LALONDE WEST COTTAGE SUBDIVISION

REPLAT OF LOT 7 OF LALONDE'S PARKSIDE II SHORT PLAT (3-822) IN A PORTION OF THE SE 1/4 AND THE SW 1/4 OF THE SE 1/4 OF SECTION 36 T. 3 N., R. 1 E., W.M CLARK COUNTY WASHINGTON. SHEET 1 OF 3

T3N, R1E, W.M. — 36

NOTES

1. PRIOR TO ISSUANCE OF OCCUPANCY PERMITS, SIDEWALKS SHALL BE CONSTRUCTED ALONG ALL THE RESPECTIVE LOT FRONTAGES.
2. AN EASEMENT IS HEREBY RESERVED UNDER AND UPON ALL TRACTS AND THE EXTERIOR SIX (6) FEET ON ALL BOUNDARY LINES OF THE LOTS ADJACENT TO PUBLIC/PRIVATE ROADS, TRACTS, AND SIX (6) FEET ADJACENT TO THE PRIVATE DRIVEWAY/ UTILITY EASEMENTS FOR THE INSTALLATION, CONSTRUCTION, RENEWING, OPERATING AND MAINTAINING ELECTRIC, TELEPHONE, TV, CABLE, WATER AND SANITARY SEWER SERVICES. ALL LOTS CONTAINING PAD MOUNT TRANSFORMERS ARE SUBJECT TO THE MINIMUM CLEARANCES AS DEFINED BY CLARK PUBLIC UTILITIES CONSTRUCTION STANDARDS. ALL PROPOSED BUILDING DESIGNS ON THESE LOTS MUST PROVIDE ADEQUATE CLEARANCE FOR ALL COMBUSTIBLE MATERIALS. ALSO, A SIDEWALK EASEMENT, AS NECESSARY TO COMPLY WITH ADA SLOPE REQUIREMENTS, SHALL BE RESERVED UPON THE EXTERIOR SIX (6) FEET ALONG THE FRONT BOUNDARY LINES OF ALL LOTS AND TRACTS ADJACENT TO PUBLIC STREETS.
3. NO DIRECT ACCESS IS ALLOWED ONTO NE 99TH STREET.
4. ALL RESIDENTIAL DRIVEWAY APPROACHES ENTERING PUBLIC ROADS ARE REQUIRED TO COMPLY WITH CCC 40.350.
5. THE FOLLOWING PARTY(S) IS RESPONSIBLE FOR LONG-TERM MAINTENANCE OF THE PRIVATELY OWNED STORM WATER FACILITIES: LALONDE WEST HOMEOWNERS ASSOCIATION.
6. ROOF AND CRAWL SPACE DRAINS SHALL BE INSTALLED IN ACCORDANCE WITH THE APPROVED AS-BUILT PLANS, UNLESS A REVISED PLAN IS APPROVED BY THE COUNTY. THESE STORM WATER SYSTEMS WILL BE OWNED AND MAINTAINED BY THE PROPERTY OWNER ON WHOSE LOT THE STORM WATER SYSTEM IS LOCATED.
7. IF ANY CULTURAL RESOURCES AND/OR HUMAN REMAINS ARE DISCOVERED IN THE COURSE OF UNDERTAKING THE DEVELOPMENT ACTIVITY, THE DEPARTMENT OF ARCHAEOLOGY AND HISTORIC PRESERVATION IN THE OLYMPIA AND CLARK COUNTY COMMUNITY DEVELOPMENT SHALL BE NOTIFIED. FAILURE TO COMPLY WITH THESE STATE REQUIREMENTS MAY CONSTITUTE A CLASS C FELONY, SUBJECT TO IMPRISONMENT AND/OR FINES.
8. ALL DWELLINGS CRATED IN THIS DEVELOPMENT WILL PRODUCE IMPACTS ON SCHOOLS, PARKS, AND TRAFFIC AND RELATED SYSTEM AND FACILITIES. ACCORDINGLY, EACH NEW DWELLING UNIT SHALL PAY THE BATTLE GROUND SCHOOL IMPACT FEE (SIF), PARK DISTRICT 8 IMPACT FEE (PIF), AND HAZEL DELL TRAFFIC IMPACT FEE (TIF) AT THE TIME OF BUILDING PERMIT ISSUANCE PURSUANT TO CCC CH. 40.610. THE CURRENT IMPACT FEE AMOUNTS ARE SUBJECT TO CHANGE, AND PURSUANT TO CCC 40.610.040, IMPACT FEES ARE CALCULATED AND PAID USING THE RATES IN EFFECT AT THE TIME BUILDING PERMITS ARE ISSUED.
9. 27' PRIVATE ROAD AND UTILITY EASEMENT IS HERE BY ESTABLISHED OVER UNDER AND ACROSS TRACT "D" FOR THE BENEFIT OF LOTS 11 AND 12 AND SHALL BE MAINTAINED BY LOTS 11 AND 12 EQUALLY. WITH A ACCESS AND SANITARY SEWER EASEMENT GRANTED TO CLARK REGIONAL WASTEWATER DISTRICT OVER THE ENTIRETY OF TRACT "D" AND A WATER EASEMENT TO CLARK PUBLIC UTILITIES. ALSO AN ACCESS EASEMENT GRANTED TO PARCEL 189819000 WITH THIS PLAT.
10. OPEN SPACE TRACT "C" IS GRANTED AND CONVEYED TO THE LALONDE WEST COTTAGE HOMEOWNERS ASSOCIATION WITH THIS PLAT TO BE MAINTAINED BY THE LALONDE WEST COTTAGE HOMEOWNERS ASSOCIATION.
11. 46' RIGHT-OF-WAY DEDICATED TO CLARK COUNTY WITH THIS PLAT.
12. OPEN SPACE TRACT "E" IS GRANTED AND CONVEYED TO THE LALONDE WEST COTTAGE HOMEOWNERS ASSOCIATION WITH THIS PLAT TO BE MAINTAINED BY THE LALONDE WEST COTTAGE HOMEOWNERS ASSOCIATION. WITH A PRIVATE SEWER UTILITY EASEMENT GRANTED TO LOTS 25-34 OVER TRACT "E" WITH THIS PLAT.
13. 20' PRIVATE DRIVEWAY AND UTILITY EASEMENT IS HEREBY ESTABLISHED OVER UNDER AND ACROSS LOT 13, AND 14 FOR THE BENEFIT OF LOTS 13, 14, AND 15 AND OPEN TRACT "B" AND SHALL BE MAINTAINED BY LOTS 13, 14, AND 15 EQUALLY, WITH A SANITARY SEWER EASEMENT GRANTED TO CLARK REGIONAL WASTEWATER DISTRICT.
14. CLARK COUNTY HAS NO RESPONSIBILITY TO IMPROVE OR MAINTAIN THE PRIVATE ROADS CONTAINED WITHIN OR PRIVATE ROADS PROVIDING ACCESS TO THE PROPERTY DESCRIBED IN THIS DEVELOPMENT. ANY PRIVATE ACCESS STREET SHALL REMAIN PRIVATE STREET UNLESS IT IS UPGRADED TO PUBLIC STREET STANDARDS AT THE EXPENSE OF THE DEVELOPER OR ABUTTING LOT OWNERS TO INCLUDE HARD SURFACE PAVING AND IS ACCEPTED BY THE COUNTY FOR PUBLIC OWNERSHIP AND MAINTENANCE.
15. OPEN SPACE TRACT "A" IS GRANTED AND CONVEYED TO THE LALONDE WEST COTTAGE HOMEOWNERS ASSOCIATION WITH THIS PLAT TO BE MAINTAINED BY THE LALONDE WEST COTTAGE HOMEOWNERS ASSOCIATION.WITH A ACCESS AND INGRESS AND EGRESS EASEMENT GRANTED TO PARCEL 189819000.
16. 20' PRIVATE DRIVEWAY AND UTILITY EASEMENT IS HERE BY ESTABLISHED OVER UNDER AND ACROSS TRACT "B" FOR THE BENEFIT OF LOTS 13, 14 AND 15 AND SHALL BE MAINTAINED BY LOTS 13, 14 AND 15 EQUALLY. WITH A SANITARY SEWER EASEMENT GRANTED TO CLARK REGIONAL WASTEWATER DISTRICT. WITH A ACCESS EASEMENT GRANTED TO CLARK REGIONAL WASTE WATER DISTRICT OVER THE ENTIRETY OF TRACT "B" WITH THIS PLAT.
17. 15' SANITARY SEWER EASEMENT GRANTED AND CONVEYED TO CLARK REGIONAL WASTEWATER DISTRICT WITH THIS PLAT.
18. SANITARY SEWER EASEMENT WIDTH VARIES GRANTED AND CONVEYED TO CLARK REGIONAL WASTEWATER DISTRICT WITH THIS PLAT.
19. NE 457H COURT PRIVATE IS GRANTED AND CONVEYED TO THE LALONDE COURT SUBDIVISION HOMEOWNERS ASSOCIATION WITH THIS PLAT AND SHALL BE MAINTAINED BY THE LALONDE COURT SUBDIVISION HOMEOWNERS ASSOCIATION. WITH A EASEMENT GRANTED TO CLARK REGIONAL WASTEWATER DISTRICT FOR INGRESS AND EGRESS AND CLARK PUBLIC UTILITIES OVER NE LALONDE COURT PRIVATE.

SURVEY REFERENCES:

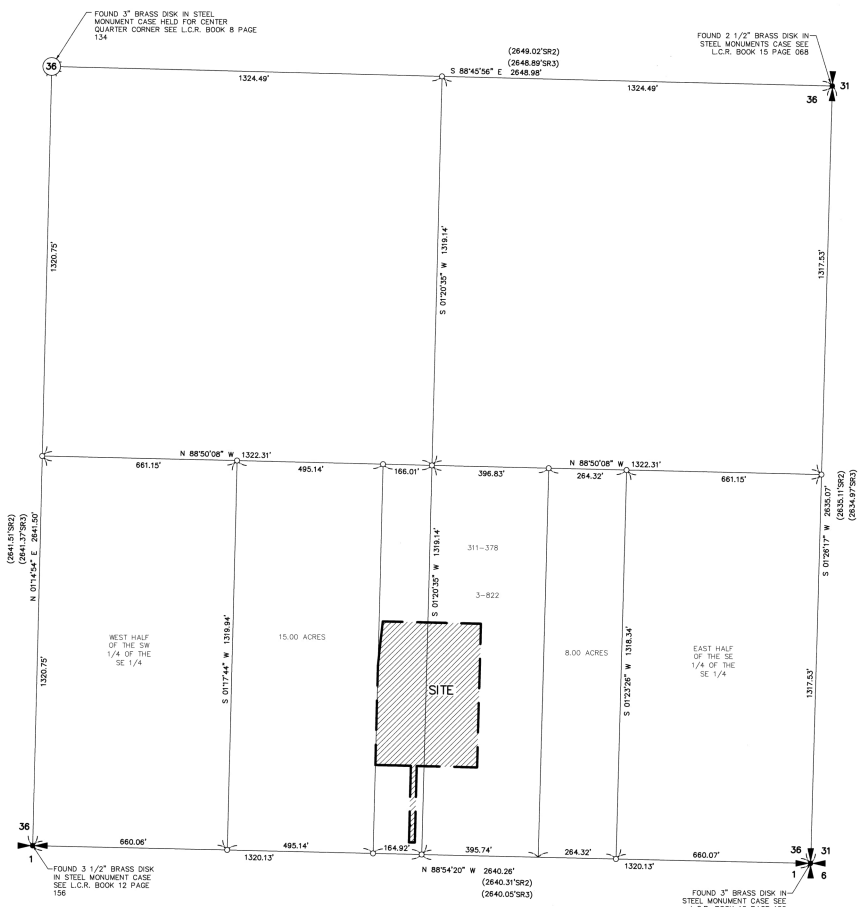
S1) LALONDE'S PARKSIDE II SHORT PLAT BOOK 3, PAGE 822
S2) LALONDE'S PARKSIDE BOOK 311, PAGE 378
S3) CARL BESEDA SURVEY BOOK 61, PAGE 65
S4) ROBERT SMITH BOOK 60, PAGE 60
S5) MONTEITH SURVEY BOOK 40, PAGE 160
S6) LALONDE PARK SUBDIVISION AND COTTAGES PHASE 1 312-232
S7) MAGNOLIA COTTAGES SHORT PLAT BOOK 4 PAGE 346
S8) DOVE COURT BOOK "J" PAGE 190
S9) SHERWOOD PLACE BOOK 311 PAGE 450
S10) WALNUT ESTATES BOOK "H" PAGE 897

DEED REFERENCE:

1) GRANTOR: DONALD SKAGGS AND ELIZABETH SKAGGS
GRANTEE: RVHB, LLC
STATUTORY WARRANTY DEED
AF# 6057740
DATED: (06-24-2022)

MINISTER AND GLAESER SURVEYING, INC. MAKES NO WARRANTIES AS TO MATTERS OF UNWRITTEN TITLE SUCH AS ADVERSE POSSESSION, ACQUIESCENCE, ESTOPPLE, ETC.

A FIELD TRAVERSE WAS PERFORMED USING A THREE SECOND TOTAL STATION. THE FIELD TRAVERSE MET THE MINIMUM STANDARDS FOR SURVEYS AS DESIGNATED IN WAC 332-130-090. ALL CORNERS NOTED AS FOUND WERE VISITED ON 12-14-22.



LEGEND:

( ) INDICATES RECORD DATA
L.C.R. INDICATES LAND CORNER RECORD
O INDICATES CALCULATED POSITION
INDICATES MONUMENTS FOUND AS NOTED

200 100 0 200 300 400
SCALE 1 INCH = 200 FEET

ACKNOWLEDGMENT:

STATE OF WASHINGTON
COUNTY OF CLARK

I CERTIFY THAT I KNOW OR HAVE SATISFACTORY EVIDENCE THAT DAVID ALLAN DENNY IS THE PERSON WHO APPEARED BEFORE ME, AND SAID PERSON ACKNOWLEDGED THAT (HE/SHE) SIGNED THIS INSTRUMENT AND ACKNOWLEDGED IT TO BE (HIS/HER) FREE AND VOLUNTARY ACT FOR THE USES AND PURPOSES MENTIONED IN THE INSTRUMENT.

WITNESS MY HAND AND SEAL HERETO AFFIXED ON THIS 31st DAY OF October 2024

SIGNED
NOTARY PUBLIC IN AND FOR THE STATE OF WASHINGTON
RESIDING IN Ridgefield
MY COMMISSION EXPIRES 06-29-2025
PRINT NOTARY NAME Deanna K. Haake

DEANNA K. HAAKE
NOTARY PUBLIC #166692
STATE OF WASHINGTON
COMMISSION EXPIRES
JUNE 29, 2025

ACKNOWLEDGMENT:

STATE OF WASHINGTON
COUNTY OF CLARK

SIGNED OR ATTESTED BEFORE ME ON 10-31-2024 BY Joe Bafford
MANAGER OF RVHB LLC, A WASHINGTON LIMITED LIABILITY COMPANY

I CERTIFY THAT I KNOW OR HAVE SATISFACTORY EVIDENCE THAT Joe Bafford IS THE PERSON WHO APPEARED BEFORE ME, AND SAID PERSON ACKNOWLEDGED THAT (HE/SHE) SIGNED THIS INSTRUMENT AND ACKNOWLEDGED IT TO BE (HIS/HER) FREE AND VOLUNTARY ACT FOR THE USES AND PURPOSES MENTIONED IN THE INSTRUMENT.

WITNESS MY HAND AND SEAL HERETO AFFIXED ON THIS 31st DAY OF October 2024

SIGNED
NOTARY PUBLIC IN AND FOR THE STATE OF WASHINGTON
RESIDING IN Ridgefield
MY COMMISSION EXPIRES 06-29-2025
PRINT NOTARY NAME Deanna K. Haake

DEANNA K. HAAKE
NOTARY PUBLIC #166692
STATE OF WASHINGTON
COMMISSION EXPIRES
JUNE 29, 2025

DAVID ALLAN DENNY — STATE OF WASHINGTON — 35477 — REGISTERED PROFESSIONAL LAND SURVEYOR
10-31-2024

BASIS OF BEARINGS: N88°54'20"W ALONG THE SOUTH LINE OF SE 1/4 OF SECTION 36 BETWEEN FOUND MONUMENTS.ASSUMED

CLARK COUNTY PLANNING DIRECTOR:

APPROVED BY: Brent Davis (KS) PLANNING DIRECTOR — 11/6/2024 DATE

CLARK COUNTY ASSESSOR:

THIS PLAT MEETS THE REQUIREMENTS OF RCW 58.17.170, LAWS OF WASHINGTON, 1981, TO BE KNOWN AS LALONDE WEST COTTAGE SUBDIVISION
PLAT NO. 6215417 CLARK COUNTY, WASHINGTON.

CLARK COUNTY ASSESSOR — 11-7-2024 DATE

CLARK COUNTY MANAGER:

APPROVED AND ACCEPTED BY THE COUNTY MANAGER, CLARK COUNTY, WASHINGTON, THIS 6th DAY OF November, 2024

CLARK COUNTY MANAGER

CLARK COUNTY ENGINEER:

Ken Lader (KS) CLARK COUNTY ENGINEER — 11/6/2024 DATE

CLARK COUNTY HEALTH DEPARTMENT:

LOTS 1 THRU 41 ARE APPROVED. AN APPROVED PUBLIC WATER SUPPLY AND PUBLIC SANITARY SEWER SYSTEM ARE REQUIRED.

Salvador Rafa-Chavez (KS) CLARK COUNTY HEALTH OFFICER — 11/6/2024 DATE

AUDITOR'S CERTIFICATE:

FILED FOR RECORD THIS 7th DAY OF November, 2024 AT 9:16 AM/PM
IN BOOK 312 OF PLATS, AT PAGE 328
AT THE REQUEST OF BRIDGER HOMES
AUDITOR'S FILE NUMBER 6215417

Greg Kimsey by Lynda C. Coleman
CLARK COUNTY AUDITOR

SURVEYOR'S CERTIFICATE:

I, DAVID A DENNY, A PROFESSIONAL SURVEYOR, DO HEREBY CERTIFY THAT THIS PLAT OF "LALONDE WEST COTTAGE SUBDIVISION" CORRECTLY REPRESENTS A SURVEY AND SUBDIVISION OF SECTION 31 TOWNSHIP 3 NORTH, RANGE 2 EAST, WILLAMETTE MERIDIAN, MADE BY ME OR UNDER MY DIRECTION IN CONFORMANCE WITH THE REQUIREMENTS OF THE SURVEY RECORDING ACT, AND THE WASHINGTON UNIFORM COMMON INTEREST OWNERSHIP ACT; THAT THE DISTANCES, COURSES, AND ANGLES ARE SHOWN HEREON CORRECTLY AND THAT MONUMENTS AND LOT CORNERS HAVE BEEN SET ON THE GROUND AS SHOWN ON THE PLAT.

DAVID ALLAN DENNY, PROFESSIONAL LAND SURVEYOR, PLS NO. 35477 — 10-31-2024 DATE

DECLARANT DECLARATION:

THE UNDERSIGNED OWNER OR OWNERS OF THE INTEREST IN THE REAL ESTATE DESCRIBED HEREIN HEREBY DECLARE THIS MAP AND DEDICATE THE SAME FOR A COMMON INTEREST COMMUNITY NAMED "LALONDE WEST COTTAGE SUBDIVISION", A PLAT COMMUNITY ASSOCIATION, AS THAT TERM IS DEFINED IN THE WASHINGTON UNIFORM COMMON INTEREST OWNERSHIP ACT, SOLELY TO MEET THE REQUIREMENTS OF THE WASHINGTON UNIFORM COMMON INTEREST OWNERSHIP ACT AND NOT FOR ANY PUBLIC PURPOSE. THIS MAP AND ANY PORTION THEREOF IS RESTRICTED BY LAW AND THE DECLARATION FOR LALONDE WEST COTTAGE SUBDIVISION, RECORDED UNDER CLARK COUNTY RECORDING NO. 6215418.

BY: Joe Bafford PRINTED — SIGNED — CFO TITLE — 10-31-2024 DATE

MINISTER-GLAESER SURVEYING INC.
2200 E. EVERGREEN BLVD.
VANCOUVER, WA 98661
(360) 694-3313

SCALE: 1"=200'
JOB NO. 22-520
DATE: 10-31-2024
CALC BY: DAD
DRAWN BY: AAD
CHECKED BY: DAD
SHEET 1 OF 3

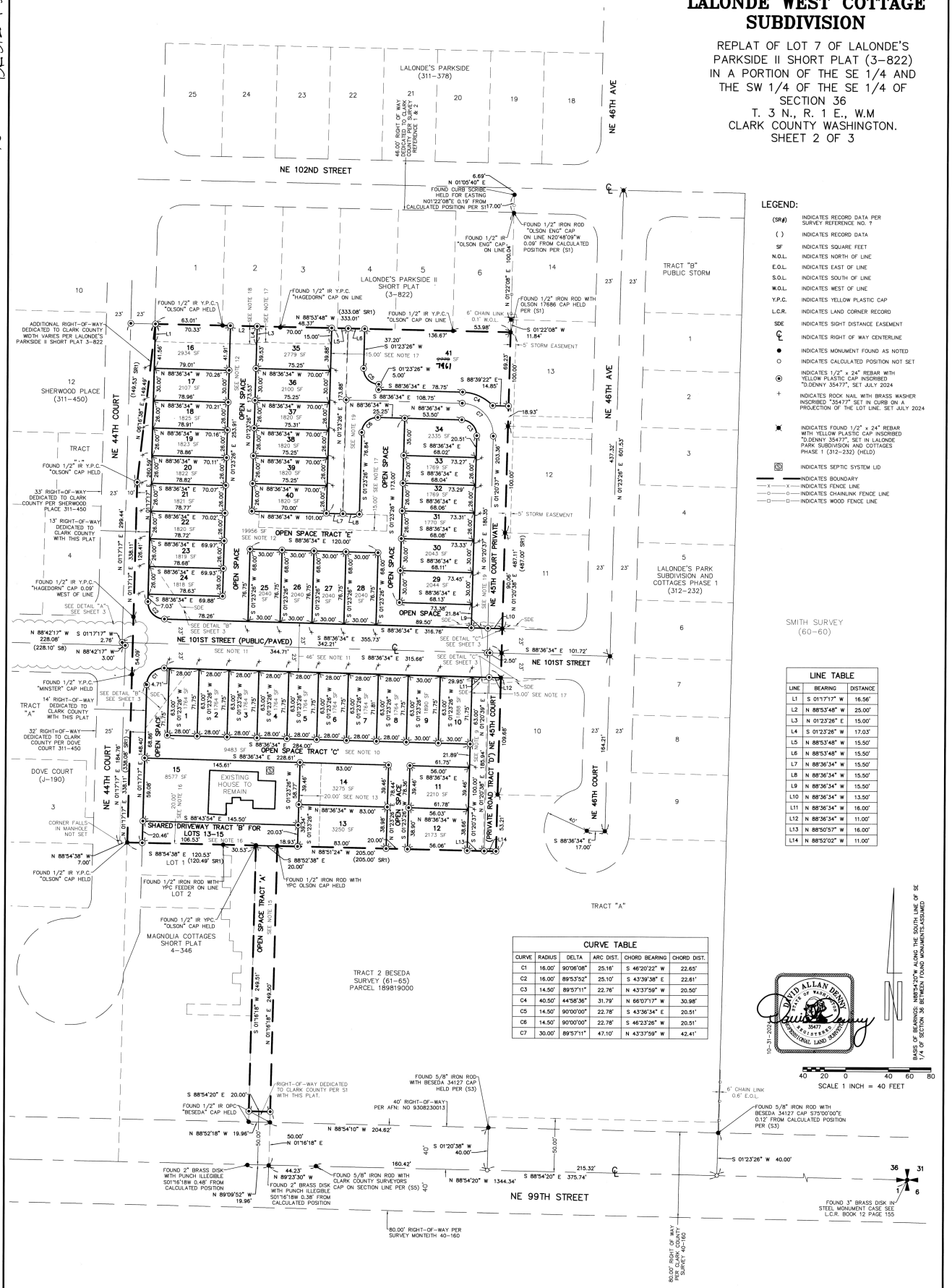
DRAWING FILE: 22520-FINAL-PLAT.DWG

2/3 BK 312 PG 28

LALONDE WEST COTTAGE SUBDIVISION

REPLAT OF LOT 7 OF LALONDE'S PARKSIDE II SHORT PLAT (3-822) IN A PORTION OF THE SE 1/4 AND THE SW 1/4 OF THE SE 1/4 OF SECTION 36 T. 3 N., R. 1 E., W.M CLARK COUNTY WASHINGTON. SHEET 2 OF 3

2/3 BK 312 PG 28



LEGEND:

(SR#)	INDICATES RECORD DATA PER SURVEY REFERENCE NO. ?
( )	INDICATES RECORD DATA
SF	INDICATES SQUARE FEET
N.O.L.	INDICATES NORTH OF LINE
E.O.L.	INDICATES EAST OF LINE
S.O.L.	INDICATES SOUTH OF LINE
W.O.L.	INDICATES WEST OF LINE
Y.P.C.	INDICATES YELLOW PLASTIC CAP
L.C.R.	INDICATES LAND CORNER RECORD
SDE	INDICATES SIGHT DISTANCE EASEMENT
℄	INDICATES RIGHT OF WAY CENTERLINE
●	INDICATES MONUMENT FOUND AS NOTED
○	INDICATES CALCULATED POSITION NOT SET
⊙	INDICATES 1/2" x 24" REBAR WITH YELLOW PLASTIC CAP INSCRIBED "D.DENNY 35477", SET JULY 2024
+	INDICATES ROCK NAIL WITH BRASS WASHER INSCRIBED "35477" SET IN CURB ON A PROJECTION OF THE LOT LINE. SET JULY 2024
✱	INDICATES FOUND 1/2" x 24" REBAR WITH YELLOW PLASTIC CAP INSCRIBED "D.DENNY 35477", SET IN LALONDE PARK SUBDIVISION AND COTTAGES PHASE 1 (312-232) (HELD)
⊠	INDICATES SEPTIC SYSTEM LID
———	INDICATES BOUNDARY
—x—x—	INDICATES FENCE LINE
—o—o—	INDICATES CHAINLINK FENCE LINE
—□—□—	INDICATES WOOD FENCE LINE

LINE TABLE

LINE	BEARING	DISTANCE
L1	S 01°17'17" W	16.56'
L2	N 88°53'48" W	25.00'
L3	N 01°23'26" E	15.00'
L4	S 01°23'26" W	17.03'
L5	N 88°53'48" W	15.50'
L6	N 88°53'48" W	15.50'
L7	N 88°36'34" W	15.50'
L8	N 88°36'34" W	15.50'
L9	N 88°36'34" W	15.50'
L10	N 88°36'34" W	13.50'
L11	N 88°36'34" W	16.00'
L12	N 88°36'34" W	11.00'
L13	N 88°50'57" W	16.00'
L14	N 88°52'02" W	11.00'

CURVE TABLE

CURVE	RADIUS	DELTA	ARC DIST.	CHORD BEARING	CHORD DIST.
C1	16.00'	90°06'08"	25.16'	S 46°20'22" W	22.65'
C2	16.00'	89°53'52"	25.10'	S 43°39'38" E	22.61'
C3	14.50'	89°57'11"	22.76'	N 43°37'59" W	20.50'
C4	40.50'	44°58'36"	31.79'	N 66°07'17" W	30.98'
C5	14.50'	90°00'00"	22.78'	S 43°36'34" E	20.51'
C6	14.50'	90°00'00"	22.78'	S 46°23'26" W	20.51'
C7	30.00'	89°57'11"	47.10'	N 43°37'59" W	42.41'

BASIS OF BEARINGS: N88°54'20"W ALONG THE SOUTH LINE OF SE 1/4 OF SECTION 36 BETWEEN FOUND MONUMENTS,ASSUMED

10-31-2024

SURVEY REFERENCES:

S1) LALONDE'S PARKSIDE II SHORT PLAT BOOK 3, PAGE 822
S2) LALONDE'S PARKSIDE BOOK 311, PAGE 378
S3) CARL BESEDA SURVEY BOOK 61, PAGE 65
S4) ROBERT SMITH BOOK 60, PAGE 60
S5) MONTEITH SURVEY BOOK 40, PAGE 160
S6) LALONDE PARK SUBDIVISION AND COTTAGES PHASE 1 312-232
S7) MAGNOLIA COTTAGES SHORT PLAT BOOK 4 PAGE 346
S8) DOVE COURT BOOK "J" PAGE 190
S9) SHERWOOD PLACE BOOK 311 PAGE 450
S10) WALNUT ESTATES BOOK "H" PAGE 897

DEED REFERENCE:

1) GRANTOR: DONALD SKAGGS AND ELIZABETH SKAGGS
GRANTEE: RVHB, LLC
STATUTORY WARRANTY DEED
AF# 6057740
DATED: (06-24-2022)

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A FIELD TRAVERSE WAS PERFORMED USING A THREE SECOND TOTAL STATION. THE FIELD TRAVERSE MET THE MINIMUM STANDARDS FOR SURVEYS AS DESIGNATED IN WAC 332-130-090. ALL CORNERS NOTED AS FOUND WERE VISITED ON 12-14-22.

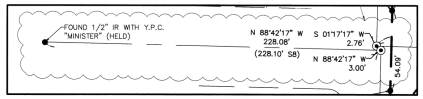
MINISTER-GLAESER SURVEYING INC.
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(360) 694-3313

SCALE:	1"=40'
JOB NO.	22-520
DATE:	10-31-2024
CALC BY:	DAD
DRAWN BY:	AAD
CHECKED BY:	DAD
SHEET	2 OF 3

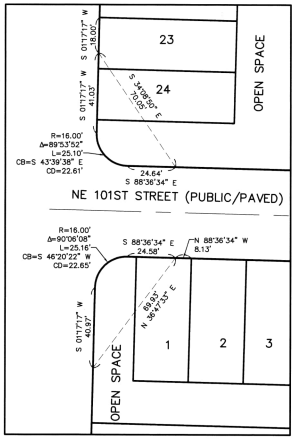
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LALONDE WEST COTTAGE SUBDIVISION

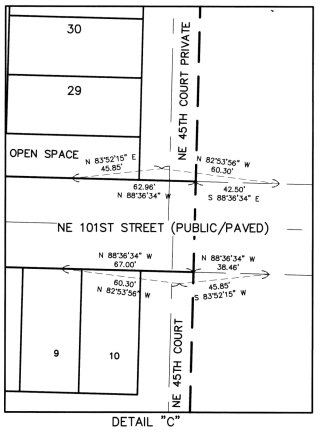
REPLAT OF LOT 7 OF LALONDE'S PARKSIDE II SHORT PLAT (3-822) IN A PORTION OF THE SE 1/4 AND THE SW 1/4 OF THE SE 1/4 OF SECTION 36 T. 3 N., R. 1 E., W.M CLARK COUNTY WASHINGTON. SHEET 3 OF 3



DETAIL "A"
0' 20' 40'
SCALE: 1" = 40'



DETAIL "B"
0' 15' 30'
SCALE: 1" = 30'



DETAIL "C"
0' 15' 30'
SCALE: 1" = 30'

10-31-2024

BASIS OF BEARINGS: N89°54'20"W ALONG THE SOUTH LINE OF SE 1/4 OF SECTION 36 BETWEEN FOUND MONUMENTS SHOWN

MINISTER-GLAESER SURVEYING INC.
2200 E. EVERGREEN BLVD.
VANCOUVER, WA 98661
(360) 694-3313

SCALE: 1"=XX'
JOB NO. 22-520
DATE: 10-31-2024
CALC BY: DAD
DRAWN BY: AAD
CHECKED BY: DAD
SHEET 3 OF 3

DRAWING FILE: 22520-FINAL-PLAT.DWG

6215414 COV
Total Pages:7 Rec: $309.50
Recorded in Clark County, WA
11/7/2024 9:16 AM
FIDELITY NATIONAL TITLE

RETURN ADDRESS

RVHB, LLC
P.O. Box 821303
Vancouver, WA 98682

Document Title(s)
Developer Covenant

Reference Number(s) of related documents:

Book 312 Page 328 AFN 6215412

Additional Reference #'s on page ____
Grantor(s)
RVHB, LLC, a Washington limited liability company

Additional grantors on page ____
Grantee(s)
Lalonde West Cottage Subdivision

Additional grantees on page ____

Legal Description: (abbreviated form: i.e. lot, block, plat or section township, range, quarter/quarter)
Lot 7 Lalonde Parkside 2 Volume 3 Page 822

Additional legal is on page ___
Assessor's Property Tax Parcel/Account Number
189971-000

Declaration of Developer Covenants to Clark County
For LaLonde West Cottage Subdivision

THIS DECLARATION OF DEVELOPER COVENANTS TO CLARK COUNTY (hereinafter "DCCC") is made this 31st day of October 2024, by RVHB, LLC, a Washington limited liability company.

A covenant to CLARK COUNTY, State of Washington, (hereinafter "County"), required with the development known as LaLonde West Cottage Subdivision of certain real property, as more particularly described in Exhibit "A", (hereinafter "Site"), whereby the developer of said real property, on behalf of themselves and all their heirs, assigns and successors-in-interest into whose ownership the property may pass, covenant the following conditions:

1. Private Road Maintenance Covenant: A private road maintenance covenant shall be submitted to the responsible official for approval and recorded with the County Auditor. The Covenant shall set out the terms and conditions of responsibility for maintenance, maintenance methods, standards, distribution of expenses, remedies for noncompliance with the terms of the agreement, right of use easements, and other considerations, as required under CCC 40.350.030 (C)(4)(g).

2. Private Roads: Clark County has no responsibility to improve or maintain the private roads contained within or private road providing access to the property described in this development. Any private access street shall remain a private street unless it is upgraded to public street standards at the expense of the developer or abutting lot owners to include hard surface paving and is accepted by the county for public ownership and maintenance.

3. Joint Driveway Maintenance Covenant: A joint driveway maintenance covenant shall be submitted to the responsible official for approval and recorded with the County Auditor. The Covenant shall set out the terms and conditions of responsibility for maintenance, maintenance methods, standards, distribution of expenses, remedies for noncompliance with the terms of the agreement, right of use easements, and other considerations, as required under CCC 40.350.030 (C)(4)(g).

4. Critical Aquifer Recharge Areas - "The dumping of chemicals into the groundwater and the use of excessive fertilizers and pesticides shall be avoided. Homeowners are encouraged to contact the State Wellhead Protection program at (206) 586-9041 or the Washington State Department of Ecology at 800-RECYCLE for more information on groundwater /drinking supply protection."

5. Erosion Control - "Building Permits for lots on the plat shall comply with the approved erosion control plan on file with Clark County Building Department and put in place prior to construction."

6. Responsibility for Stormwater Facility Maintenance: For stormwater facilities for which the county will not provide long-term maintenance, the developer shall make arrangements with the existing or future (as appropriate) occupants or owners of the subject property for assumption of maintenance to the county's Stormwater Facilities Maintenance Manual as

Non-Order Search
6215414 COV 11-07-2024

Requested By: Courtney.Ventura, Printed: 5/5/2026 7:42 PM

adopted by Chapter 13.26A. The responsible official prior to county approval of the final stormwater plan shall approve such arrangements. Final plats shall specify the party(s) responsible for long-term maintenance of stormwater facilities within the Developer Covenants to Clark County. The county may inspect privately maintained facilities for compliance with the requirements of this chapter. If the parties responsible for long-term maintenance fail to maintain their facilities to acceptable standards, the county shall issue a written notice specifying required actions to be taken in order to bring the facilities into compliance. If these actions are not performed in a timely manner, the county shall take enforcement action and recover from parties responsible for the maintenance in accordance with Section 32.04.060.

7. Impact Fees: "All dwellings created in this development will produce impacts on schools, parks, and traffic and related systems and facilities. Accordingly, each new dwelling unit shall pay the Battle Ground School Impact Fee (SIF), Park District 8 Impact Fee (PIF), and Hazel Dell Traffic Impact Fee (TIF) at the time of building permit issuances pursuant to CCC Chi 40.610. The current impact fee amounts are subject to change, and pursuant to CCC 40.610.040, impact fees are calculated and paid using the rates in effect at the time building permits are issued."

Modification of Developer Covenants to Clark County

This covenant is executed in conjunction with the approval of the development described above. Under no circumstances shall these covenants be modified unless approved consistent with Clark County Code 40.540.120, "Alteration and Vacation of Final Plats."

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

Dated this _____ day of _____, 2024.

By_____
RVHB, LLC, a Washington
limited liability company, Owner

APPROVED AS TO FORM ONLY:

Clark County, Washington
ANTHONY GOLIK
Prosecuting Attorney

By: Stephen E. Archer Digitally signed by Stephen E. Archer Date: 2024.08.08 14:15:52 -07'00'
Civil Deputy Prosecuting Attorney

Non-Order Search
6215414 COV 11-07-2024

Requested By: Courtney.Ventura, Printed: 5/5/2026 7:42 PM

adopted by Chapter 13.26A. The responsible official prior to county approval of the final stormwater plan shall approve such arrangements. Final plats shall specify the party(s) responsible for long-term maintenance of stormwater facilities within the Developer Covenants to Clark County. The county may inspect privately maintained facilities for compliance with the requirements of this chapter. If the parties responsible for long-term maintenance fail to maintain their facilities to acceptable standards, the county shall issue a written notice specifying required actions to be taken in order to bring the facilities into compliance. If these actions are not performed in a timely manner, the county shall take enforcement action and recover from parties responsible for the maintenance in accordance with Section 32.04.060.

7. Impact Fees: "All dwellings created in this development will produce impacts on schools, parks, and traffic and related systems and facilities. Accordingly, each new dwelling unit shall pay the Battle Ground School Impact Fee (SIF), Park District 8 Impact Fee (PIF), and Hazel Dell Traffic Impact Fee (TIF) at the time of building permit issuances pursuant to CCC Chi 40.610. The current impact fee amounts are subject to change, and pursuant to CCC 40.610.040, impact fees are calculated and paid using the rates in effect at the time building permits are issued."

Modification of Developer Covenants to Clark County

This covenant is executed in conjunction with the approval of the development described above. Under no circumstances shall these covenants be modified unless approved consistent with Clark County Code 40.540.120, "Alteration and Vacation of Final Plats."

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

Dated this 31st day of October, 2024.

By _____
RVHB, LLC, a Washington
limited liability company, Owner

APPROVED AS TO FORM ONLY:

Clark County, Washington
ANTHONY GOLIK
Prosecuting Attorney

By: _____
Civil Deputy Prosecuting Attorney

STATE OF WASHINGTON)
SS.
COUNTY OF CLARK)

On this day 31st of October, 2024, before me, the undersigned, A Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Joe Bafford to me known to be the member of RVHB, LLC the entity that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of the said entity, for the uses and purposes therein mentioned, and on oath stated that HE is authorized to execute the said instrument on behalf of the said entity.

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

Signature of Notary Public

DEANNA K. HAAKE
NOTARY PUBLIC #166692
STATE OF WASHINGTON
COMMISSION EXPIRES
JUNE 29, 2025

Notary Public in and for the State of Washington,

Name Printed Deanna K. Haake

Residing at Redfield

My Commission Expires: 06.29.2025

Acknowledgment - Corporation - Trust or - Partnership

MINISTER-GLAESER
SURVEYING INC.

Vancouver Office – 2200 E. Evergreen Blvd., Vancouver, Washington 98661
(360) 694-3313 (360) 694-8410 FAX
Pasco Office – 6303 Burden Blvd. Suite E, Pasco, Washington 99301
(509) 544-7802 (509) 544-7862 FAX

April 12, 2024

PERIMETER DESCRIPTION
FOR
LALONDE WEST COTTAGES SUBDIVISION

Exhibit "A"

A replat of Lot 7 of LaLonde's Parkside II Short Plat according to the plat thereof recorded in Book 3 of Short Plats at Page 822, records of Clark County Washington in a portion of the Southeast quarter and the Southwest quarter of the Southeast quarter of Section 36, Township 3 North, Range 1 East of the Willamette Meridian, Clark County, Washington, more particularly described as follows:

Beginning at the Southeast corner of said Southeast quarter;

Thence North 88°54'20" West, along the South line of said Southeast quarter, 1344.34 feet;

Thence North 01°16'18" East, 50.00 to the most Southeasterly corner of that certain tract of land conveyed to RVHB, LLC by deed recorded under Auditor's File NO. 6057740 records of Clark County, Washington, being the Most southeasterly corner of said LaLonde's Parkside II Short Plat, said point being the TRUE POINT OF BEGINNING;

Thence along the said Lot 7 and said RVHB deed the following courses and distances.

Thence North 88°54'20" West, for a distance of 20.00 feet;

Thence North 01°16'18" East, for a distance of 249.51 feet;

Thence North 88°54'38" West, for a distance of 120.53 feet;

Thence North 01°17'17" East, for a distance of 338.11 feet;

Non-Order Search
6215414 COV 11-07-2024

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Thence North 06°16'38" East, for a distance of 149.49 feet;

Thence South 88°53'48" East, for a distance of 333.01 feet;

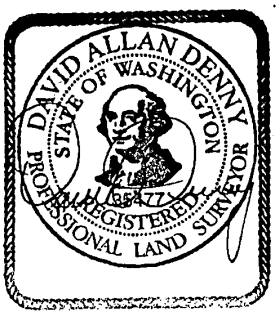
Thence South 01°20'38" West, for a distance of 487.11 feet;

Thence North 88°51'24" West, for a distance of 205.00 feet;

Thence South 01°16'18" West, for a distance of 249.50 feet, to the TRUE POINT OF BEGINNING

Containing 3.96 acres more or less.

Together with and subject to easements, restrictions, covenants, dedications and reservations apparent or of record.



4-12-2024

Non-Order Search
6215414 COV 11-07-2024
Page 7 of 7
Requested By: Courtney.Ventura, Printed: 5/5/2026 7:42 PM

6215415 COV
Total Pages:21 Rec: $323.50
Recorded in Clark County, WA
11/7/2024 9:16 AM
FIDELITY NATIONAL TITLE

Return to:
RVHB, LLC
P.O. Box 821303
Vancouver, WA 98682

COVENANT RUNNING WITH THE LAND

Grantor (owner):	RVHB, LLC, a Washington limited liability company
Grantee:	Clark County
Abbreviated Legal Description:	Lot 7 LaLondes Parkside 2 SP3-822 3.98A
Assessor's Property Tax Parcel/Account No(s).:	189971-000
Subdivision/Site Plan Review Case No.:	PLD-2023-00003

A **Covenant** to Clark County, State of Washington, hereinafter "County," entered into in conjunction with the LaLonde West Cottage Subdivision Plat Review # FLR-2024-00039, of certain real property as more particularly described in Exhibit A, hereinafter "Site," whereby the owner(s) of said real property on behalf of themselves and all their heirs, assigns and successors in interest into whose ownership said property may pass, together hereinafter referred to as "Grantor," covenant to the County that it will have access to the stormwater facilities as shown on an expanded portion of the plat of LaLonde West Cottage Subdivision, attached hereto as Exhibit B, hereinafter "Facilities" along with the instructions provided in the Operations and Maintenance Manual shown in Exhibit C. All exhibits are incorporated herein by reference.

Grantor herein covenants to Clark County and agrees on behalf of themselves and all of their heirs, assigns and successors in interest into whose ownership the Site might pass, as follows, it being specifically agreed and covenanted that this is a covenant running with the land described in Exhibit A:

1. That it is the sole and exclusive owner of the Site.
2. This Covenant has three purposes: to ensure that the Facilities are inspected, maintained, and repaired, as necessary, by the parties identified in the Final Stormwater Plan for the Site as responsible for long-term maintenance; to ensure that the County is allowed access to the Facilities as shown on Exhibit B for both routine and emergency inspection of the Facilities for compliance with the Clark County Stormwater Manual, Chapters 13.26A, 40.385 and 40.386, Clark County Code, as they may be amended and in effect at the time, or as they have been superseded; and to provide access to the County for emergency maintenance or repairs to prevent flooding or pollution of other properties.
3. If the parties responsible for long-term maintenance fail to maintain the Facilities to applicable standards, the County shall issue a written notice specifying required actions to be taken in order to bring the Facilities into compliance. Required maintenance shall be performed according to the Clark County Stormwater Manual as in effect at the time, or requirements that have superseded that Manual. If these actions are not performed in a timely manner, the County may access the Facilities, perform necessary maintenance and repair, and bill the parties responsible for the maintenance in accordance with Title 32 CCC.
4. Nothing in this Covenant shall be construed to provide for public use of or entry into the Facilities area as shown on Exhibit B. However, representatives and agents of Clark County are hereby authorized to make reasonable entry upon such land for purposes related to administering this Covenant.
5. Grantor takes on the responsibilities discussed in Chapters 1.9.3.1 through 1.9.3.5 of the Clark County Storm Water Manual, along with the instructions provided in the Operations and Maintenance Manual prepared by the project

engineer in accordance with the Clark County Storm Water Manual, attached hereto as "Exhibit C".

6. This Covenant and all of its provisions, and each of them shall be binding upon the owner and any and all of their heirs, assigns and successors in interest into whose ownership the Site may pass, and any obligations made herein by owners, shall be enforceable against all of their heirs, assigns and successors in interest into whose ownership the Site may pass.

7. The provisions of this Covenant are enforceable in law or equity by Clark County and its successors; provided, however, that in the event the Site is annexed into a City, the enforcement and modification of the Covenant shall be transferred to the annexing jurisdiction upon the effective date of the annexation, after which Clark County shall not be required to review or consent to any modification or to be involved in any enforcement of the Covenant.

IN WITNESS WHEREOF, the parties hereto have caused this Covenant to be executed the day and year indicated below.

Dated this _____ day of _____, 2024.

GRANTOR

Entity name:
RVHB, LLC, a Washington limited liability company

By: _____
Print name: _____
Print title: _____

APPROVED AS TO FORM ONLY:

ANTHONY GOLIK, Prosecuting Attorney

By: Stephen E. Archer Digitally signed by Stephen E. Archer Date: 2024.08.08 14:19:59 -07'00'

_____
Deputy Prosecuting Attorney

engineer in accordance with the Clark County Storm Water Manual, attached hereto as "Exhibit C".

6. This Covenant and all of its provisions, and each of them shall be binding upon the owner and any and all of their heirs, assigns and successors in interest into whose ownership the Site may pass, and any obligations made herein by owners, shall be enforceable against all of their heirs, assigns and successors in interest into whose ownership the Site may pass.

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IN WITNESS WHEREOF, the parties hereto have caused this Covenant to be executed the day and year indicated below.

Dated this 31st day of October, 2024.

GRANTOR

Entity name:
RVHB, LLC, a Washington limited liability company

By: _____
Print name: Joe Bafford
Print title: CFO

APPROVED AS TO FORM ONLY:
ANTHONY GOLIK, Prosecuting Attorney
By: _____

_____
Deputy Prosecuting Attorney

STATE OF WASHINGTON)
SS.
COUNTY OF CLARK)

On this day 31st of October, 2024, before me, the undersigned, A Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Joe Bappert to me known to be the member of RVHB, LLC the entity that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of the said entity, for the uses and purposes therein mentioned, and on oath stated that HE is authorized to execute the said instrument on behalf of the said entity.

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

Signature of Notary Public

DEANNA K. HAAKE
NOTARY PUBLIC #166692
STATE OF WASHINGTON
COMMISSION EXPIRES
JUNE 29, 2025

Notary Public in and for the State of Washington,

Name Printed Deanna K. Haake

Residing at Ridgefield

My Commission Expires: 06-29-2025

Acknowledgment - Corporation - Trust or - Partnership

MINISTER-GLAESER
SURVEYING INC.

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April 12, 2024

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Thence along the said Lot 7 and said RVHB deed the following courses and distances.

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Non-Order Search
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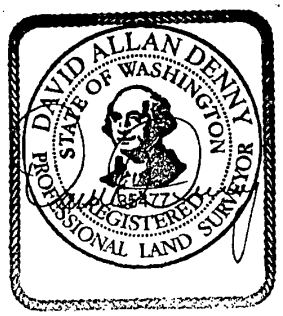
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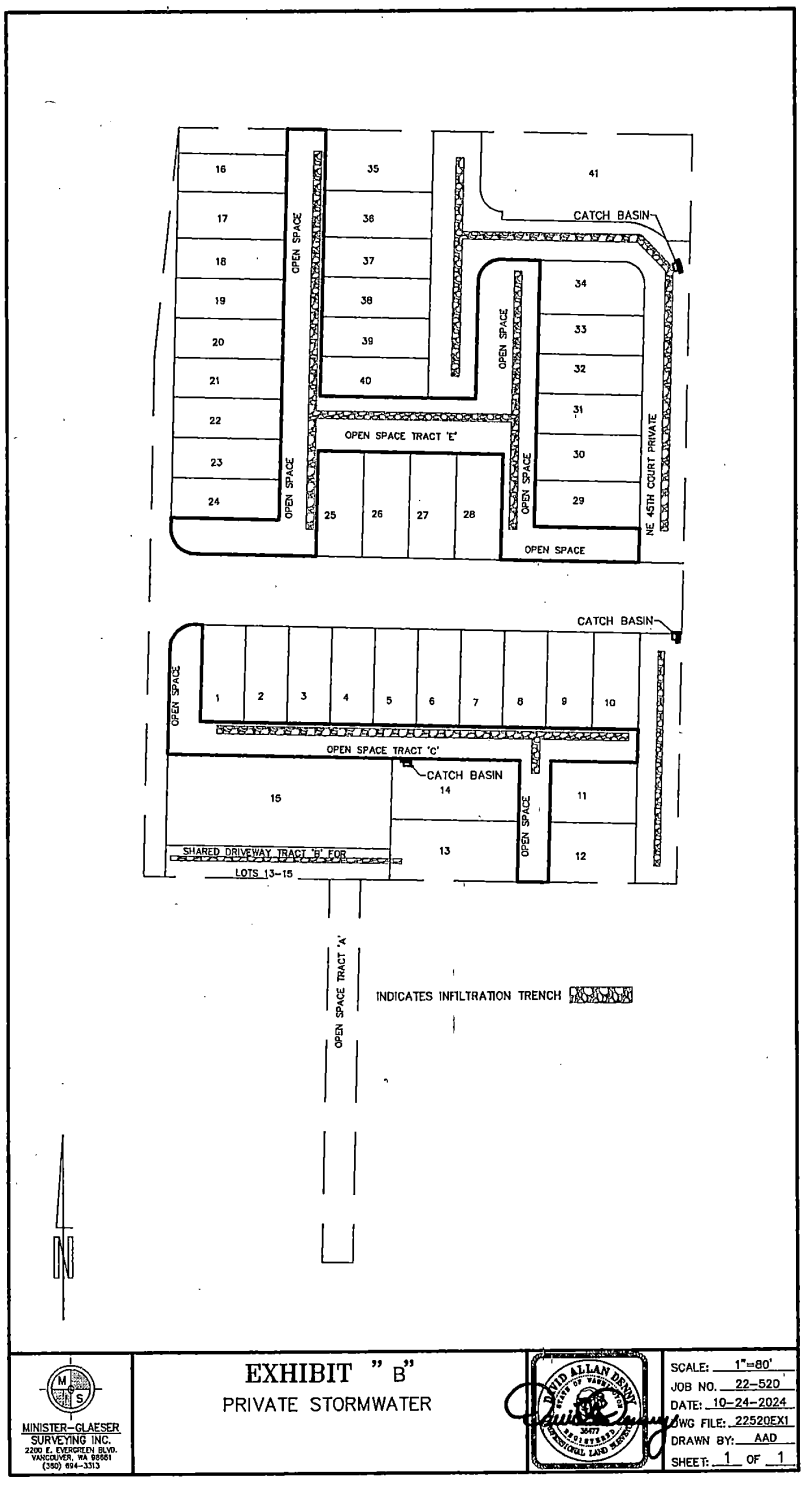
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Non-Order Search
6215415 COV 11-07-2024

Requested By: Courtney.Ventura, Printed: 5/5/2026 7:42 PM



Non-Order Search
6215415 COV 11-07-2024

Requested By: Courtney.Ventura, Printed: 5/5/2026 7:42 PM

Downspout Full Infiltration Systems

Downspout full infiltration systems include infiltration trenches or drywells intended only for use in infiltrating runoff from roof downspout drains. Infiltration trenches and drywells are backfilled withwashed drain rock, allowing for temporary storage of stormwater runoff in the voids of the drain rock material. Stored runoff gradually infiltrates into the surrounding soil. These systems are considered On-site Stormwater Management BMPs and can be used to help meet Minimum Requirements #5 (On-site Stormwater Management BMPs), #7 (flow control), or both.

Key Maintenance Considerations

The main components of downspout full infiltration systems are listed below with descriptions of their function and key maintenance considerations.

- **Rock trench/well:** Trenches and drywells are excavated depressions filled with uniformly graded washed drain rock. Non-woven geotextile fabric may be used along the walls, bottom, and top of the drain rock. The surface of the trench can be covered with grating, pavement, and/or consist of stone, gabion, sand, or a grassed covered area with a surface inlet. To allow inspection of the drain rock trench/well, some facilities have an observation port (typically installed during construction) that allows monitoring of the water levels in the drain rock bed to determine if the facility is dewatering properly.
- **Inlet:** Stormwater runoff is typically routed to a trench/well with a solid-wall pipe and then distributed into the drain rock bed using a perforated or slotted subsurface pipe. Some trenches are designed to receive sheet flow that enters the facility by infiltrating through a top course of drain rock or sand. Maintenance must be performed to ensure inlets (e.g., pipes) are unobstructed and that surface sheet flow first passes through a grass buffer strip to remove larger sediment particles.
- **Storage sump:** Trenches and drywells designed to receive concentrated flows (e.g., piped flow) typically include a storage sump to settle particulates from inflow. Concentrated flows must be distributed into the aggregate using a perforated or slotted subsurface pipe. The sump must be maintained to remove accumulated sediment.

Key Operations to Preserve Facility Function

When the rock trench/well is designed to receive inflow from the surface via a grate or by infiltrating through an exposed top course of drain rock or sand, the following operational actions can limit the need for corrective maintenance actions or replacement:

- Protecting the surface inlet from stockpiles of landscaping materials (e.g., mulch, soil, compost)
- Prevent discharge of debris to the infiltration trench from roof cleaning practices (e.g., moss removal)

Clark Auditor 11/7/2024 9:16 AM 6215415 Page:9/21

Non-Order Search
6215415 COV 11-07-2024
Page 9 of 21
Requested By: Courtney.Ventura, Printed: 5/5/2026 7:42 PM

- Stabilize adjacent landscaped areas to avoid runoff mobilizing soil into the surface inlet

Maintenance Standards and Procedures

Table 14 provides the recommended maintenance frequencies, standards, and procedures for downspout full infiltration system components. The level of routine maintenance required and the frequency of corrective maintenance actions may increase for facilities subject to high sediment loads from the contributing drainage area.

Clark Auditor 11/7/2024 9:16 AM 6215415 Page:10/21

Non-Order Search
6215415 COV 11-07-2024
Page 10 of 21
Requested By: Courtney.Ventura, Printed: 5/5/2026 7:42 PM

Table 14. Maintenance Standards and Procedures for Downspout Full Infiltration Systems.				
Component	Recommended Frequency [a]		Condition when Maintenance is Needed (Standards)	Action Needed (Procedures)
	Inspection	Routine Maintenance		
Rock Trench/Well				
Surface of trench/well (i.e., water enters through exposed aggregate)	Fall and Spring		Accumulated trash, debris, or sediment on drain rock surface impedes sheet flow into facility	Remove/dispose in accordance with local solid waste requirements
	A, W		Vegetation/moss present on drain rock surface impedes sheet flow into facility	Maintain open, freely draining drain rock surface
Drain rock	Fall and Spring		• If water enters the facility from the surface, inspect to see if water is ponding at the surface during storm events • If buried drain rock, observe drawdown through observation port or cleanout	• Clear piping through facility when ponding occurs • Replace rock/sand reservoirs as necessary • Tilling of subgrade below reservoir may be necessary (for trenches) prior to backfill
Inlet/ Outlet Pipe Conveyance				
Pipe(s)	A, W		Accumulation of trash, debris, or sediment in roof drains, gutters, driveway drains, area drains, etc.	Remove/ dispose
	A, W		Pipe from sump to trench or drywell has accumulated sediment or is plugged	Clear sediment from inlet/outlet pipe screen and inlet/outlet pipe
	A, W		Cracked, collapsed, broken, or misaligned drain pipes	• Repair/seal cracks • Replace when repair is insufficient
Roof downspout	B, W		Splash pad missing or damaged	Repair/ replace
	A, W		Leaves or other debris plugging downspout	Remove/ dispose

[a] Frequency: A= Annually; B= Biannually (twice per year); W= At least one visit should occur during the wet season (for debris/clog related maintenance, this inspection/maintenance visit should occur in the early fall, after deciduous trees have lost their leaves).

Clark Auditor 11/7/2024 9:16 AM 6215415 Page:11/21

Non-Order Search
6215415 COV 11-07-2024
Page 11 of 21
Requested By: Courtney.Ventura, Printed: 5/5/2026 7:42 PM

Table 14 (continued). Maintenance Standards and Procedures for Downspout Full Infiltration Systems.

Component	Recommended Frequency [a]		Condition when Maintenance is Needed (Standards)	Action Needed (Procedures)
	Inspection	Routine Maintenance		
Storage Sump				
Sump	A		Sediment in the sump	Remove/ dispose in accordance with local solid waste requirements
Access lid	A		Cannot be easily opened	Repair/ replace
	A		Buried	Refer to record drawings for design intent. If the access lid was designed to be exposed, expose and restore to surface grade
	A		Cover missing	Replace

[a] Frequency: A= Annually; B= Biannually (twice per year); W= At least one visit should occur during the wet season (for debris/clog related maintenance, this inspection/maintenance visit should occur in the early fall, after deciduous trees have lost their leaves).

Clark Auditor 11/7/2024 9:16 AM 6215415 Page:12/21

Non-Order Search
6215415 COV 11-07-2024
Page 12 of 21
Requested By: Courtney.Ventura, Printed: 5/5/2026 7:42 PM

Equipment and Materials

Table 15 includes recommendations for equipment and materials commonly used to maintain downspout full infiltration systems.

Table 15. Downspout Full Infiltration System Equipment and Materials List.

Pipe/ structure system inspection and maintenance equipment	*Weed / vegetation removal equipment, such as:*
☐ Hand tools	☐ Weeding tools
☐ Flashlight	☐ Weed burner
☐ Mirror (for viewing pipes without entering structure)	☐ Buckets
☐ Garden hose	*Equipment to clear accumulated sediment from sump*
☐ Plumbing snake	☐ Shop-Vac
	☐ Shovel

Skills

The skills required for the maintenance of downspout full infiltration systems are listed in the text box to the right.

Skills Needed for Maintenance of Downspout Full Infiltration Systems

- General drainage system maintenance skills (e.g., inlet/pipe cleaning experience, inlet/pipe maintenance or repair experience)
- Landscape or drainage contractor for major maintenance

Clark Auditor 11/7/2024 9:16 AM 6215415 Page:13/21

Non-Order Search
6215415 COV 11-07-2024
Page 13 of 21
Requested By: Courtney.Ventura, Printed: 5/5/2026 7:42 PM

Stormwater Conveyance Pipe

Storm sewer pipes convey stormwater. Inlet and outlet stormwater pipes convey stormwater in, through, and out of stormwater facilities.

Pipes are built from many materials and are sometimes perforated to allow stormwater to infiltrate into the ground. Pipes are cleaned to remove sediment or blockages when problems are identified. Stormwater pipes must be clear of obstructions and breaks to prevent localized flooding. All stormwater pipes should be in proper working order and free of the possible defects listed below.

Key Operations and Maintenance Considerations

- The most common tool for cleaning stormwater conveyance pipes is a truck with a tank, vacuum hose, and a jet hose (Vactor® truck) to flush sediment and debris from the pipes.

Stormwater Conveyance Pipe			
Drainage System Feature	Potential Defect	Conditions When Maintenance Is Needed	Minimum Performance Standard
General	Contaminants and Pollution	Any evidence of oil, gasoline, contaminants, or other pollutants. Sheen, obvious oil, or other contaminants present. • Identify and remove source, AND • Report to Clark County Clean Water Program.	No contaminants or pollutants present.
	Drainage Slow	Decreased capacity that indicates slow drainage. Does not meet facility design infiltration rate. The Water Quality Design Storm Volume does not infiltrate within 48 hours (if perforated pipe). Water remains in the pipe for greater than 24 hours after the end of most moderate rainfall events.	Perforated drain pipe has been cleaned and drainage rates are per design specifications. (Do not allow removed sediment and water to discharge back into the storm sewer.)
	Obstructions, Including Roots	Root enters or deforms pipe, reducing flow.	Roots have been removed from pipe (using mechanical methods; do not put root-dissolving chemicals in storm sewer pipes). If necessary, vegetation over the line removed.
	Pipe Dented or Broken	Inlet/outlet piping damaged or broken and in need of repair.	Pipe repaired and/or replaced per design standards.
	Pipe Rusted or Deteriorated	Any part of the piping that is crushed or deformed more than 20% or any other failure to the piping.	Pipe repaired and/or replaced per design standards.
	Sediment and Debris	Sediment depth is greater than 20% of pipe diameter.	Pipe has been cleaned and is free of sediment/ debris. (Upstream debris traps installed where applicable.)
	Debris Barrier or Trash Rack Missing	Stormwater pipes > than 18 inches need debris barrier.	Debris barrier present on all stormwater pipes 18 inches and greater.

Clark Auditor 11/7/2024 9:16 AM 6215415 Page:14/21

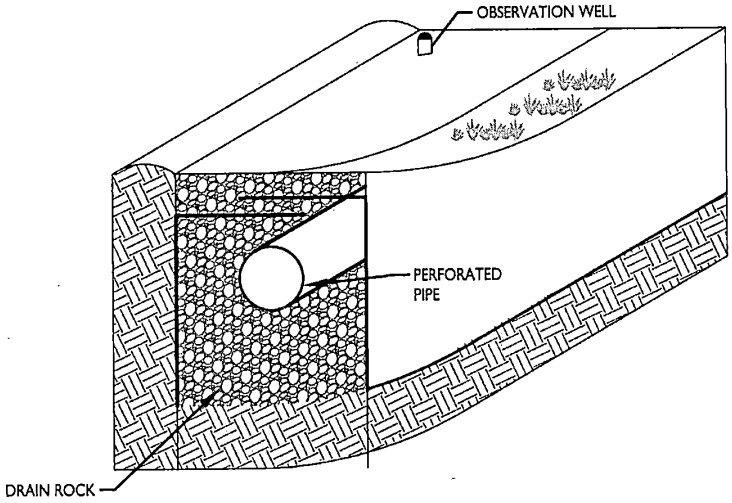
Non-Order Search
6215415 COV 11-07-2024
Page 14 of 21
Requested By: Courtney.Ventura, Printed: 5/5/2026 7:42 PM

Infiltration Trench

A stormwater infiltration trench is a closed basin or an open-topped trench built by excavating below existing ground. Infiltration trenches temporarily store stormwater runoff during rain events. Infiltration trenches do not discharge to a downstream conveyance system or nearby surface water. Instead, infiltration trenches rely on the ability of the site's soils to infiltrate the stormwater into the ground.

Facility objects that are typically associated with an infiltration trench include:

- access road or easement
- fence, gate, and water quality sign
- bioswale
- sediment trap
- field inlet
- drywell



Clark Auditor 11/7/2024 9:16 AM 6215415 Page:15/21

Non-Order Search
6215415 COV 11-07-2024
Page 15 of 21
Requested By: Courtney.Ventura, Printed: 5/5/2026 7:42 PM

Key Operations and Maintenance Considerations

- Maintenance should be performed as indicated by routine inspections. The principal maintenance objective is to prevent clogging, which may lead to trench failure.
- Infiltration trenches and any pretreatment BMPs should be inspected after large storm events and any accumulated debris or material removed. A more thorough inspection of the trench should be conducted at least annually. Annual inspection should include monitoring the observation well (if one exists) to confirm that the trench is draining within the specified time.
- Monitor sediment buildup in the top foot of stone aggregate or the surface inlet on the same schedule as the observation well.
- Trenches with filter fabric should be inspected for sediment deposits by removing a small section of the top layer. If inspection indicates that the trench is partially or completely clogged, it should be restored to its design condition.
- The most common tools for cleaning infiltration trenches are hand tools to remove built-up sediments and the tops layers of clogged infiltration media from the trench.

Infiltration Trench			
Drainage System Feature	Potential Defect	Conditions When Maintenance Is Needed	Minimum Performance Standard
General	Contaminants and Pollution	Any evidence of oil, gasoline, contaminants, or other poliutants. Sheen, obvious oil, or other contaminants present. • Identify and remove source, AND • Report to Clark County Clean Water Program.	No contaminants or pollutants present.
	Sediment Depth (via Surface/ Observation Well Inspection)	Sediment depth greater than one foot above stone aggregate or the surface inlet.	No sediment in infiltration trench.
	Drainage Slow	Decreased capacity that indicates slow drainage. Does not meet facility design infiltration rate. The Water Quality Design Storm Volume does not infiltrate within 48 hours. Water remains in the trench for greater than 24 hours after the end of most moderate rainfall events.	Perforated drain pipe has been cleaned and drainage rates are per design specifications. (Do not allow removed sediment and water to discharge back into the storm sewer.)

Clark Auditor 11/7/2024 9:16 AM 6215415 Page:16/21

Non-Order Search
6215415 COV 11-07-2024
Page 16 of 21
Requested By: Courtney.Ventura, Printed: 5/5/2026 7:42 PM

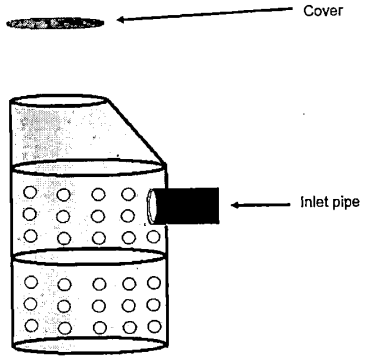
Drywell

A drywell is a perforated, open-bottomed manhole used to infiltrate stormwater into the ground. Drywells temporarily store stormwater runoff during rain events. Drywells do not discharge to a downstream conveyance system or nearby surface water. Instead, drywells rely on the ability of the site's soils to infiltrate the stormwater into the ground.

While not the intended use, drywells trap sediment and some of the oily pollutants in runoff. They are more likely to fill with oily sediment in areas that lack swales or other treatment facilities. Fine soil sediment can clog drywells and lead to localized street flooding. Also, pollutants discharged into drywells can migrate into groundwater. Drywells were often installed in closed topographic depressions, areas with well-drained soils, or areas having inadequate storm sewers. Because drywells can be easily clogged and tend to concentrate pollutants in one place; pollution and sediment control practices should be used to protect them.

Facility objects that are typically associated with a drywell include:

- access road or easement
- fence, gate, and water quality sign
- infiltration trench
- catch basin
- field inlet
- bioswale
- media cartridge filter



Clark Auditor 11/7/2024 9:16 AM 6215415 Page:17/21

Non-Order Search
6215415 COV 11-07-2024
Page 17 of 21
Requested By: Courtney.Ventura, Printed: 5/5/2026 7:42 PM



Drywell with Accumulated Trash

Key Operations and Maintenance Considerations

- The most common tool for cleaning drywells is a truck with a tank and vacuum hose (Vactor® truck) to remove sediment and debris from the facility.
- If water remains in a drywell after extended dry periods, that suggests the drywell is in direct contact with groundwater and must be retrofitted to meet state water quality standards and the requirements of the state Underground Injection Control rules. Contact Clark County Environmental Services or the Washington Department of Ecology for more information.

Clark Auditor 11/7/2024 9:16 AM 6215415 Page:18/21

Non-Order Search
6215415 COV 11-07-2024

Page 18 of 21

Requested By: Courtney.Ventura, Printed: 5/5/2026 7:42 PM

Drywell			
Drainage System Feature	Potential Defect	Conditions When Maintenance Is Needed	Minimum Performance Standard
General	Does Not Dissipate Stormwater	Does not dissipate stormwater.	Replace or repair.
	Opening Clogged	Openings are clogged, reducing capacity.	Openings have been cleared (e.g. by water-jetting); or Convert existing, clogged drywell to a sediment trap and install a new drywell or drainage trench. To convert to a sediment trap, required are grouting holes, covering the base with concrete, and adding piping.
	Standing Water	Standing water indicates the drywell is into the water table.	Rebuild drywell to prevent stormwater from going directly into groundwater.
	Trash and Debris	Trash, debris, or floatables that may exit through pipes.	No trash or debris in drywell.
		Trash or debris in any inlet or outlet pipe.	Inlet and outlet pipes free of trash or debris.
	Sediment	Sediment in drywell exceeds 60 percent of the depth below the inlet pipe.	No sediment in drywell.
	Structure Damage	Maintenance person judges that structure is unsound.	Drywell replaced or repaired to design standards.
	Contaminants and Pollution	Any evidence of oil, gasoline, contaminants, or other pollutants. • Identify and remove source, AND • Report to Clark County Clean Water Program Illicit Discharge and Detection Elimination Program.	No contaminants or pollutants present.
Drywell Manhole	Cover Not in Place	Cover is missing or only partially in place. Any open catch basin requires maintenance.	Catch basin cover is closed
	Cover Difficult to Remove	One maintenance person cannot remove lid after applying normal lifting pressure (Intent is to keep cover from sealing off access to maintenance).	Cover can be removed by one maintenance person.
Metal Grates (If Applicable)	Grate Opening Unsafe	Grate with opening wider than 7/8 inch.	Grate opening meets design standards.
	Trash and Debris	Trash and debris that is blocking more than 20% of grate surface inletting capacity.	Grate free of trash and debris.
	Damaged or Missing	Grate missing or broken member(s) of the grate.	Grate is in place and meets design standards.

Clark Auditor 11/7/2024 9:16 AM 6215415 Page:19/21

Non-Order Search
6215415 COV 11-07-2024
Page 19 of 21
Requested By: Courtney.Ventura, Printed: 5/5/2026 7:42 PM

CONTECH®
ENGINEERED SOLUTIONS

OPERATION AND MAINTENANCE

CatchBasin StormFilter™

Important: These guidelines should be used as a part of your site stormwater plan.

Overview

The CatchBasin StormFilter™ (CBSF) consists of a multi-chamber steel, concrete, or plastic catch basin unit. The steel CBSF is offered both as a standard and as a deep unit for additional internal overflow and sediment capacity.

The CBSF is installed flush with the finished grade and is applicable for both constrained lot and retrofit applications. Steel and concrete units can accept surface and piped influent for roof leaders or similar applications.

The steel, concrete and plastic CBSF units have capacities of 4, 8 and 2 cartridges, respectively. Internal overflow capacity varies by system type from 0.5 cfs for the plastic, 1.3 cfs for the concrete and 1.0 or 1.8 cfs for the steel unit.

Design Operation

The CBSF is installed as the primary receiver of runoff, similar to a standard, grated catch basin. The steel and concrete CBSF units have an H-20 rated, traffic bearing lid that allows the filter to be installed in parking lots, and for all practical purposes, takes up no land area. Plastic units can be used in landscaped areas or other non-traffic-bearing applications.

The steel CBSF consists of a sumped inlet chamber and cartridge chamber(s). Runoff enters the sumped inlet chamber either by sheet flow from a paved surface or from an inlet pipe discharging directly to the unit vault. The inlet chamber is equipped with an internal baffle, which traps debris and floating oil and grease, and an overflow weir. While in the inlet chamber, heavier solids are allowed to settle into the deep sump, while lighter solids and soluble pollutants are directed into the cartridge chamber through a port between the baffle and the overflow weir.

The concrete and plastic units operate similarly minus the presence of the inlet chamber or deep sump.

Once in the cartridge chamber, polluted water ponds and percolates horizontally through the media in the filter cartridges. Treated water collects in the cartridge's center tube from where it is directed to the outlet chamber and discharged to the outlet pipe on the downstream side of the overflow weir.

When influent flows exceed the water quality design value, excess water spills over the overflow weir, bypassing the cartridge bay, and discharges to the outlet pipe.

Applications

The CBSF is particularly useful where small flows are being treated or for sites that have little available hydraulic head. The unit is ideal for applications in which standard catch basins are to be used. Both water quality and catchment issues can be resolved with the use of the CBSF.

Retro-Fit

The retrofit market has many possible applications for the CBSF. The CBSF can be installed by replacing an existing catch basin without having to "chase the grade," thus reducing the high cost of re piping the storm system.

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CONTECH®
ENGINEERED SOLUTIONS

OPERATION AND MAINTENANCE

CatchBasin StormFilter™

Maintenance Guidelines

Maintenance procedures for typical catch basins can be applied to the CatchBasin StormFilter (CBSF). The filter cartridges contained in the CBSF are easily removed and replaced during maintenance activities according to the following guidelines.

1. Establish a safe working area as per typical catch basin service activity.
2. Remove steel grate and diamond plate cover (weight 100 lbs. each) or plastic grating.
3. Turn cartridge(s) approximately ¼ turn counter-clockwise to disconnect from pipe manifold.
4. Remove cartridge(s) from catch basin by hand or with appropriate hoisting equipment.
5. Remove accumulated sediment via vactor truck from all interior chambers.
6. Rinse interior of both bays and vactor remaining water and sediment.
7. Install fresh cartridge(s), by rotating ¼ turn clockwise, taking care not to damage cartridge connectors.
8. Replace cover(s).
9. Dispose of accumulated debris and spent media in accordance with local regulations.
10. Return used, empty cartridges to Contech for refurbishing.

Media may be removed from the filter cartridges using the vactor truck before the cartridges are removed from the catch basin structure once the top cap and hood are removed. The vactor truck must be equipped with a hose capable of reaching areas of restricted clearance.

Empty cartridges can be easily removed from the catch basin structure by hand. Empty cartridges should be reassembled and returned to Contech as appropriate.

Refurbished cartridges are available from Contech on an exchange basis. Contact the maintenance department of Contech at 513-645-7770 for more information.

Onsite maintenance is estimated at 26 minutes once setup for a single cartridge unit. Add approximately 5 minutes for each additional cartridge.

Mosquito Abatement

In certain areas of the United States, mosquito abatement is desirable to reduce the incidence of vectors.

In BMPs with standing water, which could provide mosquito breeding habitat, certain abatement measures can be taken.

1. Periodic observation of the standing water to determine if the facility is harboring mosquito larvae.
2. Regular catch basin maintenance.
3. Use of larvicides containing Bacillus thuringiensis israelensis (BTI). BTI is a bacterium toxic to mosquito and black fly larvae.

In some cases, the presence of petroleum hydrocarbons may interrupt the mosquito growth cycle.

Using Larvicides in the CatchBasin StormFilter

Larvicides should be used according to manufacturer's recommendations.

Two widely available products are Mosquito Dunks and Summit B.t.i. Briquets. For more information, visit https://www.amvac.com/products/summit-bti-briquets.

The larvicide must be in contact with the permanent pool. The larvicide should also be fastened to the CatchBasin StormFilter to prevent displacement by high flows. A magnet can be used with a steel catch basin.

For more information on mosquito abatement in stormwater BMPs, refer to the following: https://anrcatalog.ucanr.edu/pdf/8125.pdf.

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6215416 COV
Total Pages:12 Rec: $314.50
Recorded in Clark County, WA
11/7/2024 9:16 AM
FIDELITY NATIONAL TITLE

RETURN ADDRESS

RVHB, LLC
P.O. Box 821303
Vancouver, WA 98682

Document Title(s)
Private Road Maintenance Covenant

Reference Number(s) of related documents:

Book 312 Page 328 AFN 6215412

Additional Reference #'s on page ____
Grantor(s)
RVHB, LLC, a Washington limited liability company

Additional grantors on page ____
Grantee(s)
Lalonde West Cottage Subdivision

Additional grantees on page ____

Legal Description: (abbreviated form: i.e. lot, block, plat or section township, range, quarter/quarter)
Lot 7 Lalonde Parkside 2 Volume 3 Page 822

Additional legal is on page ___
Assessor's Property Tax Parcel/Account Number
189971-000

PRIVATE ROAD MAINTENANCE COVENANT

THIS COVENANT is recorded in connection with the division of the property described below and the creation of a private road to serve the parcels described. The purpose of this covenant shall be to provide adequate funds for the repair and maintenance of the private road described below for the continued use and benefit of the owners thereof. This Covenant touches and concerns the land and shall run with the land.

1. OWNERS

The term "owner" shall mean any person holding beneficiary interest in a lot described in paragraph 2 below of any subdivision thereof whether by deed, real estate contract or other instrument evidencing the ownership of the lot.

2. RESPONSIBILITY OF OWNERS

The owners of all lots or subdivision thereof shall designate a "Responsible Owner" and an assistant for the purposes of administering this Covenant. An affirmative vote of a majority of the owners of the lots described herein, or any subdivision thereof shall be sufficient to designate the responsible owner and assistant. Until such time as 50 percent (50%) of the lots in the subdivision are sold, the original subdivision owner(s) shall be the responsible owner, after which time the original owner shall call a meeting of the lot owners for the purpose of explaining the duties of the "responsible owner and assistant", choosing a new "responsible owner" and "assistant" and giving to them monies collected to date together with any bank accounts and bank statements related to this matter.

The "responsible owner" and "assistant" shall serve for a minimum of one year, after which they may call all lot owners together and designate a new "responsible owner" and/or "assistant" and assign maintenance duties, monies and statements over to them at that time.

3. PROPERTY SERVED BY THE PRIVATE ROAD AND SUBJECT TO THE TERMS OF THIS COVENANT.

See Exhibit A and Exhibit B

The term "lots" shall also include each new lot which may be created by the further division of the property described above.

4. PRIVATE ROAD TO BE COVERED BY THIS COVENANT.

See Exhibit A-1 Lots 29 - 41 and Exhibit B-1 Lots 11 - 12 and parcel 189819-000

5. STANDARDS OF MAINTENANCE.

Non-Order Search
6215416 COV 11-07-2024
Page 2 of 12
Requested By: Courtney.Ventura, Printed: 5/5/2026 7:42 PM

A. Maintenance shall include, but not limited to, road surfacing, shoulders, gates, signs, storm drainage facilities, and vegetation control. (Title 40 Section 40.350.030).

B. The private road shall be maintained in a safe condition so as to allow free and reasonable passage of such vehicular traffic as may be reasonable and necessary in order that all parties may enjoy full and free use of the parcels of real property affect hereby.

C. A recommended periodic maintenance schedule, prepared by the engineer for this project is attached (Exhibit C).

6. **FUNDS.**

A. Normal Expenses:

I. Undeveloped lots:
The owner of each lot not developed by a permanent structure shall pay the sum of $0.00 per ~~month~~/ quarter / ~~year~~ to cover the pro-rate share of normal street maintenance expenses.

II. Developed lots:
The owner of each lot developed with any permanent structure shall pay the sum of $15.00 per ~~month~~ / quarter / ~~year~~ to cover the pro rata share of normal street maintenance expenses.

B. Extraordinary Use.
Any lot being used for other than single family residential purposes shall be assessed an additional fee, to be paid at the same time as the fee described in paragraph 6.A.II, above which shall compensate for the additional wear and tear due to the extraordinary use. If agreement cannot be reached on the appropriate additional charge, the responsible owner may obtain the opinion of a licensed professional engineer to ascertain the amount of the extra assessment, which opinion shall be binding on all parties.

C. Extraordinary Repairs.
The responsible owner may, at any time, assess additional charges for emergency repairs or extraordinary repairs where approval of such charges is made in writing by the owners of not less than _____ 50 %, _____ 66 2/3 %, __X___ 75 %, _____ other % (check one) of the lots described in paragraph 3.

7. **COLLECTIONS AND EXPENDITURES.**

The responsible owner shall have the authority to collect funds as provided herein and to contract for purposes of accomplishing the provisions of this covenant. In so acting, said owner shall be acting on behalf of all owners for the limited purposes described herein.

8. CHANGES.

The responsible owner shall annually review the charges set forth herein and may change the charges specified herein. An affirmative vote of 60 percent of the property owners of the lots described herein shall be sufficient to effect a change in the rates. Any other changes to this Covenant shall be approved in writing and signed by the owners of record of _____ 66% / ___X____ 75% (check one) of the owners of the lots described herein.

9. ADMINISTRATION.

The responsible owner shall be authorized to open and maintain bank accounts and engage the services of licensed professionals to assist in the administration of the Covenant. In the event funds are not paid when due, said owner may maintain an action to collect the funds and shall be entitled to costs and a reasonable attorney's fee upon recovery. All costs incurred by the owner shall be charged to the account described above.

10. CONTINUING OBLIGATION.

The Covenants herein are necessary for the full use and enjoyment of the property described herein and shall be binding upon all owners, their heirs, successors or assigns. In the event any property changes hands, the new owner shall be responsible for all past due charges outstanding against the lot at the time of transfer. This covenant and the obligation to maintain require prior approval of Clark County before substantially reducing or eliminating the promises contained herein.

Signed this _____ day of _____, 2024

_____
Name: RVHB, LLC

APPROVED AS TO FORM ONLY:
CLARK COUNTY, WASHINGTON

ANTHONY F. GOLIK
Prosecuting Attorney

By: Stephen E. Archer _____
Digitally signed by Stephen E. Archer
Date: 2024.08.08 14:17:12 -07'00'

Deputy Prosecuting Attorney

Non-Order Search
6215416 COV 11-07-2024
Page 4 of 12
Requested By: Courtney.Ventura, Printed: 5/5/2026 7:42 PM

8. CHANGES.

The responsible owner shall annually review the charges set forth herein and may change the charges specified herein. An affirmative vote of 60 percent of the property owners of the lots described herein shall be sufficient to effect a change in the rates. Any other changes to this Covenant shall be approved in writing and signed by the owners of record of _____ 66% / ___X____ 75% (check one) of the owners of the lots described herein.

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The Covenants herein are necessary for the full use and enjoyment of the property described herein and shall be binding upon all owners, their heirs, successors or assigns. In the event any property changes hands, the new owner shall be responsible for all past due charges outstanding against the lot at the time of transfer. This covenant and the obligation to maintain require prior approval of Clark County before substantially reducing or eliminating the promises contained herein.

Signed this 31st day of October, 2024

_____
Name: RVHB, LLC, a Washington limited liability company

APPROVED AS TO FORM ONLY:
CLARK COUNTY, WASHINGTON

ANTHONY F. GOLIK
Prosecuting Attorney

By: _____
Deputy Prosecuting Attorney

Non-Order Search
6215416 COV 11-07-2024
Page 5 of 12
Requested By: Courtney.Ventura, Printed: 5/5/2026 7:42 PM

STATE OF WASHINGTON)
SS.
COUNTY OF CLARK)

On this day 31st of October, 2024, before me, the undersigned, A Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Joe Bessard to me known to be the Member of RVHB, LLC the entity that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of the said entity, for the uses and purposes therein mentioned, and on oath stated that HE is authorized to execute the said instrument on behalf of the said entity.

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

Signature of Notary Public

Notary Public in and for the State of Washington,

Name Printed Deanna K. Haake

Residing at Ridgefield

My Commission Expires: 06.29.2025

DEANNA K. HAAKE
NOTARY PUBLIC #166692
STATE OF WASHINGTON
COMMISSION EXPIRES
JUNE 29, 2025

Acknowledgment - Corporation - Trust or - Partnership

MINISTER-GLAESER
SURVEYING INC.

Vancouver Office – 2200 E. Evergreen Blvd., Vancouver, Washington 98661
(360) 694-3313 (360) 694-8410 FAX
Pasco Office – 6303 Burden Blvd. Suite E, Pasco, Washington 99301
(509) 544-7802 (509) 544-7862 FAX

JULY 23, 2023

EXHIBIT "A"

PRIVATE ROAD:

A parcel of land in a portion of Lot 7 of LaLonde's Parkside II Short Plat according to the plat thereof recorded in Book 3 of Short Plats at Page 822, records of Clark County Washington in a portion of the Southeast quarter and the Southwest quarter of the Southeast quarter of Section 36, Township 3 North, Range 1 East of the Willamette Meridian, Clark County, Washington, more particularly described as follows.

Beginning at the Northeast corner of said Lot 7;

Thence South 01°20'38" West, along the East line of said Lot 7 for a distance of 69.23 feet to the TRUE POINT OF BEGINNING;

Thence continuing South 01°20'38" West, along said East line of Lot 7 for a distance of 209.00 feet;

Thence leaving said East line North 88°36'34" West, for a distance of 29.00 feet;

Thence North 01°20'37" East, for a distance of 180.35 feet;

Thence along the arc of a tangent 14.50 foot radius curve to the left, the long chord of which bears North 43°37'59" West, with a chord distance of 20.50 feet through a central angle of 89°57'11", for an arc distance of 22.76 feet;

Thence North 88°36'34" West, for a distance of 78.75 feet;

Thence along the arc of a tangent 14.50 foot radius curve to the left, the long chord of which bears South 46°23'26" West, with a chord distance of 20.51 feet through a central angle of 90°00'00", for an arc distance of 22.78 feet;

Thence South 01°23'26" West, for a distance of 76.84 feet;

Non-Order Search
6215416 COV 11-07-2024

Requested By: Courtney.Ventura, Printed: 5/5/2026 7:42 PM

Thence North 88°36'34" West, for a distance of 31.00 feet;

Thence North 01°23'26" East, for a distance of 173.88 feet;

Thence South 88°53'48" East, for a distance of 31.00 feet;

Thence South 01°23'26" West, for a distance of 37.20 feet;

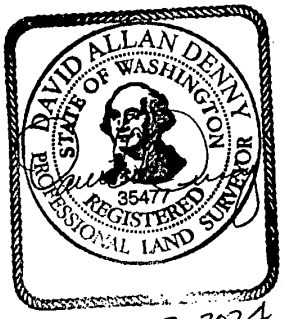
Thence along the arc of a tangent 14.50 foot radius curve to the left, the long chord of which bears South 43°36'34" East, with a chord distance of 20.51 feet through a central angle of 90°00'00", for an arc distance of 22.78 feet;

Thence South 01°23'26" West, for a distance of 5.00 feet;

Thence South 88°36'34" East, for a distance of 78.75 feet;

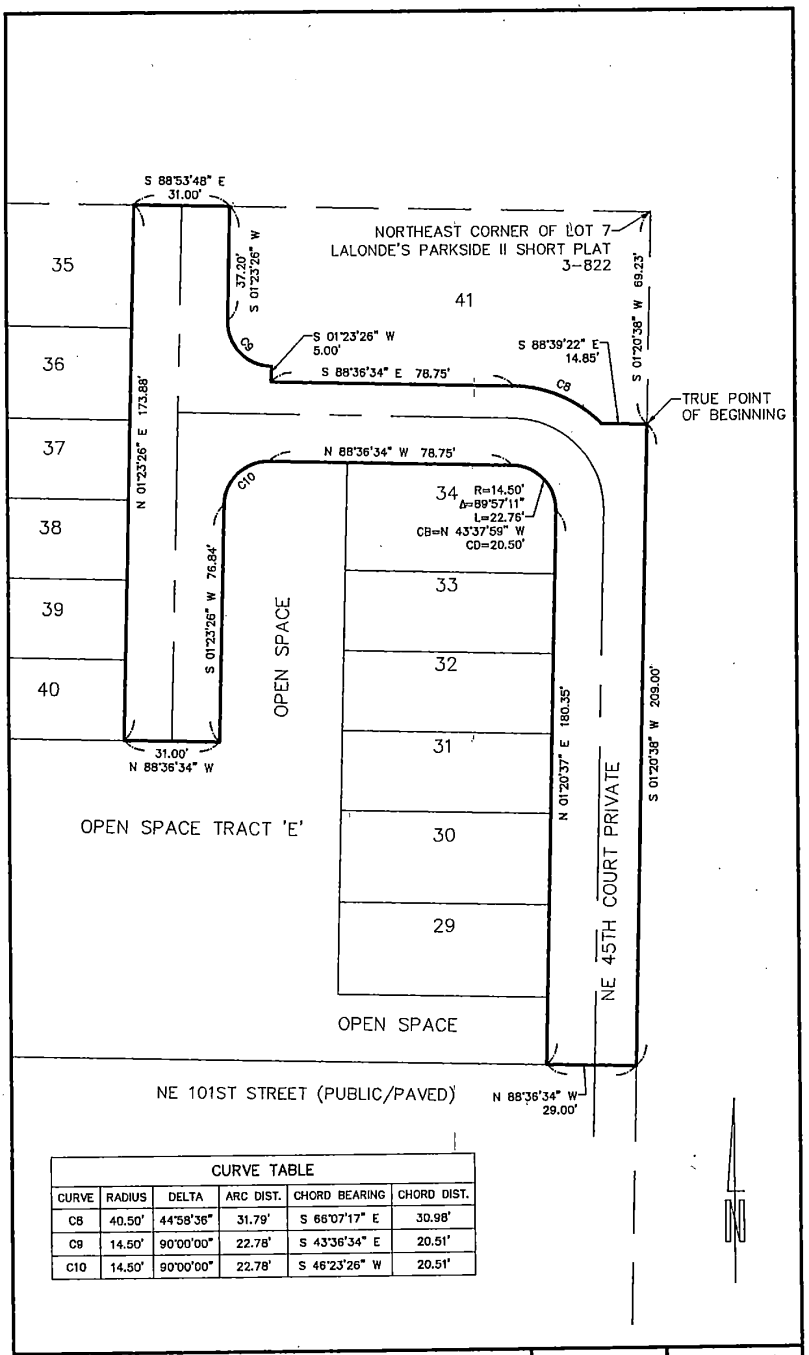
Thence along the arc of a tangent 40.50 foot radius curve to the right, the long chord of which bears South 66°07'17" East, with a chord distance of 30.98 feet through a central angle of 44°58'36", for an arc distance of 31.79 feet;

Thence South 88°39'22" East, for a distance of 14.85 feet to the TRUE POINT OF BEGINNING.



7-23-2024

Non-Order Search
6215416 COV 11-07-2024
Page 8 of 12
Requested By: Courtney.Ventura, Printed: 5/5/2026 7:42 PM



CURVE TABLE					
CURVE	RADIUS	DELTA	ARC DIST.	CHORD BEARING	CHORD DIST.
C8	40.50'	44°58'36"	31.79'	S 66°07'17" E	30.98'
C9	14.50'	90°00'00"	22.78'	S 43°36'34" E	20.51'
C10	14.50'	90°00'00"	22.78'	S 46°23'26" W	20.51'

MINISTER-GLAESER SURVEYING INC.
2700 E. EVERGREEN BLVD.
VANCOUVER, WA 98661
(360) 694-3313

EXHIBIT "A-1"

PRIVATE ROAD MAINTENANCE COVENANT

SCALE: 1"=40'
JOB NO. 22-520
DATE: 07-16-2024
DWG FILE: 22520EX1
DRAWN BY: AAD
SHEET: 1 OF 1

MINISTER-GLAESER
SURVEYING INC.

Vancouver Office – 2200 E. Evergreen Blvd., Vancouver, Washington 98661
(360) 694-3313 (360) 694-8410 FAX
Pasco Office – 6303 Burden Blvd. Suite E, Pasco, Washington 99301
(509) 544-7802 (509) 544-7862 FAX

July 23, 2024

EXHIBIT "B"

PRIVATE ROAD:

A parcel of land in a portion of Lot 7 of LaLonde's Parkside II Short Plat according to the plat thereof recorded in Book 3 of Short Plats at Page 822, records of Clark County Washington in a portion of the Southeast quarter and the Southwest quarter of the Southeast quarter of Section 36, Township 3 North, Range 1 East of the Willamette Meridian, Clark County, Washington, more particularly described as follows.

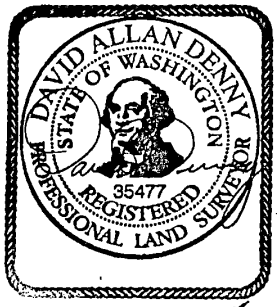
Beginning at the Southeast corner of said Lot 7;

Thence North 88°51'24" West, along the South line of said Lot 7 for a distance of 27.00 feet;

Thence North 01°20'38" East, for a distance of 163.00 feet;

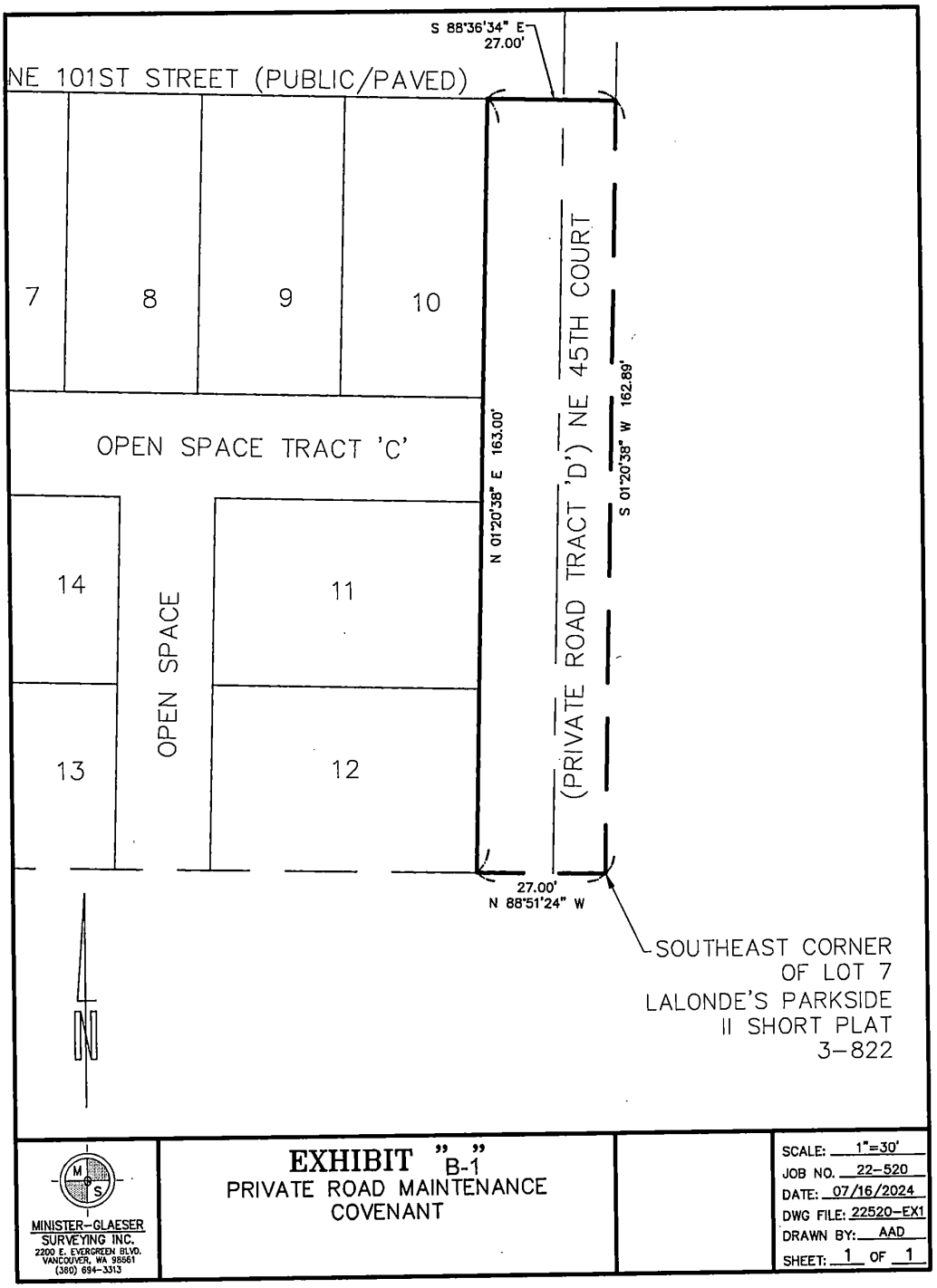
Thence South 88°36'34" East, for a distance of 27.00 feet to the East line of said Lot 7;

Thence South 01°20'38" West, along the East line of said Lot 7 for a distance of 162.89 feet to the POINT OF BEGINNING.



7-23-2024

Non-Order Search
6215416 COV 11-07-2024
Page 10 of 12
Requested By: Courtney.Ventura, Printed: 5/5/2026 7:42 PM



Non-Order Search
6215416 COV 11-07-2024

Requested By: Courtney.Ventura, Printed: 5/5/2026 7:42 PM

EXHIBIT "C"
LALONDE WEST COTTAGES
PRIVATE ROAD RECOMMENDATION PERIODIC
MAINTENANCE SCHEDULE

1. **Standards of Maintenance.**

   A. Maintenance shall include, but not limited to road surfacing, shoulders, gates, signs, storm drainage facilities and vegetation control.

   B. The private road shall be maintained in a safe condition so as to allow free and reasonable passage of such vehicular traffic as may be reasonable and necessary in order that all parties may enjoy full and free use of the parcels of the real property affected hereby.

   C. A recommendation periodic maintenance schedule, prepared by the engineer for this project if found below in Section 2.

2. **Periodic Maintenance Schedule.**

Maintenance Schedule	Frequency
Street and Sidewalk Sweeping	Twice per year
Replace Asphalt / Seal Coat	Once per ten years

Kelly R Shinners

Kelly Shinners, P.E.
SGA ENGINEERING, PLLC



07/22/2024

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6215416 COV 11-07-2024

Requested By: Courtney.Ventura, Printed: 5/5/2026 7:42 PM

6215418 CCR
Total Pages:24 Rec: $326.50
Recorded in Clark County, WA
11/7/2024 9:16 AM
FIDELITY NATIONAL TITLE

RETURN ADDRESS

RVHB, LLC
P.O. Box 821303
Vancouver, WA 98682

Document Title(s)
Declaration and Covenants, Conditions, Restrictions, Reservations and Easements for LaLonde West Homeowners Association

Reference Number(s) of related documents:

Book 312 Page 328 AFN 6215412

Additional Reference #'s on page ____
Grantor(s)
RVHB, LLC, a Washington limited liability company

Additional grantors on page ____
Grantee(s)
Lalonde West Cottage Subdivision

Additional grantees on page ____

Legal Description: (abbreviated form: i.e. lot, block, plat or section township, range, quarter/quarter)
Lot 7 Lalonde Parkside 2 Volume 3 Page 822

Additional legal is on page ___
Assessor's Property Tax Parcel/Account Number
189971-000

After recording, return to:

RVHB, LLC
PO Box 821303
Vancouver, WA 98682-0029

Tax Lot: 199135000
Grantor: RVHB, LLC, a Washington Limited Liability Company
Grantee: The Public

Space Above for Recording Information

DECLARATION AND COVENANTS, CONDITIONS, RESTRICTIONS, RESERVATIONS AND EASEMENTS FOR LALONDE WEST HOMEOWNERS' ASSOCIATION

THIS DECLARATION AND COVENANTS, CONDITIONS, RESTRICTIONS, RESERVATIONS AND EASEMENTS is made and executed this 31st day of October 2024, by RVHB, LLC ("Declarant").

Declarant is the owner of real property legally described on Exhibit "A" attached hereto and incorporated herein by this reference. The entire property described on Exhibit "A" is referred to herein as the "Property" located in Clark County, Washington.

Declarant desires to create a general plan of development of the Property for the mutual benefit of all future owners. This Declaration further establishes certain restrictions on the various uses and activities that may be permitted on the Property.

NOW, THEREFORE, Declarant hereby declares that all of the Property shall be held, sold, and conveyed subject to the following covenants, conditions, restrictions and easements, which shall run with the Property and shall be binding upon all parties having or acquiring any right, title or interest in the Property or any part thereof, and shall inure to the benefit of each owner thereof.

Article 1

INTERPRETATION

1.1 Liberal Construction. The provisions of this Declaration shall be liberally construed to effectuate the purpose of creating mutually beneficial restrictions under a general plan of improvement for the benefit of all Lot Owners within the Property.

Clark Auditor 11/7/2024 9:16 AM 6215418 Page:2/24

Non-Order Search
6215418 CCR 11-07-2024

Requested By: Courtney.Ventura, Printed: 5/5/2026 7:42 PM

1.2 Covenant Running with Land. It is intended that this Declaration shall be operative as a set of covenants running with the land, or equitable servitudes, binding on Declarant, its successors and assigns, all subsequent owners of the Property, together with their grantees, successors, heirs, executors, administrators, devises or assigns.

1.3 Percentage of Lot Owners or Mortgagees. For purposes of determining the percentage of Lot Owners or Mortgagees, or percentage of voting power for, approving a proposed decision or course of action in cases where a Lot Owner owns, or a Mortgagee holds mortgages on, more than one (1) Lot, such Lot Owner shall be deemed a separate Lot Owner for each such Lot so owned and such Mortgagee shall be deemed a separate Mortgagee for each such first Mortgage so held.

1.4 Declarant is Original Owner. Declarant is the original owner of all Lots and the Property and will continue to be deemed the owner thereof except upon recordation of Conveyances or documents changing such ownership regarding specifically described Lots.

1.5 Captions and Exhibits. Captions given to the various Articles and Sections herein are for convenience only and are not intended to modify or affect the meaning of any of the substantive provisions hereof. The various Exhibits referred to herein and attached hereto shall be deemed incorporated herein by reference as though fully set forth herein where such reference is made.

Article 2

DEFINITIONS

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

2.1 "Assessment" means all sums chargeable by the Association against a Lot, including, without limitation:

2.1.1 regular and special Assessments for Common Expenses, charges, and fines imposed by the Association;

2.1.2 interest and late charges on any delinquent account; and

2.1.3 costs of collection, including reasonable attorney fees, incurred by the Association in connection with the collection of a delinquent Lot Owner's account.

2.2 "Association" means the association of Lot Owners established pursuant to Article 3 hereof.

Clark Auditor 11/7/2024 9:16 AM 6215418 Page:3/24

Non-Order Search
6215418 CCR 11-07-2024
Page 3 of 24
Requested By: Courtney.Ventura, Printed: 5/5/2026 7:42 PM

2.3 "Board of Directors" or "Board" means the board of directors of the Association established pursuant to the Bylaws and Article 4 hereof.

2.4 "Bylaws" means the Bylaws of the Association as provided for in Article 3 hereof.

2.5 "Common Areas" means any land owned by the Association other than the Lots as depicted on the Plat Map. All Common Areas shall be maintained by the Association.

2.6 "Common Expenses" means expenditures made by or financial liabilities of the Association, together with any allocations to reserves.

2.7 "Common Expense Liability" means the liability for Common Expenses allocated to each Lot.

2.8 "Conveyance," "Convey," or "Conveyed" means any transfer of the ownership of a Lot, including a transfer by deed, Foreclosure or by real estate contract but shall not include a transfer solely for security.

2.9 "Declarant" means RVHB, LLC its successors and assigns.

2.10 "Declarant Control" means the right, if expressly reserved by this Declaration, of Declarant or persons designated by Declarant to appoint and remove Association officers and Board members, or to veto or approve a proposed action of the Board or Association; provided, that in no event shall exercising the voting rights allocated to a Lot or Lots owned by Declarant be deemed "Declarant Control."

2.11 "Declaration" means this Declaration and any amendments thereto.

2.12 "Dispose" or "Disposition" means a voluntary transfer or Conveyance to a purchaser or lessee of any legal or equitable interest in a Lot, but does not include the transfer or release of a security interest.

2.13 "Eligible Mortgagee" means the holder of a Mortgage on a Lot that has filed with the Secretary of the Association a written request that he/she/it be given copies of notices of any action by the Association that requires the consent of Mortgagees.

2.14 "Foreclosure" means a forfeiture or judicial or non-judicial foreclosure of a Mortgage, or a deed given in lieu thereof.

2.15 "Manager" means the Person retained by the Board to perform such management and administrative functions and duties as are delegated to such Person and as are provided in a written agreement between such Person and the Association.

2.16 "Mortgage" means a mortgage or deed of trust that creates a lien against a Lot, and also means a real estate contract for the sale of a Lot.

2.17 "Mortgagee" means the beneficial owner, or the designee of the beneficial owner, of an encumbrance on a Lot created by Mortgage, and shall also mean the vendor, or the designee of a vendor, of a real estate contract for the sale of a Lot.

Non-Order Search
6215418 CCR 11-07-2024
Page 4 of 24
Requested By: Courtney.Ventura, Printed: 5/5/2026 7:42 PM

2.18 "Mortgagee of a Lot" means the holder of a Mortgage on a Lot, which Mortgage was recorded simultaneous with or after the recordation of this Declaration.

2.19 "Person" means a natural person, corporation, partnership, limited partnership, trust, limited liability company, governmental subdivision or agency, or other legally recognized entities.

2.20 "Property" or "Real Property" means any fee, leasehold or other estate or interest in, over, or under the land described in Exhibit "A", including, buildings, structures, fixtures, and other improvements thereon and easements, rights and interests appurtenant thereto which by custom, usage, or law pass with a Conveyance of land although not described in the contract of sale or instrument of conveyance. "Property" or "Real Property" includes parcels, with or without upper or lower boundaries, and spaces that may be filled with air or water, and all personally intended for use in connection therewith.

2.21 "Purchaser" means any person, other than Declarant, who by means of a Disposition acquires a legal or equitable interest in a Lot other than:

2.21.1 a leasehold interest, including renewal options, of less than twenty (20) years at the time of creation of the Lot, or

2.21.2 as security for an obligation.

2.22 "Residential Purposes" means use for dwelling or recreational purposes, or both.

2.23 "Special Declarant Rights" means rights of Declarant, if expressly reserved in this Declaration for the benefit of Declarant, to:

2.23.1 complete improvements indicated on the Plat Map recorded with the Declaration;

2.23.2 maintain sales offices, management offices, signs advertising the development, and model units;

2.23.3 use easements through the Common Areas for the purpose of making improvements within the Property;

2.23.4 appoint or remove any officer of the Association or any member of the Board, or to veto or approve a proposed action of the Board or Association, during any period of Declarant Control.

2.24 "Plat Map" means the survey map of the subdivision recorded simultaneously with this Declaration and any amendments, corrections, and addenda thereto subsequently recorded.

2.25 "LALONDE WEST HOMEOWNERS ASSOCIATION Homeowners Association" means the nonprofit corporation governing property owners, including but not limited to, the Lot Owners herein.

2.26 "Lot" means the physical lot as depicted on the Plat Map and all structures constructed thereon.

Non-Order Search
6215418 CCR 11-07-2024
Page 5 of 24
Requested By: Courtney.Ventura, Printed: 5/5/2026 7:42 PM

2.27 "Lot Owner" or "Owner" means Declarant or such other Person who owns a Lot, but does not include a Person who has an interest in a Lot solely as security for an obligation. "Lot Owner" or "Owner" means the vendee, not the vendor, of a Lot under a real estate contract.

Article 3

ASSOCIATION OF LOT OWNERS

3.1 Organization. Upon the recording of this Declaration, an association of Lot Owners shall be organized and established to serve as a means through which the Lot Owners may take action with regard to the administration, management and operation of the subdivision. The name of this Association shall be "LALONDE WEST HOMEOWNERS ASSOCIATION Homeowners Association." The Association shall be organized as a nonprofit corporation under the laws of the state of Washington.

3.2 Membership.

3.2.1 Qualification. Each Lot Owner (including Declarant) shall be a member of the Association and shall be entitled to one (1) membership for each Lot so owned; provided, that if a Lot is sold on contract, the contract purchaser/vendee shall exercise the rights of the Lot Owner for purposes of the Association, this Declaration, and the Bylaws of the Association, except as expressly limited herein, and shall be the voting representative unless otherwise specified. Membership in the Association shall at all times consist exclusively of Lot Owners (including, Declarant and contract purchasers/vendees).

3.2.2 Transfer of Membership. The Association membership of each Lot Owner (including Declarant) shall be appurtenant to the Lot giving rise to such membership, and shall not be assigned, transferred, pledged, hypothecated, conveyed or alienated in any way except upon the transfer of title to said Lot, and then only to the transferee of title to such Lot. Any attempt to make a prohibited transfer shall be void. Any transfer of title to a Lot shall operate automatically to transfer the membership in the Association appurtenant thereto to the new Lot Owner thereof.

3.3 Voting. The Association shall have two classes of membership, Class "A" and Class "B", as follows:

3.3.1 Class "A". Class "A" Members shall be all Lot Owners with the exception of the Class "B" Member, if any. Class "A" Members shall be entitled to one (1) equal vote for each Lot in which they hold the interest required for membership; there shall be only one (1) vote per Lot. In any situation where a Member is entitled personally to exercise the vote for his or her Lot and more than one (1) Person holds the interest in such Lot required for membership, the vote for such Lot shall be exercised as those Persons determine among themselves and advise the Secretary of the Association in writing prior to the meeting. In the absence of such advice, the Lot's vote shall be suspended if more than one (1) Person seeks to exercise it.

3.3.2 Class "B". The Class "B" Member shall be the Declarant. The rights of the Class "B" Member, including the right to approve actions taken under this Declaration and the Bylaws, are specified elsewhere in this Declaration and in the Bylaws. The Class "B" Member shall be entitled to appoint a majority of the members of the Board of Directors during the Class "B"

Clark Auditor 11/7/2024 9:16 AM 6215418 Page:6/24

Non-Order Search
6215418 CCR 11-07-2024
Page 6 of 24
Requested By: Courtney.Ventura, Printed: 5/5/2026 7:42 PM

Control Period, as specified in the Bylaws. The Class "B" Membership shall terminate and become converted to Class "A" Membership upon the earlier of:

3.3.2.1 Expiration of the Class "B" Control Period pursuant to the By- laws;

3.3.2.3 When, in its discretion, the Declarant so determines.

3.4 Adoption of Bylaws. Upon the execution and the recording of this Declaration, Declarant shall adopt Bylaws for the Association. A copy of the proposed Bylaws of the Association is attached hereto as Exhibit "B"

Article 4

MANAGEMENT OF ASSOCIATION

4.1 Administration. The administration of the Association shall be in accordance with the provisions of this Declaration, the Articles of Incorporation, and the Bylaws of the Association which are incorporated herein by this reference.

4.2 Board of Directors. Upon recording of this Declaration, Declarant will appoint an interim Board of Directors and officers of the Association, which Directors and officers shall serve until their successors have been elected as provided in the Bylaws.

4.3 Limitation on Authority of Board of Directors.

4.3.1 In General. The Association, acting by and through the Board of Directors, or a Manager appointed by the Board, shall have the powers and authority permitted to the Association through the Act and the Bylaws, except as limited herein.

4.3.2 Capital Improvements. The Board of Directors shall have no authority to make capital additions or improvements, or to pay for the same out of Association funds (except for purposes of restoring, repairing or replacing portions of the Common Areas) having a total cost in excess of Two Thousand Dollars ($2,000), unless the Lot Owners have authorized the expenditures by a vote of fifty one percent (51%) of the majority of the voting rights present, in person or by proxy, at a meeting of the members of the Association called for such purpose.

4.3.3 Employment of Legal Counsel. The Board of Directors shall have no authority to employ legal counsel, institute, defend or intervene in litigation or administrative proceedings in its own name in behalf of itself or Lot Owners on matters affecting the Property except upon a unanimous vote of the Board. The Board may not incur or commit the Association to incur legal fees in excess of Two Thousand Dollars ($2,000) for any specific matter unless the Lot Owners have authorized the expenditure by a vote of fifty one percent (51%) of the majority of the voting rights present, in person or by proxy, at a meeting of the members of the Association called for such purpose.

Non-Order Search
6215418 CCR 11-07-2024

Requested By: Courtney.Ventura, Printed: 5/5/2026 7:42 PM

Article 5

DEVELOPMENT STANDARDS AND ARCHITECTURAL CONTROL

5.1 Residence Size. Only single-family dwellings with attached storage or garages and outbuildings or other related units and amenities shall be constructed or maintained on the Lots. The proposed dwelling must be at least 900 square feet of finished living area for one-story homes, and 1,200 square feet of finished living area for all other homes. Garages, storage areas, breezeways or covered patios shall not be considered part of the finished living area. Daylight basements shall be considered part of the finished living area. Full underground basement areas shall be considered part of the finished living area, but calculated at 50% of the total area in the basement.

5.2 Temporary Structures. No structure of a temporary character, tent, shack, or other outbuilding shall be used as a residence.

5.3 Fencing. Fences shall be of cedar construction, or other material as approved by Declarant, and shall be 6 feet.

5.4 Building Material. Building materials used for all improvements on the Property shall be of good quality consistent with construction standards of similar developments located in Clark County. Building Plans submitted to Declarant for approval prior to closing shall include a description of all building materials to be used. All contractors and subcontractors constructing improvements on the Lots shall be licensed and bonded in the State of Washington.

5.5 Landscape Requirements. Landscaping for the front-yard and of a Lot shall be completed within three (3) months from receipt of certificate of occupancy. Back-yard landscaping shall be completed no later than one hundred twenty (120) after the first transfer to a Lot Owner post-construction. Street trees shall be installed and maintained by each Lot owner. Front and back yards will be professionally maintained by the Association. The Association is authorized to use water from each home to water landscaping during maintenance. All bushes and trees will be cut and shaped to maintain a uniform look. Arborvitaes shall not exceed 8' in height. Any bush or tree that dies shall be replaced promptly.

5.6 Completion of Construction. Projects should be completed as expediently as possible.

5.7 Design Guidelines. The site perimeter shall be appropriately landscaped on each Lot and screening and buffers will be reviewed. Architectural form will be carefully controlled with special regard to: Roof lines; Exterior walls; Colors; Materials; Paving; View Preservation and Screening. Declarant shall issue its specific Design Guidelines upon request of a potential purchaser of a Lot.

5.8 Architectural Control. None of the following actions may be taken until plans and specifications for the same have been approved in writing by the Declarant, unless such right is specifically relinquished by Declarant.

5.8.1 Construction of any building or structure, including outbuildings, fences and walls.

5.8.2 Alteration of the exterior of any building or improvement, including any change in exterior color.

Non-Order Search
6215418 CCR 11-07-2024
Page 8 of 24
Requested By: Courtney.Ventura, Printed: 5/5/2026 7:42 PM

5.8.3 Excavation, grading or removal of dirt, except as may be necessary for the construction of any improvement approved by Declarant.

5.8.4 Any alteration of the natural drainage of a Lot.

5.8.5 Installation of exterior lighting which is visible from any street or Lot within the Property.

5.9 Procedure. Any person wishing to take any of the actions described in Section 5.8 above shall submit to Declarant two (2) sets of plans and specifications as follows:

5.9.1 Plans for the construction or alteration of any building, structure or improvement, which shall include building elevation plans which, in addition to the details customarily shown on such plans, shall show the proposed location of the structure on the Lot, the exterior color scheme, proposed outdoor lighting, and proposed landscaping. At the request of Declarant, the person submitting such plans shall locate stakes on the Lot which indicate the corners of the proposed structures.

5.9.2 Plans for excavation, grading, removal of dirt, or alteration of natural drainage shall indicate the topography of the existing ground and the reason for modification.

5.10 Government Approval. Lot Owners shall meet all applicable zoning and building requirements and every structure shall be designed and constructed in such a manner as not to adversely affect the fire rating of any structure built upon any other Lot. Lot Owners and their contractors or agents shall comply with all laws, rules and regulations relating to development and construction and obtain all necessary permits and approvals required by the appropriate municipality or government agency.

5.11 Criteria for Approval. The proposed action should relate favorably to the landscape, the existing structures and to the neighborhood plan, in general. Approval of the Lot Owner's plans and specifications may be withheld or conditioned if the proposed action is at variance with these Covenants, other covenants covering the Property, or design guidelines adopted by Declarant. Approval may also be withheld or conditioned if, in the opinion of Declarant, the proposed action will be detrimental to the neighborhood plan because of the grading and drainage, location of the improvement on the Lot, color scheme, finished design, proportions, size of building, shape, height, style, materials, proposed outdoor lighting or landscape plan.

5.12 Waiver of Liability of Declarant. Neither Declarant nor its successors or assigns shall be liable in damages to anyone submitting plans to them for approval, or to any Lot Owner, lessee or occupant of land affected by this Declaration by reason of mistake in judgment, negligence, or nonfeasance arising out of or in connection with the approval or disapproval or failure to approve such plans. Every person who submits plans to Declarant for approval agrees, by submission of such plans, and every Lot Owner, lessee or occupant of any of said Lot agree, by acquiring title thereto or interest therein, that he will not bring any action or suit against Declarant to recover any such damages. Declarant's review and approval or disapproval of plans and specifications shall be for all Lot Owners' benefit, and shall be made in Declarant's sole discretion. Approval or disapproval shall not be relied upon by the applicant in any way as an indication of sufficiency, structural soundness or in any other way,

Clark Auditor 11/7/2024 9:16 AM 6215418 Page:9/24

Non-Order Search
6215418 CCR 11-07-2024
Page 9 of 24
Requested By: Courtney.Ventura, Printed: 5/5/2026 7:42 PM

such review having been made solely to assure Declarant that the improvements contemplated would be aesthetically compatible with the general plan of the Property.

Article 6

RESTRICTIONS ON USE, OCCUPANCY, AND ALIENATION

6.1 Residential Purposes. Each Lot is to be used only in the following manner:

6.1.1 for Residential Purposes, including sleeping, eating, food preparation for on-site consumption by occupants and guests of occupants, entertaining by occupants of personal guests, and similar activities commonly conducted within a residential dwelling, without regard to whether the Lot Owner or occupant resides in the Lot as a primary or secondary personal residence, on an ownership, rental, lease or invitee basis;

6.1.2 for such other reasonable ancillary purposes commonly associated with residential dwellings and otherwise in compliance with this Declaration (as amended), the Bylaws, and applicable law; and

6.1.3 for purposes of operating and managing the Association. No commercial activities of any kind shall be carried on in any Lot without the consent of the Board, except activities relating to the rental or sale of Lots; provided that the foregoing shall not be construed so as to prevent or prohibit a Lot Owner or occupant from maintaining his/her professional personal library, keeping his/her personal business or professional records or accounts, handling his/her personal business or professional telephone calls, or conferring with business or professional associates, clients or customers, in such Lot Owner's or occupant's Lot.

6.2 Parking Restrict ions. All items and equipment, including campers, boats, motorcycles, trailers, motorhomes, jet skis, wave runners, and other recreational vehicles or equipment shall be stored in the Lot owner's garage, other structure, screened from public view, or off the Property. Temporary street parking for up to 48 hours total is allowed. The Board may require removal of any recreational vehicle (and any other item or equipment) improperly parked or stored; if same is not promptly removed upon request, the Board shall cause removal at the risk and expense of the owner thereof. Use of all Common Areas and Property may be regulated by rules and regulations promulgated by the Board from time to time.

6.3 Driveway Parking Restrictions. Driveways may be used for parking of automobiles by the occupants of the Lot or Lots to which the driveways are allocated, provided that such parking shall not block all or any part of any common driveway area.

6.4 Animals. Dogs, cats and other ordinary household pets are the only animals allowed to be kept on Lots. No animals shall be permitted to run at large nor shall be kept, bred or raised for commercial purposes or in unreasonable numbers. The keeping of such animals shall be subject to all applicable rules and regulations promulgated by the Board from time to time. Any inconvenience, damage or unpleasantness caused by such animals shall be the responsibility of the respective owners thereof, and owners shall be responsible for removal of all debris of their animals. All dogs shall be carried or kept on a leash while outside a Lot. No animal shall be permitted to cause or create a nuisance or unreasonable disturbance or noise. The Board may require the removal of any animal which the Board in the exercise

Clark Auditor 11/7/2024 9:16 AM 6215418 Page:10/24

Non-Order Search
6215418 CCR 11-07-2024
Page 10 of 24
Requested By: Courtney.Ventura, Printed: 5/5/2026 7:42 PM

of reasonable discretion finds disturbing other Lot Owners unreasonably, and may exercise this authority for specific animals even though other animals are permitted to remain.

6.5 Offensive or Unlawful Activities. No noxious or offensive activities shall be carried on in any Lot or Common Area, nor shall anything be done or placed therein or thereupon which may be or become an interference with, or jeopardize the enjoyment of, other Lots or the Common Areas, or which is a source of annoyance or nuisance to residents of the Association. All residents of the Association shall exercise extreme care not to make noises which may disturb other residents, including the use of musical instruments, radios, televisions, stereos and amplifiers. No refuse, garbage, trash, rubbish or other waste of any kind shall be thrown, placed or kept in any part of the Lots except in sanitary containers within disposal facilities provided for such purpose. No garments, rugs or other similar items shall be hung from windows, doors, facades, porches, patios, decks, or otherwise displayed in public view. No unlawful use shall be made of the Lots nor any part thereof, and all valid laws, zoning ordinances, and regulations of all governmental bodies having jurisdiction thereof shall be observed.

6.6 Firearms, Hunting and Related Activity. No firearms or weapons or any kind or nature, including rifles, handguns, cross bow, bow and arrows, slingshots, BB type or pellet guns, or other like weapon, shall be used or discharged within the Lots except by authorized governmental officials.

6.7 Motorized Vehicles Prohibited. Motorized vehicles of any type, such as ATV's or three wheelers, shall be restricted to maintenance and/or emergency vehicles only.

6.8 Exterior Lighting, Noisemaking Device, or Antenna. Except with the written consent of the Board, no exterior lighting, noisemaking device, antenna, transmitting tower, or like equipment and instruments shall be installed, affixed or otherwise maintained on or about any exterior portion of any Lot.

6.9 Exterior Appearance. In order to preserve a uniform and attractive appearance of the Lots visible to the public, the Board shall require the painting and other decorative finish of the Lots, and prescribe the type and color of such decorative finishes, and may prohibit, require or regulate any modification or decoration of the Lots undertaken or proposed by any Lot Owner. This authority of the Board extends to screens, doors, awnings, rails, windows, decks, patios, and any other portions of the Lots visible to the public. All dirt, moss, dirt, etc. shall be professionally cleaned at the discretion of the Association and will be done on a regular base as needed by the Association. Garbage containers are to be stored beside house, out of sight of public view on any day that garbage is not being picked up.

6.10 Signs. Unless written approval is first obtained from the Board, no sign of any kind shall be displayed or otherwise be made visible to the public on or from any Lot; provided, that the Board shall, by and subject to appropriate rules and regulations, permit a Lot Owner to temporarily place a sign at the Lot, indicating that a Lot is for sale; and provided, that this Section 6.10 shall not apply to Declarant in exercising any Special Declarant Right reserved by Declarant under this Declaration or in placing signs on or about the Property to advertise Lots for sale or lease.

6.11 Rental. For purposes of this Declaration, "leasing" is defined as regular, exclusive occupancy of a Lot by a person or persons other than the Lot Owner for which the Lot Owner receives any consideration or benefit, including, but not limited to a fee, service, or gratuity. All leases shall be in writing and shall be for an initial term of no less than six (6) months, except with prior written consent of the Board of Directors. The Lot Owner must make available to the lessee copies of this Declaration, the

Clark Auditor 11/7/2024 9:16 AM 6215418 Page:11/24

Non-Order Search
6215418 CCR 11-07-2024
Page 11 of 24
Requested By: Courtney.Ventura, Printed: 5/5/2026 7:42 PM

Bylaws and rules and regulations. All leases shall be deemed to provide that the tenant, by occupancy of the Lot, agrees to the applicability of this Declaration and agrees to abide by all terms and provisions located herein and, in the rules, and regulations promulgated by the Board, both as amended. The Lot Owner shall be responsible for the assessments, fines and charges accrued by their tenant.

6.12 Unoccupied Lots. Owners of unoccupied Lots shall maintain the Lots in a clean, fire safe condition, including maintaining grass and trees in a condition equal to that which existed at the time of the Lot purchase. In the event a condition exists inconsistent with this or any other restriction herein, any person entitled to hereunder may use the legal powers as set forth in this Declaration to correct said inconsistent condition.

6.13 Sight Distance. All property located at street intersections shall be landscaped so as to permit a clear line of vision across the street corners. No fence, wall, hedge or shrub planting shall be placed or permitted to remain where it would create a traffic or sight problem.

6.14 Association Rules and Regulations. The Board may, from time to time, adopt, amend, or revoke rules and regulations governing the conduct of Persons and the operation and use of the Lots and Common Areas, as it may deem necessary or appropriate in order to ensure compliance with the general guidelines of this Article 6 and to assure the peaceful and orderly use and enjoyment of the Property. Such action may be modified or revoked by vote of not less than seventy-five percent (75%) of the voting rights present, in person or by proxy, at any meeting of Association members, the notice for which shall have stated that such modification or revocation of rules and regulations will be under consideration. A copy of the rules and regulations, upon adoption, and a copy of each amendment, modification or revocation thereof, shall be promptly delivered by the Secretary of the Association to each Lot Owner and shall be binding upon all Lot Owners and occupants of all Lots from the date of delivery.

Article 7

COMMON EXPENSES AND ASSESSMENTS

7.1 Estimated Expenses. Within sixty (60) days prior to the beginning of each fiscal year of the Association, the Board: shall estimate the charges including Common Expenses, and any special charges for particular Lots to be paid during such year; shall make provision for creating, funding and maintaining reasonable reserves for contingencies and operations, as well as the maintenance, repair and replacement of Common Areas; and shall take into account any expected income and any surplus available from the prior year's operating fund. Without limiting the generality of the foregoing but in furtherance thereof, the Board shall create and maintain from regular monthly Assessments a reserve fund for replacement of those Common Areas which can reasonably be expected to require replacement or a 'major' repair. The Board shall calculate the contributions to said reserve fund so that there are sufficient funds therein to replace, or perform such major repair, to each Common Area covered by the fund at the end of the estimated useful life of each such Common Area. The initial Board, whether appointed by Declarant or elected by Lot Owners, may at any suitable time establish the first such estimate. If the sum estimated and budgeted at any time proves inadequate for any reason (including nonpayment for any reason of any Owner's Assessment), the Board may at any time levy a further Assessment, which shall be assessed to the Owners according to this Article. Similarly, if the sum estimated and budgeted, and being collected and/or already collected, at any time proves excessive, the Board may reduce the amount being

Clark Auditor 11/7/2024 9:16 AM 6215418 Page:12/24

Non-Order Search
6215418 CCR 11-07-2024
Page 12 of 24
Requested By: Courtney.Ventura, Printed: 5/5/2026 7:42 PM

assessed and/or apply existing funds (in excess of current needs and required reserves) against future Assessments and/or refund such excess funds.

7.2 Payment by Owners. Each Owner shall be obligated to pay his/her/its share of Common Expenses and special charges made pursuant to this Article to the Treasurer of the Association in equal monthly installments on or before the first day of each month during the Association's fiscal year, or in such other reasonable manner as the Board shall designate. No Owner may exempt himself/herself from liability for payment of Assessments for any reason, including waiver of use or enjoyment of any of the Common Areas or abandonment of the Owner's Lot. Notwithstanding anything to the contrary herein, upon commencement of Assessments, lots owned by Declarant shall be excluded from the Assessment obligation.

7.3 Commencement of Assessments. Declarant, in the exercise of its reasonable discretion, shall determine when the Association shall commence making Assessments. Until the Association makes an Assessment, Declarant shall pay all Common Expenses. After any Assessment has been made by the Association, Assessments must be made against all Lots, based on a budget adopted by the Association; provided, for a period not to exceed twelve(12) months following the date of first Conveyance of a Lot to an Owner other than Declarant or an affiliate of Declarant, the Board (whether appointed by Declarant or elected by Lot Owners) may elect not to collect monthly Assessments estimated as provided in Section 7.1 and instead elect to collect and expend monthly Assessments based on the actual costs of maintaining, repairing, operating and insuring the Common Areas.

7.4 Allocated Liability. Except as provided below, all Common Expenses will be assessed equally against all owners. Any past due Assessment or installment thereof bears interest at the rate established by the Association pursuant to Section 7.7.7.

7.5 Owner Misconduct. To the extent that any Common Expense is caused by the misconduct of any Lot Owner, or the Lot Owner's failure to comply with the provisions of this Declaration, the Association shall assess that expense against the Owner's Lot.

7.6 Reallocation. If Common Expense Liabilities are reallocated, Assessments and any installment thereof not yet due shall be recalculated in accordance with the reallocated Common Expense Liabilities.

7.7 Lien for Assessments.

7.7.1 Lien. The Association has a lien on a Lot for any unpaid Assessments levied against such Lot from the time the Assessment is due.

7.7.2 Priority. A lien under this Article shall be prior to all other liens or encumbrances on a Lot except:

7.7.2.1 liens for real property taxes and other governmental assessments or charges against the Lot;

7.7.2.2 a Mortgage on the Lot recorded before the date on which the Assessment sought to be enforced became delinquent; and

7.7.2.3 liens and encumbrances recorded before the recording of the Declaration.

Non-Order Search
6215418 CCR 11-07-2024
Page 13 of 24
Requested By: Courtney.Ventura, Printed: 5/5/2026 7:42 PM

7.7.3 Subordination of the Lien to First Mortgages. The lien of assessments, including interest, late charges (subject to the limitations of Washington law), and costs (including attorney's fees) provided for herein, shall be subordinate only to the lien of any first Mortgage upon any Lot. The sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to judicial or nonjudicial foreclosure of a first Mortgage 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 lien rights for any assessments thereafter becoming due. Where the Mortgagee holding a first Mortgage of record or other purchaser of a Lot obtains title pursuant to judicial or nonjudicial foreclosure of the Mortgage, it shall not be liable for the share of the Common Expenses or assessments by the Association chargeable to such Lot which became due prior to such acquisition of title. Such unpaid share of Common Expenses or assessments shall be deemed to be Common Expenses collectible from Owners of all the Lots, including such acquirer, its successors and assigns.

7.7.4 Limitation on Action. A lien for unpaid Assessments and the personal liability for payment of Assessments is extinguished unless proceedings to enforce the lien or collect the debt are instituted within three (3) years after the unpaid Assessments sought to be recovered becomes due.

7.7.5 Foreclosure. The lien arising under this Article 7 may be enforced judicially by the Association or its authorized representative in the manner set forth in RCW Chapter 61.12. The Association or its authorized representative shall have the power to purchase the Lot at the foreclosure sale and to acquire, hold, lease, mortgage, or convey the same. Upon an express waiver in the complaint of any right to a deficiency judgment in a judicial foreclosure action, the period of redemption shall be eight (8) months. Nothing in this Section shall prohibit the Association from taking a deed in lieu of foreclosure.

7.7.6 Owner Liability. In addition to constituting a lien on the Lot, each Assessment shall be the joint and several obligations of the Owner or Owners of the Lot to which the same are assessed as of the time the Assessment is due. In a voluntary Conveyance, the grantee of a Lot shall be jointly and severally liable with the grantor for all unpaid Assessments against the latter up to the time of the grantor's conveyance, without prejudice to the grantee's right to recover from the grantor the amounts paid by the grantee therefor. Suit to recover a personal judgment for any delinquent Assessment shall be maintainable in any court of competent jurisdiction without foreclosing or waiving the lien securing such sums. Foreclosure of a Mortgage does not relieve the prior Owner of personal liability for Assessments accruing against the Lot prior to the date of such sale as provided in this Article 7.

7.7.7 Late Charges. The Association may from time to time establish reasonable late charges and a rate of interest to be charged on all delinquent Assessments or installments thereof. In the absence of another established nonspurious rate, delinquent Assessments shall bear interest from the date of delinquency at the maximum rate permitted under RCW 19.52.020 on the date on which the Assessment becomes delinquent.

7.7.8 Attorney Fees. The prevailing party shall be entitled to recover any costs and reasonable attorney fees incurred in connection with the collection of delinquent Assessments,

Clark Auditor 11/7/2024 9:16 AM 6215418 Page:14/24

Non-Order Search
6215418 CCR 11-07-2024

Requested By: Courtney.Ventura, Printed: 5/5/2026 7:42 PM

whether or not such collection activities result in suit being commenced or prosecuted to judgment. In addition, the prevailing party shall be entitled to recover costs and reasonable attorney fees if it prevails on appeal and in the enforcement of a judgment.

7.7.9 Assessment Certificate. The Association, upon written request, shall furnish to a Lot Owner or a Mortgagee a statement signed by an officer or authorized agent of the Association setting forth the number of unpaid Assessments against that Lot. The statement shall be furnished within fifteen (15) days after receipt of the request and is binding on the Association, the Board, and every Lot Owner, unless and to the extent known by the recipient to be false.

7.8 Acceleration of Assessments. In the event any monthly Assessment or special charge attributable to a particular Lot remains delinquent for more than sixty (60) days, the Board may, upon fifteen (15) days' written notice to the Owner of such Lot, accelerate and demand immediate payment of all, or such portion as the Board determines, of the monthly Assessments and special charges which the Board reasonably determines will become due during the next succeeding twelve (12) months with respect to such Lot.

Article 8

MAINTENANCE, REPAIR, REPLACEMENTS AND ALTERATIONS

8.1 Responsibility for Maintenance. The necessary work to maintain, repair or replace the Common Areas shall be the responsibility of the Association and shall be carried out as and in the manner provided for in the Bylaws. The necessary work to maintain, repair or replace any portion of a Lot, or any desired alterations, improvements or modifications to any portion of a Lot shall be the responsibility of the Lot Owner.

8.2 Party Walls and Party Fences. Each wall or fence built which shall serve and separate any two (2) adjoining Lots shall constitute a party wall or fence and, to the extent not inconsistent with the provisions of this Section, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply thereto. The cost of reasonable repair and maintenance of a party wall or fence shall be shared by the Owners who make use of the wall or fence in equal proportions.

8.3 Mortgagee's Rights upon Failure to Maintain. If the Mortgagee of any Lot determines that the Board is not providing an adequate maintenance, repair and replacement program for the Common Areas, such Mortgagee, at its option, may give notice to the Board by delivering same to the Secretary of the Association, setting forth the particular defect which it believes exists in the maintenance, repair and replacement program. If the specified defects are not corrected within ninety (90) days subsequent to receipt of such notice, then the Mortgagee, upon written notice to the Secretary of the Association that it is exercising its proxy rights, shall have the right to attend succeeding annual or special meetings of the Association and to cast a vote for each Lot on which it holds a Mortgage on all business coming before such meeting. Such proxy rights shall continue until the defects listed on the notice are corrected.

8.4 Private Road & Driveway Maintenance. Lot Owners affected shall jointly maintain the Private Driveways & Road serving the Lots, as depicted on the Plat. Clark County shall not be responsible for maintenance of the Private Driveways & Road. Maintenance shall be evaluated annually,

Non-Order Search
6215418 CCR 11-07-2024
Page 15 of 24
Requested By: Courtney.Ventura, Printed: 5/5/2026 7:42 PM

or as needed, and if repairs are deemed necessary and agreed to by the majority of the Owners of each Lot affected, the cost of repairs shall be determined and each Owner shall pay his or her share of the total cost. Each Lot affected shall have one vote. Any damage to said driveway(s) due to new construction or abuse by any Owner, or their agents, will be that Owner's sole responsibility to repair the driveway at their expense within thirty (30) days from damage. In the event that an Owner fails to pay his or her share of the maintenance when due, the remaining Owners may take legal action to recover the same, and shall be awarded their reasonable attorney fees.

8.5 Privately Owned Stormwater Facility Maintenance. Lot Owners affected shall jointly maintain the Private Stormwater Facilities serving the Lots, as depicted on the Plat. Clark County shall not be responsible for maintenance of the Private Stormwater Facilities. Maintenance shall be evaluated annually by the Association, or as needed, and if repairs are deemed necessary and agreed to by the majority of the Owners of each Lot affected, the cost of repairs shall be determined and each Owner shall pay his or her share of the total cost. Each Lot affected shall have one vote. Any damage due to new construction or abuse by any Owner, or their agents, will be that Owner's sole responsibility to repair the driveway at their expense within thirty (30) days from damage. In the event that an Owner fails to pay his or her share of the maintenance when due, the remaining Owners may take legal action to recover the same, and shall be awarded their reasonable attorney fees.

Article 9

INSURANCE

9.1 In General. Commencing not later than the time of the first Conveyance of a Lot to a person other than Declarant, the Association shall maintain, to the extent reasonably available:

9.1.1 Property Insurance. A blanket all-risk casualty insurance, if reasonably available, for all insurable improvements in the Common Areas.

9.1.2 Liability Insurance. A public liability policy covering the Common Areas, insuring the Association and its Members for all damage or injury caused by the negligence of the Association, any of its Members, Agents or any other person who has a right to occupy a Lot. The public liability policy shall have at least a One Million Dollar ($1,000,000.00) single person limit as respects bodily injury and property damage, a Two Million Dollar ($2,000,000.00) limit per occurrence, if reasonably available.

9.1.3 Other. Such other insurance (including Directors' and officers' liability) as the Board deems advisable.

9.2 Premium. Premiums for all insurance on the Common Areas shall be Common Expenses of the Association and shall be included in the Common Assessment. The policies may contain a reasonable deductible. The deductible shall be paid by the party who would be liable for the loss or repair in the absence of insurance and in the event of multiple parties shall be allocated in relation to the amount each party's loss bears to the total.

9.3 Coverage Not Available. If the insurance described in Section 9.1 is not reasonably available, or is modified, canceled, or not renewed, the Association promptly shall cause notice of that fact to be hand delivered or sent prepaid by first class United States mail to all Lot Owners, to each

Clark Auditor 11/7/2024 9:16 AM 6215418 Page:16/24

Non-Order Search
Page 16 of 24
6215418 CCR 11-07-2024
Requested By: Courtney.Ventura, Printed: 5/5/2026 7:42 PM

Eligible Mortgagee, and to each Mortgagee to whom a certificate or memorandum of insurance has been issued at their respective last known addresses. The Association in any event may carry any other insurance it deems appropriate to protect the Association or the Lot Owners.

9.4 Required Provisions. Insurance policies carried pursuant to this Article 9 shall:

9.4.1 provide that each Lot Owner is an insured person under the policy with respect to liability arising out of the Owner's interest in the Common Areas or, membership in the Association.

9.4.2 provide that the insurer waives its right to subrogation under the policy as to any and all claims against the Association, the Owner of any Lot and/or their respective agents, employees or tenants, and members of their household, and of any defenses based upon co-insurance or upon invalidity arising from the acts of the insured.

9.4.3 provide that no act or omission by any Lot Owner, unless acting within the scope of the Owner's authority on behalf of the Association, nor any failure of the Association to comply with any warranty or condition regarding any portion of the premises over which the Association has no direct control, will void the policy or be a condition to recovery under the policy;

9.4.4 provide that if, at the time of a loss under the policy, there is other insurance in the name of a Lot Owner covering the same risk covered by the policy, that policy shall be brought into contribution with the Association's policy;

9.4.5 provide that, despite any provision giving the insurer the right to restore damage in lieu of a cash settlement, such option shall not be exercisable without the prior written approval of the Association, or when in conflict with the provisions of any insurance trust agreement to which the Association is a party, or any requirement of law;

9.4.6 contain no provision (other than insurance conditions) which will prevent Mortgagees from collecting insurance proceeds; and

9.4.7 contain, if available, an agreed amount and Inflation Guard

9.5 Claims Adjustment. Any loss covered by the property insurance under this Article must be adjusted with the Association, but the insurance proceeds for that loss are payable to any insurance trustee designated for that purpose, or otherwise to the Association, and not to any holder of a Mortgage. The insurance trustee or the Association shall hold any insurance proceeds in trust for Lot Owners and lienholders as their interests may appear. Subject to the provisions of the Bylaws, the proceeds must be disbursed first for the repair or restoration of the damaged property, and Lot Owners and lienholders are not entitled to receive payment of any portion of the proceeds unless there is a surplus of proceeds after the damaged property has been completely repaired or restored.

9.6 Owner's Additional Insurance. Lot Owners are strongly encouraged to maintain liability and "all-risk" insurance on their Lots and personal property.

9.7 Certificate. An insurer that has issued an insurance policy under this Article 9 shall issue certificates or memoranda of insurance to the Association and, upon written request, to any Lot Owner or

Non-Order Search
6215418 CCR 11-07-2024
Page 17 of 24
Requested By: Courtney.Ventura, Printed: 5/5/2026 7:42 PM

holder of a Mortgage. The insurer issuing the policy may not modify the amount or the extent of the coverage of the policy or cancel or refuse to renew the policy unless the insurer has complied with all applicable provisions of RCW Chapter 48.18 pertaining to the cancellation or nonrenewal of contracts of insurance. The insurer shall not modify the amount or the extent of the coverage of the policy, or cancel or refuse to renew the policy, without complying with the requirements of the Act.

9.8 Notification of Sale of Lot. Promptly upon the Conveyance of a Lot, the new Lot Owner shall notify the Association of the date of the Conveyance and the Lot Owner's name and address. The Association shall notify each insurance company that has issued an insurance policy to the Association for the benefit of the Owners under Article 9 of the name and address of the new Owner and request that the new Owner be made a named insured under such policy.

Article 10

EASEMENTS

10.1 In General. There is hereby reserved unto Declarant, so long as Declarant owns any Property, the Association, and the designees of each (which may include, without limitation, Clark County, Washington and any utility) blanket easements upon, across, over and under all the Property for ingress, egress, installation, replacing, repairing and maintaining all systems, roads, walkways, pathways, lights, signage, entry features, and all other portions of the Common Areas, and all utilities, including, but not limited to, water, sewers, meter boxes, telephones, gas, and electricity; provided, the exercise of this easement shall not unreasonably interfere with the use of any Lot and, except in an emergency, entry onto any Lot shall be made only after reasonable notice to the Lot Owner or occupant thereof. Without limiting the generality of the foregoing, there are hereby reserved for the local water supplier easements across all Lots and the Common Areas for ingress, egress, installation, reading, replacing, repairing and maintaining water meter boxes. Should any entity furnishing a service covered by the general easement herein provided request a specific easement by separate recordable document, the Board of Directors shall have the right to grant such easement over the Property without conflicting with the terms hereof. The easements provided for in this Article shall in no way adversely affect any other recorded easement on the Property.

10.2 Plat Easements. The easements shown on the Plat shall be permanent and shall benefit and burden the Property as indicated on the Plat. Such easements shall run under, over, and across the Property as shown on the Plat, for the purposes indicated upon the Plat. The public and private utility easements shown on the Plat shall be for the purpose of erecting, installing, constructing, maintaining, and operating drainage and irrigating systems, and pipe, wires, cables and conduits for lighting, heating, power, telephone, and any other method of conducting and performing any public or quasi-public utility service or function beneath, upon, or above the surface of such Property. Within these easements, no structure, fence, planting or other materials shall be placed or permitted to remain which may damage or interfere with the installation or maintenance of such utilities or facilities, or which may change the direction of flow of water through a drainage channel or facilities in the easements or which may obstruct or retard the flow of water through drainage channels in the easements. However, with prior written approval by the Board, an Owner may place removable structures or place surface coverings such as asphalt or concrete on this easement area or install fencing, plant shrubbery in this area or otherwise landscape this area, if the Owner agrees to remove same at Owner's expense whenever it is necessary to

Clark Auditor 11/7/2024 9:16 AM 6215418 Page:18/24

Non-Order Search
6215418 CCR 11-07-2024

Requested By: Courtney.Ventura, Printed: 5/5/2026 7:42 PM

have access to the surface or sub-surface property(s) within the easement for the purpose specified herein. The Owner shall be responsible for maintaining and repairing any permitted items the Owner places in the easement area on the Owner's Lot. Any utility facilities shall be maintained, repaired and replaced solely by the benefited party who placed them in the easement area except to the extent they are damaged through the fault of an Owner.

10.3 Encroachments. There shall be reciprocal appurtenant easements of encroachment, and for maintenance and use of any permitted encroachment, between each Lot and such portion or portions of the Common Areas as are adjacent thereto and between adjacent Lots due to the unintentional placement or settling or shifting of the improvements constructed, reconstructed or altered thereon (in accordance with the terms of these Declarations) to a distance of not more than three (3) feet, as measured from any point on the common boundary between each Lot and the adjacent portion of the Common Areas or as between said adjacent Lots, as the case may be, along a line perpendicular to such boundary at such point; provided, however, in no event shall an easement for encroachment exist if such encroachment occurred due to willful and knowing conduct on the part of, or with the knowledge and consent of a Lot Owner, occupant or the Association.

10.4 Easements for Declarant. Declarant and Declarant's agents, successors and assigns shall have an easement in, though, over, under, across and upon the Common Areas as may be reasonably necessary for the purpose of constructing and completing or making repairs to existing structures, for the purpose of carrying out sales and rental activities necessary or convenient for the sale or rental of Lots, including, without limitation, the right to use the Lots owned by Declarant as models and the right to use a Lot as a sales office, and for the purpose of discharging any other obligation of Declarant or exercising any Special Declarant Rights.

Article 11

MORTGAGEE PROTECTION

11.1 Payment of Charges. First Mortgagees may pay taxes or other charges which are in default and which may or have become a charge against the Common Areas and may pay overdue premiums on casualty insurance policies or secure new casualty insurance coverage upon the lapse of an Association's policy, and first Mortgagees making such payments shall be entitled to immediate reimbursement from the Association.

11.2 Copies of Notices. A Mortgagee of a Lot (and any insurer or guarantor of such Mortgage) shall be entitled to receive timely written notice:

11.2.1 that the Lot Owner/Mortgagor of the Lot has for more than sixty (60) days failed to meet any obligation under this Declaration, the Bylaws, and the rules and regulations promulgated by the Board, as all of the same may be amended from time to time;

11.2.2 of all meetings of the Association and be permitted to designate a representative to attend all such meetings;

11.2.3 of any condemnation loss or casualty loss affecting a material portion of the Property or the Lot on which it holds a Mortgage;

Clark Auditor 11/7/2024 9:16 AM 6215418 Page:19/24

Non-Order Search
6215418 CCR 11-07-2024
Page 19 of 24
Requested By: Courtney.Ventura, Printed: 5/5/2026 7:42 PM

11.2.4 of any lapse, cancellation or material modification of insurance policies or fidelity bonds maintained by the Association; and

11.2.5 of any proposed action that requires the consent of a specific percentage of Mortgagees. To be entitled to receive notices under this Section, the Mortgagee (or Mortgage insurer or guarantor) must send a written request to the Association stating both its name and address and the address of the Lot on which it has (or insures or guarantees) the Mortgage.

11.3 Effect of Declaration Amendments. No amendment of this Declaration shall be effective to modify, change, limit or alter the rights expressly conferred upon Mortgagees in this instrument with respect to any unsatisfied Mortgage duly recorded unless the amendment shall be consented to in writing by the holder of such Mortgage. Any provision of this Declaration conferring rights upon Mortgagees which is inconsistent with any other provision of this Declaration or the Bylaws shall control over such other inconsistent provisions.

11.4 Inspection of Books. Lot Owners, Mortgagees, insurers and guarantors of any Mortgage on any Lot shall be entitled: to inspect at all reasonable hours of weekdays (or under other reasonable circumstances) all of the books and records of the Association including current copies of the Declaration, Bylaws and other rules and regulations governing the Association, and other books, records and financial statements of the Association (within a reasonable time following request); and, upon written request of any holder, insurer or guarantor of a first Mortgage, at their expense, and to receive an annual financial statement of the Association within ninety (90) days following the end of any fiscal year of the Association.

11.5 Notice to Association. Upon request, each Owner shall be obligated to furnish to the Association the name and address of the holder of any Mortgage encumbering such Owner's Lot.

11.6 Failure of Mortgagee to Respond. Any Mortgagee who receives a written request from the Board to respond to or consent to any action shall be deemed to have approved such action if the Association does not receive a written response from the Mortgagee within thirty (30) days of the date of the Association's request, provided such request is delivered to the Mortgagee by certified or registered mail, return receipt requested.

Article 12

SPECIAL DECLARANT RIGHTS

12.1 Special Declarant Rights. As more particularly provided in this Article, Declarant, for itself and its successors and assigns, reserves the following Special Declarant Rights:

12.1.1 Completion of Improvements. Declarant, its agents, employees and contractors shall have the right to complete improvements and otherwise perform work: authorized or directed by this Declaration and any amendments thereto; authorized or directed by the Bylaws; indicated on the Plat Map and any amendments thereto; authorized or directed by any building permits; provided for under any purchase and sale agreement between Declarant and a Purchaser of a Lot; necessary to satisfy any express or implied warranty under which Declarant is obligated; or otherwise authorized or required by law.

Clark Auditor 11/7/2024 9:16 AM 6215418 Page:20/24

Non-Order Search
6215418 CCR 11-07-2024
Page 20 of 24
Requested By: Courtney.Ventura, Printed: 5/5/2026 7:42 PM

12.1.2 Sales and Management Offices. Declarant, its agents, employees and contractors shall be permitted to establish and maintain in any one (1) or more Lots still owned by Declarant and in any Common Areas such facilities as in the sole opinion of Declarant may be required, convenient or incidental to the construction, sale or rental of Lots and appurtenant interests, including but not limited to: business offices; management offices; sales and rental offices; construction offices; storage areas; signs; model units; and parking areas for all agents, employees, contractors, prospective tenants or Purchasers of Declarant. The number, size, location, and relocation of all such facilities shall be determined from time to time by and in the sole discretion of Declarant; provided, that the maintenance and use of such facilities shall not unreasonably interfere with a Lot Owner's use and enjoyment of his/her Lot. Declarant may maintain signs on the Common Area, advertising the Property and/or the sale or rental of Lots owned by Declarant.

12.1.3 Use of Easements. Declarant, its agents, employees and contractors shall have the right to make use of the easements through the Common Areas as provided for in this Declaration for the purpose of making improvements on the Property, including but not limited to completing or making repairs to existing structures on the Property.

12.1.4 Declarant Control of Association. During the period of Declarant Control of the Association, Declarant shall have the right and authority to appoint and remove officers of the Association and members of the Board, and to veto or approve any proposed action of the Board or Association. The period of Declarant Control of the Association shall commence upon the filing of the Articles of Incorporation of the Association with the State of Washington Secretary of State and shall terminate no later than the earlier of:

12.1.4.1 the date on which all Lots are conveyed to Lot Owners other than Declarant; or

12.1.4.2 the date on which Declarant records an amendment to the Declaration pursuant to which Declarant voluntarily surrenders the right to further appoint and remove officers of the Association and members of the Board. Declarant may voluntarily surrender the right to appoint and remove officers of the Association and members of the Board before termination of the period of Declarant Control, but in that event, Declarant may require, for the duration of the period of Declarant Control, that specified actions of the Association or Board, as described in a recorded instrument executed by Declarant, be approved by Declarant before they become effective.

12.2 Amendments. This Article may not be amended without the express written consent of the Declarant; provided, however, the rights contained in this Article shall terminate upon the earlier of (a) twenty (20) years from the date of this Declaration is recorded, or (b) the termination of the Class "B" Membership.

12.3 Limitation of Liability. Neither Declarant nor any officer or employee thereof shall be liable to any Owner on account of any action or failure to act in performing its duties or rights hereunder, provided that Declarant has, in accord with actual knowledge possessed by it, acted in good faith.

Clark Auditor 11/7/2024 9:16 AM 6215418 Page:21/24

Non-Order Search
6215418 CCR 11-07-2024

Requested By: Courtney.Ventura, Printed: 5/5/2026 7:42 PM

Article 13

COMPLIANCE WITH DECLARATION

Each Lot Owner shall strictly comply with all of the provisions of this Declaration, the Bylaws, and the rules and regulations promulgated by the Board, as all of the same may be amended from time to time. Failure to so comply shall be grounds for an action, brought by the Board (acting through its officers on behalf of the Lot Owners) or by the aggrieved Lot Owner(s) on his/her/their own behalf against the Person (including a Lot Owner or the Association) failing to comply, to recover sums due for damages, or for injunctive relief, or both.

Article 14

AMENDMENT OF DECLARATION

14.1 Duration. 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 automatically be extended for successive periods of ten (10) years.

14.2 Required Vote. Except in cases of amendments that may be executed by Declarant, the Association, or certain Owners, and except as limited herein, the Declaration may be amended only by vote or agreement of Owners of Lots to which at least sixty-seven percent (67%) of the total Class "A" votes and the consent of the Class "B" Member, so long as such membership exists in the Association are allocated.

14.3 Challenge to Validity. No action to challenge the validity of an amendment adopted by the Association pursuant to this Section may be brought more than one (1) year after the amendment is recorded.

14.4 Recording. Every amendment to the Declaration must be recorded in every county in which any portion of the Property is located, and is effective only upon recording. An amendment shall be indexed in the name of the Association and shall contain a cross- reference by recording number to the Declaration and each previously recorded amendment thereto.

14.5 Execution. Amendments to the Declaration shall be prepared, executed, recorded, and certified on behalf of the Association by any officer of the Association designated for that purpose or by the president of the Association.

14.6 Special Declarant Rights. No amendment may restrict, eliminate, or otherwise modify any Special Declarant right provided in the Declaration without the consent of Declarant and any Mortgagee of record with a security interest in the Special Declarant Right or in any Real Property subject thereto, excluding Mortgagees of Lots owned by persons other than Declarant.

Non-Order Search
6215418 CCR 11-07-2024
Page 22 of 24
Requested By: Courtney.Ventura, Printed: 5/5/2026 7:42 PM

Article 15

SEVERABILITY

Each provision of this Declaration and the Bylaws shall be deemed independent and severable, and the validity or partial invalidity of any provision shall not affect the validity or enforceability of the remaining part of that or any other provision of this Declaration or the Bylaws.

Article 16

MISCELLANEOUS

16.1 Notices for All Purposes.

16.1.1 Delivery of Notice. Any notice permitted or required to be delivered under the provisions of this Declaration or the Bylaws may be delivered either personally or by mail. If delivery is made by mail, any such notice shall be deemed to have been delivered when deposited in the United States mail, postage prepaid, for first class mail, addressed to the person entitled to such notice at the most recent address given by such person to the Board, in writing, for the purpose of service of such notice, or to the most recent address known to the Board. Notice to the Lot Owner(s) of any Lot shall be sufficient if mailed to the Lot of such person or persons if no other mailing address has been given to the Board by any of the persons so entitled. Mailing addresses may be changed from time to time by notice in writing to the Board. Notice to be given to the Board may be given to Declarant until the Board has been constituted and thereafter shall be given to the President or Secretary of the Association.

16.1.2 Mortgagee Notice. Upon written request thereof, and for a period specified in such notice, the Mortgagee of any Lot shall be entitled to be sent a copy of any notice respecting the Lot covered by the security instrument until the request is withdrawn or the security instrument discharged. Such written request may be renewed an unlimited number of times.

16.2 Transfer of Declarant's Powers. It is understood that Declarant, at any time in the exercise of its sole discretion, may sell, assign, transfer, encumber, or otherwise convey to any person, upon such terms and conditions as Declarant may determine, all of Declarant's rights, powers, privileges and authorities arising hereunder by virtue of Declarant's capacity as Declarant (which rights, powers, privileges and authority are in addition to those arising from Declarant's ownership of any one (1) or more Lots) and include Special Declarant Rights reserved to Declarant herein.

16.3 Effective Date. This Declaration shall be effective immediately upon recordation.

Date: 10-31-2024

Declarant: [signature]

By: [signature]

Its: CFO

Non-Order Search
6215418 CCR 11-07-2024
Page 23 of 24
Requested By: Courtney.Ventura, Printed: 5/5/2026 7:42 PM

STATE OF WASHINGTON)

) ss.

County of Clark)

I certify that I know or have satisfactory evidence that Joe Bartford signed this instrument, on oath stated that he was authorized to execute this instrument and acknowledged it as the CFO of RVHB, LLC to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED: 10-31, 2024.

DEANNA K. HAAKE
NOTARY PUBLIC #166692
STATE OF WASHINGTON
COMMISSION EXPIRES
JUNE 29, 2025

NOTARY PUBLIC for the State of Washington,
Residing in the County of Clark
My Commission Expires: 06.29.2025

Non-Order Search
6215418 CCR 11-07-2024
Page 24 of 24
Requested By: Courtney.Ventura, Printed: 5/5/2026 7:42 PM

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PO Box 6597
Beaverton,OR 97007

FIDELITY NATIONAL TITLE COMPANY OF WASHINGTON

Recording Cover Sheet W11079

DOCUMENT TITLE(S): Bylaws of Lalonde West Homeowners Association

REASON FOR RE-RECORD:

REFERENCE NUMBER OF DOCUMENT:

GRANTOR(S): Rolling Rock Community Management

GRANTEE: Lalonde West Homeowners Association

TRUSTEE: N/A

LEGAL DESCRIPTION:

ASSESSOR'S PROPERTY TAX PARCEL NUMBER(S):

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BYLAWS
OF
LALONDE WEST
HOMEOWNERS ASSOCIATION

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as to the effect or provisions of this document.

BYLAWS OF
LALONDE WEST
HOMEOWNERS ASSOCIATION

ARTICLE 1
DEFINITIONS

1.1 "Association" means Lalonde West Homeowner Association, a nonprofit corporation organized and existing under the laws of the State.

1.2 "Articles of Incorporation" means the Articles of Incorporation of the Association.

1.3 "Declaration" means the Declaration of Covenants, Conditions, and Restrictions for Lalonde West to which these Bylaws are attached, as the same may be subsequently amended or supplemented pursuant to the terms thereof.

1.4 "Resolution" means a written motion voted on and adopted by the Board.

1.5 Incorporation by Reference. Except as otherwise provided herein, the terms that are defined in Section 1 of the Declaration are used in these Bylaws as therein defined.

ARTICLE 2
MEMBERSHIP

2.1 Membership. Every Owner of one or more Lots within the Property shall, immediately upon creation of the Association and thereafter during the entire period of such ownership be a member of the Association. Such membership shall commence, exist and continue simply by virtue of such ownership, shall expire automatically upon termination of such ownership, and need not be confirmed or evidenced by any certificate or acceptance of membership.

2.2 Membership List. The Secretary shall maintain at the principal office of the Association a membership list showing the name and address of the Owner of each Lot. The Secretary may accept as satisfactory proof of such ownership a duly executed and acknowledged conveyance, a title insurance policy, or other evidence reasonably acceptable to the Board.

ARTICLE 3
MEETINGS & VOTING

3.1 Place of Meetings. Meetings of the members of the Association shall be held at such reasonable place convenient to the members as may be designated in the notice of the meeting and may include meetings held electronically, without physical location.

3.2 Turnover Meeting. Declarant shall call the first meeting of the Owners to organize the Association within ninety (90) days after the Termination Date, as set forth in the Declaration.

Non-Order Search
6241043 BYL 04-02-2025
Page 3 of 23
Requested By: Courtney.Ventura, Printed: 5/5/2026 7:42 PM

Notice of such meeting shall be given to all Owners as provided in Section 3.5. If the Declarant fails to call the meeting, the meeting may be called and notice given by any Owner or mortgagee of a Lot. The expense of giving notice shall be paid or reimbursed by the Association. No quorum is required for the Turnover Meeting. Nothing in this section shall be construed as preventing Declarant from calling the Turnover Meeting before such date or from calling informal, informational meetings of the Owners. At the Turnover Meeting, Declarant shall turn over to the Association, and the Association shall accept all responsibility for administration of the Association. Declarant shall, at such meeting, provide all documentation and records related to the administration of the business as provided by law.

3.3 Annual Meeting. The annual meeting of the members for the election of directors (after the Turnover Meeting only) and for the transaction of such other business as may properly come before the meeting shall be held at such reasonable hour and on such reasonable day as may be established by the Board An annual meeting shall be held within each calendar year, commencing with the year in which the Turnover Meeting is held. The Turnover Meeting may count as the annual meeting for the year in which it is held.

3.4 Special Meetings. A special meeting of the Association may be called at any time by the President or by a majority of the Board. A special meeting shall be called upon receipt of a written request stating the purpose of the meeting from members having at least thirty percent (30%) of the voting rights entitled to be cast at such meeting. Business transacted at a special meeting shall be confined to the purposes stated in the notice of meeting.

3.5 Notice of Meeting. All meeting notices must include, but are not limited to the following:

(a) Written, electronic or printed notice stating the:

(i) place, day and hour of the meeting,
(ii) the items on the agenda, including the general nature of any proposed amendment to the Declaration or these Bylaws,
(iii) any budget changes, and
(iv) any proposal to remove a director or officer

(b) The purpose or purposes for which the meeting is called, shall be delivered not less than ten (10) or more than fifty (50) days before the date of the meeting.

(c) Such notice shall be given either electronically, via on-site posting, personally or by mail, by or at the direction of the President, the Secretary, or the persons calling the meeting, to each member entitled to vote at such meeting and to all mortgagees who have requested such notice. Notices to Declarant shall be mailed unless otherwise requested.

(d) If notice is mailed, such notices shall be deemed to be delivered when deposited in the United States mail, with postage fully prepaid thereon, addressed to the member at his or her most recent address as it appears in the records of the Association or to the mailing address of his or her Lot. If delivered electronically,

notice sent via email shall be deemed delivered if sent to the email listed in the records of the Association . if delivered via text message, notice sent to the phone number listed in the records of the Association shall be considered delivered. If posted electronically on a password protected community website, the notice shall be considered delivered upon posting.

(e) When a meeting is adjourned for thirty (30) days or more, or when a redetermination of the persons entitled to receive notice of the adjourned meeting is required by law, notice of the adjourned meeting shall be given as for an original meeting. In all other cases, no notice of the adjournment or of the business to be transacted at the adjourned meeting need be given other than by announcement at the meeting at which such adjournment is taken.

3.6 Quorum. At any meeting of the Association, except the Turnover Meeting, members having at least twenty percent (20%) of the voting rights entitled to be cast at such meeting, present in person or by proxy, shall constitute a quorum, except when a larger quorum is required by the Declaration. When a quorum is once present to organize a meeting, it cannot be broken by the subsequent withdrawal of a member or members. If any meeting of members cannot be organized because of a lack of quorum, the members who are present, either in person or by proxy, may adjourn the meeting from time to time not less than forty-eight (48) hours or more than thirty (30) days from the time the original meeting was held until a quorum is present. The quorum for the adjourned meeting shall be reduced to ten percent (10%) of the voting rights entitled to be cast at the meeting, present in person or by proxy.

3.7 Voting Rights. Voting rights within the Association shall be allocated as provided in the Declaration.

3.8 Fiduciaries and Joint Owners. An executor, administrator, guardian or trustee may vote, in person or by proxy, at any meeting of the Association with respect to any Lot owned or held in such capacity, whether or not the same shall have been transferred to his or her name; provided that such person shall satisfy the Secretary that he or she is the executor, administrator, guardian or trustee holding such Lot in such capacity. Whenever a Lot is owned by two or more persons jointly, according to the records of the Association, the vote or proxy of such Lot may be exercised by any one of the Owners then present, in the absence of protest by a co-Owner. In the event of disagreement among the co-Owners, the vote of such Lot shall be disregarded completely in determining the proportion of votes given with respect to such matter, unless a valid court order establishes the authority of a co-Owner to vote.

3.9 Tenants and Contract Vendors. All voting rights allocated to a Lot shall be exercised solely by the Owner, notwithstanding section 3.10 herein. Unless otherwise stated in the contract, all voting rights allocated to a Lot shall be exercised by the vendee of any recorded land sale contract on the Lot.

3.10 Absentee Ballots and Proxies. A vote may be cast in person, by absentee ballot or by proxy. A proxy given by an Owner to any person who represents such Owner at meetings of the Association shall be in writing and signed by such Owner, and shall be filed with the secretary,

at any time prior to or at the start of the meeting. An Owner may not revoke a proxy given pursuant to this Section except by actual notice of revocation to the person presiding over a meeting or to the Board if a vote is being conducted by written ballot in lieu of a meeting. A proxy shall not be valid if it is undated or purports to be revocable without notice. A proxy shall terminate one year after its date unless the proxy specifics a shorter term. Every proxy shall automatically cease upon sale of the Lot by its Owner. An Owner may pledge or assign such Owner's voting rights to a mortgagee. In such a case, the mortgagee or its designated representative shall be entitled to receive all notices to which the Owner is entitled under these Bylaws and to exercise the Owner's voting rights from and after the time that the mortgagee shall give written notice of such pledge or assignment to the Board. Any first mortgagee may designate a representative to attend all or any meetings of the Association.

3.11 Majority Vote. The vote of a majority of the voting rights entitled to be cast by the members present or represented by absentee ballot or proxy, at a meeting at which a quorum is present, shall be necessary for the adoption of any matter voted upon by the members, unless a greater proportion is required by law, by the Declaration, by the Articles of Incorporation, or by these Bylaws.

3.12 Rules of Order. All meetings of the Association shall be conducted according to the latest edition of Robert's Rules of Order, published by Robert's Rules Association.

3.13 Ballot Meetings.

(a) At the discretion of the Board, any action that may be taken at any annual, regular or special meeting of the Association may be taken without a meeting if the Association delivers a written ballot to every member who is entitled to vote on the matter. provided, however, that a ballot meeting may not substitute for the Turnover Meeting or, if a majority of the Lots are the principal residences of the occupants, for the annual meetings of the Association. The written ballot shall set forth each proposed action and provide an opportunity to vote for or against each proposed action.

(b) The Board shall provide Owners with at least ten (10) days' notice before written ballots are mailed or otherwise delivered. If, at least three (3) days before written ballots are scheduled to be mailed or otherwise distributed, at least ten percent (10%) of the Owners petition the Board requesting secrecy procedures, a written ballot must be accompanied by a secrecy envelope, a return identification envelope to be signed by the Owner, and instructions for marking and returning the ballot. The notice shall state the general subject matter of the vote, the right of the Owners to request secrecy procedures, the date after which ballots may be distributed, the date and time by which any petition must be received by the Board requesting secrecy procedures and the address where any petition must be received. Notwithstanding the applicable provisions of Section 3.13(c) below, written ballots that are returned in secrecy envelopes may not be examined or counted before the deadline for returning ballots has passed.

(c) If approval of a proposed action would otherwise require a meeting at which a certain quorum must be present and at which a certain percentage of total votes cast is required to authorize the action, the proposal will be deemed to be approved when the date for return of ballots has passed, a quorum of Lot Owners has voted, and the required percentage of approving votes has been received. Otherwise, the proposal shall be deemed to be rejected. If approval of a proposed action otherwise would require a meeting at which a specified percentage of Lot Owners must authorize the action, the proposal shall be deemed to be approved when the percentage of total votes cast in favor of the proposal equals or exceeds such required percentage. The proposal shall be deemed to be rejected when the number of votes cast in opposition renders approval impossible or when both the date for return of ballots has passed and such required percentage has not been met. Except as otherwise provided in Section 3.13(b), votes may be counted from time to time before the final return date to determine whether the proposal has passed or failed by the votes already cast on the date they are entered.

(d) All solicitations for votes by written ballot shall state the number of responses needed to meet any applicable quorum requirement and the total percentage of votes needed for approval. All such solicitations for votes shall specify time period during which the Association will accept written ballots for counting, which period shall end on the earliest of

(i) the date on which the Association has received a sufficient number of approving ballots to pass the proposal,
(ii) the date on which the Association has received a sufficient number of disapproving ballots to render the proposal impossible of passage, or
(iii) (iii) a date certain by which all ballots must be returned to be counted. A written ballot may not be revoked.

ARTICLE 4
BOARD OF DIRECTORS

4.1 Number and Qualification. The affairs of the Association shall be governed by a Board of three (3) persons. All directors, other than interim directors appointed by Declarant, shall be Owners or co-Owners of Lots. For purposes of this section, the officers of any corporate Owner, the members of any limited liability company and the partners of any partnership shall be considered co-Owners of any Lots owned by such corporation or partnership.

4.2 Interim Directors. Upon the recording of the Declaration, Declarant shall appoint an interim board of one (1) to three (3) directors, who shall serve until replaced by Declarant or until their successors have been replaced by the Owners as provided below.

4.3 Election and Tenure of Office.

(a) At the Turnover Meeting, the interim directors shall resign and the members shall elect three (3) directors, two (2) directors to serve for two (2) years and one (1) for a term of one (1) year.

(b) Thereafter, the successors to each director shall serve for two (2) years.

(c) The nominees' terms shall be in order based on the number of votes received, with the largest number of votes serving the longest term. In the event of a tie, term selection shall be by random means. If a Director is unable to serve his or her full term, a successor Director shall be selected in accordance with Section 4.4 below.

(d) All directors shall hold office until their respective successors have been elected by the members. Election shall be by plurality.

4.4 Vacancies.

(a) A vacancy in the Board shall exist upon the death, resignation or removal of any director, or if the authorized number of directors is increased, or if the members fail at any annual or special meeting of members at which any director or directors are to be elected to elect the full authorized number of directors to be voted for at that meeting. Vacancies in interim directors shall be filled by Declarant.

(b) Vacancies in the Board, other than interim directors, may be filled by a majority of the remaining directors even though less than a quorum, or by a sole remaining director. Each director so elected shall hold office for the balance of the unexpired term and until his or her successor is elected.

(c) In the event all directors resign, are removed or perish and no other member of the Association is willing to serve as a director, The Association will fall into receivership and be assigned to a trustee as determined by sate law at the cost of the Association.

4.5 Removal of Directors. All or any number of the directors, other than interim directors, may be removed, with or without cause, at any meeting of members at which a quorum is present, by a vote of a majority of the number of votes entitled to be cast at an election of directors. No removal of a director shall be effective unless the matter of removal was an item on the agenda and stated in the notice of the meeting as provided in these Bylaws.

4.6 Powers. The Board shall have all the powers and duties necessary for the administration of the affairs of the Association, except such powers and duties as by law, or by the Declaration, or by these Bylaws may not be delegated to the Board by the Owners. The Board may delegate responsibilities to committees or a managing agent, but shall retain ultimate control and

supervision. The powers and duties to be exercised by the Board shall include any provisions in the Declaration or state law:

(a) Carry out the program for maintenance, upkeep, repair and replacement of any property required to be maintained by the Association as described in the Declaration and these Bylaws.

(b) Determine the amounts required for operation, maintenance and other affairs of the Association, and the making of such expenditures.

(c) Prepare a budget for the Association, and assessment and collection of the Assessments.

(d) Employ and dismiss such personnel as may be necessary for such maintenance, upkeep and repair.

(e) Employ legal, accounting or other personnel for reasonable compensation to perform such services as may be required for the proper administration of the Association; provided, however, the Board may not incur or commit the Association to incur legal fees in excess of $5,000 for any specific litigation or claim matter unless the Owners have enacted a resolution authorizing the incurring of such fees by a vote of seventy-five percent (75%) of the voting rights present in person or by absentee ballot or proxy at a meeting at which a quorum is constituted. This limitation shall not be applicable to legal fees incurred in defending the Association or the Board from claims or litigation brought against them. The limitation set forth in this paragraph shall increase by $500 on each fifth anniversary of the recording of the Declaration. The Board shall notify the Owners before instituting litigation or administrative proceedings. With regard to any pending litigation involving the Association, the Board shall periodically report to the Lot Owners as to the status (including settlement offers), progress, and method of funding such litigation. Nothing in this paragraph shall be construed as requiring the Board to disclose any privileged communication between the Association and its counsel.

(f) Open bank accounts on behalf of the Association and designating the signatories required therefor.

(g) Prepare and file, or cause to be prepared and filed, any required income tax returns or forms for the Association

(h) Purchase Lots at foreclosure or other judicial sales in the name of the Association or its designee.

(i) Sell, lease, mortgage, vote the votes appurtenant to (other than for the election of directors), or otherwise deal with Lots acquired by the Association or its designee.

(j) Obtain insurance or bonds pursuant to the provisions of these Bylaws and review such insurance coverage at least annually.

(k) Make additions and improvements to, or alterations of the Common Areas, or modify, close, remove, eliminate or discontinue use of any common facility, including any improvement or landscaping, except that any such modification, closure, removal, elimination or discontinuance (other than on a temporary basis) of any swimming pool, spa or recreational or community building must be approved by a majority vote of the members at a meeting or by written ballot held or conducted in accordance with these Bylaws.

(l) From time to time adopt, modify, or revoke such rules, regulations and Resolutions governing the details for the operation of the Association, the conduct of persons and the operation and use of the Property as the Board may deem necessary or appropriate to ensure the peaceful and orderly use and enjoyment of the Property. Such action may be overruled or modified by vote of not less than seventy-five percent (75%) of the voting rights of each class of members present, in person or by proxy, at any meeting, the notice of which shall have stated that such modification or revocation of rules and regulations will be under consideration.

(m) Enforce by legal means the provisions of the Declaration, these Bylaws, state statutes, and any rules and regulations adopted hereunder.

(n) In the name of the Association, maintain a current mailing address of the Association, file annual reports with the Secretary of State, and maintain and keep current the information required to enable the Association to comply with all state laws and regulations.

(o) Enter into management agreements with professional management firms and delegate such business and record keeping functions as may be appropriate to said management firm.

4.7 Meetings.

(a) Meetings of the Board shall be held at such place as may be designated from time to time by the Board or other persons calling the meeting.

(b) Annual meetings of the Board shall be held within thirty (30) days following the adjournment of the annual meetings of the members.

(c) Special meetings of the Board for any purpose or purposes may be called at any time by the President or by any two directors.

4.8 Open Meetings.

(a) All meetings of the Board shall be open to Owners except that, in the discretion of the Board, the following matters may be considered in executive session:

(i) consultation with legal counsel concerning the rights and duties of the Association regarding existing or potential litigation, or criminal matters;
(ii) personnel matters, including salary negotiations and employee discipline;
(iii) negotiation of contracts with third parties; and
(iv) collection of unpaid assessments.

(b) Except in the case of an emergency, the Board shall vote in an open meeting whether to meet in executive session. If the Board votes to meet in executive session, the presiding officer shall state the general nature of the action to be considered, as precisely as possible, when and under what circumstances the deliberations can be disclosed to Owners.

(c) The statement, motion or decision to meet in executive session shall be included in the minutes of the meeting, and any contract or action considered in executive session shall not become effective unless the Board, following the executive session, reconvenes in open meeting and votes on the contract or action, which shall be reasonably identified in the open meeting and included in the minutes.

(d) Meetings of the Board may be conducted by telephonic or electronic communication or by other means of communication that allows all members of the Board participating to hear each other simultaneously or otherwise to be able to communicate during the meeting. For other than emergency meetings, notice of Board Meetings shall conform to section 3.5 of these Bylaws. The meeting and notice requirements of this Section may not be circumvented by chance or social meetings or by any other means.

4.9 Notice of Meetings.

(a) Other than emergency meetings, notice of Board meetings shall conform to Section 3.5 of these Bylaws.

(b) Attendance of a director at a meeting shall constitute a waiver of notice of such meeting except when a director attends a meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened.

4.10 Quorum and Vote.

(a) A majority of the directors shall constitute a quorum for the transaction of business. A minority of the directors, in the absence of a quorum, may hear testimony and may adjourn from time to time, but may not transact any business.

(b) The action of a majority of the directors present at any meeting at which there is a quorum shall be the act of the Board unless a greater number is required by law, the Declaration, the Articles of Incorporation or these Bylaws.

(c) A director must be present at a meeting of the Board to cast a vote. No proxy votes by directors for Board actions are permissible.

4.11 Liability. Neither a member of the Board nor an officer of the Association shall be liable to the Association, any Owner or any third party for any damage, loss or prejudice suffered or claimed on account of any action or failure to act in the performance of his or her duties so long as the individual acted in good faith, believed that the conduct was in the best interests of the Association, or at least was not opposed to its best interests, and in the case of criminal proceedings, had no reason to believe the conduct was unlawful. In the event any member of the Board or any officer of the Association is made a party to any proceeding because the individual is or was a director or officer of the Association, the Association shall defend such individual against such claims and indemnify such individual against liability and expenses incurred to the maximum extent permitted by law. The managing agent of the Association, and its officers and employees, shall not be liable to the Association, the Owners or army third party on account of any action or failure to act in the performance of its duties as managing agent, except for acts of gross negligence or intentional acts, and the Association shall indemnify the managing agent and its officers and employees from any such claims, other than for gross negligence or intentional misconduct.

4.12 Compensation. No director shall receive any compensation from the Association for acting as such.

4.13 Committees. The Board may from time to time establish committees of the Board. Such standing or temporary committees as may be necessary from time to time consisting of Owners and at least one member of the Board shall have such powers as the Board may designate. Such committees shall hold office at the pleasure of the Board.

4.14 Enforcement Procedures. The Association shall have the power, as provided in the Declaration, to impose sanctions for any violation of the Declaration, these Bylaws, or the Rules and Regulations. To the extent specifically required by the Declaration, the Board shall comply with the following procedures prior to the imposition of sanctions:

(a) Notice. The Board or its delegate shall serve the alleged violator with written notice describing:

(i) the nature of the alleged violation,

(ii) the proposed sanction to be imposed,
(iii) a statement that the alleged violator shall have fourteen (14) days to present a written request for a hearing before the Board or a covenants committee appointed by the Board, if any; and
(iv) a statement that the proposed sanction may be imposed as contained in the notice unless a hearing is requested within fourteen (14) days of the notice.

(b) Response. The alleged violator shall respond to the notice of the alleged violation in writing within such fourteen (14) day period, regardless of whether the alleged violator is challenging the imposition of the proposed sanction. If the alleged violator cures the alleged violation and notifies the Board in writing within such fourteen (14) day period the Board may, but shall not be obligated to, waive the sanction. Such waiver shall not constitute a waiver of the right to sanction future violations of the same or other provisions by any person. If a timely request for a hearing is not made, the sanction stated in the notice shall be imposed, provided, however, that the Board or covenants committee may, but shall not be obligated to, suspend any proposed sanction if the violation is cured within the fourteen (14) day period. Any response or request for a hearing shall be delivered to the Association's manager, President or Secretary, or as otherwise specified in the notice of violation.

(c) Proof of Notice. Prior to the effectiveness of sanctions imposed pursuant to this section, proof of proper notice shall be placed in the minutes of the Board or covenants committee, as applicable. Such proof shall be deemed adequate if a copy of the notice, together with a statement of the date and manner of delivery, is entered by the officer, director, or agent who delivered such notice. The notice requirement shall be deemed satisfied if the alleged violator or its representative requests and appears at the hearing.

(d) Hearing. If a hearing is requested within the allotted fourteen (14) day period, the hearing shall be held before the Board or the covenants committee, as applicable. The alleged violator shall be afforded a reasonable opportunity to be heard. The minutes of the meeting shall contain a written statement of the results of the hearing (i.e., the decision) and the sanction, if any, to be imposed.

(e) Appeal. Following a hearing before the covenants committee, if applicable, the violator shall have the right to appeal the decision to the Board. To exercise this right, the violator must deliver a written notice of appeal to the Association's manager, President or Secretary within ten (10) days after the hearing date.

(f) Enforcement Policies. The Board, by resolution, may adopt additional policies and procedures governing enforcement of the Declaration, these Bylaws or the Rules and Regulations.

Non-Order Search
6241043 BYL 04-02-2025
Page 13 of 23
Requested By: Courtney.Ventura, Printed: 5/5/2026 7:42 PM

ARTICLE 5
OFFICERS

5.1 Designation and Qualification. The officers of the Association shall be the President, the Secretary, the Treasurer, and such Vice Presidents and subordinate officers as the Board shall from time to time appoint. Each officer shall be a member of the Board. Any two offices, except the offices of President and Secretary, may be held by the same person.

5.2 Election and Vacancies. The officers of the Association shall be elected annually by the Board at the organization meeting of each new Board to serve for one (1) year and until their respective successors are elected. If any office shall become vacant by reason of death, resignation, removal, disqualification or any other cause, the Board shall elect a successor to fill the unexpired term at any meeting of the Board.

5.3 Removal and Resignation.

(a) Any officer may be removed upon the affirmative vote of a majority of the directors whenever, in their judgment, the best interests of the Association will be served thereby. The removal of an officer shall be without prejudice to the contract rights, if any, of the officer so removed.

(b) Any officer may resign at any time by giving written notice to the Board, the President or the Secretary of the Association. Any such resignation shall take effect upon receipt of such notice or at any later time specified therein. Unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective, provided, however, that the Board may reject any postdated resignation by notice in writing to the resigning officer. The effectiveness of such resignation shall not prejudice the contract rights, if any, of the Association against the officer so resigning.

5.4 President. The President shall be the chief executive officer of the Association and shall, subject to the control of the Board, have powers of general supervision, direction and control of the business and affairs of the Association. He or she shall preside at all meetings of the members and of the Board. He or she shall be an ex officio member of all the standing committees, including the executive committee, if any, shall have the general powers and duties of management usually vested in the office of president of a nonprofit corporation, and shall have such other powers and duties as may be prescribed by the Board or these Bylaws.

5.5 Vice Presidents. The Vice Presidents, if any, shall perform such duties as the Board shall prescribe. In the absence or disability of the President, the President's duties and powers shall be performed and exercised by the Senior Vice President as designated by the Board.

5.6 Secretary.

(a) The Secretary shall keep or cause to be kept a book of minutes of all meetings of directors and members showing the time and place of the meeting, whether it was

regular or special, and if special, how authorized, the notice given, the names of those present at directors' meetings, the number of memberships present or represented at members' meetings and the proceedings thereof.

(b) The Secretary shall give or cause to be given such notice of the meetings of the members and of the Board as is required by these Bylaws or by law. The Secretary shall keep the seal of the Association, if any, and affix it to all documents requiring a seal, and shall have such other powers and perform such other duties as may be prescribed by the Board or these Bylaws.

(c) If there are no Vice Presidents, then in the absence or disability of the President, the President's duties and powers shall be performed and exercised by the Secretary.

5.7 Treasurer.

(a) The Treasurer shall keep and maintain, or cause to be kept and maintained, adequate and correct accounts of the properties and business transactions of the Association, including accounts of its assets, liabilities, receipts and disbursements.

(b) The books of accounts shall at all reasonable times be open to inspection by any director.

(c) The Treasurer shall deposit or cause to be deposited all moneys and other valuables in the name and to the credit of the Association with such depositories as may be designated by the Board.

(d) The Treasurer shall disburse or cause to be disbursed the funds of the Association as may be ordered by the Board, shall render to the President and directors, whenever they request it, an account of all of the Treasurer's transactions as Treasurer and of the financial condition of the Association, and shall have such other powers and perform such other duties as may be prescribed by the Board or these Bylaws.

5.8 Compensation of Officers. No officer who is a member of the Board shall receive any compensation from the Association for acting as an officer, unless such compensation is authorized by a resolution duly adopted by the members. The Board may fix any compensation to be paid to other officers.

ARTICLE 6
ASSESSMENTS, RECORDS & REPORTS

6.1 Assessments. As provided in the Declaration, the Association, through its Board, shall do the following:

(a) Assess and collect from every Owner Assessments in the manner described in the Declaration.

(b) Keep all funds received by the Association as Assessments, other than reserves described in the Declaration, in the Operations Fund and keep all reserves collected pursuant to the Declaration in the Reserve Fund and use such funds only for the purposes described in the Declaration.

(c) From time to time, and at least annually, prepare a budget for the Association, estimating the common expenses expected to be incurred with adequate allowance for reserves based upon the reserve study required by the Declaration, and determine whether the Annual Assessment should be increased or decreased. Within thirty (30) days after adopting a proposed annual budget, the Board shall provide a summary of the budget to all Owners. If the Board fails to adopt a budget, the last adopted annual budget shall continue in effect.

(d) 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 any Assessment shall be sent to every Owner subject thereto and to any first mortgagee requesting such notice. The due dates shall be established by the Board, which may fix a regular flat Assessment payable on a monthly, quarterly, semiannual or annual basis.

(e) The Board shall cause to be prepared a roster of the Lots showing Assessments applicable to each Lot. The roster shall be kept in the Association office and shall be subject to inspection by any Owner or mortgagee during regular business hours.

(f) Within ten (10) business days after receiving a written request, and for a reasonable charge, the Association shall furnish to any Owner or mortgagee a recordable certificate setting forth the unpaid Assessments against such Owner's Lot. Such certificate shall be binding upon the Association, the Board, and every Owner as to the amounts of unpaid Assessments

(g) If Additional Properties are annexed to the Property, the Board shall assess any Lots included therein in accordance with the provisions of the Declaration.

(h) Enforce the Assessments in the manner provided in the Declaration.

(i) Keep records of the receipts and expenditures affecting the Operations Fund and Reserve Fund and make the same available for examination by members and their mortgagees at convenient hours, maintain an Assessment roll showing the amount of each Assessment against each Owner, the amounts paid upon the account and the balance due on the Assessments, give each member written notice of each Assessment at least 30 days before the time when such Assessments shall become

due and payable; and for a reasonable charge, promptly provide any Owner or mortgagee who makes a request in writing with a written certificate of such Owner's unpaid Assessments.

6.2 Records. The Association shall keep within the applicable state correct and complete financial records sufficiently detailed for proper accounting purposes, keep minutes of the proceedings of its members, Board and committees having any of the authority of the Board, and retain all documents, information and records turned over to the Association by Declarant. All documents, information and records delivered to the Association by Declarant pursuant state law.

6.3 Statement of Assessments Due. The Association shall provide, within ten (10) business days after receipt of a written request from an Owner or mortgagee, a written statement that provides:

(a) the amount of assessments due from the Owner and unpaid at the time the request was received, including regular and special assessments, fines and other charges, accrued interest, and late-payment charges;

(b) the percentage rate at which interest accrues on assessments that are not paid when due; and

(c) the percentage rate used to calculate the charges for late payment or the amount of a fixed-rate charge for late payment. The Association is not required to comply with this section if the Association has commenced litigation by filing a complaint against the Owner and the litigation is pending when the statement would otherwise be due.

6.4 Inspection of Books and Records. Except as otherwise provided by state law, during normal business hours or under other reasonable circumstances, the Association shall make reasonably available for examination and, upon written request, available for duplication, by Owners, lenders, and holders of any mortgage of a Lot that make the request in good faith for a proper purpose, current copies of the Declaration, Articles, Bylaws, Rules and Regulations, amendments or supplements to such documents and the hooks, records, financial statements and current operating budget of the Association. The Association shall maintain a copy, suitable for purposes of duplication, of each of the following:

(a) the Declaration, these Bylaws, the Rules and Regulations and any amendments or supplements to them; the most recent financial statement of the Association; and the current operating budget of the Association.

(b) The Association, within ten (10) business days after receipt of a written request by an Owner, shall furnish copies of such documents to the requesting Owner.

(c) Upon written request, the Association shall make such documents, information and records available electronically or onsite to such persons for duplication during reasonable hours. The Board, by resolution, may adopt reasonable rules

governing the frequency, time, location, notice and manner of examination and duplication of Association records and the imposition of a reasonable fee for furnishing copies of such documents, information or records. The fee may include reasonable personnel costs for furnishing the documents, information or records.

6.5 Payment of Vouchers. The Treasurer or managing agent shall pay all vouchers for all budgeted items and for any non-budgeted items, up to $1,000 signed by the President, managing agent, manager or other person authorized by the Board. Any voucher for non-budgeted items in excess of $1,000 shall require the authorization of the President or a resolution of the Board.

6.6 Execution of Documents. The Board may, except as otherwise provided in the Declaration, Articles of Incorporation, or these Bylaws, authorize any officer or agent to enter into any contract or execute any instrument in the name of and on behalf of the Association. Such authority may be general or confined to specific instances. Unless so authorized by the Board, no officer, agent, or employee shall have any power or authority to bind the Association by any contract or engagement, to pledge its credit, or to render it liable for any purpose or for any amount.

6.7 Reports and Audits. An annual financial statement consisting of a balance sheet and an income and expense statement for the preceding year shall be rendered by the Board on request to all Owners, and to all mortgagees who have requested the same, within ninety (90) days after the end of each fiscal year. From time to time, the Board, at the expense of the Association, may obtain an audit of the books and records pertaining to the Association and furnish copies thereof to the members. At any time, any Owner or holder of a mortgage may, at their own expense, cause an audit or inspection to be made of the books and records of the Association.

ARTICLE 7
INSURANCE

7.1 Types of Insurance. For the benefit of the Association and the Owners, the Board shall obtain and maintain at all times, and shall pay for out of the Operations Fund, the following insurance:

(a) Property Damage Insurance.

(i) The Association shall maintain a policy or policies of insurance covering loss or damage from fire, with standard extended coverage and "all risk" endorsements, and such other coverages as the Association may deem desirable.

(ii) The amount of the coverage shall be for not less than one hundred percent (100%) of the current replacement cost of the improvements on the Common Areas exclusive of land, foundation, excavation and other items normally excluded from coverage), subject to a reasonable deductible.

(iii) The policy or policies shall include all fixtures and building service equipment to the extent that they are part of the Common Areas and all

personal property and supplies belonging to the Association.

(b) Liability Insurance.

(i) The Association shall maintain comprehensive general liability insurance coverage insuring the Declarant, the Association, the Board, and time managing agent, against liability to the public or to Owners and their invitees or tenants, incident to the operation, maintenance, ownership or use of the Common Areas, including legal liability arising out of lawsuits related to employment contracts of the Association, There may be excluded from such policy or policies coverage of an Owner (other than as a member of the Association or Board) for liability arising out of acts or omissions of such Owner and liability incident to the ownership and/or use of the part of the Property as to which such Owner has the exclusive use or occupancy.

(ii) Limits of liability under such insurance shall not be less than One Million Dollars ($1,000,000) on a combined single-limit basis.

(iii) Such policy or policies shall be issued on a comprehensive liability basis and shall provide a cross-liability endorsement wherein the rights of named insureds under the policy or policies shall not be prejudiced as respects his, her or their action against another named insured.

(iv) Workers' Compensation Insurance. The Association shall maintain workers' compensation insurance to the extent necessary to comply with any applicable laws.

(c) Fidelity Insurance.

(i) The Board may cause the Association to maintain blanket fidelity insurance for all officers, directors, trustees and employees of the Association and all other persons handling or responsible for funds of, or administered by, the Association. In the event that the Association has retained a management agent, the Board may require such agent to maintain fidelity bonds for its officers, employees and agents handling or responsible for finds of, or administered on behalf of the Association. The cost of such insurance, if any, shall be borne by the Association.

(ii) The total amount of fidelity insurance coverage required shall be based upon the best business judgment of the Board.

(iii) Such fidelity insurance shall name the Association as obligee and shall contain waivers by the insurance issuers of all defenses based upon the exclusion of persons serving without compensation from the definition of "employees" or similar terms or expressions. The insurance shall provide that they may not be canceled or substantially modified (including cancellation for nonpayment of premium) without at least ten (10) days' prior written notice to the Association.

Non-Order Search
6241043 BYL 04-02-2025
Page 19 of 23
Requested By: Courtney.Ventura, Printed: 5/5/2026 7:42 PM

7.2 Insurance by Lot Owners. Each Owner shall be responsible for obtaining, at his or her own expense, homeowner's insurance covering the improvements on the Owner's Lot and liability resulting from use or ownership of the Lot, unless the Association agrees otherwise. The insurance coverage maintained by the Association shall not be brought into contribution with the insurance obtained under this section by the Owners.

7.3 Planned Community Act Requirements. The insurance maintained by the Association shall comply with all applicable state laws.

ARTICLE 8
GENERAL PROVISIONS

8.1 Seal. The Board may, by resolution, adopt a corporate seal.

8.2 Notice. All notices to the Association or to the Board shall be sent care of the managing agent or, if there is no managing agent, to the principal office of the Association or to such other address as the Board may hereafter designate from time to time. All notices to members shall be sent to the member's Home or to such other address as may have been designated by the member from time to time in writing to the Board.

8.3 Waiver of Notice. Whenever any notice to any member or director is required by law, the Declaration, the Articles of incorporation, or these Bylaws, a waiver of notice in writing signed at any time by the person entitled to notice shall be equivalent to the giving of the notice.

8.4 Action Without Meeting. Any action that the law, the Declaration, the Articles of Incorporation or the Bylaws require or permit the members or directors to take at any meeting may be taken without a meeting or ballot meeting if a consent in writing setting forth the action so taken is signed by all of the members or directors entitled to vote on the matter. The consent, which shall have the same effect as a unanimous vote of the members or directors, shall be filed in the records of minutes of the Association.

8.5 Conflicts. These Bylaws are intended to comply with state law the Declaration and the Articles of Incorporation. In case of any irreconcilable conflict, such statutes and documents shall control over these Bylaws.

ARTICLE 9
AMENDMENTS TO BYLAWS

9.1 How Proposed. Amendments to these Bylaws shall be proposed by either a majority of the Board or by members holding at least thirty percent (30%) of the voting rights entitled to be cast for such amendment. the proposed amendment must be reduced to writing and shall be included in the notice of any meeting at which action is to be taken thereon or be attached to any request for consent to the amendment.

9.2 Adoption.

(a) A resolution adopting a proposed amendment may be proposed by either the Board or by the members and may be approved by the membership at a meeting called for such purpose, by a ballot meeting pursuant to Section 3.13, or by written consent of the members. Members not present at the meeting considering such amendment may express their approval in writing or by proxy.

(b) Any resolution must be approved by members holding a majority (at least 51%) of the voting rights, together with the written consent of the Class B member, if any. Amendment or repeal of any provision of these Bylaws that is also contained in the Declaration must be approved by the same voting requirement for amendment of such provision of the Declaration.

(c) Notwithstanding the provisions of the preceding paragraph, until the turnover Meeting has occurred, Declarant shall have the right to unilaterally amend these Bylaws:

(i) In order to comply with the requirements of the Federal Housing Administration, the United States Department of Veterans Affairs, the Farmers Home 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 or any corporation wholly owned, directly or indirectly, by the United States or the state that insures, guarantees or provides financing for a planned community or lots in a planned community.

(ii) To correct a mathematical mistake, an inconsistency, ambiguity, or scrivener's error with respect to an objectively verifiable fact within five (5) years after the recordation or adoption of the Bylaws containing or creating the mistake, inconsistency, error or ambiguity.

(d) After the Turnover Meeting, any such amendment shall require the approval of a majority of the voting rights of the Association, voting in person, by proxy, or by ballot, at a meeting or ballot meeting of the Association at which a quorum is represented.

9.3 Relationship to Declaration. If a provision required to be in the Declaration is included in these Bylaws, the voting requirements for amending the Declaration shall also govern the amendment of the provision in the Bylaws.

9.4 Execution and Recording. An amendment shall not be effective until certified by the President and Secretary of the Association as being adopted in accordance with these Bylaws.

LALONDE WEST HOMEOWNERS ASSOCIATION,
A Washington nonprofit corporation

By: _____
Its: President

By: _____
Its: Secretary

Non-Order Search
6241043 BYL 04-02-2025

Requested By: Courtney.Ventura, Printed: 5/5/2026 7:42 PM

STATE OF WASHINGTON)
) ss.
COUNTY OF CLARK)

The foregoing instrument was acknowledged before me this 1 day of April, 2025, by Kevin Seppala, President of LaLonde West Homeowner Association, a Washington nonprofit corporation.

DONNA CHRISTENSEN NOTARY PUBLIC 111582 COMMISSION EXPIRES 8-01-25 STATE OF WASHINGTON

Notary Public for: Washington
My commission expires: Aug 1, 2025

STATE OF WASHINGTON)
) ss.
COUNTY OF CLARK)

The foregoing instrument was acknowledged before me this 1 day of April, 2025, by Donna Christensen, Secretary of LaLonde West Homeowner Association, a Washington nonprofit corporation.

REBECCA A SMITH NOTARY PUBLIC 90874 COMMISSION EXPIRES 3-19-27 STATE OF WASHINGTON

Notary Public for: Washington
My commission expires: March 19, 2027

Non-Order Search
6241043 BYL 04-02-2025
Page 23 of 23
Requested By: Courtney.Ventura, Printed: 5/5/2026 7:42 PM