

**DECLARATION OF  
COVENANTS, CONDITIONS AND RESTRICTIONS  
OF  
DAWSON'S RIDGE HOMEOWNERS ASSOCIATION**

THIS DECLARATION, made on the date hereinafter set forth by McIntosh Ridge PRD LLC, a Washington Limited Liability Company, hereinafter referred to as "Declarant,"

WITNESSETH:

WHEREAS, Declarant is the owner of certain property located in the County of Clark, City of Camas, State of Washington, (the "Property") known as Dawson's Ridge Subdivision which is more particularly described in Exhibit A (attached hereto); and

WHEREAS, Declarant has created a plan for the development of the Property for the mutual benefit of all future owners; and

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

**ARTICLE I**

**Definitions**

Section 1. "Association" shall mean and refer to the Dawson's Ridge Homeowners Association and its successors and assigns.

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

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

Section 4. "Common Area" shall mean all property owned by the Association for the common use and enjoyment of the owners. The common area is to be transferred to and be owned by the Association and is described as follows:

Private streets shown on the plat, private driveways shown on the plat, utility easements, view corridors, walking trails, entryway areas, open space tracts, stormwater retention ponds, rain garden, and landscaping and fencing thereof.

Section 5. "Residential Lot" or "Lot" shall mean and refer to any lot, on which there is a residence constructed, or to be constructed, and shown upon the recorded subdivision map of the properties with the exception of the Common Area.

Section 6. "Declarant" shall mean and refer to McIntosh Ridge PRD LLC, its successors and assigns.

Section 7. "Mortgage" shall mean and refer to the first mortgage, deed of trust or other encumbrance securing the purchase of the lot.

Section 8. "Declarations" shall mean the Conditions, Covenants, and Restrictions set forth in this document.

## ARTICLE II

### Property Rights

Section 1. Owners' 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:

- (a) the right of the Association to suspend the voting rights of, as well as the right to use the recreational facilities by, an owner for any period during which any assessment against the owner's lot remains unpaid;
- (b) the right of the Association to dedicate or transfer all or any part of the Common Areas to any public agency, conservancy, authority or utility for such purposes and subject to such conditions as may be proposed, and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument signed by two-thirds (2/3) of the total membership agreeing to such a dedication or transfer has been recorded;
- (c) guests of owners are allowed to use the recreational and Common Areas within Dawson's Ridge subdivision and are subject to the posted rules and regulations governing said facilities. Residents are responsible for the actions and damages of their guests.

Section 2. Delegation of Use. Any owner may delegate in accordance with the By-Laws, his 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.

### ARTICLE III

#### Membership and Voting Rights

Section 1. Every Owner of a Residential Lot which is subject to assessment shall be a member of the Association. Membership shall be appurtenant subject to assessment.

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

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

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

- (a) when the total votes outstanding in the Class A membership within Dawson's Ridge Homeowners Association equal the total votes outstanding in the Class B membership within Dawson's Ridge Homeowners Association ; or
- (b) on December 31, 2018.

### ARTICLE IV

#### Covenants for Maintenance Agreement

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

- (1) annual assessments or charges; and

- (2) special assessments for any construction, reconstruction, unexpected repair, replacement or partial replacement of capital improvements, or shortfall in common area maintenance, 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 Residential Lot, and shall be a continuing lien upon the Residential 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 such property at the time when the assessment fell due.

Section 2. Purpose of Assessments. The assessment levied by the Association shall be used exclusively to promote the recreational, health, safety and welfare of the residents in the properties and for the improvements and maintenance of the Common Areas, including real property taxes.

Section 3. Maximum Annual Assessments. The assessment levied by the Association shall not exceed \$600 per year, provided, however, that the Board may increase the amount of the Annual Assessment.

Section 4. Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Area, or shortfall in the maintenance of the Common Area, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3) of the voting membership who are voting in person or by proxy at a meeting duly called for this purpose and the consent of the Declarant.

Section 5. Private Street Maintenance. The private streets that are a part of the Common Area shall be maintained by the Association until such time, if any, the streets are accepted as the responsibility of a local government entity. The Association shall conduct an annual review of the condition of the private streets and determine whether any repairs are warranted or necessary. The cost of maintaining such streets shall be assessed to the Owners as special assessment for Capital Improvement as provided for in Article IV, Section 4. The total cost will be divided evenly among each Lot. Owners with more than one Lot shall pay the special assessment for each Lot. Should any Owner cause extraordinary damage to any common area; such Owner shall be responsible for the costs associated with the repair of such streets by way of a special assessment. Nothing herein shall be construed as creating an obligation on the part of the City or any other public entity to assume ownership or maintenance obligations for the private streets within Dawson's Ridge subdivision.

Section 6. Notice and Quorum for any Action Authorized under Sections 3 and 4. Written notice of any meeting called for the purpose of taking any action authorized under Sections 3 and 4 shall be sent to all members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting. At the first such meeting called, the presence of members

or of proxies entitled to cast sixty percent (60%) of all 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 (½) 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 7. Uniform Rate of Assessments. Unless otherwise provided by action of the Board, annual and special assessments as set forth above shall be fixed at a uniform rate for all Residential Lots.

Section 8. Dates of Commencement of Annual Assessments, Due Dates. The annual assessments provided for herein shall commence and become due as to a Residential Lot on the date the Residential Lot is conveyed from the Declarant to an Owner. The first annual assessment shall be \$400.00 and shall not be adjusted according to the number of months remaining in the calendar year. Thereafter, Annual Assessments shall be due on the first calendar day of each year. 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 Residential Lot have been paid.

Section 9. Effect of Non-Payment of Assessments; Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall constitute a lien against the Residential Lot and shall bear interest from the due date at the rate of one percent (1%) per month. The Association may bring an action at law against the owner personally obligated to pay the same or foreclose the lien against the property. No owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Areas or abandonment of his Residential Lot.

Section 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 Residential Lot shall not affect the assessment lien. However, the sale or transfer of any Residential Lot pursuant to a mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Residential Lot from liability for any assessments thereafter becoming due or from the lien thereof.

Section 11. Real Property Taxes and Assessments. In the event real property taxes and assessments shall become delinquent on the Common Areas, the total amount of the delinquent taxes and assessments shall be divided equally among all the Owners and said portion of each Owner's share of delinquent taxes and assessments shall be a lien on said owner's Residential Lot to the same extent as if the delinquent tax were assessed against the owner's Residential Lot.

Section 12. Subordination of the Lien of Taxes to Mortgage. The lien of the taxes provided for herein relative to the Common Areas only shall be subordinate to the lien of any first mortgage. Sale or transfer of any lot pursuant to a mortgage foreclosure or any proceeding

in lieu thereof, shall extinguish the lien of such taxes as to payments which become due prior to such sale or transfer. No sale or transfer shall relieve such Residential Lot from liability for any taxes thereafter becoming due or from the lien thereof.

Section 13. Common Area Maintenance Responsibility. Maintenance of the Common Areas, common area including but not limited to, private streets, entryways, street medians and landscaping areas, open space tracts, stormwater facilities, trails, and associated fencing within Dawson's Ridge subdivision shall be the responsibility of the Association.

Section 12. Stormwater Facilities. In conjunction with the recording of the Final Plat for the subdivision of the Property the Declarant is, or will be, constructing stormwater management facilities. The Association shall maintain any and all stormwater facilities constructed within open space Tracts \_\_\_\_\_, whether constructed prior to the recording of the Final Plat upon the Property or thereafter.

Section 13. Critical Area Tracts. Tracts \_\_\_\_\_, as shown on the Dawson's Ridge plat, are critical areas that are to remain in a natural state. No mowing shall occur in these tracts except as expressly specified by city or county authorities for reasons of safety, habitat improvement, etc.

## ARTICLE V

### Declaration of Protective Covenants

#### Section 1. Architectural Control Committee.

"A.C.C." shall mean and refer to the Architectural Control Committee as provided for and defined in these Covenants. The Board of Directors shall serve as the Architectural Control Committee. The members of the A.C.C. may serve without compensation, but shall have no liability to any Owner or any other party as a result of any decision of the A.C.C. as provided for herein.

Section 1(A). Operations. The A.C.C. shall operate as follows:

The A.C.C. may designate a representative from its membership to act on its behalf.

Section 1(B). Declarant's Exemption.

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

Section 2. Building Restrictions. A building site shall consist of at least one or more Residential Lots as shown on said plat. No building or structure other than a single family detached unit shall be erected, constructed or maintained or permitted upon such Residential Lots. No dwelling shall be constructed or permitted upon any building site other than one single family dwelling for a single family occupancy only, not to exceed height limits listed in Section 6(G).

Section 3. Building Limits. All dwellings or garages or any part thereof, or any other structure shall be erected in conformity with all local building codes.

Section 4. Yard Requirements. All structures erected shall conform with the City of Camas regulations and preliminary plat conditions of approval, and regulations relative to front yard, side yard, and rear lot set-backs.

Section 5. Automatic Sprinklers Systems.

As part of the original landscaping of each Lot within the Property, any automatic sprinkler system must be installed which is able to water all landscaping in the front yard and any side yard on such Lot which faces onto any street. All landscaping in such areas must be watered sufficiently to maintain it in good condition at all times except to the extent that an applicable watering restriction program of the water provider or governing authority is in effect.

Section 6. Approval of Plans by Architectural Control Committees.

The Board of Directors shall serve as the Architectural Control Committee. All buildings and structures, including concrete or masonry walls, fences, swimming pools, and all landscaping to be constructed or placed within the Residential Lot shall be approved by the A.C.C. Complete plans and specifications of all proposed buildings, structures, exterior alterations, and landscaping together with detailed plans showing the proposed location of the same in the particular building site, shall be submitted to the A.C.C. before construction or alteration and such shall not be started until written approval thereof is given by the A.C.C.

All plans and specifications requiring approval by the A.C.C. must be submitted at least thirty (30) days prior to the proposed construction starting date. The maximum height of any residence shall be established by the A.C.C. as a part of the plan approval and shall be given in writing, together with the approval. One set of approved plans must be on the job site at all times.

Said plans and specifications shall be prepared by an architect or a competent house designer approved by the A.C.C. One complete set of said plans and specifications shall be in each case delivered to and permanently left with the A.C.C. All building or structures shall be erected or constructed by a contractor or house-builder approved by the A.C.C.

As to all improvements, construction, alterations and landscaping within the property, the A.C.C. shall have the right to refuse to approve any design, plan or color for such

improvements, construction or alterations, and landscaping which is not in the A.C.C.'s opinion compatible with the surrounding natural environment. In conducting its review, the A.C.C. shall have the right to take into consideration the suitability of the proposed building or other structure, exterior material to be utilized, the exterior color scheme, the harmony thereof with the surroundings, and the affect or impairment that said structures or landscaping will have on the view of surrounding building sites, as well as any and all facts, which in the A.C.C.'s opinion shall affect the desirability or suitability of such proposed structures, improvements, or alterations.

The Committee will not consider or assume responsibility for the structural integrity, safety features, mechanical operation, or building code compliance of the proposed improvements or structures, general land use requirements and building codes as established by the City and other agencies. It shall be the Owner's responsibility to comply with all applicable land use, zoning, building codes or other regulations relating to owners use of the property and construction thereon. It shall also be the Owner's responsibility to apply for and pay all fees for permits and inspections required by the governing authorities and codes.

In the event the A.C.C. fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, such approval will not be required.

Any construction, alteration, or other work done in violation of this Article shall be deemed to be nonconforming. Upon written request from the Board, the A.C.C. or Declarant, owners shall, at their own cost and expense, remove such nonconforming construction, alteration, or other work and shall restore the land to substantially the same condition as existed prior to the nonconforming construction, alteration, or other work. Should an owner fail to remove and restore as required in this Section, within the time set forth in the written request, then the request may be enforced by appropriate court action as provided in Article VI, Section 1. The property owner shall pay all attorney's fees, court costs and other expenses incurred in enforcing the removal of any nonconforming construction.

The A.C.C. may from time to time publish guidelines, clarifications and/or newsletters for the purpose of illustrating or explaining the requirements of the Dawson's Ridge Homeowners Association Covenants, Conditions and Restrictions, provided however, that any such guidelines that change the A.C.C. rules are approved by the Board of Directors.

#### Section 6(A).

Exterior Design and Finishes. The goal of the design criteria used by the A.C.C. is to assure homes of distinction and the highest quality, expressed through appropriate style, colors, materials and workmanship. The intent is not to achieve homogeneity but rather to encourage compatible variety using design principles in keeping with desirable styles.



The front wall of any Living Unit constructed on any Lot within the Property must have a minimum of twenty five percent (25%) of its exterior surface finished in either brick or stone installed in such a manner so as to aesthetically enhance the appearance and value of the Unit.

The A.C.C. shall establish guidelines to regulate the color of stains or paints used on approved exterior materials. Cedar left to weather naturally shall be acceptable. Exterior colors must be approved in advance in writing by the A.C.C. Exterior trim, fences, doors, railings, decks, eaves, gutters, and the exterior finish of garages and other accessory buildings shall be designed, built and maintained to be compatible with the exterior of the structure they adjoin.

All roof materials must be approved beforehand by the A.C.C. and be of such materials as 30 year architectural asphalt or synthetic composite (concrete fiberglass) roofing materials. No metal, vinyl, plastic, tar, standard asphalt shingled roofing shall be allowed unless pre-approved in writing by the A.C.C. All roofing materials shall be a neutral earth tone, singular in color, without variation of type or color of materials per dwelling.

All dwellings shall be constructed on the lot upon which they shall permanently remain. "Precut", "prefabricated" or other means of "off site" construction of more than 15% of the household dwelling structure is prohibited.

The prohibitions contained herein do not apply to structures created by governmental entities or utility companies for purposes of supplying utility services to Dawson's Ridge subdivision.

#### Section 6(B).

Antennas and Service Facilities. Exterior communication sending or receiving devices, including but not limited to antennas or satellite receiving stations (satellite dishes) shall not be permitted to be placed on any Residential Lot except in accordance with the rules of the A.C.C. Regulations on siting of television antennas and satellite receiving dishes shall be in conformance with any applicable Federal Communication Commission rules, and all such instruments shall be screened from view as required by the A.C.C.

#### Section 6(C).

Limits on Construction Time Period. Construction of any residence or accessory structure shall be completed, including exterior decoration within twelve (12) months from the date of the start of such construction. All Residential Lots shall, prior to, during and after the construction or improvements thereon, be kept in a neat and orderly condition and free of brush, vines, weeds and debris. The Residential Lot shall be maintained in order to prevent the creation of a nuisance or health hazard. Grass, if present, shall be cut and mowed at sufficient intervals to comply with the standard of maintenance prevailing in the neighborhood unless otherwise approved in writing by the A.C.C.

#### Section 6(D).

Residential Structure, Minimum Size. Each single story (one level or one level with basement or daylight basement) household dwelling structure constructed in Dawson's Ridge subdivision shall have a minimum living space floor area footprint of 1,000 square feet on the main ground level floor exclusive of basement and daylight basement areas and the measurement of the 1,000 square feet shall exclude porches, patios and garage areas. Each multiple story household dwelling structure, exclusive of basements and daylight basements constructed in Dawson's Ridge subdivision shall have a minimum living space on the combined living levels of not less than 1,800 square feet, excluding porches, patios, decks, basements and daylight basements and garage areas. These minimum sizes may only be reduced with the prior written consent of the A.C.C.

Section 6(E).

Rental Regulation. Long term rental of homes within Dawson's Ridge subdivision is allowed subject to reasonable control by the Board of Directors of the Association. Short term rentals of less than one month shall not be permitted. The Board of Directors of the Association may provide guidelines designated to protect the owner's enjoyment and use of the properties and also provide opportunity for renting for those owners desiring to do so. Activities deemed offensive and intrusive by the Board of Directors of the Association of the rights of other lot owners shall be deemed grounds for withdraw of the rental opportunity.

Section 6(F).

Construction Guidelines. All Residential Lot owners, builders, contractors and subcontractors shall adhere to these residential covenants and construction guidelines set forth herein and as further developed by the A.C.C. All builders shall review such regulations prior to beginning construction. Each lot owner whose contractors or subcontractors damage roadways or any utility or other amenities including but not limited to the water supply or sewer system, shall be required to repair the damages or the Board of Directors of the Association shall do so at the lot owner's expense plus compounded interest at 1.5% per month on the outstanding balance. Contractors and builders shall acknowledge receipt of the Declaration of Conditions, Covenants and Restrictions for Dawson's Ridge Homeowners Association and all other regulations by signing and returning one copy of each to the A.C.C. prior to beginning construction activity on each lot. All Residential Lot owners, builders, contractors and subcontractors shall adhere to all local building guidelines including the design and installation of appropriate stormwater facilities for roof downspouts, driveways and other non-impervious surfaces. Each lot owner shall be responsible for their contractor, builder and subcontractor's compliance herewith.

Section 6(G).

Building Height and Roof Pitch Limitations.

(1). Maximum building heights shall comply with the building code of the City of Camas. Maximum height for single-family residences is 35 feet.

(2). Roof construction shall be limited to pitches of no less than 6:12 on all dwellings unless approved in writing by the A.C.C.

Section 6(H).

Exterior Lighting. Residential Lot owners shall minimize exterior lighting of any sort which is visible from the dwelling on any other Dawson's Ridge subdivision lot. All exterior lighting must be pre-approved in writing by the A.C.C.

Section 6(I).

Clotheslines. No exterior clotheslines shall be erected on any property within Dawson's Ridge subdivision.

Section 6(J).

Newspaper Holder Locations. The physical appearance of these receptacles shall be uniform in design and shall be grouped for convenient access by each Owner. Design and location shall be selected and approved by the A.C.C.

Section 6(K).

Firewood Storage, Fuel Tanks, Heat Pumps. Provisions for locating and storing firewood, other fuels and heat pumps must be included in the dwellings overall design and approved by the A.C.C. The location for firewood, other fuel containers and heat pumps must not be prominently visible either from adjoining properties or from the street.

Section 6(L).

Driveways and Garages. Location and design of driveways shall be subject to prior written approval by the A.C.C. All driveways shall be paved with either asphalt or concrete. All driveways shall be able to provide reasonable access to the Residential Unit, but shall not exceed more than 120% of the width of the garage. Oversized garage doors to facilitate RV's, motor homes or other large vehicles shall not be permitted.

Section 6(M).

Refuse Storage. Garbage cans and recycling containers must be kept in an enclosed area so that they are not visible from the street or other lots in the vicinity of the subject lot except when placed at roadside on collection day if curb service is required.

Section 6(N).

Yard Art. Yards, patios and home exteriors shall not be adorned with bird baths, statues, flower pots, or other features which detract from the natural setting of Dawson's Ridge subdivision.

Section 7. Landscape and Maintenance. All front yards shall be landscaped and require plantings as outlined in the A.C.C. rules and regulations. Each lot must be adequately landscaped to be consistent with a well maintained neighborhood, and all landscaping on each Lot of all front-, side-, and back yard areas must be completed within one (1) month from the date the Living Unit constructed thereon is substantially complete. All yards and growth thereof shall be maintained, cultivated, and kept free from insects and diseases.

Section 8. Recorded Easements. Each Residential Lot shall be subject to all easements shown on any recorded subdivision map or final plat affecting such Residential Lot, and to any easement of record or of use, which shall include without limitation, use for construction, installation and repair of utilities, maintenance, encroachment, drainage and ingress and egress.

Section 9. Easements for Sales Activities. Declarant, and its agents, successors, mortgagees and assigns shall have the right to conduct extensive sales activities on and at the Property relating to the sale of any residence and/or Residential Lot -including the use of any residence, Residential Lot owned by Declarant or its successors in interest, for model home displays, sales and management offices, parking and extensive sales displays and activities and the posting and maintenance of signs and other advertisements relating to such sales activities; provided Declarant or successors shall pay and be liable for expenses, if any, attributable to the maintenance of such lots used for the foregoing purpose. The rights reserved in this Section shall continue until December 31, 2018 (which date may be extended to the extent that Declarant shall experience delays in development of any additional phase or increment of the project, for reasons beyond Declarant's reasonable control, but in no event beyond December 31, 2018).

Section 10. Non-Permitted Uses of Residential Lots.

Section 10(A).

No trade, craft, business, profession, commercial or manufacturing enterprises or business or commercial activity requiring clients, customers, vendors and employees to regularly visit the lot or dwelling, including day schools, nurseries, or church schools, shall be conducted or carried on upon any Residential Lot, building site, nor shall any goods, equipment, vehicles (including buses, boats, camper, trucks, and trailers of any kind) or materials or supplies used in connection with any trade, service, or business, wherever the same may be conducted, be kept, parked, stored, dismantled, or repaired on any Residential Lot, building site, or on any street within the existing property, nor shall anything be done on any Residential Lot or building site which may be or may become an annoyance or nuisance to the

neighborhood. Subject to compliance with applicable local ordinances and other restrictions of record, an owner may use the owner's dwelling on the lot as a "home office" or a "home occupation", provided that clients, customers, vendors and employees do not regularly or frequently visit the "home office" or "home occupation". No premises shall be used for any other purpose whatsoever except for the purpose of a private dwelling or residence. The use of homes as builder models and on-site sales offices for the primary purpose of obtaining presales within the subdivision shall be exempt from the above restrictions.

Section 10(B).

No trash, garbage, ashes, or other refuse, junk vehicles, underbrush, or other unsightly growths or objects shall be thrown, dumped or allowed to accumulate on any Residential Lot or building site or public street. In the event any such condition shall exist, any person entitled to hereunder may use legal powers as set forth in these covenants.

Section 10(C).

No trailer, camper, basement, tent, shack, garage, barn, or temporary structures erected or situated within the property, shall, at any times, be used as a residence, temporarily or permanently, nor shall any permanent building or structure be used as a residence until it is completed as to external appearance, including finished painting.

Section 10(D).

The streets in front of the Residential Lots shall not be used for the overnight parking of any vehicle and shall not be used for the storing of any boats, trailers, camper vehicles, trucks, or other vehicles of any kind or nature. No boat, motor home, boat trailers, house trailers, camper automobiles, trucks, or other vehicles or any part thereof shall be stored or permitted to remain on any Residential Lot or building site unless the same is stored or placed in a garage, or in a space approved by the A.C.C. No sports equipment, basketball nets or hoops or other equipment shall be allowed in the common areas and/or street areas unless specifically provided by Declarant. No truck, camper, motor home, trailer, or boat shall be parked on or shall overhang on any Residential Lot, street, sidewalk or street planting strip other than solely for the purpose of loading or unloading or a service call except within the garage structure or driveway at the residence premises.

Section 10(E).

All utilities, on and in public dedicated areas, or on private property, or on and in the Common Areas, including water, sewer, storm sewer, and power, shall be installed underground in compliance with all governmental regulations for the installation and maintenance of the same.

Section 10(F).

No oil drilling, oil development operations, oil refining, quarrying, or mining operations of any kind shall be permitted upon or in any Residential Lot nor shall oil wells, tanks, or mineral excavations be permitted upon or in any Residential Lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any Residential Lot. No towers, antennae, satellite dishes or other such devices shall be allowed without A.C.C. approval, in its sole discretion.

Section 11. Fences, Hedges, and Walls. Fences shown on the subdivision improvement plans shall be constructed prior to final occupancy, and shall be maintained by the HOA. On all Residential Lots no fence, hedge, structure, wall or retaining wall shall be constructed or exist anywhere on the lot without the prior written approval of the A.C.C. Fences, hedges, and walls should be of a height not to impede an open visual atmosphere. Fencing between yards and on lot perimeters shall be pursuant to the A.C.C. rules and regulations. Fencing shall stair step to the contour of the land. No planting, signage, or structure obstructing vision or otherwise not approved, at roadway intersections or driveways, shall be permissible or maintained. Installation and maintenance of retaining walls that are required and approved in writing by the A.C.C. due to topographic conditions of individual Residential 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 Dawson's Ridge Homeowners Association.

Section 12. Animals. No animals, livestock or poultry of any kind shall be raised, bred or kept on any Residential Lot, except that not more than two (2) dogs and two (2) cats or other household pets may be kept, provided that they are not kept, bred or maintained for any commercial purpose and provided that they are not permitted to cause damage, constitute a nuisance or run at large throughout the neighborhood. All animal wastes or disturbances created shall be the responsibility for immediate clean up of the owners. No wastes shall be allowed to remain under any circumstance on any Residential Lot, Common Area or Public Area. All pets must be carried, contained or leashed in public.

Section 13. Vehicle Parking, Garage Use. Dawson's Ridge Homeowners Association residents shall reasonably use garages for parking and storing personal vehicles; and shall not use garages for storage of personal belongings thereby prohibiting the use of garages for their intended regular overnight use for parking of vehicles. Whenever practical, garage doors should remain closed so as not to visually expose personal belongings and vehicles to passing pedestrians and vehicular traffic.

Section 14. ATV's, Motorcycles, and Other Motorized Vehicles. Operation of any motorized vehicles, including but not limited to ATV's and non "street legal" Motorcycles, are not permitted to be operated on any of the common areas or private roads.

Section 15. Signs. No sign of any kind shall be displayed unless written approval is received from the A.C.C. with the exception of a real estate "For Sale" or "For Rent" signs, the maximum size of which shall be 500 square inches. This section shall not apply to Declarant or it's assignee for first time home construction, models and marketing.

Section 16. Noise. It shall be unlawful for any person within Dawson's Ridge subdivision to make, continue, or cause to be made or continued, any loud, unnecessary or unusual noise which either annoys, disturbs, injures or endangers the comfort, repose, convenience, health, peace or safety of others, within the limits of the Dawson's Ridge subdivision. Such unnecessary or unusual noise includes, but is not limited to, loud, raucous, frequent, repetitive, or continuous sounds made by animals, sirens, amplified music, fireworks, etc.

Section 17. Nuisance. No portion of the properties shall be used, in whole or in part, for the storage of any property or thing that will cause it to appear to be in an unclean or untidy condition or that will be obnoxious to the eye; nor shall any substance, thing or material be kept upon any portion of the properties that will emit foul or obnoxious odors or that will cause any noise or other condition that will or might disturb the peace, quiet, safety, comfort, or serenity of the occupants of surrounding property. There shall not be maintained any plants or animals or device or thing of any sort whose activities or existence in any way is noxious, dangerous, unsightly, unpleasant, or of a nature as may diminish or destroy the enjoyment of the properties.

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## ARTICLE VI

### INSURANCE

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

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

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

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

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

Section 6. Provisions Common to Association Insurance. Any insurance coverage obtained by the Association pursuant to this Article shall be subject to the following provisions and limitations: (a) The named insured under any such policies shall be the Association and/or its authorized representative(s). (b) In no event shall the insurance coverage obtained and maintained by the Association be brought into contribution with insurance purchased by the Owners, Occupants, or their Mortgagees. (c) The policies shall provide that coverage shall not be prejudiced by: (i) any act or neglect of the Owners when such act or neglect is not within the control of the Association, or (ii) failure of the Association to comply with any warranty or condition with regard to any portion of the Project over which the Association has no control. (d) The policies shall provide that coverage may not be canceled or substantially modified (including cancellation for non-payment of premium) without at least thirty days' prior written notice to any and all First Mortgagees and insureds named therein. (e) All policies shall be written with a company licensed to do business in Washington and holding a rating of 'A' or better in the financial category as established by A.M. Best Company, Inc., if reasonably available, or, if not available, the most nearly equivalent rating. (f) Insurance policies shall include the following provisions, if reasonably available: (i) a waiver of subrogation by the insurer as to any and all claims against the Association and any Owner and their respective agents, employees or tenants, and of any defenses based upon co-insurance or upon invalidity arising from the acts of the insured; (ii) notwithstanding any provisions which give the insurer the right to elect to restore damage in lieu of making a cash settlement, such option shall not be exercisable (1) without the prior written approval of the Board or (2) when in conflict with the provisions of (a) any insurance trust agreement to which the Association may be a party or (b) any requirement of law; and (iii) no policy may be canceled, invalidated, or suspended on account of the conduct of any member of the Board, officer, or employee of the Association or its duly authorized manager without prior demand in writing delivered to the Association to cure the defect and the allowance of a reasonable time thereafter within which the defect may be cured by the Association, its management, any Owner or Mortgagee.



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

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

## ARTICLE VII

### General Provisions

Section 1. General Provisions. The covenants, conditions and restrictions of this Declaration shall run with and bind the land for a term of twenty (20) years from the date the Declaration is recorded after which time they shall automatically be extended for successive periods of ten (10) years. The provisions of this Declaration are declared to create mutual, equitable covenants and servitudes for the benefit of the Declarant and each owner or contract purchaser of a Residential Lot or building site. Said Covenants, Conditions and Restrictions may be enforced by any proceeding at law or in equity against any person or persons violating or attempting to violate any Covenants, Conditions or Restrictions, either to restrain violation and/or to recover damages, and failure of the Declarant, the A.C.C., or any owner or contract purchaser to enforce any Covenant, Condition and/or Restriction or exercise any right herein contained shall in no event be deemed a waiver of the right to do so thereafter. All costs incurred in enforcement shall be at the expense of the violator or violators.

The Association, at its option, 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 violations of this Declaration of Conditions and Restrictions applicable to Dawson's Ridge Homeowners Association, to plant or re-plant, trim, cut back, remove, replace, cultivate or maintain hedges, trees, shrubs, plants, or lawns; and to clean, paint, repair, replace, and generally maintain the exterior of a Residential Lot and improvements thereon and to keep said lot or Residential Lot and any residential building and improvement thereon in neat and good order to conform with the general attractive character of the area. Any and all expenses which may be incurred by the Homeowners Association pursuant to this provision shall be a charge and lien against the Residential Lot involved with a lien enforceable as provided above and, in addition, shall be the personal obligation of the owner thereof.

Section 2. Severability. Invalidation of any one of these Covenants, Conditions and Restrictions by judgment or Court order shall in no way affect any other provisions which shall remain in full force and effect.

Section 3. Amendment. Amendments may be adopted at a duly held meeting of the Members upon the affirmative vote of 67% of the Class "A" and the consent thereto by the Class "B" members. So long as Declarant owns any Lots in the Subdivision, or upon the expiration of six (6) years from the date of recording of the final plat for Dawson's Ridge subdivision, whichever occurs first, any changes to the Declarations must be approved by the Declarant. Notwithstanding anything contained in this Section, this Declaration shall not be amended to delete the obligation of the Association to maintain Common Areas, or to delete the obligation to collect money to accomplish this, without the formal approval of the City of Camas, located in Clark County, Washington.

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

Section 5. Litigation. No judicial or administrative proceeding shall be commenced or prosecuted by the Association unless approved by vote of the Owners representing seventy-five percent (75%) of the total votes of the Class "A" Membership. This Section shall not apply, however, to: (a) actions brought by the Association to enforce the provisions of this Declaration, the By-Laws, or the Association Rules; (b) the imposition or the collection of Assessments; or (c) counterclaims brought by the Association in proceedings brought against it.

IN WITNESS WHEREOF, the undersigned being the Declarant herein, have hereunto set their hands and seals this \_\_\_\_\_ day of \_\_\_\_\_, 2017.

McIntosh Ridge PRD LLC,  
A Washington limited liability company.

By \_\_\_\_\_ Date:  
McIntosh Ridge PRD LLC, Owner  
David Lugliani

STATE OF WASHINGTON                    )  
  ) ss.  
County of Clark                            )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2017, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared David Lugliani to me known to be the Owner of McIntosh Ridge PRD LLC the company that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that they were authorized to execute said instrument.

IN WITNESS WHEREOF, I hereunto set my hand and affixed my official seal, the day and year first above written.

\_\_\_\_\_  
NOTARY PUBLIC in and for the State of  
Washington, residing at \_\_\_\_\_  
My appointment expires: \_\_\_\_\_