

RETURN ADDRESS

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101 E. 6th St #125
Vancouver WA 98660

Please print neatly or type information

Document Title(s)

Quail Reserve 2 Plat Dedication

Reference Number(s) of related documents:

_____ Additional Reference #'s on page _____

Grantor(s) (Last name, First name and Middle Initial)

Quail Reserve LLC _____
Additional grantors on page _____

Grantee(s) (Last name, First name and Middle Initial)

Quail Reserve 2 subdivision The Public _____
Additional grantees on page _____

Legal Description: (abbreviated form: i.e. lot, block, plat or section township, range, quarter/quarter)

#25, #73 SW 1/4 S1 T3N R2E W4 _____
Additional legal is on page _____

Assessor's Property Tax Parcel/Account Number

191916000 191964000 _____
Additional parcel #'s on page _____

The Auditor/Recorder will rely on the information provided on this form. 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 process may cover up or otherwise obscure some part of the text of the original document.

Signature of Requesting Party

QUAIL RESERVE 2

DESCRIPTION

See Attached Exhibit "A"

DEDICATION

We, the undersigned owners of the above described real estate, do hereby lay out and plat the same into streets and lots, as shown upon the accompanying plat; said plat to be known as:

QUAIL RESERVE 2

according to the recorded plat thereof, in Clark County, Washington, and we hereby dedicate the said streets to the public use forever, but subject to easements as set forth on the plat, and subject to the conditions and restrictions, a copy which is attached hereto and by reference made a part hereof.

Abbr. Legal: TL #25 & #73, SW ¼ Sec. 1-T3N-R2EWM

Tax Account No.: 191916000, 191964000

Dated this XVth day of NOVEMBER, 2019

Quail Reserve, LLC

by



Jon L. Girod, Manager



Curtis L. Massie

Blakemore Holdings, Inc.

by

Signed in Counterpart



Heidi M. Massie

QUAIL RESERVE 2

DESCRIPTION

See Attached Exhibit "A"

DEDICATION

We, the undersigned owners of the above described real estate, do hereby lay out and plat the same into streets and lots, as shown upon the accompanying plat; said plat to be known as:

QUAIL RESERVE 2

according to the recorded plat thereof, in Clark County, Washington, and we hereby dedicate the said streets to the public use forever, but subject to easements as set forth on the plat, and subject to the conditions and restrictions, a copy which is attached hereto and by reference made a part hereof.

Abbr. Legal: TL #25 & #73, SW ¼ Sec. 1-T3N-R2EWM

Tax Account No.: 191916000, 191964000

Dated this 5 day of Nov., 2019

Quail Reserve, LLC

by _____
Jon L. Girod, Manager

Blakemore Holdings, Inc.

by  _____

Curtis L. Massie

Heidi M. Massie

State of Washington

ss.

County of Clark

I certify that I know or have satisfactory evidence that Jon L. Girod signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the Manager of Quail Reserve LLC, to be his free and voluntary act for the uses and purposes mentioned in this instrument.

Dated November 8, 2019



[Signature]

 Notary Public in and for the State of Washington
 Residing at Vancouver, WA
 My appointment expires 9/18/22

State of Washington

ss.

County of Clark

I certify that I know or have satisfactory evidence that _____ signed this instrument, on oath stated that _____ was authorized to execute the instrument and acknowledged it as the _____ of Blakemore Holdings Inc., to be _____ free and voluntary act for the uses and purposes mentioned in this instrument.

Dated _____

 Notary Public in and for the State of Washington
 Residing at _____, WA
 My appointment expires _____

State of Washington

ss.

County of Clark

I certify that I know or have satisfactory evidence that Jon L. Girod signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the Manager of Quail Reserve LLC, to be his free and voluntary act for the uses and purposes mentioned in this instrument.

Dated _____

Notary Public in and for the State of Washington
Residing at _____, WA
My appointment expires _____

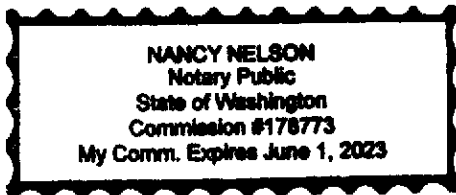
State of Washington

ss.

County of Clark

I certify that I know or have satisfactory evidence that Monte D. Schwartz signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the Vice President of Blakemore Holdings Inc., to be his free and voluntary act for the uses and purposes mentioned in this instrument.

Dated December 5, 2019



Nancy Nelson
Notary Public in and for the State of Washington
Residing at Encouart, WA
My appointment expires 6-1-2023

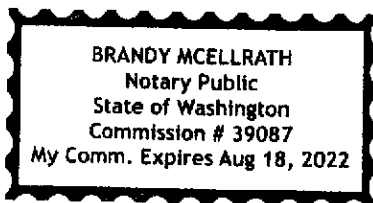
STATE OF WASHINGTON


SS.

COUNTY OF CLARK

I certify that I know or have satisfactory evidence that Curtis L. Massie and Heidi M Massie are the persons who appeared before me, and said person acknowledged that they signed this instrument and acknowledged it to be their free and voluntary act for the uses and purposes mentioned in this instrument.

Dated: November 8, 2019





Notary name printed or typed:
Brandy McCellrath
Notary Public in and for the State of Washington
Residing at Vancouver, WA
My appointment expires 8/18/22



AKS ENGINEERING & FORESTRY, LLC
9600 NE 126th Avenue, Suite 2520, Vancouver, WA 98682
P: (360) 882-0419 F: (360) 882-0426

OFFICES IN: VANCOUVER, WA - TUALATIN, OR - KEIZER, OR - BEND, OR

**PERIMETER LEGAL DESCRIPTION
FOR
QUAIL RESERVE 2**

Being a portion of the Northwest quarter of the Southwest quarter of Section 1, Township 3 North, Range 2 East, Willamette Meridian, City of Battle Ground, Clark County, described as follows:

COMMENCING at a ½" iron rod marking the Southwest corner of the Northwest quarter of the Southwest quarter of Section 1, as shown in Book 3 of Surveys, Page 82, Clark County Auditor's records:

Thence North 00° 05' 19" East, along the West line of the Northwest quarter of the Southwest quarter of Section 1, for a distance of 723.42 feet to a brass screw with washer marking the Northwest corner of Quail Reserve 1 recorded in Book 312 of Plats, Page 8 of Clark County Auditor's records;

Thence South 89° 38' 33" East, along the North line of Quail Reserve 1 (312-8) , for a distance of 413.00 feet to the Northeast corner of said plat and to the **POINT OF BEGINNING**;

Thence following the Easterly line of said Quail Reserve 1 the following described courses:

Thence South 00° 05' 19" West, parallel with the West line of the Northwest quarter of the Southwest quarter of Section 1, for a distance of 324.00 feet;

Thence North 89° 39' 17" West, for a distance of 94.25 feet;

Thence South 00° 20' 43" West, for a distance of 46.00 feet;

Thence South 89° 39' 17" East, for a distance of 94.46 feet;

Thence South 00° 05' 19" West, for a distance of 98.74 feet;

Thence South 40° 13' 13" East, for a distance of 293.26 feet;

Thence South 07° 33' 34" East, for a distance of 32.13 feet to the South line of the Northwest quarter of the Southwest quarter of Section 1 also being the Southeast corner of Quail Reserve 1;

Thence South 89° 39' 07" East, along the South line of the Northwest quarter of the Southwest quarter of Section 1, for a distance of 430.41 feet to the Southeast corner of Massie Tract as described in Exhibit C per Clark County Auditor's File No. 5448091;

Thence along the East line of said Exhibit C per Clark County Auditor's File No. 5448091 the following described course's;

Thence North 14°20'22" East, for a distance of 300.00 feet;

Thence North 67°53'13" West, for a distance of 166.00 feet;

Thence North 00°05'19" East, for a distance of 344.00 feet to the Northeast corner of said Exhibit C;

Thence North 89°39'17" West, along the North line of Exhibit C, for a distance of 297.53 feet;

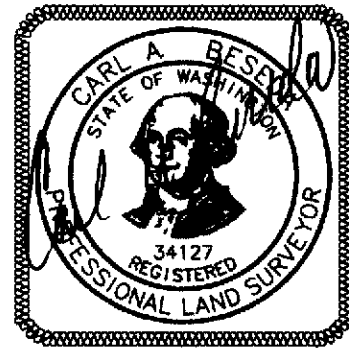
Thence North 00°26'42" East, for a distance of 26.67 feet;

Thence North 89°38'33" West, for a distance of 247.01 feet to the **POINT OF BEGINNING**.

Contains approximately 9.22 acres.

SURVEYOR'S CERTIFICATE:

I, Carl A. Beseda, hereby declare that the preceding Legal Description is the Legal Description of the perimeter of this Plat to the best of my knowledge and belief, and that it was reviewed with the care of a prudent surveyor in this locality.



10/10/2019

Do not write, sign, or stamp outside the double line.

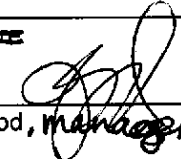
BILL OF SALE

The Grantor(s), Quail Reserve LLC, for and in consideration of good and valuable consideration the receipt and sufficiency of which is/are hereby acknowledged, dedicates and conveys to the City of Battle Ground all public storm, and water systems improvements which have been connected to the existing system being served by the City of Battle Ground and described as follows:

Legal / Parcel #: NW ¼ SW ¼ Sec 1 T3N R2EWM parcel # 191964-000/191916-000

Project: Quail Reserve II

Dated this 2 day of December, 2019.

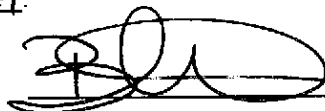
~~Signature~~


Jon Girod, manager

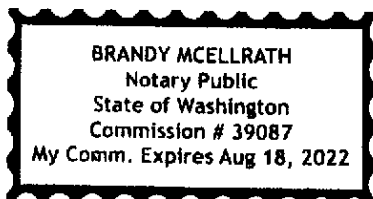
STATE OF WASHINGTON)
) ss
COUNTY OF CLARK)

I certify that I know or have satisfactory evidence that Jon Girod signed this instrument, on oath stated that he / she is authorized to execute the instrument as the Manager of Quail Reserve LLC and acknowledged it to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated this 2nd day of December, 2019.



Signature of Notary Public
Brandy McEllrath
Printed Name of Notary Public



Notary Public for the State of Washington,
Residing Vanouver

My Commission Expires: 8/18/22

When Recorded Return To:
City Of Battle Ground
Community Development Department
109 SW 1st Street, Suite 127
Battle Ground, WA 98604

STORMWATER FACILITY MAINTENANCE AGREEMENT

Grantor : Quail Reserve LLC
Grantee : City of Battle Ground
Abbreviated Legal : NW ¼ SW ¼ S 1 T3N R2EWM
Assessor's Tax Parcel Nos. : 191964-000/191916-000
Other Reference Nos. :

1. Effective Date: _____
2. Parties: _____ Quail Reserve LLC _____ ("Applicant")

City of Battle Ground
A Washington Municipal Corporation ("City")

3. Recitals:
- A. Applicant owns property legally described in Exhibit "A" ("Property"), situated in the _NW1/4, SW ¼ of Section 1, Township 3N, Range 2E of the Willamette Meridian, preliminary approved under City File Number SUB 03-15.
 - B. Applicant is in the process of seeking final plat approval for the Property from the City for Quail Reserve Phase II
 - C. Applicant is using Tract "_E_" of the Quail Reserve II plat, which is to be dedicated to the City of Battle Ground.
 - D. One of the conditions that must be satisfied prior to the City issuing final plat approval for the Property required Applicant to submit a maintenance agreement in association with the proposed dedication of the stormwater facility to the City where Applicant agrees to maintain the stormwater facility on the Property within the time frame and in conformance with the requirements and standards identified in the BGMC 18.250.310.A.

Now, therefore, the parties agree as follows:

4. Two-Year Stormwater Facility Maintenance Plan. Until a date, which is two years from the date of final acceptance of the stormwater facility, Applicant hereby fully agrees to maintain the stormwater facility located on the Property as legally described and illustrated in Exhibit "B" (Stormwater Facility Tract "_E_"). Pursuant to

5. BGMC 18.250 Stormwater Requirements, the two-year maintenance obligations shall be as detailed in the "Stormwater Facility Maintenance Schedule" and as attached as Exhibit "C." Notwithstanding, Applicant's 2-year maintenance obligations, when the final plat Quail Reserve Ph II is recorded, the stormwater facility legally described and illustrated in Exhibit "B" shall be dedicated to the City.
6. Attorney's Fees. In the event of a suit, proceeding, arbitration, or action of any nature whatsoever is instituted, including without limitation any proceeding under the US Bankruptcy Code, or the services of any attorney are retained to enforce any term, condition, or covenant of this Agreement, or to procure an adjudication, interpretation, or determination of the rights of the parties, the prevailing party shall be entitled to recover from the other party, in addition to any award of costs and expenses, including paralegal's, accountants', and other experts' fees and all other fees, costs, and expenses actually incurred and reasonably necessary in connection with such suit, proceeding, or action, including appeal or bankruptcy proceeding, which sum shall be included in any judgment or decree entered therein and such amounts awarded shall be in addition to all other amounts provided by law.
7. Binding On Successors. This Agreement shall be binding upon the parties, their respective heirs, legatees, devisees, executors, administrators, guardians, conservators, successors, purchasers, tenants, encumbrancers, donees, grantees, mortgages, lienors, and assigns.
8. Governing Law. This Agreement shall be construed with and governed by the laws pertaining to contracts of the State of Washington. The parties agree to venue in Clark County, State of Washington.
9. Severability. If any portion of this Agreement, other than the performance provisions described in this Agreement, shall be invalid or unenforceable to any extent, the validity of the remaining provisions shall not be effected thereby.

IN WITNESS WHEREOF, of parties here to have caused this agreement to be executed on the day and year indicated below.

Dated this 11 day of December, 2019. Dated this _____ day of _____, 20____.

APPLICANT

Signature: _____

Printed Name: _____

Company: _____

Title: _____

CITY OF BATTLE GROUND

Signature: _____

Printed Name: _____

Company: City of Battle Ground

Title: _____

5. BGMC 18.250 Stormwater Requirements, the two-year maintenance obligations shall be as detailed in the "Stormwater Facility Maintenance Schedule" and as attached as Exhibit "C." Notwithstanding, Applicant's 2-year maintenance obligations, when the final plat Quail Reserve Ph II is recorded, the stormwater facility legally described and illustrated in Exhibit "B" shall be dedicated to the City.
6. Attorney's Fees. In the event of a suit, proceeding, arbitration, or action of any nature whatsoever is instituted, including without limitation any proceeding under the US Bankruptcy Code, or the services of any attorney are retained to enforce any term, condition, or covenant of this Agreement, or to procure an adjudication, interpretation, or determination of the rights of the parties, the prevailing party shall be entitled to recover from the other party, in addition to any award of costs and expenses, including paralegal's, accountants', and other experts' fees and all other fees, costs, and expenses actually incurred and reasonably necessary in connection with such suit, proceeding, or action, including appeal or bankruptcy proceeding, which sum shall be included in any judgment or decree entered therein and such amounts awarded shall be in addition to all other amounts provided by law.
7. Binding On Successors. This Agreement shall be binding upon the parties, their respective heirs, legatees, devisees, executors, administrators, guardians, conservators, successors, purchasers, tenants, encumbrancers, donees, grantees, mortgages, lienors, and assigns.
8. Governing Law. This Agreement shall be construed with and governed by the laws pertaining to contracts of the State of Washington. The parties agree to venue in Clark County, State of Washington.
9. Severability. If any portion of this Agreement, other than the performance provisions described in this Agreement, shall be invalid or unenforceable to any extent, the validity of the remaining provisions shall not be effected thereby.

IN WITNESS WHEREOF, of parties here to have caused this agreement to be executed on the day and year indicated below.

Dated this _____ day of _____, 20__	Dated this <u>30th</u> day of <u>January</u> , 20 <u>20</u>
APPLICANT	CITY OF BATTLE GROUND
Signature: _____	Signature: <u>[Handwritten Signature]</u>
Printed Name: _____	Printed Name: <u>Erin Erdman</u>
Company: _____	Company: <u>City of Battle Ground</u>
Title: _____	Title: <u>City Manager</u>

When Recorded Return To:
 City Of Battle Ground
 Community Development Department
 109 SW 1st Street, Suite 127
 Battle Ground, WA 98604

STORMWATER FACILITY MAINTENANCE AGREEMENT

Grantor : Quail Reserve LLC
 Grantee : City of Battle Ground
 Abbreviated Legal : NW 1/4 SW 1/4 S 1 T3N 2EWM
 Assessor's Tax Parcel Nos. : 191964-000/191916-)
 Other Reference Nos. :

1. Effective Date: _____
2. Parties: _____ Quail Reserve LLC _____ ("Applicant")

 City of Battle Ground
 A Washington Municipal Corporation ("City")

3. Recitals:
- A. Applicant owns property legally described in Exhibit "A" ("Property" situated in the NW 1/4, SW 1/4 of Section 1, Township 31N, Range 2E of the Wamette Meridian, preliminary approval under City File Number SUB C 15-15.
 - B. Applicant is in the process of seeking final plat approval for the Property from the City of Battle Ground.
 - C. Applicant is using Tract "E" of the Quail Reserve II plat, which is to be dedicated to the City of Battle Ground.
 - D. One of the conditions that must be satisfied for to the City issuing final plat approval the Property required Applicant to submit a maintenance agreement in association with the proposed dedication of the stormwater facility located on the Property where Applicant agrees to maintain the stormwater facility on the Property within the time frame and in accordance with the requirements and standards identified in the BGMC 18.25(.310.A).

Now, therefore, the parties agree as follows:

4. Two-Year Stormwater Facility Maintenance Plan Until a date, which is two years from the date of final acceptance of the stormwater facility, Applicant hereby fully agrees to maintain the stormwater facility located on the Property as legally described and illustrated in Exhibit "L" (Stormwater Facility Tract "E"). Pursuant to

STATE OF WASHINGTON)
) ss
COUNTY OF CLARK)

I certify that I know or have satisfactory evidence that Jon L Girod, manager signed this instrument, on oath stated that he / she was authorized to execute the instrument as the Manager of Oval Reserve LLC and acknowledged it to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated this 11 day of December, 2019.

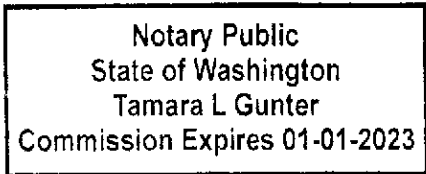


[Signature]
Signature Of Notary Public
Brandy McCellrath
Printed Name Of Notary Public
Vancouver
Notary Public For Washington, residing
My Commission Expires: 08/18/22

STATE OF WASHINGTON)
) ss
COUNTY OF CLARK)

I certify that I know or have satisfactory evidence that ERIN FROMAN signed this instrument, on oath stated that he / (she) was authorized to execute the instrument as the CITY MANAGER of CITY OF BATTLE GROUND and acknowledged it to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated this 30 day of JANUARY, 2020.



[Signature]
Signature Of Notary Public
TAMARA L. GUNTER
Printed Name Of Notary Public
CLARK Co.
Notary Public For Washington, residing
My Commission Expires: 01/01/2023

- Attachments: Exhibit A: Legal Description Of Subdivision
Exhibit B: Legal Description And Sketch Of Stormwater Facility
Exhibit C: Stormwater Facility Maintenance Schedule



AKS ENGINEERING & FORESTRY, LLC
9600 NE 126th Avenue, Suite 2520, Vancouver, WA 98682
P: (360) 882-0419 F: (360) 882-0426

OFFICES IN: VANCOUVER, WA - TUALATIN, OR - KEIZER, OR - BEND, OR

EXHIBIT A

**PERIMETER LEGAL DESCRIPTION
FOR
QUAIL RESERVE 2**

Being a portion of the Northwest quarter of the Southwest quarter of Section 1, Township 3 North, Range 2 East, Willamette Meridian, City of Battle Ground, Clark County, described as follows:

COMMENCING at a ½" iron rod marking the Southwest corner of the Northwest quarter of the Southwest quarter of Section 1, as shown in Book 3 of Surveys, Page 82, Clark County Auditor's records:

Thence North 00° 05' 19" East, along the West line of the Northwest quarter of the Southwest quarter of Section 1, for a distance of 723.42 feet to a brass screw with washer marking the Northwest corner of Quail Reserve 1 recorded in Book 312 of Plats, Page 8 of Clark County Auditor's records;

Thence South 89° 38' 33" East, along the North line of Quail Reserve 1 (312-8), for a distance of 413.00 feet to the Northeast corner of said plat and to the **POINT OF BEGINNING**;

Thence following the Easterly line of said Quail Reserve 1 the following described courses:

Thence South 00° 05' 19" West, parallel with the West line of the Northwest quarter of the Southwest quarter of Section 1, for a distance of 324.00 feet;

Thence North 89° 39' 17" West, for a distance of 94.25 feet;

Thence South 00° 20' 43" West, for a distance of 46.00 feet;

Thence South 89° 39' 17" East, for a distance of 94.46 feet;

Thence South 00° 05' 19" West, for a distance of 98.74 feet;

Thence South 40° 13' 13" East, for a distance of 293.26 feet;

Thence South 07° 33' 34" East, for a distance of 32.13 feet to the South line of the Northwest quarter of the Southwest quarter of Section 1 also being the Southeast corner of Quail Reserve 1;



Thence South 89° 39' 07" East, along the South line of the Northwest quarter of the Southwest quarter of Section 1, for a distance of 430.41 feet to the Southeast corner of Massie Tract as described in Exhibit C per Clark County Auditor's File No. 5448091;

Thence along the East line of said Exhibit C per Clark County Auditor's File No. 5448091 the following described course's;

Thence North 14°20'22" East, for a distance of 300.00 feet;

Thence North 67°53'13" West, for a distance of 166.00 feet;

Thence North 00°05'19" East, for a distance of 344.00 feet to the Northeast corner of said Exhibit C;

Thence North 89°39'17" West, along the North line of Exhibit C, for a distance of 297.53 feet;

Thence North 00°26'42" East, for a distance of 26.67 feet;

Thence North 89°38'33" West, for a distance of 247.01 feet to the **POINT OF BEGINNING.**

Contains approximately 9.22 acres.

SURVEYOR'S CERTIFICATE:

I, Carl A. Beseda, hereby declare that the preceding Legal Description is the Legal Description of the perimeter of this Plat to the best of my knowledge and belief, and that it was reviewed with the care of a prudent surveyor in this locality.



10/10/2019



BEND, OR
3052 NW Merchant Way Suite 100
Bend, OR 97003
(503) 317-8429
www.aks-eng.com

KEIZER, OR
4300 Cherry Avenue NE
Keizer, OR 97303
(503) 400-6028

TUALATIN, OR
12965 SW Herman Road Suite 100
Tualatin, OR 97062
(503) 563-6151

VANCOUVER, WA
9600 NE 126th Avenue Suite 2520
Vancouver, WA 98682
(360) 882-0419

**LEGAL DESCRIPTION
FOR
QUAIL RESERVE 2**

EXHIBIT B 1

TRACT E

Being a portion of the Northwest quarter of the Southwest quarter of Section 1, Township 3 North, Range 2 East, Willamette Meridian, City of Battle Ground, Clark County, Washington, described as follows:

COMMENCING at a half-inch iron rebar marking the Southwest corner of the Northwest quarter of the Southwest quarter of Section 1 as shown in Book 3 of Surveys, Page 82, Clark County Auditor's records;

Thence South 89° 39' 07" East, along the South line of the Northwest quarter of the Southwest quarter of Section 1, for a distance of 607.00 feet to the Southeast corner of Quail Reserve 1, recorded in Book 312 of Plats, Page 8, Clark County Auditor's records;

Thence following the East line of Quail Reserve 1 (312-8) the following described courses;

Thence North 07° 33' 34" West, for a distance of 32.13 feet;

Thence North 40° 13' 13" West, for a distance of 293.26 feet;

Thence North 00° 05' 19" East, for a distance of 81.74 feet;

Thence South 89° 39' 17" East, leaving said East line for a distance of 177.17 feet;

Thence South 67° 49' 34" East, for a distance of 3.41 feet to the **POINT OF BEGINNING**;

Thence continuing South 67° 49' 34" East, for a distance of 198.81 feet;

Thence South 22° 10' 38" West, for a distance of 83.70 feet;

Thence North 67° 39' 52" West, for a distance of 177.19 feet;

Thence North 10° 08' 47" West, for a distance of 36.98 feet;

Thence North 20° 08' 26" East, for a distance of 51.98 feet to the **POINT OF BEGINNING**.

Contains approximately 16,171 acres.

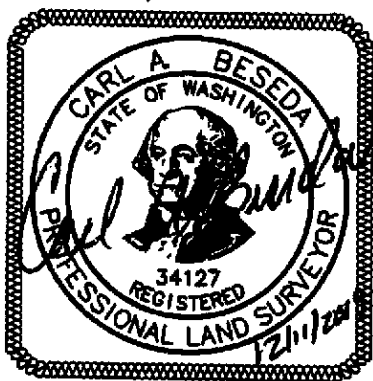
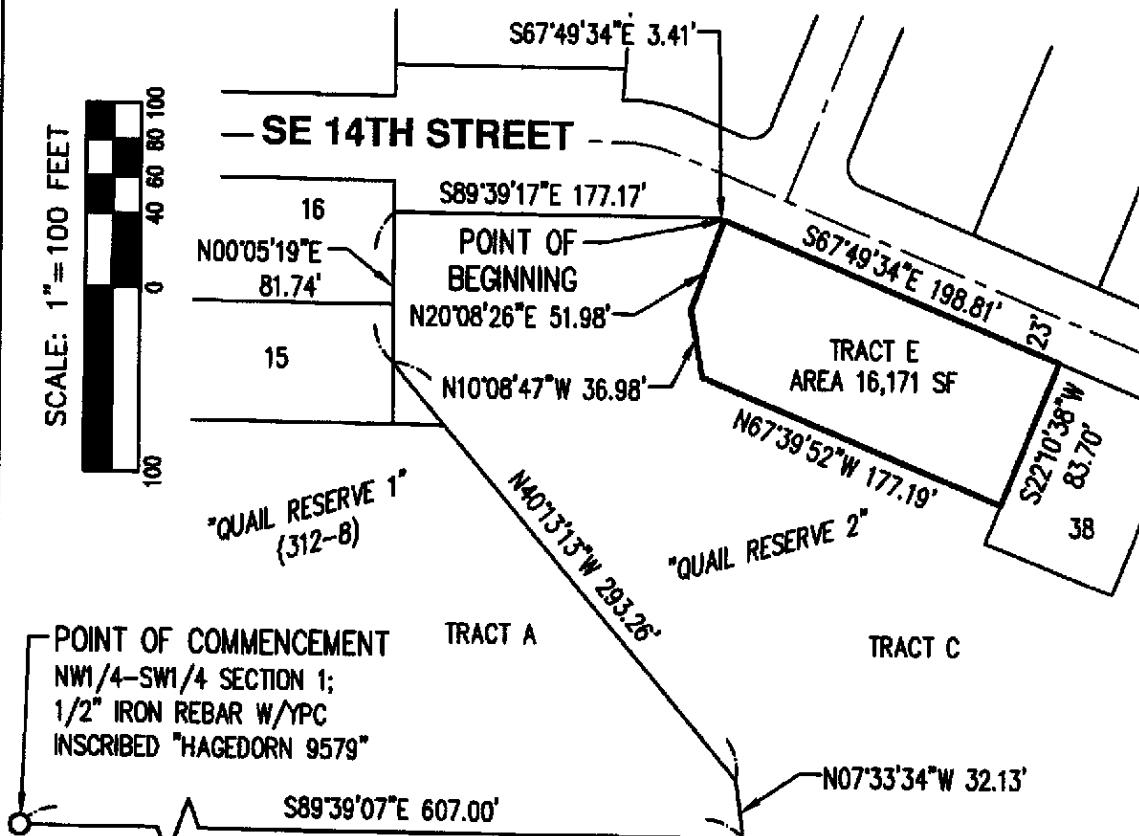
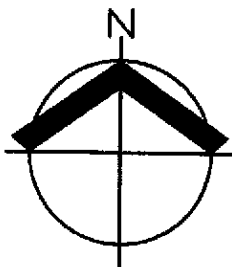


12-11-2019

EXHIBIT SKETCH B-2

FOR

"QUAIL RESERVE 2" SHOWING TRACT E
 LOCATED IN THE NW 1/4 OF THE SW 1/4
 OF SECTION 1, T3N, R2E, W.M.,
 CITY OF BATTLE GROUND, CLARK COUNTY, WASHINGTON



LEGEND

W/YPC WITH A YELLOW PLASTIC CAP
 (312-8) (BOOK 312 - PAGE 8)
 SF SQUARE FEET

DATE: 12/11/2019

TRACT E			
DRAWN BY: BRE	CHECKED BY: CAB	DWG: 3772 PH2 TRACT E EXH	JOB: 3772
AKS ENGINEERING & FORESTRY, LLC 9600 NE 126TH AVE, SUITE 2520 VANCOUVER, WA 98682 www.aks-eng.com PHONE: 360.882.0419 FAX: 360.882.0426			



Stormwater Facility Maintenance Schedule Exhibit "C"

Stormwater Biofiltration Swales

Biofiltration swales use grass or other dense vegetation to filter sediment and oily materials out of stormwater. Swales are stormwater treatment devices that must be properly maintained to sustain pollutant removal capacity.

Operation And Maintenance Practices

Inspection

- Swales are easy to inspect and need to be well maintained to treat stormwater. Make frequent visual inspections for problems such as channeling flow, rills, bare ground, sediment, and oily material.
- Identify and remove pollutant sources discharging to the swale.

Cleaning

- Clear inlets and outlets to prevent blockage.
- Remove litter when mowing or when litter accumulation exceeds one cubic foot (about one and a half five-gallon buckets).
- Use rake and shovel to hand remove sediment accumulation greater than 2 inches that cover grass areas, avoiding vegetation removal.

Vegetation Management

- Mow to keep grass at the optimum height (6 inches). Mow no less than 4 inches height and a minimum of four cuttings per year.
- Remove clippings from the treatment area in the base of the swale. Clippings may be raked or blown onto the side slopes. If the swale has vertical walls or no side-slopes then clippings must be removed.
- Preserve healthy vegetation or reestablish vegetation where needed. Seed bare spots.
- Use cover BMPs on bare soils. BMPs include hydroseeding or mulches.
- Vegetation management should be timed to avoid or minimize impacts on wildlife.
- Stormwater control facilities are, in effect, water body buffers in which pesticides, herbicides, and fertilizers are not to be used. Use mechanical methods to control weeds.
- Trees and shrubbery should be allowed to grow unless they interfere with facility function or maintenance activities.

Repairs

- Repair and seed bare areas. Repair eroded slopes when rills form, where the cause of damage is present or there is potential for future erosion. Use cover BMPs on exposed soils.
- Level spreaders must be in proper working order to function properly. Where level spreaders are damaged, sunken, or bypassed by erosion, repair them to design standard.
- Rodent holes on a dam or berm can pipe water. Repair such damage if observed. If a liver was used during construction and is visibly damaged, repair or replace at this time.
- Spillway areas should be observed for proper working function and should be covered by more than one layer of rock.

Stormwater Facility Maintenance Schedule (continued)

Detention Ponds

Detention facilities are designed to hold and slowly release stormwater by use of a pond and specially designed control structure.

Operation And Maintenance Practices

Inspection

- Identify and report pollutant sources to the facility. Inspect the facility for oil and other pollutants and remove any pollutants greater in volume than surface sheen.

Cleaning

- Clear inlets and outlets to prevent blockage.
- Trash is removed when it exceeds 1 cubic foot per 1000 square feet.
- Remove sediment when it accumulates to 10 percent designed pond depth. Avoid vegetation removal.

Vegetation Management

- See vegetation management practices under stormwater biofiltration swales on page 1. Follow the same practices for proper care of detention ponds. Mowing shall take place as stated previously with a minimum of four cuttings per year and an optimum grass height of 6 inches but no less than 4 inches.

Repairs

- Repair of detention ponds shall follow similar practices as previously stated under stormwater biofiltration swales on page 1.

RECORDING REQUESTED BY
AND WHEN RECORDED RETURN TO:

Stephen W. Horenstein
Horenstein Law Group PLLC
500 Broadway, Suite 370
Vancouver, WA 98660

Grantor: Quail Reserve, LLC

Grantee: THE PUBLIC

Abbreviated Legal: NW ¼ OF THE SW ¼ OF SECTION 1, TOWNSHIP 3
NORTH, RANGE 2 EAST, W.M.

Assessor's Tax Parcel #: 191916-000 and 191964-000

Other Reference Nos.: Original Declaration: 5582610

Original Plat: 5569702 in Book 312, page 8, on December 10, 2018

New Plat: Book 312 page 87 5701610

Original ByLaws: 5582543

First Amendment to ByLaws: 5701610

**AMENDED AND RESTATED DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
QUAIL RESERVE SUBDIVISION**

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**AMENDED AND RESTATED DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
QUAIL RESERVE SUBDIVISION**

THIS AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR QUAIL RESERVE SUBDIVISION ("Declaration"), is made by QUAIL RESERVE, LLC ("Declarant") effective as of February 12, 2020. This Declaration amends and restates the previous Declaration dated February 4, 2019, which was recorded in Clark County, Washington at 5582610. To the extent that any provision of this Amendment conflicts with the Declaration dated February 4, 2019, the terms of this Declaration shall control.

RECITALS

With the exception of Lot 37, Declarant is the owner of all the real property and improvements thereon located in Clark County, Washington, described on Exhibit A and Exhibit B attached hereto and incorporated herein by this reference. The Owners of Lot 37 desire to join in and be subject to the Declaration, as amended from time to time, as evidenced by Exhibit C. Accordingly, real property and improvements described on Exhibit A and Exhibit B, including Lot 37, hereinafter shall be referred to as the "Property" or "Quail Reserve".

Declarant desires to impose these mutually beneficial covenants, conditions, restrictions, easements, assessments, and liens on the Property, under a comprehensive general plan of improvement and development for the benefit of all Lots, Common Elements, and Limited Common Elements in the Quail Reserve Subdivision. Quail Reserve shall be a common interest plat community.

Declarant has deemed it desirable for the efficient preservation of the values and amenities in Quail Reserve to create a limited liability company, to which will be delegated and assigned the powers and authority to own, maintain, repair, replace, and administer the Common Elements, Limited Common Elements, and facilities; to administer and enforce the covenants, conditions, and restrictions of this Declaration; and to collect and disburse the assessments and charges hereinafter created. This limited liability company shall be named the "Quail Reserve Homeowners Association," hereinafter, the "Association."

The Declarant will convey the initial Limited Common Elements to the Association prior to the conveyance of a Lot to any purchaser. Upon conveyance of the Limited Common Elements to the Association, the Owner(s) benefitted by the Limited Common Elements will enter into a road maintenance agreement that will be recorded against and run appurtenant to the land.

In the event the Declarant adds any future Common Elements or Limited Common Elements to the Association, upon conveyance of the Common Elements and Limited Common Elements to the Association, the Association will assume the maintenance obligation of those Common Elements and Limited Common Elements for the benefit of the Owners and assess the Owners of the Lots equally for the expenses.

NOW THEREFORE, Declarant declares that the Property will be held, transferred, sold, conveyed, and occupied as a plat community subject to the RCW 64.90.010 as may be amended from time to time and subject to the following covenants, conditions, restrictions, easements, charges, and liens, which will run with the land, which will be binding on all parties having or acquiring any right, title, or interest in the Property or any part thereof, and which will inure to the benefit of the Association and of each Owner. This Declaration does not and is not intended to create a condominium within the meaning of the Washington Uniform Common Interest Ownership Act, at RCW 64.90 *et. seq.*

ARTICLE 1 DEFINITIONS

1.1. **“Architectural Review Committee”** or ARC refers to the committee constituted and acting under Article 6 of this Declaration.

1.2. **“Articles”** means the Articles of Incorporation for the nonprofit corporation, Quail Reserve Homeowners Association, as filed with the Washington Secretary of State.

1.3. **“Association”** means and refers to Quail Reserve Homeowners’ Association, a Washington limited liability company, and its successors and assigns.

1.4. **“Board”** means the Board of Directors of the Association.

1.5. **“Bylaws”** means and refers to the Bylaws of the Association, which will be recorded in the office of the Auditor in Clark County, Washington.

1.6. **“Common Elements”** means and refers to areas and improvements intended to be devoted to the common use and enjoyment of the Members, including Tract C and Tract F on the New Plat recorded at the recording number identified above, when such tracts are established and conveyed to the Association.

1.7. **“Declaration”** means the covenants, conditions, restrictions, and all other provisions set forth in this Declaration.

1.8. **“Declarant”** means and refers to Quail Reserve LLC, and its successors or assigns, or any successor or assign to all or the remainder of its interest in the Property.

1.9. **“Home”** means and refers to any portion of a structure situated on a Lot and designed and intended for use and occupancy as a residence by a single family or household.

1.10. **“Limited Common Elements”** means and refers to areas and improvements on the Property that are intended to be used and enjoyed by more than one but less than all the Members, including Tract B and Tract D, as further described herein.

1.11. **“Lot”** means and refers to each and any of Lots 1 through 45 on the Plat. For purposes of RCW chapter 64.90, the term “Lot” has the same meaning as the term “unit.”

1.12. **“Members”** means and refers to the Owners of Lots in Quail Reserve.

1.13. **“Occupant”** means and refers to the occupant of a Home, whether such person is an Owner, a lessee, or any other person authorized by the Owner to occupy the Home.

1.14. “**Owner**” means and refers to the record owner, whether one or more persons or entities, of the fee simple title to any Lot, or a purchaser in possession of a Lot under a real estate contract. The foregoing does not include persons or entities who hold an interest in any Lot merely as security for the performance of an obligation.

1.15. “**Plat**” means and refers collectively to the original Plat of Quail Reserve 1 recorded in the plat records of Clark County, Washington, at book 312, page 8, on November 19, 2018, recording number: 5569702 and the new Plat of Quail Reserve 2 recorded in the plat records of Clark County, Washington, at the location and recording number indicated on the first page of this Declaration.

1.16. “**Property**” and “**Quail Reserve**” have the meaning attributed to the terms in the Recitals of this Declaration.

1.17. “**Reserve Account**” means and refers to an account set up by the Board to hold funds for construction, improvements, or maintenance of the Common Elements.

1.18. “**Rules and Regulations**” means and refers to the documents containing rules, regulations, and policies adopted by the Board or the Architectural Review Committee, as may be amended from time to time.

ARTICLE 2

ASSOCIATION AND PROPERTY SUBJECT TO THIS DECLARATION

2.1. **Association.** Quail Reserve will be administered by the Quail Reserve Homeowners Association (the “Association”). The affairs of the Association will be managed by a Board of Directors.

2.2. **Board of Directors.** The Board will be composed of at least three (3) persons and if more board positions are added, the total shall be an odd number.

2.2.1 Qualifications. All Board members must be an Owner or a co-owner of a Lot. If a Lot is owned by more than one owner, only one owner of that Lot may serve on the Board of Directors at any one time. A board member, officer or employee of a corporation, the trustee of a trust, the personal representative of an estate, or an employee of a trust or estate may serve on the Board if the corporation, trust, or estate owns a Lot. To determine the qualifications of any officer or board member, “Owner” includes any board member, officer, member, partner, or trustee of any person who either alone or in conjunction with another person, is an Owner. If a person ceases to have an affiliation with the Owner entity that otherwise qualified the person to serve as a board member or officer, that person shall cease to be qualified to remain a board member or officer.

2.2.2 Assumption of Duties. Board members and officers must take office upon adjournment of the meeting or other event at which they were elected or appointed and must serve until their successor takes office. Board members and officers must read RCW chapter 64.90 before casting their first vote.

2.2.3 Powers and Duties. The Board has the powers and duties necessary for the administration of the affairs of the Association and may do all such acts and things that are not by law, by this Declaration, or by the Bylaws directed to be done by the Owners. The Board may

delegate any of its powers described in RCW 64.90.405 to a Master Association in accordance with RCW 64.90.300.

2.2.4 **Board Meetings.** Notice must be given at least fourteen (14) days before the meeting and must state the time, date, place, and agenda of the meeting. At each Board meeting, the Board must provide a reasonable opportunity for Owners to comment regarding matters of common interest and the Association.

2.3. **Development.** The development of Quail Reserve consists of the Property, which will be held, transferred, sold, conveyed, and occupied subject to this Declaration. Declarant does not intend to build any Common Element or Limited Common Element improvements in Quail Reserve other than as shown on the Plat. Declarant may add another phase(s) of development to Quail Reserve in the future and will amend as of right or petition to amend the Declaration, in accordance with the Declaration and applicable law, to accommodate the additional phase(s) at the appropriate time.

2.4. **Right to Annex Additional Property or to Withdraw Property.** Declarant reserves the right to annex additional property as described in Article 9.

ARTICLE 3 OWNERSHIP AND EASEMENTS

3.1. **Nonseverability.** The interest of each Owner in the use and benefit of the Common Elements and Limited Common Elements is appurtenant to the Lot owned by the Owner. No Lot may be conveyed by the Owner separately from the interest in the Common Elements and Limited Common Elements. Any conveyance of any Lot automatically transfers the right to use the Common Elements and Limited Common Elements without the necessity of express reference in the instrument of conveyance. There may be no judicial partition of the Common Elements and Limited Common Elements. Each Owner, whether by deed, gift, devise, or operation of law, for the Owner's benefit and for the benefit of all other Owners, specifically waives and abandons all rights, interests, and causes of action for judicial partition of any interest in the Common Elements and Limited Common Elements and agrees that no action for judicial partition may be instituted, prosecuted, or reduced to judgment. Ownership interests in the Common Elements and Limited Common Elements and Lots are subject to the easements granted and reserved in this Declaration. Each of the easements granted or reserved herein will be deemed to be established upon the recordation of this Declaration, will thenceforth be deemed to be covenants running with the land for the use and benefit of the Owners and their Lots, and will be superior to all other encumbrances applied against or in favor of any portion of the Property.

3.2. **Ownership of Lots.** Title to each Lot in Quail Reserve will be conveyed in fee to an Owner. If more than one person or entity owns an undivided interest in the same Lot, such persons or entities will constitute one Owner.

3.3. **Ownership of Common Elements and Limited Common Elements.** Tracts C and F on the Plat are Common Elements. The roadway west of SE 21st Avenue that serves as an access easement to Lots 1 and 2, as depicted on the Plat, is a Limited Common Element of Lots 1 and 2. The area identified as Tract D on the Plat contains a stormwater drainage easement that

benefits the City of Battle Ground. Tract D is a Limited Common Element of Lots 30, 38, 39, 44, and 45. Tract B is a Limited Common Element of Lot 15. Title to any Common Elements and Limited Common Elements of each phase, are conveyed to the Association as described in the Plat, upon the lawful recording of the Plat in Clark County.

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

3.3.1 Easements on Plat. The Common Elements, Limited Common Elements and Lots are subject to the easements and rights-of-way shown on the Plat.

3.3.2 Easements for Common Elements. Every Owner has a nonexclusive right and easement of use and enjoyment in and to the Common Elements and an easement in the Common Elements for access to their Lot, which easements are appurtenant to and pass with the title to every Lot.

3.3.3 Easements for Limited Common Elements. Each Owner of a Lot that has a Limited Common Element appurtenant to it, has a nonexclusive right and easement of use and enjoyment in and to those Limited Common Elements and an easement in those Limited Common Elements for access to their Lot. Such easements are appurtenant to and pass with the title to the Lot.

3.3.4 Easements Reserved by Declarant. While Declarant owns any Lot, Declarant reserves an easement over, under, and across the Common Elements and Limited Common Elements as may be reasonably necessary to discharge Declarant's obligations, exercise special Declarant rights, and/or carry out sales activities necessary or convenient for the sale of Lots. Declarant, for itself and its successors and assigns, hereby retains a right and easement of ingress and egress to, from, over, in, upon, under, and across the Common Elements and Limited Common Elements, and the right to store materials thereon and to make such other use thereof as may be reasonably necessary or incident to the construction of the improvements on the Property in such a way as not to interfere unreasonably with the occupancy, use, enjoyment, or access to an Owner's Lot by the Owner or the Owner's family, tenants, employees, guests, or invitees.

3.4.5 Utility, Drainage, and Public Walkway Easements. Notwithstanding anything expressed or implied to the contrary, this Declaration is subject to all easements granted by Declarant for the installation and maintenance of utilities and drainage facilities necessary for the development of Quail Reserve. Tracts C and F and the Lots are subject to public walkway easements as shown on the Plat. No structure, planting, or other material that may damage or interfere with the installation or maintenance of utilities, that may change the direction of flow of drainage channels in the easements, or that may obstruct or retard the flow of water through drainage channels in the easement areas may be placed or permitted to remain within any easement area.

3.4.6 Association's Easements. Declarant grants to the Association and its duly authorized agents and representatives such easements over the Lots and Common Elements and Limited Common Elements as are necessary to perform the duties and obligations of the Association, as set forth in this Declaration, the Bylaws, and the Articles, as the same may be

amended.

3.4.7 Easement to Governmental Entities. Declarant grants a nonexclusive easement over the Common Elements and Limited Common Elements to all governmental and quasi-governmental entities, agencies, utilities, and their agents for the purposes of performing their duties as utility providers.

3.4.8 Perimeter Easement Benefiting Association. Declarant grants to the Association and its duly authorized agents and representatives an easement over that perimeter portion of each Lot that is included within the building setbacks set by applicable ordinances for the purposes of installation, maintenance, repair, and replacement of utilities, communication lines, and drainage. The Board may grant or convey the easements reserved herein to any governmental body or agency, any public or private utility company or provider, or any combination of the foregoing, on a two-thirds vote of the Board members at a duly called and held Board meeting.

ARTICLE 4 LOTS AND HOMES

4.1. **Lots.** There are currently 24 Lots on Phase 1 of the Property, as indicated on the Plat. There are currently twelve (12) Homes built on Phase 1 of the Property. Upon recording of this First Amendment, there will be an additional 21 Lots on Phase 2 of the Property, for a total of 45 Lots, as indicated on the Plat. There is currently one Home built on Lot 37 of Phase 2 of the Property and the Owner of that Home and Lot consents to and voluntarily joins the Association as indicated on Exhibit C. Declarant has reserved the right to add additional land and additional Lots to the Property, as further described in Article 9.

4.2. **Residential Use.** Lots may be used only for residential purposes. Except with the Board's consent or as otherwise allowed by RCW 64.90, no trade, craft, business, profession, commercial activity, or similar activity of any kind may be conducted on any Lot, and no goods, equipment, vehicles, materials, or supplies used in connection with any trade, service, or business may be kept or stored on any Lot. Nothing in this Section 4.2 will be deemed to prohibit (a) activities relating to the sale of residences, (b) the right of Declarant or any contractor or homebuilder to construct residences on any Lot, to store construction materials and equipment on such Lots in the normal course of construction, and to use any residence as a sales office or model home for purposes of sales in Quail Reserve, or (c) the right of the Owner of a Lot to maintain the Owner's personal business or professional library, keep the Owner's personal business or professional records or accounts, handle the Owner's personal business or professional telephone calls, or confer with business or professional associates, clients, or customers in the Owner's residence. The Board will not approve commercial activities otherwise prohibited by this Article unless the Board determines that only normal residential activities would be observable outside of the residence and that the activities would not violate applicable local government ordinances.

4.3. **Landscaping.** Each Owner other than Declarant must obtain the ARC's prior approval of all landscaping plans before commencing installation of any landscaping. Landscaping for all portions of the Lot must commence within 60 days after final building inspection by the local government jurisdiction and must be completed within six months after the inspection. This

Section 4.3 applies to Lots with finished Homes being held for sale as well as to other Lots. The water charge for irrigation will be borne by the Association if connected to the common water system and borne by the individual Owners if the water system is connected to the individual Home around which landscaping is installed. Owners must irrigate their entire yards to keep lawns green and other landscaping fresh. The Association may irrigate from hose bibs connected to individual Homes of Owners who fail to properly irrigate their yards. If plantings on any Lot have died or are dying because the Owner of the Lot neglected to properly care for and irrigate the plants, or because of other harm to the plants caused by the Owner, the Association may replace the plantings and may assess the Owner for the cost as a Reimbursement Assessment, which may be collected and enforced as any other assessments imposed under the Declaration and Bylaws.

4.4. Maintenance of Lots and Homes. Each Owner must maintain the Owner's Lot and all improvements thereon in a clean and attractive condition, in good repair, and in such fashion as not to create a fire hazard. Such maintenance includes, without limitation, maintenance of windows, doors, garage doors, walks, patios, chimneys, and other exterior improvements and glass surfaces. All repainting or re-staining and exterior remodeling will be subject to prior review and approval by the ARC. Each Owner must repair damage caused to the Owner's Lot or improvements located thereon by fire, flood, storm, earthquake, riot, vandalism, or other causes within a reasonable period.

4.5. Rental of Homes. An Owner may rent or lease the Owner's Home or a portion thereof, provided that the following conditions are met:

4.5.1 Written Rental Agreements Required. The Owner and the tenant enter into a written rental or lease agreement specifying that (a) the tenant is subject to all provisions of the Declaration, Bylaws, and Rules and Regulations, and (b) a failure to comply with any provision of the Declaration, Bylaws, and Rules and Regulations constitutes a default under the rental or lease agreement;

4.5.2 Minimum Rental Period. The period of the rental or lease is not less than 30 days; and

4.5.3 Tenant Must Be Given Documents. The Owner gives each tenant a copy of the Declaration, Bylaws, and Rules and Regulations.

4.6. Animals. No animals, livestock, or poultry of any kind, other than a reasonable number of household pets that are not kept, bred, or raised for commercial purposes and that are reasonably controlled so as not to be a nuisance, may be raised, bred, kept, or permitted within any Lot. Owners whose pets cause any inconvenience or unpleasantness to other Owners must take all steps reasonably necessary to prevent recurrence thereof, and Owners whose pets damage other Owners' Lots or personal property must reimburse the other Owners for reasonable costs incurred by the other Owners in repairing the damage. An Owner must ensure that the Owner's dog is leashed when on the Property and outside of the Owner's Lot. An Owner may be required to remove a pet upon the receipt of the third notice in writing from the Board of a violation of any rule, regulation, or restriction governing pets within the Property.

4.7. Nuisance. No noxious, harmful, or offensive activities may be carried out on any

Lot, Common Element, or Limited Common Element. Nor may anything be done or placed on any Lot, Common Element, or Limited Common Element that interferes with or jeopardizes the enjoyment of, or that is a source of annoyance to, the Owner or other Occupants.

4.8. Parking. Parking on the streets, except the Limited Common Elements, shall follow applicable city ordinances, Battle Ground Municipal Code (BGMC) chapter 10.14, as amended from time to time. There shall be no parking on the Limited Common Elements. In addition to the regulations established in the BGMC, parking may be regulated by the Association as provided in the Association Rules and Regulations. Boats, trailers, commercial vehicles, mobile homes, campers, and other recreational vehicles or equipment, regardless of weight, may be parked on Lots, behind a fence. The garage on each Lot may be used to park the occupant's passenger vehicle(s), and for no other purpose.

4.9. Vehicles in Disrepair. No Owner may permit any vehicle that is in a state of disrepair or that is not currently licensed to be abandoned or to remain parked on the Common Elements, Limited Common Elements, or on any street on or adjacent to the Property at any time and may not permit them on a Lot for a period longer than 48 hours. A vehicle will be deemed in a "state of disrepair" when the Board reasonably determines that its presence offends the occupants of the neighborhood. If an Owner fails to remove such a vehicle within five days following the date on which the Association mails or delivers to the Owner a notice directing the removal, the Association may have the vehicle removed from the Property and charge the expense of the removal to the Owner as a Reimbursement Assessment, which may be collected and enforced as any other assessments imposed under the Declaration and Bylaws.

4.10. Signs. No signs may be erected or maintained on any Lot, except that not more than one "For Sale" or "For Rent" sign placed by the Owner or by a licensed real estate agent, not exceeding 24 inches high and 36 inches long, may be temporarily displayed on any Lot. The restrictions contained in this Section 4.10 do not prohibit the temporary placement of political signs on any Lot by the Owner or Occupant after candidacy or the primary or general election is announced. However, political signs must be removed within three days after the election day pertaining to the subject of the sign. Real estate signs must be removed within three days after the sale closing date. During the period of Declarant Control, Declarant is exempt from this Section 4.10.

4.11. Rubbish and Trash. No Lot or part of the Common Elements or Limited Common Elements may be used as a dumping ground for trash or rubbish of any kind. All garbage and other waste must be kept in appropriate containers for proper disposal and must be kept out of public view. Yard rakings, dirt, and other material resulting from landscaping work may not be dumped onto streets, the Common Elements, Limited Common Elements, or any other Lots. If an Owner fails to remove any trash, rubbish, garbage, yard rakings, or any similar materials from any Lot, any streets, the Limited Common Elements, or the Common Elements where deposited by the Owner or the Occupants of the Owner's Lot after notice has been given by the Board to the Owner, the Association may have the materials removed and charge the expense of the removal to the Owner. Such a charge will constitute a Reimbursement Assessment, which may be collected and enforced as any other assessments imposed under the Declaration and Bylaws.

4.12. Fences and Hedges. No fences or boundary hedges may be installed or replaced without prior written approval of the ARC.

4.13. Service Facilities. Service facilities (garbage containers, fuel tanks, clotheslines, etc.) must be screened so that the facilities are not visible at any time from the street or a neighboring property. All telephone, electrical, cable television, and other utility installations must be placed underground in conformance with applicable law and subject to approval by the ARC.

4.14. Antennas and Satellite Dishes. Except as otherwise provided by law or this Article, no exterior antennas, satellite dishes, microwave, aerial, tower, or other devices for the transmission or reception of television, radio, or other forms of sound or electromagnetic radiation may be erected, constructed, or placed on any Lot. With prior written consent from the ARC, exterior satellite dishes or antennas with a surface diameter of one meter or less and antennas designed to receive television broadcast signals only may be placed on any Lot if they are not visible from the street and are screened from neighboring Lots. The Board or ARC may adopt reasonable rules and regulations governing the installation, safety, placement, and screening of such antennas, satellite dishes, and other transmission devices. Such rules may not unreasonably delay or increase the cost of installation, maintenance, or use or preclude reception of a signal of acceptable quality. Such rules may prohibit installation of exterior satellite dishes or antennas if signals of acceptable quality can be received by placing antennas inside a Home without causing an unreasonable delay or cost increase. The foregoing restriction and the authority of the ARC in this matter are subject to any regulations issued by the Federal Communications Commission or any other applicable governmental authority.

4.15. Exterior Lighting or Noise-Making Devices. Except with the consent of the ARC, no exterior lighting or noise-making devices, other than security and fire alarms, may be installed or maintained on any Lot.

4.16. Basketball Hoops. No Owner may install a permanent basketball hoop on any Lot without the ARC's prior approval. The ARC may, in its discretion, prohibit such basketball hoops or impose permitted hours of use for such basketball hoops. Basketball hoops are prohibited in the Common Elements, Limited Common Elements, and on any Lot if the area of play is intended to be the street.

4.17. Grades, Slopes, and Drainage. There may be no interference with the established drainage patterns or systems over or through any Lot that affects any other Lot or Common Element, Limited Common Element, or any real property outside the Property unless adequate alternative provision is made for proper drainage and is approved by the ARC before any such work. The term "established drainage" means the drainage swales, conduits, inlets, and outlets designed and constructed by Declarant.

4.18. Tree-Cutting Restrictions. No tree the diameter of which is six inches or more may be removed from any Lot without the prior approval of the ARC unless it is diseased, poses an immediate danger to persons or property, or is within 10 feet of an existing or proposed building or five feet of a paved surface.

4.19. Damage or Destruction to Home or Lot. If all or any portion of a Lot or Home is

damaged by fire or other casualty, the Owner must either (a) restore the damaged improvements or (b) remove all damaged improvements, including foundations, and leave the Lot in a clean and safe condition. Any restoration proceeding under (a) in this Section 4.19 must be performed so that the improvements are in substantially the same condition that they were before the damage, unless the Owner complies with the provisions of Article 6 to seek a change. The Owner must commence such work within 60 days after the damage occurs and must complete the work within six months thereafter.

4.20. Right of Maintenance and Entry by Association. If an Owner fails to perform maintenance, repair, or both, that the Owner is obligated to perform under this Declaration, and if the Board determines, after notice, that the maintenance, repair, or both is necessary to preserve the attractiveness, quality, nature, value, or any combination thereof of the Property, the Board may cause the maintenance, repair, or both to be performed and may enter any Lot whenever entry is necessary in connection with the performance thereof. An Owner may request, and the Board will conduct, a hearing on the matter. The Owner's request must be in writing delivered within five days after receipt of the notice, and the hearing must be conducted within not less than five days nor more than 20 days after the request for a hearing is received. Entry must be made with as little inconvenience to an Owner as practicable and only after advance written notice of not less than 48 hours, except in emergency situations. The costs of such maintenance, repair, or both are chargeable to the Owner of the Lot as a Reimbursement Assessment, which may be collected and enforced as any other assessments authorized hereunder.

4.21. Association Rules and Regulations. The Board from time to time may adopt, modify, or revoke the Rules and Regulations governing the conduct of persons and the operation and the peaceful and orderly use and enjoyment of the Property and the administration and operation of the Association. The Board shall notify each Owner of its intent to adopt, amend, or repeal a Rule or Regulation and provide a copy of each amendment, modification, or revocation with a proposed date upon which the Board will act on it after considering comments from Owners. Every rule must be reasonable. Subject to the Board's approval or consent, the ARC may adopt rules and regulations pertinent to its functions.

4.22. Ordinances and Regulations. The standards and restrictions set forth in this Article 4 are the minimum required. To the extent that local governmental ordinances and regulations are more restrictive or provide for a higher or different standard, the local governmental ordinances and regulations will prevail.

4.23. Temporary Structures. No structure of a temporary character or any trailer, basement, tent, shack, garage, barn, or other outbuilding may be used on any Lot as a residence, either temporarily or permanently.

ARTICLE 5 COMMON ELEMENTS

5.1. Use. Use of the Common Elements and Limited Common Elements is subject to the provisions of the Declaration, Bylaws, Articles, and the Rules and Regulations adopted by the Board. There must be no obstruction of any part of the Common Elements or Limited Common

Elements. Nothing may be stored or kept in the Common Elements or Limited Common Elements without the prior written consent of the Board. No alterations or additions to the Common Elements will be permitted without the prior written consent of the Board. The Common Elements owned by the Association are defined in Section 1.6, above. The path or trail that runs through Tracts C and F on the Plat is open to the public and subject to an easement in favor of the public for that use. The Limited Common Elements administered by the Association consist of the street running west of SE 21st Avenue, servicing Lots 1 and 2 and the area identified as Tract D on the Plat. The Limited Common Elements are intended to be used and enjoyed solely by the Owners benefitted by them, as defined in section 3.3, and their guests and invitees. The Association may post and maintain "No Parking" signs on the Common Elements and the Limited Common Elements.

5.2 Maintenance.

5.2.1 Common Elements. The Association will be responsible for maintenance, repair, replacement, and upkeep of the Common Elements, except where such maintenance is provided by private agreement, Clark County, a government agency, or a utility company. The Association must keep the Common Elements in good condition and repair, provide for all necessary services, and cause all acts to be done that may be necessary or proper to maintain the Common Elements.

5.2.1 Limited Common Elements. The Owner(s) of the Lots benefitted from a Limited Common Element shall be responsible for maintenance, repair, replacement, and upkeep of the Limited Common Element. Such Owner(s) must keep the Limited Common Element in good condition and repair, provide for all necessary services, and cause all acts to be done that may be necessary or proper to maintain the Limited Common Element.

5.2.1.1 *Votes*. Each benefitted Lot shall have an equal vote to all other benefitted Lot(s) related to repair, maintenance, and upkeep of that Limited Common Element. If any Lot is owned by more than one person, all of the owners of that Lot are collectively referred to here as the "Owner" of that Lot. All of the owners of a Lot, as a group, are entitled to one collective vote as to Maintenance decisions contemplated by this Agreement and a vote cast or opinion, assent, or consent conveyed by a representative of the group to the other Owner shall be considered a binding vote, opinion, assent, or consent of the Owner. Each member of the group shall be jointly and severally responsible for paying the Lot's share of the Maintenance expenses for the Limited Common Element from which it benefits.

5.2.1.2 *Cost Sharing*. Each benefitted Lot shall pay its proportionate share of the expenses related to repair, maintenance, and upkeep (collectively, "Maintenance") for the Limited Common Element from which it benefits. Benefitted Owner(s) shall pay the Lot's share of the expenses within thirty (30) days of receiving the estimate or invoice. If a benefitted Owner or agent of a benefitted Owner personally performs or procures Maintenance without the approval of the other benefitted Owner(s) prior to performing such work, the performing/procuring Owner shall be liable for the entire cost thereof, unless such work is deemed an emergency. Any damage to the Limited Common Element due to new construction

or other damages caused by any Owner (including the Owner's guests, licensees, & invitees) shall be that Owner's responsibility to timely repair the Limited Common Element at the Owner's sole expense.

5.2.1.3 *Condition Assessment.* The benefitted Owner(s) are responsible for continually monitoring and assessing the condition of the Limited Common Element and securing maintenance of it, as needed. Any of the benefitted Owner(s) may request a professional assessment of and/or estimate for maintenance for the Limited Common Element at any time. If the professional requires payment for the assessment or estimate, the requesting Owner shall notify the other benefitted Owner(s) of the estimated expense and obtain majority agreement from the benefitted Owner(s) to incur the estimated expense prior to committing to the expense.

5.2.1.4 *Emergency Repairs.* If any benefitted Owner is made aware of emergency safety conditions on a Limited Common Element, the benefitted Owner will attempt to reach the other benefitted Owner(s) to coordinate the necessary repairs immediately. If the other benefitted Owner(s) cannot be reached, the acting Owner has the authority to make emergency repairs as needed. In such cases, the acting Owner(s) will notify the other benefitted Owner(s) of the repairs, the cost, and the amount due from the Owner(s), as well as the reasons for making the emergency repairs.

5.2.1.5 *Insurance and Indemnity.* The benefitted Owners shall reasonably insure their use of the Limited Common Element. The benefitted Owners shall indemnify and defend each other for all claims, demands, costs and expenses (including attorney fees and costs) related to their respective use of and efforts to maintain the Limited Common Elements, including third party injuries.

5.2.1.6 *Association Authority.* The Association may enforce the terms of this Amendment and require compliance with applicable laws, regulations, the Declaration, and any applicable Association rules. If the benefitted Owners do not comply with Association enforcement efforts, the Association may perform or contract to perform Maintenance to the Limited Common Elements and bill the work to the benefitted Owner(s). The costs must be fully paid in accordance with the Association Declaration, Bylaws, and rules. The Association may also make emergency repairs in accordance with section 5.2.1.4 above, as if it were a benefitted Owner.

5.2.2 Private Drive Maintenance. The Limited Common Element benefitting Lots 1 and 2 shall be constructed and maintained in accordance with the Battle Ground's private drive/road ordinance(s). Maintenance will be undertaken and made whenever necessary to maintain the private drive in good operating condition, in accordance with applicable laws, regulations, and

the Declaration, and to ensure safe access to and from Lots 1 and 2 by emergency and other vehicles at all times. Any dispute between Lots 1 and 2 about the appropriateness or cost of a proposed expense for the private drive shall be heard and resolved by the Board. The private drive shall be snowplowed, as needed, to permit year-round access. For the safety of the Owners, residents, guests and invitees, and as required by the Declaration, no machinery, trailers, vehicles or other property may be stored or parked upon the private drive at any time.

5.3 Alterations. Only the Association may construct, reconstruct, or alter any improvement located on the Common Elements. A proposal for any construction, alteration, maintenance, or repair of any such improvement may be made at any Board meeting. The Board may adopt a proposal, subject to the limitations contained in the Bylaws and this Declaration.

5.4 Funding. Expenditures for replacement or major repairs to an existing improvement for which a reserve has been collected will be made from the Reserve Account. Regular maintenance, repair, and operating expenses for Common Elements will be funded by annual assessments as provided in Article 10. As provided in Article 10, the Board may levy a special assessment to fund any construction, alteration, repair, or maintenance of an improvement (or any other portions of the Common Elements) for which no reserve has been collected or for which the Reserve Account is insufficient to cover the cost of the proposed construction, alteration, repair, or maintenance.

5.5 Plantings. All landscaping or plantings on the Common Elements must be maintained and cared for in a manner that is consistent with the ARC's original approval. Natural landscaping is appropriate if it does not present a safety or health hazard. Weeds and diseased plants, trees, groundcover, or shrubs shall be removed and replaced, as reasonably necessary.

5.6 Condemnation. If all or any portion of the Common Elements or Limited Common Elements is taken for any public or quasi-public use under any statute, by right of eminent domain, or by purchase in lieu of eminent domain, the Board will receive and expend the entire award in a manner that, in the Board's discretion, is in the best interest of the Association and the Owners. The Association must represent the interest of all Owners in any negotiations, suit, action, or settlement in connection with such matters.

5.7 Damage or Destruction. If all or any portion of the Common Elements or Limited Common Elements is damaged or destroyed by an Owner or any of the Owner's guests, Occupants, tenants, licensees, agents, or members of the Owner's family in a manner that would subject the Owner to liability for the damage under Washington law, the Owner hereby authorizes the Association to repair the damage. The Association must 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. Reasonable costs incurred in connection with effecting the repairs will become a special assessment on the Lot(s) and against the Owner(s) who caused, contributed to, or is responsible for the damage.

5.2. Power of Association to Sell, Dedicate, or Transfer. The Association may sell, dedicate, transfer, grant a security interest in, or grant an easement for installation and maintenance of utilities or for similar purposes with respect to, any portion of the Common Elements.

ARTICLE 6
ARCHITECTURAL REVIEW COMMITTEE

6.1. **Architectural Review.** The ARC, from time to time and in its sole discretion, may adopt architectural, construction, and design criteria, rules, regulations, and guidelines and aesthetic standards ("Architectural Standards"). If the ARC establishes Architectural Standards, the ARC will, from time to time and in its sole discretion, adopt and publish procedures for approval of applications and rules to enforce the Architectural Standards, including a reasonable time within which the Association must act after an application is submitted and the consequences of a failure to act, that supplement the provisions provided in this Article and in the Bylaws.

6.2. **Minimum Standards.** This Article's purpose is to ensure quality of workmanship and materials and harmony between exterior design and the existing improvements and landscaping and between location and topography and finished-grade elevations. 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 applicant's responsibility. All houses on the Property shall be single story or shall have a master bedroom or master suite on the first floor. All houses shall have no less than 1500 square feet of living space and no more than 2800 square feet of living space.

6.3. **Approval Required First.** No improvement may be commenced, erected, placed, or materially 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.

6.4. **Appointment and Removal.** Declarant reserves the right to appoint all members of the ARC and all replacements thereto until Quail Reserve is one hundred percent (100%) built out. After build-out, Declarant will assign to the Board the right to appoint and remove members of the ARC.

6.5. **Declarant and Successor Exempt from ARC.** The Declarant and its successor to all the unsold Lots are exempt from the requirement to submit to and have plans approved by the ARC. However, the Declarant and its successor are not exempt from the provisions of Article 4 of this Declaration, except as set forth in Section 4.10.

ARTICLE 7
MEMBERSHIP IN THE ASSOCIATION

7.1. **Members.** Each Owner is a member of the Association. Membership in the Association is 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 acknowledgment, Occupants and Owners will be governed and controlled by this Declaration, the Articles, Bylaws, and the Rules and Regulations of the Association and any amendments thereto.

7.2. **Voting Rights.** Each Owner, including Declarant, is entitled to one vote for each Lot owned with respect to all matters on which Owners are entitled to vote. The total number of votes will be equal to the total number of Lots subject to this Declaration. When more than one person or entity owns a Lot, the vote for the Lot may be cast as they collectively determine, but only one vote per Lot shall be cast. In no event will fractional voting be allowed. Fractional or split votes will be disregarded, except for purposes of determining a quorum.

7.3. **Procedure.** All meetings of the Association, the Board, the ARC, and other Association committees will be conducted with such rules of order as may from time to time be adopted by the Board. Unless other rules of order are adopted by a resolution of the Board, Robert's Rules of Order published by the Robert's Rules Association will apply. Notwithstanding which rules of order are adopted, the President will be entitled to vote on all matters, not merely to break a tie vote. A tie vote does not constitute a majority or approval of any motion or resolution.

ARTICLE 8 DECLARANT CONTROL

8.1. **Declarant-Controlled Board and Officers.** Notwithstanding anything to the contrary in Article 2 or the Bylaws, Declarant hereby reserves administrative control of the Association prior to the Transition Meeting. During the period of Declarant Control, Declarant, in its sole discretion, has the right to appoint and remove members of the board of directors of the Association or any Master Association. This Declarant-controlled Board will manage the affairs of the Association and be vested with all powers and rights of the Board until the Transition Meeting (as hereinafter defined). The Declarant-controlled Board will elect officers. During the period of Declarant Control, the Board must meet at least four times a year and at least one of those meetings must be held at the Property or a place convenient to the Property.

8.1.1 No later than sixty days after conveyance of twenty-five percent of the anticipated Lots to owners other than Declarant, at least one member of the Board, constituting at least twenty-five percent of the total number of Board members must be elected by owners other than Declarant.

8.1.2 No later than sixty days after conveyance of fifty percent of the anticipated Lots to Owners other than Declarant, at least thirty-three and one third percent of the total number of Board members must be elected by owners other than Declarant.

8.2. **Voluntarily Surrender.** If Declarant voluntarily surrenders the right to appoint and remove officers and board members, Declarant may require specified actions of the Association or Board to be approved by Declarant before they become effective.

8.2.1 Any such requirement shall be described in a recorded amendment to the Declaration, executed by Declarant.

8.2.2 Declarant's failure to veto or approve such proposed action within thirty days after receipt of written notice of the proposed action shall be deemed approval by Declarant.

8.3. **Transition Meeting.**

8.3.1 Declarant must call a meeting for the purposes of turning over administrative control of the Association from Declarant to the other Association members within 90 days after the earlier of the following dates:

- 8.3.1.1. Ten years after the date on which this Declaration is recorded;
- 8.3.1.2. Sixty days after conveyance of seventy-five percent of the units that may be created to Owners other than Declarant;
- 8.3.1.3. Two years after the last conveyance of a Lot, except to a dealer;
- 8.3.1.4. Two years after any right to add new Lots was last exercised; or
- 8.3.1.5. The day Declarant records an amendment to the Declaration surrendering all rights to appoint and remove officers and board members.

8.3.2 Notice. Declarant must give notice of the Transition Meeting to each Owner as provided in the Bylaws. If Declarant does not call the Transition Meeting required under this Section 8.3.2, any Owner may do so.

8.3.3 Election. At the Transition Meeting, the Owners must elect a board in accordance with RCW 64.90.410(2).

8.3.4 Transfer. Delivery of the required documents and transfer of Association Property shall occur no later than thirty days after the Transition Meeting and in accordance with RCW 64.90.420 and .425. On the date of the Transition Meeting, if not accomplished sooner, any real estate that was subject to development rights shall remain property of the Declarant or the Declarant's successor in interest, subject to future development upon obtaining approval of the ARC.

8.4. Post-Transition Board Members and Officers. Effective as of the date of the Transition Meeting, at least a majority of the Board members must be Owners. After the Transition Meeting, the Declarant may only appoint or elect a person or itself as a voting, ex officio or nonvoting board member, by submitting a vote as an Owner. All Board meetings must be at the Property or at a place convenient to the Property, unless the Owners amend the Bylaws to vary the location for meetings.

ARTICLE 9 SPECIAL DECLARANT RIGHTS

9.1. **General.** Declarant is undertaking the work of developing Lots and other improvements within Quail Reserve. The completion of the development work and the marketing and sale of the Lots is essential to the establishment and welfare of the Property as a residential community. Until the Homes on all Lots on the Property have been constructed, fully completed, and sold, and the Transition Meeting described in Article 8 has occurred, with respect to the Common Elements and each Lot on the Property, Declarant has the special rights set forth in RCW 64.90.010(51) this Article 9.

9.2 Further Development. Declarant has created 24 Lots in Phase 1 as described in the Plat. Declarant will create an additional 21 Lots in Phase 2, for a total of 45 Lots, upon the recording of this First Amendment, as described in the Plat. Declarant reserves the right to subdivide any Lot, as long as any such subdivision does not result in more than sixty (60) Lots on the Property. Declarant and its affiliates have built twelve (12) Homes on the Property as of the date of this recording.

9.2.1 Additional Real Estate. Declarant reserves the right to add unspecified real estate to Quail Reserve by amending the Declaration at any time during the period specified in Section 9.6. The amount of unspecified real estate added to Quail Reserve may not exceed ten percent of the total real estate described in the Plat. Declarant reserves the right to add phase(s) of development to Quail Reserve during the period of Declarant Control by amending the Declaration and may petition the Board to add phase(s) of development to Quail Reserve after the period of Declarant Control.

9.2.2 Merge or Consolidate. Declarant reserves the right to merge or consolidate Quail Reserve with another plat community.

9.2.3 Additional Lots and Homes. Declarant reserves the right to complete any improvements indicated on the map or described in this Declaration or the public offering statement. Declarant reserves the right to exercise any development right and create additional Lots and Homes on the Property, not to exceed a total of twenty-four (24) Lots and twenty-four (24) Homes in phase 1 and 36 Lots and 36 Homes in Phase 2, for a total not to exceed 60 Lots on the Property. If additional phase(s) are developed, the total of Lots and Homes in all phases shall not exceed sixty (60) Lots and sixty (60) Homes. No assurances are being made regarding the boundaries of any Lots, phases of development, or the timing of development. Declarant does not agree to build any improvements not described in this Declaration.

9.2.4 Inferences from Action or Inaction. The exercise of any development right does not trigger or require the exercise of any other development right. No assurances are being made that any future development will, in fact, occur. When all development rights have been exercised or such development rights have expired, then real estate that was subject to such development rights shall remain property of the Declarant or the Declarant's successor in interest, subject to future development upon obtaining approval of the ARC.

9.3 Marketing Rights. Declarant has the right to maintain a sales office and model on one or more of the Lots that Declarant owns. Declarant and prospective purchasers and their agents have the right to use and occupy the sales office and models during reasonable hours any day of the week. Declarant may maintain a reasonable number of "For Sale" signs at reasonable locations on the Property, including, without limitation, on the Common Elements and Limited Common Elements.

9.4 Declarant Easements. Declarant reserves easements over the Property as more fully described in Article 3.

9.5 Meetings, Committees, and Records. Declarant reserves the right to attend meetings of the Owners and, except during an executive session in which Declarant would

otherwise be excluded, meetings of the Board. Declarant reserves the right to appoint all members of the ARC and all replacements thereto until Quail Reserve is one hundred percent (100%) built out or the expiration of Special Declarant Rights, whichever occurs first. Declarant reserves the right to establish other committees of the Association during the period of Declarant control. Declarant reserves the right to access the records of the Association to the same extent as an Owner.

9.6 **Expiration.** Declarant's special rights shall expire twenty (20) years after the Declaration is recorded and/or the day Declarant records an amendment to the Declaration surrendering all Special Declarant Rights, whichever occurs first.

9.7 **Transfer.** Transfer or Extinguishment of Special Declarant Rights shall be accomplished in accordance with RCW 64.90.425.

ARTICLE 10 FUNDS AND ASSESSMENTS

10.1. **Purpose of Assessments; Expenses.** The assessments levied by the Association will be used exclusively to promote the recreation, health, safety, aesthetics, and welfare of the Owners and Occupants of Quail Reserve, for the improvement, operation, and maintenance of the, for the administration and operation of the Association, and for property and liability insurance.

10.2 **Basis and Allocation of Annual Assessment.** Expenses associated with the operation, maintenance, repair, and replacement of and insurance for the Common Elements will be assessed against the Owners of Lots 1 through 45. Expenses associated with the operation of the Association must be paid by the Association and assessed against the owners of Lots 1 through 45, as a common expense. Except for Limited Common Element expenses, the total amount in the budget will be charged against all Lots in an amount equal to the Lot's fractional interest in the Association as an annual assessment. Limited Common Element expenses shall be charged against all Lots that benefit from the Limited Common Element, in an amount equal to the Lot's fractional interest in the Limited Common Element. The Board may adjust common expense liability for the costs of insurance in proportion to risk and the costs of common element utilities in proportion to Owners' respective usage of those utilities as those common expenses are incurred and such risk and usage imbalances are identified.

10.3. **Covenants to Pay.** Declarant and each Owner covenant and agree to pay the Association the assessments and any additional charges levied under this Declaration or the Bylaws. All assessments for operating expenses, repairs and replacement, and reserves will be allocated among the Lots and their Owners.

10.4. Management of Funds.

10.4.1 Funds Held in Trust. The assessments collected by the Association will be held by the Association for and on behalf of each Owner and may be used solely as set forth in Section 10.1. Upon the sale or transfer of any Lot, the Owner's interest in such funds will be deemed automatically transferred to the successor in interest to the Owner.

10.4.2 Offsets. No offsets against any assessment will be permitted for any reason,

including, without limitation, any claim that the Association is not properly discharging its duties.

10.4.3 Right to Profits. Association profits, if any, will be the property of the Association and will be contributed to the Current Operating Account.

10.5. **Commencement of Assessments**. The amount and date of commencement of the initial annual assessment, including the assessment of reserves, if any, will be determined by Declarant. Once assessments begin, all Lots will be assessed in accordance with their ownership interest, including Lots owned by the Declarant, affiliates of the Declarant, or Declarant's successor in interest. Declarant may delay commencement of assessments for Lots that may be added pursuant to reserve development rights until those Lots are, in fact, added. Declarant must pay all common expenses of the Association until the Lots are assessed for common expenses. Declarant is responsible for all expenses in connection with real estate subject to development rights.

10.6. **Working Capital**. Upon closing of the first sale of each Lot, or the first occupancy of a Lot (whichever occurs first), the Association may assess and collect a working capital contribution from the Lot owner/tenant in the amount equal to one-sixth of the estimated annual assessment for the Lot. This working capital contribution may be collected prior to common assessments. This contribution may not be used to defray expenses of the Declarant.

10.7. **Borrowing**. The Board may borrow funds in its discretion. If the loan is to be secured by an assignment of the Association's right to receive future income, the Board must provide notice to all Owners and call a meeting at which the Owners may ratify or nullify the proposed borrowing. At the meeting, whether or not a quorum is present, the Owners holding two-thirds of the votes in the Association may reject the proposal to borrow funds.

ARTICLE 11 GENERAL PROVISIONS

11.1. **Records**. The Board must preserve and maintain minutes of the meetings of the Association, the Board, and any committees. The Board must also keep detailed and accurate financial records, including a budget, individual assessment accounts of Owners, the balance sheet, and income and expense statements, and other appropriate accounting records within the last seven years. The Board must preserve and maintain all other records required by RCW 64.90.495, as amended from time to time. All such records, collectively, shall be considered "Association records." Individual assessment accounts must 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 on the account, and the balance due on the assessments. Association records must be maintained in the State of Washington and reasonably available for review and copying by the Owners, holders of mortgages on the Lots or Homes, and their respective authorized agents. A reasonable charge may be imposed by the Association for providing copies and for supervising an inspection of Association records.

11.2. **Indemnification of Directors, Officers, Employees, and Agents**. 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 the person 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 attorney fees), judgments, fines, and amounts paid in settlement actually and reasonably incurred by the person in connection with the suit, action, or proceeding if the person acted in good faith and in a manner that the person 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 that the person's conduct was unlawful. The termination of any action, suit, or proceeding by judgment, order, settlement, conviction, or plea of nolo contendere or its equivalent, will not of itself create a presumption that a person did not act in good faith and in a manner that the person 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 that the person's conduct was unlawful. Payment under this clause may be made during the pendency of the claim, action, suit, or proceeding as and when incurred, subject only to the right of the Association to reimbursement of the payment from the person, should it be proven later that the person had no right to the payments. All persons who are ultimately held liable for their actions on behalf of the Association as a Director, officer, employee, or agent will 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 that created the liability.

11.3. Enforcement; Attorney Fees. The Association, the Owners, and any mortgagee holding an interest in a Lot have the right to enforce all 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 any Owner or mortgagee to enforce any covenant, condition, or restriction contained herein will in no event be deemed a waiver of their right to do so thereafter. If suit or action is commenced to enforce the terms and provisions of this Declaration (including without limitations, suit or action for the collection of assessments), the prevailing party will be entitled to its actual administrative costs incurred because of a matter or event that is the subject of the suit or action, attorney fees and costs in the suit or action to be fixed by the trial court, and in the event of an appeal, the cost of the appeal, together with reasonable attorney fees, to be set by the appellate court. In addition, the Association will be entitled to its reasonable attorney fees and costs incurred in any enforcement activity or to collect delinquent assessments, together with the Association's actual administrative costs, whether or not suit or action is filed.

11.4. Severability. Invalidation of any one of these covenants, conditions, or restrictions by judgment or court order will not affect the other provisions hereof and the same will remain in full force and effect.

11.5. Rights and Obligations of Mortgagees Relating to Maintenance. The record holder of any Mortgage on any Lot who becomes the record Owner of such Lot through foreclosure, judicial sale, deed-in-lieu of foreclosure, or by any other legal means, shall be considered an Owner for purposes of this Declaration and shall have all the rights and obligations of Owners hereunder.

11.6. Duration. The covenants, conditions, and restrictions of this Declaration run with and bind the land for a term of 35 years from the date of this Declaration being recorded, after

which time they will be automatically extended for successive periods of 10 years, unless rescinded by a vote of at least seventy-five percent (75%) of the Owners and ninety percent (90%) of the first mortgagees.

11.7. Amendment.

11.7.1 Direct Amendment Rights. Declarant may unilaterally amend this Declaration to reallocate Limited Common Elements, exercise development rights, and to surrender all rights in accordance with RCW 64.90.240(2), .245(12), .250, and .415(2)(d), as amended from time to time. The Association may amend this Declaration to address issues created by an eminent domain action, to accommodate boundary line adjustments between Lots, and to subdivide and combine Lots in accordance with RCW 64.80.030, .240(3), .260(1), and .265(2). Owners may amend this Declaration to reallocate Limited Common Elements, adjust boundaries between units, and combine units, in accordance with RCW 64.90.240(2), .260(1), and .265(2).

11.7.2 Development Rights Amendments.

11.7.2.1. A provision in the Declaration that creates special declarant rights that have not expired may not be amended without the consent of Declarant.

11.7.2.2. Declarant may amend the Declaration at any time during the period specified in Article 9 to add additional real estate to the Subdivision without describing the location of that real estate in the original Declaration. The amount of real estate added to the plat community pursuant to this Article may not exceed ten percent of the real estate described in RCW 64.90.225(1)(b) together with any real estate that is described in the Declaration for addition to the plat community or miscellaneous community, and the Declarant may not increase the number of units in the plat community or miscellaneous community beyond the number stated in the original Declaration pursuant to RCW 64.90.225(1)(c).

11.7.2.3. Persons entitled to cast at least eighty percent of the votes in the Association, including eighty percent of the votes allocated to Owners other than the Declarant, may agree to extend the time limits specified in the Declaration to exercise reserved development rights and may create additional development rights. Such an agreement is effective thirty days after an amendment to the Declaration reflecting the terms of the agreement is recorded, unless all persons holding the affected special declarant rights, or security interests in those rights, record a written objection within the thirty-day period. In that case, the amendment is void. If the persons holding the affected special declarant rights or security interests in those rights records a consent at the time the amendment is recorded, then the amendment is effective when recorded.

11.7.3 Amendment Rights with Notice.

11.7.3.1. Upon giving thirty-day notice to Owners, Declarant may amend the Declaration and other governing documents to correct mathematical mistakes, inconsistencies, or scrivener's errors or to clarify ambiguities with respect to objectively verifiable facts. Any such amendment may not materially reduce the obligations of Declarant if the mistake, inconsistency, error or ambiguity had not occurred.

11.7.3.2. Upon thirty-day notice to Owners, the Association may, upon a vote of two-thirds of the Board, amend the Declaration to:

11.7.3.2.1. Correct the governing documents as provided in Section 11.7.3.1 above,

11.7.3.2.2. Remove language forbidding or restricting rights of individuals based on race, creed, color, sex, national origin; those with sensory, mental or physical disabilities; families with children; or any other legally protected classification; from the Declaration;

11.7.3.2.3. Remove language that purports to limit the power of the Association to deal with the Declarant beyond the limit authorized in RCW 64.90.405(1)(u); and

11.7.3.2.4. Remove and otherwise amend any other language that purports to limit the rights of the Association or Owners in direct conflict with RCW chapter 64.90.

11.7.4 All Other Amendments. In all other respects, this Declaration may be amended only by the affirmative vote or written consent, or any combination thereof, of Members representing seventy-five percent (75%) of the total vote of the Association.

11.7.5 Except as expressly allowed by RCW chapter 64.90 and this Declaration, an amendment may not create or increase special declarant rights, increase the number of Lots, change the boundaries of any Lot or change the allocated interests of a Lot without the consent of Owners to which at least ninety percent of the votes in the Association are allocated, including the consent of the Owner affected by the amendment.

11.7.6 Any amendment must be executed and certified as provided by law and must be recorded with the Auditor of Clark County, Washington, to be effective. No amendment of this Declaration will affect an amendment of the Bylaws or Articles without complying with the provisions of those documents and the Washington Nonprofit Corporation Act.

11.7.7 In the absence of fraud, no action to challenge the validity of an amendment may be brought more than one year after the amendment is recorded.

11.8. **Owner Consent.** If an Owner consents to any amendment to this Declaration or the Bylaws, it will be conclusively presumed that such Owner has the authority to consent and no contrary provision in any Mortgage or contract between the Owner and a third party will affect the validity of such amendment.

11.9. **Resolution of Document Conflicts.** In the event of a conflict among any of the provisions in the documents governing Quail Reserve, the conflict must be resolved by looking to the following documents in the order shown below:

1. Declaration;
2. Articles;
3. Bylaws;
4. Rules and Regulations.

EXHIBIT A

PHASE 1 PROPERTY DESCRIPTION



AKS ENGINEERING & FORESTRY, LLC
9600 NE 126th Avenue, Suite 2520, Vancouver, WA 98682
P: (360) 882-0419 F: (360) 882-0426

OFFICES IN: VANCOUVER, WA - TUALATIN, OR - KEIZER, OR - BEND, OR

**PERIMETER LEGAL DESCRIPTION
FOR
QUAIL RESERVE 1**

Being a portion of the Northwest quarter of the Southwest quarter of Section 1, Township 3 North, Range 2 East, Willamette Meridian, Clark County, described as follows:

BEGINNING at a ½" iron rod marking the Southwest corner of the Northwest quarter of the Southwest quarter of Section 1, as shown in Book 3 of Surveys, Page 82, Clark County Auditor's records:

Thence North 00° 05' 19" East, along the West line of the Northwest quarter of the Southwest quarter of Section 1, for a distance of 723.42 feet to a ½" iron rod (Survey 3-82) marking the Southwest corner of the Gustafson Tract as described under the Clark County Auditor's file number 9111010031;

Thence South 89° 38' 33" East, along the South line of said Gustafson Tract, also being along the South line of the Ollieu Tract as described under the Clark County Auditor's file number 5075884, for a distance of 413.00 feet;

Thence South 00° 05' 19" West, parallel with the West line of the Northwest quarter of the Southwest quarter of Section 1, for a distance of 324.00 feet;

Thence North 89° 39' 17" West, for a distance of 94.25 feet;

Thence South 00° 20' 43" West, for a distance of 46.00 feet;

Thence South 89° 39' 17" East, for a distance of 94.46 feet;

Thence South 00° 05' 19" West, for a distance of 98.74 feet;

Thence South 40° 13' 13" East, for a distance of 293.26 feet;

Thence South 07° 33' 34" East, for a distance of 32.13 feet to the South line of the Northwest quarter of the Southwest quarter of Section 1;

Thence North 89° 39' 07" West, along the South line of the Northwest quarter of the Southwest quarter of Section 1, for a distance of 607.00 feet to the **POINT OF BEGINNING**.



Perimeter - Quail Reserve 1 (AKS Job #3772)
Legal Description

June 7, 2018
Page 1 of 2

Contains approximately 7.38 acres.

SURVEYOR'S CERTIFICATE

I, Carl A. Beseda, hereby declare that the preceding Legal Description of the perimeter of this Plat to the best of my knowledge and belief, and that it was reviewed with the care of a prudent surveyor in this locality.

Carl A. Beseda



6/17/2018



Perimeter - Quail Reserve 1 (AKS job #3772)
Legal Description

June 7, 2018
Page 2 of 2

EXHIBIT B

PHASE 2 PROPERTY DESCRIPTION



AKS ENGINEERING & FORESTRY, LLC
9600 NE 126th Avenue, Suite 2520, Vancouver, WA 98682
P: (360) 882-0419 F: (360) 882-0426

OFFICES IN: VANCOUVER, WA - TUALATIN, OR - KEIZER, OR - BEND, OR

**PERIMETER LEGAL DESCRIPTION
FOR
QUAIL RESERVE 2**

Being a portion of the Northwest quarter of the Southwest quarter of Section 1, Township 3 North, Range 2 East, Willamette Meridian, City of Battle Ground, Clark County, described as follows:

COMMENCING at a ½" iron rod marking the Southwest corner of the Northwest quarter of the Southwest quarter of Section 1, as shown in Book 3 of Surveys, Page 82, Clark County Auditor's records:

Thence North 00° 05' 19" East, along the West line of the Northwest quarter of the Southwest quarter of Section 1, for a distance of 723.42 feet to a brass screw with washer marking the Northwest corner of Quail Reserve 1 recorded in Book 312 of Plats, Page 8 of Clark County Auditor's records;

Thence South 89° 38' 33" East, along the North line of Quail Reserve 1 (312-8), for a distance of 413.00 feet to the Northeast corner of said plat and to the **POINT OF BEGINNING**;

Thence following the Easterly line of said Quail Reserve 1 the following described courses:

Thence South 00° 05' 19" West, parallel with the West line of the Northwest quarter of the Southwest quarter of Section 1, for a distance of 324.00 feet;

Thence North 89° 39' 17" West, for a distance of 94.25 feet;

Thence South 00° 20' 43" West, for a distance of 46.00 feet;

Thence South 89° 39' 17" East, for a distance of 94.46 feet;

Thence South 00° 05' 19" West, for a distance of 98.74 feet;

Thence South 40° 13' 13" East, for a distance of 293.26 feet;

Thence South 07° 33' 34" East, for a distance of 32.13 feet to the South line of the Northwest quarter of the Southwest quarter of Section 1 also being the Southeast corner of Quail Reserve 1;



Thence South 89° 39' 07" East, along the South line of the Northwest quarter of the Southwest quarter of Section 1, for a distance of 430.41 feet to the Southeast corner of Massie Tract as described in Exhibit C per Clark County Auditor's File No. 5448091;

Thence along the East line of said Exhibit C per Clark County Auditor's File No. 5448091 the following described course's;

Thence North 14°20'22" East, for a distance of 300.00 feet;

Thence North 67°53'13" West, for a distance of 166.00 feet;

Thence North 00°05'19" East, for a distance of 344.00 feet to the Northeast corner of said Exhibit C;

Thence North 89°39'17" West, along the North line of Exhibit C, for a distance of 297.53 feet;

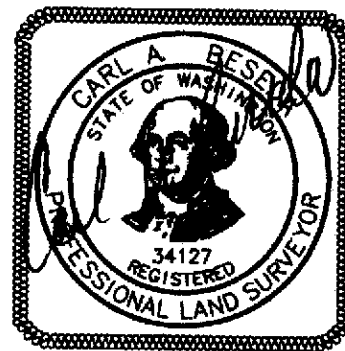
Thence North 00°26'42" East, for a distance of 26.67 feet;

Thence North 89°38'33" West, for a distance of 247.01 feet to the **POINT OF BEGINNING**.

Contains approximately 9.22 acres.

SURVEYOR'S CERTIFICATE:

I, Carl A. Beseda, hereby declare that the preceding Legal Description is the Legal Description of the perimeter of this Plat to the best of my knowledge and belief, and that it was reviewed with the care of a prudent surveyor in this locality.



10/10/2019

EXHIBIT C

**ELECTION AND CONSENT
TO JOIN THE QUAIL RESERVE SUBDIVISION
AND
BECOME A MEMBER OF THE QUAIL RESERVE HOMEOWNERS' ASSOCIATION**

Whereas, Curt Massie and Heidi Massie (collectively, the "Massies"), own certain real property located at 1301 SE 22nd Avenue, Battle Ground, WA, 98604 (the "Property");

Whereas, the Property is legally described as: #25 SEC 1 T3N R2EWM 0.39A (PEND 1548 PTN QUAIL RESERVE 2);

Whereas, the Property has also been identified as Lot 37 on the Plat of Quail Reserve 2 recorded in the plat records of Clark County, Washington, at the location and recording number indicated on the first page of this Declaration;

Whereas, the Massies are aware of and have been coordinating with the Declarant towards the establishment and development of Quail Reserve Phase 2, as described in this Amendment to the Declaration; and

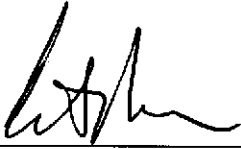
Whereas, the Massies have read and understood the Declaration, including the Amendment thereto;

NOW WHEREFORE, for good and valuable consideration, the sufficiency of which is hereby acknowledged, the Massies:

1. Represent and warrant that they have read and understand the Declaration, including the Amendment thereto; and they
2. Elect and consent to
 - 2.1. Join the Quail Reserve Subdivision;
 - 2.2. Subject the Property to the Declaration, including all amendments thereto; and
 - 2.3. Become a Member of the Quail Reserve Homeowners' Association;
3. Direct that the Declaration, including the Amendment and any subsequent amendments thereto, shall be recorded against the Property, acknowledging that such Declaration as amended from time to time shall encumber the Property and run with title to the Property

hereafter.

IN WITNESS WHEREOF, the undersigned have executed this instrument this 10th day of December, 2019, as the Owner of the Property described above.



Curt Massie



Heidi Massie

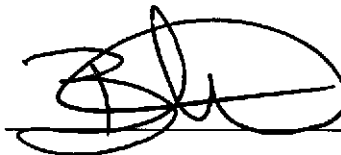
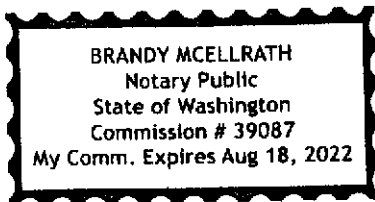
STATE OF WASHINGTON)

) ss.

County of Clark)

I certify that Curt Massie appeared personally before me and that I know or have satisfactory evidence that he signed this instrument and acknowledged it to be his free and voluntary act for the uses and purposes mentioned in the instrument.

DATED this 10th day of December, 2019.



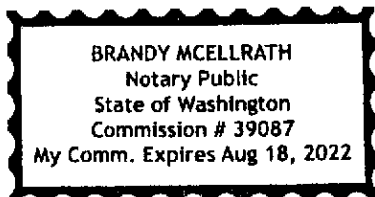
Notary Public for Washington

My commission expires: 06/19/22

STATE OF WASHINGTON)
) ss.
County of Clark)

I certify that Heidi Masse appeared personally before me and that I know or have satisfactory evidence that she signed this instrument and acknowledged it to be her free and voluntary act for the uses and purposes mentioned in the instrument.

DATED this 10 day of December, 2019.



Notary Public for Washington

My commission expires: 08/18/22

CERTIFICATE FOR PLATTING

This is to certify that in connection with the recordation of the Plat and Dedication of

QUAIL RESERVE 2

The following list comprises all necessary parties signatory thereto:

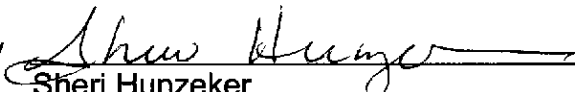
1. Quail Reserve LLC, a Washington limited liability company
2. Blakemore Holdings Inc., a Washington corporation
3. Curtis L. Massie and Heidi M Massie, husband and wife

The company further certifies that the taxes levied thereon have been fully paid up to and including the year 2020

This certificate does not purport to reflect a full report on conditions of title, nor nature and extent of interest vested in each of the parties enumerated above, and shall have no force and effect, except in fulfilling the purposes for which it was requested.

Dated this 26th day of January, 2020

WFG National Title Company of Clark County WA

by 
Sheri Hunzeker
Authorized Agent



ALISHIA TOPPER TREASURER

You can count on us. Since 1850.

www.clark.wa.gov/treasurer

1300 Franklin Street, 2nd floor
PO Box 5000
Vancouver, WA 98666-5000
564.397.2252

January 30, 2020

Regarding: Plat proof of taxes paid for Quail Reserve II

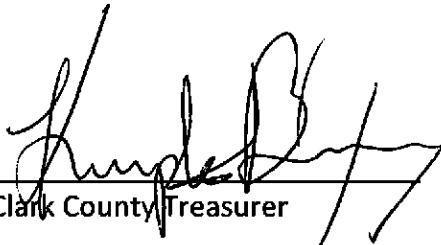
This is to certify that the 2020 real property taxes in the amount of \$3084.13 are paid in full. The Clark County Treasurer further certifies all prior taxes and assessments have been paid in full on the parcel described herein:

Property account number:
191964000

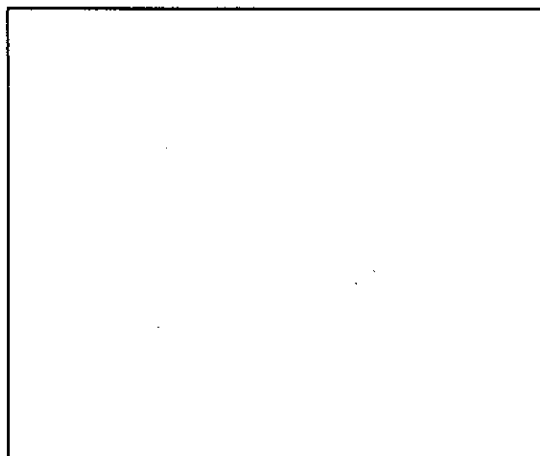
Abbreviated legal description:
#73 SEC 1 T3N R2EWM 8.83A (PEND 1548 PTN QUAIL RESERVE 2)

Payer's information
Quail Reserve LLC
4501 NE Minnehaha
Vancouver, WA 98661

Receipt number:
3948004


Clark County Treasurer


Dated



Clark County Treasurer seal



ALISHIA TOPPER TREASURER

You can count on us. Since 1850.

www.clark.wa.gov/treasurer

1300 Franklin Street, 2nd floor
PO Box 5000
Vancouver, WA 98666-5000
564.397.2252

January 30, 2020

Regarding: Plat proof of taxes paid for Quail Reserve II

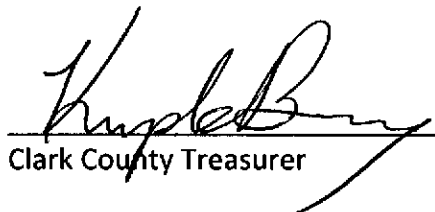
This is to certify that the 2020 real property taxes in the amount of **\$\$4,497.80** are paid in full. The Clark County Treasurer further certifies all prior taxes and assessments have been paid in full on the parcel described herein:

Property account number:
191916000

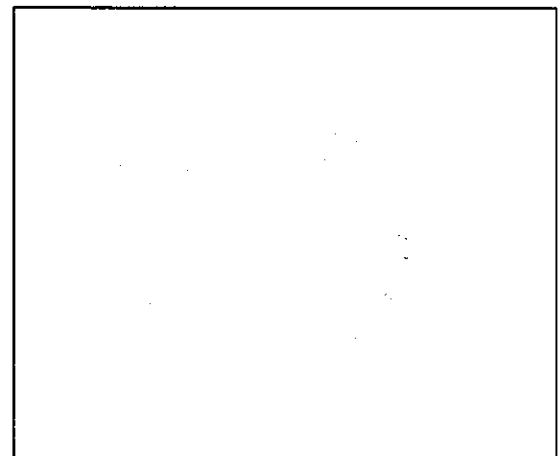
Abbreviated legal description:
#25 SEC 1 T3N R2EWM 0.39A (PEND 1548 PTN QUAIL RESERVE 2)

Payer's information
Curt and Heidi Massie
1301 SE 22nd Ave
Battle Ground, WA 98604

Receipt number:
3948214


Clark County Treasurer

1/30/2020
Dated



Clark County Treasurer seal