



DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS
OF PLAT NO. PN-1956-05

This Declaration of Covenants, Conditions, and Restrictions, made in the date hereinafter set forth by T.J.L Land Company, a Washington Corporation (hereinafter referred to as "Declarant")

WITNESSETH:

WHEREAS, Declarant is the owner of certain property in the County of Spokane, State of Washington, legally described as follows:

Lot 9 of MOODY'S SUBDIVISION of the NE 1/4 of Section 34, T. 27 N., R. 43 E.W.M. as per plat thereof recorded in Volume "M" of Plats, Page 2;

Situate in the County of Spokane, State of Washington.

which property Declarant is platting as MOUNT VIEW ESTATES under no. PN-1956-05

hereinafter referred to as the "Development", and

WHEREAS, Declarant has subdivided the Development into separate lots and has constructed or will construct thereon drainage swales and private roads as delineated on the face of the Plat of MOUNT VIEW ESTATES plat no. PN-1956-05 and, thereafter the lots will be sold to the general public (or builders) for the construction of residential dwellings establishing a residential community, and

WHEREAS, each owner shall receive fee or equitable title to an individual lot (with the right and obligation to construct a Dwelling thereon) and a membership in the Mount View Estates of Spokane Homeowners Association, which shall be a Washington nonprofit corporation and which have certain administrative and maintenance responsibilities in the Development, and

WHEREAS, Declarant intends by this document to impose upon the Development mutually beneficial restrictions under a general plan of improvement for the benefit of all said lots and the owners thereof.

NOW, THEREFORE, Declarant hereby declares that the Development shall be held, conveyed, mortgaged, encumbered, leased, rented, used, occupied, sold and improved, subject to the following declaration, limitations, covenants, conditions, and restrictions, and



T.J.L. LAND COMPANY

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easements, all of which are for the purpose of enhancing and protecting the value and attractiveness of the Development, and every part thereof, in accordance with the plan for the improvements of the property and the division thereof into a residential subdivision. All of the limitations, covenants, conditions, and restrictions, and easements shall constitute covenants which shall run with the land and shall be perpetually binding upon Declarant and its successors-in-interest and assigns, and all parties having or acquiring any rights, title, or interest in or to any part of the Development.

ARTICLE 1 DEFINITIONS

- 1.1 "Assessment" shall mean that portion of the cost of maintaining, improving, repairing, operating, and managing the Common Property which is to be paid by each Lot Owner as determined by the Association under this Declaration .
- 1.2 "Association" shall mean and refer to the Mount View Estates of Spokane Homeowners Association, a Washington nonprofit corporation, the members of which shall be owners of the lots in the Project.
- 1.3 "Board" or "Board of Directors" shall mean and refer to the governing body of the Association.
- 1.4 "Bylaws" shall mean and refer to the Bylaws of the Association as amended from time to time.
- 1.5 "Common Expenses" means and includes the actual and estimated expenses of administration of the Association, and the maintenance, repair, or replacement of those parts of the Common Property for which the Association is responsible, and any reasonable reserve for such purposes as found and determined by the Board.
- 1.6 "Common Property" shall mean and refer to the drainage swales and private roads depicted on the plat of MOUNT VIEW ESTATES plat no. PN-1956-05 together with improvements constructed thereon.
- 1.7 "Declarant" shall mean and refer to T.J.L Land Company, whose address is 12005 N. Fairwood Dr., Spokane, WA 99218, and its successors-in-interest and assigns with respect to the Development, but shall not include members of the public purchasing Lots in the Development.
- 1.8 "Declaration" shall mean and refer to this Declaration of Covenants, Conditions, and Restrictions, as it may be amended for time to time.



1.9 "Dwelling" shall mean and refer to any residential structure (and appurtenant improvements) constructed or to be constructed upon any individually owned Lot in the Development.

1.10 "Development" shall mean and refer to the entire property described above to be depicted and known as MOUNT VIEW ESTATES plat no. PN-1956-05, including all structures and improvements erected or to be erected thereon.

1.11 "Lot" shall mean and refer to a particular and separately designated parcel of land resulting from the subdivision of the Development according to the Subdivision Plat, and sold or held by sale to the members of the general public. The term Lot shall not, however, include property owned by the Association, Common Property, or dedicated streets.

1.12 "Member" shall mean and refer to a person entitled to membership in the Association as provided herein.

1.13 "Owner" or "Owners" shall mean and refer to the record owner or holder of fee or equitable title to a Lot or in the Project. This shall include any person having a fee simple title to any Lot, but shall exclude persons or entities having any interest merely as security for the performance of any obligation. Further, if a Lot is sold under a contract of sale (which contract or notice thereof is recorded), the contract purchaser, rather than the fee owner shall be considered the "Owner".

1.14 "Property" and "Properties" means and includes the real property covered by this Declaration, and all improvements erected thereon and all property, real, personal or mixed, intended for or used in connection with the Development.

ARTICLE 2
DESCRIPTION OF DEVELOPMENT, DIVISION OF PROPERTY AND
CREATION OF PROPERTY RIGHTS AND OBLIGATIONS

2.1 Description of the Development. The Development consists of the underlying Property with the residential Dwellings and all other improvements and systems located or to be located thereon, regardless of the ownership thereof, and includes all Phases annexed to the Property.

2.2 Common Property. The Common Property shall consist of the drainage swales and private roads depicted on the plat of MOUNT VIEW ESTATES plat no. PN-1956-05 together with improvements constructed thereon.

The Declarant shall construct improvements on and to the Common Property. Control of said improvements and the property on or under which said improvements are located shall remain in the Declarant until all Lots in the Development are sold. The



Association shall have the obligation to operate, maintain, restore and/or replace the Common Property and improvements. The Association shall designate an Owner or Owners who are authorized to request maintenance of the Common Property such as snow removal and repairs. The Owners of the Lots containing entry markers and/or drainage swales shall be responsible to regularly mow and water the grass on the same and maintain the grass in good condition and repair. Any Owner or person occupying a Lot shall be liable to repair or for the cost of repairing any damage to the Common Property caused by such Owner or person, their family or invitees, including contractors and suppliers.

ARTICLE 3
ASSOCIATION, ADMINISTRATION, MEMBERSHIP
AND VOTING RIGHTS

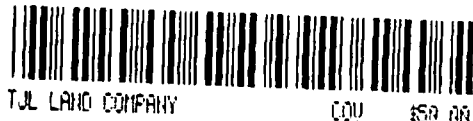
3.1 Association to Enforce Covenants. The Owners of all the Lots covenant and agree that the administration of the Development shall be in accordance with the provisions of this Declaration and the Bylaws of the Association, subject to the standards set forth in this Declaration and all the applicable laws, regulations and ordinances of any government or quasi-governmental body or agency having jurisdiction over the Development. Notwithstanding the generality of the foregoing, the primary function of the Association shall be the enforcement of the restrictions set forth in this Declaration.

3.2 Membership. The Owner of the Lot shall automatically, upon becoming an Owner, be a Member of the Association and shall remain a Member thereof until such time as his ownership ceases for any reason, at which time his membership in the Association shall automatically cease. Membership shall be in accordance with the Bylaws of the Association.

3.3 Transferred Membership. Membership in the Association shall not be transferred, pledged, or alienated in any way, except upon the transfer of ownership of the Lot to which it is appurtenant, and then only to the new Owner. Any attempt to make a prohibited transfer is void. In the event the Owner of any Lot should fail or refuse to transfer the membership registered in his name to the purchaser of his Lot, the Association shall have the right to record the transfer upon its books and thereupon the old membership outstanding in the name of the seller be null or void.

3.4 Classes of Membership. The Association shall have two (2) classes of voting membership established to the following provisions:

3.4.1 Class A Membership. Class A membership shall be that held by each Owner of the Lot other than Declarant, and each Class A Member shall be entitled to one (1) vote for each Lot owned upon expiration of Class B Membership. If a Lot is owned by more than one (1) person, each person shall be a Member of the Association, but there shall be not more than one (1) vote for each Lot.



3.4.2 Class B Membership. Class B Membership shall be that held by the Declarant (or its successors-in-interest) who shall be entitled to three (3) votes for each Lot owned by the Declarant; provided that Class B Membership shall be converted to a Class A Membership and shall forever cease to exist on the occurrence of whichever of the following is first in time.

3.4.2.1 When the last lot is sold by the Declarant. Once Class B Membership is converted, it shall forever cease to exist; or

3.4.2.2 On the tenth (10th) anniversary of the recordation of this Declaration.

3.5 Voting Requirements. Except where otherwise expressly provided in this Declaration or the Bylaws, any action by the Association which must have the approval of the Association membership before being undertaken shall require the vote or written assent of the prescribed percentage of the total voting power (both classes) of the Association.

3.6 Commencement of Voting Rights. Voting rights attributable to any Lot in a Phase, other than the first Phase, shall not vest until that Lot shall also be subject to assessment obligations to the Association, pursuant to Article 4 below.

3.7 Membership Meetings. Regular and special meetings of the Members of the Association shall be held with the frequency, at the time and place, and in accordance with the provisions of the Bylaws of the Association.

3.8 Board of Directors. The affairs of the Association shall be managed by a Board of Directors, which shall be established, and which shall conduct regular and special meetings according to the provisions of the Bylaws of the Association. The initial Board of Directors shall be Tod J. Lasley and Timmothy P. Johnson, who shall serve a term of five (5) years commencing on the date of recording of these Covenants.

ARTICLE 4 MAINTENANCE AND ASSESSMENTS

4.1 Creation of the Lien and Personal Obligation of Assessments. The Declarant, for each Lot owned within the Development, hereby covenants, and each Owner of any Lot by acceptance of a deed or contract therefore, whether or not it shall be so expressed in such deed or contract, is deemed to covenant and agree to pay the Association: (1) general annual assessments or charges, and (2) special assessments for capital improvements and unexpected expenses, such assessments to be established and collected as provided herein and in the Bylaws of the Association. The general annual and special assessments, together with interest, costs, and actual attorney's fees, shall be a charge and a continuing lien upon the Lot against which each assessment is made, the lien to become effective upon the levy of the assessment. Each such assessment, together with interest,



costs, and actual attorney's fees, shall also be the personal obligation of the person who was the Owner of the Lot at such time when the assessment fell due.

4.2 Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the health, safety, and welfare of all the residents of the Development, and shall include as part of the general annual assessments an adequate reserve for maintenance, repairs, and replacement of the Common Property and which must be replaced on a periodic basis. Specifically, and without limiting the generality of the foregoing, the assessments shall be used to cover expenses of administering the Association, of enforcing the covenants, conditions, and restrictions of Declaration, of providing for the insurance for the Association, and of providing for the maintenance of Common Property.

4.3 General Annual Assessment. Commencing the first day of January, 2007, the general annual assessment per lot shall be One Hundred Dollars (\$100.00) per year. Each Lot's share of the first Association fiscal year shall be prorated based on the number of months remaining in that fiscal year. Thereafter, the Board shall determine and fix the amount of the general annual assessment against each Lot as least sixty (60) day in advance of the beginning of each fiscal year.

4.4 Special Assessments. In addition to the general annual assessments authorized above, the Board may levy, in any fiscal year, a special assessment applicable to that year only for the purpose of defraying, in whole part, the cost of any construction, reconstruction, repair or replacement, of a capital improvement within the Development, including fixtures and personal property related thereto, or to defray any unanticipated or underestimated general annual assessment. Special assessments may also be levied against an individual Lot and its Owner to reimburse the Association for costs incurred in bringing that Owner and his Lot into compliance with the provisions of the Declaration and the Bylaws, including attorney fees, and costs. The Association shall levy a special assessment each year, against each Lot and its Owner which abut the private road depicted in Exhibit "B", for maintenance, repair and replacement of said private road.

4.5 Allocation of Assessments. Each Lot, excluding and excepting Lots owned by Declarant, shall bear an equal share of each general annual assessment and special assessment (except for special assessments imposed against an individual Lot and its Owner under the preceding subparagraph).

4.6 Date of Commencement of Assessment; Due Dates. The general annual assessments provided for herein shall commence as to each Lot in the Development or any phase thereof on the first day of the month following closing of the sale of the first lot in the Development, but no earlier than January 1, 2007. Due dates of the assessments shall be the 1st day of January of each year unless otherwise established by the Board of Directors and set forth in an annual notice along with the amount of the general annual assessment.



4.7 Transfer of Lot by Sale or Foreclosure. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to mortgage foreclosure shall extinguish the liability for lien of such assessments as to payments which become due prior to such sale or transfer (except for liens to the mortgage). Such unpaid dues or charges shall be deemed to be common expenses collectible from all of the Lots including such mortgagee. In a voluntary conveyance of a Lot, the grantee of the same shall be jointly and severally liable with the grantor for all unpaid assessments by the Association against the latter for his share of the common expenses up to the time of the grant or conveyance, without prejudice to the grantee's right to recover from the grantor the amounts paid by the grantee therefore. However, any such grantee shall be entitled to a statement from the Association setting forth the amount of the unpaid assessments due the Association, and such grantee shall not be liable for, nor shall the Lot be conveyed be subject to a lien for, any excess of the amount set forth in the statement; provided, however, the grantee shall be eligible for any such assessment becoming due after the date of any such statement.

4.8 Enforcement of Assessments Obligations; Priorities, Discipline. If any part of any assessment is not paid and received by the Association or its designated agent within thirty (30) days after the due date, an automatic late charge of Ten Dollars (\$10.00) shall be assessed and additional Ten Dollars (\$10.00) sums shall be assessed for each month or fractions thereof from the due date until the assessment and all late charges are paid. Each assessment shall constitute a lien on each respective Lot prior and superior to all other liens except (1) all taxes, bonds, assessments, and other levies which, by law are superior thereto, and (2) the lien or charge of any mortgage or deed of trust of record made in good faith or value. Such lien, when delinquent, may be enforced by sale by the Association, its attorney, or other person authorized by this Declaration, or by law to make the sale, after failure of the Owner to pay such assessment, in accordance with the provisions of Washington law applicable to the exercise of powers of sale in deeds of trust, or by judicial foreclosure as a mortgage, or in any other manner permitted by law. The Association, acting on behalf of the Lot Owners, shall have the power to bid for the Lot at the foreclosure sale, and to acquire and hold, lease, mortgage, and convey the same. The Board may impose reasonable monetary penalties, including actual attorney's fees and costs, and may temporarily suspend the Association membership rights of a Lot Owner who is in default in payment of any assessment, after notice and hearing according to the Bylaws.

ARTICLE 5 DUTIES AND POWERS OF THE ASSOCIATION

5.1 Duties and Powers. In addition to the duties and powers enumerated in the Bylaws or elsewhere provided for herein, and without limiting the generality thereof, the Association shall:



5.1.1 Expend Association funds to maintain, repair, replace and manage all Common Property, and all property that may be acquired by the Association,

5.1.2 Enforce the provisions of this Declaration by appropriate means, including without limitation, the expenditures of funds of the Association, the employment of legal counsel, and the commencement of actions.

5.1.3 Maintain such policy or policies of insurance as are required by this Declaration or as the Board deems necessary or desirable in furthering the purposes of and protecting the interests of the Association and its Members.

5.1.4 Have the authority to employ a manager or other persons and to contract with independent contractors or managing agents to perform all or any part of the duties and responsibilities of the Association, subject to the Bylaws and restrictions imposed by any governmental or quasi-governmental body or agency having jurisdiction over the Development. Tod J. Lasley shall be the Manager for a term of five (5) years, commencing on the date of recording these Covenants.

5.1.5 Adopt reasonable rules not inconsistent with this Declaration, or the Bylaws relating to the use of particular areas within the Development, and conduct of Owners and their tenants and guests with respect to the Property and other Owners.

5.1.6 Establish one or more checking or savings accounts in the name of the Association with any bank, saving association or credit union doing business in Spokane County, Washington and designate signatories thereon.

ARTICLE 6 UTILITIES

6.1 Owners' Rights and Duties. The rights and duties of the Owners within the Development with respect to utilities shall be as follows:

6.1.1 Whenever septic, water, electric, gas, television receiving, or telephone lines or connections are located or installed within the Development, which connections, or portion thereof, is in or upon Lots owned by other than the Owner of a Lot served by said connections, the Owner of any Lots served by said connections shall have the right, and are hereby granted an easement to the full extent necessary therefor, to enter upon the Lots or to have the utility companies enter the Lots in or upon which said connections, or any portion thereof lie, to repair and generally maintain said connections as necessary.

6.1.2 Whenever sanitary sewer/septic system, water, electric, gas, television receiving, or telephone lines or connections are located or installed within the Development, which connections serve more the one Lot, the Owner of each Lot served by said



connection shall be entitled to the full use and enjoyment of such portions of said connections as service his Lot.

6.1.3 In the event of a dispute between Owners with the respect to the repair or rebuilding of said connections, or with respect to the sharing of the cost thereof, then upon written request of one such Owners addressed to the Association, the matter shall be submitted to the Board, which shall decide the dispute, and the decision of the Board shall be final and conclusive on the parties.

6.2 Sewer. The Owners, their heirs and successors, shall join and participate in any petition or resolution, the purpose of which is the formation of a utility local improvement district (ULID) pursuant to RCW, Chapter 26.94, as amended. The Owners, their heirs and successors, reserve the right to oppose or protest any assessment for any ULID established.

6.3 Easements for Utilities and Maintenance. Easements over and under the Property for installation, repair, and maintenance of sanitary sewer, water, electric, gas, and telephone lines and facilities, such as may be hereafter reasonably required to service the Property, are hereby reserved by the Declarant and its successors-in-trust and assigns, including the Association, together with the right to grant and transfer the same; provided, however, that no such reservation or grant of an easement shall unreasonably interfere with the use or occupation of any Lot by its Owners, or the construction of a Dwelling on any Lot.

ARTICLE 7 COVENANTS FOR MAINTENANCE AND CONSTRUCTION

7.1 Lots to be Kept in Good Repair. Each Owner shall keep all Lots owned by him, and all improvements thereon, in good order and repair, including, but not limited to, the seeding, watering, and mowing of all lawns, the pruning and cutting of all trees, shrubbery, and the painting (or other appropriate external care) of all buildings and other improvements, and in the case of undeveloped lots, weeding, mowing and keeping free of debris or refuse all in a manner and with such frequency as is consistent with good property management. Garage interiors must be maintained in a clean and orderly manner, so as to avoid the danger of fire. The Owner of any Lot having a drainage swale located thereon shall be responsible to maintain the same at the Owner's sole expense.

7.2 Commencement and Completion of Construction. The Owner of a lot shall commence construction of a dwelling on the lot not later than 18 months after closing of the lot. All construction shall be completed within 12 months from the date of commencement of construction.

ARTICLE 8 USE RESTRICTIONS: GENERAL COVENANTS



8.1 Declaration of Governmental Regulations; Strictest Standards Control
Restrictions contained herein shall not be construed as permitting any actions or thing prohibited by the applicable zoning laws, or the laws, rules or regulations of any governmental authority, or by specific restrictions imposed by any deed or lease. In the event of any conflict, the most restrictive provision of such law, rules, regulations, deeds, leases, or the Development shall be taken to govern and control.

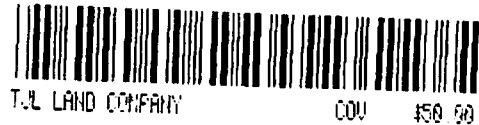
8.2 Restriction Against Manufacturing or Commercial Enterprise. No trade, craft, business, profession, commercial or manufacturing enterprise or business or commercial activity of any kind shall be conducted or carried on upon any Lot, or within any building located on a Lot. No goods, equipment, materials, supplies or vehicles, (including buses, trucks and trailers of any description) used in connection with any trade, service, or business whenever the same may be conducted, shall be kept, parked, stored, dismantled or repaired outdoors on any residential Lot or on any street within the Development. Nothing shall be done on any Lot which may be or become a public or private nuisance. This restrictions shall not be construed, however, as preventing the maintenance of a home office such as but not limited to, insurance, accounting, real estate or other such professions or cottage industries such as home furnishings and housewares like Party Lite and Tupperware , personal care products like Avon, nutritional supplements like Shaklee, and handcrafts provided that no customers, employees, suppliers or the general public shall be invited to or permitted at any such office or business.

8.3 Land Use and Building Type. No Lot shall be used except for residential purposes. Except as provided herein, no building shall be erected, altered, placed or permitted to remain on any Lot other than one single-family Dwelling not to exceed two stories in height and a private attached garage for not less than two cars. The two story height limit herein shall not include a basement or daylight basement. No Dwelling shall have less than 1400 square feet of living space above grade, not including any garage.

8.3.1 Restriction Against Raising Height of Grade. No Owner or anyone under his authority shall or will at any time raise the grade of any Lot or Lots herein conveyed above the grade established or to be established by Declarant.

8.3.2 Restriction Against Excavation and Grading. No excavation for stone, gravel, or earth shall be made on any Lot except for walls, basements, or cellars of Dwellings; provided, however, that Declarant reserves the right at any time prior to sale of any Lot to excavate and grade on the conveyed Lot, and to remove material from or deposit material on such Lot in connection with the work of laying out and improving; provided, further, that Declarant may waive this privilege as to any Lot on which a buyer may desire to erect a building before that date.

8.3.3 Restrictions as to Building Materials-Covering Outside Walls.
The outside walls of the dwelling, garage or shed permitted on a Lot shall be covered



with horizontal lap siding not to exceed nine inches (9") and constructed of wood, wood like products or composite material such as "Louisiana Pacific" or "Hardi" but shall not be covered with vinyl, aluminum, steel or other material, provided however the front of the dwelling and/or garage may have a full or partial rock, cultured stone or brick façade or fascia.

8.3.4 Restrictions as to Roof Material. Roofs shall be covered with fire resistant materials such as composition roofing or similar product all of which must have a 30-year warranty.

8.3.5 Restriction as to Fences – Height and Style. No fences shall be permitted in the front yards of any Lot. Fences in rear yards and side yards shall not exceed six (6) feet in height. Any fence shall be constructed from vinyl material only. Trees, hedging and natural vegetation may be used as a border line.

8.3.6 Restriction as to Sheds. No more than one shed, whether used for storage, garden or otherwise, shall be allowed on a Lot. No shed shall exceed one hundred twenty (120) square feet in area. Any shed must be of the same design, outside wall material and color as the dwelling constructed on the Lot.

8.3.7 Requirements as to Seeding and Planting. Within sixty (60) days of occupancy, front yard landscaping must be completed, weather permitting, and back yard completion must take place within twelve (12) months after occupancy. Back yard area shall be considered fifty (50) feet behind the Dwelling. All remaining property shall be maintained in a reasonable state of repair, cleanliness and neatness. Undesirable weeds having a tendency to spread across property lines shall be kept under control. Weeds shall not be allowed to grow over one (1) foot in height.

8.3.8 Construction Completion Requirements. Any Dwelling or other structure erected or placed on any Lot shall be completed as to external appearance, including finished painting and front yard landscaping, pursuant to approved plans and specifications, all within one (1) year from the date of commencement of construction.

8.3.9 Mandatory Reconstruction. All buildings must have adequate insurance to fully rebuild in case of fire or other disaster, and the Owner shall immediately rebuild or repair.

8.3.10 Entry for Inspection. Any agent, officer or member of the Board, Committee, or the Declarant may, at any reasonable predetermined hour, upon twenty-four (24) hours 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.

8.4 Temporary Structures. No structure of a temporary character, trailer, basement, tent, shack, garage, barn, or other outbuilding shall be used on any Lot at any time as a residence either temporarily or permanently.

8.5 Restriction Against Subdividing. No Lot shall be split, divided, or subdivided for sale, resale, or gift for the purpose of creating another building site.

8.6 Disposable Items. No trash, garbage, rubbish, refuse, or other solid waste of any kind, including, particularly, inoperable automobiles, appliances and furniture, shall be thrown, dumped, stored, disposed of, or otherwise placed on any part of the real property. Garbage and similar solid waste shall be kept in sanitary containers well suited for the purpose.

8.7 Signs. No sign of any kind shall be displayed to the public view on any Lot except one professional sign of not more than one square foot or one sign of not more than five square feet advertising the property for sale or rent, and two large signs used by the Declarant to advertise the property during the construction and sales period. Monument signs designating the entrance to the Development are expressly permitted.

8.8 Sight Distance at Intersections. No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between 2 and 6 feet above the roadways shall be placed or permitted to remain within the triangular area formed by the street property lines and a line connecting them at points twenty-five (25) feet from the intersection of the street lines, or in the case of a rounded property corner, from the intersection of a street property line extended. The same sight-line limitations shall apply on any Lot within ten (10) feet from the intersection of a street property line with the edge of a driveway or alley pavement. No tree shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

8.9 Animals.

8.9.1 No animals, livestock or poultry of any kind may be raised, bred or kept on any Lot. However, cats, dogs, birds or other household pets may be kept in any lawful manner if they are not kept, bred, or maintained for any commercial purpose.

8.9.2 Any animals not restricted shall be properly sheltered and cared for. The Homeowners Association retains the right to limit the number of non-restricted animals, by a majority vote, should it become apparent the number of animals has become an annoyance or nuisance.



8.9.3 Dogs shall be leashed or penned, and not allowed to run loose. Dog kennels or runs must be approved by the Association. No dogs with Pit Bull or Wolf breeding may be kept within the Development.

8.10 Nuisances. No noxious or offensive activity shall be carried on upon any Lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

8.11 External Lights. All external lighting shall be non-glare and approved by the Architectural Committee prior to installation.

8.12 Vehicles. No vehicles, including but not limited to motor homes, campers, boats, recreational vehicles, and trailers of any kind or description, or any vehicle in a state of extreme disrepair, may be kept, parked or stored on any Lot in open view from any other Lot or the Common Property for more than forty-eight (48) hours, provided however, this restriction does not apply to private automobiles and pickups regularly used which are parked on the driveway on any Lot. No vehicle of any kind shall be dismantled or repaired in open view of any other Lot or the Common Property at any time.

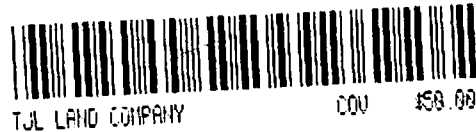
8.13 Antennae. No external radio or television antennae, or transmitters shall be permitted. Parabolic reflectors (satellite dish antennae and wireless cable receivers) less than 20 inches in diameter may be permitted with prior written approval of the Association and obtained in the manner described in Section 9.1.

8.14 Energy Devices. Energy generating and storage facilities, including, but not limited to, solar panels and their appurtenances, fuel tanks, auxiliary generators, heat pumps and air conditioning compressors, shall be designed and placed in aesthetic harmony with the other improvements to which they are appurtenant, as determined by the Association, and shall be insulated so as not to produce an unreasonable level of noise.

8.15 Firearms. The use of firearms or explosives is prohibited, except as required for construction work duly authorized by the Association.

8.16 Obstruction of Common Property. No Owner or person occupying any Lot, or their family or invitees shall obstruct any Common Property.

8.17 Architectural Control Committee. The Members of the Declarant shall be the members of the Architectural Control Committee. The Architectural Control Committee shall terminate at such time as all of Lots in the Development have had Dwellings constructed thereon and have been conveyed by Declarant to persons other than the members of Declarant, unless the Homeowner's Association thereafter appoints an Architectural Control Committee.



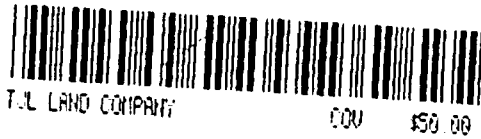
8.17.1 Jurisdiction and Purpose. The Architectural Control Committee (hereinafter Committee) shall review proposed plans, plot plans and specifications for Dwellings and accessory structures, landscaping and fences, and other exterior structures or improvements. No Dwelling, structure, landscaping, fence or other exterior improvement shall be made until a plan therefore shall have been submitted and approved in writing by the Committee. The Committee shall establish standards and specifications for the exterior design, appearance, location, configuration, colors and materials for Dwellings and accessory structures, landscaping and fences and other exterior structures or improvements and determine whether the plans submitted aesthetically harmonize with the other Dwellings, structures, landscaping, fences and improvements in the Development. All plans and specifications shall be submitted to the Committee in writing at the Declarant's address of 12005 N. Fairwood Dr., Spokane, WA 99218.

8.17.2 Approval Procedures. Within thirty (30) days after receipt of the plans and specifications, the Committee shall approve or disapprove of the same. If the Committee disapproves of the plans and specifications, it shall advise the applicant of the reason(s) for such disapproval. If the Committee does not disapprove of the plans and specifications within thirty (30) days after submission in writing to the Committee, said plans and specifications shall be deemed approved. The plans and specifications shall be in a form acceptable to the Committee. The Committee shall not be liable to determine whether the plans and specifications comply with building codes and requirements and shall be held harmless regarding the same.

ARTICLE 9 GENERAL PROVISIONS

9.1 Enforcement. The Declarant, Association, or an Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration, against any person or persons violating or attempting to violate the same, either to restrain a violation or to recover damages. The prevailing party in any such proceeding shall be entitled to an award of reasonable attorneys' fees and costs. Failure by the Declarant, Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

9.2 Severability and Context. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect. Unless some other meaning and intent is apparent from the context, plurals shall include the singular and visa versa, and masculine, feminine and neuter words shall be used interchangeably and as context may necessitate.



9.3 Amendment. The covenants and restrictions of this Declaration shall run with and bind the Development, for a term of ten (10) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. As long as Declarant owns any Lot, Declarant may amend this Declaration at any time without notice to or approval of the Members or Owners. After Declarant has sold all Lots or before if Declarant approves in writing, this Declaration may be amended at any time by a seventy-five percent (75%) affirmative vote of Association Members as provided in Article III. No such waiver, termination, or modification shall be effective until a proper instrument in writing shall be executed by the Association and recorded in the office of the Auditor for the County of Spokane, State of Washington. Notwithstanding the forgoing, however, no amendment shall be made which has the effect of modifying or eliminating the responsibility of the Association to maintain, repair or replace Common Property or levy assessments necessary therefor.

9.4 Conveyance and Binding Effect. Each Owner accepting a deed, lease or other instrument conveying any interest in any Lot, whether or not the same incorporates or refers to these restrictions, covenants for himself, his heirs, successors and assigns, to observe, perform and be bound by these restrictions and to incorporate the same by reference in any deed or other conveyance of all or any portion of his interest in any real property subject hereto. The provisions of this Declaration shall run with the property within the Development.

9.5 Exceptions. Exceptions to any of the above-listed covenants and restrictions shall be granted by the Board of Directors when and only when two-thirds (2/3) of the Board determine such exception is in the best interest of the Association and the purposes of these covenants and restrictions.

9.6 Calendar Year. The year for record keeping and other business and related transactions of the Homeowners Association shall be a calendar year.

9.7 Limitation of Restrictions on Declarant. Declarant is performing certain work in connection with the subdivision of the Property and the construction of community improvement thereon. The completion of that work and sale of Lots is essential to the establishment of welfare of the Property as a residential community. In order that said work may be completed and said Property be established as a fully occupied residential community as rapidly as possible, nothing in this Declaration shall be understood or construed to:

9.7.1 Prevent Declarant, its contractors or subcontractors, from doing on the Property or any Lot whatever is reasonably necessary or advisable in connection with the completion of the work; or

9.7.2 Prevent Declarant or its representatives from erecting, constructing or maintaining on any part or parts of the Property such structures as may be reasonable and necessary for the conduct of its business of completing said work and



T.J.L. LAND COMPANY

COU \$50.00

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Spokane Co. WA

EXHIBIT "A"
LEGAL DESCRIPTION OF
PLAT NO. PN-1956-05

Lot 9 of MOODY'S SUBDIVISION of the NE 1/4 of Section 34, T. 27 N., R. 43 E.W.M., as per plat thereof recorded in Volume "M" of Plats, Page 2; Situate in the County of Spokane, State of Washington.



TJL LAND COMPANY

COU \$50.00

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EXHIBIT "B"
COMMON PROPERTY

The Private Road Easement as depicted on the face of the Plat.



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Spokane Co, WA

AFTER RECORDING RETURN TO:
Spokane County Public Works
Development Engineering Services, 2nd Floor
1026 W. Broadway Ave
Spokane, WA 99260-0170

Document Title: **Drainage Declaration of Covenant**
Grantor: TJL Land Company
Grantee: Spokane County
Abbreviated Legal Description: Lot 9 of Moody's Subdivision of the NE ¼ of Sec. 34, T. 27 N., R. 43 E., W.M. Spokane County;
Mount View Estates
Assessor's Tax Parcel Numbers: 37341.0123, 37341.0165
County Reference No. *P1956*

SPOKANE COUNTY ENGINEER'S OFFICE
Spokane County, Washington

DRAINAGE DECLARATION OF COVENANTS

In consideration of the approval by Spokane County of the Plat of *Mount View Estates* (Spokane County Project No. *P1956*, hereinafter referred to as the "plat"), undersigned covenants and agrees that:

Spokane County and its authorized agents are hereby granted the right to ingress and egress to, over and from all public and private drainage easements and Tracts for the purposes of inspection and emergency maintenance of drainage swales, ponds, ditches, culverts and other drainage facilities, if not properly maintained by the property owner or the Mount View Estates Homeowners Association. Spokane County does not accept the responsibility to inspect or maintain any drainage facilities and/or structures located outside of public rights-of-way, except in cases where Spokane County specifically assumes that responsibility in writing. Neither does Spokane County accept any liability for any failure by the property owner(s) to properly maintain such areas.

The property owners within this plat shall be held responsible for keeping open and maintaining the surface path of natural or man-made drainage flow over and across their respective properties. If the property owners fail to maintain the surface path of natural or man-made drainage flow, or drainage facilities on private properties, a notice of such failure may be given to the property owner. If not corrected within the period indicated on said notice, Spokane County has the right to correct the maintenance failure, or have it corrected, at the expense of the property owner.

Spokane County does not accept the responsibility of maintaining the drainage course on private lots or floodplain areas within private lots, nor the responsibility for any damage whatsoever, including, but not limited to, inverse condemnation to any properties due to deficient construction and/or maintenance of drainage courses in drainage easements on private property.

Any building that is constructed on a lot in this plat shall be set at such an elevation so as to provide positive drainage away from any drainage entry point to the building (including but not limited to a window well, a window unprotected by a window well, or a doorway). Said positive drainage shall meet the minimum requirements as set forth in the current building code. The lots shall be graded so that either a) all runoff is routed away from the building, and conveyed over the lot to a natural drainage swale or approved drainage facility, or b) drainage intercepted on the lot is disposed of on the lot in an approved drainage facility. All drainage facilities for this plat, including any '208' swales, shall be constructed in accordance with the accepted plans on file at the Spokane County Engineer's Office. Any proposed changes to the accepted road and drainage plans must be accepted by the Spokane County Engineer's Office prior to construction of said changes.



There may exist properties located uphill and adjacent to this subdivision which periodically discharge stormwater runoff onto individual lots within this plat. Stormwater runoff from nearby uphill properties should be expected, and during snow melt periods or wet seasons the lots may be subjected to higher amounts of stormwater runoff than what is normally observed or anticipated. Because stormwater runoff from adjacent properties has discharged onto this plat prior to development, stormwater runoff will likely continue to do so after development.

If groundwater or mottled soil is encountered during basement excavation, it is Spokane County's recommendation that protective measures that meet the requirements of the current building code, with respect to dampproofing and waterproofing, be implemented as a part of the basement foundation construction.

The property owners within this plat shall maintain all natural drainage channels, drainage ditches, and water quality swales ('208' swales) situated on their respective properties, and any portion of a '208' swale situated in a public right-of-way adjacent to their respective properties, with a permanent ground cover as specified in the currently accepted plans on file at Spokane County's Engineer's Office. No structures, including fences, shall be constructed directly over or within a '208' swale without the expressed written consent of the Spokane County Engineer. Property owner(s) maintenance responsibilities shall include, but is not limited to mowing, irrigating, and keeping the area free of debris.

The Mount View Estates Homeowners Association or its successors in interest shall maintain all drainage facilities, located in common areas, easements, and tracts in conformance with the accepted plans and the Operations and Maintenance Manual as prepared by Simpson Engineers, Inc., both of which are on file at the Spokane County's Engineer's Office. Maintenance of drainage facilities includes, but is not limited to, keeping open and cleaning stormwater pipes, structures, ditches, drainage ponds, swales; replacement of drainage facilities as needed; and maintaining live native-type dryland grasses or lawn turf in the pond facilities located in common areas or tracts, with optional shrubbery and/or trees, which do not obstruct the flow and percolation of storm drainage water in the drainage swale as indicated by the accepted plans. The Mount View Estates Homeowners Association is also responsible for removing and disposing of the soils and grass sod located in drainage facilities situated within easements on private lots at such time Spokane County deems necessary, and replacing the soil and grass sod. The Mount View Estates Homeowners Association shall be responsible for payment of all claims and other liabilities which may become due for said maintenance responsibilities.

If the Mount View Estates Homeowners Association, or their successors in interest, fail to maintain the drainage facilities in conformance with the accepted drainage plans and the Operations and Maintenance Manual, on file at the Spokane County Engineer's Office, a notice of such failure may be given to the Mount View Estates Homeowners Association, or their successors in interest, by the County Engineer. If not corrected within the period indicated on said notice, Spokane County has the right to correct the maintenance failure, or have it corrected, at the expense of the Mount View Estates Homeowners Association, or their successors in interest.

Should the Mount View Estates Homeowners Association be terminated for any reason, the successors in interest shall be the individual lot owners, or their successors in interest, who are members of the Mount View Estates Homeowners Association at the time of said termination. The successors in interest shall share equally in the responsibility and cost of maintaining said drainage facilities.

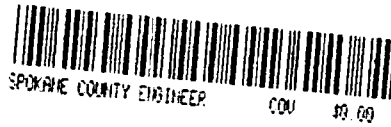
The tracts and common areas cannot be sold or transferred and shall be considered subservient estates for tax purposes to the other lots created herein. The status of the areas designated as subservient estates for tax purposes cannot be changed without filing a replat.

The developer, property owners, and homeowners' association waive any and all claims for damages against any governmental authority arising from the construction, ownership or maintenance of public facilities. This waiver includes claims of any nature, including but not limited to person and real property damages as well as any inverse condemnation claims.

This covenant and agreement shall run with the land in perpetuity, and shall be binding upon the owner, their heirs, successors and assigns, including the obligation to participate in the maintenance of the drainage facilities as provided herein.

IN WITNESS WHEREOF, the aforesaid owners have hereunto set their hand this 22nd day of MAY, 2007.

TJL Land Company
A Washington Corporation



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Spokane Co, WA

Tod J. Lasley

By: Tod J. Lasley
Its: President

State of Washington)
)ss
County of Spokane)

I certify that I know or have satisfactory evidence that Tod J. Lasley is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the President of TJL Land Company to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated 5/22/07

Charles E. Simpson

Notary Public in and
for the State of Washington.
My Appointment Expires: 8/1/09

