

**AMENDED DECLARATION OF
PROTECTIVE COVENANTS, RESTRICTIONS AND CONDITIONS
OF LIBERTY WOODLANDS SUBDIVISION PUD**

THIS DECLARATION, made on this 14TH day of August, 1987, by the undersigned, (herein called "Declarants") being all the persons (legal owners, contract vendors and contract vendees) having any right, title, lien, interest or estate, in and to the following described real estate situated in the County of Okanogan, State of Washington, to-wit:

That part of the South-half ($S\frac{1}{2}$) of the Southeast Quarter ($SE\frac{1}{4}$) of Section 5, and part of the Southwest Quarter of the Southwest Quarter ($SW\frac{1}{4}$ - $SW\frac{1}{4}$) of Section 4, both in Township 35 North, Range 20 East, W.M., Okanogan County, Washington, further described as follows:

Beginning at the Southeast corner of said Section 5, and the true point of beginning, thence N.W. $44^{\circ}37'07''$ 545.36 feet, thence along a curve to the left having a delta angle of $90^{\circ}48'40''$, a radius of 45.00 feet, for a length of 71.32 feet, thence S.W. $44^{\circ}34'13''$ 530.41 feet, thence N.W. $89^{\circ}16'47''$ 1828.11 feet to the Southwest corner of said $S\frac{1}{2}$, marked by an aluminum U.S.F.S. Monument, thence along the Westerly boundary line of said $S\frac{1}{2}$, N.E. $00^{\circ}07'44''$ 1297.48 feet to the Northwest corner of said $S\frac{1}{2}$ marked with a B.C. Monument, thence along the Northerly boundary line S.E. $89^{\circ}52'00''$ 1326.83 feet, thence S.W. $00^{\circ}15'57''$ 478.42 feet, thence S.E. $46^{\circ}40'31''$ for a distance of 820.40 feet, thence N.E. $44^{\circ}35'20''$ 1040.08 feet, to the Southerly right of way line of P.S.H. No. 20, as it now exists, thence along said right of way line S.E. $61^{\circ}20'30''$ 401.19 feet, thence along a curve to the right having a delta angle of $16^{\circ}40'00''$, a radius of 1096.00 feet, for a length of 318.81, thence S.E. $44^{\circ}49'30''$ 22.01 feet, thence leaving said right of way line, S.W. $45^{\circ}00'00''$ 890.22 feet, to the true point of beginning containing 61.95 acres more or less.

RECITALS

WHEREAS, the above described property was platted by Liberty Bell Corporation, a Washington corporation, as "Liberty Woodlands Subdivision; and

WHEREAS, original Declaration of Restrictions and Protective

Covenants were filed with the County Auditor in and for the County of Okanogan, State of Washington, in Volume 34, Page 505 through 514; and

WHEREAS, additional declaration of restrictions and protective covenants were filed with the County Auditor in and for the County of Okanogan, State of Washington, and recorded in Vol. 36, Pages 3006 through 3017 as Document No. 680271; and

WHEREAS, the owners of all eighteen (18) lots of Liberty Woodlands Subdivision have applied for and have obtained permission to replat Liberty Woodlands Subdivision into Liberty Woodlands Subdivision Planned Unit Development (hereinafter referred to as Liberty Woodlands P.U.D.), and

WHEREAS, declarants are all the owners of building sites/lots within Liberty Woodlands Planned Unit Development, as set forth in Exhibit "A" and attached hereto and made a part hereof.

WHEREAS, the declarants want Liberty Bell Corporation, the owner of the majority of the building sites/lots of Liberty Woodlands P.U.D. to develop Liberty Woodlands P.U.D.; and

WHEREAS, the owners wish to amend the original Declaration, Restrictions and Protective Covenants of Liberty Woodlands Subdivision recorded in Volume 34, Pages 505-514 and additional Declaration of Restrictions and Protective Covenants recorded in Volume 36, Pages 3006-3017 recorded with the County Auditor in and for the County of Okanogan, State of Washington.

NOW, THEREFORE, Declarants hereby declare that all the properties of Liberty Woodlands Subdivision, since replatted to Liberty Woodlands Subdivision P.U.D. shall be held, sold, and conveyed subject to the following easements, restrictions, covenants and conditions, which are

for the purpose of protecting the value and desirability of, and which shall run with, real property and be binding on all parties having any right, title or interest in the described properties, or any part thereof, their heirs, successors, and assigns, and shall inure to the benefit of each owner thereof. Further, the Declaration of Restrictions and Protective Covenants recorded in Volume 34, Pages 505-514, and recorded in Volume 36, Pages 3006-3017 all with the County Auditor in and for the County of Okanogan, State of Washington, are hereby revoked and/or amended to read as follows:

ARTICLE I

DEFINITIONS

Section 1. "Association" shall mean and refer to LIBERTY WOODLANDS HOMEOWNER'S ASSOCIATION, its successors and assigns.

Section 2. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any building site/lot which is a part of the properties, including contract purchasers but excluding those having such interest merely as security for the performance of an obligation.

Section 3. "Properties" shall mean and refer to that certain real property hereinbefore described, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 4. "Common Area" shall mean all property (including the improvements thereto) owned by the Association for the common use and enjoyment of the owners. The Common Area to be owned by the Association at the time of the conveyance of the first building site/lot is as set forth in Exhibit "B" attached hereto and made a part hereo:

Section 5. "Lot" shall mean and refer to subdivisions shown upon the original plat of Liberty Woodlands Subdivision (lots 1 through 18, inclusive). "Building Site" shall mean and refer to the subdivisions within each lot as shown upon the recorded subdivision map of the properties of Liberty Woodlands P.U.D., except the "Common Area".

Section 6. "Declarant" shall mean and refer to all of the record owners of building sites/lots within the plat of Liberty Woodlands P.U.D. as set forth in Exhibit "A" attached hereto and made a part hereof.

Section 7. "Developer" shall mean and refer to Liberty Bell Corporation, a Washington corporation, who shall be in charge of, and develop the roads, utilities, sewer system, sewer disposal system which includes all sewage collection lines and treatment plant, drain fields, and wells, in accordance with these Declarations, Covenants and Restrictions. Further, the Developer shall also be responsible for the total implementation of Liberty Woodlands Subdivision P.U.D. as contemplated herein. The Homeowners Association may vote to replace the developer as general contractor for completion of Phase II and/or Phase III of the utilities such as, but not limited to, sewer disposal system, water pumping and delivery system. A two-thirds (2/3's) vote by the Homeowners Association shall be needed to replace the developer.

Section 8. "Sewer Disposal System" shall consist of main liquid sewage collection lines, recirculating sand filters housed in structures and a pressurized subsurface absorption system field all located on or under or across the common area, together with all

equipment, pumps, piping, motors, controls, etc., necessary to operate the system.

ARTICLE II

MEMBERSHIP AND VOTING RIGHTS

Section 1. Every owner of a "Building Site" which is subject to assessment shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any "Building Site" which is subject to assessment.

Section 2. The Association shall have one class of voting membership:

Section 3. Each separate "Building Site" within the Liberty Woodlands P.U.D. shall be entitled to one membership and one vote, as said separate "Building Sites" now exist within said plat or are hereafter lawfully created. Joint or co-owners of any one "Building Site" shall share in one membership and one vote for such jointly or co-owned "Building Site". No member shall be entitled to exercise any voting rights in the Association unless all assessments levied by the Association and which are due and payable have been paid.

ARTICLE III

PROPERTY RIGHTS

Section 1. Owners' Easements of Enjoyment. Every owner shall have a right and easement of enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title to every building site/lot, subject to the following provisions:

- 1.1 The right of the Association to charge reasonable admission and other fees for the use of any recreational facility situated upon the Common Area;
- 1.2 The right of the Association to suspend the voting rights and the right to use the recreational facilities by an owner

for any period during which any assessment against his building site/lot remains unpaid; and for a period not to exceed 90 days for any infraction of its published rules and regulations;

- 1.3 The right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members.

No such dedication or transfer shall be effective unless an instrument agreeing to the dedication or transfer signed by 2/3rds of the members has been recorded. PROVIDED, HOWEVER, that such affirmative action or approval of the members shall not be required to effect a dedication or transfer required by existing statute or ordinance of a governmental unit having jurisdiction. Section 2. Delegation of Use. Any owner may delegate, in accordance with the By-Laws, his right of enjoyment to the Common Area and facilities to the members of his family, his tenants in residence or contract purchasers residing on the property.

Section 3. The right of the Declarant and of the Association, in accordance with its Articles and By-laws to borrow money for the purpose of improving the Common Area and facilities, and in aid thereof, to mortgage said property in which case the rights of such mortgagees in the common area and facilities, shall be subordinate to the rights of the Owners.

Section 4. Title to the Common Area. The Declarants and the Developer may retain the legal title to the Common Properties until such time as the Developer has completed the improvements thereon and until such time as in the opinion of the Declarants and the Developer, the Association is able to maintain the same but, notwithstanding any provision herein, the Declarant hereby covenants for themselves, their

successors and assigns that they shall convey the Common Property to the Association, free and clear of all liens and encumbrances no later than Phase I of the sewer disposal and water and utility systems contemplated for Liberty Woodlands P.U.D, provided, however, the Declarants hereby reserve the right to dedicate any and all private roads designated as Common Area on any recorded subdivision plat of the properties to appropriate public authorities instead of conveying the same to the Association as Common Areas.

ARTICLE IV.

COVENANT FOR MAINTENANCE/ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. The Declarant, for each building site/lot owned within the Properties, hereby covenants, and each Owner of any building site/lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay the Association: (1) annual assessments or charges, (2) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs, and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, costs and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety, and welfare of the residents in the Properties and for the improvement and maintenance of the Common Area.

Section 3. Water and Sewer System.

- 3.1 The building sites in Liberty Woodlands P.U.D. are served by two (2) wells the location of which are shown on the Plat of Liberty Woodlands P.U.D. The Developer is the owner of the lands upon which said wells are located. Developer holds a Certificate of Water Right issued by the State of Washington. Department of Ecology, Division of Hydraulics upon one of the wells and application is pending for issuance of a water right certificate upon the other. The Certificates of Water Rights, issued and to be issued, for both of said wells shall be held in trust by the Developer for the benefit of the water users of both Liberty Woodlands P.U.D. and Liberty Court P.U.D. when developed. The Developer shall transfer the certificates to the Homeowners Associations of both Liberty Woodlands P.U.D. and Liberty Court P.U.D., to be operated and maintained jointly by the two Homeowners Associations when both organizations are lawful entities capable of governing themselves. At the time when the trustee transfers the water certificates to the two lawful Homeowners Associations, the wells shall be operated and maintained jointly. The owners of Liberty Woodlands P.U.D. building sites, in addition to other assessments for the care and maintenance of Liberty Woodlands, P.U.D., will be assessed for the maintenance, monitoring, and enlarging of the storage capacity of the water system and which shall be assessed to the owners' building sites in accordance with the Association need.
- 3.2 Telephone and Power Systems shall be underground.
- 3.3 Sewer Disposal System. Liberty Woodlands P.U.D. shall have a community (Association) sewer disposal system which shall be constructed in three separate phases. Each phase shall be capable of handling twenty (20) homes. The sewer disposal system is known as a recirculating sand filter system. Parts of Lots 14, 15, 16, 17 and 18 of the original plat of Liberty Woodlands shall be set aside for all three phases of the sewer disposal system. Prior to the sale of building sites to Owners other than the Declarants, and except for escrowed sales pursuant to R.C.W. 58.17.205, phase I shall have been completed. For construction of phases II and III of the sewer disposal system, each building site shall have a lien for the estimated cost of the construction of phases II and III. A construction assessment shall be against each building site and shall be paid and escrowed over a period of fifteen (15)

years from the date of these Declarations on an equal basis. However, if a building site is sold or building permit obtained on a building site, the total pro rata assessment for each phase, II and III shall be levied against the building site and the total construction assessment lien for that building site shall be paid into the sewer construction assessment escrow account at the Farmers State Bank of Winthrop, Winthrop, Washington, to ensure the completion of phases II and III of the sewer disposal system. In addition to other association assessments as hereinafter provided, the maintenance, operation and monitoring shall be assessed against each building site as part of the common area assessments. The total cost of construction has heretofore been established.

Section 4. Assessments of Building Sites.

4.1 An owner of a building site (whether developed or undeveloped) shall be assessed annual assessments by the Association which shall be assessments to cover the annual costs determined by the Association to cover expenses such as but not limited to:

4.1.1 General maintenance items such as snow removal, road maintenance, open space maintenance, fire fighting equipment.

4.1.2 With regard to the water system, the cost of monitoring the drinking water, the cost of power usage of pumps which supply water, a five year pro-rated replacement cost and emergency repair fund.

4.1.3 Sewer Disposal System. The Association shall set rates for minimum charges to operate the sewer disposal system whether or not it is used by any building site owner such as base meter expense billed by the power company, the monitoring of the sewer disposal system, the cost of power usage of sewer pumps to keep lines flushed and cleaned, a 20 year pro-rated replacement fund, any insurance required by Okanogan County for maintenance of the sewer system, and an emergency repair fund.

4.1.4 Such other costs as the Association may determine such as insurance for Homeowners Association, if any, and general corporate expenses, etc. Such assessment shall be determined by the Board of Directors of the Homeowners Association from time to time as they deem necessary to defray costs of the upkeep of the development, whether or not a building site is occupied by a residence.

4.2 Base Charge for Sewer and Water. There shall also be an assessment to the owners of a building site and levied upon

the building site when any site is hooked up to the water and sewer disposal system. At the time the building site is hooked up, each building site will be assessed a base charge of \$1.00 per month for water system connection and \$1.50 per month for sewer disposal system connection for a total of \$2.50 per month as a base charge to any building site which is hooked up to the water and sewer system.

- 4.3 Consumption User Charge. There shall be a consumption user charge for each building site which has a residence located on the building site and which is hooked up and using the water and sewer disposal system. Each user will, in addition to all other monthly assessments and charges, be charged a monthly water and sewer consumption fee. The Homeowners Association shall set the rate to be charged to users of the water and sewer system according to the needs of the Association to maintain the water and sewer systems within the Liberty Woodlands Planned Unit Development.
- 4.4 Until January 1 of the year immediately following the conveyance of the first building site to an owner other than a declarant, the maximum annual assessment for building sites without residences and which are not hooked up to the water and sewer system shall be \$10 per month.
- 4.5 From and after January 1 of the year immediately following the conveyance of a building site to an owner, the maximum annual assessment (other than assessments charged for sewer and water use as set forth in paragraphs 4.2 and 4.3 above) may be increased each year not more than 10% above the maximum assessment for the previous year without a vote of the membership.
- 4.6 From and after January 1 of the year immediately following the conveyance of the first building site to an owner other than a declarant, the maximum annual assessment, other than base sewer and water assessments and metered consumption assessments as set forth in paragraphs 4.2 and 4.3 above, may be increased above 10% by a vote of the majority of the members who are voting in person or by proxy at a meeting duly called for this purpose.

Section 5. Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Area, or the water or sewer

system, including fixtures and personal property related thereto; provided that any such assessment shall have the assent of a majority of the votes of of the members who are voting in person or by proxy at a meeting duly called for this purpose.

Section 6. Notice and Quorum for Any Action Authorized Under Section 4 and 5. Written notice of any meeting called for the purpose of taking any action authorized under Section 4 and 5 shall be sent to all members not less than 30 days nor more than 60 days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast sixty percent (60%) of all the votes of the membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half ($\frac{1}{2}$) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than 60 days following the preceding meeting.

Section 7. Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for all building sites and may be collected on a monthly basis, or as the Board of Directors may determine from time to time.

Section 8. Date of Commencement of Annual Assessments: Due Dates. The annual assessments provided for herein shall commence as to all building sites on the first day of the month following the conveyance of the Common Area. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessment against each building site at least thirty (30) days in advance of each annual assessment period. Written notice of the

annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the association setting forth whether the assessments on a specified building site have been paid. A properly executed certificate of the Association as to the status of assessments on a building site is binding upon the Association as of the date of its issuance.

Section 9. Effect of Nonpayment of Assessments: Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of ten (10%) percent per annum. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the property. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his building site.

Section 10. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any building site shall not affect the assessment lien. However, the sale or transfer of any building site pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer, and such lien shall attach to the net proceeds of sale, if any, remaining after such mortgage has been satisfied. No sale or transfer shall relieve such building site from liability for any assessments thereafter becoming due or from the lien thereof.

Section 11. The following properties, subject to the Declaration, shall be exempt from the assessments created herein:

- 11.1 All properties dedicated to and accepted by local public authorities;
- 11.2 The Common Area;
- 11.3 Building sites sold by Liberty Bell Corporation prior to the final plat approval as escrowed sales pursuant to provisions of R.C.W. 58.17.205.

However, no land or improvements devoted to dwelling use shall be exempt from said assessments.

ARTICLE V

BUILDING AND USE RESTRICTIONS

Section 1. Residential Use. No building site or living unit shall be used except for residential purposes. Residential dwellings for single family, without buildings auxiliary thereto (e.g. garages, protective sheds, etc.) shall be the only form or type of structure, building, or construction permitted to be erected or permitted to remain upon the building site, or any part, parcel, tract or portion thereof. Plans for any dwelling shall provide for parking on the building site and shall be approved by the Architectural Committee of the Association as hereinafter set forth. Each residence shall be constructed so as to include not less than 1000 square feet of living space, exclusive of open porches, patios, carports, garages. It shall not be a violation of this section for the Association to construct buildings to house fire and other equipment needed to maintain the P.U.D. Said buildings shall be constructed on the common area as determined by the Board of Directors of the Association.

Section 2. No Noxious Activity. No noxious, offensive or

annoying activities shall be conducted on any building site or in any Living Unit.

Section 3. Signs. No signs of any kind shall be displayed to public view within the boundaries of the property except the following:

- 3.1 One sign per each building site of not more than 2 square feet identifying the occupants;
- 3.2 One sign of not more than 2 square feet advertising a building site "For Sale";
- 3.3 Signs placed by the Association, or its agents, to advertise individual Lot sales;
- 3.4 A sign or sign at the entrance of Liberty Woodlands P.U.D. approved by the Architectural Committee of the Association advertising the location, name and nature of Liberty Woodlands Subdivision P.U.D.

Section 4. All Owners of building site within the Planned Unit Development shall consult with the Department of Natural Resources for the State of Washington, or the United States Forest Service, with regard to forest management of each property Owner's respective tract, building site, or parcel within the subdivision before any construction of any structure on their property, parcel or tract within the subdivision.

Section 5. Residential Use. No business, business enterprise or industry, commercial store or shop for sale of goods, merchandise, or services or commercial enterprise of any kind or nature including so-called "home industries" shall be established, located or conducted on the property or any part thereof.

Section 6. No Animals Except Pets. No fowl, animals, reptiles, or insects shall be kept by any Owner within the subdivision or in any Living Unit. However, building site owners may keep domesticated pets. Owners will control all predatory pets in order to protect the

wildlife.

Section 7. All areas within the Plat shall remain as nearly as possible in their natural state. No trees or shrubs shall be cut or timber removed from any building site except that which is essential to the preparation of the building site, driveway, or walkway.

Section 8. The subdivision, and each Owner, is subject to the following additional covenants:

- 8.1 All chimneys must be equipped with spark guards;
- 8.2 No outdoor fireplaces of any kind shall be permitted unless approved by the proper federal, state and local statutes, regulations or ordinance relating to fire management;
- 8.3 No hunting shall be allowed within the boundaries of the plat under any circumstance;
- 8.4 Use of firearms are prohibited;
- 8.5 Reasonable transplanting of natural growth is permitted.
- 8.6 Only down and dead timber may be cut for firewood or personal use by a building site Owner and then only down and dead timber within a particular Owner's building site. The Association shall establish rules with regard to the cutting of down and dead timber for the use of the Owners within this subdivision, and designate cutting areas for such purposes.

Section 9. A ten (10) mile per hour speed limit on subdivision roads will apply to all vehicles and no vehicles will be permitted which in any way create a nuisance.

Section 10. No chain saws or other noisy equipment may be operated before 6:00 a.m. or after 8:00 p.m. except for original construction and development. Any use of a motorized saw or other motorized engine used in cutting firewood, tilling or otherwise used, shall have the proper Forest Service approved spark arresting muffler or device.

Section 11. Off road use of all terrain vehicles, off road vehicles is prohibited within the boundaries of the Plat.

Section 12. There shall be no fences constructed around the individual building sites except for gardens.

ARTICLE VI

REFUSE, SEWAGE, RUINS AND REMAINS

Section 1. No trash, garbage, refuse, ruins or remains of any kind, including disabled or abandoned vehicles or vehicle shells or parts, shall be thrown, dumped, placed, disposed of or permitted to remain in the subdivision or upon a building site, or any part thereof, vacant or otherwise.

Section 2. No incinerator or other device for burning of trash or garbage shall be installed or used except as may be approved by the Association. Each owner shall provide suitable receptacles for the containment and collection of trash and garbage which must be enclosed or screened or otherwise unexposed to public view.

Section 3. Nothing contained herein shall be construed to prohibit or deny the installation and use of wood or gas burning fireplaces other than may be required by the Department of Natural Resources, United States Forest Service, or the statutes and ordinances of Okanogan County and the State of Washington.

Section 4. Each building site owner shall, at their expense, install their own 1250 gallon septic tank which shall be hooked up to the main sewer collection line. Rules and regulations regarding the installation, maintenance and operation of the septic tanks shall be adopted by the Association and after adoption shall be binding upon each owner. Each building site owner shall pay for the installation

and hookup of sewer, water, phone, power and other utilities from the owner's residence to the main sewer collection lines, water lines, phone distribution box, or shared power transformer. Each building site owner shall also be responsible for the repair, maintenance, or replacement of his utilities from his residence to the hookup point of the utilities serving his residence to the main sewer lines, water lines, phone distribution box, or shared power transformer.

ARTICLE VII

ARCHITECTURAL CONTROL

Section 1. Architectural Committee. The Board of Directors of the Association shall appoint three or more representatives as the Architectural Control Committee, which is hereby created. The Architectural Control Committee shall also be members of the Board of Directors of the Association.

Section 2. Approval of Architectural Committee. No building, construction, landscaping, parking, fencing, hedge, wall or other improvement shall be placed, constructed, erected, repaired, restored, reconstructed, altered, remodeled, added to or maintained on the premises until the building and specifications and such other information as the committee may reasonably require including, without being limited to, colors, building materials and models, have been submitted to, and approved by a majority of the committee in writing.

The committee shall have the authority to reject material, designs or colors submitted with plans or the plans themselves if they are not compatible or are inappropriate with the construction and development of the rest of the premises.

All improvements, construction, reconstruction, alterations,

remodeling or any activity requiring the approval of the committee must be completed in substantial compliance with the plans and specifications initially approved by the committee and under the authority of the building permits issued by the committee. In addition to its approval, the committee shall require all other necessary state and local building permits.

The committee shall be governed by the following guidelines in its consideration of plans and specifications submitted for its approval:

(a) It must recognize that all the property to be developed and all improvements in the premises must harmoniously combine and not be inconsistent with the development of the entire premises so as to maintain a uniformity of value and quality.

(b) In considering plans or specifications, the committee shall examine the suitability of the same to the site, including the materials of which it is to be constructed, as well as the relationship of the same to the adjacent properties and the entire area.

(c) All plans and specifications shall be in full compliance with all of the terms and provisions of these Covenants, except for any waivers which may have been granted by the committee for such plans and specifications.

(d) Construction of all improvements shall conform to the setting and blend with the surrounding area.

(e) The committee or individual members thereof may not be held liable by any person for any damages which may result from committee action taken pursuant to these Covenants, including but not by way of

limitation, damages which may result from correction, amendment, change or rejection of plans, the issuance of written approval or delays associated with such action on the part of the committee.

ARTICLE VIII

ENVIRONMENT

Every attempt shall be made to preserve and protect the environment indigenous to the area. Disturbance, destruction or damage to all plant life, all animal life and their natural habitats, streams ponds, springs, underground aquifers, solid and rocks is strictly forbidden, except where absolutely necessary for the proper and orderly development of the premises. Except for initial construction of buildings as approved by the Architectural Committee, there shall be no clear-cutting or commercial harvesting of timber for sale or barter by owner, lessees, assignees or any other person on any building site within the Subdivision. All areas not utilized as sites of improvements where disturbed by construction or human activity, shall be returned as quickly as possible to their natural condition and replanted except where otherwise utilized for exterior living areas.

ARTICLE IX

GENERAL PROVISIONS

Section 1. Enforcement. The Association, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of

the right to do so thereafter.

Section 2. Severability. Invalidation by judgment or court order of any provision, sentence or paragraph contained in these restrictions and protective covenants shall in no way affect or invalidate any of the other provisions, sentences, or paragraphs and the remaining portions shall continue in full force and effect.

Section 3. Amendment. The covenants and restrictions of this Declaration shall run with and bind the land, for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended during the first twenty (20) year period by an instrument signed by not less than two-thirds (2/3's) of the building site Owners, and thereafter by an instrument signed by not less than two-thirds (2/3's) of the building site Owners. Any amendment must be recorded.

Section 4. Effect of Failure to Enforce. Any waiver or failure to enforce any provision of these restrictions and protective covenants in a particular situation shall not be deemed to be a waiver or a abandonment of that provision or any other such as it may apply in any other situation or to the same or similar situation at another location within the tract.

Section 5. Due Diligence and Construction. The construction of a dwelling house and structure shall be prosecuted diligently, continuously, and without delay from time of commencement until such dwelling house and structure are fully completed and painted. All structures shall be completed as to external appearance, including finished painting, landscaping within two years from the date of

commencement of construction unless prevented by causes beyond control of Owner and only for such time as the cause continues.

ARTICLE X

EASEMENTS

Section 1. General. There are hereby specifically and reserved for the benefit of the Association, the Declarants, any applicable utility company, building site Owners in common and each building site Owner severally, as their respective interests shall obtain and appear, the easements, reciprocal negative easements, secondary easements, and rights of way, as are specifically identified hereafter, or recorded on the Plat, including easements for foot passage over all common areas. All newly constructed utilities from and after the date of these Declarations shall be underground and shall be for the benefit of the Association and Owners of the plat of Liberty Woodlands P.U.D and/or as may be agreed by the Association and Owners of Liberty Court P.U.D. and Liberty Woodlands P.U.D.

1.1 Utility Easements. All conveyances of land situated in the Planned Unit Development, made by the declarants and by all persons claiming by, through or under the declarants, shall be subject to these restrictions, conditions, covenants, whether or not the same be expressed in instruments of conveyance, and each and every such instrument of conveyance shall likewise be deemed to grant and reserve, whether or not the same be declared therein, mutual and reciprocal easements over, across, and under all common areas. Each building site shall be subject to the following enumerated easements:

1.1.1 Easements for the purpose of building, construction, repairing and maintaining improvements thereon and underground or concealed electric, telephone lines, gas, water, sewer collection lines, storm drainage lines, radio or television cable, surveying the residences located on the building sites, and other services now or hereafter commonly supplied by public utilities, municipal corporations, or the corporation, and all of said easements shall be for the benefit of all present and future owners of

property subjected to the jurisdiction of the corporation by covenants and restrictions recorded and approved as hereinabove provided.

- 1.1.2 Encroachment. If any portion of a sewage system septic tank now or hereafter constructed upon a building site encroaches upon any part of the common area, an easement for the encroachment and for the maintenance of the same is granted and reserved and shall exist, and be binding upon the Developer, declarants and upon all present and future owners of such encroaching septic tank for the purpose of occupying and maintaining the same.

Section 2. Repair of Common Utilities. In the event of repair, replacement or maintenance of utility main lines that serve all of the units, the cost of such repair, replacement, or maintenance, together with any damage which may have been associated with the malfunction of these lines or with the repair, replacement or maintenance, shall be paid by the Association. However, it is understood that no other sanitary waste or chemical disposal system or any sanitary waste toilet system not compatible with the sewer disposal system shall be discharged into the Liberty Woodlands P.U.D. sewer disposal system. In the event it is determined that the damage to the sewer disposal system is due to discharge of a sanitary waste or other type of chemical disposal system, or a system not compatible with the Liberty Woodlands P.U.D. sewer disposal system has been discharged, then the building site owner, at the discretion of the Board of Directors of the Association, shall be assessed the cost and maintenance of repairs and that cost shall be added to and become part of the assessment to which such lot is subject.

In the event that the need for such maintenance or repair of the sewer disposal system, or any other system is caused through the willful or negligent act or omission of an owner, his family, tenants,

guests, or invitees, the cost of such maintenance or repairs, may, in the discretion of the Directors, be added and become a part of the assessment to which the lot is subject, and a separate lien right shall arise and inure to the Association and shall be enforceable in the same manner as provided for in Article IV, Section 9 herein. The Association shall have the right to enter upon any building site for the purpose of performing such maintenance at reasonable hours on any day.

ARTICLE XI

INSURANCE

Section 1. Casualty Insurance on Insurable Common Area. The Association shall keep all insurable improvements and fixtures of the Common Area insured against loss or damage by fire for the full insurance replacement cost thereof, and may obtain insurance against such other hazards and casualties as the Association may deem desirable. The Association may also insure any other property whether real or personal, owned by the Association, against loss or damage by fire and such other hazards as the Association may deem desirable, with the Association as the owner and beneficiary of such insurance. The insurance coverage with respect to the Common Area shall be written in the name of, and the proceeds thereof shall be payable to the Association. Insurance proceeds shall be used by the Association for the repair or replacement of the property for which the insurance was carried. Premiums for all insurance carried by the Association are Common Expenses included in the Common Assessments made by the Association.

It shall be the sole responsibility of each Owner of a building

site to determine the adequacy, both as to type, extent, and amount, of coverages applicable to his/her own dwelling unit. Each Owner shall at his/her own expense procure such coverage(s) as the Owner deems adequate.

Section 2. Replacement or Repair of Property.

In the event of damage to or destruction of any part of the Common Area Improvements, the Association shall repair or replace the same from the insurance proceeds available. If such insurance proceeds are insufficient to cover the costs of repair or replacement of the property damaged or destroyed, the Association may make a Reconstruction Assessment against all Lot Owners to cover the additional cost of repair or replacement not covered by the insurance proceeds, in addition to any other common Assessments made against such Lot Owner.

In the event that the Association is maintaining blanket casualty and fire insurance on the Dwelling Units on the Lots in the Properties, the Association shall repair or replace the same from the insurance proceeds available.

Section 3. Annual Review of Policies.

All insurance policies shall be reviewed at least annually by the Board of Directors in order to ascertain whether the coverage contained in the policies is sufficient to make any necessary repairs or replacement of the property which may have been damaged or destroyed.

ARTICLE XII

Upon the execution by the declarants and the recording of this Declaration of Protective Covenants, Restrictions and Conditions of Liberty Woodlands Subdivision PUD, the original Liberty Woodlands Home Owners Maintenance Association is hereby revoked and repealed.

IN WITNESS WHEREOF, the undersigned being the developer herein, has hereunto set its hand and seal this 14th day of August, 1987.

LIBERTY BELL CORPORATION

By Frank M. Simmons
Its President

known to be the persons described in and who executed the foregoing instrument and acknowledged that they executed the same as their free act and deed.

Frank H. Smith
NOTARY PUBLIC

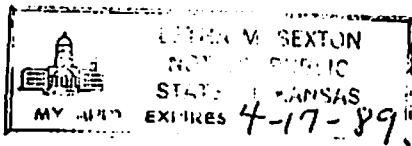
Lot 5, Liberty Woodland Subdivision.

William T. Jones
William T. Jones

Earlene F. Gould Jones
Earlene F. Gould Jones

KANSAS
STATE OF MINNESOTA)
RILEY) -SS-
COUNTY OF OLMSTED)

On this 12th day of DECEMBER, 1987, before me, a Notary Public within and for said County, personally appeared William T. Jones and Earlene F. Gould Jones, husband and wife, to me known to be the persons described in and who executed the foregoing instrument and acknowledged that they executed the same as their free act and deed.



Letha M. Sexton
NOTARY PUBLIC

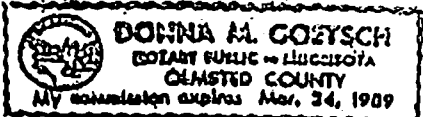
Lot 6, Liberty Woodland Subdivision,

Anders B. Ness
Anders B. Ness

Judith I. Ness
Judith I. Ness

STATE OF MINNESOTA)
) -SS-
COUNTY OF OLMSTED)

On this 14th day of August, 1987, before me, a Notary Public within and for said County, personally appeared Anders B. Ness and Judith I. Ness, husband and wife, to me known to be the persons described in and who executed the foregoing instrument and acknowledged that they executed the same as their free act and deed.



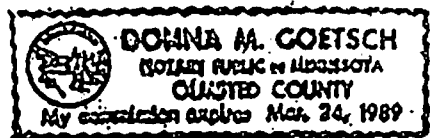
Donna M. Goetsch
NOTARY PUBLIC

Lot 7, Liberty Woodland Subdivision.

Froukje M. Beynen
Froukje M. Beynen

STATE OF MINNESOTA)
) -SS-
COUNTY OF OLMSTED)

On this 14th day of August, 1987, before me, a Notary Public within and for said County, personally appeared Froukje M. Beynen to me known to be the person described in and who executed the foregoing instrument and acknowledged that she executed the same as her free act and deed.



Donna M. Goetsch
NOTARY PUBLIC

Lot 8, Liberty Woodland Subdivision?

Louis H. Weiland
LOUIS H. WEILAND

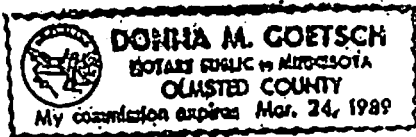
Lillian C. Weiland
LILLIAN C. WEILAND

Thomas A. Gaffey
Thomas A. Gaffey

Lynne M. Gaffey
Lynne M. Gaffey

STATE OF MINNESOTA)
) -SS-
COUNTY OF OLMSTED)

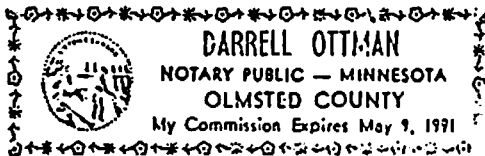
On this 14th day of August, 1987, before me, a Notary Public within and for said County, personally appeared Louis H. Weiland and Lillian C. Weiland, husband and wife, to me known to be the persons described in and who executed the foregoing instrument and acknowledged that they executed the same as their free act and deed.



Donna M. Goetsch
NOTARY PUBLIC

STATE OF MINNESOTA)
) -SS-
COUNTY OF OLMSTED)

On this 17 day of August, 1987, before me, a Notary Public within and for said County, personally appeared Thomas A. Gaffey and Lynne M. Gaffey, husband and wife, to me known to be the persons described in and who executed the foregoing instrument and acknowledged that they executed the same as their free act and deed.



Darrell Ottman
NOTARY PUBLIC

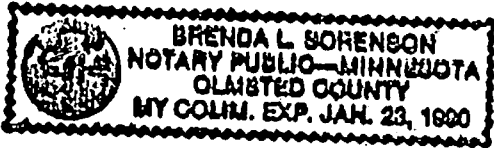
Lot 9, Liberty Woodland Subdivision

Allan J. Schutt
Allan J. Schutt

Ann H. Schutt
Ann H. Schutt

STATE OF MINNESOTA)
) -SS-
COUNTY OF OLMSTED)

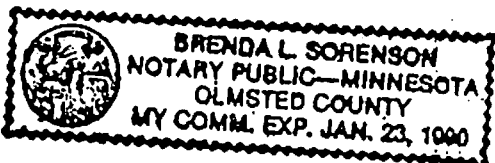
On this 15th day of August, 1987, before me, a Notary Public within and for said County, personally appeared Allan J. Schutt to me known to be the person described in and who executed the foregoing instrument and acknowledged that he executed the same as his free act and deed.



Brenda L. Sorenson
NOTARY PUBLIC

STATE OF MINNESOTA)
) -SS-
COUNTY OF OLMSTED)

On this 15th day of August, 1987, before me, a Notary Public within and for said County, personally appeared Ann H. Schutt, to me known to be the person described in and who executed the foregoing instrument and acknowledged that she executed the same as her free act and deed.



Brenda L. Sorenson
NOTARY PUBLIC

Lot 10, Liberty Woodland Subdivision

Stephen M. Brzica, Jr.
Stephen M. Brzica, Jr.

Sheila M. Brzica
Sheila M. Brzica

Kenneth L. Noller
Kenneth L. Noller

Mary C. Noller
Mary C. Noller

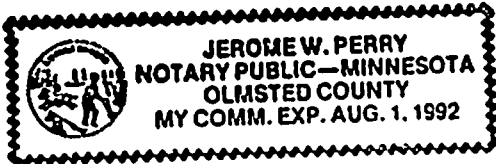
Lots 1, 2, ⁴6, 12, 15, 16, 17, and 18 of Liberty Woodlands Subdivision.

LIBERTY BELL CORPORATION

BY Frank M. Summers
Its President

MINNESOTA
STATE OF WASHINGTON)
OLMSTED) -SS-
COUNTY OF OKANOGAN)

On this 14th day of AUGUST, 1987, before me, a Notary Public within and for said County, personally appeared FRANK M. SUMMERS, to me personally known, who, being each by me duly sworn did say that he is the President of the Corporation named in the foregoing instrument, and that the seal affixed to said instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors and said FRANK M. SUMMERS acknowledged said instrument to be the free act and deed of the said Corporation.



Jerome W. Perry
NOTARY PUBLIC

Lot 3, Liberty Woodlands Subdivision.

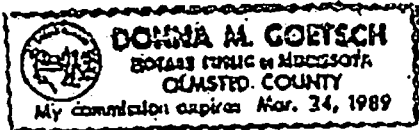
James Isaacson
James Isaacson
Norma L. Isaacson
Norma L. Isaacson

STATE OF WASHINGTON)
) -SS-
COUNTY OF OKANOGAN)

On this 5th day of October, 1987, before me, -a Notary Public within and for said County, personally appeared James Isaacson and Norma L. Isaacson, husband and wife, to me

STATE OF MINNESOTA))
) -SS-
COUNTY OF OLMSTED)

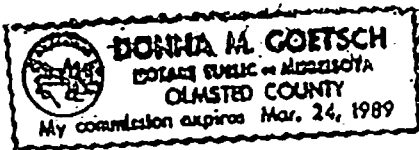
On this 16th day of September, 1987, before me, a Notary Public within and for said County, personally appeared Stephen M. Brzica, Jr. and Sheila M. Brzica, husband and wife, to me known to be the persons described in and who executed the foregoing instrument and acknowledged that they executed the same as their free act and deed.



Donna M. Goetsch
NOTARY PUBLIC

STATE OF MINNESOTA))
) -SS-
COUNTY OF OLMSTED)

On this 14th day of August, 1987, before me, a Notary Public within and for said County, personally appeared Kenneth L. Noller and Mary C. Noller, husband and wife, to me known to be the persons described in and who executed the foregoing instrument and acknowledged that they executed the same as their free act and deed.



Donna M. Goetsch
NOTARY PUBLIC

Lot 11, Liberty Woodland Subdivision

Roy Cucchiara
Roy F. Cucchiara

Patricia Cucchiara
PATRICIA CUCCHIARA

Nicolas E. Maragos
Nicolas E. Maragos

Constance G. Maragos
Constance G. Maragos