

After Recording Return to:

Roy D. Pyatt  
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Vancouver, WA 98660

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Space Above for Recording Information Only

**Assessor Parcel Nos. and Abbreviated Legal Descriptions:**

- (1) APN 5-0862-0100; Abbr. Legal: Adjusted Lot 1                      (“**Lot 1**”)
- (2) APN 5-0861-0100; Abbr. Legal: Adjusted Lot 2                      (“**Lot 2**”)
- (3) APN 5-0865-0100; Abbr. Legal: Adjusted Lot 3                      (“**Lot 3**”)
- (4) APN 5-0868-0101; Abbr. Legal: Adjusted Lot 4                      (“**Lot 4**”)
- (5) APN 5-0868-0100; Abbr. Legal: WDOL 373 in Strong DLC (“**Lot 5**”)
- (6) APN 5-0869-0100; Abbr. Legal: WDOL 374 in Strong DLC (“**Lot 6**”)
- (7) APN 5-0872-0100; Abbr. Legal: WDOL 377 in Strong DLC (“**Lot 7**”)

**DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR PACIFIC HIGHWAY COMMERCIAL DEVELOPMENT**

THIS DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR PACIFIC HIGHWAY COMMERCIAL DEVELOPMENT (this “**Declaration**”) is made this \_\_\_\_ day of \_\_\_\_\_, 2024 by 41st Avenue LLC, a Washington limited liability company (“**Declarant 41st Avenue LLC**”), North County Holdings, LLC, a New Mexico limited liability company (“**Declarant North County Holdings, LLC**”), and River Place Ventures, LLC, a New Mexico limited liability company (“**Declarant River Place Ventures, LLC**”). Declarant 41st Avenue LLC, Declarant North County Holdings, LLC, and Declarant River Place Ventures, LLC are collectively referred to hereinafter as the “**Declarant**”.

**RECITALS:**

- A. WHEREAS, Declarant 41st Avenue LLC owns all of that certain real property commonly known as Assessor Parcel Nos. 5-0862-0100 (hereinafter “**Lot 1**”), 5-

0861-0100 (hereinafter “**Lot 2**”), 5-0865-0100 (hereinafter “**Lot 3**”), and 5-0868-0101 (hereinafter “**Lot 4**”) all of which are legally described in Exhibit “A” attached hereto and incorporated herein (Lot 1, Lot 2, Lot 3, and Lot 4, are collectively the “**41st Avenue LLC Property**”);

- B. WHEREAS, Declarant North County Holdings, LLC owns all of that certain real property and improvements commonly known as Assessor Parcel No. 5-0868-0100 and legally described in Exhibit “B” attached hereto and incorporated herein (hereinafter “**Lot 5**” or the “**North County Holdings, LLC Property**”);
- C. WHEREAS, Declarant River Place Ventures, LLC owns all of that certain real property and improvements commonly known as Assessor Parcel Nos. 5-0869-0100 (hereinafter “**Lot 6**”) and 5-0872-0100 (hereinafter “**Lot 7**”), both of which are legally described in Exhibit “C” attached hereto and incorporated herein (Lot 6 and Lot 7 are collectively the “**River Place Ventures, LLC Property**”);
- D. WHEREAS, the 41st Avenue LLC Property, the North County Holdings, LLC Property, and the River Place Ventures, LLC Property, together with the easements and tracts described in Section 2.1, are collectively referred to hereinafter as the “**Property**”;
- E. WHEREAS, Declarant intends to develop the Property as a cohesive commercial development known as “**Pacific Highway Commercial**,” and Declarant desires to impose these mutually beneficial covenants, conditions, restrictions, and easements on the Property under a comprehensive general plan of improvement and development for the benefit of all the Owners and Lots within Pacific Highway Commercial; and
- F. WHEREAS, as a commercial development, this Declaration is not subject to RCW 64.38, RCW 64.90 or any other provision applicable to residential developments; and
- G. WHEREAS, Declarant has deemed it desirable for the preservation of the value and for the mutual maintenance of easement areas in Pacific Highway Commercial to create an Owners Association to which will be delegated and assigned the powers and authority to own, maintain and administer the Association and enforce the covenants, conditions, restrictions and easements of this Declaration, and collect and disburse the assessments and charges hereinafter created.

NOW, THEREFORE, the Declarant declares that the Property shall be held, transferred, sold, conveyed and occupied subject to the following covenants, conditions, restrictions, easements, charges and liens, or as noted herein, which shall run with the land and shall be binding upon all parties having or acquiring any right, title or interest in the Property or any part thereof and shall inure to the benefit of the Association for the benefit of each Lot Owner.

## ARTICLE 1

### DEFINITIONS

1.1 “**Architectural Review Committee**” or “**ARC**” shall mean the Declarant until turnover and thereafter shall refer to the Board of Directors unless the Board has appointed a separate body to carry out the function described in Article 6, in which case “ARC” shall refer to the appointed body.

1.2 “**Articles**” shall mean the Articles of Incorporation for the non-profit corporation, Pacific Highway Commercial Owners Association, or such similar name approved by and filed with the Washington Secretary of State.

1.3 “**Association**” shall mean and refer to the Pacific Highway Commercial Owners Association, its successors and assigns.

1.4 “**Authorized Users**” shall mean the members, shareholders, partners, managers, tenants, lessees, invitees, licensees, agents, employees, contractors, and/or customers of any Owner.

1.5 “**Board**” or “**Board of Directors**” shall mean the appointed or elected body of the Association as applicable, having its normal meeting under Washington law.

1.6 “**Bylaws**” shall mean and refer to the Bylaws of the Association adopted by the Board of Directors.

1.7 “**Common Maintenance Expenses**” shall mean the expenses incurred by the Association for the benefit of all of the Owners of the Lots within the Property. Such definition shall also apply to the words “Common Expenses” as used in this Declaration.

1.8 “**Declarant**” shall mean and collectively refer to Declarant 41st Avenue LLC, Declarant North County Holdings, LLC, and Declarant River Place Ventures, LLC, and their respective successors or assigns, or any successor or assign to all remainder of their interests in the development of the Property. All successors to Declarant shall have the same rights and interest as the initial Declarant. “Declarant” shall not refer to any other subsequent purchaser of a Lot.

1.9 “**Declaration**” shall mean the covenants, conditions, restrictions and easements and all other provisions set forth in this Declaration of Covenants, Conditions, Restrictions and Easements for Pacific Highway Commercial.

1.10 “**Easement Areas**” shall mean the 30’ Access, Utilities and Maintenance Easement, the 50’ Access, Utilities and Maintenance Easement, the Storm Water Easement, Sewer and Water Easement, the Landscape Easement(s), the Signage Easement(s), and Additional Easements, collectively.

1.11 “**Lot**” shall mean and refer to any Lot subject to this Declaration, including Lot 1, Lot 2, Lot 3, Lot 4, Lot 5, Lot 6 and Lot 7.

1.12 “**Tract**” shall mean any undevelopable tract held by the Association for any common purpose, now existing or created in the future by Declarant.

1.13 “**Members**” shall mean and exclusively refer to the Owners of Lots, each of whom shall be a Member of the Association.

1.14 “**Owner**” shall mean and refer to the record Owner, whether one or more persons or entities, of the fee simple title to any Lot or a purchaser in possession under a land sale contract. The foregoing does not include persons or entities that hold an interest in any Lot merely as security for the performance of an obligation.

1.15 “**Property**” shall mean and refer to all real property subject to this Declaration which is described in Section 2.1 below.

1.16 “**Rules and Regulations**” shall mean and refer to the documents containing rules and regulations and policies adopted by the Board of the Association or the Architectural Review Committee (“ARC”) and as may be from time to time amended by the Board and/or ARC in their reasonable discretion.

1.17 “**Turnover Meeting**” shall be the meeting called by the Declarant to turn over control of the Association to the Owners in accordance with the provisions of Section 8.2.

## ARTICLE 2

### PROPERTY SUBJECT TO THIS DECLARATION

2.1 The real property (the “**Property**”) which is and shall be held, transferred, sold, conveyed and occupied subject to this Declaration is located in Cowlitz County, Washington and is legally described within Exhibit “A”, Exhibit “B”, and Exhibit “C”, including Lot 1, Lot 2, Lot 3, Lot 4, Lot 5, Lot 6, Lot 7, and all tracts, easements and any other property described thereon.

## ARTICLE 3

### OWNERSHIP AND EASEMENTS

3.1 Non-Severability. The interest of each Owner in the use and benefit of the Easement Areas shall be appurtenant to the Lot owned by the Owner. No Lot shall be conveyed by the Owner separately from the interest in the applicable Easement Areas. Any conveyance of a Lot benefitted by an Easement Area shall automatically transfer the right to use the Easement Area without the necessity of expressly referencing such right in the instrument of conveyance. Each of the easements reserved or granted herein shall be deemed to be established upon the recordation of this Declaration and shall forever be deemed to be covenants running with the

land for the use and benefit of the Owners and their Lots and their Authorized Users as stated in this Article and shall be superior to all other encumbrances applied against or in favor of any portion of the Property.

3.2 Easements. Individual deeds to Lots may, but shall not be required to, set forth the easements specified in this Article. Each easement shall run with the land and benefit and burden all of the Lots specified in this Section 3.2. In addition to any rights it may have as a Lot Owner, the Declarant hereby reserves all rights to use the easements set forth in this Article for all purposes reasonably related to completing the development. Declarant hereby declares, grants and conveys the following easements (the “**Easement Areas**” as defined in Section 1.10):

(a) 30’ Access, Utilities, and Maintenance Easement for Lot 1, Lot 2, and Lot 3. Declarant hereby declares, grants, and conveys a perpetual and non-exclusive private easement for access, utilities, and maintenance, for the benefit of Lot 1, Lot 2, and Lot 3, on, over and under that portion of Lot 1 and Lot 2 as legally described in Exhibit “D” attached hereto and incorporated herein (the “**30’ Access, Utilities and Maintenance Easement**”).

(b) 50’ Access, Utilities, and Maintenance Easement for Lot 1, Lot 3, and Lot 4. Declarant hereby declares, grants, and conveys a perpetual and non-exclusive private easement for access, utilities, and maintenance, for the benefit of Lot 1, Lot 3, and Lot 4, on, over and under that portion of Lot 3 and Lot 4 as legally described in Exhibit “E” attached hereto and incorporated herein (the “**50’ Access, Utilities and Maintenance Easement**”). Declarant may at any time extend the 50’ Access, Utilities and Maintenance Easement for the benefit of Lot 5, Lot 6, and/or Lot 7, in Declarant’s sole discretion.

(c) Storm Water Easement. Declarant will install a storm water detention pond in the western portion of Lot 1. Declarant may install landscaping features around and/or within the storm water detention pond area which shall be considered part of the storm water detention pond and not as a separate Landscape Easement pursuant to Section 3.2(e). Declarant hereby declares, grants, and conveys a perpetual and non-exclusive private easement for storm water drainage into the storm water detention pond for the benefit of Lot 1 and Lot 3. Declarant further declares, grants, and conveys to the Owner of Lot 3, a perpetual and non-exclusive private easement over Lot 1 for the installation, maintenance and use of lines directing and conveying storm water from Lot 3 to the detention pond located on Lot 1. To the extent reasonably possible, such lines shall be constructed within the 30’ Access, Utilities and Maintenance Easement and/or the 50’ Access, Utilities and Maintenance Easement. Declarant also declares, grants, and conveys a perpetual and non-exclusive private easement to the Association for the purpose of maintaining the storm water detention pond, related landscape features, and for the installation, maintenance, and use of associated lines and infrastructure. The storm water detention pond and associated easements declared within this Section 3.2(c) are collectively referred to hereinafter as the “**Storm Water Easement**”. Declarant reserves the right at any time hereafter to connect Lot 4, Lot 5, Lot 6, and/or Lot 7 to the Storm Water Pond on Lot 1 and to declare, grant, convey and install such lines as are necessary over any other Lots subject

to this Declaration for the benefit of Lot 4, Lot 5, Lot 6, and/or Lot 7, in Declarant's sole discretion.

(d) Sewer and Water Easement for Lot 4, Lot 5, Lot 6, and Lot 7. Declarant hereby declares, grants, and conveys a perpetual and non-exclusive private easement for the installation and maintenance of utilities, including but not limited to sewer and water, for the benefit of Lot 4, Lot 5, Lot 6, and Lot 7, on, over and under that portion of Lot 1 and Lot 3 as legally described in Exhibit "F" attached hereto and incorporated herein (the "**Sewer and Water Easement**").

(e) Landscape Easement(s). Declarant reserves the right to install landscape within areas straddling various Lot lines, or adjacent to streets and access easements, and further reserves the right to grant easements in favor of the Association for all such landscape areas, as well as easements for irrigation and maintenance of such areas (the "**Landscape Easement(s)**").

(f) Signage Easement(s). Declarant reserves the right to install signage advertising Pacific Highway Commercial and/or Owners and Authorized Users within the Property in Declarant's sole discretion; provided, however that any such signage will be placed as close to public streets and private access roads as reasonably possible to minimize impact on the applicable Lots (the "**Signage Easement(s)**").

(g) Additional Easements. Such other easements, including but not limited to access and utility easements, as Declarant may deem commercially reasonable, proper, or otherwise desirable in connection with future development of a Lot, all in such locations and over such other Lots and for such purposes as Declarant reasonably determines, in Declarant's sole discretion ("**Additional Easements**"); provided, however that no such Additional Easements may materially adversely affect any Owner or any Authorized User's rights under this Declaration without the written consent of such Owner and any Authorized User of such Owner.

(h) Extraordinary Damage. If damage to an Easement Area beyond ordinary wear and tear is directly attributable to an Owner or such owners Authorized Users, then such Owner shall repair such damage as soon as reasonably practicable, at its sole expense.

(i) Utilities. Each Owner shall be responsible for the cost of constructing and maintaining any individual utilities serving that Owner's Lot and shall fully restore all Easement Areas to their prior condition upon completion of any utility maintenance or construction activities occurring in an Easement Area. Any such construction and maintenance must be performed without unreasonably blocking or restricting the access to other Lots or unreasonably interfering with the utilities supplied to any Lot.

(j) Indemnity. Each Owner hereby agrees to indemnify, defend and hold harmless the other Owners, their successors, assigns, affiliated companies, subsidiaries, directors, officers, agents and employees from and against any and all demands, fines, liens, claims, damage, loss, liability or expense including, but not limited to, (i) consultant fees and expenses,

and (ii) attorneys' fees and legal costs, including, but not limited to those at trial and on appeal or review, suffered by same directly or by reason of any claim, suit or judgment brought by or in favor of any person or persons for (i) injuries to persons, including, but not limited to death; and (ii) property damage that arises out of, is occasioned by or attributable to the use of the Easement Areas by the Owner or Owner's Authorized Users.

## ARTICLE 4

### USE AND MAINTENANCE OF LOTS

4.1 Commercial Use. Lots shall be used for lawful commercial purposes only. No Lot shall be used for the sale or distribution of pornography, escort services, marijuana production or similar uses. Further, the Board reserves the right, in its sole and absolute discretion, to prohibit any uses the Board may find objectionable, offensive or devaluing to the Property.

4.2 Lot 2 Restrictions on Development. Lot 2 contains wetland area and no buildings or other structures shall be built within Lot 2. Subject to any required approval from the City of Woodland, Declarant may construct and grant a private access and utilities easement over Lot 2 for the benefit of any adjacent property now owned or owned in the future by Declarant 41st Avenue LLC, an affiliate, or their respective successors and assigns. In such event, the benefited users shall also be granted easement rights on, over and across the 30' Access, Utilities and Maintenance Easement and will be subject to share in the maintenance expenses of the 30' Access, Utilities and Maintenance Easement as documented in an Amendment to this Declaration.

#### 4.3 Parking.

4.3.1 Required Parking. Each Owner of a Lot shall be required to provide parking (and bicycle parking if required) sufficient to meet the parking requirements of the City of Woodland Municipal Code on the Owner's Lot at the time of development.

4.3.2 No Shared Parking. Nothing within this Declaration authorizes an Owner or Owner's Authorized Users to park on a Lot not owned by such Owner, absent permission from the Owner of such Lot.

4.4 Construction. Except for construction performed by or contracted for by Declarant, no construction, reconstruction or exterior alterations shall occur on any Lot, unless the approval of the ARC is first obtained pursuant to Article 6. The intent of this covenant is to ensure quality of workmanship and material, harmony of external design with the existing and planned structures as to location and visual compatibility and finish grade elevations. The ARC shall be guided in its decisions by any applicable requirements of the City of Woodland with respect to desired construction on and use of a Lot, as well as any other Architectural Standards adopted by the ARC pursuant to Section 6.5. All construction performed by or contracted for by

Declarant, shall be presumed to have met these minimum requirements or have been granted a variance thereto.

4.5 Completion of Construction. The exterior construction of any building on any Lot, including landscaping, painting and all exterior finish, shall be completed within twenty-four (24) months from the beginning of the construction so as to present a finished appearance when viewed from any angle. In the event of undue hardship due to weather conditions or other factors, this provision may be extended for a reasonable length of time upon written approval from the ARC.

No building on a Lot shall be constructed except by a builder licensed as a general building contractor by the State of Washington, who performs his/her/its services under a general contractor's bond as required by the State, or appropriately licensed and bonded subcontractors working for such general contractor. All general and subcontractors shall carry adequate liability insurance, in an amount not less than \$2 million per occurrence.

The Lot and building area shall be kept clean and in workmanlike order, free of litter, during the construction period. If construction has not commenced within twenty-four (24) months after the project has been approved by the ARC, the approval shall be deemed revoked unless the Owner has applied for and received an extension of time from the ARC. All provisions of this Article 4 shall exclude any construction by the Declarant.

4.6 Landscaping. All landscape installation on Lots is subject to approval by the ARC. All landscaping on Lots shall be maintained by Owners in a good condition, including watering, weeding, pruning, fertilization, mowing and other forms of maintenance. Provided, however, that the Association shall be responsible for maintaining landscape within any Landscape Easement(s) and around or within the storm water detention pond.

4.7 Planter Strips. Any planter strips between any public street and sidewalk must be landscaped by the adjoining Lot Owner to the satisfaction of the ARC. Such landscaping of the planter strips shall include berming or mounding of soil to create a contoured effect along the streetscape, unless otherwise approved by the ARC. Each Owner shall maintain and repair the sidewalk, as well as any planter strip between the sidewalk and the street.

4.8 Nuisance. No noxious, harmful or offensive activities shall be carried on upon any Lot, nor shall anything be done or placed on any Lot which interferes with or jeopardizes the enjoyment of, or which is a source of annoyance to, the other Owners or their Authorized Users.

4.9 Owner's Other Maintenance Obligations. Each Owner shall maintain their Lot and improvements in a clean and attractive condition, in good repair and in such a fashion as not to create a hazard of any kind. Such maintenance shall include, without limitation, painting or staining, repair, replacement and care of roofs, gutters, downspouts, surface water drainage, walks and other exterior improvements and glass surfaces. In addition, each Owner shall keep



shrubs, trees, grass and plantings of every kind neatly trimmed, fertilized, property cultivated and free of trash, weeds and other unsightly materials.

4.10 Lot 2 Maintenance. The Owner of Lot 2 shall be exclusively responsible at such Owner's expense for any maintenance of the wetland area, trees, and plants within Lot 2, and shall comply with any and all laws, rules and ordinances pertaining to the maintenance and care of such areas.

4.11 Right of Maintenance and Entry by Association. If an Owner fails to perform maintenance and/or repair which he/she/it is obligated to perform pursuant to this Declaration for buildings or landscaping, and if the Board determines, after reasonable notice (given pursuant to the provisions of any adopted Bylaws), that such maintenance and/or repair is necessary to preserve the attractiveness, quality, nature and/or value of Pacific Highway Commercial, the Board may cause such maintenance and/or repair in connection therewith to be performed and may enter any such Lot whenever entry is necessary in connection with the performance of any maintenance or construction which the Board is authorized to undertake. Entry shall be made with as little inconvenience to an Owner as practicable and only after advance written notice of not less than forty-eight (48) hours, except in emergency situations. Such right of maintenance shall include, but not be limited to, buildings, street trees, and front and side yard landscape. All maintenance performed on behalf of Lot Owners shall be at the Owners' expense and shall become a lien on the Owner's Lot as a special assessment.

4.12 Association Rules and Regulations. The Board of Directors, from time to time, may adopt, modify or revoke Rules and Regulations governing the conduct of persons and the operation or use of Lots, as it may deem necessary or appropriate in order to assure the peaceful and orderly use and enjoyment of the Property; provided that such Rules and Regulations do not materially adversely affect any Owner or any Authorized User's rights under this Declaration. A copy of any Rules and Regulations, upon adoption, amendment, modification or revocation thereof, shall be delivered by the Board of Directors promptly to each Owner and shall be binding upon all Owners and their Authorized Users of all Lots upon the date of delivery or actual notice thereof. The method of adoption of such Rules and Regulations shall be provided in the Bylaws of the Association

4.13 City and County Ordinances and Regulations. The standards and restrictions of this Article 4 shall be the minimum required. To the extent the ordinances and regulations of the City of Woodland and/or Cowlitz County are more restrictive, or provide for a higher or different standard, the ordinances and regulations of the City of Woodland and/or Cowlitz County, or any jurisdiction the Property may be annexed into, shall prevail.

4.14 Violation. The Association may impose a reasonable charge or fine for any violation of this Declaration, the Bylaws and/or the Rules and Regulations after reasonable notice of the violation and a reasonable opportunity for a hearing by the Board. Any such charges shall become a special assessment upon the Lot of the Owner or occupant causing the

violation. Additionally, the Association may seek injunctions or other equitable relief or may file an action for money damages owing from such violations.

## ARTICLE 5

### USE AND MAINTENANCE OF EASEMENT AREAS

5.1 Use of Easement Areas. Use of Easement Areas is subject to the provisions of the Declaration, Bylaws, Articles, and Rules and Regulations promulgated by the Board of Directors. There shall be no obstruction of any part of the Easement Areas. Nothing shall be stored or kept in the Easement Areas. No construction shall occur in the Easement Areas without the prior written approval of the ARC or the Board of Directors.

5.2 Maintenance of Easement Areas. The Association shall be responsible for maintenance, repair, replacement and upkeep of the Easement Areas, as well as any other tracts, easements or facilities the Association may acquire in the future for the benefit of the Association, and may in its discretion retain the services of property management companies or contractors to fulfil this obligation. The Association shall keep the Easement Areas and improvements thereon in good condition and repair, provide for all necessary services and cause all acts to be done which may be necessary or proper to assure the maintenance of the Easement Areas in first-class condition. Maintenance shall include, but not be limited to, the following: (1) Maintaining the surface of access easements in a level, smooth and evenly covered condition with the type of surfacing material originally installed, or such substitute as shall in all respects be equal or better in quality, use and durability; (2) Repairing or replacing the driveway and access areas where reasonably necessary; (3) Repairing or replacing any subsurface infrastructure, such as storm and sanitary sewer pipes and other common utilities including but not limited to any storm ponds or other storm facilities, where reasonably necessary; (4) Placing, keeping in repair, and replacing any necessary directional signs, markers and lines; and (5) Keeping in repair and replacing where reasonably necessary any curbing or drainage facilities required for the driveway areas.

5.3 Allocation of Expenses relating to Easement Areas. The costs associated with the general maintenance, repair and upkeep of the Easement Areas shall be allocated by the Board among the respective Owners and corresponding Lots benefitted by the various easements as follows:

5.3.1 30' Access, Utilities, and Maintenance Easement. The Owners of Lot 1 and Lot 3 shall pay all expenses incurred for the reasonable maintenance, repair, and upkeep of the 30' Access, Utilities, and Maintenance Easement based on their actual and equitably proportionate use as reasonably determined by the Board. The Owner of Lot 2 will not be assessed a portion of the expense to maintain the 30' Access, Utilities, and Maintenance Easement unless use by the Owner of Lot 2 or the Owner's Authorized Users is such that an equitable portion of the expense should be allocated to the Owner of Lot 2 in the Board's reasonable discretion.

5.3.2 50' Access, Utilities, and Maintenance Easement. The Owners of Lot 1, Lot 3, and Lot 4 shall pay all expenses incurred for the reasonable maintenance, repair, and upkeep of the 50' Access, Utilities, and Maintenance Easement based on their actual and equitably proportionate use as reasonably determined by the Board. In the event the 50' Access, Utilities, and Maintenance Easement is extended to serve additional Lots pursuant to the extension rights stated in Section 3.2(b), the Board shall reallocate the expenses among the benefitted Lot Owners using the same allocation method.

5.3.3 Storm Water Easement. The Owners of Lot 1 and Lot 3 shall pay all expenses incurred for the reasonable maintenance, repair, and upkeep of the storm water detention pond and related landscaping, catch basins, cleanouts, pipe system, and related infrastructure based on the square footages of their respective Lots in relation to each other as determined by the Board. In the event additional Lot Owners are benefitted by the Storm Water Easement (i.e., begin using the storm water detention pond), the Board shall reallocate the expenses among the benefitted Lot Owners using the same allocation method.

5.3.4 Sewer and Water Easement. The Owners of Lot 4, Lot 5, Lot 6, and Lot 7, to the extent such Lot Owners are served by utilities located within the Sewer and Water Easement, shall equally pay all expenses incurred for the reasonable maintenance, repair, and upkeep of the Sewer and Water Easement and utilities located therein.

5.3.5 Landscape Easement(s). The cost of maintaining the Landscape Easement(s) shall be shared equally by the Owners of Lot 1, Lot 3, Lot 4, Lot 5, Lot 6, and Lot 7.

5.3.6 Signage Easement(s). The cost of maintaining the Signage Easements shall be equally shared by the Owners of Lot 1, Lot 3, Lot 4, Lot 5, Lot 6, and Lot 7.

5.3.7 Additional Easements. The cost of maintaining any Additional Easements shall be borne by the Owners of the Lot(s) benefitted by such Additional Easement as reasonably determined by the Board.

5.4 Funding. Expenditures for alterations, maintenance or repairs to an existing capital improvement for which a reserve has been collected shall be made from the reserve account. As provided in Section 10.5, the Board may levy a special assessment to fund any construction, alteration, repair or maintenance of an improvement (or any other portions of the Easement Areas) for which no reserve has been collected or for which the reserve account is insufficient to cover the cost of the proposed improvement.

5.5 Damage or Destruction of Easement Areas. Notwithstanding the terms of Section 5.3, in the event any Easement Area is damaged or destroyed by an Owner or any of his Authorized Users and has not been immediately and fully repaired by such Owner, such Owner does hereby authorize the Association to repair such damage. The Association shall repair the damage and restore the area in workmanlike manner as originally constituted or as may be

modified or altered subsequently by the Association in the discretion of the Board of Directors. The reasonable cost necessary for such repairs shall become a special assessment upon the Lot of the Owner who caused or is responsible for such damage.

## ARTICLE 6

### ARCHITECTURAL REVIEW COMMITTEE

6.1 Architectural Review. No improvement shall be commenced, erected, placed or altered on any Lot until the construction plans and specifications showing the nature, shape, heights, materials, colors, and proposed location of the improvement have been submitted to and approved in writing by the ARC. It is the intent and purpose of this Declaration to assure quality of workmanship and materials and to assure harmony of exterior design with the existing improvements and landscaping. The ARC is not responsible for determining compliance with structural and building codes, solar ordinances, zoning codes or other governmental regulations, all of which are the responsibility of the Lot Owners. The procedure and specific requirements for review and approval of construction may be set forth in design guidelines adopted from time to time by the ARC. Construction by the Declarant is presumed to have been approved and is thereby exempt from this review. In all cases wherein the ARC consent is required by this Declaration, the provision of this Article shall apply.

(a) PLANS AND SPECIFICATIONS ARE NOT APPROVED FOR ENGINEERING, STRUCTURAL DESIGN OR QUALITY OF MATERIALS, AND BY APPROVING SUCH PLANS AND SPECIFICATIONS NEITHER THE ARC, THE BOARD OF DIRECTORS, THE MEMBERS, THE MANAGING AGENT NOR THE ASSOCIATION ASSUMES ANY LIABILITY OR RESPONSIBILITY WHATSOEVER FOR THESE MATTERS, NOR FOR ANY DEFECT IN ANY STRUCTURE CONSTRUCTED FROM SUCH PLANS AND SPECIFICATIONS. OWNER IS SOLELY RESPONSIBLE FOR ALL IMPROVEMENTS, PERMITS AND COSTS OF SAID WORK WITHIN OWNER'S LOT.

6.2 Architectural Review Committee, Appointment and Removal. After the Turnover Meeting, the ARC shall consist of no fewer than three (3) members and no more than five (5) members, as the Board may appoint from time to time. The Declarant reserves the right to appoint all members of the ARC and all replacements thereto until the Turnover Meeting. The Declarant may appoint a single person to serve as the ARC prior to turnover, including but not limited to a member, partner, shareholder, or manager of Declarant. After turnover, Declarant shall delegate the right to appoint and remove members of the ARC to the Board of Directors. At the Turnover Meeting the Board of Directors shall select three (3) members who will serve a one (1) year term. Thereafter, the term of office for each member of the ARC shall be for two (2) years unless lengthened by the Board at the time of appointment, or unless the Board serves as the ARC, in which event the terms of the ARC members shall be the same as their terms as Board members. The Board may appoint any or all of its members for the ARC, and there shall be no requirement for non-Board members on the ARC. The Board may appoint one or more members to the ARC who are not Owners, but who have special expertise regarding the matters

that come before the ARC. In the sole discretion of the Board, such non-Owner members of the ARC may be paid and that cost paid by applicants or the Association.

6.3 Plan Submittal Procedure. All proposals for erection or alteration of any structure or improvement on any Lot must be submitted to the ARC in the form of a Complete Application at least 30 days prior to the start of the proposed action. A “**Complete Application**” shall mean submission by the Owner of one copy of finished working drawings and specifications complying with provisions outlined in this document.

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

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

6.4 Majority Action. Except as otherwise provided in this Declaration, a majority of the members of the ARC shall have the power to act on behalf of the ARC, without the necessity of a meeting and without the necessity of consulting the remaining member(s) of the ARC. The ARC may render its decision only by written instrument setting forth the action taken by the members consenting thereto.

6.5 Duties. The ARC shall consider and act upon the proposals and/or plans submitted pursuant to this Article. The ARC, from time to time and at its sole discretion, may adopt architectural rules, regulations and guidelines (“**Architectural Standards**”). The Architectural Standards shall interpret and implement the provisions of this Declaration for architectural review and guidelines for architectural design, placement of buildings, color schemes, exterior finishes and materials and similar features which may be used in Property; provided, however, that the Architectural Standards shall not be in derogation of any minimum standards established by this Declaration.

6.6 ARC Decision. The ARC shall render its approval or denial decision with respect to the construction proposal within ten (10) working days after it has received all material required by it with respect to the application. All decisions shall be in writing. In the event the ARC fails to render its decision of approval or denial in writing within thirty (30) days of receiving all material required by it with respect to the proposal, the application shall be deemed approved. Approval by the ARC does not imply government approval, which is solely the responsibility of the Owner to obtain.

6.7 ARC Discretion. The ARC may, at its sole discretion, withhold consent to any proposed work if the ARC finds the proposed work would be inappropriate for the particular Lot or incompatible with the design standards that the ARC intends for the development. Considerations such as siting or location on the Lot, shape, size, color, design, height, solar access, or other effect on the enjoyment of other Lots or the Easement Areas, and any other factors which the ARC reasonably believes to be relevant, may be taken into consideration by the ARC in determining whether or not to consent to any proposed work.

6.8 Non-waiver. Consent by the ARC to any matter proposed to it or within its jurisdiction shall not be deemed to constitute a precedent or waiver impairing the ARC's right to withhold approval as to any similar matter thereafter proposed or submitted to it for consent.

6.9 Appeal. At any time after Declarant has delegated appointment of the members of the ARC to the Board of Directors pursuant to Section 6.2, any Owner adversely impacted by action of the ARC may appeal such action to the Board of Directors. Appeals shall be made in writing within ten (10) days of the ARC's action and shall contain specific objections or mitigating circumstances justifying the appeal. If the Board is already acting as the ARC, the appeal shall be treated as a request for a rehearing, but in such case the Board must actually meet and receive evidence and argument. A final, conclusive decision shall be made by the Board of Directors within fifteen (15) days after receipt of such notification. The determination of the Board shall be final.

6.10 Effective Period of Consent. The ARC's consent to any proposed work shall automatically be revoked twenty-four (24) months after issuance unless construction of the work has been commenced, or it has been commenced but not timely completed, the Owner has applied for and received an extension of time from the ARC.

6.11 Determination of Compliance. The ARC shall inspect, from time to time, all work performed and determine whether it is in substantial compliance with the approval granted. If the ARC finds that the work was not performed in substantial conformance with the approval granted, or if the ARC finds that the approval required was not obtained, the ARC shall notify the Owner in writing of the noncompliance. The notice shall specify the particulars of any noncompliance and shall require the Owner to take the necessary action to bring the work into compliance with the approved project.

6.12 Noncompliance. If the ARC determines that an Owner has not constructed an improvement consistent with the specifications on which approval is based, and if the Owner fails to diligently commence to remedy such noncompliance in accordance with the provisions of the notice of noncompliance, then at the expiration of the third (3rd) day from the date of such notification, the ARC shall provide a notice of a hearing to consider the Owner's continuing noncompliance. The hearing shall be set not more than thirty (30) days from the date of the notice of noncompliance. At the hearing, if the ARC finds that there is no valid reason for the continuing noncompliance, the ARC shall determine the estimated costs of correcting it. The ARC shall then require the Owner to remedy or remove the same within a period of not more

than ten (10) days from the date of the ARC's determination. If the Owner does not comply with the ARC's ruling within such period or within any extension of such period as the ARC, at its discretion, may grant, the Association may (a) levy a fine or a penalty that may be a per diem fine or penalty, which shall accrue until the Owner remedies or removes the noncompliance, (b) remove the noncomplying improvement, (c) remedy the noncompliance, or (d) file suit to compel compliance. Any fine or penalty, and the costs of such action, shall be assessed against the Owner and his Lot, including all attorneys' fees and other costs expended and incurred to enforce compliance before suit or action is filed and at trial or on any appeal or review of same.

6.13 Liability. Neither the ARC, the Board, their agents, nor any member thereof shall be liable to any Owner, Authorized Users, occupant or builder for any damage, loss or prejudice suffered or claimed to be suffered arising from any action by the ARC or a member thereof or failure of the ARC or a member thereof, provided only that the member has acted in good faith in accordance with the actual knowledge possessed by him or her.

6.14 Estoppel Certificate. Within ten (10) working days after written request is delivered to the ARC by an Owner, and upon payment to the ARC of a reasonable fee fixed by the ARC to cover costs, the ARC shall provide such Owner with a certificate executed by the Chair of the ARC, and acknowledged, certifying with respect to any Lot owned by the Owner, that as of the date thereof (a) all improvements initially constructed on the Lot were approved by the ARC and (b) whether there are any pending or outstanding issues of noncompliance, in which event, the certificate shall also identify the noncomplying improvements and set forth with particularity the nature of such noncompliance. The Owner, his heirs, devisees, successors and assigns shall be entitled to rely on the certificate with respect to the matters set forth. The certificate shall be conclusive as between the Declarant, the ARC, the Association and all Owners, and all such persons deriving an interest through any of them.

## ARTICLE 7

### ASSOCIATION

7.1 Association Powers. The Association shall be a non-profit, mutual benefit corporation established under the Washington Statutes and have all of the powers granted to it by said statutes.

7.2 Members. Each Owner shall be a mandatory member of the Association. Membership in the Association shall be appurtenant to, and may not be separated from, ownership of any Lot. Transfer of ownership of a Lot automatically transfers membership in the Association. Without any other act or acknowledgement, Owners, Authorized Users, and other occupants shall be governed and controlled by this Declaration, the Bylaws, Articles, and Rules and Regulations and any amendments thereof. Ownership of a Lot shall be the sole qualification for being a Member in the Association.

7.3 Voting Rights. The Association shall have two (2) classes of voting members.

(a) Class A. Class A members shall be all Owners of Lots other than the Declarant, and each Class A member shall be entitled to one (1) vote for each Lot owned with respect to all matters upon which Owners are entitled to vote.

(b) Class B. The Class B members shall be Declarant, or any successor Declarant. The Class B member shall have five (5) votes for each Lot owned. The Class B membership shall cease and be converted to Class A membership upon the earlier of:

(i) When one hundred percent (100%) of the Lots have been sold and conveyed to Owners other than Declarant or a successor Declarant (“**Termination Date**”); or

(ii) At such earlier time as Declarant may elect in writing to terminate Class B membership.

Thereafter, each Owner, including the Declarant, shall be entitled to one (1) vote for each Lot owned with respect to all matters upon which Owners are entitled to vote, and the total number of votes shall be equal to the total number of Lots.

When more than one (1) person or entity owns a Lot, the vote for such Lot may be cast as they shall determine, but in no event will fractional voting be allowed.

Fractional or split votes shall be disregarded, except for purposes of determining a quorum. The total number of votes as of the Termination Date and thereafter shall be equal to the total number of Lots.

## ARTICLE 8

### DECLARANT CONTROL

8.1 Board and Officers. The Declarant hereby reserves administrative control of the Association. The Declarant, in its sole discretion, shall have the right to appoint and remove members of the Board of Directors so long as it holds Class B voting power. The Board of Directors shall manage the affairs of the Association. Following the Turnover Meeting, the Board shall consist of three (3) members elected by the Owners; prior to the Turnover Meeting, the Board may consist of one (1) or more members appointed by Declarant until the time fifty percent (50%) of the Lots have been sold, at which time the Board shall consist of three (3) members, one (1) of whom shall be elected by the Lot Owners and the other two (2) shall be appointed by Declarant.

8.2 Turnover Meeting. The Declarant shall call a meeting for the purpose of turning over administrative control of the Association from the Declarant to the Class A members within ninety (90) days of the earlier of:



(a) Upon Sale of Lots. The date that Lots representing one hundred percent (100%) of Lots subject to this Declaration, plus any recorded annexation of additional Lots, have been conveyed to persons other than the Declarant; or

(b) Declarant's Earlier Election. At such earlier time as Declarant may elect in writing to terminate Class B membership.

The Declarant shall give notice of the meeting to each Owner as provided in the Bylaws. If the Declarant does not call the meeting required under this Section, any Owner may do so.

## ARTICLE 9

### DECLARANT'S SPECIAL RIGHTS

9.1 General. Declarant is undertaking the work of developing Lots and other improvements within the development. The completion of the development work and the marketing and sale of the Lots is essential to the establishment and welfare of the Property as a commercial development. Until commercial buildings on all Lots on the Property have been constructed, fully completed and sold, the Declarant shall have the special rights set forth in this Article 9.

9.2 Marketing Rights. Declarant shall have the right to maintain a sales/leasing office and model on one or more of the Lots, which the Declarant may or may not own, to be staffed by the employees of the Declarant or any licensed real estate sales agents. The Declarant and prospective purchasers/tenants and their agents shall have the right to use and occupy the sales/leasing office and models during reasonable hours any day of the week. The Declarant may maintain a reasonable number of "For Sale" signs at reasonable locations on the Property. The Declarant and the Declarant's brokerage firm shall have the right to install reasonable temporary marketing signage on any Lot or temporary fencing surrounding any Lot to market any available sites within the Pacific Highway Commercial project.

9.3 Declarant's Easements. The Declarant has reserved easements and the right to reserve Additional Easements over the Property as more fully described in Section 3.2.

9.4 Declarant's Right to Assign Exclusive Uses and Parking. Declarant shall have the right to unilaterally amend this Declaration to assign exclusive uses to Lots, provided that any such exclusive uses do not conflict with an exclusive use that has already been assigned to a Lot. Declarant shall also have the right to unilaterally amend this Declaration to designate any Lot that remains under Declarant's ownership as an exclusive parking lot. Any exclusive uses assigned to a Lot and any Lots designated as exclusive parking lots shall be documented with an amendment to this Declaration that may be unilaterally signed and recorded by the Declarant at any time prior to the expiration of these special rights of the Declarant set forth in this Article 9. By way of example and solely for purposes of illustration without limiting the kinds of exclusive uses Declarant may grant, Declarant could grant one Lot the exclusive right to operate a fuel

station such that other Lots do not have competing uses. Nothing herein shall require or restrict Declarant from assigning an exclusive use.

9.5 Construction by Declarant. All construction by Declarant is presumed to have been approved by the ARC and to meet any design guidelines of the Association, notwithstanding any other term of this Declaration.

## ARTICLE 10

### FUNDS AND ASSESSMENTS

10.1 Purpose of Assessment. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety and welfare of the Owners, Authorized Users and any other occupants of Lots, and for the improvement, maintenance, protection, administration and insurance of the any signage owned or managed by the Association, the Easement Areas, including without limitation private storm water facilities, water, sewer and drainage facilities, any private utilities and lighting, open space areas, other easements, payment of income taxes, real property ad valorem taxes, or other taxes, any assessments against the Easement Areas or the Association by a governmental agency, and establishment and funding of a reserve fund (if established by the Board). No individual structure insurance will be provided by the Association.

(a) Common Expense Designations. Common expenses of the nature described in Section 10.1 which are to be, or are, incurred by the Association for the benefit of all of the Owners of Lots within the Property, shall be separately budgeted for allocation among all such Owners and shall be designated “**General Common Expenses.**”

(b) Insurance by the Association. The Board, in its sole discretion, may obtain and maintain in effect, from reputable insurance companies authorized to do business in the State of Washington, public liability insurance with respect to all Easement Areas in such amounts and in such forms as the Board deems advisable to provide adequate protection for bodily injury, including deaths of persons, and property damage, whether caused by the negligence of the Association or otherwise; provided, however, that such policy(ies) shall not be for an amount of less than \$1,000,000 per person, per occurrence, and that such policy(ies) shall provide that the coverage thereunder cannot be canceled or substantially modified without at least ten (10) days’ written notice to the Association. No fire and casualty coverage will be purchased for commercial buildings. The Association may obtain such other and further policies of insurance as it deems advisable. The casualty insurance to be obtained by the Association pursuant to this Section 10.1(b) shall include the following terms, if the Board determines they are reasonably available:

(i) A waiver of subrogation by the insurer as to any claims against the Board, any Owner, or any guest of an Owner;

(ii) A waiver by the insurer of its right to repair and reconstruct instead of paying cash;

(iii) A provision that no policy may be canceled, invalidated or suspended because of the action of an Owner; and

(iv) A provision that no policy may be canceled, invalidated, or suspended because of the conduct of any director, officer or employee of the Association unless the insurer gives the Association a prior written demand that the Association correct the defect and allows the Association a reasonable time to make the correction.

At the discretion of the Board, the Association may purchase and maintain insurance on behalf of any person who is or was a Director, officer, employee, or agent of the Association, against any liability asserted against him or her and incurred by him or her in any such capacity, or arising out of his/her/their status as such, whether or not the Association would have the power or duty to indemnify him or her against such liability.

10.2 Covenants to Pay. Declarant, on behalf of each and every subsequent Owner of any Lot, covenants and agrees that each Lot will pay the Association the assessments and any additional charges levied pursuant to this Article 10.

(a) Funds Held. The assessments collected by the Association shall be held by the Association for and on behalf of each Owner and shall be used solely for the operation, care and maintenance of the development as provided by this Declaration. Upon the sale or transfer of any Lot, the Owner's interest in the funds shall be deemed automatically transferred to the successor in interest of such Owner, and is not refundable.

10.3 Basis of Assessments and Commencement of Assessments. Except to the extent expressly stated in Article 4 and/or Article 5, all assessments shall be evenly allocated to Lot 1, Lot 3, Lot 4, Lot 5, Lot 6, and Lot 7, unless the Board determines in its reasonable discretion that that a different allocation will more equitably reflect the benefits received among the Owners of the various Lots. No expenses shall be allocated to the Owner of Lot 2 except for the cost of those expenses expressly allocated to the Owner of Lot 2 in Article 4 and/or Article 5 unless the Board determines in its reasonable discretion that the cost of the matter being assessed provides material benefit to the Owner of Lot 2, and that it would be unjust not to assess the Owner of Lot 2 for such benefit based on such Owner's use, in which event, the cost will be allocated among Owners of all Lots. Assessments may be levied against the applicable Lots, regardless of whether any such Lot has been improved with a building; provided, however, that no Assessment shall be levied against any Lot until such time as it is first sold to a purchaser other than Declarant or a successor Declarant. Assessments for all Lots conveyed by the Declarant to an Owner, either by deed or land sales contract, may begin on the day of the recording of the deed or land sale contract contracting to convey the Lot to the new Owner. The Board shall have the sole discretion to determine whether to annually assess, and if so how much, or whether to specially

assess Lots to fund insurance premiums, needed maintenance, repairs, and/or replacements, or whether to establish a reserve fund.

10.4 Annual Assessments. Any annual assessments for each fiscal year shall be based on a budget approved by the Board for such fiscal year. The fiscal year shall be the calendar year unless another year is adopted by vote of the Board. At the Board's discretion, annual assessments shall be payable in monthly, quarterly, semiannual or annual installments, and shall be payable on the first day of each billing period during the term of this Declaration.

(a) Budget. Regardless of the number of Members or the amount of assets of the Association, each year the Board shall prepare, approve and make available to each Member a pro forma operating statement (budget) containing: (i) estimated revenue and expenses; (ii) the amount of the total cash reserves of the Association currently available for resurfacing or major repair of the Easement Areas and for contingencies; and (iii) an itemized estimate for the remaining life of, and the methods of funding to defray repair, replacement or additions to, major components of the Easement Areas.

For the first fiscal year, the budget shall be approved by the Board no later than the date on which annual assessments are scheduled to commence. Thereafter, it shall be the duty of the Board of Directors to prepare a budget covering the estimated costs of operating the Association during the coming year, which may include a reserve in accordance with a reserve budget for the Easement Areas. The Board of Directors shall cause the budget and any annual assessments to be levied against each Lot for the following year to be delivered to each member at least thirty (30) days prior to the end of the current calendar year, or as soon thereafter as reasonably possible. Within thirty (30) days after adoption by the Board of Directors of any proposed regular or special budget of the Association, the Board shall set a date for a meeting of the Owners to consider ratification of the budget not less than ten (10) days after mailing of a budget summary.

The budget and any annual assessment shall become effective unless disapproved at said Owners meeting by a majority of the total Association vote. Notwithstanding the foregoing, however, in the event the membership disapproves the proposed budget or the Board of Directors fails for any reason to determine the budget for the succeeding year, then and until such time as a budget shall have been determined as provided herein, the budget and annual assessments in effect for the then current year shall continue for the succeeding year.

(b) Allocation of Assessments. The total amount in the general Association budget shall be charged equally against all Lots that have closed escrow to an Owner other than the Declarant or a Declarant assignee as annual assessments.

(c) Non-Waiver of Assessments. If before the expiration of any fiscal year the Association fails to fix annual assessments for the next fiscal year, any annual assessments established for the preceding year shall continue until a new annual assessment is fixed.

## 10.5 Reserve Funds

(a) Reserve Fund for Replacing Easement Area Improvements. Declarant may in addition establish a reserve fund in the name of the Association for replacement, in whole or in part, of the Easement Areas and any improvements located in, on or under the Easement Areas for which the Association is responsible pursuant to this Declaration, that will normally require replacement in more than three (3) and fewer than thirty (30) years. The reserve account need not include those items that could reasonably be funded from the Association's general operating account. For purposes of funding the reserve fund, the Declarant initially, and thereafter the Association, may impose an assessment to be called the "**Reserve Fund Assessment**" against Lots consistent with the terms of Section 10.3. However, after the Turnover Meeting, the Board may borrow funds from the reserve account to meet high seasonal demands on the regular operating funds or to meet other temporary expenses. The Reserve Fund Assessment shall be based on any reserve study, and updates thereof, described in Section 10.5(b), or other sources of reliable information. Nothing herein shall limit the authority of the Declarant or the Association to establish other separate and unrelated reserve funds that are funded by assessments for reserves that are in addition to the Reserve Fund or that relate only to a particular type or category of Lot. The Reserve Fund shall be kept separate from other funds and may be used only for the purposes for which reserves have been established as specified in this Section.

After the Turnover Meeting, the Board may borrow funds from the Reserve Fund to meet high seasonal demands on the regular operating funds or to meet other unexpected increases in expenses. Such funds borrowed from the Reserve Fund shall be repaid from regular annual or special assessments against the Lots, if the Board has adopted a resolution, which may be an annual, continuing resolution, authorizing the borrowing of funds. Not later than the adoption of the budget for the following year, the Board shall adopt by resolution a written payment plan providing for repayment of the borrowed funds within a reasonable period.

The Board may adjust the amount of the Reserve Fund Assessments as indicated by any reserve study or update, and provide for any other reserve items that the Board, in its discretion, may deem appropriate during a fiscal year. In addition, after the second anniversary of the Turnover Meeting, the Association may elect to reduce or increase future Reserve Fund Assessments by a 75% vote of the Owners.

Any funds established for any of the purposes mentioned in this Section shall be deemed to be within the Reserve Fund, notwithstanding that it may not be so designated by the Board of Directors. The amount of the Reserve Fund shall constitute an asset of the Association and shall not be refunded or distributed to any Owner.

(b) Reserve Study. The Board of Directors may from time to time conduct a reserve study, or review and update an existing study, of the Easement Areas to determine the requirements of the reserve fund described in Section 10.5(a) above. The reserve study may include (a) identification of all items for which reserves are required to be established; (b) the

estimated remaining useful life of each item as of the date of the reserve study; (c) the estimated cost of maintenance, repair or replacement of each item at the end of its useful life; and (d) a thirty (30) year plan with regular and adequate contributions, adjusted by estimated inflation and interest earned on the reserve fund, to meet the maintenance, repair and replacement schedule.

10.6 Special Assessments. The Board of Directors shall have the power to levy special assessments against an Owner or all Owners, consistent with the terms of Section 10.3, in the following manner for the following purposes:

(a) Deficits in Operating Budget. To correct a deficit in the operating budget, by vote of a majority of the Board;

(b) Breach of Documents. To collect amounts due to the Association from an Owner for breach of the Owner's obligations under the Declaration, including but not limited to amounts owing pursuant to Section 10.13, the Bylaws or the Rules and Regulations, by vote of a majority of the Board;

(c) Repairs. To make repairs or renovations to the Easement Areas if sufficient funds are not available from the operating budget or replacement reserve accounts, by vote of a majority of the Board; or

(d) Specific Assessments. To make any repairs, maintenance or to pay any other cost or fine, which is to be borne by a specific Owner or Owners under any provision of this Declaration, in which case the specific assessment shall be levied only against such Owner or Owners.

(e) Capital Additions. To make capital acquisitions, additions or improvements, by vote of at least seventy-five percent (75%) of all votes allocated to the Lots.

#### 10.7 Accounts.

(a) Types of Accounts. Assessments collected by the Association shall be deposited into at least two (2) separate accounts with a bank, which accounts shall be designated as (i) the Current Operating Account and (ii) the Reserve Account. Those portions of the assessments collected for current maintenance and operation levied under Section 10.4 will be deposited in the Current Operating Account, and those portions of the assessments collected as reserves for replacement and deferred maintenance of capital improvements will be deposited in the Reserve Account. Special Assessments shall be deposited into one of the two accounts, whichever is deemed by the Board to be appropriate. Following the Turnover Meeting, withdrawal of funds for the Association's Reserve Account shall require the signatures of two (2) members of the Board.

(b) Reserve Account. The Association shall pay out of the Reserve Account only those costs that are attributable to the maintenance, repair or replacement of capital

improvements for which reserves have been collected and held. No funds collected for the Reserve Account may be used for ordinary maintenance and operation purposes, unless repaid within six (6) months of withdrawal, or as approved by a majority of Owners.

(c) Current Operating Account. All ordinary maintenance and operating expenses shall be paid from the Current Operating Account.

10.8 Default in Payment of Assessments, Enforcement of Liens.

(a) Continuing Liability. No Owner may waive or otherwise exempt him/herself from liability for the assessments provided for herein, including, by way of illustration, but not limitation, abandonment of the Lot. No diminution or abatement of any assessment shall be claimed or allowed by reason of any alleged failure of the Association to take some action or perform some function required to be taken or performed by the Association under this Declaration or the Bylaws, or for inconvenience or discomfort arising from the making of repairs or improvements which are the responsibility of the Association, or from any action taken by the Association to comply with any law or ordinance, or with any order or directive of any municipal or other governmental authority, the obligation to pay assessments being a separate and independent covenant on the part of each Owner.

(b) Personal Obligation. All assessments properly imposed under this Declaration or the Bylaws shall be the joint and several personal obligation of all Owners of the Lot to which such assessment pertains. In a voluntary conveyance (that is, one other than through foreclosure or a deed in lieu of foreclosure), the grantees shall be jointly and severally liable with the grantor(s) for all Association assessments imposed through the recording date of the instrument effecting the conveyance. A suit for a money judgment may be initiated by the Association to recover such assessments without either waiving or foreclosing the Association's lien.

10.9 Application. All payments shall be applied first to costs, then to late charges, then to interest and then to delinquent assessments.

10.10 Re-Sale Certificates. The Association shall, within five (5) business days after receiving a written request therefor, and for a reasonable charge to be established by the Board, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid. A properly executed certificate of the Association as to the status of assessments on a Lot shall be binding upon the Association as of the date of issuance.

10.11 Effect of Nonpayment of Assessments: Remedies of the Association. Any assessments or installments thereof that are not paid when due shall be delinquent. All assessments shall be the personal obligation of the person or entity who was the Owner of such Lot at the time the assessment(s) fell due. Each Owner shall be personally liable for the portion of each assessment coming due while the Owner of a Lot, and each grantee of an Owner shall be jointly and severally liable for such portion thereof as may be due and payable at the time of

conveyance. Any assessment or installment thereof delinquent for a period of more than thirty (30) days shall incur a late charge and interest in an amount as the Board of Directors may from time to time determine. The Association shall cause a notice of delinquency to be given to any Owner who has not paid within thirty (30) days following the due date. If the assessment is not paid within fifteen (15) days after such delinquency notice, a lien, as herein provided, may attach to such Owner's Lot. In the event that the assessment remains unpaid thirty (30) days after the delinquency notice, the Association may, as the Board of Directors shall determine, institute suit to collect such amounts and/or to foreclose its lien.

10.12 Creation of the Lien. Each Owner of any Lot, by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, covenants and agrees to pay to the Association: (a) the initial assessment; (b) annual assessments; (c) special assessments; and (d) specific fines and assessments against any particular Lot that are established pursuant to the terms of this Declaration. All such assessments, together with late charges and interest, costs, including without limitation reasonable attorney's fees actually incurred, shall be a charge on the Lot, and shall be a continuing lien upon the Lot against which each assessment is made. Such lien shall be superior to all other liens and encumbrances on such Lot, except for (a) liens for ad valorem taxes; or (b) liens for all sums unpaid on a first mortgage or on any mortgage to Declarant duly recorded in the land records of Cowlitz County and all amounts advanced pursuant to such mortgage and secured thereby in accordance with the terms of such instrument. All other persons acquiring liens or encumbrances on any Lot after this Declaration shall have been recorded in such records shall be deemed to consent that such liens or encumbrances shall be inferior to future liens for assessments, as provided herein, whether or not prior consent is specifically set forth in the instruments creating such liens or encumbrances. The lien provided for in this Article shall be in favor of the Association and shall be for the benefit of all other Owners. The Association, acting on behalf of the Owners, shall have the power to bid on the Lot at any foreclosure sale or to acquire, hold, lease, mortgage or convey the same.

10.13 Interest, Late Fees. The Board in its reasonable discretion may from time to time adopt resolutions to set the rate of interest and to impose late fees on delinquent assessments or to levy fines or penalties for violations of the provisions of this Declaration, the Bylaws, any Rules and Regulations, and any rules and regulations adopted by the ARC. The adoption of such impositions shall be communicated to all Owners in writing not less than thirty (30) days before the effective date by a notice mailed to the assessment billing addresses of such Owners. Such impositions shall be considered assessments which are lienable and collectible in the same manner as any other assessments; provided, however, that no fine or penalty for violation of this Declaration, the Bylaws or any Rules and Regulations (other than late fees, fines or interest arising from an Owner's failure to pay regular or special assessments) may be imposed against an Owner or his Lot until such Owner is given an opportunity for a hearing as provided in Section 4.14.

10.14 Acceleration of Assessments. In the event an Owner is delinquent in payment of any assessment or installment on any assessment, the Association, upon not less than ten



(10) days' written notice to the Owner, may accelerate the due date of the full annual assessment for that fiscal year and all future installments of any special assessments.

10.15 Association's Right to Rents/Receiver. In any foreclosure suit by the Association with respect to such lien, the Association shall be entitled to collect reasonable rent from the defaulting Owner for the use of his Lot or shall be entitled to the appointment of a Receiver. Any default of the Owner in any provisions of the Declaration or Bylaws shall be deemed to be a default by the Owner of any mortgage to which the Owner is party or to which the Lot is subject.

10.16 Financial Records & Report. The Board of Directors shall prepare, or cause to be prepared, for any calendar year in which the Association levies or collects assessments, and shall distribute to all Owners at the annual meeting a balance sheet and operating statement (income and expense) of the Association, which shall contain a schedule of assessments received and receivable. The Board of Directors shall cause detailed and accurate records of the receipts and expenditures of the Association to be kept specifying and itemizing all expenditures. All records of the Association, including names and addresses of Owners and other occupants of the Lots, shall be available for examination by all Owners, holders of mortgages on the Lots and their respective authorized agents on reasonable advance notice during normal working hours at the offices of the Association or its managing agent.

## ARTICLE 11

### GENERAL PROVISIONS

11.1 Indemnification of Directors, Officers, Employees and Agents. To the fullest extent allowed by applicable Washington law, the Association shall indemnify any Director, officer, employee or agent who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (other than an action by the Association) by reason of the fact that he/she is or was a Director, officer, employee or agent of the Association or is or was serving at the request of the Association as a Director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by said person in connection with such suit, action or proceeding if he/she acted in good faith and in a manner he/she reasonably believed to be in, or not opposed to, the best interest of the Association, and, with respect to any criminal action or proceedings, had no reasonable cause to believe his conduct was unlawful. The termination of any action, suit or proceeding by judgment, order, settlement, conviction, or with a plea of nolo contendere or its equivalent, shall not of itself create a presumption that a person did not act in good faith and in a manner which he/she reasonably believed to be in, or not opposed to, the best interest of the Association, and with respect to any criminal action or proceedings, had reasonable cause to believe his conduct was unlawful. Payment under this clause may be made during the pendency of such claim, action, suit or proceeding as and when incurred, subject only to the right of the Association to reimbursement of such payment from such person, should it be proven at a later time that such

person had no right to such payments. All persons who are ultimately held liable for their actions on behalf of the Association as Directors, officers, employees or agents shall have a right of contribution over and against all other Directors, officers, employees or agents and members of the Association who participated with or benefited from the acts which created said liability.

11.2 Enforcement; Attorneys' Fees. Except for assessments, which may only be enforced by the Association pursuant to Article 10, the Association and the Owners within the Property or any tenant or mortgagee on any Lot shall have the right to enforce all of the covenants, conditions, restrictions, reservations, easements, liens and charges now or<sup>3</sup> hereinafter imposed by any of the provisions of this Declaration as may pertain specifically to such parties or Owners by any proceeding at law or in equity. Failure by either the Association or by any Owner, tenant or mortgagee to enforce any covenant, condition or restriction herein contained shall in no event be deemed a waiver of their right to do so thereafter. The prevailing party in any proceeding at law or in equity shall be entitled to recover its reasonable attorney fees and court costs from the non-prevailing party. However, no enforcement action shall be taken by either the Association or any Owner or any tenant or mortgagee on any lot unless notice and opportunity to cure has been provided to the party against whom enforcement is sought. In cases of the Association seeking enforcement, the notice and opportunity to cure period shall be thirty (30) days; in case of enforcement by an Owner or a tenant or mortgagee on any Lot, the notice and opportunity to cure period shall be sixty (60) days; and in all cases, the cure period for nonmonetary defaults shall be extended a reasonable period if the cure is initiated within the initial time to cure and the cure is diligently pursued.

11.3 Agreements. Subject to the prior written approval of Declarant (so long as Declarant owns any property for development, lease and/or sale in the Property), all agreements and determinations, including settlement agreements regarding litigation involving the Association, all fully authorized by the Board of Directors, shall be binding upon all Owners, their heirs, legal representatives, successors, assigns, and others having an interest in the Property or the privilege of possession and enjoyment of any part of the Property.

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

11.5 Variances. Notwithstanding anything to the contrary contained herein, the Board of Directors or its designee shall be authorized to grant individual variances from any of the provisions of this Declaration, the Bylaws and any rule, regulation or use restriction promulgated pursuant thereto if it determines that waiver of application or enforcement of the provision in a particular case would not be inconsistent with the overall scheme of development for the Property and would not adversely affect any individual Lot.

11.6 Severability. Invalidation of any one of these covenants, conditions or restrictions by judgment or court order shall not affect the other provisions hereof, and the same shall remain in full force and effect for the duration of this document.

11.7 Duration. The covenants, conditions and restrictions of this Declaration shall run with and bind the land for a term of thirty-five (35) years from the date of this Declaration being recorded, after which time they shall be automatically extended for successive periods of ten (10) years, unless rescinded by a vote of at least ninety percent (90%) of the Owners and ninety percent (90%) of the first mortgagees; provided, however, that amendments that do not constitute rescission of the planned development may be adopted as provided in Section 11.8 below. Additionally, any such rescission, which affects the Easement Areas, shall require the prior written consent of the City of Woodland and/or Cowlitz County.

11.8 Amendment. Except as otherwise provided in Section 11.5, Section 11.7 and the restrictions set forth elsewhere herein, this Declaration may be amended at any time by an instrument approved by not less than seventy-five percent (75%) of the total votes for all Lots subject to this Declaration, of each class of members that are eligible to vote. However, during the period of time prior to the Turnover Meeting, Declarant has full right to amend the Declaration, Bylaws and Articles of Incorporation without notice to or approval by any Class A members. Any amendment must be executed, recorded and certified as provided by law and a copy provided to all Owners of record within thirty (30) days prior to the effective date of the amendment. Provided, however, that no amendment of this Declaration shall effect an amendment of the Bylaws or Articles without compliance with the provisions of such documents, and the Washington Non-Profit Corporation statutes. Provided further, so long as the Declarant owns any Lot, no amendment affecting the general plan and development or any other right of the Declarant herein contained may be effected without the express written consent of the Declarant or its successors and assigns. Provided further that no Amendment of this Declaration, either before or after the Turnover Meeting, may reduce or eliminate any Lot's right of exclusive use without written consent of the affected Lot Owner. Provided further that no amendment may materially adversely affect any Owner or any Authorized User's rights under this Declaration without the written consent of such Owner and any tenant of such Owner.

11.9 Release of Right of Control. The Declarant may give up the right of control at any time by notice in writing to the Association.

11.10 Personal Pronouns. All personal pronouns used in this Declaration, whether used in the masculine, feminine or neuter gender, shall include all other genders; the singular shall apply to the plural and vice versa.

11.11 Unilateral Amendment by Declarant. The Declarant may amend this Declaration in order to comply with the requirements of the Federal Housing 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 other state in

which the Lots are marketed and sold, or any corporation wholly owned, directly or indirectly, by the United States or the State of Washington, or such other state, the approval of which entity is required in order for it to insure, guarantee or provide financing in connection with development of the Property and sale of Lots; provided that no such amendment may materially adversely affect any Owner or any Authorized User's rights under this Declaration without the written consent of such Owner and any tenant of such Owner. Prior to the Turnover Meeting, no Declarant amendment shall require notice to or approval by any Class A member; provided that no such amendment may materially adversely affect any Owner or any Authorized User's rights under this Declaration without the written consent of such Owner and any tenant of such Owner.

11.12 Resolution of Document Conflicts. In the event of a conflict among any of the provisions in the governing documents, such conflict shall be resolved by looking to the following documents in the order shown below:

1. Declaration of Covenants, Conditions, Restrictions and Easements;
2. Articles of Incorporation;
3. Any adopted Bylaws;
4. Any adopted Rules and Regulations.

***(remainder of page intentionally blank; the Declarant signatures and acknowledgements are on the pages below)***

IN WITNESS WHEREOF, the undersigned being a Declarant herein hereby executes this Declaration as of the date set forth below:

**Declarant:**

41st Avenue LLC, a Washington limited liability company

By: \_\_\_\_\_

Name: \_\_\_\_\_

Its: \_\_\_\_\_

Date: \_\_\_\_\_

STATE OF WASHINGTON            )  
  ) ss.  
County of \_\_\_\_\_            )

This record was acknowledged before me on \_\_\_\_\_, 2024 by \_\_\_\_\_, as \_\_\_\_\_ of 41st Avenue LLC, a Washington limited liability company.

\_\_\_\_\_  
NOTARY PUBLIC for the State of Washington,  
My Commission Expires: \_\_\_\_\_

IN WITNESS WHEREOF, the undersigned being a Declarant herein hereby executes this Declaration as of the date set forth below:

**Declarant:**

North County Holdings, LLC, a New Mexico limited liability company

By: \_\_\_\_\_

Name: \_\_\_\_\_

Its: \_\_\_\_\_

Date: \_\_\_\_\_

STATE OF WASHINGTON            )  
  ) ss.  
County of \_\_\_\_\_            )

This record was acknowledged before me on \_\_\_\_\_, 2024 by \_\_\_\_\_, as \_\_\_\_\_ of North County Holdings, LLC, a New Mexico limited liability company.

\_\_\_\_\_  
NOTARY PUBLIC for the State of Washington,  
My Commission Expires: \_\_\_\_\_

IN WITNESS WHEREOF, the undersigned being a Declarant herein hereby executes this Declaration as of the date set forth below:

**Declarant:**

River Place Ventures, LLC, a New Mexico limited liability company

By: \_\_\_\_\_

Name: \_\_\_\_\_

Its: \_\_\_\_\_

Date: \_\_\_\_\_

STATE OF \_\_\_\_\_ )  
 ) ss.

County of \_\_\_\_\_ )

This record was acknowledged before me on \_\_\_\_\_, 2024 by \_\_\_\_\_, as \_\_\_\_\_ of River Place Ventures, LLC, a New Mexico limited liability company.

\_\_\_\_\_  
NOTARY PUBLIC for the State of Washington,  
My Commission Expires: \_\_\_\_\_

**EXHIBIT "A"**  
(Declarant 41st Avenue LLC Property)

Lot 1 – Assessor's Parcel No. 5-0862-0100:

A TRACT OF LAND SITUATED IN THE NW 1/4 AND SW 1/4 OF THE SE 1/4 OF SECTION 12, TOWNSHIP 5 NORTH, RANGE 1 WEST, WILLAMETTE MERIDIAN, CITY OF WOODLAND, COWLITZ COUNTY, WASHINGTON, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

**LOT 1**

COMMENCING AT A 1/2" REBAR FOUND AT THE NORTHEAST CORNER OF THE SOLOMON STRONG D.L.C., THENCE, NORTH 77°51'39" WEST, 16.60 FEET TO A POINT ON THE WEST RIGHT OF WAY LINE OF GREEN MOUNTAIN ROAD, THENCE, ALONG SAID WEST RIGHT OF WAY LINE, NORTH 04°14'25" EAST, 373.89 FEET TO THE TRUE POINT OF BEGINNING ALSO BEING THE NORTHEAST CORNER OF THAT TRACT OF LAND AS DESCRIBED BY DEED RECORDED IN BOOK 760, PAGE 1355, COWLITZ COUNTY DEED RECORDS;

THENCE, ALONG THE NORTH LINE OF SAID DEED BOOK 760, PAGE 1355 TRACT, NORTH 77°51'39" WEST, 400.00 FEET TO THE NORTHEAST CORNER THEREOF;

THENCE, ALONG THE WEST LINE OF SAID DEED BOOK 760, PAGE 1355 TRACT, SOUTH 04°14'25" WEST, 137.72 FEET;

THENCE, NORTH 85°45'14" WEST, 50.05 FEET;

THENCE, NORTH 36°40'31" WEST, 694.93 FEET;

THENCE, NORTH 09°59'46" EAST, 34.39 FEET;

THENCE, SOUTH 80°00'14" EAST, 213.89 FEET TO A POINT OF CURVATURE;

THENCE, ALONG THE ARC OF A 467.00 FOOT RADIUS CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 21°19'59" (THE CHORD OF WHICH BEARS NORTH 89°17'48" EAST, 172.88 FEET) AN ARC LENGTH OF 173.88 FEET;

THENCE, NORTH 78°37'49" EAST, 136.58 FEET TO A POINT OF CURVATURE;

THENCE, ALONG THE ARC OF A 1283.00 FOOT RADIUS CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 14°05'34" (THE CHORD OF WHICH BEARS NORTH 85°40'33" EAST, 314.78 FEET) AN ARC LENGTH OF 315.57 FEET;

THENCE, SOUTH 87°16'40" EAST, 63.90 FEET TO A POINT ON SAID WEST RIGHT OF WAY LINE OF GREEN MOUNTAIN ROAD;

THENCE, ALONG SAID WEST RIGHT OF WAY LINE, SOUTH 02°50'25" WEST, 114.35 FEET TO A POINT OF CURVATURE;



THENCE, ALONG THE ARC OF A 11434.16 FOOT RADIUS CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 1°24'00" (THE CHORD OF WHICH BEARS SOUTH 3°32'25" WEST, 279.38 FEET) AN ARC LENGTH OF 279.39 FEET;

THENCE, SOUTH 04°14'25" WEST, 161.71 FEET TO THE TRUE POINT OF BEGINNING.

CONTAINS 360,223 SQUARE FEET, MORE OR LESS.

Lot 2 – Assessor's Parcel No. 5-0861-0100:

A TRACT OF LAND SITUATED IN THE NW 1/4 AND SW 1/4 OF THE SE 1/4 OF SECTION 12, TOWNSHIP 5 NORTH, RANGE 1 WEST, WILLAMETTE MERIDIAN, CITY OF WOODLAND, COWLITZ COUNTY, WASHINGTON, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

**LOT 2**

COMMENCING AT A 1/2" REBAR FOUND AT THE NORTHEAST CORNER OF THE SOLOMON STRONG D.L.C., THENCE, NORTH 77°51'39" WEST, 16.60 FEET TO A POINT ON THE WEST RIGHT OF WAY LINE OF GREEN MOUNTAIN ROAD, THENCE, ALONG SAID WEST RIGHT OF WAY LINE, NORTH 04°14'25" EAST, 535.60 FEET TO A POINT OF CURVATURE, THENCE, ALONG THE ARC OF A 11434.16 FOOT RADIUS CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 1°24'00" (THE CHORD OF WHICH BEARS NORTH 3°32'25" EAST, 279.38 FEET) AN ARC LENGTH OF 279.39 FEET; THENCE, ALONG SAID WEST RIGHT OF WAY LINE, SOUTH 02°50'25" WEST, 114.35 FEET TO THE TRUE POINT OF BEGINNING;

THENCE; NORTH 87°16'40" WEST, 63.90 FEET TO A POINT OF CURVATURE;

THENCE, ALONG THE ARC OF A 1283.00 FOOT RADIUS CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 14°05'34" (THE CHORD OF WHICH BEARS SOUTH 85°40'33" WEST, 314.78 FEET) AN ARC LENGTH OF 315.57 FEET;

THENCE, SOUTH 78°37'49" WEST, 136.58 FEET TO A POINT OF CURVATURE;

THENCE, ALONG THE ARC OF A 467.00 FOOT RADIUS CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 21°19'59" (THE CHORD OF WHICH BEARS SOUTH 89°17'48" WEST, 172.88 FEET) AN ARC LENGTH OF 173.88 FEET;

THENCE, NORTH 80°00'14" WEST, 213.89 FEET;

THENCE, NORTH 36°40'26" WEST, 52.76 FEET;

THENCE, NORTH 66°55'05" EAST, 290.04 FEET;  
THENCE, NORTH 43°27'28" WEST, 17.72 FEET;  
THENCE, NORTH 85°46'17" EAST, 167.07 FEET;  
THENCE, SOUTH 04°13'43" EAST, 48.21 FEET;  
THENCE, NORTH 80°18'07" EAST, 300.00 FEET;  
THENCE, NORTH 54°46'40" EAST, 32.53 FEET;  
THENCE, SOUTH 89°53'54" EAST, 188.94 FEET TO A POINT ON SAID WEST RIGHT OF WAY LINE OF GREEN MOUNTAIN ROAD;  
THENCE, ALONG SAID WEST RIGHT OF WAY LINE, SOUTH 02°50'25" WEST, 189.71 FEET TO THE TRUE POINT OF BEGINNING.  
CONTAINS 152,552 SQUARE FEET, MORE OR LESS.

Lot 3 – Assessor's Parcel No. 5-0865-0100:

A TRACT OF LAND SITUATED IN THE NW 1/4 AND SW 1/4 OF THE SE 1/4 OF SECTION 12, TOWNSHIP 5 NORTH, RANGE 1 WEST, WILLAMETTE MERIDIAN, CITY OF WOODLAND, COWLITZ COUNTY, WASHINGTON, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

**LOT 3**

COMMENCING AT A 1/2" REBAR FOUND AT THE NORTHEAST CORNER OF THE SOLOMON STRONG D.L.C., THENCE, ALONG THE NORTH LINE OF SAID SOLOMON STRONG D.L.C., NORTH 77°51'39" WEST, 834.81 FEET TO A POINT ON THE EAST RIGHT OF WAY LINE OF OLD PACIFIC HIGHWAY ALSO BEING THE TRUE POINT OF BEGINNING;

THENCE, ALONG SAID EAST RIGHT OF WAY LINE NORTH 36°40'43" WEST, 668.44 FEET TO THE SOUTHWESTERLY CORNER OF THAT TRACT OF LAND AS DESCRIBED IN AUDITOR'S FILE NUMBER 3429178, COWLITZ COUNTY DEED RECORDS;

THENCE, ALONG THE SOUTHERLY LINE OF SAID AUDITOR'S FILE NUMBER 3429178 TRACT, NORTH 53°19'17" EAST, 417.30 FEET;

THENCE, SOUTH 36°40'26" EAST, 52.76 FEET;

THENCE, SOUTH 09°59'46" WEST, 34.39 FEET;

THENCE, SOUTH 36°40'31" EAST, 694.93 FEET;

THENCE, SOUTH 85°45'14" EAST, 50.05 FEET;

THENCE, SOUTH 04°14'25" WEST, 133.36 FEET;  
THENCE, NORTH 78°03'34" WEST, 25.29 FEET;  
THENCE, SOUTH 04°14'46" WEST, 3.47 FEET TO A POINT OF CURVATURE;  
THENCE, ALONG THE ARC OF A 90.00 FOOT RADIUS CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 49°04'41" (THE CHORD OF WHICH BEARS SOUTH 28°47'03" WEST, 74.76 FEET) AN ARC LENGTH OF 77.09 FEET;  
THENCE, SOUTH 53°19'23" WEST, 255.71 FEET TO A POINT ON THE SAID EASTERLY RIGHT OF WAY LINE OF OLD PACIFIC HIGHWAY;  
THENCE, ALONG SAID EASTERLY RIGHT OF WAY LINE, NORTH 36°40'43" WEST, 253.54 FEET TO THE TRUE POINT OF BEGINNING.

CONTAINS 360,487 SQUARE FEET, MORE OR LESS.

Lot 4 – Assessor's Parcel No. 5-0868-0101:

A TRACT OF LAND SITUATED IN THE NW 1/4 AND SW 1/4 OF THE SE 1/4 OF SECTION 12, TOWNSHIP 5 NORTH, RANGE 1 WEST, WILLAMETTE MERIDIAN, CITY OF WOODLAND, COWLITZ COUNTY, WASHINGTON, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

**LOT 4**

COMMENCING AT A 1/2" REBAR FOUND AT THE NORTHEAST CORNER OF THE SOLOMON STRONG D.L.C., THENCE, ALONG THE NORTH LINE OF SAID SOLOMON STRONG D.L.C., NORTH 77°51'39" WEST, 303.61 FEET TO THE NORTHWEST CORNER OF THAT TRACT OF LAND AS DESCRIBED BY DEED RECORDED AS AUDITOR'S FILE NUMBER 3298426, COWLITZ COUNTY DEED RECORDS ALSO BEING THE TRUE POINT OF BEGINNING;

THENCE, ALONG THE WESTERLY LINE OF SAID AUDITOR'S FILE NUMBER 3662233, SOUTH 12°14'21" WEST, 207.02 FEET TO THE SOUTHEAST CORNER THEREOF;

THENCE, ALONG THE SOUTHERLY LINE OF SAID AUDITOR'S FILE NUMBER 3662233 TRACT, SOUTH 77°51'39" EAST, 4.83 FEET;

THENCE, ALONG THE WESTERLY LINE OF THAT TRACT OF LAND AS DESCRIBED BY DEED RECORDED AS AUDITOR'S FILE NUMBER 3662236, COWLITZ COUNTY DEED RECORDS THE FOLLOWING FOUR COURSES;

THENCE, SOUTH 13°52'43" WEST, 35.00 FEET TO A POINT OF CURVATURE;

THENCE, ALONG THE ARC OF A 180.00 FOOT RADIUS CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 33°27'12" (THE CHORD OF WHICH BEARS SOUTH 30°36'21" WEST, 103.61 FEET) AN ARC LENGTH OF 105.10 FEET;

THENCE, SOUTH 47°20'00" WEST, 48.72 FEET TO A POINT OF CURVATURE;

THENCE, ALONG THE ARC OF A 30.00 FOOT RADIUS CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 83°44'56" (THE CHORD OF WHICH BEARS SOUTH 05°27'49" WEST, 40.05 FEET) AN ARC LENGTH OF 43.85 FEET TO A POINT ON THE EASTERLY RIGHT OF WAY LINE OF OLD PACIFIC HIGHWAY;

THENCE, ALONG SAID EASTERLY RIGHT OF WAY LINE, NORTH 36°24'27" WEST, 217.02 FEET;

THENCE, CONTINUING ALONG SAID EASTERLY RIGHT OF WAY LINE, NORTH 36°40'43" EAST, 167.72 FEET;

THENCE, NORTH 53°24'19" EAST, 255.71 FEET TO A POINT OF CURVATURE;

THENCE, ALONG THE ARC OF A 90.00 FOOT RADIUS CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 49°04'41" (THE CHORD OF WHICH BEARS NORTH 28°47'03" EAST, 74.76 FEET) AN ARC LENGTH OF 77.09 FEET;

THENCE, NORTH 04°14'46" EAST, 3.47 FEET;

THENCE, SOUTH 78°03'34" EAST, 25.29 FEET TO THE SOUTHWESTERLY CORNER OF THAT TRACT OF LAND AS DESCRIBED BY DEED RECORDED IN DEED BOOK 760, PAGE 1355, COWLITZ COUNTY DEED RECORDS;

THENCE, ALONG THE SOUTHERLY LINE OF SAID DEED BOOK 760, PAGE 1355 TRACT, SOUTH 77°51'39" EAST, 96.49 FEET TO THE NORTHEASTERLY CORNER OF THAT TRACT OF LAND AS DESCRIBED BY DEED RECORDED IN BOOK 928, PAGE 786, COWLITZ COUNTY DEED RECORDS;

THENCE, ALONG THE WESTERLY LINE OF SAID DEED BOOK 928, PAGE 786 TRACT, SOUTH 04°07'20" WEST, 102.83 FEET TO A POINT ON THE NORTH LINE OF SAID SOLOMON STRONG D.L.C.;

THENCE, ALONG SAID NORTH LINE OF THE SOLOMON STRONG D.L.C., SOUTH 77°51'39" EAST, 16.28 FEET TO THE TRUE POINT OF BEGINNING.

CONTAINS 104,208 SQUARE FEET, MORE OR LESS.

**EXHIBIT "B"**  
(Declarant North County Holdings, LLC Property)

Lot 5 - Assessor's Parcel No. 5-0868-0100:

**THAT PORTION OF THE SOLOMON STRONG DONATION LAND CLAIM DESCRIBED AS FOLLOWS:**

**COMMENCING AT THE NORTHEAST CORNER OF THE SOLOMON STRONG DONATION LAND CLAIM;**  
**THENCE SOUTH 79° 52' 21" EAST 9.99 FEET TO THE CENTER LINE OF GREEN MOUNTAIN ROAD;**  
**THENCE SOUTH 01° 55' 53" WEST 163.25 FEET TO A 286.45 FOOT RADIUS CURVE TO THE RIGHT, THE CHORD OF WHICH BEARS SOUTH 19° 40' 23" WEST, 174.58 FEET;**  
**THENCE ALONG SAID CURVE 177.40 FEET;**  
**THENCE SOUTH 37° 24' 53" WEST A DISTANCE OF 33.42 FEET TO THE TRUE POINT OF BEGINNING;**  
**THENCE CONTINUING SOUTH 37° 24' 53" WEST 68.34 FEET TO A 573.09 FOOT RADIUS CURVE TO THE LEFT, THE CHORD OF WHICH BEARS SOUTH 30° 25' 53" WEST, 139.35 FEET;**  
**THENCE ALONG SAID CURVE 139.70 FEET;**  
**THENCE SOUTH 23° 26' 53" WEST 107.77 FEET TO THE NORTH LINE OF OLD PACIFIC HIGHWAY, AND A 289.93 FOOT RADIUS CURVE TO THE LEFT, THE CHORD OF WHICH BEARS NORTH 32° 32' 14" WEST, 213.06 FEET;**  
**THENCE ALONG SAID CURVE 213.47 FEET;**  
**THENCE NORTH 38° 42' 53" WEST 123.53 FEET TO A 30 FOOT RADIUS CURVE TO THE RIGHT, THE CHORD OF WHICH BEARS NORTH 03° 09' 17" EAST, 40.05 FEET;**  
**THENCE ALONG SAID CURVE 43.85 FEET;**  
**THENCE NORTH 45° 01' 28" EAST 48.72 FEET TO A 180 FOOT RADIUS CURVE TO THE LEFT, THE CHORD OF WHICH BEARS NORTH 28° 17' 49" EAST, 103.61 FEET;**  
**THENCE ALONG SAID CURVE 105.10 FEET;**  
**THENCE NORTH 11° 34' 11" EAST 36.50 FEET;**  
**THENCE SOUTH 79° 52' 21" EAST 81.53 FEET TO THE WEST LINE OF THAT CERTAIN TRACT OF LAND DESCRIBED IN DEED RECORDED UNDER AUDITOR'S FILE NO. 185329;**  
**THENCE SOUTH 03° 05' 39" WEST ALONG THE WEST LINE OF THE ERIC HANN TRACT AS DESCRIBED IN DEED RECORDED UNDER AUDITOR'S FILE NO. 881118043 A DISTANCE OF 157.50 FEET;**  
**THENCE SOUTH 79° 52' 21" EAST ALONG THE SOUTH LINE OF SAID HANN TRACT A DISTANCE OF 184.85 FEET TO THE TRUE POINT OF BEGINNING.**

**EXCEPTING THEREFROM ANY PORTION THEREOF LYING WITHIN THE RIGHT-OF-WAY OF OLD PACIFIC HIGHWAY OR GREEN MOUNTAIN ROAD.**

**SITUATE IN THE COUNTY OF COWLITZ, STATE OF WASHINGTON**

**EXHIBIT “C”**  
(Declarant River Place Ventures, LLC Property)

Lot 6 - Assessor’s Parcel No. 5-0869-0100:

**THAT PORTION OF THE SOLOMON STRONG DONATION LAND CLAIM DESCRIBED AS FOLLOWS:**

**BEGINNING AT A POINT ON THE NORTH LINE OF SAID DONATION LAND CLAIM WHERE IT INTERSECTS THE WEST RIGHT-OF-WAY LINE OF BURRIS CREEK ROAD (NOW KNOWN AS GREEN MOUNTAIN ROAD);**  
**THENCE SOUTHWESTERLY ALONG SAID RIGHT-OF-WAY LINE A DISTANCE OF 100 FEET TO THE TRUE POINT OF BEGINNING;**  
**THENCE CONTINUING SOUTHWESTERLY ALONG THE WESTERLY RIGHT-OF-WAY LINE OF SAID ROAD A DISTANCE OF 108.7 FEET;**  
**THENCE NORTHWESTERLY PARALLEL WITH THE NORTH LINE OF SAID DONATION LAND CLAIM A DISTANCE OF 312.7 FEET;**  
**THENCE NORTHERLY PARALLEL WITH THE EAST LINE OF SAID DONATION LAND CLAIM TO THE NORTH LINE THEREOF;**  
**THENCE SOUTHEASTERLY ALONG SAID NORTH LINE TO A POINT THAT IS WEST 208.7 FEET FROM THE WESTERLY RIGHT-OF-WAY LINE OF BURRIS CREEK ROAD;**  
**THENCE SOUTHWESTERLY PARALLEL WITH THE EAST LINE OF SAID DONATION LAND CLAIM 100 FEET;**  
**THENCE EASTERLY TO THE TRUE POINT OF BEGINNING.**

**EXCEPTING THEREFROM THE SOUTH 108.7 FEET OF THE EAST 208.7 FEET THEREOF.**

**SITUATE IN THE COUNTY OF COWLITZ, STATE OF WASHINGTON**

Lot 7 – Assessor’s Parcel No. 5-0872-0100:

**THAT PORTION OF THE SOLOMON STRONG DONATION LAND CLAIM DESCRIBED AS FOLLOWS:**

**BEGINNING AT THE INTERSECTION OF THE NORTH LINE OF THE SOLOMON STRONG DONATION LAND CLAIM AND THE WEST LINE OF THE GREEN MOUNTAIN ROAD;**  
**THENCE NORTH 79° 17' WEST ALONG THE NORTH LINE OF SAID DONATION LAND CLAIM A DISTANCE OF 208.7 FEET;**  
**THENCE SOUTHERLY PARALLEL WITH THE EAST LINE OF SAID DONATION LAND CLAIM A DISTANCE OF 100 FEET;**  
**THENCE SOUTH 79° 17' EAST, PARALLEL WITH THE NORTH LINE OF SAID DONATION LAND CLAIM, A DISTANCE OF 208.7 FEET, MORE OR LESS, TO THE WEST LINE OF SAID GREEN MOUNTAIN ROAD;**  
**THENCE NORTHERLY ALONG SAID ROAD A DISTANCE OF 100 FEET TO THE POINT OF BEGINNING.**

**EXCEPTING THEREFROM ANY PORTION THEREOF LYING WITHIN THE RIGHT-OF-WAY OF GREEN MOUNTAIN ROAD.**

**EXHIBIT “D”**  
(30’ Access, Utilities and Maintenance Easement)

**30.00 FOOT WIDE PRIVATE ACCESS, UTILITY AND MAINTENANCE EASEMENT**  
**LEGAL DESCRIPTION**  
**MARCH 8, 2024**

COMMENCING AT A 1/2” REBAR FOUND AT THE NORTHEAST CORNER OF THE SOLOMON STRONG D.L.C., THENCE, ALONG THE NORTH LINE OF SAID SOLOMON STRONG D.L.C., NORTH 77°51’39” WEST, 834.81 FEET TO A POINT ON THE EAST RIGHT OF WAY LINE OF OLD PACIFIC HIGHWAY; THENCE, ALONG SAID EAST RIGHT OF WAY LINE NORTH 36°40’43” WEST, 638.44 FEET TO THE TRUE POINT OF BEGINNING;

THENCE, NORTH 53°19’17” EAST, 314.47 TO A POINT OF CURVATURE;

THENCE, ALONG THE ARC OF A 93.00 FOOT RADIUS CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 46°40’28” (THE CHORD OF WHICH BEARS NORTH 76°39’32” EAST, 73.68 FEET) AN ARC LENGTH OF 75.76 FEET;

THENCE, SOUTH 80°00’14” EAST, 233.35 FEET TO A POINT OF CURVATURE;

THENCE, ALONG THE ARC OF A 497.00 FOOT RADIUS CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 21°19’59” (THE CHORD OF WHICH BEARS NORTH 89°17’48” EAST, 183.98 FEET) AN ARC LENGTH OF 185.05 FEET;

THENCE, NORTH 78°37’49” EAST, 136.58 FEET TO A POINT OF CURVATURE;

THENCE, ALONG THE ARC OF A 1253.00 FOOT RADIUS CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 14°05’34” (THE CHORD OF WHICH BEARS NORTH 85°40’33” EAST, 307.42 FEET) AN ARC LENGTH OF 308.19 FEET;

THENCE, SOUTH 87°16’40” EAST, 63.90 TO A POINT ON THE WESTERLY RIGHT OF WAY LINE OF GREEN MOUNTAIN ROAD;

THENCE, ALONG SAID WESTERLY RIGHT OF WAY LINE, NORTH 02°50’25” EAST, 30.00 FEET;

THENCE, NORTH 87° 16’ 40” WEST, 63.90 FEET TO A POINT OF CURVATURE;

THENCE, ALONG THE ARC OF A 1283.00 FOOT RADIUS CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 14°05’34” (THE CHORD OF WHICH BEARS SOUTH 85°40’33” WEST, 314.78 FEET) AN ARC LENGTH OF 315.57 FEET;

THENCE, SOUTH 78°37’49” WEST, 136.58 FEET TO A POINT OF CURVATURE;

THENCE, ALONG THE ARC OF A 467.00 FOOT RADIUS CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 21°19’59” (THE CHORD OF WHICH BEARS SOUTH 89°17’48” WEST, 172.88 FEET) AN ARC LENGTH OF 173.88 FEET;

THENCE, NORTH 80° 00’ 14” WEST, 233.35 FEET TO A POINT OF CURVATURE;

THENCE, ALONG THE ARC OF A 123.00 FOOT RADIUS CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 46°40'28" (THE CHORD OF WHICH BEARS SOUTH 76°39'32" WEST, 97.45 FEET) AN ARC LENGTH OF 100.20 FEET TO A POINT ON THE SOUTHERLY LINE OF THAT TRACT OF LAND AS DESCRIBED IN AUDITOR'S FILE NUMBER 3429178 ;

THENCE, ALONG THE SOUTHERLY LINE OF SAID AUDITOR'S FILE NUMBER 3429178 TRACT, NORTH 53°19'17" EAST, 314.47 FEET;

THENCE, ALONG SAID EASTERLY RIGHT OF WAY LINE OF OLD PACIFIC HIGHWAY, SOUTH 36°40'43" EAST, 30.00 FEET TO THE TRUE POINT OF BEGINNING.

CONTAINS 39,832 SQUARE FEET, MORE OR LESS.



**EXHIBIT “E”**  
(50’ Access, Utilities and Maintenance Easement)

**50.00 FOOT WIDE PRIVATE ACCESS, UTILITY AND MAINTENANCE EASEMENT**  
**LEGAL DESCRIPTION**  
**MARCH 8, 2024**

COMMENCING AT A 1/2” REBAR FOUND AT THE NORTHEAST CORNER OF THE SOLOMON STRONG D.L.C., THENCE, ALONG THE NORTH LINE OF SAID SOLOMON STRONG D.L.C., NORTH 77°51’39” WEST, 834.81 FEET TO A POINT ON THE EAST RIGHT OF WAY LINE OF OLD PACIFIC HIGHWAY; THENCE, ALONG SAID EAST RIGHT OF WAY LINE SOUTH 36°40’43” EAST, 219.94 FEET TO THE TRUE POINT OF BEGINNING;

THENCE, NORTH 76°09’15” WEST, 8.83;

THENCE, NORTH 53° 17’11’ EAST, 250.09 TO A POINT OF CURVATURE;

THENCE, ALONG THE ARC OF A 65.44 FOOT RADIUS CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 48°46’36” (THE CHORD OF WHICH BEARS NORTH 28°53’53” EAST, 54.04 FEET) AN ARC LENGTH OF 55.71 FEET;

THENCE, NORTH 04°14’38” EAST, 6.73 FEET;

THENCE, SOUTH 78°03’34” EAST, 50.45 TO A POINT OF NON-TANGENT CURVATURE;

THENCE, ALONG THE ARC OF A 115.44 FOOT RADIUS CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 48°52’40” (THE CHORD OF WHICH BEARS NORTH 28°50’51” EAST, 95.52 FEET) AN ARC LENGTH OF 98.48 FEET;

THENCE, SOUTH 53°17’11” WEST, 250.38 FEET;

THENCE, SOUTH 02°48’01” WEST, 8.41 FEET TO A POINT ON SAID EASTERLY RIGHT OF WAY OF OLD PACIFIC HIGHWAY;

THENCE, ALONG SAID EASTERLY RIGHT OF WAY LINE, NORTH 36°40’43” WEST, 63.31 FEET TO THE TRUE POINT OF BEGINNING.

CONTAINS 16,845 SQUARE FEET, MORE OR LESS.

**EXHIBIT “F”**  
(Utilities and Maintenance Easement)