



COVENANTS, CONDITIONS AND RESTRICTIONS
AND
ESTABLISHMENT OF HOMEOWNERS ASSOCIATION
FOR THE
PLAT OF HERITAGE RIDGE-SOUTHVIEW HEIGHTS PHASE 6(I)

THIS DECLARATION, made on the date hereinafter set forth by NORTHWEST BUILDERS GROUP, L.L.C., a Washington limited liability company, (hereinafter referred to as "Declarant").

WITNESSETH:

WHEREAS, Declarant is the owner of certain real property in the County of Clark, State of Washington, which is more particularly described as follows: HERITAGE RIDGE-SOUTHVIEW HEIGHTS PHASE 6(I) as recorded in Book 310 of Plats, Page 610, Auditor's File No. 3038348.

NOW, THEREFORE, Declarant hereby declares that all properties described above shall be held, sold and conveyed subject to the following easements, restrictions, covenants, and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with the real property and be binding on all parties having any right, title or interest in the described property, or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

ARTICLE I

Definitions

Section 1. "Association" shall mean and refer to the Heritage Ridge-Southview Heights Homeowners' Association, a Washington nonprofit corporation, its successors and assigns. The Heritage Ridge-Southview Heights Homeowners' Association will be duly formed and incorporated as a Washington non-profit corporation.

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

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

Section 4. "Lot" shall mean and refer to any plot of land shown upon the recorded subdivision map of the property.

Section 5. "Common Area" shall mean all real property owned by the Association for the common use and enjoyment of the owners. The common area owned by the Association are or shall be designated on all recorded plats for all phases of Southview Heights including phase VI.A. The Common Area shall be conveyed to the Association at the time the Class B membership is converted to Class A membership per Article III, Section 2, delineated later in this text.

Section 6. "Declarant" shall mean and refer to the parties described in the preamble hereto, their successors and assigns who acquire all of Declarant's interest in South View Heights Subdivision Phase VI.A.

Section 7. "A.C.C" shall mean the Architectural Control Committee as defined in Article V following.

Section 8. "Development Period" means the period of time from the recording of this Declaration until such time as all lots in all phases of Southview Heights Phase VI.A as described in the Plats of Southview Heights.

ARTICLE II

Property Rights

Section 1. Owner's Easement of Enjoyment. Every owner shall have a right and easement of enjoyment in and to the Common Areas which shall be appurtenant to and shall pass with the title to every lot, subject to the following provisions:

(a) the right of the Association to charge reasonable fees for the maintenance and upkeep of the Common Area and any recreational facility situated upon the Common Areas;

(b) the right of the Association to suspend the voting rights and the right to use of the recreational facilities, if any, by an owner

for any period during which any assessment against his lot remains unpaid;

(c) the right of the Association to dedicate or transfer all or part of the Common Areas to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument signed by two-thirds (2/3) of the total membership agreeing to such dedication or transfer has been recorded.

Section 2. Delegation of use. Any owner may delegate in accordance with the By-Laws, his rights of enjoyment to the Common Area and facilities to the members of his family, his tenants, or contract purchasers who reside on the property.

Section 3. Homeowners Association Operating Account. Declarant, on behalf of the Association, has funded the initial operating account in an amount exceeding ONE HUNDRED AND NO/100 DOLLARS (\$100.00). First Independent Bank is the depository selected by the Declarant. The Association may change the selected depository as the Association deems necessary and appropriate.

Section 4. Annexation. Additional contiguous property and Common Area may be annexed to the Properties by Affidavit filed by the Declarant as subsequent phases of the South View Heights development are recorded in Clark County, Washington.

ARTICLE III

Membership and Voting Rights

Section 1. Every owner of a lot which is subject to assessment shall be a member of the Association. Membership shall be appurtenant subject to assessment.

Section 2. The Association shall have two (2) classes of voting membership:

Class A. Class A membership shall be all owners with the exception of the Declarant and shall be entitled to one (1) vote for each lot owned. When more than one person holds interest in any lot, all such persons shall be members. The vote for such lot shall be

exercised as they among themselves determine, but in no event shall more than one (1) vote be cast with respect to any lot.

Class B. Class B members shall be the Declarants and shall be entitled to three (3) votes for each lot owned. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:

(a) when the total votes outstanding in the Class A membership equal or exceed the total votes outstanding in the Class B membership; or

(b) on January 1, 2010.

Section 3. There shall be an annual meeting of the Association each year, at a time, date and place established by the Board of Directors of the Association, upon thirty (30) days written notice to the members at their address as reflected on the records of the Association. Other meetings of the Association may be called by the Board of Directors from time-to-time. A meeting of the Association may also be called upon thirty (30) days written notice signed by members representing ten percent (10%) of all lots.

Section 4. There shall be an Association Board of Directors of between four (4) and six (6) members. The initial Board of Directors shall consist of Judy Werre, Karl Lemire, Dan Davis and Darren Deputy. Thereafter all Directors shall be members of the Association. The Association shall adopt By-Laws providing for the election of Directors and Officers, providing for the terms therefor and dealing with matters affecting the conduct of the Association. The Board of Directors shall have the authority to adopt rules regulating the conduct of members and other persons, including rules governing the use of lots and Common Areas in addition to those rules contained in Section II of this Declaration, including provisions for the enforcement of any rules.

ARTICLE IV

Covenants for Maintenance Assessment

Section 1. Creation of the Lien and Personal Obligation of Assessments. The Declarant, for each lot owned within the properties, hereby covenant, and each owner of any lot by acceptance of a deed therefor,

whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay the Association:

- (1) annual assessments or charges; and
- (2) special assessments for capital improvements, such assessments to established and collected as hereinafter provided.

The annual and special assessments, together with interest, costs, and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, costs and reasonable attorney's fees, shall also be the personal obligation of the person who was the owner of such property at the time when the assessment fee due.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the recreational, health, safety, and welfare of the residents in the properties and for the improvements and maintenance of the Common Areas, including those real property taxes of the Common Areas.

Section 3. Maximum Annual Assessment. Until January 1st of the year immediately following the conveyance of the first lot to an owner, the maximum annual assessment shall not exceed Two Hundred Dollars (\$200.00) per lot.

(a) From and after January 1st of the year immediately following the conveyance of the first lot to an owner, the maximum annual assessment may be increased each year not more than six percent (6%) above the maximum assessment for the previous year without a vote of the membership.

(b) From and after January 1st of the year immediately following the conveyance of the first lot to an owner, the maximum annual assessment may be increased above six percent (6%) by a vote of two-thirds (2/3) of the total membership who are voting in person or by proxy, at a meeting duly called for this purpose.

(c) The Board of Directors may fix the annual assessment in an amount not in excess of the maximum.

Section 4. Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Area, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3) of the total membership who are voting in person or by proxy, at a meeting duly called for this purpose.

Section 5. Notice and Quorum for any Action Authorized under Section 3 and 4. Written notice of any meeting called for the purpose of taking any action authorized under Sections 3 and 4 shall be sent to all members not less than thirty (30) days nor no more than fifty (50) days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast sixty percent (60%) of all of the votes of the total membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than fifty (50) days following the preceding meeting.

Section 6. Uniform Rate of Assessment and Exempt Property. Both annual assessments and special assessments must be fixed at a uniform rate for all lots and must be collected on a quarterly basis, provided, however, that any unimproved lot owned by Declarant, or property dedicated to and accepted by a local public agency authority and all Common Areas, shall not be subject to any assessment or charge herein.

Section 7. Date of Commencement of Annual Assessments; Due Dates. The annual assessments provided for herein shall commence as to all lots on the first day of the month following the conveyance of the Common Areas. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessment against each lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every owner subject thereto. The due dates shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an Officer of the Association setting forth whether the assessments on a specific lot have been paid.



Section 8. Effect of Non-Payment of Assessments; Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall bear interest at the rate of one percent (1%) per month. The Association or the Declarant may bring action at law against the owner personally obligated to pay the same or foreclose the lien against the property. No owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Areas or abandonment of his lot.

Section 9. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any lot shall not effect the assessment lien. However, the sale or transfer of any lot pursuant to the mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such lot from liability from any assessments thereafter becoming due or from the lien thereof.

Section 10. Real Property Taxes. In the event real property taxes shall become delinquent on the Common Areas, the total amount of the delinquent taxes shall be divided equally among all owners, and said portion of each owner's share delinquent taxes shall be a lien on said owner's lot to the same extent as if the delinquent tax was in the owner's lot.

Section 11. Subordination of the Lien of Taxes to Mortgage. The lien of the taxes provided for herein relative to the Common Areas only shall be subordinate to the lien of any first mortgage. Sale or transfer of any lot pursuant to mortgage foreclosure or any proceeding in lien thereof, shall extinguish the lien of such taxes as to payments which become due prior to such sale or transfer. No sale or transfer shall relieve such lot from liability for any taxes thereafter becoming due or from the lien thereof.

Section 12. Common Area Maintenance Responsibility. Maintenance of the Common Areas and any appurtenances/improvements thereon, including any storm water discharge biofilter areas, shall be the responsibility of the Homeowners Association. The Common Areas shall be maintained as open space for the benefit of all owners. The construction of additional amenities commonly associated with common recreational areas, if any, may be permitted after approval by the Board of Directors of the Homeowners Association and the A.C.C. Trees, shrubs, plants, soil and natural growth shall not be unnecessarily disturbed.

Section 13. Wetlands and Other Improvements.

13.1 The owners, by and through the Homeowners Association, are responsible for maintaining any wetlands of the South View Heights Phase VI.A Development, which shall be considered a Common Area. The Homeowners Association shall make an apportionment and assessment of expenses of maintenance, repair and/or restoration of the wetlands as provided in the assessment section of these Declarations. Notwithstanding the provisions herein regarding the termination of these Declarations, the lot owners and their successors and assigns, devisees and real estate vendees shall remain jointly and severally liable for the monitoring, maintenance, repair and/or restoration of the wetlands. The owners by and through the Homeowners Association are also responsible to construct and/or maintain easements, trails, gazebos and any other amenities to the extent a) such easements, trails, gazebos and any other amenities are included in the Common Areas and/or b) any agreement to so construct or maintain is hereafter entered into with the City of La Center or other governmental entity.

13.2 Any portion of the property depicted as the "newly-created wetlands" on the final site plan shall immediately be developed as part of the man made wetlands created as part of the biofilter storm drainage system. The newly-created wetlands, existing wetlands and land reserved for potential future wetlands shall be governed by the conditions and monitoring program set forth in the existing permit conditions. The water quality monitoring and contingency program shall continue for the longer of five (5) years (from the date of reissuance of the Substantial Development Permit and Conditional Use Permit) or when 75% of the lots depicted on the final site plan as "lots within biofilter drainage" are developed.

Section 14. Levy of Private roadway Maintenance Assessments. The Homeowners Association shall levy and collect assessments for maintenance, construction, repair and/or restoration of any private roadways from each owner on an equal basis as herein provided in the section regarding assessments. The Declarant or its successors will be deemed the owner of all lots not sold to other parties for purposes of this section.

(a) Each and every calculation and assessment made pursuant to the terms of this section shall be enforceable as any other assessment as herein provided.

Section 15. Public Pedestrian Trail. The Homeowners Association shall allow members of the public to access the public trail through the private access that may be designated on the final plats as "private access/permitted public access," between dawn and dusk, and so long as the use does not constitute an unreasonable interference with the quiet enjoyment of the homeowner residing in the development. The Homeowners Association shall have the right to petition the City of La Center to present evidence that the public access is contributing to the disruption of the quiet enjoyment of the homeowners. Upon a finding by the City of La Center that the public access has contributed to an unreasonable disruption of quiet enjoyment, the Homeowners Association shall have the right to restrict further access to the public as deemed appropriate by the City of La Center or the Department of Ecology. Should the City's decision be deemed unsatisfactory, a petition may be filed by the Homeowners Association with the Department of Ecology, whose decision shall be final.

Section 16. Agreement with City of La Center. The Declarant and/or the Homeowners Association shall have the authority to enter into Agreements with the City of La Center and/or other appropriate governmental entities conveying or dedicating property for public use, providing for the Homeowners' Association to construct and/or maintain amenities for use by the public, providing and maintaining easements for storm drainage and other utilities.

ARTICLE V

Declaration of Protective Covenants

Section 1. Architectural Control Committee. "A.C.C." shall mean and refer to the Architectural Control Committee as provided for and defined in these Covenants. The Association Board of Directors shall appoint an Architectural Control Committee. The A.C.C. shall consist of not less than two (2) nor more than four (4) members, who need not be members of the Association. The members of the A.C.C. shall serve without compensation.

A. Membership. The initial Architectural Control Committee is composed as follows:

- (1) Judy Werre
- (2) Karl Lemire
- (3) Dan Davis
- (4) Darren Deputy

The Committee may designate a representative to act for it. In the event of death or resignation of any member of the Committee, the remaining members shall have the authority to designate a successor. In the event of retirement or resignation, replacement members of the A.C.C. shall be appointed by and serve at the pleasure of the Directors of the Homeowners Association.

B. Procedure.

(1) The Committee's approval or disapproval as required in these covenants, shall be in writing. As a condition of approval, the A.C.C. may require a builder to deposit funds to insure repair of any curbs, sidewalks, streets, or utilities damaged by such construction. In the event the Committee or it's designated representative fails to approve or disapprove within thirty (30) days after plans and specifications have been submitted to it, or in any event, if no suit to enjoin the construction has been commenced prior to completion thereof, approval will not be required and the related covenants shall be deemed to have been fully complied with. However, square footage as defined in Article V, Section 21, will be a requirement whether plans have or have not been approved:

(2) So as to maintain continuity of architectural standards, the Declarant retains the right to approve plans and specifications on all remaining vacant lots owned by the Declarant. These rights shall remain in effect beyond the time set forth in Article III, Section 2.

Section 2. Property Subject to this Declaration. The real property which is and shall be held, transferred, sold, conveyed, and occupied subject to this Declaration is located in Clark County, Washington, which is more particularly described as Southview Heights Phase VI.A as recorded in Book 310 of Plats, Page 610, Auditors File No. 3038348, and legally described in Exhibit "A" attached hereto and by this reference made a part hereof, and such additional contiguous property and common area that may be annexed to the properties by affidavit filed by the Declarant as subsequent phases of the Southview Heights Development are recorded in Clark County, Washington pursuant to Article 2, Section 4 of this Declaration.

Section 3. General Provisions.

(1) These restrictive Covenants shall run with the land and shall be binding upon all parties thereto and all persons claiming under them for a term of twenty (20) years. The provisions of this Declaration are declared to create mutual, equitable covenants and servitudes for the benefit of the Declarants and each owner or contract purchaser of a lot or building site subject to said covenants, conditions and restrictions and may be enforced by any proceeding at law or in equity against any person or persons violating or attempting to violate any covenants, conditions or restrictions, either to restrain violation and/or to recover damages, and failure of the Declarants, the Architectural Control Committee, or any owner or contract purchaser to enforce any covenants, conditions or restrictions or to exercise any rights herein contained shall in no event be deemed a waiver of the right to do so thereafter. All costs incurred in enforcement shall be at the expense of the violator or violators.

(2) Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant, either to restrain violation or to recover damages. The court may award attorney's fees to the Architectural Control Committee against any person found to be in violation hereof.

(3) Invalidation of any one the of covenants by judgement or Court Order shall in no way affect any of the other provisions which shall remain in full force and effect.

Section 4. Building Restrictions. All lots as recorded in the plats, except the Common Area, shall be known and described as "residential lots". A building site shall consist of at least one or more residential lots as shown on said plats. No building or structure shall be erected, constructed or maintained or permitted upon such residential lots, except upon a building site as herein above defined. No dwelling shall be constructed or permitted upon a building site other than one attached single family dwelling for a single family occupancy only, not to exceed two and one-half (2 1/2) stories in height above the average lot elevation. Height restrictions do not relate to view as that item is solely up to the Architectural Control Committee.

Section 5. Building Limits. All dwellings or garage or any part thereof, or any other structure shall be erected in conformity with all local building codes.



Section 6. Yard Requirements. All structures erected on South View Heights Subdivisions shall conform with Clark County and the City of La Center regulations relative to side yard, rear lot set-backs and front yard set-backs.

Section 7. Approval of Plans by Architectural Control Committee. All buildings structures and other improvements, including but not limited to, concrete, or masonry walls and rockeries, to be constructed within the property shall be submitted for prior approval by the A.C.C. Complete plans and specifications of all proposed buildings, structures, and exterior alterations, together with detailed plans showing the proposed location of the same in the particular building site, shall be submitted to the A.C.C. before construction or alteration is started, and such construction or alteration shall not be started until written approval thereof is given by the A.C.C.

All plans and specifications for approval by the A.C.C. must be submitted at least thirty (30) days prior to their submission of the plans to the City of LaCenter for site plan review.

As to all improvements, construction and alterations within the property, the A.C.C. shall have the right to refuse to approve any design or plan for such improvements, construction or alterations, which is not suitable or desirable in the A.C.C.'s opinion, for any reason, aesthetic or otherwise, and in so passing on such design, the A.C.C. shall have the right to take into consideration the suitability of the proposed building or other structure, and the exterior material of which it is to be built, to the site upon which it is proposed to erect the same, the harmony thereof with the surroundings, and the affect or impairment that said structures will have on the view of surrounding building sites, and any and all facts, which in the A.C.C.'s opinion shall affect the desirability or suitability of such proposed structures, improvements, or alterations.

No building, boundary wall, or other permanent structures or fixtures including but not limited to, sports courts, basketball hoops, volleyball nets, tether ball poles, dog runs or the like shall be erected, placed or altered on any residential lot or building site until the building plans, specifications and plot plan showing the location of such improvements have been approved in writing by a majority of the A.C.C. as to the quality of workmanship and materials planned and for conformity and harmony of the external design with existing structures on the said residential lots or building sites, and as to location of the building with respect to topography, finish grade evaluation and building set-back restrictions. In the event said Committee

fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, such approval will not be required. The property owner shall pay all attorney's fees, court costs, and other expenses incurred in enforcing the decision of the Committee.

Roofing material shall be a minimum 25 year composition or better, wood shake, wood shingle, or tile.

The residences constructed in Southview Heights Phase 6 shall have Lap siding on all sides. No T1-11 siding is allowed. All roofing materials for residences constructed in Southview Heights Phase VI.A shall consist of Architectural 80 or comparable 30 year composition roofing, tile or wood shakes.

Section 8. Prosecution of Construction Work. Construction of any dwelling shall be completed (including exterior decoration and landscaping) within nine (9) months from the date of the start of construction. All lots shall, prior to the construction of improvements thereon, be kept in a neat and orderly condition and free of brush, vines, weeds, and the grass thereon cut and mowed at sufficient intervals to prevent creation of a nuisance or fire hazard.

Section 9. Landscaping Requirements. Each lot will plant a minimum of one tree to comply with the landscape street design for the Southview Heights Phase VI.A subdivision. The installation of the required tree(s) shall be approved by the A.C.C. All front yards and landscaping must be completed within two (2) months from the date of completion of the building or structure constructed thereon or prior to occupancy whichever shall first occur. In the event of undue hardship due to weather conditions, this provision may be extended for a reasonable length of time upon written approval by the A.C.C. and the provision of appropriate security to the A.C.C. to insure completion. The appropriate security shall be as determined by the A.C.C.

Section 10. Easements. Easements for installation and maintenance of utilities and drainage are hereby reserved on each lot as shown on the final approved Plats of Southview Heights Phases I, II, III and IV and such additional contiguous property and common area that may be annexed to the properties by affidavit filed by the Declarant as subsequent phases of the Southview Heights Development are recorded in Clark County, Washington pursuant to Article 2, Section 4 of these Declarations.

Section 11. Noxious Use of Property.

A. No commercial or manufacturing enterprises or business or commercial activity of any kind that may violate applicable zoning ordinances or codes including, but not limited to, day schools, nurseries, or church schools, shall be conducted or carried on upon any residential lot or building site, or shall any goods, equipment, vehicles (including buses, boats, campers, trucks, and trailers of any description) or materials or supplies used in connection with any trade, service, or business wherever the same may be conducted, be kept, parked, stored, dismantled, or repaired on any residential lot building, any street within the existing property, nor shall anything be done on any residential lot or building site which may be or become an annoyance or nuisance to the neighborhood. No premises shall be used for any other purpose whatsoever except for the purpose of a private dwelling for residence. The use of homes as builder's models and on-site sales offices for the primary purpose of obtaining presales within the subdivision shall be exempt from the above restrictions but are subject to any and all requirements that may be imposed by the A.C.C.

B. No trash, garbage, ashes, grass, or garden clippings, or other refuse, junk vehicles, underbrush, or other unsightly growths, or objects shall be thrown, dumped, or allowed to accumulate on any lot or building site or public street. In the event any such condition shall exist, any person entitled to hereunder may use the legal powers set forth in these covenants.

C. No trailer, camper, basement, tent, shack, garage, barn, or other outbuildings or temporary structures erected or situated within the property, shall at any time, be used as a residence, temporarily or permanently, nor shall any permanent building or structure be used as a residence until it is completed as to external appearance, including finished painting. The permission hereby granted to erect a permanent garage or other building prior to construction of the main dwelling house shall not be construed to permit the construction, erection, maintenance of any building of any nature whatsoever at any time, without the approval required by the A.C.C. No trucks used for commercial or business purposes shall be parked in the street, front yard or driveway portion of any lot.

D. No recreational vehicle, house trailer, camper, boat, or trailer of any type shall be stored or parked in the street, front yard or

driveway portion of any lot; such storage areas must be parked within the front set-back of any lot. The above referenced recreational vehicles and items shall be parked, stored, or placed within a garage or in a space behind fencing, which shall be of a solid type, at least five (5) feet high and hidden from street view.

E. All utilities, on and in public dedicated areas, or on private property, or on and in the Common Areas, including water, sewer, storm sewer, and power, shall be installed underground in compliance with all Governmental regulations for the installation and maintenance of the same.

F. No oil drilling, oil development operations, oil refining, quarrying, mining operations of any kind shall be permitted upon or in any lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any lot.

G. No individual water supply system shall be permitted on any lot unless such system is located, constructed, equipped in accordance with the requirements, standards and recommendations of the responsible public agency. Approval of such system shall be obtained from such authority.

H. No individual sewage disposal system shall be permitted on any lot unless such system is located, constructed, equipped in accordance with the requirements, standards and recommendations of the responsible public agency. Approval of such system shall be obtained from such authority and the A.C.C.

I. No outdoor overhead wire or service drop for the distribution of electric energy or for telecommunications purposes, nor any pole, tower, or other structure supporting said outdoor wires shall be erected, placed or maintained within this subdivision. All owners of lots or tracts within this subdivision, their heirs, successors and assigns shall use underground services wires to connect their premises and the structures built thereof to the underground electric or telephone utility facilities provided. One television antenna is allowed.

Section 12. Fences and Hedges.

A. Side and rear yards. Fences and hedges shall be no higher than six (6) feet along side and rear property lines on interior lots and interior property lines of corner lots and shall be no higher than four (4) feet along the front line of any lot. No cyclone fences shall be constructed on any residential lot. All fences shall be maintained in a good state of repair. All fences shall be of uniform cedar design, which shall be approved by the A.C.C.

Section 13.-Lighting District. For the benefit of the Association, a Lighting District may be formed. Electric power for the use and operation of an irrigation system may be charged to the District and subsequently paid by the Association from annual assessments. The entry way lighting and the irrigation system and common areas are the responsibility of the Association.

Section 14. Animals. No animals, livestock or poultry of any kind shall be raised, bred, or kept on any lot, except that dogs, cats or other household pets may be kept provided that they are not kept, bred or maintained for any commercial purposes.

Section 15. Mail Boxes. All mail boxes must be of a standard accepted by the U.S. Postal Authorities, and must be located in those areas so designated by the U.S. Postal Department. Structures containing such mail boxes must be approved by the A.C.C.

Section 16. Garbage Cans and Refuse Disposal. Trash, garbage, or other waste shall not be kept except in sanitary containers. All equipment shall be kept in a clean and sanitary condition. All containers must be screened and secure so as not to be visible from any street or adjacent properties or residences.

Section 17. Signs. No sign of any kind shall be displayed unless written approval is received from the A.C.C. with the exception of real estate "For Sale" or "For Rent" signs, the maximum size which shall be two (2) feet by three (3) feet.

Section 18. Clothes Lines. No exterior lines shall be allowed that can be seen from any street.

Section 19. Driveways. All driveways shall be Portland cement concrete from the edge of the paved street to connect with the surface of the floor of the carport or the garage. All curb cuts shall be sawn if curb drops were not previously provided.

Section 20. Sidewalks. All lots will be developed with the builder placing a five-foot sidewalk on the front of all lots that the city requires. Notwithstanding the foregoing, the sidewalk located on the south side of East 14th Circle (abutting lots 209 through 214) shall be six (6) feet wide. Occupancy permits will not be issued until sidewalks are installed.

Section 21. Square Footage Minimums. No lot shall be used except for residential purposes. No building shall be erected, altered, placed, or permitted to remain on any lot other than one detached single family dwelling not to exceed two and one half stories. The height is not to exceed a maximum height of thirty-three (33) feet and a private garage for up to three (3) cars not to be interpreted to exclude construction of a private greenhouse, garden shed, private swimming pool, or a shelter or port for the protection of such swimming pool, or the storage of a boat and/or a camping trailer kept for personal use, provided the location of such structures are in conformity with the applicable municipal regulations, and are compatible in design and decoration with the residence constructed on such lot. Said structure to be approved by the appointed Architectural Control Committee and to comply with the City of La Center Municipal Code Chapter 1.

The main living space, (exclusive of open porches and garages) shall not be less than 1,800 square feet in Southview Heights Phase VI.A.

Section 22. View. Neither Declarant, the Homeowner's Association, or the A.C.C. shall be liable if a dwelling should block a portion or all of another's view.

ARTICLE VI

General Provisions

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

Section 2. Severability. Invalidation of any one of these covenants or restrictions by judgment or Court Order shall in no way affect any other provisions which shall remain in full force and effect.

Section 3. Amendment. The covenants and restrictions of this Declaration shall run with and bind the land for a term of twenty (20) years from the date this Declaration is recorded, after which time said covenants shall be automatically extended until terminated by an instrument which has received the signatures of at least seventy-five percent (75%) of the votes eligible to be cast. This Declaration may be amended during the initial twenty (20) year period by an instrument which has received the signatures of at least ninety percent (90%) of the votes eligible to be cast. This Declaration may be amended at any times thereafter by an instrument which has received the signatures of at least seventy-five percent (75%) of the votes eligible to be cast. This Declaration may be amended during the Development Period by an instrument signed by both Declarant and the Owners of at least fifty-one percent (51%) of the Lots including Declarant's. The provisions expressly referring to Declarant may not be amended without Declarant's approval. Notwithstanding the amendment provisions of this paragraph, Declarant reserves the exclusive right to amend this Declaration by annexation of contiguous properties in the form of affidavit or Amended Declarations.

Section 4 Homeowners Association By-Laws and Rules/Regulations. All owners in the Southview Heights Development covenant and agree to strictly comply with the By-Laws and duly adopted rules and regulations of the Southview Heights Homeowners Association, as existing and hereafter adopted and amended, being incorporated herein fully by reference. Failure of an owner to comply with any such By-Laws or rules and regulations shall constitute a violation of these Declarations enforceable pursuant to the provisions hereof or as otherwise provided by law. Failure by the Association or any owner to enforce any of the foregoing shall not waive the right to do so thereafter. The By-Laws and any Association rules and regulations may be reviewed and copies obtained from the principal office of the Homeowners Association. Any inconsistency between the bylaws or other Homeowners Association documents and these Covenants, Conditions and Restriction shall be rendered in favor of the latter with the provision that whenever possible all documents shall be construed to be consistent with each other.

Section 5 Municipal Ordinances. These Covenants shall in no way restrict the effect of any ordinance adopted by a municipal corporation having jurisdiction over any portion of The Properties subject to this Declaration. References to ordinances made in this Declaration shall be construed as references to the ordinances as they exist as of the date of the recordation of this Declaration or as they may thereafter be amended. Lot

owners, purchasers and occupants shall comply with all applicable municipal ordinances and state law.

Section 6 Interpretation. The Board of Directors of the Homeowners Association shall have the right to determine all questions arising in connection with this Declaration and to construe and interpret the provisions of this Declaration. The Board's good faith determination, construction, or interpretation of this Declaration shall be final and binding.

Section 7 Hold Harmless and Indemnity. Each owner or purchaser of a lot, by acceptance of a deed or contract or other conveyance therefor, whether or not it shall be so expressed in such deed or contract or other conveyance, is deemed to covenant and agree to hold harmless and indemnify the Declarant developer or its successor and the Homeowners Association, and their members, officers, directors, committees and agents from any and all claims, loss, actions, or damages resulting from use of the Association's common properties by such owner, purchaser, their families, guests, tenants, employees, or agents.

Section 8 Governing Law and Venue. These Declarations and any action maintained hereon shall be governed and construed under the laws of the State of Washington. Venue for any action under or pursuant to these Declarations shall be in Clark County, Washington.

Section 9 Captions. Captions given to the various sections herein are for convenience only and are not intended to modify or affect the meaning of any of the substantive provisions hereof.

Section 10 Person, Etc. When interpreting these Declarations, the term "person" may include natural persons, partnerships, corporations, associations, personal representatives, and the Association. The Association shall refer to the Heritage Ridge-Southview Heights Homeowners' Association or its successor. The term "Mortgagee" may be read to include Deed of Trust beneficiary. The singular may include the plural and the masculine may include the feminine, or vice versa, where the context so admits or requires.

Section 11 Covenant Running with the Land. It is intended that these Covenants, Conditions and Restrictions shall be operative as a set of covenants running with the land.

Section 12 Binding Effect. The provisions contained in this Declaration, as herein defined or as hereafter duly amended, shall bind and inure



to the benefit of and be enforceable by, the Declarant, the owner or owners of any lot in any phase of Southview Heights including Phase I, II, III & IV and their respective legal representatives, heirs, successors, or assigns.

The undersigned owners of all the lots of SOUTHVIEW HEIGHTS SUBDIVISION in Phase VI.A as described in Exhibit "A" attached hereto and by this reference made a part hereof, hereby establish the above Covenants and Restrictions of said Properties.

NORTHWEST BUILDERS GROUP, L.L.C., a Washington limited liability company

By: *[Signature]*
Member

By: *[Signature]*
Member

By: *[Signature]*
Member

By: *[Signature]*
Member



STATE OF WASHINGTON)
 : SS.
COUNTY OF CLARK)

On this 8th day of December, 1998, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Darren A Deputy to me known to be the individual described in and who executed the foregoing instrument, as a member of the above mentioned limited liability company, and acknowledged to me that they signed and sealed this instrument as his/her free and voluntary act and deed for the uses and purposes therein mentioned, and on oath stated that they are authorized to execute the said instrument.

DATED this 8 day of December, 1998.

MARY MOREY
NOTARY PUBLIC
STATE OF WASHINGTON
COMMISSION EXPIRES
JUNE 25, 2000

Mary Morey
NOTARY PUBLIC in and for the State of
Washington, at Vancouver
My Commission Expires: 6-25-2000

STATE OF WASHINGTON)
 : SS.
COUNTY OF CLARK)

On this 8 day of December, 1998, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Dan Davis to me known to be the individual described in and who executed the foregoing instrument, as a member of the above mentioned limited liability company, and acknowledged to me that they signed and sealed this instrument as his/her free and voluntary act and deed for the uses and purposes therein mentioned, and on oath stated that they are authorized to execute the said instrument.

DATED this 8 day of December, 1998.

MARY MOREY
NOTARY PUBLIC
STATE OF WASHINGTON
COMMISSION EXPIRES
JUNE 25, 2000

Mary Morey
NOTARY PUBLIC in and for the State of
Washington, at Vancouver
My Commission Expires: 6-25-2000

STATE OF WASHINGTON)
 : SS.
COUNTY OF CLARK)

On this 8 day of December, 1998, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Karl Lemire to me known to be the individual described in and who executed the foregoing instrument, as a member of the above mentioned limited liability company, and acknowledged to me that they signed and sealed this instrument as his/her free and voluntary act and deed for the uses and purposes therein mentioned, and on oath stated that they are authorized to execute the said instrument.

DATED this 8 day of December, 1998.

MARY MOREY
NOTARY PUBLIC
STATE OF WASHINGTON
COMMISSION EXPIRES
JUNE 25, 2000

Mary Morey
NOTARY PUBLIC in and for the State of
Washington, at Vancouver
My Commission Expires: 6-25-2000

STATE OF WASHINGTON)
 : SS.
COUNTY OF CLARK)

On this 8 day of December, 1998, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Judy A Werre to me known to be the individual described in and who executed the foregoing instrument, as a member of the above mentioned limited liability company, and acknowledged to me that they signed and sealed this instrument as his/her free and voluntary act and deed for the uses and purposes therein mentioned, and on oath stated that they are authorized to execute the said instrument.

DATED this 8 day of December, 1998.

MARY MOREY
NOTARY PUBLIC
STATE OF WASHINGTON
COMMISSION EXPIRES
JUNE 25, 2000

Mary Morey
NOTARY PUBLIC in and for the State of
Washington, at Vancouver
My Commission Expires: 6-25-2000