

Recording Requested By And  
When Recorded Mail To:

Columbia View Group LLC  
6400 NE Hwy 99 #G169  
Vancouver, WA 98665

**DECLARATION OF PROTECTIVE COVENANTS, CONDITIONS  
RESTRICTIONS AND EASEMENTS FOR  
MOUNT VISTA LEGACY HOA**

THIS DECLARATION is made this \_\_\_\_\_ day of \_\_\_\_\_, 2020, by Columbia View Group LLC a Washington Limited Liability Company; hereinafter collectively "Declarant".

**WITNESSETH:**

WHEREAS, Declarant is the owner of certain property in the County of Clark, State of Washington, which is legally described in Addendum A, which is attached hereto and incorporated herein by this reference for all purposes;

NOW, THEREFORE, Declarant hereby declares that all of the properties described above shall be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with, the real property and be binding on all parties having any right, title or interest in the described properties or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof. This Declaration is recorded in connection with the platting of the Properties and the creation of private roads to serve the lots and Common Area, as hereinafter defined. A further purpose of this Declaration shall be to provide adequate funds for the repair and maintenance of the private roads and other Common Areas, and improvements thereon, for the continued use and benefit of the lot owners thereof. This Declaration touches and concerns the land and shall run with the land for as long as private roads and other Common Areas and improvements exist to serve one or more of the lots in the Properties.

## ARTICLE I

### DEFINITIONS

Section 1. "Association" shall mean and refer to the corporate entity to be formed to serve as the Owners Association (Mount Vista Legacy HOA), its successors, and assigns.

Section 2. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot which is a part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation. The term "owner" shall include any person holding any beneficial interest in a lot in the Properties or any plat thereof whether by deed, real estate contract or other instrument evidencing the ownership of the lot or portion of the lot.

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

Section 4. "Plat" shall mean the Final Plat of Legacy Mt Vista, which was recorded with the Clark County Auditor September 19<sup>th</sup> 2019, under Auditor's document recording number 5650228, which is recorded in Book 312, Page 58, records of Clark County, Washington.

Section 5. "Common Area" shall mean all real property (including the improvements thereto) and easement rights owned by the Association for the common use and enjoyment of the owners. Including but not limited to any and all Private Storm Sewer Easement(s), Private Utility and Sidewalk Easement(s), Access and Inspection Easement(s), Access and Utility Easement(s), Private Road and Utility Easement(s), Private Utility Easement(s), 20-foot to 30-foot wide Road and Utility Easement(s), Private Storm Sewer Easement(s), Wetland Buffer(s), Pedestrian Path Easement(s); all of which are as shown and described on the recorded final Plat of Legacy Mt Vista; and any Monument Easement provided for by Declarant.

Section 5. "Lot" shall mean and refer to any subdivision lot shown upon any recorded subdivision map of the Properties, records of Clark County, Washington. Any tract, parcel, or area not containing a lot number shall not be considered a Lot. The definition of "Lot" shall be the same if it is spelled "lot".

Section 6. "Principal Declarant" shall mean and refer exclusively to Columbia View Group LLC a Washington Limited Liability Company (and/or as assigned by Principal Declarant). It shall also refer to each of the Entity's successors and assigns who acquires 50% or more of the right, title and interest owned or enjoyed by any such Entity in Legacy Mt

Vista at the time of the recording of this declaration, by a single conveyance for the purpose of the development of dwelling units thereon. It shall also include the successors and assigns of such successors and assigns of the same interest who acquire lots for the purpose of development of dwelling units thereon.

Section 7. CC&R's. The term "CC&R's", as used herein, shall refer to this DECLARATION OF PROTECTIVE COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR MOUNT VISTA LEGACY HOA herein, including any subsequent amendment thereto that is recorded after the date of the recording of these CC&R's.

## ARTICLE II PROPERTY RIGHTS

Section 1. In General. Except as hereinafter provided, every owner shall have the right of peaceful and exclusive possession of its lot and all appurtenances. The Association, however, shall have the right to establish and promulgate all reasonable rules, regulations and programs relating to the use of the driveways and parking areas; the care and use of the trail and wetland, tract, and facilities; the care and landscaping of the yard areas; and Common Areas.

Section 2. Owners' Easements of Enjoyment. Every owner shall have a right and easement of enjoyment in and to any Common Area, which shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

(a) The owner shall have no greater rights in Common Areas than those enjoyed by the Association, which such rights shall be exercised exclusively through the Association so long as there is an Association, except as hereinafter provided in section 2(b).

(b) The Association shall have the right to dedicate or transfer all or any part of any Common Area to any private party, public agency, authority or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument agreeing to such dedication or transfer signed by two-thirds (2/3) of each class of members has been recorded.

Section 3. Delegation of Use. Any owner may delegate, in accordance with the By-Laws, his right of enjoyment of the Common Area and facilities to the members of his family, his tenants or contract purchasers who reside on the property.

Section 4. Conveyance of Common Areas. (a) Subject to the provisions of this Declaration, and subject to the described reservation, Declarant dedicates to the Association:

(1) All right, title and interest in the Tract “A”, as shown in the Plat, is hereby conveyed to the Principle Declarant;

(2) Two private road and utility easements identified as NE 22<sup>nd</sup> Court, and NE 23<sup>rd</sup> Court as shown in the Plat;

(3) All easements and ways to HOA as shown in the Plat, including but not limited to any and all Private Storm Sewer Easement(s), Private Utility and Sidewalk Easement(s), Access and Inspection Easement(s), Access and Utility Easement(s), Private Road and Utility Easement(s), Private Utility Easement(s) Private Storm Sewer Easement(s), Wetland Buffer(s), Pedestrian Path Easement(s); and

(4) Principal Declarant reserves unto itself the following:

- (i) Tract “A” Tract “B” Tract “C” all of which are as shown and described on the recorded final Plat of Legacy Mt Vista
- (ii) These reservations of easements shall be for the purpose of Principal Declarant’s installation of underground Utilities, Access, storm water facilities, or other purposes to be decided at the discretion of the Principal Declarant.

(b) All easements dedicated to the Association are for installation, use, maintenance and repair for the purpose that is indicated on the Plat for any particular easement, including any purpose that could be fairly implied from the purpose shown on the Plat, or for the purpose stated in Article II, Section 4, (a)(4) with respect to the monument easement. In the exercise of easement rights, any person engaged in installation, maintenance and/or repair, or causing such installation, maintenance and/or repair, shall immediately thereafter restore any land disturbed to the condition that the land was in prior to any such installation, maintenance and/or repair, as nearly as practicable given the nature of the installation, maintenance and/or repair. All installation, maintenance and/or repair shall be in accordance with any applicable conditions of any governing land use approval by Clark County.

(c) The maintenance and repair, and compliance with conditions of land use approval, with respect to any Common Area, shall be the right and responsibility of the Association. All Common Area shall be properly maintained by the Association as provided herein.

(d) Access to all Common Area shall be by and through the Association, and not by an individual lot owner except when duly authorized to act on behalf of the Association, or in accordance with its rules, regulations or authorizations. No individual lot owner shall access

or use any easement unless the easement burdens such owner's lot, or unless allowed by the rules, regulations, or authorizations of the Association. An individual owner shall have unfettered access to Common Area easements to the extent to which such easement burdens such owner's Lot, provided that the owner's access does not impair, or interfere with exercise of, the easements rights of the holder of the easement. All maintenance responsibilities of the Association shall be performed by and through, or with the authorization of, the Association for the benefit of the owners.

(e) For any maintenance or access necessary to be conducted within an easement by an Association contractor or any other party, including other contractors, the contractor shall be obligated to first contact and obtain permission to proceed from the affected easement lot owner. The contractor shall take dated photos prior to disturbance and after repair of the entire area to be disturbed. Any disturbed area shall be repaired to equal or better condition that prior to disturbance by the contractor including backfilling, compaction, landscaping, surfacing, or other impacts within a timely manner and with professional workmanship.

Section 5. Principal Declarant's Easement in Common Areas. Subject to the provisions of this Declaration, Principal Declarant reserves unto itself and dedicates to the Association an easement in and to all Common Area for the purpose of the installation or maintenance of the Commons Area(s) and its improvements, or to perform conditions required by any land use approval, which easement shall be appurtenant to and pass with the title to every Lot.

### ARTICLE III MEMBERSHIP AND VOTING RIGHTS

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

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

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

Class B. The Class B member(s) shall be the Principal Declarant, who shall be entitled to twelve (12) votes for each Lot owned by Principal Declarant. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:

- (a) on the sixth monthly anniversary date after the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership, or
- (b) on June 1<sup>st</sup>, 2026

ARTICLE IV  
COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. The Declarant, for each Lot owned within the Properties, hereby covenants, and each Owner of any Lot by acceptance of a deed, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) annual assessments or charges, and (2) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, costs and reasonable attorney's fees shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety and welfare of the residents in the Properties, for the improvement and maintenance of the Common Area(s); and for the maintenance of all Common Area and improvements.

Section 3. Maximum Annual Assessment. Date of Commencement of Annual Assessments: Due Dates. The annual assessments provided for herein shall commence as to all Lots on the later of the foregoing: (1) on the first day of the month following the conveyance of the any Common Area; or (2) January 2021 or (3) as to Lots, on the date on which a building permit is issued for the Lot. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year except that all annual assessments shall be for. The Board of Directors shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors. The Association shall,

upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid. A properly executed certificate of the Association as to the status of assessments on a lot is binding upon the Association as of the date of its issuance. Further:

(a) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased each year not more than ten per cent (10%) above the maximum assessment for the previous year without a vote of the membership.

(b) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased above ten per cent (10%) by a vote of one-half of each class of members who are voting in person or by proxy, at a meeting duly called for this purpose.

(c) Dues will increase by \$5 every second year starting in year 2024 for phase 1 by \$10 every second year starting in year 2024 for phase 2. (dues to increase 2024, 2026, 2028, and 2030). Increases shall not exceed \$170 in phase 1 and \$290 in phase 2. Increases in excess of this amount shall not occur without a vote of one-half of each class of members who are voting in person or by proxy, at a meeting duly called for this purpose.

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

Section 4. Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon any Common Area(s), including fixtures and personal property related thereto, provided that any such assessment shall have the assent of one-half (1/2) of the votes of each class of members who are voting in person or by proxy at a meeting duly called for this purpose.

Section 5. Notice and Quorum for Any Action Authorized Under Sections 3 and 4. Written notice of any meeting called for the purpose of taking any action authorized under Section 3 or 4 shall be sent to all members not less than fifteen (15) days nor more than sixty (60) days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast sixty per cent (60%) of all the votes of each class of membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the

preceding meeting. At the discretion of the Directors and/or Officers, written notice may be given either via mail or by other acceptable equivalent electronic means as allowable by law. At the discretion of the Directors and/or Officers, meetings may be conducted either via in person or by other acceptable equivalent telephonic or video conferencing, or other electronic means as allowable by law.

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

Section 7. Annual Assessments and Maintenance Fund.

(a) It shall be the policy of the Association to establish and maintain an account with a banking institution for the deposit of sufficient funds for the maintenance obligations of the Association.

(b) For the purpose of establishing the fund initially, each lot shall be assessed at the rate of **\$120** per year for smaller 2000 sf townhouse Lots 1A, 2A, 3A, 4A, 5A, 6A, 7A and 8A in Phase 1 and **\$240** per year for 7500 sf Lots 1, 2, 3, 4, 5, 6, and 7 in Phase 2; as provided in Section 3 of this Article IV. The assessment year shall be from January 1. The annual assessment shall be prorated for the balance of the assessment year.

Section 8. Effect of Nonpayment of Assessments: Remedies of the Association. Any assessment for a year not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of twelve per cent (12%) per annum and incur a late fee of fifty dollars (\$50) if the Association gives prior written notice to the Owner by regular postal service at the Owner's last known address, or the address shown in the records of the Clark County Assessor for tax purposes. Any late periodic monthly or quarterly payment of assessment shall bear interest from the due date at the rate of twelve per cent (12%) per annum and incur a late fee of ten dollars (\$10) without any prior notice. The Association may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien against the property. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Maintenance Areas or any Common Area or abandonment of his Lot.

Section 9. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof shall extinguish the lien of such assessments as to payments, which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.



Section 10. Exemption for Certain Lots. Only Lots 1A through 8A in Phase 1 and Lots 1 through 7 in Phase of the Plat shall initially be subject to the requirement to pay annual maintenance assessments. Additional Lots or Common Areas shall be exempt from the requirement of paying assessments and shall be relieved of the rights and responsibilities of these CC&R's, provided however, that upon the creation of additional lots, parcels or divisions, as shown on the Plat, or use the Common Area, the new owners of such lots, parcels or divisions shall be required to pay all assessments then being assessed by the Association prorated to the date of ownership, at which time such lot shall also be subject to the rights and responsibilities of these CC&R's.

Section 11: Insurance. No person other than the Owner of a Lot, or the mortgagee where permitted by the mortgage, shall have the right to place hazard or liability insurance for that lot.

Section 12. Reimbursement of Principal Declarant. (RESERVED) The Association shall reimburse the Principal Declarant the sum of \$0.00, which shall be paid by the Association at the rate of \$0.00 per year for five years, with the first payment due on June 1<sup>st</sup> 2024, to reimburse a portion of the cost of the gate, entry, monument, and entry fencing. Each successive payment shall be made on March 1 of each subsequent year until paid in full.

Section 13. Exterior Maintenance. In the event an Owner of any Lot in the properties shall fail to maintain the premises and the improvements situated thereon in a manner satisfactory to the Board of Directors, the Association, after approval by two-thirds (2/3) vote of the Board of Directors, shall have the right, through its agents and employees, to enter upon said parcel and to repair, maintain and restore the lot and the exterior of the buildings and any other improvements erected thereon. The cost of such exterior maintenance shall be added to and become part of the assessment to which such lot is subject.

## ARTICLE V ARCHITECTURAL CONTROL

Section 1. (a) Except as provided in (b), no structures shall be erected or permitted to remain on any Lot, or any tract within the Properties, except those structures for which there has been architectural approval as provided herein; no landscaping or vegetation shall be installed or permitted to remain on any Lot, or any tract within the Properties, except those for which the type and landscaping has received architectural approval as provided herein; and,

no color shall be erected, applied or permitted to remain on any structure on any Lot, or any tract within the Properties, except those colors for which there has been architectural approval as provided herein. Thereafter, no color, building, fence, wall or other structure shall be commenced, erected or maintained upon the Property, nor shall any exterior addition to or change or alteration therein be made until a complete set of plans and specifications showing the nature, kind, shape, height, materials, color and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Board of Directors of the Association, or by an architectural review committee (ARC) composed of three (3) or more representatives appointed by the Board, and any required municipal review and approval. In the event said Board, or its designated committee, fails to approve or disapprove such design and location within thirty (30) days after a complete set of plans and specifications have been submitted to it, approval will not be required and this section will be deemed to have been fully complied with if the design, color, location and other requirements of these CC&R's and municipal requirements comply with this Declaration in all other respects. The exterior of each building, and the exterior of all other painted structures attached to such building, shall be painted in accordance with a color scheme common to the entire building; the exterior of each attached structure of any type shall be painted the same color(s), except for a fence constituting a perimeter fence along the exterior boundaries of the Properties or plat, which shall be painted the same color along each boundary.

(b) No approval for the currently existing structures or landscaping Lots Existing Prior Legacy MT Vista Recorded Plat shall be required except with respect to any such lot that becomes subject to and liable for assessments.

(c) Except as provided in (b) hereof, every landscape plan shall include a plan for irrigation by automatic sprinkler or drip of all vegetation on a lot or a minimal water or xeriscaping (no water required at all). All vegetation on lots shall be irrigated sufficiently to keep it healthy, and so that it does not dry out.

Section 2. The purpose of architectural review shall be insure that all structures and landscaping are constructed or installed, and maintained, to a quality commensurate with and characteristic of other lots and structures in the subdivision, and in accordance with standards established by these CC&R's, or such other standards are adopted by Architectural Review Committee or the Association Board after notice to lot owners given in the same manner as a special meeting of the members of the Association. In construing the authority of the Architectural Review Committee and the Association Board with respect to architectural review, or in construing the application and effect of rules or standards adopted and pertaining to architectural review, rules and standards shall neither be strictly construed in favor of the lot owner against whom a rule or standard is sought to be applied or enforced, nor liberally construed in favor of the review authority or the rule or standard or its purpose.

Section 3. The Architectural Committee or the Association shall not be responsible for any structural defects in any plans or specifications or in any building or structure erected

according to such plans and specifications. The Architectural Committee or the Association shall not have any duty to any individual or Owner with respect to any review conducted by it and shall not have any liability to any Owner or resident of a Lot on the account of plan approved or not reviewed.

Section 4. The Architectural Committee shall be initially composed of three persons designated by the Principal Declarant. At such time as Class B membership terminates the Architectural Committee shall be appointed by the Board of Directors of the Association. In the absence of such appointment, the Board of Directors of the Association shall be the Architectural Review Committee. Two-thirds of the Architectural Committee shall constitute a quorum thereof. The approval of the committee will not be unreasonably withheld, but its approval will be granted when it is convinced that the proposed construction or landscaping and vegetation complies fully with these Restrictions; the land use approval conditions imposed upon the Properties; and will be compatible with the general architectural tone of the development.

Section 5: The construction of any dwelling or structure shall be completed, including exterior decoration, color, landscaping, and vegetation, within one year from the date of the start of such construction, and shall be completed prior to occupancy. No outbuilding or other incidental structure shall be offensive in character or construction and shall reasonably conform in design, color, and decoration with the main structure.

## ARTICLE VI DESIGN GUIDELINES

ARTICLE VI and The following shall apply to Lots 1-7 located in Phase 2 ONLY.

Section 1-Building Size: Except as otherwise provided in this section, living units shall be no higher than three (3) stories above finished grade level with a maximum thirty-five-foot (35 feet) ridgeline above the highest finished grade at the Living Unit foundation. Minimum square footage of heated living area for a single family detached Living Unit excluding garage, enclosed patios or decks, attics and unheated storage area shall be as follows: On all lots (a) one story; 1,600 square feet; (b) multi-level; 1,800 square feet with all levels exclusive of garage area, unfinished basements and open or screened porches.

For a Living Unit built in a daylight basement or split entry configuration, the two-story requirement will be maintained.

Section 2-Repetition of Living Unit Design: The exterior design of a Living Unit floor plan cannot be repeated any more than two (2) times within Legacy Mt Vista. The same exterior design of a Living Unit floor plan cannot be located on adjacent lots. However, the second use of the same design shall include, but does not need to be limited to: different roof

configuration, siding, window location, window sizes, garage door, masonry type and location, and front entrance.

Section 3-Exterior Colors: Semi-transparent or solid paints or stains in moderate hues only are acceptable and must be approved by the Architectural Control Committee. The color combination for the body and trim of a Living Unit may not be repeated by any other adjacent Living Unit within three (3) lots (excluding street).

Section 4-Roofs: Roofing materials must be of shake, concrete tile, or thirty (30) minimum year manufacturer warranted asphalt architectural composition only high profile (DuraRidge or RidgeGlass or better) on all hip or ridgelines of composition roofs. A minimum six in twelve pitch shall be maintained on all roofs including deck or patio covers and accessory structures. Three (3)-tab roofing will not be allowed. All the roof materials and roof colors must be of a moderate hue as approved by the Architectural Control Committee.

Section 5-Garages: Each single-family detached Living Unit (Phase 2) shall include a garage designed to enclose a minimum of two (2) and a maximum of four (4) vehicles; the structure shall interrelate to others on the Lot in respect to character, material and finishes. Each single family attached Living Unit shall include a garage designed to enclose a minimum of one (1) and a maximum of two (2) vehicles; Carports will not be permitted, and unattached garages will be judged on their merit.

Section 6-Curb Cuts: All curb and pavement cuts must be professionally sawn or ground down without removal of the curb. Any damage to the street from a driveway curb cut, concrete spalling, or settlement, shall be the builder/lot owner's responsibility to repair for a period of not less than six years from a cut. All curb cuts shall equal existing curbs in appearance, texture, concrete strength, and sub-grade compaction.

Section 7-Fences: Any departure from these fencing requirements must be approved by the architectural control committee prior to any installation. Cyclone type fencing will not be permitted on any lot except as sections adjacent to the public park, however, this shall exclude cyclone type fencing used for containment of a pet as long as the cyclone fence is not on a property line of the lot and is fully screened from view of adjacent lots and the street. No fence shall be situated forward of the front yard set-back line as determined by the then current applicable municipal set-back regulations, except that a privacy entry court screening may extend into the setback area a minimum distance of three (3) feet from the set-back line. A fence and entry gate around portions of the subdivision exterior not on a Lot boundary may be implemented as a cost to be funded by the HOA.

All perimeter or boundary fences shall be a solid panel, good-neighbor type fence. All fences shall not exceed six (6) feet in height (except for decorative cap on top of post) and

shall be constructed of high-quality pressure treated cedar wood and cedar fences that shall be pre-stained or painted to match. Decorative post caps are preferred on at least all corner posts for fences of any material. Fences shall be approved by appropriate HOA authority prior to installation. Fences are to be maintained including painting or staining every 3-5 years or as needed.

Section 8-Decks: All porch and deck additions, if approved, shall have an appearance consistent with the exterior of the Living Unit. The posts and supports of decks that are more than eighteen (18) inches off the ground must be screened from view with materials compatible with either the deck or landscaping. A deck plan must be submitted for consideration on 2-story and daylight basement home decks, which only be expressly approved through architectural review on a case-by-case basis.

Section 9-Exterior Walls: All elevations of each Living Unit shall be of cedar, redwood, Hardi-plank or other approved wood in a tongue and groove, lap siding, or board and batten pattern, shakes or shingles, or of a masonry veneer, or such other equivalent or substitute material as shall be expressly approved through architectural review. All Living Units on all lots are required to have a minimum of 100 square feet of masonry veneer on the front elevation, or such other equivalent or substitute material as shall be expressly approved through architectural review. Other siding materials will be judged on their merit after review of samples. Side and rear elevations shall be of the same or compatible materials as front elevations. T-111 or similar siding is not allowed.

Hardi-plank lap siding shall be limited to Select Cedarmill or Smooth with a maximum exposure of 7 inches. Beaded Cedarmill or Colonial Roughshawn or Colonial Smooth or other exposure widths may be considered if a sample of the detailed finished home siding plan is accepted by the Architectural Control Committee. All Hardi- siding and products used for corners, columns, windows, rakes and friezes shall be Harditrim® planks that are pre-primed with PrimePlus® sealer and primer or equivalent of equal or greater quality.

These are the products or approved equivalents, are available in the Clark County area.

**Hardiplank® lap siding**  
Select Cedarmill©

Thickness: 5/16"

Weight: 2.3  
lbs./sq. ft.



Length: 12'  
planks  
Widths: 6.25" (5"  
exposure)  
8.25" (7"  
exposure)

Hardiplank® lap siding offers enormous advantages over conventional lap siding, combining strength and durability with beauty and charm of wood.

**Harditrim® XLD®**  
**boards**  
Smooth



Thickness: 5/4 (1"  
actual)  
Weight: 4.45  
lbs./sq. ft.  
Length: 10'  
planks  
Widths: 4", 6",  
8", 12"

With Harditrim® XLD® boards, you get superior weatherability and durability to reduce the problems associated with wood trim.

**Hardisoffit® panels**

Non-vented – Select  
Cedarmill

Thickness: 1/4”

Weight: 1.9  
lbs./sq. ft.

Sizes: 12” x 12’



Color Shown: Arctic White



Color Shown: Arctic White

Vented – Select  
Cedarmill

Thickness: 1/4”

Weight: 1.8  
lbs./sq. ft.

Sizes: 16” x 12’

Hardisoffit® panels are pre-cut and eliminate the need for separate box or strip vents.

Section 10-Service Areas: Storage or accessory buildings (such as dog houses, tool sheds, firewood, garbage, barbeque type buildings or enclosures), non-portable or affixed outdoor furniture such as swings, back stops, picnic tables, barbeques, basketball hoops, arbors, jungle gyms, hot tubs, and tree houses, etc., shall be reasonably screened from public and neighboring view. Storage or accessory structures shall be constructed of the same siding and materials and be of the same design as the Living Unit. Above ground pools are prohibited.

Section 11-Landscaping requirements: The front yard landscaping of each Lot and the side yard landscaping of each corner Lot must be completed within three (3) months from the date of completion of the Living Unit constructed thereon or prior to occupancy, whichever event shall first occur. All County-required landscaping shall be installed prior to issuance of an occupancy permit. In the event of undue hardship due to weather conditions, this provision may be extended upon written request to the Architectural Control Committee. All rear yard landscaping must be completed within six (6) months from the date of occupancy of the Living Unit.

All front and rear yard areas shall be planted with any of the following: trees and shrubs, ground cover, conifer trees, deciduous shrubs and trees and lawn areas. Every Lot must contain a minimum of three new or existing (3) trees with a base height of not less than six (6) feet. Each lot shall also plant a minimum of one street tree for every 30 feet of lot street frontage (Street trees shall comply with the City of Vancouver’s street tree

requirements). All other yard areas at a minimum shall be covered with bark mulch, river rock, or similar material all underlain with a weed barrier material.

Mounding of planting beds and lawn areas will be permitted if graded to blend with adjacent property and/or landscaping. Extensive areas of sparsely planted shrub beds covered with bark dust or similar materials will not be permitted. Special care shall be taken to ensure proper surface drainage to eliminate casual water pockets, so as not to infringe on neighboring property. All roof drainage downspouts and rear and front lot area drains shall be directly connected to the individual lot drainage system. Roof downspout splash blocks are not allowed, except as allowed on the Roof Drainage Plan approved by the County, or adjacent to any wetland buffers if applicable. Foundation drains shall be constructed in accordance with local building code. Roof downspouts shall comply with revised approved As-Built Legacy Mt Vista stormwater plans.

Owners are required to give these requirements to their landscape designer, architect, and/or contractor prior to implementation of the work to facilitate and insure compliance and that the Lot is landscaped in a manner that is harmonious and compatible with the overall landscaping policy as noted herein.

Each Owner shall maintain the landscaping and yard area in an attractive appearance and free from insects and diseases. Each Owner shall provide for timely replacement of lost plant life and bark dust, and trimming and pruning of plant material to prevent an overgrown look. Hedges must be kept trimmed and neat and not exceed six (6) feet in height.

Section 12-Mailboxes: *N/A: Reserved (The Declarant reserves the right to install masonry mailboxes at the cost of the Lot Owners, which such cost the Declarant reserves the right to require the Lot Owners to pay at the time of Lot closing or thereafter. After masonry mailboxes are constructed, they shall be maintained in good condition at the expense of the Lot Owners.)*

Section 13-Builders: No dwelling on a Lot shall be constructed except by a builder licensed as a general building contractor by the State of Washington, who performs his services under a general contractor's bond as required by the State. No unlicensed or unbonded person shall be responsible for the actual construction of a dwelling, and it shall not be an exception to the licensed, bonded, builder requirement that the Owner is doing the work or is responsible for the construction of the dwelling. Proof of license shall be provided to the Architectural Control Committee with the building plans.

Section 14-Climate Control: Placement of heat pump and condenser units shall provide visual screening and noise accentuation to the neighboring Living Units and common areas. Use of solar heating systems is acceptable providing that the panels or collectors are



integrated into the structure with regard to the overall appearance and design. Window mounted, through the wall, or roof mounted mechanical units are not allowed.

Section 15-House Numbers: House numbers must be clearly readable from the street, not so large as to be out of proportion to the structure and compatible with the overall design of the structure.

Section 16-Exterior Lighting: Type and placement of exterior lighting devices must be approved by the Architectural Control Committee. The concern is to eliminate glare and annoyance to adjacent property Owners and passersby.

Section 17-Tree Removal: No trees of twelve (12) inches diameter or more shall be removed from a Lot without prior written approval of the Architectural Control Committee. Removed trees shall be replaced as necessary to meet minimum lot tree landscaping requirements.

Section 18-Deck and Patio Covers: All covers for decks and patios must be of complimentary design and be constructed of the same materials as Living Units. Design incorporating solid roofing must have a minimum roof pitch of four in twelve. Covers of metal and plastic sheathing are prohibited.

Section 19-Windows: Windows shall be of a design and color complementary to the exterior of the Living Unit. Window frames of mill-finished aluminum will not be allowed.

Section 20-Building Location: No building shall be located on any lot with respect to set-back from front, side and rear lot lines, except in conformity with the planning regulations and requirements of the municipal government having jurisdiction within the area in which this subdivision is located.

Section 21-Completion: Construction of any dwelling shall be completed including exterior decoration within twelve months from date of start of construction. All lots shall subsequent to purchase from the developers and prior to the construction of improvements thereon be kept in a neat and orderly condition and free of brush, vines, weeds and the grass thereon cut or mowed at sufficient intervals to prevent creation of a nuisance or fire hazard.

Section 22-Easements: Easements for the installation of utilities and drainage facilities are reserved as shown on the official plat recorded herewith. The area included in said easements shall be maintained by the lot owner of the lot burdened by the easement in as attractive and well-kept condition as the remainder of the lot. Permanent structures may not be constructed within the easements.

Section 23-Tree Preservation: Existing Oregon White Oak Trees as identified in the Legacy Mt Vista Habitat Covenant on the Recorded Final Plat are to be maintained at all times and must be maintained in compliance with Clark County requirements. All future lot owners shall follow the guidelines of the recorded habitat covenant and Clark County regulations. HOA is not responsible for the cost of maintenance of these trees. HOA is not responsible for property damage related to Oregon White Oaks but shall be the responsibly of any adjacent lot owner.

## ARTICLE VII AUTHORITY AND DUTY OF THE ASSOCIATION

The Association, acting through its Board of Directors, shall have the authority and the duty to:

- (a) Cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the members at the annual meeting of the members, or at any special meeting when such statement is requested in writing by one-fourth of the members;
- (b) Supervise all officers, agents and employees of this Association, and to see that their duties are properly performed;
- (c) As more fully provided herein, to
  - (1) fix the amount of the annual assessment against each lot at least thirty (30) days in advance of each annual assessment period; and
  - (2) send written notice of each assessment to every owner subject thereto at least thirty (30) days in advance of each annual assessment period; and
  - (3) foreclose the lien against any property for which assessments are not paid within thirty (30) days after due date or to bring an action at law against the owner personally obligated to pay the same.
- (d) Procure and maintain adequate liability and hazard insurance on property owned by the Association;
- (e) Cause all officers or employees having fiscal responsibilities to be bonded, as it may deem appropriate;
- (f) Cause or require that all yard areas, structures, roads, and Common Areas to be maintained in a good, first-class condition; [The duties owed in this subsection (f) shall not be owed to any Owner or other person, except the Association; and no individual officer shall

have any liability to any individual Owner or other person, other than the Association, for the breach of a duty in connection therewith.]

(g) Require the signature of all checks, drafts, or account withdrawals, that exceed \$500, by two Board members.

## ARTICLE VIII. USE RESTRICTIONS

Section 1. Vacant Lots: All vacant lots and lots with partially constructed improvements shall be kept clear of any construction debris and weeds. Grass and other vegetation (except trees) shall be kept mowed and not allowed to grow to a height of more than six (6) inches. Erosion control is the entire responsibility of the builder and/or Lot Owner during construction.

Section 2. Residential use. Lots shall only be used for residential purposes. Except with the consent of the Association, no trade, craft, business, profession, commercial or similar activity of any kind shall be conducted on any Lot, nor shall any goods, equipment, vehicles, materials or supplies used in connection with any trade, service, or business be kept or stored on any Lot. Nothing in this paragraph shall be deemed to prohibit (a) activities relating to the rental or sale of Property, (b) the right of Principal Declarant or any contractor or homebuilder to construct improvements on any Lot, to store construction materials and equipment on such Lots in the normal course of construction, and to use any Lot as a sales or rental office or model or apartment for the purposes of sale or rental, and (c) the right of the Owner of property to use the residence as a home office, including without limitation, to maintain his professional personal business or professional telephone calls or confer with business or professional associates, clients or customers; provided, however, that the residence is not generally open to the public and is limited to occasional by-appointment-only customer, client or trade visitor visitation. The Association shall not approve commercial activities otherwise prohibited by this paragraph unless the Association determines that only normal residential activities would be observable outside of the residence and that the activities would not be in violation of applicable County of Clark ordinances.

Section 3. Offensive or Unlawful Activities. No noxious or offensive activities shall be carried on upon any Lot or Property, nor shall anything be done or placed on any Lot or Properties which interferes with or jeopardizes the enjoyment of other Lots or Properties, or which is a source of annoyance to residents. No unlawful use shall be made of a Lot or Property nor any part thereof, and all valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction thereof shall be observed.

Section 4. Woodburning Stoves & Fireworks. The use of stoves for the burning of wood and similar materials is forbidden within dwelling units. There shall be no open fire or open flame allowed anywhere within the Properties for any purpose. Due to safety concerns, there shall be no use or ignition of firecrackers or fireworks of any kind, legal or illegal, anywhere within the Development except on July 4 between the hours of 2 pm to 11 pm.

Section 5. Erosion. (a) No Owner or resident of a lot or parcel shall allow any condition to arise or continue that causes soil erosion. If soil erosion caused by a condition on or occurring on a Lot, is present at any time, it shall be the responsibility of the Owner of the Lot to immediately correct the condition and stop the erosion. No Owner shall denude a lot or portion thereof in such a fashion that it causes erosion to occur, except during construction, in which later event, the conditions of this section shall be observed. All bare dirt shall be covered with straw, visqueen, or a similar substance that is designed to prevent rainwater from eroding bare soil. Erosion control fences, catch-basin bags and other measures required by County of Clark's erosion control ordinance, and the drainage and erosion control plans approved for the land use approval governing the Properties shall be employed for all construction activities. In the absence of an approved County of Clark erosion control ordinance, the erosion control ordinances adopted by Clark County are incorporated herein by reference and shall govern erosion control as though adopted as a rule of the Association. This section shall create duties as between individual Owners, which shall also be owed to the Association.

(b) Any required local, state, or NPDES erosion or storm water control permit compliance shall be the responsibility of each Lot owner with respect to such Lot owner's Lot. The Association shall be responsible for any required local, state, or NPDES erosion or storm water control permit compliance for any Common Area; provided that any Owner shall be responsible for any required local, state, or NPDES erosion or storm water control permit compliance in Common Area with respect to the Owner's activities on the Owner's Lot that affect a Common Area. Each lot owner of the Association is responsible for any permit fees (if any), permit transfer costs (if any), penalties, compliance, erosion control design, installation, and maintenance. If the common storm facility is damaged, the Owner or party causing the damage is liable for the full cost to clean and/or repair the impacted storm system components. Owners are responsible for their employees, agents or independent contractors with respect to any such compliance.

Section 6. Commercial Vehicles. No vehicles used in the conduct of a trade or business that is identified as used in connection with a trade or business shall be parked anywhere within the Properties or the public or private streets or easements within the Properties, except entirely within a fully enclosed building on a lot.

Section 8. Large Trucks Prohibited. No vehicles with a gross weight exceeding 10,000 pounds shall be stored or parked anywhere within the Properties, except for vehicles used during construction on the Properties.

Section 9. Animals. No animals, livestock, or poultry of any kind shall be raised, bred or kept or permitted within any Lot or the Properties other than a reasonable number of household pets. No household pets shall be commercial bred or commercially raised on the properties. No more than three domestic animals that go outside of a dwelling unit shall be permitted, except with the prior approval of the Board of the Association. No barking dogs shall be maintained by any owner. Any inconvenience, damage or unpleasantness caused by an animal shall be the responsibility of the respective Owner thereof. No dog shall be permitted to roam the Property unattended, and all dogs shall be kept on a leash while outside a Lot. An Owner or resident may be required to remove an animal upon receipt of the third notice in writing from the Association Board of Directors of violations of any rule, regulation or restriction governing animals within the Property. Any animal droppings shall immediately be collected and disposed of by the animal owner.

Section 10. Maintenance of Structures and Grounds. Each Owner shall maintain his Lot and improvements thereon in a clean and attractive condition, in good repair and in such fashion as not to create a fire hazard. Such maintenance shall include, without limitation, painting, repair, replacement and care for roofs, gutters, downspouts, exterior building surfaces, walks and other exterior improvements and glass surfaces. All repainting or re-staining and exterior remodeling shall be subject to prior review and approval of the ARC of the Association. In addition, each Owner shall keep all shrubs, trees, grass, and plantings of every kind on his Lot, neatly trimmed, properly cultivated and free of trash, weeds and other unsightly material, except that the Association will be responsible for maintenance of Common Maintenance Areas. Damage caused by fire, flood, storm, earthquake, riot, vandalism, or other causes shall likewise be the responsibility of each Owner and shall be restored within a reasonable period of time.

Section 11. Parking.

(a) No Owner or resident shall park any vehicle in such a way as to intentionally or unintentionally, block the neighboring resident(s) access to their half of any shared driveway.

(b) Vehicles which are not in regular use shall not be parked in streets or driveways.

(c) Parking of boats, trailers, motorcycles, trucks with the identification of any trade or business, mobile homes, campers or other recreational vehicle or equipment, regardless of weight, and parking of any other vehicles in excess of one ton load capacity shall not be allowed on any Lot or any part of the Properties, nor on streets or driveways adjacent thereto for more than six (6) hours or such other period as may be permitted by the Association Rules and Regulations, excepting only within the confines of an enclosed garage.

(d) Lots 1A, 2A, 3A, 4A, 5A, 6A, 7A, 8A in Phase 1 shall park all resident vehicles off-street on that particular lot. No Resident of Phase 1 shall be allowed to park more vehicles than the maximum four ( 2 in front and 2 in garage) provided on each lot off-street

parking spaces. The three short-term guest parking stalls in Phase 1 shall be limited to 8 hours and for visitors and guests only, or at the written direction of the Principal Declarant.

Section 12. Vehicle Maintenance and Vehicles in Disrepair.

(a) Vehicle maintenance or repair shall not be conducted on streets or driveways within Legacy Mt Vista. All vehicle maintenance and repair shall be completed on the Owner's Lot, either in the garage or within the garage apron area.

(b) No Owner or resident shall permit any vehicle which is not drivable, or which is in an extreme state of disrepair, to be abandoned or to remain parked upon any Lot or on any street or driveway for a period in excess of forty-eight (48) hours, unless the vehicle is kept entirely within a fully-enclosed garage. A vehicle shall be deemed in an extreme state of disrepair when the Board of Directors reasonably determines that its presence offends the occupants of the neighborhood. Should any Owner fail to remove such vehicle within five (5) days following the date on which notice is mailed to him by the Association, the Association may have the vehicle removed from the Property and charge the expense of such removal and subsequent storage or disposal to the Owner. Any vehicle shall be deemed in an extreme state of disrepair if in excess of five per cent of its body area has been damaged, or is covered by paint color at variance with the paint scheme of the court or primer.

Section 13. Signs. No signs shall be erected or maintained on any Lot except any project sign installed by Principal Declarant, except that not more than one For Sale or For Rent sign placed by the Owner, Principal Declarant or by a licensed real estate agent, not exceeding five (5) square feet in size, may be temporarily displayed on any Lot. The restrictions contained in this paragraph shall not prohibit signs in windows or warning notices if approved by the Association or the temporary placement of political signs on any Lot by the Owner. No signs may be mounted on or nailed to trees, and all signs must conform to applicable municipal codes and ordinances.

Section 14. Rubbish and Trash. No Lot, Property, Common Maintenance Area, Common Area, or driveway shall be used as a dumping ground for trash or rubbish of any kind. No Owner shall allow grass clippings, yard debris, or any other type of refuse to be placed or stored in any of the areas surrounding the development. All garbage and other waste shall be kept in appropriate sanitary containers for proper disposal, and except for day of collection shall be kept within garages or a screened enclosure, which is out of public view. Yard rakings, dirt and other material resulting from landscaping work shall not be dumped onto streets, sidewalks, driveways, Common Areas, or on any lots. Should any Owner fail to remove any trash, rubbish, garbage, yard rakings or any such materials from any Lot, street, sidewalk or driveway where deposited by him within ten (10) days following the date on which notice is mailed to him by the Board of Directors of the Association, the Association may have such materials removed and charge the expense of such removal to the Owner.

Section 15. Landscape. All Common Areas (as previously defined) for which landscaping is shown on the approved landscape plan, approved by the County of Clark, shall be properly maintained by the Association, except where the easement for landscaping burdens a Lot, in which case, the landscaping shall be maintained by the Owner; provided, however, that the Association may elect to maintain some or all such landscaping through assessment collected for that purpose from Lot Owners. No owner or resident shall alter, damage, replace, or change any landscaping or native vegetation within the Common Areas or without the consent of the Association. All lawn areas shall be irrigated with an operational, automatic, underground sprinkler or drip system.

Section 16. Temporary Structures. No structure of a temporary character, trailer, motor home, or tent shall be used on any Lot at any time as a residence either permanently or temporarily.

Section 17. Fences and Hedges. No fences or boundary hedges shall be installed without prior approval of the Association.

Section 18. Mechanical Equipment. No mechanical equipment, including, without limitation, window mounted air conditioners, shall be allowed in the front elevation of any Property.

Section 19. Outdoor Facilities.

(a) All utility connections from trunk lines to dwellings shall be underground. Exposed plumbing or electrical lines are not permitted within the Properties.

(b) Basketball facilities on a lot, street, or common area shall not be in use between the hours, of 9:00 PM and 9:00 AM. Basketball hoops may not be attached to the structure of a dwelling.

(c) Service facilities (garbage, clotheslines, etc.) shall be screened such that the elements screened are not visible at any time from the street or a neighboring property.

Section 20. Antennas and Satellite Disks. Exterior radio, television, telecommunication towers, antennae, satellite dishes larger than 18 inches in diameter or other exterior transmission or receiving devices shall not be allowed.

Section 21. Exterior Lighting or Noise-Making Devices. Except with the consent of the Association, no exterior lighting or noise-making devices shall be installed or maintained on any Lot, other than security and fire alarms.

Section 22. Pest Control. No Owner shall permit anything or condition to exist upon any portion of the Property, which shall induce, breed, or harbor infectious plant disease or noxious insects or vermin.

Section 21. Association Rules and Regulations are contained in the Mount Vista Legacy HOA By-laws. In addition, the Association from time-to-time may adopt, modify or revoke such rules and regulations governing the conduct of persons and the operation and use of Lots and Property as it may deem necessary or appropriate by an affirmative vote of 80% of the Board members, or by a 51% vote of the Owners at a meeting called for that purpose, in order to assure the peaceful and orderly use and enjoyment of the Property.

Section 22. Lots shall be prohibited from further dividing their lots whether by an approved short plat, plat, or otherwise. This prohibition shall not extend to boundary line adjustments.

## ARTICLE IX COMMON AREA MAINTENANCE

Section 1. The Association shall maintain and keep in good repair the Common Area, subject to the conditions of the prevailing of Land Division and other land use approvals. This maintenance shall include, without limitation, maintenance, repair, and replacement, subject to any insurance then in effect, of all landscaping and improvements situation on the Common Area; all Common Area entry fencing, lighting, monument, and entry gate; all road ways and surfaces; and all utility pipes, fixtures, and appliances, including storm sewer and drainage facilities, except those owned by or dedicated to a public or private utility. All such Common Areas and improvements therein shall be maintained and repaired to the standard required by the terms of any governing land use approval or County ordinance at the time of installation, or which is currently applicable to this subdivision.

Section 2: The private roads in road easements shall be maintained by the Association in good repair and in accordance with the County's urban private road standards that governed this subdivision when it was first recorded as a Plat. In addition, asphalt surfaces shall be maintained free of chuck holes and deterioration and degradation of the asphalt surface, in a reasonable state of repair, including all costs connected with the provision of additional fill, gravel, asphalt or similar materials; the correction of any defects in the paved road surface; the construction of any improvement to the paved road surface and adjacent portions of the easement which are authorized by the Association of Homeowners.

Section 3. Other Standards of Maintenance: (a) "Maintenance" shall include, but not be limited to road surfacing, shoulders, sidewalks, gates, signs, storm drainage facilities, storm treatment facilities, storm detention facilities, common landscaped, monument areas and lighting, vegetation control, trail maintenance, open space maintenance, habitat or



wetland and habitat/wetland buffer maintenance, and wetland fencing as applicable (Title 40 Clark County Code).

(b) There shall be periodic maintenance of Common Areas and a schedule established for that purpose. These covenants for maintenance shall be enforceable by any lot Owner. A recommended periodic maintenance schedule, prepared by the engineer for the plat application shall be provided, which the PRINCIPAL DECLARANT shall provide to Clark County prior to final plat approval.

(c) Minimum annual assessments shall be established in an amount adequate to defray costs of ordinary maintenance of Common Areas and improvements, and procedures shall be established for approval of additional needed assessments.

(d) Assessments for maintenance and repair costs of Common Areas shall be equitably assessed to lot Owners served by the Common Areas.

(e) All private roads shall be maintained in a safe condition to allow free and reasonable passage of such vehicular traffic as may be reasonable and necessary in order that all lot Owners may enjoy full and free use of the lots and Common Areas (as provided in these CC&R's) affected hereby.

(f) Private roads will be subject to the same inspection schedule as public roads.

(g) Although all lot Owners and the Association shall be responsible for the maintenance of Common Areas upon recordation of these CC&R's, Principal Declarant shall be responsible to Clark County to ensure the maintenance of the private roads for a period of two (2) years from the date of recording of the plat. Thereafter, the Principal Declarant's maintenance responsibility will depend upon the number of lots under Principal Declarant's continuing ownership, as provided in these CC&R's.

Section 4: It is agreed that each of the Owners is entitled to unrestricted use of the Roads in the Common Area, in common with other Owners, for foot and vehicular ingress and egress by themselves and their invitees; and for all utilities now or in the future serving the subdivision.

Section 5: No Owner shall damage, destroy, or alter improvements and landscaping installed in a non-road easement by the underlying lot Owner whose property is burdened by the easement, except for the necessary repair, maintenance, installation or replacement or improvements for which the easement is intended, in which event the easement shall be repaired as required by these CC&R's.

Section 6: No Owner shall have access to a Common Area, or use a Common Area, contrary to the terms and conditions of a governing land use approval or permit, or the rules and regulations of the Association.

Section 7. Any Owner who destroys or damages any Common Area or improvement, reasonable wear and tear excepted, shall be liable to the Association for the cost thereof, which may be enforced in an action by the Association or any individual Owner.

Section 8. Arbitration. In the event of any dispute arising concerning the use or maintenance of an easement, including but not limited to the ownership, maintenance, repair, or installation of improvements, or the facilities, fixtures or appliances contained therein, the dispute shall be resolved by arbitration. Disputes regarding the liability of an Owner under Section 7 of this Article IX, or damages to be paid as result of such liability, shall also be resolved by arbitration. If the parties cannot agree on an arbitrator within twenty days of a demand for arbitration by any party upon another, such arbitrator shall be appointed by the Superior Court of Clark County. The parties shall pay equally for the costs of the arbitration. If the parties cannot agree as to the procedure for the arbitration, the arbitration shall be governed by the court rules applicable in Superior Court in the State of Washington, except that evidence may be admitted in accordance with the rules for court mandated arbitration for Superior Court (MAR). The decision of arbitrator shall be final and binding.

#### ARTICLE X SHARED DRIVEWAY MAINTENANCE/ JOINT EASEMENTS

Section 1. Easements Created. (a) Some platted lots may share a joint driveway, as shown on the plat.

(b) Each lot (dominant estate) which is served or is to be served by a driveway which crosses or will cross the lot (servient estate) of another Owner, shall have a perpetual blanket easement and right of way together with the right of ingress and egress for the purpose of using, installing, constructing, erecting, altering, repairing, maintaining and operating driveway access over the servient estate and to the dominant estate, from the Common Area private road that has been dedicated to the Association that serves the driveway, including base and paving; provided that the easement shall be reduced by and not extend into any area enclosed by the foundation footing or foundation of the other Owner's dwelling on the servient estate, and shall be limited to the driveway area shown on the final plat of Mount Vista Legacy HOA; and PROVIDED FURTHER, that upon completion of installation of driveways required to serve such lot above-referenced (dominant estate), THE EASEMENTS HEREIN GRANTED SHALL BECOME LIMITED TO THE ACTUAL LOCATIONS OF THE DRIVEWAYS, AS INSTALLED, WITH REASONABLE RIGHTS OF INGRESS AND EGRESS FOR THE PURPOSES ABOVE STATED.

Section 2. Restoration. Upon the completion of the installation, construction, erection, alteration, repair, and maintenance (involving disruption or disturbance of the surface of the servient estate) for creation or use of driveway access over or in the servient estate, the surface of the servient estate, including land improvements, such as driveways, shall be restored by and at the expense of the owner of the dominant estate.

Section 3. Maintenance Responsibility. Where there is a joint driveway servicing two or more lots, the Owners of the lots served shall be jointly responsible for the maintenance or replacement of any driveway or access as provided in section 7, 8, 9, 10, 11, and 12 of this Article X, which such responsibility shall extend areas of any joint driveway on a servient estate that the occupiers of a dominant estate most cross to reach the dominant estate from the Common Area private road that has been dedicated to the Association. With respect to other utility services or the water lateral, this responsibility shall extend to any portion of the driveway that is in the Common Area private road right-of-way.

Section 4. Association Easement. The Association shall have the same easement and rights in a servient estate as those enjoyed by the dominant estate or its Owner. Upon the failure of the Owner of the dominant estate or the servient estate to perform their obligations under this Article X, the Association shall have the right but not the obligation to perform the rights and obligations of the defaulting Owner, whether of the servient or dominant estate. The Association shall have the right to collect the costs and expense thereof from the defaulting Owner and collect such costs and expenses from the defaulting Owner in the same manner as assessments are collected.

Section 5. Amendments. Notwithstanding any portion of section 3 of Article XIII of these CC&R's, no amendment, modification or alteration of any portion of this Article X of these CC&R's shall be effective unless signed by the Prosecuting Attorney of Clark County, or the municipal attorney of its governmental successor.

Section 6. Structures Over Easement. No structure of any kind shall be built or placed, or allowed to be built or placed, over the actual locations of the driveways as installed, or which interfere with the reasonable rights of ingress and egress for the purposes set forth in section one of this Article X. Driveways, walkways, and landscaping shall not be considered structures for the purposes of this section 6.

Section 7. General Rules of Law to Apply. Each driveway which is constructed and installed as a part of the original construction of the homes upon the Properties and placed in a servient estate or the Common Area private road right-of-way shall constitute a party wall of the servient and dominant estates, and, to the extent not inconsistent with the provisions of this Article X, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply thereto.

Section 8. Sharing of Repair and Maintenance. The cost of reasonable repair and maintenance of the shared portion of a driveway as a party wall shall be shared by the Owners who make use of the shared driveway in proportion to such use.

Section 9. Destruction by Fire or Other Casualty. If a shared driveway is destroyed or damaged by fire or other casualty, any Owner who has used the driveway may restore it, and if the other Owners thereafter make use of the shared portion of the driveway, they shall contribute to the cost of restoration thereof in proportion to such use without prejudice, however, to the right of any such Owners to call for a larger contribution from the others under any rule of law regarding liability for negligent or willful acts or omissions.

Section 10. Weatherproofing. Notwithstanding any other provision of this Article, an Owner who by his negligent or willful act causes the driveway to be exposed to the risk of damage shall bear the whole cost of furnishing the necessary protection against such damage.

Section 11. Right to Contribution Runs with Land. The right of any Owner to contribution from any other Owner under this Article, and the rights and obligations enjoyed by or owed to an Owner, or the Association, shall be appurtenant to the land and shall pass to such Owner's successors in title and to the Association.

Section 12. Arbitration. In the event of any dispute arising between the Owners of a servient or dominant estate concerning a joint driveway, or under the provisions of this Article, shall be resolved by arbitration as provided in Article IX, section 6.

## ARTICLE XI SEWER\WATER LATERAL JOINT EASEMENTS

Section 1. Easements Created. (a) Each lot (dominant estate) which is served or is to be served by a sewer or water service line or other utility service which crosses or will cross the lot (servient estate) of another Owner, shall have a perpetual blanket easement and right of way together with the right of ingress and egress for the purpose of installing, constructing, erecting, altering, repairing, maintaining and operating utility services, including water and sewer service lines and laterals connected to the public sewer and water systems of the municipal utility, in, on, over, under and across the first eighteen feet of the front yard of the other Owner's lot (servient estate); provided that the easement shall be reduced by and not extend into any area enclosed by the foundation footing or foundation of the other Owner's dwelling on the servient estate; and PROVIDED FURTHER, that upon completion of installation of any utility service, including the sewer and water service lines and laterals required to serve such lot above-referenced (dominant estate), THE EASEMENTS HEREIN GRANTED SHALL BECOME LIMITED TO THE ACTUAL LOCATIONS OF UTILITY SERVICES, INCLUDING THE WATER AND SEWER SERVICE LINE AND

**LATERALS, AS INSTALLED, WITH REASONABLE RIGHTS OF INGRESS AND EGRESS FOR THE PURPOSES ABOVE STATED.**

(b) A utility service or service line or lateral will cross a lot (servient estate) if another lot (dominant estate) will take utility service, including sewer or water service from a lateral, in the lot (servient estate) or in the right-of-way directly in front of the lot, unless as constructed the lateral or service line does not cross the lot (servient estate).

Section 2. Restoration. All utility service, including water and sewer service lines and laterals, shall be installed underground except for clean-outs and meter boxes, or such other above-ground facilities as may be required. Upon the completion of the installation, construction, erection, alteration, repair, and maintenance (involving disruption or disturbance of the surface of the servient estate) for utility service, including the sewer and water service lines and laterals, in the servient estate, the surface of the servient estate, including land improvements, such as driveways, shall be restored by and at the expense of the owner of the dominant estate.

Section 3. Hold Harmless. Where there is a single utility service, or water and/or sewer lateral servicing two lots, the Owners of the two lots shall be jointly responsible for the replacement as provided in section 7, 8, 9, 10, 11, and 12 of this Article XI, repair, and maintenance of any utility service or sewer or water lateral. With respect to the sewer lateral, this responsibility shall extend from the Y joint where the lateral splits to provide separate sewer service or waste lines to the two lots, including any clean-out in the Y, to and including where the sewer lateral connects to the public sewer owned and maintained in the street easement by Clark Regional Wastewater District, Clark Public Utilities,, or their governmental successor. With respect to other utility services or the water lateral, this responsibility shall extend to any portion of the lateral, or facilities associated therewith, which are in the public road and/or utility right-of-way, except that this responsibility shall be no greater than that imposed by law upon a lot and its owner under circumstances in which a lateral or laterals service only one lot. Each Owner whose lot shares utility service, including a sewer or water lateral, with the lot of another Owner, by their acceptance of title or a contract vendee's interest entitling the vendee to possession of such a lot, and the Association, do hereby agree to hold the County of Clark and its governmental successor harmless and defend and indemnify them against any claim or loss associated with any maintenance or other problems, such as backflow, that may arise with respect to the shared lateral or utility service. Each Owner whose lot shares a sewer or water lateral with the lot of another Owner, by their acceptance of title or a contract vendee's interest entitling the vendee to possession of such a lot, do hereby agree to hold the Association harmless and defend and indemnify it against any claim or loss associated with any maintenance or other problems, such as backflow, that may arise with respect to the shared lateral.

Section 4. Association Easement. The Association shall have the same easement and rights in a servient estate as those enjoyed by the dominant estate or its Owner. Upon the

failure of the Owner of the dominant estate or the servient estate to perform their obligations under this Article XI, the Association shall have the right but not the obligation to perform the rights and obligations of the defaulting Owner, whether of the servient or dominant estate. The Association shall have the right to collect the costs and expense therefor from the defaulting Owner and collect such costs and expenses from the defaulting Owner in the same manner as assessments are collected.

Section 5. Amendments. Notwithstanding any portion of section 3 of Article XIII of these CC&R's, no amendment, modification or alteration of any portion of this Article XI of these CC&R's shall be effective unless signed by the County of Clark Prosecuting Attorney, or the municipal attorney of its governmental successor.

Section 6. Structures Over Easement. No structure of any kind shall be built or placed, or allowed to be built or placed, over the actual locations of the water and sewer service line and laterals as installed, or which interfere with the reasonable rights of ingress and egress for the purposes set forth in section one of this Article XI. Driveways, walkways, fences, and landscaping shall not be considered structures for the purposes of this section 6.

Section 7. General Rules of Law to Apply. Each service line or lateral which is constructed and installed as a part of the original construction of the homes upon the Properties and placed in a servient estate or the public right-of-way shall constitute a party wall of the servient and dominant estates, and, to the extent not inconsistent with the provisions of this Article XI, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply thereto.

Section 8. Sharing of Repair and Maintenance. The cost of reasonable repair and maintenance of a service line or lateral as a party wall shall be shared by the Owners who make use of the service line or lateral in proportion to such use.

Section 9. Destruction by Fire or Other Casualty. If a service line or lateral is destroyed or damaged by fire or other casualty, any Owner who has used the service line or lateral may restore it, and if the other Owners thereafter make use of the service line or lateral, they shall contribute to the cost of restoration thereof in proportion to such use without prejudice, however, to the right of any such Owners to call for a larger contribution from the others under any rule of law regarding liability for negligent or willful acts or omissions.

Section 10. Weatherproofing. Notwithstanding any other provision of this Article, an Owner who by his negligent or willful act causes the service line or lateral to be exposed to the risk of damage shall bear the whole cost of furnishing the necessary protection against such damage.

Section 11. Right to Contribution Runs with Land. The right of any Owner to contribution from any other Owner under this Article XI, and the rights and obligations enjoyed by or owed to an Owner, the Association, or the County of Clark or its governmental successor, shall be appurtenant to the land and shall pass to such Owner's successors in title and to the Association and the County of Clark, or its governmental successor.

Section 12. Arbitration. In the event of any dispute arising between the Owners of a servient or dominant estate concerning a service line or lateral, it shall be resolved by arbitration as provided in Article IX, section 6.

## ARTICLE XII STAGED DEVELOPMENT

Additional land area may be annexed and membership created for any Lots by the Principal Declarant for the area annexed, without the consent of members, within fifteen (15) years of the date of this instrument provided that the annexation is in accord with the general plan heretofore approved.

## ARTICLE XIII GENERAL PROVISIONS

Section 1. Enforcement. The Association, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens, and charges now or hereafter imposed by the provisions of this Declaration. Clark County shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration to the extent necessary to insure the continued proper maintenance of the Common Areas in accordance with these CC&R's and the conditions of any land use approvals. Failure by the Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

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

Section 3. Amendment. Except as provided in section 5 of this Article XIII, the covenants and restrictions of this Declaration shall run with and bind the land, for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. Except as provided in section 5 of this Article XIII, this Declaration may be amended during the first twenty (20) year period by an instrument signed by not less than seventy per cent (70%) of the Lot Owners,

and thereafter by an instrument signed by not less than seventy per cent (70%) of the Lot Owners, or as approved by the Declarant. Any amendment must be recorded.

Section 4. Annexation. Additional residential property and Common Area may be annexed to the Properties with the consent of two-thirds (2/3) of each class of members. Notwithstanding the foregoing, Columbia View Group LLC and/to its assigns as Principal Declarant retains the right to annex additional property and Common Area to the Properties without such consent, and to grant future areas so added access to all Common Areas and other subdivision improvements without seeking the approval of any other Lot Owners, or the Association, or for any charge, and may add additional lots or land if in doing so the land added and all added lots are subject to these CC&R's and all of its provisions.

Section 5. County of Clark Approval: This Declaration governs land that received preliminary subdivision and Land Division approval from the County of Clark Hearings Examiner. Nothing contained in this Declaration shall be construed as alterations of or amendments to the preliminary subdivision approval granted by the Examiner. Although the foregoing Declaration permits the homeowner's association created thereby to transfer the Common Area to a public entity and authorizes the association's obligation to maintain Common Area be amended or modified upon certain majorities of the homeowner's association, no such action shall become effective which would be in conflict with the preliminary subdivision approval (except as permitted by the preliminary subdivision approval), or the Subdivision approval (except as permitted by the Land Division approval), except by subsequent changes or amendments granted in such approvals by the County of Clark or its governmental successor, as provided by law. Further, so long as there are private roads and/or a private water quality/storm water drainage facility, these CC&R's shall not be amended without the express written approval of Clark County to change Article 1, sections 1-5; Article II, section 1 and section 4(b0, (c) and (d); Article III, section 1; Article IV, sections 1, 2, 4, 6 and 8; Article IX, sections 1-3; Article X; and Article XIII, sections 3 and 5.

Section 6. Notwithstanding anything hereinbefore anywhere within these CC&R's that is to the contrary, Principal Declarant shall have the right for seven years from the date of recording to change or amend these CC&R's, with or without the approval of any other lot owner or the Association, by recording a document stating the changes or amendments made by the Principal Declarant, and signed only by the Principal Declarant. However, the Principal Declarant may not change or amend these CC&R's in a manner which could be in conflict with the preliminary subdivision approval (except as permitted by the preliminary subdivision approval), or the Land Division approval (except as permitted by the Land Division approval), except by subsequent changes or amendments granted in such approvals by the County of Clark or its governmental successor, as provided by law. Further, so long as there are private roads and/or a private water quality/storm water drainage facility, these CC&R's shall not be amended without the express written approval of Clark



County to change Article 1, sections 1-5; Article II, section 1 and section 4(b0, (c) and (d); Article III, section 1; Article IV, sections 1, 2, 4, 6 and 8; Article IX, sections 1-3; Article X; and Article XIII, sections 3 and 5.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunto set its hand and seal this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

DECLARANT and PRINCIPAL DECLARANT:

Columbia View Group LLC, a Washington Limited Liability Company:

By: Columbia View Group LLC.:

By: \_\_\_\_\_  
James Kessi, Managing Member

STATE OF WASHINGTON )  
 )  
COUNTY OF CLARK ) ss:

On this \_\_\_\_\_ day of \_\_\_\_\_, 2020, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared \_\_\_\_\_, to me known to be the individual described in and who executed the foregoing instrument and acknowledged to me that he signed the same as his free and voluntary act and deed for the uses and purposes therein mentioned.

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

\_\_\_\_\_  
(signature of notary)

\_\_\_\_\_  
(name of notary printed or typed)  
Notary Public in and for the State of Washington,

residing at \_\_\_\_\_

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

Printed Name: James Kessi, Managing Member for Vista Legacy Group LLC :  
as Owner of Lots #1A 2A 3A, 4A, 5A, 6A 7A 8A, PH1 Legacy Mt. Vista Phase 1 and 2 Subdivision

By: \_\_\_\_\_  
as Owner of Lots #1A 2A 3A, 4A, 5A, 6A 7A 8A, PH1 Legacy Mt. Vista Phase 1 and 2 Subdivision

STATE OF WASHINGTON                    )  
  )        ss:  
COUNTY OF CLARK                    )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2020, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared \_\_\_\_\_, to me known to be the individual described in and who executed the foregoing instrument and acknowledged to me that she signed the same as her free and voluntary act and deed for the uses and purposes therein mentioned.

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

\_\_\_\_\_  
(signature of notary)

\_\_\_\_\_  
(name of notary printed or typed)

Notary Public in and for the State of Washington,  
residing at \_\_\_\_\_

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

Printed Name: James Kessi, Managing Member for Columbia View Group LLC :  
as Owner of Lot #7, PH2 of Legacy Mt. Vista Phase 1 and 2 Subdivision

By: \_\_\_\_\_  
as Owner of Lot #7, PH2 of Legacy Mt. Vista Phase 1 and 2 Subdivision

STATE OF WASHINGTON            )  
  )  
COUNTY OF CLARK                )           ss:

On this \_\_\_\_\_ day of \_\_\_\_\_, 2020, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared \_\_\_\_\_, to me known to be the individual described in and who executed the foregoing instrument and acknowledged to me that she signed the same as her free and voluntary act and deed for the uses and purposes therein mentioned.

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

\_\_\_\_\_  
(signature of notary)

\_\_\_\_\_  
(name of notary printed or typed)

Notary Public in and for the State of Washington,  
residing at \_\_\_\_\_

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



Printed Name: \_\_\_\_\_:  
as Owner of Lot #\_\_, PH2 Legacy Mt. Vista Phase 1 and 2 Subdivision

By: \_\_\_\_\_  
as Owner of Lot #\_\_, PH2 Legacy Mt. Vista Phase 1 and 2 Subdivision

STATE OF WASHINGTON                    )  
  )        ss:  
COUNTY OF CLARK                     )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2020, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared \_\_\_\_\_, to me known to be the individual described in and who executed the foregoing instrument and acknowledged to me that she signed the same as her free and voluntary act and deed for the uses and purposes therein mentioned.

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

\_\_\_\_\_  
(signature of notary)

\_\_\_\_\_  
(name of notary printed or typed)

Notary Public in and for the State of Washington,  
residing at \_\_\_\_\_

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

Printed Name: \_\_\_\_\_:  
as Owner of Lot #\_\_, PH2 Legacy Mt. Vista Phase 1 and 2 Subdivision

By: \_\_\_\_\_  
as Owner of Lot #\_\_, PH2 Legacy Mt. Vista Phase 1 and 2 Subdivision

STATE OF WASHINGTON                    )  
  )        ss:  
COUNTY OF CLARK                    )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2020, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Larry Dirks, to me known to be the individual described in and who executed the foregoing instrument and acknowledged to me that he signed the same as his free and voluntary act and deed for the uses and purposes therein mentioned.

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

\_\_\_\_\_  
(signature of notary)

\_\_\_\_\_  
(name of notary printed or typed)  
Notary Public in and for the State of Washington,

residing at \_\_\_\_\_

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

Printed Name: \_\_\_\_\_:  
as Owner of Lot #\_\_, PH2 Legacy Mt. Vista Phase 1 and 2 Subdivision

By: \_\_\_\_\_  
as Owner of Lot #\_\_, PH2 Legacy Mt. Vista Phase 1 and 2 Subdivision

STATE OF WASHINGTON                    )  
  )        ss:  
COUNTY OF CLARK                    )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2020, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared \_\_\_\_\_, to me known to be the individual described in and who executed the foregoing instrument and acknowledged to me that she signed the same as her free and voluntary act and deed for the uses and purposes therein mentioned.

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

\_\_\_\_\_  
(signature of notary)

\_\_\_\_\_  
(name of notary printed or typed)

Notary Public in and for the State of Washington,  
residing at \_\_\_\_\_  
My commission expires: \_\_\_\_\_

Printed Name: \_\_\_\_\_:  
as Owner of Lot #\_\_, PH2 Legacy Mt. Vista Phase 1 and 2 Subdivision

By: \_\_\_\_\_  
as Owner of Lot #\_\_, PH2 Legacy Mt. Vista Phase 1 and 2 Subdivision

STATE OF WASHINGTON )  
  )     ss:  
COUNTY OF CLARK     )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2020, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared \_\_\_\_\_, to me known to be the individual described in and who executed the foregoing instrument and acknowledged to me that he signed the same as his free and voluntary act and deed for the uses and purposes therein mentioned.

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

\_\_\_\_\_  
(signature of notary)

\_\_\_\_\_  
(name of notary printed or typed)  
Notary Public in and for the State of Washington,

residing at \_\_\_\_\_

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





Printed Name: \_\_\_\_\_:  
as Owner of Lot #7, PH2 Legacy Mt. Vista Phase 1 and 2 Subdivision

By: \_\_\_\_\_  
as Owner of Lot #7, PH2 Legacy Mt. Vista Phase 1 and 2 Subdivision

STATE OF WASHINGTON                    )  
  )        ss:  
COUNTY OF CLARK                    )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2020, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared \_\_\_\_\_, to me known to be the individual described in and who executed the foregoing instrument and acknowledged to me that she signed the same as her free and voluntary act and deed for the uses and purposes therein mentioned.

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

\_\_\_\_\_  
(signature of notary)

\_\_\_\_\_  
(name of notary printed or typed)

Notary Public in and for the State of Washington,  
residing at \_\_\_\_\_

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