WHEN RECORDED RETURN TO:

4427173 ANNEX

RecFee - \$50.00 Pages: 9 - CHICAGO TITLE INSURANCE CO
Clark County, WA 02/27/2008 10:43

	ongbird, Inc
ADDRESS:	11815 NE 99 th Street, Ste 1200
CITY, STATE, Z	ZIP Vancouver, WA 98682

(M) Chicago Title Insurance Company

ORDER NO.:

DOCUMENT TITLE(s)	
Declaration of Supplemental Annexation for So 2.	ngbird
3.	
4.	
REFERENCE NUMBER(s) OF DOCUMENTS ASSI	GNED OR RELEASED:
☐ Additional reference numbers on page z	of document
2. 3.	
.s.	
GRANTOR(s): (last name, then first name and initials)
1. Songbird Inc 2.	
3.	
☐additional names on page	of document
GRANTEE(s): (last name, then first name and initials)	
1. Song bind phase I	
2. Song bind phase 1	
□additional names on page	of document
TRUSTEE:	
1.	
LEGAL DESCRIPTION (abbreviated: ie Lot, Block, I SEC 33 するん RIE	Plat or Section, Township, Range)
□additional legal description is on page	of document
ASSESSOR'S PROPERTY TAX PARCEL ACCOUN	T NUMBER(s):
1. 168 935-070	
2. 188936-000 3. 188968-000	
Dadditional legal description is on page	of document
The Recorder will rely on the information provided on	the form. The staff will not read the document to verify the
accuracy or completeness of the indexing information	·

After recording return to:

Songbird, Inc 11815 NE 99th Street, Suite 1200 Vancouver, WA 98682

Declaration of Supplemental Annexation for Songbird

This document is being recorded to supplement the covenants, conditions and restrictions 4331004 CCR recorded on June 1, 2007

DECLARATION OF SUPPLEMENTAL ANNEXATION FOR SONGBIRD

THIS SUPPLEMENTAL DECLARATION is made this	26 R	day of _	February
, 2008, by Songbird, Inc. ("Declarant").			,

RECITALS

A. Declarant is the owner of certain parcels of real property commonly known as Songbird Phase 1 and more fully described in Exhibit B, attached hereto and incorporated by reference (herein the "Subdivision"). Declarant desires to subject Songbird Phase 1 to the Declaration of Covenants, Conditions and Restrictions for Songbird, recorded on June 2, 2007, as document number 4331004, in the records of Clark County, Washington (hereinafter the "Declaration").

PREMISES

NOW, THEREFORE in consideration of the above recitals, which are expressly incorporated into the premises, Declarant hereby declare:

1. Pursuant to Article 2.2, Declarant hereby annexes real property contained in that certain plat entitled "Songbird Phase 1" recorded in plat records of Clark County, Washington, on September 5, 2007, in Book 311, at Page 535.

IN WITNESS WHEREOF, Declarant has executed this Declaration on the date set forth above.

Songbird, Inc.		
By: Kevin Wann, President		
Kevin wann, President		

STATE OF WASHINGTON)
) ss.
County of Clark)

I certify that I know or have satisfactory evidence that Kevin Wann is the person who appeared before me, and said person acknowledges that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledges it as the President of Songbird, Inc., to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

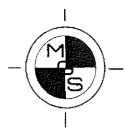
Dated: <u>Jamuary</u> 30, 2008

Notary Public in and for the State of Washington

Residing at Vancouver, Clark County.

My appointment expires 5/5/50





MINISTER-GLAESER SURVEYING INC.

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

Exhibit "A" April 25, 2007

PERIMETER DESCRIPTION FOR "SONGBIRD SUBDIVISION PHASE 2"

A parcel of land in the Southeast quarter of the Northeast quarter of Section 33, Township 3 North, Range 1 East, Willamette Meridian, Clark County, Washington, described as follows:

Beginning at the Southeast corner of the Southeast quarter of the Northeast quarter of said Section 33;

Thence North 01°38'33" East, for a distance of 657.64 feet to the Northeast corner of the South half of the Southeast quarter of the Northeast quarter of said Section 33;

Thence North 88°55'53" West, along the North line of said South half, for a distance of 329.80 feet to the Northeast corner of that certain tract of land conveyed to Marley B. Petersen, et ux, by Warranty Deed, recorded under Auditor's File No. 8601070061, records of Clark County, Washington;

Thence South 01°37'07" West, along the East line of said Petersen Tract, for a distance of 277.14 feet to the TRUE POINT OF BEGINNING;

Thence continuing South 01°37'07" West along said East line, for a distance of 350.79 feet to the North Right-of-Way Line of N.W. 109th Street;

Thence North 88°58'52" West, along said North Right-of-Way Line, for a distance of 377.16 feet;

Thence North 01°01'08" East, for a distance of 15.00 feet;

Thence North 46°16'22" East, for a distance of 35.20 feet;

Thence North 01°31'37" East, for a distance of 86.23 feet;

Thence North 43°49'10" West, for a distance of 20.56 feet;

Thence North 00°50'04" East, for a distance of 46.00 feet;

Thence South 89°09'56" East, for a distance of 40.97 feet;

Thence North 01°37'07" East, for a distance of 122.13 feet;

Thence South 89°07'15" East, for a distance of 186.03 feet;

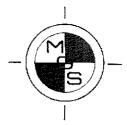
Thence North 01°37'07" East, for a distance of 41.03 feet;

Thence South 89°09'56" East, for a distance of 141.01 feet to the TRUE POINT OF BEGINNING.

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

The above description is an accurate description of the land actually surveyed.

Professional Land Surve Minister Glaeser Sulveying, Inc.



MINISTER-GLAESER

SURVEYING INC.

Exhibit "B"
June 27, 2007

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

PERIMETER DESCRIPTION FOR "SONGBIRD SUBDIVISION, PHASE 1"

A parcel of land in the Southeast quarter of the Northeast quarter of Section 33, Township 3 North, Range 1 East, Willamette Meridian, Clark County, Washington, described as follows:

Beginning at the Southeast corner of the Southeast quarter of the Northeast quarter of said Section 33;

Thence North 01°38'33" East, for a distance of 657.64 feet to the Northeast corner of the South half of the Southeast quarter of the Northeast quarter of said Section 33;

Thence North 88°55'53" West, along the North line of said South half, for a distance of 329.80 feet to the Northeast corner of that certain tract of land conveyed to Marley B. Petersen, et ux, by Warranty Deed, recorded under Auditor's File No. 8601070061, records of Clark County, Washington, said point being the TRUE POINT OF BEGINNING;

Thence South 01°37'07" West, along the East line of said Petersen Tract, for a distance of 277.14 feet to the Northeast corner of Lot 6 of "SONGBIRD SUBDIVISION PHASE 2" according to the plat thereof recorded in Book 311 of Plats at Page 507, records of Clark County, Washington;

Thence the following courses and distances along the perimeter of said "SONGBIRD SUBDIVISION PHASE 2";

Thence North 89°09'56" West, for a distance of 141.01 feet;

Thence South 01°37'07" West, for a distance of 41.03 feet;

Thence North 89°07'15" West, for a distance of 186.03 feet;

Thence South 01°37'07" West, for a distance of 122.13 feet;

Thence North 89°09'56" West, for a distance of 40.97 feet;

Thence South 00°50'04" West, for a distance of 46.00 feet;

Thence South 43°49'10" East, for a distance of 20.56 feet;

Thence South 01°31'37" West, for a distance of 86.23 feet;

Thence South 46°16'22" West, for a distance of 35.20 feet;

Thence South 01°01'08" West, for a distance of 15.00 feet to the North Right-of-Way Line of N.W. 109th Street;

Thence leaving said perimeter, North 88°58'52" West, along said North Right-of-Way Line, for a distance of 281.93 feet to the West line of said Petersen Tract;

Thence North 01°34'17" East, along said West line and the North extension thereof, for a distance of 643.37 feet to the Northwest corner of Parcel 3 of that certain tract of land conveyed to Songbird, Inc., by Statutory Warranty Deed, recorded under Auditor's File No. 4178663D, records of Clark County, Washington;

Thence South 89°30'52" East, along the North line of said Songbird Tract, for a distance of 59.70 feet;

Thence South 89°32'04" East, along said North line, for a distance of 102.97 feet;

Thence South 89°24'07" East, along said North line, for a distance of 127.55 feet;

Thence South 89°21'48" East, along said North line, for a distance of 24.50 feet;

Thence North 89°09'37" East, along said North line, for a distance of 30.43 feet;

Thence South 05°06'28" East, along said Songbird Tract, for a distance of 2.19 feet;

Thence South 89°06'44 East, along said North line, for a distance of 314.28 feet, to the Northeast corner thereof;

Thence South 01°37'07" West, along the East line of said Songbird Tract, for a distance of 17.63 feet to the TRUE POINT OF BEGINNING.

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

The above description is an accurate description of the land actually surveyed.

Edmund Denny, Jr.

Professional Land Surveyor

Minister Glaeser Surveying, Inc.

WHEN RECORDED RETURN TO:

4427174 CCRAMD

RecFee - \$53.00 Pages: 12 - CHICAGO TITLE INSURANCE CO 02/27/2008 10:43

NAME:	Songbird, Inc	•
ADDRESS:	11815 NE 99th Street, Ste 1200	
CITY,STATI	E,ZIP Vancouver, WA 98682	_

Chicago Title Insurance Company

accuracy or completeness of the indexing information provided herein.

ORDER NO.:

DOCUMENT TWO IS
DOCUMENT TITLE(s)
1. Supplemental Declaration of Covenants, Conditions, and Restrictions for Songbird
2.
3.
4.
REFERENCE NUMBER(s) OF DOCUMENTS ASSIGNED OR RELEASED:
☐ Additional reference numbers on page z of document
1. 4331004
2.
3.
CDANTOD(a) (last as a second s
GRANTOR(s): (last name, then first name and initials) 1. Songbird Inc
2.
3.
□additional names on page of document
GRANTEE(s): (last name, then first name and initials)
2. Song bind phase 2
3.
□additional names on pageof document
TRUSTEE:
1.
LECAL DESCRIPTION (1) 1/2 1/2 / AND A DIVERSITY OF THE PROPERTY OF THE PROPERT
LEGAL DESCRIPTION (abbreviated: ie Lot, Block, Plat or Section, Township, Range) Sec 33 イ3ル Ri モ
38C 33 13N KIE
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ASSESSOR'S PROPERTY TAX PARCEL ACCOUNT NUMBER(s):
1. 188935-020
2. / 88 936-4 ⁴³
2. 188 936-00° 3. 188968-00°
□additional legal description is on pageof document
· ···· ·
The Recorder will rely on the information provided on the form. The staff will not read the document to verify the

After recording return to:

Songbird, Inc 11815 NE 99th Street, Suite 1200 Vancouver, WA 98682

Supplemental Declaration of Covenants, Conditions, and Restrictions for Songbird

This document is being recorded to supplement the covenants, conditions and restrictions 4331004 CCR recorded on June 1, 2007

SUPPLEMENTAL DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR SONGBIRD

THIS SUPPLEMENTAL DECLARATION is made this	261	day of	Februari
, 2008, by Songbird, Inc. ("Declarant").		·	/

RECITALS

- A. Declarant is the owner of certain parcels of real property commonly known as Songbird Phase 2 and more fully described in Exhibit A, attached hereto and incorporated by reference (herein the "Subdivision"). Songbird Phase 2 is subject to the Declaration of Covenants, Conditions and Restrictions for Songbird, recorded on June 2, 2007, as document number 4331004 in the records of Clark County, Washington (hereinafter the "Declaration").
- B. Declarant is the owner of certain parcels of real property commonly known as Songbird Phase 1 and more fully described in Exhibit B, attached hereto and incorpoerated by reference (herein the "Subdivision"). Declarant has subjected Songbird Phase 1 to the Declaration of Covenants, Conditions and Restrictions for Songbird, recorded on June 2, 2007, as document number 4331004 in the records of Clark County, Washington, pursuant to a Declaration of Annexation recorded on 227-08 as document 4427/73.
- B. Declarant, and the members of the association, desire to subject the Subdivision to the additional covenants set forth herein.

PREMISES

NOW, THEREFORE in consideration of the above recitals, which are expressly incorporated into the premises, Declarant, and the members of the Association, hereby declare:

- 1. The plat of Songbird Phase 2 (marketed as "Songbird") has been recorded in the plat records of Clark County, Washington, in Book 311, at Page 507, of Plat Records on May 30, 2007.
- 2. Article 2.1 of the Declaration is amended to read:

"Initial Property. Declarant hereby declares that the real property within that certain plat entitled "Songbird Phase 2" recorded in the plat records of Clark County, Washington on May 30, 2007, in Book 311, at Page 507, is owned and shall be owned, conveyed, hypothecated, encumbered, used, occupied and improved subjected

to this Declaration."

- 3. The Declaration is hereby supplemented and amended by adding the provision:
 - "Article 2.5 Annexation of Songbird, Phase 1. Declarant hereby declares that the real property within that certain plat entitled "Songbird Subdivision Phase 1" filed in plat records of Clark County, Washington on September 5, 2007, in Book 311, at Page 535, is owned and shall be owned, conveyed, hypothecated, encumbered, used, occupied and improved subjected to this Declaration."
- 4. The Declaration is hereby supplemented and amended by correcting the following provisions to read:
 - a. Article 6.28 (b)(iii) "A twenty (20') foot by fifty one and seventy-eight one hundredths (51.78') foot access and utilities easement on Lot 24 for the benefit of Lot 23 as shown on the plat of "Songbird Subdivision Phase 1" filed in plat records of Clark County, Washington, on September 5, 2007, in Book 311, at Page 535."
 - b. Article 6.28 (d)(i) "Lots 15, 16, 17 and 18 are served by an access easement identified as a Limited Common Area and the lots are subject to a reciprocal access easement for use by the Owners of the benefited Lots. The access easement shall be operated, maintained, replaced, and improved by the Association, but the entire cost, including reserves for future maintenance, repairs and replacement shall be assessed on an equal basis to the Owners of Lots 15, 16, 17 and 18."

IN WITNESS WHEREOF, Declarant has executed this Declaration on the date set forth above.

	Songbird, Inc.
	By: Kevin Wann, President
	Kevin wanii, Fresident
	Songbird Homeowners Association
	By:
	Kevin Wann, Board of Director
	Songbird Homeowners Association
	By: Mary Evenson, Board of Director
	Songbird Homeowners Association
	By: Un Reserved
	Elizabeth Kyser, Board of Director
STATE OF WASHINGTON)) ss.
County of Clark)
	ave satisfactory evidence that Kevin Wann is the person
who appeared before me, and sai	d person acknowledges that he signed this instrument,

I certify that I know or have satisfactory evidence that Kevin Wann is the person who appeared before me, and said person acknowledges that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledges it as the President of Songbird, Inc., to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Notary Public in and for the State of Washington Residing at Vancouver, Clark County.

My appointment expires: 64/06/10

STATE OF WASHINGTON)
County of Clark) ss.)
I 1	,•

I certify that I know or have satisfactory evidence that Kevin Wann is the person who appeared before me, and said person acknowledges that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledges it as a Board of Director of Songbird Homeowners Association, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.		
Dated: January 29th, 2008		
L'hamolh.		
Notary Public in and for the State of Washington		
Residing at Vancouver, Clark County.		
My appointment expires: 04/06/10		
STATE OF WASHINGTON)		
County of Clark) ss. 06-10 07 We shall be seen to be s		
I certify that I know or have satisfactory evidence that Mary Evenson is the		
person who appeared before me, and said person acknowledges that she signed this		
instrument, on oath stated that she was authorized to execute the instrument and		
acknowledges it as a Board of Director of Songbird Homeowners Association, to be the free and voluntary act of such party for the uses and purposes mentioned in the		

instrument.

Notary Public in and for the State of Washington Residing at Vancouver, Clark County.

My appointment expires:_



STATE OF WASHINGTON)
) ss
County of Clark)

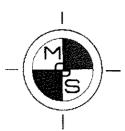
I certify that I know or have satisfactory evidence that Elizabeth Kyser is the person who appeared before me, and said person acknowledges that she signed this instrument, on oath stated that she was authorized to execute the instrument and acknowledges it as Board of Director of Songbird Homeowners Association, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: January 29, 2008

Notary Public in and for the State of Washington Residing at Vancouver, Clark County.

My appointment expires: 04/010/10





MINISTER-GLAESER SURVEYING INC.

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

Exhibit "A" April 25, 2007

PERIMETER DESCRIPTION **FOR** "SONGBIRD SUBDIVISION PHASE 2"

A parcel of land in the Southeast quarter of the Northeast quarter of Section 33, Township 3 North, Range 1 East, Willamette Meridian, Clark County, Washington, described as follows:

Beginning at the Southeast corner of the Southeast quarter of the Northeast quarter of said Section 33;

Thence North 01°38'33" East, for a distance of 657.64 feet to the Northeast corner of the South half of the Southeast quarter of the Northeast quarter of said Section 33;

Thence North 88°55'53" West, along the North line of said South half, for a distance of 329.80 feet to the Northeast corner of that certain tract of land conveyed to Marley B. Petersen, et ux, by Warranty Deed, recorded under Auditor's File No. 8601070061, records of Clark County, Washington;

Thence South 01°37'07" West, along the East line of said Petersen Tract, for a distance of 277.14 feet to the TRUE POINT OF BEGINNING;

Thence continuing South 01°37'07" West along said East line, for a distance of 350.79 feet to the North Right-of-Way Line of N.W. 109th Street;

Thence North 88°58'52" West, along said North Right-of-Way Line, for a distance of 377.16 feet;

Thence North 01°01'08" East, for a distance of 15.00 feet;

Thence North 46°16'22" East, for a distance of 35.20 feet;

Thence North 01°31'37" East, for a distance of 86.23 feet;

Thence North 43°49'10" West, for a distance of 20.56 feet;

Thence North 00°50'04" East, for a distance of 46.00 feet;

Thence South 89°09'56" East, for a distance of 40.97 feet;

Thence North 01°37'07" East, for a distance of 122.13 feet;

Thence South 89°07'15" East, for a distance of 186.03 feet;

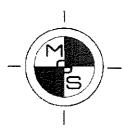
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Thence South 89°09'56" East, for a distance of 141.01 feet to the TRUE POINT OF BEGINNING.

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

The above description is an accurate description of the land actually surveyed.

Edmund Denny, Jr.
Professional Land Surveyor
Minister Glaeser Surveying, Inc.



MINISTER-GLAESER

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

(360) 694-3313

SURVEYING INC.

Exhibit "3"
June 27, 2007

PERIMETER DESCRIPTION FOR "SONGBIRD SUBDIVISION, PHASE 1"

A parcel of land in the Southeast quarter of the Northeast quarter of Section 33, Township 3 North, Range 1 East, Willamette Meridian, Clark County, Washington, described as follows:

Beginning at the Southeast corner of the Southeast quarter of the Northeast quarter of said Section 33;

Thence North 01°38'33" East, for a distance of 657.64 feet to the Northeast corner of the South half of the Southeast quarter of the Northeast quarter of said Section 33;

Thence North 88°55'53" West, along the North line of said South half, for a distance of 329.80 feet to the Northeast corner of that certain tract of land conveyed to Marley B. Petersen, et ux, by Warranty Deed, recorded under Auditor's File No. 8601070061, records of Clark County, Washington, said point being the TRUE POINT OF BEGINNING:

Thence South 01°37'07" West, along the East line of said Petersen Tract, for a distance of 277.14 feet to the Northeast corner of Lot 6 of "SONGBIRD SUBDIVISION PHASE 2" according to the plat thereof recorded in Book 311 of Plats at Page 507, records of Clark County, Washington:

Thence the following courses and distances along the perimeter of said "SONGBIRD SUBDIVISION PHASE 2";

Thence North 89°09'56" West, for a distance of 141.01 feet;

Thence South 01°37'07" West, for a distance of 41.03 feet;

Thence North 89°07'15" West, for a distance of 186.03 feet;

Thence South 01°37'07" West, for a distance of 122.13 feet;

Thence North 89°09'56" West, for a distance of 40.97 feet;

Thence South 00°50'04" West, for a distance of 46.00 feet;

Thence South 43°49'10" East, for a distance of 20.56 feet;

Thence South 01°31'37" West, for a distance of 86.23 feet;

Thence South 46°16'22" West, for a distance of 35.20 feet;

Thence South 01°01'08" West, for a distance of 15.00 feet to the North Right-of-Way Line of N.W. 109th Street;

Thence leaving said perimeter, North 88°58'52" West, along said North Right-of-Way Line, for a distance of 281.93 feet to the West line of said Petersen Tract;

Thence North 01°34'17" East, along said West line and the North extension thereof, for a distance of 643.37 feet to the Northwest corner of Parcel 3 of that certain tract of land conveyed to Songbird, Inc., by Statutory Warranty Deed, recorded under Auditor's File No. 4178663D, records of Clark County, Washington;

Thence South 89°30'52" East, along the North line of said Songbird Tract, for a distance of 59.70 feet;

Thence South 89°32'04" East, along said North line, for a distance of 102.97 feet;

Thence South 89°24'07" East, along said North line, for a distance of 127.55 feet;

Thence South 89°21'48" East, along said North line, for a distance of 24.50 feet;

Thence North 89°09'37" East, along said North line, for a distance of 30.43 feet;

Thence South 05°06'28" East, along said Songbird Tract, for a distance of 2.19 feet;

Thence South 89°06'44 East, along said North line, for a distance of 314.28 feet, to the Northeast corner thereof;

Thence South 01°37'07" West, along the East line of said Songbird Tract, for a distance of 17.63 feet to the TRUE POINT OF BEGINNING.

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

The above description is an accurate description of the land actually surveyed.

Edmund Denny, Jr.

Professional Land Surveyor
Minister Glasser Surveying In

Minister Glaeser Surveying, Inc.

WHEN RECORDED RETURN TO:

4331004 CCR
RecFee - \$92.00 Pages: 61 - CHICAGO TITLE INSURANCE 06/01/2007 10:57

NAME: Chicago Title	
ADDRESS: 1111 Main St Ste 200	
CITY,STATE,ZIP Vancouver, WA 98660	

Chicago Title Insurance Company

ORDER NO.:

K153473

DOCUMENT TITLE(s)	
 Declaration of Covenants, Conditions, and Restrictions of Song 	gbird
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REFERENCE NUMBER(s) OF DOCUMENTS ASSIGNED OR RE	LEASED:
☐ Additional reference numbers on page z	of document
1. AF 4329993	
2.	
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CD ANTODO (a) Class many all a South many all all all a	
GRANTOR(s): (last name, then first name and initials) 1. Songbird, Inc	
2. Wedgewood Homes, Inc	
2 CC Proposite Language ALIC	
Go Property Investments, LLC □additional names on page	of document
	or document
GRANTEE(s): (last name, then first name and initials)	
1. To the Public	
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□additional names on page	of document
TRUSTEE:	
1.	
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LEGAL DESCRIPTION (abbreviated: ie Lot, Block, Plat or Section, Bk 311 Pg 507	Township, Range)
Physical Physica 2	
Songbird Phase 2	
□additional legal description is on page	_of document
ASSESSOR'S PROPERTY TAX PARCEL ACCOUNT NUMBER(s)):
1. 188936-000	,
2.	
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□additional legal description is on page	of document
The Recorder will rely on the information provided on the form. The	e staff will not read the document to verify the n.
The Recorder will rely on the information provided on the form. The	·

AFTER RECORDING, RETURN TO:

Songbird, Inc. 11815 NE 99th St., Suite 1200 Vancouver, WA 98682

DECLARATION OF COVENANTS CONDITIONS AND RESTRICTIONS OF SONGBIRD

SONGBIRD, INC. WEDGEWOOD HOMES, INC GG PROPERTY INVESTMENTS, LLC

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DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR SONGBIRD

THIS DECLARATION is made this	day of	, 2007 by
SONGBIRD, INC., WEDGEWOOD		
INVESTMENTS, LLC.		

RECITALS

- A. The plat of Songbird Phase 2 (marketed as Songbird) has been filed in the plat records of Clark County, in Book ______ at Page _____ of Plat Records.
- B. The purpose of this Declaration is to establish certain covenants, conditions, restrictions and easements pertaining to Songbird and to provide for the ownership, maintenance and use of certain common areas that will be owned and operated by an owner's association for the benefit of all properties now or later made subject to this Declaration.
- C. Funds for the maintenance and operation of common areas generally will be provided through assessments against those who purchase property within Songbird, although to assist with the development of Songbird, Declarant may from time to time itself provide some improvements. For the protection of all Owners of property in Songbird, there will be a system designed to assure that each person who purchased property in Songbird will pay an equitable share of the moneys necessary for the maintenance and development of common areas.

NOW, THEREFORE, Declarant hereby declares that the property described in Article 2.1 below shall be held, sold and conveyed subject to the following easements, covenants, restrictions and charges, which shall run with such property and shall be binding upon all parties having or acquiring any right, title or interest in such property or any part thereof and shall inure to the benefit of each Owner thereof.

Definitions

As used in this Declaration, the terms set forth below shall have the following meanings:

- 1.1 <u>"Additional Property"</u> means any land, whether or not owned by Declarant that is made subject to this Declaration as provided in Article 2.2 below.
- 1.2 <u>"Additional Property Owners"</u> means the Owners of Lot 14, Wedgewood Homes, Inc. and GG Property Investments, LLC, that is made subject to this Declaration as provided in Article 17.1 below.
- 1.3 <u>"Architectural Review Committee" or "ARC"</u> means the committee appointed pursuant to Article 7.1 below.
- 1.4 <u>"Assessments"</u> means all assessments and other charges, fines and fees imposed by the Association on an Owner in accordance with this Declaration, the Bylaws of the Association or the provisions of RCW Chapter 64.38, including, without limitation, Annual Assessments, Special Assessments, Emergency Assessments, Limited Common Area Assessments and Individual Assessments as described in Article 10 below.
- 1.5 <u>"Association"</u> means the nonprofit corporation to be formed to serve as the Owners association as provided in Article 8 below, and its successors and assigns.
- 1.6 "Board of Directors" or "the Board" means the duly appointed or elected board of directors of the Association, which is invested with the authority to operate the Association and to appoint the officers of the Association. Prior to the Turnover Meeting, Declarant will appoint the Board of Directors. After the Turnover Meeting, the Board of Directors will be elected by the Owners.
- 1.7 <u>"Bylaws"</u> means the duly adopted bylaws of the Association set forth in the attached Exhibit A as the same may hereafter be amended or replaced.
- 1.8 "Common Areas" means those lots or tracts designated as such on any plat of the Property, or in this Declaration or any declaration annexing Additional Property to Songbird, including any Improvements thereon, and shall also include Common Easement Areas, Limited Common Areas and any Lots converted to Common Areas as provided in Article 3.2 below.
- 1.9 <u>"Common Easement Areas"</u> means those easements established for the benefit of all property within Songbird pursuant to this Declaration or any plat or declaration annexing Additional Property to Songbird.

- 1.10 "Common Maintenance Areas" means the Common Areas (except Limited Common Areas), Common Easement Areas, and any other areas designated in this Declaration or any declaration annexing Additional Property to Songbird as being maintained by the Association.
- 1.11 <u>"Declarant"</u> means Songbird, Inc., a Washington corporation, and its successors and assigns if such successor or assignee should acquire Declarant's interest in the remainder of the Initial Property, or less than all of such property if a recorded instrument executed by Declarant assigns to the transferee all of Declarant's rights under this Declaration.
- 1.12 <u>"Declaration"</u> means all of the easements, covenants, restrictions and charges set forth in this instrument, together with any rules or regulations promulgated hereunder, as the same may be amended or supplemented from time to time in accordance with the provisions hereof, including the provisions of any supplemental declaration annexing property to Songbird.
- 1.13 <u>"Design Guidelines"</u> means the guidelines adopted from time to time by the ARC pursuant to Article 7.1 below.
- 1.14 <u>"Songbird"</u> means the Initial Property (the plat of Songbird Phase 2) and any Additional Property.
- 1.15 "Improvement" means every structure or improvement of any kind, including, but not limited to, a fence, wall, driveway, swimming pool, storage shelter, mailbox and newspaper receptacles, or other product of construction efforts on or in respect to the Property.
- 1.16 "Initial Property" means the real property referred to in Article 2.1 below.
- 1.17 <u>"Limited Common Areas"</u> means those areas established for the exclusive use or enjoyment of certain Lots as designated in this Declaration or any declaration annexing property to Songbird.
- 1.18 "Living Unit" means a building or a portion of a building located upon a Lot within the Property and designated for separate residential occupancy.
- 1.19 "Lot" means a platted or partitioned lot within the Property, with the exception of any lot marked on a plat of the Property as being common or open space or so designated in this Declaration or the declaration annexing such property to Songbird. Lots do not include Common Maintenance Areas or Public Areas.
- 1.20 <u>"Mortgage"</u> means a mortgage or a trust deed, "mortgagee" means a mortgagee or a beneficiary of a trust deed, and "mortgagor" means a mortgagor or a grantor of a trust deed.

- 1.21 "Owner" means the person or persons, including Declarant, owning any Lot in the Property, but does not include a tenant or holder of a leasehold interest or a contract vendor or other person holding only a security interest in a Lot. The rights, obligations and other status of being an Owner commence upon acquisition of the ownership of a Lot and terminate upon disposition of such ownership, but termination of ownership shall not discharge an Owner from obligations incurred prior to termination.
- 1.22 "Property" means Songbird.
- 1.23 <u>"Public Areas"</u> means areas dedicated to the public or established for public use in any plat of the Property, or so designated in this Declaration or the declaration annexing such property to Songbird.
- 1.24 <u>"Rules and Regulations"</u> means those policies, procedures, rules and regulations adopted by the Association pursuant to the authority granted in this Declaration, as the same may be amended from time to time.
- 1.25 <u>"Sold"</u> means that legal title has been conveyed or that a contract of sale has been executed and recorded under which the purchaser has obtained the right to possession.
- 1.26 <u>"Turnover Meeting"</u> means the meeting called by Declarant pursuant to Article 8.7 below, at which Declarant will turn over administrative responsibility for the Property to the Association.

Property Subject to this Declaration

2.1	<u>Initial Property.</u> Declarant hereby declares that the real property within the certain plat
	entitled "Songbird Phase 2" filed in the plat records of Clark County, in Book
	at Page of Plat Records is owned and shall be owned, conveyed, hypothecated,
	encumbered, used, occupied and improved subject to this Declaration. At the time of the
	recording of this Declaration of Covenants, Conditions and Restrictions, it is Declarant's
	intent to annex the real property commonly known as "Songbird Phase 1", pursuant to the
	terms of 2.2 below.

- 2.2 Annexation of Additional Property. Declarant may from time to time and in its sole discretion annex to Songbird as Additional Property any real property now or hereafter acquired by it, and may also from time to time and in its sole discretion permit other holders of real property to annex the real property owned by them to Songbird. The annexation of such Additional Property shall be accomplished as follows:
 - a. The Owner or Owners of such real property shall record a declaration that shall be executed by or bear the approval of Declarant and shall, among other things, describe the real property to be annexed; establish land classifications for the Additional Property; establish any additional limitations, uses, restrictions, covenants and conditions that are intended to be applicable to such Additional Property; and declare that such property is held and shall be held, conveyed, hypothecated, encumbered, used, occupied and improved subject to this Declaration.
 - b. The Additional Property included in any such annexation shall thereby become a part of Songbird and subject to this Declaration, and the Declarant and the Association shall have and shall accept and exercise administration of this Declaration with respect to such property.
 - c. Notwithstanding any provision apparently to the contrary, a declaration with respect to any Additional Property may:
 - i. establish such new land classifications and such limitations, uses, restrictions, covenants and conditions with respect to such Additional Property as Declarant may deem to be appropriate for the development of the Additional Property.
 - ii. with respect to existing land classifications, establish additional or different limitations, uses, restrictions, covenants and conditions with respect to such property as Declarant may deem to be appropriate for the development of such Additional Property.

- d. There is no limitation on the number of Lots or Living Units that Declarant may create or annex to Songbird except as may be established by Clark County. Similarly, there is no limitation on the right of Declarant to annex common property, except as may be established by Clark County.
- e. Declarant does not agree to build any specific future Improvement, but does not choose to limit Declarant's right to add additional Improvements.
- f. Upon annexation to Songbird, additional Lots so annexed shall be entitled to voting rights as set forth in Article 8.3 below.
- g. The formula to be used for reallocating the common expenses if additional Lots are annexed and the manner of reapportioning the common expenses if additional Lots are annexed during a fiscal year are set forth in Article 10.8 below.
- 2.3 <u>Improvements.</u> Declarant does not agree to build any Improvements on the Property other than as required by Clark County, but may elect, at Declarant's option, to build additional Improvements.
- 2.4 Withdrawal of Property. Property may be withdrawn from Songbird only by duly adopted amendment to this Declaration, except that Declarant may withdraw all or a portion of the Initial Property or any Additional Property annexed pursuant to a declaration described in Article 2.2 above at any time prior to the sale of the first Lot in the plat of the Initial Property or, in the case of Additional Property, prior to the sale of the first Lot in the property annexed by the supplemental declaration, subject to the prior approval of Clark County. Such withdrawal shall be by a declaration executed by Declarant and recorded in the deed records of Clark County, Washington. If a portion of the Property is withdrawn, all voting rights otherwise allocated to Lots being withdrawn shall be eliminated, and the common expenses shall be reallocated as provided in Article 10.8 below. Such right of withdrawal shall not expire except upon sale of the first Lot within the applicable phase of the Property as described above.

Land Classifications

- 3.1 <u>Land Classifications Within Initial Property.</u> All land within the Initial Property is included in one or more of the following classifications:
 - a. Lots, which shall consist of Lots 1 through 39 of the plat of the Initial Property.
 - b. Common Areas to be maintained by the Association:
 - i. Tract "A" (stormwater pond);
 - ii. Subdivision Monument; and
 - iii. All street trees and landscaping located within the Public Right of Way the length of the southern edge of the plat of the Initial Property;
 - c. Public Areas, public streets and all other areas established as such in the plat of the Initial Property.
- 3.2 <u>Conversion of Lots to Common Areas.</u> Declarant may elect to build common facilities on one or more Lots and designate such Lots as Common Areas by a declaration recorded in the deed records of Clark County, Washington. Such declaration shall be executed by Declarant as Owner of the Lots.

Property Rights in Common Areas

- 4.1 Owners' Easements of Enjoyment. Subject to provisions of this Article, every Owner and his or her invitees shall have a right and easement of enjoyment in and to the Common Areas, which easement shall be appurtenant to and shall pass with the title to every Lot.
- 4.2 <u>Common Easement Areas.</u> Common Easement Areas shall be reserved for signage and associated landscape features. Such areas are to be maintained by the Association, and no changes in landscaping will be permitted within such areas without written authorization by the Board of Directors. No building, wall fence, paving, landscaping or construction of any type shall be erected or maintained by any Owner so as to trespass or encroach upon the Common Easement Areas.
- 4.3 <u>Title to Common Areas.</u> Title to the Common Areas shall be conveyed to the Association by Declarant, free and clear of monetary liens, on or before the Turnover Meeting.
- 4.4 Extent of Owners' Rights. The rights and easements of enjoyment in the Common Areas created hereby shall be subject to the following and to all other provisions of this Declaration:
 - a. <u>Association Easements.</u> Declarant grants to the Association for the benefit of the Association and all Owners of Lots within the Property the following easements over, under and upon the Common Maintenance Areas:
 - (i) An easement for underground installation and maintenance of power, gas, electric, water and other utility and communication lines and services installed by Declarant or with the approval of the Board of Directors of the Association and any such easement shown on any plat of the Property.
 - (ii) An easement for construction, maintenance, repair and use of such areas, including any common facilities thereon.
 - (iii) An easement for the purpose of making repairs to any existing structures on Common Areas.
 - b. <u>Public and Utility Easements.</u> The Common Areas shall be subject to such public and utility easements as may be established in any plat of the Property. In addition, Declarant or the Association may (and, to the extent required by law, shall) grant or assign such easements to municipalities or other utilities performing utility services and to communication companies, and the Association

may grant free access thereon to police, fire and other public officials and to employees of utility companies and communications companies serving the Property.

- Use of the Common Areas. Any Common Areas shall be used for the purposes C. set forth in any plat of the Property and not be partitioned or otherwise divided into parcels for residential use, and no private structure of any type shall be constructed on the Common Areas. Except as otherwise provided in this Declaration, any Common Areas shall be reserved for the use and enjoyment of all Owners and no private use may be made of the Common Areas, except as otherwise provided in this Declaration. Nothing herein shall prevent the placing of a sign or signs upon the Common Areas identifying the Property or identifying pathways or items of interest, signs restricting certain uses or warning signs, provided that such signs are approved by the Architectural Review Committee (ARC). The Board of Directors shall have authority to abate any trespass or encroachment upon the Common Areas at any time, by any reasonable means and with or without having to bring legal proceedings. A declaration annexing Additional Property may provide that the Owners of such Additional Property do not have the right to use a particular Common Area or facility located on such Common Area. In such case, those Owners will not be required to share in the costs of maintaining the facility, as is more particularly described in Article 10.8.
- d. Alienation of the Common Areas. The Association may not by act or omission seek to abandon, partition, subdivide, encumber, sell or transfer any Common Areas owned directly or indirectly by the Association for the benefit of the Lots unless the holders of at least eighty percent (80%) of the Class A Association voting rights and the Class B member (as defined in Article 8.3 below), if any, have given their prior written approval and unless approved by Clark County. The Association shall first offer to dedicate such property to Clark County. This provision shall not apply to the easements described in Article 4.4 above. The Association, upon approval in writing of at least two-thirds (66%) of the Class A Association voting rights and the Class B member, if any, and if approved by order or resolution of Clark County, may dedicate or convey any portion of the Common Areas to a park district or other public body.
- e. <u>Limitations on Use.</u> Use of any Common Areas by the Owners shall be subject to the provisions of this Declaration and to the following:
 - (i) The right of the Association to suspend such use rights of an Owner to the extent provided in Article 11 below.
 - (ii) The right of the Association to adopt, amend and repeal rules and regulations in accordance with this Declaration.
- 4.5 <u>Delegation of Use.</u> Any Owner may delegate, in accordance with the Bylaws of the Association, his or her right of enjoyment of any Common Areas to family members, Page 14 of 59

- tenants, invitees and guests, whose use shall be subject to this Declaration and the Rules and Regulations adopted under this Declaration.
- 4.6 Easements Reserved by Declarant. So long as Declarant owns any Lot, Declarant reserves an easement over, under and across any Common Areas to carry out sales and rental activities necessary or convenient for the sale or rental of Lots. In addition, Declarant hereby reserves to itself and for the Owners of Lots in all future phases of the Property a perpetual easement and right-of-way for access over, upon and across any Common Areas for construction, utilities, communication lines, drainage, and ingress and egress for the benefit of other property owned by Declarant and future phases of the Property. Declarant, for itself and its successors and assigns, hereby retains a right and easement of ingress and egress over, in, upon, under and across any Common Areas and the right to store materials thereon and to make such other use thereof as may be reasonably necessary or incident to the construction of the Improvements on the Property or other real property owned by Declarant; provided, however, that no such rights shall be exercised by Declarant in such a way as to unreasonably interfere with the occupancy of, use of, enjoyment of or access to an Owner's Lot by that Owner or his or her family, tenants, employees, guests or invitees.
- 4.7 <u>Limited Common Areas.</u> The respective Limited Common Areas (see Article 6.28 (b) (3) & (7) shall be subject to a reciprocal access easement for use by the Owners of the benefited Lots for vehicle access. Such areas shall be owned, operated, maintained, replaced and improved by the Association, but the entire cost thereof, including reserves for future maintenance, repairs and requirements, shall be assessed on an equal basis to the owners of Lots to which such Limited Common Areas pertain.

Property Rights In Lots

- 5.1 <u>Use and Occupancy.</u> The Owner of a Lot in the Property shall be entitled to the exclusive use and benefit of such Lot, except as otherwise expressly provided in this Declaration, but the Lot shall be bound by and each Owner and Declarant shall comply with the restrictions contained in Article 6 below, all other provisions of this Declaration and the provisions of any supplement or amendment to this Declaration.
- 5.2 <u>Easements Reserved.</u> In addition to any utility and drainage easements shown on any recorded plat, Declarant hereby reserves the following easements for the benefit of Declarant and the Association:
 - a. <u>Adjacent Common Maintenance Area.</u> The Owner of any Lot that adjoins or blends together visually with any Common Maintenance Area shall, if the Association elects from time to time to so require, permit the Association to enter upon the Lot to perform the maintenance of such Common Maintenance Area.
 - b. Right of Entry. Declarant, the ARC and any representative of the Association authorized by it may at any reasonable time, and from time to time at reasonable intervals, enter upon any Lot for the purpose of determining whether or not the use and/or Improvements of such Lot are then in compliance with this Declaration. No such entry shall be deemed to constitute a trespass or otherwise create any right of action in the Owner of such Lot.
 - c. <u>Utility Easements</u>. Easements for installation and maintenance of utilities and drainage facilities may be reserved over portions of certain Lots, as shown on any recorded plat. Within the easements, the ARC will not permit any structure, planting or other material to be placed or permitted to remain on the easement area if such structure, planting, or other material may damage or interfere with the installation or maintenance of utilities, change the direction of flow of drainage channels in the easements, or obstruct or retard the flow of water through drainage channels in the easements. The easement area of each Lot and all Improvements in it shall be maintained continuously by the Owner of the Lot, except for those Improvements for which a public authority or utility company is responsible.

General Use Restrictions

- 6.1 Structures Permitted. No building shall be erected, altered, placed or permitted to remain on any Lot other than one detached single-family dwelling not to exceed two stories, plus or including a basement, in height and a private garage for not more than three cars. However, the foregoing provisions shall not be interpreted to preclude construction of a private greenhouse, garden shed, private swimming pool, or a shelter or port for the protection of such swimming pool, or for the storage of a boat and/or a camping trailer kept for personal use, provided the location of such structures are in conformity with the applicable municipal regulations, and are compatible in design and decoration with the residence constructed on the Lot. Storage or accessory buildings (such as dog houses, tool sheds, firewood, garbage, barbecue type buildings or enclosures), non-portable or affixed outdoor furniture such as swings, back stops, picnic tables, barbecues, basketball hoops, arbors, jungle gyms, hot tubs, tree houses, etc., shall be reasonably screened from public and neighboring view. Storage or accessory buildings shall be constructed of the same materials and be of the same design as the Living Unit. ARC approval is required prior to construction of any structure. There shall be permitted during the course of Declarant's construction and selling of homes, a temporary sales office, mobile or otherwise, as long as needed, but in no case, longer than four (4) years from the date of recording the plat.
- 6.2 **Residential Use.** No Lot shall be used except for residential purposes, except that an Owner or occupant residing in the Living Unit may conduct business activities within the Living Unit so long as:
 - a. the existence or operation of the business activity is not apparent or detectable by sight, sound or smell from outside the Living Unit;
 - b. the business activity conforms to all zoning requirements for the Property;
 - c. the business activity does not involve persons coming onto the Property who do not reside on the Property or door-to-door solicitation of residents of the Property;
 - d. the business activity is consistent with the residential character of the Property and does not constitute a nuisance, or a hazardous or offensive use, or threaten the security or safety of other residents of the Property, as may be determined in the sole discretion of the Board. This provision however, shall not be construed so as to prevent or prohibit an Owner from maintaining his professional personal library, keeping his personal business or professional records or accounts, handling his personal business or professional telephone calls, or occasionally conferring with business or professional associates in his Living Unit. The use of Living Units as builder models and on-site sales offices for the primary purpose of obtaining presales within the Property shall be exempt from the above

restrictions.

- 6.3 Offensive or Unlawful Activities. No noxious or offensive activities shall be carried out upon the Property, nor shall anything be done or placed on the Property that interferes with or jeopardizes the enjoyment of the Property, or that is a source of annoyance to Owners or occupants. No unlawful use shall be made of the Property or any part thereof, and all valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction over the Property shall be observed. Owners and other occupants shall not engage in any abusive or harassing behavior, either verbal or physical, or any form of intimidation or aggression directed at other Owners, occupants, guests, or invitees, or directed at the managing agent, its agents or employees, or vendors.
- Animals. No animals, livestock or poultry of any kind shall be raised, bred or kept or permitted within any Lot other than a reasonable number of household pets kept largely indoors that are not kept, bred or raised for commercial purposes and that are reasonably controlled so as not to be a nuisance. Any inconvenience, damage or unpleasantness caused by such pets shall be the responsibility of their respective Owners. No animal shall be permitted to roam the Property unattended, and each dog shall be kept on a leash while outside a Lot or within a Common Easement Area. Dog runs and doghouses shall be fully screened or fenced from view from any other Lot, and shall not be visible from the street. All animals shall be controlled so as not to be a nuisance to any Owner. Any unrestrained or barking dog shall constitute a nuisance. An Owner or occupant may be required to remove a pet upon receipt of the third written notice from the Board of Directors of violations of any rule, regulation or restriction governing pets within the Property.
- 6.5 Maintenance of Structures. Each Owner shall maintain the Owner's Lot and Improvements thereon in a clean, neat, sightly and attractive condition, in good repair and in such fashion as not to create a fire or other hazard. Such maintenance shall include, without limitation, exterior painting, repair, replacement and care for roofs, gutters, downspouts, exterior building surfaces, walks, lights and the interior surface of perimeter fences and other exterior Improvements and glass surfaces. Living Units and outbuildings shall be painted as needed to maintain an attractive appearance. Roofs shall be kept clean and free of moss and debris. Exterior shakes shall be cleaned and restained every three (3) years or as determined by the Board of Directors. All repainting or re-staining, any change in type of roof or roof color and any exterior remodeling or changes shall be subject to prior review and approval by the ARC. Damage caused by fire, flood, storm, earthquake, riot, vandalism, or other causes shall likewise be the responsibility of each Owner and shall be restored within a reasonable period of time.
- Maintenance of Landscape. Each Owner shall maintain the landscaping and yard area of the Owner's Lot in an attractive manner and free from insects and diseases. Each Owner shall provide for timely replacement of lost plant life and bark dust, and trimming and pruning of plant material to prevent an overgrown look of the Owner's Lot. Yards and lawns must be kept free of weeds, watered and fertilized as needed to be kept green.

In order to protect the aesthetic quality of the community, any pre-existing living trees of greater than six inches in diameter may not be removed without written approval of the Architectural Control Committee. All landscaping on the lots, including any areas between the curb and the sidewalk, including trees, are to be maintained by the Lot owner.

- 6.7 **Parking.** The streets in front of the Lots shall not be used for the overnight parking of any vehicle and shall not be used for the storing of any boats, trailers, camper vehicles, trucks or other vehicles of any kind or nature. Further, no house trailer, recreational vehicle, camper, boat trailer, commercial vehicle or semi-truck of any type or any item whatsoever shall be stored or parked in the front yard or driveway portion of any Lot. Any such parking or storage areas must be behind the adjacent building line and behind a fence of at least five (5) feet in height with vehicles screened from public view. Not more than two motor vehicles shall be parked in the driveway or within the front setback of the Living Unit except for infrequent instances when guests are at the home. No parking of inoperable vehicles or dismantling of vehicles shall be permitted on any lot outside of a garage or other enclosed structure. The Board may adopt and maintain current rules and regulations concerning the parking and storage of vehicles on any Lot, or any portion, to provide for exceptions, and/or modifications to the conditions of this Article, as determined in the sole discretion of the Board. Any vehicle parked in violation of this Article can be towed or impounded as provided in Article 11.1(d) below.
- 6.8 Vehicles in Disrepair. No Owner shall permit any vehicle that is in a state of disrepair to be abandoned or to remain parked on the Owner's Lot (unless screened from view) or on the Common Area or any street for a period in excess of forty-eight (48) hours. A vehicle shall be deemed in a "state of disrepair" when the Board of Directors reasonably determines that its appearance (including, without limitation, rust, dents or primer) causes the vehicle to be unsightly as viewed from the public street or that the vehicle is not operable. Should any Owner fail to remove such vehicle within five (5) days following the date on which notice is mailed to him or her by the Association, the Association may have the vehicle removed from the Property and charge the expense of such removal to the Owner. Any vehicle parked in violation of this section can be towed or impounded as provided in Article 11.1 (d) below.
- 6.9 Signs. The temporary display of a "For Sale" sign on a Lot, not exceeding twenty four (24") inches high and thirty six (36') inches long, may be within the front-yard, or inside of a first floor, front, or street facing window of a residential Building Structure. "For Rent" and/or "For Lease" signs are prohibited. The restrictions contained in this paragraph shall not prohibit the temporary placement of "political" signs on any Lot by the Owner or Occupant, provided such signs are removed within three (3) days following the completion of the stated political event. Further, the restrictions contained in this paragraph shall not prohibit the temporary placement of construction and marketing related signage by the Declarant or its contractors. No sign of any kind, other than Declarant's marketing signs, or any Association signs for the common good of the

- Community, which have been previously approved by the Board of Directors, will be allowed on Common Areas. Declarant is not subject to the provisions of this Article.
- Rubbish, Trash and Storage. No part of the Property shall be used as a dumping ground for trash or rubbish of any kind. All garbage and other waste shall be kept in appropriate sanitary containers for proper disposal and out of public view, except during garbage pickup days. Yard rakings, dirt and other material resulting from landscaping work shall not be dumped onto Lots, streets, storm drains or Common Maintenance Areas. Should any Owner or occupant responsible for its generation fail to remove any trash, rubbish, garbage, yard rakings or any other such materials from any streets or the Property where deposited by such person within ten (10) days following the date on which notice is mailed to the Owner or occupant by the Board of Directors, the Association may have such materials removed and charge the expense of such removal to the Owner. Neither the front entry nor porch area nor the front yard are to be used for storage of personal or household goods. No trash and/or storage containers shall be visible from any adjacent street or neighboring Lot, and shall not be allowed to emit any odors or attract insects or rodents.
- 6.11 <u>Construction.</u> Construction of any dwelling shall be completed, including exterior decoration and landscaping, within nine (9) months from the date of start of construction. All Lots shall, prior to construction of the improvements thereon, be kept in a neat and orderly condition and free of brush, vines, weeds, and the grass thereon cut and mowed at sufficient intervals to prevent creation of a nuisance or fire hazard. Declarant is not subject to the provisions of this Article 6.11.
- 6.12 Landscape. The yards of all Lots shall be landscaped within ninety (90) days of transfer of ownership after completion of the Living Unit on the Lot. In all cases the front yard of a Lot shall be landscaped within ninety (90) days of the date the Living Unit has an occupancy permit issued, weather permitting. Landscaping shall, at a minimum, consist of planting areas, areas mulched with bark dust, lawn covering at least forty percent (40%) of the yard area, and a finished look. No artificial vegetation, exterior sculpture, fountains, and similar items shall be permitted in the front yard of any Lot unless approved by the ARC. All landscaping on the Lot, including any landscaping between the curb and the sidewalk shall be maintained by the Owner. Declarant is not subject to the provisions of this Article 6.12.
- 6.13 <u>Temporary Structures.</u> No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuildings shall be used on any Lot at any time as a residence either temporarily or permanently.
- 6.14 **Fences.** For reasons of aesthetics and visibility, no fencing shall be allowed in the front yard of any Lot. ARC approval is required for all fences.
- 6.15 <u>Service Facilities; Basketball Equipment.</u> Clotheslines, garbage cans, mechanical equipment, and other similar items shall be located or screened, so as to be concealed from view of neighboring property owners and the street. All rubbish, trash, and garbage Page 20 of 59

shall be stored in appropriate containers and shall regularly be removed from the Lots and shall not be allowed to accumulate thereon. No overhead wire or service drop for the distribution of electric energy or for telecommunication purposes, nor any pole, tower, or other structure supporting said shall be permitted within the Property. All Owners shall use underground service wires to connect to the underground electric, CATV, or telephone utility facilities provided. No permanent basketball hoops shall be placed in the front area of any Lot. Portable basketball hoops may not be used in the street or any public right of way, including private streets and public or private sidewalks. The ARC must approve in writing, prior to installation, the exterior location of any heating and/or air conditioning compressors or heat pumps. Said locations must take into consideration the noise and view from adjacent Homes, common areas or streets. No window air conditioners will be installed or approved by the ARC. Declarant is not subject to the provisions of this Article 6.15.

- Antennas and Satellite Dishes. No Owner may erect or maintain a television or radio receiving or transmitting antenna, satellite dish or similar implement or apparatus, or solar collector panels or equipment upon any Lot without the prior written consent of the ARC. Placement shall be restricted to building surfaces not considered part of the front of the residence. No installations shall be lower than the first level ceiling height. The preferred location shall be the barge rafter or gabled ends of any living unit. Exterior satellite dishes with a surface diameter of eighteen (18) inches or less may be placed on any Lot so long as they are not visible from the street and are screened from all neighboring Homes or otherwise approved by the ARC. Approved installation locations shall in no way violate current FCC rules or regulations concerning said installation locations. The authority of the ARC in this matter shall be subject to any regulations issued by the Federal Communications Commission ("FCC") or any other applicable governmental authority.
- 6.17 Exterior Lighting or Noisemaking Devices. Except with the consent of the ARC, no exterior lighting or noisemaking devices shall be installed or maintained on any Lot, other than as originally installed by the builder of the home and security and fire alarms. Seasonal holiday lighting and decorations are permissible if consistent with any applicable rules and regulations and if removed within thirty (30) days after the celebrated holiday.
- 6.18 **Pest Control.** No Owner shall permit any thing or condition to exist upon any portion of the Property that will induce, breed or harbor infectious plant or animal diseases or noxious insects or vermin.
- 6.19 Owner's Obligation. The Owner of a Lot will be responsible for any necessary grading, drainage, or retaining walls. Declarant shall not be responsible for any of the cost thereof. Each Owner of a Lot will be responsible for keeping roadways and adjoining Lots clean and free of debris (and roadways free of mud) arising from construction, landscaping, or maintenance activities on their Lot.

- 6.20 <u>Siding.</u> All exterior walls facing streets shall be of a lap style siding or better. T-1-11 or similar type materials are not permitted on any street facing wall. Any unbroken wall of greater than twenty (20) feet in length on any level which faces a street will have at least one window of at least sixteen (16) square feet.
- 6.21 Retaining Walls. Retaining walls may have been constructed within the Property (the "Retaining Walls"). The Retaining Walls are not in all cases located on a Lot or Common Area line. The location of a Retaining Wall (or the construction by an Owner of any improvements on or near the Retaining Wall) shall not constitute evidence of the intended location of a Lot line, or provide grounds for any claim of adverse possession or prescriptive easement. Each Lot upon which any portion of a Retaining Wall is located shall be subject to an easement, for the benefit of all other Lots, for the purposes of support by and natural drainage from such Retaining Wall. Retaining Walls may or may not have been designed by a professional engineer, and no Owner shall take any action to add, construct or place any improvement on the Lot so that it may, in the judgment of the Association: result in disturbance of, weakening of, or damage to the Retaining Walls; increase any engineered load or alter design criteria; or cause damage to the wall and surrounding properties. Any improvements on Lot will need prior approval of ARC. Regardless of such approval, any Lot Owner who takes such action shall be responsible for all resulting costs of repair and restoration of the Retaining Wall. Otherwise, neither the Association nor any other Owner shall have any affirmative obligation to maintain or repair the Retaining Walls. However, should they elect to do so, the Association, any Owner whose Lot is adjacent to a Retaining Wall, and their duly authorized agents and representatives, shall have the right to enter the property upon which any portion of a Retaining Wall is located for the purpose of making any necessary repair to or maintenance of the Retaining Wall.
- 6.22 **Firearms.** The discharge of firearms within the Property is prohibited. The term "firearms" includes "B-B" guns, pellet guns, and other firearms of all types, regardless of size.
- 6.23 <u>Easements</u>. Easements for the installation of utilities are reserved and shown on the plat. The area included within such easements shall be maintained by the adjacent Lot Owners in as attractive and well condition as the remainder of the Lots.
- 6.24 <u>Construction and Sale Period.</u> So long as Declarant owns any property in the community for development and/or sale, the restrictions set forth in this Article 6 shall not be applied or interpreted so as to prevent, hinder, or interfere with development, construction and sales activities of Declarant.
- 6.25 Rules and Regulations. The Association, from time to time, may adopt, modify, or revoke such nondiscriminatory Rules and Regulations governing the conduct of persons and the operation and use of the Property as it may deem necessary or appropriate to ensure the peaceful and orderly use and enjoyment of the Property. A copy of the Rules and Regulations, upon adoption, and a copy of each amendment, modification, or

revocation thereof, shall be delivered by the Board of Directors promptly to each Owner. The Rules and Regulations may be adopted by the Board of Directors, except as may be otherwise provided in the Bylaws of the Association.

- 6.26 Prohibition Against Speculative Practices. Declarant finds that it is in the best interests of Owners, if Declarant is able to efficiently market the Lots in the subdivision, thereby ensuring that no home or Lot remains vacant for an unnecessary period of time. Declarant further finds that it is in the best interest of Owners if a stable ownership environment is created, thereby creating a strong neighborhood and homeowners association. In order to achieve these goals, the following provision is hereby adopted to limit the speculative purchase of Lots in the subdivision with the intent of selling the homes in a short period after purchase. No Owner shall enter into or agree to enter into an agreement for: the purchase and sale; a lease with option to purchase; an option; or like agreement to convey their Lot or an interest therein, during the period commencing from the closing of the Owner's purchase of the Lot from Declarant and ending twelve (12) months after the closing of the purchase or the completion of the house and issuance of an occupancy permit, whichever period is later. The terms of this provision shall not apply to Declarant, nor shall the terms of this provision apply to:
 - a. members of the armed forces or National Guard who have been called to active duty or who have been reassigned/transferred to a duty station that is more than fifty (50) miles from their current assignment;
 - b. Owners who have lost their employment during the twelve (12) month prohibition period;
 - c. Owners who have been transferred by their employer to a location that is more than fifty (50) miles from their current assignment;
 - d. Owners who are relocating due to illness or the death or illness of an immediate family member; or
 - e. Owners who, in Declarant's sole discretion, are found by Declarant to be suffering under a financial hardship not covered by items (a-d) above, such that waiving the application of this provision to said Owner would be warranted.

An Owner desiring to transfer an interest in their lot shall give Declarant ten (10) business day's notice of their intent. If an interest in a Lot is transferred in violation of this provision, then the seller of said Lot shall pay the net proceeds realized from the transfer to the Boys and Girls Club of Southwest Washington or any other 501(c)(3) charity selected by Declarant. Declarant, the Association, or any member thereof, may seek injunctive relief to enforce the terms of this agreement. This provision shall not be interpreted as limiting the right of an Owner to encumber their lot by way of a mortgage or deed of trust, nor shall it apply in any way that might limit the right of a lender or beneficiary of a mortgage or deed of trust, from exercising any rights provided under the

- security agreement or as provided by law. This provision shall also not apply to the perfection or foreclosure of a mechanic's lien.
- 6.27 Prohibition Against Leasing. No Owner shall enter into or agree to lease, either for a fixed term, from month to month, or lease with an option to purchase, their Lot, a portion of the Lot, the house constructed on the Lot, a room in said house, or any portion thereof, during the period commencing from the closing of the Owner's purchase of the Lot and/or Lot and house, from Declarant, and ending twelve (12) months after the closing of the purchase or the completion of the house and issuance of an occupancy permit, whichever period is later, without first obtaining Declarant's written consent to said lease. If an Owner desires to enter into a lease, then they shall submit the proposed lease to Declarant, who shall have the right to approve or disapprove the lease, in Declarant's sole discretion. Declarant shall approve requests for members of the armed forces or National Guard who have been called to active duty or who have been reassigned/transferred to a duty station that is more than fifty (50) miles from their current assignment.
- 6.28 **Lot, Site & Plat Disclosures for Songbird.** The following disclosures are applicable to the Initial Property:
 - a. <u>Tracts:</u> Tract "A" is a storm pond dedicated to Clark County and maintained by the Association. Songbird, Inc., has a two (2) year warranty on the storm pond until turned over to the Association by Clark County.

b. Easements:

- (i) A fifteen (15') foot storm drain easement is located along the eastern property line of Lots 5-8 and is dedicated to Clark County;
- (ii) A ten (10') foot storm drain easement is located along the southern property line of Lot 9 and is dedicated to Clark County;
- (iii) A twenty (20') foot by fifty-one and seventy-eight one hundredths (51.78') foot access and utilities easement along the eastern property line of Lot 23 exists for the benefit of Lot 24;
- (iv) A ten (10') foot wide private storm easement across the northern property line of Lots 28-33 exists for the benefit of Lots 28-39;
- (v) A ten (10') foot wide private storm easement across the western edge of Lots 20, 21 and 22, exists for the benefit of Lots 20, 21 and 22;
- (vi) A ten (10') foot wide private storm easement along the southern edge of Lot 21 and the northern edge of Lot 22 exists for the benefit of Lots 21 and 22;

- (vii) A fifteen (15') foot wide sanitary sewer easement is located along the northern property line of Lot 20 and is dedicated to Clark Regional Waste Water District;
- (viii) A twenty (20') foot wide access and utilities easement along the eastern edge of Lots 17 and 18 and the western edge of Lots 15 and 16 for the benefit of Lots 15, 16, 17, and 18;
- (ix) A five (5') foot wide signage and landscape easement on the southeastern corner of Lot 27 and the southwestern corner of Lot 1 for the benefit of the Declarant; and
- (x) A five (5') foot wide landscape easement along the back edge of Lots 1, 2, 3, 4, 24, 25, 26, and 27 for the benefit of the Homeowner's Association.

c. Fencing and Vehicular Sight Clearance:

- (i) Fencing shall be placed at least three (3') feet behind the corners of the Living Unit and shall be no more than six (6') feet in height, and constructed of capped number 1 Cedar with the good side facing out. Lot owners shall stain their fences after curing, within three (3) to six (6) months following installation. Thereafter, fences shall be cleaned and/or stained every three (3) years or as determined by the Board of Directors. Placement of all fencing must be approved by the ARC;
- (ii) Fencing is allowed within Clark County's required minimum side yard setback at no more than six (6') feet in height. However, no fence, landscaping, or other encumbrance may encroach on the required vehicular vision clearance setback of eighty (80') feet from the center of any intersection. This will apply to Lots 1, 5, 11, 27, 28, 33, 34, and 39;
- (iii) The street side yard setback for Lots 1, 6, 11, 27, 28, 33, 34, and 39 shall be ten (10') feet;
- (iv) Rear yard setback shall be ten (10') feet for Lots 1, 2, 3, 4, 25, 26, and 27; and
- (v) All other front and side setbacks shall be five (5') feet.

d. Joint Access/Fees:

(i) Lots 15, 16, 17, and 18 are served by an access easement identified as Limited Common Areas and subject to reciprocal access easement for use by the Owners of the benefited Lots. The access easement shall be operated, maintained, replaced, and improved by the Association, but the

- entire cost, including reserves for future maintenance, repairs and replacement shall be assessed on an equal basis to the Owners of Lots 23 and 24.
- (ii) Lots 23 and 24 are served by an access easement identified as Limited Common Areas and subject to reciprocal access easement for use by the Owners of the benefited Lots. The access easement shall be operated, maintained, replaced, and improved by the Association, but the entire cost, including reserves for future maintenance, repairs and replacement shall be assessed on an equal basis to the Owners of Lots 23 and 24.
- e. <u>Miscellaneous Disclosures:</u> Mobile homes are not proposed and therefore are not permitted on any Lot in Songbird.

Architectural Review Committee (ARC)

- 7.1 Architectural Review. No Improvement shall be commenced, erected, placed or altered on any Lot until the construction plans and specifications showing the nature, shape, heights, materials, colors and proposed location of the Improvement have been submitted to and approved in writing by the ARC, except that Declarant shall not be required to obtain such approval for Improvements commenced, erected, placed or altered by Declarant. The building plans to be submitted shall consist of one complete set of plans and specifications in the usual form showing insofar as appropriate:
 - a. the size and dimensions of the Improvements;
 - b. the exterior design;
 - c. approximate exterior color scheme;
 - d. location of Improvements on the Lot, including setbacks, driveway and parking areas; and
 - e. location of existing trees to be removed.

These plans and specifications shall be left with the ARC until sixty (60) days after notice of completion has been received by the ARC. This is for the purpose of determining whether, after inspection by the ARC, the Improvement complies substantially with the plans and specifications that were submitted and approved. The ARC is not responsible for determining compliance with structural and building codes, solar ordinances, zoning codes or any other governmental regulations, all of which are the responsibility of the applicant. The procedure and specific requirements for review and approval of construction may be set forth in Design Guidelines adopted from time to time by the ARC. The ARC may charge a reasonable fee to cover the cost of processing an application. In all cases in which the ARC's consent is required by this Declaration, the provisions of this Article shall apply, except that this Article shall not apply to construction by Declarant.

7.2 Committee Decision. The ARC shall render its decision with respect to a construction proposal within thirty (30) working days after it has received all material required by it with respect to the application. In the event the ARC fails to render its approval or disapproval within forty-five (45) working days after the ARC has received all material required by it with respect to the proposal, or if no suit to enforce this Declaration has been commenced within one (1) year after completion of the improvements on the Lot thereof, approval will not be required and the related provisions of this Declaration shall be deemed to have been fully complied with.

- 7.3 Committee Discretion. The ARC may, at its sole discretion, withhold consent to any proposed work if the ARC finds the proposed work would be inappropriate for the particular Lot or incompatible with the Design Guidelines or design standards that the ARC intends for Songbird. It is the intent and purpose of this Declaration to ensure quality of workmanship and materials, to ensure harmony of external design with the existing Improvements and with respect to topography and finished grade elevations and to ensure compliance with the setback requirements contained in the conditions of approval of Clark County or the City of Vancouver. Considerations such as siting, shape, size, color, design, materials, height, solar access, screening, impairment of the view from other Lots, or other effect on the enjoyment of other Lots or the Common Area, disturbance of existing terrain and vegetation, and any other factors that the ARC reasonably believes to be relevant may be taken into account by the ARC in determining whether or not to consent to any proposed work.
- Membership: Appointment and Removal. The ARC shall consist of as many persons, but not less than two, as Declarant may from time to time appoint. Declarant may, at its discretion, remove any member of the ARC from office at any time and may appoint new or additional members at any time. The Association shall keep on file at its principal office a list of the names and addresses of the members of the ARC. Declarant may at any time delegate to the Board of Directors of the Association the right to appoint or remove members of the ARC. In such event, or in the event Declarant fails to appoint an ARC, the Board of Directors shall assume responsibility for appointment and removal of members of the ARC, or, if it fails to do so, the Board of Directors shall serve as the ARC.
- 7.5 <u>Majority Action.</u> Except as otherwise provided in this Declaration, a majority of the members of the ARC shall have the power to act on behalf of the ARC, without the necessity of a meeting and without the necessity of consulting the remaining members of the ARC. The ARC may render its decision only by written instrument setting forth the action taken by the consenting members.
- 7.6 <u>Liability.</u> Neither the ARC nor any member thereof shall be liable to any Owner, occupant, builder or developer for any damage, loss or prejudice suffered or claimed on account of any action or failure to act of the ARC or a member of the ARC, and the Association shall indemnify the ARC and its members therefrom, provided only that the member has, in accordance with the actual knowledge possessed by him or her, acted in good faith.
- 7.7 Nonwaiver. Consent by the ARC to any matter proposed to it or within its jurisdiction shall not be deemed to constitute a precedent or waiver impairing its right to withhold approval as to any similar matter thereafter proposed or submitted to it for consent.
- 7.8 Appeal. At any time after Declarant has delegated appointment of the members of the ARC to the Board of Directors pursuant to Article 7.4, any Owner adversely affected by action of the ARC may appeal such action to the Board of Directors. Appeals shall be

made in writing within ten (10) days of the ARC's action and shall contain specific objections or mitigating circumstances justifying the appeal. A final, conclusive decision shall be made by the Board of Directors within fifteen (15) working days after receipt of such notification.

- 7.9 Effective Period of Consent. The ARC's consent to any proposed work shall automatically be revoked one (1) year after issuance unless construction of the work has been substantially commenced in the judgment of the ARC and thereafter diligently pursued, or unless the Owner has applied for and received an extension of time from the ARC.
- 7.10 Estoppel Certificate. Within fifteen (15) working days after written request is delivered to the ARC by any Owner, and upon payment to the ARC of a reasonable fee fixed by the ARC to cover costs, the ARC shall provide such Owner with an estoppel certificate executed by a member of the ARC and acknowledged, certifying with respect to any Lot owned by the Owner, that as of the date thereof, either
 - a. all Improvements made or done upon or within such Lot by the Owner comply with this Declaration; or
 - b. such Improvements do not so comply, in which event the certificate shall also identify the non-complying Improvements and set forth with particularity the nature of such noncompliance.

Any purchaser from the Owner, and any mortgagee or other encumbrance, shall be entitled to rely on such certificate with respect to the matters set forth therein, such matters being conclusive as between Declarant, the ARC, the Association and all Owners, and such purchaser or mortgagee.

7.11 Enforcement. If during or after the construction the ARC finds that construction does not comply with the approved plans, the ARC may require conforming changes to be made or that construction be stopped. The cost of any required changes shall be borne by the Owner. The ARC shall have the power and authority to order any manner of changes or complete removal of any Improvement, alteration or other activity for which prior written approval from the ARC is required and has not been obtained or waived in writing. If an Owner fails to comply with an order of the ARC, then, subject to the Owner's right of appeal under Article 7.8, either the ARC or the Association may enforce compliance in accordance with the procedures set forth in Article 11.1 below.

Association

Before conveyance of the first Lot, Declarant shall organize an association of all of the Owners within Songbird. Such Association, and its successors and assigns, shall be organized as a Washington nonprofit corporation under the name "Songbird Homeowner Association" and shall have such property, powers and obligations as are set forth in this Declaration for the benefit of the Property and all Owners of Lots located therein.

- 8.1 Organization. The Articles of Incorporation of the Association shall provide for its perpetual existence and no dissolution of the Association shall occur without a public hearing before the Hearings Officer and approval of Clark County. However, in the event the Association is at any time dissolved, whether inadvertently or deliberately, it shall automatically be succeeded by an unincorporated association of the same name. In that event, the assets of the Association shall be dedicated to a public body, or all of the property, powers and obligations of the incorporated Association existing immediately prior to its dissolution shall thereupon automatically vest in the successor unincorporated association, and such vesting shall thereafter be confirmed as evidenced by appropriate conveyances and assignments by the incorporated association. To the greatest extent possible, any successor unincorporated association shall be governed by the Articles of Incorporation and Bylaws of the Association as if they had been made to constitute the governing documents of the unincorporated association.
- 8.2 <u>Membership.</u> Every Owner of one or more Lots within the Property shall, immediately upon creation of the Association and thereafter during the entire period of such Owner's ownership of one or more Lots within the Property, be a member of the Association. Such membership shall commence, exist and continue simply by virtue of such ownership; shall expire automatically upon termination of such ownership; and need not be confirmed or evidenced by any certificate or acceptance of membership.
- 8.3 <u>Voting Rights.</u> The Association shall have two classes of voting membership:
 - a. <u>Class A.</u> Class A members shall be all Owners with the exception of the Class B member and shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any Lot.
 - b. Class B. The Class B member shall be Declarant and shall be entitled to ten (10) votes for each Lot owned by Declarant. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:

- (i) When all of the Lots of Songbird and any annexed properties have been sold and conveyed to Owners other than a successor Declarant;
- (ii) The expiration of five (5) years after the closing of the sale of the first Lot to an Owner other than a successor Declarant; or
- (iii) At such earlier time as Declarant may elect in writing to terminate Class B membership.
- 8.4 <u>General Powers and Obligations.</u> The Association shall have, exercise and perform all of the following powers, duties and obligations:
 - a. The powers, duties and obligations granted to the Association by this Declaration;
 - b. The powers and obligations of a nonprofit corporation pursuant to the general nonprofit corporation laws of the State of Washington;
 - c. The powers, duties and obligations of a homeowner's association pursuant to the general nonprofit corporation laws of the State of Washington; and
 - d. Any additional or different powers, duties and obligations necessary or desirable for the purpose of carrying out the functions of the Association pursuant to this Declaration or otherwise promoting the general benefit of the Owners within the Property.

The powers and obligations of the Association may from time to time be amended, repealed, enlarged or restricted by changes in this Declaration made in accordance with its provisions, accompanied by changes in the Articles of Incorporation or Bylaws of the Association made in accordance with such instruments and with the nonprofit corporation laws of the State of Washington.

- 8.5 **Specific Powers and Duties.** The powers and duties of the Association shall include, without limitation, all of the following:
 - a. <u>Maintenance and Services.</u> The Association shall provide maintenance and services for the Property as provided in Article 9 and other provisions of this Declaration.
 - b. <u>Insurance.</u> The Association shall obtain and maintain in force policies of insurance as provided in this Declaration or the Bylaws of the Association.
 - c. <u>Rulemaking.</u> The Association shall make, establish, promulgate, amend and repeal Rules and Regulations as provided in Article 6.25 of this Declaration.
 - d. <u>Assessments.</u> The Association shall adopt budgets and impose and collect Assessments as provided in Article 10 of this Declaration.

- e. <u>Enforcement.</u> The Association shall perform such acts, whether or not expressly authorized by this Declaration, as may be reasonably necessary to enforce the provisions of this Declaration and the Rules and Regulations adopted by the Association, including, without limitation, enforcement of the decisions of the ARC. Nothing in this Declaration shall be construed as requiring the Association to take any specific action to enforce violations.
- f. Employment of Agents, Advisers and Contractors. The Association, through its Board of Directors, may employ the services of any person or corporation as managers; hire employees to manage, conduct and perform the business. obligations and duties of the Association; employ professional counsel and obtain advice from such persons or firms or corporations such as, but not limited to. landscape architects, architects, planners, lawyers and accountants; and contract for or otherwise provide for all services necessary or convenient for the management, maintenance and operation of the Property; provided, however, the Association may not incur or commit to incur legal fees in excess of \$5,000.00 for any specific litigation or claim matter unless the Owners have enacted a resolution authorizing the incurring of such fees by a vote of seventy-five (75%) percent of the voting rights present in person or by absentee ballot or proxy at a meeting at which a quorum is constituted. This limitation shall not be applicable to legal fees incurred in defending the Association or the Board of Directors from claims or litigation brought against them. The limitation set forth in this paragraph shall increase by \$1,000.00 on each fifth (5th) anniversary of the recording of this Declaration.
- g. Borrow Money, Hold Title and Make Conveyances. The Association may borrow and repay moneys for the purpose of performing its duties under this Declaration, and subject to Article 4.4(d) above, encumber the Common Areas as security for the repayment of such borrowed money. The Association may acquire, hold title to and convey, with or without consideration, real and personal property and interests therein, including, but not limited to, easements across all or any portion of the Common Area, and shall accept any real or personal property, leasehold or other property interests within Songbird conveyed to the Association by Declarant.
- h. <u>Transfer, Dedication and Encumbrance of Common Area.</u> Except as otherwise provided in Article 4.4(d) above, the Association may sell, transfer or encumber all or any portion of the Common Area to a person, firm or entity, whether public or private, and dedicate or transfer all or any portion of the Common Area to any public agency, authority, or utility for public purposes.
- i. <u>Create Classes of Service and Make Appropriate Charges.</u> The Association may, in its sole discretion, create various classes of service and make appropriate Individual Assessments (See Article 10.7) or charges therefore to the users of such services, including, but not limited to, reasonable admission and other fees

for the use of any and all recreational facilities situated on the Common Areas, without being required to render such services to those of its members who do not assent to such charges and to such other Rules and Regulations as the Board of Directors deems proper. In addition, the Board of Directors shall have the right to discontinue any service upon nonpayment of Assessments or to eliminate any service for which there is no demand or for which there are inadequate funds to maintain the same.

- j. <u>Implied Rights and Obligations.</u> The Association may exercise any other right or privilege reasonably to be inferred from the existence of any right or privilege expressly given to the Association under this Declaration or reasonably necessary to effectuate any such right or privilege.
- 8.6 Liability. Neither a member of the Board of Directors nor an officer of the Association shall be liable to the Association, any Owner, or any third party for any damage, loss or prejudice suffered or claimed on account of any action or failure to act in the performance of his duties, so long as the individual acted in good faith, believed that the conduct was in the best interests of the Association, or at least was not opposed to its best interests, and in the case of criminal proceedings, had no reason to believe the conduct was unlawful. In the event any member of the Board of Directors or any officer of the Association is threatened with or made a party to any proceeding because the individual was or is a director or officer of the Association, the Association shall defend such individual against such claims and indemnify such individual against liability and expenses incurred to the maximum extent permitted by law. The managing agent of the Association, and its officers and employees, shall not be liable to the Association, the Owners, or any third party on account of any action or failure to act in the performance of its duties as managing agent, except for acts of gross negligence or intentional acts, and the Association shall indemnify the managing agent and its officers and employees from any such claims, other than for gross negligence or intentional misconduct.
- 8.7 Interim Board: Turnover Meeting. Declarant shall have the right to appoint an interim board of one to three directors, who shall serve as the Board of Directors of the Association until replaced by Declarant or until their successors take office at the Turnover Meeting following termination of Class B membership. Declarant shall call a meeting of the Association for the purpose of turning over administrative responsibility for the Property to the Association not later than ninety (90) days after termination of the Class B membership in accordance with Article 8.3, above. At the Turnover Meeting the interim directors shall resign and their successors shall be elected by the Owners, as provided in this Declaration and in the Bylaws of the Association. If Declarant fails to call the Turnover Meeting required by this section, any Owner or mortgagee of a Lot may call the meeting by giving notice as provided in the Bylaws.
- 8.8 <u>Contracts Entered into by Declarant or Before Turnover Meeting.</u> Notwithstanding any other provision of this Declaration, any management contracts, service contracts or employment contracts entered into by Declarant or the Board of Directors on behalf of

the Association before the Turnover Meeting shall have a term of not more than three (3) years. In addition, any such contract shall provide that it may be terminated without cause or penalty by the Association or Board of Directors upon not less than thirty (30) days' notice to the other party given not later than sixty (60) days after the Turnover Meeting.

Maintenance, Utilities and Services

- 9.1 Maintenance and Lighting of Common Maintenance Areas. The Association may provide exterior lighting for and shall perform all maintenance upon any Common Maintenance Areas, including, but not limited to, landscaping, irrigation, walking paths, private roads, entrance monuments, gates, fences, walls, signs, parking areas, storm pond, walkways and trails, unless the maintenance thereof is assumed by a public body. Such areas shall be maintained in an attractive condition and in a good and workmanlike manner to render them fit for the purposes for which they are intended.
- 9.2 <u>Maintenance of Utilities.</u> The Association shall perform or contract to perform maintenance of all private utilities within any Common Maintenance Areas, such as sanitary sewer service lines, domestic water service lines and storm drainage lines, except to the extent such maintenance is performed by the utilities furnishing such services. The Association shall not be liable for any interruption or failure of such services. Each Owner shall be responsible for maintaining utility lines within his Lot other than those serving any Common Maintenance Areas.
- 9.3 Security. The Association may, but shall not be obligated to, maintain or support certain activities within the Property designed to make the Property safer than it otherwise might Neither the Association, any managing agent retained by the Association. Declarant, nor any successor Declarant shall in any way be considered insurers or guarantors of security within the Property, nor shall any of them be held liable for any loss or damage by reason of failure to provide adequate security or of ineffectiveness of security measures undertaken. No representation or warranty is made that any fire protection system, burglar alarm system or other security system cannot be compromised or circumvented, nor that any such systems or security measures undertaken will in all cases prevent loss or provide the detection or protection for which the system is designed or intended. Each Owner acknowledges, understands and covenants to inform its tenants that the Association, its Board of Directors and ARCs, any managing agent retained by the Association, Declarant, and any successor Declarant are not insurers and that each person using the Property assumes all risks for loss or damage to persons, to property and to the contents of Lots resulting from acts of third parties and releases such parties from any liability therefore.
- 9.4 <u>Services.</u> The Association shall provide or contract for such services as the Board may reasonably deem to be of benefit to the Property, including, without limitation, landscape services, garbage and trash removal for Common Areas and security services.

- Owner's Responsibility. Except as otherwise provided in this Declaration or by written 9.5 agreement with the Association, all maintenance of the Lots and Improvements thereon as provided in Article 6.5 above shall be the sole responsibility of the Owner thereof, who shall maintain such Lot and the portion of the street right-of-way between the Lot and the street in a neat and attractive condition in accordance with the community-wide standard of Songbird. Lot Owners shall be responsible for maintaining street trees, grass and any other landscaping fronting or adjacent to their Lots. The Association shall, in the discretion of the Board of Directors, assume the maintenance responsibilities of such Owner if, in the opinion of the Board of Directors, the level and quality of maintenance being provided by such Owner does not satisfy such standard. Before assuming such maintenance responsibilities, the Board of Directors shall notify the Owner in writing of its intention to do so, and if such Owner has not commenced and diligently pursued remedial action within fifteen (15) days after mailing of such written notice, then the Association shall proceed. The expenses of such maintenance by the Association shall be reimbursed to the Association by the Owner, together with interest as provided in Article 11.5 below. Such charges shall be an Individual Assessment and lien on the Lot as provided in Articles 10.7 and 11.1 below.
- 9.6 <u>Damage Liability.</u> Any damage to any Common Maintenance Area by Owners, their children, agents, visitors, friends, relatives, tenants, occupants or service personnel shall be repaired by the Owner within fifteen (15) days following the date on which notice is mailed by the Association informing the Owner of such violation. If the damage has not been repaired within such time, then the Association shall perform such repair and the cost shall be assessed to the Owner as an Individual Assessment.

Assessments

- 10.1 <u>Purpose of Assessments</u>. The Assessments levied by the Association shall be used exclusively to promote the recreation, health, safety, and welfare of the Owners and occupants of the Property and for the improvement, operation and maintenance of the Common Maintenance Areas.
- 10.2 <u>Types of Assessments.</u> The Association may levy Annual Assessments, Special Assessments, Emergency Assessments, and Individual Assessments, all as more particularly described below.
- 10.3 Apportionment of Assessment. Lots shall not be subject to Annual Assessments (including assessments for reserves), Special Assessments or Emergency Assessments until such time as an occupancy certificate is issued for the Living Unit located on the Lot. At that time, each Lot, including Lots owned by Declarant, shall become subject to assessment. All Lots subject to assessment shall pay an equal share of the Annual Assessments, Special Assessments and Emergency Assessments. Declarant may elect to delay collection of Annual Assessments against all Lots, but in such case shall pay all common expenses of the Association until such Assessments commence. No Owner by the Owner's own action may claim exemption from liability for contribution towards common expenses by waiver by the Owner of use or enjoyment of the Common Area or by abandonment by the Owner of the Owner's Lot. An Owner may not claim an offset against an Assessment for failure of the Association to perform its obligations, and no Owner may offset amounts owing or claimed to be owing by the Association or Declarant to the Owner. Declarant, however, may defer payment of that portion of Annual Assessments attributable to accrued reserve assessments from the time a Lot becomes subject to assessment until the date the Lot is conveyed, but not beyond the date of the Turnover Meeting or, if no Turnover Meeting is held, the date the Owners assume administrative control of the Association. The books and records of the Association shall reflect the amount owing from Declarant for accrued, unpaid reserve Assessments.
- Annual Assessments. The Board of Directors of the Association shall from time to time and at least annually prepare an operating budget for the Association, taking into account the current costs of maintenance and services and future needs of the Association, any previous over-assessment and any common profits of the Association. The budget shall take into account the number of Lots subject to assessment as of the first day of the fiscal year for which the budget is prepared and the number of Lots reasonably anticipated to become subject to assessment during the fiscal year. The budget may be based upon a greater number of Lots than those reasonably anticipated to be subject to assessment during the fiscal year if the Declarant agrees to subsidize the Association for any shortfall in the Operations Fund until assumed number of Lots is subject to assessment. The

budget shall provide for such reserve or contingency funds as the Board deems necessary or as may be required by law. Annual Assessments for such operating expenses and reserves ("Annual Assessments") shall then be apportioned among the Lots as provided in Article 10.3, above.

- 10.5 Special Assessments. In addition to the Annual Assessment authorized above, the Board of Directors may levy during any fiscal year a Special Assessment ("Special Assessment"), applicable to that year only, for the purpose of deferring all or any part of the cost of any construction or reconstruction, unexpected repair, or acquisition or replacement of a described capital improvement, or for any other one-time expenditure not to be paid for out of Annual Assessments. Special Assessments for acquisition or construction of new capital improvements or additions which in the aggregate in any fiscal year exceed an amount equal to fifteen (15%) percent of the budgeted gross expenses of the Association for the fiscal year may be levied only if approved by a majority of the voting rights voting on such matter, together with the written consent of the Class B member, if any. Prior to the Turnover Meeting, any Special Assessment for acquisition or construction of new capital improvements or additions must be approved by not less than fifty (50%) percent of the Class A voting rights, together with the written consent of the Class B member. Special Assessments shall be apportioned as provided in Article 10.3, above, and may be payable in lump sum or in installments, with or without interest or discount, as determined by the Board of Directors.
- 10.6 Emergency Assessments. If allowed by law and if the Annual Assessments levied at any time are or will become inadequate to meet all expenses incurred under this Declaration for any reason, including nonpayment of any Owner's Assessments on a current basis, the Board of Directors shall immediately determine the approximate amount of such inadequacy and issue a supplemental budget, noting the reason therefore, and levy an Emergency Assessment for the amount required to meet all such expenses on a current basis ("Emergency Assessment"). Emergency Assessments shall be apportioned as set forth in Article 10.3, above, and payable as determined by the Board of Directors.
- 10.7 Individual Assessments. Any common expense or any part of a common expense benefiting fewer than all of the Lots may be assessed exclusively against the Lots benefited ("Individual Assessment"). Individual Assessments include, without limitation, charges for services provided under Articles 8.5 and 9.5 and any common expense that the Board of Directors determines is the fault of the Owner and not paid by insurance. Individual Assessments shall also include default Assessments levied against any Lot to reimburse the Association for costs incurred in bringing such Lot or its Owner into compliance with the provisions of this Declaration or the Rules and Regulations of the Association and for fines or other charges imposed pursuant to this Declaration for violation thereof. Unless otherwise provided by the Board of Directors, Individual Assessments shall be due thirty (30) days after the Board of Directors has given written notice thereof to the Owners subject to the Individual Assessments.

- 10.8 Annexation of Additional Property. When Additional Properties are annexed to Songbird, the Lots included therein shall become subject to Assessments from the date of such annexation to the extent provided in Article 10.3. The Board of Directors, however, at its option may elect to recompute the budget based upon the additional Lots subject to assessment and additional Common Areas and recompute Annual Assessments for all Lots, including the new Lots, for the balance of the fiscal year. Notwithstanding any provision of this Declaration apparently to the contrary, a declaration annexing Additional Property may provide that such Additional Property does not have the right to use a particular Common Area or facility located thereon, in which case such Additional Property shall not be assessed for the costs of operating, maintaining, repairing, replacing or improving such Common Area or facility.
- 10.9 Operations Fund. The Association shall keep all funds received by it as Assessments, other than reserves described in Article 10.10, separate and apart from its other funds, in a bank account in the State of Washington in the name of the Association to be known as the "Operations Fund." All expenses of the Association shall be paid from the Operations Fund or from the Reserve Fund referred to in Article 10.10. The Association shall use such fund exclusively for the purpose of promoting the recreation, health, safety and welfare of the residents within the Property and in particular for the improvement and maintenance of properties, services and facilities devoted to this purpose and related to the use and enjoyment of the Common Maintenance Areas and of the Lots situated upon the Property, including but not limited to:
 - a. Payment of the cost of maintenance, utilities & services as described in Article 9.
 - b. Payment of the cost of insurance as described in the Bylaws of the Association.
 - c. Payment of taxes assessed against the Common Areas and any improvements thereon.
 - d. Payment of the cost of other services that the Association deems to be of general benefit to the Owners, including, but not limited to, accounting, legal and secretarial services.

10.10 Reserve Fund.

a. <u>Establishment of Account.</u> Declarant shall conduct a reserve study, if needed, as described in paragraph (c) of this section and establish a bank account in the State of Washington in the name of the Association (the "Reserve Fund") for replacement of any common properties that will normally require replacement in whole or in part in more than three (3) and less than thirty (30) years, for exterior painting if the Common Maintenance Areas or other property to be maintained by the Association include exterior painted surfaces, and for other items, whether or not involving Common Maintenance Areas, if the Association has responsibility to maintain the items. The Reserve Fund need not include those items that could reasonably be funded from operating Assessments or for those items for which

- one or more Owners are responsible for maintenance and replacement under the provisions of this Declaration or the Bylaws.
- b. <u>Funding of Reserve Fund</u>. If required, the Reserve Fund shall be funded by Assessments against the individual Lot assessed for maintenance of the items for which the Reserve Fund is being established, which sums shall be included in the regular Annual Assessment for the Lot. The Reserve Fund shall be established in the name of the Association. The Association is responsible for administering the Reserve Fund and making periodic payments into it.
- c. <u>Reserve Studies.</u> The reserve portion of the initial Assessment determined by Declarant shall be based on a reserve study described in this paragraph (c) or other sources of information. The Board of Directors annually shall conduct a reserve study, or review and update an existing study, to determine the Reserve Fund requirements and may adjust the amount of payments as indicated by the study or update and provide other reserve items that the Board of Directors, in its discretion, may deem appropriate. The reserve study shall include:
 - (i) Identification of all items for which reserves are to be established;
 - (ii) The estimated remaining useful life of each item as of the date of the reserve study;
 - (iii) The estimated cost of maintenance, repair or replacement of each item at the end of its useful life; and
 - (iv) A thirty (30) year plan with regular and adequate contributions, adjusted by estimated inflation and interest earned on reserves, to meet the maintenance, repair and replacement schedule.
- Use of Reserve Fund. If required, the Reserve Fund shall be used only for the d. purposes for which the reserves have been established and shall be kept separate from other funds. After the Turnover Meeting, however, the Board of Directors may borrow funds from the Reserve Fund to meet high seasonal demands on the regular operating funds or to meet unexpected increases in expenses if the Board of Directors has adopted a resolution, which may be an annual continuing resolution, authorizing the borrowing of funds. Not later than the adoption of the budget for the following year, the Board of Directors shall adopt by resolution a written payment plan providing for repayment of the borrowed funds within a reasonable period. Nothing in this section shall prohibit prudent investment of the Reserve Fund. In addition to the authority of the Board of Directors under paragraph (c) of this section, following the second year after the Turnover Meeting, the Association may elect to reduce or increase future Assessments for the Reserve Fund by an affirmative vote of not less than seventy-five (75%) percent of the voting power of the Association and may, on an annual basis by a unanimous vote, elect not to fund the Reserve Fund. Assessments paid into the

Reserve Fund are the property of the Association and are not refundable to sellers or Owners of Lots. Sellers of the Lots, however, may treat their outstanding share of the Reserve Fund as a separate item in any sales agreement.

- Over the Property, does hereby covenant, and each Owner of any Lot by acceptance of a conveyance thereof, whether or not so expressed in any such conveyance, shall be deemed to covenant to pay to the Association all Assessments or other charges as may be fixed, established and collected from time to time in the manner provided in this Declaration or the Association Bylaws. Such Assessments and charges, together with any interest, late charges, expenses or attorneys' fees imposed pursuant to Article 11.5, shall be a charge on the land and shall be a continuing lien upon the Lot against which each such Assessment or charge is made. Such Assessments, charges and other costs shall also be the personal obligation of the person who was the Owner of such Lot at the time when the Assessment or charge fell due. Such liens and personal obligations shall be enforced in the manner set forth in Article 11 below.
- 10.12 **Yoluntary Conveyance.** In a voluntary conveyance of a Lot the grantee shall be jointly and severally liable with the grantor for all unpaid Assessments against the grantor of the Lot up to the time of the grant or conveyance, without prejudice to the grantee's right to recover from the grantor the amounts paid by the grantee. However, upon request of an Owner or Owner's agent for the benefit of a prospective purchaser, the Board of Directors shall make and deliver a written statement of the unpaid Assessments against the prospective grantor of the Lot effective through a date specified in the statement, and the grantee in that case shall not be liable for any unpaid Assessments against the grantor not included in the written statement.
- 10.13 Adoption of Budget. Within thirty (30) days after adopting the annual budget, the Board of Directors shall provide a summary of the budget to all Owners. The Board shall then set a date for a meeting of the Owners, as provided by Statute, to consider ratification of the budget. If the Board of Directors fails to adopt an annual or special budget, or if the budget is rejected by the Owners, then the last adopted budget shall continue in effect. The manner of billing and collection of Assessments shall be as provided in the Bylaws.

Enforcement

- Violation of General Protective Covenants. In the event that any Owner constructs or permits to be constructed on his Lot an Improvement contrary to the provisions of this Declaration, or violates any provisions of this Declaration, the Bylaws, or the Rules and Regulations, then the Association acting through its Board of Directors shall notify the Owner in writing of any such specific violations. If the Owner is unable, is unwilling, or refuses to comply with the Association's specific directives for remedy or abatement, or the Owner and the Association cannot agree to a mutually acceptable solution within the framework and intent of this Declaration, after notice and opportunity to be heard as provided in the Bylaws and within fourteen (14) days after issuing written notice to the Owner, then the Association acting through its Board of Directors shall have the right to do any or all of the following:
 - a. Assess reasonable fines against such Owner, based upon a resolution adopted by the Board of Directors that is delivered to each Lot, mailed to the mailing address of each Lot or mailed to the mailing address designated by the Owner of each Lot in writing, which fines shall constitute Individual Assessments for purposes of this Declaration. The fine schedules defined in Article 11.1(a) below are subject to periodic review and modification at the sole discretion of the Board of Directors.
 - (i) Upon being notified of a violation, the Board of Directors shall cause a "first" letter of violation to be sent to the owner(s) of the subject property. The notice will inform the Owner of the violation, and state that they have a specific period of time to correct or abate the violation. Said corrective period shall be a reasonable length of time, based on the nature of the violation and the nature of the corrective action needed. Reasonableness of the time period is at the sole discretion of the Board of Directors.
 - (ii) If the owner has neither contacted the association nor corrected the violation within the stated time period, a "second" letter of violation will be mailed to the Owner, indicating that, if the violation is not corrected within a specific time period, a fine of Fifteen (\$15.00) Dollars per day may be assessed against the Owner and his or her Lot until such time as the violation is corrected.
 - (iii) If the violation is of a nature as to occur intermittently, such as a nuisance or offensive activity like excessive noise, a letter of violation will be mailed to the Owner, indicating that a violation has occurred, that a hearing is scheduled for a specific date, and if the violation occurs again,

after the hearing date, a fine of One Hundred\$100.00 Dollars per occurrence will be assessed against the Owner and his or her Lot. Upon the occurrence of any further violations, subsequent to the hearing date, the fine will be assessed on a per occurrence basis, without further notification to the Owner.

- (iv) The notice shall also inform the Owner that a hearing will be held before either the Board of Directors or its representative(s) with respect to the violation. No fine will be assessed pending the result of that hearing. Said hearing date shall not be less than five (5) working days following the mailing of the letter by First Class mail.
- b. If the Owner neither requests an alternative hearing date nor attends the hearing as outlined in the original hearing notification, nor corrects the violation within the necessary time period, the fine of Fifteen (\$15.00) Dollars per day will be assessed beginning on the first day after the corrective period ends or, with respect to an intermittent violation as provided in paragraph (iii) above, the One Hundred (\$100.00) Dollars fine will be assessed for each additional occurrence thereafter.
- If the Owner requests a hearing before the Board of Directors or its appointed C. representative(s), that hearing will be held at such date established by the Board of Directors or its representative(s). At the hearing, the Board of Directors or its representative(s) will hear the testimony of the Owner, and take the case under advisement. A decision will be rendered either at the hearing, or, if necessary, at a later date not to exceed ten (10) days after the hearing date. If the Board of Directors or its representative(s) decides against the Owner, the Owner will be granted a further period of time, not to exceed fifty (50%) percent of the original notice period, in which to correct or permanently abate the violation. If the violation is not of an intermittent nature as contemplated in paragraph (iii) above, and is not corrected within the additional time period, the daily Fifteen (\$15.00) Dollars fine will be assessed from the first day after the additional time period, without further notification to the Owner. If the violation is of an intermittent nature as contemplated in paragraph (iii) above and the Board of Directors or its representatives decides against the Owner at or after the hearing as provided herein, the Owner will be assessed a One Hundred (\$100.00) Dollars fine for each occurrence of the violation thereafter.
- d. When the accrued amount of the assessed fine exceeds Five Hundred (\$500.00) Dollars (or at Board's discretion), the Owner will be so notified, informed that the fines will continue to accrue, and informed that a lien will be recorded against the Owner's Lot for payment. The lien will include all appropriate legal fees, costs and recording fees, along with any interest that accrues until the fine is collected. Correction of the violation will not waive accrued fines, fees, costs and interest, which must be paid in full, prior to release of the lien.

- e. Enter the offending Lot and remove the cause of such violation, or alter, repair or change the item that is in violation of this Declaration in such a manner as to make it conform thereto, in which case the Association may assess such Owner for the entire cost of the work done, which amount shall be payable to the Operations Fund as an Individual Assessment, provided that no items of construction shall be altered or demolished in the absence of judicial proceedings:
- f. Cause any vehicle parked in violation of this Declaration or of the Rules and Regulations to be towed and impounded at the Owner's expense;
- g. Suspend the voting rights, any utility services paid for out of Assessments and the right to use the Common Areas for the period that the violations remain unabated, provided that the Association shall not deprive any Owner of access to and from his Living Unit; and
- h. Bring suit or action against the Owner on behalf of the Association and other Owners to enforce this Declaration.
- 11.2 <u>Default in Payment of Assessments; Enforcement of Lien.</u> If an Assessment or other charge levied under this Declaration is not paid within thirty (30) days after its due date, such Assessment or charge shall become delinquent and shall bear interest from the due date at the rate set forth below. In such event the Association may exercise any or all of the following remedies:
 - a. The Association may suspend such Owner's voting rights, any utility services paid for out of Assessments and right to use the Common Areas until such amounts, plus other charges under this Declaration, are paid in full and may declare all remaining periodic installments of any Annual Assessment immediately due and payable. In no event, however, shall the Association deprive any Owner of access to and from his Lot.
 - b. The Association shall have a lien against each Lot for any assessment levied against the Lot, including any fines or other charges imposed under this Declaration or the Bylaws against the Owner of the Lot from the date on which the assessment, fine or charge is due. RCW 6.13.080 provides that an association may foreclose its lien for assessments and that the homestead exemption does not apply to the execution or forced sale. The lien shall be foreclosed in accordance with the provisions regarding the foreclosure of liens under Chapter RCW 61.12. The Association, through its duly authorized agents, may bid on the Lot at such foreclosure sale, and may acquire and hold, lease, mortgage and convey the Lot.
 - c. The Association may bring an action to recover a money judgment for unpaid Assessments, fines and charges under this Declaration without foreclosing or waiving the lien described in paragraph (b) above. Recovery on any such action, however, shall operate to satisfy the lien, or the portion thereof, for which recovery is made.

- d. The Association shall have any other remedy available to it by law or in equity.
- 11.3 **Reports to First Mortgagees.** In response to a written request of any first mortgagee of a Lot, the Association shall report to such mortgagee whether such Lot is current or past-due with respect to Assessments.
- Subordination of Lien to Mortgages. The lien of the Assessments or charges provided for in this Declaration shall be subordinate to the lien of any mortgage or deed of trust on such Lot, which was made in good faith and for value and that was recorded before the recordation of the notice of lien. Sale or transfer of any Lot shall not affect the Assessment lien, but the sale or transfer of any Lot that is subject to any mortgage or deed of trust pursuant to a decree of foreclosure thereunder or any deed or proceeding, deed or assignment in lieu of foreclosure shall extinguish any lien of an Assessment, notice of which was recorded after the recording of the mortgage or trust deed. The unpaid Assessments as a result of such foreclosure or sale shall become a common expense of all Owners, including the mortgagee or purchaser, and such sale or transfer shall not release the Lot from liability for any Assessments or charges thereafter becoming due or from the lien of such Assessments or charges.
- Interest, Late Charges and Expenses. Any amount not paid to the Association when due in accordance with this Declaration shall bear interest from the due date until paid at a rate that is the greater of eighteen (18%) percent per annum or three percentage points per annum above the prevailing Vancouver, Washington prime rate as of the due date, or such other rate as may be established by the Board of Directors, but not to exceed the lawful rate of interest under the laws of the State of Washington. A late charge may be charged for each delinquent Assessment in an amount established from time to time by resolution of the Board of Directors, which resolution is delivered to each Lot, mailed to the mailing address of each Lot or mailed to the mailing address designated by the Owner in writing, together with all expenses incurred by the Association in collecting such unpaid assessments, including attorneys' fees (whether or not suit is instituted). In the event the Association shall file a notice of lien, the lien amount shall also include the recording fees associated with filing the notice, and a fee for preparing the notice of lien, established from time to time by resolution of the Board of Directors.
- 11.6 Costs and Attorneys' Fees. In the event the Association shall bring any suit or action to enforce this Declaration, the Bylaws of the Association or the Rules and Regulations, or to collect any money due hereunder or to foreclose a lien, the Owner-defendant shall pay to the Association all costs and expenses incurred by it in connection with such suit or action, including a foreclosure title report, and the prevailing party in such suit or action shall recover such amount as the court may determine to be reasonable as attorneys' fees at trial and upon any appeal or petition for review thereof or in connection with any bankruptcy proceedings or special bankruptcy remedies.
- 11.7 Nonexclusiveness and Accumulation of Remedies. An election by the Association to pursue any remedy provided for violation of this Declaration shall not prevent concurrent

or subsequent exercise of another remedy permitted under this Declaration. The remedies provided in this Declaration are not exclusive but shall be in addition to all other remedies, including actions for damages and suits for injunctions and specific performance, available under applicable law to the Association. In addition, any aggrieved Owner may bring an action against another Owner or the Association to recover damages or to enjoin, abate or remedy any violation of this Declaration by appropriate legal proceedings.

11.8 Enforcement by Clark County. The provisions of this Declaration relating to preservation and maintenance of Common Areas shall be deemed to be for the benefit of Clark County as well as the Association and Owners of Lots, and Clark County may enforce such provisions by appropriate proceedings at law or in equity, or may cause such maintenance to be performed, the costs of which shall become a lien upon the Property.

Dispute Resolution

12.1 Mediation.

- a. Except as otherwise provided in this section, before initiating litigation, arbitration or an administrative proceeding in which the Association and an Owner have an adversarial relationship, the party that intends to initiate litigation, arbitration or an administrative proceeding shall offer to use any dispute resolution program available within Clark County, Washington, that is in substantial compliance with the standards and guidelines adopted under Washington statutes. The written offer must be hand-delivered or mailed by certified mail, return receipt requested, to the address, contained in the records of the Association, for the other party.
- b. If the party receiving the offer does not accept the offer within ten (10) days after receipt of the offer, such acceptance to be made by written notice, hand-delivered or mailed by certified mail, return receipt requested, to the address, contained in the records of the Association, for the other party, the initiating party may commence the litigation, arbitration or administrative proceeding. The notice of acceptance of the offer to participate in the program must contain the name, address and telephone number of the body administering the dispute resolution program.
- c. If a qualified dispute resolution program exists within Clark County, Washington and an offer to use the program is not made as required under paragraph (a) of this section, then litigation, arbitration or an administrative proceeding may be stayed for thirty (30) days upon a motion of the non-initiating party. If the litigation, arbitration or administrative action is stayed under this paragraph, both parties shall participate in the dispute resolution process.
- d. Unless a stay has been granted under paragraph (c) of this section, if the dispute resolution process is not completed within thirty (30) days after receipt of the initial offer, the initiating party may commence litigation, arbitration or an administrative proceeding without regard to whether the dispute resolution is completed.
- e. Once made, the decision of the court, arbitrator or administrative body arising from litigation, arbitration or an administrative proceeding may not be set aside on the grounds that an offer to use a dispute resolution program was not made.
- f. The requirements of this section do not apply to circumstances in which irreparable harm to a party will occur due to delay or to litigation, arbitration or an

administrative proceeding initiated to collect Assessments, other than Assessments attributable to fines.

- Arbitration. Any claim, controversy, or dispute by or among Declarant (including members, officers, directors, shareholders and affiliates of Declarant), Association, the ARC, or one or more Owners, or any of them, arising out of or related to this Declaration, the Bylaws of the Association, the Rules and Regulations, or the Property shall be first subject to mediation as described in Article 12.1 above or otherwise, and if not timely settled by mediation, resolved by arbitration in accordance with this section. The decisions and award of the arbitrator shall be final, binding and non-appealable. The arbitration shall be conducted in the Clark County, Washington area, or at such other location as may be agreed upon by the parties, pursuant to the arbitration statutes of the State of Washington and any arbitration award may be enforced by any court with jurisdiction. Filing for arbitration shall be treated the same as filing in court for purposes of meeting any applicable statute of limitations or for purposes of filing a notice of pending action ("lis pendens").
- 12.3 <u>Selection of Arbitrator</u>. The arbitration shall be conducted by a single arbitrator selected by mutual agreement of the parties. The arbitrator selected shall be neutral and unbiased, except to the extent the arbitrator's prior relationship with any party is fully disclosed and consented to by the other party or parties. If the parties are unable to agree upon the arbitrator within ten (10) days after a party's demand for arbitration, upon application of any party, the presiding judge of the Superior Court of Clark County shall designate the arbitrator.
- 12.4 <u>Consolidated Arbitration.</u> Upon demand by any party, claims between or among the parties and third parties shall be submitted in a single, consolidated arbitration.
- 12.5 <u>Discovery.</u> The parties to the arbitration shall be entitled to such discovery as would be available to them in an action in Clark County Superior Court. The arbitrator shall have all of the authority of the court incidental to such discovery, including, without limitation, authority to issue orders to produce documents or other materials, to issue orders to appear and submit to deposition, and to impose appropriate sanctions including, without limitation, award against a party for failure to comply with any order.
- 12.6 **Evidence.** The parties to the arbitration may offer such evidence as they desire and shall produce such additional evidence as the arbitrator may deem necessary for an understanding and determination of the dispute. The arbitrator shall determine the admissibility of the evidence offered. All evidence shall be taken in the presence of the arbitrator and all of the parties, except when any of the parties is absent in default or has waived its right to be present.
- 12.7 Excluded Matters. Notwithstanding the foregoing, the following matters shall not be subject to mediation or arbitration under this Article 12, but shall be subject to the applicable provisions of this Article 12.7 below: (a) actions relating to the collection of

fees, Assessments, fines and other charges imposed or levied by the Association (other than disputes as to the validity or amount of such fees, Assessments, fines or charges, which disputes shall be subject to mediation/arbitration as provided above); and (b) actions to enforce any order, decision or award rendered by arbitration pursuant to this Article 12. The filing of a lis pendens or the application to any court for the issuance of any provisional process or similar remedy described in the Washington or Federal Rules of Civil Procedure shall not constitute a waiver of the right or duty to utilize the procedures specified in this Article 12.

- 12.8 Costs and Attorneys' Fees. The fees of any mediator and the costs of mediation shall be divided and paid equally by the parties. Each party shall pay its own attorneys' fees and costs in connection with any mediation. The fees of any arbitrator and the costs of arbitration shall be paid by the non-prevailing party or parties; if none, such fees and costs shall be divided and paid equally by the parties. Should any suit, action or arbitration be commenced in connection with any dispute related to or arising out of this Declaration, the Bylaws or the Rules and Regulations; to obtain a judicial construction of any provision of this Declaration, the Bylaws or the Rules and Regulations; to rescind this Declaration; or to enforce or collect any judgment or decree of any court or any award obtained during arbitration, the prevailing party shall be entitled to recover its costs and disbursements, together with such investigation, expert witness and attorneys' fees incurred in connection with such dispute as the court or arbitrator may adjudge reasonable, at trial, in the arbitration, upon any motion for reconsideration, upon petition for review, and on any appeal of such suit, action or arbitration proceeding. The determination of who is the prevailing party and the amount of reasonable attorneys' fees to be paid to the prevailing party shall be decided by the arbitrator (with respect to attorneys' fees incurred before and during the arbitration proceeding) and by the court or courts, including any appellate or review court, in which such matter is tried, heard or decided, including a court that hears a request to compel or enjoin arbitration or that hears exceptions made to an arbitration award submitted to it for confirmation as a judgment (with respect to attorneys' fees incurred in such proceedings).
- 12.9 <u>Survival.</u> The mediation and arbitration agreement set forth in this Article 12 shall survive the transfer by any party of its interest or involvement in the Property and any Lot therein and shall survive the termination of this Declaration.

Mortgagees

- 13.1 <u>Notices of Action.</u> An institutional holder, insurer, or guarantor of a first mortgage which provides a written request to the Association (such request to state the name and address of such holder, insurer, or guarantor and the street address of the Lot to which its mortgage relates, thereby becoming an "Eligible Holder"), will be entitled to timely written notice of:
 - a. Any delinquency in the payment of assessments or charges owned by a Lot subject to the mortgage of such Eligible Holder, where such delinquency has continued for a period of sixty (60) days, or any other violation of this Declaration, the Bylaws or the Rules and Regulations relating to such Lot or the Owner or occupant which is not cured within sixty (60) days;
 - b. Any lapse, cancellation, or material modification of any insurance policy maintained by the Association; and
 - c. Any proposed action that would require the consent of a specified percentage of Eligible Holders.
- 13.2 <u>No Priority.</u> No provision of this Declaration gives or shall be construed as giving an Owner or other party priority over the rights of the first mortgagee of any Lot in the case of distribution to such Owner of insurance proceeds or condemnation awards for losses to or a taking of the Common Area.
- 13.3 <u>Notice of Association.</u> Upon request, each Owner shall be obligated to furnish to the Association the name and address of the holder of any mortgage encumbering such Owner's Lot.
- 13.4 Failure of Mortgagee to Respond. Any mortgagee who receives a written request from the Board of Directors to respond to or consent to any action shall be deemed to have approved such action if the Association does not receive a written response from the mortgagee within thirty (30) days of the date of the Association's request, provided such request is delivered to the mortgagee by certified or registered mail, return receipt requested.
- 13.5 Construction of this Article. Nothing contained in this Article shall be construed to reduce the percentage vote that must otherwise be obtained under this Declaration, the Bylaws or Washington law for any of the acts set out in this Article.
- 13.6 Reimbursement of First Mortgagees. First mortgagees of Lots may, jointly or singly, pay taxes or other charges that are in default and that may or have become a charge

against any Common Area and may pay overdue premiums on hazard insurance policies or secure new hazard insurance coverage on the lapse of a policy for such Common Area. First mortgagees making such payments shall be owed immediate reimbursement from the Association, to the extent the same was the responsibility of the Association.

- Right of First Mortgagees Relating to Maintenance. At any time that the Common Areas are not maintained or repaired by the Association to the extent reasonably necessary to protect and preserve the value of the Property for security purposes, then the record mortgagee, upon giving written notice as provided in this paragraph, shall be entitled to exercise the rights of the Owner of the Lot as a member of the Association to vote at all regular and special meetings of the members of the Association for a period of one (1) year following the date of such notice. During this one (1) year period, the Association shall give notice of all regular and special meetings to both the Owner and the mortgagee, and the Owner may attend such meetings as an observer. Notice from the mortgagee under this Article shall quote this Article 13.7 and shall be sent postage prepaid by certified United States mail, return receipt requested, to the Owner with a copy sent by regular mail to the Association at the last known address of each.
- 13.8 **FHA/VA Approval.** As long as there is a Class B membership, the following actions will require the prior approval of the Federal Housing Administration ("**FHA**") or the Veterans Administration ("**VA**"), if this Declaration was previously approved by such agencies: annexation of Additional Properties, mergers and consolidations, mortgaging or dedication of Common Areas, dissolution of the Association and amendment of this Declaration or the Articles of Incorporation or the Bylaws of the Association.

Declarant's Special Rights

- 14.1 General. Declarant is undertaking the work of developing Lots and other improvements within Songbird. The completion of the development work and the marketing and sale of the Lots is essential to the establishment and welfare of the Property as a residential community. Until the Homes on all Lots on the Property have been constructed, fully completed and sold, with respect to the Common Areas and each Lot on the Property, the Declarant shall have the special rights set forth in this Article 14.
- 14.2 <u>Marketing Rights.</u> Declarant shall have the right to maintain a sales office and model on one or more of the Lots which the Declarant may or may not own, to be staffed by employees or agents of Declarant or any licensed real estate sales agents. Declarant and prospective purchasers and their agents shall have the right to use and occupy the sales office and models during reasonable hours any day of the week. Declarant may maintain a reasonable number of "For Sale" signs at reasonable locations of the Property, including, without limitation, the Common Area.
- 14.3 <u>Declarant's Easements.</u> The Declarant has reserved easements over the Property as more fully described in Article 4.6 above.
- 14.4 Appearance and Design of Songbird. Declarant shall not be prevented from changing the exterior appearance of the Common Areas, including the landscaping or any other matter directly or indirectly connected with the development and sellout of Songbird in any manner deemed desirable by Declarant, provided that Declarant obtain governmental consents required by law. The construction and material standards of Article 14 notwithstanding, Declarant may change exterior and/or interior designs from initial plans and provisions in this document, without notice. This may include designs, colors, and type of materials, provided Declarant obtains any necessary governmental consent.
- 14.5 <u>Construction by Declarant.</u> All construction by Declarant establishes the standards for the ARC and meets any Design Guidelines of the Association.

Amendment And Repeal

- How Proposed. Amendments to or repeal of this Declaration shall be proposed by either a majority of the Board of Directors or by Owners holding thirty (30%) percent or more of the Association's voting rights. The proposed amendment or repeal must be reduced to writing and shall be included in the notice of any meeting at which action is to be taken thereon or attached to any request for consent to the amendment or repeal.
- 15.2 Approval Required. This Declaration, or any provision thereof, as from time to time in effect with respect to all or any part of the Property, may be amended or repealed by the vote or written consent of Owners representing not less than seventy five (75%) percent of the Lots, based upon one vote for each such Lot, together with the written consent of the Class B member, if such Class B membership has not been terminated as provided in this Declaration. To the extent required by Article 13.8, such amendment shall also require the prior written approval of the FHA and VA. In no event shall an amendment under this section create, limit or diminish special Declarant rights without Declarant's written consent, or change the boundaries of any Lot or any uses to which any Lot is restricted under this Declaration or change the method of determining liability for common expenses, the method of determining the right to common profits or the method of determining voting rights of any Lot unless the Owners of the affected Lots unanimously consent to the amendment. Declarant may not amend this Declaration to increase the scope of special Declarant rights reserved in this Declaration after the sale of the first Lot unless Owners representing seventy-five percent (75%) of the total vote. other than Declarant, agree to the amendment. To the extent any amendment relates to the preservation or maintenance of the Common Areas or private utility lines, or the existence of an entity responsible for accomplishing the same, such amendment shall be approved by the zoning administrator of Clark County or the City of Vancouver.
- 15.3 **Recordation.** Any such amendment or repeal shall become effective only upon recordation in the Deed Records of Clark County, Washington.
- Regulatory Amendments. Notwithstanding the provisions of Article 15.2 above, until the Turnover Meeting has occurred, Declarant shall have the right to amend this Declaration or the Bylaws of the Association in order to comply with the requirements of any applicable statute, ordinance or regulation of the Federal Housing Administration; the United States Department of Veterans Affairs; the Farmers Home Administration of the United States; the Federal National Mortgage Association; the Government National Mortgage Association; the Federal Home Mortgage Loan Corporation, any department, bureau, board, commission or agency of the United States or the State of Washington; or any corporation wholly owned, directly or indirectly, by the United States or the State of Washington that insures, guarantees or provides financing for a planned community or

lots in a planned community. After the Turnover Meeting, any such amendment shall require the approval of a majority of the voting rights of the Association voting in person, by proxy or by ballot at a meeting or ballot meeting of the Association at which a quorum is represented. The obligation to assess money and maintain the common areas, including but not limited to the stormwater facilities, shall not be amended without the prior approval of Clark County, Washington, or its successor.

Miscellaneous Provisions

- Lessees and Other Invitees. Lessees, employees, invitees, contractors, family members 16.1 and other persons entering the Property under rights derived from an Owner shall comply with all of the provisions of this Declaration restricting or regulating the Owner's use, improvement or enjoyment of his Lot and other areas within the Property. The Owner shall be responsible for obtaining such compliance and shall be liable for any failure of compliance by such persons in the same manner and to the same extent as if the failure had been committed by the Owner himself or herself.
- 16.2 Nonwaiver. Failure by the Association or by any Owner to enforce any covenant or restriction contained in this Declaration shall in no event be deemed a waiver of the right to do so thereafter.
- 16.3 Construction; Severability; Number; Captions. This Declaration shall be liberally construed as an entire document to accomplish the purposes hereof as stated in the introductory paragraphs hereof. Nevertheless, each provision of this Declaration shall be deemed independent and severable, and the invalidity or partial invalidity of any provision shall not affect the validity or enforceability of the remaining part of that or any other provision.

As used in this Declaration, the singular shall include the plural and the plural the singular, and the masculine and neuter shall each include the masculine, feminine and neuter, as the context requires. All captions used herein are intended solely for convenience of reference and shall in no way limit any of the provisions of this Declaration.

- 16.4 Notices and Other Documents. Any notice or other document permitted or required by this Declaration may be delivered either personally or by mail. Delivery by mail shall be deemed made twenty four (24) hours after having been deposited in the United States mail as certified or registered mail, with postage prepaid, addressed as follows: If to Declarant or the Association, 11815 NE 99th Street, Suite 1200, Vancouver, Washington 98682; if to an Owner, at the address given at the time of the Owner's purchase of a Lot, or at the Lot. The address of a party may be changed at any time by notice in writing delivered as provided herein.
- 16.5 Private Agreement. This Declaration and the covenants and agreements contained herein constitute a private agreement among the Owners of Lots in Songbird. This Declaration does not restrict Clark County's authority to adopt or amend its development There may be conflicting requirements between this Declaration and regulations of Clark County. Clark County will limit its review of a development application to the requirements of its regulations. It is the duty of every person

engaged in development or remodeling of a Lot and/or Improvement in Songbird to know the requirements of this Declaration and the covenants and agreements contained herein. In the event there is a conflict between a regulation of Clark County and this Declaration, any question regarding which provision controls shall be directed to the ARC. Clark County will not be liable for any approvals or permits that are granted in compliance with the regulations of Clark County, the State of Washington or any other jurisdiction, but that are not in compliance with this Declaration. Declarant, the ARC and/or the Association will not be liable for any approvals that are granted in compliance with this Declaration, but that are not in compliance with the regulations of Clark County, the State of Washington or any other jurisdiction.

16.6 Preemption of CCRs by Public Regulation. This document shall not be considered a substitute for city, county, regional, state or federal laws and is preempted by all publicly adopted rules and regulations. All contractors, Owners and the Association shall be responsible for complying with all applicable laws therein. Declarant will not be held liable for inaccurate or outdated information conveyed by the adopted CCRs; Owners and contractors should always consult their local government prior to building any structure on any property located within Songbird.

Pre-Existing House

Lot 14. The Additional Property Owners own the house located on Lot 14 which was built prior to the adoption of this Declaration. As such, while it part of Songbird and bound by this Declaration, the house shall be grandfathered, as provided below, from those provisions of this Declaration that would not allow the house to exist as currently built on the date that this Declaration is recorded (herein the house's "As Built Condition") or that would require alterations to the house in its As Built Condition to bring it into compliance with this Declaration. Specifically, the house, in its As Built Condition, shall not be subject to the requirements of Sections 6.16, 6.17, and 6.20. The Owner of Lot 14 may perform routine maintenance or repairs to the house so long as the work does not materially alter the exterior of the house from its As Built Condition. Any remodeling or other work that materially alters the exterior of the house from its As Built Condition must fully comply with this Declaration, including Sections 6.16, 6.17 and 6.20. The Owner of Lot 14 shall paint the exterior of the house, perform landscaping, and otherwise perform such work on the house, such that it is in full compliance with Sections 6.5 and 6.6 within six (6) months of the adoption of this Declaration and shall thereafter fully comply with said sections. Except for as specifically provided herein, all provisions of this Declaration shall apply to Lot 14 to the same extent that they apply to any other Lot.

IN WITNESS WHEREOF, the parties have executed this Declaration on the date set forth above.

Songbird, Inc.	
By:	
Wedgewood Homes, Inc. By: Zm Zeuun	Presedent
GG Property Investment	s, LLC aithul
STATE OF WASHINGTON)) ss.
County of CLARK)
appeared before me, and said person	e satisfactory evidence that Kevin von acknowledged that he signed thi he instrument and acknowledged it

I certify that I know or have satisfactory evidence that Kevin Wann is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the President of Songbird, Inc., to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Notary Public in and for the State of Washington, Residing at Vancouver, Clark County, My appointment expires: 11/15/2008

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STATE OF WASHINGTON)	
County of CLARK) ss.	
on oath stated that he was authorized to exe	erson acknowledged that he signed this instrument, cute the instrument and acknowledged it as theod Homes, Inc., to be the free and voluntary act of
Dated: 5524 Notary Public State of Washington	_, 2007 Marla J. Freez
MARLA J. RILEY My Appointment Expires Jul. 1, 2007	Notary Public in and for the State of Washington, Residing at Vancouver, Clark County. My appointment expires: 070007
STATE OF WASHINGTON) ss.	
County of CLARK)	
I certify that I know or have satisfactory evidence that OTTOE GATHER is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the of GG Property Investments, LLC, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.	
Dated: 5/24	_, 2007
Notary Public State of Washington MARLA J. RILEY My Appointment Expires Jul. 1, 2007	Notary Public in and for the State of Washington, Residing at Vancouver, Clark County. My appointment expires: 0710107