

**DECLARATION OF CONDITIONS, RESERVATIONS, AND RESTRICTIONS
FOR
MAPLE VIEW ACRES**

Pursuant to the Laws of the State of Washington and pertaining to and affecting a Joint Venture named **Maple View Acres**, and its assigns or successors in interest, and to which these declared Conditions, Reservations, and Restrictions shall be made applicable by declaration of the owner or owners or dedicators of any such plat.

TO THE PUBLIC:

KNOW ALL MEN BY THESE PRESENTS, that a Joint Venture by the name of **Maple View Acres**, (hereinafter referred to as "**Declarant**"), hereby declares as follows:

WITNESSETH:

WHEREAS, Declarant hereby certifies and declares it has established and does hereby establish the following general plan, including, but not limited to, the Conditions, Reservations, and Restrictions herein defined, for the improvement, protection, and benefit of property in Maple View Acres, and its assigns and/or successors in interest, and to which these declared Conditions, Reservations, and Restrictions shall be made applicable by declaration of the owner or owners or dedicator of any such plat, which plats, individually and collectively, are referred to herein as "Maple View Acres", and legally described in Exhibit "A" attached hereto and by reference incorporated herein fully; and

WHEREAS, Declarant does hereby establish the following Conditions, Reservations, and Restrictions subject to which each and all residential lots and parcels, single family dwellings, and residential units and lots of every kind and nature and to any other buildings of any nature or purpose in Maple View Acres, all of which are herein referred to as "Lots or Units or Parcels" shall be held, used, occupied, leased, sold, assigned or conveyed; and

DECLARATIONS (11-6-91) - 1

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WHEREAS, said Conditions, Reservations, and Restrictions, each and all of which shall run with the land and touch and concern the land and shall inure to the benefit of, be imposed upon, and pass to the successors in interest of each and all said lots and parcels as a servitude in favor of and enforceable by the owner or owners of any other of such lots.

NOW THEREFORE, IT IS HEREBY DECLARED AS FOLLOWS:

SECTION 1. CONDITIONS, RESTRICTIONS, COVENANTS

1.1 LAND USE. The general plan for location of lots, parcels, and easements shall be as specified in the Maple View Acres recorded survey. Only single family dwellings with attached garages, barns, and outbuildings, and related units, including guest residence subject to Skamania County approval, and amenities related to any thereof, shall be constructed or maintained in areas designated for residential purposes only; provided, exceptions or variances may be allowed if first approved in writing as provided in Section 1.10. Barns and outbuildings shall be constructed of similar materials and workmanship as the dwellings.

There is a prohibition on timber cutting of trees of nine (9) inches in diameter or more without first receiving the Declarant's written permission and until such time that the owner has fulfilled all financial obligations to Declarants. No mobile home and/or modular shall be used as a permanent or temporary residence on any described property within Maple View Acres. Owner's personal recreational vehicles and boats may be stored but not lived in or hooked up to any sewer system.

No portion of the property within Maple View Acres shall be used in whole or in part for the storage of any property or thing that will cause such property to appear unclean or untidy or that will be obnoxious to the eye. No inoperable motor vehicles shall be stored on the property, unless fully enclosed in garage or barn.

Utilities to service lots and parcels will be installed underground in the private right of way; that is, electrical service and telephone lines. Until such time as sewer is available, all sewage disposal shall be by means of septic tanks of a type construction

and outlets in accordance with the regulations of the Southwest Washington Health District, all mound systems to be constructed to minimize the slope of sides in order to make mounds more aesthetically pleasing.

1.2 FENCES, HEDGES, AND WALLS. No planting or structure obstructing vision at roadway intersections or driveways, shall be permissible or maintained. Installation and maintenance of retaining walls that are required and approved in writing by the owners of Maple View Acres due to topographic conditions of individual lots are the sole and absolute responsibility of the property owner and are not the responsibility of the Declarant, its successors and assigns, or the owners of Maple View Acres.

1.3 FARMING/ANIMALS. Small farming may be permitted, but there shall be no commercial raising of dogs, pigs, cattle, poultry, or fur-bearing animals, nor shall there be any kennels operated on a commercial basis. Household pets may not be kept, bred, or maintained for a commercial purpose. Dogs and cats and other animals and reptiles shall be controlled as provided by ordinance of Skamania County 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 owners of Maple View Acres may at any time require the removal of any animal which it finds is disturbing other owners unreasonably. The owners of Maple View Acres may exercise this authority for specific animals even though other animals are permitted to remain.

1.4 SIGNS. No sign or signs shall be erected or displayed upon any lot, unit, parcel, or building.

1.5 USE OF PROPERTY. No dwelling is to be used for the conduct of business or for any commercial purpose unless prior written approval is obtained from the Maple View Acres owners and such use meets the requirements of any applicable provisions of the County of Skamania. No oil or gas well, mine or quarry, or equipment thereof and no appliance or structure for business purposes shall be located or operated on any of said Property designated as residential. No line or wires for 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 a conduit attached to a building. Garbage and other waste shall be kept in sanitary containers away from public view and regularly disposed of; and nothing shall be done which may constitute a nuisance 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 the Skamania County Code pertaining to public disturbances, noise, or any other rule or regulation pertaining to the same.

1.6 LANDSCAPE AND MAINTENANCE. All yards, pastures and growth thereof shall be maintained and cultivated to minimize fire hazard.

1.7 SLOPE AND DRAINAGE EASEMENTS. Each owner will not block, hinder, or interfere with the established drainage pattern over such owner's land from adjoining or adjacent land.

1.8 OCCUPANCY OF RESIDENTIAL UNITS/SQUARE FOOTAGE MINIMUMS. All houses shall have a minimum of 2400 square feet of floor area. All new construction shall utilize new materials. The use of corrugated or galvanized metal siding is prohibited.

1.9 MOTORCYCLES / OFF-ROAD VEHICLES / FIREARMS / FIRES. No motorcycles, off-road vehicles, or similar recreational vehicles shall be driven within Maple View Acres. No fires or overnight camping shall be permitted on the common areas. No firearms shall be discharged within Maple View Acres.

1.10 GRANT OF WAIVERS OR CONSENTS. Jurisdiction and authority to grant or extend exceptions, variances, waivers, and consents contemplated by the foregoing Sections 1.1 through 1.9, inclusive, shall be exclusively the province of two thirds (2/3) of the owners of Maple View Acres.

SECTION 2. COMMON USES.

DEFINITION. Within Maple View Acres, Declarant will propose to construct certain community facilities for the use, service, or benefit, in common, of the residents of Maple View Acres, or specific portions thereof. These uses are herein referred to as "Common Facilities" and include, with the specific exceptions defined below, the private roads other than those which shall have been accepted by Skamania County and incorporated into its road system and as set forth on the final plat of Maple View Acres. Such "Common Facilities" may also include other community uses approved by the owners within Maple View Acres.

SECTION 3. PRIVATE ROADWAY.

The owners of Maple View Acres shall provide for the maintenance and operation of a private roadway as shown and described on the final plat of Maple View Acres.

3.1 RESPONSIBILITY FOR ROAD MAINTENANCE. Each owner of a lot within Maple View Acres, and all owners collectively, are responsible for the maintenance of the private roadways within the Maple View Acres plat. Such roadways are legally described in Exhibit "B" attached hereto. The private roadways shall be maintained in good, passable condition under all traffic and weather conditions and in accordance with the road standards of Skamania County if so required. The owners of Maple View Acres shall share equally the costs of expenses of maintenance, repair and/or restoration and construction of the roadways. Notwithstanding the provisions of Section 4.1 or 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 Maple View Acres plat.

3.2 LEVY OF PRIVATE ROADWAY AND MAINTENANCE ASSESSMENTS. The owners of Maple View Acres shall levy and collect assessments for the maintenance, construction, repair, and/or restoration of the private roadways from each owner of a lot, parcel, or a combination of parcels on an equal basis. The Declarant or its successors will be deemed the Owner of all lots and parcels not sold to other parties for purposes of this section.

3.2.1 Each and every calculation and assessment made pursuant to the terms of this Section shall be enforceable by the owners of Maple View Acres or the Declarant in the manner set forth in Section 4.2 of these Declarations.

3.2.2 Each such assessment, together with interest at the rate of eighteen percent (18%) per annum from the due date on the unpaid balance of the assessment and costs and expenses, and also including reasonable attorney fees (whether or not suit is filed, and including any appeal from any court decision), incurred in the collection thereof, shall become a charge and lien against the respective

residential lot and a continuing lien on the residential lot against which the assessment is made, which lien may be enforced by a suit in law or equity.

SECTION 4. GENERAL PROVISIONS.

4.1 TERMS. All of the restrictions, covenants, and agreements herein contained shall apply to all lots in Maple View Acres and shall be binding upon all parties claiming under Declarant until January 1, 2010, at which time they shall automatically extend for successive periods of ten (10) years; unless, effective January 1, 2010, or at the end of any such ten-year (10-year) extension upon written notice given to all owners within Maple View Acres and approval by two-thirds (2/3) vote of those present and voting, at a special meeting of all owners called for such purpose, shall resolve to terminate these restrictions; provided, that, with the concurrence of Declarant, or its successors as developer, during such period as either shall own any real property in Maple View Acres, the restrictions may be changed, supplanted, or rescinded in any or all particulars at any time by a vote of two-thirds (2/3) of the owners of Maple View Acres at any meeting called for such purpose, whereupon such change shall be binding upon such owners of residential lots and parcels in Maple View Acres and its successors in interest and the occupant of such residential lots and parcels.

4.2 ENFORCEMENT. Should any covenant or restriction then in effect be violated, or should an attempt be made to violate any such covenant or restriction, any person owning a lot or parcel in Maple View Acres or the Declarant, or its successor, may prosecute any proceedings in law or in equity to restrain or abate such violation against the responsible person. Costs, expenses and reasonable attorney fees incurred by the Maple View Acres owners shall constitute a lien thereon.

4.3 SUBORDINATION. Any breach of the covenants and restrictions contained herein, a re-entry by reason thereof, or judgment or lien resulting therefrom shall be subordinate to any mortgage or Deed of Trust herebefore or hereafter executed in good faith and for value encumbering a unit or parcel and shall be binding upon and effective against a subsequent purchaser thereof.

A bonafide purchaser for value or mortgagee or beneficiary under a Deed of Trust, without actual or constructive notice of an existing breach of the Conditions and Restrictions contained herein shall not be bound thereby; provided, the Maple View

Acres owners may execute, acknowledge, and record a Notice of Claim of Breach, setting forth the facts thereof with any monetary amount involved, description of the unit or parcel against which the lien is claimed, and name or names of the reputed owners thereof. Such notice, recorded in Skamania County, Washington, shall be public notice of such breach, and constructive notice to any subsequent purchaser, but if no action for enforcement thereof has been commenced within 120 days after recording, such notice shall expire and the breach described presumed to have been remedied.

4.4 SEVERABILITY. Invalidity by judgment or decree by any court of any one or more of these restrictive covenants herein defined or as hereafter duly amended shall in no way affect any of the remaining provisions which shall remain in full force and effect.

4.5 BINDING EFFECT. 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 lot or parcel in Maple View Acres and their respective representatives, successors, or assigns.


4.6 NON-WAIVER. Failure or delay to enforce any covenant or restriction shall not be deemed a waiver of the right to do so.

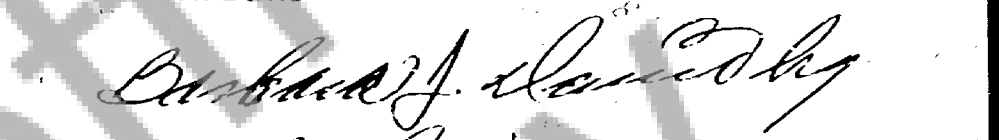

4.7 COVENANT RUNNING WITH THE LAND. It is intended that these Declarations and Restrictions shall be operative as a set of covenants running with the land and touching and concerning the land, or equitable servitudes, supplementing and interpreting these Declarations and Restrictions, and operating independently of the Declarations and Restrictions should the Declarations and Restrictions be, in any respect, inapplicable.

4.8 PERSON, ETC. When interpreting these Declarations and Restrictions, the term "person" may include natural persons, partnerships, corporations, associations, and personal representatives. The term "mortgage" may be read to include Deed of Trust. The singular may include the plural and the masculine may include the feminine, or vice versa, where the context so admits or requires.

4.9 CAPTION AND SCHEDULES. 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.


IN WITNESS WHEREOF, Declarant has executed this instrument this 4th day of November, 1991.

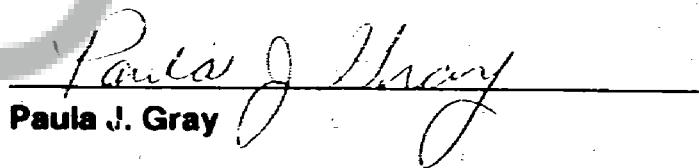

K.H. Davis

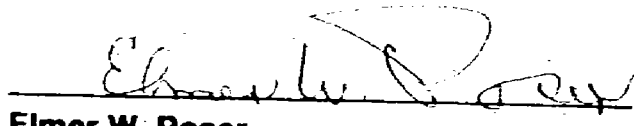


Barbara J. Davis

FILED FOR RECORD
SKANEATELE, N.Y.
BY *Planning Dept.*

FEB 24 12 57 PM '92
P. Savoy
GARY H. OLSON


Wm. Don Gray

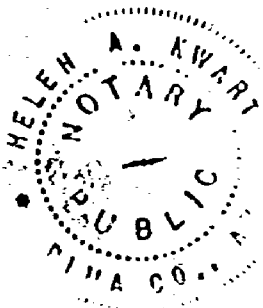

Paula J. Gray


Elmer W. Poser

STATE OF ARIZONA }
County of Pima } ss.

On this day personally appeared before me K.H. Davis and Barbara J. Davis, husband and wife, to me known to be the individuals described in and who executed the within and foregoing instrument, and acknowledged to me that they signed the same as their free and voluntary act and deed, for the uses and purpose therein mentioned.

GIVEN under my hand and official seal this 30th day of January, 1991.

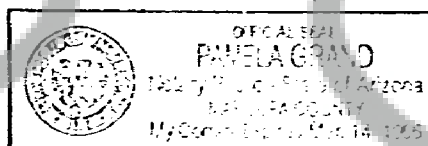


Helen A. Kwart
NOTARY PUBLIC in and for the State of
Arizona, residing in Pima County
My Commission expires: 1-9-93

STATE OF ARIZONA)
County of Maricopa) ss.

On this day personally appeared before me Wm. Don Gray and Paula J. Gray, husband and wife, to me known to be the individuals described in and who executed the within and foregoing instrument, and acknowledged to me that they signed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 14th day of November, 1991.

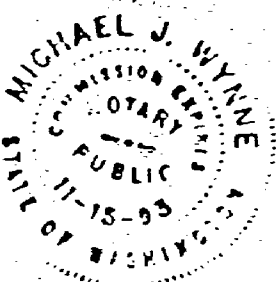


Pamela Grand
NOTARY PUBLIC in and for the State of
Arizona, residing at Glendale, AZ
My Commission expires: May 14, 1995

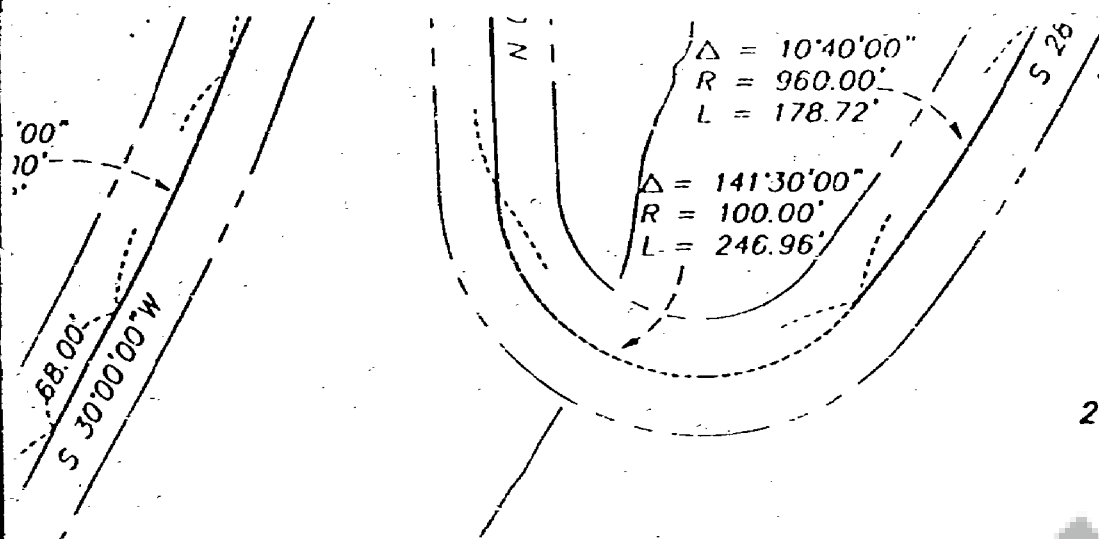
STATE OF WASHINGTON)
COUNTY OF CLARK) ss.

On this day personally appeared before me Elmer W. Poser, as his separate estate, to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged to me that he signed the same as his free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 27th day of February, 1992.



Michael J. Wynne
NOTARY PUBLIC in and for the State of
Washington, residing at Redmond, WA
My Commission expires: 11-15-93



BOOK 127 PAGE 464

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24.1 ACRES

PERIMETER DESCRIPTION: BEGINNING at a 1" iron pipe with brass cap set to mark the East quarter corner of Section 6, Township 1 North, Range 5 East, Willamette Meridian, Skamania County, Washington; thence North $88^{\circ} 41' 18''$ West, 2638.22 feet to a $5/8$ " iron rod at the center of Section 6; thence North $01^{\circ} 25' 05''$ East, 1318.49 feet to a $1/2$ " iron rod at the Northwest corner of the South half of the Northeast quarter of Section 6; thence South $88^{\circ} 46' 34''$ East along the North line of the South half of the Northeast quarter 1903.60 feet to the centerline of Fleming Creek; thence following said centerline as follows: North $33^{\circ} 00' 00''$ East, 10.28 feet; North $22^{\circ} 10' 00''$ East, 64.00 feet; North $49^{\circ} 20' 00''$ East, 62.00 feet; North $36^{\circ} 40' 00''$ East, 68.00 feet; North $56^{\circ} 00' 00''$ East, 86.00 feet; North $45^{\circ} 40' 00''$ East, 92.00 feet; North $22^{\circ} 30' 00''$ East, 77.00 feet; North $35^{\circ} 50' 00''$ East, 59.00 feet; North $45^{\circ} 50' 00''$ East, 265.00 feet to a point 40 feet Southwesterly of the centerline of State Highway 140; thence South $43^{\circ} 56' 05''$ East parallel with and 40 feet distant from said centerline 221.46 feet to the Northeast corner of the "Davis, et al tract" as described in Book 120 of deeds, page 726, Skamania County Auditor's Records; thence South $17^{\circ} 17' 10''$ West along the East line of said "Davis, et al tract" 12.09 feet to the right-of-way line of State Highway 140 opposite Engineer's Station 584+00; thence South $46^{\circ} 03' 55''$ West, 99.41 feet to an angle point in said right-of-way that is 150 feet right of Station 584+00; thence South $43^{\circ} 56' 05''$ East parallel with the centerline of State Highway 140, a distance of 54.60 feet to the East line of said "Davis, et al tract"; thence South $17^{\circ} 17' 10''$ West, 325.51 feet, to the North line of the South half of the Northeast quarter of Section 6; thence South $88^{\circ} 46' 34''$ East, 203.24 feet to the Northeast corner of the South half of the Northeast quarter; thence South $01^{\circ} 17' 10''$ West, 1322.53 feet to the POINT OF BEGINNING.

998.22'

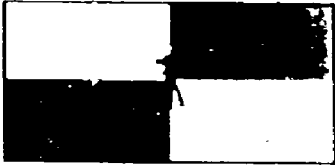
2638.22'

EXHIBIT A

PAGE 1

1076.02'

1076.02'

**HAGEDORN, INC.**

Registered Land Surveyors • Oregon Washington California

1924 Broadway, Suite B • Vancouver, WA 98663 • (206) 696-4428 • (503) 283-6778

January 21, 1992

LEGAL DESCRIPTION
FOR
KEN DAVIS

CENTERLINE DESCRIPTION OF "WILDLIFE DRIVE" FOR ROAD MAINTENANCE
AGREEMENT:

A non-exclusive, 60-foot private road and utilities easement across a portion of "Maple View Acres", being a subdivision in the Northeast quarter of Section 6, Township 1 North, Range 5 East, Willamette Meridian, Skamania County, Washington, the centerline of which is described as follows:

BEGINNING at a Washington Department of Transportation monument at engineer's station 16+70.20 (1988) = 575+01.00 (1937) P.O.T. State Highway 140, said point being North 89° 06' 40" West, 814.84 feet; South 00° 42' 20" West, 116.00 feet; and South 43° 56' 05" East, 181.59 feet from the Northeast corner of Section 6 as shown in Volume 3 of Surveys at Page 73, Skamania County Auditor's Records; thence South 43° 56' 05" East along the centerline of State Highway 140 for a distance of 858.95 feet; thence leaving said centerline South 46° 03' 55" West at right angles to said centerline for a distance of 40.00 feet to the South right-of-way line of State Highway 140 and the TRUE POINT OF BEGINNING; thence leaving said right-of-way line South 17° 17' 10" West parallel with and 30 feet West of the East line of the "Davis, et al tract", as described in Book 120, page 726 of deeds, for a distance of 285.00 feet; thence along the arc of a 250 foot radius curve to the right for an arc distance of 81.65 feet; thence along the arc of a 210 foot radius curve to the left for an arc distance of 124.62 feet; thence along the arc of a 190 foot radius curve to the right for an arc distance of 96.17 feet; thence South 31° 00' 00" West, 113.00 feet; thence along the arc of a 100 foot radius curve to the right for an arc distance of 119.56 feet; thence North 80° 30' 00" West, 202.00 feet; thence along the arc of an 80 foot radius curve to the left for an arc distance of 99.37 feet; thence South 28° 20' 00" West, 56.00 feet; thence along the arc of a 960 foot radius curve to the right for an arc distance of 178.72 feet; thence along the arc of a 100 foot radius curve to the right for an arc distance of 246.96 feet; thence North 00° 30' 00" East, 265.00 feet; thence along the arc of a 35 foot radius curve

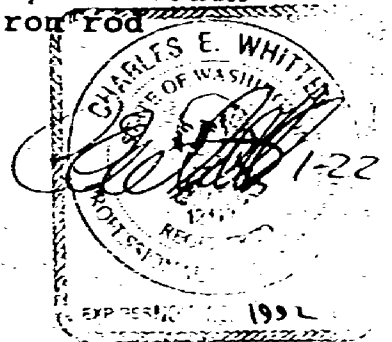
EXHIBIT BPAGE 1

to the left for an arc distance of 109.65 feet; thence South 01° 00' 00" West, 44.00 feet; thence along the arc of a 125 foot radius curve to the right for an arc distance of 69.81 feet; thence along the arc of a 510 foot radius curve to the left for an arc distance of 97.91 feet; thence along the arc of a 1015 foot radius curve to the right for an arc distance of 141.72 feet; thence South 30° 00' 00" West, 68.00 feet; thence along the arc of a 3,000 foot radius curve to the right for an arc distance of 314.16 feet; thence South 36° 00' 00" West, 40.00 feet; thence along the arc of a 600 foot radius curve to the left for an arc distance of 115.19 feet; thence South 25° 00' 00" West, 80.00 feet; thence along the arc of a 45 foot radius curve to the right for an arc distance of 142.16 feet; thence North 26° 00' 00" East, 50.00 feet; thence along the arc of a 40 foot radius curve to the left for an arc distance of 50.00 feet to a point hereinafter called "Point A"; thence continuing along the arc of said 40 foot radius curve to the left for an arc distance of 77.06 feet; thence South 24° 00' 00" West, 50.00 feet; thence along the arc of a 160 foot radius curve to the left for an arc distance of 89.36 feet; thence South 08° 00' 00" East, 47.00 feet; thence along the arc of an 80 foot radius curve to the right for an arc distance of 61.44 feet; thence South 36° 00' 00" West, 186.00 feet; thence along the arc of a 30 foot radius curve to the right for an arc distance of 72.26 feet; thence along the arc of a 175 foot radius curve to the right for an arc distance of 119.12 feet; thence along the arc of a 160 foot radius curve to the left for an arc distance of 117.29 feet; thence North 09° 00' 00" West, 68.00 feet; thence along the arc of a 35 foot radius curve to the left for an arc distance of 75.75 feet; thence South 47° 00' 00" West, 55.00 feet; thence along the arc of a 130 foot radius curve to the right for an arc distance of 90.76 feet; thence South 87° 00' 00" West, 114.00 feet; thence along the arc of a 90 foot radius curve to the left for an arc distance of 73.83 feet; thence South 40° 00' 00" West, 71.00 feet; thence along the arc of a 110 foot radius curve to the right for an arc distance of 98.86 feet; thence North 88° 41' 18" West, 132.53 feet to the terminus of said easement centerline at a point which bears North 01° 25' 05" East, 270.00 feet, South 88° 41' 18" East, 200.00 feet, and South 01° 25' 05" West, 110.00 feet from a 5/8 inch iron rod marking the center of Section 6.

ld/Davis-1

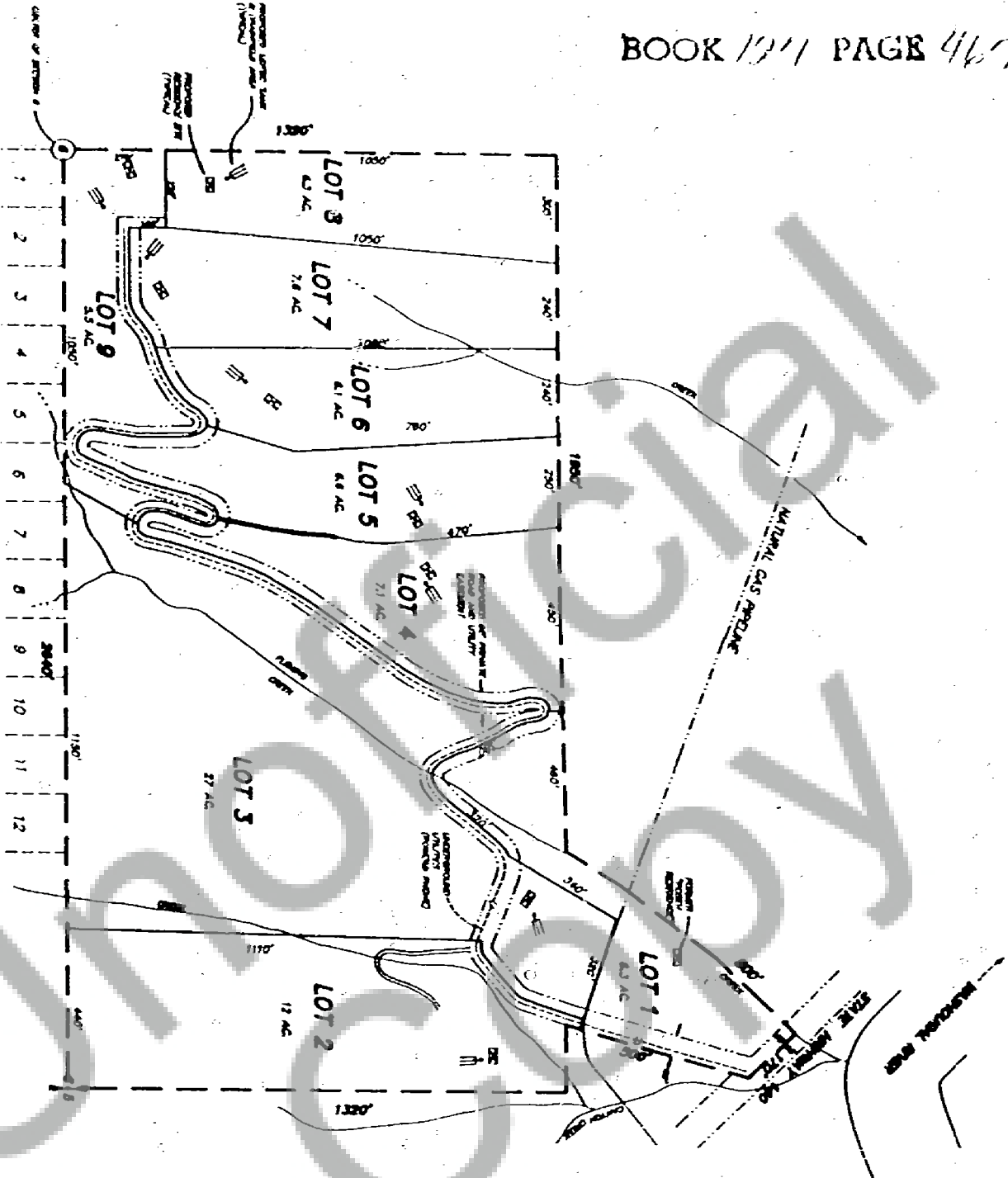
EXHIBIT B

PAGE 2



BOOK 137 PAGE 467

THE NE 1/4 SEC. 6, T1N, R5E, W.M.
SKAMANIA COUNTY, WA.



CONTOUR INTERVAL 40 FEET
FROM U.S.S. 7 1/2 MINTI QUADRANGLE



SCALE: 1"=500'

EXHIBIT B
PAGE 3