

RIGHT OF WAY EASEMENT

KNOW ALL MEN BY THESE PRESENTS, That ~~W.W.~~, the Grantors

John R. Viebrock and Esther F. Viebrock, husband and wife

for a good and valuable consideration, the receipt whereof is hereby acknowledged, do hereby grant and convey unto the Grantee, Public Utility District No. 1, Douglas County, Washington, a municipal corporation, located at Waterville, Washington, and to its successors and assigns, the right, privilege and authority to enter upon the lands of the grantor, situated in the County of Douglas, State of Washington, and more particularly described as follows:

West Half (W 1/2), Northwest Quarter (NW 1/4), Section 23
Northwest Quarter (NW 1/4), Southeast Quarter (SE 1/4), Section 14
Southeast Quarter (SE 1/4), Southwest Quarter (SW 1/4), Section 14
Township 24 North, Range 21 East, W.M.

and to construct, operate, improve, repair and maintain on the above described land and-or in or upon all streets, roads or highways abutting said lands, an electric transmission or distribution line or system, and to cut, remove and trim trees, brush, shrubbery and other obstructions to the extent necessary to keep them clear of said electric line or system and to cut down from time to time all dead, weak, leaning or dangerous trees that are tall enough to strike the wires in falling.

The Grantor covenant that they are the owners of the above described lands and that said lands are free and clear of encumbrances and liens of whatsoever character, except those held by the following named persons:

The covenants herein contained shall run with the land and are binding on all subsequent owners thereof.

IN WITNESS WHEREOF, the Grantor have set their hands and seals this 23rd day of February 19 50

John R. Viebrock (Seal)
Esther F. Viebrock (Seal)

STATE OF WASHINGTON
COUNTY OF DOUGLAS

88

I, A. J. Hensel, Court Commissioner
Notary Public in and for the State of Washington, residing
at Waterville, do hereby certify that on this 23rd. day of February
1950, personally appeared before me
John E. Viebrock and Esther F. Viebrock, husband and wife
to me known to be the individual described in and who executed the within instrument as
free act and deed for the uses and purposes herein mentioned.



GIVEN UNDER MY HAND AND OFFICIAL SEAL this 23rd. day of February 19 50

A. J. Hensel

Court Commissioner Notary Public in and for the State of Washington,
residing at Waterville.

Filed for record on the 2 day of
March 19 50 at 1:03 P.M. at
the request of *Roxanne Billingsley*
Auditor, Douglas County
By: *Mary Jane Jordan* Deputy

EASEMENT
RIGHT OF WAY

FROM

TO

Date

, 19

KNOW ALL MEN BY THESE PRESENTS:

For a valuable consideration receipt whereof is hereby acknowledged, an easement is hereby granted to THE PACIFIC TELEPHONE AND TELEGRAPH COMPANY, a corporation, its successors and assigns, with the right, privilege and authority to construct, reconstruct, operate, inspect, maintain or remove lines of telephone and telegraph, or other signal or communication circuits, consisting of such underground ~~conduits~~, cables, ~~walkies and other markers~~, poles, fixtures and appurtenances as the granted may from time to time require, upon, across, over and/or under the following described property and the roads, streets or highways thereto adjoining, situated in the county of Douglas, State of Washington:

That portion of the Southwest quarter (SW $\frac{1}{4}$) of Section 12, and the Northwest quarter of the Northwest quarter (NW $\frac{1}{4}$ -NW $\frac{1}{4}$) of Section 13, lying Northwesterly of County Road #25 Also

The East half of the Northeast quarter (E $\frac{1}{2}$ -NE $\frac{1}{4}$) and the West half of the Southeast quarter (W $\frac{1}{2}$ -SE $\frac{1}{4}$) of Section 14 AND

the Northeast quarter of the Northwest quarter of Section 23 lying Easterly of County Road #25, in Township 24 North, Range 21 EWM.

Grantee shall remove brush and trees to Grantor's satisfaction. No marker poles will be placed in any cultivated area.

All rock brought to the surface by the placement of the cable in cultivated areas shall be removed and the property restored to the satisfaction of the property owner.

Grantor, his heirs, executors, administrators, and assigns shall not be responsible for any damage to the cable resulting from any normal agricultural pursuit or for any damage caused by third parties.



Grantee shall be responsible for all damage it causes Grantor by the exercise of the rights and privileges herein granted.

The grantee shall have the right to remove any trees, or parts of trees or other vegetation within fifteen (15) feet of said lines and may level and grade a strip of land extending not more than six (6) feet on each side of the center line of said lines. The grantor for himself, his heirs, executors, administrators, successors and assigns hereby covenants that no structure will be erected or permitted within fifteen (15) feet of said lines; that no digging will be done or permitted within fifteen (15) feet of said lines which will in any manner disturb their solidity or unearth any portion thereof; and that no blasting or discharge of any explosives will be permitted within fifteen (15) feet of said lines. All ~~conduit~~ cable laid under this grant shall be laid upon a route as now located, and shall be buried to such depth as not to interfere with the ordinary cultivation of said land. The grantee shall at all times have the right of free ingress to and egress from said property for all purposes herein mentioned, including the right to place and maintain gates in fences at the point or points where the right of way intersects said fences.

IN WITNESS WHEREOF, the undersigned has executed this instrument this 5 day of August, 1958



STATE OF WASHINGTON)
COUNTY OF Chelan) ss.
Douglas)



Arthur Arndt
Lottie Arndt STATE EXCISE TAX

PAID
5/22 8/26/58
Douglas County Treasurer
Morio Tanaor

On this day personally appeared before me Arthur Arndt, and Lottie Arndt, husband and wife,

to me known to be the individual they described in and who executed the within and foregoing instrument, and acknowledged that they signed the same on their free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal this 5 day of August, 19 58
FORM APPROVED
PAINE, LOWE, COFFIN
& HERMAN
By John P. ...
Notary public in and for the State of Washington,
residing at Waterville, Spokane

BASIS

TO
THE PACIFIC TELEPHONE AND
TELEGRAPH COMPANY

Return to grantee at
North 904 Columbus
Spokane, Washington.

**RECORDED
INDEXED
REVERSE
CORRECT
PAGE**

Filed for record on the 26 day of
Aug 1958 at 4:19 P.M. at
the request of DOUGLAS COUNTY TITLE COMPANY

Melba K. Firoved
Auditor, Douglas County

By Sherry [Signature]

3.10

1

INDEXED ER
DIRECT ✓
REVERSE ✓
RECORDED
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PAGED

Filed for record on this 8 day
Aug 19 73 at 8:48 A.M. at
the request of Messrs. MacConnell
Edna Jensen Environmental
Auditor Douglas County
Earl Smith Group

EASEMENT

169531

We, the undersigned owners in fee simple of the land hereby described, hereby declare, grant and dedicate this easement to the BADGER MOUNTAIN PROPERTY OWNER'S ASSOCIATION, INC., together with the non-exclusive use thereof for the residents and occupants therein, their guests and service to said residents not inconsistent with use in common with other residents. The undersigned owners, however, reserve the right to the non-exclusive use of the easement herein described for themselves, their successors and their assigns, forever. The BADGER MOUNTAIN PROPERTY OWNER'S ASSOCIATION shall have the right to make all necessary slopes for cuts and fills upon the adjacent lots in the reasonable grading of all streets, avenues, and places of the easement hereby described; also the right to drain all streets over and across any adjacent lot or lots where water might take a natural course after the streets are originally graded. This easement right is for that portion of Section 11 Township 24 North, Range 21 East, W.M., being a strip of land lying 30 feet perpendicularly distant on either side of the following described centerline and its production thereof.

Beginning at the section corners common to Sections 10, 11, 14, 15, Township 24 North, Range 21 East., W.M., thence North 89° 19' 52" East 757.94 feet along the south line of said Section 11 to the Southeast corner of Lot 42, of the plat of Badger Mountain A as recorded in Volume C of plans, page 84, records of Douglas County, Washington, and the True Point of Beginning of said centerline. Thence North 0° 40' 08" West, 630.00 feet to an existing easement as shown on said plat, and the terminus of said easement centerline.

IN WITNESS WHEREOF we have set our hands and seals.

John F. Hobbs
JOHN F. HOBBS

Jack Cornings
JACK I. CORNINGS

The John's Company, a Joint Venture

Arthur N. Arndt
ARTHUR N. ARNDT

Lottie B. Arndt
LOTTIE B. ARNDT

ACKNOWLEDGMENT

STATE OF Washington
COUNTY OF Grant

This is to certify that on this 12 day of June, 1973, A.D., before me, the undersigned, a Notary Public, personally appeared John F. Hobbs of THE JOHN'S COMPANY, A JOINT VENTURE, to me known to be the person who executed the within dedication, and acknowledged to me that he signed and sealed the same as his voluntary act and deed for the uses and purposes therein mentioned and on oath stated that he was authorized to execute said instrument. WITNESS my hand and official seal the day and year first above written.

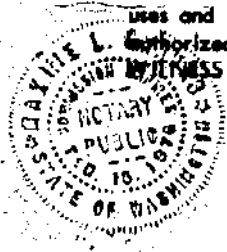


Maxine S. Graves
Notary Public in and for the
State of Washington, residing
at [illegible]

ACKNOWLEDGMENT

STATE OF
COUNTY OF

This is to certify that on this 12 day of June, 1973, A.D., before me the undersigned, a Notary Public personally appeared John J. Corning of THE JOHN'S COMPANY, A JOINT VENTURE, to me known to be the person who executed the within dedication, and acknowledged to me that he signed and sealed the same as his voluntary act and deed for the uses and purposes therein mentioned and on oath stated that he was authorized to execute said instrument.



WITNESS my hand and official seal the day and year first above written.

Maxine L. ...
Notary Public in and for the State
of Wa., residing at Ephe...

ACKNOWLEDGMENT

STATE OF Wash
COUNTY OF Douglas

This is to certify that on this 16 day of Jun, 1973 A.D., before me the undersigned, a Notary Public, personally appeared Arthur N. Arndt and Lottie B. Arndt, to me known to be the persons who executed the within dedication, and acknowledged to me that they signed and sealed the same as their voluntary act and deed for the uses and purposes therein mentioned. WITNESS my hand and official seal the day and year first above written.

Arthur N. Arndt
Notary Public in and for the State
of Wash., residing at Wab...

RECEIVED
AUG 8 - 1973
Elva ...
DOUGLAS COUNTY AUDITOR



JOB NO. 88-311-04
WRITTEN BY ...
CHECKED ...
COMPARED ...
DATE 6/7/73
THE MURRAY-McCORMICK
ENVIRONMENTAL GROUP

Murray-McCormick Environmental Group
1307 - 114th Ave. S.E. Suite 316
Bellevue, Wa. 98004

AUG 8 - 1973

310

2

INDEXED
DIRECT
REVERSE
RECORDED
COMPARED
PAGED

Filed for record on this 8 day
Aug 1973 at 5:04 A.M. at
the request of Murray Mc Cormick
Edna Jerome
Auditor Douglas County
Edgar Smith
Dep.

EASEMENT

169532

We, the undersigned owners in fee simple of the land hereby described, hereby declare, grant and dedicate this easement to the BADGER MOUNTAIN PROPERTY OWNER'S ASSOCIATION, INC., together with the non-exclusive use thereof for the residents and occupants therein, their guests and service to said residents not inconsistent with use in common with other residents. The undersigned owners, however, reserve the right to the non-exclusive use of the easement herein described for themselves, their successors and their assigns, forever. The BADGER MOUNTAIN PROPERTY OWNER'S ASSOCIATION shall have the right to make all necessary slopes for cuts and fills upon the adjacent lots in the reasonable grading of all streets, avenues, and places of the easement hereby described; also the right to drain all streets over and across any adjacent lot or lots where water might take a natural course after the streets are originally graded. This easement right is for that portion of Section 11 Township 24 North, Range 21 East, W.M., being a strip of land lying 30 feet perpendicularly distant on either side of the following described centerline and its production thereof.

Beginning at the section corners common to Sections 2, 3, 10, 11, Township 24 North, Range 21 East, W.M., thence North 89° 36' 12" East 1306.65 feet along the north line of said Section 11 to the Northwest corner of Lot 106, of the plat of Badger Mountain A as recorded in Volume C of plans, page 84, records of Douglas County, Washington, thence South 0° 26' 53" East 626.80 feet to the Southwest corner of said Lot 106, and the True Point of Beginning of said easement centerline. Thence North 89° 33' 07" East 710.38 feet to an existing easement as shown on said plat, and the terminus of said easement centerline.

IN WITNESS WHEREOF we have set our hands and seals.

John F. Hobbs
JOHN F. HOBBS

Jack J. Corning
JACK J. CORNING

The John's Company, a Joint Venture

Arthur N. Arndt
ARTHUR N. ARNDT

Lottie B. Arndt
LOTTIE B. ARNDT

ACKNOWLEDGMENT

STATE OF Washington
COUNTY OF Spokane

This is to certify that on this 9th day of July, 1973, A.D., before me, the undersigned, a Notary Public, personally appeared John F. Hobbs of THE JOHN'S COMPANY, A JOINT VENTURE, to me known to be the person who executed the within dedication, and acknowledged to me that he signed and sealed the same as his voluntary act and deed for the uses and purposes therein mentioned and on oath stated that he was authorized to execute said instrument. WITNESS my hand and official seal the day and year first above written.



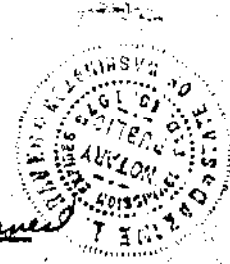
Maxine L. Green
Notary Public in and for the
State of Washington residing
at Spokane

ACKNOWLEDGMENT

STATE OF Washington
COUNTY OF Draft

This is to certify that on this 17 day of July, 1973, A.D., before me, the undersigned, a Notary Public, personally appeared Jack J. Coming of THE JOHN'S COMPANY, A JOINT VENTURE, to me known to be the person who executed the within dedication, and acknowledged to me that he signed and sealed the same as his voluntary act and deed for the uses and purposes therein mentioned and on oath stated that he was authorized to execute said instrument. WITNESS my hand and official seal the day and year first above written.

Maime L. Green
Notary Public in and for the
State of W. Va., residing at
Epstein



ACKNOWLEDGMENT

STATE OF Washington
COUNTY OF Snohomish

This is to certify that on this 7 day of July, 1973, A.D., before me, the undersigned, a Notary Public, personally appeared Arthur N. Arndt and Lottie B. Arndt, to me known to be the persons who executed the within dedication, and acknowledged to me that they signed and sealed the same as their voluntary act and deed for the uses and purposes therein mentioned and on oath stated that they were authorized to execute said instrument. WITNESS my hand and official seal the day and year first above written.

Maime L. Green
Notary Public in and for the
State of W. Va., residing at
Epstein



RECEIVED
AUG 8 - 1973
BY Elna Raab, Dep
DOUGLAS COUNTY AUDITOR

JOB NO.	<u>05 23 12</u>
WRITTEN BY	<u>DR</u>
CHECKED	<u>WSP</u>
COMPARED	<u>gh</u>
DATE	<u>6/29/73</u>
THE WEEKDAY NEWS ENVIRONMENTAL NEWS	

AVG 3 - 1973

3.10

3

INDEXED
✓ DIRECT
✓ REVERSE
RECORDED
COMPARED
PAGED

Filed for record on this 8 day
Aug 10 1973 at 8:49 A.M. at
the request of Murray M. Bennett

Edna Jensen
Auditor Douglas County
Environmental
Group

Erudyn Smith
Dep.

EASEMENT

169533

We, the undersigned owners in fee simple of the land hereby described, hereby declare, grant and dedicate this easement to the BADGER MOUNTAIN PROPERTY OWNER'S ASSOCIATION, INC., together with the non-exclusive use thereof for the residents and occupants therein, their guests and service to said residents not inconsistent with use in common with other residents. The undersigned owners, however, reserve the right to the non-exclusive use of the easement herein described for themselves, their successors and their assigns, forever. The BADGER MOUNTAIN PROPERTY OWNER'S ASSOCIATION shall have the right to make all necessary slopes for cuts and fills upon the adjacent lots in the reasonable grading of all streets, avenues, and places of the easement hereby described; also the right to drain all streets over and across any adjacent lot or lots where water might take a natural course after the streets are originally graded. This easement right is for that portion of Section 11 Township 24 North, Range 21 East, W.M., being a strip of land lying 30 feet perpendicularly distant on either side of the following described centerline and its production thereof.

Beginning at the section corners common to Sections 10, 11, 15, 14, Township 24 North, Range 21 East, W.M., thence North 0° 23' 33" West 619.14 feet along the West line of said Section 11 to the Northwest corner of Lot 43 of the plat of Badger Mountain A, as recorded in Volume C of plans, page 84, Records of Douglas County, Washington, and the True Point of Beginning of said easement centerline. Thence South 89° 46' 32" East 725.04 feet to an existing easement, as recorded under Auditor's File No. 169531, and the terminus of said easement centerline.

IN WITNESS WHEREOF we have set our hands and seals.

John F. Hobbs
JOHN F. HOBBS

Jack J. Corning
JACK J. CORNING

The John's Company, a Joint Venture

Arthur N. Arndt
ARTHUR N. ARNDT

Lottie B. Arndt
LOTTIE B. ARNDT

ACKNOWLEDGMENT

STATE OF Washington
COUNTY OF Snohomish

This is to certify that on this 8th day of Aug, 1973, A.D., before me, the undersigned, a Notary Public, personally appeared John F. Hobbs of THE JOHN'S COMPANY, A JOINT VENTURE, to me known to be the person who executed the within dedication, and acknowledged to me that he signed and sealed the same as his voluntary act and deed for the uses and purposes therein mentioned and on oath stated that he was authorized to execute said instrument. WITNESS my hand and official seal the day and year first above written.



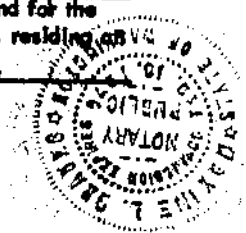
Murray M. Bennett
Notary Public in and for the
State of Washington residing at
Spokane

ACKNOWLEDGMENT

STATE OF Washington
COUNTY OF Grant

This is to certify that on this 17 day of July, 1973, A.D., before me, the undersigned, a Notary Public, personally appeared Jack J. Coming of THE JOHN'S COMPANY, A JOINT VENTURE, to me known to be the person who executed the within dedication, and acknowledged to me that he signed and sealed the same as his voluntary act and deed for the uses and purposes therein mentioned and on oath stated that he was authorized to execute said instrument. WITNESS my hand and official seal the day and year first above written.

Maria L. Brown
Notary Public in and for the
State of Wa. residing at Elphinston

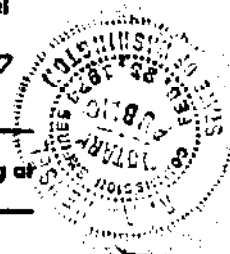


ACKNOWLEDGMENT

STATE OF Washington
COUNTY OF Snohomish

This is to certify that on this _____ day of July, 1973, A.D., before me, the undersigned, a Notary Public, personally appeared Arthur N. Arndt and Lottie B. Arndt, to me known to be the persons who executed the within dedication, and acknowledged to me that they signed and sealed the same as their voluntary act and deed for the uses and purposes therein mentioned and on oath stated that they were authorized to execute said instrument. WITNESS my hand and official seal the day and year first above written.

Arthur N. Arndt
Notary Public in and for the
State of Wash. residing at Wahat



JOB NO. 83112
WRITTEN BY DR
CHECKED WSP
COMPARED sh
WSP
DATE 6/28/73
THE EMPLOYMENT SECURITY
DEPARTMENT

RECEIVED
AUG 8 - 1973
BY Elva Rash Dep
DOUGLAS COUNTY AUDITOR

300



RIGHT OF WAY EASEMENT

THE GRANTOR, Badger Mountain Association

For a valuable consideration convey s and warrant a to General Telephone Company of the Northwest, Inc., a corporation, and to no others a corporation, and their successors or assigns, and licensees and other persons as may be authorized by General Telephone Company of the Northwest, Inc., a perpetual right of way and easement over, under, above, and across the following described property;

TO WIT: ~~all private roads in the plats of Badger Mountain A and Badger Mountain B.~~

all private roads owned by Badger Mountain Property Owners Association in Divisions A, B, C of Badger Mountain. All underground telephone lines to be located no closer than 5' from the edge of road wherever possible. Any damage to roads caused by GTE shall be repaired at their expense to previous conditions or better.

County of: Douglas State of: Washington

Together with the right to install, inspect, and maintain all of the facilities necessary to provide communication service, power service, and other related services located on said right of way and easement, including the trimming or removal of any brush, trees, shrubs, structures or objects that may interfere with the construction, maintenance and operation of said services.

DATED THIS 21 day of May, 1982

215927

Mortgagee _____

Grantor Badger Mountain Property Owners Assn

By It's _____

Grantor Virgil L. Shillam, President

(Corporate Seal)

INDIVIDUAL ACKNOWLEDGMENT

INDEXED
DIRECT REVERSE
RECORDED
COMPARED
PAGED

STATE OF _____)
) ss.
County of _____)

BOOK OF msal FOR

General Telephone Co

ON this _____ day of _____, 1982, before me, Virgil L. Shillam a Notary Public in and for the State of _____, duly commissioned and sworn personally appeared _____ to me

known to be the individual described in and who executed the foregoing instrument, and acknowledged to me that he signed and sealed the said instrument as free and voluntary act and deed for the uses and purposes therein mentioned.

WITNESS my hand and official seal hereto affixed the day and year in this certificate above written.

Notary Public in/for the State of _____
Residing at _____

MORTGAGEE - CORPORATION ACKNOWLEDGMENT

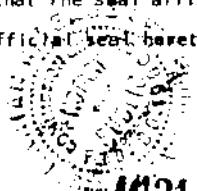
STATE OF Washington)
) ss.
County of King)

ON this 21st day of May, 1982, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn personally appeared Virgil L. Shillam to me known to be the _____

President and Secretary of Badger Mountain Property Owners Association the corporation that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act of said corporation, for the purposes therein mentioned, and on oath stated that he 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 in this certificate above written.

Marion H. Geager
Notary Public for the State of Washington
Residing at Kirkland



July 26, 1982

7.00

DECLARATIONS OF COVENANTS AND RESTRICTIONS

THIS DECLARATION, made this 20 day of April, 1973,

by JOHN P. HOBBS and JOHN J. CORNING, d/b/a THE JOHN'S COMPANY, INC., a Washington Joint Venture, hereinafter referred to as "Declarant".

168495

WITNESSETH:

The Declarant is the owner of certain real property located in the County of Douglas, State of Washington, described as:

1. The North Half of the Northeast Quarter (N $\frac{1}{2}$ NE $\frac{1}{4}$); The South Half of the North Half (S $\frac{1}{2}$ N $\frac{1}{2}$) and the South Half (S $\frac{1}{2}$) of Section 11, Township 24 North, of Range 21, East of the Willamette Meridian
2. The Northeast Quarter of the Northwest Quarter (NE $\frac{1}{4}$ NW $\frac{1}{4}$) of Section 11, Township 24 North, Range 21 E., W.M.
3. Southeast Quarter (SE $\frac{1}{4}$); the North Half of the Southwest Quarter (N $\frac{1}{2}$ SW $\frac{1}{4}$) Tax No. 1 in the South Half of the Southwest Quarter (S $\frac{1}{2}$ SW $\frac{1}{4}$) of Section 12, Township 24 North, Range 21 E., W.M.
4. The North Half of the Northeast Quarter of the Northeast Quarter (N $\frac{1}{2}$ NE $\frac{1}{4}$ NE $\frac{1}{4}$) the West Half of the Northeast Quarter (W $\frac{1}{2}$ NE $\frac{1}{4}$); and the Southwest Quarter of the Southwest Quarter (SW $\frac{1}{4}$ SW $\frac{1}{4}$) of Section 13, Township 24 North, Range 21 E., W.M.
5. The South Half of the Northwest Quarter (S $\frac{1}{2}$ NW $\frac{1}{4}$); the North Half of the South Half of Northeast Quarter of the Northeast Quarter (N $\frac{1}{2}$ S $\frac{1}{2}$ NE $\frac{1}{4}$ NE $\frac{1}{4}$) of Section 13, Township 24 North, Range 21, E., W.M.
6. Tax No. 1 in NW $\frac{1}{4}$ NW $\frac{1}{4}$, Section 13, Township 24 North, Range 21 E., W.M.
7. The East Half of the Northeast Quarter (E $\frac{1}{2}$ NE $\frac{1}{4}$); the Southeast Quarter (SE $\frac{1}{4}$) of Section 14, Township 24 North, Range 21 E., W.M.
8. The Northeast Quarter (NE $\frac{1}{4}$); The East Half of the Northwest Quarter (E $\frac{1}{2}$ NW $\frac{1}{4}$) of Section 23 Township 24 North, Range 21 E., W.M.
9. The West Half of the West Half (W $\frac{1}{2}$ W $\frac{1}{2}$) of Section 24 Township 24 North, of Range 21 E., W.M.
10. Lots 3 and 4 in Section 7, and Lots 1 and 2 in Section 16, Township 24 North, Range 22 E., W.M.
11. That portion of the south half of the Southwest Quarter of Section 12, Township 24 North, Range 21 East of the Willamette Meridian, Douglas County, Washington, lying southeasterly of the County Road, AND ALSO that portion of the north half of the Northwest Quarter of Section 13, Township 24 North, Range 21 East of the Willamette Meridian, lying southeasterly of the County Road, all in Douglas County, Washington.

THERE IS HEREBY EXCEPTED from this description the communication site presently leased for that purpose to another party.

Declarant will convey the said property, subject to the following covenants and restrictions.

168495

NOW, THEREFORE, Declarant hereby declares that all of the property described above shall be held, sold and conveyed subject to the following covenants and restrictions, all of which are for the purpose of enhancing and protecting the value, desirability and attractiveness of the real property. These covenants and restrictions shall run with the land for a period of twenty (20) years from the date of recording and shall be binding upon all parties having or acquiring any right, title or interest in and to the above-described property or any part thereof, and the same shall inure to the benefit of each owner thereof; PROVIDED, that at the end of the said twenty years, the said covenants shall be automatically extended for successive periods of ten (10) years. Amendment hereto during the first twenty years may be accomplished by an instrument signed by not less than ninety percent (90%) of the parcel owners and thereafter by an instrument signed by not less than seventy-five percent (75%) of the parcel owners. Any amendment must be properly recorded.

ARTICLE I

Definitions

Section 1. "Association" shall mean the BADGER MOUNTAIN PROPERTY OWNERS ASSOCIATION, its successors and assigns, the same being a nonprofit corporation within the State of Washington.

Section 2. "Properties" shall mean and refer to that certain real property heretofore described, and any additions thereto, as may be acquired by the Association.

Section 3. "Parcel" shall mean and refer to any individual division of the above-described property.

Section 4. "Member" shall refer to every person or entity who holds a membership in the Association.

ARTICLE II

Covenant For Maintenance of Assessments

Section 1. The Declarant, for each parcel owned within the properties, hereby covenants, and each owner of any parcel by acceptance of a deed or of a contract obligation therefor, whether or not it shall be so expressed in any such deed, contract or other conveyance, is deemed to covenant and agree to pay to the Association annual, or monthly, assessments or charges. Such assessments

are to be fixed, established and collected from time to time as established by the Association. The monthly or annual assessments, together with such interest thereon and costs of collection thereof, as hereinafter provided, shall be a charge on the land and shall be a continuing lien upon the property against which the assessment is made. Any member who sells, and anyone who purchases, a parcel by contract, impliedly agrees that any unpaid charges, fees or assessments against said parcel shall, likewise, be a charge and a lien against the property sold and shall be a lien against the interest of both seller and purchaser. Each assessment, or charge, together with such interest, cost and reasonable attorney's fees, shall be the personal obligation of the person who was the owner of such property at the time when such assessment or charge became payable. Such personal obligation shall not pass to the successors in title, unless assumed by them.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively to acquire, construct, improve, develop, repair, maintain, operate, care for and/or dispose of roads, streets, alleys, culverts, drains and any and all kinds of types of facilities appurtenant thereto.

Section 3. (a) The amount of monthly and/or annual assessments or charges and the date of commencement thereof, shall be established by the Board of Directors at a meeting called for that purpose, such meeting to be held within thirty (30) days after the first annual meeting; PROVIDED that a notice to all members shall be given at least ten (10) days, and not more than fifteen (15) days prior to the said meeting.

(b) After the establishment of the rate of assessment, as aforesaid, the said assessment may be increased by the Board of Directors, without notice to or vote of the general membership, by an amount not to exceed the increase, if any, in the Consumer Price Index, as established by the "Consumer Price Index - United States City Average for Urban Wage Earners and Clerical Workers - all items".

Thereafter, the maximum monthly and/or annual assessment may be increased above that as aforesaid, only upon the affirmative vote of two-thirds

(2/3) of the members voting, in person or by proxy, at a meeting called for that purpose, written notice of which shall be sent to all members not less than thirty (30) days nor more than sixty (60) days in advance of said meeting.

(e) Fire protection requires grazing of the properties at least once each year. Therefore, the Declarant is hereby granted the right to provide for such grazing and shall have the right to lease said land for grazing or to provide for such grazing by any means which they may select, exercising their sole discretion. Declarant shall have the right to fence along the perimeter of the property herein described. Owners who desire to graze their own parcels or who do not desire to participate in the Declarant's grazing program, must fence their parcels at their sole expense.

(d) All assessments or charges must be set at a uniform rate for all parcels and may be collected as determined by the Board of Directors.

Section 4. Effect of Nonpayment of Assessments. Any assessments which are not paid when due shall be delinquent. If the assessment is not paid within thirty (30) days after the due date, the assessment shall bear interest from the date of delinquency at the rate of six percent (6%) per annum, and the Association may bring an action at law against the owner personally obligated to pay the same, or foreclose the lien against the parcel, and interest, costs and reasonable attorneys' fees of any such action shall be added to the amount of such assessment; PROVIDED, that a deed in lieu of foreclosure may be accepted. No owner may waive or otherwise escape liability for the assessments provided for herein by nonuse of the common area or abandonment of his parcel.

Section 5. Subordination of the Lien to Mortgages. The lien of the assessments provided herein shall be subordinate to the lien of any Mortgage or Deed of Trust and the Association will, upon demand, execute a written subordination in accordance with this paragraph. Sale or transfer of any parcels shall not affect the assessment lien; PROVIDED, however, that sale of any parcel pursuant to foreclosure of Mortgage or sale under Deed of Trust

shall extinguish the lien for such assessments as to the payments thereof which became due prior to such sale or transfer. No such sale or transfer shall relieve such parcel from liability from any assessments thereon becoming due, or from the lien thereof.

ARTICLE III

Covenants and Restrictions

Section 1. Nuisances. No noxious or offensive activity shall be carried on upon any of the said property, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood. Determination as to what is noxious or offensive rests with the Planning Committee.

Section 2. Refuse No lot shall be used or maintained as dumping ground for rubbish, refuse or garbage. Garbage or other waste shall not be kept excepting in sanitary containers. All incinerators and other equipment for the disposal or storage of such matter shall be kept in a clean and sanitary condition, and all incinerators shall be approved by the Planning Committee before installation or use.

Section 3. Sewerage Systems. No individual sewage disposal system shall be permitted on any lot or upon any of the said property unless the system is designed, located and constructed in accordance with the requirements, standards and recommendations of the Douglas County Public Health Authorities. Approval of such system as installed shall be obtained from such Authorities. All septic tanks shall have a minimum capacity of 750 gallons.

Section 4. Unkept Tracts. The Association shall have the right at all times to enter upon any tract of said property that is vacant or then unoccupied and after reasonable notice to the owner thereof do at the expense of the Association whatever is necessary to clean up and maintain the appearance thereof in a condition consistent with that of the other tracts within the said property. Authorized representatives of the Association are hereby authorized to inspect any or all of said property at reasonable times for the purpose of aiding in the enforcement of these covenants and restrictions. Any inspection requiring entry into a structure shall be made only during daylight hours and upon 24 hours' notice to the owner or occupant thereof.

IN WITNESS WHEREOF, the undersigned, being the Declarant, has hereunto set his hand and seal the day and year first above written.



J. F. Webb
JOHN F. WEBB

John J. Corning
JOHN J. CORNING

d/b/a THE JOHN'S COMPANY,
a Washington Joint Venture

Sharon K. Noss
SHARON K. NOSS

Mary Ann V. Corning
MARY ANN V. CORNING

INDEXED *ER*
DIRECT ✓
REVERSE ✓
RECORDED
COMPARED
PAGED

Filed for record on this 9 day
May 1973 at 953A of
the request of Corning & Sons, Inc.
Edna Jensen

Auditor Douglas County

Ernie Smith
Rep.

RECEIVED
MAY 9 - 1973
BY *Edna Jensen*
DOUGLAS COUNTY AUDITOR

Corning & Sons, Inc.
Rimrock Meadows
Box 845
Ephrata, Wa 98823

VOL. 4 PAGE 443

MAY 1973

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FILED OR RECORDED
BOOK OF 171383
Highland Recreation
OCT 20 PM 12:10

FIRST AMENDMENT TO DECLARATIONS
OF COVENANTS AND RESTRICTIONS

289735

DOUGLAS COUNTY
WASHINGTON
DEPUTY

Amendment to Declarations of Covenants and
Restrictions dated April 20, 1973, recorded at Douglas County
Auditor's File Number 168495, Volume 4 of Deeds, Pages 438 through
443 on May 9, 1973, and as referred to in Badger Mountain A Plat
recorded May 29, 1973, under Douglas County Auditor's File Number
168716 and Badger Mountain B Plat recorded January 16, 1974, under
Douglas County Auditor's File Number 171000, records of Douglas
County, Washington.

WHEREAS, the Declarations of Covenants and Restrictions dated
April 20, 1973, provide for the Amendment of the Declarations of
Covenants and Restrictions by an instrument signed by not less than
seventy-five percent (75%) of the parcel owners after expiration of
twenty (20) years from the date of recording of the Declarations of
Covenants and Restrictions;

AND WHEREAS, not less than seventy-five percent (75%) of the
parcel owners as referred to in the Declarations of Covenants and
Restrictions desire to amend the Declarations of Covenants and
Restrictions, as evidenced by their signatures fixed hereto;

NOW, THEREFORE, the Declarations of Covenants and Restrictions
dated April 20, 1973 as referred to above are hereby amended to read
in their entirety as follows:

"DECLARATIONS OF COVENANTS AND RESTRICTIONS

THIS DECLARATION, made this 20th day of April, 1973, by JOHN F.
HOBBS and JOHN J. CORNING, d/b/a THE JOHN'S COMPANY, INC.,

BOOK 383 PAGE 224

Washington Joint Venture, hereinafter referred to as 'Declarant'.

W I T N E S S E T H:

The Declarant is owner of certain real property located in the County of Douglas, State of Washington, described as:

1. The North Half of the Northeast Quarter (N 1/2 NE 1/4); The South Half of the North Half (S 1/2 N 1/2) and the South Half (S 1/2) of Section 11, Township 24 North, of Range 21, East of the Willamette Meridian.
2. The Northeast Quarter of the Northwest Quarter (NE 1/4 NW 1/4) of Section 11, Township 24 North, Range 21 E., W.M.
3. Southeast Quarter (SE 1/4); the North Half of the Southwest Quarter (N 1/2 SW 1/4) Tax No. 1 in the South Half of the Southwest Quarter (S 1/2 SW 1/4) of Section 12, Township 24 North, Range 21 E., W.M.
4. The North Half of the Northeast Quarter of the Northeast Quarter (N 1/2 NE 1/4 NE 1/4) the West Half of the Northeast Quarter (W 1/2 NE 1/4); and the Southwest Quarter of the Southwest Quarter (SW 1/4 SW 1/4) of Section 13, Township 24 North, Range 21 E., W.M.
5. The South Half of the Northwest Quarter (S 1/2 NW 1/4); the North Half of the South Half of Northeast Quarter of the Northeast Quarter (N 1/2 S 1/2 NE 1/4 NE 1/4) of Section 13, Township 24 North, Range 21, E., W.M.
6. Tax No. 1 in NW 1/4 NW 1/4 NW, Section 13, Township 24 North, Range 21 E., W.M.
7. The East Half of the Northeast Quarter (E 1/2 NE 1/4); The Southeast Quarter (SE 1/4) of Section 14, Township 24 North, Range 21 E., W.M.
8. The Northeast Quarter (NE 1/4); The East Half of the Northwest Quarter (E 1/2 NW 1/4) of Section 23 Township 24 North, Range 21 E. W.M.
9. The West Half of the West Half (W 1/2 W 1/2) of Section 24 Township 24 North, of Range 21 E. W.M.
10. Lots 3 and 4 in Section 7, and Lots 1 and 2 in Section 18, Township 24 North, Range 22 E., W.M.
11. That portion of the South Half of the Southwest Quarter of Section 12, Township 24 North, Range 21 East of the

Willamette Meridian, Douglas County, Washington, lying Southeasterly of the County Road, AND ALSO that portion of the North Half of the Northwest Quarter of Section 13, Township 24 North, Range 21 East of the Willamette Meridian, lying Southeasterly of the County Road, all in Douglas County, Washington.

THERE IS HEREBY EXCEPTED from this description the communication site presently leased for that purpose to another party.

Declarant will convey the said property, subject to the following covenants and restrictions.

NOW, THEREFORE, Declarant hereby declares that all the property described above shall be held, sold and conveyed subject to the following covenants and restrictions, all of which are for the purpose of enhancing and protecting the value, desirability and attractiveness of the real property. These covenants and restrictions shall run with the land for a period of twenty (20) years from the date of recording, to wit: May 9, 1973, and shall be binding upon all parties having or acquiring any rights, title or interest in and to the above described property or any part thereof, and the same shall inure to the benefit of each owner thereof; PROVIDED, that at the end of the said twenty (20) years, to wit: May 9, 1993, the said covenants shall be automatically extended until amended, repealed, or supplemented by the Highland Recreation Association. Any amendment, repeal or addition to these declarations of covenants and restrictions during the first twenty (20) years may be accomplished by an instrument signed by not less than ninety percent (90%) of the parcel owners and thereafter by an instrument which received at least two-thirds (2/3) of the votes cast at a meeting of the members with a quorum established and said voting members entitled to vote present

or represented by proxy. Any amendment, repeal, or addition to these Declarations of Covenants and Restrictions must be recorded with the Douglas County Auditor.

ARTICLE I

Definitions

Section 1. 'Association' shall mean the HIGHLAND RECREATION ASSOCIATION, its successors and assigns, if any.

Section 2. 'Properties' shall mean and refer to that certain real property heretofore described, and any additions thereto, as may be acquired by the Association.

Section 3. 'Parcel' shall mean and refer to any individual division of the above-described property.

Section 4. 'Member' shall refer to every person or entity who holds a membership in the Association.

ARTICLE II

Covenant For Maintenance of Assessments

Section 1. The Declarant for each parcel owned within the properties, hereby covenants, and each owner of any parcel by acceptance of a deed or of a contract obligation therefore, whether or not it shall be so expressed in any such deed, contract or other conveyance, is deemed to covenant and agree to pay to the Association annual, or monthly, assessments or charges, if any, fixed or established by the Association. Such assessments may be fixed, established and collected from time to time as may be established by the Association. The monthly or annual assessments, together with such interest thereon and cost of collection thereof, as hereinafter provided, shall be a charge on the land and shall be a continuing lien upon the property against which the assessment is made. Any member

who sells, and anyone who purchases, a parcel by a contract, impliedly agrees that any unpaid charges, fees or assessments against said parcel shall, likewise, be a charge and a lien against the property sold and shall be a lien against the interest of both seller and purchaser. Each assessment, or charge, if any, together with such interest, cost and reasonable attorney's fees, shall be the personal obligation of the person who was the owner of such property at the time when such assessment or charge became payable. Such personal obligation shall not pass to the successor's title, unless assumed by them in writing.

Section 2. Purpose of Assessments. Any assessments levied by the Association may be used to acquire, construct, improve, develop, repair, maintain, operate, care for and/or dispose of roads, streets, alleys, culverts, drains and any and all kinds of types of facilities appurtenant thereto.

Section 3. (a) The amount of monthly and/or annual assessments or charges, if any, and the date of commencement thereof, may be established by the Board of Directors of the Association at a meeting called for that purpose, such meeting to be held within thirty (30) days after the first annual meeting; PROVIDED that a notice to all members shall be given at least ten (10) days, and not more than fifteen (15) days prior to said meeting.

(b) Thereafter, the maximum monthly and/or annual assessment, if any, may be increased above that as aforesaid, only upon the affirmative vote of two-thirds (2/3) of the members voting, in person or by proxy, at a meeting called for that purpose, written notice of which shall be sent to all members not less than thirty (30) days nor more than sixty (60) days in advance of said meeting.

(c) Fire protection may require grazing of the properties or other remedial action to prevent the unreasonable risk of fire spreading to adjoining parcels. Owners shall take reasonable measures to prevent fire from spreading to adjoining parcels.

(d) Assessments or charges, if any, must be set at a uniform rate for all parcels and may be collected as determined by the board of directors of the association.

Section 4. Effect of Nonpayment of Assessments. Any assessments which are not paid when due shall be delinquent. If the assessment is not paid within sixty (60) days after the due date of the assessment shall incur a late charge penalty. Delinquent accounts may be assessed interest charges. The Association may bring an action at law against the owner personally obligated to pay the same, or foreclose the lien against the parcel, an interest, cost and reasonable attorney's fees of any such action shall be added to the amount of such assessment; PROVIDED, that a deed in lieu of foreclosure may be accepted. No owner may waive or otherwise escape liability for any assessment provided for herein by nonuse of the common area or abandonment of his parcel.

Section 5. Subordination of the Lien to Mortgages. The lien of the assessments provided herein shall be subordinate to the lien of any Mortgage or Deed of Trust and the Association will, upon demand, execute a written subordination in accordance with this paragraph. Sale or transfer of any parcels shall not affect the assessment lien; PROVIDED, however, that sale of any parcel pursuant to foreclosure of mortgage or sale under Deed of Trust shall extinguish the lien for such assessments as to the payments thereof which became due prior to such sale or transfer. No such sale or transfer shall relieve such parcel from liability from future assessments, if any, thereon

becoming due, or from the lien thereof.

ARTICLE III

Covenants and Restrictions

Section 1. Nuisances. No noxious or offensive activity shall be carried on upon any of the said property, or shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

Section 2. Refuse. No lot shall be used or maintained as dumping ground for rubbish, refuse or garbage. Garbage or other wastes shall not be kept except in sanitary containers. Any incinerators or other equipment for the disposal or storage of such matter shall be kept in a clean and sanitary condition.

Section 3. Sewerage Systems. No individual sewage disposal system shall be permitted on any lot or upon any of the said property unless the system is designed, located and constructed in accordance with the requirements, standards and recommendations of the Douglas County Public Health Authorities. Approval of such system as installed shall be obtained from such authorities.

Section 4. Upkeep of Tracts. Owners shall keep their tracts reasonably clean and maintained in a condition consistent with that of the other tracts within the said property."

WHEREFORE, the requisite parcel owners adopt this First Amendment to Declarations of Covenants and Restrictions as evidenced by their signatures attached hereto.

FIRST AMENDMENT TO DECLARATIONS OF COVENANTS AND RESTRICTIONS,
(Douglas County Auditor's File# 284926, Book 367, Pages 9-15).
Badger Mt. A, Lot(s) 53

Owner Signature: [Signature]

FIRST AMENDMENT TO DECLARATIONS OF COVENANTS AND RESTRICTIONS,
(Douglas County Auditor's File# 284926, Book 367, Pages 9-15).
Badger Mt. B, Lot(s) 110

Owner Signature: [Signature]

FIRST AMENDMENT TO DECLARATIONS OF COVENANTS AND RESTRICTIONS
(Douglas County File# 284926, Book 367, Pages 9-15), Owner

Signed:
Badger Mt. B, Lot(s) 13

FIRST AMENDMENT TO DECLARATIONS OF COVENANTS AND RESTRICTIONS,
(Douglas County Auditor's File# 284926, Book 367, Pages 9-15).
Badger Mt. A, Lot(s) 64

Owner Signature: [Signature]

FIRST AMENDMENT TO DECLARATIONS OF COVENANTS AND RESTRICTIONS,
(Douglas County Auditor's File# 284926, Book 367, Pages 9-15).
Badger Mt. A, Lot(s) 82

Owner Signature: [Signature]

FIRST AMENDMENT TO DECLARATIONS OF COVENANTS AND RESTRICTIONS,
(Douglas County Auditor's File# 284926, Book 367, Pages 9-15).
Badger Mt. A, Lot(s) 63

Owner Signature: [Signature]

FIRST AMENDMENT TO DECLARATIONS OF COVENANTS AND RESTRICTIONS
(Douglas County File# 284926, Book 367, Pages 9-15), Owner

Signed:
Badger Mt. B, Lot(s) 4

FIRST AMENDMENT TO DECLARATIONS OF COVENANTS AND RESTRICTIONS,
(Douglas County Auditor's File# 284926, Book 367, Pages 9-15).
Badger Mt. A, Lot(s) 44

Owner Signature: [Signature]

FIRST AMENDMENT TO DECLARATIONS OF COVENANTS AND RESTRICTIONS,
(Douglas County Auditor's File# 284926, Book 367, Pages 9-15).
Badger Mt. B, Lot(s) 69

Owner Signature: [Signature]

FIRST AMENDMENT TO DECLARATIONS OF COVENANTS AND RESTRICTIONS,
(Douglas County Auditor's File# 284926, Book 367, Pages 9-15).
Badger Mt. B, Lot(s) 113

Owner Signature: [Signature]

FIRST AMENDMENT TO DECLARATIONS
OF COVENANTS AND RESTRICTIONS -8-

FIRST AMENDMENT TO DECLARATIONS OF COVENANTS AND RESTRICTIONS,
(Douglas County Auditor's File# 284926, Book 367, Pages 9-15).
Badger Mt. B, Lot(s) 68
Owner Signature: [Signature]

FIRST AMENDMENT TO DECLARATIONS OF COVENANTS AND RESTRICTIONS,
(Douglas County Auditor's File# 284926, Book 367, Pages 9-15).
Badger Mt. B, Lot(s) 46
Owner Signature: [Signature]

FIRST AMENDMENT TO DECLARATIONS OF COVENANTS AND RESTRICTIONS,
(Douglas County Auditor's File# 284926, Book 367, Pages 9-15).
Badger Mt. A, Lot(s) 4
Owner Signature: [Signature]

FIRST AMENDMENT TO DECLARATIONS OF COVENANTS AND RESTRICTIONS,
(Douglas County Auditor's File# 284926, Book 367, Pages 9-15).
Badger Mt. A, Lot(s) 95
Owner Signature: [Signature]

FIRST AMENDMENT TO DECLARATIONS OF COVENANTS AND RESTRICTIONS,
(Douglas County Auditor's File# 284926, Book 367, Pages 9-15).
Badger Mt. A, Lot(s) 112
Owner Signature: [Signature]

FIRST AMENDMENT TO DECLARATIONS OF COVENANTS AND RESTRICTIONS,
(Douglas County Auditor's File# 284926, Book 367, Pages 9-15).
Badger Mt. A, Lot(s) 2 & 3
Owner Signature: [Signature]

FIRST AMENDMENT TO DECLARATIONS OF COVENANTS AND RESTRICTIONS,
(Douglas County Auditor's File# 284926, Book 367, Pages 9-15).
Badger Mt. B, Lot(s) 7
Owner Signature: [Signature]

FIRST AMENDMENT TO DECLARATIONS OF COVENANTS AND RESTRICTIONS,
(Douglas County Auditor's File# 284926, Book 367, Pages 9-15).
Badger Mt. A, Lot(s) 59
Owner Signature: [Signature]

FIRST AMENDMENT TO DECLARATIONS OF COVENANTS AND RESTRICTIONS,
(Douglas County Auditor's File# 284926, Book 367, Pages 9-15).
Badger Mt. B, Lot(s) 12 & 104
Owner Signature: [Signature]

FIRST AMENDMENT TO DECLARATIONS OF COVENANTS AND RESTRICTIONS
(Douglas County File# 284926, Book 367, Pages 9-15), Owner
Signed:
Badger Mt. A, Lot(s) 7

si

FIRST AMENDMENT TO DECLARATIONS
OF COVENANTS AND RESTRICTIONS -9-

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FIRST AMENDMENT TO DECLARATIONS OF COVENANTS AND RESTRICTIONS
(Douglas County File# 284926, Book 367, Pages 9-15), Owner

Signed:

Badger Mt. B, Lot(s) 18 1 Cathy Kelly

FIRST AMENDMENT TO DECLARATIONS OF COVENANTS AND RESTRICTIONS
(Douglas County File# 284926, Book 367, Pages 9-15), Owner

Signed:

Badger Mt. A, Lot(s) 130 1 William M. Stogdole

FIRST AMENDMENT TO DECLARATIONS OF COVENANTS AND RESTRICTIONS,
(Douglas County Auditor, s File# 284926, Book 367, Pages 9-15).

Badger Mt. A, Lot(s) 23
Owner Signature: H. Ruot

FIRST AMENDMENT TO DECLARATIONS OF COVENANTS AND RESTRICTIONS
(Douglas County File# 284926, Book 367, Pages 9-15), Owner

Signed:

Badger Mt. A, Lot(s) 97 1 Donald M. Buda Stacy Ann Buda

FIRST AMENDMENT TO DECLARATIONS OF COVENANTS AND RESTRICTIONS
(Douglas County File# 284926, Book 367, Pages 9-15), Owner

Signed:

Badger Mt. A, Lot(s) 134 1 George Griffiths

FIRST AMENDMENT TO DECLARATIONS OF COVENANTS AND RESTRICTIONS,
(Douglas County Auditor, s File# 284926, Book 367, Pages 9-15).

Badger Mt. B, Lot(s) 57
Owner Signature: X STEVEN O. SHAW

FIRST AMENDMENT TO DECLARATIONS OF COVENANTS AND RESTRICTIONS,
(Douglas County Auditor, s File# 284926, Book 367, Pages 9-15).

Badger Mt. B, Lot(s) 15
Owner Signature: X David

FIRST AMENDMENT TO DECLARATIONS OF COVENANTS AND RESTRICTIONS,
(Douglas County Auditor, s File# 284926, Book 367, Pages 9-15).

Badger Mt. A, Lot(s) 19
Owner Signature: X Robert Paul Breda

FIRST AMENDMENT TO DECLARATIONS OF COVENANTS AND RESTRICTIONS
(Douglas County File# 284926, Book 367, Pages 9-15), Owner

Signed:

Badger Mt. B, Lot(s) 6 1 Kathleen M. Raba

FIRST AMENDMENT TO DECLARATIONS OF COVENANTS AND RESTRICTIONS
(Douglas County File# 284926, Book 367, Pages 9-15), Owner

Signed:

Badger Mt. B, Lot(s) 24 1 Jim Ressler

FIRST AMENDMENT TO DECLARATIONS OF COVENANTS AND RESTRICTIONS
(Douglas County File# 284926, Book 367, Pages 9-15), Owner
Signed:
Badger Mt. A, Lot(s) 126 1. Margaret M. Reed

FIRST AMENDMENT TO DECLARATIONS OF COVENANTS AND RESTRICTIONS,
(Douglas County Auditor's File# 284926, Book 367, Pages 9-15).
Badger Mt. B, Lot(s) 42-43-44
Owner Signature: X Will J. Raffell

FIRST AMENDMENT TO DECLARATIONS OF COVENANTS AND RESTRICTIONS,
(Douglas County Auditor's File# 284926, Book 367, Pages 9-15).
Badger Mt. B, Lot(s) 28
Owner Signature: X Michael Brown

FIRST AMENDMENT TO DECLARATIONS OF COVENANTS AND RESTRICTIONS
(Douglas County File# 284926, Book 367, Pages 9-15), Owner
Signed:
Badger Mt. B, Lot(s) 93 1. X John Gutierrez

FIRST AMENDMENT TO DECLARATIONS OF COVENANTS AND RESTRICTIONS,
(Douglas County Auditor's File# 284926, Book 367, Pages 9-15).
Badger Mt. B, Lot(s) 132
Owner Signature: X James P. Jones

FIRST AMENDMENT TO DECLARATIONS OF COVENANTS AND RESTRICTIONS,
(Douglas County Auditor's File# 284926, Book 367, Pages 9-15).
Badger Mt. A, Lot(s) 45
Owner Signature: X Frank J. Martin

FIRST AMENDMENT TO DECLARATIONS OF COVENANTS AND RESTRICTIONS,
(Douglas County Auditor's File# 284926, Book 367, Pages 9-15).
Badger Mt. B, Lot(s) 91 & B
Owner Signature: X Jay B. Cunningham

FIRST AMENDMENT TO DECLARATIONS OF COVENANTS AND RESTRICTIONS,
(Douglas County Auditor's File# 284926, Book 367, Pages 9-15).
Badger Mt. A, Lot(s) 79
Owner Signature: X T. Kroll

FIRST AMENDMENT TO DECLARATIONS OF COVENANTS AND RESTRICTIONS,
(Douglas County Auditor's File# 284926, Book 367, Pages 9-15).
Badger Mt. A, Lot(s) 122
Owner Signature: X James J. Brown

FIRST AMENDMENT TO DECLARATIONS OF COVENANTS AND RESTRICTIONS,
(Douglas County Auditor's File# 284926, Book 367, Pages 9-15).
Badger Mt. A, Lot(s) 26
Owner Signature: Roy Kellay

FIRST AMENDMENT TO DECLARATIONS
OF COVENANTS AND RESTRICTIONS -11-

FIRST AMENDMENT TO DECLARATIONS OF COVENANTS AND RESTRICTIONS,
(Douglas County Auditor's File# 284926, Book 367, Pages 9-15).
Badger Mt. A, Lot(s) 101
Owner Signature: [Signature]

FIRST AMENDMENT TO DECLARATIONS OF COVENANTS AND RESTRICTIONS
(Douglas County File# 284926, Book 367, Pages 9-15), Owner
Signed:
Badger Mt. B, Lot(s) 33 1x Day & all

FIRST AMENDMENT TO DECLARATIONS OF COVENANTS AND RESTRICTIONS,
(Douglas County Auditor's File# 284926, Book 367, Pages 9-15).
Badger Mt. B, Lot(s) 127
Owner Signature: [Signature]

FIRST AMENDMENT TO DECLARATIONS OF COVENANTS AND RESTRICTIONS
(Douglas County File# 284926, Book 367, Pages 9-15), Owner
Signed:
Badger Mt. A, Lot(s) 117 1x [Signature]

FIRST AMENDMENT TO DECLARATIONS OF COVENANTS AND RESTRICTIONS,
(Douglas County Auditor's File# 284926, Book 367, Pages 9-15).
Badger Mt. A, Lot(s) 17
Owner Signature: [Signature]

FIRST AMENDMENT TO DECLARATIONS OF COVENANTS AND RESTRICTIONS,
(Douglas County Auditor's File# 284926, Book 367, Pages 9-15).
Badger Mt. A, Lot(s) 116
Owner Signature: [Signature]

FIRST AMENDMENT TO DECLARATIONS OF COVENANTS AND RESTRICTIONS
(Douglas County File# 284926, Book 367, Pages 9-15), Owner
Signed:
Badger Mt. B, Lot(s) 54 1x [Signature]

FIRST AMENDMENT TO DECLARATIONS OF COVENANTS AND RESTRICTIONS,
(Douglas County Auditor's File# 284926, Book 367, Pages 9-15).
Badger Mt. B, Lot(s) 59
Owner Signature: [Signature]

FIRST AMENDMENT TO DECLARATIONS OF COVENANTS AND RESTRICTIONS,
(Douglas County Auditor's File# 284926, Book 367, Pages 9-15).
Badger Mt. B, Lot(s) 34
Owner Signature: [Signature]

FIRST AMENDMENT TO DECLARATIONS OF COVENANTS AND RESTRICTIONS,
(Douglas County Auditor's File# 284926, Book 367, Pages 9-15).
Badger Mt. A, Lot(s) 89
Owner Signature: [Signature]

FIRST AMENDMENT TO DECLARATIONS
OF COVENANTS AND RESTRICTIONS -12-

FIRST AMENDMENT TO DECLARATIONS OF COVENANTS AND RESTRICTIONS
(Douglas County File# 284926, Book 367, Pages 9-15) Owner

Signed:
Badger Mt. A, Lot(s) 121 1x Edward H. Meyer

FIRST AMENDMENT TO DECLARATIONS OF COVENANTS AND RESTRICTIONS,
(Douglas County Auditor's File# 284926, Book 367, Pages 9-15).

Badger Mt. A, Lot(s) 95
Owner Signature: Alan D. Williams

FIRST AMENDMENT TO DECLARATIONS OF COVENANTS AND RESTRICTIONS,
(Douglas County Auditor's File# 284926, Book 367, Pages 9-15).

Badger Mt. B, Lot(s) 122
Owner Signature: J. C. Thompson

FIRST AMENDMENT TO DECLARATIONS OF COVENANTS AND RESTRICTIONS,
(Douglas County Auditor's File# 284926, Book 367, Pages 9-15).

Badger Mt. A, Lot(s) 148
Owner Signature: [Signature]

FIRST AMENDMENT TO DECLARATIONS OF COVENANTS AND RESTRICTIONS,
(Douglas County Auditor's File# 284926, Book 367, Pages 9-15).

Badger Mt. A, Lot(s) 119
Owner Signature: [Signature]

FIRST AMENDMENT TO DECLARATIONS OF COVENANTS AND RESTRICTIONS,
(Douglas County Auditor's File# 284926, Book 367, Pages 9-15).

Badger Mt. A, Lot(s) 103 and B-84
Owner Signature: [Signature]

FIRST AMENDMENT TO DECLARATIONS OF COVENANTS AND RESTRICTIONS,
(Douglas County Auditor's File# 284926, Book 367, Pages 9-15).

Badger Mt. A, Lot(s) 90-91
Owner Signature: Edward G. Bull

FIRST AMENDMENT TO DECLARATIONS OF COVENANTS AND RESTRICTIONS,
(Douglas County Auditor's File# 284926, Book 367, Pages 9-15).

Badger Mt. B, Lot(s) 25
Owner Signature: Edith L. Huxford

FIRST AMENDMENT TO DECLARATIONS OF COVENANTS AND RESTRICTIONS,
(Douglas County Auditor's File# 284926, Book 367, Pages 9-15).

Badger Mt. B, Lot(s) 37
Owner Signature: Francis P. Bonnell

FIRST AMENDMENT TO DECLARATIONS OF COVENANTS AND RESTRICTIONS,
(Douglas County Auditor's File# 284926, Book 367, Pages 9-15).

Badger Mt. A, Lot(s) 27-28-29
Owner Signature: Wanda L. Bunch

FIRST AMENDMENT TO DECLARATIONS
OF COVENANTS AND RESTRICTIONS -13-

BOOK 367 PAGE 296

FIRST AMENDMENT TO DECLARATIONS OF COVENANTS AND RESTRICTIONS,
(Douglas County Auditor's File# 284926, Book 367, Pages 9-15).
Badger Mt. B, Lot(s) 79-1 and 79-3
Owner Signature: X Kat [unclear]

FIRST AMENDMENT TO DECLARATIONS OF COVENANTS AND RESTRICTIONS
(Douglas County File# 284926, Book 367, Pages 9-15), Owner
Signed:
Badger Mt. A, Lot(s) 11 1x [unclear] [unclear]

FIRST AMENDMENT TO DECLARATIONS OF COVENANTS AND RESTRICTIONS,
(Douglas County Auditor's File# 284926, Book 367, Pages 9-15).
Badger Mt. B, Lot(s) 10
Owner Signature: X [unclear]

FIRST AMENDMENT TO DECLARATIONS OF COVENANTS AND RESTRICTIONS,
(Douglas County Auditor's File# 284926, Book 367, Pages 9-15).
Badger Mt. B, Lot(s) 126
Owner Signature: X Bora [unclear]

FIRST AMENDMENT TO DECLARATIONS OF COVENANTS AND RESTRICTIONS,
(Douglas County Auditor's File# 284926, Book 367, Pages 9-15).
Badger Mt. B, Lot(s) 16
Owner Signature: X [unclear]

FIRST AMENDMENT TO DECLARATIONS OF COVENANTS AND RESTRICTIONS,
(Douglas County Auditor's File# 284926, Book 367, Pages 9-15).
Badger Mt. B, Lot(s) 120
Owner Signature: X [unclear]

FIRST AMENDMENT TO DECLARATIONS OF COVENANTS AND RESTRICTIONS,
(Douglas County Auditor's File# 284926, Book 367, Pages 9-15).
Badger Mt. A, Lot(s) 5 and 6
Owner Signature: Jacqueline Lacey

FIRST AMENDMENT TO DECLARATIONS OF COVENANTS AND RESTRICTIONS,
(Douglas County Auditor's File# 284926, Book 367, Pages 9-15).
Badger Mt. A, Lot(s) 51
Owner Signature: X [unclear]

FIRST AMENDMENT TO DECLARATIONS OF COVENANTS AND RESTRICTIONS,
(Douglas County Auditor's File# 284926, Book 367, Pages 9-15).
Badger Mt. B, Lot(s) 3-26-38
Owner Signature: X [unclear]

FIRST AMENDMENT TO DECLARATIONS OF COVENANTS AND RESTRICTIONS,
(Douglas County Auditor's File# 284926, Book 367, Pages 9-15).
Badger Mt. A, Lot(s) 105
Owner Signature: X [unclear]

FIRST AMENDMENT TO DECLARATIONS
OF COVENANTS AND RESTRICTIONS -14-

FIRST AMENDMENT TO DECLARATIONS OF COVENANTS AND RESTRICTIONS,
(Douglas County Auditor, s File# 284926, Book 367, Pages 9-15).
Badger Mt. 206, Lot(s) 418B-C
Owner Signature: William J. Miller

FIRST AMENDMENT TO DECLARATIONS OF COVENANTS AND RESTRICTIONS,
(Douglas County Auditor's File# 284926, Book 367, Pages 9-15)
Badger Mt. A, Lot(s) 118

Owner Signature: X Anita Kassine

FIRST AMENDMENT TO DECLARATIONS OF COVENANTS AND RESTRICTIONS,
(Douglas County Auditor, s File# 284926, Book 367, Pages 9-15).
Badger Mt. B, Lot(s) 123

Owner Signature: X Thomas A. Brown

FIRST AMENDMENT TO DECLARATIONS OF COVENANTS AND RESTRICTIONS,
(Douglas County Auditor, s File# 284926, Book 367, Pages 9-15).
Badger Mt. A, Lot(s) 108-109-110

Owner Signature: X Charles Verette, Esquire

FIRST AMENDMENT TO DECLARATIONS OF COVENANTS AND RESTRICTIONS,
(Douglas County Auditor, s File# 284926, Book 367, Pages 9-15).
Badger Mt. A, Lot(s) 114-115

Owner Signature: Bob Woods

FIRST AMENDMENT TO DECLARATIONS OF COVENANTS AND RESTRICTIONS,
(Douglas County Auditor, s File# 284926, Book 367, Pages 9-15).
Badger Mt. B, Lot(s) 102

Owner Signature: X Lawrence Bennett

FIRST AMENDMENT TO DECLARATIONS OF COVENANTS AND RESTRICTIONS,
(Douglas County Auditor, s File# 284926, Book 367, Pages 9-15).
Badger Mt. B, Lot(s) 61

Owner Signature: Tod Marchouse

FIRST AMENDMENT TO DECLARATIONS OF COVENANTS AND RESTRICTIONS,
(Douglas County Auditor, s File# 284926, Book 367, Pages 9-15).
Badger Mt. B, Lot(s) 99

Owner Signature: X John A. Brown

FIRST AMENDMENT TO DECLARATIONS OF COVENANTS AND RESTRICTIONS,
(Douglas County Auditor, s File# 284926, Book 367, Pages 9-15).
Badger Mt. B, Lot(s) 5

Owner Signature: Kenneth C. Cate

FIRST AMENDMENT TO DECLARATIONS OF COVENANTS AND RESTRICTIONS,
(Douglas County Auditor, s File# 284926, Book 367, Pages 9-15).
Badger Mt. A, Lot(s) 8

Owner Signature: Danny S. Brown

FIRST AMENDMENT TO DECLARATIONS
OF COVENANTS AND RESTRICTIONS -15-

FIRST AMENDMENT TO DECLARATIONS OF COVENANTS AND RESTRICTIONS,
(Douglas County Auditor's File# 284926, Book 367, Pages 9-15).
Badger Mt. A, Lot(s) 66
Owner Signature: [Signature]

FIRST AMENDMENT TO DECLARATIONS OF COVENANTS AND RESTRICTIONS,
(Douglas County Auditor's File# 284926, Book 367, Pages 9-15).
Badger Mt. A, Lot(s) 107
Owner Signature: [Signature]

FIRST AMENDMENT TO DECLARATIONS OF COVENANTS AND RESTRICTIONS,
(Douglas County Auditor's File# 284926, Book 367, Pages 9-15).
Badger Mt. A, Lot(s) 31
Owner Signature: X [Signature]

FIRST AMENDMENT TO DECLARATIONS OF COVENANTS AND RESTRICTIONS
(Douglas County File# 284926, Book 367, Pages 9-15), Owner
Signed:
Badger Mt. A, Lot(s) 139 [Signature]

FIRST AMENDMENT TO DECLARATIONS OF COVENANTS AND RESTRICTIONS,
(Douglas County Auditor's File# 284926, Book 367, Pages 9-15).
Badger Mt. B, Lot(s) 66
Owner Signature: X [Signature]

FIRST AMENDMENT TO DECLARATIONS OF COVENANTS AND RESTRICTIONS
(Douglas County File# 284926, Book 367, Pages 9-15), Owner
Signed:
Badger Mt. B, Lot(s) 50 [Signature]

FIRST AMENDMENT TO DECLARATIONS OF COVENANTS AND RESTRICTIONS,
(Douglas County Auditor's File# 284926, Book 367, Pages 9-15).
Badger Mt. B, Lot(s) 51
Owner Signature: X [Signature]

FIRST AMENDMENT TO DECLARATIONS OF COVENANTS AND RESTRICTIONS,
(Douglas County Auditor's File# 284926, Book 367, Pages 9-15).
Badger Mt. A, Lot(s) 132
Owner Signature: [Signature]

FIRST AMENDMENT TO DECLARATIONS OF COVENANTS AND RESTRICTIONS,
(Douglas County Auditor's File# 284926, Book 367, Pages 9-15).
Badger Mt. A, Lot(s) 35-36
Owner Signature: X [Signature]

FIRST AMENDMENT TO DECLARATIONS OF COVENANTS AND RESTRICTIONS,
(Douglas County Auditor's File# 284926, Book 367, Pages 9-15).
Badger Mt. A, Lot(s) 50
Owner Signature: X [Signature]

FIRST AMENDMENT TO DECLARATIONS
OF COVENANTS AND RESTRICTIONS -16-

FIRST AMENDMENT TO DECLARATIONS OF COVENANTS AND RESTRICTIONS,
(Douglas County Auditor, s File# 284926, Book 367, Pages 9-15).
Badger Mt. B, Lot(s) 31
Owner Signature: William H. [unclear]

FIRST AMENDMENT TO DECLARATIONS OF COVENANTS AND RESTRICTIONS,
(Douglas County Auditor, s File# 284926, Book 367, Pages 9-15).
Badger Mt. A, Lot(s) 144-145
Owner Signature: [unclear]

FIRST AMENDMENT TO DECLARATIONS OF COVENANTS AND RESTRICTIONS,
(Douglas County Auditor, s File# 284926, Book 367, Pages 9-15).
Badger Mt. B, Lot(s) 108
Owner Signature: Lytle Hodge

FIRST AMENDMENT TO DECLARATIONS OF COVENANTS AND RESTRICTIONS,
(Douglas County Auditor, s File# 284926, Book 367, Pages 9-15).
Badger Mt. B, Lot(s) 52
Owner Signature: [unclear]

"FIRST AMENDMENT TO DECLARATIONS OF COVENANTS AND RESTRICTIONS"
applicable to Badger Mountain A, Lot(s) 71-123-124-129
Owner's Signature: [unclear]

FIRST AMENDMENT TO DECLARATIONS OF COVENANTS AND RESTRICTIONS,
(Douglas County Auditor, s File# 284926, Book 367, Pages 9-15).
Badger Mt. B, Lot(s) 74
Owner Signature: [unclear]

FIRST AMENDMENT TO DECLARATIONS OF COVENANTS AND RESTRICTIONS,
(Douglas County Auditor, s File# 284926, Book 367, Pages 9-15).
Badger Mt. B, Lot(s) 27
Owner Signature: Jarome J. L. Florca

FIRST AMENDMENT TO DECLARATIONS OF COVENANTS AND RESTRICTIONS,
(Douglas County Auditor, s File# 284926, Book 367, Pages 9-15).
Badger Mt. B, Lot(s) 133
Owner Signature: [unclear]

FIRST AMENDMENT TO DECLARATIONS OF COVENANTS AND RESTRICTIONS,
(Douglas County Auditor, s File# 284926, Book 367, Pages 9-15).
Badger Mt. A, Lot(s) 33
Owner Signature: [unclear]

FIRST AMENDMENT TO DECLARATIONS OF COVENANTS AND RESTRICTIONS,
(Douglas County Auditor, s File# 284926, Book 367, Pages 9-15).
Badger Mt. A, Lot(s) 143
Owner Signature: [unclear]

FIRST AMENDMENT TO DECLARATIONS OF COVENANTS AND RESTRICTIONS,
(Douglas County Auditor's File# 284926, Book 367, Pages 9-15).
Badger Mt. A, Lot(s) 37
Owner Signature: [Signature]

FIRST AMENDMENT TO DECLARATIONS OF COVENANTS AND RESTRICTIONS
(Douglas County File# 284926, Book 367, Pages 9-15), Owner
Signed:
Badger Mt. B, Lot(s) 125 [Signature]

FIRST AMENDMENT TO DECLARATIONS OF COVENANTS AND RESTRICTIONS,
(Douglas County Auditor's File# 284926, Book 367, Pages 9-15).
Badger Mt. B, Lot(s) 63-87
Owner Signature: [Signature]

FIRST AMENDMENT TO DECLARATIONS OF COVENANTS AND RESTRICTIONS,
(Douglas County Auditor's File# 284926, Book 367, Pages 9-15).
Badger Mt. B, Lot(s) 85
Owner Signature: [Signature]

FIRST AMENDMENT TO DECLARATIONS OF COVENANTS AND RESTRICTIONS,
(Douglas County Auditor's File# 284926, Book 367, Pages 9-15).
Badger Mt. A, Lot(s) 135
Owner Signature: [Signature]

FIRST AMENDMENT TO DECLARATIONS OF COVENANTS AND RESTRICTIONS,
(Douglas County Auditor's File# 284926, Book 367, Pages 9-15).
Badger Mt. A, Lot(s) 87-88
Owner Signature: [Signature]

FIRST AMENDMENT TO DECLARATIONS OF COVENANTS AND RESTRICTIONS,
(Douglas County Auditor's File# 284926, Book 367, Pages 9-15).
Badger Mt. A, Lot(s) 74
Owner Signature: [Signature]

FIRST AMENDMENT TO DECLARATIONS OF COVENANTS AND RESTRICTIONS,
(Douglas County Auditor's File# 284926, Book 367, Pages 9-15).
Badger Mt. A, Lot(s) 92
Owner Signature: [Signature]

FIRST AMENDMENT TO DECLARATIONS OF COVENANTS AND RESTRICTIONS
(Douglas County File# 284926, Book 367, Pages 9-15), Owner
Signed:
Badger Mt. B, Lot(s) 88 [Signature]

FIRST AMENDMENT TO DECLARATIONS OF COVENANTS AND RESTRICTIONS,
(Douglas County Auditor's File# 284926, Book 367, Pages 9-15).
Badger Mt. B, Lot(s) 79-3
Owner Signature: [Signature]

FIRST AMENDMENT TO DECLARATIONS OF COVENANTS AND RESTRICTIONS
(Douglas County File# 284926, Book 367, Pages 9-15), Owner

Signed:

Badger Mt. A, Lot(s) 113 1 Erichsen Hillbushen

FIRST AMENDMENT TO DECLARATIONS OF COVENANTS AND RESTRICTIONS,
(Douglas County Auditor's File# 284926, Book 367, Pages 9-15).

Badger Mt. A, Lot(s) 11
Owner Signature: Lo J Mata

FIRST AMENDMENT TO DECLARATIONS OF COVENANTS AND RESTRICTIONS,
(Douglas County Auditor's File# 284926, Book 367, Pages 9-15).

Badger Mt. A, Lot(s) 96
Owner Signature: [Signature]

FIRST AMENDMENT TO DECLARATIONS OF COVENANTS AND RESTRICTIONS,
(Douglas County Auditor's File# 284926, Book 367, Pages 9-15).

Badger Mt. A, Lot(s) 15
Owner Signature: [Signature]

FIRST AMENDMENT TO DECLARATIONS OF COVENANTS AND RESTRICTIONS,
(Douglas County Auditor's File# 284926, Book 367, Pages 9-15).

Badger Mt. A, Lot(s) 60
Owner Signature: X Marcos Martinez

FIRST AMENDMENT TO DECLARATIONS OF COVENANTS AND RESTRICTIONS,
(Douglas County Auditor's File# 284926, Book 367, Pages 9-15).

Badger Mt. B, Lot(s) 23
Owner Signature: X [Signature]

FIRST AMENDMENT TO DECLARATIONS OF COVENANTS AND RESTRICTIONS,
(Douglas County Auditor's File# 284926, Book 367, Pages 9-15).

Badger Mt. A, Lot(s) 127
Owner Signature: X Robert Dorn

FIRST AMENDMENT TO DECLARATIONS OF COVENANTS AND RESTRICTIONS,
(Douglas County Auditor's File# 284926, Book 367, Pages 9-15).

Badger Mt. B, Lot(s) 45
Owner Signature: [Signature]

FIRST AMENDMENT TO DECLARATIONS OF COVENANTS AND RESTRICTIONS
(Douglas County File# 284926, Book 367, Pages 9-15), Owner

Signed:

Badger Mt. A, Lot(s) 70 1 Oscar S. Sison

FIRST AMENDMENT TO DECLARATIONS OF COVENANTS AND RESTRICTIONS
(Douglas County File# 284926, Book 367, Pages 9-15), Owner

Signed:

Badger Mt. A, Lot(s) 52 [Signature]

FIRST AMENDMENT TO DECLARATIONS OF COVENANTS AND RESTRICTIONS,
(Douglas County Auditor's File# 284926, Book 367, Pages 9-15).
Badger Mt. B, Lot(s) 29
Owner Signature: [Signature]

FIRST AMENDMENT TO DECLARATIONS OF COVENANTS AND RESTRICTIONS,
(Douglas County Auditor's File# 284926, Book 367, Pages 9-15).
Badger Mt. B, Lot(s) 128
Owner Signature: [Signature]

FIRST AMENDMENT TO DECLARATIONS OF COVENANTS AND RESTRICTIONS
(Douglas County File# 284926, Book 367, Pages 9-15), Owner
Signed:
Badger Mt. B, Lot(s) 103 [Signature]

FIRST AMENDMENT TO DECLARATIONS OF COVENANTS AND RESTRICTIONS,
(Douglas County Auditor's File# 284926, Book 367, Pages 9-15).
Badger Mt. A, Lot(s) 78-83
Owner Signature: [Signature]

FIRST AMENDMENT TO DECLARATIONS OF COVENANTS AND RESTRICTIONS,
(Douglas County Auditor's File# 284926, Book 367, Pages 9-15).
Badger Mt. B, Lot(s) 100
Owner Signature: [Signature]

FIRST AMENDMENT TO DECLARATIONS OF COVENANTS AND RESTRICTIONS,
(Douglas County Auditor's File# 284926, Book 367, Pages 9-15).
Badger Mt. A, Lot(s) 46-47
Owner Signature: [Signature]

FIRST AMENDMENT TO DECLARATIONS OF COVENANTS AND RESTRICTIONS
(Douglas County File# 284926, Book 367, Pages 9-15), Owner
Signed:
Badger Mt. A, Lot(s) 72 [Signature]
(Please sign above and return.)

FIRST AMENDMENT TO DECLARATIONS OF COVENANTS AND RESTRICTIONS,
(Douglas County Auditor's File# 284926, Book 367, Pages 9-15).
Badger Mt. A, Lot(s) 131
Owner Signature: [Signature]

FIRST AMENDMENT TO DECLARATIONS OF COVENANTS AND RESTRICTIONS,
(Douglas County Auditor's File# 284926, Book 367, Pages 9-15).
Badger Mt. B, Lot(s) 119
Owner Signature: [Signature]

FIRST AMENDMENT TO DECLARATIONS OF COVENANTS AND RESTRICTIONS,
(Douglas County Auditor's File# 284926, Book 367, Pages 9-15).
Badger Mt. A, Lot(s) 39
Owner Signature: [Signature]

FIRST AMENDMENT TO DECLARATIONS OF COVENANTS AND RESTRICTIONS,
(Douglas County Auditor's File# 284926, Book 367, Pages 9-15).
Badger Mt. B, Lot(s) 53
Owner Signature: [Signature]

FIRST AMENDMENT TO DECLARATIONS OF COVENANTS AND RESTRICTIONS
(Douglas County File# 284926, Book 367, Pages 9-15), Owner
Signed:
Badger Mt. B, Lot(s) A [Signature]

FIRST AMENDMENT TO DECLARATIONS OF COVENANTS AND RESTRICTIONS
(Douglas County File# 284926, Book 367, Pages 9-15), Owner
Signed:
Badger Mt. B, Lot(s) 86 [Signature]

FIRST AMENDMENT TO DECLARATIONS OF COVENANTS AND RESTRICTIONS,
(Douglas County Auditor's File# 284926, Book 367, Pages 9-15).
Badger Mt. B, Lot(s) 70-71-72
Owner Signature: [Signature]

FIRST AMENDMENT TO DECLARATIONS OF COVENANTS AND RESTRICTIONS,
(Douglas County Auditor's File# 284926, Book 367, Pages 9-15).
Badger Mt. A, Lot(s) 56
Owner Signature: [Signature]

FIRST AMENDMENT TO DECLARATIONS OF COVENANTS AND RESTRICTIONS,
(Douglas County Auditor's File# 284926, Book 367, Pages 9-15).
Badger Mt. B, Lot(s) 76
Owner Signature: [Signature]

FIRST AMENDMENT TO DECLARATIONS OF COVENANTS AND RESTRICTIONS,
(Douglas County Auditor's File# 284926, Book 367, Pages 9-15).
Badger Mt. A, Lot(s) 106
Owner Signature: [Signature]

FIRST AMENDMENT TO DECLARATIONS OF COVENANTS AND RESTRICTIONS,
(Douglas County Auditor's File# 284926, Book 367, Pages 9-15).
Badger Mt. B, Lot(s) 124
Owner Signature: [Signature]

FIRST AMENDMENT TO DECLARATIONS OF COVENANTS AND RESTRICTIONS
(Douglas County File# 284926, Book 367, Pages 9-15), Owner
Signed:
Badger Mt. B, Lot(s) 117 [Signature]

FIRST AMENDMENT TO DECLARATIONS OF COVENANTS AND RESTRICTIONS,
(Douglas County Auditor's File# 284926, Book 367, Pages 9-15).
Badger Mt. A, Lot(s) 12
Owner Signature: [Signature]

FIRST AMENDMENT TO DECLARATIONS
OF COVENANTS AND RESTRICTIONS -21-

FIRST AMENDMENT TO DECLARATIONS OF COVENANTS AND RESTRICTIONS,
(Douglas County Auditor's File# 284926, Book 367, Pages 9-15).
Badger Mt. B, Lot(s) 96
Owner Signature: [Signature]

FIRST AMENDMENT TO DECLARATIONS OF COVENANTS AND RESTRICTIONS,
(Douglas County Auditor's File# 284926, Book 367, Pages 9-15).
Badger Mt. A, Lot(s) 136-137-138
Owner Signature: [Signature] - Owner

FIRST AMENDMENT TO DECLARATIONS OF COVENANTS AND RESTRICTIONS,
(Douglas County Auditor's File# 284926, Book 367, Pages 9-15).
Badger Mt. B, Lot(s) 65
Owner Signature: [Signature]

FIRST AMENDMENT TO DECLARATIONS OF COVENANTS AND RESTRICTIONS,
(Douglas County Auditor's File# 284926, Book 367, Pages 9-15).
Badger Mt. A, Lot(s) 69
Owner Signature: [Signature]

FIRST AMENDMENT TO DECLARATIONS OF COVENANTS AND RESTRICTIONS,
(Douglas County Auditor's File# 284926, Book 367, Pages 9-15).
Badger Mt. A, Lot(s) 99-100
Owner Signature: [Signature]

FIRST AMENDMENT TO DECLARATIONS OF COVENANTS AND RESTRICTIONS,
(Douglas County Auditor's File# 284926, Book 367, Pages 9-15).
Badger Mt. A, Lot(s) 25 and 147
Owner Signature: [Signature]

FIRST AMENDMENT TO DECLARATIONS OF COVENANTS AND RESTRICTIONS,
(Douglas County Auditor's File# 284926, Book 367, Pages 9-15).
Badger Mt. A, Lot(s) 20
Owner Signature: [Signature]

FIRST AMENDMENT TO DECLARATIONS OF COVENANTS AND RESTRICTIONS,
(Douglas County Auditor's File# 284926, Book 367, Pages 9-15).
Badger Mt. B, Lot(s) 35
Owner Signature: [Signature]

FIRST AMENDMENT TO DECLARATIONS OF COVENANTS AND RESTRICTIONS,
(Douglas County Auditor's File# 284926, Book 367, Pages 9-15).
Badger Mt. A, Lot(s) 86
Owner Signature: [Signature]

FIRST AMENDMENT TO DECLARATIONS OF COVENANTS AND RESTRICTIONS,
(Douglas County Auditor's File# 284926, Book 367, Pages 9-15).
Badger Mt. A, Lot(s) 61-62
Owner Signature: [Signature]

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FIRST AMENDMENT TO DECLARATIONS OF COVENANTS AND RESTRICTIONS,
(Douglas County Auditor's File# 284926, Book 367, Pages 9-15).
Badger Mt. A, Lot(s) 80
Owner Signature: Theresa M. Kelly

FIRST AMENDMENT TO DECLARATION OF COVENANTS AND RESTRICTIONS,
(Douglas County Auditor's File# 284926, Book 367, Pages 9-15).
Badger Mt. A, Lot(s) 141
Owner Signature: James C. Quinn

FIRST AMENDMENT TO DECLARATIONS OF COVENANTS AND RESTRICTIONS,
(Douglas County Auditor's File# 284926, Book 367, Pages 9-15).
Badger Mt. B, Lot(s) 62
Owner Signature: James C. Quinn

FIRST AMENDMENT TO DECLARATIONS OF COVENANTS AND RESTRICTIONS,
(Douglas County Auditor's File# 284926, Book 367, Pages 9-15).
Badger Mt. A, Lot(s) 1+21
Owner Signature: Debra C. Dart

FIRST AMENDMENT TO DECLARATIONS OF COVENANTS AND RESTRICTIONS,
(Douglas County Auditor's File# 284926, Book 367, Pages 9-15).
Badger Mt. A, Lot(s) 42-43
Owner Signature: James C. Quinn

FIRST AMENDMENT TO DECLARATIONS OF COVENANTS AND RESTRICTIONS,
(Douglas County Auditor's File# 284926, Book 367, Pages 9-15).
Badger Mt. A, Lot(s) 30
Owner Signature: Caroline Adams

FIRST AMENDMENT TO DECLARATIONS OF COVENANTS AND RESTRICTIONS,
(Douglas County Auditor's File# 284926, Book 367, Pages 9-15).
Badger Mt. B, Lot(s) 67
Owner Signature: Michael E. Hanks

FIRST AMENDMENT TO DECLARATIONS OF COVENANTS AND RESTRICTIONS,
(Douglas County Auditor's File# 284926, Book 367, Pages 9-15).
Badger Mt. B, Lot(s) 101
Owner Signature: William H. Keeton

FIRST AMENDMENT TO DECLARATIONS OF COVENANTS AND RESTRICTIONS,
(Douglas County Auditor's File# 284926, Book 367, Pages 9-15).
Badger Mt. B, Lot(s) 39
Owner Signature: John G. Gentry

FIRST AMENDMENT TO DECLARATIONS OF COVENANTS AND RESTRICTIONS,
(Douglas County Auditor's File# 284926, Book 367, Pages 9-15).
Badger Mt. B, Lot(s) 111
Owner Signature: Robert L. Hutton

FIRST AMENDMENT TO DECLARATIONS
OF COVENANTS AND RESTRICTIONS -23-

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FIRST AMENDMENT TO DECLARATIONS OF COVENANTS AND RESTRICTIONS,
(Douglas County Auditor's File# 284926, Book 367, Pages 9-15).
Badger Mt. A, Lot(s) 6B
Owner Signature: [Signature]

FIRST AMENDMENT TO DECLARATIONS OF COVENANTS AND RESTRICTIONS,
(Douglas County Auditor's File# 284926, Book 367, Pages 9-15).
Badger Mt. A, Lot(s) 111
Owner Signature: [Signature]

FIRST AMENDMENT TO DECLARATIONS OF COVENANTS AND RESTRICTIONS,
(Douglas County Auditor's File# 284926, Book 367, Pages 9-15).
Badger Mt. B, Lot(s) 52
Owner Signature: [Signature]

FIRST AMENDMENT TO DECLARATIONS OF COVENANTS AND RESTRICTIONS,
(Douglas County Auditor's File# 284926, Book 367, Pages 9-15).
Badger Mt. A, Lot(s) 75
Owner Signature: [Signature]

FIRST AMENDMENT TO DECLARATIONS OF COVENANTS AND RESTRICTIONS,
(Douglas County Auditor's File# 284926, Book 367, Pages 9-15).
Badger Mt. B, Lot(s) 79-1
Owner Signature: [Signature]

FIRST AMENDMENT TO DECLARATIONS OF COVENANTS AND RESTRICTIONS,
(Douglas County Auditor's File# 284926, Book 367, Pages 9-15).
Badger Mt. B, Lot(s) 83
Owner Signature: [Signature]

FIRST AMENDMENT TO DECLARATIONS OF COVENANTS AND RESTRICTIONS,
(Douglas County Auditor's File# 284926, Book 367, Pages 9-15).
Badger Mt. A, Lot(s) 120

Owner Signature: [Signature]

FIRST AMENDMENT TO DECLARATIONS OF COVENANTS AND RESTRICTIONS,
(Douglas County Auditor's File# 284926, Book 367, Pages 9-15).
Badger Mt. B, Lot(s) 87
Owner Signature: [Signature]

FIRST AMENDMENT TO DECLARATIONS OF COVENANTS AND RESTRICTIONS,
(Douglas County Auditor's File# 284926, Book 367, Pages 9-15).
Badger Mt. A, Lot(s) 125
Owner Signature: [Signature]

FIRST AMENDMENT TO DECLARATIONS OF COVENANTS AND RESTRICTIONS,
(Douglas County Auditor's File# 284926, Book 367, Pages 9-15).
Badger Mt. A, Lot(s) 102
Owner Signature: [Signature]

FIRST AMENDMENT TO DECLARATIONS OF COVENANTS AND RESTRICTIONS,
(Douglas County Auditor's File# 284926, Book 367, Pages 9-15).
Badger Mt. B, Lot(s) 1
Owner Signature: [Signature]

FIRST AMENDMENT TO DECLARATIONS OF COVENANTS AND RESTRICTIONS,
(Douglas County Auditor's File# 284926, Book 367, Pages 9-15).
Badger Mt. A, Lot(s) 38
Owner Signature: David Kataghi

FIRST AMENDMENT TO DECLARATIONS OF COVENANTS AND RESTRICTIONS,
(Douglas County Auditor's File# 284926, Book 367, Pages 9-15).
Badger Mt. A, Lot(s) 146
Owner Signature: J. J. Brown

FIRST AMENDMENT TO DECLARATIONS OF COVENANTS AND RESTRICTIONS,
(Douglas County Auditor's File# 284926, Book 367, Pages 9-15).
Badger Mt. B, Lot(s) 74-75
Owner Signature: Joe. P. P. ...

FIRST AMENDMENT TO DECLARATIONS OF COVENANTS AND RESTRICTIONS,
(Douglas County Auditor's File# 284926, Book 367, Pages 9-15).
Badger Mt. A, Lot(s) 104
Owner Signature: X Shirley Koger POA

FIRST AMENDMENT TO DECLARATIONS OF COVENANTS AND RESTRICTIONS,
(Douglas County Auditor's File# 284926, Book 367, Pages 9-15).
Badger Mt. B, Lot(s) 82
Owner Signature: X [Signature]

FIRST AMENDMENT TO DECLARATIONS OF COVENANTS AND RESTRICTIONS,
(Douglas County Auditor's File# 284926, Book 367, Pages 9-15).
Badger Mt. A, Lot(s) 133
Owner Signature: X [Signature]

FIRST AMENDMENT TO DECLARATIONS OF COVENANTS AND RESTRICTIONS,
(Douglas County Auditor's File# 284926, Book 367, Pages 9-15).
Badger Mt. B, Lot(s) 93
Owner Signature: [Signature]

FIRST AMENDMENT TO DECLARATIONS OF COVENANTS AND RESTRICTIONS,
(Douglas County Auditor's File# 284926, Book 367, Pages 9-15).
Badger Mt. A, Lot(s) 85
Owner Signature: X [Signature]

FIRST AMENDMENT TO DECLARATIONS OF COVENANTS AND RESTRICTIONS,
(Douglas County Auditor's File# 284926, Book 367, Pages 9-15).
Badger Mt. B, Lot(s) 40
Owner Signature: X Mary Brewer

FIRST AMENDMENT TO DECLARATIONS OF COVENANTS AND RESTRICTIONS,
(Douglas County Auditor's File# 284926, Book 367, Pages 9-15).
Badger Mt. A, Lot(s) 9
Owner Signature: X [Signature]

FIRST AMENDMENT TO DECLARATIONS
OF COVENANTS AND RESTRICTIONS -25-

383 308

FIRST AMENDMENT TO DECLARATIONS OF COVENANTS AND RESTRICTIONS
(Douglas County File# 284926, Book 367, Pages 9-15), Owner

Signed:
Badger Mt. A, Lot(s) 55 1. Gene McLean W. L. Lott

FIRST AMENDMENT TO DECLARATIONS OF COVENANTS AND RESTRICTIONS
(Douglas County File# 284926, Book 367, Pages 9-15), Owner

Signed:
Badger Mt. A, Lot(s) 40 - 41 Edward C. Hammond W. L. Lott or

FIRST AMENDMENT TO DECLARATIONS OF COVENANTS AND RESTRICTIONS,
(Douglas County Auditor's File# 284926, Book 367, Pages 9-15).

Badger Mt. A, Lot(s) 73
Owner Signature: X Robert C. Green

FIRST AMENDMENT TO DECLARATIONS OF COVENANTS AND RESTRICTIONS,
(Douglas County Auditor's File# 284926, Book 367, Pages 9-15).

Badger Mt. A, Lot(s) 34
Owner Signature: X R. H. Small

FIRST AMENDMENT TO DECLARATIONS OF COVENANTS AND RESTRICTIONS,
(Douglas County Auditor's File# 284926, Book 367, Pages 9-15).

Badger Mt. B, Lot(s) 116
Owner Signature: X Wanda Linda Both Wanda Linda

FIRST AMENDMENT TO DECLARATIONS OF COVENANTS AND RESTRICTIONS,
(Douglas County Auditor's File# 284926, Book 367, Pages 9-15).

Badger Mt. B, Lot(s) 19
Owner Signature: X Pamela Kirkman Mel W. Lott

FIRST AMENDMENT TO DECLARATIONS OF COVENANTS AND RESTRICTIONS,
(Douglas County Auditor's File# 284926, Book 367, Pages 9-15).

Badger Mt. A, Lot(s) 16
Owner Signature: Clement Kestage

FIRST AMENDMENT TO DECLARATIONS OF COVENANTS AND RESTRICTIONS,
(Douglas County Auditor's File# 284926, Book 367, Pages 9-15).

Badger Mt. B, Lot(s) 73
Owner Signature: Richard Kestage

FIRST AMENDMENT TO DECLARATIONS OF COVENANTS AND RESTRICTIONS,
(Douglas County Auditor's File# 284926, Book 367, Pages 9-15).

Badger Mt. B, Lot(s) 79 - 79.2
Owner Signature: Tad L. Tuck

FIRST AMENDMENT TO DECLARATIONS OF COVENANTS AND RESTRICTIONS,
(Douglas County Auditor's File# 284926, Book 367, Pages 9-15).

Badger Mt. B, Lot(s) 107
Owner Signature: Wanda Linda

FIRST AMENDMENT TO DECLARATIONS OF COVENANTS AND RESTRICTIONS,
(Douglas County Auditor's File# 284926, Book 367, Pages 9-15).
Badger Mt. A, Lot(s) 94
Owner Signature: [Signature]

FIRST AMENDMENT TO DECLARATIONS OF COVENANTS AND RESTRICTIONS,
(Douglas County Auditor's File# 284926, Book 367, Pages 9-15).
Badger Mt. B, Lot(s) 118
Owner Signature: [Signature]

FIRST AMENDMENT TO DECLARATIONS OF COVENANTS AND RESTRICTIONS
(Douglas County File# 284926, Book 367, Pages 9-15), Owner
Signed:
Badger Mt. B, Lot(s) 114 1x Land 2x 284926

FIRST AMENDMENT TO DECLARATIONS OF COVENANTS AND RESTRICTIONS,
(Douglas County Auditor's File# 284926, Book 367, Pages 9-15).
Badger Mt. B, Lot(s) 115
Owner Signature: [Signature]

FIRST AMENDMENT TO DECLARATIONS OF COVENANTS AND RESTRICTIONS,
(Douglas County Auditor's File# 284926, Book 367, Pages 9-15).
Badger Mt. A, Lot(s) 18
Owner Signature: [Signature]

FIRST AMENDMENT TO DECLARATIONS OF COVENANTS AND RESTRICTIONS,
(Douglas County Auditor's File# 284926, Book 367, Pages 9-15).
Badger Mt. A, Lot(s) 57
Owner Signature: [Signature]

FIRST AMENDMENT TO DECLARATIONS OF COVENANTS AND RESTRICTIONS,
(Douglas County Auditor's File# 284926, Book 367, Pages 9-15).
Badger Mt. A, Lot(s) 32
Owner Signature: [Signature]

FIRST AMENDMENT TO DECLARATIONS OF COVENANTS AND RESTRICTIONS
(Douglas County File# 284926, Book 367, Pages 9-15), Owner
Signed:
Badger Mt. B, Lot(s) 121 1x 284926

FIRST AMENDMENT TO DECLARATIONS OF COVENANTS AND RESTRICTIONS,
(Douglas County Auditor's File# 284926, Book 367, Pages 9-15).
Badger Mt. B, Lot(s) 47
Owner Signature: [Signature] W

FIRST AMENDMENT TO DECLARATIONS OF COVENANTS AND RESTRICTIONS,
(Douglas County Auditor's File# 284926, Book 367, Pages 9-15).
Badger Mt. A, Lot(s) 22
Owner Signature: [Signature]

FIRST AMENDMENT TO DECLARATIONS
OF COVENANTS AND RESTRICTIONS -27-

383 310

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FIRST AMENDMENT TO DECLARATIONS OF COVENANTS AND RESTRICTIONS,
(Douglas County Auditor's File# 284926, Book 367, Pages 9-15).
Badger Mt. A, Lot(s) 4B
Owner Signature: Patricia L. Spoonamore

Douglas County Auditor,
I, Amedee Beaudoin,
owner of Lot 58-A of the
Highland Recreation Association,
vote to approve the First
Amendment to Declarations of
Covenants and Restrictions.

Amedee L. Beaudoin

FIRST AMENDMENT TO DECLARATIONS
OF COVENANTS AND RESTRICTIONS -78-

388-311

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BOOK OF M131 FOR

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INDEXED
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RECORDED
COMPASS
PAGED

Steven L. Larson

'82 JUL 30 AM 9:30

DOUGLAS COUNTY CLERK
WATERVILLE, WASHINGTON

ASSIGNMENT OF GRAZING RIGHTS

Shelby
DEPUTY

216032

FOR VALUE RECEIVED, JOHN F. HOBBS and JOHN J. CORNING, d/b/a THE JOHN'S COMPANY, INC., a Washington Joint Venture (hereinafter referred to as the "Assignor") hereby assigns to the BADGER MOUNTAIN PROPERTY OWNERS' ASSOCIATION, its successors or assigns (hereinafter referred to as the "Assignee"), all of Assignor's right, title and interest in and to grazing rights retained by Declarant in Section 3.(c) of each of those certain Declarations of Covenants and Restrictions more particularly described as follows:

1. Declaration of Covenants and Restrictions made July 10, 1972, by JOHN F. HOBBS and JOHN J. CORNING, d/b/a THE JOHN'S COMPANY, INC., and recorded August 2, 1972, under Douglas County Auditor's File No. 165363, Book 191, page 241, a copy of which is attached hereto as "Exhibit A" and by this reference incorporated herein as if fully set forth;

2. Declaration of Covenants and Restrictions made April 20, 1973, by JOHN F. HOBBS and JOHN J. CORNING, d/b/a THE JOHN'S COMPANY, INC., and recorded May 9, 1973, under Douglas County Auditor's File No. 168495, Book 4, page 438, a copy of which is attached hereto as "Exhibit B" and by this reference incorporated herein as if fully set forth.

In consideration for this Assignment of Grazing Rights, Assignee agrees to assume all obligations of Assignor which are set forth in Section 34.(c) of the aforesaid Declaration

July 30, 1982

and to indemnify and hold Assignor harmless from and against any and all costs, expenses (including attorneys' fees), claims, demands or causes of action arising, claimed or incurred by reason of any injury or damage to persons or property arising from or claimed by reason of any act or omission in the grazing of land subject to the aforesaid Declarations of Covenants and Restrictions, on or after the effective date of this Assignment.

This Assignment shall become effective as of the date it is duly recorded pursuant to Order by the Honorable William C. Goodloe, Judge of the Superior Court in and for the County of King, State of Washington, dated _____, 1982.

The term of this Assignment shall effective for a period of twenty (20) years from the date of recording; provided, that at the end of the said twenty (20) years, said Assignment shall be automatically extended for successive periods of ten (10) years each unless terminated by written notice signed by Assignee and/or Assignor and recorded not less thanb thirty (30) days prior to the expiration of the then existing term or automatic extension period.

This Assignment shall run with the land and shall bind and inure to the benefit of the parties hereto and their respective successors, assigns, heirs, administrators, executors and marital communities.

IN WITNESS WHEREOF, the parties have executed this Assignment of Grazing Rights as of February 15, 1982.

W.M.131 PAGE 269

JDS:njd
6/23/72

via 191 REG 241

DECLARATION OF COVENANTS AND RESTRICTIONS

THIS DECLARATION, made this 10th day of July, 1972,
by JOHN F. HOBBS and JOHN J. CORNING, d/b/a THE JOHN'S COMPANY, INC.,
a Washington Joint Venture, hereinafter referred to as "Declarant".

W I T N E S S E T H:

The Declarant is the owner of certain real property located
in the County of Douglas, State of Washington, described as:

N 1/2; N 1/2 S 1/2; S 1/2 SW; S 1/2 SWSE; SESF, Section
35, Township 25 N., Range 21, E., W.M.

N 1/2 NW ex. Tax #1; S 1/2 N 1/2; W 1/2 SW; N 1/2 NESW;
W 1/2 SENESW; W 1/2 E 1/2 SESW; N 1/2 N 1/2 SE; W 1/2
SESW; SWNESW; Section 25, Township 25 N., Range 21, E.,
W.M.

Tax #1 being a tract of land containing 7.6 acres situated
in the NE 1/4 of the NW 1/4, Section 25, Township 25 N.,
Range 21, E., W.M. and described as follows: Beginning
at the northwest corner of Section 25 thence north 88°16'
east along the north line of Section 25, 1779 feet more
or less to a point on the westerly right of way line of
the now existing primary state highway #2 said point
being the initial point of this description; thence con-
tinuing north 88°16' east along the north line of said
section 25 a distance of 623 feet; thence south 1°44'
east 350 feet; thence south 49°05' west 500 feet; thence
south 75°30' west 309 feet; thence north 1°44' west 334
feet more or less to the westerly right of way line of
the now existing primary state highway #2; thence in a
northerly direction along said westerly right of way
410 feet more or less to the said initial point, excepting
therefrom all lands contained in this description which
are within the limits of the right of way of the now
existing primary state highway #2.

S 1/2 SE, Section 26, Township 25 N., Range 21, E., W.M.

Declarant will convey the said property, subject to the
following covenants and restrictions.

VIA M131 PAGE 272

-1-

EXHIBIT II (A)

105363

(1804)

July 30, 1972

JDS:njd
6/23/72

vt 191 ME 242

NOW, THEREFORE, Declarant hereby declares that all of the property described above shall be held, sold and conveyed subject to the following covenants and restrictions, all of which are for the purpose of enhancing and protecting the value, desirability and attractiveness of the real property. These covenants and restrictions shall run with the land for a period of twenty (20) years from the date of recording and shall be binding upon all parties having or acquiring any right, title or interest in and to the above-described property or any part thereof, and the same shall inure to the benefit of each owner thereof; PROVIDED, that at the end of the said twenty years, the said covenants shall be automatically extended for successive periods of ten (10) years. Amendment hereto during the first twenty years may be accomplished by an instrument signed by not less than ninety percent (90%) of the parcel owners and thereafter by an instrument signed by not less than seventy-five percent (75%) of the parcel owners. Any amendment must be properly recorded.

ARTICLE I

Definitions

Section 1. "Association" shall mean the DEER CREEK PROPERTY OWNERS ASSOCIATION, its successors and assigns, the same being a nonprofit corporation within the State of Washington.

Section 2. "Properties" shall mean and refer to that certain real property heretofore described, and any additions thereto, as may be acquired by the Association.

Section 3. "Parcel" shall mean and refer to any individual division of the above-described property.

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JOS:njd
6/23/72

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Section 4. "Member" shall refer to every person or entity who holds a membership in the Association.

ARTICLE II

Covenant For Maintenance of Assessments

Section 1. The Declarant, for each parcel owned within the properties, hereby covenants, and each owner of any parcel by acceptance of a deed or of a contract obligation therefor, whether or not it shall be so expressed in any such deed, contract or other conveyance, is deemed to covenant and agree to pay to the Association annual, or monthly, assessments or charges. Such assessments are to be fixed, established and collected from time to time as established by the Association. The monthly or annual assessments, together with such interest thereon and costs of collection thereof, as hereinafter provided, shall be a charge on the land and shall be a continuing lien upon the property against which the assessment is made. Any member who sells, and anyone who purchases, a parcel by contract, impliedly agrees that any unpaid charges, fees or assessments against said parcel shall, likewise, be a charge and a lien against the property sold and shall be a lien against the interest of both the seller and purchaser. Each assessment, or charge, together with such interest, cost and reasonable attorneys' fees, shall be the personal obligation of the person who was the owner of such property at the time when such assessment or charge became payable. Such personal obligation shall not pass to the successors in title, unless assumed by them.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively to acquire,

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July 30, 1982

JDS:njd
7/28/72

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construct, improve, develop, repair, maintain, operate, care for and/or dispose of roads, streets, alleys, culverts, drains and any and all kinds of types of facilities appurtenant thereto.

Section 3. (a) The amount of monthly and/or annual assessments or charges and the date of commencement thereof, shall be established by the Board of Directors at a meeting called for that purpose, such meeting to be held within thirty (30) days after the first annual meeting; PROVIDED that a notice to all members shall be given at least ten (10) days, and not more than fifteen (15) days prior to the said meeting.

(b) After the establishment of the rate of assessment, as aforesaid, the said assessment may be increased by the Board of Directors, without notice to or vote of the general membership, by an amount not to exceed the increase, if any, in the Consumer Price Index, as established by the "Consumer Price Index - United States City Average for Urban Wage Earners and Clerical Workers - all items".

Thereafter, the maximum monthly and/or annual assessment may be increased above that as aforesaid, only upon the affirmative vote of two-thirds (2/3) of the members voting, in person or by proxy, at a meeting called for that purpose, written notice of which shall be sent to all members not less than thirty (30) days nor more than sixty (60) days in advance of said meeting.

(c) Fire protection requires grazing of the properties at least once each year. Therefore, the Declarant is hereby granted the right to provide for such grazing and shall have the right to lease said land for grazing or to provide for such

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JDS:njd
7/28/72

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grazing by any means which they may select, exercising their sole discretion. Owners who desire to graze their own parcels or who do not desire to participate in the Declarant's grazing program, must fence their parcels at their sole expense.

(d) All assessments or charges must be set at a uniform rate for all parcels and may be collected as determined by the Board of Directors.

Section 4. Effect of Nonpayment of Assessments. Any assessments which are not paid when due shall be delinquent. If the assessment is not paid within thirty (30) days after the due date, the assessment shall bear interest from the date of delinquency at the rate of six percent (6%) per annum, and the Association may bring an action at law against the owner personally obligated to pay the same, or foreclose the lien against the parcel, and interest, costs and reasonable attorneys' fees of any such action shall be added to the amount of such assessment; PROVIDED, that a deed in lieu of foreclosure may be accepted. No owner may waive or otherwise escape liability for the assessments provided for herein by nonuse of the common area or abandonment of his parcel.

Section 5. Subordination of the Lien to Mortgages.
The lien of the assessments provided herein shall be subordinate to the lien of any Mortgage or Deeds of Trust and the Association will, upon demand, execute a written subordination in accordance with this paragraph. Sale or transfer of any parcels shall not affect the assessment lien; PROVIDED, however, that sale of any parcel pursuant to foreclosure of Mortgage or sale under Deed of

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July 30 1972

JDS:njd
6/23/72

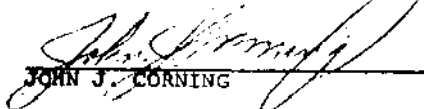
VOL 191 PAGE 246

Trust shall extinguish the lien for such assessments as to the payments thereof which became due prior to such sale or transfer. No such sale or transfer shall relieve such parcel from liability from any assessments thereon becoming due, or from the lien thereof.


IN WITNESS WHEREOF, the undersigned, being the Declarant, has hereunto set his hand and seal the day and year first above written.



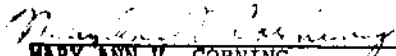
JOHN F. HOBBS



JOHN J. CORNING
d/b/a THE JOHN'S COMPANY, INC.
a Washington Joint Venture



SHARON K. HOBBS



MARY ANN V. CORNING

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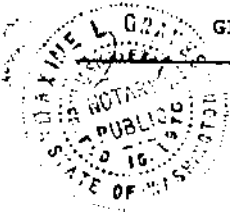
July 50, 1982

JDS:njd
6/23/72

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STATE OF WASHINGTON)
COUNTY OF Grant) ss.

On this day personally appeared before me JOHN F. HOBBS and SHARON K. HOBBS, his wife, to me known to be the individuals who executed the within and foregoing instrument, and acknowledged that they signed the same as their free and voluntary act and deed for the uses and purposes therein mentioned.



GIVEN under my hand and official seal this 10 day of July, 1972.

Marian S. Grance
NOTARY PUBLIC in and for the State of Washington, residing at Spokane.

STATE OF WASHINGTON)
COUNTY OF Grant) ss.

On this day personally appeared before me JOHN J. CORNING and MARY ANN V. CORNING, his wife, to me known to be the individuals who executed the within and foregoing instrument, and acknowledged that they signed the same as their free and voluntary act and deed for the uses and purposes therein mentioned.



GIVEN under my hand and official seal this 10 day of July, 1972.

Marian S. Grance
NOTARY PUBLIC in and for the State of Washington, residing at Spokane.

INDEXED
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REVERSE ✓
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COMPARED
PAID

2
Aug 23 1972
TRANSAMERICA TITLE INSURANCE CO.
Edna JAMES

Evelyn Smith
dep

M131 PAGE 278

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BY Lois DeWitt
DOUGLAS COUNTY AUDITOR

July 30, 1972

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DECLARATIONS OF COVENANTS AND RESTRICTIONS

THIS DECLARATION, made this 20 day of April, 1973,

by JOHN F. HOBBS and JOHN J. CORNING, d/b/a THE JOHN'S COMPANY, INC., a
Washington Joint Venture, hereinafter referred to as "Declarant".

168495

WITNESSETH:

The Declarant is the owner of certain real property located in the
County of Douglas, State of Washington, described as:

1. The North Half of the Northeast Quarter (N $\frac{1}{2}$ NE $\frac{1}{4}$); The South Half of the North Half (S $\frac{1}{2}$ N $\frac{1}{2}$) and the South Half (S $\frac{1}{2}$) of Section 11, Township 24 North, of Range 21, East of the Willamette Meridian
2. The Northeast Quarter of the Northwest Quarter (NE $\frac{1}{4}$ NW $\frac{1}{4}$) of Section 11, Township 24 North, Range 21 E., W.M.
3. Southeast Quarter (SE $\frac{1}{4}$); the North Half of the Southwest Quarter (N $\frac{1}{2}$ SW $\frac{1}{4}$) Tax No. 1 in the South Half of the Southwest Quarter (S $\frac{1}{2}$ SW $\frac{1}{4}$) of Section 12, Township 24 North, Range 21 E., W.M.
4. The North Half of the Northeast Quarter of the Northeast Quarter (N $\frac{1}{2}$ NENE) the West Half of the Northeast Quarter (W $\frac{1}{2}$ NE $\frac{1}{4}$); and the Southwest Quarter of the Southwest Quarter (SW $\frac{1}{4}$ SW $\frac{1}{4}$) of Section 13, Township 24 North, Range 21 E., W.M.
5. The South Half of the Northwest Quarter (S $\frac{1}{2}$ NW $\frac{1}{4}$); the North Half of the South Half of Northeast Quarter of the Northeast Quarter (N $\frac{1}{2}$ S $\frac{1}{2}$ NE $\frac{1}{4}$ NE $\frac{1}{4}$) of Section 13, Township 24 North, Range 21, E., W.M.
6. Tax No. 1 in NW $\frac{1}{4}$ NW $\frac{1}{4}$, Section 13, Township 24 North, Range 21 E., W.M.
7. The East Half of the Northeast Quarter (E $\frac{1}{2}$ NE $\frac{1}{4}$); the Southeast Quarter (SE $\frac{1}{4}$) of Section 14, Township 24 North, Range 21 E., W.M.
8. The Northeast Quarter (NE $\frac{1}{4}$); The East Half of the Northwest Quarter (E $\frac{1}{2}$ NW $\frac{1}{4}$) of Section 23 Township 24 North, Range 21 E., W.M.
9. The West Half of the West Half (W $\frac{1}{2}$ W $\frac{1}{2}$) of Section 24 Township 24 North, of Range 21 E., W.M.
10. Lots 3 and 4 in Section 7, and Lots 1 and 2 in Section 18, Township 24 North, Range 22 E., W.M.
11. That portion of the south half of the Southwest Quarter of Section 12, Township 24 North, Range 21 East of the Willamette Meridian, Douglas County, Washington, lying southeasterly of the County Road, AND ALSO that portion of the north half of the Northwest Quarter of Section 13, Township 24 North, Range 21 East of the Willamette Meridian, lying southeasterly of the County Road, all in Douglas County, Washington.

THERE IS HEREBY EXCEPTED from this description the communication site presently leased for that purpose to another party.

Declarant will convey the said property, subject to the following covenants and restrictions.

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EXHIBIT II (B)

July 30, 1982

NOW, THEREFORE, Declarant hereby declares that all of the property described above shall be held, sold and conveyed subject to the following covenants and restrictions, all of which are for the purpose of enhancing and protecting the value, desirability and attractiveness of the real property. These covenants and restrictions shall run with the land for a period of twenty (20) years from the date of recording and shall be binding upon all parties having or acquiring any right, title or interest in and to the above-described property or any part thereof, and the same shall inure to the benefit of each owner thereof; PROVIDED, that at the end of the said twenty years, the said covenants shall be automatically extended for successive periods of ten (10) years. Amendment hereto during the first twenty years may be accomplished by an instrument signed by not less than ninety percent (90%) of the parcel owners and thereafter by an instrument signed by not less than seventy-five percent (75%) of the parcel owners. Any amendment must be properly recorded.

ARTICLE I

Definitions

Section 1. "Association" shall mean the BADGER MOUNTAIN PROPERTY OWNERS ASSOCIATION, its successors and assigns, the same being a nonprofit corporation within the State of Washington.

Section 2. "Properties" shall mean and refer to that certain real property heretofore described, and any additions thereto, as may be acquired by the Association.

Section 3. "Parcel" shall mean and refer to any individual division of the above-described property.

Section 4. "Member" shall refer to every person or entity who holds a membership in the Association.

ARTICLE II

Covenant For Maintenance of Assessments

Section 1. The Declarant, for each parcel owned within the properties, hereby covenants, and each owner of any parcel by acceptance of a deed or of a contract obligation therefor, whether or not it shall be so expressed in any such deed, contract or other conveyance, is deemed to covenant and agree to pay to the Association annual, or monthly, assessments or charges. Such assessments

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July 30, 1982

are to be fixed, established and collected from time to time as established by the Association. The monthly or annual assessments, together with such interest thereon and costs of collection thereof, as hereinafter provided, shall be a charge on the land and shall be a continuing lien upon the property against which the assessment is made. Any member who sells, and anyone who purchases, a parcel by contract, impliedly agrees that any unpaid charges, fees or assessments against said parcel shall, likewise, be a charge and a lien against the property sold and shall be a lien against the interest of both seller and purchaser. Each assessment, or charge, together with such interest, cost and reasonable attorney's fees, shall be the personal obligation of the person who was the owner of such property at the time when such assessment or charge became payable. Such personal obligation shall not pass to the successors in title, unless assumed by them.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively to acquire, construct, improve, develop, repair, maintain, operate, care for and/or dispose of roads, streets, alleys, culverts, drains and any and all kinds of types of facilities appurtenant thereto.

Section 3. (a) The amount of monthly and/or annual assessments or charges and the date of commencement thereof, shall be established by the Board of Directors at a meeting called for that purpose, such meeting to be held within thirty (30) days after the first annual meeting; PROVIDED that a notice to all members shall be given at least ten (10) days, and not more than fifteen (15) days prior to the said meeting.

(b) After the establishment of the rate of assessment, as aforesaid, the said assessment may be increased by the Board of Directors, without notice to or vote of the general membership, by an amount not to exceed the increase, if any, in the Consumer Price Index, as established by the "Consumer Price Index - United States City Average for Urban Wage Earners and Clerical Workers - all items".

Thereafter, the maximum monthly and/or annual assessment may be increased above that as aforesaid, only upon the affirmative vote of two-thirds

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July 30, 1982

(2/3) of the members voting, in person or by proxy, at a meeting called for that purpose, written notice of which shall be sent to all members not less than thirty (30) days nor more than sixty (60) days in advance of said meeting.

(c) Fire protection requires grazing of the properties at least once each year. Therefore, the Declarant is hereby granted the right to provide for such grazing and shall have the right to lease said land for grazing or to provide for such grazing by any means which they may select, exercising their sole discretion. Declarant shall have the right to fence along the perimeter of the property herein described. Owners who desire to graze their own parcels or who do not desire to participate in the Declarant's grazing program, must fence their parcels at their sole expense.

(d) All assessments or charges must be set at a uniform rate for all parcels and may be collected as determined by the Board of Directors.

Section 4. Effect of Nonpayment of Assessments. Any assessments which are not paid when due shall be delinquent. If the assessment is not paid within thirty (30) days after the due date, the assessment shall bear interest from the date of delinquency at the rate of six percent (6%) per annum, and the Association may bring an action at law against the owner personally obligated to pay the same, or foreclose the lien against the parcel, and interest, costs and reasonable attorneys' fees of any such action shall be added to the amount of such assessment; PROVIDED, that a deed in lieu of foreclosure may be accepted. No owner may waive or otherwise escape liability for the assessments provided for herein by nonuse of the common area or abandonment of his parcel.

Section 5. Subordination of the Lien to Mortgages. The lien of the assessments provided herein shall be subordinate to the lien of any Mortgage or Deeds of Trust and the Association will, upon demand, execute a written subordination in accordance with this paragraph. Sale or transfer of any parcels shall not affect the assessment lien; PROVIDED, however, that sale of any parcel pursuant to foreclosure of Mortgage or sale under Deed of Trust

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-4-

July 30, 1982

shall extinguish the lien for such assessments as to the payments thereof which became due prior to such sale or transfer. No such sale or transfer shall relieve such parcel from liability from any assessments thereon becoming due, or from the lien thereof.

ARTICLE III

Covenants and Restrictions

Section 1. Nuisances. No noxious or offensive activity shall be carried on upon any of the said property, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood. Determination as to what is noxious or offensive rests with the Planning Committee.

Section 2. Refuse. No lot shall be used or maintained as dumping ground for rubbish, refuse or garbage. Garbage or other waste shall not be kept excepting in sanitary containers. All incinerators and other equipment for the disposal or storage of such matter shall be kept in a clean and sanitary condition, and all incinerators shall be approved by the Planning Committee before installation or use.

Section 3. Sewerage Systems. No individual sewage disposal system shall be permitted on any lot or upon any of the said property unless the system is designed, located and constructed in accordance with the requirements, standards and recommendations of the Douglas County Public Health Authorities. Approval of such system as installed shall be obtained from such Authorities. All septic tanks shall have a minimum capacity of 750 gallons.

Section 4. Unkept Tracts. The Association shall have the right at all times to enter upon any tract of said property that is vacant or then unoccupied and after reasonable notice to the owner thereof do at the expense of the Association whatever is necessary to clean up and maintain the appearance thereof in a condition consistent with that of the other tracts within the said property. Authorized representatives of the Association are hereby authorized to inspect any or all of said property at reasonable times for the purpose of aiding in the enforcement of these covenants and restrictions. Any inspection requiring entry into a structure shall be made only during daylight hours and upon 24 hours' notice to the owner or occupant thereof.

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IN WITNESS WHEREOF, the undersigned, being the Declarant, has hereunto set his hand and seal the day and year first above written.



John F. Hobbs
JOHN F. HOBBS

John J. Corning
JOHN J. CORNING
d/b/a THE JOHN'S COMPANY,
a Washington Joint Venture

Sharon K. Hobbs
SHARON K. HOBBS

Mary Ann V. Corning
MARY ANN V. CORNING

INDEXED *ER*
DIRECT ✓
REVERSE ✓
RECORDED
COMPARED
PAGED

Filed for record on this 9 day
May 19 73 at 8:53A M. at
the request of Corning & Sons, Inc.
Edna Jensen

Auditor Douglas County
Earl J. Smith
Dep.

RECEIVED
MAY 9 - 1973
BY *Edna Jensen*
DOUGLAS COUNTY AUDITOR

VOL **M131** PAGE **284**

Corning & Sons, Inc.
Rimrock Meadows
Box 845
Ephrata, Wa 98823

VOL **4** PAGE **443**

July 30, 1982

COPY, Informational Data from GRANTOR: High Land Recreation Association, (P.O. Box 25, Waterville, WA 98858), for GRANTEE: Owners of Property located in Plats of Badger Mountain, Divisions A, and B.

FOR HIGH LAND RECREATION ASSOCIATION:

Tad L. Tuck
Tad L. Tuck
Secretary/Treasurer

m 367
Tad L. Tuck

FIRST AMENDMENT TO DECLARATIONS OF COVENANTS AND RESTRICTIONS

Sandra Stadeland
This First Amendment to Declarations of Covenants and Restrictions dated April 20, 1973, recorded at Douglas County Auditor's File Number 168495, Volume 4 of Deeds, Pages 438 through 443 on May 9, 1973, and as referred to in Badger Mountain A Plat recorded May 29, 1973, under Douglas County Auditor's File Number 168716 and Badger Mountain B Plat recorded January 16, 1974, under Douglas County Auditor's File Number 171000, records of Douglas County, Washington.

281226

WHEREAS, the Declarations of Covenants and Restrictions dated April 20, 1973, provide for the Amendment of the Declarations of Covenants and Restrictions by an instrument signed by not less than seventy-five percent (75%) of the parcel owners after expiration of twenty (20) years from the date of recording of the Declarations of Covenants and Restrictions;

AND WHEREAS, not less than seventy-five percent (75%) of the parcel owners as referred to in the Declarations of Covenants and Restrictions desire to amend the Declarations of Covenants and Restrictions, as evidenced by their signatures fixed hereto;

NOW, THEREFORE, the Declarations of Covenants and Restrictions dated April 20, 1973 as referred to above are hereby amended to read in their entirety as follows:

"DECLARATIONS OF COVENANTS AND RESTRICTIONS

THIS DECLARATION, made this 20th day of April, 1973, by JOHN F. HOBBS and JOHN J. CORNING, d/b/a THE JOHN'S COMPANY, INC.,

m
BOOK 307 PAGE 09

Washington Joint Venture, hereinafter referred to as 'Declarant'.

W I T N E S S E T H:

The Declarant is owner of certain real property located in the County of Douglas, State of Washington, described as:

1. The North Half of the Northeast Quarter (N 1/2 NE 1/4); The South Half of the North Half (S 1/2 N 1/2) and the South Half (S 1/2) of Section 11, Township 24 North, of Range 21, East of the Willamette Meridian.
2. The Northeast Quarter of the Northwest Quarter (NE 1/4 NW 1/4) of Section 11, Township 24 North, Range 21 E., W.M.
3. Southeast Quarter (SE 1/4); the North Half of the Southwest Quarter (N 1/2 SW 1/4) Tax No. 1 in the South Half of the Southwest Quarter (S 1/2 SW 1/4) of Section 12, Township 24 North, Range 21 E., W.M.
4. The North Half of the Northeast Quarter of the Northeast Quarter (N 1/2 NE 1/4 NE 1/4) the West Half of the Northeast Quarter (W 1/2 NE 1/4); and the Southwest Quarter of the Southwest Quarter (SW 1/4 SW 1/4) of Section 13, Township 24 North, Range 21 E., W.M.
5. The South Half of the Northwest Quarter (S 1/2 NW 1/4); the North Half of the South Half of Northeast Quarter of the Northeast Quarter (N 1/2 S 1/2 NE 1/4 NE 1/4) of Section 13, Township 24 North, Range 21, E., W.M.
6. Tax No. 1 in NW 1/4 NW 1/4 NW, Section 13, Township 24 North, Range 21 E., W.M.
7. The East Half of the Northeast Quarter (E 1/2 NE 1/4); The Southeast Quarter (SE 1/4) of Section 14, Township 24 North, Range 21 E., W.M.
8. The Northeast Quarter (NE 1/4); The East Half of the Northwest Quarter (E 1/2 NW 1/4) of Section 23 Township 24 North, Range 21 E. W.M.
9. The West Half of the West Half (W 1/2 W 1/2) of Section 24 Township 24 North, of Range 21 E. W.M.
10. Lots 3 and 4 in Section 7, and Lots 1 and 2 in Section 18, Township 24 North, Range 22 E., W.M.
11. That portion of the South Half of the Southwest Quarter of Section 12, Township 24 North, Range 21 East of the

FIRST AMENDMENT TO DECLARATIONS
OF COVENANTS AND RESTRICTIONS -2-

BOOK 3077 PAGE 10

Willamette Meridian, Douglas County, Washington, lying Southeasterly of the County Road, AND ALSO that portion of the North Half of the Northwest Quarter of Section 13, Township 24 North, Range 21 East of the Willamette Meridian, lying Southeasterly of the County Road, all in Douglas County, Washington.

THERE IS HEREBY EXCEPTED from this description the communication site presently leased for that purpose to another party.

Declarant will convey the said property, subject to the following covenants and restrictions.

NOW, THEREFORE, Declarant hereby declares that all the property described above shall be held, sold and conveyed subject to the following covenants and restrictions, all of which are for the purpose of enhancing and protecting the value, desirability and attractiveness of the real property. These covenants and restrictions shall run with the land for a period of twenty (20) years from the date of recording, to wit: May 9, 1973, and shall be binding upon all parties having or acquiring any rights, title or interest in and to the above described property or any part thereof, and the same shall inure to the benefit of each owner thereof; PROVIDED, that at the end of the said twenty (20) years, to wit: May 9, 1993, the said covenants shall be automatically extended until amended, repealed, or supplemented by the Highland Recreation Association. Any amendment, repeal or addition to these declarations of covenants and restrictions during the first twenty (20) years may be accomplished by an instrument signed by not less than ninety percent (90%) of the parcel owners and thereafter by an instrument which received at least two-thirds (2/3) of the votes cast at a meeting of the members with a quorum established and said voting members entitled to vote present

FIRST AMENDMENT TO DECLARATIONS
OF COVENANTS AND RESTRICTIONS -5-

BOOK 3077 PAGE 11

or represented by proxy. Any amendment, repeal, or addition to these Declarations of Covenants and Restrictions must be recorded with the Douglas County Auditor.

ARTICLE I

Definitions

Section 1. 'Association' shall mean the HIGHLAND RECREATION ASSOCIATION, its successors and assigns, if any.

Section 2. 'Properties' shall mean and refer to that certain real property heretofore described, and any additions thereto, as may be acquired by the Association.

Section 3. 'Parcel' shall mean and refer to any individual division of the above-described property.

Section 4. 'Member' shall refer to every person or entity who holds a membership in the Association.

ARTICLE II

Covenant For Maintenance of Assessments

Section 1. The Declarant for each parcel owned within the properties, hereby covenants, and each owner of any parcel by acceptance of a deed or of a contract obligation therefore, whether or not it shall be so expressed in any such deed, contract or other conveyance, is deemed to covenant and agree to pay to the Association annual, or monthly, assessments or charges, if any, fixed or established by the Association. Such assessments may be fixed, established and collected from time to time as may be established by the Association. The monthly or annual assessments, together with such interest thereon and cost of collection thereof, as hereinafter provided, shall be a charge on the land and shall be a continuing lien upon the property against which the assessment is made. Any member

who sells, and anyone who purchases, a parcel by a contract, impliedly agrees that any unpaid charges, fees or assessments against said parcel shall, likewise, be a charge and a lien against the property sold and shall be a lien against the interest of both seller and purchaser. Each assessment, or charge, if any, together with such interest, cost and reasonable attorney's fees, shall be the personal obligation of the person who was the owner of such property at the time when such assessment or charge became payable. Such personal obligation shall not pass to the successor's title, unless assumed by them in writing.

Section 2. Purpose of Assessments. Any assessments levied by the Association may be used to acquire, construct, improve, develop, repair, maintain, operate, care for and/or dispose of roads, streets, alleys, culverts, drains and any and all kinds of types of facilities appurtenant thereto.

Section 3. (a) The amount of monthly and/or annual assessments or charges, if any, and the date of commencement thereof, may be established by the Board of Directors of the Association at a meeting called for that purpose, such meeting to be held within thirty (30) days after the first annual meeting; PROVIDED that a notice to all members shall be given at least ten (10) days, and not more than fifteen (15) days prior to said meeting.

(b) Thereafter, the maximum monthly and/or annual assessment, if any, may be increased above that as aforesaid, only upon the affirmative vote of two-thirds (2/3) of the members voting, in person or by proxy, at a meeting called for that purpose, written notice of which shall be sent to all members not less than thirty (30) days nor more than sixty (60) days in advance of said meeting.

(c) Fire protection may require grazing of the properties or other remedial action to prevent the unreasonable risk of fire spreading to adjoining parcels. Owners shall take reasonable measures to prevent fire from spreading to adjoining parcels.

(d) Assessments or charges, if any, must be set at a uniform rate for all parcels and may be collected as determined by the board of directors of the association.

Section 4. Effect of Nonpayment of Assessments. Any assessments which are not paid when due shall be delinquent. If the assessment is not paid within sixty (60) days after the due date of the assessment shall incur a late charge penalty. Delinquent accounts may be assessed interest charges. The Association may bring an action at law against the owner personally obligated to pay the same, or foreclose the lien against the parcel, an interest, cost and reasonable attorney's fees of any such action shall be added to the amount of such assessment; PROVIDED, that a deed in lieu of foreclosure may be accepted. No owner may waive or otherwise escape liability for any assessment provided for herein by nonuse of the common area or abandonment of his parcel.

Section 5. Subordination of the Lien to Mortgages. The lien of the assessments provided herein shall be subordinate to the lien of any Mortgage or Deed of Trust and the Association will, upon demand, execute a written subordination in accordance with this paragraph. Sale or transfer of any parcels shall not affect the assessment lien; PROVIDED, however, that sale of any parcel pursuant to foreclosure of mortgage or sale under Deed of Trust shall extinguish the lien for such assessments as to the payments thereof which became due prior to such sale or transfer. No such sale or transfer shall relieve such parcel from liability from future assessments, if any, thereon

becoming due, or from the lien thereof.

ARTICLE III

Covenants and Restrictions

Section 1. Nuisances. No noxious or offensive activity shall be carried on upon any of the said property, or shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

Section 2. Refuse. No lot shall be used or maintained as dumping ground for rubbish, refuse or garbage. Garbage or other wastes shall not be kept except in sanitary containers. Any incinerators or other equipment for the disposal or storage of such matter shall be kept in a clean and sanitary condition.

Section 3. Sewerage Systems. No individual sewage disposal system shall be permitted on any lot or upon any of the said property unless the system is designed, located and constructed in accordance with the requirements, standards and recommendations of the Douglas County Public Health Authorities. Approval of such system as installed shall be obtained from such authorities.

Section 4. Upkeep of Tracts. Owners shall keep their tracts reasonably clean and maintained in a condition consistent with that of the other tracts within the said property."

WHEREFORE, the requisite parcel owners adopt this First Amendment to Declarations of Covenants and Restrictions as evidenced by their signatures attached hereto.

7/90

ASSIGNMENT OF ROAD EASEMENTS

265020

THE ASSIGNOR, the Badger Mountain Property Owners Association, a non-profit corporation, for value received, conveys, warrants and assigns to the High Land Recreation Association, the Assignee, all of the road right-of-way easements and rights thereto, as delineated and described on the below listed plats, which are incorporated herein by this reference:

- Badger Mountain A, filed for record on 29 May, 1973; Auditors No. 168716
- Badger Mountain B, filed for record on 16 January, 1974; Auditors No. 171000
- Badger Mountain C, filed for record on 5 May, 1974; Auditors No. 172131
- Badger Mountain D, filed for record on 28 March, 1977; Auditors No. 184369
- Badger Mountain E, filed for record on 9 January, 1978; Auditors No. 188627
- Badger Mountain F, filed for record on 21 July, 1978; Auditors No. 191692

situated in the county of Douglas, State of Washington.

Dated this 30th day of November, 1990.

BADGER MOUNTAIN PROPERTY OWNERS ASSOCIATION

By Wallace V. Monette
President

By Jacqueline Lacey
Secretary

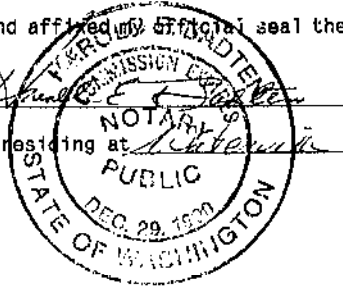
STATE OF WASHINGTON) (Corporate Acknowledgment)
) ss.
 County of Douglas)

On this 30th day of November, 1990, before me personally appeared Wallace V. Monette and Jacqueline Lacey to me known to be the President and Secretary respectfully of the corporation that executed the within and foregoing instrument, and acknowledged 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 they are authorized to execute said instrument.

IN WITNESS WHEREOF I have hereunto set my hand and affixed my official seal the day and year first above written.

BOOK 301 PAGE 09

Notary Public in and for the State of Washington residing at Libertyville
Libertyville in said County.



FILED OR RECORDED
BOOK OF M 380 FOR
Jacqueline Lacey
93 NOV 30 PM 2:07
DOUGLAS COUNTY AUDITOR
WATERVILLE, WASHINGTON
Jim Chamberlain DEPUTY

BOOK 301 PAGE 10

17.00

FIELD ON RECORD
BOOK OF M389
Highland Recreation
NO 20 AM 11:22

QUIT CLAIM DEED

DOUGLAS COUNTY AUDITOR
WATERVILLE, WASHINGTON

291434

THE GRANTOR, High Land Recreation Association, a non-profit corporation, by Mary E. Dodge and through its authorized directors, as an act of dissolution and distribution of the assets thereof, hereby conveys, quit claims and assigns to the persons named below, all of the road right-of-way easements and rights thereto, as delineated and described on the below listed plats, which are hereby incorporated herein by this reference,

523-523

Badger Mountain A, filed for record on 29 May, 1973; Auditors No. 168716;

Badger Mountain B, filed for record on 16 January, 1974; Auditors No. 171000;

Badger Mountain C, filed for record on 6 May, 1974; Auditors No. 172131;

Badger Mountain D, filed for record on 28 March, 1977; Auditors No. 184369;

Badger Mountain E, filed for record on 9 January, 1978; Auditors No. 188627;

Badger Mountain F, filed for record on 21 July, 1978; Auditors No. 191692;

situated in the County of Douglas, State of Washington.

The above described property is conveyed equally as tenants in common to:

1. All persons who are land owners of any property contained within the legal descriptions attached hereto as Exhibits A through F; and
2. The Washington State Department of Natural Resources.

This conveyance shall be a covenant running with the land and shall not be alienable apart from the land.

DATED this 23 day of November, 1993.

AFFT. # 5740+
MARY E. DODGE
TREASURER, DOUGLAS COUNTY
WATERVILLE, WASH
PW 12-20-93
EXEMPT

HIGH LAND RECREATION ASSOCIATION

By: Jerry B. Pennington
JERRY B. PENNINGTON, Director

QUIT CLAIM DEED - 1 -

BOOK 389 PAGE 523

By: *Richard Bates*
RICHARD BATES, Director

By: *Jeannie Morris*
JEANNIE MORRIS, Director

By: *James V. Geren*
JAMES V. GEREN, Director

By: *Tad L. Tuck*
TAD L. TUCK, Director

State of Washington)
)ss.
County of Douglas)

I certify that I know or have satisfactory evidence that JERRY B. PENNINGTON is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledge it as the Director of High Land Recreation Association to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED this 23 day of November, 1993.

Harold E. Bolton
NOTARY PUBLIC, State of Washington

My Commission Expires: 12/29/94

QUIT CLAIM DEED - 2 -

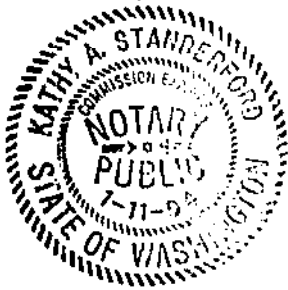



BOOK 389 PAGE 524

State of Washington)
)ss.
County of Douglas)

I certify that I know or have satisfactory evidence that RICHARD BATES is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledge it as the Director of High Land Recreation Association to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED this 23rd day of November, 1993.



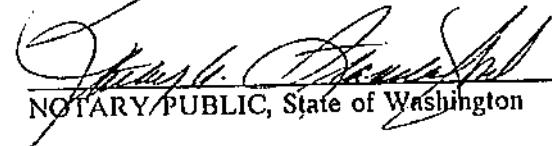

NOTARY PUBLIC, State of Washington
My Commission Expires: 1-11-94

State of Washington)
)ss.
County of Douglas)

I certify that I know or have satisfactory evidence that JEANNIE MORRIS is the person who appeared before me, and said person acknowledged that she signed this instrument, on oath stated that she was authorized to execute the instrument and acknowledge it as the Director of High Land Recreation Association to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED this 23rd day of November, 1993.




NOTARY PUBLIC, State of Washington
My Commission Expires: 1-11-94

QUIT CLAIM DEED - 3 -

BOOK 389 PAGE 525

State of Washington)
)ss.
County of Douglas)

I certify that I know or have satisfactory evidence that JAMES V. GEREN is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledge it as the Director of High Land Recreation Association to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED this 27 day of November, 1993.

Craig Vidano
NOTARY PUBLIC, State of Washington

My Commission Expires: 3-28-95



State of Washington)
)ss.
County of Douglas)

I certify that I know or have satisfactory evidence that TAD L. TUCK is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledge it as the Director of High Land Recreation Association to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED this 22nd day of November, 1993.

Harold E. Dalton
NOTARY PUBLIC, State of Washington

My Commission Expires: 12/29/94



RECORDED X3

QUIT CLAIM DEED - 4 -

BOOK 389 PAGE 526

EXHIBIT A

those portions of Sections 11, 12, 13 and 14, Township 24 North, Range 21 East, W.M., situated in Douglas County, Washington, more particularly described as follows:

Beginning at the Northeast corner of said Section 11, thence South $00^{\circ}31'31''$ East and following the East boundary of said Section 11, 2658.45 feet to the $1/4$ corner common to said Sections 11 and 12, thence North $89^{\circ}19'42''$ East, and following the East-West centerline of said Section 12, 3910.33 feet to an intersection with the Westerly right of way boundary of County Road #25; thence South $25^{\circ}27'48''$ West and following the said right of way boundary of said County Road #25; 39.99 feet; thence on a tangent curve to the right having a radius of 270.00 feet and a central angle of $17^{\circ}42'31''$, 83.45 feet; thence South $43^{\circ}10'19''$ West 315.53 feet; thence on a tangent curve to the right having a radius of 470.00 feet and a central angle of $62^{\circ}07'13''$, 509.57 feet to a point of reverse curve; thence on a tangent curve to the left having a radius of 630.00 feet and a central angle of $82^{\circ}55'57''$, 911.90 feet; thence South $22^{\circ}21'35''$ West 590.59 feet; thence on a tangent curve to the right having a radius of 870.00 feet and a central angle of $19^{\circ}10'42''$, 291.21 feet; thence South $41^{\circ}32'17''$ West 257.15 feet; thence on a tangent curve to the left having a radius of 1430.00 feet and a central angle of $09^{\circ}17'49''$, 232.04 feet; thence South $32^{\circ}14'28''$ West 956.72 feet; thence on a tangent curve to the right having a radius of 1370.00 feet and a central angle of $03^{\circ}02'56''$, 72.90 feet; thence South $35^{\circ}17'24''$ West 778.94 feet; thence on a tangent curve to the right having a radius of 1370.00 feet and a central angle of $07^{\circ}59'16''$, 191.00 feet; thence South $43^{\circ}16'40''$ West 468.05 feet; thence on a tangent curve to the left having a radius of 1130.00 feet and a central angle of $29^{\circ}36'34''$, 583.96 feet; thence South $13^{\circ}40'06''$ West 1094.39 feet; thence on a tangent curve to the right having a radius of 370.00 feet and a central angle of $49^{\circ}54'39''$, 322.31 feet; thence South $63^{\circ}34'45''$ West 223.63 feet; thence on a tangent curve to the right having a radius of 370.00 feet and a central angle of $35^{\circ}49'41''$, 231.37 feet; thence North $80^{\circ}35'34''$ West 255.17 feet; thence on a tangent curve to the left having a radius of 430.00 feet and a central angle of $48^{\circ}34'51''$, 364.60 feet; thence South $50^{\circ}49'35''$ West 115.66 feet; thence on a tangent curve to the right having a radius of 270.00 feet and a central angle of $43^{\circ}30'21''$, 205.01 feet; thence North $65^{\circ}40'04''$ West 90.96 feet; thence on a tangent curve to the left having a radius of 530.00 feet and a central angle of $31^{\circ}36'44''$, 292.42 feet; thence South $62^{\circ}43'12''$ West 396.98 feet; thence on a tangent curve to the left having a radius of 730.00 feet and a central angle of $08^{\circ}16'07''$, 105.36 feet, to an intersection with the North-South centerline of said Section 14; thence North $00^{\circ}28'21''$ West and following said North-South centerline, 1010.53 feet to the center of said Section 14; thence North $89^{\circ}19'38''$ East and following the East-West centerline of said Section 14, 1313.90 feet to the Southwest corner of the Southeast $1/4$ of the Northeast $1/4$ of said Section 14; thence North $00^{\circ}31'04''$ West and following the West boundary of the East $1/2$ of the Northeast $1/4$ of said Section 14, 2664.84 feet to the Northwest corner of the Northeast $1/4$ of the Northeast $1/4$ of said Section 14; thence South $89^{\circ}19'52''$ West and following the North boundary of said Section 14, 3935.41 feet to the corner common to Sections 10, 11, 14 and 15 of said Township 24 North, Range 21 East; thence North $00^{\circ}23'33''$ West and following the West boundary of said Section 11, 4011.08 feet to the Southwest corner of the Northwest $1/4$ of the Northwest $1/4$ of said Section 11; thence North $89^{\circ}31'04''$ East and following the South boundary of said Northwest $1/4$, Northwest $1/4$ 1307.93 feet to the Southeast corner thereof, thence North $00^{\circ}26'53''$ West and following the East boundary of said Northwest $1/4$, Northwest $1/4$, 1335.08 feet to the Northeast corner thereof; thence North $89^{\circ}36'12''$ East and following the North boundary of said Section 11, 3919.98 feet to the Northeast corner thereof and the Point of Beginning.

EXHIBIT B

THOSE PORTIONS OF SECTIONS 12, 13, 14, 23, AND 24, TOWNSHIP 24 NORTH, RANGE 21 EAST, W.M., AND SECTIONS 7 AND 18 TOWNSHIP 24 NORTH, RANGE 22 EAST W.M., SITUATED IN DOUGLAS COUNTY, WASHINGTON, MORE PARTICULARLY DESCRIBED AS FOLLOWS.

The true point of beginning the 1/4 corner common to Section 12 Township 24 North, Range 21 East and Section 7 Township 24 North Range 22 East W.M., thence N 87°-36'-40" E and following the North boundary of Government Lot 3, 1098.40 feet to the Northeast corner thereof, thence S 0°-27'-17" E and following the East boundary of said Government Lot 3 and the East boundary of Government Lot 4 in said Section 7, 2652.55 feet to the Southeast corner of said Government Lot 4; thence S 0°-37'-48" E and following the East boundary of Government Lot 1 and Government Lot 2 in Section 18, Township 24 North, Range 22 East W.M., 2676.55 feet to the Southeast corner of said Government Lot 2, thence S 87°-36'-44" W and following the South boundary of said Government Lot 2, 1117.62 feet to the Southwest corner thereof, being the 1/4 corner common to Section 18 Township 24 North, Range 21 East and Section 13, Township 24 North, Range 21 East; thence N 00°-20'-10" West and following the boundary common to said Sections 13 and 16, 1665.54 feet to the Southeast corner of the N 1/4, S 1/4, NE 1/4, NE 1/4 of said section 13; thence S 89°-19'-43" W and following the South boundary of the said N 1/4, S 1/4, NE 1/4, NE 1/4 of said Section 13, 1319.17 feet to the Southwest corner thereof; thence S 0°-16'-14" E and following the East boundary of the N 1/4, NE 1/4 of said Section 13, 1665.52 feet to the Southeast corner thereof; thence S 89°-19'-46" W and following the East West center line of said Section 13, 3940.51 feet to the 1/4 corner common to Sections 13 and 14 Township 24 North, Range 21 East; thence S 0°-33'-46" E and following the boundary common to said Sections 13 and 14, 1332.37 feet to the Northwest corner of the SW 1/4, SW 1/4, of said Section 13; thence N 89°-20'-02" E and following the North boundary of said SW 1/4, SW 1/4, 1305.57 feet to the Northeast corner thereof; thence S 0°-23'-02" E and following the East boundary of the said SW 1/4, SW 1/4, 1332.49 feet to the Southeast corner thereof; thence S 0°-23'-22" E and following the East boundary of the West 1/2, NW 1/4 of Section 24, Township 24 North, Range 21 East, 2684.85 feet to the Southeast corner thereof; thence S 0°-31'-02" E and following the East boundary of the West 1/2, SW 1/4 of said Section 24, 2745.28 feet to the Southeast corner thereof; thence S 88°-12'-04" W and following the South boundary of said Section 24, 1320.56 feet to the Southwest corner thereof; thence N 0°-23'-01" W and following the boundary common to Section 24 and Section 23 Township 24 North, Range 21 East, 2768.37 feet to the 1/4 corner common to said Sections 24 and 23; thence S 89°-35'-46" W and following the East West center line of said Section 23, 3936.40 feet to the Southwest corner of East 1/2 of the NW 1/4 of said Section 23; thence N 0°-22'-18" W and following the West boundary of the East 1/2 of the NW 1/4 of said Section 23, 2669.25 feet to the NW corner thereof; thence N 89°-19'-23" E and following the North boundary of said Section 23, 1316.00 feet to the 1/4 corner common to said Section 23 and Section 14; thence N 0°-28'-21" W and following the North South centerline of said Section 14, 1579.38 feet to the Southerly boundary of County road known as the Badger Mountain Road; thence Northeasterly and following the Southerly boundary of said county road on a curve whose center bears S 39°-14'-17" E with a central angle of 11°-57'-29" and a radius of 670.00 feet, 139.83 feet; thence N 62°-43'-12" E, 396.98 feet; thence on a tangent curve to the right having a central angle of 31°-36'-44" and a radius of 470.00 feet, 259.32 feet; thence S 85°-40'-04" E, 90.96 feet; thence on a tangent curve to the left having a central angle of 43°-30'-21" and a radius of 130.00 feet, 250.57 feet; thence N 50°-49'-35" E, 115.66 feet; thence on a tangent curve to the right having a central angle of 48°-34'-51" and a radius of 370.00 feet, 313.72 feet; thence S 00°-35'-34" E, 255.17 feet; thence on a tangent curve to the left having a central angle of 35°-49'-41" and a radius of 430.00 feet, 268.09 feet; thence N 63°-34'-45" E, 223.63 feet; thence on a tangent curve to the left having a central angle of 49°-54'-39" and a radius of 430.00 feet, 374.58 feet; thence N 13°-40'-06" E, 1094.39 feet; thence on a tangent curve to the right having a central angle of 29°-36'-34" and a radius of 1070.00 feet, 552.96 feet; thence N 43°-16'-40" E, 468.05 feet; thence on a tangent curve to the left having a central angle of 7°-59'-16" and a radius of 1430.00 feet, 199.36 feet; thence N 35°-17'-24" E, 776.94 feet; thence on a tangent curve to the left, having a central angle of 3°-02'-56" and a radius of 1430.00 feet, 76.09 feet; thence N 32°-14'-20" E, 956.72 feet;

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EXHIBIT D

Thence on a tangent curve to the right having a central angle of $09^{\circ}-17'-49''$ and a radius of 1370.00 feet, 222.30 feet; thence N $41^{\circ}-32'-17''$ E, 257.15 feet; thence on a tangent curve to the left having a central angle of $19^{\circ}-10'-42''$ and a radius of 930.00 feet, 311.29 feet; thence N $22^{\circ}-21'-35''$ E, 590.59 feet; thence on a tangent curve to the right having a central angle of $02^{\circ}-55'-57''$ and a radius of 570.00 feet, 025.04 feet to a point of reverse curvature; thence on a tangent curve to the left having a central angle of $62^{\circ}-07'-13''$ and a radius of 530.00 feet, 574.63 feet; thence N $43^{\circ}-10'-19''$ E, 315.53 feet; thence on a tangent curve to the left having a central angle of $17^{\circ}-42'-31''$ and a radius of 330.00 feet, 101.99 feet; thence N $25^{\circ}-27'-40''$ E, 69.43 feet to the East West centerline of Section 12, Township 24 North, Range 21 East; thence N $09^{\circ}-19'-42''$ E and following the East West centerline of said Section 12, 1311.95 feet to the True Point of Beginning.

EXHIBIT C

that portion of the North half of Section 12 Township 24 North Range 21 East W.H., more particularly described as follows:

Beginning at the N.E. corner of the Plat of Badger Mountain "A", recorded on May 29, 1973, under Douglas County Auditor's File No. 160716. The point of beginning, also being the corner common to Sections 1, 2, 11 and 12 T.24N, R.21E, W.H.; thence N 09°-15'-34" E and following the North boundary of said Section 12, 3311.21 feet to the N.E. corner of the N.W. ¼ of the N.W. ¼ of the N.E. ¼ of said Section 12, thence S 00°-26'-26" E and following the East boundary of the N.W. ¼ of the N.W. ¼ of the N.E. ¼ of said Section 12, 665.62 feet to the S.E. corner thereof; thence N 09°-16'-35" E and following the North boundary of the S.E. ¼ of the N.W. ¼ of the N.E. ¼ of said Section 12, 661.84 feet to the N.E. corner thereof; thence S 00°-24'-20" E and following the centerline of the N.E. ¼ of said Section 12, 1079.02 feet to the Northwesterly boundary of County Road 125; thence S 25°-27'-40" W and following the Northwesterly boundary of said road, 131.90 feet to the centerline of said Section 12; thence S 09°-19'-42" W and following said centerline, 1910.34 feet to the quarter corner common to Sections 11 and 12; thence N 0°-31'-31" W and following the West boundary of said Section 12, 2650.45 feet to the point of beginning.

EXHIBIT D

... a portion of the south half of Section 23,
Township 24 North, Range 21 East, R.M., more particularly described as follows:

Beginning at the southeast corner of said Section 23; thence North 89°13'02" West along
the south line of said section 1314.44 feet; thence North 00°20'19" West 342.45 feet; thence
North 81°21'54" West 2628.27 feet; thence North 00°15'13" West 1679.20 feet; thence
North 89°53'34" East 1312.83 feet; thence North 00°17'37" West 676.48 feet to the center of
said Section 23; thence North 63°35'46" East 2624.04 feet to the East 1/4 corner of said
Section 23; thence South 00°23'01" East along the East line of said Section 23,
2768.37 feet to the Point of Beginning.

EXHIBIT E

a portion of the East half of Section 18,
Township 24 North, Range 22 East, W.H., more particularly described as follows:

Beginning at the Northeast corner of said Section 18; thence South $00^{\circ}35'13''$ East along
the East line of said Section 5349.31 feet; thence South $87^{\circ}44'22''$ West 1317.74 feet;
thence North $00^{\circ}37'10''$ West 2671.67 feet; thence South $87^{\circ}36'44''$ East 1319.34 feet;
thence North $00^{\circ}39'07''$ West 2690.95 feet; thence North $87^{\circ}58'02''$ East 2641.27 feet
to the Point of Beginning.

...

This record of the West half of the South west portion of Section 17, Township 24 North, Range 22 East, W. M. more particularly described as follows:

Beginning at the Southwest corner of Section 17; thence North 00° 35' 13" West along the West line of said Section 2674.66 feet; thence North 87° 24' 27" East, 1318.51 feet; thence South 00° 32' 53" East 2674.60 feet; thence South 87° 23' 33" West, 2633.35 feet to the point of beginnin.

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