WILLIAM E. HOLT
C/O GORDON THOMAS, HONEYWELL MALANCA
PETERSON & DAHEIM
P.O BOX 1157
~~4508-20~~ TACOMA, WA 98401-1157

9610-35

9508090342 VOL. 1758 PAGE 503

AMENDED AND RESTATED DECLARATIONS OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR DEER PARK GOLF AND COUNTRY CLUB AND DEER PARK ESTATES

This is an Amended and Restated Declaration of the Covenants, Conditions, Restrictions and Easements for Deer Park Golf and Country Club and Deer Park Estates. They replace and supersede those covenants recorded under Spokane County Auditor's Instrument No. 9406160403.

WARREN DEVELOPMENTS, INC., a Washington corporation (hereinafter referred to as "Developer"), owner of Division I of the plat of Deer Park Golf and Country Club, recorded as Spokane County Auditor's Instrument Number 940310379, in Volume 21 of Plats at page 91, desires to provide for the aesthetic, healthful and uniform development of said Division I and all other property which Developer elects to have as part of the plat of Deer Park Golf and Country Club, or elects to have become subject to these Covenants, in the City of Deer Park, in Spokane County, Washington, and for the control of the structures and improvements erected thereon.

The purpose of this declaration is to establish certain covenants, conditions, restrictions and easements to promote the orderly use and enjoyment of all said real property and to protect and otherwise generally benefit all owners of said real property and the community at large.

THEREFORE, it is hereby made known that Developer does by these presents make, establish, confirm and hereby impresses upon Division I of Deer Park Golf and Country Club, and such additional properties as Developer elects to make part of Deer Park Golf and Country Club and/or subject to these Covenants, the following protective covenants to run with said land, and does hereby bind said party and all of the future residents of Deer Park Golf and Country Club to said covenants for the term hereinafter stated as follows:

ARTICLE I
DEFINITIONS

SECTION 1. "THE ASSOCIATION" shall mean the Deer Park GCC Homeowners Association formed as a non-profit organization, its successors and assigns.

SECTION 2. "OWNER" shall mean record owner, whether one or more persons or entities, including the developer, of a fee simple title (including a purchasers interest of a fee simple title under a real estate contract) to any lot or lots which are a part of the properties, but shall not include a contract seller or a mortgagee.

SECTION 3. From and after April 10, 1995, "DEVELOPER" and "DECLARANT" shall mean Warren Developments, Inc., a Washington corporation, and its successors and assigns,

provided, however, no successor or assignee of Warren Developments, Inc. shall have any rights or obligations as the Developer unless such rights and obligations are specifically set forth in the instrument of succession or assignment.

SECTION 4. "PROPERTIES" shall mean that real property hereinafter described in Article II, Section 1 and additions thereto that become subject to this declaration or any supplemental declaration.

SECTION 5. "COMMON PROPERTIES" shall mean all real and personal property which are for the common use and enjoyment of the members of the Association. At present the only common properties planned are the fences surrounding Deer Park Golf and Country Club and the monuments at the entry ways to Deer Park Estates and Deer Park Golf and Country Club. Additional common properties can only be added by a vote of the members pursuant to Article IV. The golf course, clubhouse and related golfing facilities are not expected to be added as common properties. The Association is to maintain the entry way fronting Deer Park Milan Road and the center way, fence, trees and lighting on Country Club Boulevard, but will not own that street and areas dedicated to public use.

SECTION 6. "LOT" shall mean any plot of land shown upon any recorded subdivision map of the properties, including individual condominium units when developed.

SECTION 7. "MEMBER" shall mean every person or entity who holds membership in the association as provided in Article III thereof.

SECTION 8. "COVENANTS" shall mean and refer to these covenants, conditions, restrictions and easements wherever the same are referred to.

SECTION 9. "THE DEVELOPMENT PERIOD" shall mean the period of time from the date of recording this declaration until the date on which seventy percent (70%) of the properties now or hereinafter subjected to these covenants have been sold by Developer, but not longer than ten (10) years. In any case, the development period shall not be less than five (5) years.

SECTION 10. "REAL ESTATE CONTRACT" shall not include a Real Estate Purchase and Sale Agreement and/or an Earnest Money Receipt and Agreement and the terms "contract seller" and "contract purchaser" shall not include the parties to any such Real Estate Purchase and Sale Agreement and/or an Earnest Money Receipt and Agreement.

SECTION 11. "DEER PARK GOLF CLUB" shall consist of the golf course, clubhouse and related facilities adjoining the properties which are subject to these Covenants. It is shown on the general plan of development, Exhibit B hereto. At the present time, it is contemplated that this will be a public golf course. The "Deer Park Golf Course" is Deer Park Golf Club's golf course.

WEH/5/26/95
ITA851300.058I

PIONEER TITLE COMPANY COV $40.00

4042274
Page: 2 of 33
10/04/1995 01:29P
Spokane Co. WA

ARTICLE II
PROPERTIES SUBJECT TO THESE COVENANTS

SECTION 1. These Covenants shall apply to Division I of Deer Park Golf and Country Club, recorded under Spokane County Auditors Recording No. 9403100379 in Volume 21 of Plats at page 91, and such additional properties described on Exhibit A as Developer elects to make a part of the properties subject to these Covenants.

SECTION 2. The property described on Exhibit A is depicted on the general plan of development attached as Exhibit B. The Developer shall have the sole right to determine which properties included in the general plan of development shall become subject to these Covenants. Developer may elect to make all, a part, or none of such properties subject to these Covenants.

SECTION 3. Annexation of additional properties, other than the properties provided for in Section 2 hereof, shall require the assent of two-thirds of the members of the Association voting in person or by proxy at a meeting called for this purpose, at which a quorum of 60% of the members are present in person or by proxy. Written notice of such meeting shall be sent to all members not less than thirty (30) days or more than sixty (60) days in advance of the meeting setting forth the purpose of the meeting. If the number of members required for a quorum, in person or by proxy, are not present at the meeting, another meeting may be called subject to the notice requirement set forth above. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting. In the event that sixty (60%) of the members are not present in person or by proxy at such subsequent meeting, then approval of such action may be taken without a meeting by two-thirds of all the members giving their written consent to the annexation. During the development period, annexation of additional properties under this Section shall also require the prior written approval of the Developer.

ARTICLE III
MEMBERSHIP IN THE ASSOCIATION

SECTION 1. Members. Every person or entity who is the owner of any lot or lots which are subject to these covenants, shall be a member of the Association: Provided, however, that if any lot is held jointly by two (2) or more persons, the several owners of such interest shall designate one of their number as the "member". The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. Membership shall be appurtenant to and may not be separated from ownership of any lot which is subject to these covenants. Upon transfer of the fee interest to, or upon the execution and delivery of a real estate contract for the sale of (or of an assignment of a contract purchaser's interest in) any lot, the membership and certificate of membership in the Association shall ipso facto be deemed to be transferred to the grantee, contract purchaser or any new contract purchaser, as the case may be. Ownership of, or a contract purchaser's interest in, any such lot or lots shall be the sole qualification for membership.

SECTION 2. Voting. Voting shall be according to the number of lots owned, that is, members shall be entitled to one vote for each lot in which they hold the interest required for

membership by Article III. In the case of a lot owned jointly by two (2) or more persons, only the joint owner designated as the "member" pursuant to Article III hereof shall be entitled to vote.

SECTION 3. Development Period Voting. During the development period Developer shall have three (3) votes for each lot owned, while other owners shall have one vote for each lot owned.

ARTICLE IV
PROPERTY RIGHTS IN THE COMMON PROPERTIES

SECTION 1. Member's Easements of Enjoyment. Every member shall have a right and easement of enjoyment in and to the common properties and such easement shall be appurtenant to and shall pass with the title to, or contract purchaser's interest in, every assessed lot, subject to the following provisions:

A. If recreational amenities are hereafter added as part of the Common Properties, then the Association shall have the right to limit the number of guests to using those recreational facilities, will be able to charge reasonable admissions and other fees and adopt reasonable rules governing the use of those areas and appropriate penalties for violation of those rules.

B. The right of the Association to suspend the voting rights of a member for any period during which any assessment against his lot(s) remains unpaid and for a period not to exceed thirty (30) days for any one infraction of the Association's published rules and regulations.

C. The right of the Association to dedicate or transfer all or any part of the common properties to any governmental unit or public agency or authority or public utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument signed by two-thirds (2/3) of the members entitled to vote has been recorded, agreeing to such dedication or transfer, and unless written notice of the proposed action is sent to every member not less than thirty (30) days, not more than sixty (60) days in advance.

D. The developer and its contractors and subcontractors shall have the right to use the common areas during the development period.

SECTION 2. Delegation of Use. Any member may delegate his right of enjoyment to the common properties and facilities to the members of his family, his temporary guests, or his tenants who reside on the property, subject to regulation by the Association.

SECTION 3. Title to the Common Properties. Title to common property shall be held in the name of the Association (a non-profit organization). Such properties that are to be acquired from the Developer will be conveyed to the Association at such time or times as the Developer deems appropriate.

SECTION 4. Adding Common Properties. Common Properties may be acquired by the Association by an affirmative vote of two-thirds (2/3) of the members who are voting in person or by proxy at a meeting duly called for such purpose pursuant to Section 5 of this Article. During the Development Period, Developer shall be deemed to have three memberships for each lot owned by Developer.

SECTION 5. Notice and Quorum For Adding Common Properties or Imposing a Special Assessment. Written notice of a meeting to vote on a proposal to add common properties or to impose a special assessment shall be sent to all members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting and shall include a statement of the purpose for which the meeting is to be held. The presence of members or of proxies entitled to cast votes of fifty-one percent (51%) of all the memberships shall constitute a quorum. If the required quorum is not forthcoming at any meeting, another meeting may be called, subject to the notice requirements set forth herein, and the required quorum at any such subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

ARTICLE V
COVENANT FOR MAINTENANCE ASSESSMENTS

SECTION 1. Creation of the Lien and Personal Obligation of Assessments. Each owner of any lot or lots by acceptance of a deed or purchaser's interest in a real estate contract therefore, whether or not it shall be so expressed in any such deed or other conveyance, is deemed to covenant and agree to pay to the Developer/Association, as hereinafter provided:

A. Monthly assessments or charges,

B. Special assessments for capital improvements to be fixed, established, and collected from time to time as hereinafter provided,

C. Specific Assessments (see Article V, § 8), and

D. Golf Course Maintenance Assessments (see Article V, § 9).

The monthly, special, specific, and golf course maintenance assessments, together with such interest thereon and cost of collection thereof, as hereinafter provided, shall be a charge on the land and a continuing lien upon the property against which each such assessment is made. Each such assessment, together with such interest and costs of collection thereof (including reasonable attorney's fees) shall also be the personal obligation of the person who was the owner of such property at the time when the assessment fell due. The personal obligation shall not pass to his successors in title unless expressly assumed by them; Provided, however, that in the case of a sale or contract for the sale of (or an assignment of a contracts purchaser's interest in) any lot which is charged with the payment of an assessment or assessments payable in installments, the person or entity who is the owner immediately prior to the date of any such sale, contract or assignment shall be personally liable only for the amount

of the installments due prior to said date. The new owner shall be personally liable for installments which become due on and after said date.

SECTION 2. Purpose of Assessments. The monthly and special assessments shall be used for the purpose of promoting the recreation, health, safety, and welfare of the residents of the properties, including without limitation, the construction, establishment, improvement, repair, maintenance, taxes, and insurance of the common properties and payment for services and facilities related to the use and enjoyment of the common properties and/or lots owned by members. The Association shall maintain the lights, fence and plantings, and the meridian strip located on Parcel D as described on Exhibit A to the Covenants and the assessments may be used to pay for the cost of such maintenance. The Association may also use assessments to maintain other fences or meridian strips located on the property within Deer Park Golf and Country Club or Deer Park Estates, where the roads have been dedicated to the City of Deer Park. The specific assessments and the golf course maintenance assessment shall be used for the purposes set forth in the Sections 8 and 9 of this Article.

SECTION 3. Amount of the Monthly Assessments. The amount of the monthly assessments shall be as follows:

A. During the Development Period or until Developer elects to be subject to the assessments set forth in section B below, the Developer shall pay for all out-of-pocket costs (but not reserves) of maintaining and repairing the common properties. During that time, all owners of lots (except for those owned by Developer) that have residential buildings on them which have been sold or occupied shall pay Developer a monthly assessment of $10.00 per month. The assessment shall commence on the first day of the month following the first sale or occupancy of the residential building on the lot. Developer can increase the monthly assessment by an amount up to three percent each year beginning January 1, 1996.

B. From and after the date Developer elects to be subject to assessments, or after the Development Period, which ever occurs first, each owner or contract purchaser (including the Developer), shall pay to the Association a pro-rata share of the cost of maintaining, repairing, improving and replacing (including reserves for such costs) the common properties and to pay for such other services provided for the benefit of the owners and expenses of the Association. This assessment shall apply to expenses incurred after Developer elects to be subject to assessments and shall then apply to all lots subject to these Covenants, regardless of whether a residential building has been constructed on the lot or whether it has been sold or is occupied. The amount of the assessments charged shall be established by the Board of Directors of the Association.

C. Monthly or special assessments shall be fixed at a uniform rate for all lots, however for lots upon which multiple dwelling units are constructed, then the lot shall be assessed based upon the actual number of units constructed on that lot.

D. Lot owners shall be responsible for the payment of assessments immediately upon acquisition of a lot. However, assessments shall only be made to cover the cost of

maintaining common properties, facilities and services that are actually available for use by or are currently benefiting lot owners.

SECTION 4. Special Assessments for Capital Improvements. In addition to the monthly assessments authorized above, the Association may levy special assessments for capital improvements upon the common properties. Any such capital improvements must be first approved by an affirmative vote of two-thirds of the members who are voting in person or by proxy at a meeting duly called for such purpose pursuant to Section 5 of Article III. During the Development Period, Developer shall be deemed to have three memberships for each lot owned by Developer.

SECTION 5. Effect of Nonpayment of Assessment - Remedies. If any assessment is not paid within thirty (30) days after it was first due and payable, the assessment shall bear interest from the date on which it was due at the rate of twelve (12%) percent per annum, or 2% over the prime rate, whichever is the greater, but not more than the rate allowed by law, and the Developer or the Association, may bring an action at law against the one personally obligated to pay the same and/or foreclose the lien against the property, and interest, costs and reasonable attorney's fees of any such action shall be added to the amount of such assessment and all such sums shall be included in any judgment or decree entered in such suit. No owner or contract purchaser shall be relieved of liability for the assessments provided for herein by non-use of the common properties or abandonment of his lot. The prime rate shall be the stated prime rate from any national bank selected by the Association from time to time.

SECTION 6. Subordination of the Lien to Mortgagees. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage given to secure payment of the purchase price now or hereafter placed on any lot. Sale or transfer of any lot shall not affect the assessment lien. However, the sale or transfer of any lot which is subject to such first mortgage, pursuant to a decree of foreclosure under such mortgage or in lieu foreclosure thereof, shall extinguish the lien of such assessments as to payments thereof which became due prior to such sale or transfer. No sale or transfer shall relieve such lot from liability for any assessments thereafter becoming due or from the lien therefor.

SECTION 7. Exempt Property. The following property subject to this declaration shall be exempt from the assessments created herein:

A. All properties dedicated to and accepted by a local public authority; and

B. All common properties.

C. The Deer Park Golf Course and Clubhouse.

SECTION 8. Specific Assessments. The Association may specifically assess against particular lot expenses incurred by the Association to provide specific benefits, items or services (a) on request of the owner of that lot; (b) made necessary by the conduct of the owner, its licensees, invitees, or guests; or (c) necessary to bring the lot into compliance with

this Declaration. Such specific assessments may be levied after notice to the owner and an opportunity for a hearing.

SECTION 9. Golf Course Maintenance Assessment. The adjoining Deer Park Golf Course is a visual amenity which benefits the owners of lots in Deer Park Golf and Country Club and Deer Park Estates. 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 of $25 per month for each lot in Deer Park Golf and Country Club and $10 per month for each lot in Deer Park Estates. These assessments shall not be due and payable until six (6) months after all eighteen (18) holes on the golf course have been opened for play. A member shall not be obligated to pay this assessment for his or her lot until a residential building is constructed on the lot and the building has either been sold or occupied. The assessments shall increase by the cost of living increases over that which exist on January 1, 1996. The cost of living increases shall be measured by the Consumer Price Index for all urban consumers and all items, U.S. City Average, as published by the U.S. Department of Labor. If publication of the Consumer Price Index is discontinued, a reliable governmental or other non-partisan publication evaluating the information used in determining the Consumer Price Index shall be used.

The golf course maintenance assessment is in addition to the monthly assessment described in Section and shall be paid to the Association which shall in turn pay the golf course maintenance fee to the owner of the Deer Park Golf Club. The fee shall be paid monthly and shall be restricted for purposes of maintaining the Deer Park Golf Course. The Association shall have the right to withhold payment of the golf course maintenance fee if Deer Park Golf Course is not being maintained in a manner comparable to the maintenance level of most public golf courses in Spokane, Washington.

The owner of Deer Park Golf Club shall have the right to enforce the provisions of this section against the owners or the Association, as it elects. It shall have the right to collect the assessment, plus interest and attorney fees in the amounts otherwise provided for other assessments.

ARTICLE VI
ARCHITECTURAL CONTROL COMMITTEE

SECTION 1. It is hereby designated that the Architectural Control Committee shall act as administrator of the provisions of this article.

SECTION 2. The Architectural Control Committee shall be administered by and composed of at least three members appointed by the Developer. The Developer may appoint one or more additional members to the Committee as it deems appropriate. In the event of death or resignation of any member of the committee, the remaining member or members shall have full authority to designate a successor. No member of the committee shall be entitled to any compensation for services performed pursuant to this declaration. After all lots in all divisions of the plat that are held by the Developer have been sold, the original committee shall resign,

and a new committee can be appointed by the governing board of the Homeowners Association.

SECTION 3. Approval of Plans by Architectural Control Committee. ALL PLANS SHALL BE APPROVED BY THIS COMMITTEE PRIOR TO THE START OF ANY CONSTRUCTION. No building or other structure shall be constructed or altered unless said plans comply with the provisions of these covenants and have been filed with and approved by the Architectural Control Committee as provided herein. Such approval must be in writing. The following shall be submitted in form satisfactory to the Architectural Control Committee at least ten (10) days prior to a committee meeting:

A. Two (2) complete set of floor plans and elevations, one of which will be returned to the builder.

B. Two (2) plot plans of the house or other structures on the lot with front, side and back yard clearance dimensions.

C. Color selections with manufacturer for clarification of colors selected.

D. And a detailed landscaping plan for the front yard and side yards, if deemed necessary by the Architectural Control Committee.

SECTION 4. The decision of the Architectural Control Committee concerning the approval or disapproval of any plans and specifications submitted as provided for herein, shall be final. Disapproval by the Architectural Control Committee may be given as to any plans and specifications which, in its opinion, would not be in conformity with these Covenants, or the design and color scheme of residences already constructed, or if the proposed improvements, in its opinion, would be in any way detrimental because of grading or drainage plans, location of the structure on the building site, color scheme, finish design, proportions, shape, height, style, appropriateness, material used thereon, or repetition of any given plan or similar architectural design.

SECTION 5. Changes in exterior color scheme of all structures shall be submitted to the Architectural Control Committee for approval.

SECTION 6. The Architectural Control Committee's approval or disapproval as required in the covenants shall be in writing. In the event that the Committee, or its designated representative, fails to approve or disapprove within thirty (30) days after plans and specifications have been submitted to it, or in any event, if no suit to enjoin the construction has been commenced prior to the completion thereof, approval will not be required and the related covenants shall be deemed to have been fully complied with. It shall be the responsibility of the Architectural Control Committee to determine that improvements have been completed in accordance with the plans as submitted and approved. Such determination must be made within sixty (60) days after receipt by the Architectural Control Committee of written notice from the owner of the completion of the improvement. In the event the Architectural Control Committee shall determine that the improvement does not comply with

the plans and specifications as approved, it shall notify the land owner within said sixty (60) day period, whereupon the owner, within such time as the Architectural Control Committee shall specify, but no less than thirty (30) days, shall either remove or alter the improvement or take such action as the Architectural Control Committee shall designate. If no action by the Architectural Control Committee is taken within (60) sixty days of the date of receiving notice of the completion of the improvement, the improvement shall conclusively be deemed to be satisfactory to the Architectural Control Committee.

SECTION 7. The Architectural Control Committee's consent to any proposed work shall be automatically revoked one (1) year after issuance unless construction of the work has been commenced or the owner has applied for and received written extension of time from the Architectural Control Committee.

SECTION 8. Neither the Architectural Control Committee nor any member thereof shall be liable to any owner, occupant, builder, developer or member for any damage, loss, or prejudice suffered or claimed on account of any action or failure to act by the committee or a member thereof, provided the member has, in accordance with the actual knowledge possessed by him/her, acted in good faith.

SECTION 9. The Architectural Control Committee shall render all its decisions by written instrument setting forth the action taken by the members consenting hereto.

SECTION 10. Consent by the Architectural Control Committee to any matter proposed to it and within its jurisdiction under these covenants shall not be deemed to constitute a precedent to waiver impairing its rights to withhold approval as to any similar matter thereafter proposed or submitted to it for consent.

ARTICLE VII
GENERAL PROTECTIVE COVENANTS

SECTION 1. Residential Character of Property. "Residential lots" are either "single family lots" or "multi-family lots." Except as indicated on the General Plan of Development, attached, all lots will be single family lots. No structures or buildings of any kind shall be erected, altered, placed or permitted to remain on any single family lot other than one detached single family dwelling for single family occupancy only, not to exceed two stories in height, with a private garage or carport for not more than three (3) standard size passenger automobiles (unless otherwise approved by the Architectural Control Committee). Residential structures shall be allowed only if approved by the Architectural Control Committee. Recreational vehicles shall be permitted in enclosed structures or in the recreational vehicle area identified on the general plan of development if that area is developed for that purpose.

SECTION 2. Lot Size. No more than one residential structure shall be erected or placed on any single family lot.

SECTION 3. Business and Commercial Uses. No trade, craft, business, professional, commercial, rental or similar activity of any kind shall be conducted on any residential lot in a

manner that would indicate it is being used other than as a personal residence, nor shall any goods, equipment, vehicles, materials or supplies used in connection with any trade, service or business be kept or stored on any lot in a manner that would indicate it is being used other than as a personal residence, except the right of any home builder or Owner to construct residences on any lot, and to store construction materials and equipment on said lot(s) in the normal course of said construction. No activity shall be engaged in within the boundaries or on any lot which is or may become an annoyance or nuisance to the surrounding owners, except for construction of permitted structures.

SECTION 4. Temporary or Mobile Structures. No outbuilding erected or placed on any lot, similar structures of a temporary character, including but not limited to any mobile homes, trailers, basement house, tents, garages, barns may at any time be used as a residence, whether temporarily or permanently unless specifically permitted by the general plan of development.

SECTION 5. Rubbish and Trash. No lot shall be used as a dump for trash or rubbish of any kind. All garbage and other debris shall be kept in appropriate sanitary containers for proper disposal and out of public view. Yard rakings, such as rocks, grass and shrubbery clippings, dirt and other materials resulting from landscaping work shall not be dumped into public streets, ditches or onto other lots which are subject to these covenants. The removal and disposal of all such materials shall be the sole responsibility of the individual lot owner.

SECTION 6. Maintenance of Structures and Grounds. Each Owner shall maintain his lot and residence thereon in a clean and attractive condition, in good repair and in such fashion as not to create a fire hazard.

SECTION 7. Vehicles in Disrepair, Abandoned or Unsightly. No owner of any residential lot shall permit any vehicle which is in an extreme state of disrepair and which is owned by him or by any other member of his household or any acquaintance, to be abandoned or to remain parked upon any street or upon any residential lot (unless it is garaged and not visible to other owners) for a period in excess of forty-eight (48) hours. Upon violation of this covenant, the Architectural Control Committee will notify the violator of their violations in writing. If the violation is not corrected within seven (7) days of the notification the committee may have the vehicle towed at the owner's sole expense.

SECTION 8. Offensive Activities. No noxious or offensive activity shall be carried on within any lot, nor shall anything be done or placed upon any lot which interferes with or jeopardizes any Owner's use and enjoyment of his lot, also no activity shall be allowed to become an annoyance or nuisance or decrease the value of the property of any neighbor or of the neighborhood in general.

SECTION 9. Animals. No animal, livestock or poultry of any kind, other than house pets, shall be kept or maintained on any part of the property subject to these covenants. Dogs and cats (not exceeding a total of three (3) at any one residence) may be kept, provided they are not kept, bred or maintained for any commercial use or purpose. Any kennel or dog run must be screened from view of the street. Any dogs must be kept so as to minimize excessive noise from barking or they shall be considered a nuisance according to the terms of the covenants.

WEH/5/28/96
(TA961300.069)

PIONEER TITLE COMPANY COV $40.00

4042274
Page: 11 of 33
10/04/1996 01:29P
Spokane Co, WA

SECTION 10. Building Setbacks. No building erected on property subject to these covenants shall be located on any lot nearer to the front line or nearer to the side street/yard line than the minimum building setback lines provided for in the laws, statutes or ordinances of the appropriate local government authorities (see setbacks on recorded plat). All garages or other permitted accessory buildings will comply with all City of Deer Park setback codes and shall not infringe upon any restrictions shown on the face of the Plat governing such property.

SECTION 11. Radio and Television Antennas. No radio, television, C.B., ham, sideband, satellite dish, or any other antennas shall be permitted to extend more than ten (10) feet above the roof line of any residence or be allowed in the front or side yard of any lot. If a dish-type antenna is installed in the back yard of any lot, it shall be properly screened from the view of any other lot, or golf course area. Installation of any antenna shall be reviewed by the Architectural Control Committee for approval.

SECTION 12. Signs. No signs of any kind shall be displayed to the public view on any lot, building or structure, except signs used by a builder to advertise the property during construction, by a home owner or his/her designated representative advertising a residence or lot for sale or rent, or by the Developer for any purpose deemed appropriate. These signs shall be professionally prepared. No more than one sign of not more than five (5) square feet shall be allowed per lot. Builder's and Developer's signs erected during construction may exceed these sign dimensions. Signs for buildings on multi-family lots are permitted to the extent they are approved by the Architectural Control Committee.

SECTION 13. Water Supply. No individual water supply system shall be permitted on any residential lot unless it is approved, constructed and equipped in accordance with the requirements and standards of the City of Deer Park, and the approval of the Association.

SECTION 14. Driveways, Parking, and Storing of Vehicles and Trailers. All residential lots shall have a driveway of at least two (2) car widths. All driveways shall be completely paved with concrete. No property owner shall construct or maintain a roadway for ingress or egress to property in the subdivision, except driveways to the platted streets. No vehicle or trailer shall be parked or stored on any residential lot, except upon driveways or in a closed structure. There shall be no maintenance on any vehicle except in a closed structure. No house trailer, truck, camper, motorhome, bus or boat trailer may be kept on any street or residential lot for more than forty-eight (48) hours unless housed within a garage or unless suitably screened from view from street and other houses, subject to the approval of the Architectural Control Committee. The term "truck" shall be defined as any vehicle, commercial or otherwise, which is larger than a typical pick-up truck (no more than 6,000 pounds gross weight). Typical pick-up trucks shall be exempt from this restriction.

SECTION 15. Firearms. The shooting of any type of weapon or firearm is prohibited within the Plat of any property subject to these covenants, including, but not limited to BB guns, air rifles and pistols, pellet guns and sling shots.

SECTION 16. Dirt Bikes and/or A.T.V.. No motor vehicles, including motorcycles, dirt bikes, motor scooters, A.T.V.'s, etc. shall be permitted on any road within the plat(s) subject

PIONEER TITLE COMPANY COV $40.00
4042274
Page: 12 of 33
10/04/1995 01:29P
Spokane Co, WA

to these covenants in any unsafe manner, or in such a way as to create a hazard or nuisance; nor shall any dirt bikes o. A.T.V.'s or any other similar vehicle be permitted to op:rate on any Owner's lot, golf course or common areas.

SECTION 17. Utility Easements. Easements for utilities and drainage are shown on the recorded plat map. Within these easements, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may change the direction of flow of drainage, channels in the easements. The easement area of each lot and all improvements in it shall be maintained continuously by the owner of the lot, except for maintenance which a public authority or utility company is responsible. There are various other easements as noted on the plat of the subdivision which apply to particular lots and the provisions of this covenant apply as appropriate.

SECTION 18. Fence Easements. There shall be a five foot wide easement over each lot upon which a perimeter fence (a fence built on the exterior boundary line of the plat or plats subject to these covenants) may be erected by Developer or the Association. This easement shall extend from the boundary on which the fence is erected inwardly five feet. There shall also be an easement over such lots to allow ingress and egress over such lots to permit representatives and/or agents of the Developer and/or Association to come on to the lots at reasonable times to inspect, repair, maintain, improve or replace the fence and to bring onto such lots the necessary tools and equipment to make such repairs, maintenance, improvements or replacement. The Developer and/or the Association shall be responsible for leaving the lot in the same condition that it was before entry onto the lot.

SECTION 19. Dwelling Size and Quality. The ground floor area of the main structure of a single story house, exclusive of porches and garages, shall not be less than 1,200 square feet. In the case of a split-level or two (2) story residence, the main floor, exclusive of porches and garages, shall not be less than 1,000 square feet and the total living area not less than 1,500 square feet. The Developer may change the minimum square footage of dwellings on subsequent divisions.

SECTION 20. Minimum Dwelling Cost. No single family dwelling shall be permitted on any lot with a building cost of less than $70,000. This amount will not include the cost of the lot. It is the intent and purpose of this covenant to assure that all dwellings shall be of the quality, workmanship and materials substantially at the same or better than that which can be produced on the date these covenants are recorded at the minimum cost stated herein for the minimum permitted dwelling size. (For purpose of this provision, a home with a basement shall be considered a dwelling of more than one story, but cannot exceed the height of thirty-five feet (35')). The Developer may change the minimum building cost of dwellings on subsequent divisions.

SECTION 21. Garages. All dwellings shall have at least a two (2) car, but not more than a three (3) car attached garage, unless approved by the Architectural Control Committee. Upon

4042274
Page: 13 of 33
10/04/1996 01:29P
Spokane Co, WA

receiving prior written approval from the Architectural Control Committee, a detached garage may be allowed on larger lots.

SECTION 22. Damage Repair. All owners agree to repair immediately any damage to the roads, open space and utilities adjacent to their lot or lots, in the event that said road, open space and utilities are cracked, broken and otherwise damaged as a result of dwelling construction activities or other activities by owner, by persons acting for owner, or by persons in or around the property at the request or with the consent of the owners.

SECTION 23. Roofs. All roofs shall have a minimum slope of 4/12 (four feet of rise for each twelve feet of run) and shall be simulated cedar shakes, tile, composition or similar material. No flat roofs will be allowed on the front of the dwelling or garage.

SECTION 24. Sidings. All exterior finishes on the front of the houses shall be of Cedar Siding, Louisiana Pacific Lapsiding or similar product, brick or stone or a material approved by the architectural committee. There shall be no T 1-11 or similar siding allowed on the front side of either house or garage. The entire house must be painted or stained colors approved by the Architectural Control Committee. The colors shall be consistent with and in general conformity to the remainder of the neighborhood. Approximately six (6) to ten (10) color schemes will be selected to provide a homogenous nature to the plat. All metal fireplace chimneys shall be wrapped in either wood or stone.

SECTION 25. Commencement and Completion of Construction. Construction on any lot purchased from Developer must commence within two (2) years from the "Date of Closing" and the construction of any building on any lot, including painting and all exterior finish, shall be completed within six (6) months from the beginning of construction so as to present a finished appearance when viewed from any angle; provided, however, Developer may grant exception to this covenant. The building areas shall be kept in a reasonably clean and workmanlike manner during the construction. All lots shall be kept in neat and orderly condition, free from brush, vines, weed and debris. Grass thereon shall be mowed at sufficient intervals to prevent creation of a nuisance or fire hazard.

SECTION 26. Fences. No building or structure shall be located nearer to the front line of a lot or nearer to the side street/yard than the building setback lines shown on the recorded plat. No fence, wall, hedge, or mass planting other than foundation planting shall be permitted to extend nearer to any street than the minimum setback line of the residence, except that nothing shall prevent the erection of a necessary retaining wall, the top of which does not extend more than two (2) feet above the finished grade at the back of said retaining wall, provided, however, that no fence, wall, hedge, or mass planting shall at any time, where permitted, extend higher than six (6) feet above ground. All fences shall be well constructed of suitable fencing materials and shall be artistic in design and shall not detract from the appearance of any dwelling located upon adjacent lots or buildings sites or be offensive to the owners or occupants thereof. Fences on Fairway Lots shall comply with standards set by the Architectural Control Committee except as set by Article VIII, Section 2.

SECTION 27. The Architectural Control Committee shall have the authority in any individual case to make such exceptions to the specifications set forth herein for the construction of a residence or a fence as said committee shall in its discretion deem necessary or advisable provided such exceptions do not detract from the overall purposes of these Covenants.

SECTION 28. Landscape Completion. The Builder shall install or have installed prior to the sale closing or occupancy of any home, which ever is first, landscaping of the front and the beginning of the side yards.

ARTICLE VIII
SPECIAL COVENANTS

SECTION 1. Underground Utilities. Any electric service cable running from any residence on any lot to the nearest junction box or secondary pedestal shall be installed underground and owned, operated and maintained in good condition by the owner of the residence.

SECTION 2. Setback and Fence Requirements for Fairway Lots. No structures shall be constructed or maintained closer than the setbacks shown on the recorded plat.

No fence shall be constructed or maintained on any fairway lot in the property, except as follows:

A. A patio constructed immediately adjacent to the house on any lot may be enclosed by a fence. Also, a fence may be constructed and maintained to enclose any swimming pool. However, no part of any such fence enclosing a patio or a swimming pool may be closer than the stated setbacks found on the recorded plat.

B. A fence may be constructed and maintained by any owner on either or both side lines of his lot, but no fence shall be closer to the fairway than the setbacks shown on the recorded plat.

C. Any fence may be constructed and maintained which is required at the time as a matter of law. Upon the termination of any such legal requirement, any such fence shall promptly be removed, unless it meets the requirements of the preceding subparagraphs A. and B.

SECTION 3. Purchasers of lots on fairways acknowledge there is a risk of golf balls being hit onto the lot which could cause damage to person(s) or property. By purchasing a fairway lot, the purchaser is assuming the sole responsibility and liability for any such damage and agrees to hold the Developers of the property, the owners or operators of Deer Park Golf Club or the Deer Park Golf Course, the engineers, designers and contractors of the development harmless for any such damage.

SECTION 4. Golf Course Maintenance Easement. There is reserved to Declarant a "Golf Course Maintenance Easement" on each lot adjacent to the golf course developed on the property. This reserved easement shall permit Declarant, at its election, to go onto any

affected lot at any reasonable hour and maintain or landscape the Golf Course Maintenance Easement Area. Such maintenance and landscaping shall include regular removal of underbrush, trees less than six (6) inches in diameter, stumps, trash or debris, planting of grass, watering, application of fertilizer, and mowing the Golf Course Maintenance Easement Area. This Golf Course Maintenance Easement Area shall be limited to the portion of such lots within twenty (20) feet of the lot line bordering the course, or such area as may be shown as a "Golf Course Maintenance Area" on the recorded plat of such lot, whichever is greater. No improvements shall be erected within the Golf Course Maintenance Easement except for patios and swimming pools which shall be fenced. The above-described maintenance and landscaping rights shall apply to the entire lot until there has been filed with the Declarant or the Architectural Control Committee a landscaping plan for such lot by the owner thereof, or alternatively, a dwelling unit is constructed on said lot.

SECTION 5. Entry by Golfers. Until such time as a dwelling unit is constructed 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 arid playing being deemed a trespass. After a dwelling unit is constructed, such easement shall be limited to that portion of the lot included in the Golf Course Maintenance Easement Area, and recovery of balls only, not play, shall be permitted in such Easement Area. Registered players or their caddies shall not be entitled to enter on any such lot with a golf cart or other vehicle, nor spend unreasonable time on such lot, or in any way commit a nuisance while on such lot. After construction of a dwelling unit on a lot, "out of bounds" markers may be placed on said lot at the expense of Declarant or the owner of the golf course.

SECTION 6. Prohibited Activities. Owners of golf fairway lots shall be obligated to refrain from any actions 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 actions shall include, but are not limited to, such activities as permitting unfenced dogs or other pets on the lot under conditions interfering with play due to noise or otherwise, running on the golf course, picking up balls or other like interference with play.

SECTION 7. No Reserved Rights. Ownership of a dwelling unit or lot in itself shall not create any rights of access, play or membership to any golf course constructed within the properties, and Declarant reserves the right to use said golf course and golf club as it may choose in its sole discretion, including, but not limited to, the right to permit public play or to create a private or semi-private club.

SECTION 8. No Access Rights. Owner shall have no direct access onto the golf course from their property. The only access to the golf course shall be with permission of the operator of the golf course, subject to such rules and regulations as that operator may impose. This includes no right to walk, jog or run on the golf course or to drive a golf cart or any other vehicle on the golf course.

SECTION 9. Preference Rights For Tee Times. Each owner will receive preference rights for reserving tee times. The owners will have the right to reserve those tee times prior to other persons being able to reserve such tee times. Playing golf at Deer Park Golf Club shall be subject to paying all applicable fees and charges and subject to all applicable rules and regulations. The preference right set forth herein shall be subject to Deer Park Golf Club or the operator of the Deer Park Golf Course scheduling special events and tournament play, in which case this preference shall not apply.

SECTION 10. Golf Cart Use. Owners shall have the right to use their electric golf carts while playing golf on the Deer Park Golf Course so long as the carts meet the requirements established by the operator of the Deer Park Golf Course, the owner pays the applicable green fees and trail fees, and complies with applicable rules and regulations established by the Deer Park Golf Club.

ARTICLE IX
(intentionally omitted)

ARTICLE X
GENERAL PROVISIONS

SECTION 1. Enforcement. Declarant and/or owner, the Association, the developer of a lot or lots subject to this declaration, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this declaration; Provided, however, that the Developer's right to enforce the provisions of this declaration shall terminate at such time as the Developer shall cease to be the owner of a lot or lots subject to this declaration. Failure of the Developer, the Association or any such owner or contract purchaser to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

SECTION 2. Fines. In addition to all other remedies available to the Association, in the sole discretion of the Board of Directors of the Association,, a fine or fines may be imposed upon an owner and/or his 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 "Governing 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 provisions of the Governing Document or Governing Documents which have been violated. A short, plain statement of the matters asserted by the Association shall be included in the Notice. The Notice shall state the exact date, time and place of the meeting of the Board of Directors, or of the hearing by a committee delegated to handle infractions, which will hear the matter. At the time of this meeting or 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 Directors (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 Directors 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 $100.00 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. The maximum fine amount may be increased by any cost of living increases from that which exist on January 1, 1996. Cost of living increases shall be determined as set forth in Article V, Section 9.

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.

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

F. Imposition of Lien. Any fine assessed by the Board against an owner together with any interest, cost and reasonable attorneys 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. Any fine assessed pursuant to this section shall be an assessment subject to the provisions of Article V, Sections 6 and 7 of this Declaration.

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 entitle.

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

SECTION 3. Severability Invalidation of any one of these covenants or restrictions by Judgment or court order shall in no way affect any other provisions, which shall remain in full force and effect.

SECTION 4. Amendment.

A. The covenants and restrictions of this declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by the Developer, the Association, and the owner or contract purchaser of any lot subject to these covenants, their respective legal representatives, heirs, successors, and assigns, for a term of twenty (20) years from the date this declaration is recorded, after which time said covenants shall be automatically extended

4042274
Page: 18 of 33
10/04/1996 01:29P
Spokane Co, WA

for successive periods of ten (10) years, unless an instrument terminating these covenants which is signed by not less than the owners or contract purchasers then owing seventy-five percent (75%) of the property subject to this declaration or any supplemental declaration filed with the Spokane County Auditor. The covenants and restrictions of this declaration may be amended during the first twenty (20) years period by an instrument signed by the owners then owning not less than ninety percent (90%) of the property subject to this declaration or any supplemental declaration, and thereafter by an instrument signed by the owners then owning not less than seventy-five percent (75%) of the property subject to this declaration or any supplemental declaration. Amendments shall take effect when they have been recorded with the Auditor of Spokane County.

B. Notwithstanding Paragraph A above, Developer may unilaterally amend these Covenants if such amendment is necessary to: (1) bring any provision into compliance with applicable governmental statute or regulation or judicial determinations; (2) enable any reputable title insurance company to issue title insurance on the lots; (3) enable any institutional or governmental agency to enable a lender or purchaser to make or purchase mortgage loans on the lots; (4) enable any government agency or reputable private insurance company to insure or guarantee mortgage loans on the lots; or (5) otherwise satisfy the requirements of any governmental agency or governmental regulations. However, any such amendment shall not adversely affect the title to any lot without the written consent of its owner.

SECTION 5. Costs. Any party who may enforce a covenant when it becomes reasonably necessary to expend money to enforce a covenant is entitled to recover their costs including reasonable attorney fees, if successful in the enforcement effort.

SECTION 6. Jurisdiction. Any action to enforce any provision of these Covenants shall be brought in the Superior Court of the State of Washington for Spokane County or such other court in Spokane County as may be appropriate and have jurisdiction over the parties to the action and the subject matter of the suit.

IN WITNESS WHEREOF, the undersigned, being the owner of all of the lots subject to these Covenants, has executed these Amended And Restated Declarations of Covenants, Conditions, Restriction and Easements for Deer Park Golf and Country Club and Deer Park Estates on the _____ day of _____, 1995.

WARREN DEVELOPMENTS, INC., a Washington corporation

By:_____
Willard R. Warren, President

Lots _____, Division I, Deer Park Golf and Country Club

WEH/5/26/95
[TA961300.069]

The undersigned does hereby approve the Amended and Restated Declaration of Covenants, Conditions, Restrictions and Easements for Deer Park Golf and Country Club and Deer Park Estates, dated May ____, 1995.

NAME OF OWNER:

_____

By:_____

Its:_____

Lot _____, Division I, Deer Park Golf and Country Club

Dated:_____

STATE OF WASHINGTON)
) ss.
COUNTY OF _____)

On this _____ day of _____, 1995, personally appeared before me _____, to me known to be the individual described in and who executed the foregoing instrument, and acknowledged that he/she signed the same as his/her free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal the day and year first above written.

_____

_____
(Type/Print Name)
NOTARY PUBLIC in and for the State of Washington, residing at _____
My appointment Expires:_____

WEH/5/26/95
[TA951300.069]

VOL 1758 PAGE 523

The undersigned does hereby approve the Amended and Restated Declaration of Covenants, Conditions, Restrictions and Easements for Deer Park Golf and Country Club and Deer Park Estates, dated May ____, 1995.

NAME OF OWNER:

William R Warren

Warren Developments, Inc.

By: Willard R. Warren

Its: President

1, 2, , 8, 14, 15. 16. 21, 32, 35 } Lots ____, Division I, Deer Park Golf and Country Club

Dated: 7/10/95

LOts 1 thru 61 (Including lots 27 thru 33 for 8 condos each) of Division II, Deer Park Golf and Country Club

STATE OF WASHINGTON)
) ss.
COUNTY OF Kootenai)

On this 10 day of July, 1995, personally appeared before me W R Warren President, to me known to be the individual described in and who executed the foregoing instrument, and acknowledged that he/she signed the same as his/her free and voluntary act and deed, for the uses and purposes therein mentioned.

Warrantymd. Inc

GIVEN under my hand and official seal the day and year first above written.

Larry O Robertson

LARRY O ROBERTSON

(Type/Print Name)

NOTARY PUBLIC in and for the State of Washington, residing at WILLOCK

My appointment Expires: 9/26/96

PIONEER TITLE COMPANY COV $40.00

4042274
Page: 21 of 33
10/04/1996 01:29P
Spokane Co, WA

for successive periods of ten (10) years, unless an instrument terminating these covenants which is signed by not less than the owners or contract purchasers then owing seventy-five percent (75%) of the property subject to this declaration or any supplemental declaration filed with the Spokane County Auditor. The covenants and restrictions of this declaration may be amended during the first twenty (20) years period by an instrument signed by the owners then owning not less than ninety percent (90%) of the property subject to this declaration or any supplemental declaration, and thereafter by an instrument signed by the owners then owning not less than seventy-five percent (75%) of the property subject to this declaration or any supplemental declaration. Amendments shall take effect when they have been recorded with the Auditor of Spokane County.

B. Notwithstanding Paragraph A above, Developer may unilaterally amend these Covenants if such amendment is necessary to: (1) bring any provision into compliance with applicable governmental statute or regulation or judicial determinations; (2) enable any reputable title insurance company to issue title insurance on the lots; (3) enable any institutional or governmental agency to enable a lender or purchaser to make or purchase mortgage loans on the lots; (4) enable any government agency or reputable private insurance company to insure or guarantee mortgage loans on the lots; or (5) otherwise satisfy the requirements of any governmental agency or governmental regulations. However, any such amendment shall not adversely affect the title to any lot without the written consent of its owner.

SECTION 5. Costs. Any party who may enforce a covenant when it becomes reasonably necessary to expend money to enforce a covenant is entitled to recover their costs including reasonable attorney fees, if successful in the enforcement effort.

SECTION 6. Jurisdiction. Any action to enforce any provision of these Covenants shall be brought in the Superior Court of the State of Washington for Spokane County or such other court in Spokane County as may be appropriate and have jurisdiction over the parties to the action and the subject matter of the suit.

IN WITNESS WHEREOF, the undersigned, being the owner of all of the lots subject to these Covenants, has executed these Amended And Restated Declarations of Covenants, Conditions, Restriction and Easements for Deer Park Golf and Country Club and Deer Park Estates on the 5th day of May, 1995.

WARREN DEVELOPMENTS, INC., a Washington corporation

By: _____
Willard R. Warren, President

Lots 1, 2, 8, 14, 15, 16, 21, 32, 35 of Div 1
Lots 1 thru 61 (including lots 27 thru 33 for 8 condos each) of Div. 2, Deer Park Golf and Country Club

Lots _____, Division I, Deer Park Golf and Country Club

WEH/5/28/95
ITA961300.0691

VOL. 1758 PAGE 525

The undersigned does hereby approve the Amended and Restated Declaration of Covenants, Conditions, Restrictions and Easements for Deer Park Golf and Country Club and Deer Park Estates, dated May ____, 1995.

NAME OF OWNER:

AFFORDABLE HOMES, INC.

By: [signature]

Its: V. P.

2, 5, 12, 13, 23, 27, 29, 30. ← Lot 3, 5, 12, 13, 23, 24, 27, 28, 30, Division I, Deer Park Golf and Country Club

Dated: 5/27/95

STATE OF WASHINGTON)
) ss.
COUNTY OF Spokane)

On this 27th day of May, 1995, personally appeared before me Thomas B. Lisk, to me known to be the individual described in and who executed the foregoing instrument, and acknowledged that he/she signed the same as his/her free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal the day and year first above written.

[signature]
Ted J. Morris
(Type/Print Name)
NOTARY PUBLIC in and for the State of Washington, residing at Deer Park
My appointment Expires: 12/19/98

TED J. MORRIS NOTARY PUBLIC COMMISSION EXPIRES DECEMBER 19, 1998 STATE OF WASHINGTON

WEH/5/26/95
[TA851300.089]

PIONEER TITLE COMPANY COV $40.00

4042274
Page: 23 of 33
10/04/1996 01:29P
Spokane Co, WA

VOL. 1758 PAGE 526

The undersigned does hereby approve the Amended and Restated Declaration of Covenants, Conditions, Restrictions and Easements for Deer Park Golf and Country Club and Deer Park Estates, dated May ____, 1995.

NAME OF OWNER:
Golf Country Homes

By: Jeffrey H

Its: President.

Lot 7,9,10,11,20,28, Division I, Deer Park Golf and Country Club

Dated: 07/22/95

STATE OF WASHINGTON)
) ss.
COUNTY OF Spokane)

On this 22nd day of July, 1995, personally appeared before me Jeffrey Hoboarmen, to me known to be the individual described in and who executed the foregoing instrument, and acknowledged that he/she signed the same as his/her free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal the day and year first above written.

Ted J. Morris

Ted J. Morris
(Type/Print Name)
NOTARY PUBLIC in and for the State of Washington, residing at Deer Park
My appointment Expires: 12/19/98

TED J. MORRIS NOTARY PUBLIC COMMISSION EXPIRES DECEMBER 19, 1998 STATE OF WASHINGTON

WEH/5/26/96
ITA951300.0691

PIONEER TITLE COMPANY COV $40.00

4042274
Page: 24 of 33
10/04/1996 01:29P
Spokane Co. WA

VOL. 1758 PAGE 527

The undersigned does hereby approve the Amended and Restated Declaration of Covenants, Conditions, Restrictions and Easements for Deer Park Golf and Country Club and Deer Park Estates, dated May ____, 1995.

NAME OF OWNER:

Coburn Dalton

By: Kenneth Coburn VP

Its: V. P

Lot 33, Division I, Deer Park Golf and Country Club

Dated: 7-27-95

STATE OF WASHINGTON)
) ss.
COUNTY OF Spokane)

On this ____ day of _____, 1995, personally appeared before me _____, to me known to be the individual described in and who executed the foregoing instrument, and acknowledged that he/she signed the same as his/her free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal the day and year first above written.

Marie C Picerno

MARIE C. PICERNO

(Type/Print Name)

NOTARY PUBLIC in and for the State of Washington, residing at Spokane WA

My appointment Expires: 12/19/98

MARIE C. PICERNO NOTARY PUBLIC STATE OF WASHINGTON COMMISSION EXPIRES DECEMBER 19, 1998

A1H:5/28/96

IT:A661300.0891

PIONEER TITLE COMPANY COV $40.00

4042274
Page: 25 of 33
10/04/1996 01:29P
Spokane Co. WA