

AMENDED

DECLARATION OF COVENANTS,
CONDITIONS, AND RESTRICTIONS
OF THE PLAT OF PINEBROOK

THIS DECLARATION, made on the date hereinafter set forth by Transcorp of Washington, hereinafter referred to as "Declarant".

WITNESSETH:

WHEREAS, Declarant is the owner of certain property in the County of Clark, State of Washington, which is more particularly described as:

That parcel of real property situated in the County of Clark, State of Washington, more particularly as the Plat of Pinebrook, Assessor's Number G-615.

WHEREAS, Declarant desires to provide for the preservation of the values and amenities in said community and for the maintenance of said amenities, open spaces, and other common facilities; and to this end desires to subject the real property described together with such additions as may hereafter be made thereto, to the covenants, restrictions, easements, charges, and liens hereinafter set forth, each and all of which is and are for the benefit of said property and each owner thereof, and WHEREAS, Declarant has deemed it desirable for the efficient preservation of the values and amenities in said community, to create an agency to which should be delegated and assigned the powers of maintaining and administering the community properties and facilities, and administering and enforcing the covenants and restrictions, and collecting and disbursing the assessments and charges hereinafter created; and WHEREAS, Declarant has incorporated under the laws of the State of Washington as a non-profit corporation, the Pinebrook Homeowners Association for the purpose of exercising the functions aforesaid;

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

ARTICLE 1

DEFINITIONS

SECTION 1 "Association" shall mean and refer to Pinebrook Homeowners Association, its successors and assigns.

SECTION 2. "Owner" shall mean person or persons holding the beneficial ownership of a lot.

SECTION 3: "Properties" shall mean and refer to that certain real property hereinbefore described, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

SECTION 4. "Common Area" shall mean all real property owned by the Association for the common use and enjoyment of the owners. The Common Area to be owned by the Association at

the time of the conveyance of the first lot is shown on the Plat of Pinebrook as recorded on the 16th day of April, 1973, in the County of Clark, State of Washington, Assessor's Number G-615

SECTION 5. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the properties with the exception of the Common Area.

SECTION 6. "Member" shall mean and refer to every person or entity who holds membership in the Association.

SECTION 7. "Declarant" shall mean and refer to Transcorp of Washington, Inc., its successors and assigns if such successors and assigns should acquire more than one undeveloped lot from the Declarant for the purpose of development.

ARTICLE II

ANNEXATION OF ADDITIONAL PROPERTIES

Annexation of additional property shall require the assent of two-thirds (2/3) of the Class A members and two-thirds (2/3) of the Class B members, if any, at a meeting duly called for this purpose, written notice of which shall be sent to all members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting, setting forth the purpose of the meeting. The presence of members or of proxies entitled to cast sixty percent (60%) of the votes of each class of membership shall constitute a quorum. If the required quorum is not forthcoming at any meeting, another meeting may be called, subject to the notice requirements set forth above, and the required quorum at such subsequent meeting shall be one-half (1/2) of the required quorum of the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the proceeding meeting. In the event that two-thirds (2/3) of the Class A membership or two-thirds (2/3) of the Class B membership are not present in person or by proxy, members not present may give their written assent to the action taken thereat.

ARTICLE III

MEMBERSHIP

Every person or entity holding the beneficial ownership of a lot shall be a member of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation.

ARTICLE IV

VOTING RIGHTS

The Association shall have two classes of voting memberships:

Class A: The Class members shall be all those owners as defined in Article III with the exception of the Declarant. Class A members shall be entitled to one vote for each lot in which they hold the interest required for membership by Article III. When more than one person holds such interest in any lot, all such persons shall be members. The vote for such lot shall be exercised as they among themselves shall determine, but in no event shall more than one vote be cast with respect to any lot.

Class B: The Class B members shall be the Declarant. The Class B member shall be entitled to three (3) votes for each lot in which it holds the interest required for membership by Article III,

PROVIDED THAT the Class B membership shall cease and become converted to Class A membership on the happening of either of the following events, whichever occurs earlier:

- (a) When the total votes outstanding in the Class A membership equal; the total votes outstanding in the Class B membership, or
- (b) June 30, 1976.

ARTICLE V

PROPERTY RIGHTS

SECTION 1. Owner's Easement of Enjoyment in the Common Area.

Every owner shall have a right and easement of enjoyment in and to the Common Area; and such easement shall be appurtenant to and shall pass with the title to every assessed lot subject to the following provisions:

- (a) The right of the Association to limit the number of guests of members.
- (b) The right of the Association to charge reasonable admissions and other fees for the use of any recreational facility situated upon the Common Area.
- (c) The right of the Association, in accordance with its Articles and By-Laws, to borrow money for the purpose of improving the Common Area and facilities, and with the assent of two-thirds (2/3) of each class of members to mortgage, pledge, deed of trust, or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred, and the rights of such mortgagee in said properties shall be subordinate to the rights of the homeowners hereunder.
- (d) The right of the Association to suspend the voting rights and right to use of the recreational facilities by a member for any period during which any assessment against his lot remains unpaid, and for a period not to exceed sixty (60) days for any infraction of its published rules and regulations.
- (e) The right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective without written consent by members entitled to cast two-thirds (2/3) of the votes of each class of membership having been recorded, agreeing to such dedication or transfer, and unless written notice of the proposed action is sent to every member not less than thirty (30) days nor more than sixty (60) days in advance.
- (f) The right of the Declarant to lease certain of the Common Area and facilities including portions of the recreation building for sales purposes until all of the Declarant's lots have been sold.

SECTION 2. Delegation of Use of Common Area

Any member may delegate, in accordance with the By-Laws, his right of enjoyment to the common Area and facilities to members of his family or his tenants.

SECTION 3. Title to Common Area

Declarant hereby covenants for itself, its successors and assigns, that it will convey fee simple title to the Common Area of the Plat of Pinebrook to the Association, free and clear of encumbrances and liens, prior to conveyance of the first lot to a homeowner.

SECTION 4. Safety in Common Area

Declarant wishes to give notice hereby that the nature of the Common Area of Pinebrook is such that poses a potential danger. The existence of the lakes and creeks joining them will pose a particular attraction to children. Every owner, therefore, is responsible to warn his family, successors, assigns, guests, and tenants of the danger, and to do all within his power to help avert accidents of all kinds, but more particularly accidents involving the lakes and creeks.

ARTICLE VI

EXTERIOR MAINTENANCE AND MAINTENANCE OF COMMON AREA

SECTION 1. Exterior Maintenance *AMENDED APRIL 29, 2000*

The Association shall provide exterior maintenance on each lot subject to assessment hereunder as follows: Exterior painting; repair, replace, and maintain roofs, gutters, downspouts, trees, shrubs, and grass. Maintenance shall not include repair or replacement of glass surfaces, driveways, garage doors, decks, fences, siding, or any other exterior building surfaces, or any other replacement or improvements on any lot that would reasonably be interpreted to be capital repairs or improvements. Such repairs or replacements shall be the sole responsibility of the lot owner. The cost of such maintenance described herein will be a common expense paid out of assessments described Article VII: provided, however, that the Association's Board of Directors shall determine the priority and needs of the Association and its members in its discretion using reasonable business judgement, in making allocations from the annual assessments collected for repair and replacement responsibilities hereunder. The decision of the Board of Directors shall be final in this regard.

If damage occurs to any improvement for which the Association has responsibility under this Section, through the willful or negligent act of any homeowner, their family, successors, assigns, tenants, guests or pets, the cost of such damage will be charged to the owner in an amount equal to the cost of the repair or replacement, and shall become a part of said owner's assessment due and payable to the Association. Determination of what damages shall be charged to the owners shall be made by the Association's Board of Directors.

SECTION 2. Maintenance and Lighting of the Common Area *AMENDED APRIL 29, 2000*

In addition to the exterior maintenance as set forth in the preceding Section 1 above, the Association will also provide exterior lighting for and the maintenance and irrigation of the Common Area and improvements thereon, including grass, trees, shrubs and walks.

If damage occurs to any improvement for which the Association has responsibility under this Section, through the willful or negligent act of any owner, their family, successors, assigns, tenants, guests or pets, the cost of such damage will be charged to the owner in an amount equal to the cost of repair or replacement, and shall become a part of said owner's assessment due and payable to the Association. Determination of what damages shall be charged to the owners shall be made by the Association's Board of Directors.

SECTION 3. Maintenance and Utilities

In addition to maintenance as set forth in the preceding Section 1 and 2, the Association shall perform or contract to perform, maintenance of all utilities such as sanitary sewer service lines, domestic water service line, and storm drainage lines located in the Common Area.

SECTION 4. Access at Reasonable Hours

For the purpose solely of performing the maintenance required by Section 1,2, and 3 hereof, The Association, through its duly authorized agents or employees, shall have the right, after reasonable notice to the owner to enter upon any lot or exterior of the dwelling thereof at reasonable hours on any day except Sunday.

SECTION 5. Management Agreement

The Association shall enter into a Management and Maintenance Agreement with the professional management firm, Compensation for the services from such an agreement shall be considered an operating expense of the Association. The Association may enter into a Management and Maintenance Agreement with the Declarant.

SECTION 6. Public Utility Easements

The Association grants the right of access to any public or private agency for construction, reconstruction, or maintenance of their utilities.

SECTION 7. Drainage

No individual or group of property owners shall at any time alter, obstruct, or cause any obstruction or change in the natural drainage of his or their collective lots, or change the grading as established by the site grading. An easement is hereby established along the back five- (5) feet of each lot and along the side yards of each lot for provision of lot drainage.

ARTICLE VII

COVENANT FOR ASSESSMENTS

SECTION 1. Creation of the Lien and Personal Obligation of Assessments

The Declarant, for each lot owned within the Properties, hereby covenants, and each owner of any lots by acceptance of a deed therefore, whether or not it shall be expressed in any such deed or other conveyance, is deemed to covenant and agree to pay the Association as hereinafter provided:

- (1) Annual assessments or charges
- (2) Special assessments for capital improvements
- (3) Monthly special assessments for water and sewer services furnished and consumed by the occupants of such lots, all such assessments to be fixed, established, and collected from time to time as hereinafter provided.

All annual and special assessments together provided, shall be a charge on the land and shall be a continuing lien upon the property against which such assessment is made. Each such assessment, together with such interest and costs of collection thereof (including reasonable attorney's fees) shall also be the personal obligation of the person who was the owner of such property at the time when the assessment fell due. The personal obligation shall not pass to his successors in title unless expressly assumed by them.

SECTION 2. Purpose of Assessments ***AMENDED APRIL 29, 2000***

The assessments levied by the Association shall be used for the purpose fulfilling the responsibilities of the Association as set forth in this Declaration and generally for promoting the recreation, health, safety and welfare of the residents of the Properties as determined by the Association's Board of Directors in its discretion, using reasonable business judgement.

SECTION 3. Basis and Maximum of Annual Assessments

Until January 1 of the year immediately following the conveyance of the first lot to an owner, the maximum annual common area assessment shall be \$240.00 per lot.

- (a) From and after January 1 of the year immediately following the conveyance of the first lot to an owner, the maximum annual assessment may be increased effective January 1 of each

- year without a vote of the membership by the same percentage increase, if any, as the Consumer Price Index (all items, City of Portland, published by the Department of Labor, Washington D.C.) for the preceding month of July as compared to the previous July index.
- (b) From and after January 1 of the year immediately following conveyance of the first lot to an owner, the maximum annual assessment may be increased by the Association above that established by the Consumer Price Index formula by a vote of the members who are owners of lots, for the next year and at the end of each year, provided that any such change shall have the assent of two-thirds (2/3) of the votes of each class of members at a meeting duly called for this purpose, written notice of which shall be sent to all such members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting, setting forth the purpose of the meeting.
 - (c) After consideration of current and future maintenance cost and future needs of the Association, the Board of Directors may fix the annual assessment at an amount not in excess of the maximum.

SECTION 4. Special Assessments for Capital Improvements

In addition to the annual assessments authorized above, the Association may levy in any assessment year, a special assessment applicable to that year only, for the purpose of defraying in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement of a described capital improvement upon the Common Area, including the necessary fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-third (2/3) of the votes of each class of membership who are voting in person at a meeting duly called for this purpose, written notice of which shall be sent to all members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting, setting forth the purpose of the meeting.

SECTION 5. Special Monthly Assessments for Utility Services (Sewer and/or Water) Furnished to Lots

In the event that charges for water and/or sewer services furnished to lots shall be billed directly to the Association by the Water or Sewer District furnishing the same, on a single or bulk basis, each lot receiving such services shall be obligated to pay its pro-rata portion of the total amount billed to the Association for such utility service. The due dates for payment of all such amounts shall be established by the Board of Directors of the Association. Funds received by the Association for the purpose of paying water and sewer charges will be segregated from other Association funds and will not be used for any other purpose.

SECTION 6. Rate of Assessment

Both annual and special assessments will be fixed for all lots and may be collected on a monthly basis provided, however, lots will be divided into two categories: "improved" and "unimproved lots" may be assessed at not less than twenty-five percent (25%) of the rate of "improved Lots". A lot will be deemed "improved" one-hundred-twenty (120) days after commencement of the construction of a permanent structure thereon. All other lots shall be deemed "unimproved".

SECTION 7. Quorum For Any Action Authorized Under Sections 3 and 4 Hereof.

At the first meeting called, as provided in Section 3 and 4 hereof, the presence at the meeting of members entitled to cast sixty percent (60%) of all the votes shall constitute a quorum. If the required quorum is not forthcoming at any meeting, another meeting may be called subject to the notice requirements set forth in Sections 3 and 4 and the required quorum at any such subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting.

SECTION 8. Date of Commencement of Annual Assessments: Due Dates.

The Annual assessment provided for herein shall commence as to all lots on the first day of the month following the conveyance of the Common Area. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of annual assessment against each lot at least thirty (30) days in advance of each annual assessment. Written notice thereof shall be sent to every owner subject thereto. The due dates shall be established by the Board of Directors. The Association shall, upon demand at any time, furnish a certificate in writing, signed by an officer of the Association setting forth whether the assessments on a specified lot have been paid. A reasonable charge may be made by the Board of Directors for the issuance of these certificates. Such certificates shall be conclusive evidence of payment of any assessment therein stated to have been paid.

SECTION 9. Effect of Non-Payment of Assessments.

Any assessment which is not paid when due shall be delinquent. If the assessment is not paid within thirty (30) days after the due date, it shall bear interest from the date of delinquency at the rate of six percent (6%) per annum; and the Association may bring an action at law against the owner personally obligated to pay the same, or foreclose the lien against the property; and interest, costs, and reasonable attorney's fees of any such action shall be added to the amount of such assessment. No owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his lot. In the case of water service charges delinquent more than thirty (30) days, service may be suspended for the period of time such charges remain unpaid, provided that upon payment such service shall be promptly restored.

SECTION 10. Subordination of the Lien to Mortgages.

The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any lot shall not affect the assessment lien. However, the sale or transfer of any lot which is subject to any mortgage pursuant to a Decree of Foreclosure, under such mortgage or any proceeding in lieu of foreclosure thereof shall extinguish the lien of such assessments as to payment thereof which became due prior to such sale or transfer. No sale or transfer shall relieve such lot from liability for any assessments thereafter becoming due or from the lien thereof.

SECTION 11. Exempt property

The following property subject to the Declaration shall be exempt from the assessments created herein:

- (a) All properties dedicated to and accepted by a local public authority.
- (b) The Common Area.
- (c) All properties owned by a charitable or non-profit organization exempt from taxation by the laws of the State of Washington. However, no land or improvements devoted to dwelling use shall be exempt from said assessments.

ARTICLE VIII

PARTY WALLS

SECTION 1. General Rules of Law to Apply.

Each wall which is built as a part of the original construction of the homes upon the Properties and placed on the dividing line between and lots shall constitute a party wall, and, to the extent not inconsistent with the provisions of this Article, the general rules of law of the State of Washington regarding party walls and of liability for property damage due to negligence or willful acts or omissions shall apply thereto.

SECTION 2. The cost of Repair and Maintenance

The cost of reasonable repair and maintenance of a party wall shall be shared by the owners who make use of the wall in proportion to such use.

SECTION 3. Destruction by Fire or Other Casualty.

If a party wall is destroyed or damaged by fire or other casualty, the owner who has used the wall may restore it, and if the other owners thereafter make use of the wall, they shall contribute to the cost of restoration thereof in proportion to such use without prejudice, however, to the right of any such owners to call for a larger contribution from the others under any rule of law regarding liability for negligent or willful acts of omission.

SECTION 4. Weatherproofing

Notwithstanding any other provision of this Article, an owner who by his negligent or willful act causes the party wall to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements.

SECTION 5. Right to Contribution Runs with Land.

The right of any owner to contribution from any other owner under this Article shall be appurtenant to the land and shall pass to such owner's successors in title.

SECTION 6. Arbitration.

In the Event of any disputes arising concerning a party wall, or under the provisions of this Article, each party shall choose one arbitrator, and such arbitrators shall choose an additional arbitrator, and the decision shall be by a majority of the arbitrators.

ARTICLE IX.

ARCHITECTURAL CONTROL COMMITTEE

It is hereby designated that the Architectural Control Committee of the Pinebrook Homeowners Association shall act as Administrators of the provisions of this Article.

- (a) The Architectural Control Committee shall consist of as many persons as the Board of Directors of the Pinebrook Homeowners Association shall designate, but not less than three (3) and no more than nine (9). The initial Architectural Control Committee shall serve for a period of three (3) years. The Directors of the Pinebrook Homeowners Association shall have the right to terminate the term of office of any member of the Architectural Control

Committee at any time and to appoint new or additional members. The Pinebrook Homeowners Association shall keep on file at its principal office a list of the names and addresses of the members of the Architectural Control Committee.

SECTION 2. Approval of Plans by Architectural Control Committee.

- (a) No building, fence, wall, or other structure shall be constructed or altered until there has been filed with and approved by the Architectural Control Committee plans and specifications of the same. Included with each proposal shall be, in a form satisfactory to the Architectural Control Committee, two (2) sets of plans and specifications showing:
- (1) The size and dimensions of the improvements.
 - (2) The exterior design.
 - (3) The exterior color scheme.
 - (4) The exact location of the improvement on the lot.
 - (5) The location of driveways and parking areas.
 - (6) The scheme for drainage and grading
 - (7) Proposed landscaping
- (b) Approval of said plans and specifications may be withheld if the proposed improvement is at variance with these covenants. Approval may also be withheld if, in the opinion of the Architectural Control Committee, the proposed improvement will be detrimental to the community because of grading and drainage plan, location of the structure on the building site, color scheme, finish design, proportions, shape, height, style, appropriateness, material use thereon, or Landscaping plan.
- (c) Changes in exterior color schemes of all structures shall be submitted to the Architectural Committee for approval.
- (d) Landowners may appeal any decision made by the Architectural Control Committee to the Board of Directors of Pinebrook Homeowners Association, whose decision is final.
- (e) The Architectural Control Committee's approval or disapproval as required in the covenants shall be in writing. In the event that the Committee or its designated representative fails to approve or disapprove within thirty (30) days after plans and specifications have been submitted to it, approval will not be required and the related covenants shall be deemed to have been fully complied with.
- (f) It shall be the responsibility of the Architectural Control Committee to determine that improvements have been completed in accordance with the plans as submitted and approved. Such determination must be made within sixty (60) days of the completion of the improvements. In the event the Architectural Control Committee shall determine that the improvement does not comply with the plans and specifications as approved, it shall notify the landowner within said sixty-day (60 day) period, whereupon the owner, within such time as the Architectural Control Committee shall specify, but not less than thirty (30) days shall either remove or alter the improvement or take such action as the Architectural Control Committee shall designate. *If no action of the Architectural Control Committee is taken*

within sixty (60) days of the date of the completion of the improvements, the improvement shall be conclusively deemed to be satisfactory to the Architectural Control Committee.

- (g) The original construction by the Declarant hereunder or by any firm, person, or corporation approved by the Declarant and engaged in the construction in the ordinary course of business shall be exempt from the requirements of this Section 2.

ARTICLE X

PERMITTED AND PROHIBITED USES.

SECTION 1. All property in Pinebrook shall be used solely and exclusively for residences. A building site shall consist of not less than one (1) lot as shown on the recorded plat, and no lot shall be divided except for the purpose of attaching portions thereof to adjacent building sites.

SECTION 2. No animals, livestock, poultry of any kind, other than household pets shall be kept or maintained on any part of said property. Dogs and cats, not to exceed a total of two (2) may be kept on said property, provided that they are not kept, bred, or maintained for any commercial use or purpose, and kept on a leash at all times when outside.

SECTION 3. No building or structure shall be moved onto any land embraced in said subdivision from any land outside of said subdivision. No trailers shall be maintained on any building site as a residence. No building of any kind shall be erected or maintained on a building site prior to the erection of a dwelling house thereon, except that a garage or other small building or permanent construction may be erected for the storing of tools and other articles, but shall not be used for residence purposes.

SECTION 4. Except with the approval of the Architectural Control Committee, landowners shall at no time keep or permit to be kept on their premises any house trailer, truck, camper, mobile home, boat or trailer, unless housed within a garage or suitably screened from view of street or park areas.

SECTION 5. The work of construction of all buildings and structures shall be prosecuted diligently and continuously from commencement of construction until the structures are fully completed and painted. All structures shall be completed as to external appearance, including finish painting within ten (10) months from the date of commencement of the construction, unless prevented by cause beyond the owner's control.

SECTION 6. No garbage, refuse, rubbish, or cuttings shall be deposited on or left on the lot premises unless placed in an attractive container suitably located and screened from public view. No building material of any kind shall be placed or stored upon any property in said subdivision until the owner is ready to commence construction. The recreational vehicle storage area may be used for storage of building materials if space is available.

SECTION 7. No noxious or undesirable thing, nor noxious or undesirable use of the property in said addition whatsoever, shall be permitted or maintained upon any building sites in said addition.

SECTION 8. No signs of any kind, except public notice by a political division of the State or as required by law, shall be erected, posted, or displayed on any building site or portion of this subdivision whatsoever; provided, however, that any builder may erect and display signs during the period he is building and selling property in said subdivision, and that any owner wishing to sell his home may place one sign not larger than four hundred (400) square inches advertising the property for rent or sale.

SECTION 9. Oil drilling or oil development operations, refining, mining operations of any kind, or the operation of quarries, gravel and sand pits, soil removing or top soil ripping shall not be permitted on any of the building sites or the subdivision described herein.

SECTION 10. No individual water supply shall be permitted on any lot unless such system is located, constructed, and equipped in accordance with the requirements, standards, and recommendations of the Clark County Health Department. Approval of such systems as installed shall be obtained from such authority.

SECTION 11. No clotheslines shall be located on lot premises so as to be visible from the street, a private way, dwelling houses on other lots, or public areas.

SECTION 12. No fuel tank shall be maintained above ground on any lot premises unless screened from view in a manner satisfactory to the Architectural Control Committee.

SECTION 13. Except with the permission of the Architectural Control Committee, the natural drainage of any lot shall not be changed.

SECTION 14. No person shall repair or restore any motor vehicle, boat, trailer, aircraft, or other vehicle upon any lot or upon the Common Area except for such emergency repairs necessary to enable the movement thereof to a proper facility.

ARTICLE XI

EASEMENT.

Easements for installation and maintenance of utilities are reserved as shown on the recorded plat or other instruments of record.

ARTICLE XII

PRESERVATION OF VIEW RIGHTS.

The Architectural Control Committee shall have the responsibility of determining whether trees or other vegetation on the premises of any lot unreasonably interferes with the view of other residences of this subdivision. In any case in which the Architectural Control Committee shall determine that there is such interference, it shall send a notice in writing to the landowner involved, which notice shall set forth the receipt to which the trees or other vegetation shall be pruned or removed. If within thirty (30) days after receipt of such notice, and Landowner has not caused the trees or other vegetation to be pruned or removed to the extent required by the Architectural Control Committee, the Pinebrook Homeowners Association, at its expense, may do such work; provided that the Pinebrook Homeowners Association, if it so desires, may charge the cost of such work to the residents of this subdivision who have refused to perform the pruning or removal of such trees or other vegetation.

ARTICLE XIII

GENERAL PROVISIONS

SECTION 1. Enforcement.

The Association, or any owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association or any owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

SECTION 2. Severability

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

SECTION 3. Amendment

The covenants and restrictions of this Declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by the Association, or the owner of any lot subject to this Declaration, their respective legal representatives, heirs, successors, and assigns, for a term of thirty (30) years from the date of this Declaration being recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years.

The covenants and restrictions of this Declaration may be amended during the first thirty-year (30-year) period by an instrument signed by not less than ninety percent (90%) of the lot owners, and thereafter by an instrument signed by not less and seventy-five percent (75%) of the lot owners. Any amendment shall be by instrument executed by the President and Secretary of the Association and must be properly recorded.

SECTION 4. Annexation.

Additional residential property and Common Area may be annexed to the properties with the consent of two-thirds (2/3) of each class of members.

SECTION 5. 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, the Veterans Administration, and Clark County:

- (a) Annexation of additional properties.
- (b) Dedication of Common Area.
- (c) Amendment of this Declaration of Covenants, Conditions, and Restrictions.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein has hereunto set its hand and seal this 14th day of November 1973.

TRANSCORP OF WASHINGTON, INC.

(Original signed by)

William W. Davies, President

STATE OF WASHINGTON ss

COUNTY OF CLARK

On this day personally appeared before me, William W. Davies, to me known to be the President of Transcorp of Washington, Inc., the corporation that executed the foregoing instrument, and acknowledge the said instrument to be the free and voluntary act and deed of said corporation, for the purposes and uses therein mentioned, and on oath stated that he is authorized to execute the said instrument and that the seal affixed is the Corporate Seal of said organization.

WITNESS my hand and official seal hereto affixed this 14th day of November 1973.

FILED FOR RECORD

CLARK CO. WASH.

(Original signed by)

TRANSAMERICA TITLE INS. CO.

Nov. 15 8:39 AM '73

NOTARY PUBLIC in and for the
State of Washington

AUDITOR DON BONKER

My commission expires (8/15/77)

