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DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS
AND RESERVATION OF EASEMENTS
FOR
WOODLAND ESTATES
SPOKANE COUNTY, WASHINGTON

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DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS AND RESERVATION OF EASEMENTS FOR WOODLAND ESTATES SPOKANE COUNTY, WASHINGTON

VOL. 1709 PAGE 1744

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS AND RESERVATION OF EASEMENTS ("Declaration"), is made on the date hereinafter set forth, by NORTHWOOD PROPERTIES, INC., a Washington corporation, and THEODORE G. GUNNING and DIANE D. GUNNING, husband and wife ("Declarant"), with reference to the following facts:

A. Declarant is the owner of a certain tract of land located in Spokane County, Washington, which property is more particularly described on Exhibit "A" attached hereto and incorporated herein by this reference (the "Property"). Such tract of land in Exhibit "A" includes one of the Phases of WOODLAND ESTATES, which overall subdivision shall include other various Phases as well. Exhibit "B" and these Covenants also provides for an undivided ownership interest in a Community Park and a certain entry way improvement adjacent to or near the plat, all of which shall be known as ("General Common Area"), and for which this particular Phase shall be responsible for its pro rata share of maintenance.

B. Declarant has improved or intends to improve the Property by constructing thereon certain residential improvements and related facilities, and to establish thereon a residential subdivision, to be managed, operated, and maintained by an incorporated Association of Owners, for the benefit of all parts of the Property. Each Phase within the overall subdivision shall have its own individual incorporated Association of owners which shall be separate and distinct from all other Phases. These particular covenants shall apply only to the individual Phase from which they are recorded as each Phase shall have its own individual set of covenants. The Community Park and certain entry way improvements attributable to the overall subdivision shall be maintained by all of the individual Phases with each being responsible for its pro rata share.

C. The development shall be hereinafter referred to as the "Project." The owner of each lot shall receive fee title to his individual lot and the residential dwelling thereon and all rights associated with members in WOODLAND ESTATES ASSOCIATION.

D. Declarant intends by this document to impose upon the Property mutually beneficial restrictions under a general plan of improvement for the benefit of all of the said lots and the owners thereof.

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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 the Project, and every part thereof, in accordance with the plan for the improvement, sale, and operation of the Property as a residential subdivision. 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 or the Project.

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ARTICLE 1
Definitions

Unless otherwise expressly provided, the following words and phrases, when used in this Declaration and in the Project Documents, shall have the following meanings:

1.1 Architectural Committee: The Architectural Committee created pursuant to Article 4 of this Declaration.

1.2 Articles: The Articles of Incorporation of the Association as amended from time to time.

1.3 Assessment: That portion of the cost of maintaining, improving, repairing, operating, and managing the Property which is to be paid by the Lot Owners as determined by the Association under this Declaration. Assessments may be designated as Regular Assessments, Extraordinary Assessments, or Special Assessments, as those terms are more specifically defined in Article 6 of this Declaration.

1.4 Association: WOODLAND ESTATES ASSOCIATION, a Washington nonprofit corporation, formed or to be formed by Declarant in conjunction with the establishment of the planned lot development, the members of which shall be the owners of lots in the Project.

1.5 Board or Board of Trustees: The governing body of the Association.

1.6 Bylaws: The Bylaws of the Association as amended from time to time. The initial Bylaws shall be as adopted by the incorporating members of the Board of Trustees.

1.7 General Common Area: All the real property and improvements located within any given Phase of the Project, other than the Lots, including the Community Park from which each individual Phase shall have an undivided percentage ownership and including the entry way, which shall be for the general benefit of all owners of the entire overall subdivision and for which each Phase, by and through its individual homeowners' association, shall be responsible for its pro rata share of the upkeep and maintenance. All such General Common Area shall be set forth on Exhibit "B." The Community Park which shall be part of the General Common Area within one of the Phases shall be entitled to be used by any member of the public and not limited merely to members or owners within the overall subdivision.

1.8 Common Area: All of the real property and improvements located within the Project, if any, other than the Lots, including the Common Areas, which shall be for the benefit of the owners of that particular Phase, all of which shall be owned by the

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Association for the common use and enjoyment of the owners of that particular Phase only.

1.9 Common Expenses: The actual estimated expenses of maintenance, improvement, repair, operation, and management of the Common Area, expenses of administration of the Association, and any reasonable reserve for such purposes as determined by the Board, and all sums designated Common Expenses by or pursuant to the Project Documents. Without limiting the generality of the foregoing, Common Expenses shall also include the costs of any and all commonly metered charges for the Property; costs of maintenance, snow removal, cleaning and repair of the Roads; compensation paid by the Association to managers, accountants, attorneys and other employees; the costs of all gardening, security and other services benefiting the Common Area; the costs of fire, casualty and liability insurance, worker's compensation insurance, errors and omissions and director, officer and agent liability insurance, if the directors choose to acquire such errors and omissions insurance, and other insurance covering the Property and the directors, officers and agents of the Association; and any other costs incurred by the Association pursuant to its authority for any reason whatsoever, for the common benefit of the owners.

1.10 Community Park: That particular park, the legal description of which is set forth on Exhibit "B," and which is not located within the boundaries of the plat affected by this particular Project/Phase, but which shall nevertheless be available for use by all other Projects/Phases within the overall WOODLAND ESTATES subdivision as well as by the general public. The Community Park shall be owned by all of the Phases in the overall WOODLAND ESTATES subdivision with each such Phase owning an equal undivided interest and each such Phase being required to pay its respective pro rata share of maintenance on the Community Park. The actual legal description of the Community Park has not been established with certainty as the Phase in which it is to be located ("Columbia Heights") has not been recorded as a final plat, the recordation of which will undoubtedly change the legal description of such Community Park. The legal description has been established by approximation including a drawing of the anticipated location of the Park within the projected preliminary plat of the Phase in which such Park is to be located. At such time as the exact legal description of the Community Park is established Exhibit "B" shall be amended and rerecorded to reflect the same. The Phase in which the Park is to be located is Columbia Heights and the Park shall be adjacent to and on the north side of Columbia Drive.

1.11 Declarant: NORTHWOOD PROPERTIES, INC., a Washington corporation and its successors-in-interest and assigns with respect to the Property, but shall not include members of the public purchasing completed lots.

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1.12 Declaration: This Declaration of Covenants, Conditions and Restrictions and Reservation of Easements, as it may be amended from time to time.

1.13 Dwelling: That portion of any building which is located on a single Lot and which is designed and intended for use and occupancy as a residence by a single-family lot.

1.14 Landscape Common Areas: Those portions of the Common Area which consist of landscape and entrance areas, designated as such on the Plat Map for the Property, to be owned and maintained by the Association, as well as any entry areas which are designated on Exhibit "B" but which may not be a part of the platted property, the maintenance of which shall nevertheless be the obligation of all of the Phases together with each homeowners' association being responsible for its pro rata share of such maintenance.

1.15 Lot: Any residential Lot shown upon the recorded Plat Map for the Project, created for the construction of a private dwelling. The term "Lot" does not include any portion of the Common Area.

1.16 Member: A person entitled to membership in the Association as provided herein.

1.17 Mortgage: Includes a recorded mortgage, deed of trust, real estate contract, or other instrument creating a security interest in any lot.

1.18 Mortgagee: Includes a mortgagee, beneficiary or holder of a deed of trust, real estate contract vendor, or other holder of a mortgage on any lot.

1.19 Mortgagor: Includes a mortgagor, the trustor of a deed of trust, real estate contract vendee or other individual granting a security interest in any lot.

1.20 Owner or Owners: The record holder or holders of title to or a contract vendee's interest in a lot in the Project. 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," and the fee owner shall be considered as a mortgagee.

1.21 Person: Any natural person, corporation, partnership, association, trustee, or other legal entity.

1.22 Plat Map: The recorded map (and further maps relating to subsequent Phases) prepared by or for Declarant showing the surface of the Property and the division thereof into Lots and

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Commons Area, and the further subdivision thereof into Landscape Common Areas and Roads.

1.23 Phase: A separate subdivision within the overall Woodland Estates master plat which shall be created by the recordation of an individual plat and shall be a complete subdivision in and of itself with its own separate Association pursuant to its own separate Covenants, provided, that each Phase shall have an undivided ownership interest in the Community Park and the responsibility to share the maintenance and upkeep of the Community Park as well as other common entry areas.

1.24 Project Documents: This Declaration, the Plat Map, the Articles and Bylaws of the Association, and any architectural or other rules promulgated by the Declaration or the Association pursuant to this Declaration or the Articles or Bylaws, as each shall be amended from time to time.

1.25 Property or Project (synonymous): The real property covered by this Declaration, all easements, rights and appurtenances belonging thereto, and all improvements erected or to be erected thereon.

1.26 Roads: Those portions of the Common Area consisting of private streets and roadways providing access from the Lots to the public right of way, designated as such on the Plat Map for the Property to be owned in fee and maintained by the Association.

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END OF ARTICLE 1
DEFINITION

ARTICLE 2
Association, Administration, Membership and Voting Rights

2.1 Organization of Association.

The Association is or shall be incorporated under the name of WOODLAND ESTATES ASSOCIATION, pursuant to the Washington Nonprofit Corporation Act.

2.2 Duties and Powers.

The duties and powers of the Association are those set forth in this Declaration, the Articles and Bylaws, together with its general and implied powers of a nonprofit corporation, generally to do any and all things that a corporation organized under the laws of the State of Washington may lawfully do 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.

2.3 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 ownership ceases for any reason, at which time his membership in the Association shall automatically cease. Membership shall be in accordance with the Articles and Bylaws of the Association.

2.4 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 is appurtenant, and then 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 name to the purchaser of his lot, the 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.

2.5 Classes of Membership.

The Association shall have two (2) classes of voting membership established according to the following provisions:

2.5.1 Class A Membership. Class A Membership shall be that held by each owner of a lot other than Declarant and each Class A Member shall be entitled to one (1) vote for each lot owned. If a lot is owned by more than one (1) person, each such

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person shall be a member of the Association, but there shall be no more than one (1) vote for each lot. Fractional voting with respect to a particular lot shall not be allowed, and if the owners of a lot present at a meeting of the Association, in person or by proxy, cannot agree on how their vote should be cast, no vote shall be cast with respect to that lot.

2.5.2 Class B Membership. Class B Membership shall be that membership held by Declarant (or its successor-in-interest) who shall be entitled to three (3) votes for each lot owned by Declarant, provided, that Class B Membership shall be converted to Class A Membership and shall forever cease to exist on the occurrence of whichever of the following is first in time:

(a) When the total outstanding voting power held by Class A Members equals the total outstanding voting power (tripled as above) held by the Class B Members.

(b) Upon the voluntary written relinquishment by Declarant of its Class B Membership.

At such time as Declarant's Class B Membership terminates pursuant to either of the subparagraphs herein, Declarant shall give notice to the Association, in writing, which notice may include, among other things, a request for a special meeting to establish a new Board of Directors, a new slate of officers, or any other activities necessitated by the termination of the Class B Membership of Declarant.

2.6 Voting Requirements.

Except as otherwise expressly provided in this Declaration, the Articles, or the Bylaws, any action by the Association which must have the approval of the Association membership before being undertaken shall require the vote or written assent of the prescribed percentage of the total voting power of the Association (both classes combined); provided, however, that any matter subjected to a vote which would change the relative voting powers, or the relative rights and/or obligations of members based on class of membership shall require the vote or written assent of the prescribed percentage of the voting power of each class of membership.

2.7 Membership Meetings.

Regular and special meetings of 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.

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2.8 Board of Trustees.

The affairs of the Association shall be managed by a Board of Trustees, which shall be established and which shall conduct regular and special meetings according to the provisions of the Bylaws of the Association.

2.9 Authority of Trustees.

The Board of Trustees of the overall Association shall have the authority to manage the general affairs of the overall Project which shall include, but which shall not be limited to, enforcement of any of the terms and provisions of these covenants and restrictions, collection of assessments and payment of expenses applicable to the Association and the Common Areas benefitting the Project including the Community Park and any entry ways designated in Exhibit "B."

2.10 Use of Agent.

The Board of Trustees, on behalf of the Association, may contract with a professional management agent for the performance of maintenance and repair and for conducting other activities on behalf of the Association, as may be determined by the Board.

2.11 Activation of Association.

Notwithstanding any other provision contained herein, Declarant shall have the authority to delay the activation of the Association beyond the actual filing of the Articles of Association and filing of the plat of any given Phase. The Association shall be activated only upon written notice by Declarant to the owners of all lots in the Project, which notice shall establish an initial meeting of the membership. Prior to such activation, Declarant shall assume all duties and responsibilities of the Association provided that Declarant's voting rights under its Class B Membership establishes the majority necessary to undertake all actions by Declarant prior to the actual date of activation. Prior to activation, the only assessments of Association which any member shall be required to pay shall be the annual maximum regular assessment set forth in the Project Budget prepared by Declarant as set forth in Paragraph 6.3 herein and provided to each such member prior to or in conjunction with closing, including any assessments set forth in any amended budgets established on an annual basis thereafter, provided that such budgets accurately reflect the expenditures attributable to the Project.

At such time as the Association is activated by Declarant, the Association shall be managed and controlled pursuant to the Articles and Bylaws thereof, including the relative class membership voting as set forth in Paragraphs 2.5.1 and 2.5.2. Notwithstanding the fact that Declarant, through its Class B

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membership, shall control the voting of the Association until such time as the Class A membership equals or exceeds the Class B membership, Declarant shall have the authority to relinquish control of the Association sooner by giving notice of the same to all members in writing. Such notice may include, among other things, a request for a special meeting to establish a new Board of Directors, a new slate of officers or any other activities necessitated by Declarant's relinquishment.

2.12 Release of Liability of Directors. By accepting title to any lot within the subdivision covered by these Covenants, the owner releases the Board of Directors and officers of the Association from all costs, expenses, judgments and liabilities, including attorneys' fees, reasonably incurred, or imposed upon such Directors or officers in connection with or resulting from any action in which the Directors or officers are involved by virtue of their having acted as the same on behalf of the corporation, provided, however, that such release shall not apply to those actions involving gross negligence or willful misconduct.

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END OF ARTICLE 2
ASSOCIATION, ADMINISTRATION, MEMBERSHIP
AND VOTING RIGHTS

ARTICLE 3
Rights in Common Area

3.1 Common Area.

The Common Area shall include all real property and improvements within the Common Areas as designated on Exhibit "A" hereto for Phase One, and any other land which may be conveyed to and accepted by the Association, all of which shall be dedicated to the common use and enjoyment of all owners. The Common Area shall be owned, operated, maintained, and insured by the Association for the use and benefit of owners of lots in the Project, subject to reasonable rules and regulations enacted according to the Bylaws. Each lot owner, through membership in the Association, shall have a nonexclusive right to use the Common Area in accordance with the purposes for which it is intended without hindering the exercise of or encroaching upon the lawful rights of any other lot owners. Notwithstanding the transfer of the Common Area to the Association, the Declarant shall reserve and hereby reserves in itself and its successors-in-interest and assigns an easement (and the right to grant further easements) over and onto the Common Area for ingress to and egress from the Project for the purpose of completing improvements thereon or for the performance of necessary construction, maintenance, or repair work, and for ingress and egress to and from adjacent property in connection with the development, use, and occupancy thereof.

3.2 Partition of Common Area Prohibited.

Regardless of the possible dissolution of the Association and the conveyance of fee title to the Common Area to the owners as tenants in common pursuant thereto, no owner shall bring any action for participation or division of any part of the Common Area, it being agreed that this restriction is necessary in order to preserve the rights of owners with respect to the operation, management, use, and enjoyment of the Common Area.

3.3 Subservient Estate.

The Common Area is hereby declared subservient to the interests of the lot owners and shall not be sold.

3.4 Damage by Member.

Each member shall be liable to the Association for any damage to the Common Area not fully reimbursed to the Association by insurance, if the damage is sustained because of the negligence or willful misconduct of the member, his guests, tenants, or invitees, or any other persons deriving their right and easement of use and enjoyment of the Common Area from the member, or his or their respective family and guests, both minor and adult. However, 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 any other assessment.

3.5 Community Park.

A Community Park shall be constructed by Declarant in a future Phase to be platted which Phase will be known as Columbia Heights and the Park shall be north of and adjacent to Columbia Drive and dedicated for public use in conjunction with the filing of the plat for that particular Phase. The Community Park shall not, however, be owned as common property by the owners of lots in that particular Phase. Rather, the Community Park as having a benefit to all of the owners in the various Phases of the overall Woodland Estates Subdivision shall be owned in an undivided percentage interest by each of the respective Associations of each of the Phases in such overall Woodland Estates Subdivision and Declarant shall convey an undivided equal interest to each Association upon the Secretary of State registering such Association as a nonprofit corporation and upon final plat approval for that particular Phase. Initially, the Community Park shall be managed and maintained by Declarant which shall charge each of the respective Associations for the different Phases then utilizing and benefiting from such Community Park with their respective pro rata share of the cost of maintaining the Park. The pro rata share will be determined by the overall number of lots benefitted by such Park with each Association being charged pursuant to the number of lots in that particular Phase. Declarant shall, however, be entitled to transfer the management and maintenance of the Community Park to the various Associations at any time by providing written notice of its intention to do so to each of the Associations then in existence, which notice shall include all information necessary to enable the Associations to provide for management and maintenance of the Park. In that event, the Associations shall jointly manage and maintain the Community Park pursuant to mutual agreement concerning the same or retain an appropriate management company to accomplish the same with all costs accruing in conjunction with the maintenance of the Park being paid on the same pro rata basis by the Associations whose members benefit from the Park. By way of example, if there were three Phases for which the final plat had been approved with the total number of lots as set forth below, the Associations for each of those respective Phases would be responsible for the percentage of the overall maintenance as established in the last column below, irrespective of the fact that not all lots within the final platted Phases have been transferred by Declarant or are occupied, it being Declarant's obligation or

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any other owner of such lot to pay appropriate assessments to the Association for maintenance of the Park:

Platted Phase	Total Number of Lots	Percentage Share of Park Maintenance
Phase I	30	50.0%
Phase II	20	33.3%
Phase II	10	16.7%

Irrespective of the maintenance obligation for the Community Park as established herein, the general public shall have the right to use the Community Park and neither Declarant nor the Associations shall have authority to do anything which will preclude the public from using the Park other than the establishment of reasonable rules and regulations concerning use of the same.

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END OF ARTICLE 3
RIGHTS IN COMMON AREA

ARTICLE 4
Architectural Control

4.1 Architectural Committee.

The Architectural Control Committee shall consist of one or more persons, all of whom shall initially be appointed by the Declarant, provided, that Declarant shall have full authority to act solely as the Architectural Control Committee by authorizing one or more principals of Declarant corporation to serve as such. Declarant shall also have authority to appoint one or more members who are not members of the Association. Declarant's authority to appoint the Architectural Control Committee shall continue indefinitely in spite of the fact that the Association has been activated and all lots in any given Phase have been transferred to purchasers with residences constructed thereon. Notwithstanding this fact, however, Declarant may at any time transfer the responsibility to appoint members of the Architectural Review Committee to the Association, in which event the Association shall be obligated to assume responsibility for the Architectural Committee. Any person or persons other than Declarant appointed by it to serve on the Architectural Control Committee may be terminated at the sole discretion of Declarant at any time. It is the intent of the Declarant and these Covenants that Declarant shall have sole discretion and authority to control all aspects of development and construction of improvements upon the Project. Declarant may, nevertheless, enter into agreements with one or more builders purchasing the majority of lots in any given Project requiring Declarant to consult with such builders concerning the review and approval of any proposed plans. Nevertheless, Declarant shall have sole authority as to the final decision concerning acceptance or rejection of any such plans.

4.2 Prohibition of Alteration and Improvement.

Subject to the exemption of Declarant hereunder, no structure, improvement, landscaping, fence, or alteration of any kind shall be commenced, erected, painted or maintained upon the Property, until the same has been approved in writing by the Architectural Committee.

4.3 Plans and Approval.

Plans and specifications showing the nature, kind, shape, color, size, materials and location, including front, side and rear yard setbacks, of any such structure, improvement or alteration, including landscaping, shall be submitted to the Committee for approval. The submission of any such plans to the Committee shall require the payment of an architectural review fee in the amount of $50, provided, that the Architectural Committee shall have discretion to waive or reduce such fee under appropriate conditions, or, increase the fee to any reasonable amount to cover

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the cost of such review process. The approval of landscaping shall include the landscaping over the entire lot and any approval shall be conditioned upon the fact that no trees, foliage or other growth shall be placed in any location which may grow above the highest point of any improvement upon the lot, irrespective of any other provision contained herein which specifically provides that no owner shall have the right to unrestricted view. Upon submission of plans and specifications as required herein, the applicant shall submit two complete sets of plans one of which shall be returned following approval with the stamp of the Architectural Committee showing approval. In conjunction with the submission of plans and specifications for approval, the Architectural Committee will provide applicant with a package of necessary information and procedures all of which must be filled out and submitted in conjunction with the application for approval. 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 specification previously approved by the Committee.

The Committee shall consider and act upon any and all plans and specifications submitted for its approval under this Article and perform such other duties as from time to time shall be appropriate, including the inspection of construction in progress to assure its conformance with plans approved by the Committee. Any application submitted to the Committee pursuant to this Article shall be deemed approved, unless written disapproval or a request for additional information or materials by the Committee shall have been transmitted to the applicant within forty-five (45) days after the date of receipt by the Committee of all required materials.

4.4 Committee May Adopt Rules.

The Architectural Review Committee may adopt or revise rules and regulations regarding the nature, kind, shape, color, size, materials, location and setbacks of structures or improvements within the Property or as to any given Phase of the Project only. Any such adopted rules and/or regulations shall be set forth in writing and available at all times in the office of Declarant.

4.5 Non-Liability of Committee Members.

Neither the Architectural Committee nor any member thereof 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 Committee's duties hereunder unless due to the willful misconduct or bad faith of the Committee or member. The Committee shall review and approve or disapprove all plans submitted to it for any proposed structure, improvement or alternation, solely on the basis of aesthetic considerations and the overall benefit or detriment which would result to the immediate vicinity and the Project generally, but shall not be

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responsible for reviewing, nor shall its approval of any plan or design be deemed approval of, any plan or design from the standpoint of structural safety or conformance with building or other codes.

4.6 Contractor.

No home may be constructed on any lot other than by a contractor licensed as general contractor under the statutes of the State of Washington without the prior approval of the Committee.

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END OF ARTICLE 4
ARCHITECTURAL CONTROL

5.1 Repair and Maintenance Rights and Duties of Association.

Subject to provisions in this Declaration pertaining to eminent domain and destruction of improvements, the Association shall paint, maintain, repair and replace all parts of the Common Area, or shall contract for such maintenance, repair and replacement to assure maintenance of such areas in good condition, reasonable wear and tear expected. However, the Association shall not be responsible for or obligated to perform those items of maintenance, repair or improvement which are the responsibility of the owners as provided in Paragraph 5.2 below. In the event an owner fails to maintain his dwelling or lot, or to provide other maintenance or repair 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 request it be done within sixty (60) days [thirty (30) days for routine landscaping maintenance] from the giving of such notice. In the event the owner fails to carry out such maintenance within such period or does not request an opportunity for a hearing in front of the Board of Directors, which hearing shall be scheduled within the next thirty (30) days, or receives an unfavorable determination pursuant to such hearing, the Board may cause such work to be done and may specially assess the cost thereof to such owner, and, if necessary, lien his lot for the amount thereof.

For the purpose of performing any maintenance, repair or replacement as authorized by this Article, or for purposes of making emergency repairs necessary to prevent damage to the Project or to other dwellings, or for any other purpose reasonably related to the performance by the Board of its responsibilities under this Declaration, the Association (and its agents and employees) shall have an irrevocable easement over and onto all portions of the Common Area, and shall also have the irrevocable right, after reasonable notice to the Owner, and at reasonable hours, to enter any lot.

5.2 Repair and Maintenance Rights and Duties of Owners.

Except for those portions of the Property which the Association is required or elects to maintain and repair, each lot owner shall, at his sole cost and expense, maintain and repair all components of his dwelling and lot (including interior and exterior, structural and nonstructural, and all landscaping), keeping the same in good condition, and shall repair all damage to the Common Area for which the owner is responsible under Paragraph 3.4 above.

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5.3 Maintenance of Community Park.

The Association shall be obligated to pay its respective percentage obligation of maintaining a Community Park as provided for in Paragraph 3.5.

5.4 Maintenance of Common Entryway and Common Landscaping.

Common entryway improvements and common landscaping ("General Common Areas") are being constructed by Declarant on property legally described on Exhibit "B." Some of those General Common Areas are not included in any of the Phases in the overall Woodland Estates Subdivision and some are included in individual phases. Each Association shall nevertheless be obligated to pay their respective pro rata share of the maintenance of the General Common Areas pursuant to the same formula as has been established for maintenance of the Community Park as is set forth in Paragraph 3.5. Maintenance shall initially be provided for by Declarant who shall charge the various Associations with the costs of the same. The Declarant may, however, at any time turn the maintenance of the common entryway over to the Associations by written notice of the same to the various Associations at which time the Associations shall be obligated to provide for the maintenance of the entryway. In that event, the Associations shall jointly manage and maintain the entryway pursuant to mutual agreement concerning the same or retain an appropriate landscape maintenance or management company to accomplish the same, with all costs accruing in conjunction with the maintenance of the entryway including utilities for lighting being paid on the same pro rata basis by the Associations whose members benefit from the entryway, pursuant to mutual agreement by the Associations.

The common entryways and landscaping for which all Phases of the overall Project shall be required to pay their respective share are defined as follows:

5.4.1 Northwood Entry Statement. The main entry statement to the Northwood area at the intersection of Argonne Road and Columbia Drive including certain improvements and lighting and irrigation expenses on both the northwest corner and the southwest corner of Argonne and Columbia Drive;

5.4.2 Columbia Drive Landscaping. The landscape improvements, including lighting and irrigation, along the north side of Columbia Drive from Argonne to the eastern edge of Columbia Replat number 4;

5.4.3 Woodland Estates Project Entryway. The main entry statement for the Woodland Estate Subdivision ("the Overall Project"), which shall include lighting and irrigation at the northeast corner and the northwest corner of the intersection of Columbia Drive and Vista Park Drive;

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5.4.4 Vista Park Drive Landscaping. All landscaping including street lighting, landscape lighting and irrigation on both sides of Vista Park Drive all the way from Columbia Drive on the south to the eastern edge of Northwood Drive to the north.

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END OF ARTICLE 5
REPAIR AND MAINTENANCE

ARTICLE 6
Association Maintenance Funds and Assessments

6.1 Creation of the Lien and Personal Obligation of Assessments.

The Declarant, for each lot owned within the Project, hereby covenants, and each owner of any lot by acceptance of a deed or contract therefor, whether or not it shall be so expressed in such deed or contract, is deemed to covenant and agree to pay to the Association the following assessments, which shall be established and collected as provided herein and in the Bylaws of the Association:

6.1.1 Regular Assessments;

6.1.2 Extraordinary Assessments; and

6.1.3 Special Assessments.

All assessments, together with interest, costs, and actual attorneys' fees, shall be a charge and a continuing lien upon the lot against which each assessment is made. Each such assessment, together with interest, costs and actual attorneys' fees, shall also be the personal obligation of the person who was the owner of such lot at the time when the assessment fell due. No owner of a lot may exempt himself from liability for his contribution toward the common expenses by waiver of the use or enjoyment of any of the Common Area or by the abandonment of his lot.

Any and all assessments referenced herein, whether regular, extraordinary, or special assessments, shall include both those assessments established by the overall Association and attributable to every member in the Project as well as those for private road maintenance pursuant to Paragraph 7.5. Any reference to assessments which the Board may levy shall include those levied or established by the overall Association as well as those established or levied pursuant to Paragraph 7.5.

6.2 Purpose of Assessments.

The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety and welfare of the residents in the Project, for the improvement and maintenance of the Common Area, being both general and limited, and for the common good of the Project.

6.3 Regular Assessments.

Until the end of the Association's fiscal year immediately following the closing of the sale of the first lot in the Project, the annual maximum Regular Assessment per lot shall be such amount

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as is set forth in the Project budget prepared by Declarant. Each lot's share for the first fiscal year shall also be prorated based on the number of months remaining in that fiscal year. Thereafter, the Board shall determine and fix the amount of the maximum annual Regular Assessment against each lot.

6.4 Extraordinary Assessments.

In addition to the Regular Assessments authorized above, the Board may levy, in any fiscal year, an 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 or General Common Area, including fixtures and personal property related thereto, or of any component of any Dwelling for which the Association is responsible, or to defray any unanticipated or underestimated expense not covered by the Regular Assessment (and, where necessary, for taxes assessed against the Common Area or General Common Area); provided, however, that the aggregate Extraordinary Assessments for any fiscal year shall not exceed 40 percent (40%) of the budgeted gross expenses of the Association for that fiscal year, without the vote or written assent of two-thirds of the voting power of each class of members.

6.5 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 an individual lot and its owner to reimburse the Association for costs incurred as follows:

6.5.1 Cost to bring an owner and his lot into compliance with the provisions of this Declaration and the Bylaws, including actual attorneys' fees and costs.

6.5.2 The costs associated with repairing and maintaining a private roadway serving only a few lots shall be allocated solely to the lots served by said private roadway.

6.6 Allocation of Assessments.

Each lot shall bear an equal share of each regular and extraordinary assessment; provided, the Association or Declarant shall have the authority to waive the assessment for any lot which assessment is attributable to improvements upon the lot or use by owners of the lots such as snow plowing if no improvements have then been constructed upon that particular lot seeking waiver of the assessment. No waiver shall be authorized, however, once a certificate of occupancy or its equivalent have been issued for the lot or after 120 days have passed since the issuance of the

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building permit for the dwelling upon that particular lot, whichever first occurs.

6.7 Date of Commencement of Assessment.

The regular assessments provided for herein shall commence as to all lots in the Project on the first day of the month following closing of the sale of the first lot in the Project. No notice of such assessment shall be required other than an annual notice setting forth the amount of the monthly assessment.

6.8 Exempt Property.

Notwithstanding any other provision included in Article 6 herein the following property, which is otherwise subject to this Declaration, shall be exempt from all Regular, Extraordinary, and Special Assessments created herein.

6.8.1 All lots or property owned by the Declarant which have not been improved with a residential structure for dwelling use;

6.8.2 All lots or properties dedicated to and accepted by a local public authority;

6.8.3 All lots owned by a building contractor but only for a period of six (6) months from the date of the closing of each such lot after which time the assessments shall again be applicable subject to the provisions of Paragraph 6.6.

6.8.4 All Common Areas.

6.9 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 therefor, 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 (except for Assessment liens arising prior to the recordation of the mortgage). 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 up to the time of

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the grantor conveyance, without prejudice to the grantee's right to recover from the grantor the amounts paid by the grantee therefor. However, any such grantee shall be entitled to a statement from the Board, setting forth the amount of the unpaid assessments due the Association, and such grantee shall not be liable for, nor shall the lot conveyed be subject to a lien for, any unpaid assessments made by the Association against the grantor in excess of the amount set forth in the statement; provided, however, the grantee shall be liable for any such assessment becoming due after the date of any such statement.

6.10 Enforcement of Assessment Obligations; Priorities; Discipline.

If any part of any assessment is not paid and received by the Association or its designated agent within thirty (30) days after the due date, including any limited assessment owing to a committee for a particular Phase, such assessment shall thereafter bear interest at the rate of 12 percent (12%) per annum until paid. Additionally, an automatic late charge of Ten Dollars ($10) shall be assessed for each month or fraction thereof from the due date until the assessment and all late charges are paid. Each unpaid assessment shall constitute a lien on each respective lot prior and superior to all other liens except (1) all taxes, bonds, assessments and other levies which, by law, would be superior thereto, and (2) the lien or charges or any mortgage of record made in good faith and for value. Such lien, when delinquent, may be enforced by sale by the Association, 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, or by judicial foreclosure as a mortgage, or in any other manner permitted by law. 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, mortgage 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, rent and attorneys' fees shall be maintained 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 Association membership rights of a lot owner who is in default in payment of any Assessment, after notice and hearing according to the Bylaws.

6.11 Payment of Taxes Assessed Against Common Area or Personal Property of Association.

In the event that any taxes are assessed against the Common or General Common Area, or the personal property of the Association, rather than against the lots, said taxes shall be included in the

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assessments made under the provisions of this Article, and, if necessary, an 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 6.4 above), to be paid in two (2) installments, thirty (30) days prior to the due date of each tax installment.

6.12 Contingent Street Lighting Assessment.

In the event Declarant or the Association chooses to install street lighting in any given area of any Phase of the Project, each owner in the particular Phase benefitted by such street lighting shall be obligated to pay their equal pro rata share of the cost of installation and maintenance of such street lighting with the assessment for the street lighting being levied either as part of the regular assessment or, if necessary, an extraordinary assessment. Declarant contemplates that the bill for each owner's share of such street lighting expense may be included on water billings submitted by Pasadena Park Irrigation District in lieu of a regular annual assessment or extraordinary assessment in which event each owner shall be required to pay the monthly billings from Pasadena as charged. Declarant makes no representation respecting the availability of street lighting at any time, however. Some street lighting shall be considered to be for the benefit of the entire Project and shall be assessed either to every owner within the Project by inclusion on the Pasadena Park Irrigation District bill or by regular general assessments, with such assessments being made pursuant to the same formula as has been established for maintenance of the Community Park as is set forth in Paragraph 3.5. If by regular general assessment, either Declarant or the utility provider shall have authority to charge such regular general assessments to the various associations pursuant to the formula in Paragraph 3.5. The street lighting and other general landscaping which shall be assessed to everyone within the overall Project is as follows:

All lighting within the main entry statement of the Project including landscape lighting and maintenance, which main entry statement for the Northwood Project shall be located at the northwest corner and the southwest corner of the intersection of Argonne and Columbia Drive;

Street lighting and landscape lighting along the north side of Columbia Drive from Argonne to the western edge of Columbia Heights Plat irrespective of the fact that some of the same is not actually located within the boundaries of the Project;

Street lighting and landscape lighting on the entry statement to the Woodland Estates Project which will include the northeast corner and the northwest corner of the intersection of Columbia Drive and Vista Park Drive;

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Street lighting and landscape lighting on both sides of Vista Park Drive from Columbia Drive on the south to Northwood Drive on the north.

It is anticipated that all other street lighting will be attributable to the specific Phase in which it is located and will be charged on a pro rata basis to the owners within that particular Phase only or billed in conjunction with their Pasadena Park Irrigation bill.

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END OF ARTICLE 6
ASSOCIATION MAINTENANCE FUNDS AND ASSESSMENTS

ARTICLE 7
Easements and Utilities

7.1 Access and Maintenance Easements.

Declarant expressly reserves for the benefit of the owners' reciprocal, nonexclusive easements for access, ingress and egress as well as for appropriate signage for marketing and designation of the location and names of the different Phases, over all of the Common Area, and for the use and enjoyment thereof. Subject to the provisions of this Declaration governing use and enjoyment thereof, the easements may be used by Declarant, its successors, purchasers and all owners, their guests, tenants and invitees, residing on or temporarily visiting the Property, for walkways, utilities, storm water drainage, vehicular access and such other purposes reasonably necessary for use and enjoyment of a lot in the Project.

Declarant also expressly reserves for the benefit of the Board of Trustees and all agents, officers and employees of the Association, nonexclusive easements over the Common Area as necessary to maintain and repair the Common Area, and to perform all other tasks in accordance with the provisions of this Declaration, including signage for marketing and location and names of the various Phases. Such easements over the Common Area shall be appurtenant to, binding upon and shall pass with the title to, every lot conveyed.

7.2 Encroachments, Maintenance and Utility Easements.

Each lot within the Property is hereby declared to have an easement over all adjoining lots and the Common Area for the purpose of accommodating any encroachment due to engineering errors, errors in original construction, settlement or shifting of any building, or any other cause. There shall be valid easements for the maintenance of 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 in no event shall a valid easement for encroachment be created in favor of an owner or owners if said encroachment occurred due to the willful misconduct of said owner or owners. In the event a structure is partially or totally destroyed, and then repaired or rebuilt, the owners of each lot agree that minor encroachments over adjoining lots or Common Area shall be permitted and that there shall be a valid easement for the maintenance of said encroachments so long as they shall exist.

Declarant also expressly reserves for the benefit of itself and its successors-in-interest and assigns, including the Association, easements over and under the entire Property (together with the right to grant and transfer the same) for the installation, repair, and maintenance of sanitary sewer, water, electric, gas, and telephone lines and facilities, heating and air

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conditioning facilities, 208 drainage swales, cable or master television antenna lines, drainage facilities, walkways, landscaping and street lighting, and signage for marketing and location and name of various Phases, as may be hereafter required to serve the Property. Declarant expressly reserves the right to grant to Spokane County Sewer District, Pasadena Irrigation District, Washington Water Power Company, and U.S. West Communications such written easements as may be necessary for the installation, maintenance and repair of utility facilities.

7.3 Owners' Rights and Duties With Respect to Utilities.

The rights and duties of the owners of lots within the Project with respect to utilities shall be as follows:

7.3.1 Whenever sanitary sewer, water, electric, street lighting, gas, television receiving, or telephone lines or connections are located or installed within the Project, which connections, or any portion thereof, lie in, upon, or beneath lots or dwellings owned by other than the owner of a dwelling served by said connections, the owners of any dwellings served by said connections shall have the right, and are hereby granted an easement to the full extent necessary therefor, to enter upon the lots or to have the utility companies enter upon the lots in or upon or below which said connections, or any portion thereof lie, to repair, replace and generally maintain said connections as and when necessary.

7.3.2 Whenever sanitary sewer, water, electric, street lighting, gas, television receiving, or telephone lines or connections are located or installed within the Project, which connections serve more than one dwelling, and owner of each dwelling served by said connection shall be entitled to the full use and enjoyment of such portions of said connections as service his dwelling.

7.3.3 In the event of a dispute between owners with respect to the repair or rebuilding of said connections, or with respect to the sharing of the cost thereof, then, upon written request of one of such owners addressed to the Association, the matter shall be submitted to the Board, which shall decide the dispute, and the decision of the Board shall be final and conclusive on the parties.

7.4 View Restrictions.

Each member of the Association as an owner of a lot in the overall WOODLAND ESTATES subdivision hereby specifically acknowledges that there will be future construction adjacent to or near their lot that could restrict some views. Additionally, no lot owner shall rely upon any representations by any real estate agent, owner or other party concerning unobstructed views. The

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views existing at the time of purchase of any given lot may change considerably subsequent to the date of purchase. Each member agrees that they shall have no cause of action or other remedies based upon any restriction of their view from the construction of other improvements within the overall Project.

7.5 Private Streets.

Each owner of a lot having frontage on a private street within the Project (as designated on the Subdivision Plat) and which lot is served by such private street, and regardless of whether frontage is also available on a dedicated Street, shall have an equal undivided fee title interest in such private street along with all other such owners having frontage on such private street, and such undivided interest shall be deemed appurtenant to each such lot and shall be transferred and encumbered along with each conveyance or encumbrance thereof. Each such Owner shall also have a nonexclusive easement over and across such private street (and any extension thereof, as created by future platting) for purposes of ingress, egress, and utility installation between his lot and dedicated street. Additionally, each such owner shall be responsible for an equal share of all costs of maintenance, repair and snow removal for such street, as well as any taxes that may be assessed, which work shall be conducted according to a majority vote of all owners having an interest in and who shall be serviced by such private street (one vote per lot). Such obligation shall become a lien against each such lot, enforceable as a mortgage in favor of each remaining lot owner. The assessments for the maintenance, repair and snow removal for such private streets may be handled individually by the group of lot owners who have an undivided interest in such street or may be handled through the Association only in the event that the Association agrees to do so. In either event, any assessment made against the lots adjacent to such private street shall be enforced as any other assessment pursuant to the provisions of these covenants and in particular pursuant to Paragraph 6.10 with such assessment constituting a lien against the obligated lots. Irrespective of the Association agreeing to collect the assessments and pay the expenditures for the private street, any such assessments shall be applicable only to those adjacent property owners who own an undivided fee title interest in such private street and whose lot is served by such private street. Declarant anticipates the possibility of one or more private streets servicing lots in two distinct Phases of the overall Project, in which event the assessments for the maintenance for such private street may be handled individually by the adjacent lot owners who have an undivided interest irrespective of their owning lots in two different phases or may be handled by the Association from either Phase only in the event that the Association from either one of the adjacent Phases agrees to do so.

END OF ARTICLE 7
EASEMENTS AND UTILITIES; COMMON WALLS

ARTICLE 8
Residence and Use Restrictions

In addition to all of the covenants contained herein, the use of the Property and each lot therein is subject to the following:

8.1 Use of Individual Lots.

No structure or building of any kind shall be erected on any lot other than a single family dwelling for single family residential occupancy only, not to exceed two stories in height, except for accessory buildings approved by the Architectural Review Committee as provided for in Paragraph 8.15. All houses will have a minimum two (2) car garage.

8.2 Business Use Prohibited.

No trade, craft, business, profession, commercial or manufacturing enterprise or business or commercial activity of any kind shall be conducted or carried on upon any lot, or within any dwelling located on a lot, nor shall any goods, equipment, vehicles, including buses, trucks and trailers of any description, or materials or supplies used in connection with the trade, service or business, wherever the same may be conducted, or any vehicles in excess of 12,000 pounds gross weight (including buses, trucks and trailers of any description) used for private purposes, be kept, parked, stored, dismantled or repaired outside of any lot, or on any of the roads. Home occupations may be permitted with the specific written approval of the Architectural Review Committee.

8.3 Temporary Structures.

No trailer, basement, tent, shack, garage, barn or other outbuilding or any structure of a temporary character erected or placed on the Property shall at any time be used as a residence temporarily or permanently.

8.4 Minimum Dwelling Size.

The ground floor of the main structure of a dwelling, exclusive of open porches and garages, shall be established by the Architectural Review Committee and may be different between various Phases or even between various lots within the same Phase.

8.5 Completion of Construction.

Any dwelling erected or placed on any lot shall be completed as to external appearance, including finished painting, within nine (9) months from the date of commencement of construction. Each lot owner shall be required to clean up the lot of all cut or fallen trees, bushes, shrubs, etc. (clearing and grubbing) within two weeks after the clearing and grubbing activity begins and to haul

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the debris away from the subdivision. Each lot owner shall also be required to clean up the lot within ten (10) days of completing construction or when deemed necessary by the architectural committee to present a neat and tidy appearance to each lot during the building process.

8.6 Nuisances.

No noxious, illegal, or offensive activities shall be carried on in any dwelling, or in any part of the Property, 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 Owners of his respective dwelling, or which shall in any way increase the rate of insurance for the Project, or cause any insurance policy to be canceled or to cause as refusal to renew the same, or which will impair the structural integrity of any building.

8.7 Signs.

Signs advertising lots for sale or rent may be displayed on the appropriate lot without prior approval of the Board or the Architectural Committee, provided that such signs shall be of reasonable and customary size, not to exceed five (5) square feet. Except as expressly permitted by this paragraph, no signs shall be displayed to the public view on any dwellings or on any portion of the Property, unless first approved by the Board or the Architectural Committee.

8.8 Animals.

No animals or birds of any kind shall be raised, bred, or kept in any dwelling, or on any portion of the Property; except that no more than three (3) usual and ordinary household pets such as dogs and cats may be kept, provided that they are not kept, bred, or maintained for any commercial purposes, and that they are kept under reasonable control at all times. Any such dog shall be kept on a leash at all times that the dog is in the Common Area. Owners shall prevent their pets from soiling all portions of the Common Area and in the event a pet does soil a portion of the Common Area, the owner or person in control of such pet shall immediately clean up after the pet. The Board may enact reasonable rules respecting the keeping of animals within the Project and may designate certain areas in which animals may not be taken or kept, or may require that specific animals not be allowed on any part of the Property.

NO PIT BULLDOGS SHALL BE PERMITTED ANYWHERE ON THE PROJECT BY ANY PERSON FOR ANY REASON AT ANY TIME, PIT BULL being defined as the American Stafford Shire Terrier by the American Kennel Club or the Stafford Shire Bull Terrier by the A.K.C., or the American Pit Bull Terrier by the United Kennel Club.

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8.9 Pathways.

All walks, roads, bike paths and pedestrian paths located within Common Area are for the use of Association Members on an equal basis, subject to reasonable rules and regulations promulgated in writing by the Association. It shall be the responsibility of each Member to allow maximum ease of pedestrian, bicycle and vehicular ingress and egress over walks, roads and driveways by allowing no obstruction or barrier on, across or adjacent to sidewalks or paths which would interfere with any other Member's use of the Common Area or access to his dwelling.

8.10 Garbage and Refuse Disposal.

All rubbish, trash and garbage shall be regularly removed from the Property, and shall not be allowed to accumulate thereon. Trash, garbage and other waste shall not be kept except in sanitary containers. All equipment, garbage cans, wood piles, or storage piles shall be kept screened and concealed from view of other dwellings, streets and the Common Area.

8.11 Radio and Television Antennas.

No owner may be permitted to construct, use, or operate his own external radio, television antenna, or other electronic antenna without the consent of the Architectural Review Committee.

8.12 Clothes Lines.

No exterior clothes lines shall be erected or maintained without the consent of the Architectural Review Committee.

8.13 Power Equipment and Car Maintenance.

No commercial power equipment utilized for work other than routine maintenance of the lot or improvements, and no work shops or car maintenance of any nature whatsoever (other than minor repairs requiring no more than twenty-four (24) hours work) shall be permitted on the Property except with prior written approval of the Board. In deciding whether to grant approval, the Board shall consider the effects of noise, air pollution, dirt or grease, fire hazard, interference with radio or television reception, and similar objections.

8.14 Parking.

Parking of boats, trailers, motorcycles, trucks, truck/campers, motor homes, and like equipment shall not be allowed on any part of the Property, nor on the Common Area, excepting only within the confines of an enclosed garage and no portion of the same may project beyond the enclosed area except under such circumstances, if any, as may be prescribed by written permit

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approved by the Architectural Committee and except for loading, unloading, or maintenance, which shall not exceed 48 hours. All other parking of equipment shall be prohibited except in such areas, fully screened from public view, as may be approved in writing by the Architectural Committee. If any of the provisions of this section are violated, the Board of the Association may employ a tow truck to remove the vehicle after prior written notice to the owner and the owner of the vehicle shall be responsible for any charges arising therefrom. This paragraph shall not preclude the parking of automobiles, pickups, SUVs or other vehicles used in the transportation of the occupants of the dwelling.

8.15 Accessory Buildings.

Accessory buildings such as storage structures and detached garages, which are incidental to a primary residence may be constructed only with the written consent of the Architectural Review Committee.

8.16 Exterior Lighting.

All proposed exterior lighting must be submitted to the Architectural Committee for approval and shall be allowed only in very limited circumstances and situations. No halogen or high intensity yard lights shall be allowed.

8.17 No Warranty of Enforceability.

While Declarant has no reason to believe that any of the restrictive covenants contained in this Article 8 or elsewhere in this Declaration are or may be invalid or unenforceable for any reason or to any extent, Declarant makes no warranty or representation as to the present or future validity or enforceability of any such restrictive covenant. Any owner acquiring a lot in the Project 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 therefrom.

8.18 Fences.

All fences must be submitted to the Architectural Committee prior to construction and must be approved by the Committee as to size, location, color and location of materials. In no event shall cyclone fences be constructed if visible from any street within the Project other than as approved by the Architectural Committee, which will be in very limited circumstances.

END OF ARTICLE 8
RESIDENCE AND USE RESTRICTIONS

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ARTICLE 9
Insurance

9.1 Duty to Obtain Insurance; Types.

The Board shall cause to be obtained and maintained the following policies of insurance:

(a) Hazard Insurance: A "master" or "blanket" type of hazard insurance policy or policies with respect to the Common Area protecting against loss or damage by fire and all other hazards that are normally covered by the standard extended coverage endorsement, and all other perils customarily covered for similar types of projects, including those covered by the standard "all risk" endorsement. The hazard policy shall cover one hundred percent (100%) of the current replacement cost of all insured facilities.

(b) Liability Insurance: A comprehensive general liability insurance policy covering all Common Areas, all Pathways, and all public ways and other areas that are under the supervision of the Association. The liability policy shall provide coverage of at least $1,000,000, covering bodily injury and property damage resulting from the operation, maintenance or use of the Common Area and the pathways, and any legal liability resulting from lawsuits related to employment contracts to which the Association may be a party.

(c) Fidelity Bonds. If required by a lender under one of the programs described in Paragraph 9.2. below, blanket fidelity bonds for anyone who either handles or is responsible for funds are held or administered by the Association, whether or not they receive compensation for such services. Any management agent that handles funds for the Association shall also be covered by its own fidelity bond. The bond shall cover the maximum funds that will be in the custody of the Association or its agent at any time while the bond is in force. Additionally, the fidelity bond coverage must at least equal the sum of three (3) months' assessments on all lots in the Project, plus the Association's reserve funds.

9.2 Lenders' Requirements.

Notwithstanding any other provisions herein, the Association shall continuously maintain in effect such casualty, flood and liability insurance and fidelity bonds meeting the insurance and bond requirements for similar projects established by the Federal National Mortgage Association ("FNMA"), the Government National Mortgage Association ("GNMA"), The Mortgage Corporation ("TMC"), Veterans Administration ("VA") and/or the Federal Housing Administration ("FHA"), so long as any of them shall be a holder, insurer or guarantor or a mortgage encumbering a lot within the Project (or an actual owner of a lot), except to the extent such

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coverage is not available or has been waived in writing by FNMA, GNMA, TMC, VA, and/or FHA, as applicable.

9.3 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 Directors 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 of said persons.

9.4 Right and Duty of Owners to Insure.

It is the responsibility of each owner to provide hazard insurance on his or her dwelling, and on his or her personal property and upon all other property and improvements within his lot. Nothing herein shall preclude any owner from carrying any public liability insurance as he or she deems desirable to cover his or her individual liability for damage to persons or property occurring within his or her individual lot or elsewhere upon the Property. Such policies shall not adversely affect or diminish any liability under any insurance obtained by or on behalf of the Association, and duplicate copies of such other policies shall be deposited with the Board upon request. If any loss intended to be covered by insurance carried by or on behalf of the Association shall occur and the proceeds payable thereunder shall be reduced by reason of insurance carried by any owner, such owner shall assign the proceeds of such insurance carried by him to the Association to the extent of such reduction, for application by the Board to the same purposes as the reduced proceeds are to be applied.

9.5 Notice of Expiration Requirements.

If available, all of the policies of insurance maintained by the Association shall contain a provision that said policy or policies shall not be canceled, terminated or expired by their terms, without ten (10) days' prior written notice to the Board, Declarant, Owners and their respective first mortgagees (provided that such person have filed written requests with the carrier for such notice) and every other person in interest who requests such notice to the insurer.

9.6 Insurance Premiums.

Insurance premiums for any blanket insurance coverage obtained by the Association and any other insurance deemed necessary by the Board of Directors shall be a common expense to be included in the regular assessments levied by the Association and collected from the owners.

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9.7 Trustee for Policies.

The Association, acting through its Board of Trustees, is hereby appointed and shall be deemed trustee of the interests of all named insured under policies of insurance purchased and maintained by the Association. All insurance proceeds under any such policies as provided for in Paragraph 9.1 above shall be paid to the Board of Directors as Trustees. The Board shall have full power to receive and to receipt for the proceeds and to deal therewith as provided herein. Insurance proceeds shall be used by the Association for the repair or replacement of the property for which the insurance was carried or otherwise disposed of as provided in this Declaration. The Board is hereby granted the authority to negotiate loss settlements with the appropriate insurance carriers, with participation, to the extent they desire, of first mortgagees who have filed written requests within ten (10) days of receipt of notice of any damage or destruction as provided in this Declaration. Any two (2) Directors of the Association may sign a loss claim form and release form in connection with the settlement of a loss claim, and such signatures shall be binding on all the named insureds.

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END OF ARTICLE 9
INSURANCE

ARTICLE 10
Destruction of Improvements

10.1 Damage to Common Areas.

In the event of any destruction of any portion of the Common Area, the repair or replacement of which is the responsibility of the Association, it shall be the duty of the Association to restore and repair the same to its former condition, as promptly as practical. The proceeds of any insurance maintained pursuant to Article 9 hereof for such purpose, unless otherwise provided herein. The Board shall be authorized to have promptly as practical. The Property shall be reconstructed or rebuilt substantially in accordance with the original construction plans. If the amount available from the proceeds of such insurance policies for such restoration and repair is inadequate to complete the restoration and repair, the Board shall levy an Extraordinary Assessment for the deficiency and proceed with such restoration and repair.

10.2 Damage to Dwellings.

In the event of any destruction of any dwelling or dwellings, it shall be the duty of the owner(s) of the dwelling or dwellings to restore and repair the same to its/their former condition, as promptly as practical, under the supervision of the Board. The proceeds of any insurance maintained pursuant to Article 9 hereof for reconstruction or repair of the Property shall be made available for such purpose, unless otherwise provided herein. The dwelling or dwellings shall be reconstructed or rebuilt substantially in accordance with the original construction plans. If the amount available from the proceeds of such insurance policies for such restoration and repair is less than the estimated cost of restoration and repair, the owner(s) of the dwelling or dwellings shall be responsible for the deficiency, and the Board shall have the power to levy a Special Assessment to secure payment of the deficiency. In the event more than one dwelling is damaged or destroyed, the available insurance proceeds shall be allocated according to the estimated costs of repair and restoration of each dwelling.

10.3 Alternate Plans for Restoration and Repair.

Notwithstanding the provisions of Paragraphs 10.1 and 10.2, the Association shall have the right, by a vote of 75 percent (75%) of the voting power of the Board of Trustees of the Association, to make alternate arrangements respecting the repair, restoration or demolition of the damaged portion of the Property. The alternate plan may provide for special allocation of insurance proceeds, modification of design, or special allocation of any necessary assessments. Any plan adopted pursuant to this subparagraph shall be adopted within sixty (60) days of the damage or destruction and

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shall be supported by the vote of any owner whose dwelling has been physically damaged.

10.4 Appraisal of Damage.

In the event the parties affected by damage or destruction to the Property cannot agree, within twenty (20) days of the date of the damage, on the estimated cost of repair or the allocations referred to in this Article 10, the Association shall appoint three (3) independent appraisers having at least five (5) years full-time appraisal experience in Spokane County, Washington, to appraise the damage and establish allocations among various damaged portions of the Property. Within twenty (20) days after the selection of the appraisers, a majority of the appraisers shall set the estimates and allocations. If a majority of the appraisers are unable to agree within the stipulated period of time, the average of the three (3) appraisals shall be utilized. If, however, the low appraisal and/or the high appraisal is more than fifteen percent (15%) lower and/or higher than the middle appraisal, the low appraisal and/or the high appraisal shall be disregarded. If only one appraisal is disregarded, the average of the two remaining appraisals shall be utilized. If both the low appraisal and the high appraisal are disregarded, the middle appraisal shall be utilized. The cost of the appraisals required by this subparagraph shall be paid by the Association and reimbursed by the owners whose Property has been damaged through a special assessment.

10.5 Interior Damage.

Restoration and repair of any damage to the interior of any individual dwelling, including without limitation all fixtures, cabinets and improvements therein, together with restoration and repair of all interior paint, wall coverings and floor coverings, shall be made by and at the individual expense of the owner of the dwelling so damaged.

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END OF ARTICLE 10
DESTRUCTION OF IMPROVEMENTS

ARTICLE 11
Declarant's Rights and Reservations

11.1 Declarant's Right of Access.

Declarant is undertaking the work of construction of the Project and the creation of the residential development on the Property. The completion of that work and the sale or other disposition of the lots is essential to the establishment and welfare of the Property as a residential community. In order that said work may be completed and said Property be established as a fully occupied residential community as rapidly as possible, nothing in this Declaration shall be understood or construed to:

11.1.1 Prevent Declarant, its contractors, or subcontractors from doing on the Property, whatever is reasonably necessary or advisable in connection with the completion of the work; or

11.1.2 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 residential community and disposing of the same in parcels by sale or other disposition; or

11.1.3 Prevent Declarant from maintaining such sign or signs on any of the Property as may be necessary for the sale or disposition thereof.

11.2 Termination of Any Responsibility of Declarant.

In the event Declarant shall convey all of its right, title and interest in and to the Property to any partnership, individual or individuals, corporation or corporations, then and in such event, Declarant shall be relieved of the performance of any further duty or obligation hereunder, and such partnership, individual or individuals, corporation or corporations, shall be obligated to perform all such duties and obligations of the Declarant, and shall be considered the Declarant's successor in interest, provided, that Declarant shall still have full authority andresponsibility as to the Architectural Committee unless otherwise terminated or transferred as well.

11.3 Right to Annex Additional Property.

Additional property may eventually be annexed to and placed under the effect of this Declaration by the Declarant recording a Declaration of Annexation to that affect. This Declaration shall apply equally to said annexed property as though originally a part hereof. No signature of members of this Association shall be required to effect annexation of additional property.

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Each Declaration of Annexation shall legally describe the property to be annexed and set forth any Common Area to be included within such newly annexed property, and may contain such ancillary additions and modifications of the Covenants and restrictions contained herein as may be necessary to reflect the different character, if any, of the newly annexed property which are not inconsistent with the scheme of this Declaration. In particular, the Declaration of Annexation shall specify all private roads and a specific procedure as to the collection of maintenance assessments for the maintenance of such private roadways.

Upon annexation of additional property, the annexed property shall become subject to this Declaration without the necessity of amending individual sections hereof. The owners of lots will continue to have the same easements, rights and interests therein and will acquire similar easements, rights and interests in the annexed property. Owners of lots in the newly annexed property will likewise acquire similar easements, rights and interests in all portions of the Project and will become members of the Association.

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END OF ARTICLE 11
DECLARANT'S RIGHTS AND RESERVATION

ARTICLE 12
Rights of Mortgagees

Notwithstanding any other provision of this Declaration, no amendment or violation of this Declaration shall operate to defeat or render invalid the rights of any mortgagee of a lot made in good faith for value, provided that after the foreclosure of any such mortgage, such lot shall remain subject to this Declaration, as amended. Notwithstanding any and all provisions of this Declaration to the contrary, in order to induce various lenders to participate in the financing of the sale of lots within the Project, the following provisions are added hereto (and to the extent these added provisions conflict with any other provisions of this Declaration, these added restrictions shall control):

12.1 Each first mortgagee of a mortgage encumbering any lot, upon filing a written request for notification with the Board, is entitled to written notification from the Association of any default by the mortgagor of such lot in the performance of such mortgagor's obligations under this Declaration, which default is not cured within thirty (30) days after the Association learns of such default. For purposes of this Declaration, a "first mortgage" shall mean a mortgagee of a mortgage with first priority over other mortgages on a lot.

12.2 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 prior to the time such holder acquired title to such lot.

12.3 Unless at least two-thirds (2/3rds) of the first mortgagees (based upon one (1) vote for each mortgage owned) or two-thirds (2/3rds) of the owners other than Declarant) have given their prior written approval, neither the Association nor the owners shall:

12.3.1 change the method of determining the obligations, assessment dues or other charges (other than the special assessments or late charges imposed by the Board in accordance with the provisions of this Declaration), which may be levied against any owner; or

12.3.2 by act or omission, seek to abandon, partition, subdivide, encumber, sell or transfer the Common Area. (The granting of easements for public utilities or for other purposes consistent with the intended use of the Common Area under this Declaration shall not be deemed a transfer within the meaning of this clause); or

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12.3.3 fail to maintain or cause to be maintained fire and extended coverage insurance on the Common Area as provided in Article 9 of this Declaration.

12.4 First mortgagees, upon written request, shall have the right to (1) examine the books and records of the Association during the normal business hours; (2) require from the Association the submission or 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.

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END OF ARTICLE 12
RIGHTS OF MORTGAGEES

ARTICLE 13
Duration and Amendment

13.1 Duration.

This Declaration shall continue in full force 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 as an amendment to this Declaration as set forth in Paragraph 13.2. There shall be no severance by sale, conveyance, encumbrance or hypothecation of an interest in any lot from the concomitant membership of the Association, as long as this Declaration shall continue in full force and effect.

13.2 Amendment.

Notice of the subject matter of a proposed amendment to this Declaration in reasonably detailed form shall be included in the notice of the meeting of the Association at which a 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 the vote, in person or by proxy, or written consent of Members representing not less than a majority of the voting power of the Association, provided that the specified percentage of the voting power of the Association necessary to amend a specified provision of this Declaration shall not be less than the percentage of affirmative votes prescribed for action to be taken under that provision, if any. A copy of each amendment shall be certified by at least two (2) officers of the Association and the amendment shall be effective when the certificate of amendment is recorded. Notwithstanding the foregoing, any of the following amendments, to be effective, must be approved in writing by the record holders of a majority of the first mortgages on all of the lots in the Project at the time of such amendment, based upon one (1) vote for each mortgage owned:

13.2.1 Any amendment which affects or purports to affect the validity or priority of encumbrances or the rights or protection granted to encumbrances as provided herein.

13.2.2 Any amendment which would require a mortgagee after it has acquired a lot through foreclosure to pay more than its proportionate share of any unpaid assessment or assessments accruing after such foreclosure.

13.2.3 Any amendment which would or could result in an encumbrance being canceled by forfeiture, or in the individual lot not being separately assessed for tax purposes.

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13.2.4 Any amendment relating to the insurance provisions as set out in Article 9 hereof, or to the application of insurance proceeds as set out in Article 10 hereof.

13.2.5 Any amendment which would or could result in the partition or subdivision of a lot, in any manner inconsistent with the provisions of this Declaration.

13.2.6 Any amendment which would subject any owner to a right of first refusal or other such restriction in favor of the Association, if such owner exercises his right to sell, transfer or otherwise convey his lot.

A certificate, signed and sworn to by two (2) officers of the Association, that the required number of owners and/or mortgagees have either voted for or consented in writing to any amendment adopted as provided above, when recorded, shall be conclusive evidence of that fact.

13.3 Protection of Declarant.

Notwithstanding any other provision of this Declaration, the prior written approval of Declarant, as developer of the Property, will be required before any amendment which would impair or diminish the rights of Declarant to complete the Property or sell or otherwise dispose of lots therein in accordance with this Declaration shall become effective.

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END OF ARTICLE 13
DURATION AND AMENDMENT

ARTICLE 14
General Provisions

14.1 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, covenannts, reservations, liens, and charges now or hereafter imposed by this Declaration, and in such action shall be entitled to recover costs and reasonable attorneys' fees as are ordered by the court. Failure 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.

14.2 Invalidity of Any Provision.

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

14.3 Conflict of Project Documents.

If there is any conflict among or between the Project Documents, the provisions of this Declaration shall prevail; thereafter, priority shall be given to Project Documents in the following order: Plat Map, Articles, Bylaws, and rules and regulations of the Association. Notwithstanding the foregoing, any provision in any of the Project Documents which is for the protection of mortgagees shall have priority over any inconsistent provision in that document or in any other Project Document.

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END OF ARTICLE 14
GENERAL PROVISIONS

DATED this 22nd day of March, 1995.

NORTHWOOD PROPERTIES, INC.

By Theodore G. Gunning
THEODORE G. GUNNING, President

By Diane D. Gunning
DIANE D. GUNNING, Sec./Treas.

Theodore G. Gunning
THEODORE G. GUNNING, Individually

Diane D. Gunning
DIANE D. GUNNING, Individually

STATE OF WASHINGTON)
: ss.
County of Spokane)

THIS IS TO CERTIFY that on this 22nd day of March, 1995, before me, the undersigned, a notary public in and for the state of Washington, duly commissioned and sworn, personally appeared THEODORE G. GUNNING and DIANE D. GUNNING, to me known to be the President and Secretary/Treasurer of NORTHWOOD PROPERTIES, INC., the corporation that executed the within and foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation for the uses and purposes therein mentioned, and on oath stated that said individual was authorized to execute said instrument.

WITNESS my hand and official seal the day and year in this certificate first above written.

NOTARY PUBLIC in and for the State of Washington, residing at Spokane.
My Commission expires: 9-15-95

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STATE OF WASHINGTON)
:ss
County of Spokane)

THIS IS TO CERTIFY that on this 22nd day of March, 1995, before me, the undersigned, a notary public in and for the state of Washington, duly commissioned and sworn, personally appeared THEODORE G. GUNNING and DIANE D. GUNNING, husband and wife, to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged to me that said individual signed the same as said individual's free and voluntary act and deed for the uses and purposes therein mentioned.

WITNESS my hand and official seal the day and year in this certificate first above written.

NOTARY PUBLIC in and for the State of Washington, Residing at Spokane.
My commission expires: 9-15-95

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EXHIBIT A

A portion of the NE 1/4 of Section 31, T. 26 N., R. 44 E.W.M. being more particulary described as follows:

Begin at the NE corner of Lot 3 Block, 1 "WOODLAND PINES" as recorded in Book 20 of Plats, page 70, the next 3 courses along the Northerly and Easterly lines of said WOODLAND PINES; thence N 80°08'19"W 171.89 feet; thence N 01°41'53"W 72.80 feet; thence N 28°07'36" E 170.00 feet to a point on a curve concave to the North with a radius of 184.72 feet and a radial bearing of S 28°07'36"W; thence Southeasterly through a central angle of 28°07'30", an arc distance of 90.68 feet to the end of curve; thence S 89°59'54"E 142.83 feet to the beginning of a curve concave to North with a radius of 725.00 feet; thence Northeasterly through a central angle of 17°48'17", an arc distance of 225.29 feet to the end of curve; thence N 72°11'49"E 155.66 feet to the beginning of a curve concave to the South with a radius of 325.00 feet; thence Easterly through a central angle of 18°56'54", an arc distance of 107.48 feet to the end of curve; thence S 88°51'17"E 28.36 feet to the beginning of a curve concave to the Northwest with a radius of 125.00 feet; thence Northeasterly through a central angle of 75°13'56', an arc distance of 164.13 feet to the beginning of a reverse curve concave to the Southeast with a radius of 739.48 feet; thence Northeasterly through a central angle of 44°53'24", an arc distance of 579.37 feet to the beginning of a curve concave to the North with a radius of 20.00 feet and a radial bearing of S 29°11'49"E; thence Northwesterly, through a central angle of 77°54'37", an arc distance of 27.20 feet to the end of curve; thence N 41°17'12"W 51.14 feet to the beginning of a curve concave to the Southwest with a radius of 163.01 feet; thence Northwesterly through a central angle of 61°08'51", an arc distance of 173.97 feet; thence on a non-tangent bearing of N 66°45'54" E 390.49 feet; thence N 74°10'59"E 233.86 feet; thence N 68°23'53"E 197.14 feet; thence S 44°04'44"E 416.71 feet; thence S 59°03'36"W 183.76 feet; thence S 72°25'09"W 484.02 feet; thence S 64°08'21"W 177.71 feet; thence S 44°06'15"W 176.78 feet; thence S 23°49'19"W 214.30 feet; thence S 42°42'28"W 176.85 feet; thence S 63°35'07"W 159.80 feet; thence S 85°43'11"W 121.79 feet; thence S 72°16'09"W 107.01 feet; thence S 78°19'48"W 212.88 feet to a point on a curve concave to the northeast with a radius of 125.00 feet and a radial bearing of S 07°18'16"W; thence Northwesterly, through a central angle of 68°41'50", an arc distance of 149.87 feet to the end of curve; thence N 13°59'54"W 44.55 feet; thence N 80°43'22"W 54.43 feet; thence S 13°59'54"E 66.06 feet to the beginning of a curve concave to the Northeast with a radius of 175.00 feet; thence Southeasterly, through a central angle of 40°09'45", an arc distance of 122.67 feet; thence on a non-tangent bearing of S 89°31'57"W 186.63 feet to the Point of Beginning.

Situate in the County of Spokane, State of Washington.

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TOGETHER with TRACT "A" described as follows:

Begin at the SE corner of the NE 1/4 of Section 31, T. 26 N., R. 44 E.W.M.; thence N 00°01'23"W along the East line of said NE 1/4, 74.00 feet to the True Point of Beginning; thence N 71°06'22"W 285.00 feet; thence N 45°50'43"W 155.00 feet; thence N 17°03'39"W 60.00 feet; thence N 30°56'43"E 230.00 feet; thence N 89°58'33"E 280.00 feet to the East line of said NE 1/4; thence S 00°01'23"E 455.00 feet to the True Point of Beginning.

Situate in the County of Spokane, State of Washington

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EXHIBIT "B"

Proposed common park in Columbia Heights Addition to be platted:

Northwood Entry Statement

Landscaping including landscaping, lighting and irrigation on the west side of Argonne Road at the intersection with Columbia Drive both north of Columbia Drive and south of Columbia Drive. The legal description is in the NW¼ of Section 32, Township 26 North, Range 44 E.W.M., and consists of approximately 10,000 square feet.

Columbia Drive Landscaping

Landscaping including landscaping, lighting and irrigation along the north side of Columbia Drive from Argonne Road to the eastern edge of Columbia Replat Number 4.

Common Park

Common park to be located north of and adjacent to Columbia Drive extending from Vista Park Drive on the west in an easterly direction and consisting of approximately 125,000 square feet. The legal description is located in the NE¼ of Section 31, Township 26 North, Range 44 E.W.M.

Woodland Estates Entryway

Entry landscaping including landscaping, lighting and irrigation north of Columbia Drive at the intersection of Vista Park Drive and located on both the east side and west side of Vista Park Drive, all located in the NE¼ of Section 31, Township 26 North, Range 44 E.W.M.

Vista Park Drive

Landscaping and meandering sidewalk along the alignment of Vista Park Drive with future landscaping to possibly exist on both sides of Vista Park Drive with an average width of approximately 30 feet along the entire length of Vista Park Drive, including landscaping, lighting and irrigation. The legal description is in the NE¼ of Section 31, Township 26 North, Range 44 E.W.M., Spokane County, Washington.

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Metro Engineering
Jerry Storhaug
E9616 Montgomery
Spokane, Wa. 99208

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