



including fixtures and personal property related thereto, or to defray any unanticipated or underestimated Regular Assessment; provided, however, that the aggregate Extraordinary Assessments for any fiscal year shall not exceed twenty percent (20%) of the budgeted gross expenses of the Association (excluding reserves) for that 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.

9.5 Special Assessments. In addition to the Regular and Extraordinary Assessments authorized above, the Board may levy Special Assessments (without limitation as to amount or frequency) against a Lot and its Owner to reimburse the Association for costs incurred in bringing that Owner and his or her Lot into compliance with the Project Documents, including interest, penalties, actual attorneys' fees and costs.

9.6 Golf Course Assessment. The adjoining Deer Park Golf Course is a visual and environmental amenity, which benefits the owners of lots in the Development. Each owner of those lots shall pay a monthly golf course maintenance assessment to defray some of the cost of maintaining the Deer Park Golf Course. The assessment shall be in the amount stated in the Plat budget. Members shall not be obligated to pay this amount until one month after the closing of the lot, whether or not construction has begun. This assessment may not be increased by more than twenty percent (20%) per year.

The golf course maintenance assessment is in addition to the monthly assessment described above and shall be paid to the Association, which in turn shall pay the fee to the Proprietor of the Deer Park Golf Course.

The Proprietor of the Deer Park Golf Course shall have the right to enforce the provisions of this section against the Owners or the Association, as it elects.

9.7 Allocation of Assessments. Each lot, including Lots owned by Declarant, shall bear an equal share of each aggregate Regular and Extraordinary Assessment (subject to the right of the Declarant to defer the commencement of Assessments against Lots owned by the Declarant as provided in Paragraph below).

9.8 Date of Commencement of Assessment; Due Dates. The Regular Assessments provided for herein shall commence on the first day of the month following closing of the sale of the first Lot. Assessments may be prepaid quarterly or annually. Due dates of Assessments shall be the first day of every calendar month. No notice of such Assessment(s) shall be required other than an annual notice setting forth the amount of the Assessment(s) for the upcoming year. At any time an Owner may request a ledger of his or her Assessment payments.

9.9 Transfer of Lot by Sale or Foreclosure. The sale or transfer of any Lot shall not affect any Assessment lien, or relieve the Lot from any liability thereof, whether the lien pertains to payments becoming due prior or subsequent to such sale or transfer. Notwithstanding the foregoing, the sale or transfer of any Lot pursuant to foreclosure or by deed in lieu of foreclosure of a recorded first mortgage given in good faith and for value shall extinguish the lien of all such Assessments as to payments, which became due prior to such sale or transfer. Sale or transfer pursuant to mortgage foreclosure shall not, however, affect the personal liability of the Owner for unpaid Assessments. Any assessments for which the liens are extinguished pursuant to this Paragraph shall be deemed to be Common Expenses collectible from all of the Lots, including the Lot for which the lien was extinguished.



In a voluntary conveyance of a Lot, the grantee of the same shall be jointly and severally liable with the grantor for all unpaid assessments by the Association against the latter for his or her share of the Common Expenses (and for his or her obligation for individual Special, Extraordinary, and Golf Assessments) up to the time of the grant or conveyance, without prejudice to the grantee's right to recover from the grantor the amounts paid by the grantee therefore. However, any grantee shall be entitled to a statement from the Board, setting forth the amount of the unpaid Assessments due the Association, and such grantee shall not be liable for, nor shall the Lot conveyed be subject to a lien for, any unpaid Assessments made by the Association against the grantor in excess of the amount set forth in the statement; provided, however, the grantee shall be liable for any such Assessment becoming due after the date of any such statement.

9.10 Enforcement of Assessment Obligation; Priorities; Discipline. If any part of any Assessment is not paid within ten (10) days after the due date, an automatic late charge equal to five percent (5%) of the Assessment (but not less than \$10.00) shall be added to and collected with the Assessment. Additionally, if any part of any Assessment is not paid and received by the Association or its designated agent within thirty (30) days after the due date, the total unpaid Assessment (including the late charge) shall thereafter bear interest at the rate of no more than eighteen percent (18.00%) per annum until paid. Each unpaid Assessment, whether Regular, Extraordinary, Special or Golf, shall constitute a lien on each respective Lot prior and superior to all other Liens recorded subsequent to the recordation of the Notice of Assessment Lien, except (1) all taxes, bonds, assessments and other levies which, by law, would be superior thereto; or (2) labor or materialman's liens arising under Washington law (timely and duly filed) if the legal effective date is prior to the recording of the Notice of Assessment Lien. Such lien, when delinquent, may be enforced by sale by the Association (acting through the Board), its attorney or other person authorized by this Declaration or by law to make the sale, after failure of the Owner to pay such Assessment, in accordance with the provisions of Washington law applicable to the exercise of powers of sale in deeds of trust (with the Board having the right and authority to appoint an independent trustee), or by judicial foreclosure as a mortgage, or in any other manner permitted by law. During any such foreclosure proceeding, the foreclosing party shall be entitled to the appointment of a receiver to collect assessments becoming due with the respect to the subject Lot. The Association, acting on behalf of the Lot Owners, shall have the power to bid for the Lot at the foreclosure sale, and to acquire and hold, lease, encumber and convey the same. The foreclosing party shall have the right to reduce or eliminate any redemption rights of the defaulting Owner as allowed by law. Suit to recover a money judgment for unpaid Assessments, interest, thereon costs, penalties, and attorneys' fees shall be maintainable without foreclosing or waiving the lien securing the same. The Board may impose reasonable monetary penalties including actual attorneys' fees and costs and may temporarily suspend the voting rights of a Lot Owner who is in default in payment of any Assessments, after notice and hearing according to the Bylaws.



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9.11 Payment of Taxes Assessed Against Common Area or Personal Property of the Association. If any taxes are assessed against the Common Area or the personal property of the Association, rather than against the Lots, said taxes shall be included in the Assessments made under this Article, and, if necessary, and Extraordinary Assessment may be levied against the Lots in an amount equal to said taxes (regardless of the limitation on Extraordinary Assessments set forth in Paragraph 9.4 above).

END OF ARTICLE 9

ASSOCIATION MAINTENANCE FUNDS AND ASSESSMENTS



ARTICLE 10

USE RESTRICTIONS

10.1 Use of Individual Lots. Lots shall be used only for residential purposes by the Owner and his or her family, or by a single-family tenant. A Dwelling Unit shall not be used for commercial or other nonresidential purposes, including care for hire. There shall be no receptacle of any kind placed on a lot, or Dwelling Unit, which is for the purpose of receiving deliveries of any kind. Furthermore, there shall be no stands or cylinders or tube of any type for newspaper delivery.

No Lot shall be leased. Any Owner leasing a Dwelling Unit shall deliver to a member of the Board of Managers copies of a signed lease agreement between the parties, and a copy of this Declaration with the tenant's signature indicating the tenant understands all the covenants, conditions and restrictions in this Declaration and agrees thereof.

10.2 Lot Maintenance. Each Lot and the exterior appearance of improvements thereon shall be maintained in a clean, neat, and orderly condition and in good repair at all times. All rubbish, trash and garbage shall be regularly removed from all Lots, and shall not be allowed to accumulate thereon. Trash, garbage and other waste shall not be kept except in sanitary containers, which shall be kept screened and concealed from the view of other Lots, the Common Area, the golf course, and all public ways. All clotheslines, equipment, woodpiles, storage piles, basketball backboards, and other sports apparatus shall be walled or otherwise screened and concealed from the view of other Lots, the Common Area, the golf course, and all public ways. During any period prior to the commencement of construction, Lots shall nevertheless be maintained in good condition (according to the judgment of the Board, AC and Declarant), and weeds and debris shall not be allowed to accumulate.

10.3 Refuse and Garbage. No garbage, refuse, rubbish, cuttings, and debris of any kind shall be deposited on or left upon any lot unless placed in an attractive container suitably located and screened from public view. Such containers shall be exposed to the view of neighboring lots only when set out for a reasonable period of time, not to exceed twelve (12) hours before and after schedule trash collection hours. No incinerators of any kind shall be allowed, furthermore no trash shall be burned in / or upon any type of equipment designed for outdoor cooking.

10.4 Stoves and Fireplaces. No Dwelling Unit shall have wood-burning heating devices, including any kind of wood-burning stove installed in any garage or shop, or upon any lot. Except that a masonry fireplace shall be allowed when integrated into the design of the interior living area of the house structure, and not used as a heat source in the normal routine of living. No woodpiles, or stacks of wood, shall be placed on the exterior of any dwelling structure, and wood storage sheds, buildings or the like are not allowed.

10.5 Nuisances. No noxious, illegal, or offensive activities shall be carried on within any Lot; nor shall anything be done thereon which may be or may become an annoyance or a nuisance to or which may in any way interfere with the quiet enjoyment of each of the other Owners of their respective Lots. If the AC and Board of Managers determine that a thing or use is undesirable or noxious, that determination shall be conclusive.



10.6 Construction Requirements. Only one (1) single-family residence shall be allowed on each Lot. Primary Construction shall commence within one (1) year from the date of conveyance of the Lot by the Declarant to the individual Owner. The work of construction, altering or repairing any structure shall be diligently performed from its commencement until completion and, in any event, the exterior appearance thereof (including landscaping) shall be completed within eight (8) months after the commencement of construction. All construction shall conform to requirements established by any municipality or governmental agency having jurisdiction over the Property.

10.7 Lot(s) Under Construction. No building material of any kind shall be placed or stored upon any property in the Development Plan until the Owner is ready to commence construction, and then such material shall be placed within the boundary lines of the lot upon which its use is intended. No building material shall be placed, stored or kept upon any sidewalk or lot front easement areas. Owners and Builders shall conduct construction in a clean and professional manner. No loud music shall be tolerated, and no portable toilets, "san-i-can" or the like shall be placed on sidewalks or on any boundary line adjoining a neighboring lot or the golf course. During construction, loose dirt, dust or partials due to building and excavation shall be dampened with water to avoid airborne drift to neighboring lots. Furthermore Builders and Owners shall adhere to the AC standards and guidelines for removal of all trash associated with the construction process, and any signage placed on any lot.

10.8 Use During Construction. Except with the approval of the AC, no person shall reside upon the premises of any lot until such time as the improvements to be erected thereon in accordance with the plan and specifications approved by the AC have been completed, and occupancy has been granted by the City of Deer Park.

10.9 Division of Lots. No Lot shall be further divided for the purpose of sale or lease; provided that this restriction shall not apply to boundary line adjustments, which do not create additional building lots.

10.10 Water Supply and Sewage Disposal. No individual water supply or sewage disposal system shall be permitted on any lot, except for the purposes of Primary Construction a portable san-a-can or the like shall be allowed in accordance to section 10.6 of this Article.

10.11 Excavation. Except with the Approval of the AC, or except as may be necessary in connection with the construction of any Approved improvement, no excavation shall be made nor shall any dirt be removed from any lot herein.

10.12 Drainage. Except with the approval of the AC, the natural drainage of any lot shall not be changed, including any swale, which must have approval of the AC and the City of Deer Park.

10.13 Mobile and Modular Homes/Trailers. No mobile or modular home or residential trailer shall be permitted on any Lot. No structure of a temporary or movable character, including but not limited to a trailer, mobile home, RV, basement, tent, shack, garage, barn or any other outbuilding, shall be kept or used on any lot at any time as a residence. This provision shall not be deemed to prevent the use of a construction trailer for purposes of storage or security at any time during the initial period of construction.



10.14 Vehicle and Equipment Restrictions. No utility trailers of any kind, boat, camper, recreational vehicle of any kind, or commercial vehicle, bus, truck (other than standard size pickup truck), inoperable automobile, or similar equipment, and no vehicle which is in an extreme state of disrepair, shall be permitted to remain at, or upon any Lot, other than temporarily (not to exceed a period in excess of twenty-four [24] hours in any one week, and only for those purposes of loading and unloading of passengers or personal property), unless placed or maintained within an enclosed garage. Open-air storage of recreational vehicles in good repair shall be allowed on secondary Lots only, providing that such vehicle or equipment is screened appropriately from street view, is not intrusive to surrounding neighboring lots, and the screening and storage accommodations have been Approved in writing by the AC. No noisy or off-road, unlicensed motor vehicles shall be maintained or operated upon the Property.

10.15 Signs. No signs shall be displayed to the public view on any Lot, except such signs as may be approved in writing by the AC or Board of Managers. This restriction shall not apply to "For Sale" signs, which shall be allowed provided they do not exceed five (5) square feet in size. Any permitted sign shall be displayed only on the street side of the Lot.

10.16 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.

10.17 Animals. No animals, cattle, pigs, goats, poultry, or other livestock or animals shall be raised or maintained on any Lot. Nor shall there be any exotic reptiles, or birds of any kind raised, bred or kept on any lot or Dwelling Unit except with the Approval of the Board of Managers. Except that no more than two (2) usual and ordinary household pets such as dogs, cat, or birds may be kept, provided that they are not kept, bred, or maintained for commercial purposes, and that they are caged or leashed and attended when not on the lot or property where they belong. Dwelling Units including those adjoining the golf course may have dog runs, kennels or the like placed to the side yards and screened from the view of the golf course and streets. Electronic invisible restraint and tethers shall be allowed if such devices restrain animals behind a five (5) foot-set back from golf course boundary lines and front sidewalks. Pets shall be leashed and attended at all times, and pet Owners shall immediately retrieve any pet excrement deposited on any part of the golf course, common grounds, whether public or private owned properties included in the Development Plan and place the same in a proper receptacle.

10.18 Utility Lines; Radio and Television Antennas. All electrical service, telephone lines and other outdoor utility lines shall be placed underground. No exposed or exterior radio or television transmission or receiving antennas, (except that one (1) 24-inch satellite dish is allowed with approval of location by the AC), shall be erected, placed, or maintained on any part of such premises except as approved by the AC prior to installation or construction. Any waiver of these restrictions shall not constitute a waiver as to other lots or lines or antennas. Any electronic device that causes radio or television transmission interference to others shall not be allowed.



10.19 Miscellaneous Structures and Equipment. No elevated tanks of any kind shall be erected, placed, or permitted on any lot, provided, that nothing herein shall prevent the Declarant, it's heirs and assigns, from erecting, placing, or permitting the placing of tanks as may be deemed necessary for completion of the overall Development Plan. In addition, heat pump and air conditioning compressors shall be screened from view from the street and golf course, and shall be insulated if necessary so as not to produce an unreasonable level of noise.

10.20 Fences. No fence shall be allowed to extend into the front yard towards the street past the front of the dwelling structure.

10.21 No Hazardous Activities. No activities shall be conducted nor shall any improvements be constructed anywhere on a lot which are or might be unsafe or hazardous to any person or property.

10.22 Motorized Vehicles. No motorized vehicles, including lawn mowers, except necessary maintenance equipment used by the golf course maintenance crew, or golf carts shall be permitted on any portion of the golf course areas not designated as a roadway or parking area.

10.23 Interference with Golf Course and Play. Owners shall be obligated to refrain, and cause their lessees and guests to refrain, from any activity which would detract from the playing qualities of the golf course or the development of an attractive overall landscaping plan for the entire golf course area. Such prohibited activities shall include, without limitation, permitting dogs or other pets on the Lot or on the golf course under conditions which would interfere with play due to noise or otherwise, running on the golf course, picking up golf balls or other like interference with play.

10.24 Entry By Golfers. Until such time as a Dwelling structure is started on a lot, the Declarant, its agents, successors, or assigns, reserves an easement to permit and authorize registered golf course players and their caddies to enter upon a lot to recover a ball or play a ball subject to the official rules of the course, without such entering and playing being deemed a trespass. Upon commencement of construction of a dwelling upon a lot, registered players or their caddies shall not be entitled to enter on any such Lot for any purpose.

10.25 No Reserved Rights. Ownership of a dwelling unit or lot in itself shall not create any rights of access, play or membership to the golf course constructed within the Development. Owners shall refrain from accessing the golf course from any point within the Development, except through registration at the Golf Club House Pro Shop. Declarant or assigns, or Proprietor of the Deer Park Golf Course reserves the right to use said golf course and golf club as it may choose in its sole discretion.

10.26 Authority to Adopt Additional Rules and Restrictions. After the Development Period ends, the Board of Managers and AC shall have the authority to adopt additional written rules and restrictions governing the use of the property provided such rules and restrictions are consistent with the purposes of the Declaration, and to establish penalties for violation of those rules and regulations. If rules and restrictions are adopted, they, along with the established penalties, shall be available to all members upon request.



10.27 No Warranty of Enforceability. While Declarant has no reason to believe that any of the restrictive covenants contained in this Declaration are or may be invalid or unenforceable or any reason or to any extent, Declarant makes no warranty or representation as to the present or future validity or enforceability of any such restrictive covenant. Any Owner acquiring a Lot in this plat and the Development Plan in reliance on one or more of such restrictive covenants shall assume all risks of the validity and enforceability thereof and, by acquiring the Lot agrees to hold Declarant harmless there from.

END OF ARTICLE 10

USE RESTRICTIONS



ARTICLE 11

INSURANCE

11.1 Duty to Obtain Insurance; Types. The following policies of insurance shall be obtained and maintained:

(a) Hazard Insurance: Each Owner shall maintain, with respect to its Lot, and the Association shall maintain, with respect to the Common Area, hazard insurance covering loss or damage to all parts of such ownership (and contents) in the amount of the full replacement value thereof, providing protection against all direct causes of loss. The insurance shall name the Association as an additional insured and shall contain the standard mortgage clause, naming the holders of first mortgages as the mortgagees.

(b) Liability Insurance: Each Owner, with respect to its Lot and improvements thereon, and the Association, with respect to the Common Area, shall maintain, at their respective cost, a comprehensive general liability insurance policy, with policy limits and endorsements deemed appropriate by the Board (but having a combined single limit of liability or not less than (\$500,000.), covering all occurrences within such Lot and the Common Area.

11.2 Lenders' Requirements. Notwithstanding the foregoing, the Association and each Lot Owner shall maintain insurance and fidelity bonds meeting the requirement for similar projects established by the Federal National Mortgage Association ("FNMA"), The Government National Mortgage Association ("GNMA"), the Mortgage Association ("TMC"), Veterans Administration ("VA") and/or the Federal Housing Administration ("FHA"), so long as any of them shall be a holder, insurer, or guarantor, of a mortgage on a Lot within the Project, except to the extent such coverage is not available or has been waived in writing FNMA, GNMA, TMC, VA and/or FHA, as applicable.

11.3 Waiver of Claim Against Association. As to all policies of insurance maintained by or for the benefit of the Association and the Owners, the Association and the Owners hereby waive and release all claims against one another, the Board of Managers and Declarant, to the extent of the insurance proceeds available, whether or not the insurable damage or injury is caused by the negligence of or breach of any agreement by any said persons.

11.4 Indemnification and Liability. Owner shall indemnify and save Association harmless against and from any and all claims by or on behalf of any person or persons, firm or firms, corporation or corporations, arising from the conduct or management of the Association, or occurring on the premises, or from any work or thing done by Owner in or about the demised premises; and Owner shall further indemnify and save Association harmless against and from any and all claims arising during ownership from any breach or default on the part of Owner to be preformed, pursuant to the terms of this Document or arising from any act of negligence of Owner, or any of it's agents, contractors, servants, employees, or licenses in or about the demised premises, and from and against all costs, counsel fees, expenses and liabilities incurred in or about any such claim, or action or proceeding brought thereon; and in case any action or proceeding be brought against Association by reason of any such claim,



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Owner upon notice from Association, covenants to resist or defend such action or proceeding by counsel reasonably satisfactory to Association, Owner shall not suffer or give cause for the filing of any line against the demised premises. Owner will keep and maintain in force comprehensive public liability insurance with limits not less than \$500,000.00 per person and \$500,000.00 per occurrence. Liability insurance policies shall name Association as additional named insured, and Owner will provide Association with certificates of such insurance.

Owner shall carry additional coverage as common area can involve many parties. Owner shall carry any desired additional coverage as to casualty, acts of god or nature. Owner indemnifies Association as to such events in relation to personal property and Association indemnifies Owners as to the same events in relation to the building and Association personal property.

Association and Owner hereby mutually release each other from liability and waive all right of recovery against each other for any loss from perils insured against under their respective multi-peril and / or fire insurance policies, including any extended coverage endorsements thereto; provided that this paragraph shall be inapplicable if it would have the effect, but only to the extent that it would have the effect, of invalidating any insurance coverage of Association or Owner.

END OF ARTICLE 11

INSURANCE



ARTICLE 12

DESTRUCTION OF IMPROVEMENTS

12.1 Restoration of Common Area. Except as otherwise provided in this Declaration, in the event of any destruction of any portion of the Common Area, the repair or replacement of which is the responsibility of the Association, it shall be the duty of the Association to restore and repair the same to its former condition, as promptly as practical. The proceeds of any insurance maintained pursuant to Article 10 hereof for reconstruction or repair of the Common Area shall be used for such purpose, unless otherwise provided herein. The Board shall be authorized to have prepared the necessary documents to effect such reconstruction as promptly as practical. The Common Area shall be reconstructed or rebuilt substantially in accordance with the original construction plans, unless changes recommended by the Board or the Architectural Committee have been approved by the vote of a majority of the total voting power of the Owners. If the amount available from the proceeds of such insurance policies for such restoration and repair is not sufficient to cover the entire cost of restoration and repair, the Association shall be authorized to levy an Extraordinary Assessment to collect the deficiency from all Owners and to proceed with the restoration.

12.2 Restoration of Residential Improvements. In the event of any destruction of any portion of any residential improvements, it shall be the duty of the Owner, subject to the rights of any first mortgagee, to restore and repair the same to its former condition, as promptly as practical. The proceeds of any insurance maintained pursuant to Article 11 hereof for reconstruction and repair of the improvements shall be used for such purpose, unless otherwise provided herein. The improvements shall be reconstructed or rebuilt substantially in accordance with the original construction plans, unless changes are approved by the Board or the Architectural Committee. If the amount available from the proceeds of such insurance for such restoration and repair is insufficient, the cash required shall be provided by the Owner.

END OF ARTICLE 12

DESTRUCTION OF IMPROVEMENTS



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ARTICLE 13

EMINENT DOMAIN

13.1 Awards: Repair, Restoration and Replacement. In the event of any taking of any Lot in the Development Plan by eminent domain (including actual condemnation or sale under threat of condemnation), the Owner of such Lot shall be entitled to receive the award for such taking (subject to the rights of any Mortgagee thereof), and after acceptance thereof, he or she and his or her Mortgagee(s) shall be divested of all interest, if such Owner shall vacate his or her Lot as a result of such taking. In the event of a taking by eminent domain of more than one Lot at the same time, the Board may participate in the negotiations, and may propose the method of division of the proceeds of condemnation, where Lots are not valued separately by the condemning authority or by the court. In the event any Lot Owner or first Mortgagee disagrees with the proposed allocation, he or she may have the matter submitted to arbitration under the rules of the American Arbitration Association.

13.2 Awards for Owners' Personal Property and Relocation. Where all or part of the Project is taken by eminent domain, each Owner shall have the exclusive right to claim the entire award made for such Owner's personal property, and any relocation, moving expense, or other allowance of a similar nature designed to facilitate relocation.

END OF ARTICLE 13

EMINENT DOMAIN



ARTICLE 14

RIGHTS OF MORTGAGEES

In order to induce various lenders and lending agencies, including without limitation, The Mortgage Corporation ("TMC"), the Government National Mortgage Association ("GNMA") and the Federal National Mortgage Association ("FNMA"), the Veterans Administration ("VA") and/or the Federal Housing Administration ("FHA") to participate in the financing of the sale of Lots within the Development Plan, this Article 14 is included in this Declaration. To the extent these added provision, pertaining to the rights of such lenders and lending agencies, conflict with any other provisions of this Declaration or any other of the Development Plan Documents, these added restrictions shall control. For purposes of this Article 14, the terms "Eligible Holder" and "Eligible Insurer or Guarantor" refer to a holder, insurer or guarantor of any first mortgage on a Lot, who has provided a written request to the Association, to be notified of any proposed amendment or action described in Paragraph 14.5 or Paragraph 14.6 below.

14.1 Rights of Mortgagee. Notwithstanding any other provision of Documents, no amendment or violation of the Documents shall operate to defeat or render invalid the rights of any mortgagee of a Lot made in good faith and for value, provided that after the foreclosure of any such mortgage, such Lot shall remain subject to the Development Plan Documents.

14.2 Claims or Liens. Each first Mortgagee of a mortgage encumbering any Lot, which obtains title to such Lot pursuant to judicial foreclosure or the powers provided in such mortgage, shall take title to such Lot free and clear of any claims for unpaid assessments, or charges against such Lot, which accrued after the time such mortgagee recorded its mortgage, and prior to the time such mortgagee acquires title to such Lot.

14.3 Mortgagees Examination and Representation. Mortgagees, upon written request, shall have the right to (1) examine the books and records of the Association during normal business hours; (2) require from the Association the submission of annual financial reports and other financial data; (3) receive written notice of all meetings of the Owners; and (4) designate, in writing, a representative to attend all such meetings.

14.4 Owner Authorization to Mortgagee. Each Owner hereby authorizes the first Mortgagee of a first mortgage on his or her Lot to furnish information to the Board of Managers concerning the status of the first mortgage and the loan, which it secures.

14.5 Material Changes. Lot Owners shall have the right to amend the Plat Documents in accordance with Article 15 below, subject to the rights of Eligible Holders to participate in the amendment process as provided in this Paragraph. Amendments of a material nature shall be agreed to by (i) the Declarant (so long as the Declarant owns any Lot in the Development; (ii) Lot owners representing at least sixty percent (60%) of the total allocated votes in the Association, excluding votes held by the Declarant; and (iii) Eligible Holders representing at least fifty-one (51) percent of the votes of the Lots that are subject to mortgages held by the Eligible Holders. A change affecting any of the following would be considered as material:

- Voting rights;
- Assessments, assessment liens, or subordination or assessment liens;



- Reserves for maintenance, repair and replacement of Common Area;
- Responsibility for maintenance and repairs;
- Reallocation of interests in the Common Area, or rights to its use;
- Boundaries of any Lot;
- Convertibility of Lots in Common Area or vice-versa;
- Expansion or contraction of the Project, or the addition, annexation or withdrawal of property to or from the Project;
- Insurance or fidelity bonds;
- Leasing of Lots;
- Imposition of any restrictions on a Lot Owner's right to sell or transfer his or her Lot;
- A decision by the Association to establish self-management when professional management had been previously required by the Eligible Holder;
- Restoration or repair of the Project (after a hazard damage or partial condemnation) in a manner other than that specified in the Documents;
- Any action to terminate the legal status of the Project after substantial destruction or condemnation (when Lot Owners are considering termination of the legal status of the Project for reasons other than substantial destruction or condemnation, approval must be obtained from Eligible Holders representing at least sixty percent (60%) of the votes of Lots that are subject to mortgages held by Eligible Holders); or
- Any provisions that expressly benefit mortgage holders, insurers or guarantors.

If the Association determines that an addition or amendment to the Project Documents is not a material change, the approval of Eligible Holders shall be implied by the failure of an Eligible Holder to submit a response to a written proposal for an amendment within thirty, (30) days after the proposal is made.

14.6 Written Notice. Each Eligible Holder and each Eligible Insurer or Guarantor is entitled to timely written notice of the following:

- Any condemnation or casualty loss that affects either a material portion of the Project or the Lot securing its mortgage;
- Any sixty (60) day delinquency in the payment of assessments or charges owed by the Owner of any Lot on which it holds the mortgage;
- A lapse, cancellation, or material modification of any insurance policy or fidelity bond maintained by the Association; and
- Any proposed action that requires the consent of a specified percentage of Eligible Holders.



In addition to the foregoing, the Board shall have the power and authority, without the vote of the Association, to enter into such contracts or agreements on behalf of the Association as are required in order to satisfy the guidelines of the VA, FHA, TMC, the FNMA or the GNMA or any similar entity, so as to allow for the purchase, guaranty or insurance, as the case may be, by such entities of first mortgages encumbering Lots. Each Owner hereby agrees that it will benefit the Association and the membership of the Association, as a class of potential mortgage borrowers and potential sellers of the residential Lots, if such agencies approve the Property as a qualifying Project under their respective policies, rules, and regulations, as adopted from time to time.

END OF ARTICLE 14

RIGHTS OF MORTGAGEES



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ARTICLE 15

DURATION AND AMENDMENT

15.1 Duration. This Declaration shall continue in full force until the Development Period has completed, or is relinquished in writing, or for a term of fifty (50) years from the date hereof, after which time the same shall be automatically extended for successive periods of ten (10) years, unless a Declaration of Termination is recorded, meeting the requirements of an amendment to this Declaration as set forth in Paragraph 15.2

15.2 Amendment. Notice of the subject matter of a proposed amendment to this Declaration in reasonably detailed form shall be included in the notice of any meeting of the Association at which the proposed amendment is to be considered. A resolution adopting a proposed amendment may be proposed by an Owner at a meeting of the Members of the Association. The resolution shall be adopted by (i) the approval of the petition by written consent from the Declarant and (ii) Lot Owners representing at least sixty percent (60%) of the total allocated votes in the Association.

Notwithstanding the foregoing, the following special voting provisions shall apply:

(a) Amendments of material nature shall be enacted in compliance with the provisions of Articles 14 and 17 of this Declaration;

(b) The specified percentage of the voting power necessary to amend a specified provision of this Declaration shall be not less than the percentage of affirmative votes prescribed for action to be taken under that provision;

After Development Period a certificate, signed and sworn to by two (2) officers of the Association, that the record Owners of the required number of Lots (and the necessary number of Owners, and the required number of first mortgagees, where applicable) have either voted for or consented in writing to any amendment adopted as provided above, when recorded, shall be conclusive evidence of that fact. The Association shall maintain in its files the record of all such votes or written consents for a period of at least four (4) years.

END OF ARTICLE 15

DURATION AND AMENDMENT



ARTICLE 10

DECLARANT'S RIGHTS AND RESERVATIONS

Declarant is undertaking the work of development of the Deer Park Golf & Country Club general development plan, which includes but is not limited to the establishment of a single-family residential community on the Property. The completion of that work and the sale, rental, and other disposal of the Lots, is essential to the establishment and welfare of the Property as a single-family residential community. In order that said work may be completed as rapidly as possible, nothing in this Declaration shall be understood or construed to:

16.1 Prevent AC Appointment. Declarant at it's discretion may appoint Architectural Committee members until such time the entire Development Plan is 100% sold, or fifty (50) years, or such time as Declarant control is relinquished in writing.

- A. Prevent Declarant, its contractors, or subcontractors from doing on the Property or any Lot, whatever is reasonably necessary or advisable in connection with the completion of the work; or
- B. Prevent Declarant or its representatives from erecting, constructing and maintaining on any part or parts of the Property, such structures as may be reasonable and necessary for the conduct of its business of completing said work and establishing said Property as a single-family or multi-family residential community, and disposing of the same by sale, lease, or otherwise; or
- C. Prevent Declarant from maintaining such sign or signs on any of the Property as may be necessary for the identification of the Property or for the sale, lease or disposition thereof.

16.2 Prevent Board of Managers Appointment. Pursuant to the Bylaws, Article 4 – Sections one, two and three, the Declarant shall appoint the Board of Managers, but as Declarant nears the end of the Development Period the Declarant shall appoint Owners to the Board as follows:

- (a) At such time 80% of the lots to be annexed and subject to this Declaration are sold, the Developer will replace one Board Member with an Owner.
- (b) At such time 90% of lots to be annexed and subject to this Declaration are sold, the Developer shall replace a second board member with an Owner.
- (c) Upon such time the Development Period is terminated by fifty, (50) years, or Declarant relinquishes control in writing, or the Development is 100% sold, the Declarant shall replace a third board member with an owner.

So long as Declarant, its successors-in-interest and assigns, owns one or more of the Lots established and described in this Declaration and except as otherwise specifically provided herein, Declarant, its successors and assigns, shall be subject to the provisions of this Declaration.



In the event Declarant shall convey all of its right, title and interest in and to the Property to any third person, then and in such event, Declarant shall be relieved of the performance of any further duty of obligation hereunder, and such third person shall be obligated to perform all such duties and obligations of the Declarant.

END OF ARTICLE 16

DECLARANT'S RIGHTS AND RESERVATIONS



WARREN DEVELOPMENTS, INC

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Spokane Co, WA

GENERAL PROVISIONS

17.1 Binding Effect. All present and future owners or occupants of dwelling units shall be subject to and shall comply with the provisions of this Declaration, as amended from time to time the acceptance of a deed or conveyance or the entering into occupancy of any dwelling unit shall constitute an agreement that the provisions of this Declaration, amended from time to time, are accepted and ratified by such owner or occupant, and all such provisions shall be deemed and taken to be covenants running with the land and shall bind any person having at any time and interest or estate in such dwelling unit, as though such provisions were recited and stipulated at length in each and every deed and conveyance or lease thereof.

17.2 Enforcement. The AC, Declarant or the Association (acting through the board) shall have the right to enforce, by any proceedings at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration, and in such action shall be entitled to recover costs and reasonable attorneys' fees as are ordered by the Court. Failure, delay, or omission by any such person or entity to enforce any such provision shall in no event be deemed a waiver of the right to do so thereafter. No action shall be brought or maintained by any Owner or with respect to any Lot, officers, directors, agents or representatives for or on account of their failure to bring any action for any breach of any of the Project Documents or for imposing restrictions which may be unenforceable.

17.3 Penalty. In addition to all other remedies available to the Association, in the sole discretion of the Board of Managers of the Association, a fine or fines may be imposed upon an Owner and /or Owner's lessee for failure of an Owner, Owner's lessee and family, guest, or invitee or employee to comply with the terms and conditions of this Declaration, the Bylaws, or Articles of Incorporation, or with any rule or regulation of the Association, (collectively referred to as "Documents"). Assessment of fines shall be governed by the following procedures:

A. Notice. The Association shall notify the Owner (and lessee if applicable) in writing of the Governing Document or Governing Documents that have been violated. A short, plain statement of the matters asserted by the Association shall be included in the notice. The notice of infraction shall state a time limit in which the infraction may be remedied and shall state the manner in which the owner may respond, if desired, to the notice of infraction.

If the Owner disputes the infraction, then a hearing will be set, to be held within 30- days of receipt of notice of disagreement. The hearing shall be conducted by the Board of Managers, or by a committee delegated to handle infractions. At the time of this hearing, the owner may present reasons why a fine should not be imposed. The party against whom the fine is sought shall be given not less than fourteen (14) days' notice of the meeting or hearing.

B. Meeting or Hearing. The party against whom the fine may be levied shall have an opportunity to respond, to present evidence, and to provide written and oral



argument on all issues involved, and shall have an opportunity at the meeting or hearing to review, challenge, and respond to any material consideration by the Association in making the determination to fine. A written decision of the Board of Managers (or its delegated committee) shall be submitted to the party not later than ten (10) days after the meeting or hearing is held.

C. Amount of Fines. The Board of Managers may impose fines against an owner and / or lessee in an amount determined by the Board from time to time, provided, however, that no fine shall exceed one-hundred (\$100.00) dollars per infraction, except with respect to any violation, the continuance of which the Board considers a new infraction for which a separate fine may be levied. At such time the Board deems necessary, the Board may increase the maximum fine amount, except that an increase shall not be official without every member of the Board of Managers written approval.

D. Payment of Fines. Fines shall be paid not later than ten (10) days after notice of their imposition has been submitted to the party. If any part of any fine is not paid within ten (10) days after the due date, an automatic late charge equal to ten percent (10%) of the fine (but not less than \$10.00) shall be added to and collected with the Assessment. Additionally, if any part of any fine is not paid and received by the Association or its designated agent within thirty (30) days after the due date, the total unpaid amount (including the late charge) shall thereafter bear interest at the rate of no more than eighteen percent (18.00%) per annum until paid.

E. Application of Penalty. All monies received from fines shall be allocated as directed by the Board of Managers.

F. Imposition of Lien. Any fine assessed by the Board against an owner together with any interest, cost, and reasonable attorney's fees shall be (1) a continuing lien against the Owner's lot, and (2) a personal obligation of the owner/lessee against whom the fine is assessed.

G. Non-Exclusive Remedy. Fines shall not be construed to be exclusive and shall exist in addition to all other rights and remedies to which the Association may otherwise be legally entitled.

H. Board of Managers May Delegate Responsibility. All acts performed by the Board of Managers pursuant to this section may be delegated to a committee appointed by the Board of Managers.

17.4 Invalidity of Any Provision. Should any provision of this Declaration be declared invalid or in conflict with any law of the jurisdiction where the Property is situated, the validity of all other provisions shall remain unaffected and in full force and effect.

17.5 Conflict of Project Documents. If there is any conflict among or between the Project Documents, priority shall be given to Project Documents in the following order: Plat, Declaration, Bylaws, Articles, and the rules and regulations of the Association. Notwithstanding the foregoing, any provision in any of the Development Plan Documents,

which is for the protection of Mortgagees shall have priority over any inconsistent provision in that document or in any other Development Document.

17.6 Interpretation. In interpreting this Declaration, the term "person" may include natural persons, partnerships, corporations, associations, arbitrator and personal representatives. The singular may also include the plural and masculine may include the feminine, or vis versa, where the context so admits or requires. This Declaration shall be liberally construed in favor of the party seeking to enforce its provisions to effectuate the purpose of protecting and enhancing the value, marketability, and desirability of the property by providing a common plan for the development.

17.7 Variance. Variance from any provisions contained in this Declaration, other than the subsequent provisions relating to amendments, may be authorized by the AC. Such authorization by the AC shall be granted by unanimous approval of all members of the AC present at a meeting, but no less than a quorum, called for the purpose.

17.8 Power of Declarant to Amend to Meet Financing Requirements. Notwithstanding anything in this Declaration to the contrary, Declarant may without the consent of any Owner, at any time prior to the time it has sold and closed one-hundred (100%) percent of the dwelling units subject to this Declaration or (50) fifty years, or relinquished control in writing, amend this Declaration by an instrument signed by Declarant alone in order to satisfy the requirements of financing agencies.

17.9 Certain Rights of Declarant. For such time as Declarant shall own lots or dwelling units, there shall be no amendments to the Declaration, which:

- (a) Discriminate or tend to discriminate against the Declarant's rights as an owner.
- (b) Change Article 1 (Definitions) in a manner, which alters Declarant's right or status.
- (c) Alter Declarant's rights under Article 2 regarding annexation of additional properties.
- (d) Alter previously recorded or written agreements with public or quasi-public agencies regarding easements and rights-of-way.
- (e) Alter the AC's rights as set forth in Articles relating to architectural controls.
- (f) Substantially alter the rights of the Spokane RV Resort, or the Deer Park Golf Course, Clubs, and members, if any, as set-forth in this Declaration.

END OF ARTICLE 17

GENERAL PROVISIONS



SCHEDULE A

OWNER BENEFITS

Each Member of the Mountain View Meadows Owner Association shall be entitled to certain privileges and benefits at the Deer Park Golf Course.

At such time this Declaration is recorded, and at such time an Owner has completed the closing of a Lot sale, and at such time an Owner is paying association assessments and is current on such assessments an Owner is entitled to the following benefits which include restrictions as stated.

Benefits. Golf Course benefits shall include reduced golfing rates and preference of tee times, which the Proprietor of the Deer Park Golf Course reserves the right to amend from time to time.

Golf Rates: An Owner, and immediate family which are/or going to be living with an Owner upon any Lot, shall receive a 30% discount applied and valid for the following; Adult weekend greens fee rate, or season family pass, or single adult season pass.

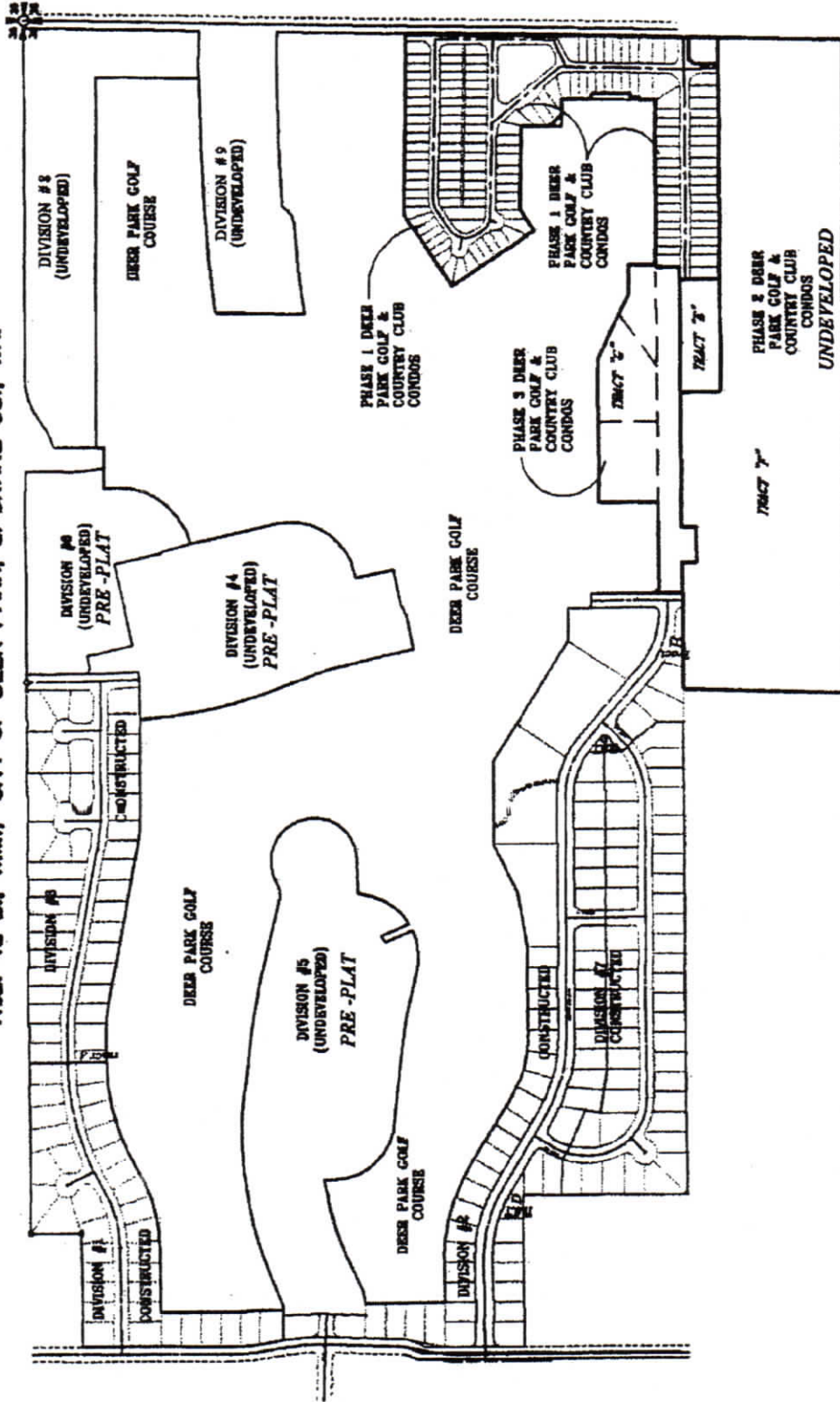
Tee Time: An Owner and immediate / direct family shall have preference of tee times. Tee times may be scheduled two (2) weeks in advance. This consideration is intended to mean first choice above golf players that are not Owners, and not a member of any golf club, and are not allowed to schedule tee times more than one (1) week in advance of play. Except that no Owner shall have preference of tee time above another Owner, and no Owner shall have preference of tee time above any golf tournament, any golf club (s) activities, or any special golf course event that may require the use of the entire golf course facilities.

Direct Family Direct or immediate family, are persons living full time with an Owner of a Lot. Immediate family does not apply to any persons, friend, associate or relative who does not live full time at the Development.

Registration: All Owners who desire to receive golfing discounts and privileges shall register at the Deer Park Golf Club House as an Owner. Registration shall include photo identification of the Owner and identification of immediate / direct family claiming golf course privileges, and a copy of a written document indicating ownership of a Lot located within the Deer Park Golf & Country Club Plat.

Protocol. Each Owner and immediate / direct family shall abide by the golf course procedures and codes of behavior. The Golf Course management reserves the right to refuse services and golfing privileges to any Owner or the Owners immediate / direct family, who in the management's opinion, is in non-compliance with any golf course codes of behavior or procedures, or who has displayed non-compliance of Use Restrictions as set forth in Article 10; Sections 10.25 and 10.23 of this Declaration.

EXHIBIT A
DEER PARK GOLF & COUNTRY CLUB-DIVISION MAP
 A PORTION OF THE WEST 1/2 OF SECTION 36, TWP. 29 N.,
 RGE. 42 E., W.M., CITY OF DEER PARK, SPOKANE CO., WA.





IN WITNESS WHEREOF, the undersigned, being the owner of all of the lots subject to these Covenants, has executed these Declarations of Covenants, Conditions and Restrictions for Deer Park Golf & Country Club, Mountain View Meadows, Division Three, on this 1st day of October, 2005.

WARREN DEVELOPMENTS, INC., a
Washington Corporation.

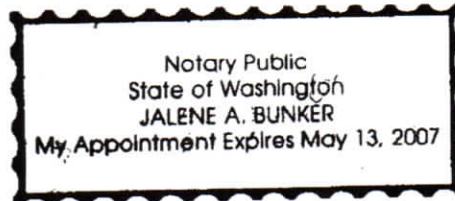
By: Larry O Robertson
Larry O. Robertson, Secretary-Treasurer

STATE OF WASHINGTON
COUNTY OF LEWIS

On the 1 day of ~~August~~ ^{Oct}, 2005 before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Larry O. Robertson, to me known to be the secretary-Treasurer of WARREN DEVELOPMENT, Inc., a Washington Corporation, the corporation that executed the foregoing instrument, and acknowledged the 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 he is authorized to execute the said instrument.

GIVEN under my hand and official seal this 1 day of October, 2005.

Notary public in and for the State of WA
Washington, residing at LEWIS CO.



When Recorded Please Return To:



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

Document Title: Declaration of Annexation for Mountain View Meadows
Owners Association.

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: Portion of SW 1/4 of Section 36, Township 29 North, Range
42 East Willamette Meridian, City of Deer Park, Spokane
County, State of Washington.

APN: 29362.0053; 29362.0054; 29362.0055; 29362.0056;
29362.1401; 29362.1402; 29362.1403; 29362.1404;
29362.1405; 29362.1406; 29362.1407; 29362.1408;
29362.1409; 29362.1410; 29362.1412; 29362.1413;
29362.1414; 29362.1415; 29362.1416; 29362.1417;
29362.1418; 29362.1419; 29362.1420; 29362.1421;
29365.1422; 29365.1423; 29365.1424; 29365.1426;
29365.1427; 29362.1428; 29362.1429; 29362.1430;
29362.1431; 29362.1432; 29362.1433; 29362.1434;
29362.1435; 29362.1436; 29362.1437; 29362.1438;
29362.1439.

When Recorded Please Return To;

J Craig Barrile
Attorney at Law
PO Box 1189
Deer Park, WA 99006

DECLARATION OF ANNEXATION
FOR MOUNTAIN VIEW MEADOWS OWNERS ASSOCIATION

WARREN DEVELOPMENTS, INC., a Washington corporation, is the Declarant under the Declaration of Covenants, Conditions, Restrictions and Easements for Deer Park Golf & Country Club, Division 3, (Mountain View Meadows Owners Association), ("Declaration"), filed on October 10, 2005, and recorded under Spokane County Auditor's File No. 5288356. Declarant, pursuant to Article 2 of the Declaration, hereby subjects and annexes the following described real property to the Declaration:

Division 4, and Preliminary Divisions 5, 6, 8 and 9, all further described on the legal descriptions attached hereto and made a part hereof.

Additionally, Developer does hereby remove the following real property from the Deer Park Golf & Country Club, Division 1 Declarations of Covenants, Conditions and Restrictions, recorded on June 16, 1994, under Spokane County Auditors File Number 9406160403, and amendments thereto, recorded under Spokane County Auditors File Numbers 4042274; 4201164; 4599340; 9505260578.

Lots 1-10, lots 12-24, and lots 26-39, DEER PARK GOLF AND COUNTRY CLUB DIVISION 4, as per plat recorded in Volume 33 of Plats, pages 73 and 74, records of Spokane County; Situate in the City of Deer Park, County of Spokane, State of Washington.

DATED this 25 day of August, 2010.

Larry Robertson
Larry Robertson, Secretary/ Treasurer

STATE OF WASHINGTON
COUNTY OF SPOKANE

On the 25 day of August, 2010 before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Larry Robertson, to me known to be the Secretary/Treasurer of Warren Developments, Inc., a Washington Corporation, the corporation that executed the foregoing instrument, and acknowledged the 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 he is authorized to execute the said instrument.

GIVEN under my hand and official seal this 25 day of August, 2010.

J CRAIG BARRILE
Notary Public
State of Washington
My Commission Expires
December 01, 2013

J Craig Barrile
Notary public in and for the State of
Washington, residing at Deer Park

DIVISION 4

Lots 1-10, lots 12-24, and lots 26-39, DEER PARK GOLF AND COUNTRY CLUB DIVISION 4, as per plat recorded in Volume 33 of Plats, pages 73 and 74, records of Spokane County; Situate in the City of Deer Park, County of Spokane, State of Washington.

APN: 29362.1401; 29362.1402; 29362.1403; 29362.1404; 29362.1405; 29362.1406;
29362.1407; 29362.1408; 29362.1409; 29362.1410; 29362.1412; 29362.1413; 29362.1414;
29362.1415; 29362.1416; 29362.1417; 29362.1418; 29362.1419; 29362.1420; 29362.1421;
29365.1422; 29365.1423; 29365.1424; 29365.1426; 29365.1427; 29362.1428; 29362.1429;
29362.1430; 29362.1431; 29362.1432; 29362.1433; 29362.1434; 29362.1435; 29362.1436;
29362.1437; 29362.1438; 29362.1439.

DIVISION 5

A portion of the Southwest Quarter of Section 36, Township 29 North, Range 42 East of the Willamette Meridian, more particularly described as follows:

BEGINNING at the Northwest corner of Lot 1 of Deer Park Golf & Country Club Division 2 according to the plat thereof as filed on June 13, 1995 in Book 23 of Plats at pages 13 thru 15, under Auditor's File No. 9506130197, records of Spokane County;

Thence North $0^{\circ}26'58''$ West 36.84 feet to the beginning of a non-tangent curve, concave Northeasterly, having a radius of 1760.00 feet, the center of which bears North $64^{\circ}13'35''$ East;

Thence Northerly 566.94 feet along said curve through a central angle of $18^{\circ}27'23''$ to the beginning of a compound curve, concave Easterly, having a radius of 1210.00 feet;

Thence Northerly 232.30 feet along said curve through a central angle of $11^{\circ}00'00''$ to the beginning of a compound curve, concave Easterly, having a radius of 4160.00 feet;

Thence Northerly 10.77 feet along said curve through a central angle of $0^{\circ}08'54''$;

Thence, along a non-tangent line, North $7^{\circ}47'05''$ East 85.10 feet to the beginning of a non-tangent curve, concave Southeasterly, having a radius of 4155.00 feet, the center of which bears South $84^{\circ}59'53''$ East;

Thence Northerly 789.08 feet along said curve through a central angle of $10^{\circ}52'52''$ to the beginning of a reverse curve, concave Westerly, having a radius of 71.78 feet;

Thence Northerly 61.31 feet along said curve through a central angle of $48^{\circ}56'16''$ to the beginning of a reverse curve, concave Southerly, having a radius of 175.00 feet;

Thence Northerly, Easterly and Southerly 640.70 feet along said curve through a central angle of $209^{\circ}46'08''$;

Thence, along a non-tangent line, South $3^{\circ}17'08''$ East 141.89 feet;

Thence South $76^{\circ}13'38''$ East 58.96 feet to the beginning of a tangent curve, concave Southwesterly, having a radius of 255.00 feet;

Thence Southeasterly 400.55 feet along said curve through a central angle of $90^{\circ}00'00''$ to the beginning of a reverse curve, concave Easterly, having a radius of 3535.00 feet;

Thence Southerly 602.58 feet along said curve through a central angle of $9^{\circ}46'00''$ to the beginning of a reverse curve, concave Northwesterly, having a radius of 255.00 feet;

Thence Southwesterly 373.85 feet along said curve through a central angle of $84^{\circ}00'00''$;

Thence South $88^{\circ}00'22''$ West 45.56 feet to a point of cusp with a curve, concave Northeasterly, having a radius of 1440.00 feet, the center of which bears North $79^{\circ}46'54''$ East;

Thence Southeasterly 429.74 feet along said curve through a central angle of $17^{\circ}05'56''$ to the beginning of a reverse curve, concave Southwesterly, having a radius of 290.00 feet;

Thence Southerly 149.31 feet along said curve through a central angle of $29^{\circ}29'57''$ to the Northeast corner of Lot 2 according to said plat of Deer Park Golf & Country Club Division 2;

Thence North $87^{\circ}49'08''$ West 190.00 feet along the boundary line of said Division 2 to the Northeast corner of said Lot 1;

Thence South $88^{\circ}17'57''$ West 147.55 feet to the Point of Beginning;

Situate in the City of Deer Park, County of Spokane, State of Washington.

APN: 29362.0053

DIVISION 6

A portion of the Southwest Quarter of the Northwest Quarter of Section 36, Township 29 North, Range 42 East of the Willamette Meridian, more particularly described as follows;

COMMENCING at the West Quarter corner of said Section 36;
 Thence North 0°08'52" West along the West line of said Section 36 a distance of 30.00 feet to the Northwest corner of the plat of Deer Park Golf & Country Club Division 3 as recorded on October 10, 2005 in Book 31 of Plats at pages 94 and 95 under Auditor's File No. 5288357, records of Spokane County, said point being the True Point of Beginning;
 Thence continuing North 0°08'52" West along the West line of said Section 36 a distance of 1184.35 feet;
 Thence North 89°51'08" East 60.00 feet to the beginning of a non-tangent curve, concave Northeasterly, having a radius of 220.00 feet, the center of which bears North 89°51'08" East;
 Thence Southeasterly 148.81 feet along said curve through a central angle of 38°45'17" to the beginning of a reverse curve, concave Southwesterly, having a radius of 370.00 feet;
 Thence Southeasterly 158.95 feet along said curve through a central angle of 24°36'50";
 Thence, along a non-tangent line, North 89°51'08" East 147.21 feet;
 Thence South 0°40'00" West 160.73 feet to a point of cusp with a curve, concave Southwesterly, having a radius of 306.00 feet, the center of which bears South 9°59'46" East;
 Thence Easterly and Southerly 452.42 feet along said curve through a central angle of 84°42'41" to the angle point on the North boundary line of Lot 7, according to the plat of Deer Park Golf & Country Club Division 4 as recorded on February 15, 2007 in Book 33 of Plats at pages 73 and 74 under Auditor's File No. 5497715, records of Spokane County;
 Thence along the Northerly and Westerly boundary of said Deer Park Golf & Country Club Division 4 the following courses:
 South 72°57'50" West 126.10 feet to the beginning of a non-tangent curve, concave Southwesterly, having a radius of 180.00 feet, the center of which bears South 75°56'32" West;
 Thence Southerly 4.97 feet along said curve through a central angle of 1°34'58";
 Thence, along a non-tangent line, South 77°31'30" West 190.00 feet;
 Thence South 12°28'30" East 355.00 feet;
 Thence South 12°16'23" East 87.63 feet to the Southwest corner of Lot 1 according to said plat of Deer Park Golf & Country Club Division 4 and the beginning of a non-tangent curve, concave Northerly, having a radius of 1970.00 feet, the center of which bears North 4°58'44" West;
 Thence, leaving the Westerly boundary of said Deer Park Golf & Country Club Division 4 and following the North boundary of said Deer Park Golf & Country Club Division 3, Westerly 155.74 feet along said curve through a central angle of 4°31'46";
 Thence South 89°33'02" West 304.84 feet to the True Point of Beginning;

Situate in the City of Deer Park, County of Spokane, State of Washington.

APN: 29362.0054

DIVISION 8

A portion of the West Half of the Northwest Quarter of Section 36, Township 29 North, Range 42 East of the Willamette Meridian, more particularly described as follows:

COMMENCING at the Northwest corner of said Section 36;
Thence South $0^{\circ}08'52''$ East along the West line of said Section 36 a distance of 30.01 feet to a point on the South right-of-way line for Enoch Road, a 60 foot wide county road, said point being the True Point of Beginning;
Thence continuing South $0^{\circ}08'52''$ East along said section line a distance of 1397.73 feet to a point which lies North $0^{\circ}08'52''$ West 1214.35 feet from the West Quarter corner of said Section 36;
Thence North $89^{\circ}51'08''$ East 60.00 feet to the beginning of a non-tangent curve, concave Northeasterly, having a radius of 220.00 feet, the center of which bears North $89^{\circ}51'08''$ East;
Thence Southeasterly 148.81 feet along said curve through a central angle of $38^{\circ}45'17''$ to the beginning of a reverse curve, concave Southwesterly, having a radius of 370.00 feet;
Thence Southeasterly 158.95 feet along said curve through a central angle of $24^{\circ}36'50''$;
Thence, along a non-tangent line, North $89^{\circ}51'08''$ East 116.31 feet;
Thence North $0^{\circ}08'52''$ West, parallel with the West line of said Section 36, a distance of 1475.22 feet;
Thence North $49^{\circ}43'34''$ West 308.68 feet to a point on the South right-of-way line for said Enoch Road;
Thence North $88^{\circ}54'10''$ West along said right-of-way line a distance of 60.01 feet to the True Point of Beginning;

Situate in the City of Deer Park, County of Spokane, State of Washington.

APN: 29362.0055

DIVISION 9

A portion of the West Half of the Northwest Quarter of Section 36, Township 29 North, Range 42 East of the Willamette Meridian, more particularly described as follows;

COMMENCING at the Northwest corner of said Section 36;

Thence South $0^{\circ}08'52''$ East along the West line of said Section 36 a distance of 30.01 feet to a point on the South right-of-way line for Enoch Road, a 60 foot wide county road;

Thence South $88^{\circ}54'10''$ East along said right-of-way line a distance of 60.01 feet to the True Point of Beginning;

Thence South $49^{\circ}43'34''$ East 308.68 feet;

Thence South $88^{\circ}54'10''$ East, parallel with the North line of said Section 36 a distance of 417.19 feet to the beginning of a non-tangent curve, concave Easterly, having a radius of 7160.00 feet, the center of which bears North $89^{\circ}41'48''$ East;

Thence Southerly 935.81 feet along said curve through a central angle of $7^{\circ}29'19''$;

Thence, along a non-tangent line, South $88^{\circ}57'52''$ East 364.55 feet to the beginning of a non-tangent curve, concave Easterly, having a radius of 6800.00 feet, the center of which bears North $81^{\circ}44'12''$ East;

Thence Northerly 415.02 feet along said curve through a central angle of $3^{\circ}29'49''$ to the beginning of a reverse curve, concave Southwesterly, having a radius of 40.00 feet;

Thence Northerly and Westerly 62.71 feet along said curve through a central angle of $89^{\circ}49'57''$ to a point of cusp with a curve, concave Easterly, having a radius of 6840.00 feet, the center of which bears North $85^{\circ}34'07''$ East;

Thence Northerly 660.00 feet along said curve through a central angle of $5^{\circ}31'43''$;

Thence North $1^{\circ}05'50''$ East 20.00 feet to a point on the South right-of-way line for said Enoch Road;

Thence North $88^{\circ}54'10''$ West along said right-of-way line a distance of 974.34 feet to the True Point of Beginning;

Situate in the City of Deer Park, County of Spokane, State of Washington.

APN: 29362.0056