

FILED FOR RECORD
SKAMIA WASH
BY *Robert Leich*

DEC 6 2 39 PM '90

P. Lowry
GARY M. OLSONDECLARATION
OF
COVENANTS, CONDITIONS AND RESTRICTIONS
HOT SPRINGS SUBDIVISION

THIS DECLARATION, made on the date hereinafter set forth by the undersigned individuals, all of whom are members of the Subdivision, hereinafter referred to as "Declarant",

W I T N E S S E T H:

WHEREAS, Declarant is the owner of certain property in the County of Skamania, Town of Carson, State of Washington, known as the "Hot Springs Subdivision", which is more particularly described on the attached Schedule "A" referred to by this reference and incorporated herein; and

WHEREAS, Declarant will convey the said properties, subject to certain protective covenants, conditions, restrictions, reservations, easements, rights of access, liens and charges as hereinafter set forth;

NOW, THEREFORE, Declarant hereby declares that all of the property on said Schedule "A" shall be held, sold and conveyed subject to the following easements, restrictions, covenants, and conditions, all of which are for the purpose of enhancing and protecting the value, desirability and attractiveness of the real property. These easements, covenants, restrictions and conditions shall run with the real property and shall be binding on all parties having or acquiring any right, title or interest in the described property or any part thereof, and shall inure to the benefit of each Owner thereof.

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ARTICLE I

DEFINITIONS

Section 1. "Subdivision" shall mean and refer to that certain subdivision known as "Hot Springs Subdivision".

Section 2. "Property" shall mean and refer to all those lots comprising the Subdivision referred to in Section 1 above.

Section 3. "Common Area" shall mean and refer to the driveways connecting the lots to the county road and shall be common only to each of the lot owners whose property borders on said driveway(s). Therefore, each such driveway shall be owned in common by the two lot owners bordering said driveway.

Section 4. "Lot" shall mean and refer to any plot of land shown upon the recorded subdivision map of the Property, including the undivided interests in the Common Area.

Section 5. "Member" shall mean and refer to every person or entity who owns a Lot in said Subdivision.

Section 6. "Owner" shall mean and refer to the record owner of the Lot without regard to individuals with security interests in the same. This exclusion shall include contract sellers.

Section 7. "Declarant" shall mean and refer to the original owners of the Subdivision.

Section 8. "Developer" shall mean and refer to R. M. Hegewald and Helen B. Hegewald, husband and wife, and/or Skamania Investment, Inc., a Washington corporation.

ARTICLE II

MEMBERSHIP IN THE SUBDIVISION

Every person or entity who is a record owner of a fee, or undivided fee interest in a Lot within the Subdivision, which is subject by covenants of record to assessment by the Declarant, including contract purchasers, shall be a member of the

Subdivision; provided, however, that if any Lot is held jointly by two or more persons, all such persons shall be members. The foregoing is not intended to include persons or entities who hold an interest merely as security. Membership shall be appurtenant to and may not be separated from ownership of or a contract purchaser's interest in any Lot which is subject to assessment by the Declarant. Upon transfer of the fee interest to, or upon the execution and delivery of a real estate contract for the sale of (or an assignment of a contract purchaser's interest in) any Lot, membership in the Subdivision shall ipso facto be deemed to be transferred to the grantee, contract purchaser, or new contract purchaser, as the case may be.

ARTICLE III

VOTING RIGHTS IN THE SUBDIVISION

The Declarant shall have one class of voting rights which shall consist of all the Owners as defined in Article I and all such Owners shall have one vote for each Lot in which they hold the interest required for membership by Article II. When more than one person or entity holds such interest in a Lot, all such persons or entities may be members. The vote for such Lot shall be exercised as they, among themselves, determine, but in no event shall more than one vote be cast with respect to any Lot.

ARTICLE IV

PROPERTY RIGHTS IN THE COMMON AREA

Every Lot Owner shall own an undivided one-half interest in and to the Common Area and an easement to use said Common Area as a driveway. Said easement shall be appurtenant to and shall pass with the title to, or a contract purchaser's interest in every Lot. All such rights, however, shall be subject to the Declarant's

right to assess the Lot and the Common Area for any maintenance costs that the Declarant levies legally pursuant to these covenants and, the right of the Declarant to suspend the voting rights of any individual who is in default of these covenants.

Delegation of Use. Any member may delegate his right and enjoyment to the Common Area roadway, as well as his enjoyment of his Lot, to the members of his family, or his tenants, who reside on the property; and, subject to regulation by the Declarant to his temporary guests.

ARTICLE V

COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. Each Owner or contract purchaser of any Lot, or Lots, by acceptance of a deed or real estate contract therefor, whether or not it shall be so expressed in any such deed or other conveyance, is deemed to covenant and agree to pay to the Declarant as hereinafter provided: (1) General assessments or charges, and (2) Special assessments for capital improvements; such assessments to be fixed, established, and collected from time to time as determined necessary by the Declarant. All assessments, together with such interest thereon and costs of collection thereof, as hereinafter provided, 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 such interest and costs of collection thereof (including reasonable attorney's fees) shall be the personal obligation of the person who was the Owner-contract purchaser of such property at the time when the assessment fell due. The personal obligation shall not pass to his successors in title unless expressly assumed by them.

provided, however, that in the case of a sale or a contract for the sale of (or an assignment of a contract purchaser's interest in) any Lot which is charged with the payment of an assessment, or assessments, payable in installments, the person or entity who is the Owner or contract purchaser immediately prior to the date of any such sale, contract or assignment, shall be personally liable only for the amount of the installments due prior to said date.

The new Owner or contract purchaser shall be personally liable for the installments which become due on or after said date.

Section 2. Purpose of General Assessments. The general assessments shall be used exclusively for the purpose of improving any lot that has otherwise been left to deteriorate or, for the purpose of promoting the recreation, safety and welfare of the residents of the properties, which may include, without limitation, the construction, establishment, improvements, repair and maintenance of the Common Area, and for any other such services deemed appropriate by the Declarant in any area where the Owner of any Lot has refused to do so, all for which the Declarant may assert a lien against the appropriate Lot Owner. Provided, however, that the first obligation to improve the Common Area shall be by the adjacent Lot Owner who shall have an immediate right to the liens established herein against his co-owner's Lot.

Section 3. Notice and Quorum. Before the Declarant shall take any of the actions outlined above with regard to assessments or liens, written notice of a meeting called for the purpose of taking such action shall be provided to all Lot Owners with all special notices given by certified mail, return receipt requested, to any Lot Owner against whom said lien would be operable. Said

notice shall be given not less than thirty (30) days nor more than sixty (60) days in advance of any such meeting. No action shall be taken at any such meeting unless there are members present, or proxies, entitled to cast at least fifty-five percent (55%) of all the votes of the membership. If the required quorum is not present another meeting may be called subject to the same notice requirements, and the required quorum at the subsequent meeting shall be the presence of members, or of proxies, entitled to cast fifty percent (50%) of all the votes of the membership. No such subsequent meeting shall be held more than _____ days following the preceding meeting. Any action at the subsequent meeting may be taken if a quorum is present by a majority vote of such quorum present.

Section 4. Date of Commencement of Assessment Due Dates. The due date of any assessment authorized hereinabove shall be fixed by the Declarant by resolution authorizing such assessment.

Section 5. Effect of Non-Payment of Assessments - Remedies. If any assessment is not paid within thirty (30) days after it was first due and payable, the assessment shall bear interest from the date on which it was due at the highest lawful rate per annum and the Declarant 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's fees of any such action shall be added to the amount of such assessment and all such sums shall be included in any judgment or decree entered in such suit. No Owner or contract purchaser shall be relieved of liability for the assessments provided for herein by non-use of the Common Area or abandonment of his Lot.

Section 6. Subordination of the Lien to Mortgage. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage (and to the lien of any second mortgage given to secure payment of the purchase price) now or hereafter placed on any Lot. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot, which is subject to such first mortgage, or purchase money second mortgage, pursuant to a decree of foreclosure under such mortgage or in lieu of foreclosure thereof, shall extinguish the lien of such assessments as to payment thereof, which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability from any assessments thereafter becoming due or from the lien thereof.

ARTICLE VI

ARCHITECTURAL CONTROL

Section 1. Architectural Control. No building shall be erected, placed or altered on any lot (residential or non-residential) on the property until the building, plans, specifications, plot plan, landscaping and fencing plan, showing the nature, kind, shape, height, materials, and location of such building have been approved in writing as to conformity and harmony of external design with existing structures in the Subdivision, and as to location of the building with respect to topography and finished ground elevation, by the Architectural Control Committee appointed by the Board of Trustees, or by a representative designated by a majority of the members of said committee. In the event said committee or its designated representatives fail to approve or disapprove such design and location within forty-five (45) working days after said plans and specifications have been

submitted to it, approval will not be required and this Article will be deemed to have been fully complied with. Neither the members of such committee nor its' designated representatives shall be entitled to any compensation for services performed to this covenant. The Architectural Control Committee shall be composed of three or more representatives who shall be appointed by the Board of Trustees of the Declarant.

All plans, specifications and plot plans which must be submitted for approval hereunder shall be submitted to said committee at the following address:

Architectural Control Committee

% R. M. Hegewald

Carson Mineral Hot Springs, Inc.

Carson, WA 98610

or to such other address as may hereafter be given in writing to the owners or contract purchasers involved by said committee.

Section 2. Signs. No signs shall be erected or maintained on any residential lot in the subdivision, except that not more than one approved FOR SALE or FOR RENT sign placed by the owners or builder or by a licensed real estate broker, not exceeding eighteen (18) inches high and twenty-four (24) inches long, may be displayed on any Lot.

Section 3. Dwelling Quality and Size. The ground floor area of the main structure, exclusive of one-story open porches and garages, shall be not less than 1,400 square feet for a one-story building and not less than 1,100 square feet for a split level dwelling (main living area). All houses shall have a two-car garage. Any dwelling or structure erected on any Lot shall be

completed as to external appearance, including landscaping consistent with the established landscaping design within the properties, within nine (9) months from the date of commencement of construction. No structure erected elsewhere may be moved upon any Lot in the Subdivision. Construction of all dwellings shall begin no later than one (1) year after the acquisition of the Lot by the Lot Owner and shall be completed no more than two (2) years after the original permit is issued, provided that said time may be extended by the Architectural Committee in the event the Lot Owner can provide said Committee with satisfactory evidence of good cause as to why completion has not been made.

Section 4. Vacant Lot Assessment. After the elapse of two (2) years from the initial sale of any lot, if a dwelling has not been completed and certified for occupancy, the Lot Owner shall be liable for a \$500.00 annual assessment, payable to the Declarant, each year until such completion and certification.

ARTICLE VII

EXTERIOR MAINTENANCE

In the event an Owner of any Lot in the properties shall fail to maintain the premises and the improvements situated thereon in a manner satisfactory to the Board of Trustees, the Declarant, after approval of two-thirds (2/3rds) vote by the Board of Trustees, shall have the right, through its' agents and employees, to enter upon said parcel and to repair, maintain, and restore the lot and the exterior of the buildings and any other improvements thereon. The cost of such exterior maintenance shall be added to and become a part of the assessment to which such lot is subject.

Every Lot Owner in the Subdivision assumes the risk of owning property along a golf course and agrees to save the Developer, and the other Lot Owners, and the golfers, harmless from any liability, other than intentional harm, arising out of the conduct of the sport of golf on said golf course.

ARTICLE VIII

USE RESTRICTIONS

Section 1. Enjoyment of Property. The owners shall use their respective properties to their enjoyment in such a manner so as not to offend or detract from other Owner's enjoyment of their own respective properties. The owners of each lot shall not illegally enter upon the golf course, or permit their guests to do so. Access to the golf course shall be only as designated by the owners and operators of the course. A violation of these rules shall result in the owners forfeiting their right to the use of said golf course and may result in the Declarant building an appropriate fence on the property line.

Section 2. In Derogation of Law. No Owner shall carry on any activity of any nature whatsoever on his property that is in derogation or in violation of the laws and statutes of the State of Washington.

Section 3. Pets. Owners shall observe and obey the laws applicable to the residents of the County of Skamania pertaining to care, control and husbandry of animals and pets.

Section 4. Commercial Activity. There shall be no commercial activity by the members of the Declarant Subdivision within the Properties of this Subdivision; provided, however, that the Developer may maintain a real estate sales office within said Properties.

Section 5. Temporary Structures. No structure of a temporary character, such as a trailer or shack or other out-buildings, shall be used on any Lot at any time as a residence.

Section 6. Nuisances. No noxious or offensive activity shall be carried on upon any Properties, nor shall anything be done thereon which may become a nuisance as such is defined in the laws of the State of Washington.

Section 7. Livestock and Poultry. No animals or livestock or poultry of any kind shall be raised, bred or kept on any Lot except that dogs, cats or other household pets may be kept according to the provisions of Section 3 hereof.

Section 8. Garbage and Refuse Disposal. No Lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in a sanitary container.

Section 9. Water Supply. No individual water supply system shall be permitted on any Lot.

Section 10. Antennas. No radio or television antennas shall be placed on the exterior of any structure.

Section 11. Views. If any outbuilding or fence is not subject to the Architectural Committee's approval, it shall be designed and constructed in such a fashion so as not to materially obstruct the view of any other lot owner and, in no event shall any fence be any greater than six feet (6ft.) in height.

ARTICLE IX

GENERAL PROVISIONS

Section 1. Enforcement. The Declarant, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, easements, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Declarant or by any Owner to

enforce any covenant or restrictions hereby contained shall in no event be deemed a waiver of the right to do so thereafter.

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

Section 3. Amendment. The covenants and restrictions of this Declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by the Declarant or the Owner of any Lot subject to this Declaration, their respective legal representatives, heirs, successors, and assigns, for a term of twenty (20) years from the date this Declaration is recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years. The covenants and restrictions of this Declaration may be amended during the first twenty (20) year period by an instrument signed by not less than ninety percent (90%) of the Lot Owners, and thereafter by an instrument signed by not less than seventy-five percent (75%) of the Lot Owners. Any proposed amendment must be consistent with the approved development plan for the P.U.D. and may not contravene the Skamania County P.U.D. Ordinance and must be properly recorded.

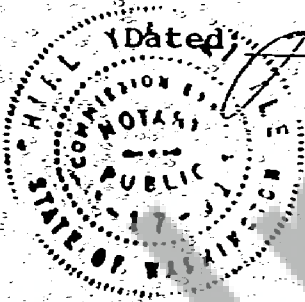
IN WITNESS WHEREOF, the undersigned, being at least ninety percent (90%) of the Lot Owners, have set their hands and seals this 21 day of June, 1990.

[Signature]
President,
SKAMANIA INVESTMENT CO., INC., a
Washington Corporation

STATE OF WASHINGTON)

County of Skamania)

I CERTIFY that I know or have satisfactory evidence that each of the above named persons personally appeared before me and signed this instrument and acknowledged it to be his/her free and voluntary act for the uses and purposes mentioned therein.



Dated: June 21, 1990

Shirley A. Brown
Notary Public in and for the State of
Washington, residing at Stevenson
My commission expires 8-17-91

SCHEDULE "A"

(Attachment to DECLARATION OF COVENANTS, CONDITIONS AND
RESTRICTIONS - HOT SPRING SUBDIVISION - Dated June 21, 1990)

Real Property/Skamania County, Washington

Lots 1 through 20 of HOT SPRINGS SUBDIVISION, according to the
official plat on file in Book B of Plats, at page 64, records of
Skamania County, Washington, being a Subdivision of Lot 11 of Short
Plat recorded in Book 3, Page 61, in a portion of the SW4, Section
21, T2N, R8 E.W.M., Skamania County, Washington.