

WHEN RECORDED RETURN TO:

KEVIN KIRKMAN  
PO BOX 642, Pullman WA 99163  
OR STEWART TITLE - Pullman

721283

Covenants Rec Fee: \$ 153.00  
11/05/2013 02:00 PM Page: 1 of 32  
Eunice L. Coker, Whitman County Auditor



**DOCUMENT TITLE(S)**

Covenants, Conditions and Restrictions of the Palouse Business Subdivision

**REFERENCE NUMBER(S) OF DOCUMENTS ASSIGNED OR RELEASED:**

**GRANTOR(S):**

KIP Development, LLC

**GRANTEE(S):**

The Public

**ABBREVIATED LEGAL DESCRIPTION:**

SBT14R45

PT NE 1/4 SE 1/4 SW 1/4

Palouse Business Center Subdivision, Pullman Washington, as recorded under  
AFN 721282, Whitman County

**TAX PARCEL NUMBER(S):**

**Parent Parcels**

8-1460-00-00-0062

8-1553-00-00-0076

8-1553-00-00-0008



DECLARATION OF PROTECTIVE COVENANTS AND RESTRICTIONS FOR PALOUSE  
BUSINESS CENTER

THIS DECLARATION OF PROTECTIVE COVENANTS AND RESTRICTIONS ("Covenants") is made this 4th day November 2013, by Kevin D. Kirkman dba KIP Development, LLC (Declarant), 594 SE Bishop Blvd, Suite 102, P.O. Box 642, Pullman, Washington, 99163, regarding certain land known as Palouse Business Center Subdivision, in the City of Pullman, Washington.

**ARTICLE I**  
**RECITALS**

- 1.1 Declarant is the present record title holder of real property situated in the City of Pullman, County of Whitman, State of Washington, described as the **Palouse Business Center Subdivision, Pullman Washington** as Recorded in Whitman County under AFN 721282 attached hereto and incorporated herein, which real property is referred to herein as the "Property".
- 1.2 Declarant is desirous of subjecting the Property to the conditions, covenants, restrictions and reservations set forth in these Covenants to insure proper use and appropriate development and improvement of said Property in order to:
- A. Promote, encourage, and maintain an integrated "community" concept;
  - B. Protect the Owners, Tenants, and Occupants of Building Sites against improper development and use of Building Sites within the Property, which will depreciate the value and aesthetics of their Building Sites;
  - C. Assure adequate and reasonable consistent development of the Property;
  - D. Prevent the erection on the Property of structures constructed of improper or unsuitable materials or with improper quality and methods of construction;
  - E. Encourage and cause the erection of attractively designed permanent improvements that are appropriately located within the Property to achieve a harmonious appearance and function;
  - F. Generally promote the welfare and safety of the Owners, Tenants, and Occupants of each Building Site and the general community.
  - G. Promote Sustainable and "Green" initiatives to promote conservation of the environment.

**ARTICLE II**  
**DEFINITIONS**

2.1 Definition of Terms:

- A. "Building Site" shall mean any contiguous parcel or plot of land within the Property whose size and dimensions are established either by the legal description in the original conveyance from Declarant to the first fee Owner of said parcel or plot of land, or through a subdivision, short plat, binding site plan or other instrument approved by Declarant in writing, and executed, acknowledged and recorded which designates a parcel or plot of land as a Building Site for purposes of these Covenants.



- B. "Declarant" shall mean KIP Development, LLC, a limited liability company, its successors and assigns.
- C. "Improvements" shall mean and include but not be limited to buildings, parking areas, loading areas, fences, walls, hedges, landscaping, mass plantings, poles, signs, structures of any kind, or any other changes in the Property from its natural state.
- D. "Mortgage" shall mean and include deeds of trust and mortgages.
- E. "Owner" shall mean the party or parties other than Declarant owning fee title to any Building Site, provided, an Owner upon written notice to Declarant may assign all or part of its rights, but not duties, hereunder to Owner's Tenant.
- F. "Common Driveway" shall mean any shared driveway connected to a city street serving two or more parcels of land within Palouse Business Center
- G. "Common Area" shall mean any common entryway signs at the roadway entrances or at intersection within the property, and any landscaped islands in the roadways, and all other areas or improvements designated by Declarant or the Architectural and Landscaping Review Committee.

### **ARTICLE III**

#### **OWNER'S ASSOCIATION**

- 3.1 Name. Palouse Business Center Owner's Association (the "Association") is the Washington Non-Profit Corporation, and its successors and assigns, established by Declarant to fulfill the related provisions of the Supplemental Declaration. The Association shall exercise its rights and fulfill its obligations for the common benefit of its Members.
- 3.2 Rights and Powers. The Association shall have all rights and powers allowed under the applicable provisions of the Washington Code, subject only to any limitations expressly set forth in the Association Documents.
- 3.3 Membership. Each Owner (other than the Association), by accepting ownership of any Building Site (the sole qualification for membership), becomes a member of the Association ("Member") subject to all rights and obligations of such membership as set forth in this Declaration and in the Association Documents, and agrees to be bound by such membership. Upon the transfer of ownership, the transferor's membership shall automatically be transferred to the new owner.
- 3.4 Exclusions. Pullman Hospital District No. 1A of Whitman County, Washington shall be excluded from the protective covenants and restrictions contained herein when owning, building, or operating improvements on lots 1, 2, 3 and 4 of the Palouse Business Center Subdivision when said Hospital District has a majority ownership interest in said lot or lots and the improvements are staffed and utilized solely by Hospital employees. Any use by third parties on these Building Sites shall not be excluded from these protective covenants and restrictions.



- 3.5 Voting. Each Member shall be entitled to the number of votes equal to the Building Site area, in whole and fractional acres, owned by such Member divided by the total acreage in the Palouse Business Center. In the case of joint ownership of any Building Site, the votes relating to that Building Site may not be split, but shall be cast as a single unit. Any related or constructed condominium association as a single unit shall cast a single vote held through condominium ownership for each Building Site or Project. The Owner's Association shall maintain a current list of each lot's voting rights which may change from time to time as related to Lots One, Two, Three and Four Block One should those lots be utilized in a manner that causes their exclusion from covenant compliance/coverage to terminate. The initial voting rights for each Building Site is attached as **Attachment "A"**
- 3.6 Board and Officers. The Association's Board of Directors ("Board", individually "Directors") and any officers it may duly appoint shall carry out all of the powers and duties of the Association as set forth herein and in the Association Documents, personally or by delegation. There shall be no fewer than three and no more than five Directors. During the period that Declarant owns the majority Building Sites, Declarant shall have the sole right to appoint and remove all Director's at other times the Directors shall be elected by the Association in accordance with the Association Documents.
- 3.7 Assessments. The Association shall assess its Members from time to time only in the amounts necessary, either as reserves for anticipated future costs, or for current expenses, to exercise its rights and fulfill its obligations hereunder and as may be set forth in the Association Documents or in other agreements entered into by the Association for the benefit of the Palouse Business Center. The total amount of each assessment shall be levied among all Members in proportion to the size of their Building Site as it relates to the whole of the subdivision and shall be payable within 30 days of notice. The Association may, in addition to non-scheduled assessments, establish a schedule of periodic assessments based on estimated expenses, which shall be reconciled with actual expenses no less often than annually. The Association may not incur any discretionary expense which is not related to maintenance or replacement of Common Area Improvements (for example, the construction of additional Common Area Improvements) and which in any year exceeds 25% of the then current annual budget of the Association except by putting the proposed expense to a vote of its Members and receiving the affirmative vote of at least 50% of all votes cast.
- 3.8 Amendment. The Association Documents may not be amended while the Declarant or Kevin D. Kirkman and or Assigns own any Building Site except by Declarant's written consent.

#### **ARTICLE IV COMMON AREA**

- 4.1 Designation of Common Area. The common area is designated by the Declarant to include the following common areas, Lot 1, Block 4, designated easements on the face of the plat for signage throughout the Subdivision, Lot 3, Block 3 the common regional storm water system as indicated and shown on the Plat, planter islands between City of Pullman sidewalks and City streets within the street right of ways, bike and walk paths dedications and easements. It shall also include any other areas or improvements designated by the Declarant or Association to be for the benefit common use and enjoyment of all parcel owners and the benefit of the entire Property and or defined on the approved Plat.





4.2 Maintenance of Common Area. The Association shall maintain, or cause to be maintained, the improved and non-improved Common Area, including, but not limited to, areas designated as Landscaped Common Areas, Regional Storm Water Detention Systems, Easements for monument and directional signage as shown on the Plat and all entrance or monument signage used commonly by the Building Site Owners, in a clean, slightly, safe condition and good state of repair. The standard maintenance for the improved Common Area shall be comparable to the minimum standard of maintenance followed in other first class commercial developments of comparable size in the Whitman County, Washington area and in compliance with all applicable governmental laws, rules, regulations, orders and ordinances, and the provisions of this Declaration. All Common Area improvements shall be repaired or replaced with materials at least equal to the quality of the materials being repaired or replaced so as to maintain the architectural and aesthetic harmony of Palouse Business Center as a whole. The maintenance and repair obligation of the Association shall include but not be limited to the following:

4.2.1 Debris, Refuse.

Periodic removal of all papers, debris, filth, refuse, to the extent necessary to keep the Common Area in a first-class, clean and orderly condition. All activities shall be at appropriate intervals during such times as shall not unreasonably interfere with the conduct of business or use of the Common Area.

4.2.2 Regional Storm Water Detention System.

Maintaining, cleaning and replacing components as needed for the operation and function of the Regional Storm Water System until such time as it is accepted by the City of Pullman as a public facility for the use of the Public such as a City Park. After acceptance by city of Pullman the Association may choose by consensus to make additional City park improvements to Sunrise Park.

4.2.3 Lighting and Signage

Purchasing, maintaining, cleaning and replacing Common Area Signage and Lighting facilities, including sign components, light standards, wires, conduits, lamps, ballasts and lenses, time clocks, batteries, solar panels, controllers and circuit breakers.

4.2.4 Landscaping Common Areas.

Maintaining and replacing of all landscape plantings, trees and shrubs in an attractive and thriving condition trimmed and weed free. Performing pest control and extermination therein as needed or required. Although Individual Building Site owners shall be responsible for the maintenance of the planter islands between City of Pullman sidewalks and the Street, whereas the Owners Association shall control the type, method and specifications of landscape, maintenance and improvements contained within said landscape islands.

4.2.5 Obstructions.

Maintaining the Common Area free from any obstructions, unless such obstruction is permitted under the provisions of this Declaration.

4.2.6 Other Improvements.

Maintaining, repairing and replacing other improvements to common areas & improvements as deemed necessary.



**ARTICLE V**  
**EASEMENTS & COMMON AREA DRIVEWAYS**

5.1 Easements. Declarant hereby establishes, declares, and grants to Building Site Owners and the Association and their agents, employees, invitees a perpetual, non-exclusive easement for the passage of vehicles and pedestrians, over, and across the common and joint use access easements as shown on the Plat and or a designated by the Declarant or the Association

5.2 Construction, Maintenance and Repair of Common Area Driveways. Owners of Building Sites subject to Common Area Driveways as shown on the plat map shall jointly share proportionate to each Building sites Square footage with the adjoining Building Site owner the full responsibility for Construction, Maintenance and Repair of the Common Area Driveway area subject to the following.

- A) Whereas a building site has no real property improvements and an Owner of a Building Site is subject to a Common Driveway Easement in conjunction with the adjoining Building Site, wishes to make real property improvements to their Building Site. (Owner "A")
1. Owner "A" Shall pay 100 % of the cost to construct the improvements for the Common Driveway within the defined Common Driveway Easement as defined on the plat.
  2. Owner "A" Shall design and build the Common Area Driveway to accommodate the future ingress and egress needs of the adjoining Building Site Owner (Owner "B") and meet all of the design guidelines as set forth in the current published City of Pullman Design Standards

The Owner of the adjacent Building Site with no real property improvements that is subject to the Common Driveway Easement with no immediate plans for real property improvements on their Building Site (Owner "B")

1. Owner "B" shall not be required to participate in the funding of the initial construction of the Common Driveway by Owner "A".
2. If Owner "B" wishes to make real property improvements on their owned Building Site and the adjoining Building Site Owner (Owner "A") has previously constructed the Common Area Driveway for the benefit of both the adjoining Building Sites. Owner "B" shall pay Owner "A" the sum of Three thousand dollars (\$3,000) as reimbursement to Owner "A" prior to the start of any real property improvements on the Building Site of Owner "B". This reimbursement sum shall be adjusted for inflation annually on January 1<sup>st</sup> of each year from the starting date of January 1, 2014 per the published Consumer Price Index (CPI) Seattle -Tacoma- Bremerton [http://data.bls.gov/pdq/SurveyOutputServlet?data\\_tool=dropmap&series\\_id=CUUR A423SA0.CUUSA423SA0](http://data.bls.gov/pdq/SurveyOutputServlet?data_tool=dropmap&series_id=CUUR A423SA0.CUUSA423SA0)

- B) The Palouse Business Center Board of Directors shall have sole authority to mandate whether any Common Area Driveway is in need of maintenance or repair. Adjoining Building Site Owners subject to Common Driveway Easements shall complete needed maintenance or repairs within 120 days of notice from the Board of Directors at the adjoining Building Site Owners sole cost and expense. These repair and maintenance costs are to be shared between the Building Site Owners benefiting from the shared Common Area Driveway as defined above.



C) Sharing of a Common Driveway shall not prevent a Building Site owner from additional private driveways to access their Building Site in addition to the Common Driveway.

- 5.3 Utilities & Easements. Declarant hereby establishes, declares, and grants a perpetual, non-exclusive easement to the Association, Declarant, Applicable Franchise Utilities and the City of Pullman for the purpose of installing, maintaining and replacing utilities and public pathways, including but not limited to, sewer, water, electricity, fiber, gas and public pathway, as shown on the face of the plat.
- 5.4 General Association Easements. An easement is hereby reserved and granted to the Association and Declarant, its contractors, employees, and agents, to enter on, across or through Building Sites to maintain and repair portions of the Common Areas designated as Common Area Easements, Signage Easements or Cell Tower Easements as shown on the Plat, for the purpose of Constructing, installing, maintaining, replacing and restoring exterior landscaping, natural vegetation, habitat, real property improvements, fencing, lighting, signage and such other activities that shall be determined to be necessary from time to time.

#### ARTICLE VI

#### TERM, TERMINATION, MODIFICATION AND ASSIGNMENTS

- 6.1 Term. The easements created hereunder shall be perpetual, subject only to extinguishment by the holders of such easements as provided by law. The Protective Covenants and Restrictions contained herein shall continue in full force and effect until January 1, 2054, and shall thereafter be automatically extended until otherwise terminated or modified as provided below.
- 6.2 Termination and Modification. After an initial period of Ten (10) years from execution, this Declaration or any provision, covenant, condition, restriction, or reservation contained herein, may be terminated, extended or amended as to the whole of said Property or any portion thereof (i) by Declarant alone if it still owns fee title to any portion of the Property and/or (ii) by the prior written consent of the Owners of seventy-five percent (75%) of the Property subject to these Covenants; provided, no amendment shall impose more restrictive conditions than set out in **Article VII and Article VIII** of The Declaration as originally recorded; provided, further; no termination, extension, or amendment shall be immediately effective upon recording of an instrument in writing unless executed and acknowledged by Declarant or by the proper percentage of Owners and by recording said modification or termination with the recording office of Whitman County, Washington or other appropriate office for recording of real property records. Declarant may modify by addendum or amendment any provision, covenant, condition, restriction, or reservation contained herein at any time whereas the Declarant owns a minimum of 15% of the property subject to these covenants.
- 6.3 Assignment of Declarant's Rights. Any and all of the rights, powers, and reservations of Declarant herein contained may be assigned in whole or in part by Declarant to any person, corporation or association. Upon any such person, corporation or association evidencing its consent in writing to such assignment, it thereafter shall assume and have the same rights and powers as given to by Declarant herein. Upon such assignment, Declarant shall be relieved from all obligations and duties hereunder. Further, Declarant shall be relieved automatically from all obligations and duties hereunder upon Declarant's sale or other transfer of all its fee interest in the Property, whereupon the Association and or the Architectural and Landscaping Review Committee shall exercise all rights, powers and duties of Declarant under these Covenants.

#### ARTICLE VII

#### PERMITTED USES AND PERFORMANCE STANDARDS





7.1 No Offensive Uses. No noxious, hazardous or offensive trades, services or activities shall be conducted on any Building Site nor shall anything be done thereon which is or may become an annoyance or nuisance to the Owners, Tenants or Occupants of any other Building Site within the Palouse Business Center by reason of unsightliness or the excessive emission of fumes, odors, glare, vibration, gases, radiation, dust, liquid waste, smoke, or noise. No hazardous wastes or substances (as defined by federal and or Washington State laws or regulations) shall be transported to any Building Site for the purpose of disposal or storage.

7.2 Prohibited & Conditional Uses:

- A. Open Storage or Equipment yards as a primary use of Building Site. The secondary use of Building Sites for ancillary use of storage or equipment including company service vehicles shall be allowed and if fully screened on all sides with approved solid screening to a height of six (6) feet above surrounding finish grade and the area is be fully paved with asphalt or concrete surface.
- B. Metal fabrication or welding shops.
- C. Impound lots, unless fully screened on all side with approved solid screening to a height of Six (6) feet above surrounding finish grade and the area is be fully paved with asphalt or concrete surface.
- D. Petroleum bulk stations or liquid fueling stations unless located with direct access to the South Pullman Bypass roadway (does not include Electric vehicle fueling stations)
- E. Retail food or beverage sales over 5,000 square feet per single user per Building Site
- F. Heavy manufacturing
- G. Street or side walk vending unless associated with permanent improvements on a Building Site
- H. Tattoo and body piercing
- I. Waste recycling centers or waste disposal
- J. Hazardous waste treatment or storage
- K. Churches & places of worship
- L. Adult entertainment business
- M. Hookah lounges.
- N. Food carts or concession type food sales from mobile vehicles that extend beyond four hours duration during any 24 hour period without prior written approval by Owners Association.
- O. Festival, open air events, concessions or fairs of a temporary nature without the prior written approval by Owners Association
- P. Retail sales or outdoor propagation of marijuana products or derivatives
- Q. Utility or maintenance yards, unless fully screened on all side with approved solid screening to a height of Eight (8) feet above surrounding finish grade and the area is be fully paved with asphalt or concrete surface.
- R. Outdoor farm operations, Nursery or Landscape supply, unless fully screened on all side with approved solid screening to a height of Six (6) feet above surrounding finish grade.
- S. Car Wash or Radiator repair business
- T. Lube or oil change business
- U. Safe House or Domestic Violence Shelter
- V. Animal boarding or care when associated with open air, exterior, exposed animal runs or kennels as part of the real property improvements or where as any adjacent premises can hear any noise generated by caged animals
- W. Mining and rock quarries
- X. Used equipment or used car lots or sales of used vehicles
- Y. On street parking on any public right of way street or ally
- Z. Cell or Wireless Services, Communication Towers (except as exclusive approved and permitted use allowed per the plat map easement granted to Kevin D. Kirkman and or assigns)





- 7.3 Performance Standards. Building Sites shall be utilized only for uses permitted under applicable City of Pullman zoning classifications, uses and restrictions reflected in the Pullman Municipal Code, including any amendments thereto. The Architectural and Landscaping Review Committee, in its sole discretion, shall have the right to impose more restrictive use and performance standards in order to insure proper use and appropriate development and improvement of the Property at its sole discretion.
- 7.4 Cell, Wireless Services, Communication Tower. One Cell or Wireless Services Tower shall be allowed per the easement granted to Declarant Kevin D. Kirkman and or assigns as identified on the face of the plat. In addition Utility Generation shall be expressly allowed within this stated easement as allowed under RCW 58.17.040 (9). Any real property improvements associated with cell tower site construction shall be at the sole cost of the easements beneficiary. The Easements beneficiary shall be solely responsible for any property tax due from the real property improvements made within this easement.

## **ARTICLE VIII**

### **REGULATION OF IMPROVEMENTS**

- 8.1 Improvements Generally. No improvements shall be constructed, erected, placed, altered, maintained or permitted on any Building Site until plans and specifications thereof have been approved by the Architectural and Landscaping Review Committee as more fully set forth in **Article X** of these Covenants.
- 8.2 Setbacks. The Architectural and Landscaping Review Committee shall adopt or determine on a case-by-case basis, the “setback” standards for each type of usage envisioned within the Palouse Business Center. At a minimum all setbacks shall be as prescribed by the zoning regulations contained in the Pullman Municipal Code.
- 8.3 Off-Street Parking. No parking shall be permitted on any public right of way, street or at any place other than on the paved parking spaces provided for and described below. Each Owner and Tenant shall be responsible for compliance with the foregoing by his employees and visitors. Each Owner and Tenant shall provide adequate off-street parking for employees, customers and visitors. The location, number and size of parking spaces shall be at a minimum in accordance with the zoning classifications as set forth in the Pullman Municipal Code and further subject to approval by the Architectural and Landscaping Review Committee. No owner, tenant or employee of Owner or Tenant shall place an unattended vehicle in view from the street on the Building Site for a continuing period in excess of 96 hours excluding company owned vehicles used in the business operations of the Building Site’s Owner or Tenant. This does not included service vehicles or branded company vehicles owned by the Building Site owners. Service vehicles shall comply with Section 7.2 (A). The Association shall have express right to have Building Sites Owners, Tenants or Employees vehicles parked on City of Pullman street right of ways towed at the vehicle owner’s expense at the Associations sole discretion.
- 8.4 Loading Areas. Truck loading and receiving areas shall not be permitted in the front yard or street frontage portion of a Building Site unless proper visual screening provided between loading and receiving areas and any street or right of way and as provided by the applicable zoning classifications and further subject to approval by the Architectural and Landscaping Review Committee.



8.5 Outside Storage. No materials, supplies, vehicles, equipment, finished or semi-finished products or articles of any nature shall be sorted or permitted to remain on any Building Site outside of the building. Facilities for waste and rubbish storage shall be properly screened and shall not be installed, constructed or utilized without the prior written approval of the Architectural and Landscaping Review Committee.

8.6 Landscaping.

- A. Approved Plan. All Building Sites and common area sites shall be landscaped in accordance with a plan submitted to and approved in writing by the Architectural and Landscaping Review Committee prior to any development. Such landscaping plans shall include information regarding the type and areas of sod and seed installation, types and sizes of trees, hedges and shrubs and information regarding other customary landscape treatments for screening. All landscaping plans also shall include an automatic underground sprinkling system for grasses or other plants requiring irrigation. Irrigation water shall also be supplied to the landscape island between the city sidewalk and the street curbs. All landscaping shall be undertaken and completed in accordance with such approved plan and said plan may not be altered, amended, or revised without submitting the revised landscaping plan for prior written approval by the Architectural and Landscaping Review Committee. All plans must at a minimum include landscaping of all areas of Building Site that are less than 15% grade in slope and not covered by impervious surfaces and all slopes over 15% grade must be stabilized with approved vegetation to prevent erosion of slopes.
- B. Landscaping Exception. A Landscaping exception will be granted to Building Sites designed for future expansion with building pad sites contained within the Building Site that may remain barren for periods up to five (5) years if meeting the landscaping requirements contained in the zoning regulations of the Pullman Municipal Code. Building Site Owners shall take appropriate measures to implement actions to prevent erosion of the soils and prevent unsightly conditions or weeds within this future expansion area at all times.
- C. Landscape Installation. All landscaping required herein, or otherwise to be improved on any Building Site, shall be completed within one hundred fifty (150) days after substantial completion of the construction or issuance of a temporary occupancy permit for a building or other Improvement to be constructed on the Building Site. If weather conditions do not allow timely completion, then such Building Site Owner shall notify the Architectural and Landscaping Review Committee in writing that such landscaping cannot be completed within the one hundred fifty (150) day period, and the Architectural and Landscaping Review Committee may issue an extension, in writing, upon good cause shown. The required landscaping shall be completed as soon thereafter as weather conditions permit but no later than 365 days after occupancy or substantial completion of improvements. The Owner shall notify the Architectural and Landscaping Review Committee immediately upon such completion. If any Owner fails to undertake and complete its landscaping within the one hundred fifty (150) day period set forth above or any extension thereof, then either the Architectural and Landscaping Review Committee or Declarant at its option, after giving the Owner ten (10) days prior written notice, may undertake and complete such landscaping because of the failure of an Owner to complete the same, the costs of such landscaping shall be assessed against the Owner. If such landscaping assessment shall not be paid within thirty (30) days after written notice of such assessment from the Architectural and Landscaping Review Committee or Declarant to said Owner, then said assessment will constitute a lien on the Building Site and may be enforced as set forth in **Article XI**, hereof.



- D. Landscape Maintenance. Each Owner, Tenant, or Occupant of a Building Site shall be responsible for the landscape maintenance of its Building Site in a uniform, high quality, first-class manner, and it may contract to have such work performed by an independent landscape maintenance contractor. However, in the event that the landscape maintenance performed by such Owner, Tenant or Occupant, or its contractor is not in compliance with the landscaping maintenance standards established by the Architectural and Landscaping Review Committee and such landscape maintenance is not brought into compliance with such standards within thirty (30) days (or such longer period of time as designated by Declarant or the Architectural and Landscaping Review Committee, in their sole discretion) of the receipt of written notice from Declarant or said Committee setting forth the particulars of such noncompliance, then Declarant or the Architectural and Landscaping Review Committee (directly or through its landscape contractor or other agent), in its sole discretion, may enter upon the Building Site and undertake such landscape maintenance. All costs of such landscape maintenance undertaken by Declarant or the Architectural and Landscaping Review Committee (directly or through its landscape contractor or other agent), shall be assessed against the Building Site upon which such landscape maintenance was performed, and failure to pay such assessment shall constitute a lien against the Building Site enforceable pursuant to **Article XI**, hereof.
- E. Landscape: City Street right of way & island Planters at City sidewalks. Scope of work for every Building Site's landscaping installation and maintenance shall include City Pullman street right of ways, utility easements, and Association signage Easements, and planter islands between City sidewalks and City Street. The Owners Association shall have control of type, method and specifications of all landscaping placed within the island planters between City street curb and the City of Pullman sidewalks throughout the development.
- F. Common Area Landscaping Installations and Maintenance. All landscaping and improvements on Signage Easements, Sunrise Park, Bike paths or other Common Areas shall be completed and maintained in accordance with the approved plans. All costs of such landscape installation and maintenance undertaken by Declarant, Association or the Architectural and Landscaping Review Committee shall be assessed proportionately per Building Site based on Square footage of each Building Site against all Building Sites and, if unpaid, shall constitute a lien against each building site which has failed to pay the assessment and enforceable pursuant to **Article XI**, hereof.
- 8.7 Maintenance. Each Owner of a Building Site shall keep its Building Improvements, and appurtenances thereon in a safe, clean, maintained, neat and wholesome condition and shall comply in all respects with all governmental statutes, ordinances, regulations, and health, police and fire requirements. Each Owner, Tenant, and Occupant at its own expense shall remove any rubbish or trash of any character, which may accumulate on its Building Site. Rubbish, trash, garbage, or other waste shall be kept in sanitary covered and enclosed containers. All equipment for the storage or disposal of such materials shall be kept in a clean and sanitary condition. Rubbish and trash shall not be disposed of on the Property by burning.
- 8.8 Exterior Paint. Any building exterior, which is painted or stained, must be repainted or stained every eight (8) years at a minimum unless a written variance to this requirement is issued by the Architectural and Landscaping Review Committee.





### 8.9 Signs.

- A. Each improved Building Site shall be allowed signs in accordance with the zoning regulations for the property as set forth in the Pullman Municipal code and as approved and designated by the Architectural and Landscaping Review Committee.
- B. Each improved Building Site shall utilize and incorporate at Building Site's main or primary entrance driveway or Common Driveway a minimum of one pre-approved sign as defined and approved as set forth in **Attachment "B"**.
- C. Required entrance monument signs as set forth in **Attachment "B"** may be shared by two or more Building Sites at the location of a Common Driveway Easement. The use of this entrance signage does not preclude Building Sites from additional on-site signage, but rather define a general cohesive entrance signage appearance for all entrance signage within the development. No other entrance signage other than the approved entrance signage shall be allowed within forty feet of a driveway entrance or the street frontage right of way unless the signage is located on a building.
- D. Pre-approved entrance signage as set forth in **Attachment "B"** will accommodate multi-tenant or multi ownership Building Sites of up to six tenants or co-owners.
- E. All Building Sites are required to provide a uniform pre-approved entrance sign as set forth in **Attachment "B"** that will accommodate all individual Building Site business occupants conducting business within the Building Site subject to 8.9 Signs (F) below
- F. All entry monument signage related to individual Building Sites described herein shall be initially installed by Palouse Business Center Owners Association and each Building Site's Owner(s) shall reimburse the Owners Association for the initial installation of the entry monument signage related to the specific Building Site prior to occupancy of any improvements on any Building Site as per the following schedule. The amount of Reimbursement shall initially be set at \$3,000 plus \$500 per additional tenant or co-locator on a specific Building Site.
- G. Owners of individual Building Sites who do not share a Common Driveway shall be entitled to all six of the individual tenant panels on each entry monument sign which can be combined for larger display area. If the six tenant panels do not meet the needs of a Building Site related to displaying all tenants or co-locators within an individual Building Site the Owners Association shall install a second entry monument sign to accommodate the additional tenants within the Building Site and bill Building Site Owner this sections shall be subject to 8.9 Signs (F) above.
- H. Owners of individual Building Sites which share a common driveway shall be entitled to three of the individual tenant panels on each entry monument sign which can be combined for a larger display area. If the assigned three tenant panels do not meet the needs of the Building Site related to displaying all tenants or co-locators within an individual Building Site at shared driveway locations the Owners Association shall install a second entry monument sign to accommodate the additional tenants within the Building Site and bill Building Site Owner subject to 8.9 Signs (F) above.
- I. Owners of individual Building Sites shall be responsible for costs of Individual Tenant Panels, lettering, graphics and installation applied to all entry monument signage as set forth in **Attachment "B"**





- J. All entry monument signage related to individual Building Sites or shared Common Driveway's described herein shall be maintained at the sole expense of the Building Site owner(s) after initial installation by the Owners Association. Costs for procurement, installation, lettering, graphics, replacement, insurance, maintenance and repair of entrance signage shared by one or more Building Site Owner(s) shall be shared equally between the two benefiting Building Site Owners.
- K. Flashing, temporary, moveable, or mobile signs shall not be permitted. A single temporary sign per Building Site advertising the Building Site for sale or lease shall be allowed however the sign advertising the sale or lease may be no larger than 32 square feet in size.
- L. All proposed plans for signs to be erected, including details of design, graphics, lettering materials, location, size, height, color and lighting, shall require the prior written approval of the Architectural and Landscaping Review Committee before erection. All signs must be consistent with and complimentary to other signs located within the Palouse Business Center. Solar power is encouraged for sign lighting.
- M. The provisions with respect to signs contained in this Article VIII, Paragraph 8.9, shall not apply to signs identifying Palouse Business Center.
- N. The Palouse Business Center Association will construct a main entry monument sign at the Fairmont Drive and Clearwater Drive intersection per **Attachment "B"**. All Building Site Owners, at their own expense, shall be entitled to place signage copy, and graphics on one of the removable tenant or owner panels that attach to the monument signage as directed by the Owners Association upon payment as set forth in to 8.9 Signs (F) above.
- 8.10 Utility Connections. All utility lines including fiber and connections shall be underground. Transformer and utility meters of any type shall be adequately screened from view and all installation of new transformers and or meters on a Building Site shall require the written approval of the Architectural and Landscaping review Committee before installation.
- 8.11 On-Site Drainage, Detention and Bio-filtration.
- A. Each Building Site Owner shall be required to provide adequate drainage facilities, including on-site collection, Bio-Filtration and provide a controlled release of storm water into the storm water sewer system resulting from precipitation runoff and surface waters as required.
- B. The Regional Storm Water Detention System constructed within the Palouse Business Center as part of the development is designed and engineered to provide a Regional Storm Water Detention solution for up to 100% of the usable area (flat pad site) of each Building Site as defined on the plat map of any given Building Site, which is calculated to be the impervious surface of said Building Site. The Regional Storm Water Detention System is designed to have the capacity to serve all Building Sites within the Palouse Business Center development. The Regional Storm Water Detention System is not designed for future expansion or capacity.
- C. The City of Pullman and applicable governing authority shall govern amount of on-site Storm Water Detention facilities and Bio-filtration required on a specific Building Site.



- D. A qualified engineer's response recommending methods of Detention, Bio-filtration and adequate methods of drainage shall be submitted by the Owner of each Building Site to the Architectural and Landscaping Review Committee for approval of plans and specifications for any proposed building or improvements.
- E. Approved methods for detention include pond storage of storm water on rooftops, in parking areas, in the landscaped areas. Approved methods for Bio-filtration include active systems, passive systems, grassy swales, graded drainage swales and/or by other approved methods.
- 8.12 Water and Sewage. Each Building Site Owner shall be required to connect to all water and sewer lines to the City of Pullman's applicable system and satisfy all health and governmental water and sewage treatment requirements. Building Site owners will be required to provide onsite fire hydrants meeting fire flows requirements as determined by the City of Pullman Fire Safety officer. In addition to onsite fire hydrants most Building Sites will require fire Sprinkler systems incorporated into the structure constructed on the Building Site
- 8.13 Antennas and Satellite Dishes. No antennae, except as may be limited by Federal, State or Local regulations, shall extend more than 10 feet over the roof of any building. Any satellite or dishes receiver erected shall be screened so as to not be visible from any roadway. No Building Site may provide wireless service of any type including cell or data transmission to other non-owned or non-affiliated owned Building Sites within the Development.

#### **ARTICLE IX** **BUILDING STANDARDS**

- 9.1 Construction. Construction or alterations of all buildings within the Property shall meet the standards as set forth in these Covenants. In addition, the following specific standards shall apply to all real property improvements on all Building Sites:
- A. Fire Resistant. All buildings shall be of fire resistant construction. Construction shall include automatic sprinkler systems or approved alternative, which meet the standards of the Insurance Services Office (or other similar local organization having jurisdiction) or shall be constructed in such a manner as not to adversely affect the fire rating of any other building on the Property.
- B. Equipment. No heating, air conditioning, electrical or other equipment or apparatus shall be installed on the roof of any building or structure or hung on the exterior walls unless the same is screened, covered, and installed in a manner which shall be first approved in writing by the Architectural and Landscaping Review Committee.
- C. Exterior. The architectural character of each building and/or structure shall be of professional contemporary design and style. The design of buildings will be evaluated in terms of professional standards and in regards to the sensitive integration of form, textures, colors, and the manner in which the building relates to other structures in the Palouse Business Center.



- D. Walls & Roofs All exterior building walls and structures shall be constructed with attractive and similar durable materials such as textured concrete, masonry, stone, brick, finishing wood, stucco, EFS, Insulated metal panels or glass compatible with campus like standards. Buildings proposed to utilize split face block, panel metal siding or roofs in the Delta rib or similar style will not be allowed. Raised Ribbed metal roofs may be allowed when architecturally compatible. The Architectural and Landscaping Review Committee shall approve all exterior building materials in writing. Notwithstanding any provisions contained herein to the contrary, the Architectural and Landscaping Review Committee reserves the right, in its sole discretion, to approve or disapprove all exterior finish materials.
- E. Screening. All screening called for herein shall be constructed of materials similar and like nature to the buildings located on the Building Site and be of similar architectural design and appearance. All trash and Rubbish collection points shall be fully screened including gates.
- F. Certificate of Occupancy All Building Site Owners shall obtain a permanent Certificate of Occupancy from the city of Pullman within 400 days of commencing construction activities on any Building Site.
- 9.2 Zoning Restrictions. In the event of any overlap or conflict between any requirements of these Covenants and the requirements of the zoning or Building codes of the City of Pullman, Washington, the more stringent or restrictive requirement shall govern.
- 9.3 Sustainability and “Green” Initiatives. To promote sustainable design and construction each Building Site each Building Site shall incorporate a minimum of one feature from each headings listed below into the design and construction of each Building Site and shall identify at time of plan submittal to the Architectural Review Committee which methods are being incorporated from the list below and include detailed plans and specifications of how the Building Site owner will achieve the desired results. The Architectural Review Committee may consider alternative combinations of sustainability features.

**Sustainable Site Development (one required)**

- a. Construction Activity: Implement a pollution prevention plan including garbage, noise, dust, traffic, construction storm water discharge & permit.
- b. Protect, restore or enhance or create wildlife habitat on Building Site or within the Developments dedicated bike and walk paths or within the City Park (Sunrise Park) or Common Area easements.
- c. Provide alternative transportation choices through dedicated bicycle storage areas & changing rooms, Bus type shelters, set aside dedicated parking for low emitting or fuel-efficient vehicles, charging stations for electric vehicles. Car pool or sharing plans for employees.
- d. Light pollution reduction in parking areas and on building exterior combined with Reduction of Heat island effect of parking lots and roof structure by landscaping islands within parking lots, green roofs or other approved means.

**Water Efficiency (one required)**

- a. Water systems engineered & designed for a 15% reduction in proposed water use below current code requirements through the use of low flow technologies, waterless urinals low-flush and dual-flush toilets and similar technology.
- b. Incorporating innovative waste water technologies such as recycling gray water.
- c. Water efficient landscaping plans.
- d. Capture and reuse of rain water.



**Energy & Atmosphere (one required)**

- a. HVAC and or Building envelope systems engineered & designed for a 15% reduction in proposed energy use below current code requirements through energy efficient construction methods and materials and use of innovative technologies, examples include occupancy sensors, high efficiency SEER, HVAC equipment etc.
- b. Lighting systems engineered & designed for a 15% reduction in proposed energy use below current code requirements examples include incorporating the use of Compact fluorescent lighting, LED light sources, reduced wattage T8 fluorescent Bulbs, motion detecting occupancy sensors, energy star Qualified Appliances.
- c. Installation of onsite renewable energy sources, including wind and or solar sized to meet to meet a minimum of 5% of the expected energy consumption of the Building Site.

**Materials & Resources (one required)**

- a. Dedicated areas defined for the storage and collection of recyclables an implemented written waste reduction plan and use of recycled post-consumer content in office supplies. Compaction of waste when and where applicable.
- b. Management and reuse/recycling of construction waste into the new construction building improvements.
- c. Use of recycled content in the new construction building improvements.
- d. Use of renewal or managed resources in the new construction.

**Indoor Environmental Quality (one required)**

- a. Documented use of low emitting materials such materials as paints, coatings, adhesives, floorings in the construction of the premises to improve air quality.
- b. Incorporate use MERV 8 filters, occupancy sensors, High SEER HVAC equipment, advanced controls HVAC systems and heat recovery exchangers.
- c. Incorporate use of additional daylight areas zones through use of skylights or other innovative measures to reduce lighting requirements.
- d. Use of advanced glazing components for thermal control and comfort that exceed current energy code requirements by 15%.

**ARTICLE X**  
**APPROVAL OF PLANS**

- 10.1 Architectural Review Committee. There is hereby established an Architectural Review Committee whose members shall be appointed by the Declarant. This Committee shall consist of at least three (3) members, one of which will be Declarant and one member of which shall be a licensed architect, land planner, a person with building construction experience or equivalent. Members of the Architectural Review Committee shall serve at the pleasure of Declarant. The affirmative vote of two (2) members, or a majority vote of the Architectural Review Committee if the committee is comprised of more than three (3) members, shall constitute the action of the Architectural Review Committee. In the event of any vacancies on the Architectural Review Committee, Declarant shall appoint replacement members, but if Declarant no longer owns fee title to any portion of the Property, then the remaining members of the Architectural Review Committee shall appoint replacement members with the Associations prior approval. Architectural Review Committee members shall not be paid for their review services but may be reimbursed for costs incurred by their duties by prior agreement with the Association.





- 10.2 Required Approvals. No Improvements shall be constructed, erected, placed, altered, maintained, or permitted on any Building Site until plans and specifications with respect thereto have been submitted to and approved in writing by the Architectural and Landscaping Review Committee showing the proposed Improvements, plot layout and all exterior elevations, materials and colors, signs and landscaping, traffic engineering, number and size and layout of parking areas and spaces, filling and grading, easements and utilities, proposed building use and number of employees, the complete description of the sustainable "Green" Initiatives to be implemented and such other information as may be requested by said Committee. All plans and specifications shall be submitted in manner and form satisfactory to the Architectural and Landscaping Review Committee which includes electronic formats such as PDF files and hard printed copies including the signature of the Owner of the Building Site or the Owner's authorized agent. The Architectural and Landscaping Review Committee shall have the right to charge an Owner a reasonable fee, which shall be initially set at two hundred dollars (\$200.00), for the review of original plans and specifications submitted to the Architectural and Landscaping Review Committee and a reasonable fee, which shall be initially set at one hundred dollars (\$150.00), for additional or second review of plans and specification (or the resubmission of disapproved plans and specifications) submitted by an Owner with respect to such Owner's Building Site. Any change (whether at the Owner's initiative or to comply with code or permit requirements) shall require approval of the Architectural and Landscaping Review Committee. All fees collected by the Architectural and Landscaping Review Committee shall be used for sole for the benefit of the Association's expenses.
- 10.3 Approval Criteria. Approval shall be based, among other things, on the following: adequacy of Building Site dimensions; conformity and harmony of external design and materials, including proposed colors of paint, exterior finishes and trim, with neighboring structures; effect of location and use of Improvements of neighboring Building Sites, operations and uses; relation of topography, grade and finished ground elevation of the Building Site being improved to that of neighboring Building Sites; proper facing of main elevation with respect to nearby streets; and conformity of the plans and specifications to the purpose and intent of these Covenants and the applicable zoning regulations as may be amended from time to time. The Architectural and Landscaping Review Committee shall not arbitrarily or unreasonably withhold its approval of such plans and specifications. Upon disapproval by the Committee, the Owner shall not take any further action regarding the proposed Improvement until revising, resubmitting and obtaining the approval of such revised plans and specifications by the Architectural and Landscaping Review Committee.
- 10.4 Review Period. If the Architectural and Landscaping Review Committee fails either to approve or disapprove such plans and specifications (including resubmission of disapproved plans and specifications which have been revised) within thirty (30) days after the same have been submitted to it (provided that all required information has been submitted), it shall be conclusively presumed that said plans and specifications have been approved. However, the restrictions contained in **Article VII, VIII and IX** must be complied with even if the Architectural and Landscaping Review Committee gives no response. The Architectural and Landscaping Review Committee shall notify the Owner in writing upon receipt of all required plans and specifications and the aforesaid thirty (30) day period shall commence on the date all required information was received by the Committee.
- 10.5 No Liability. Neither the Architectural and Landscaping Review Committee, Declarant, nor their respective successors or assigns shall be liable of damages to anyone with regard to any restrictions, standards or requirements contained in these Covenants and/or to anyone submitting plans to them for approval, or to any Owner of a Building Site affected by these Covenants, by reasons of mistake or difference in judgment, negligence or nonfeasance arising out of or in connection with the approval or disapproval or failure any such plans and specifications.



**ARTICLE XI**  
**ENFORCEMENT**

- 11.1 Right to Enforce. The Declarant or any owner of a Building Site subject to Paragraph 11.5 shall have the right to enforce, by appropriate proceeding at law or in equity, all covenants, conditions, restrictions, reservations, liens or charges now or hereafter imposed by the provisions of this Declaration. Failure or forbearance by any person or entity so entitled to enforce the provisions of this Declaration to pursue enforcement shall in no event be deemed a waiver of the right to do so thereafter.
- 11.2 Remedies Cumulative. Remedies provided by this Declaration are in addition to, cumulative with, and are not in lieu of other remedies provided by law. There shall be, and there is hereby created and declared to be, a conclusive presumption that any violation or breach or attempted violation or breach of the covenants, conditions, and restrictions herein cannot be adequately remedied by an action at law or exclusively by recovery of damages.
- 11.3 Covenants Running with the Land. The covenants, conditions, restrictions, agreements, liens, easements, enjoyment rights and other provisions contained herein are intended to and shall run with the land and shall be binding upon all persons purchasing, leasing, subleasing or otherwise occupying any portion of the Palouse Business Center, their heirs, executors, administrators, successors, grantees and assigns. All instruments granting or conveying any interest in any Building Site and all leases or subleases shall refer to this Declaration and shall recite that it is subject to the terms hereof as if fully set forth therein. However, all terms and provisions of this Declaration are binding upon all successors in interest despite an absence of reference hereto in the instrument of conveyance, lease or sublease.
- 11.4 Assessments as Liens. Any assessment made by the Association shall be a lien against the Building Site of the Owner as of the date on which the Association determines the amount of any assessment or any special assessment. The Association shall be entitled to foreclose its lien and shall be entitled to collect its reasonable attorney's fees and litigation expenses in such a foreclosure action. The Association may also personally sue the Owner directly for the amount of any assessment, together with legal fees and interest.
- 11.5 Abatement and Suit. The Covenants, including all conditions, covenants, restrictions, and reservations contained herein shall run with the land and be binding upon and inure to the benefit of Declarant and the Owners of every Building Site within the Property. These Covenants may be enforced as provided hereinafter by Declarant acting for itself, or by the Architectural and Landscaping Review Committee on behalf of all Owners. By acquiring an interest in the Property, each Owner irrevocably appoints Declarant (or the Architectural and Landscaping Review Committee if Declarant so designates) as the Owner's attorney-in-fact for enforcement and all other purposes. If Declarant and the Architectural and Landscaping Review Committee fail to take corrective action within thirty (30) days after an Owner notifies Declarant (or the Architectural and Landscaping Review Committee if Declarant so designates) in writing of a claimed violation of these Covenants, then (and only in that event) an Owner at his own cost and expense, may separately enforce these Covenants as hereinafter provided. Violation of any term or provision herein contained shall give Declarant and/or the Architectural and Landscaping Review Committee the following cumulative rights: to enter upon the portion of the Property wherein said violation exists and to summarily abate and remove at the expense of the Owner thereof any structure, thing or condition that may be or exist thereon contrary to the intent and meaning of the provisions hereof; to institute a proceeding at law or in equity against the Owner or Owners who have violated or are attempting to



violate any of the terms and provisions of these Covenants and to enjoin or prevent them from continuing to do so; or otherwise to cause said violations to be remedied and/or to recover damages for said violation. All costs of abatement, removal or remedying of the violation shall be assessed against the abatement, removal or remedying of the violation shall be assessed against the Building Site and failure to pay such assessment shall constitute a lien enforceable against the Building Site pursuant to **Article XI**,

- 11.6 Deemed to Constitute a Common Law Nuisance. Every violation of these Covenants or any part thereof is hereby declared to be and to constitute a common law or private nuisance, and every public or private remedy allowed therefore by law or equity against an Owner, Tenant, or Occupant shall be applicable against every such violation and may be exercised by Declarant and/or the Architectural and Landscaping Review Committee. In the event of any violation or the threatened violation of these Covenants or any part thereof, any person or entity, authorized to enforce these Covenants, or any part thereof, shall have the right to get an injunction against such violator or threatened violator in a Court of competent jurisdiction in addition to all other remedies set forth herein.
- A. Attorney's Fees and Costs. In any legal or equitable proceeding for the enforcement or to restrain the violation of these Covenants or any provisions hereof, the losing party or parties shall pay the reasonable attorney's fees and costs of the prevailing party or parties in the amount as may be fixed by the Court in such proceedings. All remedies provided herein or at law or in equity shall be cumulative and nonexclusive.
- B. No Waiver. The failure of Declarant and/or the Architectural and Landscaping Review Committee to enforce any of the conditions, covenants, restrictions or reservations herein contained shall in no event be deemed to be a waiver of the right to do so for subsequent violations or of the right to enforce any other conditions, covenants, restrictions, or reservations, and Declarant and/or the Architectural and Landscaping Review Committee shall not be liable therefore.
- 11.7 Enforcement and Assessments. The Owner of each Building Site shall, within thirty (30) days after the date upon which a notice of assessment is made or delivered to such Owner, remit the amount of such assessment to Declarant or the Architectural and Landscaping Review Committee, as the case may be. Assessment shall include but not be limited to the following: All assessments and fees shall be used for sole benefit of the Association's expenses.
- A. Assessments arising from completion of landscaping in accordance with **Article VIII**,
- B. Assessments arising from landscaping maintenance on a Building Site or Common Area Easements which was performed in accordance with **Article VIII**,
- C. Assessments for Common Area maintenance and repairs including site signage installation, maintenance or repairs that serves to the benefit of all Building Site owners and is located in Common areas in accordance with **Article 1V**
- D. Assessments for Common Area capital and real property improvements which are approved by the majority vote of all Building Site Owners in accordance with **Article 111**
- E. Assessments arising from abatement, removal or remedying violations in accordance with **Articles VII, VIII, IV and XI**.





F. Plan review fees as defined in **Article X**

Any assessment not paid within the aforesaid thirty (30) day period shall bear interest from and after said thirty (30) day period at the rate of twelve percent (12%) per annum until paid. All assessments not paid as set forth herein, plus accrued interest thereon, shall constitute a lien on the Building Site superior and prior to all other liens and encumbrances, except those liens for general taxes and special assessment liens, and except all liens unpaid on any deed or mortgage of record. To evidence the lien created under these Covenants, Declarant or the Architectural and Landscaping Review Committee shall prepare written notice (the "Notice") setting forth the amount of such unpaid assessment, the name of the Owner or the reputed Owner of the building Site and a legal description of such Building Site. The Notice shall be signed by Declarant or a member of the Architectural and Landscaping Review Committee and shall be recorded in the office of the Clerk and Recorder for Whitman County (or to the appropriate office for recording real property records) after having been mailed to the Owner or reputed Owner of the Building Site in default not less than thirty (30) days prior to such recording. The lien for the unpaid assessment shall attach from the date of the recording of the Notice. Any such lien may be enforced by the foreclosure upon the Building Site in the same manner as real property is foreclosed under the laws of the State of Washington. In any such foreclosure, the Owner of the Building site which is being foreclosed shall be required to pay the costs, expenses and reasonable attorney's fees in connection with the preparation and filing of the Notice as provided herein and in connection with the foreclosure. Declarant or the Architectural and Landscaping Review Committee shall notify any mortgagee of the Building Site being foreclosed if such mortgagee has its address of record in the encumbrance document or otherwise furnishes its address in writing to Declarant or the Architectural and Landscaping Review Committee. Any mortgagee holding a lien on the Building Site may, but shall not be required to, pay any unpaid assessment and upon such payment, the mortgagee shall have a lien on the Building Site for the amount paid with the same priority as the lien of Declarant or the Architectural and Landscaping Review Committee. If a mortgagee forecloses mortgage, the mortgagee or its purchaser shall not be liable for the unpaid assessments chargeable to the foreclosed Building Site, which became due prior to such possession. All unpaid assessments against the foreclosed Building Site shall become a new assessment to be pro rata reassessed and paid by all other Building Site Owners, including the mortgagee or its purchaser. The Assessment amount against each Building Site also shall be the personal and individual debt of the Owner thereof at the time the assessment is made. Suit to recover a money judgment (together with reasonable attorney's fees and costs as aforesaid) for unpaid assessments may be maintainable without foreclosing or waiving the liens securing the same.

- 11.8 Certificate of Compliance. Upon written request of any Owner, mortgagee, prospective Owner, Tenant or prospective Tenant of a Building Site, and upon payment of a reasonable fee not to exceed Fifty Dollars (\$50.00), Declarant or the Architectural and Landscaping Review Committee shall issue an acknowledged certificate in recordable form setting forth the amounts of unpaid assessments under these Covenants, if any, and setting forth the amounts and whether or not said Owner is in violation of any of the terms and conditions of these Covenants. The certificate shall be conclusive upon Declarant or the Architectural and Landscaping Review Committee in favor of the persons to whom addressed if they rely thereon in good faith. Declarant or the Architectural and Landscaping Review Committee shall furnish the certificate within Twenty (20) days from the receipt of a written request therefore. If Declarant or the Architectural and Landscaping Review Committee fail to furnish such statement with said Twenty (20) days, it shall be conclusively presumed there are no unpaid assessments relating to the Building Site as to which the request was made and that said Building Site is in conformance with all of the terms and provisions of these Covenants.





**ARTICLE XII**  
**MISCELLANEOUS**

- 13.1 Partial Invalidity. All of the conditions, covenants, restrictions, and reservations contained in this Declaration of Protective Covenants shall be construed together, but if it shall at any time be held that any one or more of said conditions, covenants, restrictions, and/or reservations or any part thereof is void, invalid or unenforceable, then the same shall be affected or impaired thereby.
- 13.2 Owner's Liability Subsequent to Sale. Upon sale of a Building Site, the Owner so selling shall not have any further liability for the obligations thereon which accrue against the Building Site sold after the date of conveyance, but nothing herein shall relieve an Owner of any Building Site from liability for any assessments or other obligations incurred pursuant to these Covenants prior to such sale.
- 13.3 Benefits and Burdens. The terms and provisions contained in these Covenants shall bind and inure the benefit of Declarant, the Owners of all Building Sites located within the Property, and their respective heirs, successors, personal representatives and assigns.
- 13.4 Notice. Any notices required or permitted herein shall be in writing and mailed, with proper postage prepaid, by registered or certified mail, return receipt requested, and shall be directed as follows: If intended for a Building Site Owner (1) to the address of the Building Site, if improved; (2) to the address set forth in the purchase and sale agreement if the Building Site is not improved; or (3) if neither of the foregoing applies, then to the last known address of the Owner. If notice intended for Declarant, then sent to the address designated by the Declarant from time to time.
- 13.5 Singular and Plural Headings. Words used herein, regardless of the number and gender specifically used, shall be deemed and construed to include any other number singular or plural, and any other gender, masculine, feminine, or neuter, as the context requires. Paragraph headings have been inserted solely for convenience and shall not be considered a part of these Covenants for any purpose relating to the interpretation or construction of these Covenants.
- 13.6 Applicable Law. These Covenants shall be construed and enforced in all respects under the Laws of the State of Washington.
- 13.7 Other Agreements and Declarations. Nothing in these Covenants shall modify or relieve any Owner or other person from complying with obligations under any declarations for easements or other agreements affecting the Property or portions thereof which are recorded and/or entered into with an Owner or shown on the plat.

IN WITNESS WHEREOF, Kevin D. Kirkman has executed this instrument the day and year first above written.

By: \_\_\_\_\_



**Attachment "A"****Palouse Business Center Owners Association voting percentage Schedule dated July 20, 2013  
and assigned street addresses**

- **Lot 1, Block 1**
  - Owner: Pullman Regional Hospital
  - Size: 117,389 Square feet
  - Owners Association voting percentage: Currently exempt
  - Street address: 860 SE Clearwater Drive, Pullman WA. 99163
  
- **Lot 2, Block 1**
  - Owner: Pullman Regional Hospital
  - Size: 81,2578 Square feet
  - Owners Association voting percentage: Currently exempt
  - Street address: 940 SE Clearwater Drive, Pullman WA. 99163
  - Alternate street address: 1855 SE Tucannon Court
  
- **Lot 3, Block 1**
  - Owner: Pullman Regional Hospital
  - Size: 45,108 Square feet
  - Owners Association voting percentage: Currently exempt
  - Street address: 1815 SE Tucannon Court, Pullman WA 99163
  
- **Lot 4, Block 1**
  - Owner: Pullman Regional Hospital
  - Size: 63,012 Square feet
  - Owners Association voting percentage: Currently exempt
  - Street address: 1735 SE Tucannon Court, Pullman Wa 99163
  
- **Lot 5, Block 1**
  - Owner: KIP Development LLC
  - Size: 76,258 Square feet
  - Owners Association voting percentage/votes: 6.32% / 6.32
  - Street address: 1810 SE Tucannon Court, Pullman Wa 99163
  
- **Lot 6, Block 1**
  - Owner: KIP Development LLC
  - Size: 56,332 Square feet
  - Owners Association voting percentage/votes: 4.67% / 4.67
  - Street address: 1840 SE Tucannon Court, Pullman Wa 99163





- **Lot 7, Block 1**
  - Owner: KIP Development LLC
  - Size: 78,230 Square feet
  - Owners Association voting percentage/votes: 6.49% / 6.49
  - Street address: 1060 SE Clearwater Drive
  - Alternate street address: 1088 SE Bypass Drive, Pullman Wa 99163
  
- **Lot 1, Block 2**
  - Owner: KIP Development LLC
  - Size: 77,687 Square feet
  - Owners Association voting percentage/votes: 6.44% / 6.44
  - Street address: 805 SE Clearwater Drive, Pullman WA. 99163
  
- **Lot 2, Block 2**
  - Owner: Lawrence Gross dba Relay Application Innovation
  - Size: 83,446 Square feet
  - Owners Association voting percentage/votes: 6.92% / 6.92
  - Street address: 895 SE Clearwater Drive, Pullman WA. 99163
  
- **Lot 3, Block 2**
  - Owner: KIP Development LLC
  - Size: 83,593 Square feet
  - Owners Association voting percentage/votes: 6.93% / 6.93
  - Street address: 945 SE Clearwater Drive, Pullman WA. 99163
  
- **Lot 4, Block 2**
  - Owner: KIP Development LLC
  - Size: 49,701 Square feet
  - Owners Association voting percentage/votes: 4.12% / 4.12
  - Street address: 1005 SE Clearwater Drive, Pullman WA. 99163
  
- **Lot 5, Block 2**
  - Owner: KIP Development LLC
  - Size: 75,409 Square feet
  - Owners Association voting percentage/votes: 6.25% / 6.25
  - Street address: 1054 SE Bypass Drive, Pullman WA 99163
  
- **Lot 6, Block 2**
  - Owner: KIP Development LLC
  - Size: 54,269 Square feet
  - Owners Association voting percentage/votes: 4.5% / 4.5
  - Street Address: 2030 SE Grande Ronde Court, Pullman WA 99163
  - Alternate street address: 1046 SE Bypass Drive, Pullman WA 99163



- **Lot 7, Block 2**
  - Owner: KIP Development LLC
  - Size: 80,524 Square feet
  - Owners Association voting percentage/votes: 6.68% / 6.68
  - Street Address: 2020 SE Grande Ronde Court, Pullman WA 99163
  
- **Lot 8, Block 2**
  - Owner: KIP Development LLC
  - Size: 128,175 Square feet
  - Owners Association voting percentage/votes: 10.63% / 10.63
  - Street Address: 2010 SE Grande Ronde Court, Pullman WA 99163
  
- **Lot 9, Block 2**
  - Owner: KIP Development LLC
  - Size: 109,562 Square feet
  - Owners Association voting percentage/votes: 9.08% / 9.08
  - Street Address: 2005 SE Grande Ronde Court, Pullman WA 99163
  
- **Lot 10, Block 2**
  - Owner: KIP Development LLC
  - Size: 29,730 Square feet
  - Owners Association voting percentage/votes: 2.46% / 2.46
  - Street Address: 2015 SE Grande Ronde Court, Pullman WA 99163
  
- **Lot 11, Block 2**
  - Owner: KIP Development LLC
  - Size: 30,413 Square feet
  - Owners Association voting percentage/votes: 2.52% / 2.52
  - Street Address: 2025 SE Grande Ronde Court, Pullman WA 99163
  
- **Lot 12, Block 2**
  - Owner: KIP Development LLC
  - Size: 23,784 Square feet
  - Owners Association voting percentage/votes: 1.97% / 1.97
  - Street Address: 2035 SE Grande Ronde Court, Pullman WA 99163
  - Alternate street Address: 1036 SE Bypass Drive, Pullman WA 99163
  
- **Lot 1, Block 3**
  - Owner: KIP Development LLC
  - Size: 86,310 Square feet
  - Owners Association voting percentage/votes: 7.16% / 7.16
  - Street Address: 1043 SE Bypass Drive, Pullman WA 99163

721283

Covenants Rec Fee: \$ 153 00  
11/05/2013 02:00 PM Page: 26 of 32  
Eunice L. Coker, Whitman County Auditor



- **Lot 2, Block 3**
  - Owner: KIP Development LLC
  - Size: 82,685 Square feet
  - Owners Association voting percentage/votes: 6.86% / 6.86
  - Street Address: 1051 SE Bypass Drive, Pullman WA 99163
  
- **Lot 3, Block 3 –Sunrise Park**
  - Owner: City of Pullman
  - City of Pullman Park & regional storm water detention facility
  - Owners Association voting percentage: Exempt
  - Street Address: 1079 SE Bypass Drive, Pullman WA 99163
  
- **Lot 1, Block 4**
  - Owner: Palouse Business Owners Association
  - Non conforming lot, PBC owners association common area & entrance Signage
  - Owners Association voting percentage: Exempt
  - Street Address: Not assigned



721283

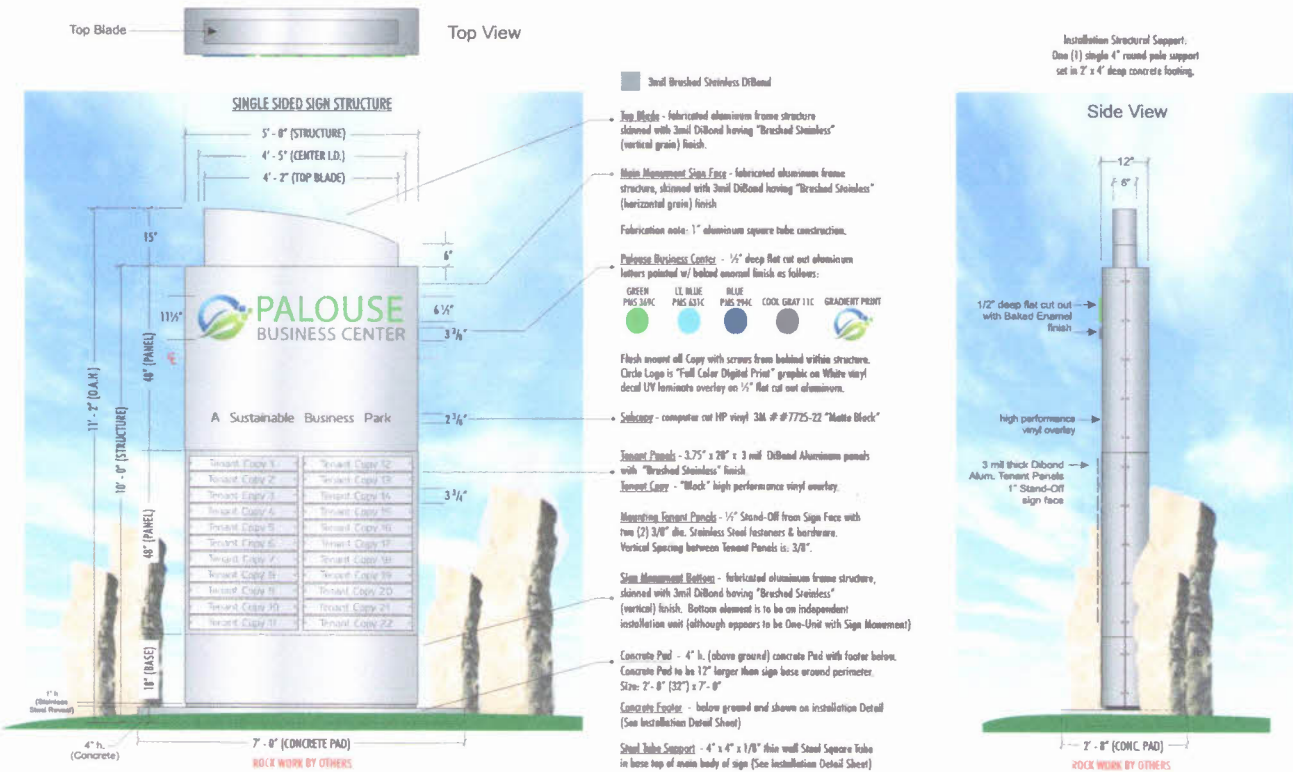
Covenants Rec Fee: \$ 153.00  
 11/05/2013 02:00 PM Page: 27 of 32  
 Eunice L Coker: Whitman County Auditor



Palouse Business Center Entry monument signage at Clearwater & Fairmont Drive

**Monument Sign Elev.**  
 Scale: 1/2" = 1'-0"

Attachment "B", Page 1



**BALDWIN LABORATORIES**  
 6408 N. PITTSBURGH  
 SPOKANE, WY 83401  
 WWW.BALDWINLABS.COM

UNDERWRITER'S LABORATORIES ELECTRIC SIGN

Customer Approval

Customer Approval	Date

FOR NUMBER 00000  
 SALES ASSOCIATE Joel Benheim  
 DESIGNER TEA

DESIGN NUMBER 1  
 VERSION VI  
 REVISION R3

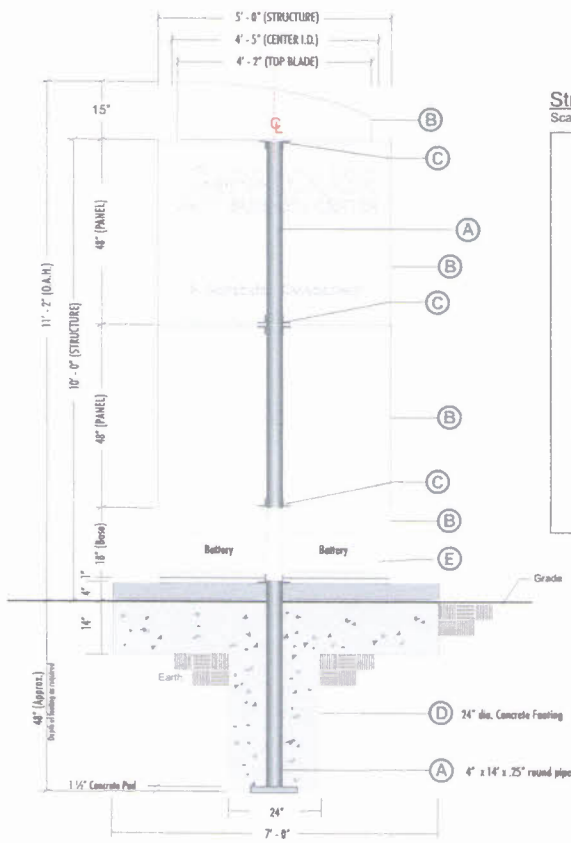
CUSTOMER PALOUSE BUSINESS CENTER  
 LOCATION LEWISTON, ID.  
 DATE 9/13/07  
 SCALE 1/2" = 1'-0"

721283

Covenants Rec Fee, \$ 153.00  
 11/05/2013 02:00 PM Page 28 of 32  
 Eunice L. Coker, Whitman County Auditor



Attachment "B", Page 2



**Structural & Installation Detail**

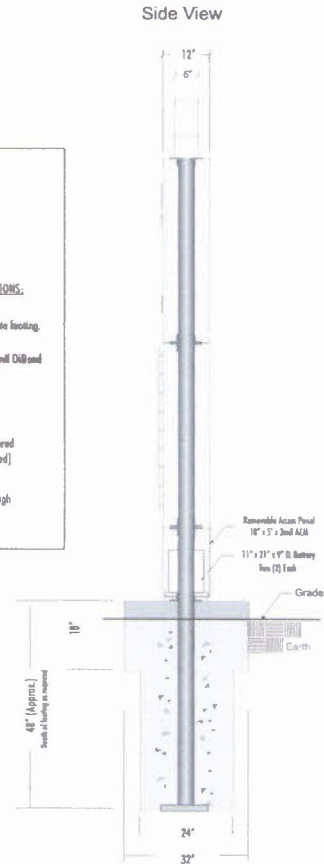
Scale: 1/2" = 1'-0"

**POLE SUPPORT AND INSTALLATION SPECIFICATIONS**

Installation note:  
 All structures, concrete, etc., to be determined by engineer and "Wet Stamp" if required.  
 NO ELECTRICAL STUB-UPS REQUIRED.

**STEEL SUPPORT TUBE, CONCRETE FOOTER & FOUNDATION SPECIFICATIONS:**

- (A) One single 4" round schedule 40 pipe - 14 ft set in 4' x 2' dia. concrete footing.
- (B) Fabricated 1" aluminum square tube frame structure, skinned with 3mil DiBond having "Brushed Stainless" (horizontal grain) finish.
- (C) Pre-made metal "L" angle clip mounts fastened to 4" round pipe.
- (D) Concrete Footer to be standard low-grade pour for Tube concrete, poured in place with pre-made hole, forms (if required), and rebar (if required)
- (E) Battery Enclosure - Two (2) Batteries, housed inside base unit. Access through removable ACM panel screwed in to back side of sign. Each battery 11" x 21" x 9" deep.



8408 N. PITTSBURGH  
 SPokane, WA 99217  
 WWW.BALDWINSIGN.COM

<b>UNSENDER</b> LABORATORIES	<b>Customer Approval</b> Date	<b>PER NUMBER</b> 00000	<b>DESIGN NUMBER</b> 2
ELECTRIC SIGN	Date	<b>SALES ASSOCIATE</b> Joel Baldwin	<b>VISION</b> VI
<small>DESIGNING THE FUTURE OF BALDWIN SIGN COMPANY ALL RIGHTS RESERVED FOR INFORMATION AND INSPIRE</small>		<b>RISKMAN</b> R3	<b>WORKSHOP</b> R3
		<b>CUSTOMER</b> PARADISE BUSINESS CENTER	<b>SCALE</b> 1/2" = 1'-0"
		<b>LOCATION</b> LEWISTON, ID.	
		<b>DAT</b> 9/27/13	

721283

Covenants Rec Fee \$ 153.00  
11/05/2013 02:00 PM Page 29 of 32  
Eunice L. Coker, Whitman County Auditor



Attachment "B", Page 3



## Addendum

### Construction Notes:

#### Sign Dome:

- > 6" deep x 15" tall (high) x 4' - 2" long.
- > 3/4" aluminum square tube bent to shape and welded @ joints.
- > Skinned with DiBond Aluminum Composite Material with Brushed Stainless finish.

#### Body of Sign:

- > 12" Deep 1" Aluminum Square Tube Frame welded @ joints
- > "Skinned" with DiBond Aluminum Composite Material (ACM) with brushed stainless finish.

#### Tenant Panels:

- > One (1) layer, 3 mil Aluminum Composite Material (ACM) with Brushed Stainless finish.
- > Sign Panels are: 3.75" x 28" (Total: 22 Tenant Panels) to mounted with two (2) 3/8" dia. .5" Stand-offs. Stand-offs are Brushed Aluminum finish
- > Sub copy is is high performance vinyl #220-22 Matte Black applied first surface.

#### Concrete Pad / Concrete Footer / Support Pipe:

- > Concrete pad is 4" above ground and 12" extended beyond perimeter of Bottom Average 18" deep.
- > Concrete Pad is 12" larger than monumnet perimeter base, 2'-8" x 7'-0"
- > Concrete Footing is 4' deep x 2' diam.
- > Support Pipe is: 4" round x .125"

### Construction Notes:

#### Address:

- > No Address; Delete address altogether

#### Logo & Address:

- > 1/2" thick flat cut Aluminum Copy with custom color painted:
- > Palouse copy: "Blue" PMS 294C (to be approved by customer)
- > Business Park copy: "Cool Gray 10" (to be approved by customer)
- > Palouse Logo: "Full Color Digital Print with UV "lamine" overlay
- Note: Green is considered "Green" PMS 369C (to be approved by customer)
- Fabrication note: all copy is flush mounted to Sign Face

#### Sign Monument Bottom:

- > 12" Deep 1" Aluminum Square Tube Frame welded @ joints
- > "Skinned" with DiBond Aluminum Composite Material (ACM) with brushed stainless finish.

<small>6400 N. HAYSTACK SPOKANE, WA 99208 WWW.BALDWINSIGN.COM</small>	
<b>UNDERWRITER</b> LABORATORIES	<b>ELECTRIC SIGN</b>
Customer Approval:	Date:
JOB NUMBER 00000	DESIGNER TEA
DESIGN NUMBER 3	REVISION VI
CUSTOMER PALOUSE BUSINESS CENTER	SCALE 1/2" = 1'-0"
LOCATION LEWISTON, ID.	DATE 9/13/17
SALES ASSOCIATE Joel Baldwin	REVISION RJ
<small>THIS SIGN IS THE PROPERTY OF BALDWIN ELECTRIC SIGNS ALL RIGHTS RESERVED. NO REPRODUCTION OR USE PERMITTED.</small>	



721283

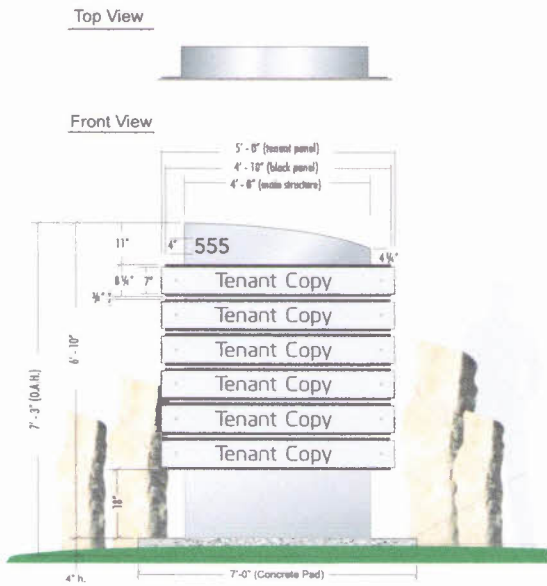
Covenants Rec Fee: \$ 153.00  
 11/05/2013 02:00 PM Page: 30 of 32  
 Eunice L. Coker, Whitman County Auditor



Palouse Business Center; Individual & common driveway monument signage

**1 PALOUSE BUSINESS CENTER - S/F TENANT / MONUMENT SIGN**  
 SCALE: 1/2" = 1' - 0"

Attachment "B", Page 4



"555" - 4" Corbin/3M HP Vinyl #228-22 "Matte Black"

**Top Blinds** - fabricated aluminum frame structure skinned with 3mm DiBond having "Brushed Stainless" (Horizontal Grain) finish.

**Tenant Panels** - Two (2) layers  
 Top Layer Panel - 7' x 60" x 3mm "Brushed Stainless" DiBond.  
 Back Panel - 8.25' x 58" x 3mm Black DiBond.  
 Tenant Copy - "Black" high performance vinyl overlay.

**Mounting Tenant Panels** - 1/4" Stand-Off from Sign Face with two (2) 3/8" dia. Stainless Steel fasteners & hardware.  
 Vertical Spacing between Tenant Panels is: 3/8".

**Note:** Create "Access Panel" on back of monument.

**Main Monument Face** - fabricated aluminum frame structure, skinned with 3mm DiBond having "Brushed Stainless" (Horizontal Grain) finish.

**Note:** 8" aluminum extrusion welded (W) corners.

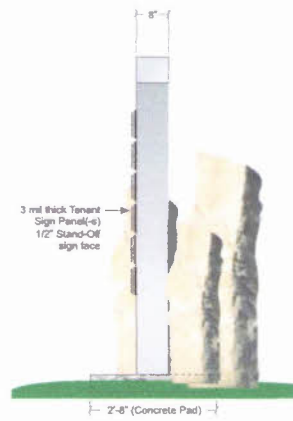
**Concrete Pad** - 4" h. (above ground) concrete Pad with footer below. Concrete Pad to be 12" larger than sign base around perimeter.  
 Size: 7'-8" (32") x 7'-0"

**Concrete Footer** - below ground and shown on installation Detail (See Installation Detail Sheet)

**Steel Tube Support** - 3" x 3" x 1/8" thin wall Steel Square Tube in base top of main body of sign (See Installation Detail Sheet)

**Side View**

Fabrication note: sign monument depth may vary from 8" deep





6000 N. WITTENBERG  
 SUITE 100  
 BOZEMAN, MT 59717  
 WWW.BALDWINSIGNS.COM

<b>CUSTOMER</b>	PALOUSE BUSINESS CENTER		
<b>LOCATION</b>	LEWISTON, ID.		
<b>DATE</b>	10/7/13		
<b>SCALE</b>	1/2" = 1'-0"		
<b>DESIGN NUMBER</b>	1	<b>VERSION</b>	V1
<b>JOB NUMBER</b>	00000	<b>SALES ASSOCIATE</b>	Jean Bobbitt
<b>Customer Approval:</b>		<b>DESIGNER</b>	TEA
<b>UNDERWRITER</b>	UNDERWRITER	<b>DATE</b>	
<b>PERMIT</b>	PERMIT	<b>DATE</b>	
<b>ELECTRIC SIGN</b>	ELECTRIC SIGN	<b>DATE</b>	

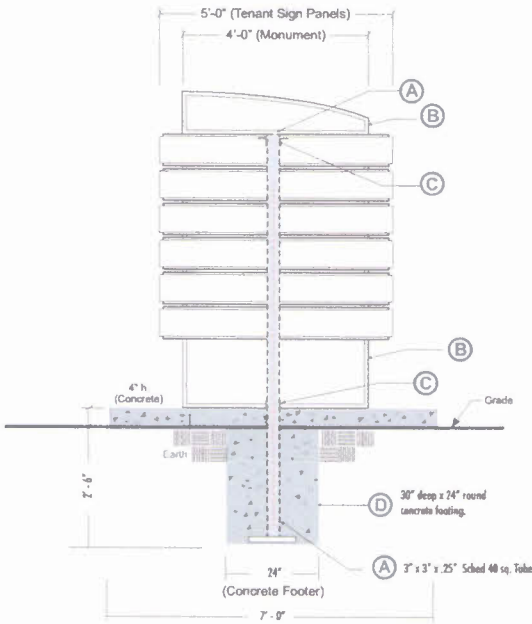
THIS DESIGN IS THE PROPERTY OF BALDWIN SIGN COMPANY  
 ALL MATERIALS AND COLORS ARE APPROXIMATE  
 ALL RIGHTS TO THIS USE OF INFORMATION ARE RESERVED



Attachment "B", Page 5

**Structural & Installation Detail**

Scale: 1/2" = 1'-0"

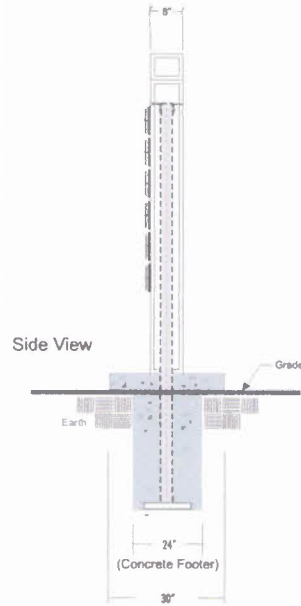


**POLE SUPPORT AND INSTALLATION SPECIFICATIONS**

Installation note:  
 All structures, concrete, etc., to be determined by engineer and "wet-stamp" if required.  
 NO ELECTRICAL STUB-UPS REQUIRED.

**STEEL SUPPORT TUBE, CONCRETE FOOTER & FOUNDATION SPECIFICATIONS:**

- (A) One single 3" square schedule 40 pipe - 9 ft set in 30" x 24" dia. concrete footing.
- (B) Fabricated 1" aluminum square tube frame structure, slotted with 3mil DIBOND being "Brushed Stainless" (horizontal grain) finish.
- (C) Pre-made metal "L" angle clip mounts fastened to 3" square pipe.
- (D) Concrete Footer to be standard low-grade pour for tube concrete, poured in place with pre-made hole, forms (if required), and rebar (if required).



4405 N. PITTSBURGH  
 BOZEMAN, MONTANA 59717  
 WWW.BALDWINSIGN.COM

<b>CUSTOMER</b> PALDUSE BUSINESS CENTER	<b>DESIGN NUMBER</b> 2	<b>FOR NUMBER</b> 00000	<b>CONTRACT APPROVAL</b> DATE
<b>LOCATION</b> LEWISTON, ID.	<b>VERSION</b> VI	<b>SALES ASSOCIATE</b> Joel Baldwin	<b>DATE</b>
<b>DATE</b> 10/07/13	<b>REVISION</b> RD	<b>PERSONA</b> TEA	<b>SCALE</b> 1/2" = 1'-0"

UNDESIGNATED ELECTRICAL SIGN  
 THIS DOCUMENT IS THE PROPERTY OF BALDWIN SIGN COMPANY  
 ALL RIGHTS TO REPRODUCE OR TRANSMIT IN ANY FORM OR BY ANY MEANS ARE RESERVED



Attachment "B", Page 6



## Addendum

### Construction Notes:

#### Sign Dome:

8" deep x 11" tall (high) x 4' long.  
3/4" aluminum square tube bent to shape and welded @ joints.  
Skinned with DiBond Aluminum Composite Material with Brushed Stainless finish.

#### Body of Sign:

8" Deep 1" Aluminum Square Tube Frame welded @ joints  
"Skinned" with DiBond Aluminum Composite Material (ACM) with brushed stainless finish.

#### Tenant Panels:

Two (2) layers, 3 mil Aluminum Composite Material (ACM) with Brushed Stainless finish.  
Sign Panels are: 7" x 60" (Total: 6 Tenant Panels) to mounted with two (2)  
3/8" dia. .5" Stand-offs. Stand-offs are Brushed Aluminum finish

3mil ACM Backer panel mounted flush to sign structure face.  
Stainless panel to stand off .5" from Black "Backer" panel.  
Copy is high performance vinyl #220-22 Matte Black applied first surface.

### Construction Notes:

#### Concrete Pad / Concrete Footer / Support Pipe:

Concrete pad is 4" above ground and 12" extended beyond perimeter of Bottom  
Concrete Pad is 12" larger than monument perimeter base, 2'-8" x 7'-0"  
Sign Monument Footer is 24" deep x 15" high x 4' long.  
Support Pipe is: 4" round x .125"

#### Address:

Address Numbers - "555" - 4" Gerber/3M HP vinyl #220-22 Matte Black

<small>8400 N PITTSBURGH WWW.BALDWINSIGN.COM</small>	
	<small>UNDERWRITER LABORATORIES ELECTRIC SIGN</small>
<small>Customer Approval:</small>	<small>Date:</small>
<small>FOR NUMBER</small> DD000	<small>SALES ASSOCIATE</small> Joel Bobbitt
<small>DESIGN NUMBER</small> 3	<small>DESIGNER</small> TEA
<small>VERSION</small> V1	<small>REVISION</small> R0
<small>CUSTOMER</small> PALOUSE BUSINESS CENTER	<small>LOCATION</small> LEWISTON, ID
<small>DATE</small> 9/13/17	<small>SCALE</small>

THIS SIGN IS THE PROPERTY OF BALDWIN SIGN COMPANY  
ALL RIGHTS RESERVED. NO REPRODUCTION OR REUSE OF THIS SIGN IS PERMITTED.