



**RESTATED
DECLARATION OF COVENANTS, CONDITIONS,
AND RESTRICTIONS OF DESERT AIRE OWNERS
ASSOCIATION**

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Restated Declaration of Covenants, Conditions, and Restrictions of the Desert Aire Owners Association

WHEREAS, the original Declarant, DESERT AIRE ASSOCIATES, a Washington limited partnership, developed certain real property situated in Grant County, State of Washington, into a subdivision commonly known as "Desert Aire"; and

WHEREAS, said Declarant established a general plan for the development of Desert Aire and pursuant thereto adopted a Declaration of Covenants, Conditions, and Restrictions affecting all property within Desert Aire, which Declaration was recorded in the office of the Auditor of Grant County, Washington, including all amendments thereto; and

WHEREAS, the members of the Desert Aire Owners Association have determined that said Declaration, as amended, is in need of a comprehensive revision; and

WHEREAS, the members of the Desert Aire Owners Association have adopted this Restated Declaration pursuant to Article 12 of said Declaration;

NOW, THEREFORE, the members of the Desert Aire Owners Association hereby establish and declare that the hereinbefore-described real property shall be subject to these Restated Covenants, Conditions, and Restrictions.

Article 1 Definitions

1.01 "Architectural Committee" shall mean and refer to the Architectural Committee appointed by the board of directors pursuant to the Association's bylaws.

1.02 "Architectural Regulations" shall mean and refer to the Architectural Regulations of Desert Aire Owners Association, as amended.

1.03 "Articles of Incorporation" shall mean the Articles of Incorporation for Desert Aire Owners Association, as amended.

1.04 "Assessment" shall mean all sums including dues chargeable by the Association against a lot within Desert Aire including, without limitation: (a) regular and special assessments for common expenses, charges, and fines imposed by the Association; (b) interest and late charges on any delinquent account; and (c) cost of collection, including reasonable attorney's fees, incurred by the Association in connection with the collection of a delinquent owner's account. Dues are per membership and assessments are per lot.

1.05 "Association" shall mean and refer to Desert Aire Owners Association, a Washington non-profit corporation.

1.06 "Board of Directors" shall mean the Association's board of directors.

1.07 "Bylaws" shall mean the amended bylaws of the Association.

1.08 "Common Areas" shall mean all real property owned by the Association for the common use and

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enjoyment of the owners as shown on the recorded plats comprising of Desert Aire and shall include, but not be limited to, the swimming pools, parks and playgrounds, beach areas, wharves and docks, clubs and club houses, golf courses, open areas, access roads, and all other areas within Desert Aire which are open to use by any member of the Association, including his/her family and guests.

1.09 "Common Expenses" shall mean expenditures made or financial liabilities incurred by the Association, together with any allocations to reserves, in the exercise of its powers under these covenants and the law.

1.10 "Declaration" shall mean this Restated Declaration of Covenants, Conditions, and Restrictions, as amended.

1.11 "Desert Aire" shall mean subdivision commonly known as "Desert Aire" situated within and upon the real property described in this Declaration.

1.12 "Dues" shall mean those sums, including annual assessments, chargeable by the Association to members and their lots to pay its annual operating expenses.

1.13 "Lot" shall mean a platted parcel of real property situated within Desert Aire other than property owned by the Association.

1.14 "Member" shall mean any person who is a member of the Association under the Articles of Incorporation and this Declaration.

1.15 "Owner" shall mean the owner or owners of a lot situated within Desert Aire, but does not include a person who has an interest in a lot solely as security for an obligation. "Owner" also means the vendee, not the vendor, of a lot being purchased under a real estate contract.

1.16 "Public Services" shall mean and refer to those services normally rendered for the peace, safety and protection of persons residing within Desert Aire, including police and fire protection, common areas, street lighting, domestic water service, sewage disposal, and garbage disposal.

1.17 "Recreational Vehicle" means a vehicular type unit primarily designed for recreational camping, travel, or seasonal use, which has its own motor power or is mounted on or towed by another motor vehicle. A recreational vehicle includes, but is not limited to, a travel trailer, folding camp trailer, truck camper, or motor home.

1.18 "Utilities" shall mean and refer to domestic water service, sewage disposal, and garbage disposal.

Article 2 Common Areas

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Every owner shall have the right and easement of enjoyment in and to the common areas, which shall be appurtenant to and shall pass with the title to every lot, subject to the following:

2.01 The right of the Association to charge reasonable admission and other fees for the use of any recreational facilities situated within the common areas; and

2.02 The right of the Association to suspend an owner's right to use the recreational facilities for any infraction of its published rules and regulations in respect to the use thereof.

2.03 Lot owners wishing to use, modify, change, alter, or improve the common area adjacent to their property must follow the rules below. A written application with a drawing or map describing the proposed change must be submitted to the Architectural Committee for approval. Approval must be obtained before any changes are made. The Architectural Committee may develop a mandatory application form, which must be used by all applicants. The signatures of approval for the proposed change constitute a License Agreement between the applicant and Desert Aire Owners Association to make the approved changes to Desert Aire owned common ground. The owners shall not be permitted to place or store structures, sheds, decks, patios, vehicles, gardens, garbage, compost heaps or access roads within the common areas. In addition, the owners shall not be permitted to store personal property upon or pave the common areas. The Architectural Committee may, but shall not be required to, approve an owner's application for authorization to modify, change, alter, or improve the common area within 10 feet of the rear lot line of the owner's lot to reduce fire danger to property improvements through the removal of weeds and/or, in compelling circumstances, native growth. The Architectural Committee may authorize changes to common areas between golf course lots and the golf course, for the purpose of constructing a single lane golf cart path to the golf course, including the clearing of weeds and the placing of gravel. (Owners making approved changes to a common area assume all responsibility for said changes, maintenance of the modified area, and agree to hold the Desert Aire Owners Association, its officers and employees, harmless from any claim for damages resulting from said changes. (6/28/08)

If the Architectural Committee denies an application for changes, the owner may appeal directly to the Association Board within 30 days of the committee's denial. The Association shall retain full ownership of all common areas, shall have the right to enter upon and use the modified common areas, and shall have the right to terminate the License Agreement and exert control over the modified common areas if the Association deems it necessary to do so. Violations to this requirement may result in the property owner having to return the common ground to its original condition or may result in other legal action as specified by the Association Board of Directors. (6/25/05)

2.04 No vehicles or other private property may be stored for sale, sold, or advertised for sale on Desert

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Aire owned property without the prior approval of the Desert Aire Board of Directors. This prohibition includes the parking area owned by the association on the north side of Desert Aire Drive adjacent to the church. (6/28/08)

Article 3 Protective and Restrictive Covenants

3.01 The following protective and restrictive covenants shall apply throughout Desert Aire:

3.02 Conformance to Plat and Laws: All structures erected on any lot within Desert Aire shall strictly conform (a) to the plats comprising Desert Aire as recorded in the office of the Auditor of Grant County, Washington, (b) to Grant County zoning ordinances and regulations, and (c) to the Architectural Regulations insofar as type of structure and use are concerned. No non-conforming structures or uses shall be permitted within Desert Aire.

3.03 Easements: Easements and rights-of-way have been expressly established for the placement, construction, maintenance, and replacement of utilities throughout Desert Aire, examples being gas, water, telephone, electricity, and sewer lines. Such easements or rights-of-way are shown on the face of the recorded plats comprising Desert Aire.

3.04 Building Plans: Plans and specifications for all structures must be first submitted to the Architectural Committee appointed by the board of directors of the Association pursuant to the Association's bylaws for review pursuant to this Declaration and the Architectural Regulations.

3.05 Signs: (a) No sign of any kind shall be placed or posted upon any lot within Desert Aire without the written approval of the board of directors, or its duly authorized agent, except a professional sign of not more than one (1) square foot; a "For Sale", "Open House", "For Rent" or "Garage Sale" sign not exceeding two (2) feet by three (3) feet in size; or signs used by a builder to advertise the property during the construction and sales period. Signs in commercial or mixed commercial zones advertising approved businesses shall be permitted, subject to securing the prior approval of the board of directors of its design, size, and location. This restriction shall not apply to signs used in connection with the marketing and developing of lots in Desert Aire.

(b) Signs advertising events such as garage sales, political parties or candidates or similar, or community type events must be removed within three (3) days following the event. Real estate signs advertising a piece of property for sale or rent, must be removed within three (3) days of the property transaction closing. Builder or contractor signs must be removed within one (1) month of the property being occupied by the customer.

3.06 Animals and Pets: Property owners of Desert Aire may keep household pets subject to Grant County Zoning Ordinances. **Note:** Grant County enforces the dog leash law. Dogs must be kept in a secure fenced yard, house, vehicle, or on a leash. Dogs running free will be picked up by the Grant County

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Animal Control Officer (see Grant County Code, Title 9.06 Dog Control). No domestic barnyard animals or fowl of any kind shall be kept within the confines of Desert Aire with the exception of domestic rabbits kept as pets. No animals may be butchered or rendered outside of an enclosed area such as a home or garage within the confines of Desert Aire.

3.07 Fences and Hedges: No fence or hedge shall be erected or maintained within Desert Aire which unreasonably restricts or blocks the view from an adjoining lot or which materially impairs the continuity of the general landscaping of Desert Aire. See also Section 2.10 (e) of the Architectural Regulations.

3.08 Autos, Trucks, and Trailers: Autos, Trucks, and trailers shall not be parked on the streets, alleys, or rights-of-way or in the common areas in such manner as to obstruct the free flow of traffic or create a traffic hazard.

3.09 Care and Appearance of Lot: Each owner shall maintain the landscaping on his/her lot in a neat, clean, and attractive condition. This includes keeping the grass and weeds cut, the shrubbery pruned, the removal of dead trees, shrubbery and plants, and the control of noxious weeds. Each owner shall also maintain the exterior of all structures and other improvements on his/her lot in a good state of repair and condition, including decks, fences, driveways, and walkways.

3.10 Scenic Views: It is important that lot owners restrict the height of structures and other improvements on their premises and also the height of trees, shrubs, or other vegetation growing thereon such that the scenic view of other lot owners shall be preserved to the greatest extent reasonably practical.

3.11 Recreational Vehicles: The use and parking of recreational vehicles is governed by the rules and regulations contained in the ordinances of Grant County, which are enforced by Grant County. DAOA assumes no responsibility for enforcing Grant County codes with respect to the use and parking of recreational vehicles. (6/22/02)

3.12 Architectural Regulations: The use and improvement of all lots within Desert Aire shall be subject to the Architectural Regulations. The Architectural Committee is authorized and empowered to implement and enforce these Regulations with approval of the Association's board of directors as set forth therein.

Article 4 Owners Association Membership

4.01 Association: There has been heretofore formed a Washington non-profit corporation known as Desert Aire Owners Association. It shall have all of the powers set forth in RCW 24.03.035 and RCW Chapter 64.38. The purpose of the Association shall be to serve as the instrumentality and association of lot owners within Desert Aire to provide (or contract to provide) for common services and benefits

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contemplated by this Declaration. In addition, the Association shall be responsible for implementing and enforcing the bylaws, this Declaration, and the Architectural Regulations.

4.02 Member Defined: Every owner of a lot within Desert Aire shall be deemed to be a member of the Association and shall have one vote for all Association business regardless of the number of lots owned by him/her or regardless of the number of persons who own a lot. The interest of each member shall be equal to that of every other member. No member may acquire an interest, which will entitle him/her to any greater voice, vote or authority in the Association than any other member. A member's voting rights shall be as set forth in the bylaws.

Article 5 Dues/Assessments

5.01 Power to Levy Dues/Assessments: The Association shall have the power to levy dues/assessments against the owners and their lots for the purposes hereinafter set forth and to enforce payment thereof as provided herein.

5.02 Type of Assessments and Purposes: The assessments herein provided for shall consist of the following classes:

(a) Capital Purchase Assessments are accumulated in trust over a stipulated period of time or may be levied only in a particular year or over an extended period of years and are to be used for the purpose of constructing, installing, replacing or improving certain capital improvements, as set forth herein, or for repaying any loan incurred to pay the cost thereof.

(b) Annual Dues/Assessments are collected on a monthly or other periodic basis and are imposed to pay the Association's annual operating costs, including the costs incurred by it for the maintenance and repair of the common areas and all facilities owned by the Association, and the cost of all services provided by the Association. Such assessments shall additionally include reasonable amounts as a reserve for obsolescence and depreciation.

(c) Special Assessments are imposed upon an individual lot owner and his/her lot by reason of any special services rendered such owner's lot by the Association pursuant hereto.

(d) Emergency Assessments are imposed when necessary by reason of a common disaster or other exigent necessity.

5.03 Rate of Assessment: All assessments herein provided for, except for special assessments, shall be assessed against all lots within Desert Aire, and within each use category (e.g. residential, commercial, etc.) they shall be uniform; provided, however, that if a lot is used for a commercial use which requires a greater than normal use of Association services, the assessment for that particular lot may be increased as the board of directors shall determine.

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5.04 Collection of Assessment: Unless otherwise provided herein, assessments may be collected on a monthly, quarterly, semi-annual or annual basis, as the board of directors shall determine.

5.05 Assessment Lien: In the event that any assessments, including special assessments, are not timely paid, they shall be secured by a lien against the lot of the defaulting owner and shall bear interest at the rate of eighteen percent (18%) per annum from the date assessed until the date paid; plus, a service charge of five dollars (5) per month from the date assessed for any assessment greater than sixty (60) days old; provided, however, that no assessment shall bear interest if it is paid within thirty (30) days of being billed to the owner by the Association. The lien in favor of the Association securing said assessments shall constitute a first and prior lien except for prior recorded mortgages/deeds of trust and any lien for real estate taxes and assessments.

Article 6 Combined Utility Capital Fund

6.01 Water and Sewer Services: The Association shall own and operate a community water system for the benefit of all lots within the utility service boundary. It shall also operate a community sanitary sewer system when the same becomes necessary or required. To pay the cost of developing and constructing such systems, there is hereby established a Combined Utility Capital Fund ("Fund") which shall be used to:

- (a) Expand upon, or replace the existing water system; and/or
- (b) Construct a community sanitary sewage disposal system whenever necessary or required.

6.02 Timing and Amount of Assessments: Commencing with the first collection of assessments for the Combined Utility Capital Fund, there shall be assessed against each lot owner the sum of forty-five dollars (\$45) per year for fifteen (15) years; provided, however, that an owner shall be given a credit for any such assessments paid prior to the establishment of the Fund. Assessments shall be levied as follows:

6.03 As of 1999, the annual assessment for each unsold lot not previously assessed is one hundred seventy eight dollars and thirty four cents (\$178.34) per year. Once the assessment of a lot commences, the assessment will remain fixed for the remainder of the fifteen (15)-year payment period. However, the annual assessment for any unsold lots will be reviewed in March of each year and may be increased by the board of directors, in its discretion, based upon any increase in the Consumer Price Index during the preceding year. This adjustment will apply only to lots purchased after April 1st of each year.

6.04 All owners who purchase an unsold lot within twelve (12) calendar months from the date of the filing of the final plat of a division within Desert Aire shall commence paying such annual assessments on the first day of the thirteenth (13th) calendar month following the month in which the final plat is filed for record in the office of the Auditor of Grant County, Washington. For the purpose of this section all unsold lots located within any platted subdivision, standing in the name of the Desert Aire Associates, including its successors, shall be subject to assessments and the payment thereof at the times and in the

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manner stated herein.

6.05 Additional Assessments: The assessment of each lot for a period of fifteen (15) years shall create the initial Combined Utility Capital Fund for the water and sewer systems. If the board of directors determines such Fund is in need of additional funds, it shall cause a vote of the membership of the Association to be taken on the question of whether an additional assessment shall be made against each lot for a specific number of years and in a specified amount. Any additional assessment shall require a two-thirds (2/3rds) affirmative vote of the membership voting at the annual meeting or a special meeting called for that purpose.

6.06 Transfer of Assessment: The initial fifteen (15) year assessment levied upon each lot pursuant to this Article 6 shall be appurtenant to each lot such that, upon the sale thereof, the monies already collected in satisfaction of such assessment shall remain a credit against the balance due thereon.

6.07 Management of Fund: The Association, through its board of directors, shall appoint a Utilities Investment Committee to invest and reinvest all monies paid to the Combined Utility Capital Fund in such manner, as the committee deems prudent. The committee shall maintain full and complete records of all such monies in accordance with RCW 64.38.045, which shall be maintained at the Association's office. An annual financial report shall be furnished to the members of the Association at the annual meeting in accordance with generally accepted accounting principles.

6.08 Connection Charges - Service Charges: The Association, through its board of directors, shall establish charges for connection to the Association's water and/or sewer systems. The Association shall also establish charges related to the providing of water and/or sewer service to the various lots, whether on the basis of use or on the basis of availability of the service to the lots.

6.09 Administrative Overhead: The administrative charges against this Fund will be only such expenses as are incurred by the Association for office expense, legal fees, and other charges relating directly to the Fund.

6.10 Expenditures of Monies: Funds from the Combined Utility Capital Fund shall be available for use by the Association for capital expenditures related to the community water and/or sewer system; provided, however, that all such expenditures must first be approved by a two-thirds (2/3rds) affirmative vote of the members at either the annual meeting or special meeting called for that purpose.

6.11 Individual Sewage Disposal Systems: Until such time as the state Department of Social & Health Services, state Department of Ecology, or the Grant County Health District shall require the construction of a community sanitary sewer system, each owner wishing to construct a habitable structure upon his/her lot shall comply with all requirements of the Grant County Health District and shall install a septic

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sewage disposal system or such other sewage disposal system as may be approved by the health district. No open privies or other open sewage disposal systems shall be allowed within Desert Aire, except that portable toilets may be used during the construction of a residence or other building on a lot. Each lot owner who installs an individual sewage disposal system shall maintain such system in compliance with the rules and regulations of the Grant County Health District. In the event a lot owner fails to repair a defective or non-conforming individual sewage disposal system within five (5) days following written notice from the Association, the Association shall cause said system to be repaired with funds from the Combined Utility Capital Fund. The cost of such repairs shall become an assessment lien against the offending owner's lot, which assessment shall be immediately due upon mailing or delivery of notice thereof to the owner and shall be subject to collection and enforcement as provided herein for other assessment liens.

Article 7 Utilities, Garbage Disposal

7.01 Garbage Assessments: The Association may provide for the collection and disposal of garbage and refuse. This may be done either through contracts with third parties or by the Association. Such services shall be provided upon such terms and conditions and for such prices as the board of directors may deem reasonable. No contract for the collection and disposition of refuse and garbage shall be entered into by the Association with a third party contractor unless he/she/it is certified and licensed to provide such services.

7.02 Time for Payment of Assessments: Assessments levied or charges made pursuant to Section 7.01 above shall be collectible and enforceable as provided herein for the collection and enforcement of other assessments.

Article 8 Common Areas, Services and Facilities

8.01 Community Swimming Pool: The Association may operate and maintain all community swimming pools.

8.02 Common Areas: Common areas have been set aside within Desert Aire for the uses described in Section 1.08 above. The Association shall be empowered to charge reasonable user fees for the use of such areas, especially where the facility is of a type that only can be used by a limited number of persons.

Article 9 Reserves

Depreciation and Obsolescence: Wherever herein it is provided that the Association may levy and collect an assessment for any of the several enumerated purposes, such assessment may include therein, at the discretion of the board of directors, a reasonable amount as a reserve for depreciation and obsolescence;

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for needed capital improvements, including their repair and replacement; and for any of the public services, facilities, or utilities which the Association may furnish or cause to be furnished. To this end, accounts shall be established into which shall be paid from time to time such funds as the board of directors shall designate, the same to be accumulated for the aforementioned purposes. Such accumulation shall be invested by the treasurer at the direction of the board of directors and shall be subject to the record keeping and reporting requirements set forth in Section 6.05 above.

Article 10 Conditions, and Restrictions Appurtenant

10.01 Binding Effect: All of the covenants, conditions and restrictions, and all the obligations set forth herein shall be deemed appurtenant to and run with the real property described in Exhibit "A" attached hereto and shall be binding upon and inure to the benefit of the owners of all lots within Desert Aire, including their families, guests, invitees, and tenants and also including their heirs, personal representatives, successors, and assigns.

10.02 Jointly and Severally Enforceable: All of the covenants, conditions, and restrictions and all of the obligations contained herein shall be binding upon all lot owners, jointly and severally.

10.03 Enforcement: If any owner, including a tenant, should violate these restrictive covenants and does not cure the violation upon ten (10)-days written notice from the board of directors, an action to enjoin such violation may be commenced in the Grant County Superior Court. This remedy shall be in addition to the other enforcement remedies set forth herein, including those provided for in Article 13, and the enforcement remedies set forth in the Architectural Regulations.

Article 11 Notices

All notices given pursuant to this Restated Declaration shall be in writing and may be delivered or mailed. If mailed, they shall be sent by return receipt certified mail to the owner's or other recipients address as contained in the records of the Association and if there is no address in said records, then to such person's last known address.

Article 12 Amendment

This Restated Declaration may be amended at any annual or special meeting of the Association called for that purpose by the approving vote of not less than sixty-six and two-thirds percent (66 2/3%) of the members voting at any duly called meeting.

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Article 13 Attorney's Fees, Court Costs, and Venue

In any action brought by the Association against any lot owner, including a tenant, to enforce any covenant, condition, or restriction or any obligation herein contained, the prevailing party shall be entitled to recover, his/her/its reasonable attorney's fees, in addition to other costs allowed by law, and the venue for such action shall lie in Grant County, Washington.

Article 14 Supersede Prior Declaration

This Restated Declaration shall supersede in its entirety the previously recorded Declaration of Covenants, Conditions, and Restrictions for the above-described real property and for Desert Aire effective upon the adoption and recording hereof by the Association.

IN WITNESS WHEREOF, the undersigned, being the president and secretary of the Desert Aire Owners Association, hereby declare that on the 24th day of June, 2000 at which a quorum of the members of the Association were present, this Restated Declaration of Covenants, Conditions, and Restrictions was approved by a sixty-six and two-thirds percent (66-2/3%) or more of those present in person or by mail.

ADOPTED this 24th day of June 2000

AMENDED this 22nd day of June 2002

AMENDED this 25th day of June 2005

AMENDED this 23rd day of June 2007

AMENDED this 28th day of June 2008

President

ATTEST:

Secretary