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DAVID W. MEYER  
BULLIVANT HOUSER BAILEY PC  
805 BROADWAY ST STE 400  
VANCOUVER WA 98660-3310

Real Estate Excise Tax  
Ch 11 Rev. Laws 1951  
Aftd. # EXEMPT Date 8-16-07  
For details of tax paid see  
Aftd. #                       
By Doug Lasher  
Clark County Treasurer  
Deputy

V67605 JW

Document Title(s)  
DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASMENTS FOR  
NICK'S PLACE

Reference Number(s) of related documents:  
AF # 4275334

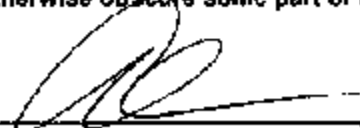
Grantor(s)  
SPECIALIZED INVESTMENT PROPERTIES, INC.

Grantee(s)  
THE PUBLIC

Abbreviated Legal Description:  
NICKS PLACE 311-402

Assessor's Property Tax Parcel/Account Number  
165676-000

The Auditor/Recorder will rely on the information provided on this form. The staff will not read the document to verify the accuracy or completeness of the indexing information provided herein. I am requesting an emergency nonstandard recording for an additional fee as provided in RCW 36.18.010. I understand that the recording process may cover up or otherwise obscure some part of the text of the original document.

  
Signature of Requesting Party

**RECORDING REQUESTED BY  
AND WHEN RECORDED RETURN TO:**

David W. Meyer  
Bullivant Houser Bailey PC  
805 Broadway Street, Suite 400  
Vancouver, WA 98660-3310

Grantor : Specialized Investment Properties, Inc.  
Grantee : The Public  
Abbreviated Legal : SUB 2008 K(311)-462 NICKS PLACE  
Assessor's Tax Parcel Nos.: 165676-000  
Prior Excise Tax No. :  
Other Reference Nos. :

V 67605

**DECLARATION OF  
COVENANTS, CONDITIONS, RESTRICTIONS, AND EASEMENTS  
FOR  
NICK'S PLACE  
(A Zero Lot Line Subdivision)**

**THIS DECLARATION OF COVENANTS, CONDITIONS,  
RESTRICTIONS, AND EASEMENTS** is made this 17 day of August,  
2007, by Specialized Investment Properties, Inc. (the "Declarant").

**RECITALS:**

A. Declarant owns all of that certain real property located in Clark County, Washington, and platted as Nick's Place subdivision in Volume 311, page 462 of the plat records of Clark County, Washington under Auditor's file number 4275334 (hereinafter to be known as "Nick's Place").

B. Nick's Place is a development consisting of 65 residential lots, plus common areas, located at or near NE 104th Avenue between or adjacent to NE 4th Street and NE 5th Street in Vancouver, Clark County, Washington. Declarant hopes to create in Nick's Place a carefully planned community, which will provide an attractive place to live and take advantage of amenities afforded by its location.

DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS, AND EASEMENTS - 1

C. The purpose of this Declaration is to provide a means for maintaining, controlling, and preserving the Property. By providing architectural review of improvements to be built on lots within Nick's Place, Declarant hopes to assure that Nick's Place will have continuing value for those who acquire property within it. In addition, by requiring proper maintenance of improvements and landscaping within Nick's Place, Declarant hopes to prevent deterioration in the value of the Property because of neglect on the part of any Owner.

D. It is expected that Owners within Nick's Place will be motivated to preserve these qualities through community cooperation and by enforcing not only the letter but also the spirit of the covenants contained in this Declaration. It is to preserve the beauty and appeal of Nick's Place for Declarant and all future Owners that this Declaration is made, and Declarant intends that the covenants, conditions, restrictions, and easements contained in this document be understood and construed to achieve that objective.

E. Declarant will provide leadership in organizing and administering a homeowners association during the development period, but expects Owners within Nick's Place to accept responsibility for community administration as soon as practical. Funds for the maintenance of common areas and other areas within the development will be provided through Assessment against those who own lots within the Nick's Place development.

F. Declarant hereby declares that the Property and all improvements thereon are subject to the provisions of this Declaration. The Property shall be held, conveyed, hypothecated, encumbered, leased, rented, used, occupied, and improved subject to the covenants, conditions, restrictions, and easements stated in this Declaration. All such covenants, conditions, restrictions, and easements are declared to be in furtherance of the plan for the subdivision, improvement, and sale of the Property as a planned development project. All of the limitations, easements, uses, obligations, covenants, conditions, and restrictions stated in this Declaration shall be enforceable as equitable servitudes, shall run with the Property, and shall inure to the benefit of and be binding on all Owners and all other parties having or acquiring any right, title, or interest in any part of the Property.

**NOW, THEREFORE,** Declarant hereby declares that the Property described in this Declaration known as the Nick's Place subdivision shall be held, sold, and conveyed subject to the following easements, covenants, conditions, restrictions, and charges, which shall run with such Property and shall be binding upon all parties having or acquiring any right, title or interest in such Property or any part thereof and shall inure to the benefit of each owner thereof.

DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS, AND EASEMENTS - 2

**ARTICLE 1  
DEFINITIONS**

As used in this Declaration, the terms set forth below shall have the following meanings:

1.1 "**Assessments**" mean all assessments and other charges, fines, and fees imposed by the Association on an Owner in accordance with this Declaration, the Bylaws of the Association, or the provisions of any governing laws, including, without limitation, Annual Assessments, Special Assessments, Emergency Assessments, and Individual Assessments as described in this Declaration.

1.2 "**Association**" means the nonprofit corporation to be formed to serve as an Owners' association as provided in this Declaration, and the Association's successors and assigns. The Association shall be incorporated as, and shall be called, "St. Nick's Place Homeowners Association."

1.3 "**Board of Directors**" or "**Board**" means the initial directors named in the Articles of Incorporation of the Association or any subsequent directors elected by the Owners of the Association in the manner provided in the Association's Bylaws.

1.4 "**CC&Rs**" means this Declaration of Covenants, Conditions, Restrictions, and Easements for Nick's Place, and any amendments thereto.

1.5 "**Common Areas**" means those lots, areas or tracts, if any, designated as such on any plat of the Property or in Section 3 of this Declaration or any declaration annexing additional common area to the Property, including any improvements thereon, for the general use by all Owners.

1.6 "**Common Obligation**" means an Obligation for expense, maintenance, improvements, service, or administration of the Association as a whole, the payment for which is to be made out of funds from assessments upon the Owners.

1.7 "**Declarant**" means Specialized Investment Properties, Inc., its successors or assigns.

1.8 "**Declaration**" means this Declaration of Covenants, Conditions, Restrictions, and Easements for Nick's Place, and any amendments thereto.

1.9 "**Development Period**" means the time period between the recording of these Declarations and the Turnover Meeting described in Section 6.6.

1.10 "**Governing Documents**" means this Declaration, together with the Articles of Incorporation, Bylaws, and any Rules and Regulations of the Association, as amended from time to time.

1.11 "**Lot**" means a numerically designated and platted lot within the Property (including the Unit located on such Lot), with the exception of the Common Areas and any tract marked on the plat as being dedicated to a public body.

1.12 "**Member**" means an Owner having the right to participate in the Association.

1.13 "**Mortgage**" means a mortgage or a deed of trust; "**Mortgagee**" means a mortgagee or a beneficiary of a deed of trust; "**Mortgagor**" means a mortgagor or a grantor of a deed of trust.

1.14 "**Owner**" means the person or persons, including Declarant, owning fee title in any Lot in the Property, but does not include a tenant or holder of a leasehold interest or a contract vendor or other person holding only a security interest in a Lot. The rights, obligations, and other status of being an Owner commence upon acquisition of the ownership of a Lot and terminate upon voluntary or involuntary conveyance of such ownership, but termination of ownership shall not discharge an Owner from obligations incurred prior to termination.

1.15 "**Property**" means the Property described in Section 2.1 below.

1.16 "**Rules and Regulations**" means those policies, procedures, rules, and regulations adopted by the Association pursuant to the authority granted in this Declaration or the Association's Bylaws, as the same may be amended from time to time.

1.17 "**Sold**" means that legal title has been conveyed or that a contract of sale has been executed under which the purchaser has obtained the right to possession.

1.18 "**This Declaration**" means all of the easements, covenants, conditions, restrictions and charges set forth herein, together with any rules or regulations promulgated hereunder, as the same may be amended or supplemented from time to time in accordance with the provisions hereof.

1.19 "**Unit**" means a building or a portion of a building located upon a Lot within the Property and designated for separate occupancy as a dwelling, together with any attached garage, deck, patio, or other improvement.

## ARTICLE 2 PROPERTY SUBJECT TO THESE COVENANTS

2.1 **Property.** Declarant hereby declares that all the real property described below is owned and shall be owned, conveyed, hypothecated, encumbered, used, occupied, and improved subject to this Declaration:

All that certain real property located in the City of Vancouver, a municipality in Clark County, Washington, contained in that certain

plat entitled Nick's Place filed in the records of Clark County, Washington, in Volume 311 of plats, page 462.

The property is legally described in Exhibit A. The Plat is attached as Exhibit B.

### ARTICLE 3 COMMON AREAS AND COMMON OBLIGATIONS

3.1 Designation of Common Areas. At present, there are no Common Areas. The Association may, by later action, annex Common Areas or adopt programs for common improvements.

3.2 Common Obligations. Common Obligations shall include, without limitation, no any administrative expense, contract, or fee authorized by the Board or mandated by law, or without limitation to any item contemplated under Article 3 and other provisions of these Declarations.

### ARTICLE 4 PROPERTY RIGHTS IN LOTS

4.1 Use and Occupancy. The Owner of a Lot in the Property shall be entitled to the exclusive use and benefit of such Lot, except as otherwise expressly provided in this Declaration, but the Lot shall be bound by and each Owner and the Declarant shall comply with the restrictions contained in ARTICLE 5 below and all other provisions of this Declaration for the mutual benefit of all Owners.

4.2 Easements Reserved. In addition to easements shown on the recorded plat, Declarant hereby reserves the following easements for the benefit of Declarant, the Association, and Owners, as applicable:

(a) Right of Entry. The Association and any person authorized by the Association may at any reasonable time, and from time to time at reasonable intervals, enter upon any Lot for the purpose of determining whether or not the Lot is then in compliance with this Declaration. No such entry shall be deemed to constitute a trespass or otherwise create any right of action in the Owner of such Lot, provided, however, that the right of entry shall not extend to the dwelling unit.

(b) Encroachments. Each Lot and all Common Areas shall have an easement over all adjoining Lots and Common Areas for the purpose of accommodating any present or future encroachment as a result of engineering errors, construction, reconstruction, repairs, settlement, shifting or movement of any portion of the Property, or any other similar cause, and any encroachment due to building overhang or projection. There shall be valid easements for the maintenance of the encroaching Units and Common Areas so long as the encroachments shall exist, and the rights and obligations of Owners shall not be altered in any way by the encroachment. The encroachments described in this

section shall not be construed to be encumbrances affecting the marketability of title to any Lot. Nothing in this section shall relieve an Owner of liability in the case of the Owner's willful misconduct.

(c) Utilities. Each Lot shall be subject to an easement under and across that portion of the Lot not occupied by the Unit for installation, maintenance, and use of power, gas, electric, water and other utility and communication lines and services and for meters measuring such services. In addition, the Association has an easement to access any of the Property to install, repair, and maintain any private or public utilities or stormwater facility which are, or later become, the Association's responsibility.

(d) Easement for General Maintenance. In this zero lot-line subdivision, dwellings' exterior walls abut the boundary line between the Lot for such dwelling and the adjoining Lot. The Owners of the Lots with a dwelling abutting the boundary line have an easement and license to enter upon the land of the adjoining Lot along the common boundary line to access the dwelling Owner's exterior wall for purposes of reasonable cleaning, maintenance, or repairs to the wall and windows in the wall abutting the servient Lot Owner's boundary. No person may unreasonably interfere with such access, and no person exercising easement rights hereunder may do so in such a manner as to harass or annoy the adjoining Lot occupants.

(e) Easement for Backyard Access. Owners of the following Lots designated as the Dominant Parcels have easements through the fence gates, and over the Lot, of the corresponding Servient Parcels for purposes of ingress and egress to and from the backyard of the Dominant Parcel in emergencies, for landscape maintenance and bringing in lawn mowing equipment, or for similar purposes, when access to the backyard is not reasonably practicable through the Dominant Parcel's dwelling:

<u>Dominant Parcels</u>	<u>Servient Parcels</u>
Lot # 12	Lot # 11
Lot # 16	Lot # 15
Lot # 20	Lot # 19
Lot # 24	Lot # 23
Lot # 39	Lot # 38
Lot # 43	Lot # 42
Lot # 47	Lot # 46
Lot # 54	Lot # 55
Lot # 58	Lot # 59
Lot # 62	Lot # 63

**ARTICLE 5  
RESTRICTIONS ON USE**

5.1 Residential Use. Not more than one Unit may be located on any Lot. Except with the consent of the Board of Directors of the Association, no trade, craft, business, profession, commerce, or similar activity of any kind shall be conducted on any Lot, nor shall any goods, equipment, vehicles, materials, or supplies used in connection with any trade, service, business, or commerce be kept or stored on any Lot. The mere parking on a Lot of a vehicle bearing the name of a business shall not constitute, in itself, a violation of this provision. Nothing in this section shall be deemed to prohibit (a) activities relating to the rental or sale of Lots, (b) the right of Declarant to construct Units on any Lot, to store construction materials and equipment on any Lot in the normal course of construction, and to use any Unit as a sales or rental office or model home or apartment for purposes of sales or rental within the Property, and (c) the right of the Owner of a Lot to maintain Owner's professional personal library, keep Owner's personal business or professional records or accounts, handle Owner's personal business or professional telephone calls or confer with business or professional associates, clients or customers, in Owner's Unit by appointment only. The Board of Directors shall not approve commercial activities otherwise prohibited by this section unless the Board of Directors of the Association determines that only normal residential activities would be observable outside of the Unit and that the activities would not be in violation of applicable law.

5.2 Mineral Exploration. No Lot shall be used to explore for or to remove any water, oil, hydrocarbons, or minerals of any kind without the approval of the Board and only if permitted by local ordinances.

5.3 Offensive or Unlawful Activities. No noxious or offensive activities shall be carried on in any Unit, Lot, or Common Area nor shall anything be done or placed upon any Unit, Lot, or Common Area which interferes with or jeopardizes the enjoyment of other Units or the Common Areas, or which is a source of annoyance to residents. Unit occupants shall exercise extreme care not to make noises that may disturb other Unit occupants. No unlawful use shall be made of the Lot or any part thereof, and all valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction thereof shall be observed.

5.4 Trailers, Campers, Boats, Etc. Except with the consent of the Board of Directors of the Association, no motorcycle, trailer, truck camper, boat or boat trailer, or other recreational vehicles or equipment, or vehicles with a gross vehicle weight in excess of 9,000 pounds, commercial vehicles, or motor vehicles not operated in daily family use shall be parked in driveways or on any other portion of the Property, except in a garage or for the purpose of temporary loading or unloading. No such vehicle shall be used as a residence temporarily or permanently on any portion of the Property.



5.5 Vehicles in Disrepair. No Owner shall permit any vehicle that is in an extreme state of disrepair to be abandoned or to remain parked upon any Lot or on the Common Area for a period in excess of 48 hours, unless kept within a garage. A vehicle shall be deemed to be in an "extreme state of disrepair" when, in the opinion of the Board of Directors of the Association, due to its appearance or continued inoperability its presence reasonably offends the occupants of the neighborhood. Should any Owner fail to remove such vehicle within five days following the date on which notice is mailed to said Owner by the Association, the Association may have the vehicle removed from the Property and charge the expense of such removal to the Owner in addition to the Assessments made upon the Owner in accordance with this Declaration. Any vehicle parked in violation of this section can be towed or impounded as provided in Section 9.1(c) below.

5.6 Signs. No signs shall be erected or maintained on any Lot, except that not more than one "For Sale" or "For Rent" sign placed by the Owner, Declarant, or by a licensed real estate agent, not exceeding 24 inches high and 36 inches long, may be temporarily displayed on any Lot, and except that two such signs may be placed on a Lot during the course of initial construction of a Unit on such Lot. The restrictions contained in this section shall not prohibit the temporary placement of "political" signs on any Lot by the Owner, subject to reasonable regulations adopted by the Association relating to size and length of display.

5.7 Animals. No domestic or exotic animals, livestock, or poultry of any kind shall be raised, kept, or permitted within the Property or any part thereof, except a reasonable number of domestic dogs, cats, or other household pets kept within a Unit that are reasonably controlled so as not to be a nuisance. No such dogs, cats, or household pets shall be permitted to run at large nor be kept, bred or raised for commercial purposes. Any inconvenience, damage, or unpleasantness caused by such pets shall be the responsibility of the respective Owners thereof. All dogs shall be kept on a leash while outside a Unit. An Owner or occupant may be required to remove a pet from the Property upon receipt of the third written notice from the Board of Directors of the Association of violations of any rule, regulation, or restriction governing pets within the Property. The Board may adopt regulations further defining the terms in this section.

5.8 Appearance. No part of any Lot shall be used or maintained as a dumping ground for rubbish, trash, garbage, or other waste. Trash, garbage, or other wastes shall be kept only in individual, sanitary containers or receptacles within a unit, except that the containers may be placed outside the unit for the collection by the waste disposal company and shall be put back inside the unit by 9:00 p.m. on the day of collection.

5.9 Antennas and Service Facilities. Exterior antennas, satellite receivers, and transmission dishes are prohibited, except to the extent expressly mandated by rules adopted by the Federal Communication Commission. Specifically, ham radio antennas, satellite dishes one meter or larger, television antennas on masts 12 feet or higher, and

multi-point distribution antennas more than one meter or on masts 12 feet or higher are prohibited. To the extent permitted by Federal Communication Commission rules, the Board of Directors may require all other antennas and dishes to be hidden from view from streets and adjoining dwellings. No outside clotheslines or similar service facilities may be installed.

5.10 Exterior Lighting or Noisemaking Devices. Except with the consent of the Board of Directors of the Association, and except for exterior lighting originally installed by the Declarant or installed in original construction, no exterior lighting or noise-making devices shall be installed or maintained on any Lot. Owners shall not tamper with exterior lighting installed by the Declarant except to replace expended bulbs with similar new bulbs. Seasonal holiday lighting and decorations are permissible if consistent with any applicable Rules and Regulations and if removed within 30 days after the celebrated holiday.

5.11 Windows, Decks, Porches, and Outside Walls. In order to preserve the attractive appearance of the Property, the Association may regulate the nature of items that may be placed in or on windows, decks, porches, and the outside walls so as to be visible from the Common Areas. Garments, rugs, laundry, and other similar items may not be hung from windows, facades, porches, or decks.

5.12 Alterations. Owners are expressly prohibited from painting or changing the exterior of a building or other structure after original construction without the written permission of the Board of Directors of the Association. No structure may be installed outside of Units except structures, including without limitation fences, installed with written approval of the Board of Directors of the Association.

5.13 Leasing and Rental of Units. No Owner may lease or rent Owner's Unit for a period of less than six months, unless approved by the Board and Class B members, if any. All leases or rentals shall be by written lease agreement, which shall provide that the terms of the lease shall be subject in all respects to the provisions of the Governing Documents, and that any failure by the lessee or tenant to comply with the terms of such documents shall be a default under the lease. If the Board of Directors finds that a lessee or tenant has violated any provision of such documents or the Rules and Regulations, the Board may require the Owner to terminate such lease or rental agreement. No lease may permit occupancy by more than five persons; exceeding occupancy limits shall be grounds for lease termination and eviction. Owners of leased units must have the landscape of the lot maintained by a professional landscape company.

5.14 Parking. Vehicles parked in violation of this Declaration or the Rules and Regulations may be towed and stored at the direction of the Board of Directors of the Association, with the expense charged to the Owner.

5.15 Garages. All garage doors shall remain closed except to permit entrance and exit. Garages shall be used primarily for parking of vehicles, and only secondarily for storage.

5.16 Rules and Regulations. In addition, the Association from time to time may adopt, modify, or revoke such Rules and Regulations governing the conduct of persons and the operation and use of the Lots, Units, and the Common Areas, as it may deem necessary or appropriate in order to assure the peaceful and orderly use and enjoyment of the Property. A copy of the Rules and Regulations, upon adoption, and a copy of each amendment, modification, or revocation thereof, shall be furnished by the Association Board of Directors to each Owner. The Rules and Regulations adopted by the Declarant are attached hereto (Exhibit C), and shall remain in effect during the Development Period. Thereafter, Rules and Regulations may be adopted or amended by a majority of Owners provided the same do not conflict with these Declarations.

## **ARTICLE 6 ASSOCIATION**

6.1 Formation. Declarant shall form and organize an association of all of the Owners within the Property. Such Association, its successors and assigns, shall be organized under the name "St. Nick's Place Homeowners' Association" or such similar name as Declarant shall designate, and shall have such property, powers and obligations as are set forth in the Articles of Incorporation and Bylaws for said Association for the benefit of the Property and all Owners thereof.

6.2 Organization. Before the first Lot is conveyed to an Owner, Declarant shall organize the Association as a nonprofit corporation under the general nonprofit corporation laws of the State of Washington. The Association shall pay Declarant \$2,000 from its general fund in reimbursement for the costs of incorporation prior to the Turnover Meeting described in Section 6.6. The Articles of Incorporation of the Association shall provide for its perpetual existence, but in the event the Association is at any time dissolved, whether inadvertently or deliberately, it shall automatically be succeeded by an unincorporated association of the same name, for the same Property, and the Owners shall be subject to these Declarations. In that event, the assets of the Association shall be dedicated to a public body, or all of the property, powers, and obligations of the incorporated association shall automatically vest in a successor unincorporated nonprofit association. To the greatest extent possible, any successor unincorporated association shall be governed by the Articles of Incorporation and Bylaws of the Association as if they had been made to constitute the governing documents of the unincorporated association.

6.3 Membership. Every Owner of one or more Lots within the Property shall, immediately upon creation of the Association and thereafter during the entire period of such Owner's ownership of one or more Lots within the Property, be a member of the Association. Such membership shall commence, exist and continue simply by virtue of

such ownership, shall expire automatically upon termination of such ownership, and need not be confirmed or evidenced by any certificate or acceptance of membership.

6.4 Voting Rights. The Association shall have two classes of voting membership:

(a) Class A. Class A members shall be all Owners with the exception of the Class B member and shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as the members among themselves determine, but in no event shall more than one vote be cast with respect to any Lot.

(b) Class B. The Class B member shall be the Declarant and shall be entitled to three votes for each Lot owned. The Class B membership shall cease and be converted to Class A membership for any Lots still owned by the Declarant upon the earlier of:

- (i) When all of the Lots in Nick's Place have been sold and conveyed to Owners other than a successor Declarant; or
- (ii) The expiration of ~~seven~~ years after the closing of the sale of the first Lot to an Owner other than a successor Declarant; or
- (iii) At such earlier time as Declarant may elect to terminate such special voting rights.

6.5 Powers and Obligations. The Association shall have, exercise, and perform all of the following powers, duties, and obligations contained in the Governing Documents. The powers and obligations of the Association may from time to time be amended, repealed, enlarged, or restricted by changes in the Governing Documents made in accordance with the provisions of such instruments and with the nonprofit corporation laws of the State of Washington.

6.6 Interim Board; Turnover Meeting. Declarant shall have the right to name an interim board of no more than three directors, who shall be named in the Association's Articles of Incorporation, and to name any succeeding Directors at any time during the Development Period. Said directors shall serve as the Board of Directors of the Association until replaced or until their successors have been elected by the Owners at the turnover meeting described in this section. Declarant shall call a meeting of the Association for the purpose of turning over administrative responsibility for the Property to the Association not later than 90 days after termination of the Class B membership as provided in Section 6.4(b) above. At the turnover meeting, the interim directors shall resign and their successors shall be elected by the Owners as provided in the Bylaws of the Association. If the Declarant fails to call the turnover meeting as required by this section, any Owner or Mortgagee of a Lot may call the meeting by giving notice as provided in the Bylaws.

**6.7 Contracts Entered into by Declarant or Before Turnover Meeting.**

Notwithstanding any other provision of this Declaration, any leases or contracts (including management contracts, service contracts and employment contracts) entered into by the Declarant or the Board of Directors on behalf of the Association prior to the turnover meeting described in Section 6.6 above shall have a term not in excess of three years. In addition, any such contract shall provide that the Association or Board of Directors may terminate it without cause or penalty upon not less than 30 nor more than 90 days' notice to the other party given at any time after the turnover meeting.

**6.8 Architectural Review Committee.** The Declarant during the Development Period, and the Board of Directors thereafter shall constitute the Architectural Review Committee for the Association. Declarant, during the Development Period, and the Architectural Review Committee thereafter shall have full power to authorize, or disallow proposed initial construction design of any dwelling unit or group of dwelling units, and any external appearance alterations including materials, color, structural modifications, and appendages, any and all of which must conform with the standards and restrictions set forth in these Declarations. Declarant during the Development Period and the Architectural Review Committee thereafter may enforce its authority under this Section by suits in equity for injunctive relief and shall be exempt from posting bond to the fullest extent authorized by law unless the Owner or other defendant in such proceedings proves by a preponderance of the evidence in preliminary hearings that the Architectural Review Committee is acting arbitrarily and capriciously and that the injunctive relief requested will cause monetary damages which are substantial and not merely nominal. No action by Declarant or the Architectural Review Committee under this Section shall be deemed a guaranty or assurance of construction quality. Owners may rely solely on their contractors, agents, and themselves, and not upon any representations, permission, or disapproval by the Declarant or Architectural Review Committee as a warranty of quality, fitness for a particular purpose, or habitability.

**ARTICLE 7**

**CONSTRUCTION, MAINTENANCE, SERVICES, CONDEMNATION, DAMAGE**

**7.1 Initial Construction.** All initial construction plans for a dwelling unit or any other improvement must be approved in writing by the Declarant or the Architectural Review Committee before commencement of construction, or construction of the dwelling or any other improvement upon a Lot is prohibited and may be enjoined. Standards for approval of original construction of improvements upon a Lot include the following:

(a) All plans must meet all plat and code requirements, and provide for a finished exterior which is substantially uniform in appearance and roofline with all other dwellings adjoined to each other in that portion of the subdivision, and must be substantially similar in exterior style, appearance, roofline, materials, and craftsmanship as all pre-existing dwellings in the subdivision.

(b) Any and all fences and gates must be of the same materials and style as depicted in Exhibit D hereto.

(c) All dwellings must have some wood or wood-appearing shingles as accents in the siding or decoratively integrated into the exterior of the structure.

(d) All dwellings must be originally constructed of Hardiplank siding.

(e) All dwellings must have wood or wood-wrapped windows on the exterior surfaces of the dwelling, with the exception of dwellings on Lots 1-6, and with the further exception of windows on the side of a dwelling which are six feet or less in distance from, and parallel to, the exterior siding of a neighboring dwelling within the subdivision.

(f) Any and all deck railings shall be black aluminum with glass panels or black aluminum spindle-style railings.

(g) All dwelling homes shall have some masonry, masonry veneer, or masonry accents on the front of the home; in all circumstances, the front of the home shall mean the portion which is subject to the front yard setbacks, typically includes the main entrance, and faces the public street.

(h) All dwelling homes shall have a lamp post at the end of the driveway with a lamp which shall be uniform in appearance with all other lamps; provided, however, that while all homes shall have a lamp and post of uniform appearance, homes on public and private alleys may alternately locate the lamp post near the front door of the home. Precise placement of the lamp posts shall be subject to approval by the Declarant or the Architectural Review Committee.

(i) The roofing material of each structure shall be of a standard quality not lower than architectural-styled composition roofing with 30-year warranty.

(j) All garage doors shall be carriage style with black iron hardware.

(k) All driveways on the lot shall be of exposed aggregate concrete finish.

7.2 Maintenance and Alterations to Structures. Each Owner shall maintain their Lot, home and any associated improvements upon the Lot in a clean and attractive condition, in good repair and in all ways in compliance with all applicable building, plumbing, and electrical codes, and in such a fashion as to not create a hazard or nuisance of any kind. The exterior of all structures must be maintained in conformity with the standards for original construction specified in Section 7.1, and subsections thereof, and the request for alterations or additional improvements or fixtures upon any Lot shall similarly be in compliance with Section 7.1 and the subsections thereof, and the procedures specified in Section 7.3.

7.3 Procedure for Approval of Construction or Alteration. A written request by an Owner, or an agent of an Owner, for original construction, maintenance by replacement, or alteration to the exterior, of any improvement upon a Lot shall be delivered to the Declarant at the address specified in these Declarations or any subsequent address given by the Declarant in writing to the Owner, or subsequent to the expiration of the Development Period to the Architectural Review Committee at the address for such committee maintained in the records of the Association. If no such address is given, then such requests may be given in writing to any member of the Board of Directors then serving. Notices shall be given by personal delivery or by regular mail and by certified mail, return receipt requested, postage prepaid, unless the notice recipient acknowledges receipt of notice sent by email, facsimile, or any other method. Declarant, or subsequent to the expiration of the Development Period, the Architectural Review Committee, shall respond within twenty (20) days from the date notice is actually delivered or acknowledged. If no response is given, the request shall be deemed denied and the owner or agent for the Owner may (1) resubmit the request in the same or altered form; (2) employ a mediator at the owner or agent's sole expense, in which case Declarant or the Architectural Review Committee, as the case may be, shall negotiate approval of the improvement through the mediator in good faith for a reasonable period of time or until the Owner withdraws mediation, whichever occurs first; or (3) may initiate an action for injunctive or affirmative relief.

7.4 Maintenance of Party Walls and Private Alley. Each wall that is built as a part of the original construction upon and along the boundary line between two lots and abutting the dwellings which share the boundary line shall constitute a "party wall," and the repairs or maintenance of such party walls shall be performed according to this Section. The Owners of Lots 27, 28, and 29 shall maintain the private alley waylaying adjacent to their Lots within the subdivision and as depicted on the plat for the subdivision, and shall maintain and repair the alley way at their own expense according to this Section. No Owner shall alter his/her dwelling in any manner that adversely affects the structural integrity to the adjoining dwellings' portion of a party wall, nor of the roofing or seal or other weatherproofing which constitutes a barrier to moisture or infestation into, or in between, the party wall between two dwellings. Except for damage or destruction solely to one Owner's side of a party wall by casualty or third parties or which is caused by the conduct of one owner sharing the party wall, then in the event of repair or replacement of the common foundation, structure, seal or other common component to the party wall which is reasonably necessary or appropriate, and in the instance of necessary or advisable repair or maintenance to the private alley serving Lots 27, 28 and 29, the Owners of the Lots affected shall be jointly responsible for the expenses of such repair or maintenance. The Owners of such affected Lots shall share equally in the expenses, and in the event any affected Owner determines that repair or maintenance of the common feature as referred to in this Section is necessary or appropriate, such Owner shall notify the other affected Owners of the need to perform repair or maintenance. Similarly, the Board of Directors for the Association may instruct any affected Owners to perform repair or maintenance of a party wall, or of the private alley

way, in the event any such features fall out of compliance with any terms of these Declarations. In the event any Owners of an affected Lot shall fail to agree and cooperate with the repairs or maintenance, any one affected Owner may hire a licensed and bonded contractor having at least five years experience in such matters to propose the scope of work and bid the expense thereof, and the other affected Owner or Owners shall be given notice of the bid and proposal not less than thirty (30) days prior to the projected commencement of work, provided, however, that nothing in this Section shall limit or restrict or prevent repairs performed on an emergency basis following damage by a casualty or any event that is covered and to be performed under the direction and expense of an affected Owner's insurer. Following notice, if no other affected Owner objects, it shall be presumed that all affected Owners agree with the scope of work and expense thereof. For purposes of performing emergency repairs, repairs by an Owner's insurer or agent thereof, or maintenance performed following notice as provided herein, each affected Owner gives the other affected Owner an easement and license to enter upon his/her Lot for the purpose of inspecting, bidding, and performing the repairs or maintenance. In all instances, the rights and responsibilities herein may be enforced by any lawful means, including an action by one Owner against another for contribution toward expenses incurred or to be incurred.

7.5 Security. The Association may, but shall not be obligated to, maintain or support certain activities within the Property designed to make the Property safer than it otherwise might be. Neither the Association, any managing agent retained by the Association, Declarant, nor any successor Declarant shall in any way be considered insurers or guarantors of security within the Property, nor shall any of them be held liable for any loss or damage due to failure to provide adequate security or of ineffectiveness of security measures undertaken. No representation or warranty is made that any fire protection system, burglar alarm system, or other security system cannot be compromised or circumvented, nor that any such systems or security measures undertaken will in all cases prevent loss or provide the detection or protection for which the system is designed or intended. Each Owner acknowledges, understands and covenants to inform its tenants that the Association, its board of directors and committees, any managing agent retained by the Association, Declarant, and any successor Declarant are not insurers, and that each person using the Property assumes all risks for loss or damage to persons, property, and contents of Lots and Units resulting from acts of third parties and releases the Association, its board of directors and committees, any managing agent retained by the Association, Declarant, and any successor Declarant from any liability therefor.

7.6 Interior Maintenance. Each Owner shall be responsible for maintaining the Owner's Unit and Lot, in a clean and attractive condition, in good repair and in such fashion as not to create a hazard. Such maintenance responsibility shall include, but not be limited to, the following:

(a) Repair, replace, restore and clean the interior of the Unit, including, but not limited to interior and exterior glass;



(b) Maintain exterior window casements, sashes and frames, window screens, storm windows and exterior doors, including painting or staining of the exterior of the same;

(c) Keep all mechanical and electrical systems and hardware in the Unit and on the exterior of the Unit in good repair and working order, including, without limitation, maintaining, repairing and replacing as necessary electrical wiring, fixtures, plumbing, appliances, heating, air conditioning, sewage disposal and fire protection systems;

(d) Maintain in good condition, repair, and replace as necessary bulbs for exterior lighting, walkways, driveways, patios and decks, keeping them free of snow, ice, debris and obstruction.

### **ARTICLE 8 ASSESSMENTS**

8.1 Purpose of Assessments. The Assessments levied by the Association shall be used to promote the recreation, health, safety, and welfare of the Owners and occupants of the Property, for the improvement, operation, and maintenance of any Common Areas or payment of Common Obligations of the Association, or for funding the enforcement of these Declarations.

8.2 Types of Assessments. The Association may levy Annual Assessments, Special Assessments, Emergency Assessments, and Individual Assessments, all as more particularly described below.

8.3 Apportionment of Assessments. Lots owned by Declarant shall not be subject to Annual Assessments, Special Assessments, or Emergency Assessments until such time as the Unit located on the Lot is occupied for residential use. No Owner by the Owner's own action may claim exemption from liability for contribution towards common expenses by waiver by the Owner of use or enjoyment of any of any Common Area improvement or by abandonment by the Owner of the Owner's Lot. An Owner may not claim an offset against an Assessment for failure of the Association to perform its obligations, and no Owner may offset amounts owing, or claimed to be owing, by the Association or Declarant to the Owner. All Lots subject to Assessment shall pay an equal pro rata share of the Annual Assessments, Special Assessments, and Emergency Assessments commencing upon the date the Lot becomes subject to Assessment. On the initial sale of a Lot, the initial Special Assessment specified in Section 8.5 below and the Annual Assessment for that year shall be collected at closing. The initial Annual Assessments shall be pro-rated based on the amount of the calendar year remaining on the date of closing, and each year thereafter the Annual Assessment shall be due in a lump sum payment upon receipt of notice from the Board.

**8.4 Annual Assessments.** The Board of Directors of the Association shall from time to time and at least annually prepare an operating budget for the Association, taking into account the current costs of maintenance and services and future needs of the Association, any previous over Assessment, and any common profits of the Association. The budget shall take into account the number of Lots subject to assessment as of the first day of the fiscal year for which the budget is prepared and the number of Lots reasonably anticipated to become subject to assessment during the fiscal year. The budget shall provide for such reserve or contingency funds as the Board deems necessary or as may be required by law, but not less than the reserves required by Section 8.5 below. Annual Assessments for such operating expenses and reserves ("Annual Assessments") shall then be apportioned among the Lots as provided in Section 8.3 above, except that the Board, after the turnover meeting described in Section 6.6 may, by resolution, waive annual assessments for Board members. Within 30 days after adopting the annual budget, the Board of Directors shall provide a summary of the budget to all Owners. If the Board of Directors fails to adopt an annual budget, the last adopted budget shall continue in effect. Until adjusted by Declarant or the Board by resolution, the Annual Assessment shall be \$50 per lot. No Amendment of these Declarations shall be necessary for the Declarant or the Board to increase or decrease the amount of assessments.

**8.5 Special Assessments.** In addition to the Annual Assessment authorized above, the Board of Directors may levy during any fiscal year a Special Assessment applicable to that year only for the purpose of deferring all or any part of the cost of any construction or reconstruction, unexpected repair, or acquisition or replacement of a described capital improvement, or for any other one-time expenditure not to be paid for out of Annual Assessments ("Special Assessment"). Special Assessments for acquisition or construction of new capital improvements or additions which in the aggregate in any fiscal year exceed an amount equal to 15% of the budgeted gross expenses of the Association for the fiscal year may be levied only if approved by a majority of the Owners voting on such matter, together for acquisition or construction of new capital improvements or additions with the written consent of the Class B member, if any. Prior to the turnover meeting described in Section 6.6, any Special Assessment for acquisition or construction of new capital improvements or additions must be approved by the Class B member. Special Assessments shall be apportioned as provided in Section 8.3 above and may be payable in lump sum or in installments, with or without interest or discount, as determined by the Board of Directors. Upon the initial sale by Declarant of each unit, the purchaser is specially assessed \$100.00 to be placed in the Association reserve account.

**8.6 Emergency Assessments.** If the Annual Assessments levied at any time are or will become inadequate to meet all expenses incurred under this Declaration for any reason, including nonpayment of any Owner's Assessments on a current basis, the Board of Directors of the Association shall immediately determine the approximate amount of such inadequacy and issue a supplemental budget, noted as to the reason therefor, and levy an emergency assessment for the amount required to meet all such expenses on a current

basis ("Emergency Assessment"). Emergency Assessments shall be apportioned as set forth in Section 8.3 above and payable as determined by the Board of Directors.

**8.7 Individual Assessments.** Any common expense or any part of a common expense benefiting fewer than all of the Lots may be assessed exclusively against the Lots benefited ("Individual Assessment"). Individual Assessments include, without limitation, charges for services provided in accordance with any Governing Document and any common expense that is the fault of the Owner and not paid by insurance. Individual Assessments shall also include default Assessments levied against any Lot to reimburse the Association for costs incurred in bringing such Lot or its Owner into compliance with the provisions of the Governing Documents and for fines or other charges imposed pursuant to this Declaration for violation thereof. Unless otherwise provided by the Board of Directors, Individual Assessments shall be due 30 days after the Board of Directors has given written notice thereof to the Owners subject to the Individual Assessments.

**8.8 Creation of Lien and Personal Obligation of Assessments.** Declarant, for each Lot owned by it within the Property, does hereby covenant, and each Owner of any Lot by acceptance of a conveyance thereof, whether or not so expressed in any such conveyance, shall be deemed to covenant to pay to the Association all Assessments or other charges as may be fixed, established and collected from time to time in the manner provided in the Governing Documents of the Association. Such Assessments and charges, together with any interest, expenses, or attorneys' fees imposed pursuant to Section 9.5, shall be a charge on the land and shall be a continuing lien upon the Lot against which each such Assessment or charge is made. Such Assessments, charges, and other costs shall also be the personal obligation of the person who was the Owner of such Lot at the time when the Assessment or charge fell due. Such liens and personal obligations shall be enforced as set forth in ARTICLE 9.

**8.9 Voluntary Conveyance.** In a voluntary conveyance of a Lot, the grantee shall be jointly and severally liable with the grantor for all unpaid Assessments against the grantor of the Lot up to the time of the grant or conveyance, without prejudice to the grantee's right to recover from the grantor the amounts paid by the grantee therefor. However, upon request of a prospective purchaser, the Board of Directors of the Association shall make and deliver a statement of the unpaid Assessments against the prospective grantor or the Lot, and the grantee in that case shall not be liable for, nor shall the Lot when conveyed be subject to, a lien filed thereafter for any unpaid Assessments against the grantor in excess of the amount set forth in the statement.

## **ARTICLE 9 ENFORCEMENT**

**9.1 Violation of Protective Covenants.** In the event any Owner shall violate any provision of the Governing Documents, then the Association acting through its Board of Directors shall notify the Owner in writing of any such specific violations. If the Owner is

unable, unwilling or refuses to comply with the Association's specific directives for remedy or abatement, or the Owner and the Association cannot agree to a mutually acceptable solution within the framework and intent of this Declaration, then the Association acting through Declarant or its Board of Directors shall, after notice to the Owner and opportunity to be heard, have the right to do any or all of the following:

(a) Assess reasonable fines against such Owner in the manner and amount the Board deems appropriate in relation to the violation, provided a schedule of fines has been provided to the Owners pursuant to RCW 64.38.020(11) which fines shall constitute Individual Assessments for purposes of this Declaration;

(b) Enter the offending Lot and remove the cause of such violation, or alter, repair or change the item which is in violation of this Declaration in such a manner as to make it conform thereto, in which case the Association may assess such Owner for the entire cost of the work done, which amount shall be payable to the Operations Fund as an Individual Assessment, provided that no items of construction shall be altered or demolished in the absence of judicial proceedings;

(c) Cause any vehicle parked in violation of any Governing Document to be towed and impounded at the Owners' expense, which expenses if paid by the Association shall constitute Individual Assessments for purposes of this Declaration;

(d) Suspend the voting rights and the right to use any Common Areas or improvements for the period that the violations remain unabated, provided that the Association shall not deprive any Owner of access to and from Owner's Lot or Unit; and

(e) Bring suit or action against the Owner on behalf of the Association and other Owners to enforce this Declaration or any other Governing Document, and assert any equitable or legal remedy allowed by statutory or common law and the governing documents.

**9.2 Default in Payment of Assessments; Enforcement of Lien.** If an Assessment or other charge levied under this Declaration is not paid within 30 days of its due date, such Assessment or charge shall become delinquent and shall bear interest from the due date at the rate set forth below. In such event the Association may exercise any or all of the following remedies:

(a) The Association may suspend such Owner's voting rights, any utility services paid from Assessments, and the right to use any Common Areas until such amounts, plus other charges under this Declaration and any other Governing Documents, are paid in full and may declare all remaining periodic installments of any Annual Assessment immediately due and payable. In no event, however, shall the Association deprive any Owner of access to and from Owner's Lot or Unit.

(b) The Association shall have a lien against each Lot for any Assessment levied against the Lot, including any fines or other charges imposed under any Governing Document against the Owner of the Lot, and may record notice thereof, and enforce or foreclose the same in any manner allowed by law.

(c) The Association may bring an action to recover a money judgment for unpaid Assessments, fines, and charges under any Governing Document without foreclosing or waiving the lien described in section (b) above. Recovery on any such action, however, shall operate to satisfy the lien, or the portion thereof, for which recovery is made.

(d) The Association shall have any other remedy available to it by law or in equity.

9.3 Notification of First-Position Mortgagee. The Board of Directors shall notify any first-position Mortgagee of any individual Lot of any default in performance of this Declaration and any other Governing Document by the Lot Owner that is not cured within 60 days.

9.4 Subordination of Lien to Mortgages. The lien of the Assessments or charges provided for in this Declaration shall be subordinate to the lien of any Mortgage or deed of trust on such Lot that was made in good faith and for value and which was recorded prior to notice of the lien. Sale or transfer of any Lot shall not affect the Assessment lien, but the sale or transfer of any Lot which is subject to any Mortgage or deed of trust pursuant to a decree of foreclosure thereunder or any deed or proceeding, deed or assignment in lieu of foreclosure shall extinguish any lien of an Assessment notice of which was recorded after the recording of the Mortgage or trust deed. The unpaid Assessments as a result of such foreclosure or sale shall become a common expense of all Owners, including the Mortgagee or purchaser, and such sale or transfer shall not release the Lot from liability for any Assessments or other charges thereafter becoming due or from the lien of such subsequent Assessments or other charges.

9.5 Interest, Late Charges and Expenses. Any amount not paid to the Association when due in accordance with this Declaration shall bear interest from the due date until paid at a rate of twelve percent (12%) per annum, but not to exceed the lawful rate of interest under the laws of the State of Washington. A late charge may be charged for each delinquent Assessment in an amount established from time to time by resolution of the Board of Directors of the Association not to exceed 30% of such Assessment. In the event the Association shall file a notice of lien, the lien amount shall also include the recording fees associated with filing the notice and a fee for preparing the notice of lien established from time to time by resolution of the Board of Directors of the Association, including lawyer's fees, if any.

**9.6 Costs and Attorneys' Fees.** If either (1) a suit, proceeding, arbitration or action of any nature whatsoever is instituted, including without limitation any proceedings under the U.S. Bankruptcy Code, to interpret or enforce any term, condition, or covenant of this Declaration or (2) the services of any attorney are retained to enforce any term, condition, or covenant of this Declaration, then the prevailing party (in the event a suit is initiated) or the Association (in the event a suit is not initiated) shall be entitled to recover from the other party all reasonable attorney's fees and expenses, including paralegal's, accountant's, and other expert's fees, and all other fees, costs, and expenses actually incurred and reasonably necessary in connection with enforcing the terms of this Declaration, including fees, costs and expenses incurred in an action on appeal or bankruptcy proceeding, if any, the recovery of which shall be in addition to all other remedies provided by law.

**9.7 Assignment of Rents.** As security for the payment of all liens arising pursuant to this Article, each Owner hereby gives to and confers upon the Association the right, power and authority, during the continuance of such ownership, to collect the rents, issues and profits of the Owner's Lot, reserving unto the Owner the right, prior to any default by such Owner in performance of that Owner's obligation under the Governing Documents to collect and retain such rents, issues and profits as they become due and payable. Upon any such default, the Association may, at any time after 10 days written notice to such Owner, either in person, by agent or by a receiver to be appointed by a court of competent jurisdiction, and without regard to the adequacy of any security for such indebtedness, enter upon and take possession of such Owner's Lot or any part thereof, sue for or otherwise collect such rents, issues and profits, including those past due and unpaid, and apply the same, less costs and expenses of operation and collection, including reasonable attorneys' fees, in payment of any indebtedness to the Association or in performance of any agreement under this Declaration, and in such order as the Association may determine. Such action shall not cure nor waive any default under this Declaration or invalidate any act done pursuant to this Declaration. The assignment of rents and powers described in this section shall not affect, and in all respects shall be subordinate to, the rights and powers of the holder of any first or second Mortgage on any Lot to do the same or similar acts.

**9.8 Nonexclusiveness and Accumulation of Remedies.** An election by the Association to pursue any remedy provided for violation of this Declaration shall not prevent concurrent or subsequent exercise of another remedy permitted hereunder. The remedies provided in this Declaration or any other Governing Document are not exclusive but shall be in addition to all other remedies, including actions for damages and suits for injunctions and specific performance, available under applicable law to the Association. In addition, any aggrieved Owner may bring an action against another Owner or the Association to recover damages or to enjoin, abate, or remedy any violation of this Declaration or any other Governing Document by appropriate legal proceedings.

**ARTICLE 10  
MORTGAGEES**

10.1 Reserved.

10.2 Reserved.

10.3 FHA/VA Approval. As long as there is a Class B membership, the following actions will require the prior approval of the Federal Housing Administration ("FHA") or the Veterans Administration ("VA"), if this Declaration was previously approved by such agencies: annexation of additional properties, mergers and consolidations, mortgaging of Common Areas, dissolution of the Association, and amendment of any Governing Document of the Association.

**ARTICLE 11  
MISCELLANEOUS PROVISIONS**

11.1 Amendment and Repeal. This Declaration, or any provision thereof, as from time to time in effect with respect to all or any part of the Property, may be amended or repealed by the vote or written consent of Owners representing not less than 75% of the Lots, based upon one vote for each such Lot. To the extent required by Section 10.3, such amendment shall also require the prior written approval of the FHA and VA. Any such amendment or repeal shall become effective only upon recordation in the deed records of Clark County, Washington, of a certificate of the president or secretary of the Association setting forth in full the amendments or repeal so approved and certifying that said amendments or repeal have been approved in the manner required by this Declaration. In no event shall an amendment under this section create, limit or diminish Declarant rights without Declarant's consent, or change the boundaries of any Lot or any uses to which any Lot or Unit is restricted. Prior to the turnover meeting specified in Section 6.6, Declarant may amend any provision of this Declaration, except to increase the scope of Declarant rights reserved in this Declaration, or eliminate any easements after the sale of the first Lot unless Owners representing 75% of the total vote, other than Declarant, agree to the amendment. Such amendment or repeal shall not have the effect of denying any Owner access to Owner's Lot or Unit unless such Owner and any Mortgagee of such Lot have consented thereto.

11.2 Regulatory Amendments. Notwithstanding the provisions of Section 11.1 above, until the turnover meeting described in Section 6.6 has occurred, Declarant shall have the right to amend this Declaration or any Governing Document of the Association in order to comply with the requirements of the Federal Housing Administration, the United States Department of Veterans Affairs, the Farmers Home Administration of the United States, the Federal National Mortgage Association, the Government National Mortgage Association, the Federal Home Mortgage Loan Corporation, any department, bureau, board, commission or agency of the United States or the State of Washington, or any

corporation wholly owned, directly or indirectly, by the United States or the State of Washington which insures, guarantees or provides financing for a planned community or lots in a planned community. After the turnover meeting, any such amendment shall require the approval of a majority of the Owners of the Association voting in person, by proxy, or by ballot at a meeting or ballot meeting of the Association at which a quorum is represented.

11.3 Joint Owners. In any case in which two or more persons share the ownership of any Lot, regardless of the form of ownership, the responsibility of such persons to comply with this Declaration and any other Governing Document of the Association shall be a joint and several responsibility, and the act or consent of any one or more of such persons shall constitute the act or consent of the entire ownership interest; provided, however, that in the event such persons disagree among themselves as to the manner in which any vote or right of consent held by them shall be exercised with respect to a pending matter, any such person may deliver written notice of such disagreement to the Association, and the vote or right of consent involved shall then be disregarded completely in determining the proportion of votes or consents given with respect to such matters.

11.4 Lessees and Other Invitees. Lessees, invitees, contractors, family members and other persons entering the Property under rights derived from an Owner shall comply with all of the provisions of this Declaration and any other Governing Document of the Association restricting or regulating the Owner's use, improvement, or enjoyment of Owner's unit and other areas within the Property. The Owner shall be responsible for obtaining such compliance and shall be liable for any failure of compliance by such persons in the same manner and to the same extent as if the failure had been committed by the Owner.

11.5 Interim Powers. Unless specified otherwise, powers given in these Declarations to the Board may be exercised by Declarant until the Turnover Meeting described in Section 6.6.

11.6 Enforcement. The Association, or any Owner or any Mortgagee of record shall have the right to enforce, by any proceeding at law or in equity, all easements, restrictions, conditions, covenants, reservations, liens, and charges now or hereafter imposed by the provisions of this Declaration or any other Governing Document of the Association. Failure by the Association or by any Owner to enforce any covenant or restriction contained in this Declaration or any other Governing Document shall not be deemed a waiver of the right to do so thereafter.

11.7 Construction; Severability; Number; Caption. This Declaration shall be liberally construed as an entire document to accomplish the purposes thereof as stated in the introductory paragraphs hereof. Nevertheless, each provision of this Declaration shall be deemed independent and severable, and the invalidity or partial invalidity of any



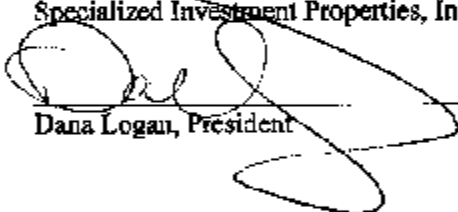
provision shall not affect the validity or enforceability of the remaining part of that or any other provision. As used herein, the singular shall include the plural and the plural the singular, and the masculine and neuter shall each include the masculine, feminine, and neuter, as the context requires. All captions used in this Declaration are intended solely for convenience of reference and shall not limit any provision of this Declaration. If at any time the Property shall fall within the limits of any incorporated municipality, any reference to the Clark County shall be construed to include any other unit of local government having jurisdiction over the Property.

**11.8 Notices and Other Documents.** Any notice or other document permitted or required by this Declaration or any other Governing Document may be delivered personally or by mail. Delivery by mail shall be deemed made 72 hours after having been deposited in the United States mail, with postage prepaid, addressed as follows: If to Declarant, to Declarant's address stated below; if to an Owner, at the address given by the Owner at the time of the Owner's purchase of a Lot or at the Unit; if to the Association, to the mailing address of an officer of the Association or its Managing Agent, if any. The address of a party may be changed by the party at any time by notice in writing delivered to the Association as provided herein.

**IN WITNESS WHEREOF,** Declarant has executed this Declaration as of the date set forth above.

**DECLARANT:**

Specialized Investment Properties, Inc.

  
Dana Logan, President

State of Washington     )  
  ) ss.  
County of Clark         )

On this 14 day of Aug., 2007, before me personally appeared DANA LOGAN, to me known to be the President of Specialized Investment Properties, Inc., 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 that they were authorized to execute said instrument on behalf of said corporation.

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



*Donna J. Marchand*  
Notary Public, in and for the State of Washington  
Residing at: *Vancouver*  
My Commission expires: *11-9-09* .....

DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS, AND EASEMENTS - 25

**EXHIBIT A**

**St. Nick's Place Legal Description**

**EXHIBIT 'A'**

**DESCRIPTION:**

**ORDER NO: V42624 JW**

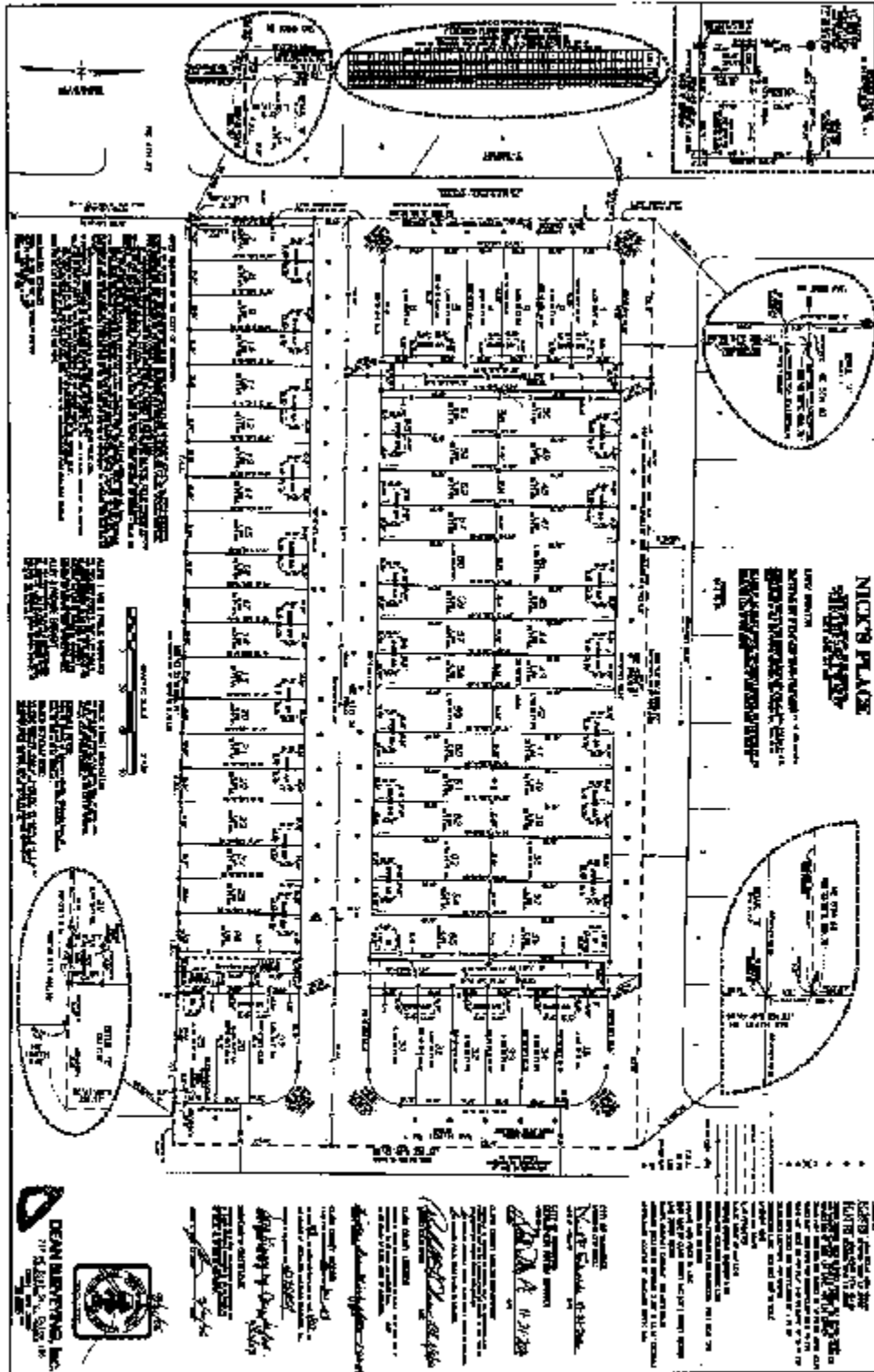
**The North 20 rods of the West half of the Southwest quarter of the Southeast quarter of Section 28, Township 2 North, Range 1 East of the Willamette Meridian.**

**EXCEPT County or public roads.**

**ALSO EXCEPT that portion deeded to the City of Vancouver by Statutory Warranty Deed recorded under Auditor's File No. 3017897 records of Clark County, Washington.**

**EXHIBIT A**

**DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS, AND EASEMENTS - 26**



**NICK'S PLACE**

1000 S. 10th St.  
 Anchorage, Alaska 99501  
 (907) 562-1234

**GENERAL NOTES:**  
 1. ALL WORK SHALL BE IN ACCORDANCE WITH THE 2006 ANCHORAGE BUILDING CODE.  
 2. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS.  
 3. THE CONTRACTOR SHALL MAINTAIN ACCESS TO ALL ADJACENT PROPERTIES AT ALL TIMES.  
 4. ALL MATERIALS AND WORKMANSHIP SHALL BE SUBJECT TO INSPECTION AND APPROVAL BY THE CITY OF ANCHORAGE.

**FOUNDATION:**  
 FOUNDATION SHALL BE CONCRETE ON GRADE.  
 ALL FOUNDATION WORK SHALL BE SUBJECT TO INSPECTION AND APPROVAL BY THE CITY OF ANCHORAGE.

**ROOFING:**  
 ROOF SHALL BE ASPH/FLT ON 2" X 4" JOISTS.  
 ALL ROOFING WORK SHALL BE SUBJECT TO INSPECTION AND APPROVAL BY THE CITY OF ANCHORAGE.

**MECHANICAL:**  
 MECHANICAL SYSTEMS SHALL BE INSTALLED IN ACCORDANCE WITH THE 2006 ANCHORAGE MECHANICAL CODE.  
 ALL MECHANICAL WORK SHALL BE SUBJECT TO INSPECTION AND APPROVAL BY THE CITY OF ANCHORAGE.

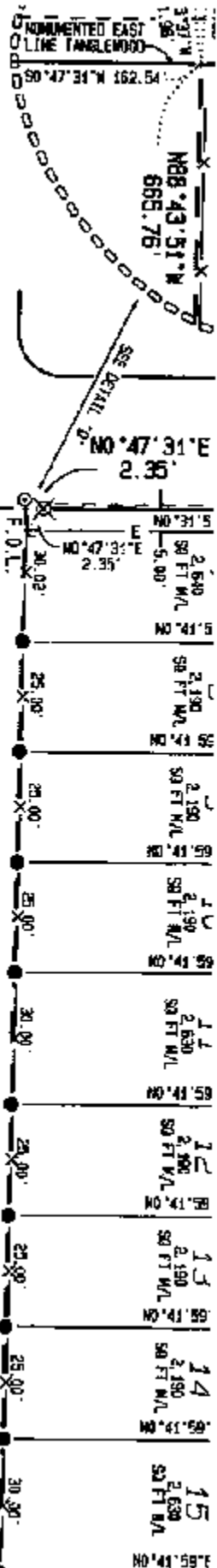
**ELECTRICAL:**  
 ELECTRICAL SYSTEMS SHALL BE INSTALLED IN ACCORDANCE WITH THE 2006 ANCHORAGE ELECTRICAL CODE.  
 ALL ELECTRICAL WORK SHALL BE SUBJECT TO INSPECTION AND APPROVAL BY THE CITY OF ANCHORAGE.

**CONTRACTOR:**  
 Nick's Place, LLC  
 1000 S. 10th St.  
 Anchorage, Alaska 99501  
 (907) 562-1234

**OWNER:**  
 Nick's Place, LLC  
 1000 S. 10th St.  
 Anchorage, Alaska 99501  
 (907) 562-1234

PK 317 B 462

EXHIBIT B  
 PAGE 1 OF 3



BASIS OF BEARINGS  
SURVEY BR. 9 PG 159

NE 4TH ST

**NOTES REQUIRED BY THE CITY OF VANCOUVER**

IF ANY CLUTTERAL RESOURCES ARE DISCOVERED IN THE COURSE OF UNDERPINNING THE DEVELOPMENT ACTIVITY, ALL GRUND-DRIBRANING ACTIVITY SHALL CEASE UNTIL THE OFFICE OF ARCHITECTURE AND HISTORIC PRESERVATION IN OLIVIERA AND CITY OF VANCOUVER DEVELOPMENT REVIEW SERVICES HAVE BEEN NOTIFIED AND THE DISCOVERY IS REVIEWED BY A QUALIFIED ARCHITECTURAL HISTORICIST. FAILURE TO COMPLY WITH THESE S-A-IE REQUIREMENTS MAY CONSTITUTE A CLASS C VIOLATION, SUBJECT TO IMPROVEMENT AND/OR FINES.

ALL NEW STRUCTURES REQUIRING WATER OR SEWER UTILITIES SHALL CONNECT TO PUBLIC SEWER AND WATER, CITY OF VANCOUVER PARALLEL PLACEMENT TO CHAPTER 20.97 OF THE V.M.C. THE PARK, TRAFFIC AND SCHOOL IMPACT FEES FOR EACH SINGLE-FAMILY DWELLING ARE: P.F. \$2.751 PER SINGLE-FAMILY RESIDENCE (PARK DISTRICT 2), S.F.F. \$4.946 PER SINGLE-FAMILY RESIDENCE (EVERGREEN SCHOOL DISTRICT), TIF-\$891.22 PER SINGLE-FAMILY ATTACHED DWELLING UNIT (EAST CITY TRAFFIC IMPACT SUB-AREA) TIF OVERLAY - \$49.81 PER SINGLE-FAMILY ATTACHED DWELLING.

THE IMPACT FEES SHALL BE RECALCULATED FOR BUILDING PERMIT APPLICATIONS THAT ARE FILED AFTER JANUARY 25, 2008.

STREET TREES MUST BE MAINTAINED IN A VIGOROUS AND HEALTHY CONDITION, FREE FROM DISEASES, PESTS, AND WEEDS IN ACCORDANCE WITH THE STANDARDS SET FORTH IN THE URBAN FORESTRY MANUAL. TREES THAT BECOME DISEASED, SEVERELY DAMAGED, OR WHICH ARE TO BE REMOVED BY THE OWNER AS SOON AS POSSIBLE BUT NO LATER THAN 90 DAYS AFTER NOTIFICATION BY THE CITY. ALL TREES REMOVED UNDER THIS SECTION SHALL BE REPLACED WITH A HEALTHY TREE OF THE SAME SIZE AND SPECIES AS REQUIRED BY THE APPROVED TREE PLAN FOR THE PROPERTY.

RECREATIONAL VEHICLES WILL NOT BE ALLOWED TO BE STORED ANYWHERE ON-SITE WITHIN PUBLIC VIEW.

NO INDIVIDUAL LOT ACCESS WILL BE ALLOWED ONT NE 104TH AVENUE, AN ARTERIAL STREET.

LOTS 30-32 SHALL ACCESS OFF THE PROPOSED PUBLIC ALLEY WEST OF LOTS 30-32 AND LOTS 3-5 SHALL ACCESS OFF THE PROPOSED PUBLIC ALLEY EAST OF LOTS 1-6. LOT 28 SHALL NOT ACCESS OFF THE PRIVATE ALLEY 3.

THE OWNERS OF LOTS 27, 28, AND 29 ARE RESPONSIBLE FOR ALL MAINTENANCE OF THE PRIVATE ALLEY.

SOME YARD SETBACKS FOR ALL LOTS ARE ZERO FEET EXCEPT AS INDICATED OR DESIGNATED HEREIN.

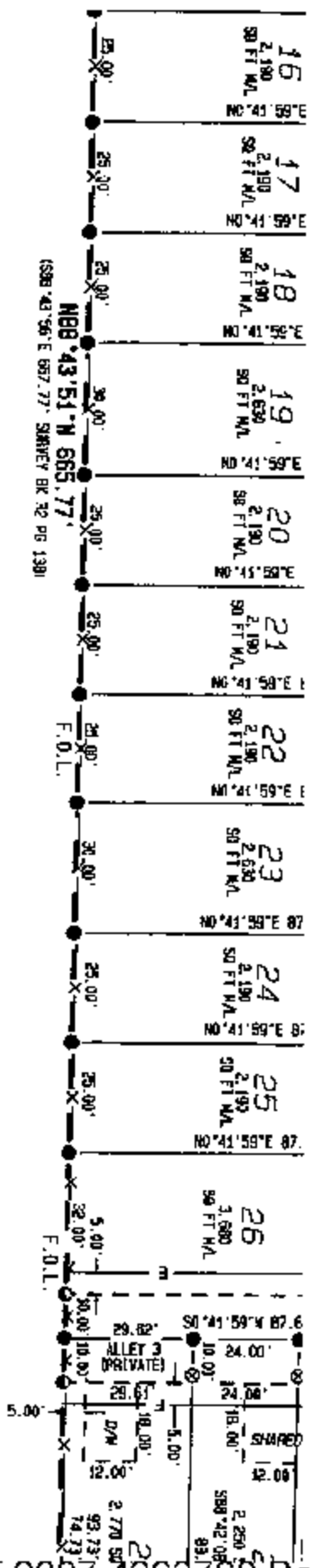
ALL BUILDINGS DERIVED BY PUBLIC SPONTANEOUS FIRE SHALL COMPARE TO THE MINIMUM FINISHED FLOOR ELEVATIONS SCHEDULE SHOWN FOR THE LOTS SO DESIGNATED IN THE TABLE ABOVE.

**DESIGNATED SETBACKS**

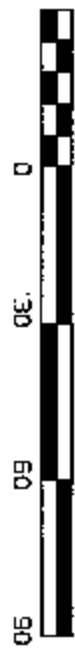
FRONT: 10 FEET (32 FEET FOR VEHICULAR SHELFED)  
REAR OR THROUGH: 0 FT 3 FEET  
SIDE: ZERO FEET OR 5 FEET  
STREET SIDE: 10 FEET

B

EXHIBIT PAGE 2 OF 3



GRAPHIC SCALE 1" = 30'



**ALLEYS 1 AND 2 PUBLIC EASEMENTS**

THE AREAS SHOWN HEREON AS ALLEY 1 AND ALLEY 2 AND DESIGNATED AS "PUBLIC" ARE HEREBY DEDICATED AS ACCESS EASEMENTS TO THE CITY OF VANCOUVER FOR TRAILS AND EGRESS SERVING LOTS 1 THROUGH 5 AND LOTS 20 THROUGH 22 INCLUSIVE AND FOR ALL UTILITIES, STORMWATER TREATMENT, WATER SERVICES AND SANITARY SEWER SERVICES PURPOSES.

**ALLEY 3 PRIVATE EASEMENT**

THE AREA SHOWN HEREON AS ALLEY 3 AND DESIGNATED AS "PRIVATE" IS A 20 FOOT WIDE PRIVATE SHARED DRIVEWAY AND ACCESS EASEMENT FOR TRAILS, EGRESS, UTILITIES AND SANITARY SEWER SERVING LOTS 27, 28 AND 29 OF THIS PLAT ONLY.

**PUBLIC STREET DEDICATION**

THE AREAS SHOWN HEREON AS NE 162ND AVE., NE 164TH AVE., NE 4TH STREET AND NE 5TH STREET AND DESIGNATED AS "PUBLIC" ARE HEREBY DEDICATED TO THE CITY OF VANCOUVER FOR ALL PUBLIC STREET PURPOSES.

**SIDEWALK NOTES:**

PRIOR TO ISSUANCE OF OCCUPANCY PERMITS, SIDEWALKS SHALL BE CONSTRUCTED ALONG ALL LOTS FRONTING PUBLIC STREETS. SIDEWALKS SHALL BE THE 4' OR 5' TYPICAL.

**SHARED DRIVEWAY NOTE:**

THE AREAS DESIGNATED HEREON AS "SHARED D/W" ARE MINIMUM 12.00' X 16.00' RECIPIROCAL DRIVEWAY EASEMENTS FOR INCIDENTAL AND TRANSIENT TRAILS AND EGRESS ACROSS ADJACENT LOTS. PARKING OR OTHERWISE OBSTRUCTING ACCESS TO OR FROM THE AFFECTED LOT IS PROHIBITED.

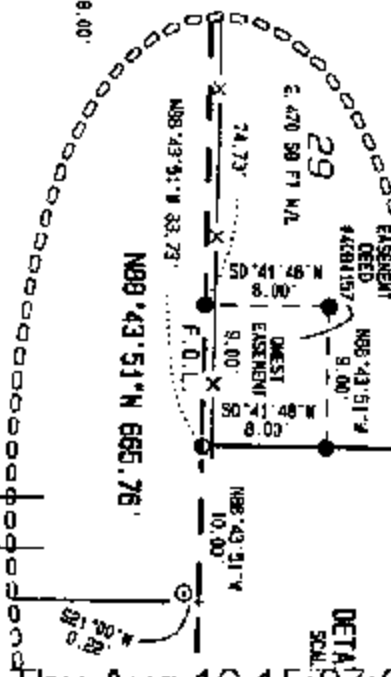


EXHIBIT B  
PAGE 3 OF 11

### **EXHIBIT C**

#### **Rules and Regulations of Nick's Place, a zero lot line subdivision in Vancouver, Washington**

Declarant hereby adopts the following rules and regulations, which are subject to amendment or supplementation only upon an amendment of the Declaration of Covenants, Conditions, Restrictions, and Easements for Nick's Place, or as otherwise provided in Section 5.16 of said Declarations.

#### **Section 1. Schedule of Fines:**

**RESERVED**

#### **Section 2. Rules:**

1. No laundry lines are to be installed or used on the exterior of any home.
2. No towels are to be left hanging over on the rear or front deck railing.
3. No storage of items on decking is allowed, however barbeques in good working condition and patio furniture is permitted on the decks.
4. Decks are to be kept clear of debris, neat and clutter free.
5. Decks and fences are to be stained every three years with uniform color and design throughout the community. See Exhibit D hereto for design. Owners can use JP & Company (360) 521-7120 for staining.
6. Landscaping is to be maintained front and back by a professional landscape company on all Lots which are not occupied by an Owner (including Lots leased to a tenant). In any event, landscaping shall be maintained to be neat and pleasing aesthetically, and kept groomed, fertilized, as free of weeds as possible and otherwise not a nuisance to neighboring Lots.
7. No clutter allowed on any front porch.
8. No toys are to be left out in any front yard.
9. No parking is allowed in any alley, nor may Owners keep vehicles parked on the streets or in their yards.
10. All homes will have a lamp post at the end of the driveway.

EXHIBIT C  
DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS, AND EASEMENTS - 28

11. Alley homes may opt to have the lamp post on the front door side of home (placement to be approved by Dana Logan).
12. All lamp posts shall be kept in good working order.
13. All lamp posts shall be left on photo sensor from dusk to dusk.
14. No motorized scooters allowed.
15. No basketball hoops allowed.
16. No commercial oversized work vehicles and/or semi's are to be parked inside of Nick's Place and/or along 104th Avenue.
17. No boats or RV's are to be parked in the driveway or on the street for more than six hours (long enough to load and unload only).
18. Garage doors must be closed if not in use.
19. No more than two cars allowed per driveway.
20. No auto repairs allowed in driveway or in garage with garage door opened.
21. No auto repair business allowed to be operated from any of the homes.
22. No daycare allowed to be run from any of the homes.
23. No fireworks are allowed within the subdivision.
24. Roof access will be for maintenance and repairs ONLY; not for sitting on.
25. All trees shall be maintained in accordance with the ordinances of the City of Vancouver, State of Washington, as are now or later come into effect, and all street trees must be maintained in a vigorous and healthy condition pursuant to notations on the Plat of Nick's Place.

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EXHIBIT C  
DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS, AND EASEMENTS - 29