

**FEBRUARY 2008
AMENDED and RESTATED
DECLARATION OF PROTECTIVE COVENANTS, CONDITIONS,
RESTRICTIONS, EASEMENTS, AND AGREEMENTS
FOR
THE MINT FARM INDUSTRIAL PARK**

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ARTICLE I DECLARATION

- 1.1 This Declaration is made on the date hereinafter set forth by the owners of all that certain real property located in Longview, Washington, commonly know as The Mint Farm Industrial Park, Plat No. 1, more particularly described on Exhibit "A", and all of that real property described in Exhibit "B" (all of which real property may be hereinafter referred to herein as "The Park"). This Declaration amends, restates and replaces the original Mint Farm Industrial Park Declaration recorded under Cowlitz County Auditor's file No. 3007472 and the October 2001 Amended and Restated Declaration of Protective Covenants, Conditions, Restrictions, Easements, and Agreements for The Mint Farm Industrial Park Plat No. 1 recorded under Cowlitz County Auditor's File No. 3130160.
- 1.2 Declarants hereby declare that EXCEPT for specific "Utility Parcels" identified on the plat of The Mint Farm Industrial Park, Plat No. 1 and except for specific tracts and lots identified in Exhibit "B" as "wetland mitigation areas", as "utility substation areas", and as reserved for "existing and future public rights of way" and "utility easements", all of the real property within The Park shall be held, sold, and conveyed subject to the following easements, restrictions, covenants, conditions, reservations, charges, and liens (hereinafter collectively referred to as "Covenants"). Such Covenants shall benefit The Park and are for the purpose of enhancing and protecting the value, desirability, and attractiveness of The Park. The Covenants shall inure to the benefit of and shall burden the real property within The Park and shall run with the land, and shall apply to and be binding upon all of the parties having or acquiring any right, title, or interest in The Park or any part thereof, and shall be binding upon their heirs, successors, and assigns, in perpetuity.

ARTICLE II DEFINITIONS

For purposes of this declaration, certain words and phrases have particular meanings which are as follows:

- 2.1 "Architectural Committee" - shall mean and refer to the Architectural Control Committee referred to and provided for in this Declaration.
- 2.2 "Articles" - shall mean the Articles of Incorporation of The Mint Farm Industrial Park Property Owners' Association, filed with the office of the Secretary of State of the State of Washington.

- 2.3 "Association" - shall mean The Mint Farm Industrial Park Property Owners' Association, a Washington non-profit corporation, its successors and assigns, and composed of owners of real property within The Park.
- 2.4 "Board" - shall mean the Board of Directors of the Association which shall be elected by the Association from among its members.
- 2.5 "Building lot area" - shall mean the total Lot excluding required setbacks.
- 2.6 "Common Areas" - shall mean and refer to:
- Entry signage and directory easement areas at the Industrial Way entrance to The Park and at the 38th Avenue entrance to The Park.
- Any and all additional interests in real property within The Park conveyed to the Association including, without limitation, easements, licenses, leases, and other similar real property interests.
- 2.7 "Declaration" - shall mean this February, 2008, Amended and Restated Declaration of Protective Covenants, Conditions, Restrictions, Easements and Agreements for the Mint Farm Industrial Park, and any amendments thereto.
- 2.8 "Declarants" - shall mean the City of Longview, Washington, and Weyerhaeuser Real Estate Development Company, as owners of all that certain real property located in Longview, Washington, commonly know as The Mint Farm Industrial Park, Plat No. 1, more particularly described on Schedule "A", and all of that real property described in Exhibit "B" (all of which real property may be hereinafter referred to herein as "The Park"). When the City of Longview no longer owns property in The Park, WREDCo shall be the Declarant hereunder. When WREDCO no longer owns property in The Park, the City of Longview shall be the Declarant hereunder. When neither the City of Longview nor WREDCO owns property in The Park there will be no Declarant and all association matters will be handled through the Board of Directors for the Association.
- 2.9 "Entity of City of Longview" – shall mean the City of Longview as a governmental agency and not as the owner of property within The Park.
- 2.10 "Improvement"- shall mean any structure or other building, sign, landscaping or other planting, parking area, driveway, storm water retention system, and any other improvements located on a Lot, tract or common area.

- 2.11 "Lot" - shall mean any legal subdivision of land within The Park together with all appurtenances of said Lots. It is anticipated that the Lots will be of a variety of sizes and shapes and that the lines dividing such Lots may be adjusted to accommodate the needs of Owners thereof. The term "Lot" "does not include "Tracts" or "Utility Parcels" or "wetland mitigation areas", as "utility substation areas", and as reserved for "public rights of way" and "utility easements" as shown in Exhibit "B".
- 2.12 "Owner" - shall mean the record owner of a Lot, whether one or more persons or entities, but excluding entities or individuals having such interest merely as security. A purchaser under a recorded real estate contract shall be deemed an Owner as against its respective seller.
- 2.13 "The Park" - shall mean The Mint Farm Industrial Park, and shall include all the property described in Exhibits "A" and "B".
- 2.14 "Plat" - shall mean Plat No. 1 of The Park recorded in Volume 13 of Plats pages 71 and 72 records of Cowlitz County, Washington.
- 2.15 "Principal Structure" – shall mean the building in which the management of the business conducted on a Lot is intended to be conducted.
- 2.16 "Streetscape Area" - shall mean that portion of a Lot, Tract, public right of way, or Common Area as shown on the face of the Plat and the property contained in Exhibit B, that contains public sidewalks and landscaped areas which lie within the public right-of-way and a strip of land ten feet (10') in width lying adjacent, parallel to and beyond the public right-of-way.
- 2.17 "Tract" shall mean a defined area of land shown on the plat which is not available for private development, is indicated by a letter rather than a number and maintained by the City of Longview.
- 2.18 "Utility Parcel" shall mean a defined area of land shown on the plat which not available for private development, is indicated as a "Utility Parcel" and which is to be owned and maintained by the City of Longview; provided, however, that the term "Utility Parcel" shall not include the Southeasterly 80 feet of the tract of land adjacent to the Southeasterly line of Lot 17 and described as "Utility Parcel" as shown on the face of the Plat of The Mint Farm Industrial Park, Plat No. 1 together with a parcel to be defined at a future date located on the property described in Exhibit B.

**ARTICLE III
RESTRICTIONS AND USE OF PROPERTY**

3.1 **DEVELOPMENT STANDARDS.** All Improvements constructed within The Park shall be constructed consistent with procedures, goals, objectives and standards set forth in this Declaration.

3.2 **PERMITTED USES.**

(a) **Light Industrial Uses.** This category would include such operations as machine shops, metal fabricating plants, and similar uses, and the manufacture of wood products, assembly and manufacture of building materials, supplies and products, distillation and manufacture of fuels and fuel products, plastics and plastic materials, chemical products, sawmills, planer mills, carpentry or cabinet-making operations, electronic plants and other similar manufacturing activities where the assembly or manufacture of items are conducted within the enclosure of a building, and the processing, development and creation of products from raw materials.

(b) **Heavy Industrial Uses.** This category would include such operations as manufacturing, assembling, and fabricating of machinery, equipment, tools, vehicles, and other similar uses, the processing or refinement of chemicals, and the generation and sale of electrical energy.

(c) **Commercial Uses.** This category would include storage, wholesaling, and distributing facilities and the display of products or commodities that are manufactured, assembled or created on the premises. This use does not include retailing, unless it was intended for the incidental benefit of the Light Industrial uses, Heavy Industrial uses and Commercial uses permitted in the Mint Farm Industrial Park, nor does it permit the display or wholesaling of products or commodities not manufactured, assembled, created, or associated with a product line of a business on the premises.

(d) **Service Uses.** This category would include on-site food and beverage preparation and consumption as an accommodation to occupants of and visitors to The Park, as well as professional services ancillary to other permitted uses within The Park.

3.3 **INTERIOR SIDEWALKS.** On-site pedestrian circulation systems shall be provided to meet the needs of the Owner. Such systems should be an integrated part of the overall architectural and site design concept. Connections shall be made between the on-site and public pedestrian circulation systems.

- 3.4 **STRUCTURES OTHER THAN BUILDINGS.** Antennas, towers, and container-structures designed for storage or treatment of commodities and not designed for human occupancy, may be constructed and maintained within rear yard set back areas.
- 3.5 **LAND COVERAGE.** The minimum floor area of the principal building on a Lot shall cover at least 20 percent of the total buildable Lot area, exclusive of setbacks. The minimum floor area of the principal building may be established at a lesser percent of the total buildable Lot area, subject to a variance approved by the Declarant. Covered parking and storage apart from and not connected to the principal building shall not be considered to fulfill part of this requirement.
- 3.6 **BUILDING STANDARDS.** Pre-engineered metal buildings and metal clad buildings, will be permitted, however, "tilt-up" Concrete buildings are preferred. Roof overhangs may extend a maximum of 24 inches into the interior setbacks.
- 3.7 **STREET FRONTING REQUIRED.** Every principal structure shall front on or be located on property which fronts upon a street which is dedicated to and maintained by a municipal corporation.
- 3.8 **SETBACKS.** For every principal building allowed in The Park there shall be a front yard having a depth of not less than 60 feet and a side yard on each side of the building of not less than 20 feet in width, except that a side yard of a corner Lot shall be not less than 50 feet in width along the side street property line and a rear yard of not less than 20 feet provided, however, that there shall be no side yard setback required between buildings having common ownership at the time of construction of such buildings or thereafter. A strip of land at least 10 feet in width abutting the street right-of-way shall be landscaped with evergreen plants in accordance with the provisions of section 3.15(a) hereof. The set-back areas between the building lines and the property lines are to be used either for landscaped areas or for off-street surfaced parking and loading operations. A gatehouse shall be permitted in the set-back area provided the structure is limited to one story and 100 square feet in floor area. All setback areas shall be fully planted in a manner compatible and complementary to the architectural style of the building. A maximum slope of 3:1 is allowed in the setback areas. A transition shall be provided at the top and bottom of all slopes. The construction of streets outside the boundaries of the Plat shall not have the effect of converting any lot within the Plat to a corner lot.
- 3.9 **OUTSIDE STORAGE.** Outside storage shall not be permitted within the required setback areas that are between any public right of way and any

building fronting thereon but shall be allowed within the buildable Lot area and within the setback areas along interior property lines; Stored materials within the buildable Lot area should be screened from view from the public right of way upon which any building fronts by means of a fence or wall or landscaping no less than five and not more than 15 feet in height. Outside storage shall be permitted only for materials which are associated with the principle use conducted on the premises. Within the required setback areas lying between a public right of way and any building fronting thereon, the height of the stockpile should not exceed the height of the obscuring fence and such storage should be screened on all sides visible from adjacent public streets using materials designed to harmonize with the architectural design. The provisions of this section are subject to variances granted by the Declarant or by the Architectural Committee.

- 3.10 **FENCES AND WALLS.** No fence or wall shall be constructed closer than 10 feet from the right-of-way of a public street, and no fence or wall shall be constructed within a drainage easement. All fences and walls shall be designed and constructed in a manner that is complimentary to the architectural design of the building. Except for walls or fences constructed to screen areas as required herein, no fence or wall shall exceed 10 feet in height, plus appropriate barbed wire or other security devices,
- 3.11 **OFF-STREET PARKING.** Every permitted land use within The Park shall provide off-street parking facilities for automobiles, as required by Chapter 19.78 of the Longview, Washington, Municipal Code. No parking shall be permitted to be closer than 7 feet from an interior property line. Adjacent to dedicated open space, no parking or pavement shall be permitted closer than 15 feet. No parking is permitted on public streets.
- 3.12 **LOADING.** Any establishment where the loading and unloading of trucks is a normal part of its operation shall provide off-street truck loading facilities as follows:
- (a) Loading berths shall be permitted in the building setback areas, except that portion of a corner Lot formed by connecting two points 60 feet from the intersection of the street property lines.
 - (b) No berth shall be so located as to require direct entry and exit to the street.
- 3.13 **SIGNS.** Any signs of any kind to be displayed to the public view on any Lot shall be subject to the review of the Architectural Committee; provided however, that DECLARANT shall have the right, without approval of the Association or the Architectural Committee, to advertise The Park and any Lot within it for sale or lease by signs displayed to the public until such

time as all Lots within The Park have been sold DECLARANT. Provided, further, that any Lot Owner shall have the right to place signs upon such Owner's Lot in accordance with advertising such premises for said or lease. No signs shall be placed or maintained in or on the common areas, within the public rights-of-way, or within Utility Parcels except for directional, street or traffic control signs and devices of the Entity of City of Longview. All signs are subject to applicable Laws and Ordinances of the Entity of City of Longview, Washington.

Signs which serve to identify a business or a use shall be permitted, subject to the following requirements:

A. Attached signs:

(a) No attached sign shall exceed 1,000 square feet and no more than two attached signs shall be permitted for each building. No more than one building-mounted business identification sign shall be permitted for each street frontage. Provided, however, that a building containing more than one business occupant may also maintain an attached directory sign not exceeding 40 square feet.

(b) No sign shall protrude beyond the highest point of the building to which it is affixed, and shall not extend more than five feet from the wall of the building.

(c) All signs shall be stationary, and the stop and support structure shall be of permanent construction and attractive in appearance.

(d) Signs which restrict the view of adjoining properties or create confusion relative to interpretation of traffic signals shall not be permitted.

(e) Building-mounted identification signs shall be limited to the display of the building name or the name and/or symbol of the occupant of the site. No message or advertising of any kind, including the advertising of products, services or job openings, shall be permitted.

(f) Business or building identification signs may be mounted on any vertical surface of a building or building-associated wall, provided such signs appear as an integral part of the overall architectural and site design.

(g) Building-mounted identification signs may be illuminated by internal illumination or "backlighting" providing that the color or intensity of such lighting appears as an integral part of the overall architectural and site design. No sign illumination should cast a bright glare which will be visible

from any street or access drive or which is distracting to the operators of motor vehicles and no flashing or animated signs are permitted. Illuminated signs shall be of constant intensity.

B. Detached signs:

(a) No more than one detached business identification sign may be permitted on each street frontage of a developed Lot.

(b) Detached business identification signs shall be located within 20 feet of a fronting street and the access drive and shall not exceed 30 inches in height above the adjacent street grade if located in the first 10 feet adjacent to access drive closest to the street.

(c) Off premises commercial signs are prohibited.

(d) No detached sign shall exceed a surface area (each side) of 50 square feet. The sign area is the area of the surface or surfaces which displays letters or symbols identifying the business, businesses or occupants of the site, or, when the sign is of free standing letters, the single rectangular area which fully encloses all letters or symbols identifying the business, businesses or occupants of the site. The sign area shall not include the base or pedestal to which the sign is mounted.

(e) No plot plan shall be approved until the Department of Community Development of the Entity of City of Longview has found the signs to be in conformance with these regulations.

(f) All detached business identification signs shall be of such materials and design to be compatible with the building architecture and design.

(g) Detached business identification signs may be illuminated by "backlighting" or ground lighting. Signs may not be lit by internal illumination except as approved by the Architectural Committee. No flashing or animated signs shall be permitted.

3.14 LANDSCAPING.

(a) **LANDSCAPING PLANTINGS, AND THE EXTENT THEREOF:** The purpose of requiring landscaping and the planting of trees, shrubs, ground cover, grass and other planting materials is to develop and maintain The Park as an attractive area. It is intended that the amount, location, quality and quantity of such landscaping plantings shall be similar to and no greater than the location, quality and quantity thereof that is maintained

within the area between curbs and sidewalks in residential areas of the Entity of City of Longview.

(b) Setbacks:

(1) A strip at least 10 feet in width shall be landscaped. The remainder of area between the curb and the private property line shall be planted and maintained in a like manner by the property owner.

(2) The setback along interior property lines shall be at least 20 feet in width and, where deemed necessary by the Architectural Committee, shall be landscaped with approved plant material with visual screening characteristics.

(c) Parking Areas:

(1) Parking areas shall be landscaped with deciduous trees and evergreen ground covers to relieve monotony of pavement expanses. Areas abutting public rights-of-way shall be landscaped as provided in Longview, Washington, Municipal Code chapter 19.78.

(2) Parking areas should be screened from public and private view.

(d) Buildings and Structures: All buildings and structures, where practical, should have a five foot minimum planting strip around them to soften architectural lines.

(e) Landscape Maintenance: All landscaping shall be maintained in a neat appearing, healthy condition during all seasons and shall have provisions for irrigation.

(f) The landscaping standards set forth in this section provide generalized guidelines for obtaining harmony and continuity in the general character of the Mint Farm Industrial Park. Specific details pertaining to methods of installation, plant materials, irrigation standards other pertinent information relative to landscaping, shall be provided by the Lot owner to the Community Development Director of the Entity of City of Longview in submission of the Site Development Plans.

3.15 CONSTRUCTION OF IMPROVEMENTS. Construction of any improvements shall be diligently pursued and completed once such construction has commenced.

- 3.16 **NO TEMPORARY DWELLINGS.** No trailer, shack, or other outbuilding, or any other structure of a temporary character shall be used on any Lot, Tract or Common Area at any time, provided, however, that temporary sales or construction offices or other such structures shall be permitted on any Lot during the sales or construction period upon the approval of the same by the Architectural Committee or the Declarant, which approval shall not be unreasonably withheld.
- 3.17 **VACANT LOTS.** Vacant Lots and any Lots upon which improvements are under construction shall be maintained by their respective Owners in an orderly condition. Debris, weeds, or other waste material shall be removed or controlled on a regular basis by the Owner. Lots that are not improved or built upon shall be maintained in a clean and neat appearance so as to not detract from the overall appearance of The Park.
- 3.18 **TRASH.** No garbage, refuse, or rubbish shall be deposited or kept on any Lot or building except in a suitable enclosed container. All areas for the deposit, storage, removal, or collection of garbage or trash shall be screened from other Lots and from the public roads or Common Areas. All equipment and containers for the storage or disposal of trash, garbage, or other waste shall be kept in a clean and sanitary condition. No refuse container shall be permitted between a street and the building.
- 3.19 **LIGHTING.** All lighting potentially visible from and adjacent street, except bollard lighting less than 42 inches high, shall be indirect or shall incorporate a full cut-off shield type feature.

ARTICLE IV ARCHITECTURAL CONTROL COMMITTEE

- 4.1 **ESTABLISHMENT.** An Architectural Control Committee ("Architectural Committee") is hereby established for the purpose of ensuring consistency in the design of any and all Improvements upon the Lots, and preserving the landscaping and native vegetation of the same and ensuring proper maintenance of the property and its appurtenances. The Architectural Committee shall have three or more members, which shall consist of Entity of City of Longview staff personnel and Lot Owners or persons employed and designated by Owners. Lot Owners shall be fairly represented on said committee. The members shall be appointed and may be removed by Board of Directors of the Property Owners' Association. The members of the Architectural Committee shall designate one of their number to serve as chairman of the Architectural Committee and shall adopt such procedures and guidelines as they deem necessary for the orderly administration of their duties. Decisions rendered by the

Board of Directors of the Association prior to the establishment of the Architectural Committee shall be binding upon the Architectural Committee.

- 4.2 IMPROVEMENTS. No Improvement shall be erected, placed, altered or Lot line adjusted or parcel segregated on any Lot, until the Lot line adjustment or segregation or building plans, specifications, and plot plan (hereafter called "The Proposal"), showing the nature, kind, shape, height, materials, and locations of such building structure, segregation or other Improvement have been submitted and approved in writing by the Architectural Committee, or the Declarant, which approval shall not be unreasonably withheld if The Proposal complies with the criteria set forth below.
- 4.3 CRITERIA FOR IMPROVEMENTS. The Architectural Committee shall consider the following criteria in approving, rejecting, or modifying the plans for the Proposal submitted to it:
- (a) The harmony of the external design, color, and appearance of the Proposal in relation to the other developments within The Park.
 - (b) The conformance and compatibility of the Proposal with this Declaration, particularly in light of the following criteria: site coverage, building setbacks, landscape standards, parking and access requirements, architectural standards, screening requirements, lighting requirements, utilities service requirements and other elements contained in this Declaration.
 - (c) The location of the Proposal on the Lot with regard to slopes, soil conditions, existing trees and vegetation, drainage ditches, roads and surfaces, and existing buildings and other structures.
 - (d) The compliance of the Proposal with the covenants contained in this Declaration.
 - (e) The compliance of the Proposal with the provisions of the relevant ordinances of the Entity of City of Longview applicable to The Park.
 - (f) The compliance of the Proposal with the Plat and the conditions thereof.
 - (g) The harmony of the landscaping indicated in the Proposal with shrubs, bushes, hedges and ground cover on other Lots.
- 4.4 PROCEDURE. The Architectural Committee shall approve or reject all Proposals submitted to it within thirty (30) days from the date of the

submission of the Proposal to the Committee unless the Owner submitting the Proposal consents to an extension of the time for a decision. The Architectural Committee shall have the right to reject any Proposal which it decides is not suitable or desirable based on the above criteria. The Architectural Committee's decision shall be in writing, and if a Proposal is not approved, the decision shall include a reasonably detailed statement of the reasons for the Committee's action, including changes that would be required for approval of the Proposal. The Architectural Committee shall have the right to approve a Proposal subject to compliance with the above established criteria and conditions consistent with such criteria established by the Committee. The Owner acknowledges and is aware, that approval by the Architectural Committee hereunder shall not be deemed approval by the Entity of City of Longview or any other applicable governmental agency. In the event the Architectural Committee rejects a Proposal or any portion thereof, an Owner may resubmit such Proposal, modified accordingly, at any time for a review by the Architectural Committee. Failure of the Architectural Committee to respond within such 30 day period shall be deemed to be approval of the Proposal.

- 4.5 VARIANCES. The Architectural Committee and/or the Declarants shall have the authority, in their discretion, to grant variances in the requirements of sections 3.4, 3.5, 3.7, 3.8 and 3.9.
- 4.5 PROPOSALS. Proposals submitted to the Architectural Committee shall contain sufficient information to enable a decision to be made. The Architectural Committee shall have the authority to request additional information, drawings, specifications, and data, and to delay its response until receipt thereof followed by sufficient time to consider the same. Minimum information required to be submitted with all proposals includes the following:
- (a) A scaled site plan including calculations on Lot size, building footprints, locations of exterior process equipment, pertinent coverage ratio calculations, identification and dimensions of setbacks, fencing, parking space calculations, trash enclosures, identification of surface types (gravel, paving, etc.).
 - (b) Landscaping print.
 - (c) Board with samples of exterior materials, color chips, etc.
 - (d) Elevations with dimensions, including fencing details.
 - (e) All signage details, including locations, lighting and dimensions.

- 4.6 NO LIABILITY. The members of the Architectural Committee shall have no personal liability for any action by or decision of the Architectural Committee. By acceptance of a deed to any Lot within The Park, the Owner of that Lot agrees and covenants to not bring or maintain any action against any member of the Architectural Committee which seeks to hold that member or Declarant personally or individually liable for costs or damages relating to or caused by any action of or decision by the Architectural Committee or Declarant in accordance with the provisions of this Declaration.
- 4.7 FEES. The Architectural Committee shall have the authority to require payment by the Owner of fees and expenses deemed necessary for the review of Proposals. An estimate of the amount thereof shall provided to the Owner before they are incurred. Approval of any Proposal may be withheld pending payment of such fees. Such fee shall be chargeable to the Owner of the Lot submitting such Proposal to the Architectural Committee for approval.
- 4.8 TERMINATION OF ARCHITECTURAL COMMITTEE. There shall be no termination of the Architectural Committee until such time as no Lot is owned by the Declarant and all construction of Improvements has been completed on all Lots. Provided, however, that the Owners may terminate the Architectural Committee prior to that time by an appropriate recorded amendment of this Declaration. Upon the termination of the Architectural Committee, the Association shall assume the obligations imposed upon the Architectural Committee by the terms of this Declaration. The Association and the Owners of Lots within The Park may, after termination of the Architectural Committee, at their election, elect or appoint a separate group to perform the obligations of the Architectural Committee hereunder. Notification of the termination of the Architectural Committee shall be given, in writing, to all owners of record, and Property Owners' Association, and the Entity of City of Longview, at least 30 days prior to the effective date thereof and such termination shall not occur until the Association has assumed the duties of such Architectural Committee by the formation of and appointment of persons to its own similar committee.

ARTICLE V
PROPERTY OWNERS' ASSOCIATION

- 5.1 MEMBERSHIP. Every person or entity who is an Owner of any Lot shall be or become a member of the Association. Membership shall be appurtenant to 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 said Lot and then only to the transferee of such title thereto. All Owners shall have rights and duties as specified in this Declaration.

- 5.2 **VOTING RIGHTS.** Owners, including the Declarant, shall be entitled to one vote for each 10,000 square feet in each Lot, or major fraction thereof, owned by any Owner; provided that so long as the Declarant owns any Lot, Declarant shall have three (3) votes for each 10,000 square feet, or major fraction thereof, then owned by the Declarant. Should the calculation of any Owner's votes result in a figure for total votes applicable to that Owner other than a whole number, the number of votes applicable to that particular Owner shall be such that the number of total votes shall be the nearest whole number. When more than one person or entity owns an interest in any Lot the vote for such Lot shall be exercised as they among themselves determine, but in no event shall any vote be divided among the Owners. The voting rights of any Owner may be suspended following a breach as provided in this Declaration, or in the Articles or By-Laws of the Association.
- 5.3 **MANAGEMENT OF COMMON AREAS AND ENFORCEMENT OF DECLARATIONS.** With the exception of the Entity of City of Longview's authority to enforce certain provisions of this Declaration as set forth in paragraph 8.4, the Association shall have the sole authority and obligation to manage and administer the Common Areas and to enforce the terms of this Declaration. Such authority shall include all authority provided for in the Association's Articles, By-Laws, rules and regulations as initially adopted, or as hereinafter amended, and all the authority granted to the Association by this Declaration, either directly or by necessary implication.
- 5.4 **AUTHORITY OF THE BOARD.** The Board, for the benefit of The Park and the Owners, shall enforce the provisions of this Declaration, shall manage and operate the Common Areas and Improvements thereon and shall acquire and shall pay for, out the Common Expense Fund, all goods and services requisite for the proper functioning of The Park and the Common Areas, and any other facet of The Park and shall have all the rights, powers and authorities more particularly stated in the Articles and By-Laws. The Board shall have the power to adopt and enforce rules and regulations from time-to-time governing the use of The Park, its Common Areas, and Streetscape Areas, by Owners and their guests. Any such rules and regulations shall become effective thirty (30) days after promulgation or amendment and thirty (30) days after a notice and copy thereof shall have been mailed to all Owners. A copy of the rules and regulations then in force shall be retained by the Secretary of the Association.

5.5 **PROPERTY RIGHTS IN COMMON AREAS AND STREETSCAPE AREA.** Every Owner, its employees, tenants, business invitees and licensees shall have a right and easement of enjoyment in and to and an easement for ingress and egress over and upon the Streetscape Area and Common Areas for the common use of all Owners which right shall be appurtenant to and shall pass with the title to every Lot subject to the following restrictions:

(a) The rights reserved to the Declarant in this Declaration,

(b) The other restrictions, limitations and reservations contained or provided for in this Declaration and in the Articles and By-Laws of the Association, and

(c) Any restrictions of use imposed by the City of Longview in approval of The Mint Farm Industrial Park, Plat No. 1 and on the property as described in Exhibit B.

ARTICLE VI MAINTENANCE AND COMMON EXPENSE

6.1 **MAINTENANCE OF COMMON AREAS.** The Entity of City of Longview shall maintain all Improvements in the Common Areas and appurtenances thereto, including but not limited to, all storm drainage channels, the open space areas and the landscaped street medians within the public rights-of-way of The Park.

6.2 **MAINTENANCE OF UTILITY PARCELS.** The Entity of City of Longview, as the owner of the Utility Parcels, shall maintain said parcels and any improvements thereon in a manner equal to its maintenance of public parks located in the Entity of City of Longview.

6.3 **OWNERSHIP AND MAINTENANCE OF SPECIFIC COMMON AREAS.** Tracts A, B, C, D, E, and F, shall remain in the ownership of the Entity of City of Longview and shall be maintained by the Entity of City of Longview. In addition, the Entity of City of Longview shall comply with and pay the cost of maintaining said tracts in accordance with the requirements of the U.S. Army Corps of Engineers as set forth in Permit No. 96-4-00177.

OWNERSHIP AND MAINTENANCE OF THE WETLAND MITIGATION AREA shall be transferred to the Entity of City of Longview, and on completion and approval by the U S Army Corps of Engineers, maintenance thereof shall be maintained by the Entity of City of Longview

in accordance with the requirements of the U S Army Corps of Engineers as set forth in Permit No. 98-4-00832.

THE AREAS WITHIN EXHIBIT "B" described as "utility substation areas", and as reserved for "existing and future public rights of way" and "utility easements" shall be transferred to and thereafter maintained by the appropriate public entities responsible therefore.

6.4 MAINTENANCE OF LOTS, UTILITIES AND STREETSCAPE AREAS.

(a) The maintenance, upkeep, and repair of individual Lots and the Improvements and utilities thereon shall be the sole responsibility of the Owners thereof. Any action necessary or appropriate to the maintenance and upkeep of such individual Lots, the landscaping, irrigation, sewer and water systems, storm drainage systems, other utility systems, all improvements including, but not limited to, building exteriors and roofs, recreation areas, signage, parking areas and sidewalks, gas, telephone, or electrical or television facilities, and property taxes shall be the sole responsibility of the individual Lot Owners.

(b) The Association shall be solely responsible for maintenance of landscape and the cost of maintenance, repair and operation of the irrigation system and sidewalk facility within the Streetscape Area. The Association may contract with a landscape maintenance firm for all the Association's maintenance responsibilities and may, at the Association's sole discretion, similarly contract with such firm for maintenance of all or a portion the Streetscape Area landscaping on each Lot or tract, but, in such event, each Owner shall be responsible for payment of all costs and expenses in connection with maintenance of such Owner's Streetscape Area by the Association which cost shall be added to the annual assessment for Common Expenses and prorated to each Owner on the basis of their front footage of Streetscape Area. The Association may, at its sole discretion, accept responsibility to maintain all or a portion of the landscaping and/or to pay the monthly water service charge for irrigating the Streetscape Area.

6.5 MAINTENANCE RESPONSIBILITIES. Each Owner hereby covenants and agrees to maintain its respective Lot and Improvements located thereon in a neat and orderly manner consistent with that of similar first class industrial parks in the Pacific Northwest and other Lots within The Park. If any Owner should fail to maintain its Lot in such a condition, the Association shall have the right to notify said Owner in writing of the maintenance required. If said maintenance is not performed within thirty (30) days of the date of such notice, the Association shall have the right to enter onto the offending Lot, provide such maintenance and levy an

assessment against the Lot Owner and its Lot for the cost of providing such maintenance. Said assessment shall constitute a lien against the Lot owned by the nonperforming Lot Owner and may be collected in the same manner as any other monthly or special assessment and, if not paid within thirty (30) days after said assessment is levied, the Association shall have all remedies for collection as provided for in this Declaration.

6.6 MAINTENANCE OF STORM DETENTION SYSTEM. All Owners shall maintain in proper working order all roof drains, storm drains and drainage swales located on or in the Lot, including but not limited to, the individual storm detention and conveyance system. Should any Owner fail to maintain its detention and conveyance system in a manner consistent with standards of The Park, the Entity of City of Longview, or other agencies having requisite jurisdiction, the Association shall have the right to perform such maintenance and make such assessment in a manner set forth in Section 6.5, above.

6.7 ASSOCIATION EXPENSES. Certain expenses shall be paid by the Association for the benefit of all Owners and shall be referred to as "Common Expenses". The Common Expenses shall be paid by the Association from the Common Expense Fund established by assessments paid by Lot Owners and property owners as herein provided. Costs for work performed on or improvements or services provided with respect to any portion of a Lot that is not part of the Common Areas will not be included in Common Expenses unless so approved by the Association and the Lot owners. The Common Expense Fund shall include, but shall not be limited to, funds for the following:

(a) The expense of maintaining the Common Areas,

(b) The real property and other taxes and all governmental benefit assessments upon the Common Areas,

(c) The cost of maintaining liability insurance coverage on the Common Areas, in accordance with Article IX,

(d) The cost of maintaining landscaped street median areas within the dedicated rights-of-way of streets located within the Park,

(e) Utility charges attributable to the Common Areas,

(f) The cost of maintaining entrance improvements to the Park including, but not limited to, directories, signs, lights, fences, walls, plantings, landscaping,

(g) Any other expense reasonably related to the health, safety and welfare of the Owners, guests, business invitees, employees and licensees of The Park and which shall be determined by the Association and designated as a Common Expense by the Association.

(h) The cost of business park security measures as deemed reasonably appropriate by the Association.

(i) The administration of the Association and the expenses reasonably incurred in carrying out its powers and duties, including the cost of any contractors employed by the Association to perform any of its duties.

- 6.8 **IMPROVEMENT OF THE COMMON AREAS.** The City of Longview hereby agrees that heretofore it has or it will construct certain improvements on Tracts A, B, C, D, E and F in accordance with the requirements of the Entity of City of Longview. Public and Lot Owner access to these tracts is not available in accordance with U.S. Army Corps. of Engineer restrictions.

ARTICLE VII ASSESSMENTS

- 7.1 **ANNUAL ASSESSMENTS.** Each Lot shall be subject to annual assessments or charges and certain special assessments in an amount to be determined by the Association. Annual assessments shall commence on a date to be determined by the Association. Subsequent assessments shall be due and payable on a schedule established by the Association. Notices of the amount of such assessments shall be given to each Owner not less than 60 days in advance of the due date for payment thereof. Provided, however, that until such time as the Association becomes organized and determines the amount of the annual assessments, the Entity of City of Longview will pay the cost of such charges. Common Areas and Utility Parcels and specific tracts and lots identified in Exhibit "B" as "wetland mitigation areas", as "utility substation areas", and as reserved for "public rights of way" and "utility easements", shall be exempt from assessment.
- 7.2 **ASSESSMENTS TO BE PAID IN ADVANCE.** In order that the Association may have funds with which to pay Common Expenses in a timely manner, all annual assessments shall be paid by Owners in increments equal to the assessments of 6 months' or more, in advance. Within 30 days after becoming an Owner, payment shall be made to the Association of a sum equal to the assessments chargeable to the Owner's Lot for the then ensuing period of 6 months. All Lots within The Mint Farm Industrial Park,

Plat No. 1, until sold by the City of Longview, shall be subject to all assessments and shall be paid by the City of Longview to the Association, in advance, on a monthly basis or semi-annual basis (at the option of said City).

- 7.3 **BOARD DETERMINATION OF THE AMOUNT OF ASSESSMENTS.** The Board of Directors of the Association shall determine the amount of assessments necessary to pay Common Expenses. The amount of assessments may be increased or decreased periodically as may be necessary from time-to-time to properly provide for payment of the Common Expenses. The share of Common Expenses allocated to each Lot shall be the ratio that the proportionate square footage of the Lot bears to the total square footage of all Lots.
- 7.4 **ASSESSMENT CERTIFICATES.** The Association shall, upon written request, furnish a certificate in writing setting forth whether the assessment on a specified Lot has been paid. A reasonable charge may be made for issuance of such certificates.
- 7.5 **SPECIAL ASSESSMENTS.** In addition to the regular assessments authorized above, the Association, by and through its Board of Directors, may levy in any year a special assessment applicable to that year only for purposes of defraying in whole or in part the cost of the following, including but not limited to, any construction or reconstruction, unexpected repair or replacement of facilities in the Common Areas including the necessary fixtures and personal property related thereto, or of facilities or improvements of common benefit to the Park where located.
- 7.6 **ADDITIONAL LOTS.** In the event that additional Lots are added to The Park by reason of division of large Lots into smaller Lots, all such additional Lots shall be subject to this Declaration and thereafter the share of assessments for all Lots subject to assessments shall be adjusted accordingly.
- 7.7 **CREATION OF LIEN, PERSONAL OBLIGATION AND PROTECTION OF MORTGAGEES.** Each Owner of a Lot within The Park, by acceptance of the deed to or other conveyance of that Lot, shall be deemed to covenant and agree to pay any and all assessments provided for herein, and any assessment or any portion thereof not paid when due, together with any interest, costs and attorney's fees incurred for collection thereof shall be a continuing lien upon the Lot within The Park which may be foreclosed by the Association in the manner provided by law for the foreclosure of a mortgage on real property. Each Lot Owner shall also be personally obligated to pay the amount of any assessment levied against their interest, and costs and attorney's fees for collection of that assessment.

This personal obligation shall not be released by any transfer of the Lot subsequent to the effective date of the assessment.

Notwithstanding all other provisions hereof, the liens created under this Declaration upon any Lot for assessments shall be subject to tax liens on the Lot in favor of any assessing and/or special district and be subject to the rights of the secured party in the case of any indebtedness secured by first lien mortgages or deeds of trust which were made in good faith and for value upon the Lot. A mortgagee of a Lot, or other purchaser of a Lot, who obtains possession of a Lot as a result of foreclosure or deed in lieu thereof will be liable for any assessments accruing after such possession. Such unpaid share of common expenses or assessments shall be deemed to be common expenses collectible from all of the Lot Owners including such possessor, his (its) successors and assigns. For the purpose of this Article, the terms "mortgage" and "mortgagee" shall not mean a real estate contract (or the vendor thereunder), or a mortgage or deed of trust (or mortgagee or beneficiary thereunder) securing a deferred price balance owed with respect to a sale by an individual Lot Owner other than Declarant.

ARTICLE VIII ENFORCEMENT

- 8.1 **PROCEDURE.** If any assessment is not paid according to the procedures established by the Association, the amount of the assessment shall bear interest at the rate of 8 % per annum and the Association may file a notice of lien on the Lot or other property subject to the unpaid assessment for the amount of the assessment plus interest. The Association may bring an action at law to enforce payment of delinquent assessments against the Owner of the Lot or other property subject to the unpaid assessment in order to recover the amount of the assessment and the Association may also take whatever measures are provided for by law to foreclose or collect on the lien filed on the Lot or other property subject to the assessment. If a legal action is initiated to enforce or collect any assessment, the prevailing party shall be entitled to recover court costs, actual attorney's fees and other expenses of litigation.
- 8.2 **PAYMENTS IN ARREARS.** If any Owner shall be in arrears on the payment of an assessment due or should be in default in the performance of any of the terms of the Declaration, the rules or regulations of the Association or the By-Laws for a period of thirty (30) days after written notice thereof said member's right to vote shall be suspended and shall remain suspended until all payments are brought current and all defaults remedied; provided, however, that such suspension shall not be effective

in the event of a dispute concerning such assessment until such dispute is resolved by agreement, arbitration or court determination. In addition, the Association shall have any other remedies against such delinquent Owners as may be provided for by the Articles, By-Laws or Declaration.

8.3 OWNERS AND ASSOCIATION RIGHTS AND REMEDIES. Any Owner of any Lot and the Association shall have all rights and remedies available to it in law and in equity to enforce this Declaration, the Articles and By-Laws against any Owner not in compliance therewith. The prevailing party in any action brought to enforce the Covenants contained in this Declaration shall have the right to collect attorney's fee court costs, and other expenses of litigation, in addition to any damages which may be awarded.

8.4 ENFORCEABILITY BY ENTITY OF CITY OF LONGVIEW. The Entity of City of Longview is a third-party beneficiary to this Declaration and shall have the right but not the obligation, as long as it continues to be the owner of land within the Exhibit "A" property, to enforce the provisions of this Declaration listed below:

ARTICLE: SECTION:

III	3.1
III	3.2
III	3.3
III	3.4
III	3.5
III	3.6
III	3.7
III	3.8
III	3.9
III	3.10
III	3.11
III	3.12
III	3.13
III	3.14
III	3.15
III	3.16
III	3.17
III	3.18
III	3.19
IV	4.2
IV	4.8
VI	6.1

VI	6.2
VI	6.3
VI	6.5
VI	6.7
XI	11.8

8.5 **HOLD HARMLESS.** Each Owner shall indemnify, defend and hold the Association harmless from and against all losses, liabilities, claims (including mechanics or materialmen losses), costs (including attorneys fees), actions or damages incurred by the Association as a result of any breach of this Declaration by such Owner or arising out of any personal injury or property damage caused by or arising out of such Owner's use of the Common Area.

**ARTICLE IX
UTILITIES**

There is reserved to the utility district or utility company providing utility service, when such utility district or utility company serves The Park, the right to connect improvements upon the Lots with the utility service lines, for which service the Owner shall pay the then prevailing price for such connections as charged by such utility district or utility company.

**ARTICLE X
INSURANCE**

The Association shall have the authority to and may obtain insurance for the Common Areas against loss or damage by fire or other hazards in an amount sufficient to cover the full replacement in the event of damage or destruction. It may also obtain a broad form public liability policy covering the Common Areas. All such insurance coverage shall be written in the name of the Association as trustee for the Owners. Cost of the insurance shall be a Common Expense.

**ARTICLE XI
MISCELLANEOUS**

11.1 **RULES AND REGULATIONS.** The Association and/or its Board of Directors is hereby authorized and empowered to adopt rules and regulations governing the use of the Common Areas. All Owners shall be given written notice of such rules and regulations.

- 11.2 **WAIVER.** The failure to enforce any Covenant contained in this Declaration shall not be deemed a waiver of the right to enforce such a Covenant.
- 11.3 **SEVERABILITY.** If any Covenant contained in this Declaration is held invalid, the remainder of the Declaration shall not be affected and shall continue in full force and effect.
- 11.4 **CAPTIONS.** The captions in the Declaration are inserted only as a matter of convenience and for reference, and in no way describe, define, or limit the intent of this Declaration. The captions are not to be used in interpreting this Declaration.
- 11.5 **MUNICIPAL ORDINANCES.** These Covenants shall in no way restrict the effect of any ordinance adopted by a municipal corporation having jurisdiction over any portion of the Property subject to this Declaration.
- 11.6 **INTERPRETATION.** Except as to the Entity of City of Longview, the Association shall have the right to determine all questions arising in connection with this Declaration and to construe and interpret the provisions of this Declaration. Its reasonable good faith determination, construction, or interpretation of this Declaration, absent manifest error, shall be final and binding on all parties except the City of Longview.
- 11.7 **AMENDMENT.** This Declaration may be amended only by a written instrument duly recorded with the Cowlitz County Auditor's office. A proposed amendment must be approved by a simple majority of the total votes of owners (including the City of Longview to the extent of its ownership of Lots) and shall not contravene any condition of the plat approval established by the Entity of City of Longview. Notification of any termination, extension, modification, or amendment shall be provided to the Entity of City of Longview Department of Community Development, and if the termination, extension, modification, or amendment constitutes a major change such termination, extension, modification, or amendment shall not become effective until approved by the Entity of City of Longview after review and recommendations by the Entity of City of Longview Planning Commission. Any amendment to this Declaration imposing more onerous restrictions or any method of imposing or amount of assessments other than as permitted herein as to any Lot or other land ownership shall require the unanimous approval of the Owners.
- 11.8 **DURATION.** The easements and covenants created in this Declaration shall run with and bind the Property, and shall inure to the benefit of and shall be enforceable by the Association or any Owner, their respective legal representatives, heirs, successors, and assigns, perpetually to the extent provided by law; provided, however, so long as and to the extent

that Washington law limits the period during which covenants restricting land to certain uses may run, any provisions of this Declaration affected thereby shall run with and bind the land so long as permitted by such law, after which time, any such provision shall be (a) automatically extended (to the extent allowed by applicable law) for successive periods of ten (10) years, unless a written instrument reflecting disapproval signed by the then Owners of at least two-thirds (2/3) of the Lots and Declarant (so long as Declarant owns any Lot) for development has been recorded within the year immediately preceding the beginning of a ten (10) year renewal period agreeing to change such provisions, in whole or in part, or to terminate the same, in which case this Declaration shall be modified or terminated to the extent specified therein; or (b) extended as otherwise provided by law. Every purchaser or grantee of any interest (including, without limitation, a security interest) in any Lot, by acceptance of a deed or other conveyance therefor, thereby agrees that such provisions of this Declaration may be extended and renewed as provided in this Section.

11.9 CERTAIN AMENDMENTS SUBJECT TO APPROVAL BY WEYERHAEUSER CORPORATION OR ITS SUCCESSOR.

The provisions of Article III, Section 3.2 may not be amended or modified without the approval of 70% of all of the Owners of Lots and the written approval of Weyerhaeuser Real Estate Development Company until such time as Weyerhaeuser Real Estate Development Company no longer owns any Lot.

11.10 ADDITIONAL AMENDMENTS SUBJECT TO APPROVAL BY ENTITY OF CITY OF LONGVIEW

LONGVIEW. The covenants listed in Article VIII, paragraph 8.4 herein shall not be modified, amended or deleted without approval by the Entity of City of Longview City Council. Further, if by way of amendment to this Declaration, the maintenance of storm drainage facilities, landscaping street medians and street rights-of-way beyond the pavement edge is materially modified, such amendment shall not become effective until approved by the Entity of City of Longview Department of Public Works, such approval not to be unreasonably withheld.

11.11 NON-CONFORMING RIGHTS. No future amendment of this DECLARATION OF PROTECTIVE COVENANTS, CONDITIONS, RESTRICTIONS, EASEMENTS, AND AGREEMENTS shall be applicable to any building or structure existing on the date of such amendment.

IN WITNESS WHEREOF, the undersigned Declarants have executed this February 2008, Amended and Restated Declaration this day 29TH SEPT, 2008.

City of Longview, Washington

By: Robert Gregory
City Manager

Attest: Ann C Davis
City Clerk

Approved as to form:

Anthony P. Pettibone
City Attorney

APPROVAL OF AMENDMENT

The foregoing "FEBRUARY, 2008 AMENDED and RESTATED DECLARATION OF PROTECTIVE COVENANTS, CONDITIONS, RESTRICTIONS, EASEMENTS, AND AGREEMENTS FOR THE MINT FARM INDUSTRIAL PARK," is hereby approved by the following property owners, each having the number of votes as indicated below:

Dated this 10 day of SEPT, 2008.
City of Longview, Washington
Owner of 29.21 acres, and having 127 votes:

By: Robert Ferguson
City Manager

Dated this 17 day of July, 2008.
Epson Toyocom Seattle, Inc.
Owner of 8.40 acres, and having 37 votes:

By: Stan Hespinote
President

Dated this 16 day of JULY, 2008.
Flexible Foam Products, Inc.
Owner of 34.71 acres, and having 151 votes:

By: [Signature]
GENERAL MANAGER
Title

Dated this 15th day of Sept., 2008.
Weyerhaeuser Real Estate Development Company
Owner of 140 acres (constituting the land described in Exhibit "B"), and having 1830 votes:

By: [Signature]
Vice President
Title

Dated this 10 day of JUNE, 2008.
Nitta Gelatin, Inc.
Owner of 8.93 acres, and having 39 votes:

By: [Signature]
PRESIDENT
Title

Dated this 4th day of AUGUST, 2008.
Woodinville Lumber/Tri-County Truss
Owner of 37.77 acres, and having 165 votes:

By: [Signature]
V.P. OPERATIONS
Title

Dated this 16 day of June, 2008.
Mint Farm Energy Center, LLC
Owner of 11.42 acres, and having 50 votes:

By: [Signature]
PLANT MANAGER
Title

Dated this 26 day of June, 2008.
Northwest Renewable, LLC
Owner of 31.78 acres, and having 138 votes:

By: [Signature]
Vice President
Title

EXHIBIT "A"

Plat No. 1 of The Mint Farm Industrial Park, Cowlitz County, Washington recorded in Volume 13 of Plats, Pages 71 and 72, records of Cowlitz County, Washington and subsequent Replat of The Mint Farm Industrial Park Plat No. 1, Cowlitz County, Washington recorded in Volume 14 of Plats, Page 73, records of Cowlitz County, Washington.

