

PUBLIC OFFERING STATEMENT

Current as Of: June 11, 2024

- 1) Declarant Name: Sarkela 10, LLC
- 2) Declarant Address: 10813 NE 117th Avenue, Vancouver, WA 98662
- 3) Management Company name: Community Management of Vancouver
- 4) Management Company address: 803 Grand Blvd. Unit A1
Vancouver, WA 98661
Telephone – 360-993-547 ext. 2062
- 5) Relationship of the Management Company to the Declarant, if any: Contract
- 6) Project Name: Riverwalk at Lewis River
- 7) Project Address: 2225 Lewis River Road
Woodland, WA 98674
- 8) Riverwalk at Lewis River is a miscellaneous community.

RIGHT TO CANCEL. (1) You are entitled to receive a copy of this public offering statement and all material amendments to this public offering statement before conveyance of your unit. Under RCW 64.90.635, you have the right to cancel your contract for the purchase of your unit within seven days after first receiving this public offering statement. If this public offering statement is first provided to you more than seven days before you sign your contract for the purchase of your unit, you have no right to cancel your contract. If this public offering statement is first provided to you seven days or less before you sign your contract for the purchase of your unit, you have the right to cancel, before conveyance of the unit, the executed contract by delivering, no later than the seventh day after first receiving this public offering statement, a notice of cancellation pursuant to section (3) of this notice. If this public offering statement is first provided to you less than seven days before the closing date for the conveyance of your unit, you may, before conveyance of your unit to you, extend the closing date to a date not more than seven days after you first received this public offering statement, so that you may have seven days to cancel your contract for the purchase of your unit.

You have no right to cancel your contract upon receipt of an amendment to this public offering statement; however, this does not eliminate any right to rescind your contract, due to the disclosure of the information in the amendment, that is otherwise available to you under generally applicable contract law.

If you elect to cancel your contract pursuant to this notice, you may do so by hand-delivering notice of cancellation, or by mailing notice of cancellation by prepaid United States mail, to the seller at the address set forth in this public offering statement or at the address of the seller's registered agent for service of process. The date of such notice is the date of receipt, if hand-delivered, or the date of deposit in the United States mail, if mailed. Cancellation is without penalty, and all payments made to the seller by you before cancellation must be refunded promptly.

OTHER DOCUMENTS CREATING BINDING LEGAL OBLIGATIONS. This public offering statement is a summary of some of the significant aspects of purchasing a unit in this Project. The governing documents and the purchase agreement are complex, contain other important information, and create binding legal obligations. You should consider seeking the assistance of legal counsel.

OTHER REPRESENTATIONS. You may not rely on any statement, promise, model, depiction, or description unless it is (1) contained in the public offering statement delivered to you or (2) made in writing signed by the Declarant or dealer or the Declarant's or dealer's agent identified in the public offering statement. A statement of opinion, or a commendation of the real estate, its quality, or its value, does not create a warranty, and a statement, promise, model, depiction, or description does not create a warranty if it discloses that it is only proposed, is not representative, or is subject to change.

MODEL UNITS. Model units are intended to provide you with a general idea of what a finished unit might look like. Units being offered for sale may vary from the model unit in terms of floor plan, fixtures, finishes, and equipment. You are advised to obtain specific information about the unit you are considering purchasing.

RESERVE STUDY. The association does not have a current reserve study. Any reserve study should be reviewed carefully. It may not include all reserve components that will require major maintenance, repair, or replacement in future years, and may not include regular contributions to a reserve account for the cost of such maintenance, repair, or replacement. You may encounter certain risks, including being required to pay as a special assessment your share of expenses for the cost of major maintenance, repair, or replacement of a reserve component, as a result of the failure to: (1) Have a current reserve study or fully funded reserves, (2) include a component in a reserve study, or (3) provide any or sufficient contributions to a reserve account for a component.

DEPOSITS AND PAYMENTS. Only earnest money and reservation deposits are required to be placed in an escrow or trust account. Any other payments you make to the seller of a unit are at risk and may be lost if the seller defaults.

CONSTRUCTION DEFECT CLAIMS. Chapter 64.50 RCW contains important requirements you must follow before you may file a lawsuit for defective construction against the seller or builder of your home. Forty-five days before you file your lawsuit, you must deliver to the seller or builder a written notice of any construction conditions you allege are defective and provide your seller or builder the opportunity to make an offer to repair or pay for the defects. You are

not obligated to accept any offer made by the builder or seller. There are strict deadlines and procedures under state law, and failure to follow them may affect your ability to file a lawsuit.

ASSOCIATION INSURANCE. The extent to which association insurance provides coverage for the benefit of unit owners (including furnishings, fixtures, and equipment in a unit) is determined by the provisions of the declaration and the association's insurance policy, which may be modified from time to time. You and your personal insurance agent should read the declaration and the association's policy prior to closing to determine what insurance is required of the association and unit owners, unit owners' rights and duties, what is and is not covered by the association's policy, and what additional insurance you should obtain.

QUALIFIED WARRANTY. Your unit is not covered by a qualified warranty under chapter 64.35 RCW.

THIS UNIT IS LOCATED WITHIN A COMMON INTEREST COMMUNITY AND IS SUBJECT TO THE DECLARATION, BYLAWS, RULES, AND OTHER WRITTEN INSTRUMENTS GRANTING AUTHORITY TO THE ASSOCIATION AS ADOPTED (THE "GOVERNING DOCUMENTS").

THE PURCHASER OF THIS UNIT WILL BE REQUIRED TO BE A MEMBER OF THE ASSOCIATION AND WILL BE SUBJECT TO THE GOVERNING DOCUMENTS.

THE GOVERNING DOCUMENTS WILL IMPOSE FINANCIAL OBLIGATIONS UPON THE OWNER OF THE UNIT, INCLUDING AN OBLIGATION TO PAY ASSESSMENTS TO THE ASSOCIATION WHICH MAY INCLUDE REGULAR AND SPECIAL ASSESSMENTS, FINES, FEES, INTEREST, LATE CHARGES, AND COSTS OF COLLECTION, INCLUDING REASONABLE ATTORNEYS' FEES.

THE ASSOCIATION HAS A STATUTORY LIEN ON EACH INDIVIDUAL UNIT FOR ANY UNPAID ASSESSMENT FROM THE TIME IT IS DUE. FAILURE TO PAY ASSESSMENTS COULD RESULT IN THE FILING OF A LIEN ON THE UNIT AND LOSS OF THE UNIT THROUGH FORECLOSURE.

THE GOVERNING DOCUMENTS MAY PROHIBIT OWNERS FROM MAKING CHANGES TO THE UNIT WITHOUT REVIEW AND THE APPROVAL OF THE ASSOCIATION, AND MAY ALSO IMPOSE RESTRICTIONS ON THE USE OF UNIT, DISPLAY OF SIGNS, CERTAIN BEHAVIORS, AND OTHER ITEMS.

PURCHASERS OF THIS UNIT SHOULD CAREFULLY REVIEW THE FINANCIAL OBLIGATIONS OF MEMBERS OF THE ASSOCIATION, THE CURRENT STATE OF THE ASSOCIATION'S FINANCES, THE CURRENT RESERVE STUDY, IF ANY, THE GOVERNING DOCUMENTS, AND THE OTHER INFORMATION AVAILABLE IN THE RESALE CERTIFICATE. THE GOVERNING DOCUMENTS CONTAIN IMPORTANT INFORMATION AND CREATE BINDING LEGAL OBLIGATIONS. YOU SHOULD CONSIDER SEEKING THE ASSISTANCE OF LEGAL COUNSEL.

- 9) A list, current as of the date the public offering statement is prepared, of up to the five most recent common interest communities in which at least one unit was sold by the Declarant or an affiliate of the Declarant within the past five years, including the names of the common interest communities and their addresses:

- Prairie Commons, completed in 2022. 10813 NE 117th Avenue, Vancouver, WA 98662
- Riverbend 2531 NW 6th Avenue, Battle Ground, WA 98604

- 10) The nature of the interest being offered for sale: Ownership of a single-family home.

- 11) A general description of the Project, including to the extent known to the Declarant, the types and number of buildings that the Declarant anticipates including in the Project and the Declarant's schedule of commencement and completion of such buildings and principal common amenities:

- Riverwalk at Lewis River ("Riverwalk") located between the Lewis River and Lewis River Road, in Woodland. Riverwalk is envisioned to be a single-family home community, built in at least two phases. The community is located at the eastern ends of Spruce Avenue and Salmon Street, on Lewis River Road. Phase 1 is planned to be 32 homes, with houses of at least 2,200 square feet. The units and common elements will be created and transferred to the Association when the plat and Declaration are recorded. Construction of the Riverwalk Easement Area, monuments, and landscaped common elements is anticipated to be complete by December 19, 2023. Construction of the homes in Phase 1 is anticipated to be complete by December 31, 2027.
- Additional phases of the Project may be built in the future, up to a total of 72 Lots and 72 Homes. All Phases of the Project and all Lots and Homes are anticipated to be complete, if built, by December 31, 2029.
- **No assurances are being made regarding the boundaries of any units, phases of development, order of development, or the timing of any development.**

- 12) The number of existing units in the Project.

- As of the date the Declaration is recorded, there will be 32 Lots and 1 Home in the Project.

- 13) Brief descriptions of (i) the existing principal common amenities, (ii) those amenities that will be added to the Project, and (iii) those amenities that may be added to the Project;

- (i) Riverwalk currently has an easement, providing ingress/egress access to the river;
 - (ii) the following common amenities will be added: there are no guaranteed additional amenities;
 - (iii) the following common amenities may be added:
 - o Riverwalk may have monuments marking the development and a landscaped area fronting Lewis River Road.
- 14) A brief description of the limited common elements, other than those described in RCW 64.90.210 (1)(b) and (3), that may be allocated to the units being offered for sale:
- None
- 15) The identification of any rights of persons other than unit owners to use any of the common elements, and a description of the terms of such use:
- The public may also be allowed to use a portion of the river access easement.
- 16) The identification of any real property not in the Project that unit owners have a right to use and a description of the terms of such use:
- a) Riverwalk currently has an easement across neighboring property, providing ingress/egress access to the river.
- 17) Any services the Declarant provides or expenses that the Declarant pays that are not reflected in the budget, but that the Declarant expects may become at any subsequent time a common expense of the association, and the projected common expense attributable to each of those services or expenses:
- None
- 18) An estimate of any assessment or payment required by the declaration to be paid by the purchaser of a unit at closing:
- An operating capital assessment of \$ 250.00 per lot may be charged at closing.
- 19) A brief description of any liens or monetary encumbrances on the title to the common elements that will not be discharged at closing:
- None
- 20) A brief description or a copy of any express construction warranties to be provided to the purchaser:
- A copy is provided at Attachment (h).
- 21) The units and common elements are not covered by a qualified warranty.

- 22) The Project does not and is not intended to contain any multiunit residential building subject to chapter 64.55 RCW.
- 23) There are no unsatisfied judgments or pending suits against the Association.
- 24) A statement of any litigation brought by an owners association, unit owner, or governmental entity in which the Declarant or any affiliate of the Declarant has been a defendant arising out of the construction, sale, or administration of any Project within the previous five years, together with the results of the litigation, if known:
- None
- 25) A brief description of:
- a) Any restrictions on use or occupancy of the units contained in the governing documents – Units may be used only for residential purposes. Except with the Board's consent or as otherwise allowed by RCW 64.90, no trade, craft, business, profession, commercial activity, or similar activity of any kind may be conducted in any Unit, and no goods, equipment, vehicles, materials, or supplies used in connection with any trade, service, or business may be kept or stored on any Unit. These restrictions shall not prohibit (a) activities relating to the sale of residences, (b) the right of Declarant or any contractor or homebuilder to construct residences on any Unit, to store construction materials and equipment on such Units in the normal course of construction, and to use any residence as a sales office or model home for purposes of sales in Riverwalk, or (c) the right of the Owner of a lot to maintain the Owner's personal business or professional library, keep the Owner's personal business or professional records or accounts, handle the Owner's personal business or professional telephone calls, or confer with business or professional associates, clients, or customers in the Owner's residence. The Board will not approve commercial activities otherwise prohibited by this Article unless the Board determines that only normal residential activities would be observable outside of the residence and that the activities would not violate applicable local government ordinances.
 - b) Any restrictions on the renting or leasing of lots by the Declarant or other lot owners contained in the governing documents – all leases for lots and/or parts of lots must be in writing and must provide a copy of the Governing Documents to the tenant(s). Failing to meet these requirements renders the lease voidable;
 - c) Any rights of first refusal to lease or purchase any lot or any of the common elements contained in the governing documents – none; and
 - d) Any restriction on the amount for which a lot may be sold or on the amount that may be received by a lot owner on sale -- none.
- 26) A description of the insurance coverage provided for the benefit of lot owners:
- None

- 27) Any current or expected fees or charges not included in the common expenses to be paid by lot owners for the use of the common elements and other facilities related to the Project, together with any fees or charges not included in the common expenses to be paid by lot owners to any master or other association:
- Any fees or expenses associated with the use of the common elements will be the same for the public as they are for any owners of the Project. Whether such fees will be assessed and the amount of any such fees have not been determined.
- 28) The extent, if any, to which bonds or other assurances from third parties have been provided for completion of all improvements that the Declarant is obligated to build pursuant to RCW 64.90.695:
- None
- 29) The Project is not a cooperative.
- 30) The Project is not a leasehold project.
- 31) A summary of, and information on how to obtain a full copy of, any reserve study and a statement as to whether it was prepared in accordance with RCW 64.90.545 and 64.90.550 or the governing documents:
- At the present, there is no reserve study for the Project because the common interest community has only nominal reserve costs.
- 32) A brief description of any arrangement described in RCW 64.90.110 binding the association – the Association must maintain and pay real property taxes associated with the River Access Easement across neighboring property.
- 33) The estimated current common expense liability for the lots being offered is \$0. Assessments are anticipated to begin on or after December 19, 2023. Once assessments begin, they are estimated to be \$100.00 per month per lot. Purchasers will be assessed a Working Capital Contribution as explained in section 18, above.
- 34) Except for real property taxes, real property assessments and utility liens, any assessments, fees, or other charges known to the Declarant and which, if not paid, may constitute a lien against any lot or common elements in favor of any governmental agency – none;
- 35) A brief description of any parts of the Project, other than the owner's lot, which any owner must maintain:
- Through the Association, Owners will be required to maintain all common elements, including but not limited to: the River Access Easement area, the monuments, and the landscaped tracts along Lewis River Road.
- 36) Timesharing is not prohibited.

37) If the Project is subject to any special Declarant rights, then

- a) A statement of all development rights and special Declarant rights reserved to the Declarant, together with the dates or other circumstances under which such rights must terminate;
- i) Declarant has and reserves the special declarant rights set forth in RCW 64.90.010(51) and Sections 3.4.4, 6.4, and 8.1, and Article 9 of the Declaration.
- ii) Development Rights. Declarant reserves the right to complete any improvements indicated on the Plat and the map or described in the Declaration or Riverwalk's public offering statement. Declarant reserves the right to exercise any development right, including but not limited to the right to add real estate or improvements to Riverwalk; create Units, lots, common elements or limited common elements; subdivide or combine Units or lots; convert Units or lots into common elements; withdraw real estate from Riverwalk; and/or reallocate limited common elements with respect to Units or lots that have not been conveyed by Declarant. Declarant reserves the right to create additional Units or lots and build additional Homes as specified in Article 9 of the Declaration.
- iii) Additional Real Estate. Declarant reserves the right to add real estate specified in Exhibit B to the Declaration and unspecified real estate to Riverwalk by amending the Declaration at any time during the period specified in Section 9.7 of the Declaration. The amount of unspecified real estate added to Riverwalk may not exceed ten percent of the total real estate described in the original Map plus the additional, specified real estate identified in Exhibit B to the Declaration. Declarant reserves the right to add phase(s) of development to Riverwalk during the period of Declarant Control by amending the Declaration and may petition the Board to add phase(s) of development to Riverwalk after the period of Declarant Control.
- iv) Additional Units/Lots and Homes. Declarant reserves the right to complete any improvements indicated on the map or described in this Declaration or the public offering statement. Declarant reserves the right to exercise any development right and create additional Units or lots and Homes on the Property, not to exceed the total number of Units/Lots and total number of Homes specified in the Table of Units/Lots and Homes in the Declaration. Declarant does not agree to build any improvements not described in the Declaration. No assurances are being made regarding the boundaries of any Units, lots, phases of development, order of development, or the timing of any development.
- v) Merge or Consolidate. Declarant reserves the right to merge or consolidate Riverwalk with another miscellaneous or plat community.
- vi) Inferences from Action or Inaction. The exercise of any development right does not trigger or require the exercise of any other development right. No assurances are being made that any future development will, in fact, occur. When all development rights have been exercised or such development rights have expired, then real estate that was subject to such development rights shall remain property of the Declarant or the Declarant's successor in interest, subject to future development upon obtaining approval of the ACC.
- vii) Marketing Rights. Notwithstanding anything to the contrary in the Declaration, Declarant has the right to maintain one or more sales office(s), management office(s), and

model(s) on one or more of the Units/Lots that Declarant owns. Declarant and prospective purchasers and their agents have the right to use and occupy the sales office and models during reasonable hours any day of the week. Declarant may maintain a reasonable number of "For Sale" signs at reasonable locations on the Property, including, without limitation, on the Common Elements and Limited Common Elements.

viii) Declarant Easements. Declarant reserves easements over the Property as more fully described in Article 3 of the Declaration.

ix) Association Board, Meetings, Committees, and Records. Declarant reserves the right to appoint or remove any officer or board member of the Association or any Master Association or veto or approve a proposed action of any board or association. Declarant reserves the right to attend meetings of the Owners and, except during an executive session in which Declarant would otherwise be excluded, meetings of the Board. Declarant reserves the right to appoint all members of the ACC and all replacements thereto until Riverwalk is one hundred percent (100%) built out or the expiration of Special Declarant Rights, whichever occurs first. Declarant reserves the right to establish other committees of the Association during the period of Declarant Control. Declarant reserves the right to access the records of the Association to the same extent as an Owner.

x) Expiration. Declarant's special rights shall expire twenty (20) years after the Declaration is recorded and/or the day Declarant records an amendment to the Declaration surrendering all Special Declarant Rights, whichever occurs first. Declarant remains liable for expenses associated with real estate subject to a development right when those development rights expire.

b) A statement describing how the allocated interests of a lot may be changed by the exercise of any development right.

- If lots are added to or withdrawn from Riverwalk, each Unit's/Lot's allocated interest in the Common Elements shall be reallocated to 1/x, with "x" being the number of Units/Lots remaining in Riverwalk; and each Unit's/Lot's allocated interest in a Limited Common Element, if any, shall be reallocated to 1/x, with "x" being the number of benefitted lots remaining in Riverwalk.

38) Any liens on real estate to be conveyed to the association required to be disclosed pursuant to RCW 64.90.650(3)(b) - None;

39) **RIVERS ARE INHERENTLY DANGEROUS.** Those who use the River Access Easement do so at their own risk. There are no physical hazards known to the Declarant that particularly affect the Project or the immediate vicinity in which the Project is located, and which are not readily ascertainable by the purchaser.

40) There are no building code violation(s) of which the Declarant has actual knowledge, and which has not been corrected.

41) The Project does not contain a conversion building.

42) The Project does not contain a multiunit residential building.

43) Any other information and cross-references that the Declarant believes will be helpful in describing the Project to the recipients of the public offering statement, all of which may be included or not included at the option of the Declarant:

- None.

44) There are no age-related occupancy restrictions affecting the Project.

Attachments:

- a) The declaration;
- b) the plat;
- c) the organizational documents;
- d) the rules and regulations, if any;
- e) the current or proposed budget for the Association;
- f) a dated balance sheet of the Association;
- g) any inspection and repair report or reports prepared in accordance with RCW 64.55.090 [NONE]; and
- h) express construction warranties [NONE]

45) The unit may be sold without consent of all the unit owners after termination of the common interest community under RCW 64.90.290.

RECORDING REQUESTED BY
AND WHEN RECORDED RETURN TO:

Maren L. Calvert
Schwabe, Williamson & Wyatt
700 Washington St, Suite 701
Vancouver, WA 98660

3749204

03/25/2024 01:49:25 PM Pages: 49
Covenants FIDELITY NATION TITLE INSURANCE COMPANY 351.50
Cowlitz County Washington



Grantor: SARKELA 10, LLC
Grantee: THE PUBLIC
Abbreviated Legal: 816 (WOODLAND OUTLOT) -WDOL -347,353,353B-1,353A-2,353A-1 7 -5N -1E EATON DLC and 816 (WOODLAND OUTLOT) -WDOL -347B,352,353A 7 -5N -1E EATON DLC AKA ROS 37/74 TR 3 INCL WDOL 353B FEE 3511559 EXC WDOL 353A-1 FEE 3511559 INCL WDOL 347B FEE 3667035 EXC WDOL 353A-1,WDOL 353B-1 FEE 3667035
Assessor's Tax Parcel #: 508440102, 508520101, 408420102
Other Reference Nos.: Plat recorded in Volume 14 of Plats, at Page 167-169
RCW 64.90 Map at Exhibit F – recorded at 3749203

**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
RIVERWALK AT LEWIS RIVER HOMEOWNERS ASSOCIATION
(A Miscellaneous Community under RCW Chapter 64.90)**

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**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR**

RIVERWALK AT LEWIS RIVER HOMEOWNERS ASSOCIATION
a miscellaneous community under RCW chapter 64.90

THIS DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR RIVERWALK AT LEWIS RIVER HOMEOWNERS ASSOCIATION ("**Declaration**") is made by SARKELA 10, LLC ("**Declarant**"), effective as of the day it is recorded in Cowlitz County, Washington.

RECITALS

Declarant is the owner of or is otherwise authorized to develop all the real property, water rights, and Improvements thereon, other than Lot 32, located in Cowlitz County, Washington, identified and described on Exhibit A attached hereto and incorporated herein by this reference. Constance J Taylor and Andrew C. Loud, the owners of "Lot 32" as identified and described on Exhibit A attached hereto and incorporated by this reference, consent and agree to be bound by this Declaration. All of the real property identified and described on Exhibit A shall hereafter be referred to herein as the "**Property**" or "**Riverwalk**".

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 Lots, Common Elements, and Limited Common Elements in Riverwalk. Riverwalk shall be a common interest miscellaneous community.

Declarant has deemed it desirable for the efficient preservation of the values and amenities in Riverwalk to create an owners' association formed as a nonprofit corporation, to which will be delegated and assigned the powers and authority to own, maintain, repair, replace, and administer the Common Elements, Limited Common Elements, and facilities; to administer and enforce the covenants, conditions, and restrictions of this Declaration; and to collect and disburse the Assessments and charges hereinafter created. This nonprofit corporation shall be named the "Riverwalk at Lewis River Homeowners Association," hereinafter, the "**Association**."

The Declarant will convey the Common Elements and Limited Common Elements in each phase of development to the Association upon recording the Declaration or amendment to the Declaration that adds the phase to the Property. Upon conveyance of these and any future Common Elements and Limited Common Elements to the Association, the Association will assume the maintenance obligation of the Common Elements and Limited Common Elements for the benefit of the Owners and assess the Owners of the Lots for expenses associated with operating, maintaining, and insuring the Common Elements and Limited Common Elements as provided in this Declaration.

NOW THEREFORE, DECLARANT DECLARES that the Property will be held, transferred, sold, conveyed, and occupied as a miscellaneous community subject to RCW chapter 64.90 as it may be amended from time to time and subject to the following covenants, conditions, restrictions, easements, charges, and liens, which will run with the land, which will be binding on all parties having or acquiring any right, title, or interest in the Property or any part thereof, and which will inure to the benefit of the Association and of each Owner. This Declaration does not and is not intended to create a condominium within the meaning of the Washington Uniform

Common Interest Ownership Act, at RCW 64.90 *et. seq.*

ARTICLE 1 DEFINITIONS

1.1. The Association adopts terms as defined in RCW chapter 64.90, and the specific terms defined below. Terms shall be interpreted to reconcile conflicts and give effect to the terms below, consistently, in accordance with applicable law.

1.2. “**Architectural Control Committee**” or “**ACC**” refers to the committee constituted and acting under Article 6 of this Declaration.

1.3. “**Architectural Guidelines**” or “**ACC Guidelines**” shall mean the architectural design guidelines and rules promulgated, published, amended, and/or supplemented from time to time pursuant to this Declaration.

1.4. “**Articles**” means the Articles of Incorporation for the nonprofit corporation, Riverwalk at Lewis River Homeowners Association, as filed with the Washington Secretary of State.

1.5. “**Association**” means and refers to Riverwalk at Lewis River Homeowners Association, a Washington non-profit corporation, and its successors and assigns.

1.6. “**Board**” means the Board of Directors of the Association.

1.7. “**Bylaws**” means and refers to the Bylaws of the Association, as may be amended from time to time.

1.8. “**Common Elements**” means and refers to areas and improvements intended to be devoted to the common use and enjoyment of the Members, as identified in Article 5.

1.9. “**Declaration**” means the covenants, conditions, restrictions, and all other provisions set forth in this Declaration, which will be recorded in the office of the Auditor in Cowlitz County, Washington, as it may be amended from time to time.

1.10. “**Declarant**” means and refers to Sarkela 10, LLC, and its successors or assigns, or any successor or assign to all or the remainder of its interest in the Property.

1.11. “**Governing Documents**” means and refers to the Declaration, Bylaws, Plat, Rules and Regulations, and other documents through which the Association has the authority to exercise any of the powers provided in RCW 64.90 or to otherwise manage, maintain, or affect the Property, as such are amended from time to time.

1.12. “**Home**” means and refers to any portion of a structure situated on a Lot and designed and intended for use and occupancy as a residence by a single family or household. If a Lot contains a duplex, the owner of the Lot is a Member of the Association and shall be considered to have two “Homes” as each side of the duplex is considered a “Home.” If a Lot contains an additional dwelling unit (“ADU”), the owner of the Lot is a Member of the Association and shall be considered to have two “Homes” as the primary, single-family residence and the ADU are each considered a “Home.”

1.13. “**Improvement**” shall mean any structure, facility or system, or other Improvement or object, whether permanent or temporary, which is erected, constructed, or placed upon, under or

in any portion of the Property, including but not limited to Homes, buildings, fences, streets, drives, driveways, sidewalks, curbs, landscaping, signs, lights, streetlights, mailboxes, electrical lines, pipes, pumps, ditches, ponds, and fixtures of any kind whatsoever. Improvement(s) include(s) both original Improvements existing on the Property on the date hereof and all alter changes and Improvements.

1.14. "**Limited Assessment**" shall mean a charge against a particular Owner, and such Owner's Lot, directly attributable to such Owner, equal to the cost incurred by an Association in connection with corrective action performed pursuant to the provisions of this Declaration, including, without limitation, damage to any Common Area or Limited Common Area; the failure of an Owner to keep such Owner's Lot and/or Improvements in proper repair; fines imposed according to the Rules and Regulations; attorneys' fees; reimbursement for any expense charged to the Association caused by the Owners' negligence, and interest thereon as provided in this Declaration.

1.15. "**Limited Common Elements**" means and refers to areas and improvements on the Property that are intended to be used and enjoyed by more than one but less than all the Members, as identified in Article 5.

1.16. "**Lot**" means and refers to each and any of the Lots created by this Declaration, as it is amended from time to time. As used in this Declaration, the term "Lot" shall have the same meaning as "unit" as that term is used in RCW chapter 64.90.

1.17. "**Map**" means and refers to the Map of Riverwalk, a miscellaneous community, attached as Exhibit E, both of which are incorporated here by this reference. Together the Plat (which creates 31 Lots) and Exhibit E (which identifies those 31 Lots and Lot 32 as the Riverwalk community) are intended to satisfy the "map" requirements of RCW 64.90.

1.18. "**Members**" means and refers to the Owners of Lots in Riverwalk.

1.19. "**Occupant**" means and refers to any resident or occupant of a Home, whether such person is an Owner, a lessee, or any other person authorized by the Owner to occupy the Home.

1.20. "**Owner**" means and refers to the record owner, whether one or more persons or entities, of the fee simple title to any Lot, or a purchaser in possession of a Lot under a real estate contract. The foregoing does not include persons or entities who hold an interest in any Lot merely as security for the performance of an obligation.

1.21. "**Plat**" means and refers to the Plat of Riverwalk, which was preliminarily approved as Heron Meadows Subdivision and was subsequently recorded in final form in the plat records of Cowlitz County, Washington, as indicated on the cover sheet above, as it may be amended from time to time. The Plat is incorporated into this Declaration by reference, as if it were set forth fully herein. The Plat is supplemented by the map attached as Exhibit E, which is incorporated here by this reference. Together the Plat and Exhibit E are intended to satisfy the "map" requirements of RCW 64.90.

1.22. "**Regular Assessment**" shall mean the portion of the cost of maintaining, improving, repairing, managing and/or operating the Common Areas and all Improvements located thereon, and the other costs and expenses incurred to conduct the business and affairs of an Association, which is to be levied against the Property of and paid by each Owner to the

Association, pursuant to the terms hereof or the terms of this Declaration.

1.23. **“Property”** and **“Riverwalk”** have the meaning attributed to the terms in the Recitals of this Declaration. The legal description for the real property associated with those terms is provided in Exhibit A and the depiction of such real property is provided in the Plat and map (including Exhibit E).

1.24. **“Reserve Account”** means and refers to an account set up by the Board to hold funds for construction, improvements, or maintenance of the Common Elements.

1.25. **“Rules and Regulations”** means and refers to the documents containing rules, regulations, and policies adopted by the Board or the Architectural Control Committee (including but not limited to the Architectural Guidelines), as they may be amended from time to time.

1.26. **“Special Assessment”** shall mean the portion of the costs of the capital improvements or replacements, equipment purchases and replacements or shortages in Regular Assessments which are authorized and to be paid by each Owner to Association, pursuant to the provisions of this Declaration.

ARTICLE 2

ASSOCIATION AND PROPERTY SUBJECT TO THIS DECLARATION

2.1. **Association.** Riverwalk will be administered by the Association. The affairs of the Association will be managed by a Board of Directors. The Association may exercise any right or privilege given to the Association expressly by this Declaration, the Governing Documents, and applicable law, or as reasonably implied from or reasonably necessary to effectuate any such right or privilege.

2.2. **Board of Directors.** The Board will be composed of at least three (3) persons and if more board positions are added, the total shall be an odd number.

2.2.1 Qualifications. All Board members must be an Owner or a co-owner of a Lot. If a Lot is owned by more than one owner, only one owner of that Lot may serve on the Board of Directors at any one time. A board member, officer or employee of a corporation, the trustee of a trust, the personal representative of an estate, or an employee of a trust or estate may serve on the Board if the corporation, trust, or estate owns a Lot. To determine the qualifications of any officer or board member, “Owner” includes any board member, officer, member, partner, or trustee of any person who either alone or in conjunction with another person, is an Owner. If a person ceases to have an affiliation with the Owner entity that otherwise qualified the person to serve as a board member or officer, that person shall cease to be qualified to remain a board member or officer.

2.2.2 Assumption of Duties. Board members and officers must take office upon adjournment of the meeting or other event at which they were elected or appointed and must serve until their successor takes office.

2.2.3 Powers and Duties. The Board has the powers and duties necessary for the administration of the affairs of the Association and may do all such acts and things that are not by law, by this Declaration, or by the Bylaws directed to be done by the Owners. The Board may levy reasonable fines in accordance with an established schedule and in accordance with procedures adopted by the Board. The Board may delegate any of its powers described in RCW 64.90.405 to a Master Association in accordance with RCW 64.90.300.

2.2.4 Board Meetings. Notice must be given at least fourteen (14) days and no more than sixty (60) days before the meeting and must state the time, date, place, and agenda of the meeting. At each Board meeting, the Board must provide a reasonable opportunity for Owners to comment regarding matters of common interest and the Association.

2.3. **Riverwalk**. Riverwalk consists of the Property, which will be held, transferred, sold, conveyed, and occupied subject to this Declaration. The Property may be developed in phases. By recording this Declaration, the Lots identified in Article 4, the tracts and common elements are created and shall become part of the Development. Declarant does not intend to build any Common Element or Limited Common Element Improvements in Riverwalk other than as shown on the Plat or Map or as described in Article 5. Declarant may add another phase(s) of development to Riverwalk in the future, which phases may have additional Lots, Homes, Common Elements, and/or Limited Common Elements as described in Article 9. Declarant may amend as of right or petition to amend the Declaration, in accordance with the Declaration and applicable law, to accommodate additional phase(s).

2.4. **Right to Annex Additional Property or to Withdraw Property**. Declarant reserves the right to annex or withdraw property as described in Article 9.

ARTICLE 3 OWNERSHIP AND EASEMENTS

3.1. **Nonseverability**. The interest of each Owner in the use and benefit of the Common Elements and Limited Common Elements is appurtenant to the Lot owned by the Owner. No Lot may be conveyed by the Owner separately from the interest in the Common Elements and Limited Common Elements. Any conveyance of any Lot automatically transfers the right to use the Common Elements and Limited Common Elements without the necessity of express reference in the instrument of conveyance. There may be no judicial partition of the Common Elements and Limited Common Elements. Each Owner, whether by deed, gift, devise, or operation of law, for the Owner's 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 Elements and Limited Common Elements and agrees that no action for judicial partition may be instituted, prosecuted, or reduced to judgment. Ownership interests in the Common Elements and Limited Common Elements and Lots are subject to the easements granted and reserved in this Declaration. Each of the easements granted or reserved herein will be deemed to be established upon the recordation of this Declaration, will thenceforth be deemed to be covenants running with the land for the use and benefit of the Owners and their Lots, and will be superior to all other encumbrances applied against or in favor of any portion of the Property.

3.2. **Ownership of Lots**. Title to each Lot in Riverwalk will be conveyed in fee to an Owner. If more than one person or entity owns an undivided interest in the same Lot, such persons or entities will constitute one Owner for purposes of this Declaration.

3.3. **Ownership of Common Elements and Limited Common Elements**. Unless otherwise indicated herein, title to any Common Elements and Limited Common Elements identified on the Plat and Map, is conveyed to the Association at the time this Declaration is recorded.

3.4. **Easements.** The following easements shall apply to and be binding on the Property and shall run with the land. Individual deeds to Lots may, but are not required to, set forth the easements specified in this Article.

3.4.1 Easements on Plat. The Common Elements, Limited Common Elements and Lots are subject to the easements and rights-of-way shown and referenced on the Plat.

3.4.2 Easements for Common Elements. Every Owner has a nonexclusive right and easement of use and enjoyment in and to the Common Elements and an easement in the Common Elements for access to their Lot, which easements are appurtenant to and pass with the title to each Lot.

3.4.3 Easements for Limited Common Elements. Each Owner of a Lot that has a Limited Common Element appurtenant to it, has a nonexclusive right and easement of use and enjoyment in and to those Limited Common Elements and an easement in those Limited Common Elements for access to their Lot. Such easements are appurtenant to and pass with the title to the Lot. As of the date of this recording, there are no Limited Common Elements.

3.4.4 Easements Reserved by Declarant. While Declarant owns any Lot, Declarant reserves an easement over, under, and across the Common Elements and Limited Common Elements as may be reasonably necessary to discharge Declarant's obligations, exercise special Declarant rights, and/or carry out sales activities necessary or convenient for the sale of Lots. Declarant, for itself and its successors and assigns, hereby retains a right and easement of ingress and egress to, from, over, in, upon, under, and across the Common Elements and Limited Common Elements, 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 in such a way as not to interfere unreasonably with the occupancy, use, enjoyment, or access to an Owner's Lot by the Owner or the Owner's family, tenants, employees, guests, or invitees.

3.4.5 Utility, Drainage, and Public Walkway Easements. Notwithstanding anything expressed or implied to the contrary, this Declaration is subject to all easements granted by Declarant for the installation and maintenance of utilities, irrigation, and drainage necessary for the development of Riverwalk, including but not limited to such easements as identified on the cover sheet to this Declaration and/or the Plat. Lots are subject to public walkway, irrigation, electrical, water line, right of way, sidewalk, and utility easements as shown on the Plat and Map. Wherever utility connections or any portions thereof are installed on one Lot that serve another Lot, in whole or in part, the Owners of all Lots served by the connections shall have the right and are hereby granted an easement to the full extent necessary therefore, to enter upon any Lot to repair, replace and generally maintain the utility connections as and when necessary.

3.4.6 Association's Easements. Declarant grants to the Association and its duly authorized agents and representatives such easements over the Lots and Common Elements and Limited Common Elements as are necessary to perform the duties and obligations of the Association, as set forth in the Governing Documents, as the same may be amended from time to time.

3.4.7 Easement to Governmental Entities. Declarant grants a nonexclusive easement over the Common Elements and Limited Common Elements to all governmental and quasi-governmental entities, agencies, utilities, and their agents for the purposes of performing their duties as utility providers.

3.4.8 Perimeter Easement Benefiting Association. Declarant grants to the Association and its duly authorized agents and representatives an easement over that perimeter portion of each Lot that is included within the building setbacks set by applicable ordinances for the purposes of installation, maintenance, repair, and replacement of utilities, communication lines, and drainage. The Board may grant or convey the easements reserved herein to any governmental body or agency, any public or private utility company or provider, or any combination of the foregoing, on a two-thirds vote of the Board members at a duly called and held Board meeting.

3.4.9 River Access Easement. Declarant grants to the Association and its members a nonexclusive easement over such land as is legally described and depicted in Exhibit D to be used as a walkway, path, or open space, providing non-vehicular access to the riverfront. Declarant retains the right to adjust the precise size and location of the River Access Easement for as long as Declarant shall own the land that is burdened by or that is to be burdened by the River Access Easement. The Association shall maintain and control the River Access Easement area. **Rivers are inherently dangerous. Owners and their guests and invitees may use the River Access Easement at their own risk.** The Declarant and/or the Board, in their sole and exclusive discretion, may decide to close all or a portion of the River Access Easement area temporarily or permanently to limit liability and to promote health and safety. Declarant and Association shall not incur any liability to anyone related to any decision to temporarily or permanently limit – or not to limit – access to the River Access Easement.

3.4.10 No Obstruction. Subject to the uses and restrictions described in this Agreement, no Improvement, structure, planting or other material shall be placed on or permitted to remain as an obstruction or interference with the authorized use of any easement. The Association may remove any such obstruction and may assess any Owner(s) who placed the obstruction or permitted the obstruction to remain for the cost of removal as a Reimbursement Assessment, which may be collected and enforced as any other Assessments imposed under the Governing Documents.

3.4.11 Additional Easements. The Declarant or the Board may grant property owners outside Riverwalk nonexclusive, ingress, egress, and utility easement(s) across Common Elements. The Board may only do so upon a majority vote of the Board. No Owner shall grant an ingress, egress, or utility easement across any Lot without first obtaining approval from a majority of the Association's Board.

ARTICLE 4 LOTS AND HOMES

4.1. **Lots.** As of the date this Declaration is recorded there are 31 Lots on the Property, bearing Lot numbers 1 through 31, plus one Lot with an existing home as identified on the Map. For purposes of this Declaration, the existing home lot shall be known as "Lot 32." Lots shall have the boundaries described and depicted on the Plat and Map. Declarant has reserved the right to add additional land and Lots to the Property, as further described in Article 9. Lots shall not be subdivided unless and until obtaining approval from a majority of the Board.

4.2. **Homes.** All Lots shall be improved with a single-family dwelling unit or structure of frame, stone, or brick construction. Each Lot may have up to one, attached ADU of up to 1,000 square feet. The floor area of each single-family dwelling unit shall be at least 2,200 square feet.

4.3. **Residential Use.** Lots may be used only for residential purposes. Except with the Board's consent or as otherwise allowed by RCW 64.90, no trade, craft, business, profession, commercial activity, or similar activity of any kind may be conducted on any Lot, and no goods, equipment, vehicles, materials, or supplies used in connection with any trade, service, or business may be kept or stored on any Lot. The existence or operation of any business activity must not be apparent or detectable by sight, sound, or smell from the exterior of the Home and the presence of the business activity shall not increase the liability or casualty insurance obligations or premiums of the Association. Nothing in this Section 4.2 will be deemed to prohibit (a) activities relating to the sale of residences, (b) the right of Declarant or any contractor or homebuilder to construct residences on any Lot, to store construction materials and equipment on such Lots in the normal course of construction, and to use any residence as a sales office or model home for purposes of sales in Riverwalk, (c) the right of the Owner of a Lot to maintain the Owner's personal business or professional library, keep the Owner's personal business or professional records or accounts, handle the Owner's personal business or professional telephone calls, or confer with business or professional associates, clients, or customers in the Owner's residence, or (d) the right of an Owner to receive normal deliveries, which shall be stored inside of the Home at all times. The Board will not approve commercial activities otherwise prohibited by this Article unless the Board determines that only normal residential activities would be observable outside of the residence and that the activities would not violate applicable local government ordinances.

4.4. **Landscaping.** Each Owner other than Declarant must obtain the ACC's prior approval of all landscaping plans before commencing installation or removal of any landscaping. Lawns must be neatly mowed, and trees and shrubs must be neatly trimmed. Prior to completion of the initial landscape installation, Owner shall control weeds and maintain the Lot in a clean and safe condition, free of debris or any hazardous condition. Initial landscape installation shall be completed prior to the first occupancy of a Home, or as soon as weather permits during winter months. Each Owner is responsible for irrigating and mowing all grass in and along road rights-of-way that border such Owner's Lot, including maintenance and replacement of landscaping and required trees in the public right-of-way. All trees located on common Lot lines shall be the joint responsibility of the adjoining Lot Owners.

4.5. **Excavation.** No excavation for stone, sand, gravel, earth or minerals shall be made upon a Lot unless such excavation is necessary in connection with the construction of an approved structure thereon. No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in or under a Lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon, in or under any Lot. No derrick or other structure design for use in boring for oil or nature gas shall be erected, maintained or permitted upon any Lot.

4.6. **Maintenance of Lots and Homes.** Each Owner must maintain the Owner's Lot and all Improvements thereon in a clean and attractive condition, in good repair, and in such fashion as not to create a fire hazard. Such maintenance includes, without limitation, maintenance of roofs, windows, doors, garage doors, walks, patios, chimneys, and other exterior Improvements and glass surfaces. All repainting or re-staining and exterior remodeling will be subject to prior review and approval by the ACC. The ACC may establish a roof maintenance schedule. Each Owner must repair damage caused to the Owner's Lot or Improvements located thereon by fire, flood, storm, earthquake, riot, vandalism, or other causes within a reasonable period.

4.7. **Rental of Homes.** An Owner may rent or lease the Owner's Home or a portion thereof, provided that the conditions listed in this section are met. Owners must provide the Association a copy of the lease; the names of each Occupant; address and phone number of the Owner; and any additional information as may be required by the Board. An Owner who assigns the right to use Common Elements, Limited Common Elements, and/or community amenities constructed for the use and enjoyment of the Members (e.g., the Community Lot) to the tenant(s) is prohibited from exercising those same Membership rights. The assignment of such rights from an Owner to a tenant shall only be in effect for the term of the lease, as may be modified, extended, and/or terminated.

4.7.1 A lease of a Lot or Home must:

4.7.1.1. Be in writing. The Owner and the tenant enter into a written rental or lease agreement specifying that (a) the tenant is subject to all provisions of the Governing Documents, and (b) a failure to comply with any provision of the Governing Documents constitutes a default under the rental or lease agreement; and

4.7.1.2. Provide Tenant a copy of the Governing Documents.

4.7.2 A failure to meet the requirements of this section, renders the lease voidable and any violation of the Governing Documents constitutes a default under the lease.

4.7.3 The Association shall have all rights and remedies for any violation under the Governing Documents provided under the Governing Documents and applicable law. Such rights and remedies may be enforced against the Owner and/or the Occupants, in the Association's sole discretion.

4.8. **Animals.** All Owners shall comply with Woodland Municipal Code (WMC) chapter 7.04, as amended from time to time. Household pets which do not unreasonably bother or constitute a nuisance to others may be kept on any Lot, provided such animals are not kept, bred, or maintained for any commercial purpose. No roosters, pit bulls, or other dangerous breeds of animals shall be owned or maintained on the Property. Dogs that bark consistently, the definition of which shall be determined by the Board, shall be deemed a nuisance. Owners whose pets cause any inconvenience or unpleasantness to other Owners must take all steps reasonably necessary to prevent recurrence thereof, and Owners whose pets damage other Owners' Lots or personal property must reimburse the other Owners for reasonable costs incurred by the other Owners in repairing the damage. No animal shall be permitted to roam unattended and all animals shall be kept on a leash when on the Property and outside of the Owner's Lot. Any animal droppings shall immediately be collected and disposed of by the animal Owner or attendant. An Owner may be required to remove a pet upon the receipt of the third notice in writing from the Board of a violation of any WMC, rule, regulation, or restriction governing pets within the Property. An Owner or Occupant may apply to the ACC for a reasonable accommodation of the restrictions provided under this paragraph, pursuant to the Fair Housing Act.

4.9. **Nuisance.** No noxious, harmful, or offensive activities may be carried out on the Property. Nor may anything be done or placed on the Property that interferes with or jeopardizes the enjoyment of, or that is a source of annoyance to, the Owner or other Occupants. All Lots shall be managed and maintained so as to prevent any accumulation of junk, emissions, construction, hazardous materials, and utilities. No unsightly articles shall be permitted to remain on any Lot so

as to be visible from any other portion of the Property. Vacant Lots are to be kept in clean natural state. No Owner may cause or permit noise or other nuisance upon any portion of the Property so as to be offensive or detrimental to the Property or to its occupants or to other property in the vicinity or to its occupants and any use of Property shall at all times be in accordance with applicable noise ordinances. In no instance will noise from residential heating and/or cooling equipment or pool equipment be considered a nuisance, provided such equipment has been installed and is operating in accordance with the manufacturer's specifications. No building materials of any kind shall be placed or stored on a Lot until the Owner of such Lot or such Owner's builder is ready and able to commence construction. The Association shall initially determine whether any given activity constitutes a nuisance and/or unreasonably interferes with the rights of other Owners. After notice to an Owner from the Association of such determination, the Association shall have the right, through its agents and employees, to enter upon any Lot, Common Element, or Limited Common Element to remove the nuisance and/or repair, maintain, and or/restore the Lot, Common Element, or Limited Common Element to Association standards. The Association and/or the Owners may also seek enforcement of their rights to be free of such nuisances in any manner authorized by applicable law.

4.10. Parking. Parking on the public streets is not allowed. Parking may be further regulated by the Association as provided in the Association Rules and Regulations. Boats, trailers, commercial vehicles, mobile homes, campers, and other recreational vehicles or equipment, regardless of weight, may be parked in a garage or on Lots, behind a sight-obscuring fence and/or gate.

4.11. Vehicles in Disrepair. No Owner may permit any vehicle that is in a state of disrepair or that is not currently licensed to be abandoned or to remain parked on the Common Elements, Limited Common Elements, or on any street on or adjacent to the Property at any time and may not permit them on a Lot for a period longer than 48 hours, unless it is inside a garage or concealed from view in a manner approved by the ACC. Vehicle maintenance will not be performed on any street, Common Element, or Limited Common Element. A vehicle will be deemed in a "state of disrepair" when the Board reasonably determines that its presence offends the occupants of the neighborhood. If an Owner fails to remove such a vehicle within five days following the date on which the Association mails or delivers to the Owner a notice directing the removal, the Association may have the vehicle removed from the Property and charge the expense of the removal to the Owner as a Reimbursement Assessment, which may be collected and enforced as any other Assessments imposed under the Governing Documents.

4.12. Signs. No sign of any kind shall be displayed to the public view without the approval of the ACC except: (1) such signs identifying Riverwalk, or informational signs, of customary and reasonable dimensions as prescribed by the ACC may be displayed on or from the Common Areas; (2) one (1) commercially manufactured sign of customary and reasonable dimensions as prescribed by the ACC as may be displayed by an Owner on or from a Lot advertising the residence for sale or lease; (3) one (1) commercially manufactured sign no larger than 18 inches by 18 inches in support of or in opposition to a candidate for office or a ballot measure, which may be displayed by an Owner one month prior to an election or voting period and must be removed within seven (7) days after the election or voting period has ended; (4) a customary "for sale" or "for lease" sign not more than eighteen inches by eighteen inches; and (5) any sign required by the County. No sign shall be placed on Common Area lots without the written approval of the ACC. Notwithstanding the foregoing, during the period of Declarant Control, Declarant is exempt from

any restrictions in this Section 4.12.

4.13. **Flags.** Owners shall be permitted to install one flagpole, the location and size to be approved by the ACC. Such flagpoles shall be installed in accordance with applicable zoning ordinances, easements, and setbacks of record. Notwithstanding the foregoing, during the period of Declarant Control, Declarant is exempt from any restrictions in this Section 4.13.

4.14. **Rubbish and Trash.** No rubbish or debris of any kind shall be placed or permitted to accumulate anywhere upon the Property, and no odor shall be permitted to arise therefrom so as to render the Property or any portion thereof unsanitary, unsightly, offensive, or detrimental to the Property or to its occupants, or to any other property in the vicinity thereof or to its occupants. All refuse, garbage and trash shall be kept at all times in covered, reasonably noiseless containers, which shall be kept and maintained within an enclosed structure appropriately screened from view, except when necessarily placed for pick-up by garbage removal services. No Lot or part of the Common Elements or Limited Common Elements may be used as a dumping ground for trash or rubbish of any kind. No incinerator may be maintained and no burning of any trash, refuse, or scrap of any kind may be permitted. Yard rakings, dirt, and other material resulting from landscaping work may not be dumped onto streets, the Common Elements, Limited Common Elements, or any other Lots. If an Owner fails to remove any trash, rubbish, garbage, yard rakings, or any similar materials from any Lot, street, Limited Common Element, or Common Element where deposited by the Owner or the Occupants of the Owner's Lot after notice has been given by the Board to the Owner, the Association may have the materials removed and charge the expense of the removal to the Owner. Such a charge will constitute a Reimbursement Assessment, which may be collected and enforced as any other Assessments imposed under the Governing Documents.

4.15. **Fences and Hedges.** All fencing will be reviewed and approved in advance by the ACC and shall be constructed in accordance with the Architectural Guidelines. All fences and walls shall be constructed and installed and maintained in good appearance and condition at the expense of the Owner of the Lot on which they are located. All damaged fencing and walls shall be repaired or replaced to original design, materials, and color within a reasonable time after said damage occurs. No fence, wall, hedge, high planting, obstruction, or barrier shall be allowed which would unreasonably interfere with the use and enjoyment of neighboring Lots and streets and shall not be allowed if the same constitute an undesirable, noxious or nuisance effect upon neighboring Building Lots. The Association shall have the authority, but shall not be obligated, to maintain the exterior side of any fencing that faces any Common Area or street. No gates opening to a Common Area, or between neighboring Lots shall be permitted. Lot Owners who benefit from fences or hedges that are Limited Common Elements shall coordinate, cooperate, and share equally in the expenses associated with maintaining such fences and hedges. Any dispute regarding fences and hedges that are Limited Common Elements may be resolved by the Association. No fences or boundary hedges may be installed or replaced without prior written approval of the ACC.

4.16. **Service Facilities.** Service facilities (garbage containers, fuel tanks, clotheslines, etc.) must be screened so that the facilities are not visible at any time from the street or a neighboring property. Except for hoses and the like which are reasonably required for normal lawn maintenance, all telephone, electrical, cable television, and other utility installations must be placed underground in conformance with applicable law and subject to approval by the ACC.

4.17. **Antennas and Satellite Dishes.** Except as otherwise permitted by law or this Article, no exterior antennas, satellite dishes, microwave, aerial, tower, or other devices for the

transmission or reception of television, radio, or other forms of sound or electromagnetic radiation may be erected, constructed, or placed on any Lot. The Board or ACC may adopt reasonable rules and regulations governing the installation, safety, placement, and screening of such antennas, satellite dishes, and other transmission devices to eliminate visibility of antennas and satellite dishes from the front of the Lot. Such rules may not unreasonably delay or increase the cost of installation, maintenance, or use or preclude reception of a signal of acceptable quality. Such rules may prohibit installation of exterior satellite dishes or antennas if signals of acceptable quality can be received by placing antennas inside a Home without causing an unreasonable delay or cost increase. The foregoing restriction and the authority of the ACC in this matter are subject to any regulations issued pursuant to the Federal Telecommunications Act of 1996 or by the Federal Communications Commission or any other applicable governmental authority.

4.18. Exterior Energy Devices. No energy production devices including, but not limited to, generators of any kind and Solar Systems, shall be constructed or maintained on any Lot without the prior written approval of the ACC, except for heat pumps or similar appliances shown on the plans approved by the ACC, or as otherwise permitted by applicable law. For purposes of this section, Solar Systems means a panel device or system or combination of panel devices or systems that relies on direct sunlight as an energy source, including a panel device or system or combination of panel devices or systems that collects sunlight for use in heating or cooling a structure or building; heating or pumping water; industrial, commercial, or agricultural processes; or generating electricity. The ACC may adopt reasonable rules and regulations governing the installation, safety, placement, and screening of Solar Systems in accordance with RCW 64.90. Owners may not install Solar Systems on or in a Common Element without prior approval of the ACC.

4.19. Exterior Lighting or Noise-Making Devices. Except with the consent of the ACC, no exterior lighting or noise-making devices, other than security and fire alarms, may be installed or maintained on any Lot. Exterior lighting is to be harmonious with building design and shall not be excessively bright. The use of shielded luminaries is encouraged. Exterior lighting located on the front of any garage shall be connected to photocell sensors that will automatically light such lights in the dark. No colored light bulbs shall be used except during holidays. Lighting shall be further subject to the requirements of City of Woodland and the Architectural Guidelines, as amended from time to time. Fireworks shall only be allowed in accordance with WMC chapter 14.28.

4.20. Grades, Slopes, and Drainage. There may be no interference with the established drainage patterns or systems over or through any Lot that affects any other Lot or Common Element, Limited Common Element, or any real property outside the Property unless adequate alternative provision is made for proper drainage and is approved by the ACC before any such work. The term "established drainage" means the drainage swales, conduits, inlets, and outlets designed and constructed by Declarant. Each Owner is responsible to keep irrigation water and rainwater from running into neighboring Lots. Excessive watering of Lots is prohibited.

4.21. Sewage Disposal Systems. No individual sewage disposal system shall be used on the Property. Each Owner shall connect the appropriate facilities on such Owner's Lot to the municipal sewer system extended to the Property and pay all charges assessed therewith.

4.22. Driveway and Roadway Construction Requirements. All access driveways shall be constructed in accordance with the Architectural Guidelines.

4.23. **Temporary Structures.** No structure of a temporary character, including but not limited to any trailer, basement, tent, shack, garage, barn, or other outbuilding, shall be placed upon any portion of the Property, except temporarily as may be required by construction activity undertaken on the Property. Such temporary structures may never be used as a residence, either temporarily or permanently.

4.24. **Damage or Destruction to Home or Lot.** If all or any portion of a Lot or Home is damaged by fire or other casualty, the Owner must either (a) restore the damaged Improvements or (b) remove all damaged Improvements, including foundations, and leave the Lot in a clean and safe condition. Any restoration proceeding under (a) in this Section 4.24 must be performed so that the Improvements are in substantially the same condition that they were before the damage, unless the Owner complies with the provisions of Article 6 to seek a change. If such restoration or removal is not commenced within one hundred eighty (180) days from the date of such damage or destruction, or if repair or reconstruction is commenced but then abandoned for a period of more than ninety (90) days, then the Association may impose a fine in accordance with then-existing Association Rules and Regulations. The Board shall be authorized to extend the foregoing timeframes for good cause, which may include circumstances beyond the Owners' control.

4.25. **Association Rules and Regulations.** The Board from time to time may adopt, modify, or revoke Rules and Regulations governing the conduct of persons and the operation and the peaceful and orderly use and enjoyment of the Property and the administration and operation of the Association. Subject to the Board's approval or consent, the ACC may adopt rules and regulations pertinent to its functions. The Board shall notify each Owner of its intent to adopt, amend, or repeal a Rule or Regulation and provide a copy of each amendment, modification, or revocation with a proposed date upon which the Board will act on it after considering comments from Owners. Every rule must be reasonable.

4.26. **Ordinances and Regulations.** The standards and restrictions set forth in this Article 4 are the minimum required. To the extent that local governmental ordinances and regulations are more restrictive or provide for a higher or different standard, the local governmental ordinances and regulations will prevail.

4.27. **No Hazardous or Illegal Activities.** No activities shall be conducted on the Property and no Improvements shall be constructed on the Property that are illegal, unsafe or hazardous to any Person or portion of the Property. Nothing shall be done or kept on the Property and/or on any Lot that will increase the rate of, or cancel, any insurance on any other portion of the Property. No blasting, mining, quarrying, drilling, boring, or exploring for or removing water, oil, gas, or other hydrocarbons, minerals, rocks, stones, sand, gravel, or earth shall be allowed on the Property. The foregoing shall not prohibit exploratory drilling or coring necessary to construct Improvements.

4.28. **Right of Maintenance and Entry by Association.** If an Owner fails to perform maintenance, repair, or both, that the Owner is obligated to perform under this Declaration, and if the Board determines, after notice, that the maintenance, repair, or both is necessary to preserve the attractiveness, quality, nature, value, or any combination thereof of the Property, the Board may cause the maintenance, repair, or both to be performed and may enter any Lot whenever entry is necessary in connection with the performance thereof. An Owner may request, and the Board will conduct, a hearing on the matter. The Owner's request must be in writing delivered within five days after receipt of the notice, and the hearing must be conducted within not less than five days

nor more than 20 days after the request for a hearing is received. Entry must be made with as little inconvenience to an Owner as practicable and only after advance written notice of not less than 48 hours, except in emergency situations. The costs of such maintenance, repair, or both are chargeable to the Owner of the Lot as a Reimbursement Assessment, which may be collected and enforced as any other Assessments authorized hereunder.

ARTICLE 5

COMMON ELEMENTS AND LIMITED COMMON ELEMENTS

5.1. **Common Elements.** Unless otherwise indicated, title to the Common Elements shall be and, to the extent not already transferred is hereby transferred to the Association at the time this Declaration is recorded. The Association shall maintain and manage the Common Elements for the benefit of all Owners.

5.1.1 Identification. The River Access Easement area and the areas identified as Tracts A, B, C, and D on the Plat and Map are Common Elements. Monuments and/or walls near the entrance(s) of Riverwalk are Common Elements. If the City does not accept dedication of the stormwater system facilitating drainage from impervious surfaces on the Property (the "Stormwater System"), then the Stormwater System is a Common Element. Notwithstanding anything to the contrary herein, the Declarant is not transferring title and hereby retains ownership of the River Access Easement.

5.1.2 Allocation. All Owners shall have an equal and undivided interest in and may share in the enjoyment of the Common Elements equally. The expenses associated with and rights to use the Common Elements are allocated among all Owners equally.

5.1.3 Reallocation. If Lots are added to or withdrawn from Riverwalk, each Lot's allocated interest in the Common Elements shall be reallocated to $1/x$, with "x" being the number of Lots remaining in Riverwalk. A vote of 67% of Owners, including the Owner(s) of the Lot(s) to which the limited common element will be assigned, is required to reallocate a common element as a limited common element.

5.2. **Limited Common Elements.** Title to the Limited Common Elements, if any, shall be and hereby is transferred to the Association at the time this Declaration is recorded. The Association shall maintain and manage the Limited Common Elements for the benefit of the benefitted Owners.

5.2.1 Identification. In Phase I, there are no Limited Common Elements.

5.2.2 Allocation. The Lots benefitted by the Limited Common Elements, as identified in Section 5.2 shall each have an equal and undivided interest in and may share in the enjoyment of the identified Limited Common Elements equally, with all other benefitted Lots. Limited Common Element expenses shall be charged against all Lots that benefit from the Limited Common Element, in an amount equal to the Lot's fractional interest in the Limited Common Element. For Limited Common Elements, a Lot's fractional interest shall be determined by the fraction $1/x$ in which "x" equals the total number of Lots benefitted by the Limited Common Element, as of the date of the Assessment.

5.2.3 **Reallocation.** If Lots are added to or withdrawn from Riverwalk, and such Lots are to be benefitted by a Limited Common Element, then allocated interest of each benefitted Lot in that Limited Common Element shall be reallocated to $1/x$, with "x" being the number of benefitted Lots. The Board must approve or disapprove an Owner's request to reallocate interests in the Limited Common Elements within thirty (30) days. A vote by 67% of the Owners, including the Owner of the Lot into which the limited common element will be incorporated, is required to incorporate a limited common element into an existing Lot.

5.3. **Use.** Use of the Common Elements and Limited Common Elements is subject to the provisions of the Governing Documents. Subject to any restrictions on use authorized in the Governing Documents, there must be no obstruction of any part of the Common Elements or Limited Common Elements. Nothing may be stored or kept in the Common Elements or Limited Common Elements without the prior written consent of the Board. No alterations or additions to the Common Elements or Limited Common Elements will be permitted without the prior written consent of the Board.

5.3.1 Tract A shall be kept clear of trees, fences, and any other obstruction of the sight clearance requirements at the intersection with Spruce Avenue.

5.3.2 Tracts B, C, and D along Lewis River Road shall be used for landscaping.

5.3.3 The River Access Easement shall be used for non-vehicular ingress and egress and open space access to the riverfront. Each Owner shall indemnify and hold the Association and Declarant harmless from and against any and all loss, costs, damages, injuries, claims, suits, liabilities, causes of action and expenses of any kind or nature (including reasonable attorneys' fees) arising out of, related to, or incurred by reason of any negligent or wrongful act or omission by the Owner, and/or its agents, employees, contractors or licensees in connection with the Owner's use of the River Access Easement. The Association shall maintain liability insurance related to the public's use of the River Access Easement, if any. Declarant and Association shall not incur any liability to anyone related to limiting or not limiting access to the River Access Easement.

5.4. **Maintenance.** The Association will be responsible for maintenance, repair, replacement, and upkeep of the Common Elements and Limited Common Elements, except as otherwise stated in this Declaration or where such maintenance is provided by private agreement, Cowlitz County, the City of Woodland, a government agency, or a utility company. The Association must keep the Common Elements and Limited Common Elements in good condition and repair, provide for all necessary services, and cause all acts to be done that may be necessary or proper to maintain the Common Elements and Limited Common Elements.

5.5. **Real Property Taxes.** The Association will be responsible for paying the real property taxes associated with the River Access Easement.

5.6. **Alterations.** Only the Declarant, prior to the Transition Meeting, or the Association may construct, reconstruct, or alter any Improvement located on the Common Elements and Limited Common Elements. A proposal for any construction, alteration, maintenance, or repair of any such Improvement may be made at any Board meeting. The Board may adopt, accept, modify, or reject such a proposal, subject to the limitations contained in the Bylaws and this Declaration, both as may be amended.

5.7. **Funding.** Expenditures for replacement or major repairs to an existing Improvement for which a reserve has been collected will be made from the Reserve Account. Regular maintenance, repair, real property taxes, and operating expenses will be funded by annual Assessments as provided in this Article 5 and Article 10. As provided in Article 10, the Board may levy a special Assessment to fund any construction, alteration, repair, or maintenance of an Improvement (or any portions of the Common Elements or Limited Common Elements) for which no reserve has been collected or for which the Reserve Account is insufficient to cover the cost of the proposed construction, alteration, repair, or maintenance.

5.8. **Landscaping.** All landscaping on the Common and Limited Common Elements must be maintained and cared for in a manner that is consistent with the ACC's original approval of the landscaping. The Association shall irrigate and mow all grass in and along road rights-of-way that encumber the Common Elements, including maintenance and replacement of landscaping and required trees in the public right-of-way. Weeds and diseased or dead lawn, trees, groundcover, or shrubs must be removed and replaced.

5.9. **Condemnation.** If all or any portion of the Common Elements or Limited Common Elements 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 Board will receive and expend the entire award in a manner that, in the Board's discretion, is in the best interest of the Association and the Owners. The Association must represent the interest of all Owners in any negotiations, suit, action, or settlement in connection with condemnation of all or any portion of the Common Elements or Limited Common Elements. If all or any portion of a Lot is taken by condemnation, that Lot's allocated interests in the Common Elements and Limited Common Elements, if any, shall be reapportioned in proportion to the reduction in the size of the unit, unless the eminent domain decree provides otherwise.

5.10. **Damage or Destruction.** If all or any portion of the Common Elements or Limited Common Elements is damaged or destroyed by the willful or negligent acts of an Owner or any of the Owner's guests, Occupants, tenants, licensees, agents, or members of the Owner's family, the Owner hereby authorizes the Association to repair the damage. The Association must 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. Reasonable costs incurred in connection with effecting the repairs may be charged against the Owner's Lot, after the Board provides the Owner notice and an opportunity to be heard, in accordance with the Bylaws. The amount assessed to the Owner shall be limited to the amount of the Association's insurance deductible and any expenses not covered by the Association's insurance policy(ies). Assessment

5.11. **Power of Association to Sell, Dedicate, or Transfer.** The Association may sell, dedicate, transfer, grant a security interest in, or grant an easement for installation and maintenance of utilities or for similar purposes with respect to, any portion of the Common Elements and Limited Common Elements.

5.12. **Boundary Adjustments.** Boundaries of Common Elements and/or Limited Common Elements may be adjusted upon approval from 67% of the affected Owners. For purposes of this section, "affected Owners" of a Common Element are all Lot Owners; "affected Owners" of a Limited Common Element are the Owners of the Lots that are benefited by the Limited Common Element.

ARTICLE 6 ARCHITECTURAL CONTROL COMMITTEE

6.1. **Committee Authority.** The ACC shall be a committee created by the Board of Directors. Members of the ACC, shall also be Members of the Association but are not required to be Directors. The ACC, from time to time and subject to the Board's approval or consent, may adopt architectural, construction, and design criteria, rules, regulations, and guidelines and aesthetic standards ("**ACC Guidelines**") for Riverwalk. The ACC Guidelines may contain different requirements for each phase of development. If the ACC establishes ACC Guidelines, the ACC will, from time to time and in its sole discretion, adopt and publish procedures for approval of applications and rules to enforce the ACC Guidelines, including a reasonable time within which the Association must act after an application is submitted and the consequences of a failure to act, that supplement the provisions provided in this Article and in the Bylaws.

6.2. **Minimum Standards.** This Article's purpose is to ensure quality of workmanship and materials and harmony between exterior design and the existing Improvements and landscaping and between location and topography and finished-grade elevations. The ACC is not responsible for determining compliance with structural and building codes, solar ordinances, zoning codes, or other governmental regulations, all of which are the applicant's responsibility. All utilities are to be located outside of the sidewalk section and shall be underground where possible. **The ACC reserves the right to require architectural alterations or enhancements to a proposed design at its discretion in order to preserve the upscale nature of the community.**

6.3. **Approval Required First.** No Improvement may be commenced, erected, placed, or materially 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 ACC.

6.4. **Appointment and Removal.** The ACC will consist of no fewer than three members and no more than five members, and at least two members shall be Board members, with exclusive voting power for the Board. Members of the ACC, who shall also be Members of the Association but are not required to be Directors. Each ACC member will serve for one year. Declarant reserves the right to appoint all members of the ACC and all replacements thereto until Riverwalk is one hundred percent (100%) built out. After build-out, Declarant will assign to the Board the right to appoint and remove members of the ACC. After build-out, Declarant will assign to the Board the right to appoint and remove members of the ACC. Board members and persons who are not Owners but who have special expertise regarding the matters that come before the ACC may serve as all or some of the ACC's members. The Board may appoint itself as the ACC or may appoint any of its members to the ACC. If an ACC has not been appointed, the Board will serve as the ACC.

6.5. **Declarant and Successor Exempt from ACC.** During the period of Declarant Control, the Declarant and its successor to all the unsold Lots are exempt from the requirement to submit to and have plans approved by the ACC.

6.6. **ACC Representative.** During the period of Declarant Control, the ACC may appoint in writing one (1) of its members to act as its designated representative (the "**Committee Representative**"). The Committee Representative may be delegated all duties and obligations of the ACC. In the event a Committee Representative is appointed, it is intended that the ACC shall look to the Committee Representative to perform all functions of the ACC; provided, however, the

ACC shall make all final determinations and decisions regarding all duties and obligations of the ACC. Any action or decision made by a majority of the members of the ACC shall be a binding decision of the entire ACC.

6.7. **Conditions of Approval.** The ACC may condition its approval of proposals or plans and specifications upon such changes therein as it deems appropriate, or upon the agreement of the Owner submitting the same ("**Applicant**") to grant appropriate easements to an Association for the maintenance thereof, upon the agreement of the Applicant to reimburse the Association for the cost of maintenance, or upon all three, and may require submission of additional plans and specifications or other information before approving or disapproving material submitted.

6.8. **Committee Rules; Fees.** The ACC may establish, from time to time, rules and/or guidelines setting forth procedures for the required content of the applications and plans submitted for approval. Such rules may require a fee to accompany each application for approval, or additional factors which it will take into consideration in reviewing submissions. The ACC shall determine the amount of such fee in a reasonable manner. Such fees shall be used to defray the costs and expenses of the ACC or for such other purposes as established by the Board.

6.9. **Non-Liability of ACC Members.** Neither the ACC nor any member thereof, nor its duly authorized ACC representative, shall be liable to the Association, or to any Owner or Grantee for any loss, damage or injury arising out of or in any way connected with the performance of the ACC's duties hereunder, provided such person has, upon the basis of such information as may be possessed by him, acted in good faith without willful or intentional misconduct. The ACC shall review and approve or disapprove all plans submitted to it for any proposed Improvement, alteration or addition, solely on the basis of aesthetic considerations and the overall benefit or detriment, which would result in the immediate vicinity and to the Property generally. The ACC shall take into consideration the aesthetic aspects of the architectural designs, placement of building, landscaping, color schemes, exterior finishes and materials and similar features, but shall not be responsible for reviewing, nor shall its approval of any plan or design imply structural safety or conformance with building or safety codes, or any other requirements of any government or agency having jurisdiction.

6.10. **Variances.** The ACC may authorize variances from compliance with any of the architectural provisions of this Declaration, including restrictions upon height, size, floor area or placement of structures, or similar restrictions, when circumstances such as topography, natural obstructions, hardship, aesthetic or environmental considerations may require. Such variances must be evidenced in writing, must be signed by at least two (2) members of the ACC, and shall become effective upon recordation. If such variances are granted, no violation of the restrictions contained in this Declaration shall be deemed to have occurred with respect to the matter for which the variance was granted. The granting of such a variance shall not operate to waive any of the terms and provisions of this Declaration for any purpose except as to the particular property and particular provision hereof covered by the variance, nor shall it affect in any way the Owner's obligation to comply with all governmental laws and regulations affecting his use of the premises, including but not limited to zoning ordinances and Lot set-back lines or requirements imposed by any governmental or municipal authority.

6.11. **Enforcement.** Any Improvement placed or made in violation of this Article shall be deemed to be nonconforming. Upon written request from the Board or ACC, such offending Owner shall, at such Owner's own cost and expense, remove such Improvement AND restore the

Lot to substantially the same condition as existed prior to the nonconforming work. Should an Owner fail to remove and restore as required, the Board or its designees shall have the right to enter the Lot, remove the violation, and restore the Lot to substantially the same condition as previously existed. All costs, together with the interest at the maximum rate then allowed by law, may be assessed against the Lot and collected as a Limited Assessment. The ACC may decline to approve any proposed architectural, construction, or landscaping work on the Property that involves or is to be performed by any contractor, subcontractor, agent, employee, or other invitee of an Owner who fails to comply with the terms and provisions of the Declaration and the Architectural Guidelines. In addition to the foregoing, the Association shall have the authority and standing to pursue all legal and equitable remedies available to enforce the provisions of the Declaration and the decisions of the ACC.

ARTICLE 7 MEMBERSHIP IN THE ASSOCIATION

7.1. **Members.** Each Lot Owner is a member of the Association. Membership in the Association is 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 acknowledgment, Occupants and Owners will be governed and controlled by the Governing Documents and any amendments thereto.

7.2. **Voting Rights.** Each Owner, including Declarant, is entitled to one vote for each Lot owned with respect to all matters on which Owners are entitled to vote. The total number of votes will be equal to the total number of Lots subject to this Declaration. When more than one person or entity owns a Lot, the vote for the Lot may be cast as they collectively determine, but only one vote per Lot shall be cast. In no event will fractional voting be allowed. Fractional or split votes will be disregarded, except for purposes of determining a quorum.

7.3. **Procedure.** All meetings of the Association, the Board, the ACC, and other Association committees will be conducted with such rules of order as may from time to time be adopted by the Board. Unless other rules of order are adopted by a resolution of the Board, Robert's Rules of Order published by the Robert's Rules Association will apply. Notwithstanding which rules of order are adopted, the President will 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.

ARTICLE 8 DECLARANT CONTROL

8.1. **Declarant-Controlled Board and Officers.** Notwithstanding anything to the contrary in this Declaration or the Bylaws, Declarant hereby reserves administrative control of the Association prior to the Transition Meeting. Subject to the sub-paragraphs of this section 8.1, during the period of Declarant Control, Declarant, in its sole discretion, has the right to appoint and remove members of the Board. This Declarant-controlled Board will manage the affairs of the Association and be vested with all powers and rights of the Board until the Transition Meeting (as hereinafter defined). The Declarant-controlled Board will elect officers. During the period of Declarant Control, the Board must meet at least two times a year and at least one of those meetings must be held at the Property or a place convenient to the Property.

8.1.1 No later than sixty days after conveyance of twenty-five percent of the anticipated Lots to owners other than Declarant, at least one member of the Board, constituting at least twenty-five percent of the total number of Board members, must be elected by owners other than Declarant.

8.1.2 No later than sixty days after conveyance of fifty percent of the anticipated Lots to Owners other than Declarant, at least thirty-three and one third percent of the total number of Board members must be elected by owners other than Declarant.

8.2. **No Other Recordation.** During the period of Declarant Control, no Person shall record any declaration of covenants, conditions and restrictions, or declaration of condominium or similar instrument affecting any portion of the Property without Declarant's review and written consent, which consent may be withheld by Declarant in its sole and absolute discretion. Any attempted recordation without such consent shall result in such instrument being void and of no force and effect unless subsequently approved by recorded consent signed by Declarant.

8.3. **Voluntarily Surrender.** If Declarant voluntarily surrenders the right to appoint and remove officers and board members, Declarant may require specified actions of the Association or Board to be approved by Declarant before they become effective.

8.3.1 Any such requirement shall be described in a recorded amendment to the Declaration, executed by Declarant.

8.3.2 Declarant's failure to veto or approve such proposed action within thirty days after receipt of written notice of the proposed action shall be deemed approval by Declarant.

8.4. **Transition Meeting.**

8.4.1 Declarant must call a meeting for the purposes of turning over administrative control of the Association from Declarant to the other Association members within 90 days after the earlier of the following dates:

- 8.4.1.1. Ten years after the date on which this Declaration is recorded;
- 8.4.1.2. Sixty days after conveyance of seventy-five percent of the units that may be created to Owners other than Declarant;
- 8.4.1.3. Two years after the last conveyance of a Lot, except to a dealer;
- 8.4.1.4. Two years after any right to add new Lots was last exercised; or
- 8.4.1.5. The day Declarant records an amendment to the Declaration surrendering all rights to appoint and remove officers and board members.

8.4.2 Notice. Declarant must give notice of the Transition Meeting to each Owner as provided in the Bylaws. If Declarant does not call the Transition Meeting required under this Section 8.4.2, any Owner may do so.

8.4.3 Election. At the Transition Meeting, the Owners must elect a board in accordance with RCW 64.90.410(2).

8.4.4 Transfer. Delivery of the required documents and transfer of Association Property shall occur no later than thirty days after the Transition Meeting and in accordance with RCW 64.90.420 and .425. On the date of the Transition Meeting, if not accomplished sooner, any

real estate that was subject to development rights shall remain property of the Declarant or the Declarant's successor in interest, subject to future development upon obtaining approval of the ACC.

8.5. **Post-Transition Board Members and Officers.** Effective as of the date of the Transition Meeting, at least a majority of the Board members must be Owners other than the Declarant. After the Transition Meeting, the Declarant may only appoint or elect a person or itself as a voting, *ex officio* or nonvoting board member, by submitting a vote as an Owner. All Board meetings must be at the Property or at a place convenient to the Property unless the Owners amend the Bylaws to vary the location for meetings. Notwithstanding the above, the appointment of ACC membership and control shall be accomplished in accordance with Section 6.4.

ARTICLE 9 SPECIAL DECLARANT RIGHTS

9.1. **General.** Declarant is undertaking the work of developing Lots and other Improvements within Riverwalk. 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, and the Transition Meeting described in Article 8 has occurred, Declarant has and reserves the Special Declarant Rights set forth in RCW 64.90.010(51); Sections 3.4.4, 6.4, and 8.1, of this Declaration; and this Article 9.

9.2. **Development Rights.** Declarant reserves the right to complete any Improvements indicated on the Plat and Map or described in this Declaration or Riverwalk' public offering statement. Notwithstanding anything to the contrary in this Declaration, Declarant reserves the right to exercise any development right, including but not limited to the right to add real estate or Improvements to Riverwalk; create Lots, common elements, or limited common elements; subdivide or combine Lots; build duplexes, triplexes, and up to two (2) ADUs per Lot; convert Lots into common elements; withdraw real estate from Riverwalk; and/or reallocate limited common elements with respect to Lots that have not been conveyed by Declarant. Declarant reserves the right to create additional Lots and build additional Homes as specified in this Article 9.

9.3. **Additional Real Estate.** Declarant reserves the right to add the real estate identified as "conceptual" in Exhibit B and as legally described and specified in Exhibit C to this Declaration, as well as unspecified real estate to Riverwalk by amending the Declaration at any time during the period specified in Section 9.7. The amount of unspecified real estate added to Riverwalk may not exceed ten percent of the total real estate described in Exhibit A plus the additional, specified real estate identified in Exhibit C to this Declaration. Declarant reserves the right to add phase(s) of development to Riverwalk during the period of Declarant Control by amending the Declaration and may petition the Board to add phase(s) of development to Riverwalk after the period of Declarant Control.

9.3.1 Additional Lots and Homes. Declarant reserves the right to complete any Improvements indicated on the Plat and Map or described in this Declaration or the public offering statement. Declarant reserves the right to exercise any development right and create additional Lots and Homes on the Property, not to exceed the total number of Lots and total number of Homes specified in the Table of Lots and Homes at Exhibit B. Declarant does not agree to build any Improvements not described in this Declaration. **No assurances are being made regarding the**

boundaries of any Lots, phases of development, order of development, or the timing of any development.

9.3.2 Merge or Consolidate. Declarant reserves the right to merge or consolidate Riverwalk with another miscellaneous or plat community.

9.3.3 Inferences from Action or Inaction. The exercise of any development right does not trigger or require the exercise of any other development right. No assurances are being made that any future development will, in fact, occur. When all development rights have been exercised or such development rights have expired, then real estate that was subject to such development rights shall remain property of the Declarant or the Declarant's successor in interest, subject to future development upon obtaining approval of the ACC.

9.4. **Marketing Rights.** Notwithstanding anything to the contrary in this Declaration, Declarant has the right to maintain one or more sales office(s), management office(s), and model(s) on one or more of the Lots that Declarant owns. Declarant and prospective purchasers and their agents have the right to use and occupy the sales office and models during reasonable hours any day of the week. Declarant may maintain a reasonable number of "For Sale" signs at reasonable locations on the Property, including, without limitation, on the Common Elements and Limited Common Elements.

9.5. **Declarant Easements.** Declarant reserves easements over the Property as more fully described in Article 3.

9.6. **Association Board, Meetings, Committees, and Records.** Declarant reserves the right to appoint or remove any officer or board member of the Association or any Master Association or veto or approve a proposed action of any board or association. Declarant reserves the right to attend meetings of the Owners and, except during an executive session in which Declarant would otherwise be excluded, meetings of the Board. Declarant reserves the right to appoint all members of the ACC and all replacements thereto until Riverwalk is one hundred percent (100%) built out or the expiration of Special Declarant Rights, whichever occurs first. Declarant reserves the right to establish other committees of the Association during the period of Declarant Control. Declarant reserves the right to access the records of the Association to the same extent as an Owner.

9.7. **Expiration.** Declarant's Special Rights shall expire twenty (20) years after the Declaration is recorded and/or the day Declarant records an amendment to the Declaration surrendering all Special Declarant Rights, whichever occurs first. Declarant remains liable for expenses associated with real estate subject to a development right when those development rights expire.

9.8. **Transfer.** Transfer or Extinguishment of Special Declarant Rights shall be accomplished in accordance with RCW 64.90.425.

ARTICLE 10 FUNDS AND ASSESSMENTS

10.1. **Purpose of Assessments; Expenses.** Assessments include all sums chargeable by the Association against a Lot, including but not limited to fines or fees levied or imposed by the Association, interest and late charges on any delinquent account, and all costs of collection incurred by the Association in connection with the collection of a delinquent Owner's account, including

reasonable attorneys' fees. Assessments levied by the Association will be used exclusively to promote the recreation, health, safety, aesthetics, and welfare of the Owners and Occupants of Riverwalk, for the Improvement, operation, and maintenance of the Association, for the administration and operation of the Association, and for property and liability insurance.

10.2. Basis and Allocation of Annual Assessment. Expenses associated with the operation, maintenance, repair, and replacement of a Common Element that Owners have a right to use and expenses associated with the operation of the Association must be paid by the Association as a common expense. Such expenses that regularly occur shall be Regular Assessments; those that occur only occasionally or for specific purposes shall be Special Assessments. Regular Assessments shall be budgeted in accordance with RCW chapter 64.90 and charged as the Annual Assessment. Special Assessments shall be included in the Annual Assessment to the extent reasonably feasible.

10.2.1 Except for Limited Common Element expenses, the total amount in the budget will be charged against all Lots in an amount equal to the Lot's fractional interest in the Association as an annual Assessment. A Lot's fractional interest shall be determined by the fraction $1/x$ in which "x" equals the total number of Lots created on the Property, as of the date of the Assessment.

10.2.2 Limited Common Element expenses shall be charged against all Lots that benefit from the Limited Common Element, in an amount equal to the Lot's fractional interest in the Limited Common Element. For Limited Common Elements, a Lot's fractional interest shall be determined by the fraction $1/x$ in which "x" equals the total number of Lots benefitted by the Limited Common Element, as of the date of the Assessment.

10.2.3 The Board may adjust common expense liability for the costs of insurance in proportion to risk and the costs of Common Element utilities in proportion to Owners' respective usage of those utilities as those common expenses are incurred and such risk and usage imbalances are identified.

10.2.4 Any other common expense benefiting fewer than all of the Lots must be assessed exclusively against the Lots benefitted.

10.3. Limited Assessments. Limited Assessments are charged against a Lot for the Lot Owner's specific actions or inactions. These Assessments are not included in the annual budget. Some Limited Assessments require notice and an opportunity to be heard, as outlined in RCW chapter 64.90 and the Governing Documents.

10.4. Covenants to Pay. Declarant and each Owner covenant and agree to pay the Association the Assessments and any additional charges levied under the Governing Documents.

10.5. Management of Funds.

10.5.1 Funds Held in Trust. The Assessments collected by the Association will be held by the Association for and on behalf of each Owner and may be used solely as set forth in Section 10.1. Upon the sale or transfer of any Lot, the Owner's interest in such funds will be deemed automatically transferred to the successor in interest to the Owner.

10.5.2 Offsets. No offsets against any Assessment will be permitted for any reason, including, without limitation, any claim that the Association is not properly discharging its duties.

10.5.3 Right to Profits. Association profits and any surplus funds of the Association remaining after the payment of or provision for common expenses and any prepayment of reserves, if any, will be the property of the Association and will be contributed to the Current Operating Account.

10.6. Accounts.

10.6.1 Types of Accounts. Assessments collected by the Association will be deposited into at least two separate accounts with a bank, which accounts will be clearly designated as (a) the Current Operating Account and (b) if applicable, the Reserve Account. The Board must deposit those portions of the assessments collected for current maintenance and operation into the Current Operating Account and must deposit those portions of the assessments collected as reserves for replacement and deferred maintenance of capital improvements into any Reserve Account. In its books and records, the Association must account separately for operating expenses relating to the Common Area as well as for necessary reserves relating to the Common Area and necessary reserves relating to all other matters.

10.6.2 Reserve Account. Unless Declarant or the Board of Directors determines that (a) the cost of a reserve study will exceed ten percent (10%) of the Association's annual budget, or (b) the Association has only "nominal reserve costs" (as defined in RCW 64.90.010(34) as now or hereafter amended), a Reserve Account shall be established and administered in accordance with the requirements of RCW 64.90.535 *et. seq.* and as more fully described in the Bylaws.

10.7. **Commencement of Assessments.** The amount and date of commencement of the initial annual Assessment, including the Assessment of reserves, if any, for each phase will be determined by Declarant. Once Assessments begin in a particular phase, all Lots will be assessed in accordance with Section 10.2, including Lots owned by the Declarant, affiliates of the Declarant, or Declarant's successor in interest. Declarant may delay commencement of Assessments for Lots that may be added pursuant to reserve development rights until those Lots are, in fact, added by amendment to this Declaration. Declarant must pay all common expenses of the Association until the Lots are assessed for common expenses. Declarant is responsible for all expenses in connection with real estate subject to development rights.

10.8. **Working Capital.** Upon closing of the first sale of each Lot, or the first occupancy of a Lot (whichever occurs first), the Association may assess and collect a working capital contribution from the Lot owner/tenant in the amount established by the Board, not to exceed \$250.00. This working capital contribution may be collected prior to common Assessments. This contribution may not be used to defray expenses of the Declarant.

10.9. **Other Fees and Assessments.** The Board may establish a transfer fee and charge such other special Assessments as may be required in the best interests of the Association, in accordance with the Bylaws.

10.10. **Borrowing.** The Board may borrow funds in its discretion. If the loan is to be secured by an assignment of the Association's right to receive future income, the Board must provide notice to all Owners and call a meeting at which the Owners may ratify or nullify the proposed borrowing. At the meeting, whether or not a quorum is present, the Owners holding two-thirds of the votes in the Association may reject the proposal to borrow funds.

ARTICLE 11 GENERAL PROVISIONS

11.1. **Records.** The Board must preserve and maintain minutes of the meetings of the Association, the Board, and any committees. The Board must also keep detailed and accurate financial records, including a budget, individual Assessment accounts of Owners, the balance sheet, and income and expense statements, and other appropriate accounting records within the last seven years. The Board must preserve and maintain all other records required by RCW 64.90.495, as amended from time to time. All such records, collectively, shall be considered "Association records." Individual Assessment accounts must 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 on the account, and the balance due on the Assessments. Association records must be maintained in the State of Washington and must be reasonably available for review and copying by the Owners, holders of mortgages on the Lots or Homes, and their respective authorized agents. The Association may impose a reasonable charge for providing copies and for supervising an inspection of Association records.

11.2. **Indemnification of Directors, Officers, Employees, and Agents.** 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 the person 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 attorney fees), judgments, fines, and amounts paid in settlement actually and reasonably incurred by the person in connection with the suit, action, or proceeding if the person acted in good faith and in a manner that the person 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 that the person's conduct was unlawful. The termination of any action, suit, or proceeding by judgment, order, settlement, conviction, or plea of nolo contendere or its equivalent, will not of itself create a presumption that a person did not act in good faith and in a manner that the person 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 that the person's conduct was unlawful. Payment under this clause may be made during the pendency of the claim, action, suit, or proceeding as and when incurred, subject only to the right of the Association to reimbursement of the payment from the person, should it be proven later that the person had no right to the payments. All persons who are ultimately held liable for their actions on behalf of the Association as a Director, officer, employee, or agent will 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 that created the liability.

11.3. **Recitals.** The Recitals of this Declaration set forth above, are incorporated into this Declaration, as if set forth fully herein.

11.4. **Enforcement.** The Association, the Owners, and any mortgagee holding an interest in a Lot have the right to enforce all 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.

11.4.1 Violation of Law. Any violation of any state, municipal or local law, ordinance or regulation pertaining to the ownership, occupation or use of any property within the Property is hereby declared to be a violation of this Declaration and subject to any or all of the enforcement procedures set forth in this Declaration and any or all enforcement procedures in law and equity.

11.4.2 Liens. The Association shall have such liens as may be allowed or provided by RCW chapter 64.90 and any such additional collection remedies as may be permitted by law.

11.4.3 Dispute Resolution. All Owners agree to encourage the amicable resolution of disputes within the Property. Accordingly, all claims, grievances, or disputes by any Owner arising out of or relating to the interpretation, application, or enforcement of the Governing Documents, or the rights, obligations, and duties of any Owner (collectively, the "Claims"), shall be subject to the provisions of this Section 11.4.3 and Section 11.4.4

11.4.4 Mandatory Procedures. Any Owner having a Claim (a "Claimant") shall not file suit in any court or initiate any proceeding before any administrative tribunal seeking redress or resolution of such Claim until Claimant has: first, made every reasonable effort to meet in person and confer for the purpose of resolving the Claim by good faith negotiation; and, second, if the parties do not resolve the Claim through negotiation, Claimant shall submit the Claim to mediation. If the good-faith results of negotiation and mediation are unsatisfactory, either party shall then be authorized to seek any remedy at law or in equity.

11.4.5 Costs of Resolving Claims. The Owner shall bear all of its own costs incurred prior to and during the proceedings described in Sections 11.4.3 and 11.4.4, including fees of attorneys or other representatives. Each party shall share equally all charges in connection with mediator(s).

11.4.6 Attorneys' Fees. If a lawsuit is commenced to enforce the terms and provisions of this Declaration (including without limitations, suit or action for the collection of Assessments), the prevailing party will be entitled to its actual administrative costs incurred because of a matter or event that is the subject of the suit or action, attorney fees and costs in the suit or action to be fixed by the trial court, and in the event of an appeal, the cost of the appeal, together with reasonable attorney fees, to be set by the appellate court. In addition, the prevailing party will be entitled to its reasonable attorney fees and costs incurred in any enforcement activity or to collect delinquent Assessments, together with the prevailing party's actual administrative costs, in the event a dispute is not resolved in accordance with Sections 11.4.3 and 11.4.4.

11.4.7 No Waiver. The Board may use its sole discretion to determine whether to pursue a violation of the Project Documents. Failure by either the Association or any Owner or mortgagee to enforce any covenant, condition, or restriction contained herein will in no event be deemed a waiver of their right to do so thereafter.

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

11.6. **Rights and Obligations of Mortgagees Relating to Maintenance.** The record holder of any Mortgage on any Lot who becomes the record Owner of such Lot through foreclosure, judicial sale, deed-in-lieu of foreclosure, or by any other legal means, shall be considered an Owner for purposes of this Declaration and shall have all the rights and obligations of Owners hereunder.

11.7. **Use of Trade Name.** Each Owner, by acceptance of a deed for such Owner's Lot, shall be deemed to acknowledge that "Riverwalk" is or may become a service mark, trade name, and/or trademark of Declarant or its licensees, and to covenant that any such Owner shall not use the term "Riverwalk" without the prior written permission of Declarant. Declarant grants to the Association a revocable, non-exclusive license to use the name "Riverwalk" for the sole purpose of identifying the Association.

11.8. **Duration.** The easements created hereunder shall be perpetual, subject only to extinguishment by the holders of such easements as provided by law. The covenants, conditions, and restrictions of this Declaration run with and bind the land for a term of 35 years from the date of this Declaration being recorded, after which time they will be automatically extended for successive periods of 10 years, unless rescinded by a vote of at least seventy-five percent (75%) of the Owners and ninety percent (90%) of the first mortgagees.

11.9. **Amendment.**

11.9.1 Direct Amendment Rights. Declarant may unilaterally amend this Declaration to reallocate Limited Common Elements, exercise development rights, and to surrender all rights in accordance with RCW 64.90.240(2), .245(12), .250, and .415(2)(d), as amended from time to time. The Association may amend this Declaration to address issues created by an eminent domain action, to accommodate boundary line adjustments between Lots, and to subdivide and combine Lots in accordance with RCW 64.80.030, .240(3), .260(1), and .265(2). Owners may amend this Declaration to reallocate Limited Common Elements, adjust boundaries between units, and combine units, in accordance with RCW 64.90.240(2), .260(1), and .265(2).

11.9.2 Declarant Rights Amendments.

11.9.2.1. A provision in the Declaration that provides rights exclusively to the Declarant or creates Special Declarant Rights that have not expired may not be amended without the consent of Declarant.

11.9.2.2. Declarant may amend the Declaration at any time during the period specified in Article 9 to add additional real estate to the Subdivision without describing the location of that real estate in the original Declaration. The amount of real estate added to the community pursuant to this Article may not exceed ten percent of the real estate described in Exhibit A together with any real estate that is described in Exhibit C to this Declaration. The Declarant may not increase the number of units in the community beyond the number stated in Exhibit B.

11.9.2.3. Persons entitled to cast at least eighty percent of the votes in the Association, including eighty percent of the votes allocated to Owners other than the Declarant, may agree to extend the time limits specified in the Declaration to exercise reserved development rights and may create additional development rights. Such an agreement is effective thirty days after an amendment to the Declaration reflecting the terms of the agreement is recorded, unless all persons holding the affected Special Declarant Rights, or security interests in those rights, record a written objection within the thirty-day period. In that case, the amendment is void. If the persons holding the affected Special Declarant Rights or security interests in those rights records a consent at the time the amendment is recorded, then the amendment is effective when recorded.

11.9.3 Amendment Rights with Notice.

11.9.3.1. Upon giving thirty-day notice to Owners, Declarant may amend the Declaration and other Governing Documents to correct mathematical mistakes, inconsistencies, or scrivener's errors or to clarify ambiguities with respect to objectively verifiable facts. Any such amendment may not materially reduce the obligations of Declarant if the mistake, inconsistency, error, or ambiguity had not occurred.

11.9.3.2. Upon thirty-day notice to Owners, the Association may, upon a vote of two-thirds of the Board, amend the Declaration to:

11.9.3.2.1. Correct the governing documents as provided in Section 11.9.3.1 above,

11.9.3.2.2. Remove language forbidding or restricting rights of individuals based on race, creed, color, sex, national origin; those with sensory, mental or physical disabilities; families with children; or any other legally protected classification; from the Declaration;

11.9.3.2.3. Remove language that purports to limit the power of the Association to deal with the Declarant beyond the limit authorized in RCW 64.90.405(1)(u); and

11.9.3.2.4. Remove and otherwise amend any other language that purports to limit the rights of the Association or Owners in direct conflict with RCW chapter 64.90.

11.9.4 All Other Amendments. In all other respects, this Declaration may be amended only by the affirmative vote or written consent, or any combination thereof, of Members representing seventy-five percent (75%) of the total vote of the Association.

11.9.5 Except as expressly allowed by RCW chapter 64.90 and this Declaration, an amendment may not create or increase Special Declarant Rights, increase the number of Lots, change the boundaries of any Lot, or change the allocated interests of a Lot without the consent of Owners to which at least ninety percent of the votes in the Association are allocated, including the consent of the Owner affected by the amendment.

11.9.6 Any amendment must be executed and certified as provided by law and must be recorded with the Auditor of Cowlitz County, Washington. No amendment of this Declaration will affect an amendment of the Bylaws or Articles without complying with the provisions of those documents, RCW chapter 64.90, and the Washington Nonprofit Corporation Act.

11.9.7 In the absence of fraud, no action to challenge the validity of an amendment may be brought more than one year after the amendment is recorded.

11.10. Owner Consent. If an Owner consents to any amendment to this Declaration or the Bylaws, it will be conclusively presumed that such Owner has the authority to consent and no contrary provision in any Mortgage or contract between the Owner and a third party will affect the validity of such amendment.

11.11. Resolution of Document Conflicts. In the event of a conflict among any of the provisions in the documents governing Riverwalk, the conflict must be resolved by looking to the following documents in the order shown below:

1. Declaration;
2. Articles;
3. Bylaws;
4. Rules and Regulations.

11.12. Dissolution or Termination. The Association and common interest community may be terminated by a vote of ninety percent (90%) of voters. A termination agreement may not require the sale of any Lot. Upon dissolution of the Association, any real estate owned by the Association vests in the Owners in the proportion set forth in RCW chapter 64.90.

[signatures begin on next page]

IN WITNESS WHEREOF, Declarant has executed this instrument this 11 day of MARCH, 2024.

SARKELA 10, LLC

By: [Signature] manager
Name: Rodney Sarkela
Its: Manager

ACKNOWLEDGMENT

Florida
STATE OF ~~WASHINGTON~~)
County of Palm Beach) ss.

On this 11 day of March, 2024, before me, the undersigned, a Notary Public in and for said state, personally appeared Rodney Sarkela known or identified to me to be the manager of SARKELA 10, LLC, the limited liability company that executed the within and foregoing instrument, or the person who executed the instrument on behalf of said limited liability company, and acknowledged to me that such limited liability company executed the same.

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

[Signature]
Notary Public for ~~Washington~~ Florida
Residing at 2433 Quantum Blvd Brighton Beach
My commission expires: 11-20-27 FL-33426



Jennifer Gresh
Comm.: HH 446840
Expires: Nov. 23, 2027
Notary Public - State of Florida

EXHIBIT A

PERIMETER DESCRIPTION – PHASE I

October 16, 2023

A parcel of property situated in the Joseph Eaton Donation Land Claim in the Southeast quarter of Section 7, the Southwest quarter of Section 8, and the Northeast quarter of Section 18, all in Township 5 North, Range 1 East of the Willamette Meridian in Cowlitz County, Washington described as follows:

BEGINNING at the Northeast corner of Lot 1 of that Boundary Line Adjustment survey recorded under AF# 3590525 in Volume 37, at Pages 73 and 74, records of Cowlitz County, Washington;

THENCE South $07^{\circ} 10' 05''$ West, along the East line of said Lot 1, a distance of 155.00 feet;

THENCE North $82^{\circ} 49' 55''$ West, a distance of 32.85 feet;

THENCE South $16^{\circ} 43' 06''$ West, a distance of 329.77 feet;

THENCE South $43^{\circ} 37' 35''$ East, a distance of 21.99 feet to a 48.50 foot radius non-tangent curve to the left;

THENCE along said 48.50 foot radius non-tangent curve to the left, (the long chord of which bears South $25^{\circ} 05' 34''$ West, a distance of 35.20 feet), an arc distance of 36.03 feet to a 24.00 foot radius curve to the right;

THENCE along said 24.00 foot radius curve to the right, through a central angle of $59^{\circ} 15' 24''$, an arc distance of 24.82 feet;

THENCE South $04^{\circ} 52' 19''$ West, a distance of 54.11 feet to a 85.00 foot radius non-tangent curve to the right;

THENCE along said 85.00 foot radius non-tangent curve to the right, (the long chord of which bears North 83° 53' 25" West, a distance of 3.14 feet), an arc distance of 3.14 feet;

THENCE North 82° 49' 55" West, a distance of 69.26 feet to a 129.00 foot radius curve to the right;

THENCE along said 129.00 foot radius curve to the right, through a central angle of 25° 21' 56", an arc distance of 57.11 feet;

THENCE North 57° 28' 00" West, a distance of 16.61 feet to a 24.00 foot radius non-tangent curve to the left;

THENCE along said 24.00 foot radius non-tangent curve to the left, (the long chord of which bears North 88° 46' 59" West, a distance of 24.94 feet), an arc distance of 26.23 feet to a 165.00 foot radius curve to the right;

THENCE along said 165.00 foot radius curve to the right, through a central angle of 19° 47' 48", an arc distance of 57.01 feet;

THENCE South 07° 10' 05" West, a distance of 123.00 feet to the South line of Lot 2 as shown on said Boundary Line Adjustment survey;

THENCE North 82° 49' 55" West, along said South line, a distance of 346.56 feet to the East right of way line of SR503, said East right of way line being 40.00 feet Easterly of, when measured at right angles, of the centerline of said SR 503;

THENCE North 13° 36' 06" East along said East right of way line, a distance of 396.09 feet to a 5190.00 foot radius curve to the right;

THENCE continuing along said East right of way line and along said 5190.00 foot radius curve to the right, through a central angle of 1° 43' 04", an arc distance of 155.61 feet;

THENCE North 15° 19' 10" East along said East right of way line, a distance of 189.08 feet to the North line of said Lot 1;

THENCE leaving said East right of way line, South 82° 49' 55" East along said North line, a distance of 563.17 feet to the POINT OF BEGINNING.

Containing approximately 8.67 acres.



"LOT 32" PROPERTY DESCRIPTION

Tax Parcel Number 508520101

A portion of Lot 3 as shown on that Boundary Line Adjustment survey recorded under AF# 3590525 in Volume 37, at Pages 73 and 74, records of Cowlitz County, Washington situated in the Joseph Eaton Donation Land Claim in the Northeast quarter of Section 18, all in Township 5 North, Range 1 East of the Willamette Meridian in Cowlitz County, Washington described as follows:

COMMENCING at the most Northerly Northwest corner of said Lot 3;

THENCE along the West line of said Lot 3 the following courses:

THENCE South 07° 10' 10" West, a distance of 388.77 feet;

THENCE South 53° 32' 09" West, a distance of 130.76 feet;

THENCE South 04° 52' 35" West, a distance of 117.47 feet to a 54.00 foot radius non-tangent curve to the right;

THENCE along said 54.00 foot radius non-tangent curve to the right (the long chord of which bears South 82° 49' 42" West, a distance of 26.75 feet), an arc distance of 27.03 feet;

THENCE North 82° 49' 55" West, a distance of 36.37 feet to the TRUE POINT OF BEGINNING;

THENCE North 82° 49' 55" West, a distance of 9.85 feet to a 129.00 foot radius curve to the right;

THENCE along said 129.00 foot radius curve to the right, through a central angle of 25° 21' 56", an arc distance of 57.11 feet;

70000

THENCE North $57^{\circ} 28' 00''$ West, a distance of 16.61 feet to a 24.00 foot radius curve to the left;

THENCE along said 24.00 foot radius curve to the left, through a central angle of $62^{\circ} 37' 10''$, an arc distance of 26.23 feet to a 165.00 foot radius curve to the right;

THENCE along said 165.00 foot radius curve to the right, through a central angle of $19^{\circ} 47' 48''$, an arc distance of 57.01 feet;

THENCE South $07^{\circ} 10' 05''$ West, a distance of 123.00 feet to the Southwest corner of said Lot 3;

THENCE South $82^{\circ} 49' 55''$ East, along the South line of said Lot 3, a distance of 155.31 feet; to a point which bears South $07^{\circ} 10' 05''$ West from the TRUE POINT OF BEGINNING;

THENCE North $07^{\circ} 10' 05''$ East, a distance of 132.10 feet to the TRUE POINT OF BEGINNING.

EXHIBIT B
CONCEPTUAL DEVELOPMENT

	Parcel	Area (in acres)	Lot Count	Homes per Phase*	Total Homes	
Current Property	Phase 1	8.67 acres +0.5 acres (Lot 32)	32	32	32	Described in Exhibit A
<i>Conceptual</i>	<i>Phase 2</i>	<i>9.62</i>	<i>30</i>	<i>30</i>	<i>62</i>	<i>Specified Land, Exhibit C</i>
	<i>Totals:</i>	<i>18.35</i>	<i>62</i>	<i>62</i>	<i>62</i>	
		<i>1.84</i>	<i>10</i>	<i>10</i>	<i>72</i>	<i>Unspecified Land up to 10%</i>
	<i>Totals:</i>	<i>20.19</i>	<i>72</i>	<i>72</i>	<i>72</i>	<i>Totals with Unspecified Land</i>

See Definitions section for definition of "Lot" and of "Homes."

See next page for a depiction of Phase 1 and conceptual phase 2.

EXHIBIT C

SPECIFIED LAND

POTENTIAL PHASE 2

A parcel of property situated in the Joseph Eaton Donation Land Claim in the Southeast quarter of Section 7, the Southwest quarter of Section 8, the Northwest quarter of Section 17, and the Northeast quarter of Section 18, all in Township 5 North, Range 1 East of the Willamette Meridian in Cowlitz County, Washington described as follows:

Lot 3 as shown on that Boundary Line Adjustment survey recorded under AF# 3590525 in Volume 37, at Pages 73 and 74, records of Cowlitz County, Washington.

ALSO:

A portion of Lot 1 as shown on that Boundary Line Adjustment survey recorded under AF# 3590525 in Volume 37, at Pages 73 and 74, records of Cowlitz County, Washington situated in the Joseph Eaton Donation Land Claim the Southwest quarter of Section 8, Township 5 North, Range 1 East of the Willamette Meridian in Cowlitz County, Washington described as follows:

COMMENCING at the Northeast corner of said Lot 1;

THENCE South 07° 10' 10" West, along the East line of said Lot 1, a distance of 155.00 feet to the TRUE POINT OF BEGINNING;

THENCE South 07° 10' 10" West, along the East line of said Lot 1, a distance of 233.77 feet;

THENCE South 53° 32' 09" West, along the Southeast line of said Lot 1, a distance of 118.76 feet;

THENCE North 16° 43' 06" East, a distance of 320.16 feet;

704100

THENCE South $82^{\circ} 49' 55''$ East, a distance of 32.85 feet to the TRUE POINT OF BEGINNING.

EXCEPT:

A portion of Lot 3 as shown on that Boundary Line Adjustment survey recorded under AF# 3590525 in Volume 37, at Pages 73 and 74, records of Cowlitz County, Washington situated in the Joseph Eaton Donation Land Claim in the Northeast quarter of Section 18, all in Township 5 North, Range 1 East of the Willamette Meridian in Cowlitz County, Washington described as follows:

COMMENCING at the most Northerly Northwest corner of said Lot 3;

THENCE along the West line of said Lot 3 the following courses:

THENCE South $07^{\circ} 10' 10''$ West, a distance of 388.77 feet;

THENCE South $53^{\circ} 32' 09''$ West, a distance of 130.76 feet;

THENCE South $04^{\circ} 52' 35''$ West, a distance of 117.47 feet to a 54.00 foot radius non-tangent curve to the right;

THENCE along said 54.00 foot radius non-tangent curve to the right (the long chord of which bears South $82^{\circ} 49' 42''$ West, a distance of 26.75 feet), an arc distance of 27.03 feet;

THENCE North $82^{\circ} 49' 55''$ West, a distance of 36.37 feet to the TRUE POINT OF BEGINNING;

THENCE North $82^{\circ} 49' 55''$ West, a distance of 9.85 feet to a 129.00 foot radius curve to the right;

THENCE along said 129.00 foot radius curve to the right, through a central angle of $25^{\circ} 21' 56''$, an arc distance of 57.11 feet;

THENCE North $57^{\circ} 28' 00''$ West, a distance of 16.61 feet to a 24.00 foot radius curve to the left;

THENCE along said 24.00 foot radius curve to the left, through a central angle of $62^{\circ} 37' 10''$, an arc distance of 26.23 feet to a 165.00 foot radius curve to the right;

THENCE along said 165.00 foot radius curve to the right, through a central angle of $19^{\circ} 47' 48''$, an arc distance of 57.01 feet;

THENCE South $07^{\circ} 10' 05''$ West, a distance of 123.00 feet to the Southwest corner of said Lot 3;

THENCE South $82^{\circ} 49' 55''$ East, along the South line of said Lot 3, a distance of 155.31 feet to a point which bears South $07^{\circ} 10' 05''$ West from the TRUE POINT OF BEGINNING;

THENCE North $07^{\circ} 10' 05''$ East, a distance of 132.10 feet to the TRUE POINT OF BEGINNING.

ALSO EXCEPT:

A parcel of property situated in the Joseph Eaton Donation Land Claim in the Northeast quarter of Section 18, Township 5 North, Range 1 East of the Willamette Meridian in Cowlitz County, Washington described as follows:

COMMENCING at the Northeast corner of Lot 2 as shown on that Boundary Line Adjustment survey recorded under AF# 3590525 in Volume 37, at Pages 73 and 74, records of said County;

THENCE South $04^{\circ} 52' 19''$ West, along the East line of said Lot 2, a distance of 117.47 feet to the Southeast corner of said Lot 2 and to the TRUE POINT OF BEGINNING;

THENCE South $04^{\circ} 52' 19''$ West, along the Easterly extension of the East line of said Lot 2, a distance of 6.63 feet;

THENCE North $82^{\circ} 49' 55''$ West, a distance of 26.18 feet to the South line of said Lot 2 and a 54.00 foot radius non-tangent curve to the left;

THENCE along said 54.00 foot radius non-tangent curve to the left (the long chord of which bears North $82^{\circ} 49' 42''$ East, a distance of 26.75 feet), an arc distance of 27.03 feet to the TRUE POINT OF BEGINNING.

ALSO EXCEPT:

A parcel of property situated in the Joseph Eaton Donation Land Claim in the Northeast quarter of Section 18, Township 5 North, Range 1 East of the Willamette Meridian in Cowlitz County, Washington described as follows:

BEGINNING at the Northeast corner of said Lot 2;

THENCE South 04° 52' 19" West, along the East line of said Lot 2, a distance of 69.93 feet to a 24.00 foot non-tangent curve to the left;

THENCE along said 24.00 foot radius non-tangent curve to the left (the long chord of which bears North 33° 26' 26" East, a distance of 23.73 feet), an arc distance of 24.82 feet to a 48.50 foot radius curve to the right;

THENCE along said 48.50 foot radius curve to the right, through a central angle of 42° 33' 41", an arc distance of 36.03 feet;

THENCE North 43° 37' 35" West, a distance of 21.99 feet;

THENCE North 16° 43' 06" East, a distance of 9.62 feet to a West line of Lot 3 of said BLA survey;

THENCE South 53° 32' 09" West, along said West line , a distance of 12.01 feet to the **POINT OF BEGINNING**.

EXHIBIT D
RIVER ACCESS EASEMENT

October 3, 2022

A strip of land 10.00 feet in width, the sidelines of said strip lying 5.00 feet on each side of the following described centerline being a part of "Lot 3" as shown on that Boundary Line Adjustment survey recorded under AF# 3590525 in Volume 37 of Surveys at Pages 73 and 74, records of Cowlitz County Washington, situated in the Joseph Eaton Donation Land Claim in the Southwest quarter of Section 8, in the Northwest quarter of Section 17 and in the Northeast quarter of Section 18, Township 5 North, Range 1 East of the Willamette Meridian in said County, said centerline described as follows:

COMMENCING at the Northeast corner of Lot 2 as shown on said survey;

THENCE South 04° 52' 19" West, along the East line of said Lot 2, a distance of 103.89 feet to the TRUE POINT OF BEGINNING;

THENCE South 84° 44' 31" East, a distance of 19.79 feet;

THENCE South 85° 57' 22" East, a distance of 37.04 feet;

THENCE South 82° 23' 19" East, a distance of 49.00 feet;

THENCE South 58° 41' 23" East, a distance of 33.17 feet;

THENCE South 45° 33' 24" East, a distance of 22.91 feet;

THENCE North 58° 19' 04" East, a distance of 68.18 feet;

THENCE North 29° 23' 55" East, a distance of 39.15 feet;

THENCE North 28° 09' 29" East, a distance of 33.10 feet;

THENCE North 22° 42' 20" East, a distance of 34.36 feet;

THENCE North 28° 55' 00" East, a distance of 30.81 feet;

THENCE North 31° 49' 58" East, a distance of 32.42 feet;

THENCE North 36° 38' 40" East, a distance of 40.27 feet;

THENCE North 42° 27' 01" East, a distance of 35.81 feet;

THENCE North 47° 14' 40" East, a distance of 59.85 feet;

THENCE North 51° 08' 14" East, a distance of 43.11 feet;

THENCE North 66° 33' 51" East, a distance of 26.37 feet;

THENCE South 84° 36' 59" East, a distance of 39.00 feet;

THENCE South 65° 52' 35" East, a distance of 40.58 feet;

THENCE South 75° 58' 49" East, a distance of 130 feet, more or less, to the ordinary high water mark of the East Fork of the Lewis River and the TERMINUS of said centerline.

The sidelines of said 10.00 wide strip of land shall be lengthened or shortened as necessary to intersect each other and terminate at the East line of said "Lot 2" and the ordinary high water mark of the East Fork of the Lewis River.

EXHIBIT E

MAP

Book 14 pages 167-169



RIVERWALK AT LEWIS RIVER

PRELIMINARILY APPROVED AS HERON MEADOWS SUBDIVISION,
A SUBDIVISION IN THE JOSEPH EATON DONATION LAND CLAIM
AND LOCATED IN THE NE 1/4 NE 1/4 OF SECTION 18, SE 1/4 SE 1/4
OF SECTION 7 AND SW 1/4 SW 1/4 OF SECTION 8, T5N, R1E, W.M.,
CITY OF WOODLAND, COWLITZ COUNTY, WASHINGTON
FEBRUARY 2024

TREASURER:

I HEREBY CERTIFY THAT THE TAXES ON THE LAND DESCRIBED HEREON
HAVE BEEN PAID TO DATE, INCLUDING THE YEAR 2024.

DATED: 3-25-2024

(SIGNED) _____
COWLITZ COUNTY TREASURER

(SIGNED) Karen Tully
DEPUTY TREASURER

AUDITOR:

FILED FOR RECORD AT THE REQUEST OF Fidelity National Title

THIS 25 DAY OF March 2024 AT 1:49 AM/PM

AND RECORDED IN VOLUME 14 OF PLATS, ON
PAGE 107-169 RECORDS OF COWLITZ COUNTY, WASHINGTON.

(SIGNED) Carolyn Fundingsland
COWLITZ COUNTY AUDITOR

(SIGNED) Begonia Boer
DEPUTY AUDITOR

WOODLAND PLANNING COMMISSION:

EXAMINED AND APPROVED:

THIS _____ DAY OF _____ 20____

ATTEST:

(SIGNED) ATB applicable
SECRETARY

(SIGNED) _____
CHAIR

PUBLIC WORKS:

EXAMINED AND APPROVED:

THIS 21ST DAY OF March 2024

(SIGNED) Justin Hughes (SEAL)
FOR PUBLIC WORKS DIRECTOR

WOODLAND CITY COUNCIL:

EXAMINED AND APPROVED:

THIS _____ DAY OF _____ 20____

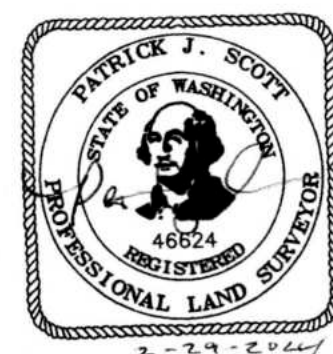
(SIGNED) ATB applicable
MAYOR

(SIGNED) _____
CITY CLERK / TREASURER

SURVEYOR:

THIS MAP CORRECTLY REPRESENTS A SURVEY MADE BY ME OR
UNDER MY DIRECTION IN CONFORMANCE WITH THE REQUIREMENTS
OF THE SURVEY RECORDING ACT AT THE REQUEST OF QUAIL
DEVELOPMENT, LLC ON JULY 21, 2020. I HEREBY CERTIFY THAT
THIS MAP FOR RIVERWALK AT LEWIS RIVER IS BASED UPON AN
ACTUAL SURVEY OF THE PROPERTY HEREIN DESCRIBED; THAT THE
BEARINGS AND DISTANCES ARE CORRECTLY SHOWN; AND THAT ALL
THE MONUMENTS SHOWN HEREON WERE SET.

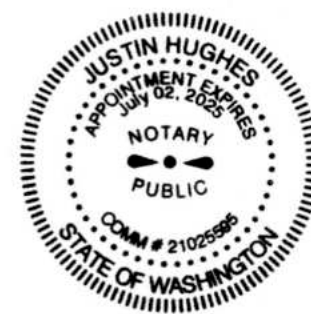
Patrick J. Scott 2-29-2024
PATRICK J. SCOTT DATE
PROFESSIONAL LAND SURVEYOR NO. 46624



ACKNOWLEDGEMENT

STATE OF WA } SS
COUNTY OF Clark
SIGNED OR ATTESTED BEFORE ME ON 2-29-24 BY PATRICK J. SCOTT.

NOTARY SIGNATURE Justin Hughes
DATED: Feb. 29th, 2024.
PRINTED NAME: Justin Hughes
NOTARY PUBLIC IN AND FOR THE STATE OF WA
MY COMMISSION EXPIRES July 2, 2025



TRACT NOTES

TRACT A IS A COMMON AREA TO BE OWNED AND MAINTAINED BY THE HOA.

TRACTS B, C, AND D ARE LANDSCAPE BUFFERS TO BE OWNED AND
MAINTAINED BY THE HOA.

TRACT E IS A PRIVATE DRIVE AND SHALL BE OWNED AND MAINTAINED BY

KNOW ALL MEN BY THESE PRESENTS, THAT WE, THE UNDERSIGNED, AS OWNERS IN FEE SIMPLE
OF THE LAND HEREBY PLATTED, HEREBY DECLARE THIS PLAT AND DEDICATE FOR PUBLIC USE
TO THE CITY OF WOODLAND ALL OF THOSE ROADS, ALLEYS, EASEMENTS AND RIGHTS OF WAY
WHICH ARE SHOWN HEREON (EXCLUDING ANY PRIVATE ROADS SHOWN ON THIS PLAT) ALSO THE
RIGHT TO MAKE NECESSARY SLOPES FOR CUTS AND FILLS UPON THE LOTS AND BLOCKS
SHOWN ON THE FACE OF THIS PLAT IN THE ORIGINAL REASONABLE GRADING OF THE PUBLIC
STREETS AND AVENUES SHOWN HEREON; AND DEDICATE TO THE CITY OF WOODLAND FREE AND
CLEAR OF ALL ENCUMBRANCES, EXCEPT AS SHOWN HEREON, ALL PUBLICLY-DESIGNATED
EASEMENTS FOR PUBLIC UTILITIES IN FAVOR OF THE CITY OF WOODLAND AND GRANT TO THE
CITY OF WOODLAND AUTHORITY TO ASSIGN LAST SAID PUBLICLY-DESIGNATED EASEMENTS TO
OTHER PUBLIC UTILITIES AT ITS DISCRETION.

IN WITNESS WHEREOF WE SET OUR HANDS AND SEALS.

Rodney Sarkela
BY: Rodney Sarkela
ITS: Manager

ACKNOWLEDGMENT:

STATE OF FLORIDA } SS
COUNTY OF PALM BEACH

I CERTIFY THAT I KNOW OR HAVE SATISFACTORY EVIDENCE THAT RODNEY SARKELA
IS THE PERSON THAT APPEARED BEFORE ME, AND SAID PERSON ACKNOWLEDGED THAT HE
SIGNED THIS INSTRUMENT; ON OATH STATED THAT HE WAS AUTHORIZED TO EXECUTE THE
INSTRUMENT; AND ACKNOWLEDGED IT AS AUTHORIZED SIGNATOR OF SARKELA 10, LLC, TO BE
THE FREE AND VOLUNTARY ACT OF SUCH PARTY FOR THE USES AND PURPOSES MENTIONED IN
THE INSTRUMENT.

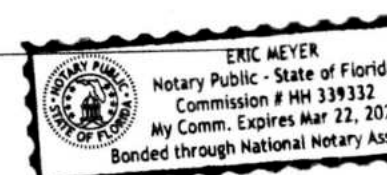
Eric Meyer
NOTARY SIGNATURE

DATED: March 3, 2024

PRINTED NAME: ERIC MEYER

NOTARY PUBLIC IN AND FOR THE STATE OF FLORIDA

MY COMMISSION EXPIRES _____



PLAT NOTES

- SR 503 PREDATES THIS DEVELOPMENT. WSDOT WILL NOT BE RESPONSIBLE FOR ANY TRAFFIC NOISE.
- THE PACIFICORP FISH HATCHERY ON THE ADJACENT PROPERTY PREDATES THIS DEVELOPMENT. OWNERS ACKNOWLEDGE THAT PACIFICORP WILL NOT BE RESPONSIBLE FOR ANY NOISE, ODORS, OR RELATED IMPACTS FROM THE NORMAL OPERATION OF THE HATCHERY.
- THIS PROJECT IS CLOSE TO A KNOWN BALD EAGLE NEST. IF THE NEST IS OCCUPIED FOR NESTING DURING NESTING SEASON (JANUARY 1 TO AUGUST 31) AND/OR REARING SEASON (OCTOBER 15 TO MARCH 15) CONSTRUCTION ACTIVITY MUST BE CONDUCTED USING WASHINGTON STATE DEPARTMENT OF FISH AND WILDLIFE AND/OR THE U.S. FISH AND WILDLIFE SERVICE MANAGEMENT PRACTICES.
- CONSTRUCTION ON EACH LOT WILL BE SUBJECT TO REVIEW UNDER THE CITY'S FLOOD HAZARD REDUCTION STANDARDS. AN ELEVATION CERTIFICATE WILL BE REQUIRED WITH ALL BUILDING PERMIT APPLICATIONS.
- DEVELOPMENT ON ALL LOTS SHALL BE REVIEWED AT THE TIME OF BUILDING PERMIT APPROVAL TO DETERMINE IF THEY MEET THE FOLLOWING:
FRONT YARD SETBACK IN FEET: 25
REAR YARD SETBACK IN FEET: 15
INTERIOR SIDE YARD SETBACK IN FEET: 5
STREET SIDE YARD SETBACK IN FEET: 15
MAXIMUM BUILDING HEIGHT IN FEET: 30
MAXIMUM LOT COVERAGE: 50 PERCENT
REQUIRED OFF-STREET PARKING SPACES: 2
- ALL LOTS ARE SUBJECT TO IMPACT FEES FOR PARKS, FIRE, SCHOOLS, AND TRAFFIC. IMPACT FEES ARE CALCULATED AT THE TIME OF BUILDING PERMIT AND PAID AT THE TIME OF BUILDING PERMIT ISSUANCE.
- LOTS IN THIS PLAT ARE SUBJECT TO COVENANTS, CONDITIONS, AND RESTRICTIONS SET FORTH IN THAT DOCUMENT RECORDED UNDER AUDITOR'S FILE NO. 3749204

EASEMENT PROVISIONS

- A PUBLIC UTILITY EASEMENT IS HEREBY RESERVED OVER, UNDER, AND UPON THE EXTERIOR TEN (10) FEET OF ALL LOTS AND TRACTS ADJACENT TO AND PARALLEL WITH THE RIGHT-OF-WAY OF ALL PUBLIC AND PRIVATE ROADS SHOWN HEREON FOR THE PURPOSE OF LAYING, CONSTRUCTING, RENEWING, OPERATING AND MAINTAINING PUBLIC UTILITIES. ALL UTILITY AGENCIES, THEIR SUCCESSORS AND ASSIGNS, SHALL HAVE A CONTINUING RIGHT OF INGRESS AND EGRESS OVER, UNDER, ALONG, AND UPON THE EASEMENT AREA AT ANY TIME AND THE EASEMENT AREA SHALL REMAIN UNOBSTRUCTED BY NON-UTILITY FACILITIES.

IN THE EXERCISE OF SAID EASEMENT RIGHTS, ANY PERSON OR AGENCY ENGAGED IN THE INSTALLATION, MAINTENANCE AND/OR REPAIR OF UTILITIES, OR CAUSING SUCH INSTALLATION, MAINTENANCE AND/OR REPAIR OF UTILITIES, SHALL IMMEDIATELY THEREAFTER RESTORE ANY LAND DISTURBED TO THE CONDITION THAT THE LAND WAS IN PRIOR TO ANY SUCH INSTALLATION, MAINTENANCE AND/OR REPAIR OF UTILITIES, AS NEARLY AS PRACTICABLE GIVEN THE NATURE OF THE INSTALLATION, MAINTENANCE AND/OR REPAIR OF UTILITIES. ALL INSTALLATION, MAINTENANCE AND/OR REPAIR OF UTILITIES SHALL BE IN ACCORDANCE WITH ANY APPLICABLE CONDITIONS OF ANY GOVERNING LAND USE APPROVAL IMPOSED BY THE CITY OF WOODLAND.

- 15.00' WIDE SANITARY SEWER EASEMENT GRANTED TO PARCEL 508520101

CONDITIONS, COVENANTS AND RESTRICTIONS (CC&R'S)

SEE THAT DOCUMENT RECORDED UNDER AUDITOR'S FILE NO. 3749204, RECORDS OF COWLITZ COUNTY, WASHINGTON.

DECLARANT RESERVE THE RIGHT TO CREATE ADDITIONAL UNITS OR COMMON ELEMENTS UNDER RCW 64.90.250(3) TO THE FOLLOWING PROPERTY; MAY BE WITHDRAWN FROM THE RIVERWALK AT LEWIS RIVER; SUBJECT TO DEVELOPMENT RIGHTS TO ADD UNITS THAT WILL RESULT IN A REALLOCATION OF ALLOCATED INTERESTS.

LEGAL DESCRIPTION

A PARCEL OF PROPERTY SITUATED IN THE JOSEPH EATON DONATION LAND CLAIM IN THE SOUTHEAST QUARTER OF SECTION 7, THE SOUTHWEST QUARTER OF SECTION 8, AND THE NORTHEAST QUARTER OF SECTION 18, ALL IN TOWNSHIP 5 NORTH, RANGE 1 EAST OF THE WILLAMETTE MERIDIAN IN COWLITZ COUNTY, WASHINGTON DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF LOT 1 OF THAT BOUNDARY LINE ADJUSTMENT SURVEY RECORDED UNDER AF# 3590525 IN VOLUME 37, AT PAGES 73 AND 74, RECORDS OF COWLITZ COUNTY, WASHINGTON; THENCE SOUTH 07° 10' 05" WEST, ALONG THE EAST LINE OF SAID LOT 1, A DISTANCE OF 155.00 FEET; THENCE NORTH 82° 49' 55" WEST, A DISTANCE OF 32.85 FEET; THENCE SOUTH 16° 43' 06" WEST, A DISTANCE OF 329.77 FEET; THENCE SOUTH 43° 37' 35" EAST, A DISTANCE OF 21.99 FEET TO A 48.50 FOOT RADIUS NON-TANGENT CURVE TO THE LEFT; THENCE ALONG SAID 48.50 FOOT RADIUS NON-TANGENT CURVE TO THE LEFT, (THE LONG CHORD OF WHICH BEARS SOUTH 25° 05' 34" WEST, A DISTANCE OF 35.20 FEET), AN ARC DISTANCE OF 36.03 FEET TO A 24.00 FOOT RADIUS CURVE TO THE RIGHT; THENCE ALONG SAID 24.00 FOOT RADIUS CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 59° 15' 24", AN ARC DISTANCE OF 24.82 FEET; THENCE SOUTH 04° 52' 19" WEST, A DISTANCE OF 54.11 FEET TO A 85.00 FOOT RADIUS NON-TANGENT CURVE TO THE RIGHT; THENCE ALONG SAID 85.00 FOOT RADIUS NON-TANGENT CURVE TO THE RIGHT, (THE LONG CHORD OF WHICH BEARS NORTH 83° 53' 25" WEST, A DISTANCE OF 3.14 FEET), AN ARC DISTANCE OF 3.14 FEET; THENCE NORTH 82° 49' 55" WEST, A DISTANCE OF 69.26 FEET TO A 129.00 FOOT RADIUS CURVE TO THE RIGHT; THENCE ALONG SAID 129.00 FOOT RADIUS CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 25° 21' 56", AN ARC DISTANCE OF 57.11 FEET; THENCE NORTH 57° 28' 00" WEST, A DISTANCE OF 16.61 FEET TO A 24.00 FOOT RADIUS NON-TANGENT CURVE TO THE LEFT; THENCE ALONG SAID 24.00 FOOT RADIUS NON-TANGENT CURVE TO THE LEFT, (THE LONG CHORD OF WHICH BEARS NORTH 88° 46' 59" WEST, A DISTANCE OF 24.94 FEET), AN ARC DISTANCE OF 26.23 FEET TO A 165.00 FOOT RADIUS CURVE TO THE RIGHT; THENCE ALONG SAID 165.00 FOOT RADIUS CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 19° 47' 48", AN ARC DISTANCE OF 57.01 FEET; THENCE SOUTH 07° 10' 05" WEST, A DISTANCE OF 123.00 FEET TO THE SOUTH LINE OF LOT 2 AS SHOWN ON SAID BOUNDARY LINE ADJUSTMENT SURVEY; THENCE NORTH 82° 49' 55" WEST, ALONG SAID SOUTH LINE, A DISTANCE OF 346.56 FEET TO THE EAST RIGHT OF WAY LINE OF SR503, SAID EAST RIGHT OF WAY LINE BEING 40.00 FEET EASTERLY OF, WHEN MEASURED AT RIGHT ANGLES, OF THE CENTERLINE OF SAID SR 503; THENCE NORTH 13° 36' 06" EAST ALONG SAID EAST RIGHT OF WAY LINE, A DISTANCE OF 396.09 FEET TO A 5190.00 FOOT RADIUS CURVE TO THE RIGHT; THENCE CONTINUING ALONG SAID EAST RIGHT OF WAY LINE AND ALONG SAID 5190.00 FOOT RADIUS CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 1° 43' 04", AN ARC DISTANCE OF 155.61 FEET; THENCE NORTH 15° 19' 10" EAST ALONG SAID EAST RIGHT OF WAY LINE, A DISTANCE OF 189.08 FEET TO THE NORTH LINE OF SAID LOT 1; THENCE LEAVING SAID EAST RIGHT OF WAY LINE, SOUTH 82° 49' 55" EAST ALONG SAID NORTH LINE, A DISTANCE OF 563.17 FEET TO THE POINT OF BEGINNING.

CONTAINING APPROXIMATELY 8.67 ACRES.

PG. 1 OF 3 JOB# 10121.01.01

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OLSON
ENGINEERING INC.
222 E. EVERGREEN BLVD., VANCOUVER, WA 98660
(360) 695-1385
(503) 289-9936

LAND SURVEYORS
ENGINEERS

SCALE 1" = 50'
JOB NO. 10121.01.01
DATE FEBRUARY 2024
DRAWN BY M.K.
CALC. BY P.J.S.
SHEET 1 OF 3

3749203

V: 14

P: 168

RIVERWALK AT LEWIS RIVER

PRELIMINARILY APPROVED AS HERON MEADOWS SUBDIVISION, A SUBDIVISION IN THE JOSEPH EATON DONATION LAND CLAIM AND LOCATED IN THE NE 1/4 NE 1/4 OF SECTION 18, SE 1/4 SE 1/4 OF SECTION 7 AND SW 1/4 SW 1/4 OF SECTION 8, T5N, R1E, W.M., CITY OF WOODLAND, COWLITZ COUNTY, WASHINGTON
FEBRUARY 2024

HELD NE CORNER OF LOT 1 OF BLA
RECORDED UNDER AUDITORS FILE NUMBER
3590525 IN VOLUME 37, AT PAGES 73 AND
74, RECORDS OF COWLITZ COUNTY WA



PROCEDURE

FIELD TRAVERSES WERE PERFORMED WITH A TRIMBLE S6 TOTAL STATION (3") AND ADJUSTED BY LEAST SQUARES. THE FIELD TRAVERSES MET THE MINIMUM STANDARDS FOR SURVEYS AS DESIGNATED IN WAC 332-130-090.

BASIS OF BEARINGS

ASSUMED HOLDING A BEARING OF S 82°49'55" E BETWEEN THE FOUND IRON RODS ON THE NORTH LINE OF THE SITE.

VERTICAL DATUM

NAVD88 WSDOT BM X533 (104081, ELEVATION 30.066').
BASE FLOOD ELEVATION FOR THE SITE IS 38.1'

ROAD DEDICATION

ALL ROADS DEPICTED ON THIS PLAT ARE PUBLIC STREETS, UNLESS NOTED AS "PRIVATE ROAD", AND ARE HEREBY GRANTED TO THE CITY OF WOODLAND WITH THIS PLAT.

LEGEND

- SET 1/2" X 24" REBAR WITH YELLOW PLASTIC CAP STAMPED "SCOTT PLS 46624" DURING THIS SURVEY
- + SET BRASS SCREW WITH WASHER STAMPED "SCOTT PLS 46624" IN CONCRETE CURB ON AN 8.75' PROJECTION OF THE SIDE LOT LINE FROM THE FRONT CORNER, UNLESS NOTED OTHERWISE (GOOD FOR PROJECTION OF THE SIDE LINES, BUT NOT THE ACTUAL FRONT LOT CORNER)
- FOUND MONUMENT 1/2" I.R. W/YPC "BLUHM #29269" (BK. 17, PG. 518) UNLESS NOTED OTHERWISE
- SUBJECT PARCEL
- LOT LINE
- CENTERLINE
- RIGHT OF WAY
- x-x- FENCE AS NOTED
- - - 10.00' WIDE CPU EASEMENT



2-29-2029

OLSON
ENGINEERING INC.

LAND SURVEYORS
ENGINEERS

SCALE 1" = 50' DRAWN BY M.K.

JOB NO. 10121.02.01 CALC. BY M.K.

DATE FEBRUARY 2024 SHEET 2 OF 3

PG. 2 OF 3 JOB# 10121.02.01

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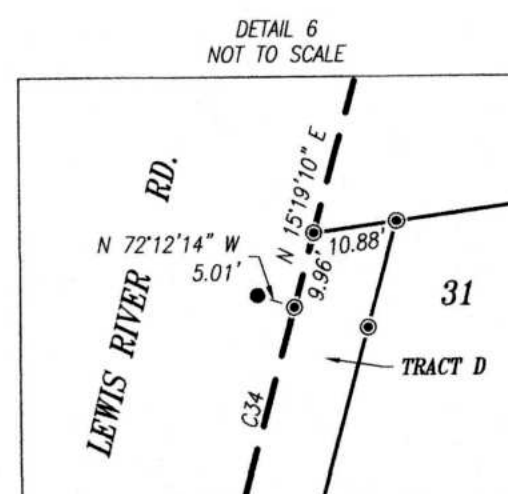
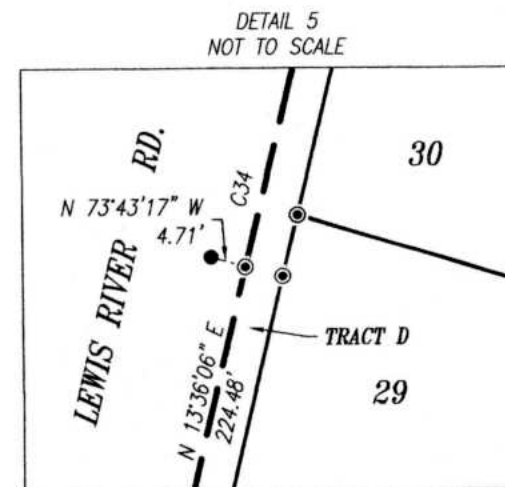
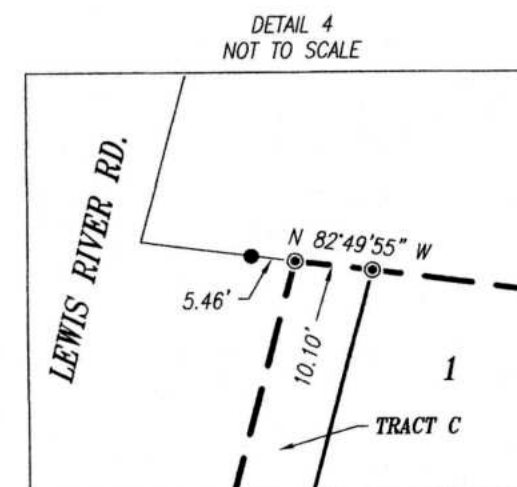
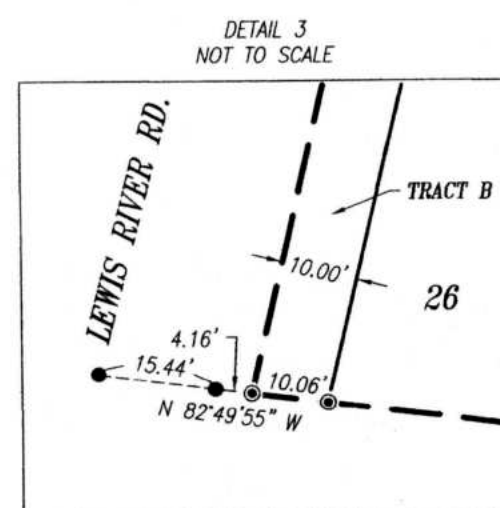
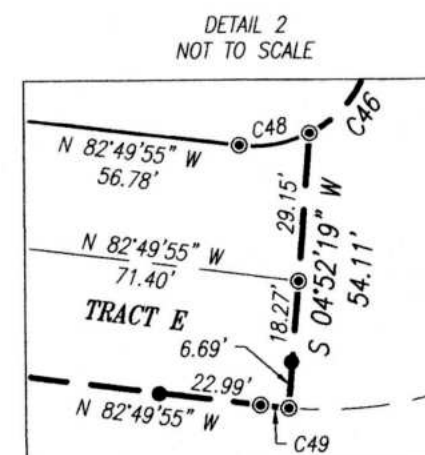
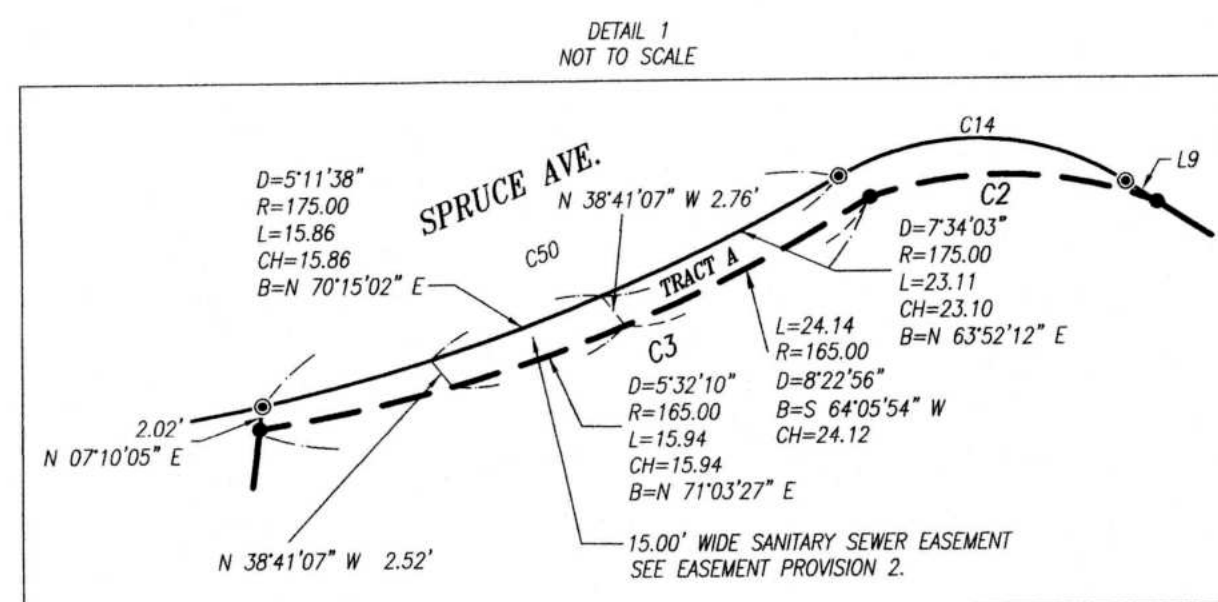
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MONUMENT #	STATION	OFFSET
1	2+61.70	35.50 R
2	2+73.20	35.26 R



RIVERWALK AT LEWIS RIVER

PRELIMINARILY APPROVED AS HERON MEADOWS SUBDIVISION,
A SUBDIVISION IN THE JOSEPH EATON DONATION LAND CLAIM AND LOCATED IN
THE NE 1/4 NE 1/4 OF SECTION 18, SE 1/4 SE 1/4 OF SECTION 7 AND SW 1/4 SW 1/4 OF SECTION 8,
15N, R1E, W.M., CITY OF WOODLAND,
COWLITZ COUNTY, WASHINGTON
FEBRUARY 2024



CURVE TABLE				
CURVE	DELTA	RADIUS	LENGTH	CHORD
C1	25°21'56"	129.00'	57.11'	56.64'
C2	62°37'10"	24.00'	26.23'	24.94'
C3	19°47'48"	165.00'	57.01'	56.73'
C4	14°08'35"	175.00'	43.20'	43.09'
C5	78°19'05"	150.00'	205.04'	189.44'
C6	12°02'56"	400.00'	84.12'	83.96'
C7	20°11'49"	400.00'	141.00'	140.27'
C8	17°59'27"	400.00'	125.60'	125.08'
C9	2°12'22"	400.00'	15.40'	15.40'
C10	45°49'28"	150.00'	119.97'	116.80'
C11	32°29'37"	150.00'	85.07'	83.93'
C12	25°21'55"	114.00'	50.47'	50.06'
C13	25°21'55"	99.00'	43.83'	43.47'
C14	62°26'50"	24.00'	26.16'	24.88'
C15	78°19'05"	125.00'	170.86'	157.87'
C16	17°13'53"	175.00'	52.63'	52.43'
C17	34°57'01"	175.00'	106.75'	105.10'
C18	25°21'56"	104.00'	46.04'	45.67'
C19	25°21'56"	79.00'	34.97'	34.69'
C20	82°03'47"	24.00'	34.37'	31.51'
C21	1°39'29"	175.00'	5.06'	5.06'
C22	15°16'18"	400.00'	106.62'	106.30'
C23	18°43'23"	375.00'	122.54'	122.00'
C24	12°02'50"	425.00'	89.36'	89.20'
C25	11°22'34"	375.00'	74.46'	74.33'
C26	7°20'43"	375.00'	48.07'	48.04'
C27	4°26'35"	425.00'	32.96'	32.95'
C28	7°36'16"	425.00'	56.41'	56.37'
C29	80°26'59"	16.00'	22.47'	20.67'
C30	78°19'05"	16.00'	21.87'	20.21'
C31	9°46'03"	375.00'	63.93'	63.85'
C32	93°38'50"	16.00'	26.15'	23.34'
C33	10°34'57"	425.00'	78.50'	78.38'
C34	1°43'04"	5190.00'	155.61'	155.60'
C35	1°43'04"	5180.00'	155.31'	155.31'
C36	82°56'35"	16.00'	23.16'	21.19'
C37	8°49'49"	375.00'	57.79'	57.74'
C38	99°33'01"	16.00'	27.80'	24.43'
C39	101°40'55"	16.00'	28.39'	24.81'
C40	11°19'26"	425.00'	84.00'	83.86'
C41	2°24'34"	425.00'	17.87'	17.87'
C42	8°54'52"	425.00'	66.12'	66.06'
C43	0°10'50"	5180.00'	16.32'	16.32'
C44	0°53'09"	5180.00'	80.08'	80.08'
C45	0°39'06"	5180.00'	58.92'	58.91'
C46	59°15'24"	24.00'	24.82'	23.73'
C47	42°33'41"	48.50'	36.03'	35.20'
C48	34°05'57"	24.00'	14.28'	14.07'
C49	02°07'01"	85.00'	3.14'	3.14'
C50	17°43'08"	175.00'	54.12'	53.90'
C51	12°29'06"	175.00'	38.13'	38.06'
C52	13°18'42"	175.00'	40.66'	40.57'
C53	15°54'47"	175.00'	48.60'	48.45'

LINE TABLE		
LINE	BEARING	DISTANCE
L1	N 57°28'00" W	16.61'
L2	N 57°28'00" W	52.61'
L3	N 82°49'55" W	71.40'
L4	N 01°26'48" E	7.34'
L5	N 74°40'50" W	56.10'
L6	N 04°52'19" E	6.69'
L7	S 73°16'54" E	7.20'
L8	S 43°37'35" E	21.99'
L9	S 57°28'00" E	3.26'
L10	N 51°01'11" W	28.14'
L11	N 82°03'26" E	29.49'
L12	N 15°19'10" E	9.96'
L13	N 49°04'50" W	26.45'
L14	N 78°51'24" E	32.92'
L15	N 15°19'10" E	14.25'



2-29-2024

UNITED STATES OF AMERICA

The State of Washington

Secretary of State

I, **STEVE R. HOBBS**, Secretary of State of the State of Washington and custodian of its seal, hereby issue this

ARTICLES OF INCORPORATION

to

RIVERWALK AT LEWIS RIVER HOMEOWNERS ASSOCIATION

A **WA MISCELLANEOUS AND MUTUAL CORPORATION**, effective on the date indicated below.

Effective Date: 11/07/2023

UBI Number: 605 361 251



Given under my hand and the Seal of the State of Washington at Olympia, the State Capital

A handwritten signature in black ink that reads "Steve R. Hobbs".

Steve R. Hobbs, Secretary of State

Date Issued: 11/07/2023

ARTICLES OF INCORPORATION
OF
RIVERWALK AT LEWIS RIVER HOMEOWNERS ASSOCIATION

THE UNDERSIGNED, acting as incorporator of a corporation under the Washington Non-profit Miscellaneous and Mutual Corporations Act, chapter RCW 24.06 ("Nonprofit Act"), adopts the following Articles of Incorporation for the corporation.

ARTICLE 1. NAME

The name of this corporation shall be the Riverwalk at Lewis River Homeowners Association.

ARTICLE 2. DURATION

The duration of this corporation shall be perpetual.

ARTICLE 3. PURPOSES AND POWERS

The corporation is organized for the purpose of (i) exercising the powers and privileges, and performing the duties and obligations of the owners association set forth in that certain Declaration of Covenants, Conditions and Restrictions ("Declaration") for Riverwalk at Lewis River ("Community") to be recorded in Cowlitz County, Washington, as it may be amended, and (ii) exercising any and all powers, rights and privileges of a unit owners association pursuant to the Washington Uniform Common Interest Ownership Act, chapter 64.90 RCW ("WUCIOA"). The corporation shall have all powers granted by the Nonprofit Act and WUCIOA, but the powers of the corporation shall be subject to and shall be exercised in accordance with the provisions of WUCIOA and the Declaration, as they may be amended. Capitalized terms used herein and not otherwise defined shall have the meaning given to them in the Declaration. In the case of any conflict between the provisions of WUCIOA and the Nonprofit Act, the provisions of WUCIOA control.

ARTICLE 4. MEMBERS

The qualifications, admission, termination, rights, privileges and obligations of the members and each class of members, including their ownership interests, expense liabilities and voting rights are set forth in the Nonprofit Act, WUCIOA, the Declaration and the Bylaws of the corporation.

ARTICLE 5. CAPITAL STOCK

The corporation will not have capital stock.

ARTICLE 6. DISTRIBUTION OF SURPLUS FUNDS

The corporation may distribute surplus funds to members as allowed under the Nonprofit Act, WUCIOA, and the Declaration.

ARTICLE 7. DISTRIBUTION OF ASSETS

Upon dissolution or final liquidation of the corporation, the assets of the corporation shall be distributed among the members of the corporation in accordance with WUCIOA and the Declaration.

ARTICLE 8. DISSENTERS' RIGHTS

No member has paid any consideration to the corporation for its membership. A dissenting member shall be limited to a return of one dollar for its membership interest in any circumstance under which it may be entitled to a return under RCW 24.06.245.

ARTICLE 9. REGISTERED OFFICE AND AGENT

The name of the initial registered agent of the corporation is SW&W Registered Agents, Inc. The address of the initial registered agent of this corporation is 700 Washington Street, Suite 701, Vancouver, WA 98660.

ARTICLE 10. INITIAL DIRECTORS

The number of directors of the corporation shall be as set forth in the Declaration and the Bylaws, and may be increased or decreased from time to time in the manner specified therein. The initial board of directors shall consist of one (1) director. The name and address of the person who shall serve as director until his successors are elected and qualified, unless they resign or are removed are:

Rodney Sarkela

10813 NE 117th Ave
Vancouver, WA 98662

There shall be one class of directors. The rights and obligations of the directors, the number of directors required after the transition meeting (as that term is defined in RCW 64.90), and the procedures for election and removal and voting of directors and officers and the filling of vacancies on the board of directors are set forth in the Declaration and Bylaws.

ARTICLE 11. INCORPORATOR

The name and address of the incorporator are Rodney Sarkela, 10813 NE 117th Ave, Vancouver, WA 98662.

ARTICLE 12. LIMITATION OF LIABILITY

A director or officer of the corporation shall discharge their duties and shall have the immunities from liability as granted under RCW 24.06.035 and RCW 24.06.153, as they may be amended. Any amendment to or repeal of this Article 12 shall not adversely affect any right of a director or officer of the corporation hereunder with respect to any acts or omissions of such director occurring prior to such amendment or repeal.

ARTICLE 13. INDEMNIFICATION

Except as otherwise set forth in this Article 13, the corporation shall indemnify each person made party to a threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative, investigative, formal or informal ("Proceeding"), because the person is or was a director or officer of the corporation, against all expenses and liabilities, including attorneys' fees, incurred in the Proceeding or any settlement thereof without the requirement of any further approval or finding by the members, the directors or independent legal counsel.

Notwithstanding the foregoing, the corporation shall not indemnify a director or officer under this Article 13 for: (i) acts or omissions of the director finally adjudged to be intentional misconduct or a knowing violation of law, or (ii) any transaction with respect to which it was finally adjudged that such person personally received a benefit in money, property, or services to which the person was not legally entitled.

The corporation shall advance the reasonable expenses incurred by a person who is a party to a Proceeding if the person furnishes the corporation with a written affirmation of his or her good-faith belief that he or she met the standard of conduct set forth in this Article 13, and with a written undertaking, executed personally or on his or her behalf, to repay the advance if it is ultimately determined that he or she did not meet the standard of conduct. The written undertaking must be an unlimited general obligation of the person and need not be secured, but shall be accepted without reference to the person's financial ability to make payment.

If a claim under this Article 13 is not paid in full by the corporation within sixty (60) days after a written claim has been received by the corporation, or if a claim for expenses incurred in defending a Proceeding in advance of its final disposition is not paid within twenty (20) days after a written claim has been received by the corporation, the claimant may at any time thereafter bring suit against the corporation to recover the unpaid amount of the claim and, to the extent successful in whole or in part, the claimant shall also be entitled to be paid the expense of prosecuting such claim. The claimant shall be presumed to be entitled to indemnification hereunder upon submission of a written claim (and, in an action brought to enforce a claim for expenses incurred in defending any Proceeding in advance of its final disposition, where the required undertaking has been tendered to the corporation), and thereafter the corporation shall have the burden of proof to overcome the presumption that the claimant is so entitled. It shall be a defense to any such action (other than an action with respect to expenses) that the claimant has not met the standard of conduct that makes it permissible hereunder for the corporation to indemnify the claimant for the amount claimed, but the burden of proving such defense shall be on the corporation. Neither the failure of the corporation (including its directors, independent

legal counsel, or members) to have made a determination prior to the commencement of such action that indemnification of or reimbursement or advancement of expenses to the claimant is proper under the circumstances because he or she has met the applicable standard of conduct set forth herein nor an actual determination by the corporation (including its directors, independent legal counsel, or members) that the claimant is not entitled to indemnification or to the reimbursement or advancement of expenses shall be a defense to the action or create a presumption that the claimant is not so entitled.

The rights conferred in this Article 13 shall not be exclusive of any other right that any person may have or hereafter acquire under any statute, provision of the Articles of Incorporation or the Declaration, Bylaws, agreement, vote of members or disinterested directors, or otherwise.

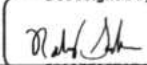
Any rights provided under this Article 13 shall continue as to a person who has ceased to be a director, officer, employee or agent and shall inure to the benefit of his or her heirs, executors and administrators. The rights of a director or officer arising hereunder shall not be eliminated or impaired by an amendment to or repeal of this Article 13 after the occurrence of the act or omission that is the subject of the Proceeding for which indemnification or advancement of expenses under this Article 13 is sought. The rights conferred by this Article 13 shall be deemed to be contract rights between the corporation and each person who is or was a director or officer. The corporation expressly intends each such person to rely on the rights conferred hereby in performing his or her respective duties on behalf of the corporation.

ARTICLE 14. AMENDMENT

These Articles of Incorporation may only be amended as set forth in the Declaration.

[Remainder of page intentionally left blank; signatures follow.]

IN WITNESS WHEREOF, the incorporator has hereunto set his hand and seal on
11/5/2023

DocuSigned by:

5909E795F3B44CE
Rodney Sarkela, Incorporator

CONSENT TO SERVE AS REGISTERED AGENT

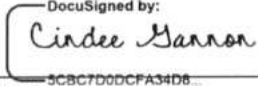
The undersigned hereby consents to serve as registered agent in the State of Washington for the Riverwalk at Lewis River Homeowners Association. The undersigned understands that as agent for the corporation, the undersigned will be responsible to receive service of process in the name of the corporation, to forward all mail to the corporation, and to immediately notify the office of the Secretary of State in the event it resigns or changes its address, or the corporation changes the address of its registered office.

Address of Registered Agent:

700 Washington Street, Suite 701
Vancouver, WA 98662

DATED: 11/3/2023.

SW&W Registered Agents, Inc.

By: 
Cindee Gannon, Secretary



Front Desk Transaction Request Form

☐ Front Desk Wait (\$100 fee for Immediate Service) ☐ Routine (Drop Off – 10-14 business days) ☒ Expedite (\$100 Fee Drop off - 2-3 Business Days)

Name: Ana C

Address: 1780 Barnes Blvd SW, Tumwater, WA 98512

Phone: 360-956-9500, ext. 107

Email: ACarlon@CogencyGlobal.com

UBI Number	Entity Name	Type of Request
	RIVERWALK AT LEWIS RIVER HOMEOWNERS' ASSOCIATION	A

Type of Transactions:

- ☒ A. Formation/Articles/Registration
☐ B. Amended and restated
☐ C. Merger or Conversion
☐ D. Annual Report, Amended Report, Reinstatement
☐ E. Apostille or Authentication
☐ F. Other : statement of change
☐ G. Long Form Certificate of Existence
☐ H. Short Form Certificate of Existence
☐ I. Photo Copies
☐ J. Certified Copies



COGENCYGLOBAL®

Country: _____

☐ Charter Docs ☐ Other: _____
☐ Charter Docs ☒ Other: OF FILED EVIDENCE

SERVICE TYPE	FEE
Filing	
Filing	
Apo	
Certificates	
Records	
Other	
Other	
Expedite Fee	
TOTAL DUE:	

NOTES:



WASHINGTON
Secretary of State
Corporations & Charities Division

Corporations and Charities Division

Physical/Overnight address:

801 Capitol Way S
Olympia, WA 98501-1226

Mailing address:

PO Box 40234
Olympia, WA 98504-0234
Tel: 360.725.0377

sos.wa.gov/corps

11/07/2023

SW&W REGISTERED AGENTS, INC.
700 WASHINGTON ST STE 701
VANCOUVER WA 98660-3338

Business Entity Name: RIVERWALK AT LEWIS RIVER HOMEOWNERS ASSOCIATION
UBI Number: 605 361 251
Expiration Date: 11/30/2024

Congratulations!

You have completed the filing to create a new business entity. **The next step in opening your new business entity, is to complete a Business License Application.** The Business License Application can be completed online or downloaded at: <https://www.dor.wa.gov/> if you have not already completed this step. If you have any questions about the Business License Application, contact information for Business License Services can be found at <https://www.dor.wa.gov/contact>

FEDERAL REQUIREMENT

The IRS requires business entities to receive an Employer Identification Number "EIN". Please see the IRS website for additional details on how to apply for an EIN through their online portal at <https://www.irs.gov>

IMPORTANT

To keep your filing status Active and avoid Administrative Dissolution, you **must**:

1. **File an Annual Report** and pay the annual fees each year before the expiration date for the business entity. A notice to file your Annual Report will be sent to your registered agent on file. It is the business entity's responsibility to file the report even if no notice is received.
2. **Maintain a Registered Agent** and registered office in Washington State. You must submit changes regarding your Registered Agent, agent's address, email, registered office or principal office address to the Corporations Division. Failure to do so may result in administrative dissolution/termination.

If you have questions about an Annual Report or Registered Agent requirements, please contact the Corporations Division by email corps@sos.wa.gov or by phone at 360-725-0377 or visit our website for a chat option with a representative.

If your business entity accepts or solicits donations from the public OR the business entity is a nonprofit holding \$250,000 or more in charitable assets you may also be required to register with the Charities Program. You may review the self-assessment guides on our website at <https://www.sos.wa.gov/charities>

Sincerely,
Washington Secretary of State
Corporations and Charities Division
corps@sos.wa.gov

**BYLAWS
OF
RIVERWALK AT LEWIS RIVER HOMEOWNERS ASSOCIATION**

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ARTICLE 1 - PLAN OF LOT OWNERSHIP; DEFINITIONS

1.1 Bylaws Applicability.

These Bylaws apply to the Lots, the Common Elements, and Limited Common Elements in Riverwalk at Lewis River ("Riverwalk"), a planned, miscellaneous, community in Cowlitz County, Washington, that have been subjected to the Declaration of Covenants, Conditions, and Restrictions for River Walk at Lewis River (the "Declaration"), as well as to RIVERWALK AT LEWIS RIVER HOMEOWNERS ASSOCIATION, a Washington nonprofit corporation (the "Association"), and the entire management structure thereof.

1.2 Lots; Property.

The Lots, the Common Elements and the Limited Common Elements may be collectively referred to in these Bylaws as the "Property" or "Project" and the Lots individually as a "Lot" or collectively as the "Lots." If the Owners vote not to rebuild any Lot pursuant to Section 10.6.1, that Lot's allocated interests are automatically reallocated upon the vote as if the Lot had been condemned under RCW 64.90.030, and the Association promptly must prepare, execute, and record an amendment to the Declaration reflecting the reallocations.

1.3 Personal Application.

All present or future Owners, tenants, Occupants, and their employees, and any other person that might occupy any portion of the Property in any manner, are subject to the provisions set forth in these Bylaws. The acquisition, rental, or occupancy of any of the Lots constitutes acceptance and ratification of these Bylaws and agreement to comply with all Bylaw provisions.

1.4 Definitions.

Capitalized terms used but not defined herein have the meanings attributed to them in Article 1 of the Declaration.

1.5 Washington Uniform Common Interest Ownership Act; Washington Nonprofit Corporation Act.

The Property, all Lots and Owners thereof, and the Association and all Members thereof, are subject to the Washington Uniform Common Interest Ownership Act (RCW 64.90) ("WUCIOA") and the Washington Nonprofit Corporation Act, Chapter 24.03A RCW, as amended (the "Act").

ARTICLE 2 - ASSOCIATION MEMBERSHIP; VOTING; MAJORITY OF OWNERS; QUORUM; PROXIES

2.1 Membership in the Association.

Upon recordation of a conveyance or a land sale contract to convey a Lot, the grantee or contract purchaser named in the conveyance or contract will automatically be and will remain a Member of the Association until the person's ownership ceases for any reason. Membership is

appurtenant to and cannot be separated from, ownership of any Lot. For all purposes of the Declaration and the administration of the Property, Lot ownership will be determined from the records maintained by the Association. The record will be established by the Owner filing with the Association a copy of the deed to or land sale contract for the Owner's Lot, to which must be affixed the certificate of the recording officer of Benton County, Washington, showing the date and place of recording of the deed or contract. No person will be recognized as an Owner unless a copy of the deed or contract has been filed with the Association as provided above showing the Owner to be the current Owner or contract purchaser of a Lot. Notwithstanding the foregoing, Declarant is the Owner of all previously unsold Lots, although no deed or land sale contract, with respect to such Lots, has been filed with the Association.

2.2 Voting Rights.

The Members of the Association shall consist of one class. A Member is entitled to one vote for each Lot owned with respect to all matters on which Owners are entitled to vote. When more than one person or entity owns a Lot, the vote for the Lot may be cast as the person or entity determines, but in no event will fractional voting be allowed. Fractionalized or split votes will be disregarded, except for purposes of determining a quorum.

2.3 Majority of Owners.

As used in these Bylaws, the term *majority* means those Owners holding over 50 percent of the voting rights allocated to the Owners in accordance with the Declaration and Section 2.2 above. *Majority of Owners present* means Owners holding over 50 percent of the votes present at any meeting in which a quorum is present.

2.4 Authority to Vote.

All Owners, including those who have leased their Lot to a third party, will be entitled to vote as Members. An Owner's right to vote may not be revoked. A purchaser under a land sale contract entitled to immediate possession of the Lot will be deemed the Owner thereof, unless otherwise provided in the contract.

2.5 Fiduciaries and Joint Owners.

An executor, administrator, guardian, or trustee may vote, in person or by proxy, at any meeting of the Association with respect to any Lot owned or held by the person in such capacity, whether or not the Lot has been transferred to the person's name, as long as the person has satisfied the Secretary (in the Secretary's reasonable discretion) that the person is the executor, administrator, guardian, or trustee holding the Lot in such capacity. Whenever any Lot is owned by two or more persons jointly according to the records of the Association, the vote of the Lot may be exercised by any one of the Owners then present, in the absence of protest by a co-owner. In the event of a protest, no one co-owner will be entitled to vote without the approval of all co-owners. In the event of disagreement among the co-owners, the vote of the Lot will be disregarded for all purposes, except for determining whether a quorum is present.

ARTICLE 3 - ADMINISTRATION

3.1 Association Responsibilities.

The Owners constitute the Members of the Association. Except as otherwise provided in the Declaration or these Bylaws, decisions and resolutions of the Association will require approval by a majority of the Owners present at any meeting in which a quorum is present. Owners must be given a reasonable opportunity at any meeting to comment on any matter affecting the common interest or the Association. The Association shall hire a professional owners association management company to assist with passing a budget; maintaining Association books and records; complying with the Governing Documents and applicable laws; and such other administrative requirements as the Board deems appropriate.

3.2 Annual Meetings.

A meeting of the Members of the Association must be held at least once a year. The annual meeting of the Members shall be held in November each year.

3.3 Special Meetings.

Special meetings of the Members for any purpose or purposes unless otherwise prescribed by statute may be called by the President, a majority of the Board of Directors (the "Board"), or by the written request of the Members having twenty percent (20%) of the votes in the Association.

3.4 Transition Meeting.

The Board must call a meeting for the purpose of turning over administrative control of the Association from Declarant to the Members in accordance with Section 8.4 of the Declaration. At the Transition Meeting, Declarant must relinquish control of the administration of the Association and the Owners must assume such control and must elect the Board in accordance with the provisions of ARTICLE 4 of these Bylaws.

3.5 Place of Meetings.

Formal meetings of the Association must be held at suitable places reasonably convenient to the Owners, as may be designated by the Board or President.

3.6 Notice of Meetings.

Written notice of each annual and special meeting shall be provided to each Owner of record at least fourteen (14) but not more than fifty (50) days before the meeting. See the notice provisions in ARTICLE 16, below, for additional Notice requirements.

3.6.1. If the Association does not provide notice to Owners of a special meeting within thirty days after the requisite number or percentage of Owners requests the meeting, the requesting Members may directly provide notice to all Owners. Only matters described in the meeting notice may be considered at a special meeting.

3.6.2. If an annual or special meeting is adjourned to a different date, time or place, notice need not be given of the new date, time or place if the new date, time or place is announced at the meeting before adjournment unless a new record date is or must be fixed. If a new record date for the adjourned meeting is or must be fixed, however, notice of the adjourned meeting must be given to persons who are Members as of the new record date.

3.7 Waiver of Notice.

The minimum time to provide notice required for annual and special meetings may be reduced or waived for a meeting called to deal with an emergency. A member may waive notice required to be given under these Bylaws, the Articles of Incorporation or by applicable law, whether before or after the date and time stated therein. A valid waiver is created by any of the following three methods: (a) in writing signed by the member entitled to the notice and delivered to the Association for inclusion in its corporate records, (b) by attendance at the meeting, unless the member at the beginning of the meeting objects to holding the meeting or transacting business at the meeting; or (c) by failure to object at the time of presentation of a matter not within the purpose or purposes described in the meeting notice.

3.8 Quorum.

Except as otherwise provided in these Bylaws, the presence in person or by proxy, or if a vote is taken, by absentee ballot, of Owners holding 20 percent or more of the outstanding votes in the Association, as defined in Section 2.2, will constitute a quorum. If any meeting cannot be held because a quorum is not present, the Members present may adjourn the meeting to a time not less than ten (10) days nor more than thirty (30) days from the time the original meeting was scheduled. At any such meeting properly called, the presence of any Member shall constitute a quorum.

3.9 Voting; Proxies.

Owners may cast votes in person, by written ballot, by absentee ballot, by electronic ballot if the Board so elects, or by proxy, in accordance with the procedures specified in RCW 64.90.455. Proxies must be filed with the Secretary of the Association ("Secretary") before or during the appointed meeting. A proxy will expire one year after the date it was signed unless a shorter period is specified in the proxy. A proxy will not be valid if it is undated or purports to be revocable without notice. No proxy appointment may be effectively revoked until written notice in writing of such revocation has been given to the Secretary by the member appointing the proxy. The Association may conduct a vote without a meeting upon providing adequate notice to the Owners, in accordance with RCW 64.90.455(6).

3.10 Participation by Virtual Appearance.

At the discretion of the Board or the President, Members and proxies may participate in a meeting of the Members by any means of telephone, video or other communication by which all persons participating in the meeting can hear each other during the meeting, and participation by such means shall constitute presence in person at the meeting.

3.11 Actions by Members Without a Meeting.

Any action which may or is required to be taken at a Meeting of the Members may be taken without a meeting if the Association notifies the Members that a vote will be taken by ballot. The notice must state the time and date the ballot must be delivered to be counted, which must be at least 14 days after the date of the notice. The notice must attach the ballot, state the percent of votes necessary to meet the quorum requirements, and state the percent of votes necessary to approve each matter other than election of board members. The ballot must set forth each proposed action and provide an opportunity to vote for or against the action. The deadline to return the ballot may be extended up to eleven months, if the Association does not receive a sufficient number of votes to constitute a quorum, or to approve the proposal. Notice of the extension shall be given to all Members and votes cast prior to the extension notice shall be valid, unless revoked by the Member who cast the vote, in accordance with RCW 64.90.455. Whenever any notice is required to be given to any Member pursuant to applicable law, a waiver thereof in writing, signed by the person or persons entitled to notice, shall be deemed equivalent to the giving of notice.

3.12 Order of Business.

The order of business at all annual meetings will be:

- (a) Roll call.
- (b) Proof of notice of meeting or waiver of notice.
- (c) Reading of minutes of the preceding meeting.
- (d) Reports of officers.
- (e) Reports of committees.
- (f) Election of inspectors of election.
- (g) Election of Directors.
- (h) Unfinished business.
- (i) New business.
- (j) Adjournment.

3.13 Procedure.

All meetings of the Association, the Board, the ACC, and other Association committees will be conducted with Roberts Rules of Order or other procedure adopted by the Board from time to time. A tie vote does not constitute a majority or approval of any motion or resolution.

3.14 Meeting Minutes.

The Association shall make available to each Owner of record for examination and copying minutes from the previous Association meeting not more than sixty (60) days after the meeting.

3.15 Dispute Resolution.

The laws of the State of Washington shall be used to interpret and enforce these Bylaws, without regard to conflict of laws principles. In the event that any disputes arise regarding the interpretation or enforcement of these Bylaws, such disputes shall be resolved as follows:

3.15.1. The parties shall first attempt to resolve them by good faith negotiations. If any disputes cannot be resolved by direct negotiations within fifteen (15) days or such longer time as is mutually agreed by the parties, then the parties shall submit such disputes to mediation, which shall focus on the needs of all concerned parties and seek to solve problems cooperatively, with an emphasis on dialogue and accommodation. The contents of all discussions during the mediation shall be confidential and non-discoverable in subsequent arbitration or litigation, if any. Any party may, without violating this Agreement, seek from a court any interim or provisional relief that may be necessary to property of that party pending the mediation.

3.15.2. If any dispute cannot be resolved through mediation, or if any party refuses to mediate or to name a mutually acceptable mediator or establish a timeframe for mediation within a period of time that is reasonable considering the urgency of the disputed matter, or fails to agree to procedures for the mediation, then any party who desires dispute resolution shall seek binding arbitration as hereinafter provided.

3.15.3. All disputes among the parties arising out of or related to this Agreement may be resolved by binding arbitration within the State of Washington. Within twenty (20) days of receiving written demand for arbitration, the parties involved in the dispute shall attempt to reach agreement upon the selection of a qualified impartial arbitrator. If the parties cannot agree upon an arbitrator within twenty (20) days from the date written demand for arbitration is served, such arbitrator shall be appointed by a panel. The panel shall consist of one designee appointed by each party. If the panel is an even number and the panel cannot agree upon an arbitrator, another panel member shall be appointed by the panel. The decision of the arbitrator so appointed shall be final and binding on the parties. The cost of arbitration shall be shared equally among the parties. Any arbitration shall be conducted in accordance with the rules of the Portland Arbitration Association then in effect, although the arbitration need not be conducted under the auspices of the Association. Any arbitration award may be enforced by judgment entered in the District Court of the State of Washington for Clark County.

3.15.4. The parties shall equally share in the costs of mediation and/or arbitration.

3.15.5. Notwithstanding anything provided in this Dispute Resolution section, the Association shall not be required to submit any collection or foreclosure actions to mediation or arbitration.

3.16 Attorneys' Fees.

If a lawsuit, mediation, or arbitration is commenced to enforce the terms and provisions of this Declaration (including without limitations, suit or action for the collection of Assessments), the prevailing party will be entitled to its actual administrative costs incurred because of a matter or event that is the subject of the suit or action, attorney fees and costs in the suit or action to be fixed by the trial court, and in the event of an appeal, the cost of the appeal, together with reasonable attorney fees, to be set by the appellate court. In addition, the Association will be entitled to its reasonable attorney fees and costs incurred in any enforcement activity or to collect

delinquent Assessments, together with the Association's actual administrative costs.

ARTICLE 4 - BOARD OF DIRECTORS

4.1 Number.

The Board will be composed of at least three (3) persons and if more board positions are added, the total shall be an odd number.

4.2 Qualifications.

After the Transition Meeting, all Board members must be an Owner or a co-owner of a Lot. If a Lot is owned by more than one owner, only one owner of that Lot may serve on the Board at any one time. A board member, officer or employee of a corporation, the trustee of a trust, the personal representative of an estate, or an employee of a trust or estate may serve on the Board if the corporation, trust, or estate owns a Lot. To determine the qualifications of any officer or board member, "Owner" includes any board member, officer, member, partner, or trustee of any person who either alone or in conjunction with another person, is an Owner. If a person ceases to have an affiliation with the Owner entity that otherwise qualified the person to serve as a board member or officer, that person shall cease to be qualified to remain a board member or officer.

4.3 Assumption of Duties.

Board members and officers must take office upon adjournment of the meeting or other event at which they were elected or appointed and must serve until their successor takes office.

4.4 Powers and Duties.

The Board has the powers and duties necessary for the administration of the affairs of the Association and may do all such acts and things that are not by law, by the Declaration, or by these Bylaws directed to be done by the Owners. In addition to duties imposed by these Bylaws or by resolutions of the Association, the Board has authority to carry out and be responsible for all powers and duties listed in RCW 64.90.405 and the following matters:

4.4.1. Upkeep of Common Elements and Limited Common Elements. Care, upkeep, and supervision of the Common Elements and Limited Common Elements.

4.4.2. Reserve Accounts and Reserve Study. Establishment and maintenance of replacement Reserve Accounts in the name of the Association that the Board deems prudent for replacement of Common Elements and Limited Common Elements improvements or facilities. The Board shall have discretion as to decisions relating to the preparation and updating of a reserve study in accordance with RCW 64.90.545 and Exhibit A.

4.4.3. Assessment Collection. Designation and collection of Assessments from the Owners, in accordance with these Bylaws and the Declaration.

4.4.4. Budget; Voucher System. Establishment of a budget, payment of common expenses of the Association, and institution and maintenance of a voucher system for such

payment, which must require a sufficient number of signatories thereon as may be reasonably necessary to prevent any misuse of Association funds, in accordance with these Bylaws and the Declaration. The Board must adopt a budget in accordance with RCW 64.90.525.

4.4.4.1. *Budget Elements.* The budget must include: the projected income to the Association, by category; projected common expenses and specially allocated expenses that are subject to being budgeted, both by category; amount of Assessments per Lot and the date Assessments are due; current amount of regular Assessments budgeted for contribution to the reserve account; 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 the current deficiency or surplus in reserve funding expressed on a per Lot basis.

4.4.4.2. *Budget Ratification.* Within thirty days after adoption of any proposed budget, the Board must provide a copy of the budget to all Owners and set a date for a ratification meeting, not less than fourteen nor more than fifty days after providing the proposed budget to the Owners. Unless a majority of the Owners reject the budget, the budget and Assessments against Lots included in the budget are ratified, whether or not a quorum is present at the budget meeting. If the proposed budget is rejected or the required notice is not given, the periodic budget last ratified by the Owners continues until the Owners ratify a subsequent budget proposed by the Board.

4.4.4.3. *Special Assessments.* At any time, the Board may propose a Special Assessment, which will be effective if the Board follows the Budget Ratification procedures outlined in section 4.4.4.2 above, and the Owners do not reject the Special Assessment. The Board may provide that the Special Assessment may be due and payable in installments over any period it determines and may provide a discount for early payment.

4.4.4.4. *Limited Assessments.* At any time, the Board may impose a Limited Assessment against a particular Owner, and such Owner's Lot, directly attributable to such Owner, equal to the cost incurred by an Association in connection with corrective action, including, without limitation, addressing damage to any Common Area or Limited Common Area; the failure of an Owner to keep such Owner's Lot and/or Improvements in proper repair; fines imposed according to the Rules and Regulations; attorneys' fees; reimbursement for any expense charged to the Association caused by the Owners' negligence, and interest thereon. The Board shall give each Owner notice and an opportunity to be heard before taking any collections action related to Special Assessments, as outlined in Section 5.7, below.

4.4.5. Insurance. Procurement and maintenance of insurance policies and payment of associated premiums out of the common expense funds in respect to the Common Elements and Limited Common Elements, as provided in ARTICLE 10 of these Bylaws.

4.4.6. Personnel. Designation and dismissal of the personnel necessary for the maintenance and operation of the Project.

4.4.7. Financial Statements. Causing the preparation and distribution to each of the Owners, annual financial statements of the Association in accordance with accrual-based accounting practices. In the event annual Assessments of the Association are fifty thousand dollars (\$50,000) or more, the financial statements of the Association shall be audited at least annually by an independent certified public accountant. If the annual Assessments are less than \$50,000, the requirement for an annual audit by an independent certified public accountant may be waived by a majority of the Owners other than the Declarant.

4.4.8. Rules. Adoption and amendment of administrative rules and regulations governing the details of operation and use of the Common Elements and Limited Common Elements and administration of the Association, including a fine schedule for violations of the Governing Documents, or any rules or regulations promulgated thereunder. The Board shall notify each Owner of its intent to adopt, amend, or repeal a Rule or Regulation and provide a copy of each amendment, modification, or revocation with a proposed date upon which the Board will act on it after considering comments from Owners. Every rule must be reasonable.

4.4.9. Copies of Documents; Bank Accounts. Causing the Association to comply with RCW 64.90.475 relating to, maintenance of all records of the Association, including names and addresses of owners and other occupants of the Lots, financial and other records sufficiently detailed to enable the Association to fully declare to each Owner the true statement of its financial status, depositing all funds of the Association in the name of the Association with a qualified financial institution, depositing all Assessments in a separate bank account in the name of the Association, ensuring funds of the Association are not commingled with funds of any other organization, Association, or other person; ensuring funds of the Association are not kept in a custodial or trust account; payment of all expenses of the Association from the Association's bank account, maintenance and distribution of financial statements, and maintenance of copies suitable for duplication of the Governing Documents, the most recent annual financial statement, and the current operating budget of the Association.

4.4.10. Tax Returns. Causing the Association to file the necessary tax returns of the Association.

4.4.11. Mailing Address. Establishing and maintaining a current mailing address for the Association.

4.4.12. Professional Services and Contracts. Employment of or contract with legal, accounting, and other personnel or consultants for reasonable compensation to perform such services as may be required for the proper administration or management of the Association and for preparing and filing the required income tax returns or forms. The Board may terminate contracts and leases without penalty after the Transition Meeting, as provided in RCW 64.90.430.

4.4.13. Enforcement Actions and Litigation. Institute, defend, or intervene in litigation or in arbitration, mediation, or administrative proceedings or any other legal proceeding in the Association's name on behalf of itself or two or more Owners on matters affecting the

common interest community.

4.4.13.1. The Board must promptly provide notice to the Owners of any legal proceeding in which the Association is a party, other than proceedings involving enforcement of rules or to recover unpaid Assessments or other sums due the Association.

4.4.13.2. The Board may determine whether to take enforcement action for a violation of the Governing Documents. Subject to the limitations specified in section 4.5 below, the Board may suspend any right or privilege of an Owner who fails to pay an Assessment, impose and collect reasonable fines against an Owner or tenant/occupant for any violation, after giving notice and an opportunity to be heard, if the Owner or tenant/occupant does not cure the violation within ten days after receiving notice of the violation.

4.4.13.3. The Board does not have a duty to take enforcement action if it is not in the Association's best interests to do so. The Board's decision to not pursue enforcement action does not prevent the Board from taking enforcement action under another set of circumstances, but the Board may not be arbitrary or capricious in its enforcement decisions.

4.4.14. Other Actions. Act on such matters as may come up from time to time between meetings of the Association.

4.5 Limited Authority.

The Board may not take any of the following actions, except with the vote or written assent of the Owners as specified in the Declaration and RCW chapter 64.90:

4.5.1. Organizational Actions. Amend the Declaration, except as provided in the Declaration; amend the organizational documents of the Association; rescind the Declaration; extend development rights; amend the budget; terminate the common interest community; elect members of the board, except to fill vacancies, as provided above; or determine the qualifications, powers, duties or terms of office of board members.

4.5.2. Third-Party Contracts. Enter into a contract with a third party to manage or provide other services for the Common Elements, Limited Common Elements, or the Association for a term longer than three years with the following exceptions:

4.5.2.1. Management contracts, service contracts, or employment contracts made by or on behalf of the Association, the Board or the Owners; however, if entered into before the Transition Meeting, such contracts may not exceed three years and may be terminated without penalty to the Declarant, the Association, or the Board if the Board gives not less than 30 days' written notice of termination to the other party not later than 60 days after the Transition Meeting.

4.5.2.2. A prepaid casualty or liability insurance policy, or a casualty and liability insurance policy, the term of which does not exceed three years, as long as

the policy permits short-rate cancellation by the insured.

4.5.3. Borrowing. Borrow funds to be secured by an assignment of the Association's right to receive future income, without providing notice to all Owners. The notice must include the purpose and maximum amount of the loan, the estimated amount and term of any Assessments required to repay the loan, a reasonably detailed projection of how the money will be spent, and the interest rate and term of the loan. The notice must set a date for a meeting of the Owners not less than fourteen and no more than sixty days after mailing of the notice, to consider ratification of the borrowing. At the meeting, whether or not a quorum is present, the Owners holding two-thirds of the votes in the Association may reject the proposal to borrow funds. Absent such a rejection, the Association may borrow the funds in substantial accordance with the terms contained in the notice.

4.5.4. Conveyance or Encumbrance of Common Elements. Convey or subject portions of the Common Elements or Limited Common Elements to a security interest by the Association as further described in RCW 64.90.465. Notwithstanding any provision to the contrary, such a conveyance or encumbrance shall be effective only if approved by Owners entitled to cast at least eighty (80) percent of the votes allocated to Lots not owned by the Declarant; and conveyance or encumbrance of Limited Common Elements must be approved by all Owners of the affected Limited Common Element.

4.5.5. Compensating Board Members. Pay compensation to members of the Board or officers of the Association for services performed in the conduct of the Association's business; however, the Board may cause a member or officer to be reimbursed for expenses incurred in carrying on the business of the Association.

4.5.6. Suspending Owner's Rights. The Board may not deny an Owner or other occupant access to the Owner's Lot; suspend an Owner's right to vote; or withhold services provided to a Lot or an Owner by the Association if the effect of doing so would endanger the health, safety, or property of any person.

4.6 Managing Agent.

The Board may employ a managing agent, to be compensated in an amount established by the Board, to perform such duties and services as the Board authorizes, including, but not limited to, the duties listed in section 4.4 of these Bylaws.

4.7 Master Association.

The Board may delegate any of its powers described in RCW 64.90.405 to a Master Association in accordance with RCW 64.90.300.

4.8 Interim Board and Officers.

Declarant hereby reserves administrative control of the Association until the Transition Meeting. Subject to the provisions of the subparagraphs of section 8.1 in the Declaration, Declarant, in its sole discretion, may appoint and remove members of the Board and officers of the Association whose terms of service will end on or before the date of the Transition Meeting.

However, at the Transition Meeting, at least one Director must be elected by Owners other than Declarant, even if Declarant otherwise has voting power to elect all Directors.

4.9 Post-Transition Meeting Board Election and Term of Office.

At the Transition Meeting, the term of office of two Directors will be fixed for two years and one Director's term will be fixed at one year. Should the number of Directors serving on the Board be increased, the same sequential election terms will apply as nearly as is practicable. Upon expiration of the initial term of office of each respective Director, the Director's successor will be elected to serve a term of two years. The Directors will hold office until their successors have been elected and hold their first meeting. At the Transition Meeting, upon agreement by vote of the Owners, the Owners may elect Directors by using a ballot that permits each Owner to vote for three nominees. In that event, the two nominees receiving the highest number of votes will be the two-year Directors and the one nominee receiving the next highest number of votes thereafter, will be the one-year Director. In the event of a tie, the Owners may cast tie-breaking votes for the affected Director positions.

4.10 Vacancies.

Vacancies on the Board caused by any reason other than the removal of a Director by a vote of the Association will be filled for the balance of the term of each directorship by vote of a majority of the remaining Directors, even though they may constitute less than a quorum. Each person so elected will be a Director until a successor is elected upon expiration of the term for which the person was elected to serve by the other Directors term or, if earlier, until the next regularly scheduled election of board members. If no Directors remain in office, and there are no members with rights to elect directors, then the attorney general has the power to appoint one (1) or more Directors selected for their interest and ability to carry out the purposes of the corporation.

4.11 Removal of Directors.

At any annual or special meeting (not including actions proposed to be taken by written ballot without a meeting), any one or more of the Directors may be removed with or without cause, by the lesser of a) a majority vote of the total voting power of the Owners entitled to vote for election of the Director proposed to be removed or b) two-thirds of the votes cast by such Owners at the meeting, and a successor may be then and there elected to fill the vacancy thus created; however, the notice of meeting must specifically indicate that the removal of one or more named Directors is an agenda item for the meeting. Any Director whose removal has been proposed by the Owners must be given an opportunity to be heard at the meeting before the vote.

4.11.1. The Board may, without an Owner vote, remove a director elected by the Owners if a) the Director is delinquent in the payment of Assessments more than sixty days and b) the Director has not cured the delinquency within thirty days after receiving notice of the Board's intent to remove him/her from office, or (c) for the reasons specified in 4.11.3.

4.11.2. A Director appointed by the Declarant may not be removed by Owner vote during any period of Declarant Control.

4.11.3. A director elected by the Owners may be removed, by the Board if the Director: (a) is appointed a guardian under RCW 11.130.185 or 11.130.265; (b) is appointed a conservator under RCW 11.130.360; (c) is subject to a written certification by his or her attending physician that in the physician's opinion the Director is substantially unable to manage his or her financial resources or resist fraud or undue influence; (d) has been convicted of a felony; (e) has been found by a final order of any court of competent jurisdiction to have breached a duty as a director under RCW 24.03A.495; (f) has missed more than fifty percent of board meetings in a given year; or (g) who does not satisfy any of the qualifications for directors set forth in the articles or bylaws at the beginning of the director's current term, if the decision that the director fails to satisfy a qualification is made by the vote of a majority of the directors who meet all of the required qualifications.

4.12 Board Meetings.

4.12.1. Regular Meetings. During the period of Declarant control, the Board must meet at least four times a year. Regular meetings of the Board may be held at such time as determined, from time to time, by a majority of the Directors. Regular meetings of the Board may be called by the President.

4.12.2. Special Meetings. Special meetings of the Board may be called by the President or Secretary or on the written request of at least a majority of Directors.

4.12.3. Emergency Meetings. In the event of an emergency, during which a quorum of the Board cannot be readily assembled because of some catastrophic event, the Board may take all actions as authorized by RCW 624.03A.145.

4.12.4. Executive Session. At the discretion of the Board, the following matters may be considered in executive sessions: (a) consultation with legal counsel or consider communications with legal counsel concerning rights and duties of the Association regarding existing or potential litigation or criminal matters; (b) matters involving possible violations of the governing documents of the Association; (c) matters involving the possible liability of an Owner of the Association; (d) personnel matters, including salary negotiations and employee discipline; (e) negotiations of contracts with third parties; (f) collection of Assessments; and (e) any other matters permitted by the WUCIOA.

4.12.4.1. Except in the case of an emergency, the Board must vote in an open meeting whether to meet in executive session. If the Board votes to meet in executive session, the presiding officer of the Board must state the general nature of the action to be considered, as precisely as possible, and when and under what circumstances the deliberations can be disclosed to Owners. The statement, motion, or decision to meet in executive session must be included in the minutes of the meeting.

4.12.4.2. A contract or an action considered in executive session does not become effective unless the Board, following the executive session, reconvenes in open meeting and votes on the contract or action, which must be reasonably identified in the open meeting and included in the minutes.

4.12.5. Notice of Board Meetings. Unless the meeting is included in a schedule given to the Owners or the meeting is called to deal with an emergency, the Secretary or other officer specified in the organizational documents, must provide notice of each Board meeting to each Board member and to the Owners by mail, electronic mail or other electronic transmission. For other than emergency meetings, notice must be given to each Owner and Board Member at least fourteen (14) days before the meeting and the notice must state the time, place, and agenda for the meeting.

4.12.6. Waiver of Notice to Directors. Before, at, or after any Board meeting, any Director may, in writing, waive notice of the meeting, and the waiver will be deemed equivalent to the giving of the notice. Attendance by a Director at any meeting of the Board will be a waiver of notice by the Director of the time and place thereof, except where a director attends a meeting for the express purpose of objecting to the transaction for any business because the meeting is not lawfully called or convened. If all the Directors are present at any meeting of the Board, no notice to Directors will be required, and any business may be transacted at the meeting.

4.12.7. Board of Directors' Quorum. At all meetings of the Board, the presence, whether in person or virtually, of a majority of the existing Directors will constitute a quorum for the transaction of business, and the acts of the majority of the Directors will be the acts of the Board. Presence, for purposes of establishing a quorum is determined by calculating the number of Directors appearing in person, virtually, or by proxy at the beginning of the meeting at a formal gathering or, if a vote is taken by, written ballots, or ballots by mail or electronic transmissions, when ballots are returned representing the number of votes required to approve the proposal. If quorum requirements are not met at any meeting of the Board, the majority of those present may adjourn the meeting from time to time. At any such adjourned meeting, any business that might have been transacted at the meeting as originally called may be transacted without further notice.

4.12.8. Board Meetings Open to All Association Members. Except for executive sessions, all meetings of the Board will be open to all Members of the Association; however, no Association Member will have a right to participate in the Board's meetings unless the Member is also a member of the Board. At each Board meeting, the Board must provide a reasonable opportunity for Owners to comment regarding matters of common interest and the Association. The Board will have authority to exclude any Association Member who, after warning by the chair of the meeting, disrupts the proceedings at a meeting of the Board.

4.12.9. Virtual Appearance. At the discretion of the Board or the President, the Board may meet by telephone, video, or other conferencing process or other similar communications equipment or digital real time medium, if the meeting notice states as much and provides information explaining how Owners may participate, and Owners who participate in the meeting can hear or perceive the discussion and to comment.

4.12.10. Unanimous Consent. Instead of meeting, the Board may act by unanimous consent as documented in a record by all its members. After the Transition Meeting, the Board may act by unanimous consent only to undertake ministerial actions, actions subject to ratification by the Owners, or to implement actions previously taken at a meeting of the Board.

4.12.11. Location of Board Meetings. During the period of Declarant control, at least four Board meetings per year must be held at Riverwalk or at a place convenient to it. After the Transition Meeting, all Board meetings must be at Riverwalk, or a place convenient to it, unless the Lot Owners amend the Bylaws to vary the location of those meetings.

4.13 Committees.

The Board may establish committee(s) for any purpose and, except for any committee established pursuant to the special declarant rights, only the Board may establish a committee. Committees authorized to exercise any power reserved to the Board, including the Architectural Review Committee, must include at least two board members who have exclusive voting power for that committee. Committees that are not so empowered are advisory only. Committees empowered to act on behalf of the Board shall follow the same attendance, notice, voting, and participation procedures as those outlined for Board meetings, above.

4.14 Compensation of Directors.

No Director may be compensated in any manner, except for out-of-pocket expenses.

4.15 Validity.

Actions taken by the Board that do not comply with the procedures outlined above are valid unless set aside by a court. A challenge to the validity of an action of the Board for failure to comply with these procedures may not be brought more than ninety days after the minutes of the Board of the meeting at which the action was taken are approved or the record of that action is distributed to the Owners, whichever is later.

ARTICLE 5 - FUNDS AND ASSESSMENTS

5.1 Determination of Fiscal Year; Income Tax Returns.

The fiscal year of the Association will be the calendar year unless otherwise determined by the Board. The Board, in its sole discretion, will determine the manner in which all necessary income tax returns are filed and of selecting all persons to prepare the tax returns.

5.2 Budgeting & Financial Statements.

The Association shall follow the budgeting requirements of RCW chapter 64.90 and section 4.4.4, above. The Association must prepare, or cause to be prepared, at least annually, a financial statement in accordance with accrual-based accounting practices. If annual Assessments total fifty thousand dollars or more, the Association's financial statements must be audited at least annually by a certified public accountant. If annual Assessments are less than fifty thousand dollars, the requirement for an annual audit may be waived annually by a majority of Owners, excluding votes allocated to Lots owned by Declarant. Notwithstanding that budgeting will be done on an accrual basis, the Association's books will be kept on a cash basis and the Association will be a cash basis taxpayer, unless applicable governmental regulations require otherwise.

5.3 Purpose of Assessments; Expenses.

The Assessments levied by the Association will be used exclusively to promote the recreation, health, safety, aesthetics, and welfare of the Owners and Occupants of Riverwalk, for the improvement, operation, and maintenance of the Common Elements and Limited Common Elements, for the administration and operation of the Association, and for property and liability insurance.

5.3.1. Covenants to Pay. Declarant and each Owner covenant and agree to pay the Association the Assessments and any additional charges levied under the Declaration or the Bylaws. All Assessments for operating expenses, repairs and replacement, and reserves will be allocated among the Lots and their Owners as set forth in Section 5.5.1.

5.3.2. Funds Held in Trust. The Assessments collected by the Association will be held by the Association for and on behalf of each Owner and may be used solely as set forth in the Governing Documents. Upon the sale or transfer of any Lot, the Owner's interest in such funds will be deemed automatically transferred to the successor in interest to the Owner.

5.3.3. Offsets. No offsets against any Assessment will be permitted for any reason, including, without limitation, any claim that the Association is not properly discharging its duties.

5.3.4. Right to Profits. Association profits and any surplus funds of the Association remaining after the payment of or provision for common expenses and any prepayment of reserves, if any, will be the property of the Association and will be contributed to the Current Operating Account.

5.4 Basis of Assessment; Commencement of Assessments.

Declarant must pay all common expenses of the Association until the Lots are assessed for common expenses. Declarant is responsible for all expenses in connection with real estate subject to development rights. Expenses associated with the operation, maintenance, repair, and replacement of a Common Element that Owners have a right to use or benefit from must be paid by the Association as a common expense. The amount and date of commencement of the initial annual Assessment, including the Assessment of reserves, if any, will be determined by Declarant. Once annual Assessments begin, all Lots must be assessed their respective portion of the Assessments, regardless of their ownership. Declarant may delay commencement of Assessments for Lots that may be added pursuant to reserve development rights until those Lots are, in fact, added. Declarant may not defer payment of accrued reserves beyond the date of the Transition Meeting described in ARTICLE 3.

5.5 Annual Assessments.

Annual Assessments for each fiscal year will be established when the Board approves and Owners ratify the budget for that fiscal year. The initial annual Assessment will be determined by Declarant and will be prorated on a monthly basis at the time of the closing of the first sale from Declarant. Assessments for partial months shall be prorated. Annual Assessments will be payable on a periodic basis, not more frequently than monthly, as determined by the Board.

5.5.1. Allocation of Assessments. Except for Limited Common Element expenses, the total amount in the budget will be charged against all Lots in an amount equal to the Lot's fractional interest in the Association as an annual assessment. A Lot's fractional interest shall be determined by the fraction $1/x$ in which "x" equals the total number of Lots created on the Property, as of the date of the Assessment. Limited Common Element expenses shall be charged against all Lots that benefit from the Limited Common Element, in an amount equal to the Lot's fractional interest in the Limited Common Element. For Limited Common Elements, a Lot's fractional interest shall be determined by the fraction $1/x$ in which "x" equals the total number of Lots benefitted by the Limited Common Element, as of the date of the Assessment. The Board may adjust common expense liability for the costs of insurance in proportion to risk and the costs of common element utilities in proportion to Owners' respective usage of those utilities as those common expenses are incurred and such risk and usage imbalances are identified.

5.5.2. Nonwaiver of Assessments. If, before the expiration of any fiscal year, the Association fails to fix annual Assessments for the next fiscal year, the annual Assessments established for the preceding year will continue until a new annual Assessment is fixed.

5.6 Special Assessments.

The Board has the power to levy special Assessments against an Owner or all Owners in the following manner for the following purposes:

5.6.1. Correct Deficit. To correct a deficit in the operating budget, by vote of a majority of the Board;

5.6.2. Repairs. To collect additional amounts necessary to make repairs or renovations to the Common Elements or Limited Common Elements if sufficient funds are not available from the operating budget or replacement reserve accounts, by vote of a majority of the Board; or

5.7 Limited Assessments.

Notwithstanding the above provisions with respect to Regular and Special Assessments, a Board may levy Limited Assessments against a Member as authorized by the Governing Documents and applicable law. Limited Assessments are due and payable to the Association when levied.

5.7.1. Special Obligations of an Owner. To collect amounts due to the Association from an Owner for breach of the Owner's obligations under the Governing Documents, by vote of a majority of the Board. These special obligations include but are not limited to fines and penalties imposed by the Association.

5.7.2. Negligence Assessments. Any expense of the Association that is caused by the negligence of any Owner or Owner's tenant, guest, invitee, or occupant, the Association may assess that expense against the Owner's Lot after notice and an opportunity to be heard. Negligence Assessments are limited to the extent of the Association's deductible and any expenses not covered by the Association's insurance policies.

5.7.3. Reimbursement Assessments. The Association may levy an Assessment against any Owner's Lot (a) if a failure to comply with the Governing Documents has necessitated an expenditure of monies by the Association to effect compliance, including but not limited to attorneys' fees, collection costs, or other Association expenses; or (b) resulted in the imposition of a fine or penalty against the Owner or the Owner's Lot (a "Reimbursement Assessment").

5.8 Statement of Assessments.

The Association must provide, within 10 business days of receipt of a written request from an Owner, a written statement that provides:

5.8.1. The amount of Assessments due from the Owner and unpaid at the time the request was received, including (a) regular, special, and limited Assessments, (b) fines and other charges, (c) accrued interest, and (d) late payment charges.

5.8.2. The percentage rate at which interest accrues on Assessments that are not paid when due.

5.8.3. The percentage rate used to calculate the charges for late payment or the amount of a fixed charge for late payment.

5.8.4. The Association is not required to comply with this section if the Association has commenced litigation by filing a complaint against the Owner and the litigation is pending when the statement would otherwise be due.

5.9 Temporary Reduction of Assessment Amount.

If the Association expenses are temporarily less than projected by Declarant because some or most of the Lots are not yet sold or occupied, Declarant will have the authority to reduce temporarily the amount of the Assessment to reflect the lower expenses of the project.

5.10 Accounts.

5.10.1. Types of Accounts. Assessments collected by the Association will be deposited into at least two separate accounts in the name of the Association with a qualified financial institution. The funds must not be commingled with the funds of any other Association or with the funds of any managing agent of the Association or any other person or be kept in any trust account or custodial account in the name of any trustee or custodian. The accounts will be clearly designated as (a) the Current Operating Account and (b) if applicable, the Reserve Account. The Board must deposit those portions of the Assessments collected for current maintenance and operation into the Current Operating Account and must deposit those portions of the Assessments collected as reserves for replacement and deferred maintenance of capital improvements into any Reserve Account. In its books and records, the Association must account separately for operating expenses relating to the Common Elements and Limited Common Elements as well as for necessary reserves relating to the Common Elements and Limited Common Elements and necessary reserves relating to all other matters.

5.10.2. Reserve Account. Unless Declarant or the Board determines that (a) the cost of a reserve study will exceed ten percent (10%) of the Association's annual budget, or (b) the Association has only "nominal reserve costs" (as defined in RCW 64.90.010(34) as now or hereafter amended), a Reserve Account shall be established and administered in accordance with the requirements of RCW 64.90.535 *et. seq.* and as more fully described in Exhibit A attached hereto and by this reference incorporated herein.

5.10.3. Reconciliation. The accounts of the association must be reconciled at least annually unless the Board determines that a reconciliation would not result in a material savings to any Owner.

5.11 Default in Payment of Assessments; Enforcement of Association Liens.

5.11.1. Personal Obligation. Any Assessment properly imposed under the Declaration or Bylaws is the joint and several personal obligation of all Owners of the Lot to which the Assessment pertains. In a voluntary conveyance (i.e., other than through foreclosure or a deed in lieu of foreclosure), the grantees will be jointly and severally liable with the grantors for all Association Assessments imposed through the recording date of the instrument effecting the conveyance. A suit for a money judgment may be initiated by the Association to recover the Assessments without either waiving or foreclosing the Association's lien.

5.11.2. Association Lien. The Association has a lien against each Lot for any Assessment (of any type provided for by these Bylaws or the Declaration) or installment thereof against the Lot from the time such Assessment is due. The lien will accumulate all future Assessments or installments, interest, late fees, penalties, fines, attorney fees (whether or not suit or action is instituted), actual administrative costs, and other appropriate costs properly chargeable to an Owner by the Association, until such amounts are fully paid. Recording of the Declaration constitutes record notice and perfection of the lien. Notwithstanding the Dispute Resolution provisions in section 3.15, the lien may be foreclosed at any time judicially, in accordance with RCW chapter 61.12, or nonjudicially, in accordance with RCW chapter 61.24. The lien of the Association will be superior to all other liens and encumbrances, including liens for Assessments by another association, except real estate taxes and state or local government Assessments; any lien or encumbrance recorded before the recordation of the Declaration; and any lien or encumbrance on the Lot recorded before the date on which the Association's Assessment became due ("Post-Declaration Lien"). However, the Association's lien is superior to Post-Declaration Liens in an amount sufficient to cover common expense Assessments, excluding capital improvement amounts, based on the periodic budget adopted in accordance with RCW 64.90.480(1), any special Assessments against the Lot in the absences of acceleration; the Associations actual cost and reasonable attorneys' fees not to exceed to amount of the Association's superior lien or \$2,000.00, whichever is less; and only if the Association gave the Post-Declaration Lien holder not less than sixty days' prior written notice that the Owner of the Lot was in default. If the Association forecloses its lien nonjudicially, the Association is not entitled to a lien priority over Post-Declaration Liens and is subject to the limitations on deficiency judgments specified in RCW chapter 61.24. If another association has a lien for Assessments against any Lot, the Association's lien shall have priority.

5.11.3. Interest, Fines, Late Fees, and Penalties. The Board, in its reasonable discretion, may from time to time adopt resolutions to impose late fees, fines, and penalties on delinquent Assessments and to set the rate of interest, not to exceed the maximum rate calculated under RCW 19.52.020, and for violations of the provisions of the Governing Documents. The adoption of such impositions must be communicated to all Owners in writing not less than 30 days before the effective date by a notice mailed to the Assessment billing address of each Owner. The impositions will be considered Assessments that are lienable and collectible in the same manner as any other Assessments; however, fines or penalties for violation of the Governing Documents, other than late fees, fines, or interest arising from an Owner's failure to pay regular, special, or reimbursement Assessments may not be imposed against an Owner or the Owner's Lot until the Owner is given written notice and an opportunity to be heard.

5.12 Association Debts.

A judgment for money against the Association perfected under RCW 4.64.020 is not a lien on the Common Elements but is a lien against all other real estate of the Association and all the Lots at the time the judgment was entered. Other property of an Owner is not subject to the claims of creditors of the Association.

5.12.1. If the Association grants a security interest in the Common Elements to a creditor, the holder of that security interest must exercise its right against the Common Elements before its judgment lien on any Lot may be enforced.

5.12.2. A judgment against the Association must be recorded in the name of the Property and the Association and, when so indexed, is notice of the lien against the Lots.

ARTICLE 6 - ARCHITECTURAL CONTROL COMMITTEE

6.1 Architectural Control.

The ACC, from time to time and in its sole discretion, may adopt architectural, aesthetic, construction, and design rules, regulations, and guidelines ("ACC Guidelines"), including placement of buildings, color schemes, exterior finishes and materials, and similar features that may be used in Riverwalk. The ACC Guidelines will not be in derogation of the minimum standards and requirements established in Articles 4, 5, 6, and elsewhere in the Declaration. The procedure(s) and specific requirements for review and approval of proposed work and procedures for enforcement of the ACC Guidelines will be set forth by the ACC. The provisions of this Article 6 apply in all instances in which the Declaration requires the ACC's consent.

6.2 Appointment and Removal.

Declarant reserves the right to appoint all members of the ACC and all replacements thereto until Riverwalk is one hundred percent (100%) built out. After build-out, the Board shall have the right to appoint and remove members of the ACC.

6.3 Majority Action.

Except as otherwise provided in the Declaration, a majority of the members of the ACC

have the power to act on behalf of the ACC, without the necessity of a meeting and without consulting the remaining member or members of the ACC. The ACC may render its decision only by written instrument setting forth the action taken by the members consenting thereto.

6.4 Duties.

The ACC must consider and act on the proposals, plans, or proposals and plans submitted under this ARTICLE 6. The ACC will interpret and implement the provisions of the Governing Documents, including the ACC Guidelines, for architectural review and guidelines for architectural design. The ACC's purpose is to ensure quality of workmanship and materials and harmony between exterior design and the existing improvements and landscaping and between location and topography and finished-grade elevations. The ACC is not responsible for determining compliance with structural and building codes, solar ordinances, zoning codes, or other governmental regulations, all of which are the applicant's responsibility.

6.5 Decision.

The ACC must render its written decision approving or denying each application submitted to it within 15 business days (not including Saturdays, Sundays, and legal holidays) after its receipt of all materials required with respect to the application. If the ACC fails to render its written decision within 30 days of its receipt of all required materials or request an extension, the application will be deemed approved. The ACC is entitled to request one or more extensions of time, not to exceed 45 days in the aggregate. In the event of any extension requests, if the ACC does not render a written decision within 15 days after the expiration of the extension(s), the application will be deemed approved. However, the applicant may agree to further extensions to allow the applicant to complete or supplement the application.

6.6 Discretion.

The ACC, in its sole discretion, may withhold consent to any proposed work if the ACC finds that the proposed work would be inappropriate for the particular Lot or incompatible with the design standards that the ACC intends for the Property. The ACC may consider siding, shape, size, color, design, height, solar access, or other effects on the enjoyment of other Lots, the Limited Common Elements, or the Common Elements, and any other factors that it reasonably believes to be relevant in determining whether to consent to any proposed work.

6.7 Nonwaiver.

Consent by the ACC to any matter proposed to it or within its jurisdiction will not constitute precedent or waiver impairing its right to withhold approval of any similar matter thereafter proposed or submitted to it for consent.

6.8 Appeal.

After the Board assumes control of the right to appoint ACC members to the Board under Section 6.2, any Owner adversely impacted by ACC action may appeal the action to the Board. The appealing Owner must submit to the Board a written notice of appeal, setting forth specific objections or mitigating circumstances justifying the appeal, within 10 days after the ACC's action.

The Board must issue a final, conclusive decision within 45 days after receipt of the notice, and the decision will be final and binding on the appealing Owner and the ACC. However, the Board must make reasonable efforts to reach a decision within 20 days. If the Board is serving as the ACC, then the appeal will be deemed a request for reconsideration.

6.9 Effective Period of Consent.

The ACC's consent to any proposed work will automatically expire 90 days after issuance unless construction of the project has been commenced or the Owner has applied for and received an extension of time from the ACC.

6.10 Determination of Compliance.

The ACC may inspect, from time to time, all work performed and determine whether it is in substantial compliance with the approval granted. If the ACC finds that the work was not performed in substantial compliance with the approval granted, or if the ACC finds that the approval required was not obtained, the ACC must notify the Owner in writing of the noncompliance. The notice must specify the particulars of noncompliance and must require the Owner to remedy the noncompliance.

6.11 Noncompliance.

If the ACC determines that an Owner has not constructed an improvement consistent with the specifications of an ACC approval or has constructed an improvement without obtaining ACC approval, sends a notice of noncompliance to the Owner, and the Owner fails to commence diligently remedying the noncompliance in accordance with the notice, then, effective at 5:00 p.m. on the third day after issuance of the notice, the ACC must provide notice of a hearing to consider the Owner's continuing noncompliance. The hearing must be set not more than 30 days from the date on which the notice of noncompliance was issued. At the hearing, if the ACC finds that there is no valid reason for the continuing noncompliance, the ACC must determine the estimated costs of achieving compliance and may issue a fine against the noncomplying Owner for that amount. The ACC must require the Owner to remedy the noncompliance within 10 days after the ACC's determination. If the Owner does not comply with the ACC's ruling within the 10-day period or any extension thereof granted by the ACC, at its sole discretion, the ACC may remove the noncomplying improvement, remedy the noncompliance, record a notice of noncompliance in the county deed records, or take any combination of those actions. The costs of any such action will be assessed against the Owner as a Reimbursement Assessment either before or after any remedial action is taken.

6.12 Liability.

Neither the ACC nor any member thereof will be liable to any Owner, Occupant, or builder for any damage, loss, or prejudice suffered or claimed because of any action or failure to act of the ACC or a member thereof, if the ACC or the member has, in accordance with its or his or her actual knowledge, acted in good faith.

6.13 Estoppel Certificate.

Within 15 working days after the ACC's receipt of a written request from an Owner and the ACC's receipt of payment of a reasonable fee fixed by the ACC to cover costs, the ACC must provide the Owner with a certificate executed by the chairperson or other authorized member of the ACC certifying with respect to any Lot owned by the Owner that, as of the date thereof either (a) all improvements made or done on the Lot comply with the Governing Documents, or (b) the improvements do not so comply, in which event, the certificate must also identify the noncomplying improvements and set forth with particularity the nature of the noncompliance. The Owner and the Owner's heirs, devisees, successors, and assigns will be entitled to rely on the certificate with respect to the matters set forth therein. The certificate will be conclusive as among Declarant, the ACC, the Association, all Owners, and all persons deriving any interest through any of them.

6.14 Declarant and Successor Exempt from ACC.

The Declarant and its successor to all the unsold Lots are exempt from the requirement to submit to and have plans approved by the ACC.

ARTICLE 7- OFFICERS

7.1 Designation.

The principal officers of the Association will be a President, a Secretary, and a Treasurer, all of whom must be Directors and must be elected by the Directors. The Directors may appoint an assistant treasurer and an assistant secretary, and any other officers as in their judgment may be necessary.

7.2 Election of Officers.

The officers of the Association may be elected by the Board at any Board meeting and will hold office at the pleasure of the Board.

7.3 Removal of Officers.

Upon an affirmative vote of a majority of the Board, any officer may be removed, either with or without cause, and the officer's successor may be elected at any regular or special meeting of the Board.

7.4 President.

The President is the chief executive officer of the Association and will preside at all meetings of the Association and of the Board. The President has all the general powers and duties that are usually vested in the office of president of an association, including, but not limited to, the power to appoint committees from among the Owners from time to time as the President may, in the President's discretion, decide is appropriate to assist in the conduct of the affairs of the Association.

7.5 Secretary.

The Secretary must keep the minutes of all meetings of the Board and of all meetings of the Association and will have charge of such books and papers as the Board may direct. The Secretary will, in general, perform all the duties incident of the office of secretary.

7.6 Treasurer.

The Treasurer has responsibility for Association funds and securities not otherwise held by the managing agent and is responsible for keeping full and accurate accounts of all receipts and disbursements in books belonging to the Association. The Treasurer is responsible for the deposit of all monies and other valuable effects in the name, and to the credit, of the Association in such depositories as may from time to time be designated by the Board.

ARTICLE 8- OBLIGATIONS OF THE OWNERS

8.1 Assessments.

All Owners must pay Assessments imposed by the Association to meet all the Association's general common expenses, as more particularly set forth in the Declaration. Assessments will be payable on a periodic basis, not more frequently than monthly, as determined by the Board. Declarant (before Transition) and the Board (after Transition) may, but will not be required to, impose interest or a service charge for late installment payments or allow a discount for payment of the annual Assessment or any installment in advance.

8.2 Contribution to Working Capital.

At closing of the first sale of each Lot, or the first occupancy of a lot (whichever occurs first), each purchaser must contribute to the Association a sum equal to \$_____, with respect to the Lot being purchased, as a one-time contribution to the working capital of the Association. The working capital contribution shall be allocated to the general operating reserve or other account, as determined by the Board. The working capital contribution is in addition to regular Assessments and may not be used as a prepayment of Assessments by any Owner and may not be used to defray any of Declarant's expenses, reserve contributions, or construction costs, or to make up any budget deficits while Declarant is in control of the Association. All working capital contributions must be disbursed to the Association at or before the Transition Meeting and must be credited to the operating reserve account.

8.3 Default.

Failure by an Owner to pay any Assessment of the Association is a default by the Owner of the Owner's obligations under the Governing Documents. The Association will be entitled to the remedies set forth in the Governing Documents, and at law.

8.4 Maintenance and Repair.

8.4.1. Lots. Except as otherwise specifically provided in the Governing Documents, every Owner must promptly perform all maintenance, repair, and replacement work

to the Owner's Lot and the exterior of the improvements thereon (which do not constitute Common Elements and Limited Common Elements) and keep the same in good repair and sanitary and neat condition. Upon prior notice, except in case of an emergency, each Owner must afford the Association and its agents or employees, access through that Owner's Lot and Limited Common Elements reasonably necessary to ensure they are properly maintained and repaired, including necessary inspections by the Association. If damage is inflicted on the Common Elements, Limited Common Elements, or on any Lot through which access is taken, the Owner or the Association responsible for the damage is liable for the prompt repair of the damage.

8.4.2. Common Elements and Limited Common Elements. The Association must ensure the Common Elements and Limited Common Elements are properly repaired and maintained, subject to the provisions of subsection 8.4.3.

8.4.3. Reimbursement of Association. An Owner must reimburse the Association for any expenditures incurred in repairing or replacing any portion of the Common Elements and Limited Common Elements that was damaged through the Owner's fault and that is not otherwise covered by insurance policies carried by the Owner or the Association for the Owner's and the Association's benefit. In such circumstances, the insurance obtained by the Owner will be deemed to be the primary coverage. The Board will have the unfettered discretion to refuse to make a claim on the Association's policy even though coverage may pertain. The discretion is for the purpose of maintaining the Association's insurability and controlling the amount of the premiums for the Association's insurance. Owners benefited by the Limited Common Elements are responsible for maintaining the Limited Common Elements and, subject to the insurance provisions provided in this Section 8.4.3, must reimburse the Association for any Association expenses incurred in properly repairing or maintaining the Limited Common Elements. The charges described in this Section 8.4.3 will be collectible as a Reimbursement Assessment as provided in the Declaration.

ARTICLE 9 - USE AND OCCUPANCY RESTRICTIONS RULES OF CONDUCT

9.1 Additional Rules.

In addition to the rules set forth in the Governing Documents, the Board may promulgate and amend Rules and Regulations concerning use of the Property and must furnish copies of the Rules and Regulations, upon request, to any Owner or Occupant.

9.2 Enforcement.

The Association, through its Board, has the power to enforce the covenants, restrictions, requirements and rights in the Governing Documents. Owners have the right to bring actions or suits to enforce their rights, but Owners have no right or power to require the Association or Board to take any enforcement action.

ARTICLE 10- INSURANCE

10.1 General.

The Board must obtain and, at all times maintain, insurance of the type and kind and in the

amounts hereinafter provided and additional insurance for such other risks of a similar or dissimilar nature as are now or as will be hereafter customarily covered by insurance obtained by other planned communities similar in construction and design. The Association may carry any other insurance it considers appropriate to protect the Association or the Owners.

10.2 Types of Insurance Policies Maintained by the Association.

For the benefit of the Association and the Owners, the Board must obtain and maintain at all times, and pay for out of the common expense funds, the following insurance, subject to a reasonable deductible, to the extent that it is available at reasonable cost:

10.2.1. Property Insurance. A policy or policies of property insurance, including, but not limited to, fire, extended coverage, vandalism, and malicious mischief, and all other risks of direct physical loss commonly insured against, for the full insurable replacement value of all substantial improvements on the Common Elements and Limited Common Elements to the extent such insurance is available and, if available at a reasonable cost, building-code and actual-replacement-cost endorsements and earthquake insurance. Such insurance policy, after application of any deductibles, must provide not less than eighty percent of the actual cash value of the insured property at the time the insurance is purchased and at each renewal date, exclusive of land, excavations, foundations, and other items normally excluded from property policies

10.2.2. Liability. A policy or policies insuring the Association, its Board, the Owners individually, and the manager against any liability to the public or the Owners and their invitees or tenants, for all occurrences commonly insured against for bodily injury and property damage that may arise incident to the use, ownership, maintenance, supervision, control, or use of the Common Elements. Limits of liability under such insurance must be not less than \$1 million per occurrence for bodily injuries and property damage liability. The limit and coverage must be reviewed at least annually by the Board, which may increase the liability limits, coverage, or both, in its discretion. The policy or policies must be issued on a commercial general liability form and must provide medical payments insurance and cross-liability endorsements wherein the rights of the named insured under the policy or policies will not be prejudiced in his, her, or their action against another named insured.

10.2.3. Fidelity Insurance. The Board must obtain a policy or policies insuring the Association, its Directors, Owners, and representatives.

10.3 Insurance Companies Authorized.

All policies obtained under this Article must be written by a company licensed to do business in Washington and holding a "Commissioner's Rating" of "A+" and a size rating of "AAA" or better, by *Best's Insurance Reports*, or as may be otherwise acceptable to all mortgagees and Directors.

10.4 Provisions in Insurance Policies.

The Board must make every reasonable effort to secure insurance policies that will provide for the following:

10.4.1. Waiver of Subrogation. A waiver of subrogation by the insurer on any claims against the Board, the officers, the manager, the Owners, members of the Owners' household, and their respective servants, agents, guests, and tenants.

10.4.2. Noncancellation for Owner Conduct. A provision that the master policy on the Property cannot be canceled, invalidated, or suspended because of the conduct of any one or more individual Owners and any act or omission by an Owner cannot be a condition to recovery under the policy.

10.4.3. Noncancellation without Opportunity to Cure. A provision that the master policy on the Property cannot be canceled, invalidated, or suspended because of the conduct of any officer or employee of the Board or the manager without prior demand in writing that the Board or manager cure the defect. The insurer may not modify the amount or the extent of the coverage of the policy or cancel or refuse to renew the policy unless the insurer has complied with all applicable provisions of RCW chapter 48.18 and RCW 64.90.470.

10.4.4. "No Other Insurance" Clauses. A provision that any "no other insurance" clause in the master policy exclude individual Owners' policies and not otherwise prevent such individual policies from providing coverage for damage to Homes, Lots, or Common Elements and Limited Common Elements. If there is other insurance in the name of an Owner covering the same risk covered by the policy at the time of a loss under the policy, the Association's policy shall provide primary insurance.

10.4.5. Additional Insureds. Each Owner is an insured person under the policy with respect to liability arising out of the Owner's interest in the Common Elements or membership in the Association. Insurers must issue certificates or memoranda of insurance to the Association and, upon a request made in a record, to any Owner or holder of a security interest.

10.5 Review of Insurance Policies.

At least annually, the Board must review all insurance carried by the Association, which review must include a consultation with a representative of the insurance carrier writing the master policy.

10.6 Adjustments and Payments.

Any loss covered by the property insurance policy or commercial general liability policy must be adjusted with the Association, but the insurance proceeds for that loss are payable to any insurance trustee designated for that purpose, or otherwise to the Association, and not to any holder of a security interest. The insurance trustee or the Association must hold any insurance proceeds in trust for the Association, Owners, and lienholders as their interests may appear.

10.6.1. Any portion of the Property that is damaged or destroyed, which is required to be insured by the Association, must be repaired or replaced promptly by the Association unless:

10.6.1.1. The Property is terminated, in which case RCW 64.90.290 applies;

10.6.1.2. Repair or replacement would be illegal; or

10.6.1.3. Eighty percent of the Owners, including every Lot Owner or assigned Limited Common Element that will not be rebuilt, vote not to rebuild.

10.6.2. Insurance proceeds must be disbursed first for the repair or replacement of the damaged property, and the Association, Owners, and lienholders are not entitled to receive payment of any portion of the proceeds unless there is a surplus of proceeds after the property has been completely repaired or replaced, or the Property is terminated.

10.6.3. The cost of repair or replacement not paid by insurance proceeds is a common expense. If portions of the damaged or destroyed Property are not repaired or replaced:

10.6.3.1. The insurance proceeds attributable to the damaged Common Elements must be used to restore the damaged area to a condition compatible with the remainder of the Property; and

10.6.3.2. Except to the extent that other persons will be distributees:

10.6.3.3. The insurance proceeds attributable to Lots and Limited Common Elements that are not repaired or replaced must be distributed to the Owners of those Lots and the Owners of the Lots to which those Limited Common Elements were allocated, or to lienholders, as their interests may appear; and

10.6.3.4. The remainder of the proceeds must be distributed to all the Owners or lienholders, as their interests may appear, in proportion to the common expense liabilities of all the Lots.

10.7 Nonavailability of Insurance.

If the insurance described in this section is not reasonably available, the Board must promptly notify all Owners.

ARTICLE 11 - AMENDMENT

Except as otherwise provided in this ARTICLE 11 and the restrictions set forth elsewhere herein, these Bylaws may be amended at any time by an instrument approved by at least a majority of the Owners. Any amendment must be executed, recorded, and certified as provided by law. However, no amendment of these Bylaws may effect an amendment of the Declaration or the Articles without compliance with the provisions of those documents, the Act and the WUCIOA, and no amendment deleting or affecting any right of Declarant or its successor or assignee, including, without limitation, an amendment to this Article 11, may be adopted without the prior written consent of Declarant or its successor or assignee.

ARTICLE 12 - RECORDS AND AUDITS

12.1 General Records.

The Board and the managing agent or manager, if any, must preserve and maintain minutes of the meetings of the Association, the Board, and any Board committees as required by RCW

64.90.445. The Board must maintain a list of Owners entitled to vote at meetings of the Association. The minutes of the Association, the Board, and Board committees, and the Association's accounts and records must comply with RCW chapter 64.90 and must be reasonably available for review and copying by the Owners. A reasonable charge may be imposed by the Association for providing copies. Proxies and ballots must be retained by the Association for one year from the date of determination of the vote.

12.2 Assessment Roll.

The Board and the managing agent or manager, if any, must maintain the Assessment roll in a set of accounting books in which there must be an account for each Lot. Each account must designate the name and address of the Owner or Owners, the amount of each Assessment against the Owner, the dates on which and the amounts in which the Assessment comes due, the amounts paid on the account, and the balance due on the Assessments.

12.3 Payment of Vouchers.

The Treasurer or managing agent must pay all expenses authorized by the Board. The Treasurer or managing agent must maintain and follow reasonable procedures to ensure that the accounts and records are proper, and to ensure that all expenditures are proper. Except in cases when an emergency exists (e.g., a repair must be made immediately to prevent further damage), any voucher for nonbudgeted items must require the signature of the President; however, any withdrawal from Reserve Accounts must require the signature of two Board members.

12.4 Transition Audit.

Within sixty days of the Transition Meeting, the Board must retain an independent certified public accountant to audit the records of the Association in accordance with generally accepted auditing standards, unless the Owners, other than the Declarant, to which a majority of the votes are allocated elect to waive the audit. The cost of the audit must be a common expense. The auditor must examine supporting documents and records, including the cash and related paid invoices, to determine if expenditures were for Association purposes and the billings, cash receipts, and related records to determine if the Declarant was charged for and paid the proper amount of Assessments.

ARTICLE 13 - COMPLIANCE AND CONFLICTS

These Bylaws are intended to comply with the provisions of the WUCIOA, the provisions of which apply to the Association, and the Act. In the event of a conflict between the WUCIOA and the Act, the provisions of the WUCIOA shall govern pursuant to RCW 24.03A.050 and 64.90.400. In case of any conflict among the provisions of the WUCIOA, the Articles, the Declaration, or these Bylaws, the provisions of the WUCIOA will control over those of the Articles and Declaration, and the provisions of the Declaration will control over those of the Articles and these Bylaws.

ARTICLE 14- INDEMNIFICATION OF DIRECTORS, OFFICERS, EMPLOYEES, AND AGENTS

The Association may 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. Indemnification will be made regardless of whether the action is civil, criminal, administrative, or investigative (other than an action by the Association) by reason of the fact that such person 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 attorney fees), judgments, fines, and amounts paid in settlement actually and reasonably incurred by the person in connection with the suit, action, or proceeding. This indemnification applies if the person acted in good faith and in a manner that the person 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 that the person's 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, will not of itself create a presumption that a person did not act in good faith and in a manner that the person 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 that the person's conduct was unlawful. Payment under this ARTICLE 14 may be made during the pendency of the claim, action, suit, or proceeding as and when incurred, subject only to the right of the Association to reimbursement of the payment from the person, should it be proven later that the person had no right to the payment. All persons ultimately held liable for their actions on behalf of the Association as a Director, officer, employee, or agent will 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 that created the liability.

ARTICLE 15 - ASSESSMENT COLLECTION COSTS; SUITS AND ACTIONS

An Owner must pay reasonable fees and costs (including, but not limited to, attorney fees) and actual administrative costs incurred in connection with efforts to collect any delinquent unpaid Assessments from the Owner, whether or not suit or action is filed. Assessments against Owners may include fees, late charges, fines, and interest imposed by the Board, in addition to amounts owed toward operating expenses and the funding of reserves. If the Association brings against any Owner or Owners a suit or action for the collection of any amounts due under or for the enforcement of any provisions of the Governing Documents, the Owner or Owners, jointly and severally, must pay, in addition to all other obligations, the costs of the suit or action, including actual administrative expenses incurred by the Association because of the matter or act that is the subject of the suit, reasonable attorney fees to be fixed by the trial court, and, in the event of an appeal, the cost of the appeal, together with reasonable attorney fees in the appellate court to be fixed by the appellate court.

ARTICLE 16 - MISCELLANEOUS

16.1 Notices.

All notices to the Association or to the Board must be sent in care of the managing agent

or, if there is no managing agent, to the principal office of the Association, to the attention of the President or Secretary at the address shown on the Association's most recent annual report, or to such other address as the Board hereafter may designate from time to time. All notices to any Owner or occupant must be sent to the Lot address unless the Lot owner or occupant has designated an alternate address in writing to the Board.

16.1.1. Form of Notice. Any notice, information, or other written material required to be given to an Owner, occupant, or Director may be given by pre-paid first-class United States mail, private carrier, or personal delivery; telegraph or teletype; telephone; wire; or wireless equipment that transmits a facsimile of the notice; or by electronic transmission to each Owner or Director who has delivered to the Secretary or other officer a consent to receive electronically transmitted notices. Electronic transmission may be provided by posting the notice on an electronic network and delivering a separate record of the posting to the Owner, Director, or occupant. Other forms of notice may also be deemed acceptable by the Board.

16.1.2. Limitations on Electronic Notice. Notwithstanding the foregoing, Electronic Communication may not be used to give notice of (a) failure to pay an Assessment; (b) foreclosure of an association lien; (c) an action the Association may take against an Owner; or (d) an offer to use the dispute resolution process under section 3.15. An Owner or Director may decline to receive notice by Electronic Communication and may direct the Board to provide notice as required elsewhere in these Bylaws, the Declaration, or the WUCIOA.

16.1.3. Revocation of Consent. Consent to receive notice by electronic transmission may be revoked at any time by delivering a revocation to the Association in the form of a record. Consent to receive notice by electronic transmission is deemed revoked if the Association is unable to electronically transmit two consecutive notices and this inability becomes known to the Secretary of the Association or any other person responsible for given the notice. The inadvertent failure by the Association to treat this inability as a revocation does not invalidate any meeting or other action.

16.1.4. Effective date. Notice is effective as of the date of hand delivery, deposit with the carrier, or when sent by fax or electronic transmission. The ineffectiveness of a good-faith effort to deliver notice by an authorized means does not invalidate subsequent action taken.

16.2 Waiver.

No restriction, condition, obligation, or provision contained in these Bylaws will be deemed to have been abrogated or waived due to any failure to enforce it, irrespective of the number of violations or breaches that may have occurred and the number of times that the pertinent restriction, condition, obligation, or provision was not enforced.

16.3 Invalidity; Number; Captions.

The invalidity of any part of these Bylaws will not impair or affect in any manner the validity, enforceability, or effect of the balance of these Bylaws; however, if any of the provisions of these Bylaws would violate the rule against perpetuities or any other limitation on the duration of the provisions herein contained imposed by law, then the provision will be deemed to remain in effect only for the maximum period permitted by law. As used herein, the singular includes the

plural, and the plural the singular. The masculine and neuter each include the masculine, feminine, and neuter, as the context requires. All captions are intended solely for convenience of reference and in no way limit any of the provisions of these Bylaws.

ARTICLE 17 - ADOPTION

It is hereby certified that these Bylaws have been adopted by RIVERWALK AT LEWIS RIVER HOMEOWNERS ASSOCIATION, a Washington nonprofit corporation.

IN WITNESS WHEREOF, being, the undersigned have executed this instrument this 11 day of March 2024.

RIVERWALK AT LEWIS RIVER
HOMEOWNERS ASSOCIATION, a
Washington nonprofit corporation

By: Shawn Sarkela
Shawn Sarkela, Secretary

Attest:

Rodney Sarkela
Rodney Sarkela, President

EXHIBIT A

RESERVE ACCOUNT

1. Reserve Account. Unless Declarant or the Board determines that (a) the cost of a reserve study will exceed ten percent (10%) of the Association's annual budget, or (b) the Association only has "nominal reserve costs" (as defined in RCW 64.90.010(34) as now or hereafter amended), a Reserve Account shall be established and administered in accordance with the requirements of RCW 64.90.535 *et. seq.* The Association will pay out of the Reserve Account only those costs that are attributable to the maintenance, repair, or replacement of Common Element or Limited Common Element property that normally requires replacement, in whole or in part, within one to 30 years and not for regular or periodic maintenance and expenses. The amount assessed shall be based upon reserve studies prepared by a reserve study professional, considering the estimated remaining life of the items for which the reserve is created and the current cost of those items.

1.1 Administration. The Reserve Account shall be established in the name of the Association. The Board is responsible for administering the account and for making periodic payments into it. The Board shall adjust the amount of the payments at regular intervals to reflect changes in current replacement costs. Assessments paid into Reserve Accounts must be kept with a safe and responsible, income-earning, depository maintained under the direct control of the Board and must be accounted for separately. If invested, the obligation or security must be fully guaranteed as to principal by the United States of America or one of its agencies.

1.2 Use of Funds. The account may be used only for maintenance, repair, or replacement of Common Element or Limited Common Element property, but not for regular or periodic maintenance and expenses, and shall be kept separate from all other funds held by the Association; provided, however, to the extent allowed by law and after such notice to Owners as required, the Association may borrow funds from the Reserve Account to meet temporary expenses which amount shall be repaid as soon as possible, but no later than twenty-four months, from special Assessments or maintenance fees. If the Board determines that repayment within twenty-four months would impose an unreasonable burden on the Owners, the Board must provide (a) notice of such withdrawal; (b) a statement of the deficiency expressed on a per Lot basis; and (c) the repayment plan, along with a copy of the annual budget adopted in accordance with law. The Board may withdraw funds from the reserve account without satisfying the notice requirements outlined above to pay for replacement cost of reserve components not included in the reserve study.

1.3 Refunds. The Assessments paid into the Reserve Account are the property of the Association and are not refundable to Owners or sellers of Lots. Owners or sellers of Lots may treat their outstanding share of the Reserve Account's balance as a separate item in the sales contract providing for the conveyance of their Lot.

2. Reserve Study. Unless exempt from preparing a reserve study, the Association must prepare an initial reserve study based upon a visual site inspection conducted by a reserve

study professional or a review of plans and specifications for unbuilt improvements, or both, if only some of the construction is complete. An updated reserve study is required annually. The Board shall update the Reserve Study every three years based upon a visual site inspection conducted by a reserve study professional. Every Reserve Study and update shall include the following:

- 2.1 Reserve Component List. A reserve component list, including any reserve component that would cost more than one percent (1%) of the annual budget of the Association, not including the reserve account, for maintenance, repair, or replacement. If a reserve component is not included in the Reserve Study, the study shall provide commentary explaining the basis for its absence. The study shall also include quantities and estimates for the useful life of each reserve component, the remaining useful life of each reserve component and the current maintenance, repair, or replacement cost for each reserve component. The reserve study shall also include:
- 2.2 Date. The date of the study and statement that the study meets the requirements of RCW 64.90.550, as now or hereafter amended.
- 2.3 Level of Study. The following level of reserve study performed:
 - (i) Level I: Full reserve study funding analysis and plan;
 - (ii) Level II: Update with visual site inspection; or
 - (iii) Level III: Update with no visual site inspection.
- 2.4 Balance. The Association's reserve account balance.
- 2.5 Funding. The percentage of the fully funded balance that the Reserve Account is funded.
- 2.6 Assessments. Special Assessments already implemented or planned.
- 2.7 Assumptions. Interest and inflation assumptions.
- 2.8 Contribution Rate. Current Reserve Account contribution rates for a full funding plan and baseline funding plan.
- 2.9 Recommendations. A recommended Reserve Account contribution rate, a contribution rate for a full funding plan to achieve a one hundred percent (100%) fully funded reserve by the end of the thirty-year study period, a baseline funding plan to maintain the reserve balance above zero throughout the thirty-year study period without special Assessments, and a contribution rate recommended by the reserve study professional.
- 2.10 Projected Balance. A projected Reserve Account balance for 30 years and a funding plan to pay for projected costs from that Reserve Account balance without reliance on future unplanned special Assessments.

2.11 Professional Assistance. A statement on whether the reserve study was prepared with the assistance of a reserve study professional, and whether the reserve study professional was independent.

2.12 Statement of Deficit or Surplus. A statement of the amount of any current deficit or surplus on reserve funding expressed on a dollars per Lot basis. This amount is calculated by subtracting the reserve account balance on the date of the study from the fully funded balance, then multiplying the result by the fraction or percentage of the common expenses of the Association allocable to each Lot.

2.13 Disclosure. The following disclosure must be included on all reserve studies:

This reserve study should be reviewed carefully. It may not include all common and Limited Common Element components that will require major maintenance, repair, or replacement in future years, and may not include regular contribution to a reserve account for the cost of such maintenance, repair, or replacement. The failure to include a component in a reserve study, or to provide contributions to a reserve account for a component, may, under some circumstances, require the Association to (1) defer major maintenance, repair, or replacement (2) increase future reserve contributions, (3) borrow funds to pay for major maintenance, repair, or replacement or (4) impose special Assessments for the cost of major maintenance, repair, or replacement.

3. When more than three years have passed since the date of the last reserve study prepared by a reserve study professional, the Owners of Lots to which at least twenty percent of the votes in the Association are allocated may demand that the cost of a reserve study be included in the next annual budget and the study be prepared by the end of that budget year. The demand must comply with and refer to RCW 64.90.555.

RIVERWALK AT LEWIS RIVER HOMEOWNERS' ASSOCIATION COLLECTION RESOLUTION 2024

WHEREAS, "Declaration" means the covenants, conditions, restrictions, and all other provisions set forth in this Declaration, which will be recorded in the office of the Auditor in Cowlitz County, Washington, as it may be amended from time to time.

WHEREAS, "Regular Assessment" shall mean the portion of the cost of maintaining, improving, repairing, managing and/or operating the Common Areas and all Improvements located thereon, and the other costs and expenses incurred to conduct the business and affairs of an Association, which is to be levied against the Property of and paid by each Owner to the Association, pursuant to the terms hereof or the terms of this Declaration.

WHEREAS, Article 10, Section 10.1 of the Declaration Assessments include all sums chargeable by the Association against a Lot, including but not limited to fines or fees levied or imposed by the Association, interest and late charges on any delinquent account, and all costs of collection incurred by the Association in connection with the collection of a delinquent Owner's account, including reasonable attorneys' fees. Assessments levied by the Association will be used exclusively to promote the recreation, health, safety, aesthetics, and welfare of the Owners and Occupants of Riverwalk, for the Improvement, operation, and maintenance of the Association, for the administration and operation of the Association, and for property and liability insurance.

WHEREAS, Article 5, Section 5.11.3 of the Bylaws allows The Board, in its reasonable discretion, may from time to time adopt resolutions to impose late fees, fines, and penalties on delinquent Assessments and to set the rate of interest, not to exceed the maximum rate calculated under RCW 19.52.020, and for violations of the provisions of the Governing Documents.

WHEREAS, The Board deems it in the Association's best interest to adopt a uniform and systematic procedure for the collection of unpaid assessments in a timely manner;

NOW, THEREFORE, IT IS RESOLVED, that pursuant to Article 5, Section 5.11.3 of the Bylaws, there is hereby levied a late fee against any assessment account for any assessment, fine, damages or maintenance expenses billed to an owner which is not paid in full within Thirty (30) days of the date such assessment is due; and such late fee shall be \$25 per month and will accrue interest on any unpaid balance at a rate of 12% per annum rate from the date that first came due. A fee of \$40 will be charged for any check or ACH returned.

NOW, BE IT FURTHER RESOLVED, that the following steps be adopted by this resolution to provide for the clear, uniform, and systematic procedure for the collection of unpaid assessments:

1. If any assessment remains unpaid by an Owner after Thirty (30) days from the due date for its payment, the Association (where Association for the purposes of this resolution means The Management Company) will send a "late fee letter" to the Owner indicating the amount due, including notice of the late payment fee, specifying that payment must be made immediately.
2. If the assessment remains unpaid after Sixty (60) days the Association will send a second "Late Fee Letter" to the owner indicating the amount dues, including notice of the late payment fee., specifying that payment must be made immediately, or a lien can be filed against the unit.

3. If the assessment remains unpaid for Ninety (90) days from the date of the initial invoice the account may be turned over to the Associations Attorney to begin but not limited to: Lien filing, small claims, garnishments, and foreclosure. The owner will be responsible for all fees associated with the collection process until account is paid in full.

NOW, THEREFORE, BE IT FURTHER RESOLVED, that all legal fees and other costs incurred in the collection of a delinquent account shall be assessed against the delinquent Owner and shall be collected as an assessment as provided in the Bylaws, the Declaration and/or the Washington Uniform Common Interest Ownership Act.

NOW, THEREFORE, BE IT FURTHER RESOLVED, that all contacts with the delinquent Owner relating to the delinquent account shall be through the third party representing the Association once the account has been turned over for lien filing, small claims, garnishment, and foreclosure. The Board, nor any of its agents, shall discuss the collection of the account directly with the Owner after it has been turned over to the third-party, unless authorized by the third-party to do so, is present or has consented to such contact.

NOW, BE IT FURTHER RESOLVED, that nothing in this Resolution precludes the Board from taking further action in the collection of unpaid assessments permitted by the Association documents or applicable law, including, but not limited to, use of recreational and service facilities available to owners and, after giving notice and an opportunity to be heard, terminate the rights of any owners to receive such benefits or services until the correction of any violation covered by such rule has occurred.

NOW, BE IT FURTHER RESOLVED, that a copy of this resolution shall be sent to all Owners at their last known address and will be effective immediately.

ATTEST:



President, Board of Director
Riverwalk at Lewis River Homeowners Association

5/09/24

Date



SHAWN SARKELA
Secretary, Board of Directors
Riverwalk at Lewis River Homeowners Association

5/9/24
Date

River Walk at Lewis River

Year: 2024

		JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	TOTAL
Revenue														
3110 - Association Dues Income	1 - Operating	3,875.12	3,875.12	3,875.12	3,875.12	3,875.12	3,875.12	3,875.12	3,875.12	3,875.12	3,875.12	3,875.12	3,875.12	46,501.44
3210 - Association Reserves Income	2 - Reserves	239.45	239.45	239.45	239.45	239.45	239.45	239.45	239.45	239.45	239.45	239.45	239.45	2,873.40
TOTAL REVENUES		4,114.57	4,114.57	4,114.57	4,114.57	4,114.57	4,114.57	4,114.57	4,114.57	4,114.57	4,114.57	4,114.57	4,114.57	49,374.84
EXPENSES														
Administrative Expenses														
4625 - Insurance	1 - Operating	200.00	200.00	200.00	200.00	200.00	200.00	200.00	200.00	200.00	200.00	200.00	200.00	2,400.00
4630 - Legal Expenses	1 - Operating	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	1,200.00
4632 - CPA/Audit	1 - Operating	150.00	150.00	150.00	150.00	150.00	150.00	150.00	150.00	150.00	150.00	150.00	150.00	1,800.00
4635 - Reserve Study	1 - Operating	239.45	239.45	239.45	239.45	239.45	239.45	239.45	239.45	239.45	239.45	239.45	239.45	2,873.40
4636 - Miscellaneous	1 - Operating	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	1,200.00
4710 - Office Supplies/Postage/Copies	1 - Operating	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	1,200.00
4750 - State Filing Fee	1 - Operating	1.67	1.67	1.67	1.67	1.67	1.67	1.67	1.67	1.67	1.67	1.67	1.67	20.04
Management Expenses														
4550 - Management Fees	1 - Operating	750.00	750.00	750.00	750.00	750.00	750.00	750.00	750.00	750.00	750.00	750.00	750.00	9,000.00
4552 - Additional Fees	1 - Operating	50.00	50.00	50.00	50.00	50.00	50.00	50.00	50.00	50.00	50.00	50.00	50.00	600.00
Utility Expenses														
4850 - Water/Sewer	1 - Operating	600.00	600.00	600.00	600.00	600.00	600.00	600.00	600.00	600.00	600.00	600.00	600.00	7,200.00
Landscape Expenses														
4160 - Landscape Maintenance-Contract	1 - Operating	1,200.00	1,200.00	1,200.00	1,200.00	1,200.00	1,200.00	1,200.00	1,200.00	1,200.00	1,200.00	1,200.00	1,200.00	14,400.00
4165 - Landscape Improvements	1 - Operating	50.00	50.00	50.00	50.00	50.00	50.00	50.00	50.00	50.00	50.00	50.00	50.00	600.00
Maintenance Expense														
4420 - General Repair/Maint	1 - Operating	167.00	167.00	167.00	167.00	167.00	167.00	167.00	167.00	167.00	167.00	167.00	167.00	2,004.00
4480 - Contingencies	1 - Operating	167.00	167.00	167.00	167.00	167.00	167.00	167.00	167.00	167.00	167.00	167.00	167.00	2,004.00
Reserves														
3210 - Association Reserves Income		239.45	239.45	239.45	239.45	239.45	239.45	239.45	239.45	239.45	239.45	239.45	239.45	2,873.40
TOTAL EXPENSES		4,114.57	4,114.57	4,114.57	4,114.57	4,114.57	4,114.57	4,114.57	4,114.57	4,114.57	4,114.57	4,114.57	4,114.57	49,374.84
NUMBER OF UNITS		32.00	32.00	32.00	32.00	32.00	32.00	32.00	32.00	32.00	32.00	32.00	32.00	32.00
CHARGE PER UNIT		128.58	128.58	128.58	128.58	128.58	128.58	128.58	128.58	128.58	128.58	128.58	128.58	1,542.96
RESERVE CALCULATIONS														
		per unit	Total	Future	Useful	inflation		YEAR		MONTH				
			current cost	Cost	Life		calc							
MAILBOX	32	150.00	4,800.00	7485.87	20.00		1.56	374.29		31.19				
PARK BENCH	6	750.00	4,500.00	5482.50	10.00		1.22	548.25		45.69				
PICNIC TABLE	2	1,200.00	2,400.00	2924.00	10.00		1.22	292.40		24.37				
TRASH RECEPTACLES	3	600.00	1,800.00	2193.00	10.00		1.22	219.30		18.28				
TREE WORK	1	1,000.00	1,000.00	1104.00	5.00		1.10	220.80		18.40				
WALL PAINTING	1	5,000.00	5,000.00	6091.67	10.00		1.22	609.17		50.76				
LIGHTING	1	5,000.00	5,000.00	6091.67	10.00		1.22	609.17		50.76				
							TOTAL	2,873.38		239.45				
							RESERVE PER UNIT	89.79		7.48				

THE WORKING CAPITAL FEE REQUIRED TO JOIN THE ASSOCIATION IS \$250.

THE MONTHLY FEE PER LOT IS: \$ 128.58

Riverwalk at Lewis River Homeowners Association
Balance Sheet
5/31/2024

Assets

Operating

1110 - Operating Bank Acct Checking # [REDACTED] \$3,329.56

Operating Total \$3,329.56

Assets Total \$3,329.56

Liabilities and Equity

Accounts Payable

20000 - Accounts Payable (\$2.02)

Accounts Payable Total (\$2.02)

Equity

30000 - Open Balance Equity \$5,009.00

Equity Total \$5,009.00

Retained Earnings \$0.00

Net Income (\$1,677.42)

Liabilities & Equity Total \$3,329.56