

**HIGH VALLEY COUNTRY CLUB
PARKS 1—11
663 Cannon Road
P O Box 427
Packwood WA 98361**

**DECLARATION of PROTECTIVE COVENANTS,
CONDITIONS, AND RESTRICTIONS**

The following covenants have been adopted by the general membership of High Valley Park by approval of Resolution 2, dated May 26, 1991, with amendments approved May 19, 1997, May 20, 2004, and November 2005.

Declaration of Intent:

There is hereby established a general plan for the development, improvement, maintenance, and protection of the real property within that certain development known as High Valley Parks 1—11 per the plat recorded in the Lewis County Auditor's Office and any amendments thereto.

All the lots within High Valley Park shall be held, sold, and conveyed subject to the following restrictions, covenants, and conditions, all of which are for the purpose of enhancing and protecting the value, desirability, and attractiveness of the property. These covenants, restrictions, and conditions shall run with the property except as otherwise stated herein, and shall be binding on all parties having or acquiring any right, title, or interest in the property, or any part thereof, and shall inure to the benefit of each lot owner thereof.

ARTICLE I

Definitions

Section 1. "Lot" shall mean any numbered plot of land shown upon any recorded subdivision map of the property.

Section 2. "Owner" shall mean the one or more persons or entities holding legal title to a lot, or in the event any lot is sold under real estate installment sales contract or note and deed of trust, the vendee or vendees under said contract; provided, however, that the term "Owner" shall not include those holding legal title merely as security for the performance of an obligation.

ARTICLE II

Property Committee

There is hereby created a Property Committee composed of eleven (11) individuals (one member from each subdivision) elected at the annual meeting of the membership of High Valley Park. A majority of the committee may designate a representative to act for it. In the event of death or resignation of any member of the committee, the remaining members shall have the full authority to designate a successor. Neither the members of the committee nor its designated representatives shall be entitled to any compensation for services performed pursuant to this covenant. At any time, the then record owners of a majority of the lots shall have the power through a duly-recorded written instrument to change the membership of the committee or to withdraw from the committee or restore it to any of its powers and duties.

It shall be the duty of the Property Committee to oversee the enforcement of these covenants. Any person aggrieved by the enforcement of these covenants shall have a right to request a hearing before the Property Committee within fifteen (15) days of receiving notice of a violation of the covenants. A hearing shall be held by the committee within twenty (20) days of the receipt of a request for a hearing.

ARTICLE III

Permitted and Prohibited Uses

Section 1. Except as otherwise provided herein, each lot shall be used solely and exclusively for one private single family residence with garages and accessory structures. Additionally, only one (1) recreational vehicle, e.g., trailer/pickup camper/motor home, may be stored in plain view on each lot. No lot shall be subdivided but will be maintained in dimension to conform with the original plat filed with the Lewis County Auditor

No walls of any building shall be closer to the front line of any lot fifty-five (55) feet from the center of any roadway, and no wall of any building shall be closer than five (5) feet to any side or rear lot line or closer than fifteen (15) feet to any lot line, rear or side lines to the golf course.

Section 2. No lot shall be used for commercial or business purposes unless the use fits within one of the exceptions listed at the end of this section.

Prohibited business uses include (a) keeping, breeding, or raising livestock, poultry, or animals other than house pets, and (b) storage of appliances, car hulks or bodies, or other debris.

Exceptions. Non-prohibited business uses include the following:

- a) Rental of real property and/or residential dwellings;
- b) Yard sales held for not longer than three consecutive days per year;
- c) Cottage Industries which meet the following strict criteria:
 - (i) small scale family business carried on at home;
 - (ii) no retail or wholesale sales from home;
 - (iii) no significant increases in traffic volumes through High Valley caused by the business;
 - (iv) the physical address of the business may not be used in advertising;
 - (v) no signing or advertising of the business allowed in High Valley, including owner's
 - (vi) the business must be operated in conformity with the residential nature and appearance of High Valley Park;
 - (vii) the business must not have a negative impact on the appearance of High Valley or the property on which it takes place.

Section 3. Camping (in tents, pickup campers, trailers, and/or motor homes) on each lot is only permissible on a temporary basis unless approval has been granted by the Board of Trustees. Temporary basis is defined to mean a period of fourteen (14) days or less during any thirty (30) day period. Sewage disposal systems must meet Lewis County Department of Health minimum specifications. On any lot without a septic system, campers must provide facilities for waste disposal in accordance with county health requirements. Failure to meet county health requirements may result in termination of water service as outlined in Article IV, Section 1.

Enforcement. No lot shall be used or maintained as a dumping ground for rubbish, trash, garbage, or other waste and the same shall not be kept except in sanitary containers.

Section 4. The work of construction of all buildings and structures shall be prosecuted diligently and continuously from commencement until the structures are fully completed and painted. All structures shall be completed as to external appearance, including finish painting, within twelve (12) months from the date of commencement of the construction.

All new construction shall comply with all state and local building codes.

Section 5. All lots, whether improved or not, shall be maintained in clean fashion. No property shall be used for the storage of appliances, car hulks or bodies, or other debris.

Owners shall control and cause to be removed any noxious weeds including but not limited to tansy ragwort, scotch broom, thistle, and nettle.

Section 6. The age of any mobile home brought onto any lot in High Valley must not exceed five (5) years unless permission has been granted in writing by the High Valley Park Board of Trustees, and no mobile home may be brought onto any High Valley Park lot without a permit from the county.

Section 7. No noxious or offensive activity shall be carried on upon any portion of the property. No animals, livestock, or poultry of any kind, other than house pets shall be kept or maintained on any lot. Nor shall anything else be done or maintained thereon which may be or become an annoyance to owners of lots or detract from the value of the lots within the property.

Section 8. If any owner, renter, or user of any property in High Valley Park taps into water or electricity of any other lot owner without the written permission of that lot owner, he will be subject to legal action by the other party.

ARTICLE IV

General Provisions

Section 1. Enforcement. Any lot owner or the Property Committee shall have the right to enforce by any proceedings at law or in equity, all restrictions, conditions, covenants, and charges now or hereafter imposed by the provision of this Declaration. Any lot owner notified of a violation of these covenants shall have fifteen (15) days to correct the violation or request a hearing before the Property Committee. After fifteen (15) days, if no hearing has been requested and the violation is not corrected, the committee may turn off the water to said lot. If a lot owner's water is turned off, before the water service will be restored, the violation shall be

corrected, all dues and assessments shall be current and the lot owner shall pay a \$75.00 turn on fee. If a violation continues for a period of sixty (60) days after the proper notice has been sent to the lot owner, the Property Committee may hire the violation corrected and the expense of the same may be reduced to a lien and filed against the lot with the Lewis County Auditor's Office. All notices required hereunder shall be deemed given when sent to the lot owner's last known address by both regular and certified mail.

Section 2. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall not affect 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 owner of any lot subject to this Declaration, their legal representatives, heirs, successors, and assigns, for a term of twenty (20) years from the date this Declaration is 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 or cancelled at any time by a resolution passed by the majority of the voting lot owners in High Valley Park. Resolutions to amend the Covenants will require the use of mail-in ballots providing the opportunity to vote to all High Valley property owners. Each owner of a lot shall be entitled to one (1) vote.

EXECUTED on the day and year last written above,

President, Board of Trustees

Attest:

Secretary