

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 owning 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  
Willard R. Warren, President

Lots \_\_\_\_\_, Division I, Deer Park Golf and  
Country Club

WEH/6/28/95  
ITAG51300.0691



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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:

Quantum Group Inc.

By: Ted J. Lasley

Its: Sec

Lot 18, Division I, Deer Park Golf and Country Club

Dated: 6/7/98

STATE OF WASHINGTON )  
 ) ss.  
COUNTY OF Spokane )

On this 7<sup>th</sup> day of June, 1995, personally appeared before me Ted J. Lasley, 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: 12/17/98



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:

Richard H. Weston  
Hayden Enterprises, Inc.  
By: [Signature]  
Its: FICS

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: \_\_\_\_\_

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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:

Hayden H. Watson  
Hayden Enterprises, Inc.

By: [Signature]

Its: Pres

Lot \_\_, Division I, Deer Park Golf and Country Club

Dated: \_\_\_\_\_

STATE OF WASHINGTON )  
 ) ss.  
COUNTY OF Deschutes )

On this 7th day of August, 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.



Vickie Takami  
VICKIE TAKAMI

(Type/Print Name)  
NOTARY PUBLIC in and for the State of Oregon  
Washington, residing at Redmond  
My appointment Expires: 1/20/99



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EXHIBIT "A"

PARCEL "A"



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INTENTIONALLY OMITTED

PARCEL "B"

The West Half of Section 36, Township 29 North, Range 42 East of the Willamette Meridian;

EXCEPTING THEREFROM Enoch County Road on the North;

ALSO EXCEPTING THEREFROM the West 208 feet of the South 520 feet of the Southwest Quarter of the Southwest Quarter of said Section;

ALSO EXCEPTING THEREFROM the Southeast Quarter of the Southeast Quarter of the Southwest Quarter of said Section;

ALSO EXCEPTING THEREFROM the following described strip of land;

A strip of land 60 feet wide, being in the portion of the Southwest Quarter of the Southwest Quarter of Section 36, Township 29 North, Range 42 East of the Willamette Meridian, said strip to be parallel with and 60 feet perpendicular to the following described line, said line being the Southerly line of said 60 foot strip of land:

COMMENCING at the Southwest corner of Section 36, Township 29 North, Range 42 East of the Willamette Meridian;

Thence South 89°53'57" East along the South line of said Section 36, a distance of 208 feet to the True Point of Beginning;

Thence South 89°53'57" East along the South line of said Section 36, a distance of 117 feet to a point, which is the Northwest lot corner of Lot 5, Block 10 of ARCADIA HEIGHTS REPLAT, as per plat recorded in Volume 18 of Plats, page 13, records of Spokane County;

Thence South 89°53'57" East along the South line of said Section 36, being the North line of ARCADIA HEIGHTS REPLAT, a distance of 509.81 feet to a point, said point being the corner of Sections 1 and 2, Township 28 North, Range 42 East of the Willamette Meridian;

Continued on Page 2



Thence along a curve to the left with a radius of 1,030 feet and a central angle of  $11^{\circ}35'01''$  for an arc distance of 208.24 feet;  
Thence along a reverse curve to the right with a radius of 780 feet and a central angle of  $13^{\circ}39'50''$  for an arc distance of 186.01 feet to a point, said point being on the centerline of Weber Avenue as shown by said ARCADIA HEIGHTS REPLAT;

Thence South  $87^{\circ}49'08''$  East along the North line of said ARCADIA HEIGHTS REPLAT, a distance of 146 feet, more or less, to a point on the Easterly line of the Southwest Quarter of the Southwest Quarter of said Section 36;

ALSO EXCEPTING THEREFROM the following described strip of land:

A strip of land 60 feet wide in that portion of the Southwest Quarter of Section 36, Township 29 North, Range 42 East of the Willamette Meridian, said strip to be parallel with and 60 feet perpendicular to the following described line, said line being the Southerly line of said 60 foot strip of land;

COMMENCING at the Southwest corner of the Southeast Quarter of the Southwest Quarter of Section 36, Township 29 North, Range 42 East of the Willamette Meridian;  
Thence Northerly along the Westerly line of the Southeast Quarter of the Southwest Quarter of said Section 36, to a point on the Northerly line of Lot 2, Block 11, ARCADIA HEIGHTS REPLAT, as per plat recorded in Volume 16 of Plats, page 13, records of Spokane County, said point being the True Point of Beginning;

Thence South  $87^{\circ}49'08''$  East along the North line of said ARCADIA HEIGHTS REPLAT, a distance of 183 feet, more or less, to a point being the Northeast corner of Lot 3, Block 11 of said ARCADIA HEIGHTS REPLAT;

Thence South  $65^{\circ}19'08''$  East, a distance of 58.44 feet to a point on the South line of said Section 36, a point being the terminus of said 60 foot strip of land, the Northerly line of which to intersect the Northerly line of the following described 50 foot strip of land:

A strip of land 50 feet wide in that portion of the Southwest Quarter of Section 36, Township 29 North, Range 42 East of the Willamette Meridian, said strip to be parallel with and 50 feet perpendicular to the following described line, said line being the Southerly line of said 50 foot strip of land:

BEGINNING at the terminus of Parcel "B" as described above;

Thence South  $89^{\circ}54'29''$  East along the South line of said Section 36, a distance of 435.35 feet to a point being the Southeast corner of the Southwest Quarter of the Southeast Quarter of the Southwest Quarter of said Section 36;

Situate in the County of Spokane, State of Washington.

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**PARCEL "C"**

That portion of the Northwest Quarter of Section 1, Township 28 North, Range 42 East of the Willamette Meridian, lying Northwesternly of the Deer Park-Airport Road No. 1833 and Westerly of the North-South center line of Section 36, Township 29 North, Range 42 East of the Willamette Meridian extended Southerly;

EXCEPT the South Half of the Southwest Quarter of said Northwest Quarter;

AND EXCEPT that portion lying within the South Half of the Southeast Quarter of the said Northwest Quarter;

AND EXCEPT that portion of the above described property lying within ARCADIA HEIGHTS REPLAT, as per plat recorded in Volume 16 of Plats, page 13, records of Spokane County;

AND EXCEPT that portion of a parcel of land located in a portion of the Northwest Quarter of Section 1, Township 28 North, Range 42 East of the Willamette Meridian, described as follows:

BEGINNING at the Southeast corner of Lot 3, Block 3, ARCADIA HEIGHTS REPLAT, as per plat recorded in Volume 16 of Plats, page 13, records of Spokane County;  
Thence North 01°59'11" East along the East line of said Block 3, 343.94 feet to the Northeast corner thereof, said point being on the South line of Second Street;  
Thence North 87°12'53" East along the South line of Second Street and said South line extended 163.43 feet;  
Thence South 01°59'11" West parallel with the East line of aforesaid Block 3, 350.92 feet to a point on the extended South line of aforesaid Lot 3, Block 3;  
Thence South 89°39'32" West along said extended line, 163.00 feet to the Southeast corner of said Lot 3, Block 3 and the Point of Beginning;

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

**PARCEL "D"**

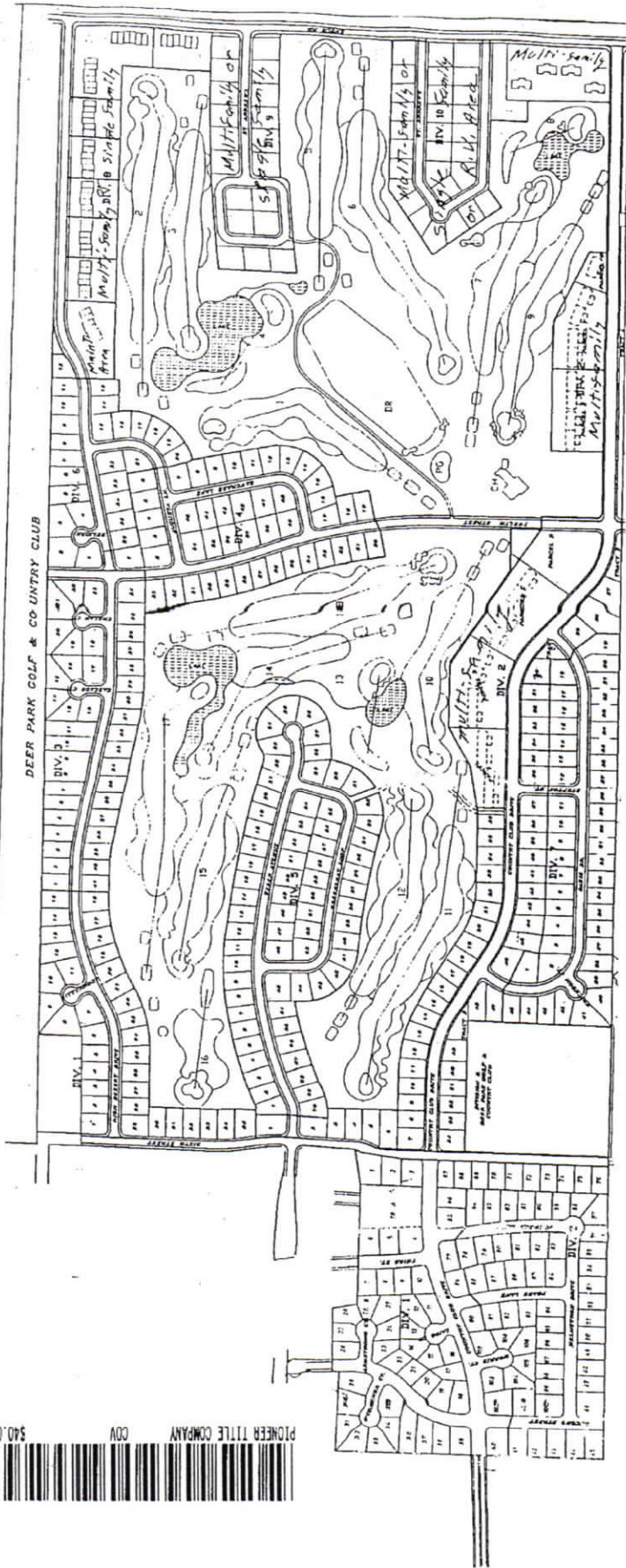
The East 70 feet of the Southeast Quarter of the Southwest Quarter of the Northwest Quarter of Section 1, Township 28 North, Range 42 East of the Willamette Meridian;

EXCEPT Deer Park Milan Road;

ALSO delineated on the certain survey recorded July 10, 1991 in Book 49 of Surveys, page 26, records of Spokane County;

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

EXHIBIT B





Warren Developments, Inc.  
P.O. Box 995  
Chehalis, WA 98532



4201164  
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03/24/1998 12:30P  
Spokane Co WA

Amendment to Amended and Restated Declaration of Covenants, Conditions,  
Restrictions and Easements for Deer Park Golf and Country Club and Deer  
Park Estates

As recorded under Spokane County Auditor's File No. 9508090342.

Grantor: Deer Park Golf and Country Club and Deer Park Estates

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

This is an Amendment to the Amended and Restated Declaration of Covenants, Conditions, Restrictions and Easements for Deer Park Golf and Country Club and Deer Park Estates recorded under Spokane County Auditor's File No. 9508090342 (the "Covenants"). These amendments are being adopted by the owners of not less than ninety percent (90%) of the property subject to these Covenants.

The Covenants are hereby amended in the following particulars:

A. The amount of the monthly assessments in Article V, Section 3(a) is hereby reduced from \$10 to \$5, with any increase occurring only after December 31, 1997.

B. Article V, Section 9 is hereby amended by reducing the golf course maintenance assessment from \$25 to \$10 for each lot in Deer Park Golf and Country Club. The assessment shall increase by the cost of living increases over that which exists on January 1, 1998.

C. Article VIII, Section 2(b) is hereby modified to read as follows:

A fence may be constructed and maintained by the owner on either or both side lines of his or her lot, and along the boundary of the golf course. These fences must be approved by the Architectural Control Committee. Currently the Committee is only authorizing chain link fences between lots (not wood fences), and black chain linked fences which are no higher than four feet along the golf course boundaries; these restrictions can be changed from time to time by the Architectural Control Committee. The fence described in Article VII, Section 18 shall not apply to any lots abutting the golf course.

D. Article VII, Section 28 dealing with completion of the landscaping is hereby modified by adding the following sentence: "Landscaping in the rear of the home shall be completed within one year of purchase, however, if the lot abuts the golf



course, then the backyard landscaping shall be completed prior to occupancy of any home on the lot.

E. The second to the last sentence of Article VIII, Section 5 is hereby modified by adding: "or to enter upon the easement area if that area is enclosed by a fence."

DATED this 18 day of August, 1997.

Willard R. Warren  
**PRES.**

STATE OF WASHINGTON )  
  ) ss.  
COUNTY OF SPOKANE )  
  ) ~~PIERCE~~

On this 18th day of August, 1997, personally appeared before me Willard R. Warren Pres and \_\_\_\_\_, to me known to be the individuals described in and who executed the foregoing instrument, and acknowledged that they signed the same as their 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.

Z. Marie Stauffer  
Z. MARIE STAUFFER  
(Type/Print Name)  
Notary Public in and for the State of Washington,  
residing at Deer Park  
My Appointment Expires: 4-1-2000





DATED this 18 day of August, 1997.

Edward W. Hatcher  
\_\_\_\_\_  
\_\_\_\_\_

STATE OF WASHINGTON )  
                                  )  
                                  )  
COUNTY OF Snohomish ) ss.  
                                  )  
                                  )

On this 18<sup>th</sup> day of August, 1997, personally appeared before me Edward W. Hatcher and \_\_\_\_\_, to me known to be the individual<sup>s</sup> described in and who executed the foregoing instrument, and acknowledged that ~~they~~<sup>he</sup> signed the same as their 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.

J. Marie Stauffer  
\_\_\_\_\_  
J. MARIE STAUFFER  
(Type/Print Name)  
Notary Public in and for the State of Washington,  
residing at Deer Park  
My Appointment Expires: 4-1-2000





DATED this 18<sup>th</sup> day of August, 1997.

Dennis Olson  
Joe J Olson

STATE OF WASHINGTON )  
                                  ) ss.  
COUNTY OF Spokane )  
                                  )  
                                  )  
                                  )

On this 18<sup>th</sup> day of August, 1997, personally appeared before me  
Dennis Olson and Joe J. Olson, to me known to be the individuals described  
in and who executed the foregoing instrument, and acknowledged that they signed the same as their 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.

J. Marie Stauffer  
J. Marie Stauffer  
(Type/Print Name)  
Notary Public in and for the State of Washington,  
residing at Deer Park  
My Appointment Expires: 4-1-2000





DATED this 18<sup>th</sup> day of August, 1997.

Arlen Tolman

Laura Tolman

STATE OF WASHINGTON )  
                          Snohomish ) ss.  
COUNTY OF ~~PERCE~~ )

On this 18<sup>th</sup> day of August, 1997, personally appeared before me Laura Tolman and Arlen Tolman, to me known to be the individuals described in and who executed the foregoing instrument, and acknowledged that they signed the same as their 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 Stauffer  
Z MARIE STAUFFER  
(Type/Print Name)  
Notary Public in and for the State of Washington,  
residing at Deer Park  
My Appointment Expires: 4-1-2000





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03/24/1998 12:30P  
Spokane Co WA

DATED this 18<sup>th</sup> day of August, 1997.

Charles E Miller

Ruth Lane Miller

STATE OF WASHINGTON )  
                              )  
                              )  
                              )  
COUNTY OF ~~BERCE~~ Spokane ) ss.  
                              )

On this 18<sup>th</sup> day of August, 1997, personally appeared before me Charles E. Miller and Ruth Lane Miller, to me known to be the individuals described in and who executed the foregoing instrument, and acknowledged that they signed the same as their 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.

J. Marie Stauffer  
J MARIE STAUFFER

(Type/Print Name)

Notary Public in and for the State of Washington,  
residing at Deer Park

My Appointment Expires: 4-1-2000





DATED this 18<sup>th</sup> day of August, 1997.

*Ronald W. Schultz*  
\_\_\_\_\_  
\_\_\_\_\_

STATE OF WASHINGTON    )  
                              ) ss.  
COUNTY OF Snohomish )  
                              )  
~~FERIE~~

On this \_\_\_\_\_ day of \_\_\_\_\_, 1997, personally appeared before me Ronald W. Schultz and \_\_\_\_\_, to me known to be the individuals described in and who executed the foregoing instrument, and acknowledged that they signed the same as ~~the~~ 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.

*J. Marie Stauffer*  
\_\_\_\_\_  
J. MARIE STAUFFER  
(Type/Print Name)  
Notary Public in and for the State of Washington,  
residing at Deer Park  
My Appointment Expires: 7-1-2000



















DATED this 18<sup>th</sup> day of August, 1997.

Wanda Behrbaum

~~\_\_\_\_\_~~

STATE OF WASHINGTON )  
                                  ) ss.  
COUNTY OF Snohomish )  
~~PIERCE~~

On this 18<sup>th</sup> day of August, 1997, personally appeared before me Wanda Behrbaum and \_\_\_\_\_, to me known to be the individuals described in and who executed the foregoing instrument, and acknowledged that they signed the same as ~~their~~ 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.

J. Marie Stauffer  
J. MARIE STAUFFER  
(Type/Print Name)  
Notary Public in and for the State of Washington,  
residing at Deer Park  
My Appointment Expires: 4-1-2000



When recorded return to:  
J. Craig Barrile  
Attorney at Law  
P.O. Box 1189  
Deer Park, WA 99006



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Page: 1 of 1  
06/18/2001 03:14P  
Spokane Co WA

**AMENDMENT TO AMENDED AND RESTATED  
DECLARATION OF COVENANTS, CONDITIONS,  
RESTRICTIONS AND EASEMENTS FOR DEER PARK GOLF  
AND COUNTRY CLUB AND DEER PARK ESTATES**

This is an Amendment to the Amended and Restated Declaration of Covenants, Conditions, Restrictions and Easements for Deer Park Golf and Country Club and Deer Park Estates recorded under Spokane County auditor's File No. ~~958090142~~ (the "Covenants"). This amendment is being adopted by the owners of not less than ninety percent (90%) of the property subject to these Covenants.  
*9509090342 VOL 1758 PG. 503*

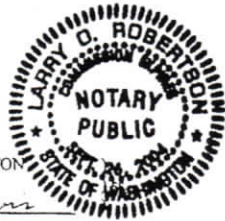
The Covenants are hereby amended in the following particulars:

A. Article VII Section 1 is hereby modified to read as follows:

SECTION 1. Residential Character of Property.

- A. "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.
- B. No structures or buildings or any kind shall be erected, altered, placed or permitted to remain on any single family lot other than:
  - 1. One detached single family dwelling for single family occupancy only, not to exceed two stories in height, with a private garage for not more than three (3) standard sized passenger automobiles (unless otherwise approved by the Architectural Control Committee).
  - 2. One accessory building (storage shed, pool house, etc.), of frame construction, set on a concrete foundation, no larger than 160 square feet and no more than 10 feet high. Siding and color must match the dwelling.
  - 3. Anyone who currently has a non-conforming accessory building is required to come into conformity within one year of the approval of this amendment.
- C. Residential structures shall be allowed only if approved th the Architectural Control Committee.
- D. Recreational vehicles shall be permitted in the recreational vehicle area identified on the general plan of development.

DATED this 13<sup>th</sup> day of June, 2001.



*Willard R Warren*  
*Jay A Vient*

STATE OF WASHINGTON  
COUNTY OF Leavenworth

On this 13<sup>th</sup> day of June, 2001, personally appeared before me Willard R Warren and Jay A Vient, to me known to be the Directors of the Deer Park GCC Homeowners Association and acknowledged that they signed this instrument as their free and voluntarily act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 13<sup>th</sup> day of June, 2001.

*Larry D Robertson*  
Notary Public in and for the State  
of Washington, residing at Chickadee  
Empire 9/24/04