

**NOTICE  
REGARDING  
CERTAIN DISCRIMINATORY RESTRICTIONS, IF APPLICABLE**

*Omitted from the attached document is any covenant or restriction that is based upon, but not necessarily limited to, race, color, religion, sex, sexual orientation, familial status, marital status, disability, handicap, national origin, ancestry, source of income, gender, gender identity, gender expression, medical condition or genetic information, as set forth in applicable state or federal law, except to the extent that such covenant or restriction is permitted by applicable law.*

Oregon Version 20150707

J/062

9410270340

10/24/94

**COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR THE PLAT OF PARKER ESTATES**

DONCO, INC., a Washington corporation, hereinafter "the Subdivider" being the owner of the plat of Parker Estates in Clark County, State of Washington and recorded in records of Clark County, Washington, does hereby establish the Covenants, Conditions, and Restrictions, upon which the subject to which all lots and portions of such lots in the plat of Parker Estates shall be improved or sold and conveyed by it as owner. Each and every one of the Covenants, Conditions and Restrictions is and all are for the benefit of each owner of land in the plat of Parker Estates, or any interest therein, and shall inure to and pass with each and every parcel of such subdivision, and shall bind the respective successors in interest of the present owner thereof. These Covenants, Conditions and Restrictions are and each thereof is imposed upon such lots, all of which are to be construed as restrictive covenants running with the title to such lots and with each and every parcel thereof.

1. Residential Use. Such lots and each and every one thereof, are for single-family residential purposes only. No building or structure intended for or adapted to business purposes, and no apartment house, nursing home, or adult care facility, double house, lodging house, rooming house, hospital, sanitarium or doctor's office, or other multiple-family dwelling shall be erected, placed, permitted, or maintained on any lot, or on any part thereof. No improvement or structure whatever, other than a first class private dwelling house, patio walls, swimming pool, and customary outbuildings, or garage, may be erected, placed, or maintained on any lot.
2. Minimum structure. The floor area of the dwelling shall be not less than 1600 square feet on a one-story house and not less than 2000 square feet on a two-story house, exclusive of garage, covered walks, and open porches. No two-story, no split level, and no one and one-half story building shall be constructed with a fully enclosed first floor area of less than 900 square feet. No structure shall exceed two stories in height. The first floor shall be considered the first story above but within four feet of the average grade around the dwelling structure. If there is not a floor between average grade and four

Covenants, Conditions  
and Restrictions

- 1 -

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feet above grade if there is one, or the first floor above four feet above grade, the first floor shall be the story below grade if there is one, or the first floor above four feet above average grade if there is no story below grade. Any floor below a first floor shall be considered a basement, and shall not be considered a floor for the purpose of counting stories. All homes constructed on a lot shall be constructed on site, and manufactured or mobile homes are prohibited within the subdivision.

- 3. Appointment of Architectural Committee. The subdivider reserves the right to appoint an Architectural Control Committee. The Architectural Control Committee shall be composed of three persons. Once the Committee has been appointed, it shall be the function of the Architectural Committee to review all plans, drawings and specifications for the approval of buildings or improvements upon the property, as more fully described hereafter in paragraph 4.

Once appointed, the Committee shall remain unchanged through December 31, 1995, so long as none of it's members shall resign. If a member resigns from the Committee, the Subdivider reserves the right to appoint a replacement for the person or persons who may have resigned from the Committee.

After January 1, 1996, the Architectural Committee shall thereafter be selected by a majority of owners of lots within the subdivision. The owners shall be entitled to cast one vote for each lot they own.

At least twenty days prior to December 31, 1995, the Architectural Committee shall mail notice to the record owners of all lots setting forth a date, time and place for a meeting of lot owners to select replacements for the Architectural Committee. At the meeting so called, three persons shall be elected from among the owners of the lots then in attendance. There is no minimum number to establish a quorum. Thereafter, each member of the Committee shall serve until his term of one year shall have lapsed, or he shall resign. In the event of a resignation prior to the end of a term, the remaining members of the Committee may select his replacement.

- 4. Approval of Plans. For purposes of insuring consistent application of these Covenants to improvements within the subdivision, the Architectural Committee has the power to

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control the building, structures, outside colors, and other improvements and initial landscaping to be placed on each lot, as well as to make such exceptions to these Covenants, Conditions and Restrictions as the Committee shall deem necessary and proper.

The owner or occupant of each lot within the subdivision by acceptance of title thereto, takes their property subject to these Covenants and Restrictions, and agrees that no building, wall, or other structure shall be placed upon any such lot unless and until the plans and specifications therefor have been submitted to the Architectural Committee, and approved by said Committee. Each such building, wall or structure shall be placed on the premises only in accordance with the plans and specifications so approved by the Committee. Refusal to approve of plans and specifications by the Committee may be based on any ground, including purely aesthetic ground, which in the sole and uncontrolled discretion of the Committee they shall deem sufficient. However, if the Architectural Committee shall fail to approve or disapprove of plans and specifications within thirty days after written request, then the plans and specifications shall be deemed approved.

The following minimum standards shall apply to all improvements within the subdivisions:

- a) Approved neutral paint.
  - b) All white windows.
  - c) A minimum of 50 square feet of brick accent on the street side of lots.
  - d) RV parking permitted on concrete pad behind fence only.
5. Construction. When the construction of any building is once begun, all work thereon as shown on the plot plan must be prosecuted diligently and must be completed within nine months. No building shall be occupied during construction.
6. Temporary Buildings. No outbuilding, garage, shed, tent, trailer, or temporary building of any kind shall be erected, constructed, permitted, or maintained prior to commencement of the erection of a residence, as is permitted hereby, and no outbuilding, garage, shed, tent, trailer, basement, or temporary resident purposes; provided, however, that this paragraph shall not be deemed or construed to prevent the use of a temporary

construction shed during the period of actual construction of any structure on such property, nor the use of adequate sanitary toilet facilities for workmen which shall be provided during such construction.

7. Signs. Except for signs provided by the Subdivider to advertise or identify the subdivision, no sign of any character shall be displayed or placed upon any part of the property except "For Rent" or "For Sale" signs, referring only to premises on which displayed and not to exceed two square feet in size and one sign to a property.

8. Boats and Trailers. No trailers or habitable motor vehicles of any nature shall be kept on or stored on any part of any lot or any road or street in the subdivision except within enclosed garage or sight obscuring fence or hedge on a lot.

9. Construction Standards.

(1) The construction of all dwelling structures shall be with double wall construction on front elevations and any side of house facing street. All double wall constructed areas to have bevel or horizontal siding. (Wafer lap type acceptable) T-111 is approved on side and rear elevations only, except on corner lots the Committee may make exception to this restriction.

(2) Each roof shall be covered only by Architectural 25 year composition, color: Driftwood Gray, Woodruff; or other substitute as has been previously approved for such roof by the Committee.

(3) Each dwelling shall be constructed with an attached and fully enclosed garage sufficient in size and design to house at least two automobiles.

(4) Only those dwelling structures shall be allowed which are constructed in accordance with and used by the Uniform Building Code as adopted by the State of Washington and the local municipality with jurisdiction (which initially would be Camas).

(5) All concrete flatwork shall be broom finish, exposed aggregate or stamped finish. (Front elevation of house only).

10. Commercial Vehicles. Except during initial construction, no commercial vehicles, construction, or like equipment or mobile or stationary trailers of any kind shall be permitted on any lot of the subdivision or any road or street in the subdivision unless first approved by the Subdivider or the Committee and kept in a garage completely enclosed or behind a sign obscuring fence or hedge.
11. Nuisances. No horses, cattle, goats, poultry, or fowl shall be kept on any lot. No clotheslines or drying yards shall be permitted unless concealed by hedges, lattice work, or screening acceptable to the Subdivider or Committee. No weeds, underbrush, or other unsightly growths shall be permitted to grow or remain upon any lot, and no refuse pile or unsightly objects shall be allowed to be placed or suffered to remain anywhere thereon. No lot shall be used in whole or in part for the storage of rubbish of any character whatsoever, nor for the storage of any property or things that will cause such lot to appear in an unclean or untidy condition, or that will be obnoxious to the eye; nor shall any substance, thing, or material be kept upon the lot that will emit foul or obnoxious odors, or that will cause any noise that will or might disturb the peace, quiet, comfort, or serenity of the occupants of surrounding property.

In the event that any owner of any property in the subdivision shall fail or refuse to keep such premises free from weeds, underbrush, or refuse piles or other unsightly growths or objects, then the Subdivider or the Committee may enter upon such lands and remove the same at the expense of the owner and such entry shall not be deemed a trespass.
12. Maintenance. It shall be the obligation of such owner of any lot to keep and maintain the same, and any building and landscaping now or hereafter located thereon, in a clean and first-rate proper condition, including the area between his property line and the improved portion of any abutting public curb or street, including sidewalks, and any perimeter fencing installed by developer.
13. Vehicles. Parking of inoperable cars, junk cars or other unsightly vehicles shall not be allowed on any lot or road or street within the subdivision excepting only within the confines of any enclosed garage.

(1) No owner or contract purchaser of any lot shall permit any disabled vehicle owned by him, by any member of his family, or by any guest or tenant to be stored or parked upon any street within the Property for a period in excess of forty-eight (48) hours. A vehicle shall be considered "disabled" when in the opinion of the Architectural Control Committee its presence reasonable offends the sensibilities of the residents of the neighborhood.

14. Completion Construction. Construction of any structure shall be complete, including exterior decoration and landscaping, within nine months from the date of start of such construction. All lots shall, prior to the construction or improvements thereon, be kept in a neat and orderly condition and free of brush, vines, weeds and the grass thereto cut or mowed at sufficient intervals to prevent creation of nuisance or fire hazard.

15. Wood RV Gates. Covering any vehicles or boat on garage side of house

(1) Fences. No fence or hedge on any lot boundary line shall exceed six (6) feet in height above the grade on which it is situated, and no fence shall be situated forward of the front yard set-back line as determined by the then current applicable municipal set-back regulations, except that a privacy entry court screening may extend into the set-back area a minimum distance of three (3) feet from the set-back line. All fencing to be cedar with 2 x 4 cap. Decorative chamfered. Post Top Good Neighbor Design (same on each side). All fencing to be concurrent. One coat oil stain light gray in color.

NOTE: The heading covering of any vehicles or boat on garage side of house appears to make little sense unless restrictions are intended as part of this paragraph. The only thing in paragraph 15 has to do with fences.

16. Landscaping. All lots sold by the developer to third parties for their own use as residential properties must be landscaped to Subdivider's or the Committee's reasonable satisfaction. Front to be landscaped no later than one month after completion (weather permitting). Each front yard to have a minimum of one Cleveland Select (Flowering Pear Tree) 1 3/4" in diameter minimum, a minimum of eight (8) plants, two (2) gallon or larger. Front to be sod.

17. Remedies for Violation-Invalidations. For a Violation or a breach of any of these Covenants, Conditions and Restrictions by any person claiming by, through, or under the Subdivider or by virtue of any judicial proceedings, the Subdivider, and the lot owners, or any of them severally, shall have the right to proceed at law or in equity to compel a compliance with the terms hereof or to prevent the violation or breach of any of them. In addition to the foregoing right, the Subdivider or the Architectural Committee shall have the right whenever there shall have been built on any lot any structure which is in violation of these Restrictions, to enter upon the property where such violation of these Covenants, Conditions and Restrictions exists and summarily abate or remove the same at the expense of the owner, and any such entry and abatement or removal shall not be deemed a trespass. The failure promptly to enforce any of the Covenants, Conditions and Restrictions to any person or circumstances in no way shall affect any of the other Covenants, Conditions and Restrictions or their application to other persons or circumstances, but they shall remain in full force and effect.

Should a lot owner fail, neglect, or refuse to satisfy and discharge any amount incurred at the expense of the owner within thirty (30) days, the Subdivider or Committee, its successors and assigns, shall have the right to interest on such amount at the rate of twelve (12%) percent per annum and shall be entitled to receive all costs of collection including a reasonable attorney's fee. If any lot owner or the Subdivider or Committee shall bring an action to enforce any provision hereof, the substantially prevailing party in such action shall be entitled to an award for such parties reasonable attorney's fees and expenses of litigation.

18. Duration. All of the foregoing Covenants, Conditions and Restrictions shall continue and remain in full force and effect at all times as against the owner of any lot in such subdivision, regardless of how he acquired title, until the Covenants, Conditions and Restrictions shall terminate and end, and thereafter be of no further legal or equitable affect on such premises or any owner thereof, provided however, that these Covenants, Conditions and Restrictions shall be automatically extended for a period of ten years, and thereafter in successive ten-year periods, unless on or before the end of one of such extension periods or the base period the owners of a majority of the lots in the subdivision shall



by written instrument duly record declare of termination of the same.

19. Builders. No dwelling on a lot shall be constructed except by a builder licensed as a general building contractor by the State of Washington, who performs his services under a general contractor's bond as required by the state. No unlicensed or unbonded person shall be responsible for the actual construction of a dwelling, and it shall not be an exception to the licensed, bonded builder requirement that the owner is doing the work or is responsible for the construction of the dwelling.
20. Antenna and Dishes. There shall be no exposed or exterior radio or television transmission or receiving antennas or dishes erected, placed or maintained on any structure or land in the subdivision; however, the Architectural Committee, in it's sole discretion, approve of satellite dishes provided they do not exceed four feet in diameter, and antennas provided they do not exceed six feet in height or length.
21. Modification. The Subdivider reserves the right to change, modify, amend or substitute these Covenants, Conditions and Restrictions, in whole or in part, by filing document with the Clark County Auditor, in the Auditor's recording department, at any time prior to January 1, 1996. The Subdivider may unilaterally so change, modify, amend or substitute without the signature or approval of any other person or entity with an interest in any lot in the subdivision; only the Subdivider's signature shall be required. All owners take title to this property subject to this restriction and agree to be bound thereby unless a court shall determine that the Restriction is oppressive and/or unreasonable.  
  
After January 1, 1996, these Covenants, Conditions and Restrictions may be changed or modified only by an instrument signed by owners of sixty-five (65%) percent of the total lots within the subdivision.
22. Severability. If any provision of these Covenants, Conditions and Restrictions or the application of the provision to any persons or circumstances is declared invalid, the remainder of these Covenants, Conditions and Restrictions or the application of the provision to other persons or circumstances is not affected thereby.

IN WITNESS WHEREOF, the undersigned, being the Declarant hereof, has hereunto set its hand and seal this 27th day of OCTOBER, 1994.

PARKER ESTATES

By Donald H. Holzer Pres.  
PARKER ESTATES

By \_\_\_\_\_

Covenants, Conditions  
and Restrictions

OCTOBER 27, 1994

OCTOBER 27, 1994

FIRST AMERICAN TITLE INSURANCE COMPANY  
OF CLARK COUNTY  
1014 Main Street  
Vancouver, Washington 98660  
(206) 699-4445 . (503) 330-1447

**CERTIFICATE FOR PLATTING**

Clark County,  
Clark County, Washington

We, the undersigned, hereby certify that in connection with the  
recording of the Plat and Dedication of

**PARKER ESTATES**

the following comprises all necessary parties signatory to the  
dedications:

DOWCO, INC., a Washington corporation

This certificate does not purport to reflect a full report on the  
condition of title nor the nature and extent of the interest vested  
in each of the parties above, and shall have no force and effect  
except in fulfilling the purposes for which it was requested.

Dated this 13th day of October, 1994, at 8:00 a.m.

FIRST AMERICAN TITLE COMPANY OF CLARK COUNTY

By: Gayle Keys  
Authorized Signature

OCTOBER 27, 1994

OCTOBER 27, 1994



**DOUG LASHER  
CLARK COUNTY TREASURER**

Court House P.O. Box 5000 Vancouver, Washington 98666-5000 Telephone 688-2252

**PLAT CERTIFICATION LETTER**

**DATE: 10-24-94**

**TO WHOM IT MAY CONCERN:**

This is to certify that the 1995 Advance Real Property Tax in the amount of \$25,120.49, has been paid. We further certify that the current and all prior years taxes and all special assessments are paid in full on the property described as follows:

ACCT # 125409-000.0 #17 JOHN HICKS DLC 73.12A

**TO BE PLATTED AS: PARKER ESTATES**

**PLATTED BY: DONCO INC**

**ADDRESS: 610 ESTHER ST.**

VANCOUVER WA 98660

The original copy of the Treasurer's receipt is being held by the Clark County Treasurer, until such time as the current receipt can be issued and a refund, if an due, can be made.

Doug Lasher  
Clark County Treasurer

**FIRST AMERICAN TITLE CO.**

**OCT 27 4 25 PM '94**

BY: Elizabeth A Luce  
DEPUTY

**ELIZABETH A LUCE**

Advance tax and certification fee paid on Treasurer's Receipt # 93472.

The advance tax was based on the current Use value. If any of this land sells prior to the receipting of the 1995 taxes, then additional funds will be due.

Tax Service

Data Management

FAX  
737-8042

Finance

Investments

OCTOBER 27, 1994

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Oregon Version 20150707

CTC A7986

PARKER ESTATES

9502070012

RE-RECORDED TO CORRECT ITEM (16) LANDSCAPING

INITIALLY RECORDED IN BOOK "J", PAGE 062

9410270340

(1) No owner or contract purchaser of any lot shall permit any disabled vehicle owned by him, by any member of his family, or by any guest or tenant to be stored or parked upon any street within the Property for a period in excess of forty-eight (48) hours. A vehicle shall be considered "disabled" when in the opinion of the Architectural Control Committee its presence reasonable offends the sensibilities of the residents of the neighborhood.

14. Completion Construction. Construction of any structure shall be complete, including exterior decoration and landscaping, within nine months from the date of start of such construction. All lots shall, prior to the construction or improvements thereon, be kept in a neat and orderly condition and free of brush, vines, weeds and the grass thereto cut or moved at sufficient intervals to prevent creation of nuisance or fire hazard.

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\* Or seed as weather permits.....  
Covenants, Conditions and Restrictions - 6 -

CHARTER TITLE CORP.

FEB 7 9 30 AM '95

AUDITOR:  
ELIZABETH A LUCE

R 27, 1994

STATE OF WASHINGTON, }

County of Clark }

ss.

037

I hereby certify that I know or have satisfactory evidence that DONNEL LANG

is the person who appeared before me, and said person acknowledged that ( he ) signed this instrument and acknowledged it to be HIS free and voluntary act for the uses and purposes mentioned in this instrument.

Dated: January 31, 1995

GORDON L. REITER  
NOTARY PUBLIC  
STATE OF WASHINGTON  
COMMISSION EXPIRES  
MAY 15, 1998

Donnel Lang  
Notary Public in and for the State of Washington,  
residing at Vancouver

My appointment expires 5-15-98

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Oregon Version 20150707

RECORDING REQUESTED BY  
AND WHEN RECORDED RETURN TO:  
9807150398

LeAnne Bremer, Attorney  
Horenstein & Duggan, P.S.  
P.O. Box 694  
Vancouver, WA 98666

FILED FOR RECORD  
CLARK CO. WASH  
*Clayton Cochran*  
98 JUL 15 PM 1:20  
AUDITOR  
ELIZABETH A. LUCE

13

AMENDMENT TO DECLARATION FOR  
PARKER ESTATES HOMEOWNERS' ASSOCIATION

Grantors: Parker Estates Homeowners' Association  
Grantees: The Public  
Abbreviated Legal: SW 1/4 Sec. 4, TIN, R3E  
Assessor's Tax Parcel #: 125409-000  
Other Reference Nos: 9410270340 Declaration

TO THE PUBLIC, KNOW ALL PERSONS BY THESE PRESENTS, that the Parker Estates Homeowners Association, by and through its membership and Board of Directors, hereinafter referred to as "Declarant," pursuant to action duly authorized by a majority of its Board of Directors at a regular meeting of the Board on November 18, 1997, and pursuant to action duly authorized by the membership in the Parker Estates Homeowners' Association by affirmative vote of no less than 65 percent of such membership, hereby declares the following amendments:

WITNESSETH:

WHEREAS, Declarant certifies and declares that it does hereby establish the following amendment to the October 24, 1994, Covenants, Conditions, and Restrictions for the Plat of Parker Estates ("Declaration") and recorded under Clark County Auditor's File No. 9410270340. This amendment to the above-referenced Declaration for Parker Estates is for the improvement, protection and benefit of property within Parker Estates. This amendment shall be applicable to Parker Estates as though fully set forth in the Declaration as defined above; and

WHEREAS, Declarant does hereby establish the following amendment to the Covenants, Conditions, and Restrictions for the Plat of Parker Estates subject to which all lots of every kind and nature shall be held, used, occupied, leased, sold, assigned or conveyed; and

WHEREAS, Section 21 of the Declaration requires a modification of said Declaration to be reflected by an instrument signed by owners of 65% of the total lots within the subdivision; and

WHEREAS, sixty-five percent (65%) of the owners have agreed to the amendment as evidenced by the attached Exhibit A.

WHEREAS, said amendment for Parker Estates, which shall run with the land and shall inure to the benefit of, be imposed upon, and pass to the successor in interest of each and all said units as a covenant and servitude in favor of and enforceable by the owner or owners of any other of such units; and



WHEREAS, all amendments to sections or subsections of the Declaration for Parker Estates shall be shown in this amendment by a line under any added word(s), figure(s), or punctuation and all deletions from sections or subsections shall be shown by lining through the deleted word(s), figure(s), or punctuation;

NOW, THEREFORE, IT IS HEREBY DECLARED as follows:

That Section 15 of the Declaration and Covenants, Conditions, and Restrictions for the Plat of Parker Estates, shall be and is hereby amended to read as follows:

15. Wood RV Gates . Covering any vehicles or boat on garage side of house.

(1) Fences. No fence or hedge on any lot boundary line shall exceed six (6) feet in height above the grade on which it is situated, and no fence shall be situated forward of the front yard set-back line as determined by the then current applicable municipal set-back regulations, except that a privacy entry court screening may extend into the set-back area a minimum distance of three (3) feet from the set-back line. All fencing to be cedar with 2 x 4 cap. Decorative chamfered. Post Top Good Neighbor Design (same on each side). All fencing to be concurrent. One coat oil stain light gray ~~or cedar~~ in color.

IN WITNESS WHEREOF, the undersigned have executed this Amendment this 15<sup>th</sup> day of July, 1998.

PARKER ESTATES HOMEOWNERS' ASSOCIATION

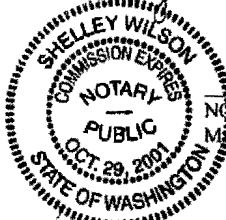
By: Clayton C. Cochran  
Clayton C. Cochran, President

Attest:  
Dianne Smith  
Dianne Smith, Secretary

STATE OF WASHINGTON )  
 )ss.  
County of Clark )

I certify that Clayton C. Cochran 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 the President of PARKER ESTATES HOMEOWNERS' ASSOCIATION to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED this 15<sup>th</sup> day of July, 1998.



Shelley Wilson  
NOTARY PUBLIC FOR WASHINGTON  
My Commission Expires: 10/29/01

STATE OF WASHINGTON )  
 )ss.  
County of Clark )

I certify that Dianne Smith appeared personally before me and that I know or have satisfactory evidence that she signed this instrument, on oath stated that she was authorized to execute the instrument and acknowledged it as the Secretary of PARKER ESTATES HOMEOWNERS' ASSOCIATION to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED this 15<sup>th</sup> day of July, 1998.

Clayton C. Cochran  
NOTARY PUBLIC FOR WASHINGTON  
My Commission Expires: 12-10-01



EXHIBIT "A"

That Section 15 of the Declaration and Covenants, Conditions, and Restrictions for the Plat of Parker Estates, shall be and is hereby amended to read as follows:

15. Wood RV Gates . Covering any vehicles or boat on garage side of house.

(1) Fences. No fence or hedge on any lot boundary line shall exceed six (6) feet in height above the grade on which it is situated, and no fence shall be situated forward of the front yard set-back line as determined by the then current applicable municipal set-back regulations, except that a privacy entry court screening may extend into the set-back area a minimum distance of three (3) feet from the set-back line. All fencing to be cedar with 2 x 4 cap. Decorative chamfered. Post Top Good Neighbor Design (same on each side). All fencing to be concurrent. One coat oil stain light gray or cedar in color.

We, the owners of 65% of the lots in Parker Estates\*, hereby approve adoption of the above amendment of the Declaration of Covenants, Conditions, and Restrictions for the Plat of Parker Estates:

LOT #	OWNERS
2, 12, 22, 47, 62, 63, 64, 65, 66, 67, 68 69, 70, 73, 74, 75, 77, 78, 106, 107, 118, 126, 144, 146, 151, 152, 169, 177, 180, 183, 188 and 192	Donco, Inc.
9, 97, 124, 150, 154, 178, 181 and 194	Care Construction
1	Mr. and Mrs. David Rayburn
3	Mr. and Mrs. Chet Graf
4	Ms. Linda Raff
5	Mr. and Mrs. Rick Russell
7	Mr. and Mrs. Jessie Wilson
10	Mr. Ken Booster
11	Ms. Evie Williams
13	Mr. and Mrs. Greg Hunter
14	Ms. Gail Carey
15	Mr. Todd Lopipard
16	Mr. and Mrs. Derek Woodson
17	Mr. and Mrs. Steve Helton
18	Mr. and Mrs. Mark Olson
19	Mr. Cal Stone
20	Mr. and Mrs. Jeff Pudlitzke
21	Mr. and Mrs. Danny Allen
23	Mr. and Mrs. Richard Rhodes
26	Mr. and Mrs. Tim Storie
28	Mr. Miyako Furukawa
30	Mr. and Mrs. Doug Huegli

**LOT #****OWNERS**

31	Mr. Steve DeRoos
32	Mr. and Mrs. Thomas Hoeft
34	Mr. and Mrs. Jeff Troup
35	Mr. and Mrs. Brian Quintana
36	Mr. and Mrs. David Shepherd
37	Mr. and Mrs. Steve Parish
38	Mr. and Mrs. Roger Andreassen
40	Mr. and Mrs. David Schmoltd
41	Mr. and Mrs. Roy Lum
42	Mr. and Mrs. Al Wichert
44	Mr. and Mrs. Lurry McCarty
45	Mr. and Mrs. Brendon Stead
50	Mr. and Mrs. Michael Foster
51	Mr. and Mrs. Dean Dossett
53	Mr. and Mrs. David Mueller
54	Mr. and Mrs. Paul Sharp
55	Mr. and Mrs. Charles Howd
56	Mr. and Mrs. Marv Green
57	Mr. and Mrs. Greg Brown
58	Mr. and Mrs. Bill Kringle
59	Mr. and Mrs. Butch Everett
71	Mr. and Mrs. Graydon Strong
72	Mr. and Mrs. Ken Bendickson
76	Mr. and Mrs. Steven Smith
80	Mr. and Mrs. Steve Fisher
81	Mr. and Mrs. Girard Luck
82	Harold Nelson/Debbye Nelson
84	Mr. and Mrs. Ken Goodman
85	Mr. and Mrs. Greg Wallace
86	Mr. and Mrs. Jeff White
87	Mr. and Mrs. David Syth
88	Mr. and Mrs. Doug McClellan
89	Mr. and Mrs. Kevin Memsic
90	Mr. and Mrs. Chris Zawaski
91	Mr. and Mrs. Jim Carte
93	Mr. and Mrs. Mike Girone
95	Mr. and Mrs. Steven Reed
96	Mr. and Mrs. Alan Konewko
98	Mr. and Mrs. Craig Sampter
99	Mr. and Mrs. Bob Yraceburu
101	Mr. and Mrs. Sonny Clutter
102	Ms. Joy Schmoltd
103	Mr. and Mrs. David Schroeder
104	Mr. and Mrs. Gary Weber
105	Mr. and Mrs. Paul Horgan
110	Mr. and Mrs. Donald Dodd
112	Mr. and Mrs. Albert Shockey
115	Mr. and Mrs. Arthur Duggins
117	Mr. and Mrs. Randy Ebert
122	Mr. Harold Anderson
123	Mr. and Mrs. James Reeves
127	Mr. and Mrs. Shaowu Yang

LOT #

OWNERS

130	Mr. and Mrs. Larry Ellis
132	Mr. and Mrs. Brad Elliott
133	Mr. and Mrs. Dan Iuman
135	Mr. Maher Basal
136	Mr. and Mrs. John Snyder
137	Mr. and Mrs. Greg Lange
138	Mr. and Mrs. Brian Capistrant
139	Mr. and Mrs. David Orr
143	Mr. and Mrs. Gary Sater
145	Mr. and Mrs. Jim O'Neal
147	Mr. and Mrs. Eugene Lane
149	Mr. and Mrs. Mark Murahashi
155	Mr. and Mrs. Louis Sien
158	Mr. and Mrs. Ferdinandus Pieters
161	Mr. and Mrs. Tom Carpenter
162	Mr. and Mrs. Mike Bell
164	Mr. and Mrs. Jim Stanley
165	Mr. and Mrs. Steven Kazay
166	Mr. and Mrs. Darrell Collard
168	Mr. and Mrs. Chris Bell
170	Mr. and Mrs. Ha Lee
172	Mr. and Mrs. Robert Lattanzi
173	Mr. and Mrs. Jim Hensley
174	Mr. and Mrs. Ed Barbier
179	Mr. and Mrs. John McCormick
190	Mr. and Mrs. Howard Hornbeck
195	Mr. and Mrs. Randy Rice

**\*SIGNATURES ON FILE WITH THE PARKER ESTATES HOMEOWNERS'  
ASSOCIATION BOARD.**

9410070220

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**BY-LAWS**

**PARKER ESTATES HOMEOWNERS ASSOCIATION (PEHA)**

1. Formation of Association. These By-laws are adopted by formal vote of the Parker Estates Homeowners Association (PEHA) as incorporated under the non-profit corporation laws of the State of Washington. The parties agree to form Parker Estates Homeowners Association (PEHA) for the administration of common areas, open space areas and the wall that runs along Parker Road, and if any or if necessary, for roadways, easements, utilities and improvements or activities as the association chooses to undertake from time to time.

2. Name of Association. The name of the association formed hereby shall be Parker Estates Homeowners Association (PEHA).

3. Organization of Association. The association shall be organized as follows:

3.1 Members. All owners of the affected real property described in Exhibit "A" who are vested in fee, and all owners of a life estate in said affected property, and all owners of the affected property whose fee interest is subject to a life estate, shall be members, excepting where such fee interest is subject to

control or affect the meaning or construction of any of the terms or provisions of this agreement.

IN WITNESS WHEREOF, a majority of members of the Parker Estates Homeowners Association (PEHA) have voted and approved these By-laws on the 6<sup>th</sup> day of October, 1994.

EXECUTED THIS 6<sup>th</sup> day of October, 1994.

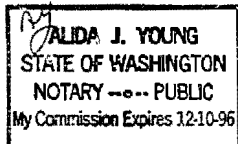
PARKER ESTATES HOMEOWNERS ASSOCIATION (PEHA)

BY: Donald Holsinger  
Donald Holsinger, President

STATE OF WASHINGTON )  
County of Clark ) ss.

I certify that I know or have satisfactory evidence that Donald Holsinger is the person who appeared before me and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the President of Parker Estates Homeowners Association (PEHA), to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED: October 6, 1994



Alida J. Young  
Notary Public in and for the  
State of Washington, residing  
at Battle Ground.  
My appointment expires: 12-10-96

# Mackay & Sposito Inc.



ENGINEERS SURVEYORS PLANNERS

1703 MAIN STREET VANCOUVER, WASHINGTON 98660

WASHINGTON  
PH. (206) 695-3411

FAX  
PH. (206) 695-0333

OREGON  
PH. (503) 289-6726

11,649.LD3  
8-17-94  
KDB-wg

## PERIMETER LEGAL DESCRIPTION

### PARKER ESTATES CAMAS, WASHINGTON

Real property situated in the City of Camas, Clark County, Washington, being a portion of the John Hicks Donation Land Claim, lying within the East half of the Northwest quarter, and the Northeast quarter of the Southwest quarter of Section 4, Township 1 North, Range 3 East of the Willamette Meridian, more particularly described as follows:

Beginning at the Southwest corner of the John Hicks Donation Land Claim, as shown on the Record of Survey filed in Book 17 of Surveys at Page 58, records of said county; thence along the West line of said claim North 0° 53' 15" East 2212.33 feet to the Southwest corner of Parcel 3 of that tract of land conveyed to Douglas B. MacDonald, by deed recorded under Auditor's File No. 8803180033, records of said county, said point being the True Point of Beginning; thence continuing along said West line North 0° 53' 15" East 2407.10 feet; thence South 88° 59' 59" East 670.67 feet to a point on the West line of that tract of land conveyed to the City of Camas, by deed recorded under Auditor's File No. 9005150095, records of said county; thence along said West line South 1° 18' 42" West 140.00 feet to the Southwest corner of said City of Camas tract; thence along the South line of City of Camas tract South 88° 59' 59" East 700.00 feet to a point on the East line of said Hicks claim; thence along said East claim line South 1° 18' 42" West 2275.03 feet to a point on the South line of said Parcel 3; thence along said South line North 88° 39' 55" West 1352.83 feet to the True Point of Beginning.

Containing 73.123 acres±.

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CLARK CO. WASH  
*Richard Douglas*  
OCT 7 2 03 PM '94



AUDITOR  
ELIZABETH A. LUCE

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a real estate contract, in which event the contract vendee of such contract shall be the member.

3.2 Parcel. There shall be one (1) member for each parcel of real property described in Exhibit "A". If there is more than one (1) person who has an interest in such parcel and who is otherwise qualified to be a member, the member shall be selected in writing by a majority of the persons who have such an interest in such parcel. If no person is able to achieve majority vote, there shall be no member as to such parcel until a person can be selected by a majority of the persons who are entitled to be a member and have such an interest in the particular parcel. If one (1) person owns more than one (1) parcel, that person shall only be entitled to one membership, EXCEPT that the developer of the Parker Estates Subdivision, Donald Holsinger, as President of Donco, Inc., its successor or assigns, shall be entitled to one (1) membership per parcel until sixty (60%) percent of the lots are sold.

3.3 Recording. The parties shall cause this agreement to be recorded with the Auditor of Clark County, Washington, and shall further be responsible for calling within twelve (12) months of said recording a meeting of the member of the association. Due notice thereof (at least 20 days notice) shall be given to all of the members by first class mail or by telephone and convene said meeting.

3.4 Officers. The officers of the association shall consist of a President, a Vice President, a Secretary, and a

Treasurer. All officers shall hold office for a terms of one (1) year from the date of election, or until the respective successor of each officer is elected. The duties of the President shall be to preside at all meetings of the association and, in general, to serve as an executive officer of the association. The Vice President shall serve in the incapacity of the President, or in the event of his resignation. The Vice President shall also preside at meetings of the association in the absence of the President. The Secretary shall keep records and minutes of the association, and shall be responsible for the safekeeping of the funds of the association. The association shall, by action in adopting its bylaws, delegate such other and further responsibilities to the officers as shall be deemed appropriate, and shall impose such other restrictions and qualifications upon the officers as the association shall determine. The bylaws may also provide for additional officers and for an executive committee to be elected by the membership.

3.5 Elections. Election to officer shall be by majority vote. A meeting of the membership shall not be valid unless a majority of the total membership shall be present or represented at such meeting by proxy. Each member shall be entitled to one (1) vote EXCEPT as provided for in Paragraph 3.2 hereinabove. Written proxies may be filed with the association authorizing designated persons to vote for a member.

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3.6 Indemnification and Bonding. Any person made a party to any action, suit or proceeding by reason of the fact that he, or the personal representative of his estate, if or was a Director, officer, agent or employee of the association, shall be indemnified by the association against the reasonable expenses of attorneys' fees actually and necessarily incurred by him in connection with the defense of such suit, action or proceedings, or in connection with any appeal therein, except in relation to matters as to which it shall be adjudged in such action, suit or proceedings that such officer, director, agent or employee is liable for negligence or misconduct in the performance of his duties. The foregoing right of indemnity shall not be deemed exclusive of any other rights to which any officer, director, agent or employee may be entitled apart from the provisions of this section. The amount of indemnity to which an officer, director, agent or employee may be entitled shall be fixed by the association. All officers shall be bonded and insured as established by the association.

3.7 Powers. The association shall be vested with all of the powers enumerated in Paragraph 4 herein, and shall have the obligation to carry out the duties of the association enumerated in paragraph 4.

4. Powers of Association. The association shall have the following powers:

BY-LAWS - 4

4.1 Assessment. To collect assessments from its members for the construction, maintenance and repair of common areas, open space areas and the wall that runs along Parker Road, and if any or if necessary, for roadways, easements, utilities and improvements.

4.2 Contract. To contract with suitably qualified persons, corporations, partnerships or other businesses for the undertaking of projects to construct, maintain or repair common areas, open space areas and the wall that runs along Parker Road, and if any or if necessary, for roadways, easements, utilities and improvements.

4.3 Costs. To pay, from collected assessments, administrative costs and the costs of any project undertaken in conformity with the powers and duties contained herein.

4.4 Suit. to sue or be sued in its own name, as if it were a natural person, to enforce any contract entered in conformity with the powers and duties contained herein, or to enforce or collect any assessment which has been validly assessed against any member according to the terms of this agreement, or to protect its members from any breach of any fiduciary duty.

4.5 Services. To retain legal, accounting or engineering advice pertaining to any project of suit undertaken pursuant to the terms of this agreement, and to disburse the costs thereof from collected assessments.

4.6 Accounts. To maintain, in its own name, interest bearing or non-interest bearing accounts with suitable financial

EY-LAWS - 5

institutions for the safeguarding and disbursement of any assessments collected or money received. All accounts shall require signature of two (2) officers for payment of any costs or contract services.

4.7 Action. to take any responsible action which is necessary to carry out the terms of this agreement including filing liens against owners for non-payment of any assessments as set forth by the association.

5. Duties of Association. The association shall have the following duties:

5.1 Meeting. To conduct a meeting of its members at least once each calendar year at a suitable time and place upon the giving of at least seven (7) days notice by first class mail to all members. Notice shall be considered given as of the date of mailing thereof to the last known address of each member.

5.2 Lists. To keep and maintain an accurate and up-to-date list of names and addresses of its members.

5.3 Levy/Collect Assessments. To levy and collect assessments from each member in conformity with the following provisions:

(1) The assessments shall be for the actual and projected costs of construction, maintenance and repair of the common areas, open space areas and the wall that runs along Parker Road, and if any or if necessary, for roadways, easements,

BY-LAWS - 6

utilities and improvements which have either been expended, or are projected to be expended within a reasonably foreseeable time thereafter. Reasonable reserves may be established by the association in anticipation of emergency repairs and/or maintenance. The costs of maintenance and repairs as so determined shall be equitably allocated among the property owners on an equal share basis, each individual parcel bearing an equal assessment of the cost of maintenance of the common areas, open space areas and the wall that runs along Parker Road, and if any or if necessary, for roadways, easements, utilities and improvements, unless members owning more than one (1) lot have been voted to be assessed as a single parcel. If any owners of the property subject to this agreement cause damage to the common areas, open space areas, wall that runs along Parker Road, or roadways, said owners shall be solely responsible for the repair of said damage.

(2) Each and every assessment made pursuant to the terms of this agreement shall be a lien in favor of the association and against the property of the owner or contract vendee from the date upon which notice of such assessment is filed with the Auditor of Clark County, Washington. Said assessment shall bear interest at the rate of twelve percent (12%) per annum sixty (60) days after the filing of the notice of assessment with the Auditor unless the same shall be paid in full. The court shall award reasonable attorneys' fees to the prevailing party in any action brought to enforce or collect such assessment.

BY-LAWS - 7

5.4 Contract. To contract with suitably qualified persons, corporations, partnerships, or other businesses when undertaking any project to construct, maintain or repair common areas, open space areas and the wall that runs along Parker Road, and if any or if necessary, for roadways, easements, utilities and improvements.

5.5 Costs. To pay promptly from collected assessments all debts and costs incurred in the undertaking of any project in conformity with the powers and duties contained herein.

5.6 Advice. To insure that legal and engineering advice has been obtained pertaining to any project or suit undertaken pursuant to the terms of this agreement, and to promptly disburse the costs thereof from collected accounts.

5.7 Accounts. To establish and maintain, in its own name, suitable accounts, with suitable financial institutions for the prudent safekeeping, preservation and disbursement of any assessments collected or monies received. All accounts shall require signature of two (2) officers for payment of any costs or contract services.

5.8 Borrow. To borrow money against the assessments, upon such terms and conditions as the officers of the association shall determine.

6. Binding of Heirs and Assigns. The provisions of this agreement shall be binding upon the respective heirs, transferees

and assigns of the parties, and shall constitute obligations of the parties' successors in interest in the real property affected hereby.

7. Miscellaneous Provisions.

7.1 Entire Agreement. This agreement constitutes the entire agreement between the parties hereto and neither of the parties shall be bound by any promises, representations or agreements except as are herein expressly set forth or as otherwise set forth in writing.

7.2 Validity. In the event that any provisions of this agreement shall be held to be invalid or unenforceable, the same shall not affect, in any respect whatsoever, the validity or enforceability of the remainder of this agreement.

7.3 Costs and Attorneys' Fees. In the event suit of action is instituted to enforce any of the terms of this agreement, the prevailing party shall be entitled to recover from the other party such sum as the court may adjudge reasonable as attorneys' fees at trial or on appeal of such suit or action, in addition to all other sums provided by law.

7.4 Applicable Law. This agreement will be governed by Washington law.

7.5 Captions or Headings. The captions or headings of the paragraphs hereof are for convenience only and shall not



**NOTICE  
REGARDING  
CERTAIN DISCRIMINATORY RESTRICTIONS, IF APPLICABLE**

*Omitted from the attached document is any covenant or restriction that is based upon, but not necessarily limited to, race, color, religion, sex, sexual orientation, familial status, marital status, disability, handicap, national origin, ancestry, source of income, gender, gender identity, gender expression, medical condition or genetic information, as set forth in applicable state or federal law, except to the extent that such covenant or restriction is permitted by applicable law.*

Oregon Version 20150707

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FILED FOR RECORD  
CLARK CO WASH  
*Clayton Cochran*  
98 JUL 15 PM 1:19  
AUDITOR  
ELIZABETH A. LUCE

**RECORDING REQUESTED BY  
AND WHEN RECORDED RETURN TO:**

Dianne Smith, Board of Directors  
Parker Estates Homeowners' Association  
2951 NW Ogden St.  
Camas, WA 98607

**REVISION TO BY-LAWS FOR  
PARKER ESTATES HOMEOWNERS' ASSOCIATION**

**Grantors:** Parker Estates Homeowners' Association  
**Grantees:** The Public  
**Abbreviated Legal:** SW ¼ Sec. 4, T1N, R3E  
**Assessor's Tax Parcel #:** 125409-000  
**Reference Nos:** Original By-laws: 9410070220

TO THE PUBLIC, KNOW ALL PERSONS BY THESE PRESENTS, that the Parker Estates Homeowners' Association, by and through its membership and Officers, hereinafter referred to as "Declarant," pursuant to action duly authorized by a majority of its Officers, and pursuant to action duly authorized by the membership in the Parker Estates Homeowners' Association, by a mail in written ballot vote of 71 for and 2 against on 21 May 1997, hereby declares the following By-Law revision:

**WITNESSETH:**

WHEREAS, Declarant certifies and declares that it does hereby establish the following Revision to the October 7<sup>th</sup> 1994, By-Laws for the Plat of Parker Estates ("Declarant") and recorded under Clark County Auditor's File No. 9410070220;

NOW, THEREFORE IT IS HEREBY DECLARED as follows:

That the following section be added to the By-Laws for the Plat of Parker Estates:

Directors

6.1 Number. The affairs of the Association shall be managed by a Board of Directors consisting of seven (7) directors. The number of directors may be increased or decreased from time to time by approval of simple majority of Association membership.

