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CONDOMINIUM DECLARATION FOR
SKOOKUM RENDEZVOUS RV RESORT, A CONDOMINIUM

Grantor/Declarant: SWANK & MCPOLAND LLC, an Idaho limited liability
company
Additional names on pg. N/A

Grantee: SKOOKUM RENDEZVOUS RV RESORT, A
CONDOMINIUM
Additional names on pg. N/A

Legal Description: PTNS OF GOV'T LOT 7, SEC. 4 & PTNS OF GOV'T LOT 1,
SEC. 9 & PTN OF E ½ OF SEC. 9, ALL IN TWP 32 N., RGE.
44 E., WM
Official legal description on Schedule A

Assessor's Tax Parcel ID#: Parcel numbers on Schedule D
Reference # (if applicable): N/A
Additional numbers on pg. N/A

CONDOMINIUM

DECLARATION

FOR

SKOOKUM RENDEZVOUS RV RESORT
A CONDOMINIUM

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Schedule A Legal Description of the Property in the Condominium

Schedule B Legal Description of the Subsequent Phase Property

Schedule C Unit Area; Common Expense Liability; Allocated Interests; Voting

Schedule D Assessor's Tax Parcel Numbers

Article 1. DEFINITIONS

Section 1.1 Words Defined

For the purposes of this Declaration and any amendments hereto, the following definitions shall apply.

Allocated Interests - means the allocation of Common Expense Liability, interest in Common Elements and voting for each of the Units in the Condominium determined in accordance with the formulae set forth in Section 5.4 and as specified in Schedule B.

Articles - means the articles of incorporation for the Association

Assessment - means all sums chargeable by the Association against a Unit, including, without limitation, (a) general and special Assessments for Common Expenses and Specially Allocated Expenses, charges, and fines imposed by the Association; (b) interest and late charges on any delinquent account; and (c) costs of collection, including reasonable attorney fees, incurred by the Association in connection with the collection of a delinquent Owner's account.

Association - means the owners association identified in Article 15.

Board - means the board of directors of the Association, as described in Article 17.

Bylaws - means the bylaws of the Association as they may from time to time be amended.

Camelot Shores CC&Rs - means the Declaration of Covenants, Conditions and Restrictions of Camelot Shores Subdivision recorded under Pend Oreille County Auditor's No. 21680, as amended.

Camelot Shores Homeowner's Association or CSHOA - means the Camelot Shores Owners Association, a Washington non-profit corporation formed pursuant to the Camelot Shores CC&Rs. All Unit Owners are members of CSHOA

Common Elements - means all portions of the Condominium other than the Units and the improvements on the Subsequent Phase Property.

Common Expenses - means expenditures made by or financial liabilities of the Association including those expenses related to the operation, maintenance, repair, and replacement of the Common Elements which are allocated to all Units pursuant to this Declaration, and the following utility service to the Units: garbage removal and a portion of domestic water. Garbage is not collected at individual Unit/RV Lots.

Common Expense Liability

means the liability for Common Expenses allocated to each Unit, as set forth in Schedule B.

Condominium - means Skookum Rendezvous RV Resort, a condominium, created under the Declaration and the Survey Map and Plans.

Condominium Act - means the Washington Condominium Act, codified at RCW 64.34, as it maybe from time to time amended.

Conveyance - means any transfer of the ownership of a Unit, including a transfer by deed or by real estate contract.

Declarant - means Swank & McPoland, an Idaho limited liability company, and its representatives, successors, and assigns, but shall not mean the Ryan Family Living Trust or Skookum Rendezvous III, who have an interest in portions of the Property submitted to this Declaration or to be submitted to this Declaration in a Subsequent Phase, and who have consented to this Declaration and the submission of those portions of the Property to RCW 64.34.

Declarant Control - means the right of the Declarant or persons designated by the Declarant to appoint and remove officers and members of the Board pursuant to Article 16.

Declaration - means this Condominium Declaration for Skookum Rendezvous RV Resort, a condominium, as it may from time to time be amended.

Development Rights - means the rights reserved by the Declarant specified in Section 13.1 and elsewhere in this Declaration.

Eligible Mortgagee - means the Mortgagee that has filed with the secretary of the Association a written request that it be given copies of notices of any action by the Association that requires the consent of mortgagees.

FHLMC - means the Federal Home Loan Mortgage Corporation.

First Mortgagee - means, with respect to each Unit, the Mortgagee whose Mortgage on the Unit is prior to all other Mortgages on the Unit.

FNMA - means the Federal National Mortgage Association.

Foreclosure - means a forfeiture or judicial or nonjudicial foreclosure of a mortgage or a deed in lieu thereof.

HUD - means the Department of Housing and Urban Development.

Identifying Number - means the designation of each Unit, as shown on the Survey Map and Plans and listed in Schedule B, which identifies each Unit in the Condominium.

Limited Common Element - means a portion of the Common Elements allocated in Article 7 for the exclusive use of one or more but fewer than all of the Units.

Managing Agent - means the person, if any, designated by the Board under Section 17.3.

Mortgage - means a mortgage, deed of trust, or real estate contract.

Mortgagee - means any holder, insurer, or guarantor of a mortgage on a Unit.

Notice and Opportunity To Be Heard - means the procedure described in Section 17.5.

Owner or Unit Owner - means the Declarant or other person who owns a Unit/RV Lot or Single Family Home Unit, but does not include any person who has an interest in a Unit/RV Lot or Single Family Home Unit solely as security for an obligation.

Person - means a natural person, corporation, partnership, limited partnership, limited liability company, trust, governmental subdivision or agency, or other legal entity.

Phase I - means the first phase of the Condominium, consisting of the real property described in Schedule A and the 196 Unit/RV Lots and one Single Family Home Unit and Common Elements shown on the Survey Map and Plans.

Property - means the real property in the Condominium, as described in Schedule A.

RV - means the recreational vehicle which occupies the Unit.

Single Family Home Unit - means any Unit so designated in Schedule C.

Special Declarant Rights - means rights reserved for the benefit of the Declarant as specified in Article 13.

Specially Allocated Expenses - means certain expenditures or liability of the Association which are specially allocated among Units pursuant to Section 18.6.

Subsequent Phase - means the addition of all or a portion of the Subsequent Phase Property to the Condominium and the creation by the Declarant of additional Units and associated improvements on that property pursuant to Article 4.

Subsequent Phase Amendment - means an amendment to this Declaration recorded by the Declarant adding Subsequent Phase Property and creating Units on the Subsequent Phase property pursuant to Article 4.

Subsequent Phase Property - means that portion of the real property included in the Condominium upon which the Declarant has the right to add to the Condominium and to create Units as described in Schedule B and shown on the Survey Map and Plans, as it may be amended upon the addition of Subsequent Phase Property to the Condominium.

Survey Map and Plans - means the survey map and plans filed simultaneously with the recording of this Declaration and any amendments, corrections, and addenda thereto subsequently filed.

Transition Date - means the date upon which the period of Declarant Control terminates as determined in Article 16.

Unit - means a physical portion of the Condominium designated for separate ownership, the boundaries of which are described in Section 5.2 and shown on the Survey Map and Plans.

Unit Type Value - means the assigned fractional value of a Unit determined by Unit type, and is equal among Units of the same type. Units which are waterfront shall have a Unit Type Value of 20/10ths and Units which are not waterfront shall have a Unit Type Value of 10/10ths. Relative Unit Type Value is used to calculate the Allocated Interests of Units.

Unit/RV Lot - means any Unit so designated in Schedule C.

VA - means the Veterans Administration

Section 1.2 Form of Words. The singular form of words shall include the plural and the plural shall include the singular. Masculine, feminine, and gender-neutral pronouns shall be used interchangeably.

Section 1.3 Statutory Definitions. Some of the terms defined above are also defined in the Condominium Act. The definitions in the Declaration are not intended to limit or contradict the definitions in the Condominium Act. If there is any inconsistency or conflict, the definition in the Condominium Act will prevail.

Article 2. CONSTRUCTION AND VALIDITY OF DECLARATION

The Declaration and the Condominium Act provide the framework by which the Condominium is created and operated. In the event of a conflict between the provisions of the Declaration and the Condominium Act, the Condominium Act shall prevail. In the event of a conflict between the provisions of this Declaration and the Bylaws, the Declaration shall prevail except to the extent the Declaration is inconsistent with the Condominium Act. The creation of the Condominium shall not be impaired, and title to a Unit and its interest in the Common Elements shall not be rendered unmarketable or otherwise affected by reason of an insignificant failure of this Declaration, the Survey Map and Plans, or any amendment thereto to comply with the Condominium Act.

Article 3. NAME OF CONDOMINIUM

The name of the Condominium created by this Declaration and the Survey Map and Plans is SkookumRendezvous RV Resort, a condominium.

Article 4. DESCRIPTION OF LAND; DEVELOPMENT IN PHASES

Section 4.1 Description of Land. The Property included in the Condominium and submitted to the Condominium Act is described in Schedule A, as it may be amended by the Declarant upon the addition of the Subsequent Phase Property to the Condominium in one or more Subsequent Phases as provided in this Article. The Condominium is subject to that certain binding site plan recorded under Pend Oreille County Auditor's File No. 4-41A, and the Camelot Shores CC&Rs.

Section 4.2 Consent of Owners. Declarant, together with the Ryan Family Living Trust and Skookum Rendezvous III, being the owners of portions of the Property described in Exhibit A, hereby consent to this Declaration for the purpose of submitting the Property to this Declaration and the Condominium Act, and declare that the Property described above shall be held, sold, conveyed, encumbered, leased, rented, occupied and improved subject to the following covenants, conditions, restrictions, reservations, grants of easement rights, rights of way, liens, charges and equitable servitudes, and shall be binding on all parties having any right, title or interest in the Property or any part thereof, and shall inure to the benefit of each owner thereof. In addition, the members of Skookum Rendezvous Owners Association, at a meeting properly held on November 30, 2006, have consented to the creation of the Condominium on the Property. Any conveyance, transfer, sale, assignment, lease or sublease of a Unit in the Property, shall and hereby is deemed to incorporate by reference all provisions of this Declaration

Section 4.3 Development in Phases. The Declarant intends to develop the Condominium in phases within the property described in Schedules A and B. The first phase (Phase I) consists of the property described in Schedule A and the 196 Unit/RV Lots and 1 Single Family Home Unit, as listed in Schedule C and as shown on the Survey Map and Plans. The Declarant may add the Subsequent Phase Property to the Condominium and create up to an additional 192 Unit/RV Lots in one or more Subsequent Phases by (a) recording an

amendment to Schedule A adding Subsequent Phase Property to the Condominium, (b) recording an amendment to Schedule B removing the portion of the Subsequent Phase Property which has been added to the Condominium; (c) recording an amendment to Schedule C listing all of the Units in the Condominium, including those being created in that Subsequent Phase, together with all of the information called for by that schedule and reallocating the Allocated Interests among all of the Units in accordance with Section 5.4; and (d) filing an amendment to the Survey Map and Plans showing the Subsequent Phase Property added to the Condominium and the Units created by that Subsequent Phase and any remaining Subsequent Phase Property.

Section 4.4 Improvements in Subsequent Phases. All Unit/RV Lots and Single Family Home Units and the Common Elements in each Subsequent Phase shall be substantially completed (with water, sewer and electricity infrastructure and Common Element roadways) before they are added to the Condominium. The Declarant shall be the Owner of all Units created in a Subsequent Phase until those Units have been conveyed.

Section 4.5 Liens. Any liens that arise in connection with the Declarant's ownership of or construction or remodeling of improvements on the Subsequent Phase Property shall attach only to the Declarant's interest in that property and shall not adversely affect the rights of other Unit Owners or the priority of Mortgages on the Units.

Section 4.6 Election To Withdraw Land. The Declarant may at any time or times, elect to withdraw from the Condominium all or a portion of the Subsequent Phase Property prior to conveyance of a Unit on that property, by (a) executing a deed with respect to the withdrawn land, which deed may be to itself or to any other person; (b) recording a notice of withdrawal signed only by the Declarant which described the land being withdrawn; (c) recording an amendment to Schedule A describing the land remaining in the Condominium; (d) recording an amendment to Schedule B describing any remaining Subsequent Phase Property that the Declarant reserves the right to withdraw in the future; and (e) filing an amendment to the Survey Map and Plans showing the land remaining in the Condominium. At the time Declarant elects to withdraw land from the Condominium, Declarant may reserve for the benefit of such land the right to use the Common Elements of the Condominium by recording an amendment to the Declaration providing the terms of such use and any special costs or fees which will be charged for such use. In connection with the withdrawal of land from the Condominium, the Declarant reserves the right to execute if necessary, on behalf of the Unit Owners and the Association, any applications to governmental agencies or other documents or instruments, including but not limited to boundary line adjustments and short plats, necessary to establish the withdrawn land, or such portion thereof that the Declarant desires to withdraw, as a legal lot and to withdraw it from the Condominium. In addition, the Association is authorized to execute such applications or other documents or instruments on behalf of the Unit Owners. In connection with the withdrawal and conveyance of any withdrawn land, the Declarant shall be entitled to all income received therefrom.

Section 4.7 Expiration of Development Rights. The Development Rights specified in this Article shall terminate on the earlier of (a) the seventh anniversary of the recording of this Declaration or (b) the recording of a notice signed by the Declarant that it no longer wishes to exercise any of the Development Rights.

Article 5. DESCRIPTION OF UNITS; ALLOCATED INTERESTS

Section 5.1 Number and Identification of Units. Phase I of the Condominium has 197 Units, consisting of 196 Unit/RV Lots and one Single Family Home Unit. The Identifying Number of each Unit is set forth in Schedule B. The location of the Units are shown on the Survey Map and Plans. Pursuant to Article 4, the Declarant may create up to an additional 192 Unit/RV Lots in one or more Subsequent Phases on the Subsequent Phase Property.

Section 5.2 Unit Boundaries.
The Unit/RV Lots and the Single-Family Home Units in the Condominium are "open space units," the vertical boundaries of which are the planes in space shown on the Survey Map and Plans. The horizontal boundaries of the Unit/RV Lots and the Single-Family Home Units are the legal limits of ownership of a fee interest in the land. The RV, driveway, landscaping, fixtures and improvements within the boundaries of an Unit/RV Lot are, or when added will be, a part of or contained in the Unit. The single family home, garage, driveway, landscaping, fixtures and improvements with the boundaries of a Single-Family Home Unit are, or when added will be, a part of or contained in the Unit.

Section 5.3 Unit Data.
Schedule C sets forth the following data for each Unit/RV Lot and Single-Family Home Unit in Phase I: the approximate square footage of the Unit. Schedule C sets forth the following additional data for each Single-Family Home Unit in Phase I: the number of bedrooms and bathrooms (whole or partial), the levels, the number of built-in fireplaces, and the approximate square footage of the single-family home located therein. Because the Unit/RV Lots are open space units without a permanent residential dwelling structure, the number of bathrooms, the number of rooms designated primarily as bedrooms, and the number of fireplaces, is not applicable. Each Unit is at ground level. When the Declarant creates Units in a Subsequent Phase, Schedule C shall be amended by the Declarant to show all of the data for the Units created.

Section 5.4 Allocated Interests; Common Expense Liability; Voting.
Schedule C sets forth the Allocated Interests, Common Expense Liability and voting rights of each of the Units in the Condominium. Allocated Interests and Interest in the Common Elements of each of the Units in the Condominium is based upon relative Unit Type Value. Units which are waterfront Units shall have a Unit Type Value of 20/10ths and Units which are not waterfront

Units shall have a Unit Type Value of 10/10ths. Allocated Interests and Interest in the Common Elements are used for the purposes of property tax allocation. The Common Expense Liability of the Unit/RV Lots and Single Family Home Units is equal among Units. Voting shall be equal among Units. When the Units in a Subsequent Phase are created, the Declarant shall amend Schedule C to show the Allocated Interests, Common Expense Liability, and voting rights for the preexisting Units and the Units thereby created.

Article 6. COMMON ELEMENTS

Section 6.1_ Description. The Common Elements are all portions of the

Section 6.2_ Use. Each Owner shall have the right to use the Common Elements in common with all other Owners and a right of access from the Owner's Unit across the Common Elements to the public streets. The right to use the Common Elements extends not only to each Owner, but also to his agents, servants, tenants, family members, invitees, and licensees. The right to use the Common Elements shall be governed by the provisions of the Condominium Act, this Declaration, the Bylaws, and the rules and regulations of the Association.

Section 6.3_ Conveyance or Encumbrance of Common Elements. Portions of the Common Elements not necessary for the habitability of a Unit may be conveyed or subjected to a security interest by the Association of the Owners having at least 80% of the votes in the Association, including 80% of the votes excluding votes held by the Declarant or an affiliate of Declarant (as defined in the Condominium Act). Any conveyance, encumbrance, judicial sale, or other transfer (voluntary or involuntary) of an individual interest in the Common Elements shall be void unless the Unit to which that interest is allocated is also transferred.

Article 7. LIMITED COMMON ELEMENTS

Section 7.1_ Description There are no Limited Common Elements in Phase I of the Condominium. The Declarant reserves the Development Right to add the Subsequent Phase Property to the Condominium in one or more additional phases and to create parking spaces for motor vehicles and/or recreational vehicles and/or boat trailers for assignment to Units as Limited Common Elements or as Common Elements of the Condominium. In the event Declarant elects to create parking spaces for assignment to Units as Limited Common Elements, the parking spaces will be designated by number in one or more amendments to the Survey Map and Plans executed only by the Declarant. The number of Limited Common Element parking spaces created by the Declarant will be stated in an amendment to Schedule C. The assignment of parking spaces to Units as Limited Common Elements will be by amendment to Schedule C executed only by the Declarant. The Declarant may designate certain parking spaces as being for common or guest use, subject to regulations by the Board.

Section 7.2 Use. Each Owner shall have the exclusive right to use the Limited Common Elements, if any, allocated or assigned solely to the Owner's Unit. The right to use a Limited Common Element extends not only to each Owner of a Unit, but also to the Owner's agents, servants, tenants, family members, invitees, and licensees. The Board may adopt rules and regulations governing the use of the Limited Common Elements which are not inconsistent with this Declaration. Maintenance of any Limited Common Elements created in a Subsequent Phase shall be a Common Expense.

Section 7.3 Reallocation. A Limited Common Element may be reallocated between Units only with the written approval of the Board and by an amendment to this Declaration executed by the Owners of the Units to which the Limited Common Element was and will be allocated. The Board shall approve the request of the Owner or Owners under this Section within 30 days, or within such other period provided by this Declaration, unless the proposed reallocation does not comply with the Condominium Act or this Declaration. The failure of the Board to act upon a request within such period shall be deemed the disapproval thereof. The amendment shall be recorded in the names of the parties and of the Condominium. A Common Element may be reallocated as a Limited Common Element or a Limited Common Element may be incorporated into an existing Unit with the approval of 75 percent of the Owners, including the Owner of the Unit to which the Limited Common Element will be allocated or incorporated. Such reallocation or incorporation shall be reflected in an amendment to this Declaration and the Survey Map and Plans.

Article 8. AUTHORIZATION OF MANAGING AGENT

The Board shall authorize a professional RV resort management company (the "Managing Agent") to assist the Board in the management and operation of the Condominium, and shall delegate such of its powers and duties to the Managing Agent as it deems to be appropriate, except as limited herein or by law. Specifically, the Managing Agent may be authorized by the Board to carry out, make determinations under, and enforce Article 9, Article 10, Article 11 and Article 12, and because it is anticipated that the Board shall do so, the term "Managing Agent" is used consistently in place of the "Board" therein.

Article 9. RVAND UNIT/RV LOT STANDARDS; UNIT/RV LOT IMPROVEMENTS

Section 9.1 Generally; RV and Improvement Review

All improvements to a Unit/RV Lot, whether of a temporary or permanent nature, and including placement of an RV therein, are subject to review and approval by the Board of Directors. All applications for approval must be submitted to the Architectural Review Committee (ARC) in writing, and include a complete description of that for which approval is being sought, to include dimensions, location of landscaping, concrete and shed, together with any other data required under this Article or requested by the committee, including a diagram showing where within the Unit the improvement or RV will be located. The application shall be submitted before construction, alteration or placement therein is begun, and construction,

alteration or placement shall not be started until written approval thereof is given by the Board of Directors. All applications for approval must be submitted at least 30 days prior to the starting date of the proposed construction, addition, or alteration. The Association may require the Owner to pay an application fee.

Section 9.2 RV Type

All RVs must be new and/or in a well-maintained condition and approved by the Board of Directors before being placed in a Unit. The RV located within such Unit may be any commercially manufactured travel trailer, fifth wheel trailer, Class A or Class C motor home or park model and built to RVIA, RVTIA, or RVPTIA standards (see also Section 9.4). No site-built park models are permitted. All RVs shall have hard wall construction, and be constructed of such exterior material and design as are customarily used by recognized manufacturers of such recreation vehicles. All RVs shall be used primarily as a facility to provide living quarters for recreational camping. The floor space footprint for any RV located within a Unit/ RV Lot shall not exceed 400 square feet. No part of any RV or any additions thereto shall be higher than sixteen (16) feet from the lowest adjacent ground. An additional RV may be parked on and occupied by temporary guests for up to two weeks on three different occasions per year on the following Units: L1, L2, G30, G44, G48, G50, 11S, and 12N.

Section 9.3 Special Requirements for Park Model RVs

Park Model RVs shall be subject to prior written approval from the resort's Architectural Review Committee.

Exterior color shall be consistent with the board of director approved color palettes, and must be shades of muted earth tones, including (but not exclusively) shades of brown, beige, redwood, cedar, green, blue, and gray.

Awnings, decks, porches, covers and other park model RV features must be removable. Park models must have a minimum of four industry recognized tie-downs. Tie-downs utilizing emergency quick release features are encouraged to facilitate urgent relocations of the park model if necessary. Park Model RV's may not exceed 400 square feet in size. Park model RVs with half lofts are permitted.

Covers over a deck are allowed to the extent they comply with the following:

- No larger than the deck (with 1 foot overhang)
- Follow the same setback requirements
- Not enclosed to create an accessory or add on room

Decks on Park Models may be stained or painted to match the color of the park model and / or skirting.

Park Model Application Process:

- A refundable fee of \$500.00 is required with application.
- Park Model need be RVIA approved.
- A picture of the Park Model must be supplied with application. Style, exterior color, and porch/exterior design must be shown.
- A formal lot survey may be performed at the owner's expense if lot lines are not clear
- A detailed lot plan showing placement of Park Model on lot must be submitted. In addition, placement of the following must be included; decks, sheds, air conditioning unit, propane tank, steps, vehicle parking area and any other semi-permanent fixture to the lot

Section 9.4 Pick-up Campers and Van Campers and Short-term Camping

All pickup campers and Class B RVs shall be subject to prior written approval from the resort's Architectural Review Committee prior to being placed in a Unit/RV Lot.

Pickup campers and van campers are permitted on Unit/RV Lots (only one such RV per Unit/RV Lot) and may be used only for temporary guest occupancy. All pickup campers and Class B RVs must be new and/or in a well-maintained condition. Temporary guest camping is permitted in "new condition" tents and pop-up trailers (only one per Unit/RV Lot). Temporary guest occupancy and camping is permitted in Unit/RV Lots for a period not to exceed two (2) weeks and on not more than three (3) separate occasions per season per Unit/RV Lot. Pick-up campers must remain on the vehicle, no free-standing campers allowed.

Section 9.5 RV / Park Model Skirting

Skirting shall be subject to prior written approval from the resort's Architectural Review Committee before being placed on an RV within a Unit.

Park models must be skirted within 60 days of being set within a Unit/RV Lot. Other RVs may be skirted, but all skirting shall comply with this Section. The entire perimeter of an RV must be skirted. Wood, aluminum, rock-like or rigid weather-resistant plastic skirting is allowed on RVs with appropriate exterior color (color must match RV whenever possible). Lattice shall not be permitted as RV skirting, or for storage enclosures within any Unit/RV Lot.

Section 9.6 Shields and Covers

Wheel sun shields, vinyl motorhome or trailer covers, fifth wheel trailer stabilizers and fifth wheel area or pull trailer hitch enclosures may be placed on an RV but shall be of such exterior materials and design as are customarily used and recommended by recognized manufacturers of such items. Generic (blue / gray) tarp RV or boat covers cannot be installed until after September 1 of each year and must be removed by June 1 of the following year. Only covers manufactured for the specific purpose may be used on RVs, boats, cars, or trailers during the remainder of the year.

Section 9.7 Wheels

All RVs must have axles, wheels and (if applicable) trailer tongues attached to the RV to allow emergency removal of the RV from the Unit/RV Lot if necessary. Park Model tongues / wheels may be removed as long as they are stored under the unit and available to be reinstalled.

Section 9.8 Accessory or Add-on Rooms

Freestanding screened gazebos shall be subject to prior written approval from the resort's Architectural Review Committee.

Accessory rooms, build-on additions and/or add-on rooms are not permitted to be constructed or located within any Unit/RV Lot or attached to any RV in such Unit. The term freestanding is defined as a structure that is not permanently affixed to the ground by poles, posts and/or concrete. Structures such as gazebos, pergolas or screen rooms may be approved if they are built on top of the ground and meet all other requirements. Park Models may not enclose a porch, but screens may be approved.

Section 9.9 Awnings and Secondary Roof

Awnings over windows and semi-permanent roll-out awnings attached to an RV are permitted and need not be approved by the Board of Directors/ARC. Freestanding windscreens and sunscreens are permitted and must be approved by the Board of Directors prior to use and installation (see the Resort Manager for a list of approved screens). Free-standing awnings and secondary RV roofs ("snow sheds") are not permitted within any Unit/RV Lot.

Section 9.10 Fences

Fences shall be subject to prior written approval from the resort's Architectural Review Committee.

No fence within a Unit/RV Lot shall be more than 42 inches in height and all fences shall be located entirely within the Owner's Unit. Fence post and frame materials may be wood, hardy plank, or vinyl. Exposed metal posts are not acceptable. The panel portion of fences may include the following materials: wood, hardy plank, vinyl, metal (such as: copper, welded-wire rigid panels, stainless steel cable, or rebar), or other "see-through" and low-maintenance materials. The fence materials may be natural wood or stained/painted in shades of muted earth tones. Metal fence materials may also be non-painted or painted black or gray. Chain link or agricultural field fencing, barbed, chicken, or rolled wire (not exclusively) are not acceptable fence materials. Each Owner shall be responsible for maintaining the fence located within their Unit. Section 9.10 shall apply to Units L1; L2, G2 through G55, inclusive, except that fences may be up to 6 feet high within these Units.

Section 9.11 Sheds

9.11.1 Sheds

Sheds shall be subject to prior written approval from the resort's Architectural Review Committee.

Not more than one detached storage shed is permitted within any Unit/RV Lot at any time. Refer to section 9.15 for placement location. The storage sheds located within a Unit/RV Lot shall not exceed the following dimensions: (a) interior floor space of 120 square feet, (b) exterior sidewalls of 8 feet in height; and (c) overall shed height measured from the lowest adjacent grade to the roof peak of 12 feet. Sidewall construction and roof trusses must be of 2' x 4' or 2' x 6' dimension construction. The roof must be metal panel composition and forest green in color.

Overhangs on the shed must not exceed 12 inches. Hurricane clips attaching the roof trusses to sidewall headers are encouraged to minimize potential debris damage to other Units. Exterior coverings must be horizontal wood or hardy-plank type lap siding. Exterior color shall be consistent with the board of director approved color palettes, and must be stained in shades of muted earth tones, including (but not exclusively) shades of brown, beige, redwood, cedar, green, blue, and gray, subject to prior written approval from the resort's Architectural Review Committee. Extended door entry overhangs and porches on the shed are permitted, except that the overhang or porch deck may not extend more than 4 feet beyond the walls of the shed except where the porch deck extension connects to the RV.

Such overhangs and porch decks must be described in an Owner's application for consent to the Board of Directors. Decks and porches must be bolted onto the shed if the total area of the shed and porch or deck exceeds 120 square feet. Sheds may be skirted with wood lattice to match the shed stain. All river lots must have shed placed no greater than 60 feet from center of roadway. Units listed in Section 9.13 are allowed up to a 200 square foot shed.

9.11.2 Accessory Sheds

Each Unit/RV Lot is permitted to have within its boundaries one additional smaller "Rubbermaid" type storage shed, not to exceed 2' x 6' x 6' in dimension. Such accessory storage sheds must be placed against the back of the RV or the storage shed as described in 9.11.1. No freestanding accessory sheds are allowed.

Section 9.12 Decks

Concrete patios and raised decks shall be subject to prior written approval from the resort's Architectural Review Committee.

Decks and patios must be maintained in good repair. Raised decks must be wood or composite material. Decks patios, and railings shall be consistent with the board of director approved color palettes, and must be shades of muted earth tones, including (but not exclusively) shades of brown, beige, redwood, cedar, green, blue, and gray. Any raised deck with a height greater than 12 inches from the lowest adjacent grade must have a railing. Railing materials may be wood, hardy plank, vinyl, metal (copper, wood framed welded-wire rigid panels, stainless steel cable, rebar (but not exclusively) which may be non-painted or painted black or gray), or other "see-through" and low-maintenance materials.

Section 9.13 Garages Prohibited; Exceptions

Garages and free-standing vehicle covers are not permitted within Units, except as set forth in this Section, which shall be subject to prior written approval from the resort's Architectural Review Committee.

Garages and other freestanding structures such as RV ports and tall fences are permitted in Units L1; L2, G2 through G55, inclusive, in accordance with Pend Oreille County building codes, except that garages are not permitted in Units G2 through G5, inclusive, and Units G8 through

G13, inclusive. County permits are required for all structures greater than 600 square feet. Garages and RV ports must have wood or hardy-plank posts and horizontal wood siding or hardy-plank. Exterior color shall be consistent with the board of director approved color palettes, and must be in shades of muted earth tones, including (but not exclusively) shades of brown, beige, redwood, cedar, green, blue, and gray, subject to prior written approval from the resort's Architectural Review Committee. All such structures must have forest green steel roofing. Garages are intended to be shelter for vehicles or provide storage for other items. For garages over 600 square feet, the owner must submit a copy of the approved county permits for review in addition to the standard ARC Application.

Section 9.14 Unit/RV Lot Lighting and Electrical Pedestal Modification

Spotlights, floodlights, or similar high-intensity lighting is not permitted within any Unit/RV Lot. Lights placed with the Unit may not reflect upon any other Unit or upon the Common Elements. Low intensity lighting which is not disruptive to other Owners or guests at the Condominium is allowed. Solar powered lighting is encouraged wherever possible. Breaker and wiring changes to the electrical pedestal within a Unit are permitted, but all such changes and modifications must comply with all local codes.

Section 9.15 Improvement Setback

RVs, sheds, decks, patios, and other Unit/RV Lot improvements must have a minimum of 12 inches of clearance from the closest point of any sidewall to the boundary of the Unit. For RVs, this includes any open slide-outs or RV extensions. Roof overhangs (dripline) must not extend beyond the Unit boundaries. In an owner's application for the Architectural Review Committee's approval of the RV to be located within the Unit/RV Lot, the Owner shall precisely show the proposed position of the RV within the Unit on the application diagram submitted to the Architectural Review Committee. Owners are encouraged to position RVs, sheds, decks, patios, and other Unit improvements as far to the rear of the Unit (and away from Common Element roads) as is practical, except along Skookum Creek and Pend Oreille River.

Section 9.16 No Encroachment onto Roadway.

No permanent improvements to any Unit/RV Lot may encroach onto the Common Element roadways in the Condominium or within the area between the lot line/Unit boundary stakes which are adjacent to the roadway (the "Roadway Easement Area"). Permanent improvements include, but are not limited to any above grade concrete or block construction. It is possible that any landscaping or landscape improvements which encroach onto the Roadway Easement Area could be damaged by roadwork, snow removal, or utility line projects. The Association is not responsible for any such damage. The Owner, at his own cost and expense, will be responsible for replacing any landscaping or landscape improvements located within the Roadway Easement Area of his Unit/RV Lot which are so damaged. In the event that any roadway maintenance or construction equipment is damaged or roadway construction or maintenance is delayed as a result of an Owner's encroachment onto the Roadway Easement

Area, the Owner shall be responsible for the costs to the Association of such damage and delays. Parking is not permitted on the asphalt roadways.

Section 9.17 Exception for Existing Occupants; Grandfather Clause.

Except as required by local, state, or federal governmental regulation and/or life, safety and health concerns, those improvements existing within any Unit/RV Lot as of September 30, 2023 shall not be required to comply with the RV improvement and Unit/RV Lot standards set forth in Article 9 (a "Non-Conforming Improvement"). In the event that a non-conforming improvement deteriorates and must be replaced, repainted, or re-stained, or that the Owner elects to replace a Non-Conforming Improvement for any reason, the new improvement must comply with all provisions of this Article 9. Any variance/waiver to any Unit/Lot will be documented and placed in the Unit/Lot folder.

Article 10. SINGLE FAMILY HOME UNITS

Single family homes are permitted in the Single-Family Home Units which consist of Units G52, G55 and L8.

Article 11. RULES AND REGULATIONS; CODE OF CONDUCT

Section 11.1 Supervision of Children

11.1.1 Parents or guardians are responsible for the behavior and safety of the children in their charge at all times.

11.1.2 Children under the age of 12 must be accompanied by an adult (18 years or older) at all times.

11.1.3 Children under the age of 12 are not permitted in the restrooms or showers of the Common Element Lodge unless accompanied by an adult.

11.1.4 The sauna, exercise room and the pool table in the Common Element Lodge may be used by people age 16 and older only. Children ages 16 and 17 must be accompanied by an adult.

11.1.5 Children under the age of 18 must be under the supervision of parents or guardians while in the pool area.

Section 11.2 Pets

11.2.1 No insects, reptiles, poultry or animals of any kind shall be raised, bred or kept in any Unit, Unit/RV Lot, RV, single family home or Common Element, except that an Owner may keep a reasonable number of domesticated dogs, cats or other usual household pets (collectively, "Pets").

11.2.2 Pets are required to be kept inside the Owner's home, RV or within the Owner's fenced yard. Pets may be kept in a fenced outdoor portion of a Unit provided that the area is completely fenced and the Pets do not disturb other residents of the Condominium. Pets are not permitted to be left on a leash outside (and not in the Owner's fenced yard) unattended.

11.2.3 Electric dog fences and portable manufactured dog fences may be used in a Unit/RV Lot only with the prior approval of the Managing Agent. No permanent kennels or dog runs are permitted. Pets may be allowed in fenced yards (a minimum of 450 square feet) or in designated fenced Common Element pet areas without a leash.

11.2.4 Pets are not allowed to run free. Pets, including cats, may be walked on the streets if they are on a leash; otherwise, Pets are not permitted on the Common Elements which are not designated pet areas, including but not limited to the Lodge or any other social or recreational building.

11.2.5 Pets are to be walked in the streets or in designated fenced Common Element pet areas. Pets are not to be walked on the patios or on the sidewalks.

11.2.6 Pet owners shall be responsible for any and all droppings and the removal thereof. Furthermore, Pets shall not be permitted to interfere with the reasonable comfort, privacy or safety of the Condominium residents.

11.2.7 The Board or Managing Agent may, after Notice and Opportunity to be Heard, require the removal of any Pet which the Managing Agent finds is disturbing other Owners unreasonably, and may exercise this authority for specific Pets even though other Pets are permitted to remain.

11.2.8 The owner of an animal or Pet shall be responsible for any damage or injury caused by the animal or Pet.

11.2.9 No Pets or other animals whatsoever will be kept or bred for commercial purposes.

Section 11.3 Vehicles and Parking.

11.3.1 It is intended that Owners will park their motor vehicles within their Unit. No vehicle shall be parked within any Unit so that the vehicle extends into the streets or sidewalks of the Condominium, or otherwise inhibits vehicular or pedestrian traffic thereon.

Not more than two passenger motor vehicles or trucks (excluding an RV and boat) may be parked within a Unit at any time. Extra vehicles may be parked in the Common Element extra vehicle parking lot. Extra parking spaces in the Common Element extra vehicle parking lot are limited, and are available on a first come first served basis. The Managing Agent may direct that due to overcrowding any vehicle be removed, and if it is not removed the Managing Agent may cause it to be removed at the risk and expense of the owner thereof.

11.3.2 The speed limit in the Condominium is 10 mph.

This will be strictly enforced

11.3.3 Parking is not permitted in the Common Element drive lanes or other asphalt portions of the roadways.

11.3.4 Owners and their guests are not permitted to work on or change the oil of any motor vehicle except on an RV anywhere on Condominium grounds. Working on and changing the oil of an RV is permitted within the Owner's Unit/RV Lot only, so long as all local, state, and Federal regulations, specifically including regulations regarding the disposal of hazardous substances, are complied with.

11.3.5 Only licensed and insured drivers aged 16 years or older are permitted to drive motorized passenger vehicles, including but not limited to golf carts, ATVs and motorized scooters.

11.3.6 Bicycles, skateboards, skates and scooters may only be used on the streets and drive lanes, and may not be ridden on any sidewalk or patio. This subsection does not apply to persons using wheelchairs or other handicap accessibility vehicles.

11.3.7 Motor vehicles (including RVs) may not be washed on the Common Elements. All vehicle washing must occur within the Owner's Unit.

11.3.8 No parking of any vehicle by an Owner or his guest shall be within any Unit except the Owner's Unit without the express written permission of the other Owner.

Section 11.4 Activities

11.4.1 In consideration of others, 'quiet time' will be from 10 pm to 8 am. Please keep voices, radios, music, televisions etc. at a low level during this time.

11.4.2 Garbage must be deposited in the common area garbage dumpsters regularly. Any on-site garbage container must be kept within the RV, garage or storage shed and cannot be left outside for any reason. Under no circumstance shall refuse, unsightly or abandoned vehicles, debris, noxious material, discarded personal effects, construction materials not for immediate use, and similar matter be permitted within any Unit.

11.4.3 The discharge of firearms and weapons, including airguns, BB guns, cross bows, or bows and arrows, within the Condominium is strictly prohibited. No fireworks of any kind are allowed.

11.4.4 Campfires are allowed within the Units in contained fire safety rings, except during those times that campfires are restricted by federal, state, or local authorities. The Managing Agent may restrict wood fires due to air quality or safety concerns.

11.4.5 Unlawful activity is prohibited at the Condominium and in any Unit.

Section 11.5 Guests

11.5.1 Unit Owners must register overnight guests and their vehicles with the Managing Agent upon arrival at the Condominium. If guests arrive after 5 pm, guests must register with the Managing Agent the following day at 9 am. Necessary registration information includes the names of guests and their children, whether or not they have pets, who they are staying with, which Unit they are parked on, the expected length of stay and vehicle license numbers.

11.5.2 Unit Owners are responsible for making sure their guests comply with the Condominium Declaration and any rules and regulations that are posted in the Lodge, boat launch, pool, spa area, pet areas, clubhouse or elsewhere at the Condominium.

Section 11.6 Use of Boat Launch & Docks

11.6.1 The boat launch docks are for launching your boat and taking it out of the water. Please be considerate to other Owners.

11.6.2 Common day docks in the beach area are for docking boats during the day only. They are not to be used for overnight parking. 11.6.3 Hours of use for the boat launch and docs are sunrise to sunset.

Section 11.7 Miscellaneous

11.7.1 In addition to this Declaration, Owners and their guests are responsible for obeying all rules of the Condominium, including those posted in the Lodge, at the boat launch, at the pool, in the spa area and elsewhere in the Common Elements of the Condominium.

11.7.2 Trees may not be removed from any Unit without the prior approval of the Managing Agent. Trees and bushes may not be permitted to encroach upon the neighboring unit/RV Lot.

11.7.3 Smoking is not permitted inside or within 20 feet of the Lodge or other social or recreational Common Elements of the Condominium.

Article 12. PERMITTED USES; HOME BUSINESS; MAINTENANCE OF UNITS; CONVEYANCES

Section 12.1 Residential Recreational Use; Home Office and Home Business; Invited Businesses; Timesharing Prohibited. The Units in the Condominium are intended for and restricted to any residential use permitted under the Camelot Shores CC&Rs and Pend Oreille County Code on an ownership, rental or lease basis, and for social, recreational or other reasonable activities normally incident to such use, including use as a home office or home business that does not involve use by nonresident employees or regular visits by customers or clients. Store front commercial uses of the Units are prohibited. Prior to commencing any home office or home business use of a Unit the Owner shall submit a written application to the Managing Agent, whose consent will not be unreasonably withheld, and who will evaluate the application, and determine whether the home office or home business use would be permitted under this Section. The Managing Agent shall consider among other things the following items in determining whether the home office or home business use will be permitted: whether the use would be providing a service needed or desired by other Owners, whether the use would create additional traffic or disruption within the Condominium; whether the product or service will draw patrons in from outside the Condominium; whether the use would cause an additional cost or expenses for the Association; whether the use will have the appearance of an outside store front; and whether the business will create the potential for causing disharmony in the Condominium. Within 15 days of receipt of the application, the Managing Agent will either approve or deny the use, and deliver to the Owner a written notice to that effect. Each Owner seeking to use his Unit as a home office or home business shall submit an annual application for approval. Any Owner whose home office or home business use has been approved by the Managing Agent may provide either a business card or a 3" x 5" card to the Managing Agent who will post such card on the Association's bulletin board in a designated business section, and except for posting on the bulletin board no other solicitation for business is allowed in the Resort. The only exception to the foregoing shall be the permissibility of construction offices, management offices and quarters, sales office facilities and model homes operated by Declarant and its affiliates. In addition, the Managing Agent may invite outside business vendors (excluding real estate agents) to come to the Resort to provide goods or services to Owners, including but not limited to food vending, entertainment, medical seminars, massage therapy and bicycle and watercraft rental companies. These invited outside vendors will be located on the Common Elements and will execute a written agreement with the Association outlining the terms and conditions of this license. Amongst other terms of the agreement, all outside vendors shall be provide proof of liability insurance any required licenses and bonds. Invited outside vendors may post business cards on the bulletin board pursuant to this Section. Timesharing of Units, as defined in RCW 64.36, is prohibited.

Section 12.2 Maintenance of Common Elements and Units. The Association is responsible for maintenance, repair, and replacement of the Common Elements. Each Owner is responsible for maintenance, repair and replacement of the Owner's Unit, including the RV, single family home, shed, garage, private yard area, driveway, hedge, fence, rockery and any other improvements in and to the Unit. If any portion of a Unit is not maintained properly, the Managing Agent may notify the Owner of such failure or damage, and instruct the Owner to remedy such failure or damage. If the Owner does not remedy such failure or damage to his or her Unit within 15 days after such Notice and Opportunity to be Heard, then the Association shall have the right to contract for the completion of the required work and levy a special Assessment against the Owner for the cost. Each Owner shall, at the Owner's sole expense, keep the Owner's Unit, including the landscaping, the single family home, RV, shed, garage, private yard area, driveway, hedge, fence, rockery and other improvements within the Unit and its equipment, appliances, and appurtenances, in a clean and sanitary condition, free of rodents and pests, and in good order, condition, and repair and shall do all repair, redecorating and painting at any time necessary to maintain a good appearance and condition and all other improvements located within the Unit. The Association is responsible for maintaining all Common Elements, including but not limited to all Common Element facilities such as the Lodge and common parking areas; the grounds; equipment; landscaped areas; and roads. To the extent permitted by law, the Association will use reasonable professional mitigation efforts to prevent and control milfoil infestations in the waterways adjacent to the Condominium, which may include use of herbicides, mechanical removal methods and other methods.

Section 12.3 Landscaping. Each Owner shall be responsible for the maintenance, and repair of the entire yard within the Owner's Unit including, without limitation, the requirements for fertilizers, re-planting, weed control and all other aspects of landscaping care and maintenance. Each Owner shall maintain the Unit to the edge of the paved street. The Unit must be kept green and mowed or landscaped in such a way as to not require mowing, and be free of noxious weeds, garbage and debris. If an Owner is not able to maintain his Unit, the Owner may hire an outside lawn service or make arrangements with the Managing Agent for minimal maintenance for a fee, which fee shall be a Specially Allocated Expense charged to the Unit. Each lawn is also required to have a sprinkler system. Sprinkler systems and manual sprinklers shall water the Owner's Unit only, and shall not spray onto other Units or the Common Element roadways. No Owner shall allow the lawn or landscaping to die or deteriorate or allow waste, rubbish, trash, animal waste, or other material to accumulate on the grounds of their Unit. All Unit/RV Lots created in Phase I of the Condominium shall eliminate the weeds growing in the Unit by October 31, 2008. Each Owner of a Unit created in a subsequent phase shall eliminate the weeds growing in the Unit within two (2) years of the closing date of the sale of the Unit from Declarant to the Owner. The Association shall have and retain the right to demand that each Owner maintain and replace the lawn, landscaping, irrigation system and other non-lawn portions of the Owner's Unit. If any portion of the Unit is not maintained properly, or if the Owner fails to properly install or maintain the lawn, landscaping, or irrigation system or eliminate the weeds within two years

of the closing, the Managing Agent may notify the Owner of such failure, and instruct the Owner to remedy such failure. If the Owner does not remedy such failure within 15 days after such Notice and Opportunity to be Heard, then the Association shall have the right to contract for the completion of the required work and levy a special Assessment against the Owner for the cost.

Section 12.4 Leases. Any lease or rental agreement must provide that its terms shall be subject in all respects to the provisions of the Declaration, the Bylaws, and rules and regulations of the Association and that any failure by the tenant to comply with the terms of such documents, rules, and regulations shall be a default under the lease or rental agreement. If any lease under this Section does not contain the foregoing provisions, such provisions shall nevertheless be deemed to be part of the lease and binding upon the Owner and the tenant by reason of their being stated in this Declaration. All leases and rental agreements shall be in writing. Any Unit/RV Lot Owner may notify the Managing Agent in writing that their Unit/RV Lot is available for lease by other Owners and their guests. The Managing Agent will keep a current list of those Unit/RV Lots and will provide a copy of said list to any Owner upon request. Unit/RV Lot Owners may permit another Owner or his guest to use the Owner's Unit/RV Lot with or without charge, but any agreements and financial arrangements shall be between the Owners and shall not involve the Association or the Managing Agent. If any lessee or occupant of a Unit violates or permits the violation by his guests and invitees of any provisions hereof or of the Bylaws or of the rules and regulations of the Association, and the Managing Agent determines that such violations have been repeated and that a prior notice to cease has been given, the Managing Agent may give notice to the lessee or occupant of the Unit and the Owner thereof to forthwith cease such violations. If the violation is thereafter repeated, the Managing Agent shall have the authority, on behalf and at the expense of the Owner, to evict the tenant or occupant if the Owner fails to do so after Notice from the Managing Agent and an Opportunity to be Heard. Neither the Board nor the Managing Agent shall have liability to an Owner or tenant for any eviction made in good faith. The Association shall have a lien against the Owner's Unit for any costs incurred by it in connection with such eviction, including reasonable attorney's fees, which may be collected and foreclosed by the Association in the same manner as Assessments are collected and foreclosed under Article 20. Other than as stated in this Section, there is no restriction on the right of any Owner to lease or otherwise rent his Unit.

Section 12.5 Effect on Insurance Nothing shall be done or kept in any Unit or in any Common Element that will increase the rate of insurance on the property without the prior written consent of the Board or Managing Agent. Nothing shall be done or kept in any Unit or in any Common Element that will result in the cancellation of insurance on any part of the property, or that would be in violation of any laws. Each Owner shall be required to obtain and maintain property insurance on the improvements within the Owner's Unit, including any single family home, RV, and garage located therein for the full replacement cost thereof, less a reasonable deductible.

The Association will not be responsible for any loss due to storm, accident, fire, theft, etc.

Section 12.6 Use and Alteration of Common Elements. shall be subject to the provisions of this Declaration and rules and regulations of the Board. Except for routine maintenance, nothing shall be altered or constructed in or removed from any Common Element except with the prior written consent of the Board and the consent of 67% of the Owners.

Section 12.7 Signs. Signs shall not be displayed to public view on any Unit except for signs used by Declarant to advertise Units for sale, or permanent entry monuments for the Condominium. The Association shall maintain a bulletin board on the Common Elements for the posting of notices and information. Until such time as the Declarant has sold all Unit/RV Lots in all phases, the bulletin board may not be used to post notices of resales of Unit/RV Lots.

Section 12.8 Quiet Enjoyment. No Owner shall permit anything to be done or kept in the Owner's Unit, RV, or other improvement which would interfere with the right of quiet enjoyment of the other residents of the Condominium

Section 12.9 Offensive Activity No noxious or offensive activity shall be carried on in any Home, Unit or Common Element, nor shall anything be done therein that may be or become an annoyance or nuisance to other Owners. Construction activities by Declarant or an affiliate of Declarant permissible under local ordinances shall not be considered to be an offensive activity under this Section

Section 12.10 Excavations; Subsurface Rights. No excavation or drilling for mineral, ore, stone, gravel, petroleum or earth shall be made upon any Unit other than excavations necessary for construction purposes relating to construction on a Unit, or utilities, drainage, concrete work, and for the purpose of contouring, shaping, fencing, landscaping and generally improving any Unit. There shall be no deed, conveyance, agreement or other document executed by an Owner which should affect or cause a separation into different ownership of the surface or subsurface rights of any Unit or portion thereof.

Section 12.11 Antennas. The Managing Agent may regulate the size, location and screening of any antenna, satellite dish or similar equipment which an Owner may have the right to install on the Owner's Unit pursuant to the provisions of 47 C.F.R. § 1.4000 as it now exists or is hereafter amended or replaced, provided such regulation or screening does not adversely affect reception or unreasonably increase cost. If the provisions of this Section conflict with any applicable federal, state or local law, ordinance, rule or regulation, the terms of such law, ordinance, rule or regulations shall prevail, but the conditions and limitations set forth in this Section shall be enforced to the maximum extent permitted by law.

Section 12.12 Utilities. All utility connections and service lines to each Unit shall be installed underground, including electric service, irrigation piping, water service, gas service, sewer, and telephone cable, in accordance with accepted construction and utility standards. The cost of installation and usage of all utilities shall be borne solely by the applicable Owner.

Section 12.13 Hazardous Substances. Each Owner shall not permit any Hazardous Substance to be generated, processed, stored, transported, handled, or disposed of on, under, in or through the Owner's Unit or Common Element. Each Owner shall indemnify, defend, and hold harmless the other Owner or Owners and the Association from all fines, suits, procedures, claims, and actions of any kind arising out of or in any way connected with any spills or discharges of Hazardous Substances or wastes arising from the operation or use of the Unit by the Owner, tenants, or invitees of the Unit. As used herein, the term "Hazardous Substance" means any hazardous, toxic or dangerous substance, waste, or material which is or becomes regulated under any federal, state, or local statute, ordinance, rule, regulation, or other law now or hereafter in effect pertaining to environmental protection, contamination or cleanup, including without limitation any substance, waste, or material which now or hereafter is designated as a "Hazardous Substance" under the Comprehensive Environmental Response, Compensation and Liability Act (42 U.S.C. § 9601 *et seq.*), or under any local or state rule or regulation. Without limiting the foregoing, Hazardous Substances shall include, but not be limited to, any substance which after being released into the environment and upon exposure, ingestion, inhalation, or assimilation, either directly from the environment or indirectly by ingestion through food chains, will or may reasonably be anticipated to cause death, disease, behavior abnormalities, cancer, and/or genetic abnormalities.

Section 12.14 Conveyance by Owners; Notice Required. The right of an Owner to convey or sell the Unit shall not be subject to any right of approval, disapproval, first refusal, or similar restriction by the Association or the Board, or anyone acting on their behalf. An Owner intending to convey a Unit shall deliver a written notice to the Board, at least two weeks before closing, specifying (a) the Unit being sold; (b) the name and address of the purchaser, of the closing agent, and of the title insurance company insuring the purchaser's interest; and (c) the estimated closing date. The Board shall notify the purchaser of any pending litigation or arbitration in which the Association is a party. The Board shall have the right to notify the purchaser, the title insurance company, and the closing agent of the amount of unpaid Assessments and charges outstanding against the Unit, whether or not such information is requested. At the time of closing, the new Unit Owner shall notify the Association of the date of the conveyance and the Owner's name and address and provide the Association with proof of all insurance required of the Owner under Section 23.8. At the time of the first conveyance of each Unit, every mortgage, lien, or other encumbrance affecting that Unit and any other Unit or Units or real property, other than the percentage of undivided interest of that Unit in the Common Elements, shall be paid and satisfied of record, or the Unit being conveyed and its undivided interest in the Common Elements shall be released therefrom by partial release duly recorded or the purchaser of that Unit shall receive title insurance from a licensed title insurance company against such mortgage, lien, or other encumbrance. In connection with the closing of the sale of an Unit/RV Lot from an Owner (not including Declarant) to a subsequent purchaser, the purchaser shall pay to the Association as a nonrefundable transfer fee and contribution to the working capital fund for

Condominium maintenance and resort promotion, an amount equal to two percent (2%) of the purchase price for the Unit/RV Lot, which amount shall not be considered as an advance payment of regular Assessments. The Declarant shall not use any of the transfer fee or working capital fund to defray any of its expenses, reserve contributions, or construction costs or to make up any budget deficits prior to the Transition Date.

Article 13. DEVELOPMENT RIGHTS AND SPECIAL DECLARANT RIGHTS

The Declarant reserves the Development Rights to (a) create up to 192 additional Unit/RV Lots; (b) create Limited Common Element parking spaces on the Subsequent Phase Property and allocate them to Units in accordance with Article 7; and (c) utilize the easement rights specified in Article 26. The Declarant shall be entitled to all of the income from (and shall bear all the expenses of) the Subsequent Phase Property and from any Units created thereon until such Units are conveyed.

The Declarant reserves the following Special Declarant Rights: (a) to complete any improvements shown on the Survey Maps and Plans; (b) to maintain construction offices, sales offices, management offices, signs advertising the Condominium, and models on the Units which are not occupied and are for sale by the Declarant, in Units owned by the Declarant, and in the Common Elements of the Condominium; (c) to use easements through the Common Elements for the purpose of making improvements within the Condominium; and (d) to elect, appoint, or remove any officer of the Association or any member of the Board during the period of Declarant Control as provided by Article 16.

The rights described in this Article shall not be transferred except by instrument evidencing the transfer executed by the Declarant or the Declarant's successor and the transferee, and recorded in Pend Oreille County. The rights and liabilities of the parties involved in such a transfer, and of all persons who succeed to any Development Right or Special Declarant Right, are set out in RCW 64.34.316.

Article 14 ENTRY FOR REPAIRS OR MAINTENANCE

The Association and its agents or employees may enter any Unit to effect repairs, improvements, replacements, maintenance, or sanitation work deemed by the Board to be necessary in the performance of its duties, to do necessary work that the Owner has failed to perform, or to prevent damage to the Common Elements or to another Unit. Except in cases of great emergency that preclude advance notice, the Board shall cause the Unit occupant to be given Notice and an Opportunity to be Heard as far in advance of entry as is reasonably practicable. Such entry shall be made with as little inconvenience to the Owners and occupants as practicable. The Board may levy a special Assessment against the Owner of

the Unit for all or part of the cost of work that the Owner has failed to perform which may be collected and foreclosed by the Association in the same manner as Assessments are collected and foreclosed under Article 19.

Article 15 OWNERS ASSOCIATION

Section 15.1 Form of Association. The Owners of Units shall constitute an owners association to be known as Skookum Rendezvous Owners Association. The Association shall be organized as a nonprofit corporation, no later than the date the first Unit in the

Condominium is conveyed. The number of Board members and qualifications and procedures for election to the Board shall be provided in the Bylaws. The rights and duties of the Board and of the Association shall be governed by the provisions of the Condominium Act, the Declaration, and the Bylaws.

Section 15.2 Bylaws. There are Bylaws which supplement the Declaration, provide for the administration of the Association and the property, and for other purposes not inconsistent with the Condominium Act or the Declaration.

Section 15.3 Qualification and Transfer. Each Owner of a Unit (including the Declarant) shall be a member of the Association and shall be entitled to one membership for each Unit owned, which membership shall be considered appurtenant to that member's Unit. Ownership of a Unit shall be the sole qualification for membership in the Association. A membership shall not be transferred in any way except upon the transfer of title to the Unit and then only to the transferee of title to the Unit, provided, that if a Unit has been sold on contract, the contract purchaser shall exercise the rights of the Owner for purposes of the Association, this Declaration, and the Bylaws, except as hereinafter limited, and shall be the voting representative unless otherwise specified. Any attempt to make a prohibited transfer shall be void. Any transfer of title to a Unit shall operate automatically to transfer the membership in the Association to the new Owner.

Section 15.4 Powers of the Association In addition to those actions authorized elsewhere in the Declaration, the Association shall have the power to:

15.4.1 With the consent of at least 67% of the Owners, adopt and amend the Bylaws and the rules and regulations for the Condominium;

15.4.2 Adopt and amend budgets for revenues, expenditures, and reserves, and impose and collect Common Expenses, Specially Allocated Expenses, and special Assessments from Owners;

15.4.3 Hire and discharge or contract with Managing Agents and other employees, agents, and independent contractors;

15.4.4 Institute, defend, or intervene in litigation or administrative proceedings in its own name on behalf of itself or two or more Unit Owners on matters affecting the Condominium; provided, however, that the approval of Owners holding at least 67% of the votes in the Association shall be required before the Association may institute, commence or intervene in any litigation or administrative proceeding, including arbitration, other than litigation or other proceedings against Owners for collection of delinquent Assessments or for enforcement of the Declaration or rules and regulations of the Association; but Owner approval shall not be required for settlement of such litigation or administrative proceedings;

15.4.5 Make contracts and incur liabilities;

15.4.6 Regulate the use, maintenance, repair, replacement, and modification of the Units, RVs, single family homes and other improvements within the Units;

15.4.7 Provide for the maintenance, repair, replacement and modification of the Common Elements;

15.4.8 Acquire, hold, encumber, convey, and dispose of, in the Association's name, right, title, or interest to real or tangible and intangible personal property, and arrange for and supervise any addition or improvement to the Common Elements, provided that:

15.4.8.1 If the estimated cost of any separate property acquisition, addition, or improvement to the Common Elements exceeds \$10,000, the approval of the Owners holding a majority of the votes in the Association shall be required; and

15.4.8.2 The beneficial interest in any property acquired by the Association pursuant to this Section shall be owned by the Owners in the same proportion as their respective interests in the Common Elements and shall thereafter be held, sold, leased, mortgaged, or otherwise dealt with as the Board shall determine.

15.4.9 Grant easements, leases, licenses, and concessions through or over the Common Elements and petition for or consent to the vacation of easement rights, streets and alleys;

15.4.10 Impose and collect any payments, fees, or charges for the use, rental, or operation of the Common Elements and for services provided to Owners;

15.4.11 Acquire and pay for all goods and services reasonably necessary or convenient for the efficient and orderly functioning of the Condominium;

15.4.12 Impose and collect charges for late payment of Assessments as further provided in Article 19, and, after Notice and an Opportunity to be Heard by the Board or by such representative designated by the Board and in accordance with such procedures as provided in this Declaration, the Bylaws, or rules and regulations adopted by the Board, levy reasonable fines in accordance with a previously established schedule thereof adopted by the Board and furnished to the Owners for violations of this Declaration, the Bylaws, and rules and regulations of the Association;

15.4.13

15.4.14 Impose and collect reasonable charges for the preparation and recording of amendments to this Declaration, resale certificates required by RCW 64.34.425, and statements of unpaid Assessments;

15.4.15 Impose and collect a nonrefundable transfer fee and contribution to the working capital fund for Condominium maintenance and resort promotion of 2% of the purchase price of a Unit for maintenance of a Condominium website and other public information material from all first purchasers and resale purchasers of Units, and deposit such fees into the accounts of the Association;

15.4.16 Provide for the indemnification of its officers and Board, and maintain directors' and officers' liability insurance;

15.4.17 Assign its right to future income, including the right to receive Assessments;

15.4.18 Collect, provide or pay, as a Specially Allocated Expense, the assessments owed to CSHOA;

15.4.19 Provide or pay, as a Specially Allocated Expense, the cost of Unit landscaping maintenance;

15.4.20 Enter into contracts with third parties to provide or make available recreational amenities for the Unit Owners

15.4.21 Exercise any other powers conferred by this Declaration or the Bylaws;

15.4.22 Exercise all other powers that may be exercised in this state by the same type of corporation as the Association; and

15.4.23 Exercise any other powers necessary and proper for the governance and operation of the Association.

Section 15.5 Financial Statements and Records. The Association shall keep financial records in accordance with generally accepted accounting principles and in sufficient detail to enable the Association to comply with the resale certificate requirements set forth in RCW 64.34.425. All financial and other records shall be made reasonably available for examination by any Unit Owner and the Owner's authorized agents. At least annually, the Association shall prepare, or cause to be prepared, a financial statement of the Association in accordance with generally accepted accounting principles. The annual financial statement shall be audited at least annually by a certified public accountant who is not a member of the Board or an Owner. The financial statement shall be completed in time for the Association's annual meeting and in any event within 120 days following the end of the fiscal year. Any mortgagee will, upon request, be entitled to receive the annual financial statement within 120 days following the end of the fiscal year. The Board, or persons having 35% of the voting power of the Association, may require that an audit of the Association and management books be presented at any special meeting. An Owner or Mortgagee, at the Owner's or Mortgagee's expense, may at any reasonable time conduct an audit of the books of the Board and Association. Upon written request of FHLMC or FNMA, if it is a Mortgagee, the Association shall provide within a reasonable time the financial statement of the Association for the preceding fiscal year.

Section 15.6 Inspection of Condominium Documents, Books, and Records. The Association shall make available to Owners, Mortgagees, prospective purchasers and their prospective Mortgagees, and the agents or attorneys of any of them, current copies of this Declaration, the Articles, the Bylaws, the rules and regulations of the Association, and other books, records, and financial statements of the Association. "Available" shall mean available for inspection upon request, during normal business hours or under other reasonable circumstances. The Association may require the requesting party to pay a reasonable charge to cover the cost of making the copies

Article 16. DECLARANT CONTROL PERIOD

Section 16.1 Declarant Control Until Transition Date.

Until the Transition Date, the Declarant shall have the right to appoint and remove all members of the Board, provided that

(a) not later than 60 days after conveyance of 25% of the Units that may be created to Owners other than the Declarant, at least one member and not less than 25% of the members of the Board must be elected by Owners other than the Declarant and (b) not later than 60 days after conveyance of 50% of the Units that may be created to Owners other than the Declarant, not less than one-third of the members of the Board must be elected by Owners other than the Declarant.

Section 16.2 Transition Date. Declarant Control of the Association shall terminate on the Transition Date. The Transition Date shall be no later than the earlier of (a) 60 days after conveyance of 75% of the Units that may be created to Owners other than the Declarant, (b) two years after the last conveyance of a Unit, (c) two years after the last exercise of a Development Right to add new Units, or (d) the date on which the Declarant records an amendment to the Declaration pursuant to which the Declarant voluntarily surrenders the right to further appoint and remove officers and members of the Board. Declarant's reservation of Declarant Control, as expressed under Article 16 of the Declaration, is hereby voluntarily relinquished. All other provisions of Article 16 of the Declaration are unchanged by this amendment.

Section 16.3 Declarant's Transfer of Association Control Within 60 days after the Transition Date, the Declarant shall deliver to the Association or to the Managing Agent all property of the Owners and of the Association held or controlled by the Declarant including, but not limited to, the following:

16.3.1 The original or a photocopy of the recorded Declaration and each amendment to this Declaration;

16.3.2 The certificate of incorporation and a copy or duplicate original of the Articles as filed with the secretary of state;

16.3.3 The Bylaws;

16.3.4 The minute books, including all minutes and other books and records of the Association;

16.3.5 Any rules and regulations that have been adopted;

16.3.6 Resignations of officers and members of the Board who are required to resign because the Declarant is required to relinquish control of the Association;

16.3.7 The financial records, including cancelled checks, bank statements, and financial statements of the Association, and source documents from the time of incorporation of the Association through the date of transfer or control to the Owners;

16.3.8 Association funds or the control of the funds of the Association;

16.3.9 All tangible personal property of the Association, represented by the Declarant to be the property of the Association and inventory of the property

16.3.10 Except for alterations to a Unit done by a Unit Owner other than the Declarant, the copy of the Declarant's plans and specifications utilized in the construction or remodeling of the Condominium, with a certificate of the Declarant or a licensed architect or engineer that the plans and specifications represent, to the best of such Person's knowledge and belief, the actual plans and specifications utilized by the Declarant in the construction or remodeling of the Condominium;

16.3.11 Insurance policies or copies thereof for the Condominium and the Association;

16.3.12 Copies of any certificates of occupancy that may have been issued for the Condominium;

16.3.13 Any other permits issued by governmental bodies applicable to the Condominium in force on the Transition Date;

16.3.14 All original warranties that are still in effect for the Common Elements, or any other areas or facilities which the Association has a responsibility to maintain and repair, from the contractor, subcontractors, suppliers, and manufacturers and all owners manuals or instructions furnished to the Declarant with respect to installed equipment or building systems;

16.3.15 A roster of Unit Owners and Eligible Mortgagees and their addresses and telephone numbers, if known, as shown on the Declarant's records and the date of closing of the first sale of each Unit sold by the Declarant;

16.3.16 Any leases of the Common Elements or Limited Common Elements, if any are created in a Subsequent Phase, and other leases to which the Association is a party;

16.3.17 Any employment contracts or service contracts in which the Association is one of the contracting parties or service contracts in which the Association or the Unit Owners have an obligation or a responsibility, directly or indirectly, to pay some or all of the fee or charge of the person performing the services; and

16.3.18 All other contracts to which the Association is a party.

Section 16.4 Audit of Records Upon Transfer. Upon termination of the period of Declarant Control, the records of the Association shall be audited as of the date of transfer by

an independent certified public accountant in accordance with generally accepted auditing standards unless the Owners, other than the Declarant, by two-thirds vote, elect to waive the audit. The costs of the audit shall be a Common Expense.

Article 17. THE BOARD

Section 17.1 Selection of the Board and Officers. Prior to the Transition Date, election or appointment of members of the Board shall be governed by Article 16. Within 30 days after the Transition Date, the Owners shall elect a Board, a majority of whom must be Unit Owners. The number of Board members and their terms of services shall be specified in the Bylaws. The Board shall elect officers in accordance with the procedures provided in the Bylaws. The members of the Board and officers shall take office upon election. Removal of Board members, and their terms of service shall be as provided in the Bylaws.

Section 17.2 Powers of the Board; Adoption of Budget. Except as provided in this Declaration, the Bylaws or the Condominium Act, the Board shall at all times act on behalf of the Association. The Board may exercise all powers of the Association, except as otherwise provided in the Condominium Act, Declaration, or the Bylaws.

Section 17.3 Managing Agent.

The Board may contract with an experienced professional RV resort management company (the "Managing Agent") to assist the Board in the management and operation of the Condominium, and may delegate such of its powers and duties to the Managing Agent as it deems to be appropriate, except as limited herein. Specifically, the Managing Agent may be authorized by the Board to carry out, make determinations under, and enforce Article 9, Article 10, Article 11 and Article 12, and because it is anticipated that the Board shall do so, the term "Managing Agent" is used consistently in place of the "Board" therein. Any contract with a Managing Agent shall have a term no longer than one year (but may be renewable by agreement of the parties for successive one-year periods) and shall be terminable by the Board without payment of a termination fee, either (a) for cause, on 30 days' written notice or (b) without cause, on not more than 90 days' written notice.

Section 17.4 Limitations on Board Authority. The Board shall not act on behalf of the Association to amend the Declaration in any manner that requires the vote or approval of the Unit Owners pursuant to Article 27, to terminate the Condominium pursuant to Article 28, or to elect members of the Board or determine the qualifications, powers, and duties, or terms of office of members of the Board. The Board may, in accordance with the Bylaws, fill vacancies in its membership for the unexpired portion of any term.

Section 17.5 Right to Notice and Opportunity To Be Heard. Whenever this Declaration requires that an action of the Board be taken after "Notice and Opportunity to be

Heard," the following procedure shall be observed: The Board shall give written notice of the proposed action to all Owners, tenants, or occupants of Units whose interest would be significantly affected by the proposed action. The notice shall include a general statement of the proposed action and the date, time, and place of the hearing, which shall be not less than five days from the date notice is delivered by the Board. At the hearing, the affected person shall have the right, personally or by a representative, to give testimony orally, in writing or both (as specified in the notice), subject to reasonable rules of procedure established by the Board to assure a prompt and orderly resolution of the issues. Such evidence shall be considered in making the decision but shall not bind the Board. The affected person shall be notified of the decision in the same manner in which notice of the meeting was given.

Article 18. BUDGET AND ASSESSMENTS

Section 18.1 Fiscal Year. The Board may adopt such fiscal year for the Association as it deems to be convenient. Unless another year is adopted, the fiscal year will be the calendar year.

Section 18.2 Preparation of Budget. Not less than 30 days before the end of the fiscal year the Board shall prepare a budget for the Association for the coming year. In preparing its budget the Board shall estimate the Common Expenses and Specially Allocated Expenses of the Association to be paid during the year, make suitable provision for accumulation of reserves, including amounts reasonably anticipated to be required for maintenance, repair, and replacement of the Common Elements, and shall take into account any surplus or deficit carried over from the preceding year and any expected income to the Association. The Declarant shall prepare the initial budget for the first fiscal year of the Association.

Section 18.3 Ratification of Budget. Within 30 days after adoption of any proposed budget for the Condominium after the Transition Date, the Board shall provide a summary of the budget to all the Owners and shall set a date for a meeting of the Owners to consider ratification of the budget not less than 14 nor more than 60 days after mailing of the summary. Unless at that meeting the Owners to which a majority of the votes in the Association are allocated reject the budget, the budget is ratified, whether or not a quorum is present. In the event the proposed budget is rejected or the required notice is not given, the periodic budget last ratified by the Unit Owners shall be continued until such time as the Unit Owners ratify a subsequent budget proposed by the Board. If the Board proposes a supplemental budget during any fiscal year that results in an increase in an Owner's Assessments, such budget shall not take effect unless ratified by the Unit Owners in accordance with this Section.

Section 18.4 Supplemental Budget If during the year the budget proves to be inadequate for any reason, including nonpayment of any Owner's Assessment, the Board may prepare a supplemental budget for the remainder of the year. A supplemental budget adopted

after the Transition Date is subject to ratification pursuant to Section 18.3. The Board shall also prepare a supplemental budget when additional Units are created in a Subsequent Phase, but the supplemental budget need not be ratified by the Owners under Section 18.3 unless the budget has been adopted after the Transition Date and proposes an increase in Assessments on existing Units.

Section 18.5 Assessments for Common Expenses.

The sums required by the Association for Common Expenses, as reflected by the annual budget and any supplemental budgets, shall be charged and paid in one annual installment. The Common Expense Assessment for each Unit is determined by the Common Expense Liability allocated to each Unit in Schedule C times the total annual installment for Common Expenses for all Units. Assessments may be rounded to the nearest dollar. Assessments begin accruing for all Units upon the conveyance by the Declarant of the first Unit, provided that the Declarant may delay the commencement of Assessments and pay all actual Common Expenses (but no allocations to reserves). Once Assessments have commenced, the annual portion of Common Expenses to be assessed against the Units shall be based upon the budget for that year. To the extent that any Common Expense is caused by the misconduct of an Owner or tenant of any Unit, the Association may assess the expense against that Unit.

Section 18.6 Specially Allocated Expenses Specially Allocated Expenses assessed against certain Units (according to Unit Type or otherwise) include:

18.6.1 The costs of grass cutting and basic landscaping within the Unit/RV Lots and Single-Family Home Units shall be specially allocated to the Owners of the Unit/RV Lots and Single-Family Home Units who elect to have the Association maintain the grass and landscaping within the Unit. The annual cost for such service shall be determined by the Managing Agent.

18.6.2 Assessments owed to CSHOA on behalf of those Unit Owners who are members of CSHOA and subject to the Camelot Shores CC&Rs shall be specially allocated to such Owners unless the assessment is directly paid to CSHOA by the Owner.

Section 18.7 Change in Dollar Amounts.The Board may, without submitting sucorrection to vote of the Owners except as may be required by this Article 18, record an affidavit of correction with Pend Oreille County in order to correct, update or adjust for inflation the dollar amount of any Common Expense Assessment or Assessment for a Specially Allocated Expense which is set forth in this Declaration.

Section 18.8 Costs Relating to Portion of Condominium Subject to Development Rights.

Section 18.9 Transfer Fee and Contribution

to Working Capital for Maintenance and Resort Promotion.

In connection with the closing of the sale of an Unit/RV Lot from an Owner (not including Declarant) to a subsequent purchaser, the purchaser shall pay to the Association as a nonrefundable transfer fee and contribution to the working capital fund for Condominium maintenance and resort promotion, an amount equal to two percent (2%) of the purchase price for the Unit/RV Lot, which amount shall not be considered as an advance payment of regular Assessments. The Declarant shall not use any of the transfer fee or working capital fund to defray any of its expenses, reserve contributions, or construction costs or to make up any budget deficits prior to the Transition Date.

Section 18.10 Special Assessments. For those Common Expenses or Specially Allocated Expenses which cannot reasonably be calculated and paid on a semi-annual basis, the Board may levy a special Assessment for such expenses against the Units, subject to ratification by the Owners pursuant to Section 18.3. To the extent that any Common Expense or Specially Allocated Expense is caused by the misconduct of an Owner, tenant, guest or occupant of any Unit, the Association may, after Notice and an Opportunity to be Heard, levy a special Assessment for the expense against the Owner of that Unit.

Section 18.11 Creation of Reserves; Assessments. The Board shall create reserve accounts for anticipated expenses for repairs, replacements, and improvements which will occur in the future in order to accumulate sufficient funds to pay such expenses when they occur. The operation of reserve accounts and Assessments for reserve accounts shall be further governed by the Bylaws.

Section 18.12 Notice of Assessments. The Board shall notify each Owner in writing of the amount of the general and special Assessments to be paid for the Owner's Unit and shall furnish copies of all budgets and the Common Expense Liability allocations which apply to the Unit, on which the general and special Assessments are based. The Board shall furnish the same information to an Owner's Mortgagee if so requested.

Section 18.13 Payment of Assessments.

On or before the first day of the month in which the annual Assessment is due, each Owner shall pay or cause to be paid to the treasurer or designated agent of the Association all Assessments against the Unit for that 12-month period. Any Assessments not paid by the fifteenth day of the calendar month in which it is due shall be delinquent and subject to late charges, interest charges, and collection procedures as provided in Article 19.

Section 18.14 Proceeds Belong to Association. All Assessments and other receipts received by the Association on behalf of the Condominium shall belong to the Association.

Section 18.15 Failure to Assess. Any failure by the Board or the Association to make the budgets and Assessments hereunder before the expiration of any year for the ensuing year shall not be deemed a waiver or modification in any respect of the provisions of this Declaration, or a release of the Owners from the obligation to pay Assessments during that or any subsequent year. The Assessment amounts established for the preceding year shall continue until new Assessments amounts are established.

Section 18.16 Certificate of Unpaid Assessments. Upon the request of any Owner or Mortgagee of a Unit, the Board will furnish a certificate stating the amount, if any, of unpaid Assessments charged to the Unit. The certificate shall be conclusive upon the Board and the Association as to the amount of such indebtedness on the date of the certificate in favor of all purchasers and mortgagees of the Unit who rely on the certificate in good faith. The Board may establish a reasonable fee to be charged to reimburse it for the cost of preparing the certificate.

Section 18.17 Reconciliation of Assessments to Actual Income and Expenses. The Association shall establish and maintain its accounts and records in such a manner that will enable it to credit Assessments for Common Expenses and Specially Allocated Expenses, including any allocations to reserves, and income to the Association to the account of the appropriate Units and make its expenditures from the appropriate accounts. In order that the Unit Owners are correctly assessed for the actual expenses of the Association, the accounts of the Association shall be reconciled at least annually, unless the Board determines that a reconciliation would not result in a material savings to any Unit Owner; and any surpluses (or deficits) in the accounts shall be credited to the benefit of or paid to (or charged to the account of or assessed against) the Owners of the Units who paid the surplus (or owe the deficit).

Section 18.18 Recalculation of Assessments. If Common Expense Liabilities are reallocated, Common Expense Assessments, Specially Allocated Expenses, and special Assessments, and any installment thereof not yet due shall be recalculated in accordance with the reallocated liabilities. The Board may, without submitting such correction to vote of the Owners except as may be required by Article 18, record an affidavit of correction with Pend Oreille County in order to correct, update or adjust for inflation the dollar amount of any Common Expense Assessment or Assessment for a Specially Allocated Expense which is set forth in this Declaration.

Article 19. LIEN AND COLLECTION OF ASSESSMENTS

Section 19.1 Assessments Are a Lien; Priority. The Association has a lien on a Unit for any unpaid Assessment levied against a Unit from the time the Assessment is due. A lien under this Article shall be prior to all other liens and encumbrances on a Unit except (a) liens and encumbrances recorded before the recording of this Declaration; (b) a mortgage on the

Unit recorded before the date on which the Assessment sought to be enforced became delinquent, EXCEPT to the extent of Assessments for Common Expenses, excluding any amounts for capital improvements, based on the periodic budgets adopted by the Association pursuant to Article 18 which would have become due during the six months immediately preceding the date of a sheriff's sale in an action for judicial foreclosure by either the Association or a mortgagee, the date of trustee's sale in a nonjudicial foreclosure of a mortgage, or the date of recording of the declaration of forfeiture in a proceeding by the vendor under a real estate contract, provided that the priority of the Association's lien against Units 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 such lien priority includes any delinquencies which relate to a period after such mortgagee becomes an Eligible Mortgagee or has given such notice and before the Association gives such mortgagee a written notice of the delinquency; and (c) liens for real property taxes and other governmental assessments or charges against the Unit. Recording of this Declaration constitutes record notice and perfection of the lien for Assessments; however, the Association may record a notice of claim of lien for Assessments in the real property records of the county in which the Unit is located. Such recording shall not constitute the written notice of delinquency to a mortgagee referred to above.

Section 19.2 Lien May Be Foreclosed; Judicial Foreclosure. The lien arising under this Article may be enforced judicially by the Association or its authorized representative in the manner set forth in RCW 61.12, or nonjudicially in the manner set forth in Section 19.3. The Association or its authorized representative shall have the power to purchase the Unit 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 eight months. Nothing in this Section shall prohibit the Association from taking a deed in lieu of foreclosure. Except as provided in the exception to (b) in Section 19.1, the holder of a mortgage or other purchaser of a Unit who obtains the right of possession of a Unit through foreclosure shall not be liable for any Assessments or installments thereof that became due prior to such right of possession. Such unpaid Assessments shall be deemed to be Common Expenses collectible from all the Owners, including such mortgagee or other purchaser of the Unit. Foreclosure of a mortgage does not relieve the prior Owner of personal liability for Assessments accruing against the Unit prior to the date of such sale.

Section 19.3 Nonjudicial Foreclosure. A lien arising under this Article may be foreclosed nonjudicially in the manner set forth in RCW 61.24 for nonjudicial foreclosure deeds of trust. For the purpose of preserving the Association's nonjudicial foreclosure option, this Declaration shall be considered to create a grant of each Unit in trust to Chicago Title Insurance Company or its successors or assigns ("Trustee"), to secure the obligations of each

Unit Owner (“Grantor”) to the Association (“Beneficiary”) for the payment of Assessments. Grantor shall retain the right to possession of Grantor’s Unit so long as Grantor is not in default of an obligation to pay Assessments. The Trustee shall have a power of sale with respect to each Unit, which becomes operative in the case of a default in a Grantor’s obligation to pay Assessments. The Units are not used principally for agricultural or farming purposes. If the Association forecloses its lien nonjudicially pursuant to this Section, it shall not be entitled to the lien priority over mortgages provided in exception (b) of Section 19.1.

Section 19.4 Receiver During Foreclosure. From the time of commencement of an action by the Association to foreclose a lien for nonpayment of delinquent Assessments against a Unit that is 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 Unit as and when due. If the rent is not paid, the receiver may obtain possession of the Unit, refurbish it for rental up to a reasonable standard for rental Units in this type of Condominium, rent the Unit or permit its rental to others, and apply the rents first to the cost of the receivership and attorneys’ fees thereof, then to the cost of refurbishing the Unit, then to applicable charges, then to costs, fees, and charges of the foreclosure action, and then to the payment of the delinquent Assessments. Only a receiver may take possession and collect rents under this Section, and a receiver shall not be appointed less than 90 days after the delinquency. The exercise by the Association of the foregoing rights shall not affect the priority of preexisting liens on the Unit.

Section 19.5 Assessments Are Personal Obligation. In addition to constituting a lien on the Unit, all sums assessed by the Association chargeable to any Unit, including all charges provided in this Article, shall be the personal obligation of the Owner of the Unit when the Assessment is made. Suit to recover personal judgment for any delinquent Assessments shall be maintainable without foreclosing or waiving the liens securing them.

Section 19.6 Extinguishment of Lien and Personal Liability. A lien for unpaid Assessments and the personal liability for payment of Assessments is extinguished unless proceedings to enforce the lien or collect the debt are instituted within three years after the amount of the Assessments sought to be recovered becomes due.

Section 19.7 Joint and Several Liability. In addition to constituting a lien on the Unit, each Assessment shall be the joint and several obligations of the Owner or Owners of the Unit to which the same are assessed as of the time the Assessment is due. In a voluntary conveyance, the grantee of a Unit shall be jointly and severally liable with the grantor for all unpaid Assessments against the grantor up to the time of the grantor’s conveyance, without prejudice to the grantee’s right to recover from the grantor the amounts paid by the grantee therefor. Suit to recover a personal judgment for any delinquent Assessment shall be maintainable in any court of competent jurisdiction without foreclosing or waving the lien securing such sums.

Section 19.8 Late Charges and Interest on Delinquent Assessments. 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 nonusurious rate, delinquent Assessments shall bear interest from the date of delinquency at the maximum rate permitted under RCW 19.52.020 on the date on which the Assessments became delinquent.

Section 19.9 Recovery of Attorneys' Fees and Costs. The Association shall be entitled to recover any costs and reasonable attorneys' 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 attorneys' fees if it prevails on appeal and in the enforcement of a judgment.

Section 19.10 Security Deposit. An Owner who has been delinquent in paying his monthly Assessments for three of the five preceding months may be required by the Board, from time to time, to make and maintain a security deposit not in excess of three months' estimated monthly Assessments based on a pro-rata calculation of the semi-annual installment, which shall be collected and shall be subject to penalties for nonpayment as are other Assessments. The deposit shall be held in a separate fund, credited to such Owner, and may be resorted to at any time when such Owner is 10 days or more delinquent in paying Assessments

Section 19.11 Remedies Cumulative. The remedies provided herein are cumulative and the Board may pursue them, and any other remedies which may be available under law although not expressed herein, either concurrently or in any order.

Article 20. ENFORCEMENT OF DECLARATION, BYLAWS, AND RULES AND REGULATIONS

Section 20.1 Rights of Action. Each Owner, the Board, and the Association shall comply strictly with this Declaration, the Bylaws, and the rules and regulations adopted pursuant thereto, as they may be lawfully amended from time to time, and the decisions of the Board. Failure to comply with any of the foregoing shall be grounds for fines, an action to recover sums due, damages, and for injunctive relief, or any or all of them, maintainable by the Board on behalf of the Association or by an Owner.

Section 20.2 Failure of Board To Insist on Strict Performance No Waiver. The failure of the Board in any instance to insist upon the strict compliance with this Declaration or the Bylaws or rules and regulations of the Association, or to exercise any right contained in such documents, or to serve any notice or to institute any action, shall not be construed as a waiver or a relinquishment for the future of any term, covenant, condition, or restriction. The

receipt by the Board of payment of an Assessment from an Owner, with knowledge of a breach by the Owner, shall not be a waiver of the breach. No waiver by the Board of any requirement shall be effective unless expressed in writing and signed for the Board. This Article also extends to the Declarant.

Section 20.3 Fines. It is the responsibility of each Owner to know the terms and provisions of the Declaration, Bylaws and any rules and regulations of the Association. Each Owner is responsible for advising any guests of the Owner of any provision of the Declaration, Bylaws or any rules and regulations which apply to them. Owners shall also comply with all statutes, ordinances and requirements of all municipal, state and federal authorities now in force or which may hereafter be in force, pertaining to the use of the Condominium. Failure to comply shall be grounds for any or all of the rights of action specified in Section 20.1.

20.3.1 In the event of failure to comply with the Declaration, Bylaws or any rules and regulations of the Association, after Notice and an Opportunity to be Heard, the Managing Agent, as authorized by the Board, may levy monetary fines. Specifically, the Managing Agent shall give written notice of the violation, and state a reasonable period of time for correcting the violation. If the violation is not corrected within the time stated, the Managing Agent may itself make the correction, and any costs incurred in connection therewith shall be imposed on the Unit Owner and added to the annual Assessment amount. Payment of such costs shall be enforced in the same manner as is provided for the enforcement of Assessments. Prior to taking any enforcement action (other than the initial notice of violation), the Managing Agent will give the Owner involved Notice and an Opportunity to be Heard as follows: (1) the Managing Agent will give the offending owner written notice of a hearing before the Board, Managing Agent or a specially appointed committee or representatives regarding the proposed action or fine. The notice shall include a statement of the offense; the proposed action and/or fine; the date, time and place of the hearing; and whether testimony of the Owner must be oral, written, or both. The date of the hearing shall be at least five days after notice is delivered; (2) at the hearing, the affected Owner shall have the right to give testimony as outlined in the notice, subject to reasonable rules of procedure established by the Managing Agent to assure a prompt and orderly resolution of the issue at hand; (3) evidence presented at the hearing shall be considered in making the decision regarding fines or other enforcement action; and (4) The affected Owner shall be notified of the decision in the same manner in which notice of the meeting was given. In addition, the Managing Agent and Board can take any other legal action appropriate or remedy or penalize a violation of any rules and regulations, the Bylaws or the Declaration.

20.3.2 Owners shall be financially responsible for all damages caused by their Owners or guest, and for any fines imposed as the result of conduct on the part of their Owners, guests or invitees. Any charge for damages or fines shall be imposed against the Unit, itself, in which the party responsible rented or was visiting, and shall be enforceable in the same manner as is provided for the enforcement of Assessments.

20.3.3 In an effort to protect the Owners and Common Elements, the following schedule of fines shall apply:

- 2nd notice of a violation \$ 100
- 3rd notice of a violation \$ 200
- 4th notice of a violation \$ 500
- 5th notice of a violation \$1,000

Subsequent violations will be subject to fines or other appropriate action at the discretion of the Managing Agent. Such fine(s) shall be added to the Assessment for the year in which the violation occurred, and shall be enforceable in the same manner as is provided for the enforcement of Assessments.

Article 21. TORT AND CONTRACT LIABILITY

Section 21.1 Declarant Liability. Neither the Association nor any Owner except the Declarant is liable for the Declarant's torts in connection with any part of the Condominium which the Declarant has the responsibility to maintain. Otherwise, an action alleging a wrong done by the Association must be brought against the Association and not against any Owner or any officer or director of the Association. If the wrong by the Association occurred during any period of Declarant Control and the Association gives the Declarant reasonable notice of and an opportunity to defend against the action, the Declarant who then controlled the Association is liable to the Association or to any Owner (a) for all tort losses not covered by insurance suffered by the Association or that Owner and (b) for all costs which the Association would not have incurred but for a breach of contract, other wrongful act, or omission by the Association. If the Declarant does not defend the action and is determined to be liable to the Association under this Section, the Declarant is also liable for all litigation expenses, including reasonable attorney fees, incurred by the Association in such defense. Any statute of limitations affecting the Association's right of action under this Section is tolled until the period of Declarant Control terminates. An Owner is not precluded from bringing an action contemplated by this Section because he or she is a Unit Owner or a member or officer of the Association.

Section 21.2 Limitation of Liability for Utility Failure, etc. Except to the extent covered by insurance obtained by the Board, neither the Association, the Board, the Managing Agent, nor the Declarant shall be liable for: the failure of any utility or other service to be obtained and paid for by the Board; or for injury or damage to person or property caused by the elements, or resulting from electricity, water, rain, dust, sewage, sand or any other material which may leak or flow from outside or from any part the RV, single family home, structure, or other improvements on a Unit, or from any other place; or for inconvenience or discomfort resulting from any action taken to comply with any law, ordinance, or orders of a governmental authority. No diminution or abatement of Assessments shall be claimed or allowed for any such utility or service failure, or for such injury or damage, or for such inconvenience or discomfort.

Section 21.3 No Personal Liability. So long as a Board member, Association committee member, Association officer, the Declarant, or the Managing Agent has acted in good faith, without willful or intentional misconduct, upon the basis of such information as is then possessed by such person, no such person shall be personally liable to any Owner, or to any other person, including the Association, for any damage, loss, or prejudice suffered or claimed on account of any act, omission, error, or negligence of such person, provided that this Section shall not apply where the consequences of such act, omission, error, or negligence is covered by insurance obtained by the Board.

Article 22. INDEMNIFICATION

Each Board member, Association committee member, Association officer, the Declarant, and the Managing Agent shall be indemnified by the Association against all expenses and liabilities, including attorney fees, reasonably incurred by or imposed in connection with any proceeding to which such person may be a party, or in which such person may become involved, by reason of holding or having held such position, or any settlement thereof, whether or not such person holds such position at the time such expenses or liabilities are incurred, except to the extent such expenses and liabilities are covered by any type of insurance and except in such cases wherein such person is adjudged guilty of willful misfeasance in the performance of such person's duties, provided, that in the event of a settlement, the indemnification shall apply only when the Board approves such settlement and reimbursement as being for the best interests of the Association.

Article 23. INSURANCE

Section 23.1 General Requirements. Commencing not later than the time of the first conveyance of a Unit to a person other than the Declarant, the Association shall maintain, to the extent reasonably available, a policy or policies and bonds necessary to provide (a) property insurance, (b) commercial general liability insurance, (c) fidelity insurance, (d) directors and officers liability insurance, (e) worker's compensation insurance to the extent required by applicable laws; and (f) such other insurance as the Board deems advisable. The Board shall review at least annually the adequacy of the Association's insurance coverage. All insurance shall be obtained from insurance carriers that are generally acceptable for similar projects, authorized to do business in the state of Washington, and meet the specific requirements of FNMA, FHLMC, HUD and VA, so long as any of them is a Mortgagee or Owner of a Unit, regarding the qualifications of insurance carriers. Notwithstanding any other provisions herein, the Association shall continuously maintain in effect property, liability and fidelity insurance that meets the insurance requirements for condominium projects established by FNMA, FHLMC, HUD and VA, so long as any of them is a Mortgagee or Owner of a Unit, except to the extent such coverage is not available or has been waived in writing by them. All such insurance policies shall provide that coverage may not be cancelled or substantially reduced without at least 45 days' prior written notice (10 days for cancellation for nonpayment of premium) to the Association as the first named insured therein, and any other insureds named therein, including Owners, First Mortgagees, and designated servicers and guarantors of first Mortgages.

Section 23.2 Property Insurance. The property insurance shall, at the minimum and subject to such reasonable deductible as the Board may determine, provide all risk or special cause of loss coverage in an amount equal to the full replacement cost of the Common Elements and personal property of the Association, less a reasonable deductible, with an "Agreed Amount Endorsement" or equivalent endorsement and, if required by FNMA or FHLMC, construction code endorsements, such as a "Demolition Cost Endorsement," a "Contingent Liability from Operation of Building Laws Endorsement," an "Increased Cost of Construction Endorsement," and such other endorsements as FNMA or FHLMC deems necessary and are available. The Association's policy shall provide a separate loss payable endorsement in favor of the Mortgagee of each Unit. The Association or insurance trustee, if any, shall hold insurance proceeds in trust for the Owners and their Mortgagees, as their interests may appear. Each Owner and the Owner's Mortgagee, if any, shall be beneficiaries of the policy in accordance with the interest in the Common Elements appertaining to the Owner's Unit. Certificates of insurance shall be issued to each Owner and Mortgagee upon request. Only the Board, in its sole discretion, is authorized to file claims under the Association's policy. The Association's policy shall not cover the RV or any other vehicle or structure within an Unit/RV Lot, nor the single family home or any other structure within a Single Family Home Unit.

Section 23.4 Commercial General Liability Insurance. The liability insurance coverage shall insure the Board, the Association, the Owners, the Declarant, and the Managing Agent, and cover all of the Common Elements and any Limited Common Element created in a Subsequent Phase in the Condominium with a "Severability of Interest Endorsement" or equivalent coverage which would preclude the insurer from denying the claim of an Owner because of the negligent acts of the Association or of another Owner, and shall cover liability of the insureds for property damage, bodily injury, and death of persons arising out of the operation, maintenance, and use of the Common Elements, host liquor liability, employers' liability insurance, automobile liability insurance, and such other risks as are customarily covered with respect to air space condominium projects of similar construction, location, and use. The limits of liability shall be in amounts generally required by Mortgagees for projects of similar construction, location and use but shall be at least \$1,000,000 combined single limit for bodily injury and property damage per occurrence and \$2,000,000 general aggregate.

Section 23.5 Insurance Trustee; Power of Attorney The named insured under the policies referred to in Section 23.2 and Section 23.3 shall be the Association, as trustee for each of the Owners in accordance with their respective interests in the Common Elements. The insurance proceeds may be made payable to any trustee with which the Association enters into an insurance trust agreement, or any successor trustee, who shall have exclusive authority to negotiate losses under the policies. Subject to the provisions of Section 23.9, the proceeds must be disbursed first for the repair or restoration of the

damaged property, and Unit Owners and lienholders are not entitled to receive payment of any portion of the proceeds unless there is a surplus of proceeds after the property has been completely repaired or restored or the Condominium is terminated. Each Owner appoints the Association, or any insurance trustee or successor trustee designated by the Association, as attorney-in-fact for the purpose of purchasing and maintaining such insurance, including the collection and appropriate disposition of the proceeds thereof, the negotiation of losses and execution of releases of liability, the execution of all documents and the performance of all other acts necessary to accomplish such purposes.

Section 23.6 Additional Policy Provisions. The insurance obtained pursuant to this Article shall contain the following provisions and limitations:

23.6.1 Each Unit Owner is an insured person under the policy with respect to liability arising out of the Owner's interest in the Common Elements or membership in the Association.

23.6.2 Such policies shall not provide for contribution by or assessment against Mortgagees or become a lien on the property superior to the lien of a first mortgage.

23.6.3 If, at the time of the loss under the policy, there is other insurance in the name of the Unit Owner covering the same risk covered by the policy, the Association's policy provides primary insurance.

23.6.4 Coverage shall not be prejudiced by (a) any act, omission, or neglect of the Owners of Units when such act or neglect is not within the scope of the Owner's authority on behalf of the Association, or (b) failure of the Association to comply with any warranty or condition with regard to any portion of the premises over which the Association has no control.

23.6.5 A waiver of subrogation by the insurer as to any and all claims against the Association, the Owner of any Unit, and/or their respective agents, members of the Owner's household, employees, or lessees, and of any defenses based upon co-insurance or upon invalidity arising from the acts of the insured.

23.6.6 A standard mortgagee clause which shall:

23.6.6.1 Provide that any reference to a mortgagee in the policy shall mean and include all Mortgagees of any Unit or Unit lease or sublease in their respective order of preference, whether or not named therein;

23.6.6.2 Provide that such insurance as to the interest of any Mortgagee shall not be invalidated by any act or neglect of the Board or Owners or any persons under any of them;

23.6.6.3 Waive any provision invalidating such mortgage clause by reason of the failure of any Mortgagee to notify the insurer of any hazardous use or vacancy, any requirement that the Mortgagee pay any premium thereon, and any contribution clause; and

23.6.6.4 Provide that, without affecting any protection afforded by such mortgage clause, any proceeds payable under such policy shall be payable to the Association or the insurance trustee.

Section 23.7 Fidelity Insurance. The required fidelity insurance shall afford coverage to protect against dishonest acts on the part of officers, directors, trustees, and employees of the Association and all other persons who handle or are responsible for handling funds of or administered by, the Association. The Managing Agent shall maintain fidelity insurance for its officers, employees, and agents who handle or who are responsible for handling funds of, or funds administered by the Association. All such fidelity insurance shall name the Association as an obligee and shall be not less than the estimated maximum of funds, including reserve funds, in custody of the Association at any time during the term of each policy, but, in no event, shall the aggregate amount of insurance be less than the semi-annual aggregate Assessments. The policy shall contain waivers of any defense based upon the exclusion of persons who serve without compensation from any definition of "employee" or similar expression.

Section 23.8 Owners' Individual Insurance. Each Owner shall be required to obtain and maintain property insurance on the improvements within the Owner's Unit, including any single family home, RV, and garage located therein for the full replacement cost thereof, less a reasonable deductible.

Section 23.9 Use of Insurance Proceeds. Any portion of the Condominium for which insurance is required to be maintained by the Association under this Article which is damaged or destroyed shall be repaired or replaced promptly by the Association pursuant to Article 24 unless: (a) the Condominium is terminated; (b) repair or replacement would be illegal under any state or local health or safety statute or ordinance; or (c) Owners holding at least 80% of the votes in the Association, including every Owner of a Unit which will not be rebuilt, and Owners other than the Declarant holding at least 80% the votes in the Association excluding votes held by the Declarant vote not to rebuild. The cost of repair or replacement in excess of the deductible, insurance proceeds and reserves is a Common Expense. The Owner of each Unit shall be responsible for the amount of the deductible applicable to damage or loss within the Owner's Unit. If all of the damaged or destroyed portions of the Condominium are not repaired or replaced: (i) the insurance proceeds attributable to the damaged Common Elements shall be used to restore the damaged area to a condition compatible with the remainder of the Condominium; and (iii) the remainder of the proceeds shall be distributed to all the Unit Owners or lienholders, as their interests may appear, in

proportion to the Interest in Common Elements of each Unit. If the Unit Owners vote not to rebuild any Unit, that Unit's Allocated Interests are automatically reallocated upon the vote as if the Unit had been condemned under Article 22, and the Association promptly shall prepare, execute, and record an amendment to this Declaration reflecting the reallocations. Notwithstanding the provisions of this Section, Article 28 governs the distribution of insurance proceeds if the Condominium is terminated.

Article 24. DAMAGE AND REPAIR OR DAMAGE TO PROPERTY.

Section 24.1 Initial Board Determination In the event of damage to any Common Element, the Board shall promptly (but not later than 60 days after the date of damage) make the following determinations with respect thereto, employing such advice as the Board deems advisable:

24.1.1 The nature and extent of the damage, together with an inventory of the improvements and property directly affected thereby.

24.1.2 A reasonably reliable estimate of the cost to repair the damage, which estimate shall, if reasonably practicable, be based upon two or more firm bids obtained from responsible contractors.

24.1.3 The expected insurance proceeds, if any, to be available from insurance covering the loss based on the amount paid or initially offered by the insurer.

24.1.4 The amount of available reserves or other Association funds, although the Board is not required to use any reserves or other Association funds.

24.1.5 The amount, if any, by which the estimated cost of repair exceeds the expected insurance proceeds and available reserves or other Association funds, and the amount of the Assessments that would have to be made against each Unit if the excess cost were to be paid as a Common Expense assessed against all the Units in proportion to their Common Expense Liabilities.

Section 24.2 Notice of Damage The Board shall promptly, and in all events within 60 days after the date of damage, file a proof of loss statement with the insurance company if the loss is covered by insurance and abide by all terms and conditions of its insurance policies, unless the Board determines it would not be in the best interest of the Association to file a proof of loss. The Board shall then provide each Owner with a written notice describing the damage and summarizing the initial Board determinations made under Section 24.1. If the damage affects a material portion of the Condominium, the Board shall also send the notice to each Mortgagee. If the Board fails to do so within the 60-day period, any Owner or Mortgagee may make the determinations required under Section 24.1 and give the notice required under this Section.

Section 24.3 Definitions: Damage, Substantial Damage, Repair, Emergency Work. As used in this Article:

24.3.1 Damage shall mean all kinds of damage, whether of slight degree or total destruction.

24.3.2 Substantial Damage shall mean that in the judgment of a majority of the Board, the estimated Assessment determined under Subsection 24.1.5

24.3.3 Repair shall mean restoring the improvements to substantially the condition they were in before they were damaged, with each Common Element having substantially the same boundaries as before. Modifications to conform to applicable governmental rules and regulations or available means of construction may be made.

24.3.4 Emergency Work shall mean work that the Board deems reasonably necessary to avoid further damage or substantial diminution in value to the improvements and to protect the Owners from liability from the condition of the site.

Section 24.4 Execution of Repairs.

24.4.1 The Board shall promptly repair the damage and use the available insurance proceeds therefor as provided in Section 23.9. If the cost of repair exceeds the amount of the deductible to be paid by a Unit Owner, expected insurance proceeds and available reserves or other Association funds, the Board shall impose Assessments against all Units in proportion to their Common Expense Liabilities in an aggregate amount sufficient to pay the excess costs.

24.4.2 The Board shall have the authority to employ architects and engineers, advertise for bids, let contracts to contractors and others, and take such other action as is reasonably necessary to make the repairs. Contracts for the repair work shall be awarded when the Board, by means of insurance proceeds and sufficient Assessments, has provided for paying the cost. The Board may authorize the insurance carrier to make the repairs if the Board is satisfied that the work will be done satisfactorily, and if such authorization does not contravene any insurance trust agreement or requirement of law.

24.4.3 The Board may enter into a written agreement with a reputable financial institution or trust or escrow company that the institution or company shall act as an insurance trustee to adjust and settle any claim for casualty loss in excess of \$50,000, or for the institution or company to collect the insurance proceeds and carry out the provisions of this Article.

Section 24.5 Damage Not Substantial If the damage as determined under Subsection 24.3.2 is not substantial, the provisions of this Section shall apply.

24.5.1 Either the Board or the requisite number of Owners, within 15 days after the notice required under Section 24.2 has been given, may but shall not be required to, call a special Owners' meeting in accordance with Section 12.4 and the Bylaws to decide whether to repair the damage.

24.5.2 Except for emergency work, no repairs shall be commenced until after the 15-day period and until after the conclusion of the special meeting if such a special meeting is called within the 15 days.

24.5.3 A decision to not repair or rebuild may be made in accordance with Section 24.7.

Section 24.6 Substantial Damage If the damage determined under Subsection 24.3.2 is substantial, the provisions of this Section shall apply.

24.6.1 The Board shall promptly, and in all events within 60 days after the date of damage, call a special Owners' meeting to consider repairing the damage. If the Board fails to do so within 60 days, then notwithstanding the provisions of Section 12.4 and the Bylaws, any Owner or First Mortgagee may call and conduct the meeting.

24.6.2 Except for emergency work, no repairs shall be commenced until the conclusion of the special Owners' meeting.

24.6.3 At the special meeting, the following consent requirements will apply:

24.6.3.1 The Owners shall be deemed to have elected to repair the damage in accordance with the original plan unless the Owners of at least 80% of the total voting power of the Condominium other than that held by the Declarant have given their written consent not to repair the damage.

24.6.3.2 The unanimous consent of all Owners will be required to elect to rebuild in accordance with a plan that is different from the original plan.

24.6.3.3 In addition to the consent by the Owners specified above, any election not to repair the damage or not to rebuild substantially in accordance with the original plan will require the consent of holders of first Mortgages of Units to which at least 51% of the votes of Units subject to Mortgages are allocated.

24.6.3.4 Failure to conduct the special meeting provided for under Section 24.6 within 90 days after the date of damage shall be deemed a unanimous decision to repair the damage in accordance with the original plan.

Section 24.7 Effect of Decision Not to Repair In the event of a decision under either Subsection 24.5.3 or 24.6.3 not to repair the damage, the Board may nevertheless expend so much of the insurance proceeds and common funds as the Board deems reasonably necessary for emergency work (which emergency work may include but is not necessarily limited to removal of the damaged improvements and clearing, filling, and grading the land), and the remaining funds, if any, and the property shall thereafter be held and distributed as provided in Section 23.9.

Article 25. CONDEMNATION

Section 25.1 Consequences of Condemnation; Notices If any Unit or portion thereof or the Common Elements or Limited Common Element or any portion thereof is made the subject matter of any condemnation or eminent domain proceeding or is otherwise sought to be acquired by a condemning authority, notice of the proceeding or proposed acquisition shall promptly be given to each Owner and to each First Mortgagee and the provisions of this Article shall apply.

Section 25.2 Power of Attorney Each Owner appoints the Association as attorney-in-fact for the purpose of representing the Owners in condemnation proceedings and negotiations, settlements and agreements with the condemning authority for acquisition of Common Elements or any part thereof, from the condemning authority. The Board may appoint a trustee to act on behalf of the Owners in carrying out the foregoing functions in lieu of the Association. Should the Association not act, based on their right to act pursuant to this Section, the affected Owners may individually or jointly act on their own behalf.

Section 25.3 Condemnation of a Unit If a Unit is acquired by condemnation, or if part of a Unit is acquired by condemnation leaving the Unit Owner with a remnant of a Unit which may not practically or lawfully be used for any purpose permitted by this Declaration, the award must compensate the Owner for the Owner's Unit and its appurtenant interest in the Common Elements, whether or not any Common Elements are acquired. The proceeds from the condemnation of a Unit shall be paid to the Owner or lienholder of the Unit, as their interests may appear. Upon acquisition, unless the decree otherwise provides, that Unit's Allocated Interests are automatically reallocated to the remaining Units in proportion to the respective Allocated Interests of those Units before the taking, and the Association shall promptly prepare, execute, and record an amendment to this Declaration reflecting the reallocations. Any remnant of a Unit remaining after part of a Unit is taken under this Section is thereafter a Common Element.

Section 25.4 Condemnation of Part of a Unit Except as provided in Section 25.3, if part of a Unit is acquired by condemnation, the award must compensate the Unit Owner for the reduction in value of the Unit and its appurtenant interest in the Common Elements, whether or not any Common Elements are acquired. The proceeds from the

condemnation awarded to the Unit Owner shall be paid to the Owner or lienholders of the Unit, as their interests may appear. Upon acquisition, unless the decree otherwise provides: (a) that the Unit's Allocated Interests are reduced in proportion to the reduction in the size of the Unit; and (b) the portion of the Allocated Interests divested from the partially acquired Unit are automatically reallocated to that Unit and the remaining Units in proportion to the respective Allocated Interests of those Units before the taking, with the partially acquired Unit participating in the reallocation on the basis of its reduced Allocated Interests.

Section 25.5 Condemnation of Common Element If part of the Common Elements is acquired by condemnation the portion of the award attributable to the Common Elements taken shall be paid to the Owners based on their respective interests in the Common Elements, or to lienholders, as their interests may appear. If the Board determines that a particular Owner's interest in the Common Elements diminished with respect to other Owners, by the acquisition of a Common Element, this Declaration may be amended to adjust that Owner's Common Expense Liability allocation.

Section 25.6 Reconstruction and Repair Any reconstruction and repair necessitated by condemnation shall be governed by the procedures specified in Article 24.

Article 26. EASEMENTS

Section 26.1 In General Each Unit and the Association has an easement in and through each other Unit and the Common Elements for all utility, wiring, heat, and service elements, and for reasonable access thereto, as required to effectuate and continue proper operation of the Condominium.

Section 26.2 Encroachments. To the extent not provided by the definition of Unit in the Declaration and in the Condominium Act, each Unit and all Common Elements are hereby declared to have an easement over all adjoining Units and the Common Elements for the purpose of accommodating any present or future encroachment as a result of engineering errors, construction, reconstruction, repairs, settlement, shifting, or movement of any portion of the property, or any other similar cause, and any encroachment due to building overhang or projection. There shall be valid easements for the maintenance of the encroaching Units and Common Elements so long as the encroachments shall exist, and the rights and obligations of Owners shall not be altered in any way by the encroachment, provided, however, that in no event shall a valid easement for encroachment be created in favor of a Unit if the encroachment was caused by the willful act with full knowledge of the Owner. The encroachments described in this Section shall not be construed to be encumbrances affecting the marketability of title to any Unit.

Section 26.3 Easements Reserved by the Declarant. The Declarant reserves an easement over, across, and through the Common Elements of the Condominium for the purposes of constructing improvements within the Condominium, exhibiting and preparing

Units for sale, making repairs required pursuant to any contract of sale, and discharging the Declarant's obligations or exercising Development Rights or Special Declarant Rights.

Section 26.4 Utility and Drainage Easements Granted by the Declarant. The Declarant grants to each company or municipality providing utility services to the Condominium or to the Units in the Condominium an easement for the installation, construction, maintenance, repair, and reconstruction of all utilities, including storm drainage, serving the Condominium or the Owners, including, without limitation, such utility services as gas, water, sanitary sewer, storm sewer, electricity, cable television, and telephone, and an easement for access over and under the roadways and Common Elements of the Condominium to the utility service facilities.

Article 27. AMENDMENT OF DECLARATION SURVEY MAP AND PLANS, ARTICLES, OR BYLAWS

Section 27.1 Procedures Except in cases of amendments that may be executed by the Declarant under this Declaration or the Condominium Act, this Declaration, the Survey Map and Plans, the Articles and the Bylaws may be amended only by vote or agreement of the Owners, as specified in this Article. An Owner may propose amendments to this Declaration or the Survey Map and Plans, the Articles or the Bylaws to the Board. A majority of the members of the Board may cause a proposed amendment to be submitted to the members of the Association for their consideration. If an amendment is proposed by Owners with 20% or more of the votes in the Association, then, irrespective of whether the Board concurs in the proposed amendment, it shall be submitted to the members of the Association for their consideration at their next regular or special meeting for which timely notice must be given. Notice of a meeting at which an amendment is to be considered shall include the text of the proposed amendment. Amendments may be adopted at a meeting of the Association or by written consent of the requisite number of persons entitled to vote, after notice has been given to all persons (including First Mortgagees and Eligible Mortgagees) entitled to receive notices. Upon the adoption of an amendment and the obtaining of any necessary consents of Eligible Mortgagees as provided below, amendment to this Declaration or the Survey Map and Plans will become effective when it is recorded or filed in the real property records in the county in which the Condominium is located. The amendment shall be indexed in the name of the Condominium and shall contain a cross-reference by recording number to this Declaration and each previously recorded amendment thereto. Such amendments shall be prepared, executed, recorded and certified on behalf of the Association by any officer of the Association designated for that purpose or, in the absence of designation, by the president of the Association. No action to challenge the validity of an amendment adopted by the Association pursuant to this Article may be brought more than one year after the amendment is recorded. An amendment to the Articles shall be effective upon filing the amendment with the Secretary of State. An amendment to the Bylaws shall be effective upon adoption

Section 27.2 Percentages of Consent Required. Except in connection with the exercise of Development Rights by the Declarant, the percentages of consent of Owners and mortgagees required for adoption of amendments to the Declaration, the Survey Map and Plans, the Articles, and the Bylaws are as follows:

27.2.1 The consent of Owners holding at least 67% of the votes in the Association and the consent of Mortgagees of Units to which at least 51% of the votes of Units subject to Mortgages are allocated shall be required to amend any provisions of this Declaration, the Survey Map and Plans, the Articles or the Bylaws.

27.2.2 Except in connection with the exercise of Development Rights by the Declarant as provided in this Declaration, an amendment that creates or increases Development Rights or Special Declarant Rights, increases the number of Units (other than an amendment creating Units in a Subsequent Phase), changes the boundaries of any Unit, the Allocated Interests of a Unit (other than an amendment creating Units in a Subsequent Phase), or the uses to which any Unit is restricted shall require the vote or agreement of the Owner of each Unit particularly affected, the Declarant (if the Declarant owns a Unit or has the rights to exercise any Development Rights or Special Declarant Rights) and the Owners having at least 90% of the votes in the Association other than the Declarant.

27.2.3 All other amendments, except those permitted to be adopted by the Declarant as provided herein, shall be adopted if consented to by Owner's holding at least 67% of the votes in the Association.

Section 27.3 Limitations on Amendments No amendment may restrict, eliminate, or otherwise modify any Special Declarant Right provided in the Declaration without the consent of the Declarant and any mortgagee of record with a security interest in the Development Rights or Special Declarant Right or in any real property subject thereto, excluding Mortgagees of Units owned by persons other than the Declarant. The Board may, without submitting such correction to a vote of the Owners except as may be required by Article 18, record an affidavit of correction with Pend Oreille County in order to correct, update or adjust for inflation the dollar amount of any Common Expense Assessment or Assessment for a Specially Allocated Expense which is set forth in this Declaration. Such affidavit of correction shall not be deemed to be an amendment of this Declaration.

Article 28. TERMINATION OF CONDOMINIUM

Section 28.1 Action Required Except as provided in Article 24, the Condominium may be terminated only by agreement of Owners of Units to which at least 80% of the votes in the Association are allocated and in accordance with the Condominium Act.

Section 28.2 Condominium Act Governs. The provisions of the Condominium Act relating to termination of a condominium contained in RCW 64.34.268, as it may be amended, shall govern the termination of the Condominium, including, but not limited to, the disposition of the real property in the Condominium and the distribution of proceeds from the sale of that real property.

Article 29. NOTICES

Section 29.1 Form and Delivery of Notice. Unless provided otherwise in this Declaration, all notices given under the provisions of this Declaration or the Bylaws or rules or regulations of the Association shall be in writing and may be delivered either personally or by mail. If delivery is made by mail, the notice shall be deemed to have been delivered upon being deposited in the United States mail, first class, postage prepaid, addressed to the person entitled to such notice at the most recent address known to the Board. Notice to the Owner of any Unit shall be sufficient if mailed to the Unit if no other mailing address has been given to the Board. Mailing addresses may be changed by notice in writing to the Board. Notices to the Board shall be given to the Declarant until the Transition Date, and thereafter shall be given to the president or secretary of the Association.

Section 29.2 Notices to First Mortgagees

The Board shall send to First Mortgagees timely written notice of (a) any proposed amendment to the Declaration that is of a material adverse nature to Mortgagees, (b) in accordance with Article 24 and Article 25, any proposed action to terminate the legal status of the Condominium after substantial destruction or condemnation occurs or for other reasons, (c) any condemnation or casualty loss that affects a material portion of the Condominium or the Unit securing the First Mortgagee's Mortgage; (d) any 60-day delinquency in the payment of Assessments or charges owned by the Owner of the Unit securing the First Mortgagee's Mortgage; (e) if not provided by the insurance company, a lapse, cancellation or material modification of any insurance policy maintained by the Association; and (f) any proposed action that requires the consent of a specified percentage of First Mortgagees in this Declaration or in the Act. A First Mortgagee who receives a written request to consent to termination who does not deliver or post to the requesting party a negative response within 60 days shall be deemed to have consented to such request, provided the request was delivered by certified or registered mail, return receipt requested.

Section 29.3 Notices to Eligible Mortgagees. An Eligible Mortgagee is a Mortgagee that has filed with the secretary of the Board a written request that it be given copies of the notices listed below. The request must state the name and address of the Eligible Mortgagee and the Identifying Number or address of the Unit on which it has (or insures or guarantees) a Mortgage. Until such time thereafter that the Eligible Mortgagee withdraws the request or the mortgage held, insured, or guaranteed by the Eligible Mortgagee is satisfied, the Board shall send to the Eligible Mortgagee timely written notice of (a) any proposed amendment of the Declaration or Survey Map and Plans effecting a change in (i) the boundaries of any Unit, (ii) the exclusive easement rights, if any, appertaining to any Unit, (iii) the interest in the Common Elements or the liability for Common Expenses of any Unit, (iv) the number of votes in the Association allocated to any Unit, or (v) the purposes to which a Unit or the Common Elements are restricted; (b) any proposed termination of condominium status,

transfer of any part of the Common Elements, or termination of professional management of the Condominium; (c) any condemnation loss or casualty loss that affects a material portion of the Condominium or that affects any Unit on which an Eligible Mortgagee has a first mortgage; (d) any delinquency which has continued for 60 days in the payment of Assessments or charges owed by an Owner of a Unit on which an Eligible Mortgagee had a mortgage; (e) any lapse, cancellation, or material modification of any insurance policy maintained by the Association pursuant to Article 23; or (f) any proposed action that would require the consent of a specified percentage of Eligible Mortgagees pursuant to Article 27 or Article 28.

Article 30. SEVERABILITY

The provisions of this Declaration shall be independent and severable, and the unenforceability of any one provision shall not affect the enforceability of any other provision, if the remaining provision or provisions comply with the Condominium Act.

Article 31. EFFECTIVE DA

This Declaration shall take effect upon recording.

Article 32. REFERENCE TO SURVEY MAP AND PLANS

The Survey Map and Plans were filed with the Auditor of Pend Oreille County, Washington simultaneously with the recording of this Declaration under Auditor’s File No. _____.

Article 33. ASSIGNMENT BY DECLARANT

The Declarant reserves the right to assign, transfer, sell, lease, or rent all or a portion of the Property then owned by it and reserves the right to assign all or any of its rights, duties, and obligations created under this Declaration.

DATED: _____

SWANK & MCPOLAND LLC, an Idaho limited liability company

By: _____

Name:

Title:

SWANK & MCPOLAND LLC, an Idaho limited liability company

By: _____

Name:

Title:

CONSENTED TO BY:

SKOOKUM RENDEVOUS III

Name:

Title:

Steven Schneider for Dana F. Emerson,
By Power of Attorney

The Ryan Family Living Trust

By: _____
Steven Schnieder for The Ryan Family
Living Trust, By Power of Attorney

By: _____
Steven Schnieder for Christopher A. Ryan,
By Power of Attorney

By: _____
Steven Schnieder for Teryl Ryan Miller,
By Power of Attorney

By: _____
Steven Schnieder for Rondal B. Ryan,
By Power of Attorney

.
. .
STATE OF WASHINGTON)
)ss.
COUNTY OF _____)

On this day personally appeared before me Donald A. Swank, who I know to be, or have satisfactory evidence that he is the _____ of Swank & McPoland, an Idaho limited liability company; who, under oath, stated that he was authorized to sign on behalf of such limited liability company the within and foregoing instrument and acknowledged it to be the free and voluntary act and deed of said limited liability company for the uses and purposes therein mentioned.

Dated this ____ day of _____, 2007.

(Signature of Notary)

(Legibly Print or Stamp Name of Notary)
Notary public in and for the state of Washington
Residing at _____
My appointment expires _____

STATE OF WASHINGTON)
)ss.
COUNTY OF _____)

On this day personally appeared before me Donald A. Swank, who I know to be, or have satisfactory evidence that he is the _____ of Swank & McPoland, an Idaho limited liability company; who, under oath, stated that he was authorized to sign on behalf of such limited liability company the within and foregoing instrument and acknowledged it to be the free and voluntary act and deed of said limited liability company for the uses and purposes therein mentioned.

Dated this ____ day of _____, 2007.

(Signature of Notary)

(Legibly Print or Stamp Name of Notary)
Notary public in and for the state of Washington
Residing at _____
My appointment expires _____

.
. .
STATE OF WASHINGTON)
)ss.
COUNTY OF _____)

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Dated this ____ day of _____, 2007.

(Signature of Notary)

(Legibly Print or Stamp Name of Notary)
Notary public in and for the state of Washington
Residing at _____
My appointment expires _____

STATE OF WASHINGTON)
)ss.
COUNTY OF _____)

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Dated this ____ day of _____, 2007.

(Signature of Notary)

(Legibly Print or Stamp Name of Notary)
Notary public in and for the state of Washington
Residing at _____
My appointment expires _____

.
. .
STATE OF WASHINGTON)
)ss.
COUNTY OF _____)

On this day personally appeared before me Donald A. Swank, who I know to be, or have satisfactory evidence that he is the _____ of Swank & McPoland, an Idaho limited liability company; who, under oath, stated that he was authorized to sign on behalf of such limited liability company the within and foregoing instrument and acknowledged it to be the free and voluntary act and deed of said limited liability company for the uses and purposes therein mentioned.

Dated this ____ day of _____, 2007.

(Signature of Notary)

(Legibly Print or Stamp Name of Notary)
Notary public in and for the state of Washington
Residing at _____
My appointment expires _____

STATE OF WASHINGTON)
)ss.
COUNTY OF _____)

On this day personally appeared before me Donald A. Swank, who I know to be, or have satisfactory evidence that he is the _____ of Swank & McPoland, an Idaho limited liability company; who, under oath, stated that he was authorized to sign on behalf of such limited liability company the within and foregoing instrument and acknowledged it to be the free and voluntary act and deed of said limited liability company for the uses and purposes therein mentioned.

Dated this ____ day of _____, 2007.

(Signature of Notary)

(Legibly Print or Stamp Name of Notary)
Notary public in and for the state of Washington
Residing at _____
My appointment expires _____

.
. .
. .
STATE OF WASHINGTON)
)ss.
COUNTY OF _____)

On this day personally appeared before me Donald A. Swank, who I know to be, or have satisfactory evidence that he is the _____ of Swank & McPoland, an Idaho limited liability company; who, under oath, stated that he was authorized to sign on behalf of such limited liability company the within and foregoing instrument and acknowledged it to be the free and voluntary act and deed of said limited liability company for the uses and purposes therein mentioned.

Dated this ____ day of _____, 2007.

(Signature of Notary)

(Legibly Print or Stamp Name of Notary)
Notary public in and for the state of Washington
Residing at _____
My appointment expires _____

STATE OF WASHINGTON)
)ss.
COUNTY OF _____)

On this day personally appeared before me Donald A. Swank, who I know to be, or have satisfactory evidence that he is the _____ of Swank & McPoland, an Idaho limited liability company; who, under oath, stated that he was authorized to sign on behalf of such limited liability company the within and foregoing instrument and acknowledged it to be the free and voluntary act and deed of said limited liability company for the uses and purposes therein mentioned.

Dated this ____ day of _____, 2007.

(Signature of Notary)

(Legibly Print or Stamp Name of Notary)
Notary public in and for the state of Washington
Residing at _____
My appointment expires _____

SCHEDULE A

SKOOKUM RENDEZVOUS RV RESORT

A CONDOMINIUM

Description of Land in Condominium

A PORTION OF PARCEL 4; PARCEL 5 AND LOT 7, BLOCK 2 OF LANCELOT SHORES ADDITION COMMENCING AT THE CORNER COMMON TO SECTIONS 4, 3, 9, AND 10, TOWNSHIP 32 NORTH, RANGE 44 EAST, WILLAMETTE MERIDIAN, PREVIOUSLY DESCRIBED;

THENCE SOUTH $77^{\circ}15'16''$ WEST 2,039.62 FEET TO A 3/4 INCH DIAMETER REBAR WHICH LIES ON THE EASTERLY RIGHT-OF-WAY LINE OF LENORA DRIVE, A PRIVATE ROAD, SAID POINT MARKS THE TRUE POINT OF BEGINNING OF THE LAND HEREINAFTER DESCRIBED;

THENCE ALONG SAID RIGHT-OF-WAY NORTH $18^{\circ}26'44''$ WEST 547.04 FEET TO A POINT OF CURVATURE;

THENCE CONTINUING ALONG THE EAST RIGHT-OF-WAY LINE OF LENORA DRIVE AND ALONG THE ARC OF A 530.00 FOOT RADIUS CURVE WHICH LIES CONCAVE WESTERLY AN ARC DISTANCE OF 44.97 FEET THROUGH A CENTRAL ANGLE OF $04^{\circ}51'41''$;

THENCE DEPARTING SAID RIGHT-OF-WAY LINE ON A NON-TANGENT LINE NORTH $65^{\circ}03'52''$ EAST 33.75 FEET TO A POINT OF CURVATURE;

THENCE ALONG THE ARC OF A 77.00 FOOT RADIUS CURVE WHICH LIES CONCAVE NORTHERLY AN ARC DISTANCE OF 27.93 FEET THROUGH A CENTRAL ANGLE OF $20^{\circ}46'47''$;

THENCE NORTH $44^{\circ}17'05''$ EAST 74.41 FEET;

THENCE ALONG THE ARC OF A 93.00 FOOT RADIUS CURVE WHICH LIES CONCAVE SOUTHEASTERLY AN ARC DISTANCE OF 50.15 FEET THROUGH A CENTRAL ANGLE OF $30^{\circ}53'56''$;

THENCE NORTH $75^{\circ}11'01''$ EAST 251.03 FEET TO A POINT OF CURVATURE;

THENCE ALONG THE ARC OF A 10.00 FOOT RADIUS CURVE WHICH LIES CONCAVE SOUTHERLY AN ARC DISTANCE OF 7.63 FEET THROUGH A CENTRAL ANGLE OF $43^{\circ}44'20''$ AND WHOSE CHORD BEARS SOUTH $82^{\circ}56'49''$ EAST 7.45 FEET;

THENCE ALONG THE ARC OF A 126.00 FOOT RADIUS, NON-TANGENT, REVERSE CURVE WHICH LIES CONCAVE NORTHEASTERLY AN ARC DISTANCE OF 36.35 FEET THROUGH A CENTRAL ANGLE OF $16^{\circ}31'48''$ AND WHOSE CHORD BEARS NORTH $52^{\circ}48'45''$ WEST 36.23 FEET;

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THENCE SOUTH 88°03'03" WEST 76.84 FEET;
THENCE NORTH 31°56'57" WEST 256.51 FEET;
THENCE NORTH 58°36'57" WEST 183.00 FEET;
THENCE NORTH 34°56'57" WEST 57.42 FEET;
THENCE NORTH 54°56'57" WEST 36.56 FEET;
THENCE NORTH 83°28'58" WEST 6.37 FEET;
THENCE NORTH 39°23'35" WEST 20.01 FEET;
THENCE NORTH 73°14'33" WEST 78.04 FEET;
THENCE NORTH 06°23'03" EAST 25.27 FEET;
THENCE NORTH 43°41'37" WEST 39.12 FEET;
THENCE NORTH 29°20'56" WEST 70.09 FEET;
THENCE NORTH 39°58'49" WEST 30.23 FEET;
THENCE SOUTH 75°51'30" WEST 95.35 FEET TO A POINT ON THE EAST RIGHT-OF-WAY
LINE OF LENORA DRIVE;

THENCE ALONG SAID RIGHT-OF-WAY LINE NORTH 22°40'17" WEST 28.99 FEET TO
POINT OF CURVATURE;

THENCE ALONG THE ARC OF A 25.00 FOOT RADIUS CURVE WHICH LIES CONCAVE
SOUTHEASTERLY AN ARC DISTANCE OF 31.80 FEET, THROUGH A CENTRAL ANGLE OF
72°52'29" AND WHOSE CHORD BEARS NORTH 13°45'57" EAST 29.70 FEET DISTANT TO A
POINT OF REVERSE CURVATURE;

THENCE ALONG THE ARC OF A 60.00 FOOT RADIUS, NON TANGENT REVERSE CURVE
WHICH LIES CONCAVE WESTERLY AN ARC DISTANCE OF 110.63 FEET THROUGH A
CENTRAL ANGLE OF 105°38'33" AND WHOSE CHORD BEARS NORTH 02°37'05" WEST 95.61
FEET;

THENCE DEPARTING THE RIGHT-OF-WAY OF LENORA DRIVE ON A NON-TANGENT
LINE NORTH 34°33'39" EAST 77.36 FEET TO A POINT OF INTERSECTION WITH THE
THREAD OF SKOOKUM CREEK;

THENCE SOUTHEASTERLY AND ALONG THE THREAD OF SKOOKUM CREEK THE
FOLLOWING 10 (TEN) COURSES;

- 1.) SOUTH 57°07'26" EAST 110.33 FEET;
- 2.) SOUTH 76°43'05" EAST 494.90 FEET;
- 3.) SOUTH 51°08'55" EAST 146.59 FEET;
- 4.) SOUTH 32°41'38" EAST 152.89 FEET;
- 5.) SOUTH 44°53'17" EAST 163.28 FEET;
- 6.) SOUTH 32°21'56" EAST 151.73 FEET;
- 7.) SOUTH 29°44'45" EAST 240.12 FEET;
- 8.) SOUTH 24°48'32" EAST 117.30 FEET;

9.) SOUTH 44°27'13" EAST 41.18 FEET;

10.) THENCE SOUTH 24°52'46" EAST 87.24 FEET TO A POINT OF INTERSECTION WITH THE NORTHERLY EXTENSION OF THE WEST LINE OF LOT 7, BLOCK 2 OF PLAT OF LANCELOT SHORES ADDITION OF CAMELOT SHORES, PREVIOUSLY DESCRIBED;

THENCE CONTINUING ALONG THE THREAD OF SKOOKUM CREEK SOUTH 55°13'12" EAST 172.16 FEET TO A POINT OF INTERSECTION WITH THE NORTHERLY EXTENSION OF THE EAST LINE OF SAID LOT 7, BLOCK 2;

THENCE DEPARTING THE THREAD OF SKOOKUM CREEK AND ALONG THE EAST LINE OF LOT 7, BLOCK 2 SOUTH 38°40'12" WEST 293.27 FEET, MORE OR LESS, TO A POINT ON THE EAST RIGHT-OF-WAY LINE OF LENORA DRIVE;

THENCE ALONG SAID RIGHT-OF-WAY LINE NORTH 51°14'28" WEST 20.55 FEET TO A POINT OF CURVATURE;

THENCE ALONG SAID RIGHT-OF-WAY LINE AND ALONG THE ARC OF A 85.00 FOOT RADIUS, NON-TANGENT CURVE WHICH LIES CONCAVE SOUTHERLY AN ARC DISTANCE OF 135.56 FEET THROUGH A CENTRAL ANGLE OF 91°22'38" AND WHOSE CHORD BEARS SOUTH 82°51'31" WEST 121.64 FEET;

THENCE CONTINUING ALONG SAID RIGHT-OF-WAY LINE (NON-TANGENT) SOUTH 37°47'16" WEST 297.06 FEET TO A POINT OF CURVATURE;

THENCE CONTINUING ALONG SAID RIGHT-OF-WAY LINE AND ALONG THE ARC OF A 25.00 FOOT RADIUS, NON-TANGENT CURVE WHICH LIES CONCAVE NORTHERLY AN ARC DISTANCE OF 37.63 FEET THROUGH A CENTRAL ANGLE OF 86°15'10" AND WHOSE CHORD BEARS SOUTH 79°57'01" WEST 34.18 FEET;

THENCE CONTINUING ALONG SAID RIGHT-OF-WAY LINE NORTH 57°00'35" WEST 130.33 FEET TO A POINT OF CURVATURE;

THENCE CONTINUING ALONG SAID RIGHT-OF-WAY LINE AND ALONG THE ARC OF A 180.00 FOOT RADIUS, NON-TANGENT CURVE WHICH LIES CONCAVE SOUTHERLY AN ARC DISTANCE OF 103.47 FEET THROUGH A CENTRAL ANGLE OF 32°56'10" AND WHOSE CHORD BEARS NORTH 73°28'56" WEST 102.05 FEET;

THENCE ALONG SAID RIGHT-OF-WAY NORTH 89°57'01" WEST 76.68 FEET TO A POINT OF CURVATURE;

THENCE ALONG THE ARC OF A 45.00 FOOT RADIUS, NON-TANGENT CURVE WHICH LIES CONCAVE NORTHEASTERLY AN ARC DISTANCE OF 56.27 FEET, THROUGH A CENTRAL ANGLE OF 71°38'51" AND WHOSE CHORD BEARS NORTH 54°04'58" WEST 52.68 FEET TO THE TRUE POINT OF BEGINNING.

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CONTAINING 977,367 SQUARE FEET OR 21.29 ACRES, MORE OR LESS.

AND

A PORTION OF PARCEL 2-LOTS 11, 12, 13, 14 AND CLUB ACCESS AREA, ARTHUR PHASE I SUBDIVISION

COMMENCING AT THE CORNER COMMON TO SECTIONS 4, 3, 9, AND 10, TOWNSHIP 32 NORTH, RANGE 44 EAST, WILLAMETTE MERIDIAN, PREVIOUSLY DESCRIBED;

THENCE NORTH 73°52'12" WEST 2630.01 FEET TO THE SOUTHEAST CORNER OF LOT 15, CAMELOT ON USK, ARTHUR PHASE II SUBDIVISION (BOOK 2, PAGE 150A OF PLATS);

THENCE SOUTH 71°40'25" WEST 109.34 FEET TO THE SOUTHWEST CORNER OF SAID LOT 15 WHICH IS MARKED BY A 3/4 INCH DIAMETER REBAR WITH 1-1/2 INCH DIAMETER ALUMINUM CAP MARKED RLS 24220 WHICH LIES AT THE TOP OF THE EAST BANK OF THE PEND OREILLE RIVER;

THENCE CONTINUING SOUTH 71°40'25" WEST 12 FEET, MORE OR LESS, TO THE APPROXIMATE ORDINARY HIGH WATER LINE OF THE PEND OREILLE RIVER;

THENCE IN A SOUTHEASTERLY DIRECTION ALONG THE APPROXIMATE ORDINARY HIGH WATER LINE TO A POINT OF INTERSECTION WITH THE WESTERLY EXTENSION OF THE NORTH LINE OF LOT 10 OF THE CAMELOT ON USK, ARTHUR PHASE I SUBDIVISION, PREVIOUSLY DESCRIBED;

THENCE DEPARTING THE APPROXIMATE ORDINARY HIGH WATER LINE ALONG THE WESTERLY EXTENSION OF THE NORTH LINE OF SAID LOT 10 SOUTH 89°58'31" EAST 10 FEET, MORE OR LESS, TO A 3/4 INCH DIAMETER REBAR WITH 1-1/2 INCH ALUMINUM CAP MARKED RLS 24220 WHICH LIES AT THE TOP OF THE EAST BANK OF THE PEND OREILLE RIVER, SAID POINT BEARS SOUTH 21°48'54" EAST 489.71 FEET DISTANT FROM THE 3/4 INCH DIAMETER REBAR LAST DESCRIBED;

THENCE CONTINUING ALONG THE NORTH LINE OF SAID LOT 10 SOUTH 89°58'31" EAST 138.66 FEET TO THE NORTHEAST CORNER OF SAID LOT 10;

THENCE ALONG THE WEST RIGHT-OF-WAY LINE OF LENORA DRIVE NORTH 26°11'57" WEST 177.46 FEET TO A POINT OF CURVATURE;

THENCE ALONG THE ARC OF A 530.00 FOOT RADIUS, NON-TANGENT CURVE WHICH LIES CONCAVE EASTERLY AN ARC DISTANCE OF 32.60 FEET THROUGH A CENTRAL ANGLE OF 03°31'29" AND WHOSE CHORD BEARS NORTH 23°44'53" WEST 32.60 FEET;

THENCE CONTINUING ALONG SAID RIGHT-OF-WAY LINE NORTH 22°40'47" WEST 325.16 FEET TO THE TRUE POINT OF BEGINNING.

CONTAINING 68,528 SQUARE FEET OR 1.57 ACRES, MORE OR LESS.

AND

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A PORTION OF PARCEL 2-LOT 7, ARTHUR PHASE I SUBDIVISION COMMENCING AT THE CORNER COMMON TO SECTIONS 4, 3, 9, AND 10, TOWNSHIP 32 NORTH, RANGE 44 EAST, WILLAMETTE MERIDIAN, PREVIOUSLY DESCRIBED;

THENCE SOUTH 89°40'24" WEST 2198.57 FEET TO THE NORTHEAST CORNER OF LOT 7 OF CAMELOT ON USK, ARTHUR PHASE I SUBDIVISION, PREVIOUSLY DESCRIBED, SAID POINT MARKS THE TRUE POINT OF BEGINNING;

THENCE ALONG THE SOUTH LINE OF SAID LOT 8 SOUTH 86°03'56" WEST 120.91 FEET TO A 3/4 INCH DIAMETER REBAR WITH 1-1/2 INCH DIAMETER ALUMINUM CAP MARKED RLS 24220 WHICH LIES AT THE TOP OF THE EAST BANK OF THE PEND OREILLE RIVER;

THENCE SOUTHEASTERLY ALONG THE APPROXIMATE ORDINARY HIGH WATER LINE OF THE PEND OREILLE RIVER TO A POINT OF INTERSECTION WITH THE WESTERLY EXTENSION OF THE NORTH LINE OF LOT 6 OF CAMELOT ON USK, ARTHUR PHASE I SUBDIVISION, PREVIOUSLY DESCRIBED;

THENCE DEPARTING SAID APPROXIMATE ORDINARY HIGH WATER MARK NORTH 71°31'36" EAST 8 FEET, MORE OR LESS, TO A 3/4 INCH DIAMETER REBAR WITH 1.5 INCH ALUMINUM CAP MARKED PLS 24220 WHICH LIES AT THE TOP OF THE EAST BANK OF THE PEND OREILLE RIVER;

THENCE CONTINUING NORTH 71°31'36" EAST 126.21 FEET TO A POINT OF INTERSECTION WITH THE WEST RIGHT-OF-WAY LINE OF LENORA DRIVE;

THENCE ALONG SAID RIGHT-OF-WAY LINE NORTH 18°25'41" WEST 89.20 FEET TO THE TRUE POINT OF BEGINNING.

CONTAINING 14,996 SQUARE FEET OR 0.32 ACRES, MORE OR LESS.

AND

PORTION OF PARCEL 1-LOTS 2 AND 3, BLOCK 1, GUINEVERE ADDITION

COMMENCING AT THE CORNER COMMON TO SECTIONS 4, 3, 9, AND 10 OF TOWNSHIP 32 NORTH, RANGE 44 EAST, WILLAMETTE MERIDIAN, PEND OREILLE COUNTY WASHINGTON, WHICH IS MARKED BY A 5/8 INCH DIAMETER REBAR WITH A 1-1/2 INCH DIAMETER ALUMINUM CAP MARKED RLS 9606 WHICH BEARS NORTH 00°39'50" EAST 5,270.38 FEET DISTANT (MEASURED AT 5,270.92 FEET IN THIS SURVEY) FROM THE CORNER OF SECTIONS 9, 10, 15 AND 16 OF THE AFORESAID TOWNSHIP AND RANGE ACCORDING TO THE PLAT OF LANCELOT SHORES ADDITION OF CAMELOT SHORES ON FILE AT BOOK 4, PAGE 12 OF PLATS IN THE RECORDS OF PEND OREILLE COUNTY, WASHINGTON;

THENCE SOUTH 36°38'14" WEST 2620.07 FEET TO THE SOUTHEAST CORNER OF LOT 1, BLOCK 1 OF THE PLAT OF GUINEVERE ADDITION TO CAMELOT SHORES, SAID POINT MARKS THE TRUE POINT OF BEGINNING;

THENCE SOUTH 74°54'20" WEST 100.51 FEET TO A 3/4 INCH DIAMETER REBAR WITH 1-1/2 INCH ALUMINUM CAP MARKED RLS 24220 AT THE TOP OF THE EAST BANK OF THE PEND OREILLE RIVER;

THENCE CONTINUING ALONG THE SOUTH LINE OF SAID LOT 1 SOUTH 74°54'20" WEST 61 FEET, MORE OR LESS, TO THE ORDINARY HIGH WATER MARK OF THE PEND OREILLE RIVER;

THENCE SOUTHEASTERLY ALONG THE ORDINARY HIGH WATER MARK OF THE PEND OREILLE RIVER TO A POINT OF INTERSECTION WITH THE WESTERLY EXTENSION OF THE NORTH LINE OF LOT 4, BLOCK 1 OF GUINEVERE ADDITION TO CAMELOT SHORES;

THENCE DEPARTING THE ORDINARY HIGH WATER MARK AND ALONG THE NORTH LINE OF SAID LOT 4 NORTH 74°09'21" EAST 59 FEET, MORE OR LESS, TO A 3/4 INCH DIAMETER REBAR WITH 1-1/2 INCH DIAMETER ALUMINUM CAP MARKED RLS 24220 WHICH LIES AT THE TOP OF THE EAST BANK OF THE PEND OREILLE RIVER, SAID POINT BEARS SOUTH 16°10'53" EAST 159.97 FEET DISTANT FROM THE REBAR LAST DESCRIBED;

THENCE CONTINUING ALONG THE NORTH LINE OF LOT 4, BLOCK 1 NORTH 74°09'20" EAST 99.25 FEET TO THE NORTHEAST CORNER OF LOT 4, BLOCK 1;

THENCE ALONG THE WEST RIGHT-OF-WAY LINE OF GUINEVERE DRIVE NORTH 15°43'51" WEST 158.66 FEET TO THE TRUE POINT OF BEGINNING.

CONTAINING 25,340 SQUARE FEET OR 0.58 ACRES, MORE OR LESS.

AND

A PORTION OF PARCEL 1-LOTS 6 AND 7, BLOCK 1, GUINEVERE ADDITION

COMMENCING AT THE CORNER COMMON TO SECTIONS 4, 3, 9, AND 10, TOWNSHIP 32 NORTH, RANGE 44 EAST, WILLAMETTE MERIDIAN, PREVIOUSLY DESCRIBED;

THENCE SOUTH 32°43'27" WEST 2772.40 TO THE THE SOUTHEAST CORNER OF LOT 4, BLOCK 1 OF GUINEVERE ADDITION TO CAMELOT SHORES, PREVIOUSLY DESCRIBED;

THENCE ALONG THE WEST RIGHT-OF-WAY LINE OF GUINEVERE DRIVE SOUTH 15°43'51" EAST 79.94 FEET TO THE TRUE POINT OF BEGINNING;

THENCE CONTINUING ALONG THE WEST RIGHT-OF-WAY LINE OF GUINIVERE DRIVE SOUTH 15°43'51" EAST 103.23 FEET TO A POINT OF CURVATURE;

THENCE ALONG THE ARC OF A 30.00 FOOT RADIUS NON TANGENT CURVE WHICH LIES CONCAVE WESTERLY AN ARC DISTANCE OF 17.80 FEET THROUGH A CENTRAL ANGLE OF 33°59'18" AND WHOSE CHORD BEARS SOUTH 01°15'48" WEST 17.54 FEET;

THENCE DEPARTING SAID RIGHT-OF-WAY LINE SOUTH 74°20'34" WEST 80.54 FEET TO A 3/4 INCH DIAMETER REBAR WITH 1.5 INCH ALUMINUM CAP MARKED PLS 24220 WHICH LIES AT THE TOP OF THE EAST BANK OF THE PEND OREILLE RIVER;

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THENCE CONTINUING SOUTH 74°20'34" WEST 58 FEET, MORE OR LESS TO THE

APPROXIMATE ORDINARY HIGH WATER LINE OF THE PEND OREILLE RIVER;

THENCE IN A NORTHWESTERLY DIRECTION ALONG SAID APPROXIMATE ORDINARY HIGH WATER LINE TO A POINT THAT BEARS SOUTH 74°14'07" WEST FROM THE TRUE POINT OF BEGINNING;

THENCE NORTH 74°14'07" EAST 55 FEET, MORE OR LESS, TO A 3/4 INCH DIAMETER REBAR WHICH LIES AT THE TOP OF THE EAST BANK OF THE PEND OREILLE RIVER;

THENCE CONTINUING NORTH 74°14'07" EAST 97.68 FEET TO THE TRUE POINT OF BEGINNING.

CONTAINING 24,271 SQUARE FEET OR 0.56 ACRES, MORE OR LESS.

AND

A PORTION OF PARCEL 1-LOTS 10 AND 11, BLOCK 1, GUINEVERE ADDITION

COMMENCING AT THE CORNER COMMON TO SECTIONS 4, 3, 9, AND 10, TOWNSHIP 32 NORTH, RANGE 44 EAST, WILLAMETTE MERIDIAN, PREVIOUSLY DESCRIBED;

THENCE SOUTH 22°47'26" WEST 2759.57 FEET TO THE NORTHWEST CORNER OF LOT 12, BLOCK 1 OF THE PLAT OF GUINEVERE ADDITION TO CAMELOT SHORES, PREVIOUSLY DESCRIBED, SAID POINT MARKS THE TRUE POINT OF BEGINNING;

THENCE SOUTH 02°21'27" EAST 108.08 FEET TO THE SOUTHWEST CORNER OF LOT 12, BLOCK 1 OF THE AFORESAID PLAT;

THENCE SOUTH 87°16'48" WEST 195.97 FEET TO THE SOUTHEAST CORNER OF LOT 8, BLOCK 1 OF THE AFORESAID PLAT;

THENCE NORTH 02°22'56" WEST 108.04 FEET TO THE NORTHEAST CORNER OF LOT 8, BLOCK 1 OF THE AFORESAID PLAT;

THENCE ALONG THE SOUTH RIGHT-OF-WAY LINE OF GUINEVERE DRIVE NORTH 87°16'09" EAST 196.01 FEET TO THE TRUE POINT OF BEGINNING.

CONTAINING 21,479 SQUARE FEET OR 0.49 ACRES, MORE OR LESS.

AND

A PORTION OF PARCEL 1-LOTS 13, 14, 15, 16, 17, 18 AND 19, BLOCK 1, GUINEVERE ADDITION

COMMENCING AT THE CORNER COMMON TO SECTIONS 4, 3, 9, AND 10, TOWNSHIP 32 NORTH, RANGE 44 EAST, WILLAMETTE MERIDIAN, PREVIOUSLY DESCRIBED;

THENCE SOUTH 17°41'45" WEST 2392.19 FEET TO A POINT ON THE EAST LINE OF LOT 17, BLOCK 1 OF THE PLAT OF GUINEVERE ADDITION TO CAMELOT SHORES, PREVIOUSLY DESCRIBED, SAID POINT MARKS THE TRUE POINT OF BEGINNING;

THENCE SOUTH 02°19'34" EAST 260.28 FEET TO THE NORTHEAST CORNER OF LOT 20, BLOCK 1 OF THE AFORESAID PLAT OF RECORD;

THENCE ALONG THE NORTH LINE OF SAID LOT 20 SOUTH 87°23'42" WEST 104.84 FEET TO THE NORTHEAST CORNER THEREOF;

THENCE ALONG THE WEST LINE OF SAID LOT 20 SOUTH 02°15'41" EAST 96.62 FEET TO THE SOUTHWEST CORNER THEREOF;

THENCE ALONG THE SOUTH LINE OF BLOCK 1 OF THE AFORESAID PLAT SOUTH 87°16'48" WEST 149.57 FEET TO THE SOUTHEAST CORNER OF LOT 12, BLOCK 1 OF THE AFORESAID PLAT;

THENCE ALONG THE EAST LINE OF SAID LOT 12 NORTH 02°28'13" WEST 93.34 FEET TO A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF GUINEVERE DRIVE;

THENCE ALONG SAID SOUTH RIGHT-OF-WAY LINE AND ALONG THE ARC OF A NON-TANGENT 60.00 FOOT RADIUS CURVE WHICH LIES CONCAVE NORTHWESTERLY AN ARC DISTANCE OF 128.84 FEET THROUGH A CENTRAL ANGLE OF 123°01'47" AND WHOSE CHORD BEARS NORTH 25°56'26" EAST 105.47 FEET TO A POINT OF REVERSE CURVATURE;

THENCE CONTINUING ALONG SAID RIGHT-OF-WAY LINE AND ALONG THE ARC OF A 30.00 FOOT RADIUS REVERSE CURVE WHICH LIES CONCAVE NORTHEASTERLY AN ARC DISTANCE OF 17.40 FEET THROUGH A CENTRAL ANGLE OF 33°14'00" TO A POINT ON THE EAST RIGHT-OF-WAY LINE OF GUINEVERE DRIVE;

THENCE ALONG THE EAST RIGHT OF WAY LINE OF GUINEVERE DRIVE NORTH 02°20'28" WEST 155.02 FEET;

THENCE CONTINUING ALONG SAID RIGHT-OF-WAY LINE AND ALONG THE ARC OF A 30.00 FOOT RADIUS CURVE WHICH LIES CONCAVE SOUTHEASTERLY AN ARC DISTANCE OF 46.99 FEET THROUGH A CENTRAL ANGLE OF 89°44'12" TO A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF GUINEVERE DRIVE;

THENCE ALONG SAID RIGHT-OF-WAY LINE NORTH 87°23'44" EAST 149.76 FEET TO A POINT OF CURVATURE;

THENCE ALONG SAID RIGHT-OF-WAY LINE AND ALONG THE ARC OF A 30.00 FOOT RADIUS CURVE WHICH LIES CONCAVE SOUTHWESTERLY AN ARC DISTANCE OF 47.27 FEET THROUGH A CENTRAL ANGLE OF 90°16'42" TO A POINT OF INTERSECTION WITH THE WEST RIGHT-OF-WAY LINE OF LENORA DRIVE AND THE TRUE POINT OF BEGINNING.

CONTAINING 74,331 SQUARE FEET OR 1.71 ACRES, MORE OR LESS.

AND PARCEL 1-LOTS 2, 3, 4, 5, 6, 7, AND 8, BLOCK 2, GUINEVERE ADDITION AND LAKE GUINEVERE.

COMMENCING AT THE CORNER COMMON TO SECTIONS 4, 3, 9, AND 10, TOWNSHIP 32 NORTH, RANGE 44 EAST, WILLAMETTE MERIDIAN, PREVIOUSLY DESCRIBED;

THENCE ALONG THE EAST LINE OF SECTION 9 SOUTH 00°41'12" WEST 626.26 FEET;

THENCE DEPARTING THE EAST LINE OF SAID SECTION 9 NORTH 89°18'48" WEST 726.96 FEET TO A 4 INCH SQUARE CONCRETE MONUMENT WHICH LIES ON THE EAST LINE OF LOT 1, BLOCK 2 OF LANCELOT SHORES ADDITION, PREVIOUSLY DESCRIBED;

THENCE SOUTH 02°16'13" WEST 472.54 FEET TO A POINT ON THE EAST RIGHT-OF-WAY LINE OF LENORA DRIVE;

THENCE SOUTH 86°38'58" WEST 59.84 FEET TO A POINT ON THE WEST RIGHT-OF-WAY LINE OF LENORA DRIVE;

THENCE ALONG SAID RIGHT-OF-WAY LINE SOUTH 02°21'13" EAST 709.96 FEET TO A POINT ON THE SOUTH LINE OF PARCEL 6;

THENCE CONTINUING ALONG SAID RIGHT-OF-WAY LINE SOUTH 02°19'35" EAST 38.36 FEET TO A 3/4 INCH DIAMETER REBAR WITH 1.5 INCH DIAMETER ALUMINUM CAP MARKED PLS 24220, SAID POINT MARKS THE TRUE POINT OF BEGINNING;

THENCE CONTINUING ALONG SAID RIGHT-OF-WAY LINE SOUTH 02°19'35" EAST 251.25 FEET TO THE NORTHEAST CORNER OF LOT 10, BLOCK 2 OF THE GUINEVERE ADDITION TO CAMELOT SHORES, PREVIOUSLY DESCRIBED;

THENCE DEPARTING THE WEST RIGHT-OF-WAY LINE OF LENORA DRIVE SOUTH 87°19'50" WEST 209.64 FEET TO THE NORTHWEST CORNER OF LOT 9, BLOCK 2 OF GUINEVERE ADDITION TO CAMELOT SHORES;

THENCE ALONG THE WEST LINE OF SAID LOT 9 SOUTH 02°19'17" EAST 102.55 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF GUINEVERE DRIVE;

THENCE ALONG SAID RIGHT-OF-WAY LINE AND ALONG THE ARC OF A 90.00 FOOT RADIUS, NON-TANGENT CURVE WHICH LIES CONCAVE SOUTHEASTERLY AN ARC DISTANCE OF 110.25 FEET THROUGH A CENTRAL ANGLE OF 70°11'16" AND WHOSE CHORD BEARS SOUTH 32°53'54" WEST 103.49 FEET;

THENCE ALONG THE WEST RIGHT-OF-WAY LINE OF GUINEVERE DRIVE SOUTH 02°11'44" EAST 160.20 FEET TO A POINT OF CURVATURE;

THENCE CONTINUING ALONG SAID RIGHT-OF-WAY LINE AND ALONG THE ARC OF A 30.00 FOOT RADIUS, NON-TANGENT CURVE WHICH LIES CONCAVE NORTHWESTERLY AN ARC DISTANCE OF 47.01 FEET THROUGH A CENTRAL ANGLE OF 89°47'14" AND WHOSE CHORD BEARS SOUTH 42°21'54" WEST 42.35 FEET;

THENCE ALONG THE NORTH LINE OF GUINEVERE DRIVE SOUTH 87°23'00" WEST 64.50 FEET;

THENCE CONTINUING ALONG SAID RIGHT-OF-WAY LINE SOUTH 87°17'33" WEST 100.22 FEET;

THENCE CONTINUING ALONG SAID RIGHT-OF-WAY LINE SOUTH 87°16'13" WEST 182.68 FEET TO A POINT OF CURVATURE;

THENCE CONTINUING ALONG SAID RIGHT-OF-WAY LINE AND ALONG THE ARC OF A 30.00 FOOT RADIUS, NON-TANGENT CURVE WHICH LIES CONCAVE NORTHEASTERLY AN ARC DISTANCE OF 40.38 FEET THROUGH A CENTRAL ANGLE OF 77°07'06" AND WHOSE CHORD BEARS NORTH 54°11'11" WEST 37.40 FEET;

THENCE ALONG THE EAST RIGHT-OF-WAY LINE OF GUINEVERE DRIVE NORTH 15°40'57" WEST 171.23 FEET;

THENCE ALONG SAID EAST RIGHT-OF-WAY LINE NORTH 15°42'01" WEST 91.20 FEET;

THENCE DEPARTING SAID RIGHT-OF-WAY LINE NORTH 74°24'05" EAST 110.10 FEET;
THENCE NORTH 15°40'00" WEST 333.57 FEET;

THENCE GENERALLY ALONG THE HIGH-WATER LINE OF LAKE GUINEVERE TO THE TRUE POINT OF BEGINNING, WHICH LIES NORTH 87°21'18" EAST 706.81 FEET FROM THE POINT LAST DESCRIBED.

CONTAINING 335,811 SQUARE FEET OR 7.71 ACRES, MORE OR LESS.

PHASE I PROPERTIES CONTAINING 34.24 ACRES, MORE OR LESS.

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Description of the Subsequent Phase Property

A PORTION OF PARCEL 1-FORMERLY LOT 5, BLOCK 1, GUINEVERE ADDITION SP-4

COMMENCING AT THE CORNER COMMON TO SECTIONS 4, 3, 9, AND 10, TOWNSHIP 32 NORTH, RANGE 44 EAST, WILLAMETTE MERIDIAN, PREVIOUSLY DESCRIBED;

THENCE SOUTH 32°43'27" WEST 2772.40 TO THE THE SOUTHEAST CORNER OF LOT 4, BLOCK 1 OF GUINEVERE ADDITION TO CAMELOT SHORES, SAID POINT MARKS THE TRUE POINT OF BEGINNING;

THENCE ALONG THE WEST RIGHT-OF-WAY LINE OF GUINEVERE DRIVE SOUTH 15°43'51" EAST 79.95 FEET TO A 3/4 INCH DIAMETER REBAR WITH 1.5 INCH ALUMINUM CAP MARKED PLS 24220;

THENCE DEPARTING SAID RIGHT-OF-WAY LINE SOUTH 74°14'07" WEST 157.60 FEET TO A 5/8 INCH DIAMETER REBAR WITH YELLOW PLASTIC CAP MARKED PLS 36827;

THENCE CONTINUING SOUTH 74°14'07" WEST 5 FEET, MORE OR LESS, TO THE APPROXIMATE ORDINARY HIGH WATER LINE OF THE PEND OREILLE RIVER;

THENCE IN A NORTHWESTERLY DIRECTION ALONG THE APPROXIMATE ORDINARY HIGH WATER LINE OF THE PEND OREILLE RIVER TO A POINT THAT BEARS SOUTH 74°17'57" WEST OF THE TRUE POINT OF BEGINNING;

THENCE DEPARTING THE APROXIMATE ORDINARY HIGH WATER LINE OF THE PEND OREILLE RIVER NORTH 74°17'57" EAST 5 FEET, MORE OR LESS, TO A 5/8 INCH DIAMETER REBAR WITH YELLOW PLASTIC CAP MARKED PLS 36827;

THENCE NORTH 74°17'55" EAST 159.93 FEET TO THE TRUE POINT OF BEGINNING.

CONTAINING 12,723 SQUARE FEET OR 0.29 ACRES, MORE OR LESS.

AND

A PORTION OF PARCEL 1-FORMERLY LOT 2, BLOCK 2, GUINEVERE ADDITION SP-5

COMMENCING AT THE CORNER COMMON TO SECTIONS 4, 3, 9, AND 10, TOWNSHIP 32 NORTH, RANGE 44 EAST, WILLAMETTE MERIDIAN, PREVIOUSLY DESCRIBED;

THENCE SOUTH 34°55'36" WEST 2605.32 FEET TO A POINT ON THE EAST RIGHT-OF-WAY LINE OF GUINEVERE DRIVE, SAID POINT MARKS THE TRUE POINT OF BEGINNING OF SUBSEQUENT PHASE PROPERTY SP-5;

THENCE NORTH 74°19'09" EAST 110.15 FEET ALONG THE NORTH LINE OF LOT 1, BLOCK 2 OF THE PLAT OF GUINEVERE ADDITION PREVIOUSLY DESCRIBED TO THE SOUTHEAST CORNER THEREOF;

THENCE SOUTH 15°40'00" EAST 91.17 FEET;

THENCE SOUTH 74°24'05" WEST 110.10 FEET TO A POINT ON THE EAST RIGHT-OF-WAY LINE OF GUINEVERE DRIVE;

THENCE ALONG SAID RIGHT-OF-WAY LINE NORTH 15°42'01" WEST 91.01 FEET TO THE TRUE POINT OF BEGINNING.

CONTAINING 10,031 SQUARE FEET OR 0.23 ACRES, MORE OR LESS.

AND

PORTIONS OF PARCELS 1 AND 3; PARCELS 5 AND 6 - SP-3

COMMENCING AT THE CORNER COMMON TO SECTIONS 4, 3, 9, AND 10, TOWNSHIP 32 NORTH, RANGE 44 EAST, WILLAMETTE MERIDIAN, PREVIOUSLY DESCRIBED;

THENCE ALONG THE EAST LINE OF SECTION 9 SOUTH 00°41'12" WEST 626.26 FEET;

THENCE DEPARTING THE EAST LINE OF SAID SECTION 9 NORTH 89°18'48" WEST 726.96 FEET TO A 4 INCH SQUARE CONCRETE MONUMENT WHICH LIES ON THE EAST LINE OF LOT 1, BLOCK 2 OF LANCELOT SHORES ADDITION, PREVIOUSLY DESCRIBED;

THENCE SOUTH 02°16'13" WEST 472.54 FEET TO A POINT ON THE EAST RIGHT-OF-WAY LINE OF LENORA DRIVE;

THENCE SOUTH 86°38'58" WEST 59.84 FEET TO A POINT ON THE WEST RIGHT-OF-WAY LINE OF LENORA DRIVE, SAID POINT MARKS THE TRUE POINT OF BEGINNING;

THENCE ALONG SAID RIGHT-OF-WAY LINE SOUTH 02°21'13" EAST 709.96 FEET TO A POINT ON THE SOUTH LINE OF PARCEL 6;

THENCE ALONG THE WEST RIGHT-OF-WAY LINE OF LENORA DRIVE SOUTH 02°19'35" EAST 38.36 FEET;

THENCE DEPARTING THE WEST RIGHT-OF-WAY LINE OF LENORA DRIVE AND ALONG THE APPROXIMATE HIGH WATER LINE OF LAKE GUINEVERE IN A WESTERLY DIRECTION TO A POINT THAT LIES SOUTH 87°21'19" WEST 706.81 FEET DISTANT FROM THE PREVIOUSLY DESCRIBED POINT;

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THENCE SOUTH 15°40'00" EAST 146.30 FEET TO THE NORTHEAST CORNER OF LOT 1, BLOCK 2 OF GUINEVERE ADDITION TO CAMELOT SHORES, PREVIOUSLY DESCRIBED;

THENCE SOUTH 87°10'00" WEST 68.57 FEET TO A POINT ON THE EAST RIGHT-OF-WAY LINE OF GUINEVERE DRIVE;

THENCE ALONG THE ARC OF A 60.00 FOOT RADIUS, NON-TANGENT CURVE WHICH LIES CONCAVE SOUTHERLY AN ARC DISTANCE OF 194.65 FEET THROUGH A CENTRAL ANGLE OF 185°52'46" AND WHOSE CHORD BEARS SOUTH 84°36'32" WEST 119.84 FEET TO THE NORTHEAST CORNER OF LOT 1, BLOCK 1 OF GUINEVERE ADDITION;

THENCE SOUTH 74°19'23" WEST 85.85 FEET TO A 3/4 INCH DIAMETER REBAR AT THE TOP OF THE EAST BANK OF THE PEND OREILLE RIVER WHICH LIES ON THE NORTH LINE OF LOT 1, BLOCK 1 GUINEVERE ADDITION;

THENCE CONTINUING ALONG THE NORTH LINE OF LOT 1 SOUTH 74°19'23" WEST 61 FEET, MORE OR LESS, TO THE APPROXIMATE ORDINARY HIGH WATER LINE OF THE PEND OREILLE RIVER;

THENCE IN A NORTHWESTERLY DIRECTION ALONG THE APPROXIMATE ORDINARY HIGH WATER LINE OF THE PEND OREILLE RIVER TO A POINT ON THE WESTERLY EXTENSION OF THE SOUTH LINE OF PARCEL 6;

THENCE NORTH 87°21'18" EAST 37 FEET, MORE OR LESS, TO A 3/4 INCH DIAMETER REBAR WITH 1-1/2 INCH DIAMETER ALUMINUM CAP MARKED RLS 24220, SAID POINT BEARS NORTH 24°49'01" WEST 222.68 FEET FROM THE PREVIOUSLY DESCRIBED 3/4 INCH DIAMETER REBAR;

THENCE SOUTH 87°21'18" WEST 37 FEET, MORE OR LESS, TO THE APPROXIMATE HIGH WATER MARK OF THE PEND OREILLE RIVER;

THENCE ALONG THE APPROXIMATE HIGH WATER MARK IN A NORTHWESTERLY DIRECTION TO A POINT OF INTERSECTION WITH THE WESTERLY EXTENSION OF THE SOUTH LINE OF THE PLAT OF LANCELOT SHORES ADDITION OF CAMELOT SHORES, PREVIOUSLY DESCRIBED;

THENCE NORTH 87°39'20" EAST 15 FEET, MORE OR LESS, TO A 5/8 INCH DIAMETER REBAR WITH YELLOW PLASTIC CAP MARKED PLS 36827, SAID POINT BEARS NORTH 17°18'06" WEST 740.45 FEET DISTANT FROM THE PREVIOUSLY DESCRIBED 3/4 INCH DIAMETER REBAR;

THENCE SOUTH 87°39'20" WEST 15 FEET, MORE OR LESS, TO THE APPROXIMATE HIGH WATER MARK OF THE PEND OREILLE RIVER;

THENCE ALONG SAID APPROXIMATE HIGH WATER MARK IN A NORTHWESTERLY DIRECTION 317 FEET, MORE OR LESS, TO A POINT BEING REFERENCED BY THE MONUMENT DESCRIBED IN THE NEXT CALL;

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THENCE NORTH 72°15'18" EAST 15.42 FEET TO A 3/4 INCH DIAMETER REBAR WITH 1-1/2 INCH ALUMINUM CAP MARKED RLS 24220 WHICH MARKS AN ANGLE POINT IN THE UPLAND BOUNDARY OF LOT 1, BLOCK 1, LANCELOT SHORES ADDITION OF CAMELOT ON USK, SAID POINT BEARS NORTH 17°44'42" WEST 320.53 FEET FROM THE REBAR LAST DESCRIBED;

THENCE SOUTH 72°15'18" WEST 15.42 FEET TO THE APPROXIMATE HIGH WATER MARK OF THE PEND OREILLE RIVER;

THENCE IN A NORTHWESTERLY DIRECTION ALONG SAID APPROXIMATE HIGH WATER MARK TO A POINT OF INTERSECTION WITH THE WESTERLY EXTENSION OF THE SOUTH LINE OF LOT 1, ARTHUR PHASE 1 SUBDIVISION, PREVIOUSLY DESCRIBED;

THENCE ALONG THE SOUTH LINE OF LOT 1, ARTHUR PHASE I SUBDIVISION NORTH 52°27'18" EAST 55 FEET, MORE OR LESS, TO A 3/4 INCH DIAMETER REBAR WITH 1-1/2 INCH ALUMINUM CAP MARKED RLS 24220 WHICH LIES AT THE TOP OF THE EAST BANK OF THE PEND OREILLE RIVER, SAID POINT BEARS NORTH 05°11'21" WEST 186.23 FEET FROM THE REBAR LAST DESCRIBED;

THENCE CONTINUING NORTH 52°27'18" EAST 184.45 FEET TO THE SOUTHEAST CORNER OF SAID LOT 1;

THENCE ALONG THE SOUTH RIGHT-OF-WAY LINE OF LENORA DRIVE AND ALONG THE ARC OF A 105.00 FOOT RADIUS, NON-TANGENT CURVE WHICH LIES CONCAVE NORTHEASTERLY AN ARC DISTANCE OF 17.27 FEET THROUGH A CENTRAL ANGLE OF 09°25'29" AND WHOSE CHORD BEARS SOUTH 85°20'36" EAST 17.25 FEET;

THENCE CONTINUING ALONG SAID RIGHT-OF-WAY ON A NON-TANGENT LINE SOUTH 89°50'34" EAST 76.49 FEET TO A POINT OF CURVATURE;

THENCE ALONG THE ARC OF A 120.00 FOOT RADIUS, NON-TANGENT CURVE WHICH LIES CONCAVE SOUTHWESTERLY AN ARC DISTANCE OF 69.24 FEET THROUGH A CENTRAL ANGLE OF 33°03'38" AND WHOSE CHORD BEARS SOUTH 73°28'30" EAST 68.29 FEET;

THENCE ON A NON TANGENT LINE SOUTH 57°00'35" EAST 126.45 FEET;

THENCE ALONG THE ARC OF A 25.00 FOOT RADIUS, NON-TANGENT CURVE WHICH LIES CONCAVE WESTERLY AN ARC DISTANCE OF 41.03 FEET THROUGH A CENTRAL ANGLE OF 94°02'02" AND WHOSE CHORD BEARS SOUTH 09°59'34" EAST 36.58 FEET;

THENCE SOUTH 37°01'27" WEST 64.82 FEET TO A POINT ON THE NORTHERLY RIGHT OF WAY OF LENORA DRIVE;

THENCE ALONG SAID RIGHT-OF-WAY LINE AND ALONG THE ARC OF A 160.00 FOOT RADIUS CURVE WHICH LIES CONCAVE NORTHERLY AN ARC DISTANCE OF 236.30 FEET THROUGH A CENTRAL ANGLE OF 84°37'13" AND WHOSE CHORD BEARS SOUTH 79°20'04" WEST 215.41 FEET;

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THENCE SOUTH 31°38'40" WEST 60.00 FEET TO A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF LENORA DRIVE;

THENCE ALONG SAID RIGHT-OF-WAY LINE AND ALONG THE ARC OF A 220.00 FOOT RADIUS, NON-TANGENT CURVE WHICH LIES CONCAVE NORTHERLY AN ARC DISTANCE OF 324.92 FEET THROUGH A CENTRAL ANGLE OF 84°37'13" AND WHOSE CHORD BEARS NORTH 79°20'04" EAST 296.18 FEET;

THENCE CONTINUING ALONG SAID RIGHT-OF-WAY LINE NORTH 37°01'27" EAST 167.08 FEET TO THE SOUTHEAST CORNER OF LOT 6, BLOCK 1 OF LANCELOT SHORES ADDITION OF CAMELOT SHORES, PREVIOUSLY DESCRIBED;

THENCE DEPARTING THE SOUTH RIGHT-OF-WAY LINE OF LENORA DRIVE SOUTH 51°20'56" EAST 134.92 FEET TO THE SOUTHEAST CORNER OF SAID LOT 6;

THENCE NORTH 37°01'21" EAST 330.54 FEET TO THE NORTHEASTERLY CORNER OF SAID LOT 6;

THENCE ALONG THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF LENORA DRIVE SOUTH 51°14'28" EAST 134.93 FEET TO THE NORTHWESTERLY CORNER OF LOT 7A;

THENCE SOUTH 37°01'28" WEST 330.29 FEET TO THE SOUTHWEST CORNER OF LOT 7A;

THENCE SOUTH 51°20'56" EAST 99.92 FEET TO THE SOUTHEAST CORNER OF LOT 7A;

THENCE NORTH 37°01'28" EAST 330.12 FEET TO THE NORTHEAST CORNER OF SAID LOT 7A;

THENCE ALONG THE SOUTHERLY RIGHT-OF-WAY OF LENORA DRIVE SOUTH 51°14'14" EAST 348.71 FEET TO A POINT OF CURVATURE;

THENCE ALONG THE ARC OF A 105.00 FOOT RADIUS, NON-TANGENT CURVE WHICH LIES CONCAVE SOUTHWESTERLY AN ARC DISTANCE OF 89.47 FEET THROUGH A CENTRAL ANGLE OF 48°49'21" AND WHOSE CHORD BEARS SOUTH 26°56'09" EAST 86.79 FEET;

THENCE CONTINUING ALONG THE WEST RIGHT-OF-WAY LINE SOUTH 02°18'29" EAST 209.90 FEET TO THE TRUE POINT OF BEGINNING.

CONTAINING 1,515,335 SQUARE FEET OR 34.79 ACRES, MORE OR LESS.

AND

A PORTION OF PARCEL 2-FORMER LOT 6, ARTHUR PHASE I SUBDIVISION - SP-2

COMMENCING AT THE CORNER COMMON TO SECTIONS 4, 3, 9, AND 10, TOWNSHIP 32 NORTH, RANGE 44 EAST, WILLAMETTE MERIDIAN, PREVIOUSLY DESCRIBED;

THENCE SOUTH 89°40'24" WEST 2198.57 FEET TO THE NORTHEAST CORNER OF LOT 7 OF CAMELOT ON USK, ARTHUR PHASE I SUBDIVISION, PREVIOUSLY DESCRIBED;

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THENCE ALONG THE WEST RIGHT-OF-WAY LINE OF LENORA DRIVE SOUTH 18°25'41" EAST 89.20 FEET TO THE TRUE POINT OF BEGINNING OF THE SUBSEQUENT PHASE PROPERTY HEREINAFTER DESCRIBED;

THENCE CONTINUING ALONG SAID RIGHT-OF-WAY LINE SOUTH 18°25'41" EAST 82.80 FEET TO THE NORTHEAST CORNER OF LOT 5 OF CAMELOT ON USK, ARTHUR PHASE I SUBDIVISION, PREVIOUSLY DESCRIBED;

THENCE ALONG THE NORTH LINE OF SAID LOT 5 SOUTH 71°31'36" WEST 122.90 FEET, MORE OR LESS TO A 5/8 INCH DIAMETER REBAR WITH YELLOW PLASTIC CAP MARKED PLS 36827 WHICH LIES AT THE TOP OF THE EAST BANK OF THE PEND OREILLE RIVER;

THENCE CONTINUING ALONG THE WESTERLY EXTENSION OF THE PREVIOUSLY DESCRIBED LINE 11.00 FEET, MORE OR LESS, TO A POINT ON THE APPROXIMATE ORDINARY HIGH WATER MARK OF THE PEND OREILLE RIVER;

THENCE IN A NORTHWESTERLY DIRECTION ALONG THE APPROXIMATE ORDINARY HIGH WATER MARK OF THE PEND OREILLE RIVER TO A POINT THAT BEARS SOUTH 71°31'36" WEST FROM THE TRUE POINT OF BEGINNING;

THENCE DEPARTING THE APPROXIMATE ORDINARY HIGH WATER LINE OF THE PEND OREILLE RIVER NORTH 71°31'36" EAST 8 FEET, MORE OR LESS, TO A 5/8 INCH DIAMETER REBAR WITH YELLOW PLASTIC CAP MARKED PLS 36827 WHICH LIES AT THE TOP OF THE EAST BANK OF THE PEND OREILLE RIVER;

THENCE CONTINUING NORTH 71°31'36" EAST 126.21 FEET TO THE TRUE POINT OF BEGINNING.
CONTAINING 11,087 SQUARE FEET OR 0.25 ACRES, MORE OR LESS.

AND

A PORTION OF PARCELS 1, 3, AND 5; AND PARCEL 6 - SP-1
COMMENCING AT THE CORNER COMMON TO SECTIONS 4, 3, 9, AND 10, TOWNSHIP 32 NORTH, RANGE 44 EAST, WILLAMETTE MERIDIAN, PREVIOUSLY DESCRIBED;

THENCE NORTH 71°32'54" WEST 2641.21 FEET TO A POINT ON THE EAST RIGHT-OF-WAY LINE OF LENORA DRIVE, SAID POINT MARKS THE TRUE POINT OF BEGINNING OF THE SUBSEQUENT PHASE PROPERTY HEREINAFTER DESCRIBED;
THENCE DEPARTING SAID RIGHT-OF-WAY LINE NORTH 75°51'30" EAST 95.35 FEET;

THENCE SOUTH 39°58'49" EAST 30.23 FEET;

THENCE SOUTH 29°20'56" EAST 70.09 FEET;

THENCE SOUTH 43°41'37" EAST 39.12 FEET;

THENCE SOUTH 06°23'03" WEST 25.27 FEET;

THENCE SOUTH 73°14'33" EAST 78.04 FEET;

THENCE SOUTH 39°23'35" EAST 20.01 FEET;

THENCE NORTH 83°28'58" EAST 6.37 FEET;

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THENCE SOUTH 54°56'57" 36.56 FEET;

THENCE SOUTH 34°56'57" EAST 57.42 FEET;

THENCE SOUTH 58°36'57" EAST 183.00 FEET;

THENCE SOUTH 31°56'57" EAST 256.51 FEET;

THENCE NORTH 88°03'03" EAST 76.84 FEET;

THENCE ALONG THE ARC OF A 126.00 FOOT RADIUS, NON-TANGENT CURVE WHICH LIES CONCAVE NORTHEASTERLY AN ARC DISTANCE OF 36.35 FEET THROUGH A CENTRAL ANGLE OF 16°31'48" AND WHOSE CHORD BEARS SOUTH 52°48'45" EAST 36.23 FEET;

THENCE DEPARTING THE PREVIOUSLY DESCRIBED CURVE ON A NON-TANGENT, 10.00 FOOT RADIUS, REVERSE CURVE WHICH LIES CONCAVE SOUTHERLY AN ARC DISTANCE OF 7.63 FEET THROUGH A CENTRAL ANGLE OF 43°44'20" AND WHOSE CHORD BEARS NORTH 82°56'49" WEST 7.45 FEET;

THENCE SOUTH 75°11'01" WEST 251.03 FEET TO A POINT OF CURVATURE;
THENCE ALONG THE ARC OF A 93.00 FOOT RADIUS CURVE WHICH LIES CONCAVE SOUTHEASTERLY AN ARC DISTANCE OF 50.15 FEET THROUGH A CENTRAL ANGLE OF 30°53'56";

THENCE SOUTH 44°17'05" WEST 74.41 FEET TO A POINT OF CURVATURE;

THENCE ALONG THE ARC OF A 77.00 FOOT RADIUS CURVE WHICH LIES CONCAVE NORTHWESTERLY AN ARC DISTANCE OF 27.93 FEET THROUGH A CENTRAL ANGLE OF 20°46'47";

THENCE SOUTH 65°03'52" WEST 33.75 FEET TO A POINT ON THE EAST RIGHT-OF-WAY LINE OF LENORA DRIVE;

THENCE ALONG THE EAST RIGHT-OF-WAY OF LENORA DRIVE AND ALONG THE ARC OF A 530.00 FOOT RADIUS CURVE WHICH LIES CONCAVE WESTERLY AN ARC DISTANCE OF 26.99 FEET THROUGH A CENTRAL ANGLE OF 02°55'03" AND WHOSE CHORD BEARS NORTH 25°18'48" WEST 26.99 FEET;

THENCE CONTINUING ALONG SAID RIGHT-OF-WAY LINE NORTH 26°06'46" WEST 325.55 FEET TO A POINT OF CURVATURE;

THENCE CONTINUING ALONG SAID RIGHT-OF-WAY LINE AND ALONG THE ARC OF A 470.00 FOOT RADIUS, NON-TANGENT CURVE WHICH LIES CONCAVE NORTHEASTERLY AN ARC DISTANCE OF 28.90 FEET THROUGH A CENTRAL ANGLE OF 03°31'23" AND WHOSE CHORD BEARS NORTH 24°43'40" WEST 28.90 FEET;

THENCE CONTINUING ALONG SAID RIGHT-OF-WAY LINE NORTH 22°40'17" WEST 414.19 FEET TO THE TRUE POINT OF BEGINNING.

CONTAINING 187,001 SQUARE FEET OR 4.29 ACRES, MORE OR LESS.

SUBSEQUENT PHASE PROPERTIES CONTAINING 39.85 ACRES, MORE OR LESS.

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SCHEDULE D

SKOOKUM RENDEZVOUS RV RESORT
A CONDOMINIUM

Assessor's Tax Parcel ID Numbers

443204-07-9001
443209-01-9001
443209-53-0007
443204-53-0011
443204-53-0012
443204-53-0013
443204-53-0014
443209-54-0002
443209-54-0003
443209-54-0006
443209-54-0007
443209-54-0010
443209-54-0011
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