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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 5TH 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.

