

**COVENANTS, RESTRICTIONS, CONDITIONS
AND ROAD MAINTENANCE AGREEMENT
FOR LOTS 1-5 Jenny Creek Subdivision
Fairwood Road / Cowlitz County Woodland, WA**

KNOW ALL MEN BY THESE PRESENTS:

Declarant: Jenny Creek LLC

DECLARATIONS:

Declarant hereby declares that each and all of the properties described above, and all other real property and plats contiguous thereto, or joined thereto by successive contiguous plats, which in the future may be recorded by Declarant or his successors in interest or assigns, and to which these declared Covenants, Restrictions and Road Maintenance Agreement (hereinafter "Covenants") shall be made applicable to declaration or dedication, shall be held, sold and conveyed subject to the following Covenants which are for the purpose of protecting the value and desirability of the Properties.

The following Covenants shall run with the land, shall be binding upon and inure to the benefit of all owners of the Properties, their successors and assigns, and upon all persons claiming through said owners. These covenants shall be a part of all transfers and conveyances of the Properties as if set forth in full in such transfers and conveyances. Such Covenants shall be binding and effective until January 1, 2020, at which time same shall automatically extend for successive periods of ten (10) years, unless by majority vote of the owners of the Properties through the Owners Association hereinafter provided for, it is agreed to change these Covenants in whole or in part. PROVIDED, HOWEVER, that no change shall be made that will eliminate the provisions hereafter set forth regarding maintenance of the common roadway.

1. Definitions.

- A. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot which is part of the Properties, including Real Estate Contract sellers, but excluding those having such interest merely as security for the performance of an obligation. Real Estate Contract sellers may, by written instrument, allow their Real Estate Contract purchasers in possession to exercise said sellers' rights hereunder.
- B. "Association" shall mean and refer to the Homeowners' Association, its successors and assigns, which Association shall be established and created pursuant to these Covenants.
- C. "Lot" shall mean and refer to any plot or parcel of land shown upon any recorded plat/subdivision map of the Properties.
- D. "Declarant" shall mean and refer to Jenny Creek LLC, his successors and assigns.
- E. "Real Estate Contract" shall not include an earnest money receipt/agreement or real estate purchase and sale agreement.

2. Land Use and Structures. No Lot, nor any of the Properties, shall be used except for single family residential purposes. Structures allowable for single family residential purposes shall mean one (1)

single family dwelling with private garage and such appurtenant structures, as are normal to the rural residential character of the Properties. Such appurtenant structures, such as outbuildings, private greenhouses, private swimming pools and private tennis courts, shall be constructed in a permanent fashion and shall be compatible in materials, design and decoration with the dwelling structure. No existing structure, residential or otherwise, shall be moved onto any Lot of the Properties, nor shall any trailer or mobile home, modular or factory built home be kept or moved onto any Lot of the Properties for use as a residence. No prefabricated structures shall be kept or moved onto any Lot or the Properties for use as a residence. No structure of a temporary character shall be erected, kept or moved onto any Lot or the Properties except such temporary structures as are necessary in the construction of a dwelling. Provided, however, any such temporary structures erected, kept or moved onto a Lot or the Properties during construction of a dwelling shall not be used as living quarters, temporary or otherwise.

3. Structure Location. No structure shall be located on any Lot or the Properties, except if it be in compliance with all applicable health, building and planning ordinances, rules regulations and statutes of Clark County and the State of Washington.
4. Dwelling Size/Square Footage Minimums. Dwellings constructed on the Lots and the Properties shall be constructed in accordance with the following minimum size/square footage requirements:
 - A. All rambler to have a minimum of 1,800 square feet of floor area, exclusive of porches and garage.
 - B. All tri-levels shall have a minimum of 2,000 square feet of floor area, exclusive of porches and garage.
 - C. All two-story houses above dirt grade at house location shall have a minimum of 2,000 square feet of floor area, exclusive of porches and garage.
 - D. All rambler-basement houses shall have a minimum of 1,800 square feet on the above grade main floor, exclusive of porches and garage.
 - E. All split-level entry houses shall have a minimum of 1,200 square feet on the main floor, exclusive of porches and garage, and minimum of 2,000 square feet, exclusive of porches and garage, for a total square footage on the main level and upper level.
 - F. Shop structures can be built to include a living quarters (where the shop/garage far exceeds the living quarters) in place of a traditional house so long as the total structure square footage exceeds 2,000 sq ft and the building continues to meet all the structural and architectural requirements outlined within section five of this document (see directly below). The maximum size for such a structure will be 3,000 square feet for the total structure (living quarters and shop/garage).
5. Structure/Building Materials. All roof materials shall be tile, or an architectural grade or equivalent composition. All exteriors shall be horizontal bevel type cedar or wood type, vinyl, hardiplank, brick or stone (T1-11 type siding shall not be allowed). Anything not brick or stone shall be painted in an earth tone color.
6. Business and/or Commercial Use. Each lot shall abide by all Cowlitz County rules.

7. Mining and Quarrying. No oil or gas well, mine or quarry or activities with respect thereto, may be undertaken on any Lot or the Properties.
8. Landscaping, Maintenance and Screened Uses.
 - A. Landscaping. All dwelling front yards shall be landscaped within six (6) months following dwelling construction completion. Landscaping shall conform to the general pattern or example and as shall be established by the Declarant.
 - B. Maintenance. All Lots will be maintained in a neat and attractive manner and condition. At no time will any owner permit any junk, abandoned automobiles, trailers, tires, trash, garbage, rubbish, scrap or the residue of construction materials to accumulate upon a Lot unless such is completely enclosed within a structure.
 - C. Fences, Hedges and Walls. Fences, hedges and walls shall not be erected or maintained in any manner which would obstruct vision at roadway or driveway intersections. Any fences, hedges, walls, plantings or structures are to be aesthetically incorporated into the landscaping of the Lots and the Properties.
 - D. Screened Uses. Clothes drying lines or apparatus, garbage, compost piles or bins and other waste receptacles or containers shall be screened from public view by fences, landscaping or appropriate covers or structures.
9. Utilities - Underground Installation. Utilities, to include septic tanks and drainfields, natural gas, electrical service, telephone lines and cable television lines, shall be installed underground. Sewage disposal shall be by means of septic systems, the locations, construction, outlets and drainfields for which shall strictly conform with applicable ordinances, rules, regulations and statutes of Clark County and the State of Washington.
10. Animals. Homeowners shall follow the same policies as governed by the City of Woodland, except for the following additions: Ordinary household pets, not to exceed FIVE of any combination thereof, may be kept on a Lot. PROVIDED, HOWEVER, such animals or pets shall not be kept, bred or maintained for resale or any commercial purpose. Any such animals or pets shall be properly housed and cared for and not permitted to run at large about the neighborhood, and shall be controlled as provided by the ordinance, rules, regulations and statutes of Cowlitz County and the State of Washington.
11. Signs. No sign of any kind shall be erected, maintained or displayed to the public view on any Lot, or the Properties, except one (1) standard size sign advertising the property for sale or rent. PROVIDED, HOWEVER, standard signs used by the developers or builders to advertise the property during the initial sales and construction period shall be allowed. Temporary political signs shall also be permitted. PROVIDED FURTHER, HOWEVER, this paragraph shall not be construed to prohibit ornamental plates designating the name and address of the resident or the owners of a Lot.
12. Private Roads. Each Lot shall have a right of access and easement for normal means of ingress and egress to a public road, whether or not such easement is specifically mentioned in instruments of conveyance. The access road to each Lot within the short plat shall be subject to a road maintenance agreement as hereinafter set forth. No part of any Lot or the Properties may be used as a roadway or means of access to any real property which is not included within the short plat, except with the consent of the Declarant.
13. Nuisances/Vehicle Parking.

- A. Nuisances. No noxious or offensive activity shall be carried on upon any Lot, or the Properties, nor shall anything be done or permitted thereon which may be or may become a health hazard, annoyance or nuisance to the adjoining property owners or to the neighborhood. Specifically, the keeping or maintaining of pets in any manner which results in noxious or offensive odors, or repeated and offensive noises or repeated uncontrolled running at large shall be deemed a nuisance pursuant to this paragraph.
- B. Vehicle Parking. No trucks or trailers shall be parked in the private roadway areas (not including individual driveways) except for the purposes of loading or unloading property or persons, or for the providing of services, and in no case in excess of twenty-four (24) hours. No vehicles of any type, trucks, campers, trailers, motor homes, boats or inoperable vehicles may be parked or permitted to remain in any of the private roadways.
- C. Garbage and Debris cans shall be placed out for pickup service no sooner than the evening before pickup service and shall be removed from the pickup location and stored out of site no later than the evening of pickup service.

14. Road Maintenance Agreement.

- A. Common Roadways. Each of the Lots and the Properties is, or will be, served by an easement/private roadway for ingress, egress and utilities, providing access to a nearby county/public road. The easement/private roadways have been improved to private road standards, and are or will be graveled and graded. The responsibility for maintenance of said easements/private roadways shall become the responsibility of the owners and the Declarant shall have no further obligation in respect to road maintenance whatsoever.
- B. Private Driveways. The owners of individual Lots shall be solely responsible for the construction of private driveways/roadways from the common easement/driveway roadway. These private driveways/roadways shall be constructed by the owners in such a manner that mud and debris shall not be deposited there from upon the common easement/roadways. The owners shall also be responsible to take reasonable care in using the common easement/roadways so as to avoid using heavy equipment thereon which could cause damage. Owners shall be individually responsible for the cleaning and repairing of the common easement/roadway if the same is necessitated by an owner's failure to comply with this paragraph.
- C. Maintenance Costs and Assessments Therefore. The total costs of maintenance of each of the easement/roadways shall be shared equally by each Lot owner, such that each Lot shall be responsible for an equal percentage of the total cost of maintenance for the common easement/roadway which serves their lot. The owners of the Lots shall jointly have the authority to arrange and provide for road maintenance, as well as assess and collect contributions from the Lot owners. As an alternative to the committee method, the lot owners may designate a person to arrange for road maintenance. If expenses in any year do not exceed contributions, then the surplus may be accumulated to provide for future expenses or improvements as deemed necessary.
- D. Enforcement and Collection of Assessments. In the event any owner shall fail to pay the assessment for road maintenance costs within thirty (30) days from date of assessment, then the sum due shall bear interest at twelve percent (12%) per annum and shall constitute a lien upon the Lot from which the assessment is due. The committee and/or designated person shall record a Notice of Breach of Covenants with the Clark County Auditor, setting forth the facts

in support thereof and any monetary amount involved, together with the street address and legal description of the Lot against which the lien is claimed, and the name or names of the reputed owners thereof. After recording of said lien, and the mailing of a copy thereof to the reputed owners, said lien shall be public notice of same and constructive notice to any subsequent purchaser. Any lien hereby imposed, and any re-entry by reason thereof, or judgement resulting therefrom, shall be subordinate to any mortgage or Deed of Trust hereinbefore or hereafter executed in good faith and for value encumbering a Lot, but such liens shall be binding upon and effective against subsequent purchasers of the subject Lot and/or Properties. In the event any assessment for road maintenance costs shall remain delinquent for more than one (1) year, the Committee or designated person may institute foreclosure proceedings upon the claim of lien for breach of covenants. In the event foreclosure proceedings are instituted, the costs of foreclosure, including court costs, reasonable attorney fees and costs of title searches, shall be added to the delinquent assessment being foreclosed upon.

- E. Decorative Entrance Sign/Structure. The owners shall also maintain, as part of the maintenance of the common easement(s), roadway(s), any decorative entrance sign/structure and its associated landscaping.

15. Owner's Association.

- A. Membership. Every owner of a Lot shall be a member of the Homeowner's Association. Membership shall be appurtenant to ownership of a Lot and subject to assessment for road maintenance costs, and any subsequent costs which may be established or created pursuant to these Covenants.
- B. Voting Rights. Each Lot shall be entitled to only one (1) vote in matters referred to the Association for consideration, or in regard to road maintenance and assessment. When more than one (1) person holds an interest in any Lot, the vote for such Lot shall be exercised as they, among themselves, determine, but in no event shall more than one (1) vote be cast with respect to any Lot. The Declarant, or his successors and assigns, shall be entitled to one (1) voting membership in the Association for each Lot within the survey which he owns. Actions and decisions shall be based upon a majority vote of the members of the Association, except as set forth in paragraphs 17 and 18(C) below.
- C. Supervision and Administration. The Association shall be regularly organized in democratic form at a meeting of the initial owners and the Declarant. The members of the Association shall from time to time elect such officers, establish such bylaws, rules, regulations, operation and maintenance rates, and do such other things as may be necessary and expedient to the conduct of its meeting and the fulfillment of the purposes and functions of the Association.
- D. Termination of Participation of Declarant. At such time as Declarant no longer owns any of the Lots and/or the Properties, Declarant shall thereafter be deemed not to be an owner, nor shall Declarant have to participate in the Association matter and proceedings. At such time as Declarant is no longer an owner/participant, there shall be no right of action against Declarant in regard to breaches of these covenants by other owners, or the Association. All rights of action against owners breaching these covenants, after Declarant is no longer an owner/participant, shall be against the breaching owner, and Declarant shall not have to participate in said proceeding in any manner.

16. Grant of Waivers or Consents. Jurisdiction and authority to grant or extend exceptions, variances,

waivers and consents in regard to these Covenants shall be exclusively in the Declarant, during such period as Declarant, or his successors and assigns, own any Lots or Properties in the survey. Thereafter, the jurisdiction and authority shall be exclusively in the Association. All exceptions, variances, waivers and consents in regard to these Covenants shall be in writing and recorded with the Auditor of Clark County.

17. General Provisions.

- A. Enforcement. The Declarant, Association or any owner, shall have the right to enforce, and proceeding at law or in equity, all covenants, restriction, conditions, assessments and liens now or hereinafter imposed by the provisions of this Declaration. Failure by any of the aforementioned to enforce these Covenants shall in no event be deemed a waiver of the right to do so thereafter.
- B. Severability. Invalidation of any one of these Covenants by judgment or court order shall in no way effect any provision which shall remain in force and effect.
- C. Amendment. These Covenants may not be amended during such period as Declarant, or his successors and assigns, own any Lots or Properties in the survey unless Declarant concurs in same. Thereafter, the jurisdiction and authority shall be exclusively in the Association, and only upon a majority vote of the members of the Association. Any amendment must be recorded with the Clark County Auditor.
- D. Compliance with Ordinance and Statutes. These Covenants shall in no way restrict the effect of any municipal, county or state ordinances or statutes applicable to any Lots and/or the Properties subject to the Declaration. This reference to ordinances and statutes shall be construed as references to said ordinances and statutes as they exist as of the date of the recordation of the Declaration or as same may thereafter be amended. Lot owners, purchasers and occupants shall comply with all applicable ordinances and statutes.
- E. Governing Law and Venue. These Declarations and any action maintained herein shall be governed and construed under the laws of the State of Washington. Venue for any action under or pursuant to these Declarations shall be Clark County, Washington.
- F. Prevailing Party Awarded Attorney Fees and Costs. Should any suit or action be instituted by any owner, the Association, or the Declarant to enforce any of these Covenants, or to restrain or enjoin the violation thereof, after demand for compliance therewith or for the cessation of such violation, and subsequent failure to comply with such demand, then and in either of said events, and whether or not suit or action be reduced to judgement or decree, the prevailing party shall be entitled to an award of reasonable attorney fees, together with costs and expenses incurred, said costs and expenses to include costs for title searches.
- G. Captions. Captions given to the various sections herein are for convenience only and are not intended to modify or affect the meaning of any of the substantive provision hereof.
- H. Person, Etc. When interpreting these Covenants, the term "person" may include natural persons, partnerships, corporations, association, person representatives and the Association. The singular may include the plural, and the masculine may include the feminine, or vice versa, where the context so admits or requires.
- I. Covenants Running With The Land. It is intended that these Covenants be operative as a set of covenants running with the land.

- J. **Binding Effect.** The provisions contained in this Declaration, as herein defined or as hereafter duly amended, shall bind and inure to the benefit of and be enforceable by the Declarant, the owner or owners of any Lot in the survey, and their respective legal representative, heirs, successors or assigns.

IN WITNESS WHEREOF, the Declarant has executed this instrument this _____ day of _____, 2011, for the uses and purposes herein set forth.

Declarant:

Forrest Cole, member of Jenny Creek LLC

Date

Craig Pfeifer, member of Jenny Creek LLC

Date