



**DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS
OF
WESTRIDGE PLACE**

THIS DECLARATION, made on the date hereinafter set forth by One Pacific Corporation, an Oregon corporation, hereinafter referred to as "Declarant,"

WITNESSETH:

WHEREAS, Declarant is the owner of certain property located in the County of Clark, State of Washington, (the "Property") which is more particularly described as follows:

WESTRIDGE PLACE as recorded in Book ____, Page ____,
Auditor's File No. _____.

NOW, THEREFORE, Declarant hereby declares that all of the properties described above shall be held, sold and conveyed subject to the following easements, restrictions, covenants, and conditions which are for the purpose of protecting the value and desirability of, and which shall run with the real property and be binding on all parties having or acquiring any right, title or interest in the described property, or any part thereof, their heirs, successors and assign, and shall inure to the benefit of each owner thereof.

ARTICLE I

Definitions

Section 1. "Association" shall mean and refer to the Westridge Place Homeowners Association and its successors and assigns. The Westridge Place Homeowners Association has been duly formed and incorporated as a Washington non-profit corporation.

Section 2. "Owner" shall mean and refer to the record owner, (including Declarant) whether one or more persons or entities, of fee simple title to any Residential Lot which is a part of the Property, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

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Section 3. "Properties" or "Property" shall mean and refer to that certain real property hereinbefore described, and such additional real property as may hereafter be brought within the jurisdiction of the Association.

Section 4. "Common Area" shall mean all property owned by the Association for the common use and enjoyment of the owners. The common area is to be transferred free and clear to and be owned by the Association and is described as follows:

Walking trails, gazebo, entryway areas, stormwater retention ponds and landscaping thereof, and entry wall.

Section 5. "Residential Lot" or "Lot" shall mean and refer to any lot, on which there is a residence constructed, or to be constructed, and shown upon the recorded subdivision map of the properties with the exception of the Common Area.

Section 6. "Declarant" shall mean and refer to One Pacific Corporation, its successors and assigns.

Section 7. "Mortgage" shall mean and refer to the first mortgage, deed of trust or other encumbrance securing the purchase of the lot.

ARTICLE II

Property Rights

Section 1. Owners' Easements of Enjoyment. Every owner shall have a right and easement of enjoyment in and to the Common Areas which shall be appurtenant to and shall pass with the title to every lot, subject to the following provisions:

- (a) the right of the Association to suspend the voting rights of, as well as the right to use the recreational facilities by, an owner for any period during which any assessment against the owner's lot remains unpaid;
- (b) the right of the Association to dedicate or transfer all or any part of the Common Areas to any public agency, authority or utility for such purposes and subject to such conditions as may be proposed, and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument signed by two-thirds (2/3) of the total membership agreeing to such a dedication or transfer has been recorded;



- (c) guests of residents are allowed to use the recreational and Common Areas within Westridge Place and are subject to the posted rules and regulations governing said facilities. Residents are responsible for the actions and damages of their guests.

Section 2. Delegation of Use. Any owner may delegate in accordance with the By-Laws, his right of enjoyment to the Common Areas and facilities to the members of his family, his tenants, or contract purchasers who reside on the property.

ARTICLE III

Membership and Voting Rights

Section 1. Every Owner of a Residential Lot which is subject to assessment shall be a member of the Association. Membership shall be appurtenant subject to assessment.

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

Class A: Class A members shall be all owners with the exception of the Declarant and shall be entitled to one (1) vote for each Residential Lot owned. When more than one person holds an interest in any Residential Lot, all such persons shall be members. The vote for such Residential 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 Residential Lot.

Class B: Class B members shall be Declarant and any successor in interest and shall be entitled to three (3) votes for each Residential Lot or preliminary platted Residential Lot owned. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:

- (a) when the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership; or
- (b) on December 31, 2010, whichever comes first.



ARTICLE IV

Covenants for Maintenance Agreement

Section 1. Creation of Lien and Personal Obligation of Assessments. The Declarant, for each Residential Lot owned within the properties, hereby covenants, and each owner of any Residential Lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agrees to pay to the Association:

- (1) annual assessments or charges; and
- (2) special assessments for any construction, reconstruction, unexpected repair, replacement or partial replacement of capital improvements, or shortfall in common area maintenance, such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs and reasonable attorney's fees, shall be a charge on the Residential Lot, and shall be a continuing lien upon the Residential Lot against which each such assessment is made. Each such assessment, together with interest, costs and reasonable attorney's fees, shall also be the personal obligation of the person who was the owner of such property at the time when the assessment fell due.

Section 2. Purpose of Assessments. The assessment levied by the Association shall be used exclusively to promote the recreational, health, safety and welfare of the residents in the properties and for the improvements and maintenance of the Common Areas, including real property taxes.

Section 3. Maximum Annual Assessments.

- (a) Until January 1st of the year immediately following the conveyance of the Common Area to the Homeowners Association, the maximum annual assessments shall be One Hundred Dollars (\$100.00) per Resident Lot for a 6,000 (+ or -) square foot Residential Lot; One Hundred Fifty Dollars (\$150.00) per Residential Lot for a 10,000 (+ or -) square foot Residential Lot; and Two Hundred Dollars (\$200.00) per Residential Lot for a 12,000 (+ or -) square foot Residential Lot.
- (b) From and after January 1st of the year immediately following the conveyance of the first Residential Lot to an owner, the maximum annual assessment may be increased each year by not more than six percent



(6%) above the maximum assessment for the previous year without a vote of the membership.

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

Section 4. Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Area, or shortfall in the maintenance of the Common Area, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3) of the Owners of Residential Lots (as determined by the total number of Residential Lots in Westridge Place on a one vote per lot basis) who are voting in person or by proxy at a meeting duly called for this purpose and the consent of the Declarant.

Section 5. Notice and Quorum for any Action Authorized under Sections 3 and 4. Written notice of any meeting called for the purpose of taking any action authorized under Sections 3 and 4 shall be sent to all members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast sixty percent (60%) of all the votes of the total membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 6. Uniform Rate of Assessments. Unless otherwise provided by action of the Board, annual and special assessments as set forth above shall be fixed at a uniform rate for all Residential Lots based on the approximate square footage ratio their lot is to the total square footage of all the lots, pursuant to the following formula:

6,000 (+ or -) square foot lots shall be assessed for 29.43% of any and all assessments which shall be prorated amongst 133 lots.

10,000 (+ or -) square foot lots shall be assessed for 47.57% of any and all assessments which shall be prorated amongst 129 lots.

12,000 (+ or -) square foot lots or larger, shall be assessed for 23.00% of any and all assessments and shall be prorated amongst 52 lots.



Section 7. Dates of Commencement of Annual Assessments, Due Dates. The annual assessments provided for herein shall commence as to a Residential Lot on the first day of the month following the earlier of occupancy of the residence constructed on the Residential Lot, or sixty (60) days after notice of completion for the residence constructed on the Residential Lot. No unimproved Residential Lot shall be subject to any assessment or charge herein. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall set the annual assessment period. Written notice of the annual assessment shall be sent to every owner subject thereto. The due dates shall be established by the Board of Directors. The Association shall, upon demand and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Residential Lot have been paid.

Section 8. Effect of Non-Payment of Assessments; Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall constitute a lien against the Residential Lot and shall bear interest from the due date at the rate of one percent (1%) per month. The Association may bring an action at law against the owner personally obligated to pay the same or foreclose the lien against the property. No owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Areas or abandonment of his Residential Lot.

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

Section 10. Real Property Taxes and Assessments. In the event real property taxes and assessments shall become delinquent on the Common Areas, the total amount of the delinquent taxes and assessments shall be divided equally among all the owners and said portion of each owner's share of delinquent taxes and assessments shall be a lien on said owner's Residential Lot to the same extent as if the delinquent tax were assessed against the owner's Residential Lot.

Section 11. Subordination of the Lien of Taxes to Mortgage. The lien of the taxes provided for herein relative to the Common Areas only shall be subordinate to the lien of any first mortgage. Sale or transfer of any lot pursuant to a mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such taxes as to payments which become due prior to such sale or transfer. No sale or transfer shall



relieve such Residential Lot from liability for any taxes thereafter becoming due or from the lien thereof.

Section 12. Common Area Maintenance Responsibility. Maintenance of the Common Areas, entryways, Westridge Boulevard median and street landscaping areas, 192nd Avenue street landscaping areas, trails and retention and/or detention ponds shall be the responsibility of the Homeowner's Association. Westridge Boulevard will be dedicated to the City of Vancouver. Maintenance of Westridge Boulevard planter areas in the median and adjacent to the street shall be the responsibility of the Homeowner's Association.

ARTICLE V

Declaration of Protective Covenants

Section 1. Architectural Control Committee. "A.C.C." shall mean and refer to the Architectural Control Committee as provided for and defined in these Covenants. The Board of Directors of the Association shall appoint an Architectural Control Committee. The A.C.C. shall consist of not less than three (3) nor more than five (5) members who need not be members of the Association. The members of the A.C.C. shall serve without compensation, but shall have no liability to any Owner or any other party as a result of any decision of the A.C.C. as provided for herein.

A. Operations. The A.C.C. shall operate as follows:

The A.C.C. may designate a representative from its membership to act on its behalf. In the event of death, resignation, or retirement of any member of the A.C.C. replacement members of the A.C.C. shall be appointed by the Board of Directors of the Association to serve at the pleasure of the Board of Directors of the Association.

B. Declarant's and Schuler Home's Exemption.

Declarant retains the right to approve plans and specifications on all remaining vacant lots owned by the Declarant or an Assignee of the Declarant, it being the intent hereof that the A.C.C. have no jurisdiction over vacant Residential Lots owned by the Declarant or Declarant's Assignee, including those Residential Lots owned by Schuler Homes of Washington, Inc., provided, however, that both Declarant or Declarant's Assignee, and Schuler Homes of Washington, Inc. shall be bound by all other terms and conditions of this Declaration, including building and materials restrictions, and landscaping requirements. These rights shall remain in effect beyond the time set forth in Article III, Section 2.



Section 2. Building Restrictions. A building site shall consist of at least one or more Residential Lots as shown on said plat. No building or structure shall be erected, constructed or maintained or permitted upon such Residential Lots, except upon a building site as hereinabove defined. No dwelling shall be constructed or permitted upon any building site other than one single family dwelling for a single family occupancy only, not to exceed two (2) stories in height. Height restrictions do not relate to view as that item is solely up to the A.C.C.

Section 3. Building Limits. All dwellings or garage or any part thereof, or any other structure shall be erected in conformity with all local building codes.

Section 4. Yard Requirements. All structures erected shall conform with City of Vancouver regulations and preliminary plat conditions of approval, and regulations relative to front yard, side yard, and rear lot set-backs.

Section 5. Approval of Plans by Architectural Control Committees. All buildings and structures, including concrete or masonry walls, fences, swimming pools, and all landscaping to be constructed or placed within the Residential Lot shall be approved by the A.C.C. Complete plans and specifications of all proposed buildings, structures, exterior alterations, and landscaping together with detailed plans showing the proposed location of the same in the particular building site, shall be submitted to the A.C.C. before construction or alteration and such shall not be started until written approval thereof is given by the A.C.C.

All plans and specifications requiring approval by the A.C.C. must be submitted at least thirty (30) days prior to the proposed construction starting date. The maximum height of any residence shall be established by the A.C.C. as a part of the plan approval and shall be given in writing, together with the approval. One set of approved plans must be on the job site at all times.

Said plans and specifications shall be prepared by an architect or a competent house designer approved by the A.C.C. One complete set of said plans and specifications shall be in each case delivered to and permanently left with the A.C.C. All building or structures shall be erected or constructed by a contractor or house-builder approved by the A.C.C.

As to all improvements, construction, alterations and landscaping within the property, the A.C.C. shall have the right to refuse to approve any design, plan or color for such improvements, construction or alterations, and landscaping which is not suitable or desirable in the A.C.C.'s opinion, for any reason, aesthetic or otherwise. In conducting its review, the A.C.C. shall have the right to take into consideration the suitability of the proposed building or other structure, exterior material to be utilized, the exterior color scheme, the harmony thereof with the surroundings, and the affect or impairment that

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said structures or landscaping will have on the view of surrounding building sites, as well as any and all facts, which in the A.C.C.'s opinion shall affect the desirability or suitability of such proposed structures, improvements, or alterations.

In the event the A.C.C. fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, such approval will not be required.

Any construction, alteration, or other work done in violation of this Article shall be deemed to be nonconforming. Upon written request from the Board, the A.C.C. or Declarant, owners shall, at their own cost and expense, remove such nonconforming construction, alteration, or other work and shall restore the land to substantially the same condition as existed prior to the nonconforming construction, alteration, or other work. Should an owner fail to remove and restore as required in this Section, within the time set forth in the written request, then the request may be enforced by appropriate court action as provided in Article VI, Section 1. The property owner shall pay all attorneys fees, court costs and other expenses incurred in enforcing the removal of any nonconforming construction.

Section 6. Prosecution of Construction Works. Any dwelling or structure erected or placed on any residential lot in this subdivision shall be completed as to external appearance, including finished painting, within nine (9) months after date of commencement of construction and shall be connected to an acceptable sewage disposal facility. For good cause shown, the A.C.C. may extend this time.

Section 7. Landscape and Maintenance. All front yards shall be landscaped and require tree plantings as outlined in Exhibit 'C' attached hereto within ninety (90) days following building completion. The remaining landscaping of yards shall be completed within a reasonable time, but in any event, within six (6) months after building completion and shall conform to the general pattern of others in the community as approved under Section 5 above. All yards and growth thereof shall be maintained, cultivated, and kept free from insects and diseases. Each Residential Lot shall be subject to a vegetation corridor in which a minimum of 2 trees shall be planted or preserved. The 'corridor' is as outlined on Exhibit 'D' attached hereto. The property owner shall be responsible for the care and maintenance of these trees and recognizes they are part of a covenant with Clark County and the City of Vancouver. All persons owning properties in Westridge Place shall be subject to the responsibilities of protecting and enhancing trees in the vegetation corridors. No trees may be defaced, cut, punctured or used for any other purpose which would in the opinion of a certified and trained arborist potentially cause current or future harm to said trees.

No trees may be removed unless diseased or unless there has been created by nature, unsafe conditions, or in an emergency and such a condition must be agreed upon in

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writing by a majority out of three arborists. In the event of any unauthorized or unapproved tree damage and/or removal of any trees in this corridor the responsible party shall be subject to assessment from the Homeowners Association in an amount necessary to cover replacement of a like tree in size and quality, plus any and all other costs including legal fees in making and enforcing such determination.

Section 8. Recorded Easements. Each Residential Lot shall be subject to all easements shown on any recorded subdivision map or file plan affecting such Residential Lot, and to any easement of record or of use, which shall include without limitation, use for construction, installation and repair of utilities, maintenance, encroachment, drainage and ingress and egress.

Section 9. Easements for Sales Activities. Declarant, and its agents, successors, mortgagees and assigns, and Schuler Homes of Washington, Inc. shall have the right to conduct extensive sales activities on and at the project relating to the sale of any residence and/or lot including the use of any residence or lot owned by Declarant or its successors in interest, for model home displays, sales and management offices, parking and extensive sales displays and activities and the posting and maintenance of signs and other advertisements relating to such sales activities; provided Declarant or successors shall pay and be liable for expenses, if any, attributable to the maintenance of such lots used for the foregoing purpose. The rights reserved in this Section shall continue until December 31, 2010 (which date may be extended to the extent that Declarant shall experience delays in development of any additional phase or increment of the project, for reasons beyond Declarant's reasonable control, but in no event beyond December 31, 2015).

Section 10. Non-Permitted Uses of Residential Lots.

- A. No trade, craft, business, profession, commercial or manufacturing enterprises or business or commercial activity of any kind, including day schools, nurseries, or church schools, shall be conducted or carried on upon any Residential Lot or building site, nor shall any goods, equipment, vehicles (including buses, boats, camper, trucks, and trailers of any description) or materials or supplies used in connection with any trade, service, or business, wherever the same may be conducted, be kept, parked, stored, dismantled, or repaired on any Residential Lot or building site or on any street within the existing property, nor shall anything be done on any Residential Lot or building site which may be or may become an annoyance or nuisance to the neighborhood. No premises shall be used for any other purpose whatsoever except for the purpose of a private dwelling or residence. The use of homes as builder models and on-site sales offices for the primary purpose of obtaining presales within the subdivision shall be exempt from the above restrictions.



- B. No trash, garbage, ashes, or other refuse, junk vehicles, underbrush, or other unsightly growths or objects shall be thrown, dumped or allowed to accumulate on any Residential Lot or building site or public street. In the event any such condition shall exist, any person entitled to hereunder may use legal powers as set forth in these covenants.
- C. No trailer, camper, basement, tent, shack, garage, barn, or other outbuildings or temporary structures erected or situated within the property, shall, at any times, be used as a residence, temporarily or permanently, nor shall any permanent building or structure be used as a residence until it is completed as to external appearance, including finished painting.
- D. The streets in front of the Residential Lots shall not be used for the overnight parking of any vehicle and shall not be used for the storing of any boats, trailers, camper vehicles, trucks, or other vehicles of any kind or nature. No boat, boat trailers, house trailers, camper automobiles, trucks, or other vehicles or any part thereof shall be stored or permitted to remain on any Residential Lot or building site unless the same is stored or placed in a garage, or in a space approved by the A.C.C. No sports equipment, basketball nets or hoops or other equipment shall be allowed in the common areas and/or street areas unless specifically provided by Declarant. No truck, camper, motor home, trailer, or boat shall be parked on or shall overhang on any Residential Lot, street, sidewalk or street planting strip other than solely for the purpose of loading or unloading or a service call except within the garage structure or driveway at the residence premises.
- E. All utilities, on and in public dedicated areas, or on private property, or on and in the Common Areas, including water, sewer, storm sewer, and power, shall be installed underground in compliance with all governmental regulations for the installation and maintenance of the same.
- F. No oil drilling, oil development operations, oil refining, quarrying, or mining operations of any kind shall be permitted upon or in any Residential Lot nor shall oil wells, tanks, or mineral excavations be permitted upon or in any Residential Lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any Residential Lot. No towers, antennae, satellite dishes or other such devices shall be allowed without A.C.C. approval, in its sole discretion.



G. No individual sewage disposal system shall be permitted on any Residential Lot.

Section 11. Fences, Hedges, and Walls. On all Residential Lots no fence, hedge, structure, wall or retaining wall shall be constructed or exist anywhere on the lot without the prior written approval of the A.C.C. Greenhouses and storage sheds shall be allowed upon approval of the A.C.C. Fencing between yards shall be pursuant to Exhibit 'A' attached hereto. Fencing on perimeter lines shall be pursuant to Exhibit 'B' attached hereto. No planting, signage, or structure obstructing vision or otherwise not approved, at roadway intersections or driveways, shall be permissible or maintained. Installation and maintenance of retaining walls that are required and approved in writing by the A.C.C. due to topographic conditions of individual Residential Lots are the sole and absolute responsibility of the property owner and are to be aesthetically incorporated into the landscaping of the lot and are not the responsibility of the Declarant, its successor, or the Westridge Place Homeowners Association.

Section 12: Animals. No animals, livestock or poultry of any kind shall be raised, bred or kept on any Residential Lot, except that not more than two (2) dogs and two (2) cats or other household pets may be kept, provided that they are not kept, bred or maintained for any commercial purpose and provided that they are not permitted to cause damage, constitute a nuisance or run at large throughout the neighborhood. All animal wastes or disturbances created shall be the responsibility for immediate clean up of the owners. No wastes shall be allowed to remain under any circumstance on any Residential Lot, Common Area or Public Area. All pets must be carried contained or leashed in public.

Section 13. Mail Boxes. All mail boxes must be of a standard accepted by the U.S. Postal Authorities and must be located in those areas so designated by the U.S. Postal Department. Structures containing such mail boxes must be approved by the A.C.C.

Section 14. Garbage Cans and Refuse Disposal. Trash, garbage or other waste shall not be kept except in sanitary containers. All equipment shall be kept in a clean and sanitary condition. All containers must be buried or screened so as not to be visible from any street or adjacent properties or residences.

Section 15. Signs. No sign of any kind shall be displayed unless written approval is received from the A.C.C. with the exception of a real estate "For Sale" or "For Rent" signs, the maximum size of which shall be two (2) feet by three (3) feet. This section shall not apply to Declarant or it's assignee for first time home construction, models and marketing.

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Section 16. Clothes Lines. No exterior lines shall be allowed that can be seen from any street or adjacent yard.

Section 17. Roofing Materials. All roofs shall be architectural grade composition, with 25 year minimum life. Shake, cedar shingles, concrete or ceramic tile roofs are preferred.

Section 18. Driveways. All driveways shall be paved with asphalt or Portland cement concrete from the edge of the paved street to connect with the paved surface of the floor of the garage.

Section 19. Square Footage Minimum. Square footage for houses to be built shall be as follows:

1. Minimum square footage for houses on the 6,000 square foot lots shall be as follows:
 - A. Single story houses to have a minimum of 1,400 square feet exclusive of garages and basements, if any.
 - B. Two-Story houses to have a minimum of 1,600 square feet exclusive of garages and basements, if any.
2. Minimum square footage for houses on the 10,000 square foot lots shall be as follows:
 - A. Single story houses shall have a minimum of 1,800 square feet exclusive of garages and basements, if any.
 - B. Two-Story houses shall have a minimum of 2,000 square feet exclusive of garages and basements, if any.
3. Minimum Square footage for houses on 12,000 square foot lots shall be as follows:
 - A. Single story houses shall have a minimum of 2,400 square feet exclusive of garages and basements, if any.
 - B. Two-Story houses shall have a minimum of 2,800 square feet exclusive of garages and basements, if any.



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Section 20. Building Materials. Materials for all improvements shall include, at a minimum, lap siding on all sides of structures (no T-111 siding), and window trim on all windows facing any street.

ARTICLE VI

General Provisions

Section 1. General Provisions. The covenants, conditions and restrictions of this Declaration shall run with and bind the land for a term of twenty (20) years from the date the Declaration is recorded after which time they shall automatically be extended for successive periods of ten (10) years. The provisions of this Declaration are declared to create mutual, equitable covenants and servitudes for the benefit of the Declarant and each owner or contract purchaser of a Residential Lot or building site. Said Covenants, Conditions and Restrictions may be enforced by any proceeding at law or in equity against any person or persons violating or attempting to violate any Covenants, Conditions or Restrictions, either to restrain violation and/or to recover damages, and failure of the Declarant, the A.C.C., or any owner or contract purchaser to enforce any Covenant, Condition and/or Restriction or exercise any right herein contained shall in no event be deemed a waiver of the right to do so thereafter. All costs incurred in enforcement shall be at the expense of the violator or violators.

The Association, at its option, shall have the power and right at all times, after reasonable notice to the owner and any occupant, and for the account of the owner, to abate and correct any violations of this Declaration of Conditions and Restrictions applicable to Westridge Place, to plant or re-plant, trim, cut back, remove, replace, cultivate or maintain hedges, trees, shrubs, plants, or lawns; and to clean, paint, repair, replace, and generally maintain the exterior of a residential lot and improvements thereon and to keep said lot or residential lot and any residential building and improvement thereon in neat and good order to conform with the general attractive character of the area. Any and all expenses which may be incurred by the Homeowners Association pursuant to this provision shall be a charge and lien against the Residential Lot involved with a lien enforceable as provided above and, in addition, shall be the personal obligation of the owner thereof.

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

Section 3. Amendment. Amendments may be adopted at a duly held meeting of the Members upon the affirmative vote of 67% of the Class "A" and the consent thereto by the Class "B" members.



Section 4. Managers. All or any of the powers duties and rights of the Association or the Board, as provided by law and herein, may be delegated to a manager or managing agent. Any agreement for management, or any other contract providing for services to the Association, shall not exceed a term of three years, which term may be renewed by agreement of the parties. The Board shall not be liable for any omission or improper exercise by a manager by written instrument by or on behalf of the Association or the Board.

Section 5. Litigation. No judicial or administrative proceeding shall be commenced or prosecuted by the Association unless approved by vote of the Members representing seventy-five percent (75%) of the total votes of the Class "A" Membership. This Section shall not apply, however, to: (a) actions brought by the Association to enforce the provisions of this Declaration, the By-Laws, or the Association Rules; (b) the imposition or the collection of Assessments; or (c) counterclaims brought by the Association in proceedings brought against it.

Section 6. Insurance.

1. Authority to Purchase. The Board shall have the power and authority to, and shall, purchase with Association funds such public liability, fire and casualty, officers' and directors' liability and indemnity, workmen's compensation and other insurance and such fidelity bonds as the Board shall deem necessary or appropriate from time to time. Such policies and claims thereunder shall be administered by the Board. To the extent reasonably available, the Association shall maintain at least \$3,000,000 (combined limits) of insurance against liability incurred as a result of death or injury to persons or damage to property in/on the Common Area and the actions of the Association relating thereto. Fire and casualty insurance shall be an amount as near as possible to the full replacement value of all Improvements located in/on the Common Area, and shall be written with extended coverage and an inflation guard endorsement, if reasonably available.

2. Non-Liability of Association, Board and Officers. Neither the Association nor any Board member nor officer of the Association nor Declarant nor any A.C.C. member shall be liable to an Owner, Mortgagee or other Person if any risks or hazards are not covered by insurance or if the amount of insurance is not adequate, and it shall be the responsibility of each Owner to ascertain the coverage and protection afforded by the Association's insurance and to procure and pay for such additional insurance coverage and protection as the Owner may desire.

3. Premiums. Premiums for insurance policies purchased by the Association shall be paid by the Association as a Common Expense.



4. Insurance Claims. The Association, through such persons as the Board may delegate, is hereby irrevocably appointed and authorized, subject to the provisions contained herein, to adjust all claims arising under insurance policies purchased by the Association and to execute and deliver releases upon the payment of claims, and to do all other acts reasonably necessary to accomplish any of the foregoing. The Board, at its discretion, may appoint an authorized representative, or enter into an insurance trust agreement wherein the trustee shall have authority to negotiate losses under any policy purchased by the Association.

5. Benefit. Except as otherwise provided herein, all insurance policies obtained by the Board shall be for the benefit of, and any proceeds of insurance received by the Association or any insurance trustee shall be held or disposed of for, the Association and the Owners, as their interests may appear.

6. Provisions Common to Association Insurance. Any insurance coverage obtained by the Association pursuant to this Article shall be subject to the following provisions and limitations: (a) The named insured under any such policies shall be the Association and/or its authorized representative(s). (b) In no event shall the insurance coverage obtained and maintained by the Association be brought into contribution with insurance purchased by the Owners, Occupants, or their Mortgagees. (c) The policies shall provide that coverage shall not be prejudiced by (i) any act or neglect of the Owners when such act or neglect is not within the control of the Association, or (ii) failure of the Association to comply with any warranty or condition with regard to any portion of the Project over which the Association has no control. (d) The policies shall provide that coverage may not be canceled or substantially modified (including cancellation for non-payment of premium) without at least thirty days' prior written notice to any and all First Mortgagees and insureds named therein. (e) All policies shall be written with a company licensed to do business in Washington and holding a rating of 'A' or better in the financial category as established by A.M. Best Company, Inc., if reasonably available, or, if not available, the most nearly equivalent rating. (f) Insurance policies shall include the following provisions, if reasonably available: (i) a waiver of subrogation by the insurer as to any and all claims against the Association and any Owner and their respective agents, employees or tenants, and of any defenses based upon co-insurance or upon invalidity arising from the acts of the insured; (ii) notwithstanding any provisions which give the insurer the right to elect to restore damage in lieu of making a cash settlement, such option shall not be exercisable (1) without the prior written approval of the Board or (2) when in conflict with the provisions of (a) any insurance trust agreement to which the Association may be a party or (b) any requirement of law; and (iii) no policy may be canceled, invalidated, or suspended on account of the conduct of any member of the Board, officer, or employee of the Association or its duly authorized manager without prior demand in writing delivered to the Association to cure the defect and the allowance of a



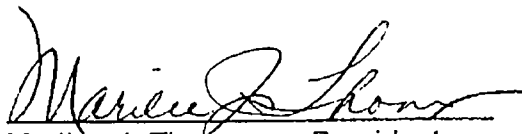
reasonable time thereafter within which the defect may be cured by the Association, its management, any Owner or Mortgagee.

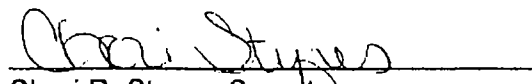
7. Annual Insurance Review. The Board shall review the insurance carried by or on behalf of the Association, at least annually, for the purpose of determining the amount of casualty and other insurance required. If economically feasible, the Board may obtain a current appraisal of the full replacement value of the Improvement on the Association land, without deduction for depreciation, from a qualified independent insurance appraiser, prior to any such annual review.

8. Individual Insurance. By virtue of taking title to a Residential Lot, each Owner covenants and agrees with all other Owners and with Declarant and the Association that such Owner shall carry or provide for blanket all-risk casualty insurance on such Owner's Residential Lot and Improvements thereon on such terms and with such limits as a reasonably prudent person would obtain, and in an amount that is sufficient to ensure that the Owner will meet his obligation to either restore the Residential Lot and Improvements (in the manner set forth herein) or clear the affected Residential Lot (in the manner set forth herein). Each Owner further covenants and agrees that in the event of a partial loss or damage and destruction resulting in less than total destruction of Improvements on such Owner's Residential Lot, the Owner shall proceed promptly to repair or to reconstruct the damaged Improvements in manner consistent with the original construction, or in such other manner as may be approved. In the event that an Improvement is totally destroyed and the Owner determines not to rebuild or to reconstruct, the Owner shall clear the affected Residential Lot of all debris and return the land to substantially the natural condition in which it existed prior to the beginning of construction of the Improvement thereon. The Board or the Design Review Committee may impose more stringent requirements regarding the standards for rebuilding or reconstructing structures on each Residential Lot and the standard for returning the Residential Lot to its natural state in the event the Owner decides not to rebuild or reconstruct.

IN WITNESS WHEREOF, the undersigned being the Declarant herein, have hereunto set their hands and seals this 25 day of March, 1997.

ONE PACIFIC CORPORATION,
an Oregon Corporation


Marilee J. Thompson, President


Cheri R. Styres, Secretary

Date: 3-25-97

Date: 3-25-97

DECLARATION-17



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09/29/1996 03:35P
Clark County, WA

STATE OF WASHINGTON)
) ss.
County of Clark)

On this 25th day of March, 1997, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Marilee J. Thompson and Cheri R. Styres, to me known to be the President and Secretary, respectively, of ONE PACIFIC CORPORATION, the corporation that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that they were authorized to execute said instrument.

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

NOTARY PUBLIC in and for the
State of Washington, residing at
Vancouver

PEARL L. PAVLOS
NOTARY PUBLIC
STATE OF WASHINGTON
COMMISSION EXPIRES
SEPTEMBER 1, 1997