

After Recording Return To  
Marlene Voss  
Weyerhaeuser Real Estate Development Company  
PH 2  
P.O. Box 9777  
Federal Way, WA 98063-9777

Document Title(s) (or transactions contained therein): 1. <b>Declaration of Easements, Covenants and Restrictions Silver Lake Forest Reserve Association</b> 2. 3. 4.
Grantor(s) Name (last, first, and initials): 1. <b>Weyerhaeuser Real Estate Development Company</b>
Grantee(s) Name (last, first, and initials): 1. <b>Silver Lake Forest Reserve Association</b> 2. <b>Lot Owners</b>
Legal Description (Abbreviated i.e. lot/block and plat or section, township and range)  Legal Description is on Exhibit A of Document.
Reference Number(s) of Documents Assigned or Released: 1. 2. <input type="checkbox"/> Additional Reference Numbers on Page _____ of Document
Assessor's Tax Parcel / Account Number(s) WG3604001; EE062004; EF3104002; EF3103001

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**DECLARATION OF EASEMENTS, COVENANTS AND RESTRICTIONS**  
**SILVER LAKE FOREST RESERVE ASSOCIATION**

This Declaration of Easements, Covenants and Restrictions for Silver Lake Forest Reserve Association is made this 10th day of May, 2006, by Weyerhaeuser Real Estate Development Company, a Washington corporation (“Declarant”).

**WITNESSETH**

WHEREAS, Declarant is the owner of the real property legally described on Exhibit A of this Declaration;

WHEREAS, Declarant desires to establish easements and impose certain covenants upon the Property for the mutual benefit of all Owners, present and future;

NOW, THEREFORE, Declarant hereby declares that the Property, including the improvements constructed or to be constructed thereon, is hereby subjected to the provisions of this Declaration and shall be held, sold, transferred, conveyed, used, occupied, and mortgaged or otherwise encumbered subject to the covenants, conditions, restrictions, easements, assessments, and liens, hereinafter set forth, which are for the purpose of protecting the value and desirability of, and which shall run with the title to, the Property hereby or hereafter made subject hereto, and shall be binding on all Persons having any right, title, or interest in all or any portion of the Property now or hereafter made subject hereto, their respective heirs, legal representatives, successors, successors-in-title, and assigns and shall inure to the benefit of each and every Owner of all or any portion thereof.

Article 1

**DEFINITIONS**

The following words, when used in this Declaration (unless the context shall prohibit), shall have the following meanings:

1. “Access Road” shall mean the real and personal property, together with the facilities and improvements located thereon and thereunder, now or hereafter placed on, in and under the Property described in Exhibit B and delineated on Exhibit C.

2. “Association” shall mean Silver Lake Forest Reserve Association, a Washington nonprofit, miscellaneous and mutual corporation, its successors and assigns.

3. “Board of Directors” or “Board” of the Association shall be the appointed or elected body, as applicable, having its normal meaning under Washington law.

4. “Community Property” shall mean property easements provided for the mutual benefit of all Lot Owners including but not limited to roads, entrances, trails, community areas, etc.

5. “Declarant” shall mean and refer to Weyerhaeuser Real Estate Development Company, a Washington corporation and/or its successors-in-title and assigns.

6. “Declaration” shall mean this Declaration of Easements, Covenants and Restrictions for the Property, as it may from time to time be amended.

7. “Defensible Space” shall mean the area within the Lot where basic wildfire protection practices and measures are implemented, providing the key point of defense from an approaching wildfire or defense against encroaching wildfires or escaping structure fires. The area is characterized by the establishment and maintenance of emergency vehicle access, emergency water reserves, and fuel modification measures.

8. “Development Period” shall mean the period of time described in Paragraph 11.1 below.

9. “Hammerhead” shall mean a roadway or driveway that provides a “T” shaped, three point turn-around space for emergency equipment and/or vehicles, being no narrower than the road or driveway that it serves.

10. “Lot” shall mean any plot of land within the Property which has been legally created, whether or not improvements are constructed thereon. The ownership of each Lot shall include, and there shall pass with each Lot as an appurtenance thereto, whether or not separately described, all of the right, title, and interest of an Owner, which shall include, without limitation, membership in the Association. If a Lot is legally subdivided then each newly created lot will be considered a “Lot” per this definition.

11. “Silver Lake Forest Reserve Communities” shall mean the Silver Lake Forest Reserve Communities located in Cowlitz County, Washington.

12. “Mortgage” shall mean an interest in any Lot created by a written instrument providing security for the performance by an Owner for the performance of a duty or the payment of a debt.

13. “Mortgagee” shall mean the holder of a Mortgage.

14. “Occupant” shall mean any Person occupying all or any portion of a residence or other property located within the Property for any period of time, regardless of whether such Person is a tenant or the Owner of such property.

15. “Owner” shall mean and refer to the record owner, whether one or more Persons, of the fee simple title to any Lot located within the Property, excluding, however, any Person holding such interest merely as security for the performance or satisfaction of any obligation.

16. “Person” means any natural person, as well as a corporation, joint venture, partnership (general or limited), association, trust, or other legal entity.

17. “Property” shall mean and refer to that certain real property and interests therein described in Exhibit A, attached hereto, or otherwise referred to as the Silver Lake Forest Reserve Association.

18. “Regulated Vehicle” shall include, but not limited to, a boat, trailer, truck (other than pickup truck or sports utility vehicle), camper, recreational vehicle, motorcycle, ATV, inoperable vehicle, unlicensed vehicle, and any other such similar machinery or equipment.

19. “Total Association Vote” means all of the votes attributable to members of the Association (including votes of Declarant), and the consent of Declarant as long as Declarant owns any property for development and/or sale in the Property.

20. “Turnaround” shall mean a roadway or driveway, unobstructed by parking, which allows for a safe opposite change of direction for emergency equipment. The design of a turnaround may be a hammerhead or terminus bulb.

## Article 2

### **THE PROPERTY**

2.1 The Property. The real property to be subjected to this Declaration is legally described on Exhibit A (the “Property”). The Property consists of forty nine (49) original separate parcels, referred to herein as “Lots”. The number of parcels may increase due to legal subdivision of a lot or lots.

2.2 Addition of Other Property. Declarant may at any time during the Development Period add all or a portion of any real property now or hereafter owned by Declarant that is adjacent to the Property, and upon recording of an amendment of addition of real property containing at least the provisions set forth in Section 2.3 below, the provisions of this Declaration shall apply to the added real property in the same manner as if it were originally covered by this Declaration. Thereafter, to the extent that this Declaration is made

applicable thereto, the rights, powers, and responsibilities of Declarant and the Owners of Lots within the added real property shall be the same as in the case of the Property described in Section 2.1.

2.3 Amendment of Addition to Property. The amendment of addition of real property referred to in Section 2.2 above shall contain at least the following provisions:

- A. A reference to this Declaration stating the date of recording and the recording number under which it is recorded;
- B. A statement that the provisions of this Declaration shall apply to such added real property; and
- C. A legal description of such added real property.

### Article 3 **PURPOSE**

3.1 Purpose. The purposes and considerations for subjecting the Property to these easements, covenants and restrictions are:

- A. To provide access to the Lots for the purposes of ingress, egress, drainage and utilities so as to promote the improvement and development of the Property;
- B. To establish an Association for the purpose of enforcing rules and use restrictions for the Property;
- C. To promote the orderly use and enjoyment of the Property; and
- D. To coordinate the efforts of participating Owners to achieve forestry certification for their Lots.

### Article 4 **EASEMENTS**

4.1 Access Road Easement. Declarant hereby declares, creates, establishes, grants and conveys to the Association and the Lot Owners, except Lot 49, a non-exclusive road easement (“Access Road Easement”) for ingress, egress, utilities, drainage, and any other items considered beneficial to the community, including but not limited to, community

recreation opportunities, on, over, under, across and along the roadways as legally described on Exhibit B and delineated on Exhibit C, or as relocated by Declarant, and/or the Association and such additional road easements as may be granted by Declarant, the Owner or Owners of a Lot or Lots or the Association (the "Access Road"). The Access Road Easement shall be one hundred (100) feet in width, as shown on survey recorded under Auditor's File No. 3296968, in Volume 27, page 92-96, records of Cowlitz County, Washington, and shall be appurtenant and beneficial to each of the Lots. There is reserved to Declarant and to the Association a right to relocate the Access Road pursuant to Paragraph 11.2 herein.

4.2 Use of Access Road Easement. The Access Road Easement shall be used for the purpose of constructing, installing, maintaining, repairing, replacing and improving the Access Road; the drainage system; utilities and related equipment and services, including, but not limited to, telephone, electric, cable television, gas, water and sewer lines; and a multi-use trail.

4.3 Dedication of Roads.

- A. Declarant may at any time during the Development Period dedicate the Access Road or any portion thereof, to Cowlitz County or any governing municipality for public use, or to accomplish the conversion of the Access Road, or any portion thereof, to a public road. Provided, however, that none of the cost of improving the Access Road as a condition of Declarant's dedicating or converting it shall be borne by the Association or its members.
- B. If none of the cost of improving the Access Road as a condition of dedicating or converting it is to be borne by the Association, the Association Board may take that action without a member vote.
- C. If any of the cost of improving the Access Road as a condition of dedicating or converting the Access Road is to be borne by the Association or its members, the Board shall not take action without first giving the Owners at least twenty (20) days' written notice of the proposed action. During the 20-day period any Owner may request in writing that the matter be decided by a majority vote of the Owners. If a written request is made to the Board by an Owner within the twenty (20) day period, a vote shall be taken by the Owners and that vote shall be binding on the Board. If no such request is made, the Board may proceed without a vote of the Owners.



- D. If upon dedication or widening and improving the Access Road, or any portion thereof, involves taking the entire road easement, then any other community uses as stated in Paragraph 4.1 above, are considered to be secondary and may be terminated.

4.4 Easements for Utilities. During the Development Period as set forth in Paragraph 11.1 there is hereby reserved to Declarant blanket easements upon, across, above and under the Property for access, ingress, egress, installation, repairing, replacing, and maintaining all utilities serving the Property or any portion thereof, including, but not limited to, gas, water, sanitary sewer, telephone and electricity, as well as storm drainage, drain fields, irrigation and any other service which Declarant might decide to have installed to serve the Property. It shall be expressly permissible for Declarant or Declarant's designee, as the case may be, to install, repair, and maintaining of such wires, conduits, cables and other equipment related to the providing of such utility or service. Should any party furnishing any such utility or service request a specific license or easement by separate recordable document, Declarant shall have the right to grant such easement.

4.5 Entry Features Easement. Declarant hereby declares, creates, establishes, grants and conveys to the Association and the Lot Owners, except Lot 49, a non-exclusive easement ("Entry Features Easement") for the use of the Community Property, for community entry features including, but not limited to, gates, fences, signage, mailboxes and trash collection as described and delineated on Exhibit D, in common with the other Owners and the Association. The easement shall be appurtenant to each of the lots and beneficial to each of the Lot Owners.

4.6 Community Area Easements. Declarant hereby declares, creates, establishes, grants and conveys to the Association and the Lot Owners, except Lot 49, a non-exclusive easements ("Community Area Easement") for the use of the community property, for general community features including, but not limited to, trails, parking, sitting and picnicking area as described and delineated on Exhibit E, in common with, the owner or owners of a Lot or the Association. Trails shall be approximately 10 feet in width and be contained within the easements as described in Exhibit E and more specifically located on the ground. The easements shall be appurtenant to each of the Lots and beneficial to each of the Lot Owners. In the event of a conflict between the terms and conditions of the Access Road Easement and the Community Area Easement, the terms and conditions of the Access Road Easement shall take precedence.

## Article 5 MAINTENANCE

5.1 Maintenance of Access Road and Community Property. Maintenance of the Access Road shall comply with the Cowlitz County Private Road Standards as set forth in

Chapter 11.36 of the Cowlitz County Code. Maintenance of the Access Road and Community Property shall include, but not be limited to the following:

- A. Maintaining or replacing the surface of the Access Road in a level, smooth, and evenly covered condition;
- B. Maintaining the Access Road corridor including, but not limited to, roadside spraying, pruning, tree removal, shrub removal, and reshaping roadside drainage ditches;
- C. Removing all paper, debris, and refuse to the extent necessary to keep the Access Road and Community Property in a clean, orderly and open condition;
- D. Replacing and keeping in repair any improvements constructed within the Access Road and Community Property Easements for the benefit of the Association which are approved by the Board of Directors or required by any governing municipality;
- E. Payment of all costs for materials, supplies, and equipment necessary to maintain, service, repair, and operate the Access Road and Community Property including, but not limited to, engineering fees, surveyors' fees, contractors' fees, and any other fees;
- F. Maintaining, repairing, and replacing the utility and drainage system existing in the Access Road, including without limitation all roadside ditches and related culverts;
- G. Payment of premiums for a policy or policies of insurance for the Association against liability coincidental to the use and maintenance of the Access Road, access points and Community Property. Payment of premiums for a policy or policies of insurance for Directors and Officers coverage thereto for the Association; and
- H. Payment of the costs of administration and attorneys' fees incurred in connection with the Access Road and Community Property.

5.2 Maintenance Fund. A fund shall be established, held, administered and used by the Association for the maintenance of the Access Road and Community Property, related drainage, utility facilities and administrative needs. Such fund shall be known as the Silver Lake Forest Reserve Association Maintenance Fund (the "Maintenance Fund"). The Maintenance Fund shall be administered by the Association, shall be used only for the purposes stated herein, and shall not be subject to partition by any individual Lot Owner.

## Article 6

### **FORESTRY CERTIFICATION**

6.1 Overview. Proper forest management of Lots within the Silver Lake Forest Reserve Association is anticipated to have significant benefits to all Owners. Such benefits include (i) compliance with relevant laws and regulations affecting forested areas, (ii) development of effective forest management plans, (iii) protection of water and soil quality, (iv) conservation of wildlife and biodiversity and (v) mitigation of visual impacts. Accordingly, the Association is authorized to serve as the coordinator of Owners desiring to obtain forestry certification for their respective Lots. Without limitation, the Association is authorized to participate in the programs of the American Tree Farm System (“ATFS”) or similar forestry certification programs.

6.2 Group Certification. Individual Owners shall be responsible for implementing the requirements of any forestry certification program. However, in recognition of the efficiencies which can be obtained through group certification, the Association is authorized to serve as a “group organization” for certification purposes. In that capacity, the Association shall have the power (i) to establish procedures for determining eligibility of Owners to participate in the group, (ii) to hire a group manager on behalf of participating Owners and (iii) to assess fees for participation in the group certification process.

6.3 Costs Associated with Certification. In recognition of the general benefits to the Silver Lake Forest Reserve Association of having Owners participate in a forestry certification program, the Association is authorized to fund limited office, administrative and overhead expenses relating to the group certification process from its general budget. Fees and expenses for the engagement of a group manager, outside consultants or contractors and any other costs specifically benefiting individual Lot Owners participating in the certification program shall be specifically assessed to the participating Owners.

## Article 7 ASSESSMENTS

7.1 Agreement to Pay Assessments. Each Owner, except Lot 49, by acceptance of a deed (either by original sale; resale or subdivision) therefore, whether or not it shall be so expressed in such deed, covenants and agrees to pay to the Association the assessments described herein. Subject to the provision of Paragraph 7.5 assessments shall be on a pro rata or equal basis.

7.2 Assessments. An initial payment of Two Hundred Dollars (\$200.00), payable to Silver Lake Forest Reserve Maintenance Fund shall be paid at conveyance to the first purchaser of each Lot, except Lot 49, in the Property (including, without limitation, each Lot created by any further subdivision or platting of a Lot) to the Maintenance Fund. Thereafter, and pursuant to Paragraph 9.15, Annual Meeting, the Board of Directors shall determine the cost of maintenance for a calendar year and shall notify each Lot Owner of the assessment prior to January 1 of the calendar year in which the assessment will be effective. On or before the fifteenth (15th) day of February of each calendar year, each Lot Owner shall pay its assessment (the "Annual Assessment").

7.3 Special Assessments. The Board of the Association may levy special assessments from time to time if approved at a meeting by two-thirds of the Total Association Vote. Special assessments shall be paid as determined by the Board.

7.4 Date of Commencement of Assessments. The assessments provided for herein shall commence as to a Lot, except Lot 49, subject to this Declaration on the first day of the month following the conveyance of such Lot to a Person. Assessments shall be due and payable in a manner and on a schedule as the Board may provide. Lots which have not been so conveyed shall not be subject to assessments. The first annual assessment shall be adjusted according to the number of months then remaining in that fiscal year.

7.5 Effect of Nonpayment of Assessments; Remedies of the Association and Lien Rights. The Annual Assessment or Special Assessment, together with interest and costs, including without limitation reasonable attorneys' fees, shall be a lien in favor of the Association against the Lot to which such assessment is made. Any Annual Assessment or Special Assessment thereof delinquent for a period of more than fifteen (15) days shall incur a late charge in an amount as the Board may determine, from time to time. The Association shall cause a notice of delinquency to be given to any member who has not paid within fifteen (15) days following the due date. If any Annual Assessment or Special Assessment is not paid within thirty (30) days after its due date, such assessment shall bear interest at the maximum rate permitted by law from the due date until paid. The Association or its agents, shall have the right and power to bring all actions against any Lot Owner for collection of such Annual Assessment or Special Assessment as a debt, and shall have the right to enforce the lien rights of the Association, including foreclosure, by an action brought in the name of

the Association in like manner as the foreclosure of a lien on real property. The liens provided for in this subsection shall be in favor of the Association and shall be for the benefit of the Association. The Association shall have the power to bid in its interest at a foreclosure sale and to acquire and hold, lease, mortgage and convey the same. In the event of legal action to enforce or collect any assessment, the prevailing party shall be entitled to recover court costs, reasonable attorneys' fees, and any other expenses of litigation.

7.6 Extraordinary Use and Cost. Due to the extraordinary use on the Access Road due to heavy truck traffic during logging, land clearing, and home/building construction activities, all Owners are required to notify the Board, in writing, of what activity they wish to commence and to make a monetary deposit security with the Board prior to commencing such activity. The Board will determine the amount of said security based on the details of said activity. If, during the performance of said activity, the Board determines that the related usage is causing damage to the Access Road in excess of the initial estimate, the Board may require the Owner conducting the activity to deposit additional security pending the completion of the activity. Upon completion of said activity the Owner of the Lot or Lots subjecting the Access Road to such use shall have the obligation to prove that said use has not caused damage to said Access Road and that the condition is consistent with the condition prior to the commencement of the activity. The Board shall have the right but not obligation to return all or a portion of said security deposit. If such proof can not be given the security deposit will be put into the Maintenance Account to be used to repair the Access Road. If the costs of said repairs exceed said security deposit as determined by the Board, said Owner shall be obligated to pay the additional repair costs. If unpaid, the obligation shall become a lien on such Owner's Lot, which may be foreclosed by the Association as provided in Paragraph 7.5.

## Article 8

### **USE RESTRICTIONS AND RULES**

8.1 General. This Article, beginning at Paragraph 8.2, sets out certain use restrictions which must be complied with by all Owners and Occupants. The Board of Directors has a right to enforce the use restrictions and rules and through resolution determine an appropriate fee schedule. These use restrictions may only be amended in the manner provided in Paragraph 11.2, hereof regarding amendment of this Declaration.

8.2 Use. The Access Road shall be used in a manner consistent with Paragraph 4.2 and applicable County codes.

8.3 Residential Use. All Lots shall be used for residential purposes exclusively. No business or business activity shall be carried on, in or upon any Lot, at any time except with the written approval of the Board. However, the Board may permit a Lot to be used for business purposes so long as such business, in the sole discretion of the Board, does not otherwise violate the provisions of the Declaration or Bylaws, does not create a disturbance

and does not unduly increase traffic flow or parking congestion. The Board may issue rules regarding permitted business activities.

8.4 Signs. All signs erected on any Lot shall be in accordance with specifications as set forth in Exhibit F. The provisions of this Paragraph 8.3 shall not apply to the posting of any notification exclusive to the sole purpose of foreclosing a lien, or a county/state public notice.

8.5 Occupants Bound. All provisions of the Declaration which govern the conduct of Owners and which provide for sanctions against Owners shall also apply to all Occupants even though Occupants are not specifically mentioned. Fines may be levied by the Association against Owners or Occupants. If a fine is first levied against an Occupant and is not paid timely, the fine may then be levied against the Owner.

8.6 Animals and Pets. Subject to Paragraph 8.7 below, animals, pets, livestock, or poultry of any kind may be raised, bred, or kept on any Lot, to the same extent allowed under applicable County regulations.

8.7 Nuisance. It shall be the responsibility of each Owner and Occupant to prevent the development of any unclean, unhealthy, unsightly, or unkempt condition on his or her Lot which includes, but is not limited to:

- A. No Lot shall be used, in whole or in part, for the storage of any property or thing that will cause such Lot to appear to be in an unclean or untidy condition or that will be obnoxious to the eye;
- B. No substance, thing, or material shall be kept on a Lot that will emit foul or obnoxious odors or that would cause any noise or other condition that will or might disturb the peace, quiet, safety, comfort, or serenity of the Owners or Occupants of surrounding Lots.
- C. No party shall allow noise levels to interfere with the peace and quiet enjoyment of the Owners, including, but not limited to, motor bikes, stereo equipment, live music, barking dogs and other animal noise.
- D. Timber harvesting, land clearing and construction noise of a temporary nature are exempt and shall take place during daylight hours only.
- E. No noxious or offensive activity shall be carried on, nor shall anything be done tending to cause embarrassment, discomfort, annoyance, or nuisance to any Person using any Lot.
- F. There shall not be maintained any plants or animals or device or thing of any sort whose activities or existence in any way is noxious, dangerous, unsightly, unpleasant, or of a nature as may diminish or destroy the enjoyment of the surrounding Owners.
- G. Without limiting the generality of the foregoing, no speaker, horn, whistle, siren, bell, amplifier or other sound device, except such devices as may be

used exclusively for security purposes, shall be located, installed or maintained upon any Lot unless required by law.

If any Lot Owner fails to main his/her property to the extent that is determined to be a nuisance by a majority vote of the Association members, the Association shall give notice to the Owner setting forth the complaint in detail. If the building or grounds are not then placed in the state of maintenance satisfactory to the Association within a period of thirty (30) days, the Association may go upon the Lot through its agents or through independent contractors to perform such services and utilize such materials as are necessary to bring the structure and/or grounds into conformance with the general maintenance scheme of the community, and the Owner of the Lot shall be liable for any expense so incurred by the Association.

8.8 Unsightly or Unkempt Conditions. The pursuit of hobbies or other activities, including specifically, without limiting the generality of the foregoing, the assembly and disassembly of motor vehicles and other mechanical devices, storage of any material or other activity which might tend to cause disorderly, unsightly, or unkempt conditions, shall not be pursued or undertaken in any part of the Property except within a permanent structure erected on a Lot in compliance with applicable standards and codes.

8.9 Antennas and Satellite Dishes. Exterior antennas or satellite dish eighteen (18) inches or smaller in diameter may be placed, allowed, or maintained upon any Lot without the prior written consent of the Board. Exterior antennas or satellite dishes larger than eighteen (18) inches may be placed on a Lot with written consent of the Board provided however, if the antenna or satellite dish is fully screened from view from the Access Road, and adjacent Lots by landscaping, no consent of the Board shall be required.

8.10 Drainage. Catch basins, culverts and drainage areas are for the purpose of natural flow of water only. No obstructions or debris shall, be placed in these areas. No Owner or Occupant may obstruct or rechannel the drainage flows after location and installation of drainage swales, storm sewers, or storm drains. No Owner or Occupant shall use the catch basins, culverts or drainage areas for any purpose inconsistent with any agreement made by the Declarant with any federal, state, or local laws and regulations protecting the environment. Declarant hereby reserves for the benefit of Declarant and the Association and their respective successors and assigns a perpetual easement across all Property for the purpose of altering drainage and water flow. Rights exercised pursuant to such reserved easement shall be exercised with a minimum of interference to the quiet enjoyment of the affected property, reasonable steps shall be taken to protect such property, and damage shall be repaired by the Person causing the damage at its sole expense.

8.11 Sight Distance at Intersections. All property located at road intersections and driveways shall be landscaped so as to permit safe sight lines along the Access Road. No fence, wall, hedge, or shrub planting shall be placed or permitted to remain where it would create a traffic or sight problem.

8.12 Garbage Cans, Wood Piles, etc. All garbage cans, woodpiles, swimming pool pumps, filters and related equipment, air conditioning compressors and other similar items shall be located or screened so as to be concealed from view of neighboring streets and property. All rubbish, trash, and garbage shall be regularly removed and shall not be allowed to accumulate. Declarant, however, hereby expressly reserves the right to dump and bury rocks and trees on its property within the Property as needed for efficient construction and to allow developers and builders to bury rocks and trees removed from a building site on such building site.

8.13 Refuse Collection. All refuse collection shall be located on the property as specified by the Refuse Collection Company in accordance with their regulations. All refuse containers may be placed out after 6:00 p.m. the day prior to designated collection day and removed by 6:00 p.m. the day of collection. All refuse must be contained in an appropriate manner as not to become a nuisance to adjoining roads, neighbors and community areas. No refuse containers may be permanently placed in road corridors or driveway connections to road corridors.

8.14 Subdivision of Lot. Any subdivision, boundary line change, or platting of a Lot shall comply with applicable subdivision laws and ordinances and County regulations. Such subdivided lot will then become a legal "Lot" and shall have all rights, responsibilities and obligations as set forth in these covenants, conditions and restrictions.

8.15 Firearms. No hunting shall be allowed within the Property. Any other use of firearms must comply with local County regulations and any law regarding the use of firearms.

8.16 Fences. No fence or fencing type barrier of any kind shall be placed, erected, allowed, or maintained upon any portion of the Access Road (approximately 50 feet from centerline) with the exception of the terms and provisions as outlined in Paragraph 4.5, Entry Features Easement. No chain link or similar metal fencing of any type shall be allowed on any Lot line that is adjacent to the Access Road. All fences are to be constructed to the specifications as set forth in Exhibit G.

8.17 Utility Lines. Except as may be permitted by the Board, no overhead utility lines, including lines for cable television, shall be permitted within the Property, except for temporary lines as required during construction and lines installed by or at the request of Declarant.



8.18 Lighting. Except as may be permitted by the Board, exterior lighting visible from the street shall not be permitted except for (a) decorative post lights less than eight feet in height and outside the Access Road Easement; (b) street lights in conformity with an established street lighting program; (c) seasonal decorative lights; or (d) front house illumination.

8.19 Timber Management. All harvesting of timber shall only be conducted in compliance with approved harvesting permits issued by Cowlitz County or Washington State Department of Natural Resources.

- A. The Board shall be notified of the following events with regard to harvest activity: Forest Permit Application (FPA) submittal and approval and the dates of activity. A copy of the approved FPA shall be supplied to the Board.
- B. All limbs and slash, within one hundred (100) feet of adjoining Lot lines, shall be removed and fire danger abated within ninety (90) days of harvesting.
- C. Any or all damage done to the Access Road, Trails and or Community Areas as a result of timber harvesting, shall be the sole obligation of the Lot Owner doing said harvesting and shall be repaired to a condition no less than that prior to the harvesting operation. Said repair shall be completed no less than fifteen (15) days after the end of harvesting activities. The Board shall have the right to establish fines and remedies for violations of logging activity within the Access Road Easement, Community Areas and Trails.
- D. All Owners shall be responsible for periodic inspection of their forestland to prevent and control insect infestation, root rot, or other forest diseases. Any parcel that shall become infested shall be treated immediately at the expense of the Lot Owner.
- E. All logging landings shall be set back a minimum of one hundred (100) feet from the Access Road right-of-way edge. Any damage to Access Road, ditches or shoulders of the Access Road, or to the flow of draining water along the Access Road caused by landings placed in violation of such setback requirement shall be repaired at the expense of the Lot Owner responsible for the placement of such landings. If the Lot Owner fails to repair the damage within fourteen (14) days of notice by the Association of the need for repair, the Association may cause the repairs to be made and charge such Lot Owner for the costs of repair. If unpaid, the cost shall become a lien on such Owner's Lot, which may be foreclosed by the Association as provided in Paragraph 7.5.

8.20 Timber Easement. No trees shall be removed or cut by Lot Owners or Occupants within the one hundred (100) foot Access Road Easement as legally described in Exhibit B, as shown on survey recorded under Auditor's File No. 3296968 in Volume 27, page 92 – 96, records of Cowlitz County, Washington, with the exception of two (2) driveways to a home site. The driveways may not be any wider than fifteen (15) feet wide.

8.21 Setbacks. No Structure shall be located closer than one hundred (100) feet from the edge of the Access Road Easement, unless individual Lot Owners can show undue hardship to the satisfaction of the Board of Directors. No Structure shall be located on any Lot closer than fifty (50) feet from any adjacent Lot line unless undue hardship is shown to the satisfaction of the adjacent Lot Owner.

8.22 Setback Variance for Lots 6, 7, 8, 10, 16, 20, 21, 22, 24, 32, 33, 38, 45, 46, 47 and 48. Due to topographical constraints Lots 6, 7, 8, 10, 16, 20, 21, 22, 24, 32, 33, 38, 45, 46, 47 and 48 shall have a variance to the one hundred foot (100') setback from the edge of the Primary Road Easement. The variance shall allow for no Structure shall be located closer than fifty feet (50') from the edge of the Access Road Easement, unless individual Lot Owners can show undue hardship to the satisfaction of the Board of Directors. No Structure shall be located on any Lot closer than twenty-five feet (25') from any adjacent property line not fronting a roadway.

8.23 Temporary Use Recreational - Trailers and Recreational Vehicles. Recreational vehicles, such as motor homes, campers and trailers, when used for overnight accommodations, are permitted on a temporary basis only. The temporary on-site use of such vehicle or trailer shall not exceed the lesser of one hundred twenty (120) days within any one (1) year period or the time period specified by applicable code.

8.24 Fire-wise Related Restrictions

A. Firebreak. The Owner or Occupant shall at all times maintain around the residence and any other structure or structures a firebreak made by removing and clearing away for the distance specified below on all sides of the structure or structures all flammable vegetation or other combustible growth. This paragraph does not apply to single specimens of trees, ornamental shrubbery, or similar plants which are used as ground cover if they do not form a means of rapidly transmitting fire from the native growth to any building or structure. The Owner or Occupant shall maintain any tree within the firebreak free of any dead or dying wood.

1. On slopes of less than 25 percent, the firebreak shall be 100 feet.

2. On slopes of 25 percent or greater, the firebreak shall be 150 feet.

B. Roofs and rooftop features. The following provisions apply to the construction and maintenance of all roofs and rooftop features, including, but not limited to, chimneys and stovepipes:

1. Roofs shall be constructed of fire-retardant material.
2. The Owner or Occupant shall keep the roof free of leaves, needles or other dead vegetative growth.
3. The Owner or Occupant shall remove that portion of any tree within 10 feet of the outlet of any chimney or stovepipe.
4. The Owner or Occupant shall provide and maintain at all times a screen over the outlet of every chimney or stovepipe that is attached to any fireplace, stove, or other device that burns any solid or liquid fuel. The screen shall be constructed of nonflammable material with openings of not more than one-half inch in size.
5. All eave vents shall be covered with 1/8" gauge mesh.

8.25 Driveways. The Owner or Occupant must provide and maintain a driveway from the Access Road to the residence with a minimum 12-foot-wide travel lane and a minimum 15-foot unobstructed vertical clearance along its entire length. The travel surface must be capable of supporting a 40,000 pound load. The driveway must include a Turnaround, or Hammerhead or be constructed to allow for ingress and egress from two separate locations that allows a continuous flow.

8.26 Construction - Residential Housing Improvements. All housing must be built on-site and must comply with applicable International Building Code or International Resident Code. Manufactured homes, mobile homes, modular homes, trailers or other such residential structures constructed or assembled off-site are prohibited on any Lot, except as provided for in Paragraph 8.23 above. Such structures may be used as a temporary residence during the construction of a single family residence provided that an appropriate building permit has been secured and is posted on the Lot in a conspicuous manner proximate to the point of entry onto the building site.

A. Permanent Housing

1. Any dwelling or structure erected or placed on any Lot shall be completed as to external appearance, including finish painting and landscaping, within twelve (12) months from date of issuance of applicable building permit by the appropriate authority. An extension to the twelve (12) month period may be requested provided the request

is made in writing and presented to the Declarant or the Board. The Declarant or the Board shall review all requests and grant extensions pursuant to a written plan submitted by the lot owner and consider reasonable construction scheduling and weather conditions. In no event shall the one time extension be granted for more than an additional twelve (12) months beyond the initial twelve (12) month construction period.

2. All exterior finishing must be completed within twelve (12) months of issuance of a building permit. All Lots shall be maintained in a neat and orderly condition during construction. All building materials shall be kept neatly stacked on the Lot, not less than fifteen (15) feet from any adjacent Lot. A Lot shall, throughout the entire construction of an Improvement, be kept clean, neat and free of tall grass and other unsightly growth.
3. All building materials and garbage from construction shall be removed within three (3) months from the date of the Certificate of Occupancy. If an Owner refuses or fails to remove all building materials and garbage within thirty (30) days after a request by the Association for removal, the Association may remove the building material and garbage at the Owner's expense. Any costs or expenses advanced by the Association for removal of the building material and garbage shall be paid to the Association within thirty (30) days of notice. If payment is not made, such amounts so incurred shall become a lien on the property owner's Lot and enforceable as a lien in accordance with Paragraph 7.5.

B. Temporary Housing

1. A singlewide or doublewide mobile home or manufactured home may be used as a temporary residence during the construction of a home, provided it meets the following conditions:
  - a. Five-years-old or newer model preceding the date of building permit
  - b. Living area shall not be less than 250 square feet
  - c. Any required permits be obtained
2. The trailer or manufactured home shall be removed within thirty (30) days of issuance of a Certificate of Occupancy for a permanent structure as defined in Paragraph 8.26. The trailer or manufactured home shall be moved from its current location to an area designated as a permanent parking area as shown on the above referenced building

permit's site plan. The trailer or manufactured home must be screened or housed in such a manner as not to be seen from the roadway. After this period, the Association shall have the right to enter upon the Lot to remove the manufactured home or trailer, dispose of it by any means it determines and charge the Lot Owner for any and all costs incurred in its exercise of the aforementioned activities.

8.27 Regulated Vehicles Storage. All regulated vehicles must be screened or housed in such a manner as to not be seen from the roadway.

8.28 Road Connections.

- A. All roads and driveway connections to the Access Road shall be made in such a way that they do not unreasonably interfere with the use of the Access Road by other Lot Owners; does not interfere with the utilities installed along or under the Access Road; and does not cross any other Lots.
- B. All roads and driveways shall be so constructed as to prevent the flow of surface water onto the Access Road. Crossings over drainage ditches must be constructed with culverts of adequate size to assure the free and unobstructed passage of the waters therein. Such culverts shall be at least eighteen (18) inches in diameter and shall be installed at a depth sufficient to permit an unobstructed water flow in the ditch. The Association or Lot Owner(s) or other Person in control or possession of such road or driveway shall keep the culvert under it unobstructed and in good operating condition.
- C. Any damage to the Access Road, the utilities, the ditches or shoulders of the Access Road, or to the flow of draining water along the Access Road caused by a road or a driveway connection shall be repaired: (i) in the case of a road or vehicle turnaround managed by the Association, at the expense of the Association or (ii) in other cases, at the expense of the Lot Owners. If such Association or responsible Lot Owner(s) fail to repair the damage within fourteen (14) days of notice by the Association of the need for repair, the Association may cause the repairs to be made and charge Lot Owner(s), as applicable, for the costs of repair.

8.29 Parking & Vehicles

- A. Parking. Vehicles shall not be parked on the Access Road, except in designated parking areas within the Access Road easement as indicated with community signage. Any vehicle parked on the Access Road shall be considered a nuisance and may be removed by the Association. All parking shall be subject to such rules and regulations as the Board may adopt.
- B. Vehicles. No Owner of any Lot shall permit any vehicle(s), which is in a state of disrepair, to be abandoned or to remain parked upon any Lot for a period in excess of seventy-two (72) hours. A vehicle shall be deemed to be in a state of disrepair by a majority vote of the Association when its presence and/or appearance offends the reasonable sensibilities of the occupants of the community and/or has had engines, doors, trunk lids, hoods, fender, tires, wheels, window, grills or any of the parts removed and in plain view. No repair or dismantling of any vehicle or equipment shall be permitted on any lot except within a garage. If an Owner refuses or fails to remove a vehicle in violation of this provision within twenty-four (24) hours after a request by the Association for removal, the Association may remove the vehicle at the Owner's expense. Any costs or expenses advanced by the Association for removal of the vehicle shall be paid to the Association within thirty (30) days of notice.
- C. Off Road Vehicles. All off road vehicles, including, but not limited to, ATVs, Quads and motorcycles shall have spark arrestors and obey the posted 20 mile speed limit throughout the communities. These vehicles do not have the right to access or use any easement areas to include, but not limited to, private easement roads, foot paths, multiuse trails and community areas.

8.30 Remedial Action. Each Owner of a Lot shall maintain the Lot in accordance with the restrictions of this Article 8. If an Owner violates the restrictions and, after written notice from the Association, fails to remedy the violation, the Association may enter upon the Lot and remedy the situation. All costs associated therewith shall be paid by Owner. If unpaid, the obligation shall become a lien on such Owner's Lot which may be foreclosed by the Association in like manner as other liens against real property.

Article 9  
ASSOCIATION

- 9.1 Association. The Association is hereby established and empowered to:
- A. Adopt and amend budgets for revenues, expenditure, reserves, and impose and collect assessments for the administration of the Association;
  - B. Hire and discharge or contract with managing agents and other employees, agents, and independent contractors;
  - C. Obtain or cause to be obtained insurance for all insurable improvements, which the Association is obligated to obtain;
  - D. Make other contracts and agreements, including, but not limited to, this Declaration;
  - E. Enforce these CC&Rs and institute litigation or administrative proceedings in its own name on behalf of itself or two or more Owners on matters affecting the Association;
  - F. Impose and collect any payments, fees, or charges for the use and operations of the Access Road and for the administration of the Association;
  - G. Impose and collect charges for late payments of dues of assessments and levy reasonable fines;
  - H. Impose and collect road use deposits for activities to include, but not limited to, clearing and grading; home construction; and logging activities.
  - I. Impose and collect fines for violations to include, but not limited to, Access Road Easements, Community Areas and Trails.

9.2 Governance. The Association shall be governed by a Board of Directors in accordance with the Articles of Incorporation, the Bylaws and this Declaration. During the initial Development Period, the Board shall consist of three (3) members, who shall be selected by and serve at the sole discretion of the Declarant. During the Development Period and as properties are sold, the Declarant may appoint two (2) additional Directors which shall be members of the Association. At the conclusion of the Development Period, three (3) Directors shall be elected by the Owners, for a total of five (5) members.

9.3 Amendment to Declaration of Easements, Covenants and Restrictions. This Declaration may be amended by an instrument approved in writing or at a duly called meeting of the Association by not less than a majority of the members of the Association. Any amendment must be recorded. In no event shall any amendment require more onerous restrictions, unless the same shall be approved by 67% of the members of the Association.

9.4 Membership. Every Person or corporation who is the record Owner of a fee or undivided fee interest in any original Lot or legally subdivided Lot shall be deemed to have a membership in the Association. The foregoing is not intended to include Persons who hold an interest merely as security for the performance of an obligation, and the giving of a security interest shall not terminate the Owner's membership. Membership shall be appurtenant to and may not be separated from ownership of any Lot.

9.5 Standard of Care. The Board shall exercise the degree of care and loyalty required of a director of a corporation organized under RCW 24.03, the Washington Nonprofit Corporation Act.

9.6 Restrictions. The Board shall not act on behalf of the Association to take any action that requires the vote or approval of the Owners, to terminate the Association, to elect members of the Board, or to determine the qualification, powers, and duties, or terms of office of members of the Board, but the Board may fill vacancies in its membership of the unexpired portion of any term.

9.7 Removal. A majority of the Total Association Vote, in person or by proxy, and at a meeting at which a quorum is present, may remove any member of the Board with or without cause.

9.8 Special Meeting. A Special meeting of the Association may be called by the President, a majority of the Board, or by Owners having ten percent (10%) of the Total Association Vote.

9.9 Notice. Not less than fourteen nor more than sixty (60) days in advance of any meeting, the Board shall cause notice to be hand-delivered or sent prepaid by first class United States mail to the mailing address designated in writing by the Owner. The notice of any meeting shall state the time and place of the meeting and the business to be placed on the agenda by the Board for a vote by the Owners.

9.10 Board of Directors Meeting. All meetings of the Board shall be open for observation by all Owners. The Board shall keep minutes of all actions taken by the Board, which shall be available to all Owners.

9.11 Quorum for Meeting. A quorum is present throughout any meeting of the Association if thirty four percent (34%) of the Total Association Vote are present in person or by proxy at the beginning of the meeting.

9.12 Financial and Other Records.

A. Property of the Association. The Association shall keep financial and other records sufficiently detailed to enable the



Association to fully declare to each Owner the true statement of its financial status. All financial and other records of the Association, including but not limited to checks, bank records, and invoices, in whatever form they are kept, are the property of the Association. Each managing agent of the Association shall turn over all original books and records to the Association immediately upon termination of the management relationship with the Association, or upon such other demand as is made by the Board.

- B. Examination. All records of the Association, including the names and addresses of Owners and other Occupants of the Lots shall be available for examination by all Owners, Mortgagees, and their respective authorized agents on reasonable advance notice during normal working hours at the offices of the Association or its managing agent. The Association shall not release the unlisted telephone number of any Owner. The Association may impose and collect a reasonable charge for copies and reasonable costs incurred by the Association in providing access to records.
- C. Annual Financial Statement. Annually, the Association shall prepare, or cause to be prepared, a financial statement of the Association. The financial statement shall be audited annually by an independent certified public accountant, but the audit may be waived if sixty-seven (67%) percent of the votes cast by Owners, in person or by proxy, at a meeting of the Association at which a quorum is present vote to waive the requirement. The waiver will apply only to that year's financial statement.

#### 9.13 Voting Rights.

- A. One Vote Per Member. Each Lot Owner shall have one (1) vote for each Lot owned, whether improved or not, except that the Owner of Lot 49 may not vote on matters relating to maintenance of the roads and the common areas; and/or financial matters. When more than one Person is an Owner of any Lot, all such Owners shall be a member. The vote for each Lot shall be exercised as the Owners among themselves determine, but in no event shall more than one vote be cast with respect to any Lot. In the event that the Owners of any Lot disagree among themselves as to how the one vote for the Lot shall be exercised with respect to a pending matter, any one of such Lot Owners may deliver written notice of such dispute to

the Board of Directors of the Association, and the vote for that Lot shall then be disregarded completely with respect to the matter or matters before the Association at that meeting. The right to vote may not be severed or separated from any Lot, and any sale, transfer, subdivision or conveyance of said property interest to a new Lot Owner or Owners shall operate to transfer the appurtenant vote without the requirement of any expressed reference thereto.

- B. Suspension of Voting Right. In the event any Lot Owner shall be in arrears in the payment of assessments due or shall be in default of the performance of any of the terms of this Declaration for a period of thirty (30) days or more, said Lot Owner's right to vote shall be suspended and shall remain suspended until all payments are brought current and all defaults remedied.

9.14 Procedure. A Board of Directors of five (5) members of the Association shall be elected from among the Lot Owners.

9.15 Annual Meeting. An annual meeting of the Board of Directors for the Association shall be held in the fourth quarter of fiscal each year for the purpose of determining the budget and annual assessment, electing officers, and transacting other business.

## Article 10 GENERAL PROVISIONS

10.1 Duration. The easements and covenants created in this Declaration shall run with and bind the Property, and shall inure to the benefit of and shall be enforceable by the Association or any Owner, their respective legal representatives, heirs, successors, and assigns, perpetually to the extent provided by law; provided, however, so long as and to the extent that Washington law limits the period during which covenants restricting land to certain uses may run, any provisions of this Declaration affected thereby shall run with and bind the land so long as permitted by such law, after which time, any such provision shall be (a) automatically extended (to the extent allowed by applicable law) for successive periods of ten (10) years, unless a written instrument reflecting disapproval signed by the then Owners of at least two-thirds (2/3) of the Lots and Declarant (so long as Declarant owns any Lot) for development has been recorded within the year immediately preceding the beginning of a ten (10) year renewal period agreeing to change such provisions, in whole or in part, or to terminate the same, in which case this Declaration shall be modified or terminated to the extent specified therein; or (b) extended as otherwise provided by law. Every purchaser or grantee of any interest (including, without limitation, a security interest) in any Lot, by

acceptance of a deed or other conveyance therefor, thereby agrees that such provisions of this Declaration may be extended and renewed as provided in this Section.

10.2 Gender and Grammar. The singular, wherever used herein, shall be construed to mean the plural, when applicable, and the use of the masculine pronoun shall include the neuter and feminine.

10.3 Severability. Whenever possible, each provision of this Declaration shall be interpreted in such manner as to be effective and valid, but if the application of any provision of this Declaration to any Person or to any property shall be prohibited or held invalid, such prohibition or invalidity shall not affect any other provision or the application of any provision which can be given effect without the invalid provision or application, and, to this end, the provisions of this Declaration are declared to be severable.

10.4 Captions. The captions of each Article and Paragraph hereof are inserted only for convenience and are in no way to be construed as defining, limiting, extending, or otherwise modifying or adding to the particular Article or Paragraph to which they refer.

10.5 Perpetuities. If any of the covenants, conditions, restrictions, or other provisions of this Declaration shall be unlawful, void, or voidable for violation of the rule against perpetuities, then such provisions shall continue only until twenty-one (21) years after the death of the last survivor of the now living descendants of Elizabeth II, Queen of England.

10.6 Indemnification. To the fullest extent allowed by applicable Washington law, the Association shall indemnify every officer and director against any and all expenses, including, without limitation, attorney's fees, imposed upon or reasonably incurred by any officer or director in connection with any action, suit, or other proceeding (including settlement of any suit or proceeding, if approved by the then Board) to which such officer or director may be a party by reason of being or having been an officer or director. The officers and directors shall not be liable for any mistake of judgment, negligent or otherwise except for their own individual willful misfeasance, malfeasance, misconduct, or bad faith. The officers and directors shall have no personal liability with respect to any contract or other commitment made by them, in good faith, on behalf of the Association (except to the extent that such officers or directors may also be members of the Association), and the Association shall indemnify and forever hold each such officer and director free and harmless against any and all liability to others on account of any such contract or commitment. Any right to indemnification provided for herein shall not be exclusive of any other rights to which any officer or director, or former officer or director, may be entitled. The Association shall maintain adequate general liability and officers' and directors' liability insurance to fund this obligation, if such coverage is reasonably available.

10.7 Agreements. Subject to the prior approval of Declarant (so long as Declarant owns any Lot for development and/or sale in the Property), all agreements and determinations, including settlement agreements regarding litigation involving the

Association, lawfully authorized by the Board shall be binding upon all Owners, their heirs, legal representatives, successors, assigns, and others having an interest in the Property or the privilege of possession and enjoyment of any part of the Property.

10.8 Implied Rights. The Association may exercise any right or privilege given to it expressly by this Declaration, and every other right or privilege reasonably to be implied from the existence of any right or privilege given to it therein or reasonably necessary to effectuate any such right or privilege.

10.9 Litigation. No judicial or administrative proceeding shall be commenced or prosecuted by the Association unless approved by at least seventy-five (75%) percent of the Total Association Vote. This Section shall not apply, however, to (a) actions brought by the Association to enforce the provisions of this Declaration (including, without limitation, the foreclosure of liens), (b) the imposition and collection of assessments as provided in Article 6 hereof, (c) proceedings involving challenges to ad valorem taxation, or (d) counterclaims brought by the Association in proceedings instituted against it. This Paragraph shall not be amended unless such amendment is made by the Declarant pursuant to Paragraph 10.2 hereof or is approved by the percentage votes, and pursuant to the same procedures, necessary to institute proceedings as provided above.

10.10 Enforcement. If the Board of Directors of the Association, or their successors or assigns shall violate or attempt to violate any of the easements, covenants or restrictions herein, it shall be lawful for any other Person or Persons owning a Lot to prosecute any proceedings at law or in equity against the Association to prevent it from so doing or to recover damages and costs for such violation, including, without limitation, reasonable attorneys' fees. Failures of any entity or person to take action to restrain the violation of any of these easements, covenants or restrictions shall not be construed as a waiver of any enforcement rights and shall not prevent the enforcement of such covenant or restriction in the future.

10.11 Invalidation. Invalidation of any provision of this Declaration or any part thereof by judgment or court order shall in no way affect any of the other provisions which shall remain in full force and effect.

10.12 Compliance with Law. These easements, covenants and restrictions are for purposes of this Declaration only and do not purport to constitute full compliance with any applicable law, ordinance, regulation or other government standard. Compliance with applicable government standards remains the responsibility of the Association.

Article 11  
**DEVELOPMENT PERIOD**

11.1 Development Period. Until such time as all but four (4) Lots within the Property have been sold (the “Development Period”), and unless Declarant elects otherwise, Declarant shall have exclusive authority to relocate, manage and operate the Access Road, including, but not limited to, assessing the Lot Owners for their share of the maintenance costs and all other rights, duties, functions, and authority granted to the Association hereunder. This requirement is made in order to ensure that the Access Road will be adequately administered in the initial stages of development, and to ensure an orderly transition to Association operation. Acceptance of an interest in a Lot evidences acceptance of this management and operational authority in Declarant. During the Development Period, each Lot Owner, with the exception of Declarant, shall be required to pay assessments in accordance with this Declaration; however, Declarant shall be responsible for all maintenance of the Access Road and shall ensure that the cost of maintenance is paid in full if the monies assessed against individual Lot Owners prove to be insufficient.

11.2 Amendment by Declarant. This Declaration may be amended during the Development Period by the sole signature of the Declarant. After the Development Period, this Declaration may be amended by an instrument approved in writing or at a duly called meeting of the Association by not less than a majority of the members of the Association. Any amendment must be recorded. In no event shall any amendment require more onerous restrictions, unless the same shall be approved by 67% of the members of the Association.

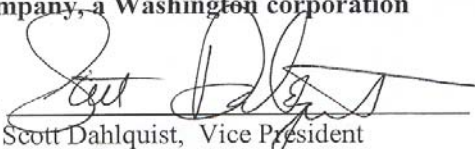
11.3 Notice of Termination of Development Period. Not less than ten (10) nor more than thirty (30) days prior to the recording of a notice of termination of the Development Period, the Developer shall give written notice to each Lot Owner of the termination of the Development Period and of the date, place and time at which the first meeting of the Association will be held. The notice shall specify that the purpose of the Association meeting is to elect the Board of the Association. Notwithstanding any other provision of the bylaws of the Association to the contrary, for purposes of this meeting the presence either in person, or by proxy of the Owners of 25% of the Lots shall constitute a quorum. The Board of the Association shall be elected, and it shall thereafter be the responsibility of the Lot Owners to provide for the operation of the Association.

11.4 Termination of Development Period/Association. In the event that the Lot Owners do not elect a Board of Directors and/or fail to organize to assume the responsibility of the Association within ninety (90) days of the notice of termination of the Development

Period, the Declarant may dissolve the Association and refund all Assessments paid to date. All refunds will include each Lot Owner's proportionate share of interest received to date by the Association. All easements, covenants and restrictions recorded in this document shall remain in effect if the Association is terminated. Thereafter, the Lot Owners shall be responsible for administration on such terms as they shall agree.

**Weyerhaeuser Real Estate Development  
Company, a Washington corporation**

By:

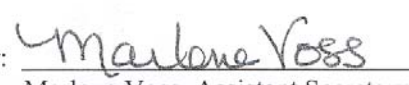
  
Scott Dahlquist, Vice President

Date:

May 10, 2006

Attest:

By:

  
Marlene Voss, Assistant Secretary

Date:

May 10, 2006

Corporate Seal:



STATE OF WASHINGTON )  
 ) ss.  
COUNTY OF KING )

On this 16<sup>th</sup> day of May, 2006 before me, the undersigned a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Scott Dahlquist and Marlene Voss, to me known to be an Vice President and an Assistant Secretary, respectively, of Weyerhaeuser Real Estate Development Company, the corporation that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that he is authorized to execute the said instrument and that the seal affixed is the corporate seal of said corporation.

WITNESS MY HAND AND OFFICIAL SEAL hereto affixed the day and year first above written.

NOTARY PUBLIC  
STATE OF WASHINGTON  
RHONDA L. HALE  
My Appt. Exp. 9-01-07

Rhonda L. Hale  
Notary Public in and for the State of Washington  
Residing at Pierce Co  
My appointment expires: 9-1-7

## EXHIBIT A

### Legal Description of Benefited Property

COWLITZ COUNTY, WASHINGTON

SECTION 31 AND 36; TOWNSHIP 10 NORTH; RANGE 1 EAST, W.M.

SECTION 6; TOWNSHIP 9 NORTH; RANGE 1 EAST, W.M.

Lots shown as 1 – 49 inclusive on that certain Record of Survey recorded in the records of Cowlitz County, Washington, under Auditor's File No. 3296968 in Volume 27, page 92 - 96.



## EXHIBIT B

### Access Roads Legal Description

All in Section 31 and 36, Township 10 North, Range 1 East, and Section 6, Township 9 North, Range 1 East, Willamette Meridian, Cowlitz County, Washington and being a portion of Lots 1 – 35 and Lots 38 - 48, as shown on Record of Survey recorded under Auditor's File No. 3296968 in Volume 27, page 92 - 96, records of said county, as generally shown and described below and more accurately as located on the property:

An Easement One Hundred feet (100') in width, 50 feet either side of centerline of said road, to include:

Road Corridor A beginning at intersection 2 and ending at intersection 12

Road Corridor B beginning at intersection 2; thence easterly to intersection 3; thence south to intersection 5

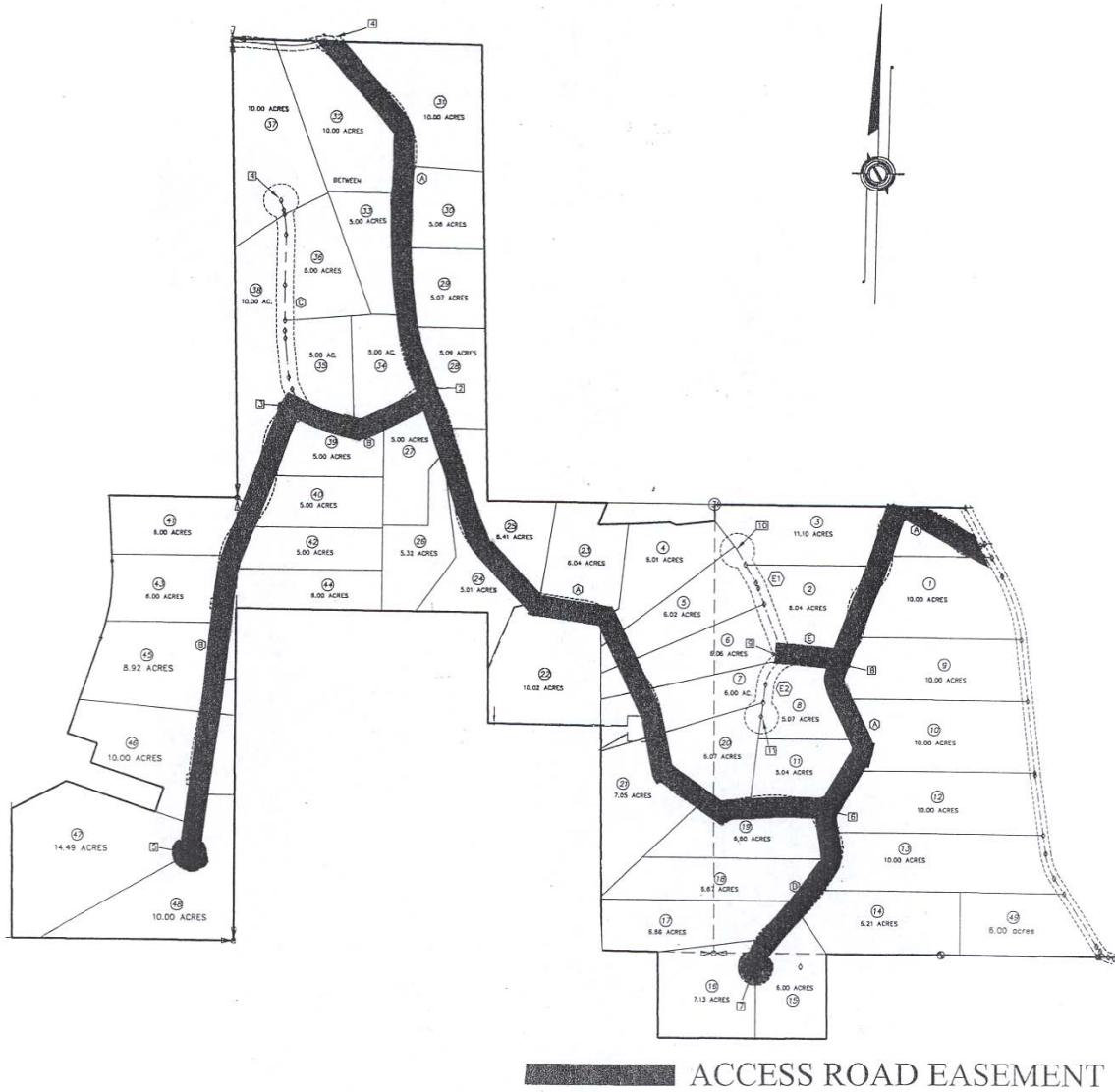
Road Corridor D beginning at intersection 6 and ending at intersection 7

Road Corridor E beginning at intersection 8 and ending at intersection 9

Together with an area being a circle with a radius of 150 ft. beginning at the center of Intersections 2, 3, 5, 6, 7, 8 and 9 as shown on that certain record of survey recorded in the records of Cowlitz County, Washington, under Auditor's File No. 3296968 in Volume 27, page 92 – 96.

# EXHIBIT C

## Access Roads Depiction



**Notes:**

1. The purpose of this drawing is to show the general location of the easement as a schematic representation.
2. For accurate road location information refer Record of Survey filed under Auditor's File No. 3296968 Cowlitz County, WA

# EXHIBIT D

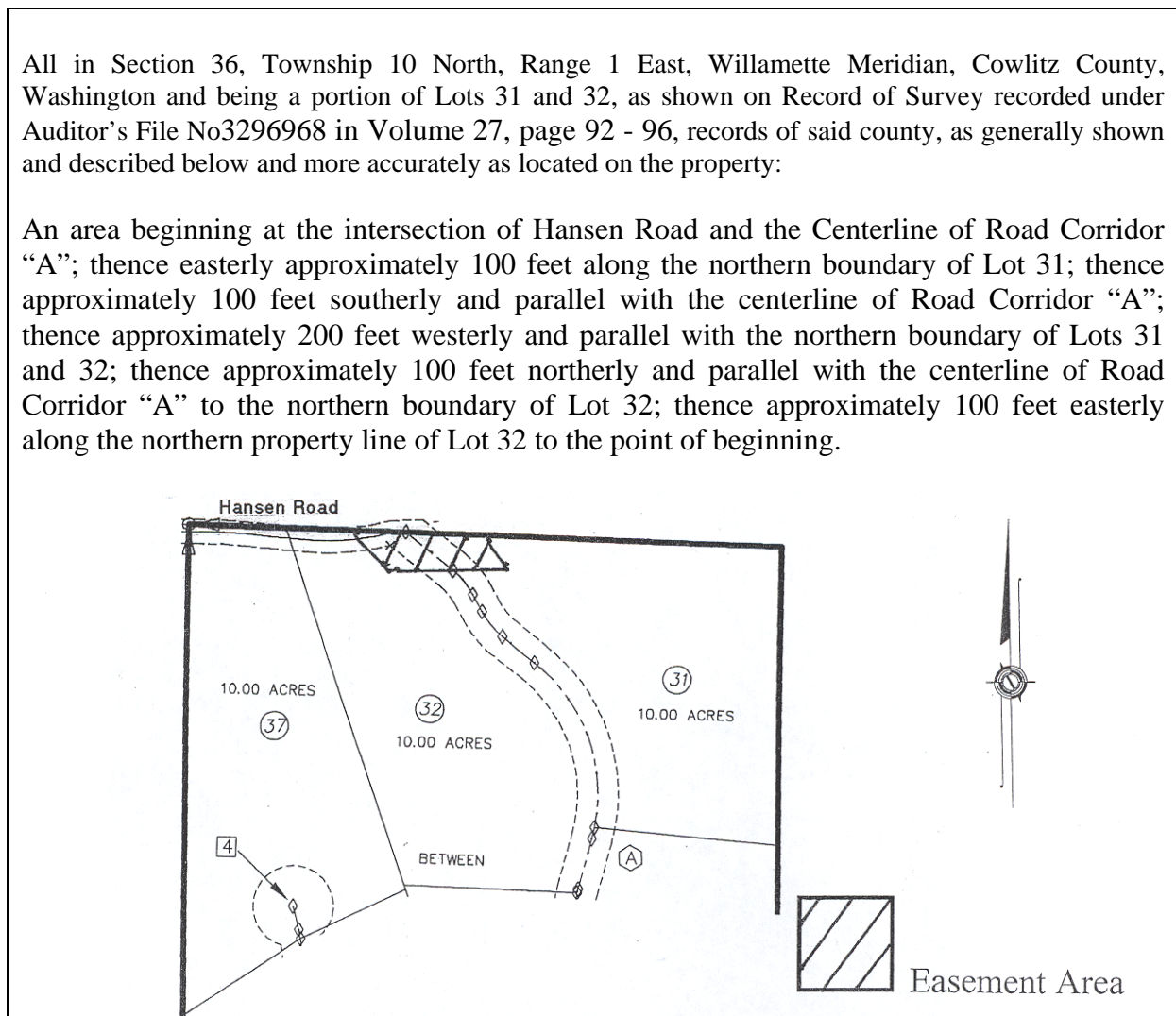
Page 1 of 2

## Community Entry Feature Hansen Road

### Legal Description and Depiction of Easement

All in Section 36, Township 10 North, Range 1 East, Willamette Meridian, Cowlitz County, Washington and being a portion of Lots 31 and 32, as shown on Record of Survey recorded under Auditor's File No3296968 in Volume 27, page 92 - 96, records of said county, as generally shown and described below and more accurately as located on the property:

An area beginning at the intersection of Hansen Road and the Centerline of Road Corridor "A"; thence easterly approximately 100 feet along the northern boundary of Lot 31; thence approximately 100 feet southerly and parallel with the centerline of Road Corridor "A"; thence approximately 200 feet westerly and parallel with the northern boundary of Lots 31 and 32; thence approximately 100 feet northerly and parallel with the centerline of Road Corridor "A" to the northern boundary of Lot 32; thence approximately 100 feet easterly along the northern property line of Lot 32 to the point of beginning.



Notes:

1. The purpose of this drawing is to show the general location of the easement as a schematic representation.
2. For accurate road location information refer Record of Survey filed under Auditor's File No 3296968, Cowlitz County, WA

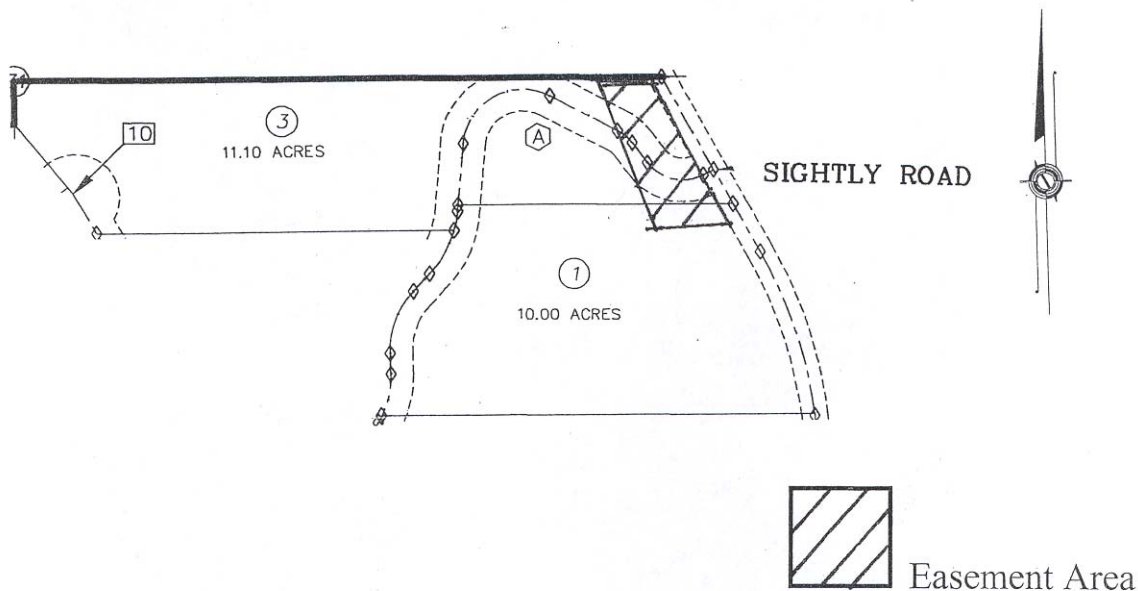
EXHIBIT D  
Page 2 of 2

Community Entry Feature  
Sightly Road

Legal Description and Depiction of Easement

All in Section 31, Township 10 North, Range 1 East, Willamette Meridian, Cowlitz County, Washington and being a portion of Lots 1 and 3, as shown on Record of Survey recorded under Auditor's File No 3296968 in Volume 27, page 92 - 96, records of said county, as generally shown and described below and more accurately as located on the property:

An area beginning at the intersection of Sightly Road and the Centerline of Road Corridor "A"; thence northwesterly approximately 120 feet along the eastern boundary of Lot 3; thence approximately 80 feet westerly; thence approximately 170 feet southwesterly; thence approximately 100 feet northeasterly; thence approximately 50 feet northwesterly along eastern property line of Lots 1 and 2 to the point of beginning.



Notes:

1. The purpose of this drawing is to show the general location of the easement as a schematic representation.
2. For accurate road location information refer Record of Survey filed under Auditor's File No 3296968, Cowlitz County, WA

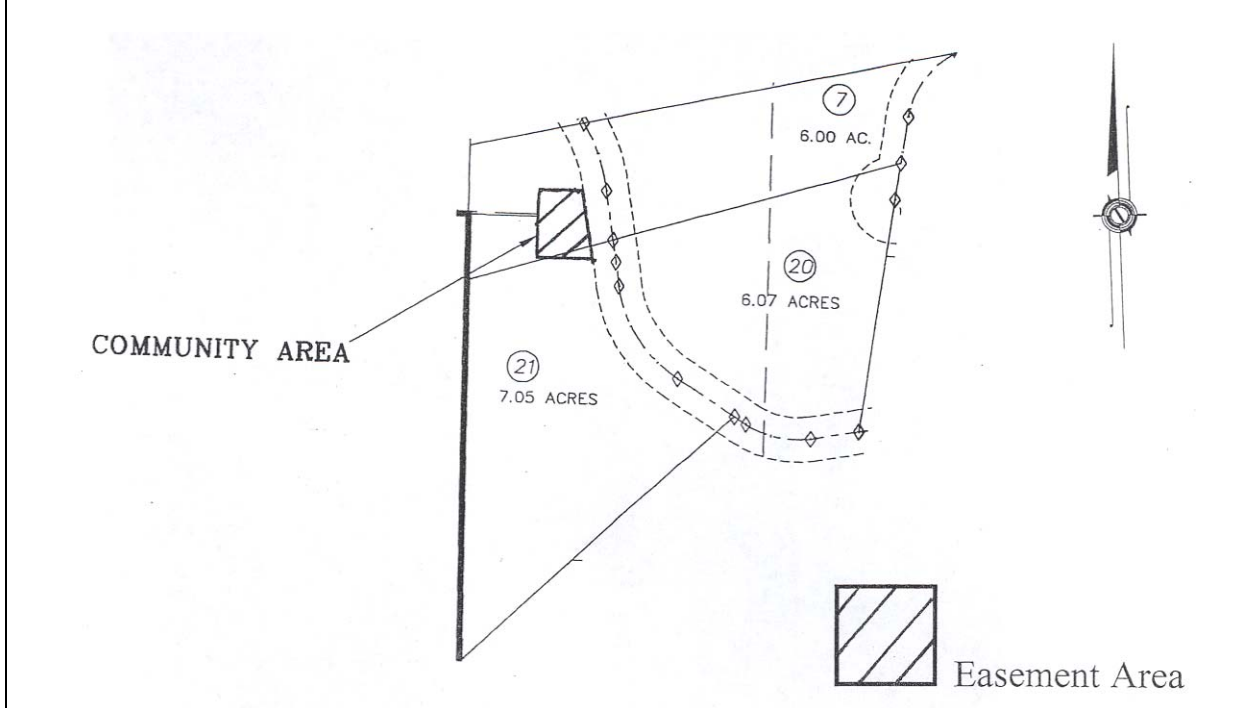
EXHIBIT E  
Page 1 of 2

Community Area Easements  
Legal Description and Depiction

Shadow Grove

All in Section 31, Township 10 North, Range 1 East, Willamette Meridian, Cowlitz County, Washington and being a portion of Lots 7 and 21 as shown on Record of Survey recorded under Auditor's File No. 3296968 in Volume 27, page 92 - 96, records of said county, as generally shown and described below and more accurately as located on the property:

An area beginning at the intersection of the eastern easement of Road Corridor "A" and northern boundary of Lot 21; thence north along the easement boundary of Road Corridor "A" approximately 40 ft.; thence a line running westerly and perpendicular to the easement boundary of Road Corridor "A" approximately 60 feet; thence a line running south and parallel with Road Corridor "A" approximately 60 feet; thence a line running east and perpendicular with the easement of Road Corridor "A" approximately 60 feet; thence north along the eastern boundary of the easement of Road Corridor "A" approximately 20 feet to the point of true beginning.



Notes:

1. The purpose of this drawing is to show the general location of the easement as a schematic representation.
2. For accurate road location information refer Record of Survey filed under Auditor's File No. 3296968 Cowlitz County, WA

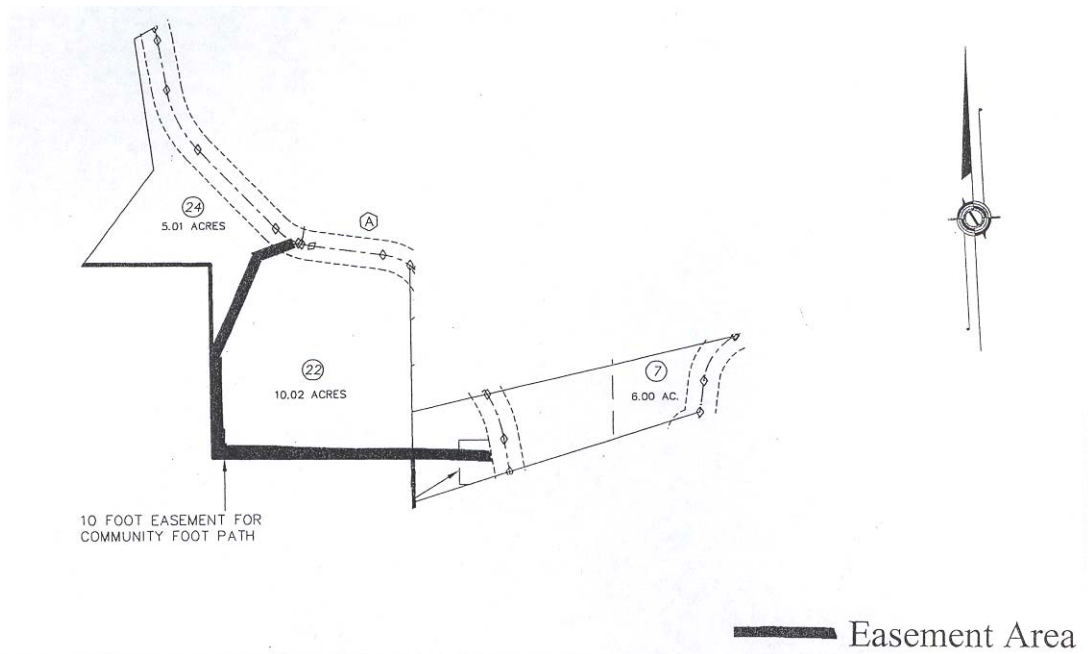
EXHIBIT E  
Page 2 of 2

Community Area Easements  
Legal Description and Depiction

Shady Lane

All in Section 31, Township 10 North, Range 1 East, Willamette Meridian, Cowlitz County, Washington and being a portion of Lots 7, 22 and 24 as shown on Record of Survey recorded under Auditor's File No. 3296968 in Volume 27, page 92 - 96, records of said county, as generally shown and described below and more accurately as located on the property:

An area being ten feet (10") wide and running along the boundary of Lots 22 and 24, being five feet (5') either side of centerline, to the southwestern boundary of Lot 24; thence south along the western boundary of Lot 22 to the southwestern corner of Lot 22 (easement area being 10' wide); thence east along the southern boundary of Lot 22 to the eastern boundary of Lot 22 (easement area being 10' wide); thence easterly across the bottom portion of Lot 7 and perpendicular to the eastern boundary of Road Corridor "A" (easement area being 10' wide).



Notes:

1. The purpose of this drawing is to show the general location of the easement as a schematic representation.
2. For accurate road location information refer Record of Survey filed under Auditor's File No. 3296968 Cowlitz County, WA

# EXHIBIT F

## SILVER LAKE FOREST RESERVE

### SIGNAGE STANDARDS AND GUIDELINES

**OVERVIEW:** The intent of these standards and guidelines is to provide a reasonable and uniform means to allow for appropriate signage to be placed in acceptable locations within the community and to be acceptable in appearance and consistent with the Forest Reserve concept as depicted within these standards. **No signage is allowed to be installed or displayed unless it complies with these restrictions or has been reviewed and approved by the Board of Directors.**

Several types of signage are addressed and include the following:

- A. Owner Address
- B. Individual Home & Property
- C. Sales (community and individual)
- D. Site Construction Activity
- E. Public Notification

The Declarant is permitted to place signage that it deems appropriate in its efforts to market the overall property. This will include, but not be limited to, signage that addresses lot numbering, lot boundary markers, lot analysis mapping, and demonstration style series signage. In all cases, signage must be maintained in a well kempt manner. Damaged signage shall be either removed or restored immediately. The Board of Directors shall have the right to remove any damaged signage at the cost of the Owner in violation subsequent to adequate notice from the Board.

Any individual business related signage allowed by zoning or other applicable laws, are to be discouraged from being placed with any community rights of ways or other easement but may be permitted elsewhere on an individual's property during the construction period and must be removed thirty day (30) after completion of construction, provided that the signage does not create a visual nuisance to the community along any adjacent community roadway.

In all cases, applicable law shall apply. The stricter of these CC&Rs or applicable law shall prevail.

The Guidelines sections that follow below simply outline the general intent of these restrictions while the Standards sections are absolute and must be complied with.

## **A. OWNER ADDRESS**

### **1) Materials:**

Guidelines: All materials used shall be of natural wood products. Address numbering will be the only exception to this. See page 43 for details.

Standards: A 6"x6" treated post, or equivalent, shall be used and installed with a minimum of 2' below grade and 5' above grade. Concrete shall be used to secure the post. A rectangular 8"x16" wooden placard shall be used to place the address number on the post. Lettering shall be 6" in font size and consist of reflective lettering. Address/wooden placard shall be on both sides of the post and visible from either direction of the road. The face of the sign shall be perpendicular to the flow of traffic.

### **2) Location:**

Guidelines: Posts shall be placed along individual driveways and away from the community roadways so ditch lines and vehicle sight distances are not obstructed.

Standards: Address posts shall be placed approximately (plus or minus 2') ten (10) feet from the back edge of the community roadway and five (5) feet from the edge of an individual driveway closest to the nearest community entry.

## **B. INDIVIDUAL HOME & PROPERTY SIGNAGE**

**1) Materials & Size:** Guidelines & Standards: No restrictions on sign materials. Size must be two (2) square feet or less in area. Post shall be a minimum 4"x4" post. In no event shall any part of a tree be used to post a sign.

**2) Location at Lot:** Guidelines & Standards: Allowed outside of the community roadway right of way easement.

**3) Location at Entry:** Guidelines & Standards: None allowed. The Board may elect to post each entry with appropriate signage as conditions warrant. Care shall be taken to maintain a simple, uncluttered, and dignified appearance within the overall entry feature. Consistency in material, quality, and style shall apply.



## **C. SALES SIGNAGE (COMMUNITY & INDIVIDUAL)**

### **1) Materials & Size:**

Guidelines: See the graphic standards on pages 44 and 45 for both community and individual sign types and their respective graphics.

Standards: Community signs shall comply with the graphic details on pages 44 and 45. Individual signs shall not exceed six (6) square feet in area when located on an individual lot. In all cases, applicable law shall be followed. See graphic standards attached for sign details.

### **2) Location at Individual Lot:**

Guidelines: Community signs shall be placed only at community entries. Individual signs shall be located along driveways and away from the community roadways so that ditch lines and vehicle sight distances are not obstructed. If an address post has been installed then the sales sign shall be on the opposite side of the driveway from the address sign.

Standards: Posts for individual signs shall be placed approximately ten (10) feet from the back edge of the community roadway and ten (10) feet from the edge of a driveway opposite the address sign if previously installed. Only one (1) sign per Lot shall be permitted. Subject signage shall be removed once the respective advertised lot has been sold and closed.

### **3) Location at Entry:**

Guidelines: Community signs only are permitted at the community entries. Individual signs are not permitted at these locations. The intent is to enable individual owners to advertise their properties at the community entry in one place designated to handle multiple signage needs and to avoid having a multiple signs representing several (more than one) land and/or home purchasing opportunities.

Standards: Locations shall be coordinated with and be acceptable to the current Board of Directors. Graphic standards shall comply with the attached exhibit. Applicable sections of the subject signage shall be removed or resurfaced once the respective advertised lot has been sold and closed.

## **D. SITE CONSTRUCTION ACITIVITY**

### **1) Materials & Size:**

Guidelines: See the graphic standards on pages 46 for details.

Standards: Construction activity signs shall comply with the graphic details on page 46. Individual signs shall not exceed six (6) square feet in area when located on an individual lot. In all cases, applicable law shall be followed. See graphic standards attached for sign details.

**2) Location at Individual Lot:**

Guidelines: Construction Activity signs shall be placed only at individual lots and shall be located along driveways and away from the community roadways so that ditch lines and vehicle sight distances are not obstructed. If an address post has been installed then the construction activity sign shall be on the opposite side of the driveway from the address sign.

Standards: Posts for individual signs shall be placed approximately ten (10) feet from the back edge of the community roadway and ten (10) feet from the edge of a driveway opposite the address sign if previously installed. Only one (1) sign per Lot shall be permitted. Subject signage shall be removed once the respective construction has been completed.

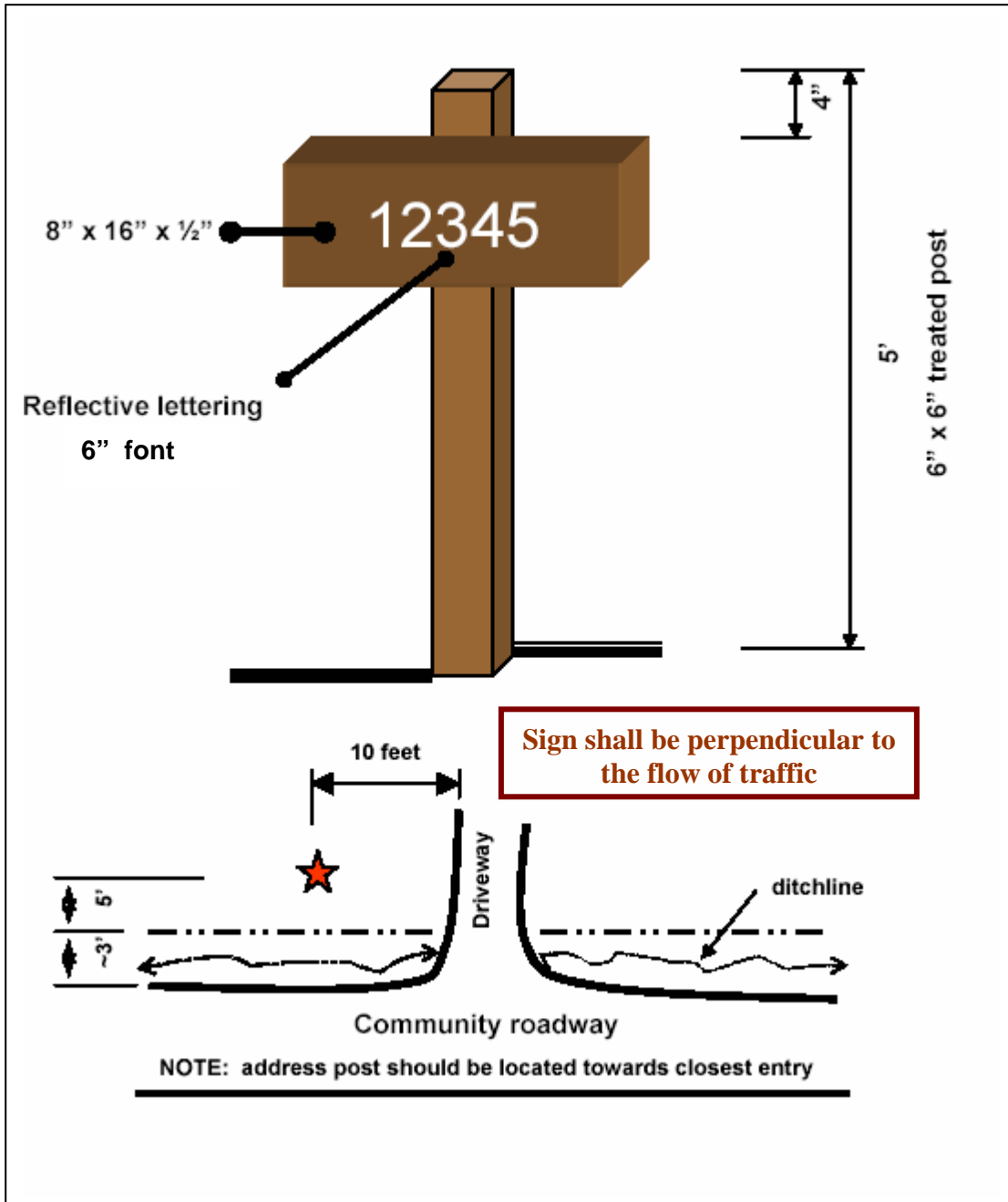
**E. PUBLIC NOTIFICATION SIGNAGE (LEGAL NOTIFICATION)**

**1) Materials & Size:** Guidelines & Standards: These standards will apply to building permits, land-use applications, or other jurisdictional signage requirement. Signage must be posted using a 4"x4" wood post not exceeding 5' in total height. In all cases, applicable law must be followed.

**2) Location at Lot:** Guidelines & Standards: Comply with applicable law in addition to placing approximately ten (10) feet from the back side of the community roadway ditch line and a minimum of one hundred (100) feet either side of a driveway entrance (if applicable). Subject signage shall be removed once applicable laws have been satisfied regarding the required posting.

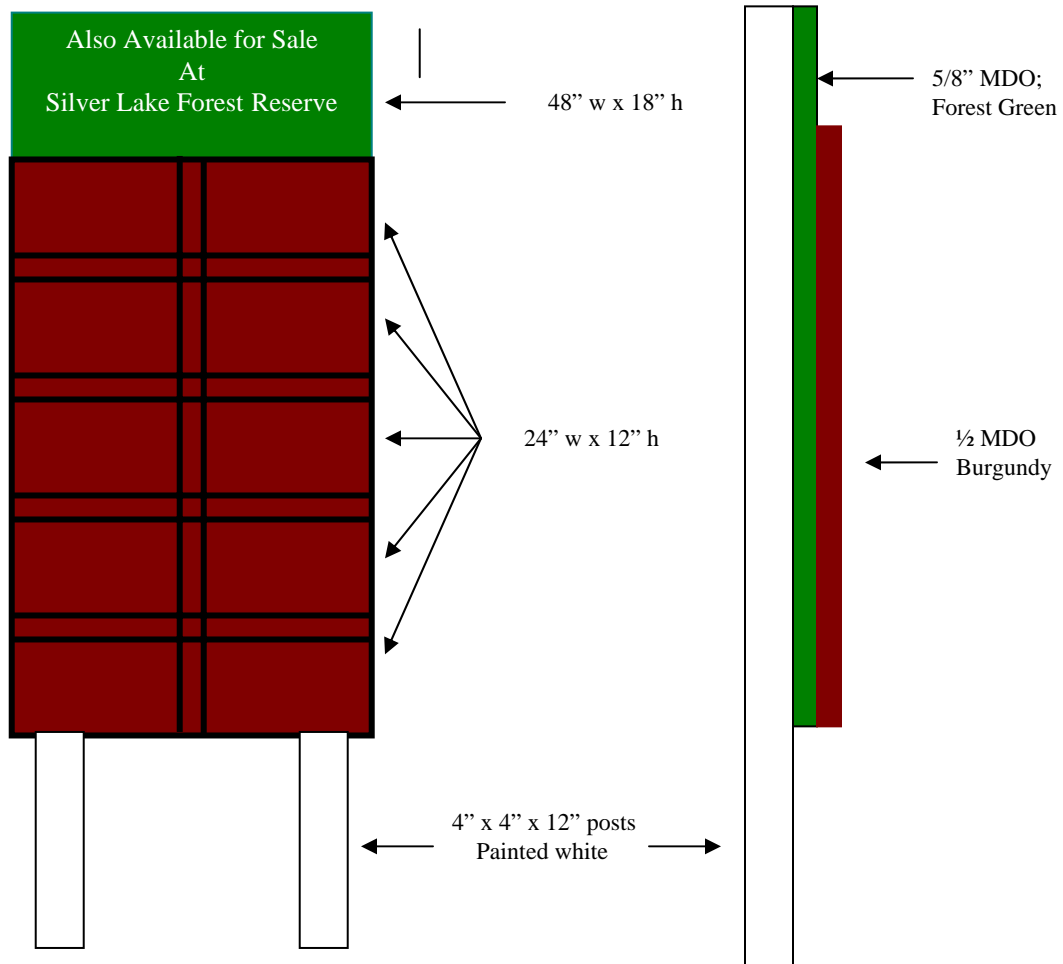
**3) Location at Entry:** Guidelines & Standards: Unless required by applicable law, this signage shall not be permitted at community entries. If required, then the permit sponsor shall coordinate with Association board of directors and secure their approval of a location.

# A. OWNER ADDRESS POST



# B. COMMUNITY SALES SIGNAGE

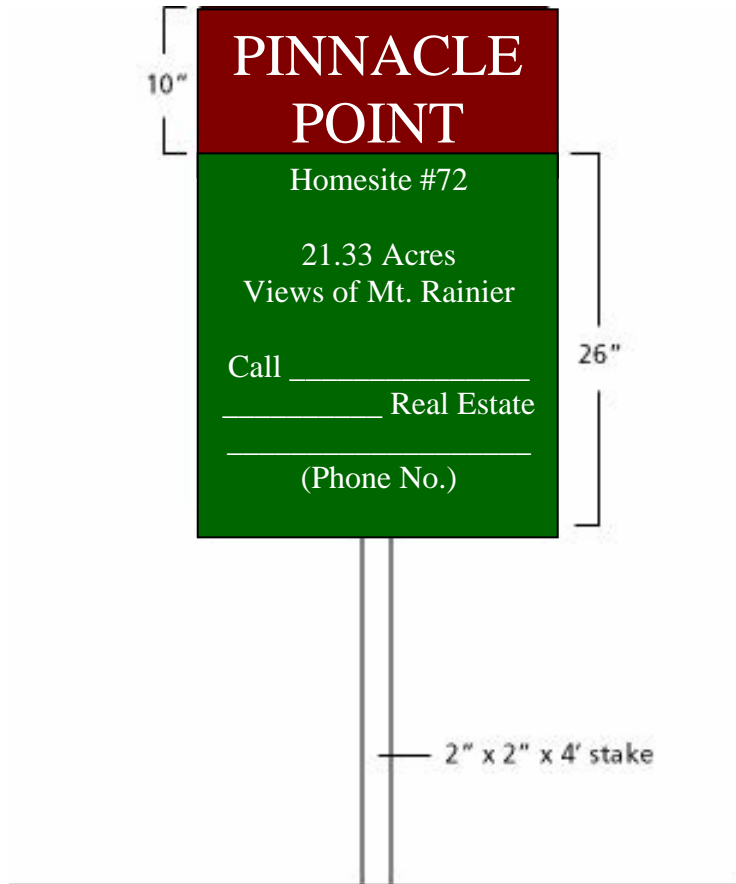
## Graphic Details



Sign Base Size:	48" x 96"
Material	5/8 MDO
Rider Size:	48" x 36"
Material	1/2 MDO
Base Color:	Forest Green
Rider Color:	Burgundy
Post (2):	4 x 4" x 12"
Post Color:	White

# C. INDIVIDUAL LOT SALES SIGNAGE

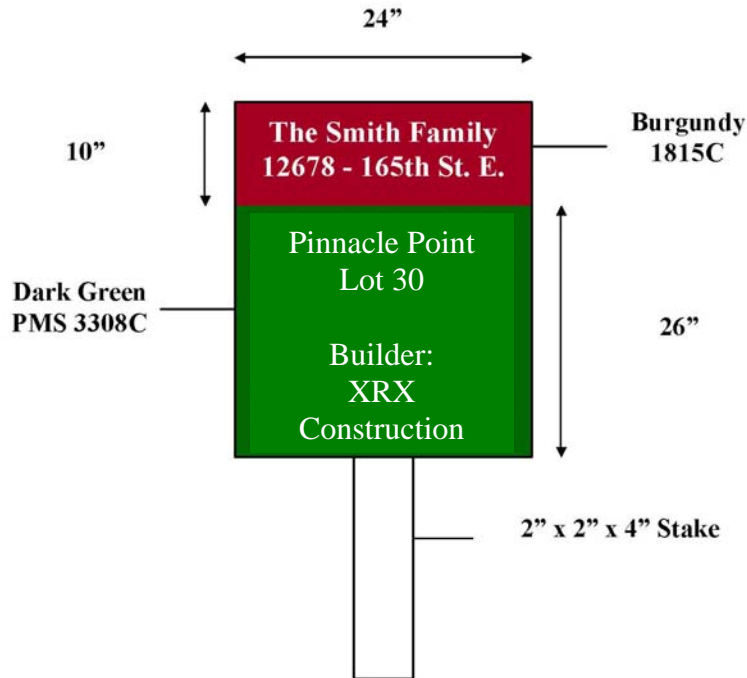
## Graphic details



Size: 24" x 36"  
Material: 1/2" MDO  
BG Color: pms 1815c; pms 3308c  
Fonts: Times New Roman  
Frutiger 55 Roman  
Post: 2" x 2" x 4' stake  
Painted white

# D. SITE CONSTRUCTION ACTIVITY

## Graphic details



**Size: 24" x 36"**

**Material: 1/2" MDO**

**BG Color: 1815C, 3308C**

**Fonts: Times New Roman**

**Frutiger 55 Roman**

**Post: 2" x 2" x 4" Wood Stake**

## **EXHIBIT G**

### **FENCING AND GATE STANDARDS & GUIDELINES SILVER LAKE FOREST RESERVE**

**OVERVIEW:** The intent of these guidelines and standards is to provide a starting point for owners that will guide them in planning and selecting their fence styles, gates, and their respective usage. Some styles of both are to be encouraged while others discouraged. Examples of both for fences and gates are provided here.

Generally, all fencing should be unobtrusive to indigenous wildlife, organic in appearance and materials, and should blend in visually along all community roadways. Wildlife should be able to pass through perimeter fencing unharmed. Colors should comply with the above statement and thus should be natural. Colors like white, red, and black are not considered to be organic in comparison to the appearance of the roadway corridors and are therefore not allowed. Interior fencing shall be more flexible as it pertains to areas less than two (2) acres and the area is proximate to a subject properties home. Owners may use fencing to suit their needs provided that this fencing is not a part of any perimeter fencing and is offset at least 25' from the perimeter fencing.

Owners are encouraged to protect their property from uninvited visitors by placing gates at the entry point to their driveway. This is not required and should be considered voluntary on the part of the Owner. In the event that an Owner elects to place a gate on their property, the Individual Gate details outlined below will apply.

In all cases, applicable law shall apply. The stricter of these CC&Rs or applicable law shall prevail.

The Guidelines sections that follow below simply outline the general intent of these restrictions while the Standards sections are absolute and must be complied with.

### **PERIMETER FENCING - ACCEPTABLE**

- 1) Materials & Height:** Front yard shall only use wood products. Side yard fencing can include metal. Fencing height shall not exceed six (6') feet.
- 2) Front Yard:** See attached examples for acceptable treatments.
- 3) Side & Rear Yard:** See attached examples for acceptable treatments.

### **PERIMETER FENCING - UNACCEPTABLE**

- 1) Materials & Size:** Fences shall not be chain link or similar, stockade style or similar, nor stark in color contrasted with the surrounding area. Maximum height of any fence shall not exceed six feet (6').
- 2) Front Yard:** No metal of any kind is allowed. Only natural wood products are to be used. Fences may be placed along applicable roadway right of way boundary as denoted by these CC&Rs and associated record of survey. See attached examples for acceptable treatments.
- 3) Side & Rear Yard:** Metal wire fencing is acceptable provided local wildlife can easily pass through unharmed. See attached examples for acceptable treatments.

### **INDIVIDUAL GATES**

- 1) Materials & Size:** Gates shall be made of sturdy and durable materials. Wood products are preferred but not required. If metal is used then tubular, and not pressed metal, will be acceptable.
- 2) Location at Lot:** Gates shall be placed outside of all roadway right of ways.



# Wooden Fencing

acceptable (front & side yard perimeter)



# Wooden Fencing

acceptable (front & side yard perimeter)



# Metal Fencing

acceptable (side yard perimeter)



# Entry Gates

acceptable

