

AMENDED DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS

OF,
LACAMAS SHORES DEVELOPMENT PHASES I, II, III AND IV AND V

THIS DECLARATION, made on the date hereinafter set forth by VANPORT MANUFACTURING, INC., an Oregon corporation, hereafter referred to as "Declarant", and the Board of Directors of the Lacamas Shores Homeowners Association, hereinafter referred to as "Board",

WHEREAS, the undersigned Board and Declarant desire to consolidate and amend the Covenants, Conditions and Restrictions applicable to the Lacamas Shores Development located in Clark County, Washington pursuant to Section 5.35 hereof. Phases I, II, III and IV of the development are legally described and platted as Lacamas Shores Phases I, II, III and IV pursuant to the laws of the State of Washington. The plat for Phase I is recorded under Clark County Auditor's Recording No. 14-386; the plat for Phase II is recorded under Clark County Auditor's Recording No. H-417; the plat for Phase III is recorded under Clark County Auditor's Recording No. H-494; and the plat for Phase IV is recorded under Clark County Auditor's Recording No. H-505 and PHASE V, Recorded in book H of plats, page 566.

WHEREAS, Declarant has declared under the Covenants, Conditions and Restrictions for Lacamas Shores Development, originally recorded under Auditor's recording number 8807110175, records of Clark County and as amended and recorded under Auditor's recording numbers 8811180122, 8812290022 and 8903230184, records of Clark County shall be binding upon all properties and plats s part of and contiguous to Phases I and II of the Lacamas Shores Development which have been or may be recorded by Declarant and to which said Covenants, Conditions and Restrictions shall be made applicable by declaration of the owners to such properties and plats; and

WHEREAS, said Covenants, Conditions and Restrictions as amended, were made applicable to Lacamas Shores Development Phase III under Auditor's Recording No. 8910050132 and made applicable to Lacamas Shores Development Phase IV under Auditor's Recording No. 8912130064, records of Clark County subject to the modifications noted therein; and

WHEREAS, this Fourth Amended Declaration of Covenants, Conditions and Restrictions of Lacamas Shores Development Phases I, II, III, and IV shall supersede and cancel any and all Declarations of Covenants, Conditions and Restrictions which have been previously imposed on any and all lots within all phases of the Lacamas Shores Development by instrument of record.

NOW, THEREFORE, Declarant and the Board hereby declare that each and all of the properties and plats described above and all other property and plats contiguous thereto or joined thereto by successive contiguous plats which in the future may be recorded by Declarant or its successors in interest or assigns and to which these declared covenants, conditions, and restrictions shall be made applicable by declaration or dedication of any such plat shall be held sold and conveyed subject to the following easements, restrictions, covenants and conditions which are for the purpose of protecting the value and desirability of, and which shall run with the real property and be binding on all parties having any right, title, or interest in the described property, or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

ARTICLE I

Definitions

1.1 "Association" shall mean and refer to Lacamas Shores Homeowners Association, its successors and assigns. The Lacamas Shores Homeowners Association has been duly formed and incorporated as a Washington nonprofit corporation.

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

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

1.4 "Common Area" shall mean all real property owned by the Association for the common use and enjoyment of the owners. The common area owned by the Association at the time of the conveyance of the first lot is described in Lacamas Shores Plats Phases One and Two, copies of which are attached hereto and incorporated herein by reference as Exhibit "B".

1.5 "Lot" shall mean and refer to any plat of land shown upon any recorded subdivision map of The Properties with the exception of the Common Area.

1.6 "Declarant" shall mean and refer to the parties described in the preamble hereto, their successors and assigns.

1.7 "Real Estate Contract" shall not include an earnest money receipt and agreement or real estate purchase and sale agreement.

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

ARTICLE II

Property Rights and Common Areas

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

2.1.1 The right of the Association to charge owners reasonable fees for the use of any recreational facility situated upon the Common Areas;

2.1.2 The right of the Association to suspend the voting rights and the right to use of the recreational facilities by an owner for any period during which any assessment against his lot remains unpaid and, for a period not to exceed sixty (60) days, for any violation of the Association published rules and regulations;

2.1.3 The right of the Association to dedicate or transfer all or any part of the Common Areas to any non-profit corporation, public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members and subject to the approval of the City of Camas. No such dedication shall be effective unless an instrument signed by sixty percent (60%) of the Association has been recorded; and

2.1.4 The right of the Association to passing rules or regulations limiting the number of guests or members using the Common Areas.

2.2 Delegation of Use. Any owner may delegate, in accordance with the By-Laws, his or her right of enjoyment to the Common Areas and facilities to the members of his family, his tenants, or contract purchasers who reside on the property.

2.3 Definition. Within Lacamas Shores, Declarant proposes to retain certain community areas and/or facilities for the use, service, or benefit, in common, of the

residents of Lacamas Shores, or specific portions thereof. These facilities are herein referred to as "Common Areas" and may include, within the specific exceptions defined below, the wetlands, outdoor lighting system, roads other than those which shall have been accepted by the County of Clark and/or City of Camas, and incorporated into, its/their road system and sidewalks. Until conveyed to the Lacamas Shores Homeowners Association as contemplated herein, the Common Areas shall be under the authority of the Declarant, its successor, or nominee, which may be, but need not be, the Homeowners Association, to govern use and control the policies of the Common Areas.

2.4 Conveyance of Common Areas. At such time or times as the Declarant, or its successor as developer, shall deem the Lacamas Shores Homeowners Association, a Washington non-profit corporation, financially capable of operation of the Common Areas, it shall convey to the Association some or all of the Common Areas; provided, that any part so conveyed shall be free of debt encumbrance at the time of conveyance. The Lacamas Shores Homeowners Association shall accept each such conveyance, and thereupon shall be vested with authority to govern the areas so conveyed and shall be responsible to operate, maintain, support the area, and pay taxes and assessments on same, and the Declarant thereafter shall have no control over, or responsibility for, the area (except as to Directors of the Homeowners Association) and shall have no obligation or responsibility, financial or otherwise, with respect thereto, except to provide Directors in accordance with the Articles or By-Laws of the Homeowners Association. The Declarant may, at its discretion, advance initial operating funds to the Association, which amounts shall be determined by the Declarant and repaid by the Association within two (2) years of the advance.

2.5 Private Roadway and Wetlands. The owners, by and through the Homeowners Association, shall provide for the maintenance and operation of private roadways, if any, and wetlands, upon the Lacamas Shores Development, as shown and described on the Lacamas Shores Plats.

2.6 Responsibility for Road Maintenance. The owners, by and through the Homeowners Association, are responsible for maintenance of private roadways, if any, in the Lacamas Shores Plats. The private roadways shall be maintained in good, passable condition under all traffic and weather conditions and in accordance with the road standards of Clark County if so required. The Homeowners Association shall make an equitable pro rata apportionment of expenses of maintenance, repair and/or restoration and construction of the roadways. The private roadways referenced in this section shall be governed by the provisions of these Declarations regarding assessment. Notwithstanding the provisions of the section regarding the termination of these Declarations, the lot owners and their successors and assigns, devisees and real estate vendees shall remain jointly and severally liable for the maintenance, repair and/or restoration and construction of private roadways servicing the Lacamas Shores Subdivision.

2.7 Wetlands and Other Improvements.

2.7.1 The owners, by and through the Homeowners Association, are responsible for maintaining the wetlands of the Lacamas Shores Development, which shall be considered a Common Area. The Homeowners Association shall make an apportionment and assessment of expenses of maintenance, repair and/or restoration of the wetlands as provided in the assessment section of these Declarations. Notwithstanding the provisions herein regarding the termination of these Declarations, the lot owners and their successors and assigns, devisees and real estate vendees shall remain jointly and severally liable for the monitoring, maintenance, repair and/or restoration and construction of the wetlands. The owners, by and through the Homeowners Association are also responsible to construct and/or maintain easements, trails, gazebos and any other amenities to the extent a) such easements, trails, gazebos and any other amenities are included in the common areas and/or b) any agreement to so construct or maintain is hereafter entered into with the City of Camas or other governmental entity.

2.7.2 A portion of the property depicted as the "newly-created wetlands" on the final site plan shall immediately be developed as part of the man made wetlands created

as part of the biofilter storm drainage system. The newly-created wetlands, existing wetlands and land reserved for potential future wetlands shall be governed by the conditions and monitoring program set forth in the existing permit conditions. The water quality monitoring and contingency program shall continue for the longer of five (5) years (from the date of reissuance of the Substantial Development Permit and Conditional Use Permit) or when 75% of the lots depicted on the final site plan as "lots within biofilter drainage" are developed.

The Homeowners Association shall allow members of the public to access the public trail through the private access, designated on the final site plan as "private access/ permitted public access," between dawn and dusk, and so long as the use does not constitute an unreasonable interference with the quiet enjoyment of the homeowner residing in the development. The Homeowners Association shall have the right to petition the City of Camas to present evidence that the public access is contributing the disruption of the quiet enjoyment of the homeowners. Upon a finding by the City of Camas that the public access has contributed to an unreasonable disruption of quiet enjoyment, the Homeowners Association shall have the right to restrict further access to the public as deemed appropriate by the City of Camas or the Department of Ecology. Should the City's decision be deemed unsatisfactory, a petition may be filed by the Homeowners Association with the Department of Ecology, whose decision shall be final.

The public pedestrian trail, located over the entire length of the project's shoreline including the portion on the city park property donated by Declarant, depicted on the final site plan as the "public pedestrian trail", shall be completed by Declarant and/or The Homeowners Association no later than January 1, 1990. Should permitting problems arise, Declarant and/or The Homeowners Association shall diligently pursue obtaining said permits. Declarant and/or The Homeowners Association shall provide a letter of credit to the City of Camas, in an amount to be agreed upon by said parties, to assure completion of the public pedestrian trail. Said letter of credit may be in the form of a decreasing term and revolving letter of credit based upon the portion of the trail yet to be completed. The Homeowners Association shall maintain the public pedestrian trail in perpetuity except that portion of the trail located in the city park.

2.8 Levy of Private Roadway Maintenance Assessments. The Homeowners Association shall levy and collect assessments for maintenance, construction, repair and/or restoration of the private roadways from each owner on an equal basis as herein provided in the section regarding assessments. The Declarant or its successor will be deemed the owner of all lots not sold to other parties for purposes of this section.

2.8.1 Each and every calculation and assessment made pursuant to the terms of this section shall be enforceable as any other assessment as herein provided.

2.9 Agreement with the City of Camas. The declarant and/or the Homeowners Association shall have the authority to enter into Agreements with the City of Camas and/or other appropriate governmental entities conveying or dedicating property for public use, providing for the Homeowners' Association to construct and/or maintain amenities for use by the public, providing and maintaining easements for access to Lacamas Lake and providing easements for storm drainage and other utilities.

ARTICLE III

Membership and Voting Rights

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

3.2 Voting Rights. The Association shall have two (2) classes of voting membership:

Class A. Class A members shall be all owners with the exception of the Declarant and shall be entitled to one (1) vote for each lot owned. When more

than one person holds an interest in any lot, all such persons shall be members. The vote for such Lot shall be exercised as they, among themselves, determine but in no event shall more than one (1) vote be cast with respect to any Lot.

Class B. Class B member(s) shall be the Declarant and shall be entitled to one hundred eighty (180) votes. 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:

- (1) When the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership; or
- (2) On January 1, 2000.

ARTICLE IV

Covenants for Maintenance Assessment

4.1 Assessments. Notwithstanding anything else contained in these Covenants or the Bylaws of the Homeowners Association, Declarant or its successors in interest maintains and reserves the right to veto any assessments so long as the Declarant owns 2 or more lots in Lacamas Shores. Subject to the foregoing, the Homeowners Association is vested with the power and authority to and shall assess and collect from time to time from its members: (1) Regular assessments, and (2) special assessments, such assessments to be fixed, assessed and collected as hereinafter provided.

4.2 Creation of the Lien and Personal Obligation of Assessments. The Declarant, for each lot owned within The Properties, hereby covenants, and each Owner and his heirs, successors and assigns of any lot by acceptance of a deed, contract or other conveyance therefor, whether or not it shall be so expressed in such deed, contract or other conveyance, is deemed to covenant and agree to pay to the Association:

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

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

4.3 Purpose of Assessment. The assessment levied by the Association shall be used exclusively to promote the recreational, health, safety, and welfare of the residents in The Properties and for the improvements and maintenance of the Common Areas, including, but not limited to, real property taxes, insurance, construction, establishment, improvement, repair and maintenance of the Common Areas, the establishment and operation of a private security patrol to supplement municipal fire and police protection, installation and maintenance of any entry gates or gate houses and cul-de-sac planters, streets within The Properties, compliance with all environmental orders and regulations as required by the Washington State Department of Ecology or other local state or federal governmental officials, monitoring and maintaining the wells and maintenance of the storm drains, payment of any costs incurred arising out of any agreements with the City of Camas regarding maintenance of easements, trails, storm drains or any other similar matter, payment of any obligations arising out of agreements with the City of Camas or other governmental entities, and the payment of expenses incurred by the trustees in performance of their duties on behalf of the Association.

4.4 Maximum Annual Assessment. Until January 1 of the year immediately following the conveyance of the first lot to an owner, the maximum annual assessment shall

be and not exceed Three Hundred and no/hundreds Dollars (\$300.00) per lot.

4.4.1 From and after January 1 of the year identified in paragraph 4.4, the maximum annual assessment may be increased each year not more than six percent above the maximum assessment for the previous year without a vote of the membership.

4.4.2 From and after January 1 of the year identified in paragraph 4.4, the maximum annual assessment may be increased above six percent by a vote of two-thirds (2/3) of the total membership who are voting in person or by proxy at a meeting duly called for this purpose.

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

4.5 Special Assessments for Capital Improvements. In addition to the annual assessment authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Area, including fixtures and personal property related thereto, or coats relating to monitoring and maintaining the wetlands provided that any such assessment shall have the assent of two-thirds (2/3) of the total membership who are voting in person or by proxy at a meeting duly called for this purpose.

4.6 Notice and Quorum for any Action Authorized under Sections 4.4 and 4.5. Written notice of any meeting called for the purpose of taking any action authorized under Sections 4.4 or 4.5 shall be sent to all members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast sixty percent of all the votes of the total membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

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

4.8 Dates of Commencement of Annual Assessments: Due Dates. The annual assessments provided for herein shall commence as to all lots on the 1st day of the month following the date on which an Owner acquires an interest in any lot. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessment against each lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every owner subject thereto. The due dates shall be established by the Board of Directors. The Association shall, upon demand and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified lot have been paid.

4.9 Effect of Non-Payment of Assessments: Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the highest lawful rate. The Association may bring an action at law against the owner personally obligated to pay the same and/or foreclose the lien against the property and interest, costs, and reasonable attorney fees shall be added to the amount of such assessment whether or not suit is brought and all such sums shall be included in any judgment or decree in any suit. No owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Areas or abandonment of his lot.

4.10 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. However, the sale or transfer of any lot pursuant to the mortgage foreclosure or any proceeding in lieu thereof, shall not extinguish the lien of such assessments as to payments which became due prior to the sale or transfer. No sale or transfer shall relieve such lot from liability from any assessments thereafter becoming due or from the lien thereof.

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

4.12 Subordination of the Lien of Taxes or Mortgages. The lien of the taxes provided for herein relative to the Common Areas only shall be subordinate to the lien of any first mortgage. Sale or transfer of any lot pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall not extinguish the lien of such taxes as to payment which become due prior to such sale or transfer. No sale or transfer shall relieve such lot from liability for any taxes thereafter becoming due or from the lien thereof.

4.13 Common Area Maintenance Responsibility. Maintenance of the Common Areas and planter islands in the cul-de-sacs shall be the responsibility of the Homeowners Association. The construction of recreational amenities in the Common Areas may be permitted after approval by the Association and governmental agencies if necessary and as required by law.

4.14 Exempt Property. The following property subject to this declaration shall be exempt from any assessment created herein:

4.14.1 All properties dedicated to and accepted by a local public authority.

4.15. Lacamas Shores Homeowners Association Option to Remedy Violations. In the event the owner of a lot fails to maintain the premises and/or improvements satisfactory to the Association Board or fails to comply with any provision of these Declarations, after two-thirds (2/3) vote, the Homeowners Association shall have the power and right at all times, after reasonable notice to the owner and any occupant, and for the account of the owner, to abate and correct any violation of these Declarations; to remove any and all structures, fixtures, and personal property which violates these Declarations; to enter the premises and repair, maintain, and/or restore the premises and/or any improvements thereon; to plant or re-plant, trim, cut back, remove, replace, cultivate, or maintain hedges, trees, shrubs, plants, or lawns; maintain a private roadway, maintain drainage areas or correct erosion on slopes. Any and all expenses which may be incurred by the Homeowners Association herein pursuant to this section shall be enforceable against the Owner by the Homeowners Association as provided herein and shall be the personal obligation of the Owner thereof. The Declarant or Homeowners Association shall be entitled to recover all actual costs and fees incurred in such action including, but not limited to, costs and disbursements and reasonable attorney fees, whether or not suit is commenced, and if suit is commenced, at trial or on appeal, including proceedings under the Federal Bankruptcy Code or state receivership statutes. Said amounts shall also be a charge on the land and shall be a continuing lien upon Owner's property enforceable as provided in this Article IV.

ARTICLE V

Declaration of Protective Covenants

5.1 Land Use - Building Restriction. The general plan for location of lots for private residential use and easements shall be as specified in the Lacamas Shores Phases One and Two recorded plats.

5.2 View. Neither the Declarant, the Homeowners Association or the Architectural Control Committee as hereinafter provided for shall be liable if a dwelling

should block a portion or all of another's view(s).

5.3. Model Home. So long as Declarant or its successor in interest shall own property in Lacamas Shores, it shall be entitled to maintain a sales office and such model home as it, in its sole discretion, shall determine to be necessary or helpful to the sale of units in the development. No trailer, mobile home, garage, barn or other outbuilding, or any other structure of a temporary character shall be used on any lot at any time as either a temporary or permanent residence.

5.4 Utilities. Utilities to service lots will be installed underground; that is, sanitary sewer, storm drainage, water, natural gas, electrical service, telephone lines and cable television lines. All building plans and specifications and a plan showing the location of the structure must be submitted to the Architectural Control Committee for architectural approval prior to obtaining a building permit or any other type of permit from Clark County or any other governmental entity.

5.5 Alterations and Additions: Temporary Structures. No exterior alteration or addition shall be made to any lot or building or structure without the prior written approval as provided in Section 5.14. No structure of a temporary character shall be erected or maintained on any lot other than during the period required for building construction or for an emergency, nor shall any such structure or basement, garage, or trailer be used at any time for living quarters.

5.6 Yard Requirements: Fences, Hedges, Walls and Gates. On all lots, no fence, hedge, structure, wall, or retaining wall shall be constructed or exist anywhere on a lot without the prior written approval as provided in Section 5.14. All structures erected shall conform with regulations relative to front yard, side yard, and rear lot set backs. Owners of Lots one (1) through six (6) and fourteen (14) through twenty-two (22) of Phase I shall install, at their sole cost and expense, a gate at the entrance of the lots' driveway which shall connect with the existing masonry wall. Provided that said gate shall not be installed without the prior written approval as provided in Section 5.14. No planting or structure obstructing vision at driveways shall be permissible or maintained. Installation and maintenance of retaining walls that are required and approved in writing by the Declarant or Homeowners Association due to topographic conditions of individual lots are the sole and absolute responsibility of the property owner and are to be aesthetically incorporated into the landscaping of the lot and are not the responsibility of the Declarant, its successor, or the Homeowners Association. Fences shall be well constructed of suitable fencing materials and shall be artistic in design and shall not detract from the appearance of the dwelling house located upon the building site, or detract from the appearance of the dwelling houses located on the adjacent lots or building sites. Fencing front yards shall not be permitted other than minor landscaping structures approved or provided for in Section 5.14. No trees shall be removed by the property owner or the Association from the Common Areas or any lot without permission as provided for in Section 5.14. Provided, however, that removal of trees within the Common Areas may only be permitted if removal is necessitated as a result of the monitoring plan for the wetlands.

5.7 Animals. Other than a maximum of two (2) household pets, no animals, fowl or reptiles shall be kept or allowed to be kept on any lot or in any residential premises. Household pets may not be kept, bred, or maintained for a commercial purpose. Dogs and cats shall be controlled as provided by ordinance of Camas or Clark County, Washington, as applicable. Cats and other pets shall be confined to the dwelling or rear portion of the lot and shall not be permitted to run free or otherwise to be or become a nuisance or a source of annoyance to other residents. The Declarant or the Homeowners Association may at any time require the removal of any animal which it finds is disturbing other owners unreasonably, in the Association's determination, and may exercise this authority for specific animals even though other animals are permitted to remain.

5.8 Signs. No sign shall be erected or displayed upon any unit or building without prior written permission as provided in Section 5.14: provided, such permission shall not be required for one sign no larger than 6 inches by 24 inches displaying the name

and/or address of the occupant; or for one temporary sign no larger than 18 inches by 24 inches advertising the property for sale or rent; or for temporary community decorations, but such must be removed upon the sale, rental of the unit, or conclusion of the community event.

5.9 Use of Property. No residential dwelling is to be used for the conduct of business or for any commercial purpose unless prior written approval is obtained as provided in Section 5.14 and such use meets the requirements of any applicable provisions of the City of Camas and/or Clark County Code. No oil or gas well, mine or quarry, or equipment therefor and no appliance or structure for business purposes shall be located or operated on any of said property designated as residential premises. Installation of flag poles, radio antennae, satellite receiving dishes, exterior-mounted television antennae or cable-television antennae, and structures detached from the dwelling unit are prohibited on units or buildings unless prior written approval is obtained as provided in Section 5.14. No rotary beams, separate towers or other similar devices shall be constructed on any lot. Measures should be taken to place antennas and dishes in the least visible position possible. Drying lines or apparatus shall be screened from exterior view. No noxious or offensive activity shall be carried on upon any lot and nothing shall be done which may constitute a nuisance, annoyance or aesthetic burden to the neighborhood or other occupants. It is the obligation of each and every resident or unit owner to strictly comply with Clark County Chapter 9.14, at seq., and any similar ordinance of the City of Camas now existing or hereafter amended, pertaining to public disturbances, noise or any other rule or regulation pertaining to the same.

5.10 Landscape and Maintenance. The landscaping shall conform to the general pattern of the other residential dwellings. The landscaping of yards shall be completed within a reasonable time, but in any event, within two (2) months after building completion or prior to occupancy, whichever shall first occur. In the event of undue hardship due to weather conditions, this provision may be extended for a reasonable length of time by the Declarant, the Architectural Control Committee, or the Homeowners Association. Appropriate security for completion may be required. All landscaping shall conform to the general pattern of others in the plat as established in the sole discretion of the Declarant or Homeowners Association and as selected and approved from a landscaping list prepared by the declarant's representative. A copy of this landscape list is attached hereto as Exhibit and incorporated herein by reference. All yards and growth thereof shall be maintained, cultivated, and kept free from insects and diseases. All trees and shrubs or landscaping of any kind shall be kept neat and orderly and trimmed so as not to obstruct another lot's view and shall be consistent with the preferred list of plants and materials attached hereto as Exhibit 'C'. provided that landscaping necessary for the wetlands shall not be subject to this section.

5.11 Easements. Easements for utilities, drainage facilities and shoreline public access have been reserved to the Declarant and Homeowners Association, as shown on the recorded plats and as recorded in the Clark County Auditor's office. Within the easements for utilities and drainage, no structure shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may change the direction and flow of drainage channels in the easements. The owner and occupant of a residential building site will permit access by the owner or occupant of an adjoining or adjacent site to slopes or drainageways on the property of the former to maintain slopes or drainage facilities for the protection and use of such adjoining or adjacent site. Each owner will not block, hinder, or interfere with the established drainage pattern over his land from adjoining or adjacent land. The Homeowners Association shall have authority to require an owner at the owner's expense to take remedial action for the correction of erosion activity on the owner's section of the slope.

5.12 Occupancy of Residential Units. Except for Vanport Manufacturing, Inc, as the Declarant, or an investment entity approved in writing by the Declarant, no residential unit in Lacamas Shores shall be occupied by any person who is not a Proprietary Member of the Homeowners Association, unless approved by the Board of Directors of the Homeowners

Association.

5.13 Roofs, Exterior Paint Color, and Trees. Shake, cedar shingles, ceramic tile or other materials as approved for roofs are required. No roof shall be replaced with other than like material and color without prior written approval as provided in Section 5.14. No structure shall be repainted with other than earth-tone colors without prior written approval as provided in Section 5.14. No existing tree shall be removed or damaged within Lacamas Shores and no exterior alteration or addition (whether joined to or detached from any unit or other building) shall be made to any residential lot in Lacamas Shores unless prior written consent as provided in Section 5.14 shall have been obtained.

5.14 Architectural Control. The owner, purchaser or occupant, their heirs, successors and assigns of each lot by acceptance of title thereto or by taking possession thereof, covenant and agree that no building, driveway, fence, wall, swimming pool, rookeries, basketball hoops or other structure of any type, or landscaping shall be commenced, erected or maintained upon The Properties, nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, materials, soils tests, and location by site plan of the same shall have been submitted to and approved in writing as to the quality of workmanship and materials planned and for conformity and harmony of external design and location in relation to surrounding structures and topography, building setback restrictions, and finish grade elevations. All plans shall also comply with all state, county, and/or local regulations. Complete plans and specifications of all proposed buildings, structures and exterior alterations together with detailed plans showing the proposed location of same on the particular building sits shall be submitted for approval in accordance with the time lines herein-below set forth. One set of plans shall always remain on the job site and one shall remain with the Declarant and/or Homeowners Association. Approval shall be by the Declarant, Declarant's successor, or by an Architectural Control Committee who shall be selected by Declarant or its successor, during such period as Declarant or its successor shall own any property in Lacamas Shores. Initially ,the Declarant's representative for the purposes set forth in this section shall be TOM SHIPLER, whose address is c/o Horenstein & Duggan, P.S., 1220 Main, Suite 300, Vancouver, Washington 98660, or such other address as may be given in writing to the owners. Thereafter, the jurisdiction and authority shall be exclusively that of the Homeowners Association, acting through its Board of Directors, or by an Architectural Control Committee composed of not less than three (3) nor more than five (5) representatives appointed by the Board, all of whom must be Members of the Association. Members of the Architectural Control Committee shall serve without compensation. In the event said Declarant or Board, or their designated committee, fails to approve or disapprove such design and location within thirty (30) days after said written plans and specifications have been submitted to it, approval will not be required and this section will be deemed to have been fully complied with. However, any square footage requirements contained in these Declarations or any amendment hereto shall remain applicable. The Declarant, Board of Directors, or committee shall have the right to reject, for any reason whatsoever, including purely aesthetic grounds, any proposal which it decides is not suitable or desirable. The decision shall be in writing and if a proposal is not approved, the decision shall include a statement of reasons for the action taken. If the plans and specifications are rejected, owner shall have the opportunity to resubmit plans. As set forth below, owner agrees to not maintain any action against Declarant, any member of the Architectural Control Committee, Homeowners Association or Board of Directors or officers of the Homeowners Association due to rejection of the plans and specifications and shall not seek recovery of any consequential damages incurred thereby, including but not limited to, architect fees, engineering costs, etc. All buildings and other structures must be designed by a registered architect, a professional building designer, or by another qualified person or firm approved or accepted by Declarant, the Homeowners Association, or the Architectural Control Committee. Any proposed changes or additions to an approved set of architectural plans, site plan or landscaping plans must be submitted to Declarant, the Homeowners Association, or the Architectural Control Committee, or their successors. The members of any Architectural Control Committee shall have no personal liability for any action by or decision of the Committee performed in good faith. By acceptance of a deed or

other instrument of conveyance to any property within the plan of Lacamas Shores, the owner of that property, his heirs, successors and assigns, agree and covenant not to maintain any action against Declarant, any member of the Architectural Control Committee, Homeowners Association, or member of the Board of Directors, or officer of the Homeowners Association, which seeks to hold that member personally or individually liable for damages, declaratory, injunctive or equitable relief relating to or caused by any action or decision relating to architectural control.

5.15 Lots Sold to Builders. If Declarant sells or other-wise conveys lots to builders, then construction thereof must commence within six (6) months from date of purchase unless waivers are obtained under Section 5.16 below. All exterior improvements (especially exterior cleanliness) must be completed within eight (8) months from date of commencing construction. All landscaping must be completed within two (2) months from completion of construction. In the event said builder fails to commence construction, then the Declarant, in its sole discretion, may exercise a right of economic damages against said builder as well as any other remedies authorized by law or equity.

5.16 Grant of Waivers or Consents. Jurisdiction and authority to grant or extend exceptions, variances, waivers, and consents contemplated by the foregoing Subsections of Section 5 shall be exclusively in the Declarant or its successor, during such period as Declarant or its successor, shall own any real property in Lacamas Shores. Thereafter, the jurisdiction and authority shall be exclusively in the Homeowners Association, acting through its Board of Directors.

5.17. Individual Docks Prohibited. No individual docks or water craft moorage facilities shall be allowed, erected or maintained by owners of any lots in Lacamas Shores Development.

5.18 Compliance with Shoreline Master Plan. Conditional Use Permit and Substantial Development Permit. The Lacamas Shores Homeowners Association, all lot owners in the Lacamas Shores Development, and all subsequent improvements shall comply with the .City of Camas and/or Clark County Shoreline Master Program and/or any substantial development permit and/or conditional use permit issued in connection with Lacamas Shores Development and any- other regulating or Administrative rule, order or determination, except to the extent otherwise provided by the City of Camas, Clark County, or other responsible agency.

5.19 Vehicle Parking. No trailer (including but not limited to boat trailers), recreational vehicle or camper of any type, no truck larger than 3/4 ton, no truck of any type mounting a camper or other large body, no vehicle in an extreme state of disrepair or abandoned shall be parked in front of the setback line of any lot, or in a location visible from any street for a period in excess of 48 hours. Neither shall any of the aforesaid be parked overnight on the street in front of any lot except for an occasional vehicle belonging to a guest. Should any such owner or contract purchaser or occupant fail to remove such vehicle within two (2) days following the date on which notice is mailed to him by the Architectural Control Committee informing him of a violation of this provision, the Architectural Control Committee may have such vehicle removed and charge the expense of removal to said owner, purchaser or occupant. A vehicle shall be deemed to be abandoned or in an extreme state of disrepair when, in the opinion of the Architectural Control Committee, its presence offends the reasonable sensibilities of the occupants of the neighborhood.

5.20 Water Supply. No individual irrigation water supply system shall be permitted on any lot unless the Architectural Control Committee approves and such system is designed, maintained and operated in accordance with the rules and regulations of the State Board of Health and the State Department of Ecology regarding private water systems.

5.21 Subdivision of Lots. No short platting or subdivision of lots shall be permitted.

5.22 Sewage Disposal. No individual sewage disposal system shall be permitted

on any lot.

5.23 Trash. Trash, garbage and other waste shall be kept in sanitary containers. All equipment shall be kept in a clean and sanitary condition. All containers must be buried or screened so as to not be visible from any street or adjacent properties or residences. Trash, garbage and other waste shall be regularly disposed of. No burning is allowed except that which conforms to state law, Clark County, or Vancouver, ordinances as applicable. No lot or part of the Common Area shall be used as a dumping ground for trash or rubbish of any kind. Yard rakeings and dirt resulting from landscaping work shall not be dumped onto streets, open space or on any lots. Compost piles are allowed if kept sanitary and neat.

Should any individual lot owner or contract purchaser or occupant fail to remove any such trash, rubbish, garbage, yard rakiengs, and other materials from his property or the street or areas adjacent thereto, within ten (10) days following the date on which notice is mailed to him by the Architectural Control Committee informing him of such violation, then the Architectural Control Committee may have such trash, garbage or other waste removed and charge the expense of removal to the lot owner, purchaser or occupant. Any such charge shall become a continuing lien on the property, which shall bind the property in the hands of the owner, contract purchaser, and their successors in inter-est. Such charge shall also be a personal obligation of the party who is the owner or contract purchaser or occupant of the lot involved on the date of removal.

5.24 Maintenance. Each owner, contract purchaser and occupant shall maintain his lot and residence thereon in a clean and attractive condition, in good repair and in such fashion as not to create a fire hazard.

5.25 Damage Liability. Any damage to entry structures, wetlands, bank line, fences, landscaping, mailboxes, lights and lighting standards by property owners, their children, agents, visitors, friends, relatives or service personnel shall be repaired by said property owner, contract purchaser or occupant within fifteen (15) days of such damage. Should repair not be completed within fifteen (15) days following the date on which notice is mailed to him by the Declarant or the Architectural Control Committee informing him of such violation, then the Declarant or the Architectural Control Committee may execute such repair and owner, contract purchaser or occupant will immediately remit funds upon billing.

5.26 Maintenance Notice/Assessment of Costs. When, in the opinion of the Directors of the Homeowners Association, certain maintenance needs to be performed on a lot or lots, the Board shall notify the owner by certified mail specifying in said notice exactly what needs to be repaired or maintained. The owner shall then have thirty (30) days from the receipt of such notice to perform the necessary maintenance or to make written demand for a hearing before the Board. If a hearing is demanded, the Board shall set a date therefor and give the owner at least ten (10) days notice thereof. The hearing shall be informal and rules of evidence shall not apply. The Board shall render its decision in writing. The cost of such exterior maintenance actually performed shall be added to and become a part of the assessment to which the lot is subject.

5.27 Enforcement. Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant, either to restrain violation or to recover damages. The court may award attorney fees against any person found to be in violation hereof.

5.28 Invalidation. Invalidation of any one of the covenants by judgment or court order shall in no way affect any of the other provisions which shall remain in full force and effect.

5.29 Building Limits. All dwellings or garage or any part thereof, or any other structure shall be erected in conformity with all local building codes. No lines or wires from the transmission of current or for telephone use shall be constructed, placed or permitted to be placed upon any residential lot or building site outside the buildings thereon unless the same shall be underground or in conduit attached to a building.

5.30 Mailboxes. All mailboxes must be of a standard accepted by the U.S. Postal Service and must be located in those areas so designed by the U.S. Postal Service. Structures containing such mailboxes must be approved by the Architectural Control Committee.

5.31 Clotheslines. No exterior lines shall be allowed that can be seen from any street.

5.32 Driveways. All driveways shall be paved with asphalt or Portland cement concrete from the edge of the paved street to connect with the paved surface of the floor of the carport or the garage.

5.33 Square Footage Minimums.

5.33.1 Square footage for houses to be built in Phases I and II shall be as follows:

5.33.1.1 All single-levels to have a minimum of 2800 square feet of floor area, exclusive of porches and garage;

5.33.1.2 All tri-levels shall have a minimum of 2800 square feet of floor area, exclusive of porches and garage;

5.33.1.3 All two-story houses above dirt grade at house location shall have a minimum of 2800 square feet of floor area, exclusive of porches and garage;

5.33.1.4 All daylight-basement houses shall have a minimum of 1800 square feet on the main floor, exclusive of porches and garage, and a minimum of 2800 square feet on main level and basement level (exclusive of porches and garage); and

5.33.1.5 All split-level entry houses shall have a minimum of 1500 square feet on the main floor, exclusive of porches and garage, and a minimum of 2800 square feet on the main level and basement level (exclusive of porches and garage). .

5.33.2 Square footage for houses to be built in Phase III shall be as follows:

5.33.2.1 No structure to be built upon the properties located within Phase III shall exceed a single story above grade level. Basements, including daylight basements, shall be permitted; and

5.33.2.2 All houses shall have a minimum of 2800 square feet of floor area, exclusive of porches and garage; provided, however, that a house may have a minimum of 2400 square feet, exclusive of porches and garage, if approved in accordance with Section 5.14.

5.33.3 Square footage for houses to be built in Phase IV shall be as follows:

5.33.3.1 All houses shall have a minimum of 2800 square feet of floor area, exclusive of porches and garage; provided, however, that s house may have a minimum of 2200 square feet, exclusive of porches and garage, if approved in accordance with Section 5.14.

5.34 Excavation and Ditching. Any excavating or ditching around existing springs and/or creeks shall require approval of the Architectural Control Committee and compliance with state, county, and/or local drainage/erosion control measures and with the approved drainage and erosion control plan for the Lacamas Shores Development as delineated in the Environmental Impact Statement.

5.35 Terms. Except as otherwise provided herein, all of the Covenants, Conditions and Restrictions herein contained shall apply to all lots in Lacamas Shores and shall be binding upon all parties claiming under Declarant until January 1, 2038, at which time they shall automatically extend for successive periods of ten (10) years, unless,

effective January 1, 2038, or at the end of such ten-year extension, the membership of the Lacamas Shores Homeowners Association by two-thirds (2/3) vote of all voting members, at a special meeting called for such purpose shall resolve to terminate these restrictions. Provided however, that the duties and obligations set forth in section 2.7.2 shall be binding on Declarant until such time as Declarant conveys the common area(s), to which said obligation(s) are applicable, to the Association. The duties and obligations set forth in section 2.7.2 shall be binding on the Association, its successors or assigns in perpetuity. Said section may only be amended or revoked by action of the membership or Board as set forth herein and with the consent and approval of the City of Camas. These Covenants, Conditions and Restrictions are declared to create mutual equitable covenants and servitudes for the benefit of the Declarant and each owner or contract purchaser of a lot or building site.

5.36 Homeowners Association By-Laws and Rules/Regulations. All owners in Lacamas Shores Development covenant and agree to strictly comply with the By-Laws and duly adopted rules and regulations of the Lacamas Shores Homeowners Association, as existing and hereafter adopted and amended, being incorporated herein fully by reference. Failure of an owner to comply with any such By-Laws or rules and regulations shall constitute a violation of these Declarations enforceable pursuant to the provisions hereof or as otherwise provided by law. Failure by the Association or any owner to enforce any of the foregoing shall not waive the right to do so thereafter. The By-Laws and any Association rules and regulations may be reviewed and copies obtained from the principal office of the Homeowners Association. Any inconsistency between the Bylaws or other Homeowners Association documents and these Covenants, Conditions and Restrictions shall be rendered in favor of the latter with the proviso that whenever possible all documents shall be construed to be consistent with each other.

5.37 Subordination. Any lien arising from a breach of the Covenants, Conditions and Restrictions contained herein, a re-entry by reason thereof, or judgment resulting therefrom shall be subordinate to any mortgage or Deed of Trust herebefore or hereafter executed in good faith and for value encumbering a lot, but shall be binding upon and effective against a subsequent purchaser thereof. A bona fide purchaser for value or mortgagee or beneficiary under a Deed of Trust, without actual or constructive notice of an existing breach of the Covenants, Conditions and Restrictions contained herein shall not be bound thereby; provided, the Homeowners Association, through its Board of Directors, may execute, acknowledge, and record a Notice of Claim of Breach, setting forth the facts thereof with any monetary amount involved, street address and legal description of the unit against which the breach is claimed, and the name or names of the reputed owners thereof. Such notice, recorded in the records of the Clark County Auditor, Clark County, Washington, shall be public notice of such breach, and constructive notice to any subsequent purchaser.

5.38 Selling and Leasing Homes. Any home may be conveyed or leased by an owner free of any restrictions except that no owner shall convey, mortgage, pledge, hypothecate, sell or lease his home unless and until all unpaid Association expenses assessed against the home shall have been paid as directed by the Board of Directors of the Homeowners Association. Such unpaid Association expenses, however, may be paid out of the proceeds from the sale of a home, or by the Grantee. Any sale, conveyance or lease of a home or unit in violation of this section shall be voidable at the election of the Board of Directors of the Homeowners Association. Upon the written request of an owner or his mortgagee, the Board of Directors or its designee shall furnish a written statement of the unpaid charges due from such owner which shall be conclusive evidence of the payment of amounts assessed prior to the date of the statement. A reasonable charge may be made by the Board for the issuance of such statements.

5.39 Foreclosure or Contract Forfeiture. The provisions of the immediately preceding section shall not apply to the acquisition of a home by a first lien mortgagee or first lien contract vendor who shall acquire title to such home by foreclosure, deed in lieu of foreclosure or forfeiture, or contract forfeiture. In such event, the unpaid assessments against the home which were assessed and became due prior to the acquisition of title to

such home by such first lien mortgagees or contract vendor shall be deemed waived by the Association and shall be charged to all other members of the Association on a pro-rata basis as a common expense. Such provisions shall, however, apply to any assessments which are assessed and become due after the acquisition of title to such home by the first lien mortgagee or contract vendor and to any purchaser from such first lien mortgagee or contract vendor.

Whenever the term "home" is referred to in this section, it shall include the home, the owner's interest in the Association, and the owner's interest in any homes acquired by the Association.

ARTICLE VI

General Provisions

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

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

6.3 Amendment. The covenants and restrictions of this Declaration shall run with and bind the land, until January 1, 2038, after which time they shall automatically be extended for successive periods of ten (10) years. This Declaration may be amended prior to July 6, 2008, by an instrument signed by not less than 90 percent of all the lot owners within all phases of Lacamas Shores Development now existing or hereinafter created, and thereafter by an instrument signed by not less than 75 percent of said lot owners; provided that amendment of this Declaration shall require the concurrence of Declarant or its successor, during any period as either shall own any real property in Lacamas Shores. Any amendment must be recorded.

6.4 Municipal Ordinances. These Covenants shall in no way restrict the effect of any ordinance adopted by a municipal corporation having jurisdiction over any portion of The Properties subject to this Declaration. References to ordinances made in this Declaration shall be construed as references to the ordinances as they exist as of the date of the recordation of this Declaration or as they may thereafter be amended. Lot owners, purchasers and occupants shall comply with all applicable municipal ordinances and state law.

6.5 Interpretation. The Board of Directors of the Homeowners Association shall have the right to determine all questions arising in connection with this Declaration and to construe and interpret the provisions of this Declaration. The Board's good faith determination, construction, or interpretation of this Declaration shall be final and binding.

6.6 Hold Harmless and Indemnity. Each owner or purchaser of a lot, by acceptance of a deed or contract or other conveyance therefor, whether or not it shall be so expressed in such deed or contract or other conveyance, is deemed to covenant and agree to hold harmless and indemnify the Declarant developer or its successor and the Homeowners Association, and their members, officers, directors, committees and agents from any and all claims, loss, actions, or damages resulting from use of the Association's common properties by such owner, purchaser, their families, guests, tenants, employees, or agents.

6.7 Governing Law and Venue. These Declarations and any action maintained hereon shall be governed and construed under the laws of the State of Washington. Venue for any action under or pursuant to these Declarations shall be in Clark County,

Washington.

6.8 Captions. Captions given to the various sections herein are for convenience only and are not intended to modify or affect the meaning of any of the substantive provisions hereof.

6.9 Person, Etc. When interpreting these Declarations, the term "person" may include natural persons, partnerships, corporations, associations, personal representatives, and the Association. The Association shall refer to the Lacamas Shores Homeowners Association or its successor. The term "Mortgage" may be read to include Deeds of Trust. The term "Mortgagee" may be read to include Deed of Trust beneficiary. The singular may include the plural and the masculine may include the feminine, or vice versa, where the context so admits or requires.

6.10 Covenant Running with the Land. It is intended that these Covenants, Conditions and Restrictions shall be operative as a set of covenants running with the land described in exhibit "A" attached hereto.

6.11 Non-Waiver. Failure or delay to enforce any Covenant, Condition or Restriction shall not be deemed a waiver of the right to do so.

6.12 Binding Effect. The provisions contained in this Declaration, as herein defined or as hereafter duly amended, shall bind and inure to the benefit of and be enforceable by, the Declarant, the owner or owners of any unit in Lacamas Shores and their respective legal representatives, heirs, successors, or assigns.

6.13 Gifts. Any owner may convey or transfer his home or lot by gift during his lifetime or devise his home or lot by will or pass the same by intestacy without restriction.

IN WITNESS WHEREOF, two-thirds of the Board and Declarant have executed this instrument this 19th day of May, 1990.

VANPORT MANUFACTURING, INC.

By: Debi Proudfit (???)

ECT

ETC

September 21. 1990

VANPORT MANUFACTURING, INC

By: G. A. Hertich

ECT

ETC

September 24. 1990

Filed for record Clark Co Wash

By: Elizabeth A. Luce (??)

ECT

ETC