

WHEN RECORDED RETURN TO:

Lamplight Capital Asset Mgmt
10375 Richmond Ave
Suite 1010
Houston, TX 77042

DOCUMENT TITLE(S)

Amended & Restated Declaration of
CC&R's Hidden Ridge Subdivision

REFERENCE NUMBER(S) of Documents assigned or released:

Replace & supersede Declaration of CC&R's
#2007166154 dated May 18, 2007

Additional numbers on page _____ of document.

GRANTOR(S):

Lamplight Capital & Asset Management LLC

Additional names on page _____ of document.

GRANTEE(S):

Lamplight Capital & Asset Management LLC

Additional names on page _____ of document.

LEGAL DESCRIPTION (Abbreviated: i.e. Lot, Block, Plat or Section, Township, Range, Quarter):

Lot 1 of the Iman Loop S / P#2006160461
Hidden Ridge Plat #2018000254 2/6/2018

Complete legal on page _____ of document.

TAX PARCEL NUMBER(S): n/s

Additional parcel numbers on page 46 of document.

The Auditor/Recorder will rely on the information provided on this form. The staff will not read the document to verify the accuracy or completeness of the indexing information.

I am requesting an emergency nonstandard recording for an additional fee as provided in RCW 36.18.010. I understand that the recorded processing requirements may cover up or otherwise obscure some part of the text of the original document.

Company Name: Lamplight Asset & Capital Management LLC

Signature/Title: Dan Bennett - Agent

**AMENDED AND RESTATED
DECLARATION
OF COVENANTS, CONDITIONS AND RESTRICTIONS
OF THE
STEVENSON HIDDEN RIDGE
HOMEOWNERS' ASSOCIATION ("the Association")**

These Amended and Restated Declaration of Covenants, Conditions and Restrictions for Hidden Ridge ("the Declaration") are to be effective upon its recording in Skamania County, Washington, is made and executed on this date by Lamplight Capital and Asset Management, LLC ("the Declarant").

RECITALS

Declarant is the owner of thirty-four (34) lots within the boundaries of "Hidden Ridge" located in Stevenson, Washington ("the Property"). Declarant acquired ownership to the Property via foreclosure from the prior title/record owner.

Declarant is now recording this Declaration to replace and supersede the original Declaration dated May 18, 2007 and recorded as Document Number (#2007166154) in the Public Records of Skamania County, Washington.

All land and improvements now existing or hereafter constructed thereon will be held, sold, conveyed subject to, and burdened by these covenants, conditions, restrictions, reservations, limitations, liens and easements, all of which are for the purpose of enhancing and protecting the value, desirability and attractiveness of such lands for the benefit of all of such lands and the owners thereof and their heirs, successors, grantees and assigns.

All provisions of this Declaration shall be binding upon all parties having or acquiring any right, title or interest in such lands or any portion thereof and shall inure to the benefit of each owner thereof and to the benefit of the Stevenson Hidden Ridge Homeowners' Association and shall otherwise in all respects be regarded as covenants running with the land.

**ARTICLE I
DEFINITIONS**

For purpose of the Declaration and Articles of Incorporation and the Bylaws of the Association, certain words and phrases shall have particular meaning as follows:

1.1. "Association" shall mean and refer to Stevenson Hidden Ridge Homeowners' Association, its successors and assigns.

1.2. "Board" shall mean and refer to the Board of Directors of the Association, as provided for in Article X.

1.3. "The Property" shall mean and refer to the real property described with particularity in Exhibit "A" and such additions to that property which may hereinafter be brought within the jurisdiction of the Association.

COVENANTS, CONDITIONS AND RESTRICTIONS FOR HIDDEN RIDGE HOMEOWNERS' ASSOCIATION

1.4. "Common Area" shall mean and refer to Tract A located on the survey shown on the Plat recorded under Skamania County Auditor's File No. 2018000254.

1.5. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the Properties. Common Area shall not be regarded as a Lot.

1.6. "Architectural Control Committee" shall mean and refer to the duly appointed or elected Committee of the Board of Directors as outlined in the By Laws, Article IX and hereinafter referred to as the "ACC."

1.7. "Plat" shall mean and refer collectively to the Osprey Ridge Short Plat recorded under Skamania County Auditor's File No. 2005159290; the Morning Wood Short Plat recorded under Skamania County Auditor's File No. 2005159291; and the Hidden Ridge Subdivision survey recorded under Skamania County Auditor's File No. 2018000254.

1.8. "Residence" shall mean and refer to buildings occupying any Lot.

1.9. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of (1) a fee simple title to any Lot which is a part of the Properties (but excluding those persons or entities, such as real estate contract sellers, having record title merely as security for the performance of an obligation), or (2) the Purchaser under a real estate contract prior to issuance of the fulfillment deed for the contract.

1.10. "Proxy" shall mean an agreement, acknowledged in writing that entitles another homeowner to vote on your behalf at a meeting of the membership where the homeowner is unable to attend and the agenda indicates a vote of the membership will be cast at the time of the meeting. Voting for will typically be conducted using written ballots, and if used, a proxy vote will not be applicable. All proxies shall be in writing and sent to or received by the Secretary of the Board of Directors prior to the anticipated vote.

1.11. "Ballot" shall mean a written ballot, mailed to the homeowner and to be returned to the Secretary of the Board of Directors no later than the date specified on the written ballot. The method designated for returning such ballots will be identified on the ballot form.

1.12. "Bylaws" shall mean the Bylaws of the Association, as amended from time to time. The Bylaws shall be adopted and recorded in the Deed Records of Skamania County, Washington. A copy of the Bylaws is attached as Exhibit "B".

**ARTICLE II.
PRE-EXISTING RESTRICTIONS SUPERCEDED**

The prior Declaration recorded against the Property is hereby replaced and superseded with this Declaration.

**ARTICLE III.
DEED AND DEDICATION OF COMMON AREA**

Declarant will transfer title for the Common Area to the Association upon the sale of 26 of the 34 Lots now owned by the Declarant. Until such time, Declarant shall maintain and preserve the Common Area as is reasonably necessary.

**ARTICLE IV.
DEED AND DEDICATION OF EASEMENTS**

The Association holds title to all easements created for the purpose of landscaping, utilities and access, for common use and enjoyment of the Association and Lot Owners. The Association's right to use such easements is subject to the right of the public to use rights-of-way which have been dedicated as public roads and are open to public access, including emergency vehicle access.

**ARTICLE V.
ADMINISTRATION AND USE OF COMMON AREA**

5.1. With respect to the Common Area, prior to any transfer by the Declarant and subsequent to such transfer to the Association, the Association shall have the following rights relative to the Common Area:

5.1.1. The right to establish use and operation standards (rules) for the Common Area which shall be binding on all Association Members along with enforcement standards.

5.1.2. The right of the Association to suspend an Owner's right to use the Common Area for any period during which assessments against his or her Lot remain unpaid.

5.1.3. The right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority or utility for such purposes and subject to such conditions as the Members may deem appropriate. No such dedication or transfer shall be effective unless the instrument agreeing to the transfer is signed by the Owners of two-thirds (2/3) of the Lots and has been recorded.

5.2. Insurance. Nothing shall be done or kept in any Common Area that will increase the rate of insurance on the Common Areas or other Lots or Improvements without the prior written consent of the Board. Nothing shall be done or kept in any Common Area which will result in the cancellation of insurance on any part of the Common Areas or which would be in violation of any laws or ordinances.

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5.3. Alteration of Common Area. Except as required for normal and routine maintenance, nothing shall be altered, constructed in, or removed from the Common Area except upon prior written consent of the ACC and/or the Board. Any improvements exceeding \$10,000 shall require two-thirds (2/3) of the Members of the Association responding by voting in person or by proxy at a meeting duly called for this purpose to authorize (1) the construction of such improvements and (2) assessments for such improvements. Any such improvements would be subject to the acquisition of all permits required from governmental agencies.

5.4. Dumping in Common Area. No trash, construction debris or waste, plant or grass clippings or other debris of any kind or hazardous waste (as defined in any federal, state, or local law or regulation) shall be dumped, deposited or placed on the Common Area.

5.5. Landscaping and Fencing. No permanent structures or landscaping of any kind, including fences, walls, or shrubs, may be built or placed within the Common Area. This prohibition shall not prohibit the Association from installing additional improvements or landscaping within the designated Common Area.

**ARTICLE VI.
MAINTENANCE OF THE COMMON AREA -DELEGATION OF MANAGEMENT**

6.1. Maintenance of Common Area. Declarant shall be responsible for all maintenance of the Common Area until such time as Declarant transfers title to the Common Area to the Association. After transfer by the Declarant, maintenance of the Common Area and all improvements thereon shall be the sole responsibility of the Association. The Association shall maintain and regulate the use of Common Area for the benefit of each Lot within the Plat and shall do all things necessary to preserve and maintain the Common Area for the purpose intended. The Board shall have the exclusive right to establish use and operation standards for said Common Area to preserve the purpose of the Common Area as set for on the Plat.

6.2. Maintenance of Landscaping Along Street Right-of-Way. The Association may elect to periodically maintain the landscaping in any or all right-of-way areas within the Property between the edge of the asphalt paving and the adjacent front or side Lot lines. Such maintenance shall be at the sole discretion of the Association and shall not relieve any Owner from the obligations for installation and maintenance of said right-of-way landscaping associated with the Owner's Lot.

6.3. Management. Each Owner expressly covenants that the Board may delegate all or any portion of their management authority to management contracts or other service contracts to provide for maintenance of the Common Area. Any management agreement or employment agreement for the maintenance or management may be terminable by the Association without cause upon 90 days written notice thereof; the term of any such agreement shall not exceed three (3) years, renewable by agreement of the parties for successive periods of up to three (3) years each. Each Owner is bound to observe the terms and conditions of any such management agreement or employment contract, all of which shall be made available for inspection by any Owner on request. Any fees or salaries applicable to any such management, employment or service agreement shall be assessed to each Owner.

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ARTICLE VII. ASSESSMENTS

7.1. Each Owner of any Lot, by acceptance of a deed therefore, whether it shall be so expressed in each deed, is deemed to covenant and agree to pay to the Association (1) annual assessments or charges, if any, (2) special assessments for maintenance of the Common Area, and (3) any assessments made by the Board within thirty (30) days of the date specified by the Association. The annual and special assessments, together with any interest, costs and any reasonable attorneys' fees incurred to collect such assessments, shall be a lien on the land and all improvements thereon, and shall be a continuing lien upon the property against which such assessment is made. Each such assessment, together with any interest, costs and reasonable attorneys' fees incurred in attempting to collect the assessment, shall also be the personal obligation of the person who is the Owner of such Property at the time when the assessment fell due. The personal obligation for delinquent assessments shall continue even if the Owner subsequently transfers legal or equitable title to the Property; however, the personal obligation for delinquent assessments shall not pass to the delinquent Owner's successors in ownership of the Lot unless expressly assumed by the successor(s). The Association shall record such liens in the Office of the County Auditor. It is the obligation of the seller and seller's agents to notify purchasers of any existing liens, unpaid assessments and the terms set forth in these covenants.

7.2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively to (a) promote the recreation, health, safety and welfare of the residents of the Properties, and (b) for the improvements and maintenance of the Common Area.

7.3. Assessments. The Association through its Board may elect upon a two-thirds (2/3rds) vote of the Members of the Association to impose an annual assessment. Any such assessment shall be reasonable. The annual assessment shall be used by the Association for maintenance, repair, professional services, contract services and other purposes permitted by this Declaration. The annual assessment may be increased by the Board to reflect increases in costs to manage the Association and to maintain and improve the Common Area. Conversely, the Board shall have the authority to reduce the annual assessments if economic data supports such a reduction because of reduced maintenance costs or other maintenance expenses or the accumulation of high reserve funds.

7.4. Once established by the Board, the annual assessment may be increased only if approved by two-thirds (2/3) of the Members of the Association, voting in person or by proxy at a meeting duly called for this purpose.

7.5. Special Assessment for Capital Improvements. In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a common assessment, applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Area, provided that any such assessment exceeding \$10,000.00 for those capital improvements or repairs shall have the assent of two-thirds (2/3) of the Members of the Association responding by voting in person or by proxy at a meeting duly called for this purpose.

7.6. Notice For Any Action Authorized Under this Article. Written notice of the place, day, hour, and purpose of any meeting called to take any action authorized under this Article shall be sent to all members not less than thirty (30) days nor more than fifty (50) days in advance of the meeting.

7.7. Uniform Rate of Assessment. Both annual and special assessments arising under this Article must be fixed at a uniform rate for all Lots or Properties. Assessments shall be collected monthly, bi-monthly, quarterly or on an annual basis as determined by the Board.

7.8. Special Assessments for Repairs or Reimbursement relating to a Specific Lot. The Board or ACC has authority to collect the cost of any repairs or maintenance required due to violation of these covenants, by providing notification of a special assessment against the responsible homeowner(s), lot owner(s) or tenant(s). Such a special assessment does not need to comply with Section 6. Notice of such an assessment and a date when payment is due shall be provided to the homeowner(s), lot owner(s) or tenant(s) by certified mail. If not paid when due, the amount owed is subject to lien rights and interest as provided in this Declaration.

7.9. Effect of Non-Payment of Assessments; Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of twelve (12) percent per annum. Each Owner hereby expressly vests in the Association, or its agent, the rights and powers to bring all actions against such Owner personally for the collection of such assessments as debts and to enforce lien rights of the Association by all methods available for the enforcement of such liens, including foreclosure by an action brought in the name of the Association in like manner as a mortgage of property. Such Owner hereby expressly grants to the Association the power of sale in connection with such liens. The liens provided for in this Section 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 an interest at foreclosure sale and to acquire, hold, lease, mortgage and convey the same. The Owner is responsible for payment of all attorneys' fees incurred in collecting past due assessments or enforcing the terms of assessment liens.

7.10. Maintenance Areas or abandonment of Lot. The Association shall have the right to suspend the voting rights of an Owner for any period during which any assessment against the Lot remains unpaid for any infraction of the terms of the Articles of Incorporation, CC&R's, or the Bylaws of the Association.

7.11. Effect of Lien. A lien under this Article shall be prior to all other liens and encumbrances on the Lot or property affected except, (a) liens and encumbrances recorded before the recording of the notice of lien; (b) a mortgage on the unit recorded before the date on which the assessment sought to be enforced became delinquent; and (c) liens for real property taxes and other governmental assessments or charges against the property owner that have statutory priority to the assessment liens by law.

7.12. Sale or transfer of the property affected will not relieve the original property owner of his or her personal obligation to extinguish said liens, or provide payment for the Associations costs and Attorneys' fees as set forth in this Declaration unless the Association receives full payment for all delinquencies and costs and fees owed at the time of sale. All such liens shall attach to the Property affected by the delinquency or non-compliance with this Declaration as well as constitutes a personal obligation on the property owners whose name appears on the title at the time the assessment falls due.

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7.13. Exempt Property. Tract A which is designated as the Common Area shall be exempt from the assessments provided for in this Article. This section shall apply notwithstanding any other provision to the contrary in this Declaration.

ARTICLE VIII. USE, MAINTENANCE AND OCCUPANCY OF LOTS

8.1 Residential Use. Lots shall only be used for residential purposes. Except with the Boards' consent no trade, craft, business, profession, commercial or similar activity of any kind shall be conducted on any Lot or in any Home, and no goods, equipment, vehicles, materials or supplies used in connection with any trade, service or business shall be kept or stored on any Lot. Nothing in this Section shall be deemed to prohibit (a) activities relating to the sale of residences; (b) the right of Declarant or any contractor or homebuilder to construct residences on any Lot, to store construction materials and equipment on such Lots in the normal course of construction, and to use any residence as a sales office or model home for purposes of sales in Stevenson Hidden Ridge Subdivision, and (c) the right of the Owner of a Lot to maintain such Owner's personal business or professional library, keep such Owner's personal business or professional records or accounts, handle such Owner's personal business or professional telephone calls or confer with business or professional associates, clients or customers in such Owner's residence. The Board shall not approve commercial activities otherwise prohibited by this Section 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 local or municipal government ordinances.

8.2. Exterior Maintenance by Owner. Each Lot and Residence shall be maintained by the Owner in a neat, clean and sightly condition at all times and shall be kept free of accumulations of litter, junk, containers, equipment, building materials, and other debris. All landscaping areas, including landscaping extending into the city right-of-way, shall be regularly maintained and trimmed to present a clean, neat, and well-maintained appearance. All refuse shall be kept in sanitary containers sealed from the view of any Lot; the containers shall regularly be emptied and the contents disposed of off the Properties. No limbs, branches, and other debris from vegetation shall be dumped or allowed to accumulate on any part of the Properties, except that a regularly tended compost device shall not be prohibited. No storage of goods, trucks (other than pickups), or other equipment or devices shall be permitted in open view from any Lot or right-of-way. Owner of each Lot may park a boat, motor home, trailer or camper on their Lot. Motor homes, boats, trailers, and campers shall be referred to as "Recreational Vehicles."; No Owner may store or park any Recreational Vehicle on the city right-of-way for more than 72-hours. If stored on the Lot, Recreational Vehicles shall be adequately screened from the view of adjacent rights-of-way and Lots. Screening of such Recreational Vehicles must have the approval of the ACC. Upon 48 hours' notice to the Owner of an improperly parked Recreational Vehicle, truck (other than pick-ups), or other equipment or devices, the Board has the authority to have towed, or obtain a court order to have the offending vehicles or other equipment or devices removed, at the Owner's expense, if such vehicles or other equipment or devices parked on any Lot or within the right-of-way for more than 24 hours are still visible from adjacent rights-of-way or residences. Notwithstanding the foregoing, Owners may have visiting guests intending to stay in a Recreational Vehicle for a period of one (1) week on the street adjacent to the Lot. If the Owner intends to have guests staying longer than one (1) week, shall advise an ACC member by mail or e-mail prior to

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the commencement of the parking. In no event, shall any Owner allow a guest to maintain a Recreational Vehicle within the development for longer than two (2) weeks.

8.3. Easements for Enforcement Purposes. Owners hereby grant to the Association an express easement for the purposes of going upon the Lots of Owners for the purpose of removing Recreational Vehicles, trucks (other than pick-ups), or other equipment or devices that are parked or stored in violation of the terms of this Declaration.

8.4. Lot Maintenance by the Association. In the event that an Owner shall fail to maintain the exterior of his premises and the improvements situated thereon in a manner consistent with maintenance standards of this Declaration, including maintenance of landscaping required in the adjacent right of way, the Board shall, upon receipt of written complaint of any Owner and the subsequent investigation which verifies that complaint, have the right through its agents and employees to enter upon the offending Owner's Lot and repair, maintain and restore the Lot and exterior of the improvements on that Lot if the Owner shall fail to respond in a manner satisfactory to the Board within ten (10) days after receiving notice of the need for corrective action. The cost of such repair, maintenance, or restoration shall be assessed against the Lot, and the Board shall have the right to record a notice of lien for labor, materials furnished, contractor fees, and other costs incurred, including attorney's fees, associated with the Board's restoration action. The Lien may be enforced in the manner provided by Law and as provided for in this Declaration. In the event the estimated cost of repair shall exceed one-half of one percent (.5%) of the County Tax Assessor's value of the Lot, with its improvements, the Board will be required to seek approval of two-thirds (2/3) of the Members of the Association responding by voting in person or by proxy at a meeting duly called for this purpose, before undertaking such repairs.

8.5. Rental of Homes. An Owner may rent or lease such Owners' Home, provided the following conditions are met:

8.5.1. Written Rental Agreements Required. The Owner and the tenant enter into a written rental or lease agreement specifying that (i) the tenant shall be subject to all provisions of the Declaration, Bylaws and Rules and Regulations, and (ii) a failure to comply with any provision of the Declaration, Bylaws and Rules and Regulations shall constitute a default under the rental or lease agreement;

8.5.2. Minimum Rental Period. The period of the rental or lease is not less than one (1) year;

8.5.3. Tenant Must be Given Documents. The Owner gives each tenant a copy of the Declaration, Bylaws and Rules and Regulations.

ARTICLE IX. HOMEOWNERS' ASSOCIATION

9.1. Non-Profit Corporation. The Association shall be a non-profit corporation under the laws of the state of Washington.

9.2. Membership. Every person or entity who is an Owner of any Lot shall become a member of the

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Association. Membership shall be appurtenant to the Lot and may not be separated from ownership of any Lot and shall not be assigned or conveyed in any way except upon the transfer of title to, or a real estate contract vendee's interest in, said Lot and then only to the transferee of either the title to the Lot or the vendee's interest in the Lot. All Owners shall have the rights and duties specified in the Articles of Incorporation and the Bylaws of the Association.

9.3. Voting Rights. The Association shall have two classes of voting membership:

9.3.1 Class A

Class A members shall be all Owners with the exception of lots owned by the Declarant and shall be entitled to one (1) vote for each Lot owned. When more than one (1) person holds an interest in any Lot, all such persons shall be members, but the vote for such Lot shall be exercised as they among themselves determine, and in no event shall more than one (1) vote be cast with respect to any Lot. If the co-Owners of a Lot cannot agree upon the vote, the vote of the Lot shall be disregarded in determining the proportion of votes with respect to the particular matter at issue.

9.3.2 Class B

The Class B member shall be the Declarant, who shall be entitled to three (3) votes for each Lot it owns. The Class B membership shall terminate upon the sale of the Lot to non-Declarant person or entity.

The voting rights of any Member may be suspended as provided for in this Declaration, or in the Articles of Incorporation, or in the Bylaws of the Association. The Association shall have the right to suspend the voting rights of a member for any period during which any assessment, or any other charge against the Lot remains unpaid.

9.4. Meetings. Meetings shall be conducted in accord with the specifications set forth in the Bylaws of the Association.

**ARTICLE X.
MANAGEMENT BY BOARD**

10.1. The Board of Directors. The Association will be managed by, and administrative power vested in a Board of three (3) Directors. With the exception of the Director appointed by the Declarant, the Directors must be Members of the Association. However, until such time as the Declarant no longer has a vested title interest in a Lot, the Declarant may appoint one of the Directors to the Board. The appointee of the Declarant need not be a Member of the Association. The Association, by Amendment of the Bylaws, may increase or decrease the number of Directors.

10.2. Terms. Terms of office for individual Directors will be two (2) years. A staggered nomination and election schedule will be established to protect against block turnover of all Association Directors and to ensure continuity is maintained.

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10.3. Powers of the Board. All powers of the Board must be exercised in accord with the specifications which are set forth in the Bylaws. The Board, for the benefit of all the Properties and the Lot Owners, shall enforce the provisions of this Declaration and the Bylaws. In addition to the duties and powers imposed by the Bylaws and any resolution of the Association that may be hereafter adopted, the Board shall have the power and be responsible for the following, in way of explanation but not limitations:

10.3.1. Insurance. Obtain policies of insurance for Common Area.

10.3.2. Legal and Accounting Services. Obtain legal and accounting services if necessary to the administration of Association affairs, administration of the Common Area, or the enforcement of this Declaration.

10.3.3. Maintenance. Pay from Association funds, all costs of maintaining the Common Area

10.3.4. Maintenance of Lots. Subject to the requirements of this Declaration, maintain any Lot if such maintenance is reasonably necessary in the judgment of the Board to (1) protect Common Area, or (2) to preserve the appearance and value of the Properties or Lot. The Board may authorize such maintenance activities if the Owner or Owners of the Lot have failed or refused to perform maintenance within a reasonable time after written notice of the necessity of such maintenance has been delivered by the Board to the Owner or Owners of such Lot, provided that the Board shall levy a special assessment against the Owner, or Owners of such Lot and the Lot for the cost of such maintenance.

10.3.5. Discharge of Liens. The Board may also pay any amount necessary to discharge any lien encumbrance levied against the entire Properties or any part thereof, which is claimed or may, in the opinion of the Board, constitute a lien against the Properties rather than merely against the interest therein of particular Owners. Where one or more Owners are responsible for the existence of such liens, they shall be jointly and severally liable for the entire cost of discharging the lien(s) and all of any costs or expenses, including reasonable attorneys' fees and costs of title search incurred by the Board by reason of such lien or liens. Such fees and costs shall be assessed against the Owner or Owners and the Lot(s) responsible to the extent of their responsibility.

10.3.6. Utilities. Pay all utility charges attributable to Common Area.

10.3.7. Security. Pay all costs deemed appropriate by the Board to ensure adequate security for the Lots and Common Area constituting the residential community created on the Properties.

10.3.8. Right to Contract. Have the exclusive right to contract for goods, services, maintenance, and capital improvements provided, however, that such right of contact shall be subject to the provisions of this Declaration.

10.3.9. Improvement of Common Area. Improve the Common Area with capital improvements to such areas exceeding \$10,000.00 needing the approval of two-thirds (2/3) of the members of the Association responding by voting in person or by proxy at a meeting duly called for this purpose.

10.3.10. Right of Entry. Enter any Lot or Residence, when reasonable necessary, in the event of emergencies or in connection with any maintenance, landscaping or construction for which the Board is responsible. Except in cases of emergencies, the Board, its agents or employees shall attempt to give notice to the Owner or occupant of any Lot or Residence, 24 hours prior to such entry. Such entry must be made with as little inconvenience to the Owners as practicable, and any damage caused thereby shall be repaired by the Board, at the Association's expense, if the entry was due to an emergency (unless the emergency was caused by the Owner of the Lot entered, in which case the cost shall be specifically assessed to the Lot and against the Owner of the Lot). If the repairs or maintenance activities were necessitated by the Owner's neglect of the Lot, the cost of such repair or maintenance activity shall be specifically assessed to that Lot and against the Owner of that lot as provided in this Declaration. If the emergency or the need for maintenance or repair was caused by another Owner or another Lot, the cost thereof shall be specifically assessed against the Owner of the other Lot and against the other lot.

10.3.11. Promulgation of Rules. Adopt and publish any rules and regulations governing the Members and their guests and establish penalties for any infraction thereof.

10.3.12. Declaration of Vacancies. Declare the office of a member of the Board to be vacant in the event that a member of the Board is absent from three (3) consecutive regular meetings without approval by the Board.

10.3.13. Employment of Manager. Employ a manager, as independent contractor, or such other employees as the Board deems necessary and describe the duties of such employees.

10.3.14. Payment for Goods and Services. Pay for all goods and services required for the proper functioning of the Common Area.

10.3.15. Impose Assessments. Impose annual and special assessments as permitted in this Declaration.

10.3.16. Bank Accounts. Open bank accounts on behalf of the Association and designate the signatories required.

10.3.17. Exercise of Powers, Duties, and Authority. Exercise for the Association all powers, duties and authority vested in or delegated to the Association and not reserved to the membership by other provisions of the Bylaws, Articles of Incorporation, or this Declaration. The Board shall have all powers and authority permitted under this Declaration and the Bylaws. However, nothing herein contained shall be construed to give the Board authority to conduct a business for profit on behalf of all the Owners or any of them.

10.4. Immunity of the Board. No individual member of the Board shall have any personal liability to any Owner or any other person for the acts or omissions of the Board if such acts or omission were committed in good faith and without malice. The Association shall defend any action brought against the Association, the Board or any member thereof arising from such acts or omissions.

10.5. Clarification of Role of Association. The Association shall have the general powers and duties of a nonprofit corporation pursuant to the Washington Nonprofit Corporations Act, and of a homeowners'

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association pursuant to the Act, as well as the specific powers and duties set forth in the provisions of this Article and the other provisions of this Declaration that expressly relate to the Association, as well as pursuant to the Articles of Incorporation of the Association ("Articles") and the Bylaws. However, unless expressly set forth herein or in the Articles or the Bylaws, the Association shall not act in the capacity of settling disputes between Owners or resolving problems that Owners may experience. Disputes or problems experienced by Owners to which the Association has no express authority or role as set forth in this Declaration shall be resolved by private, lawful means chosen by the affected Owners and there shall be no recourse to the Association.

ARTICLE XI. LAND USE RESTRICTIONS

11.1. All Lots within the Properties shall be used solely for private single-family residential purposes. Private single-family residences shall consist of no less than one (1) Lot, and no Lot shall ever be further subdivided. No Residence shall be constructed which exceeds the allowable height set forth in the governing municipal Code for this zone. Each Residence must have a private enclosed car garage for not less than two (2) cars. Garages cannot be converted to living quarters. No single structure shall be altered to provide residence for more than one (1) family. Single-story residences consisting of a basement and one story or residence consisting of a single story shall contain at least 1,600 square feet. Multi-story residences consisting of a basement and two stories or residences consisting of two stories shall contain at least 2,100 square feet. In computing the total square footage of a residence, the basement, garages or enclosed decks shall not be included.

11.2. No Lot shall be used in a fashion that unreasonably interferes with any other Owner's right to use and enjoy the other Owner's Lots. This provision does not create a view easement for any particular Lot within the development. The Board or the ACC designated by it shall determine whether any given use of a Lot unreasonably interferes with those rights; such determinations shall be conclusive.

11.3. No noxious or offensive activity shall be conducted on any Lot, nor shall anything be done or maintained on the Properties that may become an activity or condition that unreasonably interferes with the rights of other Owners to use and enjoy any part of the Properties. No activity or condition shall be conducted or maintained on any part of the Properties, which detracts from the value of the Properties as a residential community. No untidy or unsightly condition shall be maintained on any property. Untidy conditions shall include, but are not limited to, publicly visible storage of wood, boats trailers, mobile homes, recreational vehicles, disabled vehicles of any kind whatsoever, and landscaping which is not properly maintained.

11.4. Fences, Walls or Hedges. Fences, walls or hedges are permitted as allowed by the City of Stevenson Municipal Code subject to (1) the approval of the ACC and (2) determination whether such fences, walls or hedges would interfere with utility easements reflected on the face of the Plat and other easements elsewhere recorded. In no event shall any fences be allowed between the front Lot line and the front wall (facade) of the primary Residence. No barbed wire, chain link, or corrugated fiberglass fences shall be erected on any Lot. All fences, open and solid, are to meet the standards set by the ACC and must be approved by the ACC prior to construction.

COVENANTS, CONDITIONS AND RESTRICTIONS FOR HIDDEN RIDGE HOMEOWNERS' ASSOCIATION

11.5. No mobile or "manufactured" homes, trailers, structures of a temporary character, recreational vehicle, basement, tent, shack, garage, barn, or other out buildings shall be used on any Lot at any time as a Residence, either temporarily or permanently. No vehicles parked in public rights-of-way may be used temporarily or permanently for residential purposes. The Association may permit temporary trailers and/or construction waste collection bins to be placed on or adjacent to an Owners Lot to facilitate construction or remodeling or residence related improvements. No such temporary trailers or collection bins may be placed, however, without the written permission of the Board. The Association has the right and authority to deny the placement of temporary trailers and or collection bins if such placement shall interfere with another Lot owner's ability to access or enjoy his/her Lot. The Association can also require placement on the Lot to minimize the view from public rights-of-way and other residences and establish the length of time the temporary trailers or collection bins will be permitted on Owners Lots, depending on the type of work being performed.

11.6. Mining. No oil drilling, oil development operations, oil refining, quarrying, or mining operation of any kind shall be permitted on or in any Lot, nor shall oil wells, tanks, tunnels, mineral excavation or shafts be permitted on or in any Lot. However, Declarant shall be permitted to allow the excavation of rock along Lots 1, 2, 3, 4, 18, 19, 20, 21, and 22 adjoining Osprey Ridge Lane and Red Hawk Court ("Permitted Lots") until such time as this Permitted Lots are sold. No derrick or other structures designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any Lot. Oil storage for residential heating is further prohibited.

11.7. Building Setbacks. No structures shall be located within thirty (30) feet of the front line or nearer to the side street line than minimum dwelling setback lines required by relevant public zoning ordinance. For the purpose of this Covenant, eaves, steps, chimneys, and open porches shall not be considered as part of the dwelling; provided, however, that this shall not be considered to permit any portion of a dwelling on a Lot to encroach any required setbacks by local codes, or to encroach upon another Lot or upon any easements indicated on the face of the Plat or as otherwise recorded, or upon the Common Area. In no event shall any structures violate any provisions of any local municipal zoning ordinance, or any specific setbacks as set forth on the recorded plat map, or any setbacks imposed through the establishment of easements for utilities or access.

11.8. Signs. No signs, billboards, or other advertising structures or device shall be displayed to the public view on any Lot except one (1) sign not to exceed five (5) square feet in area may be placed on a Lot to offer the property for sale or rent. Political yard signs, not more than five (5) square feet, of a temporary nature will be allowed during campaign periods on Lots. Within five (5) days of the occurrence of the election, such signs must be removed from Lots. The Board may cause any sign placed on Properties in violation of this provision to be removed and destroyed. The Association shall have the exclusive right to approve any and all signage installations within any part of the real property encompassed within the plat of the Properties, and any contractor or real estate agent on behalf of an Owner, shall submit to the Association for prior approval, proposed signs that differ from the guidelines specified in this Section. Signs not approved, which are placed anywhere within the Property, whether on private property or within Common Areas, or rights-of-way, may be promptly removed and disposed of by the Association. The absolute right of the Association to remove unauthorized signs from the premises specifically includes, but is not limited to, the Associations right to remove signs placed by real estate agencies or their representatives, including temporary reader board signs and other signage

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installations. So long as Declarant is listing any Lots for sale, Declarant shall be exempt from this provision.

11.9. **Animals.** No animals, except dogs, cats, caged birds, fish in tanks, and other small household pets, will be permitted on Lots. Dogs shall not be allowed to run at large. Leashed animals are permitted within rights-of-way. Pet owners accompanying animals are required to removal animal waste. If the number of pets attributable to any one homeowner becomes a nuisance to other homeowners, which affects the quality and enjoyment of the residential property, the Board may notify the homeowners of the complaint, request corrective action, seek enforcement of these CC&R's and or, seek enforcement of any County or Municipal ordinance violations. Excessive barking or noise complaints may be treated as nuisance complaints. All pens and enclosures must be approved by the ACC prior to construction and shall be kept clean and odor free at all times. If the investigation of the Board indicates that animals are kept in violation of this Section, the Board will give the Owner written notice of the violation. The Owner must remedy such violation within ten (10) days of receiving said notice.

11.10. **Driveways.** All driveways shall be paved with concrete, unless otherwise approved by the ACC. Asphalt driveways may be allowed for certain Lots involving longer driveways subject to an application to the ACC for such review and approval.

11.11. **Delegation of Use and Responsibilities.** Any Owner may delegate to members of their immediate family living at the residence or to tenants, and their immediate family members living in the residence, in accordance with the Bylaws of the Association, the Owner's right of enjoyment of Common Area. In the event an Owner rents or leases his property, a copy of this Declaration, as well as any rules and regulations that may be adopted by the Association, shall be made available by the Owner to the prospective renter at the time of commitment to the rental agreement. Each Owner shall also be responsible for informing guests and service personnel of the contents of this Declaration, as well as any rules and regulations that may be adopted by the Association as they may relate to appropriate community behavior. Each Owner personally, and the Owner's Lot, shall be responsible for any damages to any Common Area or to any other Association property, whether real or personal, caused by an Owner's family, guest, tenant, agent, workman, contractor or other licensee or invitee. The Association shall have a lien upon the Owner's Lot for the amount of damages, which shall be assessed or collected against the Owner or Owner's property as any other assessment.

11.12. **Landscaping Standards.** The entire front yard up to the edge of the asphalt in the adjacent right-of-way fronting any Lot within the Property shall be landscaped in accordance with plans to be reviewed by the ACC. All such landscaping must be installed and completed within one (1) year of the issuance of a certificate of occupancy for the residence erected on the Lot. For corner lots, the "front yard" shall mean the frontage on both streets, such that both street frontages and yards must be landscaped.

"Front yard" shall be defined as the Lot area extending from the front property line back to a line measured parallel with the front property line, which would coincide with the front wall of the main dwelling on the Lot, exclusive of any garage projections. The front yard landscaping shall include all of the adjacent public street right-of-way along the Lot frontage out to the edge of the asphalt paving in the public street. Each Lot Owner shall be responsible for installing and maintaining the landscaping within

COVENANTS, CONDITIONS AND RESTRICTIONS FOR HIDDEN RIDGE HOMEOWNERS' ASSOCIATION

this adjacent right-of-way.

ARTICLE XII. BUILDING RESTRICTIONS

12.1. Building Materials. The exterior of all construction on any Lot shall be designed, built, and maintained in such a manner as to blend in with the natural surroundings and landscaping within the Property. All homes and other structures, including but not limited to storage sheds, play areas, or decks, constructed on each Lot shall comply with the following provisions:

12.1.1. Materials of Construction. All structures shall be built of new materials, with the exception of "decor" items such as used brick, weathered planking, and similar items. The ACC will determine whether a used material is a "decor" item. In making this determination, the character of the Property, and whether the material would add to the attractive development of the subdivision will be considered.

12.1.2. Roofing Materials. Roofing materials shall be composition or metal standing. Asphalt composition roofing of 400 pound rating or heavier will be considered acceptable if meeting the appearance criteria. Samples of roofing materials shall be submitted to the ACC for approval prior to proceeding with replacement. The ACC will maintain a list of approved materials meeting the above criteria, which will be provided to homeowners upon request.

12.1.3. Siding and Trim. All siding and trim are to be wood or cementous fiber board (such as CertainTeed® or HardiPlank®) or alternative materials that have the appearance of wood. Vinyl siding will not be acceptable. Samples of siding materials shall be submitted to the ACC for approval prior to proceeding with replacement. The ACC will maintain a list of approved materials meeting the above criteria, which will be provided to homeowners upon request.

12.1.4. Masonry. All visible masonry shall be cultured stone, brick or stucco.

12.1.5. Exterior Colors. Exterior colors including siding, trim, eaves, and roofing must be approved by the ACC. Exterior trim, fences, doors, railings, decks, eaves, gutters, and the exterior finish of garages and other accessory buildings shall be designed, built and maintained to be compatible with the exterior of the structure they adjoin.

12.2. Maintenance of Lots During Major Renovation of Existing Residences.

12.2.1. During the period of any major renovation or modification to an existing Residence, pick up of scrap materials and other construction debris will be done daily. No dumping of any such debris or refuse shall be allowed on any Common Areas or Common Maintenance Areas within the Plat of the Property.

12.2.2. Upon completion of a major renovation or modification, the Lot Owner shall be responsible for establishing or restoring the structure and Lot to a clean presentable condition. In cases where occupancy of the residence shall be delayed beyond the planned completion date of renovation or modification, the Lot owner will be responsible for maintaining the landscaping improvements and the

COVENANTS, CONDITIONS AND RESTRICTIONS FOR HIDDEN RIDGE HOMEOWNERS' ASSOCIATION

structure itself in a clean and neat appearance, and shall be responsible for all regular landscape maintenance, watering, trimming, and upkeep to present a finished, manicured appearance of said premises from the adjacent right-of-way. In the event that the Lot Owner, or Owner's construction representative(s), fails to meet the standards set forth in this Section, the Board shall have the right to complete such clean-up activity in accordance with the provisions as set forth in Article VIII.

12.3. Construction cleanup.

12.3.1. Once the modifications of existing structures the on a specific Lot have been completed by the Owner or Owner's construction representatives, including all required landscaping improvements on site and within the adjoining rights-of-way as set forth in this Declaration, the ACC, or designated representative, shall conduct a site inspection to verify that the Owner appears to have met all Completion Standards contained in Articles XI and XII of this Declaration.

12.3.2. Each Lot Owner shall be required to clean up the Lot within ten (10) days of final inspection for major renovations of existing structures.

12.4. Permits. No structural modifications may be started on any portion of the Properties without the Owner first obtaining a building permit and other necessary permits from the proper local governmental authority.

12.5. Codes. All modifications shall conform to the requirements of The State of Washington and local building codes.

12.6. The Time of Completion. The exterior of any structures, including painting or other suitable finish and front yard landscaping shall be completed within twelve (12) months of the beginning of construction so as to present a finished appearance when viewed from any angle. The construction area shall be kept reasonably clean during the construction period.

12.7. Entry for Inspection. Any agent, officer or member of the Board or ACC may, at any reasonable predetermined hour upon twenty-four (24) hours' notice during exterior modifications, enter and inspect the structure to determine if there has been compliance with the provisions of this Declaration. The above-recited individuals shall not be deemed guilty of trespass for such entry or inspection. There is created an easement over, upon and across the residential Lots for the purpose of making and carrying out such inspections.

12.8. Prior Construction. All residences completed prior to the effective date of these Amended and Restated Covenants, Conditions and Restrictions shall be deemed to be in compliance with this Article.

**ARTICLE XIII.
UTILITIES**

13.1. Wiring. The wiring (other than interior wiring) for buildings of any kind shall be underground.

13.2. Antennas and Satellite Dishes. No radio or television antennas or satellite dishes greater than three (3) feet in diameter, or similar device shall be permitted unless approved by the ACC.

**ARTICLE XIV.
ARCHITECTURAL CONTROL**

14.1. Construction of Homes. No construction of a Home or any other structure shall occur on a Lot unless and until the approval of the ARC is first obtained pursuant to this Article. Consideration such as siting, shape, size, color, design, height, solar access, or material may be taken into account by the ARC in determining whether or not to consent to any proposed construction.

14.2. Architectural Control Committee ("ACC"). The Board shall have the authority to appoint an Architectural Control Committee as provided for by this Declaration and in the Bylaws. The ACC will manage and administer the architectural, lot configuration and plan approval provisions of this Declaration. The members to this Committee will be selected and will serve in accordance with the Bylaws.

14.3. Jurisdiction and Purpose. The ACC shall review proposed plans and specifications for residences, accessory structures, fences, walls, appurtenant recreational facilities (e.g., hot tubs, basketball courts, tennis courts, swimming pools, bath houses), or other exterior structures and/or major landscaping modifications to be placed upon the Properties. No exterior addition structural alteration or exterior structures of any kind may be made until plans and specifications showing the nature, kind, shape, height, materials, and location of the purposed structure or alterations have been submitted to and approved, in writing, by the ACC. The ACC shall also review proposals to change the exterior color of homes in the Plat. The ACC shall determine whether the exterior design and location of the proposed structure, alteration, or color change harmonizes with the (1) surrounding structures, (2) surrounding natural and built environment, and (3) aesthetic character of other homes in the Plat. The ACC will determine if a lot is maintained in accordance with this Declaration.

14.4. Address of the ACC. The address of the ACC shall be the mailing address of the Association.

14.5. Voting. ACC decisions shall be determined by a majority vote of the members of the ACC.

14.6. Submission of Plans. All plans and specifications required to be submitted to the ACC shall be submitted by mail to the address of the ACC in duplicate. The written submission shall contain the lot number, name, address and phone number of the Owner submitting the plans and specifications and the following information about the proposed structures or modification (as appropriate to the application being made):

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14.6.1. The Location of the structure upon the Lot.

14.6.2. The elevation of the structure with reference to the existing and finished Lot grades.

14.6.3. The general design.

14.6.4. The exterior finish materials and color, including roof materials.

14.6.5. Other information which may be required in order to determine whether the structure conforms to the standards articulated in this Declaration and the standards employed by the ACC in evaluating development proposals.

14.6.6. A Plot Plan shall be required, which shall include topography information if the Lot has a grade difference from one side to another of more than ten (10) feet. The Plan shall also include specific details of front and side yard landscaping improvements extending up to the edge of the street paving on the lot frontage.

14.7. Evaluating Development Proposals. The ACC shall have the authority to establish aesthetic standards for evaluating development proposals. In addition to such standards, in evaluating development proposals, the ACC shall determine whether the external design, color, building materials, appearance, height, configuration, and location on the Lot, and landscaping of the proposed structure (the "design elements") harmonize with (1) the various features of the natural and built environment, (2) the aesthetic character of the other homes in the Property, and (3) any other factors which affect the desirability or suitability of a proposed structure or alteration (collectively the "approval factors"). The ACC shall decline to approve any design in which (1) the design elements fail to harmonize with the approval factors described in the previous sentence or which fail to meet any aesthetic standards promulgated by the ACC, (2) impacts adversely on nearby Properties and Common Areas, (3) unreasonably impacts the view of adjacent or nearby Lots within the Property, or (4) is of a temporary or non-permanent nature. ACC determinations may be amended by a majority vote of ACC members.

14.8. Approval Procedures. Within fourteen (14) days after the receipt of plans and specifications, the ACC shall approve or disapprove the proposed structure. The ACC may decline to approve plans and specifications that, in its opinion, do not conform to restrictions articulated in this Declaration. In the event of disapproval, the ACC will give the homeowner the reasons for such disapproval with reference to specific restrictions, criteria or aesthetic standards not met in the plans and specifications. The ACC shall indicate its approval or disapproval on one of the copies of the plans and specifications provided by the applicant and shall return the plans and specifications to the address shown on the plans and specifications. In the event that no disapproval of such plans and specifications is given within twenty (20) days of submission, then the plans shall be deemed to be approved.

14.9. Compliance with Codes/Environmental Laws. In all cases, ultimate responsibility for satisfying all local building codes, license fees and other land use or Covenants, Conditions & Restriction requirements rests with the Owner and contractor employed by the Owner. The ACC has no responsibility for ensuring that plans and specifications, which it reviews, comply with local building codes and requirements. The Lot Owner shall hold the ACC members harmless in the event that a

COVENANTS, CONDITIONS AND RESTRICTIONS FOR HIDDEN RIDGE HOMEOWNERS' ASSOCIATION

structure that the ACC authorizes fails to comply with relevant building and zoning requirements or these covenants and restrictions contained herein. No person on the ACC, or acting on behalf of the ACC, shall be held responsible for any defect in any plans or specifications which are approved by the ACC nor shall any member of the ACC or any person acting on behalf of the ACC be held responsible for any defect in a structure which was built pursuant to plans and specifications approved by the ACC. Neither the ACC, nor any member of the ACC, nor the Association, nor anyone acting on behalf of the ACC or the Association, shall have any responsibility for compliance by Owner (or any agent, representative, guest, or invitee of Owner) with any environmental laws, regulations, or rules, including, but not limited to those relating to hazardous waste.

14.10. Variation. The ACC shall have the authority to approve plans and specifications that do not conform to these restrictions in order to (1) overcome practical difficulties or (2) prevent undue hardship from being imposed on an Owner as a result of applying these restrictions. However, such variations may only be approved in the event that the variation will not (1) detrimentally impact on the overall appearance of the development, (2) impair the attractive development of the subdivision or (3) adversely affect the character of nearby Lots. Granting such a variation shall not constitute a waiver of the restrictions articulated in this Declaration. Variations shall only be granted if the ACC determines that the variation would further the purposes and intent of these restrictions. Variations shall only be granted in extraordinary circumstances.

14.11. Enforcement. The Association, Board or a Lot Owner seeking to enforce the terms and provisions of these CC&R's also has the option of bringing suit for judicial enforcement of any determination of the ACC, or a declaratory action confirming a violation of the CC&R's has occurred. In any judicial action or appeal pursued on behalf of the Association, attorneys' fees shall be collected against the non-complying Lot Owner as set forth in this Declaration, in addition to any fees or penalties for noncompliance. In addition to the costs of removal, clean up and related costs, and attorney's fees assessed against the Owners and the property to be collected as any other assessment or lien, interest at 12% accrues from the time the Owner is notified of the lien until the time it is fully paid. If judicial action is taken to prevent enforcement, and such efforts fail, the Owner shall reimburse the Association for all costs and expenses associated with the legal action, including the Association's attorneys' fees in defending any unsuccessful counterclaims asserted by the non-complying homeowner.

14.12. Easement for Enforcement Purposes. Owners hereby grant the Association or a designated ACC of the Association, an express easement for the purposes of going upon the Lots and properties of the Owners for the purpose of removing non-complying structures erected or present in violation of the terms and conditions of this Declaration.

14.13. ACC Liability. The Association shall hold the ACC members, if acting on behalf of the Association, Board, designated ACC, harmless from any actions taken (or actions not taken) under any provision of this Declaration, included but not limited to, actions taken (or not taken) under this Declaration. By purchasing a Lot in the Association, the Owners agree that to the extent permitted by law neither the Association (nor any officer, director or representative of the Association), nor any ACC or ACC member shall have any liability to the Owners or to the Association for any actions taken, or actions not taken, while acting on behalf of and for the benefit of the Association. "Non Action" by the Board or any designated ACC or agent shall not exempt a Lot Owner from compliance or future

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compliance with any requirement or restriction contained in this Declaration.

**ARTICLE XV.
DECLARANT CONTROL**

15.1. Interim Board and Officers. Declarant hereby reserves administrative control of the Association. Declarant, in its sole discretion, shall have the right to appoint and remove members of an interim board (the "Interim Board"), which shall manage the affairs of the Association and be invested with all powers and rights of the Board until the Turnover Meeting (as hereinafter defined). The Interim Board shall consist of from one (1) to three (3) members. Notwithstanding the provision of this Section, at the Turnover Meeting, at least one (1) Director shall be elected by Owners other than Declarant, even if Declarant otherwise has voting power to elect all three (3) Directors.

15.2. Turnover Meeting. Declarant shall call a meeting for the purposes of turning over administrative control of the Association from Declarant to the Class A members within sixty (60) days of the earlier of the following dates:

15.2.1. Latest Date. Eighty percent (80%) of the Lots have been sold and conveyed by Declarant to third parties;

15.2.2. Optional Turnover. At such time as Declarant has elected in writing to terminate Class B membership.

15.3. Marketing Rights. Declarant shall have the right to maintain a sales office and model on one or more of the Lots which Declarant owns. Declarant and prospective purchasers and their agents shall have the right to use and occupy the sales office and models during reasonable hours any day of the week. Declarant may maintain a reasonable number of "For Sale" signs at reasonable locations on the Property, including, without limitation, on the Common Area.

15.4. Control of ARC. Declarant shall have the right, but not the obligation, to control all aspects of the ARC until such time as the Association is turned over as provided in this Article.

**ARTICLE XVI.
GENERAL PROVISIONS**

16.1. Covenants Running with the Land. These covenants are to run with the land and be binding on all parties and persons claiming under them for a period of thirty (30) years from the date these covenants are recorded, after which time the covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by a majority of the individuals then owning Lots has been recorded which reflects their intent to amend, or remove the covenants in whole or in part. These covenants will replace and supersede any prior covenants in effect. The effective date for these revised covenants is the date when this document is signed by the Declarant; which owns a minimum of 75% of the existing Lots.

16.2. Amendment. The covenants and restrictions articulated in this Declaration shall run with the land

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and bind the land for a term of thirty (30) years from the date that this Declaration is recorded. After 30 years have expired, the covenants shall be automatically extended in accordance with the provisions set forth in Section 1 of this Article. This Declaration may be amended if the Owners of at least two-thirds (2/3) of the Lot Owners vote to amend particular provisions of this instrument then in affect (including any prior amendments). All amendments must be filed with the office of the Skamania County Auditor.

16.3. Insurance. The Association shall have no obligation to obtain any insurance on the Lots or the structures located on the Lots except as expressly provided herein.

16.4. Enforcement. The Association, the Board, or any Owner shall have the right to enforce, by any legal proceeding, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. If an Owner seeks enforcement action against another Owner without Association or Board approval, the Association and Board have no obligation to reimburse that Owner for costs and expenses incurred in the enforcement action.

16.5. Attorneys' Fees. In the event that it is necessary to seek the services of any attorney in order to enforce any (1) provision of this Declaration, or (2) lien created pursuant to the authority of this Declaration, the individual against whom enforcement is sought shall be personally obligated to pay any attorneys' fees incurred. If the Owner fails to pay such fees within thirty (30) days, such fees shall become a lien against the Owner's Lot. In any legal action commenced in order to enforce the provisions of this Declaration, the prevailing party shall be entitled to recover all reasonable attorneys' fees and expert witness fees incurred in order to enforce the provisions of this Declaration. The prevailing party shall also be entitled to recover all costs.

16.6. Liens for Other Charges. This Section shall apply to all fees, charges, penalties, interest, costs, attorney's fees and other amounts assessed against an Owner or the Owner's Lot (the "other charges"). Unless otherwise provided in this Declaration, the other charges shall be a personal obligation of the Owner, and also a lien against the Owner's Lot(s) identical to the lien of the regular assessments. The liens upon Lots for other charges may be recorded, collected and foreclosed in the same manner as liens for regular assessments, with the costs (including reasonable attorney's fee) of collection or foreclosure, or both, to be additional "other charges" for which the Owner shall be personally liable and which shall be a lien on the Owner's Lot enforceable as provided in this Section.

16.7. Interest. All assessments, penalties, liens, fines, and other charges shall bear interest, if not paid when due, at the rate of (12%) per annum until paid in full. The interest shall accrue from the due date.

16.8. Successors and Assigns. The covenants, restrictions and conditions articulated in this Declaration shall run with the land and shall accordingly be binding on all successors and assigns.

16.9. Severability. The invalidity of any one or more phases, clauses, sentences, paragraphs or sections hereon shall not affect the remaining portions of this Declaration or any part thereof. In the event that one or more of the phases, clauses, sentences, paragraphs or sections contained herein should be invalid, this Declaration shall be construed as if the invalid phrase, clause, sentence paragraph or section had not been inserted.

COVENANTS, CONDITIONS AND RESTRICTIONS FOR HIDDEN RIDGE HOMEOWNERS' ASSOCIATION

16.10. Rule Against Perpetuities. In the event that any provision or provisions of this Declaration violate the rule against perpetuities, such provision or provisions shall be construed as being void and of no effect as of twenty-one (21) years after the death of the last surviving member of the Board appointed by the Association, at the time these covenants are adopted. All such provisions shall be given full effect until the particular provisions become void under this Section.

IN WITNESS WHEREOF Declarant has executed this instruments this this _____ day of April, 2018.

Chad Botkin

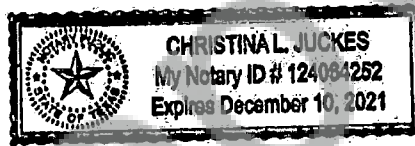
Chad Botkin, Authorized Representative
Lamplight Capital and Asset Management, LLC/Declarant

STATE OF Texas
COUNTY OF Harris

I certify I know or have satisfactory evidence Chad Botkin signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the Authorized Representative of Lamplight Capital and Asset Management, LLC to be the free and voluntary act of such part for the uses and purposes mentioned in the instrument.

Christina L. Jukes

NOTARY PUBLIC
RESIDING AT Houston, TX
My Commission Expires: 12-10-2021



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COVENANTS, CONDITIONS AND RESTRICTIONS FOR HIDDEN RIDGE HOMEOWNERS' ASSOCIATION

EXHIBIT 'A'
LEGAL DESCRIPTION

PARCEL I

A tract of land in the Southeast Quarter of Section 35, Township 3 North, Range 7 East of the Willamette Meridian, in the County of Skamania, State of Washington described as follows:

Lots 1 – 34 of the Hidden Ridge Survey recorded in Auditor File No. 2018000254, Skamania County Records.

PARCEL II

A tract of land in Section 35, Township 3 North, Range 7 East of the Willamette Meridian, in the County of Skamania, State of Washington, described as follows:

Lots 1, 2 & 3 of the Morning Wood Short Plat, recorded in Auditor File No. 2005159291, Skamania County Records.

PARCEL III

A tract of land in Section 35, Township 3 North, Range 7 East of the Willamette Meridian, in the County of Skamania, State of Washington, described as follows:

Lots 1, 2, 3, & 4 of the Osprey Ridge Short Plat, recorded in Auditor File No. 2005159290, Skamania County Records.

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April 11, 2018

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EXHIBIT B

**BYLAWS OF
STEVENSON HIDDEN RIDGE HOMEOWNERS' ASSOCIATION**

**ARTICLE I
NAME AND LOCATION**

The name of the Association is the Stevenson Hidden Ridge Homeowners' Association, hereinafter referred to as the "Association." The initial registered office of the Association shall be located in Stevenson, Washington, but meetings of Members and Directors may be held at such places within the State of Washington as may be designated by the Board of Directors.

**ARTICLE II
DEFINITIONS**

2.1 "Association"

"Association" shall have the meaning given in the introductory paragraph to these Bylaws.

2.2 "Board"

"Board" shall mean the Board of Directors of the Stevenson Hidden Ridge Homeowners' Association at constituted in accordance with Article V of these Bylaws.

2.3 "Building Structure"

"Building Structure" shall mean a single family building constructed and located on Lots.

2.4 "Declarant"

"Declarant" shall mean Lamplight Capital & Asset Management, LLC, its successors and assigns who are designated as such in writing by Declarant, and who consent in writing to assume the duties and obligations of Declarant with respect to the Lots acquired by each successor or assign.

2.5 "Declaration"

"Declaration" shall mean and refer to the Amended and Restated Declaration of Protective Covenants, Conditions, and Restrictions for Stevenson Hidden Ridge, and any amendments or supplements thereto made in accordance with its terms.

2.6 "Directors"

"Directors" shall mean the Board of Directors of the Association.

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2.7 "Lot"

"Lot" shall mean and refer to any of the plots of land indicated upon the recorded subdivision map of the Property or any part thereof creating single-family home sites, with the exception of the Common Area, Tract and areas deeded to a governmental authority or utility, together with all improvements thereon.

2.8 "Officer"

"Officer" shall mean an officer of the Association as described in and elected in accordance with Article X of these Bylaws.

2.9 "Member"

"Member" or "Members" shall mean the Declarant and every record owner, whether one (1) or more persons or entities, of fee simple title to any Lot, including contract sellers, but excluding those having an interest merely as security for the performance of an obligation.

2.10 "Plat"

"Plat" shall mean and refer collectively to the Osprey Ridge Short Plat recorded under Skamania County Auditor's File No. 2005159290; the Morning Wood Short Plat recorded under Skamania County Auditor's File No. 2005159291; and the Hidden Ridge Subdivision survey recorded under Skamania County Auditor's File No. 2018000254.

2.11 "Property"

"Property" shall mean the real property described in Exhibit A to the Declaration and such additions thereto as may be brought within the jurisdiction of the Association and be made subject to the Declaration.

2.12 Other Terms

Capitalized terms used herein without definition shall have the respective meanings given to them in the Declaration.

**ARTICLE III
MEMBERSHIP AND VOTING RIGHTS**

3.1 Membership

The Declarant and every Member of a Lot by virtue of being an Owner of a Lot shall be a Member of the Association. Membership shall be appurtenant to and shall not be separated from ownership of any Lot. Such membership shall commence, exist, and continue simply by virtue of such ownership, and need not

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be confirmed or evidenced by any certificate or acceptance of membership.

3.2 Suspension

All voting rights of a Member shall be suspended during any period in which such Member is delinquent in the payment of an assessment duly established pursuant to the Declaration or is otherwise in default hereunder or under the Declaration or any rules and regulations of the Association. The Board may also suspend the Member's right to use of any of the Common Area during such period of default.

3.3 Voting Rights

The Association shall have two (2) classes of voting membership:

A. Class A

Class A Members shall be all Owners with the exception of Declarant (except that beginning on the date on which Class B membership is converted to Class A membership, and thereafter, Class A Members shall be all Owners, including Declarant) and shall be entitled to one (1) vote for each Lot owned. When more than one (1) person holds an interest in any Lot, all such persons shall be Members, but the vote for such Lot shall be exercised as they among themselves determine, and in no event shall more than one (1) vote be cast with respect to any Lot. If the co-Owners of a Lot cannot agree upon the vote, the vote of the Lot shall be disregarded in determining the proportion of votes with respect to the particular matter at issue.

B. Class B

The Class B Member shall be the Declarant, who shall be entitled to three (3) votes for each Lot it owns. The Class B membership shall cease and be converted to Class A membership upon the sale by Declarant of a Lot to a non-controlled entity or person.

ARTICLE IV PROPERTY RIGHTS: RIGHTS OF ENJOYMENT

4.1 Use and Enjoyment

Subject to any easements affecting a Member's Lot, each Member shall be entitled to the exclusive use and enjoyment of such Member's Lot and to the non-exclusive use and enjoyment of the Common Areas as provided in the Declaration and any public rights of way located on or adjacent to the Property.

**ARTICLE V
BOARD OF DIRECTORS; ELECTION; TERM OF OFFICE**

5.1 Number and Qualification

The affairs of the Association shall be managed by a Board consisting of three (3) Directors. So long as the Declarant owns any Lot, the Declarant shall be entitled to appoint a Director to the Board; who need not be a Member of the Association. If a Lot is owned by more than one (1) Owner, only one (1) Owner of that Lot may serve on the Board at any time.

5.2 Election of Directors

The Members shall elect one (1) Director for a term of one (1) year, one (1) Director for a term of two (2) years, and one (1) Director for a term of three (3) years, with each Member entitled to the votes specified in Article III above. Thereafter, at each annual meeting of the Association, the Members shall elect a number of Directors equal to the number whose terms are then expiring, each to serve a term of two (2) years. Any Director may serve more than one (1) term.

5.3 Term of Office

The Directors elected at any meeting held for the purpose of election of Officers, except to replace an Officer who leaves his or her position prior to the expiration of his or her term, shall assume all of the duties of office at the meeting at which he or she is elected, at which time the resignation of the Directors in office prior to such meeting shall become effective, and they shall have no further powers as Officers.

5.4 Removal

Any Director, other than a Director appointed by Declarant, may be removed, with or without cause, by the affirmative majority vote of the Members present and entitled to vote at any meeting of the Members at which a quorum is present. No removal of a Director is effective unless the matter of removal was included in the notice of the meeting. At such meeting, the Members shall elect a replacement Director to serve the remainder of the replaced Director's term.

5.5 Resignation

Any Director may resign at any time by sending a written notice of such resignation to the secretary. Unless otherwise specified in such notice, a resignation shall take effect upon receipt of the notice by the secretary.

5.6 Vacancies

Vacancies on the Board caused by the death, resignation, or removal of a Director shall be filled by vote of the majority of the remaining Directors, even if they constitute less than a quorum. Any Director so elected shall serve the remainder of the replaced Director's term.

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5.7 Compensation

No Director shall receive compensation for any service he or she may render to the Association. However, any Director may be reimbursed for his or her actual expenses reasonably incurred in the performance of his or her duties.

ARTICLE VI MEETINGS OF BOARD

6.1 Initial Meeting

The initial meeting of the Board shall occur within ninety (90) days after the date the Articles of Incorporation for the Association are filed and shall be called in accordance with the terms of Section 6.5.

6.2 Regular Meetings

Regular meetings of the Board may be held at such time and place as shall be determined, from time to time, by a majority of the Directors. Notice of regular meetings shall be sent to each Director pursuant to the terms of Section 6.5.

6.3 Special Meetings

Special meetings of the Board may be called at any time by the president or a majority of the Directors. Special meetings of the Board may be called on at least three (3) days' notice to each Director given pursuant to the terms of Section 6.5.

6.4 Place of Meetings

Meetings of the Board shall be held at such place within Skamania County, Washington, as may be designated from time to time by a majority of the Board.

6.5 Notice of Meetings

The secretary shall give written notice to each Director of each Board meeting at least three (3) but not more than thirty (30) days prior to the date set for such meeting, stating the purpose, time, and place of the meeting. Notice shall be sent to the address of each Director as listed on the books of the Association, or to such other address as any Director may designate by written notice to the secretary given at least ten (10) days prior to the giving of notice of the meeting. Notice of any meeting may be waived by any Director at any time. No Director who is present at a meeting may object to the adequacy or timeliness of the notice given.

6.6 Adjournment

When a meeting is adjourned for fewer than thirty (30) days, whether or not a quorum is present at the adjourned meeting, no notice of the resumption or reconvening of such adjourned meeting need be given

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other than by announcement at the meeting at which such adjournment takes place.

6.7 Board Meetings Open to All Members

Except of executive sessions, all meetings of the Board shall be open to all Members, provided that no Member shall have the right to participate in the Board's meeting unless such Member is also a member of the Board. The president shall have the right to exclude any Member who disrupts the proceedings at a meeting of the Board. At the discretion of the Board, the following matters may be considered in executive session:

- (a) consultation with legal counsel concerning rights and duties of the Association regarding existing or potential litigation or criminal matters;
- (b) personnel matters, including salary negotiations and employee discipline;
- (c) negotiations of contracts with third parties;
- (d) collection of assessments; and
- (e) for any other purpose permitted by Washington law.

Except in emergencies, the Board shall vote in an open meeting whether to meet in executive session. If the Board votes to meet in executive session, the president shall state the general nature of the action to be considered and when and under what circumstances the deliberations can be disclosed to Members. The statement, motion, or decision to meet in executive session must be included in the minutes of the meeting. A contract or action considered in executive session does not become effective unless the Board, following the executive session, reconvenes in an open meeting and votes on the contract or action, which must be reasonably identified in the open meeting and included in the minutes.

6.8 Notice to Association Members of Board Meetings

For other than emergency meetings, notice of Board meetings shall be mailed to all Members, at the last address for each Member in the records of the Association, not less than ten (10) days before the meeting; posted at a place or places on the Property at least three (3) days prior to the meeting; or provided by a method otherwise reasonably calculated to inform Members of the meeting.

6.9 Emergency Meetings

Emergency meetings may be held without notice, if the reason for the emergency is stated in the minutes of the meeting. Only emergency meetings of the Board may be conducted by telephonic communication or by the use of a means of communication permitted by Washington law.

6.10 Voting by the Board

Each Director shall have one (1) vote. All voting rights of a Director shall be suspended during any period

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in which the Director is delinquent in the payment of any amount duly established pursuant to the Declaration or is otherwise in default under the Declaration or any rules and regulations of the Association. So long as a quorum is constituted, the vote of Directors together holding more than fifty percent (50%) of the total votes shall be a binding vote of the Board for all purposes, unless a greater percentage is required by law or the Declaration.

6.11 Quorum

The presence in person of a majority of the Directors shall constitute a quorum for voting at a Board meeting. The Board shall have the power to adjourn a meeting even if less than a quorum is present.

ARTICLE VII POWERS AND DUTIES OF THE BOARD OF DIRECTORS

7.1 Powers

The Board, on behalf of the Association for the benefit of the Owners, shall have the following general powers and duties, in addition to the specific powers provided in the Articles of Incorporation and the Bylaws and the powers of a nonprofit corporation pursuant to the Washington Nonprofit Corporation Act:

- (a) To adopt and publish rules and regulations governing the use of the Lots and Common Areas and facilities, and the personal conduct of the Members and their guests thereon, and to establish penalties for the infraction thereof;
- (b) To declare the office of a Director to be vacant in the event such Director shall be absent from three (3) consecutive regular meetings of the Board without just cause having been furnished to and accepted by the Board;
- (c) To establish, and disburse and maintain such petty cash fund as necessary for efficiently carrying on the business of the Association;
- (d) To engage the services of a manager, an independent contractor, or such employees as it deems necessary, and to prescribe the conditions, compensation and duties of their work. Such power shall include authority to enter into management agreements with other parties to manage, operate or perform all or any part of the affairs and business of the Association;
- (e) To execute all declarations of ownership for tax assessment purposes with regard to the Common Area, if any, on behalf of all Owners;
- (f) To borrow funds to pay costs of operation secured by assignment or pledge of rights against delinquent Owners if the Board sees fit;
- (g) To enter into contracts, maintain one (1) or more bank accounts, and generally to have all the power necessary or incidental to the operation and management of the Association;
- (h) To protect or defend the Common Area from loss or damage by suit or otherwise and to provide

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adequate reserves for replacements;

(i) To adjust the amount, collect and use any insurance proceeds to repair damage or replace lost property, and if proceeds are insufficient to repair damage or replace lost property, to assess the Owners in proportionate amounts to cover the deficiency;

(j) To enforce the provisions of any rules made hereunder and to enjoin and seek damages from any Owner for violation of such provisions or rules;

(k) To collect all assessments and enforce all penalties for non-payment including the filing of liens and institution of legal proceedings; and

(l) To exercise any additional or different powers necessary or desirable for the purpose of carrying out the functions of the Association pursuant to the Declaration or otherwise promoting the general benefit of the Members within the Property.

7.2 Duties

It shall be the duty of the Board:

(a) To cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the Members at the annual meeting of the Members or at any special meeting, when such statement is requested in writing by one-fourth (1/4) of the votes of the Members who are entitled to vote;

(b) To supervise all Officers, agents and employees of this Association, and to see that their duties are properly performed;

(c) To establish membership fees or assessments and to assess Members for the same, in accordance with the Declaration and these Bylaws;

(d) To procure and maintain adequate liability and hazard insurance on property owned by the Association as described in Article XIII and, if deemed appropriate, insurance on the behalf of any Director, Officer, employee, or agent of the Association against any liability asserted against him or her and incurred by him or her in any such capacity or arising out of his or her status as such;

(e) To cause all Officers, employees or agents, having fiscal responsibility to be bonded, as it may deem appropriate;

(f) To cause the Common Area to be maintained; to maintain a current mailing list of the Association; and

(g) To adopt annually a budget for the Association to manage and operate Stevenson Hidden Ridge. Within thirty (30) days after adopting the annual budget, the Board shall provide a summary to all Owners. If the Board fails to adopt a budget, the last adopted budget shall continue in effect.

(h) To perform all duties of the Association and the Board as set forth in the Declaration, Articles of

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Incorporation, or these Bylaws.

(i) In performing its duties, the Board shall be governed by all applicable Washington laws and statutes.

ARTICLE IX MEETINGS OF MEMBERS

9.1 Annual Meetings

The Association shall hold an annual meeting of the Members each year within one (1) year from the date of incorporation of the Association and for the election of new members to the Board to replace those Directors whose terms have expired and the transaction of any business within the powers of the Association. Such annual meeting shall be held at a time to be designated by the Board from time to time, provided the meeting is held annually. Notice of the annual meeting shall be sent in accordance with the terms of Section 9.3 below. Annual meetings may not be conducted by written ballot.

9.2 Special Meetings

Special meetings of the Members may be called at any time by the president or by a majority of the Board, or upon written request of the Members who are entitled to cast twenty percent (20%) of the votes of the Association. Business transacted at a special meeting shall be restricted to the purposes set forth in the notice thereof.

9.3 Notice of Meetings

Except as otherwise provided in the Articles of Incorporation, or these Bylaws, written notice of each meeting of the Members shall be given by, or at the direction of, the secretary or person authorized to call the meeting, by mailing a copy of such notice, postage prepaid, at least ten (10) days before such meeting, but no more than fifty (50) days before such meeting, to each Member addressed to the Member's address last appearing on the books of the Association, or supplied by such Member to the Association for the purpose of notice. Such notice shall specify the place, day and hour of the meeting and the items on the agenda, including the general nature of any proposed amendment to the Declaration or these Bylaws, any budget changes, or any proposal to remove a Director or Officer. Notice of any such meeting may be waived by any Member at any time. No Member who is present at a meeting may object to the adequacy or timeliness of the notice given.

9.4 Quorum

The presence at the meeting of Members entitled to cast, or of proxies entitled to cast, twenty percent (20%) of the votes of the Association shall constitute a quorum for any action, unless a greater percentage is required elsewhere in the Declaration or these Bylaws.

9.5 Adjournment of Meetings

If any meeting of the Members does not constitute a quorum, the Members who are present, either in person or by proxy, may adjourn the meeting to a time not less than forty-eight (48) hours or more than ten (10) days from the time of the original meeting. The adjournment provisions of this Section do not apply to actions proposed to be taken by written ballot.

9.6 Proxies

At all meetings of Members, each Member may vote in person or by proxy. All proxies shall be in writing and filed with the secretary before or during the meeting. A proxy shall expire one (1) year after the date it was signed unless a shorter period is specified in the proxy. The proxies may require the holder to cast a vote for or against any special proposal set out in the notice calling the meeting. Unless withdrawn, a proxy given to another person to vote at a specific meeting shall also be valid at an adjourned meeting called under the provisions of Section 9.5. The Association must retain proxies and ballots for one year from the date of the determination of the vote.

9.7 Majority Vote; Withdrawal of Quorum

When a quorum is present at any meeting of the Members, the vote of the holders of a majority of the votes, present in person or represented by proxy, shall decide any question brought before such meeting unless the question is one upon which by express provision of the statutes, the Articles of Incorporation or these Bylaws, a different vote is required, in which case such express provision shall govern and control the deciding of such question. The Members present at a duly organized meeting may continue to transact business until adjournment, notwithstanding the withdrawal of enough Members to leave less than a quorum.

9.8 Ballot Voting

Unless prohibited or limited by the Articles of Incorporation, any action that may be taken at any annual or special meeting of the owners may be taken without a meeting if the Association delivers a written ballot to every owner entitled to vote on the matter as provided in ORS 94.647. Such ballot shall set forth each proposed action and provide an opportunity to vote for or against each proposed action. A proposed action shall be deemed to be approved by written ballot when the number of votes cast by ballot equals or exceeds any quorum required to be present at a meeting authorizing the action, and the number of approvals equals or exceeds the number of votes that would be required to approve the matter at a meeting at which the total number of votes cast was the same as the number of votes cast by ballot. The Board must provide owners with at least ten (10) days' notice before written ballots are mailed or otherwise delivered. If, at least three (3) days before written ballots are scheduled to be mailed or otherwise distributed, at least ten percent (10%) of the owners petition the Board requesting secrecy procedures, a written ballot must be accompanied by a secrecy envelope, a return identification envelope to be signed by the owner and instructions for making and returning the ballot. Written ballots that are returned in secrecy envelopes may not be examined or counted before the deadline for returning ballots has passed.

**ARTICLE X
OFFICERS AND THEIR DUTIES**

10.1 Enumeration of Officers

The Officers shall be a president and vice-president, who shall at all times be Directors, a secretary, and a treasurer, and such other Officers as the Board may from time to time by resolution create.

10.2 Election of Officers

The Officers shall be elected by the Board and shall hold office at the pleasure of the Board and until their successors are elected and qualified. If any office becomes vacant, the Board shall elect a successor to fulfill the unexpired term at a special meeting of the Board called for such purpose.

10.3 Term

The Officers shall be elected by the Board and shall hold office for two (2) years unless an Officer shall sooner resign, or shall be removed, or otherwise disqualified to serve.

10.4 Special Appointments

The Board may elect such other Officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board may, from time to time, determine.

10.5 Resignation and Removal

Any Officer may be removed from office with or without cause by the Board and a successor may be elected at a special meeting of the Board called for such purpose. Any Officer may resign at any time by giving notice to the Board, the president or the secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein; the acceptance of such resignation shall not be necessary to make it effective.

10.6 Vacancies

A vacancy in any office may be filled by election at a special meeting of the Board called for such purpose. The Officer elected to such vacancy shall serve for the remainder of the term of the Officer he or she replaces.

10.7 Multiple Offices

The offices of secretary and treasurer may be held by the same person. No person shall simultaneously hold more than one of any of the other offices except in the case of special offices created pursuant to Section 10.4.

10.8 Duties

The duties of the Officers are as follows:

President

(a) The president shall be a Director and shall preside at all meetings of the Board, shall see that orders and resolutions of the Board are carried out, shall sign all leases, mortgages, deeds, and other written instruments and shall co-sign (together with either the vice-president or treasurer) all checks in an amount over \$5,000, payment vouchers, and promissory notes of the Association.

Vice-President

(b) The vice-president shall act in the place and stead of the president in his or her absence or inability or refusal to act, shall co-sign (together with either the president or treasurer) all checks in an amount over \$5,000, payment vouchers, and promissory notes of the Association and shall exercise and discharge such other duties as may be required of him or her by the Board.

Secretary

(c) The secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the Members, keep the corporate seal of the Association and affix it on all papers requiring said seal, serve notice of meetings of the Board and of the Members, keep appropriate current records showing the Members together with their addresses, and shall perform such other duties as required by the Board.

Treasurer

(d) The treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board, shall co-sign (together with either the president or vice-president) all checks in an amount over \$5,000, payment vouchers, and promissory notes of the Association, keep proper books of account, cause an annual audit of the Association books to be made by a certified public accountant at the completion of each fiscal year in accordance with Section 12.5, and shall prepare an annual budget and a statement of income and expenditures to be adopted by the Board and presented to the membership at its regular annual meeting and deliver a copy of each to the Members within thirty (30) days after adoption by the Board.

The officers may delegate the signing of checks in an amount less than \$5,000 each to a professional property manager, if the Association has a contract with such property manager for professional management of the Association.

10.9 Compensation

Other than reimbursement of out-of-pocket expenses incurred on behalf of the Association, neither the president, nor the treasurer, nor the secretary, nor the vice-president, nor any other officer shall receive

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any compensation from the Association for acting as an Officer, unless such compensation is authorized by the Board.

10.10 Suspension of Powers and Duties

All powers and duties of an Officer shall be suspended during any period in which that Officer is delinquent in the payment of any amount duly established pursuant to the Declaration or is otherwise in default under the Declaration or any rules and regulations of the Association.

ARTICLE XI ASSESSMENTS

11.1 General

The Association may levy, collect and enforce the payment of annual, special and other assessments and charges provided for in the applicable Declaration or these Bylaws in accordance with the terms of the applicable Declaration.

11.2 Budget

The Board shall annually prepare and approve the budget for the Association and distribute a copy or summary thereof to each Member, together with a statement of the annual assessments to be levied against each Lot, within thirty (30) days after adoption of the budget.

11.3 No Reimbursement to Declarant

The proceeds of annual assessments shall not be used to reimburse Declarant for any capital expenditures incurred in construction or other improvements of common facilities, if any, nor for the operation or maintenance of such facilities incurred before conveyance to the Association.

ARTICLE XII BOOKS AND RECORDS

12.1 Books and Records

The books, records and papers of the Association required to be maintained by the Act (except for those items which are exempt from disclosure under Washington law) shall at all times, during reasonable business hours, be subject to inspection by any Member. The Articles of Incorporation and the Bylaws of the Association shall be available for inspection by any members at the principal office of the Association, where copies may be purchased at reasonable cost.

12.2 Financial Records

The Association shall keep correct and complete books and records of account and shall also keep minutes of the proceedings of the Board and committees having any of the authority of the Board and shall keep at

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its registered or principal office a record giving the names and addresses of the Directors. All books and records of the Association may be inspected by any Director, or his or her agent or attorney, for any proper purpose at any reasonable time.

12.3 Audited Financial Statements

The Board may appoint an independent certified public accountant licensed in the State of Washington as auditor, who shall not be an Officer or own any interest in any Lot, to audit the books and financial records of the Association within one hundred eighty (180) days after the end of the fiscal year. Within ninety (90) days after the end of each fiscal year, the Board shall distribute to each Member and, upon request, any mortgagee of a Lot a copy of the annual financial statement of the Association, consisting of a balance sheet and income and expense statement for the preceding fiscal year. If the annual assessments exceed \$75,000 for the year, then the Board of Directors shall cause such financial statements to be audited within 180 days after the end of the fiscal year by an independent certified public accountant licensed in Washington in accordance with the Statements on Standards for Accounting and Review Services issued by the American Institute of Certified Public Accountants, or if the annual assessments are \$75,000 or less, shall cause such review within 180 days after receipt of a petition requesting such review signed by at least a majority of Members. The Board of Directors need not cause such an audit or review to be performed if so directed by an affirmative vote of at least 60% of the Owners, not including votes of Declarant with respect to Lots owned by Declarant.

The Association shall make available to Members and to holders, insurers or guarantors of any mortgage on a Lot, for their inspection and copying, upon request, during normal business hours or under other reasonable circumstances, current copies of: (i) the Declaration, Articles of Incorporation, Bylaws, and rules concerning the Property, (ii) the Association's most recent financial statement, (iii) the current operating budget of the Association, and (iv) all other records of the Association. Upon written request of a prospective purchaser of a Lot, the Association shall make available for examination and duplication during reasonable hours the documents and items described in items (i) through (iii) in the preceding sentence.

The Association may charge a reasonable fee for furnishing copies of any documents, information, or records described in this Section 12.3.

12.4 Tax Returns

The Board shall cause to be filed the necessary income tax returns for the Association.

12.5 Fiscal Year

The Fiscal Year of the Association shall begin on the first day of January and end on the 31st day of December of every year, except that the first fiscal year shall begin on the date of incorporation of the Association.

12.6 Notice of Outstanding Assessments

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The Association shall provide, within ten (10) business days of receipt of a written request from an Owner, a written statement that provides (i) the amount of assessments due from the Owner and unpaid at the time the request was received, such as regular and special assessments, fines, accrued interest, late payment charges and other charges, (ii) the percentage rate at which interest accrues on unpaid assessments and (iii) the percentage rate or fixed charge for late payments. The Association need not provide the amount of assessments due as provided in (i) if the Association has commenced litigation by filing a complaint against the Owner and (ii) the litigation is pending when the statement would otherwise be due.

ARTICLE XIII INSURANCE

13.1 Association Insurance Coverage.

The Board may obtain and maintain at all times as a common expense the insurance required by Washington law and such additional insurance that the Board deems advisable, which shall include but not be limited to the following:

(a) Fire and Extended Coverage Insurance.

The Board may obtain and maintain at all times a policy or policies of property insurance covering fire and other risks covered under special form "all-risk" coverage in an amount as near as practicable to the full insurable replacement value (without deduction for depreciation) of (i) all Building Structures (excluding fixtures and other matters required to be insured by an Owner pursuant to Section 13.2) and (ii) all insurable improvements in the Common Areas, exclusive of land, foundation, excavation and other items normally excluded from coverage or such other property insurance as the Board reasonably determines will provide substantially equal or greater protection, insuring the Owners and their mortgagees, as their interests may appear. The Board shall be named as the insured in such policy or policies and, as trustee for the benefit of Owners and mortgagees as their interests may appear. All such policies shall contain the standard mortgage clause or equivalent endorsement. The Board shall cause certificates of insurance to be issued to each Owner upon request. If such insurance is maintained by other than the Board, then the Board shall monitor the insurance for sufficiency. The insurance policy described in this Section shall provide that the policy is primary in the event an Owner has other insurance covering the same loss. All insurance shall be obtained from an insurance carrier rated A- (and rated as in Class IX or better financial condition) by Best's Insurance Reports or equivalent rating service, and licensed to do business in the State of Washington.

(b) Commercial General Liability Insurance.

The Board may obtain and at all times maintain commercial general liability insurance insuring the Association, the Board, the Declarant, all Owners and its managing agent against liability to the public or to individual Owners. Such insurance shall include liability for water damage, liability for damage to property of others, contractual liability, non-owned automobile liability, and liability for maintenance or use of the Common Maintenance Area.

The liability under which insurance must be determined by the Board after consultation with insurance

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consultants, but not less than One Million Dollars (\$1,000,000) covering all claims for personal injury and/or property damage arising out of a single occurrence (such policy limits to be reviewed at least annually by the Board and increased in its discretion).

(c) Worker's Compensation Insurance.

The Board may obtain and maintain at all times a policy or policies of worker's compensation insurance to the extent required by applicable laws.

(d) Fidelity Bonds.

The Board may obtain and maintain at all times adequate fidelity bonds covering the members of the Board and all other officers, Directors and employees of the Association handling or responsible for funds of or administered by the Association.

If a management agent has the responsibility for handling or administering funds of the Association, the management agent will be required to maintain fidelity bond coverage for its officers, employees and agents responsible for such funds. In no event may the aggregate amount of such bonds be less than a sum equal to three (3) months aggregate assessments on all Units plus Reserve Funds. The bonds shall contain waivers by the issuers of the bonds of all defenses based upon the exclusion of persons serving without compensation from the definition of "employees" or similar terms or expressions.

(e) Insurance Against Loss.

The Board may obtain and maintain at all times insurance against loss of or to personal property of the Association by fire, theft, and other causes, with deductible provisions as the Board deems reasonably advisable.

(f) Other Insurance.

The Board may maintain such other insurance as the Board deems advisable; provided, that notwithstanding any other provisions herein, the Association shall continuously maintain in effect such casualty, flood, and liability insurance and a fidelity bond meeting the insurance and fidelity bond requirements for condominium projects established by the Federal National Mortgage Association, Government National Mortgage Association, Federal Home Loan Mortgage Corporation, Federal Housing Authority, Veterans Administration, or other governmental or quasi-governmental agency involved in the secondary mortgage market, so long as such agency is a mortgagee, an insurer or guarantor of a mortgage, or owner of a Lot, except to the extent such coverage is not available or has been waived in writing by such agency.

13.2 Owner's Insurance Coverage.

It is acknowledged the foregoing provisions specify only the insurance the Association may obtain and maintain and that the following insurance shall be obtained and maintained by each Owner as specified:

- (a) Each Owner at his/her own expense shall maintain adequate casualty insurance covering such

COVENANTS, CONDITIONS AND RESTRICTIONS FOR HIDDEN RIDGE HOMEOWNERS' ASSOCIATION

Owner's furnishings, appliances, fixtures (including, but not limited to, all cabinets; countertops; floor and wall coverings; and electrical and plumbing fixtures), equipment, decorating and personal property and chattels of the Owner contained within his Unit, and his personal property and chattels stored elsewhere on the Property, including his automobile or automobiles, and for loss of use and occupancy of his Unit in the event of damage. Any such policy or policies of insurance shall contain waivers of subrogation against Declarant, the Association, its manager, agents, employees and servants, and against the other Owners and any members of their households, except for vehicle impact, arson and fraud.

(b) Public liability insurance in the amount reasonably set by the Board of Directors no more often than every three (3) years with respect to a Unit, covering any liability of any Owner to the extent not covered by any public liability and property damage insurance obtained and maintained by the Association.

(c) Each Owner shall file a copy of such individual policy or policies with the Board within thirty (30) days after purchase of such insurance, and the Board must immediately review its effect with the Board's insurance broker, agent, or carrier.

13.3 Insurance Proceeds.

Insurance proceeds for damage or destruction to any part of the Building Structures or Common Areas shall be paid to the Board on behalf of the Association, which must segregate such proceeds from other funds of the Association for use and payment as provided in the Bylaws and Declaration. The Association, acting through its Board, has the sole authority to purchase and maintain appropriate insurance (including the collection and disposition of the proceeds thereof, the negotiation of losses and execution of releases of liability, the execution of all necessary documents and the performance of all other acts necessary to accomplish such purpose) as attorney-in-fact of all Owners, and any insurer may accept a release and discharge of liability made by the Board on behalf of the named insureds under the policy. The Board's authority to act as attorney-in-fact of the Owners for such purpose is coupled with an interest and is irrevocable.

13.4 Mandatory Provisions.

All insurance policies and fidelity bonds in this Article shall contain the following provisions:

- (a) The recognition of any insurance trust agreement;
- (b) A waiver of subrogation by the insurer as to any and all claims against the Association and any Owner, or their respective agents, employees, or tenants, and of any defenses based upon co-insurance or upon invalidity arising from the acts of the insured;
- (c) Confirmation that the insurance is not prejudiced by any act or neglect of individual Owner which is not in the control of such Owners collectively;
- (d) The policies and bonds may not be cancelled without at least ten (10) days' prior written notice to the Association; and

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(e) A provision that any policy of the Association cannot be canceled, invalidated, or suspended on account of the conduct of any officer or employee of the Board or the manager without prior demand in writing that the Board or manager cure the defect.

13.5 Unacceptable Policies.

No insurance policy or fidelity bond required under this Article may:

- (a) require or permit contributions or assessments against Declarant, the Association, the Board, the Owners, any managing agent, any mortgagees or any guarantor of the above;
- (b) require or permit loss payments are contingent upon action by the insurance carrier's board of directors, policyholders, or members; or
- (c) include any limiting clauses (other than insurance conditions) that could prevent the Board, the Association or the Owners from collecting insurance proceeds.

**ARTICLE XIV
DAMAGE OR DESTRUCTION BY CASUALTY**

14.1 Responsibility of Association

The Association shall be responsible for repairing, reconstructing, or rebuilding all damage or destruction of the (i) Building Structures (excluding those portions of the Building Structure for which an Owner is required to insure pursuant to the terms of Section 13.2) and (ii) Common Areas by casualty so that such improvements are rebuilt and restored to substantially the same condition in which they existed prior to such damage or destruction. The Association shall begin repairing, reconstructing or rebuilding the Building Structures or Common Areas (as applicable) promptly after the insurance proceeds and any deficiency are available for use by the Association for such purpose, and thereafter to diligently proceed with completion of such repair, reconstruction or rebuilding. Each Owner shall be responsible for the repairing, reconstructing or rebuilding his Unit to the extent the Owner is required to insure the Unit as set forth in Section 13.2 within three (3) months after the Association has completed its repair, reconstruction or rebuilding obligation on the Owner's Unit. The Association shall represent the Owners in any proceeding, negotiation, settlement, or agreement relating to the payment of proceeds under any insurance policies held by the Association. Any such proceeds shall be payable to the Association to the extent of its interest therein. If the proceeds of the insurance policies held by the Association are insufficient to fund the full cost of repairing, reconstructing and rebuilding the Building Structures, Units or Common Areas, the difference between the amount of such proceeds and such cost may be charged to all Owners as a common expense.

14.2 Responsibility of Owners

If, due to the act or neglect of an Owner, or of a member of his family or his household pet or of a guest,

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servant, invitee, or other authorized occupant or visitor of such Owner, damage shall be caused to the Common Areas or any Unit owned by others, or maintenance, repairs, or replacements shall be required which would otherwise be a common expense, then such Owner shall pay for such damage and such maintenance, repairs, and replacements as may be determined by the Association, to the extent not covered by the Association's insurance. Owners are required to carry homeowner's insurance on their Units, as specified in Article XIII.

ARTICLE XV RULES AND REGULATIONS

The Board shall have power to adopt and publish rules and regulations governing the conduct of persons and the operation and use of the Lots and the Common Areas as it may deem necessary or appropriate to assure the peaceful and orderly use and enjoyment of the Property, and to establish penalties for the infraction thereof. Such rules and regulations may be adopted upon a majority vote of the Directors present at a meeting at which there is a quorum of Directors and as to which notice has been given as provided in these Bylaws. Such notice shall include a verbatim copy of all proposed rules and regulations. No rule or regulation shall be adopted without a copy thereof first having been delivered or mailed to each Member at the last address for such Member in the records of the Association. Upon adopting any such rules and regulations, the Board shall cause copies thereof to be delivered to each Member. All such rules and regulations become binding on all Members and occupants of all Lots upon the date of delivery. Any rule or regulation which conflicts with these Bylaws or the Declaration shall be null and void.

ARTICLE XVI SHARES OF STOCK AND DIVIDENDS PROHIBITED

16.1 Stock and Dividends

The Association shall not have or issue shares of stock. No dividends shall be paid and no part of the income of the Association shall be distributed to its Directors or Officers, or to the Members. The Association may pay compensation in a reasonable amount to its Officers or Directors for services rendered as provided by the Articles of Incorporation, the Declaration, other provisions of these Bylaws, or resolution of the Board.

ARTICLE XVII WAIVER OF NOTICE

17.1 Waiver of Notice

Whenever any notice is required to be given under the provisions of the nonprofit Association laws of the State of Washington, as it exists or may be amended in the future, or under the provisions of the Articles of Incorporation or these Bylaws, a waiver thereof in writing signed by the person or persons entitled to such notice, whether before or after the time stated therein, shall be deemed equivalent to the giving of such notice.

**ARTICLE XVIII
AMENDMENTS**

18.1 Amendments

Except as expressly provided in the Declaration, these Bylaws may be amended or repealed and new Bylaws may be adopted by a majority of the Directors present at any regular meeting or at any special meeting, if at least two (2) days' written notice is given of intention to amend or repeal and adopt new Bylaws at such meeting accompanied by a copy or summary of the amendment without the approval of the Members; provided however, that the Board shall have no authority to amend or repeal any provision of these Bylaws relating to the election, qualifications, powers, duties or terms of Directors without the approval of a majority of the Members given at a special meeting called for such purpose. In addition, except for the amount of assessments and level of maintenance, any amendment that imposes an additional disproportionate burden upon or takes away or impairs an existing right particular to any one Lot or group of like-affected Lots shall require the vote of seventy-five percent (75%) of the Members of the Lot or group of like-affected Lots so affected. An amendment shall not be effective unless it is certified by the president and secretary of the Association as having been adopted in accordance with these Bylaws, acknowledged in the manner provided for acknowledgement of deeds, and recorded in the office of the recording officer of Skamania County, Washington. Notwithstanding any provisions hereof to the contrary, the Declarant may, at its sole discretion and without consent being required of anyone, modify, amend or repeal these Bylaws at any time before the closing of the sale of the first Lot by Declarant to a third party or as allowed by law.

**ARTICLE XIX
GENDER AND GRAMMAR**

19.1 Gender and Grammar

The singular wherever used herein shall be construed to mean the plural when applicable, and the necessary grammatical changes required to make the provision hereof apply either to corporations or individuals, men or women, shall in all cases be assumed as though in each case fully expressed.

**ARTICLE XX
ENFORCEMENT**

20.1 Legal Proceedings

If the Association institutes legal action to enforce any restrictive covenant or other condition of the Declaration, Articles of Incorporation or Bylaws, and the violator voluntarily corrects or abates such violation after litigation has been filed, the Association shall not dismiss or abandon such legal action until it has been reimbursed all of its expenses, including reasonable attorney's fees and court costs.

COVENANTS, CONDITIONS AND RESTRICTIONS FOR HIDDEN RIDGE HOMEOWNERS' ASSOCIATION

**ARTICLE XXI
LOANS TO DIRECTORS AND OFFICERS PROHIBITED**

21.1 No Loans to Directors or Officers

No loan shall be made by the Association to its Directors or Officers. The Directors who vote for or assent to the making of a loan to a Director or Officer, and any Officer or Officers participating in the making of such loan, shall be jointly and severally liable to the Association for the amount of such loan until the repayment thereof.

21.2 Contribution; Subrogation

Any Director against whom a claim shall be asserted under or pursuant to this Article XXII shall be entitled to contribution from the other Directors who voted for the action upon which the claim is asserted. To the extent that any Director is required to pay such claim, he or she shall be subrogated to the rights of the Association against the debtor on the loan.

**ARTICLE XXII
DISPUTE RESOLUTION**

Before initiating litigation or an administrative proceeding in which the Association and a Member have an adversarial relationship, the party that intends to initiate litigation or an administrative proceeding shall offer to resolve the problem through a dispute resolution program.

**ARTICLE XXIII
CONFLICTS AND PARTIAL INVALIDITY**

23.1 Conflicts

These Bylaws are intended to comply with applicable law and the Declaration. In case of any irreconcilable conflict, applicable law and the Declaration shall control over these Bylaws (unless these Bylaws expressly provide otherwise) and any amendments hereto, and any rules or regulations adopted hereunder.

23.2 Partial Invalidity

The invalidation of any one of the provisions of these Bylaws by judgment or court order shall in now affect any other provisions, which shall remain in full force and effect.

ARTICLE XXIV
DISSOLUTION

Upon dissolution of the Association, voluntarily or otherwise, it shall automatically be succeeded by an unincorporated association of the same name and having the same purposes. All assets, property, powers, and obligations of the Association existing prior to dissolution shall thereupon automatically vest in the successor unincorporated association.

So adopted:

April 20, 2018

Chad Botkin

Chad Botkin, Authorized Representative
Lamplight Capital and Asset Management, LLC/Declarant

STATE OF Texas
COUNTY OF Harris

I certify I know or have satisfactory evidence Chad Botkin signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the Authorized Representative of Lamplight Capital and Asset Management, LLC to be the free and voluntary act of such part for the uses and purposes mentioned in the instrument.

Christina J. Jukes
NOTARY PUBLIC
RESIDING AT Houston, Texas
My Commission Expires: 12-10-2021



COVENANTS, CONDITIONS AND RESTRICTIONS FOR HIDDEN RIDGE HOMEOWNERS' ASSOCIATION

Parcel numbers

ParcelNumber
03073544100100
03073544100200
03073544100300
03073544100400
03073544100500
03073544100600
03073544100700
03073544100800
03073544100900
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03073544103400

- 03073544080000
- 03073544080300
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w.j.s.
4/23/18

Unofficial Copy