CTC M6284

FOURTH AMENDED DECLARATION OF

COVENANTS, CONDITIONS AND RESTRICTIONS

OF

LACAMAS SHORES DEVELOPMENT PHASES I, II, III AND IV

THIS DECLARATION, made on the date hereinafter set forth by VANPORT MANUFACTURING, INC., an Oregon corporation, hereafter referred to as "Declarant", and the Board of Directors of the Lacamas Shores Homeowners Association, hereinafter referred to as "Board".

WHEREAS, the undersigned Board and Declarant desire to consolidate and amend the Covenants, Conditions and Restrictions applicable to the Lacamas Shores Development located in Clark County, Washington pursuant to Section 5.35 hereof. Phases I, II, III and IV of the development are legally described in the attached Exhibit "A" and platted as Lacamas Shores Phases I, II, and IV pursuant to the laws of the State of Washington. The plat for Phase I is recorded under Clark County Auditor's Recording No. H-386; the plat for Phase II is recorded under Clark County Auditor's Recording No. H-417; the plat for Phase III is recorded under Clark County Auditor's Recording No. H-494; and the plat for Phase IV is recorded under Clark County Auditor's Recording No. H-505. Copies of the plats are attached hereto and incorporated by reference as Exhibit "B"; and

WHEREAS, Declarant has declared under the Covenants, Conditions and Restrictions for Lacamas Shores Development, originally recorded under Auditor's recording number 8807110175, records of Clark County and as amended and recorded under Auditor's recording numbers 8811180122, 8812290022 and 8903230184, records of Clark County shall be binding upon all properties and plats a part of and contiguous to Phases I and II of the Lacamas Shores Development which have been or may be recorded by Declarant and to which said Covenants, Conditions and Restrictions shall be made applicable by declaration of the owners to such properties and plats; and

WHEREAS, said Covenants, Conditions and Restrictions as amended, were made applicable to Lacamas Shores Development Phase III under Auditor's Recording No. 8910050132 and made applicable to Lacamas Shores Development Phase IV under Auditor's Recording No. 8912130064, records of Clark County subject to the modifications noted therein; and

WHEREAS, this Fourth Amended Declaration of Covenants, Conditions and Restrictions of Lacamas Shores Development Phases I, II, III, and IV shall supersede and cancel any and all

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Declarations of Covenants, Conditions and Restrictions which have been previously imposed on any and all lots within all phases of the Lacamas Shores Development by instrument of record.

NOW, THEREFORE, Declarant and the Board hereby declare that each and all of the properties and plats described above and all other property and plats contiguous thereto or joined thereto by successive contiguous plats which in the future may be recorded by Declarant or its successors in interest or assigns and to by Declarant or its successors in interest or assigns and to which these declared covenants, conditions, and restrictions which these declared covenants, conditions, and restrictions shall be made applicable by declaration or dedication of any such plat shall be held sold and conveyed subject to the following plat shall be held sold and conveyed subject to the following easements, restrictions, covenants and conditions which are for the purpose of protecting the value and desirability of, and which shall run with the real property and be binding on all parties having any right, title, or interest in the described property, or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

ARTICLE I

Definitions

- 1.1 "Association" shall mean and refer to Lacamas Shores Homeowners Association, its successors and assigns. The Lacamas Shores Homeowners Association has been duly formed and incorporated as a Washington nonprofit corporation.
- 1.2 "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot which is a part of the properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.
- 1.3 "Properties" shall mean and refer to that certain real property hereinbefore described, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.
- 1.4 "Common Area" shall mean all real property owned by the Association for the common use and enjoyment of the owners. The common area owned by the Association at the time of the conveyance of the first lot is described in Lacamas Shores Plats Phases One and Two, copies of which are attached hereto and incorporated herein by reference as Exhibit "B".
- 1.5 "Lot" shall mean and refer to any plat of land shown upon any recorded subdivision map of The Properties with the exception of the Common Area.
- 1.6 "Declarant" shall mean and refer to the parties described in the preamble hereto, their successors and assigns.

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- 1.7 "Real Estate Contract" shall not include an earnest money receipt and agreement or real estate purchase and sale agreement.
- 1.8 "Member" shall mean and refer to every person or entity which holds membership in the Association.

ARTICLE II Property Rights and Common Areas

- 2.1 Owner's 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, subject to the following provisions:
- 2.1.1 The right of the Association to charge owners reasonable fees for the use of any recreational facility situated upon the Common Areas;
- 2.1.2 The right of the Association to suspend the voting rights and the right to use of the recreational facilities by an owner for any period during which any assessment against his lot remains unpaid and, for a period not to exceed sixty (60) days, for any violation of the Association published rules and regulations;
- 2.1.3 The right of the Association to dedicate or transfer all or any part of the Common Areas to any non-profit corporation, public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members and subject to the approval of the City of Camas. No such dedication shall be effective unless an instrument signed by sixty percent (60%) of the Association has been recorded; and
- 2.1.4 The right of the Association to passing rules or regulations limiting the number of guests or members using the Common Areas.
- 2.2 <u>Delegation of Use</u>. Any owner may delegate, in accordance with the By-Laws, his or her right of enjoyment to the Common Areas and facilities to the members of his family, his tenants, or contract purchasers who reside on the property.
- 2.3 <u>Definition</u>. Within Lacamas Shores, Declarant proposes to retain certain community areas and/or facilities for the use, service, or benefit, in common, of the residents of Lacamas Shores, or specific portions thereof. These facilities are herein referred to as "Common Areas" and may include, within the specific exceptions defined below, the wetlands, outdoor lighting system, roads other than those which shall have been accepted by the County of Clark and/or City of Camas, and incorporated into

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its/their road system and sidewalks. Until conveyed to the Lacamas Shores Homeowners Association.as contemplated herein, the Common Areas shall be under the authority of the Declarant, its successor, or nominee, which may be, but need not be, the Homeowners Association, to govern use and control the policies of the Common Areas.

- Conveyance of Common Areas. At such time or times as the Declarant, or its successor as developer, shall deem the Lacamas Shores Homeowners Association, a Washington non-profit corporation, financially capable of operation of the Common Areas, it shall convey to the Association some or all of the Common Areas; provided, that any part so conveyed shall be free of debt encumbrance at the time of conveyance. The Lacamas Shores Homeowners Association shall accept each such conveyance, and thereupon shall be vested with authority to govern the areas so conveyed and shall be responsible to operate, maintain, support the area, and pay taxes and assessments on same, and the Declarant thereafter shall have no control over, or responsibility for, the area (except as to Directors of the Homeowners Association) and shall have no obligation or responsibility, financial or otherwise, with respect thereto, except to provide Directors in accordance with the Articles or By-Laws of the Homeowners Association. The Declarant may, at its discretion, advance initial operating funds to the Association, which amounts shall be determined by the Declarant and repaid by the Association within two (2) years of the advance.
- 2.5 <u>Private Roadway and Wetlands</u>. The owners, by and through the Homeowners Association, shall provide for the maintenance and operation of private roadways, if any, and wetlands, upon the Lacamas Shores Development, as shown and described on the Lacamas Shores Plats.
- 2.6 Responsibility for Road Maintenance. The owners, by and through the Homeowners Association, are responsible for maintenance of private roadways, if any, in the Lacamas Shores Plats. The private roadways shall be maintained in good, passable condition under all traffic and weather conditions and in accordance with the road standards of Clark County if so required. The Homeowners Association shall make an equitable pro rata apportionment of expenses of maintenance, repair and/or restoration and construction of the roadways. The private roadways referenced in this section shall be governed by the provisions of these Declarations regarding assessment. Not-withstanding the provisions of the section regarding the termination of these Declarations, the lot owners and their successors and assigns, devisees and real estate vendees shall remain jointly and severally liable for the maintenance, repair and/or restoration and construction of private roadways servicing the Lacamas Shores Subdivision.

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2.7 Wetlands and Other Improvements.

- 2.7.1 The owners, by and through the Homeowners Association, are responsible for maintaining the wetlands of the Lacamas Shores Development, which shall be considered a Common Area. The Homeowners Association shall make an apportionment and assessment of expenses of maintenance, repair and/or restoration of the wetlands as provided in the assessment section of these Declarations. Notwithstanding the provisions herein regarding the termination of these Declarations, the lot owners and their successors and assigns, devisees and real estate vendees shall remain jointly and severally liable for the monitoring, maintenance, repair and/or restoration and construction of the wetlands. The owners, by and through the Homeowners Association are also responsible to construct and/or maintain easements, trails, gazebos and any other amenities to the extent a) such easements, trails, gazebos and any other amenities are included in the common areas and/or b) any agreement to so construct or maintain is hereafter entered into with the City of Camas or other governmental entity.
- 2.7.2 A portion of the property depicted as the "newly-created wetlands" on the final site plan shall immediately be developed as part of the man made wetlands created as part of the biofilter storm drainage system. The newly- created wetlands, existing wetlands and land reserved for potential future wetlands shall be governed by the conditions and monitoring program set forth in the existing permit conditions. The water quality monitoring and contingency program shall continue for the longer of five (5) years (from the date of reissuance of the Substantial Development Permit and Conditional Use Permit) or when 75% of the lots depicted on the final site plan as "lots within biofilter drainage" are developed.

The Homeowners Association shall allow members of the public to access the public trail through the private access, designated on the final site plan as "private access/permitted public access," between dawn and dusk, and so long as the use does not constitute an unreasonable interference with the quiet enjoyment of the homeowner residing in the development. The Homeowners Association shall have the right to petition the City of Camas to present evidence that the public access is contributing the disruption of the quiet enjoyment of the homeowners. Upon a finding by the City of Camas that the public access has contributed to an unreasonable disruption of quiet enjoyment, the Homeowners Association shall have the right to restrict further access to the public as deemed appropriate by the City of Camas or the Department of Ecology. Should the City's decision be deemed unsatisfactory, a petition may be filed by the Homeowners Association with the Department of Ecology, whose decision shall be final.

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The public pedestrian trail, located over the entire length of the project's shoreline including the portion on the city park property donated by Declarant, depicted on the final site plan as the "public pedestrian trail", shall be completed by Declarant and/or The Homeowners Association no later than January 1, 1990. Should permitting problems arise, Declarant and/or The Homeowners Association shall diligently pursue obtaining said permits. Declarant and/or The Homeowners Association shall provide a letter of credit to the City of Camas, in an amount to be agreed upon by said parties, to assure completion of the public pedestrian trail. Said letter of credit may be in the form of a decreasing term and revolving letter of credit based upon the portion of the trail yet to be completed. The Homeowners Association shall maintain the public pedestrian trail in perpetuity except that portion of the trail located in the city park.

- 2.8 Levy of Private Roadway Maintenance Assessments. The Homeowners Association shall levy and collect assessments for maintenance, construction, repair and/or restoration of the private roadways from each owner on an equal basis as herein provided in the section regarding assessments. The Declarant or its successor will be deemed the owner of all lots not sold to other parties for purposes of this section.
- 2.8.1 Each and every calculation and assessment made pursuant to the terms of this section shall be enforceable as any other assessment as herein provided.
- 2.9 Agreement with the City of Camas. The declarant and/or the Homeowners Association shall have the authority to enter into Agreements with the City of Camas and/or other appropriate governmental entities conveying or dedicating property for public use, providing for the Homeowners' Association to construct and/or maintain amenities for use by the public, providing and maintaining easements for access to Lacamas Lake and providing easements for storm drainage and other utilities.

ARTICLE III Membership and Voting Rights

- 3.1 <u>Membership</u>. Every owner of a lot which is subject to assessment shall be a member of the Association. Membership shall be appurtenant subject to assessment.
- 3.2 <u>Voting Rights</u>. The Association shall have two (2) classes of voting membership:

Class A. Class A members shall be all owners with the exception of the Declarant and shall be entitled to one (1) vote for

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Class B. Class B member(s) shall be the Declarant and shall be entitled to one hundred eighty (180) votes. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:

- (1) When the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership; or
- (2) On January 1, 2000.

ARTICLE IV <u>Covenants for Maintenance Assessment</u>

- 4.1 Assessments. Notwithstanding anything else contained in these Covenants or the Bylaws of the Homeowners Association, Declarant or its successors in interest maintains and reserves the right to veto any assessments so long as the Declarant owns 2 or more lots in Lacamas Shores. Subject to the foregoing, the Homeowners Association is vested with the power and authority to and shall assess and collect from time to time from its members: (1) Regular assessments, and (2) special assessments, such assessments to be fixed, assessed and collected as hereinafter provided.
- 4.2 <u>Creation of the Lien and Personal Obligation of Assessments</u>. The Declarant, for each lot owned within The Properties, hereby covenants, and each Owner and his heirs, successors and assigns of any lot by acceptance of a deed, contract or other conveyance therefor, whether or not it shall be so expressed in such deed, contract or other conveyance, is deemed to covenant and agree to pay to the Association:
 - a. Annual assessments or charges; and
- b. Special assessments for capital improvements, such assessments to be established and collected as herein provided.

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

- Purpose of Assessment. The assessment levied by the 4.3 Association shall be used exclusively to promote the recreational, health, safety, and welfare of the residents in The Properties and for the improvements and maintenance of the Common Areas, including, but not limited to, real property taxes, insurance, construction, establishment, improvement, repair and maintenance of the Common Areas, the establishment and operation of a private security patrol to supplement municipal fire and police protection, installation and maintenance of any entry gates or gate houses and cul-de-sac planters, streets within The Properties, compliance with all environmental orders and regulations as required by the Washington State Department of Ecology or other local state or federal governmental officials, monitoring and maintaining the wells and maintenance of the storm drains, payment of any costs incurred arising out of any agreements with the City of Camas regarding maintenance of easements, trails, storm drains or any other similar matter, payment of any obligations arising out of agreements with the City of Camas or other governmental entities, and the payment of expenses incurred by the trustees in performance of their duties on behalf of the Association.
- 4.4 <u>Maximum Annual Assessment</u>. Until January 1 of the year immediately following the conveyance of the first lot to an owner, the maximum annual assessment shall be and not exceed Three Hundred and no/hundreds Dollars (\$300.00) per lot.
- 4.4.1 From and after January 1 of the year identified in paragraph 4.4, the maximum annual assessment may be increased each year not more than six percent above the maximum assessment for the previous year without a vote of the membership.
- 4.4.2 From and after January 1 of the year identified in paragraph 4.4, the maximum annual assessment may be increased above six percent by a vote of two-thirds (2/3) of the total membership who are voting in person or by proxy at a meeting duly called for this purpose.
- $4.4.3\,$ The Board of Directors may fix the annual assessment in an amount not in excess of the maximum.
- 4.5 <u>Special Assessments for Capital Improvements</u>. In addition to the annual assessment authorized above, the Associa-

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tion may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Area, including fixtures and personal property related thereto, or costs relating to monitoring and maintaining the wetlands provided that any such assessment shall have the assent of two-thirds (2/3) of the total membership who are voting in person or by proxy at a meeting duly called for this purpose.

- 4.6 Notice and Ouorum for any Action Authorized under Sections 4.4 and 4.5. Written notice of any meeting called for the purpose of taking any action authorized under Sections 4.4 or 4.5 shall be sent to all members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast sixty percent of all the votes of the total membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.
- 4.7 <u>Uniform Rate of Assessment</u>. Both annual and special assessments must be fixed at a uniform rate for all lots and may be collected on a monthly basis, provided, however, that any unimproved lot owned by Declarant shall not be subject to any assessment or charge herein.
- As Dates of Commencement of Annual Assessments; Due Dates. The annual assessments provided for herein shall commence as to all lots on the 1st day of the month following the date on which an Owner acquires an interest in any lot. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessment against each lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every owner subject thereto. The due dates shall be established by the Board of Directors. The Association shall, upon demand and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified lot have been paid.
- 4.9 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 highest lawful rate. The Association may bring an action at law against the owner personally obligated to pay the same and/or foreclose the lien against the property and interest, costs, and reasonable attorney fees shall be added to the amount of such

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assessment whether or not suit is brought and all such sums shall be included in any judgment or decree in any suit. No owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Areas or abandonment of his lot.

- 4.10 <u>Subordination of the Lien to Mortgages</u>. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any lot shall not affect the assessment lien. However, the sale or transfer of any lot pursuant to the mortgage foreclosure or any proceeding in lieu thereof, shall not extinguish the lien of such assessments as to payments which became due prior to the sale or transfer. No sale or transfer shall relieve such lot from liability from any assessments thereafter becoming due or from the lien thereof.
- 4.11 Real Property Taxes. In the event real property taxes shall become delinquent on the Common Areas, the total amount of the delinquent taxes shall be divided equally among all the owners, and said portion of each owner's share of delinquent taxes shall be a lien on said owner's lot to the same extent as if the delinquent tax was on the owner's lot.
- 4.12 <u>Subordination of the Lien of Taxes or Mortgage</u>. The lien of the taxes provided for herein relative to the Common Areas only shall be subordinate to the lien of any first mortgage. Sale or transfer of any lot pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall not extinguish the lien of such taxes as to payment which become due prior to such sale or transfer. No sale or transfer shall relieve such lot from liability for any taxes thereafter becoming due or from the lien thereof.
- 4.13 <u>Common Area Maintenance Responsibility</u>. Maintenance of the Common Areas and planter islands in the cul-de-sacs shall be the responsibility of the Homeowners Association. The construction of recreational amenities in the Common Areas may be permitted after approval by the Association and governmental agencies if necessary and as required by law.
- 4.14 Exempt Property. The following property subject to this declaration shall be exempt from any assessment created herein:
- $4.14.1 \; \text{All} \; \text{properties} \; \text{dedicated} \; \text{to} \; \text{and} \; \text{accepted} \; \text{by a} \; \text{local public authority}.$
- 4.15 <u>Lacamas Shores Homeowners Association Option to Remedy Violations</u>. In the event the owner of a lot fails to maintain the premises and/or improvements satisfactory to the Association Board or fails to comply with any provision of these Declarations, after two-thirds (2/3) vote, the Homeowners

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Association shall have the power and right at all times, after reasonable notice to the owner and any occupant, and for the account of the owner, to abate and correct any violation of these Declarations; to remove any and all structures, fixtures, and personal property which violates these Declarations; to enter the premises and repair, maintain, and/or restore the premises and/or any improvements thereon; to plant or re-plant, trim, cut back, remove, replace, cultivate, or maintain hedges, trees, shrubs, plants, or lawns; maintain a private roadway, maintain drainage areas or correct erosion on slopes. Any and all expenses which may be incurred by the Homeowners Association herein pursuant to this section shall be enforceable against the Owner by the Homeowners Association as provided herein and shall be the personal obligation of the Owner thereof. The Declarant or Homeowners Association shall be entitled to recover all actual costs and fees incurred in such action including, but not limited to, costs and disbursements and reasonable attorney fees, whether or not suit is commenced, and if suit is commenced, at trial or on appeal, including proceedings under the Federal Bankruptcy Code or state receivership statutes. Said amounts shall also be a charge on the land and shall be a continuing lien upon Owner's property enforceable as provided in this Article IV.

ARTICLE V <u>Declaration of Protective Covenants</u>

- 5.1 <u>Land Use Building Restriction</u>. The general plan for location of lots for private residential use and easements shall be as specified in the Lacamas Shores Phases One and Two recorded plats.
- 5.2 <u>View</u>. Neither the Declarant, the Homeowners Association or the Architectural Control Committee as hereinafter provided for shall be liable if a dwelling should block a portion or all of another's view(s).
- 5.3 Model Home. So long as Declarant or its successor in interest shall own property in Lacamas Shores, it shall be entitled to maintain a sales office and such model home as it, in its sole discretion, shall determine to be necessary or helpful to the sale of units in the development. No trailer, mobile home, garage, barn or other outbuilding, or any other structure of a temporary character shall be used on any lot at any time as either a temporary or permanent residence.
- 5.4 <u>Utilities</u>. Utilities to service lots will be installed underground; that is, sanitary sewer, storm drainage, water, natural gas, electrical service, telephone lines and cable television lines. All building plans and specifications and a plan showing the location of the structure must be submitted to the Architectural Control Committee for architectural approval

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prior to obtaining a building permit or any other type of permit from Clark County or any other governmental entity.

- 5.5 Alterations and Additions; Temporary Structures. No exterior alteration or addition shall be made to any lot or building or structure without the prior written approval as provided in Section 5.14. No structure of a temporary character shall be erected or maintained on any lot other than during the period required for building construction or for an emergency, nor shall any such structure or basement, garage, or trailer be used at any time for living quarters.
- 5.6 <u>Yard Requirements: Fences, Hedges, Walls and Gates.</u>
 On all lots, no fence, hedge, structure, wall, or retaining wall shall be constructed or exist anywhere on a lot without the prior written approval as provided in Section 5.14. All structures erected shall conform with regulations relative to front yard, side yard, and rear lot set backs. Owners of Lots one (1) through six (6) and fourteen (14) through twenty-two (22) of Phase I shall install, at their sole cost and expense, a gate at the entrance of the lots' driveway which shall connect with the existing masonry wall. Provided that said gate shall not be installed without the prior written approval as provided in Section 5.14. No planting or structure obstructing vision at driveways shall be permissible or maintained. Installation and maintenance of retaining walls that are required and approved in writing by the Declarant or Homeowners Association due to topographic conditions of individual lots are the sole and absolute responsibility of the property owner and are to be aesthetically incorporated into the landscaping of the lot and are not the responsibility of the Declarant its successor or are not the responsibility of the Declarant, its successor, or the Homeowners Association. Fences shall be well constructed of suitable fencing materials and shall be artistic in design and shall not detract from the appearance of the dwelling house located upon the building site, or detract from the appearance of the dwelling houses located on the adjacent lots or building Fencing front yards shall not be permitted other than minor landscaping structures approved or provided for in Section 5.14. No trees shall be removed by the property owner or the Association from the Common Areas or any lot without permission as provided for in Section 5.14. Provided, however, that removal of trees within the Common Areas may only be permitted if removal is necessitated as a result of the monitoring plan for the wetlands.
- 5.7 Animals. Other than a maximum of two (2) household pets, no animals, fowl or reptiles shall be kept or allowed to be kept on any lot or in any residential premises. Household pets may not be kept, bred, or maintained for a commercial purpose. Dogs and cats shall be controlled as provided by ordinance of Camas or Clark County, Washington, as applicable. Cats and other pets shall be confined to the dwelling or rear portion of the lot

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HORENTEIN & DUGG AN, PY AFTORNEYS AF LAW 1220 MAIN NT - SUITE 300 PO BOX 694 VANCOUVER WASHINGTON 98666 (206) 699-4771 and shall not be permitted to run free or otherwise to be or become a nuisance or a source of annoyance to other residents. The Declarant or the Homeowners Association may at any time require the removal of any animal which it finds is disturbing other owners unreasonably, in the Association's determination, and may exercise this authority for specific animals even though other animals are permitted to remain.

- 5.8 Signs. No sign shall be erected or displayed upon any unit or building without prior written permission as provided in Section 5.14; provided, such permission shall not be required for one sign no larger than 6 inches by 24 inches displaying the name and/or address of the occupant; or for one temporary sign no larger than 18 inches by 24 inches advertising the property for sale or rent; or for temporary community decorations, but such must be removed upon the sale, rental of the unit, or conclusion of the community event.
- No residential dwelling is to be Use of Property. used for the conduct of business or for any commercial purpose unless prior written approval is obtained as provided in Section 5.14 and such use meets the requirements of any applicable provisions of the City of Camas and/or Clark County Code. No oil or gas well, mine or quarry, or equipment therefor and no appliance or structure for business purposes shall be located or operated on any of said property designated as residential premises. Installation of flag poles, radio antennae, satellite receiving dishes, exterior-mounted television antennae or cabletelevision antennae, and structures detached from the dwelling television prohibited on units or buildings unless prior written unit are prohibited on units or buildings unless prior written approval is obtained as provided in Section 5.14. No rotary beams, separate towers or other similar devices shall be constructed on any lot. Measures should be taken to place antennas and dishes in the least visible position possible. Drying lines or apparatus shall be screened from exterior view. No noxious or offensive activity shall be carried on upon any lot and nothing shall be done which may constitute a nuisance, annoyance or aesthetic burden to the neighborhood or other occupants. It is the obligation of each and every resident or unit owner to strictly comply with Clark County Chapter 9.14, et seq., and any similar ordinance of the City of Camas now existing or hereafter amended, pertaining to public disturbances, noise or any other rule or regulation pertaining to the same.
 - 5.10 Landscape and Maintenance. The landscaping shall conform to the general pattern of the other residential dwellings. The landscaping of yards shall be completed within a reasonable time, but in any event, within two (2) months after building completion or prior to occupancy, whichever shall first occur. In the event of undue hardship due to weather conditions, this provision may be extended for a reasonable length of time by the Declarant, the Architectural Control Committee, or the

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HORENTEIN & DUGGAN, PS ATTORNEYN AT LAW 1220 MAIN NT - SUITE 100 PO BOX 694 VANCOUVER, WASHINGTON 98666 (206 699-477) Homeowners Association. Appropriate security for completion may be required. All landscaping shall conform to the general pattern of others in the plat as established in the sole discretion of the Declarant or Homeowners Association and as selected and approved from a landscaping list prepared by the declarant's representative. A copy of this landscape list is attached hereto as Exhibit "C" and incorporated herein by reference. All yards and growth thereof shall be maintained, cultivated, and kept free from insects and diseases. All trees and shrubs or landscaping of any kind shall be kept neat and orderly and trimmed so as not to obstruct another lots view and shall be consistent with the preferred list of plants and materials attached hereto as Exhibit "C", provided that landscaping necessary for the wetlands shall not be subject to this section.

- 5.11 Easements. Easements for utilities, drainage facilities and shoreline public access have been reserved to the Declarant and Homeowners Association, as shown on the recorded plats and as recorded in the Clark County Auditor's office. Within the easements for utilities and drainage, no structure shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may change the direction and flow of drainage channels in the easements. The owner and occupant of a residential building site will permit access by the owner or occupant of an adjoining or adjacent site to slopes or drainageways on the property of the former to maintain slopes or drainage facilities for the protection and use of such adjoining or adjacent site. Each owner will not block, hinder, or interfere with the established drainage pattern over his land from adjoining or adjacent land. The Homeowners Association shall have authority to require an owner at the owner's expense to take remedial action for the correction of erosion activity on the owner's section of the slope.
- 5.12 Occupancy of Residential Units. Except for Vanport Manufacturing, Inc, as the Declarant, or an investment entity approved in writing by the Declarant, no residential unit in Lacamas Shores shall be occupied by any person who is not a Proprietary Member of the Homeowners Association, unless approved by the Board of Directors of the Homeowners Association.
- 5.13 Roofs, Exterior Paint Color, and Trees. Shake, cedar shingles, ceramic tile or other materials as approved for roofs are required. No roof shall be replaced with other than like material and color without prior written approval as provided in Section 5.14. No structure shall be repainted with other than earth-tone colors without prior written approval as provided in Section 5.14. No existing tree shall be removed or damaged within Lacamas Shores and no exterior alteration or addition (whether joined to or detached from any unit or other building) shall be made to any residential lot in Lacamas Shores unless

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prior written consent as provided in Section 5.14 shall have been obtained.

5.14 <u>Architectural Control</u>. The owner, purchaser or occupant, their heirs, successors and assigns of each lot by acceptance of title thereto or by taking possession thereof, covenant and agree that no building, driveway, fence, wall, swimming pool, rookeries, basketball hoops or other structure of any type, or landscaping shall be commenced, erected or maintained upon The Properties, nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, materials, soils tests, and location by site plan of the same shall have been submitted to and approved in writing as to the quality of workmanship and materials planned and for conformity and harmony of external design and location in relation to surrounding structures and topography, building setback restrictions, and finish grade elevations. All plans shall also comply with all state, county, and/or local regulations. Complete plans and specifications of all proposed buildings, structures and exterior alterations together with detailed plans showing the proposed location of same on the particular building site shall be submitted for approval in accordance with the time lines hereinbelow set forth. One set of plans shall always remain on the job site and one shall remain with the Declarant and/or Homeowners Association. Approval shall be by the Declarant, Declarant's successor, or by an Architectural Control Committee who shall be selected by Declarant or its successor, during such period as Declarant or its successor shall own any property in Lacamas Shores. Initially the Declarant's representative for the purposes set forth in this section shall be TOM SHIPLER, whose address is c/o Horenstein & Duggan, P.S., 1220 Main, Suite 300, Vancouver, Washington 98660, or such other address as may be given in writing to the owners. Thereafter, the jurisdiction and authority shall be exclusively that of the Homeowners Association, acting through its Board of Directors, or by an Architectural Control Committee composed of not less than three (3) nor more than five (5) representatives appointed by the Board, all of whom must be Members of the Association. Members of the Architectural Control Committee shall serve without compensation. In the event said Declarant or Board, or their designated committee, fails to approve or disapprove such design and location within thirty (30) days after said written plans and specifications have been submitted to it, approval will not be required and this section will be deemed to have been fully complied with. However, any square footage requirements contained in these Declarations or any amendment hereto shall remain applicable. The Declarant, Board of Directors, or committee shall have the right to reject, for any reason whatsoever, including purely aesthetic grounds, any proposal which it decides is not suitable or desirable. The decision which it decides is not suitable or desirable. shall be in writing and if a proposal is not approved, the

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decision shall include a statement of reasons for the action taken. If the plans and specifications are rejected, owner shall have the opportunity to resubmit plans. As set forth below, owner agrees to not maintain any action against Declarant, any member of the Architectural Control Committee, Homeowners Association or Board of Directors or officers of the Homeowners Association due to rejection of the plans and specifications and shall not seek recovery of any consequential damages incurred thereby, including but not limited to, architect fees, engineering costs, etc. All buildings and other structures must be designed by a registered architect, a professional building designer, or by another qualified person or firm approved or accepted by Declarant, the Homeowners Association, or the Architectural Control Committee. Any proposed changes or additions to an approved set of architectural plans, site plan or landscaping plans must be submitted to Declarant, the Homeowners Association, or the Architectural Control Committee, or their successors. The members of any Architectural Control Committee shall have no personal liability for any action by or decision of the Committee performed in good faith. By acceptance of a deed or other instrument of conveyance to any property within the plan of Lacamas Shores, the owner of that property, his heirs, successors and assigns, agree and covenant not to maintain any action against Declarant, any member of the Architectural Control Committee, Homeowners Association, or member of the Board of Directors, or officer of the Homeowners Association, which seeks to hold that member personally or individually liable for damages, declaratory, injunctive or equitable relief relating to or caused by any action or decision relating to architectural control.

- 5.15 Lots Sold to Builders. If Declarant sells or otherwise conveys lots to builders, then construction thereof must commence within six (6) months from date of purchase unless waivers are obtained under Section 5.16 below. All exterior improvements (especially exterior cleanliness) must be completed within eight (8) months from date of commencing construction. All landscaping must be completed within two (2) months from completion of construction. In the event said builder fails to commence construction, then the Declarant, in its sole discretion, may exercise a right of economic damages against said builder as well as any other remedies authorized by law or equity.
- 5.16 Grant of Waivers or Consents. Jurisdiction and authority to grant or extend exceptions, variances, waivers, and consents contemplated by the foregoing Subsections of Section 5 shall be exclusively in the Declarant or its successor, during such period as Declarant or its successor, shall own any real property in Lacamas Shores. Thereafter, the jurisdiction and authority shall be exclusively in the Homeowners Association, acting through its Board of Directors.

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- 5.17 <u>Individual Docks Prohibited</u>. No individual docks or water craft moorage facilities shall be allowed, erected or maintained by owners of any lots in Lacamas Shores Development.
- 5.18 Compliance with Shoreline Master Plan. Conditional Use Permit and Substantial Development Permit. The Lacamas Shores Homeowners Association, all lot owners in the Lacamas Shores Development, and all subsequent improvements shall comply with the City of Camas and/or Clark County Shoreline Master Program and/or any substantial development permit and/or conditional use permit issued in connection with Lacamas Shores Development and any other regulating or Administrative rule, order or determination, except to the extent otherwise provided by the City of Camas, Clark County, or other responsible agency.
- No trailer (including but not 5.19 <u>Vehicle Parking</u>. limited to boat trailers), recreational vehicle or camper of any type, no truck larger than 3/4 ton, no truck of any type mounting a camper or other large body, no vehicle in an extreme state of disrepair or abandoned shall be parked in front of the setback line of any lot, or in a location visible from any street for a period in excess of 48 hours. Neither shall any of the aforesaid be parked overnight on the street in front of any lot except for an occasional vehicle belonging to a guest. Should any such owner or contract purchaser or occupant fail to remove such vehicle within two (2) days following the date on which notice is mailed to him by the Architectural Control Committee informing him of a violation of this provision, the Architectural Control Committee may have such vehicle removed and charge the expense of removal to said owner, purchaser or occupant. A vehicle shall be deemed to be abandoned or in an extreme state of disrepair when, in the opinion of the Architectural Control Committee, its presence offends the reasonable sensibilities of the occupants of the neighborhood.
- 5.20 Water Supply. No individual irrigation water supply system shall be permitted on any lot unless the Architectural Control Committee approves and such system is designed, maintained and operated in accordance with the rules and regulations of the State Board of Health and the State Department of Ecology regarding private water systems.
- 5.21 <u>Subdivision of Lots</u>. No short platting or subdivision of lots shall be permitted.
- 5.22 <u>Sewage Disposal</u>. No individual sewage disposal system shall be permitted on any lot.
- 5.23 <u>Trash</u>. Trash, garbage and other waste shall be kept in sanitary containers. All equipment shall be kept in a clean and sanitary condition. All containers must be buried: or

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HORENTEIN & DUGGAN PS ATTORNEYS AT LAW 1220 MAIN NT - SUITE 300 PO BOX 694 VANCOUVER, WASHINGTON 98666 screened so as to not be visible from any street or adjacent properties or residences. Trash, garbage and other waste shall be regularly disposed of. No burning is allowed except that which conforms to state law, Clark County, or Vancouver, ordinances as applicable. No lot or part of the Common Area shall be used as a dumping ground for trash or rubbish of any kind. Yard rakings and dirt resulting from landscaping work shall not be dumped onto streets, open space or on any lots. Compost piles are allowed if kept sanitary and neat.

Should any individual lot owner or contract purchaser or occupant fail to remove any such trash, rubbish, garbage, yard rakings, and other materials from his property or the street or areas adjacent thereto, within ten (10) days following the date on which notice is mailed to him by the Architectural Control Committee informing him of such violation, then the Architectural Control Committee may have such trash, garbage or other waste removed and charge the expense of removal to the lot owner, purchaser or occupant. Any such charge shall become a continuing lien on the property, which shall bind the property in the hands of the owner, contract purchaser, and their successors in interest. Such charge shall also be a personal obligation of the party who is the owner or contract purchaser or occupant of the lot involved on the date of removal.

- 5.24 <u>Maintenance</u>. Each owner, contract purchaser and occupant shall maintain his lot and residence thereon in a clean and attractive condition, in good repair and in such fashion as not to create a fire hazard.
- 5.25 <u>Damage Liability</u>. Any damage to entry structures, wetlands, bank line, fences, landscaping, mailboxes, lights and lighting standards by property owners, their children, agents, visitors, friends, relatives or service personnel shall be repaired by said property owner, contract purchaser or occupant within fifteen (15) days of such damage. Should repair not be completed within fifteen (15) days following the date on which notice is mailed to him by the Declarant or the Architectural Control Committee informing him of such violation, then the Declarant or the Architectural Control Committee may execute such repair and owner, contract purchaser or occupant will immediately remit funds upon billing.
- 5.26 Maintenance Notice/Assessment of Costs. When, in the opinion of the Directors of the Homeowners Association, certain maintenance needs to be performed on a lot or lots, the Board shall notify the owner by certified mail specifying in said notice exactly what needs to be repaired or maintained. The owner shall then have thirty (30) days from the receipt of such notice to perform the necessary maintenance or to make written demand for a hearing before the Board. If a hearing is demanded, the Board shall set a date therefor and give the owner at least

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- ten (10) days' notice thereof. The hearing shall be informal and rules of evidence shall not apply. The Board shall render its decision in writing. The cost of such exterior maintenance actually performed shall be added to and become a part of the assessment to which the lot is subject.
- 5.27 <u>Enforcement</u>. Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant, either to restrain violation or to recover damages. The court may award attorney fees against any person found to be in violation hereof.
- 5.28 <u>Invalidation</u>. Invalidation of any one of the covenants by judgment or court order shall in no way affect any of the other provisions which shall remain in full force and effect.
- 5.29 <u>Building Limits</u>. All dwellings or garage or any part thereof, or any other structure shall be erected in conformity with all local building codes. No lines or wires from the transmission of current or for telephone use shall be constructed, placed or permitted to be placed upon any residential lot or building site outside the buildings thereon unless the same shall be underground or in conduit attached to a building.
- 5.30 <u>Mailboxes</u>. All mailboxes must be of a standard accepted by the U.S. Postal Service and must be located in those areas so designed by the U.S. Postal Service. Structures containing such mailboxes must be approved by the Architectural Control Committee.
- 5.31 <u>Clotheslines</u>. No exterior lines shall be allowed that can be seen from any street.
- 5.32 <u>Driveways</u>. All driveways shall be paved with asphalt or Portland cement concrete from the edge of the paved street to connect with the paved surface of the floor of the carport or the garage.

5.33 Square Footage Minimums.

5.33.1 Square footage for houses to be built in Phases I and II shall be as follows:

5.33.1.1 311 single-levels to have a minimum of 2800 square feet of floor area, exclusive of porches and garage;

5.33.1.2 All tri-levels shall have a minimum of 2800 square feet of floor area, exclusive of porches and garage;

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HORENSTEIN & DUGGAN, PN ATTORNEYS AT LAW 1220 MAIN ST - SUITE 300 PO BOX 694 VANCOUVER, WASHINGTON 98660 (206) 699-4771 5.33.1.3 All two-story houses above dirt grade at house location shall have a minimum of 2800 square feet of floor area, exclusive of porches and garage;

5.33.1.4 All daylight-basement houses shall have a minimum of 1800 square feet on the main floor, exclusive of porches and garage, and a minimum of 2800 square feet on main level and basement level (exclusive of porches and garage); and

5.33.1.5 All split-level entry houses shall have a minimum of 1500 square feet on the main floor, exclusive of porches and garage, and a minimum of 2800 square feet on the main level and basement level (exclusive of porches and garage).

5.33.2 Square footage for houses to be built in Phase III shall be as follows:

5.33.2.1 No structure to be built upon the properties located within Phase III shall exceed a single story above grade level. Basements, including daylight basements, shall be permitted; and

5.33.2.2 All houses shall have a minimum of 2800 square feet of floor area, exclusive of porches and garage; provided, however, that a house may have a minimum of 2400 square feet, exclusive of porches and garage, if approved in accordance with Section 5.14.

5.33.3 Square footage for houses to be built in Phase IV shall be as follows:

5.33.3.1 All houses shall have a minimum of 2800 square feet of floor area, exclusive of porches and garage; provided, however, that a house may have a minimum of 2200 square feet, exclusive of porches and garage, if approved in accordance with Section 5.14.

- 5.34 Excavation and Ditching. Any excavating or ditching around existing springs and/or creeks shall require approval of the Architectural Control Committee and compliance with state, county, and/or local drainage/erosion control measures and with county, and/or local drainage and erosion control plan for the Lacamas the approved drainage and erosion control plan for the Lacamas Shores Development as delineated in the Environmental Impact Statement.
- 5.35 Terms. Except as otherwise provided herein, all of the Covenants, Conditions and Restrictions herein contained shall apply to all lots in Lacamas Shores and shall be binding upon all parties claiming under Declarant until January 1, 2038, at which time they shall automatically extend for successive periods of ten (10) years, unless, effective January 1, 2038, or at the end of such ten-year extension, the membership of the Lacamas Shores

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HORENSTEIN & DUGGAN, PS ATTORNEYS AT LAW 1220 MAIN ST + SUITE 300 PO BOX 694 VANCOUVER, WASHINGTON 98666 (206) 699-4771 Homeowners Association, by two-thirds (2/3) vote of all voting members, at a special meeting called for such purpose shall resolve to terminate these restrictions. Provided however, that the duties and obligations set forth in section 2.7.2 shall be binding on Declarant until such time as Declarant conveys the common area(s), to which said obligation(s) are applicable, to the Association. The duties and obligations set forth in section 2.7.2 shall be binding on the Association, its successors or Said section may only be amended or assigns in perpetuity. revoked by action of the membership or Board as set forth herein and with the consent and approval of the City of Camas. These Covenants, Conditions and Restrictions are declared to create mutual equitable covenants and servitudes for the benefit of the Declarant and each owner or contract purchaser of a lot or building site.

- 5.36 Homeowners Association By-Laws and Rules/Regulations. All owners in Lacamas Shores Development covenant and agree to strictly comply with the By-Laws and duly adopted rules and regulations of the Lacamas Shores Homeowners Association, as existing and hereafter adopted and amended, being incorporated herein fully by reference. Failure of an owner to comply with any such By-Laws or rules and regulations shall constitute a violation of these Declarations enforceable pursuant to the provisions hereof or as otherwise provided by law. Failure by the Association or any owner to enforce any of the foregoing shall not waive the right to do so thereafter. The By-Laws and any Association rules and regulations may be reviewed and copies obtained from the principal office of the Homeowners Association. Any inconsistency between the Bylaws or other Homeowners Association documents and these Covenants, Conditions and Restrictions shall be rendered in favor of the latter with the proviso that whenever possible all documents shall be construed to be consistent with each other.
- 5.37 Subordination. Any lien arising from a breach of the Covenants, Conditions and Restrictions contained herein, a reentry by reason thereof, or judgment resulting therefrom shall be subordinate to any mortgage or Deed of Trust herebefore or hereafter executed in good faith and for value encumbering a lot, but shall be binding upon and effective against a subsequent purchaser thereof.

A bona fide purchaser for value or mortgagee or beneficiary under a Deed of Trust, without actual or constructive notice of an existing breach of the Covenants, Conditions and Restrictions contained herein shall not be bound thereby; provided, the Homeowners Association, through its Board of Directors, may execute, acknowledge, and record a Notice of Claim of Breach, setting forth the facts thereof with any monetary amount involved, street address and legal description of the unit against which the breach is claimed, and the name or names of the

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reputed owners thereof. Such notice, recorded in the records of the Clark County Auditor, Clark County, Washington, shall be public notice of such breach, and constructive notice to any subsequent purchaser.

- 5.38 Selling and Leasing Homes. Any home may be conveyed or leased by an owner free of any restrictions except that no owner shall convey, mortgage, pledge, hypothecate, sell or lease his home unless and until all unpaid Association expenses assessed against the home shall have been paid as directed by the Board of Directors of the Homeowners Association. Such unpaid Association expenses, however, may be paid out of the proceeds from the sale of a home, or by the Grantee. Any sale, conveyance or lease of a home or unit in violation of this section shall be voidable at the election of the Board of Directors of the Homeowners Association. Upon the written request of an owner or his mortgagee, the Board of Directors or its designee shall furnish a written statement of the unpaid charges due from such owner which shall be conclusive evidence of the payment of amounts assessed prior to the date of the statement. A reasonable charge may be made by the Board for the issuance of such statements.
- 5.39 Foreclosure or Contract Forfeiture. The provisions of the immediately preceding section shall not apply to the acquisition of a home by a first lien mortgagee or first lien contract vendor who shall acquire title to such home by foreclosure, deed in lieu of foreclosure or forfeiture, or contract forfeiture. In such event, the unpaid assessments against the home which were assessed and became due prior to the acquisition of title to such home by such first lien mortgagees or contract vendor shall be deemed waived by the Association and shall be charged to all other members of the Association on a pro-rata basis as a common expense. Such provisions shall, however, apply to any assessments which are assessed and become due after the acquisition of title to such home by the first lien mortgagee or contract vendor and to any purchaser from such first lien mortgagee or contract vendor.

Whenever the term "home" is referred to in this section, it shall include the home, the owner's interest in the Association, and the owner's interest in any homes acquired by the Association.

ARTICLE VI General Provisions

6.1 <u>Enforcement</u>. The Association, Declarant, Board or any Owners, 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. Failure by the Association or by

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HORENSTEIN & DUCCAN, PS ATTORNEYS AT LAW 1230 MAIN ST - SUITE 300 PO BOX 694 VANCOUVER, WANHINGTON 98666 (206) 699 4771 an owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

- 6.2 <u>Severability</u>. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.
- 6.3 Amendment. The covenants and restrictions of this Declaration shall run with and bind the land, until January 1, 2038, after which time they shall automatically be extended for successive periods of ten (10) years. This Declaration may be amended prior to July 6, 2008, by an instrument signed by not less than 90 percent of all the lot owners within all phases of Lacamas Shores Development now existing or hereinafter created, and thereafter by an instrument signed by not less than 75 percent of said lot owners; provided that amendment of this Declaration shall require the concurrence of Declarant or its successor, during any period as either shall own any real property in Lacamas Shores. Any amendment must be recorded.
- 6.4 Municipal Ordinances. These Covenants shall in no way restrict the effect of any ordinance adopted by a municipal corporation having jurisdiction over any portion of The Properties subject to this Declaration. References to ordinances made in this Declaration shall be construed as references to the ordinances as they exist as of the date of the recordation of this Declaration or as they may thereafter be amended. Lot owners, purchasers and occupants shall comply with all applicable municipal ordinances and state law.
- 6.5 <u>Interpretation</u>. The Board of Directors of the Homeowners Association shall have the right to determine all questions arising in connection with this Declaration and to construe and interpret the provisions of this Declaration. The Board's good faith determination, construction, or interpretation of this Declaration shall be final and binding.
- 6.6 Hold Harmless and Indemnity. Each owner or purchaser of a lot, by acceptance of a deed or contract or other conveyance therefor, whether or not it shall be so expressed in such deed or contract or other conveyance, is deemed to covenant and agree to hold harmless and indemnify the Declarant developer or its successor and the Homeowners Association, and their members, officers, directors, committees and agents from any and all claims, loss, actions, or damages resulting from use of the Association's common properties by such owner, purchaser, their families, guests, tenants, employees, or agents.
- 6.7 <u>Governing Law and Venue</u>. These Declarations and any action maintained hereon shall be governed and construed under

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HORENYTEIN & DUGGAN, PS ATTORNEYS AT LAW 1220 MAIN ST - SUITE 300 PO BOX 694 VANCOUVER, WASHINGTON 98666 (206) 699-4771 the laws of the State of Washington. Venue for any action under or pursuant to these Declarations shall be in Clark County, Washington.

- 6.8 <u>Captions</u>. Captions given to the various sections herein are for convenience only and are not intended to modify or affect the meaning of any of the substantive provisions hereof.
- 6.9 Person. Etc. When interpreting these Declarations, the term "person" may include natural persons, partnerships, corporations, associations, personal representatives, and the Association. The Association shall refer to the Lacamas Shores Homeowners Association or its successor. The term "Mortgage" may be read to include Deeds of Trust. The term "Mortgagee" may be read to include Deed of Trust beneficiary. The singular may include the plural and the masculine may include the feminine, or vice versa, where the context so admits or requires.
- 6.10 <u>Covenant Running with the Land</u>. It is intended that these Covenants, Conditions and Restrictions shall be operative as a set of covenants running with the land.
- 6.11 <u>Non-Waiver</u>. Failure or delay to enforce any Covenant, Condition or Restriction shall not be deemed a waiver of the right to do so.
- 6.12 <u>Binding Effect</u>. The provisions contained in this Declaration, as herein defined or as hereafter duly amended, shall bind and inure to the benefit of and be enforceable by, the Declarant, the owner or owners of any unit in Lacamas Shores and their respective legal representatives, heirs, successors, or assigns.
- 6.13 <u>Gifts</u>. Any owner may convey or transfer his home or lot by gift during his lifetime or devise his home or lot by will or pass the same by intestacy without restriction.

IN WITNESS WHEREOF, two-thirds of the Board and Declarant have executed this instrument this 190 day of 1990.

VANPORT MANUFACTURING, INC.

By: Cela Prondit

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HORENSTEIN & DUGGAN, PS ATTORNEYS AT LAW 1220 MAIN ST = NUTE 300 PO BOX 694 VANCOUVER, WASHINGTON 98666 2006 699-4771 STATE OF OREGON County of Clackamas I certify that J. ADOLPH HERTRICH appeared personally before me and that I know or have satisfactory evidence that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the President of VANPORT MANUFACTURING, INC. to be the free and voluntary act of cough party for the uses and numbered mentioned in the instrument. such party for the uses and purposes mentioned in the instrument. DATED this ____ day of ____ NOTARY PUBLIC FOR OREGON My Commission Expires:_ STATE OF WASHINGTON County of Clark of Lacamas Shores Homeowners' Association to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument. DATED this 1990. NOTARY BUBLIC FOR WASHINGTON My Commission Expires: 9/1/93 FOURTH AMENDED DECLARATION - 25

HORENSTEIN & DUGGAN, PN ATTORNEYS AT LAW 1220 MAIN ST + SUITE 300 PO BOX 694 VANCOUVER, WASHINGTON 98666 (206) 699-4771

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STATE OF WASHINGTON

SS.

County of Clark

I certify that William Alberton appeared personally before me and that I know or have satisfactory evidence that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as a Board Member of Lacamas Shores Homeowners' Association to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED this And day of May, 1990.

OTARY

UBLIC S

NOTARY (PUBLIC FO

My Commission Ex

NOTARY (PUBLIC FOR WASHINGTON My Commission Expires: 9/1/93

STATE OF WASHINGTON

County of Clark

I certify that John Stanla appeared personally before me and that I know or have satisfactory evidence that he was authorized to execute the instrument and acknowledged it as a Board Member of Lagrange Shores Homosympast Accordation to be the free and of Lacamas Shores Homeowners' Association to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED this AL day of May

PUBLIC FOR WASHINGTON

My Commission Expires: 9/1/93

The state of the s

FOURTH AMENDED DECLARATION - 26 01639000 D02

HORENSTEIN & DUGGAN, P.S. ATTORNEYS AT LAW 1220 MAIN ST . SUITE 300 PO BOX 694 VANCOUVER WANHINGTON 98666 (206) 699-4771

EXHIBIT "A"

LOTS 1 through 22, LACAMAS SHORES, PHASE I, recorded in Volume "H", Page 386, records of Clark County, Washington.

Real property situated in the City of Camas, Clark County, Washington being a portion of the West half of Section 34 and the Northeast quarter of Section 33, Township 2 North, Range 3 East of the Willamette Heridian, more particularly described as follows:

BEGINNING at the Northwest corner of Lacamas Shores - Phase 1, according to the plat thereof, recorded in Volume 'H' of plats, page 386, records of said county; thence along the Northerly extension of the West line of said Lacamas Shores -Phase 1, North 1°21'02" East 805.00 feet; thence South 88°38'58" East 175.00 feet; thence South 1°21'02" West 40.00 feet to a point of curvature with a 120.00 foot radius curve; thence along said curve to the left, through a central angle of 66°32'21", an arc discance of 139.36 feet to a point of reverse curvature with a 2030.00 foot radius curve; thence along said curve to the right, through a central angle of 29°02'57", an arc distance of 1029.22 feet to a point of reverse curvature with a 1170.00 foot radius curve; thence along said curve to the left, through a central angle of 34°14'37" an arc distance of 699.27 feet to a point of tangency; thence South 70°22'59" East 90.00 feet; thence South 19°37'01" West 170.00 feet; thence South 68°26'40" East 64.99 feet; thence South 46°56'37" West 158.44 feet; thence South 41°22'21" West 110.00 feet to a point on the Northerly line of said Lacamas Shores - Phase 1; thence along said Northerly line North 48°37'39" West 181.92 feet; thence South 52°41'00" East 165.00 feet to a point on the arc of a 247.00 foot radius curve: thence from a tangent bearing of North 30°57'09" West along said curve to the left, through a central angle of 17°52'03", an arc distance of 77.03 feet to a point of reverse curvature with a 2970.00 foot radius curve; thence along said curve to the right, through a central angle of 7°44'04", an arc distance of 400.93 feet; thence radially from said curve, South 48°54'52" West 172.03 feet; thence North 51°47'46" West 273.71 feet; thence North 54°27'59" West 240.47 feet; thence North 52°05'46" West 241.30 feet; thence North 58°02'34" West 201.62 feet to the point of beginning.

TO BE PLATTED AS LOTS 1 THROUGH 46, LACAMAS SHORES-PHASE 0

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Page fil of 116

25. 1903

TMMIBIT "A" LEGAL DESCRIPTION LACAMAS SHORES - MASS O

Real property situated in the City of Camas, Clark County, Washington being a portion of the West half of Section 34 and the Northeast quarter of Section 33, Township 2 North, Range 3 East of the Willamette Heridian, more particularly described as follows:

BEGINNING at the Northwest corner of Lacamas Shores - Phase 1, according to the plat thereof, recorded in Volume 'H' of plats, page 386, records of said county; thence along the Northerly extension of the West line of said Lacamas Shores -Phase 1, North 1°21'02" East 805.00 feet; thence South 88°38°58" East 175.00 feet; thence South 1°21°02" West 40.00 feet to a point of curvature with a 120.00 foot radius curve; thence along said curve to the left, through a central angle of 66°32'21", an arc distance of 139.36 feet to a point of reverse curvature with a 2030.00 foot radius curve; thence along said curve to the right, through a central angle of 29°02'57", an arc discance of 1029.22 feet to a point of reverse curvature with a 1170.00 foot radius curve; thence along said curve to the left, through a central angle of 34°14'37" an arc distance of 699.27 feet to a point of tangency; thence South 70°22'59" East 90.00 feet; thence South 19°37'01" West 170.00 feet; thence South 68°26'40" East 64.99 feet; thence South 46°56'37" West 158.44 feet; thence South 41°22'21" West 110.00 feet to a point on the Northerly line of said Lacamas Shores - Phase 1; thence along said Northerly line North 48°37'39" West 181.92 feet; thence South 52°41'00" East 165.00 feet to a point on the arc of a 247.00 foot radius curve; thence from a tangent bearing of North 30°57'09" West along said curve to the left, through a central angle of 17°52'03", an arc distance of 77.03 feet to a point of reverse curvature with a 2970.00 foot radius curve; thence along said curve to the right, through a central angle of 7°44'04", an arc distance of 400.93 feet; thence radially from said curve, South 48°54'52" West 172.03 feet; thence North 51°47'46" West 273.71 feet; thence North 54°27'59" West 240.47 feet; thence North 52°05'46" West 241.30 feet; thence North 58°02'34" West 201.62 feet to the point of beginning.

TO BE PLATTED AS LOTS 1 THROUGH 46, LACAMAS SHORES-PHASE 2

10,990-LD-449 9/11/89 HVD/#4

LEGAL DESCRIPTION PINAL PLAT LACAMAS SHORES - PHASE 3 CAMAS, WASHINGTON

Real property located in the City of Camas, Clark County, Washington, being a portion of the Northeast quarter of Section 31 and the Northeast quarter or Section 34, Township 2 North, Range 1 East of the Willamette Meridian, more particularly described 38 follows:

Beginning at the Southeast corner of Lot 13 of Lacamas Shores -Phase 1, according to the plat thereof, recorded in Book II of Plats at Page 417, records of said county; thence along the Northerly and Casterly lines of said plat the following courses:

y and Casterly lines of said plat the tollowing c
North 19° 17' 01" East 170.00 teet; North 70°
22' 59" Wast 90.00 feet to a point of
curvature with a 1,170.00 toot radius curve;
thence along said curve to the right, through
a central angle of 14' 14' 17, an arc
distance of 699.27 feet to a point of reverse
curvature with a 2,030.00 foot radius curve;
thence along said curve to the left, through a
central angle of 29° 02° 57", an arc distance
out 1,029.22 feet to a point of reverse
curvature with a 120.00 foot radius curve;
thence along said curve to the right, through
a central angle of 60° 12' 20', an arc
distance or 139.16 feet to a point of
tangency; thence North 1° 21' 01' East 40.00
feet; thence Horth MB° 18' 59' West 60.00 feet

Page 1 of 2

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10,990-LD-849 9/11/89 HVD/wg

teet; thence South 57° 57' 07° East 109.17 feet; thence South 63° 19' 21° East 211.01 feet; thence South 55° 14' 57° East 105.73 feet; thence South 77° 09' 24' East 69.89 feet; thence South 70° 50' 41° East 116.00 feet; thence South 29° 11' 15° Mest 183.10 feet to a point on the arc of a 1570.00 foot radius curve; thence tot a 1 tangent beating of Morth 60° 28' 45° Mest along said curve from a tangent beating of Morth 60° 28' 45° Mest along said curve foot the Left, through a central angle of 1° 08' 43°, an arc of the Left, through a central angle of 1° 08' 43°, an arc distance of 11.18 feet; thence radially to said curve both 28° 21' 12' Mest 110.00 feet; thence North 63° 31' 48° Mest 111.58 feet; thence North 68° 26' 40° Mest 111.58 feet to the point of beginning.

Containing 8.156 Acres, more or less.

Page 2 of 2

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EXHIBIT "A"

11,178-LD-#52 10/24/89 RS/wg

LEGAL DESCRIPTION LACAMAS SHORES - PHASE 4 CAMAS, WASHINGTON

Real property lying within the Northwest quarter and the South half of Section 34, Township 2 North, Range 3 East of the Willamette Meridian, Clark County, Washington, more particularly described as follows;

Commencing at an iron rod marking the West quarter corner of said Section 34; thence along the North line of the South half of said Section 34, North 89° 21' 09" West 1,609.68 feet to the True Point of Beginning; thence North 36° 40' 47" East 86.75 feet; thence North 53° 19' 13" West 62.74 feet; thence North 36° 40' thence North 53° 19' 13" West 62.74 feet; thence North 36° 40' 47" East 207.76 feet to a point on the Southwesterly line of that property conveyed to the City of Camas by deed recorded under Auditor's File No. 8901180151, records of said county; thence along said Southwesterly line the following courses;

South 54° 14' 31" East 2.14 feet; South 45° 00' 00" East 247.49 feet; South 47° 23' 09" East 203.82 feet; South 68° 11' 55" East 172.33 feet; South 60° 02' 16" East 196.22 feet; South 35° 56' 32" East 148.22 feet; South 50° 44' 26" East 268.63 feet; South 40° 58' 57" East 197.02 feet;

thence leaving said Southwesterly line, South 39° 38' 38" West 73.43 feet; thence South 50° 21' 22" East 81.58 feet to a point of curvature with a 2030.00 foot radius curve; thence along said curve to the right, through a central angle of 2° 41' 26", an arc distance of 95.33 feet to a point of tangency; thence South 47° 39' 56" East 246.86 feet to a point of curvature with a 70.00 foot radius curve; thence along said curve to the right, through a central angle of 51° 26' 17", an arc distance of 61.62 feet to a point of reverse curvature with a 90.00 foot radius curve; a point of reverse curvature with a 90.00 foot radius curve; thence along said curve to the left, through a central angle of 54° 44' 59", an arc distance of 86.00 feet; thence South 38° 01' 22" West 30.00 feet to a point on the centerline of N.W. Lake Road, thence along said centerline the following courses;

North 51° 58' 38" West 544.89 feet to a point of curvature with a 716.20 foot radius curve; thence along said curve to the left, through a central angle of 17° 53' 00", an arc distance of 223.54 feet to a point of tangency; thence North 69° 51'



11,178-LD-#52 10/24/89: RS/wg

38" West 10.40 feet to a point of curvature with a 954.93 foot radius curve; thence along said curve to the left through a central angle of 11° 02' 00", an arc distance of 183.89 feet to a point of tangency; thence North 80° 53' 38" West 122.70 feet to a point of curvature with a 716.20 foot radius curve; thence along said curve to the right, through a central angle of 15° 14' 00", an arc distance of 190.42 feet to a point of tangency; thence North 65° 39' 38" West 354.52 feet to a point of curvature with a 1,909.86 foot radius curve; thence along said curve to the right, through a central angle of 4° 41' 04" an arc distance of 156.15 feet to a point of tangency; thence North 60° 58' 34" West 136.39 feet;

thence leaving said centerline North 29° 01' 26" East 181.59 feet; thence North 36° 40' 47" East 154.25 feet to the True Point of Beginning.

Containing 15.180 Acres.

10/25/89

Page 2 of 2

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A1101 BLING LOCATED IN THE WEST HALF OF SECTION 34 AND THE NORTHEAST QUARTER OF SECTION J3, T 2N. R 3E, OF THE LACAMÀS SHORES - PHASE STATE OF WASHINGTON HOLES A LEGEND WILLAMETTE MERIDIAN נְינוּנו וּיִּין ****** LILY OF CAMAS POLYMENT DE LIVE THE PROPERTY OF THE PROPERTY The state of the s SHIVE CHES GERINGENION HISTHICT III ALTH OFFICER COUNTY ASSESSOR COUNTY AUTHOR 41 metett gine mit inner eine CITY PLANING COMMISSION CHY EHOHATH Said Second P.B. line CITY MAYOR ्रें देशके

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THE STATE BASES LIME SMEATH THE SCORES OF LAND TO SEE SEED STATES IT THE MAY, THE MAY SHADE THE SOCKALE IN B. 118 KIMS. MOTE: MANES ACTUED THE CITY OF CAMES OND ME I'M H-494 | 100[CATE & 1/2"110" 1000 000 | 171 AT ALL COMES | 101 CATE TOWN 1/1"10" 1000 | 100 CATE TOWN 1/1"10" 1000 Weeks & Speed NOTES AND LEGEND BEING LOCATED IN THE NORTHEAST OUARTER OF SECTION 33, AND IN THE NORTHWEST OUARTER OF SECTION 34 TOWNSHIP 2 NORTH, RANGE 3 EAST OF THE WILLAMETTE MERIDIAN . . CITY OF CAMAS, WASHINGTON PREPARED BY. SURVEYOR'S CERTIFICATION

THEIR CRITICAL HILLS IN COLUCT TO THE COLUCT T SCALE 11100 LACAMAS SHORES - PHASE Galul Lours Galul Lours Here I some DISTRICT HEALTH OFFICER COUNTY ASSESSOR AUGUST 1960 COUNTY AUDITOR Jugar 30 RS CITY MAYOR

LINEAR OF SCHOOL THAT TOWN THE TOWN UIRM III COMMISSION 12 537 6' WILL ST. 5' WILL ST. 5' CITY ENGINEER 2 O trans O trans O trans O popur G towar O popur international popular international popula () a. mir () a. war () a. craw () some () sear () tone O P. CON. (O C. BAN. (C) P. BAN. O A . may O A . GBU' (B A . GBT)** THE PROPERTY OF THE PARTY OF TH () 4. graff () 4. graff () 4. 127157 F 08 O STATE O STATE CURVE CATA 60 H-494 00

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800. H-505 1 V. LAI DOS ALGERTA RE LOS "1237 DI" SE ALGERTA RE 101 PA 11. DE 13. DE NO DIESET DESTEVEL ACCESS SEALS PERSONS. GENERAL NOTES as we return and the time and the time of time o The The Tay & Spelle NOTES AND LEGEND PREPARED BY: COUNTY ASSESSOR

HI LLI HER THE MONITORING WEEK, HALL THE COUNTY, NO. 1011 MAN HER MONITORING WEEK, THE OF MANIFORM. ting july to the transmitted that the transmitted transmitted to the transmitted transmitte BEING LOCATED IN THE NW 1/4 AND THE SOUTH HALF OF SECTION 3/ TOWNSHIP 2 NORTH, RÅNGE 3 EAST OF THE WILLAMETTE MERIDIAN A ACT DATE OF BY DAME A COUNTY AUDITOR STATISCO 64 3CALE:1*100' FEET CHARMON STOAKE BELINE LACAMAS SHORES - PHASE Read while feel to million DISTRICT HEALTH OFFICER CITY OF CAMAS, WASHINGTON SEPTEMBER 1968 CLIFTER EDITOR IN 1804 . CANTO A MINUTE STATE OF THE STA Charles than County CITY PLANNING COMMISSION THE CHENGER 111 W Call 12 / 100 LIST CHE CHAIL THE PARTY COUNTY OF THE PARTY O CITY MAYOR () \$.077' () \$.087 () \$.077' () \$.087 () \$.077' () \$.087 () \$.077' () \$.087 () \$.077' () \$.087 () \$.08 200 mm () h. Und () H. G brew G brevs G brew brew | one | () b. str. () b. w. r. () b. w. r. () b. w. r. () b. w. r. () b. c. r. () b. c O D. COT O D. LTT O D. COT O D O A-DIM O A-PTS' O A-BTS' O L-BS' () h. w. tr () h. w. tr () h. w. tr () h. tr () O seers () s ₩ ₩ ₩ ₩ CURVE DATA

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LANDSCAPE LIST

WETLAND AND ADJACENT UPLAND PLANTS
PROVIDING HIGH WILDLIFE VALUE

419

395 ... **62**

PRELIMINARY 1.15T OF HEILAND AND ADJACENT UPLAND PLANTS HITH MILDLIFE VALUE (Adapted to Hestern Mashington Freshwater Areas)

COMMENTS	Attracts Goldeneye, Bufflehead, Canvasback Redhead, Ruddy, and Ring-necked Duck	Attracts Hood Duck, Back Duck, Goldeneye, and Bufflehead	Attracts Goldeneye and Bufflehead	Attracts Prairie Dabblers, Hood Duck, Black Duck, Goldeneye, and Bufflehead	Attracts Prairie Dabblers, Hood Duck, Black Duck, Goldeneye, Bufflehead, Canvasback, Redhead, Ruddy, Ring-necked Duck, Greater and Lesser Scaup, Inland Geese and Swans	Attracts Prairie Dabblers, Canavasback, Redhead, Ruddy, Ring- necked Duck, Greater and Lesser Scaup, Inland Geese and Suans; saline or brackish water
SPECIES	I	Ξ	=	Ξ	3	=
HILDLIFE FUNCTION	Ŀ	L.	Z	π.	u. Ž	ů Ž
SCIENTIFIC RVG. NAME SIZE	Geratophyllum demersum	Lemna spp.	Polysepalum	Polygonum spp.	Potamogeton spp.	Ruppia maritima
CORFIGN	!!!!!!!!!!!!!!!!!!!!!!!!!!!!!!!!!!!!!!	[भग] वर्ष कर्म	Spatter Dock	רושהן ורוויק	Sagu Pondweed	39.6 6?

PAGE __

COMMENIS Retracts Hood Duck, Black Duck, Goldenkye, and Bufflehead Attracts Hood Duck, Black Duck, Goldeneye,	and Burriescon Altracts Goldeneye, Bufflehead, Canvasback, Redhead, Ruddy, Ring-necked Duck, Inland Geese, Suans, and Brant; saline or brackish	Attracts Prairie Dabblers, Goldeneye, and Bufflehead	Attracts Indland Grese and Suans; saline or brackish water	Attracts Prairie Barn Dabblers	Attracts Prairie Dabblers, Goldeneye, Bufflehead, Inland Geese and Swans	Attracts Figurie Dabblers, Inland Grese and Swans	Attracts Prairie Dabblers	
SPECIES II	I	I	x	I	=	≖	Z'	
FUNCTION FUNCTION F	z	π. π	1	u.	Ľ.	z	z.	
SCIENTIFIC RVG. SIZE Spirodela SPP. Holffia punctata	Zostera nar 10a	Carex spp.	Shore Salt Grass Distichlis spicata	Echinochloa crusgalli	Eleocharis spp.	Equisetum spp.	Jincus effusus	
ניי כיין Dirckweed	Hater-meai	Laer gent Species:	Shore Salt Gras	,	Yard Grass	in thurseless of	Scouling Kush	42 64

		CONHON	SCIENTIFIC NAME	RVG. SIZE	HILDLIFE FUNCTION	SPEC1ES	COMMENTS
		MINE	NAME		u	1	
		Buttercup	Ranunculus spp.		- (3	Attracts Inland Geese
		61 assuurt	Salicornia		د	:	and Swans; brackish water
		Bulrush	Scirpus spp.		z	Ξ	Altracts Prairie Dabblers, Hood Ducks, Goldeneye, Bufflehead, Canvasback, Redhead, Ruddy, and King-necked
		Cattail	Typtia latifolia		u.	t	Usluable to a variety of uildlife
		Het Areas:	Acer circinatum 15-20°	15-20	ı	ug, S, H, FGM, SM	Valuable for Erosion control; Ornamental
		U.S. leaf Hable	Acer	40-100	C,F,N		Hinter roosting for mammals and birds
		La la fin	macrophyllum	16-20	1	UG, S, FGM	Loves moist uet sites
		Mountain Alder Ked Mider	Almus rubra Almus rubra	40+1	I	116, S, FGM	Valuable for restoring barren land by nitro- gen fixing capability
P.	Ē	Ked-osier Dogwood	Cornus stolom fera	6-15'	L.	us, s, fGM H, SM, H	Produces white berries used by game birds, songbirds, and bears
AGE	water _	Clouglas Hauthorne	Crataegus donglasii	20•	G, F	Z	Good wildlife cuver; Popular to 20+ bird species
U		Ur egon Ash	Frakinum Jatifolia	t	. 1	ř	Frost hardy, arought tolerant
	9ខ 65	2 2					

		×	SCIENTIFIC F	AWG. STZE	HILDLIFE FUNCTION	SPECIES	COMMENTS
		NAME Elak Cottonwood	9	1	,	•	Fast grouing, provides good buffer
		Hild Nootka Rose	Rosa nutkana	1	ı	•	1
		Salmonberry Satts Hillow	Rubus spectabilis - Salix silchensis 15º	- 12,	1 4	5 US, 5, FGH SM, H	- Excellent erosion control; forage value
		Hurdhack Sronbert y	Spirea douglasti Symptoricarpiis albus	9-6 \$	1 T.	 115, 5, H, FGH, SH	Deer graze the follage for salt; brilliant white berries; berries popular to grouse and songbirds
	•	. <u>Upland Areas:</u> Grand Fir	Abses grandss	09	L	v	Best in deep, moist, allovial soils
		Saskatoon Serviceberry	Amelanchier alnifolia	6-15	F, B	5, 11, FGM, UG, SM	Bright white flowers add ornamental value
		Lumtkumtck	Arctostaphylos uva-ursi	29	u_	FCH, UG	Berries favored by grouse and bears
,		Siberian Pea Shrub	Caragana arborescens	10-15'	u.	νn	Nummingbirds love the yellow flowers, excellent for uindbreaks
·		Redsten Cenothus	Ceanothus	3-10'	cs ,	=	popular browse plant for deer
٠ ٢٠		Hestyn Clematis	Seguines Clematis Tigusticifolia	1	u_	911	Climbing Vine; showy uhite flowers
66	399	423					

COMMENTS	Food (nuts) for qual, grouse, pheasants, squirrels, uhite- tailed deer	20 species of birds eat the fruit; tolerates high water table	Needs well drained soils; only females produce fruit	Needs full soon	Tubular red flowers in clusters; holds fruit into winter	Yellow flower clusters and purple grape-like fruit	Popular to 33 bird species; white to pink flowers	Hell adapted on moist sites	produces purple fruit	Figrant white flowers; stiff thorny branches	
SPECIES	uG, SH, S, FMG	w	ŧ	1	s	1	vi	Ξ	տ	ı	
HILDLIFE FUNCTION	u.	ü.	u.	L	u	u_	u.	83	u.		
RVG. SIZE	νı	15-25'	30-60°	15-30'	29	29	15-20"	ı	10-50	6-15'	
SCIENTIFIC NAME	Corylus	Elacagnus angustifolia	lleж aquıfolıum	Juniperous		Mahonsa repens	Malus baccata	Populus tremuloides	Prunus	virginiana Pyracantha spp.	
Ξ	American Hazlenut	Russian Olive	English Holly	3	Rocky ntn Juniper Juniper Juniper	Creeping Oregon Grape	Siberian Crabapple	Unakını Aspen	thop echet it	F 11 ethor n	424
-	_									;h.	400

_	NOHHOO	SCIENTIFIC 6	AVG. STZE	WILDLIFE FUNCTION	SPECIES	CONHENTS
	NRHE (cara	.dds snu	20-40	u_	1	40 bird species eat insects harbored on this plant
	Golden Currant	Rives aureum	1	٦ , ٣	5 '911	Good for hedges; Cover for game birds
	Black Locust	Robinia pseudoacacia	HS	ı	1	Fast growing; improves soil through nitrogen fixing
	Hoorts Rose	Rosa woods11	3-8,	t	σ	Erosion control as uell as uildlife use; native
	undebark Raspberry	Rubus	ú	J. F.	1	Black fruit ripens in late summer
	pacific Blackberry	le ucodermis Rubus ursinus	v,	Ŀ	ı	The northwest's only native blackberry
	Scoulers Hillau	Salık scouleriana	30,	œ	FGM	Browsed by mule deer and livestock
	mollin and	Salix sitchensis	12,	F, C	1	•
	5.1.1.8 5.1.1.8	Salvia spp.	1-2,	ι		Popular to hummingbirds
	Ulue Elderberry.	Sambucus cerulea	Ŋ	u.	v	Greamy flat tupped edible fruit
	ked Elderberry	Sambucus	6-15'	ů.	л	Prune to avoid leggy appeance
	Sitka Mn Ash	Sorbus	3-15	u .	•	Food for 21 bird species
4	Hustern Red Cedar	Thuja plicata		C,F	. 1	Good winter cover on moist sites; seeds for birds

PAGE 7

FUNCTION SPECIES CONNENIS	prefers shade; blue berries	Best in moist, conif-	erous woodland setting
SPECIES	S	ď	1
FUNCT ION	L	,	ı.
AVG. SIZE	6-15'		6-15,
SCIENTIFIC	Ning	ovatum	Vaccinium
CONHON	NAME	Evergreen Huckleberry	Red Huck Leberry

Nursery List

Plants of the Hild p.O. Box 866 Tekcs, HA 99033 (503) 284-2848 Contact person - Len long E H

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. HE =

Kester's Hild Game Food Hurseries, Inc. P.O. Box V Omro, HI 54963 (414) 685-2929 u ¥

Independent Ecological Services 1514 Muirhead Olympia, HR 98501 (206) 943-0127 Contact person " Rex Van Hormer 1ES =

Functions/Usines

Nesting Food Source Cover Browing Value

6C : Ground Cover 5 = Shrub 112 tc, abe 1224

427

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Northwoods Hursery 28696 S. Cramer Road Holalla, OR 97038 (503) 651-3737

HH Biological Enterprises
23351 S. Bosky Deli Lane
Hest Linn, OR 97058
(503) 638-6029
Contact person - Stan Jewitt

Fur and Game Mammals--bark, foliage, seeds, fruit Bear, Coyote, Opossum, Rabbit, Raccoom, Skunk, Squirrel, Beaver Sunghirds--bids, fruit, needles, seeds
Blackbird, Bunting, Chat, Chickadee, Coubird,
Blackbird, Bunting, Chat, Chickadee, Grosbeck, Jay,
Crossbill, Crow, Finch, Flicker, Grosbeck, Jay,
Junco, Kinglet, Lark, Nutcracker, Nuthatch,
Phoebe, Robin, Siskin, Sparrow, Ifinager, Thrush,
Touhee, Haxwing, Hoodpecker, Hren upland Gamebirds-buds, fruit, needles, seeds Grouse, Dove, pheasant, Pigeon, Quail Small Mammals--bark, fruit, seeds Chipmunk, Mice Hoofed Browsers--foliage, tulgs Deer, Elk + CH = : HS = 9H v

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Haterfowl--seeds, young plants Ducks, Geess

Species Key

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NATIVE PLANTS UTILIZED BY WILDLIFE

		NTS UTILI		Species			Ĺ
Trees. Shrups, Plants	*	uc	S	FGM	SH	н	
Trees, Sartes					3	2	
Pine		4	18	2	i	2	
Spruce		1	1 2	3	1 1	1	
Hemlock		1	3	3	1	2	l l
Douglas fir		1	1 2	1 4	2	j .	
Hazelnut		l i	6	4	1	2	
Birch		2	6	1	2	2 2	
Alder	1	5	18	6	1 1	1	
Mountain 45h	1	1	15	4	3	2	1
Serviceberry	į	2 2	9	6	1	1 1	1
Maple	1	3	11	1		1	
Holly Sumac	1	4	16	7	1 i	2	1
Blackberry	1	1	22	\ i	i		
Rhododendros		3	6	5	1	2	Ì
Aild Lose		5	18		١,	; z	
Crapes		1	15	, 6 , 4	2	; ī	!
Bunchberry	1	1 2	1		1	. 1	
Salal	1	1	4	1	1	1 !	ļ
Oregon grape	1	\ 2	8		2	1	ł
Huckleberry Blueberry	l	2	15	6 2	5		1
Elderberry	1	3	2	1 5	2 2	2 2 2	
Snowberry	-	1 1	8	1	1	2	
Honeysuckle	1			1		'	
Herbacenes Plants							
Skunk cabbage	1	2	1	1	1	1 .	
Jack-in-the-pulpit	l .	i	5		1 !	1	1
Columbine Sheep sorrel and dock	: 1	3	8	1	1		Í
Miners lettuce	1	2	10	1	ł	ļ	l
Chickweed	1	2	1 '3	3	2	1	
Buttercups	'	1	1	1	1	1	1
Baneberry	ł	3	! 6	4	2	1 '	1
Stramberry	,	1 !	2	1		! .	
Lupine	i	1 2	3	3		1 :	İ
Clover		2	1 1		1 :	1	
Wild geranium		3	5		1	1 '	1
Alog garrer		3	1	1	i	2	1
Fireweed		2	'	1	2	1	429
Wild carrot		1 2		1	!	1	423
Horning glory	!	1	1	2	1		
Plantain Coldenrod	i	1	19	2	Ż	1	
Sunflower		3	1 7	1	2	1	i
Dandelion				1			1
Cultivated Planes	;						
		2	5 18			3 !	
Theac	;	2	4 15			, .	
Corn		٠,	3 13				1
Apple	į	1	1 19	3		ļ	1
Cherries Pears		1	1	2	1	1	

LANDSCAPING LIST (PART B)

POPULAR NORTHWEST SONGBIRD AND UPLAND GAME SPECIES AND THEIR PREFERRED PLANT FOOD

Biras		Food Type
Red Crossoill (U) Permanent resident Coniferous forests	Animal food: Plant food:	spiders, caterpillars, fly larvae, beetles and their larvae, plant lice, spittle bugs, pine, larch, hemiock, spruce, Douglas fir, ragmeed.
Rufous-sided Townee (C) Permanent resident Thickets	Animal food: Plant food:	beeties, caterpillars, ants, moths, grass- hoppers, crickets, bugs, flies, oak, raspberry, oats, wheat, minersiettuce, poison-oak, sumac, snowberry, gooseberry, barley, filaree, dock.
Savanneh Sparrow (V) Permanent resident Fiolds	Animal food: Plant food:	boatles, caterpillars, ants, grasshoppers, bugs, flies, spiders, and snails. crab grass, chickwood, pigweed, sorrel, sedge, sunflower, minerslattuce, barley.
White-growned Sparrow (V) Personent resident Willows, brush	Animal foods Plant foods	ants, caterpillars, beetles, grasshoppers, bugs, spiders. pigweed, oats, chickweed, tarweed, mineriettuce, star-thistie, goosefoot, blackberry, elderberry.
Colden-crowned Sparrow (V) Winter resident Brush, thickets	Animal food: Plant food:	ants, wasps, bees, caterpillars, and beeties. flowers of various plants, fescuegrass, cats. star-thistie, poison-oak, ryegrass, tarweed, pigweed, chickweed, knotweed, nightshade, wheat. Hayweed, barley, buttercup, filarce.
Fox Sparrow (C) Permanent resident Brush, thickets	Animal foods Plant foods	millipedes and ground beetles. ragueed, bearberry, grape, knotwaed, raspberry, pigweed, hackberry, poison-oak, nightshade. tarweed, chickweed, barley.
Oregon Junco (V) Permanent resident Hixed woods, fields	Animal food:	grasshoppers, leafhoppers, spiders, files-
Black-headed Grosbeak (C) Summer resident Deciduous woods	Animal foods	bees, wasps, spiders, snalls.
Evening Grosbeak (V) Permanent resident Conifers, deciduous woods	Animal food	spiders.
Lazuli Bunting (U) Summer resident Thickets, brush	Animal food	bugs, ants.
House Finch (V) Permanent resident Residential areas, farms	Animal foo	
Pine Siskin (Y) Permanent resident Mixed woods	Animal for Plant foo	larvae.
'American goldfinch (C) Permanent resident Farmiand, mixed woods	Animal for Plant roo	

W = very common; C = common; U = uncommon; R = rare; E = extremely rare

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		Food Type	
Birds			
ciler's Jay (C) crmanent resident ixed conifers		waso, bectics, grasshoppers. oak, elderberry, cherry, oats, wheat, raspberry, pine, dogwood, bariey, corm, sunflower.	
rub Jay (C) ermanent resident	Animai food:	grasshoppers, wasps, bees, beatles, cater- pillars, flies, bugs, spiders, lizards, frogs, smails.	
than areas, brush	Plant food:	analia, pine seeds, corn, oats, wheat, cherry, oak, raspberry, serviceberry, elderberry, sunflower.	
Permanent resident Open woods, farms	Animal food:	grasshoppers, scarab beetles, carrion, ground beetles, caterpillars, crustaceans, amphibians, reptiles, spiders. corn, wheat, oak, mulberry, cherry, buckeheat, oats, sumac, blackberry, poison-oak, Virginia creeper, bayberry, serviceberry, dogwood,	
Rack-capped Chickadee (C) Permanent resident Deciduous woods	Animal foods	strasberry, compea, grape, greenbrier.	
Chestnut-backed Chickadee (C) -Permanent resident -(Conifers, mixed woods	Animal foods	caterpillars, spiders, aphids, beetles, ants.	
Bushtit (C) - Persament resident - Deciduous woods	Animal food	spiders.	
White-breasted Nuthatch (U) Permanent resident Hixed woods	Animal food	pillars.	i
Red-breasted Nuthatch (C) Permanent resident Mixed woods, confers	Animal foo	caterpillars.	
American Robin (V) Permanent resident All habitats	Animal foo	millipedes, centipedes.	
Varied Thrush (U) Permanent resident Conifers, mixed woods	Animal fo	insects.	
Swainson's Thrush (C) Summer resident Conifers, mixed woods	Animal fo	grasshoppers, and other insects, as well as spiders, millipedes, snails, somougs, and earthworms.	4

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Sirds	Food Type
ever Blackbird (V)	beeties, caterpillars, crickets, grasshoopers, aphids, spiders, centipedes, sowbugs, snails. corm, cats, wheat, sunflower, chickweed, barley, dandelion.
Maira (C)	grasshoppers, besties, caterpillars, spiders, syriapods. Plant food: oats, ragueed, corn, sunflower, knotweed
estern Tanager (U) Summer resident Moodlands	Animal food: wasps, bees, ants, beetles, bugs. Plant food: cherry, rasoberry, mulberry, ciderberry, serviceberry.
ermit-Thrush (U) Persanent resident Deciduous woods, conifers	Animal food: beetles, ants, caterpillars, files. Plant food: holly, dogwood, serviceberry, sumac, grape, blueberry, raspberry, snoeberry.
uby-drowned Kinglet (C) Perminent resident Hixed woods	Animal food: wasps, bugs, flies, besties, plant lice, insect eggs. Plant food: poison-oak, galls, ciderberry.
Colden-crowned Kinglet (C) Permanent resident Coniferous forests	Animal food: wasos, bugs, flies, beatles, plant lice, insect i eggs. Plant food: none.
Ceder Waxwing (Y) Permanent resident Open woods, near water	Animal food: Plant food: Plant food: Description: Desc
Starling Permanent-resident Fields, farms, urban arcas	Animal food: Plant food: Cherry, summer, bayberry, mulberry, elderberry, pulson oak, apple, grape, corn, red cedar, dogwood.
Varbling Vireo (C) Summer-resident Deciduous woods	Animal food: Plant food: plant food: bunchberry, dogwood, pokeweed, cherry, sumaceliderberry, poison-oak, snowberry.
House-Sparrow (V) Permanent resident Residential areas, farms	Animal food: Plant food: wheat, oats, corn, sorghum, barley, knotweed, sunflower.
Violat-green Smallow (V) Summer:resident Hear water, urban areas	Animal food: meewels, Hay beetles, winged ants, wasos, bees, files, bugs, moths, dragonfiles, spiders, and occasionally grasshoppers. Plant food: none.
Tree Swellow (V) Summer resident Rivers, mountain lakes	Animal food: flies, beeties, ants, bees, wasns, bugs, moths, grasshoopers, dragonflies, other insects, spiders. Plant food: red cedar, dogwood.
Barn Seallow (V) Summer resident - Hear water, fields	Animal food: beetles. weevils. winged ants. wasp, bees. flies. bugs, moths. gragonflies, spiders. grasshoppers. Plant food: none.
Cliff:Swallow (V) - Summar-resident - Buildings, rock scaros	Animal Food: beetles, weevils, winged ants, waso, bees, flies, bugs, moths, dragonfiles, spiders, grassnoopers, none.

FOOD TYPES FOR BURDS FOUND IN UPPER WILLNETTE VALLEY AND SURROUNDING AREA

Birds		Food Type
UMMOF resident		lying ants. May and June beetles, flies, leaf the things, mosquitos, moths, grasshoopers.
nex's Swift (C)	Animal food:	caddisflies, Mayflies, beetles, wasps, ants, bees, and true bugs.
Eban diess, maner		smail flies, ants, bees, beeties. gladiolus, petumia, butterfly bush, sage, iris, fuchsia, nasturtius, columbine, canna, minosa, lliac, geranium, begonia, hollyhock, hibiscus, larksyur, clematis, morning-glory, lantana,
Summer resident Residential areas alliope Hummingbird (R) Summer resident Upland meadows	Wild plants:	phlox, rose, four-o'clocks, Chinaberry, clean- der, eucalyptus, scarlet runner bean, lima bean, coral bells, portulaca, passionflower, penstemon, tarweed, tree tabacco, manzanita, lousewort, delphinium, elderberry, thistle, milkweed, fireweed, gentian, morning-glory, red current, columbine, black locust.
ed-shafted flicker (C) Permanent resident All habitats	Animal food:	50% ants and beetles; grasshoppers, crickets, cockroaches, caterpillars, bugs, & various other insects make up balance of diet. oak, poison oak, grape, apple, elderberry, corn, summer, pine, walnut, prune, blackborry, service-berry, holly.
Pileated Woodpecker (U) Permanent resident Woodlands, snags	Animal foods Plant foods	50% ants; beetles (particularly larvae of wood- boring species). elderberry, cascara, cherry.
Lewis Woodpeaker (U) Persament resident Large scattered troos	Animal foods Plant foods	ants, beetles, bugs, grasshoppers, spiders, elderberry, apple, pine, cherry, hawthorn, current, serviceberry, dogwood, poison-oak, corr
Yellow-belied Sapsucker (U) Perminent resident Hixed woods	Animal food:	beetles, ants, caterpillars, spiders, centipedes. wood and sap from trees, poison-oak, fruits, buckthorn.
Hairy Toodpecker (U) Permanent resident Mixed woods, conifers	Animal food:	beetle larvae, ants, caterpillars, adult beetles, spiders, millipedes, and aphids. dogwood, cherry, pokeweed, serviceberry, corn, blackgum, Virginia-creeper, apple.
Downy Toodpecker (U) Permanent resident Mixed woods, deciduous wood	Animal food:	wood-boring larvae, moths, beeties, ants, spiders, snails, caterpillars, aprids, scale, poison-oak, dogwood, corn, serviceberry, oak, Virginia-creeper, apple.
Horned-Lark (U) Persanent resident Fields	Animal food	grasshoppers.
Testern Mcadowlark (C) Permanent resident Fields	Animal food:	ants, bees, washs, bugs.
Redeing Blackbird (V) Personent resident Fresh marshes	Animai food	hoppers, ants, snails, crustaceons, spiders.

Tarvery common: C = common: U = uncommon: R = rare; E = excremely rar

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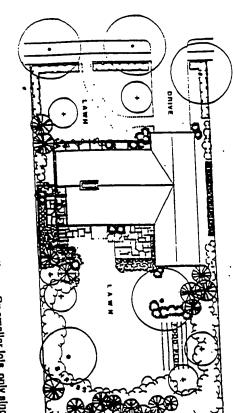
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		5.	
8irds į		Food Type	
ong Sparrow (V) Permanent resident Brush, thickets		beeties, grasshoopers, crickets, caterpillar, ants, and true bugs. pigweed, knotweed, minerslettuce, cats, starthistie, chickweek, filarce, corn, dock, blackberry.	
irple Finch (C) Permanent resident Conifers, deciduous woods	Animal food: Plant food:	insects are eaten very sparingly (aphids or caterpillars). clm, tuliptree, apple, cherry, peach, red codar, mapie, ragmend, dogwood, honeysuckle, sweetgum, ash, birch, beech, grape, poison—oak.	
estern Bluebird (U) Permanent resident Clearings	Animal food:	mainly grasshoppers, followed by caterpillars, beetles, ants, bees, wasps, flies, spiders, sowbugs, snails, earthworms, & centipedes, grape, mistletoe, elderberry, blackberry.	
lue Grouse (E) Permanent resident Forests, wooded siones	Animal food: Plant food:	summer and early fall, 10% of diet beetles, leafhoopers, sawfly larvae, grasshoppers, ants. fir, Douglas fir, cats-ear, larch, clover, sedge, sorrei, mountain ash, thimbleberry, salai, willow, serviceberry, currant, baisam root.	
uffed Grouse (U) Permanent resident Hixed or deciduous woods	Animal food: Plant food:	the young eat quantities of insect larvae, beetles, flies, snails, ants. clover, sumac, hazelnut, dogwood, blackberry, cherry, apple, hawthorn, eiderberry, raspberry, strawberry, grapes.	
California Quail (C) Permanent resident Woodlands, brush	Animal foods Plant foods	ants, beetles, grasshoppers, crickets. filarce, barley, clover, lupine, deerwatch, oak, oats, ryegrass, chickweed, tarweed, fiddleneck, buttercups, wheat, alfaifa, corn, Russian thistle, black locust, pigweed, dandelion.	
Hountain Quail (R) Permanent resident	Animal food:	ants, ground beetles, leaf hoppers, fly larvae, aphids. lupine, clover, bromograss, oak, wheat, deervetch, barley, filarce, sumac, coilmia, fiddleneck, cedar, tarweed.	
Ring-necked Pheasant (C) Permanent resident Agricultural land	Animal food:	caterpillars, beetles, and their larvae, grass- hoppers, crickets, fly larvae, ents, carthworms, toads, snails, spiders, millipedes. corn, ragweed, skunkcabbage, grape, oats, oak, elderberry, buckwheat, cherry, wheat, summed, dogwood, wild rose, Russian thistie, dandelion, knotweed, sunflower.	43
Band-tailed Pigeon (C) Summer resident Conifers	Animal food: Plant food:	none. oak, cherry, dogwood, oats, elderberry, wheat, madrone, garden pea, saial, thimbleberry, bearberry, pine, hawthorn, barley, blueberry.	_
Mourning Dove (V) Permanent resident Fleids	Animal food: Plant food:	none. fiddleneck, California poppy, star-thistle. mustard, wheat, sunflower, tarweed, pigweed, chickweed, sorghum, filaree, minerslettuce, deervetch.	
Screech Owl (U) Permanent resident Yoodlands	Animal food:	small rodents and large insects, small birds, none.	411
Barn Owl (U) Permanent resident Buildings	Plant food:	small rodents and large insects.	7: 7:

♥ = very common: C = common: U = uncommon: R = rare: E = extremety rare



Creale a landscape design

Your landscaping should consider the many uses of your property. Plantings for wildlife should be along the margins of the house and lot. This allows open space for human activities, yet provides an altractive setting for birds.

Illis landscape design, by John Frey, Lexington, Mass., shows one way to Lexington, Mass., shows one way to vary plantings on a city or suburban tot of about one-third acre. For a tot of this size, 20 to 25 different plant species

are optimum. On smaller lots, only single plants of several species may be feasible. With a much larger lot, a greater variety of plants plus hedges, screens, tood plots, and other massed plantings is possible. Avoid plants needing repeated possible.

applications of peaticides.
In general, trees and shrubs that altract birds grow satisfactorily on well-drained, feitly fertile, loamy soils. The ideal soil has a loose, loamy upper layer 18 inches or more deep. A neutral or 18 inches or more deep. A neutral or slightly acid reaction is preferable. Trees and shrubs should be planted where

LEGEND
LEGEND
LEGEND
LIGHT Fool

Fool

Fool

Fool

Fool

Foresther

Flowerbad

Freegreen screen

Shub border

Freegreen screen

-412

their roots will not interfere with masonry

structures.

Use flowers and other annuals to include the kinds of bird food, to balance crease the kinds of bird food, to balance crease the kinds of bird food to fill in along landscape spacing, and to fill in along landscape spacing, and to fill in along will sand other structures. A small pool wills and other enhance your yard's or pond will turther enhance your yard's attractiveness for you and your birds. Attractiveness for you and your birds. Attractiveness for you and your birds attractiveness for you and your birds attractiveness for you and to fill in the middle of a wooded area or in the middle of a wooded area or in the middle of a wooded area.

Be sure your landscaping allows you to see the birds, perhaps from a window, patto, or terrace.

Foods Preferred by Familiar Birds

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PLANTS	Ì	t	T	ţ	١.,	T	٦		E	Γ	,	1			EMI
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Blackberries	•	•	0	9	إد	oje	oje	=	ļ	7	0	=	3	0	3
Cascara		•	0	=	3	o i)	3	•	1		0		0	3
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Crabagita	0	0	•	oj	oi	• i	ole	9	=)=		10		1	ָ ד
Begweeds	•	0	0	oi	3	9	9	•	C	•	10	io	0	0	0
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2 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0	II.	£1	ij		bere similar plant food habits, the plants were besed on date	<u> </u>			data from beed habit studies,		ŧ	1	had actual plant use by	5	2
by seriou and after	Ī		1		1	1			1	3	1	1	ant determined		
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Food plots.—A food plot helps keep lie birds with you during the winter months. Jays. Inches, juncos, and sparrows are attracted by sunflowers, millets, cereal grains, and com. Plots millets, cereal grains, saveral short rows, or massed plantings, depending on your space. 437

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Call Mar 23 Teu; _ AUGH JR