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Spokane Co, WA

Return Address:

PLESE-GRAHAM-GEORGEN, LLC  
201 W. FRANCIS AVE.  
SPOKANE, WA 99205

20209393-3

**DOCUMENT TITLE(S)**

PROTECTIVE COVENANTS, CONDITIONS AND RESTRICTIONS, WESTWOOD VILLAGE & WESTWOOD VILLAGE 1ST ADDITION

**Reference Numbers of related documents:**

On page NA of document

**GRANTOR(S):**

- 1. GRAHAM, MICHAEL T. ; MEMBER
- 2.
- 3.
- etc. additional names on page of document

**GRANTEE(S):**

- 1. PUBLIC
- 2.
- 3.
- etc. additional names on page of document

**LEGAL DESCRIPTION:**

- 1. SEC 20 T.27 R 43 S/W 1/4
- 2. Additional legal description is on page of document.

**ASSESSOR'S PROPERTY TAX PARCEL ACCOUNT NUMBER(S):**

37203.9011 , .9012



**PROTECTIVE COVENANTS, CONDITIONS, AND RESTRICTIONS**  
**WESTWOOD VILLAGE &**  
**WESTWOOD VILLAGE 1<sup>ST</sup> ADDITION**  
As Recorded in Volume 32 page 27-28 Plat#3798  
Sec 20 T. 27 R 43 S/W 1/4

1. **LAND USE AND BUILDING TYPE.** No lots shall be used except for residential purposes as determined by Planning Commission at time of zoning. No building shall be erected, altered, placed or permitted to remain on any lot other than one detached single-family dwelling not to exceed two stories in height. For the purpose of this provision, a daylight basement is not considered in the 2 story height restriction.
2. **REMOVAL OF HOUSES.** No house or structure shall be moved from a point outside said tract to a point within the same.
3. **ARCHITECTURAL CONTROL.** No building shall be erected, placed or altered on any lot until the construction plans and specifications, including a plot plan showing location of the structure on the lot and its proposed height above the curb, have been approved by the Architectural Control Committee as selected as to quality and workmanship and materials and harmony of external design with adjoining structures. No fence or wall shall be erected, placed or altered on any lot nearer to any street than the minimum building setback lines unless similarly approved. Building permits are required for all construction, maintenance and remodeling from the County of Spokane. Landscaping, trees, shrubs and fences or any other obstruction shall not be permitted nor allowed to be planted or placed so that such interferes, impedes, or even partially obstructs the view of another owner in the Westwood Village Add. and Westwood Village 1<sup>st</sup> Addition This covenant may be interpreted and enforced exclusively by the Architectural Control Committee.
4. **DWELLING.** No more than one detached dwelling structure shall be permitted on any line lot in this plat; nor shall any lot be further subdivided for the purpose of creating additional lots or building sites. The ground floor area of the main structure, exclusive of one-story open porches and garages, shall not be less than 1,200 square feet for a one-story dwelling or less than 1,000 square feet for a dwelling of more than one level. Attached garages not to exceed 4 cars. All structure and fencing to meet County Codes. There shall be no front yard fencing. Detached garages and or outbuildings shall be finished with siding and roofing the same as home. No mobile or manufactured homes permitted for permanent or temporary use.
5. **BUILDING LOCATION.** For the purposes of this covenant, eaves, steps, and window wells and open porches shall not be considered as part of a building, provided, however, that this shall not be construed to permit any portion of a building on a lot to encroach upon another lot.
6. **LANDSCAPING.** Any structure erected or placed on any lot in this addition shall be completed as to external appearance, including finished painting, within one (1) year from commencement of construction. All landscaping including grass to be completed within 9 months after sale of the dwelling.
7. **EASEMENTS.** Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat. Within those easements, no structure, plantings or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities which may change the direction of flow of drainage channels in the easements, or which may obstruct or retard the flow of water through drainage channels in the easements. The easement area of each lot and all improvement in it shall be maintained continuously by the owner of the lot, except for those improvements for which a public authority or utility company is responsible. Easements for the installation and maintenance of sanitary sewer lines and appurtenances are hereby reserved at the location shown on this plat.
8. **PLAT DRAINAGE EASEMENTS.** Drainage easements, as platted and shown hereon, which are for the purpose of conveying and storing stormwater runoff, and for installing, operating and maintaining drainage ponds and drainage facilities which dispose of and treat stormwater runoff, are hereby granted to Spokane County. The drainage easements and lots are subject to the separate Drainage Declaration of Covenant as Recorded November 15, 2005 under Auditor's Document No. 5304468 that by reference is made part hereof.
- 8A. **MAINTENANCE AND DRAINAGE FACILITIES.** Should any portion of the property covered by these Covenants be covered by or have an obligation to maintain a drainage swale as shown on the plat for said lot or pursuant to plans approved by Spokane County, the owners of the lots on which said drainage facilities are required will be responsible for maintaining said facilities in accordance with requirements imposed. The obligations imposed on the owners of lots covered by these Covenants to maintain drainage facilities within their lots may not be amended, deleted or diminished without prior written approval of Spokane County.
9. **NUISANCES.** No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood. No trailer, RV vehicle, boat, bus, or motor home shall be parked in the street or in front of a home for a longer period of time than 3 days. No auto repair will be allowed in front yards, streets or visible from street.
10. **TEMPORARY STRUCTURES.** No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuilding shall be used on any lot at any time as a residence either temporarily or permanently.



**11. LIVESTOCK AND POULTRY.** No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any lot, except that not more than two dogs, cats or other household pets may be kept provided that they are not kept, bred, maintained for any commercial purposes. No vicious dogs, cats or pets are allowed. No dogs or cats shall be permitted to be without leash on the street. Owner shall be responsible to pick up the dog residue.

**12. GARBAGE AND REFUSE DISPOSAL.** No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers. All equipment for the storage and disposal of such material shall be kept in a clean and sanitary condition out of visual site from the street.

**13. ARCHITECTURAL CONTROL.** The Architectural Control Committee is composed of Michael T. Graham, Rod V. Plese, or their designates. A majority of the committee may designate a representative to act for it. In the event of death or resignation of any member of the committee, the remaining members shall have full authority to designate the successor. Neither the members of the committee, nor its designated representative shall be entitled to any compensation for services performed pursuant to this covenant. The committee's approval or disapproval as required in these writings shall be in writing. In the event the committee, or its designated representative, fails to approve or disapprove within 30 days after plans and specifications have been submitted to it, or in any event, if no suit to enjoin the construction has been commenced prior to the completion thereof, approval will not be required and the related covenants shall be deemed to have been fully complied with. Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant either to restrain the violation or to recover damages. The prevailing party is entitled to reasonable attorney fees and costs in any proceedings at law.

**14. SEVERABILITY.** Invalidity of any one of these covenants by judgment or court order shall in no way affect any of the other provisions which shall remain in full force and effect.

**15. YARD LIGHT SYSTEM.** Each lot shall have not less than one (1) photo cell dusk to dawn yard light to be placed approximately 10 feet from curb preferably next to driveway with a brick or stone base at least 4 feet high.

**16. STREETS.** The streets shown on the plat are hereby dedicated to the public for use as public roads.

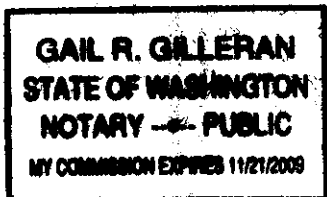
**17. PUBLIC UTILITIES.** A public water system, acceptable to county and state health authorities, will be made available for the plat, and individual services will be provided to each lot prior to the sale of lots.

**18. FUTURE DEVELOPMENT.** Notwithstanding any representation or warranty, oral or written expressed or implied, made in connection with the sale of the subject property to the Grantee, the Grantee acknowledges that the Grantor has reserved, and hereby reserves, to itself and its successors and assigns with respect to Plese-Graham-Georgen LLC, including all future phases thereof (the "Subdivision"), the right to seek a rezoning and/or replatting of all or any portion of the Subdivision located within the 20 acre master plan, in order to allow any use therein which could be consistent with a Medium Density Residential Planned Unit Development, R-3L zone classification or R-2 zone classification. Grantee, on behalf of itself and its heirs, successors and assigns or representatives, with respect to the subject property, hereby agrees that it will not oppose, directly or indirectly, the rezoning and/or replatting of any such portion of the Subdivision. This covenant shall run with and be a burden to and binding upon the subject property and shall be enforceable by any remedy available at law or in equity, including without limitation, specific performance, injunction or action for damages.

Michael T. Graham  
Member of the Plese-Graham-Georgen LLC

STATE OF WASHINGTON )  
 ) ss.  
County of Spokane )

I certify that I know, or have satisfactory evidence that Michael T. Graham is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute in the instrument and acknowledged it as a Member of the PLESE-GRAHAM-GEORGEN LLC a Limited Liability Company, the Company that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.



DATED this 31st day of January 2006

NOTARY PUBLIC in and for the State  
of Washington, residing at Spokane.  
My commission expires: