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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. 20, 2027
Notary Public - State of Florida

EXHIBIT A

PERIMETER DESCRIPTION – PHASE 1

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° 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° 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° 47' 48", an arc distance of 57.01 feet;

THENCE South 07° 10' 05" West, a distance of 123.00 feet to the Southwest corner of said Lot 3;

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

THENCE North 07° 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;

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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 $04^{\circ} 52' 19''$ 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 $33^{\circ} 26' 26''$ 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 $42^{\circ} 33' 41''$, an arc distance of 36.03 feet;

THENCE North $43^{\circ} 37' 35''$ West, a distance of 21.99 feet;

THENCE North $16^{\circ} 43' 06''$ East, a distance of 9.62 feet to a West line of Lot 3 of said BLA survey;

THENCE South $53^{\circ} 32' 09''$ 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

