

Filed at the Request of:
Joseph D. Jarvis
2223 S. Chapman Rd.
Greenacres, WA 99016



**DECLARATION
OF
COVENANTS, CONDITIONS AND RESTRICTIONS
FOR**

MOONRISE RIDGE SHORT PLAT

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR MOONRISE RIDGE SHORT PLAT (hereafter referred to as "Declaration") is made on the date hereinafter set forth by the undersigned Owners and Joseph D. Jarvis ("Declarant"), who is an owner and the developer of certain land situated in the State of Washington, County of Spokane, known as **MOONRISE RIDGE SHORT PLAT**, which is described on Exhibit A, incorporated herein and attached hereto (referred to herein as the "Property").

MOONRISE RIDGE HOMEOWNERS ASSOCIATION (hereafter referred to as the "Association") was incorporated in the State of Washington on March 25, 2015 as a Washington non-profit corporation formed and operated pursuant to the provisions of RCW 24.03 and RCW 64.38 as a homeowners association of the owners of residential lots within **MOONRISE RIDGE SHORT PLAT** for the purpose of administering, operating, governing and enforcing this Declaration of Covenants, Conditions and Restrictions for the **MOONRISE RIDGE SHORT PLAT**.

In the event of any conflict between this Declaration and the Articles and By-Laws of the **MOONRISE RIDGE HOMEOWNERS ASSOCIATION**, the provisions of this Declaration shall control.

In order to ensure preservation of the gracious residential environment and to enhance the attractiveness and appeal of the development at **MOONRISE RIDGE SHORT PLAT**, Declarant hereby makes this Declaration for the purpose of submitting the Property to this Declaration and declares the Property shall be held, sold, conveyed, encumbered leased rented, occupied and improved subject to the following covenants, conditions, restrictions, reservations, limitations, grants of easement rights, rights of way, liens, charges and equitable servitudes, all

of which are for the purpose of enhancing and protecting the value, desirability and attractiveness of the Property for the benefit of the Property and shall be binding upon all parties having any right, title or interest in the Property or any part thereof, and shall inure to the benefit of each Owner thereof. This Declaration shall run with the land and shall both bind and benefit Declarant, his successors and assigns, all subsequent Owners of the Property or any part thereof, their heirs, successors, grantees and assigns, the Association and any successor thereto, all Members of the Association, together with their heirs, successors, grantees and assigns and any other person or entity having or acquiring any right, title or interest in the Property.

ARTICLE I.

DEFINITIONS

For purpose of the Declaration, certain words and phrases shall have particular meanings as follows:

"Architectural Control Committee" shall mean and refer to the Committee appointed by the Declarant or the Board as provided in Article XV of this Declaration, hereinafter referred to as the "Committee".

"Assessments" shall mean all sums chargeable by the Association against a Lot, including, without limitation: (a) general and special assessments for maintenance, repair or replacement of the Common Maintenance Areas and facilities within such areas; (b) special assessments against an Owner for work done on the Owner's Lot; (d) fines imposed by the Association; (f) interest and late charges on any delinquent account; and (g) costs of collection, including reasonable attorneys' fees, incurred by the Association in connection with the collection of a delinquent Owner's account.

"Association" shall mean and refer to the MOONRISE RIDGE HOMEOWNERS ASSOCIATION, its successors and assigns.

"Board" shall mean and refer to the Board of Directors of the Association, as provided in Article X and XI. 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 unless the language or context clearly indicates otherwise.

"Common Maintenance Areas" shall mean those portions of the Property (including the improvements thereto) to be maintained by the Association for the benefit of the Lot Owners. The areas to be maintained by the Association at the time of recording this Declaration are shown on the face of the plat and described on Exhibit B attached hereto and identified as follows:

1. Maintenance area - A (Located within Lot 2)
2. Maintenance area - B (Located within Lot 8)

3. Maintenance area - C
4. Drainage and Storm Water Easements and Facilities

"Declarant" shall mean and refer to Joseph D. Jarvis, his heirs or authorized representative(s).

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

"Easements" shall mean all easements shown on the Plat for ingress and egress, utilities, private drainage easements, storm water easements, road easements and connectivity easement, but the term Easement shall not include any easement shown on the Plat which is identified with a recording number.

"Home or Residence" shall mean a single family structure located on a Lot which is designed and intended for use and occupancy as a Residence.

"Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the Property, subject to the limitations, terms and conditions set forth in Article II pertaining to Lot 1.

"Other Parcels" shall mean those parcels of land selected by the Declarant which may be added to the Property by Declarant in accordance with Article III.

"Owner" shall mean the owner of record, whether one or more persons or entities, of a fee simple title to any Lot and, except as may be otherwise expressly provided herein, shall, in the case of a Lot which has been sold pursuant to a real estate contract, include any person of record holding a vendee's interest under such real estate contract, to the exclusion of the vendor thereunder. Any person or entity having such an interest merely as security for the performance of an obligation shall not be considered an Owner.

"Plat" shall mean and refer to the Property described on Exhibit A that is the subject of the Plat of **MOONRISE RIDGE SHORT PLAT**, recorded in the Records of Spokane County, State of Washington.

"Property or Properties" shall mean and refer to the real property described with particularity on Exhibit "A" and such additions to that property which may hereafter be brought within the jurisdiction of the Association, subject to the limitations, terms and conditions set forth in Article II pertaining to Lot 1.

"Structure" shall mean any building, fence, wall, pole, driveway, walkway, patio, swimming pool, or the like.

"Undersigned Owners" shall refer to the owners of the Property who have signed this Declaration.

ARTICLE II.

EXEMPTION OF LOT 1

Except as benefitted by or burdened by any easement(s) shown on the face of the plat or granted or created herein, Lot 1 of the **MOONRISE RIDGE SHORT PLAT** is permanently excluded from and exempt from any of the terms, conditions, fees, assessments, obligations, declarations, covenants and restrictions of this agreement.

ARTICLE III.

OTHER PARCELS

A. Declarant reserves the absolute and unfettered right, but is not obliged, to add Other Parcels to the Property. Declarant reserves the absolute and unfettered right to determine the number and location of any additional Lots created within Other Parcels. The use of the word "Declarant" in this section shall also equally apply to any heirs, successors and assigns of Declarant.

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

C. The addition of any Other Parcels to the Property shall occur when the Declarant files for record a Declaration of Annexation to this Declaration, legally describing the Other Parcels and stating that the Other Parcels are annexed to the Property and subject to the provisions of this Declaration. Upon expiration of the Development Period, Other Parcels may be added to the Property with the affirmative vote of Sixty Percent (60%) of the members of the Association. After the Development Period, if Other Parcels are added to the Property, the Association shall file for record a Declaration of Annexation to this Declaration legally describing the Other Parcels and stating that the Other Parcels are added to the Property and subject to the provisions of this Declaration.

D. The voting rights of the existing Lot Owners shall be adjusted at the time Other Parcels are added to the Properties only to the extent that the total number of votes is increased by the number of Lots added, and the percentage which one vote bears to the total is thus diminished. If Other Parcels are added prior to the expiration of the Development Period, such

Other Parcels shall initially be managed by the Declarant according to the provisions of Article IV.

ARTICLE IV.

DEVELOPMENT PERIOD; MANAGEMENT RIGHTS OF
DECLARANT DURING DEVELOPMENT

A. Management by Declarant. Development Period shall mean that period of time from the date of recording the Declaration until: (1) the thirtieth (30th) day after transfer of title to consumer home purchasers of Lots representing one hundred percent (100%) of the total of all Lot Owners, including any annexed property, but excepting therefrom Lot 1, or (2) the date on which Declarant elects to permanently relinquish all of Declarant's authority under this Article IV by written notice to all Lot Owners, or (3) a date not more than thirty (30) years from the date of recording this Declaration, whichever of the preceding date is first to occur. Until termination of the Development Period, as provided herein, the Declarant shall have all of the rights and privileges retained herein pertaining to the management of the Property and the Association.

B. Notices 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 Lot. 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 appoint new Officers and Directors of the Association from the Owners. At this meeting, the Declarant shall appoint new directors and officers for the Association for a one year period, which shall be the transition year from Declarant control to Lot Owner control.

C. Temporary Board. Declarant may in his sole discretion, and at such times as the Declarant deems appropriate, appoint three persons, who may be Lot Owners, representatives of corporate entities or other entities which are Lot Owners, and which may include Declarant or an agent thereof, as a Temporary Board of Directors of the Association. This Temporary Board shall have full authority and all rights, responsibilities, privileges and duties to manage the Property under this Declaration and shall be subject to all provisions of this Declaration, the Articles and the By-Laws, provided that after selecting a Temporary Board, the Declarant, in the exercise of his sole discretion, may at any time terminate the Temporary Board and reassume his position as the sole member of the Board of Directors of the Association. After the termination of a Temporary Board, the Declarant may again at any later date during the Development Period appoint another Temporary Board as provided herein.

D. Authority of Declarant. During the Development Period, unless Declarant has appointed a Temporary Board and/or Committee, Declarant, or a managing agent or

representative authorized to act on behalf of Declarant, shall have the power and authority to exercise all the rights, duties and functions of the Board and/or Committee 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, authorized representative 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 and held by the Association.

E. Acceptance. Declarant reserves and retains these rights during the Development Period to ensure that the Property will be adequately administered in the initial stages of development and to ensure an orderly transition of governance of the Association from the Declarant to governance by the Board after the sale of all Lots within the Property. Acceptance of any right, title or interest in a Lot evidences acceptance of this managing authority in Declarant.

ARTICLE V.

CONVEYANCE AND OWNERSHIP OF COMMON AREAS AND EASEMENTS

A. The Plat depicts certain easements with a reference to recording numbers which are referred to herein as Existing Easements. With the exception of such Existing Easements, the undersigned Owners do hereby grant, assign and convey to the Association for the common use and enjoyment of the Association and the Lot Owners, all Common Maintenance Areas and Easements shown on the face of the Plat for the purpose of open space enjoyment, landscaping, ingress, egress, road ways, storm water and drainage purposes and utility services, reserving, however, to the Undersigned Owners for the benefit of said Undersigned Owners, their successors and assigns, an equal right to utilize all easements. The rights of the Association, Lot Owners and the Undersigned Owners to utilize such easements are subject to the right of the public to use rights-of-way which may have been or may be dedicated as public roads and are open to public access, including emergency vehicle access. The Association shall have the right to install, repair, maintain and replace any facilities permitted in the Easements and within the Common Maintenance Areas.

B. The Undersigned Owner of the Property does hereby grant, assign, and convey unto the Association, Spokane County, and all applicable utility providers their assigns, successors and transferees, a non-exclusive, perpetual easement, over, across, under and through the Common Maintenance Areas and Easements for the purpose of providing utility services to all Lots, as well as for access, ingress and egress thereto.

C. Utility Easements. Over, across and through each Lot, easements are reserved as provided by the Plat and applicable laws, ordinances and other governmental rules and regulations for utility installation and maintenance, including but not limited to, underground electric power, telephone, water, sewer, drainage, gas, and accessory equipment, together with

the right to enter upon the Lots and such improvements at all times for said purposes. Within these easements, no structure, planting, or other material shall be placed or permitted to remain which may damage, interfere with the installation and maintenance of utilities, or which may change the direction of flow of drainage channels in the easements, or which may obstruct or retard the flow of water through drainage channels in the easements; the easement area of each Lot, and all improvements, shall be maintained continuously by the Owner of the Lot, except for those improvements for which a public authority, Association or utility company is responsible.

D. One of the purposes of creating, conveying and granting these Common Maintenance Areas and Easements is to permit the Association and all applicable utility companies, to have the perpetual right to construct, maintain and replace facilities deemed necessary by the Association for the safety and welfare of the public, the Association and the Lot Owners. The Association, as well as utility providers, shall have the right for construction, reconstruction, maintenance and operation of utilities, together with the right to inspect said utilities and to trim and/or remove brush and trees that may interfere with the construction, maintenance and operation of the same, and together with the right to access said utility facilities.

E. No fence or portion thereof may be constructed within any easement that would obstruct the sight distance necessary for safe and efficient vehicular movement or the function of the Common Maintenance Area or Easement.

F. Each Owner and his guests and invitees shall have a perpetual, non-exclusive easement across all roadways constructed within the project, thereby providing access throughout the property and to public streets.

G. The rights conveyed and created herein benefit the Association, Lot Owners, applicable utility providers and their heirs, successors or assigns. In addition, said rights are binding upon the property and parties hereto, their heirs, successors or assigns and shall run with the lands perpetually.

H. The Declarant, his assigns or successors will be responsible for installation of streets, curbs and sidewalks, and surface water drainage features as required by Spokane County. These features will be constructed in compliance with the road and drainage plans approved by Spokane County. Once so constructed and approved by Spokane County, the Declarant or his assigns shall be relieved of any responsibility to reconstruct, repair, or maintain any of the surface water drainage features, or streets, curbs or sidewalks. As provided in Article VII the association shall maintain and repair such areas. However, in the event any such improvement is altered or damaged by a Lot Owner, a representative, agent, or contractor thereof, or by the Association, the Lot Owner, the Association or the person or entity causing the damage shall pay all costs of repair.

I. All Owners of Lots and the Association as to the Common Maintenance Areas and Easements shall comply with and be subject to the above referenced road and drainage plans

approved and/or amended by Spokane County. Any work performed on any Lot or in the Common Maintenance Areas or on any Easement shall comply with and not interfere with said road and/or surface water drainage plan. All Lot Owners and the Association shall take into consideration the topographical features of adjoining Lots in performing any earth work or landscaping that would affect the flow of surface water. Continuous maintenance of the Storm Drainage Facilities shall be performed as specified by the Operation and Maintenance Manual prepared for the Declarant which will be recorded with Spokane County Auditor's Office. Failure of any Lot Owner or the Association to comply with these provisions shall entitle the Declarant or, if applicable, the Association, to enter upon the violating Owner's Lot or the Common Maintenance Area and make the necessary repairs and corrections, the cost of which will be an assessment against a Lot Owner or obligation of the Association, as the case may be.

ARTICLE VI.

ADMINISTRATION AND USE OF COMMON MAINTENANCE AREA
AND EASEMENTS

A. Dumping in Common Maintenance or Easement Areas. No trash, plant or grass clippings or other debris of any kind shall be dumped, deposited or placed on the Common Maintenance Areas or Easement Areas.

B. Landscaping and Fencing. Except as otherwise specifically permitted on the Plat or herein, no structures or landscaping of any kind, including fences, walls or shrubs, may be built within or placed upon any Common Maintenance Area, road way, rights-of-way, storm water easements, drainage easements and utility easements, as delineated on the Plat that would interfere with the use and enjoyment thereof.

C. Other Parcels. If Other Parcels are added to the Properties, the Owners of Other Parcels shall share in the expense of maintaining Common Maintenance Areas and Easement Areas.

ARTICLE VII.

MAINTENANCE OF COMMON MAINTENANCE AREAS AND EASEMENTS
DELEGATION OF MANAGEMENT

A. Responsibility for Maintaining Common Maintenance Areas and Easement Areas. The Association is responsible for maintaining, repairing and preserving the character of Common Maintenance Areas and Easements described herein. Except as otherwise provided herein, it shall be the responsibility of the Association to maintain and repair all Declarant installed landscaping, all common areas, roads, storm water and drainage easements, easements, rights-of-way, and all improvements thereto within the Plat including the Common Maintenance Area and Easements.

B. Maintenance and Repair of Drainage and Storm Water Easements. General and normal grass/lawn care of all drainage and storm water Easements shall be the responsibility of the Owner of the Lot upon which said drainage and/or storm water system is located. Any structural, component or functional maintenance needs of the Declarant installed storm water system shall be the responsibility of the Association or Spokane. The Owner of Lot 2 shall be responsible for the grass/lawn care of the Chapman Rd. storm water pond, located in the North West corner of Lot 2. Any structural, component or functional maintenance needs of the Chapman Rd. storm water pond on lot 2 shall be the responsibility of Spokane County.

C. Repair of Damage to Common Maintenance Areas and Easements. Any damage to Common Maintenance Areas or Easements or improvements thereon, including landscape plantings, sprinkler systems, fences, berms, etc., caused or permitted by a Lot Owner or the invitee, agent, representative or contractor thereof, shall be repaired within one week by the Lot Owner causing or permitting the damage. The Declarant or the Association shall give written notification of the repair demand, and if the Lot Owner does not make the repair within one week of the written notification, Declarant or the Association may make such repair and bill the Lot Owner for the repair. The Lot Owner shall, upon receipt of the bill for repair shall within 10 days of receipt of the bill remit funds for the repair. If the Lot Owner fails to make payment for such repairs, the obligation shall be treated in the same manner as an unpaid Assessment as set forth in Article VIII.

D. Irrigation of Common Maintenance Areas A & B. One irrigation valve, line and stub shall be supplied by Lot #8 for the purpose of irrigation of grass and landscaping within Common Maintenance Area A lying within Lot #8. One irrigation valve, line and stub shall be supplied by Lot #2 for the purpose of irrigation of grass and landscaping within Common Maintenance Area B lying within Lot #2. The Lot Owners of Lots #2 and #8 shall be reimbursed by the Association on an annual basis in the amount of \$45.00 dollars per year for the use of the water to irrigate the respective Common Maintenance Areas. The valve, line and stub from each lot shall be supplied at the time that each Lot Owner installs their respective irrigation systems. The Lot Owner shall be responsible for the continued operation, maintenance and repair of the portion of the sprinkler system in order to adequately irrigate the grass and landscaping on these Common Areas.

E. Management. The Declarant or the Board 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 Maintenance Areas or any portion thereof.

ARTICLE VIII.

ASSESSMENTS

A. Creation of Lien and Personal Obligation of Assessments. Each Owner of a Lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed

to covenant and agree to pay to the Association any assessment duly levied by the Association as provided in this Declaration. Such assessments, together with interest, costs, late charges and reasonable attorney's fees, shall also be a charge on the land and shall be a continuing lien upon the Lot against which each such assessment is made. Each such assessment, together with interest, costs, late charges and reasonable attorneys' fees, shall also be the personal obligation of the person who was the Owner of such Lot at the time when the assessment became due.

B. Payment of Initial Assessment upon Closing of Lot Purchase. Upon the purchase of a Lot from the Undersigned Owners, the Purchaser shall pay to the Declarant or Association an initial assessment amount of Two Hundred Forty Dollars (\$240). That payment shall pay the initial Assessment for that Lot from the time of closing through the end of the calendar year in which the Lot was purchased. The initial Assessment reflects costs and fees incurred in connection with the management and administration of the Association and shall not be prorated for the year in which the Lot was acquired by the initial purchaser.

C. Liability for Assessments. Any assessments which may be levied from time to time pursuant to the authority of the Board shall be established in accordance with this Article VIII, except for assessments levied against an Owner for the purpose of paying or reimbursing the Association for costs incurred or to be incurred in connection with performing requested maintenance, repairs or reconstruction of facilities within the Common Maintenance Areas or Easements or for the purpose of paying or reimbursing the Association for costs incurred or to be incurred in connection with bringing an Owner's Lot or Improvements thereto into compliance with the provisions of this Amended and Restated Declaration. No Owner is exempt from liability for assessments by abandonment of Owner's Lot.

D. Association Budget. The Association shall prepare, or cause the preparation of, an operating budget for the Association at least annually, in accordance with generally accepted accounting principles. The operating budget for each calendar year shall set forth sums required by the Association, as estimated by the Board, to meet its annual costs and expenses.

E. Levy of General Assessment. In order to meet the costs and expenses projected in its operating budget, the Board shall determine and levy on every Owner a general assessment for each calendar year. The Association's operating budget shall be divided by the number of Lots to determine the amount of one assessment unit. Each Owner's general assessment shall be calculated by multiplying the number of Lots owned by the Owner by one assessment unit.

F. Amount of General Assessment. The Board shall make reasonable efforts to determine the amount of the general assessment payable by each Owner for an assessment period at least thirty (30) days in advance of January 1 of each calendar year. Notice of the general assessment shall thereupon be sent to each Owner subject to assessment; provided, however, that failure to notify an Owner of the amount of an assessment shall not render such assessment void or invalid. Any failure by the Board, before the expiration of any assessment period, to fix the amount of the general assessment hereunder for the next period, shall not be deemed a waiver or modification in any respect of the provisions of this Article or a release of any Owner from the

obligation to pay the general assessment, or any installment thereof, for that or any subsequent assessment period.

G. Assessment Period. The general assessment fixed for the preceding period shall continue until a new assessment is fixed. Upon any revision by the Association of the operating budget during the assessment period for which each budget was prepared, the Board shall, if necessary, revise the general assessment levied against the Owners and give notice of the same in the same manner as the initial levy of a general assessment for the assessment period.

H. Special Assessments. In addition to the general assessments authorized by this Article, the Association may levy an assessment or assessments at any time against all Owners, for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, inordinate repair, or replacement of the Common Maintenance Areas, or for such other purposes as the Association may consider appropriate; provided, however, that any such assessment must have the prior favorable vote of a majority of Members. The amount of each Owner's special assessment for any year shall be calculated like the general assessment, except that the total special assessment shall be substituted for the operating budget amount and shall be payable in one or more installments, as determined by the Board. Costs incurred by the Association for any action taken by the Association in connection with an Owner's Lot shall be a special assessment against the Owner of that Lot. Special assessments may be levied either before or after the work is done, in the discretion of the Board.

I. Manner and Time of Payment. Assessments shall be payable in such reasonable manner as the Board shall designate. Any assessment or installment thereof which remains unpaid for at least thirty (30) days after the due date thereof shall bear interest at the rate of twelve percent (12%) per annum, and the Board may also assess a late charge in an amount not exceeding twenty percent (20%) of any unpaid assessment which has been delinquent for more than thirty (30) days.

J. Accounts. Any assessments collected by the Association shall be deposited in one or more federally insured institutional depository accounts established by the Board. The Board shall have exclusive control of such accounts and shall maintain accurate records thereof.

K. Lien. In the event any assessment or installment thereof remains delinquent for more than thirty (30) days, the Board may, upon fifteen (15) days prior written notice to the Owner of such Lot of the existence of the default, accelerate and demand immediate payment of the entire assessment. The amount of any assessment assessed or charged to any Lot plus interest, costs, late charges and reasonable attorneys' fees, shall be a lien upon such Lot. A notice of lien for the assessment may be recorded in the office where real estate conveyances are recorded for the County in which the Lot is located. Such notice of assessment may be filed at any time at least fifteen (15) days following delivery of the notice of default referred to above in this Section. The lien for payment of such assessment and charges shall have priority over all other liens and encumbrances, recorded or unrecorded, limited as provided in Article VXII. Suit

to recover a money judgment for unpaid assessments or charges shall be maintainable without foreclosure or waiver of the lien securing the same.

L. Waiver of Homestead. Each Owner hereby waives, to the extent of any liens created pursuant to this Article, the benefit of any homestead or exemption law in effect at the time any assessment or installment thereof become delinquent or any lien is imposed pursuant to the terms hereof.

M. Records and Financial Statements. The Board shall prepare or cause to be prepared for any fiscal year in which the Association levies or collects any assessments, a balance sheet and an operating (income/expense) statement for the Association which shall include a schedule of delinquent assessments identified by the number of the Lot and the name of the Owner. The Board shall cause detailed and accurate records of the receipts and expenditures for the Association to be kept specifying and itemizing the maintenance, operating, and any other expense incurred. Such records, copies of this Declaration, the Articles and the Bylaws, and any resolutions authorizing expenditures of Association funds shall be available for examination by any Owner during normal business hours or under other reasonable circumstances.

N. Certificate of Assessment. A certificate executed and acknowledged by the treasurer or the president of the Board (or an authorized agent thereof, if neither the president nor treasurer is available) stating the indebtedness for assessment and charges or lack thereof secured by the assessments upon any Lot shall be conclusive upon the Association as to the amount of such indebtedness on the date of the certificate, in favor of all persons who rely thereon in good faith. Such a certificate shall be furnished to any Owner or any Mortgagee of a Lot within a reasonable time after request, in recordable form, at a reasonable fee. Unless otherwise prohibited by law, any Mortgagee holding a lien on a Lot may pay any unpaid assessments or charges with respect to such Lot.

O. Foreclosure of Assessment Lien; Attorney's Fees and Costs. The Board (or authorized agent), on behalf of the Association, may initiate an action to foreclose the lien of, or collect any assessment. In any action to foreclose the lien of, or otherwise collect delinquent assessments or charges, any judgment rendered in favor of the Association shall include a reasonable sum of attorneys' fees and all costs and expenses reasonably incurred in preparation for or in the prosecution of said action, in addition to all costs permitted by law. Said liens may be foreclosed in the same manner as a mortgage.

P. Cure of Default. The Board shall prepare and record a satisfaction and release of the lien for which a notice of assessment has been filed and recorded in accordance with this Article upon payment or other satisfaction of all delinquent assessments set forth in the notice and all other assessments which have become due and payable following the date of such recordation with respect to the Lot to which such notice of assessment was recorded, together with all costs, late charges and interest which have accrued thereon. A fee of Two Hundred Dollars (\$200.00) or such other amount as may from time to time be set by the Board covering the cost of preparation and recordation of the release of the lien shall be paid to the Association

prior to such action. The satisfaction and release of the lien created by the notice of assessment shall be executed by the president or treasurer of the Association or by any authorized representative of the Board. For the purpose of this paragraph, the term "costs" shall include costs and expenses actually incurred or expended by the Association in connection with the cost of preparation and recordation of the notice of assessment and any efforts to collect the delinquent assessments, including a reasonable sum for attorneys' fees and costs.

ARTICLE IX.

MAINTENANCE OF LOTS

A. Exterior Maintenance by Owner. Each Lot and Residence shall be maintained by the Owner in a neat, clean and slightly condition at all times and shall be kept free of accumulations of litter, junk, containers, vehicles, equipment, building materials, and other debris. All refuse shall be kept in sanitary containers sealed from the view of any Lot; the containers shall regularly be emptied and the contents disposed of 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 a Lot, except that a regularly tended compost device shall be permitted.

B. Vehicles. No storage of goods, vehicles, boats, trailers, trucks, campers, recreational vehicles, or any other equipment or device shall be permitted in open view from any Lot or right-of-way (Vehicles, boats, trailers, trucks, campers, and recreational vehicles shall be referred to as "Vehicles"). This provision shall not exclude temporary (less than forty-eight hours) parking of Vehicles on the driveway areas adjacent to garages on the Lots. Vehicles may be stored on a Lot if screened from view from the Street and other Lots in a manner approved by the Committee or Board. The Board may notify a Lot Owner of an improperly parked vehicle, and the Lot Owner must remove the vehicle within 48 hours of the notification. If the Lot Owner fails to remove the vehicle in that time, the Board is authorized to tow and store the vehicle at the expense of the Lot Owner. Notwithstanding the foregoing, Lot Owners who have visiting guests intending to stay in a motor home, camper or camp trailer may obtain written permission in advance from the Committee for such guests to park the Vehicle upon the Lot 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 Committee.

C. Lot Maintenance by the Association. In the event an Owner shall fail to maintain the Lot and/or the of Residence and/or the improvements situated thereon in a manner consistent with maintenance standards herein, the Association shall provide written notification to the Owner of the violation and the action required to correct the violation. If within forty-five (45) days after the date of the notice, the Owner has failed to cure the violation(s), the Association shall have the right through its agents and employees to enter upon the offending Owner's Lot and repair, maintain and restore the Lot, Residence and/or and the improvements on the Lot. The cost of such repair, maintenance or restoration shall be treated as an Assessment as provided in Article VIII.

ARTICLE X.

HOMEOWNER'S ASSOCIATION

A. Non-Profit Corporation. The Association is a non-profit corporation under the laws of the State of Washington.

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

C. Voting Rights. Owners, including the Declarant, shall be entitled to one vote for each Lot owned. When more than one person or entity owns an interest in any Lot, the vote for that Lot 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 Lot nor shall any vote be divided. The voting rights of any Owner may be suspended as provided in this Declaration, the Articles and the By-Laws of the Association.

D. Meetings. Meetings shall be conducted in the manner set forth in the By-Laws of the Association.

ARTICLE XI.

MANAGEMENT BY BOARD

A. Expiration of the Development Period. Upon expiration of the Declarant's management authority under Article IV, all administrative power and authority shall vest in a Board of three directors who need not be members of the Association. The Association, by amendment of the By-Laws, may increase the number of directors. All Board positions shall be open for election at the second annual meeting after termination of the Development Period under Article IV.

B. Terms. The terms of the Board are defined in the By-Laws.

C. Powers of the Board. All powers of the Board must be exercised in accord with the Articles and By-Laws of the Association. The Board, for the benefit of all the Properties and the Lot Owners, shall enforce the provisions of this Declaration and the By-Laws. In addition to the duties and powers imposed by the By-Laws 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.

1. Insurance. Obtain policies of general liability insurance.
2. Legal and Accounting Services. Obtain legal and accounting services if necessary to the administration of Association affairs, administration of the Common Maintenance Areas and Easements, or the enforcement of this Declaration.
3. Maintenance. Pay all costs of maintaining the Common Maintenance Areas and Easements.
4. Maintenance of Lots. If necessary, as provided in Article IX, maintain or repair any Lot or Structure thereon if such maintenance is reasonably necessary in the judgment of the Board to (1) protect Common Maintenance Areas and Easements or (2) to preserve the appearance and value of the Properties or Lots.
5. Discharge of Liens. 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 or against the Common Areas 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 attorney's fees and costs of title search incurred by the Board by reasons of such lien or liens. Such fees and costs shall be assessed against the Owner or Owners and the Lot responsible to the extent of their responsibility.
6. Utilities. Contract with utility providers for construction, installation, repair and maintenance of utility services and pay all utility charges attributable to Common Maintenance Areas and Easements.
7. Security. Pay all costs deemed appropriate by the Board to ensure adequate security for the Lots and Common Areas constituting the residential community created on the Properties.
8. Right to Contract. Contract for all goods, services, maintenance, and capital improvements for the development.
9. Improvement of Common Maintenance Areas. Improve the Common Maintenance Areas with capital improvements to such Common Maintenance Areas; provided that for those capital improvements exceeding \$10,000.00, sixty percent (60%) of the Owners must approve such capital improvements to the Common Maintenance Areas.
10. Right of Entry upon Lot. Enter any Lot in the manner and for the purposes provided herein.

11. Promulgation of Rules. Adopt and publish rules and regulations governing the members and their guests and establish penalties for any infraction thereof.

12. Declaration of Vacancies. Declare the office of a member of the Board to be vacant in the event that a member of the Board is absent from three consecutive regular meetings of the Board.

13. Employment of Manager. Employ a manager, an independent contractor, or such other employees as the Board deems necessary and describe the duties of such employees.

14. Payment for Goods and Services. Pay for all goods and services required for the proper functioning of the Common Maintenance Areas and/or Easements.

15. Impose Assessments. Impose annual and special assessments.

16. Bank Account. Open a bank account on behalf of the Association and designate the signatories required.

17. Exercise of Powers, Duties and Authority. 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 By-Laws, Articles of Incorporation, or this Declaration. The Board shall have all powers and authority permitted to it under this Declaration and the By-Laws. 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

A. Residential Use Only. All Lots within the Properties shall be used solely for private single family residential purposes and no part of the Properties shall ever be used or caused to be used or allowed or authorized in any way, directly or indirectly, for any business, commercial, manufacturing, mercantile, storage, vending or other such non-residential purposes, except as follows:

1. Declarant, its successor or assigns, may use any portion of the Properties for a model home site and/or display a sales office during the construction and/or sale period; and

2. Incidental use of a Residence by a licensed professional for his or her non-primary work place is permitted if there is no outward appearance of a business at the dwelling and the use complies with all local, state and federal laws.

B. Single Family Residence Requirements.

1. One single family Residence may be constructed on one Lot. No Residence shall be constructed which exceeds three stories in height, inclusive of basement. Each Residence must have a garage for not less than three (3) cars. No Residence or Home shall be altered to provide Residence for more than one family. No structure placed on the Lot, other than the Home or Residence may be used for residential purposes.

2. Ranch type Residences (Residences consisting of a basement and one story or Residences consisting of a single story) shall contain a minimum of 1,700 square feet. Two story Residences (Residences consisting of a basement and two stories or Residences consisting of two stories) shall contain a minimum of 2,200 square feet on the top two floors. In computing the total square footage of a Residence, the basement and/or garage shall not be included.

C. Quiet Enjoyment. No Lot shall be used in a fashion which unreasonably interferes with the other Owners right to use and enjoy their respective Lots or Common Areas. The Board, the Committee designated by it, or the Declarant during the Development Period, shall determine whether any given use of a Lot unreasonably interferes with those rights; such determinations shall be conclusive.

D. Nuisances. No noxious or offensive activity shall be conducted on any Lot or Common Area 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 Lots. No activity or condition shall be conducted or maintained on any part of the Lots which detracts from the value of the Property as a residential community. No untidy or unsightly condition shall be maintained on any Lot. Untidy conditions shall include, but are not limited to, publicly visible storage of wood, boats, trailers, recreational vehicles and disabled vehicles of any kind whatsoever.

E. Fences. Fences, walls or shrubs are permitted to delineate the Lot lines of each Lot, subject to (1) the approval of the Committee and (2) determination by the Committee whether such fences, walls or shrubs would interfere with utility easements, storm water or drainage easements and any other easements affecting a Lot. Fences may not extend beyond the back line of a Home. No barbed wire or corrugated fiberglass fences shall be erected on any Lot. Vinyl coated chain link fences will be permitted (galvanized chain link will not be permitted), provided that the color and quality are approved in writing by the Committee. All fences, if paintable or stainable, shall be stained or painted within ninety (90) days of installation. All fences, including the color and materials, whether open or solid, are to meet the standards set by

the Committee and must be approved by the Committee in writing prior to construction or installation.

F. Temporary Structures/Vehicles. No structure of a temporary character or trailer, recreational vehicle, basement, tent, shack, garage, barn, or other out buildings shall be used on any Lot 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.

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

H. Building Setbacks. The minimum front and side yard setbacks requirement for all Residences shall comply with all applicable ordinances of Spokane County. No dwelling shall be located on any Lot nearer than thirty (30) feet to the rear Lot line. For the purpose of this Declaration, eaves, steps, chimney 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 Lot to encroach upon another Lot or upon any easement indicated on the face of the Plat or as otherwise recorded or upon Common Maintenance Areas or Easements.

I. Signs. No signs, billboards, or other advertising structure or device shall be displayed to the public view on any Lot except one sign not to exceed five (5) square feet in area may be placed on a Lot 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 Lots. Within five (5) days of the occurrence of the election, such signs must be removed from Lots. The Board may cause any sign placed on any Lot in violation of this provision to be removed and destroyed with the cost thereof to be assessed to that Lot Owner.

J. Landscaping. Within eight (8) months after commencement of construction of a Residence, all of the Lot must be landscaped to a finished degree. No "natural" or un-landscaped areas are allowed. Acceptable low maintenance landscaping such as low maintenance grasses, gravel, bark or rock beds or hard-scapes approved by the architectural control committee may be allowed.

K. Delegation of Use and Responsibilities. An Owner may delegate the right of enjoyment of Common Maintenance Areas to members of Owner's family, tenants, or contract purchasers residing on the property. In the event an Owner rents or leases the Residence, 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.

L. Accessory Structures. Accessory Structures shall not be permitted without prior approval of the Committee. Any such accessory Structure shall only be placed within the rear or interior side yard of the Lot and shall be constructed in design and material consistent with the architecture, materials, exterior appearance and color scheme of the primary Residence on the Lot. Any approved ancillary Structure may be required to be reduced in size, screened from view from neighboring lots or private roads by appropriate landscaping or other mechanisms, or otherwise be conditioned so as to minimize the visual and aesthetic impact created by such buildings from entryways to the property and from other building lots. No accessory structure shall be constructed in a location that blocks or significantly diminishes the primary view of any adjacent existing primary Residence.

M. Driveways. Driveways to the main Residence shall be of a hard surface construction type such as cement, asphalt or pavers. Access drives to accessory structures or the rear of the Lot can be constructed with a gravel product. No dirt or bare ground access or drive is allowed.

N. Obstructing views. Every effort should be made by the Lot Owner to ensure that the placement or position of the primary Residence and/or accessory structure does not significantly block or diminish the primary view corridors other Lots.

O. Animals. Keeping or raising of farm animals or poultry is prohibited. No more than four (4) domestic pet animals may be kept at one time, except that a litter of young may be kept until eight (8) weeks old. All dogs and cats or household pets kept on these premises shall be fed and cared for and shall be adequately fenced and controlled so as not to annoy or trespass upon the property of others. Dogs and cats shall not be allowed to run at large. All Owners shall comply with all local ordinances pertaining to domestic pets.

ARTICLE XIII.

BUILDING RESTRICTIONS

A. Materials. All Homes constructed on each Lot shall be built of new materials including any landscape timbers. The Committee will consider whether the material harmonizes with the aesthetic character of the Moonrise Ridge Short Plat development and whether the material would add to the attractive development of the subdivision. All roofs, including the colors and materials, are to meet the standards set by the Committee. All siding and trim are to be of products approved by the Committee. All visible masonry shall be stone, brick or stucco type finishes, with the color thereof to be approved in writing by the Committee prior to construction. All exterior paint colors shall be approved in writing by the Committee prior to installation. All Homes constructed on each lot shall have some degree of architectural stone or brick on its front elevation as determined and approved by the Committee.

If inferior materials are utilized, the Committee will require that such materials be replaced. 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.

B. Construction Clean Up. The construction area shall be kept reasonably clean during the construction period. At all times during construction of a Home or other Structure on a Lot, the Lot Owner shall promptly remove construction debris from the lot within fourteen (14) days of completion of that aspect of construction. For example, when framing is completed, the framing debris shall be removed within 14 days of completion of framing. In the event that any Lot Owner, or agent thereof, shall fail to comply with this section, the Board may remove the debris and the Lot Owner shall be responsible for all costs incurred to remove said debris, including all legal fees incurred to collect said amounts. The cost of removal shall be an Assessment as provided in Article VIII. At no time shall any Lot Owner or agent thereof cause any construction debris to be placed on any other Owner's Lot.

C. Permits. No construction or exterior addition or change or alteration of any Structure may be started on any Lot without the Owner first obtaining a building permit and other necessary permits from the proper local governmental authority and written approval of all construction and landscaping plans from the Committee. Prior to the commencement of any construction of any kind, the Lot Owner must first obtain Committee approval of the proposed plans.

D. Codes. All construction shall comply with all applicable ordinances and regulations of Spokane County and any applicable state or federal rules, laws or statutes.

E. Time of Completion. The exterior of any structure, including painting or other suitable finish and all landscaping, shall be completed within eight (8) months of the commencement of construction. Construction of the primary Residence shall begin within six (6) months of closing of the purchase of the Lot.

F. Entry for Inspection. Any agent, officer or member of the Board or Committee, may, at any reasonable time, upon twenty-four (24) hour notice during 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 Lots for the purpose of making and carrying out such inspections.

ARTICLE XIV.

UTILITIES

A. Wiring. The wiring of accessory buildings of any kind shall be underground.

B. Antennae. Radio or television antennae, transmitters or parabolic reflectors (satellite dish antennae) shall not be permitted unless the Committee approves use thereof in writing, prior to installation thereof. In developing the Antennae policy, the Committee may take into account changes in the technology then present, and the overall needs and desires of the homeowners in the subdivision. The decision of the Committee shall be final and binding and it shall state its policy in writing so there will be equal treatment. It is the intent of this section to prohibit exterior types of antennae of today's technology in all but the most unobtrusive styles, so as to prevent unsightly outward appearances, yet acknowledging that new technology may be created to minimize unsightliness of exterior antennae. The Committee may take into consideration that cable television will be available in this subdivision and homeowners are encouraged utilize this service rather than erect their own unsightly reception devices.

C. Street Lights. The Declarant, Association and/or utility company may install the necessary street lights on the property. The cost of maintenance, repair and usage of the street lights shall be the responsibility of the Association, and said costs shall be included in the determination of the annual assessment, or shall be billed directly by the utility providers to each Lot Owner.

ARTICLE XV.

ARCHITECTURAL CONTROL

A. Architectural Control Committee ("Committee"). Upon termination of the Development Period, the Board shall appoint a Committee. The Committee shall consist of not less than three (3) and not more than five (5) members. It is not a requirement that members of the Committee be Owners or members of the Association.

B. Development Period. During the Development Period, the Declarant may elect to exercise and perform the functions of the Committee. While Declarant is performing this function, any reference to Committee throughout this Declaration shall refer to and apply to Declarant. If the Declarant elects not to perform this function, or any time elects to no longer perform this function, the Declarant or the Board shall appoint the Committee to function as herein provided. After termination of the Development Period, the functions of the Committee shall be performed by the Board until such time as the Board shall appoint and designate the Committee. The Committee shall be appointed within one (1) month of the appointment of the Board following the termination of the Development Period.

C. Jurisdiction and Purpose. The Committee shall review proposed plans, plot plans and specifications for Residences, accessory Structures (e.g., garden sheds, shops, tool sheds, doll houses, and playground equipment), and landscaping fences, landscaping walls, appurtenant recreational facilities (e.g., hot tubs, spas, basketball courts, basketball hoops, tennis courts, swimming pools, and bath houses), or other exterior structures to be placed upon the Properties. No exterior addition or structural alteration may be made 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 Committee. The Committee shall also review proposals to change the exterior color of Homes in the Plat. The Committee shall determine whether the exterior design and location of the proposed structure, alteration, or color change harmonizes with the (1) surrounding structures, (2) surrounding natural and built environment, and (3) aesthetic character of other Homes in the Plat.

1. The purpose of this section is to insure a well-coordinated blending of brick, trees, shrubs, grass, etc., to obtain an attractive street and curb appeal for the entire development.

2. All front and rear yard landscaping must be completed according to landscape plan approved by the Committee within eight (8) months completion of construction of the Residence. In the event landscaping is not completed, the Association, at its sole discretion, may enter the Lot and complete the landscaping and charge the Lot Owner for the cost of any work and/or materials performed or supplied as provided in Article VIII.

D. Membership. The Committee shall be selected by the Board. An election to fill either a newly created position on the Committee or a vacancy on the Committee requires the vote of the majority of the entire Board. However, the Board is not obliged to fill a vacancy on the Committee unless the membership of the Committee numbers less than three (3) persons, except during the time the Declarant functions as the Board and/or Committee.

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

F. Donation of Time. No member of the Committee shall be entitled to any compensation for services performed on behalf of the Committee. Committee members and Association officers and Board members (including the Declarant during the Development Period) shall have no financial liability resulting from such Committee or Board actions within the scope of their authority.

G. Address of the Committee. The address of the Committee shall be at the registered office address of the Association.

H. Voting. Committee decisions shall be determined by a majority vote by the members of the Committee.

I. Submission of Plans. Prior to any construction or alteration of any kind, all building, alteration and landscaping plans and specifications shall be submitted in duplicate by mail to the address of the Committee. The written submission shall contain the name and

address of the Owner submitting the plans and specifications, identify the Lot involved, and the following information about the proposed construction:

1. The location of all Structures upon the Lot and description of all work to be performed;
2. The elevation of the Structures with reference to the existing and finished Lot grade, as well as curb;
3. Plot Plan showing location of the Structures, Structure sizes and setbacks from the lot boundaries;
4. The Structure design;
5. The interior layout;
6. The exterior finish materials and color, including roof materials;
7. The landscape plan; and
8. Other information which may be required in order to determine whether the Structure and all improvements conform to the standards articulated in this Declaration and the standards employed by the Committee in evaluating development proposals.

J. Landscaping Plans and Requirements. In addition to all other provisions regarding landscaping on individual lots herein, the following provisions shall apply:

1. The builder and/or Owner shall submit landscaping plans to the Committee which provide all the details of the landscaping contemplated.
2. All landscaping plans shall contain the following information:
 - a. Drawing showing location of landscaping, and type and sizes of plants and materials to be completed for the front and side yards.
 - b. Description of all materials and plants to be used, with enough detail to adequately demonstrate that the intended landscaping to be installed is in conformance with the minimum standards set forth by the Committee. Each lot shall conform to the Landscape Standards established by the Committee.
 - c. Drawing showing the design, style and finished grade of all Landscaping and Hardscaping.

3. In reviewing the landscaping plans, the Committee shall reasonably attempt to insure that the requested approval for landscaping and materials is consistent with the quantity and attractiveness of landscaping and materials generally in similar type housing developments.

4. The Committee is authorized, but not required, to establish certain minimum criteria for approval of landscaping and hardscaping plans if desired, but it is a fundamental requirement that "Landscaping", as used hereinabove, shall apply to and require more than just grass and a sprinkler system, and shall require usage of shrubbery, trees, bark, rock and other similar materials commonly used in above average residential landscaping. "Hardscaping" shall apply to and shall include brick planters, driveways and driving surfaces. The term "landscaping" as used hereinafter shall include "hardscaping" unless stated to the contrary.

K. Evaluating Development Proposals. The Committee shall have the authority to establish aesthetic standards for evaluating development proposals. In addition to such standards, in evaluating development proposals, the Committee shall determine whether the external design, color, building materials, appearance, height, configuration, and landscaping of the proposed structure harmonize with: (1) the various features of the natural and built environment; (2) the aesthetic character of the other Homes in MOONRISE RIDGE SHORT PLAT; and (3) any other factors which affect the desirability or suitability of a proposed structure or alteration. The Committee shall decline to approve any design which: (1) fails to meet the above recited standards and any other aesthetic standards promulgated the Committee; (2) impacts adversely on nearby Properties and Common Maintenance Areas; (3) in the opinion of the Committee, substantially impairs the view of nearby Properties; or (4) is of a temporary or non-permanent nature.

L. Plan Review Procedures. All building plans, including landscaping plans, must be approved by the Committee prior to commencement of construction of any Residence, Structure, landscaping, improvements and/or alterations of any kind. Within twenty (20) days after the receipt of plans and specifications, the Committee shall approve or disapprove the proposed plans. The Committee 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 Committee shall indicate its 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. In the event that no disapproval of such plans and specifications is given within twenty (20) days of receipt, the plans and specifications shall be deemed to be approved by the Committee and construction pursuant to the plans and specifications may be commenced.

M. Compliance with Codes. In all cases, ultimate responsibility for satisfying all local building codes and requirements rests with the Owner and contractor employed by the Owner. The Committee has no responsibility for ensuring that plans and specifications which it reviews comply with local building codes and requirements. The Committee shall be held

harmless in the event that a structure which it authorizes fails to comply with relevant building and zoning requirements. The Committee or anyone acting on behalf of the Committee shall be responsible for any defect in any plans or specifications which are approved by the Committee nor shall any member of the Committee or any person acting on behalf of the Committee be responsible for any defect in a structure which was built pursuant to plans and specifications approved by the Committee.

N. Variation. The Committee shall have the authority to approve plans and specifications which do not conform to these restrictions in order to: (1) overcome practical difficulties; or (2) 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, in the Committee's sole opinion: (1) detrimentally impact on the overall appearance of the development; (2) impair the attractive development of the subdivision; or (3) adversely affect the character of nearby Lots or Common Maintenance Areas. Granting such a variation shall not constitute a waiver of the restrictions articulated in this Declaration. Variation shall only be granted if the Committee determines that the variation would further the purposes and intent of these restrictions. Variations shall only be granted in extraordinary circumstances, and at the discretion of the Committee.

ARTICLE XVI.

COMPLIANCE WITH DECLARATIONS

A. Enforcement.

1. Compliance of Owner. Each Owner shall comply strictly with the provisions of the Declaration and with the Bylaws and administrative rules and regulations adopted by the Association (as the same may be amended from time to time). Failure to comply shall be grounds for an action to recover sums due for damages, or injunctive relief, or both, maintainable by the Board (acting through its officers on behalf of the Association and the Owners), or by an aggrieved Owner on his own against the Owner failing to comply with these Declarations.

2. Compliance of Lessee. Each Owner who shall rent or lease a Home shall insure that the lease or rental agreement will be in writing and subject to the terms of this Declaration, Articles of Incorporation and Bylaws. Said agreement shall further provide that failure to any lessee to comply with the provisions of said documents shall be a default under the lease.

3. Attorneys' Fees. In any action to enforce the provisions of this Declaration, the Articles and/or the Bylaws, the prevailing party in such legal action shall be entitled to an award for reasonable attorneys' fees and all costs and expenses

reasonably incurred in preparation for or prosecution of said action, in addition to taxable costs permitted by law.

B. No Waiver of Strict Performance. The failure of the Association, the Board, Declarant or Declarant's managing agent, as applicable, in any one or more instances to insist upon or enforce the strict performance of any of the terms, covenants, conditions or restrictions of the Declaration, or of any Articles of Incorporation, Bylaws or administrative rules or regulations, shall not be construed as a waiver or a relinquishment for the future enforcement of such term, covenant, condition or restriction, but such term, covenant, condition or restriction shall remain in full force and effect. No waiver by the Board of any provision hereof shall be deemed to have been made unless expressed in writing and signed by the Board.

C. Right of Entry. Violation of any of the provisions hereof shall give to Declarant, its successors, or the Association, the right to enter upon the Lot as to which such violation exists and to abate, correct and remove, at the expense of the Owner thereof, any erection, thing or condition that may be or exists thereon contrary to the provisions hereof. Such entry shall be made only after twenty-four (24) hours' notice to said Owner and with as little inconvenience to the Owner as possible, and any damage caused thereby shall be repaired by the Association. Declarant, its successors, or the Association shall not be deemed guilty of any manner of trespass by such entry, abatement or removal.

D. Remedies Cumulative. The remedies provided are cumulative, and the Board may pursue them concurrently, as well as any other remedies which may be available under law although not expressed herein. All expenses incurred by the Association to remedy a violation shall become an Assessment as provided in Article VIII.

ARTICLE XVII.

MORTGAGEE PROTECTION

A. Priority of Mortgages. Notwithstanding all other provisions hereof, the liens created under this Declaration upon any Lot for assessments shall be subject to tax liens on the Lot in favor of Spokane County and/or a local assessing district and shall be subject to the rights of a secured party in the case of any indebtedness secured by first lien Mortgage or Deed of Trust which were made in good faith and for value upon the Lot. Where the Mortgagee of a Lot, or other purchaser of a Lot, obtains possession of a Lot as a result of Mortgage foreclosure or deed in lieu thereof, such possessor and its successors and assigns, shall not be liable for the share of any assessment by the Association chargeable to such Lot which becomes due prior to such possession, but will be liable for any assessment accruing after such possession. For the purpose of this section, the terms "mortgage" and "mortgagee" shall not mean a real estate contract or the vendor, or the designee of a vendor thereunder, or a mortgage or deed of trust (or mortgagee or

beneficiary thereunder) securing a deferred purchase price balance owed with respect to a sale by an individual Lot Owner other than Declarant.

B. Effect of Declaration Amendments. No amendment of this Declaration shall be effective to modify, change, limit or alter the rights expressly conferred upon Mortgagees in this instrument with respect to any unsatisfied mortgage duly recorded unless the holder of such mortgage consents to the amendment in writing. Any provision of this Article conferring rights upon Mortgagees which is inconsistent with any other provision of the Declaration shall control over such other inconsistent provisions.

C. Right of Lien Holder. A breach of any of the provisions, conditions, restrictions, covenants, easements or reservations herein contained shall not effect or impair the lien or charge of any bona fide Mortgage made in good faith and for value on any Home; provided, however, that any subsequent Owner of the Lot shall be bound by these provisions whether such Owners title was acquired by foreclosure or trustee's sale or otherwise.

D. Copies of Notices. If requested in writing by a first Mortgagee of any Lot, the Association shall provide to such first Mortgagee a copy of any notice provided hereunder to the Owner/mortgagor of a Lot.

E. Furnishing of Documents. The Association shall make available to prospective purchasers, Mortgagees, insurers, and guarantors, at their request, current copies of the Declaration, Bylaws, and other rules governing the Project, and the most recent balance sheet and income/expense statement for the Association, if any has been prepared.

ARTICLE XVIII.

GENERAL PROVISIONS

A. Covenants Running with the Land. 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 sixty percent (60%) of the individuals then owning Lots has been recorded which reflects their intent to amend the covenants in whole or in part.

B. Amendment. This Declaration and the By-Laws may be amended during the initial thirty (30) year period if sixty percent (60%) of the members vote to amend particular provisions of either instrument. However, this Declaration may only be amended during the Development Period by an instrument signed by the Declarant. After the Development Period, 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 Spokane County Auditor.

C. Successors and Assigns. The covenants, terms and conditions of this Declaration shall run with the land and shall accordingly be binding on and inure to the benefit of the Association, Lot Owners and all successors and assigns thereof.

D. Severability. The invalidity of any one or more provisions or sections hereof shall not affect the remaining portions of this Declaration or any part thereof. With the exception of the portion determined invalid, the remaining portions of this Declaration shall be fully enforceable.

IN WITNESS WHEREOF the undersigned Owners and Declarant herein have hereunto set their hands this 16th day of April, 2015.

OWNERS:

DECLARANT:

Joseph D. Jarvis
JOSEPH D. JARVIS
Rebecca A. Jarvis
REBECCA A. JARVIS

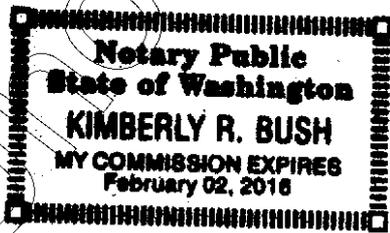
Joseph D. Jarvis
JOSEPH D. JARVIS

STATE OF WASHINGTON)

County of Spokane) :SS

I certify that I know or have satisfactory evidence that JOSEPH D. JARVIS is the person who appeared before me, and said person acknowledged that he signed this instrument and acknowledged it to be his free and voluntary act for the uses and purposes mentioned in the instrument.

Dated: April 16th, 2015.



Kimberly R. Bush
Notary Public in and for the State
of Washington, residing at Spokane

My Appointment Expires: 2-2-16

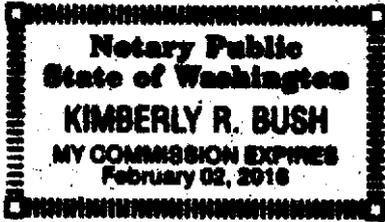
STATE OF WASHINGTON)

:SS

County of Spokane)

I certify that I know or have satisfactory evidence that REBECCA A. JARVIS is the person who appeared before me, and said person acknowledged that she signed this instrument and acknowledged it to be her free and voluntary act for the uses and purposes mentioned in the instrument.

Dated: April 16th, 2015.



Kimberly R. Bush
Notary Public in and for the State
of Washington, residing at Spokane

My Appointment Expires: 2-2-16

ddg/moon5573.org/Declarations of Covenants Conditions – Moonrise Ridge 4-15-15

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EXHIBIT A

THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 30, TOWNSHIP 25 NORTH, RANGE 45 EAST OF THE WILLAMETTE MERIDIAN;

TOGETHER WITH AN EASEMENT FOR INGRESS AND EGRESS OVER AND ACROSS THE SOUTH 30 FEET OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER, AND THE NORTH 30 FEET OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 30;

EXCEPT THAT PORTION OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 30, TOWNSHIP 25 NORTH, RANGE 45 EAST OF THE WILLAMETTE MERIDIAN DESCRIBED AS FOLLOWS:

BEGINNING IN THE NORTHWEST CORNER OF SAID SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 30; THENCE SOUTH $00^{\circ}32'35''$ WEST, ALONG THE WEST LINE OF SAID SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 30, 851.83 FEET TO THE NORTHERLY LINE OF THE PRELIMINARY P.U.D. PLAT AND SITE PLAT OF MORNINGSIDE HEIGHTS; THENCE SOUTH $61^{\circ}38'35''$ EAST, ALONG SAID NORTHERLY LINE, 201.19 FEET TO THE EAST LINE OF SAID PRELIMINARY PLAT; THENCE SOUTH $03^{\circ}06'32''$ WEST ALONG SAID EAST LINE 34.62 FEET TO THE CENTERLINE OF FUTURE CHAPMAN ROAD AND THE BEGINNING OF A CURVE TO THE LEFT THE RADIUS OF WHICH BEARS NORTH $02^{\circ}33'09''$ WEST, DISTANCE OF 480.00 FEET; THENCE ALONG SAID CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF $91^{\circ}18'53''$ AN ARC DISTANCE OF 765.00 FEET; THENCE NORTH $03^{\circ}52'02''$ WEST, 465.28 FEET TO THE NORTH LINE OF SAID SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 30; THENCE NORTH $89^{\circ}26'24''$ WEST, ALONG SAID NORTH LINE, 593.27 FEET TO THE POINT OF BEGINNING;

ALSO EXCEPT A PORTION OF SAID SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 30, TOWNSHIP 25 NORTH, RANGE 45 EAST OF THE WILLAMETTE MERIDIAN DESCRIBED AS FOLLOWS;

BEGINNING AT THE SOUTHWEST CORNER OF SAID NORTHEAST QUARTER; THENCE SOUTH $89^{\circ}12'21''$ EAST ALONG THE SOUTH LINE OF SAID NORTHEAST QUARTER 162.09 FEET; THENCE NORTH $03^{\circ}06'32''$ EAST 376.54 FEET; THENCE NORTH $61^{\circ}38'35''$ WEST 201.18 FEET TO THE WEST LINE OF SAID NORTHEAST QUARTER; THENCE SOUTH $0^{\circ}32'35''$ WEST, ALONG SAID WEST LINE 469.32 FEET TO THE POINT OF BEGINNING;

AND EXCEPT THAT PORTION OF SAID SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 30, TOWNSHIP 25 NORTH, RANGE 45 EAST OF THE WILLAMETTE MERIDIAN DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID NORTHEAST QUARTER OF SAID SECTION 30; THENCE SOUTH $89^{\circ}12'21''$ EAST ALONG THE SOUTH LINE OF SAID NORTHEAST QUARTER 161.09 FEET TO THE

TRUE POINT OF BEGINNING; THENCE CONTINUE SOUTH $89^{\circ}12'21''$ EAST ALONG SAID SOUTH LINE 272.87 FEET; THENCE NORTH $48^{\circ}52'06''$ WEST 227.94 FEET; THENCE NORTH $22^{\circ}16'49''$ WEST 179.89 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT, THE RADIUS OF WHICH BEARS NORTH $04^{\circ}40'22''$ WEST, A DISTANCE OF 500.00 FEET; THENCE ALONG SAID CURVE TO THE RIGHT THROUGH A CENTRAL

ANGLE OF $01^{\circ}50'29''$, AN ARC DISTANCE OF 16.07 FEET; THENCE SOUTH $03^{\circ}06'32''$ WEST, 312.02 FEET TO THE POINT OF BEGINNING.

SITUATE IN THE COUNTY OF SPOKANE, STATE OF WASHINGTON.

EXCEPT A 22.50 FOOT WIDE PUBLIC ROAD/UTILITY RIGHT OF WAY FOR FUTURE CHAPMAN ROAD EXTENSION OVER UNDER AND ACROSS A PORTION OF THE S.W. 1/4 OF THE N.E. 1/4 DESCRIBED AS FOLLOWS:

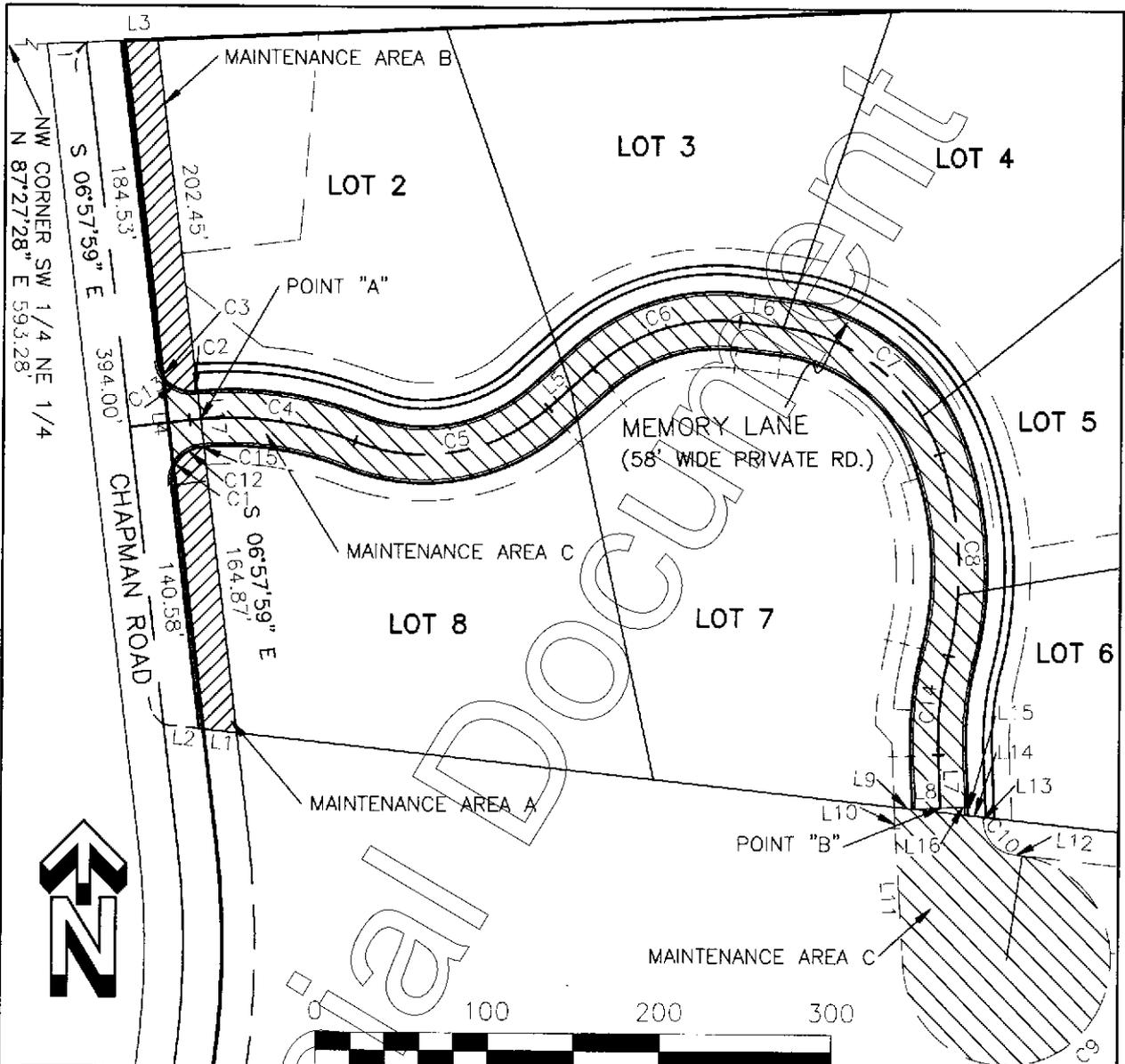
COMMENCING AT THE NORTHWEST CORNER OF SAID S.W. 1/4 OF THE N.E. 1/4 OF SECTION 30; THENCE $S.00^{\circ}32'35''W.$, ALONG THE WEST LINE OF SAID S.W. 1/4 OF THE N.E. 1/4 OF SECTION 30, 1004.35 FEET; THENCE $S.89^{\circ}46'43''E.$, 153.30 FEET TO THE BEGINNING OF A CURVE TO THE LEFT, THE RADIUS OF WHICH BEARS $N.00^{\circ}13'17''W.$, A DISTANCE OF 502.50 FEET; THENCE ALONG SAID CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF $02^{\circ}31'10''$, AN ARC DISTANCE OF 22.10 FEET TO THE POINT OF BEGINNING OF THIS BORDER EASEMENT DESCRIPTION AND THE BEGINNING OF A CURVE TO THE LEFT, THE RADIUS OF WHICH BEARS $N.02^{\circ}17'54''W.$,

A DISTANCE OF 502.50 FEET; THENCE ALONG SAID CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF $91^{\circ}34'09''$, AN ARC DISTANCE OF 803.09 FEET; THENCE $N.03^{\circ}52'02''W.$, 463.54 FEET; THENCE TO THE NORTH LINE OF THE S.W. 1/4 OF THE N.E. 1/4 OF SAID SECTION 30; THENCE $N.89^{\circ}26'24''W.$, ALONG SAID NORTH LINE 22.57 FEET; THENCE $S.03^{\circ}52'02''E.$, 465.28 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT, THE RADIUS OF WHICH BEARS $S.86^{\circ}07'58''W.$, A DISTANCE OF 480.00 FEET; THENCE ALONG SAID CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF $91^{\circ}18'53''$, AN ARC DISTANCE OF 765.00 FEET; THENCE $S.03^{\circ}06'32''W.$, 22.61 FEET

TO THE POINT OF BEGINNING OF THIS RIGHT OF WAY DESCRIPTION.

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EXHIBIT B



	Bearing	Distance	Curve	Radius	Arc Length	Delta Angle
L1	N 84°00'22" W	21.55'	CURVE	RADIUS	ARC LENGTH	DELTA ANGLE
L2	S 84°00'22" E	21.04'	C1	19.50'	32.14'	94°24'27"
L3	N 87°27'28" E	21.06'	C2	216.50'	1.91'	0°30'18"
L4	N 06°57'59" W	54.82'	C3	19.50'	30.22'	88°48'10"
L5	N 48°35'09" E	34.68'	C4	200.00'	91.25'	26°08'31"
L6	S 83°30'58" E	25.63'	C5	110.00'	119.86'	62°25'56"
L7	S 02°30'48" E	30.45'	C6	110.00'	91.96'	47°53'53"
L8	S 87°29'12" W	16.00'	C7	110.00'	122.40'	63°45'13"
L9	N 84°00'22" W	10.62'	C8	200.00'	117.58'	33°41'00"
L10	S 02°30'48" E	12.21'	C9	60.50'	272.48'	258°02'56"
L11	S 03°36'30" E	79.07'	C10	20.00'	28.45'	81°29'34"
L12	N 84°08'22" E	4.91'	C12	20.00'	22.31'	65°32'45"
L13	N 02°30'48" W	2.49'	C12	19.50'	23.22'	68°13'22"
L14	N 84°00'22" W	8.59'	C13	19.50'	21.31'	62°37'33"
L15	S 02°30'48" E	4.86'				
L16	N 87°29'12" E	16.50'				
L17	S 06°57'54" E	33.03'				
C14	200.00'	57.37'				1°26'03"
C15	183.50'	0.91'				0°17'08"

EXHIBIT "A"

MAINTENANCE AREAS A THROUGH C
 SW 1/4 NE 1/4 SECTION 30, T. 25 NORTH, R. 45 E. W.M.,
 SPOKANE COUNTY, WASHINGTON

RFK LAND SURVEYING 1420 W. GARLAND AVE. 509-324-7861

