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Restated

Declaration of Covenants, Conditions and Restrictions

June 28, 2025

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DESERT AIRE OWNERS ASSOCIATION



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Restated Declaration of Covenants, Conditions and
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Desert Aire Owners Association

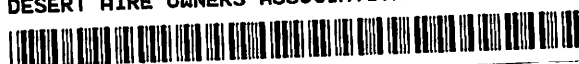
Grantee:

The Public

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

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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 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, greenbelts, 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.



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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

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 recommend approval of an owner's application and Licensing Agreement for authorization to modify, change, alter, or improve the common area within 10 feet of the owner's lot to reduce fire danger to property improvements through the removal of weeds, native growth and the placing of 5/8 minus gravel, for dust control. This area cannot be used for personal use and/or the placement of anything other than 5/8 minus gravel. The Architectural Committee may recommend approval for an application and Licensing Agreement for changes to the common areas between golf course lots and the golf course, for the purpose of constructing a six-foot-wide, single lane golf cart path to the golf course, including the clearing of weeds native growth, and the placing of 5/8 minus gravel for dust control. (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 recommends a denial for changes, the owner may appeal directly to the Association Board within 30 days of the committee's recommendation. 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 Aire owned property without

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includes the parking area owned by the Association on the north side of Desert Aire Drive adjacent to the church. (6/28/08)

2.05 No fires shall be permitted on Common Area. This includes, but is not limited to, the burning of weeds, shrubs, dead trees and plants, garbage, or grass. When allowed by the County, burning shall take place on the member's private property only. (6/25/2011)

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) All signs, of any kind, posted or placed upon any lot within Desert Aire must have the prior written approval of the Board of Directors or its duly authorized agent. Signs "For Rent," "Open House," "For Sale," "Garage Sale" or similar events shall not exceed 1 ½ feet by 1 ½ feet. Professional designed and produced signs advertising businesses authorized and licensed to operate within the zoning designation for Desert Aire (valid Grant County license must be provided) and signs used by a builder to advertise the property during construction and sales period or signs for political parties or candidates or community type events shall not exceed two (2) feet by three (3) feet. Signs in commercial or mixed commercial zones advertising business shall be permitted, subject to the approval of the Board of Directors. Signs are not permitted in designated green belt or in right of way areas. (06/22/2019)
- (b) Signs advertising events such as "Garage Sale," political candidates, community events, or similar situations must be removed within three (3) days of the event. Real Estate advertising property for sales or rent must be removed within three (3) days of the transaction closing. Builder or contractor signs must be removed within seven (7) days of the property being occupied by the customer. (06/22/2019)

3.06 Animals and Pets: Property owners of Desert Aire may keep household pets subject to Grant County.

- (a) 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 Animal Control Officer (see Grant County Code, Title 9.06 Dog Control).
- (b) 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 or fish 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 c



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3.08 Autos, Trucks, and Trailers:

- (a) 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.
- (b) Commercial vehicles and heavy construction equipment shall not be parked on a residential lot between the hours of 6 p.m. and 6 a.m. unless (1) in support of construction authorized by a valid, current Grant County Building Permit and an approved Desert Aire Architectural Application or (2) prior approval of the Board of Directors and the sole exception would be a backhoe or small tractor being used actively in a landscaping project for a period not to exceed one week. Trucks, trailers, or other vehicles may not be used as storage containers under any circumstance with the exception of during a period of construction authorized as mentioned by a valid Grant County Building Permit and an approved Desert Aire Architectural Application or permission for temporary usage granted by the Board of Directors. (6/26/10) Storage containers made of metal or any other material, including, but not limited to, those designed as ocean, rail, or truck transport containers, are prohibited on all lots except that the Architectural Committee may, upon application to and upon such terms and conditions imposed by the Architectural Committee, allow secure storage containers on specific lots during the construction of dwellings/residences or hangers on such lots, provided, however, that the containers must be removed from the lots with thirty (30) days of the date upon which the first of the following occurs: (1) the construction work for the structure is substantially completed; or (2) the building permit granted by the Architectural Committee expires, terminates, or is revoked. (6/25/2016)

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.

3.13 Allowable businesses in residential zoned properties: Grant County Code specifically governs any business established on any Desert Aire property zoned **RVR-1 or RVR-2** (Rural Village Residential). Types of businesses allowed are spelled out in Title 23 (zoning), Table 5. Examples of businesses specifically prohibited are manufacturing and trucking. See the citation at www.co.grant.wa.us. (6/26/10)

3.14 Variances to the Governing Documents may be granted by the Board for the following:

- (a) the application of the CC&R's would cause an extreme hardship to the lot owner or would deny the lot owner the reasonable use and enjoyment of his or her lot.
- (b) there are special or unique characteristics or circumstances pertaining to the lot that would make the strict application of the CC&R's impracticable or unfeasible. (06/27/2015)



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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 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.

5.04 Enforcement and Collection of Dues/Assessments: Unless otherwise provided herein, assessments may be collected on a monthly, quarterly, semi-annual or annual basis, as the Board of Directors shall determine. In the event any dues or assessments become delinquent after a period of thirty (30) days from the date of billing, the same may be collected, at the option of the Association, as follows:

- (a) Ten (10) days' notice in writing shall be given to the delinquent owner, contract purchaser, and contract vendor to the effect that unless such assessment is paid within ten (10) days of the notice date, water services will be forthwith severed and shall remain severed until such assessment and fines are paid; or binding arrangements are made with the Association. (6/25/2011)
- (b) Collection of such assessment may be made by such lawful method of enforcement, judicial or



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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.

5.06 **Fees:** in the event that any assessments, including special assessments, are not timely paid and a lien has been filed, a lien fee will be assessed to the member per the DAOA Fee Schedule. In the event that a member account is turned over to a collection agency, any associated collection fee charged to the Association will be assessed to the member. (06/22/2019)

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 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



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manner, as reflected in the Investment Committee Rules. Revisions to the Investment Committee rules must be approved, at any annual or special meeting, by the voting members of the Association. (6/26/10)

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.

- (a) Funds may also be available for a one-time replacement of the existing recreation facility that includes the Day Lodge, community pool and fitness facility. Any funds used for this purpose will be replenished over a ten-year time frame. Funds used to complete the project will be replenished with assessments and any other Desert Aire funds or revenue sources deemed appropriate by the Board of Directors. No advance or subsequent membership voting or approval is required prior to Desert Aire's use of CUCF funds to finance the pool replacement.

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 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 there are a large number of persons.



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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; 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: In addition to all other inherent, implied, and express powers and authority of the Association granted, conferred, or recognized by any governing document of the Association and/or by applicable state law, the Association shall have the following powers and authority:

To levy, impose, assess, and collect daily monetary fines up to \$50 per day for each violation according to a daily monetary fine schedule approved by the Board of Directors, as well as interest thereon, against lot owners for violation of the Declaration and Architectural Regulations after the lot owners are furnished with notice and opportunity to be heard by the Board of Directors and a copy of the current daily monetary fine schedule approved by the Board of Directors. Each day in which a violation exists or has existed shall be deemed a separate violation for which a daily monetary penalty may be levied, imposed, assessed, and collected.

To file written liens for and securing the payment of the unpaid monetary fines and interest thereon against the lots of owners who have failed to pay levied, imposed, and assessed daily monetary fines to the Association with 30 days of the date upon which said fines have been levied, imposed and assessed. Said written lien shall be filed for recording with the Grant County Auditor's Office.

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

12.1 The two (2) alternative methods for proposing amendments to this Declaration are as follows:

- (a) Proposed amendments to this Declaration may be proposed by a member-initiated petition signed by at least ten percent (10%) of all of the members of the Association. The petition signed by the requisite number of members must set out the entire proposed amendments to this Declaration and must be submitted to the Association's Board of Directors at least sixty (60) days prior to the meeting of the members in which the proposed amendments will be considered and voted upon by the members of the Association. The Board of Directors may, by motion or Resolution duly adopted by the Board, requires petitions to be submitted to the Board in hard copy and/or on a disc or portable drive in an electronic format at the sole expense of the



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member submitting the petition. The Board may, but shall not be required to, call a special meeting of the members of the Association to consider and vote upon the proposed amendments to this Declaration; or

- (b) Proposed amendments to this Declaration may be proposed, at any time, by the Association's Board of Directors pursuant to a motion or Resolution approving the amendments duly passed by the Board. The Board may, but shall not be required to, call a special meeting of the members of the Association to consider and vote upon the proposed amendments to this Declaration.

If any member proposes amendments to this Declaration based upon a method or procedure other than one of the alternative proposal methods indicated above or upon a motion or other action failing to meet the requirements of at least one of the above alternate proposal methods, the amendments to this Declaration proposed by the member in question shall not be placed on the membership voting ballots and shall not be submitted to the members for their consideration and action.

12.2 Proposed amendments to this Declaration complying with the requirements of one of the alternative proposal methods indicated above shall be submitted to the membership for voting at the next meeting of the members and shall be placed upon the membership voting ballot for the next meeting of the members of the Association, provided, however, that any proposed amendments to this Declaration proposed under the member-initiated petition method which are submitted to the Association's Board of Directors less than sixty (60) days prior to the next meeting of the members shall be submitted to the membership for voting at the meeting of the members which immediately follows said next meeting of the members and shall be placed upon the membership voting ballot for the subsequent meeting of the members of the Association so long as a sufficient petition is submitted to the Association's Board of Directors at least sixty (60) days prior to the subsequent meeting date.

12.3 Amendments to this Declaration properly proposed under one of the alternative methods mentioned above shall be effective upon the approval of the amendments by the affirmative vote of no less than sixty-six and 2/3rds percent (66-2/3%) of the members present, in person or by absentee ballot, at any annual or special meeting of the members of the Association duly called for that purpose in which a quorum of the members is present, in person or by absentee ballot. (6/26/10)

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/it's 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.

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DESERT AIRE OWNERS ASSOCIATION



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

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

AMENDED this 26th day of June, 2010

AMENDED this 25th day of June, 2011

AMENDED this 27th day of June, 2015

AMENDED this 25th day of June, 2016

AMENDED this 23rd day of June, 2018


AMENDED this 22nd day of June, 2019

AMENDED this 25th day of June, 2022


AMENDED this 24th day of June, 2023

AMENDED this 28th day of June, 2025

ATTEST:


Darci Ulin, President

ATTEST:


Mark Pierce, Secretary

State of Washington)

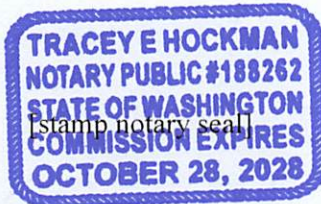
ss.)


County of Grant)

On this 15th day of July, 2025, before me personally appeared Darci Ulin and Mark Pierce to me known to be the President and Secretary, respectively, of Desert Aire Owners Association, a Washington nonprofit corporation, the corporation that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that they were authorized to execute said instrument.

In Witness Whereof I have hereunto set my hand and affixed my official seal the day and year first above written.

DATED: 7/15/2025




Tracey E. Hockman
NOTARY PUBLIC in and for state of Washington,
residing at: Benton County
My commissioner expires: 10/28/2024

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