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**RECORDING REQUESTED BY
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LeAnne M. Bremer
Miller Nash, LLP
500 Broadway, Suite 400
P.O. Box 694
Vancouver, Washington 98666

Real Estate Excise Tax
Ch. 11 Rev. Laws 1951
Affd. # 0 EXEMPT Date 1-10-13
For details of tax paid see
Affd. # 0
By Doug Lasher
Clark County Treasurer
RZ
Deputy

Grantor : Dunning Meadows, Inc., a Washington corporation
Grantee : The Public
Abbreviated Legal : Lots 1-113, DUNNING MEADOWS Preliminary Approved as
"Gustafson Subdivision", 311/710
Assessor's Tax Parcel Nos.: See attached Exhibit "D" 986032-637
Prior Excise Tax No. : NA
Other Reference No. : NA

622-56176

**DECLARATION OF
COVENANTS, CONDITIONS, RESTRICTIONS, AND EASEMENTS
FOR
DUNNING MEADOWS**

**THIS DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS, AND
EASEMENTS** is made this 8 day of JANUARY, 2014, by Dunning
Meadows, Inc., a Washington corporation ("Declarant").

RECITALS:

A. Declarant owns all of that certain real property located in Clark County, Washington, the
perimeter of which is legally described in Exhibit A, and platted as Dunning Meadows

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Subdivision, a subdivision in the plat records of Clark County, Washington, under Auditor's File Number 5037220 ("Plat"), attached in Exhibit B.

B. Dunning Meadows is a residential development consisting of residential lots and common areas located in Clark County, Washington.

C. The purpose of this Declaration is to provide a means for maintaining, controlling, and preserving the Property.

D. Declarant will provide leadership in organizing and administering the homeowners association during the development period, but expects Owners within Dunning Meadows to accept responsibility for administration at the Turnover Meeting referred to in Section 6.6 below. Funds for the maintenance of common areas and other areas within the development will be provided through Assessments against those who own Lots within Dunning Meadows.

E. Declarant hereby declares that the Property and all improvements thereon are subject to the provisions of this Declaration. The Property shall be held, conveyed, hypothecated, encumbered, leased, rented, used, occupied and improved subject to the covenants, conditions, and restrictions stated in this Declaration. All of the limitations, easements, uses, obligations, covenants, conditions, and restrictions stated in this Declaration shall be enforceable as equitable servitudes, shall run with the Property, and shall inure to the benefit of and be binding on all Owners and all other parties having or acquiring any right, title, or interest in any part of the Property.

NOW, THEREFORE, Declarant hereby declares that the Property described in this Declaration known as the Dunning Meadows shall be held, sold, and conveyed subject to the following covenants, conditions, restrictions and easements, which shall run with the Property and shall be binding upon all parties having or acquiring any right, title or interest in such Property or any part thereof and shall inure to the benefit of each owner thereof.

ARTICLE 1 DEFINITIONS

As used in this Declaration, the terms set forth below shall have the following meanings:

1.1 "Assessments" mean all assessments and other charges, fines, and fees imposed by the Association on an Owner in accordance with this Declaration, the Bylaws of the Association, or the provisions of any governing laws, and include but are not limited to common expenses to be shared by all Owners.

1.2 "Association" means the nonprofit corporation to be formed to serve as an Owner

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1.3 "**Board of Directors**" or "**Board**" means the initial directors named in the Articles of Incorporation of the Association or any subsequent directors elected by the Owners of the Association in the manner provided in the Association's Bylaws.

1.4 "**CC&Rs**" means this Declaration of Covenants, Conditions, Restrictions, and Easements for Dunning Meadows, and any amendments thereto.

1.5 "**Common Areas**" and "**Common Improvements**" means those defined areas in Section 3.1 of this Declaration.

1.6 "**Declarant**" means Dunning Meadows, Inc., a Washington corporation and its successors and assigns to whom the Declarant rights have been transferred.

1.7 "**Declaration**" means this Declaration of Covenants, Conditions, Restrictions, and Easements for Dunning Meadows, and any amendments thereto.

1.8 "**Governing Documents**" means this Declaration, together with the Articles of Incorporation, and Bylaws of the Association, and rules and regulations adopted by the Board of Directors of the Association, as any may be amended from time to time.

1.9 "**Improvement**" means a building located upon a Lot within the Property and designated for occupancy as a residential dwelling, together with any garage, deck, patio, or other structure or physical improvement on a Lot.

1.10 "**Lot**" means a numerically designated and platted residential lot within the Property (including the Improvements located on such Lot). Reference to specific Lot numbers in this Declaration correspond to the Lots on the attached Plat in **Exhibit B**.

1.11 "**Member**" means an Owner having the right to participate in the Association.

1.12 "**Owner**" means the person or persons, including Declarant, owning any Lot in the Property, but does not include a tenant or holder of a leasehold interest or a contract vendor or other person holding only a security interest in a Lot. The rights, obligations, and other status of being an Owner commences upon acquisition of the ownership of a Lot and terminates upon disposition of such ownership, but termination of ownership shall not discharge an Owner from obligations incurred prior to termination.

1.13 "**Private Driveway Easement**" means the private driveway easements for Lots 11, 12 & 13 and Lots 20, 21 & 22 within the Plat, called out in Notes B & C, respectively, on Sheet 2 of the Plat.

1.14 "**Property**" means the Property described in Section 2.1 below.

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ARTICLE 2
PROPERTY SUBJECT TO THESE COVENANTS

2.1 Property. Declarant hereby declares that all the real property described below is owned and shall be owned, conveyed, hypothecated, encumbered, leased, rented, used, occupied, and improved subject to this Declaration:

The perimeter of the property is legally described in Exhibit A.
The Plat is attached as Exhibit B.

ARTICLE 3
COMMON AREAS AND COMMON IMPROVEMENTS

3.1 Designation of Common Areas and Common Improvements. The Common Areas consist of the 25' chord easements on the north and south side of 105th Street at the intersection with 152nd Avenue as shown on the Plat. The Common Improvements means the fence and pillars existing along the west property line of the Lots abutting 152nd Avenue and the subdivision monument and all landscaping and other amenities located within the Common Areas.

ARTICLE 4
PROPERTY RIGHTS IN LOTS

4.1 Use and Occupancy. The Owner of a Lot in the Property shall be entitled to the exclusive use and benefit of such Lot, except as otherwise expressly provided in this Declaration, but in all cases the Lot shall be bound by and each Owner and the Declarant shall comply with the restrictions contained in Article 5 below and all other provisions of this Declaration for the mutual benefit of all Owners.

ARTICLE 5
DECLARATION OF PROTECTIVE COVENANTS

5.1 Building Restrictions. All dwellings, or garage or any part thereof, or any other structure shall be erected in conformity with all local building codes and regulations of Clark County, and the conditions noted on the Plat of Dunning Meadows. No dwelling shall be constructed or permitted upon any Lot other than one single family dwelling for a single family occupancy only, not to exceed two stories in height. No structure of a temporary character, basement only, tent, shack, garage, barn, prefabricated structure or other outbuildings, or mobile home or trailer shall be used as a residence, even on a temporary basis during the course of construction.

5.2 Square Foot Minimum – Dwellings. The floor area of the dwelling structure, exclusive of basements, open or screened porches and garages, shall not be less the 1500 square feet

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for a one-story dwelling or 1800 square feet for a two-story dwelling (with the exception of Lots 67, 79, 81, and 84 of the Plat which shall not be less than 1500 square feet total). No mobile or manufactured homes shall be allowed.

5.3 Roof. All roofs shall be of minimum thirty-year architectural composition shingle in the colors of black, charcoal, or "weathered wood", or of substantially similar color, as approved by the Board of Directors.

5.4 Color. Unless otherwise approved by the Board of Directors, semi-transparent or solid paints or stains in earth-tone hues only are acceptable. The color combination for the body and trim of a dwelling may not be repeated by any adjacent dwelling.

5.5 Siding. Unless approved otherwise by the Board of Directors, all elevations of each dwelling shall be of cedar, redwood, Hardi-plank (or comparable fiber cement product) in a tongue and groove, lap siding, or board and batten pattern, with shakes or shingles, masonry/stone, or such other equivalent accents. Vinyl siding is not allowed.

5.6 Garages. Each dwelling shall include an attached garage designed to enclose a minimum of two (2) and a maximum of three (3) vehicles. Carports will not be permitted. Garage doors shall be painted or stained and not left factory primed.

5.7 Outbuildings. All outbuildings must be of no more than one level and must complement (i.e. be of like kind and material to) the dwelling in material, color and design. The location of such outbuildings shall be set back or even with the front of the house. No used building or structure shall be moved or placed on the Property or any Lot.

5.8 Fencing. All Lots shall be fenced in the rear and side yards concurrent with construction of the dwelling. No fence shall be situated streetward of the front yard set-back line (as determined by the then current applicable municipal set-back regulations) and all side-yard fencing shall extend to within at least ten feet from the front foundation corner of the dwelling. With the exception of the Dunning Meadows 152nd Avenue frontage fencing and the fence existing between Dunning Meadows and Misty Meadows Estates to the south, all fencing shall be six-foot, dog-eared, three-rail with metal posts, substantially similar in detail to the attached drawing in Exhibit C); and all fences shall have at least one coat of oil stain (i.e., Olympic, Semi-transparent Walnut (708) or equivalent) applied before or at the time of installation. Notwithstanding the foregoing requirements, the Declarant shall have the unqualified right to install fences of any type within or along the boundary lines, Common Areas, easements or other areas while such areas are within the Declarant's ownership and while Declarant has control of the Association (before the Turnover Meeting), including, but not limited to, metal, cyclone or chain link fencing.

5.9 Curb Cuts. All curb and pavement cuts must be professionally sawn. Any damage to the street from a driveway curb cut, concrete spalling, or settlement, shall be the

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builder/Lot owner's responsibility to repair for a period of not less than six years from the date of the curb modification. All curb cuts shall equal existing curbs in appearance, texture, and sub-grade compaction.

5.10 Landscaping requirements. Each Lot shall be fully landscaped concurrently with construction of the dwelling. In the event of undue hardship due to weather conditions, this provision may be extended upon written request to the Board. All front and rear yard areas shall be planted with any of the following: trees and shrubs, ground cover, conifer trees, deciduous shrubs and trees, and lawn areas. Bark mulch, river rock or similar material may be used where appropriate per typical landscaping schemes. **Unless approved by the Board of Directors, every Lot must contain a minimum one flowering pear tree in the street planting strip (two trees for corner lots) with an initial base height of not less than six (6) feet.**

5.10.1 All roof drainage downspouts and rear and front Lot area drains shall be directly connected to the individual Lot drainage system. Roof downspout splash blocks are not allowed. Foundation drains shall be constructed in accordance with the local building codes.

5.10.2 Declarant anticipates the Association will provide community-wide front-yard landscaping maintenance service upon adoption of a resolution by the Board of Directors and such cost shall be a common expense; provided however, at the time of construction on the Lot each Lot shall be installed with a fully operational front-yard sprinkler system at the Lot Owner's expense.

5.10.3 Each Owner shall maintain the landscaping and yard area in an attractive appearance and free from insects and diseases. Each Owner shall provide for timely replacement of lost plant life and bark dust, and trimming and pruning of plant material to prevent an overgrown look. Hedges must be kept trimmed and neat and not exceed six (6) feet in height.

5.11 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, unless the Owner meets the requirements of this section.

5.12 Climate Control. Window mounted air conditioners are not allowed.

5.13 Exterior Lighting. Type and placement of exterior lighting devices shall reasonably eliminate glare and annoyance to adjacent property Owners and passersby. No light shall be directed outside the residential Lot line.

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5.14 Deck and Patio Covers. All covers for decks and patios must be of complementary design and be constructed of the same materials as dwellings. Covers of metal and plastic sheathing are prohibited.

5.15 Windows. Windows shall be of a design and color complementary to the exterior of the dwelling. Window frames of mill-finished aluminum will not be allowed.

5.16 Completion. Construction of any dwelling shall be completed including exterior decoration within twelve months from date of start of construction. All Lots, prior to the construction of improvements thereon, shall be kept in a neat and orderly condition and free of brush, vines, weeds and the grass thereon cut or mowed at sufficient intervals to prevent creation of a nuisance or fire hazard.

5.17 Maintenance. Each Owner shall maintain his Lot and Improvements thereon in a clean and attractive condition, in good repair and in such fashion as not to create a fire hazard. Such maintenance shall include, without limitation, painting, repair, replacement and care for roofs, gutters, downspouts, exterior building surfaces, walks and other exterior improvements and glass surfaces. All repainting or re-staining and exterior remodeling shall be subject to prior review and approval of the Board. In addition, each Owner shall keep all shrubs, trees, grass, and plantings of every kind on his Lot, neatly trimmed, properly cultivated and free of trash, weeds and other unsightly material, except that the Association will be responsible for maintenance of Common Areas and Improvements. Damage caused by fire, flood, storm, earthquake, riot, vandalism, or other causes to Lots and Improvements thereon shall likewise be the responsibility of each Owner and shall be restored within a reasonable period of time.

5.18 Easements. Easements for the installation and maintenance of utilities are reserved as shown on the official Plat of Dunning Meadows. The area included in said easements shall be maintained by the Lot owner of the Lot burdened by the easement in as attractive and well-kept condition as the remainder of the Lot. Permanent structures may not be constructed within the easements.

5.19 Retaining Walls. Retaining walls shall be made of concrete or masonry product or of rock, and all effort shall be made to limit the height of such walls to only the height that is necessary for the retaining wall to function as intended and in all events shall conform to local building codes.

5.20 Permitted and Non-Permitted Uses.

5.20.1 No subdivision or Partition. No platted Lot within the Property may be further subdivided or partitioned so as to create more than one parcel.

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5.20.2 Residential use. Lots shall only be used for residential purposes. Except home occupations authorized by local zoning laws, no trade, craft, business, profession, commercial or similar activity of any kind shall be conducted on any Lot, nor shall any goods, equipment, vehicles, materials or supplies used in connection with any trade, service, or business be kept or stored on any Lot. Nothing in this paragraph shall be deemed to prohibit (a) activities relating to the rental or sale of Property, (b) the right of Declarant or any contractor or homebuilder to construct improvements on any Lot, to store construction materials and equipment on such Lots in the normal course of construction, and to use any Lot as a sales or rental office or model or apartment for the purposes of sale or rental, and (c) the right of the Owner of property to use the residence as a home office; provided, however, that the residence is not generally open to the public and is limited to occasional by-appointment-only customer, client or trade visitor visitation. The Board shall not approve commercial activities otherwise prohibited by this paragraph unless the Board determines that only normal residential activities would be observable outside of the residence and that the activities would not be in violation of applicable government ordinances.

5.20.3 Animals. No animals, livestock, or poultry of any kind shall be raised, bred or kept or permitted within any Lot or the Property other than a reasonable number of household pets. No household pets shall be commercially bred or commercially raised on the Property. No dogs whose barking causes a regular disturbance to any Owner shall be allowed. Any inconvenience, damage or unpleasantness caused by an animal shall be the responsibility of the respective Owner thereof. No dog shall be permitted to roam the Property unattended, and all dogs shall be kept on a leash while outside a Lot. An Owner or resident may be required to remove an animal upon receipt of the third notice in writing from the Association Board of Directors of violations of any rule, regulation or restriction governing animals within the Property. Any animal droppings shall immediately be collected and disposed of by the animal Owner. All animal pens and enclosures shall be kept clean and free of odor at all times. No animal may be kept if it is a nuisance.

5.20.4 Garbage and Refuse Material. No trash, garbage, or other refuse, junk vehicles, underbrush, or other unsightly growths or objects shall be thrown, dumped or allowed to accumulate on any Lot, driveway or the Private Driveway Easements. Trash, garbage or other waste shall not be kept except in sanitary containers.

5.20.5 Temporary Structures. No trailer, camper, basement, tent, shack, garage, barn, or other out buildings or temporary structures erected or situated within the Property, shall, at any times, 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.

5.20.6 Trailers, Campers, Boats, Etc. Storage. No boats, trailers, camper vehicles, or other recreational vehicles or equipment, commercial vehicles, motor vehicles not operated in daily family use, or vehicles with a gross vehicle weight of 9,000 pounds shall be

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parked or stored in the street, the Private Driveway Easements and driveways, or any other portion of the Property, except in a garage or for the purpose of temporary loading or unloading. No such vehicle shall be used as a residence temporarily or permanently on any portion of the Property.

5.20.7 Vehicle & Equipment Storage. All inoperable vehicles and equipment must be stored inside of an enclosed building. No vehicle maintenance or repair may be conducted on any of the streets and Private Driveway Easements located within the boundaries of the Property.

5.20.8 Offensive or Unlawful Activities. No noxious or offensive activities shall be carried on any Lot or Private Driveway Easement, nor shall anything be done or placed upon any of the Property which interferes with or jeopardizes the enjoyment of other Lots, or which is a source of annoyance to residents. Lot occupants shall exercise extreme care not to make noises that may disturb other Lot occupants. No unlawful use shall be made of the Property or any part thereof, and all valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction thereof shall be observed.

5.20.9 Vehicles in Disrepair. No Owner shall permit any vehicle which is in an extreme state of disrepair to be abandoned or to remain parked upon any Lot, for a period in excess of 48 hours, unless kept within a garage. A vehicle shall be deemed to be in an "extreme state of disrepair" when, due to its appearance or continued inoperability, its presence reasonably offends the occupants of the neighborhood.

5.20.10 Leasing and Rental of Lots. No Owner may lease or rent Owner's Lot for a period of less than 30 days. All leases or rentals shall be by written lease agreement, which shall provide that the terms of the lease shall be subject in all respects to the provisions of this Declaration, and that any failure by the lessee or tenant to comply with the terms of such documents shall be a default under the lease. Other than the foregoing, there is no restriction on the right of any Owner to lease or rent the Owner's Lot.

5.20.11 Erosion. No Owner or resident of a Lot or parcel shall allow any condition to arise or continue that causes soil erosion. If soil erosion caused by a condition on or occurring on a Lot, is present at any time, it shall be the responsibility of the Owner of the Lot to immediately correct the condition and stop the erosion. No Owner shall denude a Lot or portion thereof in such a fashion that it causes erosion to occur, except during construction, in which later event, the conditions of this section shall be observed. All bare dirt shall be covered with straw, visqueen, or a similar substance that is designed to prevent rainwater from eroding bare soil. Erosion control fences, catch-basin bags and other measures required by Clark County's erosion control ordinance, and the drainage and erosion control plans approved for the land use approval governing the Properties shall be employed for all construction activities. In the absence of an approved Clark County's erosion control ordinance, the erosion control ordinances adopted by Clark County are incorporated herein by reference and shall govern erosion control as though

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adopted as a rule of the Association. This section shall create duties as between individual Owners, which shall also be owed to the Association.

5.20.12 Outdoor Facilities.

(a) All utility connections from trunk lines to dwellings shall be underground. Exposed plumbing or electrical lines are not permitted within the Property.

(b) Basketball facilities on a Lot, street, or Common Area shall not be in use between the hours, of 9:00 PM and 9:00 AM. Basketball hoops may not be attached to the structure of a dwelling.

(c) Service facilities (garbage and recycling bins, clotheslines, etc.) shall be screened such that the elements screened are not visible at any time from the street or a neighboring property.

5.20.13 Antennas and Satellite Dishes. Exterior radio, television, telecommunication towers, antennae, satellite dishes larger than 18 inches in diameter or other exterior transmission or receiving devices shall not be allowed.

5.20.14 Parking.

(a) No Owner or resident shall park any vehicle in such a way as to intentionally or unintentionally, block the neighboring resident's access to their half of any shared driveway.

(b) Vehicles which are not in regular use shall not be parked in streets or driveways.

5.20.15 Seasonal Lighting. Seasonal holiday lighting and decorations are permissible if removed within 30 days after the celebrated holiday.

5.20.16 Signs. No signs shall be erected or maintained on any Lot except that not more than one "For Sale" or "For Rent" sign placed by the Owner, Declarant or by a licensed real estate agent, not exceeding 24 inches high and 36 inches long, may be temporarily displayed on any Lot, except that two such signs may be placed on a Lot during the course of initial construction of Improvements on such Lot. This restriction shall not prohibit the temporary display of political signs placed no earlier than three weeks prior to an election date. Said political signs shall not exceed three square feet and no more than three political signs shall be displayed on any one Lot at a time. All political signs shall be removed from a Lot within 48 hours after election day. The restriction in this section shall not apply to an entrance sign placed by the Declarant, or Declarant's successor, advertising the development.

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5.20.17 Flags. Pursuant to RCW 64.38.033, the Association may not prohibit the outdoor display of the flag of the United States by an Owner or resident on the Owner's or resident's property if the flag is displayed in a manner consistent with federal flag display law, 4 U.S.C. Sec. 1 *et seq.* The Board may adopt reasonable rules and regulations, consistent with 4 U.S.C. Sec. 1 *et seq.*, regarding the placement and manner of display of the flag of the United States. The Association may not prohibit the installation of a flagpole for the display of the flag of the United States. The Board may adopt rules and regulations regarding the location and the size of the flagpole. For purposes of this section, "flag of the United States" means the flag of the United States as defined in federal flag display law, 4 U.S.C. Sec. 1 *et seq.*, that is made of fabric, cloth, or paper and that is displayed from a staff or flagpole or in a window. For purposes of this section, "flag of the United States" does not mean a flag depiction or emblem made of lights, paint, roofing, siding, paving materials, flora, or balloons, or of any similar building, landscaping, or decorative component.

ARTICLE 6 ASSOCIATION

6.1 Formation. Declarant shall form and organize an association of all of the Owners within the Property. Such Association, its successors and assigns, shall be organized under the name "Dunning Meadows Homeowners Association" or such similar name as Declarant shall designate, and shall have such property, powers and obligations as are set forth in the Articles of Incorporation and Bylaws for said Association for the benefit of the Property and all Owners thereof. The Declarant shall have full control of the Association until the Turnover Meeting described in Section 6.6 occurs. While the Declarant has control of the Association, the Declarant shall have the sole authority to (1) appoint or remove members of the Board of Directors who need not be Owners; (2) appoint or remove officers of Association who need not be Owners; (3) determine when to commence charging assessments against the Lots; (4) veto or approve any action of the Board of Directors or Owners in its sole discretion; and (5) unilaterally adopt and record amendments to this Declaration without any other Owner approval.

6.2 Organization. Declarant shall organize the Association as a nonprofit corporation under the general nonprofit corporation laws of the State of Washington. The Articles of Incorporation of the Association shall provide for its perpetual existence, but in the event the Association is at any time dissolved, whether inadvertently or deliberately, it shall automatically be succeeded by an unincorporated homeowners association under RCW 64.38 of the same name. In that event, the assets of the Association shall be dedicated to a public body, or all of the property, powers and obligations of the incorporated association existing thereupon shall automatically vest in a successor unincorporated nonprofit association. Such vesting shall thereafter be confirmed and evidenced by appropriate conveyances and assignments by the incorporated Association. To the greatest extent possible, any successor, unincorporated association shall be governed by the Articles of Incorporation and Bylaws of the Association as if they had been made to constitute the governing documents of the unincorporated association.

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6.3 Membership. Every Owner of one or more Lots within the Property shall, immediately upon creation of the Association and thereafter during the entire period of such Owner's ownership of one or more Lots within the Property, be a member of the Association. Such membership shall commence, exist and continue simply by virtue of such ownership, shall expire automatically upon termination of such ownership, and need not be confirmed or evidenced by any certificate or acceptance of membership.

6.4 Voting Rights. All Owners shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as the members among themselves determine, but in no event shall more than one vote be cast with respect to any Lot.

6.5 Powers and Obligations. The Association shall have, exercise, and perform all of the following powers, duties, and obligations contained in the Governing Documents. The powers and obligations of the Association may from time to time be amended, repealed, enlarged or restricted by changes in the Governing Documents made in accordance with the provisions of such instruments and with the nonprofit corporation laws of the State of Washington. The Board of Directors shall act in all instances on behalf of the Association except that it shall take no action that affects any of Declarant's rights set forth in Section 6.1. In the performance of their duties, the officers and members of the Board of Directors shall exercise the degree of care and loyalty required of an officer or director of a corporation organized under Chapter 24.03 RCW (Nonprofit Corporation Act).

6.6 Initial Board; Turnover Meeting. Declarant shall have the right to name an initial board of no more than three directors, who shall be named in the Association's Articles of Incorporation. Said directors shall serve as the Board of Directors of the Association until replaced by Declarant while Declarant retains control of the Association, or their successors have been elected by the Owners at the Turnover Meeting described in this section. Declarant shall call a meeting of the Association for the purpose of turning over administrative responsibility for the Property to the Association once 110 of the Lots within the Plat are sold to Owners other than the Declarant or homebuilders, or the date on which the Declarant unilaterally records an amendment to the Declaration in which the Declarant voluntarily surrenders control of the Association, whichever occurs earlier. No other Owner approval is required for the execution and recording of this amendment. Expiration of the Declarant's control of the Association will not affect the rights of the Declarant as an Owner under the Declaration or Bylaws.

6.7 At the Turnover Meeting, the initial directors shall resign and their successors shall be elected by the Owners as provided in the Bylaws of the Association. If the Declarant fails to call the Turnover Meeting as required by Section 6.6, any Owner of a Lot may call the meeting by giving notice as provided in the Bylaws. Once the Owners elect the first Board of Directors, Declarant shall provide copies of only the following documents, if in existence, to the newly appointed President: (a) copies of this Declaration, the Articles of Incorporation and Bylaws for

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the Association; (b) bank account number, budget, bank statements, checks, financial statements and funds of the Association; (c) adopted rules and regulations; (d) insurance policies applicable to the Association; and (e) any leases or other contracts, including service contracts, to which the Association is a party. If any of these documents do not exist, the Declarant shall state so in writing to the President. Other than the foregoing, the Declarant is under no obligation to create documents or provide any other documents to the Association except as required by law.

ARTICLE 7 MAINTENANCE

7.1 Maintenance.

7.1.1 The Association shall maintain the Common Areas and Common Improvements described in Article 3.

7.1.2 The Association, its heirs, successors and assigns, shall be the owner of, and be responsible for the maintenance of, the Common Areas and Common Improvements, to the construction standard to which it is originally built. Declarant does hereby convey and grant an easement to the Association for the purpose of this inspection and maintenance for that portion of Lots 1-5 & 60-62 within the 6-foot utility easement area as shown on the Plat. The Declarant also grants the Association an easement over and across the pedestrian or open areas of any Lot, including backyards, across which the Association takes access to the Common Improvements. The Association shall not damage any real or personal property of any Lot Owner in the exercise of the inspection and maintenance responsibilities of the Association, and no Lot Owner shall interfere with the Association's access to the Common Improvements for the purposes of inspection and maintenance. The Association may, at the sole discretion of the Association, replace any or all of the Common Improvements in lieu of repair, as a common expense, provided however that replacement of the fence and pillar portion of fence shall be with a minimum 6-foot high and sight-obscuring fence or wall. The Association shall have access to any Lot for the purpose of such repair or replacement, and shall have a temporary easement for the area that must be accessed or occupied by the Association, its duly authorized agents, employees or contractors for the purpose of such repair or replacement, except that any landscaping damaged or destroyed in the process or as a result of such repair or replacement shall be restored as nearly as possible to its pre-replacement or pre-repair condition as soon as practicable, at the expense of the Association, which shall be a common expense among all Owners. The easement areas that are referenced in this subsection shall not extend to the land area under any dwelling.

7.1.3 The maintenance of the Private Driveway Easements depicted on the Plat shall be the responsibility of the Owners who have a right to use the Private Driveway Easements and shall be maintained in good condition under all traffic and weather conditions and in accordance with the road standards of Clark County, if so required.

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**ARTICLE 8
ASSESSMENTS**

8.1 Purpose of Assessments. The Assessments levied by the Association shall be used exclusively to promote the recreation, health, safety, and welfare of the Owners and occupants of the Property and for the improvement, operation, and maintenance of the Common Areas and Improvements and other areas to be maintained by the Association. In addition to any other Assessments levied by the Association, each Lot shall be assessed a \$200 capitalization fee payable to the Association at the closing of the first sale of a Lot to a resident. If the capitalization fee is inadvertently not paid at closing, it shall immediately become a lien against the Lot and the Association is entitled to enforce it pursuant to Section 9.2.

8.2 Apportionment of Assessments. All Lots are subject to Assessment and all Owners shall pay an equal pro rata share of the Assessment commencing upon the date as set forth in Section 8.3 below. Each year thereafter the annual assessment shall be due upon receipt of notice from the Board. An Owner may not claim an offset against an Assessment for failure of the Association to perform its obligations, and no Owner may offset amounts owing, or claimed to be owing, by the Association or Declarant to the Owner.

8.3 Annual Assessments. Once the Declarant determines that Assessments will be assessed against the Lots, the Board of Directors of the Association shall prepare an operating budget for the Association, and annually thereafter, taking into account the current costs of maintenance and services and future needs of the Association, any previous over-Assessment, and any funds in an account of the Association. The Board by resolution may increase the annual assessment as a result of the budgeting process. Within thirty days after adoption by the Board of Directors of any proposed regular or special budget of the Association, the Board shall set a date for a meeting of the Owners to consider ratification of the budget not less than fourteen nor more than sixty days after mailing of the summary. Unless at that meeting the Owners of a majority of the votes in the Association are allocated or any larger percentage specified in the governing documents reject the budget, in person or by proxy, the budget is ratified, whether or not a quorum is present. In the event the proposed budget is rejected or the required notice is not given, the periodic budget last ratified by the Owners shall be continued until such time as the owners ratify a subsequent budget proposed by the board of directors. As part of the summary of the budget provided to all owners, the Board of Directors shall disclose to the owners:

(a) If applicable, the current amount of regular assessments budgeted for contribution to the reserve account, the recommended contribution rate from the reserve study, and the funding plan upon which the recommended contribution rate is based;

(b) If additional regular or special assessments are scheduled to be imposed, the date the assessments are due, the amount of the assessments per each owner per month or year, and the purpose of the assessments;

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(c) If applicable, based upon the most recent reserve study and other information, whether currently projected reserve account balances will be sufficient at the end of each year to meet the association's obligation for major maintenance, repair, or replacement of reserve components during the next thirty years;

(d) If any reserve account balances are not projected to be sufficient, what additional assessments may be necessary to ensure that sufficient reserve account funds will be available each year during the next thirty years, the approximate dates assessments may be due, and the amount of the assessments per owner per month or year;

(e) The estimated amount recommended in the reserve account at the end of the current fiscal year based on the most recent reserve study, the projected reserve account cash balance at the end of the current fiscal year, and the percent funded at the date of the latest reserve study, if applicable;

(f) The estimated amount recommended in the reserve account based upon the most recent reserve study at the end of each of the next five budget years, the projected reserve account cash balance in each of those years, and the projected percent funded for each of those years; and

(g) If the funding plan approved by the Association is implemented, the projected reserve account cash balance in each of the next five budget years and the percent funded for each of those years.

8.4 Special Assessments. In addition to the general assessments provided in Section 8.3, Special Assessments may be levied against Owners for the purpose of defraying, in whole or in part, the cost of any unanticipated or significant expense of the Association, and any Special Assessment shall be levied only with the concurrence of sixty even percent (67%) or more of the Owners. Special assessments shall also include any cost or charged assessed by the Association against a Lot to reimburse the Association for costs expended to bring a Lot into compliance with this Declaration or for any benefit received by the Lot that is not enjoyed by all Lot Owners as a whole. Special assessments levied against less than all of the Lots shall not require a vote of the Owners but may be approved and assessed by the Board of Directors.

8.5 Creation of Lien and Personal Obligation of Assessments. Declarant, for each Lot owned by it within the Property, does hereby covenant, and each Owner of any Lot by acceptance of a conveyance thereof, whether or not so expressed in any such conveyance, shall be deemed to covenant to pay to the Association all Assessments or other charges as may be fixed, established and collected from time to time in the manner provided in the Governing Documents of the Association. Such Assessments and charges, together with any interest, expenses or attorneys' fees imposed, shall be a charge on the land and shall be a continuing lien upon the Lot against which each such Assessment or charge is made at the time each Assessment or charge is made. Such

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Assessments, charges, and other costs shall also be the personal obligation of the person who was the Owner of such Lot at the time when the Assessment or charge fell due. Such liens and personal obligations shall be enforced in the manner set forth in Article 9 below.

ARTICLE 9 ENFORCEMENT

9.1 Violation of Protective Covenants. In the event any Owner shall violate any provision of the Governing Documents, then the Association acting through its Board of Directors shall notify the Owner in writing of any such specific violations. If the Owner is unable, unwilling or refuses to comply with the Association's specific directives for remedy or abatement, or the Owner and the Association cannot agree to a mutually acceptable solution within the framework and intent of this Declaration, then the Association acting through its Board of Directors shall, after notice and opportunity to be heard, have the right to do any or all of the following: assess reasonable fines against such Owner in the manner and amount the Board deems appropriate in relation to the violation, which fines shall constitute individual Assessments for purposes of this Declaration;

(a) Cause any vehicle parked in violation of any Governing Document to be towed and impounded at the Owners' expense, which expenses if paid by the Association shall constitute an individual Assessments for purposes of this Declaration;

(b) Bring suit or action against the Owner on behalf of the Association and other Owners to enforce this Declaration or any other Governing Document.

9.2 Default in Payment of Assessments; Enforcement of Lien. If an Assessment or other charge levied under this Declaration is not paid within 30 days of its due date, such Assessment or charge shall become delinquent and shall bear interest from the due date at the rate of 12% per annum until paid in full. In such event the Association may exercise any or all of the following remedies:

(a) The Association shall have a lien against each Lot for any Assessment levied against the Lot, which includes any fines, collection cost, attorney's fees or other charges imposed under any Governing Document or by law against the Owner of the Lot at the time of the Assessment or charge.

(b) The Association may bring an action to recover a money judgment for unpaid Assessments, fines, and charges under any Governing Document without foreclosing or waiving the lien described in section (a) above. Recovery on any such action, however, shall operate to satisfy the lien, or the portion thereof, for which recovery is made.

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(c) The Association shall have any other remedy available to it by law or in equity.

9.3 Costs and Attorneys' Fees. In the event the Association shall any action to enforce these covenants, without or without bring suit or in the event the Association does bring suit or action to enforce any Governing Document or obligation under the law, or to collect any money due thereunder or to foreclose a lien, the Owner-defendant shall pay to the Association all costs and expenses incurred by it in connection with such suit or action, including a litigation guaranty report issued by a title company doing business in Clark County Washington, and the prevailing party in such suit or action shall recover such amount as the court may determine to be reasonable as attorneys' fees at trial and upon any appeal or petition for review thereof.

9.4 Nonexclusiveness and Accumulation of Remedies. An election by the Association to pursue any remedy provided for violation of this Declaration shall not prevent concurrent or subsequent exercise of another remedy permitted hereunder. The remedies provided in this Declaration or any other Governing Document are not exclusive but shall be in addition to all other remedies, including actions for damages and suits for injunctions and specific performance, available under applicable law to the Association. In addition, any aggrieved Owner may bring an action against another Owner or the Association to recover damages or to enjoin, abate or remedy any violation of this Declaration or any other Governing Document by appropriate legal proceedings.

ARTICLE 10 MISCELLANEOUS PROVISIONS

10.1 Amendment and Repeal. While Declarant has control of the Association before the Turnover Meeting (e.g. Declarant owns at least 3 Lots within the Plat), Declarant shall have the unilateral right to amend this Declaration without any other Owner approval, and any subsequent amendment thereto, at any time, by a written and recorded instrument signed by the Declarant. While Declarant has control of the Association before the Turnover Meeting, Declarant has the right to approve or disapprove any amendment approved by the Owners pursuant to this Section. Subject to the rights of the Declarant, this Declaration, or any provision thereof, as from time to time in effect with respect to all or any part of the Property, may be amended or repealed by the vote or written consent of Owners representing not less than 75% of the Lots, based upon one vote for each such Lot. Any such amendment or repeal shall become effective only upon recordation in the deed records of Clark County, Washington, of a certificate of the president or secretary of the Association setting forth in full the amendments or repeal so approved and certifying that said amendments or repeal have been approved in the manner required by this Declaration and only if approved by the Declarant while Declarant has control of the Association. In no event shall non-Declarant amendments under this section create, limit or diminish Declarant's rights without Declarant's consent, or change the boundaries of any Lot or any uses to which any Lot is restricted.

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An amendment or repeal shall not have the effect of denying any Owner access to Owner's Lot unless such Owner has consented thereto.

10.2 Lessees and Other Invitees. Lessees, invitees, contractors, family members and other persons entering the Property under rights derived from an Owner shall comply with all of the provisions of these covenants restricting or regulating the Owner's use, improvement or enjoyment of Owner's Lot and other areas within the Property. The Owner shall be responsible for obtaining such compliance and shall be liable for any failure of compliance by such persons in the same manner and to the same extent as if the failure had been committed by the Owner.

10.3 Enforcement. The Association, or any Owner shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration or any other Governing Document of the Association. Failure by the Association or by any Owner to enforce any covenant or restriction contained in this Declaration or any other Governing Document shall not be deemed a waiver of the right to do so thereafter.

10.4 Construction; Severability; Number; Caption. This Declaration shall be liberally construed as an entire document to accomplish the purposes thereof as stated in the introductory paragraphs hereof. Nevertheless, each provision of this Declaration shall be deemed independent and severable, and the invalidity or partial invalidity of any provision shall not affect the validity or enforceability of the remaining part of that or any other provision. As used herein, the singular shall include the plural and the plural the singular, and the masculine and neuter shall each include the masculine, feminine, and neuter, as the context requires. All captions used in this Declaration are intended solely for convenience of reference and shall not limit any provision of this Declaration.

10.5 Notices and Other Documents. Any notice or other document permitted or required by this Declaration or any other Governing Document may be delivered either personally or by mail. Delivery by mail shall be deemed made 24 hours after having been deposited in the United States mail, with postage prepaid, addressed as follows: If to Declarant, to Declarant's address stated below; if to an Owner, at the address given by the Owner at the time of the Owner's purchase of a Lot; if to the Association, to the mailing address of the Association as filed with the Washington Secretary of State. The address of a party may be changed by the party at any time by notice in writing delivered to the Association as provided herein. The Bylaws may allow notice and voting by electronic means for matters governed by the Bylaws.

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IN WITNESS WHEREOF, Declarant has executed this Declaration as of the date set forth above.

DECLARANT:
Dunning Meadows, Inc., a Washington corporation

[Signature] President

David Lange, President

Address:

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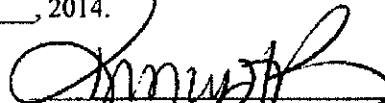
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State of Washington)
) ss.
County of Clark)

On this 8 day of JAN, 2014, before me personally appeared DAVID LAUPE, to me known to be the PRES. of the corporation that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute said instrument and that the seal affixed is the corporate seal of said corporation.

Dated: JAN 8, 2014.



Notary Public for Washington



KRISTIN HOFMANN-PIERCE

(Printed or Stamped Name of Notary)
Residing at VANCOUVER
My appointment expires: 2-9-2017

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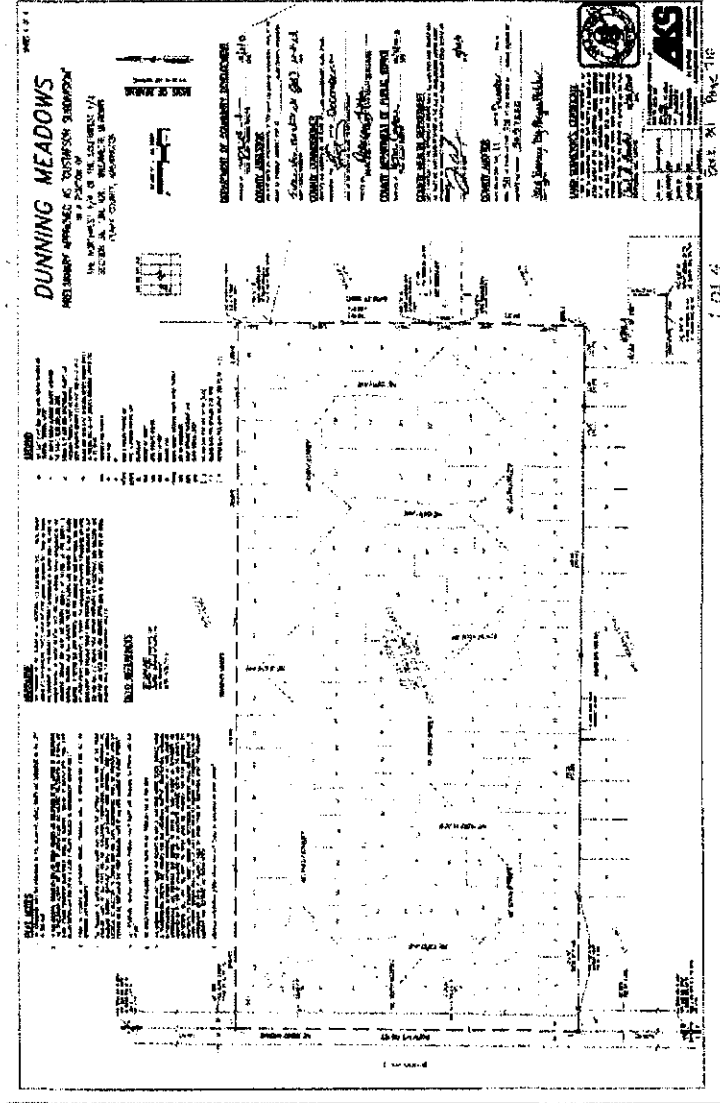
EXHIBIT "A"

Order No.: 622-56176

For APN/Parcel ID(s): 200539-000

Lot(s) 1 through 113, DUNNING MEADOWS Preliminary Approved as "Gustafson Subdivision", according to the plat thereof, recorded in Volume 311 of Plats, Page 710, records of Clark County, Washington.

Exhibit B
Subdivision Plat of Dunning Meadows



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