

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

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

Grantees: To the Public

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

APN: A portion of 29365.0049

Deer Park Golf & Country Club Division Three
Mountain View Meadows
City of Deer Park
Spokane County, Washington

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

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

Deer Park Golf & Country Club Divisions 3,
Portion of W ½ of Section 36, Township 29 North, Range 42 East, Willamette Meridian,
Spokane County, State of Washington

Recorded in Auditory File 5288357

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

- C. Declarant intends by this document to impose upon the Property described herein, mutually beneficial restrictions under a general plan of improvement for the benefit of all of the Lots and Owners thereof.
- D. Declarant hereby declares that the Property shall be held, conveyed, mortgaged, encumbered, leased, rented, used, occupied, sold, and improved, subject to the following declarations, limitations, covenants, conditions, restrictions, and easements, all of which are for the purpose of enhancing and protecting the value and attractiveness of the Property, and every part thereof, in accordance with the plan for the subdivision and salve of the Property as a residential community. All of the limitations, covenants, conditions, restrictions, and easements shall constitute covenants and encumbrances which shall run with the land and shall be perpetually binding upon Declarant and its successors-in-interest and assigns, and all parties having or acquiring any right, title or interest in or to any part of the Property.

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ARTICLE 1 Definitions

- 1.1 "Approval" shall mean the issuance of written approval, the approval at any meeting, any written waiver or approval rights, or the issuance of a letter of "no objection".
- 1.2 "Architectural Committee (AC)" shall mean the Architectural Committee created pursuant to Article 6 of the Declaration.
- 1.3 "Articles" shall mean the Articles of Incorporation of the Association, as amended from time to time.
- 1.4 "Assessment" shall mean that portion of the cost of maintaining, improving, repairing, operating, insuring, and managing the Common Area, which is to be paid by the Lot Owners as determined by the Association under the Declaration. The Golf Course Assessment and Assessments as many be designed as Regular Assessments, Extraordinary Assessments, or Special Assessments, as those terms are more specifically defined in Article 9 of this Declaration.
- 1.5 "Association" shall mean Mountain View Meadows Owners Association, Inc., a Washington nonprofit corporation, formed by Declarant in conjunction with the recordation of this Declaration, the Members of which shall be Owners of Lots within the Property as provided herein.
- 1.6 "Board" or "Board Members" shall mean Board of Managers of the Association, as it shall be constituted from time to time.
- 1.7 "Bylaws" shall mean the Bylaws of the Association as restated or amended from time to time.
- 1.8 "Common Area" shall mean those areas and rights that are held by the Association and operated and maintained along with the Deer Park Golf & Country Club Homeowners Association for the benefit of Owners of all Lots, and any landscaped area, or monuments that indicated entry to Mountain View Meadows of Divisions thereof, if any. Distinct shall mean those areas defined by Tract, and which have tax parcel numbers, Non-Distinct shall mean improvements not associated with tax parcel number.
- 1.9 "Common Expenses" shall mean the actual or estimated expenses of maintenance, improvement, repair, operation and management of the Common Area and of administration of the Association, and any reasonable reserves for such purposes determined by the Board, and all sums designated Common Expenses by or pursuant to the Project Documents.
- 1.10 "Declarant" shall mean Warren Developments Inc, and their successors-in-interest or assigns with respect to the Property; but excluding members of the public purchasing completed Lots. Provided that no successor or assignee of Declarant shall have any rights or obligations of Declarant under the Declaration unless such rights and obligations are specifically set forth in the instrument of succession or assignment. Notwithstanding this provision, the obligations of the Declarant under this instrument shall be binding upon any successor or assign who acquires all or substantially all of the property.
- 1.11 "Declaration" shall mean this Declaration of Covenants, Conditions, and Restrictions, and all other provisions set forth in this Declaration as it may be amended from time to time.
- 1.12 "Development Period" shall mean the duration of time (fifty-years) the Declarant shall have rights to develop, amend, annex and make capital improvements in accordance with the Development Plan and this declaration, which may be amended from time to time are sold, or Declarant relinquishes Declarant rights in writing.

- 1.13 "Development Plan" shall mean the Deer Park Golf & Country Club General Development Plan and Deer Park Estates Divisions 1 and 2 under auditor file 5287469.
- 1.14 "Documents" shall mean this Declaration, the Plat and the Article, Bylaws, and rules and regulations of the Association, as each shall be amended from time to time.
- 1.15 "DPG & CC Members" shall mean Owner (s) of Lots in Deer Park Gold & Country Club Development Divisions 1, 2 & 7 as recorded, and Deer Park Estates Divisions 1 and 2 as recorded.
- 1.16 "Dwelling Unit" shall mean any portion of a building on the property, which portion is designed and intended as a residence for one-family. The term "dwelling unit" shall encompass the lot upon which a dwelling unit is located.
- 1.17 "Golf Course" shall refer to that parcel of real estate whose boundaries are designed on the Development Pan Exhibit B, and is not a common area.
- 1.18 "Lot" shall mean any of the separate parcels of land shown upon any recorded subdivision map of the property, with the exception of areas set aside for nonresidential use.
- 1.19 "Member" shall mean a member of the Association, as defined in the Articles of Incorporation and Bylaws of the Association.
- 1.20 "Mortgage" includes a recorded mortgage, deed of trust, real estate contract, or other instrument creating a security interest in any Lot.
- 1.21 "Mortgagee" includes a mortgagee, beneficiary or holder of a deed of trust, real estate contract vendor, or other holder of a security interest in any Lot.
- 1.22 "Mortgagor" includes a mortgagor, the grantor of a deed of trust, real estate contract vendee, or other person granting a security interest in any Lot.
- 1.23 "Owner" or "Owners" shall mean the record holder or holders of title to a Lot within the Property. This shall include any person having a fee simple title to any Lot, but shall exclude persons or entities having any interest merely as security for the performance of any obligation. Further, if a Lot is sold under a recorded contract of sale to a purchaser, the purchaser, rather than the fee owner, shall be considered the "Owner".
- 1.24 "Person" shall mean any natural person, corporation, partnership, association, trustee, or other legal entity.
- 1.25 "Plat" shall refer to the recorded plat for Deer Park Golf & Country Club Development, Division-Three, or as amended from time to time.
- 1.26 "Primary Construction" shall mean the "first" plans and commencement of building plans and improvements on any lot.
- 1.27 "Property" shall mean the real property covered by this Declaration.
- 1.28 "Proprietor" shall mean any natural person, corporation, partnership, association, trustee, or other legal entity holding all legal rights to commercial and recreational real estate including the Golf Course real estate, and Resort RV Park real estate, or as amended from time to time.
- 1.29 "Resort RV Park" shall refer to parcels of real estate whose boundaries are designed on the Development Plan and are not a common area.
- 1.30 "Tract" shall mean any parcel of land identified as such on the Development Plan, which may be owned by the members of Deer Park Golf & Country Club Homeowners Association, Mountain View Meadows Owners Association, City of Deer Park, Proprietor of the Resort RV Park, Proprietor of the Golf Course, or the Declarant or assigns.
- 1.31 "Plese Parcel" shall refer to the parcel of land indicated on Exhibit A as Tract F, and not a common area.

END OF ARTICLE 1

DEFINITIONS

ARTICLE 2 PROPERTY SUBJECT TO THIS DECLARATION AND ADDITIONS THERETO

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

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

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

2.4 The Development Plan

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

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

END OF ARTICLE 2

PROPERTY SUBJECT TO THIS DECLARATION AND ADDITIONS THERETO

ARTICLE 3 ASSOCIATION, ADMINISTRATION, MEMBERSHIP AND VOTING RIGHTS

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

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

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

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

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

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

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

3.8 Board of Managers. During the Development Period, the Declarant shall appoint the Board of Managers. The affairs of the Association shall be managed by a board of three managers, which shall conduct regular and special meetings according to the provisions of the Bylaws of the Association. (Refer to Article 16 of this Declaration, and Article 4 of the Bylaws).

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

END OF ARTICLE 3

ASSOCIATION, ADMINISTRATION, MEMBERSHIP, AND VOTING RIGHTS

ARTICLE 4 RIGHTS IN COMMON AREA

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

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

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

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

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

4.6 Regulation of Common Area Use. The rights and easements of use and enjoyment of the Common Area created by this Declaration shall be subject to such rules and regulations, as may be adopted by the

Board of Managers from time to time. Without limiting the generality of the Board's authority to enact reasonable rules and regulations, such rights shall be subject to the following:

(a) The right of the Board to consent to or otherwise cause the construction of additional improvements on the Common Area and to consent to or otherwise cause the alteration or removal of any existing improvements on the Common Area for the Benefit of the Members of the Association; and

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

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

END OF ARTICLE 4

RIGHTS IN COMMON AREA

ARTICLE 5 EASEMENTS AND UTILITIES

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

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

(a) Observing any building or construction process that may or may not be in compliance with Approval of the AC.

(b) Emergency repairs necessary to prevent damage to another lot or the improvements thereon.

(c) Cleaning, maintenance, repair, or restoration work which the owner is required to do but has failed or refused to do. Except in an emergency where advance notice is not possible, the easement right shall be exercised only after reasonable notice to the lot owner.

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

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

5.4 Errant Golf Ball Easements. Declarant expressly reserves for the benefit of those playing the golf course, operated by the Deer Park Golf Club, a non-exclusive easement for the flight, passage, landing, and retrieval of golf balls on, across, and over any Lot in the Development. Neither the Declarant or the Association, or their agents, successors, nor assigns shall have any liability or obligation to the Owner of the Lot, or to any person, for any damage or injury caused by golf balls being hit from the golf course. Nothing in the reservation of easement, however, shall be deemed or construed to waive, restrict or limit in any manner the right of the Owner of any Lot to which any golf ball may be hit, or the Owner's family, lessees, or guests, to seek and recover damages against the individual person who hit the golf ball for any loss or injury caused by the golf ball.

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

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

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

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

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

END OF ARTICLE 5

EASEMENTS AND UTILITIES

ARTICLE 6 ARCHITECTURAL COMMITTEE

6.1 Prohibition of Alteration and Improvement; Approved Builders. Subject to the exemption of Declarant hereunder, no building, sign, fence, driveway, wall, obstruction, awning, improvement or structure of any kind, shall be commenced, erected, painted or maintained upon the Property, no shall any remodeling, reconstruction, alteration or improvement of any kind be made thereto, unless and until the same has been Approved in writing by the Declarant, Architectural Committee (AC) appointed by the Declarant or Board as provided in this Article.

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

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

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

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

For such period of time the Declarant deems fit, all Primary Construction shall be undertaken only by builders approved by Declarant. Thereafter, the Board of Managers and AC shall maintain a list of approved contractors from which an Owner may make selection.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(l) All electrical service, telephone lines, cable television lines, and other outdoor utility lines and equipment shall be placed underground. Except for one (1) satellite dish twenty-four (24") inches or less in diameter, which installation location and camouflaging meet Approved by the AC, not exposed or exterior radio or television transmission or receiving antennas, including satellite dishes, shall be erected, placed, or maintained on any part of any Lot, Dwelling Unit or Structure, unless Approved by the Declarant, Board of Managers of AC. Any waiver of these restrictions with respect to one Dwelling Unit shall not constitute a waiver with respect to any other Lots and Swelling Units. Electronic devices causing interference with television or radio reception, or which otherwise create a nuisance or annoyance to other Lots shall not be allowed.

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

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

END OF ARTICLE 6

ARCHITECTURAL COMMITTEE

ARTICLE 7 ARCHITECTURAL AND LANDSCAPE CONTROL

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

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

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

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

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

- (a) The construction of private roads or driveways

(b) The construction or erection of any building, fence, wall or other structure

(c) The construction or installation of swimming pool, spa, hot tub or any type of pool, or waterfall/pond feature. No such pool, hot tub, spa or the like is allowed in any front yard.

(d) The remodeling, reconstruction, or alterations of any road, driveway, building or other structure.

(e) The cutting, damaging, or removal of any tree, which is greater than six (6) inches in diameter at a point four (4) feet above the ground level.

(f) The removal of any living plant or tree, including any tree in any drainage swale, from any portion of a lot which is a setback or easement area under any covenant, regulation, restriction applicable to said lot, except such removal as may be necessary under the terms of any other covenant application to the lot.

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

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

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

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

(a) Site Plans for the construction or modification or roads or driveways shall show the proposed location, course, width, grade and materials.

(b) Plans for the construction of modification of any building, fence, wall, or other structure shall be building elevation plans, which, in addition to the details customarily shown on such plans, shall show the proposed location of the structure on the lot (a site plan), elevations from all four viewpoints, the exterior color scheme, proposed outdoor lighting, proposed landscaping, and proposed grading. At the request of the AC, the person submitting such plans shall locate stakes on the lot, which indicate the corners of the proposed structure. The specifications shall include a list of all materials that will be visible on the exterior of the improvements. The person seeking approval shall also submit color and materials samples as requested.

(c) Plans for the removal or planting of trees and plants shall show the locations, type and approximate size of the trees or plants to be added or removed on the site plan.

(d) Plans for the construction of a residence shall also identify the builder and contractors, which the owner proposed to employ to construct the dwelling and improvements.

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

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

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

END OF ARTICLE 7

ARCHITECTURAL AND LANDSCAPING CONTROL

ARTICLE 8 REPAIR AND MAINTENANCE

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

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

END OF ARTICLE 8

REPAIR AND MAINTENANCE

ARTICLE 9 ASSOCIATION MAINTENANCE FUNDS AND ASSESSMENTS

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

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

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

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

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

9.4 Extraordinary Assessments. In addition to the Regular Assessment authorized above, the Board may levy, in any fiscal year, any Extraordinary Assessment applicable to that year only for the purpose of defraying, in whole or in part the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Area, 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 the lots in the Development. Each owner of those lots shall pay a monthly golf course maintenance assessment to defray some of the cost of 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 increase 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 this 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 alien for, any unpaid Assessments made by the Association against the grantor in excess of the amount set forth in 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 designed 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 liens 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.

9.11 Payment of Taxes Assessed Against Common Area of 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 tubes 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 judgement 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 scheduled trash collection hours. No incinerators of any kind shall be allowed, furthermore no trash shall be burned in/on 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 government 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 particles 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 approve by the AC have been completed, and occupancy has been granted by the City of Deer Park.

10.9 Divisions 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 or 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. Swelling 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 receptable.

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, 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 the 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 area. Such prohibited activities shall include, without limitations, 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 constructions 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 extend, 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, name 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 Common Area.

11.2 Lenders' Requirements. Notwithstanding the forgoing, 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 Nation 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 with the Project, except to the extend 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 performed, 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, 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 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 conditions, 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 purposes, 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 of 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 and 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 proved by the Owner.

END OF ARTICLE 12

DESTRUCTION OF IMPROVEMENTS

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 an 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 limitations, The Mortgage Corporation ("TMC"), the Government National Mortgage Association ("GNMA") and the Federal National Mortgage Association ("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 provisions, 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 the 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 invalidate 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 authorized 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;
- Reallocation of interests in the Common Area, or right to its user;
- 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 of 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 votes 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

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 proposal amendment to this Declaration in reasonably details 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 special 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 is certified, signed and sworn to by two (w) 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 16 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 its 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 inwriting.

(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 sing or signs on any of the Property as may be necessary for the identification of the Property or for the sale, lease or dispositions thereof.

16.2 Prevent Board of Managers Appointment. Pursuant to the Bylaws, Article 4 – section 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 Members 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 or obligation hereunder, and such their person shall be obligated to perform all such duties and obligations of the Declarant.

END OF ARTICLE 16

DECLARANT RIGHT AND RESERVATIONS

ARTICLE 17 GENERAL PROVISIONS

17.1 Binding Effect. All present and future owners or occupants of swelling units shall be subject to and shall comply with the provisions of this Declaration, as amended from time to time the acceptance of deed or conveyance or the entering into occupancy of any swelling unit shall constitute an agreement that the provisions of this Declarations, 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 swelling unit as though such provisions were recited and stipulated at length in each and every deed and conveyance or lease thereof.

17.2 Enforcement. At 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 chares 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 a 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 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 20 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 meetings 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 their (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 an 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, and 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) After Declarant’s rights under Article 2 regarding annexation of additional properties.
- (d) After previously recorded or written agreements with public or quasi-public agencies regarding easements and rights-of-way.
- (e) After the AC’s rights as set forth in Articles relating to architectural controls
- (f) Substantially alter the rights of 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 Members of the Mountain View Meadows Owners 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 sake, 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 to 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 received 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 scheduled 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 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 of 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.