

After Recording Return To
Marlene Voss
Weyerhaeuser Real Estate Company
EC3-3C8
P.O. Box 9777
Federal Way, WA 98063-9777

Document Title(s) (or transactions contained therein): 1. Declaration of Easements, Covenants and Restrictions Tule Lake & Primary Road Association
Grantor(s) Name (last, first, and initials): 1. Weyerhaeuser Real Estate Company
Grantee(s) Name (last, first, and initials): 1. Tule Lake & Primary Road Association 2. Lot Owners
Legal Description (Abbreviated i.e. lot/block and plat or section, township and range) Sections 9, 10, 16, T16N, R3E, W.M. Lots 1 – 24, Survey #200005255001 Legal Description is on Exhibit A of Document.
Reference Number(s) of Documents Assigned or Released: 1. 2. <input type="checkbox"/> Additional Reference Numbers on Page _____ of Document
Assessor's Tax Parcel / Account Number(s) 0316093001, 0316103002, 0316161014, 0316161015, 0316162006, 0316162007, 0316162008, 0316162009

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DECLARATION OF EASEMENTS, COVENANTS AND RESTRICTIONS
TULE LAKE & PRIMARY ROAD ASSOCIATION

This Declaration of Easements, Covenants and Restrictions for Tule Lake & Primary Road Association is made this _____ day of _____, 2000, by Weyerhaeuser Real Estate Company, a Washington corporation, acting through its Land Management Division (“Declarant”).

WITNESSETH

WHEREAS, Declarant is the owner of the real property legally described on Exhibit A of this Declaration;

WHEREAS, Declarant desires to establish easements and impose certain covenants upon the Property for the mutual benefit of all owners, present and future;

NOW, THEREFORE, Declarant hereby declares that the Property, including the improvements constructed or to be constructed thereon, is hereby subjected to the provisions of this Declaration and shall be held, sold, transferred, conveyed, used, occupied, and mortgaged or otherwise encumbered subject to the covenants, conditions, restrictions, easements, assessments, and liens, hereinafter set forth, which are for the purpose of protecting the value and desirability of, and which shall run with the title to, the Property hereby or hereafter made subject hereto, and shall be binding on all persons having any right, title, or interest in all or any portion of the Property now or hereafter made subject hereto, their respective heirs, legal representatives, successors, successors-in-title, and assigns and shall inure to the benefit of each and every owner of all or any portion thereof.

Article 1
THE PROPERTY

1.1 The Property. The real property to be subjected to this Declaration is legally described on Exhibit “A-1” (the “Property”). The Property consists of 24 separate parcels, referred to herein as “Lots”.

1.2 Addition of Other Property. Declarant may at any time during the pendency of this Declaration add all or a portion of any real property now or hereinafter owned by Declarant that is adjacent to the Property, and upon recording of an amendment of addition or removal of real property containing at least the provisions set forth in paragraph 1.4 below, the provisions of this Declaration shall apply to the added real property in the same manner as if it were originally covered by this Declaration.

Thereafter, to the extent that this Declaration is made applicable thereto, the rights, powers, and responsibilities of Declarant and the owners of Lots within the added real property shall be the same as in the case of the Property described in paragraph 1.1.

1.3 Removal of Property. Declarant may at any time during the pendency of this Declaration remove all or a portion of the real property owned by Declarant that is subject to this Declaration and, upon recording of an amendment of real property containing at least the provisions set forth in paragraph 1.4 below, the provisions of this Declaration shall no longer apply to the removed real property.

1.4 Amendment of Addition or Removal to Property. The amendment of addition or removal of real property referred to in paragraphs 1.2 and 1.3 above shall contain at least the following provisions:

- A. A reference to this Declaration stating the date of recording and the recording number under which it is recorded;
- B. A statement that the provisions of this Declaration:
 - 1. Shall apply to such added real property; or
 - 2. Shall not apply to such removed real property; and
- C. A legal description of such added or removed real property.

Article 2 **PURPOSE**

2.1 Purpose. The purposes and considerations for subjecting the Property to these easements, covenants and restrictions are:

- A. To provide access to the Lots for the purposes of ingress, egress, drainage and utilities so as to promote the improvement and development of the Property;
- B. To establish an association for the purpose of the construction, installation, and maintenance of the Primary Road, lake and community property;

- C. To provide each benefited lot with the use of Tule Lake and the community property as described and depicted on Exhibits B-1 & B-2, C-1 & C-2 and D-1 & D-2, for recreational purposes in common with like owners of other benefited lots;
- D. To implement and enforce the Lake Management Plan for Tule Lake; and
- E. To promote the orderly use and enjoyment of the property.

Article 3

ADOPTION OF A LAKE MANAGEMENT PLAN

3.1 Plan. Declarant has adopted a lake management plan (“the Plan”) prepared by Habitat Technologies, Puyallup, Washington, that covers:

- A. Tule Lake;
- B. The portions of Lots 8-12, 15 and 17-21 that lie within two hundred (200) feet of the shoreline of Tule Lake, measured from the ordinary high water mark;
- C. The portions of Lot 8 that lie within fifty (50) feet of the primary tributary to Tule Lake; and
- D. All Lots within the Lake’s drainage area.

3.2 Purpose. The Plan is designed to maintain the natural beauty, water quality and ecological value of the lake.

3.3 Restriction on Use of Lake. In furtherance of the Plan no motors of any kind shall be allowed on the lake. Notwithstanding anything to the contrary elsewhere in this Declaration, this restriction may not be removed by the Delcarant, the Association provided for herein or the owners of Lots subject to this Declaration.

3.4 Special Restrictions Applicable to Lots 8-12, 15, 17-21:

- A. In furtherance of the Plan, the easement for use of Tule Lake and the community property, and to preserve the peace and quiet enjoyment of those amenities by Lot owners, the Declarant imposes the following restrictions on Lots 8-12, 15, 17-21 (“Lakefront Lots”):

1. No structure of any kind, and no landscaping shall take place on the portions of Lots 8-12, 15, 17-21 that lie within two hundred (200) feet of the shoreline of Tule Lake, measured from the ordinary high water mark, or within fifty (50) feet of the primary tributary to Tule Lake except that each lakefront Lot may have a dock provided that the following conditions are adhered to:
 - a. Any dock's surface area shall be restricted to 75 square feet (i.e. 7.5 feet wide by 10 feet long),
 - b. All docks shall be a "floating" dock and not fixed to the lake bottom in any way,
 - c. No dock shall be permanently fixed to the lake shoreline,
 - d. All docks shall be of a dark brown or dark green color,
 - e. Material used to construct any dock shall comply with the spirit of the Lake Management Plan,
 - f. Lakefront Lot owners shall notify the Board of Directors and seek their approval regarding compliance with the above conditions and the Lake Management Plan guidelines prior to construction of a dock structure. Failure to provide notice to the Board shall be deemed a violation of these covenants allowing the Board to take all necessary corrective actions.
2. Each Lakefront Lot shall be allowed to create a single pathway to the lakefront provided that all applicable federal, state, local laws, and the Tule Lake - Lake Management Plan are complied with. In addition, the walkway shall be limited to ten (10) feet in width and shall be covered with grass or other plant life throughout the entire year. No soil exposure shall be permitted.
3. A single picnic area no greater than 7,854 square feet (i.e. a 100' diameter circle) in total area shall be permitted along the pathway referenced in paragraph 4.7A.2. above. Vegetation within the picnic area may be managed as a typical mowed lawn or similar plant community. The outer edge of this picnic area shall not be closer than 25 feet landward of the ordinary high-water mark of the Tule Lake. No

structures of any kind shall be permitted within the established picnic area. No more than two (2) watercraft per Lakefront Lot shall be stored within the picnic area.

4. Land clearing shall be limited to a homesite and surrounding yards. Total clearing on any Lot shall not exceed two (2) acres within those areas between the high water mark of Tule Lake and the “Lake Loop Road” as delineated in Exhibit E-1.
 5. If the above restrictions creates any undue hardship related to the buildability of Lakefront Lots 17, 18, or 19, the Board of Directors may, upon full review of the circumstances and in conjunction with the guidelines provided by these CC&Rs and the Tule Lake - Lake Management Plan, amend with reason, those restrictions affecting where a primary residence is located within 200’ landward of the ordinary high-water mark. Any review or approval by the Board of Directors shall not be considered a substitute for any other review or approval by any other presiding jurisdiction.
 6. All residences, garages, barns, out buildings, etc. shall be painted or stained either a dark brown or dark green color to allow buildings to blend into the surrounding natural environment. This restriction shall apply to and not be limited to trim color, door color, fences, roofing and yard furniture.
- B. The Board shall administer these Special Restrictions and shall be responsible for their enforcement.

3.5 Restrictions Applicable to all Lots:

- A. In furtherance of the Plan, to protect the natural beauty, the water quality and the ecological value of Tule Lake, and to preserve the peace and quiet enjoyment of Tule Lake by Lot owners, the Declarant imposes the following restrictions on all Lots:
 1. All timber harvesting shall be carried out in accordance with the Plan and all applicable government regulation.
 2. Herbicide and pesticide use may be restricted by the Board in accordance with the Plan and all applicable government regulation.
- B. The Board shall administer these Restrictions and shall be responsible for their enforcement.

3.6 Use of Easement. The use of Tule Lake shall be governed by the Tule Lake Management plan ("Plan") prepared initially by a qualified wetlands biologist retained by Declarant, which Plan but not the restrictions set forth in paragraphs 3.3, 3.4 and 3.5 above, may be amended from time to time, on the advice of a qualified wetlands biologist, by the Tule Lake & Primary Road Association Board of Directors. The Plan is designed to maintain the natural beauty, the water quality and the ecological value of the lake while providing for its use and enjoyment by Lot owners. In addition, the use of Tule Lake and the community property shall be governed by rules and regulations adopted and amended from time to time by the Association.

The use of the Community Property shall be used in a manner beneficial to the common interest. Such uses include but are not limited to the following: boat launching, parking, miscellaneous picnic areas, and recreation activities that are consistent with the Lake Management Plan.

Article 4

EASEMENTS

4.1 Primary Road Easement. Declarant hereby declares, creates, establishes, grants and conveys to the Tule Lake & Primary Road Association (the "Association") and the Lot owners therein a non-exclusive road easement for ingress, egress, utilities, drainage, and any other items considered beneficial to the community on, over, under, across and along the primary roadways as delineated on Exhibit F-1 and G-1, or as relocated by Declarant, and/or the Association and such additional primary road easements as may be granted by Declarant, the owner or owners of a Lot or Lots or the Association (the "Primary Road"). The Primary Road Easement shall be sixty (60) feet in width, 30' on each side of centerline of the roadway corridor as legally described in Exhibit G-1, and shall be appurtenant and beneficial to each of the Lots. There is reserved to Declarant and to the Association a right to relocate the Primary Road in Article 8, paragraph 8.1, herein.

4.2 Use of Primary Road Easement. The Primary Road Easement shall be used for the purpose of constructing, installing, maintaining, repairing, replacing and improving the Primary Road, the drainage system, utilities and related equipment and services, including, without limitation, telephone, electric, cable television, gas, water and sewer lines installed therewith.

4.3 Lake & Community Property Easement. Declarant hereby declares, creates, establishes, grants and conveys to the Tule Lake and Primary Road Association (the "Association") and the Lot owners therein a non-exclusive, easement for the use of Tule Lake and the community property as delineated on Exhibit B-2, C-2 and D-2 in common with, the owner or owners of a Lot or the Association. The easement shall be appurtenant and beneficial to each of the Lots.

4.4 Tule Lake Community Property.

- A. Common Recreation Area Easement as legally described in Exhibit C-1 and shown on Exhibit C-2.
- B. Parking Area Easement as legally described in Exhibit D-1 and shown on Exhibit D-2.

4.5 Dedication of Roads.

- A. Declarant may at any time during the pendency of this Declaration dedicate the Primary Road or any portion thereof, to the governing municipality for public use, or to accomplish the conversion of the Primary Road, or any portion thereof, to a public road. Provided, however, that none of the cost of improving the Primary Road as a condition of dedicating or converting it shall be borne by the Association or its members.
- B. The Association may at any time during the pendency of this Declaration dedicate the Primary Road or any portion thereof, to the governing municipality for public use, or to accomplish the conversion of the Primary Road, or any portion thereof, to a public road.

If none of the cost of improving the Primary Road as a condition of dedicating or converting it is to be borne by the Association or its members, the Board may take that action without a member vote.

If any of the cost of improving the Primary Road as a condition of dedicating or converting it is to be borne by the Association or its members, the Board shall not take action without first giving the members at least twenty (20) days written notice of the proposed action. During the 20-day period any member may request in writing that the matter be decided by a majority vote of the members.

If a timely request is made, a vote shall be taken, which shall be binding on the Board. If no such request is made, the Board may proceed without a member vote.

4.6 Easements for Utilities. There is hereby reserved to Declarant blanket easements upon, across, above and under the Property for access, ingress, egress, installation, repairing, replacing, and maintaining all utilities serving the property or any portion thereof, including, but not limited to, gas, water, sanitary sewer, telephone and electricity, as well as storm drainage, drainfields, irrigation and any other service which Declarant might decide to have installed to serve the property. It shall be expressly

permissible for Declarant or the designee, as the case may be, to install, repair, and maintaining of such wires, conduits, cables and other equipment related to the providing of such utility or service. Should any party furnishing any such utility or service requests a specific license or easement by separate recordable document, Declarant shall have the right to grant such easement.

Article 5

MAINTENANCE

5.1 Maintenance of Primary Road Easement. Every Lot in the Property shall be subject to an assessment for the maintenance, repair and replacement of the Primary Road. Maintenance of the Primary Road shall include, but not be limited to the following:

- A. Maintaining or replacing the surface of the Primary Road in a level, smooth, and evenly covered condition;
- B. Removing all paper, debris, and refuse to the extent necessary to keep the Primary Road in a clean, orderly and open condition;
- C. Replacing and keeping in repair any improvements constructed within the Primary Road for the benefit of the Association which are approved by the Board of Directors or required by any governing municipality;
- D. Removal of snow and ice;
- E. Payment of all costs for materials, supplies, and equipment necessary to maintain, service, repair, and operate the Primary Road including, but not limited to, engineering fees, surveyors' fees, contractors' fees, and any other fees;
- F. Maintaining, repairing, and replacing the utility and drainage system existing in the Primary Road, including without limitation all roadside ditches and related culverts;
- G. Payment of premiums for a policy or policies of insurance against liability coincidental to the use and maintenance of the Primary Road and access points thereto; and
- H. Payment of the costs of administration and attorneys' fees incurred in connection with the Primary Road.

5.2 Maintenance of Lake and Community Property Easement. Every Lot in the Property shall be subject to an assessment for the monitoring, maintenance, repair and replacement of the lake and community property. Maintenance of the lake and community property shall include, but not be limited to the following:

- A. Mowing, raking, brush cutting to maintain in a useable condition;
- B. Removing all paper, debris, and refuse to the extent necessary to keep the lake and shoreline in a clean, orderly and visually pleasing condition;
- C. Replacing and keeping in repair any signs which are approved by the Board of Directors or required by any governing municipality;
- D. Contracting for any work necessary to maintain the lake quality and condition, pursuant to the Tule Lake Management Plan, as prepared by a qualified wetlands biologist.

5.3 Maintenance Fund. A fund shall be established, held, administered and used by the Association for the maintenance of the Primary Road, related drainage, utility facilities and administrative needs. Such fund shall be known as the Tule Lake & Primary Road Maintenance Fund (the "Maintenance Fund"). The Maintenance Fund shall be owned jointly by all of the Lot owners, shall be administered by the Association, shall be used only for the purposes stated in this document, and shall not be subject to partition by any individual Lot owner.

Article 6

ASSESSMENTS

6.1 Agreement to Pay Assessments. Each Owner, by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, covenants and agrees to pay to the Association the assessments described herein. Assessments for the Primary Road, the Community Property and the Lake shall be the same for each Lot.

6.2 Assessments. An initial payment of TwoHundred Dollars (\$200.00) shall be paid by the first purchaser of each Lot in the Property (including, without limitation, each Lot created by any further subdivision or platting of a Lot) to the Maintenance Fund. Thereafter, the Board of Directors shall determine the cost of maintenance for a calendar year and shall notify each Lot owner of the assessment prior to January 1st of each calendar year. On or before the fifteenth (15th) day of February of each calendar year, each Lot owner shall pay its assessment (the "Annual Assessment").

6.3 Special Assessments. The Board may levy special assessments from time to time if approved at a meeting by two-thirds of the Total Association Vote. Special assessments shall be paid as determined by the Board.

6.4 Date of Commencement of Assessments. The assessments provided for herein shall commence as to a Lot subject to this Declaration on the first day of the month following the conveyance of such Lot to an Owner. Assessments shall be due and payable in a manner and on a schedule as the Board may provide. Lots which have not been so conveyed shall not be subject to assessments. The first annual assessment shall be adjusted according to the number of months then remaining in that fiscal year.

6.5 Lien Rights. The Annual Assessment or special assessment, together with interest and costs, including without limitation reasonable attorneys' fees, shall be a lien against the Lot to which such assessment is made. If any Annual Assessment or special assessment is not paid within thirty (30) days after its due date, such assessment shall bear interest at the maximum rate permitted by law from the due date until paid. The Association or its agents, shall have the right and power to bring all actions against any Lot owner for collection of such Annual Assessment or special assessment as a debt, and shall have the right to enforce the lien rights of the Association, including foreclosure, by an action brought in the name of the Association in like manner as the foreclosure of a lien on real property. The liens provided for in this subsection shall be in favor of the Association and shall be for the benefit of the Association. The Association shall have the power to bid in its interest at a foreclosure sale and to acquire and hold, lease, mortgage and convey the same. In the event of legal action to enforce or collect any assessment, the prevailing party shall be entitled to recover court costs, reasonable attorneys' fees, and any other expenses of litigation.

6.6 Extraordinary Use and Cost. Due to the extraordinary use on the Primary Road due to heavy truck traffic during logging, land clearing, and home/building construction activities, all Owners are required to notify the Board in writing of what activity they wish to commence and to deposit security with the Board prior to commencing such activity. The Board will determine the amount of said security based on the details of said activity. If, during the performance of said activity, the Board determines that the related usage is causing damage to the Primary Road in excess of the initial estimate, the Board may require the Owner conducting the activity to deposit additional security pending the completion of the activity. Upon completion of said activity the Owner of the lot or lots subjecting the Primary Road to such use shall have the obligation to prove that said use has not caused damage to said Primary Road and that the condition is consistent with the condition prior to the commencement of the activity. The Board shall have the right but not obligation to return all or a portion of said security. If such proof cannot be given the security will be put into the Maintenance Account to be used to repair the Primary Road. If the costs of said repairs exceed said security, as determined by the Board, said Owner shall be obligated to pay the additional repair costs. If unpaid, the obligation shall become a lien on such Owner's Lot which may be foreclosed by the Association as provided in paragraph 6.5.

Article 7

USE RESTRICTIONS AND RULES

7.1 General. This Article, beginning at paragraph 7.2, sets out certain use restrictions which must be complied with by all Owners and Occupants. These use restrictions may only be amended in the manner provided in paragraph 10.2 hereof regarding amendment of this Declaration.

7.2 Use. The Primary Road shall be used in a manner consistent with paragraph 4.2 and applicable zoning codes.

7.3. Signs. No sign of any kind shall be erected by an Owner or Occupant on a Lot without the prior written consent of the Board. Notwithstanding the foregoing, the Board and the Declarant shall have the right to erect reasonable and appropriate signs. "For Sale" and "For Rent" signs less than six (6) square feet, security signs, and any signs required by legal proceedings may be erected upon any Lot. The provisions of this Section shall not apply to any person holding a Mortgage who becomes the Owner of any Lot as purchaser at a judicial or foreclosure sale conducted with respect to a first Mortgage or as transferee pursuant to any proceeding in lieu thereof.

7.4. Parking. Vehicles shall not park on the Primary Road. Any vehicle parking in these areas shall be considered a nuisance and may be removed. All parking shall be subject to such rules and regulations as the Board may adopt.

7.5. Occupants Bound. All provisions of the Declaration which govern the conduct of Owners and which provide for sanctions against Owners shall also apply to all Occupants even though Occupants are not specifically mentioned. Fines may be levied against Owners or Occupants. If a fine is first levied against an Occupant and is not paid timely, the fine may then be levied against the Owner.

7.6. Animals and Pets. Animals, livestock, or poultry of any kind may be raised, bred, or kept, to the same extent allowed under applicable zoning regulations.

7.7. Nuisance. It shall be the responsibility of each Owner and Occupant to prevent the development of any unclean, unhealthy, unsightly, or unkempt condition on his or her Lot. No Lot shall be used, in whole or in part, for the storage of any property or thing that will cause such Lot to appear to be in an unclean or untidy condition or that will be obnoxious to the eye; nor shall any substance, thing, or material be kept that will emit foul or obnoxious odors or that would cause any noise or other condition that will or might disturb the peace, quiet, safety, comfort, or serenity of the Owners or Occupants of surrounding Lot. No party shall allow noise levels to interfere with the peace and quiet enjoyment of the Owners, including, but not limited to, motor bikes, stereo equipment, live music, barking dogs and other animal noise, timber harvesting, land clearing and construction noise of a temporary nature are exempt and shall take place during daylight hours only. No noxious or offensive activity shall be carried on, nor shall anything to done tending to cause embarrassment, discomfort,

annoyance, or nuisance to any Person using any Lot. There shall not be maintained any plants or animals or device or thing of any sort whose activities or existence in any way is noxious, dangerous, unsightly, unpleasant, or of a nature as may diminish or destroy the enjoyment of the surrounding Owners. Without limiting the generality of the foregoing, no speaker, horn, whistle, siren, bell, amplifier or other sound device, except such devices as may be used exclusively for security purposes, shall be located, installed or maintained upon any Lot unless required by law.

7.8. Unsightly or Unkempt Conditions. The pursuit of hobbies or other activities, including specifically, without limiting the generality of the foregoing, the assembly and disassembly of motor vehicles and other mechanical devices, storage of any material or other activity which might tend to cause disorderly, unsightly, or unkempt conditions, shall not be pursued or undertaken in any part of the Property except within a permanent structure erected on a Lot in compliance with applicable standards and codes.

7.9 Antennas and Satellite Dish. Exterior antennas or satellite dish eighteen (18) inches or smaller in diameter may be placed, allowed, or maintained upon any Lot without the prior written consent of the Board. Exterior antennas or satellite dishes larger than eighteen (18) inches may be placed on a Lot With Written consent of the Board provided however, if the antenna or satellite dish is fully screened from view from the Primary Road, and adjacent Lots by landscaping no consent of the Board shall be required.

7.10 Drainage. Catch basins, culverts and drainage areas are for the purpose of natural flow of water only. No obstructions or debris shall, be placed in these areas: No Owner or Occupant may obstruct or rechannel the drainage flows after location and installation of drainage swales, storm sewers, or storm drains. No Owner or Occupant shall use the catch basins, culverts or drainage areas for any purpose inconsistent with any agreement made by the Declarant with any federal, state, or local laws and regulations protecting the environment. Declarant hereby reserves the benefit of Declarant and the Association and their respective successors. and assigns a perpetual easement across all Property for the purpose of altering drainage and water flow. Rights exercised pursuant to such reserved easement shall be exercised with a minimum of interference to the quiet enjoyment of affected property, reasonable steps shall be taken to protect such property, and damage shall be repaired by the Person causing the damage at its sole expense.

7.11 Sight Distance at Intersections. All property located at road intersections and driveways shall be landscaped so as to permit safe sight lines along the Primary Road. No fence, wall, hedge, or shrub planting shall be placed or permitted to remain where it would create a traffic or sight problem. Acceptable site distance shall be considered to be an obstruction free view corridor starting at a point one (1) average car length from the existing road edge and traversing along either side of the same road edge a distance of 200' in either direction along the road. All vegetative material or other potential barrier shall be maintained so as not to obstruct the view of traffic along the road.

7.12 Garbage Cans ,Wood Piles, etc. All garbage cans, woodpiles, swimming pool pumps, filters and related equipment, air conditioning compressors and other similar items shall be located or screened so as to be concealed from view of neighboring streets and property. All rubbish, trash, and garbage shall be regularly removed and shall not be allowed to accumulate. Declarant, however, hereby expressly reserves the right to dump and bury rocks and trees on its property within the Property as needed for efficient construction and to allow developers and builders to bury rocks and trees removed from a building site on such building site.

7.13 Subdivision of Lot. Any subdivisions, boundary line change, or platting shall not be in violation of the applicable subdivision and zoning regulations.

7.14 Firearms. No hunting shall be allowed on any Lot located within the Tule Lake & Primary Road Property. Any other use of firearms must comply with local zoning regulations and any law regarding the use of firearms.

7.15 Fences. No fence or fencing type barrier of any kind shall be placed, erected, allowed, or maintained upon any portion of the Primary Road.

7.16 Utility Lines. Except as may be permitted by the Board, no overhead utility lines, including lines for cable television, shall be permitted within the Property, except for temporary lines as required during construction and lines installed by or at the request of Declarant.

7.17 Lighting. Except as may be permitted by the Board, exterior lighting visible from the street shall not be permitted except for (a) decorative post light less than four feet in height; (b) street lights in conformity with an established street lighting program; (c) seasonal decorative lights; or (d) front house illumination.

7.18 Timber Management. All harvesting of timber shall only be conducted with approved harvesting permits issued by Pierce County or Washington State Department of Natural Resources.

- A. All limbs and slash, within one hundred feet (100') of adjoining property lines, shall be removed and fire danger abated within ninety (90) days of harvesting.

- B. Any or all damage done to the Primary Road, as a result of timber harvesting, shall be the sole obligation of the Owner doing said harvesting and shall be repaired to a condition no less than that prior to the harvesting operation. Said repair shall be completed no less than fifteen (15) days after the end of harvesting activities. A security deposit shall be required prior to commencing. Refer to paragraph 6.6 (Extraordinary Use & Cost.)
- C. All Owners shall be responsible for periodic inspection of their forestland to prevent and control insect infestation, root rot, or other forest diseases. Any parcel that shall become infested shall be treated immediately at the expense of the Owner.
- D. All logging landings shall be set back a minimum of one hundred (100) feet from the Primary Road. Any damage to Primary Road, ditches or shoulders of the Primary Road, or to the flow of draining water along the Primary Road caused by landings placed in violation of such setback requirement shall be repaired at the expense of the Lot owner responsible for the placement of such landings. If the Lot owner fails to repair the damage within fourteen (14) days of notice by the Association of the need for repair, the Association may cause the repairs to be made and charge such Lot owner for the costs of repair. If unpaid, the cost shall become a lien on such owner's Lot, which may be foreclosed by the Association as provided in paragraph 5.5.

7.19 Setbacks. Lots 1 & 7 shall have a minimum setback of two hundred feet (200) from the edge of the Primary Road Easement, no structure of any kind shall be allowed within this setback as referenced on that Certain Record of Survey A.F. #200005255001. This setback shall run from the beginning of Line 1 to the end of Curve 5, approximately 2,400'. No Structure shall be located closer than one hundred feet (100) from the edge of any other road easement, unless individual lot owners can show undue hardship to the satisfaction of the Board of Directors. No Structure shall be located on any Lot closer than twenty-five feet (25') from any adjacent property line not fronting a roadway.

7.20 Temporary Structures. Temporary structures shall be considered to be any structure not permanently attached to the ground and shall include, but not be limited to, campers, manufactured homes, mobile homes, and tents. No temporary structures shall be allowed on any portion of a lot for any period exceeding four (4) weeks in duration. Such structures may be used as a temporary residence during the construction of a single family residence provided that an appropriate building permit has been secured and is posted on the lot in a conspicuous manner proximate to the point of entry onto the building site. All other restrictions pertaining to the construction period as outlined in Paragraph 7.21 shall apply.

7.21 Construction Time. Any dwelling or structure erected or placed on any Lot shall be completed as to external appearance, including finish painting and landscaping, within twelve (12) months from date of issuance of applicable building permit by the appropriate authority. An extension to the twelve (12) month period may be requested provided the request is made in writing and presented to the Declarant or the Board. The Declarant or the Board shall review all requests and grant extensions pursuant to a written plan submitted by the lot owner and consider reasonable construction scheduling and weather conditions. In no event shall the one time extension be granted for more than an additional twelve (12) months beyond the initial twelve (12) month construction period. All Lots shall be maintained in a neat and orderly condition during construction.

7.22 Road Connections.

- A. All roads and driveway connections to the Primary Road shall be made in such a way that they do not unreasonably interfere with the use of the Primary Road by other Lot owners, do not interfere with the utilities installed along or under the Primary Road, and do not cross any other Lots.
- B. All roads and driveways shall be so constructed as to prevent the flow of surface water onto the Primary Road. Crossings over drainage ditches must be constructed with culverts of adequate size to assure the free and unobstructed passage of the waters therein. Such culverts shall be at least eighteen (18) inches in diameter and shall be installed at a depth sufficient to permit an unobstructed water flow in the ditch. The Association, or Lot owner(s) or other person in control or possession of such road or driveway shall keep the culvert under it unobstructed and in good operating condition.
- C. Any damage to the Primary Road, the utilities, the ditches or shoulders of the Primary Road, or to the flow of draining water along the Primary Road caused by a road or a driveway connection shall be repaired: (i) in the case of a road managed by an association, at the expense of such association or (ii) in other cases, at the expense of the Lot owners. If such association or owners fail to repair the damage within fourteen (14) days of notice by the Association of the need for repair, the Association may cause the repairs to be made and charge such association or Lot owner, as applicable, for the costs of repair. If unpaid, the Association shall have the right to proceed to collect the cost, including without limitation filing a lien on such association or Lot owner(s), which may be foreclosed by the Association as provided in paragraph 6.5.

7.23 Remedial Action. Each owner of a Lot shall maintain the Lot in accordance with the restrictions of this Article 7. If an Owner violates the restrictions and, after written notice from the Association, fails to remedy the violation, the Association may enter upon the Lot and remedy the situation. All costs associated therewith shall be paid by Owner. If unpaid, the obligation shall become a lien on such Owner's Lot which may be foreclosed by the Association in like manner as other liens against real property.

Article 8 **ASSOCIATION**

8.1 Association. The Tule Lake & Primary Road Association (the "Association") is hereby established and empowered to:

- A. Adopt and amend budgets for revenues, expenditure, reserves, and impose and collect assessments for the maintenance of the Primary Road;
- B. Hire and discharge or contract with managing agents and other employees, agents, and independent contractors;
- C. Obtain or cause to be obtained insurance for all insurable improvements, which the Association is obligated to obtain;
- D. Make other contracts and agreements, including, but not limited to, this Declaration;
- E. Enforce these CC&Rs and institute litigation or administrative proceedings in its own name on behalf of itself or two or more Owners on matters affecting the Association;
- F. Grant easements, licenses, and concessions on, through, over or under the Primary Road;
- G. Impose and collect any payments, fees, or charges for the use and operations of the Primary Road, lake and community property;
- H. Impose and collect charges for late payments of dues of assessments and levy reasonable fines.
- I. Prescribe road, utility and drainage system improvements and maintenance of the Primary Road, lake & community property.

- J. Modify the location of the Primary Road with the consent of the affected Lot owner or owners.
- K. Modify the Tule Lake Management Plan.

8.2 Governance. The Association shall be governed by a Board of Directors in accordance with the Articles of Incorporation, the Bylaws and this Declaration. During the Development Period described in Article X, the Board shall consist of three (3) members, who shall be selected by and serve at the sole discretion of the Declarant. At the conclusion of the Development Period, Directors shall be elected by the members.

8.3 Membership. Every Person or corporation who is the record owner of a fee or undivided fee interest in any Lot that is subject to this Declaration, shall be deemed to have a membership in the Association. The foregoing is not intended to include Persons who hold an interest merely as security for the performance of an obligation, and the giving of a security interest shall not terminate the Owner's membership. Membership shall be appurtenant to and may not be separated from ownership of any Lot.

8.4 Standard of Care. The Board shall exercise the degree of care and loyalty required of a director of a corporation organized under RCW 24.03, the Washington Nonprofit Corporation Act.

8.5 Restrictions. The Board shall not act on behalf of the Association to take any action that requires the vote or approval of the Owners, to terminate the Association, to elect members of the Board, or to determine the qualification, powers, and duties, or terms of office of members of the Board, but the Board may fill vacancies in its membership of the unexpired portion of any term.

8.6 Removal. A majority of the vote, in person or by proxy, at a meeting at which a quorum is present, may remove any member of the Board with or without cause.

8.7 Special Meeting. A Special meeting of the Association may be called by the President, a majority of the Board, or by Owners having ten percent (10%) of the total Association vote.

8.8 Notice. Not less than fourteen nor more than sixty (60) days in advance of any meeting, the Board shall cause notice to be hand-delivered or sent prepaid by first class United States mail to the mailing address designated in writing by the Owner. The notice of any meeting shall state the time and place of the meeting and the business to be placed on the agenda by the Board for a vote by the Owners.

8.9 Board of Directors Meeting. All meetings of the Board shall be open for observation by all Owners. The Board shall keep minutes of all actions taken by the Board, which shall be available to all Owners.

8.10 Quorum for Meeting. A quorum is present throughout any meeting of the Association if thirty-four percent (34%) of the total Association vote are present in person or by proxy at the beginning of the meeting.

8.11 Financial and Other Records.

- A. Property of the Association. The Association shall keep financial and other records sufficiently detailed to enable the Association to fully declare to each owner the true statement of its financial status. All financial and other records of the Association, including, but not limited to, checks, bank records, and invoices, in whatever form they are kept, are the property of the Association. Each managing agent of the Association shall turn over all original books and records to the Association immediately upon termination of the management relationship with the Association, or upon such other demand as is made by the Board.
- B. Examination. All records of the Association, including the names and addresses of owners and other occupants of the Lots shall be available for examination by all owners, Mortgagee, and their respective authorized agents on reasonable advance notice during normal working hours at the offices of the Association or its managing agent. The Association shall not release the unlisted telephone number of any Owner. The Association may impose and collect a reasonable charge for copies and reasonable costs incurred by the Association in providing access to records.
- C. Annual Financial Statement. Annually, the Association shall prepare, or cause to be prepared, a financial statement of the Association. The financial statement shall be audited annually by an independent certified public accountant, but the audit may be waived if sixty-seven (67%) percent of the votes cast by Owners, in person or by proxy, at a meeting of the Association at which a quorum is present, vote each year to waive

8.12 Voting Rights.

- A. One Vote Per Member. Each Lot owner shall have one (1) vote for each Lot owned, whether improved or not. When more than one person is an owner of any Lot, all such owners shall be a member. The vote for each Lot shall be exercised as the owners among themselves determine, but in no event shall more than one vote be cast with respect to any Lot. In the event that the owners of any Lot disagree among themselves as to how the one vote for the Lot shall be exercised with respect to a pending matter, any one of such Lot owners may deliver written notice of such dispute to the Board of Directors of the Association, and the vote for that Lot shall then be disregarded completely with respect to the matter or matters before the Association at that meeting. The right to vote may not be severed or separated from any, and any sale, transfer or conveyance of said property interest to a new Lot owner or owners shall operate to transfer the appurtenant vote without the requirement of any expressed reference thereto.
- B. Suspension of Voting Right. In the event any Lot owner shall be in arrears in the payment of assessments due or shall be in default of the performance of any of the terms of this Declaration for a period of thirty (30) days or more, said Lot owner's right to vote shall be suspended and shall remain suspended until all payments are brought current and all defaults remedied.

8.13 Procedure. A Board of Directors of three (3) members of the Association shall be elected from among the Lot owners.

8.14 Annual Meeting. An annual meeting of the Board of Directors for the Association shall be held in November each year for the purpose of determining the Annual Assessment, electing officers and transacting other business.

Article 9

GENERAL PROVISIONS

9.1 Duration. The easements and covenants created in this Declaration shall run with and bind the Property, and shall inure to the benefit of and shall be enforceable by the Association or any Owner, their respective legal representatives, heirs, successors, and assigns, perpetually to the extent provided by law; provided, however, so long as and to the extent that Washington law limits the period

during which covenants restricting land to certain uses may run, any provisions of this Declaration affected thereby shall run with and bind the land so long as permitted by such law, after which time, any such provision shall be (a) automatically extended (to the extent allowed by applicable law) for successive periods of ten (10) years, unless a written instrument reflecting disapproval signed by the then Owners of at least two-thirds (2/3) of the Lots and declarant (so long as Declarant owns any Lot) for development has been recorded within the year immediately preceding the beginning of a ten (10) year renewal period agreeing to change such provisions, in whole or in part, or to terminate the same, in which case this Declaration shall be modified or terminated to the extent specified therein; or (b) extended as otherwise provided by law. Every purchaser or grantee of any interest (including, without limitation, a security interest) in any Lot, by acceptance of a deed or other conveyance therefor, thereby agrees that such provisions of this Declaration may be extended and renewed as provided in this Section.

9.2 Gender and Grammar. The singular, wherever used herein, shall be construed to mean the plural, when applicable, and the use of the masculine pronoun shall include the neuter and feminine.

9.3 Severability. Whenever possible, each provision of this Declaration shall be interpreted in such manner as to be effective and valid, but if the application of any provision of this Declaration to any Person or to any Property shall be prohibited or held invalid, such prohibition or invalidity shall not affect any other provision or the application of any provision which can be given effect without the invalid provision or application, and, to this end, the provisions of this Declaration are declared to be severable.

9.4 Captions. The captions of each Article and Paragraph hereof, as to the contents of each Article and Paragraph, are inserted only for convenience and are in no way to be construed as defining, limiting, extending, or otherwise modifying or adding to the particular Article or Paragraph to which they refer.

9.5 Perpetuities. If any of the covenants, conditions, restrictions, or other provisions of this Declaration shall be unlawful, void, or voidable for violation of the rule against perpetuities, then such provisions shall continue only until twenty-one (21) years after the death of the last survivor of the now living descendants of Elizabeth II, Queen of England.

9.6 Indemnification. To the fullest extent allowed by applicable Washington law, the Association shall indemnify every officer and director against any and all expenses, including, without limitation, attorney's fees, imposed upon or reasonably incurred by any officer or director in connection with any action, suit, or other proceeding (including settlement of any suit or proceeding, if approved by the then Board) to which such officer or director may be a party by reason of being or having been an officer or director. The officers and directors shall not be liable for any mistake of judgment, negligent or otherwise except for their own individual willful misfeasance, malfeasance, misconduct, or bad faith. The officers and directors shall have no personal liability with respect to any contract or other commitment made by them, in good faith, on behalf of the Association (except to the extent that such officers or

directors may also be members of the Association), and the Association shall indemnify and forever hold each such officer and director free and harmless against any and all liability to others on account of any such contract or commitment. Any right to indemnification provided for herein shall not be exclusive of any other rights to which any officer or director, or former officer or director, may be entitled. The Association shall maintain adequate general liability and officers' and directors' liability insurance to fund this obligation, if such coverage is reasonably available.

9.7 Agreements. Subject to the prior approval of Declarant (so long as Declarant owns any property for development and/or sale in the Property) all agreements and determinations, including settlement agreements regarding litigation involving the Association, lawfully authorized by the Board shall be binding upon all Owners, their heirs, legal representatives, successors, assigns, and others having an interest in the Property or the privilege of possession and enjoyment of any part of the Property.

9.8 Implied Rights. The Association may exercise any right or privilege given to it expressly by this Declaration, and every other right or privilege reasonably to be implied from the existence of any right or privilege given to it therein or reasonably necessary to effectuate any such right or privilege.

9.9 Litigation. No judicial or administrative proceeding shall be commenced or prosecuted by the Association unless approved by at least seventy-five (75%) percent of the total Association vote. This Section shall not apply, however, to (a) actions brought by the Association to enforce the provisions of this Declaration (including, without limitation, the foreclosure of liens), (b) the imposition and collection of assessments as provided in Article V hereof, (c) proceedings involving challenges to ad valorem taxation, or (d) counterclaims brought by the Association in proceedings instituted against it. This Section shall not be amended unless such amendment is made by the Declarant pursuant to Article 10, Paragraph 10.2, hereof or is approved by the percentage votes, and pursuant to the same procedures, necessary to institute proceedings as provided above.

9.10 Enforcement. If the Board of Directors of the Association, or their successors or assigns shall violate or attempt to violate any of the easements, covenants or restrictions herein, it shall be lawful for any other person or persons owning a Lot to prosecute any proceedings at law or in equity against the Association to prevent it from so doing or to recover damages and costs for such violation, including, without limitation, reasonable attorneys' fees. Failures of any entity or person to take action to restrain the violation of any of these easements, covenants or restrictions shall not be construed as a waiver of any enforcement rights and shall not prevent the enforcement of such covenant or restriction in the future.

9.11 Invalidation. Invalidation of any provision of this Declaration or any part thereof by judgment or court order shall in no way affect any of the other provisions, which shall remain in full force and effect.

9.12 Compliance with Law. These easements, covenants and restrictions are for purposes of this Declaration only and do not purport to constitute full compliance with any applicable law, ordinance, regulation or other government standard. Compliance with applicable government standards remains the responsibility of the Association.

Article 10

DEVELOPMENT PERIOD

10.1 Development Period. Until such time as all but four (4) Lots within the Property have been sold (the "Development Period"), or unless Declarant elects otherwise, Declarant shall have exclusive authority to manage and operate the Primary Road and maintain the lake and community property, including, but not limited to, assessing the Lot owners for their share of the maintenance costs and all other rights, duties, functions, and authority granted to the Association hereunder. This requirement is made in order to ensure that the Primary Road, lake and community property will be adequately administered in the initial stages of development, and to ensure an orderly transition to Association operation. Acceptance of an interest in a Lot evidences acceptance of this management and operational authority in Declarant. During the Development Period each Lot owner, with the exception of Declarant, shall be required to pay assessments in accordance with this Declaration; however, Declarant shall be responsible for all maintenance and shall ensure that the cost of maintenance is paid in full if the monies assessed against individual Lot owners prove to be insufficient.

10.2 Amendment by Declarant. This Declaration may be amended during the Development Period by the sole signature of the Declarant. After the Development Period, this Declaration may be amended by an instrument signed by not less than a majority of the members of the Association. Any amendment must be recorded. In no event shall any amendment require more onerous restrictions, unless the same be approved by the majority of the members of the Association.

10.3 Notice of Termination of Development Period. Not less than ten (10) nor more than thirty (30) days prior to the recording of the Notice of Termination of Development Period, the Developer shall give written notice to each Lot owner of the termination of the Development Period and of the date, place and time at which the first meeting of the Association will be held. The notice shall specify that the purpose of the Association meeting is to elect the Board of the Association. Notwithstanding any other provision of the Bylaws of the Association to the contrary, for purposes of this meeting the presence either in person, or by proxy of the Owners of by a majority vote of said quorum. If a quorum shall not be present, the Development Period shall nevertheless terminate, and it shall thereafter be the responsibility of the Lot owners to provide for the operation of the Association.

**Weyerhaeuser Real Estate Company,
a Washington corporation**

Attest:

By: _____
Peter S. Constable, Assistant Vice President

By: _____
Darlene D. Krahnert, Assistant Secretary

Date: _____

Date: _____

STATE OF WASHINGTON)
)ss.
County of King)

On this ____ day of _____, 2000 before me, the undersigned a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Peter S. Constable and Darlene D. Krahnert, to me known to be an Assistant Vice President and an Assistant Secretary, respectively, of Weyerhaeuser Real Estate Company, the corporation that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that he is authorized to execute the said instrument and that the seal affixed is the corporate seal of said corporation.

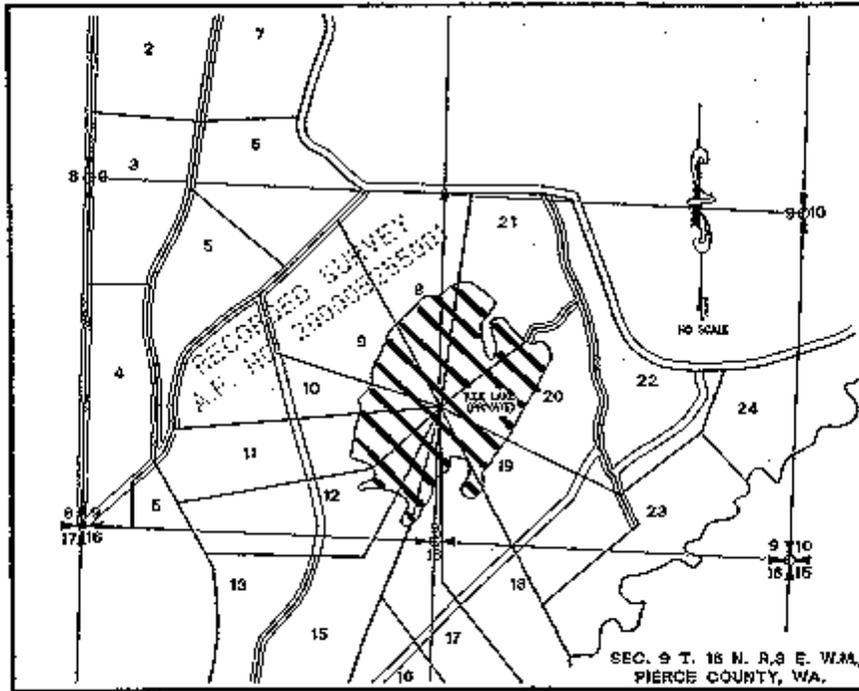
Witness my hand and official seal hereto affixed the day and year first above written.

Notary Public in and for the State of Washington
Residing at _____
My appointment expires: _____

EXHIBIT B-1
Tule Lake Legal Description

THAT PORTION OF THE SOUTH HALF OF SECTION 9, TOWNSHIP 16 NORTH,
RANGE 3 EAST, WILLAMETTE MERIDIAN IN PIERCE COUNTY,
WASHINGTON, LYING BELOW THE ORDINARY HIGH WATER MARK AS
DEFINED BY LAW UNDER REVISED CODE OF WASHINGTON CHAPTER 90.58,
SHORELINE MANAGEMENT ACT OF 1971, PARAGRAPH 90.58.030(2)(b) AND
AS ILLUSTRATED IN RECORD OF SURVEY UNDER PIERCE COUNTY
RECORDING NO. 200005255001 DATED MAY 5,2000 AS A PORTION OF 20
ACRES EXEMPT PARCELS 8,9,10,11,12,15,17,18,19,20 & 21.

EXHIBIT B-2
Tule Lake Map



Notes:

1. The purpose of this drawing is to show the general location of the easement as a schematic representation.
2. For accurate lot line and road location information refer to the record of survey recorded under Pierce County, Washington recording #200005255001 or legal description as written.

Tule Lake & Primary Road Association
Tule Lake Maps

EXHIBIT C-1
Tule Lake Community Property
Common Recreation Area Legal Description

THAT PORTION OF LOT 21 LYING SOUTHERLY AND WESTERLY OF THE FOLLOWING DESCRIBED LINE:

COMMENCING AT THE PROPERTY CORNER COMMON TO LOTS 20, 21 AND 22, LARGE LOT SEGREGATION IN THE SOUTHEAST QUARTER OF SECTION 9, TOWNSHIP 16 NORTH, RANGE 3 EAST, W.M., AS RECORDED IN RECORD OF SURVEY, RECORDING NO. 200005255001, RECORDS OF PIERCE COUNTY, WASHINGTON;

THENCE SOUTH 54°43'46" WEST ALONG THE PROPERTY LINE COMMON TO SAID LOTS 20 AND 21, 31.20 FEET TO THE BEGINNING OF THE FOLLOWING DESCRIBED LINE;

THENCE NORTH 19°20'50" WEST 67.44 FEET;

THENCE NORTH 24°20'57" WEST 27.50 FEET;

THENCE SOUTH 62°18'55" WEST 76.03 FEET;

THENCE NORTH 28°23'03" WEST 50.23 FEET;

THENCE SOUTH 54°43'46" WEST 15.28 FEET;

THENCE ALONG A TANGENT CURVE TO THE LEFT, CONCAVE TO THE SOUTHEAST, HAVING A CENTRAL ANGLE OF 28°17'39", A RADIUS OF 335.00 FEET, AN ARC DISTANCE OF 165.43 FEET;

THENCE SOUTH 79°11'57" WEST 52.34 FEET;

THENCE NORTH 75°43'25" WEST 199.98 FEET;

THENCE ALONG A CURVE TO THE LEFT, CONCAVE TO THE SOUTHEAST, WHOSE RADIUS POINT BEARS SOUTH 19°42'25" EAST 200.00 FEET, HAVING A CENTRAL ANGLE OF 52°27'38" FEET MORE OR LESS, A RADIUS OF 200.00 FEET, AN ARC DISTANCE OF 183.12 FEET MORE OR LESS TO THE SHORELINE OF TULE LAKE AND THE TERMINUS OF SAID LINE.

TOGETHER WITH THAT PORTION OF SAID LOT 20 LYING NORTHERLY AND WESTERLY OF THE FOLLOWING DESCRIBED LINE:

COMMENCING AT THE PROPERTY CORNER COMMON TO LOTS 20, 21 AND 22, LARGE LOT SEGREGATION IN THE SOUTHEAST QUARTER OF SECTION 9, TOWNSHIP 16 NORTH, RANGE 3 EAST, W.M., AS RECORDED IN RECORD OF SURVEY, RECORDING NO. 200005255001, RECORDS OF PIERCE COUNTY, WASHINGTON;

THENCE SOUTH 54°43'46" WEST ALONG THE PROPERTY LINE COMMON TO SAID LOTS 20 AND 21, 31.20 FEET TO THE BEGINNING OF THE FOLLOWING DESCRIBED LINE;

THENCE SOUTH 19°20'50" EAST 107.59 FEET;

THENCE ALONG A TANGENT CURVE TO THE RIGHT, HAVING A CENTRAL ANGLE OF 03°50'54", A RADIUS OF 511.55 FEET, AN ARC DISTANCE OF 34.36 FEET;

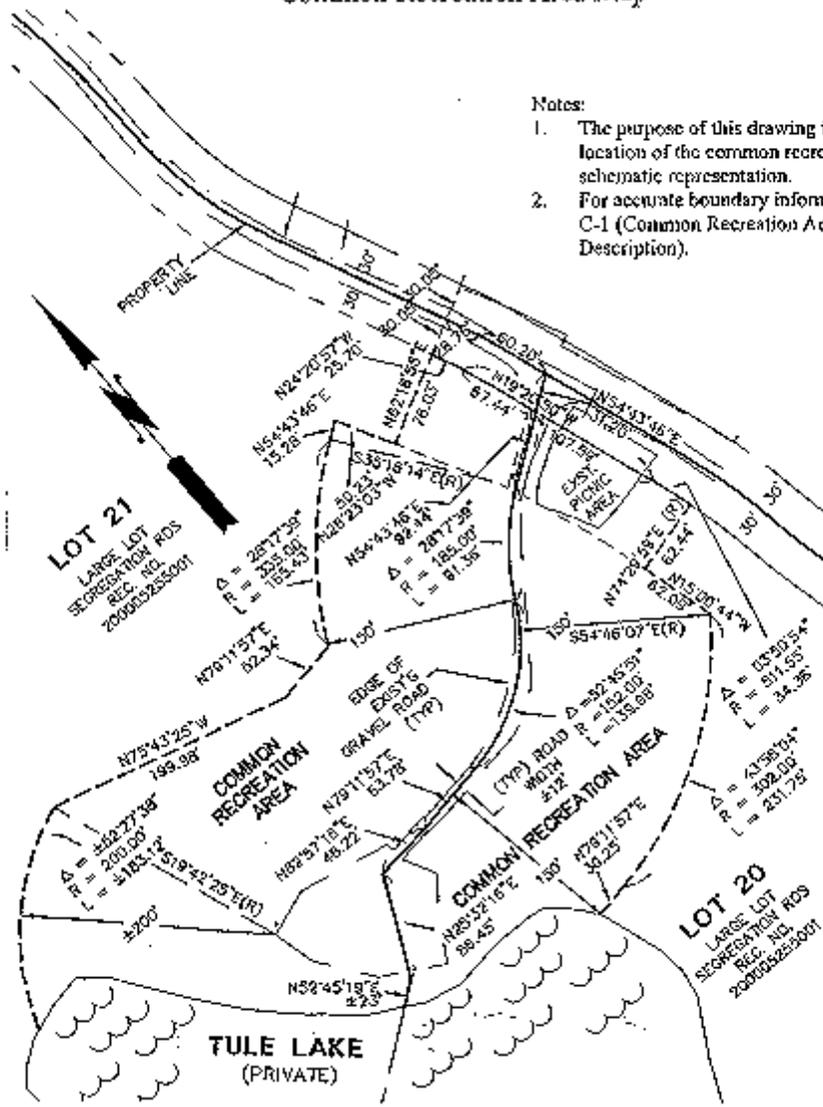
THENCE SOUTH 74°29'59" WEST 62.44 FEET;

THENCE SOUTH 15°00'44" EAST 62.09 FEET;

THENCE ALONG A CURVE TO THE RIGHT WHOSE RADIUS POINT BEARS NORTH 54°46'07" WEST 302.00 FEET, HAVING A CENTRAL ANGLE OF 43°58'04", A RADIUS OF 302.00 FEET, AN ARC DISTANCE OF 231.75 FEET;

THENCE SOUTH 79°11'57" 30.25 FEET MORE OR LESS TO THE SHORELINE OF TULE LAKE AND THE TERMINUS OF SAID LINE.

EXHIBIT C-2
Tule Lake Community Property
Common Recreation Area Map



- Notes:
1. The purpose of this drawing is to show the general location of the common recreation area as a schematic representation.
 2. For accurate boundary information refer to Exhibit C-1 (Common Recreation Area Legal Description).

Tule Lake & Primary Road Association
 Tule Lake Community Property
 Common Recreation Area Map

EXHIBIT D-1
Tule Lake Community Property
Parking Area Legal Description

COMMENCING AT THE PROPERTY CORNER COMMON TO LOTS 20, 21 AND 22, LARGE LOT SEGREGATION IN THE SOUTHEAST QUARTER OF SECTION 9, TOWNSHIP 16 NORTH, RANGE 3 EAST, W.M., AS RECORDED IN RECORD OF SURVEY, RECORDING NO. 200005255001, RECORDS OF PIERCE COUNTY, WASHINGTON;

THENCE NORTH 19°20'50" WEST, ALONG THE PROPERTY LINE COMMON TO SAID LOTS 21 AND 22, 60.20 FEET;

THENCE NORTH 24°20'57" WEST, ALONG THE PROPERTY LINE COMMON TO SAID LOTS 21 AND 22, 28.76 FEET;

THENCE NORTH 62°18'55" EAST 30.05 FEET TO THE TRUE POINT OF BEGINNING OF THIS DESCRIPTION;

THENCE CONTINUING NORTH 62°18'55" EAST 30.05 FEET;

THENCE SOUTH 24°20'57" EAST 34.88 FEET;

THENCE SOUTH 19°20'50" EAST 178.98 FEET;

THENCE ALONG A TANGENT CURVE TO THE RIGHT, HAVING A CENTRAL ANGLE OF 03°50'50", A RADIUS OF 601.55 FEET, AN ARC DISTANCE OF 40.39 FEET;

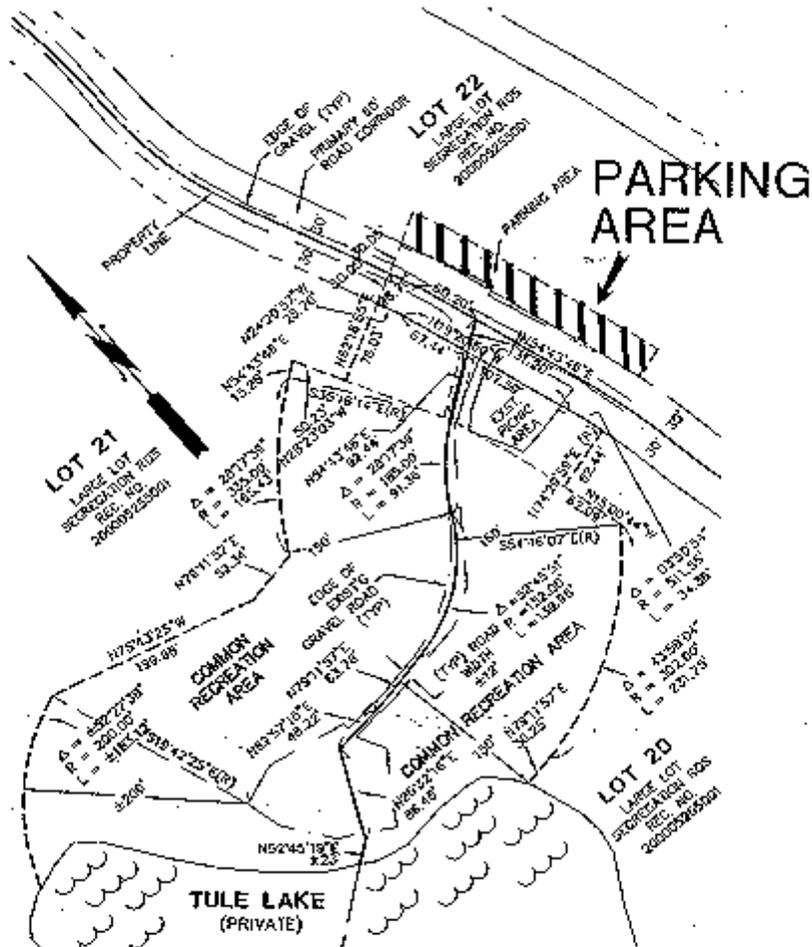
THENCE SOUTH 74°29'59" WEST 30.00 FEET;

THENCE ALONG A CURVE TO THE LEFT, CONCAVE TO THE SOUTHWEST, WHOSE RADIUS POINT BEARS SOUTH 74°29'59" WEST 571.55 FEET, HAVING A CENTRAL ANGLE OF 03°50'50", A RADIUS OF 571.55 FEET, AN ARC DISTANCE OF 38.38 FEET;

THENCE NORTH 19°20'50" WEST 177.67 FEET;

THENCE NORTH 24°20'57" WEST 31.82 FEET TO THE TRUE POINT OF BEGINNING.

EXHIBIT D-2
Tule Lake Community Property
Parking Area Map

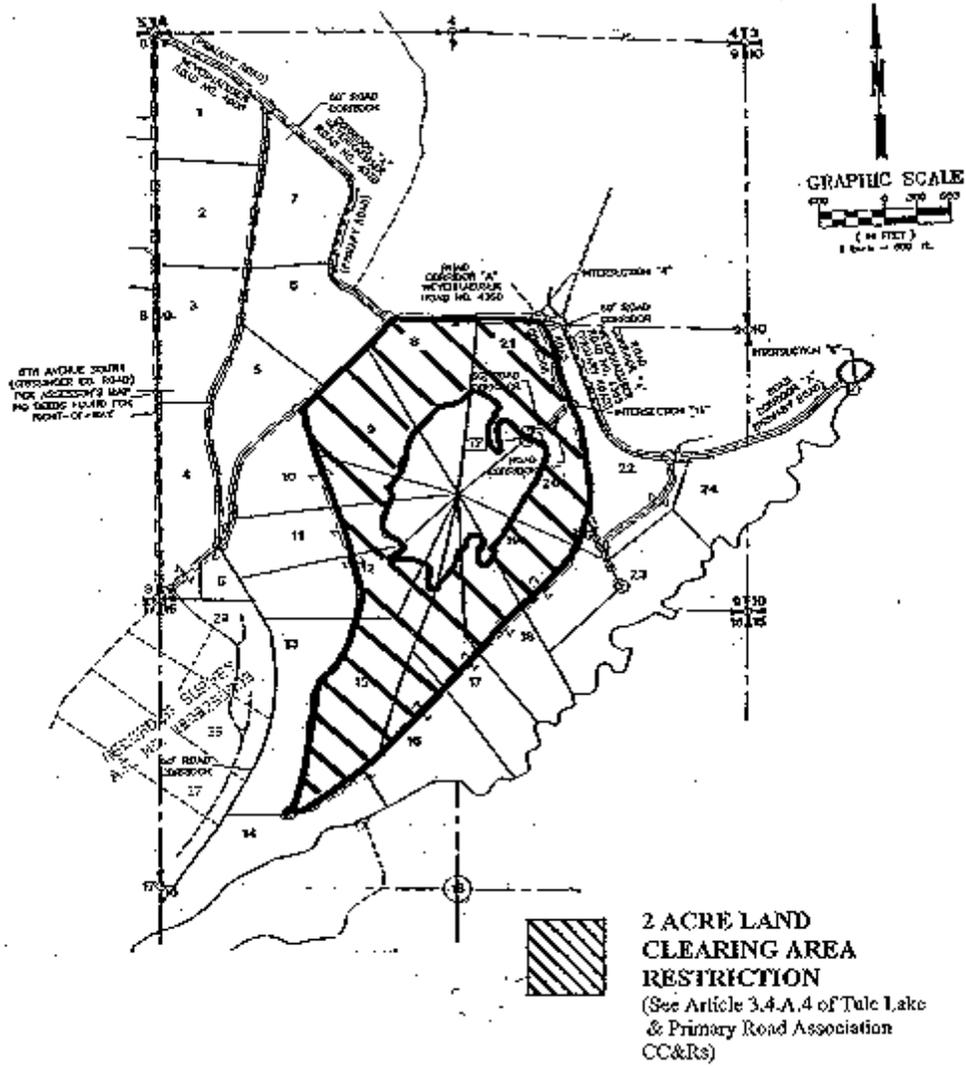


Notes:

1. The purpose of this drawing is to show the general location of the common recreation area as a schematic representation.
2. For accurate boundary information refer to Exhibit D-1 (Common Recreation Area Legal Description).

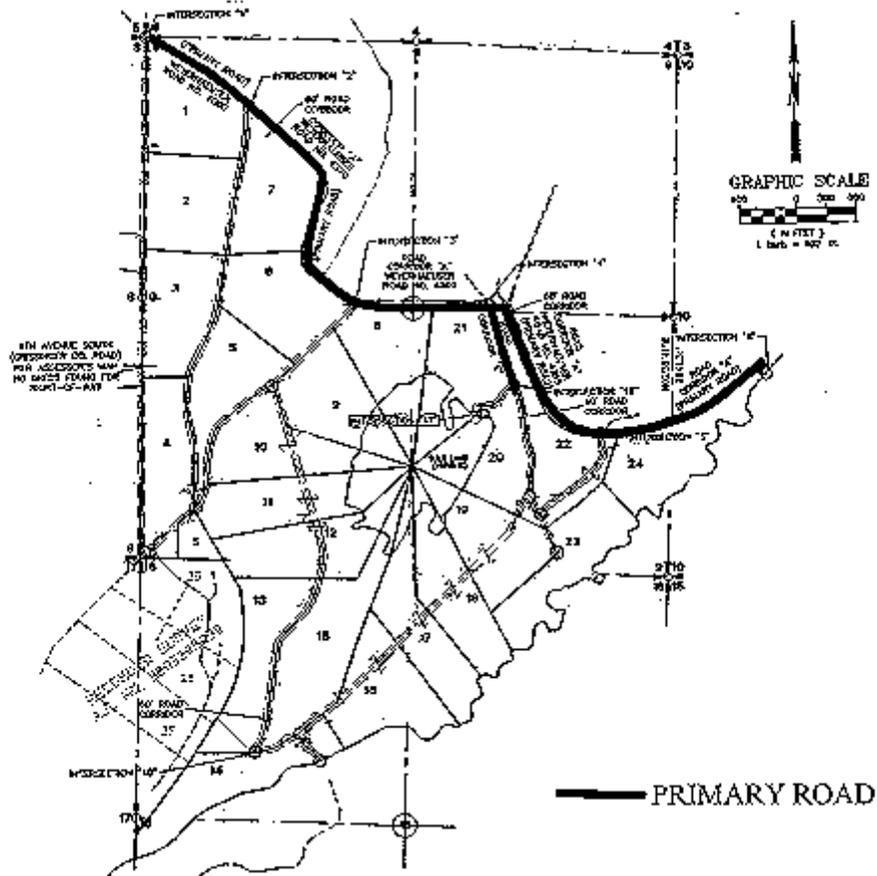
Tule Lake & Primary Road Association
 Tule Lake Community Property
 Parking Area Map

EXHIBIT E-1



Tule Lake & Primary Road Association
Land Clearing

EXHIBIT F-1
Primary Road Map



Notes:

1. The purpose of this drawing is to show the general location of the easement as a schematic representation.
2. For accurate road location information refer to Exhibit G-1, Primary Road Legal Description.

Tule Lake & Primary Road Association
Primary Road Map

EXHIBIT G-1
Primary Road Legal Description

THAT PORTION OF WEYERHAEUSER ROAD NOS. 4370,4360 AND 4365 BEING A 60 FOOT WIDE CORRIDOR FOR INGRESS, EGRESS AND UTILITIES LYING NORTHERLY OF AND ADJOINING PARCELS 1, 7,6,8,21,22 AND 24 AS SHOWN ON THE W.R.E.CO. LARGE LOT PARCEL MAP, SECTION 9, 10 & 16, TOWNSHIP 16 NORTH, RANGE 3 EAST, WILLAMETTE MERIDIAN IN PIERCE COUNTY, WASHINGTON, TULE LAKE AMENDED SURVEY RECORD UNDER RECORDING NO. 200005255001, RECORDS OF PIERCE COUNTY, WASHINGTON;

TOGETHER WITH THAT PORTION OF ROAD CORRIDOR "E" BEING THE EAST 30 FEET OF PARCELS 20 & 21 AND THE WEST 30 FEET OF PARCEL 22, LYING BETWEEN INTERSECTION "4" AND 30 FEET SOUTHEASTERLY OF INTERSECTION "16" OF SAID SURVEY.