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**AMENDED DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS
LACAMAS ESTATES SUBDIVISION**

Declarant:	Solarus 0301, LLC
Beneficiary:	The Owners of Lots within Lacamas Estates Subdivision
Legal Description:	Lots 1 through 15, & Tracts A & B, Book 311, page 414
Assessor's Tax Parcel:	175967.002 through 175967.034
Related Documents:	4216324

This *Declaration of Covenants, Conditions and Restrictions* dated as of December 8, 2006, by Solarus 0301, LLC, a Washington limited liability company (referred to herein as the "Declarant").

I. RECITALS

1.1 Property. Declarant is the owner of the parcel or parcels of real property depicted and described in Book 311 of Plats, at page 414; Auditor's File No. 4216324, records of Clark County, Washington, incorporated herein by reference.

1.2 Development Plan. Declarant desires to establish a general plan for the development of the Property for the mutual benefit of present and future owners. The plan, in general, provides for the development of the Property in separate building lots for residential use.

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**AMENDED
DECLARATION OF COVENANTS
CONDITIONS AND RESTRICTIONS - 1**

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NOW THEREFORE, Declarant hereby declares that all of the Property shall be held, sold and conveyed subject to the following covenants, conditions, restrictions, and easements, which shall run with the Property and shall bind all parties having or acquiring any right, title or interest in the Property or any Lot or part thereof, and shall inure to the benefit of each such Owner.

II. DEFINITIONS

2.1 **Architectural Control Committee.** The term "Architectural Control Committee" is defined in Paragraph 8.1 of this Declaration.

2.2 **Association.** The term "Association" shall mean the owners association formed under the provisions of this Declaration.

2.3 **Common Area.** The term "Common Area" shall mean the area designated as "Tract A" on the Plat.

2.4 **Declarant.** The term "Declarant" shall mean Solarus 0301, LLC, a Washington limited liability company.

2.5 **Declaration.** The term "Declaration" shall mean this *Declaration of Conditions, Covenants and Restrictions* and any amendment hereto which is duly enacted as provided in Paragraph 9.5 of this Declaration and filed in the Records of Clark County, Washington.

2.6 **Lot.** The term "Lot" shall mean any portion or combination of the Property designated by the governing authorities as a separate legal lot for building purposes.

2.7 **Owner.** The term "Owner" shall mean the record owner or owners of fee simple title to any Lot, including contract purchasers but excluding those holding such interest merely as a security for the performance of an obligation. The term "Owner" includes the Declarant as to any portion of the Property owned by the Declarant.

2.8 **Plat.** The term "Plat" shall mean the Lacamas Estates Subdivision plat filed for record in Book 311 of Plats, at page 414; Auditor's File No. 4216324, records of Clark County, Washington, incorporated herein by reference.

2.10 **Property.** The term "Property" shall mean the parcels of real property depicted and described on the Plat.

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DECLARATION OF COVENANTS

CONDITIONS AND RESTRICTIONS - 2

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III. EASEMENTS

3.1 **Stormwater Retention and Water Quality Facilities.** The Declarant and each Owner, as grantors, hereby grant to each Owner, for the benefit of each Lot, a perpetual, nonexclusive easement for storm water drainage, retention, and water quality facilities over, under and across Tract A and the areas designated for such use on the Plat. The Declarant and each Owner, as grantors, hereby grant to each Owner, for the benefit of each Lot, a perpetual, nonexclusive easement for unchanneled sheet-flow across the surface of each Lot, in the normal patterns of drainage as existed on the date that the Plat was recorded; provided, however, nothing in this paragraph shall be deemed to prevent the construction of one residence and any other improvement permitted or approved under this Declaration.

3.2 **Utility Lines.** Easements for installation and maintenance of utilities are reserved as depicted on the Plat. The Owners shall have mutual nonexclusive easements over, under and across each said easement for the installation, use, maintenance, reconstruction, and relocation of underground sewers (including storm sewers), underground water and gas mains, and underground electrical, telephone, cable and other utility lines serving the Lots.

3.3 **Scope of Easements.** The Declarant expressly reserves the right to annex additional parcels of real property to this Declaration. In the event of annexation, each annexed parcel shall be deemed a "Lot", and each owner thereof shall be deemed an "Owner" with full rights and obligations as provided herein, subject to amendment by the Declarant. Immediately upon annexation, each such Lot shall be benefitted and burdened by all the easements herein conveyed, and shall be subject to the covenants, conditions and restrictions herein provided, as if such Lots were part of the Property at the time of recording this Declaration.

IV. OWNERS ASSOCIATION

4.1 **Formation.** The Declarant hereby declares the formation of an owner's association (the "Association") consisting of all Owners. Upon the sale of all Lots owned by the Declarant, or at such earlier time as determined by the Declarant, the Association shall succeed to all powers, rights and responsibilities of the Declarant under this Declaration and, thereafter, any reference to Declarant shall be deemed to refer to the Association. Membership in the Association may not be transferred, pledged or alienated in any way except upon the sale of a Lot, at which time the membership and voting right shall be assigned automatically to the purchaser of such Lot.

4.2 **Voting Rights.** The Association shall be comprised of two classes of voting rights:

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DECLARATION OF COVENANTS

CONDITIONS AND RESTRICTIONS - 3

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(a) **Class "A":** Each Lot shall include one (1) Class A voting right. After the expiration of all Class B voting rights, or at such earlier time as determined by the Declarant, each Owner shall have the right to cast one (1) vote for each Lot owned by said Owner in all matters for which a vote is called by the Association and, except as otherwise provided in this Declaration, the Association shall be governed by a simple majority vote of the Owners. Owners may vote only in person or by signed proxy. The percentage or majority vote of the Owners shall be determined as a percentage or majority of the number of Lots, regardless of any common ownership thereof. In any case in which two or more persons share in the ownership of a Lot, regardless of the form of ownership, the responsibility of such persons to comply with this Declaration shall be joint and several, and any act or consent of one or more of such persons shall constitute the act or consent of the entire ownership interest; provided however, in the event that such persons disagree among themselves as to the manner in which any vote or right of consent held by them shall be exercised with respect to a pending matter, then any such person may deliver written notice of such disagreement to the Association, and such vote or right of consent shall be disregarded completely in determining the portion or number of votes cast in the matter for which such notice is given.

(b) **Class "B":** The Declarant shall have one (1) Class B voting right for each Lot owned by the Declarant. Until the expiration of all Class B voting rights, all decisions of the Association shall be made solely by the Declarant. Each Class B voting right shall expire upon the conveyance of the Lot to which it attaches; provided however, the Declarant may, in Declarant's sole discretion, transfer all Class B voting rights to any person or entity that acquires the Declarant's entire interest in the Property. Upon any such transfer, the transferee shall be deemed the Declarant hereunder, and shall succeed to all rights and shall assume all liabilities of the Declarant pertaining to the Property, arising under this Declaration or otherwise.

4.3 Initial Meeting/Election of Officers. The general membership of the Association shall meet within ninety (90) days after the expiration of all Class B voting rights and, at that time, shall elect a president, vice president, secretary, treasurer, and Architectural Control Committee (as defined in Paragraph 8.1 of this Declaration) from among the general membership. The president, vice president, secretary, treasurer, and members of the Architectural Control Committee shall serve terms of one (1) year, without compensation, but there shall be no limitation on the number of terms served. The president shall schedule and preside at all meetings of the Association unless unavailable, in which case the vice president shall perform the functions of the president. The secretary shall prepare and publish written notice of all meetings of the Association as provided in Paragraph 4.6 of this Declaration, and shall prepare, preserve and maintain written minutes of all actions taken by the Association as provided in Paragraph 4.7 of this Declaration. The treasurer shall deposit all funds belonging to the Association in interest bearing savings accounts or short-term certificates of deposit, and shall keep and maintain books of account detailing all receipts and expenditures of the Association, as specified in Paragraph 4.7 of this Declaration. The funds of

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AMENDED

DECLARATION OF COVENANTS

CONDITIONS AND RESTRICTIONS - 4

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the Association shall be kept in accounts in the name of the Association and shall not be commingled with any other funds.

4.4 Annual Meetings. The general membership of the Association shall meet upon the date of each anniversary of the initial meeting or, if such date falls upon a Sunday or holiday, upon the next business day following. Annual meetings of the Association shall be open to all Owners of record and their authorized agents. At each annual meeting, the Treasurer shall present a report of the financial affairs of the Association, including without limitation: (i) the balance of funds at the beginning of the prior year, (ii) all funds collected or received during the prior year, (iii) designation by depository institution, account number and ending balance, of all accounts into which said funds were deposited, (iv) all expenses and costs paid during the prior year, and (v) the balance of funds at the end of said year. At the close of each annual meeting, the Owners shall elect, or re-elect, a president, vice president, secretary, treasurer, and members of the Architectural Control Committee (as defined in Paragraph 8.1 of this Declaration) from among the general membership.

4.5 Special Meetings. Special meetings of the Association may be called by the president, or by Owners having ten percent of the votes which are then exercisable in the Association, in order to discuss issues of importance to the Association and Owners. Special meetings of the Association shall be open to all Owners of record and their authorized agents.

4.6 Notice of Meetings. Not less than fourteen (14) nor more than sixty (60) days in advance of any meeting, the secretary shall cause notice to be hand-delivered or sent prepaid by first class United States mail to the mailing address of each Owner, or to any other mailing address designated in writing by each respective Owner. The notice of each meeting shall state the time and place of the meeting and the business to be placed on the agenda for a vote by the Owners, including the general nature of any proposed amendment to this Declaration, and any budget or changes in previously approved budgets.

4.7 Records of the Association. The secretary shall keep minutes of all actions taken by the board, including the number of Owners voting for and against each action. All records of the Association, including the names and addresses of Owners and other occupants of the Lots, shall be available for examination by all Owners, holders of mortgages on the Lots, and their respective authorized agents, upon advance written notice, at reasonable times and reasonable locations within the subdivision. The Association shall not release the unlisted telephone number of any Owner. The Association may impose and collect a reasonable charge for copies and any reasonable costs incurred by the Association in providing access to records. The treasurer shall prepare and publish financial records in sufficient detail to enable the Association to fully declare to each Owner the true statement of its financial status. All financial and other records of the Association, including but not limited to checks, bank records, and invoices, in whatever form, are property of the Association. Each treasurer shall turn over all original books and records to the

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DECLARATION OF COVENANTS

CONDITIONS AND RESTRICTIONS - 5

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Association immediately upon termination of office, or upon demand made by a majority of the Owners. Treasurers shall be entitled to keep copies of Association records made during their tenure, and all records which a past treasurer has turned over to the Association shall be made reasonably available for the examination and copying by each new treasurer.

V. MAINTENANCE

5.1 Maintenance by Owner. Each Owner shall maintain his Lot, improvements and appurtenances, at all times, in a safe, clean, sanitary, and attractive condition, and shall comply with all laws, ordinances and regulations pertaining to the removal of trash and rubbish, and the maintenance of on-site systems for surface and storm water drainage. No noxious, offensive or unsightly conditions shall be permitted upon any Lot, nor shall any condition or act be permitted by any Owner which results in an annoyance or nuisance to other Owners. The maintenance required of each Owner shall include, without limitation, the repair, replacement and care for roofs, gutters, downspouts, exterior building surfaces, walks, driveways, and other exterior improvements and glass surfaces, including the repainting of painted surfaces. All repainting or re-staining and exterior remodeling shall be subject to the provisions of Paragraph 8.5 of this Declaration. Each Owner shall keep all shrubs, trees, grass and plantings on his Lot neatly trimmed, properly cultivated and free of trash, weeds and other unsightly material. Trees and shrubs growing on Lots shall be pruned so as not to exceed thirty five (35) feet in height measured from the ground elevation at their trunks, exclusive of fill material. Damage caused by fire, flood, storm, earthquake, riot, vandalism, or other causes shall be the responsibility of each Owner, and shall be restored as soon as reasonably possible. In the event that any Owner fails to perform such maintenance and repair, the Association, upon ten (10) days advance written notice, shall have the right, but not the obligation, to perform the same, and to charge the Owner the reasonable cost thereof. In the event that the Owner shall fail to reimburse the Association for all such costs within ten (10) days after demand, the Association may, at its election, record and foreclose a lien for repayment of such expenditures.

5.2 Taxes. Each Owner shall pay when due all real property taxes and assessments levied against each Lot owned by said Owner.

VI. ASSESSMENTS

6.1 Use of Assessments. Maintenance assessments shall be used exclusively for the purpose of promoting the value and desirability of the Property for the mutual benefit of all Owners. Such assessments shall be expended by the Association for maintenance of: (i) common areas, (ii) stormwater drainage, retention and water quality facilities specified in Paragraph 3.1 of this Declaration, including without limitation the removal of debris, landscape maintenance and replanting,

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**DECLARATION OF COVENANTS
CONDITIONS AND RESTRICTIONS - 6**

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as necessary to comply with all environmental laws, (iii) the entry monument and easement, including without limitation landscaping and maintenance performed not less frequently than monthly, and (iv) comprehensive general public liability insurance covering the Declarant, and all persons who now or hereafter own Lots, against all claims for personal injury, death and property damage occurring in, upon or about common areas. There shall be no expenditure of funds belonging to the Association except: (a) as provided in this paragraph, or (b) upon concurrence of the Owners of sixty seven percent (67%) of the Lots, as provided in Paragraph 4.2 of this Declaration.

6.2 Special Assessments. In addition to regular maintenance assessments, special assessments may be levied for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair, equipment purchase or rental, or the enforcement of this Declaration, as necessary for the common benefit of the Owners. Any special assessment shall be levied only upon concurrence of the Owners of sixty seven percent (67%) of the Lots, as provided in Paragraph 4.2 of this Declaration.

6.3 Rate of Assessments. After the initial sale of each Lot, the Association shall assess and collect assessments from the Owner thereof, based on the number of Lots owned by said Owner. Assessments shall be divided equally among all Lots and paid by each Owner annually, prior to January 31 of the year assessed. The owners of any parcels subsequently added to this Declaration shall be deemed Owners, subject to all rights and obligations under this Declaration, including without limitation, and the payment of regular and special assessments levied hereunder. Assessments not paid when due shall be deemed delinquent and shall bear interest at the rate of eighteen percent (18%) per annum, or the highest rate allowed by law. The Association may, at its option, file a lien against any delinquent Lot, and foreclose the lien for collection of the delinquent assessment. Initial assessments shall be as specified on Exhibit 1 annexed hereto and incorporated herein by reference. Assessments may be increased from time to time as determined by concurrence of the Owners of sixty seven percent (67%) of the Lots, as provided in Paragraph 4.2 of this Declaration.

6.4 Personal Obligation. Each assessment, together with interest, costs and reasonable attorney's fees incurred in the collection of said assessment, shall also be the personal obligation of the Owner of the Lot at the time the assessment first became due. Said personal obligation shall not pass to the Owner's successors in interest unless expressly assumed.

6.5 Subordination of Lien to Mortgages. The lien of assessments provided herein shall be subordinate to the lien of any first mortgage properly filed in the records of Clark County. All assessments shall be prorated as of the date of closing of the sale of each Lot, and all liens and past due assessments shall be paid to the Association in full from the seller's proceeds at the close of escrow.

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**AMENDED
DECLARATION OF COVENANTS
CONDITIONS AND RESTRICTIONS - 7**

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VII. PROHIBITED USES

7.1 **Purpose.** Each Lot shall be used exclusively for residential purposes as permitted by the applicable zoning designation. The foregoing restriction shall not, however, be construed in such a manner as to prohibit Owners from: (i) renting or leasing the single-family residence constructed on any Lot, or (ii) maintaining their professional library at their residence, keeping their business and professional records or accounts therein, or handling their business or professional telephone calls or correspondence therefrom.

7.2 **Exterior Appearance.** Except as provided in Paragraph 7.14, Owners shall not display, hang, store or use any signs, clothing, clotheslines, sheets, blankets, laundry or other articles visible from any Lot, or any exterior location on the Property, except draperies, curtains or shades of commercial or comparable quality, which have a uniform exterior appearance.

7.3 **Temporary Structures.** No trailer, camper-truck or recreational vehicle (RV), unfinished or temporary structure (including without limitation uncovered foundations, garages, outbuildings, shacks, or tents) shall be used for habitation, either temporary or permanent, on any Lot or street or road.

7.4 **"A-Frame" Residences.** No "A-Frame" residential structure shall be permitted on any Lot.

7.5 **Mobile Homes.** No preconstructed building, residential or otherwise, may be placed on any Lot. Mobile homes may not be placed upon any Lot; provided, however, the Declarant may maintain a sales trailer on any Lot owned by the Declarant until all Lots have been sold.

7.6 **Commercial Operations.** No commercial operations shall be conducted on any Lot. Equipment used in commercial operations may not be stored in such a manner or location that it is visible from any Lot, street or road. Nothing in this paragraph shall be deemed to prohibit home offices as described in Paragraph 7.1 of this Declaration, provided that such offices are permitted within the applicable zoning designation. Nothing in this paragraph shall be deemed to prohibit overnight parking of pickup trucks in the driveway of any Lot, subject to the provisions of Paragraph 7.9 of this Declaration.

7.7 **Animals.** No livestock animals or poultry shall be permitted upon any Lot. Nothing in this paragraph shall prohibit the keeping of up to two (2) household pets or the creation and stocking of ornamental ponds; provided that pets shall be restricted, at all times, within fenced area or on a leash controlled by an adult. All Owners shall comply with governing laws and regulations pertaining to the conduct and keeping of animals.

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DECLARATION OF COVENANTS

CONDITIONS AND RESTRICTIONS - 8

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7.8 **Refuse.** No Owner shall keep or permit the accumulation of refuse, garbage or landscape debris upon any Lot. Garbage containers shall not be visible from any Lot, street or road, except on days designated for collection by the collecting agency.

7.9 **Parking.** No vehicle may be parked on any Lot, street or road for more than forty eight (48) hours, except within the confines of an enclosed garage. The following vehicles may not be parked on any Lot, street or road overnight, except within the confines of an enclosed garage: (i) heavy equipment, boats, trailers, motorcycles, trucks (other than pickup trucks of less than one ton capacity), mobile homes; and (ii) any vehicles in excess of one ton capacity.

7.10 **Vehicle Maintenance & Repair.** No vehicle maintenance or repair may be conducted on any private road, public street or easement within the boundaries of the Property. No vehicle maintenance nor repair may be conducted on any Lot except routine maintenance performed entirely within an enclosed garage.

7.11 **Fuel Storage.** Firewood and fuel tanks may not be stored on any Lot in a manner or location that it is visible from any Lot, street or road.

7.12 **Mechanical Equipment & Antennae.** No mechanical equipment, including without limitation window mounted air conditioners, shall be allowed on the front elevation of any building. No exterior radio nor television transmission nor receiving antennae shall be installed or erected on any Lot except one (1) satellite dish per Lot, not exceeding 18-inches in diameter, which is not visible from any street or road.

7.13 **Outdoor Facilities.** No outdoor appliances shall be located in front yards, driveways, or placed on any street or road, including without limitation play equipment and barbecues. Portable basketball hoops are permitted in private driveways so long as the users do not enter upon any street or road except to retrieve errant balls.

7.14 **Signs.** No sign of any kind shall be displayed to the public view on or from any Lot; provided, however, any Owner may place one temporary sign not larger than 18-inches by 24-inches, indicating that said Owner's Lot is for sale or lease; and provided, further, the Declarant and/or its agents may display signs advertising Lots and/or homes for sale, or otherwise advertising the project or related to the construction or financing thereof. Notwithstanding anything to the contrary contained herein, Owners may display ornamental plates, not larger than 6-inches by 24-inches, designating the name or address of the residence or the Owners thereof.

7.15 **Erosion Control.** No Owner shall allow drainage from any Lot owned by such Owner to be channeled in such a manner as to cause erosion on or under any other Lot, common area, street, or road.

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DECLARATION OF COVENANTS

CONDITIONS AND RESTRICTIONS - 9

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VIII. DEVELOPMENT STANDARDS

8.1 Architectural Control Committee. Each Owner agrees that no residence, garage, barn, outbuilding, fence, swimming pool, recreation facility, driveway, paving, gravel, or other improvement shall be constructed or erected upon any Lot, nor shall any exterior alteration or addition be commenced, until complete plans and specifications thereof have been reviewed and approved in writing by the Architectural Control Committee. For the purposes of this Declaration, all of the foregoing are referred to as "proposed improvements". Until the expiration of all Class "B" voting rights, as provided in Paragraph 4.2(b) of this Declaration, the Architectural Control Committee shall be composed solely of the Declarant, the Declarant's assigns, and any persons which the Declarant may appoint thereto. After the expiration of all Class B voting rights, the Architectural Control Committee shall be composed of three (3) Owners elected by vote of the general membership of the Association, as provided in Paragraphs 4.3 and 4.4 of this Declaration. Members of the Architectural Control Committee shall serve terms of one (1) year without compensation, but there shall be no limitation on the number of terms served. Plans and specifications required under this paragraph shall include: (i) a site plan of the entire Lot upon which the improvements are proposed, depicting all existing conditions and improvements; all public streets, easements and rights-of-way encroaching upon or contiguous with said Lot; and all proposed improvements, drawn to scale of not greater than one inch equals four feet (for purpose of example only, one inch equals 5 feet is a greater scale than one inch equals 4 feet); (ii) construction drawings showing the proposed improvement in complete detail, including any existing improvements to which it will be attached, drawn to a scale of not greater than one inch equals three feet; (iii) detailed specification of the composition and quantity of all materials to be used in the construction or erection of the proposed improvements, (iv) a color palate including samples of all proposed exterior materials and finishes, (v) a schedule including estimated dates of commencement and completion of each phase of construction. In addition to the foregoing, all plans and specifications shall conform to applicable state and local codes and regulations. Every sheet and page submitted shall specify the Lot Number and address of proposed improvements, and the correspondence address and telephone number of the Owner. All plans and specifications shall be prepared by an architect or engineer licensed in the State of Washington. Within thirty (30) calendar days after its receipt of complete plans and specifications, as provided above, the Architectural Control Committee shall send written approval or disapproval of proposed improvements by certified mail, return receipt requested, to the Owner's address specified on plans and specifications. Proposed improvements may be disapproved only for failure to comply with the provisions of this Declaration, and the Architectural Control Committee shall specify all objectionable elements of the proposal in any written disapproval. If the Architectural Control Committee fails to mail disapproval to the Owner within the times specified above, the proposed improvements shall be deemed approved; provided, however, all provisions and requirements of this Declaration shall remain applicable to the proposed improvements. The Owner may resubmit plans and specifications at any time; however, the Architectural Control Committee may refuse to review any plans and specifications which include elements previously disapproved. One

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DECLARATION OF COVENANTS

CONDITIONS AND RESTRICTIONS - 10

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set of approved plans and specifications shall be retained by the Secretary of the Association, and one set shall be maintained on the Lot during all phases of construction. All changes to plans and specifications shall be reviewed and approved by the Architectural Control Committee in the manner provided above. No action for damages, costs or attorney fees may be maintained against the Association, the Architectural Control Committee, or any member thereof, for the approval or disapproval of any proposed improvement; provided, however, any Owner may bring an action in the Superior Court of Clark County seeking a declaration, writ or injunction to stop construction and/or compel compliance with this Declaration.

8.2 Lot Size. After initial sale by the Declarant, no Lot may be further subdivided regardless of subsequent changes in zoning; provided, however, this paragraph shall not prevent: (i) the dedication of portions of any Lot for purposes of public streets or public utility easements, (ii) further subdivision of any Lots retained by the Declarant. Any such divided parcel shall be deemed a Lot subject to all of the rights and obligations under this Declaration, including without limitation, the payment of regular and special assessments levied hereunder.

8.3 Building Height. Residences constructed on the Lots shall not exceed thirty five (35) feet in height measured from the highest elevation of natural grade at the time of Lot acquisition (excluding fill resulting from construction activities) to highest elevation of the roof, without regard for averaging of any kind including, without limitation, the formula for measurement provided in the Uniform Building Code.

8.4 Minimum Size. The minimum living area of all residences constructed upon the Property, exclusive of basements, open or screened porches and attached or detached garages, shall be not less than: (i) two thousand five hundred (2,500) square feet for one story residences, and (ii) two thousand nine hundred (2,900) square feet for two story residences. For the purposes of this paragraph, daylight basements shall be excluded from the computation of square footage. Each residence must include a fully enclosed garage capable of enclosing at least three (3) full-sized automobiles. Carports may not be substituted for enclosed garages.

8.4 Design and Color Scheme. Exteriors walls of residences may be painted only in natural colors and hues approved by the Architectural Control Committee. The exterior colors and hues of residences shall be compatible among the Lots, and the exteriors of nonresidential structures shall be compatible in architectural style and color with residential structures constructed on the Lot. Exterior trim, fences, doors, railings, decks, eaves, and gutters shall be designed, built and maintained to be compatible with the exterior of the structures they adjoin.

8.5 Exterior Materials. Residences and other buildings constructed on Lots shall be roofed with concrete tile or architectural grade composition shingles with a minimum 30-year manufacturer warranty. Residences constructed on Lots shall utilize double wall construction, and

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AMENDED

DECLARATION OF COVENANTS

CONDITIONS AND RESTRICTIONS - 11

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exterior siding shall be limited to brick, stone, cedar, stucco, Hardi-Plank, or other material approved by the Architectural Control Committee. No pressed wood nor plywood exterior siding may be used on any improvement constructed on any Lot, including, without limitation, "T-111" siding. Windows installed in residences constructed on Lots shall be composed only of: (i) wood, or (ii) vinyl or anodized aluminum approved by the Architectural Control Committee. Garage doors installed in residences constructed on Lots shall be composed only of wood or metal.

8.6 **Fences.** Fences not exceeding six (6) feet in height may be erected in rear and side yards; provided, however: (i) no fence shall be erected closer than ten (10) feet to any street or road, and (ii) no such fence exceeding three (3) feet in height may be erected on any Lot closer to the street or road frontage than the front of the residence constructed thereon.

8.7 **Construction.** Each Owner, excepting the Declarant and any entity who acquires all of the Class "B" voting rights under Paragraph 4.2(b) of this Declaration, shall obtain approval from the Architectural Control Committee and all governing authorities, and commence construction of a single-family residence upon each Lot within twelve (12) months after the Owner's acquisition of said Lot unless the Architectural Control Committee has granted an extension in writing. All structures shall be completed, so as to present a completed appearance from any angle, within eight (8) months after commencement of construction unless the Architectural Control Committee has granted an extension in writing. Front yard landscaping on each Lot, and side yard landscaping on all corner lots, must be completed within twelve (12) months after commencement of construction. Lot driveways must be paved with concrete prior to occupancy of the residence constructed thereon. Construction sites shall be maintained in a clean and orderly condition, and all refuse and debris shall be removed at least once in every seven (7) day period.

8.8 **Fill Material.** Some of the Lots may contain fill material which will not conform to composition or compaction specifications for foundations. Each owner assumes complete responsibility, and covenants to locate all fill material and to excavate, design and provide foundation support in compliance with all code requirements and building standards.

8.9 **Heating and Air Conditioning.** No heating nor air conditioning units installed upon any Lot shall be visible from any other Lot, street or road. The location and configuration of heating and air conditioning units shall be subject to review and approval by the Architectural Control Committee.

8.10 **Mailboxes.** U.S. Mail shall be delivered only at locations specified by the U.S. Postal Service in boxes conforming to Postmaster requirements. No other mail boxes may be erected upon any Lot.

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AMENDED

DECLARATION OF COVENANTS

CONDITIONS AND RESTRICTIONS - 12

ERIKSON & HIROKAWA, PLLC
ATTORNEYS AT LAW
Fourth Floor, Main Place
1111 Main Street, Suite 402
Vancouver, WA 98660-2958
(360) 898-1012

8.11 Exterior Lighting. No exterior lighting shall be installed on any Lot without approval of the Architectural Control Committee. All exterior lighting including, without limitation, area, flood and ornamental lights, shall be subdued in brightness and tone.

IX. GENERAL PROVISIONS

9.1 Binding Effect. All present and future Owners and occupants of Lots, and the residences constructed thereon, shall be subject to, and shall comply with, the provisions of this Declaration. The acceptance of a deed or conveyance, or the entering into occupancy of any Lot or residence constructed thereon, shall constitute acceptance and ratification of the provisions of this Declaration by such Owner or occupant, as covenants running with the land, and shall bind any person having an interest or estate in such Lot or residence, as though such provisions were recited and stipulated at length in each and every deed, conveyance and lease of said Lot or residence. Failure to comply with this Declaration shall be grounds for an action by the Association or any aggrieved Owner to recover sums due for damages, injunctive relief, or both, plus costs and attorney fees. All lessees, invitees, contractors, family members, and other persons entering upon any Lot under the rights of an Owner shall comply with all of the provisions of this Declaration. The Owner shall be responsible for regulating such compliance, and shall be liable for any failure of compliance by such persons in the same manner and to the same extent as if such failure had been committed by the Owners themselves.

9.2 Enforcement. The Association and each Owner shall have the full power and authority, but not the obligation, to prosecute any proceedings at law or equity against any Owner who violates or attempts to violate any of the provisions of this Declaration, either to prevent such violation, or to recover damages sustained by reason of thereof, or both. No such proceedings shall be instituted until the violation has continued for at least thirty (30) days after written demand for compliance is made upon the offending Owner, specifying in detail the nature of the violation or attempted violation. Failure by any Owner or the Association to enforce any covenant or restriction contained herein shall not be deemed a waiver of said covenant or restriction.

9.3 Limitation of Liability. Neither the Declarant, nor any agent or employee of Declarant, shall be liable to any Owner on account of any act or failure to act in performing Declarant's obligations or pursuing Declarant's rights hereunder.

9.4 Indemnification. The Association shall indemnify and defend the Declarant and each officer and director of the Association from and against any and all liabilities, costs, demands, proceedings, damages, claims, judgments, deficiencies, attorney fees and costs resulting from their activities on behalf of the Association done in good faith, and within what they reasonably believed to be the scope of their power and authority, including, without limitation, such liabilities

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AMENDED

DECLARATION OF COVENANTS

CONDITIONS AND RESTRICTIONS - 13

ERIKSON & HIROKAWA, PLLC
ATTORNEYS AT LAW
Fourth Floor, Main Place
1111 Main Street, Suite 402
Vancouver, WA 98660-2958
(360) 696-1012

resulting from any error of judgment, acts or omissions unless caused by willful or reckless misconduct.

9.5 Duration and Amendment. The covenants and restrictions of this Declaration shall run with and bind the land for a term of twenty (20) years from the date upon which this Declaration is recorded, after which time they shall automatically be extended for successive periods of ten (10) years. This Declaration may not be amended except by an instrument signed by the Owners of sixty seven percent (67%) of the Lots, as provided in Paragraph 4.2 of this Declaration. No amendment of this Declaration shall be effective until filed for record with the Clark County Recorder.

9.6 Attorney Fees. Should any suit or action be instituted by the Association or any Owner to enforce any of the reservations, conditions, agreements, covenants and restrictions contained herein, or to restrain any violation thereof, the substantially losing party shall reimburse the substantially prevailing party for all costs and reasonable attorney fees incurred in connection therewith, including any appeal.

9.7 Severability. Should any provision of this Declaration be unenforceable or illegal, the remainder shall enforced according to its terms.

9.8 Notices. Any notice required or permitted by this Declaration shall be in writing and shall be deemed to have been properly given when: (i) actually received or personally served, (ii) twenty four (24) hours after deposit with Federal Express or equivalent overnight delivery service, postage fully prepaid, or (iii) forty eight (48) hours after deposit in the United States mail, postage fully prepaid, registered or certified mail, return receipt requested; addressed as provided in the records of the County assessor for mailing tax invoices to the Owner being notified; and to the Declarant as follows:

Solaris 0301, LLC
P O Box 871478
Vancouver, WA 98687

X. ADDITIONAL COVENANTS

10.1 Private Storm Drainage System Covenant. In addition to this Declaration, the Lots are encumbered by *Mutual Easement and Maintenance Covenant* which provides for the maintenance of mutual storm water drainage, retention, and water quality facilities which are or will be shared with the owners of Lots 1 through 6, Lacamas Grove Subdivision, located immediately south of the Property.

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AMENDED

DECLARATION OF COVENANTS

CONDITIONS AND RESTRICTIONS - 14

ERIKSON & HIROKAWA, PLLC
ATTORNEYS AT LAW
Fourth Floor, Main Place
1111 Main Street, Suite 402
Vancouver, WA 98660-2958
(360) 698-1012

Clark Auditor Mon Dec 11 12:41:11 PST 2006 4258431 Page 15

EXHIBIT 1
TO AMENDED DECLARATION OF
COVENANTS, CONDITIONS & RESTRICTIONS
LACAMAS ESTATES SUBDIVISION

ANNUAL ASSOCIATION DUES

Maintenance	\$ 2,000.00	
Insurance	\$ 300.00	
Enforcement	\$ 300.00	
Reserve	+ \$ 400.00	
<hr/>		
Total	\$ 3,000.00	
Number of Lots	÷	15
<hr/>		
Total Annual Association Dues Per Lot	\$ 200.00	

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BK 311 P414



Fidelity National Title Insurance Company

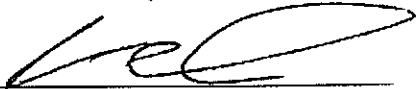
DECLARATION OF DEDICATION

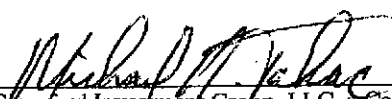
We, the undersigned owners of the above described real estate, do hereby lay out and plat the same into streets and lots, as shown upon the accompanying plat; said plat to be known as:

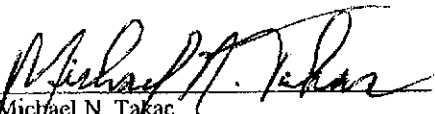
LACAMAS ESTATES

and we hereby dedicate said streets to the public use forever, but the ownership, use and enjoyment of all lots therein are subject to the easements as shown thereon, and to the following attached restrictive covenants which shall run with the land and be for the mutual benefit and protection of all lots within said plat and the owners thereof.

Dated this 10 day of August, 2006 at 8:00 A.M.


Solaris 0301, LLC, a Washington limited
Liability company
BY: William Rauch - member/manager


Stamford Investment Group, LLC, a Colorado
Limited liability company
BY:


Michael N. Takac

Abbreviated Legal Description: Section 28, Township 2 North, Range 3 East
APN: 175967-000

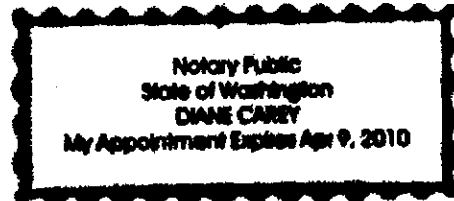
STATE OF WASHINGTON

COUNTY OF CLARK

I certify that I know or have satisfactory evidence that William Rauch
(is/are) the person(s) who appeared before me, and said person acknowledged that
(he/she/they) signed this instrument, on oath stated that (he/she/they) (is/are) authorized
to execute the instrument and acknowledge it as the **Member of Solarus 0301, LLC., a**
Washington limited liability company to be the free and voluntary act of such
party(ies) for the uses and purposes mentioned in the instrument.

Dated: 8/10/06

Diane Carey
Notary Public in and for the State of Washington
My appointment expires: 4/9/10



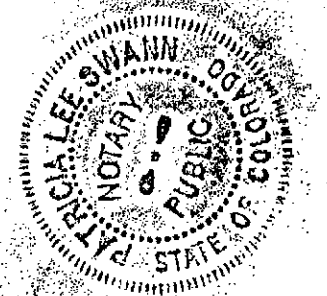
STATE OF COLORADO

COUNTY OF El Paso

I certify that I know or have satisfactory evidence that Michael N. Takac
(is/are) the person(s) who appeared before me, and said person acknowledged that
(he/she/they) signed this instrument, on oath stated that (he/she/they) (is/are) authorized
to execute the instrument and acknowledge it as the **Member of Stamford Investment
Group, LLC., a Colorado limited liability company** to be the free and voluntary act of
such party(ies) for the uses and purposes mentioned in the instrument.

Dated: 8/10/06

Patricia Lee Swann
Notary Public in and for the State of Colorado
My appointment expires: 5/02/10



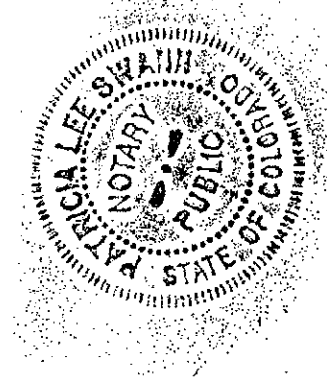
STATE OF COLORADO

COUNTY OF El Paso

I certify that I know or have satisfactory evidence that **Michael N. Takac**, is the person (s) who appeared before me, and said person (s) acknowledged that he/she signed this instrument and acknowledged it to be his/her free and voluntary act for the uses and purposes therein mentioned in this instrument

Dated: 8/10/06

Patricia Lee Swain
Notary Public in and for the State of Colorado
My appointment expires: 5/02/10



LEGAL DESCRIPTION

A PORTION OF LAND IN THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER AND THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 28, TOWNSHIP 2 NORTH, RANGE 3 EAST OF THE WILLAMETTE MERIDIAN, CLARK COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS;

BEGINNING AT THE SOUTHEAST CORNER OF SAID SOUTHWEST QUARTER; THENCE ALONG THE EAST LINE OF SAID SOUTHWEST QUARTER NORTH $00^{\circ}03'11''$ EAST 657.91 FEET; THENCE PARALLEL WITH THE SOUTH LINE OF SAID SOUTHWEST QUARTER SOUTH $89^{\circ}47'32''$ WEST 0.25 FEET TO THE TRUE POINT OF BEGINNING;

THENCE CONTINUING SOUTH $89^{\circ}47'32''$ WEST 329.08 FEET TO A POINT ON THE EAST LINE OF THAT SUBDIVISION AS RECORDED IN BOOK 311 OF PLATS AT PAGE 358, RECORDS OF SAID COUNTY;

THENCE ALONG SAID EAST LINE NORTH $00^{\circ}04'53''$ EAST 662.11 FEET TO A POINT ON THE SOUTH LINE OF THAT DEED AS RECORDED UNDER AUDITOR'S FILE NO. G547838, RECORDS OF SAID COUNTY;

THENCE ALONG SAID SOUTH LINE AND ITS EASTERLY PROJECTION, AND BEING PARALLEL WITH THE SOUTH LINE OF SAID SOUTHWEST QUARTER, NORTH $89^{\circ}47'32''$ EAST 346.50 FEET TO A POINT ON THE WEST LINE OF THAT SUBDIVISION AS RECORDED IN BOOK J OF PLATS AT PAGE 559, RECORDS OF SAID COUNTY;

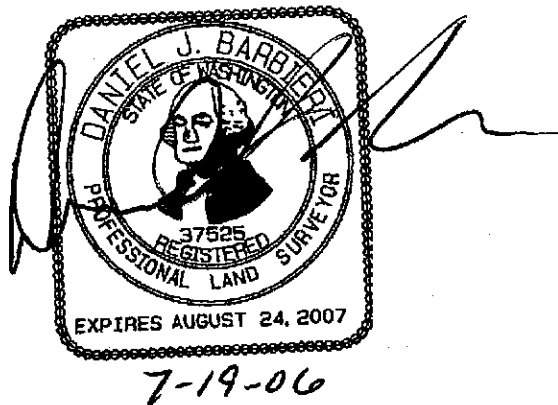
THENCE ALONG SAID WEST LINE SOUTH $00^{\circ}28'25''$ WEST 56.55 FEET;

THENCE CONTINUING ALONG SAID WEST LINE SOUTH $00^{\circ}45'22''$ WEST 250.00 FEET;

THENCE CONTINUING ALONG SAID WEST LINE SOUTH $01^{\circ}25'26''$ WEST 118.00 FEET;

THENCE NORTH $89^{\circ}05'04''$ WEST 11.53 FEET;

THENCE SOUTH $00^{\circ}01'54''$ WEST 237.86 FEET TO THE TRUE POINT OF BEGINNING.



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DECLARATION OF CONVENANTS, CONDITIONS AND RESTRICTIONS
FOR LACAMAS ESTATES SUBDIVISION
LOCATED IN CAMAS WASHINGTON

47 Parcel#: _____
48
49
50 City of Camas, Clark County, Washington
51

52 Project: Lacamas Estates Subdivision
53

54 **DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR**
55 **LACAMAS ESTATES SUBDIVISION**
56

57 This declaration, to be effective upon its recording in Clark County, Washington is made
58 and executed the 30 day of August, 2006, by Solarus 0301, LLC, a
59 Washington Limited Liability Company and/or assigns, _____,
60 (hereinafter referred to as "Declarant")
61

62 The Declarant is the Owner of certain real property in Clark County, Washington, which
63 is more particularly, described as Lacamas Estates Subdivision, in the plat of which has
64 been recorded with Clark County Recorder in Book 311, Page 414, and
65 incorporated herein by this reference.
66

67 The Declarant has created a subdivision known as Lacamas Estates Subdivision
68 (hereinafter "Subdivision") and may include other contiguous real property hereafter
69 owned by Declarant and Restrictions of Lacamas Estates Subdivision by a subsequent
70 declaration recorded by Declarant for that Purpose.
71

72 Declarant has deemed it desirable for the preservation of the value and desirability of the
73 real property in the Subdivision, as and when it is separately platted and declared to be a
74 part of Lacamas Estates Subdivision, shall thereafter be sold, conveyed, owned and
75 occupied subject to the provisions of this Declaration of Covenants, Conditions and
76 Restrictions. Each person or entity, upon acceptance of a deed or land sale contract to
77 purchase, covenants and agrees to comply with said provisions of this Declaration.
78

79 **Item 1.** "Declarant" means Solarus 0301, LLC or any successor or assigns
80 thereof specified as a successor Declarant in a written agreement between
81 the parties.
82

83 **Item 2.** "Declaration" means this declaration and any amendments thereto.
84

85 **Item 3.** "Living Unit" means a building or a portion of a building located upon a
86 Lot and intended for separate occupancy and ownership.
87

88 **Item 4.** "Lot" means a unit of land in the property that is platted for the purpose of
89 construction thereon (1) Living Unit.
90

91 **Item 5.** "Occupant" means the occupant of a Living Unit.
92

- 93 **Item 6.** "Owner" means the legal Owner or contract purchaser of any Lot or
94 Living Unit, which is the part of the Property.
95
- 96 **Item 7.** "Plat" means the final map, diagram, drawing, re-plat or writing
97 containing the descriptions, locations and other information on the Lots in
98 the Subdivision.
99
- 100 **Item 8.** "Property" means which the parcel of real property in which Declarant
101 records a plat and declares all or portions thereof to be part of Lacamas
102 Estates Subdivision. "Property" also means all improvements and fixtures
103 located on the property.
104
105

106 **ARTICLE I: DEFINITIONS**

107

108 Whenever used in this declaration, the following terms shall have the following
109 meanings:
110

- 111
- 112 1.1 "Association" means the nonprofit corporation to be formed to serve as the
113 owners association as provided in Article 9 hereof, and its successors and
114 assigns.
115
- 116 1.2 "Architectural Control Committee" means the Committee appointed
117 pursuant to Article 8 hereof.
118
- 119 1.3 "Common Areas" means the tract designated as such in this Declaration or
120 described on the Plat Map, including any Improvements thereon.
121
- 122 1.4 "Declarant" Shall refer to Solarus 0301, LLC, or its successors and assigns
123 where the rights and duties of Declarant are specifically assigned.
124
- 125 1.5 "Improvement" means every structure or improvement of any kind, including
126 but not limited to a fence, wall, driveway, swimming pool, storage shelter or
127 other product of construction efforts on or in respect to the Property.
128
- 129 1.6 "Lot" means a platted lot within the Property, with the exception of any tract
130 of Common Area.
131
- 132 1.7 "Mortgage" means a mortgage or trust deed; "mortgagee" means a mortgagee
133 or a beneficiary of a trust deed; and "mortgagor" means a mortgagor or a
134 grantor of a trust deed.
135
- 136 1.8 "Residence" shall mean that portion or part of any structure located on a Lot
137 intended to be occupied by one family as a dwelling, together with attached or

detached garage, as the case may be, and the patios, porches, or steps annexed thereto, and shall also include any accessory unit.

1.9 "Sold" means that legal title has been conveyed or that a contract of sale has been executed and recorded under which the purchaser has obtained the right of possession.

1.10 "Declaration" means all of the easements, covenants, restrictions and conditions set forth herein, together with any rules or regulations promulgated hereunder, as the same may be amended or supplemented from time to time in accordance with the provisions hereof.

ARTICLE II NAME

Section 1. The name by which the community is to be identified is LACAMAS ESTATES SUBDIVISION.

ARTICLE III GENERAL DEVELOPMENT PLAN

Section 1. Sidewalks: Each Owner of a Lot shall construct sidewalks along the street frontage of his Lot in the location and to the specifications determined by the City of Camas, Clark County or any other government agency having jurisdiction. The sidewalk is to be constructed concurrent with Lot improvements and shall be maintained and repaired by the Owner as necessary.

Section 2. Construction: Each Owner of a Lot shall have a maximum of 12 months from the date of purchase for Declarant to commence construction of a Living Unit.

ARTICLE IV USE RESTRICTIONS AND OBLIGATIONS

Section 1. Property Use: All Lots within the Subdivision shall be residential use with only single-family detached housing/home structures being allowed as a Living Unit. One Living Unit per Lot. No commercial activities of any kind shall be carried on any portion of the property, except Lot Owner may sell, rent or bargain with the public the ownership of a Lot(s). This provision however, shall not be construed so as to prohibit an Owner from maintaining his professional library, keeping his professional telephone calls, or occasionally conferring with business or professional associates in his Living Unit.

Section 2. Animals: Other than a maximum of two household pets per Living Unit, no animals or fowls shall be raised, kept, or permitted within the Property. No animals or

any kind; shall be kept, bred or raised for commercial purposes. All pets shall be confined to the Owner's Living Unit or Lot and shall not be permitted to run free otherwise to be or become a nuisance or source of annoyance to other Owners or occupants. All Owners of pets will abide by municipal sanitary regulations and leash laws as regulated by the municipal authorities.

Section 3. Vehicles: No trucks (except family pickups), house trailer, motor home, camper, boat, any trailer of any type, shall be permanently parked on any street or driveway, other than for temporary parking, (for a period of 48 hours), and then solely for the purpose of loading or unloading, or a service call; However, these vehicles and/or recreational units may be kept or stored on the Owners Lot, where a home and garage unit has been built and such unit (s) are parked in a garage or to the side of the home or rear yard, that has been fenced from public view. No type of covering over such storage is allowed.

Section 4. Signs: No signs shall be erected or displayed on any Lot or Living Unit other than Owners or occupants address and name, no larger than 6 inches by 24 inches, or one temporary sign to advertise the sale or rent of the Lot or Living Unit larger than 18 inches by 24 inches, which shall be removed timely upon completion of real estate transaction.

Section 5. Trash Collection and Storage: All trash and garbage shall be deposited in closed containers and only placed outside screened frontage area on pickup days or for sanitary crews with whom Occupant or Owner(s) have contracted.

Section 6. Antennas and Dishes: There shall be no exposed or exterior radio or television transmission or receiving antennas erected, placed or maintained on any structure or land in the Subdivision, other than compact dishes under 18 inches in diameter and only installed on the side or rear of living unit and not visible from the Street.

Section 7. Vacant Lots: All vacant Lots, Lots under construction shall be kept clear of high weeds and/or construction debris. Erosion control to be enforced per City Code and/or Owners to resolve any water flow or damage to neighboring Lots and/or stop the flow of debris and/or ground cover to flow in streets, subdivision drainage and/or water quality. Storage of any nature, including vehicles or construction material are not allowed on vacant lots.

Section 8. Owner's Obligation: The Owner of a Lot will be responsible for any necessary grading, drainage, or retaining walls. The Declarant shall not be responsible for any of the cost thereof. Each Owner shall maintain the exterior appearance of his Living Unit and Lot area in an attractive manner. The Owner of a Lot will be responsible for keeping his Lot clean, debris free, avoiding roadway mud and grass cuttings entering onto the streets and ending up in the project drainage systems, detention pond, adjoining greenbelt and/or neighboring areas.

Section 9. Rubbish and Trash: No lot shall be used as a dumping ground for trash or rubbish of any kind. All garbage and other waste shall be kept in appropriate sanitary containers for proper disposal, and except for day of collection shall be kept within garages or a screened enclosure, which is out of Public View. Yard rakings, dirt and other material resulting from landscaping work shall not be dumped onto streets or on any Lots. Should any Owner fail to remove any trash, rubbish, garbage, yard rakings or any such material from any Lot where deposited by him within ten (10) days following the date on which notice is mailed to him by the Board of Directors of the Association, the Association may have such materials removed and charge the expense of such removal to the Owner.

Section 10. Commencement of Construction: The Owner shall commence construction of a residence on the Owner's Lot within one (1) year after acquisition by the Owner, unless the Architectural Control Committee has approved an extension of such period. Prior to commencement of construction, the Lot shall be kept in a neat and orderly condition, free of brush, vines, weeds and other debris, and the grass shall be cut or mowed at regular intervals sufficient to prevent creation of a nuisance or fire hazard.

Section 11. Course of Construction: The site shall be kept reasonably clean and in workmanlike order, free of litter and debris, with a garbage can or other garbage disposal facility on site during such period. Construction sites shall be cleaned at least once every seven (7) days. All building materials shall be kept completely on the construction site. The owner or builder shall be responsible for the actions of there workers, including subcontractors, in connection with construction work on the Lot.

Section 12. Completion of Construction: The construction of any building on any Lot, including painting and all exterior finish, shall be completed within eight (8) months from the beginning of construction so as to present a finished appearance when viewed from any angle. In the event of undue hardship due to weather conditions, this provision may be extended for a reasonable length of time upon written approval from the Architectural Control Committee.

Section 13. Temporary Structures: No structure of a temporary character, trailer, motor home or tent shall be used on any Lot at any time as a residence either permanently or temporarily for more than ten (10) days and then subject to the rules and regulations of the Association.

Section 14. Outdoor Facilities:

- (a) Outdoor appliances such as play equipment, barbecues, basketball courts, hoops and the like shall not be located in front yards, attached to the front of a Residence or placed on public streets.
- (b) Service facilities (garbage, fuel tanks, clothesline, etc.) shall be screened such that the elements screened are not visible at any time from the street or a neighboring property.

276
277 **Section 15. Association Rules and Regulations:** In addition the Association
278 from time to time may adopt, modify or revoke such rules and regulations governing
279 the conduct of persons and the operation and use of the lots and the common area as it
280 may deem necessary or appropriate in order to assure the peaceful and orderly use
281 and enjoyment of the property. A copy of the rules and regulations, upon adoption,
282 and a copy of each amendment, modification or revocation thereof, shall be binding
283 upon all Lots and all Owners and occupants of all lots upon the date of adoption. The
284 method of adoption of such rules shall be as provided in the Bylaws of the
285 Associations.

286
287 **Section 16. Miscellaneous:** Basketball hoops and the like may not be attached
288 to the frontage of a living unit or Garage Structure or be placed on public streets.
289 They are to be confined to the driveway area only.
290
291

292 **ARTICLE V: DESIGN GUIDELINES**

293
294 **Section 1. Building Size:** Design consideration shall be given to maintain
295 compatibility to the surrounding Living Units and area. Living Units shall be no higher
296 than two & 1/2 stories above finished grade level with a maximum of thirty-four (34 feet)
297 ridgeline above the finished grade at the Living Unit foundation. Minimum square
298 footage for a Single Family Detached Living Unit, excluding garage, enclosed patios or
299 decks, attics and unheated storage area shall be as follows: (a) One Story: 2,500 square
300 feet (b) Two Story: 2,900 square feet (c) Living Units built in a daylight basement or split
301 level configuration, first level to be considered below finished grade level, 2nd floor is
302 level grade. 2 1/2 story homes shall be permitted provided that the minimum square
303 footage of two levels is at least 2900 square feet.
304

305 **Section 2. Building Sites:** All structures shall be constructed with the setback and
306 side yard requirements set by the City of Camas.
307

308 **Section 3. Garages:** Each Living Unit to provide garage enclosures, for a minimum
309 of three (3)-car parking. Carports cannot be substituted as an enclosed garage area.
310

311 **Section 4. Fences and Decking:** The maximum height of a boundary fence on any
312 lot shall be six (6) feet. Said fence may not be placed forward of the dwelling's front
313 elevation building footprint. The design and material usage for all fencing in Lacamas
314 Estates is set forth in Exhibit "B" which is, part of the CC&R's of Lacamas Estates.
315

316 **Section 5. Exterior Materials:** Exterior materials must be approved for use by the
317 Architectural Control Committee. Roofing materials must be concrete tile or a minimum
318 30 (thirty) year manufacturer warranted architectural asphalt composition. The exterior
319 siding material shall be as follows; Brick, Stone, Cedar, Stucco, Hardi Plank, or an
320 approved alternative lap siding. Dwellings shall be double wall construction. T-111
321 plywood or other pressed wood sheet siding shall NOT be permitted. Board and batten

siding shall be permitted. Windows shall be wood or an approved vinyl or approved anodized aluminum. Exterior doors shall be wood or an approved substitute. Garage doors can be of either wood or metal construction. In appropriate circumstances, the Architectural Control Committee can approve other materials, if necessary, to facilitate design, provided they are in keeping with the character of Lacamas Estates Subdivision.

Section 6. Exterior Finish: The exterior finish of all construction on any Lot shall be designed, built and maintained in such a manner as to blend in with the existing structures and landscaping within this subdivision. The Architectural Control Committee, in accordance with **Article IX**, must approve exterior colors. Exterior trim, fences, doors, railings, decks, eaves, gutters and exterior finish on garage and other accessory buildings shall be designed, built and maintained to be compatible with the exterior of the structures they adjoin. Mail box and newspaper receptacles placed in front of any Lot shall be included in a signal structure of a design approved by Declarant prior to construction unless otherwise dictated by the U.S. Postal Service.

Section 7. Landscaping: All Lots to be landscaped in the front yard prior to occupancy. Landscaping to be maintained in an attractive appearance.

Section 8. Trees/Trimming: Trees to be trimmed at such time as they reach a height that exceed the maximum height grade level established for this subdivision, which is (34) feet. Trees that are taller than 34 feet as of the date of the execution of this document shall be exempt.

Section 9. Lighting: Area, flood and ornamental lighting must be of a subdued nature and must be approved by the Architectural Control Committee.

Section 10. Window Coverings: Window coverings, other than commercially produced curtains, shutters, drapes or blinds, or those non-commercially produced but of comparable quality, shall not be permitted to be visible from any public or private street at any time after occupancy of dwelling.

Section 11. Heating and Air Conditioning: Exterior air conditioning or heating units of heat pump design shall be approved by the Architectural Control Committee subject to location on the Lot, which will be located behind the perimeter fence area. Window mounted air conditioners shall not be allowed.

ARTICLE VI
PRIVATE STORM DRAINAGE SYSTEM COVENANT

Section 1. Property served by private storm drainage system and subject to the terms of this covenant.

(a). Subdivision Storm Pond and Facility, identified as, Tract "A" on the recorded plat. Facility was built as a requirement and permanent improvement; which is beneficial to all 15 Lot Owners of the Lacamas Estates Subdivision and the 6 Lot Owners of the Lacamas Grove Subdivision, and is to be maintained by Lots 1 through 15 of the Lacamas Estates Subdivision and Lots 1 through 6 of the Lacamas Grove Subdivision.

Section 2. Purpose: This covenant shall be to provide adequate maintenance and repair as necessary to maintain in good working order the various private rear storm line serving the Lots identified herein and the Storm Water Facility for all Lots within the Lacamas Estates Subdivision and Lacamas Grove Subdivision. This covenant shall run with the land for as long as the storm lines and Pond Area as now engineered, installed and platted for the specific Lots identified in the Lacamas Estates Subdivision Recorded Plat, Book _____ of plats at Page _____ and the Lacamas Grove Subdivision Recorded Plat, Book _____ of plats at Page _____ records of the City of Camas, Clark County, Washington are needed.

Section 3. Owners Responsible: The responsibility for this covenant shall be to any person holding beneficiary interest in a Lot or Lots identified herein where by deed, real estate contract or other instrument evidencing the ownership to the Lot.

Section 4. Standards of Maintenance: Maintenance shall include but not limited to, repair of line damage by puncture, conveyance pipe and joint replacements and vegetation control as necessary for those Lots improved with rear yard drainage systems to have continuous storm line flow to public street connections, maintenance of the Storm Water Pond & Facility shall include but not limited to repair of fencing, damage of any type, continued flow of drainage systems as engineered and vegetation control for the benefit of all 15 Lot Owners of the Lacamas Estates Subdivision and 6 Lot Owners of the Lacamas Grove Subdivision.

Section 5. Funds, Collection and Expenditures:

(a). Individual Lot rear yard storm drainage line, no set amount has been established: each Lot Owner to be reasonable about maintaining their section of storm pipe that is installed between each Lots property lines, as identified on the Recorded Plat.

(b). Storm Water Pond and Facility, no set amount has been established: Each Lot Owner of the Lacamas Estates Subdivision and Lacamas Grove Subdivision

414 to pay a pro-rata share of the repairs and/or maintenance that will allow the Storm
415 Water pond & Facility to remain as installed and intended by the original
416 developers and approved by the City of Camas Engineering.
417

418 **Section 6. Administration and Continuing Obligation:**
419

420 (a). In the event the rear storm line (s) is not repaired or maintained as intended
421 by this covenant, Lot Owners of the subject line may resolve the repair or
422 maintenance of the line and shall be entitled to reasonable costs and if necessary
423 reasonable attorney's fees upon recovery.
424

425 (b). Cost of Repairs and/or maintenance of the Storm Pond and Facility to be
426 supervised and managed by a committee of (3) three of the Lot Owners of the
427 Lacamas Estates Subdivision and Lacamas Grove Subdivision. The committee
428 would be responsible to investigate and recommend any repairs and/or
429 maintenance required to the Storm Pond and Facility to the 15 Lot Owners of the
430 Lacamas Estates Subdivision and the 6 Lot Owners of the Lacamas Grove
431 Subdivision. Upon approval of 75% of the Lacamas Estates Subdivision and the
432 Lacamas Grove Subdivision Lot Owners, the committee would take the
433 appropriate action to cause repairs and/or maintenance of the Storm Pond and
434 Facility. Any Cost (s) or Expenditure(s) resulting from the committee's action to
435 be pro-rated individually to the 15 Lot Owners of the Lacamas Estates
436 Subdivision and the 6 Lot Owners of the Lacamas Grove Subdivision. Payment
437 by Lot Owners, as requested, would be reasonable and timely. Payments (s) not
438 made, the committee would have the authority to cause a lien to be filed against
439 the Lot(s) of the non-paying Lot Owners.
440

441 This covenant herein is intended for the full use and enjoyment of the properties
442 described herein and shall be binding upon all Owners, their heirs, successors and
443 assigns. In the event any property changes hands, the present and future Owner shall be
444 responsible to resolve any past due charges against the Lot(s) at the time of transfer of
445 ownership.
446

447 **Section 7. City of Camas Amendment:** This covenant to maintain the rear yard
448 storm line and Storm Pond and Facility cannot be amended or changed without the
449 written approval of the City of Camas.
450
451
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459

460 **ARTICLE VII**
461 **DECLARANT'S RIGHTS**
462

463 **Section 1. Sales Office and Models:** Declarant shall have the right to maintain a
464 Sales office and Model Unit in one or more of the Lots or Living Units, which the
465 Declarant owns. The Declarant and prospective purchasers and their agents shall have
466 the right to use and occupy the Sales Office and Model during reasonable hours any day
467 of the week. Declarant may assign these rights to other developers of Lots or Living
468 Units on the Property.

469
470 **Section 2. Project Signage:** Declarant reserves the right to locate and maintain on
471 the property a sign or signs with a description of Lacamas Estates Subdivision and sales
472 information. Such signage shall be appropriate, not exceeding a size of 5 feet by 10 feet
473 and shall be removed upon the sale of the last parcel or Lot of the subdivision sold and
474 escrow closed.

475
476 **Section 3. Addendums/Amendments to CC&R's:** Declarant has the right to
477 modify the CC&R's at anytime, by providing a written addendum and recording same in
478 the public records of the City of Camas, Clark County, Washington. Such modification
479 will be assumed reasonable and in the best interest of a minimum of 75% of all the
480 Owners of the Lacamas Estates Subdivision.

481
482 **ARTICLE VIII**
483 **ARCHITECTURAL CONTROL COMMITTEE**
484

485 **Section 1. Architectural Review:** No structure, including storage shelters, shall be
486 commenced, erected, placed or altered on any Lot until construction plans and
487 specifications and a plat showing the nature, shape, heights, material, colors and proposed
488 location of the structure as outlined in the required "Compliance Sheet" to be submitted
489 on each project as per exhibit "A" on page 15 of the CC&R's or changes have been
490 submitted to and approved by the Architectural Control Committee. It is the intention
491 and purpose of this covenant to assure quality of workmanship and materials, harmony of
492 external design with the existing structures as to location, topography, and finished grade
493 elevations to avoid plan repetition. In all cases, the Architectural Control Committee's
494 consent is required.

495
496 **(a) Major Construction:** In the case of initial or substantial additional
497 construction of a dwelling the Owner shall prepare and submit to the Architectural
498 Control Committee such plans and specifications for the proposed work as the
499 Committee may require. Material required by the Committee may include, but
500 not necessarily be limited to the following:

501
502 **(a-1)** A plan indicating location of all improvements, including private
503 drainage.
504

505 (a-2) Drawings showing elevations, exterior materials and exterior color
506 scheme of all improvements, including the mailbox/newspaper
507 structure and fencing.

508
509 (a-3) Drawings showing yard landscape design and location, including a
510 description of plant materials.

511
512 The Architectural Control Committee shall render its decision with respect to the
513 proposal after it has received all required materials.

514
515 (b) **Minor Work:** In the case of minor additions or remodeling, change of
516 existing exterior color scheme or exterior materials, greenhouse, or swimming
517 pools constriction, or any other work not referred to in (a) above, the Owner shall
518 submit the Architectural Control Committee such plans and specifications for the
519 proposed work as the Committee determines to be necessary to enable it to
520 evaluate the proposal. The Architectural Control Committee shall render its
521 decision with respect to the proposal after it has received all material required by
522 it with respect thereto.

523
524 **Section 2. Architectural Control Committee Decision:** The committee may, at its
525 sole discretion, withhold consent to any proposed work if the Committee finds that the
526 proposed work would be inappropriate for the particular Lot or incompatible with the
527 design standard that the Declarant intends for the subdivision. Considerations such as
528 siting, shape, size, color, design, height, and impairment of the view from other Lots
529 within this subdivision or other effects on the enjoyment of other factors, which the
530 Committee reasonably believes to be relevant, may be taken into account by the
531 Committee in determining whether or not to consent to any proposed work.

532
533 **Section 3. Inspection:** Upon completion of any improvement, the property Owner
534 shall notify the Committee in writing. The Committee shall have thirty (30) days in
535 which to inspect and examine the improvement for compliance with architectural and site
536 plans as approved by the Committee. Should the Committee fail to act within such thirty
537 (30) days, the improvement shall be deemed to conform and have been approved. In the
538 event the improvement does not comply, the Committee shall give the Owner written
539 notice of same and shall require compliance or removal of the improvement within thirty
540 (30) days.

541
542 **Section 4. Membership – Appointment and Removal:** The Architectural Control
543 Committee, hereinafter referred to as the Committee, shall consist of as many persons as
544 the Declarant may from time to time appoint. The Declarant shall keep on file at its
545 principal office a list of names and addresses of Committee members. A member of the
546 Committee shall not be entitled to any compensation for services performed pursuant to
547 these Covenants. The powers and duties of such Committee shall cease one-year after
548 completion of construction of all dwellings on all building sites with this project and the
549 sale of said dwellings to the initial Owner/occupants.

550

551 **Section 5. Liability:** Neither the Architectural Control Committee nor any member
552 thereof shall be liable to any Owner, occupant, building or developer for any damage,
553 loss or prejudice suffered or claimed on account of any action or failure to act by the
554 Committee or a member thereof, provided that the member has, in accordance with actual
555 knowledge possessed by him, acted in good faith.

556
557 **Section 6. Action:** Except as otherwise provided herein, any one member of the
558 Architectural Control Committee shall have power to act on behalf of the Committee,
559 with the necessity of a meeting and without the necessity of consulting the remaining
560 members of the Committee. The Committee may render its decisions only by written
561 instrument setting forth the taken by the members consenting thereto.

562
563 **Section 7. Non-Waiver:** Consent by the Architectural Control Committee to any
564 matter proposed to it within its jurisdiction under these covenants shall not be deemed to
565 constitute a precedent or waiver impairing its right to withhold approval as to any similar
566 matter thereafter proposed or submitted to it for consent.

567
568 **Section 8. Effective Period of Consent:** The Committee's consent to any proposed
569 work shall automatically be revoked one year after issuance unless construction of the
570 work has commenced or the Owner has applied for and received an extension of time
571 from the Committee.

572
573 **ARTICLE IX**
574 **GENERAL PROVISIONS**
575

576 **Section 1. Enforcement:** The Declarant or any Owner(s) of Lots shall have the right
577 to enforce, by any proceeding at law, or in equity, all covenants, conditions and
578 restrictions now or hereafter imposed by the provisions of the Declaration. Failure on the
579 part of any of said parties affected by this Declaration at any time to enforce any
580 provisions herein shall in no event be deemed a waiver thereof, of the right to do so
581 thereafter.

582
583 **Section 2. Serverability:** Invalidity of any one of these covenants or restrictions
584 by judgment or Court order shall in no way invalidate any other provisions of this
585 Declaration, which shall remain in full force and effect.

586
587 **Section 3. Terms:** The provision outlined in this Declaration shall apply to all units
588 (Lots) in Lacamas Estates Subdivision and shall be binding on all Lot Owners, their heirs,
589 their successors, or assigns for a period of thirty (30) years from the date this Declaration
590 is recorded, thereafter, they shall automatically be extended for successive periods of ten
591 (10) years.

592
593 **Section 4. Conflicts with the City of Camas Codes and Regulations:** These
594 covenants, conditions and regulations (CC&R's) constitute a private agreement among
595 the Owners of Lots with Lacamas Estates Subdivision and will not be enforced by the
596 City of Camas. This CC&R's do not restrict the City's authority to adopt or amend its

597 development regulations. There may be conflicting requirements between these CC&R's
598 and the City's regulations. It is the duty of every person engaged in development within
599 Lacamas Estates Subdivision to know the requirements of these CC&R's. In the event a
600 conflict between a City regulation and these CC&R's, any question regarding which
601 provision controls shall be directed to the Architectural Control Committee. The City
602 will not be liable for any approvals or permits which are granted in compliance with the
603 City regulations, but are not in compliance with these CC&R's. City conditions affecting
604 these Lots are found on the face of the Plat of Lacamas Estates Subdivision, which is of
605 public record.

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COMPLIANCE SHEET: LACAMAS ESTATES SUBDIVISION CAMAS, WA

Lot# _____

- | | | | |
|-----|---|-----------------|-------------------------------|
| 1. | Plot Plan | 1. | |
| 2. | Architectural Drawings | 2. | |
| 3. | Height limitation | 3. | Subject to City of Camas Code |
| 4. | Dwelling size | 4. | |
| | _____ Single Level: Main: _____ Upper: _____ Basement _____ | | |
| 5. | Set Backs- Front-Side- Rear | 5. | Subject to City of Camas Code |
| 6. | Exterior Materials: | See Paragraph # | CC&R'S |
| | A. Roofing | A. | |
| | B. Siding (front, side & rear) | B. | |
| | C. Windows | C. | |
| 7. | Exterior Color Schemes | 7. | |
| 8. | Landscape Plan | 8. | See paragraph # _____ CC&R'S |
| 9. | Fencing | 9. | See _____ |
| 10. | Garage Orientation | 10. | |

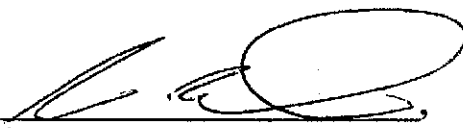
COMMITTEE APPROVAL:

DATE: _____

COMMENTS: _____

652 IN WITNESS WHEREOF, the undersigned, being Declarant herein, has hereunto
653 set its hand this day of August 30, 2006.

654
655 SOLARUS 0301, LLC
656

657
658
659 By: 
660 William Rauch
661 Managing Member
662

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668 STATE OF WASHINGTON)

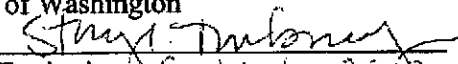
669)ss.
670 County of Clark)
671

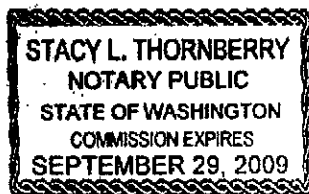
672
673 On this 30 day of August, before me personally appeared
674 William Rauch, to me known to be the
675 Managing Member of Solarus 0301, LLC that
676 executed the within and foregoing instrument, and acknowledged said instrument to be
677 the free and voluntary act and deed of such corporation, for the uses and purposes therein
678 mentioned, and on oath stated that he/she was authorized to execute said instrument. .
679

680 In Witness Whereof, I have hereunto set my hand and affixed my official seal the
681 day and year first above written.
682

683 Dated: August 30, 2006
684

NOTARY PUBLIC in and for the State
of Washington


Expiration: September 29, 2009



V56796

CERTIFICATION FOR PLATTING

This is to certify that in connection with the recordation of the plat and dedication of

LACAMAS ESTATES

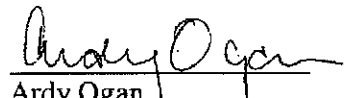
The following list comprises all necessary parties signatory thereto:

SOLARUS 0301, LLC, a Washington limited liability company
STAMFORD INVESTMENT GROUP, LLC, a Colorado limited liability company
MICHAEL N. TAKAC

This certification does not purport to reflect a full report on condition of title nor nature and extent of interest vested in each of the parties enumerated above, and shall have no force and effect except in fulfilling the purpose for which it was requested.

Dated *30 day of August* 2006 at 8:00 A.M.

FIDELITY NATIONAL
TITLE INSURANCE COMPANY


Ardy Ogan
Title Officer



DOUG LASHER
Clark County Treasurer

PO BOX 5000, Vancouver, Washington 98666-5000
Telephone (360) 397-2252, Fax (360) 397-6042 Web: www.clark.wa.gov/treas

Advance Taxes Collected
Plat Certification Letter

DATE: August 30, 2006

TO WHOM IT MAY CONCERN:

This is to certify that the 2007 ADVANCE Real Property tax in the amount of \$9,436.53 has been paid. We further certify that the current and all prior years taxes and all special assessments have been paid in full on the property described as follows:

Account Nbr(s)	1st Line Legal(s)
1) 175967-000	TO BE LACAMAS EST #40 SEC 28 T2N R3EWM 5.01A

Platted As: LACAMAS ESTATES

Platted By: SOLARUS DEVELOPMENT
P O BOX 871478
VANCOUVER WA 98687


Doug Lasher
Deputy Treasurer

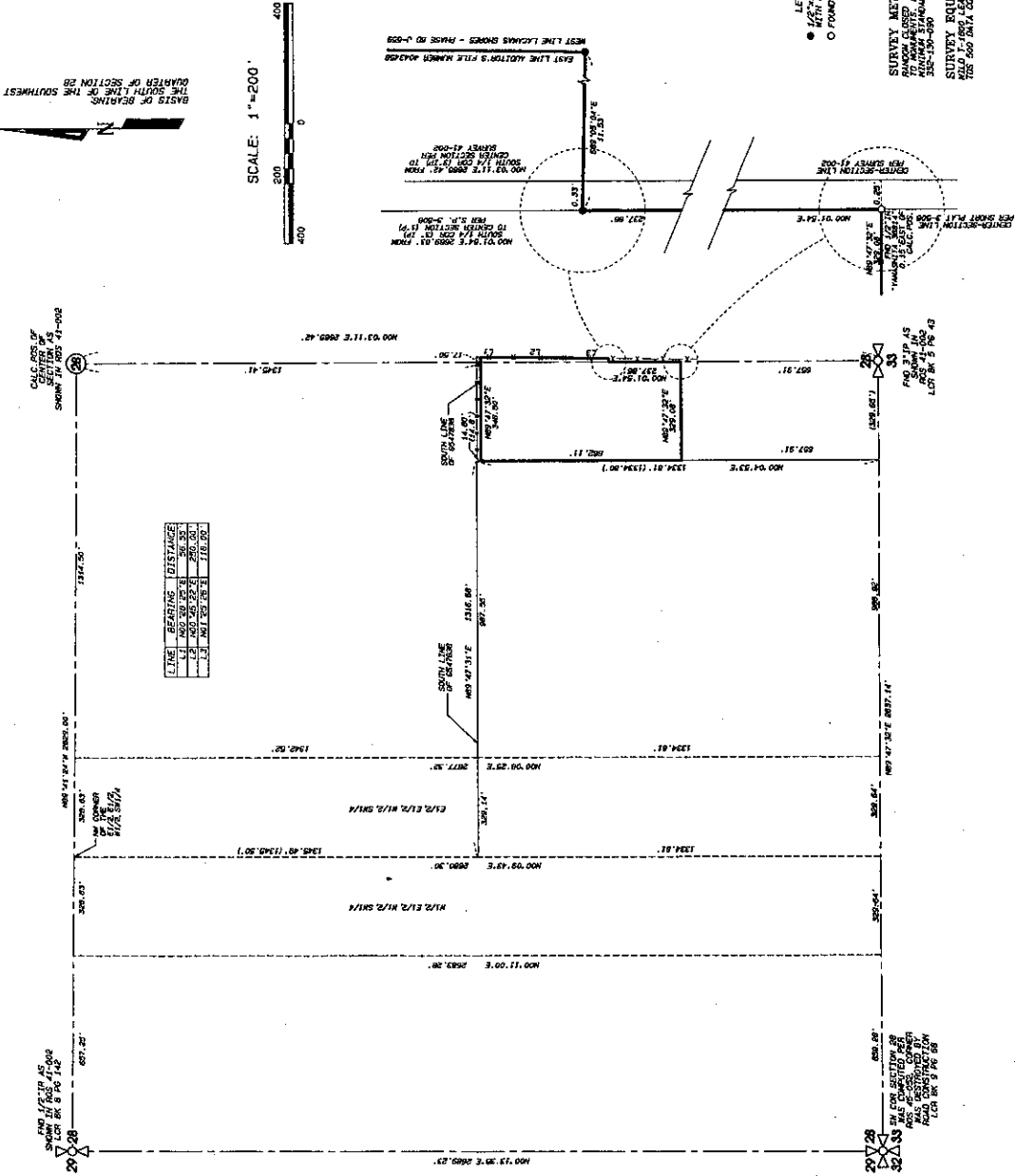
TR#: 65716

The original copy of the treasurer's receipt is being held by the Clark County Treasurer, until such time as the current receipt can be issued, and a refund, if any due; can be made. This certification is not valid for 2006 taxes if the plat is not recorded with Clark County Auditor by May 31st of this year, the 2007 Advanced taxes must be paid in order to record this plat.

BK 311 Pg 414

LACAMAS ESTATES

A SUBDIVISION LOCATED IN THE SE 1/4
OF THE SW 1/4 AND THE SW 1/4 OF THE SE 1/4
OF SEC. 28, T2N, R3E, W4
IN THE CITY OF CHAMAS,
CLARK COUNTY, N.M.



CITY PLANNING COMMISSION
APPROVED: *[Signature]* DATE: 8/28/06
CITY MAYOR
APPROVED: *[Signature]* DATE: 8/28/06
ATTEST: *[Signature]* DATE: 8/28/06
CITY ENGINEER
APPROVED: *[Signature]* DATE: 8/28/06
CITY FIRE CHIEF
APPROVED: *[Signature]* DATE: 8/28/06
COUNTY ASSESSOR
APPROVED: *[Signature]* DATE: 8/28/06
COUNTY AUDITOR
APPROVED: *[Signature]* DATE: 8/28/06
COUNTY CLERK
APPROVED: *[Signature]* DATE: 8/28/06
COUNTY ATTORNEY
APPROVED: *[Signature]* DATE: 8/28/06

SURVEYOR'S CERTIFICATE
THIS MAP IS A TRUE AND CORRECT REPRESENTATION OF LANDS ACTUALLY
SURVEYED BY ME OR UNDER MY DIRECTION IN CONFORMANCE WITH THE
PROVISIONS OF R.C.M. 30, 17 LANDS OF WASHINGTON.



LEGEND
● 1/4" DIA. BRASS MARKER WITH CAP ATTACHED TO BE SET IN LEAD
○ 1/4" DIA. BRASS MARKER ATTACHED TO BE SET AFTER RECORDING
○ FOUND MONUMENT AS NOTED

SURVEY METHOD:
TRaverse with a cap station at the south end, using a Leica total station and a Leica 3000 S total station.

BARRETT & ASSOCIATES, INC.
SURVEYOR
7017 NE 147th Ave
Vancouver, WA 98686-1001
PH: 206-885-1188

BK 311 Pg 414 sheet 1 of 2

