

**DECLARATION OF
COVENANTS, CONDITIONS, RESTRICTIONS, AND EASEMENTS
FOR
MAPLE TERRACE SPOKANE**

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**DECLARATION OF
COVENANTS, CONDITIONS, RESTRICTIONS, AND EASEMENTS
FOR
MAPLE TERRACE SPOKANE**

THIS DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS, AND EASEMENTS is made this 24th day of October, 2007, by Aho Construction I, Inc., a Washington corporation ("Declarant").

RECITALS:

- A. Declarant owns all the real property located in Spokane County, Washington, legally described in Exhibit "A", and platted as Maple Terrace Spokane, a subdivision in the plat records of Spokane County, Washington under Auditor's File No. 5609161.
- B. Maple Terrace Spokane is a development consisting of residential lots, plus common areas, located in Spokane County, Washington.
- C. The purpose of this Declaration is to provide a means for maintaining, controlling, and preserving the Property.
- D. Declarant declares that the Property and all improvements are subject to the provisions of this Declaration. The Property will be held, conveyed, hypothecated, encumbered, leased, rented, used, occupied and improved subject to the covenants, conditions, and restrictions stated in this Declaration. All of the limitations, easements, uses, obligations, covenants, conditions, and restrictions stated in this Declaration are enforceable as equitable servitudes that run with the Property, and inure to the benefit of and are binding on all Owners and all other parties having or acquiring any right, title, or interest in any part of the Property.

NOW, THEREFORE, Declarant declares that the Property described in this Declaration known as Maple Terrace Spokane will be held, sold, and conveyed subject to the following covenants, conditions, restrictions and easements, will run with the Property and will be binding on all parties having or acquiring any right, title or interest in the Property or any part of the Property and will inure to the benefit of each owner thereof.

**ARTICLE 1
DEFINITIONS**

As used in this Declaration, the terms have the following meanings:

1.1 "**Assessments**" mean all assessments and other charges, fines, and fees imposed by the Association on an Owner in accordance with this Declaration, the Bylaws of the Association, or the provisions of any governing laws.

1.2 "**Association**" means the nonprofit corporation to be formed to serve as a homeowners association as provided in this Declaration, and the Association's successors and assigns.

1.3 "**Board of Directors**" or "**Board**" means the initial directors named in the Articles of Incorporation of the Association or any subsequent directors elected by the Owners of the Association in the manner described in the Association's Bylaws.

1.4 "**CC&Rs**" means this Declaration of Covenants, Conditions, Restrictions, and Easements for Maple Terrace Spokane subdivision, and any amendments.

1.5 "**Declarant**" means Aho Construction I, Inc., a Washington corporation, and its successors and assigns.

1.6 "**Declaration**" means this Declaration of Covenants, Conditions, Restrictions, and Easements for Maple Terrace Spokane and any amendments.

1.7 "**Governing Documents**" means this Declaration, together with the Articles of Incorporation, and Bylaws of the Association, as amended.

1.8 "**Improvement**" means a building located upon a Lot within the Property and designated for occupancy as a residential dwelling, together with any garage, deck, patio, or other improvement.

1.9 "**Lot**" means a numerically designated and platted residential Lot within the Property (including the Improvements located on the Lot).

1.10 "**Member**" means an Owner having the right to participate in the Association.

1.11 "**Owner**" means the person or persons, including Declarant, owning any Lot in the Property, but does not include a tenant or holder of a leasehold interest or a contract vendor or other person holding only a security interest in a Lot. The rights, obligations, and other status of being an Owner commences upon acquisition of the ownership of a Lot and terminates upon disposition of ownership, but termination of ownership will not discharge an Owner from obligations incurred prior to termination.

1.12 "**Plat**" means the final plat, diagram, drawing, replat or other writing containing the descriptions, locations, and other information applicable to the Lots in the Property.

1.13 "Property" means the Property described in Section 2.1 below.

**ARTICLE 2
PROPERTY SUBJECT TO THESE COVENANTS**

2.1 Property. Declarant declares that all of the real property described below is owned and will be owned, conveyed, hypothecated, encumbered, leased, rented, used, occupied, and improved subject to this Declaration:

The perimeter of the property is legally described in Exhibit "A," the Plat of which has been recorded with the Spokane County Auditor in Book 34, Page 51, 52, 53

2.2 Land Use Decision. Each Owner is subject to and agrees to abide by all of the provisions and conditions imposed by the Spokane County Hearing Examiner on December 20, 2006, approving a preliminary plat and imposing a variety of special development conditions. File No. PW-1980-06 is available for inspection and copying in the Spokane County Building and Planning Department.

**ARTICLE 3
PROPERTY RIGHTS IN COMMON AREAS AND EASEMENTS**

3.1 Designation of Common Areas. For the purpose of this Declaration, the Common Areas consist of the open space, wetlands and wetland buffers, and stormwater drainage facilities, all located and identified as Tracts A and B on the Plat. The perimeter fence along the north boundary of the Plat and all other areas not within the boundaries of a Lot but within the Property are also considered Common Areas.

3.2 Title to the Common Areas. Title to the Common Areas will be conveyed to the Association by Declarant with the recording of the subdivision Plat and by the execution, delivery and recording of a deed. Declarant reserves the right to access the Common Areas for the purpose of performing maintenance responsibilities until the date of the turnover meeting referred to in Section 5.6 below. After the turnover meeting, the Association will have full responsibility for the maintenance and repair of the Common Area and the Declarant will no longer have this responsibility.

3.3 Easements. The Property is subject to public and private utility easements as shown on the Plat for the installation and maintenance of all utilities, including, but not limited to, waterlines, surface water management and storm drainage facilities, together with the utility companies right to access said easements in order to inspect said utilities, and the right to trim and/or remove brush and trees that may interfere with the construction, maintenance and operation of the easement. In addition, Declarant or the Association may (and to the extent required by law, will): (1) grant an Aviation Easement to the neighboring airport, and file the

easement as required by Section 14.702.220 of the Spokane County Zoning Code, and (2) grant or assign easements on the Property to governmental bodies or other utilities performing utility services and to communications companies, and (3) may grant free access over the Common Areas to police, fire and other public officials and to employees of utility companies and communication companies serving the Property. No temporary or permanent structures, including block or rock walls or above or below ground pools may be placed within any public easement.

3.3.1 Border Easements. The border easements as shown on the Plat are granted to Spokane County with the recording of the Plat, and its authorized agents, and to the public for vehicular and pedestrian purposes, including, but not limited to, curbs, sidewalks, drainage, signage and other usage deemed necessary by the Spokane County Engineer for the safety and welfare of the public. No fence will be constructed within the border easements without permission of the Spokane County Engineer, nor will any objects be placed in the border easements that would obstruct the sight distance necessary for safe and efficient vehicular travel.

3.3.2 Drainage Easements and Tracts. Spokane County and its authorized agents are granted the right to ingress and egress to, over, and from all drainage easements and tracts for the purpose of inspection and emergency maintenance of the drainage facilities if not properly maintained by the Association. Spokane County does not accept the responsibility to inspect or maintain drainage facilities located outside the public right-of-way, except in cases where Spokane County specifically assumes that responsibility in writing. Neither does Spokane County accept any liability for failure by the Association to properly maintain these areas.

ARTICLE 4 DECLARATION OF PROTECTIVE COVENANTS

4.1 Building Restrictions. All dwellings, or garage, or any other structure must be erected in conformity with all local building codes and regulations of Spokane County, including the conditions attached to the Plat and Plat approval of Maple Terrace Spokane subdivision. No structure of a temporary character, basement only, tent, shack, garage, barn, prefabricated structure or other outbuildings, or mobile home or trailer may be used as a residence, even on a temporary basis during the course of construction.

4.1.1 Outbuildings. All outbuildings (detached garages, etc.) must complement (i.e. be of like kind and material to) the dwelling in material, color and design. The location of the out buildings must be placed in an unobtrusive location, and must be set back or even with the front of the house. No used building or structure may be moved or placed on the Property.

4.1.2 Exterior Colors. Exterior colors of all buildings must be of moderate hues and/or earth tones.

4.2 Lot Restrictions.

4.2.1 Utilities. All utilities, on and in public dedicated areas, or on private property, including water, storm, sewer, and power, must be installed underground and in compliance with all governmental regulations for the installation and maintenance of these utilities.

4.2.2 Fencing. All fencing material must be two or three rail of vinyl material, wood, wrought iron, stone or brick.

4.2.3 Retaining Walls. Retaining walls must be made of either concrete, masonry product, or rock and all effort must be made to limit the height of the walls, and to landscape them to minimize their offsite visibility.

4.2.4 Exterior Lighting. Landscape lighting or exterior lighting cannot be directed outside the Lot line. Lights located more than seven feet above ground level may not be controlled by a light sensitive switch, nor may these lights remain on all night or when not actually being used by persons who are outside the residence.

4.2.5 Seasonal Lighting. Seasonal holiday lighting and decorations are permissible if installed no more than 30 days before the celebrated holiday and removed within 30 days after the celebrated holiday.

4.2.6 Vehicle & Equipment Storage. The public roads and private driveways within the Property may not be used for the storing of any vehicle of any kind or nature, and may not be used for the storing or overnight parking of any recreational vehicle including, but not limited to, boats, trailers, camper vehicles (except for temporary loading or unloading) unless they are stored or placed in a garage or behind the front elevation of the house, screened from view. All inoperable vehicles and all types of equipment must be stored inside of an enclosed building. No vehicle maintenance or repair may be conducted on the public roads located within the boundaries of the Property.

4.2.7 Vehicles in Disrepair. No Owner may permit any type of vehicle which is in an extreme state of disrepair to be abandoned or to remain parked upon any Lot for a period in excess of 48 hours, unless kept within a garage or screened from view. A vehicle will be deemed to be in an "extreme state of disrepair" when, due to its appearance or continued inoperability, its presence reasonably offends the occupants of the neighborhood.

4.2.8 Signs. No signs may be erected or maintained on any Lot except that not more than one "For Sale" or "For Rent" sign placed by the Owner, Declarant or by a licensed real estate agent, not exceeding 24 inches high and 36 inches long, may be temporarily

displayed on any Lot (except that two such signs may be placed on a Lot during the course of initial construction of Improvements on a Lot). This restriction does not prohibit the temporary display of political signs placed no earlier than three weeks prior to an election date. Political signs may not exceed three square feet and no more than three political signs may be displayed on any one Lot at a time. All political signs must be removed from a Lot within 48 hours after Election Day.

4.2.9 Flags. Under RCW 64.38.033, the Association may not prohibit the outdoor display of the flag of the United States by an Owner or resident on the Owner's or resident's Lot if the flag is displayed in a manner consistent with federal flag display law, 4 U.S.C. Sec. 1 *et seq.* The Board may adopt reasonable rules and regulations, consistent with 4 U.S.C. Sec. 1 *et seq.*, regarding the placement and manner of display of the flag of the United States. The Board may not prohibit the installation of a flagpole for the display of the flag of the United States. The Board may adopt rules and regulations regarding the location and the size of the flagpole. For purposes of this Section, "flag of the United States" means the flag of the United States as defined in federal flag display law, 4 U.S.C. Sec. 1 *et seq.*, that is made of fabric, cloth, or paper and that is displayed from a staff or flagpole or in a window. For purposes of this Section, "flag of the United States" does not mean a flag depiction or emblem made of lights, paint, roofing, siding, paving materials, flora, or balloons, or of any similar building, landscaping, or decorative component.

4.3 Landscape and Maintenance. Front yards must be landscaped within two (2) months following a notice of completion or occupancy permit of a residential dwelling, unless weather prohibits completion by that date, in which case the front yard landscaping must be completed within a reasonable time after weather permits. The remaining landscaping of yards must be completed within a reasonable time, but in any event, within six (6) months after building completion. All yards and growth must be maintained, cultivated, and kept free from insects and diseases.

4.3.1 Maintenance of Drainage Areas. The Lot Owners are responsible to maintain all natural drainage channels, drainage ditches, and all water quality swales situated on their respective Lot and any portion of the drainage conveyance ditches situated in a public right-of-way adjacent to their Lot with a permanent ground cover such as live native-type dryland grasses or lawn turf as specified in the accepted plans on file at the Spokane County Engineer's office. No structures, including fences, are allowed to be constructed directly over or within a water quality swale, natural drainage channel or drainage ditch without the express written consent of the Spokane County Engineer. Lot Owners are responsible for the mowing, irrigation, and keeping of the area free from debris.

4.4 Permitted and Non-Permitted Uses.

4.4.1 Personal Use. The Owner of a Lot has the right to maintain a personal professional library, keep his personal or professional records or accounts, handle his personal business or professional telephone calls or confer with business or professional associates, clients or customers, inside his living unit. However, these activities may not in any way exhibit any exterior evidence of the activity on the Lot.

4.4.2 Commercial Use. No trade, craft, business, profession, commercial or manufacturing enterprises or business or commercial activity of any kind, including day schools, nurseries, adult care, assisted living facilities, or church schools, may be conducted or carried upon any Lot, nor may any goods, equipment, vehicles (including buses, boats, camper, trucks, and trailers of any description) or materials or supplies used in connection with any trade, service, or business, wherever they may be conducted, kept, parked, stored, dismantled, or repaired on any Lot, public roads, easements and driveways within the Property, nor may anything be done on any Lot which may be or may become an annoyance or nuisance to the neighborhood. No premises may be used for any other purpose whatsoever except for the purpose of a private residence.

4.4.3 Agricultural Use. Farming or small farming is not permitted, with the exception of vegetable and fruit gardens intended to provide produce solely for the personal use of the Owners of the Lot on which the garden is located.

4.4.4 Private Water and Sewage Systems. The use of private wells and water systems is prohibited. The use of individual on-site sewage disposal systems is prohibited.

4.4.5 Animals. The raising of livestock, poultry, or swine, and commercial raising of dogs or cats or fur bearing animals is prohibited and no kennels operated on a commercial basis are allowed. Dogs, cats, and other ordinary household pets are allowed. Animals may not be allowed to run at large. All animal pens and enclosures must be kept clean and free of odor at all times. No animal may be kept if it is a nuisance.

4.4.6 Garbage and Refuse Material. No trash, garbage, or other refuse, junk vehicles, underbrush, or other unsightly growths or objects may be thrown, dumped or allowed to accumulate on any Lot, driveway, or the public roads and easements. In the event this condition exists, any person entitled to under this Declaration may seek enforcement of this provision. Trash, garbage or other waste may not be kept except in sanitary containers. All containers must be screened so as not to be visible from any street or adjacent properties or residences; except for weekly curbside service, in which case, these containers must not be at curbside longer than 24 hours.

4.5 Drainage and Erosion Control. Storm drainage on or from any Lot must comply with any conditions imposed by Spokane County, Washington. Owners must keep open and maintain the surface path of natural or man-made drainage flow over and across their respective Lot. If a Lot Owner fails to maintain the surface path of natural or man-made drainage flow, a notice of this failure may be given to the Lot Owner. If not corrected within the period indicated on the notice, Spokane County has the right to correct the maintenance failure, or have it corrected at the expense of the Lot Owner. Erosion control is the responsibility of each Lot Owner. No Owner may allow storm drainage from any Lot owned by an Owner to be diverted or channeled in a manner so as to cause erosion on or under any other Lot or road.

4.6 Easements. Each Lot is subject to all the easements shown on the Plat, on any recorded map or plan affecting the Lot, and any easement of record including without limitation, easements for installation, maintenance, repair and ingress and egress to utilities.

4.7 Offensive or Unlawful Activities. No noxious or offensive activities may be carried on any Lot and public roads, nor shall anything be done or placed upon any Lot, and public roads which interferes with or jeopardizes the enjoyment of other Lots, or which is a source of annoyance to residents. Lot occupants must exercise extreme care not to make noises that may disturb other Lot occupants. No unlawful use may be made of the Lot or any part, and all valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction must be observed.

4.8 Wetland and Wetland Buffer Area. The wetlands and wetland buffer areas illustrated on the Plat are subject to the wetland mitigation plan approved by Spokane County. Any development, alteration or disturbance of vegetation within the wetlands or wetland buffer areas is prohibited in perpetuity, except when in conformance with the Spokane County Critical Areas Ordinance and other applicable regulations.

4.9 Leasing and Rental of Lots. No Owner may lease or rent an Owner's Lot for a period of less than 30 days. All leases or rentals must be by written lease agreement, which must provide that the terms of the lease are subject in all respects to the provisions of this Declaration, and that any failure by the lessee or tenant to comply with the terms of these documents will be a default under the lease. Other than the foregoing, there is no restriction on the right of any Owner to lease or rent the Owner's Lot.

ARTICLE 5 ASSOCIATION

5.1 Formation. Declarant will form and organize an association of all of the Owners within the Property. This Association, its successors and assigns, will be organized under the name "Maple Terrace Spokane Homeowners Association" or such similar name as Declarant designates, and will have the property, powers and obligations described in the

Articles of Incorporation and Bylaws for said Association for the benefit of the Property and all Owners.

5.2 Organization. Before the first Lot is conveyed to an Owner, Declarant will organize the Association as a nonprofit corporation under the general nonprofit corporation laws of the State of Washington. The Articles of Incorporation of the Association will provide for its perpetual existence, but in the event the Association is at any time dissolved, whether inadvertently or deliberately, it will automatically be succeeded by an unincorporated association of the same name. In that event, the assets of the Association will be dedicated to a public body, or all of the property, powers and obligations of the incorporated Association will automatically vest in a successor unincorporated nonprofit association. This vesting must be confirmed and evidenced by appropriate conveyances and assignments by the incorporated Association. To the greatest extent possible, any successor, unincorporated association will be governed by the Articles of Incorporation and Bylaws of the Association as if they had been made to constitute the governing documents of the unincorporated association.

5.3 Membership. Every Owner of one or more Lots within the Property will, immediately upon creation of the Association and during the entire period of the Owner's ownership of one or more Lots within the Property, be a member of the Association. This membership will commence, exist and continue simply by virtue of such ownership, will expire automatically upon termination of ownership, and need not be confirmed or evidenced by any certificate or acceptance of membership.

5.4 Voting Rights. Voting rights within the Association will be allocated as follows:

5.4.1 Lots. Except as provided in Section 5.4.2.2 with respect to the Class B membership, Lots shall be allocated one vote per Lot.

5.4.2 Classes of Voting Membership. The Association will have two classes of voting membership:

5.4.2.1 Class A. Class A members are all Owners with the exception of the Declarant. When more than one person holds an interest in any Lot, they are all members. The vote for that Lot will be exercised as they among themselves determine, but in no event may more than one vote be cast with respect to any Lot.

5.4.2.2 Class B. The Class B membership is the Declarant. The Declarant is entitled to three times the voting rights computed under Section 5.4.1 for each Lot owned by the Declarant. The Class B membership will cease and be converted to Class A membership upon the earlier of a) when all of the Lots in Maple Terrace Spokane have been sold and conveyed to Owners other than the Declarant or a successor Declarant, or b) at such earlier time as Declarant may elect to terminate these special voting rights.

5.5 Powers and Obligations. The Association will have, exercise, and perform all of the powers, duties, and obligations contained in the Governing Documents, the Washington Nonprofit Corporation Act and the Homeowners Association Act. The powers and obligations of the Association may be amended, repealed, enlarged or restricted by changes in the Governing Documents made in accordance with the provisions of such instruments and with the nonprofit corporation and homeowner's association laws of the State of Washington.

5.6 Initial Board; Turnover Meeting. Declarant has the right to name an initial board of no more than three directors, who will be named in the Association's Articles of Incorporation. These directors will serve as the Board of Directors of the Association until replaced by Declarant or its successors have been elected by the Owners at the turnover meeting described in this Section. Not later than ninety (90) days after the expiration of the period of Declarant's Class B membership pursuant to Section 5.4.2.2, the Declarant must call a meeting of the Association for the purpose of turning over administrative responsibility for Maple Terrace Spokane to the Association. At the turnover meeting, the initial directors will resign and their successors must be elected by the Owners as provided in Section 6.6 of the Bylaws of the Association. If the Declarant fails to call the turnover meeting required by this Section, any Owner of a Lot may call the meeting by giving notice as provided in the Bylaws.

5.7 Association Rules and Regulations. The Association may adopt, modify, or revoke rules and regulations governing the conduct of persons and the operation and use of Lots as it may deem necessary or appropriate in order to assure the peaceful and orderly use and enjoyment of the Property within Maple Terrace Spokane. A copy of the rules and regulations, upon adoption, and a copy of each amendment, modification or revocation must be delivered by the Association Board of Directors promptly to each Owner and will be binding upon all Owners and occupants of all Lots upon the date of delivery. The method of adoption of the rules are described in the Bylaws of the Association. No rule or regulation adopted by the Association may modify or interfere with any right of the Declarant to develop all of the Lots in the Plat.

ARTICLE 6 MAINTENANCE

6.1 Maintenance of Common Areas. The Association must maintain the Common Areas described in Section 3.1 of this Declaration and the improvements located in the Common Areas. The maintenance requirements of Common Areas are as follows:

6.1.1 Stormwater Facilities. The drainage system must be maintained by the Association pursuant to Spokane County's Guidelines for Stormwater Management. In addition to the maintenance requirement contained in the Stormwater Management Guidelines, an annual plan must be implemented for the control of mosquito infestation in the ponds; including spraying that does not adversely impact neighboring properties or the wetlands on

the Property, preventing the buildup of scum in the ponds and generation of offensive orders; and fencing to prevent access by third parties.

6.1.2 Spokane County does not accept the responsibility to inspect and/or maintain the drainage easements, nor does Spokane County accept any liability for any failure by the Lot Owner's or the Association to properly maintain such areas. Spokane County is only responsible for maintaining the stormwater structures located within the public right-of-way as shown in the final Plat documents. The Lot Owners and/or the Association or its successors in interest will be responsible for payment of all claims and other liabilities, which may become due for maintenance responsibilities.

6.1.3 The Association or its successors in interest will maintain all drainage facilities located in the private tracts or Common Areas and offsite drainage easements (under Auditor's File No. _____) in conformance with the accepted plans and operations manual, which are on file at the Spokane County Engineer's office. Maintenance of drainage facilities includes, but is not limited to, keeping open and cleaning stormwater pipes, structures, ditches, drainage ponds, swales. Replacement of drainage facilities as needed. Maintaining live native-type dryland grasses or lawn turf in the pond facilities located in Common Areas or tracts, with optional shrubbery and/or trees which do not obstruct the flow and percolation of storm drainage water in the drainage swale as indicated by the approved plans. Mowing, irrigating and keeping the area free of debris. Removing and disposing of the soil and grass sod located in drainage facilities situated within tracts or Common Areas at such time that Spokane County deems necessary, and replacing the soil and grass sod.

6.1.4 Other Common Areas. The Association is responsible for the maintenance of the entrance sign for Maple Terrace Spokane and north boundary fence in good condition.

ARTICLE 7 ASSESSMENTS

7.1 Purpose of Assessments. The Assessments levied by the Association must be used exclusively to promote the recreation, health, safety, and welfare of the Owners and occupants of the Property and for the improvement, operation, and maintenance of the wetlands and wetland buffer areas, open space and drainage tracts, perimeter fence, entrance sign, and other Common Areas to be maintained by the Association.

7.2 Apportionment of Assessments. All Lots are subject to Assessments and all Owners must pay based on an equitable pro-rata apportionment of expenses commencing upon the date described in Section 7.3. Each year the annual Assessment will be due upon receipt of notice from the Board. No Owner may offset amounts owing, or claimed to be owing, by the Association or Declarant to the Owner.

7.3 Annual Assessments. The Board of Directors of the Association may and at least annually must prepare an operating budget for the Association, taking into account the current costs of maintenance and services and future needs of the Association, any previous over assessment, and any funds in an account of the Association. The Board by resolution may increase the annual Assessment as a result of the budgeting process. All Lots will be subject to Assessment as of the first day of the fiscal year for which the first budget is prepared after the initial meeting of the Board of Directors. Within 30 days after adopting the annual budget, the Board of Directors must provide a summary of the budget to all Owners. If the Board of Directors fails to adopt an annual budget, the last adopted budget will continue in effect.

7.4 Creation of Lien and Personal Obligation of Assessments. Declarant, for each Lot owned by it within the Property, does covenant, and each Owner of any Lot by acceptance of a conveyance, whether or not so expressed in any conveyance, will be deemed to covenant to pay to the Association Assessments or other charges as may be fixed, established and collected in the manner provided in the Governing Documents of the Association. The Assessment and charges, together with any interest, expenses or attorneys' fees imposed, will be a charge on the Lot and will be a continuing lien upon the Lot against which Assessment or charge is made. This Assessment, charges, and other costs will also be the personal obligation of the person who was the Owner of the Lot at the time when the Assessment or charge fell due. Liens and personal obligations may be enforced in the manner described in Article 8.

ARTICLE 8 ENFORCEMENT

8.1 Default in Payment of Assessments; Enforcement of Lien. If an Assessment or other charge levied under this Declaration is not paid within 30 days of its due date, this Assessment or charge will become delinquent and will bear interest from the due date at the rate of 12% per annum until paid in full. In that event the Association may exercise any or all of the following remedies:

8.1.1 The Association will have a lien against each Lot for any Assessment levied against the Lot, including any fines or other charges imposed under any Governing Document against the Owner of the Lot.

8.1.2 The Association may bring an action to recover a money judgment for unpaid Assessments, fines, and charges under any Governing Document without foreclosing or waiving the lien described in Section 8.1.1 above. Recovery on any action, however, will operate to satisfy the lien, or the portion of the lien, for which recovery is made.

8.1.3 The Association has any other remedy available to it by law or in equity.

**ARTICLE 9
MISCELLANEOUS PROVISIONS**

9.1 Amendment and Repeal. This Declaration, or any provision, may be amended or repealed by the written consent of Owners holding not less than 75% of the votes, based upon the Class A and Class B membership voting rights. Any amendment or repeal will become effective only upon recordation in the deed records of Spokane County, Washington, a certificate describing the amendment or repeal so approved and certifying that the amendment or repeal has been approved in the manner required by this Declaration. In no event may an amendment under this Section create, or change the boundaries of any Lot or any uses to which any Lot is restricted.

9.2 Lessees and Other Invitees. Lessees, invitees, contractors, family members and other persons entering the Property under rights derived from an Owner must comply with all of the provisions of these covenants restricting or regulating the Owner's use, improvement or enjoyment of Owner's Lot and other areas within the Property. The Owner is responsible for obtaining compliance and will be liable for any failure of compliance by these persons in the same manner and to the same extent as if the failure had been committed by the Owner.

9.3 Enforcement. The Association or any Owner has the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or later imposed by the provisions of this Declaration or any other Governing Document of the Association. Failure by the Association or by any Owner to enforce any covenant or restriction contained in this Declaration or any other Governing Document will not be deemed a waiver of the right to do so thereafter. In the event the Association or an Owner does take any action to enforce these covenants, with or without bringing suit, or in the event the Association or an Owner does bring suit or action to enforce any Governing Document, or to collect any money due, or to foreclose a lien, the prevailing party in such suit or action is entitled to recover an amount as the court may determine to be reasonable as attorneys' fees at trial and upon any appeal or petition for review, and must pay all costs and expenses incurred by it in connection with a suit or action, including a litigation guaranty report issued by a title company doing business in Spokane County Washington.

9.4 Construction; Severability; Number; Caption. This Declaration is to be liberally construed as an entire document to accomplish its purposes. Each provision of this Declaration is to be deemed independent and severable, and the invalidity or partial invalidity of any provision will not affect the validity or enforceability of the remaining part of that or any other provision. The singular includes the plural and the plural the singular, and the masculine and neuter each include the masculine, feminine, and neuter, as the context requires. All captions used in this Declaration are intended solely for convenience of reference and may not limit any provision of this Declaration.

9.5 Notices and Other Documents. Any notice or other document permitted or required by this Declaration may be delivered either personally or by mail. Delivery by mail will be deemed made 24 hours after having been deposited in the United States mail, with postage prepaid, addressed as follows: If to Declarant, to Declarant's address stated below; if to an Owner, at the address given by the Owner at the time of the Owner's purchase of a Lot.

DECLARANT:

AHO CONSTRUCTION I, INC., a Washington corporation



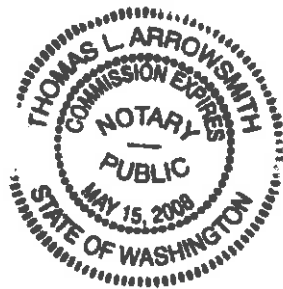
 Melvin S. Aho, President

Address:
 5512 N.E. 109th Court, Suite 101
 Vancouver, WA 98662

State of Washington)
) ss.
) *Clark*
 County of ~~Spokane~~)

On this 24th day of October, 2007, before me personally appeared Melvin S. Aho, to me known to be the President of the corporation that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute said instrument and that the seal affixed is the corporate seal of said corporation.

Dated: 10/24, 2007.





 Notary Public for Washington

Thomas L. Arrowsmith

 (Printed or Stamped Name of Notary)
 Residing at Vancouver, Washington
 My appointment expires: May 15, 2008