

4216535 PLAT B:311 P:415
RecFee - \$103.00 Pages: 8 - COMMUNITY DEVELOPMENT
Clark County, WA 8/31/06 9:48 AM

Bk 311 Pg 415

PLAT DEDICATION

File No.: 4289-776802

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

Fieldstone Phase 1

We hereby dedicate the said streets to the public use forever, but the ownership, use and enjoyment of all lots therein are subject to the easements as shown thereon and to the attached restrictive covenants, if any, which shall run with the land and be for the mutual benefit and protection of all lots within said plat and the owners thereof.

Dated this _____ day of _____, 20_____.

Helmes Development, Inc.

By: *C. P.*

First Independent Bank

By: _____

STATE OF WASHINGTON

SS.

COUNTY OF CLARK

On this day 14th of July, 20 06, before me, the undersigned, A Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Chris G. Helmes to me known to be the President of Helmes Development, Inc 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 are 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.

Sheri Ann Benedict
Signature of Notary Public

Notary Public in and for the State of Washington,

Name Printed SHERI ANN BENEDICT

Residing at BATTIE GROUND

My Commission Expires: 7-9-08



Acknowledgment - Corporation - Trust or - Partnership

PLAT DEDICATION

File No.: 4289-776802

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

Fieldstone Phase 1

We hereby dedicate the said streets to the public use forever, but the ownership, use and enjoyment of all lots therein are subject to the easements as shown thereon and to the attached restrictive covenants, if any, which shall run with the land and be for the mutual benefit and protection of all lots within said plat and the owners thereof.

Dated this _____ day of _____, 20_____.

Helmes Development, Inc.

By: _____

First Independent Bank

By: Stephan Koch

STATE OF WASHINGTON

SS.

COUNTY OF CLARK

On this day 29th of August, 20 06, before me, the undersigned, A Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Stephanie Koch to me known to be the Senior Vice President of First Independent Bank 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 she is/are 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.

Jaima K. Webb
Signature of Notary Public

Notary Public in and for the State of Washington,

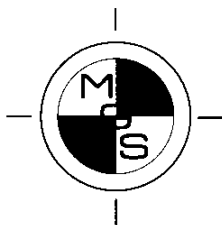
Name Printed Jaima K. Webb

Residing at Camas

My Commission Expires: 2-28-07

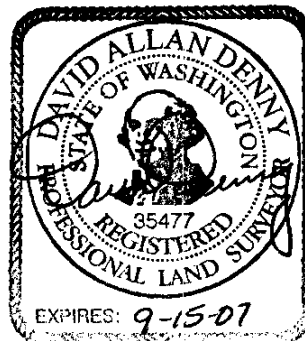


Acknowledgment - Corporation - Trust or - Partnership



MINISTER-GLAESER
SURVEYING INC.

(360) 694-3313
FAX (360) 694-8410
2200 E. EVERGREEN
VANCOUVER, WA 98661



February 24, 2006

PERIMETER DESCRIPTION
FOR
FIELDSTONE PHASE 1

4-10-06

A tract of land in a portion of the Southeast quarter of the Southwest quarter of Section 36, Township 3 North, Range 2 East, Willamette Meridian, Clark County, Washington described as follows:

Beginning at the Southeast corner of the Southwest quarter of said Section 36;

Thence North $87^{\circ}15'22''$ West, along the South line of the Southwest quarter of said Section 36, 665.27 feet to the Southeast corner of that certain tract of land conveyed to Kenneth Owens by deed recorded under Auditor's File # 3883823, records of Clark County, Washington, said point being the TRUE POINT OF BEGINNING;

Thence continuing North $87^{\circ}15'22''$ West, along the South line of said Southwest quarter, 595.01 feet to the Easterly Right-of-Way line of N.E. 157th Avenue;

Thence North $02^{\circ}44'38''$ East, along said Easterly Right-of-Way line 30.00 feet;

Thence along the arc of a 10.00 foot radius non-tangent curve to the right through a central angle of $88^{\circ}55'57''$ for an arc distance of 15.52 feet, the long chord of which bears North $42^{\circ}47'24''$ West, 14.01 feet;

Thence North $01^{\circ}40'35''$ East, along said Easterly Right-of-Way line 440.73 feet to the Northwest corner of that certain tract of land conveyed to Gunnar Ek by deed recorded under Auditor's File #3283642, records of Clark County, Washington;

Thence South 88°19'33" East, along the North line of said Ek tract, 311.47 feet to the Northeast corner thereof;

Thence North 01°41'00" East, along the Westerly line of that certain tract of land conveyed to Gunnar Ek, by deed recorded under Auditor's File # 3283640, records of Clark County, Washington, 239.99 feet to the South line of Lot 1 of "Nehalem" according to the plat thereof recorded in Volume "G" of Plats at Page 781, records of Clark County, Washington;

Thence South 88°19'00" East, along the South line of said Lot 1, 325.18 feet;

Thence South 01°40'28" West, 163.79 feet;

Thence North 88°19'32" West, 19.64 feet;

Thence South 01°40'28" West, 172.23 feet to the North line of that certain tract of land conveyed to Gloria Wilson by deed recorded under Auditor's File # 8301110137, records of Clark County, Washington;

Thence North 87°15'25" West, along the North line of said Wilson Tract, 13.43 feet to the Northwest corner thereof;

Thence South 01°36'01" West, along the West line of said Wilson Tract, 95.99 feet to the Northeast corner of said Kenneth Owens tract;

Thence North 87°15'22" West, along the North line of said Owens Tract, 150.00 feet to the Northwest corner thereof;

Thence South 01°36'01" West, along the West line of said Owens Tract 237.37 feet;

Thence South 35°18'48" East, 41.43 feet;

Thence South 77°53'40" East, 48.05 feet;

Thence South 81°32'44" East, 78.40 feet;

Thence South 01°36'01" West, 14.39 feet to the TRUE POINT OF BEGINNING.

Containing 7.57 acres.

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

CERTIFICATE FOR PLATTING

Clark, Washington

File No.: 4289-776802

We, the undersigned, hereby certify that in connection with the recordation of the Plat and Dedication of

Fieldstone Phase 1

the following comprises all necessary parties signatory to the dedication:

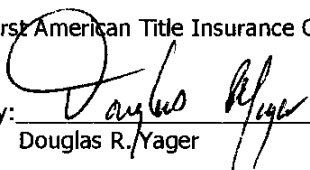
Helmes Development, Inc.
First Independent Bank

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

Dated this August 21, 2006, at 8:00 a.m.

First American Title Insurance Company

By: _____


Douglas R. Yager



DOUG LASHER
Clark County Treasurer

PO BOX 5000, Vancouver, Washington 98666-5000
Telephone (360) 397-2252, Fax (360) 397-6042 Web: www.clark.wa.gov/treas

Advance Taxes Collected
Plat Certification Letter

DATE: June 30, 2006


TO WHOM IT MAY CONCERN:

This is to certify that the 2007 ADVANCE Real Property tax in the amount of \$5,384.40 has been paid. We further certify that the current and all prior years taxes and all special assessments have been paid in full on the property described as follows:

Account Nbr(s)	1st Line Legal(s)
1) 200545-000	TO BE FIELDSTONE PH 1 #15 #49 #52 #73 SEC 36-3-2E 3.24

Platted As: FIELDSTONE 1

Platted By: HELMES DEVELOPMENT INC
11815 NE 113TH AVE #100
VANCOUVER WA 98662


Deputy Treasurer

TR#: 62590

The original copy of the treasurer's receipt is being held by the Clark County Treasurer, until such time as the current receipt can be issued, and a refund, if any due; can be made. This certification is not valid for 2006 taxes if the plat is not recorded with Clark County Auditor by May 31st of this year, the 2007 Advanced taxes must be paid in order to record this plat.

4218630 EAS

RecFee - \$36.00 Pages: 5 - FIRST AMERICAN TITLE
Clark County, WA 9/6/06 10:25 AM



Real Estate Excise Tax
Ch. 11 Rev. Laws 1951

Affd. # 0 EXEMPT Date 9-6-06

Affd. # 0 For Details of tax paid see

Doug Lasher
Clark County Treasurer

By [Signature] Deputy

AFTER RECORDING MAIL TO:

Name: Helmes Development Inc
Address: 11815 NE 113th Ave #100
City/State: Vancouver, WA 98662

Document Title(s): (for transactions contained therein)

M13677

- 1. Easement

Reference Number(s) of Documents Assigned or released:

To be filed with Book 311 page 415 AF #4216535

Grantor(s): (Last name first, then first name and middle initial)

- 1. Helmes Development, Inc
- 2.

[] Additional information on page of document

Grantees(s): (Last name first, then first name and middle initial)

- 1. Fieldstone ph 1 subdivision owners
- 2.

This document is recorded as an accommodation by First American Title Insurance and maintains no responsibility as to the affect or provisions of this document.

[] Additional information on page of document

Abbreviated Legal Description as follows: (i.e. lot/block/plat or section/township/range/quarter/quarter)

SE 1/4 of SW 1/4 of S36 T3N R2E, WM

Assessor's Property Tax Parcel/Account Number(s):

200545-002 Thru 200545-044 even

[X] Complete legal description is on page 3 of document

[] I am requesting an emergency nonstandard recording for an additional fee as provided in RCW 36.18.010. I understand the recording, processing requirements may cover up or otherwise obscure some part of the text of the original document.

WHEN RECORDED RETURN TO:

Helmes Development, Inc
11815 NE 113th Ave #100
Vancouver, WA 98662

EASEMENT

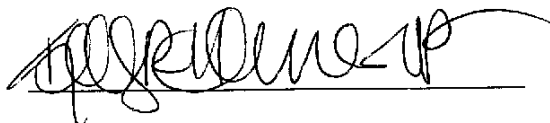
THE GRANTOR Helmes Development, Inc for and in consideration of Monument Easement conveys to Fieldstone Phase I Book 311 Page 415 the following described real estate, situated in the County of Clark, State of Washington, together with all after acquired title of the grantor(s) herein:

An easement dedicated to the aforementioned subdivision owners, it's successors and or assigns, for the purpose of erecting subdivision signs/monuments and landscape maintenance and shall include the right to erect, maintain, repair, replace and re-erect any such structures within the easement areas, as well as the right to plant grass, plants, flowers, shrubs and trees, to tend and garden the same, and to generally landscape the area within said easements to keep them clean, attractive and uniform in appearance for the benefit of all owners within the said subdivision.

See attached legal descriptions and sketches.

Tax Account Numbers: 200545-000
First line of legal: Portion of SE ¼ of SW ¼ S36, T3N, R2E., WM

Dated: 8/31/06



Kelly Helmes, V.P.
Helmes Development, Inc

STATE OF WASHINGTON

SS.

COUNTY OF CLARK

On this day 31st of August , 2006 , before me, the undersigned, A Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Kelly Helmes to me known to be the Vice President of Helmes Developments, Inc 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/are 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.

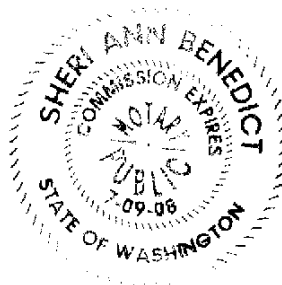
Sheri Ann Benedict
Signature of Notary Public

Notary Public in and for the State of Washington,

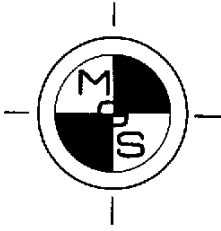
Name Printed SHERI Ann Benedict

Residing at Battle Ground

My Commission Expires: 7-9-08



Acknowledgment - Corporation - Trust or - Partnership



MINISTER-GLAESER
SURVEYING INC.

(360) 694-3313
FAX (360) 694-8410
2200 E. EVERGREEN
VANCOUVER, WA 98661

June 6, 2006

EXHIBIT "A"

MONUMENT SIGN EASEMENT:

An easement for maintenance, repair and landscaping of a monument sign and surrounding area in a portion of the Southeast quarter of the Southwest quarter of Section 36, Township 3 North, Range 2 East, Willamette Meridian, Clark County, Washington described as follows;

Beginning at the Southeast corner of the Southwest quarter of said Section 36;

Thence North $87^{\circ}15'22''$ West, along the South line of the Southwest quarter of said Section 36, 1235.93 feet;

Thence North $02^{\circ}44'38''$ East, 40.00 feet to the TRUE POINT OF BEGINNING;

Thence North $00^{\circ}00'00''$ East, 10.59 feet;

Thence North $42^{\circ}47'24''$ West, 34.61 feet;

Thence South $90^{\circ}00'00''$ West, 9.80 feet to the Easterly Right-of-Way line of NE 157th Avenue;

Thence along the arc of a 35.00 foot radius non-tangent curve to the left through a central angle of $88^{\circ}55'57''$ for an arc distance of 54.33 feet, the long chord which bears South $42^{\circ}47'24''$ East, 49.03 feet to the TRUE POINT OF BEGINNING.

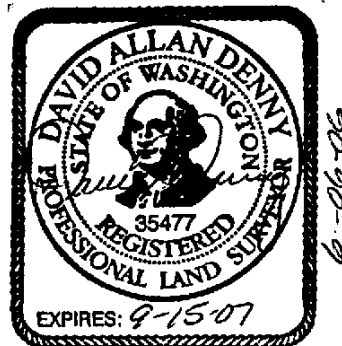


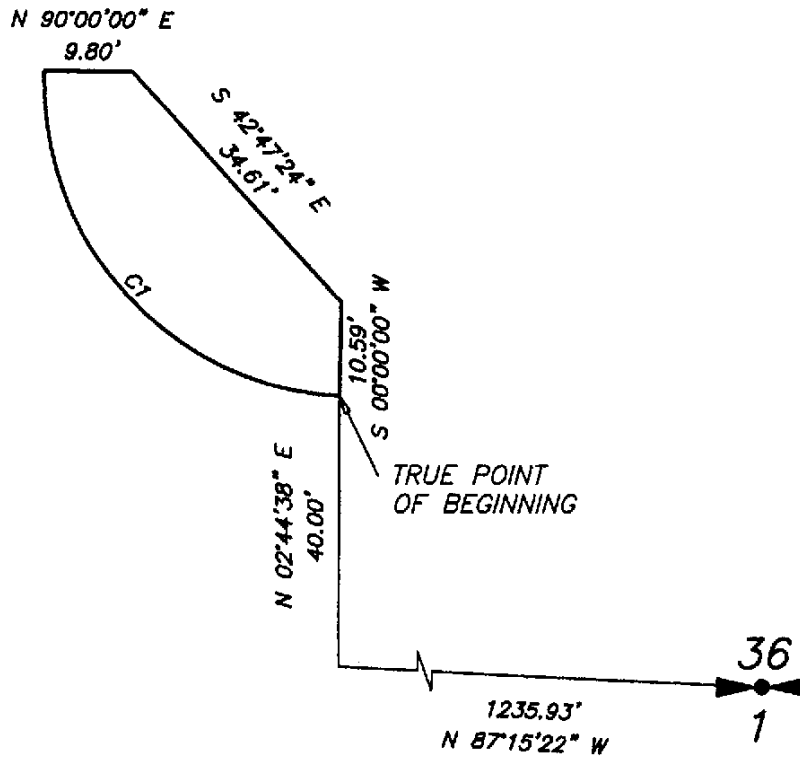
EXHIBIT "B"

SIGN EASEMENT

JOB NO: 04-486

JUNE 06, 2006

NOT TO SCALE



CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CHORD	CHORD BEARING
C1	54.33'	35.00'	88°55'57"	49.03'	N 42°47'24" W



6
4218629 CCR

RecFee - \$110.00 Pages: 29 - FIRST AMERICAN TITLE
Clark County, WA 9/6/06 10:25 AM



AFTER RECORDING MAIL TO:

Name: Helmes Development Inc
Address: 11815 NE 113th Ave #100
City/State: Vancouver, WA 98662

Document Title(s): (for transactions contained therein)

1. Decalration of Covenants, Conditions and Restrictions for Fieldstone

M13677

Reference Number(s) of Documents Assigned or released:

Book 311 Page 415 Af# 4216535

Grantor(s): (Last name first, then first name and middle initial)

1. Helmes Development, Inc
- 2.

[] Additional information on page of document

Grantees(s): (Last name first, then first name and middle initial)

1. Fieldstone
- 2.

This document is recorded as an accommodation by First American Title Insurance and maintains no responsibility as to the affect or provisions of this document.

[] Additional information on page of document

Abbreviated Legal Description as follows: (i.e. lot/block/plat or section/township/range/quarter/quarter)

SE 14 of SW 14 of S36, T3N R2E, WM

Assessor's Property Tax Parcel/Account Number(s):

200545-002 thru 200545-044 even

[X] Complete legal description is on page 23 or document

[X] I am requesting an emergency nonstandard recording for an additional fee as provided in RCW 36.18.010. I understand the recording, processing requirements may cover up or otherwise obscure some part of the text of the original document.

V. Alchawa for Sheri Benedict

DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS

FOR

FIELDSTONE

**DECLARATION
OF COVENANTS, CONDITIONS, AND RESTRICTIONS
FOR
FIELDSTONE**

THIS DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR FIELDSTONE is made this 2nd day of June, 2006, by Helmes Development Inc, a Washington corporation, duly authorized to transact business in the state of Washington (the "Declarant").

Declarant is the owner of the real property described in Exhibit "A" attached hereto and incorporated herein by this reference.

Declarant intends by this Declaration to impose upon the Properties (as defined herein) mutually beneficial restrictions under a general plan of improvement for the benefit of all owners of real property within the Properties. Declarant desires to provide a flexible and reasonable procedure for the overall development of the Properties, and to establish a method for the administration, maintenance, preservation, use and enjoyment of such Properties as are now or hereafter subjected to this Declaration.

Declarant hereby declares that all of the property described in Exhibit "A" and any additional property which is hereafter annexed (identified on Exhibit "B") and/or subjected to this Declaration by Supplemental Declaration (as defined herein) shall be held, sold, and conveyed subject to the following easements, restrictions, covenants, and conditions which are for the purpose of protecting the value and desirability of and which shall run with the real property subjected to this Declaration and shall be appurtenant thereto, and which shall be binding on all parties having any right, title, or interest in the described Properties or any part thereof, their heirs, successors, successors-in-title, and assigns, and shall inure to the benefit of each owner thereof. This Declaration does not and is not intended to create a condominium within the meaning of the Washington Horizontal Property Regime Act (condominiums), RCW § 64.32 and/or RCW 64.34, et seq.

All lots in the Sub-Division are subject to the covenants.

Article I.
Definitions

Section 1. "Community-Wide Standard" shall mean the standard of conduct, maintenance, or other activity generally prevailing throughout the Properties as set forth in Articles V and VI.

Section 2. "Declarant" shall mean and refer to Helmes Development, Inc, a Washington Corporation, or its successors, successors-in-title or assigns who take title to any

portion of the property described on Exhibits "A" or "B" for the purpose of development and/or sale and are designated as the Declarant hereunder in a recorded instrument executed by the immediately preceding Declarant.

Section 3. "Lighting Improvement District" or "LID" shall mean and refer to a local unit of special purpose government which has been created to provide street light systems and lighting services to the area in which the Properties are located.

Section 4. "Mortgage" shall mean and refer to a mortgage, a deed of trust, a deed to secure debt, or any other form of security deed.

Section 5. "Owner" shall mean and refer to one (1) or more Persons who hold the record title to any Unit which is part of the Properties, but excluding in all cases any party holding an interest merely as security for the performance of an obligation. If a Unit is sold under a recorded contract of sale, then the purchaser (rather than the fee owner) will be considered the Owner.

Section 6. "Person" means a natural person, a corporation, a partnership, a trustee, or any other legal entity.

Section 7. "Properties" shall mean and refer to the real property described in Exhibit "A" attached hereto, together with such additional property as is hereafter subjected to this Declaration by Supplemental Declaration.

Section 8. "Supplemental Declaration" shall mean an amendment or supplement to this Declaration executed by or consented to by Declarant which subjects additional property to this Declaration and/or imposes, expressly or by reference, additional restrictions and obligations on the land described therein.

Section 9. "Unit" shall mean a portion of the Properties, whether developed or undeveloped, intended for development, use, and occupancy as an attached or detached residence for a single family, and shall, unless otherwise specified, include within its meaning (by way of illustration, but not limitation) condominium units, townhouse units, cluster homes, patio or zero lot line homes, and single-family detached houses on separately platted lots, as well as vacant land intended for development as such, all as may be developed, used, and defined as herein provided or as provided in Supplemental Declarations covering all or a part of the Properties. The term shall include all portions of the lot owned as well as any structure thereon. The term shall not include apartment buildings or complexes or other multi-family structures intended for development as rental projects.

In the case of a parcel of vacant land or land on which improvements are under construction, the parcel shall be deemed to contain the number of Units designated for residential use for such parcel on the site plan approved by Declarant, until such time as a certificate of occupancy is issued on all or a portion thereof by the building department of Clark County, Washington. After issuance of a certificate of occupancy on any portion thereof, the portion

designated in the certificate of occupancy shall constitute a separate Unit or Units as determined above and the number of Units on the remaining land, if any, shall continue to be determined in accordance with this paragraph.

Article II.
Maintenance

Section 1. Owner's Responsibility. Each Owner shall maintain his or her Unit and all structures, parking areas and other improvements comprising the Unit in a manner consistent with the Community-Wide Standard and all applicable covenants.

Section 2. Party Fences.

(a) General Rules of Law to Apply. Each fence built as a part of the original construction on the Units which shall serve and separate any two (2) adjoining Units (and/or which is within six inches of a common boundary line) shall constitute a party fence and, to the extent not inconsistent with the provisions of this Section, the general rules of law regarding party fences and liability for property damage due to negligence or willful acts or omissions shall apply thereto.

(b) Sharing of Repair and Maintenance. The cost of reasonable repair and maintenance of a party fence shall be shared by the Owners who make use of the fence in equal proportions.

(c) Damage and Destruction. If a party fence is destroyed or damaged by fire or other casualty, then to the extent that such damage is not covered by insurance and repaired out of the proceeds of insurance, any Owner who has used the fence may restore it. If the other Owner or Owners thereafter make use of the fence, they shall contribute to the cost of restoration thereof in equal proportions without prejudice, however, to the right of any such Owners to call for a larger contribution from the others under any rule of law regarding liability for negligent or willful acts or omissions.

(d) Right to Contribution Runs With Land. The right of any Owner to contribution from any other Owner under this Section shall be appurtenant to the land and shall pass to such Owner's successors-in-title.

(e) Arbitration. If any dispute arises concerning a party fence, or under the provisions of this Section, each party shall appoint one (1) arbitrator. The arbitrators thus appointed shall appoint one (1) additional arbitrator and the decision by a majority of all three (3) arbitrators shall be binding upon the parties and shall be a condition precedent to any right of legal action that either party may have against the other.

Article III.
Insurance and Casualty Losses

Section 1. Individual Insurance. By virtue of taking title to a Unit subject to the terms of this Declaration, each Owner covenants and agrees with all other Owners that each Owner shall carry blanket all-risk casualty insurance on the Unit(s) and structures constructed thereon. If blanket all-risk coverage is not reasonably available, then at a minimum an insurance policy providing fire and extended coverage shall be obtained. The face amount of such insurance shall be sufficient to cover the full replacement cost of any repair or reconstruction in the event of damage or destruction from any insured hazard. Each Owner further covenants and agrees that in the event of a partial loss or damage resulting in less than total destruction of structures comprising his or her Unit, the Owner shall proceed promptly to repair or to reconstruct the damaged structure in a manner consistent with the original construction or such other plans and specifications which meet all of the standards and restrictions contained herein. The Owner shall pay any costs of repair or reconstruction which are not covered by insurance proceeds. In the event that the structure is totally destroyed, the Owner may decide not to rebuild or to reconstruct, in which case the Owner shall clear the Unit of all debris and return it to substantially the natural state in which it existed prior to the beginning of construction and thereafter the Owner shall continue to maintain the Unit in a neat and attractive condition consistent with the Community-Wide Standard.

Article IV.
No Partition

Except as is permitted in the Declaration or amendments thereto, there shall be no judicial partition of the Properties or any part thereof, nor shall any Person acquiring any interest in the Properties or any part thereof seek any judicial partition unless the Properties have been removed from the provisions of this Declaration.

Article V.
Architectural Standards

All dwellings constructed on any portion of the Properties shall be built in accordance with plans and specifications approved by Clark County.

This Article shall not apply to the activities of the Declarant.

This Article may not be amended without the Declarant's written consent so long as the Declarant owns any land subject to this Declaration or subject to annexation to this Declaration.

Modifications, repairs, additions, or alterations made on or to existing Units or structures containing Units and the open space, if any, appurtenant thereto, shall be completed promptly in a timely manner not to exceed 3 months and have similar quality of workmanship

and design and external design in harmony with existing structures, location in relation to surrounding structures, topography, and finish grade elevation. Nothing contained herein shall be construed to limit the right of an Owner to remodel the interior of his or her Unit, or to paint the interior of his or her Unit any color desired; provided, modifications or alterations to the interior of his or her screened porches, patios and similar portions of a Unit visible from outside the Unit shall meet all of the standards and restrictions contained herein.

Article VI.
Use Restrictions

The Properties shall be used only for residential, recreational, and related purposes (which may include, without limitation, business offices, model units, and/or sales and marketing offices for the Declarant) as may more particularly be set forth in this Declaration and amendments hereto. Any Supplemental Declaration or additional covenants imposed on the property within any Neighborhood may impose stricter standards than those contained in this Article.

This Article shall not apply to the activities of the Declarant.

Section 1. Signs. No sign of any kind shall be erected, maintained or displayed in the public view within the Properties or in or from any Unit without approval of the Declarant (in the sole exercise of Declarant's discretion), for a period of fifteen (15) months after recordation of the Declaration, provided that after such period, the following shall be excepted from this provision: a professional sign no larger than one square foot, a sign no larger than 18 inches x 24 inches advertising a Unit for sale or rent, and/or any signs installed by the Declarant. Restriction, however, shall not be construed to prohibit ornamental plates designating the name and/or address of the resident or the owners thereof. The Declarant shall have the right as they, in their discretion, deem appropriate to erect signs, flags, banners or similar items. Notwithstanding the above, no signs, flags, banners or similar items advertising or providing directional information with respect to activities being conducted outside the Properties shall be permitted within the Properties, provided that display of the flag of the United States consistent with RCW 64.38.033 and/or other applicable statute shall be permitted.

Section 2. Parking and Prohibited Vehicles.

(a) Parking. Vehicles shall be parked only in the garages or in the driveways, if any, serving the Units or in appropriate spaces or designated areas in which parking may or may not be assigned. The Declarant may designate certain on-street parking areas on the private streets within the Properties for visitors or guests subject to reasonable rules.

(b) Prohibited Vehicles. Commercial vehicles, vehicles with commercial writing on their exteriors, vehicles primarily used or designed for commercial purposes, tractors, mobile homes, recreational vehicles, trailers (either with or without wheels), campers, camper trailers, boats and other watercraft, and boat trailers shall be parked only in enclosed garages or

areas shielded from public view by sight obscuring fencing (of a type and style meeting all of the standards and restrictions contained herein) and/or other sight obscuring structures. Stored vehicles and vehicles which are either obviously inoperable or do not have current operating licenses shall not be permitted on the Properties except within enclosed garages. For purposes of this Section, a vehicle shall be considered "stored" if it is put up on blocks or covered with a tarpaulin and remains on blocks or so covered for fourteen (14) consecutive days. Notwithstanding the foregoing, service and delivery vehicles may be parked in the Properties during daylight hours for such period of time as is reasonably necessary to provide service or to make a delivery to a Unit. Any vehicle parked in violation of this Section may be towed in accordance with city and county ordinances.

Section 3. Occupants Bound. All provisions of the Declaration and of any rules and regulations or use restrictions promulgated pursuant thereto which govern the conduct of Owners and which provide for sanctions against Owners shall also apply to all Occupants, guests and invitees of any Unit. Every Owner shall cause all Occupants of his or her Unit to comply with this Declaration and the rules and regulations adopted pursuant thereto, and shall be responsible for all violations and losses caused by such Occupants, notwithstanding the fact that such occupants of a Unit are fully liable and may be sanctioned for any violation of this Declaration and rules and regulations adopted pursuant thereto.

Section 4. Animals and Pets.

(a) No animals, livestock, or poultry of any kind (hereinafter also referenced as "household pets") shall be raised, bred, or kept on any portion of the Properties, except that dogs, cats, or other usual and common household pets not to exceed a total of four (4) household pets, not more than two (2) of which may be dogs, may be permitted in a Unit.

(i) Excluded from the foregoing restriction shall be birds, fish, small reptiles and small animals which are kept in cages or tanks which are permanently kept within the interior of a dwelling or residence situated on the Unit.

(b) Provided, however, and notwithstanding anything to the contrary set forth in paragraph (a) above, those pets which are permitted to roam free, or endanger the health, make objectionable noise, or constitute a nuisance or inconvenience to the Owners of other Units or the owner of any portion of the Properties shall be removed upon request of an Owner of another Unit.

(c) No pets shall be kept, bred, or maintained for any commercial purpose.

(d) Dogs shall at all times whenever they are outside a Unit be confined on a leash held by a responsible person.

Section 5. Quiet Enjoyment. No portion of the Properties shall be used, in whole or in part, for the storage of any property or thing that will cause it to appear to be in an unclean or untidy condition or that will be obnoxious to the eye; nor shall any substance, thing, or

material be kept upon any portion of the Properties that will emit foul or obnoxious odors or that will cause any noise or other condition that will or might disturb the peace, quiet, safety, comfort, or serenity of the occupants of surrounding property.

No noxious, illegal, or offensive activity shall be carried on upon any portion of the Properties, nor shall anything be done thereon tending to cause embarrassment, discomfort, annoyance, or nuisance to any person using any portion of the Properties. There shall not be maintained any plants or animals or device or thing of any sort whose activities or existence in any way is noxious, dangerous, unsightly, unpleasant, or of a nature as may diminish or destroy the enjoyment of the Properties. No outside burning of leaves, trash, garbage or household refuse shall be permitted within the Properties.

Section 6. Unsightly or Unkempt Conditions. It shall be the responsibility of each Owner to prevent any unclean, unhealthy, unsightly, or unkempt condition on his or her Unit. The pursuit of hobbies or other activities, including specifically, without limiting the generality of the foregoing, the assembly and disassembly of motor vehicles and other mechanical devices, which might tend to cause disorderly, unsightly, or unkempt conditions, shall not be undertaken on any part of the Properties.

Section 7. Antennas. No exterior antennas, aerials, satellite dishes, or other apparatus for the transmission or receiving of television, radio, satellite or other signals of any kind shall be placed, allowed, or maintained upon any portion of the Properties, including any Unit, except for local TV or radio station receiver antennas or satellite dishes or similar devices no larger than one meter in diameter (and/or then applicable Federal regulation or law) and, if reasonably possible, not located on front of home. The Declarant shall have the right, without obligation, to erect an aerial, satellite dish, or other apparatus for a master antenna or cable system for the benefit of all or a portion of the Properties, should any such master system or systems require any such exterior apparatus.

Section 8. Basketball Equipment. No basketball hoops may be mounted on any wall of any structure, but may be placed in a driveway and/or back yard on a free-standing permanently affixed pole (subject to applicable municipal and/or other applicable governmental regulations). In addition, portable basketball hoops and backboards may used, if confined to the homeowner's driveway, backyard, or garage (also subject to such governmental regulations). Quiet times between the hours of 10:00 p.m. and 7:00 a.m. must be observed.

Section 9. Clotheslines, Garbage Cans, Tanks, Etc. Clotheslines, garbage cans, above-ground storage tanks, mechanical equipment, and other similar items on Units shall be located or screened so as to be concealed from view of neighboring Units, streets, and property located adjacent to the Unit. All rubbish, trash, and garbage shall be stored in appropriate containers and shall regularly be removed from the Properties and shall not be allowed to accumulate thereon.

Section 10. Subdivision of Unit. No Unit shall be subdivided or its boundary lines changed. Declarant, however, hereby expressly reserves the right to replat any Unit or Units

owned by Declarant. Any such division, boundary line change, or replatting shall not be in violation of the applicable subdivision and zoning regulations.

Section 11. Firearms. The discharge of firearms within the Properties is prohibited. The term "firearms" includes "B-B" guns, pellet guns, paint ball guns, and/or other firearms of all types, regardless of size.

Section 12. Pools. Permanent or temporary above-ground swimming pools erected, constructed or installed on any lot must be approved pursuant to city and county ordinances and only in areas shielded from public view by sight obscuring fencing (of a type and style meeting all of the standards and restrictions contained herein) and/or other sight obscuring structures.

Section 13. Irrigation. All irrigation systems to be installed which are connected to a public or potable water supply must include the necessary back flow control devices.

Section 14. Sheds, Tents, Trailers and Temporary Structures. Except as may be permitted by the Declarant, no tent, utility shed, shack, trailer or other structure of a temporary nature ("detached building") shall be placed upon a Unit or any part of the Properties. All such detached buildings must be permanent structures compatible in design and decoration with the main residence constructed on such lot. Any such detached building must be built of the same materials as the main residence thereon, and meet all requirements of the municipal and/or other applicable government agency having jurisdiction.

Section 15. Drainage and Septic Systems. Catch basins and drainage areas are for the purpose of natural flow of water only. No obstructions or debris shall be placed in these areas. No Person other than Declarant may obstruct or rechannel the drainage flows after location and installation of drainage swales, storm sewers, or storm drains. Declarant hereby reserves for itself a perpetual easement across the Properties for the purpose of altering drainage and water flow. Septic tanks and drain fields are prohibited on the Properties.

Section 16. Tree Removal. No trees shall be removed, except for diseased or dead trees and trees needing to be removed to promote the growth of other trees or for safety reasons. In the event of an intentional or unintentional violation of this Section, the violator shall replace the removed tree with one (1) or more comparable trees of such size and number, and in such locations, to mitigate the damage. The Declarant shall have the right as the Declarant, in its discretion, deems appropriate to remove any trees without any requirement to replace the removed trees.

Section 17. Sight Distance at Intersections. 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.

Section 18. Air Conditioning Units. No window air conditioning units may be installed on the front of the home of any Unit.

Section 19. Lighting. Except for seasonal decorative lights, which may be displayed between Thanksgiving and January 10 only, and except for landscape lighting, all exterior lights shall have similar quality of workmanship and design of existing exterior lights and design in harmony with existing structures.

Section 20. Landscaping Requirements. The front landscaping of each Lot must be completed within six (6) months from the date of completion of the Living Unit constructed thereon. In the event of undue hardship due to weather conditions or construction scheduling conflicts, this provision may be extended to a maximum of twelve (12) months. Each Owner shall maintain the landscaping and yard area in an attractive appearance and free from insects and diseases.

Section 21. Artificial Vegetation, Exterior Sculpture, and Similar Items. No artificial vegetation shall be permitted on the exterior of any portion of the Properties. Exterior sculpture, fountains, flags, and similar items shall have similar quality of workmanship and design of existing structures and design in harmony with existing structures.

Section 22. Energy Conservation Equipment. No solar energy collector panels or attendant hardware or other energy conservation equipment shall be constructed or installed on any Unit unless it is an integral and harmonious part of the architectural design of a structure.

Section 23. Playground. Any playground or other play areas or equipment erected, constructed or installed on any lot must be only in areas behind fencing (of a type and style meeting all of the standards and restrictions contained herein) and/or other sight obscuring structures.

Section 24. Fences. Fences and hedges shall not exceed six (6) feet above the grade on which it is situated, hedges situated forward of the minimum building set-back line shall not exceed three and one-half (3- 1/2) feet above grade, and no fence shall be situated forward of the minimum building set-back line as determined by the then current applicable municipal and/or other applicable governmental set-back regulations. All fence construction and color shall be as per drawings as adopted by the Declarant and all fencing shall be concurrent. Dog runs and animal pens shall only be located in enclosed garages or areas shielded from public view by a sight obscuring fence or garage. No metal, cyclone, or chain link fencing shall be installed on any property line of a lot or in public view, except for any fences installed by Declarant.

Section 25. Business Use. No trade or business may be conducted in or from any Unit, except that an Owner or occupant residing in a Unit may conduct business activities within the Unit so long as: (a) the existence or operation of the business activity is not apparent or detectable by sight, sound or smell from outside the Unit; (b) the business activity conforms to all zoning requirements for the Properties; (c) the business activity does not involve persons coming onto the Properties who do not reside in the Properties or door-to-door solicitation of residents of the Properties; and (d) the business activity is consistent with the residential character of the Properties and does not constitute a nuisance, or a hazardous or offensive use, or threaten the

security or safety of other residents of the Properties. Garage sales, moving sales, rummage sales or similar activities may be allowed, if done on an occasional basis of not more than once in any six month period. Notwithstanding the foregoing, the operation of any for profit day care business or for profit adult foster care home business shall be not be permitted (provided, that occasional and irregular "babysitting" of children from the same family or household shall not be barred by this provision).

The terms "business" and "trade", as used in this provision, shall be construed to have their ordinary, generally accepted meanings, and shall include, without limitation, any occupation, work or activity undertaken on an ongoing basis which involves the provision of goods or services to persons other than the provider's family and for which the provider receives a fee, compensation, or other form of consideration, regardless of whether: (i) such activity is engaged in full or part-time; (ii) such activity is intended to or does generate a profit; or (iii) a license is required therefor. Notwithstanding the above, the leasing of a Unit shall not be considered a trade or business within the meaning of this section. This Section shall not apply to any activity conducted by the Declarant or a builder approved by the Declarant with respect to its development and sale of the Properties or its use of any Units which it owns within the Properties, including the operation of a timeshare or similar program.

Section 26. On-Site Fuel Storage. No on-site storage of gasoline, heating or other fuels shall be permitted on any part of the Properties except that up to five (5) gallons of fuel may be stored on each Unit for emergency purposes and operation of lawn mowers and similar tools or equipment.

Section 27. Leasing of Units.

(a) Definition. "Leasing", for purposes of this Declaration, is defined as regular, exclusive occupancy of a Unit by any person or persons other than the Owner for which the Owner receives any consideration or benefit, including, but not limited to a fee, service, gratuity, or emolument.

(b) General. Units may be rented only in their entirety; no fraction or portion may be rented. There shall be no subleasing of Units or assignment of leases. No transient tenants may be accommodated in a Unit. All leases shall be in writing and shall be for an initial term of no less than one (1) year. The Owner must make available to the lessee copies of this Declaration.

(c) Lease Provisions. Any lease of a Unit in the Properties shall be deemed to contain the following provisions, whether or not expressly therein stated, and each Owner covenants and agrees that if such language is not expressly contained therein, then such language shall be deemed incorporated into the lease by existence of this covenant and the lessee, by occupancy of the Unit, agrees to the applicability of this covenant and incorporation of the following language into the lease:

(i) Compliance with Declaration. The lessee agrees to abide and comply with all provisions of the Declaration. The Owner agrees to cause all occupants of his or her Unit to comply with the Declaration and is responsible for all violations thereof and resulting losses or damages caused by such occupants, notwithstanding the fact that such occupants of the Unit are fully liable and may be sanctioned for any violation of the Declaration.

Section 28. Wetlands, Biofiltration Swales , and Water Retention Facilities. The Wetlands, biofiltration swales and water retention facilities located within the properties, if any, shall not be used for fishing, swimming, or playing. The Declarant shall not be responsible for any loss, damage or injury to any person or property arising out of the authorized or unauthorized use of these areas. No docks, piers or other structures shall be constructed on or over any body of water within the properties, except such that may be constructed by the Declarant.

Section 29. Laws and Ordinances. Every Owner and occupant of any Unit, and their guests and invitees, shall comply with all laws, statutes, ordinances and rules of applicable federal, state, municipal, and/or other applicable governmental agencies with jurisdiction or authority over the Properties.

Section 30. Dwelling Size. The main floor area for a one-story dwelling structure shall contain a minimum floor area of 1,700 square feet exclusive of garage area, basements, and open or screened porches. Multi-level dwelling structures shall contain a minimum floor area of 2,100 square feet with all levels exclusive of garage area, basements, and open or screened porches.

Section 31. Exterior Wall Construction. Siding shall be full lap siding on all sides (shake, shingle, and board and batten accents are allowed), siding material shall be James Hardie® Hardiplank® Lap Siding with Select Cedarmill© finish or comparable, and siding color shall be the original designer paint color or other color compatible and in harmony with neighboring Units.

Section 32. Roofing Material. Roofing color shall be Moire Black and roofing material shall be a minimum 30 year Architectural, or comparable.

Section 33. Building Location. No building shall be located on any lot with respect to set-back from front, side and rear lot lines, except in conformity with the planning regulations and requirements of the municipal or other applicable governmental authority having jurisdiction within the area in which this Properties is located.

Section 34. Completion. Construction of any dwelling shall be completed including exterior decoration within six (6) months from date of start of construction. In the event of undue hardship due to weather conditions or construction scheduling conflicts, this provision may be extended to a maximum of nine (9) months. All lots shall, subsequent to purchase from the Declarant and prior to the construction of improvements thereon, be kept in a neat and orderly condition and free of brush, vines, weeds and the grass thereon cut or mowed at sufficient intervals to prevent creation of a nuisance or fire hazard.

Section 35. Easements. Easements for the installation of utilities, drainage facilities and berms are reserved as shown on the official plat recorded herewith. The area included in said easements shall be maintained in as attractive and well-kept condition as required for the remainder of the lot.

Section 36. Existing Structures. No existing structure, residential or otherwise, shall be moved into the Properties, or shall any dwelling thereon be occupied prior to its completion.

Section 37. Oil and Mining Operations. No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted within the Properties, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted within the Properties. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained, or permitted within the Properties.

Section 38. Enforcement and non-waiver. The failure on the part of any party affected by these restrictions at any time to enforce any of the provisions hereof shall in no event be deemed a waiver thereof.

Section 39. Landscape. Each Unit shall have a minimum of one (1) deciduous tree with diameter of not less than one and one-fourth (1- 1/4) inches and planted within six (6) feet of the sidewalk in the front yard.

Section 40. Sex Offenders. No lot, structure, and/or dwelling shall be owned or occupied by a sex offender, aged 18 or over, listed or registered by any State and/or by any agency of the Federal government.

Article VII. General Provisions

Section 1. Term. The covenants and restrictions of this Declaration shall run with and bind the Properties, shall be appurtenant thereto, and shall inure to the benefit of and shall be enforceable by the Owner of any property subject to this Declaration, their respective legal representatives, heirs, successors, and assigns, for a term of thirty (30) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years, unless an instrument in writing, signed by a majority of the then Owners, has been recorded within the year preceding the beginning of each successive period of ten (10) years, agreeing to change said covenants and restrictions, in whole or in part, or to terminate the same, in which case this Declaration shall be modified or terminated as specified therein.

Section 2. Amendment. This Declaration may be unilaterally amended by the Declarant at any time that Declarant owns more than fifty (50%) percent of all lots. Thereafter, the Declaration may be amended only by the affirmative vote or written consent, or any

combination thereof, of Owners representing sixty-seven percent (67%) of the lots. Any amendment to be effective must be recorded in the Auditor's Office of Clark County, Washington.

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

No amendment may remove, revoke, or modify any right or privilege of Declarant without the written consent of Declarant or the assignee of such right or privilege prior to when seventy-five percent (75%) or more of the Units are owned by Persons other than the Declarant and builders or developers holding title for the purpose of development and resale.

Section 3. Easements of Encroachment. There shall be reciprocal appurtenant easements of encroachment, and for maintenance and use of any permitted encroachment, between each Unit and between adjacent Units due to the unintentional placement or settling or shifting of the improvements constructed, reconstructed, or altered thereon (in accordance with the terms of these restrictions) to a distance of not more than three (3) feet, as measured from any point on the common boundary between each Unit or as between said adjacent Units, 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, an Owner, or occupant.

Section 4. Easements for Utilities, Etc. There is hereby reserved unto Declarant, so long as the Declarant owns any property described on Exhibits "A" or "B", and the designee of Declarant (which may include, without limitation, Clark County, Washington, the LID, and any utility), blanket easements upon, across, over, and under all of the Properties for ingress, egress, installation, replacing, repairing, and maintaining cable television systems, master television antenna systems, security, and similar systems, roads, walkways, bicycle pathways, drainage systems, street lights, signage, entry features, and all utilities, including, but not limited to, water, sewers, cable, meter boxes, telephones, gas, and electricity; provided, the exercise of this easement shall not unreasonably interfere with the use of any Unit and, except in an emergency, entry into any Unit shall be made only after reasonable notice to the Owner or occupant thereof.

Without limiting the generality of the foregoing, there are hereby reserved for the local water supplier easements across all Units for ingress, egress, installation, reading, replacing, repairing, and maintaining water meter boxes. Notwithstanding anything to the contrary contained in this Section, no sewers, electrical lines, water lines, or other utilities may be installed or relocated on the Properties, except as provided by Declarant.

Should any entity furnishing a service covered by the general easement herein provided request a specific easement by separate recordable document, the Declarant, so long as the Declarant owns any property described on Exhibits "A" or "B", shall have the right to grant such easement over the Properties 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 Properties.

The LID shall have the power to levy taxes upon any and all Owners of any of the Properties, including Unit Owners, for providing lighting and related services to the Properties.

Section 5. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions, which shall remain in full force and effect.

Section 6. Perpetuities. If any of the covenants, conditions, restrictions, or other provisions of this Declaration shall be unlawful, void, or voidable for violation of the rule against perpetuities, then such provisions shall continue only until twenty-one (21) years after the death of the last survivor of the now living descendants of Elizabeth II, Queen of England.

Section 7. Compliance. Every Owner and occupant of any Unit shall comply with all lawful provisions of this Declaration. Failure to comply shall be grounds for an action to recover sums due, for damages or injunctive relief, or for any other remedy available at law or in equity, maintainable by any aggrieved Unit Owner or Owners.

Section 8. Security. NEITHER THE DECLARANT NOR ANY SUCCESSOR DECLARANT SHALL IN ANY WAY BE CONSIDERED INSURERS OR GUARANTORS OF SECURITY WITHIN THE PROPERTIES, HOWEVER, AND NEITHER THE DECLARANT NOR ANY SUCCESSOR DECLARANT SHALL BE HELD LIABLE FOR ANY LOSS OR DAMAGE BY REASON OR FAILURE TO PROVIDE ADEQUATE SECURITY OR INEFFECTIVENESS OF SECURITY MEASURES UNDERTAKEN. ALL OWNERS AND OCCUPANTS OF ANY UNIT, TENANTS, GUESTS AND INVITEES OF ANY OWNER, AS APPLICABLE, ACKNOWLEDGE THAT THE DECLARANT OR ANY SUCCESSOR DECLARANT DO NOT REPRESENT OR WARRANT THAT ANY FIRE PROTECTION SYSTEM, BURGLAR ALARM SYSTEM OR OTHER SECURITY SYSTEM DESIGNATED BY OR INSTALLED ACCORDING TO GUIDELINES ESTABLISHED BY THE DECLARANT MAY NOT BE COMPROMISED OR CIRCUMVENTED, THAT ANY FIRE PROTECTION OR BURGLAR ALARM SYSTEMS OR OTHER SECURITY SYSTEMS WILL PREVENT LOSS BY FIRE, SMOKE, BURGLARY, THEFT, HOLD-UP, OR OTHERWISE, NOR THAT FIRE PROTECTION OR BURGLAR ALARM SYSTEMS OR OTHER SECURITY SYSTEMS WILL IN ALL CASES PROVIDE THE DETECTION OR PROTECTION FOR WHICH THE SYSTEM IS DESIGNED OR INTENDED. EACH OWNER AND OCCUPANT OF ANY UNIT, AND EACH TENANT, GUEST AND INVITEE OF AN OWNER, AS APPLICABLE, ACKNOWLEDGES AND UNDERSTANDS THAT THE DECLARANT OR ANY SUCCESSOR DECLARANT ARE NOT INSURERS AND THAT EACH OWNER AND OCCUPANT OF ANY UNIT AND EACH TENANT, GUEST AND INVITEE OF ANY OWNER ASSUMES ALL RISKS FOR LOSS OR DAMAGE TO PERSONS, TO UNITS AND TO THE CONTENTS OF UNITS AND FURTHER ACKNOWLEDGES THAT THE DECLARANT OR ANY SUCCESSOR DECLARANT HAVE MADE NO REPRESENTATIONS OR WARRANTIES NOR HAS ANY OWNER,

OCCUPANT, TENANT, GUEST OR INVITEE RELIED UPON ANY REPRESENTATIONS OR WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING ANY WARRANTY OR MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, RELATIVE TO ANY FIRE AND/OR BURGLAR ALARM SYSTEMS OR OTHER SECURITY SYSTEMS RECOMMENDED OR INSTALLED OR ANY SECURITY MEASURES UNDERTAKEN WITHIN THE PROPERTIES.

Section 9. Attorneys Fees. In the event a suit, action, arbitration, non-judicial foreclosure, or other proceeding of any nature whatsoever, including without limitation any proceeding under the U.S. Bankruptcy Code, is instituted, or the services of an attorney are retained to interpret or enforce any provision of this Declaration or with respect to any dispute relating to this Declaration, the prevailing party shall be entitled to recover from the losing party its attorneys', paralegal's, accountants', and other experts' fees and all other fees, costs, and expenses actually incurred and reasonably necessary in connection therewith, including but not limited to discovery costs, deposition transcript and court reporter charges, etc. (hereinafter "charges"). The amount of charges shall include fees and expenses incurred on any appeal or review, and shall be in addition to all other amounts or costs recoverable as provided by law.

Section 10. Pre-existing structures. Pre-existing structures which were constructed on one or more lots prior to recordation of the Declaration may not be required to comply with the architectural control restrictions set forth herein as to any such pre-existing construction, if the Declarant so determines in the sole exercise of the Declarant's discretion, provided that any repair, alternation, or change to such structure lot shall so comply once such lot is no longer owned by the Declarant. Such lots, if any, are identified on Exhibit C.

Article VIII. Declarant's Rights

Any or all of the special rights and obligations of the Declarant set forth in this Declaration may be transferred to other Persons, provided that the transfer shall not reduce an obligation nor enlarge a right beyond that contained herein, as applicable, and provided further, no such transfer shall be effective unless it is in a written instrument signed by the Declarant and duly recorded in the Auditor's Office of Clark County, Washington. Nothing in this Declaration shall be construed to require Declarant or any successor to develop any of the property set forth in Exhibit "B" in any manner whatsoever.

It shall be expressly permissible for Declarant to maintain and carry on upon any Units owned by the Declarant such facilities and activities as, in the sole opinion of Declarant, may be reasonably required, convenient, or incidental to the construction or sale of such Units, including, but not limited to, business offices, signs, model units, and sales offices, and the Declarant shall have an easement for access to and use of such facilities. The right to maintain and carry on such facilities and activities shall include specifically, without limitation, the right to use Units owned by the Declarant as models and sales offices, respectively.

So long as Declarant continues to have rights under this paragraph, no Person shall record any declaration of covenants, conditions and restrictions, or declaration of condominium or similar instrument affecting any portion of the Properties without Declarant's review and written consent thereto, and any attempted recordation without compliance herewith shall result in such declaration of covenants, conditions and restrictions, or declaration of condominium or similar instrument being void and of no force and effect unless subsequently approved by recorded consent signed by the Declarant.

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 this Declaration is recorded, (b) when the Declarant and builders or developers holding title for the purpose of development and resale no longer hold title to any Units, or (c) upon recording by Declarant of a written statement that all sales activity has ceased.

Declarant shall have the unilateral right, privilege, and option, from time to time at any time until all property described on Exhibit "B" attached hereto and incorporated herein by this reference, has been subjected to this Declaration or December 31, 2016, whichever is earlier, to subject to the provisions of this Declaration all or any portion of the real property described in Exhibit "B". Such annexation shall be accomplished by filing in the Auditor's Office of Clark County, Washington, a Supplemental Declaration annexing such property. Such Supplemental Declaration shall require the consent of the owner of such Exhibit "B" property, if other than Declarant. Any such annexation shall be effective upon the filing for record of such Supplemental Declaration unless otherwise provided therein. Declarant shall have the unilateral right to transfer to any other Person the right, privilege, and option to annex additional property which is herein reserved to Declarant, provided that such transferee or assignee shall be the developer of at least a portion of the real property described in Exhibits "A" or "B" and that such transfer is memorialized in a written, recorded instrument executed by the Declarant.

Article IX.

Special Provisions Regarding Multi-Family Structures

Upon the recording of this Declaration, Declarant does not anticipate that a multi-family structure (as defined below, "MFS") will be located within the Properties and subject to this Declaration. Notwithstanding the same, should a MFS be developed within the Properties, then this Article IX shall be effective. If no MFS is located within the Properties, then this Article IX will have no effect on any provisions of this Declaration.

Section 1. Certain Definitions Applicable to this Article IX. The following terms shall have the followings meanings:

(a) As defined in Article I, Section 5, "Owner" shall include an owner of a MFS. An Owner which owns a MFS is sometimes referred to herein as a "MFS Owner." Notwithstanding anything contrary in Article I, Section 5, a tenant located in a MFS will not be considered an Owner under this Declaration.

(b) Notwithstanding anything contrary in Article I, Section 9, "Unit" shall include a MFS.

(c) As used herein, MFS shall mean apartment buildings or complexes or other multi-family structures intended for development as rental projects.

Section 2. Property Rights. The MFS Owner may grant its right of use, access and enjoyment in and to the MFS to tenants under tenant leases subject to the terms of this Declaration.

Section 3. Architectural Standards. The MFS shall be designed by and built in accordance with the plans and specifications approved by Clark County, shall meet all of the standards and restrictions contained herein, and so long as the Declarant owns any property described on Exhibits "A" or "B", the Declarant shall have absolute discretion with respect to approving the plans and specifications of the MFS.

Section 4. Use Restrictions. Any tenant lease for apartments or units in the MFS shall contain terms and conditions requiring tenants to comply with the use restrictions contained herein. All provisions of this Declaration and any rules and regulations or use restrictions promulgated pursuant thereto which govern the conduct of Owners and which provide for sanctions against Owners shall also apply to all tenants and occupants, including guests and invitees, of any tenant unit or apartment in the MFS. Notwithstanding anything contrary herein, the restrictions against business use contained in Article VI shall not apply to a MFS Owner with respect to its ownership and operation of the MFS.

Section 5. Multi-Family Party Walls and Party Fences.

(a) General Rules of Law to Apply. Each wall or fence built as a part of the original construction on any MFS which shall serve and separate any two (2) adjoining MFS Units 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.

(b) Sharing of Repair and Maintenance. The cost of reasonable repair and maintenance of a party wall or fence shall be shared by the MFS Owners who make use of the wall or fence in equal proportions.

(c) Damage and Destruction. If a party wall or fence is destroyed or damaged by fire or other casualty, then to the extent that such damage is not covered by insurance and repaired out of the proceeds of insurance, any MFS Owner who has used the wall or fence may restore it. If the other MFS Owner or Owners thereafter make use of the wall or fence, they shall contribute to the cost of restoration thereof in equal proportions without prejudice, however, to the right of any such MFS Owners to call for a larger contribution from the others under any rule of law regarding liability for negligent or willful acts or omissions.

(d) Right to Contribution Runs With Land. The right of any MFS Owner to contribution from any other MFS Owner under this Section shall be appurtenant to the land and shall pass to such MFS Owner's successors-in-title.

(e) Arbitration. If any dispute arises concerning a party wall or fence, or under the provisions of this Section, each party shall appoint one (1) arbitrator. The arbitrators thus appointed shall appoint one (1) additional arbitrator and the decision by a majority of all three (3) arbitrators shall be binding upon the parties and shall be a condition precedent to any right of legal action that either party may have against the other.

IN WITNESS WHEREOF, the undersigned Declarant has executed this Declaration this 2nd day of June, 2006.

Helmes Development Inc, a Washington Corporation

By: [Signature]

Name: Chris Helmes

Title: President

By: [Signature] VP, Sec.

Name: KELLY R HELMES

Title: Secretary

(Notary acknowledgment on following page)

STATE OF WASHINGTON)
) ss.
County of Clark)

On this 2nd day June, 2006, before me, the undersigned Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Chris Helmes and Kelly R. Helmes to me known to be the President and Secretary of Helmes Development, Inc, a Washington corporation, and he/she acknowledged that he/she as said duly authorized officer of said corporation executed said instrument on behalf of said corporation, and acknowledged the said instrument to be the voluntary act and deed of said corporation for the uses and purposes therein mentioned.

Witness my hand and official seal hereto affixed the day and year first above written.

Lorraine Matson
Notary Public in and for the State of Washington
My commission expires: Aug. 15, 2008

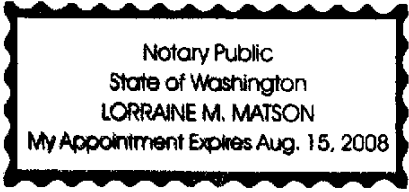


EXHIBIT "A"

Property Initially Submitted

(Property subject to Declaration)

The real property described in Exhibit "A-1" attached hereto and by this reference incorporated herein.

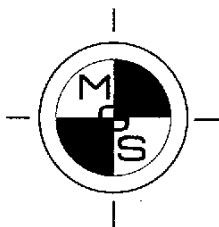
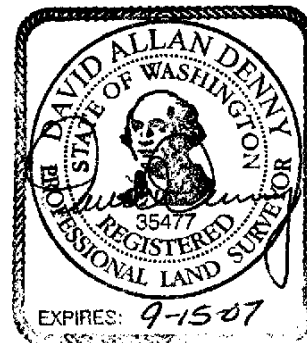


Exhibit "A-1"

**MINISTER-GLAESER
SURVEYING INC.**

(360) 694-3313
FAX (360) 694-8410
2200 E. EVERGREEN
VANCOUVER, WA 98661



February 24, 2006

PERIMETER DESCRIPTION
FOR
FIELDSTONE PHASE I

4-13-06

A tract of land in a portion of the Southeast quarter of the Southwest quarter of Section 36, Township 3 North, Range 2 East, Willamette Meridian, Clark County, Washington described as follows:

Beginning at the Southeast corner of the Southwest quarter of said Section 36;

Thence North $87^{\circ}15'22''$ West, along the South line of the Southwest quarter of said Section 36, 665.27 feet to the Southeast corner of that certain tract of land conveyed to Kenneth Owens by deed recorded under Auditor's File # 3883823, records of Clark County, Washington, said point being the TRUE POINT OF BEGINNING;

Thence continuing North $87^{\circ}15'22''$ West, along the South line of said Southwest quarter, 595.01 feet to the Easterly Right-of-Way line of N.E. 157th Avenue;

Thence North $02^{\circ}44'38''$ East, along said Easterly Right-of-Way line 30.00 feet;

Thence along the arc of a 10.00 foot radius non-tangent curve to the right through a central angle of $88^{\circ}55'57''$ for an arc distance of 15.52 feet, the long chord of which bears North $42^{\circ}47'24''$ West, 14.01 feet;

Thence North $01^{\circ}40'35''$ East, along said Easterly Right-of-Way line 440.73 feet to the Northwest corner of that certain tract of land conveyed to Gunnar Ek by deed recorded under Auditor's File #3283642, records of Clark County, Washington;

Exhibit "A-1"

Thence South $88^{\circ}19'33''$ East, along the North line of said Ek tract, 311.47 feet to the Northeast corner thereof;

Thence North $01^{\circ}41'00''$ East, along the Westerly line of that certain tract of land conveyed to Gunnar Ek, by deed recorded under Auditor's File # 3283640, records of Clark County, Washington, 239.99 feet to the South line of Lot 1 of "Nehalem" according to the plat thereof recorded in Volume "G" of Plats at Page 781, records of Clark County, Washington;

Thence South $88^{\circ}19'00''$ East, along the South line of said Lot 1, 325.18 feet;

Thence South $01^{\circ}40'28''$ West, 163.79 feet;

Thence North $88^{\circ}19'32''$ West, 19.64 feet;

Thence South $01^{\circ}40'28''$ West, 172.23 feet to the North line of that certain tract of land conveyed to Gloria Wilson by deed recorded under Auditor's File # 8301110137, records of Clark County, Washington;

Thence North $87^{\circ}15'25''$ West, along the North line of said Wilson Tract, 13.43 feet to the Northwest corner thereof;

Thence South $01^{\circ}36'01''$ West, along the West line of said Wilson Tract, 95.99 feet to the Northeast corner of said Kenneth Owens tract;

Thence North $87^{\circ}15'22''$ West, along the North line of said Owens Tract, 150.00 feet to the Northwest corner thereof;

Thence South $01^{\circ}36'01''$ West, along the West line of said Owens Tract 237.37 feet;

Thence South $35^{\circ}18'48''$ East, 41.43 feet;

Thence South $77^{\circ}53'40''$ East, 48.05 feet;

Thence South $81^{\circ}32'44''$ East, 78.40 feet;

Thence South $01^{\circ}36'01''$ West, 14.39 feet to the TRUE POINT OF BEGINNING.

Containing 7.57 acres.

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

EXHIBIT "B"

Property Subject to Annexation

The real property subject to annexation is described in the metes and bounds legal description attached hereto as Exhibit "B-1" and by this reference incorporated herein.

[Metes and Bounds Legal Description]

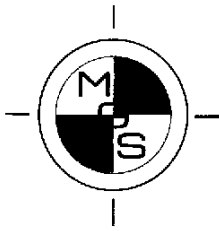


Exhibit "B-1"
MINISTER-GLAESER
SURVEYING INC.

(360) 694-3313
FAX (360) 694-8410
2200 E. EVERGREEN
VANCOUVER, WA 98661

April 13, 2006

PERIMETER DESCRIPTION
FOR
FIELDSTONE PHASE 2

A tract of land in a portion of the Southeast quarter of the Southwest quarter of Section 36, Township 3 North, Range 2 East, Willamette Meridian, Clark County, Washington described as follows:

Beginning at the Southeast corner of the Southwest quarter of said Section 36;

Thence North $01^{\circ}31'31''$ East, along the East line of the Southwest quarter of said Section 36, 230.00 feet to the Southeast corner of that certain tract of land conveyed to Leonard A. Ek Family Trust, by deed recorded under Auditor's File # 3283640, records of Clark County, Washington, said point being the TRUE POINT OF BEGINNING;

Thence continuing North $01^{\circ}31'31''$ East, along the East line of said Southwest quarter, 880.25 feet to the Southeast corner of "Nehalem-2", according to the plat thereof recorded in Volume "G" of Plats at Page 856, records of Clark County, Washington;

Thence North $88^{\circ}21'03''$ West, along the South line of said Nehalem-2 Plat", 556.30 feet to the East line of "Nehalem" according to the plat thereof recorded in Volume "G" of Plats at Page 781, records of Clark County, Washington;

Thence South $01^{\circ}40'16''$ West, along the East line of said "Nehalem" plat, 365.83 feet to the Southeast corner thereof;

Thence North $88^{\circ}19'00''$ West, along the South line of said plat, 73.43 feet;

Thence South $01^{\circ}40'28''$ West, 163.79 feet;

Thence North $88^{\circ}19'32''$ West, 19.64 feet;

Thence South $01^{\circ}40'28''$ West, 172.23 feet, to the South line of said Ek tract;

Exhibit "B-1"

Thence along the South line of said Ek tract, the following course and distances;

Thence South 87°15'25" East, 206.57 feet;

Thence South 01°36'01" West, 106.00 feet;

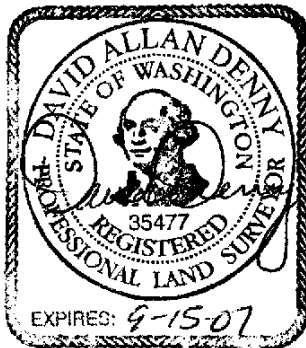
Thence South 87°15'25" East, 344.87 feet;

Thence South 01°31'31" West, 60.01 feet;

Thence South 87°15'25" East, 100.02 feet to the TRUE POINT OF BEGINNING.

Containing 10.93 acres.

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



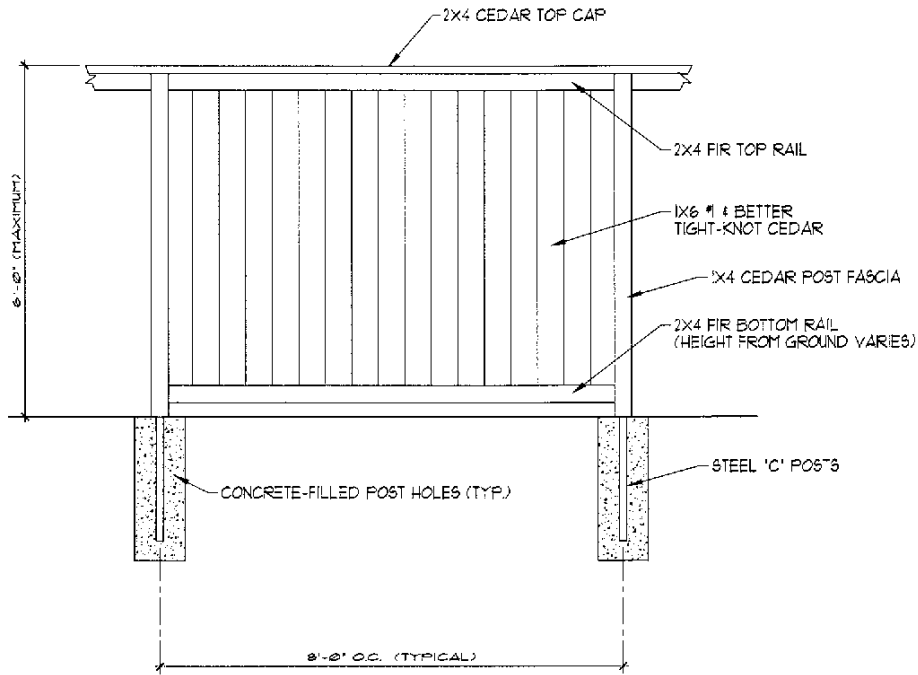
4-13-06

David A. Denny
Professional Land Surveyor
Minister & Glaeser Surveying, Inc.

EXHIBIT "C"

Pre-existing structures

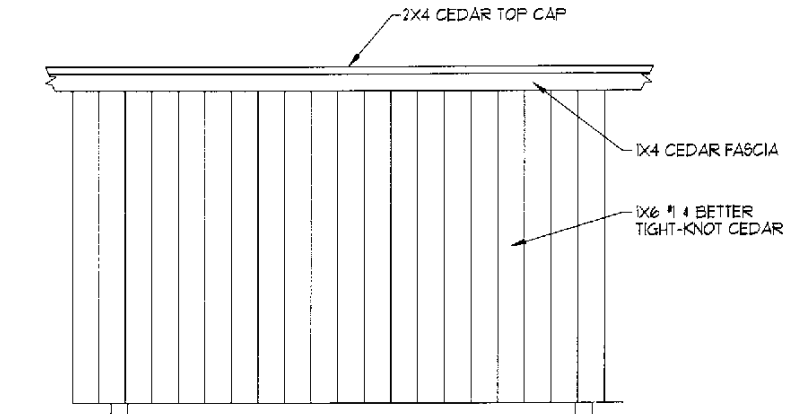
The following lots have pre-existing construction and/or structures subject to the provisions of Article VII, Section 10.



INTERIOR ELEVATION

NO SCALE

<p>NEW TRADITION HOMES FENCING CONTRACTOR</p>
<p>LIFETIME FENCE (360)513-4452</p>
<p>NEW TRADITION HOMES STAIN COLOR:</p>
<p>OLYMPIC (SEMI-TRANSPARENT) COLOR #303</p>



EXTERIOR ELEVATION

NO SCALE

NEW TRADITION HOMES FENCE DETAILS CLARK COUNTY

4221838 NLUD

RecFee - \$32.00 Pages: 1 - PUD 1
Clark County, WA 9/14/06 11:40 AM

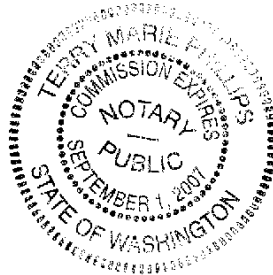


Once recorded return to:
Clark Public Utilities
PO Box 8900
Vancouver, WA 98668

NOTICE OF THE FORMATION OF LOCAL UTILITY DISTRICT FOR STREET LIGHTING

Notice Provided By: Public Utility District No.1 of Clark County
Parcel Owner: New Tradition Homes
Tax ID: 200545-000
Legal: Lots 1 through 21 inclusive, of Fieldstone Phase 1 subdivision, in a portion of the Southwest quarter of Section 36, Township 3 North, Range 2 East of the Willamette Meridian in Clark County, Washington.

NOTICE IS HEREBY GIVEN that on the 8th day of August, 2002, Public Utility District No.1 of Clark County placed in the hands of the Treasurer for the District the final assessment roll for Local Utility District No. 1039, which assessment roll was duly adopted by District Resolution No. and that such assessment roll shall be filed with the County Treasurer's office which shall levy a special assessment against the properties described therein.



John Eldridge, Legal Counsel

State of Washington
County of Clark

I certify that I know or have satisfactory evidence that John Eldridge is the person who appeared before me, and said person acknowledged that he signed this instrument and acknowledged it to be his free and voluntary act for the uses and purposes mentioned in the instrument.

Dated: September 11, 2006

(Seal or Stamp)

(Signature)
Residing at: Clark County
My appointment expires: 9-1-2007