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AFTER RECORDING RETURN TO:

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**DECLARATION OF PROTECTIVE COVENANTS,  
CONDITIONS AND RESTRICTIONS  
FOR EAGLE RIDGE**

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**EXHIBITS**

Exhibit A - Plat

# DECLARATION OF PROTECTIVE COVENANTS, CONDITIONS AND RESTRICTIONS FOR EAGLE RIDGE

THIS DECLARATION is made this 5<sup>TH</sup> day of February, 1996, by Genstar Land Company Northwest ("Declarant").

## RECITALS:

Concurrently with the recordation of this Declaration, Declarant has recorded the Phase I plat of "Eagle Ridge" (the "Plat") in the records of Spokane County, Washington, in connection with the development of a community to be known as "Eagle Ridge". Declarant hopes to create in Eagle Ridge a carefully-planned community which will be a desirable place to live.

Declarant desires to subject the property described in the Plat to the easements, covenants, conditions, restrictions and charges set forth in this Declaration for the benefit of such property and its present and subsequent owners.

## DECLARATION:

NOW, THEREFORE, Declarant hereby declares that the property described in the Plat shall be held, sold and conveyed subject to the following easements, covenants, conditions, restrictions and charges, which shall run with such property and shall be binding on all parties having or acquiring any right, title or interest in such property or any part thereof and shall inure to the benefit of each owner thereof.

### SECTION 1

#### DEFINITIONS

As used in this Declaration, the terms set forth below shall have the following meanings:

1.1 : "Architectural Control Committee" means the committee appointed pursuant to Section 6 hereof.

1.2 : "City" means the City of Spokane, Washington.

1.3 : "County" means Spokane County, Washington.

1.4 : "Declarant" means Genstar Land Company Northwest, and its successors and assigns, if such successor or assignee should acquire all of Declarant's rights under this Declaration pursuant to a recorded instrument executed by Declarant.

- 1.5 "Design Guidelines" shall mean Architectural Design Guidelines promulgated from time to time by the Architectural Control Committee.
- 1.6 "Easements" means the easements in, on and over the Property designated as such on the Plat and in this Declaration of Protective Covenants which are reserved for a specific limited use or enjoyment.
- 1.7 "Homeowners Association" means Eagle Ridge [Spokane] Homeowners Association, a Washington non-profit corporation.
- 1.8 "Improvement" means every structure or improvement of any kind, including but not limited to, buildings, landscaping and any fence, wall, driveway, swimming pool, tennis or sport court, light fixture, entry gate, storage shelter or other product of construction efforts on or in respect to the Property.
- 1.9 "Living Unit" means a building located upon a Lot and designated for separate residential occupancy and includes residential units within multi-family buildings.
- 1.10 "Lot" means a platted or partitioned lot or parcel within the property.
- 1.11 "Mortgage" means a mortgage, deed of trust or contract of sale; "mortgagee" means a mortgagee, holder of a vendor's interest under a land sale contract, or a beneficiary of a deed of trust; and "mortgagor" means a mortgagor, holder of a vendee's interest under a land sale contract, or a grantor of a deed of trust.
- 1.12 "Multi-Family Parcel" shall mean those parcels in the Eagle Ridge planned unit development devoted exclusively to the construction of multi-family housing, including but not limited to, semi-detached duplexes, townhomes, four-plexes and apartments.
- 1.13 "Owner" means the person or persons, including Declarant, owning any Lot (including the holder of a vendee's interest under a land sale contract) or Living Unit within a multi-family building, but does not include a tenant or holder of a leasehold interest or a person holding only a security interest in a Lot (including the holder of a vendor's interest under a land sale contract). The rights, obligations and other entitlements granted to or imposed upon an Owner commence upon acquisition of the ownership of a Lot and terminate upon disposition of such ownership, but termination of ownership shall not discharge an Owner from obligations incurred prior to termination. In the event any Lot is further partitioned or subdivided, the Owner of each such subdivided parcel shall be an "Owner".
- 1.14 "Plat" shall have the meaning given in the Recitals to this Declaration.
- 1.15 "Property" means the property described in the Plat.
- 1.16 "Sold" means that legal title has been conveyed or that a contract of sale has been executed and recorded under which the purchaser has obtained the right to possession.

1.17 "This Declaration" means all of the easements, covenants, conditions, restrictions and charges set forth herein, together with any rules or regulations promulgated hereunder, as the same may be amended from time to time, in accordance with the provisions hereof.

## SECTION 2

### PROPERTY SUBJECT TO THIS DECLARATION

2.1 Initial Development. Declarant hereby declares that all of the property described in the Plat is owned and shall be owned, conveyed, hypothecated, encumbered, used, occupied and improved subject to this Declaration.

2.2 Annexation of Additional Property. Declarant may from time to time, and in its sole discretion, annex to EAGLE RIDGE any adjacent property now or thereafter acquired by it, and may also from time to time, and in its sole discretion, permit other holders of adjacent property to annex adjacent land owned by them to EAGLE RIDGE. The annexation of such property shall be accomplished by recording a declaration which shall be executed by or bear the approval of Declarant and shall describe the property to be annexed, shall establish any additional or different limitations, restrictions, covenants and conditions, and shall declare that such property is held and shall be held, conveyed, hypothecated, encumbered, used, occupied or improved subject to these covenants. The property included by such annexation shall thereby become a part of the Property bound by this Declaration. There is no limitation on the number of parcels of adjacent real property that Declarant may annex to the Property, except as may be established by applicable ordinances, agreements, or land use approvals.

## SECTION 3

### PROPERTY RIGHTS IN LOTS

3.1 Use and Occupancy. Except as otherwise expressly provided in this Declaration or in the Plat, the Owner of a Lot shall be entitled to the exclusive use and benefit of such Lot.

3.2 Easements Reserved. In addition to any utility and drainage easements shown on the Plat, Declarant hereby reserves the following easements for the benefit of Declarant and the Architectural Control Committee.

(a) Right of Entry. Declarant, the Architectural Control Committee and their respective representatives may at any reasonable time, and from time to time at reasonable intervals, enter upon any Lot for the purposes of determining whether or not the use of and/or Improvements on such Lot are then in compliance with this Declaration. No such entry shall be deemed to constitute a trespass or conversion or otherwise create any right of action in the Owner of such Lot.

(b) Easements. Easements for installation and maintenance of utilities and drainage facilities are reserved, as shown on the Plat. Within the easements,

no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation or maintenance of any utilities, or which may change the direction, obstruct or retard the flow of water through drainage channels in the easements. The easement area of each Lot and all Improvements therein shall be maintained continuously by the Owner of the Lot, except for those Improvements for which a public authority or utility company is responsible. Each Lot owner shall be responsible for removal of any fencing or vegetation in the easement area in the event a utility company makes such a request.

#### SECTION 4

##### USE AND ARCHITECTURAL RESTRICTIONS

4.1 Structures Permitted. Except to the extent expressly provided in this Declaration, no Improvements shall be erected or permitted to remain on any Lot, except Improvements containing Living Units and Improvements normally accessory thereto, and (except for multiple units on the Multi-family Parcels) only one Living Unit shall be permitted on any Lot. The foregoing provisions shall not preclude construction of a private greenhouse, storage unit, tennis court, sport court, private swimming pool, structure for storage of a boat and/or camping trailer for personal use, or other similar outbuilding, provided the Improvement is in conformance with the other provisions of this Declaration and applicable City and County regulations, agreements, or land use approvals, is compatible in design and decoration with the Living Unit constructed on such Lot, does not obstruct or infringe on the view from or privacy or solar access of any Living Unit located on another Lot, and (for so long as it exists) has been approved by the Architectural Control Committee. No manufactured home or mobile home shall be constructed or placed on any Lot under any circumstances.

4.2 Residential Use. Lots shall only be used for residential purposes in accordance with, and subject to, the other provisions of this Declaration. Except with the consent of the Architectural Control Committee, and as allowed by applicable City and County ordinances, agreements, or land use approvals, no trade, craft, business, profession, commercial or similar activity of any kind shall be conducted on any Lot, or within any Living Unit, nor shall any goods, equipment, vehicles, materials or supplies used in connection with any trade, service or business be kept or stored on any Lot. Nothing in this Section 4.2 shall be deemed to prohibit: (a) activities relating to rental or sale of Living Units, including builders', Declarant's, or real estate agents' temporary sales offices or model homes; (b) the right of Declarant or any contractor or homebuilder to construct living Units on any Lot and to store construction materials and equipment on such Lots in the normal course of construction in accordance with the other provisions of this Declaration; and (c) the right of an Owner to maintain his professional personal library, keep his personal business or professional records or accounts, handle his personal business or professional telephone calls or confer with business or professional associates, clients or customers, in his Living Unit, in one-room offices which are not designated by exterior signs and do not create significant additional vehicle traffic.



4.3 Dwelling Size. The minimum living area of the Living Units constructed on the Property shall be as stated in the Architectural Control Committee's Design Guidelines.

The Architectural Control Committee, upon application of any Owner, may waive and discharge any violation of this section which it finds to have been inadvertent.

4.4 Construction of Improvements. The construction of an Owner's Living Unit or any other building, including painting, all exterior finish, and hard surface driveways, shall be completed within eight (8) months from the beginning of construction so as to present a finished appearance when viewed from any angle. In the event of undue hardship due to extraordinary weather conditions, these periods may be extended for a reasonable length of time upon written approval from the Architectural Control Committee. The building area and streets shall be kept tidy, clean and in workmanlike order during the construction period. The owner of each Lot shall be responsible for any and all damage to curbs, streets and utilities during construction. All construction activities shall be in conformance with construction rules that may be adopted from time to time by the Architectural Control Committee.

4.5 Landscaping.

(a) All front yard landscaping must be completed within six (6) months (not including the months of November through February) from the date of occupancy of the Living Unit constructed thereon. In the event of undue hardship due to extraordinary weather conditions, this period may be extended for a reasonable length of time upon written approval of the Architectural Control Committee. Landscape completion shall also include provisions for adequate roof and surface water drainage to prevent erosion and unreasonable discharge onto adjoining Lots.

(b) No tree five (5) inches or more DBH (Diameter Breast Height) shall be felled or removed from any Lot without the prior consent of the Architectural Control Committee.

(c) For so long as Declarant remains an Owner of any portion of the Property, Declarant reserves the right and option to take possession and ownership of any tree with ten (10) inches or more DBH on any Lot felled by or on behalf of any Owner, without any payment or compensation to such Owner. No owner shall fell, remove or dispose of any tree ten (10) inches or more DBH without first obtaining a written waiver by Declarant of its rights under the previous sentence.

4.6 Setback, Maximum Height and Minimum Yard Requirements. Each Lot shall be subject to: (a) the setback, maximum height and minimum side and rear yard requirements shown on the Plat or which are established by the City or other governmental entity with jurisdiction over such Lot; and (b) any land use review procedure established by the City or other governmental entity with jurisdiction over such Lot for review and approval of variance from such requirements. In addition, all Lots are subject to any setback, maximum height or

