

08/19/2025 02:22:13 PM

7435534

Recording Fee \$350.50 Page 1 of 48  
Covenant SPOKANE RV RESORT OWNERS ASSOCIATION  
Spokane County Washington



Restated Declaration of Covenants, Conditions, and Restrictions  
for Spokane RV Resort Owners' Association, Inc.  
(also known as Deer Park RV Owners Association)

Designated as a 55-Plus Community under the Housing for Older Persons Act (HOPA)  
and RCW 49.60.222. See Section 8 for residency restrictions and verification procedures.

**Reference Number(s) of Related Documents:**

Original Declaration recorded under Spokane County Auditor's File No. 4851662  
Amendments 1 through 8 as adopted by the Association

**Grantor(s):**

Spokane RV Resort Owners' Association, Inc.  
(also known as Deer Park RV Owners Association)

**Grantee(s):**

Parcel Owners within the Spokane RV Resort Condominium

**Legal Description:**

See Exhibit A attached hereto and incorporated herein by reference.

36-29-42 NW & NE ¼

**Assessor's Property Tax Parcel Number(s):**

See Exhibit B attached hereto and incorporated herein by reference.

29361-0012 Additional Parcel Pages 44-46

**Return Address After Recording:**

Deer Park RV Owners Association  
P.O. Box 1997  
Deer Park, WA 99006

**Prepared by:**

Jane Dodge, Secretary, CC&R Restatement Committee  
Deer Park RV Owners Association

**RESTATED DECLARATION OF  
COVENANTS, CONDITIONS & RESTRICTIONS  
(CC&RS)**

**Restated Declaration of Covenants, Conditions, and Restrictions  
Deer Park RV Owners' Association  
*(formerly known as Spokane RV Resort,  
at Deer Park Golf and Country Club, a Condominium)***

NOTE: This Restated Declaration includes the original CC&Rs document, recorded February 25, 2003, and incorporates the following amendments:

- Amendment 1 – recorded December 17, 2010
- Amendment 2 – recorded March 3, 2012
- Amendment 3 – recorded February 22, 2013
- Amendment 4 – recorded August 27, 2013
- Amendment 2 (Amended) – recorded September 19, 2013
- Amendment 6 – recorded December 18, 2019
- Amendment 7 – recorded September 4, 2022
- Amendment 8 – recorded August 19, 2025

## TABLE OF CONTENTS

**Amended and Restated Declaration of Covenants,  
Conditions, and Restrictions  
Deer Park RV Owners' Association  
*(formerly known as Spokane RV Resort,  
at Deer Park Golf and Country Club, a Condominium)***

TABLE OF CONTENTS	PAGE NO
RECITALS	3
1. Definitions and Interpretations	4
2. Description of Property and Access	8
3. Identifying Number and Description of Parcel Boundaries	8
4. Description of Common Elements	9
5. Allocated Interests in the Common Elements	10
6. Owners' Association	10
7. Management of Condominium	15
8. Use and Occupancy Restrictions	19
9. Common Expenses and Assessments	27
10. Insurance	33
11. Compliance with Declaration	34
12. Limitation of Liability	34
13. Mortgage Protection	35
14. Easements	37
15. Amendment of Declaration and Survey	39
16. Combined Parcels	39
17. Miscellaneous	40

**DECLARATION OF COVENANTS, CONDITIONS  
AND RESTRICTIONS FOR  
SPOKANE RV RESORT OWNERS ASSOCIATION, INC.  
(also known as Deer Park RV Owners Association)**

*Designated as a 55-Plus Community  
under the Housing for Older Persons Act (HOPA) and RCW 49.60.222.  
See Section 8 for residency restrictions and verification procedures.*

This Restated Declaration of Covenants, Conditions and Restrictions for **Spokane RV Resort Owners' Association, Inc.** (also known as **Deer Park RV Owners' Association**) is made pursuant to the authority granted in **RCW 64.34.264** and **RCW 64.34.352**, and with the approval of the required percentage of Parcel Owners. This Restated Declaration supersedes and replaces the original Declaration recorded under Spokane County Auditor's File No. **4851662**, and incorporates all provisions from Amendments 1 through 8 as adopted by the Association.

**RECITALS**

- A. The original Declaration of Covenants, Conditions and Restrictions for Spokane RV Resort was recorded on February 25, 2003, under Spokane County Auditor's File No. 4851662, as amended from time to time.
- B. Warren Developments, Inc. was named as the original Declarant in the 2003 Declaration.
- C. Pursuant to Section 20.4 of the Declaration and consistent with Washington law, control of the Association was transferred from the Declarant to the Parcel Owners.
- D. From 2003 to 2025, Amendments 1 through 8 were recorded to revise various provisions of the Declaration, including responsibilities for maintenance, membership voting procedures, parcel designations, assessment structures, vehicle restrictions, and use of the Dog Park area.
- E. This Restated Declaration integrates the original Declaration and Amendments 1 through 8, including all modifications approved by the Association. This document supersedes and replaces those previous versions in their entirety.
- F. The original Declarant stated that it was the intent of the Deer Park Golf Club to continue as a long-term amenity serving the Condominium community.

- G. The Association has elected to operate as a community intended and operated for occupancy by persons fifty-five (55) years of age or older, in compliance with the Housing for Older Persons Act (HOPA) and the Fair Housing Act. The Board adopted a resolution in September 2022 to authorize the 55-Plus designation, which was approved by the required vote of the owners on October 14, 2022. The designation was reaffirmed by vote of the membership at the Annual Meeting on June 10, 2025, as part of the approval of Amendment 8. This Restated Declaration incorporates the provisions necessary to maintain the Association's status as a qualified housing community for older persons.
- H. This Restated Declaration reflects the Association's transition to self-governance by the Parcel Owners and removes outdated provisions related to the Declarant, while also clarifying and updating provisions for modern application under Washington State Laws, including RCW 64.34 as amended F1.6.9 and Spokane County ordinances.

## **1. DEFINITIONS AND INTERPRETATIONS**

### **1.1 Interpretation Consistent with the Act**

Words used herein shall have the definition given such words in the Act, in the foregoing recitals and hereinafter unless the context thereof indicates otherwise or as may otherwise be excepted herein.

### **1.2 Plural, Singular, Gender**

The singular may include the plural and the masculine may include the feminine, or vice versa, where the context so admits or requires.

### **1.3 Captions and Exhibits, etc.**

Captions given to the various Sections herein are for convenience only and are not intended to modify or affect the meaning of any of the substantive provisions hereof. The various exhibits referred to herein and attached hereto shall be deemed incorporated herein by reference as though fully set forth where such reference is made. Capitalized items shall have the meanings given in Section 1.6 hereof and/or in the Act.

### **1.4 Liberal Construction**

The provision of this Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan for the development and operation of this Condominium under the provisions of the laws of the State of Washington as they may now exist or hereafter be amended. The provisions of the Act as the same may now exist or hereafter be amended under which this Declaration is operative

shall be liberally construed to effectuate the intent of the Declaration. All provisions of this Declaration and the Bylaws (defined below) are severable. In the event of a conflict between the provisions of the Declaration and the Bylaws, this Declaration shall prevail, except to the extent it may be inconsistent with the Act. The creation of the Condominium shall not be impaired and title to a Parcel and its Allocated interest in the Common Elements (defined below) shall not be rendered unmarketable or otherwise affected by an insignificant failure of this Declaration or the Survey or any amendment hereto or thereto to comply with the Act.

### **1.5 Covenants running with Property**

It is intended that this Declaration shall be operative as covenants running with the Property or equitable servitudes supplementing and interpreting the Act and operating independently of the Act should the Act be, in any respect, inapplicable. In the event that a court of competent jurisdiction determines that this Declaration does not satisfy the requirements of the Act for any reason and that the provisions of this Declaration are not applicable as covenants running with the Property or equitable servitudes, the Owners of Parcels shall be tenants in common of said property and have their respective "Allocated Interests" in the property the fractions or percentages of ownership provided in Section 6 hereof.

### **1.6 Definitions**

In the Declaration, unless specifically provided otherwise or unless the context requires otherwise (capitalized terms within any term defined herein also being defined herein)

1.6.1 Act means the Washington Condominium Act, Laws of 1989, Chapter 43 (RCW 64.34) as amended.

1.6.2 Allocated Interests means the individual interest in the Common Elements, Common Expenses liability, and votes in the Association allocated to each Parcel as more particularly provided for in Section 6 and Exhibit C of this Declaration.

1.6.3 Architectural Control Guidelines refers to the "Architectural and Lot Improvement Guidelines", as such Guidelines may be amended from time to time.

1.6.4 Articles means the Articles of Incorporation of Spokane RV Resort Owners' Association, as such Articles may be amended from time to time.

- 1.6.5 Assessment means all sums chargeable by the Association against a Parcel, including without limitation:
- a) Regular and special assessments for Common Expenses, charges, and fines imposed by the Association;
  - b) Interest and late charges on any delinquent account;
  - c) Costs of collection, including reimbursable attorney's fees incurred by the Association in connection with the collection of a delinquent Owner's account.
- 1.6.6 Association means and refers to "Spokane RV Resort Owners Association", formed to be a Washington Non-Profit corporation, organized under the Act, its successors and assigns as more particularly provided for in Section 7 of this Declaration. It shall be known in the future as "Deer Park RV Owners Association".
- 1.6.7 Association Rules means the Rules and Regulations promulgated from time to time by the Board of Directors.
- 1.6.8 Board means the Board of Directors of the Association who have the primary authority to manage the affairs of the association.
- 1.6.9 By-Laws refers to the By-Laws of the Association as amended from time to time.
- 1.6.10 Common Areas means the property owned by, or otherwise maintained, repaired, or administered by the Association. The Common Areas shall include the northeast corner, defined in the survey map as Tract D, which contains the fenced Dog Park and utility shed. This is the only Common Area of the Association.
- 1.6.11 Common Expenses means expenditures made by or financial liabilities of the Association, together with any allocations to reserves.
- 1.6.12 Common Expense Liability means liability for Common Expenses allocated to each Parcel pursuant to Section 10 of this Declaration.
- 1.6.13 Condominium means the Property, portions of which are designated for separate ownership and the remainder of which is designated for common ownership solely by the Owners of those portions, as created as a condominium by this Declaration and related Survey Map and Plans.

- 1.6.14 Conveyance means any transfer of the ownership of a Parcel, including transfer by deed or by real estate contract, but shall not include a transfer solely for security.
- 1.6.15 Declaration means this document as it now exists and as it may later be amended from time to time, as recorded in the office of the Spokane County Auditor.
- 1.6.16 Dog Area means the corner lot of the Association area, known as Tract D. This is the only Common Area for the Association. It includes the fenced section intended as a dog run and the Utility Shed.
- 1.6.17 Identifying Number means the unique legal description or numerical designation assigned to each Parcel within the Condominium.
- 1.6.18 Member means a Parcel Owner, as defined in Section 7, and shall be entitled to the rights and privileges of membership in the Association.
- 1.6.19 Owner means the owner of record, whether one or more persons or entities, of fee simple title to any Parcel in the Property, including contract buyers, unless otherwise stated in Section 7. Owner does not include a lessee or renter of a Lot, or any party holding a security interest only.
- 1.6.20 Parcel means a "unit", which is an envelope of space, the horizontal boundaries as shown on the Survey Map and Plans, to be used for the siting of a Recreational Vehicle and appurtenances as described.
- 1.6.21 Person means a natural person, corporation, partnership, Limited Partnership, trustee, governmental subdivision or agency or other legal entity.
- 1.6.22 Property and Real Property refer to that certain real, personal or mixed property affected by this Declaration, including all structures, improvements, fixtures, easements, and appurtenant rights. 'Real Property' includes the land itself.
- 1.6.23 Purchaser means any person who acquires a legal or equitable interest in a Parcel, excluding (a) a leasehold interest of less than twenty (20) years, or (b) an interest held solely as security for an obligation.
- 1.6.24 Recreational Vehicle means a commercially manufactured recreational vehicle, of such exterior material and design as approved by the Board,

used primarily to provide temporary living quarters for recreational or seasonal use, and not exceeding forty-five (45) feet in length nor more than fifteen (15) feet in width when deployed on a Parcel, inclusive of slide-outs.

1.6.25 Recreational Dwelling Purposes means use for dwelling or recreational purposes, or both.

1.6.26 Senior Housing means a community intended and operated for occupancy by persons 55 years of age or older, in accordance with the Fair Housing Act and the Housing for Older Persons Act (HOPA).

1.6.27 Survey means the Survey Map and Plans of Spokane RV Resort, A Condominium recorded in the office of the Auditor of the Spokane County, Washington, and any amendments, replacements or substitutions.

## **2. DESCRIPTION OF PROPERTY AND ACCESS**

### **2.1 Property**

The real property subject to this Declaration consists of the parcels designated as Phase 1, 2, and 3, currently known as Lots 94 through 161.

### **2.2 Access**

Each Parcel has either direct access to the public portion of Country Club Drive or to internal private roadways—including the privately maintained portion of Country Club Drive—which are owned and maintained by G7. These roadways are not Common Elements of the Association and are not maintained by the Association.

## **3. IDENTIFYING NUMBER AND DESCRIPTION OF PARCEL BOUNDARIES**

The identifying number of each Parcel is shown on Exhibit B attached. The boundaries of each Parcel are defined and delineated on the Survey. The minimum approximate square footage of any Parcel is 2,900 square feet. Each Parcel is located on ground level. Each Parcel includes the air space and improvements encompassed therein, and is subject to the Deer Park Municipal Airport Easement.

## 4. DESCRIPTION OF COMMON ELEMENTS

### 4.1 Common Elements:

The only Common Element of the Association is Tract D, as shown on the Survey, which includes the Dog Park and the Utility Shed.

#### 4.1.1 Gates

The Association is responsible for entrance gates and any sign easements related to the community.

### 4.2 Owner's Easements of Enjoyment

Based on the "Covenant for Amenity and Common Utilities Usage," dated December 5, 2019, every Owner shall have a nonexclusive right and easement of enjoyment in the Common Elements, which shall be specific to and pass with title to every Parcel. Such right and covenant shall be subject to reasonable Rules and Regulations adopted by the Board, which may include, but are not limited to:

#### 4.2.1 Suspension of Voting Rights

The right of the Association to suspend the voting rights and recreational facility use of an Owner for any period during which Assessments against an Owner's Parcel remain unpaid, and for a period not to exceed sixty (60) days, for any infraction of the Association's Rules and Regulations;

#### 4.2.2 Guests

The right of the Association or Grapevine 7, Inc. (G7), operators of Deer Park RV Resort, to limit the number of guests of an Owner that may use the Common Elements at a given time.

#### 4.2.3 Others

Other rights of the Association as set forth in this Declaration or in the Act.

### 4.3 Delegation of Use

In accordance with the Bylaws, and as restricted by this Declaration, any Owner may delegate their right of enjoyment in and to the Common Elements to their family members, tenants, guests, and invitees, subject to any limitations adopted by the Association or the Board.

## **5 ALLOCATED INTERESTS IN THE COMMON ELEMENTS**

The Allocated Interests of each Parcel in the Common Elements and for all purposes, including voting Assessments and ownership, shall be the fraction resulting from the numerator of one Parcel and the denominator of the number of Parcels then submitted to the Condominium. The calculation of Allocated Interests after combining Parcels shall be governed by the provisions on Alteration, Relocation, Subdivision, and Combining of Parcels, as set forth in this Declaration. The ownership interests shall not be altered by variations in selling prices.

## **6 OWNERS' ASSOCIATION**

### **6.1 Form of Association**

The Association shall administer the Condominium and shall be a nonprofit incorporated association formed under the provisions of this Declaration and the Act. For legal and administrative purposes, the Association may use the name "Deer Park RV Owners' Association," while retaining the right to use "Spokane RV Resort Owners' Association" as an alternate or historically recognized name.

### **6.2 Membership**

#### **6.2.1 Qualification**

Each Owner shall be a member of the Association and shall be entitled to one membership for each Parcel owned; provided, if a Parcel has been sold on contract, the control purchaser shall exercise the rights of the Owner for purposes of the Association, this Declaration and the By-Laws, except as may be provided, and shall be the voting Owner unless otherwise specified in the contract of sale. Ownership of a Parcel shall be the sole qualification for membership in the Association and membership shall consist exclusively of Parcel Owners.

#### **6.2.2 Transfer of Membership**

The Association membership of each Owner specific to the Parcel membership and shall not be assigned, transferred or pledged in any way except by transfer of title to the Parcel. Any other transfer shall be void. Any disposition of an Owner's interest in a Parcel shall operate automatically to transfer the membership in the Association to the new Owner.

#### **6.2.3 Notice of Sale; Resale Certificate**

Parcel Owners and any subsequent Buyer or Buyer(s) of a Parcel shall provide immediate written notice to the Association of any purchase or sale of a Parcel. In accordance with RCW 64.34.425, the Buyer shall ensure that a Resale Certificate has been requested and issued by the Association prior to closing. The Resale Certificate shall include the

information required by law and may be prepared by the Association or its designated agent.

### **6.3 Voting**

#### **6.3.1 Number of Votes**

The total voting power of all Owners shall be equal to the total number of Parcels in the Condominium. The total number of votes available to Owners shall be one vote per Parcel owned.

#### **6.3.2 Voting Owner**

There shall be one (1) voting representative of each Parcel. If only one of the multiple Owners is present at a meeting, that Owner is entitled to cast the vote allocated to that Parcel; if multiple Owners are present and one of them casts the vote allocated to that Parcel without prompt protest to the person presiding at the meeting by any other Owner of that Parcel, the vote shall be valid.

#### **6.3.3 Joint Owner Disputes**

The vote for a Parcel must be cast as a single vote. Fractional votes will not be allowed. If Joint Owners are unable to agree amongst themselves as to how their vote shall be cast, they shall lose their right to vote on the matter in question. If more than one vote is cast for a particular Parcel, none of the said votes shall be counted and said votes shall be deemed void.

### **6.4 Meetings, Audits, Notices of Meetings, Quorum**

#### **6.4.1 Annual Meetings, Special Meetings**

There shall be an annual meeting of the Owners in the second quarter of each year (or such other date as the Board by resolution or the Association may designate) at such reasonable place and time as may be designated by written notice of the Board mailed or delivered to the Owners not less than ten (10) days nor more than sixty (60) days prior to the date fixed for said meeting.

Special meetings of the Owners may be called at any time for the purpose of considering matters for which rules and regulations adopted pursuant hereto require the approval of all or some of the Owners or for any other reasonable purpose. Such meetings shall be called by written notice of the President of the Association or upon written request by Owners having at least sixty percent (60%) of the total votes. The notice shall be delivered not less than ten (10) days nor more than sixty (60) days prior to the date fixed for the meeting.

The notice for any meeting shall specify the date, time, place of the meeting, and the items on the agenda to be voted on by the members, including the general nature of any proposed amendment to this Declaration or Bylaws, changes in the previously approved budget that result a change of Assessment obligation, and any proposal to remove a director or officer of the Association.

6.4.2 Quorum

The presence in person or proxy at the beginning of an Association meeting of Owners or their agents having twenty-five percent ((25%) or more of the total votes of the Association shall constitute a quorum.

6.4.3 Proxy Votes

Votes allocated to a Parcel may be cast a proxy duly executed by the Parcel Owner, provided such proxy is in writing, signed by the Owner and filed with the Board of the Association prior to the date of the meeting in which such vote is cast. If more than one person owns a Parcel, any Owner of the Parcel may vote or register protest to the casting of proxy. A Parcel Owner may not revoke a proxy except by actual notice of revocation to the person presiding over a meeting of the Association. A proxy is void if it is not dated or is purported to be revocable without notice. A proxy terminates eleven (11) months after the date of its issuance unless otherwise stated in the proxy.

6.4.4 Audit

At the annual meeting, there shall be presented an audit (or review if authorized by the Association) of the Common Expenses for the preceding calendar year (or fiscal year, if adopted by resolution of the Board or the Association) and the allocation to each Owner and the estimated Common Expenses for the coming calendar year (or fiscal year, if adopted by resolution of the Board or Association). The Board at any time, or by written request of Owners who have at least sixty percent (60%) of the total allocated votes in the Association, may require an audit (or review if authorized by the Association) of the Association and management books be presented at a special meeting. An Owner may, at his/her own cost and expense, at any time make or cause an audit or review to be made of the books of the Board and Association.

6.4.5 Budget

The Board shall submit a budget summary to the Owners and review the budget at a meeting of Owners within thirty (30) days of its adoption. The budget shall be deemed ratified, even if no quorum is present at the meeting, unless a majority of the voting power dissents, or the Board fails to provide for the required Owner's review of the budget summary.

6.4.6 Surplus Funds

Any surplus funds of the Association after payment of or provision for Common Expenses and any prepayment of reserves shall, in at the discretion of the Board, either be paid to the Parcel Owners in proportion to the Common Expense Liabilities or credited in reduction of their future Common Expense Assessments.

**6.5 Bylaws of Association**

6.5.1 Amendment of Bylaws

The Bylaws may be amended by sixty percent {60%} of the allocated votes at a meeting of the Association duly held for that purpose. Notice of the time, place and purpose of such meeting shall be delivered to each Owner at least ten (10) days, but not more than sixty (60) days prior to such meeting.

6.5.2 Bylaws Provisions

The Bylaws shall include applicable provisions of this Declaration and may contain supplementary, provisions regarding operation of the Condominium and administration of the Property. The Bylaws shall provide for:

6.5.2.1 The manner, qualifications, powers, duties, terms of office, and manner of electing and removing the Board members and officers and filling vacancies;

6.5.2.2 Election by the Board of such officers of the Association as the Bylaws specify;

6.5.2.3 Which, if any, of its powers the Board or officers may delegate to other persons or to a managing agent;

6.5.2.4 Which of the Association officers may prepare, execute, certify, and record amendments to the Declaration on behalf of the Association;

#### 6.5.2.5 The method of amending the Bylaws

Subject to the provisions of this Declaration, the Bylaws may provide for any other matters the Association deems necessary and appropriate. Any other provisions contained in the Act or this Declaration, for purposes of appointing or electing officers or directors of the Association, the term "Owner" shall be deemed to include any director, officer, partner in, or trustee of any person, who is, either alone, or in conjunction with another person or persons, an owner. Any officer or Director of the Association who would not be eligible to serve as such if he or she were not a Director, officer, partner in or trustee of such a person shall be disqualified from continuing in office if he or she ceases to have any such affiliation with that person, or if that person would have been disqualified from continuing in such office as a natural person.

### **6.6 Association Records**

The Association shall keep financial records sufficiently detailed to enable the Association to comply with the resale certificate requirements of the Act. All financial and other records of the Association, including but not limited to checks, bank records, and invoices, are the property of the Association and shall be made reasonably available for examination and copying by the manager of the Association, by any Owner, or the Owner's authorized agents.

At least annually, the Association shall prepare, or cause to be prepared, a financial statement of the Association, which shall be audited by a Certified Public Accountant unless the audit is waived by a majority of the votes cast at a meeting of the Association, based on the Quorum (25%) voting requirements of the Association.

Association funds shall be kept in bank accounts in the Association's name and shall not be commingled. Payments expending funds of the Association must be signed by two officers or directors of the Association and approved in advance by the Association Treasurer and the authorized accounting CPA firm representing the Association.

### **6.8 Utility Services**

Water, sewer, garbage, and internet service for the Property are provided by Grapevine 7, Inc. (G7) pursuant to the 2013 Covenant Agreement. Owners are responsible for electrical service to their individual Parcels and any additional services arranged privately.

## 7 MANAGEMENT OF CONDOMINIUM

### 7.1 Management by Board

#### 7.1.1 Election

The Owners shall elect a Board of at least three members, all of whom must be Owners. The Board shall elect the officers. The Board and officers shall take office upon election. At each annual meeting, the Owners shall elect directors to replace those whose term has expired.

Nominations of a slate of candidates for Boards may be made by a nominating committee composed of three (3) or more Owners who are not Board members, selected by the Board. Additional nominations may be made by any owner.

#### 7.1.2 Term

Members of the Board shall be elected for a term of three (3) years or such lesser term as may from time to time be provided by the By-laws. The members of the Board shall serve until their respective successors are elected or until their death, resignation or removal; PROVIDED, HOWEVER, that if any member ceases to be an Owner (including the special definition of Owner in Section 7.5.2), that person's membership in the Board shall terminate. In the event of a vacancy occasioned by any cause other than removal, the remaining Board Members may select a replacement Board member who shall serve out the remaining term of the Director they replaced.

#### 7.1.3 Conflict of Interest

To prevent a conflict of interest with the RV Resort, and in order to maintain neutrality in decision-making, a majority of the Association's Board members shall not be employees of the RV Resort or its affiliated business entities.

#### 7.1.4 Removal

Any Board member may be removed from membership on the Board by the Owners, with or without cause, and a successor elected for the unexpired term, by a two thirds (2/3) vote of the voting power in the Association present and entitled to vote at any meeting of the Owners at which a quorum is present.

#### 7.1.5 Proceedings

A quorum is deemed present throughout any meeting of the Board if persons entitled to cast fifty percent (50%) of the votes on the Board are present at the beginning of the meeting. The decision of a majority

of those present shall be the act of the Board. From its membership, subject to Section 7.1 hereof, the Board shall elect a president of the Board and the Association who shall preside over both its meetings and those of the Owners. The Board shall additionally elect a Vice-President, a Secretary, and a Treasurer. The latter two offices may be combined. Meetings of the Board may be called, held, and conducted in accordance with this Declaration and such Bylaws and regulations as the Board may adopt. The Board may also act without a meeting by unanimous written consent of its members as evidenced by their signatures upon any minutes or resolutions of the Board.

## **7.2 Authority of the Board**

The Association through the Board of Directors shall enforce the provisions of this Declaration and the Bylaws for the benefit of the Condominium and the Owners and shall have all of the powers and authority permitted to the Association under the Act and this Declaration.

### **7.2.1 Delineation of Authority**

Such authority includes, but is not limited to, the power to do the following:

7.2.1.1 Adopt, amend, and enforce Bylaws, Rules and Regulations.

7.2.1.2 Adopt and amend budgets for revenues, expenditures, and reserves, and impose and collect Assessments for Common Expenses from Owners.

7.2.1.3 Hire and discharge or contract with independent contractors.

7.2.1.4 Engage in litigation proceedings in the Association's name on behalf of itself or two or more Owners on matters affecting the Condominium.

7.2.1.5 Make contracts and incur Common Expense Liabilities.

7.2.1.6 Regulate the use, maintenance, repair, replacement, and modification of Common Elements.

7.2.1.7 Improve the Common Elements.

7.2.1.8 Acquire, hold, convey, and encumber real and personal property subject to the provisions of RCW 64.34.348.

7.2.1.9 Grant easements, leases, increases and concessions over and

through Common Elements and petition for and consent to vacation of streets and alleys adjacent to the Condominium.

7.2.1.10 Charge fees for use of Common Elements and Limited Common Elements (except those described in Section 5.2) and for services provided to Owners.

7.2.1.11 Impose and collect charges for late payment of Assessments pursuant to RCW 64.34.425, after ten (10) days' notice and opportunity for hearing before the Board in accordance with the Bylaws and Rules and Regulations of the Association, and levy reasonable fines in accordance with a previously established schedule adopted by the Board and given to the Owners for violations of the Declaration, Bylaws and/or Rules and Regulations of the Association.

7.2.1.12 Impose and collect reasonable charges for the preparation and recording of Amendments to the Declaration, resale certificates, and statements of Assessments.

7.2.1.13 Provide for indemnification of officers of the Board and purchase directors and officers liability insurance.

7.2.1.14 Exercise any other power conferred by the Declaration or the Bylaws or exercisable by any other non-profit corporation not inconsistent herewith, and any other power necessary and proper for the governance and operation of the Association.

### 7.3.1 Common Expense Liabilities

Common Expense Liabilities shall be limited to those necessary for the operation, maintenance, and enjoyment of the Dog Park Area and its related structures or property.

### 7.3.2 Dog Park Area Common Expenses

The Common Expense Liability for the Dog Park Area shall include:

- a) Insurance policies as required in the Bylaws;
- b) Legal and accounting services for administration of the Dog Park Area;
- c) Maintenance, repair, landscaping, furnishing, and equipping the Dog Park Area;
- d) Payment of expense liabilities for the Dog Park Area;
- e) Purchase of personal property for the benefit of the Owners in the name of the Association. The beneficial interest in

such property shall be owned by the Association Members and shall be held, sold, rented, mortgaged, or otherwise dealt with for the benefit of the Owners and the Association as the Board may direct.

#### 7.3.3 Limitations on Expenditures

The Board shall not acquire real property or personal property valued in excess of Ten Thousand Dollars (\$10,000) by lease or purchase or acquire and pay out of the Common Expenses Fund for alterations, capital additions and improvements (other than for purposes of restoring, repairing or replacing portions of the Common Elements) having a total cost in excess of the sum of Ten Thousand Dollars (\$10,000), without first obtaining the affirmative vote of Owners holding a majority of the allocated votes present or represented at a meeting called for such purpose, or if no meeting is held, then the written consent of voting Owners having a majority of the allocated votes; PROVIDED, HOWEVER, any expenditures or contracts for alterations, capital additions or improvements in excess of the sum of Fifty Thousand Dollars (\$50,000) must be approved by Owners having not less than sixty percent (60%) of all allocated votes of the Association.

#### 7.3.4 Entry to Parcels

The Board may enter any Parcel when necessary, in connection with any maintenance, landscaping or construction for which the Board is responsible or in the event of emergencies. Such entry will be made with as little inconvenience to the Owners as practicable, and any damage caused thereby shall be repaired by the Board out of the Common Expense fund if the entry was due to an emergency (unless the emergency was caused by or is the responsibility of the Owner of the Parcel entered) or for the purpose of maintenance, or repairs to Common Elements where the repairs were undertaken by or under the direction or authority of the Board, or if the repair or maintenance is requested or necessitated by the Owner of such parcel. Nothing shall be construed as granting the Association any right to enter any recreational vehicle located on a parcel without the Owner's consent.

#### 7.3.5 Power of Attorney

Each Owner by the act of becoming an Owner of a Parcel shall irrevocably appoint the Association as such Owner's attorney in fact, with full power or substitution to take such action as may be reasonably necessary to properly perform the duties of the Association and the Board hereunder, including but not limited to, the duties to maintain, repair and improve the Condominium or Property, to deal

with parcels or the Owners thereof upon damage, destruction, condemnation or a taking (subject to the provisions of Section 13) to secure insurance proceeds.

**7.3.6 Standard of Care**

Board members shall be held to a standard of ordinary and reasonable care in exercising power and authority.

**7.3.7 Indemnification**

The Association shall indemnify its Directors and Officers against all liability, damage, and expenses arising from or in connection with service as directors and Officers with this Association to the maximum extent and under all circumstances permitted by law.

## **8 USE AND OCCUPANCY RESTRICTIONS**

### **8.1 Limitation on Uses and Occupancy**

Each parcel is restricted to the following:

**8.1.1 Residence**

Seasonal or recreational residential use by the parking and occupancy of one Recreational Vehicle on one parcel, or on certain Parcels in an area or areas to be designated by resolution of the Board of Directors of the Association from time to time.

**8.1.2 Parking**

The parking of no more than two licensed motor vehicles, in addition to the Recreational Vehicle, on a Parcel shall be permitted.

**8.1.3 Placement of other Structures and Improvements upon a Parcel**

The placement of any structures or improvements on a Parcel without prior written approval by the Board or its authorized representative is hereby prohibited.

**8.1.4 Year-Round Occupancy**

The Association shall not limit the period of time a Parcel may be occupied. Parcels may be used for year-round occupancy, subject to all applicable laws and regulations.

**8.2 Additions to a Parcel**

No structures, improvements, landscaping, or other permanent or semi-permanent additions shall be made to a Parcel without prior written approval from the Board. Owners must review the Architectural Guidelines and submit a written request for any proposed changes. Work may not begin until written approval has been granted.

Unapproved additions may be subject to removal by the Association and enforcement action as outlined in the Governing Documents.

**8.3 Approval**

Owners placing a Recreational Vehicle or other permitted item upon a Parcel, or making any additions or improvements, must ensure conformance with this Declaration, the reasonable rules, Design Criteria, and restrictions of the Association as identified in the Architectural Control Guidelines.

Where a building permit or other governmental permit is also required, Owners shall obtain such permit(s) from the appropriate governmental agency or agencies and provide evidence thereof to the Association before commencement of any work on a Parcel.

**8.4 Setbacks**

Recreational Vehicles and any other permitted structures, additions or improvements, whether permanent or semi-permanent, shall be located on Parcels in compliance with governmental setback requirements and rules of the Board as defined in the Architectural Control Guidelines.

**8.5 No tents**

No tents or sheds may be used at any time as a residence in the Condominium.

**8.6 Business Use and Nuisance Restrictions**

8.6.1 No illegal, disruptive, or offensive activities may be conducted on any Parcel or within the Common Elements. This includes any activity that is unlawful, sexually explicit, causes excessive noise or traffic, promotes the use or sale of controlled substances, or otherwise diminishes the character, safety, or appearance of the Association.

8.6.2 No portion of the Property may be used for business, professional, commercial, religious or institutional purposes, except for Association-related functions as authorized by the Board.

8.6.3 Nothing shall be done to or within a Parcel or Recreational Vehicle, which will increase the rate of insurance on the Common Elements, or other Parcels.

8.6.4 Each Parcel and RV shall be maintained in clean and orderly condition. No rubbish or debris shall be allowed to accumulate on or around a Parcel or RV in a manner that causes unsightly, unsanitary, or unsafe conditions.

## **8.7 Signs**

No billboard or sign shall be displayed upon any Parcel, on the outside of any Recreational Vehicle, in any window, or on any vehicle parked on the Property, except:

- Parcel number identification signs that meet the written rules and regulations of the Board;
- Signs permitted under the Architectural Control Guidelines, including name signs not exceeding 20" x 15".

"For Sale" and "For Lease" signs are specifically prohibited from being placed on any Parcel. The Property is declared to be a community free from solicitation and other forms of commercial advertising.

No signs shall be placed on the Common Elements without prior written consent of the Board.

To facilitate the sale of Parcels and Recreational Vehicles, a designated "For Sale" Notice Board shall be maintained inside the Recreational Clubhouse. Only Owners may post sale notices, and such notices must be in a standard form authorized by the Board or its designated representative.

## **8.8 Outside Lighting**

Except for lighting installed by the Association, G7, or as part of a security device, no spotlights, floodlights, or other high-intensity lighting shall be installed or used on any Parcel in a manner that reflects light onto another Parcel, any improvements thereon, or the Common Elements, without the prior written consent of the Board.

## **8.9 Animals**

No animals other than two (2) generally recognized domestic house pet animals shall be maintained in a Recreational Vehicle, and then only if kept as pets. No animal shall be allowed to make an unreasonable amount of noise (as determined by the Board or otherwise become a nuisance. (See specific Rules and Regulations regarding keeping of pets on a Parcel.)

## **8.10 Regulation of Parking**

8.10.1 All vehicles must be parked on their Owner's Parcel or in other areas as designated by the Board from time to time, in writing, by its rules and regulations, except as varied by written rules adopted by the Board.

- 8.10.2 Residents may park two licensed vehicles and one golf cart on their lot, on paved area only. An exception for loading or unloading other vehicles (i.e., boats and trailers, utility trailers, and other Owner equipment) on the parking place is allowed for up to seventy-two (72) hours.
- 8.10.3 No vehicles shall be parked on or extend over any Common Element roadway within the Condominium overnight.
- 8.10.4 *Exception for parking behind Lots 94–134 (even-numbered lots on the east side of the Association only):*  
Owners will be allowed to remove grass and existing tree to add gravel for parking one (1) licensed passenger vehicle behind their RV on the east end of the lot. No vehicle will be allowed to park on or overlap the east property boundary line.
- 8.10.5 All improvements, changes, or additions to any lot are to be submitted to the Board of Directors or their designee in writing as defined in the Architectural Guidelines and must comply with all Association Guidelines and Rules.
- 8.10.6 Until written authorization has been received from the Board, or its authorized representative, no work or contracting for services or ordering of supplies or other additions may be started.

**8.11 Windows**

No reflective materials, including, but not limited to aluminum foil, reflective screens or glass, mirrors or similar type items, shall be permitted on any Parcel, except within a recreational vehicle so as not to be visible from outside the recreational vehicle, except as permitted by the Board.

**8.12 Laundry Facilities**

Outside clothes lines or other outside facilities for drying or airing clothes shall not be placed on any portion of the Property. No washing machines or dryers shall be kept or maintained on any Parcel, except within a Recreational Vehicle. Modern Laundry Facilities are provided for the use of Owners and Guests within the Property.

**8.13 Mineral Exploration**

No portion of Property shall be used in any manner to explore for or to remove any water, oil or other hydrocarbons, minerals of any kind, gravel, earth, or any earth substance of any kind.

#### **8.14 Storage of Boats, Trailers, and Trash**

All boats, equipment, and storage boxes shall be kept so as to conceal them from view of neighboring property and the roadways and streets. Boats and trailers, utility trailers, and other Owner equipment may be stored on a Parcel for up to seventy-two (72) hours for loading, unloading, or preparation for use.

Rubbish, trash, and garbage shall not be burned or allowed to accumulate on any Parcel or elsewhere on the Property. All trash, rubbish, and garbage shall be stored within the Recreational Vehicle until disposed of properly.

#### **8.15 Noise Restrictions**

The use of outdoor sound equipment, including speakers, televisions, or musical devices, is permitted provided it does not cause a nuisance or disturb the Association or neighboring parcels. Generators used for emergencies and security devices used exclusively for security purposes are exempt from this provision.

Owners and guests should ensure that recreational equipment such as scooters, e-bikes, and small motorcycles are used in a manner that is non-offensive. Frequent or high-speed riding, is discouraged in the Association area.

#### **8.16 Rentals**

An Owner may rent a Parcel to no more than two (2) adults who meet the 55-Plus requirement for recreational purposes, provided the rental period is for a continuous period of at least seven (7) days and is governed by a written lease. The Owner must notify the Board of Directors by e-mail including the start date of the rental and the renter's contact information.

##### **8.16.1 Lease Provisions**

All leases shall contain a provision in which the tenant agrees to submit to the terms and conditions of this Declaration, the Articles, the Bylaws and the Rules and Regulations adopted by the Board as though such tenant were an Owner. Each Owner shall cause the tenant, occupant or persons living with the Owner or with the tenant, to comply with this Declaration, the articles, the Bylaws, and rules and regulations adopted by the Board, and the Owner shall be responsible and liable for all violations and losses caused by the Owner's tenants and occupants, tenants and visitors, notwithstanding the fact that the tenants and occupants of the Parcel should also be fully liable for the violations.

##### **8.16.2 Rights of Association Against Tenants**

In the event that a tenant, occupant, or persons living with the tenant violates a provision of the Declaration, the Articles, the Bylaws or Rules and Regulations adopted by the Board, the Association shall have the power to bring an action or suit against the tenant to recover sums due for damages or for injunctive relief, or for any other remedy available at law or equity. The Association's costs in so doing, including, but not

limited to, reasonable attorney's fees, together with interest as provided in Section 10.7 shall be reimbursed by the tenant to the Association and shall constitute a lien on the applicable Parcel which may be enforced in the manner described in Section 10.7.

8.16.3 Timesharing of a Parcel is prohibited. Owners shall not participate in the loaning, renting, leasing or other form of compensated contractual "sharing" arrangement with third parties (except as specifically provided herein). The joint ownership of a Parcel shall not be deemed a timeshare under this provision.

**8.17 Obstruction of Common Elements**

There shall be no obstruction or improper use of the Common Elements, nor shall anything be left or stored in or on the Common Elements except by or with the permission of the Association.

**8.18 Exterior Exposure**

With the exception of Owner identification signs as permitted in Section 8.8 of this declaration, no owner shall cause or permit anything to be hung or displayed on the outside of doors or placed on the outside walls of a Recreational Vehicle, and no sign shall be affixed to or placed upon the exterior walls of a recreational vehicle, and no sign shall be affixed to or placed upon the exterior walls or roof or part thereof, without the prior written consent of the Board. No evaporative coolers or ventilation fans may be placed on any roof of a Recreational Vehicle or elsewhere on the Parcel so as to be visible from the view of a neighboring property, Common Element roadways or streets, without the prior written consent of the Board.

No unsightly condition shall be permitted to remain upon any Parcel that is visible from neighboring property or the street.

**8.19 Alteration of Common Elements**

Nothing shall be altered or constructed in or removed from the Common Elements, except upon the written consent of the Board.

**8.20 Propane Tanks**

Only propane tanks utilized in connection with barbecue grills, motor vehicles and recreational vehicles as attached by a manufacturer of same shall be permitted on any Parcel. The use and storage of propane tanks must be in compliance with applicable rules of the Board, applicable laws, rules and governmental regulations.

**8.21 Antennas**

No antenna or dish type antenna or other device for the transmission or reception of television or radio signals or any other form of electromagnetic radiation shall be erected, used or maintained outdoors on any portion of any Parcel unless and except as approved in writing by the Board.

**8.22 Rules and Regulations**

The Board of the Association is empowered to pass, amend and revoke such additional Rules and Regulations as it may, from time to time deem necessary or convenient to ensure compliance with the general guidelines of this Section 9, the other provisions of this Declaration, Bylaws and other Rules and Regulations adopted by the Association. Violation of any such additional rules and regulations, if any, provided in writing to any owner shall subject any owner to an action by the Association as provided in Section 14.

**8.23 Fair Housing Act Compliance [approved by Members 9/27/2022]**

In order to comply with the Federal Fair Housing Act (42 U.S.C 3600-3620 ) and current Regulations promulgated by the Department of Housing and Urban Development thereunder, the following restrictions apply to the Property:

**8.23.1 Age Restriction**

Deer Park RV Owners Association is a 55 Plus community resort. At least one resident of each Lot must be 55 years of age or older (the Qualifying Resident), no person under the age of 55 may reside on the Lot unless the Qualifying Resident is residing on the Lot, and no person under the age of 18 years shall be permitted to occupy the Lot except as a Guest (the Age Restriction).

<https://www.justice.gov/crt/fair-housing-act-1/>

8.23.1.1 Proof of age upon purchase or rental of a lot is required to be submitted to the Association prior to Lot sale closure or rental agreement.

8.23.1.2 One (1) of the two (2) residents permitted to occupy a lot must have passed a fifty-fifth (55th) birthday at the time of occupancy.

8.23.1.3 A second resident of the household must be at least forty (40) years of age. (Exception: when the Board has granted written approval.)

8.23.1.4 No child may reside in the Association as a resident.

**8.23.1.5 Special Age Waivers**

A temporary waiver may only be granted to the owner, non-owner occupant, an immediate family member or legal Representative upon written request.

8.23.1.6 When the owner/non-owner occupant is not occupying a lot due to health or hardship reasons, age restrictions may be temporarily waived under the following conditions:

- A. Opening/closing the premises
- B. Preparation for sale or rental
- C. Other circumstances the Board deems appropriate

8.23.1.7 The request for a special age waiver must be approved by the Board prior to occupancy and include:

- A. The specific health/hardship reason(s)
- B. What is to be accomplished
- C. The time frame involved
- D. The names of the party(ies) to occupy the unit (no more than two (2) adults)

8.23.2 Tenants, Lessees and Owners

The Age Restrictions apply to all occupants, whether Owners, residents, Tenants, Lessees or otherwise, and regardless of whether such occupancy is a result of a written or verbal agreement, purchase contract or other agreement or arrangement.

8.23.3 Notices and Advertising Requirements

There shall be one or more notices posted in the community indicating that it is a 55 or over community. All advertising or sales, rental, or related material for Lots within Deer Park RV Owners Association must include reference to Deer Park RV Owners Association as a 55-Plus Community and all agreements, leases or other occupancy arrangements must disclose the existence of these policies and procedures.

8.23.4 Age Restriction Exceptions

8.24.4.1 If a Qualifying Resident dies or terminates residency of a Lot as a result of illness, divorce, or legal separation, and if the remaining resident is not 55 years of age, so long as (1) at least 80% of the Lots in Deer Park RV Owners Association have a Qualifying Resident, and (2) the remaining resident is at least forty (40) years old, the Association shall have the right, if it reasonably determines that the lifestyle of the remaining resident is believed to be compatible with the mature lifestyle intended in Deer Park RV Owners Association, to elect to allow the remaining resident to reside on the Lot without violation of the Age Restrictions. The board shall have the right to approve a limited number of occupant(s) less than 55 years of age for hardship or compassionate reasons.

8.24.4.2 Existing lot owners as of the effective date of the 55-Plus may will the property to adult children, provided that the 80 percent level of ownership is maintained. Renting of these properties shall comply with the 55-Plus rule.

**8.23.5 Facilities and Services**

Facilities and services specifically designed to meet the physical or social needs of older persons, as may be required by the Act or the Regulations shall at all times be available to residents of Deer Park RV Owners association.

**8.23.6 Self-Certification**

The Association shall take advantage of and comply with the requirements of any self-certification procedures provided for in the Regulations.

- A. Survey of Owners every two years
- B. Keep documentation showing that at least 80% of the Lots have at least one individual over 55.
- C. Notices and Advertising markets only to this older age group.

**8.23.7 Policies and Procedures**

The Association shall adopt and publish policies and procedures that demonstrate the intent to operate as a 55 and over community.

**8.23.8 Residency Limitation**

No person or persons under the age of eighteen (18) shall reside upon a Lot for more than a reasonable period or periods during any calendar year, which period(s) shall be governed by applicable provisions of the Association Rules.

## **9 COMMON EXPENSES AND ASSESSMENTS**

**9.1 Definition of Common Expenses**

Common Expenses include those expenses defined in the Act or this Declaration incurred by the Association in the operation, management, administration, maintenance, and repair of the Condominium pursuant to the terms of this Declaration or as may be otherwise required or permitted by the Bylaws.

**9.2 Covenant for Assessments**

Each Owner of any Parcel, by acceptance of a deed, whether or not it is expressed in such deed, is deemed to covenant and agrees for the Owner and the Owner's heirs, personal representatives, successors, and assigns, that each Parcel within the Property shall be subject to an Assessment which each Owner agrees to pay to the Association. Each Parcel's Assessment shall consist of:

- 9.2.1 Individual Assessment  
Any individual Assessment applicable to a Parcel pursuant to Section 9.11 or other provisions of the Declaration;
- 9.2.2 General Assessments  
A pro-rata share of the General Assessments set forth in Section 10.8;
- 9.2.3 Special Assessments  
A pro-rata share of any Special Assessment as set forth herein. The pro-rata share of the Common Expense Liability of each Parcel shall be equal to its allocated Interests, as they may change from time to time.

**9.3 Commencement Date and Collection**

The Association shall fix the amount of each Parcel's General Assessment on an annual basis, based on the budget approved by the Association and at least thirty (30) days in advance of each annual Assessment period.

Assessments may be collected on a monthly basis, or on such other, less frequent basis as the Board may determine. Written notice of the amount of Annual Assessments, the due dates of installment payments, and the address for remittance shall be sent to each Owner.

**9.4 Creation of Lien and Personal Obligations**

The Association has a lien on each Parcel for any unpaid installment of an Assessment levied against a Parcel from the time such payment is due.

A lien under this Section shall be prior to all other liens and encumbrances on Parcel except:

- a) a Mortgage on the Parcel recorded before the date on which the Assessment sought to be enforced became delinquent; and
- b) liens for real property taxes and other governmental assessments or charges against the Parcel. A lien under this Section is not subject to the provisions of RCW 6.13.

- 9.4.1 Except as provided in Sections 10.4(b) and 10.4(c) of this Section 10.4, the lien shall also be prior to the Mortgages described in subsection (a) of this Section to the extent of Assessments for Common Expenses, excluding any amounts for capital improvements, based on the periodic budget adopted by the Association which would have become due during the six months immediately preceding the days of a sheriff's sale in an action for judicial foreclosure by either the Association or a mortgagee, the date of a trustee's sale in a non-judicial Foreclosure by a mortgagee, or the date of recording of forfeiture in a preceding by the vendor under a real estate contract.

9.4.2 The priority of the Association's lien against a Parcel encumbered by a Mortgage held by an Eligible Mortgagee or by a mortgagee which has given the Association a written request for a notice of delinquent Assessments, shall be reduced by up to three months if and to the extent that the lien priority under subsection (a) of this Section includes delinquencies, which relate to a period after such holder becomes an Eligible Mortgagee or has given such notice of the delinquency. This shall not affect the priority of mechanic's or materials men's liens, or the priority of liens for other Assessments made by the Association.

9.4.3 If the Association forecloses its lien non-judicially pursuant to RCW 61.24 as provided as provided in Section 10.6, the Association shall not be entitled to the lien priority under Section 10.4 (a) of this Section.

## **9.5 Perfecting of Lien**

Recording of the Declaration constitutes record notice and perfection of the lien for Assessments. While no further recording of any claim for Assessments under this Section shall be required to perfect the Association's lien, the Association may record a notice of claim of lien for Assessments under this Section in the real property records of Spokane County, Washington. Such recording shall not constitute the written notice of a mortgagee referred to in Section 10.4.

## **9.6 Limitation on Action and Enforcement**

### **9.6.1 One Year Limitation**

A lien for unpaid Assessments and the personal liability for payment of Assessments is extinguished unless proceedings to enforce the lien or debt are instituted within one (1) year after the amount of the Assessments sought to be recovered becomes due.

### **9.6.2 Judicial/Nonjudicial Enforcement**

A lien for unpaid Assessments may be enforced non-judicially by the Association or its authorized representative in the manner set forth in RCW 61.12. The lien arising under this Section may be enforced non-judicially in the manner set forth in RCW 61.24 for non-judicial foreclosure of deeds of trust.

The power of sale granted herein is operative in the case of a default in the obligation to pay Assessments. The Association or its authorized representative shall have the power to purchase the Parcel at the foreclosure sale and to acquire, hold, lease, mortgage or convey the same. Upon an express waiver in the complaint of any right to a

deficiency judgment in a judicial Foreclosure action, the period of redemption shall be six (6) months. Nothing in this Section 10.6 shall prohibit the Association from taking a deed in lieu of Foreclosure.

**9.6.3 Receiver**

From the time of commencement of an action by the Association to Foreclose a lien for non-payment of delinquent Assessments against a Parcel not occupied by the Owner thereof, the Association shall be entitled to the appointment of a receiver to collect from the lessee thereof the rent for the Parcel as and when due including without limitation the rental due with respect to any Recreational Vehicle located on the parcel. The exercise by the Association of the foregoing rights shall not affect the priority or pre-existing liens on the Parcel.

**9.7 Liability of Mortgagees and Purchasers**

**9.7.1 Limitation on Liability**

Except as provided in Section 10.4 above, the holder of a mortgage or other purchaser of a Parcel who obtains the right of possession of the Parcel through foreclosure shall not be liable for Assessments or installments that became due prior to such right of possession. Such unpaid assessments shall be deemed to be Common Expenses. Foreclosure of a Mortgage does not relieve the prior owner of personal liability for Assessments accruing against the Parcel prior to the date of such sale as provided in this Section.

**9.7.2 Joint and Several Liability**

In addition to constituting a lien on the Parcel, each Assessment shall be the obligation of the Owner, or Owners, of the Parcel to which the same are assessed as of the time the Assessment is done. In a Voluntary Conveyance the grantee of a Parcel shall be jointly and severally liable with the grantor for all grantor's unpaid Assessments prior to the Conveyance, without prejudice to the grantee's right to recover from the grantor the amounts paid by the grantee therefore. Suit to recover a personal judgment for any delinquent Assessment shall be maintainable in any court of competent jurisdiction without foreclosing or waiving the lien securing it.

**9.7.3 Late Charges/Interest**

The Association may from time to time establish reasonable late charges and a rate of interest to be charged on all subsequent delinquent Assessments or installments thereof. In the absence of another established non-usurious rate, delinquent Assessments shall bear interest at the maximum rate permitted under RCW 19.52.020 commencing on the date on which the Assessments became delinquent.

**9.7.4 Costs and Attorneys Fees**

The Association shall be entitled to recover any costs and reasonable attorney's fees incurred in connection with the collection of delinquent Assessments, whether or not such collection activities result in suit being commenced or prosecuted to judgment. In addition, the Association shall be entitled to recover costs and reasonable attorney's fees if it prevails on appeal and in enforcement of a judgment.

**9.7.5 Statement of Assessments**

The Association upon written request shall furnish to a Parcel Owner or a mortgagee a statement signed by an officer or authorized agent of the Association setting forth the amount of unpaid Assessments against that Parcel. The statement shall be furnished within fifteen days after receipt of the request and is binding on the Association, the Board of Directors, and every parcel Owner, unless and to the extent known by the recipient to be false.

**9.8 General Assessments**

Each year the Board shall establish a General Assessment against all Parcels based on expenses estimated to be incurred by the Association during the following fiscal year in connection with the duties and service the Association is required to perform under the terms of this Declaration, the Articles, and the Bylaws, or which the Association deems appropriate in order to carry out the purposes of the Association. Such expenses shall include, but shall not be limited to, taxes and assessments against the Common Elements, if any, insurance premiums, utility bills, repair, replacement, and maintenance costs, administration and management costs, and a reasonable reserve for unbudgeted expenses, replacements, repairs and contingencies.

**9.9 Special Assessments for Capital Improvements**

In addition to the General Assessments authorized in Section 10.8 above. The Association may levy, in any year, a Special Assessment applicable to that year only for the purpose of defraying, in whole or in part, the costs of any construction, reconstruction, repair, or replacement of a capital improvement, in the Common Elements, including related fixtures and personal property, provided that any such Assessment shall be ratified by the Members in accordance with the Bylaws. Special Assessments will not be assessed until the Declarant completes the Common Elements which are turned over to the Association.

**9.10 Uniform Rate of Assessment**

Both General Assessments (Section 10.8) and Special Assessments (Section 10.9) shall be fixed at uniform rate for all Parcels, except as follows:

9.10.1 Limited Common Elements

Any Common Elements expense associated with the operation, maintenance, repair, or replacement of a Limited Common Element shall be paid by the Owner of or assessed equally against the Parcels to which the Limited Common Property is assessed.

9.10.2 Parcels Benefited

Any Common Expense or portion thereof benefiting fewer than all of the Owners shall be assessed exclusively against the Parcels benefited.

**9.11 Individual Assessment for Maintenance and Restoration of Owner's Parcel**

9.11.1 Associations Right to Restore

If the Owner of a Parcel fails to maintain his Parcel in a neat and clean condition, and generally in a manner satisfactory to the Board as set forth in the Rules and Regulations adopted pursuant to Section 9.24, the Association, through its agents, employees and/or independent contractors, shall have the right, but not the obligation, and each Owner expressly grants and assigns the Association the right (subject to prior notice as hereafter set forth), to enter upon such Owner's Parcel and to repair, maintain, rehabilitate and restore the Parcel, to the condition deemed satisfactory to the Board. The cost thereof shall be charged against and collected from the Owner within thirty (30) days from the date of an invoice sent to the Owner further, this amount shall be secured by and shall be subject to all provisions regarding the Assessment lien as provide in Section 10.4.

9.11.2 Notice and Opportunity for Hearing

Prior to exercising the right of restoration, the Association shall give written notice to the Owner of the Parcel specifying the necessary repairs, maintenance, rehabilitation or restoration to be undertaken, and granting the Owner thirty (30) days to accomplish the same. If, at the end of the thirty (30) day period, the work required to be performed has not be completed, or has been completed in a manner unsatisfactory to the Board, or if, in the opinion of the Board, sufficient action has not been taken to effect same, then, the Association shall have the right, as set forth above, to make such repairs, maintenance, rehabilitation or restoration.

9.11.3 Nothing herein contained shall be construed as granting the Association any right to enter into or inside any Recreational Vehicle located on a Parcel without the Owner's consent.

## 10 INSURANCE

### 10.1 Property Insurance

The Association shall maintain property insurance covering the Dog Park area and any Association-owned improvements located on it, including the gazebo, equipment shed, and furnishings. Coverage shall protect against risks of direct physical loss or damage, including fire, theft, vandalism, and weather-related perils, in an amount sufficient to repair or replace such structures and contents.

### 10.2 Liability Insurance

The Association shall maintain comprehensive general liability insurance covering the Common Area (including the Dog Park), Association-sponsored activities, and use of Association-owned property. Coverage shall include bodily injury, death, and property damage, with limits of no less than One Million Dollars (\$1,000,000) per occurrence.

The Association shall also maintain Directors and Officers (D&O) liability insurance to protect Board members and officers acting within their official duties.

### 10.3 Other Insurance

The Association may obtain other insurance as deemed necessary by the Board, including fidelity bond coverage, equipment coverage for donated property, or additional liability coverage as needed.

### 10.4 Use of Insurance Proceeds

If Association property is damaged, insurance proceeds shall be used to repair or replace the damaged Common Area or Association-owned improvements, unless:

- Repair is not permitted by law or regulation,
- The Board determines that replacement is not cost-effective, or
- A majority vote of the Board decides not to rebuild.

Proceeds shall be held and disbursed by the Association or an insurance trustee, if one is appointed.

### 10.5 Notice of Cancellation or Material Change

If any Association insurance policy is canceled, not renewed, or materially changed, the Association shall notify all Owners and known mortgagees promptly by first-class mail or email.

### 10.6 Optional Insurance Provisions

#### (a) Waiver of Subrogation

All property and liability insurance policies maintained by the Association shall include, if available, a waiver of subrogation against any Parcel Owner, resident, or their family members,

guests, or tenants. This means the insurer may not pursue recovery from any such parties for claims paid by the Association's policy.

(b) **Owner Deemed Additional Insured**

Each Parcel Owner shall be deemed an additional insured under the Association's liability insurance policy with respect to use and access of the Common Area, including the Dog Park, when acting within the rules and regulations of the Association.

(c) **Association Policy Primary**

In the event of any overlap between the Association's insurance and an individual Owner's personal policy, the Association's policy shall be considered primary, and the Owner's policy shall be secondary or excess unless otherwise required by law.

**10.7 Director and Officer Protection**

The Association shall purchase and maintain insurance at its own expense to protect the Association and any of its directors, officers, employees, agents, or trustees—whether serving the Association or another entity at the Association's request—against liability, loss, or expense. This coverage shall apply regardless of whether the Association would otherwise have the power to indemnify such individuals under the Washington Business Corporation Act or any other applicable law.

**11 COMPLIANCE WITH DECLARATION**

**11.1 Enforcement**

Each Owner shall comply strictly with the provisions of this Declaration, the Bylaws, and the Rules and Regulations adopted pursuant thereto, as amended from time to time, and with all decisions issued thereunder.

Any failure to comply shall be grounds for an action to recover sums due, for damages, injunctive relief, or both—maintainable by the Board on behalf of the Owners, or by any aggrieved Owner.

**12 LIMITATION OF LIABILITY**

**12.1 No Personal Liability**

As long as a Board member, Association committee member, or Association officer, exercising the powers of the Board, has acted in good faith, then no such person shall be personally liable to any Owner or to any other party, including the Association, for any damage, loss, or prejudice suffered or claimed on account of any act, omission, error, or negligence.

However, this limitation shall not apply where the consequences of such act, omission, error, or negligence are covered by insurance obtained by the Board pursuant to Section 11.

### **12.2 Indemnification of Board Members**

Each Board member, Association committee member, or Association officer who is exercising the powers of the Board shall be indemnified by the Owners for expenses and liabilities reasonably incurred in connection with their service.

This includes attorney's fees and costs related to any legal proceeding in which they are involved because of their position—whether or not they are still serving in that role at the time.

Indemnification does not apply if the person is found guilty of willful misconduct or bad faith in the performance of their duties.

If the matter is resolved by settlement rather than court judgment, the Board must first approve the settlement and determine that reimbursement is in the best interest of the Association before indemnification is granted.

## **13 MORTGAGE PROTECTION**

### **13.1 Abandonment of Condominium Status**

Except when acting under the provisions of the Act involving damage, destruction or condemnation, the Association shall not, without the consent of sixty seven percent (67%) of all Eligible Mortgagees and or secured parties of record of the Parcels seek by act or omission to abandon the Condominium status of the Condominium or to abandon, encumber, sell or transfer any of the Common Elements.

### **13.2 Change in Allocated Interests**

Except to the extent provided in Section 6 and Section 15, the Association shall not make any material changes to this Declaration or the Bylaws, including changes in the Allocated Interests in the Common Elements, without prior approval of sixty-seven (67%) of all Eligible Mortgagees and/or secured parties of record of the Parcels or without the unanimous approval of the Owner(s) whose Allocated Interests would be changed.

### **13.3 Copies of Notices**

Written notice that an Owner of a Parcel has, for more than sixty (60) days, failed to meet any obligation under the Condominium Declaration, shall be given by the Association to any Eligible Mortgagee and/or secured party of any such Parcel who has requested to be so notified. Any Eligible Mortgagee and/or secured party of any such Parcel shall, upon request, be entitled to receive written notice of all

meetings of the Association and be permitted to designate a representative to attend such meetings.

#### **13.4 Effective Declaration Amendments**

No amendment of this Declaration shall be effective to materially modify, change, limit or alter the rights expressly conferred upon mortgagees and/or secured parties in this Declaration with respect to any unsatisfied Mortgage and/or financing statement duly recorded unless the Amendment shall be consented to in writing by the holder of such Mortgage and/or financing statement does not materially affect any such mortgagee and/or secured party.

#### **13.5 Insurance**

Where the mortgage and/or secured party of a Parcel has filed a written request with the Board or where any Mortgagee and/or secured party of the Condominium has filed a written request with the Board or is known to the Board, the Board shall:

##### **13.5.1 Evidence of Insurance**

Furnish the mortgagee and/or secured party with a copy of any Insurance policy or evidence thereof, which is intended to cover the Parcel upon which such mortgage and/or secured party, has a lien:

##### **13.5.2 Notice of Change in Coverage**

Require any insurance carrier to give such mortgagee and/or secured party at least thirty (30) days written notice before canceling, reducing the coverage or limits, or otherwise substantially modifying any insurance with respect to the property upon which the mortgage and/or secured party has a lien (including Cancellation for non-payment of premium);

##### **13.5.2.1 Approval of Settlement**

Not to make any settlement of insurance claims for loss or damage to any such parcel exceeding Five Thousand Dollars (\$5,000) without the approval of such mortgagee and/or secured party; provided, however, withholding of such approval shall not be unreasonable or in conflict with the provisions of Section 11 and 12.

##### **13.5.3 Notice of Loss**

Give the mortgage and/or secured party written notice of any loss or taking affecting Common Elements, if such loss, damage or taking exceeds Five Thousand Dollars (\$5,000) or of any loss, damage or taking affecting any Parcel in which it has an interest if such loss, damage or taking exceeds Five Thousand Dollars (\$5,000).

### **13.6 Mortgagee Clause**

The insurance policy required pursuant to Section 11 shall contain a standard mortgage clause which shall, if reasonably obtainable:

#### **13.6.1 Insured**

Provide any reference to a Mortgage in such policy shall mean and include all holders of Mortgages, deeds of trust, security interest, or the lessor of any Parcel in their respective order, reference and priority, whether or not named therein.

#### **1.36.2 Acts of Owner**

Provided that such insurance as to the interest of any mortgagee and/or secured party or lessor shall not be invalidated by any act of the Board or Owners of any persons acting under them.

#### **13.6.3 Failure of Notice**

Waive any provision invalidating such mortgage clause by reason of the failure of any mortgagee and/or secured party to notify the insurer of any hazardous use or vacancy, any requirement that the mortgagee and/or secured party pay any premium thereon, and any contribution clause.

### **13.7 Inspection of Books**

Any Eligible Mortgagee and/or secured party shall be entitled to inspect the books and records of the Association at reasonable hours of the weekday and, upon request, to receive a copy of any financial statements of the Association within ninety (90) days following the end of any fiscal year of the Association.

## **14 EASEMENTS**

### **14.1 In General:**

It is intended that in addition to rights under the Act, each Parcel shall have an easement in and through the Common Elements for all support elements and utility, wiring, and service elements, and for reasonable access thereto as may reasonably or necessarily be required to carry out the purposes of this Declaration or the Act.

### **14.2 Reservation of Easements to Association**

There is reserved to the Association or its duly authorized agents and representatives such easements as are necessary to perform the duties and obligations of the Association as provided in the Act, this Declaration, the Bylaws and/or the Association Rules and Regulations.

### **14.3 Reservation of Easements**

In addition to easements reserved to Grapevine 7, Inc. (G-7) and its successors in Section 3 of this Declaration, there is reserved a Development Right easement over, across, and through the Common Elements and facilities of the Condominium. This includes, without limitation, easements for ingress, egress, access, drainage, construction, utilities, and the right to tie in and utilize any water, sanitary sewer, storm water, electricity, gas, telephone, and/or other utility lines now or hereafter established for the Condominium.

These easements are for the addition of Parcels to the Condominium and for future additions or improvements to the Common Elements. Also reserved is an access easement over, across, and through the Common Elements for completing any unfinished Parcels and/or other improvements.

### **14.4 Owner Easement for Ingress, Egress, and Access**

Each Parcel and Owner(s) shall have a nonexclusive easement over, through and across the Common Elements and Common Element roadways of the Condominium and over, through and across the roadways of the subsequent phase Property as now constructed or hereafter built or relocated for ingress, egress, and access to the Common Elements and facilities and/or to the public street.

### **14.5 Golf Course Maintenance Easement**

There is reserved to the golf course owners and their successors a "Golf Course Maintenance Easement" on each lot adjacent to the Golf Course developed on the property. This reserved easement shall permit golf course management, at its election, to go onto any affected lot at any reasonable hour and maintain or landscape the Golf Course Maintenance Easement Area. Such maintenance and landscaping shall include regular removal of underbrush, trees less than six (6) inches in diameter, stumps, trash or debris, planting of grass, watering, application of fertilizer, and mowing the Golf Course Maintenance Easement Area. This area shall be limited to the portion of such lots within twenty (20) feet of the lot line bordering the course, or such area as may be shown as a "Golf Course Maintenance Area" on the recorded plat of such lot, whichever is greater. No improvements shall be erected within the Golf Course Maintenance Easement areas. The above-described maintenance and landscaping rights shall apply to each entire lot.

### **14.6 Entry by Golfers**

The Association members reserved the right to permit registered golfers to enter the easement area to retrieve a ball adjacent to owners lots without such entry being deemed a trespass. The recovery of *balls only* — and not play — shall be allowed from easement areas. Out of bounds markers may be placed to clearly mark the area of the easement by the lot owner or golf course.

## 15 AMENDMENT OF DECLARATION AND SURVEY

### 15.1 Amendment of Declaration and/or Survey

Amendments to this Declaration must be made in a written document titled "**Amendment to Condominium Declaration of Spokane RV Resort, at Deer Park Golf and Country Club, a Condominium.**" The full text of the proposed amendment must be included, and a copy must be provided to all Parcel Owners as required under this Declaration.

Amendments may be adopted either at a meeting of the Owners or without a meeting, if sixty-seven percent (67%) of the Owners, based on their allocated voting interests, consent in writing. Unless stated otherwise, each amendment must be signed by the President of the Association (or other officer designated for that purpose) and must state whether the amendment was properly adopted."

Once properly adopted, amendments take effect upon recording. Any amendment to the Declaration or Survey requires the approval of Owners representing sixty-seven percent (67%) of the Association's allocated interests.

By accepting ownership of a Parcel, all Owners agree that any properly adopted amendment to this Declaration is fully valid and enforceable. Such amendments may revise or replace any provision in this Declaration. No legal challenge to the validity of an adopted amendment may be brought more than one (1) year after the amendment has been recorded.

### 15.2 Discontinuance of Condominium or Removal from Act

If the Board of Directors takes action—under this Declaration, applicable law, or the Condominium Act—that discontinues the Condominium or removes it from coverage under the Act, that action will also terminate this Declaration and the Survey, unless a separate recorded amendment provides otherwise.

If a court determines that this Declaration does not meet the legal requirements of the Act, or that its provisions do not operate as covenants or equitable servitudes, the Parcel Owners will own the property as tenants in common. Each Owner's share shall correspond to the Allocated Interests described in Section 6.

## 16 COMBINING PARCELS

### 16.1 Combining Parcels

After acquiring an adjoining lot an Owner may petition the Board of Directors to combine the Parcels. No combination of Parcels shall be done without the approval of the Board of Directors. The failure of the Board to act upon a request within thirty (30) days shall be deemed to be approval. If Parcels are combined, the Allocated Interest of the resulting Parcel shall be the sum of the Allocated Interests of such combined Parcels and thereafter there shall be one vote for the combined Parcel.

## 17 MISCELLANEOUS

### 17.1 Service of Process

Service of process against the Association shall be made upon the Deer Park RV Owners' Association at its official mailing address: PO Box 1997, Deer Park, WA 99006. The Board of Directors may update this address as needed by majority vote and shall ensure that current contact information is maintained with the Washington Secretary of State in accordance with RCW 64.34 and other applicable laws. Declarant references in this section are no longer applicable.

### 17.2 Notices for All Purposes

#### 17.2.1 Delivery of Notice

Any notice permitted or required to be delivered under the provisions of this Declaration or the Bylaws may be delivered either personally, by mail, or by electronic transmission (including email). If delivered by mail, such notice shall be deemed delivered forty-eight (48) hours after being deposited in the United States mail, postage prepaid, addressed to the recipient at their most recent mailing address provided to the Board.

If delivered by email, such notice shall be deemed delivered at the time it is sent, provided the Owner has supplied an email address for the purpose of receiving Association communications. Notice to the Owner(s) of any Parcel shall be deemed sufficient if delivered to the Parcel address within the Condominium or to the most recent email or mailing address on file with the Board.

The mailing or email address for any Owner or party entitled to notice may be changed at any time by providing written notice to the Board. Notices to the Board shall be delivered to the President or Secretary of the Association.

#### 17.2.2 Other Liens Affecting the Condominium

A money judgment against the Association that is perfected under RCW 64.34.020 becomes a lien in favor of the judgment holder. This lien applies to all Parcels in the Condominium and their interest in the Common Elements at the time the judgment was entered.

IN WITNESS WHEREOF, the President of the Deer Park RV Owners Association has executed this Condominium Declaration as of the date and year first above written.

Robert L Voshall

BY

President

STATE OF Washington }

:SS

COUNTY OF Spokane }

This record was acknowledged before me on 8/19/2025

by Robert L Voshall

President of the Deer Park RV Owners Association.



ADR

Notary Public in and for the State of WA

My commission expires: January 23, 2029

**APPENDIX: Recorded Exhibits A, B, and C  
from Original Declaration (AFN 4851662)**

**Exhibit A:** Legal Descriptions – Phases I, II, and III

Originally recorded under Spokane County Auditor’s File No. 4851662 (Pages 59–61 of 63)

**Exhibit B:** Identifying Number of Parcel and Approximate Parcel Square Footage

Originally recorded under Spokane County Auditor’s File No. 4851662 (Page 62 of 63)

**Exhibit C:** Allocated Interests

Originally recorded under Spokane County Auditor’s File No. 4851662 (Page 63 of 63)

EXHIBIT A

Legal Description

***LEGAL DESCRIPTION - PHASE I***

The real property on which Phase 1 of the Condominium are located is legally described as follows:

That portion of the N1/2 of Section 36, T29N, R42E, W.M., City of Deer Park, Spokane County, Washington, and a portion of DEER PARK GOLF & COUNTRY CLUB, DIVISION '2', as recorded in Book 25 of Plats, pages 13, 14, and 15, and that portion of the vacated Country Club Drive as per City of Deer Park Ordinance 1998-721, records of Spokane County, Washington, described as follows:

BEGINNING at a point on the North line of the NW1/4 of said Section 36, from which the north quarter corner bears S88°54'10"E 1107.01 feet; thence S88°54'10"E 1107.01 feet along the North line of said NW1/4 to the north quarter corner of said NW1/4; thence S88°55'26"E along the North line of the NE1/4 of said Section 36 a distance of 165.19 feet; thence S0°24'46"E 1441.37 feet; thence S89°35'14"W 165.15 feet to the north-south centerline of said Section 36; thence N0°24'44"W along the centerline of said Section 36 a distance of 500.02 feet; thence S89°35'14"W 94.95 feet to a 5/8" rebar, being the monumented boundary of DEER PARK GOLF & COUNTRY CLUB golf course, as shown on an unrecorded survey by Stephen T. Bourne, PLS, dated May 26, 1995; thence along said monumented boundary the following courses and distances: thence N0°24'46"W 660.30 feet; thence N88°54'10"W 66.51 feet; thence leaving said monumented boundary; thence N1°05'50"E 9.71 feet; thence N88°54'10"W 35.00 feet; thence N1°05'50"E 14.75 feet; thence N88°54'10"W 149.72 feet; thence S36°03'25"W 29.84 feet to intersect the monumented boundary of aforementioned DEER PARK GOLF & COUNTRY CLUB golf course boundary; thence along said boundary the following courses and distances: thence N88°54'10"W 112.98 feet; thence S1°05'50"W 64.26 feet; thence S51°42'53"W 72.08 feet; thence N88°54'10"W 112.28 feet; thence S1°05'50"W 318.00 feet; thence S33°54'10"E 110.00 feet; thence S56°05'30"W 399.91 feet; thence N33°54'10"W 358.28 feet; thence N1°05'50"E 741.75 feet to the point of beginning;

EXCEPT the North 30.00 feet for Enoch Road;

SUBJECT TO and TOGETHER WITH easements, restrictions, and reservations of record.

PORTION OF PARCEL NO. 29365.0044 and 29361.0012

## ***LEGAL DESCRIPTION - PHASE II***

The real property on which the proposed Phase 2 of the Condominium will be located is legally described as follows:

All that property situated in the W1/2 of the W1/2 of the NE1/4 of Section 36, T29N, R42E, W.M., City of Deer Park, Spokane County, Washington;

EXCEPT the South 30.00 feet thereof AND EXCEPT the North 30.00 feet for Enoch Road;

AND EXCEPT that portion described as follows:

BEGINNING at the northwest corner of said NE1/4; thence S88°55'26"E 165.19 feet; thence S0°24'46"E 1441.37 feet; thence S89°35'14"W 165.15 feet to the westerly line of said W1/2 of the W1/2 of the NE1/4; thence N0°24'44"W along the W1/2 of the W1/2 of the NE1/4 a distance of 1445.66 feet to the point of beginning;

SUBJECT TO and TOGETHER WITH easements, restrictions, and reservations of record.

Said parcel embraces 35.167 acres (gross), more or less.

PORTION OF PARCEL NO. 29361.0012, 29361.0013 and 29361.0046

### ***LEGAL DESCRIPTION - PHASE III***

The real property on which the proposed Phase 3 of the Condominium will be located is legally described as follows:

All that property situated in the NW1/4 of Section 36, T29N, R42E, W.M., City of Deer Park, Spokane County, Washington, being a portion of DEER PARK GOLF & COUNTRY CLUB, DIVISION '2', as recorded in Book 25 of Plats, pages 13, 14, and 15, and that portion of the vacated Country Club Drive as per City of Deer Park Ordinance 1998-721, records of Spokane County, Washington, described as follows:

BEGINNING at the northeast corner of Lot 33 of DEER PARK GOLF & COUNTRY CLUB, DIVISION '2'; thence S89°35'14"W 110.52 feet to the northwest corner of said Lot 33; thence S0°24'46"E 113.92 feet along the westerly boundary of said Division '2' and Lot 33; thence S25°45'46"W 293.18 feet along the westerly boundary of Lots 32 and 33 of said Division '2'; thence S0°31'11"E 567.34 feet along the westerly line of Lots 31 and 32 of said Division '2'; thence N89°35'14"E 238.78 feet to the easterly boundary of said Lot 31 and the westerly right-of-way of Country Club Drive, per said Division '2'; thence S0°24'46"E along said right-of-way 337.65 feet; thence along a tangent curve to the right, the center of which bears S89°35'14"W 25.00 feet distant through a central angle of 90°00'00" and an arc length of 39.27 feet to the northerly right-of-way of 12th Street, as per said Division '2'; thence N89°35'14"E along said northerly right-of-way 119.95 feet to the north-south centerline of said Section 36 and easterly boundary of said Division '2'; thence N0°24'44"W along said centerline of said Section 36 and easterly boundary a distance of 1297.62 feet; thence S89°35'14"W 94.95 feet; thence N0°24'46"W 9.40 feet to the point of beginning;

SUBJECT TO and TOGETHER WITH easements, restrictions, and reservations of record.

Said parcel embraces 7.2956 acres (gross), more or less.

PORTION OF PARCEL NO. 29364.0044 and 29361.0046

EXHIBIT B

IDENTIFYING NUMBER OF PARCEL  
AND  
APPROXIMATE PARCEL SQUARE FOOTAGE

Parcels are identified as follows:

Phase I:

Block A – Lots 1-21  
Block B – Lots 1-18  
Block C – Lots 1-11  
Block D – Lots 1-5  
Block E – Lots 1-9  
Block F – Lots 1-17  
Block G – Lots 1-18  
Block H – Lots 1-38  
Block I – Lots 1-11

Approximate square footage of all parcels ranges from 2900 square feet to 6500 square feet. Exact size of each parcel is delineated on the survey filed with this Declaration.

## EXHIBIT C

### ALLOCATED INTERESTS

Phase 1 of Spokane RV Resort includes Parcels 1 through Parcels 148 inclusive.

The Allocated Interests of each parcel in Phase 1, for all purposes, including voting, Common Element ownership and Common Expense Liability are  $1/\text{Number of Parcels}$ . (ie.:  $1/148$ )

The Allocated Interests of each Parcel for all purposes if all proposed parcels in the proposed Phase 2 are added to Phase 1 will be  $1/\text{Number of Parcels}$  (ie.:  $1/339$ )

The Allocated Interests of each Parcel for all purposes if all proposed parcels in the proposed Phase 3 are added to Phase 1 and 2 will be  $1/\text{Number of Parcels}$  (ie.:  $1/400$ )