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KNOW ALL MEN BY THESE PRESENTS: That Whereas, CALINOMA COMPANY, California corporation and HAROLD F. PETERS and LOIS E. PETERS, husband and wife and MARIE PETERS now MARIE KOEGLER, being all the owners of real property located in the County of Spokane and State of Washington and more particularly described as follows:

PARCEL "A"-

The NE $\frac{1}{4}$  of NE $\frac{1}{4}$  of Section 13 Township 26North, Range 42E.W.M., in the County of Spokane, State of Washington, lying South of Five Mile Road; EXCEPT the portion thereof described as: Beginning at the southwest corner of said subdivision; thence along the south line thereof S.88°50'E., 378.5 feet; thence N.14°27'W., 338.86 feet more or less to the south right of way line of Five Mile Road; thence along said right of way line Westerly to the west line of said subdivision; thence along said west line South to the point of beginning.

PARCEL "B"-

The E $\frac{1}{2}$  of the SW $\frac{1}{4}$  of the NE $\frac{1}{4}$  and the SE $\frac{1}{4}$  of NE $\frac{1}{4}$  of Section 13 Township 26North, Range 42E.W.M., in the County of Spokane, State of Washington, EXCEPT the portion thereof described as: Beginning at the northwest corner of said SE $\frac{1}{4}$  of NE $\frac{1}{4}$ ; thence along the north line thereof East 75.45 feet to the True Point of Beginning of this exception description; thence South 24.0 feet; thence East 272.25 feet; thence continuing East to the easterly line of the 75 feet wide easement for the Pacific Northwest Pipe Line Company natural gas pipe line; thence along said easterly line Northeasterly to the north line of said subdivision; thence along said north line West to the True Point of Beginning.

PARCEL "C"-

That part of the NW $\frac{1}{4}$  of NE $\frac{1}{4}$  of Section 13 Township 26North, Range 42E.W.M., in the County of Spokane, State of Washington lying South of Five Mile Road EXCEPT the East 500 feet thereof.

PARCEL "D"-

That part of NW $\frac{1}{4}$  of SW $\frac{1}{4}$  of NE $\frac{1}{4}$  of Section 13 Township 26North, Range 42E.W.M., in the County of Spokane, State of Washington beginning at the northeast corner; thence West 305 feet; thence South 63.35 feet to the southerly line of Five Mile Road; thence Southeasterly with an angle of 49°12' for 30 feet; thence Easterly to a point 45 feet South of the point of beginning EXCEPT road.

PARCELS "A" and "B" above are subject to a 75 feet wide easement granted to Pacific Northwest Pipe Line Company for a natural gas pipe line, the location of the same is shown on preliminary plat thereof.

EASEMENTS:

A. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat and over the rear five feet of each lot. Within these easements, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or 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 permissible improvements 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.

B. The portion of any lot in this plat which lies within the limits or side lines of the 75 foot wide easement granted to Pacific Northwest Pipe Line Company, shall be subject to any and all conditions included or outlined within said easement instrument of record.

ARCHITECTURAL CONTROL:

A. No building shall be erected, placed or altered on any lot until the construction plans and specifications and a plan showing the location of the structure have been approved by the Architectural Control Committee as to quality of workmanship and materials, harmony of external design with existing structures, and as to location with respect to topography and finish grade elevations. No fence or wall shall be erected, placed or altered on any lot nearer to any street than the minimum building setback line unless similarly approved. Approval shall be as provided in this section.

B. The Architectural Control Committee is composed of:

Carl J. Howes

Chester Arnold

Philip L. Sargent

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 a successor.

Neither the members of the committee, nor its designated representative shall be entitled to any compensation for services performed pursuant to this covenant. At any time the then record owners of a majority of the lots shall have the power through a duly recorded written instrument to change the membership of the committee or to withdraw from the committee or restore to it any of its powers and duties.

In the event of death or resignation of the committee, a majority of the record lot owners may elect a new committee.

C. The committee's approval or disapproval as required in these covenants 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.

LAND USE AND BUILDING TYPE:

A. No lot shall be used except for residential purposes. No building shall be erected, altered, placed or permitted to remain on any lot other than on detached single family dwelling, not to exceed 2 stories in height, EXCEPT

Pet houses, tool houses and garden arbors may be erected provided they are finished the same as the house or the garage.

DWELLING COST, QUALITY AND SIZE:

A. No dwelling in Forest Hills Addition shall be permitted on any lot at a cost of less than \$16,000 based upon cost levels prevailing on the date these covenants are recorded, it being the intention and purpose of the covenant to assure that all dwelling shall be of a quality of workmanship and materials substantially the same or better than that which can be produced on the date these covenants are recorded at the minimum cost stated here for the minimum permitted dwelling size. The ground floor area of the main structure, exclusive of one-story open porches and garages, shall be not less than 1200 square feet

for a one-story dwelling, nor less than 1000 square feet for a dwelling of more than one story, not including car area.

LOCATION OF BUILDINGS:

A. No side or rear yard shall be required for a permitted accessory building located 70 feet or more from the front line.

Eaves, steps, open porches and carports shall be considered as part of the building.

B. No dwelling shall be erected or placed on any lot having a width of less than 65 feet at the minimum building setback line, nor shall any dwelling be erected or placed on any lot having an area of less than 6500 square feet.

C. No building, including attached garages shall be located on any lot nearer to the front lot line or nearer to the side street line than the minimum building setback lines required by county building regulations. In any event, no building shall be located on any lot nearer than 25 feet to the front lot line, or nearer than 15 feet to any side street line.

D. No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between 2 and 6 feet above the roadways shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting them at points 25 feet from the intersection of the street lines, or in the case of a rounded property corner from the intersection of the street property lines extended. The same sight-line limitations shall apply on any lot within 10 feet from the intersection of a street property line with the edge of a driveway pavement. No tree shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

E. With written approval of the Architectural Control Committee, a one-story attached garage may be located nearer any street line than otherwise permitted herein, where the natural elevation of the lot along the established minimum setback line is more than either eight feet above or four feet below the established roadway level along the abutting street and where in the opinion of said committee, the location and architectural design of such proposed garage will not detract materially from the appearance and value of other properties. Furthermore, under similar conditions and approval, a dwelling may be located nearer to a street than above provided.

GENERAL PROVISIONS:

A. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them until the year 2000 after which time said covenants shall be automatically extended for successive periods of ten years unless an instrument signed by a majority of the then owners of the lots has been recorded, agreeing to change said covenants in whole or in part.

B. Trees, plantings or structures shall not be permitted to obstruct the view of properties at higher elevations than the property from whence such obstructions arise.

C. 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 violation or to recover damages.

D. Invalidation of any one of these covenants by judgement or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

E. Individual sewage-disposal system shall be permitted on all lots such system shall be designed, located and constructed in accordance with the requirements, standards and recommendations of the Spokane County Health Department. Approval of such system as installed shall be obtained from such authority.

F. 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 incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

G. (1) No individual water-supply system shall be permitted on any lot.  
(2) Domestic water will be provided for each lot prior to the sale of each said lot.

H. No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats or other household pets may be kept provided that they are not kept, bred or maintained for any commercial purpose.

I. No sign of any kind shall be displayed to the public view on any lot except one professional sign of not more than one square foot, one sign of not more than five square feet advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction and sales period.

J. 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.

K. 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.

L. Where curbs are broken for driveways there shall be a concrete driveway apron, a minimum of six inches in thickness, five feet past the curb line and ten feet wide.

M. A 15 foot wide screening strip shall be provided along the rear or side of all lots along Five Mile Road, EXCEPT Lot 1 in Block 10 and Lot 8 in Block 9 as shown on the preliminary plat of this subdivision, to retain all native trees and ground cover thereon and to prohibit egress or ingress onto said Five Mile Road.

Done the day and year first above-written.

CALINOMA COMPANY INCORPORATED

Mary Joseph  
MARY JOSEPH, President

Carl J. Howes  
CARL J. HOWES, Secretary

Harold F. Peters  
HAROLD F. PETERS

Lois E. Peters  
LOIS E. PETERS

~~MEMBER OF THE BOARD~~

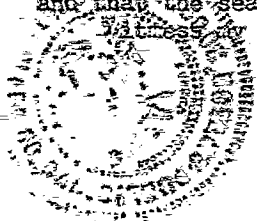
MARIE PETERS Marie Koegler  
now MARIE KOEGLER  
(7)

Unofficial Document

STATE OF CALIFORNIA )  
County of Santa Clara ) : SS

On this 11<sup>th</sup> day of FEBRUARY 1963 before the undersigned a Notary Public in and for the State of California, duly commissioned and sworn, personally appeared MARY JOSEPH and CARL J. HOWES, to me known to be the President and Secretary respectively, of GALINOMA COMPANY, the corporation that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that they authorized to execute the said instrument and that the seal affixed is the corporate seal of said corporation.

Witness my hand and official seal hereto affixed the day and year first above written.



A.K. Adcock  
Notary Public in and for the State of California, residing at Santa Clara

STATE OF WASHINGTON )  
County of Spokane ) : ss

I, the undersigned, a Notary Public in and for the above named County and State, do hereby certify that on this 24 day of April 1963, personally appeared before me

HAROLD F. PETERS and LOIS E. PETERS, husband and wife,

to me known to be the individuals described in and who executed the within instrument, and acknowledged that they signed and sealed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal the day and year as above written.



Charles R. Bruce  
Notary Public in and for the State of Washington residing at Spokane

STATE OF WASHINGTON )  
County of Spokane ) : ss

I, the undersigned, a Notary Public in and for the above named County and State, do hereby certify that on this 24 day of April 1963, personally appeared before me

MARIE PETERS now MARIE KEGLER  
~~MARIE PETERS now MARIE KEGLER~~

to me known to be the individual described in and who executed the within instrument and acknowledged that they signed and sealed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal the day and year as above written.

Charles R. Bruce  
Notary public in and for the State of Washington residing at Spokane

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The appl 12.1.63 dbr

FILED OR RECORDED  
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1963 APR 29 AM 9 44  
Gallinoma Company

FRANK J. CLOVER, AVIATOR  
SPOKANE COUNTY, WASH.  
MAIL TO Frank J. Clover Notary Public

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10707 N. Palma Blvd  
Spokane 53

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