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**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF GOVERNOR'S RIDGE, A DEVELOPMENT OF LOTS 3 THROUGH 30 OF NEWLONS ACRE TRACTS, VOLUME L OF PLATS, PAGE 14, RECORDS OF THE AUDITOR, SPOKANE COUNTY, WASHINGTON**

WILLIAM H. ...  
AUDITOR  
SPOKANE COUNTY, WASH.

**VOL 1648 PAGE 1038**

THIS DECLARATION of covenants, conditions and restrictions of Governor's Ridge, a development of Lots 3 through 30 of Newlons Acre Tracts, Volume L of Plats, Page 14, records of the Auditor, Spokane County, Washington (Declaration) is made on the date hereinafter set forth by MDC, Inc., a Washington Corporation, ("Declarant"), which is the owner of certain lands situated in the State of Washington, County of Spokane, known or to be known as GOVERNOR'S RIDGE, which lands are more particularly described on Exhibit "A" attached hereto and incorporated herein and hereinafter referred to as Governor's Ridge and Patrick Martin, a single person, as owner of the real property set forth in Exhibit A, referenced above, for the purpose of burdening said property with the same covenants, conditions, restrictions, limitations, liens and easements as provided in this Declaration. In order to ensure preservation of the residential environment at Governor's Ridge, Declarant agrees and covenants that all land and improvements hereafter constructed thereon will be held, sold, conveyed subject to, and burdened by the following covenants, conditions, restrictions, reservations, limitations, liens, and easements, all of which are for the purposes of enhancing and protecting the value, desirability and attractiveness of such lands for the benefit of all of such lands and the owners thereof and their heirs, successors, grantees, and assigns. All provisions of this Declaration shall be binding upon all parties having or acquiring any right, title, or interest in such lands or any portion thereof and shall inure to the benefit of each Owner thereof and to the benefit of the Declarant, its assignees, and Governor's Ridge Homeowners Association, which has been or will be incorporated under the non-profit laws of the State of Washington for the purposes set forth herein and shall otherwise in all respects be regarded as covenants running with the land.

**ARTICLE I - DEFINITIONS**

For purposes of this Declaration and the Articles of Incorporation (Articles) and the Bylaws of the Governor's Ridge Homeowners Association (Bylaws) certain words and phrases shall have particular meaning as follows:

- 1.1 "Association" shall mean and refer to the Governor's Ridge Homeowners Association, its successors and assigns, as provided for in Article X hereof.
- 1.2 "Board" shall mean and refer to the Board of Directors of the Association, as provided for in Article XI hereof. For purposes of exercising the powers and duties assigned in this Declaration to the Board, this term shall also mean the "Temporary Board" or "Declarant" as provided in Article IV hereof unless the language or context clearly indicates otherwise.

1.3 "Properties" shall mean and refer to the real property described in Exhibit A and such additions to that property which hereafter be brought within the jurisdiction of the Association.

1.4 "Common Easement and Maintenance area (Common E. and M. Area)" shall mean those portions of the real property (including the improvements thereto) maintained by the Association for the benefit of the members of the Association. The areas to be maintained by the Association at the time of recording this Declaration are described as follows:

An easement over, across, under, and upon a thirty-feet (30') wide strip of land adjacent to the County roads on the north, west, and east side of the described properties, a fifteen feet (15') wide strip of land adjacent to the north line of Lot 3, the south lines of Lots 15 and 16, and the east lines of Lots 29 and 30 and an easement for the installation, maintenance and repair of service utilities only over, across, under and upon a strip of land 15' wide adjacent to the north line of Lots 9 and 22. The easement areas shall be adjacent to and parallel with the designated lot lines of the lots as described in Exhibit "A". The easement is for the purposes of installing, maintaining and repairing of improvements consisting of the Governor's Ridge entrance statement landscaping, other landscaping, general service utilities, and other improvements as hereinafter provided.

The County roads as referenced shall include the roads as platted for the properties and those portions of the platted lots conveyed to Spokane County by right of way deed dated October 8, 1993, filed for record on December 2, 1993 as Document No. 9312020324, records of the Auditor, Spokane County, Washington.

1.5 "Lot" shall mean and refer to any platted lot shown upon the recorded subdivision map of the Properties.

1.6 "Parcel" shall mean any residential homesite composed of any lot, combinations of lots, or portions thereof.

1.7 "Declarant" shall mean and refer to MDC, Inc., a Washington Corporation, its successors and assigns, if such successors or assigns should acquire more than one undeveloped Parcel from the Declarant for the purpose of development.

1.8 "Architectural Review Committee" (ARC) shall mean and refer to the Declarant or the duly appointed or elected committee of the Association's Board as outlined in Article XV of this Declaration.

1.9 "Development Period" shall mean and refer to that period of time defined in Article IV of this Declaration.

1.10 "Other Properties" shall mean other land selected by the Declarant which may be added to the Other Properties by Declarant in accordance with Article III of this Declaration.

- 1.11 "Plat" shall mean and refer to the Plat of Newlons Acre Tracts as recorded in Volume L of Plats, Page 14, Records of the Auditor, Spokane County, Washington.
- 1.12 "Residence" shall mean and refer to dwelling buildings occupying any parcel.
- 1.13 "Owner" shall mean an owner of any Parcel within Governor's Ridge.
- 1.14 "Member" shall mean a member of the Association.
- 1.15 "Approved Builder" shall mean any builder licensed and bonded under the laws of the State of Washington and Spokane County and approved by the Declarant or the ARC when it is constituted under Article XV of this Declaration.

## ARTICLE II -- PRE-EXISTING RESTRICTIONS

The Properties covered by this Declaration, to the extent that the Properties may be already affected by previous covenants, conditions, encumbrances, and restrictions, to the extent that such restrictions are valid, said restrictions are hereby revoked to the extent within the Declarant's power as to the property subject to this Declaration.

## ARTICLE III -- OTHER PROPERTIES

3.1 Declarant reserves the right, but is not obliged, to add Other Properties to the Properties. Declarant reserves the right to determine the number and location of any lots or Parcels within the Other Properties.

If any Other Properties are added to the Properties, all of the Other Properties shall be governed by this Declaration if Declarant so elects. The character of the improvements which may be later added to the Other Properties shall be compatible with improvements already existing on the Properties; provided, however, that Declarant may develop the Other Properties for any lawful purpose that is allowed by applicable land use laws and regulations. All easements for ingress, egress, utilities, use of facilities, unless otherwise specifically limited, shall exist in favor of all Parcel Owners in the Other Properties.

3.2 The addition of any Other Properties to the Properties shall occur when the Declarant files for record a Declaration of Annexation to this Declaration, legally describing the Other Properties and stating that the Other Properties are annexed to the Properties and subject to the provisions of this Declaration. Upon expiration of the Development Period, Other Properties may be added to the Properties with the consent of two-thirds of the Members of the Association. If Other Properties are added to the Properties, the Association shall file for record a Declaration of Annexation to this Declaration legally describing the Other Properties and stating that the Other Properties are added to the Properties and subject to the provisions of this Declaration.

**3.3** The voting rights of the existing Parcel Owners shall be adjusted at the time Other Properties are added to the Properties only to the extent that the total number of votes is increased by the number of Parcels added, and the percentage which one vote bears to the total is thus diminished. If Other Properties are added prior to the expiration of the Development Period, such Other Properties shall initially be managed by the Declarant subject to the provisions of Article IV.

**ARTICLE IV -- DEVELOPMENT PERIOD; MANAGEMENT RIGHTS  
OF DECLARANT DURING DEVELOPMENT**

**4.1** Management by Declarant. Development Period shall mean that period of time from the date of recording the Declaration until:

- a.** A date ten (10) years from the date of recording this Declaration; or
- b.** The thirtieth (30th) day after transfer of title to Owners of Parcels representing one hundred percent (100%) of the total voting power of all Parcel Owners, including any annexed property; or
- c.** The date on which Declarant elects to permanently relinquish all of Declarant's authority under this Article IV by written notice to all Owners, whichever date first occurs.

Until termination of the Development Period, upon the sale of the required number of Parcels, the expiration of the stated time period or at the election of the Declarant, the Property shall be managed and the Association organized at the sole discretion of the Declarant. If the Development Period has terminated under the foregoing provision (b), the addition of Other Properties to the Properties already subject to this Declaration shall not change the fact that the Development Period has terminated pursuant to provision (b) herein before the addition of Other Properties to the Properties and the two-thirds of the total voting power necessary for the annexation of other property as provided in Article III of this Declaration shall be determined thereafter on the basis of the voting power in all the Parcels then in the Property after the addition of the Other Properties.

**4.2** Notice to Owners. Not less than ten (10) nor more than thirty (30) days prior to the termination of the Development Period, the Declarant shall give written notice of the termination of the Development Period to the Owner of each Parcel. Said notice shall specify the date when the Development Period will terminate and shall further notify the Owners of the date, place, and time when a meeting of the Association will be held. The notice shall specify that the purpose of the Association meeting is to elect new Officers and Directors of the Association. Notwithstanding any provision of the Articles or Bylaws of the Association to the contrary, for the purpose of this meeting, the presence, either in person or by proxy, of the Owners of five Parcels shall constitute a quorum. If a quorum shall not be present, the Development Period shall nevertheless terminate on that date specified in said notice and it shall

thereafter be the responsibility of the Parcel Owners to provide for the operation of the Association.

4.3 Declarant may in its sole discretion, and at such times as the Declarant deems appropriate, appoint three persons who may be Parcel Owners, or who are representatives of corporate entities or other entities which are Parcel Owners, as a Temporary Board. This Temporary Board shall have full authority and all rights, responsibilities, privileges, and duties to manage the Properties under this Declaration and shall be subject to all provisions of this Declaration, the Articles, and the Bylaws, provided that after selecting a Temporary Board, the Declarant, in the exercise of its sole discretion, may at any time terminate the Temporary Board and reassume its management authority under Article IV or select a new Temporary Board under this section of Article IV.

4.4 So long as no Temporary Board is managing the Properties or until such time as the first permanent Board is elected, should Declarant choose not to appoint a Temporary Board, Declarant or a managing agent selected by the Declarant shall have the power and authority to exercise all the rights, duties, and functions of the Board and generally exercise all powers necessary to carry out the provisions of this Declaration, including but not limited to enacting reasonable administrative rules, contracting for required services, obtaining property and liability insurance, and collecting and expending all assessments and Association funds. Any such managing agent or the Declarant shall have the exclusive right to contract for all goods and services, payment for which is to be made from any monies collected from assessments.

4.5 These requirements and covenants are made to ensure that the Properties will be adequately administered in the initial stages of development and to ensure an orderly transition to Association operations. Acceptance of an interest in a Parcel evidence acceptance of this management authority in Declarant.

#### ARTICLE V -- GRANT AND RESERVATION OF EASEMENTS

Declarant reserves for itself and grants to the Association for the common use and enjoyment of the Association and the Owners, all easements created hereby in Common E. and M. Area. for the purposes of the entrance statement, common landscaping, utilities and access, reserving, however, to Declarant for the benefit of Declarant, its successors and assigns, an equal right to utilize all easements. The Declarant's and Association's right to utilize such easements are subject to the right of the public to use rights-of-way which have been dedicated as public roads and are open to public access, including emergency vehicle access.

#### ARTICLE VI -- DEVELOPMENT, ADMINISTRATION AND USE OF COMMON MAINTENANCE AND EASEMENT AREAS

6.1 The Governor's Ridge Common Maintenance and Easement Areas as described in Section 1.4 of Article I will be developed by the Declarant as follows:

- a. Entrance statement, structure and landscaping to be located on Lot 30
- b. Theme pillars, consisting of a theme landscape pillar on the setback corners of the Parcels of a design selected by the Declarant in accordance with the overall theme plan.
- c. Fencing and landscaping adjacent to 65th Avenue of a design selected by the Declarant in accordance with the overall theme design plan.
- d. Electricity, natural gas, phone cable and television cable services will be stubbed in to the exterior parcels lot lines by the Declarant. Installation of these services beyond the "stub in" point shall be the responsibility of the owner.

6.2 Each Parcel Owner shall be required to provide improvements consisting of compatible fencing and landscaping along the interior line of the Common E. and M. Area which improvements will provide the boundary between the parcel area to be improved and maintained by the parcel Owner and the Parcel area under the provisions of the Common E. and M. Area. The improvements as provided in this provision, will be designed by the Declarant's architect in accordance with the overall theme plan and the plans and specifications thereof will be provided to a Parcel Owner prior to the purchase of any Parcel. The improvements after acceptance by the Declarant or ARC will become a part of the Common E. and M. Area and will be maintained by the Declarant or Association under the provision hereof relating to the Common E. and M. Area.

6.3. The builder or Parcel Owner of each residence shall install two masonry lampposts at the entrance of each Parcel's driveway, at the fence line provided in 6.2. Each builder or Parcel Owner shall submit the exact plans to the Declarant or ARC and shall not construct the lampposts until they have been approved. Once constructed, each Parcel Owner shall thereafter be responsible for maintaining said lampposts on that Owner's Parcel in conformance with the lampposts as originally built. Failure to so maintain the lampposts shall allow the Association, after giving ten (10) days notice to correct, to maintain, repair, or replace any lamp post to return it to its condition as originally built, with the full cost thereof to be assessed to the applicable Parcel Owner and Parcel under the provision of Article VIII hereof.

6.4 The Declarant and/or a utility company may install the necessary theme lights in the project. If not provided by the utility or other public entities, the cost of maintenance, repair, and usage costs of the theme lights shall be the responsibility of the Declarant or Association and the costs thereof will be passed on to all Parcel Owners as are other Common E. and M. Areas expenses.

6.5 The landscape plan for the yard areas on the front and side of each Parcel's residence must be submitted to and approved by the Declarant or the ARC prior to the commencement of the landscaping improvements. The intent for the landscaping is to maintain the theme and continuity of the development by professionally designed landscaping compatible with the overall

design theme. The Declarant will select a landscape architect for the overall development. Each Parcel Owner is required to use the services of the landscape architect selected by the Declarant or to have his, her or their landscape architect approved by the Declarant or ARC.

6.6 If Other Properties are added to the Properties, the Owners of Other Properties shall share in the expense of maintaining the Common E. and M. Areas.

**ARTICLE VII -- MAINTENANCE OF THE COMMON E. AND M. AREAS  
DELEGATION OF MANAGEMENT**

7.1 The Declarant or Association is responsible for maintaining and preserving the character of areas designated in Article I, Section 1.4 as Common E. and M. Areas. Common E. and M. Areas have been designated as such areas for landscaping and community identification purposes.

7.2 Any damage to Common E. and M. Areas or improvements thereon, including landscape plantings, sprinkler systems, fence, berms, etc., by the Parcel Owners or their children shall be repaired within two weeks by the Owner who caused the area to be damaged. If such repairs are not made timely, after notice, the Association shall accomplish the repair and the Parcel Owner will be obliged to remit funds for the repair. If the Parcel Owner fails to promptly make payment for such repairs, the Parcel Owner will be assessed therefore under the provisions of Article VIII hereof.

7.3 It shall be the responsibility of the Declarant or Association to maintain the entrance statement structure and area, the theme pillars and lights, and the lawns and shrubbery in the Common E. and M. Areas including the lawns and shrubbery planted and installed by the Parcel Owners and accepted by the Declarant or Association.

7.4 Each Parcel Owner expressly covenants that the Board and the Declarant, during the Development Period, may delegate all or any portion of their management authority to a managing agent, manager, or officer of the Association and may enter into such management contracts or other service contracts to provide for maintenance and the operation of Common E. and M. Areas and any portion thereof. The term of any such contract shall not exceed one (1) year, renewable by agreement of the parties for successive one (1) year periods or less. Each Parcel Owner is bound to observe the terms and conditions of any such management agreement or employment contract, all of which shall be made available for inspection by any Parcel Owner on request. Any fees or salaries applicable to any such management, employment, or service agreement shall be proportionally assessed to each Parcel Owner.

**ARTICLE VIII - ASSESSMENTS**

8.1 Each Owner of any Parcel by acceptance of a deed therefor, whether it shall be so expressed in each deed, is deemed to covenant and agree to pay to the Declarant or Association

(a) annual assessments or charges and (b) special assessments for capital improvements. If the Parcel Owner fails to timely pay assessments within thirty (30) days of the due date specified in the assessment, such assessment shall be a continuing lien upon the Parcel against which such assessment is made. The personal obligation for the assessments shall not pass to successors in title unless expressly assumed by them. The Declarant or Association may record such liens in the Office of the Auditor, Spokane County, Washington. All liens hereunder shall be enforced in accordance with Article VIII, Section 8.9 and Article XVI, Section 16.4 of this Declaration.

8.2 Declarant, at its option under the provision of Article VIII of this Declaration, shall have and may exercise all of the rights and powers herein given to the Association. Such rights and powers are reserved by the Declarant, its successors and assigns as provided in Article IV of this Declaration. Declarant shall have the right and option to assess Owners for actual costs of maintaining the Common E. and M. Areas and rights-of-way and a management fee, if any, during the Development Period.

8.3 The assessments levied by the Declarant or Association shall be used exclusively to promote the recreation, health, safety, and welfare of the residents of the Properties and for the improvement and maintenance of the Common E. and M. Areas as provided in Article VI of this Declaration.

8.4 Until December 31, 1994, the annual assessment shall be \$250.00 per Parcel; in addition to a reasonable fee, not to exceed \$500.00 per Parcel, which shall be allocated and paid to the Declarant for management services provided by the Declarant to the Association or by a professional management firm. Such allocation of funds to the Declarant shall cease when the Development Period expires and the Association assumes collection costs, bookkeeping, and other management responsibilities which will be described with particularity in the Articles and Bylaws of the Association.

The annual assessment may be increased during the Development Period to reflect increased (a) maintenance costs, (b) repair costs, or (c) management costs. All increases in the annual assessment during the Development Period must directly reflect increases in the above-recited costs.

8.5 After the Development Period expires, the Board of Directors shall fix the annual assessment in accord with the above-recited standards, provided that (a) the maximum annual assessment can be increased by the Association Board by not more than ten percent (10%) above the maximum annual assessment for the previous year without a vote of the membership and (b) the maximum annual assessment may be increased by more than ten (10) percent only if two-thirds of the members of the Association, who are voting in person or by proxy at a meeting duly called for this purpose, approve such an increase.

8.6 In addition to the annual assessments authorized in Section 8.5, the Association may levy, in any assessment year, a common assessment, applicable to that year only, for the purpose of defraying, in whole or in, the cost of any construction, reconstruction, repair, or replacement

of a capital improvement upon the Common E. and M. Areas or any improvements thereof not prohibited by this Declaration, including fixtures and personal property related thereto, provided that any such assessment shall have the approval of two-thirds of the members of the Association who are voting in person or by proxy at a meeting duly called for this purpose.

8.7 Written notice of any meeting called for the purpose of taking any action authorized under this Article shall be sent to all members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting. At the first meeting called, the presence of fifty (50) percent of the members of the Association or of proxies entitled to vote fifty (50) percent of the votes of the Association shall constitute a quorum unless a higher majority is required by any section or sections of the Article unless a higher majority is required by any Section or Sections of the Article. If the required quorum is not present, another meeting may be called subject to the same notice requirement; the required quorum at the subsequent meeting shall be on-half of the required quorum at the preceding meeting.

8.8 Both annual and special assessments must be fixed at a uniform rate for all Parcels and must be collected on an annual basis, provided, however, that any unimproved Parcel owned by the Declarant shall not be subject to any assessment or charge herein described.

8.9 The annual assessments described in this Article shall commence on July 1, 1994. After the Development Period expires, the Board of Directors shall fix the annual assessment. Written notice of the annual assessment shall be sent to every Owner subject to such assessments. The due date shall be established by the Board of Directors. The Association shall, upon demand and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessment on a specified Parcel has been paid. A property executed certificate of the Association as to the status of assessments on a Parcel is binding upon the Association as of the date of its issuance.

8.10 Any assessment not paid within thirty (30) days after the due date shall bear interest at the rate of twelve percent (12%) per annum. Each Owner hereby expressly vests in the Declarant or Association or their agents the right and power to bring all actions against such Owner personally for the collection of such assessments as debts and to enforce lien rights of the Declarant or Association by all methods available for the enforcement of such liens, including foreclosure by an action brought in the name of the Declarant or Association in like manner as a mortgage of real property. Such Owner hereby expressly grants to the Declarant or Association the power of sale in connection with such liens. The liens provided for in this section shall be in favor of the Declarant or Association and shall be for the benefit of the Properties and the Parcel Owners. The Declarant or Association shall have the power to bid in an interest at foreclosure sale and to acquire, hold, lease, mortgage and convey the same. The Owner is responsible for payment of all attorneys fees and costs incurred in collecting past due assessments or enforcing the terms of assessment liens as provided in Article XVI, Section 16.4.

The Association shall have the right to suspend the voting rights of an Owner for any period during which any assessment against the Parcel remains unpaid and for a period not to exceed

sixty (60) days for any infraction of the terms of this Declaration, the Articles or the Bylaws of the Association.

8.11 The lien for assessments, provided for in this Article, shall be subordinate to the lien of any first mortgage. Sale or transfer of any Parcel shall not affect the assessment lien. However, the sale or transfer of any Parcel pursuant to a mortgage foreclosure, or any proceeding in lieu thereof, shall extinguish the lien create pursuant to this Article as to payments which become due prior to such sale or transfer. No sale or transfer, however, shall relieve such Parcel from liability for any assessments thereafter becoming due or from the lien thereof.

8.12 All property dedicated to and accepted by local public authority shall be exempt from the assessments provided for in this Article. Property owned by Declarant shall also be exempt from such assessment.

#### ARTICLE IX -- MAINTENANCE AND USE OF PARCELS BY OWNERS

9.1 Each Parcel and the improvements thereon shall be maintained by the Owner in a neat, clean and sightly condition at all times and shall be kept free of accumulations of litter, junk, containers, equipment, building materials and other debris. All refuse shall be kept in sanitary containers sealed from view; the containers shall regularly be emptied and the contents disposed off the Properties. No grass cuttings, leaves, limbs, branches and other debris from vegetation shall be dumped or allowed to accumulate on any part of the Properties, except that a regularly tended compost device shall not be prohibited other than on the Common E. and M. Areas. No storage of materials, goods, lumber, firewood, vehicles, boats, trailers, trucks, campers, recreational vehicles, or any other equipment or device shall be permitted in open view on any Parcel or right-of-way. (Motor vehicles, motorcycles, or any other internal or external powered mode of transportation or recreational boats or water craft, trailers, trucks, campers, and any other type of recreational or utility vehicles shall be referred to as "Vehicles"). This provision shall not exclude temporary (less than twenty-four (24) hours) parking of Vehicles on the designated driveway areas adjacent to garages on the Parcels. This paragraph is not meant to disallow permanent (more than twenty-four (24) hours) parking or storage of Vehicles on the Parcels, but if permanently stored, Vehicles shall be adequately screened from the view of adjacent rights-of-way and Parcels. Screening of such Vehicles must have the approval of the ARC. Upon forty-eight (48) hours notice to the Owner of an improperly parked Vehicle, the Board has the authority to have towed, at the Owner's expense, any Vehicles visible from the right-of-way or other Parcels for more than twenty-four (24) hours.

Notwithstanding the foregoing, Owners who have visiting guests intending to stay in such Vehicle may secure written permission from the Board for such guests to park the Vehicle upon the Parcels owned by the Owner for a maximum period of one week. Such a privilege shall only exist, however, after the written permission has been obtained from the Board.

9.2 Owners hereby grant to the Declarant or Association, an express easement for purposes of going upon the Parcels of Owners for the purpose of removing Vehicles or other similar objects which are parked or stored in violation of the terms of this Declaration.

9.3 In the event that an Owner shall fail to maintain the Parcel or exterior of his residential improvements situated thereon in a manner consistent with maintenance standards of the Governor's Ridge community, Declarant or Association shall, upon its own authority or upon receipt of written complaint of any Owner, and subsequent investigation which verifies the complaint, have the right through its agents and employees to enter upon the offending Owner's Parcel and repair, maintain, and restore the Parcel and exterior of the improvements on that Parcel if the Owner shall fail to respond in a manner satisfactory to the Declarant or Association within thirty (30) days after mailing of adequate notice by certified mail to the last known address of the Owner. The cost of such repair, maintenance, or restoration shall be assessed against the Parcel and the Board shall have the right to cause to be recorded a notice of lien for labor and materials furnished, which lien may be enforced in the manner as provided in Article VIII. In the event that the estimated cost of such repair should exceed one-hundred (100) percent (100%) of the assessed value of the Parcel and improvements on that Parcel, the Declarant or Association shall be required to have the assent of two-thirds of the Owners before undertaking such repairs.

9.4 During the Development Period, the Declarant may elect to exercise and perform the functions of the Association under Article IX. If the Declarant elects not to perform this function or any time elects to no longer perform this function, the Declarant shall appoint the Temporary Board to function as provided herein.

#### ARTICLE X -- ASSOCIATION

10.1 The Association shall be a non-profit corporation incorporated or be incorporated under the laws of the State of Washington.

10.2 Every person or entity which is an Owner of any Parcel shall by virtue of such ownership become a member of the Association. Membership shall be appurtenant to the Parcel and may not be separated from ownership of any Parcel and shall not be assigned or conveyed in any way except upon the transfer of title to said Parcel and then only to the transferee of title to the Parcel. All Owners shall have the rights and duties specified in this Declaration, the Articles and the Bylaws of the Association.

10.3 Owners, including the Declarant, shall be entitled to one vote for each Parcel owned. When more than one person or entity owns an interest in any Parcel, the vote for that Parcel shall be exercised as the Owners decide to exercise that vote but, in no event, shall more than one vote be cast with respect to any Parcel nor shall any vote be divided. The voting rights of any Owner may be suspended as provided for in this Declaration, the Articles and Bylaws of the Association.

10.4 Meetings of the Association shall be conducted in accordance with the provisions set forth in the Articles and Bylaws of the Association.

**ARTICLE XI -- MANAGEMENT BY ASSOCIATION BOARD**

11.1 Upon expiration of the Declarant's management authority under Article IV, all administrative power and authority shall vest in the Association's Board of Directors (Board). All Board positions shall be open for election at the first annual meeting after termination of the Development Period under Article IV.

11.2 The members of the Board and their terms of office shall be determined by the Articles and Bylaws of the Association.

11.3 All powers of the Board must be exercised in accordance with its Articles and Bylaws of the Association. The Board, for the benefit of all the Properties and the Parcel Owners, shall enforce the provisions of this Declaration, the Articles and Bylaws of the Association. In addition to the duties and powers imposed by the Articles and Bylaws of the Associations, and any resolution of the Association that may be hereafter adopted, the Board shall have the power and be responsible for the following, in way of explanation but not limitation:

- a. Obtain policies of general liability insurance.
- b. Obtain legal and accounting services if necessary to the administration of Association affairs, administration of the Common E. and M. Areas, or the enforcement of this Declaration.
- c. Pay all costs of maintaining the Common E. and M. Areas.
- d. If necessary, maintain any Parcel if such maintenance is reasonably necessary in the judgment of the Board to (1) protect the Common E. and M. Areas or (2) to preserve the appearance and value of the Properties, its Parcels, and the Common E. and M. Areas. The Board may authorize such maintenance activities if the Owner or Owners of the Parcel have failed or refused to perform maintenance within a reasonable time after written notice as provided herein of the necessity of such maintenance has been delivered by the Board to the Owner or Owners of such Parcel. The Board shall levy a special assessment against the said Owner or Owners of such Parcel for the cost of such maintenance.
- e. The Board may also pay any amount necessary to discharge any lien or encumbrance levied against the entire Properties or any part thereof which is claimed or may, in the opinion of the Board, constitute a lien against the Properties rather than merely against the interest therein of particular Owners. Where one or more Owners are responsible for the existence of such liens, they shall be jointly and severally liable for the cost of discharging it and any costs or expenses, including reasonable attorneys fees and costs in accordance with the provisions of Article XVI, Section 16.4 hereof. Such fees and costs shall be assessed against the Owner or

**Owners and the Parcel or Parcels to the extent of their responsibility and shall be liens against their parcels.**

**f. Pay all utility charges attributable to the Common E. and M. Areas.**

**g. Pay all costs deemed appropriate by the Board to ensure adequate security for the Properties constituting the residential community.**

**h. Have the exclusive right to contract for all goods, services, maintenance, and capital improvements authorized herein, provided, however, that such right of contract shall be subject to Association membership approval when required.**

**i. Improve the Common E. and M. Areas with capital improvements to such areas; provided that for those capital improvements exceeding \$2,000,000, two thirds of the Owners must approve the addition of such capital improvements to the Common E. and M. Areas.**

**j. Enter any Parcel or Residence, when reasonably necessary, in the event of emergencies or in connection with any maintenance, landscaping, or construction for which the Board is responsible. Except in cases of emergencies, the Board, its agents or employees shall attempt to give notice to the Owner or occupant of any Parcel or residence twenty-four (24) hours prior to such entry. Such entry must be made with as little inconvenience to the Owners as practicable, and any damage caused thereby shall be repaired by the Board if the entry was due to an emergency (unless the emergency was caused by the Owner of the Parcel entered, in which case the cost shall be specifically assessed to the Parcel). If the repairs or maintenance activities were necessitated by the Owner's neglect of the Parcel, the cost of such repair or maintenance activity shall be specifically assessed to that Parcel. If the emergency or the need for maintenance or repair was caused by another Owner of another Parcel, the cost thereof shall be specifically assessed against the Owner of the other Parcel.**

**k. Adopt and publish rules and regulations governing the members and their guests and establish penalties for any infraction thereof.**

**l. Declare the office of a member of the Board to be vacant in the event that a member of the Board is absent without a reasonable excuse from three consecutive regular meetings of the Board.**

**m. Employ a manager, an independent contractor or such other employees as the Board deems necessary and describe the duties of such parties.**

**n. Pay for all goods and services required for the proper functioning of the Common E. and M. Areas.**

**o. Impose annual and special assessments.**

p. Open a bank account or accounts on behalf of the Association and designate the signatories required.

q. Exercise for the Association all powers, duties, and authority vested in or delegated to the Association and not reserved to the membership by other provisions of the Articles, Bylaws, or this Declaration. The Board shall have all powers and authority permitted to it under this Declaration, the Article and the Bylaws. However, nothing herein contained shall be construed to give the Board authority to conduct a business for profit on behalf of all the Owners or any of them.

## ARTICLE XII -- LAND USE RESTRICTIONS

12.1 All Parcels within the Properties shall be used solely for private single family residential purposes. No more than one private single family residence and authorized outbuildings can be built on each Parcel. No Parcel can be further subdivided without 100% consent of all other Parcel Owners of the Properties. No residence shall be constructed which exceeds two stories height as defined by Spokane County building regulations, exclusive of the basement. Each residence must have a garage for not less than two cars. No garage opening of any attached or detached garage shall face the street side of any Parcel. No single structure shall be constructed or altered to provide a residence for more than one family. However, a guest house or servants' quarters, approved by the ARC, may also be placed on the Parcel. Ranch type residences (residences consisting of a basement and one story or residences consisting of a single story) shall contain at least 2,500 square feet. Two story residences (residences consisting of a basement and two stories or residences consisting of two stories) shall contain at least 2,800 square feet. Split level residences shall contain at least 1,800 square feet, under roof, for the combined top two levels. In computing the total square footage of a residence, the basement shall not be included. All residential improvements must be approved by the Declarant or ARC prior to the commencement of construction.

12.2 No Parcel shall be used in a fashion which unreasonably interferes with the other Owners' right to use and enjoy their respective Parcels. The Board, any Committee designated by it, or the Declarant during the Development Period, shall determine whether any given use of a site unreasonably interferes with those rights; such determinations shall be conclusive.

12.3 No noxious or offensive activity shall be conducted on any Parcel nor shall anything be done or maintained on the Properties which may be or become an activity or condition which unreasonably interferes with the right of other Owners to use and enjoy any part of the Properties. No activity or condition shall be conducted or maintained on any part of the Properties which detracts from the value of the Properties as a residential community. No untidy or unsightly condition shall be maintained on any property. Untidy conditions shall include, but are not limited to, those noted in the maintenance conditions of Article IX, Section 9.1 hereof.

12.4 Fences, walls, or shrubs are permitted to delineate the Parcel lines of each Parcel, subject to (1) the approval of the Declarant of ARC and (2) determination whether such fences, walls, or shrubs would interfere with the Common E. and M. Areas and other easements elsewhere recorded. No barbed wire, chain link, or corrugated fiberglass fences shall be erected on any Parcel. All fences, including the color and materials, whether open or solid, are to meet the standards set by the Declarant and the ARC prior to construction or installation.

12.5 No structure of a temporary character or trailer, recreational vehicle, basement, tent, shack, garage, barn, or other out buildings shall be used on any Parcel at any time as a residence, either temporarily or permanently. No vehicles parked in public rights-of-way may be used temporarily or permanently for residential purposes.

12.6 No oil drilling, oil development operations, oil refining, quarrying, or mining operation of any kind shall be permitted on or in any Parcel, nor shall oil wells, tanks, tunnels, mineral excavation, or shafts be permitted on or in any Parcel. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any Parcel. Oil storage for residential heating purposes is permissible if the storage tank is buried.

12.7 The minimum front setback requirement for all residences in the Plat shall be one hundred (100) feet from the right of way line of the county roads as provided in Article 1, Section 1.4 hereof. Sideyard setback requirement shall be established in accord with relevant public zoning ordinances with a minimum of twenty-five (25) feet, except that the minimum sideyard setback for Parcels 15 and 16 shall be fifteen (15) feet, Parcel 1, Lots A and B South line (Lot 29) shall have minimum sideyard setback of 15 feet. No dwelling shall be located on any Parcel nearer than fifty (50) feet to the rear Parcel line. For the purpose of this covenant, eaves, steps, chimneys and open porches shall not be considered as part of the dwelling; provided, however, that this shall not be construed to permit any portion of a dwelling on a Parcel to encroach upon another Parcel or upon any easement indicated on the face of the Plat or as otherwise recorded.

12.8 In the event that individual wells are used for a domestic water source, all septic drainfield system on all Parcels must be constructed in accordance with the State or County health rule requirements relating to the proximity of such drainfields to a domestic well source of water. All Owners agree to provide any waivers required by the State of Washington or Spokane County for the locations of their septic system drainfield to any domestic water well. In addition to state and county approval the location of all septic drainfield systems shall require the approval of the Declarant or ARC.

12.9 No signs, billboards, or other advertising structure or device shall be displayed to the public view on any Parcel except one sign not to exceed five (5) square feet in area may be placed on a Parcel to offer the property for sale or rent. Larger signs also may be used by the Declarant or a builder to advertise the property during the construction and sale period. Political yard signs, not more than five (5) square feet, of a temporary nature, will be allowed during

campaign periods on Parcels. Within five (5) days of the occurrence of the election, such signs must be removed from the Parcels. The Board may cause any sign placed on Properties in violation of this provision to be removed and destroyed with the cost thereof to be assessed to that Parcel Owner.

12.10 No animals other than dogs, cats, caged birds, tanked fish, and other conventional small household pets may be kept on Parcels. Dogs or cats shall not be allowed to run at large. Kennel type runs can be established but their location and construction design must be approved by the Declarant and the ARC. Leashed animals are permitted within Common E. and M. Areas. Efforts should be made by the person accompanying the animal to remove animal waste deposited on Common E. and M. Areas. All pens and enclosures must be approved by the Declarant and the ARC prior to construction and shall be kept clean and odor free at all times. If the investigation of the Board indicates that animals are kept in violation of this section, the Board will give the Owner ten (10) days written notice of the violation. Such violations must be remedied by the Owner within ten (10) days. Failure to comply with the written notice will result in a penalty of \$25.00 per day. The Association shall be entitled to attorneys fees and costs incurred to collect such penalties. In the event that it is necessary by administrative or legal proceedings to enforce any of the provisions of this Declaration, the prevailing party or parties shall be entitled to recover reasonably legal fees and costs incurred in the enforcement of the Declaration in accordance with the provision of Article XVI, Section 16.4 hereof. To the extent that the legal fees and costs set forth above are chargeable against a Parcel Owner, the fees and costs shall be a lien against the Parcel and subject to enforcement as provided in Article VIII hereof.

12.11 Any Owner may delegate, in accord with the Articles and Bylaws of the Association, his rights under the Declaration to members of his family, his tenants or contract purchasers if they reside on the property. In the event an Owner rents or leases his property, a copy of this Declaration, as well as any rules and regulations that may be adopted by the Association, shall be made available by the Owner to the prospective renter at the time of commitment to the rental agreement. Each Owner shall also be responsible for informing guests and service personnel of the contents of this Declaration, as well as any rules and regulations that may be adopted by the Association as they may relate to appropriate community behavior. Acts of family members, guests, tenants, contract purchasers and service personnel as provided herein shall be construed as the acts of the owner and governed thereby.

### ARTICLE XIII -- BUILDING RESTRICTIONS

13.1 All homes constructed on each Parcel shall be built of new materials, with the exception of decor items such as used brick, weathered planking, and similar items. The Declarant or ARC will determine whether a used material is a decor item. In making this determination the Declarant or ARC will consider whether the material harmonizes with the aesthetic character of the Governor's Ridge development and whether the material would add to the attractive features for the development. All roofs, including the colors and materials

require the approval of the Declarant ARC and are to meet the standards set by the Declarant or the ARC. All siding and trim are to be of products approved by the Declarant or the ARC. All visible masonry shall be native stone, brick or stucco.

If inferior materials are utilized, the Declarant or ARC will require that such materials be replaced by the Owner at the Owner's expense. The (1) grade of materials and (2) price of materials shall be relevant considerations in determining whether the materials are of the above described quality.

13.2 Each Parcel Owner must use approved builders, as defined in Article 1, Section 1.15. The Owner or builder will keep the Parcel reasonably free of construction debris during construction to the extent that it will not be in violation of Article IX, Section 9.1 hereof. Each Parcel Owners shall be required to pay a \$1,100.00 fee to the Declarant or ARC to be used as follows:

- a. \$100.00 for house plan check, and
- b. \$1,000.00 as a damage deposit to be held until house construction is complete. The damage deposit will be used in the event the Owner does not fulfill his clean up responsibility, in which case the Declarant or ARC will handle the clean up and deduct the cost of such clean up from the \$1,000.00 deposit. The Owner or house builder shall be required to clean up the Parcel within ten (10) days of completing construction.

13.3 No construction or exterior addition or change or alteration of any structure may be started on any portion of the Properties without the Owner first obtaining a building permit and other necessary permits from the proper local governmental authority and written approval of such permits from the Board, ARC, or the Declarant. The Declarant or ARC must approve the plans for all construction or alteration proposals.

13.4 All construction on the Properties shall conform and be in accordance with the building and safety codes and regulations of the State of Washington, County of Spokane or any duly designated committee or subdivision established thereby which are in force at the commencement and during the course of construction and any delays in receiving required permits from the proper authorities will be the responsibility of the Parcel Owner/builder. The Declarant or Association will not be responsible for any such delays and are held harmless from any damages resulting from the delay.

13.5 Upon purchase of any Parcel, the Owner must select a qualified builder as defined herein within sixty (60) days from the Parcel purchase closing and commence construction of the residential improvements not later than one hundred eighty (180) days from the Parcel purchase closing. Adjustments may be made to this schedule because of weather and other conditions beyond the control of the Parcel Owner. All adjustments must be approved by the Declarant or ARC.

13.6 The exterior of any structure, including painting or other suitable finish and initial landscaping of front and side yards shall be completed within twelve (12) months of the beginning of construction so as to present a finished appearance when viewed from any curbside angle.

13.7 Any agent, officer of the Association, member of the Board, Committee or the Declarant may, at any reasonable predetermined hour, upon twenty-four (24) hours notice during the construction or exterior remodeling, enter and inspect the structure to determine if there has been compliance with the provisions of this Declaration. The above recited individuals shall not be deemed guilty of trespass for such entry or inspection. There is created an easement over, upon, and across the residential Parcels for the purpose of making and carrying out such inspections.

13.8 No improvements may be constructed on any Parcel other than by an approved builder, as defined herein.

13.9 The improvement to be provided by the Owner under Article VI, Sections 6.2 and 6.3 must be completed within twelve months from the Parcel purchase closing. In the event this time frame is not met by the Owner, the Declarant or the Association, at its option, may install the improvements so provided at the owners expense, which expense will be assessed against the owner as provided in Article VIII. In lieu thereof a special maintenance charge of one hundred dollars (\$100.00) per month shall be assessed against the Owner beginning at the end of the time period set in this Section until the improvements are constructed and accepted by the Declarant or Association. This assessment is for the purpose of augmenting and maintaining the boundary areas between the Common E. and M. Areas and the rest of the Parcel.

#### ARTICLE XIV -- UTILITIES

14.1 The wiring of accessory buildings of any kind shall be underground.

14.2 No radio or television antennae, transmitters or parabolic reflectors (satellite dish antennae) shall be permitted. However, a common receiver of this type can be installed for the properties if such installation is approved by all Parcel Owners.

14.3 All septic systems must be installed with a permit from and in accordance with the requirements of the Spokane County Health Department. In anticipation of the extension of sewer service by the County or City of Spokane, all plumbing systems must be double plumbed by the builder to allow for future connection to the public sewer service. At the time as County or City sewer services become available, these services must be used. All related expenses to connect to a public sewer system will be the sole responsibility of each Parcel Owner.

14.4 The Owners of all Parcels by their purchase of any Parcel subject to this Declaration hereby waive their rights to object to a future extension of public utility services to the

properties. This waives shall include extension of both water and sewer services by the City or County of Spokane. All related costs for such extensions shall be borne by the Parcel Owners of the Properties as assessed against their individual Parcels.

#### ARTICLE XV -- ARCHITECTURAL CONTROL

15.1 The ARC shall consist of not less than three (3) and not more than five (5) members. It is not a requirement that members of the ARC be members of the Association.

During the Development Period, the Declarant may elect to exercise and perform the functions of the ARC. If the Declarant elects not to perform this function, or at any time elects to no longer perform this function, the Declarant or the Board shall appoint the ARC to function as herein provided. After termination of the Development Period, the functions of the ARC shall be performed by the Board until such time as the Board shall appoint and designate the ARC. The ARC shall be appointed within one (1) month of the election of the Board following the termination of the Development Period.

15.2 The ARC or the Declarant shall review proposed plans and specifications which must be submitted as scale working drawings for residences, detached garages, accessory structures (e.g., garden sheds, tool sheds, doll houses, and playground equipment), fences, walls, appurtenant recreational facilities (e.g., hot tubs, spas, basketball courts, basketball hoops, tennis courts, swimming pools, guest house, servant's quarter and bath houses), or other exterior structures to be placed upon the Properties. No exterior addition or structural alteration may be constructed or installed until plans and specifications showing the nature, kind, shape, height, materials, and location of the proposed structure or alteration have been submitted to and approved in writing by the Declarant or ARC. The Declarant or ARC shall also review and approve proposals to change the exterior color of homes in the Plat. The Declarant or ARC shall consider whether the exterior design and location of the proposed structure, alteration, or color change harmonizes with the a) surrounding structures, b) surrounding natural and built environment, and c) aesthetic character of other homes in the Plat in the process of their review and approval.

15.3 The ARC shall be designated by the Declarant or Board. An election to fill either a newly created position on the ARC or a vacancy on the ARC will require the vote of the majority of the entire Board. However, the Board is not obliged to fill a vacancy on the ARC unless the membership of the ARC numbers less than three (3) persons.

15.4 The ARC may unanimously designate one or more of its members or a third party to act on behalf of the ARC with respect to both ministerial matters and discretionary judgments. The decisions of such individuals are subject to review by the entire ARC at the request of any member of the ARC.

15.5 No member of the ARC shall be entitled to any compensation for services performed on behalf of the ARC. ARC members shall have no financial liability resulting from ARC actions. However, the ARC shall be authorized to be reimbursed for any expenses incurred in the course of their services, including expenses for professional services and advice necessary to their considerations under their responsibilities as members of the ARC.

15.6 The address of the ARC shall be at the registered office address of the Association.

15.7 ARC decisions shall be determined by a majority vote by the members of the ARC.

15.8 All plans and specifications required to be submitted to the Declarant or ARC shall be submitted by mail to the address of the ARC in duplicate. At the option of the ARC, any plans and specifications personally delivered to a member of the ARC can be accepted by the ARC for review and consideration. The written submission shall contain the name and address of the Owner submitting the plans and specifications, identify the Parcel involved, and the following information about the proposed structure:

- a. The location of the structure upon the Parcel;
- b. The elevation of the structure with reference to the existing and finished Parcel grade;
- c. The general design;
- d. The interior layout;
- e. The exterior finish materials and color, including roof materials;
- f. The landscape plan; and
- g. Other information which may be required in order to determine whether the improvements conform to the standards articulated in this Declaration and the standards employed by the ARC in evaluating development proposals.

15.9 All applicable individuals submitting plans to the Declarant or ARC shall be obliged to pay a reasonable plan check fee to cover the administrative costs of reviewing such development proposals. It will be necessary to pay the plan check fee upon submitting plans and specifications to the Declarant or ARC. A plan check fee of \$100.00 will be charged to review plans and specifications for residences. A fee of \$25.00 will be charged for the review of other structures.

15.10 The Declarant or ARC shall have the authority to establish aesthetic standards for evaluating development proposals. In addition to such standards in evaluating development proposals, the Declarant or ARC shall determine whether the external design, color, building materials, appearance, height, configuration, and landscaping of the proposed structure

harmonize with (a) the various features of the natural and built environment, (b) the aesthetic character of the other homes in Governor's Ridge and (c) any other factors which affect the desirability or suitability of a proposed structure or alteration. The Declarant or ARC shall decline to approve any design which (a) materials fail to meet the above recited standards and any other aesthetic standards promulgated by the Declarant or ARC, (b) impacts adversely on nearby Properties, (c) impairs the view of nearby Properties, or (d) is of a temporary or non-permanent nature. ARC determinations may be amended by a majority vote of ARC members.

15.11 Within fourteen (14) days after the receipt or acceptance of plans and specifications, the Declarant or ARC shall approve, approve with modifications or disapprove the proposed structure. The Declarant or ARC may decline to approve plans and specifications which, in its opinion, do not conform to restrictions articulated in this Declaration or to its aesthetic standards. The Declarant or ARC shall indicate its approval, conditional approval, or disapproval on one of the copies of the plan and specifications provided by the applicant and shall return the plans and specifications to the address shown on the plan and specifications.

15.12 In all cases, ultimate responsibility for satisfying all state and local building codes and requirements rests with the Owner and the contractor employed by the Owner. The Declarant or ARC has no responsibility for ensuring that plans and specifications which it reviews comply with local building codes and requirements. The Declarant or ARC shall be held harmless in the event that a structure which it authorizes fails to comply with relevant building and zoning requirements. Neither the Declarant or any person on the ARC or acting on behalf of the ARC shall be held responsible for any defect in any plans or specifications which are approved by the Declarant or ARC nor shall the Declarant or any member of the ARC or any person acting on behalf of the ARC be held responsible for any defect in a structure which was built pursuant to plans and specifications approved by the Declarant or ARC.

15.13 The Declarant or ARC shall have the authority to approve plans and specifications which do not conform to these restrictions in order to a) overcome practical difficulties or b) prevent undue hardship from being imposed on an Owner as a result of applying these restrictions. However, such variations may only be approved in the event that the variation will not (a) detrimentally impact on the overall appearance of the development, (b) impair the attractive development of the subdivision or (c) adversely affect the character of nearby Parcels. Granting such a variation shall not constitute a waiver of the restrictions articulated in this Declaration. Variation shall only be granted if the Declarant or ARC determines that the variation would further the purposes and intent of these restrictions. Variations shall only be granted in extraordinary circumstances.

## ARTICLE XVI -- GENERAL PROVISIONS

16.1 These covenants are to run with the land and be binding on all parties and persons claiming under them for a period of thirty (30) years from the date these covenants are recorded, after which time the covenants shall be automatically extended for successive periods of ten (10)

years unless an instrument signed by a majority of the individuals then owning Parcels has been recorded which reflects their intent to amend the covenants in whole or in part.

16.2 The covenants and restrictions articulated in this Declaration shall run with the land and bind the land for a term of thirty (30) years from the date that this Declaration is recorded. After thirty (30) years have expired, the covenants shall be automatically extended in accordance with the provisions set forth in Section 16.1 of this Article. This Declaration may be amended during the initial thirty (30) year period if seventy-five percent (75%) of the Association members vote to amend the Declaration. This Declaration may be amended during the Development Period by any instrument signed by both the Declarant and the Owners of at least fifty-one (51%) of the Parcels, including those owned by the Declarant. The provisions expressly referring to the Declarant may not be amended without the Declarant's approval. All amendments must be filed with the office of the County Auditor, Spokane County, State of Washington.

16.3 The Declarant, Association, Board, or any Owner shall have the right to enforce, by any legal action or administrative proceeding, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration.

16.4 In the event that it is necessary by administrative or legal proceedings to enforce any of the provisions of the Declaration, the prevailing party or parties shall be entitled to recover reasonably legal fees and costs incurred in the enforcement of the Declaration. The legal fees and costs shall include reasonable attorney fees, with or without litigation, title search expenses, notice expenses, witness expenses, including those of qualified expert witnesses, court costs and any other costs or expenses reasonably necessary to the enforcement of the provision of the Declaration. To the extent that the legal fees and costs set forth above are chargeable against a Parcel Owner, the fees and costs shall be a lien against the Parcel and subject to enforcement as provided in Article VIII hereof.

16.5 The covenants, restrictions, and conditions articulated in this Declaration shall run with the land and shall accordingly be binding on all successors and assigns.

16.6 The invalidity of any one or more phrases, clauses, sentences, paragraphs or sections hereof shall not affect the remaining portions of this Declaration or any part thereof. In the event that one or more of the phrases, clauses, sentences, paragraphs, or sections contained herein should be invalid, this Declaration shall be construed as if the invalid phrase, clause, sentence, paragraph, or section had not been inserted.

16.7 In the event that any provision or provisions of this Declaration violate the rule against perpetuities, such provision or provisions shall be construed as being void and of no effect as of twenty-one (21) years after the death of the last surviving incorporator of the Association or twenty-one (21) years after the death of the last survivor or all of the incorporators' children and grandchildren who shall be living at the time this instrument is executed, whichever is later.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein and the owner of real property subject to this covenant, have hereunto set their hands and seals this 7<sup>th</sup> day of September, 1994.

MDC, Inc. \_\_\_\_\_ VOL. 1648 PAGE 1060

Patrick Martin  
Patrick Martin

By Patrick Martin  
President

STATE OF WASHINGTON )  
  )ss  
County of Spokane )

On this 7th day of September, 1994, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared, Patrick Martin, to me known to be the President of MDC, Inc., the corporation that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes mentioned, and on oath stated that he was authorized to execute the said instrument and that the seal affixed is the corporate seal of said corporation.

GIVEN under my hand and official seal the day and year last above written.

[Signature]  
Notary Public in and the State of Washington, residing at  
Spokane

STATE OF WASHINGTON )  
  )ss.  
County of Spokane )

On this day personally appeared before me, Patrick Martin to me known to be the individual described in and who executed the forgoing instrument, and acknowledged that he signed the same as his free and voluntary act and deed for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 7<sup>th</sup> day of September, 1994.

[Signature]  
Notary Public in and the State of Washington, residing at  
Spokane

**EXHIBIT A**

of

**VOL. 1648 PAGE 1061**

**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF GOVERNOR'S RIDGE, A DEVELOPMENT OF LOTS 3 THROUGH 30 OF NEWLONS ACRE TRACTS, VOLUME L OF PLATS, PAGE 14, RECORDS OF THE AUDITOR, SPOKANE COUNTY, WASHINGTON**

Real property owned by MDC, INC.

**TRACTS 3 TO 12, INCLUSIVE, AND TRACTS 15 TO 30, INCLUSIVE, NEWLON'S ACRE TRACTS, AS PER PLAT RECORDED IN VOLUME L OF PLATS, PAGE 14;**

**EXCEPT THAT PORTION CONVEYED TO SPOKANE COUNTY IN DEED RECORDED DECEMBER 2, 1993 UNDER DOCUMENT NUMBER 9312020324;**

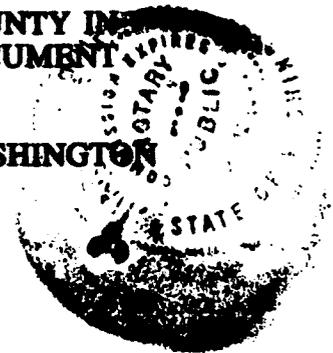
**SITUATE IN THE COUNTY OF SPOKANE, STATE OF WASHINGTON**

Real property owned by Patrick Martin, a single person

**TRACTS 13 AND 14, NEWLON'S ACRE TRACTS, AS PER PLAT RECORDED IN VOLUME L OF PLATS, PAGE 14;**

**EXCEPT THAT PORTION CONVEYED TO SPOKANE COUNTY IN DEED RECORDED DECEMBER 2, 1993 UNDER DOCUMENT NUMBER 9312020324;**

**SITUATE IN THE COUNTY OF SPOKANE, STATE OF WASHINGTON**



Unofficial Document