

THE VILLAGE AT FISHER'S LANDING NEIGHBORHOOD ASSOCIATION

BYLAWS

**COVENANTS, CODES and RESTRICTIONS
(CC & R's)
Phases I,II,III,IV,V**





DEAR VFLNA RESIDENTS,

THIS BOOKLET IS INTEND TO PROVIDE YOU GUIDANCE FOR BOTH OUR NEIGHBORHOOD ASSOCIATION BYLAWS AND CC&R'S.

BYLAWS ARE ESTABLISHED BY THE ASSOCIATION TO ACT UPON A BROAD RANGE OF ISSUES AFFECTING THE NEIGHBORHOODS LIVABILITY AND TO FOSTER OPEN COMMUNICATIONS AND PARTNERSHIP WITH THE CITY OF VANCOUVER.

OUR CC&R'S BIND ALL PROPERTIES WITHIN OUR NEIGHBORHOOD TO PROTECT THE LIVABILITY AND PROPERTY VALUES. PLEASE CONTACT THE BOARD FOR ANY QUESTIONS, CONCERNS AND ENFORCEMENT.



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SECTION 1

VILLAGE AT FISHER'S LANDING

BYLAWS

**VILLAGE AT FISHER'S LANDING
NEIGHBORHOOD ASSOCIATION BYLAWS**

(As Amended on September 27, 2018)

I. Name

The name of this organization is the Village at Fisher's Landing Neighborhood Association ("Association").

II. Purpose

The purpose of the Association is to consider and act upon a broad range of issues affecting the neighborhood's livability and to foster open communication and partnership with the City of Vancouver.

III. Boundaries

The boundaries of the Village at Fisher's Landing Neighborhood are as follows:

West border: S.E. 164th Avenue
North border: S.E. 34th Street
East border: S.E. 174th Avenue
South border: S.E. 38th Circle (both sides)

IV. Membership and Voting

Section 1. Eligibility for Membership

Membership in the Association is open to all residents and property owners within the neighborhood's boundaries as defined Article III. All members may exercise voting rights pursuant to the bylaws and may actively participate in neighborhood events, activities and meetings without regard to race, national origin, religion, gender, sexual orientation or physical ability.

Section 2. Voting

Members of the Association 18 years or older who are in attendance at an Association meeting may vote on matters brought before the meeting. Each member shall have one vote. There shall be no voting by proxy.

Section 3. Annual Contribution

The board of directors shall annually set the amount of a voluntary annual contribution which is due by the end of the calendar year.

Section 4. Open meetings

All meetings of the membership, the Board of Directors, and board committees shall abide by the Open Meetings Laws of the state of Washington.

ARTICLE V. MEETINGS OF MEMBERS

Section 1. Annual Meetings

An annual meeting of the members shall take place in September or October. The board will designate the specific date, time and location of the meeting. The Secretary shall send notice of the place, time and agenda of annual meeting by mail to members not less than two weeks prior to the meeting.

At the annual meeting the members shall elect directors and officers, receive reports on the activities of the association from the chairs of respective Board committees and the President, and assist the Board of Directors in determining the goals of the association for the coming year. The Secretary shall oversee sign in sheets for those attending the annual meeting. The Secretary shall advise the Vancouver Office of Neighborhoods of the names and contact information for the officers and board elected at the annual meeting.

Section 2. Special Meetings

Special meetings of the membership may be called by a simple majority of the Board of Directors. Voting members may call a special meeting of the Association by filing a petition signed by five percent (5%) of members with the Board of Directors. Such petition shall specify the time, place and agenda for the meeting.

Section 3. Notice of Meetings

Printed notice of each meeting shall be given to each member by mail not less than two weeks prior to the meeting.

Section 4. Quorum

A quorum for a meeting of the members shall consist of two officers, half of the members of the members-at-large, and ten additional members of the Association.

Section 5. Voting

All issues to be voted on shall be decided by a simple majority of those present at the meeting in which the vote takes place.

ARTICLE VI. BOARD OF DIRECTORS

Section 1. General Powers

The affairs of the Association shall be managed by its Board of Directors.

Section 2. Number and Tenure

The Board of Directors shall consist of the following officers: the President, the Vice-President, the Secretary, and the Treasurer and at least three or four directors-at-large. Each officer and director shall serve a two year term and may be elected to additional two year terms. A majority of current directors and officers constitutes a quorum for purposes of voting.

Whenever any vacancy occurs in the Board of Directors it shall be filled by a majority vote of the remaining members of the Board of Directors at a regular meeting of the Board. The appointment of a director must be confirmed by the general membership at the next annual meeting.

Section 3. Duties of Officers

The president is the official spokesperson for the Association. The president ensures that bylaws are met to maintain a recognized neighborhood status with the City of Vancouver. The president prepares the meeting agenda for all meetings of the Board and for the annual meeting.

The vice president assists the president in all duties and performs the function of the president in his/her absence. The vice president produces the newsletter, mailings and announcements.

The secretary keeps the minutes of the Association's Board and annual meetings, sends out notices of meetings and Association activities in a timely manner. The secretary also prepares and maintains sign in sheets for the meetings of the board and the annual meeting. The secretary shall maintain the archives of the Association.

The treasurer maintains the financial records of the Association and reports on the financial status of the Association to the Board and at the annual meeting. The treasurer files any pertinent financial reports.

Section 4. Regular Meetings

The board shall meet quarterly at a time and place set by the President unless the President determines that the business of the association does not require such a meeting. Additional meetings may be called by the President as he/she determines to be necessary or at the initiative of a majority of the board of directors. The President shall give directors ten days written notice of any special meeting by mail or email. Meetings of the board may be in person or by telephone conference or other electronic means.

Section 5. Informal Action by Directors.

Any action which may be taken at a meeting of Directors, may be taken without a meeting if a consent in writing, setting forth the action so taken, shall be signed by two-thirds (2/3) of all of the Directors following notice of the intended action to all members of the Board of Directors.

Section 6. Annual Goals and Committees

At its first regular meeting after the annual membership meeting or an earlier special meeting, the Board will set the annual goals for the association and appoint such committees as needed to accomplish these goals. A member of the Board shall serve as the chair of each such committee and with the assistance of the full board will recruit residents to serve on the committee.

ARTICLE VII. AMENDMENT OF BY LAWS

The Board of Directors may propose amendments to these Bylaws by majority vote at any regular or special meeting. Written notice setting forth the proposed amendment shall be given to each director within the time and the manner provided for the giving of notice of meetings of directors. Any proposed amendment requires approval of the members at the next annual meeting or at any special meeting of the members which may be called to consider proposed amendments.

ADOPTION

Due notice having been given to the members of VFLNA prior to its 2018 annual meeting and the members being fully informed after due discussion of these proposed amended by laws and a majority of said members having approved their adoption, the following officers of the Association, hereby certify that these by laws are duly adopted and shall govern the operations of the Association henceforth.



Carl Trinacty, President

Dated: Feb 21, 2019



Howard Adler, Vice President

Dated: 2/21/19



^{ALJ}
Ronald Plushnick, Treasurer

Dated: 2/21/2019



Valorie Adler, Secretary

Dated: 2/21/19

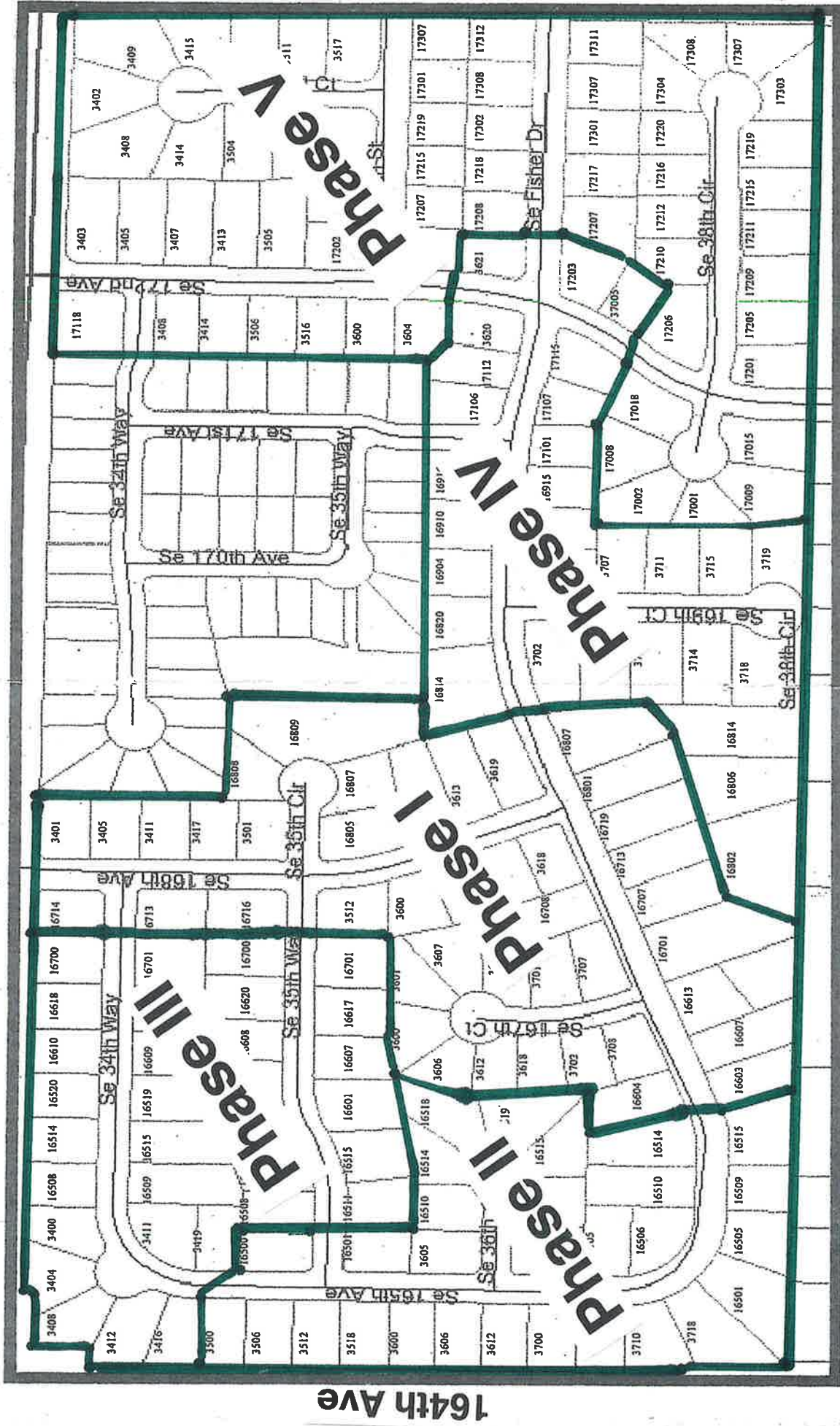


SECTION 2

**VILLAGE AT FISHER'S LANDING MAP
PHASES I,II,III,IV,V**

The Village at Fisher's Landing

34th Street





SECTION 3

MAPS, CC&R'S, AMENDMENTS

PHASES I,II,III,IV,V

Note

**The Village CC&R'S are filed under Clark County
Auditor file No. 870501049**



PHASE I

-PLAT MAP

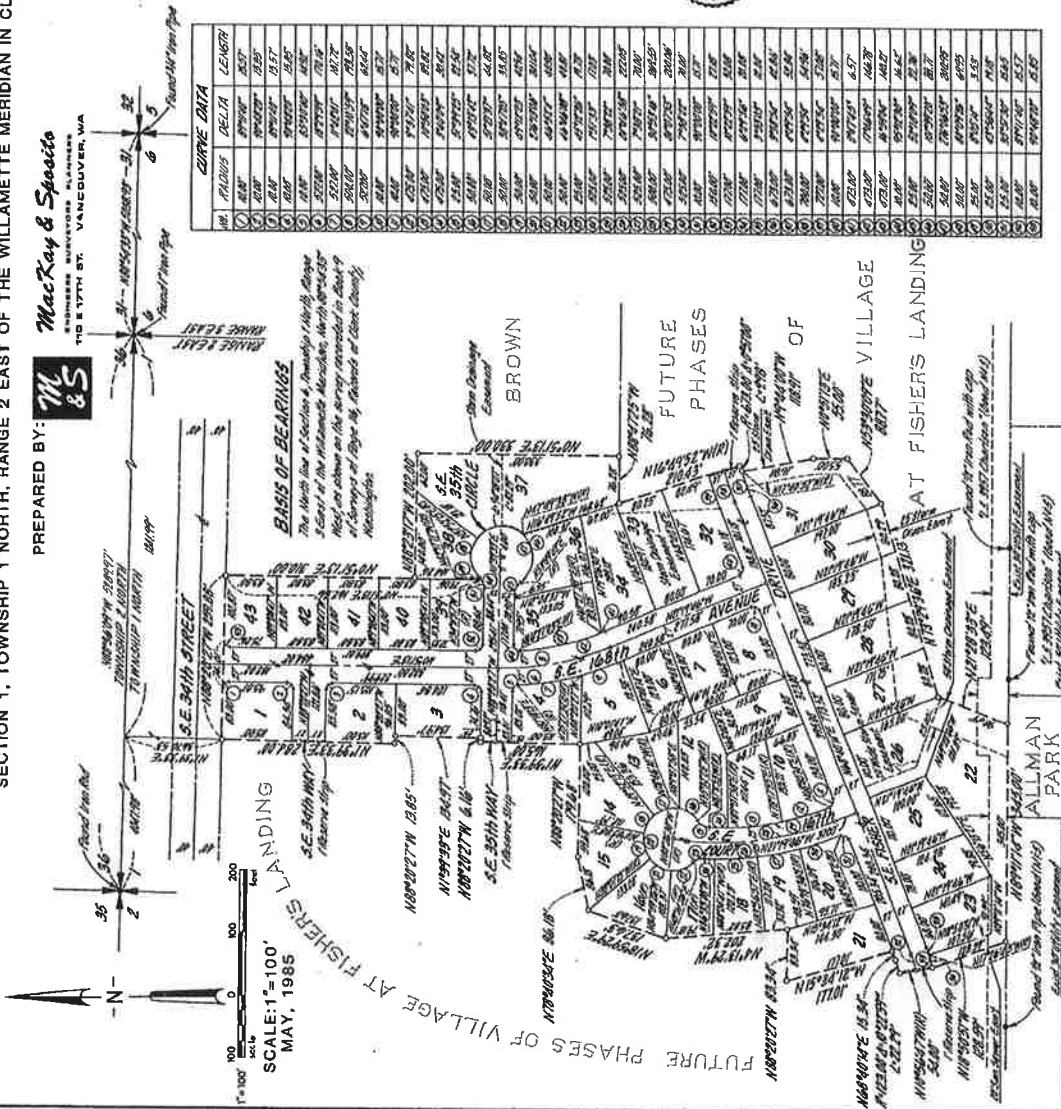
-CC&R'S

-AMENDMENT EFFECTIVE 07/09/2015

VILLAGE AT FISHER'S LANDING - PHASE 1

BEING A PORTION OF THE WM. SIMMONS DONATION LAND CLAIM LYING WITHIN THE SOUTHEAST QUARTER OF SECTION 1, TOWNSHIP 1 NORTH, RANGE 2 EAST OF THE WILLAMETTE MERIDIAN IN CLARK COUNTY, WASHINGTON

PREPARED BY: **MacKay & Spotts**
 1108 E 17TH ST. VANCOUVER, WA



Lot	Area	Bearing	Length
1	0.64	S 89° 52' 00" W	85.7
2	0.64	S 89° 52' 00" W	85.7
3	0.64	S 89° 52' 00" W	85.7
4	0.64	S 89° 52' 00" W	85.7
5	0.64	S 89° 52' 00" W	85.7
6	0.64	S 89° 52' 00" W	85.7
7	0.64	S 89° 52' 00" W	85.7
8	0.64	S 89° 52' 00" W	85.7
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31	0.64	S 89° 52' 00" W	85.7
32	0.64	S 89° 52' 00" W	85.7
33	0.64	S 89° 52' 00" W	85.7
34	0.64	S 89° 52' 00" W	85.7
35	0.64	S 89° 52' 00" W	85.7
36	0.64	S 89° 52' 00" W	85.7

COUNTY PLANNING DIRECTOR
 Approved By: *[Signature]* 6/14/85
 COUNTY PLANNING DIRECTOR

COUNTY ASSESSOR
 This plan meets the requirements of RCW 89.08.040 Lands of Washington to be known as VILLAGE AT FISHER'S LANDING-PHASE 1 Parcel No. in the County of Clark, State of Washington.
 Received: *[Signature]* 7-22-85
 COUNTY AUDITOR DATE

COUNTY AUDITOR
 Approved By: *[Signature]* 7-22-85
 COUNTY AUDITOR DATE

COUNTY COMMISSIONERS
 Approved and recorded by the Board of County Commissioners, County of Clark, State of Washington, this 22nd day of July 1985.
[Signature]
 CHAIRMAN OF THE BOARD OF COUNTY COMMISSIONERS

ATTEST
[Signature]
 CLERK TO THE BOARD

COUNTY ENGINEER
 Approved By: *[Signature]*
 COUNTY ENGINEER

DISTRICT HEALTH OFFICER
 Let it be certified that the above is a true and correct copy of the public sanitary sewer system and necessary.
[Signature]
 DISTRICT HEALTH OFFICER DATE 6-6-85

LAND SURVEYOR
 I hereby certify that the plat as shown is a true return from the field and that the information is correct to the best of my knowledge and belief.
[Signature] 6-6-85
 DISTRICT HEALTH OFFICER DATE

UTILITY EASEMENT
 An easement is hereby reserved under and over the entire 6 feet of the front and rear boundary lines and the entire 10 feet of the side boundary lines for the laying, constructing, extending, repairing and maintaining electric, gas, telephone, sewer, water and other utility lines.
 S.E. 34th Street No. 1989-06-23

NOTES
 The heavy dashed line indicates the boundary of lands to be subdivided by this map. The area within the boundary is 11.421 acres. All dimensions are in feet and decimal fractions. One acre contains 43,560 square feet. All lot back property corners from property corners are indicated with concrete nails set in the earth as the equivalent of a monument. The center line measurement (C) will be perpendicular to the side boundary measurement in accordance with Chapter 125B and appropriate sections. It indicates a 90° angle from the lot of all additional changes in boundary.



DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

OF

VILLAGE AT FISHER'S LANDING PHASE I, according to the plat thereof, recorded in Clark County, Washington:

The following covenants, restrictions, reservations, conditions and agreements shall run with the land and shall be binding upon and enure to the benefit of all parties hereto, their successors and assigns and all persons claiming upon them and shall be a part of all transfers and conveyances of the property within such platted areas as if set forth in full in such transfers and conveyances. Such reservations, conditions, agreements, covenants and restrictions shall be binding and effective for a period of 30 years from the date hereof, at the end of which time they shall be automatically extended for successive periods of ten years, unless an instrument signed by a majority of the then owners of lots within such platted area has been recorded, agreeing to change said covenants and restrictions in whole or in part; EXCEPT, however, if prior to such 30 year date, it appears to the advantage of this platted subdivision that these restrictions should be modified, then and in that event, any modification desired may be made by affirmative vote of 90% of the then owners of lots within this subdivision and evidenced by suitable instrument filed for public record; or if such event occurs during the development period such modification or waiver of non-conformity may be evidenced by special permission granted in writing by the primary developers, or their successors as developers without such vote of other owners, provided, however, that such modification or waiver shall not affect the provisions of Paragraph No. 1 of the following:

1. LAND USE AND BUILDING TYPE. No lot shall be re-subdivided into separate building sites. No lot shall be used except for residential purposes. No building shall be erected, altered, placed or permitted to remain on any lot other than one detached single family dwelling together with a private garage for not less than two cars. However, the foregoing provisions shall not be interpreted to exclude construction of a private greenhouse, private swimming pool, or a shelter or port for the protection of such swimming pool, or for the storage of a boat and/or camping trailer or motor home kept for personal use, provided the location of such structures are in conformity with the applicable municipal regulations, and are compatible in design and decorating with the residence constructed on such lot and which have been approved for construction by the Architectural Control Committee as set forth under number 5, herein.

2. DWELLING SIZE. The main floor area for one story dwelling structures, exclusive of basements, open or screened porches and attached garages, shall be not less than 1700 square feet. For a dwelling structure of more than one story, exclusive of basement, open or screened porches and attached garages; such main floor area shall be not less than 1280 square feet and not less than a total of 1900 sq. ft. within the dwelling unit. Split level dwelling structures shall contain a minimum floor area of 1900 square feet with all levels exclusive of garage area within the dwelling unit included in computation of footage for such split level dwellings. For the purpose of interpretation of this paragraph, those dwelling units with day-light basements shall be classified as a single story, with the basement area excluded from computation of footage.

3. DWELLING TYPE. This provision concerns lots 4,5,6,9,10,11,16,17,18,35,40,41. One story dwelling structures of a total height above curb level of not more than twenty feet will be allowed on the aforementioned lots.

4. BUILDING LOCATION. No building shall be located on any lot with respect to set-backs from front, side and rear lot lines, except in conformity with R1-6 zoning and with the planning regulations and requirements of the municipal government having jurisdiction within the area in which this subdivision is located.

5. ARCHITECTURAL CONTROL. (A) No building, fence, hedge, wall or other structure shall be erected, placed or altered on any lot until the construction plans and specifications and a plan showing the location of the structure, materials, harmony of external design with existing structures and as to location with respect to topography and finish grade elevation have been approved. (B) The Architectural Control Committee of three (3) shall be appointed by Genstar Development, Inc. A majority of the committee may designate a representative to act for it. In the event of death or resignation of any member of the committee, the remaining members shall have full authority to designate a successor. Neither the members of the committee, nor its designated representative shall be entitled to any compensation for services performed pursuant to this covenant. At any time after ten years from the date of recordation of the subject plat and dedication, the then owners of a majority of the lots within the plat of this unit shall have the power through a duly recorded written instrument to change the membership of the committee or to withdraw from the committee or restore to it any of its powers and duties. (C) The Committee's approval or disapproval as required in these covenants shall be in writing. In the event the committee or its designated representative, fails to approve or disapprove within 30 days after plans and specifications have been submitted to it, or in any event, if no suit to enjoin the construction has been commenced prior to the completion thereof, approval will not be required and the related covenants shall be deemed to have been fully complied with. However, dwelling size and dwelling type as set forth in items 2 and 3 will be a requirement whether plans have or have not been approved.

6. COMPLETION. Construction of any dwelling shall be completed including exterior decoration within 6 months from the date of the start of such construction. All lots shall subsequent to purchase from the developers 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. The front yard on all lots and side yards on corner lots must be complete within 4 months from date of construction completion or within 2 months from date of occupancy, whichever occurs first.

7. SIDEWALKS. Sidewalks shall be constructed by the builder prior to the issuance of any occupancy permit along all lots as designated on the plat map in accordance with Clark County Standards as per sidewalk detail on the location shown on the development plan map. The homeowner shall at all times maintain the parking strip between the sidewalk and curb.

8. TREES. For aesthetic reasons, 2 flowering or deciduous trees, having a minimum caliper reading of 1½", shall be planted in the front yard area of each lot not having native tree cover, prior to sale or occupancy. The homeowner shall water and maintain the tree in the same manner as the landscaping on his/her lot.

9. ROOFS. The roofs shall be of wood shingles, wood shakes, or bartile. Textured asphalt or fiberglass shingles of minimum quality of 300 lbs per square are acceptable only if approved, in writing, by the Architectural Control Committee. All roofs shall be of earth tones.

10. FENCES. All fences, hedges or walls must be approved, in writing, by the Architectural Control Committee as to its height, location, materials and design prior to construction. For reasons of aesthetics and visibility, no fence, except a wooden, chain link or ornamental iron not over 3½ feet in height, above grade, shall be permitted to extend any nearer to any street than the minimum building set-back line.

11. EASEMENTS. Easements for the installation and maintainance of utilities, including storm drainage, are reserved as shown on the official recorded plat. Onsite drainage easements over the rear six (6) feet of each lot and the side three (3) feet of each lot are specifically provided herein. These drainage easements are for proper lot drainage. The area included in said easements shall be maintained in an attractive and well kept condition as the remainder of the lot.

12. NUISANCES 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 lot, or shall any goods, equipment, vehicles (including buses, boats, campers, 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 lot or on any street within the existing subdivision 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's Models and on-site sales offices for the primary purpose of obtaining presales within the Subdivision shall be exempt from the above restrictions.

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 lot or public street.

Yards and grounds shall be maintained in a neat and sightly fashion at all times. No parking or dismantling of inoperable vehicles shall be permitted on any lot. No trailers, motor homes or boats shall be stored parked within the public street area, nor shall any trailer, motor home or boat be stored parked within the front set-back area of any lot.

13. TEMPORARY STRUCTURES. No trailer, camper, basement, tent, shack, garage, barn, or other outbuildings or temporary structures erected or situated within the property, shall, at any time, 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.

14. SIGNS. No sign of any kind shall be erected, maintained or displayed to the public view on any lot, except one professional sign not larger than one square foot, one sign not larger than 18 X 24 inches, advertising the property for sale or rent; or signs used by the developers or a builder to advertise the property during the initial sales and construction period. This restriction, however, shall not be construed to prohibit ornamental plates designating the name of the resident or the owners thereof.

15. ANTENNAS. Antennas, satellite dishes or any type of receiving or transmitting equipment must be screened or positioned so as not to be visible from any street or adjacent lot or properties.

16. GARBAGE AND REFUSE DISPOSAL. No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept, except in sanitary containers, pending collection and removal. All incinerators or other equipment for the temporary storage or disposal of such material 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.

17. EXISTING STRUCTURES. No existing structure, residential or otherwise, shall be moved onto any lot in said subdivision.

18. OIL AND MINING OPERATIONS. No oil drilling, oil development, operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any lot; nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon any lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any lot.

19. CLOTHES LINES. No exterior lines shall be allowed that can be seen from any street.

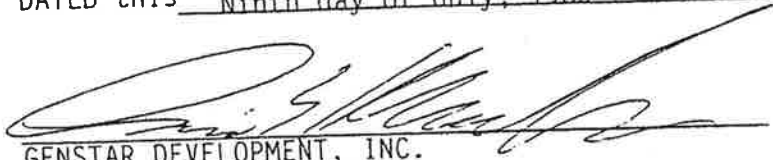
20. HEATING AND COOLING EQUIPMENT. All heating or cooling equipment must be screened or positioned so as not to be visible from any street.

21. LIVESTOCK AND POULTRY. No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, except that not more than 2 dogs, 2 cats or other usual small 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 in the neighborhood.

22. PERIMETER WALL. This provision concerns lots 1 and 43. The subdivision perimeter fence or wall constructed on these lots must not be altered, removed, or defaced in any manner. Maintenance of said wall or fence is the responsibility of the respective lot owners.

Should any suit or action be instituted by any of said parties to enforce any of said reservations, conditions, agreements, covenants and restrictions, or to restrain the violation of any thereof, after demand for compliance therewith or for the cessation of such violation, and failure to comply with such demand, then and in either of said events and whether such suit or action shall be entitled to recover from the defendants therein such sum as the court may adjudge reasonable attorney fees in such suit or action, in addition to statutory costs and disbursements.


DATED this Ninth day of July, 1985


GENSTAR DEVELOPMENT, INC.
By: Davis E. Wood, Jr.

STATE OF WASHINGTON,)
 :SS
County of Clark.)

On this 9th day of July, 1985, before me personally appeared Davis E. Wood, Jr., to me known to be the Real Estate President of Genstar Development, Inc., 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 he was authorized to execute said instrument and that the seal affixed is the corporate seal of said corporation.

IN WITNESS WHEREOF I have 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 Yakima

5189242 CCRAMD
RecFee - \$83.00 Pages: 12 - LANDERHOLM
Clark County, WA 07/02/2015 03:01

After recording, return to:

Landerholm, P.S.

P.O. Box 1086
Vancouver, WA 98666-108

Tax Lot Nos: 92007002 through 92007086

Space Above for Recording Information Only

(See Exhibit B, Attached)

Abbrev. Legal: Lots 1-43, Village at Fisher's Landing Phase I

Legal Descriptions on Attached List

AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF VILLAGE AT FISHER'S LANDING PHASE I

That certain Declaration of Covenants, Conditions and Restrictions ("Declaration") dated July 9, 1985, recorded under Auditor's File No. 8507220085 at Book H of Plats, Page 291, in the records of Clark County, Washington, relating to real property described as

Lots 1-43, Village at Fisher's Landing Phase I, according to the Plat thereof recorded in Book H of Plats, Page 291,

is amended as follows, effective July 9, 2015:

1. The first unnumbered paragraph of the Declaration is deleted in its entirety and is replaced by the following paragraph:

The covenants, restrictions, reservations, conditions and agreements in this Declaration shall run with and bind the land, and shall be a part of all transfers and conveyances of property within the platted subdivision as if set forth in full therein. They shall be in effect for a term of ten (10) years commencing on July 9, 2015, after which time they shall be automatically extended for successive periods of ten (10) years unless modified by an instrument signed by not less than sixty-seven percent (67%) of the owners of lots in this platted subdivision and filed for public record. However, no modification shall affect the provisions of Paragraph No. 1 of this Declaration, entitled "Land Use and Building Type."

2. Except as described above, all of the terms, covenants and conditions of the Declaration shall continue in full force and effect.

In accordance with the Declaration, a majority of the owners of lots within the Village at Fisher's Landing Phase I make and execute this Amendment, as evidenced by their signatures on the dates shown in Exhibit A attached hereto.

IN WITNESS WHEREOF, the undersigned has caused this Amendment to be recorded under full authority.

Village at Fisher's Landing Neighborhood Association

By: Robert Dehler
Its: President

6-29-2015

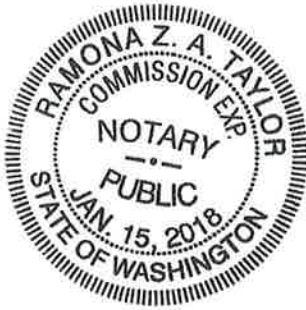
Date

STATE OF WASHINGTON)
) ss.
County of Clark)

I certify that I know or have satisfactory evidence that Robert Dehler is the person who appeared before me, and said person acknowledged that he/she signed this instrument, on oath stated that he/she was authorized to execute the instrument and acknowledged it as President of the Village at Fisher's Landing Neighborhood Association to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: June 29, 2015.

NOTARY PUBLIC in and for the State of
Washington, residing at Vancouver
My appointment expires: 01-15-18





PHASE II

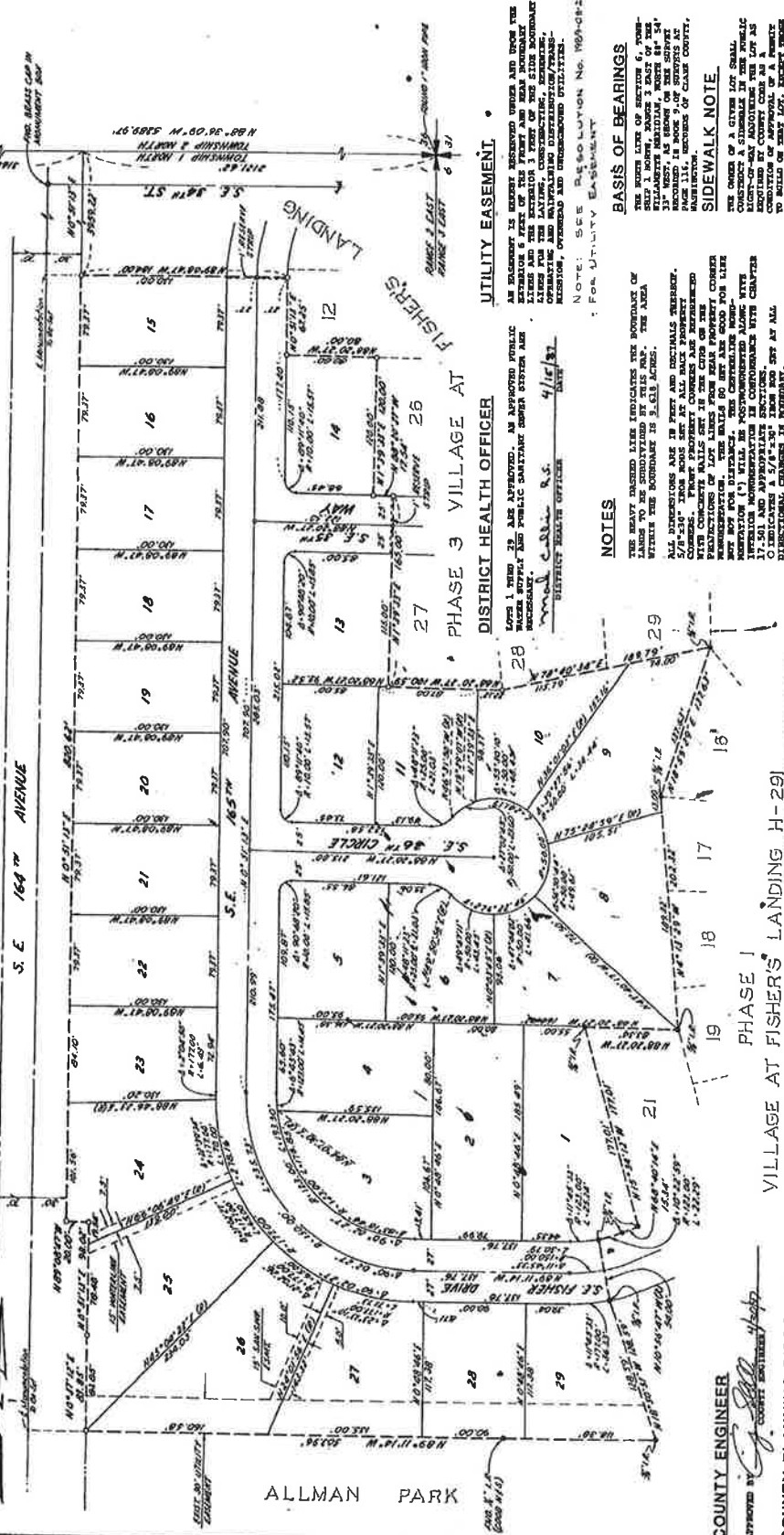
-PLAT MAP

-CC&R'S

H-346

VILLAGE AT FISHER'S LANDING-PHASE 2

BEING A PORTION OF THE WM. SIMMONS DONATION LAND CLAIM LYING WITHIN THE SOUTHEAST QUARTER OF SECTION 1, TOWNSHIP 1 NORTH, RANGE 2 EAST OF THE WILLAMETTE MERIDIAN IN CLARK COUNTY, WASHINGTON
January 1986
Scale: 1"=50'



UTILITY EASEMENT
AN EASEMENT IS HEREBY RESERVED UNDER AND FROM THE EXTENT OF THE FIRST AND SECOND SECTIONS OF SECTION 1, TOWNSHIP 1 NORTH, RANGE 2 EAST OF THE WILLAMETTE MERIDIAN IN CLARK COUNTY, WASHINGTON, OPERATING AND MAINTAINING DISTRIBUTION/TRANS-MISSION, OVERHEAD AND UNDERGROUND UTILITIES.

NOTE: SEE RESOLUTION NO. 1983-023
Feb. Utility Easement

NOTES
THE HEAVY DASHED LINES INDICATE THE PERIMETERS OF LOTS TO BE SUBDIVIDED BY THIS PLAN. THE AREA WITHIN THE BOUNDARY IS 5.633 ACRES.
ALL DIMENSIONS ARE IN FEET AND DECIMALS THEREOF.
5/8"=1" IRON RODS SET AT ALL BACK PROPERTY CORNERS.
CONCRETE WALLS SET IN THE CURB ON THE PERIMETERS OF LOTS ALONG FROM NEAR PROPERTY CORNER.
CONCRETE WALLS TO BE SET ALONG CURB FOR LOTS 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31.
CONCRETE WALLS TO BE SET ALONG CURB FOR LOTS 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31.
CONCRETE WALLS TO BE SET ALONG CURB FOR LOTS 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31.
CONCRETE WALLS TO BE SET ALONG CURB FOR LOTS 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31.

PHASE 3 VILLAGE AT FISHER'S LANDING
DISTRICT HEALTH OFFICER
LOT 1, NEW 23 AND APPROVED. AN APPROVED PUBLIC WATER SUPPLY AND PUBLIC SANITARY SERVICE SYSTEM IS BEING CONSTRUCTED FOR THE ENTIRE PHASE 3 VILLAGE AT FISHER'S LANDING. THE DISTRICT HEALTH OFFICER HAS REVIEWED THE PLANS AND APPROVED THEM FOR THE PURPOSES OF THE HEALTH DEPARTMENT. THE DISTRICT HEALTH OFFICER HAS REVIEWED THE PLANS AND APPROVED THEM FOR THE PURPOSES OF THE HEALTH DEPARTMENT. THE DISTRICT HEALTH OFFICER HAS REVIEWED THE PLANS AND APPROVED THEM FOR THE PURPOSES OF THE HEALTH DEPARTMENT.

NOTES
THE HEAVY DASHED LINES INDICATE THE PERIMETERS OF LOTS TO BE SUBDIVIDED BY THIS PLAN. THE AREA WITHIN THE BOUNDARY IS 5.633 ACRES.
ALL DIMENSIONS ARE IN FEET AND DECIMALS THEREOF.
5/8"=1" IRON RODS SET AT ALL BACK PROPERTY CORNERS.
CONCRETE WALLS SET IN THE CURB ON THE PERIMETERS OF LOTS ALONG FROM NEAR PROPERTY CORNER.
CONCRETE WALLS TO BE SET ALONG CURB FOR LOTS 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31.
CONCRETE WALLS TO BE SET ALONG CURB FOR LOTS 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31.
CONCRETE WALLS TO BE SET ALONG CURB FOR LOTS 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31.

ACCESS NOTE
THERE SHALL BE NO DIRECT LOT ACCESS FROM S.E. 164th AVENUE FROM LOTS 15 AND 20 TO 21.

LAND SURVEYOR
I HEREBY CERTIFY THAT THIS PLAN, AS SHOWN, IS A TRUE AND CORRECT COPY OF THE ORIGINAL SURVEY AND THAT THE SURVEY WAS MADE IN ACCORDANCE WITH THE REQUIREMENTS OF THE WASHINGTON STATE SURVEYING ACT AND THE RULES AND REGULATIONS OF THE BOARD OF SURVEYING AND MAPPING.

COUNTY ENGINEER
APPROVED BY: [Signature] DATE: 4/15/87

COUNTY PLANNING DIRECTOR
APPROVED BY: [Signature] DATE: 4/15/87

COUNTY AUDITOR
APPROVED BY: [Signature] DATE: 4/15/87

PHASE 3 VILLAGE AT FISHER'S LANDING
DISTRICT HEALTH OFFICER
LOT 1, NEW 23 AND APPROVED. AN APPROVED PUBLIC WATER SUPPLY AND PUBLIC SANITARY SERVICE SYSTEM IS BEING CONSTRUCTED FOR THE ENTIRE PHASE 3 VILLAGE AT FISHER'S LANDING. THE DISTRICT HEALTH OFFICER HAS REVIEWED THE PLANS AND APPROVED THEM FOR THE PURPOSES OF THE HEALTH DEPARTMENT. THE DISTRICT HEALTH OFFICER HAS REVIEWED THE PLANS AND APPROVED THEM FOR THE PURPOSES OF THE HEALTH DEPARTMENT. THE DISTRICT HEALTH OFFICER HAS REVIEWED THE PLANS AND APPROVED THEM FOR THE PURPOSES OF THE HEALTH DEPARTMENT.

H-346

BOOK H PAGE 346 JOB NO. 10793-2

346

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

OF

VILLAGE AT FISHER'S LANDING PHASE II, according to the plat thereof, recorded in Clark County, Washington:

The following covenants, restrictions, reservations, conditions and agreements shall run with the land and shall be binding upon and enure to the benefit of all parties hereto, their successors and assigns and all persons claiming upon them and shall be a part of all transfers and conveyances of the property within such platted areas as if set forth in full in such transfers and conveyances. Such reservations, conditions, agreements, covenants and restrictions shall be binding and effective for a period of 30 years from the date hereof, at the end of which time they shall be automatically extended for successive periods of ten years, unless an instrument signed by a majority of the then owners of lots within such platted area has been recorded, agreeing to change said covenants and restrictions in whole or in part; EXCEPT, however, if prior to such 30 year date, it appears to the advantage of this platted subdivision that these restrictions should be modified, then and in that event, any modification desired may be made by affirmative vote of 90% of the then owners of lots within this subdivision and evidenced by suitable instrument filed for public record; or if such event occurs during the development period such modification or waiver of non-conformity may be evidenced by special permission granted in writing by the primary developers, or their successors as developers without such vote of other owners, provided, however, that such modification or waiver shall not affect the provisions of Paragraph No. 1 of the following:

1. LAND USE AND BUILDING TYPE. No lot shall be re-subdivided into separate building sites. No lot shall be used except for residential purposes. No building shall be erected altered, placed or permitted to remain on any lot other than one detached single family dwelling together with a private garage for not less than two cars. However, the foregoing provisions shall not be interpreted to exclude construction of a private greenhouse, private swimming pool, or a shelter or port for the protection of such swimming pool, or for the storage of a boat and/or camping trailer or motor home kept for personal use, provided the location of such structures are in conformity with the applicable municipal regulations, and are compatible in design and decorating with the residence constructed on such lot and which have been approved for construction by the Architectural Control Committee as set forth under number 5, herein.

2. DWELLING SIZE. The main floor area for one story dwelling structures, exclusive of basements, open or screened porches and attached garages, shall be not less than 1700 square feet. For a dwelling structure of more than one story, exclusive of basement, open or screened porches and attached garages; such main floor area shall be not less than 1280 square feet and not less than a total of 1900 sq. ft. within the dwelling unit. Split level dwelling structures shall contain a minimum floor area of 1900 square feet with all

levels exclusive of garage area within the dwelling unit included in computation of footage for such split level dwellings. For the purpose of interpretation of this paragraph, those dwelling units with day-light basements shall be classified as a single story, with the basement area excluded from computation of footage.

3. DWELLING TYPE. This provision concerns lots 5, 6, 18, 19, 20, 21, 22, 23, 24, 25, 26. One story dwelling structures of a total height above curb level of not more than twenty feet will be allowed on the aforementioned lots.

4. BUILDING LOCATION. No building shall be located on any lot with respect to set backs from front, side and rear lot lines, except in conformity with R1-6 zoning and with the planning regulations and requirements of the municipal government having jurisdiction within the area in which this subdivision is located.

5. ARCHITECTURAL CONTROL. (A) No building, fence, hedge, wall or other structure shall be erected, placed or altered on any lot until the construction plans and specifications and a plan showing the location of the structure, materials, harmony of external design with existing structures and as to location with respect to topography and finish grade elevation have been approved. (B) The Architectural Control Committee of three (3) shall be appointed by Genstar Development, Inc. A majority of the committee may designate a representative to act for it. In the event of death or resignation of any member of the committee, the remaining members shall have full authority to designate a successor. Neither the members of the committee, nor its designated representative shall be entitled to any compensation for services performed pursuant to this covenant. At any time after ten years from the date of recordation of the subject plat and dedication, the then owners of a majority of the lots within the plat of this unit shall have the power through a duly recorded written instrument to change the membership of the committee or to withdraw from the committee or restore to it any of its powers and duties. (C) The Committee's approval or disapproval as required in these covenants shall be in writing. In the event the committee or its designated representative fails to approve or disapprove within 30 days after plans and specifications have been submitted to it, or in any event, if no suit to enjoin the construction has been commenced prior to the completion thereof, approval will not be required and the related covenants shall be deemed to have been fully complied with. However, dwelling size and dwelling type as set forth in items 2 and 3 will be a requirement whether plans have or have not been approved.

6. COMPLETION. Construction of any dwelling shall be completed including exterior decoration within 6 months from the date of the start of such construction. All lots shall subsequent to purchase from the developers 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. The front yard on all lots and side yards on corner lots must be complete within 4 months from date of construction completion or within 2 months of occupancy, whichever occurs first.

7. SIDEWALKS. Sidewalks shall be constructed by the builder prior to the issuance of any occupancy permit along all lots as designated on the plat map in accordance with Clark County Standards as per sidewalk detail on the location shown on the development plan map. The homeowner shall at all times maintain the parking strip between the sidewalk and curb.

8. TREES. For aesthetic reasons, 3 flowering or deciduous trees, having a minimum caliper reading of 1½", shall be planted in the front yard area of each lot not having native tree cover, prior to sale or occupancy. The homeowner shall water and maintain the tree in the same manner as the landscaping on his/her lot.

9. ROOFS. The roofs shall be of wood shingles, wood shakes, or bartile. Textured asphalt or fiberglass shingles of minimum quality of 300 lbs per square are acceptable only if approved, in writing, by the Architectural Control Committee. All roofs shall be of earth tones.

10. FENCES. All fences, hedges or walls must be approved, in writing, by the Architectural Control Committee as to its height, location, materials and design prior to construction. For reasons of aesthetics and visibility, no fence, except a wooden, chain link or ornamental iron not over 3½ feet in height, above grade, shall be permitted to extend any nearer to any street than the minimum building setback line.

11. EASEMENTS. Easements for the installation and maintenance of utilities, including storm drainage, are reserved as shown on the official recorded plat. Onsite drainage easements over the rear six (6) feet of each lot and the side three (3) feet of each lot are specifically provided herein. These drainage easements are for proper lot drainage. The area included in said easements shall be maintained in an attractive and well kept condition as the remainder of the lot.

12. NUISANCES. 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 lot, or shall any goods, equipment, vehicles (including buses, boats, campers, 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 lot or on any street within the existing subdivision 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's models and on-site sales offices for the primary purpose of obtaining pre-sales within the subdivision shall be exempt from the above restrictions.

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 lot or public street.

Yards and grounds shall be maintained in a neat and sightly fashion at all times. No parking or dismantling of inoperable vehicles shall be permitted on any lot. No trailers, motor homes or boats shall be stored parked within the public street area, nor shall any trailer, motor home or boat be stored parked within the front set-back area of any lot.

13. TEMPORARY STRUCTURES. No trailer, camper, basement, tent, shack, garage, barn, or other outbuildings or temporary structures erected or situated within the property shall, at any time, 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.

14. SIGNS. No sign of any kind shall be erected, maintained or displayed to the public view on any lot, except one professional sign not larger than one square foot, one sign not larger than 18 x 24 inches, advertising the property for sale or rent; or signs used by the developers or a builder to advertise the property during the initial sales and construction period. This restriction, however, shall not be construed to prohibit ornamental plates designating the name of the resident or the owners thereof.

15. ANTENNAS. Antennas, satellite dishes or any type of receiving or transmitting equipment must be screened or positioned so as not to be visible from any street or adjacent lot or properties.

16. GARBAGE AND REFUSE DISPOSAL. No lot shall be used or maintained as a dumping ground for rubbish. Trash, grabage or other waste shall not be kept, except in sanitary containers, pending collection and removal. All incinerators or other equipment for the temporary storage or disposal of such material 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.

17. EXISTING STRUCTURES. No existing structure, residential or otherwise, shall be moved onto any lot in said subdivision.

18. OIL AND MINING OPERATIONS. No oil drilling, oil development, operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any lot; nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon any lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any lot.

19. CLOTHES LINES. No exterior lines shall be allowed that can be seen from any street.

20. HEATING AND COOLING EQUIPMENT. All heating or cooling equipment must be screened or positioned so as not to be visible from any street.

21. LIVESTOCK AND POULTRY. No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, except that not more than 2 dogs, 2 cats or other usual small 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 in the neighborhood.

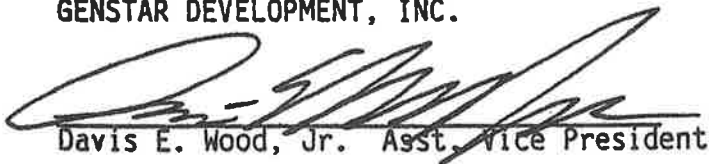
22. PERIMETER WALL. This provision concerns lots 15 thru 29 inclusive. The subdivision perimeter fence or wall constructed on these lots must not be altered, removed, or defaced in any manner. Maintenance of said wall or fence is the responsibility of the respective lot owners.

23. ENFORCEMENT. The failure on the part of any of said parties affected by these restrictions at any time to enforce any of the provisions hereof shall in no event be deemed a waiver thereof, or of any existing violation thereof, nor shall the invalidation of any of said reservations, conditions, agreements covenants and restrictions by judgment or court affect any other provisions hereof, which shall remain in full force and effect.

Should any suit or action be instituted by any of said parties to enforce any said reservations, conditions, agreements, covenants and restrictions, or to restrain the violation of any thereof, after demand for compliance therewith or for the cessation of such violation, and failure to comply with such demand, then and in either of said events and whether such suit or action shall be entitled to recover from the defendants therein such sum as the court may adjudge reasonable attorney fees in such suit or action, in addition to satutory costs and disbursements.

Dated this April 22, 1987.


GENSTAR DEVELOPMENT, INC.

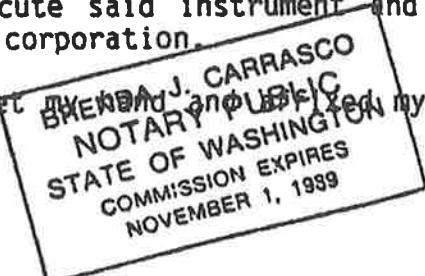

Davis E. Wood, Jr. Asst. Vice President

STATE OF WASHINGTON)
 :SS
COUNTY OF COWLITZ)

On this 22 day of April, 1987, before me personally appeared Davis E. Wood, Jr., to me known as the Asst. Vice President of Genstar Development Inc., 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 he was authorized to execute said instrument and that the seal affixed is the corporate seal of said corporation.

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


Notary Public in and for the State of Washington Residing at Woodland





PHASE III

-PLAT MAP

-CC&R'S

VILLAGE AT FISHER'S LANDING-PHASE 3

BEING A PORTION OF THE WM. SIMMONS DONATION LAND CLAIM LYING WITHIN THE SOUTHEAST QUARTER OF SECTION 1, TOWNSHIP 1 NORTH, RANGE 2 EAST OF THE WILLAMETTE MERIDIAN IN CLARK COUNTY, WASHINGTON

PREPARED BY:

M MacKay & Spasico
 710 E 17TH ST VANCOUVER, WA

BASIS OF BEARINGS
 THE POINTS OF SECTION 6, TOWNSHIP 1 NORTH, RANGE 2 EAST OF THE WILLAMETTE MERIDIAN, CLARK COUNTY, WASHINGTON, AS SHOWN ON THE SURVEY RECORDED IN BOOK 9 OF SURVEYS & RECORDS OF CLARK COUNTY, WASHINGTON.

COUNTY PLANNING DIRECTOR
 APPROVED BY: *[Signature]*
 COUNTY PLANNING DIRECTOR

COUNTY ASSESSOR
 THIS PLAN BEING MADE BY R.C.M. 56-17, 170 LANS OF WASHINGTON, TO BE KNOWN AS "VILLAGE AT FISHER'S LANDING - PHASE 3" BEAT NO. 11-282 IN THE COUNTY OF CLARK, STATE OF WASHINGTON.

COUNTY AUDITOR
 APPROVED BY: *[Signature]*
 COUNTY AUDITOR

COUNTY COMMISSIONERS
 APPROVED AND ACCEPTED BY THE BOARD OF COUNTY COMMISSIONERS OF CLARK COUNTY, WASHINGTON, THIS 22ND DAY OF MAY, 1988.

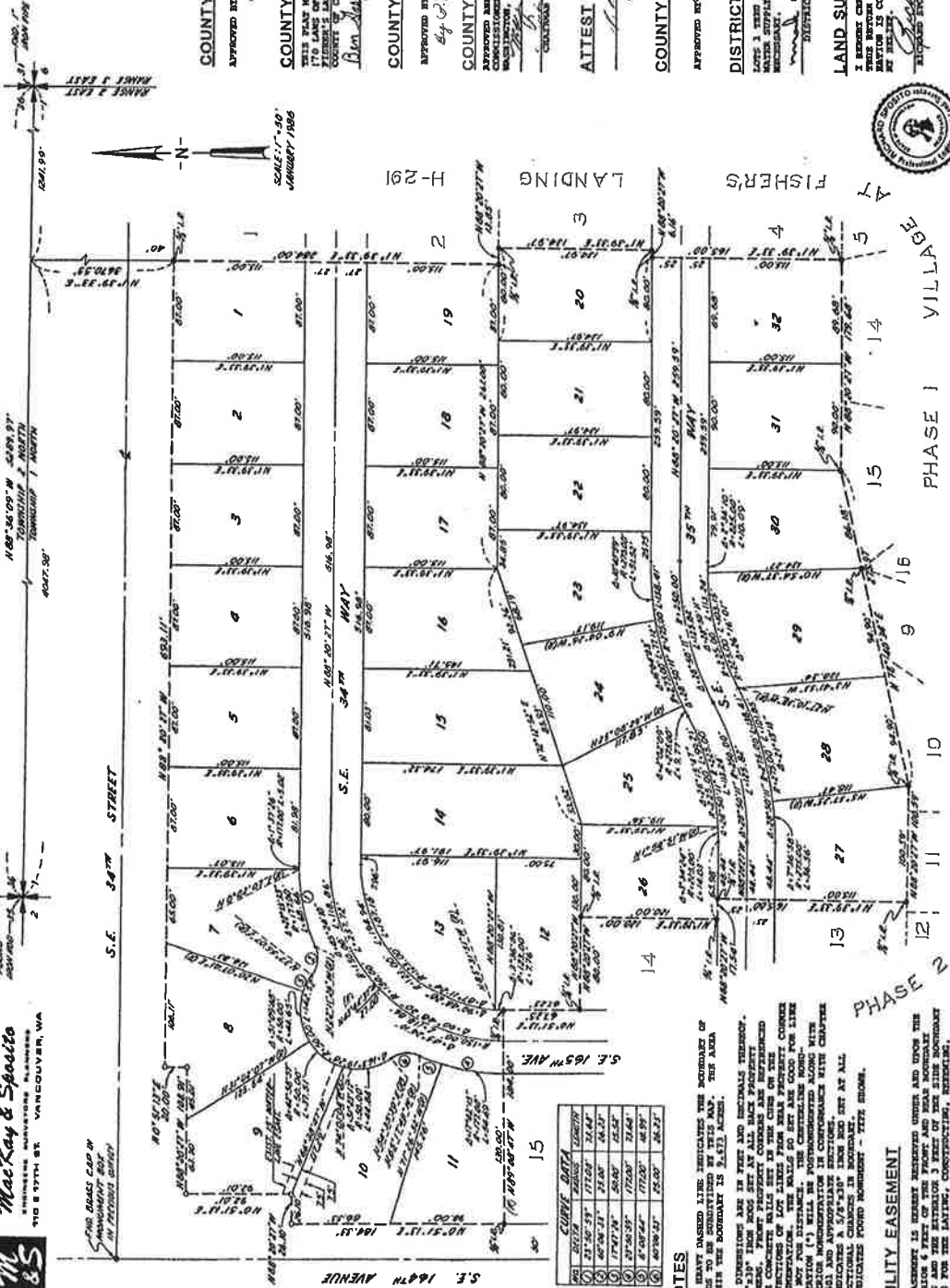
CHIEF CLERK OF THE BOARD OF COUNTY COMMISSIONERS

ATTEST
[Signature]
 CLERK TO THE BOARD

COUNTY ENGINEER
 APPROVED BY: *[Signature]*
 COUNTY ENGINEER

DISTRICT HEALTH OFFICER
 DATE: 5-22-88
 APPROVED: *[Signature]*
 DISTRICT HEALTH OFFICER

LAND SURVEYOR
 I HEREBY CERTIFY THAT THIS PLAN, AS SHOWN, IS A TRUE AND CORRECT COPY OF THE ORIGINAL AND IS ACCURATE TO THE BEST OF MY KNOWLEDGE AND BELIEF.
 RECORDED IN BOOK 12, PAGE 13, 1988
 DATE: 5-22-88



NO.	DATE	REVISION	DESCRIPTION
1	5-22-88	1	INITIAL PLAN
2	5-22-88	2	REVISIONS TO CORRECT ERRORS
3	5-22-88	3	REVISIONS TO CORRECT ERRORS
4	5-22-88	4	REVISIONS TO CORRECT ERRORS
5	5-22-88	5	REVISIONS TO CORRECT ERRORS
6	5-22-88	6	REVISIONS TO CORRECT ERRORS
7	5-22-88	7	REVISIONS TO CORRECT ERRORS
8	5-22-88	8	REVISIONS TO CORRECT ERRORS
9	5-22-88	9	REVISIONS TO CORRECT ERRORS
10	5-22-88	10	REVISIONS TO CORRECT ERRORS
11	5-22-88	11	REVISIONS TO CORRECT ERRORS
12	5-22-88	12	REVISIONS TO CORRECT ERRORS
13	5-22-88	13	REVISIONS TO CORRECT ERRORS
14	5-22-88	14	REVISIONS TO CORRECT ERRORS
15	5-22-88	15	REVISIONS TO CORRECT ERRORS

NOTES
 THE DASHED LINE INDICATES THE BOUNDARY OF THE AREA WITHIN THE BOUNDARY IS 1/2 IN. AREA.
 ALL DIMENSIONS ARE IN FEET AND DECIMALS THEREOF.
 CONCRETE WALLS SET BY THE CURB ON THE INTERIOR SIDE OF THE DRIVE SHALL BE CONSIDERED AS PART OF THE CURB.
 THE WALLS DO NOT SET AND CURB CURVE NOT FOR DISTANCE. THE CENTERLINE POINT FOR THE INTERIOR SIDE OF THE DRIVE SHALL BE THE INTERIOR SIDE OF THE DRIVE.
 31-503 AND APPROXIMATE IN CONNECTION WITH CURB-DIRECTIONAL POINT NUMBER - SEE BELOW.
 * INDICATES POINT NUMBER - SEE BELOW.

UTILITY EASEMENT
 AN EASEMENT IS HEREBY RESERVED UNDER AND UPON THE LANDS AND THE EXTENSION 5 FEET OF THE STATE MOUNTAIN LINES FOR THE LATER, CONSTRUCTING, REPAIRING, MAINTAINING, OPERATING AND USING TELEPHONE, TELEVISION, OVERHEAD AND UNDERGROUND UTILITIES.

4-384

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

OF

VILLAGE AT FISHER'S LANDING PHASE III according to the plat thereof, recorded in Clark County, Washington.

The following covenants, restrictions, reservations, conditions and agreements shall run with the land and shall be binding upon and enure to the benefit of all parties hereto, their successors and assigns and all persons claiming upon them and shall be a part of all transfers and conveyances of the property within such platted areas as if set forth in full in such transfers and conveyances. Such reservations, conditions, agreements, covenants and restrictions shall be binding and effective for a period of 30 years from the date hereof, at the end of which time they shall be automatically extended for successive periods of ten years, unless an instrument signed by a majority of the then owners of lots within such platted area has been recorded, agreeing to change said covenants and restrictions in whole or in part; EXCEPT, however, if prior to such 30 year date, it appears to the advantage of this platted subdivision that these restrictions should be modified, then and in that event, any modification desired may be made by affirmative vote of 90% of the then owners of lots within this subdivision and evidenced by suitable instrument filed for public record; or if such event occurs during the development period such modification or waiver of non-conformity may be evidenced by special permission granted in writing by the primary developers, or their successors as developers without such vote of other owners, provided, however, that such modification or waiver shall not affect the provisions of Paragraph No. 1 of the following:

1. LAND USE AND BUILDING TYPE. No lot shall be re-subdivided into separate building sites. No lot shall be used except for residential purposes. No building shall be erected, altered, placed or permitted to remain on any lot other than one detached single family dwelling together with a private garage for not less than two cars. However, the foregoing provisions shall not be interpreted to exclude construction of a private greenhouse, private swimming pool, or a shelter or port for the protection of such swimming pool, or for the storage of a boat and/or camping trailer or motor home kept for personal use, provided the location of such structures are in conformity with the applicable municipal regulations, and are compatible in design and decorating with the residence constructed on such lot and which have been approved for construction by the Architectural Control Committee as set forth under number 5, herein.

2. DWELLING SIZE. The main floor area for one story dwelling structures, exclusive of basements, open or screened porches and attached garages, shall be not less than 1700 square feet. For a dwelling structure of more than one story, exclusive of basement, open or screened porches and attached garages; such main floor area shall be not less than 1280 square feet and not less than a total of 1900 sq. ft. within the dwelling unit. Split level dwelling structures shall contain a minimum floor area of 1900 square feet with all

levels exclusive of garage area within the dwelling unit included in computation of footage of such split level dwellings. For the purpose of interpretation of this paragraph, those dwelling units with day-light basements shall be classified as a single story, with the basement area excluded from computation of footage.

3. BUILDING LOCATION. No building shall be located on any lot with respect to set backs from front, side and rear lot lines, except in conformity with R1-6 zoning and with the planning regulations and requirements of the municipal government having jurisdiction within the area in which this subdivision is located.

4. ARCHITECTURAL CONTROL. (A) No building, fence, hedge, wall or other structure shall be erected, placed or altered on any lot until the construction plans and specifications and a plan showing the location of the structure, materials, harmony of external design with existing structures and as to location with respect to topography and finish grade elevation have been approved. (B) The Architectural Control Committee of three (3) shall be appointed by American Newland Associates. A majority of the committee may designate a representative to act for it. In the event of death or resignation of any member of the committee, the remaining members shall have full authority to designate a successor. Neither the members of the committee, or its designated representative shall be entitled to any compensation for services performed pursuant to this covenant. At any time after ten years from the date of recordation of the subject plat and dedication, the then owners of a majority of the lots within the plat of this unit shall have the power through a duly recorded written instrument to change membership of the committee or to withdraw from the committee or restore to it any of its powers and duties. (C) The Committee's approval or disapproval as required in these covenants shall be in writing. In the event the committee or its designated representative fails to approve or disapprove within 30 days after plans and specifications have been submitted to it, or in any event, if no suite to enjoin the construction has been commenced prior to the completion thereof, approval will not be required and the related covenants shall be deemed to have been fully complied with. However, dwelling size and dwelling type as set forth in items 2 and 3 will be a requirement whether plans have or have not been approved.

5. COMPLETION. Construction of any dwelling shall be completed including exterior decoration within 6 months from the date of the start of such construction. All lots shall subsequent to purchase from the developers 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. The front yard landscaping on all lots and side yards on corner lots must be complete within 4 months from date of construction completion or within 2 months of occupancy, whichever occurs first.

6. SIDEWALKS. Sidewalks shall be constructed by the builder prior to the issuance of any occupancy permit along all lots as designated on the plat map in accordance with Clark County Standards as per sidewalk detail on the location shown on the development plan map. The homeowner shall at all times maintain the parking strip between the sidewalk and curb.

7. TREES. For aesthetic reasons, 3 flowering or deciduous trees, having a minimum caliper reading of 1½", shall be planted in the front yard area of each lot not having native tree cover, prior to sale or occupancy. The homeowner shall water and maintain the tree in the same manner as the landscaping on his/her lot.

8. ROOFS. The roofs shall be of wood shingles, wood shakes, or bartile. Textured asphalt or fiberglass shingles of minimum quality of 300 lbs per square are acceptable only if approved, in writing, by the Architectural Control Committee. All roofs shall be of earth tones.

9. FENCES. All fences, hedges or walls must be approved, in writing, by the Architectural Control Committee as to its height, location, materials and design prior to construction. For reasons of aesthetics and visibility, no fence, except a wooden or ornamental iron not over 3½ feet in height, above grade, shall be permitted to extend any nearer to any street than the minimum building setback line.

10. EASEMENTS. Easements for the installation and maintenance of utilities, including storm drainage, are reserved as shown on the official recorded plat. Onsite drainage easements over the rear six (6) feet of each lot and the side three (3) feet of each lot are specifically provided herein. These drainage easements are for proper lot drainage. The area included in said easements shall be maintained in an attractive and well kept condition as the remainder of the lot.

11. NUISANCES. 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 lot, or shall any goods, equipment, vehicles (including buses, boats, campers, 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 lot or on any street within the existing subdivision 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's models and on-site sales offices for the primary purpose of obtaining pre-sales within the subdivision shall be exempt from the above restrictions.

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 lot or public street.

Yards and grounds shall be maintained in a neat and slightly fashion at all times. No parking or dismantling of inoperable vehicles shall be permitted on any lot. No trailers, motor homes or boats shall be stored parked within the public street area, nor shall any trailer, motor home or boat be stored parked within the front set-back area of any lot.

12. TEMPORARY STRUCTURES. No trailer, camper, basement, tent, shack, garage, barn, or other outbuildings or temporary structures erected or situated within the property shall, at any time, 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.

13. SIGNS. No sign of any kind shall be erected, maintained or displayed to the public view on any lot, except one professional sign not larger than one square foot, one sign not larger than 18 x 24 inches, advertising the property for sale or rent; or signs used by the developers for a builder to advertise the property during the initial sales and construction period. This restriction, however, shall not be construed to prohibit ornamental plates designating the name of the resident or the owners thereof.

14. ANTENNAS. Antennas, satellite dishes or any type of receiving or transmitting equipment must be screened or positioned so as not to be visible from any street or adjacent lot or properties.

15. GARBAGE AND REFUSE DISPOSAL. No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept, except in sanitary containers, pending collection and removal. All incinerators or other equipment for the temporary storage or disposal of such material 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.

16. EXISTING STRUCTURES. No existing structure, residential or otherwise, shall be moved onto any lot in said subdivision.

17. OIL AND MINING OPERATIONS. No oil drilling, oil development, operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any lot; nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon any lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any lot.

18. CLOTHES LINES. No exterior lines shall be allowed that can be seen from any street.

19. HEATING AND COOLING EQUIPMENT. All heating or cooling equipment must be screened or positioned so as not to be visible from any street.

20. LIVESTOCK AND POULTRY. No animals, livestock, or poultry of any kind shall be raised, bred or kept on any lot, except that not more than 2 dogs, 2 cats or other usual small 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 in the neighborhood.

21. PERIMETER WALL. This provision concerns lots 1 thru 15 inclusive. The subdivision perimeter fence or wall constructed on these lots must not be altered, removed, or defaced in any manner. Maintenance of said wall or fence is the responsibility of the respective lot owners.

22. ENFORCEMENT. The failure on the part of any of said parties affected by these restrictions at any time to enforce any of the provisions hereof shall in no event be deemed a waiver thereof, or any thereon, or of any existing violation thereof, nor shall the invalidation of any of said reservations, conditions, agreements, covenants and restrictions by judgement or court affect any other provisions hereof, which shall remain in full force and effect.

Should any suit or action be instituted by any of said parties to enforce any of said reservations, conditions, agreements, covenants and restrictions, or to restrain the violation of any thereof, after demand for compliance therewith or for the cessation of such violation, and failure to comply with such demand, then and in either of said events and whether such suit or action shall be entitled to recover from the defendants therein such sum as the court may adjudge reasonable attorney fees in such suit or action, in addition to statutory costs and disbursements.

DATED this _____.

AMERICAN NEWLAND ASSOCIATES, a California General Partnership

By: The Newland Group, Inc. a California corporation, General Partner

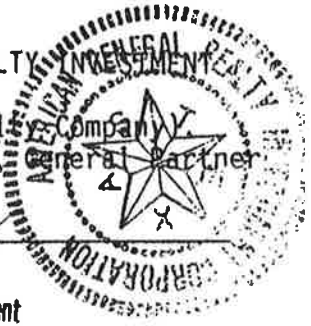
By: Robert B. McLeod, President

By: LaDonna K. Monsees, Vice Pres & Asst. Sec.



AMERICAN GENERAL REALTY CORPORATION (formerly Atlas Realty Company) a Texas corporation, General Partner

By: W. G. Orr Sr. Vice President

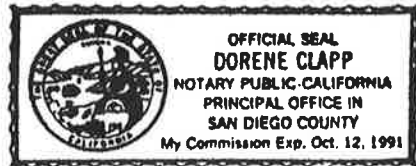


STATE OF California)
:SS
COUNTY OF San Diego)

On this 19th day of April, 1988, before me, the undersigned, a Notary Public in and for the State of California duly commissioned and sworn, personally appeared Robert B. McLeod and LaDonna Monsees to me known to be the President and Vice Pres. & Asst. Secretary respectively, of The Newland Group, Inc. the corporation that executed the foregoing instrument and acknowledged the said instrument to be the free and voluntary act and deed of said corporation for the uses and purposes therein mentioned, and on oath that _____ authorized to execute the said instrument and that the seal affixed is the corporate seal of said corporation.

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

Dorene Clapp
Notary Public in and for the State of _____

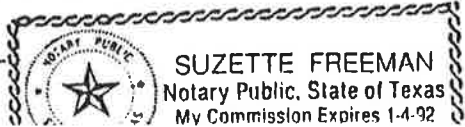


STATE OF TEXAS)
:SS
COUNTY OF Harris)

On this 20th day of April, A.D. 1988, before me, the undersigned, a Notary Public in and for the State of Texas duly commissioned and sworn personally appeared W. G. Orr and _____ to me known to be the Sr. Vice President and Secretary, respectively of American General Realty Corporation the corporation that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath state that _____ authorized to execute the said instrument and that the seal affixed is the corporate seal of said corporation.

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

Suzette Freeman
Notary Public in and for the State of _____





PHASE IV

-PLAT MAP

-CC&R'S

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

OF

VILLAGE AT FISHER'S LANDING PHASE IV according to the plat thereof, recorded in Clark County, Washington.

The following covenants, restrictions, reservations, conditions and agreements shall run with the land and shall be binding upon and enure to the benefit of all parties hereto, their successors and assigns and all persons claiming upon them and shall be a part of all transfers and conveyances of the property within such platted areas as if set forth in full in such transfers and conveyances. Such reservations, conditions, agreements, covenants and restrictions shall be binding and effective for a period of 30 years from the date hereof, at the end of which time they shall be automatically extended for successive periods of ten years, unless an instrument signed by a majority of the then owners of lots within such platted area has been recorded, agreeing to change said covenants and restrictions in whole or in part; EXCEPT, however, if prior to such 30 year date, it appears to the advantage of this platted subdivision that these restrictions should be modified, then and in that event, any modification desired may be made by affirmative vote of 90% of the then owners of lots within this subdivision and evidenced by suitable instrument filed for public record; or if such event occurs during the development period such modification or waiver of non-conformity may be evidenced by special permission granted in writing by the primary developers, or their successors as developers without such vote of other owners, provided, however, that such modification or waiver shall not affect the provisions of Paragraph No. 1 of the following:

1. LAND USE AND BUILDING TYPE. No lot shall be re-subdivided into separate building sites. No lot shall be used except for residential purposes. No building shall be erected, altered, placed or permitted to remain on any lot other than one detached single family dwelling together with a private garage for not less than two cars. However, the foregoing provisions shall not be interpreted to exclude construction of a private greenhouse, private swimming pool, or a shelter or port for the protection of such swimming pool, or for the storage of a boat and/or camping trailer or motor home kept for personal use, provided the location of such structures are in conformity with the applicable municipal regulations, and are compatible in design and decorating with the residence constructed on such lot and which have been approved for construction by the Architectural Control Committee as set forth under number 4, herein.

2. DWELLING SIZE. The main floor area for one story dwelling structures, exclusive of basements, open or screened porches and attached garages, shall be not less than 2000 square feet. For a dwelling structure of more than one story, exclusive of basement, open or screened porches and attached garages; such main floor area shall be not less than 1600 square feet and not less than a total of 2200 square feet within the dwelling unit. Split level dwelling structures shall contain a minimum floor area of 2200 square feet with all levels, exclusive of garage area within the dwelling unit included in computation of footage of such split level dwellings. For the purpose of interpretation of this paragraph, those dwelling units with day-light basements shall be classified as a single story, with the basement area excluded from computation of footage.

3. BUILDING LOCATION. No building shall be located on any lot with respect to set backs from front, side and rear lot lines, except in conformity with R1-6 zoning and with the planning regulations and requirements of the municipal government having jurisdiction within the area in which this subdivision is located.

4. ARCHITECTURAL CONTROL. (A) No building, fence, hedge, wall or other structure shall be erected, placed or altered on any lot until the construction plans and specifications and a plan showing the location of the structure, materials, harmony of external design with existing structures and as to location with respect to topography and finish grade elevation have been approved. (B) The Architectural Control Committee of three (3) shall be appointed by American Newland Associates. A majority of the committee may designate a representative to act for it. In the event of the death or resignation of any member of the committee, the remaining members shall have full authority to designate a successor. Neither the members of the committee, or its designated representative shall be entitled to any compensation for services performed pursuant to this covenant. At any time after ten years from the date of recordation of the subject plat and dedication, the then owners of a majority of the lots within the plat of this unit shall have the power through a duly recorded written instrument to change membership of the committee or to withdraw from the committee or restore to it any of its powers and duties. (C) The Committee's approval or disapproval as required in these covenants shall be in writing. In the event the Committee or its designated representative fails to approve or disapprove within 30 days after plans and specifications have been submitted to it, or in any event, if no suit to enjoin the construction has been commenced prior to the completion thereof, approval will not be required and the related covenants shall be deemed to have been fully complied with. However, dwelling size and dwelling type as set forth in items 2 and 3 will be a requirement whether plans

have or have not been approved.

5. COMPLETION. Construction of any dwelling shall be completed including exterior decoration within 6 months from the date of the start of such construction. All lots shall, subsequent to purchase from American Newland Associates 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. The front yard landscaping on all lots and side yards on corner lots must be complete within 4 months from date of construction completion or within 2 months of occupancy, whichever occurs first.

6. SIDEWALKS. Sidewalks shall be constructed by the builder prior to the issuance of any occupancy permit along all lots as designated on the plat map in accordance with Clark County Standards as per sidewalk detail on the location shown on the development plat map. The homeowner shall at all times maintain the parking strip between the sidewalk and curb.

7. TREES. For aesthetic reasons, 3 flowering or deciduous trees, having a minimum calipher reading of 1 1/2", shall be planted in the front yard area of each lot not having native tree cover, prior to sale or occupancy. The homeowner shall water and maintain the tree in the same manner as the landscaping on his/her lot.

8. ROOFS. The roofs shall be of wood shingles, wood shakes, or bartile. Textured asphalt or fiberglass shingles of minimum quality of 300 lbs. per square foot are acceptable only if approved, in writing, by the Architectural Control Committee. All roofs shall be of earth tones.

9. FENCES. All fences, hedges, or walls must be approved, in writing, by the Architectural Control Committee as to its height, location, materials and design prior to construction. For reasons of aesthetics and visibility, no fence, except a wooden or ornamental iron not over 3 1/2 feet in height, above grade, shall be permitted to extend any nearer to any street than the minimum building setback line.

10. EASEMENTS. Easements for the installation and maintenance of utilities, including storm drainage, are reserved as shown on the official recorded plat. Onsite drainage easements over the rear six (6) feet of each lot and the side three (3) feet of each lot are specifically provided herein. These drainage easements are for proper lot drainage. The area included in said easement shall be maintained in an attractive and well-kept condition as the remainder of the lot.

11. NUISANCES. 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 lot, or shall any goods, equipment, vehicles (including buses, boats, campers, 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 lot or on any street within the existing subdivision 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's models and onsite sales offices for the primary purpose of obtaining pre-sales within the subdivision shall be exempt from the above restrictions.

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 lot or public street.

Yards and grounds shall be maintained in a neat and sightly fashion at all times. No parking or dismantling of inoperable vehicles shall be permitted on any lot. No trailers, motor homes or boats shall be stored parked within the public street area, nor shall any trailer, motor home or boat be stored parked within the front set-back area of any lot.

12. TEMPORARY STRUCTURES. No trailer, camper, basement, tent, shack, garage, barn, or other outbuildings or temporary structures erected or situated within the property shall, at any time, 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.

13. SIGNS. No sign of any kind shall be erected, maintained or displayed to the public view on any lot, except one professional sign not larger than one square foot, or one sign not larger than 18 x 24 inches, advertising the property for sale or rent; or signs used by the developers for a builder to advertise the property during the initial sales and construction period. This restriction, however, shall not be construed to prohibit ornamental plates designating the name of the resident or the owners thereof.

14. ANTENNAS. Antennas, satellite dishes or any type of receiving or transmitting equipment must be screened or positioned so as not to be visible from any stret or adjacent lot or properties.

15. GARBAGE AND REFUSE DISPOSAL. No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept, except in sanitary containers, pending collection and removal. All incinerators or other equipment for the temporary storage or disposal of such material 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.

16. EXISTING STRUCTURES. No existing structure, residential or otherwise, shall be moved onto any lot in said subdivision.

17. OIL AND MINING OPERATIONS. No oil drilling, oil development, operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any lot; nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon any lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any lot.

18. CLOTHES LINES. No exterior lines shall be allowed that can be seen from any street.

19. HEATING AND COOLING EQUIPMENT. All heating or cooling equipment must be screened or positioned so as not to be visible from any street.

20. LIVESTOCK AND POULTRY. No animals, livestock, or poultry of any kind shall be raised, bred or kept on any lot, except that not more than 2 dogs, 2 cats or other usual small 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 in the neighborhood.

21. PERIMETER WALL. This provision concerns lots 6 through 9 inclusive. The subdivision perimeter fence or wall constructed on these lots must not be altered, removed, or defaced in any manner. Maintenance of said wall or fence is the responsibility of the respective lot owners.

22. ROAD EASEMENT AND MAINTENANCE AGREEMENT. One private road is designated in the plat The Village at Fisher's Landing, Phase IV. It touches and concerns Lots 6 through 8. The owners of the Lots abutting the Road are referred to as the "Road Owners", collectively as the "Owners" and singularly as "Owner".

(a) The Road Owners shall have and are hereby granted a perpetual, nonexclusive easement through, over and across the Road for the purpose of ingress and egress of vehicular and pedestrian traffic. The allowed use of such easement shall be

broad in scope and include ingress and egress for construction equipment, when used on a temporary basis, bicycles, motor bikes and related modes of transportation.

(b) The Owners shall be bound, however, by the following restrictions with respect to such easements:

(i) No Owner shall place any buildings or permanent structures thereon, prevent any other Owner's reasonable access to such Road or otherwise take any action or fail to take any action which would unreasonably interfere with the other Owners' rights hereunder.

(ii) These restrictions shall have no affect upon the manner in which real property taxes are paid with respect to each Road.

(c) Each Owner shall be responsible for maintaining whatever liability insurance with respect to Road as they deem appropriate. Each Owner shall indemnify and hold the other Owners harmless from any and all claims whatsoever arising out of or in connection with that Owner's use and enjoyment of such Owner's Road.

(d) The Owners shall maintain their Road in good condition and repair for the benefit of all of the Lots served thereby. The Road will initially be designed and constructed to comply with the standards for private roads in Clark County, Washington. Thereafter, the Owners shall maintain the Road to comply with all such standards so as to be safe for public travel. The Owner of each Lot abutting the Road shall be responsible for one-third (1/3) of the cost of maintaining and repairing the Road.

(e) A majority of the Road Owners shall make all decisions necessary to the maintenance and repair of the Road. Each Owner shall have a vote corresponding to the number of Lots they own which abut the Road. All maintenance and repair work shall commence after a firm bid therefor has been secured from a responsible contractor acceptable to a majority of the Owners. A majority of the Owners shall have the right to agree to perform any repair work themselves so long as the work is shared equally by all Owners, or, in the alternative, the Owners who desire not to participate shall compensate the other Owners for the time and materials utilized in connection with the repair work.

Notwithstanding any of the foregoing, if any Owner causes specific damage, above normal wear and tear, that Owner shall be solely responsible for repairing the damage. The repairs of such damage shall be made under the name of the responsible Owner by a contractor acceptable to a majority of the remaining Owners. Construction shall commence within thirty (30) days of the date

of the damage, weather conditions permitting. If the weather delays immediate repair of the damage, the work shall be commenced as soon the weather permits. Should any disagreement of the Owners occur over specific damage responsibility (i.e., whether one Owner is responsible), a remedy shall be sought by a meeting of all affected Owners. If the affected Owners cannot agree among themselves, then they shall submit the matter to binding arbitration in accordance with the rules of the American Arbitration Association. The decision of the arbitrator shall be final. The costs of the arbitration shall be shared equally by all of the Owners of the Lots abutting the Road. All work performed at any time on the Road shall be performed in a good and workmanlike manner and in compliance with all laws, ordinances, building codes and other governmental regulations applicable to the work being performed. The Owners causing the work to be performed will promptly pay the expenses of the work. The Owners or contractor performing the work will have the right to enter upon the other Lots to the extent necessary in connection with the work, after reasonable advance notice. The work shall be performed in a manner designed to cause a minimum of interference with the other Lot Owners. In the event any Owner fails to pay his or her share of the cost of maintaining the Road, then such matter shall be resolved in the following manner:

(i) A majority of the Owners shall prepare, sign and record a Notice of Assessment in the Clark County Real Property Records. They shall also send a copy of such Notice to the nonpaying Owner at his or her property address by certified or registered mail, return receipt requested. The Notice shall recite this paragraph of the Declaration of Covenants, Conditions and Restrictions and the recording information sufficient to allow such Owner to locate a copy of this Declaration of Covenants, Conditions and Restrictions in the Clark County Real Property Records. The Notice shall further set forth in detail the nature of the repairs made (or to be made) and the costs thereof. The Notice shall finally set forth each Owner's share of the cost for the maintenance and repair, along with a ten (10) day demand for payment.

(ii) In the event payment is not made within ten (10) days following the mailing of the Notice, then such assessment shall be deemed a debt presently due and payable, which debt shall be deemed to be secured by a mortgage upon the nonpaying Owner's Lot, thereby entitling the other applicable Owners to commence an action upon the debt and, at their option, to foreclose upon the mortgage in Clark County, Washington. The prevailing party in such an action shall be entitled to recover its reasonable attorney fees and costs incurred therein, including the cost of a foreclosure report.

(f) All of the Owners shall, upon request of any other

affected Owner, provide an estoppel letter to any prospective mortgagee or purchaser of an Owner so that such mortgagee or purchaser will be aware of any unpaid maintenance or repair expenses by the requesting owner. Any such estoppel letter shall be binding and conclusive upon all of the Owners if signed by at least a majority of the Owners (with majority being based upon the number of Lots owned which abut the Road). In the event an estoppel letter is not provided by a majority of the Owners within ten (10) business days following the receipt of a request for such a letter by all such Owners, then the prospective mortgagee or purchasers shall be entitled to encumber or purchase such Lot free and clear of any unpaid maintenance and repair expenses which accrued prior to the date of recording of the prospective mortgage, trust deed, deed, contract or similar instrument.

(g) If a prospective mortgagee or purchaser encumbers or purchases a Lot free and clear of unpaid maintenance and repair expenses, as provided in subparagraph (iii) above, then such unpaid maintenance and repair expenses shall be borne by those Owners who failed to act with respect to the giving of the estoppel letter. In other words, if there were unpaid maintenance and repair expenses, and two of the Owners took action to notify the mortgagee or purchaser of those assessments, but a third Owner failed to act (thereby preventing a majority), then the third Owner shall bear the entire cost of the unpaid maintenance and repair expenses. If more than one Owner failed to act, then each non-acting Owner shall pay their proportionate share of the unpaid maintenance and repair expenses. Their proportionate share shall be determined by a percentage calculated by comparing the non-acting Owners' maintenance and repair percentage to the overall percentages. For example, if there are two non-acting Owners, and both have a 20 percent maintenance and repair obligation, then both would bear 50 percent of the unpaid maintenance and repair expenses.

23. ENFORCEMENT. The failure on the part of any of said parties affected by these restrictions at any time to enforce any of the provisions hereof shall in no event be deemed a waiver thereof, or any thereof, or of any existing violation thereof, nor shall the invalidation of any of said reservations, conditions, agreements, covenants and restrictions by judgement or court affect any other provisions hereof, which shall remain in full force and effect. (Continued on next page)

23. Continued.

Should any suit or action be instituted by any of said parties to enforce any of said reservations, conditions, agreements, covenants and restrictions, or to restrain the violation of any thereof, after demand for compliance therewith or for the cessation of such violation, and failure to comply with such demand, then and in either of said events and whether such suit or action shall be entitled to recover from the defendants therein such sum as the court may adjudge reasonable attorney fees in such suit or action, in addition to statutory costs and disbursements.

DATED this September 28, 1989.

AMERICAN NEWLAND ASSOCIATES, a California General Partnership

By: [Signature]
The Newland Group, Inc. a California
corporation, General Partner

By: [Signature]
Robert B. McLeod, President

By: [Signature]
Davis E. Wood, Jr., Vice President



AMERICAN GENERAL INVESTMENT CORPORATION, a ~~corporation~~ corporation,
General Partner

BY: [Signature]



PHASE V

-PLAT MAP

-CC&R'S

-AMENDMENT EFFECTIVE 09/10/2010

H-563

VILLAGE AT FISHER'S LANDING - PHASE 5

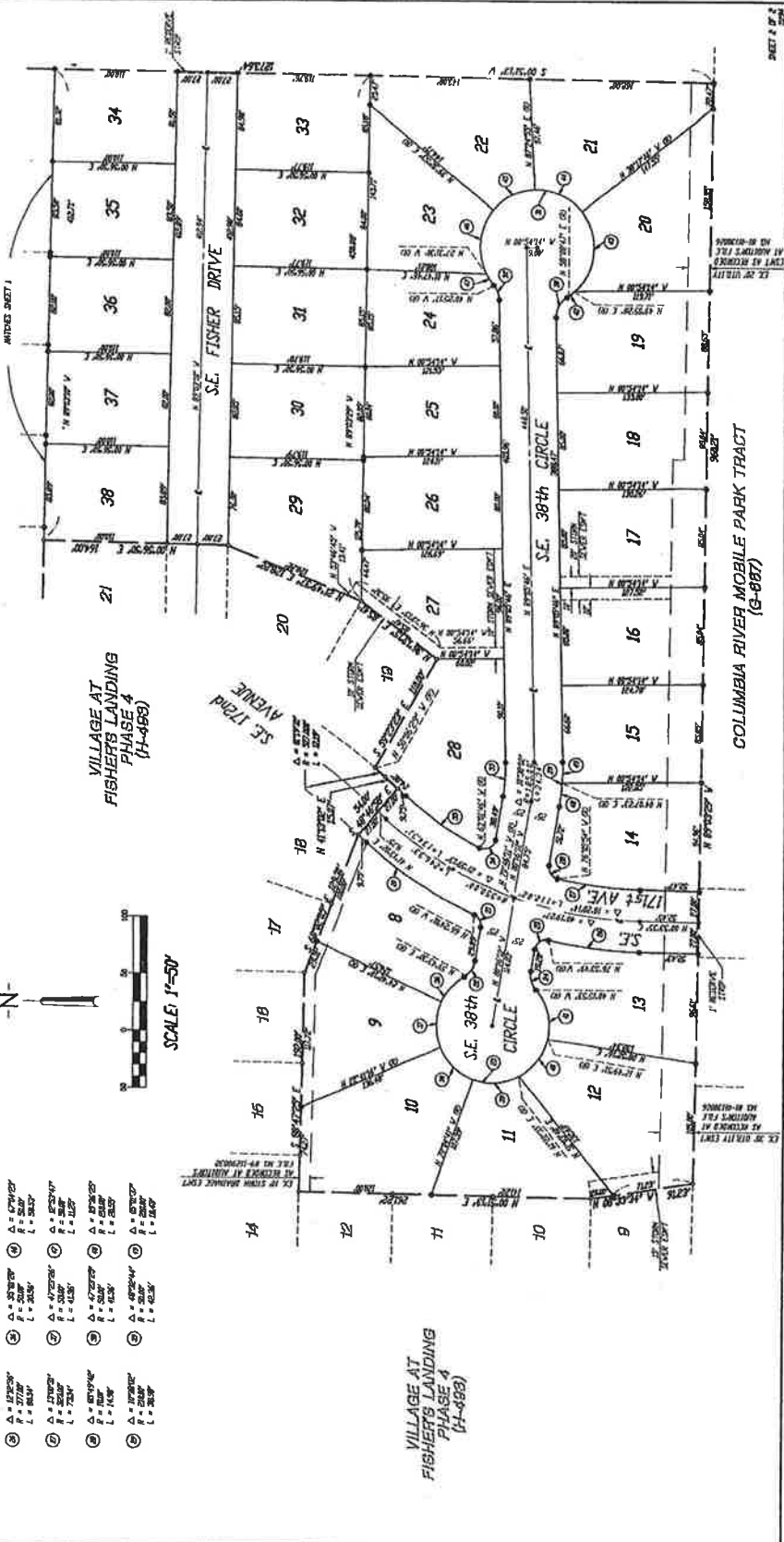
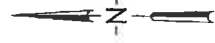
BEING A PORTION OF THE WA SIMMONS DONATION LAND CLAIM LYING WITHIN THE SOUTHEAST QUARTER OF SECTION 1, TOWNSHIP 1 NORTH, RANGE 2 EAST AND THE SOUTHWEST QUARTER OF SECTION 6, TOWNSHIP 1 NORTH, RANGE 3 EAST OF THE WILLAMETTE MERIDIAN IN CLARK COUNTY, WASHINGTON
AUGUST, 1990

PREPARED BY
MacKay & Spósito
Engineers - Surveyors - Planners
170 East 12th Street
Portland, Oregon 97202
(503) 465-3411



CURVE TABLE

①	Δ = 179°07'	⑩	Δ = 57°02'44"
②	R = 52.00'	⑪	R = 52.00'
③	L = 120.00'	⑫	L = 120.00'
④	Δ = 73°14'	⑬	Δ = 57°02'44"
⑤	R = 52.00'	⑭	R = 52.00'
⑥	L = 120.00'	⑮	L = 120.00'
⑦	Δ = 147°07'	⑯	Δ = 57°02'44"
⑧	R = 52.00'	⑰	R = 52.00'
⑨	L = 120.00'	⑱	L = 120.00'
⑩	Δ = 57°02'44"	⑲	Δ = 57°02'44"
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⑫	L = 120.00'	㉑	L = 120.00'
⑬	Δ = 57°02'44"	㉒	Δ = 57°02'44"
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⑮	L = 120.00'	㉔	L = 120.00'
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⑱	L = 120.00'	㉗	L = 120.00'
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㉝	L = 120.00'	㊷	L = 120.00'
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㊶	R = 52.00'	㊿	R = 52.00'
㊷	L = 120.00'		
㊸	Δ = 57°02'44"		
㊹	R = 52.00'		
㊺	L = 120.00'		
㊻	Δ = 57°02'44"		
㊼	R = 52.00'		
㊽	L = 120.00'		
㊾	Δ = 57°02'44"		
㊿	R = 52.00'		



BOOK H PAGE 563 H-563

563

563

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

OF

VILLAGE AT FISHER'S LANDING PHASE V according to the plat thereof, recorded in Clark County, Washington.

The following covenants, restrictions, reservations, conditions and agreements shall run with the land and shall be binding upon and enure to the benefit of all parties hereto, their successors and assigns and all persons claiming upon them and shall be a part of all transfers and conveyances of the property within such platted areas as if set forth in full in such transfers and conveyances. Such reservations, conditions, agreements, covenants and restrictions shall be binding and effective for a period of 30 years from the date hereof, at the end of which time they shall be automatically extended for successive periods of ten years, unless an instrument signed by a majority of the then owners of lots within such platted area has been recorded, agreeing to change said covenants and restrictions in whole or in part; EXCEPT, however, if prior to such 30 year date, it appears to the advantage of this platted subdivision that these restrictions should be modified, then and in that event, any modification desired may be made by affirmative vote of 90% of the then owners of lots within this subdivision and evidenced by suitable instrument filed for public record; or if such event occurs during the development period such modification or waiver of non-conformity may be evidenced by special permission granted in writing by the primary developers, or their successors as developers without such vote of other owners, provided, however, that such modification or waiver shall not affect the provisions of Paragraph No. 1 of the following:

1. LAND USE AND BUILDING TYPE. No lot shall be re-subdivided into separate building sites. No lot shall be used except for residential purposes. No building shall be erected, altered, placed or permitted to remain on any lot other than one detached single family dwelling together with a private garage for not less than two cars. However, the foregoing provisions shall not be interpreted to exclude construction of a private greenhouse, private swimming pool, or a shelter or port for the protection of such swimming pool, or for the storage of a boat, camping trailer or motor home kept for personal use, and/or tools, lawn equipment or other household items, provided the location of such structures are in conformity with the applicable municipal regulations, and are compatible in design and decorating with the residence constructed on such lot and which have been approved for construction by the Architectural Control Committee as set forth under number 4, herein.

09-06-90

2. DWELLING SIZE. The main floor area for one story dwelling structures, exclusive of basements, open or screened porches and attached garages, shall be not less than 2000 square feet. For a dwelling structure of more than one story, exclusive of basement, open or screened porches and attached garages; such main floor area shall be not less than 1100 square feet and not less than a total of 2200 square feet within the dwelling unit. Split level dwelling structures shall contain a minimum floor area of 2200 square feet with all levels, exclusive of garage area within the dwelling unit included in computation of footage of such split level dwellings. For the purpose of interpretation of this paragraph, those dwelling units with day-light basements shall be classified as a single story, with the basement area excluded from computation of footage.

3. BUILDING LOCATION. No building shall be located on any lot with respect to set backs from front, side and rear lot lines, except in conformity with R1-6 zoning and with the planning regulations and requirements of the municipal government having jurisdiction within the area in which this subdivision is located.

4. ARCHITECTURAL CONTROL. (A) No building, fence, hedge, wall or other structure shall be erected, placed or altered on any lot until the construction plans and specifications and a plan showing the location of the structure, materials, harmony of external design with existing structures and as to location with respect to topography and finish grade elevation have been approved. (B) The Architectural Control Committee of three (3) shall be appointed by American Newland Associates. A majority of the committee may designate a representative to act for it. In the event of the death or resignation of any member of the committee, the remaining members shall have full authority to designate a successor. Neither the members of the committee, or its designated representative shall be entitled to any compensation for services performed pursuant to this covenant. At any time after ten years from the date of recordation of the subject plat and dedication, the then owners of a majority of the lots within the plat of this unit shall have the power through a duly recorded written instrument to change membership of the committee or to withdraw from the committee or restore to it any of its powers and duties. (C) The Committee's approval or disapproval as required in these covenants shall be in writing. In the event the Committee or its designated representative fails to approve or disapprove within 30 days after plans and specifications have been submitted to it, or in any event, if no suit to enjoin the construction has been commenced prior to the completion thereof, approval will not be required and the related covenants shall be deemed to have been fully complied with. However, dwelling size and dwelling type as set forth in items 2 and 3 will be a requirement whether plans have or have not been approved.

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5. **COMPLETION.** Construction of any dwelling shall be completed including exterior decoration within 6 months from the date of the start of such construction. All lots shall, subsequent to purchase from American Newland Associates 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. The front yard landscaping on all lots and side yards on corner lots must be complete within 4 months from date of construction completion or within 2 months of occupancy, whichever occurs first.

6. **SIDEWALKS.** Sidewalks shall be constructed by the builder prior to the issuance of any occupancy permit along all lots as designated on the plat map in accordance with Clark County Standards as per sidewalk detail on the location shown on the development plat map. The homeowner shall at all times maintain the parking strip between the sidewalk and curb.

7. **TREES.** For aesthetic reasons, 3 flowering or deciduous trees, having a minimum caliper reading of 1 1/2", shall be planted in the front yard area of each lot not having native tree cover, prior to sale or occupancy. The homeowner shall water and maintain the tree in the same manner as the landscaping on his/her lot.

8. **ROOFS.** The roofs shall be of wood shingles, wood shakes, or bartile. Wood fiber shingle products may be acceptable if approved, in writing, by the Architectural Control Committee. All roofs shall be of earth tones.

9. **FENCES.** All fences, hedges, or walls must be approved, in writing, by the Architectural Control Committee as to its height, location, materials and design prior to construction. For reasons of aesthetics and visibility, no fence, except a wooden or ornamental iron not over 3 1/2 feet in height, above grade, shall be permitted to extend any nearer to any street than the minimum building setback line.

10. **EASEMENTS.** Easements for the installation and maintenance of utilities, including storm drainage, are reserved as shown on the official recorded plat. Onsite drainage easements over the rear six (6) feet of each lot and the side three (3) feet of each lot are specifically provided herein. These drainage easements are for proper lot drainage. The area included in said easement shall be maintained in an attractive and well-kept condition as the remainder of the lot.

11. **NUISANCES.** 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 lot, or shall any goods,

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equipment, vehicles (including buses, boats, campers, 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 lot or on any street within the existing subdivision 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's models and onsite sales offices for the primary purpose of obtaining pre-sales within the subdivision shall be exempt from the above restrictions.

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 lot or public street.

Yards and grounds shall be maintained in a neat and sightly fashion at all times. No parking or dismantling of inoperable vehicles shall be permitted on any lot. No trailers, motor homes or boats shall be storage parked within the public street area, nor shall any trailer, motor home or boat be storage parked within the front set-back area of any lot.

12. TEMPORARY STRUCTURES. No trailer, camper, basement, tent, shack, garage, barn, or other outbuildings or temporary structures erected or situated within the property shall, at any time, 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.

13. SIGNS. No sign of any kind shall be erected, maintained or displayed to the public view on any lot, except one professional sign not larger than one square foot, or one sign not larger than 18 x 24 inches, advertising the property for sale or rent; or signs used by the developers for a builder to advertise the property during the initial sales and construction period. This restriction, however, shall not be construed to prohibit ornamental plates designating the name of the resident or the owners thereof.

14. ANTENNAS. Antennas, satellite dishes or any type of receiving or transmitting equipment must be screened or positioned so as not to be visible from any street or adjacent lot or properties.

15. GARBAGE AND REFUSE DISPOSAL. No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept, except in sanitary containers, pending collection and removal. All incinerators or other equipment for the temporary storage or disposal of such material 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.

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16. EXISTING STRUCTURES. No existing structure, residential or otherwise, shall be moved onto any lot in said subdivision.

17. OIL AND MINING OPERATIONS. No oil drilling, oil development, operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any lot; nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon any lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any lot.

18. CLOTHES LINES. No exterior lines shall be allowed that can be seen from any street.

19. HEATING AND COOLING EQUIPMENT. All heating or cooling equipment must be screened or positioned so as not to be visible from any street.

20. LIVESTOCK AND POULTRY. No animals, livestock, or poultry of any kind shall be raised, bred or kept on any lot, except that not more than 2 dogs, 2 cats or other usual small 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 in the neighborhood.

21. PERIMETER WALL. This provision concerns lots 1, 12 through 21, 49 through 51, 62 inclusive. The subdivision perimeter fence or wall constructed on these lots must not be altered, removed, or defaced in any manner. Maintenance of said wall or fence is the responsibility of the respective lot owners. In the event an Owner of a Lot, on which the Perimeter Wall is located, fails to maintain the Perimeter Wall (including the trees, if applicable) in the condition required hereunder, then American Newland Associates shall have the right to perform such work (and is hereby granted an easement for such purpose) at the expense of such Owner. Such Owner shall be required to reimburse American Newland Associates for the cost of such maintenance and repair within ten (10) days following the mailing of an invoice for such work by American Newland Associates to such Owner. American Newland Associates shall be entitled to recover one hundred fifty (150%) percent of the costs of such maintenance and repair to compensate it for its time and expense in arranging for the maintenance and repair. If such Owner fails to reimburse American Newland Associates within thirty (30) days following the date of such invoice, then American Newland Associates shall be entitled to send a notice of assessment and, if payment is not made, bring an action upon the debt, or foreclose upon the Owner's property. At such time as American Newland Associates no longer owns any Lots in the subdivision, then all references in this paragraph 21 to American Newland Associates shall be deemed deleted and shall be replaced by the Architectural Control Committee referenced in paragraph 4 above.

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22. **ENFORCEMENT.** The failure on the part of any of said parties affected by these restrictions at any time to enforce any of the provisions hereof shall in no event be deemed a waiver thereof, or of any existing violation thereof, nor shall the invalidation of any of said reservations, conditions, agreements, covenants and restrictions by judgement or court affect any other provisions hereof, which shall remain in full force and effect.

Should any suit or action be instituted by any of said parties to enforce any of said reservations, conditions, agreements, covenants and restrictions, or to restrain the violation of any thereof, after demand for compliance therewith or for the cessation of such violation, and failure to comply with such demand, then and in either of said events and whether such suit or action shall be entitled to recover from the defendants therein such sum as the court may adjudge reasonable attorney fees in such suit or action, in addition to statutory costs and disbursements.

DATED this August 24, 1990.

AMERICAN NEWLAND ASSOCIATES, a California General Partnership

By: The Newland Group, Inc. a California corporation, General Partner

By: _____

ROBERT B. McLEOD PRESIDENT

By: Davis E. Wood, Jr., Vice President

AMERICAN GENERAL INVESTMENT CORPORATION, a Texas corporation, General Partner

BY: W. G. Orr
Vice President

09-06-90

After recording, return to:

Katherine H. O'Neil, Co-President
Village of Fisher's Landing Neighborhood Association
3714 SE 169th Ct.
Vancouver, WA 98683

Tax Lot Nos. 092008-648 through -770
(See Exhibit B)

Space Above for Recording Information Only

**AMENDMENT TO DECLARATION OF
CONVENANTS, CONDITIONS, AND RESTRICTIONS OF
VILLAGE AT FISHER'S LANDING PHASE V**

THIS AMENDMENT is made and executed this 10th day of September 2010, by the undersigned, as authorized by the signators appearing on the attached Exhibit A hereto, constituting at least ninety percent of the current owners of real property in Village at Fisher's Landing Phase V, Vancouver, Washington. Pursuant to the terms of that certain Declaration of Covenants, Conditions and Restrictions (Declaration), dated August 24, 1990, recorded under Clark County Auditor's File No. 9009060171, at Book H of Plats, Page 563, in the records of Clark County, Washington, relating to real property legally described as: Lots 1-62, Village at Fisher's Landing Phase V, according to the Plat thereof recorded in Book H of Plats Page 563, the Declaration is amended as follows:

1. Paragraph 8 of the Declaration is deleted in its entirety and is replaced with the following:

8. ROOFS. Roofs shall be of vertical grain cedar shakes or concrete tile. Alternatively, heavyweight slate tile, stone-coated steel tile, or textured asphalt fiberglass composition shingles of a minimum weight of 450 pounds per square may be used only after written approval is obtained from the Architectural Control Committee. All roofing materials shall have a shake or tile profile and shall be of earth tone in color.

2. Except as described above, all of the terms, covenants and conditions of the Declaration shall continue in full force and effect.

IN WITNESS WHEREOF, the undersigned has caused this Amendment to be executed as of the date below written.

10 September 2010
Date

Village at Fisher's Landing
Neighborhood Association

Katherine H. O'Neil
By: Katherine H. O'Neil
Its: Co-President

STATE OF WASHINGTON)
) ss.
County of Clark)

I certify that I know or have satisfactory evidence that Katherine H. O'Neil signed this instrument, on oath stated that she was authorized to execute this instrument and acknowledged it as the Co-President of Village at Fisher's Landing Neighborhood Association, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED: 10 September, 2010.



Sharon F. Osborn
NOTARY PUBLIC for the State of Washington,
Residing in the County of Clark
My Commission Expires: 3/15/2012



website: <https://www.vflna.com>
email: vflna.info@gmail.com

Mailing Address:

VFLNA
19215 SE 34TH St. #106 - Box 241
Camas, WA 98607

Board Contacts: Effective October 2018

Directors

Carl Trinacty, President
Howard Adler, Vice President
Ronny Plushnick, Treasurer
Valorie Adler, Secretary

Members At Large

Katherine O'Neil
Toby Graff
Kathyellen Blovits
Caren Condon-Weber
Bob Dehler
Janet Heiden

City of Vancouver Contacts

Office of Neighborhoods - Judi Bailey
360-487-8608 | judi.bailey@cityofvancouver.us

Traffic Compliance Hotline | 360-487-7402

Parking Hotline | 360-487-8653

Neighborhood Code Compliance | 360-487-7810 Clark County

Animal Control Weekdays | 360-397-2488