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**AFTER RECORDING MAIL TO:**

Name: Kimball Hill Homes  
Address: 4317 NE Thurston Way, Ste 100  
City/State: Vancouver, WA 98662

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**Document Title(s):** (for transactions contained therein)

1. Declaration of Covenants, Conditions, Restrictions and Easements for Westfield Place

**Reference Number(s) of Documents Assigned or released:**

To be recorded with Westfield Place Bk 311 pg 420 AF 34227274

**Grantor(s):** (Last name first, then first name and middle initial)

1. Kimball Hill Homes Washington, INC
- 2.

Additional information on page \_\_\_\_\_ of document

**Grantees(s):** (Last name first, then first name and middle initial)

1. Westfield Place
- 2.

Additional information on page \_\_\_\_\_ of document

**Abbreviated Legal Description as follows:** (i.e. lot/block/plat or section/township/range/quarter/quarter)

Lots 1-44 and ITA of Westfield Place

**Assessor's Property Tax Parcel/Account Number(s):**

160043-002 thru 160043-090 Even

Complete legal description is on page \_\_\_\_\_ of document

I am requesting an emergency nonstandard recording for an additional fee as provided in RCW 36.18.010. I understand the recording, processing requirements may cover up or otherwise obscure some part of the document.

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

Meridee E. Pabst  
Miller Nash LLP  
500 East Broadway, Suite 400  
P.O. Box 694  
Vancouver, WA 98666-0694

Grantor	:	Kimball Hill Homes Washington, Inc.
Grantee	:	The Public
Abbreviated Legal	:	Sec 17, T2N R2E WM
Assessor's Tax Parcel	:	160043-000; 160051-000
Nos.	:	
Prior Excise Tax No.	:	
Other Reference No(s).	:	Book 311, Page 420

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**DECLARATION OF COVENANTS, CONDITIONS,  
RESTRICTIONS, AND EASEMENTS  
FOR  
WESTFIELD PLACE  
(A Townhouse Subdivision)**

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

**FOR**

**WESTFIELD PLACE  
(A Townhouse Subdivision)**

THIS DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS,  
AND EASEMENTS is made this 10th day of October, 2006, by Kimball Hill Homes  
Washington, Inc., a Washington corporation ("Declarant").

**RECITALS**

A. Declarant owns all of that certain real property located in Clark County, Washington, and platted as Westfield Place in the plat records of Clark County, Washington. at Book 311, page 420.

B. Westfield Place is a development consisting of residential lots, plus common areas, located in the City of Vancouver, Washington (the "City"). Declarant hopes to create in Westfield Place a carefully planned community, which will provide an attractive place to live and take advantage of amenities afforded by its location.

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

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

E. Declarant will provide leadership in organizing and administering the homeowners association during the development period, but expects Owners within Westfield Place to accept responsibility for community administration by the time the development is complete. Funds for the maintenance of common areas and other areas within the development will be provided through Assessment against those who own lots within Westfield Place development.

F. Declarant hereby declares that the Property and all improvements thereon are subject to the provisions of this Declaration. The Property shall be held, conveyed, hypothecated, encumbered, leased, rented, used, occupied and improved subject to the

covenants, conditions, and restrictions stated in this Declaration. All such covenants, conditions and restrictions are declared to be in furtherance of the plan for subdivision, improvement and sale of the Property as a planned development project. All of the limitations, easements, uses, obligations, covenants, conditions, and restrictions stated in this Declaration shall be enforceable as equitable servitudes, shall run with the Property, and shall inure to the benefit of and be binding on all Owners and all other parties having or acquiring any right, title, or interest in any part of the Property.

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

## **ARTICLE 1 DEFINITIONS**

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

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

**"Association"** means the nonprofit corporation to be formed to serve as an Owners' association as provided in this Declaration, and the Association's successors and assigns.

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

**"CC&Rs"** means this Declaration of Covenants, Conditions, and Restrictions for Westfield Place, and any amendments thereto.

**"Common Areas"** means those lots or tracts designated as such on any plat of the Property or in Section 3.1 of this Declaration or any declaration annexing Additional Property to the Property, including any improvements thereon.

**"Declarant"** means Kimball Hill Homes Washington, Inc., a Washington corporation, and its successors and assigns.

**"Declaration"** means this Declaration of Covenants, Conditions, and Restrictions for Westfield Place. and any amendments thereto.

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

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

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

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

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

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

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

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

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

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

## **ARTICLE 2 PROPERTY SUBJECT TO THESE COVENANTS**

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

All that certain real property located in Clark County, Washington, contained in that certain plat entitled Westfield Place filed in the records of Clark County, Washington. at Book 311. page 420.



The Property is legally described in Exhibit "A." The plat is attached as Exhibit "B."

2.2 **Improvements.** Declarant agrees to install improvements to the extent required by the City's approval of the Westfield Place plat.

### **ARTICLE 3 PROPERTY RIGHTS IN COMMON AREAS**

3.1 **Designation of Common Areas.** Tract A, which is shown on the Plat as a private road, and the 10-foot private storm easement located along the west side of Lots 29-44, the south side of Lots 24-28, and the east side of Lots 1-23 shall be Common Areas for purposes of this Declaration.

3.2 **Owner's Easements of Enjoyment.** Subject to the provisions of this Article, every Owner and Owner's invitees shall have a right and easement of enjoyment in and to the Common Areas in Westfield Place, which easement shall be appurtenant to and shall pass with the title to every Lot.

3.3 **Title to the Common Areas.** Title to the Common Areas shall be conveyed to the Association by Declarant no later than the turnover meeting referred to in Section 6.6 below. The Association's interest in the 10-foot private storm easement is limited to an easement.

3.4 **Extent of Owners' Rights.** The rights and easements of enjoyment in the Common Areas created hereby shall be subject to the following and all other provisions of this Declaration:

3.4.1 **Easements.** Declarant grants to the Association for the benefit of the Association and all Owners of Lots within the Property the following easements over, under and upon the Common Areas:

3.4.1 .1 An easement on all Common Areas for underground installation and maintenance of power, gas, electric, water and other utility and communication lines and services installed by Declarant or with the approval of the Board of Directors of the Association and any such easement shown on any plat of the Property;

3.4.1.2 An easement over all roadways for vehicular access within the Property;

3.4.1 .3 An easement for construction, maintenance, repair and use of Common Areas, including common facilities thereon; and

3.4.1.4 An easement for the purpose of making exterior repairs to the Units.

The Common Areas shall be subject to public and private utility easements for the installation and maintenance of sanitary sewers, waterlines, surface water management, storm drainage, and access over their entirety. In addition, Declarant or the Association may (and to the extent

required by law, shall) grant or assign easements on all Common Areas to governmental bodies or other utilities performing utility services and to communications companies, and may grant free access over the Common Areas to police, fire and other public officials and to employees of utility companies and communication companies serving the Property.

3.4.2 **Use of the Common Areas.** The Common Areas shall not be partitioned or otherwise divided into parcels for residential use. Except as otherwise provided in this Declaration, the Common Areas shall be reserved for the use and enjoyment of all Owners subject to the Rules and Regulations and no private use may be made of the Common Areas. Wetlands, conservation areas, bioswales, and water quality ponds shall be protected from detrimental use of fertilizers, herbicides, and insecticides. The Common Areas and facilities thereon shall be used for the purposes for which the same are reasonably intended, and their use, operation, and maintenance shall not be obstructed, damaged, or unreasonably interfered with by any Owner. Nothing herein shall prevent the placing of a sign or signs upon the Common Areas identifying Westfield Place or identifying items of interest, including directional signs, provided such signs comply with any applicable sign ordinances. The Board of Directors of the Association shall have authority to abate any trespass or encroachment upon the Common Areas at any time, by any reasonable means and with or without having to bring legal proceedings. The Association, upon approval in writing of at least 50 percent of the Class A Association voting rights and the Class B member, if any, and if approved by order or resolution may dedicate or convey any portion of the Common Areas to a park district or other public body.

3.4.3 **Alienation of the Common Areas.** The Association shall not by act or omission seek to abandon, partition, subdivide, encumber, sell, or transfer the Common Areas owned directly or indirectly by the Association for the benefit of the Lots unless the holders of at least 80 percent of the Class A Association voting rights and the Class B member, if any, have given their prior written approval and the City has given its approval. This provision shall not apply to the easements described in Section 3.4.1 or to any common areas with required storm water facilities, which easements and common areas cannot be transferred.

3.4.4 **Limitation on Use.** Use of the Common Areas by the Owners shall be subject to the provisions of this Declaration and to the following:

3.4.4.1 The right of the Association to suspend such use rights of an Owner and Owner's family members, guests, tenants, and contract purchasers to the extent provided in Article 10 below; and

3.4.4.2 The right of the Association to adopt, amend and to repeal Rules and Regulations in accordance with this Declaration.

3.5 **Delegation of Use.** Any Owner may delegate, in accordance with the Bylaws of the Association, Owner's right of enjoyment to the Common Areas to the members of Owner's family, tenants, or contract purchasers who reside on the Property, whose use of the Common Areas shall be subject to this Declaration and the Rules and Regulations.

3.6 **Easements Reserved by Declarant.** So long as Declarant owns any Lot, Declarant reserves an easement over, under, and across the Common Areas in order to carry out sales and

rental activities necessary or convenient for the sale or rental of Lots, including, without limitation, use of one of the units as a sales office. In addition, Declarant, for itself and its successors and assigns, hereby retains a right and easement of ingress and egress over, in, upon, under and across the Common Area and the right to store materials thereon and to make such other use thereof as may be reasonably necessary or incident to the construction and maintenance of the improvements on the Property; provided, however, that no such rights shall be exercised by Declarant in such a way as to unreasonably interfere with the occupancy, use, enjoyment, or access to an Owner's Lot by that Owner or Owner's family, tenants, employees, guests, or invitees.

## **ARTICLE 4 PROPERTY RIGHTS IN LOTS**

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

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

4.2.1 **Right of Entry.** The Association and any person authorized by the Association may at any reasonable time, and from time to time at reasonable intervals, enter upon any Lot for the purpose of performing the maintenance referred to in Sections 7.1 and 7.10 below and determining whether or not the Lot is then in compliance with this Declaration. No such entry shall be deemed to constitute a trespass or otherwise create any right of action in the Owner of such Lot.

4.2.2 **Encroachments.** Each Lot and all Common Areas shall have an easement over all adjoining Lots and Common Areas for the purpose of accommodating any present or future encroachment as a result of engineering errors, construction, reconstruction, repairs, settlement, shifting or movement of any portion of the Property, or any other similar cause, and any encroachment due to building overhang or projection. There shall be valid easements for the maintenance of the encroaching Units and Common Areas so long as the encroachments shall exist, and the rights and obligations of Owners shall not be altered in any way by the encroachment. The encroachments described in this section shall not be construed to be encumbrances affecting the marketability of title to any Lot. Nothing in this section shall relieve an Owner of liability in the case of the Owner's willful misconduct.

4.2.3 **Utilities.** Each Lot shall be subject to an easement under and across that portion of the Lot not occupied by the Unit for installation, maintenance and use of power, gas, electric, water and other utility and communication lines and services and for meters measuring such services.

4.2.4 **Land Outside Units.** The Association shall have an easement over all portions of each Lot, other than the portion occupied by a Unit, for installation, operation, maintenance and use of landscaping, and other facilities for the use and benefit of the Owners within Westfield Place, consistent with the other terms of this Declaration.

4.3 **Party Walls.** Each wall which is built as a part of the original construction of the dwellings within the Property and placed adjacent to the property line between Lots shall constitute a "party wall, " and the following provisions shall apply:

4.3.1 **General Rules of Law to Apply.** The general rules of law of the State of Washington regarding party walls and of liability for property damage due to negligence or willful acts or omissions shall apply to all such party walls, to the extent such rules are not inconsistent with the provisions of this section.

4.3.2 **Sharing of Repair and Maintenance.** Reasonable repairs and maintenance of a party wall shall be performed by the Association.

4.3.3 **Destruction by Fire or Other Casualty.** If the party wall is destroyed or damaged, then the Association shall restore it to its former condition.

4.3.4 **Weatherproofing.** Notwithstanding any other provision of this Section 4.3, an Owner who by Owner's negligent or willful act causes the party wall to be exposed to the elements shall bear the cost of furnishing the necessary protection against such elements to the extent such cost is not covered by the Association's insurance policy.

## ARTICLES RESTRICTIONS ON USE

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

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

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

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

5.5 **Vehicles in Disrepair.** No Owner shall permit any vehicle which is in an extreme state of disrepair to be abandoned or to remain parked upon any Lot, or on the Common Area for a period in excess of 48 hours, unless kept within a garage. A vehicle shall be deemed to be in an "extreme state of disrepair" when, in the opinion of the Board of Directors of the Association, due to its appearance or continued inoperability its presence reasonably offends the occupants of the neighborhood. Should any Owner fail to remove such vehicle within five days following the date on which notice is mailed to said Owner by the Association, the Association may have the vehicle removed from the Property and charge the expense of such removal to the Owner in addition to the Assessments made upon the Owner in accordance with this Declaration. Any vehicle parked in violation of this section can be towed or impounded as provided in Section 10.1.3 below.

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

5.7 **Animals.** No domestic or exotic animals, livestock, or poultry of any kind shall be raised, kept or permitted within the Property or any part thereof, except a reasonable number of domestic dogs, cats, or other household pets kept within a Unit and which are reasonably controlled so as not to be a nuisance: No such dogs, cats, or household pets shall be permitted to run at large nor shall be kept, bred or raised for commercial purposes. Any inconvenience, damage, or unpleasantness caused by such pets shall be the responsibility of the respective Owners thereof. All dogs shall be kept on a leash while outside a Unit. An Owner or occupant

may be required to remove a pet upon receipt of the third written notice from the Board of Directors of the Association of violations of any rule, regulation, or restriction governing pets within the Property.

5.8 **Appearance.** No part of any Lot or any part of the Common Areas shall be used or maintained as a dumping ground for rubbish, trash, garbage, or other waste. Trash, garbage, or other wastes shall be kept only in individual, sanitary containers or receptacles. The containers may be placed where visible only on the day of the week that trash pick-up is to occur.

5.9 **Antennas and Service Facilities.** Exterior antennas and satellite receivers and transmission dishes are prohibited, except to the extent expressly mandated by rules adopted by the Federal Communication Commission. Specifically, ham radio antennas, satellite dishes one meter or larger, television antennas on masts 12 feet or higher, and multi-point distribution antennas more than one meter or on masts 12 feet or higher are prohibited. To the extent permitted by Federal Communication Commission rules, the Board of Directors may require all other antennas and dishes to be hidden from view from streets and adjoining dwellings. No outside clotheslines or similar service facilities may be installed without the prior written approval of the Board of Directors of the Association.

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

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

5.12 **Alterations.** Exterior painting, maintenance and roof repair or replacement will be performed by the Association to the extent provided in Section 7.1 below. Owners are expressly prohibited from painting or changing the exterior of a building or other structure after original construction without the written permission of the Board of Directors of the Association. No structure may be installed outside of Units except structures, including without limitation fences, installed by Declarant or the Association or installed by an Owner with written approval of the Board of Directors of the Association.

5.13 **Insurance.** Nothing shall be done or kept in any Lot or Common Area that will increase the cost of insurance on the Units or Common Areas. No Owner shall permit anything to be done or kept in Owner's Unit or in the Common Areas which will result in cancellation of insurance on any Lot or any part of the Common Areas.

5.14 **Leasing and Rental of Units.** No Owner may lease or rent Owner's Unit for a period of less than 30 days. All leases or rentals shall be by written lease agreement, which shall provide that the terms of the lease shall be subject in all respects to the provisions of the Governing Documents, and that any failure by the lessee or tenant to comply with the terms of such documents shall be a default under the lease. If the Board of Directors finds that a lessee or tenant has violated any provision of such documents or the Rules and Regulations, the Board may require the Owner to terminate such lease or rental agreement. Other than the foregoing, there is no restriction on the right of any Owner to lease or rent the Owner's Unit.

5.15 **Parking.** No vehicle of any kind shall be parked on the private roads or drives within the Property, except in designated parking spaces. Vehicles parked in violation of this Declaration or the Rules and Regulations may be towed and stored at the direction of the Board of Directors of the Association, with the expense charged to the Owner.

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

5.17 **Landscape.** All landscape installation and maintenance within front-, side-, or rear-yards facing the public right-of-way and Tract A will be performed by the Association. An Owner may not change the landscaping or install additional landscaping in these areas without the prior written approval of the Board of Directors of the Association. The Association will not provide irrigation of the landscaping.

5.18 **Fences.** Fences must be six feet in height; constructed of materials approved by the Board of Directors or provided for in the Rules and Regulations; and consistent with the color scheme adopted by the Board of Directors in the Rules and Regulations. No fence may be installed without the prior written approval of the Board of Directors of the Association.

5.19 **Storm Easement.** All Owners' use of that portion of a Lot burdened by the 10-foot private storm easement described in Article 3 must be consistent with the continuing use of that portion of the Lot as a private storm facility.

5.20 **Shared Driveways.** As indicated on the Westfield Place plat, driveways are shared by Lots 1-4, Lots 25-28, and Lots 41-44.

5.21 **Rules and Regulations.** In addition, the Association from time to time may adopt, modify or revoke such Rules and Regulations governing the conduct of persons and the operation and use of the Lots, Units and the Common Areas as it may deem necessary or appropriate in order to assure the peaceful and orderly use and enjoyment of the Property. A copy of the Rules and Regulations, upon adoption, and a copy of each amendment, modification, or revocation thereof, shall be furnished by the Association Board of Directors to each Owner. The Rules and Regulations may be adopted by the Board of Directors of the Association, except as may be otherwise provided in the Bylaws of the Association.

**ARTICLE 6  
ASSOCIATION**

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

6.2 **Organization.** Before the first Lot is conveyed to an Owner, Declarant shall organize the Association as a nonprofit corporation under the general nonprofit corporation laws of the State of Washington. The Articles of Incorporation of the Association shall provide for its perpetual existence, but in the event the Association is at any time dissolved, whether inadvertently or deliberately, it shall automatically be succeeded by an unincorporated association of the same name. In that event, the assets of the Association shall be dedicated to a public body, or all of the property, powers and obligations of the incorporated association existing thereupon shall automatically vest in a successor unincorporated nonprofit association. Such vesting shall thereafter be confirmed and evidenced by appropriate conveyances and assignments by the incorporated Association. To the greatest extent possible, any successor, unincorporated association shall be governed by the Articles of Incorporation and Bylaws of the Association as if they had been made to constitute the governing documents of the unincorporated association.

6.3 **Membership.** Every Owner of one or more Lots within the Property shall, immediately upon creation of the Association and thereafter during the entire period of such Owner's ownership of one or more Lots within the Property, be a member of the Association. Such membership shall commence, exist and continue simply by virtue of such ownership, shall expire automatically upon termination of such ownership, and need not be confirmed or evidenced by any certificate or acceptance of membership.

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

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

6.4.2 **Class B.** The Class B member shall be the Declarant and shall be entitled to three votes for each Lot owned. The Class B membership shall cease and be converted to Class A membership upon the earlier of:

6.4.2.1 When all of the Lots in Westfield Place have been sold and conveyed to Owners other than a successor Declarant; or

6.4.2.2 At such earlier time as Declarant may elect to terminate such special voting rights.



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

6.6 **Interim Board; Turnover Meeting.** Declarant shall have the right to name an interim board of no more than three directors, who shall be named in the Association's Articles of Incorporation. Said directors shall serve as the Board of Directors of the Association until replaced by Declarant or their successors have been elected by the Owners at the turnover meeting described in this section. Declarant shall call a meeting of the Association for the purpose of turning over administrative responsibility for the Property to the Association not later than 90 days after termination of the Class B membership as provided in Section 6.4.2 above. At the turnover meeting, the interim directors shall resign and their successors shall be elected by the Owners as provided in the Bylaws of the Association. If the Declarant fails to call the turnover meeting as required by this section, any Owner or Mortgagee of a Lot may call the meeting by giving notice as provided in the Bylaws.

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

## **ARTICLE 7 MAINTENANCE, SERVICES, CONDEMNATION, DAMAGE**

7.1 **Exterior Maintenance.** The Association shall provide exterior maintenance upon each Unit as follows: paint, repair, replace and care for roofs, roof overhangs, eaves, gutters, downspouts, exterior building surfaces, exterior lights (except light bulbs) and other exterior improvements. Such exterior maintenance does not include repair or replacement of exterior light bulbs, doors, windows, and other glass surfaces, except to the extent of the proceeds of the Association's insurance. The Association shall also maintain party walls as provided in Section 4.3 and all landscaping described in Section 5.17. By policy resolution, the Board of Directors of the Association may clarify the Association's maintenance obligations or identify other elements to be maintained by the Association, but at a minimum, the Association will provide for ongoing inspection and maintenance consistent with the Maintenance Plan provided in Exhibit "C" to this Declaration. The cost of such maintenance by the Association shall be a common expense paid out of Assessments described in Article 9. In the event, however, the need for such maintenance or repair is caused by the willful or negligent act or omission of an Owner, Owner's family, tenants, guests or invitees, and to the extent such maintenance or repair is not covered by the Association's insurance policy, the costs of such maintenance and repair may, in the discretion of the Board of Directors, be charged to the Owner as an Individual Assessment. Furthermore, in the event that any portion of the exterior of a Unit is a custom

addition made by an Owner after the Owner acquired title to the Unit, the costs of the maintenance and repair of such portion shall be charged to the Owner as an Individual Assessment.

7.2 **Maintenance of Streetscape.** The Association shall maintain the sidewalks and landscaping within the right of way of streets adjoining the Property, including street trees, consistent with City ordinances.

7.3 **Maintenance of Landscape.** The Association shall maintain all landscaping described in Section 5.17 and all trees to which the Tree Maintenance Agreement recorded under Auditor's File Number applies. Individual Owners are responsible for the installation and maintenance of other landscaping on each Lot. Irrigation shall not be provided or maintained by the Association.

7.4 **Maintenance of Tract "A" and Shared Driveways.** The Association shall maintain the private road (Tract "A") and the driveways shared by Lots 1-4, Lots 25-28, and Lots 41-44. The cost of this maintenance is a common expense paid out of the Assessments described in Article 9.

7.5 **Maintenance of Utilities.** The Association shall perform or contract to perform maintenance of any private utilities, such as sanitary sewer service lines, domestic water service lines and storm drainage easements, piping, structures, bioswales and water quality ponds located in public easements within the Property or in the Common Areas or Lots. The Association's maintenance of the 10-foot storm easement described in Article 3 shall be limited to that maintenance required to ensure the continuing utility of the stormwater facility. Individual owners are responsible for all other maintenance of that portion of a Lot burdened by the storm easement. Each Owner shall maintain at such Owner's expense utility lines to the extent located within the Unit.

7.6 **Utilities and Services.** The Association may provide or contract for such utilities and services as the Board of Directors may reasonably deem to be of benefit to the Property, including, without limitation, cable, telecommunications, garbage and trash removal and security services.

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

property, and contents of Lots and Units resulting from acts of third parties and releases the Association, its board of directors and committees, any managing agent retained by the Association, Declarant, and any successor Declarant from any liability therefor.

7.8 **Access at Reasonable Hours.** For the purpose solely of performing the maintenance and services provided for in this Article 7, the Association, through its duly authorized agents or employees, shall have the right, after reasonable notice to the Owner, to enter upon any Lot or exterior of the dwelling thereof at reasonable hours. The Association shall also have a right of entry for purposes of effecting emergency repairs or action to prevent imminent damage or injury to other Units, to other Owners and their guests or invitees, or to the Common Areas. In such instances, the Association shall give notice by telephone if reasonably possible before entry.

7.9 **Condemnation.** If any portion of the Common Areas is made the subject matter of any condemnation or eminent domain proceeding or is otherwise sought to be acquired by a condemning authority, notice of the proceeding or proposed acquisition shall promptly be given to each Owner and to each Mortgagee. The Association shall represent the Owners in any condemnation proceeding or in negotiations, settlements and agreements with the condemning authority for acquisition of any portion of the Common Areas and each Owner appoints the Association to act as the Owner's other attorney-in-fact for such purposes. All compensation, damages or other proceeds of the taking of Common Areas shall be payable to the Association. Proceeds shall first be applied to restore or repair any remaining Common Area, including a structure on Common Area that may be required to permit the continued enjoyment of such Common Area. Thereafter, the Association shall deposit such sums in the Operations Fund or apply these sums to such capital improvements as shall be authorized pursuant to Section 9.5 of this Declaration.

7.10 **Damage or Destruction by Casualty.** In the event of damage or destruction which affects a material portion of the Property, timely written notice shall be given to the Owners and their Mortgagees, and the following provisions shall apply:

7.10.1 In the event of damage or destruction by casualty of any structures erected on the Common Areas or to the structure, roof or exterior of any Unit, the damage or destruction shall be repaired, reconstructed, or rebuilt unless, within 14 days of such damage or destruction, the Board of Directors or more than 10 percent of the Owners shall have requested a special meeting of the Association. Such special meeting must be held within 30 days of the date of damage or destruction. At the time of such meeting, unless 75 percent of the Owners, whether in person, by writing or by proxy, with the approval of 75 percent or more of the Mortgagees if and as required by this Declaration, vote not to repair, reconstruct or rebuild the damaged property, the damage or destruction shall be repaired, reconstructed or rebuilt, with the work commencing as soon as reasonably possible. In the event any portion of the insurance proceeds paid to the Association are not used to repair, reconstruct or rebuild the damaged or destroyed Common Areas or Units, the Association shall distribute the proceeds attributable to Units to the Owners and Mortgagees thereof, as their interests may appear. The proceeds attributable to Common Areas shall be deposited in the Operations Fund or applied to such capital improvements as shall be authorized pursuant to Section 9.5 of this Declaration. If the insurance proceeds are not

sufficient to pay the entire cost, the Board of Directors, if necessary, may assess the Owner of each Unit such additional amounts as required to pay the cost of restoration.

7.10.2 If, due to act or neglect of an Owner or a member of the Owner's family, Owner's household pet, or of a guest or other unauthorized occupant or visitor of such Owner, damage shall be caused to the Common Areas or maintenance, repairs or replacements shall be required which would otherwise be a common expense, then such Owner shall pay for such damage and such maintenance, repairs or replacements as may be determined by the Association, to the extent not covered by the Association's insurance, as an Individual Assessment.

7.11 **Maintenance by Owner.** Each Owner shall be responsible for maintaining the Owner's Unit and Lot, to the extent such maintenance is not the responsibility of the Association under Sections 7.1, 7.2, 7.3, 7.4, 7.5, and 7.10 above, in a clean and attractive condition, in good repair and in such fashion as not to create a hazard. Such maintenance responsibility shall include, but not be limited to, the following:

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

7.11.2 Maintain exterior window casements, sashes and frames, window screens, storm windows and exterior doors, but not including painting or staining of the exterior of the same;

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

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

7.11.5 Maintain landscaping according to Section 7.3, including that portion of a Lot burdened by the 10-foot storm easement; and

7.11.6 Maintain in good condition, repair, and replace as necessary any fences installed according to Article 5.

## **ARTICLE 8 INSURANCE**

8.1 **Required Policies.** Commencing not later than the time of the first conveyance of a Lot to any person other than a Declarant, the Association shall maintain, to the extent reasonably available:

8.1.1 Casualty insurance on the exterior of all of the Units, from the drywall to the exterior and party walls, as described in Section 7.1, the Common Areas, and fixtures, building service equipment, and common personal property and supplies owned by the Association, and that may, but need not, include equipment, improvements, and betterments in a

Unit installed by the Declarant or the Unit Owners unless required by Mortgagees, insuring against all risks of direct physical loss normally insured against under a standard fire and extended coverage endorsement, and all other perils customarily covered for similar types of projects, including those covered by a standard "all risk" endorsement. The total amount of insurance after application of any deductibles shall not be less than one hundred percent (100%) of the current replacement cost of the insured property at the time the insurance is purchased and at each renewal date, exclusive of land, excavations, foundations, and other items normally excluded from casualty policies and subject to deductibles. The policy shall contain a construction code endorsement to the extent the applicable building codes require changes to undamaged portions of the Unites) when only a part of the Unites) is destroyed by an insured hazard;

8.1.2 Comprehensive general liability insurance for the Association that provides coverage for bodily injury and property damage resulting from the operation, maintenance, or use of the Common Areas in an amount of at least One Million Dollars (\$1,000,000) for any single occurrence and that contains a specific endorsement to preclude the insurer's denial of a Lot Owner's claim because of the negligent act of the Association or other Lot Owners;

8.1.3 Directors' and officers' liability insurance;

8.1.4 Workers' compensation insurance to the extent required by applicable laws;

8.1.5 If required by the Board or any Mortgagee, a fidelity bond naming the members of the Board, the Manager and its employees, and such other persons as may be designated by the Board as principals and the Association as obligee, in an amount at least equal to the greater of (i) three (3) months' aggregate Assessments for all Units plus reserves, or (ii) the maximum funds that are expected to be within the Association's custody or control. The bond shall contain waivers of any defense based upon the exclusion of persons who serve without compensation from any definitions of "employee" or similar expression. The bond shall cover all persons who handle or are responsible for funds that the Association holds or administers, whether or not such person receives compensation for services and shall name the Association as the obligee. The bond shall cover the maximum funds that will be in the custody of the Association at any given time during the period in which the bond is enforced. Additionally, the Board shall ensure that any Manager is covered by its own fidelity bond paid for by the Association; and

8.1.6 Insurance against loss of personal property of the Association by fire, theft and other losses with deductible provisions as the Board deems advisable.

8.2 **Coverage Not Available.** If the casualty insurance described in this Article is not reasonably available, or is modified, canceled, or not renewed, the Association shall promptly cause notice of that fact to be hand delivered or sent prepaid by first class United States mail to all Lot Owners and to each Mortgagee to whom a certificate or memorandum of insurance has been issued, at their respective last known addresses.

8.3 **Required Provisions.** Insurance policies carried pursuant to this Article shall:

8.3.1 Provide that the Association is the named insured, and that each Lot Owner is an insured under the policy with respect to liability arising out of the Lot Owner's interest in the Common Areas or membership in the Association;

8.3.2 Provide that the insurer waives its right to subrogation under the policy as to any and all claims against the Association, the Owner of any Lot and/or their respective agents, employees or tenants, and members of their household, and of any defenses based upon coinsurance or upon invalidity arising from the acts of the insured;

8.3.3 Provide that no act or omission by any Lot Owner, unless acting within the scope of the Lot Owner's authority on behalf of the Association, nor any failure of the Association to comply with any warranty or condition regarding any portion of the premises over which the Association has no direct control, will void the policy or be a condition to recovery under the policy;

8.3.4 Provide that if, at the time of a loss under the policy, there is other insurance in the name of a Lot Owner covering the same risk covered by the policy, the Association's policy provides primary insurance, and that the liability of the insurer thereunder shall not be affected by, and the insurer shall not claim any right to set-off, counterclaims, apportionment, proration, contribution or assessment by reason of, any other insurance obtained by or for a Lot Owner or any Mortgagee;

8.3.5 Provide that, despite any provision giving the insurer the right to restore damage in lieu of a cash settlement, such option shall not be exercisable without the prior written approval of the Association, or when in conflict with the provisions of any insurance trust agreement to which the Association is a party, or any requirement of law; and that insurance trust agreements will be recognized;

8.3.6 Contain standard mortgagee clauses that name Mortgagees and their successors and assigns. Provide at least ten (10) days' prior written notice to the insureds before the policy may be canceled or substantially modified. Contain no provision (other than insurance conditions) that will prevent Mortgagees from collecting insurance proceeds; and

8.3.7 Contain, if available, an agreed amount and inflation guard endorsement.

8.4 **Claims Adjustment.** Any loss covered by the property insurance under this Article must be adjusted with the Association, and each Lot Owner, by acquiring its Lot subject to this Declaration, appoints the Association as the Lot Owner's attorney-in-fact for such purposes. The insurance proceeds are payable to any insurance trustee designated for that purpose, or otherwise to the Association, and not to any holder of a Mortgage. The insurance trustee or the Association shall hold any insurance proceeds in trust for the Lot Owners and lienholders as their interests may appear. Subject to the provisions of the Act, the proceeds must be disbursed first for the repair or restoration of the damaged property, and Lot Owners and lienholders are not entitled to receive payment of any portion of the proceeds unless there is a surplus of proceeds after the property has been completely repaired.

8.5 **Lot Owner's Additional Insurance.** By virtue of taking title to a Lot subject to the terms of this Declaration, each Lot Owner covenants and agrees with all other Lot Owners and with the Association that each Lot Owner shall carry blanket all-risk casualty insurance on its Lot(s) and structures constructed thereon meeting the same requirements as set forth in this Declaration for insurance on the Common Areas, unless the Association carries such insurance on a Unit. Each Lot Owner further covenants and agrees that in the event of a partial loss or damage resulting in less than the total destruction of structures comprising its Lot(s), the Lot Owner shall proceed promptly to repair or to reconstruct the damaged structure in a manner consistent with the original construction or such other plans and specifications as are approved in accordance with this Declaration. The Lot Owner shall pay any costs of repair or reconstruction that are not covered by insurance proceeds.

8.6 **Certificate.** An insurer that has issued an insurance policy under this Article shall issue certificates or memoranda of insurance to the Association and, upon written request, to any Lot Owner or holder of a Mortgage. The insurer issuing the policy may not modify the amount or the extent of the coverage of the policy or cancel or refuse to renew the policy unless the insurer has complied with all applicable provisions of RCW Ch. 48.18 pertaining to the cancellation or nonrenewal of contracts of insurance. The insurer shall not modify the amount or the extent of the coverage of the policy, or cancel or refuse to renew the policy, without complying with the requirements of the Act.

8.7 **Notification Upon Sale of Lot.** Promptly upon conveyance of a Lot, the new Lot Owner shall notify the Association of the date of the conveyance and the Lot Owner's name and address. The Association shall notify each insurance company that has issued an insurance policy to the Association for the benefit of the Lot Owners of the name and address of the new Lot Owner and request that the new Lot Owner be made a named insured under such policy.

## **ARTICLE 9 ASSESSMENTS**

9.1 **Purpose of Assessments.** The Assessments levied by the Association shall be used exclusively to promote the recreation, health, safety, and welfare of the Owners and occupants of the Property and for the improvement, operation, and maintenance of the Common Areas and other areas to be maintained by the Association.

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

9.3 **Apportionment of Assessments.** Lots owned by Declarant shall not be subject to Annual Assessments, Special Assessments, or Emergency Assessments until such time as the Unit located on the Lot is occupied for residential use, except that Annual Assessments for reserves as described in Section 9.10.2 below shall begin accruing for all Lots in the Property, including Lots owned by Declarant, from the date the first Lot in the Property is conveyed. All Lots in any Additional Property shall be subject to Annual Assessments for reserves when the first Lot in such Additional Property is conveyed. Declarant, however, may defer payment of the accrued reserve Assessments for a Lot until the date the Lot is conveyed. The books and records

of the Association shall reflect the amount owing from the Declarant for all reserve Assessments. Declarant may elect to delay collection of Annual Assessments against all Lots, but in such case shall pay all common expenses of the Association until such Assessments commence. No Owner by the Owner's own action may claim exemption from liability for contribution towards common expenses by waiver by the Owner of use of enjoyment of any of the Common Area or by abandonment by the Owner of the Owner's Lot. An Owner may not claim an offset against an Assessment for failure of the Association to perform its obligations, and no Owner may offset amounts owing, or claimed to be owing, by the Association or Declarant to the Owner. All Lots subject to Assessment shall pay an equal pro rata share of the Annual Assessments, Special Assessments, and Emergency Assessments commencing upon the date the Lot becomes subject to Assessment. On the initial sale of a lot the annual assessment for that year shall be collected at closing and pro-rated where necessary and each year thereafter the annual assessment shall be due in a lump sum payment upon receipt of notice from the Board.

9.4 **Annual Assessments.** The Board of Directors of the Association shall from time to time and at least annually prepare an operating budget for the Association, taking into account the current costs of maintenance and services and future needs of the Association, any previous over Assessment, and any common profits of the Association. The budget shall take into account the number of Lots subject to assessment as of the first day of the fiscal year for which the budget is prepared and the number of Lots reasonably anticipated to become subject to assessment during the fiscal year. The budget shall provide for such reserve or contingency funds as the Board deems necessary or as may be required by law, but not less than the reserves required by Section 9.10 below. Annual Assessments for such operating expenses and reserves ("Annual Assessments") shall then be apportioned among the Lots as provided in Section 9.3 above. Within 30 days after adopting the annual budget, the Board of Directors shall provide a summary of the budget to all Owners. If the Board of Directors fails to adopt an annual budget, the last adopted budget shall continue in effect.

9.5 **Special Assessments.** In addition to the Annual Assessment authorized above, the Board of Directors may levy during any fiscal year a Special Assessment applicable to that year only for the purpose of deferring all or any part of the cost of any construction or reconstruction, unexpected repair, or acquisition or replacement of a described capital improvement, or for any other one-time expenditure not to be paid for out of Annual Assessments ("Special Assessment"). Special Assessments for acquisition or construction of new capital improvements or additions which in the aggregate in any fiscal year exceed an amount equal to 15 percent of the budgeted gross expenses of the Association for the fiscal year may be levied only if approved by a majority of the Owners voting on such matter, together for acquisition or construction of new capital improvements or additions with the written consent of the Class B member, if any. Prior to the turnover meeting described in Section 6.6, any Special Assessment for acquisition or construction of new capital improvements or additions must be approved by not less than 50 percent of the Class A voting rights, together with the written consent of the Class B member. Special Assessments shall be apportioned as provided in Section 9.3 above and may be payable in lump sum or in installments, with or without interest or discount, as determined by the Board of Directors.

9.6 **Emergency Assessments.** If the Annual Assessments levied at any time are or will become inadequate to meet all expenses incurred under this Declaration for any reason,



including nonpayment of any Owner's Assessments on a current basis, the Board of Directors of the Association shall immediately determine the approximate amount of such inadequacy and issue a supplemental budget, noted as to the reason therefor, and levy an emergency assessment for the amount required to meet all such expenses on a current basis ("Emergency Assessment"). Emergency Assessments shall be apportioned as set forth in Section 9.3 above and payable as determined by the Board of Directors.

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

9.8 **Working Fund Assessments.** Upon the first sale of a Lot to a purchaser other than a successor Declarant and upon any subsequent sale of the Lot, the purchaser shall pay to the Association a working fund assessment equal to two months' of the Annual Assessment in effect on the date of purchase applicable to the Lot (the "Working Fund Assessment"). The Board of Directors of the Association may deposit Working Fund Assessments either in the Operations Fund or in the Reserve Fund, at the discretion of the Board.

9.9 **Operations Fund.** The Association shall keep all funds received by it as Assessments, other than reserves described in Section 9.10.2 or Working Fund Assessments deposited in the Reserve Fund as described in Section 9.8, separate and apart from its other funds, in a bank account in the name of the Association to be known as the "Operations Fund." All expenses of the Association shall be paid from the Operations Fund or the Reserve Fund. The Association shall use such fund exclusively for the purpose of promoting the recreation, health, safety and welfare of the residents within the Property and in particular for the improvement and maintenance of properties, services and facilities devoted to this purpose and related to the use and enjoyment of the Common Areas and of the Lots situated upon the Property, including but not limited to:

9.9.1 Payment of the cost of maintenance, utilities, and services as described in Article 7;

9.9.2 Payment of the cost of any property or liability insurance maintained by the Association;

9.9.3 Payment of taxes assessed against the Common Areas and any improvements thereon;

9.9.4 Payment of the cost of water service, sewer service, and garbage and trash disposal for the Common Areas or which are commonly billed; and

9.9.5 Payment of the cost of other services which the Association deems to be of general benefit to the Owners, including but not limited to accounting, legal and secretarial services.

9.9.6 In the event any condemnation of a portion of the Common Areas should result in a surplus in the Operations Fund not needed for payment of the other items described in this section, such surplus shall be divided by the number of units within the Property and such amounts paid equally to the Mortgagee in first position on each Lot, or if none, to the Owner of the Lot.

9.10 **Reserve Fund.**

9.10.1 **Establishment of Account.** The Declarant shall establish a bank account in the name of the Association for replacement of common properties which will normally require replacement in whole or in part in more than three and less than 30 years and for exterior painting if the Common Areas or other property to be maintained by the Association include exterior painted surfaces (the "Reserve Fund"). The Reserve Fund need not include those items that could reasonably be funded from operating Assessments.

9.10.2 **Funding of Reserve Fund.** The Reserve Fund shall be funded by Assessments against the individual Lot assessed for maintenance of the items for which the Reserve Fund is being established, which sums shall be included in the regular monthly Annual Assessment for the Lot. The amount assessed shall take into account the estimated remaining life of the items for which the reserve is created and the current replacement cost of such items. The Reserve Fund shall also include Working Fund Assessments to the extent so allocated by the Board of Directors pursuant to Section 9.8. The Board of Directors of the Association is responsible for administering the Reserve Fund and depositing Assessments into it. Upon the purchase of a Lot by an initial or subsequent purchaser, Purchaser shall pay, for placement in the Reserve Fund, an amount equal to two months' of the Annual Assessment in effect on the date of purchase applicable to the Lot.

9.10.3 **Reserve Studies.** The amount of the reserve payments shall be adjusted at least annually to recognize changes in current replacement costs over time. The Board of Directors annually shall conduct a reserve study, or review and update an existing study, of the Common Areas and other property maintained by the Association to determine the Reserve Fund requirements. A Reserve Fund shall be established for those items of the Common Areas and other property maintained by the Association for all or part of which will normally require replacement in more than three and less than 30 years, for exterior painting if the Common Areas or any other property maintained by the Association include exterior painted surfaces, and for the maintenance, repair or replacement of other items the Board of Directors, in its discretion, may deem appropriate. The reserve study shall include:

9.10.3.1 Identification of all items for which reserves are to be established;

9.10.3.2 The estimated remaining useful life of each item as of the date of the reserve study;

9.10.3.3 An estimated cost of maintenance, repair or replacement of each item at the end of its useful life; and

9.10.3.4 A 30-year plan with regular and adequate contributions, adjusted by estimated inflation and interest earned on reserves, to meet the maintenance, repair and replacement schedule.

9.10.4 **Use of Reserve Fund.** The Reserve Fund shall be used only for maintenance, repair, and replacement of Common Areas and other property maintained by the Association for which the reserves have been established and shall be kept separate from other funds. After the turnover meeting described in Section 6.6, however, the Board of Directors may borrow funds from the Reserve Fund to meet high seasonal demands on the regular Operating Funds or to meet other temporary expenses which will later be paid from Annual Assessments, Special Assessments, or Emergency Assessments. Nothing in this section shall prohibit prudent investment of the reserve account. Following the second year after the turnover meeting, future Assessments for the Reserve Fund may be reduced, eliminated or decreased by an affirmative vote of not less than 75 percent of the voting power of the Association. Assessments paid into the Reserve Fund are the property of the Association and are not refundable to sellers or Owners of Lots. Sellers of the Lots, however, may treat their outstanding share of the Reserve Fund as a separate item in any sales agreement.

9.11 **Creation of Lien and Personal Obligation of Assessments.** Declarant, for each Lot owned by it within the Property, does hereby covenant, and each Owner of any Lot by acceptance of a conveyance thereof, whether or not so expressed in any such conveyance, shall be deemed to covenant to pay to the Association all Assessments or other charges as may be fixed, established and collected from time to time in the manner provided in the Governing Documents of the Association. Such Assessments and charges, together with any interest, expenses or attorney's fees imposed pursuant to Section 10.5, shall be a charge on the land and shall be a continuing lien upon the Lot against which each such Assessment or charge is made. Such Assessments, charges, and other costs shall also be the personal obligation of the person who was the Owner of such Lot at the time when the Assessment or charge fell due. Such liens and personal obligations shall be enforced in the manner set forth in Article 10 below.

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

## **ARTICLE 10 ENFORCEMENT**

10.1 **Violation of Protective Covenants.** In the event any Owner shall violate any provision of the Governing Documents, then the Association acting through its Board of Directors shall notify the Owner in writing of any such specific violations. If the Owner is unable, unwilling or refuses to comply with the Association's specific directives for remedy or abatement, or the Owner and the Association cannot agree to a mutually acceptable solution within the framework and intent of this Declaration, then the Association acting through its Board of Directors shall, after notice and opportunity to be heard, have the right to do any or all of the following:

10.1.1 Assess reasonable fines against such Owner in the manner and amount the Board deems appropriate in relation to the violation, which fines shall constitute Individual Assessments for purposes of this Declaration;

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

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

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

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

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

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

10.2.2 The Association shall have a lien against each Lot for any Assessment levied against the Lot, including any fines or other charges imposed under any Governing Document against the Owner of the Lot.

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

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

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

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

10.5 **Interest.** Late Charges and Expenses. Any amount not paid to the Association when due in accordance with this Declaration shall bear interest from the due date until paid at a rate three percentage points per annum above the prevailing prime rate of the Association's principal bank as of the due date, or such other rate as may be established by the Board of Directors, but not to exceed the lawful rate of interest under the laws of the State of Washington. A late charge may be charged for each delinquent Assessment in an amount established from time to time by resolution of the Board of Directors of the Association not to exceed 30 percent of such Assessment. In the event the Association shall file a notice of lien, the lien amount shall also include the recording fees associated with filing the notice and a fee for preparing the notice of lien established from time to time by resolution of the Board of Directors of the Association.

10.6 **Costs and Attorney's Fees.** In the event the Association shall bring any suit or action to enforce any Governing Document, or to collect any money due thereunder or to foreclose a lien, the Owner-defendant shall pay to the Association all costs and expenses incurred by it in connection with such suit or action, including a litigation guaranty report issued by a title company doing business in Clark County Washington, and the prevailing party in such suit or action shall recover such amount as the court may determine to be reasonable as attorney's fees at trial and upon any appeal or petition for review thereof.

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

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

## **ARTICLE 11 DISPUTE RESOLUTION**

11.1 **Mediation/Arbitration.** Any claim, controversy or dispute by or among Declarant, Association, or one or more Owners, or any of them, arising out of or related to this Declaration or any other Governing Document shall be first subject to mediation and, if not timely settled by mediation, resolved by arbitration in accordance with this Article 11. At any time, a party may opt to forego mediation and submit the matter directly to arbitration as provided herein. The decisions and award of the arbitrator shall be final, binding, and nonappealable. The arbitration shall be conducted in Clark County, Washington pursuant to the arbitration statutes of the State of Washington and any arbitration award may be enforced by any court with jurisdiction. Filing for arbitration shall be treated the same as filing in court for purposes of meeting any applicable statute of limitations or for purposes of filing a notice of pending action ("lis pendens").

11.2 **Selection of Arbitrator.** The arbitration shall be conducted by a single arbitrator selected by mutual agreement of the parties. The arbitrator selected shall be neutral and unbiased, except to the extent the arbitrator's prior relationship with any party is fully disclosed and consented to by the other party or parties. If the parties are unable to agree upon the

arbitrator within ten days after a party's demand for arbitration, upon application of any party. the Presiding Judge of the Superior Court of Clark County, Washington shall designate the arbitrator.

11.3 **Consolidated Arbitration.** Upon demand by any party, claims between or among the parties and third parties shall be submitted in a single. consolidated arbitration.

11.4 **Discovery.** The parties to the arbitration shall be entitled to such discovery as would be available to them in an action in Clark County Superior Court. The arbitrator shall have all of the authority of the Court incidental to such discovery, including without limitation authority to issue orders to produce documents or other materials, to issue orders to appear and submit to deposition, and to impose appropriate sanctions including without limitation award against a party for failure to comply with any order.

11.5 **Evidence.** The parties to the arbitration may offer such evidence as they desire and shall produce such additional evidence as the arbitrator may deem necessary for an understanding and determination of the dispute. The arbitrator shall determine the admissibility of the evidence offered. All evidence shall be taken in the presence of the arbitrator and all of the parties, except where any of the parties is absent in default or has waived its right to be present.

11.6 **Excluded Matters.** Notwithstanding the foregoing, the following matters shall not be subject to mediation or arbitration under this Article 11 (but shall be subject to the applicable provisions of Section 11.7 below): (a) actions relating to the collection of fees, Assessments, fines and other charges imposed or levied by the Association (other than disputes as to the validity or amount of such fees, Assessments, fines or charges, which disputes shall be subject to mediation/arbitration as provided above), and (b) actions to enforce any order, decision or award rendered by arbitration pursuant to this Article 11. The filing of a lis pendens or the application to any court for the issuance of any provisional process or similar remedy described in the Washington or Federal Rules of Civil Procedure shall not constitute a waiver of the right or duty to utilize the procedures specified in this Article II.

11.7 **Costs and Attorney's Fees.** The fees of any mediator and the costs of mediation shall be divided and paid equally by the parties. Each party shall pay its own attorney's fees and costs in connection with any mediation. The fees of any arbitrator and the costs of arbitration shall be paid by the non-prevailing party or parties; if none, such fees and costs shall be divided and paid equally by the parties. Should any suit, action or arbitration be commenced in connection with any dispute related to or arising out of any of the Governing Documents. to obtain a judicial construction of any provision of any of the Governing Documents. to rescind this Declaration or any other Governing Document, or to enforce or collect any judgment or decree of any court or any award obtained during arbitration, the prevailing party shall be entitled to recover its costs and disbursements. together with such investigation, expert witness and attorney's fees incurred in connection with such dispute, as the court or arbitrator may adjudge reasonable, at trial, in the arbitration, upon any motion for reconsideration, upon petition for review, and on any appeal of such suit, action or arbitration proceeding. The determination of who is the prevailing party and the amount of reasonable attorney's fees to be paid to the prevailing party shall be decided by the arbitrator (with respect to attorney's fees incurred prior to

and during the arbitration proceeding) and by the court or courts, including any appellate or review court, in which such matter is tried, heard or decided, including a court that hears a request to compel or enjoin arbitration or that hears exceptions made to an arbitration award submitted to it for confirmation as a judgment (with respect to attorney's fees incurred in such proceedings).

11.8 **Survival.** The mediation and arbitration agreement set forth in this Article 11 shall survive the transfer by any party of its interest or involvement in the Property and any Lot therein and the termination of this Declaration.

## **ARTICLE 12 MORTGAGEES**

12.1 **Reimbursement of First-Position Mortgagees.** First-position Mortgagees of Lots and Units may, jointly or singly, pay taxes or other charges which are in default and which may or have become a charge against any Common Area and may pay overdue premiums on hazard insurance policies or secure new hazard insurance coverage on the lapse of a policy, for such Common Areas or any Unit. First-position Mortgagees making such payments shall be owed immediate reimbursement therefor from the Association to the extent the same was the responsibility of the Association.

12.2 **Right of First-Position Mortgagees Relating to Maintenance.** At any time that the Common Areas or the exterior of a Unit is not maintained or repaired by the Association pursuant to Article 7 to the extent reasonably necessary to protect and preserve the value of the Property for security purposes, then the Mortgagee of record, upon giving written notice as hereinafter provided, shall be entitled to exercise the rights of the Owner of the Unit as a member of the Association to vote at all regular and special meetings of the members of the Association for a period of one year following the date of such notice. During this one-year period, the Association shall give notice of all regular and special meetings to both the Owner and the Mortgagee, and the Owner may attend such meetings as an observer. Notice from the Mortgagee under this section shall quote or reference this Section 12.2 and shall be sent postage prepaid by certified United States mail, return receipt requested, to the Owner with a copy by regular mail to the Association at the last known address of each.

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

## **ARTICLE 13 MISCELLANEOUS PROVISIONS**

13.1 **Amendment and Repeal.**

13.1.1 By the Declarant. In addition to the specific amendment rights granted elsewhere in this Declaration, so long as the Declarant owns a Lot, the Declarant may unilaterally amend this Declaration for any purpose.



13.1.2 **By the Board.** The Board may, by at least a two-thirds vote of the directors, amend this Declaration to correct any error or omission required to conform this Declaration to the applicable provisions of the Washington Homeowners' Association Act, RCW 64.38.005, *et seq.*, provided that the amendment does not materially or adversely affect the property rights of any Owner without the written consent of the affected Owner.

13.1.3 **By the Owners.** This Declaration, or any provision thereof, as from time to time in effect with respect to all or any part of the Property, may be amended or repealed by the vote or written consent of Owners representing not less than 75 percent of the Lots, based upon one vote for each such Lot, together with the written consent of the Class B member if such membership has not been terminated. To the extent required by Section 12.3, such amendment shall also require the prior written approval of the FHA and V A. Any such amendment or repeal shall become effective only upon recordation in the deed records of Clark County, Washington, of a certificate of the president or secretary of the Association setting forth in full the amendments or repeal so approved and certifying that said amendments or repeal have been approved in the manner required by this Declaration. In no event shall an amendment under this section create, limit or diminish special Declarant rights without Declarant's consent, or change the boundaries of any Lot or any uses to which any Lot or Unit is restricted. Declarant may not amend this Declaration to increase the scope of special Declarant rights reserved in this Declaration after the sale of the first Lot unless Owners representing 75 percent of the total vote, other than Declarant, agree to the amendment. Such amendment or repeal shall not have the effect of denying any Owner access to Owner's Lot or Unit unless such Owner and any Mortgagee of such Lot have consented thereto.

13.2 **Regulatory Amendments.** Notwithstanding the provisions of Section 13.1 above, until the turnover meeting described in Section 6.6 has occurred, Declarant shall have the right to amend this Declaration or any Governing Document of the Association in order to comply with the requirements of the Federal Housing Administration, the United States Department of Veterans Affairs, the Farmers Home Administration of the United States, the Federal National Mortgage Association, the Government National Mortgage Association, the Federal Home Mortgage Loan Corporation, any department, bureau, board, commission or agency of the United States or the State of Washington, or any corporation wholly owned, directly or indirectly, by the United States or the State of Washington which insures, guarantees or provides financing for a planned community or lots in a planned community. After the turnover meeting, any such amendment shall require the approval of a majority of the Owners of the Association voting in person, by proxy, or by ballot at a meeting or ballot meeting of the Association at which a quorum is represented.

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

then be disregarded completely in determining the proportion of votes or consents given with respect to such matters.

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

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

13.6 **Construction:** Severability: Number: Caption. This Declaration shall be liberally construed as an entire document to accomplish the purposes thereof as stated in the introductory paragraphs hereof. Nevertheless, each provision of this Declaration shall be deemed independent and severable, and the invalidity or partial invalidity of any provision shall not affect the validity or enforceability of the remaining part of that or any other provision. As used herein, the singular shall include the plural and the plural the singular, and the masculine and neuter shall each include the masculine, feminine, and neuter, as the context requires. All captions used in this Declaration are intended solely for convenience of reference and shall not limit any provision of this Declaration.

13.7 **Notices and Other Documents.** Any notice or other document permitted or required by this Declaration or any other Governing Document may be delivered either personally or by mail. Delivery by mail shall be deemed made 24 hours after having been deposited in the United States mail, with postage prepaid, addressed as follows: If to Declarant, to Declarant's address stated below; if to an Owner, at the address given by the Owner at the time of the Owner's purchase of a Lot or at the Unit; if to the Association, to the mailing address of the Association as filed with the Washington Secretary of State. The address of a party may be changed by the party at any time by notice in writing delivered to the Association as provided herein.

Exhibit "A"

LEGAL DESCRIPTION FOR KIMBALL HILL HOMES  
Westfield Place Perimeter

May 25, 2006

A parcel of property located in the West half of the Northeast quarter of Section 17, Township 2 North, Range 2 East of the Willamette Meridian in Clark County, Washington described as follows:

COMMENCING at the Northeast corner of said Section 17;

THENCE South 01° 31' 06" West along the East line of said Section 17, a distance of 990.00 feet;

THENCE North 88° 44' 17" West a distance of 2376.00 feet to the Northwest corner of that tract of land conveyed to Jon Girod and Maria V. Girod, husband and wife by deed recorded under Auditor's File No. 9310110253 of Clark County records, and the TRUE POINT OF BEGINNING;

THENCE South 01° 31' 06" West along the East line of said Girod tract a distance of 495.00 feet to the Southeast corner of that certain tract of land conveyed to Kimball Hill Homes Washington, Inc. by deed recorded under Auditor's File No. 4106667 of Clark County records;

THENCE North 88° 44' 17" West along the South line of said Kimball Hill Homes tract a distance of 240.66 feet to the Southwest corner of said Kimball Hill Homes tract;

THENCE North 00° 59' 45" East along the West line of said Kimball Hill Homes tract a distance of 495.00 feet to the Northwest corner of said Kimball Hill Homes tract;

THENCE South 88° 44' 17" East along the North line of said Kimball Hill Homes tract a distance of 245.18 feet to the Northeast corner of said Kimball Hill Homes tract and the TRUE POINT OF BEGINNING.



5/25/06

A SUBDIVISION IN THE  
SW 1/4 NE 1/4 OF SEC. 17  
T2N, R2E, W.M.,  
CITY OF VANCOUVER,  
CLARK COUNTY, WASHINGTON  
MAY 2006 # 7687-02.02

# WESTFIELD PLACE SUBDIVISION



- LEGEND**
- 1. ALL LOTS ARE TO BE CONVEYED TO THE CITY OF VANCOUVER.
  - 2. ALL LOTS ARE TO BE CONVEYED TO THE CITY OF VANCOUVER.
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**PROCEDURE**

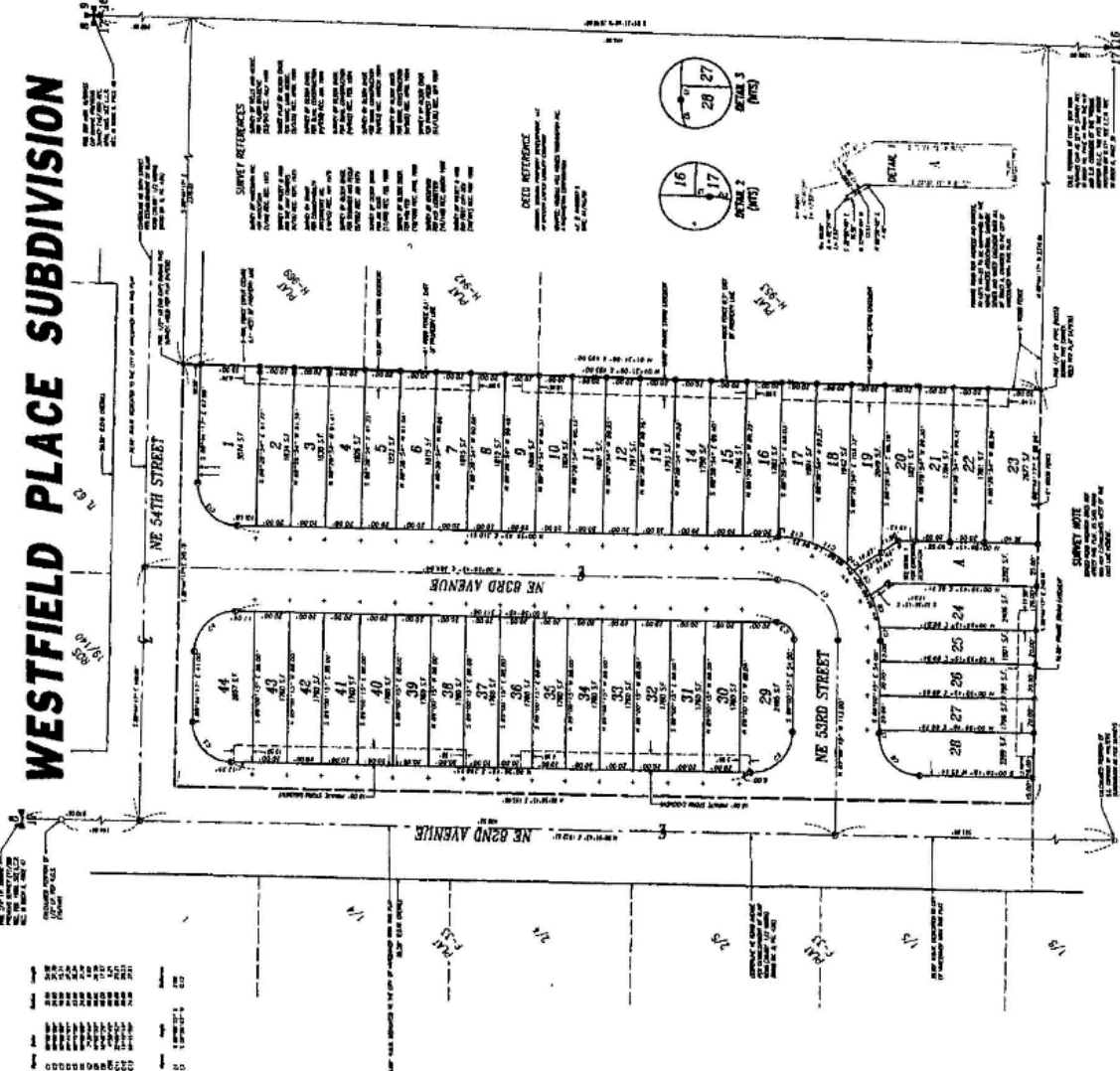
THE SURVEY WAS MADE BY THE CITY OF VANCOUVER AND THE CITY ENGINEER HAS REVIEWED THE SAME AND IS SATISFIED THAT THE SAME COMPLY WITH THE REQUIREMENTS OF THE CITY ENGINEERING DEPARTMENT AND THE CITY OF VANCOUVER.

SCALE 1" = 30'

**BASES OF SURVEYS**  
THE SURVEY WAS MADE BY THE CITY OF VANCOUVER AND THE CITY ENGINEER HAS REVIEWED THE SAME AND IS SATISFIED THAT THE SAME COMPLY WITH THE REQUIREMENTS OF THE CITY ENGINEERING DEPARTMENT AND THE CITY OF VANCOUVER.



**GILSON** LAND SURVEYORS  
ENGINEERS INC.  
12332 NE 12TH ST.  
VANCOUVER, WA 98665  
TEL: 206.451.1234  
FAX: 206.451.1235  
WWW.GILSONLANDSURVEYORS.COM



**CITY OF VANCOUVER**  
APPROVED BY: [Signature] DATE: [Date]

**VANCOUVER CITY COUNCIL**  
APPROVED BY: [Signature] DATE: [Date]

**COUNTY ASSESSOR**  
THIS MAP MEETS THE REQUIREMENTS OF RCW 86A.02.010 AND 86A.02.020 AND IS SUBJECT TO THE CITY ENGINEER'S REVIEW AND APPROVAL.

**AUDITOR'S CERTIFICATE**  
I, [Name], Auditor of Clark County, Washington, do hereby certify that the above described map was filed for record in the County of Clark, State of Washington, on this [Date] day of [Month], 2006.

**CLARK COUNTY HEALTH DEPARTMENT**  
THE MAP IS APPROVED AS BEING IN ACCORDANCE WITH ALL LAWS AND REGULATIONS IN EFFECT AT THE TIME OF THE SURVEY AND IS SUBJECT TO THE CITY ENGINEER'S REVIEW AND APPROVAL.

**LAND SURVEYOR'S CERTIFICATION**  
I, [Name], Professional Land Surveyor No. [Number], do hereby certify that the above described map was prepared by me or under my direct supervision and that I am a duly licensed and qualified land surveyor in the State of Washington.

**EXHIBIT" C"**  
**ANNUAL MAINTENANCE PLAN OF WESTFIELD PLACE**

Annually, the following shall occur with respect to each Unit (as defined in the Declaration for Westfield Place) that has been occupied (determined from the date the certificate of occupancy is issued) for at least 240 days. The following is intended as preventative maintenance and should be performed even though leaks, mold, and other problems have not yet surfaced. The Board of Directors of the Association may, from time to time, add additional elements to the following Maintenance Plan.

1. Inspect and caulk all exterior doors, skylights, and windows and replace weatherproofing and weather stripping as needed.
2. Inspect fascia and trim. Repaint and repair if needed.
3. Inspect all exterior siding. Renail, caulk, repaint, or replace if needed.
4. Inspect and regROUT and reseal exterior stone on exterior of buildings.
5. Inspect and reseal decks.
6. Inspect entire structure for signs of dry rot on exposed timbers and repair or replace as needed.
7. Inspect roof, gutters, and flashing. Repair or replace as needed.
8. Pressure test all plumbing lines.
9. Inspect for mold, mildew, and similar conditions. Treat everywhere it is found in any quantity.
10. Inspect attic and crawl spaces for leaks, mold and mildew.

EXHIBIT"C"

VANDOCS:50065931.4

