REQUEST OF
JUL 24 10 46 AM '98
STEVENS COUNTY
DEPUTY F. COWLEY
$35.00

9808472

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After Recording Mail To:

Skok & Monasmith, P.S.
P.O. Box 6
Chewelah, Washington 99109

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
CHEWELAH GOLF AND COUNTRY CLUB
DIVISION V

THIS DECLARATION of Covenants, Conditions and Restrictions is made and effective on the date hereafter set forth by the Chewelah Golf and Country Club, a Washington non-profit corporation, hereafter referred to as "Declarant."

WITNESSETH:

WHEREAS, Declarant is the owner of certain real property in Stevens County, Washington, (hereafter "the Property") which is particularly described as:

> Chewelah Golf and Country Estates, Division V, recorded on July 6, 1998, under Auditor's File No. 9807711, in Book F of Plats, page 42, and in Volume 224 at page 1916, official records of the Auditor of Stevens County, Washington;

and

WHEREAS the Declarant has determined that an orderly development plan for the above-described property be imposed which inures to the general benefit of the Declarant and all other persons who might hereafter own property by or through Declarant; now, therefore, the

DECLARANT hereby declares that the Property shall be held, conveyed, mortgaged, encumbered, used, occupied and improved subject to the following declarations, conditions, restrictions and easements, all of which are for the purpose of enhancing and protecting the value and attractiveness of the Property and every part thereof, and ensuring that all future owners and occupiers

are bound by the same and shall contribute to the positive growth and development of the Property and of the golf course now known as Chewelah Golf & Country Club.

All of the limitations, covenants, conditions, restrictions and easements shall constitute covenants and encumbrances that will run with the land and be perpetually binding upon Declarant and its successors and assigns, and all parties having or acquiring any right, title or interest in or to any part of the real property heretobefore described.

ARTICLE 1
DEFINITIONS

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

1. "Articles" shall mean and refer to the Articles of Incorporation of the association as they exist or as amended.

2. "Assessment" shall mean that portion of the cost of maintaining, improving, repairing, operating, insuring and managing the Property, including the golf course or "common areas," which is to be paid by the owners as determined by the Board of Directors of the Declarant. Assessments may be designated as Regular Assessments, Extraordinary Assessments or Special Assessments as those terms are more specifically described herein or in the Bylaws of the corporation.

3. "Association" shall mean and refer to the Chewelah Golf & Country Club Association, a Washington non-profit corporation.

4. "Board" or "Board of Directors" shall mean and refer to the governing body of the Association.

5. "Bylaws" shall mean and refer to the Bylaws of the Association as they now exist or as amended.

6. "Certificated Member" means a person or entity holding a membership certificate issued by the Association.

7. "Common Use Area" shall refer to Tract A as shown on the face of the Subdivision Map, which map was recorded under Stevens County Auditor's File No. 9807711 on July 6, 1998.

8. "Common Use Expenses" means and includes the actual and estimated expenses of maintenance, improvement, repair, operation, insurance and management of the golf course and Common Use Areas, of utility services which are not metered to separate lots, of the administration of the Association and any reasonable

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reserve for such purposes as formed and determined to be appropriate by the Board.

9. "Declarant" shall mean and refer to the Chewelah Golf & Country Club Association, a Washington non-profit corporation, its successors and assigns.

10. "Declaration" shall mean and refer to this enabling declaration.

11. "Institutional Lender" shall mean any bank, savings and loan association, insurance company or other financial institution holding a recorded mortgage interest or similar creditor interest on any lot.

12. "Lot" shall mean and refer to each separate, designated parcel of land shown on the recorded Map for the Property, together with all improvements constructed or to be constructed thereon.

13. "Map" or "Tract Map" or "Subdivision Map" shall all mean and refer to the Subdivision Tract Map filed under Auditor's File No. 9807711, recorded on July 6, 1998, in Book F of Plats, page 42, and in Volume 224 at page 1916, official records of the Auditor of Stevens County, Washington.

14. "Member" shall mean and refer to a person who is a certificated member of the Association and the owner of a lot within the boundaries of the Chewelah Golf and Country Estates, Division V.

15. "Member Not in Good Standing" shall mean and refer to a certificated member who is delinquent in payment of any assessments authorized by the Association.

16. "Mortgage" includes a recorded mortgage, deed of trust, real estate contract or other written instrument creating a security interest in any Lot.

17. "Mortgagee" includes a mortgagee, beneficiary or holder of a Deed of Trust, a vestor's interest in a real estate contract, or other holder of a mortgage (including Declarant or Declarant's assignee with respect to any purchase-money security interests retained by Declarant on sale of any Lot).

18. "Mortgagor" includes a mortgagor, the grantor of a deed of trust, the holder of a vendee's interest in a real estate contract or other individual granting a securing interest in any Lot.

19. "Owner" or "Owners" shall mean and refer to the record holder or holders of title of a lot. This shall include any

person having a fee simple title to any lot, but shall exclude persons 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 shall be considered the owner rather than the fee owner.

20. "Person" means a natural person, a corporation, a partnership, limited partnership, joint venturers, firm, association, trust or other legal entity.

21. "Project" shall mean and refer to all real property and improvements owned by Chewelah Golf & Country Club Association as shown by plat map or any future plat or development on property owned by the Association, including all structures and improvement erected or to be erected thereon.

22. "Property" means and refer only to Lots 1 through 30 of Chewelah Golf and Country Estates, Division V, as shown on the face of the plat and as described above, and all improvements constructed or to be constructed thereon.

23. Singular and Plural: The singular and plural number and the masculine, feminine and neuter gender shall be determined to include the other where the content requires.

24. "Tract" shall refer to the property within the boundaries of Chewelah Golf and Country Club, Division V.

25. "Tract B" shall mean and refer to that property so described on the face of the Tract Map.

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ARTICLE 2
ASSOCIATION, ADMINISTRATION, MEMBERSHIP AND VOTING RIGHTS; SUBASSOCIATIONS

2.1 Organization of Association

The Association is incorporated under the name of Chewelah Golf & Country Club Association, Inc., as a non-profit corporation, under the laws of the State of Washington.

2.2 Duties and Powers

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

2.3 Membership

Membership in the Association shall be granted by the purchase of a membership certificate at the time a person purchases a lot from the Declarant or at such other time as the Board may direct. A person must own a membership in order to purchase a lot. A membership shall entitle the owner to vote at the annual elections of the Association and all other rights and privileges granted by the Association.

2.4 Transferred Membership

A membership certificate owned by a person holding or owning property in the Tract may not be transferred unless he same is transferred at the time of transfer of real property ownership.

2.5 Membership Meetings

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

2.6 Board of Directors

The business of the Association shall be managed by the Board of Directors, which shall be established and conduct itself and its meetings according to the Bylaws of the Association.

2.7 Use of Agent

The Board of Directors, on behalf of the Association, may contract with a professional management agent for the performance of maintenance and repairs and for conducting other activities on

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behalf of the Association, as may be determined by the Board, subject to such limitations as may be set forth in the Bylaws.

2.8 Subassociations

Declarant recognize the right of certain groups of owners to be regulated by one (1) or more subassociations. Accordingly, with the consent of this Association, which shall not be unreasonably withheld, one (1) or more subassociations may be formed according to such terms as may be approved by unanimous vote of the Members to belong to the subassociation.

Upon the formation of a subassociation (by the filing of Articles of Incorporation, if any, and the adoption of Bylaws), the subassociation may govern its own affairs and establish its own rules and regulations. The formation of a subassociation shall be for organizational and internal maintenance purposes only and shall neither enlarge the rights or diminish the obligations of any of the Members thereof relative to the rights and obligations of the other Members of this Association.

2.9 (RESERVED)

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ARTICLE 3
DIVISION OF PLAT

3.1 Types of Property

All parts of the property are separated into the following categories, all of which are as described herein or on the Plat as amended from time to time:

a. Residential Lots, restricted in use to construction and occupancy of single family dwellings;

b. Project Roads, considered part of the Common area, whether owned in fee by the Association, dedicated to a governmental agency or vacated by such governmental agency;

c. Common Area, owned in fee or by easement by the Association.

d. Tract B shall be as shown on the face of the Plat and may be utilized by the owner for a drain field. Tract B is intended primarily for golf course play and drain field area. No changes, modifications or uses of Tract B shall be made which interfere with these uses.

ANY PARTY TO THIS AGREEMENT IS HEREBY ADVISED THAT DECLARANT MAY BE ABLE TO ARRANGE FOR THE DEVELOPMENT OF SOME OR ALL OF THE CURRENTLY UNIMPROVED PROPERTY IN THE PROJECT AS AN EXPANSION OF THE EXISTING 18 HOLD GOLF COURSE. NOTWITHSTANDING ANYTHING TO THE CONTRARY SET FORTH OR IMPLIED HEREIN, THE ASSOCIATION/DECLARANT SPECIFICALLY RESERVES THE AUTHORITY TO NEGOTIATE FOR, TRADE, CONVEY, PURCHASE OR OTHERWISE EFFECT THE DEVELOPMENT OF THE EXISTING UNIMPROVED PROPERTY WITHIN THE PROJECT OR OTHER REAL PROPERTY AS A GOLF COURSE OR FOR ANY OTHER PURPOSE DEEMED REASONABLE BY THE ASSOCIATION.

3.2 Designation of the Common Area

The rights and easements of use and enjoyment of the Common Area created by this Declaration shall be subject to such rules and regulations as may be adopted by the Board of Directors. Without limiting the generality of the Board's authority to enact reasonable rules and regulations, a member's rights shall be subject to the following:

(a) The right of the Board to suspend the rights and easements of any member, and the persons deriving such rights and easements from a member, for use and enjoyment of any part of the Common Area (other than Project roads) for any period during which the payment of any Assessment against the member and/or his/her Lot remains delinquent or during which the member may otherwise be in breach of this Declaration; PROVIDED, however, that any suspension for either nonpayment of any assessment or breach of any provision of these covenants shall not constitute a waiver or discharge of the Member's obligation to pay assessments or comply with this Declaration;

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(b) The right of the Board to consent to or otherwise cause the construction of additional improvements on the Common Area or in the project property and to consent to or otherwise cause the alteration or removal of any existing improvements on the Common Area or Project for the benefit of the members;

(c) The right of the Board to consent to or join in the grant or conveyance of easements, licenses or rights of way in, on or over the Common Area or Project for utilities or other purposes not inconsistent with the intended use of the property as a golf course and/or residential development;

(d) The right of the Board to oversee the removal of any timber from the Common Areas and from the individual lots within the Tract, PROVIDED that a lot owner may petition the Architectural Review Committee for removal of trees on his/her lot and may immediately remove trees from his/her property downed by wind, lightning or other acts of God;

(e) All rights and reservations of Declarant as set forth or reasonably implied herein.

3.3 Damage (to Common Area) by Member
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ARTICLE 4
ARCHITECTURAL CONTROL

4.1 Architectural Review Committee; Appeal

The number, appointment and term of members of the Committee shall be governed by the following:

a. There shall be five (5) members of the committee. Two (2) members of the Committee shall be appointed by the President of the Board, with those two (2) members selecting an additional three (3) members. The three (3) other members of the Committee shall be certificated members of the Association, with not less than two (2) of the three (3) being lot owners in the Project.

b. Any request for a decision by the Committee will not be deemed to have been made until the person requesting the decision does so in a writing directed to the following address to the following persons, with each writing containing identical materials:

CG&CC ATTN: Board President P.O. Box 407 Chewelah, WA 99109	CG&CC ATTN: Architectural Review Chairman P.O. Box 407 Chewelah, WA 99109

c. All decisions of the Committee granting an application respecting an architectural decision shall be final. Any decision denying an application or any part thereof may be appealed by the owner applicant only by filing a written appeal delivered to the Board President within 20 days of the adverse decision. Following receipt of the appeal, the Board shall have not more than sixty (60) days within which to review the decision of the Committee and issue its decision. If the appeal is not specifically reversed by either Board action taken at its regular monthly meeting or by a writing directed to the applicant within such 60 days, the decision of the Committee shall be deemed confirmed.

d. APPROVAL BY THE ARCHITECTURAL REVIEW COMMITTEE AND/OR BY THE BOARD OF DIRECTORS DOES NOT IMPLY OR PROVIDE APPROVAL BY THE CITY OF CHEWELAH OR STEVENS COUNTY BUILDING DEPARTMENTS OR OF ANY OTHER AGENCY OR GOVERNMENTAL ENTITY WITH PROPER JURISDICTION OVER THE MATTER.

4.2 Single Family Residences

Except as otherwise noted herein, only single family residences and auxiliary outbuildings may be constructed or permitted to remain on a Lot on the property. Notwithstanding the above, all proposed structures shall be subject to the approval of the Architectural Review Committee (hereinafter "the Committee") and shall comply with all applicable zoning and construction statutes, ordinances and regulations. No auxiliary

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(i.e. non-residential) structures may be erected unless concurrent with or after the construction of the residence.

4.3 Plans and Approval

Plans and specifications showing the nature, kind, shape, color, size, materials and location of improvements or alterations shall be submitted to the Committee for approval as to quality of workmanship and design and harmony of exterior design with existing structures, topography and finish grade elevation.

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 assigned to it by the Board, including the inspection of construction in progress to assure its conformance with plans approved by the Committee.

Decisions of the Committee shall be by majority vote and shall reflect consideration of the architectural guidelines set forth in Paragraph 4.4 below. However, the Committee shall, by majority vote, be authorized to waive one (1) or more of the architectural guidelines, provided the proposed improvements are attractive and otherwise comply with the general architectural scheme of the Property. Any application submitted to the Committee pursuant to this Article shall be deemed disapproved unless written approval shall have been transmitted to the applicant by certified mail, return receipt requested, to the applicant's last known address within forty-five (45) days after the date of receipt by the Committee of all required and requested materials. This time frame my be extended by the Committee for a reasonable time if the Committee requires additional information or materials.

4.4 Architectural Requirements

It is the intent of this Declaration to encourage and maintain harmony of design and appearance throughout the Property. In furtherance of this objective, and subject to the waiver power of the Committee as set forth above, the following requirements shall apply:

(a) No structures or buildings of any kind shall be erected, altered, placed or permitted to remain on any lot other than one dwelling for single family occupancy with an enclosed garage. Any other auxiliary structures shall be permitted only with the expressed, written approval of the Committee. All auxiliary buildings, including a garage, shall be placed on the street side of residential lots and shall not face the golf course and shall be of a material consistent with the architecture, materials and color scheme of the dwelling on the lot. Auxiliary structures may not exceed the height of a

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residence by more than four (4) feet and are also subject to Section 4.4(d) as set forth herein.

(b) The first floor of any proposed dwelling, exclusive of any second floor, decks, garage, carport and outbuildings shall include at least one thousand four hundred (1,400) square feet of living area.

(c) Only homes constructed on site on a permanent foundation are allowed. Modular or mobile homes shall not be allowed. All dwellings shall be constructed such that the main entry is on the street side of the property.

(d) All dwellings shall be on permanent foundations extending not more than twenty-four (24) inches above ground level at the highest ground level point. There shall be no dwellings more than two stories above the foundation level and no higher than thirty (30) feet above ground level at its acme in any event.

(e) Roof covering shall be fire-retardant wood shake shingle, composition or good quality tile, or such other material as may be approved by the Committee.

(f) Colors shall be limited to subdued tones and/or earth colors.

(g) All dwellings shall have fully enclosed garages of at least 20 feet by 22 feet in size, with fully improved driveways to the street; PROVIDED that the driveways shall be of a hard surface material, such as exposed aggregate, asphalt or concrete.

(h) The design and placement of mailboxes, newspaper receptacles and street address labeling shall be a part of and in aesthetic harmony with the landscape and construction plans submitted and approved under this Article.

(i) No clothes line or radio, citizens band or other communication antennae shall be erected upon any lot or on any building unless totally enclosed and concealed from view from Tract B.

(j) Perimeter fencing is permitted, so long as no fencing is placed as to be parallel to the golf course side of the property and does not extend within five (5) feet of the Tract B line. All fencing shall not exceed six (6) feet in height and may not be constructed without prior approval of the Committee. All fencing shall be reasonably maintained as to color and appearance.

(k) Energy collection and/or storage facilities, including but not limited to solar panels and their appurtenances, fuel

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tanks, auxiliary generators, heat pumps and air conditioning compressors shall be designed and placed in aesthetic harmony with the other improvements to which they are appurtenant, and shall be insulated as not to produce an unreasonable level of noise.

(l) The design of any improvement and its placement on the lot shall reflect a minimum impact on the existing slopes, vegetation and views, and shall minimize the impact on the view of adjoining lots, whether currently occupied or not.

(m) Landscaping on the lot shall be restricted to short grass, trees, flowers, bark, rocks and shrubs unless expressed, written approval is secured from the committee. The lot owner shall be responsible for maintaining all landscaping in a neat, orderly and visually pleasing manner.

(n) Easements for drainage, utilities, walkways, golf cart and access roads are reserved as shown on the face of the plat.

(o) Building setbacks shall be as set forth in the Chewelah Municipal Code as it now exists or as amended, but not closer than five (5) feet from the boundary of Tract B in any event.

(p) All exterior lighting shall be low intensity and limited to safety, landscaping or structural accent lighting. Lighting must be shielded as to be confined to owner's lot.

4.5 Construction Completion Requirements

a. Any dwelling or other structure erected or placed on any lot shall be completed as to external appearance, including finished painting, driveway and front and side yard landscaping pursuant to approved plans and specifications within fifteen (15) months of the approval of plans and specifications by the Committee, but in no event beyond 12 months from the date of issuance of a building permit by the governmental entity with jurisdiction therefore.

b. A lot owner shall be permitted to reside in a recreational vehicle, camper or travel trailer on his lot only after approval of building plans and specifications by the committee and then only during the dwelling construction period. A homeowner may receive guests in a recreational vehicle for two weeks in each calendar year.

c. In the event the owner does not erect improvements on the lot and the lot remains unimproved, the owner shall nevertheless be responsible for maintaining his lot in such a manner as to eliminate fire hazards, nuisances or noxious activities upon notice thereof from the Committee as set forth herein.

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ARTICLE 5
REPAIR AND MAINTENANCE

5.1 Repair and Maintenance Rights and Duties of Association

In the event an owner fails to maintain his/her lot as provided herein in a manner the Board or its designee 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 a specified time from the date of giving such notice. In the event the owner fails to carry out such maintenance within the specified period, the Board may cause such work to be done and may specially assess the cost thereof to the owner and, if necessary, place a lien for the cost of such repairs and any other ancillary costs such as attorneys fees and taxable court costs on the lot for the amount thereof. The owner specifically consents to the entry upon the lot by the Board or its designee for the purpose of effectuating work the owner has failed to carry out after notice from the Board and the expiration of the time period set forth herein.

5.2 Repair and Maintenance Requests and Notice to Owners

Each owner shall, at his/her sole cost and expense, maintain and repair his/her lot and keep the same in good and attractive condition. No lot may be used for disposal of waste, refuse or remains of any nature, nor shall the same be allowed to remain upon any lot for more than five (5) days. All refuse shall be collected and stored in suitable sanitary containers hidden from view from the street or golf course areas except on the scheduled day for garbage pickup.

5.3 (RESERVED)

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ARTICLE 6
ASSOCIATION MAINTENANCE FUNDS AND ASSESSMENTS

6.1 Creation of Lien and Personal Obligation of Assessments

Each owner of any lot, by acceptance of a deed therefore, whether or not so expressed in such deed, is deemed to covenant and agree to pay to the Association the following Assessments, which shall be established and collected as provided herein or in the Bylaws of the Association:

a. Golf course user fee;
b. Regular assessments;
c. Extraordinary assessments; and
d. Special assessments

6.2 Golf Course User Fee

Each owner within the Property shall pay the Chewelah Golf & Country Club not later than March 1 of each year a sum equal to the golf season pass amount for a couple charged by Chewelah Golf & Country Club, less any applicable membership discounts. Said sum may be credited against any season pass purchase made by the owner for that golfing year.

6.3 Allocation of Assessment

There are two levels of ownership in the Association, namely those who hold membership certificate (hereafter "certificated members") duly authorized by the Board, and those who do not own a membership certificate but own a lot within the project. In determining the characterization and allocation of assessments among the owners, the Board shall consider the purpose and nature of the assessment and the benefits and burdens to each class of owners. The decision of the Board in this regard is final.

6.4 Purpose of Assessment

The assessments levied by the Association shall be used to promote the health, safety and welfare of all the owners of lots in the Project, for the improvement and maintenance of the golf course and association activities and for the common good of the membership of Chewelah Golf & Country Club Association, Inc.

6.5 Regular Assessments

The Board shall determine and fix the amount of the maximum annual aggregate Regular Assessment not later than thirty (30) days before the annual meeting of the membership, but in no event later than March 15 of each year. The Regular Assessments shall include an adequate reserve fund for maintenance, repair and replacement of those portions of the Project which must be replaced, upgraded or modified. The maximum annual aggregate Regular Assessment may not be increased by more than fifteen percent (15%) above the aggregate assessment for the immediate preceding fiscal year without the vote or written assent of a majority of the voting power of the Association. An assessment is payable on such terms as are directed by the Board.

6.6 Extraordinary Assessment

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 Project, including fixtures and personal property, and to defray any unanticipated or underestimated Regular Assessment. The aggregate Extraordinary Assessment for any fiscal year shall not exceed fifteen percent (15%) of the budgeted gross expenses of the Association for that fiscal year, without the vote or written assent of sixty percent (60%) of the voting power of the Association.

6.7 Special Assessments

In addition to the Regular and Extraordinary Assessments authorized above, the Board may levy Special Assessment against an individual lot or its owner, without limitation as to amount or frequency, to reimburse the Association for costs incurred in bringing that owner and his/her lot into compliance with the provisions of this Declaration, including interest at the rate of twelve percent (12%) per anum and all incurred costs and attorneys fees.

6.8 Commencement of Assessment, Due Date, Interest, Late Charges and Attorneys Fees

The assessments provided for herein shall commence and become due upon terms established by the Board. The Association shall, upon demand and for a reasonable charge, furnish to an owner or his/her designee a certificate signed by an officer of the Association setting forth the paid or unpaid status of the assessment of either a certificated or non-certificated owner, as the case may be, and such certificate shall be conclusive evidence of payment status on the date issued.

Any assessment not paid within thirty (30) days after the due date shall bear interest at the rate of twelve percent (12%) per annum until paid. If any part of the assessment remains unpaid for more than thirty (30) days, an automatic late charge of Ten Dollars ($10.00) shall be assessed for each month or fraction thereof until the assessment, interest and all late charges are paid.

The prevailing party in any suit or action of any kind to recover a money judgment or otherwise enforce any covenant or part thereof set forth herein shall be entitled to a judgment for attorneys fees and costs incurred therein.

6.9 Transfer of Lot by Sale or Foreclosure

The sale, transfer or assignment of any lot or certificate shall not affect the Assessment lien or relieve the lot or owner from any liability therefore. However, the sale or transfer of

any lot pursuant to foreclosure or by deed in lieu of foreclosure or assignment of a recorded first mortgage given in good faith and for value shall extinguish the lien for assessments for payments falling due prior to the sale or transfer. No such sale, transfer or assignment shall relieve the succeeding owner, whether former or first mortgagee of a first mortgage or any other person, from liability for any assessment thereafter becoming due or from the lien therefor. Any assessments for which the liens are extinguished pursuant to this paragraph shall be deemed Common Expenses collectible from all owners (including the lot for which the lien was extinguished).

In a voluntary transfer of a lot, the transferee of the same shall be jointly and severally liable with the transferor for all unpaid assessments by the Association against the latter up to the time of transfer without prejudice to the transferee's right to recover from the transferor the amounts paid by the transferee therefore. Any such transferee shall be entitled to a statement from the Board setting forth unpaid assessments due the Association pursuant to paragraph 6.8, above. Any such grantee shall not be liable for, nor shall the lot transferred be subject to a lien for, any unpaid assessment made by the Association against the transferor in excess of the amount set forth in the statement, PROVIDED, the transferee shall be liable for any assessment falling due after the date of any such statement.

6.10 Enforcement of Assessment Obligation

An assessment against a certificated owner shall constitute a lien on the rights and privileges pertaining thereto. Should an assessment against a certificated owner remain unpaid for more than thirty (30) days as set forth in paragraph 6.8 herein, the certificated owner shall be deemed a Member Not in Good Standing. As such, not only will interest and penalties accrue, but the Member Not in Good Standing shall be denied voting privileges by the Association and shall not qualify for any discounted golf play.

When a notice of assessment has been recorded against a lot owner, be s/he certificated or non-certificated, such assessment shall constitute a lien on such lot or lots superior to all other liens recorded after the recordation of the notice of assessment lien, except (a) all taxes, bonds, assessments and other levies which by law would be superior thereto; and (2) the lien or charge of any first mortgage of record made in good faith and for value.

When delinquent, the lien created herein may be enforced by sale, suit or action by the association or its designee after failure of the owner to pay such assessment. Any sale conducted thereby shall be in accordance with the Revised Code of Washington applicable to the exercise of power of sale in mortgages and deeds of trust or in any other manner permitted by Washington

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law. The Association, through its Board, shall have the power to do or authorize all acts and execution of all documents reasonably necessary or expedient to pursue and complete such sale, suit or action.

The Association may bring suit to recover a money judgment for unpaid common use expenses and assessments and for attorneys fees, costs and all other relief provided for herein, without foreclosing or waiving the lien securing the same. Failure by the Association or its designee to enforce any covenant or restriction herein shall in no event be deemed a waiver of the right to do so thereafter.

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ARTICLE 7
UTILITIES AND EASEMENTS

7.1 Access, Use and Maintenance Easements

There are hereby reserved and created for the benefit of the Declarant, all owners and the association, reciprocal, non-exclusive easements for access, ingress, egress, utilities, drainage, walkways and golf cart use as shown on the plats for the Project. Subject to the provisions of this Declaration governing use and enjoyment thereof, the easements may be used by the Declarant, its successors, all owners and their guests and invitees residing on or temporarily visiting the property.

7.2 Utilities

Water to any lot is to be supplied at the rates and upon the terms designated by the City of Chewelah. All lots shall be served by septic systems approved by the Tri-County Health Department or its governmental successor. Portable toilets shall only be allowed in or upon any lot during the dwelling construction period, and only then with the approval of the Tri-County Health Department. Such portable toilets shall be removed immediately upon completion of the dwelling or when the need therefore terminates, whichever occurs earlier.

7.3 Utility Easements

Declarant and/or its assigns is hereby declared to have easements over and under all Property within the property, together with the right to grant and transfer the same, for the installation, operation, repair and maintenance of water, electric, gas, television, sewer and other utility lines and services, as may be deemed appropriate to service the Property described herein and any other property in the vicinity to which the Association may desire to provide such utility services.

7.4 Owners' Rights and Duties re: Utilities

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

a. Wherever any utility service lines or connections are located or installed within the property, which connections or any portion thereof lies in or upon lots owned by other than the owner of the lot served by said connections, the owners of the lots served by said lines or connections shall have the right to enter upon the lot or to cause utility companies to enter upon the lot to repair, replace or maintain such lines or connections and are hereby granted an easement to the full extent necessary therefore.

b. Wherever any utility service lines or connections are located or installed within the property which serve more than one lot, the owner of each lot served by the line or connection

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shall be entitled to the full use and enjoyment of such portion of said lines or connections that service his/her lot(s).

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ARTICLE 8
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 lot or improvement thereon shall be occupied and used except for residential purposes by the owners, their tenants and social guests. No trade, business, profession, commercial or manufacturing enterprise or activity shall be conducted therein or thereon.

8.2 Nuisances

No noxious, illegal or offensive activities shall be carried on at any lot or part thereof, nor shall anything be done thereon which may be or become an annoyance or nuisance to or otherwise interfere with the quiet enjoyment of each of the owners of his or her respective lot, or which shall in any way increase the rate of insurance for the Association, or cause any insurance policy to be cancelled or to cause a refusal to renew the same or which shall impair the structural integrity of any building.

8.3 Vehicle and Equipment Restrictions

No trailer, camper, mobile home, recreational vehicle, commercial vehicle, bus, truck (other than standard size pickup truck), inoperable automobile or motor vehicle or boat, and no vehicle which is a state of disrepair shall be permitted to remain upon any lot or within the Property other than for the transitory loading and unloading of passengers or personal property. No noisy or off-road, unlicensed motor vehicles except golf carts shall be maintained or operated upon the project. PROVIDED, however, that an owner shall be permitted to maintain otherwise restricted vehicle or equipment within an enclosed garage on the owner's property suitable for that purpose and subject further to Article 4 at §4.5(b).

8.4 Signs

Signs advertising lots for sale, resale or rent may be displayed on such lot provided that such signs do not exceed 3' x 3' in dimension. No other signage shall be permitted without the express written approval of the Board.

8.5 Animals

No animals, livestock, poultry or birds of any kind shall be raised, bred or kept in or upon any lot or portion thereof, PROVIDED a lot owner or their designee may keep not more than a total of two (2) usual and ordinary household pets such as dogs, cats or birds, PROVIDED FURTHER that such pets are not kept, bred or maintained for any commercial purposes, are kept under reasonable control at all times and are caged or leashed when not

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on the lot belonging to the owner. The architectural review committee shall have the right to require a lot owner to remove any or all animals under the lot owner's possession or control from the property should an animal or animals become a nuisance to golfers or adjoining property owners as determined in the sole discretion of the committee.

8.6 No Warranty of Enforceability

No warranty or representation is given or shall be implied as to the present or future validity or enforceability of any restrictive covenant contained herein. Any owner acquiring a lot in reliance on one or more of such restrictive covenants shall assume all risks of the validity and enforceability thereof.

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ARTICLE 9
INSURANCE

9.1 Duty to Obtain Insurance; Types
RESERVED

9.2 Lender's Requirements
RESERVED

9.3 Waiver of Claim Against Association
RESERVED

9.4 Right and Duty of Owners to Insure
RESERVED

9.5 Insurance Premiums
RESERVED

9.6 Trustees for Policy
RESERVED

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ARTICLE 10
DESTRUCTION OF COMMON AREA IMPROVEMENTS

RESERVED

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ARTICLE 11
EMINENT DOMAIN

RESERVED

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ARTICLE 12
RIGHTS OF MORTGAGEES

RESERVED

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ARTICLE 13

RESERVED

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ARTICLE 14
DURATION AND AMENDMENT

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14.1 Duration

The covenants and restrictions of this Declaration shall run with the land in perpetuity and bind the Declarant and all its successors, assigns and grantees, and shall inure to the benefit of and be enforceable by the Association or an owner, and their respective legal representatives, heirs, successors and assigns.

14.2 Amendment

Notice of the subject matter of a proposed amendment to this Declaration in reasonably detailed form shall be included in the notice of any meeting of the Association at which the proposed amendment is to be considered. A resolution adopting a proposed amendment may be proposed by an owner in the project at the annual meeting of the Members of the Association. The proposed resolution shall be adopted by the vote or written consent of sixty-six percent (66%) of the total voting power of the lot owners in the plat.

14.4 Invalidity of any Provision

Should any provision of this Declaration be declared invalid or in conflict with any law of the State of Washington or its governmental subdivisions, the validity of all other provisions shall remain unaffected and in full force and effect.

14.3 Enforcement

The Association, acting through the Board, any owner, and any governmental or quasi-governmental agency or municipality having jurisdiction over the property shall have the right to enforce, by any proceedings at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by this Declaration, and in such action shall be entitled to recover costs and reasonable attorneys fees as are ordered by the court. PROVIDED, any perceived non-compliance by an owner must first be brought to the attention of the Association pursuant to Article 4, §4.1 herein. 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.

14.5 Governing Law

This Declaration is recorded within the State of Washington, involves real property owned by and located within the State of Washington, and all questions regarding the validity, interpretation and performance of any of the provisions hereof shall be governed by the laws of the State of Washington.

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CHEWELAH GOLF & COUNTRY CLUB ASSOCIATION, INC.

By: _____
ROBERT CHALMERS, President

ATTESTED:

_____
DAVID STROYAN, Secretary

STATE OF WASHINGTON)
) ss.
COUNTY OF STEVENS)

On this 22 day of July, 1998, before me the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared ROBERT CHALMERS and DAVID STROYAN, to me known to be the president and secretary, respectively, of CHEWELAH GOLF & COUNTRY CLUB ASSOCIATION, INC., the corporation that executed the foregoing instrument, and acknowledged 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 they are authorized to execute sid instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate above written.

LORINDA M. BAUMGARDNER NOTARY PUBLIC STATE OF WASHINGTON COMMISSION EXPIRES 6-29-02

_____
Notary Public in and for the State of Washington, residing at Chewelah.

My Commission expires: 6/29/02

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