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Mark F. Stoker  
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Vancouver, WA 98666

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DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS,  
EASEMENTS AND ROAD MAINTENANCE AGREEMENT

This Declaration of Covenants, Conditions and Restrictions, Easements and Road Maintenance Agreement is effective this \_\_\_\_\_ day of \_\_\_\_\_, 2021 as declared by Minit Management, LLC ("Declarant"), as the owner of that certain real property, the legal description of which is attached hereto as Exhibits B-E (the "Property").

RECITALS

WHEREAS: The Declarant wishes to provide for the reasonable development of the Property consistent with certain restrictions on the construction and operation of the uses of the Property.

NOW, THEREFORE, Declarant states the following:

PURPOSE:

The Property is hereby made subject to the conditions, covenants, and restrictions contained in this Declaration, all of which shall be deemed to run with the Property and each and every Lot thereof, to encourage proper use and appropriate development and improvement of the Property so as to:

- a. Minimize the risk of improper development and use of surrounding Lots as would depreciate the value and use of the Lots;
- b. Discourage the erection on the Property of structures constructed of improper or unsuitable materials or with improper quality and methods of construction;

- c. Discourage haphazard development of the Property;
- d. Provide adequate off-street parking and loading facilities; and
- e. Generally promote the welfare and safety of the Owners and Occupants of the Lots.

## Section 1. DEFINITIONS

The following words when used in this Declaration shall have the following meaning, unless the context clearly indicates otherwise:

1.1. "Building" shall mean and include, but not be limited to, the main portion of a structure built for permanent use and all protections or extensions thereof, including, but not limited to, garages, outside platforms and docks, storage tanks, carports, enclosed malls and porches.

1.2. "City" shall mean the City of La Center, State of Washington.

1.3. "County" shall mean Clark County, State of Washington

1.4. "Floor Area" shall mean the total number of square feet of floor space in a Building including basement, subterranean, balcony and mezzanine space, irrespective of whether actually occupied. Floor Area shall be measured from the exterior line of the exterior walls and from the center line of any party or common interior walls without deduction for columns, walls or other structural or non-structural components; provided, however, in no event shall an outside sales area be included in such calculations.

1.5. "Improvement" shall mean all structures and appurtenances thereto of every kind, whether above or below the land surface, including but not limited to, Buildings, utility systems, walkways, driveways, parking areas, loading areas, landscaping items, fences, walls, decks, stairs, poles, landscaping vegetation, irrigation systems, signs, exterior fixtures and any other structure of any kind.

1.6. "Laws" shall mean governmental statutes, ordinances, rules, regulations and requirements and judicial decisions.

1.7. "Lot" shall mean any portion of the Property divided or portioned in accordance with applicable Laws as shown on the Site Plan attached hereto as Exhibit "A" as Lots 1-4, and as legally described in the legal descriptions attached hereto as Exhibits B-E, or as may hereafter be boundary adjusted or further divided.

1.8. "Occupant" shall mean a lessee or licensee of an Owner, or any other Person or entity other than an Owner in lawful possession of a Lot or a portion of a Lot, with the permission

of the Owner.

1.9. "Owner" shall mean any Person holding fee simple title of record to all or a portion of the Property, and any Person purchasing all or a portion of the Property under a land sale installment contract. Two or more Persons who own a single Lot shall be deemed to be a single Owner for the purposes of this Declaration.

1.10. "Permanent Access Drives" shall mean the private roads on the Property connecting the Property to NW Paradise Park Road as shown on the Site Plan attached hereto as Exhibit "A."

1.11. "Person" shall include individuals, partnerships, firms, corporations, associations and any other form of business entity.

1.12. "Site Plan" shall mean the site plan for division and improvement of the Property as set forth in the attached Exhibit "A."

1.13. "Utility Lines" shall mean those facilities and systems for the transmission of utility services, including, but not limited to, water drainage systems or structures, water mains, sewers, water sprinkler system lines, telephones, electrical conduits or systems, gas mains, other public or private utilities, drainage and storage of surface water.

## Section 2. USE AND MAINTENANCE

2.1. Permitted Uses. Except as otherwise specifically prohibited herein or by any applicable Law, any use allowed under an existing or subsequently amended, revised, adopted, or imposed zoning Law shall be permitted on any Lot, provided that such use conforms to the provisions of this Declaration. No use shall create unreasonable danger of fire, explosion or other physical hazards.

2.1.1 Prohibited Uses. No portion of a Lot shall be used for any of the following purposes: A flea market or a business selling so-called "second hand" goods; cemetery; mortuary; bookstore or establishment engaged in the business of selling, exhibiting or delivering pornographic or obscene materials; video or other type of game room or arcade; junk yard; flea market; recycling facility or stockyard; motor vehicle or boat dealership, repair shop (provided, however, that an oil change and lube facility shall be permitted), body and fender shop, or motor vehicle or boat storage facility; a warehouse; discotheque, dance hall, comedy club, bowling alley; skating rink; billiard or pool hall; massage parlor, ; a beauty school, barber college, reading room, (the "Use Restrictions").

2.3. Condition of Property. Each Owner and Occupant of each Lot shall at all times keep it and the associated Improvements in a safe, clean, neat and well-maintained, sanitary condition, and comply, at its own expense, in all respects with all applicable Laws pertaining to health and safety.

2.4. Duty of Maintenance. Owners and Occupants, shall jointly and severally have the duty and responsibility, at their sole cost and expense, to keep that part of the Lot so owned or occupied, including buildings, improvements, and grounds in connection therewith, in a well-maintained, safe, clean and attractive condition at all times. Such maintenance includes, but is not limited to the following:

- a. Removing all litter, trash, refuse and waste promptly;
- b. Keeping parking areas, driveways, walkways, and roads in a clean and safe condition and in good repair, including removal of debris and waste material;
- c. Performing reasonably necessary landscaping including the trimming, watering and fertilizing of all grass, ground cover, shrubs or trees, and removal of dead or waste material;
- d. Keeping exterior lighting, signs and mechanical facilities, if any, in working order, except such facilities as may be the Property of any public utility or governmental body;
- e. Complying with all Laws;
- f. Repainting of painted surfaces as needed and maintenance of exterior building surfaces in a clean, neat and orderly manner;
- g. Repairing exterior damage to Improvements;
- h. Lots shall not be used for storage of junk automobiles or any scrap materials;
- i. During construction, keeping all construction sites free of unsightly accumulations of rubbish and scrap materials, and keeping all construction materials, trailers, shacks and the like in a neat and orderly manner;
- j. Maintenance of visual barriers around outside manufacturing related activities, or related outside storage tanks or other outside storage of materials, including, but not limited to, those used for storage of water or propane gas or other fuels or chemicals; except that outside seasonal sales or sidewalk sales shall be permitted.
- k. With the exception of shipping and delivery in the regular course of business, no trailer or other movable structure shall be used for any purpose on any Lot except during construction of a Building.

2.5. Duty of Repair. In the event any Improvements on a Lot are destroyed or

damaged, the Owner shall commence the repair or rebuilding of such Improvements within twelve (12) months of the event causing such damage, or in the event such Owner elects not to rebuild or repair, the remaining damaged Improvements shall be removed from the Lot within ninety (90) days of such election not to rebuild.

### Section 3. ADDITIONAL STANDARDS AND RESTRICTIONS

The following restrictions and requirements are imposed on the Property subject to this Declaration:

3.1. Minimum Setback. No improvements of any kind shall be placed closer to an interior property line than permitted by any applicable Law.

3.2. Loading and Service Areas.

a. Off-Street. Each Lot shall provide sufficient on-site loading and unloading facilities to accommodate Lot activities. All loading or unloading movements, including turn-around and parking, shall be made off the public right-of-way.

b. Screening. Screening of storage areas shall consist of one or more of each mounding, landscaping, walls, or other equivalent method.

c. Rubbish and Garbage. Rubbish and garbage facilities shall be screened so as to not be visible from any public street or Lot.

d. Parking. No parking shall be permitted on any street or drive or any place other than parking areas located upon Lots.

3.3. Landscaping. All developed Lots shall be landscaped and such landscaping shall comply with all applicable Laws. Areas not improved with Buildings, paving or landscaping, shall be graded, planted with indigenous grasses and plantings and maintained in a neat and orderly manner.

3.4. Exterior Materials and Design. A relatively wide variety of architectural design and materials is permitted. Architecturally and aesthetically suitable building materials, shall be applied to or used on all sides of a Building which are visible to public streets or to other properties subject to this Declaration.

3.4.1. Concrete Curb. Concrete curbing is required at all public road entrances.

3.4.2. Excavation and Underground Utilities. Upon completion of an improvement, exposed openings in the ground shall be backfilled to an appropriate grade level. All telephone, electrical and other utility lines where visible from public streets shall be installed

underground, except that transformer or termination equipment related thereto may be installed above ground, consistent with practices of the relevant utility.

3.5 Lot Adjustments/Division. Notwithstanding anything to the contrary contained in this Declaration any Lot may be boundary adjusted with an adjoining Lot to expand or reduce its size, and any Lot may be divided by the Owner thereof, provided that any such boundary adjustment and/or division shall be done in accordance with all applicable State and local laws and ordinances and, further provided that any new Lots created by such process shall be bound by this Declaration.

#### Section 4. EASEMENTS

##### 4.1. Utility Easements.

(a) Grant of Easements. Each Lot and Owner shall be entitled to and shall grant to each other Lot and Owner appurtenant to each Lot belonging to such Lot Owner, for the benefit of each, as applicable, a non-exclusive, reciprocal, and perpetual easement under, through and across the area of the Lot, as applicable (exclusive of any portion within a Building Area), for the installation, operation, maintenance, repair and replacement of Utility Lines. The initial location of any Utility Lines shall be subject to the prior written approval of the grantor, which approval shall not be unreasonably withheld; provided, however, that it shall in all events be reasonable for the grantor to deny its approval if the proposed location is within a Building Area.

(b) Easement Area and Facilities. The easement area shall be no wider than necessary to reasonably satisfy the requirements of a private or public utility, or five (5) feet on each side of the centerline if the easement is granted to a private party. All Utility Lines shall be installed and maintained below ground level, except for (i) ground-mounted electrical transformers and such other facilities as are required to be above ground by the utility providing such service, and (ii) temporary utility service required during construction, maintenance and repair of any buildings or improvements located on the Lots, as applicable.

(c) Installation and Maintenance. The installation, operation, maintenance, repair and replacement of such Utility Lines shall not unreasonably interfere with the use of an improved Lot or with the normal operation of any business on the property. Any party installing Utility Lines pursuant to the provisions of this Section 4.1 shall pay all costs and expenses with respect thereto, shall cause all work in connection therewith (including general clean-up and proper surface and/or subsurface restoration) to be completed as quickly as possible and in a manner so as to minimize interference with the use of the common area, and shall provide the Owner of the other Lot(s), as applicable, with as-built plans for all such facilities, including the location of the easement (as determined by a licensed surveyor), within thirty (30) days after the date of completion of construction. The party installing Utility Lines shall maintain, repair and replace them at its sole cost and expense.

(d) Relocation of Utility Lines. At any time and from time to time, the grantor shall have the right to relocate any Utility Lines installed on its Lot pursuant to the foregoing grant of easement, provided that such relocation: (i) shall be performed only after sixty (60) days prior written notice of the grantor's intention to undertake the relocation shall have been given to the grantee served by the Utility Lines; (ii) shall not unreasonably interfere with or diminish utility service to the grantee's land served by the Utility Lines; (iii) shall not reduce or unreasonably impair the usefulness or function of the Utility Lines; (iv) shall be performed without cost or expense to the grantee; (v) shall be completed using materials and design standards which equal or exceed those originally used; (vi) shall have been approved by the service provider and any appropriate governmental agencies having jurisdiction thereof; (vii) shall provide for the original and relocated area to be restored to the original specifications; and (viii) shall not interfere with the conduct or operation of the business of any occupant of the grantee's Lot. The grantor performing such relocation shall provide as-built plans for all such relocated utility lines and facilities to the grantee served by such Utility Lines within thirty (30) days after the date of completion of such relocation.

(e) Additional Easements. Each Owner agrees to grant such additional easements as are reasonably required by any public or private utility for the purpose of providing the Utility Lines for the benefit of the other Owners and their Occupants, provided such easements meet the requirements of this Declaration are not otherwise inconsistent with the provisions of this Declaration.

(f) Term. The terms and provisions of this Section 4.1 shall survive the expiration or earlier termination of this Declaration.

#### 4.2. Permanent Access Drive.

(a) Each Lot and Owner shall be entitled to and shall grant to each other Lot and Owner appurtenant to each Lot belonging to such Lot Owner, a non-exclusive, reciprocal, and perpetual easement for ingress and egress by vehicular and pedestrian traffic upon, over and across the Permanent Access Drives on the Property as shown on Exhibit "A"

(b) Declarant shall be the "Responsible Owner" for the purposes of administering this road maintenance agreement and shall be entitled to exclusive decision making authority as to ongoing maintenance and repair of the Permanent Access Drives and shall have the authority to contract for and pay for such work. Each Lot and Owner shall pay its pro rata share (the "Access Drive Contribution") of all reasonable costs and expenses incurred for the repair and maintenance of the Permanent Access Drives. Said pro rata share shall be based on the ratio of the total square footage of each Lot to the total square footage of the Property. Declarant may assign its rights and obligations as the Responsible Owner hereunder at any time.

(c) Each Lot Owner shall pay the Access Drive Contribution within thirty (30) days after demand from the Responsible Party. If a Lot Owner fails to pay such Access Drive Contribution when due, such failure shall constitute a default under this Declaration and the Responsible Party may thereafter institute legal action against such Lot Owner for reimbursement, plus interest from the date said bill was due and payable to and including the date said bill is paid, at twelve (12%) percent per annum, plus reasonable attorneys fees and costs. Furthermore, the Responsible Party shall have a lien on the Lot Owner's Lot for the Access Drive Contribution and accrued interest and attorneys fees and costs as set forth above. The lien provided for in this Section 4.2 shall only be effective when filed for record by the Responsible Party as a claim of lien against the Lot Owner in the office of the recorder of the county in which the Lot is located, signed and verified, which shall contain at least; (i) an itemized statement of all amounts due and payable pursuant hereto; (ii) a description sufficient for identification of the Lot which is the subject of the lien; (iii) the name of the owner or reputed owner of the Lot; and (iv) the name and address of the Responsible Party. The lien, when so established against the Lot described in the lien, shall be prior and superior to all right, title, interest, lien or claim which may be or has been acquired or attached to such Lot after the time of filing the lien. The lien shall be for the use and benefit of the Responsible Party and may be enforced and foreclosed in a suit or action brought in any court of competent jurisdiction.

4.3. Drainage Easement. Each Lot and Owner shall be entitled to and shall grant to each other Lot and Owner appurtenant to each Lot belonging to such Lot Owner, for the benefit of each, as applicable, a non-exclusive, reciprocal, and perpetual easement over and under its Lot for surface water drainage over and through the drainage patterns and storm water drainage systems that are established from time to time among the Lots. Nothing herein shall prevent an Owner from relocating the drainage patterns established upon such Owner's Lot, provided such relocation does not unreasonably interfere with the surface water drainage of other Lots nor interfere with the orderly discharge of surface water from such other Lots and shall have been approved by any appropriate governmental agencies having jurisdiction thereof. Prior to any dedication of the storm water detention system servicing the Property, the Declarant or its assignee shall be responsible for its repair and maintenance. Each Lot and Owner shall pay its pro rata share of all reasonable costs and expenses incurred for the repair and maintenance of the storm water detention system. Said pro rata share shall be based on the ratio of the total square footage of each Lot to the total square footage of the Property, and shall be treated as a lien in the same manner as the Access Drive Contribution set forth in Section 4.2 above.

4.4 Parking Easements. Each Lot and Owner shall be entitled to and shall grant to each other Lot and Owner , for the benefit of each, as applicable, a non-exclusive, reciprocal, and perpetual easement over and under its Lot for parking motor vehicles in those areas of the Lot improved for parking for the purpose of invitees and guest parking. Employees of the Owners of the respective Lots shall park only on the Lot belonging to said Owner.

4.5. No Merger. Notwithstanding a Lot Owner's ownership of more than one Lot, the easements granted pursuant to this Declaration shall burden and benefit each Lot individually,



without merger as a result of such common ownership, and upon conveyance of a Lot so that such Lot ceases to be under common ownership, neither the owner conveying said Lot nor the owner acquiring said Lot shall need to execute additional documentation to evidence the existence of said easements, and said easements shall relate back to and shall be deemed to have been created as of the date hereof.

## Section 5 GENERAL PROVISIONS

5.1. Legal Proceedings. Failure to remedy noncompliance of any of the terms of this Declaration by any Owner or Occupant, his guests, employees, invitees or tenants, after written notification of such by an aggrieved Owner or Occupant, or Declarant as provided for below, shall be grounds for relief which may include, without limitation, an action to recover sums due for damages, injunctive relief, foreclosure of lien, or any combination thereof, which relief may be sought by Declarant, or, if appropriate, by an aggrieved Owner or Occupant. After 30 days written notice to the defaulting Owner or Occupant, the Declarant or any Owner or Occupant not in default hereunder, shall be entitled to bring an action for damages against any defaulting Owner or Occupant, and in addition may enjoin any violation of this Declaration. Each remedy provided for in this Declaration or by Law shall be cumulative and not exclusive or exhaustive.

Nothing contained in this Declaration shall preclude an Owner or Occupant from recovering from any Person, other than the Declarant, liable for damages to which such Owner or Occupant might be entitled.

5.2. Abatement and Suit. The Owner of each Lot shall be primarily liable, and the Occupant, if any, secondarily liable for the violation or breach of any term, covenant, condition or restriction contained in this Declaration. Violation or breach of any provision shall give to the Declarant and/or an aggrieved Owner or Occupant, following a 30-day written notice to the Owner or Occupant, except in emergency circumstances, the right, but not the obligation, to enter the Lot where the alleged violation or breach exists and to summarily abate and/or remove without breach of the peace, at the Owner's or Occupant's expense, any Improvements or condition that may exist in violation of this Declaration. The Declarant and/or an aggrieved Owner or Occupant shall have the right to seek any remedy in a court of law against the person in violation or who is attempting to violate any provisions of this Declaration and to enjoin or prevent them from doing so, to cause said violation to be remedied, or to recover damages for said violation. No entry by the Declarant nor its agent shall be deemed a trespass, and neither the Declarant nor its agents shall be subject to liability for entry or any action taken to remedy or remove a violation. The cost of any such remedy or removal shall be the binding personal obligation on any Owner or Occupant in violation of any provision.

5.3. Failure to Enforce. The failure of the Declarant or any Owner or Occupant to enforce the observance or performance by an Owner or Occupant of the terms, covenants, conditions or restrictions imposed by this Declaration on such Owner or Occupant shall in no event be deemed to be a waiver of the right to do so thereafter or in other cases, nor of the right to

enforce any of the other provisions of this Declaration.

5.4. Mutuality, Reciprocity; Runs With Land. All covenants, conditions and agreements contained herein are made for the direct, mutual and reciprocal benefit of each and every Lot in favor of every other Lot; shall create reciprocal rights and obligations between all grantees of said parcels, their heirs, successors and assigns, and shall, as to the Owner of each Lot, his heirs, successors and assigns, operate as covenants running with the land, for the benefit of all other Lots.

5.5. Rights Reserved. The Declarant reserves the right from time to time hereafter to delineate, plan, grant or reserve within the remainder of the Property not otherwise conveyed such private and public streets, roads sidewalks, ways and appurtenances thereto, and such easements for drainage and private and public utilities, as it may deem necessary or desirable for the development of the Property (and from time to time to change the location of the same) subject to these restrictions and covenants and to dedicate the same to public use or to grant the same to the County/City and/or to appropriate public utility corporations.

5.6. Constructive Notice and Acceptance. Every Owner and Occupant who now or hereafter owns or acquires any right or interest in or to any portion of the Property is and shall be conclusively deemed to have consented and agreed to every condition, covenant, and restriction contained in this Declaration whether or not any reference to this Declaration is contained in the instrument by which such Owner or Occupant acquired an interest in the Property.

## Section 6. MISCELLANEOUS

6.1. Severability. Invalidation of any provision of this Declaration by any court or other order shall in no way affect or invalidate any other provisions, which shall remain in full force and effect. In the event of any invalidation of any provision of the Declaration, neither Declarant nor any other Owner or Occupant of a Lot(s) shall be held responsible for the consequences of such invalidation.

6.2. Conflicts Between this Declaration and Law. In the event of any conflict between this Declaration and any Law, Declarant shall resolve the conflict in writing using his reasonable discretion to further the general purposes of the Declaration.

6.3. Termination and Modification. This Declaration, or any provision hereof, may be terminated, extended, modified or amended, as to the whole of said Property or any portion thereof, with the written consent of all of the Owners of the Property subject to these covenants (excluding mortgages and the holders of other security devices who are not in possession, lessees or tenants). No such termination, extension, modification or amendment shall be effective, until a proper instrument in writing has been executed and acknowledged and recorded in the Land Records Office of the County.

6.4. Notices. Any requirement in this Declaration for giving written notice shall be satisfied as of the time written notice is hand delivered or deposited in the U.S. mails addressed to the last known address, postage prepaid and return receipt requested. All notices and other communications which are required by this Declaration shall be in writing and shall be deemed given when personally delivered or two days after being sent by certified mail, return receipt requested, with postage prepaid. Such notices and communications shall be delivered or sent to the following addresses:

a. If to an Owner or Occupant who maintains an office on the Property, to the mailing address of such Owner or Occupant at the office on the Property;

b. If to an Owner or Occupant who does not maintain an office on the Property, to the mailing address:

(1) Last furnished by such Owner or Occupant to the one sending such notice; or

(2) If clause (1) is not applicable, to the address furnished, if any, by such Owner to Declarant for notice purposes at the time such Owner acquired its interest in Property; or

(3) If clause (1) is not applicable, to the address used by the County Tax Assessor for delivery of property tax bills to such Owner with respect to such Owner's interest in the Property.

If to Declarant:  
Minit Management, LLC

\_\_\_\_\_  
\_\_\_\_\_

with copies to:

Mark F. Stoker  
Attorney for Declarant  
P.O. Box 611  
Vancouver, WA 98666

or to such other addresses as Declarant may at any time, or from time to time, set forth as its address and its attorney's address for notices hereunder in an amendment to this Declaration recorded with the office of the County Recorder.

6.5. Computation of Time Periods. When computing any time period prescribed or allowed by this Declaration, the day of the act or event from which the designated period begins

to run shall not be included. The last day of the time period so computed shall be included, unless it is a Saturday, Sunday, or a legal holiday, which event the period runs until the end of the next day which is not a Saturday, Sunday, or a legal holiday.

6.6. Single, Plural and Gender. In construing this Declaration, unless the context clearly requires otherwise, the use of the singular form shall be taken to mean and include the plural, and vice versa, and the use of the masculine form shall be taken to mean and include the feminine and neuter, and vice versa.

6.7. Attorneys' Fees. In the event at any time during the term of this declaration, Declarant or any Owner or Occupant shall institute any action or proceeding against any other Owner or Occupant or Declarant, as the case may be, relating to the provisions of this Declaration, any default hereunder, or for the collection of any amounts due hereunder, then the party not prevailing in such action or proceeding shall reimburse the prevailing party for the latter's reasonable attorneys' fees and costs incurred in instituting and prosecuting such action or proceeding including all appeals provided however, that Declarant shall in no case be liable for the fee of more than one opposing party.

6.8. Captions. The section headings or captions used herein are for convenience only and are not a part of this instrument and do not in any way limit, define or amplify the scope or intent of the terms and provisions hereof.

6.9 This Declaration shall be construed with and governed by the laws of the State of Washington. The parties agree to venue in Clark County, State of Washington

6.10. Exhibits. Each of the exhibits listed below, is incorporated in this Declaration by this reference as if set forth in full at such point (all terms with initial capitals used in such exhibits shall have the meaning given them in this Declaration):

- Exhibit A - Site Plan
- Exhibit B - Legal Description of Lot 1
- Exhibit C - Legal Description of Lot 2
- Exhibit D - Legal Description of Lot 3
- Exhibit E - Legal Description of Lot 4

IN WITNESS WHEREOF:

MINIT MANAGEMENT, LLC

By: \_\_\_\_\_

