5473794 CCR
Total Pages: 22 Rec Fee: $95.00
eRecorded in Clark County, WA 12/22/2017 03:14 PM
STEWART TITLE - VANCOUVER MAIN
SIMPLIFILE LC E-RECORDING

RECORDING REQUESTED BY
AND WHEN RECORDED RETURN TO:

Parklands HOA
4225 NE St James Rd
Vancouver, WA 98663

Unofficial Document

Grantor: Estates at Parklands, a Washington limited liability company

Grantee: Estates of Parklands, a Washington limited liability company

Abbrev. Legal/Lot Nos: Lots 1 through 42, ESTATES AT THE ARCHERY in Vol. 311 of Plats, page 924

Assessor Tax Parcel Nos: 986043866, 986043867, 986043868, 986043869, 986043870, 986043871, 986043872, 986043873, 986043874, 986043875, 986043876, 986043877, 986043878, 986043879, 986043880, 986043881, 986043882, 986043883, 986043884, 986043885, 986043886, 986043887, 986043888, 98643889, 986043890 986043891, 986043892, 986043893, 986043894, 986043895, 986043896, 986043897, 986043898, 986043899, 986043900, 986043901, 986043902, 986043903, 986043904 986043905, 986043906 986043907, 986043908, 986043909, 986043910, 986043911, 986043912, 986043918, 986043919, 906043920,

Other Reference Nos: 5468291 MULTI

AMENDED & RESTATED

DECLARATION OF PROTECTIVE COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR PARKLANDS AT CAMAS

MEADOWS RESIDENTIAL SUBDIVISION (a portion of the ESTATES AT THE ARCHERY)

THIS DECLARATION is made this 22nd day of December 2017 by Estates at Parklands LLC, a Washington limited liability company ("Declarant")

WITNESSETH:

WHEREAS, Declarant is the owner of certain real property in the City of Camas, County of Clark, State of Washington, described as the plat of the Estates at the Archery, which includes Parklands at Camas Meadows Subdivision, recorded as Clark County Auditor File No. 5465549/Bk 311 Pg 924 (the "Plat"). The Plat also includes the Archery at Camas Meadows Business Park.

This Declaration of Protective Covenants, Conditions, Restrictions and Easements for Parklands at Camas Meadows Residential Subdivision ("Declaration") applies to the residential portion of the Plat, legally described on Exhibit "A", attached hereto and incorporated herein by reference ("Subdivision"). This Declaration is subject to the terms and conditions of the Plat, which is hereby incorporated by reference.

Declarant hereby declares that all of the properties in the Subdivision shall be held, sold and conveyed subject to the following easements, covenants, conditions, and restrictions which are for the purpose of the protection of peace and property values of the lots and dwellings contained in the Subdivision.

This Declaration is subject to the terms and conditions of the Plat, which are hereby incorporated herein by reference. Declarant hereby declares that all of property in the Subdivision shall be sold and conveyed subject to this Declaration for the purpose of protecting the value and desirability of the Subdivision, shall run with the land, and be binding on all parties their successors and heirs, having any right, title or interest in the Subdivision. This Declaration is recorded in connection with the creation of the Plat. A further purpose of this Declaration shall be to provide adequate funds for the repair and maintenance of common area, and improvements thereon, for the continued use and benefit of the lot owners thereof. This Declaration touches and concerns the land and shall run with the land for as long as common area and improvements exist to serve one or more of the lots in the Subdivision.

Unofficial Copy

ARTICLE I

DEFINITIONS

Section 1. "Architectural Review Committee" means the Declarant Estates at Parklands LLC, its successors and assigns, agents and/or representatives, which will implement architectural and landscape standards for all improvements within the Subdivision, including review and approval of all portions of any improvements prior to commencement by the Owner.

Section 2. "Assessments" means the amount which is paid by the Owner to the Association for Common Area and other expenses under the Governing Documents.

Section 3 "Association" means the corporate entity to be formed to serve as the owners association known as The Parklands at Camas Meadows Residential Homeowners' Association, its successors and assigns, or such other name as decided by the Declarant. In an absence of a corporate entity, the Association shall be composed of the owners of each lot in the Subdivision, who shall own all common area as tenants in common, subject to the requirements and provisions of this Declaration. The Association shall be governed by a Board of Directors, all more particularly set forth in the Governing Documents for the Association.

Section 4. "Board" means the Board of Directors of the Association. The members of the Board are not required to be an owner in the Subdivision or a member of the Association to serve on the Board, and may consist of the Declarant (in its discretion) until the occurrence of the event under Article IV(2) below.

Section 5. "Common Area" means those areas set forth in the Plat, which shall be the responsibility of the Association, including without limitation, easements, right of ways, private roads, trails, boardwalks, sidewalks, street lights, signs, fences, gates & entry areas, retaining walls, landscaping & drainage areas, irrigation equipment, pipes & equipment, step sewer system, storm water system, utilities, communication lines, or other equipment or amenities that serve the Common Area, which are owned by the Association for Parklands at Camas Meadows Residential Subdivision, for the common use by the Owners, as may be amended.

Section 6. "Declarant" means Estates at Parklands LLC, a Washington limited liability company, any successor or assign, including the Association, which expressly retains its rights and powers under this Declaration, in conjunction with the sale or transfer of all, or substantially all, the Lots within the Subdivision.

Section 7. "Declaration" means the Declaration of Protective Covenants, Conditions, Restrictions and Easements for the Parklands at Camas Meadows Subdivision, as may be amended.

Section 8. "Dwelling Unit" means a building or a portion of a building located upon a Lot and intended for separate occupancy and ownership.

Section 9. "Easement" means the areas on the Plat, which may be located within a Lot or within Common Area, to be used as a non-exclusive area for the benefit of the Association, as may be amended.

Section 10. "Governing Documents" mean the Articles of Incorporation and Bylaws of the Association, this Declaration, and any rules or regulations adopted by the Association, as many be amended.

Section 11. "Improvement" means any addition to any Lot within the Subdivision, including without limitation, structures, utilities, lighting, signs, parking, walkways, driveways, and landscaping.

Unofficial Copy

Section 12. "Lot" means the platted or partitioned lot or tract within the Subdivision, set forth on the Plat, with the exception of any lot or tract marked on the Plat as being Common Area, as may be amended.

Section 13. "Owner" means the record owner, whether one or more persons or entities, of a fee simple title to any Lot which is a part of the Subdivision, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 14. "Properties" or "Property" means that property in the Subdivision, which constitutes the residential portion of the Plat, as may be amended.

Section 15. "Subdivision" means Lots 1 -42 within the Plat, as may be amended.

ARTICLE II

PROPERTY RIGHTS

Section I. General. Except as hereinafter provided, every Owner shall have the right of peaceful and exclusive possession of its Lot. The Association, however, shall have the right to establish and enforce reasonable rules and regulations relating to the Common Area without any requirement for an amendment of this Declaration.

Section 2. Maintenance of Common Area. Subject to any shared rights and obligations held by the Archery at Camas Meadows Business Park, and subject to the following, the Association shall be responsible for the maintenance of the Common Area. In the event any portion of the Common Area is shared with a third party, including without limitation, shared access roads, the Association shall comply with any requirement of the Plat or governmental approvals related to the Plat regarding installation, maintenance or improvement of such shared areas.

a) Storm Water System. Subject to any shared rights and obligations held by the Archery at Camas Meadows Business Park, the Storm Water System, as set forth on the Plat, shall be owned and maintained by the Association ("Storm Water System"). Right of entry to the Storm Water System shall be granted to the City of Camas for Inspections. The Storm Water System, includes without limitation, storm water collection, detention, infiltration and treatment facilities (manholes, filters, collection lines, catch basins, and dry wells above or below ground). Roof drain infiltration systems for Lots shall be collected on individual Lots, then collected into the Storm Water System. And, the individual Lot owners are responsible for the roof drain collection areas until accumulation into the Storm Water System. The individual Lot Owners hereby grant an easement for access and maintenance on each Lot to the Association for anything related to the roof drain infiltration system. The Association shall be responsible for all necessary maintenance and operation of the Storm Water System pursuant to the conditions of approval of the Plat and all applicable regulations by the City of Camas, including inspections. Failure of the Association to comply herein

Unofficial Document

will subject the Association to all applicable penalties by the City. The Storm Water System is subject to inspection by the City at least bi-annually.

The Storm Water System will also collect and treat water from Camas Meadows Drive, Larkspur Street, Archery Business Park, and Village Properties (south and southeast owned by Oliva/Olson our successors).

b) Easements. Each Lot owner hereby grants a non-exclusive easement to the Association for access and maintenance on any Lot for any item in which the Association has management or maintenance obligations, as set forth on the Plat. Easements in the Common Area shall be maintained by the Association in a neat and attractive condition, and pursuant to all applicable law. In the event the Association requires access to any Easement on a Lot, the Association shall be responsible for contacting the Owner of the Lot prior to access and commencement of any such maintenance. The Association shall use licensed and bonded contractors who shall promptly and reasonably repair any disturbance or alteration to such Lot, and in compliance with all applicable law.

Without limiting anything set forth within and subject to the "Tract and Easement Notes" set forth on the Plat:

c) Wetlands. The wetlands as depicted on Tract "A" and "B" on the Plat shall be owned and maintained by the Association ("Wetlands") pursuant to the Timber Management Plan, prepared by HFI Consultants, dated August 6, 2016. The Wetlands shall remain in their natural state unless otherwise approved by the City of Camas.

d) Fencing & Signage for Wetland Buffer. Permanent and continuous fencing and permanent signage shall be installed, owned and maintained by the Association along the outer edge of the wetland buffer on Tracts "A" and "B" abutting all Lots and tracts, as set forth on the Plat. The signs shall read "Wetland Area – Leave in its Natural State – It is Illegal to cut, prune, or mow in the Area, Call the City of Camas for Information".

e) Trails. The trail system is depicted on Tract "A", "B", "F" on the Plat which shall be owned and maintained by the Association ("Trails").

f) Open Space. The open space is depicted on Tract "D" on the Plat ("Open Space"). The Open Space shall be owned and maintained by the Association.

g) Private Roads & Utility Tracts. NW Pittock Place, NW McMaster Drive & NW Longbow Lane are depicted on Tract "F" and "H" on the Plat ("Private Roads & Utility Tracts"). The Private Roads & Utility Tracts are hereby granted to the Association with the Plat. The Private Roads & Utility Tracts shall be owned, maintained and used by the Association.

h) Shared Driveway Easements. Lot 2 hereby grants a non-exclusive easement for ingress, egress and utilities over the east 20 feet of Lot 2 for a shared driveway between Lot 2, Lot 3 and Lot 4 ("Shared Driveway"). The Lot Owners of the Shared Driveway shall share the cost of construction and all maintenance and repair of the Shared Driveway. In the event any such Lot Owner develops and improves their Lot

Unofficial Copy

and constructs the Shared Driveway prior to the other Lot Owner's purchase and development, the Lot Owner incurring such cost shall be reimbursed by the other Lot Owners within 30 days of close of escrow on the subsequent Lot. The ARC may, at its election, may assist with coordination between the Lot Owners.

Section 3. Reservation of Easement. Without limiting any Easement or Common Area defined herein or set forth on the Plat, Declarant also reserves all right, title and interest in the following, as may be amended:

a) Easement for six (6) foot strip along (in, on and under) front yard boundary lines of each Lot for construction, installation, usage and repair of electric, cable, telephone, water, drainage, & sewer.

b) Easement for six (6) foot strip along front yard boundary lines of each Lot for construction, installation, usage and repair of sidewalks (including ADA slope requirement).

c) Easement for ten (10) foot strip along front yard boundary lines of each Lot for construction, installation, usage and repair of landscaping, irrigation and fencing for area(s) which adjoin commercial development.

d) Common Area easements, right of ways, private roads, trails, boardwalks, sidewalks, street lights, signs, fences, gates & entry areas, retaining walls, landscaping & drainage areas, irrigation equipment, pipes & equipment, step sewer system, storm water system, utilities, communication lines, or other equipment or amenities that serve the Common Area.

e) Dedication or transfer of any part of any easement within the Common Area to any public agency or utility for such purposes and subject to such conditions as may be determined by those parties.

Unofficial Copy

ARTICLE III

ARCHITECTURAL CONTROL

Section 1. The Architectural Review Committee ("ARC") shall initially be composed of a person(s) designated by the Declarant, which may be the Declarant, its successors, assigns, agents or representatives. At such time as Class B membership terminates, the ARC shall be appointed by the Board of Directors of the Association and shall consistent of at least 3 members, and the Declarant may remain a member (in its discretion) thereafter until conveyance of all Lots owned by Declarant. In the absence of such appointment, the Board of the Association shall serve as the ARC. Two-thirds (2/3rds) of the ARC shall constitute a quorum thereof. The approval of the ARC for matters under its review will not be unreasonably withheld provided the proposed improvement meets the criteria in this Declaration and complements the general design and material criteria within the Subdivision. The ARC, in its sole discretion, may enact rules and regulations regarding an appeal of any ARC decision.

Section 2. The ARC and/or the Association shall not be responsible or liable, to any other Owner in the Association or any third party, for any unlawful or defective proposal submitted or improvement erected by any Owner, including without limitation, any plans or specifications proposed by any Owner (or their representative) or any building or structure erected according to such plans and specifications. This limitation of liability shall include, without limitation, all issues relating to timing for approvals or rejections. Consent by the ARC to any matter proposed herein shall not be deemed to constitute a precedent or waiver regarding its right to withheld consent to any other matter proposed thereafter.

Section 3. No improvement, structure, fencing, or landscaping shall be erected or permitted to remain on any Lot except a structure or landscaping which has been approved or waived by the ARC prior to commencement of any jurisdictional approval. The ARC review and approval shall include but not be limited to, color, design, height, materials for all improvements, including without limitation, buildings, fences, retaining walls, hardscape and landscape planting as set forth hereinbelow. The Owner shall submit any materials or information reasonably requested by the ARC, including without limitation, plans & specifications, sketches, material & color samples, reports or studies related to soils, compaction, engineering, surveying, and arborists. If the ARC fails to respond to a proposal submitted by the Owner within thirty (30) days after the complete submittal has been delivered to the ARC, the submittal (as delivered) shall be deemed approved provided it is completed within one (1) year of said approval. The ARC shall have 30 days to respond to all submittals, including additions and changes to the request for approval, by the Owner. The ARC shall have the discretion to make reasonable variations to the requirements of this Article III.

Unofficial Copy

Section 4. The construction of the primary dwelling unit or other structure shall be completed, including exterior paint and finish materials and landscaping, within 12 months from commencement of such construction or improvement. Outbuildings, accessory dwelling units ("ADU") or other auxiliary structures shall be constructed with the same design and color scheme and complement Lot character of the dwelling. Any vacant Lot shall be mowed and kept in an attractive condition at all times. In the event that a Lot remains vacant after any transfer of ownership, for more than six (6) months without the commencement of construction of the primary dwelling unit, the ARC may, at its discretion, complete the landscaping and fencing at the expense of the Lot Owner.

Section 5. Each Lot shall be permitted to have one (1) primary dwelling unit and one (1) ADU. An ADU is permitted to be constructed before the primary dwelling unit as long as the primary dwelling unit is constructed within 12 months from occupancy permit of the ADU.

Section 6. The ground floor area of the primary dwelling unit, exclusive of garage or ADU, shall be at least 2,300 square feet. The ground floor area of a multiple level dwelling, exclusive of garage or ADU, shall be at least 2,000 square feet and at least 3,000 total square feet.

Section 7. No side or backyard fence or perimeter wall height shall be permitted in excess of six (6) feet. Fence and gate material shall be black or dark colors

constructed of ornamental steel, iron, or aluminum, with designs and color approved by ARC. Wood fencing shall not be permitted. Fencing shall not be located past front corners of the primary dwelling unit. Any swimming pool fencing must be the same as the other fencing on the Lot. No fencing in the front yard of any Lot shall be permitted. Any Lot adjoining an exterior perimeter line of the Subdivision or Common Area shall be fenced, screened, or walled to maintain reasonable continuity of design and security for the remainder of the neighborhood. Gates may be allowed at driveway entrances for shared driveways upon ARC approval. Gates shall match the design and material of the balance of fencing on each Lot. Perimeter walls may be constructed subject to similar specifications using masonry material as may be pre-approved by the ARC. All fences and walls shall be subject to ARC final approval prior to construction. All Common Area fencing, as may be required by the City of Camas, will be constructed and maintained by the Association and at the cost of the Association, or as otherwise approved and permitted by the Association.

Section 8. All improvements within the Subdivision shall include the following, without limitation, and shall be subject to prior review and approval of the ARC:

a) Driveways/Non-Landscaped Areas. Exposed aggregate concrete, stamped or sculptured concrete, stained or sand finished concrete, concrete pavers, or other surfaces as may be approved by the ARC. Broom brushed concrete and asphalt shall not be used on any Lot without ARC approval.

b) Roofing. 50-year composition or equivalent material, tile, metal raised seam with color, as approved by the ARC.

c) Decks & Patios. Surface material and finishes for all decks and patios shall be synthetic, IPE, natural finished wood, exposed aggregate, or concrete pavers, as approved by the ARC.

d) Siding. Multiple styles and textures and materials are required, as approved by the ARC. Approved materials include IPE, brick, stone, stucco, and others as approved by ARC. No vinyl, metal, T1-11, or unfinished plywood materials are allowed.

e) Paint. The exterior of each structure, including without limitation, primary dwelling unit, ADU, outbuildings and other auxiliary structures, and all portions attached to such structures, shall be painted with an ARC approved color scheme common to the entire structure. Perimeter fencing on Lots along the exterior boundaries shall be painted or finished material with similar color(s) along each boundary, as approved by the ARC.

f) Landscaping. All Lots shall be 100% landscaped and shall include automated irrigation systems, as approved by the ARC. After the first transfer of any Lot and prior to the construction of any improvements, all Lots shall be kept in a neat and orderly condition and free of brush, vines, weeds, and the grass shall be cut and mowed at sufficient intervals to prevent the creation of a nuisance or fire hazard.

g) Alternate Energy. Solar, wind and other alternative power sources which can be viewed by public are subject to specific review and approval of location by the ARC.

Unofficial Copy

h) Impact Fees. Lots may be subject to impact fees by the City of Camas which shall be the responsibility of the Low Owner.

ARTICLE IV

ASSOCIATION MEMBERSHIP

Section I. Every Owner of a Lot shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot.

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

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

b) Class B member shall be the Declarant and shall be entitled to three (3) votes for each Lot owned by the Declarant. The Declarant shall vote the Lots for which it an Owner. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:

(i) when the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership, or

(ii) on January 1, 2022.

Unofficial Copy

ARTICLE V

ASSESSMENTS

Section I. Creation of the Lien and Personal Obligation of Assessments. Each Owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (l) annual assessments or charges for Common Area and Association expenses, and (2) special assessments for capital improvements, and any other necessary expenses for the Subdivision. Such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs and reasonable attorney's fees, shall be a charge on the Lot and shall be a continuing lien upon the Lot against which each such assessment is made. Each such assessment, together with interest, costs and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of the Lot at the time when the assessment became due. The personal obligation for delinquent assessments shall

become a lien and pass to the successors in interest unless expressly released by the Association. Lots belonging to the Declarant shall be exempt from assessment as to any such Lot until after the first transfer of deed or construction of a dwelling by the Declarant is completed together with the issuance of an occupancy permit and there shall be no accrual of any assessment obligation prior to such deed transfer or construction.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively to fulfill the Association's rights and obligations with respect to the operation and maintenance of the Common Area, and for the maintenance of the Association and the conduct of its affairs.

Section 3. Initial and Maximum Annual Assessment. Until December 31, 2018, the initial and maximum annual assessment shall be One Thousand Five Hundred and 00/100 Dollars ($1,500.00) per Lot. Upon the initial sale or transfer of a Lot by the Declarant, the current annual dues shall be prorated and paid by the purchaser of the Lot plus the next full year at the current established rate. Any subsequent sale or transfer of the Lot shall be prorated between the seller of the Lot and the purchaser of the Lot and notice shall be given by the seller to the Association prior to the close of escrow.

a) From and after December 31, 2018, the maximum annual assessment may be increased for each year not more than twenty per cent (20%) accruing each year above the maximum assessment for the previous year by the Declarant or Board of Directors without a vote of the Owners.

b) From and after January I of the next year, the maximum annual assessment may be increased above twenty per cent (20%) by a vote of one-half of the Owners allocated votes who are voting in person or by proxy, at a meeting duly called for this purpose.

c) The Board of Directors may fix the annual assessment at an amount not in excess of the maximum.

d) The Board of Directors may, at its discretion, allow for annual assessments to be paid in full or allow assessments to be paid over 12 monthly installments, provided all Lots and Owners are treated equally.

Section 4. Special Assessments.

a) Capital Improvements. In addition to the annual assessments authorized above and as herein provided in Section 4(b), the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon any Common Area, including fixtures and personal property related thereto, provided that any such assessment shall have the agreement of fifty percent (50%) of the votes of each class of members (Owners) who are voting in person or by proxy at a meeting duly called for this purpose.

Unofficial Copy

b) Initial Special Assessment. Upon the initial close of escrow and conveyance of a Lot by the Declarant, the first Owner of each Lot shall pay a fixed special assessment in the amount of One Thousand Five Hundred and 00/100 Dollars ($1,500.00) to the Association, collected and paid through escrow, to capitalize the initial Association maintenance and expenditure budget.

Section 5. Notice and Quorum. Written notice of any meeting called for the purpose of taking any action authorized under Article V, Section 3 or 4 shall be sent to Owners not less than fifteen (15) days nor more than sixty (60) days in advance of the meeting. At the first such meeting called, the presence of Owners or of proxies entitled to cast sixty per cent (60%) of all the authorized votes of Association shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (l/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 6. Uniform Rate of Assessment. Both annual and special assessments, excluding Declarant held Lots, must be fixed at a uniform rate for all Lots and may be collected 30 days in advance of said assessment period.

Section 7. Date of Commencement of Annual Assessments. The annual assessments provided for herein shall commence as of the date of first transfer of deed to a Lot Owner. Prior to the first transfer of a Lot, the Lots owned by the Declarant shall not be assessed. The Board of Directors shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner. The due dates shall be established by the Board of Directors. The Association shall, upon demand, and for fee established by the Board of Directors, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Lot has been paid. A properly executed certificate of the Association as to the status of assessments on a Lot is binding upon the Association as of the date of its issuance. The assessment year shall be from January 1. The annual assessment shall be prorated for the balance of the assessment year.

Section 8. Annual Assessments and Maintenance Fund. The Board of Directors shall establish and maintain an reserve account with a banking institution and deposit sufficient funds annually for the projected replacement obligations of the Association.

Section 9. Effect of Nonpayment of Assessments. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of twelve per cent (12%) per annum and incur a late fee of Fifty and 00/100 Dollars ($50.00) monthly if the Association gives prior written notice to the Owner by regular postal service at the Owner's last known address, or the address shown in the records of the Clark County Assessor for tax purposes. The Association may bring an action against the Owner personally obligated to pay the same, or foreclose the lien against the Lot. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of any Common Area or abandonment of the Lot. The Board of

Unofficial Document

Directors shall have the authority to adjust the rate and penalty for non-payment of assessments by a 2/3rds vote of the Board.

Section I0. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any Lot shall not affect the assessment lien.

Section 11. Default. In the event of any Owner default under this Declaration, and after 30 day notice by the Association and the Owner's failure to cure the default, the Association shall have any and all remedies available at law or in equity. Further, in the event the Owner fails to maintain the exterior of a Lot, the Association may elect to make any necessary repairs or maintenance, at the Owners expense. In the event of any legal action, the Owner shall be responsible for attorney's fees and costs.

ARTICLE VI

AUTHORITY AND DUTY OF THE ASSOCIATION

Section 1. The Association, acting through its Board of Directors, as elected pursuant to the Governing Documents of the Association, shall have the authority and the duty to manage the Association, enforce the Declaration, including without limitation:

a) Cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the Owners at the annual meeting, or at any special meeting when such statement is requested in writing by one-fourth ($1/4^{th}$) of the Owners.

b) Supervise all officers, agents, contractors, and employees of this Association.

c) Fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period; and send written notice of each assessment to every Owner at least thirty (30) days in advance of each annual assessment period; collect such assessments, and record a lien against any Lot for which assessments are not paid within thirty (30) days after due date or to bring an action against the owner personally obligated to pay the same.

d) Procure and maintain adequate liability and hazard insurance on Common Area owned by the Association

e) Procure and maintain adequate directors and officers liability insurance.

f) Cause all officers or employees having fiscal responsibilities to be bonded, as it may deem appropriate.

g) Manage and maintain all Common Areas in good condition and repair, as originally installed and approved by governing authorities. No individual officer shall have any liability to any Owner or other person, other than the Association.

Unofficial Copy

h) Require the signature of all checks, drafts, or account withdrawals that exceed $2,500.00 by two (2) Board members.

i) As authorized in the Declaration, establish rules and regulations.

j) Select and hire professional property management to facilitate the duties of the Association and its Board.

k) Establish budgets, including adequate reserves for the Common Area, as required by applicable law.

Section 2. The Board of Directors shall not elect members of the Board outside of duly authorized elections, as authorized by the Governing Documents of the Association. Provided, however, duly elected members of the Board are not required to be an Owner in the Subdivision or a member of the Association to serve on the Board.

ARTICLE VII

USE RESTRICTIONS

All Lots, usage of the Lots and/or all Improvements on any Lot, shall be subject to the following which may be enforced by the Declarant, the Board and/or subject to prior ARC review and approval:

Section 1. No Subdivision or Partition. No Lot shall be further subdivided or partitioned to create more than one legal lot

Section 2. Residential Use. Lots shall be used for residential purposes only. Except with the consent of the Association, no trade, craft, business, profession, commercial or similar activity of any kind shall be conducted on any Lot, nor shall any goods, equipment, vehicles, materials or supplies used in connection with any trade, service, or business be kept or stored on any Lot. Nothing in this paragraph shall be deemed to prohibit (a) activities relating to the rental or sale of the Lot, (b) the right of Declarant or any contractor or homebuilder to construct improvements on any Lot, to store construction materials and equipment on such Lots in the normal course of construction, and to use any Lot as a sales or rental office or model, and/or (c) the right of the Owner of the Lot to use the residence as a home office, including without limitation, to maintain his professional personal business or professional telephone calls or confer with business or professional associates, clients or customers. Provided, however, the residence shall not be open to the public and is limited to occasional by-appointment-only customer, client or trade visitor visitation. The Association shall not approve commercial activities otherwise prohibited by this Section unless the Association determines that only normal residential activities would be observable outside of the residence.

Section 3. Offensive or Unlawful Activities. No unlawful, noxious or offensive activities shall be carried on upon any Lot, nor shall anything be done or placed on any

Unofficial Copy

Lot which interferes with or jeopardizes the enjoyment of other Lots, or which is a source of annoyance to other Owners.

Section 4. Fire & Fireworks. There shall be no open fire or open flame allowed anywhere within the Subdivision for any purpose except within a professionally crafted personal-use recreational fire pit. There shall be no use or ignition of firecrackers or fireworks of any kind, legal or illegal, anywhere within the Subdivision.

Section 5. Erosion. No Owner or resident of a Lot shall allow any condition to exist that causes soil erosion. If a condition of soil erosion occurs on a Lot, it shall be the responsibility of the Owner of the Lot to correct the condition and stop the erosion. No Owner shall denude or strip a Lot causing erosion to occur, except during construction wherein the conditions are controlled and temporary. All bare dirt shall be covered with straw or a similar substance that is designed to prevent rainwater from eroding bare soil. Hay bales, silt fences, catch-basin bags and other measures required by the City of Camas' erosion control ordinance, and the drainage and erosion control plans approved for by the land use approval governing the Lot shall be employed for all construction activities.

Section 6. Commercial Vehicles. No vehicle used in the conduct of a trade or business, which is identified as used in connection with a trade or business, shall be parked on any Lot or within the Subdivision, except entirely within a fully enclosed building on the Lot.

Section 7. Large Vehicles Prohibited. No vehicles with a gross weight exceeding 20,000 pounds shall be stored or parked anywhere on a Lot or within the Subdivision, except for vehicles used during construction on the Lot.

Section 8. Animals. No animals, livestock or poultry of any kind shall be raised, bred or kept or permitted within any Lot or the Subdivision other than a reasonable number household pets as established by the Association. No household pets shall be bred or raised on any Lot for sale or commercial purposes. Any nuisance or damage caused by an animal shall be the responsibility of Owner thereof. No dog shall be permitted to roam an unenclosed area of a Lot or within the Subdivision unattended, and all dogs shall be kept on a leash while outside a Lot. An Owner or resident may be required to remove an animal upon receipt by the Association of the third written notice of any violation of any rule, regulation or restriction governing animals within the Subdivision. Animal enclosures, including dog runs and houses, shall not be located in any yard areas of Lots, which are visible to the public.

Section 9. Maintenance of Structures and Lots. Owners shall maintain all Lots and improvements in a clean and attractive condition, in good repair and shall not to create a fire hazard. Such maintenance shall include, without limitation, painting, repair, replacement and care for roofs, gutters, downspouts, exterior building surfaces, walks and other exterior improvements and glass surfaces. All repainting or re- staining and exterior remodeling shall be subject to prior review and approval of

Unofficial Copy

the ARC of the Association. In addition, each Owner shall keep all shrubs, trees, grass and plantings of every kind on the Lot, neatly trimmed, properly cultivated and free of trash, weeds and other unsightly material, except that the Association will be responsible for maintenance of Common Area. The Association shall have the right to provide for the maintenance and repair on any Lot in violation hereof, and the Owner shall be responsible for such costs.

Section 10. Parking.

a) No Owner or resident shall park any vehicle which blocks or impedes the neighboring Lot's access to on any shared driveway.

b) Vehicles which are not in regular use or are inoperable shall not be parked in streets or driveways on any Lot or within the Subdivision.

c) No parking or storage of boats, trailers, motorcycles, trucks with the identification of any trade or business, mobile homes, campers or other recreational vehicle or equipment, regardless of weight, and no vehicles in excess of 20,000 pounds, shall not be allowed to park within the Subdivision, or allowed or park on any Lot, for more than forty-eight (48) hours or such other period as may be permitted by the Association, except within a completely enclosed garage.

Section 11. Vehicle Maintenance and Vehicles in Disrepair.

a) Vehicle maintenance or repair shall not be conducted on streets or driveways within the Subdivision. All vehicle maintenance and repair completed on the Owner's Lot shall be within an enclosed garage.

b) No Owner or resident shall permit any vehicle which is not drivable, or which is in an extreme state of disrepair, to be abandoned or to remain parked upon any Lot or on any street or driveway for a period in excess of forty-eight (48) hours, unless the vehicle is kept entirely within a fully-enclosed garage. A vehicle shall be deemed in an extreme state of disrepair upon determination by the Association. In the event any Owner fails to remove such vehicle within five (5) days following the date on which notice is mailed by the Association, the vehicle may be removed by the Association at the expense of the Owner.

Section 12. Signs. No signs shall be erected or maintained on any Lot except that not more than one For Sale sign placed by the Owner, Declarant or by a licensed real estate agent, not exceeding five (5) square feet in size may be temporarily displayed on the Lot. No For Rent signs shall be permitted on any Lot. The restrictions contained in this Section shall not prohibit signs in windows or warning notices if approved by the Association or the temporary placement of political signs on any Lot by the Owner. No signs may be mounted on or nailed to trees, and all signs must conform to applicable municipal codes and ordinances.

Section 13. Rubbish and Trash. No Lot or Common Area within the Subdivision 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

Unofficial Copy

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, sidewalks, driveways, Common Area, or on any Lot. In the event any Owner fails to remove any trash, rubbish, garbage, yard rakings or any such materials from any Lot or Common Area within ten (10) days following the date on which notice is mailed by the Association, the Association may have such materials removed and charge the expense of such removal to the Owner.

Section 14. Common Area. The Association shall properly maintain all Common Areas as needed or required, except where the easement for landscaping serves a Lot, in which case, the landscaping shall be maintained by the Owner; provided, however, that the Association may elect to maintain some or all such landscaping and may collect assessments for that purpose from Lot Owners. No owner or resident shall alter, damage, replace, or change any landscaping within the Common Area without consent from the Association. Fencing surrounding the Common Area shall be installed and maintained by the Association as described in Article III herein.

Section 15. Temporary Structures. No structure of a temporary character, trailer, motor home, tent, shack or other non-conforming structure shall be permitted on any Lot, at any time, as a residence or for any other type of occupancy, either permanently or temporarily.

Section 16. Mechanical Equipment. No mechanical equipment, including, without limitation, window mounted air conditioners, dishes, or solar panels, shall be allowed in the front elevation of any Lot and shall not be visible by public view.

Section 17. Outdoor Facilities. The following are subject to prior ARC review and approval:

a) All utility connections from trunk lines to dwellings shall be underground. Exposed plumbing or electrical lines are not permitted within any Lot.

b) Basketball facilities on a Lot shall not be in use between the hours of 8am and 9pm, and may be required to be screened from public view

c) Tennis courts, swimming pools, hot tubs, are all allowed if screened from the public view. All lighting for such activities shall be restricted between the hours of 8pm and 9am.

d) Any mailbox other than as originally supplied at the time of construction, or the Post Office, shall require the prior approval of the ARC.

e) Service facilities (garbage, clotheslines, etc.) shall be screened from public view and adjacent Lots.

Section 18. Antennas and Satellite Disks. Exterior radio, television, telecommunication towers, antennae, satellite dishes larger than 24" in diameter or

Unofficial Copy

other exterior transmission or receiving devices shall not be permitted on any Lot. Location of all antennas or satellite equipment within street view shall require approval of the ARC.

Section 19. Exterior Lighting or Noise-Making Devices. No exterior lighting or noise-making devices shall be installed or maintained on any Lot, other than security and fire alarms, and shall adhere to Camas City Code and Development Agreement requirements for Parklands at Camas Meadows.

Section 20. Pest Control. No Owner shall permit any condition to exist upon any portion of a Lot which shall induce, breed or harbor infectious plant disease or noxious insects or vermin.

Section 21. Association Rules and Regulations. The Declarant or Board of Directors may adopt Rules and Regulations by separate unrecorded document governing the conduct and use of any all Lots in the Subdivision provided such rules and regulations do not conflict with the Declaration or Bylaws of the Association.

Section 22. Area Around Hydrants. A 6-foot clear space shall be maintained around all fire hydrants.

Section 23. Archaeological. If any cultural resources are discovered during any development on the Lot, the Office of Archaeology and Historic Preservation (360-586-3065), the City of Camas Planning Department, and the affected Tribes shall be notified immediately. Failure to comply with these State requirements may constitute a Class C Felony, subject to imprisonment and/or fines.

Section 24. Critical Aquifer Recharge Areas. The dumping of chemicals into the groundwater and the use of excessive fertilizers and pesticides shall be avoided. Owners are encouraged to contact the State Wellhead Protection program at (206) 586-9041 or the Washington State Department of Ecology at 800-RECYCLE for more information on groundwater/drinking supply protection.

Section 25. Easements. Subject to the provisions of this Declaration, Easements for the installation of utilities and drainage facilities and any area included in aid of easements shall be maintained in as attractive and well-kept condition as the remainder of the Lot.

Section 26. Mobile Homes. Mobile homes, pre-manufactured homes or any temporary and non-conforming structures are prohibited in the Subdivision.

ARTICLE VIII

GENERAL PROVISIONS

Section I. Enforcement. The Association, or any Owner, shall have the right to enforce this Declaration by any proceeding at law or in equity, all restrictions, In the

Unofficial Copy

event the Association deems any default for a Lot Owner to create a nuisance or the likelihood to cause damages to person or property, the Association, may in its sole discretion, take such action to enforce the terms and conditions of this Declaration on any Lot, and the Lot Owner shall be responsible for any and all costs related thereto. Failure by the Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 2. Severability. Invalidation or modification of any portion of this Declaration, by judgment or court order, shall in no way affect any other provision, which shall remain in full force and effect.

Section 3. Conflict. In the case of any conflict between the Articles of Incorporation and the Bylaws of the Association, the Articles shall control. In the case of any conflict between the Declaration and the Bylaws, the Declaration shall control. Any rules or regulations created by the Association shall not conflict with any of the foregoing.

Section 4. Amendment. The covenants and conditions of this Declaration shall run with the land, binding on all successors, heirs and assigns for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (l0) years. This Declaration may be amended during the first twenty (20) year period by an instrument signed by not less than eighty per cent (80%) of the Lot Owners, and thereafter by an instrument after approval of not less than seventy-five per cent (75%) of the Lot Owners. Notwithstanding the foregoing, this Declaration shall not be amended, and any purported amendment shall not be effective as an amendment, within five (5) years of the recording of this Declaration except with the prior written approval of the Declarant. Any amendment to become effective must be recorded.

Section 5. City of Camas Approval. This Declaration is subject to the approval from the City of Camas, and subject to a Development Agreement with the City. Nothing in this Declaration shall be amended or construed to conflict with the approval granted by the City of Camas or the terms of the Development Agreement. Although the foregoing Declaration permits the Association to transfer the Common Area to a public entity and allows the Association to delegate and amend its obligations to maintain Common Area, no such action shall become effective which would conflict with the Subdivision approval or the terms of the Development Agreement, without prior written approval by the City of Camas. Further, this Declaration shall not be modified relating to the Storm Water System, without prior written approval of the City of Camas.

Section 6. Right of Declarant. Any and all rights, powers, duties, and reservations of Declarant herein contained may be assigned to any person, partnership, corporation or association. Notwithstanding anything herein which may be to the contrary, Declarant shall have the right for five (5) years from the date of recording to modify this Declaration without approval of the Association. However, the

Declarant may not change or amend this Declaration in a manner which conflicts with the Subdivision approval without the prior written approval of the City of Camas.

Section 7. Limitation of Liability. Neither the Declarant, nor any agent or employee of Declarant, shall be liable to the Association or any Owner relating to its obligations under the Declaration. Further, the Association, its officers, directors, representatives, agents and employees shall not be liable for acts and omissions done in good faith in the interpretation, administration and enforcement of this Declaration.

Section 8. Indemnification. The Association shall indemnify and defend the Declarant and each officer, director, representative, agent and employee 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 and/or under this Declaration, done in good faith, and within what they reasonably believed to be the scope of their power and authority, including, without limitation, such liabilities resulting from any error of judgment, acts or omissions unless caused by willful or reckless misconduct, including third party injuries and any damage or loss related to the Common Area or adjacent golf course.

Section 9. Attorney Fees. In the event of any suit relating to the Declaration or Subdivision, the prevailing party shall be entitled to reasonable attorney fees and costs.

"DECLARANT"

Estates at Parklands, LLC

Dated: By: _____

Its: _____

Unofficial Copy

STATE OF WASHINGTON)
)ss.
County of Clark)

I certify that I know or have satisfactory evidence thatis the person who appeared before me, and said person acknowledged that he signed this instrument on oath, and stated that he was authorized to execute the instrument and acknowledged it as a member of Estates at Parklands LLC, a Washington Limited Liability Company, to the free and voluntary act of such party for the uses and purposes mentioned in this instrument.

Dated this 22nd day of December, 2017.



Printed Name Valeria m telesco
Notary Public for Washington
My appointment expires 8/1/21

Unofficial Copy

EXHIBIT "A"

(Legal Description)

Lots 1 through 42, ESTATES AT THE ARCHERY in Vol. 311 of Plats, page 924, Clark County, Washington

Unofficial Copy

Unofficial Copy