

**5813046 CCRAMD**

Total Pages: 34 Rec Fee: \$136.50

eRecorded in Clark County, WA 11/02/2020 02:06 PM

FIDELITY TITLE VANCOUVER - TITLE ONLY

SIMPLIFILE LC E-RECORDING

**RETURN ADDRESS:**

*Cassie N. Crawford*

*Vancouver Land Law Corp.*

*P.O. Box 61488*

*Vancouver, WA 98666*

*(360) 573-4405*

W9174

**Document Title(s): Amended Declaration of Covenants, Conditions and Restrictions for Province Estates Homeowners Association**

**5790284**

**Reference Number(s) of Related Document(s): Bk, 311 Pg. 966**

**Grantor(s): Liberty Land Development LLC**

**Grantee(s) Liberty Land Development LLC**

This document is being recorded as an accommodation.  
Fidelity National Title maintains no responsibility  
as to the effect or provisions of this document.

**Legal Description (abbreviated form: i.e. lot, block, plat or section, township, range):**

Province Estates Lot 1 through Lot 40, Clark County, WA

**Assessor's Property Tax Parcel/Account Number: 986046431 through 986046470**

**AMENDED DECLARATION OF  
COVENANTS, CONDITIONS, AND RESTRICTIONS FOR  
PROVINCE ESTATES HOMEOWNERS ASSOCIATION**

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF PROVINCE ESTATES HOMEOWNERS ASSOCIATION ("Declaration") is made 10/30/2020 by Liberty Land Development LLC, a Washington limited liability company (the "Declarant").

**Recitals**

A. The Declarant is the owner, or controls, all that certain real property and improvements thereon located in the City of Camas, Clark County, State of Washington, referred to as Province Estates Subdivision (also referred to as the "Property"), recorded at Auditor's File No.311966, in Book 311, Page 966 (the "Plat").

B. Declarant intends to develop the Property as a planned community known as "PROVINCE ESTATES" which is a plat community as defined in RCW 64.90.010(37) and Declarant desires to impose these mutually beneficial covenants, conditions, restrictions, easements, assessments and liens on the Property under a comprehensive general plan of improvement and development for the benefit of all of the Owners, the Lots and Common Area, within "PROVINCE ESTATES".

C. To the extent there is a conflict between this Declaration and any mandatory or non-waivable provision of RCW 64.90, the provisions of RCW 64.90 shall control; however to the extent there is a conflict between this Declaration and a provision of RCW 64.90 that is either not mandatory or that is waivable or alterable, the provisions of this Declaration shall control.

D. Declarant is required as a condition of approval to create a Homeowners Association, to which will be delegated and assigned the powers and authority to own, maintain and administer the Association, the Common Area, and facilities, and administer and enforce the covenants, conditions, and restrictions of this Declaration, and collect and disburse the assessments and charges hereinafter created.

NOW THEREFORE, the Declarant declares that the Property shall be held, transferred, sold, conveyed and occupied subject to the following covenants, conditions, restrictions, easements, charges and liens, or as noted herein, which shall run with the land and shall be binding upon all parties having or acquiring any right, title or interest in the Property or any part thereof and shall inure to the benefit of the Association and for the benefit of each Lot Owner.

## **Article 1 Definitions**

**1.1** **“Architectural Review Committee”** or **“ARC”** shall mean the Declarant until turnover and thereafter shall refer to the Board of Directors unless the Board has appointed a separate body to carry out the functions described in Article 6 in which case "ARC" shall refer to this body.

**1.2** **“Articles”** shall mean the Articles of Incorporation for the non-profit corporation, PROVINCE ESTATES Homeowners Association, or such similar name approved by and filed with the Washington Secretary of State, Corporations Division.

**1.3** **“Association” and/or “HOA”** shall mean and refer to "PROVINCE ESTATES Homeowners Association," its successors and assigns.

**1.4** **“Board of Directors” and/or “Board”** shall mean the Board of Directors of the Homeowners Association.

**1.5** **“Builder”** or **“Approved Builder”** shall mean a Builder who has purchased one or more Lots from the Declarant, or the Declarant's assignee or successor, and is authorized to construct a Home on said Lot(s). Said Builder shares in the special Declarant rights related to construction and marketing. Once assessments have commenced, any Lot owned by a Builder will pay assessments to the Association from the date the escrow closes between the Declarant and said Builder.

**1.6** **“Building Structure”** shall mean a building that is comprised of one or more contiguous Homes constructed and located on Lots, including without limitation, garage structures located on the Lots, whether attached to or detached from the Building Structure.

**1.7** **“Bylaws”** shall mean and refer to the Bylaws of the Association.

**1.8** **“Common Area(s)”** shall mean and refer to any areas of land shown on the recorded Plat of the Property, including any improvements thereon, which are intended to be devoted to the common use and enjoyment of all the members of the Association, and areas outlined herein as the maintenance responsibility of the Association, unless provided otherwise in this Declaration. In reference to RCW 64.90.210, and as evidenced by the Plat, no interior element of any living unit in PROVINCE ESTATES is considered a common element or area.

**1.9** **“PROVINCE ESTATES”** shall mean the real property described within the Plat of PROVINCE ESTATES, and any annexations of additional lands to PROVINCE ESTATES and all Common Area included within the Plat of PROVINCE ESTATES.

**1.10 "Declarant"** shall mean and refer to Liberty Land Development LLC, its successors or assigns, or any successor or assign to any of their interests in the development of the Property. "Declarant" shall not refer to any other subsequent purchaser of a Lot or Home.

**1.11 "Declaration"** shall mean the covenants, conditions, restrictions, and all other provisions set forth in this Declaration of Covenants, Conditions and Restrictions for PROVINCE ESTATES.

**1.12 "General Common Expenses"** shall mean those expenditures made or liabilities incurred by the Association, including reserves. Such definition should also apply to the words, "Common Expenses" as used in this Declaration.

**1.13 "General Plan of Development"** shall mean the Declarant's general plan of development of the Property as approved by appropriate governmental agencies, as may be amended from time to time.

**1.14 "Home"** shall mean and refer to any portion of a structure situated on a Lot designed and intended for use and occupancy as a residence and/or residential unit by a single family or household.

**1.15 "Limited Common Expenses"** shall mean those expenditures incurred and for benefit of Lots 12-33, which are the Lots behind the gate separating Province Drive and Province Court. Limited Common Expenses will be paid by the Owners of Lots 12-33, in addition to General Common Expenses and shall include, without limitation, repair & maintenance Province Court, signage, lighting & gate all electricity related thereto.

**1.16 "Lot"** shall mean and refer to any plot of land indicated upon the recorded subdivision map of PROVINCE ESTATES.

**1.17 "Lot Easement Area"** shall mean and refer to those portions of any Lot subject to any easement benefiting the Association. The term "Lot Easement Area" shall not refer to any portions of any Lot encumbered by an easement to any other party, including without limitation, any governmental entity.

**1.18 "Members"** shall mean and refer to the Owners of Lots in PROVINCE ESTATES and who are members of the PROVINCE ESTATES Homeowners Association.

**1.19 "Occupant"** shall mean and refer to the occupant of a Home who shall be the Owner, lessee or any other person authorized by the Owner to occupy the premises.

**1.20 "Owner"** shall mean and refer to the record Owner, including Declarant, whether one or more persons or entities, of the fee simple title to any Lot or a purchaser in possession under a land sale contract. The foregoing does not include persons or entities that hold an interest in any Lot merely as security for the performance of an obligation.

**1.21 "Plat"** shall mean and refer to the recorded Plat(s) of PROVINCE ESTATES, and any annexation plats.

**1.22 "Property"** shall mean and refer to all real property described within the Plat of PROVINCE ESTATES, as well as any future annexations of additional property. Property includes the Common Area, and all improvements located on the real property, as may be brought within the jurisdiction of the Association and be made subject to this Declaration.

**1.23 "Rules and Regulations"** shall mean and refer to the documents containing rules and regulations and policies adopted by the Board of the Association or the Architectural Review Committee ("ARC"), and as may be from time to time amended by the Board and/or ARC.

**1.24 "Turnover Meeting"** shall be the meeting called by the Declarant to turn over control of the Association to the Owners as required by RCW 64.90.415.

## **Article 2 Property Subject to this Declaration**

**2.1** The real property which is and shall be held, transferred, sold, conveyed and occupied subject to this Declaration is located in the City of Camas, Clark County, Washington, in that certain Plat map entitled "PROVINCE ESTATES" filed in the Plat records of Clark County, Washington, more particularly described as consisting of Lots 1-40 of the PROVINCE ESTATES, and all Common Area, including Tracts "A", "B", "C" and "D" as shown on the Plat.

(a) Common Expenses. Pursuant to RCW 64.90.235, the allocation of units for Common Expenses and voting is 1/40th per unit. The formula used to allocate units is pro rata based on the total number of units in PROVINCE ESTATES.

(b) Limited Common Expenses. Pursuant to RCW 64.90.210 and 64.90.240, the allocation of units for Limited Common Expenses and voting is 1/22<sup>nd</sup> per unit and applies only to Lots 12-33.

**2.2** At any time during the initial term of this Declaration, the Declarant may, at its sole option, annex additional property into the Association to be subject to the terms hereof to the same extent as if originally included herein and subject to such other terms, covenants, conditions, easements and restrictions as may be imposed thereon by Declarant. Declarant currently anticipates that there will ultimately be a total of 40 Lots in the subdivision. Declarant shall have no obligation of any kind to annex any additional land to the Property.

(a) Consent or Joinder Not Required. No consent or joinder of any Owner or other party except the Declarant and the record owner of the land being annexed shall be necessary to effect any annexation made pursuant to this Section.

(b) Declaration of Annexation. Annexation shall be evidenced by a written Declaration of Annexation executed by the Declarant, or (in the case of an annexation by action of members) by the Board and the owners of the property being annexed, setting forth the legal description of the property being annexed and any additional covenants, conditions and restrictions to be applied to such annexed property. Notwithstanding any provision apparently to the contrary, a declaration with respect to any annexed property may:

(i) Establish such new land classifications and Types of Lots and such limitations, uses, restrictions, covenants and conditions with respect thereto as Declarant may deem to be appropriate for the development of the annexed property;

(ii) With respect to existing land classifications, establish additional or different limitations, uses, restrictions, covenants and conditions with respect thereto as Declarant may deem to be appropriate for the development of such annexed property; and/or;

(iii) Contain provisions necessary or appropriate to comply with any condition, requirement, or imposition of any governmental or regulatory authority.

(c) Voting Rights; Allocation of Assessments. Upon annexation, additional Lots so annexed shall be entitled to voting rights and shall be responsible for payment of assessments as required for that fiscal year. At the beginning of the next fiscal year, assessments for the general common areas shall be apportioned equally based upon the total number of Lots, following such annexation.

(d) No Duty to Annex. Nothing herein contained shall establish any duty or obligation on the part of the Declarant or any member to annex any property into the Association and no owner of property excluded from the Association shall have any right to have such property annexed thereto. Declarant is under no obligation to build Homes on any or all of the Lots contained in the original Plat.

### **Article 3 Ownership and Easements**

**3.1 Non-Severability.** The interest of each Owner in the use and benefit of the Common Area shall be appurtenant to the Lot owned by the Owner. No Lot shall be conveyed by the Owner separately from the interest in the Common Area, subject to the provisions of Section 3.3. Any conveyance of any Lot shall automatically transfer the right to use the Common Area without the necessity of express reference in the instrument of conveyance. There shall be no judicial partition of the Common Area. Each Owner, whether by deed, gift, devise or operation of law, for his/her own benefit and for the benefit of all other Owners, specifically waives and abandons all rights, interests and causes of action for judicial partition of any interest in the Common Area and does further agree that no action for judicial partition shall be instituted, prosecuted or reduced to judgment. The ownership interest in the Common Area and Lots

described in this Article are subject to the easements granted and reserved in this Declaration for drainage, and any needed maintenance support. Each of the easements reserved or granted herein shall be deemed to be established upon the recordation of this Declaration and shall forever be deemed to be covenants running with the land for the use and benefit of the Owners and their Lots and shall be superior to all other encumbrances applied against or in favor of any portion of PROVINCE ESTATES.

**3.2 Ownership of Lots.** Title to each Lot in PROVINCE ESTATES shall be conveyed in fee to an Owner. If more than one person and/or entity owns an undivided interest in the same Lot, such person and/or entities shall constitute one (1) Owner.

**3.3 Ownership of Common Areas.** Title to Common Area Tracts “A”, “B”, “C” and “D” were conveyed to the Association at the time of recordation of the original Plat. The Board of Directors may convey title to any present or future Common Area Tracts, to a City, County or other Government agency. The Association, with the approval of 80% of the Association membership, may sell, convey or mortgage the Common Area. As per the Plat for PROVINCE ESTATES, the common area Tracts shall be maintained by the Association, and are described as follows

(a) Tract “A” is a storm water retention facility that is to be owned, shared and maintained by the PROVINCE ESTATES Homeowners; and

(b) Tract “B” and Tract “C” are open space areas that are to be owned, shared and maintained by the PROVINCE ESTATES Homeowners; and

(c) Tract “D” and Tract “E” are private roads that are to be owned, shared and maintained by the PROVINCE ESTATES Homeowners.

**3.4 Easements.** Individual deeds to Lots may, but shall not be required to set forth the easements specified in this Article.

(a) Easements on Plat. The Lots and Common Areas are subject to all easements and rights-of-way shown, or noted, on the Plat of PROVINCE ESTATES.

(b) Easements for Common Area. Every Owner shall have a non-exclusive right and easement of use and enjoyment in and to the Common Area, which shall be appurtenant to and shall pass with the title to every Lot.

(c) Easements Reserved by Declarant. So long as Declarant owns any Lot, Declarant reserves an easement over, under and across the Common Areas in order to carry out sales activities necessary or convenient for the sale of Lots. In addition, Declarant hereby reserves to itself, and for its successors and assigns, a perpetual easement and right-of-way for access over, upon and across the Common Areas for construction, maintenance (if applicable), utilities, communication lines, drainage, and ingress and egress for the benefit of the Lots or other property

owned by Declarant. Declarant, for itself and its successors and assigns, hereby retains a right and easement of ingress and egress over, in, upon, under and across the Common Area and the right to store materials thereon and to make such other use thereof as may be reasonably necessary or incident to the construction of the improvements on the Property or other real property owned by Declarant in such a way as to not unreasonably interfere with the occupancy, use, enjoyment or access to an Owner's Lot by that Owner or his/her family, tenants, guests or invitees.

(d) Additional Easements. Notwithstanding anything expressed or implied to the contrary, this Declaration shall be subject to all easements granted by Declarant for the installation and maintenance of utilities, pathways, border fencing, access roads and drainage facilities necessary for the development of PROVINCE ESTATES. No structure, planting or other material shall be placed or permitted to remain within any easement area which may damage or interfere with the installation or maintenance of utilities, or which may change the direction of flow of drainage channels in the easements, or which may obstruct or retard the flow of water through drainage channels in the easements. The easement area of each Lot and all improvements thereon shall be maintained continuously by the Owner of the Lot, except for those improvements for which a public authority, utility company or the Association is responsible.

(e) Association's Easements. There are hereby reserved to the Association and its duly authorized agents and representatives such easements as are necessary to perform the duties and obligations of the Association set forth in this Declaration, the Bylaws and Articles, for the maintenance of the drainage and needed support for the structures, and any exterior maintenance.

(f) Easement to Governmental Entities. There is hereby reserved and granted a non-exclusive easement over the Common Area to all governmental and quasi-government entities, agencies, utilities, and their agents for the purposes of performing their duties within PROVINCE ESTATES. However, where applicable, the Association may be subject to compensation for the taking or use of such easement rights.

(g) Landscaping. The Association reserves an easement for any landscape maintenance, upkeep and replacement, as well as utilities pertaining to landscaping or maintenance for any street planter strips, buffer landscaping and any entry monument (even if outside of designated Common Area). Further, all Common Areas are subject to landscape maintenance easements over their entirety in favor of the Association.

(h) Private Storm Sewer Easements. Private Storm Sewer Easements exist along the property lines of Lots identified on the Plat of PROVINCE ESTATES.

(i) Storm Water Facilities. In conjunction with the recording of the Final Plat for the subdivision of the Property the Declarant is, or will be, constructing storm water management facilities. The Association shall maintain any and all storm water facilities constructed within Tract "A", whether constructed prior to the recording of the Final Plat upon the Property or thereafter. The Association will be responsible for the two-year maintenance



inspection and replacement/cleaning of storm filtration cartridges and vaults if needed, or whatever is required by governmental authorities.

(j) Maintenance Easement. An easement is hereby reserved in favor of the Association and its successors, assigns, contractors, agents and employees over, across, and under each Lot, the Common Areas, landscaped areas, private street, any planter strips and other areas of the Property necessary or appropriate for the purposes of accomplishing the maintenance, repair, and replacement of improvements, should such maintenance, repair and replacement be deemed necessary in order to maintain the standards of the Association and of the ARC.

(k) Maintenance Obligations/Owner Restrictions. Except as specifically noted in this document, the Owner, at his/her expense, shall maintain, repair and replace the improvements and utility installations in any Lot Easement Area and shall hold the Association harmless from any such costs.

(l) Private Street Maintenance. The private streets including gutters and curbs, catch basins, and the underground storm water conveyance system 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 V, 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 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. The two-year warranty inspection will be the responsibility of the Association, as well as any other inspection required by governmental authorities. Any curb damage shall be the responsibility of the Owner of the Lot fronting damaged curb. 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 PROVINCE ESTATES.

(m) Public Utility Easements. Public Utility Easements and street light locations are reserved, as defined on the Plat(s) of PROVINCE ESTATES. No building, structure, tree or other obstruction shall be placed or located on or in a Public Utility Easement. A private meter shall be installed for street lighting. The Association will be responsible for all power and street light maintenance.

(n) Retaining Walls. Retaining walls may have been constructed within the Property (the "Retaining Walls"). The Retaining Walls are not in all cases located on a Lot or Tract line. The location of a Retaining Wall (or the construction by an Owner of any improvements on or near the Retaining Wall) shall not constitute evidence of the intended location of a Lot line, or provide grounds for any claim of adverse possession or prescriptive easement. Each Lot upon which any portion of a Retaining Wall is located shall be subject to an easement, for the benefit of

all other Lots, for the purposes of support by and natural drainage from such Retaining Wall. Retaining Walls may or may not have been designed by a professional engineer, and no Owner shall take any action to add, construct or place any improvement on the Lot so that it may, in the judgment of the Association: result in disturbance of, weakening of, or damage to the Retaining Walls; increase any engineered load or alter design criteria; or cause damage to the wall and surrounding properties. Any improvements on Lot will need prior approval of Architectural Review Committee. Regardless of such approval, any Lot Owner who takes such action shall be responsible for all resulting costs of repair and restoration of the Retaining Wall. Otherwise, neither the Association nor any other Owner shall have any affirmative obligation to maintain or repair the Retaining Walls. However, should they elect to do so, the Association, any Owner whose Lot is adjacent to a Retaining Wall, and their duly authorized agents and representatives, shall have the right to enter the property upon which any portion of a Retaining Wall is located for the purpose of making any necessary repair to or maintenance of the Retaining Wall.

(o) Building Envelope. Each Lot has a defined area within which the Home is to be built. This is referred to as the "Building Envelope" as shown on the Plat. Any building must be approved by both the City of Camas and the ARC, or their designated representative for ARC reviews.

**Article 4**  
**Lots and Homes**

**4.1 Residential Use.** Lots shall be used for residential purposes only. Except with the consent of the Board of Directors, no trade, craft, business, profession, commercial or similar activity of any kind shall be conducted on any Lot, nor shall any goods, equipment, vehicles, materials or supplies used in connection with any trade, service or business be kept or stored on any Lot. Nothing in this paragraph shall be deemed to prohibit the following:

(a) Commercial Activities of Individual Residences. The right of the Owner of a Lot to maintain his/her professional or personal library, keep his/her personal business or professional records or accounts, handle his/her personal business or professional telephone calls or confer with business or professional associates, clients or customers, in his/her residence, so long as such activity is not observable outside of the residence, does not significantly increase parking or vehicular traffic, or is in violation of applicable local government ordinances. The mere parking on a Lot or in the street, of a vehicle bearing the name of a business shall not, in and of itself, constitute a violation of this provision. The Board of Directors shall not approve commercial activities otherwise prohibited by this paragraph unless the Board determines that only normal residential activities would be observable outside of the residence and that the activities would not be in violation of applicable local government ordinances.

(i) Neither the Association, the Board of Directors, nor the management agent shall be held responsible for any loss of wages, income or computer connectivity if telephone, computer or internet service is interrupted by the Association, an Association vendor, or utility, or the management agent.

**4.2 Construction.** Except for construction performed by or contracted for by Declarant, no construction, reconstruction or exterior alterations shall occur on any Lot, unless the approval of the ARC is first obtained pursuant to Article 6. Consideration such as siting, shape, size, color, design, height, solar access, or material may be taken into account by the ARC in determining whether or not to consent to any proposed work. Such work includes, but is not limited to Homes, accessory buildings/structures, storage shelters, swimming pools, spas, landscaping, greenhouses, patios, fencing, basketball hoops or remodeling. The intent of this covenant is to ensure quality of workmanship and material, harmony of external design with the existing and planned structures as to location and visual compatibility and finish grade elevations. Original construction designs, materials and product specifications by Declarant may vary from any or all specified in this document. All construction performed by or contracted for by Declarant, shall be presumed to have met these minimum requirements or have been granted a variance thereto.

**4.3 Building Restrictions.** Construction of all homes shall be completed by licensed and bonded contractors. All construction design shall be completed to maintain compatibility with the natural setting surrounding and including PROVINCE ESTATES. All construction shall be completed with the setback requirements to by city ordinance or other applicable law. The following additional restrictions are minimum standards applicable to all Lots.

(a) Mobile Homes. Mobile, manufactured, module, temporary or pole-barn type structures and homes will not be permitted on any Lot within PROVINCE ESTATES;

(b) Single Family Homes.

- (i) Minimum square footage: 1,800 sq. ft. for single level or 2,500 sq. ft. for two story homes, unless otherwise approved by ARC;
- (ii) Minimum Garage size: Standard 2 car garage, unless otherwise approved by ARC;
- (iii) Exterior Finishes: 33% secondary materials, unless otherwise approved per ARC;
- (iv) Exterior Paint: stained or painted with semi-transparent or solid stains, painted in natural hues, unless otherwise approved by ARC;
- (v) Roof: 30 year shingled composite (no metal roofs); unless otherwise approved by ARC;
- (vi) Fencing: cedar, white vinyl, brick or stone and not to exceed 6 ft. in height, unless otherwise approved by ARC;
- (vii) Driveways: concrete; no dirt, gravel or asphalt driveways permitted, unless otherwise approved by ARC

- (viii) Decks: stained, painted, metal rail or Trex composite, in natural shades consistent with exterior color of the home, unless otherwise approved by ARC; and
- (ix) Landscaping and Irrigation: grass or synthetic grass, sprinklers front and back, unless otherwise approved by ARC.

**4.4 Licensed Builders.** All construction shall be performed or overseen by a general contractor licensed in the State of Washington, who performs services under a general contractor's bond as required by the State of Washington. No contractor or subcontractor operating without a license or bond shall be permitted to perform construction services in PROVINCE ESTATES.

**4.5 Screening and Solar Panels.** Placement of any heat pump, condenser or generator shall be screened from street view. Use of solar heating systems is permissible, pursuant to RCW 64.90.510, and provided the solar panels or collectors are integrated into the home's design and consistent with the overall appearance of PROVINCE ESTATES.

**4.6 Rental of Homes.** An Owner shall be entitled to rent or lease his/her residence, subject to the following:

(a) Written Rental Agreements. A written rental or lease agreement is required, specifying that: (i) the tenant shall be subject to all provisions of the Declaration, Bylaws and Rules and Regulations, and (ii) failure to comply with any provision of the Declaration, Bylaws and Rules and Regulations shall constitute a default under the rental agreement;

(b) Minimum Rental Period. The period of the rental or lease is not less than thirty (30) days; and

(c) Tenant Must Be Given Documents. The Owner gives each tenant a copy of the Declaration, Bylaws and Rules and Regulations.

(d) Owner Responsibility. Owner shall be responsible for any violations by tenants and shall be solely responsible for either correcting or eliminating such violations, or getting tenant to do the same. Owner shall be responsible to notify the Association of any rental of Homes within 10 days of occupancy by any renter, tenant or such occupant.

**4.7 Animals.** No animals, livestock or poultry of any kind shall be raised, bred, kept or permitted within any Lot other than a reasonable number of domestic household pets which are not kept, bred or raised for commercial purposes and which are reasonably controlled so as not to be a nuisance. Any inconvenience, damage or unpleasantness caused by such pets, including noise, shall be the responsibility of the respective Owners thereof. No dogs shall be permitted to roam the Property unattended, and all dogs shall be kept on a leash while outside a Lot. An Owner may be required to remove a pet from the property upon the receipt of the third notice in writing from the Association Board of Directors of violation of any rule, regulation or

restriction governmental pets within the Property. A "reasonable number of domestic household pets" and the definition of "domestic household pets" shall be subject to rules adopted and approved by the Board in its sole discretion

**4.8 Nuisance.** No noxious, harmful or offensive activities shall be carried on upon any Lot or Common Area, nor shall anything be done or placed on any Lot or Common Area which interferes with or jeopardizes the enjoyment, or which is a source of annoyance to the other Owners or Occupants.

**4.9 Firearms and Explosives.** The discharge of firearms or other types of explosives, except fireworks, within the Property is prohibited. The term "firearms" includes "BB" guns, pellet guns and other firearms of all types, regardless of size.

**4.10 Parking.**

(a) Parking is allowed on areas paved by asphalt or concrete only. Parking shall only be in garages or driveways if no portion of the vehicle overhangs the street, sidewalks, or pathways. The parking of vehicles is prohibited within the Property if posted, marked "No Parking," or if curbs are painted to restrict parking. Any car parked illegally will be towed and reclamation will be at the Owner's expense without recourse to the Association or the managing Agent.

(b) Non-commercial passenger vehicles under 10,000 lbs. such as cars, trucks, SUVs, and motorcycles licensed to be ridden on public streets may park in public view as allowed in 4.10(a). Campers, boats, boat trailers, utility trailers, recreational vehicles, watercraft, commercial vehicles, or other types of non-passenger vehicles, equipment, implements, or accessories may be stored or kept within an enclosed garage, or on the side of the Home, provided that it is fully screened from view by a screening structure or fencing approved by the ARC.

(c) Campers, boats, boat trailers, utility trailers, recreational vehicles, watercraft, commercial vehicles, or other types of non-passenger vehicles, equipment, implements, or accessories may be temporarily kept on the private streets within the Property or on a paved driveway located on a Lot for a period not to exceed forty-eight (48) hours and only for the purposes of cleaning, preparation for use and unloading.

**4.11 Vehicles in Disrepair.** No Owner shall permit any vehicle, which is not currently licensed or is in an extreme state of disrepair to be abandoned or to remain parked upon any Lot for a period neither in excess of forty-eight (48) hours, nor on a Common Area for any length of time. A vehicle shall be deemed in an "extreme state of disrepair" when the Board of Directors reasonably determines that its presence offends the Owners and Occupants. Should any Owner fail to remove such vehicle within five (5) days following the date on which the notice is mailed to him/her by the Association, the Association may have

the vehicle removed from the Property and charge the expense of such removal to the Owner. All oil or grease on roadways or driveways shall be cleaned up immediately by Owner.

**4.12 Maintenance or Repair of Vehicles.** Any maintenance or repair of vehicles or other machinery or equipment must take place entirely within the enclosed garage of an Owner.

**4.13 Signs.** Plastic artwork of any kind to be placed in public view must be approved by the Architectural Review Committee. All signs must comply with local applicable sign ordinances. No sign, banner or billboard of any kind may be kept or placed on any Lot or mounted, painted or attached to any Home, fence or other improvement so as to be visible from public view in the Subdivision or adjacent public street or carried by any person or by any other means displayed within the Subdivision except as provided below:

(a) "For Sale" signs: An Owner may erect one (1) sign not exceeding two (2) feet by three (3) feet in dimension, fastened only to a stake in the ground and extending not more than three (3) feet above the surface of the ground advertising the property for sale.

(b) "For Rent" signs: An Owner may erect one (1) sign not exceeding three (3) square feet in area advertising the property for rent. Such signs shall be visible from the front of the Home only, and shall be displayed from within the Home. No such sign shall be erected within a lawn or landscape area on any Lot, or attached to the outside of the Home.

(c) Political signs: Political signs may be erected upon a Lot by the Owner of such Lot advocating the election of one or more political candidates or the sponsorship of a political party, issue or proposal provided that such signs shall not be erected more than ninety (90) days in advance of the election to which they pertain and are removed within fifteen (15) days after the election.

(d) Flags: The foregoing restrictions shall not be deemed to prohibit the display of the flag of the United States by an Owner or occupant of a Lot if the flag is displayed in a manner consistent with federal flag display law, 4 U.S.C. § 1 et seq. and RCW 64.90.510.

(e) Declarant Signs: Signs, banners, flags, monuments, and billboards may be erected by the Declarant and are exempt from the provisions of this Section 4.13.

(f) Approved Builder Signs: An Approved Builder may erect signs and banners on any Lot or Home owned by the Approved Builder if such signs and/or banners are erected for the purpose of marketing and selling Homes constructed by the Builder on Lots owned by the Builder, subject to rules and restrictions established by Declarant and/or the Association from time to time. An Approved Builder may also erect signs and/or banners on the Common Areas to market and sell Homes constructed by the Approved Builder on Lots owned by the Approved Builder, provided that Declarant authorizes in writing (in Declarant's sole discretion) the erection of each such sign and/or banners on the Common Areas.

**4.14 Rubbish and Trash.** No Lot or part of the Common Area shall be used as a dumping ground for trash or rubbish of any kind. All garbage and other waste shall be kept in appropriate containers for timely and proper disposal, out of public view. Yard rakings, dirt and other material resulting from landscaping work shall not be dumped onto streets, the Common Areas or any other Lots. Should any Owner fail to remove any trash, rubbish, garbage, yard rakings or any such materials from any Lot, any roadways or Common Area where deposited by him/her within five (5) days following the date on which notice is mailed to him/her by the Board of Directors, the Association may have such materials removed and charge the expense of such removal to the Owner. Each Owner is responsible for trash disposal, and shall remove individual trash containers within 12 hours of collection. No trash and/or storage containers shall be visible from any adjacent street or neighboring Lot, and shall not be allowed to emit any odors or attract insects or rodents.

**4.15 Fences and Hedges** Any fencing installed on Owner's Lots either by Owner, or by a Builder or the Declarant, will be the responsibility of the Owner to maintain, and shall be maintained in a condition acceptable to the Board and the ARC. All fencing shall be cedar, 3-piece cap, three-rail, with at least one coat of oil stain (i.e. Olympic, semi-transparent Walnut (708) or equivalent) applied before or at the time of installation. All side yard fencing shall be 6 feet and shall not extend closer to the front of the yard than the leading edge of the Home constructed or to be constructed on such Lot. All rear fencing shall be 6 feet tall. No front yard fencing is allowed. Hedges or other solid screen planting may be used as lot line barriers as permitted by the ARC. Notwithstanding the foregoing, all fences shall comply with any and all ordinances of the governmental authority. No fencing shall be installed on any Common Area, except by the Declarant or the Association. And, any fencing located on the Common Areas will be maintained by the Association.

**4.16 Service Facilities: Utilities.** Service facilities (e.g. garbage containers, clotheslines, air conditioning compressors, etc.) shall be screened such that the elements screened are not visible at any time from the street or a neighboring home. The exterior location of any heating and air conditioning compressors or heat pumps shall be approved in advance by the ARC. Said locations must take into consideration the noise and view from adjacent Homes. No window air-conditioning or heating units are allowed. No overhead wire, service drop or other facility for the distribution of electric energy or for telecommunication purposes, nor any pole, tower, or other structure supporting outdoor overhead wires shall be erected, placed or maintained within the Property. All Owners of Lots, their heirs, successors and assigns shall use underground service wires to connect their premises and the structure built thereon to the underground electric, telephone, utility or cable television facilities provided, except as mandated by local jurisdictions or public utility companies. All utility lines shall be maintained, repaired and replaced by the Owner of each Lot, or all Owners individually and/or collectively at their sole expense. The Association is not responsible for the maintenance of any utility, cable TV, or phone services of facilities.

**4.17 Antennas, Satellite Dishes.** No Owner may erect or maintain a television or radio receiving or transmitting antenna, satellite dish or similar implement or apparatus, or equipment upon any Lot without the prior written consent of the ARC. Placement shall be restricted to building surfaces not considered part of the front plane of the residence. No installations shall be lower than the first level ceiling height. The preferred location shall be the barge rafter or gabled ends of any Home. Exterior satellite dishes with a surface diameter of eighteen (18) inches or less may be placed on any Lot so long as they are not visible from the street and are screened from all neighboring Homes. Approved installation locations shall in no way violate current FCC rules or regulations concerning said installation locations. The authority of the ARC in this matter shall be subject to any regulations issued by the Federal Communications Commission ("FCC") or any other applicable governmental authority.

**4.18 Window Treatments.** Aluminum foil, reflective film, newspapers or similar treatments shall not be placed on windows or glass doors.

**4.19 Exterior Lighting or Noisemaking Devices.** Except with the consent of the ARC, no exterior lighting or noisemaking devices shall be installed or maintained on any Lot, other than security and fire alarms. However, false alarms of security and fire systems will not be allowed to repeatedly occur. Seasonal holiday lighting and decorations are permissible if consistent with any applicable rules and regulations and if installed no more than thirty (30) days before the celebrated holiday, and removed within thirty (30) days after the celebrated holiday

**4.20 Mailboxes and Other Delivery Boxes.** Mailboxes shall be installed only in groups of boxes in accordance with the requirements of the United States Postal Service and applicable governmental authorities. Individual mailboxes are prohibited. Newspaper boxes and any other delivery boxes may not be installed unless first approved as to location and design by the Architectural Review Committee.

**4.21 Grades, Slopes, and Drainage.** There shall be no interference with the established drainage patterns or systems over or through any Lot within the Property so as to affect any other Lot or Common Area or any areas outside the Property unless adequate alternative provisions are made for proper drainage and are approved by the ARC. The term "established drainage" shall mean any wall, drainage swales, conduits, inlets and outlets designed and constructed on the Property.

**4.22 Damage or Destruction to Home and/or Lot.** If all, or any portion of a Lot or Home, is damaged by fire or other casualty the Owner shall restore the damaged improvements subject to the provisions of any applicable Owner-provided insurance policies. Restoration must be performed so that the improvements are in substantially the same condition in which they existed prior to the damage, subject to current governmental regulations, building codes, and provisions of Article 6 of this Declaration. The Owner must commence such work within sixty (60) days after the damage occurs and must complete the work within six (6) months thereafter



**4.23 Detached Buildings.** No permanent or removable detached accessory buildings, including, but not limited to, storage buildings, greenhouses, children's playhouses and similar structures, shall be built without the prior written consent of the ARC. No such buildings shall be used as additional living space and none shall contain any plumbing.

**4.24 Owner's Maintenance Obligations.** All improvements upon any Lot, not maintained by the Association, shall at all times be maintained by the Owner in a clean and attractive condition, painted and in good repair, and in such a fashion as not to create a hazard of any kind. Owners are responsible for all exterior maintenance as described in this Article IV. All work on such items is subject to ARC review and approval prior to commencement of work

**4.25 Right of Maintenance and Entry by Association.** If an Owner fails to perform maintenance and/or repair which he/she is obligated to perform pursuant to this Declaration for buildings or landscaping, and if the Board determines, after notice and a hearing (given pursuant to the provisions of the Bylaws), that such maintenance and/or repair is necessary to preserve the attractiveness, quality, nature and/or value of PROVINCE ESTATES, the Board may cause such maintenance and/or repair in connection therewith to be performed and may enter any such Lot whenever entry is necessary in connection with the performance of any maintenance or construction which the Board is authorized to undertake. Entry shall be made with as little inconvenience to an Owner as practicable and only after advance written notice of not less than forty-eight (48) hours, except in emergency situations. Such right of maintenance shall include, but not be limited to street trees, front, rear and side yards, and the exterior of buildings. All maintenance performed on behalf of Lot Owners shall be at the Owners expense

**4.26 Association Rules and Regulations.** The Board of Directors, from time to time, may adopt, modify or revoke Rules and Regulations governmental the conduct of persons and the operation or use of Lots and Common Areas, as it may deem necessary or appropriate in order to assure the peaceful and orderly use and enjoyment of the Property. A copy of any Rules and Regulations, upon adoption, amendment, modification or revocation thereof, shall be delivered by the Board of Directors promptly to each Owner and shall be binding upon all Owners and Occupants of all Lots upon the date of delivery or actual notice thereof. The method of adoption of such Rules and Regulations shall be provided in the Bylaws of the Association.

(a) All individuals, to include residents and their guests, may cause a fine to be levied against a visited subject property for traffic infractions within the Property and/or on the private street. Traffic infractions include violations of applicable law, ordinances and/or governmental documents and Association rules. The fine shall be the maximum approved by the Board per incident. The City of Camas, Clark County and Washington State vehicle driving regulations apply to the private street within PROVINCE ESTATES.

**4.27 Ordinances and Regulations.** The standards and restrictions of this Article 4 shall be the minimum required. To the extent the ordinances and regulations of the City of Camas are more restrictive, or provide for a higher or different standard, the ordinances and regulations of the City of Camas shall prevail.

**4.28 Violation.** The Association may impose a fine, charge or penalty for any violation of this Declaration, the Bylaws and Rules and Regulations after reasonable notice of the violation and a reasonable opportunity for a hearing. Additionally, the Association may seek injunctions or other equitable relief or may file an action for money damages owing from such violations.

**4.29 Security.** The Association is not responsible for security of the neighborhood or any Homes. The Owners are exclusively responsible for security of their Home and Property. **Neither the Association, any managing agent retained by the Association, Declarant, nor any successor Declarant shall in any way be considered insurers or guarantors of security within the Property, nor shall any of them be held liable for any loss or damage by reason of failure to provide adequate security, or of ineffectiveness of security measures undertaken. No representation or warranty is made that any fire protection system, burglar alarm system or other security system or measures cannot be compromised or circumvented, nor that any such systems or security measures undertaken will in all cases prevent loss or provide the detection or protection for which the system is designed or intended. Each Owner acknowledges, understands and covenants to inform its tenants that the Association, its Board of Directors and committees, any managing agent retained by the Association, Declarant, and any successor Declarant are not insurers and that each person using the Property assumes all risks for loss or damage to persons, to property and to the contents of Lots and Homes resulting from acts of third parties and releases such parties from any liability therefore.**

**4.30 ARC Guidelines.** Notwithstanding anything which may be to the contrary herein, all development, building and modification on any Lots, at any time, is subject to prior written approval of the ARC, including without limitation, structures, landscape (hard and soft scape), and materials. The ARC may elect to publish and distribute separate written guidelines for such items concurrent with the transfer to third parties and close of escrow. Such written guidelines are subject to change by the ARC upon written notice and delivery by ARC.

## **Article 5 Common Area**

**5.1 Use of Common Areas.** Use of Common Areas is subject to the provisions of the Declaration, Bylaws, Articles and Rules and Regulations promulgated by the Board of Directors. There shall be no use of the Common Area except by Owners and their invitees. There shall be no obstruction of any part of the Common Area. Nothing shall be stored or kept in the Common Area without the prior written consent of the Board of Directors. No alterations or additions to the Common Area shall be permitted without the prior written approval by the Board of Directors. Any work so authorized by the Association's Board of Directors shall be considered a temporary easement over the Common Area. Nothing shall be stored or kept in the Homes or Common Area, which will increase the rate of insurance on the Common Area, or other Association insurance,

without the prior written consent of the Board. At the Owner's sole expense, written approval from the Association's insurance carrier for such work in the Common Area must be obtained. If there are any insurance settlement claims or condemnation awards paid to the Association, a portion of the entire proceeds may be directed to the Lot Owner for said improvements. No motorized vehicles, tents, parking or fires are allowed on the Common Areas.

**5.2 Maintenance of Common Area.** The Association shall be responsible for maintenance, repair, replacement, and upkeep of the Common Area, including, but not by way of limitation, all storm water and drainage systems, landscaping and open space Tracts, irrigation systems, benches, common area lighting, fencing, pathways, entry gates and structures, roads, signs, and any other improvements that may be included in Common Area and as may be more specifically set forth on the Plat. Street lighting will be maintained by the Association pursuant to Section 3.4(m). The Association shall keep the Common Area and improvements thereon in good condition and repair, provide for all necessary services and cause all acts to be done which may be necessary or proper to assure the maintenance of the Common Area in first class condition.

**5.3 Alterations to Common Area.** Only the Association shall construct, reconstruct, or alter any improvement situated upon the Common Area. A proposal for any construction of or alteration, maintenance or repair to an improvement may be made at any meeting. A proposal may be adopted by the Board, subject to the limitations contained in the Bylaws and this Declaration.

**5.4 Funding.** Expenditures for alterations, maintenance or repairs to an existing capital improvement for which a reserve has been collected shall be made from the reserve account. Pursuant to Section 10.7 below, the Board may levy a special assessment to fund any construction, alteration, repair or maintenance of an improvement (or any other portions of the Common Area) for which no reserve has been collected or for which the reserve account is insufficient to cover the cost of the proposed improvement.

**5.5 Landscaping.** The Association shall be responsible for all landscaping located in any Common Area properties, as provided in Section 3.4 (g). All landscaping on any portion of the Common Area shall be maintained and cared for in a manner consistent with the standard of design and quality as originally established by Declarant or the ARC.

**5.6 Condemnation of Common Area.** If all or any portion of the Common Area is taken for any public or quasi-public use under any statute, by right of eminent domain or by purchase in lieu of eminent domain, the entire award shall be received by and expended by the Board of Directors in a manner which in their discretion is in the best interest of the Association. The Association shall represent the interest of all Owners in any negotiations, suit or action or settlement in connection with such matters.

**5.7 Damage or Destruction of Common Area.** In the event any Common Area is damaged or destroyed by an Owner or any of his/her Occupants, guests, tenants, licensees, agents or members of his/her family in a manner that would subject such Owner to liability

for such damage under RCW Chapter 64.90, such Owner does hereby authorize the Association to repair such damage. The Association shall repair the damage and restore the area in workmanlike manner as originally constituted or as may be modified or altered subsequently by the Association in the discretion of the Board of Directors. The reasonable cost necessary for such repairs shall become a special assessment upon the Lot of the Owner who caused or is responsible for such damage.

## **Article 6** **Architectural Review Committee**

**6.1 Architectural Review.** No improvement shall be commenced, erected, placed or altered on any Lot until the construction plans and specifications showing the nature, shape, heights, materials, colors, and proposed location of the improvement have been submitted to and approved in writing by the ARC. It is the intent and purpose of this Declaration to assure quality of workmanship and materials and to assure harmony of exterior design with the existing improvements and landscaping.

**6.2 Duties.** The ARC shall consider and act upon the proposals and/or plans submitted pursuant to this Article. The ARC, from time to time and at its sole discretion, may adopt architectural rules, regulations and guidelines, including a reasonable fee for its review of plans submitted by an Owner ("Architectural Standards"). The Architectural Standards shall interpret and implement the provisions of this Declaration for architectural review and guidelines for architectural design, placement of buildings, color schemes, exterior finishes and materials and similar features which may be used within the Property.

**6.3 Architectural Review Committee - Appointment and Removal.** The ARC shall consist of no fewer than three (3) members and no more than five (5) members, as the Board may appoint from time to time. The Declarant reserves the right to appoint all members of the ARC and all replacements thereto until turnover. The Declarant may appoint a single person to serve as the ARC. After turnover, the Declarant shall delegate the right to appoint and remove members of the ARC to the Board of Directors. The terms of office for each member of the ARC shall be for one (1) year unless lengthened by the Board at the time of appointment or unless the Board serves as the ARC in which event the terms of the ARC members shall be the same as their terms as Board members. The Board may appoint any or all of its members for the ARC and there should be no requirement for non-Board members on the ARC.

**6.4 Applications and Proposals.** All plans and specifications for approval by the Architectural Review Committee must be submitted at least thirty (30) working days prior to the proposed construction starting date. An Owner may submit a written request for a meeting for purposes of reviewing its plans and specifications with the ARC.

**6.5 Majority Action.** Except as otherwise provided in this Declaration, a majority of the members of the ARC shall have the power to act on behalf of the ARC, without the necessity of a meeting and without the necessity of consulting the remaining member of the ARC. The

ARC may render its decision only by written instrument setting forth the action taken by the members consenting thereto

**6.6 ARC Discretion.** The ARC may, at its sole discretion, withhold consent to any proposed work if the ARC finds the proposed work would be inappropriate for the particular Lot or incompatible with the design standards that the ARC intends for PROVINCE ESTATES. Consideration such as siting, shape, size, color, design, height, solar access, or other effect on the enjoyment of other Lots, and any other factors which the ARC reasonably believe to be relevant, may be taken into consideration by the ARC in determining whether or not to consent to any proposed work.

**6.7 ARC Decision.** The ARC shall render its approval or denial decision, with respect to the construction proposal, within thirty (30) working days after it has received all material required by it, with respect to the application. All decisions shall be in writing. In the event the ARC fails to render its decision of approval or denial in writing within sixty (60) days of receiving all material required by it with respect to the proposal, the application shall be deemed approved. Approval by the ARC does not imply government approval, which is solely the responsibility of the Owner, as addressed in Section 6.15(b) below.

**6.8 Non-waiver.** Consent by the ARC to any matter proposed to it, or within its jurisdiction, shall not be deemed to constitute a precedent or waiver impairing the ARC's right to withhold approval as to any similar matter thereafter proposed or submitted to it, for consent.

**6.9 Effective Period of Consent.** The ARC's consent to any proposed work shall automatically be revoked twelve (12) months after issuance, unless construction of the work has been commenced, or the Owner has applied for, and received an extension of time from the ARC

**6.10 Determination of Compliance.** The ARC shall inspect, from time to time, all work performed and determine whether it is in substantial compliance with the approval granted.

**6.11 Notice of Non-compliance.** If the ARC finds that the work was not performed in substantial conformance with the approval granted, or if the ARC finds that the approval required was not obtained, the ARC shall notify the Owner, in writing, of the noncompliance. The notice shall specify the particulars of any noncompliance, and shall require the Owner to take the necessary action to bring the work into compliance with the approved project.

**6.12 Non-compliance Hearing.** After receiving notice, should the Owner fail to diligently commence to remedy such non-compliance, in accordance with the provisions of the notice of non-compliance referenced in Section 6.12 above, then at the expiration of the third (3<sup>rd</sup>) day from the date of such notification, the ARC shall provide a notice of a hearing to consider the Owner's continuing non-compliance. The hearing shall be set not more than thirty (30) days from the date of the notice of non-compliance. At the hearing, if the ARC finds that there is no valid reason for the continuing non-compliance, the ARC shall determine the estimated costs of correcting it. The ARC shall then require the Owner to remedy or remove the

same within a period of not more than ten (10) days from the date of the ARC's determination. If the Owner does not comply with the ARC's ruling within such period or within any extension of such period as the ARC, at its discretion, may grant, the Association may remove the non-complying improvement; remedy the non-compliance; or file suit to compel compliance. The costs of such action shall be assessed against the Owner and his/her Lot, including all attorneys' fees and other costs expended and incurred to enforce compliance, before suit or action is filed and at trial or on any appeal or review therefrom.

**6.13 Estoppel Certificate.** Within fifteen (15) working days after written request is delivered to the ARC by an Owner, and upon payment to the ARC of a reasonable fee fixed by the ARC to cover costs, the ARC shall provide such Owner with a certificate executed by the Chairman of the ARC, and acknowledged, certifying with respect to any Lot owned by the Owner, that as of the date thereof either (a) all improvements made or done upon or within such Lot by the Owner comply with this Declaration or any Rules and Regulations either promulgated by the Board or the ARC; or (b) such improvements do not so comply, in which event, the certificate shall also identify the non-complying improvements and set forth with particularity the nature of such noncompliance. The Owner, his/her heirs, devisees, successors and assigns shall be entitled to rely on the certificate with respect to the matters set forth. The certificate shall be conclusive as between the Declarant, the ARC, the Association and all Owners, and all such persons deriving an interest through any of them.

**6.14 ARC Limitations.**

(a) Common Area Considerations. The ARC will only have authority to make decisions related to the Lots and not the Common Area. Any architectural or design considerations on the Common Area will be solely within the power of the Board of Directors. Construction by the Declarant is presumed to have been approved and is thereby exempt from this review. In all cases, which the ARC consent is required by this Declaration, the provision of this Article shall apply. The ARC and the Board of Directors are hereby granted an easement over the Lots to enable the ARC to carry out its designated functions.

(b) Municipal Regulations. The ARC is not responsible for determining compliance with structural and building codes, solar ordinances, zoning codes or other governmental regulations, all of which are the responsibility of the Lot Owners.

(c) Defect Liability. PLANS AND SPECIFICATIONS ARE NOT APPROVED FOR ENGINEERING, STRUCTURAL DESIGN OR QUALITY OF MATERIALS, AND BY APPROVING SUCH PLANS AND SPECIFICATIONS NEITHER THE ARC, THE BOARD OF DIRECTORS, THE MEMBERS, THE MANAGING AGENT, NOR THE ASSOCIATION ASSUMES LIABILITY OR RESPONSIBILITY FOR THESE MATTERS, NOR FOR ANY DEFECT IN ANY STRUCTURE CONSTRUCTED FROM SUCH PLANS AND SPECIFICATIONS. OWNER IS SOLELY RESPONSIBLE FOR ALL IMPROVEMENTS, PERMITS AND COSTS OF SAID WORK.

(d) General Liability. Neither the ARC, the Board, their agents, nor any member thereof shall be liable to any Owner, Occupant, or builder for any damage, loss or prejudice suffered or claimed, or claimed to be suffered, arising from any action by the ARC or a member thereof, or failure of the ARC or a member thereof, provided only that the member has acted in good faith in accordance with the actual knowledge possessed by him.

**Article 7**  
**Homeowners Association**

**7.1 Association Powers.** The Association shall be a non-profit, mutual benefit corporation or limited liability company established under the Washington Statutes and have all the powers granted to it by said Statutes, including RCW 64.90.405.

**7.2 Members.** Each Owner shall be a mandatory member of the Association. Membership in the Association shall be appurtenant to, and may not be separated from, ownership of any Lot. Transfer of ownership of a Lot automatically transfers membership in the Association. Without any other act or acknowledgement, Occupants and Owners shall be governed and controlled by this Declaration, the Bylaws, the Articles of Incorporation, and any Rules, Regulations or amendments thereof

**7.3 Proxy.** Each Owner may cast his/her vote in person, pursuant to a proxy executed by the Owner, or by written ballot. An Owner may not revoke a proxy given pursuant to this section except by actual notice or revocation to the person presiding over a meeting of the Association. A proxy shall not be valid if it is undated or purports to be revocable without notice. A proxy shall terminate one (1) year after its date, unless the proxy specifies a shorter term.

**7.4 Procedure.** All meetings of the Association, the Board of Directors, the ARC, and Association committees shall be conducted with such rules of order as may from time to time be adopted by the Board of Directors. Notwithstanding which rule of order is adopted, the chairman shall be entitled to vote on all matters, not merely to break a tie vote. A tie vote does not constitute a majority or approval of any motion or resolution.

**7.5 Contracts Entered Into by Declarant or Before Turnover Meeting.** Notwithstanding any other provision of this Declaration, any management contracts, service contracts or employment contracts, entered into by Declarant or the Board of Directors, on behalf of the Association before the Turnover Meeting shall have a term of not more than three (3) years. In addition, any such contract shall provide that it may be terminated without cause or penalty by the Association or Board of Directors upon not less than thirty (30) days' notice to the other party given not later than sixty (60) days after the Turnover Meeting

**Article 8**  
**Declarant's Rights**

**8.1 Interim Board and Officers.** The Declarant hereby reserves administrative control of the Association. The Declarant, in its sole discretion, shall have the right to appoint and remove members of the Interim or "first" Board of Directors, which shall manage the affairs of the Association, and which shall be vested with all powers and rights of the Board of Directors. The Interim Board shall consist of one to three members.

**8.2 Turnover Meeting.** Pursuant to RCW 64.90.415, the Declarant control shall terminate and Declarant shall call a meeting for the purpose of turning over administrative control of the Association from the Declarant to the Owners:

(a) As required by RCW 64.90.415. Within the timelines and in compliance with all provisions of RCW 64.90.415; or

(b) Declarant's Earlier Election. At such earlier time as Declarant may elect in writing.

The Declarant shall give notice of the meeting to each Owner as required by RCW 64.90.415 and RCW 64.90.445(1)(c). If the Declarant does not call the meeting required under this Section, any Owner may do so. At the transition meeting, the Board elected by the Lot Owners must be elected in accordance with RCW 64.90.410(2). There is no quorum requirement for the turnover meeting.

**8.3 Board of Directors.** At and following Turnover Meeting, the Board of Directors of the Association shall be comprised of three (3) directors. The Directors elected at the Turnover Meeting shall serve for terms as specified in Article 4 of the Bylaws.

**Article 9**  
**Declarant's Special Rights**

**9.1 General.** Declarant is undertaking the work of developing Lots and other improvements within PROVINCE ESTATES. The completion of the development work and the marketing and sale of the Lots is essential to the establishment and welfare of the Property as a residential community. Until the Homes on all Lots on the Property have been constructed, fully completed and sold, with respect to any Common Areas and each Lot on the Property, the Declarant shall have the special rights set forth in this Article 9.

**9.2 Marketing Rights.** Declarant or assignees shall have the right to maintain a sales office and model on one or more of the Lots which the Declarant may or may not own, to be staffed by the employees of the Declarant or any licensed real estate sales agents. The Declarant and prospective purchasers and their agents shall have the right to use and occupy the sales office



and models during reasonable hours any day of the week. The Declarant may maintain a reasonable number of "For Sale" signs at reasonable locations of the Property, including, without limitation, the Common Area.

**9.3 Declarant's Easements.** The Declarant has reserved easements over the Property as more fully described in Article 3.4, Sections (c) and (d) hereof.

**9.4 Appearance and Design of PROVINCE ESTATES.** Declarant shall not be prevented from changing the exterior appearance of any Common Area, including the landscaping or any other matter directly or indirectly connected with project in any manner deemed desirable by Declarant, provided that the Declarant obtains governmental consents required by law. The construction and material standards of Article 4 notwithstanding, Declarant or licensed and insured builders may change exterior designs of Homes and Lots from initial plans and provisions in this document, without notice. This may include designs, colors, and type of materials, provided Declarant or Approved Builders obtain any necessary governmental consent.

**9.5 Construction by Declarant or Licensed and Insured Builders.** All construction by Declarant or licensed and insured builders is presumed to have been approved by the ARC and to meet any Design Guidelines of the Association.

## **Article 10 Funds and Assessments**

**10.1 Purpose of Assessment.** The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety, and welfare of the Owners and occupants, and for the improvement, operation and maintenance of the Common Area owned by the Association, including maintenance and administrative costs and insurance for the Association.

(a) General Common Expense Designations. Common Expenses of the nature described in Section 10.1 which are to be, or are, incurred by the Association for the benefit of all of the Owners of Lots within the Property and shall be separately budgeted for allocation among all such Owners and shall be designated "General Common Expenses."

(b) Limited Common Expense Designations. "Limited Common Expenses" for expenditures which are to be, or are, incurred and benefitting Lots 12-33, which are the Lots behind the gate separating Province Drive and Provide Court. Limited Common Expenses will be paid by the Owners of Lots 12-33, in addition to General Common Expenses and shall include, without limitation, repair & maintenance Province Court, signage, lighting & gate all electricity related thereto.

**10.2 Covenants to Pay.** Declarant, on behalf of each and every subsequent Owner of any Lot, covenants and agrees that each Lot will pay the Association the assessments and any additional charges levied pursuant to this Article 10.

(a) **Funds Held.** The assessments collected by the Association shall be held by the Association for, and on behalf of, each Owner and shall be used solely for the operation, care and maintenance of PROVINCE ESTATES as provided for in this Declaration. Upon the sale or transfer of any Lot, the Owner's interest in the funds shall be deemed automatically transferred to the successor in interest of such Owner, and is not refundable.

**10.3 Basis of Assessments and Commencement of Assessments.** Upon the conveyance of the first Lot to an Owner other than Declarant, a successor Declarant or an Approved Builder, assessments are to be levied against all Lots, in accordance with their allocated interests for common expense liabilities. Assessments for General Common Expenses, Limited Common Expenses, and those specially allocated expenses that are subject to inclusion in a budget must be made at least annually based on a budget adopted at least annually by the association in the manner provided in RCW 64.90.525.

**10.4 Initial Assessment upon Close of Escrow.** Concurrent with Declarant's transfer of a Lots 12-33 to an Owner, other than Declarant or Declarant's successor, the Lot Owner shall pay to the Association the sum of \$500.00 as an Initial assessment. And, Lots 1-11 and 34-40 shall pay to the Association the sum of \$350.00 as an Initial assessment. These Initial assessments shall be in addition to any Annual or Special Assessments set forth herein.

**10.5 Annual Assessments.** Annual assessments for each fiscal year shall be established when the Board approves the budget for that fiscal year. Annual assessments shall be levied on a fiscal year basis. The fiscal year shall be the calendar year. Unless otherwise specified by the Board, annual assessments shall be due and payable in monthly installments on the first day of each month during the term of this Declaration.

**10.6 Budget.** Regardless of the number of Members or the amount of assets of the Association, each year the Board shall prepare, approve and make available to each Member a pro forma operating statement (budget) containing: (a) The projected income to the association by category; (b) The projected Common Expenses and those specially allocated expenses that are subject to being budgeted, both by category; (c) The amount of the assessments per Lot and the date the assessments are due; (d) The current amount of regular assessments budgeted for contribution to the reserve account; (e) A statement of whether the association has a reserve study that meets the requirements of RCW 64.90.550 and, if so, the extent to which the budget meets or deviates from the recommendations of that reserve study; and (f) The current deficiency or surplus in reserve funding expressed on a per unit basis.

The Board shall annually distribute a copy of the budget to each Member, together with written notice of the amount of the annual assessments to be levied against the Owner's Lot, pursuant to Section 6.1(c) of the Bylaws, within thirty days after adoption of any proposed

budget, and at such time the Board shall set a date for a meeting of the Lot Owners to consider ratification of the budget not less than fourteen nor more than fifty days after providing the budget. Unless at that meeting the Lot Owners of Lots to which a majority of the votes in the association are allocated or any Lot Owners percentage specified in the declaration reject the budget, the budget and the assessments against the Lots included in the budget are ratified, whether or not a quorum is present. If the proposed budget is rejected or the required notice is not given, the periodic budget last ratified by the Lot Owners continues until the Lot Owners ratify a subsequent budget proposed by the Board. The assessments in the budget are to be collected at intervals, as determined by the Board of Directors, and may include both operating

**10.7 Reserve Funds.**

(a) Reserve Fund for Replacing Common Elements. At all times the Declarant and the Association shall comply with the provisions of RCW 64.90.535, RCW 64.90.540, RCW 64.90.545, RCW 64.90.550, RCW 64.90.555 and RCW 64.90.560 with respect to reserve accounts and reserve funds. Declarant shall establish a reserve fund in the name of the Association for replacement, in whole or in part, of any completed improvements located in, on, or under the Common Area, or Lots, for which the Association is responsible pursuant to this Declaration or as required by the Bylaws ("Reserve Fund"). The Reserve Fund need not include those items that could reasonably be funded from the maintenance fund or operating assessments, or for which one or more Owners are responsible for maintenance and replacement under the provisions of this Declaration or the Bylaws. The Reserve Fund shall be kept separate from other funds and may be used only for the purposes for which reserves have been established as specified in this Section, although the Board may borrow funds with a specified repayment program.

Required Reserve Fund Assessments for completed improvements shall begin accruing from the date the first Lot assessed is conveyed. Declarant may elect to defer payment of the Reserve Fund Assessments due on Lots it owns until the date of the conveyance of the Lot to an Owner. However, the Declarant may not defer such payment beyond the date of the Turnover Meeting. The book and records of the Association shall reflect the amount owing from the Declarant for all Reserve Fund Assessments.

After the Turnover Meeting, the Board may borrow funds from the Reserve Fund to meet high seasonal demands on the regular operating funds or to meet other unexpected increases in expenses. Such funds borrowed from the Reserve Fund shall be repaid from regular annual or special assessments against the Lots, if the Board has adopted a resolution, which may be an annual, continuing resolution, authorizing the borrowing of funds. Not later than the adoption of the budget for the following year, the Board shall adopt by resolution a written payment plan providing for repayment of the borrowed funds within a reasonable period.

The Board may adjust the amount of the Reserve Fund Assessments as indicated by any reserve study or update, and provide for other reserve items that the Board, in its discretion, may deem

appropriate. In addition, after the second anniversary of the turnover meeting, the Association may elect to reduce or increase future Reserve Fund Assessments by a 75% vote of the Owners.

Any funds established for any of the purposes mentioned in this Section shall be deemed to be within the Reserve Fund notwithstanding that it may not be so designated by the Board of Directors. The amount of the Reserve Fund shall constitute an asset of the Association and shall not be refunded or distributed to any Owner.

(b) Reserve Study and Maintenance Plan. The Board of Directors may, if required, conduct a reserve study no less than every three (3) years, but shall annually review and update an existing study, of any Association owned Common Area components to determine the requirements of the reserve fund described in Section 10.6(a) above. The reserve study shall include (a) identification of all items for which reserves are required to be established; (b) the estimated remaining useful life of each item as of the date of the reserve study; (c) the estimated cost of maintenance, repair, or replacement of each item at the end of its useful life; and (d) a thirty (30) year plan with regular and adequate contributions, adjusted by estimated inflation and interest earned on the reserve fund, to meet the maintenance, repair, and replacement schedule.

Annually, in concurrence with the reserve study review, the Board shall also review and update, as necessary, an Association maintenance plan to reflect, at a minimum, recent maintenance that has taken place, changes in the physical status of a reserve component, or the addition of a physical component that has come to the Board's attention.

**10.8 Special Assessments.** The Board of Directors shall have the power to levy special assessments against an Owner or all Owners in the following manner for the following purposes:

(a) Deficits in Operating Budget. To correct a deficit in the operating budget, by vote of a majority of the Board;

(b) Breach of Documents. To collect amounts due to the Association from an Owner for breach of the Owner's obligations under the Declaration, the Bylaws, or the Rules and Regulations, by vote of a majority of the Board. All provisions of this Section 10.8 (b) shall be interpreted by any applicable provisions of RCW Chapter 64.90, relative to the imposition of fines and penalties.

(c) Repairs. To make repairs or renovations to the Common Area if sufficient funds are not available from the operating budget or replacement reserve accounts by vote of a majority of the Board; or

(d) Capital Additions. To make capital acquisitions, additions or improvements, by vote of at least seventy-five percent (75%) of all votes allocated to the Lots. Any special assessments shall be owned solely by the Association regardless of their purpose and the individual Owners so assessed shall have no rights or interests in said funds.

## **10.9 Accounts.**

(a) Types of Accounts. Assessments collected by the Association will be deposited into at least two (2) separate accounts with a bank, which accounts shall be designated as (i) the Current Operating Account and (ii) the Reserve Account. Those portions of the assessments collected for current maintenance and operation levied under Section 10.4 will be in the Current Operating Account and those portions of the assessments collected as reserves for replacement and deferred maintenance of capital improvements into the Reserve Account. Special Assessments shall be deposited into one of the two accounts, whichever is deemed by the Board to be appropriate. Withdrawal of funds for the Association's Reserve Account shall require the signatures of two (2) Directors, or Board approval in the written minutes of the Association.

(b) Reserve Account. The Association shall pay out of the Reserve Account only those costs that are attributable to the maintenance, repair or replacement of capital improvements for which reserves have been collected and held. After the individual Lot Owners have assumed responsibility for administration of the planned community, the Board of Directors may borrow funds from the reserve account to meet high seasonal demands on the regular operating funds or to meet unexpected increases in expenses. Funds borrowed must be authorized by a resolution passed by the Board of Directors, which also outlines the manner of repayment from later assessments. Such resolution may be an annual continuing resolution, authorizing the borrowing of funds. Not later than the adoption of the budget for the following year, the Board shall adopt by resolution a written payment plan providing for repayment of the borrowed funds within a reasonable period.

(c) Current Operating Account. All ordinary maintenance and operating expenses shall be paid from the Current Operating Account.

## **10.10 Default in Payment of Assessments, Enforcement of Liens.**

(a) Personal Obligation. All assessments properly imposed under this Declaration or the Bylaws shall be the joint and several personal obligations of all Owners of the Lot to which such assessment pertains. In a voluntary conveyance (that is, one other than through foreclosure or a deed in lieu of foreclosure) the grantees shall be jointly and severally liable with the grantor(s) for all Association assessments imposed through the recording date of the instrument affecting the conveyance. Said provisions shall be in accordance with the provisions of RCW Chapter 64.90. A suit for a money judgment may be initiated by the Association to recover such assessments without either waiving or foreclosing the Association's lien.

(b) Application. All payments shall be applied first to delinquent assessments, then to collection costs, then to late charges, and then to interest.

(c) Association Lien. At any time any assessment (of any type provided for by this Declaration or the Bylaws) or installment thereof is delinquent, the Association, by and through its Board or any management agent, may file a notice of lien in the deed records of Clark County, Washington, against the Lot in respect to which the delinquency pertains. Once filed, such lien shall accumulate all future assessments or installments, interest, late fees, penalties, fines, attorneys' fees (whether or not suitor action is instituted) and other appropriate costs properly chargeable to an Owner by the Association, until such amounts are fully paid. The provisions regarding the attachment, notice, recordation and duration of liens established on real property under RCW Chapter 64.90, as the same may be amended, shall apply to the Association's lien. The lien shall be foreclosed in accordance with the provisions regarding the foreclosure of liens under Washington law. The lien of the Association shall be superior to all other liens and encumbrances except property taxes and assessments, any first mortgage, deed of trust or land sale contract recorded previously to the Association's notice of lien and any mortgage or deed of trust granted to an institutional lender which is recorded previously to the Association's notice of lien.

(d) Interest; Fines; Late Fees; Penalties. The Board in its reasonable discretion may from time to time adopt resolutions to set the rate of interest, and to impose late fees, fines and penalties on delinquent assessments or for violations of the provisions of this Declaration, the Bylaws, any Rules and Regulations, and any rules and regulations adopted by the ARC. The adoption of such impositions shall be communicated to all Owners in writing not less than thirty (30) days before the effective date by a notice mailed to the assessment billing addresses of such Owners. Such impositions shall be considered assessments which are lienable and collectible in the same manner as any other assessments. Provided, however, no fine or penalty for violation of this Declaration, the Bylaws or any Rules and Regulations (other than late fees, fines or interest arising from an Owner's failure to pay regular or special assessments) may be imposed against an Owner or his/her Lot until such Owner is given an opportunity for a hearing as provided in Section 4.28.

(e) Acceleration of Assessments. In the event an Owner is delinquent in payment of any assessment or installment on any assessment, the Association, upon not less than ten (10) days written notice to the Owner, may accelerate the due date of the full annual assessment for that fiscal year and all future installments of any special assessments.

(f) Association's Right to Rents/Receiver. In any foreclosure suit by the Association with respect to such lien, the Association shall be entitled to collect reasonable rent from the defaulting Owner for the use of his/her Lot or shall be entitled to the appointment of a Receiver. Any default by the Owner in any provisions of the Declaration or Bylaws shall be deemed to be a default by the Owner of any mortgage to which the Owner is party or to which the Lot is subject.

## **Article 11 Insurance**

**11.1 Types of Insurance.** For the benefit of the Association and the Owners, the Board of Directors shall obtain, maintain at all times, and pay for out of the Operations Fund, the types of insurance described in the Bylaws. Such policies shall be issued by reputable insurance companies, authorized to do business in the State of Washington. Such policies shall provide that the coverage there under cannot be canceled or substantially modified without at least 10 days written notice to the Association. The named insured on the policy shall read PROVINCE ESTATES Homeowners Association.

## **Article 12 General Provisions**

**12.1 Records.** As set forth in Article 6 of the Bylaws, the Board of Directors shall preserve and maintain all records required by RCW 64.90.495(1), including but not limited to, the minutes of the meetings of the Association, the Board and any committees. The Board of Directors shall also keep detailed and accurate financial records including individual assessment accounts of Owners, the balance sheet, and income and expense statements. Individual assessment accounts shall designate the name and address of the Owner or Owners of the Lot, the amount of each assessment as it becomes due, the amounts paid upon the account, and the balance due on the assessments. The minutes of the Association, the Board and committees, and the Association's financial records shall be reasonably available for review and copying by the Owners. A reasonable charge may be imposed by the Association or Agent for providing copies.

(a) Inspection by Members and Mortgagees. Subject to RCW 64.90.495(2), (3) and (4), this Declaration, the Bylaws, copies of rules and use restrictions, membership register, books of account, and minutes of meetings of the members of the Board of Directors and committees shall be made available for inspection and copying by any member of the Association or by the duly appointed representative of any member and by holders, insurers, or guarantors of any first Mortgage at any reasonable time and for a purpose reasonably related to such Person's interest as a member or holder, insurer, or guarantor of a first Mortgage at the office of the Association or at such other reasonable place as the Board of Directors shall prescribe.

(b) Rules for Inspection. The Board of Directors shall establish reasonable rules with respect to:

- Notice to be given to the custodian of the records;
- Hours and days of the week when such an inspection may be made; and
- Payment of the cost of reproducing copies of documents

(c) Inspection by Directors. Every director shall have the absolute right at any reasonable time to inspect all books, records, and documents of the Association and the physical properties owned or controlled by the Association. The right of inspection by a director includes the right to make extra copies of documents at the reasonable expense of the Association.

**12.2 Indemnification of Directors, Officers, Employees and Agents.** To the fullest extent allowed by applicable Washington law, the Association shall indemnify any Director, officer, employee or agent who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal administrative or investigative (other than an action by the Association) by reason of the fact that he/she is or was a Director, officer, employee or agent of the Association or is or was serving at the request of the Association as a Director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by said person in connection with such suit, action or proceeding if he/she acted in good faith and in a manner he/she reasonably believed to be in, or not opposed to, the best interest of the Association, and, with respect to any criminal action or proceedings, had no reasonable cause to believe his conduct was unlawful. The termination of any action, suit or proceeding by judgment, order, settlement, conviction, or with a plea of nolo contendere or its equivalent, shall not of itself create a presumption that a person did not act in good faith and in a manner which he/she reasonably believed to be in, or not opposed to, the best interest of the Association, and with respect to any criminal action or proceedings, had reasonable cause to believe his conduct was unlawful. Payment under this clause may be made during the pendency of such claim, action, suit or proceeding as and when incurred, subject only to the right of the Association to reimbursement of such payment from such person, should it be proven at a later time that such person had no right to such payments. All persons who are ultimately held liable for their actions on behalf of the Association as a Director, officer, employee or agent shall have a right of contribution over and against all other Directors, officers, employees or agents and members of the Association who participated with or benefited from the acts which created said liability.

**12.3 Enforcement; Attorneys' Fees.** The Association and the Owners within the Property or any mortgagee on any Lot shall have the right to enforce all of the covenants, conditions, restrictions, reservations, easements, liens and charges now or hereinafter imposed by any of the provisions of this Declaration as may pertain specifically to such parties or owners by any proceeding at law or in equity. Failure by either the Association or by any Owner or mortgagee to enforce any covenant, condition or restriction herein contained shall in no event be deemed a waiver of their right to do so thereafter.

**12.4 Agreements.** Subject to the prior approval of Declarant (so long as Declarant owns any property for development and/or sale in the Property) all agreements and determinations, including settlement agreements regarding litigation involving the Association, as fully authorized by the Board of Directors shall be binding upon all Owners, their heirs, legal representatives, successors, assigns, and others having an interest in the Property or the privilege of possession and enjoyment of any part of the Property.



**12.5 Implied Rights.** The Association may exercise any right or privilege given to it expressly by this Declaration, the Bylaws, the Articles of Incorporation, any use restriction or rule, and every other right or privilege reasonably implied by the existence of any right or privilege given to it therein, or reasonably necessary to effectuate any such right or privilege.

**12.6 Variances.** Notwithstanding anything to the contrary contained herein, the Board of Directors, or its designee, shall be authorized to grant individual variances from any of the provisions of this Declaration, the Bylaws and any rule, regulation or use restriction promulgated pursuant thereto, if it determines that waiver of application or enforcement of the provision in a particular case would not be inconsistent with the overall scheme of development for the Property

**12.7 Severability.** Invalidation of any one of these covenants, conditions or restrictions by judgment or court order shall not affect the other provisions hereof and the same shall remain in full force and effect.

**12.8 Duration.** The covenants, conditions and restrictions of this Declaration shall run with and bind the land for a term of thirty-five (35) years from the date of this Declaration being recorded, after which time they shall be automatically extended for successive periods of ten (10) years, unless rescinded by a vote of at least ninety percent (90%) of the Owners. However, amendments, which do not constitute rescission of the planned development, may be adopted as provided in Section 12.9 below. Additionally, any such rescission that affects the Common Area shall require the prior written consent of Clark County.

**12.9 Amendment.** Except as otherwise provided in the restrictions set forth elsewhere herein, this Declaration may be amended at any time by an instrument approved by not less than seventy-five percent (75%) of the total votes for all Lots subject to this Declaration. Any amendment must be executed, recorded and certified as provided by law, and a copy provided to all Owners of record within 30-days prior to the effective date of the amendment. Provided, however, that no amendment of this Declaration shall affect an amendment of the Bylaws or Articles without compliance with the provisions of such documents, and RCW Chapter 64.90. Provided further, so long as the Declarant own any Lot, no amendment affecting the general plan and development or any other right of the Declarant herein contained may be affected without the express written consent of the Declarant or its successors and assigns.

**12.10 Release of Right of Control.** The Declarant may give up their right of control in writing at any time by notice to the Association, subject to any applicable County Ordinance or State Law.

**12.11 Personal Pronouns.** All personal pronouns used in this Declaration, whether used in the masculine, feminine or neuter gender, shall include all other genders; the singular shall apply to the plural and vice versa.

**12.12 Unilateral Amendment by Declarant.** Upon thirty-day advance notice to Owners, the declarant may, without a vote of the unit owners or approval by the board, unilaterally adopt, execute, and record a corrective amendment or supplement to the governmental documents to correct a mathematical mistake, an inconsistency, or a scrivener's error, or clarify an ambiguity in the governmental documents with respect to an objectively verifiable fact including, without limitation, recalculating the undivided interest in the common elements, the liability for Common Expenses, or the number of votes in the Association appertaining to a Lot, within five (5) years after the recordation or adoption of the governmental document containing or creating the mistake, inconsistency, error, or ambiguity. Any such amendment or supplement may not materially reduce what the obligations of the declarant would have been if the mistake, inconsistency, error, or ambiguity had not occurred.

**12.13 Resolution of Document Conflicts.** In the event of a conflict among any of the provisions in the documents governmental PROVINCE ESTATES, such conflict shall be resolved by looking to the following documents in the order shown below:

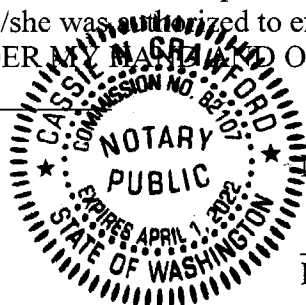
1. Plats
2. Declaration of Covenants, Conditions and Restrictions;
3. Articles of Incorporation;
4. Bylaws; and
5. Rules and Regulations.

IN WITNESS WHEREOF, the undersigned being the Declarant herein, has executed this instrument this 30 day of Oct. 2020.

By: [Signature]  
 Its: member

STATE OF WASHINGTON )  
 ) ss.  
 County of Clark )

On this 30 day of Oct. 2020, before me personally appeared Jason Thompson, to me known to be the member of Liberty Land Development; that he/she executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of such corporation, for the use and purposes therein mentioned, and on oath stated that he/she was ~~authorized~~ to execute said instrument.  
 GIVEN UNDER MY ~~OFFICIAL SEAL~~ OFFICIAL SEAL this 30th day of Oct 2020

  
Cassie H. Crawford  
 NOTARY PUBLIC in and for the State  
 of Washington  
Jane  
 Expiration: 4/1/22