

**COVENANTS, CONDITIONS AND RESTRICTIONS OF
West Park Phase One**

This Declaration, to be effective upon its recording in Clark County, Washington is made and executed the ____ day of _____ 2007 by VMW Development, LLC. (hereinafter "Declarant").

Declarant is the owner of certain real property in Clark County, Washington, which is more particularly described as West Park Phase One, the plat of which has been recorded with the Clark County Recorder in Book _____, Page _____, and incorporated herein by this reference.

Declarant proposed to create a subdivision to be known as West Park Phase One (hereinafter known as "subdivision") and may include other contiguous real property hereafter owned by Declarant which is subjected to this Declaration of Covenants, Conditions and Restrictions of West Park Phase One by a subsequent declaration recorded by Declarant for that purpose.

Declarant has deemed it desirable for the preservation of the value and desirability of the real property in West Park Phase One to establish the following Covenants, Conditions, Restrictions and Easements, including liens for assessments.

Now therefore, the Declarant hereby declared that each parcel of real property in the Subdivision, as and when it is separately platted and declared to be a part of West Park Phase One, shall thereafter be sold, conveyed, owned and occupied subject to the provisions of this declaration of Covenants, Conditions and Restrictions. Each person or entity, upon acceptance of a deed or land sale contract to purchase, covenants and agrees to comply with said provisions of this Declaration.

ARTICLE I.

DEFINITIONS

- Section 1. “ACC” shall refer to the Architectural Control Committee as provided in Article IV hereof.
- Section 2. “Articles” shall mean and refer to the Articles of Incorporation of West Park Phase One Homeowners Association created by Declarant and filed with the Washington Secretary of State.
- Section 3. “Association” shall mean and refer to West Park Phase One Homeowners Association, a non-profit corporation, its successor and assigns.
- Section 4. “Association Property” or “common area and facilities” shall mean the owned or leased property, including any improvements thereon, generally referred to as the common area intended to be devoted to the common use and enjoyment of the members of the Association, as may be modified from time to time, which may include an entry façade, private roadways, storm water drainage, collection, treatment retention, detention, and conveyance systems, trails, picnic, playground and other recreational area, landscaping, wetland, wetland buffer areas and any other improvements located or to be located within the common areas of the West Park Phase One subdivision as well as wetlands and associated buffer areas. At the time the CC and R’s were created the green space, wetland and buffer had not yet been conveyed to the association.
- Section 5. “Board” and “Board of Directors” shall mean and refer to the Board of Directors of the West Park Homeowners Association.
- Section 6. “Bylaws” shall mean and refer to the Bylaws of the Association, which are or shall be adopted and amended by the Board of Directors from time to time.
- Section 7. “Declarant” means VMW Development, LLC. and any successor or assign thereof specified as a successor Declarant in a written agreement between the parties.
- Section 8. “Declaration” means this declaration and any amendments thereto.

- Section 9. “Living Unit” means a building or a portion of a building located upon a Lot and intended for separate occupancy and ownership.
- Section 10. “Lot” means a unit of land in the Property which is platted for the purpose of constructing thereon one Living Unit.
- Section 11. “Occupant” means the occupant of a Living Unit.
- Section 12. “Owner” means the legal owner or contracted purchaser of any Lot or Living Unit, which is part of the Property.
- Section 13. “Plat” means the final map, diagram, drawing, re-plat or other writing containing the descriptions, locations and other information on the Lots in the subdivision.
- Section 14. “Property” means each parcel of real property on which Declarant records a plat and declares all or portions thereof to be part of West Park Phase One. “Property” also means all improvements and fixtures located on the Property.

ARTICLE II.

ASSOCIATION

- Section 1. Formation and Authority. The Association is an association of Owners known as the West Park Phase One Owners’ Association. Any articles of incorporation subsequently adopted or amended by the Association, must be approved by the Board and must be consistent with this Declaration.
- Section 2. Membership. Each Owner, by virtue of being an Owner and so long as such Owner continues in that capacity, shall be a member of the Association. Each membership in the Association shall be appurtenant to the Lot or other portion of the Property owned by an Owner and shall not be transferred in any manner whatsoever except upon a transfer of title to such Lot or other portion of the Property and then only to the transferee of such title.
- Section 3. Duties and Powers of the Association. The Association shall have all requisite power, duty, and authority to

perform its obligations under this Declaration, including without limitation the power, duty and authority to enforce the provisions of this Declaration and to acquire and pay for, out of the common fund provided by assessments, all goods and services necessary or appropriate for the proper functioning of the Association in accordance with this Declaration. Without limiting the generality of the foregoing or the other provisions of this Declaration, the Association shall have the power, duty, and authority, subject to the other provisions of this Declaration, to undertake the following actions:

- 3.1 Determine the amounts necessary or appropriate for the performance by the Association of its powers and duties under this Declaration.
- 3.2 Impose and collect annual and special assessments from the Owners.
- 3.3 Maintain bank accounts on behalf of the Association and designate the signatories for those accounts.
- 3.4 File all required income tax returns.
- 3.5 Enforce by legal means the provisions of this Declaration.
- 3.6 Maintain and repair the common areas, and the improvements thereon and establish one or more reserve funds for such purposes.
- 3.7 Adopt, modify, and rescind rules and regulations governing the use of the common areas, and all improvements on the foregoing, as well as the Property generally.
- 3.8 Obtain such policies of insurance as the Board may from time to time deem appropriate for the protection of the Association, the common areas, and the improvements thereon.
- 3.9 Contract for such services (including without limitation legal and accounting services) as may be necessary or appropriate to manage the affairs of the Association properly and in accordance with this Declaration.
- 3.10 Appoint such committees as the Board may determine from time to time to be appropriate to assist in the conduct of the affairs of the Association and delegate to any such committee such authority as the Board may deem appropriate, subject in all cases to the provisions of the Declaration.

- 3.11 Designate areas as common areas, provided that the areas so designated must be owned by the Association or the public, or the Association must have an easement or other written consent of the owner before designating such areas as common areas.
- 3.12 Acquire, hold, encumber and convey in its own name any right title or interest to real or personal property.
- 3.13 Grant easements, leases, licenses, and concessions through or over any land owned by the Association, including, without limitation, the common areas.
- 3.14 In addition to the above, the Association shall have all powers granted by RCW 64.38.020, as amended, as well any other powers granted elsewhere in this Declaration.

Section 4. Board of Directors. The Association shall act through the Board. After the Turnover Date, the Board shall consist of three Directors, which shall be elected at a meeting of the Owners. Each Owner shall have one vote for each Lot owned. Voting for Directors shall be conducted on an at-large basis by the Owners actually present or represented in proxy at the meeting of the Owners of Lots. Directors shall serve three-year terms.

Section 5. Declarant Reserves Control Until Turnover Date. The Declarant hereby reserves administrative control over the Association, including, without limitation, the right to act as the Board and the right to control the Architectural Committee until the Turnover Date. Declarant shall call a meeting for the purposes of turning over administrative control over the Association to the Owners within 60 days of the earlier of the following: (i) the date on which the Declarant voluntarily resigns; or (ii) the date on which Declarant ceases to own at one Lot that are subject to this Declaration. On the Turnover Date, a new Board shall be elected by the Owners.

Section 6 Meetings of Owners. A meeting of Owners for the purpose of electing Directors shall be held at least 30 days prior to the expiration of the term of any Director or, in the case of a vacancy pursuant, within 30 days after such vacancy occurs. Any meeting of Owners shall be held at a place within Clark County Washington designated by the Secretary. The Secretary shall give written notice of any such meeting to each Owner entitled to vote at the meeting

at least seven but not more than 60 days prior to the date of the meeting. Each such notice shall state the purpose, time, and place of the meeting. However, the Secretary shall be required to notify an Owner of a meeting only if such Owner has previously given written notice to the Secretary setting forth such Owner's name and address. Notice of any meeting may be waived by any Owner at any time. No Owner who is present at a meeting may object to the adequacy or timeliness of the notice given. Any Owner may give a proxy to any Person, so long as the proxy is in writing, signed by such Owner, and filed with the Secretary. A proxy shall expire on the earlier of (i) 11 months after the date of the proxy; or (ii) the date of sale of such Owner's Lot by such Owner. There shall be no quorum requirements with respect to any meetings of the Owners.

Section 7.

Meetings of the Board. The Board shall meet at least annually, within 90 days after the end of each calendar year. At each annual meeting, the Secretary shall present to the Board a report on the financial condition of the Association, including a report of receipts and disbursements for the preceding calendar year and the estimated receipts and expenses for the coming year. Special meetings may be called at any time by two Directors. Meetings of the Board shall be held at such place as may be designated from time to time by the Board. The Secretary shall give written notice to each Director of each Board meeting at least ten but not more than 30 days prior to the date set for such meeting, stating the purpose, time, and place of the meeting. Notice shall be sent to the address of each Director as listed on the books of the Association, or to such other address as any Director may designate by written notice to the Secretary. Notice of any meeting may be waived by any Director at any time. No Director who is present at a meeting may object to the adequacy or timeliness of the notice given. A majority of the Directors shall constitute a quorum for voting at a Board meeting.

Section 8.

Officers of the Association. The officers of the Association shall be the President and the Secretary, both of whom shall be elected by the Board. The Board may designate such additional officers as it deems appropriate. The officers of the Association shall be elected annually by the Board and

shall hold office at the pleasure of the Board and until their successors are elected. The President shall be a Director and shall be the chief executive officer of the Association. The President shall preside at all meetings of the Board and, unless otherwise provided in this Declaration, shall have all of the general powers and duties normally incident to the office of the chief executive officer of an association. The Secretary shall not be required to be a Director or an Owner. The Secretary shall keep the minutes of all proceedings of the Board and all other Association records and shall attend to the giving of all notices pursuant to this Declaration or required by law. The Secretary shall be responsible for the collection, deposit, and disbursement of Association funds and shall keep full and accurate financial records and books of account showing all receipts and disbursements of the Association. The Secretary shall perform all other duties incident to the office of secretary of an association or as may be directed by the Board. The Secretary shall perform all of the foregoing duties at the expense of the Association.

Section 9.

Indemnification. Neither a Director nor an officer of the Association (including, without limitation, the Declarant, when acting as the Board or the Architectural Committee) shall be liable to the Association or the Owners for any mistake of judgment, negligence, or otherwise, except for such Director's or officer's willful misconduct or bad faith. Each Director and officer shall be indemnified by the Association against all expenses and liabilities, including reasonable attorneys' fees, incurred by or imposed upon such Director or officer in such capacity; provided, however, there shall be no indemnity if such Director or officer is adjudged guilty of willful misconduct or bad faith in connection with the matter as to which indemnification is sought.

Section 10.

Amendment of Articles of Incorporation and Bylaws. The Board may adopt written Bylaws and may amend the Bylaws from time to time. Any Articles of Incorporation adopted by the Association may be amended by majority vote of the Directors.

ARTICLE III.

GENERAL DEVELOPMENT PLAN

- Section 1. Phased Development. Declarant reserves the right to develop and plat the Subdivision in several phases. As each phase is developed, Declarant will record a plat of that phase, which plat will identify the number of Lots included in the phase. There is no limit on the number of phases that may be included in the Subdivision.
- Section 2. Sidewalks. Each Owner of a Lot who constructs a living unit thereon shall also construct a sidewalk 3 feet in from the street frontage with the intent of leaving a grass mow strip. The sidewalk shall be constructed of broomed concrete prior to the issuance of an occupancy permit for a Living Unit constructed on the Lot. Thereafter, the Owner shall maintain and repair the sidewalk.
- Section 3. Construction. Each Owner of a Lot shall have a maximum of 1 year from the date of purchase from the Declarant to commence construction of a Living Unit. Each Owner must complete construction of a Living Unit one year from commencement.
- Section 4. Common Area Usage. Every Owner of a Lot shall have a right of enjoyment in and to the common areas, after they are conveyed facilities and improvements, subject to the following provisions:
- 4.1 The right of the Association to charge reasonable assessments for the maintenance and operation of common areas and facilities situated within the Subdivision;
- 4.2 The right of the Association to adopt reasonable rules governing the use of the common areas and facilities within the Subdivision;
- 4.3 The right of the Association to suspend the voting rights and the right to use of any common facilities by an Owner for any period during which any dues or assessments against his Lot remain unpaid after the thirty (30) day grace period; and for a period not to exceed sixty (60) days for any infraction of its published rules and regulations: and

- 4.4 The right of the Association to dedicate or transfer all or any part of the owned common area and/or facilities to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed to by members or required by law.

ARTICLE IV.

ARCHITECTURAL CONTROL

Section 1. Architectural Committee. The Architectural Committee consists of Sam Vilhauer, Ian McFatridge and Joni Vilhauer. The Architectural Committee shall have the authority and duty to regulate the external design, appearance, location and maintenance of any and all dwelling units, accessories structures, and other improvements on the Property, including fences, and any landscaping thereon in accordance with the provisions of this Declaration. Upon completion of the last Living Unit within the Subdivision, the Declarant shall turn control of the Architectural Committee over to the residents of West Park Phase One and they shall elect three members from within the Subdivision to regulate it.

Initially, when architectural control is turned over to the residents of the Subdivision, 2 members will serve a two-year term and 1 member will serve a one-year term. Thereafter, all elected members from the Subdivision will serve a two year term.

The committee will not evaluate or assume responsibility for the structural integrity, safety features, mechanical operation, or building code compliance of the proposed improvements or structures. General land use requirements and building codes are established by Clark County, Washington and other agencies.

Section 2. Committee Approval Required. No building, fence, wall, patio, deck, or other structure or improvement shall be commenced, erected, or maintained upon the Property nor shall any exterior addition to, or change or alteration therein, be made, nor shall any landscaping of any portion of the Property be commenced or maintained until the plans and specifications have been submitted to and approved in writing by the Architectural Committee pursuant to the procedures outlined in these Covenants, Conditions & Restrictions. This also includes any tree removal.

Section 3. Committee Discretion. It is recognized that this document does not contain specific requirements for every situation that may require Committee approval; therefore, the Committee will necessarily exercise discretion in many instances in approving or disapproving of a specific proposal. It is further recognized that a proposal may not meet a specific standard set forth in this manual; therefore, the Committee is authorized, in its sole discretion, to approve a proposal notwithstanding that it may conflict with a standard set forth in this manual.

Section 4. Plan Submittal Procedure. All proposals for erection or alteration of any structure or improvement on any Lot must be submitted to the Committee in the form of a Complete Application at least 30 days prior to the start of the proposed action. A complete Application shall mean submission by the Owner of two copies of finished working drawings and specifications complying with provisions outlined in this document.

Plans must be drawn to scale and consist of: exterior elevation (minimum scale of 1/4" = 1'0" for main elevation and 1/8" = 1'0" for other elevations): plot plan including property lines, easements, structures, driveways, accessory structures, trees to be removed, mechanical equipment, trash receptacles, fences, proposed grading, and any other improvements proposed to the site, (minimum scale 1" = 20') and floor plans indicating square footage of structure (minimum scale 1/4" = 1'0"); and, landscape plan (minimum scale 1" = 20') front yard (and side yard on corner lots).

The Architectural Committee shall approve or disapprove the proposal within 15 days after receipt of a Complete Application and return one copy of the drawings and specifications marked to indicate approval, or if disapproved, marked or otherwise noted with the cause of such disapproval.

It shall be the Owner's responsibility to apply for and pay all fees for permits and inspections required by the governing authorities and codes.

Section 5. Completion. Approved projects must be completed within twelve (12) months after issuance of a building permit. Failure to complete work within the prescribed time may cause the approval to be rescinded and re-submittal will be required. The Committee may grant an extension under extenuating circumstances brought to its attention.

ARTICLE V.

USE RESTRICTIONS AND OBLIGATIONS

- Section 1. Property Use. All lots within the Subdivision shall be for residential use with only single family detached structures being allowed as a Living Unit. A maximum of one Living Unit can be constructed on each Lot. No commercial activities of any kind shall be carried on in any portion of the Property except activities relation to the sale of lots or the sale of Living Units, nor shall any goods, equipment, vehicles, materials, or supplies used in connection with any trade, service, or business be kept or stored on any such Lot. This provision, however, shall not be construed so as to prevent or prohibit an Owner from maintaining his professional personal library, keeping his personal business or professional records or accounts, handling his personal business or professional telephone calls, or occasionally conferring with business or professional associates in his Living Unit
- Section 2. Animals. Other than a maximum of three household pets per Living Unit, no animals or fowls shall be raised, kept, or permitted within the Property. No animals of any kind shall be kept, bred or raised for commercial purposes. All pets shall be confined to the Owner's Living Unit or Lot and shall not be permitted to run free or otherwise be or become a nuisance or source of annoyance to other owners or occupants. All owners of pets will abide by municipal sanitary regulations, and leash laws as regulated by the municipal authorities.
- Section 3. Vehicles. No trucks (except pickups of $\frac{3}{4}$ ton weight or less) house trailer, motor home, camper, boat, motor scooters, or trailer of any type shall be stored or parked on any Lot or street other than temporarily (in no case in excess of 24 hours) and then solely for the purpose of loading or unloading or a service call; provided however, that such vehicle may be kept within an Owner's enclosed garage.
- Section 4. Signs. No signs shall be erected or displayed on any Lot or Living Unit other than one sign no larger than six inches by twenty four inches displaying the name and/or address for the occupant, or one temporary sign no larger than eighteen inches by twenty four

inches advertising the Lot or Living Unit for sale or rent, which shall be removed upon the sale or rental of the Lot or Living Unit.

- Section 5. Trash Collection and Storage. All trash and garbage shall be deposited in closed containers that are fully screened from street view, except on collection day, and to be picked up by the sanitary service crew with whom the Owner contracts.
- Section 6. Antennas and Dishes. There shall be no exposed or exterior radio or television transmission or receiving antennas erected, placed, or maintained on any structure or land in the Subdivision, with the exception of any needs for utilities. Satellite dishes may be used if under 2' in diameter but must not be visible from the street.
- Section 7. Vacant Lots. All vacant Lots and Lots with partially constructed improvements shall be kept clear of any construction debris and weeds and grass shall be kept mowed and not allowed to grow to a height of more than six (6) inches. Erosion control is the entire responsibility of the builder and/or Lot Owner during and after construction.
- Section 8. Yard Ornamentation. All ornamentation in yards, such as figurines, plastic flowers, colored lights, windmills, birdbaths or feeders, shall either be screened from the public or neighboring view or approved by the Committee. This section shall not apply to seasonal holiday decorations which are promptly removed after the holiday or, to the display of the flag of the United State of America.
- Section 9. Owner's Obligation. The Owner of a Lot will be responsible for any necessary grading, drainage, or retaining walls. The Declarant shall not be responsible for any of the cost thereof. Each Owner shall maintain the exterior appearance of his Living Unit and Lot in an attractive manner. The Owner of a Lot will be responsible for keeping roadways and adjoining Lots clean and free of debris (and roadways free of mud) arising from construction activities or maintenance of their Lot.
- Section 10. Clotheslines. All Clotheslines shall be screened from public or neighboring view.
- Section 11. Basketball Hoops. Basket ball hoops may not be attached to the structure of Living Unit and will be held to a noise sector limitation.

ARTICLE VI.

DESIGN GUIDELINES

Section 1. Building size. Design consideration shall be given to maintain compatibility to the natural setting without dominating the surrounding Living Units and must be of architectural style to be complimentary and not detract from the surrounding Living Units. Living Units shall be no higher than two (2) stories above finished grade level with a maximum thirty-four foot (34') ridgeline above the highest finished grade at the Living Unit foundation. Minimum square footage of heated living area for a Single Family Detached Living Unit, excluding garage, enclosed patios or decks, attics and unheated storage area shall be as follows: (a) one story: 2800 square feet; (b) two story: 3200 square feet with a minimum of 1600 square feet on the primary level with the following exceptions: Lots 1-5 shall have the following minimums: (a) one story: 2500 square feet; (b) two story; 3000 square feet.

For a Living Unit built in a daylight basement or split entry configuration, the two story requirements will be maintained.

Other lot specific requirements: Lot 23 Living Unit must have a side load garage entering from the south side of the lot. Lot 24 Living Unit shall be no higher than two (2) stories above finished grade level with a maximum thirty-one foot (31') ridgeline above the highest finished grade at the Living Unit foundation

Section 2. Building Sites. All structures shall be constructed within the setback requirements set by Clark County Requirements.

Section 3. Repetition of Living Unit Design. The exterior design of a Living Unit floor plan cannot be repeated within each platted phase of West Park Phase One.

Section 4. Drainage. Drainage may be dry wells or other drainage systems common to the Subdivision. All systems must be approved by Clark County. Each lot is responsible for its drainage run off as it travels downhill.

Section 5. Exterior Colors. Semi-transparent or solid stains in moderate hues only are acceptable, and must be approved by the Architectural Committee. The color combination for the body and trim of a Living Unit may not be repeated by any other adjacent Living Unit within three (3) lots (excluding street). Approval of

exterior colors will be at the sole discretion of the Architectural Committee and must be submitted by Lot Owner and approved in writing by the Architectural Committee prior to application.

- Section 6. Roofs. Roofing materials must be of shake, concrete tile, or 40 year manufacturer warranted architectural asphalt composition only, with Dura-Ridge or Z-Ridge on all hip or ridge lines of composition roofs. Arch 80 is specifically not an acceptable roofing material. A minimum four in twelve pitch shall be maintained on all roofs including deck or patio covers and accessory structures. All the roof colors must be of a moderate hue as approved by the Architectural Committee prior to installation.
- Section 7. Garages. Each single family detached Living Unit shall include a garage designed to enclose a minimum of two (2) and maximum of four (4) vehicles, the structure shall interrelate to others on the Lot in respect to character, material, and finishes; carports will not be permitted and unattached garages will be judged by the ACC on their merit.
- Section 8. Fences. On Lots 8-14 all fences shall not exceed five (5) feet in height on the back property line and shall be constructed of black chain link. A Fence on the other property lines of these lots and all other lots shall not exceed six (6) feet, not go past the front street side corner of the home and be constructed principally of wood, iron, masonry or a combination of, to maintain the aesthetic quality for the community. The height of six (6) feet also pertains to any shrubs, hedges, trees, or vegetation that might be used as a fence on the property lines of these lots. All owners in West Park Phase One are encouraged to work with the neighbors to create “good Neighbor” type of fencing. Black cyclone type fencing will only be permitted on lots 8-14 on the rear property line with the intention of minimizing the degradation of the green belt view.
- Section 9. Decks. All porch and deck additions must be approved and shall have an appearance consistent with the exterior of the Living Unit.
- Section 10. Exterior Walls. All elevations of each Living Unit shall be of Hardi-plank type, cedar, redwood, or other approved wood in a tongue and groove, lap siding. No “Dry Vit” synthetic stucco or other comparable types of stucco will be allowed. All Living Units on all Lots of the Subdivision are required to have a minimum of 350 square feet of masonry veneer on the front elevation. This also applies to a stone veneer. Stone or brick material must be approved by the Architectural Committee. Brick or stone veneer

must be attached to the home. Fencing or retaining walls are excluded from calculating minimum square footages. Other siding materials will be judged on their merit after review of samples. Side and rear elevations shall be of the same or compatible materials as from the other elevations. Final approval to be at the sole discretion of the Architectural Control Committee. All soffits must be enclosed before owner's take occupancy of the Living Unit.

Section 11. Service Areas. Storage or accessory buildings (such as dog houses, tool sheds, firewood, garbage, barbecue type buildings or enclosures), non portable or affixed outdoor furniture such as swings, back stops, picnic tables, barbecues, basketball hoops, arbors, jungle gyms, hot tubs, and tree houses, etc., shall not exceed 12 feet in height and be reasonably screened from public and neighboring view. Storage or accessory structures shall be constructed of similar materials and be of similar design as the Living Unit. Cedar or other wood lap siding is acceptable and preferred to reduce the visual impact in the back yard. Above ground pools are prohibited.

Section 12. Landscaping Requirements. The front yard landscaping of each Lot and the side yard landscaping of each corner Lot must be completed within three (3) months from the date of completion of the Living Unit constructed thereon or prior to occupancy, whichever event shall first occur. In the event of undue hardship due to weather conditions, this provision may be extended upon written request to the Architectural Control Committee. All rear yard areas must be completed within six (6) months from the date of occupancy of the Living Unit.

All Living units must have a minimum of an in-ground sprinkler system installed in the front yard. This must be completed within the same 3 month period as mentioned above for front yard landscaping.

All front and rear yard areas of West Park Phase One shall be planted with any of the following: trees and shrubs, ground cover, conifer trees, deciduous shrubs and trees and lawn areas. Every Living Unit must plant a minimum of two (2) trees with a base diameter of not less the two (2) inches. All other yard areas not in lawn grass shall, at a minimum, be covered with bark mulch or similar material.

Mounding of planting beds and lawn areas on any lot will be permitted if graded so as to blend with adjacent property and/or

landscaping. Special care shall be taken to insure proper surface drainage to eliminate casual water pockets, so as not to infringe on neighboring property.

Each property will have a 3' mow strip between the street and the sidewalk. These strips are to have sod grass and flowering pear trees. Each lot shall plant flowering pear trees based on the number listed per lot, evenly spaced and flowing with the existing neighbors. The intent is to create a flowing neighborhood street appearance. Lots 4 and 6 will have 2, lots 2-3, 7-13, 19 and 21-22 will have 3, lots 17 and 23 will have 4, lots 1 and 20 will have 5, lots 16 (3 on the east property line and 3 on the west property line) and 18 will have 6, lot 15 will have 8 and lots 5, 14 and 24 will have no requirement for mow strip trees as they do not have a mow strip.

Extensive areas of sparsely planted shrub beds covered with bark dust or similar materials will not be permitted.

Owners are required to give these requirements to their landscape designer, architect and/or contractor prior to implementation of the work to facilitate and insure compliance and that it is landscaped in a manner that is harmonious and compatible with the overall landscaping policy as noted herein.

Each Owner shall maintain the landscaping and yard area in an attractive appearance and free from insects and diseases; each Owner shall provide for the 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 six (6) feet in height.

Section 13. Brick Columns for Paper boxes. All living Units Owners are required to install at their own expense masonry or stone column paper boxes at the corner of their driveway before occupancy of the Living Unit. After masonry paper boxes are constructed, they shall be maintained by the lot owner in good condition. Design specifications will be supplied by the ACC to the Lot Owner upon the approval of the Lot Owners plans by the ACC. All brick or stone columns to be of the same material and color as the brick veneer on the front elevation of the home they are building. Lights on the column not allowed as they provide light pollution to the subdivision unless the lights shine directly down.

Section 14. 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 services under a general contractor's bond as required by the State. No unlicensed or unbonded person, including the Lot Owner, shall be responsible for the actual construction of a dwelling.

- Section 15. Climate Control. Heat pump and condenser units shall have visual screening and noise attenuation to the neighboring Living Units and Public Areas. It is understood that in some building situations, equipment location is dictated by the building design and in the event that the equipment is close to the neighboring house, screening should be used to block the view and reduce noise. Use of solar heating systems is acceptable providing that the panels or collectors are integrated into the structure with regard to the overall appearance and design. Window mounted, through the wall, or roof mounted mechanical units are not allowed.
- Section 16. House Numbers. House numbers must be clearly readable from the street, but not so large as to be out of proportion to the structure. They shall be compatible with the overall design of the structure.
- Section 17. Exterior Lighting. Type and placement of exterior lighting devices must be approved by the Architectural Control Committee. The intent is to eliminate glare, annoyance and light pollution to adjacent property Owners and passersby. All lights are to be spotted down and not producing light outward. Soffit lights are preferable.
- Section 18. Tree Removal. No trees of four (4) inches diameter or more shall be removed from a Lot without prior written approval of the Architectural Review Committee. Close attention shall be given to vegetation on lots 8 through 14 of West Park Phase One. These lots are also occupied with Oregon White Oak trees which are a protected habitat and cannot be removed or altered.
- Section 19. Deck and Patio Covers. All covers for decks and patios must be complementary with and be constructed of the same materials as the Living Unit. Designs incorporating solid roofing must have a minimum roof pitch of four in twelve. Standing seam metal roofing will be accepted. Covers of sheet or corrugated metal and plastic sheathing are prohibited.
- Section 20. Windows. Window frames shall be of a design and color complimentary to the exterior of the Living Unit. Window frames of mill finished aluminum will not be allowed.

Section 21. Driveways. All driveways leading into the Living Units garage are to be concrete or concrete pavers. Asphalt is specifically excluded.

Section 22. Retaining Walls. Retaining walls are subject to review and approval by the ACC.

ARTICLE VII

COMMON AREA FACILITIES

- Section 1. Maintenance. The Association shall have full responsibility for maintenance and repair of the Association Property and common area and facilities as herein defined.
- Section 2. Restricted Maintenance. The Association shall provide for ongoing maintenance of storm water drainage collection, treatment, retention, detention, and conveyance facilities and access thereto which in on or under Association Property or within common areas in compliance with the pertinent and applicable provisions of subdivision construction plans, wetland permit, final storm water plans, road maintenance agreements, and conservation covenants and in particular private roadways, storm water drainage, collection, treatment, retention, detention and conveyance systems, trails, picnic, playground and other recreational real, landscaping, wetlands wetland buffer areas and any other improvements located or to be located within the common areas.
- Section 3. Government Access. Declarant hereby grants to the Sheriff's Department of Clark County, Fire District of Clark County which serves the area, Clark County Public Services, The Clark County health Department, and other and governmental agents and officials with jurisdiction over the Subdivision the non-exclusive right to enter upon the common area for the purpose of carrying out their official duties.
- Section 4. Conveyance of Common Area. The Association may not convey any owned portion of the Association Property and common area or facilities to any other individual or entity without the assent (by vote or written consent) of two-thirds of the members such action may be taken only with the assent (by vote or written consent) of two-thirds of the voting power of each class membership. Grant of an easement of any of any kind shall not be considered a conveyance for purposes of this paragraph.

ARTICLE VIII

COVENANT FOR ANNUAL AND SPECIAL ASSESSMENTS

- Section 1. Creation of Lien and Personal Obligation of Assessments.
The Declarant, for each Lot owned within the Subdivision, hereby covenants and each successor Owner of any Lot is deemed to covenant, and agrees to pay to the Association annual maintenance and operation assessments and special assessments for emergency and capital improvements, such assessments to be established as hereinafter provided. The annual and special assessments together with interest, costs and reasonable attorney fees shall be a personal obligation of the person who was the Owner of such property at the time the assessment fell due. Delinquent assessments together with interest, costs and reasonable attorney fees shall be a lien upon the Lot if the Association files a claim of lien with the Clark County Auditor's Office. The priority of such lien shall be based on the date the claim of lien is filed.
- Section 2. Purpose of Assessments. The assessments levied by the association shall be used exclusively to promote the recreation, health, safety and welfare of the residents in the Subdivision and for the capital improvement and/or operation, maintenance, preservation, repair, and improvement, of the Association Property, common area and facilities, improvements, storm water drainage, collection, treatment, retention, detention, and conveyance systems trails, picnic, playground and other recreational area, landscaping, wetland, wetland buffer areas, and private roads, depending upon the stated purpose for which said assessment is levied, and to support the operations of the Association.
- Section 3. Annual Assessments: Procedure and Maximum. The Association shall have the power and authority to levy annual operating and maintenance assessments on its members. The fiscal years shall be on a calendar year basis. Prior to the commencement of each fiscal year, the Association Board of Directors shall estimate the costs and expenses to be incurred by the Association during each fiscal year in performing its function under this Declaration (including a reasonable provision for contingencies). A budget for such fiscal year shall be prepared and distributed no less than thirty (30) days before the beginning of such year. A separate statement showing any reserves shall be presented with the budget. The budget shall

also show the anticipated balance (exclusive of any reserves) in the operating fund at the start of such fiscal year which is attributable to operation and maintenance assessments for the prior fiscal year which shall be subtracted from the gross operation expenses shown. The net estimated operating revenue so determined shall be assessed to the Owners as the regular operation and maintenance assessment by dividing the total net estimated operation revenue by the total number of Lots in the Subdivision to which the respective assessments apply, and assessing the resulting amount to the Owner of each such Lot.

- Section 4. Special Assessment for Capital Improvements. In addition to the annual assessment authorized above, the Association may levy in any year a special assessment applicable only to a specific period for the purpose of defraying in whole or in part the costs of any construction, reconstruction repair or replacement of a capital improvement on the common area or facilities, including fixtures and personal property related thereto, when such improvements are deemed necessary by a majority vote of the Board. Prior to assessment, the Board shall solicit no less than three competitive bids from reputable suppliers or contractors, and be awarded to the lowest responsible bidder.
- Section 5. Special Assessment and Reserve Fund. Both annual and special assessments shall be fixed at equal rates for each Lot to which the assessment apply, and shall be paid when and as directed by the Board. The Association shall establish and maintain and adequate reserve fund for capital improvement and emergency repair.
- Section 6. Date of Commencement of Assessment: Due Dates. The first annual assessment shall be prorated according to the number of months remaining in the calendar year and shall become payable at the time of closing of an Owner's purchase of a Lot. Written notice of the annual and special assessments shall be sent to every Owner subject thereto. The association shall, upon demand and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the annual and special assessments on a specified Lot have been paid. A properly executed certificate of the Association as to the status of annual and special assessments on a Lot is binding upon the Association as of the date of its issuance.
- Section 7. Effect of Non-payment of Annual or Special Assessments: Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall bear interest from

the due date at twelve (12%) per annum or the maximum rate allowed under Washington law, whichever shall be greater. The Association may bring an action at law against the Owner personally obligated to pay the same, and/or foreclose the lien in any matter or by any means available under the laws of the State of Washington. Costs and reasonable attorney fees of any such action shall be added to the total amount of such assessments. No Owner may waive or otherwise escape liability for assessments provided for herein by non-use of the common area or by abandonment of his Lot.

- Section 8. Exempt Property. The following property subject to this Declaration shall be exempt from assessments created herein.
- 8.1 All properties and Lots owned by the Declarant:
 - 8.2 All Properties dedicated to and accepted by a local public authority, and
 - 8.3 All owned or leased Association Property, and common areas and facilities.

ARTICLE IX.

DECLARANT'S RIGHTS

- Section 1. Project Signs. Declarant reserves the right to locate and maintain on the property a sign or signs with a description of West Park Phase One and sales information. Such project signs shall not exceed five (5) feet by ten (10) feet and shall be removed by the Declarant after the last Lot has been sold and the transaction has closed.
- Section 2. "For Sale" sign. The Declarant may maintain a "For Sale" sign on each Lot or Living unit owned by the Declarant on the Property. Declarant may assign this right to other developers of Lots or Living Units on the Property.
- Section 3. Annexation of Additional Land. Declarant shall have the sole and exclusive right to annex additional land to West Park Phase One by recording a declaration subjecting the additional land to this Declaration. Any such land annexed shall be subject to all provisions of this Declaration in effect at the time of annexation.
- Section 4. Model Home. Declarant shall have the right to maintain a sales office and model on one or more of the Lots. Declarant, its agents, prospective purchasers, and their agents shall have the right to use and occupy the sales offices and models during reasonable hours any day of the week. Declarant may use the common areas and roads in order to carry out sales or development activities necessary or convenient for the sale, marketing, construction or development of Lots.
- Section 5. Declarant's Right to Amend. Declarant reserves the right, upon Declarant's sole signature and without the assent of any other person, to amend this Declaration and any Plat filed by Declarant to the extent necessary or incidental to the exercise of a Special Declarant Right, including, without limitation, the annexation and development of additional property. The Declarant's right to amend this Declaration and any Plat under this Section shall continue until Declarant ceases to own at least one Lot that is subject to this Declaration and the Association is turned over to the Owners. The Declarant's right to amend this Declaration and any Plat under this Section shall not be used to increase the amount of the annual assessment or to impose any special assessment.
- Section 6. Declarant's Easements. In addition to any easements granted by the Association and any other easements granted or referenced in

other sections of this Declaration, there is reserved a non-exclusive easement in favor of Declarant over and across the common areas for ingress and egress and over and across easements, roadways, and utility lines specified or established in and for the West Park Phase One, and the right to connect thereto is reserved. Such reservations are for the purpose of exercising Special Declarant Rights, including the completion of construction and development of West Park Phase One and any land annexed thereto.

Section 7. Storm Water Facilities. In addition to the easements granted above, Declarant reserves to itself and grants to the Association for the benefit of Declarant, the Association and all Owners, an easement over and through the storm water drainage collection, treatment, retention, detention and conveyance facilities (collectively referred to herein as the “Storm Water Facilities”) for the benefit of the following described real property [**insert legal description for Westpark III**], provided that all lots benefited by such easement must pay the Association a pro rata share of the maintenance costs for maintaining the Storm Water Facilities. The pro rata maintenance obligation shall be paid annually and shall be determined by dividing the total annual maintenance costs for maintaining the Storm Water Facilities by the total number of lots (including lots within West Park Phase One and lots not within West Park Phase One) benefited by the Storm Water Facilities. Declarant further reserves the right to grant additional easements over and through the Storm Water Facilities. Such easements shall be perpetual, appurtenant and non-exclusive, and each such lot benefited by such easements shall be subject to the same maintenance obligations as are set forth in this section, whether or not such lots are annexed to West Park Phase One. Declarant may assign the right to grant such additional easements to a successor Declarant, but this right to grant additional easements shall terminate on December 31, 2037. Annual maintenance costs shall be payable to the Association. However, the Declarant, in the Declarant’s sole and absolute discretion, may charge a one time hook-up fee payable to Declarant to any lots not within West Park Phase One for connecting to the Storm Water Facilities. Declarant also reserves the right to dedicate all or part of the Storm Water Facilities to Clark County or any other government agency, and such dedication shall not require the signature of any owner or of the Association, but may be accomplished solely through the action of the Declarant, or any successor Declarant.

ARTICLE X

ADMINISTRATION AND ENFORCEMENT OF THE DECLARATION

- Section 1. Entry. The association may at all reasonable times enter upon any Lot for the purpose of performing its function under this Declaration. The Association Board of Directors may adopt and publish reasonable rules and regulations governing the use of the common area and facilities and interpreting this Declaration and to establish penalties for the violation thereof.
- Section 2. Binding Effect. By acceptance of a deed to a Lot, execution of a contract therefore, or any other means of acquisition of an ownership interest, whether or not it shall be so expressed in any such deed or other instrument, the Owner covenants and agrees thereby, on behalf of himself and his heirs, successors and assign, to observe and comply with all terms of the Articles of Incorporation and the Bylaws of West Park Homeowners Association, this Declaration now existing or as hereafter

amended, and all rules and regulations duly promulgated by the Association, as they now exist and are hereafter amended. And all rules and regulations duly promulgated by the Association, as they now exist and are hereafter amended.

- Section 3. Enforcement by Association. The Association shall have the right to enforce by proceeding at law or in equity all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration and any amendments thereto. Failure by the Association to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. The violators shall be responsible for all costs incurred in enforcing this Declaration including reasonable attorney fees, whether or not litigation is commenced, and if so, during any arbitration, trial or appeal, or in any proceeding in federal bankruptcy court or under state receivership or insolvency statutes. The Association may add any such costs due it to the current or next annual assessment of the offending Owners.
- Section 4. Individual Liability. The Association, its Board of Directors, the ACC, and any officers, agents, or employees shall not be liable to any person for acts and omissions done in good faith in the interpretation, administration and enforcement of this Declaration.
- Section 5. Remedies Cumulative. Remedies provided herein are in addition to, cumulative with, and are not in lieu of other remedies provided by law. There shall be, and there is hereby created and declared to be, a conclusive presumption that any violation or breach or attempted violation or breach of the Covenants herein cannot be adequately remedied by an action at law or exclusively by recovery of damages.
- Section 6. Enforcement by Owners. The Association or its Board of Directors shall have exclusive rights to enforce these Covenants. However, if the Association shall cease to exist, then these Covenants shall remain in effect, and may be enforced by any Owner, or majority of Owners.
- Section 7. Severability. Invalidation of any one of these covenants or restrictions by judgment or Court order shall in no way invalidate any other provisions of this Declaration, which shall remain in full force and effect.

- Section 8. Terms. The provision outlined in this Declaration shall apply to all units in West Park Phase-One and shall be binding on all Lot Owners, their heirs, their successors, or assigns for a period of thirty (30) years from the date this Declaration is recorded. Thereafter, they shall automatically be extended for successive periods of ten (10) years.
- Section 9. Restrictions on Amendments. The provisions contained in Article VII, Section 2 and Article VIII, Section 2, with respect to the Association's duty to fund and perform maintenance of storm water drainage, collection, treatment, retention, detention, conveyance systems, the Association on Property on which such are located, together with access thereto, shall not be amended except following notice to Clark County and following a public hearing before a Clark County Land Use Hearing Examiner or other applicable procedure as determined by the County.
- Section 10. Amendments. Except as otherwise specifically provided in Article X, Section 9, and for provisions specifically affecting the rights of the Declarant, this Declaration must be amended by an instrument signed by not less than seventy-five percent (75%) of the Lot owners within West Park Phase One. Any amendments must be recorded with the Clark County Auditor's Office to be effective.
- Section 11. Habitat Conservation Covenant. The Owners of Lots abutting the habitat area (Lot numbers ____) acknowledge that on _____, 2007, a Habitat Conservation Covenant was recorded on the West Park Phase One development, which protects certain habitat areas on these properties. Each owner hereby covenants and agrees that the areas protected by the Habitat Conservation Covenant ("Habitat Areas") shall remain in their natural state. Each owner covenants and agrees not to remove any native vegetation (dead or alive) from the Habitat Areas or cause any damage thereto. Owners further covenant and agree that they shall not allow their household pets to enter upon the Habitat Areas. Failure to comply with these restrictions constitutes a violation of the Habitat Conservation Ordinance and could result in an enforcement action by either the Association or the County.

IN WITNESS WHEREOF, the undersigned has executed this Declarations of Covenants, Conditions and Restrictions of West Park Phase- One this ____ day of _____, 2007.

VMW Development, LLC

By: _____

Name: _____

Title: _____

STATE OF Washington)

: ss.

County of Clark)

I certify that the above signed appeared personally before me and that I know or have satisfactory evidence that he signed this instrument and acknowledged it to be his free and voluntary act for the uses and purposes mentioned in the instrument.

DATED this _____ day of _____, 2006

Notary Public in and for the State of
Washington

My Commission Expires: _____