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Document Title(s) <i>Amended Dec of Easements, Covenants & Restrictions</i>
Grantor(s) <i>Carbon River Heights Assn. Erickson Kurt</i> ____ Additional Names on Page ____ of Document
Grantee(s) <i>Carbon River Heights Assn</i> ____ Additional Names on Page ____ of Document
Legal Description (Abbreviated: i.e., lot, block & subdivision name or number OR section/township/range and quarter/quarter section)
Complete Legal Description on Page ____ of Document
Auditor's Reference Number(s) <i>200709140610</i>
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DECLARATION OF EASEMENTS,
COVENANTS AND RESTRICTIONS
CARBON RIVER HEIGHTS ASSOCIATION

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**DECLARATION OF EASEMENTS, COVENANTS AND RESTRICTIONS
CARBON RIVER HEIGHTS ASSOCIATION**

This Declaration of Easements, Covenants and Restrictions for Carbon River Heights Association is made this **9th day** of June, 2012, by Carbon River Heights LLC, a limited liability company Kurt Erickson ("Declarant"); Now Carbon River Heights Association.

WITNESSETH

WHEREAS, Declarant is the owner of the real property legally described on Exhibit "A" of this Declaration;

WHEREAS, Declarant desires to establish easements and impose certain covenants upon the Property for the mutual benefit of all Owners, present and future;

NOW, THEREFORE, Declarant hereby declares that the Property, including the improvements constructed or to be constructed thereon, is hereby subjected to the provisions of this Declaration and shall be held, sold, transferred, conveyed, used, occupied, and mortgaged or otherwise encumbered subject to the covenants, conditions, restrictions, easements, assessments, and liens, hereinafter set forth, which are for the purpose of protecting the value and desirability of: and which shall run with the title to, the Property hereby or hereafter made subject hereto, and shall be binding on all Persons having any right, title, or interest in all or any portion of the Property now or hereafter made subject hereto, their respective heirs, legal representatives, successors, successors-in-title, and assigns and shall inure to the benefit of each and every Owner of all or any portion thereof. Declarant has terminated the Developmental Period and has now created the Carbon River Heights Association.

Article 1 DEFINITIONS

The following words, when used in this Declaration (unless the context shall prohibit), shall have the following meanings:

1. "Association" shall mean Carbon River Heights Association, a Washington nonprofit, miscellaneous and mutual corporation, its successors and assigns.
2. "Board of Directors" or "Board" of the Association shall be the appointed or elected body, as applicable, having its normal meaning under Washington law.
3. "Declarant" shall mean and refer to Carbon River Heights, LLC, a Washington limited liability company, and its successors-in-title and assigns.
4. "Declaration" shall mean this Declaration of Easements Covenants and Restrictions for the Property, as it may from time to time be amended.
5. "Lot" shall mean any plot of land within the Property which has been legally created, whether or not improvements are constructed thereon. The ownership of each Lot shall include, and there shall pass with each Lot as an appurtenance thereto, whether or not, separately described, all of the right, title and interest of an Owner, which shall include, without

limitation, membership in the Association.

6. "Mortgage" shall mean an interest in any Lot created by a written instrument providing security for the performance by an Owner for the performance of a duty of the payment of a debt.

7. "Mortgagee" shall mean the holder of a Mortgage.

8. "Occupant" shall mean any Person occupying all or any portion of a residence or other property located within the Property for any period of time, regardless of whether such Person is a tenant of the Owner of such property.

9. "Owner" shall mean and refer to the record owner, whether one or more Persons, of the fee simple title to any Lot located within the Property, excluding, however, any Person holding such interest merely as security for the performance or satisfaction of any obligation.

10. "Person" means any natural person, as well as a corporation, joint venture, partnership (general or limited), association, trust, or other legal entity.

11. "Primary Road" shall mean the real and personal property, together with the facilities and improvements located thereon and there under, now or hereafter placed on, in and under the Property delineated on Exhibit B and described in Exhibit C.

12. "Property" shall mean, and refer to that certain real property and interests therein described in Exhibit A, attached hereto.

13. "Total Association Vote" means all of the votes attributable to members of the Association.

Article 2 THE PROPERTY

2.1 The Property. The real property to be subjected to this Declaration is legally described on Exhibit "A" (the "Property") the Property consists of thirty-three {33} separate parcels, referred to herein as lots".

2.2 Addition of Other Property. Carbon River Heights Association may at any time during the pendency of this Declaration add all or a portion of any real property adjacent to the Property, and upon recording of an amendment of addition of real property containing at least the provisions set forth in Section 2.3 below, the provisions of this Declaration shall apply to the added real property in the same manner as if it were originally covered by this Declaration. Thereafter, to the extent that this Declaration is made applicable thereto, the rights, powers, and responsibilities of Carbon River Heights Association and the Owners of Lots within the added real property shall be the same as in the case of the Property described in Section 2.1. Any addition to the property must be approved by 2/3 majority of the members.

2.3 Amendment of Addition to Property. The amendment of addition of real property referred to in Section 2.2 above shall contain at least the following provisions:

A. A reference to this Declaration stating the date of recording and the recording number under which it is recorded;

B. A statement that the provisions of this Declaration shall apply to such added real property; and

- C. A legal description of such added real property.

Article3 PURPOSE

3.1 Purpose. The purposes and considerations for subjecting the Property to these easements, covenants, and restrictions are:

- A. To provide access to the Lots for the purposes of ingress, egress, drainage and utilities so as to promote the improvement and development of the Property;
- B. To establish an Association for the purpose of the construction, installation, and maintenance of the Primary Road and Common Property Easements;
- C. To promote the orderly use and enjoyment of the Property;
- D. To preserve the "forest experience" on the Property, so that the use of the Property by the Owners will respect the forested nature of the development, and allow Owners to have the sense that they live in a rural wooded area.

Article4 EASEMENTS

4.1 Primary Road Easement. Carbon River Heights Association hereby declares, creates, establishes, grants and conveys to the Association and the Lot Owners a nonexclusive road easement for ingress, egress, utilities, drainage, and any other items the Association considers beneficial to the community over, under, across and along the roadways as delineated on Exhibit "B", the Association and such additional road easements as may be granted by the Owner or Owners of a Lot or Lots or the Association (the "Primary Road"). The Primary Road shall be sixty (60) feet in width, 30' on each side of centerline of the roadway corridor as legally described in Exhibit "C", as shown on survey recorded under Auditor's File No. 2007062614467 and on survey recorded under Auditor's File No. 200706265015, in records of Pierce County, Washington and shall be appurtenant and beneficial to each of the Lots. There is reserved to the Association a right to relocate the Primary Road in paragraph 10.1 herein with a simple majority of the members.

If any member has two or more consecutive adjoining lots with the primary road ending on that member's property, the member will give the board a written description and pictures of the intended gate and with board approval may place the gate across the primary road easement. Unless you meet the above conditions no gates will be allowed across the primary road easement.

4.2 Use of Primary Road Easement The Primary Road easement shall be used for the purpose of constructing, installing, maintaining, repairing, replacing and improving the Primary Road, the drainage system, utilities and related equipment and services, including, without limitation, telephone, electric, cable television, gas, water and sewer lines installed therewith. The access to the Primary Road from the public road that abuts the Property shall be gated and the gate shall remain closed, and subject to restricted access at all times. The gate shall be owned and maintained by the Association.

4.3 Dedication of Roads.

A. The Association may at any time during the pendency of this Declaration dedicate the Primary Road or any portion thereof to the governing municipality or county for

public use, or to accomplish the conversion of the Primary Road, or any portion thereof; to a public road. Provided, however, that none of the cost of improving the Primary Road as a condition of dedicating or converting it shall be borne by the Association or its members.

B. The Association may at any time during the pendency of this Declaration dedicate the Primary Road or any portion thereof; to the governing municipality or county for public use; or to accomplish the conversion of the Primary Road, or any portion thereof, to a public road.

If none of the cost of improving the Primary Road as a condition of dedicating or converting it is to be borne by the Association or its members, the Board may take that action without a member vote.

If any of the cost of improving the Primary Road as a condition of dedicating or converting it is to be borne by the Association or its members, the Board shall not take action without first having a 2/3 majority vote of the members.

4.4 Easements for Utilities. There is hereby reserved to the Association blanket easements upon, across, above and under the Property for access, ingress, egress, installation, repairing, replacing, and maintaining all utilities serving the Property or any portion thereof including. But not limited to, gas, water, sanitary sewer, telephone and electricity, as well as storm drainage, drain fields, irrigation and any other service which the Association might decide to have installed to serve the Property. It shall be expressly permissible for the Association to install, repair, and maintaining of such wires, conduits, cables and other equipment related to the providing of such utility or service. Should any party furnishing any such utility or service requests a specific license or easement by separate recordable document.

4.5 Community Property Easements.

A. Entry Features Easement. Association hereby declares, creates, establishes, grants and conveys to the Lot owners a non-exclusive easement for the use of the community property, for general community features including, but not limited to, gates, fences, signage, mailboxes and trash collection as delineated on Exhibit D, in common with, the owner or owners of a Lot or the Association. The easement shall be appurtenant and beneficial to each of the Lot owners.

Article 5 MAINTENANCE

5.1 Maintenance of Primary Road Easement. Every Lot in the Property shall be subject to an assessment for the maintenance, repair and replacement of the Primary Road, including the gated entrance. Maintenance of the Primary Road, shall include, but not be limited to the following:

A. Maintaining, repairing or replacing the asphalt surface of the Primary Road so that it remains in a level, smooth, and evenly covered condition.

B. Maintaining the Primary Road corridor but not limited to, roadside spraying, pruning, tree removal, shrub removal, and reshaping roadside drainage ditches;

C. Removing all paper debris, and refuse to the extent necessary to keep the Primary Road, in a clean, orderly and open condition;

D. Replacing and keeping in repair any improvements constructed within the Primary Road, Easements for the benefit of the Association which are approved by the Board

of Directors or required by any governing municipality;

E. Removal of snow and ice;

F. Payment of all costs for materials, supplies, and equipment necessary to maintain, service, repair, and operate the Primary Road, including, but not limited to, engineering fees, surveyors' fees, contractors' fees, and any other fees.

G. Maintaining, repairing, and replacing the utility and drainage system existing in the Primary Road, including without limitation all roadside ditches and related culverts;

H. Payment of premiums for a policy or policies of insurance against liability coincidental to the use and maintenance of the Primary Road

I. Payment of the costs of administration and attorneys' fees incurred in connection with the Primary Road.

5.2 Maintenance Fund. A fund shall be established, held, administered and used by the Association for the maintenance of the Primary Road and Community Property, related drainage, utility facilities and administrative needs. Such fund shall *be* known as the Carbon River Heights Association Maintenance Fund (the "Maintenance Fund"). The Maintenance Fund shall be owned jointly by all of the Lot Owners, shall be administered by the Association, and shall be used only for the purposes stated in this document, and shall not be subject to partition by any individual Lot Owner. The association may create a reserve fund with a simple majority vote of members.

Article 6 ASSESSMENTS

6.1 Agreement to Pay Assessments. Each Owner, by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, covenants and agrees to pay to the Association the assessments described herein. Subject to the provision of Paragraph 6.7 assessments shall be on a pro rata or equal basis.

6.2 Assessments. An initial payment of **Two Hundred dollars (\$200.00)** shall be paid at conveyance by the first purchaser of each Lot in the Property to the Maintenance Fund and then \$50.00 per month paid quarterly, or such other assessment amount that has been set by the Association, for the remainder of the calendar year. Thereafter, and pursuant to Article 8, Paragraph 8.14 Annual Meeting, the Board of Directors shall determine the cost of maintenance for a calendar year and shall notify each Lot Owner of the assessment prior to January 1 of each calendar year. On or before the fifteenth (15th) day of January of each calendar year and by the 15th day of each quarter thereafter, each Lot Owner shall pay 1/4 of its assessment (the "Annual Assessment").

6.3 Special Assessments. The Board may levy special assessments from time to time if approved at a meeting by simple majority of the Total Association Vote. Special assessments shall be paid as determined by the Board

6.4 Date of Commencement of Assessments. The assessments provided for herein shall commence as to a Lot subject to this Declaration on the first day of the month following the conveyance of such Lot to a Person. Assessments shall be due and payable in a manner and on a schedule as the Board may provide. The first annual assessment shall be adjusted according to the number of months then remaining in that fiscal year.

6.5 Lien Rights. The Annual Assessment or special assessment, together with interest and costs, including without limitation reasonable attorneys' fees, shall be a lien against the Lot to which such assessment is made. If any Annual Assessment or special assessment is not paid within thirty (30) days after its due date, such assessment shall bear interest at the maximum rate permitted by law from the due date until paid. The Association or its agents, shall have the right and power to bring all actions against any Lot Owner for collection of such Annual Assessment or special assessment as a debt, and shall have the right to enforce the lien rights of the Association, including foreclosure, by an action brought in the name of the Association in like manner as the foreclosure of a lien on real property. The liens provided for in this subsection shall be in favor of the Association and shall be for the benefit of the Association. The Association shall have the power to bid in its interest at a foreclosure sale and to acquire and hold, lease, mortgage and convey the same: In the event of legal action to enforce or collect any assessment, the prevailing party shall be entitled to recover court costs, reasonable attorneys' fees, and any other expenses of litigation.

6.6 Extraordinary Use and Cost. Due to the extraordinary use on the Primary Road due to heavy truck traffic during logging, land clearing, and homebuilding construction activities, all Owners are required to notify the Board, in writing, of what activity they wish to commence to the Board prior to commencing such activity. Lot owner will submit a minimum of 5 pictures to the board of the roadway before and after the activity. If any damage has occurred the roadway will be fixed at lot owner's expense; if unpaid, the obligation shall become a lien on such Owner's Lot, which may be foreclosed by the Association as provided in Paragraph 6.5.

6.7 Reduced Assessments. Notwithstanding the foregoing, any Lot owner ("Exempt Lot Owner") who establishes to the satisfaction of the full Board of Directors that access to the Lot is provided by legal access, other than an independent of the Primary Road, shall be specifically exempt from the payment of any assessment or portion thereof levied for maintenance or repairs on the Primary Road. The Exempt Lot Owner will remain liable for any and all other assessments as determined by the Association. In the event any exempt Lot Owner accesses his or her Lot by use of the Primary Road, such owner shall be subject to the assessments for maintenance or repairs on the Primary Road levied by the Association, which shall be applied retroactively.

Article 7

USE RESTRICTIONS AND RULES

7.1 General. This Article, beginning at paragraph 7.2, sets out certain use restrictions which must be complied with by all Owners and Occupants. These use restrictions may only be amended in the manner provided in Paragraph 10.2, hereof regarding amendment of this Declaration.

7.2 Use. The Primary Road shall be used in a manner consistent with paragraph 4.2 and applicable County codes.

7.3

SIGNS AND FLAGS: The Association recognizes the need of the Owner or Occupant on a lot to erect reasonable and appropriate signs and flags regarding the status of their lot. This necessity is restricted to the following, but an exception may be obtained through the board:

a. Signs and flags advertising the sale or rent of the lot, or required by legal proceedings, will be limited to one (1) at the entry or front of the lot and a size of six (6) square feet or less, mounted to the standard, recognized L-shaped wooden structure used in the advertising of the sale of property.

b. Signs and flags recognized for security purposes may be erected at the entrance and exit.

of the lot, and any area within that lot where the lot owner has determined trespass activity is occurring or highly possible. These signs will be a size of six (6) square feet or less.

c. Signs and flags used to advertise a building contractor during the construction process as defined in Article 7, paragraph 7.22(a)1, and in accordance with the construction process, will be limited to one (1) at the entry of the lot and be a size of six (6) square feet or less. Builders may place these same signs with directional arrows, limited to one, at intersections within the development to assist vendors in locating and delivering building material to the appropriate lot. The signs located at intersections may be affixed to the wooden portion of the stop signs or street name signs located at these intersections, or posted closely to their base using 2x2 wooden stakes. All of the aforementioned signs may only be used during the construction process and all must be removed fifteen (15) days after completion of the construction process. The person posting these items will ensure all items are collected and have not fallen or blown down, littering neighboring lots.

d. All other signs and flags shall be erected no closer than sixty (60) feet from the primary road easement and twenty-five (25) feet from the property line with an adjacent property. Furthermore, they shall not be posted or flown higher than forty (40) feet in height. These signs and flags shall be at a reasonable and appropriate size, not to be easily read or identified from the aforementioned distances.

e. Signs and flags advertising the location of a special event, such as a birthday, wedding, etc., will be limited to one (1) at the entry or front of the lot and a size of six (6) square feet or less, with directional signs located as described in section c of this paragraph. Balloons may also be used at these locations, all of the aforementioned signs and flags, to include balloons, may only be posted the day of the event and must be removed the day after the completion of the event. The person posting these items will ensure all items are collected and have not fallen or blown down, littering neighboring lots.

7.4 Parking. Vehicles shall not park on the Road. Any vehicle parking in these areas shall be considered a nuisance and may be removed. All parking shall be subject to such rules and regulations as the Board may adopt.

7.5 Occupants Bound. All provisions of the Declaration which govern the conduct of Owners and which provide for sanctions against Owners shall also apply to all Occupants even though Occupants are not specifically mentioned. Fines may be levied against Owners or Occupants. If a fine is first levied against an Occupant and is not paid timely, the fine may then be levied against the Owner.

7.6 Animals and Pets. Animals, livestock, or poultry of any kind may be raised, bred, or kept, to the same extent allowed under applicable County regulations.

7.7 Nuisance. It shall be the responsibility of each Owner and Occupant to prevent the development of any unclean, unhealthy, unsightly, or unkempt condition on his or her Lot. No Lot shall be used, in whole or in part, for the storage of any property or thing that will cause such Lot to appear to be in an unclean or untidy condition or that will be obnoxious to the eye; nor shall any substance, thing, or material be kept that will emit foul or obnoxious odors or that would cause any noise or other condition that may or might disturb the peace, quiet, safety, comfort, or serenity of the Owners or Occupants of surrounding Lot. No party shall allow noise levels to interfere with the peace and quiet enjoyment of the Owners, including, but not limited to, motor bikes, stereo equipment, live music, barking dogs and other animal noise. Timber harvesting, land clearing and construction noise of a temporary nature are exempt and shall take place during daylight hours only. No noxious or offensive activity shall be carried on, nor shall anything be done tending to cause embarrassment, discomfort, annoyance, or nuisance to any Person using any Lot. There shall not be maintained any plants or animals or device or thing of any sort whose activities or existence in any way is noxious, dangerous, unsightly, unpleasant, or of a nature as may diminish or destroy the enjoyment of the surrounding Owners. Without limiting the generality of the foregoing, no speaker, home, whistle, siren, bell,

amplifier or other sound device, except such devices as may be used exclusively for security purposes, shall be located, installed or maintained upon any Lot unless required by law.

If any lot owner is not maintaining his/her property to the extent that is determined to be a nuisance by a simple majority vote of the Association members, the Association shall give a written notice to the owner setting forth the complaint in detail, the correction actions to be taken by the Lot owner and request a response within ten (10) days. If the building or grounds are not then placed in the state of maintenance satisfactory to the Association within a period of thirty (30) days, the Association may go upon the property through its agents or through independent contractors to perform such services and utilize such materials as are necessary to bring the structure and/or grounds into conformance with the general maintenance scheme of the subdivision, and the owner of the property shall be liable for any expense so incurred by the Association. If such expenses are not paid to the Association within Thirty (30) days of notice, such amounts so incurred shall become a lien on the property owner's Lot and enforceable as alien in accordance with Article 7, Paragraph 7.26.

7.8 Unsightly or Unkempt Conditions. The pursuit of hobbies or other activities, including specifically, without limiting the generality of the foregoing, the assembly and disassembly of motor vehicles and other mechanical devices, storage of any material or other activity which might tend to cause disorderly, unsightly, or unkempt conditions, shall not be pursued or undertaken in any part of the Property except within a permanent structure erected on a Lot in compliance with applicable standards and codes.

7.9 Antennas and Satellite Dish. Exterior antennas or satellite dish eighteen (18) inches or smaller in diameter may be placed, allowed, or maintained upon any Lot without the prior written consent of the Board. Exterior antennas or satellite dishes larger than eighteen (18) inches may be placed on a Lot with written consent of the Board.

7.10 Drainage. Catch basins, culverts and drainage areas are for the purpose of natural flow of water only. No obstructions or debris shall be placed in these areas. No Owner or Occupant may obstruct or rechanneled the drainage flows after location and installation of drainage swales, storm sewers, or storm drains. No Owner or Occupant shall use the catch basins, culverts or drainage areas for any purpose inconsistent with any agreement made by the Declarant with any federal, state, or local laws and regulations protecting the environment. Declarant hereby reserves the benefit of Declarant and the Association and their respective successors and assigns a perpetual easement across all Property for the purpose of altering drainage and water flow. Rights exercised pursuant to such reserved easement shall be exercised with a minimum of interference to the quiet enjoyment of affected property, reasonable steps shall be taken to protect such property, and damage shall be repaired by the Person causing the damage at its sole expense.

7.11 Sight Distance at Intersections. All property located at road intersections and driveways shall be landscaped so as to permit safe sight lines along the Road. No fence, wall, hedge, or shrub planting shall be placed or permitted to remain where it would create a traffic or sight problem.

7.12 Garbage Cans, Wood Piles Etc. All garbage cans, woodpiles, swimming pool pumps, filters and related equipment, air conditioning compressors and other similar items shall be located or screened so as to be concealed from view of neighboring streets and property. All rubbish, trash, and garbage shall be regularly removed and shall not be allowed to accumulate.

7.13 Subdivision of Lot Prohibited. Any further division of Lots by subdivision, short plat, large lot division, testamentary transfer, boundary line adjustment, or any other technique that would change the boundaries of the lots as depicted in the document recorded under Pierce County recording number 200706265015, must first be approved by the Association.

7.14 Firearms. Any use of firearms must comply with local County regulations and any

law regarding the use of firearms.

7.15 Fences. Fencing must comply with Pierce County Wildlife and Critical area regulations. No Barbwire, razor wire, chain link fence or other fencing material that may create a hazard to wildlife will be allowed.

7.16 Utility Lines. Except as may be permitted by the Board, no overhead utility lines, including lines for cable television, shall be permitted within the Property, except for temporary lines as required during construction.

7.17 Lighting. Exterior lighting visible from the street shall not be permitted except for (a) decorative post light less than four feet in height; (b) street lights in conformity with a street lighting program approved by the Association; (c) seasonal decorative lights; or (d) front house illumination. All lighting shall be directed and shielded to avoid dispersion of light off of the Lot, into the night sky.

7.18 Timber Management All harvesting of timber shall only be conducted in compliance with all of the following: 1) an approved harvesting permit(s) issued by Pierce County or Washington State Department of Natural Resources or such successor governmental entity responsible for such permits; and 2) the forest management plan. If any, that was recorded for the Lot by the Declarant prior to the initial purchase; and 3) the following conditions:

A. All limbs and slash, within one hundred feet (100') of adjoining property lines, shall be removed and fire danger abated within ninety (90) days of harvesting.

B. Any or all damage done to the Road, as a result of timber harvesting, shall be the sole obligation of the Owner doing said harvesting and shall be repaired to a condition no less than that prior to the harvesting operation. Said repair shall be completed no less than fifteen (15) days after the end of harvesting activities.

C. All Owners shall be responsible for periodic inspection of their forestland to prevent and control insect infestation, root rot, or other forest diseases. Any parcel that shall become infested shall be treated immediately at the expense of the Owner.

D. All logging landings shall be setback a minimum of one hundred (100) feet from the Road. Any damage to Road, ditches or shoulders of the Road, or to the flow of draining water along the Road caused by landings placed in violation of such setback requirement shall be repaired at the expense of the Lot Owner responsible for the placement of such landings. If the Lot Owner fails to repair the damage within fourteen (14) days of notice by the Association of the need for repair, the Association may cause the repairs to be made and charge such Lot Owner for the costs of repair. If unpaid, the cost shall become a lien on such Owners Lot, which may be foreclosed by the Association as provided paragraph 6.5.

E. No less than 50 % of the Lot must be maintained in forestry management if clear cutting is done on any portion of the Lot that is subject to a forest management plan it shall be replanted within the first growing season after harvest with a minimum of 300 trees per acre.

7.19 Timber Native Vegetation Easement Only native vegetation shall be allowed, and no trees shall be removed or cut by Lot Owners or Occupants, within sixty foot (60') from the edge of the running surface of the Primary Road and 25' between property lines, as legally described in Exhibit "C, as shown on survey recorded under Auditor's File No. 200706261447 and on survey

recorded under Auditor's File No. 200706265015, in records of Pierce County, Washington, with the exception of a driveway to a home site. The driveway may not be any wider than fifteen feet (15') wide and must be so constructed so that any structures on the Lot cannot be seen from the road due to the driveway cut. It is intended that this 60 feet will remain as a rural forest view corridor, and thus any fencing must be located to the interior of the Lot, outside of the Timber/Native vegetation Easement unless Board approved.

7.20 Setbacks. No Structure shall be located closer than one hundred feet (100') from the edge of any road easement, unless individual Lot Owners can show undue hardship to the satisfaction of the Board of Directors. No Structure shall be located on any Lot closer than twenty-five feet (25) from any adjacent property line.

7.21 Temporary Structures- Trailers and Recreational Vehicles. Recreational vehicles, such as motor homes, campers and trailers, when used for overnight accommodations, are permitted on a temporary basis only. The temporary on-site use of such vehicle or trailer shall not exceed the lesser of ninety (90) days or the time period specified by applicable code.

7.22 Construction - Residential Housing Improvements. All housing must be constructed on-site and must comply with applicable Uniform Building Codes. Modular homes that meet the Uniformed Building Codes will be allowed. Manufactured homes, mobile homes, trailers are prohibited on any Lot, except as provided for in Paragraph 7.21 B. below. Such structures may be used as a temporary residence during the construction of a single family residence provided that an appropriate building permit has been secured and is posted on the lot in a conspicuous manner proximate to the point of entry onto the building site.

A. Permanent Housing.

1. Any dwelling or structure erected or placed on any Lot shall be completed as to external appearance, including finish painting within twelve (12) months from date of issuance of an applicable building permit by the appropriate authority. An extension to the twelve (12) month period may be requested provided the request is made in writing and presented to the Board. The Board shall review all requests and grant extensions pursuant to a written plan submitted by the lot owner and consider reasonable construction scheduling and weather conditions. In no event shall the one time extension be granted for more than an additional twelve (12) months beyond the initial twelve (12) month construction period. The (12) months will commence with the breaking of ground for the building process.

2. All Lots shall be maintained in neat and orderly condition during construction. All building materials shall be kept neatly stacked on the Lot, not less than fifteen (25) feet from any adjacent Lot. A Lot shall be kept clean, neat and free of tall grass and other unsightly growth throughout the entire construction of an improvement.

3. All building materials and garbage from construction shall be removed within 90 days of the issuance of a Certificate of Occupancy. If a Lot owner refuses or fails to remove all building materials and garbage within thirty (30) days after a written request by the Association for removal, the Association may enter upon the "site" and remove the building material and garbage at the owner's expense. Any costs or expenses advanced by the Association for removal of the building material and garbage shall be paid to the Association within thirty (30) days of notice. If payment is not made, such amounts so incurred shall become a lien on the property owner's Lot and enforceable as a lien in accordance with Article

7. Paragraph 7.23.

B. Temporary Housing.

Single Wide Mobile Homes, Double Wide, RV, Motor homes and Manufactured Housing.

A single wide or double wide mobile home or manufactured home may be used as a temporary residence during the construction of a home, provided it meets the following conditions:

8. Any required Pierce County permits be obtained

Must be connected to an approved septic system or fully self-contained.

No temporary housing may be placed on a permanent foundation, but may be placed on a concrete slab

The Mobile home, manufactured home shall be removed within thirty (30) days of issuance of a Certificate of Occupancy for a permanent structure as defined in Paragraph 7.21

A. An RV may remain on site as long as it is no longer used as temporary housing. After this period, the Homeowner's Association shall have the right to enter upon the "site" to remove the manufactured home or trailer, dispose of by any means it determines and charge the Lot owner for any and all costs incurred in its exercise of the aforementioned activities. If payment is not made, such amounts so incurred shall become a lien on the property owner's Lot and enforceable as a lien in accordance with Article 7, Paragraph 7.26.

7.23 Road Connections.

A. All roads and driveway connections to the Road shall be made in such a way that they do not unreasonably interfere with the use of the Road by other Lot Owners, do not interfere with the utilities installed along or under the Road, and do not cross any other Lots.

B. All roads and driveways shall be so constructed as to prevent the flow of surface water onto the Road. Crossings over drainage ditches must be constructed with culverts of adequate size to assure the free and unobstructed passage of the waters therein. Such culverts shall be at least eighteen (18) inches in diameter and shall be installed at a depth sufficient to permit an unobstructed water flow in the ditch. The Association, or Lot Owner(s) or other Person in control or possession of such road or driveway shall keep the culvert under it unobstructed and in good operating condition.

C. Any damage to the Primary Road, the utilities, the ditches or shoulders of the Road, or to the flow of draining water along the Road caused by a road or a driveway connection shall be repaired: (i) in the case of a road or vehicle turnaround managed by the Association, at the expense of the Association or (ii) in other cases, at the expense of the Lot Owners. If such Association or responsible Owner(s) fail to repair the damage within fourteen (14) days of notice by the Association of the need for repair, the Association may cause the repairs to be made and charge Lot Owner(s), as applicable, for the costs of repair. If unpaid, the Association shall have the right to proceed to collect the cost, including without limitation filing a lien on such Lot Owner(s), which may be foreclosed by the Association as provided in paragraph 6.5.

7.24 Neighbor Disputes

A. The board shall not become involved in mediating neighbor disputes; all such disputes may be referred to professional mediation services through Pierce County.

7.25 Vehicles. No owner of any residential lot shall permit any vehicle, which is in a state of disrepair, to be abandoned or to remain parked upon any Lot within the property for a period in excess of seventy-two (72) hours. A vehicle shall be deemed to be in a state of disrepair by

a majority vote of the Association and/or when its presence and/or appearance offends the reasonable sensibilities of the occupants of the neighborhood and/or has had engines, doors, trunk lids, hoods fender, tires, wheels, window, grills or any of the aforementioned items removed and in plain view of the general membership. If an owner refuses or fails to remove a vehicle in violation of this provision within twenty four (24) hours after a request by the Association for removal, the Association may remove the vehicle at the owner's expense. Any costs or expenses advanced by the Association for removal of the vehicle shall be paid to the Association within thirty (30) days of notice. If such expenses are not paid to the Association within thirty (30) days of notice, such amounts so incurred shall become a lien on the property owner's Lot and enforceable as a lien in accordance with Article 7, Paragraph 7.26.

7.26 Remedial Action. Each owner of a Lot shall maintain the Lot in accordance with the restrictions of this Article 7. If an Owner violates the restrictions and, after written notice from the Association, fails to remedy the violation, the Association may enter upon the Lot and remedy the situation. All costs associated therewith shall be paid by Owner. If unpaid, the obligation shall become a lien on such Owner's Lot which may be foreclosed by the Association in like manner as other liens against real property.

7.27 Height Restriction - Lot owner shall not construct any building or structure above 40' (forty) without a simple majority vote of the home owners and with the required permits and approval of Pierce County.

Article 8 ASSOCIATION

8.1 Association. The Carbon River Heights Association (the "Association") is hereby established and empowered to:

- A. Adopt and amend budgets for revenues, expenditure, reserves, and impose and collect assessments for the maintenance of the Road.
- B. Hire and discharge or contract with managing agents and other employees, agents, and independent contractors;
- C. Obtain or cause to be obtained insurance for all insurable improvements, which the Association is obligated to obtain;
- D. Make other contracts and agreements, including, but not limited to, this Declaration
- E. Enforce these CC& Rs and institute litigation or administrative proceedings in its own name on behalf of itself or two or more Owners on matters affecting the Association;
- F. Grant easements, licenses, and concessions on, through, over or under the Primary Road;
- G. Impose and collect any payments, fees, or charges for the use and operations of Primary Road and gate
- H. Impose and collect charges for late payments of dues of assessments and levy reasonable fines;
- I. Prescribe road, utility and drainage system improvements and maintenance of the Road;

J. Modify the location of the Primary Road with the consent of the affected Lot Owner or

Owner

s.

For reference only, not for re-sale.

Unofficial Document

8.2 Governance. The Association shall be governed by a Board of Directors in accordance with the Articles of Incorporation, the Bylaws and this Declaration. During the Development Period described in Article 10, the Board shall consist of three (3) members, who shall be selected by and serve at the sole discretion of the Declarant. At the conclusion of the Development Period, Directors shall be elected by the members.

8.3 Membership. Every Person or corporation who is the record Owner of a fee or undivided fee interest in any Lot that is subject to this Declaration shall be deemed to have a membership in the Association. The foregoing is not intended to include Persons who hold an interest merely as security for the performance of an obligation, and the giving of a security interest shall not terminate the Owner's membership. Membership shall be appurtenant to and may not be separated from ownership of any Lot.

8.4 Standard of Care. The Board shall exercise the degree of care and loyalty required of a director of a corporation organized under RCW 24.03, the Washington Nonprofit Corporation Act.

8.5 Restrictions. The Board shall not act on behalf of the Association to take any action that requires the vote or approval of the Owners, to terminate the Association, to elect members of the Board, or to determine the qualification, powers, and duties, or terms of office of members of the Board, but the Board may fill vacancies in its membership of the unexpired portion of any term.

8.6 Removal. A majority of the Total Association Vote, in person or by proxy, and at a meeting at which a quorum is present, may remove any member of the Board with or without cause. All duties end when the member is no longer a board member.

8.7 Special Meeting. A Special meeting of the Association may be called by majority of the Board, or by Owners having ten percent (10%) of the Total Association Vote.

8.8 Notice. Not less than fourteen nor more than sixty (60) days in advance of any meeting. The Board shall cause notice to be hand-delivered or sent prepaid by first class United States mail to the mailing address designated in writing by the Owner. The notice of any meeting shall state the time and place of the meeting and the business to be placed on the agenda by the Board for a vote by the Owners.

8.9 Board of Directors Meeting. All meetings of the Board shall be open for observation by all Owners. The Board shall keep minutes of all actions taken by the Board, which shall be available to all Owners.

8.10 Quorum for Meeting. A quorum is present throughout any meeting of the Association if 51% of the Total Association Vote are present in person or by proxy at the beginning of the meeting.

8.11 Financial and Other Records.

A. Property of the Association. The Association shall keep financial and other records sufficiently detailed to enable the Association to fully declare to each Owner the true statement of its financial status. All financial and other records of the Association, including but not limited to checks, bank records, and invoices, in whatever form they are kept, are the property of the Association. Each managing agent of the Association shall turn over all original books and records to the Association immediately upon termination of the management relationship with the Association, or upon such other demand as is made by the Board.

B. Examination. All records of the Association, including the names and addresses of Owners and other Occupants of the Lots shall be available for examination by all Owners, Mortgagee, and their respective authorized agents on reasonable advance notice during normal working hours at the offices of the Association or its managing agent. The Association shall not release the unlisted telephone number of any Owner. The Association may impose and collect a reasonable charge for copies and reasonable costs incurred by the Association in providing access to records.

C. Annual Financial Statement. Annually, the Association shall prepare, or cause to be prepared, a financial statement of the Association. The financial statement shall be audited annually by an independent certified public accountant, but the audit may be waived if 51% percent of the votes cast by Owners, in person or by proxy, at a meeting of the Association at which a quorum is present, vote each year to waive up to a maximum of 3 years.

8.12 Voting Rights.

A. One Vote Per Member. Each Lot Owner shall have one (1) vote for each Lot owned, whether improved or not. When more than one Person is an Owner of any Lot, all such Owners shall be a member. The vote for each Lot shall be exercised as the Owners among themselves determine, but in no event shall more than one vote be cast with respect to any Lot. In the event that the Owners of any Lot disagree among themselves as to how the one vote for the Lot shall be exercised with respect to a pending matter, any one of such Lot Owners may deliver written notice of such dispute to the Board of Directors of the Association, and the vote for that Lot shall then be disregarded completely with respect to the matter or matters before the Association at that meeting. The right to vote may not be severed or separated from any, and any sale, transfer or conveyance of said property interest to a new Lot Owner or Owners shall operate to transfer the appurtenant vote without the requirement of any expressed reference thereto.

B. Suspension of Voting Right In the event any Lot Owner shall be in arrears in the payment of assessments due or shall be in default of the performance of any of the terms of this Declaration for a period of thirty (30) days or more, said Lot Owner's right to vote shall be suspended and shall remain suspended until all payments are brought current and all defaults remedied.

8.13 Procedure. A Board of Directors of Five (5) – Seven (7) members of the Association shall be elected from among the Lot Owners.

8.14 Annual Meeting. An annual meeting of the Board of Directors for the Association shall be held in September each year for the purpose of determining the Annual

Assessment, electing officers, and transacting other business.

ARTICLE 9 GENERAL PROVISIONS

9.1 Duration. The easements and covenants created in this Declaration shall run with and bind the Property, and shall inure to the benefit of and shall be enforceable by the Association or any Owner, their respective legal representatives, heirs, successors, and assigns, perpetually to the extent provided by law; provided, however, so long as and to the extent that Washington law limits the period during which covenants restricting land to certain uses may run, any provisions of this Declaration affected thereby shall run with and bind the land so long as permitted by such law, after which time, any such provision shall be (a) automatically extended (to the extent allowed by applicable law) for successive periods of ten (10) years, unless a written instrument reflecting disapproval signed by the then Owners of at least 51% of the Lots for development has been recorded within the year immediately preceding the beginning of a ten (10) year renewal period agreeing to change such provisions, in whole or in part, or to terminate the same, in which case this Declaration shall be modified or terminated to the extent specified therein; or (b) extended as otherwise provided by law. Every purchaser or grantee of any interest (including, without limitation, a security interest) in any Lot, by acceptance of a deed or other conveyance therefore, thereby agrees that such provisions of this Declaration may be extended and renewed as provided in this Section. The board must have member approval prior to talking with the association attorney.

9.2 Gender and Grammar. The singular, wherever used herein, shall be construed to mean the plural, when applicable, and the use of the masculine pronoun shall include the neuter and feminine. All documents will be in English and translation will be at lot owner's expense

9.3 Severability. Whenever possible, each provision of this Declaration shall be interpreted in such manner as to be effective and valid, but if the application of any provision of this Declaration to any Person or to any property shall be prohibited or held invalid, such prohibition or invalidity shall not affect any other provision or the application of any provision which can be given effect without the invalid provision or application, and, to this end, the provisions of this Declaration are declared to be severable.

9.4 Captions. The captions of each Article and Paragraph hereof, as to the contents of each Article and Paragraph, are inserted only for convenience and are in no way to be construed as defining, limiting, extending, or otherwise modifying or adding to the particular Article or Paragraph to which they refer.

9.5 Perpetuities. If any of the covenants, conditions, restrictions, or other provisions of this Declaration shall be unlawful, void, or voidable for violation of the rule against perpetuities, then such provisions shall continue only until twenty-one (21) years after the death of the last survivor of the now living descendants of Elizabeth II, Queen of England.

9.6 Indemnification. To the fullest extent allowed by applicable Washington law, the Association shall indemnify every officer and director against any and all expenses, including, without limitation, attorney's fees, imposed upon or reasonably incurred by any officer or director in connection with any action, suit, or other proceeding (including settlement of any suit or proceeding, if approved by the then Board) to which such officer or director may be a party by reason of being or having been an officer or director. The officers and directors shall not be liable for any mistake of judgment, negligent or otherwise except for their own individual willful misfeasance, malfeasance, misconduct, or bad faith. The officers and directors shall have no personal liability with respect to any contract or other commitment made by them, in good faith, on behalf of the Association (except to the extent that such officers or directors may also be members of the Association), and the Association shall indemnify and forever hold each such officer and director free and harmless against any and all liability to others on account of any such contract or commitment. Any right to indemnification provided for herein shall not be exclusive of any other rights to which any officer or director, or former officer or director, may be entitled. The Association shall maintain adequate general liability and officers' and directors' liability insurance to fund this obligation, if such coverage is reasonably available.

9.7 Agreements. Subject to the prior approval of Declarant all agreements and determinations, including settlement agreements regarding litigation involving the Association, lawfully authorized by the Board shall be binding upon all Owners, their heirs, legal representatives, successors, assigns, and others having an interest in the Property or the privilege of possession and enjoyment of any part of the Property.

9.8 Implied Rights. The Association may exercise any right or privilege given to it expressly by this Declaration, and every other right or privilege reasonably to be implied from the existence of any right or privilege given to it therein or reasonably necessary to effectuate any such right or privilege.

9.9 Litigation. No judicial or administrative proceeding shall be commenced or prosecuted by the Association unless approved by at least seventy-five (75%) percent of the Total Association Vote. This Section shall not apply, however, to (a) actions brought by the Association to enforce the Provisions of this Declaration (including, without limitation, the foreclosure of liens), (b) the imposition and collection of assessments as provided in Article V hereof; (c) involving challenges to ad valorem taxation, or (d) counterclaims brought by the Association in proceedings instituted against it. This Section shall not be amended unless such amendment is made by the Declarant pursuant to Article 10, Paragraph 10.2, hereof or is approved by the percentage votes, and pursuant to the same procedures, necessary to institute proceedings as provided above.

9.10 Enforcement. If the board of Directors of the Association, or their successors or assigns shall violate or attempt to violate any of the easements, covenants or restrictions herein, it shall be lawful for any other Person or Persons owning a Lot to prosecute any proceedings at law or in equity against the Association to prevent it from so doing or to recover damages and costs for such violation, including, without limitation, reasonable attorneys' fees. Failures of any entity or person to take action to restrain the violation of any of these easements, covenants or restrictions shall not be construed as a waiver of any enforcement rights and shall not prevent the enforcement of such covenant or restriction in

the future.

9.11 Invalidation. Invalidation of any provision of this Declaration or any part thereof by judgment or court order shall in no way affect any of the other provisions which shall remain in full force and effect.

9.12 Compliance with Law. These easements, covenants and restrictions are for purposes of this Declaration only and do not purport to constitute full compliance with any applicable law, ordinance, regulation or other government standard. Compliance with applicable government standards remains the responsibility of the Association.

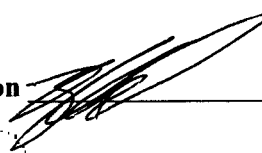
Carbon River Heights Home Owners Association.

For reference only, not for re-sale.

Carbon River Heights

I Kurt Erickson accept these changes to the Carbon River Heights CC&R's.

Signed Kurt Erickson



Date

6/10/12

Witnessed By John Decker



Date

6/10/12

5.1 (B)

MOWING, SPRAYING, PRUNING, ETC. SHALL BE CONDUCTED AT A MINIMUM OF 4 TIMES PER YEAR. MOWING SHALL START IN APRIL AND END IN OCTOBER AS NEEDED.

Document

For reference only, not for re-sale.