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Name 3416 SE Grace Ave LLC
Address 735 SW 20th Pl #220
City/State Portland, OR 97205

Document Title(s):

FATCO 4262878

1. Amended & Restated Declaration of Covenants, Conditions, Restrictions and Easements

Reference Number(s) of Documents Assigned or released:

6233813

Grantor(s):

1. 3416 SE Grace Ave LLC, an Oregon Limited Liability Company
- 2.

[] Additional information on page of document

Grantee(s):

1. Public
- 2.

[] Additional information on page of document

Abbreviated Legal Description:

Abbreviated - Lots 1-27 & 29-77 and Tracts A & B, CEDAR HEIGHTS NORTH

Tax Parcel Number(s):

See Attached Exhibit 'B'

[] Complete legal description is on page of document

**AMENDED & RESTATED
DECLARATION OF
COVENANTS, CONDITIONS,
RESTRICTIONS, AND EASEMENTS
FOR
CEDAR HEIGHTS BATTLE GROUND
PHASE 3**

THIS AMENDED & RESTATED DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS, AND EASEMENTS is made

May 19, 2025, by 3416 SE Grace Avenue LLC, a
~~Washington~~ limited liability company ("Declarant"), for Cedar Heights Battle
Ground Phase 3, a plat community, which is subject to RCW 64.90
("Declaration").

* oregon

RECITALS

A. This Declaration shall replace the previous Declaration of Covenants, Conditions, Restrictions and Easement recorded as Auditor File No. 6233813 CCR, recorded on February 24, 2025, in its entirety.

B. Declarant is the sole owner of all of that real property located in Battle Ground, Washington, the perimeter of which is legally described in Exhibit "A", and platted as Cedar Heights Battle Ground Phase 3 (also referred to as "Cedar Heights 3"), a subdivision in the plat records of Clark County, Washington, under AF# 6233809, Book 312 Page 345.

C. The real property legally described in Exhibit "A" will be known as Cedar Heights 3 Battle Ground, even if the name on the recorded Plats shall be different ("Property"). Cedar Heights 3 Battle Ground is a plat community, as that term is defined under RCW 64.90, consisting of 77 residential single family Lots (subject to Recital F hereinbelow) and Common Elements located in Battle

Ground, Washington.

D. The purpose of this Declaration is to provide a means for maintaining and controlling the Property.

E. Cedar Heights Battle Ground Phase 3 is adjacent to Cedar Heights Battle Ground Phase 1 and Phase 2 which have been previously developed. Cedar Heights Battle Ground Phase 3 is served by certain Common Elements shared with Cedar Heights Battle Ground Phase 1 and Phase 2, including without limitation the storm water system, as more particularly set forth with AF#6047881, Bk. 312, Pg. 212. Provided, however, Cedar Heights Battle Ground Phase 3 is governed by this Declaration and Cedar Heights Battle Ground Phase 3 Homeowner Association and not part of any existing homeowner association for Cedar Heights Battle Ground Phase 1 or Phase 2.

F. Lot 28 identified on AF# , Bk. 312, Pg. 345 is exempt and not subject to the terms and conditions of this Declaration, and is not part of the Cedar Heights Battle Ground Phase 3 Homeowner Association.

G. Declarant will provide leadership in organizing and administering the homeowners association during the development period, but expects Owners within Cedar Heights Battle Ground Phase 3 to accept responsibility for administration at the Turnover Meeting referred to in Section 6.8 below. Funds for the maintenance of Common Elements and other areas within the development will be provided through Assessments against those who own Lots within Cedar Heights Battle Ground Phase 3

H. Declarant hereby declares that the Property and all Improvements on the Property are subject to the provisions of this Declaration except as shall be specifically set forth in this Declaration. The Property will be held, conveyed, encumbered, leased, rented, used, occupied and improved subject to the covenants, conditions, and restrictions stated in this Declaration. All of the limitations, easements, uses, obligations, covenants, conditions, and restrictions stated in this Declaration are enforceable as equitable servitudes, run with the Property, and inure to the benefit of and are 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 declares that the Property described in this Declaration known as Cedar Heights Battle Ground Phase 3 is subject to the following covenants, conditions, restrictions and easements.

ARTICLE 1 DEFINITIONS

As used in this Declaration, the following terms have these meanings:

1.1 "Act" means the Uniform Common Interest Ownership Act, RCW 64.90.

1.2 "Association" means the nonprofit corporation formed to serve as a homeowners association known as the Cedar Heights Battle Ground Phase 3 Homeowners Association.

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

1.4 "Declarant" means 3416 SE Grace Avenue, LLC, a Washington limited liability company. Declarant shall transfer Declarant's Rights in this Declaration to one or more declarants by deed or other recorded written instrument. If there are multiple Declarants, they shall execute a Co-Declarant Agreement to set forth how the Declarant Rights will be exercised, and reference to Declarant in this Declaration will mean all co-Declarants.

1.5 "Declaration" means this Declaration of Covenants, Conditions, Restrictions, and Easements for Cedar Heights Battle Ground Phase 3, and any amendments hereto.

1.6 "Governing Documents" means any organization documents for the Association, including without limitation, Articles of Incorporation, Bylaws, Corporate Resolutions, provisions from this Declaration, rules and regulations, and any amendments thereto

1.7 "Improvement" means a building located upon a Lot within the Property and designated for occupancy as a residential dwelling, including without limitation any garage, deck, patio, or other, permitted accessory structure or physical improvement on a Lot.

1.8 "Lot" means a numerically designated residential, platted lot within the Property legally described in Exhibit "A" and set forth in the recorded plats of Cedar Heights Battle Ground Phase 3, a subdivision in the plat records of Clark County, Washington, under Clark County AF# _____, Bk. 312, Pg. 345 ("Plat" or "Plats"). The Plat is recorded as AF#6233809.

1.9 "Lot Owner" is an owner of a Lot as named as a grantee in a recorded deed or a vendee under a recorded real estate contract.

1.10 "Member" means a Lot Owner having the right to participate in the Association. Member, Owner, and Lot Owner are interchangeable terms.

1.11 "Property" means the Property described in Section 2.1 below.

Other terms used in this Declaration shall be defined in the Act, and these definitions will apply and are incorporated into this Declaration, even if the first letter of a word defined in the Act is not capitalized in this Declaration. All applicable provisions of the Act not varied in this Declaration and/or the Governing Documents, as permitted, apply and are incorporated into this Declaration and/or the other Governing Documents by this reference.

ARTICLE 2 PROPERTY SUBJECT TO THESE COVENANTS

2.1 Property. Declarant declares that all the real property described below is owned and will be owned, conveyed, encumbered, leased, rented,

used, occupied, and improved subject to this Declaration:

The perimeter of the Property is legally described in Exhibit "A" and set forth in the recorded Plats referenced above.

Further, all Plat notes set forth on the Plat of the Property and approvals from governing authorities for the Property are incorporated herein and binding on the Association and Lot Owners.

2.2 Easements. The Declarant reserves an easement through the Common Elements as shall be reasonably necessary for the purpose of discharging the Declarant's obligations or exercising Special Declarant Rights, whether arising under RCW 64.90 or reserved in this Declaration. Subject to RCW 64.90.405(2)(f) and 64.90.465, the Lot Owners have an easement in the Common Elements for access to their Lots. Subject to this Declaration and Association rules, the Lot Owners have a right to use the Common Elements that are not Limited Common Elements for the purposes for which the Common Elements were intended.

ARTICLE 3 COMMON ELEMENTS AND COMMON IMPROVEMENTS

3.1 Designation of Common Elements and Common Improvements. The Common Elements consist of the following which will be owned by the Association automatically upon the sale of the first Lot pursuant to RCW 64.90.200(3), unless the Association only has an easement across the Common Elements or the Common Element is owned by a third party:

3.11 All areas commonly owned or maintained within the Property by the Association, areas within the Property dedicated to the City of Battle Ground, which the Board elects to also maintain, such as planter strips (if applicable) along perimeter and internal streets and all trees and landscaping within them; provided, however, that the Board shall elect not to maintain planter strips and in such case the Owners are obligated to maintain

the planter strips fronting their Lots, and for the cost for doing so. All Owners are also responsible for the cost of maintenance and repair of all the Common Elements listed below through Assessments, as shall be shown on the Plats, except where fewer than all of the Lots benefit from the Common Element (Limited Common Element).

3.12 Storm drain easements as shown and described on applicable Plat.

3.13 Tracts A, B and C set forth on the Plat, including any fencing, as shown on the Plats for natural open space purposes and for a landslide protection.

3.14 Any monument sign, including lighting, advertising the community.

3.15 Irrigation meters.

3.16 Private streets, lights & signage (including without limitation SE 8th Place and SE 34th Circle).

Any areas, easements, utilities, shared driveways or other Limited Common Elements shown on the Plat or that shall be described in the Plat notes that are for the benefit of specific Lots only must be maintained by the Lot Owners benefitted by the Limited Common Elements, and in equal shares in the event of multiple benefitted Lots.

3.2 Allocated Interests. Each Lot Owner has a 1/76th share of the Common Element expense for each Lot owned. The formula establishing the Common Element expense is a fraction consisting of the number of Lots owned by an Owner divided by the total number of Lots in Cedar Heights Battle Ground Phase 3 (76) (excluding Lot 28 as set forth herein). The formula establishing the voting rights is one vote per Lot.

3.3 Regulation of Common Elements. The Board has the authority by rule to limit the Lot Owners' right to use any Common Elements.

ARTICLE 4 PROPERTY RIGHTS IN LOTS

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

ARTICLE 5 DECLARATION OF PROTECTIVE COVENANTS

5.1 Building Restrictions. All dwellings, or garage or any part thereof, or any other structure must be erected in conformity with all local building codes and regulations of the City of Battle Ground, Washington, and the conditions noted on the Plats. No dwelling shall be constructed or permitted upon any Lot other than one single family dwelling for a single-family occupancy only, not to exceed two stories in height above grade. No structure of a temporary character, basement only, tent, shack, garage, barn, prefabricated structure or other outbuildings, or mobile home or trailer shall be used as a residence, even on a temporary basis during the course of construction.

5.2 Square Foot Minimum - Dwellings. The floor area of the dwelling structure, exclusive of basements, open or screened porches and garages, shall not be less than 1,300 square feet for a one-story dwelling or 1,600 square feet for a two-story dwelling. No mobile or manufactured homes are permitted.

5.3 Roof. All roofs must be of minimum 30 year architectural

composition shingle in the colors of black, charcoal, or "weathered wood," or of substantially similar color, or as approved by the Board.

5.4 Color. Unless otherwise approved by the Board, semi-transparent or solid paints or stains in earth-tone hues only are acceptable. The color combination for the body and trim of a dwelling shall not be repeated by any two dwellings sharing a common side-yard boundary or by any dwellings on Lots across the street from each other. Lots are across the street from each other if the two lots front the same street, and if a straight line, perpendicular to the street, can be drawn across the street between any point on one Lot to any point on the other Lot. In approving a paint color, the Board has the discretion to determine if the intent of this section to break up the color scheme is met even if there is not strict compliance.

5.5 Siding. Unless approved otherwise by the Board, all elevations of each dwelling must be of cedar, redwood, fiber cement product, lap siding, or board and batten pattern, with shakes or shingles, or such other equivalent accents. Vinyl siding is not permitted.

5.6 Garages. Each dwelling must include an attached garage designed to enclose a minimum of two (2) passenger vehicles. Each dwelling's attached garage shall not include more than three (3) passenger vehicle bay doors facing the street, or two (2) passenger vehicle bay doors and one (1) RV-style bay door facing the street. Tandem vehicle parking inside the enclosed garage (e.g. one vehicle in front of the other) is permitted. Additional vehicle bay doors shall be permitted if not facing the street. Carports are not permitted. Garage doors must be painted or stained and not left factory primed.

5.7 Outbuildings. All outbuildings must be of no more than one level and must complement (i.e. be of like kind, height and material to) the dwelling in material, color and design. The location of such outbuildings must be set back from or even with the front of the house. No used building or structure shall be moved or placed on the Property or any Lot. The Board must approve all outbuildings, including but not limited to sheds, shops, detached garages, accessory dwelling units, and similar structures. All outbuildings

must comply with all applicable side and rear yard setbacks.

5.8 Fencing. All Lots must be fenced in the rear and side yards by the Owner within six (6) months of the initial occupancy of the Lot unless already constructed. The homebuilder will construct the street-facing front "connector" fences at interior (non-corner) Lots between adjacent houses at the time of occupancy of the dwelling on the Lot. No fence shall be situated street-ward of the front yard set-back line (as determined by the then current applicable municipal set-back regulations) and all side-yard fencing must extend to within at least 10 feet from the front foundation corner of the dwelling except that the Board shall grant an exception to this requirement if there are special circumstances applicable to a Lot that would make compliance with this standard infeasible. With the exception of the frontage fencing, all fencing must be six (6) foot, dog-eared, three (3) rail with metal posts, substantially similar in detail to the attached drawing to be supplied by Declarant to Lot Owner upon request; and all fences must have at least one (1) coat of oil stain (i.e., Olympic, Semi-transparent Walnut (708) or equivalent) applied before or at the time of installation. Notwithstanding the foregoing requirements, the Declarant has the unqualified right to install fences of any type within or along the boundary lines, Common Elements, easements or other areas while such areas are within the Declarant's ownership during the period of Declarant's Control, defined below, including, but not limited to, metal, cyclone or chain-link fencing, but the Lot Owner shall be responsible for all maintenance, repair and replacement thereafter, at the election of the Declarant.

5.9 Curb Cuts. All curb and pavement cuts must be professionally sawed; provided however, that curb grinding is also permitted. Any damage to the street from a driveway curb cut, concrete spalling, or settlement, is the builder/Lot owner's responsibility to repair for a period of not less than two (2) years from the date of the curb modification. All curb cuts must equal existing curbs in appearance, texture, and sub-grade compaction.

5.10 Landscaping Requirements. Each Lot's street-facing side yards exterior of the fencing and the Lot's front and rear yards must be fully landscaped concurrently with construction of the dwelling. Rear yard

landscaping shall be completed up to six (6) months from the date of the certificate of occupancy if approved by the Board, and as long as all required erosion control measures are in place. In the event of undue hardship due to weather conditions, this provision shall be extended upon written request to the Board. All front and rear yard areas must be planted with any of the following: trees and shrubs, ground cover, conifer trees, deciduous shrubs and trees, and lawn areas. Bark mulch, river rock or similar material shall be used where appropriate per typical landscaping schemes. Unless approved by the Board, every Lot must contain a minimum of one (1) tree in the street planting strip (2 trees for corner lots), and the trees must be from a species on the tree list approved by the Board, including Bowhall Maple and Cleveland Select Pear, and each tree must have an initial base height of not less than six (6) feet. Planting strips must include river rock in lieu of grass, bark or other material. Owners must keep landscaping, including lawns, regularly watered, pruned, fertilized and maintained in a healthy condition year-around.

All roof drainage downspouts and rear and front Lot area drains must be directly connected to the common pipe drainage system, as indicated in the approved subdivision civil engineering drawings. Roof downspout splash blocks are not permitted. Foundation drains must be constructed in accordance with the local building codes.

Each Owner must maintain the landscaping and yard area in an attractive appearance and free from insects and diseases. Each Owner must provide for timely replacement of lost plant life and bark dust, and trimming and pruning of plant material to prevent an overgrown look. Hedges must be kept trimmed and neat and not exceed eight (8) feet in height.

The Association reserves the right to provide a community-wide front-yard landscaping maintenance service, including mowing and weed control, and, if so, such cost will be a Common Expense.

5.11 Builders. No dwelling on a Lot shall be constructed except by a builder licensed as a general building contractor by the State of Washington, who performs his or her services under a general contractor's bond as required by the

State. Unlicensed or non-bonded persons shall not be responsible for the actual construction of a dwelling, and it is not an exception to the licensed, bonded, builder requirement that the Owner is doing the work or is responsible for the construction of the dwelling, unless the Owner meets the requirements of this Section.

5.12 Climate Control. Window mounted air conditioners are not permitted.

5.13 Exterior Lighting. Type and placement of exterior lighting devices must reasonably eliminate glare and annoyance to adjacent property Owners and passersby. No light shall be directed outside the residential Lot line.

5.14 Deck and Patio Covers. All covers for decks and patios must be of complementary design and be constructed of the same materials as dwellings. Covers of metal and plastic sheathing are prohibited.

5.15 Windows. Windows must be of a design and color complementary to the exterior of the dwelling. Window frames of mill-finished aluminum are not permitted.

5.16 Completion. Construction of any dwelling must be completed, including exterior decoration, within 12 months from date of start of construction. All Lots, prior to the construction of improvements thereon, must be kept in a neat and orderly condition and free of brush, vines, weeds and the grass thereon cut or mowed at sufficient intervals to prevent creation of a nuisance or fire hazard.

5.17 Maintenance. Each Owner must maintain his or her Lot and Improvements in a clean and attractive condition, in good repair and in such manner as not to create a fire hazard. Such maintenance must include, without limitation, painting, repair, replacement and care for roofs, gutters, downspouts, exterior building surfaces, walks and other exterior improvements and glass surfaces. All repainting or re-staining and exterior remodeling is subject to prior review and approval of the Board. In addition, each Owner must keep all shrubs, trees, grass, and plantings of every kind on his Lot, neatly trimmed, properly cultivated and free of trash, weeds and other unsightly material,

except that the Association will be responsible for maintenance of Common Elements and Improvements and the front yards unless the Board decides to transfer the front-yard maintenance to the Owners. Damage caused by fire, flood, storm, earthquake, riot, vandalism, or other causes to Lots and Improvements are the responsibility of each Owner and must be restored within a reasonable period of time.

5.18 Easements. Easements for the installation and maintenance of utilities and for sidewalks as necessary to comply with ADA slope requirements, are reserved as shown on the Plat. Except as otherwise provided in this Declaration or on the Plat, the area included in said easements must be maintained by the Lot owner of the Lot burdened by the easement in as attractive and well-kept condition as the remainder of the Lot. Permanent structures shall not be constructed within the easements except fences.

5.19 Retaining Walls. Retaining walls located completely within a Lot, if any, are the responsibility of that Lot Owner to maintain and repair the retaining walls and the cost therefor. Retaining walls serving more than one Lot is the equal responsibility of the affected Lot Owners to maintain and repair the retaining walls and the costs therefor. Retaining walls must be made of concrete or masonry product or of rock, and all effort must be made to limit the height of such walls to only the height that is necessary for the retaining wall to function as intended and in all events must conform to local building codes.

5.20 Permitted and Non-Permitted Uses.

5.20.1 No Subdividing or Partition. No platted Lot within the Property shall be further subdivided or partitioned so as to create more than one parcel.

5.20.2 Residential use. Lots shall only be used for residential purposes. Except home occupations authorized by local zoning laws, no trade, craft, business, profession, commercial or similar activity of any kind shall be conducted on any Lot, nor shall any goods, equipment,

materials or supplies used in connection with any trade, service, or business be kept or stored on any Lot. Nothing in this paragraph shall be deemed to prohibit (a) activities relating to the rental or sale of Property, (b) the right of Declarant or any contractor or homebuilder to construct Improvements on any Lot, to store construction materials and equipment on such Lots in the normal course of construction, and to use any Lot as a sales or rental office or model for the purposes of sale or rental, and (c) the right of the Owner to use the residence as a home office; provided, however, that the residence is not generally open to the public and is limited to occasional by-appointment-only customer, client or trade visitor visitation. The Board shall not approve commercial activities otherwise prohibited by this paragraph unless the Board determines that only normal residential activities would be observable outside of the residence and that the activities would not be in violation of applicable government ordinances.

5.20.3 Animals. No animals, livestock, or poultry of any kind shall be raised, bred, kept, or permitted within any Lot or the Property other than a reasonable number of household pets. For the purposes of this Section 5.20.3, "a reasonable number of household pets," means no more than a maximum combined total of four (4) cats and/or dogs. No household pets shall be commercially bred or commercially raised on the Property. No dogs whose barking causes a regular disturbance to any Owner are permitted. Any inconvenience, damage or nuisance caused by an animal is the responsibility of the respective Owner thereof. No dog shall be permitted to roam the Property unattended, and all dogs must be kept on a leash while outside a Lot. An Owner or resident shall be required to remove an animal upon receipt of the third (3rd) notice in writing from the Association Board of violations of any rule, regulation or restriction governing animals within the Property. Any animal droppings must immediately be collected and disposed of by the animal Owner. All animal pens and enclosures must be kept clean and free of odor at all times. No animal shall be kept if it is a nuisance.

5.20.4 Garbage and Refuse Material. No trash, garbage, or other refuse, junk vehicles, underbrush, or other unsightly growths or objects shall be thrown, dumped or permitted to accumulate on any Lot,

driveway or other areas within the Property. Trash, garbage or other waste shall not be kept except in sanitary containers.

5.20.5 Temporary Structures. No trailer, camper, basement, tent, shack, garage, barn, or other out buildings 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.

5.20.6 Trailers, Campers, Commercial Vehicles, Boats, Etc. Storage. Boats, trailers, and camper vehicles with a gross vehicle weight of 9,000 pounds or less, or less than eight (8) feet tall shall only be permitted in a side yard at the garage side of dwelling, if screened with a solid six (6) foot high fence or if fully enclosed in a garage, and same shall not be parked or stored in the streets or driveways, or on any other portion of the Property, except for the purpose of temporary (up to 48 hours) loading or unloading. Recreational vehicles with a gross vehicle weight of over 9,000 and eight (8) feet tall or greater are only permitted in an enclosed garage. One commercial vehicle per lot is permitted, with a maximum gross vehicle weight of under 9,000 pounds or not more than eight (8) feet tall. No vehicle described in this Section shall be stored in the front or rear yards or used as a residence temporarily or permanently on any portion of the Property. No vehicle shall display offensive or obnoxious company logos, graphics or literature material. The Board, in its sole discretion, has authority to deny any Owner the right to park vehicles permitted by this Section if the Owner is not in compliance with any provisions of this Declaration, or any rules adopted by the Board. All vehicles described in this Section that are authorized to be parked in a side yard and must be approved on a case by case basis by the Board.

5.20.7 Vehicle & Equipment Storage. All inoperable vehicles and equipment must be stored inside of an enclosed building. No vehicle maintenance or repair shall be conducted on any of the streets or Common Elements located within the boundaries of the Property.

5.20.8 Offensive or Unlawful Activities. Owners shall not

engage in or conduct, or suffer and permit others to engage in or conduct, any noxious or offensive activities on a Lot or on the Property, or place, install, or locate any material or improvement on a Lot or on the Property that shall unreasonably interfere with or unreasonably jeopardize other Owners' use and enjoyment of their respective Lots or the Property. Owners, their lessees, guests, and invitees shall not cultivate, process, dry, use, or consume, or suffer and permit any person to cultivate, produce, process, dry, use, or consume any parts of the plant Cannabis family marijuana on any Lot except in residential dwellings or other enclosed structures. Owners must comply with all laws, zoning ordinances, and other regulations validly adopted by any local, state, or federal government having jurisdiction over the Property. Owners and other occupants shall not engage in any abusive or harassing behavior, either verbal or physical, or any form of intimidation or aggression directed at other Owners, occupants, guests, or invitees, or directed at the managing agent, its agents or employees, or vendors.

5.20.9 Vehicles in Disrepair. No Owner shall permit any vehicle which is in an extreme state of disrepair to be abandoned or to remain parked upon any Lot, for a period in excess of 48 hours, unless kept within a garage. A vehicle will be deemed to be in an "extreme state of disrepair" when, due to its appearance or continued inoperability, its presence reasonably offends the occupants of the neighborhood.

5.20.10 Leasing and Rental of Lots. No Owner shall lease or rent Owner's Lot for a period of less than 30 days. All leases or rentals must be by written lease agreement, which must provide that the terms of the lease are subject in all respects to the provisions of this Declaration, and that any failure by the lessee or tenant to comply with the terms of such documents will be a default under the lease. No "For Rent" signs are permitted anywhere within the Property, including in yards or in windows. Other than the foregoing, there is no restriction on the right of any Owner to lease or rent the Owner's Lot.

5.20.11 Erosion. No Owner or resident of a Lot or parcel shall allow any condition to arise or continue that causes soil erosion. If soil erosion caused by a condition on or occurring on a Lot, is present at any time, it will be the responsibility of the Owner of the Lot to immediately correct the condition and stop the erosion. No Owner shall denude a Lot or portion thereof in such a fashion that it

causes erosion to occur, except during construction, in which later event, the conditions of this Section must be observed. All bare dirt must be covered with straw, plastic sheeting, or a similar substance that is designed to prevent rainwater from eroding bare soil. Erosion control fences, catch-basin bags and other measures required by the City of Battle Ground's erosion control ordinance, and the drainage and erosion control plans approved for the land use approval governing the Property must be employed for all construction activities. This Section creates duties as between individual Owners, which are also owed to the Association.

5.20.12 Outdoor Facilities.

(a) All utility connections from trunk lines to dwellings must be underground. Exposed plumbing or electrical lines are not permitted within the Property.

(b) Basketball facilities on a Lot, street, or Common Area shall not be in use between the hours of 9:00 PM and 9:00 AM. Basketball hoops shall not be attached to the structure of a dwelling. Moveable basketball hoops shall not be located in front yards, streets or sidewalks but shall be located in driveways on a Lot but shall not be kept in bad condition or state of repair.

(c) Service facilities (garbage and recycling bins, clotheslines, etc.) must be screened such that the elements screened are not visible at any time from a street or a neighboring property except on a scheduled pick-up day.

5.20.13 Antennas, Satellite Dishes. Exterior radio, television, telecommunication towers, antennae, satellite dishes larger than 18 inches in diameter or other exterior transmission or receiving devices are not permitted.

5.20.14 Solar Panels. The Association shall not prohibit the installation of a solar energy panel by an Owner or resident on the Owner's or resident's property as long as the solar energy panel:

(a) Meets applicable health and safety standards and requirements imposed by state and local permitting authorities;

(b) If used to heat water, is certified by the solar rating certification corporation or another nationally recognized certification agency. Certification must be for the solar energy panel and for installation; and

(c) If used to produce electricity, meets all applicable safety and performance standards established by the national electric code, the institute of electrical and electronics engineers, accredited testing laboratories, such as underwriters laboratories, and, where applicable, rules of the utilities and transportation commission regarding safety and reliability.

The Board shall:

(a) Prohibit the visibility of any part of a roof-mounted solar energy panel above the roofline;

(b) Permit the attachment of a solar energy panel to the slope of a roof facing a street only if (i) The solar energy panel conforms to the slope of the roof; and (ii) The top edge of the solar energy panel is parallel to the roof ridge; or

(c) Require (i) A solar energy panel frame, a support bracket, or any visible piping or wiring to be painted to coordinate with the roofing material; (ii) An owner or resident to shield a ground-mounted solar energy panel if shielding the panel does not prohibit economic installation of the solar energy panel or degrade the operational performance quality of the solar energy panel by more than ten percent; or (iii) Owners or residents who install solar energy panels to indemnify or reimburse the Association or its members for loss or damage caused by the installation, maintenance, or use of a solar energy panel.

The Board may adopt other reasonable rules regarding the placement and manner of a solar energy panel. For purposes of this Section, "solar energy panel" means a panel device or system or combination of panel devices or systems that relies on direct sunlight as an energy source, including a panel device or system or

combination of panel devices or systems that collects sunlight for use in:

- (a) The heating or cooling of a structure or building;
- (b) The heating or pumping of water;
- (c) Industrial, commercial, or agricultural processes; or
- (d) The generation of electricity.

5.20.15 Parking.

(a) No Owner or resident shall park any vehicle in such a way as to intentionally or unintentionally, block the neighboring resident's access to their driveway.

(b) Vehicles which are not in regular use shall not be parked in streets or driveways. Vehicles shall not be parked on the street more than seven (7) consecutive days without leaving the street.

5.20.16 Seasonal Lighting. Seasonal holiday lighting and decorations are permissible if removed within 30 days after the celebrated holiday.

5.20.17 Signs. No signs shall be erected or maintained on any Lot except that not more than one "For Sale" sign placed by the Owner, Declarant or by a licensed real estate agent, not exceeding 24 inches high and 36 inches long, shall be temporarily displayed on any Lot, except that two (2) such signs shall be placed on a Lot during the course of initial construction of Improvements on such Lot. This restriction will not prohibit the temporary display of political signs placed no earlier than three (3) weeks prior to an election date. Said political signs shall not exceed three (3) square feet and no more than three (3) political signs shall be displayed on any one Lot at a time. All political signs must be removed from a Lot within 48 hours after Election Day. The restrictions in this Section do not apply to an entrance sign placed by the Declarant, or Declarant's successor, advertising the development.

5.20.18 Flags.

(a) The Association shall not prohibit display of the flag of the United States, or the flag of Washington state, on or within a Lot or a Limited Common Element, except that an Association shall adopt reasonable restrictions pertaining to the time, place, or manner of displaying the flag of the United States necessary to protect a substantial interest of the Association.

(b) The Association shall not prohibit the installation of a flagpole for the display of the flag of the United States. The Board shall adopt reasonable rules and regulations regarding the location and the size of the flagpole.

(c) For purposes of this Section, "flag of the United States" means the flag of the United States as defined in federal flag display law, 4 U.S.C. Sec. 1 et seq., that is made of fabric, cloth, or paper and that is displayed from a staff or flagpole or in a window. For purposes of this Section, "flag of the United States" does not mean a flag depiction or emblem made of lights, paint, roofing, siding, paving materials, flora, or balloons, or of any similar building, landscaping, or decorative component.

**ARTICLE 6
ASSOCIATION**

6.1 Formation. Declarant will form and organize an association of all of the Owners within the Property during the period of Declarant's Control, defined below. Such Association, its successors and assigns, will be organized under the name "Cedar Heights Battle Ground Phase 3 Homeowners Association" or such similar name as Declarant designates, and will have such powers and obligations as are set forth in the Articles of Incorporation and Bylaws for the Association for the benefit of the Property and all Owners. The Declarant has full control of the Association

until an event described in Section 6.2 occurs (Declarant's Control). During Declarant's Control, the Declarant has the sole authority to (1) appoint or remove members of the Board who need not be Owners; (2) appoint or remove officers of Association who need not be Owners; (3) determine when to commence charging assessments against the Lots; (4) veto or approve any action of the Board or Owners in its sole discretion; and (5) unilaterally adopt and record amendments to this Declaration without any other Owner approval, including but not limited to, any modified or additional restrictions in Article 5 pursuant to any separate right granted in the Act or this Declaration.

6.2 Declarant Control Period. The Declarant's right to control the Association expires no later than the earliest of the following:

6.2.1 60 days after conveyance of 75% of the Lots that shall be created, or added to the Association's jurisdiction, to Owners other than a Declarant; or

6.2.2 Two (2) years after the last conveyance of a Lot, except to a Dealer; or

6.2.3 Two (2) years after any right to add new Lots was last exercised; or

6.2.4 The day the Declarant, after giving notice in a record to Owners, records an amendment to the Declaration voluntarily surrendering all rights to appoint and remove officers and board members.

6.3 Special Declarant Rights. Declarant has the following Special Declarant Rights until it no longer owns a Lot within Cedar Heights Battle Ground Phase 3, or until Declarant voluntarily relinquishes these rights by recording an amendment to this Declaration:

6.3.1 The option but not the obligation to complete any Improvements indicated on the Map or described in the Declaration or a

public offering statement;

6.3.2 Exercise any Development Right;

6.3.3 Maintain sales offices, management offices, signs advertising the Cedar Heights Battle Ground Phase 3 subdivision and model homes thereon;

6.3.4 Use easements through the Common Elements for the purpose of making improvements within the community;

6.3.5 Make Cedar Heights Battle Ground Phase 3 subject to a master association;

6.3.6 Merge or consolidate Cedar Heights Battle Ground Phase 3 with another common interest community of the same form of ownership;

6.3.7 Appoint or remove any officer or Board member of the Association and veto or approve a proposed action of the Board and Association during the period of Declarant's Control;

6.3.8 Attend meetings of the Owners, and except during an executive session of the Board unless on the Board;

6.3.9 Have access to the records of the Association to the same extent as an Owner; and

6.3.10 Control any construction, design review, or aesthetic standards committee or process (any provision in Article 5 of this Declaration that requires Board approval will be exercised exclusively by Declarant until Declarant no longer owns a lot in the plat community).

6.4 Organization. Declarant will organize the Association as a nonprofit corporation under the general nonprofit corporation laws of the State of Washington during Declarant's Control. The Articles of

Incorporation of the Association must provide for its perpetual existence until dissolved and in such case, the termination provisions in the Act apply.

6.5 Membership. Every Owner of one or more Lots within the Property will, 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 commences, exists and continues simply by virtue of such ownership, will expire automatically upon termination of such ownership, and need not be confirmed or evidenced by any certificate or acceptance of membership.

6.6 Voting Rights. All Owners are entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons are members. The vote for such Lot must be exercised as the members among themselves determine, but in no event shall more than one vote be cast with respect to any Lot.

6.7 Powers and Obligations. The Association has and may exercise and perform all of the 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. The Board must act in all instances on behalf of the Association except that it may take no action that affects any of Declarant's rights set forth in Sections 6.1 and 6.3. In the performance of their duties, the officers and members of the Board must exercise the degree of care and loyalty required of an officer or director of a corporation organized under chapter 24.03 RCW (Nonprofit Corporation Act).

6.8 Initial Board; Turnover Meeting. Declarant has the right to name an initial Board of no more than three (3) directors, who will be named in the Association's Articles of Incorporation. Said directors will serve as the Board of the Association until replaced by Declarant during Declarant's Control of the Association, or their successors have been

elected by the Owners. Declarant will call a meeting of the Association for the purpose of turning over administrative responsibility for the Property to the Association within 30 days of expiration of Declarant's Control ("Turnover Meeting"). Expiration of the Declarant's Control of the Association will not affect the rights of the Declarant as an Owner under the Declaration, Bylaws or other Governing Document. At the Turnover Meeting, or through mailed or electronic ballots collected in lieu of an in-person Turnover Meeting, the interim directors must resign and their successors will be elected by the Owners as provided in the Bylaws of the Association. The number of directors after turnover of the Association is set forth in the Bylaws.

6.9 Transfer of Association Property. No later than 30 days following the date of the Turnover Meeting, the Declarant (if in the possession and control thereof) must deliver or cause to be delivered to the Board elected at the Turnover Meeting all property of the Lot Owners and Association including, but not limited to:

6.9.1 The original or a copy of the recorded Declaration and each amendment to the Declaration;

6.9.2 The Governing Documents and/or other Organizational Documents of the Association;

6.9.3 The minute books, including all minutes, and other books and records of the Association;

6.9.4 Current rules and regulations that have been adopted;

6.9.5 Resignations of officers and members of the Board who are required to resign because the Declarant is required to relinquish control of the Association;

6.9.6 The financial records, including canceled checks, bank statements, and financial statements of the Association, and source documents from the time of formation of the Association through the date

of transfer of control to the Lot Owners;

6.9.7 Association funds or the control of the funds of the Association;

6.9.8 Originals or copies of any recorded instruments of conveyance for any Common Elements included within the Property but not appurtenant to the Lots;

6.9.9 All tangible personal property of the Association;

6.9.10 Except for alterations to a Lot done by a Lot Owner other than the Declarant, a copy of the most recent plans and specifications used in the construction or remodeling of the common interest community;

6.9.11 Originals or copies of insurance policies for the Property and Association;

6.9.12 Originals or copies of any certificates of occupancy that may have been issued for the Property in its possession;

6.9.13 Originals or copies of any other permits obtained by or on behalf of the Declarant and issued by governmental bodies applicable to the Property;

6.9.14 Originals or copies of all written warranties that are still in effect for the Common Elements, or any other areas or facilities that the Association has the responsibility to maintain and repair, from the contractor, subcontractors, suppliers, and manufacturers and all owners' manuals or instructions furnished to the Declarant with respect to installed equipment or building systems;

6.9.15 A roster of Lot Owners and Eligible Mortgagees, if any, and their addresses and telephone numbers, if known, as shown on the Declarant's records and the date of closing of the first sale of each Lot sold by

the Declarant;

6.9.16 Originals or copies of any leases of the Common Elements and other leases to which the Association is a party;

6.9.17 Originals or photocopies of any employment contracts or service contracts in which the Association is one of the contracting parties or service contracts in which the Association or the Lot Owners have an obligation or a responsibility, directly or indirectly, to pay some or all of the fee or charge of the person performing the service; and originals or copies of all other contracts to which the Association is a party.

6.10 Audit. Within 60 days of the Turnover Meeting, the Board shall retain the services of a certified public accountant to audit the records of the Association as the date of the Turnover Meeting in accordance with generally accepted auditing standards unless the Lot Owners, other than the Declarant, to which a majority of the votes are allocated elect to waive the audit. The cost of the audit must be a Common Expense unless otherwise provided in the Declaration. The accountant performing the audit shall examine supporting documents and records, including the cash disbursements and related paid invoices, to determine if expenditures were for Association purposes and the billings, cash receipts, and related records to determine if the Declarant was charged for and paid the proper amount of Assessments.

6.11 Termination of Contracts and Leases. Within two (2) years after the Turnover Meeting, the Association may terminate without penalty, upon not less than 90 days' notice to the other party, any of the following if it was entered into before the Board was elected:

6.11.1 Any management, maintenance, operations, or employment contract, or lease of recreational or parking areas or facilities;

6.11.2 Any other contract or lease between the Association and a Declarant or an affiliate of a Declarant; and

6.11.3 The Association may also terminate without penalty, at any time after the Board elected by the Lot Owners takes office upon not less than 90 days' notice to the other party, any contract or lease that is not bona fide or was unconscionable to the Lot Owners at the time entered into; provided that, this prohibition does not apply to: (a) Any lease the termination of which would terminate the Cedar Heights Battle Ground Phase 3 plat community or reduce its size, unless the real estate subject to that lease was included in the Property for the purpose of avoiding the right of the Association to terminate a lease under this Section; or (b) A Proprietary Lease.

6.12 Failure to Call Turnover Meeting. If the Declarant fails to call the Turnover Meeting as required by Section 6.8, any Owner may call the meeting by giving notice as provided in the Bylaws.

ARTICLE 7 MAINTENANCE

7.1 Maintenance.

7.1.1 The Association must maintain the Common Elements and Common Improvements described in Article 3.

7.1.2 The Association, its heirs, successors and assigns, are responsible for the maintenance of, the Common Elements and Common Improvements, to the construction standard to which it is originally built. The Association may not damage any real or personal property of any Lot Owner in the exercise of the inspection and maintenance responsibilities of the Association, and no Lot Owner shall interfere with the Association's access to the Common Improvements for the purposes of inspection and maintenance. The Association may, at the sole discretion of the Association, replace any or all of the Common Improvements in lieu of repair, as a Common Expense. The Association has access rights to any Lot or Limited Common Element for the purpose of such repair or replacement, and is granted a temporary easement for the area that must be accessed or occupied by the Association, its duly authorized agents, employees or contractors for the purpose of such repair or

replacement, except that any landscaping damaged or destroyed in the process or as a result of such repair or replacement must be restored by the Association as nearly as possible to its pre-replacement or pre-repair condition as soon as practicable, at the expense of the Association, which will be a Common Expense among all Owners. The easement areas that are referenced in this Subsection shall not extend to the land area under any dwelling.

ARTICLE 8 ASSESSMENTS

8.1 Purpose of Assessments. The Assessments levied by the Association must be used exclusively to promote the recreation, health, safety, and welfare of the Owners and occupants of the Property and for the improvement, operation, and maintenance of the Common Elements and Improvements and other areas to be maintained by the Association.

8.1.1 Working Capital Contribution. Each Lot will be assessed a minimum sum of \$350 working capital contribution payable to the Association once the building official issues a certificate of occupancy for the dwelling on a Lot. The Owner of the Lot must present the certificate of occupancy and pay such working capital contribution, plus any other outstanding assessments, to the President of the Association within 5 days of issuance. If the working capital contribution is not paid within said five (5) day period, said sum may be increased by the Association for default, and the full amount due will immediately become a lien against the Lot (in addition to any other liens that shall exist for unpaid assessments), and the Association will be entitled to enforce the lien pursuant to Section 9.3. The working capital contribution shall not be used to defray expenses that are the obligation of the Declarant.

8.2 Apportionment of Assessments. All Lots are subject to Assessment at the time the first Lot is conveyed and all Owners must pay an equal pro rata share of the Assessment commencing upon the date as set forth in Section 8.3 below. Each year thereafter, the annual Assessment will be due upon receipt of notice from the Board. An Owner shall not claim an offset against an Assessment for failure of the Association to perform its

obligations, and no Owner shall offset amounts owing, or claimed to be owing, by the Association or Declarant to the Owner. The Declarant shall delay commencement of Assessments for some or all Common Expenses or Specially Allocated Expenses, in which event the Declarant must pay all of the Common Expenses or Specially Allocated Expenses that have been delayed.

8.3 Annual Assessments. Once the Declarant determines that Assessments will be assessed against Lots, the Board shall prepare an operating budget for the Association, and annually thereafter, taking into account the current costs of maintenance and services and future needs of the Association, any previous over- Assessment, and any funds in an account of the Association. The Board by resolution may increase the annual Assessment as a result of the budgeting process. Within 30 days after adoption by the Board of any proposed regular or special budget of the Association, the Board must set a date for a meeting of the Owners to consider ratification of the budget not less than 14 nor more than 50 days after mailing of the summary. Unless at that meeting the Owners of a majority of the votes in the Association are allocated or any larger percentage specified in the Governing Documents reject the budget, in person or by proxy, the budget is ratified, whether or not a quorum is present. In the event the proposed budget is rejected or the required notice is not given, the periodic budget last ratified by the Owners will continue until such time as the Owners ratify a subsequent budget proposed by the Board except that the Board may increase Assessments without Owner approval of a budget or an Assessment increase to cover actual Common Expenses incurred by the Association. Additional provisions related to the budget, including reserves, are set forth in the Bylaws.

8.4 Special Assessments. In addition to the general Assessments provided in Section 8.3, Special Assessments may be levied against Owners for the purpose of defraying, in whole or in part, the cost of any unanticipated or significant expense of the Association, and any Special Assessment may be levied only with the concurrence of 67% or more of the Owners. Special Assessments also include any cost or charged assessed by the Association against a Lot to reimburse the Association for the following costs:

8.4.1 Expenses associated with the operation, maintenance, repair, or replacement of any specified Limited Common Element against the Lots to which that Limited Common Element is assigned, equally or in any other proportion that the Board equitably decides;

8.4.2 Expenses specified in the Declaration as benefiting fewer than all of the Lots or their Lot Owners exclusively against the Lots benefited in proportion to their Common Expense liability;

8.4.3 The costs of insurance in proportion to risk;

8.4.4 The costs of one or more specified utilities in proportion to respective usage or upon the same basis as such utility charges are made by the utility provider;

8.4.5 Assessments to pay a judgment against the Association may be made only against the Lots at the time the judgment was entered, in proportion to their Common Expense liabilities;

8.4.6 To the extent that any expense of the Association is caused by willful misconduct or gross negligence of any Lot Owner or that Lot Owner's tenant, guest, invitee, or occupant, the Association may assess that expense against the Lot Owner's Lot after notice and an opportunity to be heard, even if the Association maintains insurance with respect to that damage or Common Expense;

8.4.7 To the extent that any expense of the Association is caused by the negligence of any Lot Owner or that Lot Owner's tenant, guest, invitee, or occupant, the Association may assess that expense against the Lot Owner's Lot after notice and an opportunity to be heard, to the extent of the Association's deductible and any expenses not covered under an insurance policy issued to the Association; and

8.4.8 In the event of a loss or damage to a Lot that would be covered by the Association's property insurance policy, excluding policies

for earthquake, flood, or similar losses that have higher than standard deductibles, but that is within the deductible under that policy, the Association may assess the amount of the loss up to the deductible against that Lot.

Special Assessments levied against less than all of the Lots do not require a vote of the Owners but may be approved and assessed by the Board.

8.5 Creation of Lien and Personal Obligation of Assessments.

Declarant, for each Lot owned by it within the Property, does covenant, and each Owner of any Lot by acceptance of a conveyance thereof, whether or not so expressed in any such conveyance, will 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, will automatically be a charge on the land and will automatically be a continuing lien upon the Lot against which each such Assessment or charge is made at the time each Assessment or charge is due. Such Assessments, charges, and other costs are also the personal and joint and several obligation of the person(s) who was/were the Owner of such Lot at the time when the Assessment or charge fell due. Such liens and personal obligations may be enforced in the manner set forth in Article 9 below. Lien perfection and priority are addressed by the Act.

ARTICLE 9 ENFORCEMENT

9.1 Violation of Protective Covenants. In the event any Owner violates any provision of the Governing Documents, then the Association acting through its Board must first notify the Owner in writing of any such specific violations before taking any other action. 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 its Board may, after notice

and opportunity to be heard, have the right to do any or all of the following:

(a) Assess reasonable fines against such Owner consistent with a previously adopted fines policy furnished to the Owners, which fines will constitute individual Assessments for purposes of this Declaration;

(b) 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 will constitute an individual Special Assessment for purposes of this Declaration; and

(c) Bring suit or action against the Owner on behalf of the Association and other Owners to enforce this Declaration or any other Governing Document.

Notice and opportunity to be heard will not be available to Owners who have failed to pay an Assessment.

9.2 Enforcement Against Tenant. Tenant for the purposes of this Section includes any occupant of a Lot whether remuneration to the Owner is paid or not.

9.2.1 If a tenant of an Owner violates the Governing Documents, in addition to exercising any of its powers against Owner, the Association may:

(a) Exercise directly against the tenant the powers described in this

Section;

(b) After giving notice to the tenant and the Owner and an opportunity to be heard, levy reasonable fines against the tenant and Owner for the violation pursuant to a duly adopted fines policy; and

(c) Enforce any other rights against the tenant for the violation that the Owner as the landlord could lawfully have exercised under the lease or that the Association could lawfully have exercised

directly against the Owner, or both; but the Association does not have the right to terminate a lease or evict a tenant. The rights referred to in this Subsection may be exercised only if the tenant or Owner fails to cure the violation within 10 days after the Association notifies the tenant and Owner of that violation.

9.2.2 Unless a lease otherwise provides, this Section does not:

(a) Affect rights that the Owner has to enforce the lease or that the Association has under other law; or

(b) Permit the Association to enforce a lease to which it is not a party in the absence of a violation of the Governing Documents.

9.2.3 The Board may determine whether to take enforcement action by exercising the Association's power to impose sanctions or commencing an action for a violation of the Governing Documents, including whether to compromise any claim for unpaid Assessments or other claim made by or against it.

9.2.4 The Board does not have a duty to take enforcement action if it determines that, under the facts and circumstances presented:

(a) The Association's legal position does not justify taking any or further enforcement action;

(b) The covenant, restriction, or rule being enforced is, or is likely to be construed as, inconsistent with law;

(c) Although a violation may exist or may have occurred, it is not so material as to be objectionable to a reasonable person or to justify

expending the Association's resources; or

(d) It is not in the Association's best interests to pursue an enforcement action.

9.2.5 The Board's decision under Subsection 9.2.3 and 9.2.4 of this Section to not pursue enforcement under one set of circumstances does not prevent the Board from taking enforcement action under another set of circumstances, but the Board may not be arbitrary or capricious in taking enforcement action.

For the purposes of Section 9.2, "lease" includes rental agreements, or any other agreement in which a tenant occupies a Lot, whether they pay rent or not.

9.3 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, the Assessment or charge will become delinquent and will bear interest from the due date at the rate of 12% per annum until paid in full. In such event the Association may exercise any or all of the following remedies:

9.3.1 The Association will have a lien against each Lot for any Assessment levied against the Lot, which includes any fines, collection costs, attorney's fees or other charges imposed under any Governing Document or by law against the Owner of the Lot at the time of the Assessment or charge is assessed.

9.3.2 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 9.3.1 above. Recovery on any such action, however, will operate to satisfy the lien, or the portion thereof, for which recovery is made.

9.3.3 The Association grants this common interest community in trust to Fidelity National Title Company to secure the

obligations of the Lot Owners to the Association for the payment of Assessments, with the power of sale, because the Lots are not used principally for agricultural purposes, where the power of sale is operative in the case of a default in the obligation to pay Assessments. The Association or its authorized representative may purchase the Lot at the foreclosure sale and acquire, hold, lease, mortgage, or convey the Lot. Upon an express waiver in the complaint of any right to a deficiency judgment in a judicial foreclosure action, the period of redemption is eight months.

9.3.4 The Association has all other remedies available to it by law or in equity.

9.4 Costs and Attorneys' Fees. In the event the Association takes any action to enforce this Declaration and/or other Governing Documents, with or without bringing suit, or in the event the Association does bring suit or action to enforce this Declaration and/or any Governing Document or obligation under the law, or to collect any money due thereunder or to foreclose a lien, the Owner shall be responsible to pay to the Association all costs and expenses incurred by the Association in connection with such suit or action, including a litigation guaranty report issued by a title company. And, the prevailing party in such suit or action is entitled to recover such amount as the court may determine to be reasonable as attorneys' fees and costs and upon any appeal or petition for review thereof.

9.5 Non-exclusiveness and Accumulation of Remedies. An election by the Association to pursue any remedy provided for violation of this Declaration will not prevent concurrent or subsequent exercise of another remedy permitted hereunder. The remedies provided in this Declaration and/or any other Governing Document are not exclusive but are in addition to all other remedies available to the Association at law or in equity, including actions for damages and suits for injunctions and specific performance. 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 and/or any other Governing

Document by appropriate legal proceedings.

ARTICLE 10 MISCELLANEOUS PROVISIONS

10.1 Amendments.

10.1.1 While Declarant has control of the Association before the Turnover Meeting as set forth in Section 6.8, Declarant has the unilateral right to amend this Declaration without any other Owner approval, and any subsequent amendment thereto, at any time, by a written and recorded instrument signed by the Declarant, if separately authorized by the Act or this Declaration.

10.1.2 While Declarant has control of the Association, Declarant has the right to approve or disapprove any amendment approved by the Owners pursuant to this Section. Subject to the rights of the Declarant, 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 by the vote or written consent of Owners representing not less than 75% of the Lots, based upon one vote for each such Lot. Evidence of the required vote obtained according to the procedures in the Bylaws needs to be in writing and kept with Association records but need not be part of the amendment, nor are Lot Owners required to sign the amendment. Any such amendment will 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 so approved and certifying that said amendments have been approved in the manner required by this Declaration and the Act, and only if approved by the Declarant while Declarant has control of the Association. In no event shall non-Declarant amendments under this Section create, limit or diminish Declarant's rights without Declarant's consent. An amendment may not have the effect of denying any Owner access to Owner's Lot unless such Owner has consented thereto.

10.1.3 Notwithstanding the foregoing, an amendment to

this Declaration may not create or increase Special Declarant Rights, increase the number of Lots, except as otherwise permitted herein as a Declarant Right, change the boundaries of any Lot (except as permitted by RCW 64.90.260(1)), or change the allocated interests of a Lot without the consent of Lot owners to which at least 90% of the votes in the Association are allocated, including the consent of any Lot Owner of a Lot, the boundaries of which or allocated interest of which is changed by the amendment.

10.1.4 Upon 30 day advance notice to Lot Owners, the Declarant may, without a vote of the Lot Owners or approval by the Board, unilaterally adopt, execute, and record a corrective amendment or supplement to the Governing Documents to correct a mathematical mistake, an inconsistency, or a scrivener's error, or clarify an ambiguity in the Governing Documents with respect to an objectively verifiable fact including, without limitation, recalculating the undivided interest in the Common Elements, the liability for Common Expenses, or the number of votes in the Association appertaining to a Lot, within 5 years after the recordation or adoption of the Governing Document containing or creating the mistake, inconsistency, error, or ambiguity. Any such amendment or supplement may not materially reduce what the obligations of the Declarant would have been if the mistake, inconsistency, error, or ambiguity had not occurred.

10.2 Termination. This Declaration and the Association may be terminated only by agreement of Owners of Lots to which at least 90% of the votes in the Association are allocated. The provisions of the Act further govern termination.

10.3 Lessees and Other Invitees. Lessees, invitees, contractors, family members and other persons entering the Property under rights derived from an Owner must comply with all of the provisions of these covenants restricting or regulating the Owner's use, improvement or enjoyment of Owner's Lot and other areas within the Property. The Owner is responsible for obtaining such compliance and will 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.

10.4 Enforcement. The Association, or any Owner, has the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration 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 will not be deemed a waiver of the right to do so thereafter.

10.5 Construction; Severability; Number; Captions. This Declaration must be liberally construed as an entire document to accomplish its purposes as stated in the introductory paragraphs. Nevertheless, each provision of this Declaration must be deemed independent and severable, and the invalidity or partial invalidity of any deemed independent and severable, and the invalidity or partial invalidity of any provision will not affect the validity or enforceability of the remaining part of that or any other provision. As used herein, the singular includes the plural and the plural the singular, and the masculine and neuter 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.

10.6 Notices and Other Documents. Any notice or other document permitted or required by this Declaration must be in a Tangible Medium and shall be delivered either personally or by mail. Delivery by mail will be deemed made 24 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 Lot address, or in a Record delivered to the Association given by the Owner; if to the Association, to the mailing address of the registered agent of the Association as filed with the Washington Secretary of State. The address of a party shall be changed by the party at any time by notice in writing delivered to the Association as provided in this Section. The Bylaws shall allow notice and voting by electronic means for matters governed by the Bylaws.

[SIGNATURE PAGE FOLLOWS]

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

Dated:

3416 SE GRACE AVENUE LLC

By: 

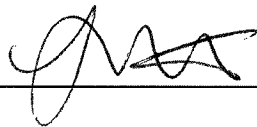
Its: Member

Unofficial Copy

STATE OF WASHINGTON)
)ss.
County of Clark)

On this 19 day of May, 2025, before me personally appeared Lucas A. Balston, to me known to be the Member that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of such company/corporation, for the uses and purposes therein mentioned, and on oath stated that he/she was authorized to execute said instrument.

In Witness Whereof, I have hereunto set my hand and affixed my official seal the day and year first above written.



Notary Public for Washington
My

appointment

expires 1/19/2027

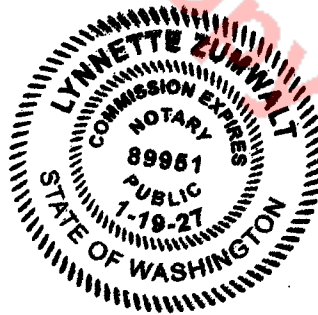


EXHIBIT "A"
(Parameter Legal Description – Phase 3)

LEGAL DESCRIPTION: Real property in the County of Clark, State of Washington, described as follows:

PARCEL I

THE SOUTH HALF OF THE SOUTH HALF OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 11, TOWNSHIP 3 NORTH, RANGE 2 EAST OF THE WILLAMETTE MERIDIAN, CLARK COUNTY, WASHINGTON.

EXCEPT COUNTY ROADS.

ALSO EXCEPT THE FOLLOWING DESCRIBED PARCEL:

A PARCEL OF PROPERTY IN THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 11, TOWNSHIP 3 NORTH, RANGE 2 EAST OF THE WILLAMETTE MERIDIAN, CLARK COUNTY, WASHINGTON DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF THE SOUTHWEST QUARTER OF SAID SECTION 11; THENCE SOUTH 00°52'27" WEST ALONG THE EAST LINE OF SAID SOUTHWEST QUARTER, A DISTANCE OF 991.80 FEET TO THE NORTH LINE OF THE SOUTH HALF OF THE SOUTH HALF OF THE NORTHEAST QUARTER OF SAID SOUTHWEST QUARTER; THENCE NORTH 89°41'55" WEST ALONG SAID NORTH LINE, A DISTANCE OF 458.93 FEET TO THE TRUE POINT OF BEGINNING; THENCE CONTINUING NORTH 89°41'55" WEST ALONG SAID NORTH LINE, A DISTANCE OF 128.24 FEET; THENCE SOUTH 00°16'39" WEST, A DISTANCE OF 166.40; THENCE SOUTH 89°43'21" EAST, A DISTANCE OF 91.01 FEET TO A NON-TANGENT 83.00 FOOT RADIUS CURVE TO THE RIGHT; THENCE ALONG SAID 83.00 FOOT RADIUS NON-TANGENT CURVE TO THE RIGHT (THE LONG CHORD OF WHICH BEARS NORTH 32°59'32" EAST, A DISTANCE OF 68.89 FEET), AN ARC DISTANCE OF 71.04 FEET; THENCE NORTH 00°16'39" EAST, A DISTANCE OF 108.38 FEET TO THE TRUE POINT OF BEGINNING.

PARCEL II

TRACTS K, L, M & N, CEDAR HEIGHTS PHASE 1, ACCORDING TO THE PLAT THEREOF, RECORDED IN BOOK 312 OF PLATS, PAGE 212, RECORDS OF CLARK COUNTY, WASHINGTON.

Situs Address: 76 Finished Lots - Cedar Heights, North, Battle Ground, WA 98604

Tax Parcel ID No. 986057808 and 986061504 and 986061505 and 986061506 and 986061507

Exhibit 'B'

Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77 and Tracts A & B, CEDAR HEIGHTS NORTH, according to the plat thereof, recorded in Book 312 of Plats, Page 345, records of Clark

County, Washington.

986069-672, 986069673, 986069674, 986069675, 986069676, 986069677, 986069678, 986069679, 986069680, 986069681, 986069682, 986069683, 986069684, 986069685, 986069686, 986069687, 986069688, 986069689, 986069690, 986069691, 986069692, 986069693, 986069694, 986069695, 986069696, 986069697, 986069698, 986069699, 986069700, 986069701, 986069702, 986069703, 986069704, 986069705, 986069706, 986069707, 986069708, 986069709, 986069710, 986069711, 986069712, 986069713, 986069714, 986069715, 986069716, 986069717, 986069718, 986069719, 986069720, 986069721, 986069722, 986069723, 986069724, 986069725, 986069726, 986069727, 986069728, 986069729, 986069730, 986069731, 986069732, 986069733, 986069734, 986069735, 986069736, 986069737, 986069738, 986069739, 986069740, 986069741, 986069742, 986069743, 986069744, 986069745, 986069746, 986069747, 986069748 and 986069749