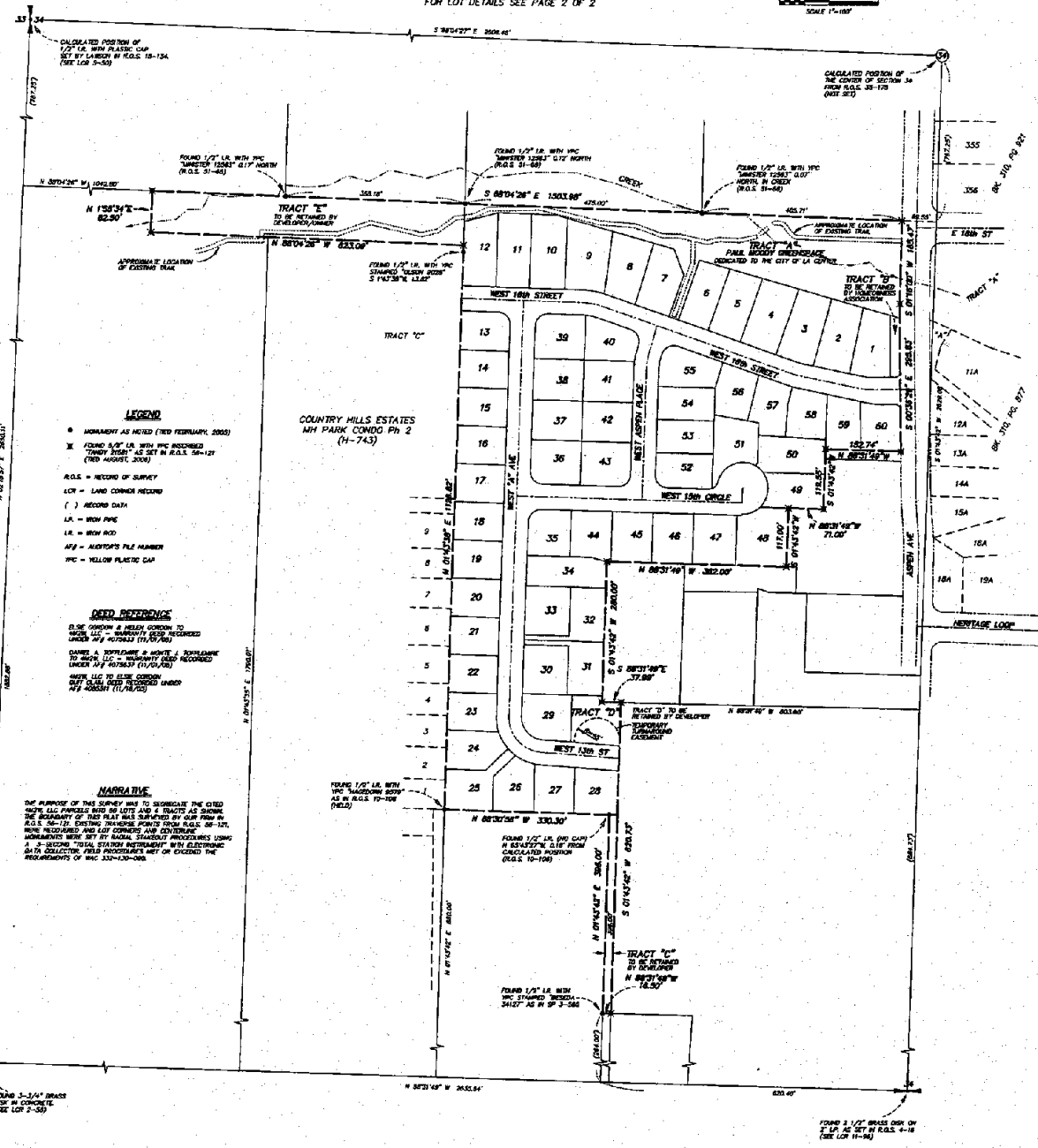


GORDON CREST

A SUBDIVISION IN THE
 NW 1/4 of the SW 1/4, the NE 1/4
 of the SW 1/4 and the SE 1/4 of the
 SW 1/4 of SECTION 34, T5N, R1E, W.M.
 CITY OF LA CENTER
 CLARK COUNTY, WA.
 FOR LOT DETAILS SEE PAGE 2 OF 2



LEGEND

● MONUMENT AS NOTED (TWO FEBRUARY, 2003)

× FOUND 1/2" I.R. WITH WPC STAMPED 'TERRY 2002' AS SET IN P.O.S. 10-134 (SEE LOT 5-50)

○ RECORD OF SURVEY
 LOR = LAND OWNER RECORD
 () RECORD DATA
 L.A. = IRON PIPE
 L.R. = IRON ROD
 A.P.F. = ALBERT'S FILE NUMBER
 W.P.C. = YELLOW PLASTIC CAP

DEED REFERENCES

PL 29 GORDON & BELLA GORDON TO LANCE LLC - WARRANTY DEED RECORDED UNDER 11/18/02 (PL 29-10)

DANIEL A. REPRESENTATIVE & TRUSTEE'S DECLARATION TO LANCE LLC - WARRANTY DEED RECORDED UNDER 11/18/02 (PL 29-10)

LANCE LLC TO ERIC GORDON WITH LANCE DEED RECORDED UNDER 11/18/02 (PL 29-10)

NARRATIVE

THE PURPOSE OF THIS SURVEY WAS TO SUBDIVIDE THE CITED TRACT INTO 60 LOTS AND 4 TRACTS. AS SHOWN, THE BOUNDARY OF THIS PLAT WAS SURVEYED BY OUR FIRM, A.G.S. 10-134, DURING SURVEY PERIOD FROM 10/10/02 TO 10/15/02. EXISTING SURVEYS AND CENTERLINE MONUMENTS WERE SET BY SEVERAL SURVEYING PROFESSIONALS USING A 3-SECOND 'TOTAL STATION INSTRUMENT' WITH ELECTRONIC DATA COLLECTOR. FIELD PROCEDURES MET OR EXCEEDED THE REQUIREMENTS OF WAC 33-230-030.

LA CENTER MAYOR:
 APPROVED BY: *James S. D... 4/18/07*
 CITY ENGINEER:
 APPROVED BY: *David... 4/18/07*
 LA CENTER DIRECTOR OF PUBLIC WORKS:
 APPROVED BY: *James... 4-18-07*
 LA CENTER FINANCE DIRECTOR / CITY CLERK:
 APPROVED BY: *Lucas... 4-18-07*

COUNTY ASSESSOR
 THIS PLAT MEETS THE REQUIREMENTS OF RCW 86A.06.010, 86A.06.020 OF SUBDIVISION 1901, TO BE KNOWN AS GORDON CREST.
 PLAT NO. _____ IN THE COUNTY OF CLARK, STATE OF WASHINGTON.
David... 20
 CLARK COUNTY ASSESSOR

AUDITOR'S CERTIFICATE
 FILED FOR RECORD THIS 20th DAY OF April 2007
 IN BOOK 311 OF PLATS AT PAGE 492
 4813700
David... 20
 CLARK COUNTY AUDITOR

UTILITY AND SIDEWALK EASEMENT

AN EASEMENT IS HEREBY RESERVED UNDER AND UPON THE EXTENSION ON (S) FEET AT THE FRONT BOUNDARY LINES OF ALL LOTS FOR THE PURPOSE OF INSTALLING, MAINTAINING, REPLACING, AND REPAIRING UTILITIES, INCLUDING BUT NOT LIMITED TO, WATER, GAS, ELECTRIC, AND SANITARY SEWER SERVICE, ALSO A SIDEWALK EASEMENT AS NECESSARY TO COMPLY WITH AREA ZONING REQUIREMENTS UPON THE EXTENSION ON (S) FEET ALONG THE FRONT BOUNDARY LINES OF ALL LOTS ADJACENT TO PUBLIC STREETS.

LAND SURVEYOR'S CERTIFICATE

I HEREBY CERTIFY THAT THIS PLAT AS SHOWN IS A TRUE RETURN FROM THE FIELD AND THAT THE DEFORMATION IS CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

Eric P. Ford
 ERIC P. FORD, PROFESSIONAL LAND SURVEYOR
 PLAT NUMBER _____ DATE _____



HAGEDORN, INC.
 1924 Broadway Vancouver, Wa. 98663
 Ph: (360) 696-4428 (503) 283-8778

SCALE: 1"=100' DATE: 4/18/07 JOB NO: 03-028
 DATE BY: 8/17 DRAWN BY: JCHERRY CHECKED BY: JCHERRY
 SHEET 03-028B PAGE 1 OF 2

1022
 BK 311 Pg 492

BK 311 Pg 492

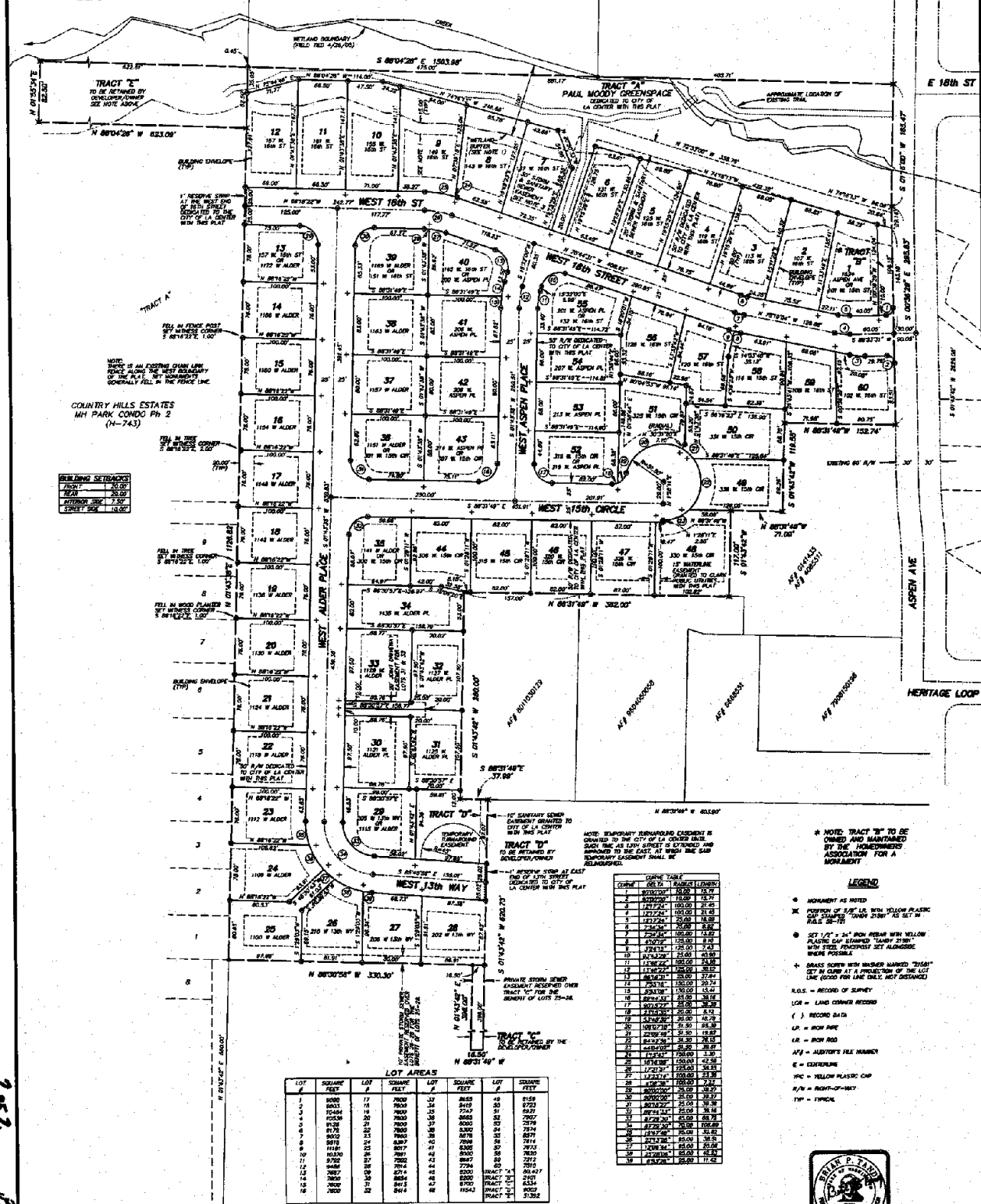
GORDON CREST

A SUBDIVISION IN THE
NW 1/4 of the SW 1/4, the NE 1/4
of the SW 1/4 and the SE 1/4 of the
SW 1/4 of SECTION 34, T5N, R1E, W.M.
CITY OF LA CENTER
CLARK COUNTY, WA.

FOR SURVEY DETAILS SEE PAGE 1 OF 2



NOTE: A REVOCABLE EASEMENT FOR THE EXISTING TRAIL IS GRANTED TO THE CITY OF LA CENTER ACROSS TRACT "E"



COUNTRY HILLS ESTATES
MH PARK CONDO Ph 2
(N-743)

BUILDING SETBACKS	FRONT	REAR	SIDE
MINIMUM	10.00	10.00	5.00
MAXIMUM	25.00	25.00	15.00

NOTE: TEMPORARY IMPROVEMENTS EXISTING IN TRACT "D" TO BE RETAINED BY DEVELOPER/OWNER

LINE	BEARING	DISTANCE	AREA
1	N 89°30'58" W	100.00	100.00
2	S 89°30'58" E	100.00	100.00
3	N 89°30'58" W	100.00	100.00
4	S 89°30'58" E	100.00	100.00
5	N 89°30'58" W	100.00	100.00
6	S 89°30'58" E	100.00	100.00
7	N 89°30'58" W	100.00	100.00
8	S 89°30'58" E	100.00	100.00
9	N 89°30'58" W	100.00	100.00
10	S 89°30'58" E	100.00	100.00
11	N 89°30'58" W	100.00	100.00
12	S 89°30'58" E	100.00	100.00
13	N 89°30'58" W	100.00	100.00
14	S 89°30'58" E	100.00	100.00
15	N 89°30'58" W	100.00	100.00
16	S 89°30'58" E	100.00	100.00
17	N 89°30'58" W	100.00	100.00
18	S 89°30'58" E	100.00	100.00
19	N 89°30'58" W	100.00	100.00
20	S 89°30'58" E	100.00	100.00
21	N 89°30'58" W	100.00	100.00
22	S 89°30'58" E	100.00	100.00
23	N 89°30'58" W	100.00	100.00
24	S 89°30'58" E	100.00	100.00
25	N 89°30'58" W	100.00	100.00
26	S 89°30'58" E	100.00	100.00
27	N 89°30'58" W	100.00	100.00
28	S 89°30'58" E	100.00	100.00
29	N 89°30'58" W	100.00	100.00
30	S 89°30'58" E	100.00	100.00
31	N 89°30'58" W	100.00	100.00
32	S 89°30'58" E	100.00	100.00
33	N 89°30'58" W	100.00	100.00
34	S 89°30'58" E	100.00	100.00
35	N 89°30'58" W	100.00	100.00
36	S 89°30'58" E	100.00	100.00
37	N 89°30'58" W	100.00	100.00
38	S 89°30'58" E	100.00	100.00
39	N 89°30'58" W	100.00	100.00
40	S 89°30'58" E	100.00	100.00
41	N 89°30'58" W	100.00	100.00
42	S 89°30'58" E	100.00	100.00
43	N 89°30'58" W	100.00	100.00
44	S 89°30'58" E	100.00	100.00
45	N 89°30'58" W	100.00	100.00
46	S 89°30'58" E	100.00	100.00
47	N 89°30'58" W	100.00	100.00
48	S 89°30'58" E	100.00	100.00
49	N 89°30'58" W	100.00	100.00
50	S 89°30'58" E	100.00	100.00
51	N 89°30'58" W	100.00	100.00
52	S 89°30'58" E	100.00	100.00
53	N 89°30'58" W	100.00	100.00
54	S 89°30'58" E	100.00	100.00
55	N 89°30'58" W	100.00	100.00
56	S 89°30'58" E	100.00	100.00
57	N 89°30'58" W	100.00	100.00
58	S 89°30'58" E	100.00	100.00
59	N 89°30'58" W	100.00	100.00

* NOTE: TRACT "B" TO BE OWNED AND MAINTAINED BY THE HOMEOWNERS ASSOCIATION FOR A PERMANENT

LEGEND

- MONUMENT AS NOTED
- PROPERTY OF 50' R/W WITH YELLOW PLASTIC CAP STAMPED "TOWN 2158" AS SET IN 2011
- SET 1/2" x 3/4" IRON PEGS WITH YELLOW PLASTIC CAP STAMPED "TOWN 2158" WITH STEEL PINNACLES SET ALONG WHERE POSSIBLE
- MARKS CORNER WITH NUMBER MARKED "TRACT" SET IN CORNER AT A PROJECTION OF THE LOT LINE (GOOD FOR LINE ONLY, NOT DISTANCE)

R.O.S. = RECORD OF SURVEY
 LOR = LAND OWNER RECORD
 () RECORD DATA
 LR = ROW PERM
 LR = ROW ROD
 A/P = ALBERTA'S FILE NUMBER
 E = CENTERLINE
 Y/C = YELLOW PLASTIC CAP
 R/W = RIGHT-OF-WAY
 TYP = TYPICAL

LOT	SQUARE FEET	LOT	SQUARE FEET	LOT	SQUARE FEET	LOT	SQUARE FEET
1	8000	17	7600	33	8600	49	8700
2	8000	18	7600	34	8600	50	8700
3	8000	19	7600	35	8600	51	8700
4	8000	20	7600	36	8600	52	8700
5	8000	21	7600	37	8600	53	8700
6	8000	22	7600	38	8600	54	8700
7	8000	23	7600	39	8600	55	8700
8	8000	24	7600	40	8600	56	8700
9	8000	25	7600	41	8600	57	8700
10	8000	26	7600	42	8600	58	8700
11	8000	27	7600	43	8600	59	8700
12	8000	28	7600	44	8600	60	8700
13	8000	29	7600	45	8600	61	8700
14	8000	30	7600	46	8600	62	8700
15	8000	31	7600	47	8600	63	8700
16	8000	32	7600	48	8600	64	8700

- NOTES**
- ALL SERVICES AND STRUCTURES REQUIRING A PERMIT AND SPERIOUS SURFACES GREATER THAN 100 SQUARE FEET SHALL BE SETBACK TO 2 FEET OR MORE FROM THE EDGE OF A CRITICAL AREA (BARRIERS, RETAINMENT WALLS), CLEARING, GRADING AND PLANTING WITHIN THE TYPICAL STRIPBACK AREA SHALL BE REVIEWED UNLESS THE APPLICANT DEMONSTRATES THAT THE ACTIVITIES WILL NOT DAMAGE OR DISTURB THE VEGETATION WITHIN THE BUFFER.
 - IF CRITICAL OR ARCHAEOLOGICAL RESOURCES ARE DISCOVERED ON THE SITE DURING CONSTRUCTION ACTIVITY, STOPPING WORK SHALL BE THE TOP PRIORITY AND NOTIFY THE OFFICE OF ARCHAEOLOGY AND HISTORIC PRESERVATION OF CLARK COUNTY AND THE CITY OF LA CENTER PUBLIC WORKS DEPARTMENT IMMEDIATELY.
 - 30' SIDEWALK AND STORM SEWER EASEMENT GRANTED TO THE CITY OF LA CENTER WITH THIS PLAT.
 - 30' SIDEWALK SHALL PROVIDE 100' (2) SIDE-STREET PARKING SPACES (INCLUDING OF GARAGES)



HAGEDORN, INC.
 1924 Broadway Vancouver, Wa. 98663
 Ph: (360) 696-4428 (503) 283-6778

SCALE: 1"=40'
 DATE: 4/15/22
 JOB NO: 00-002

CAD: BT: BPT
 DRAWN BY: DD-BPT
 CHECKED BY: NBT

ORIG. DR. DATE: 11/11/11
 PAGE: 2 OF 2

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BK 311 Pg 492

4397405 CCR

RecFee - \$69.00 Pages: 30 - LANDERHOLM MEMOVICH ETAL
Clark County, WA 11/21/2007 11:25

20

After recording, return to:

Michael Simon
Landerholm, Memovich,
Lansverk & Whitesides, P.S.
P.O. Box 1086
Vancouver, WA 98666

Tax Lots 258894-000; 258896-000; 258963-000;
258943-000; and 258969-000
SW ¼ Section 34, T5N, R1E WM

Space Above for Recording Information Only

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

FOR

FOOTHILLS ESTATES

THIS DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR FOOTHILLS ESTATES ("Declaration") is made by 4M2W, LLC dba The Paul Moody Development Company, a Washington limited liability company ("Declarant").

RECITALS

A. Declarant is the owner of all the real property and improvements thereon located in Clark County, Washington, described on Exhibit A, attached (the "Property").

B. Declarant intends to develop the Property into an 86-lot residential subdivision called Foothills Estates. The initial buildout of Foothills Estates is a 60-lot phase with a cul-de-sac in Tract D. When the second buildout is completed, Tract D may be converted to a single-family residential lot in the ownership of Declarant. A second buildout is intended to be a 26-lot addition, legally described on the attached Exhibit B. To establish Foothills Estates as a planned community, Declarant desires to impose these mutually beneficial covenants, conditions, restrictions, easements, assessments, and liens on the Property, under a comprehensive general plan of improvement and development for the benefit of all Lots and Common Areas in Foothills Estates.

DECLARATION OF COVENANTS, CONDITIONS AND
RESTRICTIONS FOR FOOTHILLS ESTATES - 1
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LAW OFFICES OF
LANDERHOLM, MEMOVICH,
LANSVERK & WHITESIDES, P.S.
805 Broadway Street, Suite 1000
P.O. Box 1086
Vancouver, Washington 98666
(360) 696-3312

C. Declarant has deemed it desirable for the efficient preservation of the values and amenities in Foothills Estates to delegate and assign to Foothills Estates Homeowners Association, a Washington nonprofit corporation (the "Association"), the powers and authority to own, maintain, and administer the Common Area and facilities, to maintain, repair, and replace certain portions of the Lots and exterior of the Homes, to administer and enforce the covenants, conditions, and restrictions of this Declaration, and to collect and disburse the assessments and charges hereinafter created.

D. The Declarant shall convey the Common Area to the Association to assume the maintenance obligation thereof for the benefit of the Owners and assess the Owners equally for the expenses.

NOW THEREFORE, Declarant declares that the Property shall be held, transferred, sold, conveyed, and occupied subject to the following covenants, conditions, restrictions, easements, charges, and liens, which shall run with the land, which shall be binding on all parties having or acquiring any right, title, or interest in the Property or any part thereof, and which shall inure to the benefit of the Association and of each Owner.

ARTICLE I.
DEFINITIONS

1.1 *Architectural Review Committee* or "ARC" shall refer to that committee constituted and acting pursuant to Article 6 of this Declaration.

1.2 *Articles* shall mean the Articles of Incorporation for the Association, as filed with the Washington Secretary of State.

1.3 *Association* shall mean and refer to Foothills Estates Homeowners Association, its successors and assigns.

1.4 *Board* shall mean the Board of Directors of the Association.

1.5 *Bylaws* shall mean and refer to the Bylaws of the Association, which shall be recorded in the Clark County, Washington, deed records.

1.6 *Common Area* shall mean and refer to the Tracts, including any improvements located thereon, which areas and improvements are intended to be devoted to the common use and enjoyment of the Members and which land has been conveyed to the Association.

1.7 *Declaration* shall mean the covenants, conditions, restrictions, and all other provisions set forth in this Declaration.

1.8 *Declarant* shall mean and refer to 4M2W, LLC, a Washington limited liability company, and its successors or assigns, or any successor or assign to all or the remainder of its interest in the Property.

1.9 *Foothills Estates* shall mean the Lots and the Tracts as designated on the Plat of Foothills Estates.

1.10 *General Plan of Development* shall mean Declarant's general plan of development of the Property, as approved by appropriate governmental agencies, as may be amended from time to time.

1.11 *Home* shall mean and refer to any portion of a structure situated on a Lot and designed and intended for use and occupancy as a residence by a single family or household.

1.12 *Lot* shall mean and refer to each and any of Lots 1 - 87; provided, however, that *Lot* shall not include the Tracts.

1.13 *Members* shall mean and refer to the Owners of Lots in Foothills Estates.

1.14 *Occupant* shall mean and refer to the occupant of a Home, whether such person is an Owner, a lessee, or any other person authorized by the Owner to occupy the Home.

1.15 *Owner* shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot or a purchaser in possession of a Lot under a land sale contract. The foregoing does not include persons or entities who hold an interest in any Lot merely as security for the performance of an obligation.

1.16 *Plat* shall mean and refer to the Plat of Foothills Estates recorded in the Plat Records of Clark County, Washington, at Book _____, Pages _____, on _____.

1.17 *Property* shall have the meaning attributed to such term in the Recitals of this Declaration.

1.18 *Reserve Account(s)* shall mean and refer to an account set up by the Board to hold funds for construction, improvements or maintenance of the Common Area and the Commonly Maintained Property.

1.19 *Rules and Regulations* shall mean and refer to the documents containing rules and regulations and policies adopted by the Board or the Architectural Review Committee, as may be from time to time amended.

1.20 *Tracts* shall mean and refer to Tracts A and D, as shown on the Plat.

**ARTICLE II.
PROPERTY SUBJECT TO THIS DECLARATION**

2.1 Development. The development of Foothills Estates shall consist of the Property, which shall be held, transferred, sold, conveyed, and occupied subject to this Declaration.

2.2 Right to Annex Additional Property or to Withdraw Property. Declarant reserves the right to annex additional property to or to withdraw property from Foothills Estates. Declarant intends to but is not committed to adding a second 26-Lot addition to Foothills Estates. If and when that is done, those Lots shall fall under and be subject to these CC&R's.

**ARTICLE III.
OWNERSHIP AND EASEMENTS**

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

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

3.3 Ownership of Common Area. Title to any Common Area shall be conveyed to the Association not later than the date of the Turnover Meeting.

DECLARATION OF COVENANTS, CONDITIONS AND
RESTRICTIONS FOR FOOTHILLS ESTATES - 4
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LAW OFFICES OF
LANDERHOLM, MEMOVICH,
LANSVERK & WHITESIDES, P.S.
805 Broadway Street, Suite 1000
P.O. Box 1086
Vancouver, Washington 98666
(360) 696-3312

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

3.4.1 Easements on Plat. The Common Area and Lots are subject to the easements and rights-of-way shown on the Plat.

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

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

3.4.4 Additional Utility and Drainage Easements; Public Walkway Easements. Notwithstanding anything expressed or implied to the contrary, this Declaration shall be subject to all easements granted by Declarant for the installation and maintenance of utilities and drainage facilities necessary for the development of Foothills Estates.

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

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

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

3.4.8 Perimeter Easements Benefiting Owners. Every Owner shall have an easement over that perimeter portion of other Lots that is included within the building setbacks set by applicable ordinances as may be reasonably necessary to reach such Owner's Lot for purposes of exterior maintenance and repair of the Owner's Home and for maintaining the landscaping on the Owner's Lot.

3.5 Declarant's Right to Dedicate Common Area and Grant Easements; Board's Authority After Title Transferred to Association. Declarant reserves the right and power to dedicate and/or convey any portion or all of the Tracts to any governmental body or agency. Thereafter, the Board shall have the same powers reserved to Declarant and may exercise such power upon a two-thirds or greater vote of the Board members at any duly called and held Board meeting. The provisions of this Section 3.5 shall control over any provisions to the contrary contained in any other Section of this Declaration.

ARTICLE IV. LOTS AND HOMES

4.1 Residential Use. Lots shall only be used for residential purposes. Except with the Board's consent no trade, craft, business, profession, commercial, or similar activity of any kind shall be conducted on any Lot, and no goods, equipment, vehicles, materials, or supplies used in connection with any trade, service, or business shall be kept or stored on any Lot. Nothing in this Section 4.1 shall be deemed to prohibit (a) activities relating to the sale of residences, (b) the right of Declarant or any contractor or homebuilder to construct residences on any Lot, to store construction materials and equipment on such Lots in the normal course of construction, and to use any residence as a sales office or model home for purposes of sales in Foothills Estates, and (c) the right of the Owner of a Lot to maintain such Owner's personal business or professional library, keep such Owner's personal business or professional records or accounts, handle such Owner's personal business or professional telephone calls, or confer with business or professional associates, clients, or customers in such Owner's residence. The Board shall not approve commercial activities otherwise prohibited by this Section 4.1 unless the Board determines that only normal residential activities would be observable outside of the residence and that the activities would not be in violation of applicable local government ordinances.

4.2 Design Standards. All single family homes shall be a minimum of one thousand eight hundred (1,800) square feet for a single-story home and two thousand two hundred (2,200) square feet for a two or more story home. No home in Foothills Estates shall exceed the height restricted by the La Center City Code. Construction of a home, including exterior finishes, front and side yard landscaping must be completed within nine (9) months of groundbreaking. Landscaping must be completed within sixty (60) days of completion of a home. Roofing material shall be a minimum twenty-five (25) year architectural composition or better, wood shake, wood shingle or tile. All exterior windows and doors must be trimmed

DECLARATION OF COVENANTS, CONDITIONS AND
RESTRICTIONS FOR FOOTHILLS ESTATES - 6
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LAW OFFICES OF
LANDERHOLM, MEMOVICH,
LANSVERK & WHITESIDES, P.S.
805 Broadway Street, Suite 1000
P.O. Box 1086
Vancouver, Washington 98666
(360) 696-3312

with a minimum of three inch (3") sided trim unless trimmed out by brick or stone. All siding materials shall be either hardiplank or some other cement fibered board or cedar siding. No aluminum, vinyl or T-111 siding shall be allowed on any structure.

All of the above requirements except for the size and height of the homes allows an Owner to submit some other material for approval to the ARC if the Owner can prove that the variation from the requirements is as good or better than the stated requirement.

4.3 Landscaping. Each Owner other than Declarant shall obtain the ARC'S prior approval of all landscaping plans before commencing installation of any landscaping. This Section 4.2 shall apply to Lots with finished Homes being held for sale as well as to other Lots. The water charge for irrigation shall be borne by the Association if connected to the common water system and borne by the individual Owners where the water system is connected to the individual home around which landscaping is installed. Owners shall irrigate their entire yard to keep lawns green and other landscaping fresh. The Association may irrigate from hose bibs connected to individual Homes of Owners who fail to properly irrigate their yards. If plantings on any Lot have died or are dying because the Owner of the Lot neglected to properly care for and irrigate the plants, or because of other harm to the plants caused by such Owner, the Association shall replace the plantings and may assess the Owner for the cost as a Reimbursement Assessment, which may be collected and enforced as any other assessments imposed pursuant to the Declaration and Bylaws. Except for irrigation, the Association may maintain the landscaping in the front yards only.

4.4 Maintenance of Lots and Homes. Each Owner shall maintain such Owner's Lot and all improvements thereon in a clean and attractive condition, in good repair, and in such fashion as not to create a fire hazard. Such maintenance shall include, without limitation, maintenance of windows, doors, garage doors, walks, patios, chimneys, and other exterior improvements and glass surfaces. All repainting or restaining and exterior remodeling shall be subject to prior review and approval by the ARC. Each Owner shall repair damage caused to such Owner's Lot or improvements located thereon by fire, flood, storm, earthquake, riot, vandalism, or other causes within a reasonable period. Insurance purchased by the Association may be used to effect such repairs, subject to the Association's Board of Directors' right to adjust the losses with the Association's insurance carrier.

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

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

DECLARATION OF COVENANTS, CONDITIONS AND
RESTRICTIONS FOR FOOTHILLS ESTATES - 7

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LANSVERK & WHITESIDES, P.S.
805 Broadway Street, Suite 1000
P.O. Box 1086
Vancouver, Washington 98666
(360) 696-3312

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

4.5.3 Tenant Must be Given Documents. The Owner gives each tenant a copy of the Rules and Regulations.

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

4.7 Nuisance. No noxious, harmful, or offensive activities shall be carried out on any Lot or Common Area, nor shall anything be done or placed on any Lot or Common Area that interferes with or jeopardizes the enjoyment of, or that is a source of annoyance to, the Owner or other Occupants.

4.8 Parking. Boats, trailers, commercial vehicles (any vehicle larger than a three-quarter-ton pickup), mobile homes, campers, and other recreational vehicles or equipment ("recreational vehicle"), regardless of weight, shall not be parked on any part of the Common Area or on a public street at any time or for any reason, except for loading or unloading, and (except for those Lots with a recreational vehicle pad in addition to the driveway) may not be parked on any Lot for more than six (6) hours or such other period as may be permitted by the Association Rules and Regulations. The garage on each Lot shall be used to park the occupant's primary passenger vehicle and not to park a recreational vehicle. All recreational vehicles shall be parked either in an additional garage space on an ARC approved vehicle pad or offsite.

4.9 Vehicles in Disrepair. No Owner shall permit any vehicle that is in a state of disrepair or that is not currently licensed to be abandoned or to remain parked on the Common Area or on any street on or adjacent to the Property at any time and may not permit them on a Lot for a period in excess of forty-eight (48) hours. A vehicle shall be deemed in a "state of disrepair" when the Board reasonably determines that its presence offends the occupants of the neighborhood. If an Owner fails to remove such vehicle within five days following the date on which the Association mails or delivers to such Owner a notice directing such removal, the Association may have the vehicle removed from the Property and charge the

expense of such removal to the Owner as a Reimbursement Assessment, which may be collected and enforced as any other assessments imposed pursuant to the Declaration and Bylaws.

4.10 Signs. No signs shall be erected or maintained on any Lot except that not more than one "For Sale" or "For Rent" sign placed by the Owner or by a licensed real estate agent, not exceeding 24 inches (24") high and 36 inches (36") long, may be temporarily displayed on any Lot. The restrictions contained in this Section 4.9 shall not prohibit the temporary placement of "political" signs on any Lot by the Owner or Occupant. Provided, however, political signs shall be removed within three days after the election day pertaining to the subject of the sign. Real estate signs shall be removed within three days after the sale closing date.

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

4.12 Fences and Hedges. No fences or boundary hedges shall be installed to a height in excess of six (6) feet and shall be made to match the aesthetics and quality of the neighborhood perimeter fence and shall be constructed only after prior written approval of the ARC. All such fences and hedges shall have convenient access ways to allow the Association to carry out its exterior maintenance and landscaping responsibilities.

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

4.14 Antennas and Satellite Dishes. Except as otherwise provided by law or this section, no exterior antennas, satellite dishes, microwave, aerial, tower, or other devices for the transmission or reception of television, radio, or other forms of sound or electromagnetic radiation shall be erected, constructed, or placed on any Lot. With prior written consent from the ARC, exterior satellite dishes or antennas with a surface diameter of one meter or less and

antennas designed to receive television broadcast signals only may be placed on any Lot if they are not visible from the street and are screened from neighboring Lots. The Board or ARC may adopt reasonable rules and regulations governing the installation, safety, placement, and screening of such antennas, satellite dishes, and other transmission devices. Such rules shall not unreasonably delay or increase the cost of installation, maintenance, or use or preclude reception of a signal of acceptable quality. (The ARC, in its sole discretion, may determine what constitutes a signal of acceptable quality.) Such rules may prohibit installation of exterior satellite dishes or antennas if signals of acceptable quality can be received by placing antennas inside a Home without causing an unreasonable delay or cost increase.

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

4.16 Basketball Hoops. No Owner may install a permanent basketball hoop on any Lot without the ARC'S prior approval. The ARC may, in its discretion, prohibit such basketball hoops. Basketball hoops shall be prohibited in the Common Area and on any Lot if the area of play is intended to be the street or any Common Area.

4.17 Grades, Slopes, and Drainage. There shall be no interference with the established drainage patterns or systems over or through any Lot within Foothills Estates so as to affect any other Lot or Common Area or any real property outside Foothills Estates unless adequate alternative provision is made for proper drainage and is approved by the ARC. The term *established drainage* shall mean the drainage swales, conduits, inlets, and outlets designed and constructed for Foothills Estates.

4.18 4.17 Damage or Destruction to Home and/or Lot. If all or any portion of a Lot or Home is damaged by fire or other casualty, the Owner shall either (a) restore the damaged improvements or (b) remove all damaged improvements, including foundations, and leave the Lot in a clean and safe condition. Any restoration proceeding under (a) above must be performed so that the improvements are in substantially the same condition in which they existed before the damage, unless the owner complies with the provisions of Article 6. The Owner must (to the extent legally permissible) commence such work within sixty (60) days after the damage occurs and must complete the work within six months thereafter.

4.19 Right of Maintenance and Entry by Association. If an Owner fails to perform maintenance and/or repair that such Owner is obligated to perform pursuant to this Declaration, and if the Board determines, after notice, that such maintenance and/or repair is necessary to preserve the attractiveness, quality, nature, and/or value of Foothills Estates the Board may cause such maintenance and/or repair to be performed and may enter any such Lot whenever entry is necessary in connection with the performance thereof. An Owner may

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805 Broadway Street, Suite 1000
P.O. Box 1086
Vancouver, Washington 98666
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request, and the Board shall conduct, a hearing on the matter. The Owner's request shall be in writing delivered within five days after receipt of the notice, and the hearing shall be conducted within not less than five days nor more than twenty (20) days after the request for a hearing is received. Entry shall be made with as little inconvenience to an Owner as practicable and only after advance written notice of not less than forty-eight (48) hours, except in emergency situations. The costs of such maintenance and/or repair shall be chargeable to the Owner of the Lot as a Reimbursement Assessment, which may be collected and enforced as any other assessments authorized hereunder.

4.20 Association Rules and Regulations. The Board 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 the Common Area as it may deem necessary or appropriate to assure the peaceful and orderly use and enjoyment of the Property and the administration and operation of the Association. A copy of the Rules and Regulations, upon adoption, and a copy of each amendment, modification, or revocation thereof, shall be delivered by the Board promptly to each Owner and shall be binding upon all Owners and occupants of all Lots on the date of delivery or actual notice thereof. The method of adoption of such Rules and Regulations shall be provided in the Bylaws of the Association. Subject to the Board's approval or consent, the ARC may adopt rules and regulations pertinent to its functions.

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

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

4.23 Declarant Exemptions. Declarant shall be exempt from the application of Section 4.9.

ARTICLE V. COMMON AREA

5.1 Use of Common Areas. Use of the Common Area is subject to the provisions of the Declaration, Bylaws, Articles, and the Rules and Regulations adopted by the Board. There shall be no obstruction of any part of the Common Area. Nothing shall be stored or kept in the Common Area without the prior written consent of the Board. No alterations or additions to the Common Area shall be permitted without the prior written consent of the Board. The Common Area owned by the Association consists solely of the Tracts.

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805 Broadway Street, Suite 1000
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There shall be no parking, loading, unloading, or "standing" of any kind or of any type of vehicle on the Common Area for any length of time. The Association shall post "No Parking" signs on the Common Area.

5.2 Maintenance of Common Area. The Association shall be responsible for maintenance, repair, replacement, and upkeep of the Common Area at the equal expense of the Owners of the Lots on which a Home is constructed. The Association shall keep the Common Area in good condition and repair, provide for all necessary services, and cause all acts to be done that may be necessary or proper to assure the maintenance of the Common Area.

5.2.1 Storm Water Facilities. The Foothills Estates Homeowners Association shall be pay the City for the actual costs of maintaining the storm water facilities on the site after the initial two-year monitoring and maintenance period, during which time the Declarant is responsible for maintaining the storm water facilities.

5.2.2 Critical Area Buffer Signs. The Foothills Estates Homeowners Association shall be responsible for the demarcations and signs along the updated boundary of the critical area buffer zone. The Foothills Estates Homeowners Association shall be responsible to perpetually maintain the required signs and physical demarcation boundary and monuments.

5.2.3 Third Party Enforcement. The City of La Center has the right to compel and enforce the Homeowners Association to collect the fees required to maintain the storm water facilities and the physical demarcation and signs along the upland boundary of the critical area buffer. If the City of La Center brings a claim or an action to compel the payment of such fees, the prevailing party shall be entitled to attorney's fees, costs, expert witness fees and any other costs or fees associated with the claim and/or lawsuit, including such fees and costs on appeal.

5.3 Alterations to Common Area. Only the Association shall construct, reconstruct, or alter any improvement located on the Common Area. A proposal for any construction of or alteration, maintenance, or repair to any such improvement may be made at any Board meeting. The Board may adopt a proposal, subject to the limitations contained in the Bylaws, this Declaration; provided, however, no improvements may be made to the Common Area except the construction, repair, and reconstruction of the private streets, utility installations, landscaping, curbs, and sidewalks.

5.4 Funding. Expenditures for alterations, maintenance, or repairs to an existing improvement for which a reserve has been collected shall be made from the Reserve Account. As provided in Section 10.5, the Board may levy a special assessment to fund any construction, alteration, repair, or maintenance of an improvement (or any other portions of

the Common Area) for which no reserve has been collected or for which the Reserve Account is insufficient to cover the cost of the proposed improvement.

5.5 Landscaping. All landscaping on any Lot or on the Common Area shall be maintained and cared for in a manner that is consistent with Declarant's or the ARC'S original approval of such landscaping. Weeds and diseased or dead lawn, tree, groundcover, or shrubs shall be removed and replaced. Lawns shall be neatly mowed and trees and shrubs shall be neatly trimmed. All landscaping shall be irrigated in a horticulturally proper manner, subject to water use restrictions or moratoria by government bodies or agencies in the front yards of the Homes by the Owner. The Owner shall maintain all other portions of the landscaping on their Lot.

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

5.7 Damage or Destruction of Common Area. If all or any portion of the Common Area is damaged or destroyed by an Owner or any of Owner's guests, Occupants, tenants, licensees, agents, or members of Owner's family in a manner that would subject such Owner to liability for such damage under Washington law, such Owner hereby authorizes the Association to repair such damage. The Association shall repair the damage and restore the area in workmanlike manner as originally constituted or as may be modified or altered subsequently by the Association in the discretion of the Board. Reasonable costs incurred in connection with effecting such repairs shall become a special assessment on the Lot and against the Owner who caused or is responsible for such damage.

5.8 Power of Association to Sell, Dedicate, or Transfer Common Area. The Association may sell, dedicate, transfer, grant a security interest in, or grant an easement for installation and maintenance of utilities or for similar purposes with respect to, any portion of the Common Area. Except for grants of easements for utility-related purposes, no such sale, dedication, transfer, or grant of a security interest shall be effective unless approved by 80 percent (80%) of the votes of both Class A and Class B members. Provided further, if there is only one class of votes, such sale, dedication, transfer, or grant of a security interest (other than a grant of an easement for utility-related purposes) must be approved by 80 percent (80%) of the votes held by Owners other than Declarant.

**ARTICLE VI.
ARCHITECTURAL REVIEW COMMITTEE**

6.1 Architectural Review. No improvement shall be commenced, erected, placed, or altered on any Lot until the construction plans and specifications showing the nature, shape, heights, materials, colors, and proposed location of the improvement have been submitted to and approved in writing by the ARC. This Article's purpose is to assure quality of workmanship and materials and harmony between exterior design and the existing improvements and landscaping and as to location with respect to topography and finished grade elevations. The ARC shall not be responsible for determining compliance with structural and building codes, solar ordinances, zoning codes, or other governmental regulations, all of which are the applicant's responsibility. The procedure and specific requirements for review and approval of construction shall be set forth in design guidelines and standards adopted from time to time by the ARC. The provisions of this Article shall apply in all instances in which this Declaration requires the ARC'S consent.

6.2 Architectural Review Committee, Appointment and Removal. Declarant reserves the right to appoint all members of the ARC and all replacements thereto until 100 percent (100%) of the Lots have homes constructed on the Lots and sold to third parties unrelated to Declarant ("Buildout"). The ARC shall consist of no fewer than three (3) members and no more than five (5) members. Each ARC member shall serve for one (1) year. After Buildout, Declarant shall assign to the Board the right to appoint and remove members of the ARC. Board members and persons who are not Owners but who have special expertise regarding the matters that come before the ARC may serve as all or some of the ARC'S members. In the Board's sole discretion, non-Owner members of the ARC may be paid. The Board may appoint itself as the ARC or any of its members to the ARC. If an ARC has not been appointed, the Board shall serve as the ARC.

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

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

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805 Broadway Street, Suite 1000
P.O. Box 1086
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6.5 ARC Decision. The ARC shall render its written decision approving or denying each application submitted to it within fifteen (15) working days after its receipt of all materials required with respect to such application. If the ARC fails to render such written decision within thirty (30) days of its receipt of all required materials or request an extension, the application shall be deemed approved. The ARC shall be entitled to request one or more extensions of time, not to exceed forty-five (45) days. In the event of such extension requests, if the ARC does not render a written decision within fifteen (15) days after the expiration of the extension(s), the application shall be deemed approved. Provided, however, the applicant may agree to further extensions to allow the applicant to complete or supplement the application.

6.6 ARC Discretion. The ARC, at its sole discretion, may withhold consent to any proposed work if the ARC finds the proposed work would be inappropriate for the particular Lot or incompatible with the design standards that the ARC intends for Foothills Estates. The ARC may consider siting, shape, size, color, design, height, solar access, or other effect on the enjoyment of other Lots or the Common Area, and any other factors that it reasonably believes to be relevant in determining whether or not to consent to any proposed work.

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

6.8 Appeal. After Declarant has assigned the right to appoint ARC members to the Board pursuant to Section 6.2, any Owner adversely impacted by ARC action may appeal such action to the Board. Such appealing Owner shall submit to the Board a written notice of appeal, setting forth specific objections or mitigating circumstances justifying the appeal, within ten (10) days after the ARC's action. The Board shall issue a final, conclusive decision within forty-five (45) days after receipt of such notice, and such decision shall be final and binding on the appealing Owner and the ARC. Provided, however, the Board shall make reasonable efforts to reach a decision within twenty (20) days. If the Board is serving as the ARC, then such appeal shall be deemed a request for reconsideration.

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

6.10 Determination of Compliance. The ARC may inspect, from time to time, all work performed and determine whether it is in substantial compliance with the approval granted. If the ARC finds that the work was not performed in substantial conformance with the approval granted, or if the ARC finds that the approval required was not obtained, the

ARC shall notify the Owner in writing of the noncompliance. The notice shall specify the particulars of noncompliance and shall require the Owner to remedy the noncompliance.

6.11 Noncompliance. If the ARC determines that an Owner has not constructed an improvement consistent with the specifications of an ARC approval or has constructed an improvement without obtaining ARC approval, sends a notice of noncompliance to such Owner, and such Owner fails to commence diligently remedying such noncompliance in accordance with such notice, then, effective at 5:00 p.m. on the third day after issuance of such notice, the ARC shall provide notice of a hearing to consider the Owner's continuing noncompliance. The hearing shall be set not more than thirty (30) days from the date on which the notice of noncompliance was issued. At the hearing, if the ARC finds that there is no valid reason for the continuing noncompliance, the ARC shall determine the estimated costs of achieving compliance and may issue a fine against the noncomplying Owner for such amount. The ARC also shall require the Owner to remedy such noncompliance within ten (10) days after the date of the ARC's determination. If the Owner does not comply with the ARC's ruling within such period or any extension thereof granted by the ARC, at its sole discretion, the ARC may remove the noncomplying improvement, remedy the noncompliance, and/or record a notice of noncompliance in the county deed records. The costs of any such action shall be assessed against the Owner as a Reimbursement Assessment either before or after any remedial action is taken.

6.12 Liability. Neither the ARC nor any member thereof shall be directly or indirectly liable to any Owner or Occupant for any damage, loss, or prejudice suffered or claimed on account of any action or failure to act of the ARC or a member thereof, provided only that the ARC or the member has, in accordance with its or his or her actual knowledge, acted in good faith.

6.13 Estoppel Certificate. Within fifteen (15) working days after the ARC's receipt of a written request from an Owner and the ARC's receipt of payment of a reasonable fee fixed by the ARC to cover costs, the ARC shall provide such Owner with a certificate executed by the Chairperson or other authorized member of the ARC certifying with respect to any Lot owned by the Owner, that, as of the date thereof either (a) all improvements made or done upon such Lot comply with this Declaration, or (b) such improvements do not so comply, in which event, the certificate shall also identify the noncomplying improvements and set forth with particularity the nature of such noncompliance. The Owner and such Owner's heirs, devisees, successors, and assigns shall be entitled to rely on the certificate with respect to the matters set forth therein. The certificate shall be conclusive as among Declarant, the ARC, the Association, all Owners, and all persons deriving any interest through any of them.

6.14 Declarant and Successor Exempt from ARC. The Declarant or a successor to all of the unsold Lots shall be exempt from the requirement to submit and have plans

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LANSVERK & WHITESIDES, P.S.
805 Broadway Street, Suite 1000
P.O. Box 1086
Vancouver, Washington 98666
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approved by the ARC. However, the Declarant and its successor shall not be exempt from the provisions of Article 4 of the Declaration, except as set forth in Section 4.23.

**ARTICLE VII.
MEMBERSHIP IN THE ASSOCIATION**

7.1 Members. Each Owner shall be a member of the Association. Membership in the Association shall be appurtenant to, and may not be separated from, ownership of any Lot. Transfer of ownership of a Lot shall automatically transfer membership in the Association. Without any other act or acknowledgment, Occupants and Owners shall be governed and controlled by this Declaration, the Articles, Bylaws, and the Rules and Regulations of the Association and any amendments thereof.

7.2 Proxy. Each Owner may cast such Owner's vote in person, by written ballot, or pursuant to a proxy executed by such Owner. An Owner may not revoke a proxy given pursuant to this Section 7.2 except by actual notice of revocation to the person presiding over a meeting of the Association. A proxy shall not be valid if it is undated or purports to be revocable without notice. A proxy shall terminate eleven (11) months after its date, unless the proxy specifies a shorter term.

7.3 Rights. The Association shall have two classes of voting members:

7.3.1 Class A. Class A members shall be all Owners of Lots other than Declarant, and each Class A member shall be entitled to one vote for each Lot owned with respect to all matters on which Owners are entitled to vote.

7.3.2 Class B. The Class B membership shall be the Declarant, its successors, and its assigns. The Class B member shall have four (4) votes for each Lot owned. The Class B membership shall cease and be converted to a Class A membership on the earlier of the following dates (the "Termination Date"):

7.3.2.1 The date on which ninety-five (95) percent of the total number of Lots in Foothills Estates have been sold and conveyed to Owners other than Declarant; and

7.3.2.2 The date on which Declarant elects in writing to terminate Class B membership.

After the Termination Date, each Owner, including Declarant, shall be entitled to one vote for each Lot owned with respect to all matters on which Owners are entitled to vote, and the total number of votes shall be equal to the total number of Lots subject to this Declaration, initially or through annexation.

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When more than one person or entity owns a Lot, the vote for such Lot may be cast as they shall determine, but in no event shall fractional voting be allowed. Fractional or split votes shall be disregarded, except for purposes of determining a quorum.

7.4 Procedure. All meetings of the Association, the Board, the ARC, and Association committees shall be conducted with such rules of order as may from time to time be adopted by the Board. Notwithstanding which rule of order is adopted, the President shall be entitled to vote on all matters, not merely to break a tie vote. A tie vote does not constitute a majority or approval of any motion or resolution.

**ARTICLE VIII.
MEMBERSHIP IN THE ASSOCIATION**

8.1 Interim Board and Officers. Declarant hereby reserves administrative control of the Association. Declarant, in its sole discretion, shall have the right to appoint and remove members of an interim board (the "Interim Board"), which shall manage the affairs of the Association and be invested with all powers and rights of the Board until the Turnover Meeting (as hereinafter defined). The Interim Board shall consist of from one to three members. Notwithstanding the provision of this Section 8.1, at the Turnover Meeting, at least one Director shall be elected by Owners other than Declarant, even if Declarant otherwise has voting power to elect all three Directors.

8.2 Turnover Meeting. Declarant shall call a meeting for the purposes of turning over administrative control of the Association from Declarant to the Class A members within sixty (60) days following the earlier of the following dates:

8.2.1 Earliest Date. The date on which Lots representing ninety-five percent (95%) of the total number of votes of all Lots in Foothills Estates have been sold and conveyed to persons other than Declarant; and

8.2.2 Optional Turnover. The date on which Declarant has elected in writing to terminate Class 5 membership.

Declarant shall give notice of the Turnover Meeting to each Owner as provided in the Bylaws. If Declarant does not call the Turnover Meeting required under this Section the transitional advisory committee or any Owner may do so.

**ARTICLE IX.
DECLARANT'S SPECIAL RIGHTS**

9.1 General. Declarant is undertaking the work of developing Lots and other improvements within Foothills Estates The completion of the development work and the

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marketing and sale of the Lots is essential to the establishment and welfare of the Property as a residential community. Until the Homes on all Lots on the Property have been constructed, fully completed, and sold, with respect to the Common Area and each Lot on the Property, Declarant shall have the special rights set forth in this Article 9.

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

9.3 Declarant Easements. Declarant reserves easements over the Property as more fully described in Sections 3.4 and 3.5 hereof.

9.4 Additional Improvements. Declarant does not agree to build any improvements not described in this Declaration.

ARTICLE X. FUNDS AND ASSESSMENTS

10.1 Purpose of Assessments; Expenses. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety, aesthetics, and welfare of the Owners and Occupants of Foothills Estates for the improvement, operation, and maintenance of the Common Area and the Commonly Maintained Property, for the administration and operation of the Association, and for property and liability insurance.

10.2 Covenants to Pay. Declarant and each Owner covenant and agree to pay the Association the assessments and any additional charges levied pursuant to this Declaration or the Bylaws. All assessments for operating expenses, repairs and replacement, and reserves shall be allocated among the Lots and their Owners as set forth in Section 10.4.2.

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

10.2.2 Offsets. No offsets against any assessment shall be permitted for any reason, including, without limitation, any claim that the Association is not properly discharging its duties.

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

10.3 Basis of Assessment; Commencement of Assessments. Declarant shall pay all common expenses of the Association until the Lots are assessed for common expenses. The amount and date of commencement of the initial annual assessment to Owners other than Declarant shall be determined by Declarant. In the sole and unfettered discretion of Declarant, Declarant may defer payment of reserves for a Lot until the Lot is conveyed to a third party. However, Declarant may not defer payment of accrued reserves beyond the date of the Turnover Meeting.

10.4 Annual Assessments. Annual assessments for each fiscal year shall be established when the Board approves the budget for that fiscal year. The initial annual assessment shall be determined by Declarant and shall be prorated on a monthly basis at the time of the closing of the first sale from Declarant. For proration purposes, any portion of a month shall count as a full month. Annual assessments shall be payable on a periodic bases, not more frequently than monthly, as determined by the Board. The fiscal year shall be the calendar year unless another year is adopted by vote of the Association members.

10.4.1 Budgeting. Each year the Board shall prepare, approve, and make available to each Member a pro forma operating statement (budget) containing (a) estimated revenue and expenses on an accrual basis; (b) the amount of the total cash reserves of the Association currently available for replacement or major repair of the Common Area and Commonly Maintained Property and for contingencies; (c) an itemized estimate for the remaining life of, and the methods of funding to defray repair, replacement, or additions to major components of such improvements as provided in Section 10.6.2; and (d) a general statement setting forth the procedures used by the Board in the calculation and establishment of reserves to defray the costs of repair, replacement, or additions to major components of the Common Area and the Commonly Maintained Property. Notwithstanding that budgeting shall be done on an accrual basis, the Association's books shall be kept on a cash basis and the Association shall be a cash basis taxpayer, unless applicable governmental regulations require otherwise. For the first fiscal year, the budget shall be approved by the Board no later than the date on which annual assessments are scheduled to commence. Thereafter, the Board shall annually prepare and approve the budget and distribute a copy or summary thereof to each Member, together with written notice of the amount of the annual assessments to be levied against the Owner's Lot, within thirty (30) days after adoption of such budget.

10.4.2 Allocation of Assessments. The total amount in the budget shall be charged against all Lots equally.

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

10.5 Special Assessments. The Board and/or the Owners shall have the power to levy special assessments against an Owner or all Owners in the following manner for the following purposes:

10.5.1 Correct Deficit. To correct a deficit in the operating budget, by vote of a majority of the Board;

10.5.2 Special Obligations of an Owner. To collect amounts due to the Association from an Owner for breach of the Owner's obligations under this Declaration, the Bylaws, or the Rules and Regulations, by vote of a majority of the Board;

10.5.3 Repairs. To collect additional amounts necessary to make repairs or renovations to the Common Area or Commonly Maintained Property if sufficient funds are not available from the operating budget or replacement reserve accounts, by vote of a majority of the Board; or

10.5.4 Capital Improvements. To make capital acquisitions, additions or improvements, by vote of at least eighty percent (80%) of all votes allocated to the Lots.

10.5.5 Reimbursement Assessments. The Association shall levy a reimbursement assessment against any Owner and such Owner's Lot if a failure to comply with this Declaration, Bylaws, Architectural Standards, or any Rules and Regulations has (a) necessitated an expenditure of monies by the Association to effect compliance or (b) resulted in the imposition of a fine or penalty against such Owner or such Owner's Lot (a "Reimbursement Assessment"). A Reimbursement Assessment shall be due and payable to the Association when levied. A Reimbursement Assessment shall not be levied by the Association except on at least 10 days' written notice to the Owner being assessed. If, within said ten (10)-day period, the Owner makes a written request to the Board for a hearing, a hearing shall be held. On request for a hearing, the Board shall conduct it not less than ten (10) nor more than thirty (30) days after the request by the Owner, and shall make its decision within not more than thirty (30) days after the hearing is held. If a notice has been previously given, and the hearing has already been held or waived (in writing or by the Owner's failure to appear) for the violation resulting in the Reimbursement Assessment, no additional notice and hearing is required before levying the Reimbursement Assessment.

10.6 Accounts.

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10.6.1 Types of Accounts. Assessments collected by the Association shall be deposited into at least two (2) separate accounts with a bank, which accounts shall be clearly designated as (a) the Current Operating Account and (b) the Reserve Account. The Board shall deposit those portions of the assessments collected for current maintenance and operation into the Current Operating Account and shall deposit those portions of the assessments collected as reserves for replacement and deferred maintenance of capital improvements into the Reserve Account. Withdrawal of funds for the Association's Reserve Account shall require the signatures of either two (2) Directors or one Director and an officer of the Association who is not a Director. In its books and records, the Association shall account separately for operating expenses relating to the Common Area/Commonly Maintained Property and operating expenses relating to all other matters, as well as for necessary reserves relating to the Common Area/Commonly Maintained Property and necessary reserves relating to all other matters.

10.6.2 Reserve Account. Declarant shall establish a Reserve Account, in the name of the Association, which shall be kept separate from all other funds held by the Association. The Association shall pay out of the Reserve Account only those costs that are attributable to the maintenance, repair, or replacement of Common Area property and Commonly Maintained Property that normally requires replacement, in whole or in part, within three (3) to thirty (30) years and not for regular or periodic maintenance and expenses. No funds collected for the Reserve Account may be used for ordinary current maintenance and operation purposes.

10.6.2.1 Calculation of Reserve Assessment; Reserve Study. The Board of Directors of the Association shall annually conduct a reserve study, or review and update an existing study, of the Common Area and Commonly Maintained Property to determine the reserve account requirements. A reserve account shall be established for those items of the Common Area and Commonly Maintained Property all or part of which will normally require replacement in more than three and less than 30 years, for exterior painting, and for the maintenance, repair, or replacement of other items as may be required under the Declaration or Bylaws or that the Board of Directors, in its discretion, may deem appropriate. The reserve account need not include items that could reasonably be funded from operating assessments. The reserve study shall include:

- a. identification of all items for which reserves are required to be established;
- b. the estimated remaining useful life of each item as of the date of the reserve study;
- c. the estimated cost of maintenance, repair or replacement of each item at the end of its useful life; and

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d. a thirty (30)-year plan with regular and adequate contributions, adjusted by estimated inflation and interest earned on reserves, to meet the maintenance, repair and replacement schedule.

The reserve account assessment shall be allocated pursuant to Section 10.4.2.

10.6.2.2 Loan from Reserve Account. After the Turnover Meeting described in Section 8.2, the Board may borrow funds from the Reserve Account to meet high seasonal demands on the Association's regular operating fund or to meet unexpected increases in expenses. Funds borrowed must be repaid later from assessments if the Board has adopted a resolution, which may be an annual continuing resolution, authorizing the borrowing of funds. Not later than the adoption of the budget for the following year, the Board shall adopt by resolution a written payment plan providing for repayment within a reasonable period.

10.6.2.3 Increase or Reduction, or Elimination of Reserve Account Assessment. At any time after the second year after the Turnover Meeting, future assessment for the Reserve Account may be increased or reduced by the vote of Owners of Lots representing seventy-five percent (75%) of the votes computed in accordance with Section 7.3.

10.6.2.4 Investment of Reserve Account. Nothing in this Section 10.6 prohibits the prudent investment of Reserve Account funds, subject to any constraints imposed by the Board, the Bylaws, or the Rules and Regulations.

10.6.2.5 Refunds of Assessments. Assessments paid into the Reserve Account are the property of the Association and are not refundable to sellers or Owners of Lots. Sellers or Owners of Lots may treat their outstanding share of the Reserve Account's balance as a separate item in the sales contract providing for the conveyance of their Lot.

10.6.3 Current Operating Account. All costs other than those to be paid from the Reserve Account pursuant to Section 10.6.2 may be paid from the Current Operating Account.

10.7 Default in Payment of Assessments, Enforcement of Liens.

10.7.1 Personal Obligation. All assessments properly imposed under this Declaration or the Bylaws shall be the joint and several personal obligation of all Owners of the Lot to which such assessment pertains. In a voluntary conveyance (i.e., one other than through foreclosure or a deed in lieu of foreclosure), the grantees shall be jointly and severally

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liable with the grantors for all Association assessments imposed through the recording date of the instrument effecting the conveyance. A suit for a money judgment may be initiated by the Association to recover such assessments without either waiving or foreclosing the Association's lien.

10.7.2 Association Lien. The Association shall have a lien against each Lot for any assessment (of any type provided for by this Declaration or the Bylaws) or installment thereof that is delinquent. Such lien shall accumulate all future assessments or installments, interest, late fees, penalties, fines, attorney fees (whether or not suit or action is instituted), actual administrative costs, and other appropriate costs properly chargeable to an Owner by the Association, until such amounts are fully paid. Recording of the Declaration constitutes record notice and perfection of the lien. Said lien may be foreclosed at any time pursuant to Washington law. The Association shall record a notice of a claim of lien for assessments and other charges in the deed records of Clark County, Washington, before any suit to foreclose may be filed. The lien of the Association shall be superior to all other liens and encumbrances except property taxes and assessments, any first mortgage, deed of trust or land sale contract recorded before the Association's notice of lien, and any mortgage or deed of trust granted to an institutional lender that is recorded before the Association's notice of lien.

10.7.3 Interest; Fines; Late Fees; Penalties. The Board, in its reasonable discretion, may from time to time adopt resolutions to set the rate of interest and to impose late fees, fines, and penalties on delinquent assessments or for violations of the provisions of this Declaration, the Bylaws, Architectural Standards, and the Rules and Regulations adopted by the Board or the ARC. The adoption of such impositions shall be communicated to all Owners in writing not less than thirty (30) days before the effective date by a notice mailed to the assessment billing address of such Owners. Such impositions shall be considered assessments that are lienable and collectible in the same manner as any other assessments; provided, however, that fines or penalties for violation of this Declaration, the Bylaws, or any rule and regulation, other than late fees, fines, or interest arising from an Owner's failure to pay regular, special, or reimbursement assessments may not be imposed against an Owner or such Owner's Lot until such Owner is given an opportunity for a hearing as elsewhere provided herein.

10.7.4 Acceleration of Assessments. If an Owner is delinquent in payment of any assessment or installment on any assessment, the Association, on not less than ten (10) days' written notice to the Owner, may accelerate the due date of the full annual assessment for that fiscal year and all future installments of any special assessments.

10.7.5 Association's Right to Rents; Receiver. In any foreclosure suit by the Association with respect to such lien, the Association shall be entitled to collect reasonable rent from the defaulting Owner for the use of such Owner's Lot or shall be entitled to the appointment of a receiver.

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**ARTICLE XI.
GENERAL**

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

11.2 Indemnification of Directors, Officers, Employees, and Agents. The Association shall indemnify any Director, officer, employee, or agent who was or is a party or is threatened to be made a party to any threatened, pending, or completed action, suit, or proceeding, whether civil, criminal, administrative, or investigative (other than an action by the Association) by reason of the fact that such person is or was a Director, officer, employee, or agent of the Association or is or was serving at the request of the Association as a Director, officer, employee, or agent of another corporation, partnership, joint venture, trust, or other enterprise, against expenses (including attorney fees), judgments, fines, and amounts paid in settlement actually and reasonably incurred by said person in connection with such suit, action, or proceeding if such person acted in good faith and in a manner that such person reasonably believed to be in, or not opposed to, the best interest of the Association, and, with respect to any criminal action or proceedings, had no reasonable cause to believe that such person's conduct was unlawful. The termination of any action, suit, or proceeding by judgment, order, settlement, conviction, or with a plea of nolo contendere or its equivalent, shall not of itself create a presumption that a person did not act in good faith and in a manner that such person reasonably believed to be in, or not opposed to, the best interest of the Association, and, with respect to any criminal action or proceedings, had reasonable cause to believe that such person's conduct was unlawful. Payment under this clause may be made during the pendency of such claim, action, suit, or proceeding as and when incurred, subject only to the right of the Association to reimbursement of such payment from such person, should it be proven at a later time that such person had no right to such payments. All persons who are ultimately held liable for their actions on behalf of the Association as a Director, officer, employee, or agent shall have a right of contribution over and against all other Directors, officers, employees, or agents and members of the Association who participated with or benefited from the acts that created said liability.

11.3 Enforcement; Attorney Fees. The Association and the Owners and any mortgagee holding an interest on a Lot shall have the right to enforce all of the covenants,

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conditions, restrictions, reservations, easements, liens, and charges now or hereinafter imposed by any of the provisions of this Declaration as may appertain specifically to such parties or Owners by any proceeding at law or in equity. Failure by either the Association or by any Owner or mortgagee to enforce any covenant, condition, or restriction herein contained shall in no event be deemed a waiver of their right to do so thereafter. In the event suit or action is commenced to enforce the terms and provisions of this Declaration (including without limitations, for the collection of assessments), the prevailing party shall be entitled to its actual administrative costs incurred because of a matter or event that is the subject of the suit or action, attorney fees and costs in such suit or action to be fixed by the trial court, and in the event of an appeal, the cost of the appeal, together with reasonable attorney fees, to be set by the appellate court. In addition thereto, the Association shall be entitled to its reasonable attorney fees and costs incurred in any enforcement activity or to collect delinquent assessments, together with the Association's actual administrative costs, whether or not suit or action is filed.

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

11.5 Duration. The covenants, conditions, and restrictions of this Declaration shall run with and bind the land for a term of thirty-five (35) years from the date of this Declaration being recorded, after which time they shall be automatically extended for successive periods of ten (10) years, unless rescinded by a vote of at least ninety percent (90%) of the Owners and ninety percent (90%) of the first mortgagees; provided, however, that amendments that do not constitute rescission of the planned community may be adopted as provided in Section 11.6 and that if any of the provisions of this Declaration would violate the rule against perpetuities or any other limitation on the duration of the provisions herein contained imposed by law, then such provision shall be deemed to remain in effect only for the maximum period permitted by law.

11.6 Amendment. Except as otherwise provided in Section 11.5, and the restrictions set forth elsewhere herein, this Declaration may be amended at any time by an instrument approved by not less than seventy-five percent (75%) of the total votes of each class of members that are eligible to vote. Any amendment must be executed, recorded, and certified as provided by law; provided, however, that no amendment of this Declaration shall effect an amendment of the Bylaws or Articles without compliance with the provisions of such documents, and the Washington Nonprofit Corporation Act and that no amendment affecting the general plan of development or any other right of Declarant herein contained may be effected without the express written consent of Declarant or its successors and assigns, including, without limitation, amendment of this Section 11.6.

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11.7 Release of Right of Control. Declarant may give up its right of control in writing at any time by notice to the Association.


11.8 Unilateral Amendment by Declarant. In addition to all other special rights of Declarant provided in this Declaration, Declarant may amend this Declaration in order to comply with the requirements of the Federal Housing Administration of the United States, the Federal National Mortgage Association, the Government National Mortgage Association, the Federal Home Mortgage Loan Corporation, any department, bureau, board, commission, or agency of the United States or the State of Washington, or any other state in which the Lots are marketed and sold, or any corporation wholly owned, directly or indirectly, by the United States or the State of Washington, or such other state, the approval of which entity is required in order for it to insure, guarantee, or provide financing in connection with development of the Property and sale of Lots. Before the Turnover Meeting, no such amendment shall require notice to or approval by any Class A member.

11.9 Resolution of Document Conflicts. In the event of a conflict among any of the provisions in the documents governing Foothills Estates, such conflict shall be resolved by looking to the following documents in the order shown below:

IN WITNESS WHEREOF, Declarant has executed this instrument this _____ day of _____, 2007.

DECLARANT:

4M2W, LLC, dba THE PAUL MOODY
DEVELOPMENT COMPANY, a Washington
limited liability company


By: Christopher J Wall
Its: Partner

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STATE OF WASHINGTON)
) ss.
County of Clark)

I certify that I know or have satisfactory evidence that Christopher J. Moody signed this instrument, on oath stated that he was authorized to execute this instrument and acknowledged it as the partner of 4M2W, LLC dba The Paul Moody Development Company, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED: November 21, 2007.



Linda N. Gill
NOTARY PUBLIC for the State of Washington,
Residing in the County of Clark
My Commission Expires: 5-28-2008

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EXHIBIT A

Phase 1 of Foothills Estates

SW 1/4 , SEC 34, T5N; R1E, WM

Assessor's Numbers: 258894-000; 258896-000; 258963-000; 258943-000; and 258969-000

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EXHIBIT B

Phase II of Foothills Estates

#3 SEC 34 T5NR1EWM 6.74A BAAP 603.90 FT W & N01-43-42E 264 FT FRM 1/4 COR POST ON S LI OF SD SEC 34 SD PT ALSO BG SW COR OF TT CVYD TO J A LARSEN ETUX D49984 TH CONTG N01-43-42E ALG W LI OF SD LARSEN TT 620.73 FT TO NW COR THOF TH S88-31-51E ALG N LI OF LARSEN TT 561.53 FT M/L TO CNTR OF LACENTER NORTH FORK RD TH S20-29-40 W ALG C/L OF SD RD 644.95 FT M/L TO NE COR OF TT CVYD TO J D LARSEN ETUX PER G68076 TH N88-31-51W ALG N LI OF SD J D LARSEN TT 189.04 FT M/L TO NW COR THOF TH S01-43-42W ALG W LI OF J D LARSEN TT 11 FT TO NE COR OF TT CVYD TO M A CHICKS PER D41721 TH N88-31-51W ALG N LI OF SD CHICKS TT 165 FT TO POB.

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