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Page: 2 of 26
02/04/2002 12:38P
Spokane Co, WA

**DECLARATION OF COVENANTS, CONDITIONS AND
RESTRICTIONS**

OF

FOX RIDGE



TABLE OF CONTENTS

	<u>Page</u>
PART I COVENANTS, CONDITIONS, RESTRICTIONS AND RESERVATIONS FOR FOX RIDGE	2
ARTICLE 1 DEFINITIONS	2
ARTICLE 2 DESCRIPTION OF FOX RIDGE, UPKEEP PROPERTY AND CREATION OF PROPERTY RIGHTS AND OBLIGATIONS	3
2.1 Description of Fox Ridge	3
2.2 Fox Ridge Upkeep Property	3
ARTICLE 3 FOX RIDGE HA ADMINISTRATION, MEMBERSHIP AND VOTING RIGHTS	4
3.1 Fox Ridge HA to Manage Fox Ridge	4
3.2 Membership	4
3.3 Transferred Membership	4
3.4 Classes of Membership	4
3.4.1 Class A Membership	4
3.4.2 Class B Membership	4
3.5 Voting Requirements	5
3.6 Commencement of Voting Rights	5
3.7 Membership Meetings	5
3.8 Board of Directors	5
ARTICLE 4 MAINTENANCE AND ASSESSMENTS	5
4.1 Creation of the Lien and Personal Obligation of Assessments	5
4.2 Purpose of Assessments	5
4.3 General Annual Assessment	6
4.4 Special Assessments	6
4.5 Allocation of Assessments	6
4.6 Due Dates	6
4.7 Transfer of Lot by Sale or Foreclosure	6
4.8 Enforcement of Assessment Obligations; Priorities, Discipline	7



ARTICLE 5 DUTIES AND POWERS OF FOX RIDGE HA 7

5.1 Duties and Powers 7

ARTICLE 6 UTILITIES 8

6.1 Owners' Rights and Duties 8

6.2 Sewer 8

6.3 Water 8

6.4 Easements for Utilities and Maintenance 9

6.5 Underground Utilities 9

6.6 Perimeter Fence Easement on Graham Road 9

ARTICLE 7 COVENANTS FOR MAINTENANCE AND CONSTRUCTION 9

7.1 Lot Landscaping and Lawn Watering 9

7.2 Lots to be Kept in Good Repair 9

7.3 Completion of Construction 10

ARTICLE 8 USE RESTRICTIONS: GENERAL COVENANTS 10

8.1 Fox Ridge Governmental Regulation; Strictest Standards Control 10

8.2 Restriction Against Manufacturing or Commercial Enterprise 10

8.3 Land Use and Building Type 10

8.4 Temporary Structures 10

8.5 Restriction Against Subdividing 11

8.6 Disposable Items 11

8.7 Signs 11

8.8 Animals 11

8.9 Nuisances 11

8.10 Recreational Vehicles and Equipment 11

8.11 Vehicles 11

8.12 Energy Devices 11

8.13 Firearms 12

8.14 Clotheslines 12

ARTICLE 9 ARCHITECTURAL CONTROL 12

9.1 Approval of Plans by Architectural Committee 12

9.2 Specification of Reasons of Disapproval 12

9.3 Submission of Plans 13

9.4 Plan Check Fee 15

9.5 Approval Procedures 15



9.6 Unapproved Construction; Remedies 15

9.7 Dwelling Quality and Size 15

9.8 Building Location 15

9.9 Restriction Against Raising Height of Grade 16

9.10 Restriction Against Excavation and Grading 16

9.11 Restrictions as to Building Materials
 Covering Outside Walls 16

9.12 Restrictions as to Roof Material 16

9.13 Restrictions as to Fences - Height and Style 16

9.14 Requirements as to Seeding and Planting 16

9.15 Construction Completion Requirements 16

9.16 Entry for Inspection 16

9.17 Non-Liability of Committee Members 17

ARTICLE 10 FOX RIDGE GENERAL PROVISIONS 18

10.1 Enforcement 17

10.2 Severability 17

10.3 Amendment 17

10.4 Conveyance 17

10.5 Exceptions 17

10.6 Calendar Year 18

10.7 Easements 18

10.8 Limitation of Restrictions on Declarant 18

10.9 Easements; Dedication 18

10.10 Determination of Responsibility of Declarant 18

10.11 Protection of Declarant 18

10.12 No Warranty of Enforceability 19



**DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS
OF
FOX RIDGE**

This Declaration of Covenants, Conditions and Restrictions, made on the date hereinafter set forth by A&K Development, Inc., a Washington corporation (hereinafter referred to as "Declarant").

WITNESSETH:

WHEREAS, Declarant is the owner of certain property in the City of Medical Lake, County of Spokane, State of Washington, which is specifically described and identified as Fox Ridge Subdivision and all subsequent additions within the preliminary Plat of Fox Ridge (hereinafter "Fox Ridge"), described in Exhibit "A" attached hereto and incorporated herein by this reference;

WHEREAS, Declarant has subdivided portions of Fox Ridge into separate lots and streets, being hereafter and on the face of the Plat referred to as Fox Ridge Subdivision and has constructed or will construct thereon certain improvements and, thereafter, the lots will be sold to the general public (or to builders) for the construction of residential Dwellings establishing a residential community;

WHEREAS, in Fox Ridge 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 Fox Ridge Homeowners Association (hereinafter "Fox Ridge HA"), which shall be a Washington nonprofit corporation and which has certain administrative and maintenance responsibilities in Fox Ridge;

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

WHEREAS, Declarant intends by this document to create the Association and impose upon the entire Subdivision restrictions and obligations pertaining thereto.

NOW, THEREFORE, Declarant hereby declares that Fox Ridge shall be held, conveyed, mortgaged, encumbered, leased, rented, used, occupied, sold and improved, subject to the following declarations, limitations, covenants, conditions, restrictions, and easements, all of which are for the purpose of enhancing and protecting the value and attractiveness of the Property, 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, 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 Property.



4685527
Page: 7 of 26
02/04/2002 12:38P
Spokane Co, WA

COVENANTS, CONDITIONS, RESTRICTIONS AND RESERVATIONS FOR FOX RIDGE

ARTICLE 1 DEFINITIONS

1.1 "Assessment" shall mean that portion of the cost of maintaining, improving, repairing, operating, and managing Fox Ridge which is to be paid by each Lot Owner in Fox Ridge as determined by the Fox Ridge HA under this Declaration.

1.2 "Fox Ridge HA" shall mean and refer to Fox Ridge Homeowners Association, Inc., a Washington nonprofit corporation, the members of which shall be owners of the lots in Fox Ridge.

1.3 "Board" or "Board of Directors" shall mean and refer to the governing body of the Fox Ridge HA.

1.4 "Bylaws" shall mean and refer to the Bylaws of the Fox Ridge HA as amended from time to time.

1.5 "Common Expenses" means and includes the actual and estimated expenses of administration of the Fox Ridge HA, and of the maintenance, repair, or replacement of those parts of Fox Ridge and City right-of-way of the City of Medical Lake described at paragraph 2.2 below for which the Falcon Ridge HA is responsible, and any reasonable reserve for such purposes as found and determined by the Board and all sums designated common expenses for Fox Ridge by or pursuant to the Project Documents. Fox Ridge Upkeep Property shall mean and refer to the property described in paragraph 2.2.

1.6 "Declarant" shall mean and refer to A&K DEVELOPMENT, INC., a Washington corporation and its successors-in-interest and assigns with respect to the Property or specific lots, but shall not include members of the public purchasing Lots in Fox Ridge.

1.7 "Declaration" shall mean and refer to this Declaration of Covenants, Conditions and Restrictions, as it may be amended from time to time.

1.8 "Dwelling" shall mean and refer to any residential structure (and appurtenant improvements) constructed or to be constructed upon any individually owned Lot in Fox Ridge.

1.9 "Lot" shall mean and refer to any particular and separately designated parcel of land resulting from subdivision according to the subdivision Plat, and sold or held by sale to members of the general public. The term Lot shall not, however, include property owned by the Fox Ridge HA, Upkeep Property, or dedicated streets.



1.10 "Member" shall mean and refer to a person entitled to membership in the Fox Ridge HA as provided herein.

1.11 "Owner" or "Owners" shall mean and refer to the record owner or holder of fee or equitable title to a Lot in Fox Ridge. 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".

1.12 "Project Documents" means and includes this Declaration as it may be amended from time to time, the exhibits attached hereto, subdivision Plat or Plats, and Articles and Bylaws of the Fox Ridge HA.

1.13 "Property" or "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 it.

ARTICLE 2
DESCRIPTION OF FOX RIDGE, UPKEEP PROPERTY AND
CREATION OF PROPERTY RIGHTS AND OBLIGATIONS

2.1 Description of Fox Ridge. Fox Ridge consists of the underlying Property in Fox Ridge, including its Lots, the residential Dwellings thereon and all other improvements and systems located or to be located thereon, regardless of the ownership thereof.

2.2 Fox Ridge Upkeep Property. Fox Ridge Upkeep Property is as follows:

1. Fox Ridge Common Property. The Common Property in Fox Ridge shall consist of property described as follows:

(1) The perimeter fence located at the outer boundary of each lot in each block in Fox Ridge that borders Graham Road.

2. Medical Lake City Right-of-Way.

(1) Entry monuments located at both intersections of Tara Lee Avenue and Justin Avenue and Graham Road; and

(2) Areas outside of the boundaries of Fox Ridge comprised of right-of-way of the City of Medical Lake, as shown on Exhibit "B" attached hereto, which areas are or will be improved with grass, shrubs, trees, bushes, similar type landscaping and sprinkling systems, which Declarant has agreed to maintain, repair, and replace as a condition of City of Medical Lake Plat approval.



ARTICLE 3

FOX RIDGE HA ADMINISTRATION, MEMBERSHIP AND VOTING RIGHTS

3.1 Fox Ridge HA to Manage Fox Ridge. The Owners of all the Lots covenant and agree that the administration of Fox Ridge shall be in accordance with the provisions of this Declaration and the Bylaws of the Fox Ridge HA, subject to the standards set forth in this Declaration and all applicable laws, regulations and ordinances of any governmental or quasi- governmental body or agency having jurisdiction over the Property. Notwithstanding the generality of the foregoing, the primary function of the Fox Ridge HA shall be the enforcement of the restrictions set forth in this Declaration and Upkeep Property repair, maintenance, and replacement

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

3.3 Transferred Membership. Membership in the Fox Ridge HA 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 Fox Ridge HA 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 Fox Ridge HA shall have two (2) classes of voting membership established according to the following provisions:

3.4.1 Class A Membership. Class A Membership shall be that held by each Owner of a Lot in Fox Ridge other than Declarant, and each Class A Member shall be entitled to one (1) vote for each Lot owned. If a Lot is owned by more than one (1) person, each such 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 Declarant (or its successors-in-interest) who shall be entitled to three (3) votes for each Lot in Fox Ridge owned by Declarant; provided, that Class B Membership shall be converted to 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 total outstanding votes held by Class A Members (all Phases) equals the total outstanding votes (tripled as above) held by the Class B Members (all Phases). Once Class B Membership is converted, it shall forever cease to exist regardless of the annexation of additional Phases within the Estates; 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 Fox Ridge HA which must have the approval of the Fox Ridge HA membership before being undertaken shall require the vote or written assent of the prescribed percentage of the total voting power (both classes) of the Fox Ridge HA.

3.6 Commencement of Voting Rights Voting rights attributable to any Lot in Fox Ridge shall not vest until that Lot shall also be subject to assessment obligations to Fox Ridge HA, pursuant to Article 4 below.

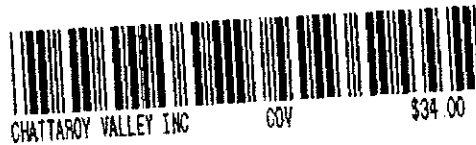
3.7 Membership Meetings Regular and special meetings of Members of the Fox Ridge HA shall be held with the frequency, at the time and place, and in accordance with the provisions of the Bylaws of the Fox Ridge HA.

3.8 Board of Directors The affairs of the Fox Ridge HA 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 Fox Ridge HA.

ARTICLE 4 MAINTENANCE AND ASSESSMENTS

4.1 Creation of the Lien and Personal Obligation of Assessments The Declarant, for each Lot owned within Fox Ridge, hereby covenants, and each Owner of any Lot in Fox Ridge by acceptance of a deed or contract therefor, whether or not it shall be so expressed in such deed or contract, is deemed to covenant and agree to pay to the Fox Ridge HA: (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 Fox Ridge HA. The regular and special assessments, together with interest, costs, and actual attorneys' fees, shall be a charge and a continuing lien upon the Lot against which each assessment is made, the lien to become effective upon levy of the assessment. Each such assessment, together with interest, costs, and actual attorneys' fees, shall also be the personal obligation of the person who was the Owner of such Lot at the time when the assessment fell due. No Owner of a Lot may exempt himself from liability for the contribution toward the common expenses by waiver of the use or enjoyment of any part of Fox Ridge or by the abandonment of his Lot.

4.2 Purpose of Assessments The assessments levied by the Association shall be used exclusively for the repair, maintenance, replacement, and upkeep of the common area and City of Medical Lake Right-of-Way including, but not limited to, the costs of fertilizing, watering, mowing, raking and landscaping of the same, and shall include (as part of the regular periodic assessments) an adequate reserve for maintenance, repairs and replacement of those areas managed by the Fox Ridge HA, 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 Fox



Ridge HA, of enforcing the covenants, conditions, and restrictions of this Declaration, of providing for the insurance for the Fox Ridge HA, and of providing for maintenance of the Upkeep Property.

4.3 General Annual Assessment. The initial general annual assessment in Fox Ridge shall be One Hundred Dollars (\$100.00) per Lot per year, and shall commence when Declarant determines. Each Lot's share of the first Fox Ridge HA annual assessment 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(s) against each Lot in Fox Ridge at least sixty (60) days in advance of the beginning of each fiscal year.

4.4 Special Assessments. In addition to the regular 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 or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement within Fox Ridge, including fixtures and personal property related thereto, or to defray any unanticipated or underestimated regular assessment. Special assessments may also be levied against an individual Lot and its Owner to reimburse the Fox Ridge HA for costs incurred in bringing that Owner and his Lot into compliance with the provisions of this Declaration and the Articles and Bylaws, including attorneys' fees and costs.

4.5 Allocation of Assessments. Each lot in Fox Ridge, including lots owned by Declarant, bears an equal share of the general annual assessment. Each lot in Fox Ridge, including lots owned by the Declarant, shall bear an equal share of each special assessment (except for special assessments imposed against an individual Lot and its Owner under the preceding subparagraph).

4.6 Due Dates. The general annual assessments shall be billed by the HA quarterly and shall be due 1/4 each quarter and shall be paid within fifteen (15) days of the first day of the first month of each succeeding quarter. The special assessments commencement, billing and due dates shall be established by the Fox Ridge HA Board of Directors.

4.7 Transfer of Lot by Sale or Foreclosure. Sale or transfer of any Lot in Fox Ridge shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to mortgage foreclosure shall extinguish the liability for and lien of such assessments as to payments which become due prior to such sale or transfer (except for assessment liens recorded prior 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 Fox Ridge HA 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 therefor. However, any such grantee shall be entitled to a statement from the Fox Ridge HA setting forth the amount of the unpaid assessments due the Fox Ridge HA, and such grantee shall not be liable for, nor shall the Lot 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 Assessment Obligations; Priorities, Discipline If any part of any assessment is not paid and received by the Fox Ridge HA 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 an additional Ten Dollars (\$10.00) shall be assessed for each month or fraction thereof thereafter 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, would be superior thereto, and (2) the lien or charge of any mortgage or deed of trust of record made in good faith and for value. Such lien, when delinquent, may be enforced by sale by the Fox Ridge HA, 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 Fox Ridge HA, 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. Suit to recover a money judgment for unpaid common expenses, rent and attorneys' fees shall be maintainable without foreclosing or waiving the lien securing the same. The Board may impose reasonable monetary penalties, including actual attorneys' fees and costs, and may temporarily suspend the Fox Ridge HA 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 FOX RIDGE HA

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

5.1.1 Expend Fox Ridge HA funds for and maintain, repair, replace, restore and manage all property, monuments, signs and fencing identified as Fox Ridge Upkeep 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 Fox Ridge HA, 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 Fox Ridge HA and its Members.

5.1.4 Have the authority to contract with independent contractors to perform all or any part of the duties and responsibilities of the Fox Ridge HA, subject to the Articles and Bylaws and restrictions imposed by any governmental or quasi-governmental body or agency having jurisdiction over Fox Ridge.



5.1.5 Establish one or more checking or savings accounts in the name of the Association with any bank, savings 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 of Lots within Fox Ridge with respect to utilities shall be as follows:

6.1.1 Whenever sanitary sewer, water, electric, gas, television receiving, or telephone lines or connections are located or installed within Fox Ridge, which connections, or any portion thereof, is in or upon Lots owned by other than the Owner of a Lot served by said connections, the Owners 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 upon the Lots in or upon which said connections, or any portion thereof lie, to repair, replace and generally maintain said connections as and when necessary.

6.1.2 Whenever sanitary sewer, water, electric, gas, television receiving, or telephone lines or connections are located or installed within Fox Ridge, which connections serve more than 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 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 of such Owners addressed to the Board of Directors, the matter shall be submitted to the Board of Directors, which shall decide the dispute, and the decision of the Board of Directors shall be final and conclusive on the parties.

6.2 Sewer. The lots in the Estates are within the service area and jurisdiction of the City of Medical Lake sewer system, and the owner of each lot shall properly connect any residential structure to said central system. The connection tap-on to the central system shall be available at the finished roadway adjacent to the front of the lot. It shall be the sole responsibility of the lot owner to pay any hook-up fee or other capitalization expense associated with said lot. No individual on-site sewage disposal system is allowed.

6.3 Water. The lots in the Estates are within the service area and jurisdiction of the City of Medical Lake water system. Domestic water shall be provided by the City of Medical Lake and a tap-on connection to the central supply system shall be available at the finished roadway adjacent to the lot. It shall be the sole responsibility of the lot owner to pay any hook-up, tap-on, or usage charges required by the City of Medical Lake, and to abide by any and all rules and regulations



associated with the use of the system. No individual water supply system shall be permitted on any lot.

6.4 Easements for Utilities and Maintenance. Easements over and under Fox Ridge for the 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 Declarant and its successors-in-interest and assigns, including the Fox Ridge HA, 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.

6.5 Underground Utilities. In the interest of public health and safety and in the interest of avoiding the presence of unsightly poles and structures, all utilities to be installed within Fox Ridge shall be buried in accordance with the best standard practices presently in use for the burying of such utilities and as provided by the Architectural Committee.

6.6 Perimeter Fence Easement on Graham Road. An easement for the placement of a common property fence over, under and across the westerly five (5) feet of each Lot now or hereafter created along the east side of Graham Road is hereby reserved by Declarant and its successors-in-interest and assigns, including the Fox Ridge HA, together with an easement over, under, across and upon so much of each lot as is necessary for inspection, repair, maintenance and replacement of the same.

ARTICLE 7 COVENANTS FOR MAINTENANCE AND CONSTRUCTION

7.1 Lot Landscaping and Lawn Watering. As part of the construction of each single-family residence within Fox Ridge, the lot owners shall be required to landscape and plant the front yard of the residence from the building line to the finished roadway, including any portion of the road right-of-way lying between the finished roadway and the residential structure. Residential structures located on lots fronting on more than one roadway shall landscape and plant all yards lying between the residential structure and the finished roadway. The lot owner shall also install an underground lawn watering system with a reputable contractor. The time limit for completion of the required landscaping and lawn watering system shall be no later than six (6) months from the date of occupancy of the residential structure. The lot owner shall within six (6) months of their date of occupancy, plant, cultivate and maintain at least one leafy tree of one inch or more in diameter at the base, in the front yard. Corner lot owner(s) shall also plant a tree in the side yard, but shall not impair traffic sight distances. The lot owners shall be required to plant and maintain grass or a reasonable mixture of grass and landscaping in the soil area of their lot.

7.2 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 and shrubbery, and the painting (or other appropriate external care) of all buildings, fences, and other improvements, and



in the case of undeveloped lots, keeping them mowed and free of weeds, debris or refuse all in a manner and with such frequency as is consistent with good property management. Each Owner is solely responsible for repairs, maintenance and replacement of any lawn watering system. In the event any owner fails to comply with this Paragraph, the Fox Ridge HA may perform such work as it deems necessary to bring the Lot into compliance and assess the applicable lot and owner pursuant to Paragraph 4.4.

7.3 Completion of Construction. All construction shall be completed within 12 months from the date of commencement of construction.

ARTICLE 8
USE RESTRICTIONS: GENERAL COVENANTS

8.1 Fox Ridge Governmental Regulation; Strictest Standards Control. Restrictions contained herein shall not be construed as permitting any action 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 laws, rules, regulations, deeds, leases or Fox Ridge covenants 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 wherever the same may be conducted, shall be kept, parked, stored, dismantled or repaired outdoors on any residential Lot or on any street within Fox Ridge. Nothing shall be done on any Lot which may be or become a public or private nuisance. This restriction shall not be construed, however, as preventing the maintenance of a home office such as, but not limited to, insurance, accounting or real estate.

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 (so long as the overall height does not violate City Code) 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. The location and design of any building or structure detached from the dwelling, for the purpose of storage, cabanas, gazebos and similar structures shall comply with applicable building and zoning codes.

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 Fox Ridge, as hereinabove provided, are expressly permitted.

8.8 Animals.

8.8.1 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.

8.8.2 Any animals not restricted shall be properly sheltered and cared for. Fox Ridge HA 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.

8.8.3 Dogs shall be leashed or penned, and not allowed to run loose.

8.9 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.

8.10 Recreational Vehicles and Equipment. Recreational vehicles, including campers, toppers, motor homes, camp trailers, boats, motorcycles, snowmobiles and the like, must be stored in an attached enclosed garage or completely behind a six (6) foot high wood or vinyl fence.

8.11 Vehicles. No vehicle in excess of 6,000 pounds gross weight (including campers, motor homes, boats, trucks and trailers of any description) used for private purposes may be kept, dismantled or repaired outdoors on any residential Lot or on any street within Fox Ridge. No Owner shall permit any vehicle owned by him or any member of his family or by an acquaintance which is in an extreme state of disrepair to remain parked upon his Lot or upon any street within Fox Ridge for a period in excess of 48 hours.

8.12 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 Architectural Committee, and shall be insulated so as not to produce an unreasonable level of noise.

8.13 Firearms. The use of firearms or explosives is prohibited, except as required for construction work.

8.14 Clotheslines. No exterior clotheslines shall be erected or maintained and there shall be no outside laundering or drying clothes.

ARTICLE 9 ARCHITECTURAL CONTROL

9.1 Approval of Plans by Architectural Committee. Declarant may or may not exercise architectural control under this Article. If Declarant does exercise architectural control, this Article shall apply, and as to each such exercise, no building, fence, wall or other structure shall be commenced, erected or maintained in Fox Ridge, nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, materials, and location of the same shall have been submitted to and approved in writing as to quality of workmanship and materials, and harmony of external design and location in relation to surrounding structures and topography by an Architectural Committee composed of members to be determined by the Declarant.

9.1.1 There shall be not less than three (3) members of the Committee

9.1.2 Declarant will appoint all of the original members of the Committee until the tenth (10th) anniversary of the recordation of this Declaration. Declarant may earlier turn over appointment power of one or more members to the Fox Ridge HA.

9.1.3 After ten (10) years from the date of the recordation of this Declaration, Owners shall have the power to appoint all of the members of the Committee.

9.1.4 Once the power to appoint members of the Committee has vested in the Owners, the Declarant shall not reacquire such power.

9.1.5 The Architectural Committee shall not be a committee of the HA and shall derive all its powers from the Declarant and this Declaration until the power to appoint all its members has vested in the Fox Ridge HA.

9.2 Specification of Reasons of Disapproval. The Architectural Committee shall have the right to disapprove any plans and specifications submitted hereunder because of any of the following:



9.2.1 The failure of such plans or specifications to comply with any of the Fox Ridge restrictions in this Declaration

9.2.2 Failure to include information in such plans and specifications as may have been reasonably requested.

9.2.3 Objection to the exterior design, appearance or materials of any proposed structure.

9.2.4 Incompatibility of any proposed structure or use with exiting structures or uses upon other Lots in the vicinity.

9.2.5 Objection to the location of any proposed structure upon any Lot or with reference to other Lots in the vicinity.

9.2.6 Objection to the grading plan for any Lot.

9.2.7 Objection to the color scheme, finish, proportions, style of architecture, height, bulk or appropriateness of any proposed structure.

9.2.8 Objection to parking areas proposed for any building on the grounds of (a) incompatibility to proposed uses and structures on such Lots, or (b) the insufficiency of the size of parking areas in relation to the proposed use of the Lot; or

9.2.9 Objection to the obstruction of views created by the proposed structure.

9.2.10 Any other matter which, in the judgment of the Architectural Committee would render the proposed structure, structures or uses inharmonious with the general plan of improvement of Fox Ridge or with structures or uses located upon other Lots in the vicinity.

In any case where the Architectural Committee shall disapprove any plans and specifications submitted hereunder, or shall approve the same only as modified or upon specified conditions, such disapproval or qualified approval shall be accompanied by a statement of the grounds upon which such action was based. In any such case, the Architectural Committee shall, if requested, make reasonable efforts to assist and advise the applicant in order that an acceptable proposal can be prepared and submitted for approval.

9.3 Submission of Plans. All plans and specifications required to be submitted to the Committee shall be submitted by mail to the address of the Committee in duplicate. 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 structure:



9.3.1 The location of the structure upon the Lot which shall include staking of the location of the structure upon the lot;

9.3.2 The elevation of the structure with reference to the existing and finished Lot grade;

9.3.3 The general design;

9.3.4 The interior layout;

9.3.5 The exterior finish materials and color, including roof materials;

9.3.6 A lawn watering system developed by a reputable installer;

9.3.7 The landscape plan shall be developed by a landscape professional; a person, partnership or corporation who installs landscaping as a regular part of its business activity. In addition to all other provisions regarding landscaping on the individual Lots as is stated in this Declaration, the following provisions shall apply:

9.3.7.1 At the time each home is to be constructed, the builder and/or owner shall submit a landscaping plan to the Architectural Committee stating the details of the landscaping contemplated;

9.3.7.2 Each Lot's landscaping plan shall contain drawing showing location of landscaping to be completed for the front and side yards;

9.3.7.3 In reviewing the landscaping plans submitted, the Architectural Committee shall reasonably attempt to insure that the requested approval for landscaping and materials is consistent with the quality, quantity and attractiveness of landscaping and materials generally found in housing developments similar to Fox Ridge;

9.3.7.4 The Architectural Committee is authorized but not required to establish certain minimum criteria for approval of landscaping plans if desired but it is a fundamental requirement that "Landscaping" as used hereinabove shall require more than just grass and a sprinkler system, and shall require usage of a combination of two or more of shrubbery, trees, bark, rock, and other similar materials commonly used in above average residential landscaping and that landscaping shall be performed by a qualified landscaping contractor except as allowed by the Architectural Committee; and



9.3.8 Other information which may be required in order to determine whether the structure conforms to the standards articulated in this Declaration and the standards employed by the Committee in evaluating development proposals.

9.3.9 Appropriate provision for storm water drainage shall be incorporated into each lot and approved by the Committee. It is the sole responsibility of the owner to provide appropriate protection for his dwelling for storm water or other drainage.

9.4 Plan Check Fee All applicable individuals submitting plans to the Committee shall be obliged to pay a reasonable plan check fee to cover the administrative costs of reviewing such development proposals. It will be necessary to pay the plan check fee upon submitting plans and specifications to the Committee. A plan check fee of \$100.00 will be charged to review plans and specifications for Dwellings. A fee of \$25.00 will be charged for the review of other structures.

9.5 Approval Procedures. Within fourteen (14) days after the receipt of plans and specifications, the Committee shall approve or disapprove the proposed structure. 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 plans and specifications provided by the applicant and shall return the plans and specifications to the address shown on the plans and specifications. In the event that no disapproval of such plans and specifications is given with fourteen (14) days of submission, the plans and specifications shall be deemed to be approved by the Committee and construction pursuant to the plans and specifications may be commenced.

9.6 Unapproved Construction; Remedies. If any structure shall be altered, erected, placed or maintained upon any Lot, or any new use commenced on any Lot, otherwise than in accordance with plans and specifications approved by the Architectural Committee pursuant to the provisions of this Article 9, such alteration, erection, maintenance or use shall be deemed to have been undertaken in violation of this Article 9 and without the approval required herein, and upon fifteen (15) days' written notice from the Architectural Committee, any such structure so altered, erected, placed or maintained upon any Lot in violation hereof shall be removed or re-altered, and any such use shall be terminated, so as to extinguish such violation.

9.7 Dwelling Quality and Size. The ground floor area of the main structure, exclusive of one-story open porches and garages, shall be not less than one thousand fifty (1,050) square feet for a one-story Dwelling; nor less than one thousand two hundred (1,200) square feet for a two-story Dwelling, of which a minimum of seven hundred (700) square feet must be on the main floor and a minimum of five hundred (500) square feet on the second floor. All structures must incorporate at least a two-car garage with a finished driveway or private drive.

9.8 Building Location. The design of the Dwelling and its placement on the Lot shall reflect a minimum impact on the existing slopes and vegetation, and shall minimize the impact on the view of other Lots, whether currently occupied or not.



9.9 Restriction Against Raising Height of Grade. Neither the buyer nor any person or persons claiming under him 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 unless approved by the Architectural Committee.

9.10 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.

9.11 Restrictions as to Building Materials - Covering Outside Walls. No residence or structure shall be built on any Lot which shall use materials for siding or roofing which have not been approved by the Architectural Committee. No residence or structure of any kind that is commonly known as "boxed" or "sheet metal" construction shall be built, nor shall aluminum siding be allowed.

9.12 Restrictions as to Roof Material. Roofs shall be covered with, at a minimum, architectural grade composition roofing.

9.13 Restriction as to Fences - Height and Style. Any fence erected shall comply with City of Medical Lake Code. Fences shall be made of wood or vinyl only.

9.14 Requirements as to Seeding and Planting Within sixty (60) days of occupancy, front yard landscaping and a water sprinkler system must be completed, weather permitting, and back yard completion must take place within twelve (12) months after occupancy. Undesirable weeds having a tendency to spread across property lines shall be kept under control.

9.15 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. It shall be the responsibility of the lot owner to secure all necessary permits for construction of approved improvements upon the lot, and it shall be the sole responsibility of the lot owner to pay any fees associated with the permit process, including impact fees.

9.16 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.



4685527
Page: 22 of 26
02/04/2002 12:38P
Spokane Co WA

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.

9.17 Non-Liability of Committee Members. Neither the Architectural Committee nor any member thereof shall be liable to the Association or to any Owner or to any Lot for any loss, damage or injury arising out of or in any way connected with the performance of the Committee's duties hereunder. The HA and each Owner hereby voluntarily and knowingly fully and irrevocably waive any claims or liabilities they may have now, heretofore or hereafter, against the Architectural Committee and its members.

ARTICLE 10 GENERAL PROVISIONS

10.1 Enforcement. The Fox Ridge HA, or an Owner in Fox Ridge, 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 any covenant, either to restrain violation or to recover damages. The prevailing party in any such proceeding shall be entitled to an award of attorneys' fees and costs. Failure by the Fox Ridge HA or by any Owner in Fox Ridge to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

10.2 Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions of this Declaration which shall remain in full force and effect.

10.3 Amendment. The covenants and restrictions of this Declaration shall run with and bind the land, 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. This Declaration may be amended at any time by a seventy-five per cent (75%) affirmative vote of Fox Ridge HA members as provided in Article 3. No such waiver, termination, or modification shall be effective until a proper instrument in writing shall be executed by the Fox Ridge HA and recorded in the office of the Recorder for the County of Spokane, State of Washington.

10.4 Conveyance. Each Owner in Fox Ridge 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.

10.5 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 Fox Ridge HA and the purposes of these covenants and restrictions.



10.6 Calendar Year. The year for record keeping and other business and related transactions of the Fox Ridge HA shall be a calendar year.

10.7 Easements. The Fox Ridge HA is granted an easement for access, at reasonable times, to and from each Lot and the Fox Ridge Upkeep Property to perform the maintenance required and to exercise the powers and duties provided in this Declaration.

10.8 Limitation of Restrictions on Declarant. Declarant is performing certain work in connection with the subdivision of the Estates and the construction of community improvements thereon. The completion of that work and sale of Lots is essential to the establishment of the welfare of Fox Ridge 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:

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

10.8.2 Prevent Declarant or its representatives from erecting, constructing or maintaining on any part or parts of Fox Ridge such structures as may be reasonable and necessary for the conduct of its business of completing said work and establishing Fox Ridge as a residential community and disposing of the same in parcels by sale, lease or otherwise; or

10.8.3 Prevent Declarant from maintaining such sign or signs on any of Fox Ridge as may be necessary for the sale, lease or disposition thereof.

10.9 Easements; Dedication. All Owners of Lots in the Estates are, subject to reasonable rules and regulations of the Association, granted a non-exclusive easement for ingress and egress to and from the Upkeep Property. Declarant reiterates any dedication and other easements set forth on the face of the Plats for the Property as though fully set forth herein.

10.10 Determination of Responsibility of Declarant. In the event that Declarant, its successors and assigns shall convey all right, title and interest in the Project to any third party, then and in such event, Declarant shall be relieved of the performance of any further duty or obligation hereunder, and such third party shall be obligated to perform all such duties and obligations and obligations of the Declarant.

10.11 Protection of Declarant. Notwithstanding any other provision of this Declaration, the prior written approval of Declarant, as developer of the Property, will be required before any amendment which would impair or diminish the rights of Declarant to complete the Property or sell or otherwise dispose of Units therein in accordance with this Declaration shall become effective.



10.12 No Warranty of Enforceability. While Declarant has no reason to believe that any of the restrictive covenants contained in this Declaration are or may be invalid or unenforceable for any reason or to any extent, Declarant makes no warranty or representation as to the present or future validity or enforceability of any such restrictive covenant. Any Owner acquiring a Lot in the Project in reliance on one or more of such restrictive covenants shall assume all risks of the validity and enforceability thereof and, by acquiring any Lot agrees to hold Declarant harmless therefrom and waives any claim against the Declarant with respect thereto.

DECLARANT:

A&K DEVELOPMENT, INC.,
a Washington corporation

By: [Signature]
Jeff Amistoso
Its Pres

State of Washington)
 :SS.
County of Spokane)

I certify that I know or have satisfactory evidence that Jeff Amistoso is the person who appeared before me, and said person acknowledged that he was authorized to sign this instrument as the PRESIDENT of A&K Development, Inc., and acknowledged it to be the free and voluntary act of such entity, for the uses and purposes mentioned in the instrument.

DATED: 2/4, 2001.

DEBRA A. PALM
NOTARY PUBLIC
STATE OF WASHINGTON
EXPIRES OCTOBER 1, 2002

[Signature]
Print Name: DEBRA A. PALM
Notary Public in and for the State of
WASHINGTON, residing at Nine Mile Falls
My appointment expires: 10/1/02



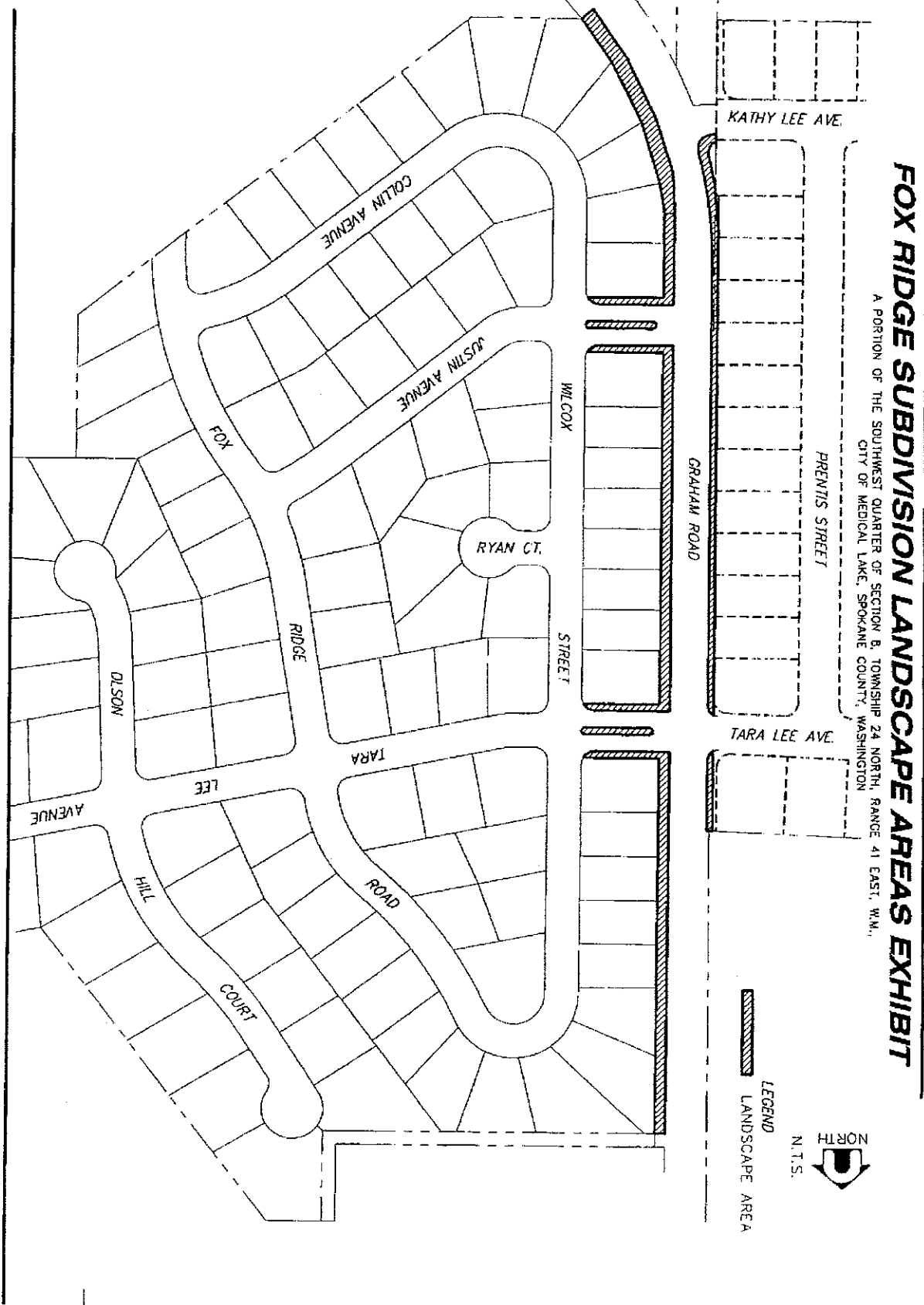
EXHIBIT "A"

That portion of the Southwest Quarter of Section 8, Township 24 North, Range 41 East, W.M. described as follows:

Commencing at the Southwest corner of said Section; thence N00°16'36"E along the West line of said Section, 984.64 feet; thence S89°43'24"E, 30.00 feet to the East right-of-way line of Graham Road, said point being the point of beginning; thence N00°16'36"E along said right-of-way line, 1380.03 feet; thence S89°51'37"E, 484.00 feet; thence N00°16'33"E, 115.00 feet; thence S89°51'37"E, 100.00 feet; thence S37°27'54"E, 544.55 feet; thence N78°46'49"E, 385.07 feet; thence S00°16'08"W, 373.28 feet; thence N89°44'17"W, 300.21 feet; thence S00°14'21"W, 399.96 feet; thence N89°43'41"W, 120.13 feet; thence S00°15'23"W, 210.07; thence S52°21'52"W, 723.06 feet; thence N89°38'21"W, 163.58 feet to a point on a non-tangent curve concave northeasterly, the radius point of said curve being N50°19'52"E, 560.00 feet; thence northwesterly along said curve, an arc distance of 315.53 feet; thence N89°43'24"W, 15.00 feet to the point of beginning, containing 33.96 acres, more or less.



4685527
Page: 26 of 26
02/04/2002 12:38P
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4804526
Page: 1 of 3
11/20/2002 11:48A
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When Recorded, Return to:

John M. Riley III
Witherspoon, Kelley, Davenport & Toole, P.S.
1100 U.S. Bank Bldg.
422 W. Riverside
Spokane, WA 99201
(509) 624-5265

**FIRST AMENDMENT TO DECLARATION
OF
COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
FOX RIDGE**

WHEREAS, on February 4, 2002, the Declaration of Covenants, Conditions and Restrictions for Fox Ridge ("Declaration") was recorded with the Spokane County Auditor, under Auditor's File No. 4685527; and

WHEREAS, a subsequent phase of the preliminary plat of Fox Ridge, Phase II, has been platted and Declarant desires to add the same to the Declaration.

NOW, THEREFORE, the Declarant does hereby amend the prior Declaration in the following particulars:

1. Exhibit "A" of the Declaration is amended to read as the Exhibit "A" attached to this First Amendment.
2. All other terms and conditions of the Declaration, and any prior Amendments thereto, shall remain in full force and effect, except as modified and as added to by this Amendment.

DATED this 19 day of Nov, 2002.

DECLARANT:

A & K DEVELOPMENT, INC.

By: [Signature]
Jeff Amistoso
Title: [Signature]



4804526
Page: 2 of 3
11/20/2002 11:48A
Spokane Co, WA

State of Washington)
County of Spokane)ss.

I certify that I know or have satisfactory evidence that Jeff Amistoso is the person who appeared before me, and said person acknowledged that he was authorized to sign this instrument as the President of A& K Development, Inc., a Washington corporation, and acknowledged it to be the free and voluntary act of such entity, for the uses and purposes mentioned in the instrument.

DATED: November 20, 2002.

Richard E. Waltrip

Print Name: RICHARD E. WALTRIP
Notary Public in and for the State of
Washington, residing at Spokane
My appointment expires: 2/12/2003

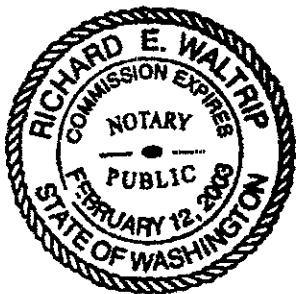




Exhibit A

PARCEL I: Phase II

Tract of land is located in the Southwest quarter of Section 8, Township 24 North, Range 41 East, W.M., being more particularly described as follows:

*1006.07

COMMENCING at the West quarter corner of said Section 8, thence South 00°16'36" West, along the Westerly line of said Southwest quarter, 1067.187 feet; thence South 89°40'44" East, 30.00 feet to a point on the Easterly right of way line of Graham Road, said point being the Point of Beginning; thence along the Southerly line of Fox Ridge Subdivision Phase I filed under Auditor's File No. 4665677 the following 4 courses: 1) South 89°40'44" East, 130.00 to a point on the Westerly right of way line of Wilcox Street; 2) South 00°16'36" West, 31.81 feet along said Westerly right of way line; 3) South 89°42'24" East, 139.78 feet to the Southeast corner of Lot 1, Block 4 of said subdivision; 4) North 78°46'49" East, 132.75 feet; thence South 10°38'16" East, 168.37 feet; thence South 36°25'41" West, 116.70 feet; thence South 75°07'36" West, 96.02 feet; thence South 17°16'48" East, 81.03 feet; thence South 83°57'06" West, 115.36 feet; thence North 84°02'51" West, 50.25 feet; thence North 89°40'44" West, 130.00 feet to said Easterly right of way line of Graham Road; thence North 00°16'36" East, 375.00 feet along said Easterly right of way line to the Point of Beginning;

Situate in the City of Medical Lake, County of Spokane, State of Washington.

PARCEL II: Phase III

Tract of land in located in the Southwest quarter of Section 8, Township 24 North, Range 41 East, W.M., being more particularly described as follows:

COMMENCING of the West quarter corner of said Section 8, thence South 00°16'36" West, along the Westerly line of said Southwest quarter, 306.01 feet; thence South 89°51'37" East, 360.08 feet to the Point of Beginning; thence South 89°51'37" East, 173.92 feet; thence North 00°16'33" East, 135.00 feet; thence South 89°51'37" East, 80.00 feet; thence South 37°27'54" East, 544.55 feet; thence South 04°30'53" East, 135.93 feet; thence South 78°46'49" West, 85.97 feet; thence South 11°05'19" East, 50.00 feet to a nontangent curve, the radius point of said curve being South 11°13'11" East, 20.00 feet; thence Southwesterly along said curve, 31.11 feet through a central angle of 89°07'25"; thence South 78°03'05" West, 50.02 feet to a nontangent curve the radius point of said curve being South 79°43'34" West, 20.00 feet; thence Northwesterly along said curve, 31.75 feet through a central angle of 90°57'25"; thence South 78°46'49" West, 99.73 feet to a point of intersection with the Southerly right of way line of Tara Lee Avenue and the Northeasterly boundary of Fox Ridge Subdivision Phase I as recorded under Auditor's File No. 4665677; thence Northwesterly along said Northeasterly boundary the following three (3) courses; (1) North 11°13'11" West, 50.00 feet; (2) North 24°15'10" West, 156.91 feet; (3) North 37°14'42" West, 432.07 feet to the Point of Beginning;

Situate in the City of Medical Lake, County of Spokane, State of Washington

Said tract of land is located in the Southwest Quarter of Section 8, Township 24 North, Range 41 East, W.M., City of Medical Lake, Spokane County, Washington being more particularly described as follows:

Commencing at the West Quarter Corner of said Section 8 thence S00°16'36"W along the westerly line of said Southwest Quarter, 306.01 feet; thence S89°51'37"E, 30.00 feet to a point on the easterly right of way line of Graham Road, said point being the Point of Beginning; thence S89°51'37"E, 330.08 feet; thence S37°14'42"E, 432.07 feet; thence S24°15'10"E, 156.91 feet; thence S11°13'11"E, 50.00 feet; thence S78°46'49"W, 4.33 feet; thence S09°50'12"E, 90.03 feet; thence S78°46'49"W, 119.74 feet; thence S08°56'11"E, 27.01 feet; thence S81°03'49"W, 50.00 feet; thence S78°46'49"W, 252.83 feet; thence N89°43'24"W, 139.78 feet; thence N00°16'36"E, 31.81 feet; thence N89°40'44"W, 130.00 feet to a point on said right of way line; thence N00°16'36"E, along said right of way line, 700.15 feet to the Point of Beginning containing 389,965 square feet, or 8.95 acres.

Utility easements as shown on the herein described plat are hereby dedicated to the serving utility companies for the 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 same.

The public water system, pursuant to the water plan as approved by the local fire protection district, and City of Medical Lake, shall be installed within this subdivision, furthermore; the applicant shall provide for individual domestic water service and fire protection to each lot prior to sale of each lot and prior to issuance of a building permit for each lot.

Use of private wells and water systems is prohibited

Use of individual on-site sewage disposal systems shall not be authorized.

Any building that is constructed on a lot in this Plat of FOX RIDGE SUBDIVISION PHASE I 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 consist of a minimum slope of 2% away from the building for a distance of at least 10 feet from the building. 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. The approved drainage facility shall be constructed in accordance with the approved plans on file at the City of Medical Lake. Any revisions to the approved drainage plans must be approved by the City of Medical Lake prior to construction.

The maximum allowable driveway approach slope shall be eight percent (8%) unless otherwise approved by the public works director.

Lot 1, Block 1 and Lots 1-8, Block 2 are approved as a Residence Division in accordance with Medical Lake Municipal Code, Chapter 15.34. This approval allows one detached single family residence to be placed on each lot platted herein conforming to the following Development Standards:

1. Each dwelling unit shall have individual utility connections to Wilcox Street.
2. Each dwelling unit shall have direct access to its associated yard areas and Wilcox Street.
3. Residential setbacks shall conform to setbacks for single family residences in the R-2 zone.
4. No duplex may occupy a single platted lot

Lot 1, Block 1 and Lots 1 through 7, Block 2 are subject to a 5 foot wide fence and landscaping easement adjacent to the Graham Road right of way. Said lot owners shall grant access to the Fox Ridge Homeowners Association for maintenance and repair of said fence and landscaping



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Page: 1 of 3
11/20/2002 11:48A
Spokane Co, WA

When Recorded, Return to:

John M. Riley III
Witherspoon, Kelley, Davenport & Toole, P S.
1100 U.S. Bank Bldg.
422 W. Riverside
Spokane, WA 99201
(509) 624-5265

**FIRST AMENDMENT TO DECLARATION
OF
COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
FOX RIDGE**

WHEREAS, on February 4, 2002, the Declaration of Covenants, Conditions and Restrictions for Fox Ridge ("Declaration") was recorded with the Spokane County Auditor, under Auditor's File No. 4685527; and

WHEREAS, a subsequent phase of the preliminary plat of Fox Ridge, Phase II, ^{+III} has been platted and Declarant desires to add the same to the Declaration.

NOW, THEREFORE, the Declarant does hereby amend the prior Declaration in the following particulars:

1. Exhibit "A" of the Declaration is amended to read as the Exhibit "A" attached to this First Amendment.

2. All other terms and conditions of the Declaration, and any prior Amendments thereto, shall remain in full force and effect, except as modified and as added to by this Amendment.

DATED this 19 day of Nov, 2002.

DECLARANT:

A & K DEVELOPMENT, INC.

By: [Signature]
Jeff Amistoso
Title: Pres

When Recorded, Return to:

John M. Riley III
Witherspoon, Kelley, Davenport & Toole, P.S.
1100 U.S. Bank Bldg
422 W. Riverside
Spokane, WA 99201
(509) 624-5265



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Page: 1 of 4
08/05/2004 03:02P
Spokane Co., WA

**SECOND AMENDMENT TO DECLARATION
OF
COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
FOX RIDGE**

WHEREAS, on February 4, 2002, the Declaration of Covenants, Conditions and Restrictions for Fox Ridge ("Declaration") was recorded with the Spokane County Auditor, under Auditor's File No. 4685527; and

WHEREAS, Declarant recorded a First Amendment to Declaration of Covenants, Conditions and Restrictions for Fox Ridge ("First Amendment") on November 20, 2002 under Spokane County Auditor's File Number 4804526, to add subsequent phases II and III of the preliminary plat of Fox Ridge to the declaration; and

WHEREAS, a subsequent phase of the preliminary plat of Fox Ridge, Phase IV, has been platted and Declarant desires to add the same to the Declaration.


NOW, THEREFORE, the Declarant does hereby amend the prior Declaration in the following particulars:

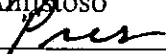
1. Exhibit "A" of the Declaration is amended to read as the Exhibit "A" attached to this First Amendment.
2. All other terms and conditions of the Declaration, and any prior Amendments thereto, shall remain in full force and effect, except as modified and as added to by this Amendment.

DATED this 5 day of Aug., 2004.

DECLARANT:

A & K DEVELOPMENT, INC.

By: 
Jeff Amistoso

Title: 



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Page: 3 of 4
02/05/2004 03:02P
Spokane Co, WA

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Page: 25 of 26
02/04/2002 12:38P
Spokane Co, WA

EXHIBIT "A"

That portion of the Southwest Quarter of Section 8, Township 24 North, Range 41 East, W.M. described as follows:

Commencing at the Southwest corner of said Section; thence $N00^{\circ}16'36''E$ along the West line of said Section, 984.64 feet; thence $S89^{\circ}43'24''E$, 30.00 feet to the East right-of-way line of Graham Road, said point being the point of beginning; thence $N00^{\circ}16'36''E$ along said right-of-way line, 1380.03 feet; thence $S89^{\circ}51'37''E$, 484.00 feet; thence $N00^{\circ}16'33''E$, 115.00 feet; thence $S89^{\circ}51'37''E$, 100.00 feet; thence $S37^{\circ}27'54''E$, 544.55 feet; thence $N78^{\circ}46'49''E$, 385.07 feet; thence $S00^{\circ}16'08''W$, 373.28 feet; thence $N89^{\circ}44'17''W$, 300.21 feet; thence $S00^{\circ}14'21''W$, 399.96 feet; thence $N89^{\circ}43'41''W$, 120.13 feet; thence $S00^{\circ}15'23''W$, 210.07; thence $S52^{\circ}21'52''W$, 723.06 feet; thence $N89^{\circ}38'21''W$, 163.58 feet to a point on a non-tangent curve concave northeasterly, the radius point of said curve being $N50^{\circ}19'52''E$, 560.00 feet; thence northwesterly along said curve, an arc distance of 315.53 feet; thence $N89^{\circ}43'24''W$, 15.00 feet to the point of beginning, containing 33.96 acres, more or less.



LEGAL DESCRIPTION
PROPOSED FOX RIDGE SUBDIVISION PHASE 4
June 1, 2004

KNOW ALL MEN BY THESE PRESENTS, that A & K Development Inc., the undersigned corporate owner of the land in fee simple, and encumbrances of the land hereby platted into lots, blocks and streets, hereby declare this plat and dedicate(s) with their free consent and in accordance with their desires to the use of the public forever, all streets and easements or whatever public property there is shown on the plat and the use thereof for any and all public purposes; also, the right to make all necessary slopes for cuts or fills upon the lots, blocks, tracts, etc., shown on this plat in the reasonable original grading of all streets, shown hereon.

A parcel of land located in the Southwest Quarter of Section 8, Township 24 North, Range 41 East, W.M., City of Medical Lake, Spokane County, Washington being more particularly described as follows:

Commencing at the West Quarter Corner of said Section 8; Thence S00°16'36"W, 1381.10 feet along the westerly line of said Southwest Quarter; Thence S89°43'24"E, 45.00 feet to the easterly right of way line of Graham Road as dedicated in Fox Ridge Subdivision Phase 2 per Auditor's Instrument Number 4804524 on file at the Recorder's Office, Spokane, Washington, said point also being the **TRUE POINT OF BEGINNING**; Thence the following seven (7) courses along the southerly boundary line of said Fox Ridge Subdivision Phase 2; 1.) S89°40'44"E, 115.00 feet; 2.) S84°02'51"E, 50.25 feet; 3.) N83°57'06"E, 115.36 feet; 4.) N17°16'48"W, 81.03 feet; 5.) N75°07'36"E, 96.02 feet; 6.) N36°25'41"E, 116.70 feet; 7.) N10°38'16"W, 168.37 feet to the southerly boundary line of Fox Ridge Subdivision Phase 1 per Auditor's Instrument Number 4665677 on file at the Recorder's Office, Spokane, Washington; Thence the following four (4) courses along said southerly boundary line; 1.) N78°46'49"E, 120.09 feet; 2.) N81°03'49"E, 50.00 feet; 3.) N08°56'11"W, 27.01 feet; 4.) N78°46'49"E, 112.80 feet; Thence S05°26'15"E, 160.82 feet; Thence S24°34'15"E, 227.31 feet; Thence S61°43'35"W, 95.54 feet to a point on a non-tangent curve concave to the southwest, with the radius point being S61°43'35"W, 550.00 feet; Thence southeasterly along said curve, an arc length of 7.07 feet; Thence S62°44'52"W, 182.25 feet; Thence S52°21'52"W, 349.00 feet; Thence S74°50'29"W, 90.36 feet; Thence S00°16'36"W, 10.00 feet; Thence N89°43'24"W, 50.00 feet to a point on a non-tangent curve, concave to the east, with the radius point being S89°43'24"E, 130.00 feet; Thence southerly along said curve an arc length of 5.06 feet; Thence S78°04'31"W, 109.93 feet to the said easterly right of way line of Graham Road as dedicated per Auditor's Instrument Number _____ on file at the Recorder's Office, Spokane, Washington, said point also being a point on a non-tangent curve concave to the northeast, with the radius point being N78°04'23"E, 560.00 feet; Thence along said easterly right of way line of Graham Road the following two (2) courses; 1.) Along said curve an arc length of 44.39 feet; 2.) N00°16'36"E, 284.85 feet to the **TRUE POINT OF BEGINNING**.

Said tract of land contains 5.98 Acres, more or less.

Subject to right-of-ways, easements or other related documents of record.