

WHEN RECORDED RETURN TO: Denise Cook, Pres., 220 Lazy Road, Longview, WA 98632

DOCUMENT TITLE(S)

Amended and Restated Declaration of Covenants, Conditions and Restrictions for Columbia Ridge Estates dated September 1, 2011.

REFERENCE NUMBER(S) OF DOCUMENTS ASSIGNED OR RELEASED

2007406, Page: 1 of 3, 04/30/2004, Wahkiakum Co.

GRANTOR:

Columbia Ridge Estates Homeowners Association

GRANTEE:

Columbia Ridge Estates Homeowners Association

ABBREVIATED LEGAL DESCRIPTION:

Columbia Ridge Estates Phase One, including lots designated "RV Storage" and Existing Building", Book C of Plats, pages 22a&22b, Wahkiakum County and Phase Two Lots 1,2,3,4,5,6,8,11,13. A Portion of Wahkiakum Tax Parcel 120806-210018.

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03/29/2012 03:35:24 PM Page 1 of 18  
AMENDCOV DENISE COOK \$79.00  
WAHAKIACUM COUNTY WASHINGTON

**AMENDED AND RESTATED DECLARATION  
OF COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR COLUMBIA RIDGE ESTATES**

**ARTICLE 1  
DEFINITIONS**

- 1.1. "Architectural Review Committee" or "ARC"** shall refer to the Board of Directors unless the Board has appointed a separate body to carry out the functions described in Article 6 in which case "ARC" shall refer to this body.
- 1.2. "Articles"** shall mean the Articles of Incorporation for the non-profit corporation, Columbia Ridge Estates Homeowners Association.
- 1.3. "Association"** shall mean and refer to Columbia Ridge Estates Homeowners Association, its successors and assigns.
- 1.4. "Board" or "Board of Directors"** shall mean the appointed or elected body of the Association, as applicable, having its normal meaning under Washington law.
- 1.5. "Bylaws"** shall mean and refer to the Bylaws of the Association.
- 1.6. "Common Area"** shall mean and refer to any areas of land shown on the Plat of the Property, including any improvements thereon, which are intended to be devoted to the common use and enjoyment of the members of the Association, and areas outlined herein as the maintenance responsibility of the Association.
- 1.7. "Declaration, or CCR"** shall mean the covenants, conditions, restrictions, and all other provisions set forth in this Declaration of Covenants, Conditions and Restrictions.
- 1.8. "General Common Expenses"** shall mean those Common Area expenses incurred by the Association for the benefit of all of the Owners of the Lots within the Property. Such definition shall also apply to the words "Common Expenses" as used in this Declaration.
- 1.9 "Home"** shall mean and refer to any portion of a structure situated on a Lot designed and intended for use and occupancy as a residence by a single family or household.
- 1.10. "Lot"** shall mean and refer to any plot of land indicated upon the recorded Plat map of the Property or any part thereof creating individual Home sites. These do not include Common Areas and areas deeded to a government authority or utility.
- 1.11. "Members"** shall mean and exclusively refer to the Owners of Lots in Columbia Ridge Estates and who are members of the Association.
- 1.12. "Occupant"** shall mean and refer to the occupant of a Home who shall be the Owner, lessee or any other person authorized by the Owner to occupy the premises, and occupies any portion of a Home.
- 1.13. "Owner"** shall mean and refer to the record Owner, whether one or more persons or entities, of the fee simple title to any Lot or a purchaser in possession under a land sale contract. The foregoing does not include persons or entities that hold an interest in any Lot merely as security for the performance of an obligation.
- 1.14. "Columbia Ridge Estates"** shall mean the real property described on the recorded Plat of Columbia Ridge Estates Phase I and Columbia Ridge Estates Phase II and all future phases

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**1.15. "Plat"** shall mean and refer to the recorded Plat of Columbia Ridge Estates Phase I and Columbia Ridge Estates Phase II, and any future Phases.

**1.16. "Property"** shall mean and refer to all real property described on the Plat and any annexations of additional property.

**1.17. Rules and Regulations** shall mean and refer to the documents containing rules and regulations adopted by the Board of the Association or the architectural Review Committee ("ARC") and as may be from time to time amended by the Board or ARC.

**1.18. "RV and Mini storage facility"**. Shall mean existing storage facility as identified on the plat of record. Permitted for commercial storage use by the HOA.

## **ARTICLE 2**

### **PROPERTY SUBJECT TO THIS DECLARATION**

**2.1. The real property** which is and shall be held, transferred, sold, conveyed and occupied subject to this Declaration is located in Wahkiakum County, Washington, and depicted on the Plat.

## **ARTICLE 3**

### **OWNERSHIP AND EASEMENTS**

**3.1. Non-Severability.** The interest of each Owner in the use and benefit of the Common Area shall be appurtenant to the Lot owned by the Owner. No Lot shall be conveyed by the Owner separately from the interest in the Common Area, subject to the provisions of Section 3.3. Any conveyance of any Lot shall automatically transfer the right to use the Common Area without the necessity of express reference in the instrument of conveyance.

**3.2. Ownership of Lots.** Title to each Lot in Columbia Ridge Estates shall be conveyed in fee to an Owner. If more than one person and/or entity owns an undivided interest in the same Lot, such person and/or entities shall constitute one Owner.

**3.3. Ownership of Common Areas and Private Streets.** Title to the Common Areas and Private Streets shall be vested in the Association. The Board of Directors may convey title to any present or future Common Area Tract(s), if any, to a City, County or other Government agency.

**3.4. Easements.** Individual deeds to Lots may, but shall not be required to, set forth the easements specified in this Article.

**(a) Easements on Plat.** The Common Area and Lots are subject to the easements and rights of way shown on, or noted, on the Plat.

**(b) Easements for Common Area.** Every Owner shall have a nonexclusive right and easement of use and enjoyment in and to the Common Area, which shall be appurtenant to and shall pass with the title to every Lot.

**(c) Additional Easements.** Notwithstanding anything expressed or implied to the contrary, this Declaration shall be subject to all easements granted by

Declarant for the installation and maintenance of utilities and drainage facilities necessary for the development of Columbia Ridge Estates. No structure, planting or other material shall be placed or permitted to remain within any easement area or common Areas which may damage or interfere with the installation or maintenance of utilities, or which may change the direction of flow of drainage channels in the easements, or which may obstruct or retard the flow or water through drainage channels in the easements.

(d) The easement area of each Lot and all improvements thereon shall be maintained continuously by the Owner of the Lot, except for those improvements for which a public authority, utility company or the Association is responsible.

(e) **Association's Easements.** There are hereby reserved to the Association and its duly authorized agents and representatives such easements as are necessary to perform the duties and obligations of the Association set forth in this Declaration, the Bylaws and Articles, as the same may be amended or supplemented.

(f) **Easement to Governmental Entities.** There is hereby reserved and granted a non-exclusive easement over the Common Area to all governmental and quasigovernmental entities, agencies, utilities, and their agents for the purposes of performing their duties within Property.

#### ARTICLE 4 LOTS AND HOMES

**4.1. Residential Use.** Lots shall be used for residential purposes, except the existing RV storage facility, as identified on the recorded plat, which shall permit the storage of RVs and other Mini storage" uses and shall carry the equivalent of four (4) membership votes. Except with the consent of the Board of Directors of the Association, no trade, craft, business, profession, commercial or similar activity of any kind shall be conducted on any Lot, nor shall any goods, equipment, vehicles, materials or supplies used in connection with any trade, service or business be kept or stored on any Lot. The parking on a Lot of a vehicle bearing the name of a business shall not, in and of itself, constitute a violation of this provision.

#### 4.2. Exterior of Home.

(a). **Exterior Colors:** All homes must be constructed or modified with conventional residential siding. No aluminum or steel siding or roofing is allowed on any home. Colors shall be non-obtrusive and must be approved by the Board or ARC.

(b). **Roofs:** Roofing material shall be a minimum 25 year three-tab composition non-obtrusive shade or blend. All roof replacements must be approved by the Board or ARC.

**4.3 Landscaping:** Landscape installation on Lot by Owners is subject to approval by the ARC. All landscaping on Lots shall be maintained by Owners in a good condition, including watering, weeding, pruning, fertilization, mowing and other forms of maintenance. If Owner fails to maintain said landscaping, the Association reserves the rights to perform the landscaping and charge the owner for any costs incurred

**4.4 Owner Responsibility.** Owner shall be responsible for any violations by tenants and shall be solely responsible for either correcting or eliminating such violations or getting tenant to do same.

**4.5 Animals.** No animals, livestock or poultry of any kind shall be raised, bred, kept or permitted within any Lot other than a reasonable number of domestic household pets which are not kept, bred or raised for commercial purposes and which are reasonably controlled so as not to be a nuisance. Pets shall be limited to two household pets of not more than 60lbs each. No chains, ropes, or cables shall be permitted. Pets are restricted to the owner's lot and must be leashed when outdoors and subject to all city ordinances.

**4.6 Nuisance.** No noxious, harmful 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, or which is a source of annoyance to the other owners or Occupants.

**4.7 Signs.** No signs shall be erected or maintained on any Lot except that not more than one "For Sale" or "For Rent" sign placed by the Owner, Declarant or by a licensed real estate agent which is of standard, customary size.

**4.8 Rubbish and Trash.** No Lot or part of the Common Area shall be used as a dumping ground for trash or rubbish of any kind. All garbage and other waste shall be kept in appropriate containers for timely and proper disposal, out of public view. Yard raking, dirt and other material resulting from landscaping work shall not be dumped onto streets, the Common Areas or any other Lots.

**4.9 Fences and Hedges.** No fences or boundary hedges shall be installed without prior written approval of the ARC. Any fencing installed on Owner's Lots either by Owner, or by Declarant, will be Owner's maintenance responsibility. All fences that are Owner's responsibility are to be maintained in a condition acceptable to Board and ARC.

**4.10 Association Rules and Regulations.** The Board of Directors, from time to time, may adopt, modify or revoke Rules and Regulations governing the conduct of persons and the operation or use of Lots and Common Areas, as it may deem necessary or appropriate in order to assure the peaceful and orderly use and enjoyment of the property. A copy of any Rules and Regulations, upon adoption, amendment, modification or revocation thereof, shall be delivered by the Board of Directors promptly to each Owner and shall be binding upon all Owners and Occupants of all Lots upon the date of delivery or actual notice thereof. The method of adoption of such Rules and Regulations shall be provided in the Bylaws of the Association.

## ARTICLE 5 COMMON AREA

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**5.1 Use of Common Areas.** Use of Common Areas is subject to the provisions of the Declaration, Bylaws, Articles Plat and Rules and Regulations promulgated by the Board of Directors. There shall be no use of the Common Area except by Owners and their invitees. There shall be no obstruction of any part of the Common Area. Nothing shall be stored or kept in the Common Area. No alterations or additions to the Common Area shall be permitted without the prior written approval by the Board of Directors. Nothing shall be stored or kept in the Homes or Common Area, which will increase the rate of insurance on the Common Area without the prior written consent of the Board.

**5.2 Maintenance of Common Area.** The Association shall be responsible for maintenance, repair, replacement, and upkeep of the Common Area, including, but not by way of either limitation or inclusion, all drainage systems, landscaping, any entry monumentation, irrigation systems, benches, common area lighting not maintained by a public agency, fencing, pathways and any other improvements that may be included in Common Area Tracts. The Association shall keep the Common Area and improvements thereon in good condition and repair, provide for all necessary services and cause all acts to be done which may be necessary or proper to assure the maintenance of the Common Area in first class condition.

**5.3 Alterations to Common Area.** Only the Association shall construct, reconstruct, or alter any improvement situated upon the Common Area, subject to the conditions of the Plat. A proposal for any construction of, or alteration, maintenance or repair to an improvement may be made at any meeting. A proposal may be adopted by the Board, subject to the limitations contained in this Declaration, the Bylaws and the Plat.

**5.4 Damage or Destruction of Common Area.** In the event any Common Area is damaged or destroyed by an Owner or any of his Occupants, guests, tenants, licensees, agents or members of his family in a manner that would subject such Owner to liability for such damage under Washington law, such Owner does hereby authorize the Association to repair such damage. The Association shall repair the damage and restore the area in workmanlike manner as originally constituted or as may be modified or altered subsequently by the Association in the discretion of the Board of Directors. The reasonable cost necessary for such repairs shall become a special assessment upon the Lot of the Owner who caused or is responsible for such damage.

## **ARTICLE 6 ARCHITECTURAL REVIEW COMMITTEE**

**6.1. Architectural Review.** No improvement shall be commenced, erected, placed or altered on any Lot until the construction plans and specifications showing the nature, shape, heights, materials, colors, and proposed location of the improvement have been submitted to and approved in writing by the ARC. It is the intent and purpose of this Declaration to assure quality of workmanship and materials and to assure harmony of exterior design with the existing improvements and landscaping. The ARC is not responsible for determining compliance with structural and building codes, solar

ordinances, zoning codes or other governmental regulations, all of which are the responsibility of the Lot Owners. The procedure and specific requirements for review and approval of construction may be set forth in design guidelines adopted from time to time by the ARC. Construction by the Declarant is presumed to have been approved and is thereby exempt from this review. In all cases, which the ARC consent is required by this Declaration, the provision of this Article shall apply.

**6.2. Architectural Review Committee.** Appointment and Removal. The ARC shall consist of three (3) members, as the Board may appoint from time to time.

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

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

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

**6.6. ARC Discretion.** The ARC may, at its sole discretion, withhold consent to any proposed work if the ARC finds the proposed work would be inappropriate for the particular Lot or incompatible with the design standards that the ARC intends for the Property. Consideration such as siting or location on the Lot, shape, color, design, height, solar access, or other effect on the enjoyment of other Lots or the Common Area, and any other factors which the ARC reasonably believe to be relevant, may be taken into consideration by the ARC determining whether or not to consent to any proposed work.

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

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

**6.9. Effective Period of Consent.** The ARC's consent to any proposed work shall automatically be revoked three (3) months after issuance unless construction of the work has been commenced or the Owner has applied for and received an extension of time from the ARC.

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

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

## **ARTICLE 7 COLUMBIA RIDGE ESTATES HOMEOWNERS ASSOCIATION**

**7.1. Association Powers.** The Association shall be a non-profit, mutual benefit corporation established under the Washington Statutes and have all of the powers granted to it by said Statutes, including RCW 64.38.020.

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

## ARTICLE 8 FUNDS AND ASSESSMENTS

**8.1 Purpose of Assessment.** The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety, and welfare of the Owners and Occupants of Lots, and for the improvement, maintenance, protection, administration and insurance of the completed Common Areas owned by the Association including, without limitation, private streets, private storm water facilities, water, sewer and drainage facilities, private utilities and lighting, other easements, payment of real property ad valorem taxes, and establishment and funding of a reserve fund. No individual structure insurance will be provided by Association.

**8.2 Common Expense Designations.** Common Expenses of the nature described in Section 9.1 which are to be, or are, incurred by the Association for the benefit of all of the Owners of Lots within the Property shall be separately budgeted for allocation among all such Owners and shall be designated as "General Common Expenses".

**8.3. Covenants to Pay.** Each owner covenants and agrees that each Lot will pay the Association the assessments and any additional charges levied pursuant to this Article.

**8.3. Basis of Assessments and Commencement of Assessments.** Assessments are to be levied against all Lots subject to this Declaration, or any Amendment and Annexation document, after recordation, whether or not such Lots have been improved with a substantially completed Home. The method of determining the amount of assessments is described in Article 8 of the Bylaws.

**8.4. Annual Assessments.** Annual assessments for each fiscal year shall be established when the Board approves the budget for that fiscal year. Dues and assessments shall begin and be prorated as of the date the city issues an occupancy permit for a home on a lot. Vacant lots, or homes under construction, shall not be subject to dues or assessments.

**8.5 Budget.** The annual budget for the Association shall be carried forth as described in Article 8 of the Bylaws.

**8.6 Allocation of Assessments.** The total amount in the General Association budget shall be charged equally against all occupied Lots. The existing "RV and Mini storage facility" shall be Considered equivalent of 4 "lots" when applying dues, special assessments and voting rights.

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

## 8.5. Reserve Funds.

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(a) **Reserve Fund for Replacing Common Area Improvements.** The Association shall in addition establish a reserve fund in the name of the Association for replacement, in whole or in part, of the Common Area and any improvements located in, on, or under the Common Area for which the Association is responsible pursuant to this Declaration, that will normally require replacement in more than three (3) and fewer than thirty (30) years. The reserve account need not include those items that could reasonably be funded from the maintenance fund. For purposes of funding the reserve fund, the Association shall impose an assessment to be called the "Reserve Fund Assessment" against each Lot, which assessment shall be spread equally over the Lots. The Board may borrow funds from the reserve account to meet high seasonal demands on the regular operating funds or to meet other temporary expenses. The Reserve Fund Assessment shall be based on the reserve study, and updates thereof, or other sources of reliable information. The Reserve Fund shall be kept separate from other funds and may be used only for the purposes for which reserves have been established as specified in this Section.

(b) **Reserve Study.** The Board of Directors shall annually conduct a reserve study, or review and update an existing study, of the Common Area components to determine the requirements of the reserve fund.

**8.6 Special Assessments.** The Board of Directors shall have the power to levy special assessments against an Owner or all Owners in the following manner for the following purposes:

- (a) Deficits in Operating Budget to correct a deficit in the operating budget, by vote of a majority of the Board;
- (b) Breach of Documents. To collect amounts due to the Association from an Owner for breach of the Owner's obligations under the Declaration, the Bylaws, or the Rules and Regulations, by vote of a majority of the Board;
- (c) Repairs. To make repairs or renovations to the Common Area if sufficient funds are not available from the operating budget or replacement reserve accounts by vote of a majority of the Board; or
- (d) Capital Additions. To make capital acquisitions, additions or improvements, by vote of at least seventy-five percent (75%) of all votes allocated to the Lots.

### **8.7 Default in Payment of Assessments, Enforcement of Liens.**

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

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

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

**8.9 Re-Sale Certificates.** The Association shall, within five (5) days after receiving a written request therefore 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. A properly executed certificate of the Association as to the status of assessments on a Lot shall be binding upon the Association as of the date of issuance.

**8.10 Effect of Nonpayment of Assessments: Remedies of the Association.** Any assessments or installments thereof, which are not paid when due, shall be Delinquent. All assessments shall be the personal obligation of the Person who was the Owner of such Lot at the time the assessment(s) fell due. Each Owner shall be personally liable for the portion of each assessment coming due while the Owner of a Lot, and each grantee of an Owner shall be jointly and severally liable for such portion thereof as may be due and payable at the time of conveyance. Any assessment or installment thereof delinquent for a period of more than thirty (30) days shall incur a late charge and interest in an amount as the Board of Directors may from time to time determine. The Association shall cause a notice of delinquency to be given to any Owner who has not paid within thirty (30) days following the due date. If the assessment is not paid within fifteen (15) days after such delinquency notice, a lien, as herein provided, shall attach to such Owner's Lot. In the event that the assessment remains unpaid thirty (30) days after the delinquency notice, the Association may, as the Board of Directors shall determine, institute suit to collect such amounts and/or to foreclose its lien.

**8.11 Creation of the Lien.** Each Owner of any Lot, by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, covenants and agrees to pay to the Association (a) the initial assessment; (b) annual assessments; (c) special assessments; and (d) specific assessments against any particular Lot which are established pursuant to the terms of this Declaration, including, but not limited, to, reasonable fines as may be imposed in accordance with the terms of this Declaration. All such assessments, together with late charges and interest, costs, including, without limitation, reasonable attorney's fees actually incurred, shall be a charge on the Lot and shall be a continuing lien upon the Lot against which each assessment is made. Such lien shall be superior to all other liens and encumbrances on such Lot, except for (a)

liens for ad valorem taxes; or (b) liens for all sums unpaid on a first Mortgage or on any Mortgage to Declarant duly recorded in the land records and all amounts advanced pursuant to such Mortgage and secured thereby in accordance with the terms of such instrument. All other Persons acquiring liens or encumbrances on any Lot after this Declaration shall have been recorded in such records shall be deemed to consent that such liens or encumbrances shall be inferior to future liens for assessments, as provided herein, whether or not prior consent is specifically set forth in the instruments creating such liens or encumbrances. The lien provided for in this Article shall be in favor of the Association and shall be for the benefit of all other Owners. The association, acting on behalf of the Owners, shall have the power to bid on the Lot at any foreclosure sale or to acquire, hold, lease, mortgage, or convey the same.

**8.12 Interest; Fines; Late Fees; Penalties.** The Board in its reasonable discretion may from time to time adopt resolutions to set the rate of interest, and to impose late fees, fines and penalties on delinquent assessments or for violations of the provisions of this Declaration, the Bylaws, any Rules and Regulations, and any rules and regulations adopted by the ARC. The adoption of such impositions shall be communicated to all Owners in writing not less than thirty (30) days before the effective date by a notice mailed to the assessment billing addresses of such Owners. Such impositions shall be considered assessments which are lienable and collectible in the same manner as any other assessments.

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

## ARTICLE 9 GENERAL PROVISIONS

**9.1 Records.** The Board of Directors shall preserve and maintain minutes of the meetings of the Association, the Board and any committees. The Board of Directors shall also keep detailed and accurate financial records including individual assessment accounts of Owners, the balance sheet, and income and expense statements. Individual assessment accounts shall designate the name and address of the Owner or Owners of the Lot, the amount of each assessment as it becomes due, the amounts paid upon the account, and the balance due on the assessments. The minutes of the Association, the Board and committees, and the Association's financial records shall be reasonably available for review and copying by the Owners. A reasonable charge may be imposed by the Association for providing copies.

**9.2. Indemnification of Directors, Officers, Employees and Agents.** To the fullest extent allowed by applicable Washington law, the Association shall indemnify any Director, officer, employee or agent who was or is a party or is threatened to be made a

party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (other than an action by the Association) by reason of the fact that he/she is or was a Director, officer, employee or agent of the Association or is or was serving at the request of the Association as a Director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by said person in connection with such suit, action or proceeding if he/she acted in good faith and in a manner he/she reasonably believed to be in, or not opposed to, the best interest of the Association, and, with respect to any criminal action or proceedings, had no reasonable cause to believe his conduct was unlawful. The termination of any action, suit or proceeding by judgment, order, settlement, conviction, or with a plea of nolo contendere or its equivalent, shall not of itself create a presumption that a person did not act in good faith and in a manner which he/she reasonably believed to be in, or not opposed to, the best interest of the Association, and with respect to any criminal action or proceedings, had reasonable cause to believe his conduct was unlawful. All persons who are ultimately held liable for their actions on behalf of the Association as a Director, officer, employee or agent shall have a right of contribution over and against all other Directors, officers, employees or agents and members of the Association who participated with or benefited from the acts which created said liability.

**9.3. Enforcement; Attorneys' Fees.** The Association and the Owners within the Property or any mortgagee on any Lot shall have the right to enforce all of the covenants, conditions, restrictions, reservations, easements, liens and charges now or hereinafter imposed by any of the provisions of this Declaration as may pertain specifically to such parties or owners by any proceeding at law or in equity. Failure by either the Association or by any Owner or mortgagee to enforce any covenant, condition or restriction herein contained shall in no event be deemed a waiver of their right to do so thereafter.

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

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

**9.6. Variances.** Notwithstanding anything to the contrary contained herein, the Board of Directors or its designee shall be authorized to grant individual variances from any of

the provisions of this Declaration, the Bylaws and any rule, regulation or use restriction promulgated pursuant thereto if it determines that waiver of application or enforcement of the provision in a particular case would not be inconsistent with the overall scheme of development for the Property.

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

**9.8 Duration.** The covenants, conditions and restrictions of this Declaration shall run with and bind the land for in perpetuity, unless 100% of all owners agree to terminate.

**9.9 Amendment.** Except as otherwise provided in Section 11.8, and the restrictions set forth elsewhere herein, this Declaration may be amended at any time by an instrument approved by not less than seventy-five percent (75%) of the total votes for all Lots subject to this Declaration. Any amendment must be executed, recorded and certified as provided by law and a copy provided to all Owners of record within 30-days prior to the effective date of the amendment. Provided, however, that no amendment of this Declaration shall effect an amendment of the Bylaws or Articles without compliance with the provisions of such documents, and the Washington Non-Profit Corporation statutes.

**9.10 Acceptance of this Amendment and Restated Declaration by a duly authorized vote, or signature endorsement, of 75% of the existing lot owners in Phase 1 of Columbia Ridge Estates, shall formally amend the existing CCR and obligate 100% of the members in all Phases of the Columbia Ridge Estates, and limited to voluntary acceptance by individual members in Phase 2. The approved Amended and Restated Declaration shall be recorded in the county records.**

**9.11 Owners of all lots in Phase 2 shall become obligated to these Covenants and Restrictions voluntarily and shall run with the land in succession by individual and voluntary approval. Acceptance shall be recognized by their notarized signature attached to an accurate copy of the approved document and recorded against their lot(s) of ownership at the expense of the Association.**

**9.12 With the exception of Phase II lot owners, all additional phases shall be obligated by this recorded amendment, involuntarily, and without right of exception, with consent by the current deed owner of record as Declarant in Succession.**

**9.13 The Association accepts all responsibility for common area repair and maintenance for all roads and common areas in all phases, existing or future, provided and subject to, Phase 2, and any future phase, has completed all common improvements to city standard and design.**

## ARTICLE 10 APPROVAL AND RECORDING

Columbia Ridge Estates September 1, 2011

10.1 The approval and recording of these Amended Covenants and the associated Bylaws will be by the affirmative vote of at least 75% of the membership and acknowledged by the signature attached hereto. The approval and signature of at least 24 members will constitute a super majority and be sufficient to amend the existing covenants and approve the incorporation of the Association together with the proposed Bylaws as presented at a duly called membership meeting.

10.2 The Board of Directors shall be responsible for collecting the signatures. Upon the receipt of at least 24 signatures the Board shall cause these Amended and Restated Covenants to be recorded against 100% of the lots in Phase 1 and all individual lots as acknowledged for Phase II. These Covenants shall run with the land and can only be altered or detached by a duly authorized vote of the Association membership.

10.3 The undersigned signatures represent the legal affirmative vote of the lot owner approving and committing to these Covenants; one vote per lot:

#### Columbia Ridge Estates, Phase 1:

Lot 1:  
Lot 2:  
Lot 3: *John Doe (This covers)*  
Lot 4: *John Doe (This covers)*  
Lot 5: *John Doe*  
Lot 6: *John Doe*  
Lot 7: *John Doe*  
Lot 8: *John Doe*  
Lot 9: *John Doe*  
Lot 10: *John Doe*  
Lot 11: *John Doe*  
Lot 12: *John Doe*  
Lot 13: *John Doe*  
Lot 14: *John Doe*  
Lot 15: *John Doe*  
Lot 16: *John Doe*  
Lot 17: *John Doe*  
Lot 18: *John Doe*  
Lot 19: *John Doe*  
Lot 20: *John Doe*  
Lot 21: *John Doe*  
Lot 22: *John Doe*  
Lot 23: *John Doe*  
Lot 24: *John Doe*  
Lot 25: *John Doe*  
Lot 26: *John Doe*  
Lot 27: *John Doe*  
Lot 28: *John Doe*  
Lot 29: *John Doe*  
Lot 30: *John Doe*

Lot 31:

Lot 32:

*Denise M. Parbo*

Other:

RV Storage lots as per plat description:

Agreement and acceptance by individual owners in Columbia Ridge Estates, Phase 2:

Lot 1:

Lot 2:

Lot 3:

Lot 4:

Lot 5:

Lot 6:

Lot 7:

Lot 8:

Lot 9:

Lot 10:

Lot 11:

Lot 12:

Lot :

Lot :

Agreement and acceptance by Declarant as the remainder of unimproved development of Columbia Ridge Estates future phases:

Owner:

These Covenants are Witnessed and Acknowledged by:

Denise Cook, President, Columbia Ridge Estates

State of

ss

County of

On this day personally appeared before me Denise Cook as the President of Columbia Ridge Estates Home Owner's Association, described in and who executed the foregoing instrument, and acknowledged to me that she signed as her free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal this \_\_\_\_\_ day of \_\_\_\_\_.

Notary Public in and for the State of \_\_\_\_\_

Residing in \_\_\_\_\_

My commission expires \_\_\_\_\_

Columbia Ridge Estates September 1, 2011

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AMENDORY DENISE COOK 579.00  
WAHKEGON COUNTY WASHINGTON

Lot 31:

Lot 32:

Other:

RV Storage lots as per plat description:

Agreement and acceptance by individual owners in Columbia Ridge Estates, Phase 2:

- Lot 1:
- Lot 2:
- Lot 3:
- Lot 4:
- Lot 5:
- Lot 6:
- Lot 7:
- Lot 8:
- Lot 9:
- Lot 10:
- Lot 11:
- Lot 12:
- Lot :
- Lot :

Agreement and acceptance by Declarant as the remainder of unimproved development of Columbia Ridge Estates future phases:

Owner:

These Covenants are Witnessed and Acknowledged by:

Denice Cook, President, Columbia Ridge Estates

State of

} ss

County of

On this day personally appeared before me ~~Denice Cook~~ as the President of Columbia Ridge Estates Home Owner's Association, described in and who executed the foregoing instrument, and acknowledged to me that she signed as her free and voluntary act and deed, for the uses and purposes therein mentioned.

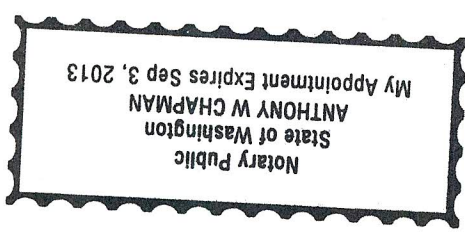
Given under my hand and official seal this 9<sup>th</sup> day of Feb 2012

Notary Public in and for the State of WA

Residing in Kent

My commission expires 9-3-13

Columbia Ridge Estates September 1, 2011



Lot 31: \_\_\_\_\_  
Lot 32: \_\_\_\_\_  
Agreement and acceptance by individual owners in Columbia Ridge Estates, Phase 2:

Lot 1: \_\_\_\_\_  
Lot 2: \_\_\_\_\_  
Lot 3: \_\_\_\_\_  
Lot 4: \_\_\_\_\_  
Lot 5: \_\_\_\_\_  
Lot 6: \_\_\_\_\_  
Lot 7: \_\_\_\_\_  
Lot 8: \_\_\_\_\_  
Lot 9: \_\_\_\_\_  
Lot 10: \_\_\_\_\_  
Lot 11: \_\_\_\_\_  
Lot 12: \_\_\_\_\_  
Lot 13: \_\_\_\_\_  
Lot \_\_\_\_\_: \_\_\_\_\_

Agreement and acceptance by Declarant as the remainder of unimproved development of Columbia Ridge Estates future phases:

Owner: \_\_\_\_\_

**These Covenants are Witnessed and Acknowledged by:**

Denise Cook, Pres.

Denise Cook, President, Columbia Ridge Estates

State of Washington

ss

County of Cowlitz

On this day personally appeared before me Denise Cook as the President of Columbia Ridge Estates Home Owner's Association, described in and who executed the foregoing instrument, and acknowledged to me that she signed as her free and voluntary act and deed, for the uses and purposes therein mentioned.

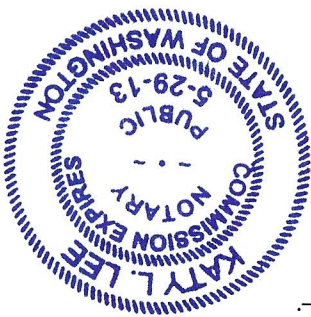
Given under my hand and official seal this 28<sup>th</sup> day of March 2012.

Kathy L. Lee

Notary Public in and for the State of Washington

Residing in \_\_\_\_\_

My commission expires May 29, 2013



Columbia Ridge Estates September 1, 2011