# DECLARATION OF AMENDED PROTECTIVE COVENANTS FOR HANGMAN VALLEY ADDITION AND HANGMAN VALLEY FIRST ADDITION

The undersigned, as owners of a majority of the Parcels in Hangman Valley Addition and Hangman Valley First Addition, Spokane County, Washington, do hereby declare and set forth the following Amended Protective Covenants and conditions to affect all Parcels in the following described property:

That certain subdivision known as HANGMAN VALLEY ADDITION recorded in Volume 11 of Plats, Pages 19 and 20, to the County of Spokane, EXCEPTING therefrom Lot 1, Block 4;

### **AND**

That certain subdivision known as HANGMAN VALLEY FIRST ADDITION to the County of Spokane, EXCEPTING therefrom Lot 4, Block 7, which is being utilized for a water storage tank site.

This Declaration supersedes the Declaration of Restrictive Covenants for Hangman Valley Addition, as recorded on April 13, 1973, Volume 159, Page 134, and the First Amended Covenants and Restrictions recorded on November 17, 1989, under Auditor's File Number 8911170289, Volume 1074, Page 1994.

This Declaration also supersedes the Declaration of Restrictive Covenants for the Hangman Valley First Addition, as recorded on December 18, 1978, under Auditor's File Number 7812180453, and the First Amended Declaration of Protective Covenants recorded on December 18, 1989, under Auditor's File Number 8912180151, Volume 1080, Page 1446.

The attached, unverified Hangman Hills Covenant Ballots shall be conclusive evidence of sufficient written consent having been acquired to amend said Declarations.

Unless otherwise expressly provided, the following words and phrases used in this Declaration or any Supplemental Declaration shall have the following meaning.

### 1. <u>DEFINITIONS</u>.

- 1.1. <u>Addition</u>: Shall collectively refer to Hangman Valley Addition and Hangman Valley First Addition.
- 1.2. <u>Members</u>: Members of the Hangman Hills Residents' Association.
- 1.3. <u>Articles of Incorporation</u>: The incorporation papers for the Hangman Hills Residents' Association.
- 1.4. <u>Board of Directors</u>: The board of directors for the Hangman Hills Residents' Association.
- 1.5. <u>Living Unit</u>: A living unit is a single family detached dwelling, a town house, a row house or a cluster type condominium development.
- 1.6. <u>Hangman Hills</u>: Shall collectively refer to Hangman Valley Addition and Hangman Valley First Addition.
- 1.7. <u>Parcel</u>: Shall refer to all real property in Hangman Valley Addition and Hangman Valley First Addition, unless specifically excepted as set forth above.
- 2. <u>LAND USE AND BUILDING TYPE.</u> All Parcels subject to provisions of these protective covenants shall be used only for residential purposes EXCEPTING Lot 1, Block 3 of Hangman Valley Addition, which is to be used for the purposes of the Hangman Hills Water District. Lots 2 through 10 in Block 4 and Lots 10 through 21 in Block 1 of Hangman Valley Addition shall be used for single-family units or duplex residential units. All the balance of the Parcels subject to provisions of these covenants shall be used for single-family residential units exclusively. No building shall be erected, altered, placed, or permitted to remain on any Parcel other than set forth herein.
- 3. <u>LOT AREA AND WIDTH.</u> No dwelling or duplex shall be erected or placed on any parcel other than the one Parcel as platted and or a parcel having a width of less than 75 feet at the minimum building set back line as required by the ordinances of Spokane County, Washington, nor an area less than 9,000 square feet.

## 4. <u>HOMEOWNERS' ASSOCIATION</u>.

- 4.1 <u>Association</u>: The Hangman Hills Residents' Association is a Washington non-profit corporation organized to further and promote the common interests of property owners in Hangman Hills. The Association shall have such powers in the furtherance of its purposes as are set forth in its Articles and Bylaws.
- 4.2 <u>Membership</u>. Every owner of a Parcel, occupied or vacant, shall be a member of the Association.
- 4.3 <u>Transfer.</u> Association membership held by any owner of a Parcel shall not be transferred, pledged, or alienated in any way, except upon the sale or encumbrance of such Parcel, and then only to the purchaser or mortgagee of such Parcel. Any attempt to make a prohibited transfer is void, and will not be reflected on the books and records of the Association.
- 4.4 <u>Jurisdiction of Association</u>. The Association, acting through the Board of Directors, shall in addition to any other lawful authority and power also have:
  - (a) The power and duty to maintain, repair, and otherwise manage the common areas and all facilities, improvements, and landscaping thereon, all in accordance with the provisions of this Declaration;
  - (b) The power and duty to grant easements, rights of ways, or strips of land, where necessary, for utilities and sewer facilities over the common areas to serve the common area and the Parcels;
  - (c) The power and duty to maintain such policy or policies of liability and fire insurance with respect to the common area and personal property, if any, owned by the Association as provided herein in furthering the purposes of and protecting the interest of the Association and Members and as directed by this Declaration and the Bylaws;
  - (d) The power and the duty to maintain the landscaping

easement shown on the current recorded parcel map of the properties; and

- (f) The power, but not the duty, to, without being liable to any owner, enter upon any Parcel for the purpose of enforcing by peaceful means the provisions of this Declaration, or for the purpose of maintaining or repairing any such area if for any reason whatsoever the owner fails to maintain or repair any such area as required by this Declaration. Said cost shall be a Special Assessment and shall create a lien enforceable in the same manner as other assessments as set forth in this Declaration. The Owner shall pay promptly all amounts due for such work.
- 4.5 <u>Amendments</u>. These Amended Covenants may only be amended by the affirmative written consent of sixty-seven percent (67%) of the Parcel owners.
- 5. <u>RESTRICTIONS ON USE OF PROPERTY BY.</u> The following restrictions shall be applicable to the use of any property subject to this Declaration.
  - 5.1. It shall be the duty of the owner or occupant of any building site to improve and maintain in proper condition the area between the property line of said building site and the nearest curb, common area or improved street, including installing and maintaining parking bays within said area.
  - 5.2. No owner or occupant shall remove or significantly alter any tree in any street, right-of-way, park or recreational area or other part of the common property or properties unless permission in writing is first granted by the Association.
  - 5.3. <u>Business or Commercial Activity</u>. Except as provided herein, no part of the Addition shall ever be used or caused to be used or allowed or authorized in any way, directly or indirectly, for any business, commercial, manufacturing, mercantile, storage, vending, or other such nonresidential purpose. Notwithstanding the foregoing and subject to paragraph 5.4, a Parcel may be used for purposes of operating a business which does not impact the residential nature of the Parcel.
  - 5.4. <u>Nuisances</u>. No noxious, unsightly, or offensive activity (including but not limited to, the repair of motor vehicles), nor any activity presenting a health hazard to others, shall be carried on in or

upon any Parcel or the common area, nor shall anything be done therein which may be or become an unreasonable annoyance or nuisance to any other owner. Prohibited activity shall include, without limitation, permitting landscaping to be un-mown and/or un-weeded, or failing to maintain fences and painted or stained surfaces. The Board of Directors shall have the right to determine in accordance with the Bylaws if any noise, odor, interference, condition, or activity producing such noise, odor, condition, or interference constitutes a nuisance.

- 5.5. <u>Signs</u>. Except as provided herein, no sign, poster, display, billboard, or other advertising device of any kind shall be displayed to the public view on any portion of the properties or any Parcel, without the prior written consent of the Association, except (a) one sign for each Parcel, of not larger than seven (7) square feet, advertising the Parcel for sale or rent. Notwithstanding the foregoing, an owner of a Parcel may permanently post on their house, a sign of not larger than one (1) square foot, advertising any business authorized by paragraph 5.3. Further, an owner of a Parcel may temporarily post, for a period of not more than ninety (90) successive days, a total of five (5) signs of which each sign is not larger than seven (7) square feet, relating to a political cause and/or political campaign. All signs and billboards thereof shall conform to the requirements of all applicable governmental ordinances and shall be professionally designed and built.
- Parking and Vehicular Restrictions. No recreational vehicle 5.6. (including, but not limited to, any camping unit, trailer coach, bus, camp trailer, motor home, aircraft, jet ski or snowmobile), boat, trailer, commercial truck, inoperable vehicle or any other similar vehicle or vehicular equipment may be kept on the common area or streets. Recreational vehicles may be kept on owners' property only in back or side yards no closer to the curb than the minimum setback for dwellings as required by the ordinances of Spokane. Additionally, the owner of a Parcel shall not permit any person to conduct major repairs or dismantle any vehicle or large mechanical equipment upon their Parcel unless such vehicle or equipment is shielded from view. Notwithstanding the foregoing, an owner of a Parcel may conduct any reasonably necessary repairs (e.g., tune-up) and maintenance (e.g., changing oil and filter, rotating tires) to a vehicle or large mechanical equipment so long as said repairs and maintenance can be fully completed within a 24 successive hour period.

- 5.7. Animal Restrictions. No animals, livestock, poultry or insects of any kind shall be raised, bred or kept on any Parcel, except that dogs, cats or other common household pets may be kept provided they are not kept, bred, or maintained for commercial purposes in outside kennels and provided they do not create a nuisance. Animals belonging to owners, occupants, or their licensees, tenants, or invitees within the Properties must be either kept within an enclosure, an enclosed yard, or on a leash being held by a person capable of controlling the animal. Furthermore, any owner shall be absolutely liable to each and all remaining owners, their families, guests, tenants, and invitees, for any animals brought or kept upon the properties by an owner or by members of his family, his tenants, or his guests; and it shall be the absolute duty and responsibility of each such owner to clean up after such animals which have used any portion of the common area or other properties.
- 5.8. <u>Trash</u>. No rubbish, trash, or garbage or other waste material shall be kept or permitted upon any Parcel or common area, except in sanitary containers located in appropriate areas and concealed from view in underground containers or exterior enclosures, or in an owner's dwelling unit or garage. No odor shall be permitted to arise therefrom so as to render the Parcel, or any portion thereof, unsanitary, unsightly, offensive, or detrimental to any other property in the vicinity thereof or to its occupants. No lumber, grass, shrub, or tree clippings or plant waste, metals, bulk material or scrap or refuse or trash shall be kept, stored, or allowed to accumulate on any portion of the Parcel except within an enclosed structure or appropriately screened from view.
- 5.9. <u>Outbuildings</u>. No outbuildings, equipment shed, tent, shack, shed, or other building or improvement of any kind shall be placed upon any portion of the Parcel either temporarily or permanently, except those necessary during the course of construction of or repairs to a residence, or those authorized by the Board, or those allowed by the prior, written permission of the Board. No garage, trailer, mobile home, camper, motor home, or recreational vehicle shall be used as a residence on the Parcel, either temporarily or permanently.
- 5.10 <u>Common Area Facilities</u>. Nothing shall be altered or constructed in or removed from the common area except upon written consent of the Association.
- 5.11. <u>Insurance Rates</u>. Nothing shall be done or kept in the Parcel which will increase the rate of insurance on any property insured by the

Association without the approval of the Board, nor shall anything be done or kept in the Parcel which would result in the cancellation of insurance on any property insured by the Association or which would be in violation of any law.

- 6. <u>ARCHITECTURAL CONTROL COMMITTEE</u>. No building shall be erected, placed or altered on any Parcel until the construction plans and specifications and a plan showing the location and elevation of the structure have been approved in writing by the Architectural Control Committee ("Committee" or "ARC") 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 elevation.
  - 6.1. <u>Architectural Control Committee</u>: The Board of Directors shall appoint five (5) persons to the Committee which may act for the Board to the extent set forth in this Declaration. Three (3) members shall be appointed for a term of two (2) years; two (2) members shall be appointed for a term of one (1) year. Thereafter, members to the Committee shall be appointed or selected for two (2) year terms.
  - 6.2. <u>Jurisdiction and Purpose</u>: The Committee shall have the right to review and thereby either approve or reject all plans and specifications for any building or structure to be constructed or modified within the properties which do not conform to the architectural guidelines. The Hangman Hills Residents' Association shall carry out enforcement of these covenants.

# 6.3. <u>Approval Procedures</u>:

- (a) Any approval requested of the Committee shall be requested in writing and shall be submitted to the Association president unless the Committee shall record an instrument establishing a different place to submit such plans.
- (b) In the event the Committee fails to respond to the owner's application and submittal with reference proposed plans and specification within thirty (30) days after the plans and specifications have been submitted by the owner in writing to the Committee for such proposed construction, addition, alteration or change, then and in that event, compliance will be deemed to have been granted by the Committee and formal written approval will not be required and this provision shall be deemed to have been fully complied with.

- (c) In the event an owner enters into construction, addition, alteration or change of any building on a building site on the properties without having first submitted in writing the proposed plans and specifications to the Committee for such work and completes such work without any notice of non-compliance from the Association or said Committee, then and in that event, after the lapse of six (6) months from the completion of such work with no suit or action having been brought to enjoin the construction, addition, alteration or change or to force compliance by change or removal of such work with this provision then approval will not be required and this provision shall be deemed to have been fully complied with. The decision of a majority of the Committee members shall be the decision of the Committee.
- (d) The Committee, in the discharge of its obligation hereunder and in deliberations, shall act objectively and fairly in making decisions concerning various plans, specifications, plot plans and landscape plans submitted to it by various owners for consideration. Further, the determinations of the Architectural Control Committee, as to non-compliance, shall be in writing signed by the Committee and shall set forth in reasonable detail the reason of non-compliance.
- 6.4. Non-Liability. Neither the Committee nor any member of the Committee, the Board nor their duly authorized representatives shall be liable to the Association, or to any owner for any loss, damage, or injury arising out of to in any way connected with the performance of the Committee's duties hereunder, unless due to the willful misconduct or bad faith of the Committee. The Committee shall review and approve or disapprove all plans submitted to it for any proposed Improvement, alteration, or addition, solely on the basis of aesthetic considerations and the overall benefit or detriment which would result to the immediate vicinity and the Parcels generally. The Committee shall take into consideration the aesthetic aspects of the architectural designs, placements of buildings, landscaping, color schemes, exterior finishes and materials, and all other guidelines and directives contained in this Declaration. The Committee's approval or disapproval shall be based solely on the considerations set forth in this Article, and the Committee shall not be responsible for reviewing, nor shall its approval of any plan

or design be deemed approval of, any plan or design from the standpoint of structural safety or conformance with the building or other codes.

- 6.5. Variance. The Committee may authorize variances from compliance with any of the architectural provisions of this Declaration, including, without limitation, restrictions upon height, size, floor area or placement of structures, or similar restrictions, where circumstances such as topography, natural obstructions, hardship, aesthetic or environmental consideration may require. Such variances must be evidenced in writing and be signed by at least two (2) members of the Committee. If such variances are granted, no violation of the covenants, conditions, and restrictions contained in this Declaration shall be deemed to have occurred with respect to the matter for which the variance was granted. The granting of such variance shall not operate to waive any of the terms and provisions of this Declaration for any purpose except as to the particular property and affect in any way the Owner's obligation to comply with all governmental laws and regulations affecting his use of the premises, including, but not limited to, zoning ordinances, lot setback lines, or other requirements imposed by the County of Spokane or any other governmental authority.
- 7. <u>RESTRICTIONS ON CONSTRUCTION, MAINTENANCE AND IMPROVEMENT</u>. The following restrictions are applicable to construction, maintenance and improvements on all residential properties.
  - 7.1. All residential dwellings will be constructed with at least a two car garage.
  - 7.2. The floor area of the main structure, exclusive of one-story open porches and garages, shall be not less than 1,250 square feet for a non-story non-basement dwelling, 1,800 square feet for split-level dwellings (three levels), 1,900 square feet for a two-story or split foyer dwelling (two levels, but excluding basements) and 1,150 square feet of main structure for a dwelling with a full basement.
  - 7.3. No fence, wall or other structure shall be commenced, erected or maintained upon the properties, nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, height., color, materials and location of the same have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Committee.

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- 7.4. All roofing material shall be approved in writing by the Committee.
- 7.5. All driveways will be hard surfaced and parking bays shall have a finished surface of either concrete, asphalt, concrete aggregate or crushed or natural rocks unless written approval for other materials is granted by the Architectural Control Committee.
- 7.6. No outdoor overhead wire or service drop for the distribution of electric energy or for telecommunication purposes nor any pole, tower or other structure supporting said outdoor overhead wires shall be erected, placed or maintained with the properties. All purchasers of Parcels within the properties, their heirs, successors and assigns shall use underground service wires to connect their premises and the structures built thereon to the underground electric or telephone utility facilities.
- 7.7. Heat pumps, propane tanks, solar devices, chimney flues, hot tub pumps, satellite dishes and similar exposed mechanical equipment shall be aesthetically concealed from public view and shall be shielded in such manner to minimize noise and safety impacts.
- 7.8. No home with the same structural façade shall be repeated on the same street without written permission of the Architectural Control Committee.
- 7.9. Chain link or similar metal dog pens facing common property or street frontages shall have natural landscaping to conceal the fence or dog pen.
- 7.10. Right of Entry of Association Representative: Any agent or officer of the Association may at any reasonable pre-determined hour or hours upon twenty-four (24) hours notice during construction or exterior remodeling, inspect any of said property as to its maintenance or improvements to determine if there has been compliance with the provisions hereof. The Association and any agent or officer thereof shall not there be deemed guilty of any manner of trespass for such entry or inspections.
- 7.11. <u>Evidence of Compliance with Restrictions</u>: Records of the Association with respect to compliance with the provisions of this

Declaration shall be conclusive evidence as to all matters shown by such records.

### 8. MAINTENANCE OBLIGATIONS OF OWNER.

- 8.1. <u>Vacant Parcels</u>: It is the intent of these restrictions that vacant Parcels be maintained in a reasonably presentable condition. Therefore, the Association shall have the right at all times to enter upon any Parcel or building site that is vacant and unplanted or untenanted by the owner, after reasonable notice to the owner, to remove debris, weeds or other waste material and to trim, cut back, remove if damaged or dead, plant, cultivate and/or maintain hedges, trees, shrubs, plants or lawns without the permission of the owner and to charge the expense thereof to the owner.
- 8.2. Owner's Obligation to Maintain Planting: Where the Association has permitted an owner to plant a portion of the common properties abutting the owner's property in accordance with the owner's landscaping plan, as approved by the Committee, the Owner shall thenceforth be obligated to maintain at his own expense such planting. Failure of the owner to maintain the landscaping of such portion of the common properties or parking bays thereon shall give the Association a right upon reasonable notice to the owner to maintain such areas of the common properties and to charge the expense thereof to the owner.
- 8.3 <u>Landscaping</u>. It shall be the duty of each Parcel owner to landscape his or her Parcel in accordance with plans approved by the Architectural Control Committee, within one year from date of final building inspection or within six months of first occupancy of the structure, whichever occurs first.

# 9. ASSESSMENTS

9.1. <u>Purpose of Assessments</u>. The assessments levied by the Association shall be used exclusively to promote the common health, safety, benefit, recreation, and welfare of the owners and for the improvement and maintenance of the common areas and Parcels. Nothing in this Declaration shall be construed in such a way as to permit the Association to use any Assessments to abate any nuisance or annoyance emanating from outside the boundaries of the Addition.

### 9.2. Amount of Assessment.

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- (a) It is the intent of this Article to require that assessments for the services and expenses described in this Article be levied uniformly. Therefore, all assessments shall be levied against all Parcels, whether occupied or vacant.
- (b) The Board of Directors shall determine and publish the annual assessment thirty days prior to July 1 of each year. The assessment shall be a minimum of \$40 per year, and may not be increased each year more than ten percent above the authorized assessment for the previous year, nor to a total value greater than \$100 per year without the prior affirmative vote of two-thirds (2/3) of all members who are voting in person or by proxy at a meeting duly called for this purpose. The Board shall have the authority to fix the annual assessment at an amount not in excess of the maximum.

# 10. <u>ENFORCEMENT</u>

- 10.1. <u>Enforcement</u>. This Declaration, the Articles of Incorporation, and the Bylaws may be enforced as follows:
  - (a) Breach of any of the covenants contained in the Declaration or the Bylaws and the continuation of any such breach may be enjoined, abated, or remedied by appropriate legal proceedings by any Owner, or by the Association or the successors-in-interest of the Association. Any judgement rendered in any action or proceeding pursuant hereto shall include a sum for attorney's fees in an amount as the court may deem reasonable, in favor of the prevailing party, as well as the amount of any delinquent payment, interest thereon, costs of collection, expert witness fees, title reports, and court costs.
  - (b) The result of every act or omission whereby any of the covenants contained in this Declaration or the Bylaws are violated in whole or in part is hereby declared to be and constitutes a nuisance, and every remedy allowed by law or equity against a nuisance, either public or private, shall be applicable against every such result and may be exercised by any owner, by the Association, or its successors-in-interest.

- (c) The remedies herein provided for breach of the covenants contained in this Declaration or in the Bylaws shall be deemed cumulative, and none of such remedies shall be deemed exclusive.
- (d) The failure of the Association or any owner to enforce any of the covenants contained in this Declaration or in the Bylaws shall not constitute a waiver of the right to enforce the same thereafter.
- 10.2. Effect of Non-payment of Assessments; Remedies of the Association. Any Assessment or installment thereof not paid within thirty (30) days after it is due, the owner responsible therefor may be required further by the Board of Directors to pay each month, a late charge of Five Dollars (\$5.00) or five percent (5%) of the amount of the delinquent assessment of installment, whichever is greater. The Association may bring an action at law against the owner personally obligated to pay the same, and/or foreclose the lien against the Parcel. No owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the common area or abandonment of his or her Parcel. If any installment of an Assessment is not paid within thirty (30) days after its due date, the board may mail a notice to the owner and to each first mortgagee of a Parcel which has requested a copy of the notice. The notice shall specify (1) the fact that the installment is delinquent, (2) the action required to cure the default, which action shall include paying all installments coming due during the period allowed to cure the default, (3) a date, not less than thirty (30) days from the date the notice is mailed to the owner, by which such default must be cured, (4) that failure to cure the default on or before the date specified in the notice will result in acceleration of the balance of the installments of the Assessment for the then current fiscal year and sale of the Parcel, and (5) the legal description of the Parcel. If the delinquent installments of Assessments and any charges thereon are not paid in full on or before the date specified in the notice, the Board may, at its option without further demand, enforce the collection of the full Assessment and all charges thereon in any manner authorized by law and this Declaration.
- 10.3. <u>Notice of Assessment Lien</u>. No action shall be brought to enforce any assessment lien, unless at least thirty (30) days has expired following the date a Notice of Assessment Lien is deposited in the United State mail, certified or registered, postage prepaid, to the Owner

of the Parcel, and a copy thereof has been recorded by the Association in the Office of the Spokane. County Auditor. The Notice of Assessment Lien must recite a legal description of any such Parcel, the record Owner or reputed Owner thereof, the amount claimed (which may at the Association's option include interest on the unpaid assessment at twelve percent (12%), plus reasonable attorneys' fees and expenses of collection in connection with the debt secured by said lien, and the name and address of the claimant. Such Notice of Assessment Lien shall be signed and acknowledged by a current officer of the Association.

- 10.4. <u>Foreclosure Sale</u>. Any such sale provided for above may be conducted by the Board of Directors, its attorneys, or other persons authorized by the Board in accordance with the provisions of the laws of the State of Washington for judicially foreclosing mortgages and deeds of trust. The Association, through duly authorize agents, shall have the power to bid on the Parcel at foreclosure sale, and to acquire and hold, lease, mortgage and convey the same.
- 10.5. Curing of Default. Upon the timely curing of any default for which a Notice of Assessment of Lien was filed by the Association, the officers thereof shall record an appropriate release of lien upon payment by the defaulting owner of a fee, to be determined by the Association, to cover the cost of preparing and recording such release. A certificate executed and acknowledged by two (2) members of the Board stating the amount of the indebtedness secured by the lien upon any Parcel created hereunder shall be conclusive upon the Association and the owners as to the amount of such indebtedness as of the date of the certificate, in favor of all persons who rely thereon in a good faith. Such certificate shall be furnished to any owner upon request at a reasonable fee, to be determined by the Board.
- 10.6. <u>Cumulative Remedies</u>. The assessment liens and the rights to foreclosure and sale thereunder shall be in addition to and not in substitution for all other rights and remedies which the Association and its assigns may have hereunder by law, including a suit to recover a money judgment for unpaid assessments, as above provided.
- 10.7. <u>Mortgage Protection</u>. Notwithstanding all other provisions hereof, no lien nor any breach of this Declaration, nor the enforcement of any provision hereof shall defeat or render invalid the rights of the Beneficiary under any recorded first Deed of Trust upon a Parcel made in good faith and for value; provided that after such Beneficiary or some

other Person obtains title to such Parcel by judicial foreclosure or by means or the powers set forth in such Deed of Trust, such Parcel shall remain subject to the Declaration and payment of all Assessments accruing subsequent to the date such Beneficiary or other Person obtains title, and subject to claims for a share of unpaid assessments reallocated to all units, including each unit foreclosed.

DATED this day of	, 2000.
	HANGMAN HILLS RESIDENTS' ASSOCIATION
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STATE OF WASHINGTON )	
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DATED: 7/6	, 2000.
·	Concetta Christensen
$\overline{NO}$	TARY PUBLIC in and for the State of
Wa	shington, residing at Spokane.



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