

When Recorded Please Return To:

J. Craig Barrille
Attorney at Law
PO Box 1189
Deer Park, WA 99006
509-276-7184



5288356
Page: 1 of 49
10/10/2005 02:50P
Spokane Co, WA

Document Title: Declaration of Covenants, Conditions and Restrictions for Mountain View Meadows Owner's Association, Deer Park Golf & Country Club Division Three.

Grantors: Deer Park Golf & Country Club Division Three – Mountain View Meadows Owner's Association. A Washington non-profit Corporation and Warren Developments, Inc., a Washington Corporation.

Grantees: To the Public

Legal Description: Deer Park Golf & Country Club Division 3, a Portion of the W1/2 of Section 36, Township 29 North, Range 42 East Willamette Meridian, City of Deer Park, Spokane County, State of Washington.

APN: A portion of 29365.0049



**DEER PARK GOLF & COUNTRY CLUB DIVISION THREE
MOUNTAIN VIEW MEADOWS**

CITY OF DEER PARK

SPOKANE COUNTY, WASHINGTON

THIS DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS ("Declaration"), is made on this day 10th, October 2005, hereinafter set forth, by Warren Developments Inc. ("Declarant"), a Washington Corporation, with reference to the following facts:

A. Declarant is the owner of that certain subdivision Property consisting of forty (40) residential lots and tract A located in the City of Deer Park, Spokane County, Washington, and known as "Mountain View Meadows", or, more formally, as "Deer Park Golf & Country Club Division-Three". The Property is legally described as follows:

Deer Park Golf & Country Club Division 3,
Portion of W 1/2 of Section 36, Township 29 North, Range 42 East,
Willamette Meridian, Spokane County, State of Washington

Recorded In Auditor File 5288357

B. In addition to ownership of individual Lots, the purchasers will hold a membership in a nonprofit Association of all Owners, known or to be known as Mountain View Meadows Owners Association, which Association may have ownership or easements rights, upon acceptance of the DPG & CC Members, to common areas of the Development Plan, tracts, monuments, monument easements and any landscaped areas constituting the entrance to the Development Plan. Such areas shall be known as Distinct and Non Distinct Common Areas, and may be amended from time to time, and shall be operated and maintained for the benefit of the Owners of all Lots within the Development Plan.

C. Declarant intends by this document to impose upon the Property described herein, mutually beneficial restrictions under a general plan of improvement for the benefit of all of the Lots and the Owners thereof.

D. Declarant hereby declares that the Property 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 subdivision and sale of the Property as a residential community. All of the limitations, covenants, conditions, restrictions, and easements shall constitute covenants and encumbrances 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 right, title, or interest in or to any part of the Property.



TABLE OF CONTENTS

	Page No.
ARTICLE 1	
DEFINITIONS	1
ARTICLE 2	
PROPERTY SUBJECT TO THIS DECLARATION AND ADDITIONS THERETO	4
2.1 The Property	4
2.2 Annexation by Declarant	4
2.3 Procedure	4
2.4 The Development Plan	4
ARTICLE 3	
ASSOCIATION, ADMINISTRATION, MEMBERSHIP AND VOTING RIGHTS	5
3.1 Organization of Association	5
3.2 Duties and Powers	5
3.3 Membership.....	5
3.4 No Implied Golf Privileges	5
3.5 Transferred Membership.....	5
3.6 One Class of Membership; Voting Requirements After Development Period .	5
3.7 Membership Meetings	5
3.8 Board of Managers	5
3.9 Use of Agent	6
ARTICLE 4	
RIGHTS IN COMMON AREA	7
4.1 Common Area	7
4.2 Distinct Common Areas	7
4.3 Non-Distinct Common Areas	7
4.4 Common Expenses	7
4.5 Subdivision and Partition Prohibited	7
4.6 Regulation of Common Area Use	7
4.7 Damage by Member	8
ARTICLE 5	
EASEMENTS AND UTILITIES	9
5.1 Utility and Drainage Easements	9
5.2 Easement for Declarant, AC and Board of Managers	9
5.3 Common Area Easements	9
5.4 Errant Golf Ball Easement	9
5.5 Encroachment and Utility Easements	10
5.6 Utility Services	10
5.7 No View Easement	10
ARTICLE 6	
ARCHITECTURAL COMMITTEE	11
6.1 Prohibition of Alteration and Improvement; Approved Builders	11
6.2 Appointment	11
6.3 Duties	11
6.4 Guidelines; Permits; Fees	11
6.5 Meetings; Compensation	11



6.6	Liability	11
6.7	Development Plans and Approval	12
6.8	Architectural Guidelines	12

ARTICLE 7

ARCHITECTURAL AND LANDSCAPE CONTROL		15
7.1	Sight Distance to Intersection	15
7.2	Drainage Swales	15
7.3	Landscaping	15
7.4	Swimming Pools	15
7.5	Approval of Plans Required	15
7.6	Approval Not Required	16
7.7	Procedure for Approval	16
7.8	Criteria for Approval	17
7.9	Conformity with Approved Plans	17

ARTICLE 8

REPAIR AND MAINTENANCE		18
8.1	Repair and Maintenance Rights and Duties of Association	18
8.2	Repair and Maintenance Rights and Duties of Owners	18

ARTICLE 9

ASSOCIATION MAINTENANCE FUNDS AND ASSESSMENTS		19
9.1	Creation of the Lien and Personal Obligation of Assessments	19
9.2	Purpose of Assessments	19
9.3	Regular Assessments	19
9.4	Extraordinary Assessments	19
9.5	Special Assessments	20
9.6	Golf Assessment	20
9.7	Allocation of Assessments	20
9.8	Date of Commencement of Assessment; Due Dates	20
9.9	Transfer of Lot by Sale or Foreclosure.....	20
9.10	Enforcement of Assessment Obligation; Priorities;	21
9.11	Taxes.....	22

ARTICLE 10

USE RESTRICTIONS		23
10.1	Use of Individual Lots	23
10.2	Lot Maintenance	23
10.3	Refuse and Garbage	23
10.4	Stoves and Fireplaces	23
10.5	Nuisances	23
10.6	Construction Requirements	24
10.7	Lot(s) Under Construction	24
10.8	Use During Construction	24
10.9	Division of Lots	24
10.10	Water Supply and Sewage Disposal	24
10.11	Excavation	24
10.12	Drainage	24
10.13	Mobile and Modular Homes/Trailers	24
10.14	Vehicle and Equipment Restrictions	25
10.15	Signs	25



10.16	Swimming Pools	25	
10.17	Animals	25	
10.18	Utility Lines; Radio and Television Antennas	25	
10.19	Miscellaneous Structures and Equipment	26	
10.20	Fences	26	
10.21	No Hazardous Activities	26	
10.22	Motorized Vehicles	26	
10.23	Interference with Golf Course and Play	26	
10.24	Entry by Golfers	26	
10.25	No Reserved Rights	26	
10.26	Authority to Adopt Additional Rules and Restrictions	26	
10.27	No Warranty of Enforceability	27	
ARTICLE 11			
INSURANCE			28
11.1	Duty to Obtain Insurance; Types	28	
11.2	Lenders' Requirements	28	
11.3	Waiver of Claim Against Association	28	
11.4	Indemnification and Liability	28	
ARTICLE 12			
DESTRUCTION OF IMPROVEMENTS			30
12.1	Restoration of Common Area	30	
12.2	Restoration of Residential Improvements	30	
ARTICLE 13			
EMINENT DOMAIN			31
13.1	Awards; Repair; Restoration and Replacement	31	
13.2	Awards for Owners' Personal Property and Relocation Allowances	31	
ARTICLE 14			
RIGHTS OF MORTGAGEES			32
14.1	Rights of Mortgagees	32	
14.2	Claims or Liens	32	
14.3	Mortgagees Examination and Representation	32	
14.4	Owner Authorization to Mortgagee	32	
14.5	Material Changes	32	
14.6	Written Notice	33	
ARTICLE 15			
DURATION AND AMENDMENT			35
15.1	Duration	35	
15.2	Amendment	35	
ARTICLE 16			
DECLARANT'S RIGHTS AND RESERVATIONS			36
16.1	AC Appointment	36	
16.2	Board of Managers Appointment	36	
ARTICLE 17			
GENERAL PROVISIONS			38
17.1	Binding Effect	38	



WARREN DEVELOPMENTS, INC

COU

086.00

5288356

Page: 6 of 49

10/10/2005 02:59P

Spokane Co, WA

17.2	Enforcement	38
17.3	Penalty	38
17.4	Invalidity of Any Provision	39
17.5	Conflict of Project Documents	39
17.6	Interpretation	40
17.7	Variance	40
17.8	Power of Declarant to Amend to Meet Financing Requirements	40
17.9	Certain Rights of Declarant	40

SCHEDULE A

OWNER BENEFITS.....	41
---------------------	----

EXHIBIT A

DEER PARK GOLF & COUNTRY CLUB GENERAL DEVELOPMENT PLAN



DEFINITIONS

1.1 "Approval" shall mean the issuance of written approval, the approval at any meeting, any written waiver or approval rights, or the issuance of a letter of "no objection".

1.2 "Architectural Committee (AC)" shall mean the Architectural Committee created pursuant to Article 6 of this Declaration.

1.3 "Articles" shall mean the Articles of Incorporation of the Association, as amended from time to time.

1.4 "Assessment" shall mean that portion of the cost of maintaining, improving, repairing, operating, insuring, and managing the Common Area, which is to be paid by the Lot Owners as determined by the Association under this Declaration. The Golf Course Assessment and Assessments as may be designated as Regular Assessments, Extraordinary Assessments, or Special Assessments, as those terms are more specifically defined in Article 9 of this Declaration.

1.5 "Association" shall mean Mountain View Meadows Owners Association, Inc., a Washington nonprofit corporation, formed by Declarant in conjunction with the recordation of this Declaration, the Members of which shall be Owners of Lots within the Property as provided herein.

1.6 "Board" or "Board of Managers" shall mean the Board of Managers of the Association, as it shall be constituted from time to time.

1.7 "Bylaws" shall mean the Bylaws of the Association as restated or amended from time to time.

1.8 "Common Area" shall mean those areas and rights that are held by the Association and operated and maintained along with the Deer Park Golf & Country Club Homeowners Association for the benefit of Owners of all Lots, and any landscaped area, or monuments that indicate entry to Mountain View Meadows or Divisions thereof, if any. Distinct shall mean those areas defined by Tract, and which have tax parcel numbers, Non Distinct shall mean improvements not associated with a tax parcel number.

1.9 "Common Expenses" shall mean the actual or estimated expenses of maintenance, improvement, repair, operation, and management of the Common Area and of administration of the Association, and any reasonable reserves for such purposes determined by the Board, and all sums designated Common Expenses by or pursuant to the Project Documents.

1.10 "Declarant" shall mean Warren Developments Inc, and their successors-in-interest or assigns with respect to the Property; but excluding members of the public purchasing completed Lots. Provided that no successor or assignee of Declarant shall have any rights or obligations of Declarant under the Declaration unless such rights and obligations are specifically set forth in the instrument of succession or assignment. Notwithstanding this



provision, the obligations of the Declarant under this instrument shall be binding upon any successor or assign who acquires all or substantially all of the property.

1.11 "Declaration" shall mean this Declaration of Covenants, Conditions, and Restrictions, and all other provisions set forth in this Declaration as it may be amended from time to time.

1.12 "Development Period" shall mean the duration of time (fifty-years) the Declarant shall have rights to develop, amend, annex and make capital improvements in accordance with the Development Plan and this Declaration, or at such time 100 % of the lots subject to this declaration, which may be amended from time to time are sold, or Declarant relinquishes Declarant rights in writing.

1.13 "Development Plan" shall mean the Deer Park Golf & Country Club General Development Plan and Deer Park Estates Divisions 1 and 2 under auditor file 5287469.

1.14 "Documents" shall mean this Declaration, the Plat, and the Articles, Bylaws, and rules and regulations of the Association, as each shall be amended from time to time.

1.15 "DPG & CC Members" shall mean Owner (s) of Lots in Deer Park Golf & Country Club Development Divisions 1, 2 and 7 as recorded, and Deer Park Estates Divisions 1 and 2 as recorded.

1.16 "Dwelling Unit" shall mean any portion of a building on the property, which portion is designed and intended as a residence for one-family. The term "dwelling unit" shall encompass the lot upon which a dwelling unit is located.

1.17 "Golf Course" shall refer to that parcel of real estate whose boundaries are designated on the Development Plan Exhibit B, and is not a common area.

1.18 "Lot" shall mean any of the separate parcels of land shown upon any recorded subdivision map of the property, with the exception of areas set aside for nonresidential use.

1.19 "Member" shall mean a member of the Association, as defined in the Articles of Incorporation and Bylaws of the Association.

1.20 "Mortgage" includes a recorded mortgage, deed of trust, real estate contract, or other instrument creating a security interest in any Lot.

1.21 "Mortgagee" includes a mortgagee, beneficiary or holder of a deed of trust, real estate contract vendor, or other holder of a security interest in any Lot.

1.22 "Mortgagor" includes a mortgagor, the grantor of a deed of trust, real estate contract vendee, or other person granting a security interest in any Lot.

1.23 "Owner" or "Owners" shall mean the record holder or holders of title to a Lot within the Property. 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 recorded contract of sale to a purchaser, the purchaser, rather than the fee owner, shall be considered the "Owner".

1.24 "Person" shall mean any natural person, corporation, partnership, association, trustee, or other legal entity.

1.25 "Plat" shall refer to the recorded plat for Deer Park Golf & Country Club Development, Division-Three, or as amended from time to time.

1.26 "Primary Construction" shall mean the "first" plans and commencement of building plans and improvements on any lot.

1.27 "Property" shall mean the real property covered by this Declaration.

1.28 "Proprietor" shall mean any natural person, corporation, partnership, association, trustee, or other legal entity holding all legal rights to commercial and recreational real estate including the Golf Course real estate, and Resort RV Park real estate, or as amended from time to time.

1.29 "Resort RV Park" shall refer to parcels of real estate whose boundaries are designated on the Development Plan and are not a common area.

1.30 "Tract" shall mean any parcel of land identified as such on the Development Plan, which may be owned by the members of the Deer Park Golf & Country Club Homeowners Association, Mountain View Meadows Owners Association, City of Deer Park, Proprietor of the Resort RV Park, Proprietor of the Golf Course, or the Declarant or assigns.

1.31 "Plese Parcel" shall refer to the parcel of land indicated on Exhibit A as Tract F, and is not a common area.

END OF ARTICLE 1

DEFINITIONS



WARREN DEVELOPMENTS, INC COU #99.00

5288356
Page: 19 of 49
10/10/2005 02:58P
Spokane Co, WA

PROPERTY SUBJECT TO THIS DECLARATION AND ADDITIONS THERETO

2.1 The Property. The real property, which is subject to this Declaration, is Division-Three of Deer Park Golf & Country Club Development.

2.2 Annexation by Declarant. Declarant, at its sole option, shall have the right to subject to the Declaration any additional property, which is covered by the Development Plan, as set forth in Section 2.4 of this Article; or as it may be amended from time to time.

2.3 Procedure. The additions authorized under Section 2.2 above shall be made by the recording of one or more Declarations of Annexation describing property to be annexed. Said Declaration of Annexation shall incorporate this Declaration by reference and may contain such complementary additional covenants, conditions and restrictions affecting the annexed property as may be necessary to reflect the different character of the property so annexed, if any.

2.4 The Development Plan.

(a) Purpose. The Development Plan, illustrated on Exhibit A and Deer Park Estates Divisions 1 and 2 as recorded, is the Declarant's intended design for the staged development of Deer Park Golf & Country Club development, as a planned residential community comprised of single-family and multi-family dwelling units. At the present time, the Development Plan includes recorded plats for Deer Park Estates Divisions One and Two, and Deer Park Golf & Country Club Divisions One, Two, Three and Seven. Undeveloped preliminary plats; divisions four, six, and five, and undeveloped parcels eight and nine. The Development Plan has recreational and commercial real estate shown on Exhibit A, which includes a Golf Course, Resort RV Park including tracts E & G, and an undeveloped parcel designated as Tract F, none of which are common elements. The Plan may be modified and amended, as provided in this Declaration, during the time required to develop the community. It is currently the intention of Declarant to develop Deer Park Golf & Country Club Development in accordance with the Development Plan. The Development Plan is however, conceptual in nature, and does not bind the Declarant to add any of the properties, which are shown on the Plan, or to improve any portion of such properties.

(b) Additional Covenants. The Declarant may subject portions of the property covered by the Development Plan to additional covenants or declarations governing particular aspects of the ownership such as party walls, condominium regimes, communities designated as fifty-five (55) and older, and planned unit development and gated communities, etc. Additionally Declarant may subject specific lots, plats and communities to specific contractors or builders. Such covenants or declarations shall not require the approval of anyone other than Declarant.

END OF ARTICLE 2

PROPERTY SUBJECT TO THIS DECLARATION AND ADDITIONS THERETO



ASSOCIATION, ADMINISTRATION, MEMBERSHIP AND VOTING RIGHTS

3.1 Organization of Association. The Association is or shall be incorporated under the name of MOUNTAIN VIEW MEADOWS OWNERS ASSOCIATION as a nonprofit corporation under the Washington Nonprofit Corporation Act, Chapter 24.03 of the Revised Code of Washington.

3.2 Duties and Powers. The duties and powers of the Association are those set forth in this Declaration, and in the Articles and Bylaws, together with its general and implied powers as a nonprofit corporation, generally to do any and all things that a nonprofit corporation organized under the laws of the State of Washington may lawfully do and which are necessary or proper in operating for the peace, health, comfort, safety, and general welfare of its Members, subject only to the limitation upon the exercise of such powers as are expressly set forth in this Declaration, the Articles and Bylaws.

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

3.4 No Implied Golf Privileges. Neither the ownership of any Lot nor membership in the Association shall create any express or implied rights of membership in, or access to the facilities of the Deer Park Golf Course. Declarant reserves the right to operate said golf course and golf club as it may choose in its sole discretion, including without limitation the right to permit public play or to establish a private club. Owners may be entitled to such discount and playing privileges as may be provided by the course operator from time to time, in its discretion, and recorded as adjusted or changed on Schedule D.

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

3.6 One Class of Membership; Voting Requirements. After the Development Period, and as required in the interim, the Association shall have one (1) class of voting membership established according to the Articles, with one vote being allocated to each Lot.

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

3.8 Board of Managers. During the Development Period, the Declarant shall appoint the Board of Managers. The affairs of the Association shall be managed by a board of



three managers, which shall conduct regular and special meetings according to the provisions of the Bylaws of the Association. (Refer to Article 16 of this Declaration, and Article 4 of the Bylaws).

3.9 Use of Agent. The Board of Managers, on behalf of the Association, may contract with a professional management agent or agents for the performance of maintenance and repair of the Common Area, and for conducting other activities on behalf of the association, as may be determined by the Board, subject to such limitations as may be set forth in the Bylaws.

END OF ARTICLE 3

ASSOCIATION, ADMINISTRATION, MEMBERSHIP, AND VOTING RIGHTS



ARTICLE 4

RIGHTS IN COMMON AREA

4.1 Common Area. Common Areas including the improvements and other property or property rights conveyed to or held by the DPG & CC Members are for the benefit of all Owners within the Development Plan. Each Owner shall have an equal nonexclusive right to use all parts of the Common Areas in accordance with the purposes for which it is intended, without hindering the exercise of or encroaching upon the lawful rights of any other Owners, or the Proprietor(s) of the Golf Course and Resort RV Park, subject to rules and regulations enacted by authority of the Declarant or assigns, as provide herein.

4.2 Distinct Common Areas. At which time the DPG & CC Members agree to the Mountain View Meadows members joining ownership, the Common Areas shall be those parcels marked on Exhibit A, which are recorded as part of Deer Park Golf & Country Club Development, and include the tax parcel numbers referred to as Deer Park Estates Division-One Tract B, and Deer Park Golf & Country Club Division-Two Tracts B, C and D, and any additional common areas that may be defined and amended to this Declaration from time to time.

4.3 Non-Distinct Common Areas: The chain-link and / or wood fence, or as type of fence may need changed, which is placed at the perimeter boundary lines of the Deer Park Golf & Country Club Development which includes Deer Park Estates Divisions 1 & 2 as recorded, and those areas constituting monument easements and the entrance to the Development, and further defined as the boulevard landscaping on Country Club Drive between Crawford Road and Second Street, including the monuments, fence, light fixtures, irrigation and plantings, shall be maintained in equally shared dependence upon members within this association, the DPG & CC homeowners association and the Proprietors of the Deer Park Golf Course and Resort RV Park.

4.4 Common Expenses. Until such time all Primary Construction is completed on Lots in Division-Three, or until such time the Declarant establishes a Board of Managers for the members in Division-Three, all member association dues shall be assessed, accounted for, and distributed by the Declarant. At such time a Board of Managers is established it shall be the entity, which holds rights and duties for Owners in Division-Three and future annexations, if any.

4.5 Subdivision and Partition Prohibited. Neither any Lot, nor any Common Area shall be further subdivided.

4.6 Regulation of Common Area Use. The rights and easements of use and enjoyment of the Common Area created by this Declaration shall be subject to such rules and regulation, as may be adopted by the Board of Managers from time to time. Without limiting the generality of the Board's authority to enact reasonable rules and regulations, such rights shall be subject to the following:

- (a) The right of the Board to consent to or otherwise cause the construction of additional improvements on the Common Area and to consent to or otherwise cause



the alteration or removal of any existing improvements on the Common Area for the Benefit of the Members of the Association; and

(b) The right of the Board to consent to or join in the grant or conveyance of easements, licenses or rights of way in, on or over the Common Area, for access, ingress and egress, for utilities, and/or for other purposes not inconsistent with the intended use of the Property as a residential subdivision.

4.7 Damage by Member. Each Member shall be liable to the Association for any damage to the Common Area, if the damage is sustained because of the negligence, willful misconduct, or unauthorized or improper installation or maintenance of any improvement by the Member, or by any tenant, guest, or other invitee of the Member. The Association, acting through the Board, reserves the right to determine whether any claim shall be made upon the insurance maintained by the Association, and the Association further reserves the right to levy a Special Assessment equal to the increase, if any, in insurance premiums directly attributable to the damage caused by the member or the person for whom the Member may be liable as described above. The cost of correcting the damage to the extent not reimbursed to the Association by insurance shall be a Special Assessment against the Lot and may be enforced as provided hereby for the enforcement of other Assessments.

END OF ARTICLE 4

RIGHTS IN COMMON AREA



ARTICLE 5

EASEMENTS AND UTILITIES

5.1 Utility and Drainage Easements. In addition to easements reserved on any plat of the Properties or shown by any instrument of record, easements for utilities and drainage are reserved over, under and upon a (5) foot wide strip along each side of the interior lot lines and over, under and upon the rear ten (10) feet of each lot. Within all of the easements, no structure, planting or fill material shall be placed or permitted to remain which may, in the opinion of the AC, damage or interfere with the installation and maintenance of utilities, or which may obstruct or retard the flow of water through drainage channels in the easements. The easement area of each Lot and all improvements within it shall be maintained continuously by the Owner of the Lot, except for those improvements for which a public authority or a utility company is responsible. This provision shall apply to the perimeter of areas where multiple-dwelling units or townhouse units may be constructed under the Development Plan, but shall not apply along lot lines separating individual dwelling units or clusters of units in such areas.

5.2 Easement for Declarant, AC and Board of Managers. The AC, Board of Managers and Declarant or assigns, and their agents shall have an easement for access to each lot and to the exterior of any building located thereon during reasonable hours as may be necessary for the following purposes;

- (a) Observing any building or construction process that may or may not be in compliance with Approval of the AC.
- (b) Emergency repairs necessary to prevent damage to another lot or the improvements thereon.
- (c) Cleaning, maintenance, repair, or restoration work which the owner is required to do but has failed or refused to do. Except in an emergency where advance notice is not possible, this easement right shall be exercised only after reasonable notice to the lot owner.

5.3 Common Area Easements. Declarant expressly reserves for the benefit of the Owners and the Association reciprocal, nonexclusive easements for the use and enjoyment of the Common Area and all facilities thereon, consistent with its intended purposes.

Declarant also expressly reserves for the benefit of the Board of Managers and all agents, officers, and employees of the Association, nonexclusive easements over the Common Area and all Lots as necessary to maintain and repair the Common Area, and to perform all other tasks in accordance with the provisions of this Declaration. Such easements over the Common Area and Lots shall be appurtenant to, binding upon and shall pass with the title to, every Lot conveyed.

5.4 Errant Golf Ball Easement. Declarant expressly reserves for the benefit of those playing the golf course operated by the Deer Park Golf Club, a non-exclusive easement for the flight, passage, landing, and retrieval of golf balls on, across, and over any Lot in the Development. Neither the Declarant or the Association, or their agents, successors, nor assigns shall have any liability or obligation to the Owner of any Lot, or to any person, for any damage or injury caused by golf balls being hit from the golf course. Nothing in the reservation of easement, however, shall be deemed or construed to waive, restrict or limit in any manner



the right of the Owner of any Lot to which any golf ball may be hit, or the Owner's family, lessees, or guests, to seek and recover damages against the individual person who hit the golf ball for any loss or injury caused by the golf ball.

Additionally, until such time as construction of improvements commence on a particular Lot, those playing on the golf course shall have the right to enter onto such Lot to recover a golf ball and/or to play such ball according to the official rules of the golf course, without such entering being deemed a trespass.

5.5 Encroachment and Utility Easements. Each lot and the Common Area is hereby declared to have an easement over each other Lot and the Common Area, for the purpose of accommodating any encroachment due to engineering errors, errors in original construction, settlement or shifting of any improvement, or any other causes. There shall be valid easements for the maintenance or said encroachments as long as they shall exist, and the rights and obligations of Owners shall not be altered in any way by said encroachment, settlement or shifting; provided, however, that no valid easement for encroachment shall be created in favor of an Owner or Owners if said encroachment occurred due to the gross negligence or willful misconduct of said Owner or Owners.

Declarant also expressly reserves for the benefit of itself and its successors-in-interest and assigns, including the Association, easements over and under the entire Property (together with the right to grant, transfer and relocate the same) for the installation, repair, and maintenance of sanitary sewer, water, electric, gas, telephone, television and other utility lines and services, and mail boxes as may be deemed appropriate to service the Property.

5.6 Utility Services. Each Owner shall make all arrangements for and pay directly for all utilities and services furnished to or used by such Owner, including without limitation, gas, electricity, sewer, garbage collection, telephone service, and television receiving.

Utilities required in connection with the maintenance and operation of the Common Area, such as power for any security gate or Common Area lighting, if any, and water for landscape irrigation, shall be the responsibility of the Association, and shall be deemed a Common Expense.

5.7 No View Easement. Each Owner acknowledges that grading of Lots, and/or the construction and maintenance of improvements on Lots in accordance with approved plans may impair the view of and from other Lots, and hereby consents to such impairment.

END OF ARTICLE 5

EASEMENTS AND UTILITIES



ARTICLE 6

ARCHITECTURAL COMMITTEE

6.1 Prohibition of Alteration and Improvement; Approved Builders. Subject to the exemption of Declarant hereunder, no building, sign, fence, driveway, wall, obstruction, awning, improvement, or structure of any kind, shall be commenced, erected, painted or maintained upon the Property, nor shall any remodeling, reconstruction, alteration or improvement of any kind be made thereto, unless and until the same has been Approved in writing by the Declarant, Architectural Committee (AC) appointed by the Declarant or Board as provided in this Article.

6.2 Appointment. All AC members shall be appointed by the Declarant. There shall not be less than three (3) or more than five (5) members on the Committee. Each member shall hold office until the member's death, incapacitation, resignation or removal. Declarant shall have the authority to appoint or remove the members of the AC until such time as the Declarant has sold all lots (100%), or fifty (50) years from original date of filling, or Declarant relinquishes rights in writing, including lots in any plats, which may be annexed to this Declaration. Thereafter, a vacancy occurring on the AC shall be filled by majority vote of the remaining members of the AC. Any members appointed by the AC must be an owner. Unless and until an AC is appointed, the Architectural Committee functions shall be undertaken by the Declarant or as the Declarant assigns.

6.3 Duties. Upon such time the Development Period has ended, the AC shall have the authority to adopt rules or bylaws for the conduct of its business, provided, however, that a quorum for any action by the AC shall be not less than two-thirds (2/3) members. The AC shall also have authority to review and act upon proposals and plans submitted and to perform other duties set forth in this Declaration.

6.4 Guidelines; Permits; Fees. Upon such time the Development Period has ended, the AC shall have the authority to adopt and amend written guidelines to be applied in its review of plans and specifications, in order to further the intents and purposes of this Declaration and any other covenants or restrictions covering the plat. If such guidelines are adopted, they shall be available to all owners upon request.

6.5 Meetings; Compensation. The AC shall meet as necessary to properly perform its duties, and shall keep and maintain a record of all actions taken at the meetings or otherwise. Unless authorized by the Declarant or owners, the members of the AC shall not receive any compensation for their services. All members shall be entitled to reimbursement for reasonable expenses incurred in connection with the performance of any AC duties.

6.6 Liability. Neither Declarant nor the AC or any of its members shall be liable to any owner for any damage, loss, or prejudice resulting from any action taken in good faith on a matter submitted to the AC for approval or for failure to approve any matter submitted to the AC. The AC or its members may consult with Declarant or any Owner with respect to any plans, drawings, or specifications, or other proposal submitted to the AC.

For such period of time the Declarant deems fit, all Primary Construction shall be undertaken only by builders approved by the Declarant. Thereafter, the Board of Managers



and AC shall maintain a list of approved contractors from which an Owner may make selection.

6.7 Development Plans and Approval. Plans and specifications showing the nature, kind, shape, color, size, materials, and location of such improvements or alterations, together with detailed landscaping plans, shall be submitted to Declarant, or assigns, for approval as to quality of workmanship and design.

The AC, Declarant or assigns shall consider and act upon any and all plans and specifications submitted for approval under this Article and Article 7, and perform such other duties as from time to time, including the inspection of construction in progress to assure its conformance with approved plans. No application submitted pursuant to this Article shall be deemed approved, unless the Approval is in writing signed by the AC or Declarant.

6.8 Architectural Guidelines. For such time of the Development Period, the Declarant or it's appointed AC shall have the authority at it's sole discretion to approve or disapprove any plans submitted that in it's opinion does not meet the adopted plans for the property. Declarant or it's AC shall have the authority to adopt Architectural Guidelines, and to augment, amend, or otherwise modify such Guidelines from time to time; provided that they shall, at all times be consistent with the remaining Documents and building restrictions imposed by municipal building codes. The Guidelines shall, at a minimum, include the following provisions.

(a) All Dwelling Units shall contain a minimum of 1,600 square feet on the main-level (entry-level) above grade. Compliance with such minimums shall be determined by reference only to usable living space (above grade), exclusive of garages, shops, patios, and other areas not intended as part of the living quarters. All dwellings units and any part thereof may not exceed a height more than (thirty-five feet), the current avigation easement recorded.

(b) All Dwelling Units shall include one (1) attached enclosed garage designed to accommodate a minimum of two (2) - standard size vehicles. No garage(s) shall have any type of wood burning stove or incinerator type equipment.

(c) Dwelling structures may include a wood burning masonry fireplace integrated into the design of the interior living area of the house structure. No house structure or garage shall install such fireplace for use as a primary source of heat. Wood burning stoves of any kind, are not allowed.

(d) Lap (lapped) siding consisting of fiber-cement board (Hardiplank ®) or the like, and lap hardboard or the like with a minimum 30-year warranty shall be allowed when Approved by the AC. At least forty-five percent (45 %) of the exterior vertical surfaces on that portion of the structure facing the street shall have masonry accents (e.g., brick, rock, or stone). Vinyl or metal siding shall not be allowed. Stucco finish or the like, which covers a minimum ninety percent (90%) of the remaining exterior vertical surfaces may be allowed with written Approval by the AC. Wood shake, simulated shake and panel siding materials placed as accent treatment may be allowed only with written Approval of the AC.



(e) All exterior finish materials and colors of finish materials shall be submitted to the AC for Approval, including but not limited to roofs, siding, soffits, fascia, trim, exterior doors, garage doors, decks, patios, porches and windows, and shall be in compliance to the overall architectural theme for the plat.

(f) A roofing sample shall be submitted to the AC for Approval. All roofs shall be a minimum 6 /12 pitch, (6 inches of rise to every 12 inches of run) and shall have a minimum 30-year warranty. Metal roofs are not allowed.

(g) Each lot shall have an approved lamppost monument near the driveway displaying the Dwelling Unit address. The lamppost base shall not exceed forty- eight (48) inches in height, shall have an electrical operating light fixture, and the base shall be finished on all sides with brick, rock, stone or stucco matching the accent brick, rock, stone or stucco color and texture of the dwelling structure.

(h) All driveways and walkways shall be constructed of concrete or of an approved masonry-type product such as brick or stone that has been approved by the AC. Gravel and asphalt driveways shall not be permitted.

(i) Except for Approved monuments, fences, walls, patios and driveways, all improvements shall comply with the following setback requirements. No structure or plantings shall interfere with any easements recorded on the plat.

<u>Rear Lot Lines</u>	<u>Lots Adjoining the Golf Course:</u> All Dwelling Unit Structures shall be minimum 25-feet from any golf course boundary line. <u>Secondary Lots:</u> Minimum 10-feet from Lot boundary line
<u>Front Lot lines</u>	25-Feet From Inside Boundary of City Utility Easements
<u>Side Lot lines</u>	10-feet on one side and 5 feet on opposite side.

As to those lots located adjacent to the golf course boundaries, no patio, deck or gazebo type structure, swimming pool, hot tub, spa or the like shall be located nearer the golf course boundary line than fourteen (14) feet without the written Approval of the AC and Proprietor of the Deer Park Golf Course. Decorative or retaining wall, and any fence type structures, all garden or planting beds, shrubs, hedges and irrigation equipment shall be setback a minimum two (2) feet from any boundary line adjoining the golf course. Owners of lots adjoining the course shall maintain all portions of the two (2) foot setback in the normal operations and responsibilities of maintaining the entire lot.

(j) All outdoor lighting shall be indirect or directed in a downward direction so as to minimize the impact on surrounding Lots. The guidelines may also set forth further specifics as to focus and intensity;

(k) All golf course frontage fences shall be Approved in writing by the AC. Side yard fencing shall not be required, but if installed shall be no higher than three (3) feet, and shall be subject to the written Approval of the AC.



(I) All electrical service, telephone lines, cable television lines, and other outdoor utility lines and equipment shall be placed underground. Except for one (1) satellite dish twenty-four (24") inches or less in diameter, which installation location and camouflaging meet Approved by the AC, no exposed or exterior radio or television transmission or receiving antennas, including satellite dishes, shall be erected, placed, or maintained on any part of any Lot, Dwelling Unit or Structure, unless Approved by the Declarant, Board of Managers or AC. Any waiver of these restrictions with respect to one Dwelling Unit shall not constitute a waiver with respect to any other Lots and Dwelling Units. Electronic devices causing interference with television or radio reception, or which otherwise create a nuisance or annoyance to other Lots shall not be allowed.

Provisions may be waived with respect to a particular Lot only by written Approval of the Declarant. Any waiver of these restrictions with respect to one Lot shall not constitute a waiver with respect to any other Lots.

Without limiting the authority of the Declarant or AC herein, the Guidelines may also specify landscaping requirements (including numbers and species of trees and shrubs) and acceptable landscaping and building materials. Also, in addition to the Guidelines adopted according to this Article, all construction shall comply with the terms of Article 7; Architectural and Landscape Control and Article 10; Use Restrictions.

END OF ARTICLE 6

ARCHITECTURAL COMMITTEE



ARTICLE 7

ARCHITECTURAL AND LANDSCAPE CONTROL

7.1 Sight Distance to Intersection. No fence, wall, tree, hedge, shrub, or other planting which obstructs sight lines at elevations between three (3) and ten (10) feet above the roadways shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property line and a line connecting them at a twenty-five (25) feet from the intersection of the street lines, or in the case of a rounded property corner from the intersection of the street property lines extended. The same sight line limitations shall apply on any lot within the (10) feet from the intersection of a street property line with the edge of a driveway, excepting therefrom the placement of masonry monuments as described in Section 6.8 f.

7.2 Drainage Swales. Except for one (1) driveway, which shall have a culvert, any swale positioned to the street side(s) of any lot shall not be filled, re-graded or changed in anyway. The swale portion of each lot shall be planted with grass, and shall be maintained by the Owner, including hooking to and maintaining any irrigation plumbing, that may or may not have been previously installed by Declarant.

7.3 Landscaping. All Dwelling Units shall have a landscaped yard. Excluding those areas of the yard which may have a patio, pool or the like, all yards shall have 70 % grass, and 30% of the yard shall be dedicated to planted beds, shrubs and /or trees. No lot shall have plantings and vegetation, which may spread beyond the lot boundary lines. (Note: The 10' and 5' side-yard setbacks required by the city of Deer Park are in part necessary for fire-fighting equipment access, fences and planting are allowed in these areas, at owner risk).

7.4 Swimming Pools, Unless, Approved by the AC in writing, swimming pools, hot tubs, or spas of any type shall not be nearer than fourteen (14) feet from a golf course boundary line, and on Lots, which adjoin the golf course, swimming pools shall not project above the established grade. No pools, tubs, spa or the like shall be installed to the street side of any lot.

7.5 Approval of Plans Required. Except as provided in Section 7.6 below, none of the following actions may be taken until plans and specifications for the same, has been Approved in writing by the AC.

- (a) The construction of private roads or driveways.
- (b) The construction or erection of any building, fence, wall or other structure.
- (c) The construction or installation of swimming pool, spa, hot tub or any type of pool, or waterfall /pond feature. No such pool, hot tub, spa or the like is allowed in any front yard.
- (d) The remodeling, reconstruction, or alterations of any road, driveway, building or other structure.
- (e) The cutting, damaging, or removal of any tree, which is greater than six (6) inches in diameter at a point four (4) feet above the ground level.
- (f) The removal of any living plant or tree, including any tree in any drainage swale, from any portion of a lot which is a setback or easement area under any covenant, regulation, or restriction applicable to said lot, except such removal



as may be necessary under the terms of any other covenant applicable to the lot.

Any of such actions which have been Approved, shall only be taken in conformity with the plans and specifications actually Approved, and no changes in or deviations from the Approved plans and specifications shall be made without the prior written Approval of the AC. In addition, all dwelling units, and any structure(s) may only be constructed by a builder / contractor Approved by the Declarant as set forth below.

None of the actions described above may be taken until the owner has received written approval from the Declarant or assigns. In addition, a building, excavation or other permit may be required from the City of Deer Park in advance of construction.

7.6 Approval Not Required. Notwithstanding any provision of this Declaration, the Approval of the AC shall not be required for action taken by Declarant to develop the plat in accordance with the Development Plan.

7.7 Procedure for Approval. Any person wishing to take any of the actions described above shall submit to the AC two (2) sets of plans and specifications which meet the following requirements:

- (a) Site Plans for the construction or modification of roads or driveways shall show the proposed location, course, width, grade, and materials.
- (b) Plans for the construction or modification of any building, fence, wall, or other structure shall be building elevation plans, which, in addition to the details customarily shown on such plans, shall show the proposed location of the structure on the lot (a site plan), elevations from all four viewpoints, the exterior color scheme, proposed outdoor lighting, proposed landscaping, and proposed grading. At the request of the AC, the person submitting such plans shall locate stakes on the lot, which indicate the corners of the proposed structure. The specifications shall include a list of all materials that will be visible on the exterior of the improvements. The person seeking approval shall also submit color and materials samples as requested.
- (c) Plans for the removal or planting of trees and plants shall show the location, type and approximate size of the trees or plants to be added or removed on the site plan.
- (d) Plans for the construction of a residence shall also identify the builder and contractors, which the owner proposes to employ to construct the dwelling and improvements.

Decision of non-Approval or Approval of such plans and specifications shall be in writing and by written notation on such plans and specifications, within ten (10) business days from the date the completed plans and specifications are submitted. One (1) copy of which shall be returned to the Owner of the lot upon which the proposed action is to be taken. The AC and its members shall not be responsible for any structural defects in such plans or specifications, or in any building or structure erected according to such plans and specifications.



7.8 Criteria for Approval. Approval of plans and specifications may be withheld or conditioned if the proposed action is at variance with these covenants, or other covenants covering the plat, or if the Declarant or AC deems the design non-compatible in any way. Approval may be withheld or conditioned if, in the opinion of the AC, Declarant or assigns, the proposed action will be detrimental to the community because of the grading and drainage plan, location of the improvement on the lot, color scheme, finish design, proportions, size of dwelling, shape, height, style, materials, outdoor lighting proposed, or landscaping plan, or due to any impact to neighboring lots or common areas. The Declarant shall also have the right to withhold approval of the builder the owner plans to employ.

7.9 Conformity with Approved Plans. It shall be the responsibility of the AC members to determine that actions have been completed in accordance with the plans as submitted and approved. Such determination must be made within sixty (60) days of the completion of the action. If the AC determines that the action does not comply with the plans and specifications as approved, and the owner, within such time as the AC shall specify, but not less than thirty (30) days, shall either remove or alter the improvement or take such other steps as the AC shall designate.

END OF ARTICLE 7

ARCHITECTURAL AND LANDSCAPE CONTROL



WARREN DEVELOPMENTS, INC COV \$88.00

5288356
Page: 24 of 49
10/10/2005 02:50P
Spokane Co, WA

ARTICLE 8

REPAIR AND MAINTENANCE

8.1 Repair and Maintenance Rights and Duties of Association. The Association shall operate, maintain, repair and replace the Common Area and all facilities thereon, or shall contract for such operation, maintenance, repair and replacement to assure maintenance of the Common Area and facilities hereon in good condition, reasonable wear and tear excepted. The Association shall have no obligation to maintain any Lot or improvements on any Lot; however, in the event an Owners fails to maintain his or her Lot or improvements hereon as provide herein in a manner which the Board deems necessary to preserve the appearance and value of the Property, the Board may notify the Owner of the work required and demand it be done with sixty (60) days from the giving of such notice. In the event the Owner fails to carry out such maintenance within such period, the Board may cause such work to be done and may specially assess the cost thereof to such Owner, and, if necessary, lien his or her Lot for the amount thereof.

8.2 Repair and Maintenance Rights and Duties of Owners. Each lot Owner shall at his or her sole cost and expense maintain and repair his or her Lot and all improvements thereon, in good condition so as to be consistent with the balance of the Development Plan, in the judgment of the AC, Declarant or assigns.

END OF ARTICLE 8

REPAIR AND MAINTENANCE



ARTICLE 9

ASSOCIATION MAINTENANCE FUNDS AND ASSESSMENTS

9.1 Creation of the Lien and Personal Obligation of Assessments. The Declarant hereby covenants, and each Owner of any Lot by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay the Association the following Assessments, which shall be established and collected as provided herein:

- (a) Regular Assessments;
- (b) Extraordinary Assessments;
- (c) Special Assessments;
- (d) Golf Course Assessment;

All Assessments, together with interest, costs, penalties 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 recordation of a Notice of Assessment Lien. Each such Assessment, together with interest, costs, penalties and actual attorneys' fees, shall also be the personal obligation of the person who was the Owner of the Lot at the time when the Assessment fell due. No Owner of a Lot may exempt himself from liability from his or her contribution toward the Common Expenses by waiver of the use or enjoyment of any of the Common Area or by the abandonment of his or her lot.

9.2 Purpose of Assessments. Assessments levied by the Association shall be used exclusively to promote the health, safety and welfare of all the Owners of Lots in the entire Development Plan for the improvement and maintenance of the Common Areas for the common good. The Regular Assessments shall include an adequate reserve fund for maintenance, repair and replacement of those portions of the Common Area, which must be replaced on a periodic basis.

9.3 Regular Assessments. Until the end of the Association's fiscal year immediately following the closing of the sale of the first Lot in the Plat, the maximum annual Regular Assessment for the entire Plat shall be such amount as may be set forth in the Plat budget prepared by the Declarant. Thereafter, the Board shall determine and fix the amount of the maximum annual Regular Assessment for the entire Plat at least sixty (60) days in advance of the start of each fiscal year; provided, however, that the maximum annual Regular Assessment may not be increased by more than 20 percent (20%) above the maximum annual Regular Assessment for the immediately preceding fiscal year, without the vote or written assent of the Declarant or Board, and sixty percent (60%) majority of the total voting power of the Association.

9.4 Extraordinary Assessments. In addition to the Regular Assessments authorized above, the Board may levy, in any fiscal year, any Extraordinary 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 upon the Common Area,