

**COUNTRY VIEW ESTATES AND
LENNAR NORTHWEST AGREEMENT
(Camas Heights Subdivision)**

Effective Date:

4/15/22

Parties:

BRENT and BECKY JOHNSON,
JONATHAN and LAURA LAWRENCE,
RANDY and KATHI MURPHY,
PAUL and ELENA YASINSKIY,
KEN and DEBBY MILES,
TIM and KATIE CASE,
LARRY and BERTA NEWBY,
KIKI and CINDY LAM,
CHARLES and LYDIA KAZMAR,
PIERCE CHANG and CINDY CHIA
JAY and REY LIANG,
KEITH and PAMELA ALEXANDER,
TODD and KAREN WELCH,
JEFF HENDRICKS,
JAMES HERDRICH and JEANETTE FOX,
(collectively, "Country View Estates" or
sometimes "Owners")

and

LENNAR NORTHWEST, LLC
("Lennar")

Context Recitals

A. Country View Estates and Lennar are all of the owners of property that is subject to the Declaration of Covenants, Conditions and Restrictions pertaining to Country View Estates, Clark County Auditor File No. 8801150136 ("CCRs"), which is comprised of 16 lots and is known as "Country View Estates." Lennar owns Lot 16 of Country View Estates Phase II, according to the plat thereof, Vol. "H", Page 345, records of Clark County, Washington, APN 173157-000, ("Lot 16")

B. Lennar is developing Lot 16 into a subdivision known as Camas Heights Subdivision adjacent to Country View Estates ("Plat", attached as Exhibit "1"). Lennar desires to be removed and released from the CCRs and to have the CCRs terminated for

Lot 16, including any access and easement rights on NE 232nd Avenue and NE Country View Drive except as set forth in Exhibit “2” attached hereto. Lennar intends to create separate covenants and a separate association to govern its own applicable covenants for Lot 16 in the future.

C. The parties acknowledge and agree that the terms of this Agreement are contingent upon Lennar acquiring ownership and taking title of Lot 16. In the event that Lennar does not take title to Lot 16 on or before December 31, 2022 (“Close of Escrow”), this Agreement, and all of the terms and conditions hereof, shall terminate and the parties shall have no further obligations to each other.

NOW, THEREFORE, the parties agree as follows:

Contractual Agreement

1. The parties acknowledge and agree that the terms and conditions contained in the Context Recitals set forth above shall be fully incorporated into this Contractual Agreement (“Agreement”) and shall be binding as covenants upon the parties.

2. At least five (5) days prior to Close of Escrow for Lot 16, Country View Estates shall execute and deliver the Termination of Covenants, Conditions & Restrictions for Lot 16 (“Termination”, attached as Exhibit “2”), which removes Lot 16 from the Country View Estates subdivision and from the CCRs, and terminates any rights or obligations of Lot 16 thereafter, as specifically set forth herein, except that Lennar and the homeowner association created for Camas Heights Subdivision shall have the right to access Tract H over and upon NE 232nd Avenue, NE Country View Drive, and Tract G for maintenance and upkeep purposes *only*, all more particularly set forth in Exhibit “2”. Lennar shall be responsible for recording said Termination upon the Close of Escrow. Further, Lennar shall notify Country View in writing at least five (5) days prior to Close of Escrow.

3. Country View Estates agrees that it will cooperate with Lennar’s permitting process and efforts to obtain approvals for the Camas Heights Subdivision as set forth herein, at no cost to Country View Estates, provided Lennar complies with all applicable laws and permitting approvals, including without limitation Camas Municipal Code Section 18.13.052 Country View Estates agrees not to oppose or delay any such efforts, nor appeal the land use decision upon City of Camas approval. Either party may deliver a copy of this Agreement (once fully executed) to the City of Camas. The parties agree that the terms and conditions of this Agreement relate to Lennar’s development of Lot 16 and are intended to govern issues that arise during Lennar’s development approval by the City of Camas and completion of the development of Lot 16, but do not restrict the parties’ rights for issues that are not addressed in this Agreement that arise during construction on Lot 16 or that arise after Lennar’s recording of the Plat. Subject to all of all of the foregoing, Lennar acknowledges and agrees that Ken Miles of Country View Estates intends to speak at the public land use hearing about his ideas to preserve existing trees within the Camas Heights Subdivision and about his concerns that the traffic

volume and accidents have increased at the intersection of NE 18th St. and 232nd Ave. since development began along the 18th street corridor a few years ago.

4. As part of the consideration for Section 2 hereinabove, concurrent with Country View's delivery of the executed Termination to Lennar, Lennar shall deliver the sum of \$11,954.00 to counsel for Country View, made payable as directed in writing by Country View Estates, for Country View Estates to be deposited in the general maintenance fund of Country View Estates.

5. Concurrent with the Close of Escrow, Lennar agrees to execute and deliver the quit claim deed for Tract G to Country View Estates, as legally described in Exhibit "A" and depicted in Exhibit "B" of Exhibit "3" ("Deed"). As part of the Deed, Lennar agrees to make the boundary adjustment for the Deed to reconfigure Tract G. The Deed shall not be recorded by Country View until Lennar has notified Country View in writing that the Plat has been recorded. Country View Estates shall be responsible for recording the Deed. Provided, however, in the event that Country View Estates determines that it is not in the best interests to accept the transfer of Tract G to Country View Estates, it may elect not record the Deed and shall return the original unrecorded Deed to Lennar within 60 days of Lennar recording the Plat. Further, in the event Country View Estates accepts and records the Deed from Lennar, Country View Estates, at its cost and expense, shall be responsible to maintain Tract G in good condition and in compliance with all applicable federal, state and local laws thereafter. And, Lennar shall be responsible to maintain Tract H in good condition in compliance with all applicable federal, state and local laws thereafter and shall have an access easement over and upon NE 232nd Avenue, NE Country View Drive, and Tract G as set forth in Exhibit "2". In the meantime, and in the event Lennar is required to access Tract G to complete development of Lot 16, Lennar shall notify Country View in advance, repair any damage caused by Lennar and indemnify and defend Country View for any claims, costs or damages caused by Lennar to Tract G related to its access.

Lennar will use its best faith efforts to keep the land contained within the Tract G boundary undisturbed. Existing vegetation within the Tract G boundary, including any and all trees, are to be left alone. All grading activities shall not disturb the root zone of any existing trees within the Tract G boundary. In the event Lennar is required to make any further improvements within Tract G by the City of Camas as part of the Plat approval, Lennar shall notify Country View Estates in advance and include the City of Camas' written requirements of such further improvements. And, in such an event, Lennar shall restore the surface of Tract G (including any trees and vegetation) in a substantially similar condition within 30 days of Lennar's entry onto Tract G.

6. Lennar agrees that there shall be a minimum 15 foot setback for any and all structures and buildings constructed by Lennar and its successors, as defined by applicable Camas code, from the property lines of Lots 4, 5 and 9-15 of Country View Estates. This provision shall run with the land and shall be included in a covenant or on the Plat created and recorded by Lennar for Lot 16.

7. The parties shall cooperate with preparing and executing any other documents reasonably necessary to effectuate this Agreement.

8. Time is of the essence in this Agreement. In the event of default by either party hereunder and after 30 days written notice of such default and the defaulting party's failure to cure, the non-default party shall have any and all remedies available at law or in equity. In the event of any litigation, the prevailing party shall be entitled to attorneys fees and costs. This Agreement shall be governed by the laws of the State of Washington and venue shall be in Clark Country.

9. The terms of this Agreement shall be binding upon the parties' successors in interest. Without limiting the generality of the foregoing, this Agreement shall bind all of the Owners of property in the Country View Estates subdivision and any association of homeowners in such subdivision, and all of the Owners of any lot created in the Plat. A Memorandum of this Agreement (attached as Exhibit "4") may be recorded at the election of either party.

10. This Agreement constitutes the entire agreement between the parties, and has been executed and delivered after full investigation with no party relying on any verbal or written statement or representation not stated or specifically referred to herein. No waiver, change, amendment or discharge of any terms or conditions shall be effective unless made in writing and signed by all parties.

11. In the event that any provision of this Agreement should be held to be void, voidable or unenforceable, the remaining portions hereof shall remain in full force and effect.

12. This Agreement may be executed by the parties in counterparts, and the execution of this Agreement may be evidenced by facsimile copies of its execution, provided that the other respective parties to this Agreement are promptly provided with the original signatures of such individuals who provide facsimile copies.

Dated:

Brent Johnson

Dated:

Becky Johnson

Dated:

Jonathan Lawrence

Dated:

Laura Lawrence

Dated:

Randy Murphy

Dated: _____
Kathi Murphy

Dated: _____
Paul Yasinskiy

Dated: _____
Elena Yasinskiy

Dated: _____
Ken Miles

Dated: _____
Debby Miles

Dated: _____
Tim Case

Dated: _____
Katie Case

Dated: _____
Larry Newby

Dated: _____
Berta Newby

Dated: _____
Kiki Lam

Dated: _____
Cindy Lam

Dated: _____
Charles Kazmar

Dated: _____
Lydia Kazmar

Dated: _____
Pierce Chang

Dated: _____
Cindy Chia

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Dated: 4/8/2022

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Brent Johnson
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Dated: 4/8/2022

Brent Johnson
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Brent Johnson
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Dated: 4/10/2022

Becky Johnson
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Jonathan Lawrence
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Dated: 4/10/2022

Jonathan Lawrence
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Laura Lawrence
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Dated: 4/12/2022

Laura Lawrence
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Randy Murphy
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Dated: 4/12/2022

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Kathi Murphy
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Paul Yasinskiy
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Dated: 4/13/2022


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Elena Yasinskiy
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Dated: 4/8/2022


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Ken Miles
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Dated: 4/11/2022


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Deborah Miles
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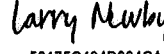
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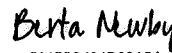
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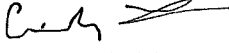
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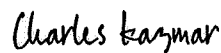
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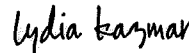
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Cindy Lam
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Charles Kazmar
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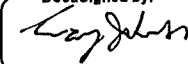
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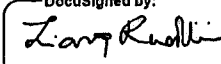

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Cindy Chia

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Jay Liang

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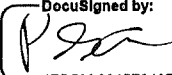
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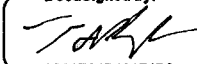
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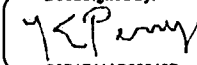
Pamela Alexander

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Todd Welch

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Karen Welch

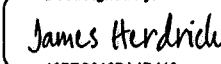
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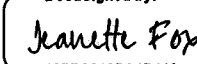
Jeff Hendricks

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James Herdrich

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Jeanette Fox

LENNAR NORTHWEST
LLC

Dated:

By: _____

Its: _____

Dated: _____
Jay Liang

Dated: _____
Rey Liang

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Keith Alexander

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Pamela Alexander

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Todd Welch

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Karen Welch

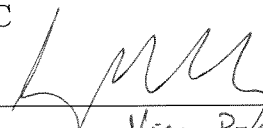
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Jeff Hendricks

Dated: _____
James Herdrich

Dated: _____
Jeanette Fox

Dated: 4/15/22

LENNAR NORTHWEST
LLC

By: 
Its: Vice President