



**DECLARATION OF  
COVENANTS, CONDITIONS AND RESTRICTIONS  
AND  
ESTABLISHMENT OF THE HOMEOWNERS ASSOCIATION  
FOR  
SUMMIT OAKS ESTATES**

This DECLARATION, made on the date hereinafter set forth by Summit Oaks Estates, hereinafter referred to as "Declarant".

WITNESSETH:

WHEREAS, Declarant is owner of certain real property in the City of Camas, State of Washington, which is more particularly described as follows: Summit Oaks Estates as recorded in Book H of Plats, Page 995, Auditor's File No. 9405310001

NOW, THEREFORE, Declarant hereby declares that all properties described above shall be held, sold and conveyed subject to the following easements, restrictions, covenants, and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with the real property and be binding on all parties having any right, title or interest in the described property, or any part thereof their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

**ARTICLE I**

Definitions

Section 1. "Association" shall mean and refer to Summit Oaks Estates Homeowners Association, it's successors and assigns.

Section 2. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any lot which is a part of the properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.



Section 3. "Properties" shall mean and refer to that certain real property hereinbefore described, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 4. "Lot" shall mean and refer to any plot of land shown upon the recorded subdivision map of the property.

Section 5. "Common Area" shall mean all real property owned by the Association for the common use and enjoyment of the owners.

Section 6. "Declarant" shall mean and refer to the parties described herein, their successors and assigns who acquire all of the Declarant's interest in Summit Oaks Estates.

Section 7. "A.C.C." shall mean the Architectural Control Committee as defined in Article V following.

Section 8. "Member" shall mean and refer to every person or entity which holds membership in the Association.

**ARTICLE II**

Property Rights

Section 1. Owner's Easement of Enjoyment: Every owner shall have a right and easement of enjoyment in and to the Common Areas which shall be appurtenant to and shall pass with the title to every lot, subject to the following provisions:

- A. The right of the Association to dedicate or transfer all or a part of the Common Areas to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument signed by two-thirds (2/3) of the total membership agreeing to such dedication or transfer has been recorded.

Section 2. Delegation of use: Any owner may delegate in accordance with the Bylaws, his rights of enjoyment to the Common Areas and facilities to the members of his family, his tenants, or contract purchasers who reside on the property.

**ARTICLE III**

Membership and Voting Rights

Section 1. Every owner of a lot which is subject to assessment shall be a member of the Association. Membership shall be appurtenant subject to assessment.

Section 2. Every owner of a lot shall be entitled to one (1) vote for each lot owned. When more than one person holds interest in any lot, all such persons shall be members. The vote for such lot shall be exercised as they among themselves determine, but in no event shall more than one (1) vote be cast with respect to any lot. Provided, however, until the last lot has been sold by Declarant and Declarant has turned over all control under this Declaration to the Association, Declarant shall exercise all voting rights for each lot owner.



Section 3. There shall be an annual meeting of the Association each year, at a time, date and place established by the Board of Directors of the Association, upon thirty (30) days written notice to the members at their address as reflected on the records of the Association. Other meetings of the Association may be called by the Board of Directors from time-to-time. A meeting of the Association may also be called upon thirty (30) days written notice signed by members representing ten percent (10%) of all lots.

Section 4. There shall be an Association Board of Directors of between three (3) and five (5) members. The initial Board of Directors shall consist of Oliver M. Hidden, Donna W. Hidden and Joe Cotrell. Thereafter all Directors shall be members of the Association. The Association shall adopt Bylaws providing for the election of Directors and Officers, providing for the terms thereof and dealing with matters affecting the conduct of the Association. The Board of Directors shall have the authority to adopt rules regulating the conduct of members and other persons including rules governing the use of lots and Common Areas in addition to those rules contained in Section 11 of this Declaration, including provisions for the enforcement of any rules.

ARTICLE IV

Covenants for Maintenance Assessment

Section 1. Creation of the Lien and Personal Obligation of Assessment: The Declarant, for each lot owned within the properties, hereby covenant, and each owner of any lot by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association:

1. annual assessments or charges; and
2. special assessments for capital improvements, such assessments to be established and collected as hereinafter provided.

The annual and special assessments, together with interest, costs, and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, costs and reasonable attorney's fees, shall also be the personal obligation of the person who was the owner of such property at the time when the assessment fell due.

Section 2. Purpose of Assessments: The assessment levied by the Association shall be used exclusively to promote the health, safety, and welfare of the residents in the properties and for the improvements and maintenance of the Common Areas, including easements and roadway landscaping, and those real property taxes of the Common Areas.

Section 3. Maximum Annual Assessment: Until January 1, 2005, the maximum annual assessment shall not exceed \$180.00 per lot which shall than be subject to modification as provided hereunder.

- (a) From and after January 1<sup>st</sup> of the year immediately following the conveyance of the first lot to an owner, the maximum annual assessment may be increased each year not more than six percent (6%) above the maximum assessment for the previous year without a vote of the membership.



- (b) From and after January 1<sup>st</sup> of the year immediately following the conveyance of the first lot to an owner, the maximum annual assessment may be increased above six (6%) by a vote of two-thirds (2/3) of the total membership who are voting in person or by proxy, at a meeting duly called for this purpose.
- (c) The Board of Directors may fix the annual assessment in an amount not in excess of the maximum.

Section 4. Special Assessments for Capital Improvements: In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Area, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3) of the total membership who are voting in person or by proxy, at a meeting duly called for this purpose.

Section 5. Notice and Quorum for any Action Authorized under Section 3 and 4: Written notice of any meeting called for the purpose of taking any action authorized under Sections 3 and 4 shall be sent to all members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast sixty percent (60%) of all of the votes of the total membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 6. Uniform Rate of Assessment: Both annual assessments and special assessments must be fixed at a uniform rate for all lots and must be collected on a monthly basis, provided, however, that any unimproved lot owned by Declarant shall not be subject to any assessment or charge herein.

Section 7. Dates of Commencement of Annual Assessments; Due Dates: The annual assessments provided for herein shall commence as to all lots on the first day of the month following the conveyance of title to the owner. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessment against each lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every owner subject thereto. The due dates shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an Officer of the Association setting forth whether the assessments on a specific lot have been paid.

Section 8. Effect of Non-Payment of Assessments; Remedies of the Association: Any assessment not paid within thirty (30) days after the due date shall bear interest at the rate of one percent (1%) per month. The Association or the Declarant may bring action at law against the owner personally obligated to pay the same or foreclose the lien against the property. No owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Areas or abandonment of his lot.



Section 9. Subordination of the Lien to Mortgages:

The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any lot shall not effect the assessment lien. However, the sale or transfer of any lot pursuant to the mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such lot from liability form any assessments thereafter becoming due or from the lien thereof.

Section 10. Real Property Taxes: In the event real property taxes shall become delinquent on the Common Areas, the total amount of the delinquent taxes shall be divided equally among all owners, and said portion of each owner's share delinquent taxes shall be a lien on said owner's lot to the same extent as if the delinquent tax was on the owner's lot

Section 11. Subordination of the Lien of Taxes to Mortgage:

The lien of the taxes provided for herein relative to the Common Areas only shall be subordinate to the lien of any first mortgage. Sale or transfer of any lot pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the line of such taxes as to payments which become due prior to such sale or transfer. No sale or transfer shall relieve such lot from liability for any taxes thereafter becoming due or from the line thereof.

Section 12. Common Area Maintenance Responsibility:

Maintenance of the Common Areas and any appurtenances/improvements thereon, shall be the responsibility of the Association. The owners, by and through the Association are also responsible to maintain easements, trails, entrance sign areas, planter areas, and roadway landscaping. The Common Areas shall be maintained as open space for the benefit of all owners. The construction of additional equipment and the amenities commonly associated with common recreational areas, may be permitted after approval by the Board of Directors of the Association and the A.C.C. Trees, shrubs, plants soil and natural growth shall not be unnecessarily disturbed.

Declaration of Protective Covenants

Section 1. Architectural Control Committee: "A.C.C." shall mean and refer to the Architectural Control Committee as provided for and defined in these Covenants. The Association Board of Directors shall appoint an Architectural Control Committee. The A.C.C. shall consist of not less than three (3) nor more than five (5) members, who need not be members of the Association. The members of the A.C.C. shall serve without compensation.

- A. Membership: the initial Architectural Control Committee is composed as follows: (1) Oliver M. Hidden; (2) Donna W. Hidden; & (3) Joe Cottrell.

The Committee may designate a representative to act for it. In the event of death or resignation or retirement of any member of the committee, the remaining members shall have the authority to designate a successor.

B. Procedure:

- (1) The Committee's approval or disapproval as required in these covenants, shall be in writing. As a condition of approval, the A.C.C. may require a builder to deposit funds or to sign an agreement to make such repairs as necessary, to insure repair of any curbs, sidewalks, streets swales or



utilities damaged by construction. In the event the Committee or it's designated representative fails to approve or disapprove within thirty (30) days after plans and specifications have been submitted to it, or in any event, of no suit to enjoin the construction has been commenced prior to completion thereof, approval will not be required and the related covenants shall be deemed to have been fully complied with. However, square footage as defined in Article V. Section 19, will be a requirement whether plans have or have not been approved.

- (2) So as to maintain continuity of architectural standards the Declarant retains the right to approve plans and specification on all remaining vacant lots owned by the Declarant. These rights shall remain in effect beyond the time set forth in Article III, Section 2.

Section 2. Property Subject to this Declaration: The real property which is, and shall be held, transferred, sold, conveyed, and occupied subject to this Declaration is located in Clark County, Washington, Plat of Summit Oaks Estates, as the same appears on the Plat recorded in Book \_\_\_\_\_ of Plats, Page \_\_\_\_\_, records of Clark County, Washington.

Section 3. General Provisions:

- (1) These restrictive Covenants shall run with the land and shall be binding upon all parties thereto and all persons claiming under them for a term of thirty (30) years. The provisions of this Declaration are declared to create mutual, equitable covenants and servitudes for the benefit of the Declarants and each owner or contract purchaser of a lot or building site subject to said covenants, conditions and restrictions may be by any proceeding at law or in equity against any person or persons violating or attempting to violate any covenants, conditions or restrictions, either to restrain violations and/or to recover damages, and failure of the Declarants, the A.C.C., or any owner or contract purchaser to enforce any covenants, conditions or restrictions or to exercise any rights herein contained shall in no event be deemed a waiver of the right to do so thereafter. All costs incurred in enforcement shall be at the expense of the violator or violators.
- (2) Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant, either to restrain violation or to recover damages. The court may award attorney's fees to the A.C.C. against any person found to be in violation.
- (3) Invalidation of any one of the covenants by judgment or Court Order shall in no way affect any of the other provisions which shall remain in full force and effect.

Section 4. Building Restrictions: All lots as recorded in the plat except the Common Area, shall be known and described as "residential lots". A building site shall consist of lots as shown on said plat. No dwelling shall be constructed or permitted upon a building site other than one attached single family dwelling for a single family occupancy only (not to exceed two (2) stories in height above the average lot elevation and pursuant to any applicable city ordinances) with a private garage for not less than three (3) cars; provided, this provision shall not be interpreted to exclude construction of a private greenhouse, private swimming pool, or for the storage of a boat, motorhome, or camping trailer kept for personal use, not to exceed two (2) stories in height above the average lot



elevation and pursuant to any applicable city ordinances. Height restrictions do not relate to view as that item is solely up to the A.C.C. There will be no subdividing of any lots. No house move-ons, manufactured, module or mobile homes.

The main floor area for one story dwellings structures, exclusive of basements, open or screened porches and attached garages, shall be not less than 2,100 square feet. For a dwelling structure of more than one story exclusive of basement, open or screened porches and attached garages; such main floor area shall not be less than 1,100 square feet and not less than a total of 2,700 square feet with all levels exclusive of garage area within the dwelling unit included in the computation of footage of such split level dwellings. For the purpose of interpretation of this paragraph, those dwelling units with daylight basements shall be classified as a single story, with the basement area excluded from the computation of footage.

No building shall be located on any lot with respect to set backs from front, side and rear lot lines, except in conformity with the condition of approval of the plat of Summit Oaks Estates. However, any set back less than eight (8) feet must have prior written approval from A.C.C.

Construction of any dwelling shall be completed including exterior decoration within six (6) months from the date of the start of construction.

No lot, or any portion of the lot, shall be used to access any adjoining properties.

Section 5. Building Requirements: All dwellings or garage or any part thereof, or any other structure shall be erected in conformity with all local building codes.

No lines or wires from the transmission of current or for telephone use shall be constructed, placed upon any residential lot or building site outside the buildings thereon unless the same shall be underground.

Section 6. Approval of Plans by Architectural Control Committee:

All buildings, structures and other improvements, including but not limited to, concrete or masonry walls, rockeries, fences, and swimming pools, to be constructed within the property shall be submitted for prior approval by the A.C.C. Complete plans and specifications of all proposed buildings, structures, and exterior alterations, together with detailed plans showing the proposed location of the same in the particular building site, shall be submitted to the A.C.C. before construction or alteration is started, and such construction or alteration shall not be started until written approval thereof is given by the A.C.C.

All plans and specifications for approval by the A.C. C. must be submitted at least thirty (30) days prior to the proposed construction starting date. The maximum height of any residence shall be established by the A.C. C. as part of the plan approval and shall be given in writing, together with the approval. One set of approved plans must be on the job site at all times.

Said plans and specifications shall be prepared by an architect or a competent house-designer approved by the A.C.C. One complete set of plans and specifications shall be in each case delivered to and permanently left with the A.C.C. All buildings or structures shall be erected or constructed by an owner, or a contractor/house-builder licensed by the State of Washington and approved by the A.C.C.

As to all improvements, construction and alterations within the property, the A.C.C. shall have the right to refuse to approve any design, plan or color for such improvements, construction or



alterations, which is not suitable or desirable in the A.C.C.'s opinion, for any reason, aesthetic or otherwise, and in so passing on such design, the A.C.C. shall have the right to take into consideration the suitability of the proposed building or other structure, and the exterior material of which it is to be built and the exterior color scheme, to the site upon which it is proposed to erect the same, the harmony thereof with the surrounding and the affect or impairment that said structures will have on the view of surrounding building sites, and any and all facts, which in the A.C.C. opinion shall affect the desirability or suitability of such proposed structures, improvements, or alterations.

No building, fence, hedge, boundary wall, or other permanent structures or fixtures including but not limited to, sports courts, basketball hoops, volleyball nets, tether ball poles or the like shall be erected, placed or altered on any residential lot or building site until the building plans, specifications and plot plan showing the location of such improvements have been approved in writing by a majority of the A.C.C. as to the quality of workmanship and materials planned and for conformity and harmony of the external design with existing structures on the said residential lots or building sites, and as to location of the building set-back restrictions. In the event said Committee fails to approve or disapprove such design and location within in thirty (30) days after said plans and specifications have been submitted to it, such approval will not be required. The property owner shall pay all attorney's fees, court costs, and other expenses incurred in enforcing the decision of the Committee.

Section 7. Prosecution of Construction Work: Any dwelling or structure erected or placed on any residential lot or building site in this subdivision shall be completed as to external appearance, including finished painting, within six (6) months after the start of construction. For good cause, the A.C.C. may extend the term.

Section 8. Landscaping Requirements: All front yards and street facing yards landscaping must conform to the general pattern of the other residential dwellings. All front yards and street facing yards must be landscaped (trees, shrubs and lawn) within a reasonable time, but in any event, within two (2) months after building completion or prior to occupancy, whichever shall first occur. In the event of undue hardship due to weather conditions, this provision may be extended for a reasonable length of time by the Declarant, the A.C.C. Each lot shall have a minimum of two (2) trees per lot, three (3) per corner building lot prior to sale or occupancy. Each tree shall have a minimum caliper of 1½ inch, with a minimum of two (2) trees planted in the front yard. Maintenance includes grass mowed, drainage swales maintained and unaltered. All vacant lots must be mowed and kept in sightly condition and grassy swales maintained.

Section 9. Easements. Easements for utilities have been reserved to the Declarant and Association, as shown on the recorded plats. Within the easements for utilities, no structure shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities. Each owner will not block, hinder or interfere with the established drainage pattern over his land from adjoining or adjacent land. The Association shall have authority to require an owner at the owner's expense to take remedial action for the correction of erosion activity on the owner's section of the slope.

Section 10. Nuisance; Noxious Use of Property:

- A. No trade, craft, business, profession, commercial or manufacturing enterprises or business or commercial activity of any kind, including day schools, nurseries, or church schools, shall be conducted or carried on upon any residential lot or building site, or shall any goods, equipment, vehicles (including buses, boats, campers, trucks, and trailers of any description) or materials or supplies used in connection with any trade, service, or business wherever the same may be





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conducted, be kept, parked, stored, dismantled, or repaired on any residential lot or building site or on any street within the existing property, nor shall anything be done on any residential lot or building site which may be or become an annoyance or nuisance to the neighborhood. No premises shall be used for any other purpose whatsoever except for the purpose of a private dwelling or residence. The use of the homes as builder's models and on-site sales offices for the primary purpose of obtaining presales within the subdivision shall be exempt from the above restrictions but are subject to any and all requirements that may be imposed by the A.C.C.

- B. No trash, garbage, ashes, grass, or garden clippings, or other refuse, junk vehicles, underbrush, or other unsightly growths or objects shall be thrown, dumped, or allowed to accumulate on any lot or building site or public street. In the event any such condition shall exist, any person entitled to hereunder may use the legal powers set forth in these covenants.
- C. No trailer, camper, basement, tent, shack, garage, barn, or other outbuildings or temporary structures erected or situated within the property, shall at any time, be used as a residence, temporarily or permanently, nor shall any permanent building or structure be used as a residence until it is completed as to external appearance, including finished painting. The permission hereby granted to erect a permanent garage or other building prior to construction of the main dwelling house shall not be construed to permit the construction, erection, maintenance of any building of any nature whatsoever at any time, without the approval required by the A.C.C.
- D. No street parking, of any vehicle, at anytime. No trailer (including but not limited to boat trailers), recreational vehicle or camper of any type, no truck larger than  $\frac{3}{4}$  ton, no truck of any type mounting a camper or other large body, no vehicle in an extreme state of disrepair or abandoned shall be parked in front of the setback line of any lot, or in a location visible from any street for a period in excess of 48 hours. Furthermore, all trailers, recreational vehicles, campers, trucks or other such vehicles on any property in excess of 48 hours shall be parked behind a six (6) foot fence on the owner's property. Should any such owner or contract purchaser or occupant fail to remove such vehicle within two (2) days following the date on which notice is mailed to him by the A.C.C. informing him of a violation of this provision, the A.C.C. may have such vehicle removed and charge the expense of removal to said owner, purchaser or occupant. A vehicle shall be deemed to be abandoned or in an extreme state of disrepair when, in the opinion of the A.C.C., its presence offends the reasonable sensibilities of the occupants of the neighborhood.
- E. All utilities, on and in public dedicated areas, or on private property, or on and in the Common Areas, including water, sewer, and power, shall be installed underground in compliance with all governmental regulations for the installation and maintenance of the same.
- F. No oil drilling, oil development operations, oil refining, quarrying, mining operations of any kind shall be permitted upon or in any lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any lot. No



derrick or other structure designed for use in boring of oil or natural gas shall be erected, maintained or permitted upon any lot.

- G. No satellite dish, radio antennae, rotary beams, or similar devices shall be constructed on any lot. All antenna installation shall be approved by the A.C.C.

Section 11. Fences and Hedges: All fences, hedges, or boundary walls situated anywhere upon the residential lot or building site must be approved in writing by the A.C. C. as to it's height and design prior to construction. Fences shall be artistic in design and shall not detract from the building sites or the area in general. Front yard fencing shall not be permitted other than minor landscaping structures as approved by the A.C.C. and in no case shall fencing be permitted in front yards within twenty (20) feet of the curb and shall not exceed three (3) feet in height. Dog runs may be acceptable in the subdivision if surrounded by a backyard fence meeting specifications. Any construction requires the prior approval of the A.C.C. No trees shall be removed by the property owners or the Association from the Common Areas without permission from the A.C.C. The A.C.C. shall have the right to replace any tree or trees removed without authorization, and replacement costs shall be borne by the person or persons removing said tree or trees.

Section 12. Sidewalks: All lots requiring sidewalks will be built to city standards. Each lot owner is responsible for installation and maintenance of his sidewalk.

Section 13. Animals: No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, except that not more than three (3) dogs, and three (3) cats, or other common household pets may be kept, provided they are not kept, bred or maintained for any commercial purpose, and provided that they are not permitted to cause damage, constitute a nuisance or run at large in the neighborhood.

Section 14. Mail Boxes: All mail boxes must be of a standard accepted by the U.S. Postal Authorities, and must be located in those areas so designed by the U.S. Postal Department. Structures containing such mail boxes must be approved by the A.C.C.

Section 15. Garbage Cans and Refuse Disposal: Trash, garbage, or other waste shall not be kept except in sanitary containers. All equipment shall be kept in a clean and sanitary condition. All containers must be screened and secure so as not to be visible from any street or adjacent properties or residences except on collection days. All dwellings in this subdivision, must have at least one (1) installed garbage disposal in the kitchen sink for the purpose of disposing of food wastes.

Section 16. Signs: No sign of any kind shall be displayed unless written approval is received from the A.C.C. with the exception of real estate "For Sale" or "For Rent" signs. The maximum size of the sign shall be 24" x 24", or signs used by the developer or the builders to advertise the subdivision, its sub-contractors, financial institutions, and/or partnership affiliation.

Section 17. Clothes Lines: No exterior lines shall be allowed that can be seen from any street.

Section 18. Roofing Materials: The roofs shall be of wood shingles, wood shakes or tile. Asphalt or fiberglass shingles shall be Firehalt, Architectural or better, subject to the Declarant's approval.

Section 19. Siding Materials: All exterior walls on buildings constructed on the lots included in this subdivision shall be constructed of material consisting of one or more of the following: stone,



masonry, stucco, cedar, natural wood, wood or cement lap or any material approved by the developer provided, however, that No. &1-11 plywood or vinyl siding shall be permitted therein.

Section 20. Heating/Cooling Equipment: All heating or cooling equipment must be screened or positioned so as not to be visible from any street. All chimneys must be full masonry to the exterior.

Section 21. Driveways: All driveways shall be paved with asphalt or cement concrete from the edge of the paved street to connect with the paved surface of the floor of the carport or the garage.

Section 22. Outbuildings:

An outbuilding will be considered only if it blends in with the house and maintains a continuity of building lines, materials and color with the house. Metal sheds or other buildings deemed not compatible shall not be approved. All outbuildings are subject to approval of A.C.C.

**ARTICLE VI**  
General Provisions

Section 1. Enforcement: The Association, the Declarant, or any Owners, shall have the right to enforce, by any proceeding at law, or in equity, all restrictions, conditions, covenants, liens and charges now or hereafter imposed by the provisions of the Declaration. Failure by the Association, the Declarant, or by an owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

In the event legal action is commenced in connection with this Declaration, the prevailing party in such action shall be entitled to recover its reasonable attorney's fees and costs incurred in courts and any appeal therefrom.

Section 2. Severability: Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

Section 3. Amendment: The covenants and restrictions of the Declaration shall run with and bind the land, for a term of thirty (30) years from the date the Declaration is recorded, after which time they shall automatically be extended for successive periods of ten (10) years. This Declaration may be amended during the first twenty (20) year period by an instrument signed by not less than ninety percent (90%) of the lot owners, and thereafter by an instrument signed by not less than two-thirds (2/3rds) of the lot owners. Any amendments must be recorded.

The undersigned owners of all lots of Summit Oaks Estates establish the above Covenants and Restrictions of said Subdivision. Plat recorded in Book H, Page 995

Dated: 9-27-04

HIDDEN DEVELOPMENT COMPANY

By: [Signature]  
Its: president



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Page: 13 of 13  
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31.00 Clark County, WA

STATE OF Washington)

ss.

County of Clark)

I certify that Oliver Hidden appeared personally before me and that I know or have satisfactory evidence that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as President of Hidden Day Company, a WA corporation, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED this 27<sup>th</sup> day of September, 2004.



Jacob A. Mensinger  
NOTARY PUBLIC in and for the State  
of Washington, residing at  
Vancouver