



3819279

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04/27/2004 10:43A

RANDALL B PRINTZ

COV

25.00 Clark County, WA

Return Recorded Instrument to:

Randall B. Printz, Attorney at Law
Landerholm, Memovich,
Lansverk & Whitesides, P.S.
PO Box 1086
Vancouver, WA 98666-1086

<p>Document Title(s) (or transactions contained therein):</p> <p>Conservation Covenant Running with the Land</p>
<p>Reference Number(s) or Documents assigned or released:</p> <p>Additional reference numbers on page _____ of document</p>
<p>Grantor(s) (Last name first, then first name and initials):</p> <p>IRVING G SNYDER JR.</p> <p>Additional names on page _____ of document</p>
<p>Grantee(s) (Last name first, then first name and initials):</p> <p>CITY OF CAMAS</p> <p>Additional names on page _____ of document</p>
<p>Legal Description (abbreviated: i.e. lot, block, plat or section, township, range):</p> <p>NE 1/4 Section 3, Township 1 North, Range 3 East SE 1/4 Section 34, Township 2 North, Range 3 East</p> <p>Additional legal is on page _____ of document</p>
<p>Assessor's Property Tax Parcel\Account Number:</p> <p>Parcel 081958-034& 084921-000</p>

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



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Clark County, WA

Parcel # 081958-034 & 084921-000

¼ Sec-T-R: NE ¼ Section 3, Township 1 North, Range 3 East, Willamette Meridian &
SE ¼ Section 34, Township 2 North, Range 3 East, Willamette Meridian;

Project: Lakeridge Subdivision

CONSERVATION COVENANT RUNNING WITH THE LAND

A COVENANT to the City of Camas, State of Washington, hereinafter "the City", in conjunction with the City of Camas Lakeridge Subdivision application SUB #01-02 relating to certain real property in which Owners on behalf of themselves and all their heirs, assigns and successors in interest covenant to the City that a certain treed area north of the proposed limits of disturbance and south of the identified limits of reactivated slide area shown on the approved plat will be maintained in its natural state.

Owners herein covenant and agree to the City on behalf of themselves and all of their heirs, assigns and successors in interest into whose ownership the below described real property might pass, as follows, it being specifically agreed and covenanted that this is a covenant running with the land hereinafter described.

1. Owners are the sole and exclusive owners of the following described property located in Clark County, State of Washington: SEE Exhibit "A".
2. It is the purpose of this covenant to prohibit the cutting, topping, or clearing of significant trees within this area as legally described on Exhibit "B" and depicted on Exhibit "C". The definition of "significant trees" shall be consistent with Camas City Code, Section 18.31.080. This section defines "significant trees" as evergreen trees eight inches (8") in diameter or



greater, as measured four feet (4') above existing grade, and deciduous trees, other than red alder or cottonwood, twelve inches (12") in diameter or greater, measured one foot (1') above the root crown. Also consistent with City of Camas Code, Section 18.31.060(C), existing native vegetation within the buffer area shall be maintained.

3. Consistent with the purpose of this covenant, this area, as legally described in, or depicted upon the Plat, shall be left in a natural state, except for maintenance purposes. Unless otherwise approved by the City, the following activities shall not occur within such areas: the cutting, topping, or clearing of trees.
4. For any maintenance or vegetation removal that should need to occur, such activities in this area will need to comply with City of Camas Code, Section 18.31.090(B). This section states that a vegetation removal permit will be required for vegetation removal in environmentally sensitive areas. All persons seeking to remove vegetation from an environmentally sensitive area shall first obtain a permit from the City of Camas. An application for such permit shall be filed with the Public Works Department and shall contain information relating to the proposed removal of vegetation, including but not limited to the location and species of plants and vegetation proposed to be removed, the contours of the subject property, soils information, the proposed schedule of removal, and any other information required by the Public Works Director.
5. The provisions of this covenant are enforceable in law or equity by the City and its successors.
6. This covenant and all of its provisions, and each of them, shall be binding upon the current owners until such time as they no longer have an interest in the real property; and then upon any and all of their heirs, assigns and successors in interest into whose ownership the above-described real property may pass, and any obligations made herein by owners, shall be enforceable against all of their heirs, assigns and successors in interest into whose ownership the above-described real property may pass.



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Clark County, WA



DESIGN GROUP

8513 NE Hazel Dell Ave., Suite 202
Vancouver, WA 98665
P 360.573.0370
F 360.573.0390
www.lcdesign.com

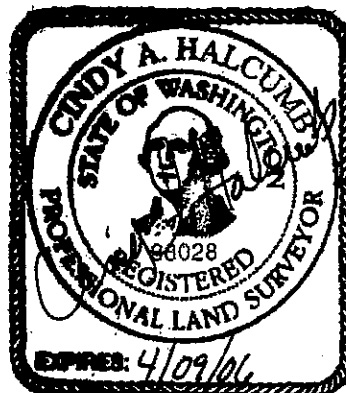
Exhibit "A"

Legal Description

April 13, 2004

That Tract of Land described in deed to Irving G. Snyder, Jr., recorded in Auditor's File Number 3095356, Clark County Deed Records.

Also being know as Assessor's Property Tax Parcel 081958-034 in the Northeast ¼ of Section 3, Township 1 North, Range 3 East, Willamette Meridian, together with Assessor's Property Tax Parcel 084921-000 in the Southeast ¼ of Section 34, Township 2 North, Range 3 East, Willamette Meridian, City of Camas, Clark County, Washington.





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DESIGN GROUP, INC.

EXHIBIT "B"

8513 NE Hazel Dell Ave., Suite 202
Vancouver, WA 98665
P 360.573.0370
F 360.573.0390
www.ldcdesign.com

CONSERVATION EASEMENT

Legal Description

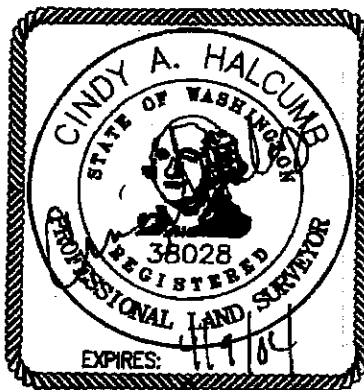
February 18, 2004

A portion of the Northeast ¼ of Section 3, Township 1 North, Range 3 East, Willamette Meridian, together with a portion of the Southeast ¼ of Section 34, Township 2 North, Range 3 East, Willamette Meridian, City of Camas, Clark County, Washington, being more particularly described as follows:

Beginning at a the ¾" Iron Pipe marking the North ¼ Corner of Section 3, Township 1 North, Range 3 East, Willamette Meridian; thence along the West Line of the Southeast ¼ of Section 34, Township 2 North, Range 3 East, Willamette Meridian, N00°45'11"W, 42.07 feet; thence leaving said line, S46°33'33"E, 255.14 feet; thence N78°04'39"E, 125.44 feet; thence S84°15'10"E, 140.66 feet; thence S37°00'06"E, 69.70 feet; thence S17°15'22"E, 70.32 feet; thence S38°06'03"E, 18.68 feet; thence S54°58'08"E, 50.25 feet; thence S47°58'25"E, 47.97 feet; thence S42°57'03"E, 81.59 feet; thence S15°46'12"E, 66.20 feet; thence S47°58'23"E, 87.91 feet; thence S42°45'32"E, 38.18 feet, thence S52°22'30"E, 68.47 feet; thence S02°47'54"E, 27.90 feet to a point of curvature; thence along the arc of a 181.05 foot radius curve concave to the Northeast, through a Central angle of 41°16'45" (Chord Bears S23°33'52"E, 127.64 feet) a distance of 130.44 feet to a point of non-tangency; thence S46°49'36"W, 75.00 feet; thence N50°23'14"W, 136.26 feet; thence S83°06'05"W, 41.40 feet; thence N 46°45'00"W, 43.99 feet; thence N70°25'12"W, 77.63 feet; thence N39°41'27"W, 124.61 feet; thence N78°52'56"W, 22.17 feet; thence N48°59'59"W, 88.30 feet; thence N78°59'51"W, 59.68 feet; thence N06°53'50"W, 19.43 feet; thence N46°07'46"W, 39.00 feet; thence N86°20'57"W, 24.59 feet; thence N49°05'36"W, 51.35 feet; thence S71°35'10"W, 34.08 feet; thence N65°16'13"W, 23.33 feet; thence S81°58'09"W, 35.12 feet; thence N64°29'51"W, 173.36 feet to the West line of the Northeast ¼ of said Section 3; thence along said line, N00°12'38"E, 310.53 feet to the point of beginning.

Containing 5.681 Acres.

The Bearings are based along the West line of the Northeast ¼ of Section 3, Township 1 North, Range 3 East, Willamette Meridian, per Summit Oaks Estates Phase III-A as recorded in Book 311, Page 63, Clark County Plat Records.





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CONSERVATION EASEMENT

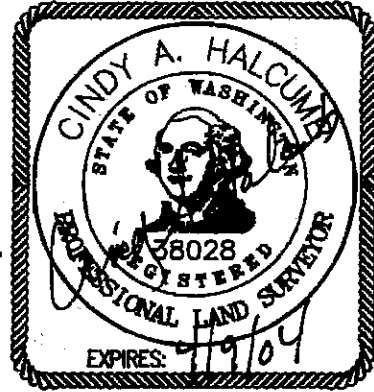
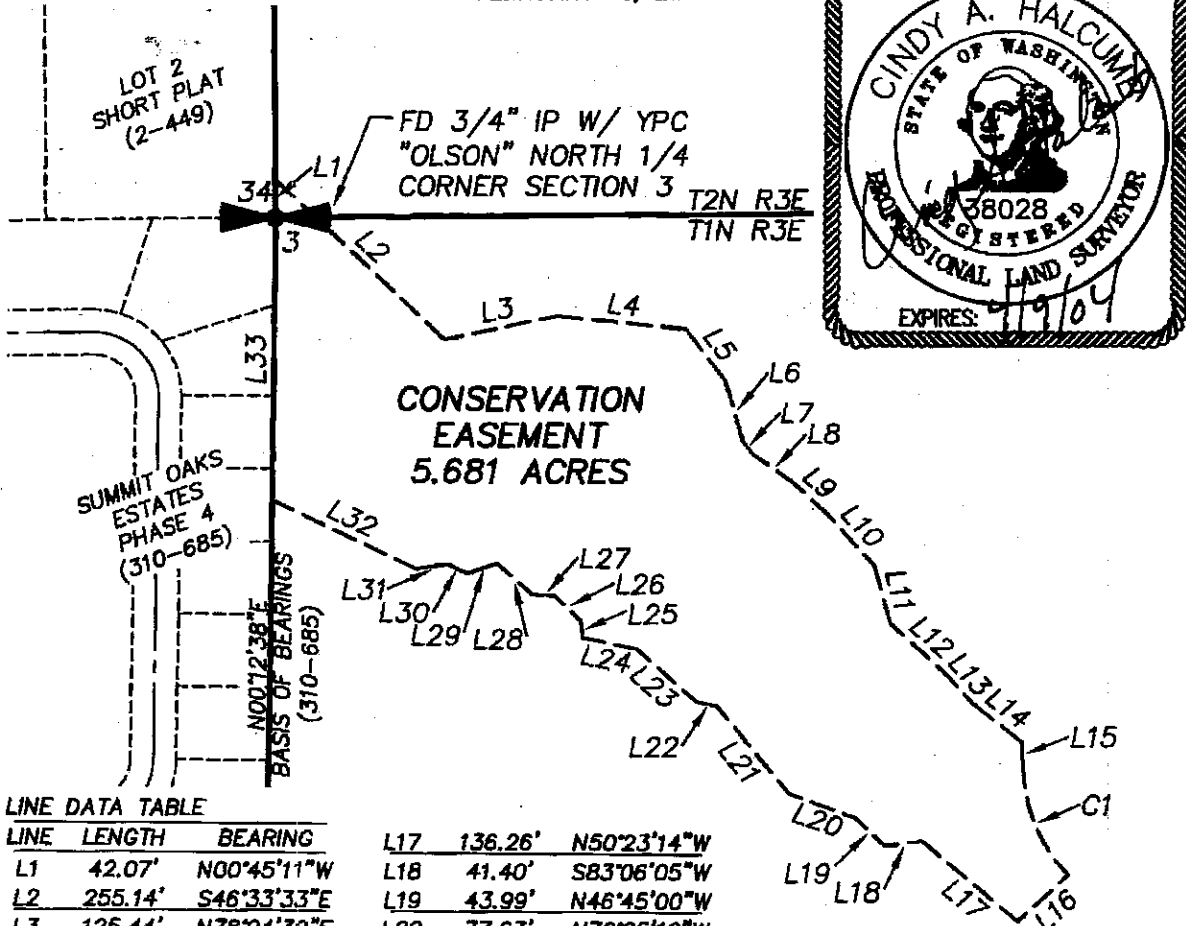
EXHIBIT "C"

A PORTION OF THE NE 1/4 OF SECTION 3,
TOWNSHIP 1 NORTH, RANGE 3 EAST, W.M.,
TOGETHER WITH A PORTION OF THE SE 1/4 OF SECTION 34,
TOWNSHIP 2 NORTH, RANGE 3 EAST, W.M.,
CITY OF CAMAS, CLARK COUNTY, WASHINGTON

FEBRUARY 18, 2004



1"=200'



CONSERVATION EASEMENT
5.681 ACRES

LINE DATA TABLE

LINE	LENGTH	BEARING
L1	42.07'	N00°45'11"W
L2	255.14'	S46°33'33"E
L3	125.44'	N78°04'39"E
L4	140.66'	S84°15'10"E
L5	69.70'	S37°00'06"E
L6	70.32'	S17°15'22"E
L7	18.68'	S38°06'03"E
L8	50.25'	S54°58'08"E
L9	47.97'	S47°58'25"E
L10	81.59'	S42°57'03"E
L11	66.20'	S15°46'12"E
L12	87.91'	S47°58'23"E
L13	38.18'	S42°45'32"E
L14	68.47'	S52°22'30"E
L15	27.90'	S02°47'54"E
L16	75.00'	S46°49'36"W
L17	136.26'	N50°23'14"W
L18	41.40'	S83°06'05"W
L19	43.99'	N46°45'00"W
L20	77.63'	N70°25'12"W
L21	124.61'	N39°41'27"W
L22	22.17'	N78°52'56"W
L23	88.30'	N48°59'59"W
L24	59.68'	N78°59'51"W
L25	19.43'	N06°53'50"W
L26	39.00'	N46°07'46"W
L27	24.59'	N86°20'57"W
L28	51.35'	N49°05'36"W
L29	34.08'	S71°35'10"W
L30	23.33'	N65°16'13"W
L31	35.12'	S81°58'09"W
L32	173.36'	N64°29'51"W
L33	310.53'	N00°12'38"E

CURVE DATA TABLE

NO	LENGTH	RADIUS	DELTA	CHORD	BEARING
C1	130.44'	181.05'	41°16'45"	127.64'	S23°33'52"E

PREPARED FOR:
RALSTON INVESTMENTS

PREPARED BY:
LDC DESIGN GROUP, INC.
8513 NE HAZEL DELL AVE. #202
VANCOUVER, WA 98665
(360) 573-0370 (FAX) 573-0390

DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS
AND
ESTABLISHMENT OF THE HOMEOWNERS ASSOCIATION
FOR
LAKE RIDGE PHASE I

This DECLARATION made on the date hereinafter set forth by Irving G. Snyder, Jr., hereinafter referred to as "Declarant."

WITNESSETH:

Whereas, Declarant is owner of certain real property in the City of Camas, State of Washington, which is more particularly described as follows: Lake Ridge Phase I as recorded in Book 311 of Plats, Page 265, Auditor's File No. 3992046.

NOW, THEREFORE, Declarant hereby declares that all properties described above shall be held, sold, and conveyed subject to the following easements, restrictions, covenants, and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with the real property and be binding on all parties having any right, title or interest in the described property, or any part thereof their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

ARTICLE I

Definitions

Section 1. "Association" shall mean and refer to Lake Ridge Phase I Homeowners Association, its successors and assigns.

Section 2. "Owner" shall mean and refer to the record owner, whether one or more of persons or entities of a fee simple title to any lot which is a part of the properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 3. "Property" or "Properties" shall mean and refer to that certain real property hereinbefore described, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 4. "Residential Lot" or "Lot" shall mean and refer to any plot of land shown upon the recorded subdivision map of the property.



Section 5. "Common Area" shall mean all real property owned by the Association for the common use and enjoyment of the owners. The common area is to be transferred to and be owned by the Association and is described as follows:

Private driveways shown on the plat, utility easements, view corridors, walking trails shown on the plat, entryway areas, Tracts "E" and "F" as shown on the plat, stormwater retention ponds and landscaping thereof.

Tracts "A", "B", "C", and "D", dedicated to the City of Camas, as shown on the plat are not "Common Areas."

Section 6. "Declarant" shall mean and refer to Irving G. Snyder, Jr., his successors and assigns who acquire all of the Declarant's interest in Lake Ridge Phase I.

Section 7. "A.C.C." shall mean the Architectural Control Committee as defined in Article V herein.

Section 8. "Member" shall mean and refer to every person or entity which holds membership in the Association.

Section 9. "Declaration" shall mean and refer to the Conditions, Covenants, and Restrictions set forth in this document.

Section 10. "Plat" shall mean and refer to the final survey of Lakeridge Phase I recorded with Clark County showing each of the lots and tracts subject to this Declaration.

ARTICLE II

Property Rights

Section 1. Owner's Easement of Enjoyment: Every owner shall have a right and easement of enjoyment in and to the Common Areas which shall be appurtenant to and shall pass with the title to every lot, subject to the following provisions:

- a. The right of the Association to suspend the voting rights of, as well as the right to use the recreational facilities by, an owner for any period during which any assessment against the owner's lot remains unpaid;
- b. The right of the Association to dedicate or transfer all or a part of the common areas to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument signed by two-thirds (2/3) of



the total membership agreeing to such dedication or transfer has been recorded.

- c. Guests of owners are allowed to use the recreational and Common Areas within Lakeridge Phase I and are subject to the posted rules and regulations governing said facilities. Residents are responsible for the actions and damages of their guests.

Section 2. Delegation of use: Any owner may delegate in accordance with the Bylaws, his rights of enjoyment to the Common Areas and facilities to the members of his family, his tenants, or contract purchasers who reside on the property.

ARTICLE III

Membership and Voting Rights

Section 1. Every owner of a lot which is subject to assessment shall be a member of the Association. Membership shall be appurtenant subject to assessment.

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

Class A: Class A members shall be all owners with the exception of the Declarant and shall be entitled to one (1) vote for each Residential Lot owned. When more than one person holds an interest in any Residential Lot, all such persons shall be members. The vote for such Residential Lot shall be exercised as they among themselves determine, but in no event shall more than one (1) vote be cast with respect to any Residential.

Class B: Class B members shall be Declarant and any successor in interest and shall be entitled to three (3) votes for each Residential Lot held by Declarant. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:

- a. when the total votes outstanding in the Class A membership within Lakeridge Phase I Homeowners Association equal the total votes outstanding in the Class B membership within Lakeridge Phase I Homeowners Association ; or
- b. on December 31, 2010.

Section 3. There shall be an annual meeting of the Association each year, at a time, date and place established by the Board of Directors of the Association upon thirty (30) days written notice to the members at their address as reflected on the records of the Association. Other meetings of the Association may be called by the Board of Directors from time-to-time. A meeting of the Association may also be called upon thirty (30) days written notice signed by members representing ten percent (10%) of all lots.



Section 4. There shall be an Association Board of Directors between three (3) and five (5) members. The initial Board of Directors shall consist of Tim Ralston & Irving Snyder. Thereafter all Directors shall be members of the Association. The Association shall adopt Bylaws providing for the election of Directors and Officers, providing for terms therefore and dealing with matters affecting conduct of the Association. The Board of Directors shall have the authority to adopt rules regulating conduct of the members and other persons including rules governing the use of lots and Common Areas in addition to those rules contained in Section II of this Declaration, including provisions for the enforcement of any rules.

ARTICLE IV

Covenants for Maintenance Assessment

Section 1. Creation for the Lien and Personal Obligation of Assessment: The Declarant, for each lot owned within the properties, hereby covenant, and each owner of any lot by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, is deemed to be covenant and agree to pay the Association:

- a. Annual assessments or charges; and
- b. Special assessments of capital improvements, such assessments to be established and collected as hereinafter provided.

The annual and special assessments, together with interest, costs, and reasonable attorney's fees, shall be a charge on the land and shall be continuing lien upon the property against which each assessment is made. Each such assessment together with interest, costs and reasonable attorney's fee, shall also be the personal obligation of the person who was the owner of such property at the time when the assessment fell due.

Section 2. Purpose of Assessments: The assessment levied by the Association shall be used exclusively to promote the health, safety, and welfare of the residents in the properties and for the improvements and maintenance of the Common Areas, including easements, stormwater facilities, local trail connectors, private access easements, and roadway landscaping, and those real property taxes of the Common Areas.

Section 3. Maximum Annual Assessment: Until January 1, 2006, the maximum annual assessment shall not exceed \$500.00 per lot which shall than be subject to modification as provided hereunder.

- a. From and after January 1 of the year immediately following the conveyance of the first lot to an owner, the maximum annual assessment may be increased each year not more than six percent (6%) above the

maximum assessment for the pervious year without a vote of the membership.

- b. From and after January 1 of the year immediately following the conveyance of the first lot to an owner, the maximum annual assessment may be increased above six (6%) by a vote of two-thirds (2/3) of the total membership who are voting in person or by proxy, at a meeting duly called for this purpose.
- c. The Board of Directors may fix the annual assessment in an amount not in excess of the maximum.

Section 4. Special Assessments for Capital Improvements: In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special 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, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3) of the total membership who are voting in person or by proxy, at a meeting duly called for this purpose.

Section 5. Notice and Quorum for any Action Authorized under Section 3 and 4: Written notice of any meeting called for the purpose of taking any action authorized under Sections 3 and 4 shall be sent to all members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast sixty percent (60%) of all of the votes of the total membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 6. Uniform Rate of Assessment: Both annual assessments and special assessments must be fixed at a uniform rate for all lots and must be collected on a monthly basis; provided, however, that any unimproved lot owned by Declarant shall not be subject to any assessment or charge herein.

Section 7. Dates of Commencement of Annual Assessments; Due Dates: The annual assessments provided for herein shall commence as to all lots on the first day of the month following the conveyance of title to the owner. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessment against each lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to very owner subject thereto. The due dates shall be established by the Board of Directors. The Association shall, upon demand, and for a



reasonable charge, furnish a certificate signed by an Officer of the Association setting forth whether the assessments on a specific lot have been paid.

Section 8. Effect of Non-Payment of Assessments; Remedies of the Association:

Any assessment not paid within thirty (30) days after the due date shall constitute a lien against the Residential Lot and shall bear interest at the rate of one percent (1%) per month. The Association or the Declarant may bring action at law against the owner personally obligated to pay the same or foreclose the lien against the property. No owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Areas or abandonment of his Lot.

Section 9. Subordination of the Lien to Mortgages:

The lien of the assessment provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any lot shall not effect the assessment lien. However, the sale or transfer of any lot pursuant to the mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such lot from liability from any assessments thereafter becoming due or from the lien thereof.

Section 10. Real Property Taxes:

In the event real property taxes shall become delinquent on the Common Areas, the total amount of the delinquent taxes shall be divided equally among all owners, and said portion of each owner's share delinquent taxes shall be a lien on said owner's lot to the same extent as if the delinquent tax was on the owner's lot.

Section 11. Subordination of the Lien of Taxes to Mortgage:

The lien of the taxes provided for herein relative to the Common Areas only shall be subordinate to the lien of any first mortgage. Sale or transfer of any lot pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the line of such taxes as to payments which become due prior to such sale or transfer. No sale or transfer shall relieve such lot from liability for any taxes thereafter becoming due or from the line thereof.

Section 12. Common Area Maintenance Responsibility:

Maintenance of the Common Areas, common area including but not limited to, entryways, street medians and landscaping areas, Tracts "E" and "F" as shown on the plat, stormwater facilities, and local trail connector within Lakeridge Phase I shall be the responsibility of the Association. The Association shall not maintain the T-5 Trail. The T-5 Trail is to be maintained by the City of Camas. The Common Areas shall be maintained for the benefit of all owners. The construction of additional equipment and the amenities commonly associated with common recreational areas may be permitted after approval by the Board of Directors of the Association and the A.C.C. Trees, shrubs, plants soil and natural growth shall not be unnecessarily disturbed.



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05/23/2005 04:06P
Clark County, WA

CHICAGO TITLE INSURANCE

PLAT

94.50

Section 13. Stormwater Facilities: In conjunction with the recording of the Plat for the subdivision of the Property the Declarant is, or will be, constructing stormwater management facilities. The Association shall maintain any and all stormwater facilities.

ARTICLE V

Declaration of Protective Covenants

Section 1. Architectural Control Committee: "A.C.C." shall mean and refer to the Architectural Control Committee as provided for and defined in these Covenants. The Association Board of Directors shall appoint an Architectural Control Committee. The A.C.C. shall consist of not less than two (2) nor more than five (5) members, who need not be members of the Association. The members of the A.C.C. shall serve without compensation.

- a. Membership: the initial Architectural Control Committee is composed as follows: (1) Tim Ralston; (2) Irving Snyder, Jr.

The committee may designate a representative to act for it. In the event of death or resignation or retirement of any member of the committee, the remaining members shall have the authority to designate a successor.

b. Declarant's Exemption. Declarant retains the right to approve plans and specifications on all remaining vacant lots owned by the Declarant or an Assignee of the Declarant, it being the intent hereof that the A.C.C. have no jurisdiction over vacant Residential Lots owned by the Declarant or Declarant's Assignee, provided, however, that Declarant or Declarant's Assignee, shall be bound by all other terms and conditions of this Declaration, including building and materials restrictions, and landscaping requirements. These rights shall remain in effect beyond the time set forth in Article III, Section 2.

- c. Procedure:

(1) The committee's approval or disapproval as required in these covenants shall be in writing. As a condition of approval, the A.C.C. may require a builder to deposit funds or to sign an agreement to make such repairs as necessary, to insure repair of any curbs, sidewalks, streets swales or Utilities damaged by construction. In the event the Committee or its designated representative fails to approve or disapprove within thirty (30) days after plans and specifications have been submitted to it, or in any event, of no suit to enjoin the construction has been commenced prior to completion thereof, approval will not be required and the related covenants shall be deemed to have been fully complied with. However, square footage as defined in Article V. Section 19, will be a requirement whether plans have or have not been approved.

(2) So as to maintain continuity of architectural standards the Declarant retains the right to approve plans and specification on all remaining vacant

lots owned by the Declarant. These rights shall remain in effect beyond the time set forth in Article III, Section 2.

Section 2. Property Subject to this Declaration: The real property which is, and shall be held, transferred, sold, conveyed, and occupied subject to this Declaration is located in Clark County, Washington, Plat of Lake Ridge Phase 1, as the same appears on the Plat recorded in the records of Clark County, Washington.

Section 3. General Provisions:

- a. The covenants contained within this Declaration shall run with the land and shall be binding upon all parties thereto and all persons claiming under them for a term of thirty (30) years. The provisions of this Declaration are declared to create mutual, equitable covenants and servitudes for the benefit of the Declarants and each Owner or contract purchaser of a lot or building site subject to said covenants, conditions and restrictions may be any proceeding at law or in equity against any person or persons violating or attempting to violate any covenants, conditions or restrictions, either to restrain violations and/or to recover damages, and failure of the Declarants, the A.C.C. or any Owner or contract purchaser to enforce any covenants, conditions or restrictions or to exercise any rights to do so thereafter. All costs incurred in enforcement shall be at the expense of the violator or violators.
- b. Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant, either to restrain violation or to recover damages. The court may award attorney's fees to the A.C.C. against any person found to be in violation.
- c. Invalidation of any one of the covenants by Judgment or Court Order shall in no way affect any of the other provisions which shall remain in full force and effect.

Section 4. Building Restrictions: All lots as recorded in the plat except in the Common Area, shall be known and described as "Residential Lots." A building site shall consist of Lots as shown on said plat. No dwelling shall be constructed or permitted upon a building site other than one attached single family dwelling for a single family occupancy only (not to exceed two (2) stories in height above the average lot elevation and pursuant to any applicable city ordinances) with a private garage for not less than two (2) cars; provided, this provision shall not be interpreted to exclude construction of a private greenhouse, private swimming pool, or for the storage of a boat, motor home or camping trailer kept for personal use, not to exceed two (2) stories in height above average lot elevation and pursuant to any applicable city ordinances. Height restrictions do not relate to view as that item is solely up to the A.C.C. There will be no subdividing of any Lots beyond that shown on the plat. No house move-ons, manufactured, module or mobile homes shall be permitted.

The main floor area for one story dwellings structures exclusive of basements, open or screened porches and attached garages, shall be not less than 2,500 square feet. For a dwelling structure of more than one story exclusive of basement, opened or screened porches and attached garages; such main floor area shall not be less than 3,000 square feet and not less than a total of 4,000 square feet with all levels exclusive of garage area within the dwelling unit included in the computation of footage of such split level dwellings. For the purpose of interpretation of this paragraph, those dwelling units with daylight basements shall be classified as a single story, with the basement area excluded from the computation of footage.

No building shall be located on any lot with respect to set backs from front, side and rear lot lines, except in conformity with the condition of approval of the plat of Lake Ridge Phase I. However, any set back less than eight (8) feet must have prior written approval from A.C.C.

Construction of any dwelling shall be completed including exterior decoration within seven (7) months from the date of the start of construction.

No lot or any portion of the lot shall be used to access any adjoining properties.

Section 5. Building Requirements: All dwellings or garage or any part thereof, or any other structure shall be erected in conformity with all local building codes.

No lines or wires from the transmission of current or for telephone use shall be constructed, placed upon any residential lot or building site outside the buildings thereon unless the same shall be underground.

Section 6. Approval of Plans by Architectural Control Committee:

- a. All buildings, structures and other improvements, including but not limited to, concrete or masonry walls, rockeries, fences, and swimming pools, to be constructed within the property shall be submitted for prior approval by the A.C.C. Complete plans and specifications of all proposed buildings, structures, and exterior alterations, together with detailed plans showing the proposed location of the same in the particular building site shall be submitted to the A.C.C. before construction or alteration is started and such construction or alteration shall not be started until written approval thereof is given by the A.C.C.
- b. All plans and specifications for approval by the A.C.C. must be submitted thirty (30) days prior to the proposed construction starting date. The maximum height of any residence shall be established by the A.C.C. as part of the plan approval and shall be given in writing, together with the approval. One set of approved plans must be on the job site at all times.

- c. Said plans and specifications shall be prepared by an architect or a competent house-designer approved by the A.C.C. One complete set of plans and specifications shall be in each case delivered to and permanently left with the A.C.C. All buildings or structures shall be erected or constructed by an owner, or contractor/house-builder licensed by the State of Washington and approved by the A.C.C.
- d. As to all improvements, construction and alterations within the property, the A.C.C. shall have the right to refuse to approve any design, plan or color for such improvements, construction or alterations, which is not suitable or desirable in the A.C.C.'s opinion, for any reason, aesthetic or otherwise, and in so passing on such design, the A.C.C. shall have the right to take into consideration the suitability of the proposed building or other structure, and the exterior material of which it is to be built and the exterior color scheme, to the site upon which it is proposed to erect the same, the harmony thereof with the surrounding and the affect or impairment that said structures will have on the view of surrounding building sites, and any and all fact, which in the A.C.C. opinion shall affect the desirability or suitability of such proposed structures, improvement, or alterations.
- e. No building fence, hedge, boundary wall, or other permanent structures or fixtures including but not limited to, sports courts basketball hoops, volleyball nets, tether ball poles or the like shall be erected, placed or altered on any residential lot or building site until the building plans, specifications and plot plan showing the location of such improvements have been approved in writing but a majority of the A.C.C. as to the quality of workmanship and materials planned and for conformity and harmony of the eternal design with existing structures on the said residential lots or building sites, and as to location of the building set-back restrictions. In the event said Committee fails to approve or disapprove such design and location within thirty days after said plans and specifications have been submitted to it, such approval will not be required. The property owner shall pay all attorneys' fees, court costs, and other expenses incurred in enforcing the decision of the Committee. Note: no basketball hoops temporary or permanent are allowed in the driveway or front portion of the home.

Section 7. Prosecution of Construction Work: Any dwelling or structure erected or placed on any residential lot or building site in this subdivision shall be completed as to external appearance, including finished painting within seven (7) months after the start of construction. For good cause, the A.C.C. may extend the term. Construction must commence within 12 months from date, City of Camas issues letter of Substantial Completion.

Section 8. Landscaping Requirements: All front yards and street facing yards landscaping must conform to the general pattern of the other residential dwellings. All front yards landscaping must conform to the general pattern of the other residential

dwellings. All front yards and street facing yards must be landscaped (trees, shrubs and lawn) within a reasonable time, but in the even, within two (2) months after building completion or prior to occupancy, whichever shall first occur. In the event of undue hardship due to weather conditions, this provision may be extended for a reasonable length of time by the Declarant, the A.C.C. Each lot shall have a minimum of two (2) trees per lot, three (3) per corner building lot prior to sale of occupancy. Each tree shall have a minimum caliper of 1 ½ inch, with a minimum of two (2) trees planted in the front yard. Pink flamingos and other such landscaping decorations will not be tolerated in the front or side yards. Maintenance includes grass mowed, drainage swales maintained and unaltered. All vacant lots must be mowed and kept in slightly condition and grassy swales maintained.

Section 9. Easements. Easements for utilities have been reserved to the Declarant and Association, as shown on the recorded plats. Within the easements for utilities, no structure shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities. Each owner will not block, hinder or interfere with the established drainage pattern over his land from adjoining or adjacent land. The Association shall have authority to require an owner at the owner's expense to take remedial action for the correction of erosion activity on the owner's section of the slope.

Section 10. Nuisance: Noxious Use of Property:

- a. No trade, craft, business, profession, commercial or manufacturing enterprises or business or commercial activity of any kind, including day schools, nurseries, or church schools, shall be conducted or carried on upon any residential lot or building site, or shall any goods, equipment, vehicles (including buses, boats, campers, trucks, and trailers of any description) or materials or supplies used in connection with any trade, service, or business wherever the same may be conducted, be kept, parked, stored, dismantled, or repaired on any residential lot or building site or on any street within the existing property, nor shall anything be done on any residential lot or building site which may be or become an annoyance or nuisance to the neighborhood. No premises shall be used for any other purpose whatsoever except for the purpose of a private dwelling or residence. The use of the homes as builder's model and on-site sales office for primary purpose of obtaining presales within subdivision shall be exempt from the above restrictions but are subject to any and all requirements that may be imposed by the A.C.C.
- b. No trash, garbage, ashes, grass, or garden clippings, or other refuse, junk vehicle, underbrush, or other unsightly growths or objects shall be thrown, dumped, or allowed to accumulate on any lot or building site or public street. In the event any such condition shall exist, any person



entitled to hereunder may use the legal powers set forth in these covenants.

- c. No trailer, camper, basement, tent, shack, garage, barn, or other outbuildings or temporary structures erected or situated within property, shall at any time, be used as a residence, temporarily or permanently, nor shall any permanent building or structure be used as a residence until it is completed as to external appearance, including finished painting. The permission hereby granted to erect a permanent garage or other building prior to construction, erection, maintenance of any building of any nature whatsoever at any time, without the approval required by the A.C.C.
- d. No street parking of vehicle, at anytime. No trailer (including but not limited to boat trailers), recreational vehicle or camper of any type, no truck larger than $\frac{3}{4}$ ton, not truck of any type mounting a camper or other large body, no vehicle in an extreme state of disrepair or abandoned shall be parked in front of the setback line of any lot, or in a location visible from any street for a period in excess of 48 hours. Furthermore, all trailers, recreational vehicles, campers, trucks or other such vehicles on any property in excess of 48 hours shall be parked behind a six (6) foot fence on the owner's property. Should any such owner or contract purchaser or occupant fail to remove such vehicle within two (2) days following the date on which notice is mailed to him/ her by the A.C.C. informing him/her of a violation of this provision, the A.C.C. may have such vehicle removed and charge the expense or removal to said owner, purchaser or occupant. A vehicle shall be deemed to be abandoned or in an extreme state of disrepair when, in the opinion of the A.C.C., its presence offends the reasonable sensibilities of the occupants of the neighborhood.
- e. All utilities, on and in public dedicated areas, or on private property, or on and in the Common Areas, including water, sewer, and power, shall be installed underground in compliance with all governmental regulations for the installation and maintenance of the same.
- f. No oil drilling, oil development operations, oil refining, quarrying, mining operations of any kind shall be permitted upon or in any lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any lot. No derrick or other structure designed for use in boring of oil or natural gas shall be erected, maintained or permitted upon any lot.
- g. Exterior communication sending or receiving devices, including but not limited to antennas or satellite receiving stations (satellite dishes) shall not



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be permitted to be placed on any Residential Lot except in accordance with the rules of the A.C.C. Regulations on siting of television antennas and satellite receiving dishes shall be in conformance with any applicable Federal Communication Commission rules, and all such instruments shall be screened from view as required by the A.C.C.

Section 11. Fences and Hedges: All fences hedges, or boundary walls situated anywhere upon the residential lot or building site must be approved in writing by the A.C.C as to its height and design prior to construction. Fences shall be artistic in design and shall not detract from the building site or the area in general. Front yard fencing shall not be permitted other than minor landscaping structures as approved by the A.C.C and in no case shall fencing be permitted in front yards within twenty (20) feet of the curb and shall not exceed three (3) feet in height. Dog runs may be acceptable in the subdivision if surrounded by a backyard fence meeting specifications. Appropriate fencing material would be white vinyl or wrought iron, cedar or wood fencing in not acceptable and will not be approved. Any construction requires the prior approval of the A.C.C No trees shall be removed by the property owners or the Association from the Common Area without permission from the A.C.C. The A.C.C. shall have the right to replace any tree or trees removed without authorization, and replacement costs shall be borne by the person or persons removing said tree or trees.

Section 12. Sidewalks: All lots requiring sidewalks will be built to city standards. Each lot owner is responsible for installation and maintenance of his sidewalk.

Section 13. Animals: No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, except that not more than three (3) dogs, and three (3) cats, or other common household pets may be kept, provided they are not kept, bred or maintained for any commercial purpose, and provided that they are not permitted to cause damage, constitute a nuisance or run at large in the neighborhood.

Section 14. Mail Boxes: All mail boxes must be of a standard acceptance by the U.S. Postal Authorities, and must be located in those areas so designed by the U.S. Postal Department. Structures containing such mail boxes be approved by the A.C.C.

Section 15. Garbage Cans and Refuse Disposal: Trash, garbage, or other waste shall not be kept except in sanitary containers. All equipment shall be kept in a clean and sanitary condition. All containers must be screened and secure so as not to be visible from any street or adjacent properties or residences except on collection days. All dwellings in this subdivision must have at least one (1) installed garbage disposal in the kitchen sink for the purpose of disposing of food wastes.

Section 16. Signs: No sign of any kind shall be displayed unless written approval is received from the A.C.C. with the exception for real estate "For Sale" or "For Rent" signs. The maximum size of the sign shall be 24"x 24", or signs used by the developer or

the builders to advertise the subdivision, its sub-contractors, financial institutions, and/or partnership affiliation.

Section 17. Clothes Lines: No exterior line shall be allowed that can be seen from any street.

Section 18. Roofing Materials: The roofs shall be wood shingles, wood shakes, tile, 40 year or better composition or architectural composition or better, subject to the Declarant's approval.

Section 19. Siding Materials: All exterior wall on buildings constructed on the lots included in this subdivision shall be constructed of material consisting of one or more of the following: stone, masonry, stucco, cedar, natural wood, wood or cement lap & or shake or any material approved by the developer; provided; however, no T-1-11 plywood or vinyl siding shall be permitted therein.

Section 20. Heating /Cooling Equipment: All heating or cooling equipment must be screened or positioned so as not to be visible from any street.

Section 21. Driveways: All driveways to be paved with asphalt or cement concrete from the edge of the paved street to connect with the paved surface of the floor of the carport or the garage.

Section 22. Outbuildings: An outbuilding will be considered only if it blends in with the house and maintains a continuity of the building lines, materials and color with the house. Metal sheds or other buildings deemed not compatible shall be not approved. All outbuildings are subject to approval of A.C.C.

Section 23. Decking: All decking design and material shall be approved by the A.C.C. prior to construction. All deck posts exceeding 4' in height must be wrapped with a trim material as to create a finished product.

ARTICLE VI

INSURANCE

Section 1. Authority to Purchase. The Board of Directors shall have the power and authority to, and shall, purchase with Association funds such public liability, fire and casualty, officers' and directors' liability and indemnity, workmen's compensation and other insurance and such fidelity bonds as the Board shall deem necessary or appropriate from time to time. Such policies and claims thereunder shall be administered by the Board of Directors. To the extent reasonably available, the Association shall maintain at least \$3,000,000 (combined limits) of insurance against liability incurred as a result of death or injury to persons or damage to property in/on the Common Area and the actions of the Association relating thereto. Fire and casualty insurance shall be an amount as

near as possible to the full replacement value of all Improvements located in/on the Common Area, and shall be written with extended coverage and an inflation guard endorsement, if reasonably available.

Section 2. Non-Liability of Association, Board of Directors and Officers. Neither the Association nor any Board member nor officer of the Association nor Declarant nor any A.C.C. member shall be liable to an Owner, Mortgagee or other Person if any risks or hazards are not covered by insurance or if the amount of insurance is not adequate, and it shall be the responsibility of each Owner to ascertain the coverage and protection afforded by the Association's insurance and to procure and pay for such additional insurance coverage and protection as the Owner may desire.

Section 3. Premiums. Premiums for insurance policies purchased by the Association shall be paid by the Association as a Common Expense.

Section 4. Insurance Claims. The Association, through such persons as the Board may delegate, is hereby irrevocably appointed and authorized, subject to the provisions contained herein, to adjust all claims arising under insurance policies purchased by the Association and to execute and deliver releases upon the payment of claims, and to do all other acts reasonably necessary to accomplish any of the foregoing. The Board, at its discretion, may appoint an authorized representative, or enter into an insurance trust agreement wherein the trustee shall have authority to negotiate losses under any policy purchased by the Association.

Section 5. Benefit. Except as otherwise provided herein, all insurance policies obtained by the Board shall be for the benefit of the Association or any Director (where such Director has a claim against him or her arising out of his or her performance of any Director's duties). Any proceeds of insurance received by the Association or any insurance trustee shall be held or disposed of for, the Association, the Directors and the Owners, as their interests may appear.

Section 6. Provisions Common to Association Insurance. Any insurance coverage obtained by the Association pursuant to this Article shall be subject to the following provisions and limitations: (a) The named insured under any such policies shall be the Association and/or its authorized representative(s). (b) In no event shall the insurance coverage obtained and maintained by the Association be brought into contribution with insurance purchased by the Owners, Occupants, or their Mortgagees. (c) The policies shall provide that coverage shall not be prejudiced by: (i) any act or neglect of the Owners when such act or neglect is not within the control of the Association, or (ii) failure of the Association to comply with any warranty or condition with regard to any portion of the Project over which the Association has no control. (d) The policies shall provide that coverage may not be canceled or substantially modified (including cancellation for non-payment of premium) without at least thirty days' prior written notice to any and all First Mortgagees and insureds named therein. (e) All policies shall be written with a company licensed to do business in Washington and holding a rating of 'A' or better in the financial category as established by A.M. Best

Company, Inc., if reasonably available, or, if not available, the most nearly equivalent rating. (f) Insurance policies shall include the following provisions, if reasonably available: (i) a waiver of subrogation by the insurer as to any an all claims against the Association and any Owner and their respective agents, employees or tenants, and of any defenses based upon co-insurance or upon invalidity arising from the acts of the insured; (ii) notwithstanding any provisions which give the insurer the right to elect to restore damage in lieu of making a cash settlement, such option shall not be exercisable (1) without the prior written approval of the Board or (2) when in conflict with the provisions of (a) any insurance trust agreement to which the Association may be a party or (b) any requirement of law; and (iii) no policy may be canceled, invalidated, or suspended on account of the conduct of any member of the Board, officer, or employee of the Association or its duly authorized manager without prior demand in writing delivered to the Association to cure the defect and the allowance of a reasonable time thereafter within which the defect may be cured by the Association, its management, any Owner or Mortgagee.

Section 7. Annual Insurance Review. The Board shall review the insurance carried by or on behalf of the Association, at least annually, for the purpose of determining the amount of casualty and other insurance required. If economically feasible, the Board may obtain a current appraisal of the full replacement value of the Improvement on the Association land, without deduction for depreciation, from a qualified independent insurance appraiser, prior to any such annual review.

Section 8. Individual Insurance. By virtue of taking title to a Residential Lot, each Owner covenants and agrees with all other Owners and with Declarant and the Association that such Owner shall carry or provide for blanket all-risk casualty insurance on such Owner's Residential Lot and Improvements thereon on such terms and with such limits as a reasonably prudent person would obtain, and in an amount that is sufficient to ensure that the Owner will meet his obligation to either restore the Residential Lot and Improvements (in the manner set forth herein) or clear the affected Residential Lot (in the manner set forth herein). Each Owner further covenants and agrees that in the event of a partial loss or damage and destruction resulting in less than total destruction of Improvements on such Owner's Residential Lot, the Owner shall proceed promptly to repair or to reconstruct the damaged Improvements in manner consistent with the original construction, or in such other manner as may be approved. In the event that an Improvement is totally destroyed and the Owner determines not to rebuild or to reconstruct, the Owner shall clear the affected Residential Lot of all debris and return the land to substantially the natural condition in which it existed prior to the beginning of construction of the Improvement thereon. The Board or the A.C.C. may impose more stringent requirements regarding the standards for rebuilding or reconstructing structures on each Residential Lot and the standard for returning the Residential Lot to its natural state in the event the Owner decides not to rebuild or reconstruct.

ARTICLE VII

General Provisions

Section 1. Enforcement: The Association, the Declarant, or any Owners, shall have the right to enforce, by any proceeding at law, or in equity, all restrictions, conditions, covenants, liens and charges now or hereafter imposed by the provisions of the Declaration. Failure by the Association, the Declarant, or by an owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 2. Severability: Invalidity of any one of these covenants restrictions by judgment or court order in no way affect any other provisions which shall remain in full force and effect.

Section 3. Amendment: The covenants and restrictions of the Declaration shall run with and bind the land, for a term of thirty (30) years from the date the Declaration is recorded, after which time they shall automatically be extended for successive period of ten (10) years. ~~Bying C. Sayde, Jr. may make amendments and alterations to the Lake Ridge Phase I Plat.~~ Amendments may be adopted at a duly held meeting of the Members upon the affirmative vote of 67% of the voting members including Class "B" voting members if Class "B" shares have not converted to Class "A" pursuant to Article III, Section 2 of this Declaration. So long as Declarant owns any Lots in the Subdivision, or upon the expiration of six (6) years from the date of recording of the final plat for Lakeridge Phase I, whichever occurs first, any changes to the Declarations must be approved by the Declarant. Notwithstanding anything contained in this Section, this Declaration shall not be amended to delete the obligation of the Association to maintain Common Areas, or to delete the obligation to collect money to accomplish this, without the formal approval of the City of Camas, located in Clark County, Washington. Any amendment of this Declaration requires the votes of not less than two-thirds (2/3) of the . Any amendments must be recorded.

Section 4. Managers: All or any of the powers duties and rights of the Association or the Board, as provided by law and herein, may be delegated to a manager or managing agent. Any agreement for management, or any other contract providing for services to the Association, shall not exceed a term of three years, which term may be renewed by agreement of the parties. The Board shall not be liable for any omission or improper exercise by a manager by written instrument by or on behalf of the Association or the Board.

Section 5. Litigation: No judicial or administrative proceeding shall be commenced or prosecuted by the Association unless approved by vote of the voting members including Class "B" voting members if Class "B" shares have not converted to Class "A" pursuant to Article III, Section 2 of this Declaration representing seventy-five percent (75%) of the total votes within the Association. This Section shall not apply, however, to: (a) actions brought by the Association to enforce the provisions of this

