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WASHINGTON STATE COUNTY AUDITOR/RECORDER'S  
INDEXING FORM (Cover Sheet)  
(RCW 65.04)

Please print or type information

<p><b>Document Title(s)</b> (or transactions contained therein):</p> <ol style="list-style-type: none"><li>1.</li><li>2. The View CCRS</li><li>3.</li><li>4.</li></ol>
<p><b>Reference Number(s)</b> of Documents assigned or released:</p> <p>Additional reference #'s on page ____ of document.</p>
<p><b>Grantor(s)</b> (Last name first, then first name and initials)</p> <ol style="list-style-type: none"><li>1.</li><li>2. Dan CLASS</li><li>3.</li><li>4.</li></ol> <p>Additional names on page ____ of document.</p>
<p><b>Grantee(s)</b> (Last name first, then first name and initials)</p> <ol style="list-style-type: none"><li>1.</li><li>2. Public</li><li>3.</li><li>4.</li></ol> <p>Additional names on page ____ of document.</p>
<p><b>Legal Description</b> (abbreviated: i.e. lot, block, plat or section, township, range)</p> <p>Additional legal is on page ____ of document.</p>
<p><b>Assessor's Property Tax Parcel/Account Number</b></p> <p>Assessor Tax # not yet assigned.</p>
<p>The Auditor/Recorder will rely on the information provided on the form. The staff will not read the document to verify the accuracy or completeness of the indexing information provided herein.</p>

Exhibit 2

**DECLARATION OF EASEMENTS, COVENANTS, CONDITIONS, AND RESTRICTIONS FOR THE VIEW SUBDIVISION**

Grantor: Deer, L.L.C.

Grantee: Deer, L.L.C.

Abbreviated Legal Description: Lots 1-12 The View, Book 14 of Plats, Page 44, 45

Assessor's Tax Parcel ID#: WC2503016250305, WC2503001

Reference Nos. of Documents Released or Assigned: N/A or \_\_\_\_\_

THIS DECLARATION is made this 10 day of April, 2007 by DEER, L.L.C., a Washington limited liability company ("Declarant").

WHEREAS, Declarant is the owner of certain real property located in the County of Cowlitz, State of Washington, and more particularly described in Exhibit "A" attached hereto and incorporated herein by this reference. Declarant has recorded the plat of The View (the "Property") in the plat records of Cowlitz County, Washington, in Book \_\_\_ of Plats, page \_\_\_\_\_. A copy of the plat map is attached hereto, marked Exhibit "B" and incorporated herein by this reference. Declarant desires to subject the Property described in such plat to the easements, covenants, conditions, and restrictions (the "Covenants") set forth herein for the benefit of such Property, and its present and subsequent owners.

NOW, THEREFORE, Declarant hereby declares that the Property above described shall be held, used, occupied, sold and conveyed subject to the following Covenants which are for the purpose of protecting the value and desirability of this Property and which shall run with the real property and be binding on all parties having any right, title or interest in the described Property, or any part thereof, their heirs, successors, and assigns, and shall inure to the benefit of each owner thereof. The Covenants shall be imposed upon and pass to the successor in interest of the Property and the lots therein as a servitude in favor of and enforceable by the owner of any other lot, the Association, and the Declarant.

**ARTICLE 1: DEFINITIONS** Whenever used in this Declaration, the following terms shall have the following meanings:

- 1.1 "Association" means the nonprofit corporation to be formed to serve as the homeowners' association as provided in Article 9 hereof, and its successors and assigns.
- 1.2 "Architectural Control Committee" means the Committee appointed pursuant to Article 8 hereof.
- 1.3 "Common Areas" means the tracts designated as such in this Declaration or described on the Plat Map, including any Improvements thereon.
- 1.4 "Declarant" means Deer, LLC, a Washington limited liability company, and its successors and assigns where the rights and duties of Declarant are specifically assigned.
- 1.5 "Improvement" means every structure or improvement of any kind, including but not limited to a fence, wall, driveway, swimming pool, storage shelter, or other product of construction efforts on or in respect to the Property.
- 1.6 "Lot" means a platted Lot within the Property, with the exception of any tract of Common Area.
- 1.7 "Owner" means the person or persons, including Declarant, owning any Lot in the Property, but does not include a tenant or holder of a leasehold interest or a person holding only a security interest in a Lot. The rights, obligations, and other status of being an Owner commence upon acquisition of the ownership of a Lot and terminate upon disposition of such ownership, but termination of ownership shall not discharge an Owner from obligations incurred prior to termination.
- 1.8 "Property" shall mean and refer to the certain real property described above in Exhibits "A" and "B" and all improvements and structures thereon.

- 1.9 **"Residence"** shall mean that portion or part of any structure located on a Lot intended to be occupied by one family as a dwelling, together with attached or detached garage, as the case may be, and the patios, porches, or steps annexed thereto, and shall also include any accessory unit.
- 1.10 **"Sold"** means that legal title has been conveyed or that a contract of sale has been executed and recorded under which the purchaser has obtained the right to possession.
- 1.11 **"This Declaration"** means all of the easements, covenants, restrictions and conditions set forth herein, together with any rules or regulations promulgated hereunder, as the same may be amended or supplemented from time to time in accordance with the provisions hereof .

## ARTICLE 2: PROPERTY SUBJECT TO THIS DECLARATION

### 2.1 Initial Development.

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

All that certain real property located in Cowlitz County, Washington, in that certain plat entitled "The View Including Lots A, B and C" filed in the plat records of Cowlitz County, Washington on the \_\_\_ day of \_\_\_\_\_, 2006 at Book \_\_\_\_\_, page \_\_\_\_\_ of Plats.

### 2.2 Annexation of Additional Property.

Declarant may from time to time and in its sole discretion annex to this Declaration any adjacent real property now or hereafter acquired by it, and may also from time to time and in its sole discretion permit other holders of adjacent real property to annex the adjacent real property owned by them to this Declaration.

## ARTICLE 3: USE RESTRICTIONS

### 3.1 Structures Permitted.

No structures shall be erected, altered, placed, or permitted to remain on any Lot except structures containing a detached single family dwelling together with a private garage. The foregoing provision shall not exclude construction of a private greenhouse, storage unit, private swimming pool or structure for the storage of a boat and/or camping trailer for personal use, provided it is located in the rear yard, is compatible in design and decoration with the dwelling structure constructed on such Lot, and has been approved by the Architectural Control Committee.

### 3.2 No Subdivision or Partition.

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

### 3.3 Residential Use.

Lots shall be used only for residential purposes. No trade, craft, business, profession, commercial or similar activity of any kind shall be conducted on any Lot, nor shall any goods, equipment, vehicles, materials or supplies used in connection with any trade, service or business be kept or stored on any Lot. Nothing in this paragraph shall be deemed to prohibit:

- a) Activities relating to the rental or sale of Lots.
- b) The right of Declarant or any contractor or homebuilder to construct Improvements on or to any Lot, to store construction materials and equipment on such Lots in the normal course of construction, and to use any Lot as a sales office or model home for purposes of sales or rental.
- c) The right of the Owner of a Lot to use the Residence as a "home office," including without limitation, to maintain the Owner's professional personal library, keep the Owner's personal business or professional records or accounts, handle the Owner's personal business or professional telephone calls or confer with business or professional associates, clients or customers; provided, however, that the Residence is not generally open to the public, is limited to occasional by-appointment-only customer, client or trade visitor visitation, is limited to operations conducted solely by the Owner and/or the Owner's family members.

**3.4 Offensive or Unlawful Activities.**

No noxious or offensive activities shall be carried on upon any Lot or Common Area, nor shall anything be done or placed on any Lot or Common Area which interferes with or jeopardizes the enjoyment of other Lots or the Common Areas. No unlawful use shall be made of a Lot or any part thereof, and all valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction thereof shall be observed.

**3.5 Animals.**

No animals, reptiles, livestock or poultry of any kind shall be raised, bred, kept or permitted within any lot other than five or less household pets which are not kept, bred or raised for commercial purposes and which are reasonably controlled so as not to be a nuisance. Any other domestic animals shall be permitted only if approved by the Board of Directors of the Association. Any inconvenience, damage or unpleasantness caused by an animal shall be the responsibility of the respective owners thereof. No dog shall be permitted to roam the Property unattended, and all dogs shall be kept on a leash when outside a lot.

**3.6 Maintenance of Structures and Grounds.**

Each Owner shall maintain the Owner's Lot and Improvements thereon in a clean and neat condition, in good repair and in such fashion as not to create a fire hazard. Such maintenance shall include, without limitation, painting, repair, replacement and care for roofs, gutters, downspouts, exterior building surfaces, walks and other exterior improvements and glass surfaces. All repainting or restaining and exterior remodeling shall be subject to prior review and approval by the Architectural Control Committee. In addition, each Owner shall keep all shrubs, trees, grass and plantings of every kind on the Owner's Lot neatly trimmed, properly cultivated, and free of trash, weeds and other unsightly material. Damage caused by fire, flood, storm, earthquake, riot, vandalism, or other causes shall be likewise the responsibility of the Owner and shall be restored within a reasonable period of time.

**3.7 Parking.**

- a) Vehicles which are not in daily use shall not be parked in streets or driveways.
- b) Parking of boats, trailers, motorcycles, trucks, mobile homes, campers or other recreational vehicles or equipment, regardless of weight, and parking of any other vehicles in excess of one ton load capacity shall not be allowed on any part of the Property nor on streets adjacent thereto for more than six hours or such other period as may be permitted by the Association Rules and Regulations, excepting only within the confines of an enclosed garage.

**3.8 Vehicle Maintenance and Vehicles in Disrepair.**

- a) Vehicle maintenance or repair shall not be conducted on streets within the Property. All vehicle maintenance and repair shall be completed on the Owner's Lot, either in the garage or on the driveway.
- b) No Owner shall permit any vehicle which is in an extreme state of disrepair to be abandoned or to remain parked upon any part of a Lot or on any street for a period in excess of forty-eight (48) hours, unless the vehicle is kept entirely within a fully enclosed garage. A vehicle shall be deemed in an "extreme state of disrepair" when the Board of Directors reasonably determines that its presence offends the occupants of the neighborhood. Should any Owner fail to remove such vehicle within five (5) days following the date on which notice is mailed to him by the Association, the Association may have the vehicle removed from the Property and charge the expense of such removal and subsequent storage or removal to the Owner.

**3.9 Signs.**

No signs shall be erected or maintained on any Lot except any project sign installed by Declarant and one address sign of a maximum size of 12 inches by 12 inches and except that no more than one "For Sale" or "For Rent" sign placed by the Owner, Declarant or by a licensed real estate agent; not exceeding five (5) square feet in size, may be temporarily displayed on any Lot. The restrictions contained in this paragraph shall not prohibit signs in windows or warning notices if approved by the Architectural Review Board or the temporary placement of "political" signs on any Lot by the Owner. No signs may be mounted on or nailed to trees.

**3.10 Rubbish and Trash.**

No part of the Property shall be used as a dumping ground for trash or rubbish of any kind. All garbage and other waste shall be kept in appropriate sanitary containers for proper disposal and, except for day of collection, shall be kept within garages or a screened enclosure which is out of public view. Yard rakings, dirt and other material resulting from landscaping work shall not be dumped onto streets, sidewalks, the Common Area, or on any Lots. Should any Owner fail to remove any trash, rubbish, garbage, yard rakings or any such material from any Lot where deposited by him within ten (10) days following the date on which notice is mailed to him by the Board of Directors of the Association, the Association may have such materials removed and charge the expense of such removal to the Owner.

**3.11 Commencement of Construction.**

The Owner shall commence construction of a residence on the Owner's Lot within two (2) years after acquisition by the Owner, unless the Architectural Control Committee has approved an extension of such period. Prior to commencement of construction, the Lot shall be kept in a neat and orderly condition, free of brush, vines, weeds and other debris, and the grass shall be cut or mowed at regular intervals sufficient to prevent creation of a nuisance or fire hazard.

**3.12 Course of Construction.**

- a) Any damage caused during construction to curbs, sidewalks, streets, and other Lots, will be the responsibility of the Owner or builder to remedy.
- c) Construction work shall be permitted only between the hours of 7 a.m. and 7 p.m., Monday through Saturday. On Sundays, only interior work shall be permitted between the hours of 7 a.m. and 6 p.m. The site shall be kept reasonably clean and in workmanlike order, free of litter and debris, with a garbage can or other garbage disposal facility on site during such period. Construction sites shall be cleaned at least once every seven (7) days. All building materials shall be kept completely on the construction site. Roadways shall be kept free of dirt and rock debris and washed down to clean when necessary. The Owner and/or builder shall be responsible for the actions of their workers, including subcontractors, in connection with construction work on the Lot.

**3.13 Completion of Construction.**

The construction of any building on any Lot, including painting, all exterior finishes, and driveways, shall be completed within eighteen (18) months from the beginning of construction so as to present a finished appearance when viewed from any angle. In the event of undue hardship due to weather conditions, this provision may be extended for a reasonable length of time upon written approval from the Architectural Control Committee.

**3.14 Temporary Structures.**

No structure of a temporary character, trailer, motor home, or tent shall be used on any Lot at any time as a residence.

**3.15 Outdoor Facilities.**

- a) Play equipment shall not be located in front yards, attached to the front of a residence, or placed on public streets.
- b) Service items (garbage, fuel tanks, clotheslines, etc.) shall be screened such that the elements screened are not visible at any time from the street.

**3.16 Antennas and Satellite Dishes.**

There shall be no exposed or exterior radio or television transmission or receiving antennas or dishes, or other exterior transmission or receiving devices erected, placed, or maintained on any structure or land in the subdivision which is visible from the street, except to the extent this restriction is contrary to law.

**3.17 Association Rules and Regulations.**

Association Rules and Regulations are contained in The View Homeowners' Association Bylaws. In addition, the Association may, from time to time, adopt, modify, or revoke such rules and regulations governing the conduct of persons and the operation and use of lots and the common area as it may deem

necessary or appropriate in order to assure the peaceful and orderly use and enjoyment of the Property. A copy of the rules and regulations, upon adoption, and a copy of each amendment, modification or revocation thereof, shall be delivered by the Association Board of Directors promptly to each owner and shall be binding upon all lots and all owners and occupants of all Lots upon the date of adoption. The method of adoption of such rules shall be as provided in the Bylaws.

#### **ARTICLE 4: DESIGN GUIDELINES**

##### **4.1 Building Sites.**

All structures shall be constructed with the setback, side yard, and height requirements set by the Ordinances of Cowlitz County, Washington. The Architectural Control Committee as established in Article 8 must approve the site location and house plans of the structure. All houses must be of compatible design for appearance from the street side (curb appeal).

##### **4.2 Building Size and Type.**

Design consideration shall be given to maintain compatibility to the surrounding Residences. Minimum square footage for a Single Family Detached Residence, excluding garage, enclosed patios or decks, attics and unheated storage area shall be as follows:

- a) One-Story: 3,000 square feet
- b) One-Story-plus-Daylight-Basement, Split-Level, or Two-Story, etc.: 3,000 square feet

##### **4.3 Design Diversity.**

To promote design diversity, no more than two (2) of any identical plan shall be built upon the Property. A mirror image of a plan shall be considered unique and is subject to the same limit. Identical plans and mirror plans must each have different exterior color schemes. Neither identical nor mirror plans may be built next to each other.

##### **4.4 Garages.**

Each residence shall provide a garage enclosure for a minimum of three (3) car parking. Carports may not be substituted as an enclosed garage area.

##### **4.5 Fences.**

The height of a boundary fence on any Lot shall be submitted and approved by the Architectural Control Committee. Said fence may not be placed forward of the dwelling's front elevation building footprint. No fence shall exceed six (6) feet without receiving an approved permit from the Cowlitz County Building and Planning Department. The design and material usage for all fencing in The View shall be as approved by the Architectural Control Committee.

##### **4.6 Exterior Design and Finish.**

Exterior design and colors must be approved for use by the Architectural Control Committee.

- a) Compatibility. Exterior details such as doors, trim, columns, decks, stairs, railings, eaves, gutters, fences, and exterior finish on garages and other accessory buildings shall be designed, built and maintained to be compatible with the exterior of the structures they adjoin.

##### **4.7 Exterior Materials.**

Exterior materials must be approved for use by the Architectural Control Committee. Roofing materials must be 40-year (minimum) architectural composition shingle, tile (ceramic, natural, concrete, or approved simulated), or approved metal. All Residences shall have a minimum of twenty-five percent (25%) masonry (stone, brick, cultured stone or approved alternative) on the front of the house; the balance of siding shall be cedar, fiber-cement, or stucco. In appropriate circumstances the Architectural Control Committee can approve additional materials, if necessary, to facilitate design, provided they are in keeping with the character of The View Subdivision.

##### **4.8 Landscaping.**

All lots are to be landscaped in the front yard within ninety (90) days of when the residence is complete enough to be occupied. In the event of undue hardship due to weather conditions, an extension may be granted for a reasonable length of time upon written approval by the Architectural Control Committee. Landscaping shall be maintained in such a way as to have a neat appearance. Each lot is to have at least two (2) deciduous trees with diameters of not less than two (2)-inches, one (1) of which is to be planted within six (6) feet of the sidewalk in the front yard.

**4.9 Heating and Air Conditioning.**

Exterior air conditioning or heating units and/or heat pump design shall be located such that they are not visible from the street. Window-mounted air conditioners shall not be allowed at the front elevation of any residence.

**4.10 Pest Inspections.**

The agents of the Association, and any contractor or other person authorized by the Association, may, upon 48 hours' notice, enter any Lot in order to inspect for any vermin or other pests if due and reasonable cause so warrants in order to control or exterminate vermin or other pests for the reasonable benefit of the property.

**ARTICLE 5: DECLARANT'S RIGHTS**

**5.1 Sales Office and Models.**

Declarant shall have the right to maintain a Sales office and Model Unit in one or more of the Lots or Residences, which the Declarant owns. The Declarant and prospective purchasers and their agents shall have the right to use and occupy the Sales Office and Model during reasonable hours any day of the week. Declarant may assign these rights to other builders of Residences on the Property.

**5.2 Project Signage.**

Declarant reserves the right to locate and maintain on the property a sign or signs with a description of The View Subdivision and sales information. Such signage shall be removed upon closing the sale of the last lot of the subdivision.

**5.3 Addendums/Amendments to CC&R's.**

Declarant shall have the right to modify the Declaration at any time, by providing a written addendum and recording the same in the public records of Cowlitz County, Washington. Such modification will be assumed reasonable and in the best interest of a minimum of seventy-five percent (75%) of all the owners of The View Subdivision.

**ARTICLE 6: ARCHITECTURAL CONTROL COMMITTEE**

**6.1 Architectural Review.**

No structure, including storage shelters, shall be commenced, erected, placed or altered on any Lot until construction plans and specifications and a plan showing the nature, shape, height, material, colors, and proposed location of the structure as outlined in the required "Compliance Sheet" is submitted on each project as per Exhibit "C" on the last page of this Declaration or changes have been submitted to and approved by the Architectural Control Committee (the "AC Committee"). It is the intention and purpose of this covenant to assure quality of workmanship and materials and harmony of external design and location in relation to surrounding structures and topography. In all cases, the AC Committee's consent is required.

- 1) Major Construction: In the case of initial or substantial additional construction of a dwelling, the Owner shall prepare and submit to the AC Committee such plans and specifications for the proposed work as the AC Committee may require. Material required by the AC Committee may include, but not necessarily be limited to, the following:
  1. A plan indicating location of all existing and proposed improvements.
  2. Drawings and specifications showing existing, if applicable, and proposed exterior elevations, exterior materials, and exterior color scheme of all improvements.

The AC Committee shall render its decision with respect to the proposal within thirty (30) working days after it has received all required materials. In the event the AC Committee fails to approve or disapprove such

request, including a request for Minor Work, within thirty (30) working days after all required plans and specifications have been submitted to the AC Committee, such approval shall be deemed given by the AC Committee.

- 2) **Minor Work:** In the case of minor additions or remodeling, change of existing exterior color scheme or exterior materials, greenhouse or swimming pool construction, or any other work not referred to in (a) above, the Owner shall submit to the AC Committee such plans and specifications for the proposed work as the AC Committee deems necessary to evaluate the proposal. The AC Committee shall render its decision with respect to the proposal within ten (10) working days after it has received all required materials.

#### 6.2 Architectural Control Committee Decision.

The Committee may, at its sole discretion, withhold consent to any proposed work if the AC Committee finds that the proposed work would be inappropriate for the particular Lot or incompatible with the design standard that the Declarant intended for the subdivision in the AC Committee's reasonable determination. Considerations such as siting, shape, size, color, design, height, and impairment of the view from other Lots within this subdivision or other effects on the enjoyment of other Owners, and other factors, which the AC Committee reasonably believes to be relevant, may be taken into account by the AC Committee in determining whether or not to consent to any proposed work.

#### 6.3 Inspection.

Upon completion of any improvement, the particular lot owner shall notify the AC Committee in writing. The AC Committee shall have thirty (30) days in which to inspect and examine the improvement for compliance with architectural and site plans as approved by the AC Committee. Should the AC Committee fail to act within such thirty (30) days, the improvement shall be deemed to conform and have been approved. In the event the improvement does not comply, the AC Committee shall give the Owner written notice of same and shall require compliance or removal of the improvement within thirty (30) days.

#### 6.4 Membership -- Appointment and Removal.

The Declarant shall serve as the AC Committee until the Declarant exercises the option to appoint three (3) people to serve as the AC Committee. At such time as Class B membership terminates, the AC Committee shall be appointed by the Board of Directors of the Association. In the absence of such appointment or in the event the AC Committee fails to comprise three (3) people, e.g., by resignation, the Board of Directors shall be the AC Committee until the AC Committee comprises three (3) people. Two-thirds (2/3) of the AC Committee shall constitute a quorum thereof. The approval of the AC Committee shall not be unreasonably withheld, but its approval will be granted only after the AC Committee convinced that the proposed construction complies fully with the CC& R's herein. The Declarant or Association shall keep on file a list of names and addresses of AC Committee members. A member of the AC Committee shall not be entitled to any compensation for services performed pursuant to these Covenants.

#### 6.5 Liability.

The AC Committee shall not be responsible for any defects in any plans or specifications, or any structure or improvement erected according to such plans or specifications. The AC Committee shall not have any liability on the account of whether or not a plan is reviewed or approved. Neither the AC Committee nor any member thereof shall be liable to any Owner, occupant, builder or developer for any damage, loss or prejudice suffered or claimed on account of any action or failure to act by the AC Committee or a member thereof, provided that the AC Committee has, in accordance with the actual knowledge possessed by it and/or a member thereof, acted in good faith. The "good faith" of the members of the AC Committee shall be based solely on the subjective standards of the members.

#### 6.6 Action.

The AC Committee may render its decisions only by written instrument setting forth the action taken by the members consenting thereto.



**6.7 Non-Waiver.**

Consent by the AC Committee to any matter proposed to it within its jurisdiction under these covenants shall not be deemed to constitute a precedent or waiver impairing its right to withhold approval as to any similar matter thereafter proposed or submitted to it for consent.

**6.8 Effective Period of Consent.**

The AC Committee's consent to any proposed work shall automatically be revoked one year after issuance unless construction of the work has commenced or the Owner has applied for and received an extension of time from the AC Committee.

**6.9 View Encroachment**

When considering plans, specifications and site plans the Architectural Control Committee shall consider a general intent to allow and maintain a view of the Columbia River from each lot sold as a view lot. However, the Architectural Control Committee does not guarantee that there will be no partial obstruction of any particular view from any particular lot. The Architectural Control Committee shall have discretion to approve plans, specifications and site plans which will result in a partial obstruction of the view from another lot. No landowners may bring or maintain against the Architectural Control Committee or any employee, agent, officer or member of any of the foregoing, or against any other landowner, any action for damages or for other relief related to loss or threatened loss of any view which is or may be partially obstructed by construction of any building or other improvement which is approved or which may be approved through the exercise of discretionary authority under this section including approval deemed to be given by passage of time in the absence of actual written approval or disapproval.

However, if a view corridor of the Columbia River is encroached upon by any building or other improvement which is not approved pursuant to this section or by trees, hedges or shrubbery (other than trees existing on any property at the time of recording of this document) which have not been previously approved by the developer, the landowner with the obstructed view may send or cause to be sent to the landowner of the property with the obstruction, a written notice informing said landowner of the obstruction and requesting removal or trimming or topping of the obstruction.

Any such notice shall be mailed by both regular first class mail and by certified or registered mail requiring a return receipt upon delivery properly addressed to the residence address of the landowner and with postage prepaid. The request shall be specific to enable both parties to agree on the obstruction and remedy. The landowner of the property with the obstruction will have 90 days from the date of mailing of the notice to either remove, trim or top the obstruction. If the landowner of the land with the obstruction does not comply with the request to remove, trim or top the obstruction then the landowner with the obstructed view may bring an action against the other landowner, but not against the Developer, its designated representative or successor, The View Homeowners' Association or the Architectural Control Committee, or any employee, agent, officer or member of any of the foregoing, and may recover damages or an injunction or both to compensate for and cause removal of the obstruction.

**ARTICLE 7: ASSOCIATION**

Declarant shall organize an association (the "Association") of all of the owners within the property. Such Association, its successors and assigns, shall be organized under the name "The View Homeowners' Association" or such similar name as Declarant shall designate, and shall have such property, powers, and obligations as are set forth in this Declaration for the benefit of the Property and all Owners of property located therein.

**7.1 Organization.**

Declarant shall organize the Association as a nonprofit corporation under the general nonprofit corporation laws of the State of Washington and **Chapter 64.38** of the Revised Code of Washington. The Articles of Incorporation of the Association shall provide for its perpetual existence. To the greatest extent possible, any successor entity shall be governed by the Articles of Incorporation and Bylaws of the Association as if they had been made to constitute the governing documents of the entity.

#### 7.2 Membership.

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

#### 7.3 Voting Rights.

The Association shall have two classes of voting membership:

- 1) Class A. Class A members shall be all owners, including Declarant, to the extent Declarant owns any Lots.
- 2) Class B. The Class B member shall be the Declarant, its successors and assigns. Class B membership shall terminate upon the happening of any of the following events, whichever occurs earlier: (1) five years after the date of recording of this Declaration; (2) Upon the sale of two-thirds (2/3) of the Lots; or (3) such earlier date as Declarant may elect to terminate such membership. Until the Class B membership is terminated as provided above, all voting rights in the Association shall belong to the Class B member, except to the extent otherwise expressly provided herein. Upon termination of the Class B membership, all voting rights in the Association shall belong to the Class A members, including Declarant. On all matters upon which the Class A members are entitled to vote, each Class A member shall have one vote for each Lot owned by said Class A member within the Property. When more than one person holds an interest in any lot, all such persons shall be members. The vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any individual lot.

#### 7.4 Powers and Obligations.

The Association shall have, exercise and perform all of the following powers, duties and obligations:

- 3) The powers, duties and obligations granted to the Association by this Declaration.
- 4) The powers and obligations of a nonprofit corporation pursuant to the general nonprofit corporation laws of the State of Washington.
- 5) Any additional or different powers, duties, and obligations necessary or desirable for the purpose of carrying out the functions of the Association pursuant to this Declaration or otherwise promoting the general benefit of the Owners within the Property, and as set forth in **Chapter 64.38** of the Revised Code of Washington.

The powers and obligations of the Association may from time to time be amended, repealed, enlarged or restricted by changes in this Declaration made in accordance with the provisions herein, accompanied by changes in the Articles of Incorporation or Bylaws of the Association made in accordance with such instruments and with the nonprofit corporation laws of the State of Washington.

#### 7.5 Liability.

A member of the board of directors of the Association or the AC Committee or an officer of the Association shall not be liable to the Association or any member thereof for any damage, loss, or prejudice suffered or claimed on account of any action or failure to act in the performance of his or her duties, except for acts of gross negligence or intentional acts. In the event any member of the Board of Directors or the AC Committee or any officer of the Association is made a party to any proceeding because the individual is or was a director or officer of the Association, the Association shall defend and indemnify such individual against liability and expenses incurred to the maximum extent permitted by law.

#### 7.6 Interim Board: Turnover Meeting.

Declarant shall have the right to appoint an interim Board of one to three directors, who shall serve as the Board of Directors of the Association until replaced by Declarant or the Directors' successors have been elected by the Owners at the turnover meeting described in this section. Declarant shall call a meeting of the Association for the purpose of turning over administrative responsibility for the Property to the Association not later than one hundred twenty (120) days after termination of the Class B membership in accordance with Section 9.3(b) above. At the turnover meeting, the interim directors shall resign and their successors shall be elected by the Owners as provided in this Declaration and in the Bylaws of the Association. If Declarant fails to call the turnover meeting as required by this section, any Owner may call the meeting by giving notice as provided in the Bylaws.

**ARTICLE 8: MAINTENANCE AND ASSESSMENTS****8.1 Maintenance.**

The Association shall provide for and perform all maintenance upon the Common Areas.

**8.2 Purpose of Assessments.**

The assessments levied by the Association pursuant to this Declaration shall be used exclusively for the purpose of promoting the health, safety, and welfare of the residents in the Property and in particular for the improvement and maintenance of properties, services, and facilities devoted to this purpose and related to the use and enjoyment of the Common Area.

**8.3 Duty of the Board of Directors.**

The Board of Directors shall fix the amount of the assessments against each Lot for the purposes set forth above, taking into account the need for reasonable reserves for such purposes. The Board of Directors shall give each Owner written notice of such assessment at least thirty (30) days in advance of the due date of the assessment and shall cause to be prepared a roster of the Lots showing assessments applicable to each Lot. The roster shall be kept in the Association office and shall be subject to inspection by any Owner during regular business hours. Upon demand, the Board of Directors shall furnish to any Owner a certificate in writing setting forth whether the assessments on such Owner's Lot have been paid.

**8.4 Amount of Assessments.**

The annual assessment for purposes of Section 10.3 above shall be assessed equally against each Lot, except that no assessment shall be levied against any Lot until the earlier of (1) sale to a purchaser other than a builder for resale, in which case upon the closing of such sale, the purchaser of the lot shall pay to the Association the pro rata portion of the assessment owing for the remainder of the applicable billing period; or (2) upon the expiration of six (6) months following sale to a builder for resale, at which time the builder shall pay assessments retroactive to the date of purchase.

**8.5 Special Assessments.**

In addition to the assessments authorized by Section 10.3 above, the Association may levy in any assessment year a special assessment, applicable to that year only, for the purpose of defraying all or part of the cost of any construction or reconstruction, unexpected repair, or replacement of a described capital improvement upon the Common Area, or for any other one-time expenditure not to be paid for out of regular annual assessments. No such assessment may be levied without the vote or written consent of seventy-five percent (75%) of the voting power of the Class A members and the consent of the Class B member, if any.

**8.6 Creation of Lien and Personal Obligation of Assessments.**

Declarant, for each Lot owned by it within the Property, does hereby covenant, and each Owner of any Lot by acceptance of a conveyance thereof, whether or not so expressed in any such conveyance, shall be deemed to covenant to pay to the Association all assessments or other charges as may be fixed, established, and collected from time to time in the manner provided in this Declaration. Such assessments and charges, together with any interest, expenses, or attorneys' fees imposed pursuant to Section 10.3 shall be a charge on the land and shall be a continuing lien upon the Lot against which each such assessment or charge is made. Such assessments, charges and other costs shall also be the personal obligation of the person who was the Owner of such Lot at the time when the assessment or charge fell due. Such liens and personal obligations shall be enforced in the manner set forth in Article 11 below.

**ARTICLE 9: ENFORCEMENT****9.1 Nonqualifying Improvements and Violation of General Protective Covenants.**

In the event any Owner constructs or permits to be constructed on his Lot an Improvement contrary to the provisions of this Declaration, or causes or permits any Improvement, activity, condition, or nuisance contrary to the provisions of this Declaration to remain uncorrected or unabated, then the Association, acting through its Board of Directors, may notify the Owner in writing of any such specific violations of this Declaration and may require the Owner to remedy or abate the same within thirty (30) days of written notice or such greater time period as agreed upon by the Board. If the Owner is unable, unwilling, or refuses to comply with the Association's specific directives for remedy or abatement, or the Owner and the Association

cannot agree to a mutually acceptable solution within the framework and intent of this Declaration, after notice and opportunity to be heard and within sixty (60) days of written notice to the Owner, then the Association, acting through its Board of Directors, shall have the right to do any or all of the following:

- a. Impose reasonable fines against such Owner in the manner and amount the Board deems appropriate in relation to the violation.
- b. Enter the offending Lot and remove the cause of such violation, or alter, repair or change the item which is in violation of this Declaration in such a manner as to make it conform thereto, in which case the Association may assess such Owner for the entire cost of the work done, provided that no items of construction shall be altered or demolished in the absence of judicial proceedings.
- c. Bring suit or action against the Owner on behalf of the Association and other Owners to enforce this Declaration.

#### 9.2 Default in Payment of Assessments: Enforcement of Lien.

If an assessment or other charge levied under this Declaration is not paid within thirty (30) days of its due date, such assessment or charge shall become delinquent and shall bear interest from the due date at the rate set forth below. In such event, the Association may exercise any or all of the following remedies:

- a. The Association may suspend such Owner's voting rights and right to use the Common Area until such amounts, plus other charges under this Declaration, are paid in full and may declare all remaining periodic installments of any annual assessment immediately due and payable. In no event, however, shall the Association deprive any Owner of access to and from his Lot.
- b. The Association shall have a lien against each Lot for any assessment levied against the Lot and any fines or other charges imposed under this Declaration or the Bylaws against the Owner of the Lot from the date of recording of a Notice of Lien in the county real property records. The lien shall be foreclosed in accordance with the provisions regarding the foreclosure of liens under Washington law. The Association, through its duly authorized agents, may bid on the Lot at such foreclosure sale, and may acquire and hold, lease, mortgage and convey the Lot.
- c. The Association may bring an action to recover a money judgment for unpaid assessments, fines and charges under this Declaration without foreclosing or waiving the lien described in paragraph (b) above. Recovery on any such action, however, shall operate to satisfy the lien, or the portion thereof, for which recovery is made.
- d. The Association shall have any other remedy available to it by law or in equity.

#### 9.3 Interest, Expenses and Attorneys' Fees.

Any amount not paid to the Association when due in accordance with this Declaration shall bear interest from the due date until paid at a rate of twelve percent (12%), or such other rate as may be established by the Board of Directors, but not to exceed the lawful rate of interest under the laws of the State of Washington. A late charge may be charged for each delinquent assessment in an amount established from time to time by resolution of the Board of Directors of the Association not to exceed thirty percent (30%) of such assessment. In the event the association shall file a notice of lien, the lien amount shall also include the recording fees associated with filing the notice, and a fee for preparing the notice of lien established from time to time by resolution of the Board of Directors of the Association. In the event the Association shall bring any suit or action to enforce this Declaration, or to collect any money due hereunder or to foreclose a lien, the Owner-defendant shall pay to the Association all costs and expenses incurred by it in connection with such suit or action, including a foreclosure title report, and the prevailing party in such suit or action shall recover such amount as the court may determine to be reasonable as attorneys' fees at trial and upon any appeal or petition for review thereof.

#### 9.4 Non-exclusiveness and Accumulation of Remedies.

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

**ARTICLE 10: MISCELLANEOUS PROVISIONS****10.1 Amendment and Repeal.**

This Declaration, or any provision thereof, as from time to time in effect with respect to all or any part of the Property, may be amended or repealed as to all or any portion of the Property by the vote or written consent of Owners holding not less than seventy-five percent (75%) of the voting rights of the Class A members of the Association, together with the written consent of the Class B member, if such membership has not been terminated as provided herein. Any such amendment or repeal shall become effective only upon recordation in the Deed Records of Cowlitz County, Washington, of a certificate of the president or secretary of the Association setting forth in full the amendment, amendments, or repeal so approved and certifying that such amendment, amendments, or repeal have been approved in the manner required by this Declaration. In no event shall an amendment under this Section create, limit or diminish special Declarant rights without Declarant's written consent, or change the boundaries of any Lot or any uses to which any Lot is restricted unless the Owners of the affected Lots unanimously consent to the amendment.

**10.2 Regulatory Amendments.**

Notwithstanding the provision of Section 12.1 above, until termination of the Class B membership, Declarant shall have the right to amend this Declaration or the Bylaws of the Association in order to comply with the requirements of any applicable statute, ordinance or regulation of the Federal Housing Administration, the Veterans Administration, the Farmers Home Administration of the United State, the Federal National Mortgage Association, the Government National Mortgage Association, the Federal Home Loan Mortgage Corporation, any department, bureau, board, Commission or agency of the United States or the State of Washington, or any corporation wholly owned, directly or indirectly, by the United States or the State of Washington which insures, guarantees or provides financing for a planned community or lots in a planned community.

**10.3 Duration.**

This Declaration shall run with the land and shall be and remain in full force and effect at all times with respect to all property included within the Property and the Owners thereof for an initial period of thirty (30) years commencing with the date on which this document is recorded. Thereafter, this Declaration shall continue to run with the land and be and remain in full force and effect at all times with respect to all property within the Property and the Owners thereof for successive additional periods of ten (10) years each. The continuation from the initial or any additional period into the next subsequent period shall be automatic and without the necessity of any notice, consent, or other action whatsoever; provided, however, that this Declaration may be terminated at the end of the initial or any additional period by resolution approved not less than six (6) months prior to the intended termination date by the vote or written consent of Owners owning not less than seventy-five percent (75%) of the voting rights in the Association. Any such termination shall become effective only if a certificate of the president or secretary of the Association, certifying that termination as of a specified termination date has been approved in the manner required herein, is duly acknowledged and recorded in the Deed Records of Cowlitz County, Washington, not less than six (6) months prior to the intended termination date.

**10.4 Joint Owners.**

In any case in which two or more persons share the ownership of any Lot, regardless of the form of ownership, the responsibility of such persons to comply with this Declaration shall be a joint and several responsibility and the act or consent of any one or more of such persons shall constitute the act or consent of the entire ownership interest; provided, however, that in the event such persons disagree among themselves as to the manner in which any vote or right to consent held by them shall be exercised with respect to a pending matter, any such person may deliver written notice of such disagreement to the Association, and the vote or right of consent involved shall then be disregarded completely in determining the proportion of votes or consents given with respect to such matter.

**10.5 Lessees and Other Invitees.**

Lessees, invitees, contractors, family members and other persons entering the Property under rights derived from an Owner shall comply with all of the provisions of this Declaration restricting or regulating the Owner's use, improvement, or enjoyment of his Lot and other areas within the Property. The Owner shall be responsible for obtaining such compliance and shall be liable for any failure of compliance by such

persons in the same manner and to the same extent as if the failure had been committed by the Owner himself.

**10.6 Nonwaiver.**

Failure by the Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

**10.7 Construction; Severability; Number; Captions.**

This Declaration shall be liberally construed as an entire document to accomplish the purposes thereof as stated in the introductory paragraphs hereof. Nevertheless, each provision of this Declaration shall be deemed independent and severable, and the invalidity or partial invalidity of any provision shall not affect the validity or enforceability of the remaining part of that or any other provision.

As used herein, the singular shall include the plural and the plural the singular, and the masculine and neuter shall each induce the masculine, feminine and neuter, as the context requires. All captions used herein are intended solely for convenience of reference and shall in no way limit any of the provisions of this Declaration.

**10.8 Notices and Other Documents.**

Any notice or other documents permitted or required by this Declaration may be delivered either personally or by mail. Delivery by mail shall be deemed made twenty-four (24) hours after having been deposited in the United States mail as certified or registered mail, with postage prepaid, addressed as follows: If to Declarant: c/o Jerome Eline, Esq. 1010 Esther St. Vancouver, WA 98660; if to an Owner, at the address given by him at the time of his purchase of a Lot, or at his Lot; if to the Association, the mailing address of the Association as filed with the Washington Corporations Division. The address of a party may be changed by him at any time by notice in writing delivered as provided herein.

**ARTICLE 11: ROADWAY EASEMENT**

**11.1 Declaration of Easement – Right of Ways.**

Declarant, by executing and filing of this document hereby declares that all property comprising The View shall have the benefit of and be subject to, easements for Right of Ways as depicted on the recorded plat there of. Said easement shall be appurtenant to, and for the benefit of each Lot within The View, and shall be for the purpose of ingress, egress and utilities over, across and under said Right of Ways.

**11.2 Duration.**

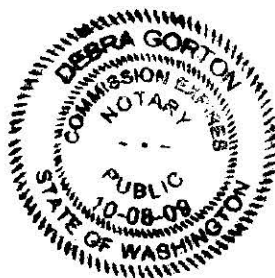
The covenants and restrictions of this declaration shall run with and be binding upon all property of The View.

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

DEER L.L.C., a Washington limited liability company



By: DANIEL D. CLASS, Managing Member



STATE OF WASHINGTON     )  
  )ss  
County of Cowlitz                     )

I certify that I know or have satisfactory evidence that DANIEL D. CLASS is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument, and acknowledged it as the managing member of DEER L.L.C., a Washington limited liability company, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: 4/10/07

Debra Gorton, Debra Gorton  
Notary Public in and for the State of Washington  
Residing Castle Rock at:  
My Commission expires:  
10-08-09

CASCADE WEST DEVELOPMENT INC.

\_\_\_\_\_  
By: (Print Name)

Title: \_\_\_\_\_

STATE OF WASHINGTON     )  
  )ss  
County of Clark         )

I certify that I know or have satisfactory evidence that \_\_\_\_\_ is the person who appeared before me, and said person acknowledged that he/she signed this instrument, on oath stated that he/she was authorized to execute the instrument, and acknowledged it as a member of The View Subdivision Estates, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: \_\_\_\_\_

\_\_\_\_\_  
Notary Public in and for the State of Washington  
Residing \_\_\_\_\_ at:  
My Commission expires:  
\_\_\_\_\_