



To be Recorded by:  
Office of the Spokane County Auditor  
1116 W. Broadway  
Spokane, WA 99260-0100

After Recording Return to:  
Office of the City Clerk  
5<sup>th</sup> Floor Municipal Bldg.  
808 W. Spokane Falls Blvd.  
Spokane, WA 99201-3333

**NOTICE OF MANAGEMENT AGREEMENT**

*NOTICE IS HEREBY GIVEN that the property legally described as:*

Fern Hill Addition, portion of Lots 9-10-11, Block 1; beginning northeast corner L9; then west 125 feet; then south 175 feet; then southeasterly to a point east 87 feet west of east line of L9 and 215 feet south of north line L10; then east 87 feet to east line L9; then north 215 feet to point of beginning.

Parcel Number: 35194.2127 (Robinwood Apartments) \_\_\_\_\_, is governed by a Management Agreement between the City of Spokane and the Owners Michael P. & Virginia I. Berg, of the subject property.

The Management Agreement is intended to constitute a covenant that runs with the land and is entered into pursuant to Spokane Municipal Code Chapter 6.05. The Management Agreement requires the Owner of the property to abide by the "Secretary of the Interior's Standards for Rehabilitation and Guidelines for Rehabilitating Historic Buildings" (36 CFR Part 67) and other standards promulgated by the Historic Landmarks Commission.

I certify that the above is true and correct.

Historic Preservation Officer

Melissa Baum  
Dated: 10-20-04

Said Management Agreement was approved by the Spokane City Council on November 1, 2004  
I certify that the original Management Agreement is on file in the Office of the City Clerk under File No. OPR 2004-0981.

Spokane City Clerk  
Levi Hilde  
Dated: November 2, 2004

3. ALTERATION OR EXTINGUISHMENT. The covenant and servitude and all attendant rights and obligations created by this Agreement may be altered or extinguished by mutual agreement of the parties or their successors or assigns. In the event Owner(s) fails to comply with the Management Standards or any City ordinances governing historic landmarks, the Commission may revoke, after notice and an opportunity for a hearing, this Agreement.

4. PROMISE OF OWNERS. The Owner(s) agrees to and promises to fulfill the following Management Standards for his/her property which is the subject of the Agreement. Owner intends to bind his/her land and all successors and assigns. The Management Standards are: "THE SECRETARY OF THE INTERIOR'S STANDARDS FOR REHABILITATION AND GUIDELINES FOR REHABILITATING HISTORIC BUILDINGS (36 CFR Part 67)." Compliance with the Management Standards shall be monitored by the Historic Landmarks Commission.

5. HISTORIC LANDMARKS COMMISSION. The Owner(s) must first obtain from the Commission a "Certificate of Appropriateness" for any action which would affect any of the following:

- (A) demolition;
- (B) relocation;
- (C) change in use;
- (D) any work that affects the exterior appearance of the historic landmark; or
- (E) any work affecting items described in Exhibit A.

6. In the case of an application for a "Certificate of Appropriateness" for the demolition of a landmark, the Owner(s) agrees to meet with the Commission to seek alternatives to demolition. These negotiations may last no longer than forty-five (45) days. If no alternative is found within that time, the Commission may take up to forty-five (45) additional days to attempt to develop alternatives, and/or to arrange for the salvage of architectural artifacts and structural recording. Additional and supplemental provisions are found in City ordinances governing historic landmarks.

STATE OF WASHINGTON :  
 : ss  
County of Spokane :

On this day 7th day of July, 2004, before me, the undersigned, a Notary Public in and for the State of Washington, personally appeared Michael Berg & Virginia Berg, to me known to be the individual(s) described in and who executed the within and foregoing instrument, and acknowledged that They signed the same as Their free and voluntary act and deed, for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year first above written.



[Signature]

Notary Public in and for the State of Washington, residing at Spokane  
My commission expires 7/9/08

STATE OF WASHINGTON )  
 ) ss.  
County of Spokane )

On this 2nd day of November 2004, before me, the undersigned, a Notary Public in and for the State of Washington, personally appeared JACK LYNCH and TERRI PFISTER, to me known to be the Deputy Mayor and the City Clerk, respectively, of the CITY OF SPOKANE, the municipal corporation that executed the within and foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said municipal corporation, for the uses and purposes therein mentioned, and on oath stated that they were authorized to execute said instrument and that the seal affixed is the corporate seal of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year first above written.



[Signature]

Notary Public in and for the State of Washington, residing at Spokane  
My commission expires 04.15.05

## Attachment A

Attached garages are included.

Rock walls that are in the courtyard and south of the driveway and north of the parking lot are included.

Light fixtures in the courtyard are included.

## **Secretary of The Interior's Standards**

1. A property shall be used for its historic purpose or be placed in a new use that requires minimal change to the defining characteristics of the building and its site and environment.
2. The historic character of a property shall be retained and preserved. The removal of historic materials or alteration of features and spaces that characterize a property shall be avoided.
3. Each property shall be recognized as a physical record of its time, place, and use. Changes that create a false sense of historical development, such as adding conjectural features or architectural elements from other buildings, shall not be undertaken.
4. Most properties change over time; those changes that have acquired historic significance in their own right shall be retained and preserved.
5. Distinctive features, finishes, and construction techniques or examples of craftsmanship that characterize a historic property shall be preserved.
6. Deteriorated historic features shall be repaired rather than replaced. Where the severity of deterioration requires replacement of a distinctive feature, the new feature shall match the old in design, color, texture, and other visual qualities and, where possible, materials. Replacement of missing features shall be substantiated by documentary, physical, or pictorial evidence.
7. Chemical or physical treatments, such as sandblasting, that cause damage to historic materials shall not be used. The surface cleaning of structures, if appropriate, shall be undertaken using the gentlest means possible.
8. Significant archeological resources affected by a project shall be protected and preserved. If such resources must be disturbed, mitigation measures shall be undertaken.
9. New additions, exterior alterations, or related new construction shall not destroy historic materials that characterize the property. The new work shall be differentiated from the old and shall be compatible with the massing, size, scale, and architectural features to protect the historic integrity of the property and its environment.
10. New additions and adjacent or related new construction shall be undertaken in such a manner that if removed in the future, the essential form and integrity of the historic property and its environment would be unimpaired.