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WILLIAM H. ...
SPOKANE, COUNTY, WASH.

DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS
AND RESERVATION OF EASEMENTS
FOR
SHADY SLOPE ESTATES

VOL. 1625 PAGE 1657

KNOW ALL MEN BY THESE PRESENTS that MICHAEL R. SPILKER and SUSAN K. SPILKER, husband and wife, hereinafter referred to as "Declarant", do hereby declare and set forth covenants, conditions, restrictions, and reservation of easements to run with all of the land described hereafter as provided by law, which covenants, conditions, restrictions, and reservation of easements, hereinafter referred to as the "Declaration", shall be binding upon all parties and persons claiming an interest in any of the property described hereafter, and which covenants, conditions, restrictions, and reservation of easements shall be for the benefit of and limitation upon all future owners, and being for the purpose of keeping said real estate desirable, uniform and suitable in use as specified herein.

The land affected by this Declaration, hereinafter referred to as the "Property", or the "Project, is legally described as set forth on Exhibit "A" attached hereto and incorporated herein by this reference.

SECTION ONE

OWNERS' ASSOCIATION/VOTING/BY-LAWS

1.1 FORM OF ASSOCIATION. The Association is or shall be incorporated pursuant to the Washington Non Profit Corporation Act under the name of SHADY SLOPE HOMEOWNER'S ASSOCIATION, hereinafter referred to as the "Association".

1.2 MEMBERSHIP. Each Owner of a lot within the Project described herein shall automatically be a member of the Association and shall remain a member thereof until such time as he no longer owns a lot within the Project, at which time his membership in the Association shall automatically cease and the new owner for the lot shall take his place as a member. An Owner is the person owning a

THIS DOCUMENT HAS BEEN RE-RECORDED FOR THE PURPOSE OF INCLUDING EXHIBIT "A" ATTACHED HERETO WHICH CONTAINS THE LEGAL DESCRIPTION OF ALL PARCELS SUBJECT TO THESE COVENANTS.

lot in fee simple absolute, as a purchaser under a Real Estate Contract, by way of leasehold interest, by way of periodic estate, or in any other manner in which real property may be owned, leased, or possessed in the State of Washington.

1.3 TRANSFER OF MEMBERSHIP. The Association membership of each Owner shall be appurtenant to the particular lot owned giving rise to such membership, and shall not be assigned, transferred, pledged, hypothecated, conveyed, or alienated in any way except upon the transfer of title to said lot, which shall automatically transfer membership in the Association. Any attempt to make a prohibited transfer shall be void.

1.4 VOTING. The total voting power of all Owners shall be equal to the number of lots subject to individual ownership within the Project, PROVIDED HOWEVER, that should one Owner own more than one lot, said Owner shall have only one (1) vote regardless of his ownership of more than one (1) lot.

1.5 PLEGGED VOTES. In the event the record Owner or Owners have pledged their vote regarding special matters to a mortgagee or beneficiary of a Deed of Trust under a duly recorded Mortgage or Deed of Trust, or to the vendor under a duly recorded Real Estate Contract, only the vote of such mortgagee, beneficiary, or vendor will be recognized in regard to the special matters upon which the vote is so pledged, if a copy of the instrument with this pledge has been filed with the Association.

1.6 ANNUAL MEETINGS. There shall be an annual meeting of the Owners in the second quarter of each year at such reasonable place and time as may be designated by written notice from the Association delivered to the Owners no less than ten (10) days and not more than fifty (50) days prior to the date for said meeting. At the annual meeting, there shall be presented an accounting of the common expenses of the Association, an itemization of receipts and disbursements for the preceding calendar year, and the allocation thereof to each Owner, and the estimated common expenses for the coming calendar year. Any lot Owner, at his own expense, may at any reasonable time during weekdays, make an audit of the books of the Association.

1.7 SPECIAL MEETING. Special meetings of the Owners may be called at any time for the purpose of considering matters which, by the terms of the Declaration, require the approval of all or some of the Owners, or for any other reasonable purpose. Such meetings shall be called by written notice to the members of the Association

upon decision by the President, by its Board of Directors, or by written request of Owners having at least twenty-five percent (25%) of the total votes, which notice shall be delivered not less than ten (10) nor more than fifty (50) days prior to the date fixed for said meeting. The notice shall specify the date, time and place of the meeting, and, in general, the matters to be considered. Only those matters contained in the notice may be considered at any special meeting.

1.8 BY-LAWS. By-Laws for the administration of the Association and the property, and for other purposes not inconsistent with this Declaration shall be adopted by the Association by concurrence of those voting Owners holding at least sixty percent (60%) of the voting power. The Declarant may adopt the initial By-Laws of the Association.

1.9 BOARD OF DIRECTORS. The affairs of the Association shall be managed by a Board of Directors (the "Board") consisting of not less than two (2), nor more than five (5), voting members, the Board being more specifically described hereafter.

SECTION TWO

BOARD OF DIRECTORS

2.1 MANAGEMENT BY DECLARANT. At the election of the Declarant, the Project and the Association shall be managed by the Declarant, provided however that Declarant's management authority shall cease no later than five (5) years from the recordation of this Declaration or thirty (30) days following the date when the Declarant shall have sold 80% of the lots within the subdivision, whichever shall first occur.

2.2 MANAGEMENT BY BOARD. Upon the expiration of the time period set forth in Paragraph 2.1 above, or upon Declarant's option if exercised sooner, all administrative power and authority shall vest in a Board of not less than three (3), nor more than five (5), Directors selected from among the members of the Association. The Board may delegate all or any portion of such power to a manager, managing agent, or officer of the Association, or in such manner as may be provided by the By-Laws. All Board positions shall be open for election at the first annual meeting after the period of the Declarant's authority under Section 2.1 ends.

2.3 AUTHORITY OF THE BOARD. The Board, for the benefit of the members of the Association, shall enforce the provisions of

this Declaration and of the By-Laws, shall have all powers and authority permitted to the Board under the Washington Non Profit Corporation Act and this Declaration, and shall acquire and shall pay for out of the common fund hereinafter provided for, all goods and services requisite for the proper functioning of the Project.

2.4 LIMITATION ON AUTHORITY. The Board's authority as set forth in the preceding paragraph shall be limited in that the Board shall have no authority to acquire or pay for out of the maintenance funds, any capital additions and improvements having a total cost in excess of Two Thousand Dollars (\$2,000.00) without first obtaining the affirmative vote of 75% of the members of the voting power present or represented at a meeting called for such purpose, and if no such meeting is held, then the written consent of 75% of the voting members.

2.5 TERM OF OFFICE. The term of office of Directors shall be two years. After the initial election, if there be three Directors, then two Directors shall be elected at the annual meeting during even numbered years, and one Director shall be elected at the annual meeting during odd numbered years. If there shall be five Directors, then three shall be elected during even numbered years, and two shall be elected during odd numbered years. At the organization meeting of the Board, after expiration of the management by the Declarant, the Directors so elected shall, by lot, determine which shall initially have one or two year terms to stagger the expiration date of the terms of the appropriate number of Directors. Any Director may be elected to serve for an additional term or terms.

2.6 QUORUM FOR BOARD ACTION. A majority of the members of the Board shall constitute a quorum. The Board shall act by majority vote of those present at its meetings where a quorum is in attendance.

SECTION THREE

COMMON EXPENSES AND ASSESSMENTS

3.1 ESTIMATED EXPENSES. Within thirty days prior to the beginning of each calendar year, the Board shall estimate the common expenses to be paid during the ensuing year, shall make provision for creating, funding and maintaining reasonable reserves for contingencies, operations, and repair and maintenance of the private roadways and any common areas or facilities, such as but not limited to the street lights, entry gate, community pump house and access road to the pump house, and shall take into account any

expected income and any surplus available from the prior year's operating funds. If the sum estimated and budgeted at any time proves inadequate for any reason (including nonpayment for any reason of any Owner's assessment), the Board may, at any time, levy a further assessment which shall be assessed to the Owners as is set forth hereinafter. The budget may be reviewed and revised by the membership of the Association at any annual meeting, or at any special meeting called for such purpose, but if not so reviewed, or if no change is made, the budget shall be deemed approved. Due to the fact that Lot E adjoins Shady Slope, and therefore Lot E will receive access and water from Shady Slope Road, the Owner of Lot E shall not pay any assessments for road maintenance, water or other costs related to the common water supply for the Project unless Lot E participates in using the common water supply. Any booster pumps and all other water lines, appurtenances and other utility lines located on any lot shall be maintained by the owner of that lot.

3.2 PAYMENT BY OWNERS. Each Owner shall be obligated to pay assessments made pursuant to this Section to the Association in equal monthly installments on or before the first day of each month during the year, or at such other times or in such other reasonable manner as the Board shall designate. Any unpaid assessments shall bear interest at the rate of 12% per annum from the due date until paid, and the Board may charge and assess a late fee of \$50.00 against any Owner for each assessment not paid within thirty (30) days of its regular due date.

3.3 COMMENCEMENT OF ASSESSMENTS. An assessment for each lot within the Project shall commence to be payable upon completion of construction of a residential unit on said lot. Completion of construction is defined as the issuance of a final approved inspection or an occupancy permit by the appropriate governmental authority.

3.4 RECORDS. The Board shall cause to be kept detailed, accurate records in the form established by the Association of the receipts and expenditures of the Association, specifying and itemizing the maintenance and repair expenses and any other expenses incurred. Such records and any resolutions authorizing the payments involved shall be available for examination by any Owner at convenient hours during weekdays.

3.5 LIEN INDEBTEDNESS. Each monthly or annual assessment and each special assessment shall be the joint and several personal debt and obligation of the Owner or Owners of the lot for which the same are assessed at the time the assessment is made and shall be collectable as such. The amount of any assessment, whether regular

or special, assessed to the Owner of any lot, plus interest at 12% per annum, plus any late fees and costs, including reasonable attorney fees, shall be a lien upon such lot. Said lien shall have priority over all other liens and encumbrances, recorded or unrecorded, except as provided hereafter. Suit to recover a money judgment for unpaid assessments shall be maintainable without foreclosure or waiving the lien securing the same.

3.6 CERTIFICATE OF ASSESSMENT. A certificate executed and acknowledged by the Treasurer or the President of the Association, stating the indebtedness secured by the assessment lien upon any lot shall be conclusive upon the Board and the Owner as to the amount of such indebtedness on the date of the certificate, in favor of all such persons who relied thereon in good faith. Such certificate shall be furnished to any Owner or any encumbrancer of any lot within a reasonable time after request, in recordable form, at a reasonable fee.

3.7 FORECLOSURE OF ASSESSMENT LIEN. The Declarant, or Board on behalf of the Association, may initiate action to foreclose the lien of any assessment, late fees, interest or costs. In any action to foreclose a lien against any lot for nonpayment of delinquent assessments, late fees, interest or costs, any judgment rendered against the Owner of such lot in favor of the Association shall include a reasonable sum for attorney fees, and all costs and expenses reasonably incurred in preparation for or in the prosecution of said action; which costs and fees shall be in addition to the taxable costs permitted by law. An assessment lien may be foreclosed in the same manner as is provided by law for the foreclosure of a Real Estate Mortgage.

SECTION FOUR

MORTGAGEE PROTECTION

4.1 PRIORITY OF MORTGAGE. Notwithstanding all other provisions hereof, the liens created under this Declaration upon each lot for assessments shall be subject to the rights of the secured party in the case of any indebtedness secured by mortgage, deed of trust, or real estate contract which were made in good faith and for value upon the lot. Where such mortgagee, beneficiary of a deed of trust, or contract vendor, or other purchaser of a lot within the Project, obtains possession of a lot as the result of a mortgage foreclosure, deed of trust sale, or contract forfeiture, such possessor and his successors and assigns shall not be liable for the share of the common expenses or assessments by the Association chargeable to such lot which became due prior to such possession, but will be liable for such common

expenses and assessments accruing after such possession commences. The unpaid common expenses, assessments, late fees, interest, or costs which accrued prior to commencement of possession by the new lot Owner shall be deemed to be an amount collectable for all of the land Owners and the Association, including such possessor, his successors and assigns.

4.2 COPIES OF NOTICES. In the event the Association gives to an Owner of a lot any notice that such Owner has, for more than thirty days, failed to meet any obligations under this Declaration, it shall also give a copy of such notice to any first mortgagee, beneficiary of a first deed of trust, or contract vendor, which has previously given a written request to be so notified.

4.3 INSPECTION OF BOOKS. Each first mortgagee, beneficiary of a deed of trust, or contract vendor, upon written request, shall have the right to:

- (a) examine the books and records of the Association during normal business hours;
- (b) require from the Association the submission of annual financial reports and other financial data;
- (c) receive written notice of all meetings of the owners; and
- (d) designate, in writing, a representative to attend all such meetings.

Each Owner hereby authorizes any first mortgagee, beneficiary of a deed of trust, or contract vendor, on his lot to furnish information to the Board concerning the status of the loan or sale which it secures.

4.4 EFFECT OF DECLARATION AMENDMENTS. No amendment of this Declaration shall be effective to modify, change, limit, or alter the rights expressly conferred in this Section Four upon mortgagees, beneficiaries of deeds of trust, or contract vendors, in this instrument with respect to any unsatisfied mortgage, deed of trust, or contract duly recorded unless the amendment shall be consented to, in writing, by the holder of such security instrument.

SECTION FIVE

PRIVATE ROAD EASEMENTS AND MAINTENANCE

5.1 EASEMENTS AND AGREEMENTS FOR MAINTENANCE. Declarant has entered into certain agreements with Bonnie L. Layton regarding cross easements for ingress, egress and utilities and for payment of maintenance costs for those portions of the private easement

road which extends from Shady Slope Road over and across property owned by Bonnie L. Layton to the Project. The Association shall assume and pay the cost of maintenance, repair and snow removal for this roadway as agreed to between Bonnie L. Layton and Declarant. The Association shall assume all obligations and responsibilities between Declarant and Bonnie L. Layton regarding the costs of maintenance, repair and snow removal for the aforementioned roadway and the Association shall hold Declarant harmless therefrom.

5.2 COMPLETION OF ROADWAYS. Declarant shall complete all necessary work, including paving, to bring the private road lying within the Project to Spokane County's private road standards at Declarant's sole cost and expense. All subsequent repairs, maintenance, snow removal or improvements shall be at the sole cost of the Association.

5.3 RESERVATION OF EASEMENTS. Declarant expressly reserves for itself and for the successor Owners of Lots within the Project, reciprocal, non-exclusive easements for access, ingress, egress and utilities over, under and across the private easement road lying within the Project, as legally described on that certain Roadway and Utility Easement Agreement, as recorded under Auditor's No. 9309170343, and also over the private easement road as described under that certain Roadway and Utility Easement Agreement recorded under Auditor's No. 8807070177. Declarant further reserves for themselves, the Owners of all of the lots within the Project, and for all utility purveyors, both private and governmental, such easements as are required for utilities and for access to the community water pumphouse and water line.

5.5 MAINTENANCE AND IMPROVEMENTS TO THE ROADWAYS. The private easement roads described in Paragraph 5.3, above, shall be kept free and clear for motor vehicle use, and said roadways shall be maintained and repaired in a workmanlike and reasonable manner so that motor vehicles will always be able to enter and use the roadways without undue inconvenience. The maintenance and repair of the roadways shall include, but not be limited to, grading, plowing with reasonable prudence when it snows, repairing breakage or damage to the road surface and the like, as well as repair and maintenance of any ditches and culverts as needed to ensure proper drainage of surface water.

SECTION SIX

RESIDENCE AND USE RESTRICTIONS

6.1. Fully Protected Residential Area. All of the Property legally described on Exhibit "A" shall be used only for single

family residences with the usual outbuildings, and no commercial activities shall be allowed. No lot shall be subdivided to less than five (5) acres, however, one or more lots may be used as a single building site.

6.2. Vehicle and Equipment Restrictions. Except as set forth hereinafter, no boats, trailer houses, mobile homes, camping trailers, commercial trucks, buses, automobile bodies or other similar vehicles or equipment may not be parked on the community road or left standing on a lot (outside of a private garage or storage building) for more than 96 hours in any one month, provided however, that such equipment or vehicles may be parked in the private garage of any owner, as long as the garage doors can be closed to conceal such vehicles or equipment from public view. Automobile bodies, parts, wheels, tires, and the like shall be stored in a fully enclosed structure, concealed from public view. One (1) boat and trailer, one (1) recreational vehicle and one (1) horse trailer may be stored or left standing outside of a garage or storage building on any lot. The horse trailer which may be stored outside cannot be any larger than a 4-horse trailer.

6.3. Land Use and Building Type. No used or secondhand buildings may be placed either temporarily or permanently upon any lot in the Project. No buildings shall be erected, altered, placed, or permitted to remain on any lot other than one detached single family dwelling not to exceed two stories in height and a private garage for not less than two (2) automobiles, boats, trailers and the like, for family use, two outbuildings, and one guest house. No mobile homes or pre-manufactured homes are allowed. No wood shake roofs or sawn wood roof shingles are allowed.

6.4. Residence Size. No residence shall be permitted on any lot of a size less than 2000 square feet excluding garages, open porches and carports and the like, for a single story house measured at the exterior foundation walls. Residences consisting of one and a half stories shall not be less than 2000 square feet total on the first and second floor combined, measured in the same manner; a two story residence shall not be less than 1000 square feet on the main floor. In the event the residence is constructed as a "Daylight Rancher", then the residence must have a minimum of 1600 square feet on the main floor and at least 400 square feet of finished basement. Any guest house must be similar in design, construction and appearance, (including roofing and siding of the same material), to the main house, and may not be greater than 1,000 square feet in size.

6.5. Outbuildings. Two outbuildings are permitted on each lot, excluding detached garage, play house, or dog house, and any building used to store equipment for the Association. Building design and construction must be compatible to design of house. Roofing and siding must be of same material as house, or wood or permanent lap siding or metal (dark green or brown). Metal roofs are allowed, but no wood shake or sawn wood roof shingles are allowed. No quonset type buildings are allowed. Any outbuildings may not exceed 2400 square feet in size. No outbuildings may be used for permanent or temporary residence purposes.

6.6. Utilities Shall be Underground. In the interest of public health and in the interest of avoiding the presence of unsightly poles and structures, all utilities shall be buried in accordance with the best standard practices presently in use for burying of such utilities. Propane tanks must be enclosed and fuel tanks must be concealed or hidden from view.

6.7. Nuisances. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the other Association members.

6.8. Temporary Structures. No structure of a temporary character, no mobile home, no trailer, no basement, no tent, no shack, no garage, no barn, and no other building or outbuilding shall be used on any lot at any time as a residence either temporarily or permanently. No bomb shelter or similar structure shall be placed so that it is exposed above the ground.

6.9. Signs. No signs of any kind shall be displayed to the public view on any lot except (1) one sign designating family name; (2) one sign advertising the property for sale or rent; (3) signs used by a builder to advertise the property during construction and sales period; and (4) political cards during an election campaign. No permitted sign as described herein shall exceed three feet in any dimension.

6.10. Domestic Animals. A maximum of three adult dogs per household shall be allowed with the understanding that said dogs shall not be allowed to run off the owner's property. Dogs which are classified as "vicious or potentially dangerous", as defined by the Spokane County Animal Control or Spokane County Ordinances, shall not be allowed. One large domestic animal shall be permitted for every 2 acres of land in any Parcel. Also, a maximum of 10

fowl shall be allowed. No domestic animals shall be kept which habitually make loud or disturbing noises or create uncontrollable dust. All animals shall be kept for the use and pleasure of the occupants and not for commercial purposes.

6.11. Garbage and Refuse Disposal. No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers. All incinerators and other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition, and shall be concealed from public view by either being set in the ground, by being placed in a building or placed behind a screen or other barrier.

6.12. Completion. Any dwelling or structure erected or placed on any lot in the Project shall be completed as to external appearance, including finished painting, within one year after the date of commencement of construction.

6.13. Miscellaneous. No cyclone fencing shall be allowed unless it is green or brown in color. No security lights are allowed which interfere with neighbors. No clotheslines shall be permitted. All homes shall have landscape sprinkler systems and said sprinkler systems and landscaping must be installed within two (2) years of completion of the house.

No hunting or trapping is allowed, nor is the shooting of firearms or fireworks to be allowed.

6.14. Timber. In the interest of preserving and enhancing the health and perpetuation of the forest located throughout the Property, each owner agrees to use reasonable and responsible timber management practices. Except for clearing and maintenance of building sites for residences, outbuildings and animal enclosures, view corridors, landscape areas and site improvements, as limited herein, and except for clearing of areas of trees deemed by an accredited arboriculturist as disease infested or fire damaged beyond repair, no clear-cutting of timber shall be permitted. Selective commercial logging performed to enhance the growth and management of the forest shall be permitted under the condition that all slash be burned or removed within six (6) months of completion of any logging activity. Burning of yard wastes and timber slash shall be allowed as prescribed by local fire ordinances, under prudent weather and water conditions for controlled burning.

ARCHITECTURAL CONTROL

7.1 ARCHITECTURAL CONTROL DURING DEVELOPMENT. Until such time as development has been completed by the construction of residential units on all lots in the Project, the Architectural Control Committee shall consist of Michael R. Spilker and Susan K. Spilker. All submissions to the Architectural Control Committee shall be acted upon within fifteen (15) business days after submission, and the failure of the Architectural Control Committee to approve or reject within said fifteen (15) day period shall constitute an automatic approval.

No buildings shall be erected, placed or altered on any lot within the Project until plans and specifications for said building have been submitted to and approved by the Architectural Control Committee pertaining to the quality of workmanship, materials, harmony of external design and colors with existing structures, and as to location with respect to topography and finish grade elevation.

In the event of the death or resignation of a member of the Committee, the remaining member shall have the full authority to designate a successor. Neither the members of the Committee nor any designated representative shall be entitled to any compensation for services performed pursuant to this covenant.

Neither Declarant, nor the Architectural Control Committee, or any member thereof, nor their duly authorized representative shall be liable to the Association, or to any Owner for any loss, damage or injury arising out of or in any way connected with the performance of the Architectural Control Committee's duties hereunder, unless due to the willful misconduct or bad faith of the Committee.

7.2 ARCHITECTURAL CONTROL AFTER DEVELOPMENT. After all lots have been built upon, the Architectural Control Committee shall consist of three members, all of which shall be elected by the Board of Directors.

7.3 PROHIBITION AGAINST ALTERATION. No structure, improvement, or alteration of any kind, including landscaping within the Project, shall be commenced, erected, painted, or maintained upon any part of the Property until the plans for same have been approved in writing by the Architectural Control Committee.

7.4 PLANS AND APPROVAL. The Architectural Control Committee may develop and make available to all Owners within the Project, a set of rules and guidelines to assist Owners in preparing plans under this Section. The rules and guidelines shall not be binding upon the Committee, but shall set forth general criteria to be considered by the Committee in evaluating a particular application for Committee approval.

Plans and specifications showing the nature, kind, shape, color, size, materials and location of any such planned structure, improvement, or alteration shall be submitted to the Committee for approval as to the quality of workmanship and design, as well as harmony of external design with the existing structures, and also as to location in relation to surrounding structures, topography, and finish grade elevation. No permission or approval shall be required to rebuild in accordance with Declarant's original plans and specifications or to rebuild in accordance with plans and specifications previously approved by this or a predecessor Committee.

All submissions to the Architectural Control Committee shall be acted upon within fifteen (15) days after submission, and failure of the Architectural Control Committee to approve or reject within said fifteen (15) day period shall constitute an automatic approval.

SECTION EIGHT

REPAIR AND MAINTENANCE

8.1 OWNER'S MAINTENANCE RESPONSIBILITIES. Each Owner shall have responsibility of maintaining the exterior of their particular residence and all other buildings and improvements located upon their lot, and, if certain maintenance standards are established by the Board of Directors of the Association, then each Owner shall comply with said standards. The color and brand of any paint, stain, oil, or other preservative applied to the exterior of any residence or outbuilding must first be approved by the Architectural Control Committee. In the event that the exterior of any residence falls below any established standards, or should exterior maintenance otherwise be deemed necessary by the Board of Directors or the Architectural Control Committee, the same shall have the authority to send written notice to the Owner of such residence setting forth the maintenance deemed necessary. In the event such maintenance is not satisfactorily performed within forty-five (45) days of receipt of such notice, the Board shall be entitled to perform or contract for the performance of all such necessary maintenance and the costs thereof shall be a special assessment against the lot as provided for herein.

SECTION NINE

INSURANCE

9.1 INSURANCE. The Association shall maintain not less than \$1,000,000.00 of public liability insurance, which insurance shall insure all activities of the Association and its agents. The Association shall also maintain such hazard insurance covering the equipment or other assets of the Association as the Association, by majority vote, shall deem necessary from time to time.

SECTION TEN

DURATION AND AMENDMENT

10.1 DURATION. This Declaration shall continue in full force and effect for a period of twenty (20) years from the date hereof, after which time the same shall be automatically renewed for successive terms of ten years each, unless a Declaration of Termination is recorded, meeting the requirements for an amendment as set for hereafter. All properties within the Project shall continue to be subject to this Declaration during the term hereof regardless of sale, conveyance or encumbrance.

10.2 AMENDMENT. This Declaration may only be amended after written approval or vote in person or by proxy of seventy-five (75%) percent of the members of the Association, provided, however, that Declarant may amend the Declaration at any time until Declarant has sold 80% of the lots. Notice of the subject matter of the proposed amendment to this Declaration, in reasonably detailed form, shall be included in the notice of any meeting of the Association at which a proposed amendment is to be considered.

Notwithstanding the foregoing, any amendment made to this Declaration shall have no force or effect on a first mortgagee, the beneficiary of a first deed of trust, or a real estate contract vendor unless or until the written consent has been obtained from not less than 66% of said first mortgagees, beneficiaries or contract vendors.

SECTION ELEVEN

MISCELLANEOUS PROVISIONS

11.1 Enforcement. The Board, any Owner, and any governmental or quasi-governmental agency or municipality having jurisdiction over the Project shall have the right to enforce, by any proceedings at law or in equity, all restrictions, conditions,

covenants, reservations, liens, and charges now or hereafter imposed by this Declaration, and in such action shall be entitled to recover costs and reasonable attorney fees as are ordered by the Court.

11.2 Severability. The provisions hereof shall be deemed independent and severable, and the invalidity or partial invalidity or unenforceability of any one provision or portion thereof shall not affect the validity or enforceability of any other provision thereof.

11.3 Effective Date. This Declaration shall take effect upon recordation.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, have executed this Declaration this 29th day of June 1994.

Michael R. Spilker
Michael R. Spilker

Susan K. Spilker
Susan K. Spilker

STATE OF WASHINGTON)
) ss.
County of Spokane)

On this day personally appeared before me Michael R. Spilker and Susan K. Spilker, to me known to be the individuals described in and who executed the within and foregoing instrument, and acknowledged to me that they signed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 29th day of June, 1994.

Peter Nava
Notary Public in and for the State of Washington, residing at Spokane
My Appointment Expires: 5-17-94



PARCEL "A"

A portion of the S.E. 1/4 of Section 33, T.27 N., R.43 E., W.M., in Spokane County, Washington, described as follows:

Beginning at the Southwest corner of said S.E. 1/4 of Section 33; thence N. 00°11'44" W., along the West line of said S.E. 1/4 of Section 33, 920.00 feet; thence N. 89°40'10" E., 150.00 feet; thence S. 14°12'03" E., 332.25 feet; thence S. 07°40'17" W., 403.03 feet to the South line of said S.E. 1/4 of Section 33; thence S. 89°30'50" W., along said South line, 231.50 feet to the Town of Bleginning.

Area = 5.00 acres

PARCEL "B"

A portion of the S.E. 1/4 of Section 33, T.27 N., R.43 E., W.M., in Spokane County, Washington, described as follows:

Commencing at the Southwest corner of said S.E. 1/4 of Section 33; thence N. 00°11'44" W., along the West line of said S.E. 1/4 of Section 33, 920.00 feet, to the True Point of Beginning; thence S. 14°12'03" E., 332.25 feet; thence N. 89°40'10" E., 150.00 feet; thence S. 17°01'35" E., 721.66 feet; thence S. 88°14'00" W., 60.00 feet, to the beginning of a curve to the left, the radius of which bears S. 01°46'00" E., a distance of 200.00 feet; thence along said curve to the left, through a central angle of 51°34'00" an arc distance of 180.00 feet; thence N. 14°12'03" W., 332.25 feet; thence S. 89°40'10" W., 150.00 feet, to the True Point of Beginning.

Area = 5.00 acres

PARCEL "C"

A portion of the S.E. 1/4 of Section 33, T.27 N., R.43 E., W.M., in Spokane County, Washington, described as follows:

Commencing at the Southwest corner of said S.E. 1/4 of Section 33; thence N. 00°11'44" W., along the West line of said S.E. 1/4 of Section 33, 1193.53 feet; thence N. 89°40'10" E., 338.00 feet, to the True Point of Beginning; thence S. 07°40'17" W., 403.03 feet; thence S. 07°37'16" W., 703.37 feet; thence S. 88°14'00" W., 235.53 feet; thence N. 17°00'13" W., 721.66 feet, to the True Point of Beginning.

Area = 5.00 acres

PARCEL "D"

A portion of the S.E. 1/4 of Section 33, T.27 N., R.43 E., W.M., in Spokane County, Washington, described as follows:

Commencing at the Southwest corner of said S.E. 1/4 of Section 33; thence N. 00°11'44" W., along the West line of said S.E. 1/4 of Section 33, 1193.53 feet; thence N. 89°40'10" E., 738.80 feet, to the True Point of Beginning; thence S. 07°40'17" W., 403.03 feet; thence S. 43°19'13" E., 718.58 feet; thence S. 38°17'33" W., 624.87 feet; thence N. 35°56'00" W., 78.57 feet, to the beginning of a curve to the right, the radius of which bears N. 34°04'00" E., a distance of 150.00 feet; thence along said curve to the right, through a central angle of 27°41'00", an arc distance of 72.45 feet, to a point of tangency; thence N. 28°15'00" W., 150.43 feet, to the beginning of a curve to the left, that radius of which bears S. 61°45'00" W., a distance of 150.00 feet; thence along said curve to the left, through a central angle of 63°31'00", an arc distance of 166.29 feet; thence N. 00°37'16" E., 703.37 feet, to the True Point of Beginning.

Area = 10.00 acres

PARCEL "E"

A portion of the S.E. 1/4 of Section 33, T.27 N., R.43 E., W.M., in Spokane County, Washington, described as follows:

Commencing at the Southwest corner of said S.E. 1/4 of Section 33; thence N. 00°11'44" W., along the West line of said S.E. 1/4 of Section 33, 1193.53 feet; thence N. 89°40'10" E., 946.53 feet, to the True Point of Beginning; thence N. 48°49'10" E., 203.29 feet, to a point on the South right of way line of Shady Slope Road, said point being on a curve to the left, the radius of which bears N. 51°33'10" E., a distance of 328.00 feet; thence along said right of way line of tangency; thence S. 64°54'10" E., along said right of way, 237.60 feet, to the beginning of a curve to the right, the radius of which bears S. 25°03'50" W., a distance of 128.52 feet; thence along said right of way and curve to the right, through a central angle of 22°27'00", an arc distance of 128.52 feet, to a point of tangency; thence S. 42°27'10" E., along said right of way, 113.00 feet; thence S. 34°57'50" W., 354.35 feet; thence N. 43°19'13" W., 718.58 feet, to the True Point of Beginning.

Area = 4.34 acres

3.01 acres to Road Centerline

PARCEL "F"

A portion of the S.E. 1/4 of Section 33, T.27 N., R.43 E., W.M., in Spokane County, Washington, described as follows:

Commencing at the Southwest corner of said S.E. 1/4 of Section 33; thence N. 89°40'30" E., along the South line of said S.E. 1/4 of Section 33, 231.50 feet, to the True Point of Beginning; thence S. 14°12'03" E., 332.25 feet; thence N. 00°37'16" W., 228.50 feet; thence N. 89°30'50" E., 259.52 feet, to the West, right of way line of Shady Slope Road; thence N. 6°42'50" E., along said right of way, 203.94 feet; thence N. 30°51'40" W., 461.57 feet; thence S. 34°47'50" W., 150.00 feet; thence S. 38°17'23" W., 624.87 feet; thence N. 35°56'00" W., 78.57 feet, to the beginning of a curve to the right, the radius of which bears N. 34°04'00" E., a distance of 150.00 feet; thence along said curve to the right, through a central angle of 27°41'00", an arc distance of 72.45 feet, to a point of tangency; thence N. 28°15'00" W., 150.43 feet, to the beginning of a curve to the left, that radius of which bears S. 61°45'00" W., a distance of 150.00 feet; thence along said curve to the left, through a central angle of 63°31'00", an arc distance of 166.29 feet, to a point of tangency; thence S. 88°14'00" E., 14°12'03" E., a distance of 200.00 feet; thence along said curve to the left, through a central angle of 51°34'00", an arc distance of 180.00 feet; thence S. 07°40'17" W., 403.03 feet, to the True Point of Beginning.

Area = 14.98 acres

13.12 acres to Road Centerline

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