

COVENANTS, CONDITIONS & RESTRICTIONS

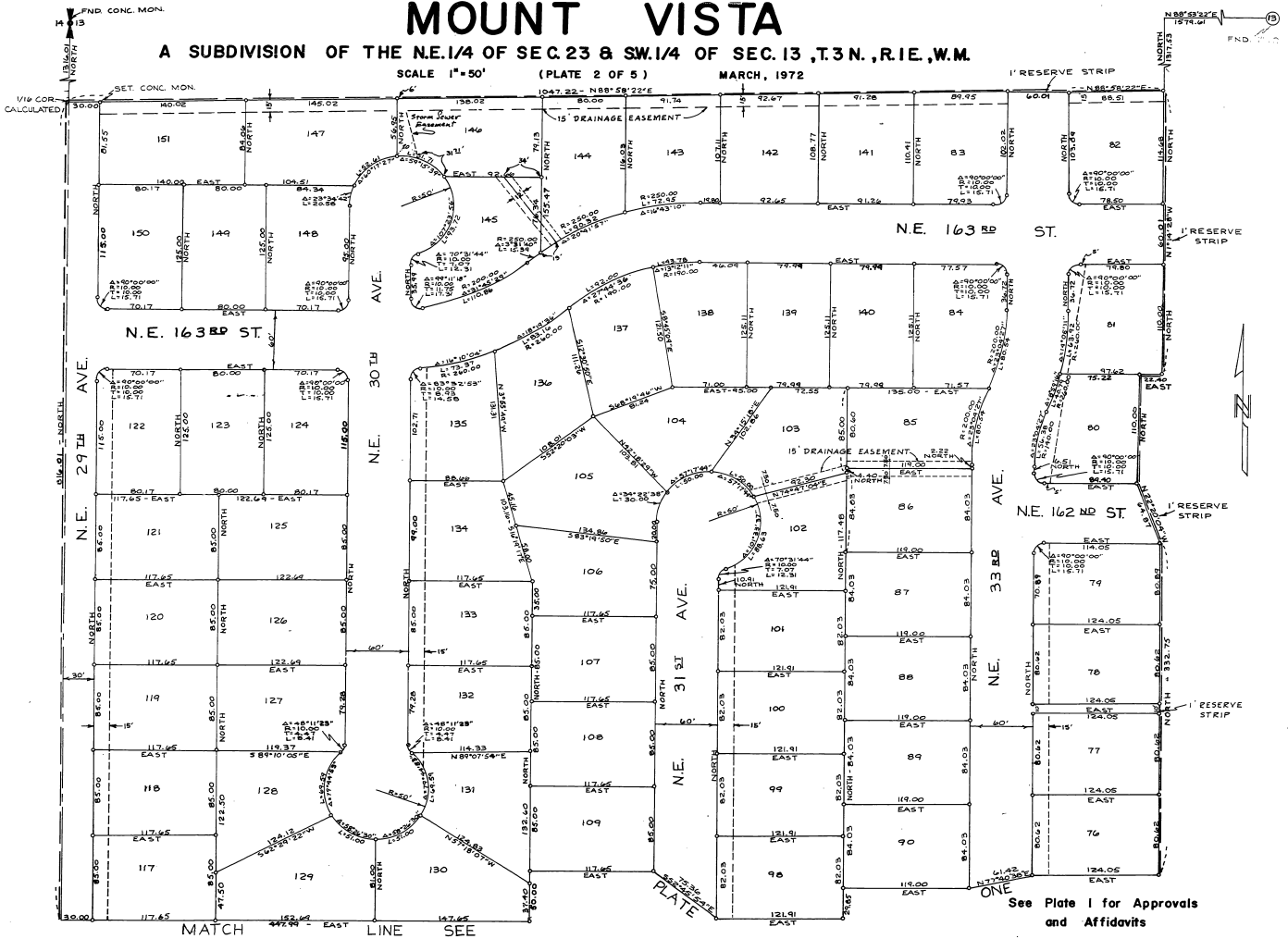
We believe these are the correct conditions and restrictions.

However, no examination of title has been made and WFG National Title assumes no liability for any additions, deletions or corrections.

MOUNT VISTA

A SUBDIVISION OF THE N.E. 1/4 OF SEC. 23 & SW. 1/4 OF SEC. 13, T.3 N., R.1 E., W.M.

SCALE 1"=50' (PLATE 2 OF 5) MARCH, 1972



See Plate 1 for Approvals and Affidavits

MOUNT VISTA

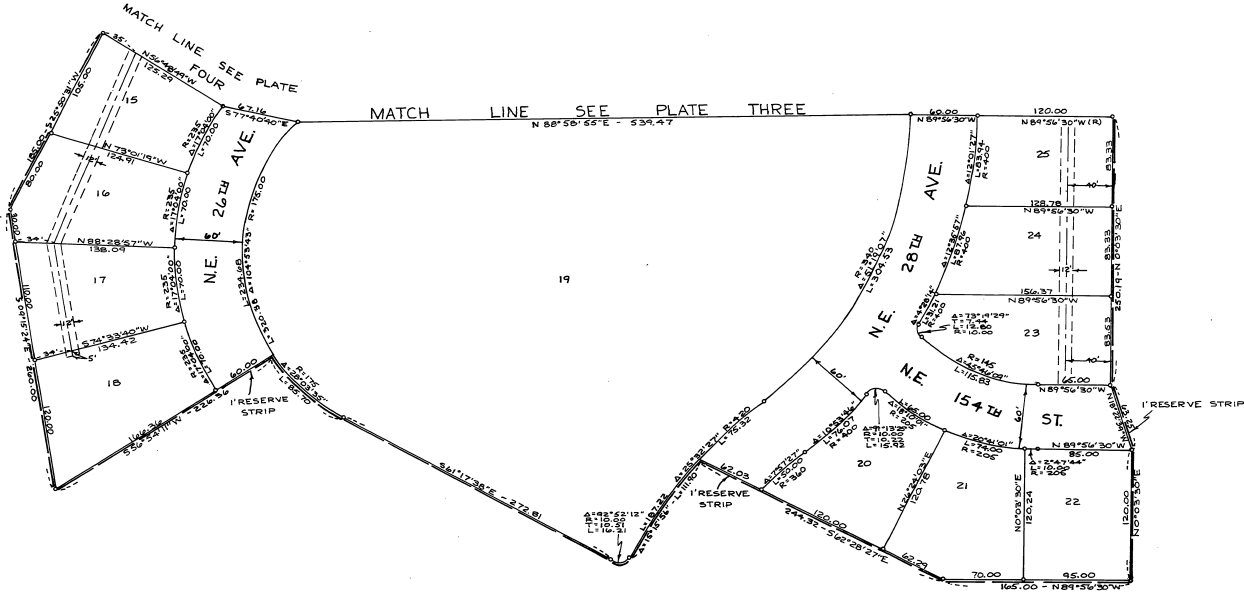
A SUBDIVISION OF THE N.E. 1/4 OF SEC. 23 & SW. 1/4 OF SEC. 13, T. 3N., R. 1E., W.M.

SCALE 1" = 50'

(PLATE 5 OF 5)

MARCH, 1972

See Plate 1 for Approvals and Affidavits



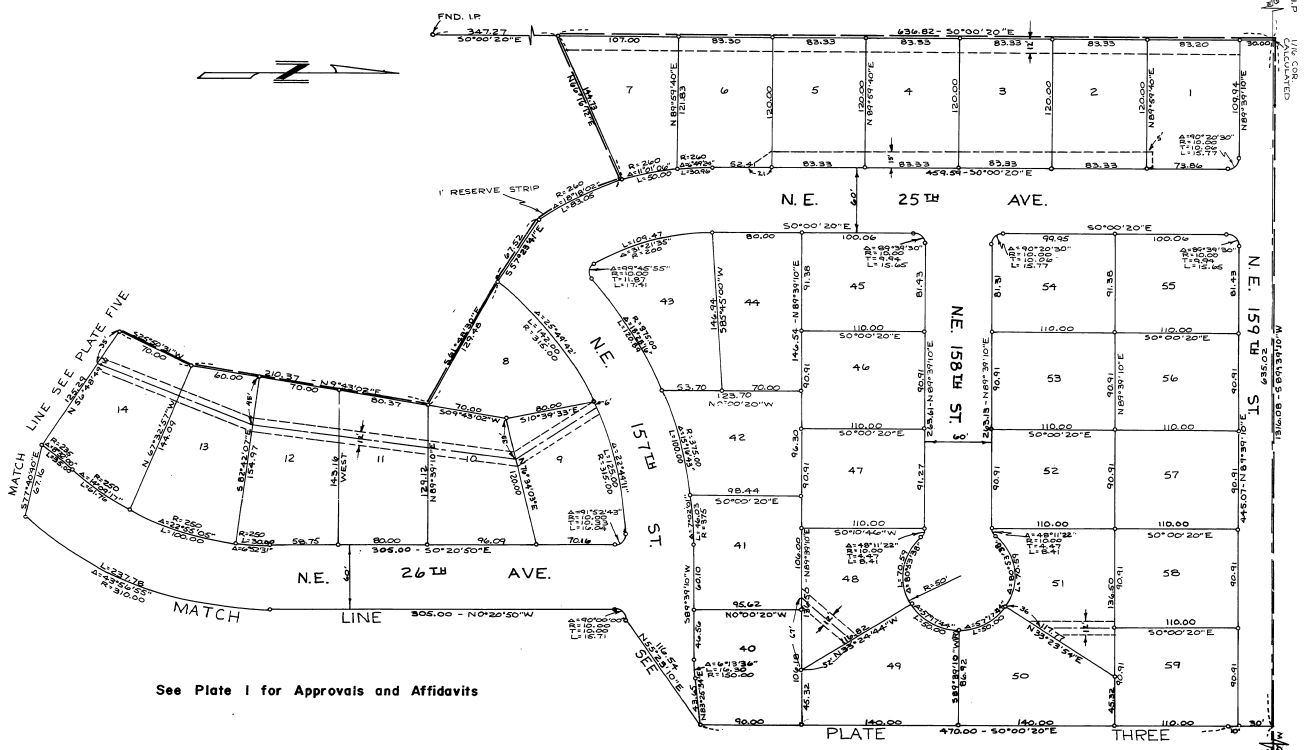
Book 6 Page 563-5

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MOUNT VISTA

A SUBDIVISION OF THE NE. 1/4 OF SEC. 23 & SW. 1/4 OF SEC. 13, T. 3N., R. 1E., W.M.

SCALE 1"=50' (PLATE 4 OF 5) MARCH, 1972



See Plate I for Approvals and Affidavits

Book G Page 563-4

1563

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DECLARATION OF CONDITIONS AND RESTRICTIONS

FOR A PLANNED DEVELOPMENT

Known as "MOUNT VISTA"

and subject property is

Described and Recorded in Book G of Plats Page 563

Clark County, State of Washington

and a copy of the Planned Development is attached as exhibit "A".

TO THE PUBLIC:

KNOW ALL MEN BY THESE PRESENTS, that Shenandoah, Inc., a Washington Corporation, hereinafter referred to as "Declarants", pursuant to unanimous action of its Board of Directors, hereby declare as follows:

NOW, THEREFORE, Declarants hereby certify and declare that they have established and do hereby establish the following general plan, including, but not limited to, the Conditions and Restrictions herein defined, for the improvement, protection and benefit of property in MOUNT VISTA, PHASE I and all other planned developments which shall, in the future, be contiguous, and to which this Restated Declaration shall be made applicable by declaration of the owner or owners or dedicator of any such planned development which shall hereinafter be referred to as MOUNT VISTA, PHASE II, MOUNT VISTA, PHASE III, etc., and do hereby establish the following conditions, restrictions and covenants subject to which each and all residential lots or parcels in the MOUNT VISTA Planned Development shall be held, used, occupied, leased, sold or conveyed; each and all of which shall run with the land and shall inure to the benefit of, be imposed upon and pass to the successor in interest of each and all said residential lots or parcels as a servitude in favor of and enforceable by the owner or owners of any other of such residential and commercial lots or parcels. This plan defined and the conditions, restrictions, and covenants herein defined shall be administered by a civic association known as Mount Vista Association. These restrictions and covenants hereby modify, amend and change those covenants and restrictions entered at the time of filing the official plat on June 9, 1972 under Auditor's File No. G 604393 and have been adopted by a resolution of the Board of Directors of Shenandoah, Inc., a Washington corporation, the owner of more than 80% of the Lots in said subdivision.

ARTICLE I

DEFINITIONS

Whenever used in this Declaration, the following terms shall have the following meanings:

1. "Dwelling Unit" and "Garage" shall include both the main portion of conventional construction intended for single family purposes and all projections

Misc - Pendleton Realty - Allen Bernard Wells

therefrom that provides covered shelter for vehicles or storage. This definition shall not be construed to include eaves, uncovered porches, uncovered steps, and patios covered or uncovered as long as two sides remain open.

2. "Association" shall mean Mount Vista Association, hereinafter referred to as "the Association", a non-profit corporation organized under the laws of the State of Washington, its successors and assigns;

3. "Said Property" shall mean and refer to that certain real property hereinbefore described, and such additions thereto as may hereafter be brought within the jurisdiction of the Association by recorded declarations in the manner hereinafter set forth;

4. "Common Area" shall mean all real property, and appurtenances thereto, now or hereafter owned by the Association for the common use and enjoyment of the members of the Association;

5. "Lot" shall mean and refer to any plot of land shown upon The Planned Development Plan of the Properties with the exception of Common and Commercial Areas, and to any parcel of said property under one ownership consisting of a portion of one or more of such lots and/or contiguous portions of two or more contiguous lots and upon which a dwelling has been constructed and occupies;

6. "Member" shall mean and refer to every person or entity who holds membership in the Association;

7. "Owner" shall mean and refer to the record owner (including contract sellers), whether one or more persons or entities, owning all or any part of said property, excluding those having such interest merely as security for the performance of an obligation;

8. "Declarant" shall mean and refer to the undersigned, their successors, heirs and assigns, if such successors, heirs or assigns should acquire more than one undeveloped lot or building site from the Declarant for the purpose of development;

9. "Building Site" shall mean and refer to a Lot, or to any parcel of said property under one ownership which consists of a portion of one of such lots or contiguous portions of two or more contiguous lots if a building is constructed thereon;

10. "Set Back" means the minimum distance between the dwelling unit or other structure referred to and given street or road or lot line;

11. "The Building Zone" shall consist of an area between the easements on the side lot line and 10 feet from the front lot line and 15 feet from the rear lot line;

12. "Adults" shall consist of members of both sex who are over 18 years of age;

13. "Minors" shall consist of members of both sex who have not reached the age of 18 years.

ARTICLE II

CONDITIONS, RESTRICTIONS, COVENANTS

Section 1. LAND USE. The general plan for location of single family residences

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apartments, public buildings, semi-public buildings, shopping center area, park and recreation areas, offices and easements shall be as specified in the Planned Development Plan, and must receive prior approval from the Architectural Committee of "the Association"; provided that Lot 19, zoned for multiple family use, and Lots 39 and 60, zoned for commercial use are exempt from these covenants and restrictions and all declarations herein contained. The Dwelling Unit shall conform to standards on site grading and landscaping that are adopted, revised, and current at the time of construction or installation of the Dwelling Unit. Only single family dwellings with or without garages, and approved auxiliary structures shall be constructed or maintained in areas designated for residential purposes only; Provided, exceptions or variances may be allowed if first approved in writing by action of the Board of "the Association".

Section 2. ALTERATIONS AND ADDITIONS, TEMPORARY STRUCTURES, ETC.

No exterior alteration or addition shall be made to any premises without the prior written approval of the Board of "The Association"; provided, that this restriction or land useage shall not apply to those premises under the jurisdiction of the SHENANDOAH, Inc. No structure of temporary character, intended for residential living, shall be erected or maintained on any lot nor shall any such structure or basement, garage or trailer be used at any time for living quarters. No truck (log, dump, or large commercial tractor type), camper, trailer, boat, junk cars, unsightly vehicles, or motorcycles shall be parked on any lot or street other than temporarily and solely for the purpose of loading or unloading or a service call except within an enclosed garage structure at residence premises. If any truck, camper, trailer or other vehicle, or any boat is stored or parked in any area designated and provided for that purpose either on the Mount Vista Planned Development Area, or elsewhere, such storage or parking shall be solely at the risk of the owner, and no other person, firm or corporation shall have any responsibility therefor, whether or not any fee or charge is made, or paid for the privilege of such storage or parking.

Section 3. FENCES, HEDGES AND WALLS. All fences, walls and landscaping such as planting trees, hedges and shrubs near the perimeter of each lot must receive prior approval from "the Association". On all lots no fence, hedge, structure or wall (other than retaining wall), shall be constructed over any easement area and none over 24-inches in height shall exist outside Building Zone or shall be over 80-inches inside the Building Zone or elsewhere; Provided, that variances or exceptions may be allowed if first approved in writing by action of the Board of "the Association". No planting or structures obstructing vision at roadway intersections or driveways shall be permitted or maintained.

Section 4. ANIMALS. Only on areas permitted on the planned development shall there be permitted a maximum of two (2) household pets, and no animals or fowl shall be allowed to be kept on any lot or residential premises. Household pets may not be kept, bred or maintained for a commercial purpose. Dogs, cats and other pets shall be reasonably confined to the dwelling or rear portion of the lot and not be permitted to run free or otherwise to be or become a nuisance or source of annoyance to other residents.

Section 5. SIGNS. No sign shall be erected or displayed upon any residential lot or building without prior written permission of the Board of "the Association". Provided, such permission shall not be required for one sign no larger than 6-inches by 24-inches displaying the name and/or address of the occupant; or for one temporary sign no larger than 18-inches by 24-inches advertising the property for sale or rent; or for temporary community decorations but such signs must be removed upon the sale, rental or conclusion of the community project. This restriction does not apply to property owned by SHENANDOAH, INC. or Declarants herein.

Section 6. USE OF PROPERTY. No residential dwelling is to be used for the conduct of business or for any commercial purpose unless prior written

approval is obtained from the Board of "the Association". No oil or gas well, mine or quarry or equipment therefor and no appliance or structure for business purposes shall be located or operated on any of said property designated as residential premises. Installation of flag poles, radio poles, T.V. antenna's, exterior machinery for cooling and/or heating and structures detached from the dwelling unit are prohibited on single family residential lots unless written approval of the Board of "the Association" is first obtained. Drying lines or apparatus shall be screened from exterior view. Garbage and other waste shall be kept in sanitary containers away from public view and regularly disposed of; and nothing shall be done which may constitute a nuisance to the neighborhood or other occupants.

Section 7. LANDSCAPING AND MAINTENANCE. Landscaping of yards shall be completed within the stated time established at the time of sale and in no event shall the time allowed exceed nine (9) months from the date of the sale and shall conform to the general pattern of others in the community. All yards and growth thereof shall be maintained neat and presentable, properly cultivated and kept free from clutter, insects and diseases.

Section 8. SLOPE AND DRAINAGE EASEMENTS. The owners and occupant of residential building sites will permit access by the owner or occupant of an adjoining or adjacent site to slopes or drainageways on the property of the former to maintain slopes or drainage facilities for the protection and use of such adjoining or adjacent site. Each owner will not block, hinder or interfere with the established drainage pattern over his land from adjoining or adjacent land.

Section 9. OCCUPANCY OF RESIDENTIAL UNITS. No residential unit in the Planned Development Area shall be occupied by any person who is not a Proprietary or Associate Member of "the Association"; Provided, this restriction shall not prohibit temporary and social visitation of the occupants of a residential unit by persons not so qualified to be occupants; Provided, further, that no one shall be a member of "the Association", nor an occupant of a residential unit in the Planned Development Area, who does not meet the criteria established for each area within the Planned Development and who has not been elected to membership in "the Association" in accordance with its Bylaws.

ARTICLE III

MOUNT VISTA ASSOCIATION

Section 1. The Declarants herein have established by authorization of the Board of Directors of Shenandoah Inc., an Association known as Mount Vista Association which has been incorporated as a Washington non-profit corporation. Until changed by amendment of its Articles of Incorporation and its Bylaws, memberships in "the Association" are:

a. Proprietary Members. Each owner of a residential lot in the Mount Vista Subdivision, Phase I, II, or III, shall be a proprietary Member of "the Association", subject to the Bylaws and a certificate of membership shall be issued accordingly; Provided, that the purchaser (s) of a residential lot under a duly recorded contract for the purchase of a residential lot shall be deemed the "owner" of such residential lot for these purposes. Each Proprietary Member shall be entitled to one vote per residential lot owned by such member; Provided, that if two (2) or more Proprietary Members shall own any residential lot by any form of co-tenancy, such ownership is entitled to one vote, and the co-owners shall designate in writing filed with the secretary of "the Association" the one of their number who shall exercise the voting right for such residential lot.

The foregoing is not intended to include persons or entities who hold an interest merely as a security for the performance of an obligation.

The rights and privileges of a Proprietary membership shall terminate when the holder of any such Proprietary membership shall cease to qualify as an owner, and his certificate of membership shall thereupon be void.

b. The Association shall have two classes of voting membership.

Class A. Class A members shall be all those Owners as defined above with the exception of the Incorporator. Class A members shall be entitled to one vote for each single family residential Lot in which they hold the interest required for membership by this Article. When more than one person holds such interest in any single family residential Lot, all such persons shall be members. The vote applicable to any of said property being sold under a contract of purchase shall be exercised by the contract vendee unless the contract expressly provides otherwise.

Class B. The Class B member(s) shall be the Incorporator, his successors and assigns. Class B member(s) shall be entitled to five (5) votes for each Lot in which he holds the interest required for membership, and which is subjected to the jurisdiction of the Association by recorded covenants; provided that existing Class B votes shall be converted to Class A votes upon the happening of either of the following events, which ever occurs earlier:

(a) On a date ten (10) years from the date of filing of the Articles of Incorporation of "the Association"; or

(b) When the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership; provided that if Incorporator subjects additional property to the jurisdiction of the Association by recorded covenants in the manner provided by the Bylaws of the Corporation, it shall be entitled to Class B votes for such additional property as indicated above.

c. Quorum For Any Action Authorized Under Article III.

At the first meeting called, as provided in Article III hereof, the presence at the meeting of members or of proxies entitled to cast sixty (60%) per cent of the total votes of both classes of membership shall constitute a quorum. If the required quorum is not forthcoming at any meeting, another meeting may be called, subject to the notice requirement set forth in Article III, and the required quorum at such subsequent meeting shall be one-half of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the date of the meeting at which no quorum was forthcoming.

Section 2. Associate Members. On terms and conditions prescribed by action of the Board of Directors of "the Association", a person not eligible for Proprietary membership must apply for Associate Membership in the Mount Vista Association, which Associate Membership, if granted by the Board of Directors of "the Association", shall be in effect during such period as the Associate Member shall be an authorized non-proprietary tenant of a residential Lot in the Sub-Division, or shall become a Proprietary Member, his rights and privileges as an Associate Member shall thereupon terminate and his certificate of membership shall be void.

Section 3. ASSESSMENTS. "The Association" is vested with power and authority to borrow money and shall assess and collect from time to time from its Proprietary Members: (1) Annual assessments or charges, and (2) special assessments for capital improvements, such assessments to be fixed, assessed and collected as hereinafter provided. Such annual and special assessments shall be chargeable rateably based upon the number of occupants residing in the respective residential

units in the Planned Development Area. Each such assessments, together with interest at the rate of eight (8%) per cent per annum from the due date on unpaid balances of the assessment and costs and expenses, and also including a reasonable attorney's fee, incurred in the collection thereof, shall become a charge against the respective residential units and a continuing lien on the residential unit against which the assessment is made, which lien may be enforced by a suit in equity. Each owner of a residential unit, by acceptance of a deed therefor, whether or not it shall be so expressed in such deed or other conveyance, is deemed to covenant and agree to pay to "the Association" each such annual or special assessment and each such assessment shall be the personal obligation of the owner of such residential unit as of the date the assessment is declared due as well as a lien against the residential unit. No owner may avoid liability for the assessments provided for herein by non-use of the community facilities by himself or any occupant of the residential unit against which the assessment is levied.

Section 4. PURPOSE OF ASSESSMENTS. The assessments levied by "the Association" shall be used exclusively for the purpose of promoting the recreation, health, safety, welfare and protection of the residents in the Planned Development Area and in particular for the improvement and maintenance of the Planned Development Area and to the buildings, services, facilities, recreational areas, and special plantings devoted to this purpose and related to the use and enjoyment of the common areas and facilities within and without the Planned Development Area.

Section 5. BASIS OF ANNUAL ASSESSMENTS. Subject to change as hereinafter provided, the annual assessment shall be Fifteen Dollars (\$15.00) per each adult resident and Ten Dollars (\$10.00) per each minor resident residing in a residential unit.

a. The annual assessment may be increased or decreased effective January 1 or July 1 of each year by action of the Board of Directors without vote of the membership.

Section 6. SPECIAL ASSESSMENTS FOR CAPITAL IMPROVEMENTS. In addition to the annual assessments authorized above, "the Association" Board of Directors may levy, effective January 1 and/or July 1 of each year, a special assessment for the purpose of defraying in whole or in part, the cost of any construction or reconstruction, unexpected repair, maintenance or replacement of a described capital improvement.

Section 7. UNIFORM RATE OF ASSESSMENT. Unless otherwise provided by action of the Board of Directors of "the Association", both annual and special assessments shall be fixed at a uniform rate per occupant of all residential units and may be collected on an annual basis, or such other basis as the Board of Directors shall determine.

Section 8. SUBORDINATION OF THE LIEN TO MORTGAGES. The lien of the assessments provided for herein shall be subordinate to the lien of any mortgage or mortgages. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot which is subject to any mortgage, pursuant to a decree of foreclosure under such mortgage or any proceeding in lieu of foreclosure thereof, shall extinguish the lien of such assessments as to payments thereof which become due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

Section 9. MOUNT VISTA ASSOCIATION OPTION TO REMEDY VIOLATIONS.

"The Association", at its option, shall have the power and right at all times, after reasonable notice to the owner, (by certified or registered mail with

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receipt requested), and any occupant, and for the account of the owner, to abate and correct any violation of these stated Declarations of Restrictions, to plant or re-plant, trim, cut back, remove, replace, cultivate, or maintain hedges, trees, shrubs, plants or lawns; and to clean, paint, repair, replace and generally maintain the exterior of a residential unit and improvements thereon and to keep said lot or parcel and any residential building and improvement thereon in neat and good order to conform with the general attractive character of the area. Any and all expenses which may be incurred by "the Association" pursuant to this Section 9 of this Article shall be a charge and lien against the residential unit, lot or parcel involved with a lien enforceable as provided in Section 3 above and shall be the personal obligation of the owner thereof.

Section 10. GENERAL MEETINGS. Meetings of the general membership shall be on the second Tuesday of May and the second Tuesday of October of each year. Special meetings may be called upon discretion of the Board or petition by ten (10%) per cent of the eligible voters. All members will be notified ten (10) days in advance of scheduled meetings.

ARTICLE IV

ANNEXATION OF ADDITIONAL PROPERTY

Real property in addition to that described in EXHIBIT A may be made subject to the jurisdiction of the Association, whereupon automatically it shall be included in any reference herein to "said property" or "said properties".

1. Annexation of additional property shall require the assent of persons entitled to cast one-half (1/2) of the votes of the Class B members present in person or by written proxy and the assent of persons entitled to cast one-half (1/2) of the votes of the Class A members present in person or by written proxy at a meeting of the Association duly called for such purpose, written notice of which shall be sent to all members not less than thirty (30) days nor more than sixty (60) days in advance of such meeting, setting forth the purpose thereof.

The presence of members entitled to cast sixty (60%) per cent of the votes of each class of membership shall constitute a quorum at such meeting. In the event that a quorum is not forthcoming at any such meeting, another meeting may be called, subject to the notice requirement set forth above, and the required quorum at such meeting shall be one-half (1/2) of the required quorum at the preceding meeting. If the required assent is not forthcoming, no subsequent meeting shall be had for the purpose of annexing such property for sixty (60) days from the date of the last of such meetings.

ARTICLE V

EASEMENTS

All conveyances of land situate in the said Property, made by the Declarant, and by all persons claiming by, through, or under the Declarant, shall be subject to the foregoing restrictions, conditions, and covenants, whether or not the same be expressed in the instruments of conveyance, and each and every such instrument of conveyance shall likewise be deemed to grant and reserve, whether or not the same be declared therein, mutual and reciprocal easements over and across and under all Common Areas and over, across and under all land situate within five (5) feet of the side and ten (10) feet of the real lines of each Lot or Building Site now or hereafter recorded or conveyed by recorded instrument in said Property

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(except that the side and rear line easement shall be fifteen (15) feet along the perimeter of this planned development), and excepting any portion of said property which may now or hereafter be occupied by a residence shall not thereafter be subject to any easement not theretofore applied to use, for the purpose of building, constructing, and maintaining thereon underground or concealed electric and telephone lines, gas, water, sewer, storm drainage lines, radio or television cables and other services now or hereafter commonly supplied by public utilities or municipal corporations, all of said easements shall be for the benefit of all present and future owners of property subjected to the jurisdiction of the Association by covenants and restrictions recorded and approved as hereinabove provided; said easements however shall not be unrestricted, but shall be subject to reasonable rules and regulations governing rights of use as adopted from time to time by the Directors of the Association in the interest of securing maximum safe usage of said property without unduly infringing upon the rights or privacy of the owner or occupant of any part of said property. Provided further that if any two or more lots or fraction of one or more lots shall be developed for one building as a single tract or building site, then said easements shall thereafter be located on the area within five (5) feet of the side and ten (10) feet of the rear lines of said building site; if there has been an application to use of such easement prior to development of such lots or fraction of one or more lots to such a building site, then, subject to the approval of the Association, such easement may be relocated, but any expense involved in moving any sewer or storm lines or other utility lines shall be borne by the Owner of the lot or building site, the development of which requires movement of such lines; and a further mutual and reciprocal easement for any future needed street right-of-way, sidewalk or utility service purposes is hereby granted and reserved over and across the front ten (10) feet of each Lot in said property, and over all Common Areas in said property, for the purpose of constructing and maintaining and repairing sidewalks for the benefit of the residents of said property, their tenants and guests, subject however, to rules and regulations reasonably restricting the right of use thereof for the safety and welfare of the public as may be promulgated from time to time by the Association and/or public authority. A corner lot shall be considered to have two front sides for purposes of this sidewalk easement. The "front" of a Lot shall be deemed to be only that portion of a lot abutting a public or private street or highway, and the easement herein granted and reserved shall not be deemed to include sides of a lot which abuts a common area or a private driveway.

ARTICLE VI

GENERAL PROVISIONS

Section 1. TERMS. All of the restrictions, covenants and agreements herein contained shall apply to all residential units in the Planned Development Area, and shall be binding upon all parties and those claiming under them until January 1, 1995, at which time they shall automatically extend for successive periods of five (5) years; unless, effective January 1, 1995, or at the end of any such five (5) year extension, the membership of "the Association", by two-thirds (2/3) vote of those present and voting, shall resolve to terminate these restrictions; Provided, that the restrictions may be changed, supplanted or rescinded in any or all particulars at any time by a two-thirds (2/3) vote of the Board of Directors of "the Association" and two-thirds (2/3) vote of the Board of Directors of the Shenandoah, Inc. at any regular or special meeting called for such purpose, whereupon such change shall be binding upon such owners of residential units in the Planned Development Area and their successors in interest and the occupant of such residential units.

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Section 2. ENFORCEMENT. Should any covenant or restriction then in effect be violated, or should an attempt be made to violate any such covenant or restriction, any person owning a residential or commercial unit in the Planned Development Area or member of "the Association", or the Charter Member, may prosecute any proceedings in law or in equity to restrain or abate such violation against the responsible person. Costs and expenses incurred by "the Association" pursuant to Article III., Section 9., shall be considered as having been incurred as agent for the owner of the property involved and to constitute a lien thereon as provided herein.

Section 3. SUBORDINATION. Any breach of the covenants and restrictions contained herein, a re-entry by reason thereof, or judgement or lien resulting therefrom shall be subordinate to any mortgage or deed in trust herebefore or hereafter executed in good faith and for value encumbering a residential unit, but shall be binding upon and effective against a subsequent purchaser thereof.

A bona fide purchaser for value or mortgagee, without actual or constructive notice of an existing breach of the conditions and restrictions contained herein shall not be bound thereby, provided, "the Association" may execute, acknowledge, and record a Notice of Claim of Breach, setting forth the facts thereof with any monetary amount involved, description of the residential unit against which the lien is claimed and name or names of the reputed owners thereof. Such notice, recorded in Clark County, shall be public notice of such breach, but if no action for enforcement thereof has been commenced within sixty (60) days such notice shall expire and the breach described presumed to have been remedied.

Section 4. SEVERABILITY. Invalidation by judgement or decree of any court of any one or more of these restrictive covenants herein defined or as hereafter duly amended, shall in no wise affect any of the remaining provisions which shall remain in full force and effect.

Section 5. BINDING EFFECT. The provisions contained in the Declaration, as herein defined or as hereafter duly amended, shall bind and inure to the benefit of and be enforceable by, the Declarants, the owner or owners of any residential or commercial unit in the Planned Development Area, their representatives, heirs, successors or assigns. Failure or delay to enforce any such covenant or restriction shall not be deemed a waiver of the right to do so.

Section 6. NO RIGHT OF REVERSION. Nothing herein contained in this Declaration, or in any form of deed which may be used by Declarant, or its successors and assigns, in selling said property, or any part thereof, shall be deemed to vest or reserve in Declarant or the Association any right of reversion or re-entry for breach of violation of any one or more of the provisions hereof.

Section 7. PRE-EMPTIVE RIGHTS OF DECLARANT. The Declarant shall have the pre-emptive right to purchase any of the residential lots, including all buildings and improvements located thereon, on the same terms and conditions as those of any bona fide offer received by and acceptable to the owner, and the owner, before making any such sale, or any agreement to sell, shall notify Declarant in writing by registered or certified mail of such terms and conditions. Declarant, within twenty (20) days after receipt of such notice, may exercise the pre-emptive right by written notice to the owner indicating its acceptance of the owner's offer to sell. Failure of Declarant to exercise this pre-emptive right on one or more occasions shall not affect Declarant's right to exercise its pre-emptive right on any subsequent occasion. If Declarant shall fail to exercise this pre-emptive right

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on any occasion and the residential lot is sold by the owner, such sale shall be subject to this pre-emptive right of Declarant and the purchaser shall be bound by the pre-emptive right of Declarant.

IN WITNESS WHEREOF, Declarants have executed this instrument this 15 day of June, 1973.

SHENANDOAH, INC., a Washington corporation

By Leonard A. Wells
President Secretary

By Leonard A. Wells Jr.
Asst. Secretary

The undersigned persons who have an interest in said Lots of Mount Vista Subdivision to wit: Lots 81, 117, 119, 120, 136, 138, 139, 142, 143 and 150, hereby agree that said Lots are bound by these covenants and join with the declarants herein in forth said covenants and restrictions.

FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION OF VANCOUVER

Robert Mattila
Robert Mattila

By [Signature]

Sandra Mattila
Sandra Mattila

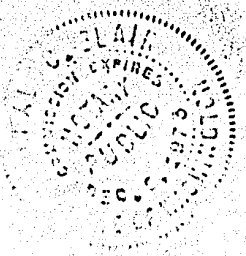
By Barbara Smith

STATE OF WASHINGTON)
: ss.
County of Clark)

On this 15 day of June, 1973, before me, the undersigned, a Notary in and for the State of Washington, duly commissioned and sworn, personally appeared LEONARD A. WELLS and LEONARD A. WELLS, JR., to me known to be the Secretary and Assistant Secretary, respectively, of SHENANDOAH, INC., the corporation that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that they are authorized to execute the said instrument and that the seal affixed is the corporate seal of said corporation.

WITNESS my hand and official seal hereto affixed the day and year first above written.

[Signature]
Notary Public in and for the State of Washington, residing at Vancouver.



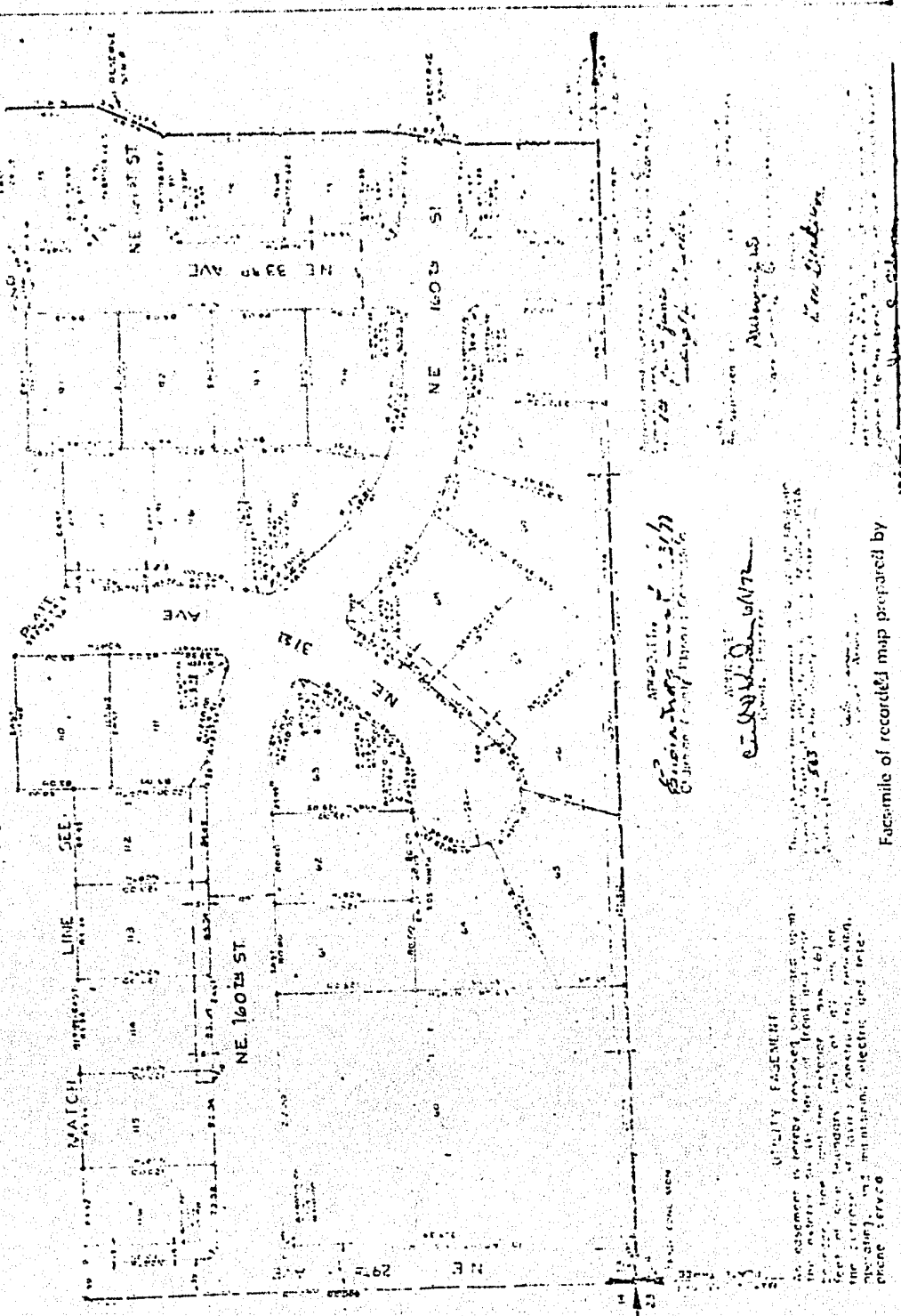
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THIS SHEET IS MADE UP OF THE SAID PREMISES AND THE COMPANY ASSUMES NO LIABILITY FOR VARIATIONS, IF ANY, IN DIMENSIONS AND LOCATIONS ASCERTAINED BY ACTUAL SURVEY.

MOUNT VISTA

A SUBDIVISION OF THE NE.1/4 OF SEC. 23 & SW.1/4 OF SEC. 13, T.3N., R.1E., W.M.

(PLATE 1 OF 5) MARCH, 1972



APPROVED BY: [Signature]

[Signature]

UTILITY EASEMENT
No easement is hereby granted in favor of the utility companies for the installation, maintenance and use of their lines and equipment in the easement area shown on this plat. The easement area is shown on this plat and is subject to the terms and conditions of the easement agreement between the utility companies and the landowner.

Facsimile of recorded map prepared by

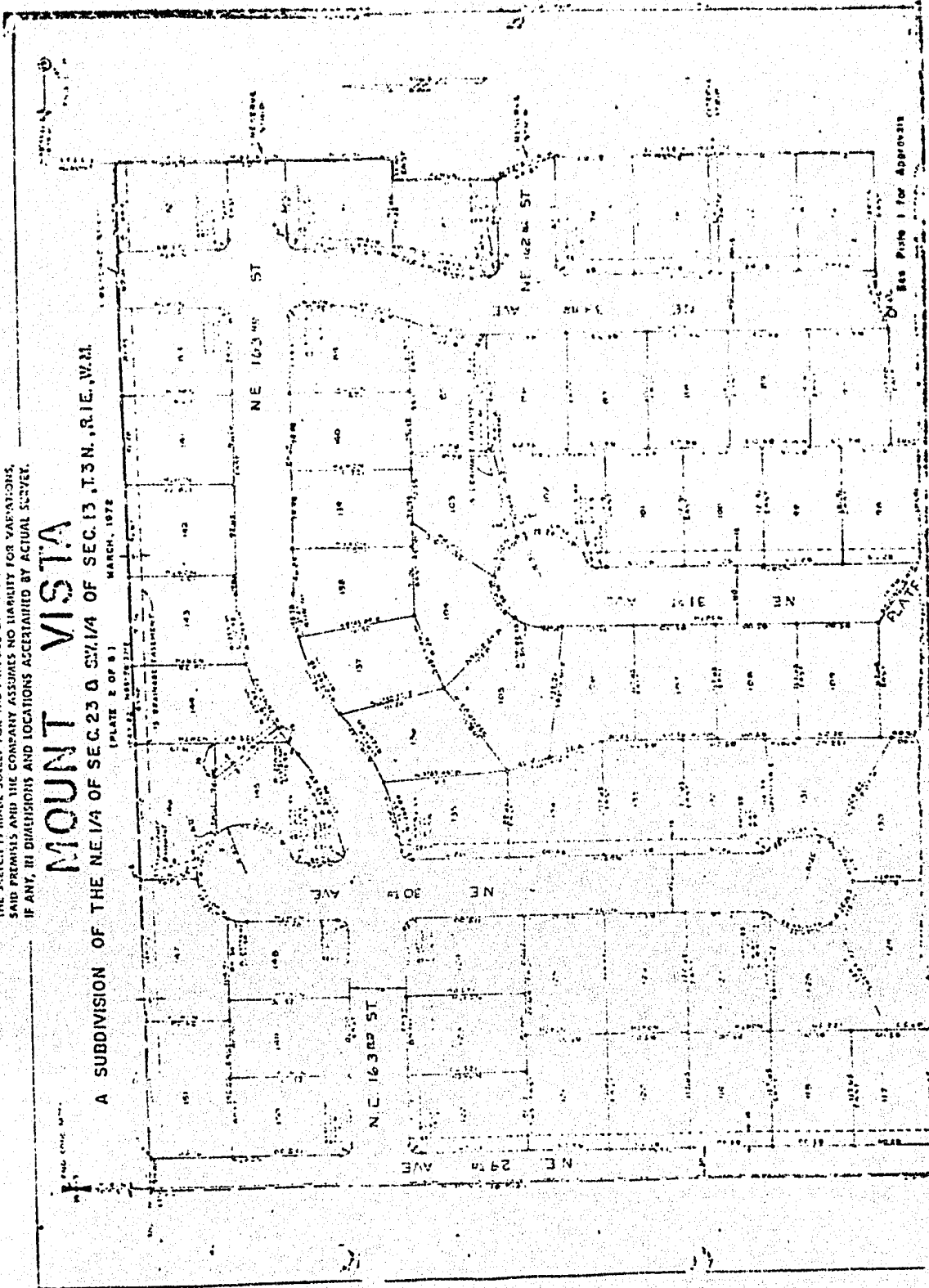
TRANSAMERICA TITLE INSURANCE CO.

VANCOUVER, WASHINGTON

THE SKETCH IS MADE SOLELY FOR THE PURPOSE OF ASSISTING IN LOCATING SAID PREMISES AND THE COMPANY ASSUMES NO LIABILITY FOR VARIATIONS, IF ANY, IN DIMENSIONS AND LOCATIONS ASCERTAINED BY ACTUAL SURVEY.

MOUNT VISTA

A SUBDIVISION OF THE NE 1/4 OF SEC. 23 Q SW 1/4 OF SEC. 13, T.3N., R.1E., W.M.
[PLATE 2 OF B 1] MARCH, 1972



Facsimile of recorded map prepared by
TRANSAMERICA TITLE INSURANCE CO.
VANCOUVER, WASHINGTON

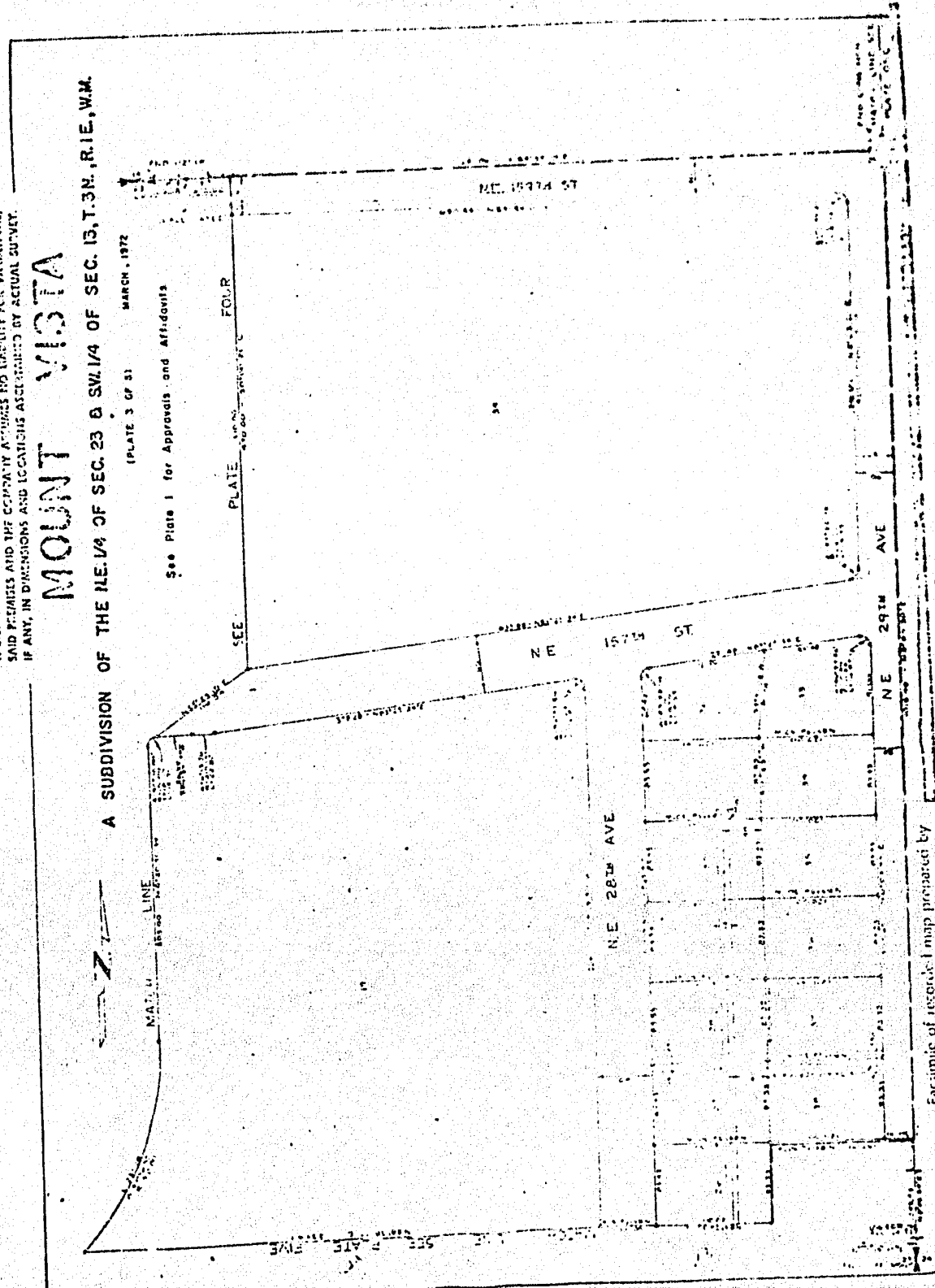
THE SKETCH IS MADE SOLELY FOR THE PURPOSE OF SHOWING THE LOCATION OF THE PREMISES AND THE COMPANY ASSUMES NO LIABILITY FOR VARIATIONS, IF ANY, IN DIMENSIONS AND LOCATIONS AS DETERMINED BY ACTUAL SURVEY.

MOUNT VISTA

A SUBDIVISION OF THE NE 1/4 OF SEC. 23 & SW 1/4 OF SEC. 13, T. 3N., R. 1E., W.M.

PLATE 3 OF 31 MARCH, 1972

See Plate 1 for Approvals and Affidavits



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VANCOUVER, WASHINGTON

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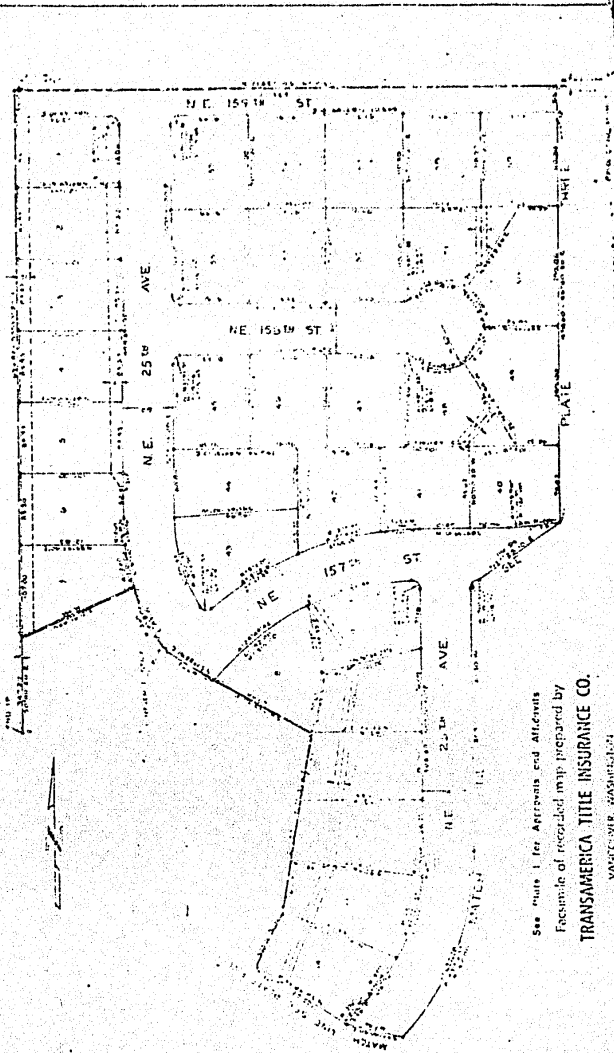
THIS SPECIFIC MAP IS MADE SOLELY FOR THE PURPOSES OF ASSISTING IN LOCATING SAID EGRESS AND THE COMPANY ASSUMES NO LIABILITY FOR VARIATIONS, IF ANY, IN DIMENSIONS AND LOCATIONS ASCERTAINED BY ACTUAL SURVEY.

MOUNT VISTA

A SUBDIVISION OF THE NE 1/4 OF SEC. 23 & SW 1/4 OF SEC. 13, T. 31N., R. 1E., W. 1A.

(PLATE 4 OF 5)

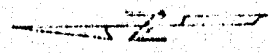
MARCH, 1972



See note 1 for Approvals and Amendments
Facsimile of recorded map prepared by
TRANSMERICA TITLE INSURANCE CO.
WASHINGTON, WASHINGTON

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EXHIBIT



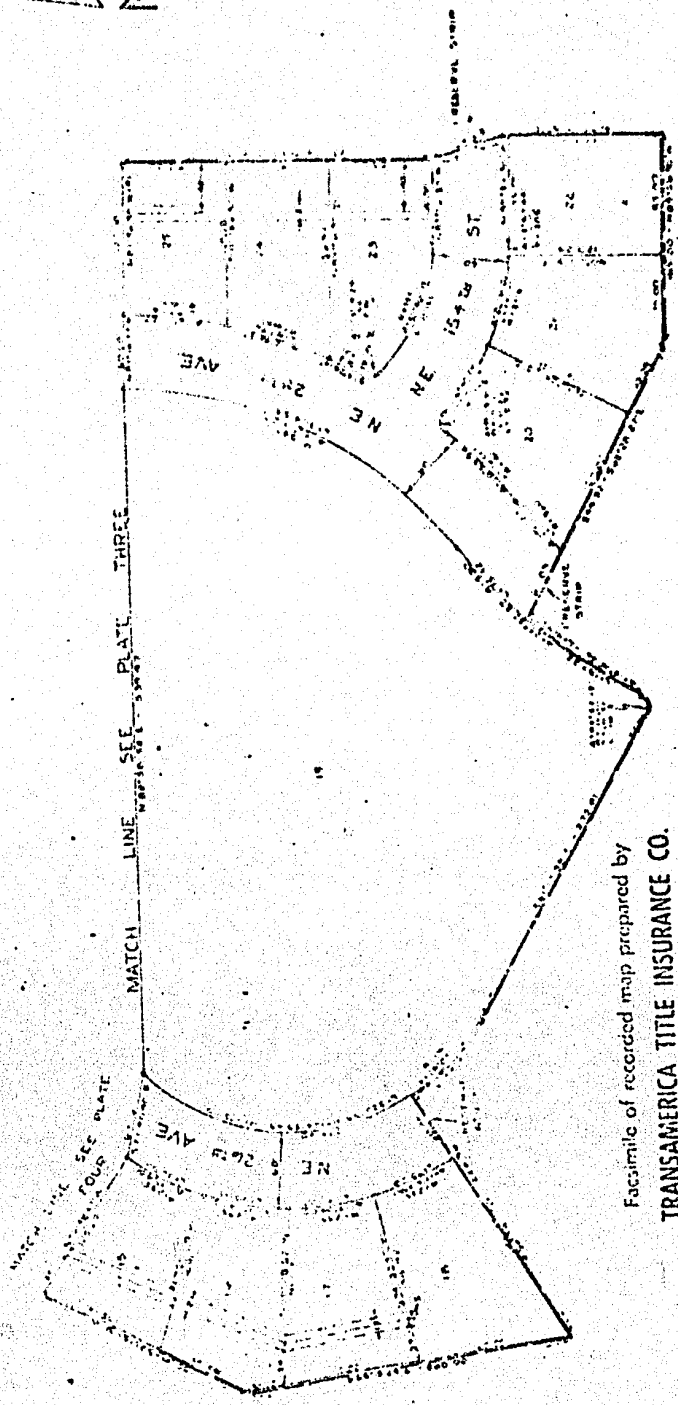
THE SKETCH IS MADE SOLELY FOR THE PURPOSE OF ASSISTING IN LOCATING SAID PREMISES AND THE COMPANY ASSUMES NO LIABILITY FOR VARIATIONS, IF ANY, IN DIMENSIONS AND LOCATIONS ASCERTAINED BY ACTUAL SURVEY.

MOUNT VISTA

A SUBDIVISION OF THE N.E. 1/4 OF SEC. 23 & SW 1/4 OF SEC. 13, T. 3N., R. 1E., W. 8M.

(PLATE 8 OF 31) MARCH, 1972

See Plate 1 for Approvals and Affidavits



Facsimile of recorded map prepared by
TRANSAMERICA TITLE INSURANCE CO.
VANCOUVER, WASHINGTON

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Section 3. "Properties" shall mean and refer to that certain real property hereinbefore described, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 4. "Common Area" shall mean all real property owned by the Association for the common use and enjoyment of the owners. The Common Area to be owned by the Association at the time of the conveyance of the first lot is described as follows:

SEE EXHIBIT "B" ATTACHED.

Section 5. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the Properties with the exception of the Common Area.

Section 6. "Declarant" shall mean and refer to Shenandoah, Inc.
_____, its successors and assigns if such successors or assigns should acquire more than one undeveloped Lot from the Declarant for the purpose of development.

ARTICLE II

PROPERTY RIGHTS

Section 1. Owners' Easements of Enjoyment. Every owner shall have a right and easement of enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

(a) the right of the Association to charge reasonable admission and other fees for the use of any recreational facility situated upon the Common Area;

(b) the right of the Association to suspend the voting rights and right to use of the recreational facilities by an owner for any period during which any assessment against his Lot remains unpaid; and for a period not to exceed 60 days for any infraction of its published rules and regulations;

(c) the right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members.

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No such dedication or transfer shall be effective unless an instrument signed by two-thirds (2/3) of each class of members agreeing to such dedication or transfer has been recorded.

Section 2. Delegation of Use. Any owner may delegate, in accordance with the By-Laws, his right of enjoyment to the Common Area and facilities to the members of his family, his tenants, or contract purchasers who reside on the property.

ARTICLE III

MEMBERSHIP AND VOTING RIGHTS

Section 1. Every owner of a lot which is subject to assessment shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment.

Section 2. The Association shall have two classes of voting membership:

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

Class B. The Class B member(s) shall be the Declarant and shall be entitled to three (3) votes for each Lot owned. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:

- (a) when the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership, or
- (b) on June 9, 19 82.

ARTICLE IV

COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. The Declarant, for each Lot owned within the Properties, hereby covenants, and each Owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) annual assessments or charges, and (2) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided.

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The annual and special assessments, together with interest, costs, and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, costs, and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety, and welfare of the residents in the Properties and for the improvement and maintenance of the Common Area, and of the homes situated upon the Properties.

Section 3. Maximum Annual Assessment. Until January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment shall be fifty dollars (\$50.00) per Lot.

(a) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased each year not more than 3% above the maximum assessment for the previous year without a vote of the membership.

(b) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased above 3% by a vote of two-thirds (2/3) of each class of members who are voting in person or by proxy, at a meeting duly called for this purpose.

(c) The Board of Directors may fix the annual assessment at an amount not in excess of the maximum.

Section 4. Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Area, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of each class of members who are voting in person or by proxy at a meeting duly called for this purpose.

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Section 5. Notice and Quorum for Any Action Authorized Under Sections 3 and 4.

Written notice of any meeting called for the purpose of taking any action authorized under Section 3 or 4 shall be sent to all members not less than 30 days nor more than 60 days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast sixty percent (60%) of all the votes of each class of membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than 60 days following the preceding meeting.

Section 6. Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for all Lots and may be collected on a monthly basis.

Section 7. Date of Commencement of Annual Assessments: Due Dates. The annual assessments provided for herein shall commence as to all Lots on the first day of the month following the conveyance of the Common Area. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the association setting forth whether the assessments on a specified Lot have been paid.

Section 8. Effect of Nonpayment of Assessments: Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of 6 percent per annum. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the property. No owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his Lot.

Section 9. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in

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lieu thereof, shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such lot from liability for any assessments thereafter becoming due or from the lien thereof.

ARTICLE V

ARCHITECTURAL CONTROL

No building, fence, wall or other structure shall be commenced, erected or maintained upon the Properties, nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, materials, and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Board of Directors of the Association, or by an architectural committee composed of three (3) or more representatives appointed by the Board. In the event said Board, or its designated committee, fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, approval will not be required and this Article will be deemed to have been fully complied with.

ARTICLE VI

GENERAL PROVISIONS

Section 1. Enforcement. The Association, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. 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.

Section 2. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no wise affect any other provisions which shall remain in full force and effect.

Section 3. Amendment. The covenants and restrictions of this Declaration shall run with and bind the land, for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended during

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the first twenty (20) year period by an instrument signed by not less than ninety percent (90%) of the Lot Owners, and thereafter by an instrument signed by not less than seventy-five percent (75%) of the Lot Owners. Any amendment must be recorded.

Section 4. Annexation. Additional residential property and Common Area may be annexed to the Properties with the consent of two-thirds (2/3) of each class of members.

Section 5. FHA/VA Approval. As long as there is a Class B membership, the following actions will require the prior approval of the Federal Housing Administration or the Veterans Administration: Annexation of additional properties, dedication of Common Area, and amendment of this Declaration of Covenants, Conditions and Restrictions.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunto set its hand and seal this 14th day of September, 1976.

Shenandoah Inc.
Declarant

By: Elmer D. Adams pres.
Al Anthony Secretary

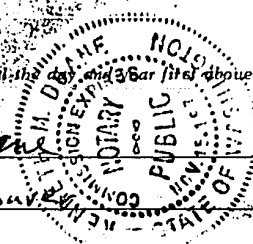
STATE OF WASHINGTON, }
County of Clark } ss.



On this 14th day of September A. D., 1976
before me personally appeared Elmer D. Adams and Al Anthony,
to me known President and Secretary of the corporation that
executed the within and foregoing instrument, and acknowledged the said instrument to be the free and vol-
untary act and deed of said corporation for the uses and purposes therein mentioned, and on oath stated
that ~~they~~ they were authorized to execute said instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above
written.

Lawrence M. Moore
Notary Public in and for the State of Washington, residing at Vancouver



PARCEL I:

The South half of the Southwest quarter and the South half of the Northeast quarter of the Southwest quarter of Section 13, Township 3 North, Range 1 East of the Willamette Meridian in Clark County, Washington.

EXCEPT the portion lying within the strip of land 250 feet in width, taken by the United States of America for the Bonneville Power Administration transmission line right of way, by judgment on Declaration of Taking, recorded March 7, 1939, under Auditor's File No. E-4186.

EXCEPT ALSO, that portion lying within the plat of MOUNT VISTA, according to the plat thereof, recorded in Volume "G" of Plats, Page 563, records of Clark County, Washington.

EXCEPT ALSO, that portion lying within the plat of MOUNT VISTA PHASE 2, according to the plat thereof, recorded in Volume "G" of Plats, Page 712, records of Clark County, Washington.

EXCEPT ALSO, BEGINNING at the Southeast corner of Lot 3, MOUNT VISTA PHASE 2, according to the plat thereof, recorded in Volume "G" of Plats, Page 712, records of said County; thence East 90.92 feet; thence South 88.05 feet; thence East 106.75 feet; thence South 10.00 feet; thence West 106.75 feet; thence South 88.56 feet; thence South $89^{\circ}03'22''$ West 363.70 feet to the East line of said MOUNT VISTA; thence North, along said East line, 131.09 feet to the Northeast corner of Lot 77 of MOUNT VISTA; thence West, along the North line of said Lot 77, a distance of 124.05 feet to the Northwest corner thereof; thence North 10.0 feet to the Southwest corner of Lot 78 of said MOUNT VISTA; thence East, along the South line of said Lot 78, a distance of 124.05 feet to the Southeast corner thereof; thence North, along the East line of said Lot 78, a distance of 51.51 feet to the Southwest corner of said Plat of MOUNT VISTA PHASE 2; thence East, along the South line of said MOUNT VISTA PHASE 2, a distance of 272.73 feet to the point of beginning hereof.

EXCEPT ALSO, Public Roads.

PARCEL II:

The East half of the Northeast quarter and the South half of the South half of the Northwest quarter of the Northeast quarter of Section 23, Township 3 North, Range 1 East of the Willamette Meridian in Clark County, Washington.

EXCEPT that portion lying within the Plat of MOUNT VISTA, according to the plat thereof, recorded in Volume "G" of Plats, Page 563, records of Clark County, Washington.

EXCEPT ALSO, Public Roads.

continued...

EXHIBIT "A"
PAGE TWO

CONTINUED...

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PARCEL III:

MOUNT VISTA, according to the plat thereof, recorded in Volume "G" of Plats, Page 563, records of Clark County, Washington.

PARCEL IV:

MOUNT VISTA PHASE 2, according to the plat thereof, recorded in Volume "G" of Plats, Page 712, records of Clark County, Washington.

EXCEPT Lots 2 and 3 thereof.

EXHIBIT "B"

1034010

PARCEL I:

Lots 2 and 3, MOUNT VISTA PHASE 2, according to the plat thereof, recorded in Volume "G" of Plats, Page 712, records of Clark County, Washington.

ALSO that portion of MOUNT VISTA, according to the plat thereof, recorded in Volume "G" of Plats, Page 563, and of the Southwest quarter of Section 13, Township 3 North, Range 1 East of the Willamette Meridian in Clark County, Washington, described as follows:

BEGINNING at the Southeast corner of Lot 3, MOUNT VISTA PHASE 2, according to the plat thereof, recorded in Volume "G" of Plats, Page 712, records of said County; thence East 90.92 feet; thence South 88.05 feet; thence East 106.75 feet; thence South 10.00 feet; thence West 106.75 feet; thence South 88.56 feet; thence South 89°03'22" West 363.70 feet to the East line of said MOUNT VISTA; thence North, along said East line, 131.09 feet to the Northeast corner of Lot 77 of MOUNT VISTA; thence West, along the North line of said Lot 77, a distance of 124.05 feet to the Northwest corner thereof; thence North 10.0 feet to the Southwest corner of Lot 78 of said MOUNT VISTA; thence East, along the South line of said Lot 78, a distance of 124.05 feet to the Southeast corner thereof; thence North, along the East line of said Lot 78, a distance of 51.51 feet to the Southwest corner of said Plat of MOUNT VISTA PHASE 2; thence East, along the South line of said MOUNT VISTA PHASE 2, a distance of 272.73 feet to the point of beginning hereof.

FILED FOR RECORD
CLARK CO. WASH.
LAND TITLE CO.

SEP 24 3 13 PM '76 1100

AUDITOR
RON DOTZAUER

DECLARATION
OF COVENANTS, CONDITIONS AND RESTRICTIONS **1073391**
G 762078

THIS DECLARATION, made on the date hereinafter set forth by Shenandoah
Inc., hereinafter referred to as
"Declarant".

WITNESSETH:

WHEREAS, Declarant is the owner of certain property in Vancouver
Clark, County of Clark,
State of Washington, which is more particularly described as:
(Insert legal description)

SEE EXHIBIT "A" ATTACHED.

NOW THEREFORE, Declarant hereby declares that all of the properties described above shall be held, sold and conveyed subject to the following easements, restrictions, covenants, and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with, the real property and be binding on all parties having any right, title or interest in the described properties or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

ARTICLE I
DEFINITIONS

Section 1. "Association" shall mean and refer to Mount Vista
Association, its successors and assigns.

Section 2. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot which is a part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

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Section 3. "Properties" shall mean and refer to that certain real property hereinbefore described, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 4. "Common Area" shall mean all real property owned by the Association for the common use and enjoyment of the owners. The Common Area to be owned by the Association at the time of the conveyance of the first lot is described as follows:

SEE EXHIBIT "B" ATTACHED.

Section 5. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the Properties with the exception of the Common Area.

Section 6. "Declarant" shall mean and refer to Shenandoah, Inc., its successors and assigns if such successors or assigns should acquire more than one undeveloped Lot from the Declarant for the purpose of development.

ARTICLE II
PROPERTY RIGHTS

Section 1. Owners' Easements of Enjoyment. Every owner shall have a right and easement of enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

- (a) the right of the Association to charge reasonable admission and other fees for the use of any recreational facility situated upon the Common Area;
- (b) the right of the Association to suspend the voting rights and right to use of the recreational facilities by an owner for any period during which any assessment against his Lot remains unpaid; and for a period not to exceed 60 days for any infraction of its published rules and regulations;
- (c) the right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members.

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No such dedication or transfer shall be effective unless an instrument signed by two-thirds (2/3) of each class of members agreeing to such dedication or transfer has been recorded.

Section 2. Delegation of Use. Any owner may delegate, in accordance with the By-Laws, his right of enjoyment to the Common Area and facilities to the members of his family, his tenants, or contract purchasers who reside on the property.

Section 3. LAND USE. The general plan for location of single family residences, apartments, public buildings, semi-public buildings, shopping center area, park and recreation areas, offices and easements shall be as specified in the Planned Development Plan, and must receive prior approval from the Architectural Committee of "The Association"; provided that lot 19 zoned for multiple family use and lots 39 and 40, zoned from commercial use are exempt from these covenants and restrictions and all declarations herein contained. The Dwelling Unit shall conform to standards on site grading and landscaping that are adopted, revised, and current at the time of construction or installation of the Dwelling Unit. Only single family dwellings with or without garages, and approved auxiliary structures shall be constructed or maintained in areas designated for residential purposes only; provided, exceptions or variances may be allowed if first approved in writing by action of the Board of "the Association".

Section 4. ALTERATIONS AND ADDITIONS, TEMPORARY STRUCTURES, ETC. No exterior alteration or addition shall be made to any premises without the prior written approval of the Board of "The Association". No structure of temporary character, intended for residential living, shall be erected or maintained on any lot nor shall any such structure or basement, garage or trailer be used at any time for living quarters. No truck (log, dump, or large commercial tractor type), camper, trailer, boat, junk cars, unsightly vehicles, or motorcycles shall be parked on any lot or street other than temporarily and solely for the purpose of loading or unloading or a service call except within an enclosed garage structure at residence premises. If any truck, camper, trailer or other vehicle, or any boat is stored or parked in any area designated and provided for that purpose either on the Mount Vista Planned Development Area or elsewhere, such storage or parking shall be solely at the risk of the owner, and no other person, firm or corporation shall have any responsibility therefor, whether or not any fee or charge is made, or paid for the privilege of such storage or parking.

Section 5. FENCES, HEDGES AND WALLS. All fences, walls and landscaping such as planting trees, hedges and shrubs near the perimeter of each lot must receive prior approval from "The Association". On all lots no fence, hedge, structure or wall (other than retaining wall), shall be constructed over any easement area and new fences or walls shall exist outside Building Zone or shall be over 40-inches inside the Building Zone or elsewhere;

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Provided, that variances or exceptions may be allowed if first approved in writing by action of the Board of "the Association". No planting or structures obstructing vision at roadway intersections or driveways shall be permitted or maintained.

Section 6. ANIMALS. Only on areas permitted on the planned development shall there be permitted a maximum of two (2) household pets, and no animals or fowl shall be allowed to be kept on any lot or residential premises. Household pets may not be kept, bred or maintained for a commercial purpose. Dogs, cats and other pets shall be reasonably confined to the dwelling or rear portion of the lot and not be permitted to run free or otherwise to be or become a nuisance or source of annoyance to other residents.

Section 7. SIGNS. No sign shall be erected or displayed upon any residential lot or building without prior written permission of the Board of "the Association". Provided, such permission shall not be required for one sign no larger than 6-inches by 24-inches displaying the name and/or address of the occupant; or for one temporary sign no larger than 18-inches by 24-inches advertising the property for sale or rent; or for temporary community decorations but such signs must be removed upon the sale, rental or conclusion of the community project.

Section 8. USE OF PROPERTY. No residential dwelling is to be used for the conduct of business or for any commercial purpose unless prior written approval is obtained from the Board of "the Association". No oil or gas well, mine or quarry or equipment therefor and no appliance or structure for business purposes shall be located or operated on any of said property designated as residential premises. Installation of flag poles, radio poles, T.V. antenna's, exterior machinery for cooling and/or heating and structures detached from the dwelling unit are prohibited on single family residential lots unless written approval of the Board of "the Association" is first obtained. Drying lines or apparatus shall be screened from exterior view. Garbage and other waste shall be kept in sanitary containers away from public view and regularly disposed of; and nothing shall be done which may constitute a nuisance to the neighborhood or other occupants.

Section 9. LANDSCAPING AND MAINTENANCE. Landscaping of yard shall be completed within the stated time established at the time of sale and in no event shall the time allowed exceed nine (9) months from the date of the sale and shall conform to the general pattern of others in the community. All yards and growth thereof shall be maintained neat and presentable, properly cultivated and kept free from clutter, insects and diseases.

Section 10. SLOPE AND DRAINAGE EASEMENTS. The owners and occupant of residential building sites will permit access by the owner or occupant of an adjoining or adjacent site to slopes or drainageways on the property of the former to maintain slopes or drainage facilities for the protection and use of such adjoining or adjacent site. Each owner will not block, hinder or interfere with the established drainage pattern over his land from adjoining or adjacent land.

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Section 11. STREETS. All Streets have been dedicated to Clark County and therefore are public streets and the County has accepted maintenance of said streets. This procedure was completed at the time of recording the plats.

ARTICLE III

MEMBERSHIP AND VOTING RIGHTS

Section 1. Every owner of a lot which is subject to assessment shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any lot which is subject to assessment.

Section 2. The Association shall have two classes of voting membership:

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

Class B. The Class B member(s) shall be the Declarant and shall be entitled to three (3) votes for each lot owned. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:

- (a) when the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership, or
- (b) on June 9, 1922.

ARTICLE IV

COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. The Declarant, for each lot owned within the Properties, hereby covenants, and each Owner of any lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) annual assessments or charges, and (2) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided.

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The annual and special assessments, together with interest, costs, and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, costs, and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety, and welfare of the residents in the Properties and for the improvement and maintenance of the Common Area, and of the homes situated upon the Properties.

Section 3. Maximum Annual Assessment. Until January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment shall be fifty dollars (\$ 50.00) per Lot.

(a) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased each year not more than 5% above the maximum assessment for the previous year without a vote of the membership.

(b) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased above 3% by a vote of two-thirds (2/3) of each class of members who are voting in person or by proxy, at a meeting duly called for this purpose.

(c) The Board of Directors may fix the annual assessment at an amount not in excess of the maximum.

Section 4. Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Area, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of each class of members who are voting in person or by proxy at a meeting duly called for this purpose.

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- 7 -

Section 5. Notice and Quorum for Any Action Authorized Under Sections 3 and 4.

Written notice of any meeting called for the purpose of taking any action authorized under Section 3 or 4 shall be sent to all members not less than 30 days nor more than 60 days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast sixty percent (60%) of all the votes of each class of membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half ($\frac{1}{2}$) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than 60 days following the preceding meeting.

Section 6. Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for all Lots and may be collected on a monthly basis.

Section 7. Date of Commencement of Annual Assessments: Due Dates. The annual assessments provided for herein shall commence as to all Lots on the first day of the month following the conveyance of the Common Area. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the association setting forth whether the assessments on a specified Lot have been paid.

Section 8. Effect of Nonpayment of Assessments: Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of 6 percent per annum. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the property. No owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his Lot.

Section 9. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in

lieu thereof, shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

ARTICLE V

ARCHITECTURAL CONTROL

No building, fence, wall or other structure shall be commenced, erected or maintained upon the Properties, nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, materials, and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Board of Directors of the Association, or by an architectural committee composed of three (3) or more representatives appointed by the Board. In the event said Board, or its designated committee, fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, approval will not be required and this Article will be deemed to have been fully complied with.

ARTICLE VI

GENERAL PROVISIONS

Section 1. Enforcement. The Association, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. 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.

Section 2. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no wise affect any other provisions which shall remain in full force and effect.

Section 3. Amendment. The covenants and restrictions of this Declaration shall run with and bind the land, for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended during

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the first twenty (20) year period by an instrument signed by not less than ninety percent (90%) of the Lot Owners, and thereafter by an instrument signed by not less than seventy-five percent (75%) of the Lot Owners. Any amendment must be recorded.

Section 4. Annexation. Additional residential property and Common Area may be annexed to the Properties with the consent of two-thirds (2/3) of each class of members.

Section 5. FHA/VA Approval. As long as there is a Class B membership, the following actions will require the prior approval of the Federal Housing Administration or the Veterans Administration: Annexation of additional properties, dedication of Common Area, and amendment of this Declaration of Covenants, Conditions and Restrictions. This Declaration supercedes any and all previously recorded and amended Covenants, Conditions and Restrictions.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunto set its hand and seal this 10 day of May, 1977.

Shenandoah, Inc.
Declarant

By: Elmer D. Adams pres.
A. J. Anthony Sec.



(Add appropriate acknowledgment)

STATE OF Washington }
County of Clark } ss.

On this 10th day of May A. D. 1977, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn personally appeared Elmer D. Adams and A. J. Anthony to me known to be the President and Secretary, respectively, of Shenandoah, Inc., a Washington corporation, the corporation that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that they are authorized to execute the said instrument and that the seal affixed is the corporate seal of said corporation.

WITNESS my hand and official seal hereto affixed the day and year in this certificate above written.

Frank H. Marklund
Notary Public in and for the State of Washington
residing at Vancouver.

(Acknowledgment by Corporation. Pioneer National Title Insurance Co. Form L 29)

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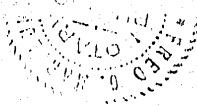


EXHIBIT "A"

1073400

PARCEL I:

The South half of the Southwest quarter and the South half of the Northeast quarter of the Southwest quarter of Section 13, Township 3 North, Range 1 East of the Willamette Meridian in Clark County, Washington.

EXCEPT the portion lying within the strip of land 250 feet in width, taken by the United States of America for the Bonneville Power Administration transmission line right of way, by judgment on Declaration of Taking, recorded March 7, 1939, under Auditor's File No. E-4186.

EXCEPT ALSO, that portion lying within the plat of MOUNT VISTA, according to the plat thereof, recorded in Volume "G" of Plats, Page 563, records of Clark County, Washington.

EXCEPT ALSO, that portion lying within the plat of MOUNT VISTA PHASE 2, according to the plat thereof, recorded in Volume "G" of Plats, Page 712, records of Clark County, Washington.

EXCEPT ALSO, BEGINNING at the Southeast corner of Lot 3, MOUNT VISTA PHASE 2, according to the plat thereof, recorded in Volume "G" of Plats, Page 712, records of said County; thence East 90.92 feet; thence South 88.05 feet; thence East 106.75 feet; thence South 10.00 feet; thence West 106.75 feet; thence South 88.56 feet; thence South 89°03'22" West 363.70 feet to the East line of said MOUNT VISTA; thence North, along said East line, 131.09 feet to the Northeast corner of Lot 77 of MOUNT VISTA; thence West, along the North line of said Lot 77, a distance of 124.05 feet to the Northwest corner thereof; thence North 10.0 feet to the Southwest corner of Lot 78 of said MOUNT VISTA; thence East, along the South line of said Lot 78, a distance of 124.05 feet to the Southeast corner thereof; thence North, along the East line of said Lot 78, a distance of 51.51 feet to the Southwest corner of said Plat of MOUNT VISTA PHASE 2; thence East, along the South line of said MOUNT VISTA PHASE 2, a distance of 272.73 feet to the point of beginning hereof.

EXCEPT ALSO, Public Roads.

PARCEL II:

The East half of the Northeast quarter and the South half of the South half of the Northwest quarter of the Northeast quarter of Section 23, Township 3 North, Range 1 East of the Willamette Meridian in Clark County, Washington.

EXCEPT that portion lying within the Plat of MOUNT VISTA, according to the plat thereof, recorded in Volume "G" of Plats, Page 563, records of Clark County, Washington.

EXCEPT ALSO, Public Roads.

continued...

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EXHIBIT "A"
PAGE TWO

CONTINUED...

1073401

PARCEL III:

MOUNT VISTA, according to the plat thereof, recorded in Volume "G" of Plats,
Page 563, records of Clark County, Washington.

PARCEL IV:

MOUNT VISTA PHASE 2, according to the plat thereof, recorded in Volume "G"
of Plats, Page 712, records of Clark County, Washington.

EXCEPT Lots 2 and 3 thereof.

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EXHIBIT "B"

1073402

PARCEL I:

Lots 2 and 3, MOUNT VISTA PHASE 2, according to the plat thereof, recorded in Volume "G" of Plats, Page 712, records of Clark County, Washington.

ALSO that portion of MOUNT VISTA, according to the plat thereof, recorded in Volume "G" of Plats, Page 563, and of the Southwest quarter of Section 13, Township 3 North, Range 1 East of the Willamette Meridian in Clark County, Washington, described as follows:

BEGINNING at the Southeast corner of Lot 3, MOUNT VISTA PHASE 2, according to the plat thereof, recorded in Volume "G" of Plats, Page 712, records of said County; thence East 90.92 feet; thence South 88.05 feet; thence East 106.75 feet; thence South 10.00 feet; thence West 106.75 feet; thence South 88.56 feet; thence South 89°03'22" West 363.70 feet to the East line of said MOUNT VISTA; thence North, along said East line, 131.09 feet to the Northeast corner of Lot 77 of MOUNT VISTA; thence West, along the North line of said Lot 77, a distance of 124.05 feet to the Northwest corner thereof; thence North 10.0 feet to the Southwest corner of Lot 78 of said MOUNT VISTA; thence East, along the South line of said Lot 78, a distance of 124.05 feet to the Southeast corner thereof; thence North, along the East line of said Lot 78, a distance of 51.51 feet to the Southwest corner of said Plat of MOUNT VISTA PHASE 2; thence East, along the South line of said MOUNT VISTA PHASE 2, a distance of 272.73 feet to the point of beginning hereof.

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FILED FOR RECORD
CLARK CO. WASH.

LAND TITLE CO.

MAY 11 11 15 AM '77

AUDITOR
RON DGTZAUER

1325

mail to
Tareca, Inc.
15517 NE 28th Ave
Vancouver, Wash.

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6277 RV-2

4828447 CCRAMD

RecFee - \$65.00 Pages: 4 - MOUNT VISTA ASSOCIATION
Clark County, WA 02/08/2012 10:53



AFTER RECORDING, RETURN TO:

Barker · Martin, P.S.
319 SW Washington Street, Suite 420
Portland, OR 97204

**CORRECTION TO DECLARATION
OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR A PLANNED
DEVELOPMENT KNOWN AS "MOUNT VISTA"**

(Phase I)

(recording no. G762076)

GRANTOR(S):	MOUNT VISTA ASSOCIATION, a Washington nonprofit corporation
GRANTEE(S):	MOUNT VISTA ASSOCIATION, a Washington nonprofit corporation; MOUNT VISTA; THE GENERAL PUBLIC
LEGAL DESCRIPTION:	MOUNT VISTA, PER THAT CERTAIN DECLARATION RECORDED AT CLARK COUNTY AUDITOR'S NO. G762076 , AS AMENDED OF RECORD
REFERENCE NOS. OF RELATED DOCUMENTS:	G762076

**CORRECTION TO DECLARATION
OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR A PLANNED
DEVELOPMENT KNOWN AS "MOUNT VISTA"
(Phase I)
(recording no. G762076 on 5/11/1977)**

WHEREAS, on May 11, 1977, Declarant recorded a certain Declaration for Mount Vista Planned Development entitled DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS which was recorded in the real property records of Clark County at Auditor's No. G762076 (the "Declaration"), thereby submitting the real property legally described in the Declaration and Survey Map and Plans as amended; and

WHEREAS, a scrivener's error has been noted in the Declaration requiring correction;

NOW THEREFORE, by their signatures below, the President and Secretary of Mount Vista Association certify and attest the Declaration to have been corrected in the following particulars:

A. Section 3 of the Declaration shall be corrected as follows:

Section 3. Maximum Annual Assessment. Until January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment shall be fifty dollars (\$50.00) per Lot.

(a) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased each year not more than 5% above the maximum assessment for the previous year without a vote of the membership.

(b) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased above ~~5%~~ 3% by a vote of two-third (2/3) of each class of members who are voting in person or by proxy, at a meeting duly called for this purpose.

(c) The Board of Directors may fix the annual assessment at an amount not in excess of the maximum.

B. This Correction to the Declaration shall take effect upon recording. The terms of this Correction to the Declaration shall control over any inconsistent provision of the Declaration, including the "Table of Contents," or the Bylaws of the Association. Except as specifically corrected by this instrument, the Declaration shall remain in full force and effect.

CORRECTION TO DECLARATION -1

4835509 CCRAMD

RecFee - \$66.00 Pages: 5 - BARKER MARTIN P.S.
Clark County, WA 03/02/2012 12:22



Name & Return Address:

Barker • Martin, P.S.
319 SW Washington Street, Suite 420
Portland, OR 97204

Please print legibly or type information.

RE-RECORD

Document Title(s) Correction to Declaration of Covenants, Conditions and Restrictions for a Planned Development Known as "Mount Vista" (Phase I)
Grantor(s) Mount Vista Association, a Washington nonprofit corporation Additional Names on Page _____ of Document
Grantee(s) Mount Vista Association, a Washington nonprofit corporation; Mount Vista; The General Public Additional Names on Page _____ of Document
Legal Description (Abbreviated: i.e., lot, block & subdivision name or number OR section/township/range and quarter/quarter section) Mount Vista, per that certain Declaration recorded at Clark County Auditor's No. G762078, as amended of record Complete Legal Description on Page _____ of Document
Auditor's Reference Number(s) 4828447. This re-record is necessary to correct a scrivener's error.
Assessor's Property Tax Parcel/Account Number(s) MOUNT VISTA, PER THAT CERTAIN DECLARATION RECORDED AT CLARK COUNTY AUDITOR'S NO. G762078, AS AMENDED OF RECORD
The Auditor/Recorder will rely on the information provided on this cover sheet. The Staff will not read the document to verify the accuracy or completeness of the indexing information provided herein. I am requesting an emergency nonstandard recording for an additional fee as provided in RCW 36.18.010. I understand that the recording processing requirements may cover up or otherwise obscure some part of the text of the original document.
Signature of Requesting Party (Required for non-standard recordings only) Gpcovst.doc rev 4/02

4828447 CCRAMD

RecFee - \$65.00 Pages: 4 - MOUNT VISTA ASSOCIATION
Clark County, WA 02/08/2012 10:53



AFTER RECORDING, RETURN TO:

Barker · Martin, P.S.
319 SW Washington Street, Suite 420
Portland, OR 97204

RE-RECORD

**CORRECTION TO DECLARATION
OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR A PLANNED
DEVELOPMENT KNOWN AS "MOUNT VISTA"**

(Phase I)

(recording no. *G762076*⁸)

GRANTOR(S):	MOUNT VISTA ASSOCIATION, a Washington nonprofit corporation
GRANTEE(S):	MOUNT VISTA ASSOCIATION, a Washington nonprofit corporation; MOUNT VISTA; THE GENERAL PUBLIC
LEGAL DESCRIPTION:	MOUNT VISTA, PER THAT CERTAIN DECLARATION RECORDED AT CLARK COUNTY AUDITOR'S NO. <i>G762076</i> ⁸ AS AMENDED OF RECORD
REFERENCE NOS. OF RELATED DOCUMENTS:	<i>G762076</i> ⁸

**CORRECTION TO DECLARATION
OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR A PLANNED
DEVELOPMENT KNOWN AS "MOUNT VISTA"**

**(Phase I) *q*
(recording no. G762078 on 5/11/1977)**

WHEREAS, on May 11, 1977, Declarant recorded a certain Declaration for Mount Vista Planned Development entitled DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS which was recorded in the real property records of Clark County at Auditor's No. G762078 (the "Declaration"), thereby submitting the real property legally described in the Declaration and Survey Map and Plans as amended; and

WHEREAS, a scrivener's error has been noted in the Declaration requiring correction;

NOW THEREFORE, by their signatures below, the President and Secretary of Mount Vista Association certify and attest the Declaration to have been corrected in the following particulars:

A. *Section 3 of the Declaration shall be corrected as follows:*

Section 3. Maximum Annual Assessment. Until January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment shall be fifty dollars (\$50.00) per Lot.

(a) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased each year not more than 5% above the maximum assessment for the previous year without a vote of the membership.

(b) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased above 5% ~~3%~~ by a vote of two-third (2/3) of each class of members who are voting in person or by proxy, at a meeting duly called for this purpose.

(c) The Board of Directors may fix the annual assessment at an amount not in excess of the maximum.

B. *This Correction to the Declaration shall take effect upon recording. The terms of this Correction to the Declaration shall control over any inconsistent provision of the Declaration, including the "Table of Contents," or the Bylaws of the Association. Except as specifically corrected by this instrument, the Declaration shall remain in full force and effect.*

CORRECTION TO DECLARATION -1

