

**AFTER RECORDING MAIL TO:**

Name Prindle Park, LLC  
Address 12928 Seminole Blvd Space 19  
City/State Largo, FL 33778

**Document Title(s):**

1. Declaration of Conditions and Restrictions

**Reference Number(s) of Documents Assigned or released:**

**Grantor(s):**

1. Prindle Park, LLC
- 2.

[ ] Additional information on page of document

SKAMANIA COUNTY  
REAL ESTATE EXCISE TAX

N/A  
AUG - 2 2017

**Grantee(s):**

1. The Public
- 2.

[ ] Additional information on page of document

PAID N/A  
*Vickie Chelland*  
SKAMANIA COUNTY TREASURER

**Abbreviated Legal Description:**

Lots 2, 3, 4, and 5 of Block 1, and Lots 1, 2, 3 and 4 of Block 2

**Tax Parcel Number(s):**

01050510010000; 01050510010200; 01050510010300; 01050510010400; 01050510020000;  
01050510020100; 01050510020200; 01050510020300

pm 8/2/17

[ ] Complete legal description is on page of document

I am requesting an emergency nonstandard recording for an additional fee as provided in RCW 36.18.010. I understand that the recording processing requirements may cover up or otherwise obscure some part of the text of the original document.

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**DECLARATION OF CONDITIONS AND RESTRICTIONS**

**PRINDLE PARK**

THIS DECLARATION, made on the date hereinafter set forth by Prindle Park, LLC, a Washington limited liability company, hereinafter referred to as "Declarant,"

WITNESSETH:

WHEREAS, Declarant is the owner of certain real property located in the County of Skamania and State of Washington, which is more particularly described as:

***See attached Exhibit A.***

known as Prindle Park as the same appears in a plat recorded in Book \_\_\_, Page \_\_\_ of Plat Records of Skamania County, Washington.

Now therefore, Declarant hereby declares that the real property described above (the "Real Property") shall be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with, all the land and shall be binding on all persons, their heirs, successors and assigns having or claiming any right, title, or interest in all or any portion of the Properties (defined below) or to any part thereof, and these conditions and restrictions shall be for the benefit of and binding upon all future owners of any right, title or interest in all or any portion of the Properties.

**ARTICLE I**

**DEFINITIONS**

**Section 1.** "Association" shall mean and refer to Prindle Park Property Owners' Association (PPPOA), a Washington non-profit corporation, its successors and assigns.

**Section 2.** "Properties" shall mean and refer to the Real Property and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

**Section 3.** "Common Areas" shall mean all real property owned by the Association for the common use and enjoyment of the Owners (defined below), as shown on the recorded plat.

Section 4. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot (defined below) which is a part of the Properties, including contract sellers, but excluding those having such interests merely as security for the performance of an obligation.

Section 5. "Lot" shall mean and refer to a distinct parcel of land within the Properties as shown upon any recorded subdivision map of the Properties. Common Areas shall not be regarded as Lots.

Section 6. "Drainage System" shall mean and refer to the culverts, ditches and natural drainage courses within the Properties.

Section 7. "Streets" shall mean and refer to the roads within the Properties.

Section 8. "Declaration" shall mean the covenants, conditions and restrictions and all other provisions set forth in this instrument as they may be amended from time to time.

## ARTICLE II

### PROPERTY RIGHTS

Section 1. Transfer of Common Areas.  
Declarant shall transfer any common area land to the Association not later than sixty (60) days after sale of the last Lot.

Section 2. Owners' Easements of Enjoyment.  
Every Owner shall have a right and easement of enjoyment in and to the Common Areas which shall be appurtenant to and shall pass with the title to every Lot. The Association shall have the right to dedicate or transfer all or any part of the Common Areas to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the Members (as defined in Article III, Section 2, below). No such dedication or transfer shall be effective unless an instrument signed by two-thirds (2/3) of the Members agreeing to such dedication or transfer has been recorded. However, such dedication or transfer shall not be for purposes other than ingress and egress, open space or recreational purposes, and shall not take place without the prior approval of Skamania County.

Section 3. Delegation of Use.  
Any Owner may delegate, in accordance with the Association's Bylaws, the Owner's right of enjoyment to the Common Areas and facilities to the members of the Owner's family, tenants, or contract purchasers.

Section 4. Easements.  
Easements for sewer and services are reserved as shown on recorded Plat. No structure, plantings or other materials shall be placed or permitted to remain that may damage or interfere with the installation and maintenance of utilities and other services within the easement areas shown on the Plat as designated for such use. The easement areas and all improvements located on any Lot shall be maintained by the Owner of the Lot, except as to utility and other service improvements located within such easement which are the responsibility of the utility or governmental entity owning such improvements.

Section 5. Annexation with Approval of Membership.  
Subject to the consent of the owner thereof, upon the affirmative vote of a majority of the Members of the Association present or represented by proxy at a meeting duly

called for such purpose, the Association may annex other Eligible Real Property (as defined in Section 6, below) to the provisions of this Declaration and the jurisdiction of the Association by filing for record in the real property records of Skamania County, Washington, a Supplementary Declaration in respect to the Eligible Real Property being annexed. Any such Supplementary Declaration shall be signed by the President and Secretary of the Association, and any such annexation shall be effective upon the filing for record of such Supplementary Declaration, unless otherwise provided therein.

**Section 6. Eligible Real Property.**

"Eligible Real Property" shall mean real property that meets the following requirements as determined by a majority vote of the Board of Directors of the Association as duly reflected in the minutes of the Association:

- A. The Eligible Real Property shall be contiguous to the Properties or across a street from the Properties; and
- B. The Eligible Real Property shall either be unimproved or shall be improved with improvements that comply with the provisions of this Declaration in all material respects.

**ARTICLE III**

**HOMEOWNERS' ASSOCIATION**

**Section 1. Non-Profit Corporation.**

The Association shall be a nonprofit corporation under the laws of the State of Washington. The rights and duties of the Members and of the Association shall be governed by the provisions of this Declaration, the Articles of Incorporation and Bylaws of the Association and such other Rules and Regulations as the Association may hereafter adopt.

**Section 2. Members.**

Every Owner of one or more Lots within Prindle Park shall be a "Member" of the Association, and shall be entitled to one (1) vote for each Lot owned. When more than one person holds interest in any Lot, all such persons shall be Members. The vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any Lot. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment.

**ARTICLE IV**

**ASSESSMENTS**

**Section 1. Creation of the Lien and Personal Obligation of Assessments.**

The Declarant, for each Lot owned within the Properties hereby covenants, and each Owner of any Lot by acceptance of a Deed thereof, or by being a contract purchaser, whether or not it shall be so expressed in such Deed or contract, is deemed to covenant and agree to pay to the Association (1) annual assessments or charges, and (2) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest costs, and reasonable attorney fees shall be a charge on the Lot, and shall be a continuing lien upon the Lot against which each such assessment is made. Each such assessment, together with interest, costs and reasonable attorney fees, shall also be the personal obligation of the person who

was the Owner of such Lot when the assessment fell due. The personal obligations for delinquent assessments shall not pass to such Owner's successors in title unless expressly assumed by them. If a Lot is being sold on contract, the personal obligation for an assessment shall be that of the contract purchaser.

**Section 2. Purpose of Assessment.**

The assessments levied by the Association shall be used to promote the recreation, health, safety and welfare of the Owners, including but not limited to:

- A. The construction, repair, and maintenance of areas and walk-ways and all improvements thereon of whatever kind for whatever purposes, Streets within the Properties, the Drainage System, and snow removal and storage. In the event the governing jurisdiction fails to construct, maintain, and repair the roads, lighting, and other public improvements within Prindle Park, the Association may include in the assessments the cost to provide such services.
- B. The payment of the cost of insurance including insurance protecting the Association, its committees, and Declarant against liability arising out of their functions and activities in administration of these covenants.
- C. Payment of the cost of other services which the Association deems to be of general benefit to Owners of Lots within Prindle Park, including but not limited to, legal, accounting, and secretarial services.

**Section 3. Determination of Annual Assessment.**

The Association may levy annual assessments based on Section 2 above. The Association may adjust the assessment to meet changing needs.

**Section 4. Special Assessment for Capital Improvements.**

In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole, or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of the eligible voting Members who are voting in person or by proxy at a meeting duly called for this purpose. The approval of Skamania County or the applicable governing jurisdiction must be obtained before any such construction, reconstruction, repair or replacement of a capital improvement.

**Section 5. Notice and Quorum for any Action Authorized Under Sections 3 and 4.**

Written notice of any meeting called for the purpose of taking any action authorized under Section 3 and/or 4 shall be sent to all Members not less than 30 days or more than 60 days in advance of the meeting. At the first such meeting called, the presence of Members or of proxies entitled to cast sixty percent (60%) of all the votes of the membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (50%) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

**Section 6. Uniform Rate of Assessment.**

Both annual and special assessments must be fixed at a uniform rate for all Lots and may be collected on a monthly basis.

**Section 7. Date of Commencement of Annual Assessments: Due Date.**



The annual assessments provided for herein shall commence as to all Lots on the first day of the month following the conveyance of the Common Areas. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid.

**Section 8. Effect of Non-Payment of Assessments: Remedies of the Association.**

Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of three percent (3.0%) per annum over the prime rate of interest as published in the Wall Street Journal on the date closest to and preceding the due date. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the Owner's Lot. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Areas or abandonment of such Owner's Lot.

**Section 9. Subordination of the Lien to Mortgages.**

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

**Section 10. Enforcement by Skamania County.**

The provisions of these covenants relating to the preservation and maintenance of Common Areas, public walkways and common access ways shall be deemed to be for the benefit of Skamania County as well as Declarant and the Owners of Lots within Prindle Park, and Skamania County may enforce such provisions by appropriate proceedings at law or in equity.

**Section 11. Expenses and Attorney's Fees.**

In the event the Association or Skamania County shall bring any suit or action to enforce these covenants, to collect any money due to them or any of them hereunder or to foreclose a lien, the prevailing party shall be entitled to recover all costs and expenses incurred by the prevailing party in connection with such suit or action, including a foreclosure title report, in such amount as the court may determine to be reasonable as attorney's fees at trial and upon any appeal thereof.

**Section 12. Limitation of Liability of Declarant.**

Neither Declarant nor any officer or director thereof, shall be liable to any Owner or the Association on account of any action or failure to act of Declarant in performing its duties or rights hereunder, provided only that the Declarant has, in accordance with actual knowledge possessed by it, acted in good faith.

**ARTICLE V**

**ARCHITECTURAL REVIEW**

**Section 1. Architectural Review.**

No structure, including storage shelters, shall be commenced, erected, placed or altered on any Lot until the construction plans and specifications and a plat showing the nature, shape, heights, materials, colors, and proposed location of the structure has been submitted to and approved in writing by the Architectural Control Committee (also referred to herein as the "Committee"). A \$50.00 plan check fee will be charged by the Association for reviewing plans and specifications. It is the intention and purpose of this Covenant to assure quality of workmanship and materials, harmony of external design with the natural setting as to location with respect to topography, finish grade elevations, and to avoid plan repetition. In all cases in which Architectural Control Committee consent is required by the covenants, the following provisions shall apply:

- A. Major Construction. In the case of initial or substantial additional construction of a dwelling, the Owner shall prepare and submit to the Architectural Control Committee such plans and specifications for the proposed work as the committee may require. Material required by the committee may include, but not necessarily be limited to, the following:

- (1) A plot plan indicating location of all improvements.
- (2) Drawings showing elevations, exterior materials and exterior color scheme of all improvements.
- (3) Finished grading plans.

The Architectural Control Committee shall render its decision with respect to the proposal within 15 days after it has received all material required by it with respect thereto.

- B. Minor Work. In the case of minor additions or remodeling, change of exterior color scheme or exterior material, fence, greenhouse, or spa/hot tub construction or any other work not referred to in paragraph (A) above, the Owner shall submit to the Architectural Control Committee such plans and specifications for the proposed work as the committee determines to be necessary to enable it to evaluate the proposal. The Committee shall render its decision with respect to the proposal within 15 days after it has received all material required by it with respect thereto.

Section 2. Architectural Control Committee Discretion.

The Architectural Control Committee may disapprove the plans and specifications in whole or in part by reason of noncompliance with any of the provisions of this Declaration and also by reason of reasonable dissatisfaction of said committee with all or some part of the proposed structure as disclosed by the plans and specifications. The Architectural Control Committee shall, in making its decisions, exercise reasonable judgment as to whether or not the proposed structure will be harmonious and in keeping with the general plan of improvement of the land as a homesite area and with structures erected on other Lots. The Architectural Control Committee may adopt reasonable rules governing its procedure. If the Committee disapproves the plans and specifications in whole or in part, it shall give notice in writing to the Lot Owner or the Lot Owner's designated representative stating in general terms the reason for disapproval.

Section 3. Procedure.

In the event the Committee fails to render its approval or disapproval within 30 working days after plans and specifications have been submitted to it, or in any event, if no suit to enjoin the construction has been commenced prior to the completion thereof, approval will not be required and the related covenants shall be deemed to have been fully complied with.

Section 4. Appointment and Removal.

The members of the Architectural Control Committee shall be appointed by the Board of Directors of the Association. The Committee shall consist of as many persons, but not less than three, as the Board of Directors may from time to time appoint. Any member of the Committee may be removed at any time with or without cause by the entity having authority to appoint members to the Committee.

Section 5. Liability.

Neither the Architectural Control Committee nor any member thereof shall be liable to any Owner, occupant, builder or developer for any damage, loss or prejudice suffered or claimed on account of any action or failure to act of the Committee or a member thereof, provided only that the member has, in accordance with the actual knowledge possessed by him, acted in good faith.

Section 6. Action.

A majority of the Architectural Control Committee shall be a quorum and a majority shall control all committee decisions. The Committee may render its decisions only by written instrument setting forth the action taken by the members consenting thereto.

Section 7. Nonwaiver.

Consent by the Architectural Control Committee to any matter proposed to it and within its jurisdiction under these covenants shall not be deemed to constitute a precedent or waiver impairing its rights to withhold approval as to any similar matter thereafter proposed or submitted to it for consent.

Section 8. Appeal.

Any Owner adversely affected by action of the Architectural Control Committee may appeal to the Association. Appeals shall be made in writing within ten (10) days of the Owner's receipt of notice of the Committee's action, and shall contain specific objections and/or mitigating circumstances justifying the appeal. A final conclusive decision shall be made by the Association within fifteen (15) working days after receipt of said notification.

Section 9. Conformity.

Erection or installation of any structure after plans and specifications have been approved shall conform exactly to the plans and specifications approved by the Architectural Control Committee.

Section 10. Compliance with Regulatory Agencies.

Nothing in this Declaration shall be construed to relieve any Lot Owner from complying with all laws and regulations of governmental and regulatory agencies concerning construction.

Section 11. Effective Period of Consent.

The Architectural Control Committee's consent to any proposed work shall automatically be revoked one year after issuance unless construction of the work has been commenced or the Owner has applied for and received an extension of time from the Architectural Control Committee.

ARTICLE VI

IMPROVEMENTS

Section 1. Temporary Structures.



A trailer, tent, garage or other outbuilding may be used as a residence only temporarily during a period of construction of a dwelling house and then only with the approval of the Architectural Control Committee.

**Section 2. Main Structure Square Footage.**

The ground floor area of the main structure exclusive of one-story porches and garages, shall be not less than 1,000 square feet and no main structure shall have a total floor area exclusive of porches and garages, of less than 2500 square feet.

**Section 3. Manufactured/Modular Homes.**

Manufactured/modular homes are not allowed. Log cabin kit construction must be approved by the Architectural Control Committee.

**Section 4. Building Setbacks.**

No building shall be located on any Lot nearer to the front, rear, or side Lot lines than is permitted by Skamania County zoning ordinances for the Zoning District. In any event, no building shall be located on any Lot nearer than 10 feet to the front Lot line. No building shall be located nearer than 10 feet to a side Lot line or nearer than 10 feet to the rear Lot line. For purposes of these covenants, eaves, steps and open porches shall be considered as part of a building. The Architectural Control Committee upon application, may in its discretion waive any violation of this subsection which it finds to have been inadvertent, provided the same does not constitute a violation of Skamania County ordinances for which no variance has been obtained.

**Section 5. Exterior Finish.**

The exterior of all construction on any Lot shall be designed, built, and maintained in such a manner as to blend in with the natural surroundings, existing structures and landscaping within Prindle Park. Exterior colors must be approved by the Architectural Control Committee in accordance with the provisions of Article V. Exterior trim, fences, doors, railings, decks, eaves, gutters, and the exterior finish of garages and other accessory buildings shall be designed, built and maintained to be compatible with the exterior of the structure they adjoin. Rustic appearance and colors that blend with the surroundings will be preferred. Any brick or rock work on the exterior of any structure shall not exceed 20% of the total exterior siding square footage.

**Section 6. Garages and Outbuildings.**

Outbuildings and Shops: Styles and construction should be similar to home construction. Setbacks for all outbuildings, except detached residential garages, must be behind the residence building line that is visible from the main street, in other words, placement may not be in the "front" of the house.

**Section 7. Structures in the Common Areas.**

No building wall, fence, paving, landscaping, or construction of any type shall be erected or maintained by any Owner so as to trespass or encroach upon the Common Areas. The Architectural Control Committee shall have the authority to abate any such trespass or encroachment upon the Common Areas at any time, by any reasonable means and with or without having to bring legal proceedings.

**Section 8. Completion of Construction.**

The construction of any building on any Lot, including painting and all exterior finish, shall be completed within ten (10) months of the beginning of construction so as to present a finished appearance when viewed from any angle. In the event of undue hardship due to weather conditions, this provision may be extended for a reasonable length upon written approval from the Architectural Control Committee. The building

area shall be kept reasonably clean and in workmanlike order during the construction period. All Lots shall be kept in a neat and orderly condition, free of debris.

**Section 9. Landscape Completion.**

All front yard landscaping must be completed within twelve (12) months from the date of completion of construction of the residence constructed thereon. In the event of undue hardship due to weather conditions, this provision may be extended for a reasonable length of time upon written approval by the Architectural Control Committee.

**Section 10. Easements.**

- A. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat. Within these easements, no structure, planting, or other material shall be placed or permitted to remain which may damage or interfere with the installation or maintenance of utilities, or which may change the direction or flow of water through drainage channels in the easements. The easement area of each Lot and all improvements in it shall be maintained continuously by the Owner of the Lot, except for those improvements for which a public authority or utility company is responsible.
- B. An easement over and across all land situated within ten (10) feet of the front of each Lot for the installation and maintenance of utilities and drainage facilities is hereby reserved.

**Section 11. Fences and Hedges.**

No fence, wall, or hedge shall be planted, located, or maintained upon any Lot at such location or height as to obstruct unreasonably the view from any other Lot or Lots, nor on the side of any Lot facing a street. All fence, wall, or hedge details must be submitted to the Architectural Control Committee prior to commencement of construction as set forth in Article V, Section 1. No fee will be charged for the review of such plans.

**Section 12. Tree and Brush Removal.**

It is the intention of the Declarant that in the development of the land there shall be the least interference with the natural state of the land as is reasonably possible. It is desired that the development of the land preserve the feel and beauty of the forest and of the mountains. Therefore, no person shall cut or remove any natural trees 6" caliper and larger or natural shrubs such as rhododendrons, vine maple and the like without first obtaining approval of the Architectural Control Committee. General clearing shall be done in accordance with a plot plan approved by the Architectural Control Committee showing the area to be cleared. In case of prospective construction, such plot plans for clearing must be submitted at the time of submission of plans for construction. Owners may trim their trees and other foliage to reveal their view, but shall not cut any other such trees or foliage except as approved by the Architectural Control Committee. A "Green Area" planted with shrubs trees and other foliage shall be maintained by each Owner between the residence structure on such Owner's Lot and all other adjoining Lots to maintain and protect privacy.

**Section 13. Service Facilities.**

- A. All outside television receiving devices must be no larger than 24" in diameter and no taller than the highest eave point of the roof.

- B. Temporary overhead wires for telephone and electricity may be maintained during periods of construction only.

## ARTICLE VII

### MISCELLANEOUS

#### Section 1. Snow Removal.

The Association shall make provisions for snow removal within the proposed plat to permit all weather access and eliminate and discourage parking along the road, during the winter months. Such removal shall be the perpetual responsibility of the Association. Owners of Lots shall permit Association or its contractor to remove snow or store snow on Common Areas as is deemed necessary by the Association.

#### Section 2. Enforcement.

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

#### Section 3. Severability.

Invalidation of any of these covenants or restrictions by judgment or court order shall in no way affect any of the other provisions, which shall remain in full force and effect.

#### Section 4. Term.

The covenants and restrictions of this Declaration shall run with the land and shall be binding on all parties and all persons claiming under them for a period of twenty (20) years from the date of the recordation of this Declaration, after which time they shall be automatically extended for successive period of ten (10) years unless this Declaration has been amended as hereafter set forth.

#### Section 5. Amendment.

This Declaration may be amended during the first twenty (20) year period by an instrument signed by not less than ninety percent (90%) of the Lot Owners, and thereafter by an instrument signed by not less than seventy-five percent (75%) of the Lot Owners. Any amendment must be recorded. No amendment shall affect the dedication of the Common Areas in perpetuity for recreational and open space purposes.

#### Section 6. Maintenance.

Each Owner shall maintain the grounds and improvements of the Owner's Lot in a clean and attractive condition, in good repair and in such fashion as not to create a fire hazard. Each Lot shall be kept free of accumulations of litter, junk, containers, equipment, building materials and other debris. All landscaping areas, including landscaping extending into the public right-of-way, shall be regularly maintained and trimmed to present a clean, neat and well-maintained appearance. All refuse shall be kept in sanitary containers sealed from view of any Lot; the containers shall regularly be emptied and the contents disposed of through a refuse company or by transporting it to a licensed garbage disposal facility. No grass cutting, leaves, limbs, branches and other debris from vegetation shall be dumped or allowed to accumulate on any part of the Properties, except that a regularly tended compost device shall not be prohibited.

#### Section 7. Adjacent Common Area.

The Owner of a Lot which adjoins physically with any Common Area or street shall, if the Association elects from time to time so to require, permit the Association or its contractors to enter upon such Owner's Lot to remove snow and perform other work or activities in connection with the maintenance of such Common Area or street.

**Section 8. Uses of Lots.**

- A. **Residential Use.** No Lot shall be used except for residential purposes, except that nothing in these covenants shall be construed so as to prevent a builder from using its Lot as a temporary sales model.
- B. **Business and Commercial Uses.** 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, excepting the right of any homebuilder to construct residences on any Lot, to store construction materials and equipment on said Lots in the normal course of said construction and to use any single family residence as a sales office or model home for purposes of sales.
- C. **Any of the following uses violates such restrictions of this Declaration:**
  - (1) Any use which violates applicable zoning ordinances.
  - (2) Any use of a Lot as a lodge, hotel, motel, hostel, or a bed-and-breakfast residence or inn, or any similar regular and substantial temporary or short-term rental.
  - (3) Any use by a business, whether or not used as a business office, a retreat, a conference center, a meeting house or the like.
  - (4) Any use as a "home business" as defined under applicable zoning ordinances.
  - (5) Any public lodging, and the rental of sleeping rooms on any basis.
- D. **Definitions:**
  - (1) A lodge is a building rented to different groups of persons for overnight, weekend, or weekly use. In addition, any use which is determined to be a lodge for zoning or conditional use purposes is a use which is prohibited under this Declaration.
  - (2) The terms hotel, motel, hostel, or bed-and-breakfast residence or inn include all such uses under any applicable Skamania County or State of Washington ordinances, statutes, or interpretive rules, including zoning and revenue classifications.
- E. **The following do not violate this Declaration:**
  - (1) Residential use by the Lot Owner(s) with their guests.
  - (2) Maintenance of a home office if (a) customers, clients, employees, agents, salesmen, students, suppliers and the like do not visit the home except on a very infrequent basis and (b) the use as a home office cannot be determined or observed from outside the residence (ie., there are no signs and no evidence of any such use.)
  - (3) Multiple Owners of a Lot, provided that the residence is not divided into multiple units or plexes.
  - (4) Occasional and incidental short-term rental (less than 30 days) of a home by a Lot Owner.
  - (5) Rental in excess of 30 consecutive days to a tenant whose use would not violate this Declaration or these rules if the tenant were a Lot Owner.

**Section 9. Uses in Violation.**

Uses in violation of this Declaration or violations of the rules of the Association shall, after notice and an opportunity for a hearing before the Board of Directors, be subject to appropriate enforcement action by the Board of Directors.

**Section 10. Offensive Activities.**

No noxious or offensive activity shall be carried on in a private area, nor shall anything be done or placed upon any Lot which interferes with or jeopardizes enjoyment of other Lots or Common Areas within Prindle Park.

**Section 11. Animals.**

No domestic animals of any kind shall be raised, kept, or permitted within private areas other than a reasonable number of household pets which are not kept, bred, or raised for commercial purposes and which are reasonably controlled so as not to be or create a nuisance.

**Section 12. Signs.**

No signs shall be erected or maintained on any Lot (excluding Prindle Park entryway signs) except that not more than one "For Sale" sign placed by the Owner or by a licensed real estate agent, not exceeding twenty-four inches (24") high and thirty-six inches (36") long, may be temporarily displayed on any Lot.

**Section 13. Parking.**

- A. Each Lot Owner must provide an on-site parking space (not including any garage area) for at least one vehicle once a dwelling has been constructed. Owner shall permit the Association or its contractor to remove snow from the on-site parking area. It is the intention of the Declarant that adequate parking be provided in order that Lot Owners and their visitors need not park along the roadway.
- B. No Owner shall permit more than a total of six (6) vehicles of the Owner and the Owner's tenants and guests to park in Prindle Park at any time, whether such vehicles are parked on a Lot or in Common Areas.
- C. Violations (after one written warning) subject the Owner to a fine of \$50.00 per day, regardless of whether the violation is by the Owner or the Owner's tenants or guests. The Association may collect the fine using its regular assessment procedures.
- D. The Board of Directors, after written request by an Owner prior to a use which does not comply with subsection (B) of this Section 13, may waive subsection (B) of this Section 13 on a case by case basis determined on the basis of special circumstances.
- E. Parking of boats, trailers, recreational vehicles, motorcycles, trucks other than pick-up or panel trucks, truck campers, and like equipment shall not be allowed on any part of the Properties excepting only within the confines of an enclosed garage or screened area, the plans of which must be reviewed and approved by the Architectural Control Committee prior to construction, and no portion of the same may project beyond the screened area.

**Section 14. Vehicles in Disrepair.**

No Owner shall permit any vehicle which is in a state of disrepair to be abandoned or to remain parked upon any Lot or on the Common Area or on any Street or Parking Bay for a period in excess of forty-eight (48) hours. A vehicle shall be deemed to be in "a state of disrepair" when its presence offends any of the occupants of the



neighborhood. Should any Owner fail to remove such vehicle within five (5) days following the date on which notice is mailed to him by the Association or the Architectural Control Committee, they may have the vehicle removed and charge the expense of such removal to the Owner.

**Section 15. Rubbish and Trash.**

No Lot or part of the Common Area shall be used as a dump for trash or rubbish of any kind. All garbage and other wastes shall be kept in appropriate sanitary containers for proper disposal and out of public view. Should any Owner fail to remove any trash, rubbish, garbage, yard rakings or any such materials from any Lot or any street or Common Area where deposited by him within ten (10) days following the date on which notice is mailed to him by the Architectural Control Committee or the Association, they may have such materials removed and charge the expense of such removal to the Owner.

**Section 16. Gate.**

Access to Prindle Park will be controlled by a gate which each Lot Owner will have the right and ability to access. An Owner making improvements to such Owner's Lot shall be responsible for arranging for access for its contractors, builders, suppliers and others requiring access during the construction of the improvements.

IN WITNESS WHEREOF, the foregoing was executed the 30 day of Jan, 2017.

PRINDLE PARK, LLC,  
a Washington limited liability company

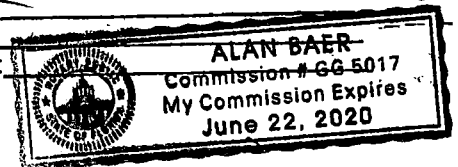
Doug Moorhouse  
Doug Moorhouse, Member

STATE OF FL )  
County of Prindle ) ss.

On 6/30, 2017, personally appeared Doug Moorhouse, the sole member of PRINDLE PARK, LLC, a Washington limited liability company, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument, executed the instrument.

WITNESS my hand and official seal.

Notary Public for  
My Commission Expires:



## Exhibit A

**PARCEL I: 01-05-05-1-0-0100-00**

Lot 1, Block 2, PRINDLE PARK ESTATES, according to the recorded Plat thereof in Book A of Plats, Page 131, in the County of Skamania, State of Washington.

**PARCEL II: 01-05-05-1-0-0102-00**

Lot 2, Block 2, PRINDLE PARK ESTATES, according to the recorded Plat thereof in Book A of Plats, Page 131, in the County of Skamania, State of Washington.

**PARCEL III: 01-05-05-1-0-0103-00**

Lot 3, Block 2, PRINDLE PARK ESTATES, according to the recorded Plat thereof in Book A of Plats, Page 131, in the County of Skamania, State of Washington.

**PARCEL IV: 01-05-05-1-0-0104-00**

Lot 4, Block 2, PRINDLE PARK ESTATES, according to the recorded Plat thereof in Book A of Plats, Page 131, in the County of Skamania, State of Washington.

**PARCEL V: 01-05-05-1-0-0200-00**

Lot 5, Block 1, PRINDLE PARK ESTATES, according to the recorded Plat thereof in Book A of Plats, Page 131, in the County of Skamania, State of Washington.

**PARCEL VI: 01-05-05-1-0-0201-00**

Lot 2, Block 1, PRINDLE PARK ESTATES, according to the recorded Plat thereof in Book A of Plats, Page 131, in the County of Skamania, State of Washington.

**PARCEL VII: 01-05-05-1-0-0202-00**

Lot 3, Block 1, PRINDLE PARK ESTATES, according to the recorded Plat thereof in Book A of Plats, Page 131, in the County of Skamania, State of Washington.

**PARCEL VIII: 01-05-05-1-0-0203-00**

Lot 4, Block 1, PRINDLE PARK ESTATES, according to the recorded Plat thereof in Book A of Plats, Page 131, in the County of Skamania, State of Washington.