

**NOTICE
REGARDING
CERTAIN DISCRIMINATORY RESTRICTIONS, IF APPLICABLE**

Omitted from the attached document is any covenant or restriction that is based upon, but not necessarily limited to, race, color, religion, sex, sexual orientation, familial status, marital status, disability, handicap, national origin, ancestry, source of income, gender, gender identity, gender expression, medical condition or genetic information, as set forth in applicable state or federal law, except to the extent that such covenant or restriction is permitted by applicable law.

Oregon Version 20150707

**RECORDING REQUESTED BY
AND WHEN RECORDED RETURN TO:**

Brian H. Wolfe, P.C.
303 E. 16th St., Suite 103
Vancouver, WA 98663

Grantor: DGV HOMES, LLC, a Washington limited liability company

Grantee: The Public

Abbreviated Legal: PTN SEC 12, T2N, R1EWM

**Assessor's Tax Parcel
ID NO.:** 156429-000

**DECLARATION OF
COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS
FOR
KKWZ ESTATES**

THIS DECLARATION is made on the date set below by DVG Homes, LLC, (hereinafter collectively referred to as "Declarant").

RECITALS:

- A. Declarant, DGV Homes, LLC, is the Owner of certain real property located in Clark County, State of Washington, which property is described herein in Exhibit "A" and incorporated herein fully by this reference.
- B. The real property legally described in Exhibit A is known as KKWZ ESTATES ("Property"). KKWZ ESTATES is a plat community, as that term is defined in Chapter 64.90 RCW, consisting of 21 residential Lots and Common Elements located in Clark County, Washington.
- C. The purpose of this Declaration is to provide a means for maintaining and controlling the Property.

- D. Declarant will provide leadership in organizing and administrating the homeowners' association during the development period, but expects Owners within KKWZ ESTATES to accept responsibility for administration at the Transition Meeting referred to in Section 6.8 below. Funds for the maintenance of Common Elements and other areas within the development will be provided through Assessments against those who own Lots within KKWZ ESTATES.
- E. Declarant hereby declares that the Property and all improvements on the Property are subject to the provisions of this Declaration. The Property will be held, conveyed, hypothecated, encumbered, leased, rented, used, occupied and improved subject to the covenants, conditions and restrictions stated in this Declaration. All of the limitations, easements, uses, obligations, covenants, conditions and restrictions stated in this Declaration are enforceable as equitable servitudes, run with the Property, and inure to the benefit of and are binding on all Owners and all other parties having or acquiring any right, title or interest in any part of the Property.

NOW, THEREFORE, Declarant declares that the Property described in this Declaration, known as KKWZ ESTATES, is subject to the following covenants, conditions, restrictions and easements.

1. DEFINITIONS

As used in this Declaration, the following terms have these meanings:

- 1.1 "**Owner**" refers to the record holders of a fee interest, grantors under any deed of trust, and contract purchasers who are in possession of a lot. Declarant shall be considered the Owner of all lots which it has not yet sold or which it reacquires.
- 1.2 "**Property**" shall mean and refer to that certain real property hereinbefore described and referenced on the attached Exhibit A and the easement and common area described on Exhibit B.
- 1.3 "**Act**" means the Uniform Common Interest Ownership Act, Chapter 64.90 RCW.
- 1.4 "**Association**" means the nonprofit corporation formed to serve as a homeowner association known as KKWZ ESTATES HOMEOWNERS ASSOCIATION.
- 1.5 "**Declaration**" means this Declaration of Covenants, Conditions, Restrictions and Easements for KKWZ ESTATES, and any amendments thereto.
- 1.6 "**Lot**" means a numerically designated residential platted lot within the Property illustrated in Exhibit A-1.
- 1.7 "**Member**" means an Owner having the right to participate in the Association.
- 1.8 Other terms used in this Declaration may be defined in the Act, and such definitions will apply and are incorporated into this Declaration, even if the first letter of a word defined in the Act is not capitalized in this Declaration. All applicable provisions of the Act not varied in this Declaration or the Governing Documents, as permitted, apply and are incorporated into this Declaration and the other Governing Documents by this reference.

DECLARATION OF COVENANTS, CONDITIONS RESTRICTIONS
AND EASEMENTS – Page 2

2. PROPERTY SUBJECT TO THESE COVENANTS

- 2.1 Property. Declarant declares that all the real property described below is owned and must be owned, conveyed, hypothecated, encumbered, leased, rented, used, occupied and improved subject to this Declaration:

The perimeter of the Property is legally described in Exhibit A and illustrated in Exhibit A-1 (Plat).

The Property is also subject to the conditions in the Final Order approving the KKWZ ESTATES Subdivision under Clark County File No. PLD-2018-00049, which Final Order is incorporated into this Declaration by reference. Any obligations in the Final Order, including any design standards, are binding on the Association and Lot Owners. All Plat notes on the recorded Plat of the Property are binding on the Association and Lot Owners.

3. COMMON ELEMENTS AND COMMON IMPROVEMENTS

- 3.1 Designation of Common Elements and Common Improvements. The Common Elements consist of the following which will be owned by the Association automatically upon the sale of the first Lot pursuant to RCW 64.90.200(3):

3.1.1 All area commonly owned or maintained within the Property by the Association, such as planter strips along the perimeter and internal streets and all trees and landscaping within the them. The Owners will continue to have an obligation to maintain planter strips fronting their Lots and the costs for doing so. All Owners are also responsible for the cost of maintenance and repair of any Common Elements listed herein through Assessments as may be shown on the Plat, except where fewer than all of the Lots benefit from the Common Element.

3.1.2 Street within KKWZ ESTATES is a private street known as NE 46th Avenue and must be maintained by the Association.

3.1.3 There is a Storm Water Treatment Facility within the Plat which must be maintained by the Association and periodically filters therein must be changed.

3.1.4 Perimeter fencing, if any, along the boundaries of the Plat.

3.1.5 Tract A, a private road flowing westerly from the cul-de-sac at the end of NE 46th Avenue and servicing Lots 13, 14, 15 and 18.

- 3.1.6 Tract B, a 2069 square foot parcel lying west of the entryway of NE 46th Avenue onto 60th Street and commencing on NE 60th Street and proceeding northerly 91.18 feet.
 - 3.1.7 All other areas located within the Property but not within any Lot commonly owned or commonly maintained within the Property by the Association.
 - 3.1.8 Limited Responsibility. The owners of Lots 13, 14, 15 and 18 are solely responsible for equally sharing the cost of maintenance and repair of Tract A, which is the joint driveway serving their Lots beginning at the northerly terminus of NE 46th Avenue as shown on the Plat
- 3.2 Allocated Interests. Each Lot Owner has a 1/21st of the Common Element expense for each Lot owned. The formula establishing the Common Element expense is a fraction consisting of the number of Lots owned by the Owner divided by the total number of Lots in KKWZ ESTATES (21). The formula establishing the voting rights is one vote per Lot.
- 3.3 Regulation of Common Elements. The Board has the authority by rule to limit the Lot Owners' right to use any Common Elements.

4. PROPERTY RIGHTS IN LOTS

The Owner of a Lot in the Property is entitled to the exclusive use and benefit of such Lot, except as otherwise expressly provided in this Declaration, but in all cases the Lot is bound by and each Owner and Declarant must comply with the restrictions contained in Article 5 below and all other provisions of this Declaration for the mutual benefit of all Owners.

5. DECLARATION OF PROTECTIVE COVENANTS REGARDING USE

- 5.1 Building Restrictions. All dwellings, or garage or any part, or any other structure must be erected in conformity with all local building codes and regulations of Clark County, Washington, and the conditions noted on the Plat of KKWZ ESTATES. No dwelling may be constructed or permitted upon any Lot other than one single-family dwelling for a single-family occupancy only, not to exceed two stories in height above grade. No structure of a temporary character, basement only, tent, shack, garage, barn, prefabricated structure or other outbuildings, or mobile home or trailer may be used as a residence, even on a temporary basis during the course of construction.
- 5.2 Square Foot Minimum – Dwellings. The floor area of the dwelling structure, exclusive of basements, open or screened porches and garages, may not be less than 1,600 square feet for a one-story building or 2,000 square feet for a two-story dwelling. No mobile or manufactured homes are allowed.

DECLARATION OF COVENANTS, CONDITIONS RESTRICTIONS
AND EASEMENTS – Page 4

- 5.3 **Roof.** All roofs must be of minimum thirty-year architectural composition shingle, or be composed of metal or have metal accents, in the colors of black, charcoal, or “weathered wood”, or of substantially similar color, as approved by the Board.
- 5.4 **Color.** Unless otherwise approved by the Board, only semi-transparent or solid paints or stains in earth-tone hues, or black/white color schemes, are acceptable. The color combination for the body and trim of a dwelling may not be repeated by any two dwellings sharing a common side-yard boundary or by any dwelling on Lots across the street from each other. Lots are across the street from each other if the two Lots front the same street, and if a straight line, perpendicular to the street, can be drawn across the street between any point on one Lot to any point on the other Lot. In approving a paint color, the Board has the discretion to determine if the intent of this section to break up the color scheme is met even if there is not strict compliance.
- 5.5 **Siding.** Unless approved otherwise by the Board, all elevations of each dwelling must be of cedar, redwood, fiber cement product, lap siding, or board and batten pattern, with shakes or shingles, or such other equivalent accents. Vinyl siding is not allowed.
- 5.6 **Garages.** Each dwelling must include an attached garage designed to enclose a minimum of two (2) passenger vehicles. Each dwelling’s attached garage may not include more than three (3) passenger vehicle bay doors facing the street, OR two (2) passenger vehicle bay doors and one (1) RV-style bay door facing the street. Tandem vehicle parking inside the enclosed garage (e.g. one vehicle in front of the other) is allowed. Additional vehicle bay doors may be allowed if not facing the street. Carports are not permitted, Garage doors must be painted or stained and not left factory primed.
- 5.7 **Outbuildings.** No outbuilding may be no more than one level and must match (i.e. be of like kind, height and material to) dwelling in material, color and design. The location of such outbuilding must be set back or even with the front of the house. No used building or structure may be moved or placed on the Property or any Lot. The Board must approve all outbuildings, including but not limited to sheds, shops, detached garages, accessory dwelling units, and similar structures. All outbuildings must comply with all applicable side and rear yard setbacks.
- 5.8 **Fencing.** All Lots must be fenced in the rear and side yards by the homebuilder at the time of construction of the dwelling on the Lot. No fence may be situated street-ward of the front yard set-back line (as determined by the then current applicable municipal set-back regulations), and all side-yard fencing must be street-ward to within at least ten feet from the front foundation corner of the dwelling except that the Board may grant an exception to this requirement if there are special circumstances applicable to a Lot that would make compliance with this standard infeasible. With the exception of the frontage fencing, all fencing must be six-foot, dog-eared, three rail with metal posts, substantially similar in detail to the attached drawing in Exhibit B; and all fences must have at least one coat of oil stain (i.e. Olympic, Semi-transparent Walnut (708) or equivalent) applied before or at time of installation. Notwithstanding the foregoing requirements, Declarant has the unqualified right to install fences of any type within or along the boundary lines, Common Elements,

easements or other areas while these areas are with Declarant's ownership during the period of Declarant's Control, defined below, including, but not limited to, metal, cyclone or chain-link fencing.

- 5.9 Curb Cuts. All curb and pavement cuts must be professionally sawn; provided, however, that curb grinding is also allowed. Any damage to the street from a driveway curb cut, concrete spalling, or settlement, is the builder/Lot Owner's responsibility to repair for a period of not less than two years from the date of the curb modification. All curb cuts must equal existing curbs in appearance, texture, and sub-grade compaction.
- 5.10 Landscaping Requirements. Each Lot's street-facing side yards exterior of the fencing and the Lot's front and rear yards must be fully landscaped concurrently with construction of the dwelling. Rear yard landscaping may be completed up to 6 months from the date of the certificate of occupancy if approved by the Board, and as long as all required erosion control measures are in place.
- 5.10.1 Each Owner must maintain the landscaping and yard area in an attractive appearance and free from insects and diseases. Each Owner must provide for timely replacement of lost plant life and bark dust, and trimming and pruning of plant material to prevent an overgrown look. Hedges must be kept trimmed and neat and not exceed eight (8) feet in height.
- 5.11 Exterior Lighting. Type and placement of exterior lighting devices must reasonably eliminate glare and annoyance to adjacent property Owners and passersby. No light may be directed outside the residential Lot line.
- 5.12 Deck and Patio Covers. All covers for decks and patios must be of complementary design and be constructed of the same materials as dwellings. Covers of metal and plastic sheathing are prohibited.
- 5.13 Maintenance. Each Owner must maintain his Lot and improvements thereon in a clean and attractive condition, in good repair and in such fashion as not to create a fire hazard. Such maintenance must include, without limitation, painting, repair, replacement and care for roofs, gutters, downspouts, exterior building surfaces, walks and other exterior improvements and glass surfaces. All repainting or res-staining and exterior remodeling is subject to prior review and approval of the Board. In addition, each Owner must keep all shrubs, trees, grass, and plantings of every kind on his Lot, neatly trimmed, properly cultivated and free of trash, weeds and other unsightly material.
- 5.14 Retaining Walls. Retaining walls located completely within a Lot, if any, are the responsibility of that Lot Owner to maintain and repair the retaining walls and the costs therefor. Retaining walls serving more than one Lot is the equal responsibility of the affected Lot Owners to maintain and repair the retaining walls and the costs therefor. Retaining walls must be made of concrete or masonry product or of rock, and all effort must be made to limit the height of such walls to only the height that is necessary for the retaining wall to function as intended and in all events must conform to local building codes.

5.15 Permitted and Non-Permitted Uses.

5.15.1 No Subdivision or Partition. No platted Lot within the Property may be further subdivided or partitioned so as to create more than one parcel.

5.15.2 Residential Use. Lots may only be used for residential purposes. Except home occupations authorized by local zoning laws, no trade, craft, business, profession, commercial or similar activity of any kind may be conducted on any Lot, nor may any goods, equipment, vehicles, materials or supplies used in connection with any trade, service, or business be kept or stored on any Lot outside of the residence. Nothing in this paragraph is intended to prohibit (a) activities relating to the rental or sale of Property, (b) the right of Declarant or any contractor or homebuilder to construct improvements on any Lot, to store construction material and equipment on such Lots in the normal course of construction, and to use any Lot as a sales or rental office or model or apartment for the purposes of sale or rental, and (c) the right of the Owner of property to use the residence as a home office; provided, however, that the residence is not generally open to the public and is limited to occasional by-appointment-only customers, client or trade visitor visitation. The Board may not approve commercial activities otherwise prohibited by this paragraph unless the Board determines that only normal residential activities would be observable outside of the residence and that the activities would not be in violation of applicable government ordinances.

5.15.3 Animals. No animals, livestock, or poultry of any kind may be raised, bred, kept, or permitted within any Lot or the Property other than a reasonable number of household pets. For the purposes of this Section 5.15.3, “a reasonable number of household pets,” means no more than a maximum combined total of 4 cats and/or dogs. No household pets may be commercially bred or commercially raised on the Property. No dog whose barking causes a regular disturbance to any Owner is allowed. Any inconvenience, damage, or unpleasantness caused by an animal is the responsibility of the respective Owner. No dog is permitted to roam the Property unattended, and all dogs must be kept on a leash while outside a Lot. An Owner or resident may be required to remove an animal upon receipt of the third notice in writing from the Association Board of violation of any rule, regulation or restriction governing animals within the Property. Any animal droppings must immediately be collected and disposed of by the animal Owner. All animal pens and enclosures must be kept clean and free of odor at all times. No animal may be kept if it is a nuisance.

5.15.4 Garbage and Refuse Material. No trash, garbage, or other refuse, junk vehicles, underbrush, or other unsightly growths or objects may be thrown, dumped or allowed to accumulate on any Lot, driveway or other areas within the Property. Trash, garbage or other waste may not be kept except in sanitary containers.

5.15.5 Offensive or Unlawful Activities. Owners may not engage in or conduct, or suffer and permit others to engage in or conduct, any noxious or offensive activities on a Lot or on the Property, or place, install, or locate any material or improvement on a Lot or on the Property that may unreasonably interfere with or unreasonably jeopardize other Owners' use and enjoyment of their respective Lots or the Property. Owners, their lessees, guests, and invitees may not cultivate, process, dry, use, or consume, or suffer and permit any person to cultivate, produce, process, dry, use, or consume any parts of the plant Cannabis family Moraceae (Marijuana) on any Lot except in Living Units and/or other enclosed structures. Owners must comply with all laws, zoning ordinances, and other regulations validly adopted by any local, state, or federal government having jurisdiction over the Property. Owners and other occupants may 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.

5.15.6 Vehicles in Disrepair. No Owner may permit any vehicle which is in an extreme state of disrepair to be abandoned or to remain parked upon any Lot, for a period in excess of 48 hours, unless kept within a garage. A vehicle is deemed to be in an "extreme state of disrepair" when, due to its appearance or continued inoperability, its presence reasonably offends the occupants of the neighborhood.

5.15.7 Erosion. No Owner or resident of a Lot or parcel may allow any condition to arise or continue that causes soil erosion. If soil erosion is caused by a condition on or occurring on a Lot, is present at any time, it is the responsibility of the Owner of the Lot to immediately correct the condition and stop the erosion. No Owner may denude a Lot or portion thereof in such a fashion that it causes erosion to occur, except during construction, in which later event, the conditions of this section must be observed. All bare dirt must be covered with straw, visqueen, or a similar substance that is designed to prevent rainwater from eroding bare soil. Erosion control fences, catch-basin bags and other measures required by Clark County's erosion control ordinance, and the drainage and erosion control plans approved for the land use approval governing the Properties must be employed for all construction activities. This section creates duties as between individual Owners, which will also be owed to the Association.

5.15.8 Parking.

- (a) No Owner or resident may park any vehicle in such a way as to intentionally or unintentionally, block the neighboring resident's access to their driveway.
- (b) Vehicles which are not in regular use must not be parked in streets or driveways. Vehicles may not be parked on the street more than seven consecutive days without leaving the street.

6. HOMEROWNERS ASSOCIATION

6.1 Formation. Declarant must form and organize an association of all of the Owners within the Property during the period of Declarant's Control, defined below. Such Association, its successors and assigns, will be organized under the name "KKWZ ESTATE HOMEOWNERS ASSOCIATION" or such similar name as Declarant designates, and will have such property, powers and obligations as are set forth in the Articles of Incorporation and Bylaws for the Association for the benefit of the Property and all Owners. Declarant has full control of the Association until the Transition Meeting described in Section 6.8 occurs (Declarant's Control). During Declarant's Control, Declarant has the Special Declarant Rights set forth in Section 6.3.

6.2 Declarant's Control Period. Declarant's rights to control the Association expires no later than the earliest of the following:

6.2.1 60 days after conveyance of 16 of the Lots that may be created to Owners than a Declarant.

6.2.2 The day Declarant, after giving notice in a Record to Owners, records an amendment to the Declaration voluntarily surrendering all rights to appoint and remove officers and Board members.

6.3 Special Declarant Rights. Declarant has the following Special Declarant Rights until it no longer owns a Lot within KKWZ ESTATES, or until Declarant voluntarily relinquishes these rights by recording an amendment to this Declaration.

6.3.1 The option but not the obligation to complete any improvements indicated on the Map or described in the Declaration or a public offering statement;

6.3.2 Maintain sales offices, management offices, signs advertising the KKWZ ESTATES subdivision and model homes;

6.3.3 Use easements through the Common elements for the purpose of making improvements within the community, or within real estate that may be added to the common interest community;

6.3.4 Merge or consolidate KKWZ ESTATES with other common interest communities of the same form of ownership;

6.3.5 Appoint or remove any officer or Board member of the Association and veto or approve a proposed action of the Board and Association during the period of Declarant's Control.

6.3.6 Control any construction, design reviews, or aesthetic standards committee or process (any provision in Article 5 of this Declaration that requires Board approval will be exercised exclusively by Declarant until Declarant relinquishes control of the Association);

6.3.7 Attend meetings of the Owners, and except during an executive session, the Board; and

6.3.8 Have access to the records of the Association to the same extent as an Owner.

6.4 Organization. Declarant must organize the Association as a nonprofit corporation under the general nonprofit corporation laws of the State of Washington during Declarant's Control. The Articles of Incorporation of the Association must provide for its perpetual existence until dissolved and in such case, the termination provisions in the Act apply.

6.5 Membership. Every Owner of one or more Lots within the Property, will 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. This membership commences, exists and continues simply by virtue of ownership, will expire automatically upon termination of such ownership, and need not be confirmed or evidenced by any certificate or acceptance of membership.

6.6 Voting Rights. All Owners are entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons are Members. The vote for such Lot must be exercised as the Members among themselves determine, but in no event may more than one vote be cast with respect to any Lot.

6.7 Powers and Obligations. The Association has all of the powers, duties, and obligations contained in the Governing Documents. The powers and obligations of the Association may from time to time be amended, repealed, enlarged or restricted by changes in the Governing Documents made in accordance with the provisions of such instruments and with the nonprofit corporation laws of the State of Washington. The Board must act in all instances

on behalf of the Association except that it cannot take any action that affects any of Declarant's rights set forth in Sections 6.1 and 6.3. In the performance of their duties, the officers and members of the Board must exercise the degree of care and loyalty required of an officer or director of a corporation organized under Chapter 24.03ARCW (Nonprofit Corporation Act).

- 6.8 Initial Board: Transition Meeting. Declarant has the right to name an initial board of no more than three directors, who will be named in the Association's Articles of Incorporation. These directors will serve as the Board of Directors of the Association until replaced by Declarant during Declarant's Control of the Association, or their successors have been elected by the Owners. Declarant must call a meeting of the Association for the purpose of turning over administrative responsibility for the Property to the Association within 30 days of expiration of Declarant's Control. Expiration of Declarant's Control of the Association will not affect the rights of Declarant as an Owner under the Declaration, Bylaws or other Governing Document. At the Transition Meeting, the interim directors must resign and their successors must be elected by the Owners as provided in the Bylaws of the Association.
- 6.9 Transfer of Association Property. No later than 30 days following the date of the Transition Meeting, Declarant must deliver or cause to be delivered to the Board elected at the Transition Meeting all property of the Lot Owners and Association including, but not limited to:

6.9.1 The original or a copy of the recorded Declaration and each amendment to the Declaration;

6.9.2 The Organizational Documents of the Association;

6.9.3 The minute books, including all minutes, and other books and records of the Association;

6.9.4 Current rules and regulations that have been adopted;

6.9.5 Resignations of officers and members of the Board who are required to resign because Declarant is required to relinquish control of the Association;

6.9.6 The financial records, including canceled checks, bank statements, and financial statements of the Association, and source documents from the time of formation of the Association through the date of transfer of control to the Lot Owners;

6.9.7 Association funds or the control of the funds of the Association;

6.9.8 Originals or copies of any recorded instruments of conveyance for any Common Elements included within the Property but not appurtenant to the Lots;

6.9.9 All tangible personal property of the Association;

6.9.10 Except for alterations to a Lot done by a Lot Owner other than Declarant, a copy of the most recent plans and specifications used in the construction or remodeling of the common interest community;

6.9.11 Originals or copies of insurance policies for the Property and Association;

6.9.12 Originals or copies of any certificates of occupancy that may have been issued for the Property in its possession;

6.9.13 Originals or copies of any other permits obtained by or on behalf of Declarant and issued by governmental bodies applicable to the Property;

6.9.14 Originals or copies of all written warranties that are still in effect for the Common elements, or any other areas or facilities that the Association has the responsibility to maintain and repair, from the contractor, subcontractors, suppliers, and manufacturers and all owners' manuals or instructions furnished to Declarant with respect to installed equipment or building systems;

6.9.15 A roster of Lot Owners and Eligible Mortgagees, if any, and their address and telephone numbers, if known, as shown on Declarant's records and the date of closing of the first sale of each Lot sold by Declarant;

6.9.16 Originals or copies of any leases of the Common Elements and other leases to which the Association is a party;

6.9.17 Originals or photocopies of any employment contracts or service contracts in which the Association is one of the contracting parties or service contracts in which the Association or the Lot Owners have an obligation or a responsibility, directly or indirectly, to pay some or all of the fee or charge of the person performing the service; and

6.9.18 Originals or copies of all other contracts to which the Association is a party.

6.10 Account Review. Within 60 days of the Transition Meeting, the Board must retain the services of a certified public accountant to perform a review of the records of the Association as of the date of the Transition Meeting in accordance with generally accepted auditing standards unless the Lot Owners, other than Declarant, to which a majority of the votes are allocated elect to waive the review.

6.11 Termination of Contracts and Leases. Within 2 years after the Transition Meeting, the Association may terminate without penalty, upon not less than 90 days' notice to the other party, any of the following if it was entered into before the Board was elected:

6.11.1 Any management, maintenance, operations, or employment contract, or lease of recreational or parking areas or facilities; or

6.11.2 Any other contract or lease between the Association and Declarant or an affiliate of a Declarant.

6.11.3 The Association may also terminate without penalty, at any time after the Board elected by the Lot Owners takes office upon not less than 90 days' notice to the other party, any contract or lease that is not bona fide or was unconscionable to the Lot Owners at the time entered into; provided that, this prohibition does not apply to:

- (a) any lease the termination of which would terminate KKWZ ESTATES or reduce its size, unless the real estate subject to that lease was included in the Property for the purpose of avoiding the right of the Association to terminate a lease under this section; or
- (b) a Proprietary Lease.

6.12 Failure to Call Transition Meeting. If Declarant fails to call the Transition Meeting as required by Section 6.8, any Owner of a Lot may call the meeting by giving notice as provided in the Bylaws.

7. MAINTENANCE

7.1 Association Obligation. The Association must maintain the Common Elements and Common Improvements described in Article 3.

7.2 Standards. The Association, its heirs, successors and assigns, is the owner of, and is responsible for the maintenance of, the Common Elements and Common improvements, to the construction standard to which it is originally built. The Association must not damage any real or personal property of any Lot Owner in the exercise of the inspection and maintenance responsibilities of the Association, and no Lot Owner may interfere with the Association's access to the Common Improvements for the purposes of inspection and

maintenance. The Association may, at the sole discretion of the Association, replace any or all of the Common Improvements in lieu of repair, as a Common Expense.

8. ASSESSMENTS

- 8.1 Purpose of Assessments. The Assessments levied by the Association must 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 Elements and Improvements and other areas to be maintained by the Association.
- 8.2 Apportionment of Assets. All Lots are subject to Assessment at the time the first Lot is conveyed and all Owners must pay an equal pro rata share of the Assessment commencing upon the date as set forth in Section 8.3 below. Each year thereafter, the annual Assessment will be due upon receipt of notice from the Board. 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 may delay commencement of Assessments for some or all Common Expenses or Specially Allocated Expenses, in which event Declarant must pay all of the Common Expenses or Specially Expenses that have been delayed.
- 8.3 Annual Assessments. Once Declarant determines that Assessments will be assessed against Lots, the Board must prepare an operating budget for the Association, and annually thereafter, taking into account the current costs of maintenance and services and future needs of the Association, any previous over-Assessment, and any funds in an account of the Association. The Board, by resolution, may increase the annual Assessment as a result of the budgeting process. Within 30 days after adoption by the Board of any proposed regular or special budget of the Association, the Board must set a date for a meeting of the Owners to consider ratification of the budget not less than 14 nor more than 50 days after mailing of the summary. Unless at that meeting the Owners of a majority of the votes in the Association are allocated or any larger percentage specified in the Governing Documents reject the budget, in person or by proxy, the budget is ratified, whether or not a quorum is present. In the event the proposed budget is rejected or the required notice is not given, the periodic budget last ratified by the Owners will continue until such time as the Owners ratify a subsequent budget proposed by the Board except that the Board may increase Assessments without Owner approval of a budget or an Assessment increase to cover actual Common Expenses incurred by the Association. Additional provisions related to the budget, including reserves, are set forth in the Bylaws.
- 8.4 Special Assessments. In addition to the general Assessments provided in Section 8.3, Special Assessments may be levied against Owners for the purpose of defraying, in whole or in part, the cost of any unanticipated or significant expense of the Association, and any Special Assessment may be levied only with the concurrence of 67% or more of the Owners. Special Assessments may also include any cost or charges assessed by the Association against a Lot to reimburse the Association for the following:

8.4.1 Expenses associated with the operation, maintenance, repair, or replacement of any specified Limited Common Element against the Lots to which that Limited Common Element is assigned, equally or in any other proportion that the Board equitably decides;

8.4.2 Expenses specified in the Declaration as benefiting fewer than all of the Lots or their Lot Owners exclusively against the Lots benefited in proportion to their Common Expense liability; and

8.4.3 The costs of one or more specified utilities in proportion to respective usage or upon the same basis as such utility charges are made by the utility provider.

8.5 Creation of Lien and Personal Obligation of Assessments. Declarant, for each Lot owned by it within the Property, does hereby covenant, and each Owner of any Lot by acceptance of a conveyance of a Lot, whether or not so expressed in any such conveyance, is 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 the Governing Documents of the Association. Such Assessments and charges, together with any interest, expenses or attorneys' fees imposed, will be a charge on the land and a continuing lien upon the Lot against which each such Assessment or charge is made at the time each Assessment or charge is due. Such Assessments, charges, and other costs will also be the personal and joint and several obligation of the person(s) who was/were the Owner of such Lot at the time when the Assessment or charge fell due. Such liens and personal obligations may be enforced in the manner set forth in Article 9 below. Lien –perfection and priority are addressed by the Act.

9. ENFORCEMENT

9.1 Violation of Protective Covenants. In the event any Owner violates any provisions of the Governing Documents, then the Association acting through its Board must notify the Owner in writing of any such specific violations. If the Owner is unable, 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, then the Association acting through its Board, after notice and opportunity to be heard, has the right to do any or all of the following:

9.1.1 Assess reasonable fines against such Owner in accordance with a previously established schedule of fines adopted by the Board furnished to the

Owners, which fines will constitute individual Assessments for purposes of this Declaration;

9.1.2 Cause any vehicle parked in violation of any Governing Document to be towed and impounded at the Owner's expense, which expense if paid by the Association will constitute an individual Special Assessment for purposes of this Declaration; and

9.1.3 Bring suit or action against the Owner on behalf of the Association and other Owners to enforce this Declaration or any other Governing Document.

Notice and opportunity to be heard is not available to Owners who have failed to pay an Assessment.

9.2 Enforcement Against Tenant.

9.2.1 If a tenant of an Owner violates the Governing Documents, in addition to exercising any of its powers against Owner, the Association may:

(a) Exercise directly against the tenant the powers described in this section;

(b) After giving notice to the tenant and the Owner and an opportunity to be heard, levy reasonable fines against the tenant and Owner for the violation; and

(c) Enforce any other rights against the tenant for the violation that the Owner as the landlord could lawfully have exercised under the lease or that the Association could lawfully have exercised directly against the Owner, or both; but the Association does not have the right to terminate a lease or evict a tenant. The rights referred to in this subsection may be exercised only if the tenant or Owner fails to cure the violation within 10 days after the Association notifies the tenant and Owner of that violation.

9.3 Default in Payment of Assessments: Enforcement of Lien. If an Assessment or other charge levied under this Declaration is not paid within 30 days of its due date, such Assessment or charge will become delinquent and bear interest from the due date at the rate of 12% per annum until paid in full. In such event the Association may exercise any or all of the following remedies:

9.3.1 The Association has a lien against each Lot for any Assessment levied against the Lot, which includes any fines, collection costs, attorney's fees or

other charges imposed under any Governing Document or by law against the Owner of the Lot at the time of the Assessment or charge is assessed.

9.3.2 The Association may bring an action to recover a money judgment for unpaid Assessments, fines, and charges under any Governing Document without foreclosing or waiving the lien described in section 9.3.1 above. Recovery on any such action, however, will operate to satisfy the lien, or the portion of the lien, for which recovery is made.

9.3.3 The Association grants this common interest community in trust to the property manager to secure the obligations of the Lot Owners to the Association for the payment of Assessments, with the power of sale, because the Lots are not used principally for agricultural purposes, where the power of sale is operative in the case of a default in the obligation to pay Assessments. The Association or its authorized representative may purchase the Lot at the foreclosure sale and acquire, hold, lease, mortgage, or convey the Lot. Upon an express waiver in the complaint of any right to a deficiency judgment in a judicial foreclosure action, the period of redemption is eight months.

9.3.4 The Association has all other remedies available to it by law or in equity.

- 9.4 Costs and Attorney's Fees. In the event the Association takes any action to enforce these covenants, with or without bring suit, or in the event the Association does bring suit or action to enforce any Governing Document or obligation under the law, or to collect any money due thereunder or to foreclose a lien, the Owner-defendant must pay to the Association all costs and expenses incurred by it in connection with such suit or action, including a litigation guaranty report issued by a title company doing business in Clark County, Washington, and the prevailing party in such suit or action is entitled to 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.
- 9.5 Non-exclusiveness and Accumulation of Remedies. An election by the Association to pursue any remedy provided for violation of this Declaration will not prevent concurrent or subsequent exercise of another remedy permitted hereunder. The remedies provided in this Declaration or any other Governing Document are not exclusive but are 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 or any other Governing Document by appropriate legal proceedings.

10. MISCELLANEOUS PROVISIONS

10.1 Amendments.

10.1.1 Pursuant to the exercise of any Special Declarant Right, or other right set forth in this Declaration or the Act, Declarant has the unilateral right to amend this Declaration without any other Owner approval, and any subsequent amendment thereto, at any time, by a written and recorded instrument signed by Declarant.

10.1.2 While Declarant has control of the Association, Declarant has the right to approve or disapprove any amendment approved by the Owners pursuant to this section. Subject to the rights of Declarant, this Declaration, or any provision of this Declaration, as from time to time in effect with respect to all or any part of the Property, may be amended by the vote or written consent of Owners representing not less than 75% of the Lots, based upon one vote for each such Lot. Evidence of the required vote obtained according to the procedures in the Bylaws needs to be in writing and kept with Association records but need not be part of the amendment, nor are Lot Owners required to sign the amendment. Any such amendment will become effective only upon recordation in the deed records of Clark County, Washington, of a certificate of the president or secretary of the Association setting forth in full the amendments so approved and certifying that the amendments have been approved in the manner required by this Declaration and the Act, and only if approved by Declarant while Declarant has control of the Association. In no event may non-Declarant amendments under this section create, limit or diminish Declarant's rights without Declarant's consent. An amendment may not have the effect of denying any Owner access to Owner's Lot unless such Owner has consented thereto.

10.1.3 Upon 30-day advance notice to Lot Owners, Declarant may, without a vote of the Lot Owners or approval by the Board, unilaterally adopt, execute, and record a corrective amendment or supplement to the Governing Documents to correct a mathematical mistake, an inconsistency, or a scrivener's error, or clarify an ambiguity in the Governing Documents with respect to an objectively verifiable fact including, without limitation, recalculating the undivided interest in the Common Elements, the liability for Common Elements, or the number of votes in the Association appertaining to a Lot, within 5 years after the recordation or adoption of the Governing Document containing or creating the mistake, inconsistency, error, or ambiguity. Any such amendment or supplement may not

materially reduce what the obligations of Declarant would have been if the mistake, inconsistency, error, or ambiguity had not occurred.

- 10.2 Termination. This Declaration and the Association may be terminated only by agreement of Lot Owners of Lots to which at least 80% of the votes in the Association are allocated. The provisions of the Act further govern termination.
- 10.3 Lessees and Other Invitees. Lessees, invitees, contractors, family members and other persons entering the Property under rights derived from an Owner must comply with all of the provisions of these covenants restricting or regulating the Owner's use, improvement or enjoyment of Owner's Lot and other areas within the Property. The Owner is responsible for obtaining such compliance and is 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.
- 10.4 Enforcement. The Association, or any Owner, has 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 or any other Governing Document of the Association. Failure by the Association or by any Owner to enforce any covenant or restriction contained in this Declaration or any other Governing Document will not be deemed a waiver of the right to do so thereafter.
- 10.5 Construction; Severability; Number; Captions. This Declaration must be liberally construed as an entire document to accomplish the purposes of this Declaration as stated in the introductory paragraphs. Nevertheless. Each provision of this Declaration is to be deemed independent and severable, and the invalidity or partial invalidity of any provision may not affect the validity or enforceability of the remaining part of that or any other provision. As used in this Declaration, the singular includes the plural and the plural the singular, and the masculine and neuter each include the masculine, feminine, and neuter, as the context requires. All captions used in this Declaration are intended solely for convenience of reference and may not limit any provision of this Declaration.
- 10.6 Notices and Other Documents. Any notice or other document permitted or required by this Declaration must be in a Tangible Medium and may be delivered either personally or by mail. Delivery by mail will be deemed made 24 hours after having been deposited in the United States mail, with postage prepaid, addressed as follows: If to Declarant, to Declarant's address stated below; if to an Owner, at the Lot address, or in a Record delivered to the Association given by the Owner; if to the Association, to the mailing address of the registered agent of the Association as filed with the Washington Secretary of State. The address of a party may be changed by the party at any time by notice in writing delivered to the Association as provided herein. The Bylaws may allow notice and voting by electronic means for matters governed by the Bylaws.

Declarant has executed this Declaration as of the date set forth below.

DECLARANT:
DGV Homes, LLC, a Washington limited liability company

Geoff Kane

By: Geoff Kane

Title: Manager

Date: _____

Address:

2114 Main St Suite 100 #337

Vernon, WA 98640

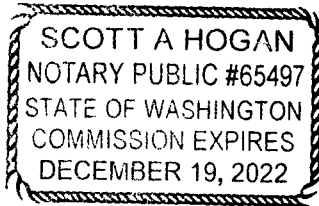
State of Washington)

) ss.

County of Clark)

On this 9th day of February, 2021^{28th}, before me personally appeared Geoff Kane, to me known to the Manager of DGV Homes, LLC that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said company, for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute said instrument.

Dated this 9th day of February, 2021^{28th}.



Scott A Hogan

Notary Public for Washington

Scott A Hogan

Printed or Stamped Name of Notary

Residing as: Vancouver

My Appointment Expires: 12-19-22



KLS Surveying Inc.

1224 Alder Street
Vernonia, OR 97064

Phone: (503) 429-6115
Fax: (866) 297-1402
Email: dwallace_ks@msn.com

Exhibit A KKWZ Estates

A tract of land in the Southeast quarter of Section 12, Township 2 North, Range 1 East of the Willamette Meridian, City of Vancouver, Clark County, Washington being more particularly described as follows:

- Beginning at the Southeast corner of Lot 1, Short Plat recorded in Book 1, Page 891, Clark County Records,
- thence South $89^{\circ}51'19''$ East along the North right of way line of NE 60th Street 298.16 feet;
- thence leaving said North right of way line North $1^{\circ}48'20''$ East 470.17 feet;
- thence North $89^{\circ}52'08''$ West 298.04 feet to the East line of Lot 2, Short Plat recorded in Book 1, Page 756, Clark County Records;
- thence South $1^{\circ}49'10''$ West along said East line 470.10 feet to the point of beginning.

•

Containing 3.22 acres more or less.

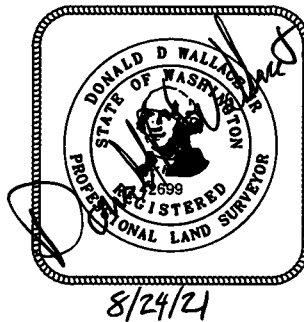


Exhibit B

KKWZ ESTATES

PRELIMINARILY APPROVED AS NE 60TH STREET SUBDIVISION BEING A PORTION OF THE HARTIGAN HOMESTEAD CLAIM LOCATED IN THE SE 1/4 OF THE SE 1/4 OF SECTION 12, T2N, R1E, W.M., CLARK COUNTY, WASHINGTON MARCH 19, 2022

NARRATIVE:

--THIS SURVEY WAS PERFORMED AT THE REQUEST OF GROFF KANE TO SUBDIVIDE THOSE TRACTS OF LAND DESCRIBED IN AUDITOR'S FILE NO. 5319138, 5320184 & 5320185, CLARK COUNTY DEED RECORDS.

--THE BASIS OF BEARINGS IS BETWEEN MONUMENT NUMBERS 2003 & 2021 PER SURVEY BOOK 33, PAGE 129.

--FOR CONTROL I HELD THE MONUMENTS AS NOTED IN THE MONUMENT NOTES.

--METHOD OF SURVEY: A FIELD TRAVERSE USING A FOCUS 35 (1 SECOND) TOTAL STATION. THIS SURVEY MEETS OR EXCEEDS THE ACCURACY AND PRECISION STANDARDS AS OUTLINED IN W.A.C. 332-130-0.

NE 60TH STREET --I HELD MONUMENT NUMBERS 2001 & 2003 FOR THE NORTHERLY RIGHT OF WAY LINE OF NE 60TH STREET.

WEST LINE --I HELD MONUMENT NUMBERS 2001, 2019 & 2020.

NORTH LINE --I HELD MONUMENT NUMBERS 2020 & 2021.

EAST LINE --I HELD MONUMENT NUMBERS 2003 & 2021.

PLAT NOTES:

A. ARCHAEOLOGICAL IF ANY CULTURAL RESOURCES AND/OR HUMAN REMAINS ARE DISCOVERED IN THE COURSE OF UNDERTAKING THE DEVELOPMENT ACTIVITY, THE DEPARTMENT OF ARCHAEOLOGY AND HISTORIC PRESERVATION IN OLYMPIA AND CLARK COUNTY COMMUNITY DEVELOPMENT SHALL BE NOTIFIED. FAILURE TO COMPLY WITH THESE STATE REQUIREMENTS MAY CONSTITUTE A CLASS C FELONY SUBJECT TO IMPRISONMENT AND/OR FINES.

B. SIDEWALKS: PRIOR TO ISSUANCE OF OCCUPANCY PERMITS, SIDEWALKS SHALL BE CONSTRUCTED ALONG ALL THE RESPECTIVE LOT FRONTAGES.

C. UTILITIES: AN EASEMENT IS HEREBY RESERVED UNDER AND UPON THE EXTERIOR SIX (6) FEET AT THE FRONT BOUNDARY LINES OF THE LOTS ADJACENT TO PUBLIC/PRIVATE ROADS AND SIX (6) FEET ADJACENT TO THE PRIVATE DRIVEWAY/UTILITY EASEMENTS FOR THE INSTALLATION, CONSTRUCTION, RENEWING, OPERATING AND MAINTAINING ELECTRIC, TELEPHONE, TV, CABLE, WATER, CITY OF VANCOUVER PUBLIC WATER AND SANITARY SEWER SERVICES. ALL LOTS CONTAINING PADMOUNT TRANSFORMERS ARE SUBJECT TO THE MINIMUM CLEARANCES AS DEFINED BY CLARK PUBLIC UTILITIES CONSTRUCTION STANDARDS AND CITY OF VANCOUVER PUBLIC WATER. ALSO, A SIDEWALK EASEMENT AS NECESSARY TO COMPLY WITH ADA SLOPE REQUIREMENTS, SHALL BE RESERVED UPON THE EXTERIOR SIX (6) FEET ALONG THE FRONT BOUNDARY LINES OF ALL LOTS AND TRACTS ADJACENT TO THE PUBLIC STREETS.

E. DRIVEWAYS: ALL RESIDENTIAL DRIVEWAY APPROACHES ENTERING PUBLIC ROADS ARE REQUIRED TO COMPLY WITH CCC 40.350.

F. SIGHT DISTANCE: THE LOT OWNERS IN THIS SUBDIVISION ARE RESPONSIBLE FOR LONG-TERM MAINTENANCE OF ROADSIDE VEGETATION ALONG NE 60TH STREET FRONTAGE FACILITATING BEST POSSIBLE SIGHT DISTANCE.

G. PRIVATELY OWNED STORM WATER FACILITIES: THE HOMEOWNERS ASSOCIATION OF KKWZ ESTATES SUBDIVISION IS RESPONSIBLE FOR THE LONG-TERM MAINTENANCE OF THE PRIVATELY OWNED STORM WATER FACILITIES PER THE STORMWATER MAINTENANCE COVENANT.

H. FIRE SPRINKLERS SHALL BE INSTALLED IN ALL DWELLINGS ON LOTS WITHIN THIS PLAT.

I. NO PORTION OF BUILDING EXTERIOR WALL FOOTINGS SHALL BE CLOSER THAN 10.00' TO THE INSIDE TOP FACE OF THE RETAINING WALL ON LOTS 7 - 10.

J. ROOF AND CRAWL SPACE DRAINS FOR EACH LOT SHALL BE INSTALLED PER APPROVED AS-BUILT CONSTRUCTION PLANS UNLESS A REVISED PLAN IS APPROVED BY THE COUNTY. THESE STORM WATER SYSTEMS SHALL BE OWNED AND MAINTAINED BY THE PROPERTY OWNER ON WHOSE LOT THE STORM WATER SYSTEM IS LOCATED.

K. PRIVATE ROADS: "CLARK COUNTY HAS NO RESPONSIBILITY TO IMPROVE OR MAINTAIN THE PRIVATE ROADS CONTAINED WITHIN OR PRIVATE ROADS PROVIDING ACCESS TO THE PROPERTY DESCRIBED IN THIS DEVELOPMENT. ANY PRIVATE ACCESS STREET SHALL REMAIN A PRIVATE STREET UNLESS IT IS UPGRADED TO A PUBLIC STREET STANDARDS AT THE EXPENSE OF THE DEVELOPER OR ABUTTING LOT OWNERS TO INCLUDE HARD SURFACE PAVING AND IS ACCEPTED BY THE COUNTY FOR PUBLIC OWNERSHIP AND MAINTENANCE."

L. IMPACT FEES: "IN ACCORDANCE WITH CCC 40.610, EXCEPT FOR THE TWO (2) LOTS DESIGNATED ON THIS PLAT AS WAIVED, IMPACT FEES FOR EACH DWELLING IN THIS SUBDIVISION SHALL BE ASSESSED FOR IMPACTS ON SCHOOLS, PARKS AND TRANSPORTATION FACILITIES BASED FOR THE FOLLOWING DISTRICTS: VANCOUVER SCHOOL DISTRICT (CIP), PARK DISTRICT 7 (PIF) AND ORCHARDS SUB-AREA (TIF). AS FOUND IN CCC40.610.040, IMPACT FEES ARE CALCULATED USING THE RATES IN EFFECT AT THE TIME OF BUILDING PERMIT ISSUANCE."

M. TRACT A IS A PRIVATE ROAD AND SHALL BE OWNED BY HOMEOWNERS ASSOCIATION OF KKWZ ESTATES SUBDIVISION AND MAINTAINED IN ACCORDANCE WITH THE PRIVATE ROAD AND STORMWATER FACILITY MAINTENANCE COVENANT. ALSO, AN INSPECTION EASEMENT IS GRANTED CLARK COUNTY.

N. TRACT B IS AN OPEN SPACE AND SHALL BE OWNED BY THE HOMEOWNERS ASSOCIATION OF KKWZ ESTATES SUBDIVISION AND MAINTAINED BY THE OWNER OF LOT 21.

O. IMPACT FEES FOR LOTS 10 & 11 SHALL BE WAIVED AT THE TIME OF BUILDING PERMIT APPLICATION.

DECLARANT DECLARATION:

THE UNDERSIGNED OWNER OR OWNERS OF THE INTEREST IN THE REAL ESTATE DESCRIBED HEREIN HEREBY DECLARE THIS MAP AND DEDICATE THE SAME FOR A COMMON INTEREST COMMUNITY NAMED HOMEOWNERS ASSOCIATION OF KKWZ ESTATES SUBDIVISION, A HOMEOWNERS ASSOCIATION, AS THAT TERM IS DEFINED IN THE WASHINGTON UNIFORM COMMON INTEREST OWNERSHIP ACT SOLELY TO MEET THE REQUIREMENTS OF THE WASHINGTON UNIFORM COMMON INTEREST OWNERSHIP ACT AND NOT FOR ANY PUBLIC PURPOSE. THIS MAP AND ANY PORTION THEREOF IS RESTRICTED BY LAW AND THE DECLARATION FOR KKWZ ESTATES, RECORDED UNDER CLARK COUNTY RECORDING NO. _____

STATE OF _____ COUNTY OF _____ BY: _____ PRINTED _____ SIGNED _____ TITLE _____ DATE _____

ACKNOWLEDGMENT:

STATE OF _____ COUNTY OF _____ BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR THE STATE OF WASHINGTON, DULY COMMISSIONED AND SWORN, PERSONALLY APPEARED _____ TO ME KNOW TO BE THE _____ OF THE ENTITY THAT EXECUTED THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED THE SAID INSTRUMENT TO BE THE FREE AND VOLUNTARY ACT AND DEED OF THE SAID ENTITY, FOR THE USES AND PURPOSES THEIRIN MENTIONED, AND ON OATH STATED THAT _____ IS/ARE AUTHORIZED TO EXECUTE THE SAID INSTRUMENT ON BEHALF OF THE SAID ENTITY. WITNESS MY HAND AND SEAL HERETO AFFIXED ON THIS _____ DAY OF _____, 20____. SIGNED _____ NOTARY PUBLIC IN AND FOR THE STATE OF _____ RESIDING IN _____ MY COMMISSION EXPIRES _____ PRINT NOTARY NAME _____

ACKNOWLEDGMENT:

STATE OF _____ COUNTY OF _____ BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR THE STATE OF WASHINGTON, DULY COMMISSIONED AND SWORN, PERSONALLY APPEARED _____ TO ME KNOW TO BE THE _____ OF THE ENTITY THAT EXECUTED THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED THE SAID INSTRUMENT TO BE THE FREE AND VOLUNTARY ACT AND DEED OF THE SAID ENTITY, FOR THE USES AND PURPOSES THEIRIN MENTIONED, AND ON OATH STATED THAT _____ IS/ARE AUTHORIZED TO EXECUTE THE SAID INSTRUMENT ON BEHALF OF THE SAID ENTITY. WITNESS MY HAND AND SEAL HERETO AFFIXED ON THIS _____ DAY OF _____, 20____. SIGNED _____ NOTARY PUBLIC IN AND FOR THE STATE OF _____ RESIDING IN _____ MY COMMISSION EXPIRES _____ PRINT NOTARY NAME _____

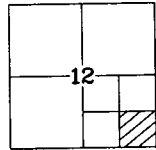
SURVEYOR'S CERTIFICATE

I HEREBY CERTIFY THAT THIS PLAT AS SHOWN IS A TRUE RETURN FROM THE FIELD AND THAT THE DELINEATION IS CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

_____, PLS #42899 DONALD D. WALLACE, JR. COUNTY ASSESSOR DATE

DEED REFERENCE:

GRANTOR: KKWZ, LLC GRANTEE: DGV HOMES, LLC AUDITORS FILE: 5828084 DATE: DECEMBER 1, 2020 GRANTOR: ANTHONY T. RODRIGUES GRANTEE: BRIAN WOLFE AUDITORS FILE: 5319134 DATE: AUGUST 28, 2016 GRANTOR: LINDA WOLFE GRANTEE: BRIAN WOLFE AUDITORS FILE: 5319135 DATE: AUGUST 28, 2016



SURVEY REFERENCES:

- 1 - SHORT PLAT BOOK 1, PAGE 758
2 - OVERBAY-READ SHORT PLAT, BOOK 1, PAGE 891
3 - OVERBAY-READ SHORT PLAT, BOOK 1, PAGE 946
4 - SURVEY BOOK 9, PAGE 114
5 - SURVEY BOOK 12, PAGE 32
6 - SURVEY BOOK 12, PAGE 36
7 - SURVEY BOOK 33, PAGE 129
8 - SURVEY BOOK 52, PAGE 152
9 - SURVEY BOOK 58, PAGE 155

SHEET INDEX:

- SHEET 1: ACKNOWLEDGMENT, DECLARATION, SIGNATURES, NOTES, REFERENCES, NARRATIVE & SURVEYOR'S CERTIFICATE
SHEET 2: MONUMENT NOTES & LOT LAYOUT
SHEET 3: EASEMENT DETAILS

CLARK COUNTY MANAGER:

APPROVED AND ACCEPTED BY THE COUNTY MANAGER, CLARK COUNTY, WASHINGTON, THIS _____ DAY OF _____, 20____

CLARK COUNTY MANAGER

CLARK COUNTY ENGINEER:

CLARK COUNTY ENGINEER

CLARK COUNTY PLANNING DIRECTOR:

APPROVED BY: _____ PLANNING DIRECTOR

AUDITOR'S CERTIFICATE:

FILED FOR RECORD THIS _____ DAY OF _____, 20____ AT _____ M. IN VOLUME _____ OF PLATS, PAGE _____ AT THE REQUEST OF K.L.S. SURVEYING INC. BY _____ COUNTY AUDITOR/DEPUTY

CLARK COUNTY ASSESSOR

THIS PLAT MEETS THE REQUIREMENTS OF R.C.W. 68.17.170 LAWS OF WASHINGTON, TO BE KNOWN AS KKWZ ESTATES.

PLAT NO. _____ IN THE COUNTY OF CLARK, STATE OF WASHINGTON.

_____, COUNTY ASSESSOR DATE

DATE SIGNED: _____

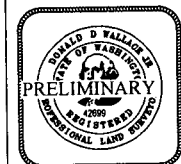
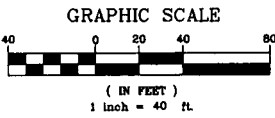


Table with 2 columns: Field and Value. SHEET 1 OF 3, PROJECT #: 18-235, DRAWN BY: SWM, FIELD CREW: SWM/JR/CAM, EQUIPMENT: FOCUS/RANGER



KKWZ ESTATES

PRELIMINARILY APPROVED AS NE 60TH STREET SUBDIVISION
BEING A PORTION OF THE HARTIGAN HOMESTEAD CLAIM
LOCATED IN THE SE 1/4 OF THE SE 1/4 OF SECTION 12,
T2N, R1E, W.M.,
CLARK COUNTY, WASHINGTON
MARCH 19, 2022

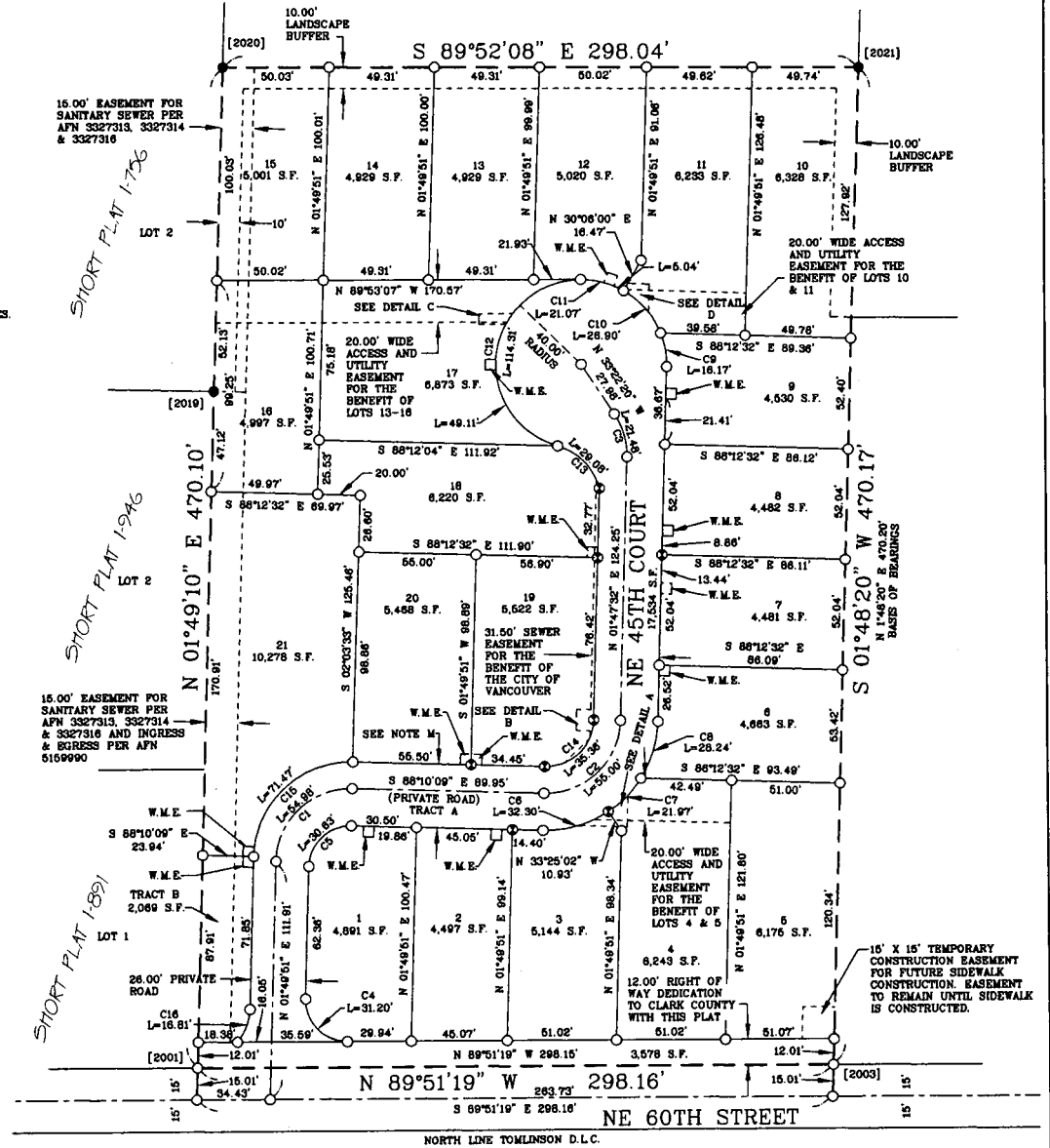


LEGEND:

- - FOUND MONUMENT AS NOTED IN THE MONUMENT NOTES.
- - SET 5/8" X 30" REBAR WITH AN ALUMINUM CAP MARKED "WALLACE PLS 42699"
- ⊙ - SET A 1" COPPER DISC MARKED "KLS PLS 42699"
- () - RECORD SURVEY DATA
- Y.P.C. - YELLOW PLASTIC CAP
- P.U.E. - PUBLIC UTILITY EASEMENT
- S.F. - SQUARE FEET
- H.O.A. - CELLO ESTATES HOME OWNERS ASSOCIATION, UBI NUMBER 804 429 160
- W.M.E. - 5' X 5' TYPICAL WATER METER EASEMENT TO BE CENTERED ON THE WATER METER TO BENEFIT THE CITY OF VANCOUVER

MONUMENT NOTES:

- [2001] FOUND A 1/2" IRON ROD WITH A Y.P.C. MARKED "LAWSON 11869" PER SURVEY BOOK 52, PAGE 152, (HELD). VISITED ON 6/9/2021. DESTROYED DURING CONSTRUCTION. RESET AS SHOWN
- [2003] FOUND A 1/2" IRON ROD WITH A Y.P.C. MARKED "LAWSON 11869" PER SURVEY BOOK 52, PAGE 152, (HELD). VISITED ON 6/9/2021. DESTROYED DURING CONSTRUCTION. RESET AS SHOWN
- [2019] FOUND A 5/8" IRON ROD WITH AN ILLEGIBLE Y.P.C. PER SURVEY BOOK 1, PAGE 756, (HELD FOR THE WEST LINE). VISITED ON 6/9/2021
- [2020] FOUND A 1/2" IRON ROD WITH A Y.P.C. MARKED "LAWSON 11869" PER SURVEY BOOK 52, PAGE 152, (HELD). VISITED ON 6/9/2021
- [2021] FOUND A 5/8" IRON ROD WITH A Y.P.C. MARKED "PLS 13935" PER SURVEY BOOK 33, PAGE 129, (HELD). VISITED ON 6/9/2021



PUBLIC EASEMENT TO THE CITY OF VANCOUVER

THE EASEMENTS SHOWN AND CALLED OUT RELATED TO CITY OF VANCOUVER WATER AND SEWER UTILITIES ARE GRANTED FOR THE FOLLOWING PURPOSE: CONSTRUCTING, INSTALLING, RECONSTRUCTING, ENLARGING, EXTENDING, REPAIRING, OPERATING, AND MAINTAINING OF ALL PIPE LINES AND APPURTENANCES, AND PROVIDING NEW SERVICE TO USERS OF SUCH SERVICE AS AUTHORIZED AND PERMITTED BY THE CITY OF VANCOUVER. THE CITY OF VANCOUVER, GRANTEE HEREIN, AND ITS AGENTS AND CONTRACTORS WILL HAVE THE RIGHT TO ENTER UPON THE PREMISES FOR SUCH PURPOSES. THE GRANTOR (S), ITS EXECUTORS, AGENTS, ASSIGNS AND SUCCESSORS IN INTEREST AGREE AND COVENANT TO OBTAIN WRITTEN CONSENT FROM THE CITY OF VANCOUVER PRIOR TO ALLOWING THE CONSTRUCTION OF ANY IMPROVEMENTS, OR PRIOR TO PLANTING TREES OR OTHER TYPES OF VEGETATION, UPON THE PERMANENT EASEMENT AREA DESCRIBED AND SHOWN HEREIN.

S.F. = 17,534

CURVE	DELTA	LENGTH	RADIUS	BEARING	CHORD
C1	90°00'00"	54.98'	35.00'	S 48°49'51" W	49.50'
C2	90°02'18"	55.00'	35.00'	N 48°48'41" E	49.51'
C3	35°09'52"	21.48'	35.00'	N 15°47'24" W	21.15'
C4	81°41'10"	31.20'	19.50'	S 44°00'44" E	27.98'
C5	90°00'00"	30.63'	19.50'	S 48°49'51" W	27.58'
C6	35°14'53"	32.30'	52.50'	N 74°12'24" E	31.79'
C7	23°58'28"	21.97'	52.50'	N 44°39'44" E	31.81'
C8	30°49'01"	28.24'	52.50'	N 17°11'59" E	27.90'
C9	53°02'23"	16.17'	40.00'	N 09°47'09" W	16.08'
C10	39°32'10"	28.90'	40.00'	N 40°37'55" W	28.40'
C11	30°10'44"	21.07'	40.00'	N 74°09'23" W	20.83'
C12	163°44'30"	114.31'	40.00'	S 08°02'59" W	79.20'
C13	98°29'47"	29.08'	28.00'	N 44°04'22" W	27.78'
C14	90°02'17"	35.38'	23.50'	N 48°48'42" E	31.83'
C15	90°00'00"	71.47'	45.50'	S 48°49'51" W	64.35'
C16	39°19'05"	16.81'	24.50'	N 21°29'23" E	18.48'

DATE SIGNED: _____

SHEET 2 OF 3

PROJECT #: 16-235

DRAWN BY: SWM

FIELD CREW: SWM/JR/CAM

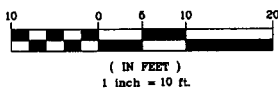
EQUIPMENT: FOCUS/RANGER

K.L.S. SURVEYING INC.
1224 ALDER STREET
VERNONIA, OR 97064
(503)429-6115

PRELIMINARILY APPROVED AS NE 60TH STREET SUBDIVISION
 BEING A PORTION OF THE HARTIGAN HOMESTEAD CLAIM
 LOCATED IN THE SE 1/4 OF THE SE 1/4 OF SECTION 12,
 T2N, R1E, W.M.,
 CLARK COUNTY, WASHINGTON
 MARCH 19, 2022



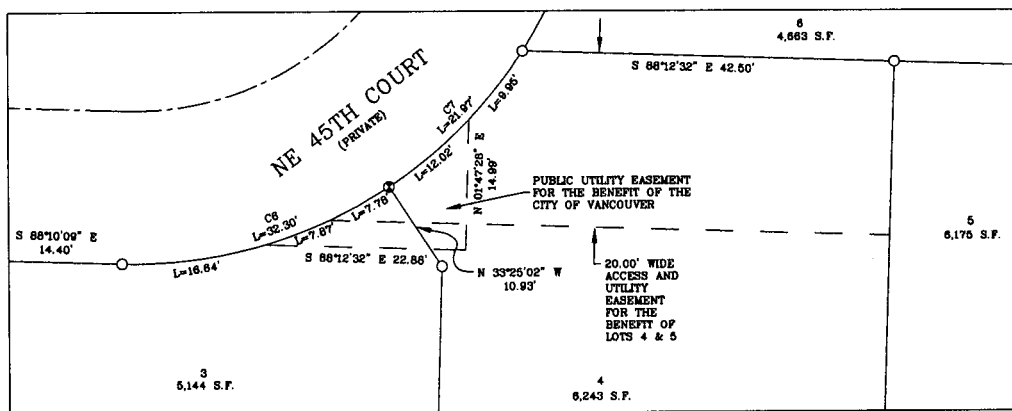
GRAPHIC SCALE



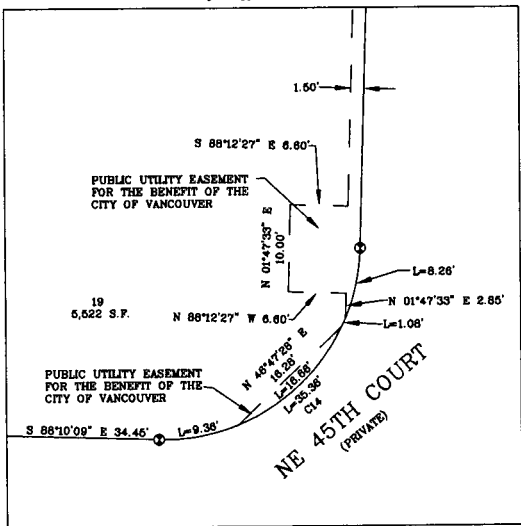
LEGEND:

- = FOUND MONUMENT AS NOTED IN THE MONUMENT NOTES.
- = SET 5/8" X 30" REBAR WITH AN ALUMINUM CAP MARKED "WALLACE PLS 42899"
- ⊙ = SET A 1" COPPER DISC MARKED "KLS PLS 42899"
- () = RECORD SURVEY DATA
- Y.P.C. = YELLOW PLASTIC CAP
- P.U.E. = PUBLIC UTILITY EASEMENT
- S.F. = SQUARE FEET
- H.O.A. = CELLO ESTATES HOME OWNERS ASSOCIATION, UBI NUMBER 604 429 150
- W.M.E. = 5'X5' TYPICAL WATER METER EASEMENT TO BE CENTERED ON THE WATER METER TO BENEFIT THE CITY OF VANCOUVER

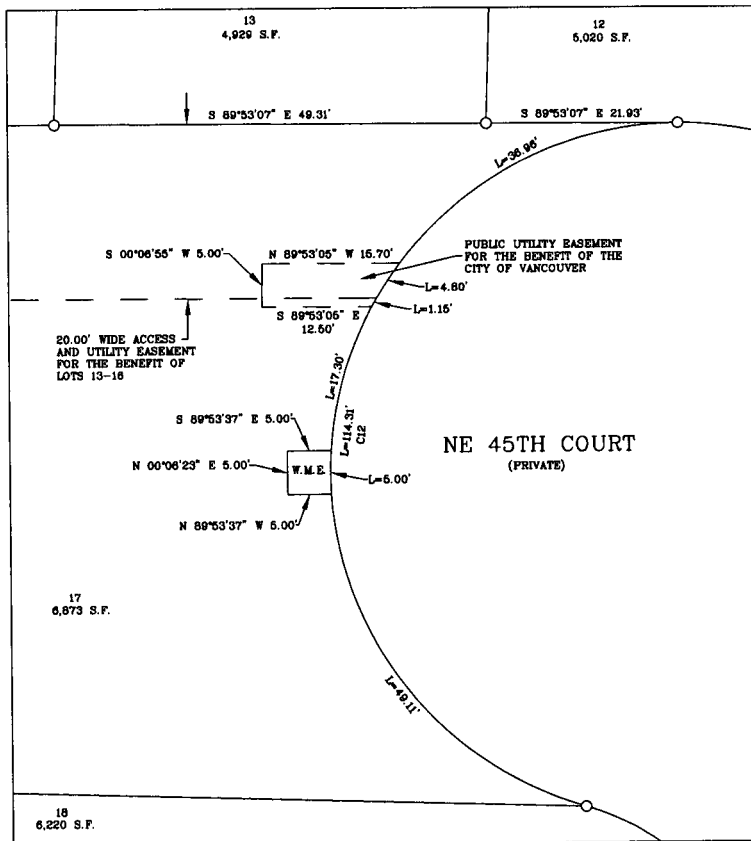
DETAIL A
1" = 10'



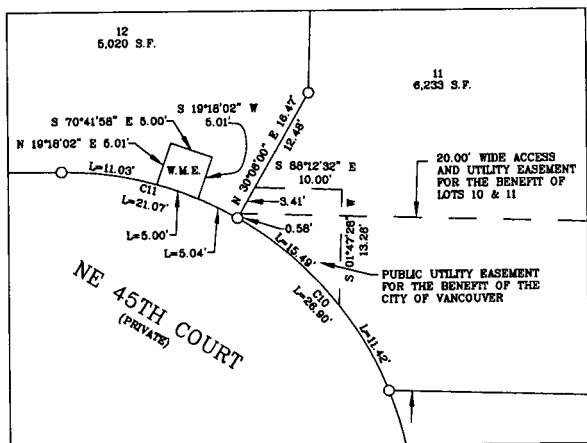
DETAIL B
1" = 10'



DETAIL C
1" = 10'



DETAIL D
1" = 10'



DATE SIGNED: _____



SHEET 3 OF 3
 PROJECT #: 16-236
 DRAWN BY: SWM
 FIELD CREW: SWM/JR/CAM
 EQUIPMENT: FOCUS/RANGER

