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Curlew Kai Homeowners Association
3 Sandpiper Way
Republic, WA 99166

**LAKE CURLEW ACRE TRACTS
(CURLEW KAI)
FOURTH AMENDED DECLARATION OF PROTECTIVE COVENANTS**

This Fourth Amended Declaration made this 6th Day of May, 2000, by CURLEW KAI HOMEOWNERS ASSOCIATION, a non-profit corporation, hereinafter called "Association", organized under the laws of the State of Washington.

WITNESSETH:

WHEREAS, the Association, on behalf of members in the community of Lake Curlew Acre Tracts representing 66 2/3% or more, of those members present, either in person or by proxy, at a legally conducted meeting of the membership of the Curlew Kai Homeowners Association, (as set forth in the Bylaws of the Association), desire to provide for the preservation of the values and amenities in the said community association and for the maintenance of said common facilities, and, to this end, desires to subject the real property described below to the covenants, conditions, restrictions, easements, charges and liens hereafter set forth, each and all of which is and are for the benefit of said property and each owner/member thereof.

NOW, THEREFORE,

The Association hereby declares that the Plat of Lake Curlew Acre Tracts, Divisions No. 1, 2, 3, and 4, as recorded in the records of Ferry County, State of Washington, Recording Nos., 161891, 185232, 185233 and 187820 respectively, hereinafter called "Properties" are and shall be held, transferred, sold, conveyed and occupied subject to the covenants, conditions, restrictions, easements, charges and liens (sometimes hereinafter referred to as "covenants, conditions, and restrictions") hereinafter set forth.

ARTICLE I

Section 1. The following words when used in this (Fourth) Declaration shall have the following meanings:

- (a) "Association" shall mean Curlew Kai Homeowners Association, a non-profit corporation organized and existing under the laws of the State of Washington, and its successors and assigns.
- (b) "Properties" shall mean all of the aforementioned properties, as are subject to this (Fourth) Declaration.
- (c) "Common properties" shall mean the water system; those areas of land designated on the Plats of Divisions 1, 2, 3, and 4, as community recreation or business areas; Lot 21 in Division 1 and Lot 9 in Division 2, which have been conveyed to the Homeowners Association, and the easement road in Division 1, through lots 14 - 20, which provides access to said lot 21 and the adjoining recreation area.
- (d) "Lot" shall mean any plot of land shown on the said recorded plats of Lake Curlew Acre Tracts with the exception of common properties as heretofore defined.
- (e) "Owner" shall mean the owner of record, whether one or more persons or entities, and specifically including developer, of the fee simple title to any lot, but shall not include a contract seller or a mortgagee.
- (f) "Purchaser" shall mean any person (s) or entity (s) acquiring fee simple title to any lot through an installment sale on a real estate contract, an installment note secured by a deed of trust, or otherwise.
- (g) "Member" shall mean the owner or purchaser of any lot and Developer as to each of its lots which have not been sold or otherwise disposed of.
- (h) "Developer" shall mean and refer to Curlew Development Company, a limited partnership, and its successors and assigns. The term "successors and assigns" as used in this subparagraph does not include purchasers of individual lots from Curlew Development Company, a limited partnership, or from its successors and assigns.

- (i) "Curlew Kai" shall mean Lake Curlew Acre Tracts.

ARTICLE II

The properties subject to this (Fourth) Declaration shall be the properties as hereinabove described.

ARTICLE III

Section 1. Every member shall have a right and easement of enjoyment in and to the common properties and such easement shall be appurtenant to and shall pass with the title to every lot.

Section 2. Developer has conveyed legal title to the water systems and all community recreation areas to the Association. ALL roads in Division 1, 2, 3, and 4, have been dedicated and transferred to Ferry County.

Section 3. The rights and easements of enjoyment created hereby shall be subject to the following:

(a) The right of the Association in accordance with its Articles and Bylaws to borrow money for the purpose of improving the common properties, and in aid thereof, to mortgage said properties in which event said rights and easements of enjoyment shall be subordinate and interior to the lien rights of the mortgagee or mortgagees.

(b) The right of the Association to take such steps as are reasonably necessary to protect any such mortgaged property against foreclosure.

(c) The right of the Association to suspend the enjoyment rights of any member for any period during which the annual fee or any special assessment due from him remains unpaid; for any period during which any other default remains uncured; and for any other infraction of the provisions of this fourth amended declaration and amendments thereto for a period of time as set forth in the Bylaws of the Association.

(d) The right of the Association to suspend the rights of any member to the use of the water system for



any infraction as set forth in the Bylaws of the Association.

ARTICLE IV

Covenants for Annual Fees

Section 1. Each owner or purchaser of one or more lots, by acceptance of a deed or real estate contract therefore, and whether or not it shall be so expressed in any such deed, contract or other conveyance, shall be deemed to covenant and agree to pay an annual fee as set forth in the Bylaws of the Association, for each lot so owned or being purchased, which fee may be changed from time to time by the Association subject to the approval of a majority of the members, payable in advance on the 1st day of May of each year; provided, however, that the first payment shall be due on the date the respective lot is acquired by purchase or otherwise, and shall be a pro-rated portion of the annual fee to the following May 1st. Said funds are to be used for those purposes which in the opinion of the Association will preserve the values and amenities in the development and promote the recreation, health, safety and welfare of the owners, purchasers and residents thereof. Said purposes include, but are not limited to, the Construction and/or installation of services, facilities and improvements in and on the common properties, replacements and additions hereto, and the operating expenses of the Association such as auto expense, insurance, legal and accounting, maintenance and repairs, office expense, rent, salaries and wages, taxes, telephone expense and utilities.

Section 2. In the event annual fees provided for herein are not sufficient to pay the costs and expenses of the Association, members may with the approval of a majority of the members be assessed for their pro rata share of any such deficiency.

Section 3. The annual fees provided for in this Article shall be a charge upon the land and shall be a continuing lien upon the respective lot against which it is due, which shall bind said lot in the hands of the

then owner or purchaser and his successors in interest. Each such fee together with such interest thereon and cost of collection thereof as hereinafter provided shall also be a personal obligation of the person who is the owner or purchaser of such lot at the time the fee fell due. This personal obligation shall pass to the successors in title to said lot.

Section 4. If an annual fee is not paid within 30 days of the date it was first due and payable, a late penalty and interest will be assessed as set forth in the Bylaws of the Association. The Association, and/or Board of Directors of the Association, and/or the Manager of the Association may either bring an action at law against the one personally obligated to pay said fee for the collection of the delinquent amount plus penalty and interest as set forth in the Bylaws of the Association, or it may institute an action to foreclose the lien against the lot. In either case there shall then be added to the amount of said fee, penalty, and interest, all costs and expenses in connection with said suit and a reasonable sum as attorneys fees, which sums shall be included in any judgement or decree entered in such suit.

Section 5. The lien of the annual fees provided for herein shall be subordinate to the lien of any mortgager or mortgages now or hereafter placed upon the same property, provided, however, that such subordination shall apply only to those fees which shall have become due and payable prior to a sale or transfer of the property pursuant to a decree of foreclosure, or any other proceeding in lieu of foreclosure, and shall not apply after such sale or transfer.

Section 6. The following property subject to this (Fourth) Declaration shall be exempt from the annual fees and liens created herein:

- (a) All properties owned by Developer;
- (b) All common properties as defined hereinabove;
- (c) all properties dedicated to public use.

ARTICLE V

Covenants for Water

Section 1. The Association has legal title to the water systems. These systems have been approved by the Department of Social and Health Services of the State of Washington and supply water to each lot in Curlew Kai at the regular established rates. State laws governing water systems are complied with relative to potable domestic supply.

Section 2. A domestic water hook-up is available to each lot in Curlew Kai, and a commercial water hook-up is also available to Lots 29 and 30 in Division 2 of said development, subject to the following:

(a) All hook ups, hereinafter referred to as Water Service/s, to the water system must be underground and must be installed by a Licensed Contractor. Ferry County Public Utility District No. 1 must be notified in advance of any work being done. Water services will be metered and meters and materials for same must be purchased from the Association.

(b) It is the responsibility of the respective property owners to hire the contractor and pay all costs, fees and permits, in connection with hooking up water service to the system.

(c) Water charges and related fees will be as set forth in the Bylaws of the Association and may be changed from time to time by the Association if it deems it necessary in order to properly repair and maintain the water systems and to provide the necessary reserves for replacements and capital improvements thereto.

(d) Water payments must be made in accordance with rules and regulations as set forth in the Association Bylaws.

(e) The Association has the right to establish such other rules and regulations as in its judgement it deems necessary in order to protect the water system and to protect the rights and interests of the



Association and the members thereof.

ARTICLE VI

Section 1. The owners and purchasers of all lots are subject to the following restrictions:

(a) ALL lots and improvements thereon shall be used only for residential and recreational purposes and uses incidental thereto except Lots 29 and 30 in Division 2 which shall be used for commercial purposes, and Lot 9, Division 2 which shall be used for Association business.

Provided, however, that the rental of a single family dwelling unit is not considered a commercial activity and is allowable.

(b) Only one single family dwelling shall be allowed on any lot.

(c) On each lot there shall be a minimum setback of 10 feet between any permanent or temporary residence or other structure and all property lines of said Lot, except that all lots other than Lots 1-10, incl.; 15-25 incl.; and 35-50, incl.; all in Division 1 shall have a minimum setback requirement of 25 feet from the edge of the county road right-of-ways, the top of cuts and the toe of fills. The cuts and fills referred to are only those in connection with the construction of the county roads in the development.

(d) No fences, hedges, or boundary walls shall be planted or constructed more than six feet in height, and in areas where, in the opinion of the Association such fences, hedges or boundary walls would interfere with the views from adjacent lots in the properties, they may be restricted to a lesser height. The Association may pass such rules and regulations as it deems necessary to enforce this restriction. No permanent or temporary residence or other structure shall be located closer than 10 feet to any property line except with the prior written approval of said Association.

(e) Sewage disposal is by means of individual disposal systems which must be designed, located and constructed in accordance with the laws and regulations of Ferry County and the State of Washington.

(f) No noxious or offensive activities shall be carried on upon any lot, nor shall anything be done thereon which may become an annoyance or nuisance to the neighborhood. No animals, livestock, or poultry of any kind shall be raised for commercial purposes. No animals shall be allowed which, in the opinion of the Association, are an annoyance or nuisance to the neighborhood. No lot shall be used or maintained as a dumping ground for rubbish; all trash, garbage and other waste shall be kept in sanitary containers; no debris, old cars or machinery, or lumber and building materials shall be stored on any lot, except that supplies and machinery currently being used in the construction of a dwelling may be stored in a neat workmanlike manner during construction of said dwelling. All building materials and debris shall be cleaned up and removed from the lot within 30 days following the completion of dwelling. No lot shall be kept in a condition that, in the opinion of the Association, constitutes an annoyance or nuisance to the neighborhood or detracts from the general appearance of area.

1. If a member shall fail to observe and/or perform any term, covenant, condition or restriction of this paragraph (f) and if such default shall continue for a period of 15 days after notification thereof by the Association and/or its agents, then the Association and/or its agents may take such reasonable measures are, in its opinion, necessary to cure the default including the removal of garbage, trash and other waste. All costs incurred by the Association in carrying out of the intent of this paragraph (f) shall be paid by the defaulting member and if not so paid within 30 days after notification thereof by the Association, the debt shall bear interest and penalties as set forth by the Bylaws of the Association until paid and shall become a continuing lien on the respective lot on which the default occurred.

(g) Private wells may not be installed on any of the lots in Curlew Kai by the owners and/or purchasers thereof.

(h) The Association reserves to itself and to its successors and assigns, an easement five feet in width parallel to all lot lines for purposes of utilities and drainage.



(i) Travel trailers, motor homes, campers and other temporary housing may be used for limited vacations and holidays, but shall not be permanently placed on the lots. They may also be used during the construction of the owner's permanent dwelling for a period of not to exceed six months. ALL permanent dwellings, except single wide mobile homes, must have a minimum of 750 square feet of livable area exclusive of all porches, garages, carports and similar appurtenances. Single wide mobile homes must be at least 14 feet in width and 54 feet in length, they must have a pitched roof which may be either attached to the unit or built "free standing" over it, and they shall be allowed on all lots except Lots 11-20, inclusive, in Division 1. No single or double wide mobile homes over ten years of age may be placed on any lot. All mobile homes must have full skirting in place within 90 days following placement of the unit on the lot. ALL dwellings and other structures shall be constructed in accordance with the laws and regulations of Ferry County and shall not be of such design or constructed in such a manner as to detract from the general appearance of the development or the value thereof. The exterior of any dwelling must be completed within one year from the commencement of construction. The general exterior appearance of all mobile homes, dwellings and other structures shall be maintained at standards acceptable to the Association. No tents, shacks or outbuildings shall be used as a dwelling. The Association may grant variances from the provisions of this subsection when to do so would not in its opinion cause a detraction from the general appearance of the development or jeopardize the values thereof. Provided, however, that no variances may be granted to allow travel trailers, motor homes, campers and other temporary housing to be used for any purpose other than as provided for herein. The Association may pass such additional rules and regulations as may be necessary to carry out the intent of this subsection.

(j) Common properties are for the non-exclusive use and benefit of all lot owners. The Association shall regulate, administer and control these areas and no cutting of timber or removing of brush in such areas shall be permitted except with the prior approval in writing of the Association or its agents (Board of



Directors and/or Manager).

(k) The use of firearms within the properties is prohibited.

(l) No motor vehicles including motorcycles, motor scooters, ATV's, etc., shall be operated on any of the properties, including all roads therein, in an unsafe manner or in such a way as to create, in the opinion of the Association or its agents, an annoyance or nuisance to the neighborhood. The maximum speed limit on easement roads in the development is 15 miles per hour and the maximum safe driving speed on all other roads is as posted. ALL operators of motor vehicles or other equipment in the development shall comply with the State Licensing Laws for operators, motor vehicles or other equipment.

(m) The traffic pattern, parking area and 15 mile per hour speed limit in the recreation area of Division 1 must be strictly adhered to. This is necessary in order to avoid congestion, allow access to and from the boat launch, prevent vehicles and boat trailers from getting stuck in the gravel, and in general to prevent the gravel surface from being damaged and/or destroyed. A sketch of the above is available from the manager of the homeowner's association.

(n) The use of the term Association in this article includes the Board of Directors of the Association, and/or the Manager of the Association and/or special committees established by the Association.

Section 2. Nothing herein contained shall impair or defeat the lien of any mortgage or deed of trust now or hereinafter recorded covering any lot or lots, but title to any lot obtained as the result of a foreclosure shall be thereafter held subject to all the provisions herein.

ARTICLE VII

Section 1. The covenants, conditions and restrictions of this (Fourth) Declaration shall run with and bind the land and shall inure to the benefit of and be enforceable by the members and the Association



and shall be perpetual from the date this (fourth) Amended Declaration is recorded, unless sooner terminated or amended by the Association.

Section 2. These covenants, conditions and restrictions may be terminated or amended in whole or in part at any time by an instrument properly executed and acknowledged by members representing 66 2/3% or more, of those members present, either in person or by proxy, at a legally conducted meeting of the membership of the Curlew Kai Homeowners Association, (as set forth in the Bylaws of the Association), which shall be recorded in the office of the county auditor of Ferry County, State of Washington.

Section 3. Any notices required to be sent to any owner or purchaser under the provisions of this (Fourth) Declaration shall be deemed to have been properly sent when mailed to the last know address of the person who appears as the owner or purchaser on the records of the Association at the time of such mailing. Notice sent by mail shall be deemed to have been fully communicated on the expiration of 48 hours after the time of mailing.

Section 4. Enforcement. The provisions of this (Fourth) Declaration are declared to create mutual, equitable covenants and certitudes for the benefit of each member, the Association, and their successors in interest. The enforcement of these covenants, conditions and restrictions may be by any proceeding at law or in equity against any person or persons violating or attempting to violate any covenant, condition or restriction, either to restrain such violation or to recover damages, and against the land to enforce any lien created by these covenants; and failure of any member, the Association, or their successors in interest to enforce any covenants or restrictions herein contained shall in no event be deemed a waiver of the right to do so thereafter. In the event of a suit hereunder, the losing party shall pay all court costs and attorney fees.

Section 5. Members of the Association hereby agree to hold the Association and it manager and all its officers and directors harmless from any lawsuit (or claim) for injury or property loss or damage

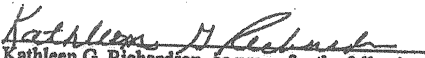
sustained by them or their guests while on or using Association property.

Section 6. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no wise affect any other provision which shall remain in full force and effect.

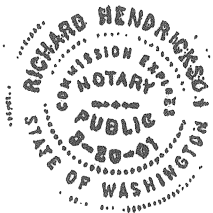
IN WITNESS WHEREOF, members representing 66 2/3% or more, of those members present, either in person or by proxy, at a legally conducted meeting of the membership of the Curlew Kai Homeowners Association, (as set forth in the Bylaws of the Association), have hereunto executed this instrument in accordance with the rules and regulations thereof on the date first above written.


STATE OF WASHINGTON)
) SS.
 COUNTY OF FERRY)

I hereby certify that on this 6th day of May year 2000 before me appeared the persons listed below, to me personally known to be the persons described in and who executed the foregoing instrument as proxy for those members listed and acknowledged that they executed the same as their free act and deed.


 Kathleen G. Richardson, as proxy for the following members
 of Curlew Kai Homeowners Association:
 Rosemary O'Brien
 Jorge & Dona Jurez
 Jack Rowley
 James & Theresa Davenport
 Richard Hendrickson
 Delores J. Banks
 Mary Lou Showman
 Donald J & Sally A Brecht
 Ron & Jeanette Barton
 Linda Marcello
 Marshall W & Deanna L Collins

Craig & Sylvia Gelber
 George A & Amy A Wright
 Ralph L & Patricia Schonder
 Donald & Joanne Backstrom
 Lyle & Sheila Van Meter
 Tim & Trease Mc Kelvey
 Jack & Hazel Thornton
 Raymond & Helen Henderson
 Bud & Mildred Doods
 Glenn & Faith Gartin
 Doris Fagley




 Notary Public in and for the State of Washington
 Residing at Ferry County
 My Commission expires May 20, 2001.

STATE OF WASHINGTON)
) SS.
COUNTY OF FERRY)

I hereby certify that on this 6th day of May year 2000 before me appeared the persons listed below, to me personally known to be the persons described in and who executed the foregoing instrument as proxy for those members listed and acknowledged that they executed the same as their free act and deed.

Harry R. Stjern
Harry Stjern as proxy for the following members of Curlew Kai Homeowners Association:
Forrest & Helen Brown
R. J. & Sheryl Pelland
K Samantha Smith
Bob & Willie Blomgren

Carol Yost
Carol Yost as proxy for the following members of Curlew Kai Homeowners Association:
Kim & Richard Listoe
Linda McIntosh

Cheryl D. Hastings
Cheryl Hastings as proxy for the following members of Curlew Kai Homeowners Association:
Jennifer & Todd Bowe

Karen Russell
Karen Russell as proxy for the following members of Curlew Kai Homeowners Association:
Joan Belcher

Leo F. Hastings
Leo F. Hastings as proxy for the following members of Curlew Kai Homeowners Association:
Justin & Carol Smith
Harvey & Carol Seats



Richard Henderson
Notary Public in and for the State of Washington.
Residing at Ferry County
My Commission expires May 20, 2001.

STATE OF WASHINGTON)
) SS.
COUNTY OF FERRY)

I hereby certify that on this 6th day of May year 2000 before me appeared the persons listed below, to me personally known to be the persons described in and who executed the foregoing instrument and acknowledged that they executed the same as their free act and deed.

<u>Harry B. Stjern</u> Harry Stjern, President	<u>Leo F. Hastings</u> Association member
<u>Carol Yost</u> Carol Yost, Vice President	<u>Caroline G. Stjern</u> Association member
<u>Cheryl D. Hastings</u> Cheryl D. Hastings, Secretary	<u>Frank Carburer</u> Association member
<u>Scott Schmelling</u> Scott Schmelling, Board member Association Member	<u>Kevin E. B...</u> Association member Association Member
<u>Kathleen Richardson</u> Kathleen Richardson, Association Manager	<u>Scott Schmelling</u> Association member Scott Schmelling, Board Member
<u>Karen Russell</u> Karen Russell, Association Treasurer	<u>Robert Yost</u> Association member



Richard Hendrickson
Notary Public in and for the State of Washington.
Residing at Ferry County
My Commission expires May 26, 2001.

STATE OF WASHINGTON)
) SS.
 COUNTY OF FERRY)

I hereby certify that on this 6th day of May year 2000 before me appeared the persons listed below, to me personally known to be the persons described in and who executed the foregoing instrument and acknowledged that they executed the same as their free act and deed.

Scott Schmidt
 Association member

Jan Bradley
 Association member

Carol Lee Myers
 Association member

Bonnie Muesch
 Association member

Linda L. Eberle
 Association member

Kenneth Kuehn
 Association member

Mike Eberle
 Association member

Karen Quill
 Association member

Jenella Cline
 Association member

Tom Bennett
 Association member

Tom Cline
 Association member

Deis L. Sogley (Liddy)
 Association member



Richard Hendrickson
 Notary Public in and for the State of Washington.
 Residing at Ferry County
 My Commission expires May 20, 2001

STATE OF WASHINGTON)
) SS.
 COUNTY OF FERRY)

I hereby certify that on this 6th day of May year 2000 before me appeared the persons listed below, to me personally known to be the persons described in and who executed the foregoing instrument and acknowledged that they executed the same as their free act and deed.

Alene Caughlin
 Association member

Horton E. McFadyen
 Association member

Jerry C. Caughlin
 Association member

R. M. Taylor
 Association member

Melvin C. Wright
 Association member

Marilyn M. Veltman
 Association member

Flannery Wright
 Association member

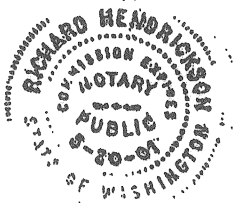
John Veltman
 Association member

Janice Ann Downard
 Association member

Deana Seaman
 Association member

Toni F. Downard
 Association member

Douglas Seaman
 Association member



Richard Hendrickson
 Notary Public in and for the State of Washington.
 Residing at Ferry County
 My Commission expires May 20, 2001