

BY-LAWS
OF
THE LACAMAS SHORES HOMEOWNERS ASSOCIATION

ARTICLE I

NAME, LOCATION AND PRINCIPAL OFFICE

These are the By-Laws of the Lacamas Shores Homeowners Association, hereinafter referred to as the "Association". The principal office of the Association shall be located at 12000 East Mill Plain Boulevard, Vancouver, Washington.

ARTICLE II

DEFINITIONS

The following words when used in these By-Laws shall, unless the context otherwise prohibits, have the meanings set forth below:

- a. "Association" shall mean and refer to the Lacamas Shores Homeowners Association, a Washington non-profit corporation.
- b. "Developer" shall mean and refer to Vanport Manufacturing, an Oregon corporation, and its successors and assigns if such successors and assigns should acquire an undeveloped or developed but unsold portion of The Properties from the Developer for the purpose of development.
- c. "Declaration" shall mean and refer to the Declaration of Covenants, Conditions and Restrictions, and any Easements or Charges applicable to The Properties recorded among the land records in the Office of the County Auditor, Clark County, Washington.
- d. "The Properties" shall mean and refer to all those areas of land described in and subject to the Declaration.
- e. "Homesite" shall mean and refer to any plot of land intended and subdivided for residential uses shown on the subdivision map of The Properties but shall not include the Common Areas as herein defined. Homesite shall also mean and refer to all buildings of residential housing situated upon Homesite located on The Properties, including outbuildings and structures incidental to the residence.

and perform such duties as shall be determined from time to time by the Board.

Section 4. Term. The officers shall hold office for a period of one (1) year or until their successors are chosen and qualify in their stead. Any officer elected or appointed by the Board of Directors may be removed with or without cause, at any time, by the affirmative vote of a majority of the Board of Directors present at such meeting, provided prior notice was given to all Board members that this item was on the agenda for such meeting. If the office of any officer becomes vacant for any reason, the vacancy shall be filled by the Board of Directors.

Section 5. The President. The President shall be the chief executive officer of the Association. He shall preside at all meetings of the Association Members and the Board of Directors, shall be an ex-officio member of all standing committees, shall have general and active management of the business of the Association, shall see that all orders and resolutions of the Board are carried into effect, and shall have such other powers and duties as are usually vested in the office of President of a corporation organized under the Non-profit Corporation Law of the State of Washington.

Section 6. The Vice President. The Vice President shall take the place of the President and perform his duties whenever the President shall be absent or unable to act and shall have such other powers and duties as are usually vested in the office of Vice President of a corporation organized under the Non-profit Corporation Law of the State of Washington.

Section 7. The Secretary. The Secretary and/or Assistant Secretary shall attend all sessions of the Board and all meetings of Association Members and record all votes and the minutes of all proceedings in a book to be kept for that purpose and shall perform like duties for the standing committees when required. He shall give, or cause to be given, notice of all meetings of Association Members and special meetings of the Board of Directors, and shall perform such other duties as may be prescribed by the Board of Directors or by the President, under whose supervision he shall be.

Section 8. The Treasurer. The Treasurer shall have the custody of the Association funds and securities and shall keep full and accurate chronological accounts of receipts and disbursements in books belonging to the Association including the vouchers for such disbursements, and shall deposit all monies and other valuable effects in the name and to the credit of the Association in such depositories as may be designated by the Board of Directors. The Treasurer shall disburse the funds of the Association as he may be ordered by the Board, making proper

f. "Member" shall mean and refer to each holder of a membership interest in the Association, as such interest is set forth in Article VI.

g. "Owner" shall mean and refer to the record owner of fee simple title to any Homesite, including the Developer with respect to any unsold Homesite. Every Owner shall be treated for all purposes as a single owner for each Homesite held, irrespective of whether such ownership is joint, in common, tenancy by the entirety or community property. Where such ownership is joint, in common, tenancy by the entirety or community property, a majority vote of such owners shall be necessary to cast any vote to which such owners are entitled.

h. "Common Properties" or "Common Areas" shall mean and refer to certain areas of land other than individual Homesite as shown on the filed subdivision plat or map and intended to be devoted to the common use and enjoyment of the owners of The Properties.

i. "Development" shall mean The Lacamas Shores Development, a development being constructed on The Properties subject to the Declaration.

j. "Declarant" shall mean and refer to Vanport Manufacturing, Inc., its successors and assigns.

k. "Lot" shall mean and refer to the record owner (including contract sellers), whether one or more persons or entities, owning all or any part of said property, excluding those having such interest merely as security for the performance of an obligation.

ARTICLE III

PURPOSE

This Association is formed to own, operate and maintain The Properties for the benefit of the members of the Association, to preserve and arrange for the architectural control of the Homesite and Common Areas of Lacamas Shores Development, to administer the Declaration of Covenants, Conditions and Restrictions applicable to the development, and for the purposes stated in the Articles of Incorporation of the Association.

ARTICLE IV

APPLICABILITY

All present and future Members shall be subject to these By-Laws and to the rules and regulations issued by the Association to govern the conduct of its Members.

ARTICLE V

USE OF FACILITIES

The Common Areas shall be limited to the use of the Members and their guests and subject to the restrictions of the Declaration. However, in the event that a Member shall lease with approval as may be required in the Covenants, Conditions and Restrictions of the Lacamas Shores Development Project or permit another to occupy his Homesite, the lessee(s) or occupant(s) shall, at the option of the Member, be permitted to enjoy the use of the Common Areas in lieu of and subject to the same restrictions and limitations as said Member.

ARTICLE VI

MEMBERSHIP AND VOTING RIGHTS

The Association shall have such classes as the Board of Directors shall so provide. Initially the Corporation shall have two (2) classes of membership as set forth in the Articles of Incorporation.

ARTICLE VII

QUORUM, PROXIES AND WAIVERS

Section 1. Quorum. So many Members as shall represent at least 35 percent of the total authorized votes of all Members present in person or represented by written proxy shall be requisite to and shall constitute a quorum at all meetings of the Association for the transaction of business, except as otherwise provided by statute, by the Declaration, the Articles of Incorporation of the Association, or by these By-Laws. If, however, such quorum shall not be present or represented at any meeting of the Association, the Members entitled to vote thereat, present in person or represented by written proxy, shall have the power to adjourn the meeting. At least five (5) days' written notice of such adjourned meeting shall be given to all Members. At such adjourned meeting, any business may be transacted which might have been transacted at the meeting originally called.

Section 2. Vote Required to Transact Business. When a quorum is present at any meeting, the vote of a majority of the Members present in person or represented by written proxy shall decide any question brought before such meeting and such vote shall be binding upon all Members, unless the question is one upon which by express provision of the statute, Declaration, Articles of Incorporation, or of these By-Laws, a different vote is required, in which case such express provisions shall govern and control the decision of such question.

Section 3. Right to Vote. Members shall be entitled to vote either in person or by proxy at any meeting of the Association. Any such proxy shall only be valid for such meeting or subsequent adjourned meetings thereof.

Section 4. Proxies. All proxies shall be in writing and shall be filed with the Secretary prior to the meeting at which the same are to be used. A notation of such proxies shall be made in the minutes of the meeting.

Section 5. Waiver and Consent. Whenever the vote of the membership at a meeting is required or permitted by statute or by any provision of the Declaration, Articles of Incorporation, these By-Laws, or any duly adopted regulation of the Association, to be taken in connection with any action of the Association, the meeting and vote of the membership may be dispensed with if all Members who would have been entitled to vote upon the action if such meeting were held, shall consent in writing to such action being taken.

Section 6. Place of Meeting. Meetings shall be held at any suitable place convenient to the Members as may be designated by the Board of Directors and designated in the notices of such meetings.

Section 7. Annual Meetings. The annual meeting of the membership of the Association shall be held on such date as is fixed by the Board of Directors. At such meetings, there shall be elected by ballot of the membership a Board of Directors in accordance with the requirements of Article VIII of these By-Laws. The Members may also transact such other business as may properly come before the meeting.

Section 8. Special Meetings. It shall be the duty of the President to call a special membership meeting of the Association, if so directed by the Board of Directors, or upon the presentation to the Secretary of a petition signed by a majority of the Members.

Section 9. Notice of Meetings. It shall be the duty of the Secretary to personally deliver or mail a notice of each annual or special meeting, stating the purpose thereof as well as the time and place where it is to be held, to each member at least ten (10) but not more than fifty (50) days prior to such meetings. The mailing of a notice in the manner provided in these By-Laws shall be considered notice served.

Section 10. Order of Business. The order of business at all meetings shall be as follows:

- a. Roll call;

- b. Proof of notice of meeting or waiver of notice;
- c. Reading and approval of minutes of preceding meeting;
- d. Report of officers;
- e. Report of committees;
- f. Appointment of inspectors of election (in the event there is an election);
- g. Election of Directors (in the event there is an election);
- h. Unfinished business;
- i. New business;
- j. Adjournment.

ARTICLE VIII

BOARD OF DIRECTORS

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Section 1. Number and Term. The number of Directors which shall constitute the whole Board shall not be less than three nor more than five. An initial Board consisting of three Directors shall be designated by the Developer to serve until the first annual meeting of the Association. All Directors must be either Members of the Association or immediate family members residing in the Member's home.

Section 2. Vacancy and Replacement. If the office of any Director becomes vacant by reasons of death, resignation, retirement, disqualification, removal from office or otherwise, a majority of the remaining Directors though less than a quorum, at a regular or special meeting of Directors duly called for this purpose, shall choose a successor, who shall hold office for the unexpired term in respect of which such vacancy occurred and until his successor is duly elected and qualified. In the event a Director appointed by Developer resigns, the Developer shall have the right to appoint another Director in his place.

Section 3. Removal. Directors may be removed by an affirmative vote of a majority of the entire Membership. No Director, other than a designee to the Developer, shall continue to serve on the Board if, during his term of office, he shall cease to be a Member.

Section 4. Powers.

a. The property and business of the Association shall be managed by its Board of Directors, which may exercise all such powers of the Association and do all such lawful acts and things as are not by statute, Declaration, Articles of Incorporation or by these By-Laws, directed or required to be exercised or done by the Members or Owners personally. These powers shall specifically include, but not be limited to, the following items:

1. To determine and levy assessments ("Association assessments") payable in advance to cover the cost of operating and maintaining the Common Areas and the Association. The Board of Directors may increase the assessments or vote a special assessment in excess of that amount, if required, to meet any additional necessary expenses;

2. To collect, use and expend the assessments collected to maintain, care for and preserve the roads, recreation facilities, bank lines, Common Areas, and common area landscaping;

3. To make repairs, restore or alter the Common Areas after damage or destruction by fire or other casualty or as a result of condemnation or eminent domain proceedings;

4. To open bank accounts and borrow money on behalf of the Association and to designate the signatories to such bank accounts;

* 5. To collect delinquent assessments by suit or otherwise, to abate nuisances and to enjoin or seek damages from Members for violations of the house rules or rules and regulations herein referred to or adopted by the Association or Board.

6. To make reasonable rules and regulations and to amend the same from time to time and to suspend voting rights of members after notice and hearing for a period not exceeding sixty (60) days for infractions of the published rules and regulations. Such rules and regulations and amendments thereto shall be binding upon the Members when the Board has approved them in writing and delivered a copy of such rules and all amendments to each Member. Such rules and regulations may without limiting the foregoing include reasonable limitations on the use of the Common Properties by guests of the Members as well as reasonable admission and other fees for such use;

7. To employ workmen, contractors and supervisory personnel, and to purchase supplies and equipment, to enter into contracts to provide maintenance and other services and generally to have the power of Directors in connection with the matters hereinabove set forth;

* 8. To bring and defend actions by or against one or more existing or former Members, Directors, officers, or agents, pertinent to the operation of the Association and to assess special assessments to pay the cost of such litigation.

9. To hire a Managing Agent to perform and exercise the powers of the Board of Directors in the management of the Development.

b. The Board of Directors may, by resolution or resolutions, passed by a majority of the whole Board, designate one or more committees, each of such committees to consist of at least three (3) Members, lessors of Members, or immediate family member residing in the home of Member, one of whom shall be a Director, which, to the extent provided in said resolution or resolutions, shall have and may exercise the powers of the Board of Directors in the management of the business and affairs of the Association and may have power to sign all papers which may be required, provided the said resolution or resolutions shall specifically so provide. Such committee or committees shall have such name or names as may be determined from time to time by resolution adopted by the Board of Directors. Committees established by resolutions of the Board of Directors shall keep regular minutes of their proceedings and shall report the same to the Board as required. The Board shall also create and maintain an Architectural Control Committee as established in and with the powers described in the Declaration of Covenants, Conditions and Restrictions for Lacamas Shores Development.

* c. Notwithstanding anything to the contrary contained in these By-Laws or the Articles of Incorporation, or the Declaration of Covenants, Conditions and Restrictions for Lacamas Shores Development Project so long as the Developer or its designee shall continue to own two or more Homesites, but in no event later than five (5) years from the closing of title to the first lot. the Board of Directors may not, without the Developer's prior written consent: (1) Make any addition, alteration or improvement to the Common Areas, or (2) assess any Association charges for the creation of, addition to, or replacement of all or part of a reserve, contingency or surplus fund, or (3) enter into any service or maintenance contract for work not covered by contracts in existence on the date the said Plan is declared effective, or (4) borrow money on behalf of the Association, or (5) purchase any materials, equipment or other goods costing in

excess of \$1,000. While Developer is in control of the Board of Directors, no mortgage liens will be placed on the Common Areas without the consent of at least 51 percent of the lot owners other than Directors or Developer's nominee. This paragraph may not be amended except with the consent of the Developer.

Section 5. Compensation. Directors and officers, as such, shall receive no compensation for their services.

Section 6. Meetings.

a. The first meeting of each Board newly elected by the Members shall be held immediately upon adjournment of the meeting at which they were elected, provided a quorum shall then be present, or as soon as thereafter as may be practicable. The annual meeting of the Board of Directors shall be held at the same place as the annual meeting of Association Members and immediately after the adjournment of same, at which time the dates, places and times of regularly scheduled meetings of the Board shall be set.

b. Regularly scheduled meetings of the Board may be held without special notice.

* c. Special meetings of the Board may be called by the President on three (3) days' notice to each Director either personally or by mail or telegram. Special meetings shall be called by the President or Secretary in a like manner and on like notice on the written request of at least two (2) Directors.

d. At all meetings of the Board, a majority of the Directors shall be necessary and sufficient to constitute a quorum for the transaction of business, and an act of a majority of the Directors present at any meeting at which there is a quorum shall be the act of the Board of Directors, except as may be otherwise specifically provided by statute, Declaration, or by these By-Laws. If a quorum shall not be present at any meeting of Directors, the Directors present thereat may adjourn the meeting from time to time, without notice other than announcement at the meeting until a quorum shall be present.

* e. Before or at any meeting of the Board of Directors, any Director may, in writing, waive notice of such meeting and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a Director at any meeting of the Board shall be a waiver of notice by him of the time and place thereof. If all the Directors are present at any meeting of the Board, no notice shall be required and any business may be transacted at such meeting.

f. Whenever the vote of the Board at a meeting is required or permitted by statute or by any provision of the Declaration,

Articles of Incorporation, these By-Laws, or any duly adopted regulation of the Association, to be taken in connection with any action of the Association or Board, the meeting and vote of the Board may be dispensed with if all Board members who would have been entitled to vote upon the action if such meeting were held, shall consent in writing to such action being taken.

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Section 7. Annual Statement. The Board of Directors shall furnish to all Members and shall present annually (at the annual meeting) and when called for by a vote of the Members at any special meeting of the Members, a full and clear statement of the business conditions and affairs of the Association, including a balance sheet and profit and loss statement regarding any taxable income attributable to the Members and a notice of the holding of the annual meeting of Association members.

Section 8. Fidelity Bonds. The Board of Directors may require that all officers and employees of the Association handling or responsible for Association funds shall furnish adequate fidelity bonds. The premiums on such bonds shall be an expense of the Association.

Section 9. No Cumulative Voting. In any election of Directors, cumulative voting is prohibited, and Directors shall be elected by plurality voting.

ARTICLE IX

OFFICERS

Section 1. Elective Officers. The officers of the Association shall be chosen by the Board of Directors and shall be a president, a vice president, a secretary, and a treasurer. The Board of Directors may also choose one or more assistant secretaries and assistant treasurers and such other officers as, in their judgment, may be necessary. All officers must be either members of the Board of Directors, Members of the Association, or lessees or occupants entitled to the use of The Properties in lieu of the Member renting or permitting them to occupy the Homesite in which they reside. Two or more offices may be held by the same person except for the offices of president and secretary.

Section 2. Election. The Board of Directors, at its first meeting after each annual meeting of Association Members, shall elect a president, a vice president, a secretary, and a treasurer. * Only the president must be a member of the Board.

Section 3. Appointive Officers. The Board may appoint such other officers and agents as it shall deem necessary who shall hold their offices for such terms and shall exercise such powers

vouchers for such disbursements and shall render to the President and Directors, at the regular meeting of the Board or whenever they may require it, an account of all his transactions as Treasurer and of the financial condition of the Association.

He shall keep detailed financial records and books of account of the Association, including a separate account for each Member, which among other things, shall contain the amount of each assessment, the date when due, the amount paid thereon, and the balance remaining unpaid.

Section 9. Agreements. All agreements and other instruments shall be executed by the President and the Secretary or such other persons as may be designated by the Board of Directors.

ARTICLE X

NOTICES

Section 1. Definitions. Whenever, under the provisions of the Declaration or of these By-Laws, notice is required to be given to the Board of Directors or to any Director or Association Member, notice may be given by personal delivery or service, but shall not be construed to require personal delivery or service; but such notice may be given in writing, by mail, by depositing the same in a post office or letter box in a post-paid sealed wrapper, addressed to the Board of Directors, such Director, or Member, at such address as appears on the books of the Association, and notice shall be deemed given on the date mailed.

Section 2. Service of Notice - Waiver. Whenever any notice is required to be given under the provisions of state law, the Declaration, or of these By-Laws, a waiver thereof, in writing, signed by the person or persons entitled to such notice, whether before or after the time stated therein, shall be deemed the equivalent thereof.

ARTICLE XI

ASSESSMENTS AND FINANCES

Section 1. Creation of the Personal Obligation of Assessments. The creation of the personal obligation of assessments is governed by Section 4.2 of the Declaration.

Section 2. Description of Assessments. A description and definition of the assessments is as specified in Section 4.1 and Section 4.3 of the Declaration.

Section 3. Purpose of Assessments. The purpose of assessments is as specified in Section 4.3 of the Declaration.

Section 4. Date of Commencement of Assessments; Due Date. The date of commencement and the due dates of assessments shall be fixed by resolution of the Board of Directors.

Section 5. Effect of Non-Payment of Assessment; Remedies of the Association. The effect of non-payment of assessments and the remedies of the Association shall be as specified in Sections 4.9 and 4.15 of the Declaration and as otherwise provided by law.

Section 6. Checks. All checks or demands for money and notes of the Association shall be signed by the President and Treasurer or by such other officer or officers or such other person or persons as the Board of Directors may from time to time designate.

Section 7. Operating Account. There shall be established and maintained a cash deposit account to be known as the "Operating Account" into which shall be deposited the operating portion of all regular and special assessments as fixed and determined for all Members. Disbursements from said account shall be for the general needs of the operation including, but not limited to, wages, repairs, betterments, maintenance, and other operating expenses of the community.

Section 8. Other Accounts. The Board shall maintain any other accounts it shall deem necessary to carry out its purpose.

ARTICLE XII

AMENDMENTS

*May add to
the board.
see VIII sec 1*

These By-Laws may be altered, amended or added to at any duly called regular or special meeting of the Board of Directors provided: (1) That the notice of the meeting shall contain a full statement of the proposed amendment, and (2) that the amendment shall be approved by vote of at least 66-2/3 percent of the whole Board of Directors. No amendment, however, shall affect or impair the validity or priority of the Members' interests and the interests of holders of a mortgage encumbering a Member's Homesite. Nor shall any amendment have the effect of infringing upon the Developer's right to build and make membership in or use of the Association available to purchasers or lessees.

ARTICLE XIII

SELLING, LEASING, FORECLOSURE, AND GIFTS OF HOMESITE

Section 1. Selling and Leasing Homesite. Any Homesite may be conveyed or leased by a Member free of any restrictions except that no Member shall convey, mortgage, pledge, hypothecate, sell

or lease his Homesite unless and until all unpaid Association expenses assessed against the Homesite shall have been paid as directed by the Board of Directors. Such unpaid Association expenses, however, may be paid out of the proceeds from the sale of a Homesite, or by the grantee. Any sale, conveyance or lease of a Homesite or unit in violation of this section shall be voidable at the election of the Board of Directors. Upon the written request of a Member or his mortgagee, the Board of Directors or its designee shall furnish a written statement of the unpaid charges due from such Member which shall be conclusive evidence of the payment of amounts assessed prior to the date of the statement. A reasonable charge may be made by the Board for the issuance of such statements.

Section 2. Foreclosure or Contract Forfeiture. The provisions of Section 1 shall not apply to the acquisition of a Homesite by a first lien mortgagee or first lien contract vendor who shall acquire title to such Homesite by foreclosure, deed in lieu of foreclosure or forfeiture, or contract forfeiture. In such event, the unpaid assessments against the Homesite which were assessed and became due prior to the acquisition of title to such Homesite by such first lien mortgagee or contract vendor shall be deemed waived by the Association and shall be charged to all other members of the Association on a pro-rata basis as a common expense. Such provisions shall, however, apply to any assessments which are assessed and become due after the acquisition of title to such Homesite by the first lien mortgagee or contract vendor and to any purchaser from such first lien mortgagee or contract vendor.

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

Section 3. Gifts. Any Member may convey or transfer his Homesite by gift during his lifetime or devise his Homesite by will or pass the same by intestacy without restriction.

ARTICLE XIV

GENERAL PROVISIONS

Section 1. Fiscal Year. The fiscal year of the Association shall be fixed by resolution of the Board of Directors.

Section 2. Seal. The Association seal shall have inscribed thereon the name of the Association and the year of its incorporation under the laws of the State of Washington. The seal may be used by causing it or a facsimile thereof to be impressed or affixed or in any manner reproduced.

Section 3. Examination of Books and Records. Each Member, or their respective representatives and mortgagees, shall be entitled to a reasonable examination of the books and records of the Association at any time upon reasonable notice to the Board of Directors. The Declaration, Articles of Incorporation and By-Laws of the Association, and any duly adopted regulations of the Association shall be available for inspection by any Member or mortgagee at the principal office of the Association.

Section 4. Indemnity and Personal Liability. The Board shall have power to fully indemnify, defend and hold harmless any existing or former member, Director, officer, employee or agent of the Association for any action he takes or liability to which he is exposed by reason of his relationship or connection with the Association. This power shall be full and complete as allowed by applicable Washington and federal law. Unless acting in bad faith, neither the Board as a body, nor any Director, officer, or committee member of the Association shall be personally liable to any Member in any respect for any action or lack of action arising out of the execution of his office. Each Homesite Owner shall be bound by the good faith actions of the Board, officers and committee members of the Homeowners Association in the execution of the duties of said Directors, officers and committee members. Nothing contained herein to the contrary shall serve to ~~ex~~ exculpate members of the Board of Directors, including those appointed by the Developer, from their fiduciary responsibilities, to serve to contravene state or federal law.

Section 5. Construction. Whenever the masculine singular form of the pronoun is used in these By-Laws, it shall be construed to mean the masculine, feminine or neuter, singular or plural, whenever the context so requires.

In the case of any conflict between the Articles of Incorporation and these By-Laws, the Articles shall control; and in the case of any conflict between the Declaration and these By-Laws, the Declaration shall control.

Section 6. Severability. Should any of the covenants, terms or provisions herein imposed be or become unenforceable at law or in equity, the remaining provisions of these By-Laws shall, nevertheless, be and remain in full force and effect.

The undersigned Directors of the Lacamas Shores Homeowners Association hereby certify that the within By-Laws were duly adopted by the Directors of the Association as the By-Laws of the

*
see Declaration
5, 36

Association at a meeting of Directors duly held on 7/12/88,
1988.

DATED this 14 day of July, 1988.

Thomas Shipler
THOMAS SHIPLER



ARCHITECTURAL DESIGN COMMITTEE
COVENANTS, CONDITIONS AND RESTRICTIONS
EXHIBIT "C"

Date: _____

To : _____

RE: Preconstruction meeting outline. Lot _____, Phase _____.

- 1) Off site drainage.
 - a) Contractor is responsible for all off site drainage
 - 1) Contractor is to place filter fabric on all drainage courses and downhill of any material displaced during construction.
- 2) Property constraints.
 - a) Contractor can utilize only the property within the construction site.
 - 1) Any use of property other than the property owned by the contractor and/or his clients is strictly prohibited without prior written consent.
- 3) Road and site clean.
 - a) Contractor is responsible to keep the road clean.
 - 1) Should mud and/or construction debris be deposited on the street, contractor is to clean the street immediately. Should the road remain unclean the Homeowners Association shall clean it and will immediately bill the property owner for their incurred expenses.
 - b) Airborne debris.
 - 1) Should any construction debris become airborne and litter surrounding properties, the Homeowners Association shall remove it and immediately bill the property owner for their incurred expenses.

- 4) No on site burning (all debris to be hauled off site).
- 5) Landscaping of property will not commence without submission and approval of a plan to the Landscape Committee. See handout titled "Landscaping Guidelines" for details outlining the requirements and procedures.
- 6) Driveways shall be rocked at the time of excavation.
- 7) No dirt, sand, and/or bark shall be deposited in the street at any time.
- 8) Should the contractor plug the storm drains due to improper erosion control or by dumping material in the street, the City of Camas has notified us that they will ticket the offender.
- 9) Home construction shall be continuous. Contractor shall not discontinue work for other than scheduling sub-trades, procurement of materials, etc...
- 10) Foundation setbacks shall be verified by Lacamas Shores Development prior to pouring concrete.
- 11) It is requested that all start times be no earlier than 7:00 a.m. during the week for all work that uses outside machinery and equipment. We would discourage any kind of weekend work; however, if it is necessary we would request no earlier than an 8:00 a.m. start time.
- 12) Any animals brought upon the job site shall be under constant restraint and not allowed to run free.
- 13) Rabbits shall be limited and asked to be removed if they are, and cause a nuisance, to the harmony of the neighborhood.
- 14) Car racing up and down the street is not an acceptable practice and shall be reported to the proper authorities.
- 15) Loud and/or foul language is not an acceptable practice that will be tolerated.
- 16) If during the foundation excavation phase of construction, the excavation contractor disrupts or destroys any drain line installed on the property by Vanport, Vanport agrees to repair the drain line at Vanport's expense. Vanport does require notification within 24 hours of damage and the repair will be done by Vanport's contractor in a timely manner.
- 17) Contractor shall conform to all safety regulations as outlined by the state of Washington's WSAH Chapter 155 as well as OSHA requirements. Owner and contractor shall hold the Homeowner's Association harmless from any and all litigation and/or liability resulting from noncompliance to referenced regulations.

- 18) Contractor shall have proper sanitary facilities for workman use for duration of project.
- 19) Washing out of concrete or pumpier trucks will not be allowed on ANY property other than the subject lot.
- 20) Any deviation to elevations approved by the Architectural Design Committee shall be resubmitted for evaluation and reconsideration prior to construction.
- 21) All flue enclosures, fireplaces vents, etc., shall be with stucco, brick, or other approved products. Wood siding enclosures are not permitted.
- 22) Builder and homeowner to attend a pre-job conference, prior to excavation, with the representative of the Architectural Design Committee.
- 23) All decks, fencing, landscaping, etc., not so shown and submitted for approval, are not approved. Such items shall be submitted prior to commencement of work.
- 24) All vehicles that are brought within the subdivision shall conform to Washington State Law. All do and proper safety precautions relating to the operation, parking and maintenance shall be adhered to. Any improper or unsafe vehicles shall be removed from the project by the owner or towed away by the Association at the owners expense.
- 25) Concrete slurry will not be allowed to enter into any catch basin. Wash down of exposed concrete shall be diluted at the curb line with a secondary water source. A bale of hay shall be placed immediately ahead of any source of siltation entry into the stormdrain system.
- 26) Miscellaneous conditions and comments

I understand and agree to abide with the rules set forth in this meeting.

Contractor _____ Date _____

Homeowner _____ Date _____

LANDSCAPING GUIDELINES

The following items are required in the best interests of all homeowners in Lacamas Shores. In striving to maintain the high standards set forth in our neighborhood and to preserve everyones opportunity for the lake view, we ask for your cooperation in abiding by these guidelines. If necessary, they will be enforced by the Homeowners Association.

- 1) Landscaping shall be accomplished in accordance with section 5.10 of the CCR's of record.
- 2) Landscape plan will be to scale, on a sheet of paper no smaller than 24" x 24" and shall include entire lot; front, back and side yards showing placement of home and decks.
- 3) All plants are to be listed by name as well as types of ground cover such as bark, mulch, rock, etc.
- 4) Approval process shall be as follows:
 - Submit plans to committee chairman and allow 15 days for approval.
 - Upon approval, the committee will request an informal meeting with the homeowners to ask questions.
 - Landscaping commences as approved.
 - Landscaping is completed within 2 months of occupancy unless otherwise noted.
 - During or following completion a committee member will review homeowners property to insure compliance with plan.

Landscaping Guidelines

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- 5) Any changes or additions to plan, at any time, will be submitted to the committee for approval.
- 6) Continued yard maintenance is a priority. This includes regular mowing, pruning and prompt removal of any dead plants.

Homeowner

Date