

("Private Roads & Utility Tracts"). The Private Roads & Utility Tracts are hereby granted to the Association with the Plat. The Private Roads & Utility Tracts shall be owned, maintained and used by the Association.

h) Shared Driveway Easements. Lot 2 hereby grants a non-exclusive easement for ingress, egress and utilities over the east 20 feet of Lot 2 for a shared driveway between Lot 2, Lot 3 and Lot 4 ("Shared Driveway"). The Lot Owners of the Shared Driveway shall share the cost of construction and all maintenance and repair of the Shared Driveway. In the event any such Lot Owner develops and improves their Lot and constructs the Shared Driveway prior to the other Lot Owner's purchase and development, the Lot Owner incurring such cost shall be reimbursed by the other Lot Owners within 30 days of close of escrow on the subsequent Lot. The ARC may, at its election, may assist with coordination between the Lot Owners.

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

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

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

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

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

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

ARTICLE III

ARCHITECTURAL CONTROL

Section 1. The Architectural Review Committee ("ARC") shall initially be composed of a person(s) designated by the Declarant, which may be the Declarant, its successors, assigns, agents or representatives. At such time as Class B membership terminates, the ARC shall be appointed by the Board of Directors of

the Association and shall consist of at least 3 members, and the Declarant may remain a member (in its discretion) thereafter until conveyance of all Lots owned by Declarant. In the absence of such appointment, the Board of the Association shall serve as the ARC. Two-thirds (2/3rds) of the ARC shall constitute a quorum thereof. The approval of the ARC for matters under its review will not be unreasonably withheld provided the proposed improvement meets the criteria in this Declaration and complements the general design and material criteria within the Subdivision. The ARC, in its sole discretion, may enact rules and regulations regarding an appeal of any ARC decision.

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

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

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

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

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

Section 7. No side or backyard fence or perimeter wall height shall be permitted in excess of six (6) feet. Fence and gate material shall be black or dark colors constructed of ornamental steel, iron, or aluminum, with designs and color approved by ARC. Wood fencing shall not be permitted. Fencing shall not be located past front corners of the primary dwelling unit. Any swimming pool fencing must be the same as the other fencing on the Lot. No fencing in the front yard of any Lot shall be permitted. Any Lot adjoining an exterior perimeter line of the Subdivision or Common Area shall be fenced, screened, or walled to maintain reasonable continuity of design and security for the remainder of the neighborhood. Gates may be allowed at driveway entrances for shared driveways upon ARC approval. Gates shall match the design and material of the balance of fencing on each Lot. Perimeter walls may be constructed subject to similar specifications using masonry material as may be pre-approved by the ARC. All fences and walls shall be subject to ARC final approval prior to construction. All Common Area fencing, as may be required by the City of Camas, will be constructed and maintained by the Association and at the cost of the Association, or as otherwise approved and permitted by the Association.

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

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

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

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

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

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

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

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

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

ARTICLE IV ASSOCIATION MEMBERSHIP

Section 1. Every Owner of a Lot shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot.

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

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

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

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

(ii) on January 1, 2022.