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P. Lavery
AUDITOR
GARY M. OLSON

DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS FOR
WINDSONG ESTATES

122646

BOOK 150 PAGE 150

THIS DECLARATION is made on the date set forth below by
Debbie S. Sullivan (hereinafter referred to as "Declarant").

WITNESSETH; whereas Declarant is the Owner of certain real
property in Skamania County, State of Washington, more particularly
described on the legal description attached hereto as Exhibit "A"
and incorporated herein fully by this reference. A map of Windsong
Estates is attached hereto as Exhibit "B" and incorporated herein
fully by this reference.

NOW, THEREFORE, Declarant hereby declares that all of the
property described above, shall be held, sold and conveyed subject
to the following 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
properties or any part thereof, their heirs, successors and assigns
and shall inure to the benefit of each Owner thereof.

ARTICLE I.
Definitions

1. "Owner" refers to the record holder of a fee interest,
grantors under a deed of trust, and contract purchasers who are in
possession of a Lot. Declarant shall be considered the Owner of
all Lots which it has not yet sold or which it reacquires.

2. "Property" shall mean and refer to that certain real
property hereinbefore described and referenced on the attached
Exhibit "A".

3. "Lots" shall mean and refer to any parcel of land of the
Property.

4. "Development Period" means the period of time from the
recording of the declaration until such time as all Lots within the
plat of Windsong Estates are sold and developed with single-family
residences.

5. "Common Area" means all real property and associated
improvements and facilities either owned by the Association or
existing or created within common easements related to the
property, held for the common use and enjoyment of the Owners,

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including but not limited to the private roadway and easement, all utility easements and irrigation facilities, pathway easement, playground open spaces easement, and lake access easement.

ARTICLE II. Use Restrictions

1. Enjoyment and Maintenance of Property. The Owners shall use their respective properties to their own enjoyment in such a manner so as not to offend or detract from other Owners' enjoyment of their own respective properties. The maintenance, upkeep and repair of Lots shall be the sole responsibility of the individual Owners, and not the responsibility of other Lot Owners, the Association, its agents, officers or directors. Owners shall maintain their Lots and any and all appurtenances in good order, condition and repair, and in a clean, sightly and sanitary condition at all times. Without limitation as to the foregoing, each Owner shall be obligated to maintain the landscaping on their Lot in a healthy and attractive state and in a manner comparable to that on the other Lots in Windsong Estates. Upon improvement, each Lot shall be reasonably landscaped to include a combination of lawn, trees, shrubs or other decorative vegetation. Each Lot Owner shall either personally or through the services of a gardener or landscape contractors control the spread of weeds and underbrush and maintain the Lot in a clean, sightly, attractive and sanitary condition. No Lot Owner shall make substantial changes in natural topography, including but not limited to drainage and ground support, so as to create a hazard or nuisance for other Lot Owners.

After notice to an Owner from the Association of such Owner's failure to so maintain their Lot, landscaping and appurtenances, and after approval of a two-thirds (2/3) majority vote by the members or other Association committee to which such oversight responsibility shall have been delegated, the Association shall have the right, through its agents and employees, to enter upon any Lot which has been found to violate the foregoing standards in order to repair, maintain and/or to restore the Lot, the landscaping or appurtenances to such standards. The cost of such work shall be a special assessment on such Owner and their Lot only, and the provisions of this Declaration regarding collection of assessments shall apply thereto.

2. Approval for Building or Construction Plans Required. No residence, building, fence, wall or other structure shall be commenced, erected or maintained upon a Lot or any other portion of the property, nor shall any exterior addition to or change or alteration therein be made, nor shall a Lot be cleared or excavated for use, until after the details and written plans and specifica-

tions, showing the nature, kind, shape, height, materials, colors, and location of the same shall have been submitted to and approved in writing by the architectural control committee as to the harmony of external design and location in relation to surrounding structures, vegetation and topography, and as to the rights and authority of the architectural control committee as otherwise set forth within this Declaration.

3. 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 this Declaration (unless excepted pursuant to Article VII, Section 6), the laws and statutes of the United States, the State of Washington, Skamania County, or other applicable government body.

4. Commercial Activity. There shall be no commercial farming or husbandry operations or other commercial activity by the Owners within the Property except for the construction and sale of single-family homes and related activity; provided however, that specified home businesses and home occupations may be conducted if allowed by law and if such business and occupation will not cause traffic congestion or other disruption or create a nuisance or annoyance to the Property, such as, but not limited to, noises from wood saws on a regular basis.

5. Temporary Structures. No structure of a temporary character such as trailer, shack, tent, garage, barn or other out building shall be used, moved or placed on any Lot at any time as a residence or outbuilding, except that a mobile home may be used for a period of six (6) months while a permanent residence is under construction.

6. Nuisances. No noxious or offensive activity shall be carried on upon the Property or Lots nor shall anything be done thereon which may become a nuisance as such as defined by the laws of the State of Washington or Skamania County.

7. Inoperable Automobiles. Inoperable cars and trucks or other unsightly vehicles shall not be parked or stored on any Lot in view of the roads or other Lots, and shall be parked or stored behind a fenced enclosure or garaged. Automobile, truck and vehicle dismantling shall be prohibited on Lots and the Property.

8. Trash and Trash Containers. All garbage or trash containers must be stored within a permanent structure where they are not visible from outside the premises. No trash, garbage, discarded equipment, rubbish, ashes, yard rakings or other materials resulting from landscaping activity, or other refuse, shall be thrown, dumped, or allowed to accumulate on any Lot,

building, site, common area, street or driveway. After notice to an Owner from the Association of such Owner's failure to maintain their Lot consistent with this section, and after approval of a two-thirds (2/3) majority vote by the members or other Association committee to which such oversight responsibility shall have been delegated, the Association shall have the right, through its agents and employees, to enter upon any Lot which has been found to violate the foregoing standards in order to maintain and restore the Lot to such standards. The cost of such work shall be a special assessment on such Owner and their Lot only, and the provisions of this Declaration regarding collection of assessments shall apply thereto.

9. Building type and Completion. When construction on any Lot has begun, it must be pursued to completion with diligence and finished within twelve (12) months from the issuance of the building permit. Other than outbuildings and appurtenant structures associated with a residence, no building shall be erected, placed or permitted to remain on any Lot other than one single-family dwelling containing not less than 1600 finished square feet of livable enclosed floor area for a single story dwelling, and not less than 1000 square feet of livable enclosed floor area per level for a two story dwelling, and not less than 1600 square feet of livable enclosed floor area for split-level dwellings with all levels of a split-level included in the footage computation (exclusive of open or screen porches, basements, terraces, patios or garages). All "A" frame style homes shall have the minimum square footage required for split-level dwellings. All outbuildings or other structures shall be constructed with the same exterior finish and roof as the main dwelling existing or approved on the Lot. All outbuildings or other structures shall be located and constructed in conformity with applicable federal, state and local statutes, codes and regulations, and shall be approved in writing by the ACC before construction.

10. Prefabricated Homes. The use, placement or storage of mobile homes, modular or prefabricated homes, or manufactured homes, or similar structures which are largely constructed off site as living units, are prohibited, regardless of the anticipated duration and location of such use or storage, except as allowed under Section 5 of this Article II.

11. Pets. Owners shall observe and obey all laws applicable to residents of Skamania County pertaining to care, control and husbandry of animals and pets. Owners shall register all dogs with the Association together with proof of proper licensing and immunization, at no cost to Owners. Animals and pets shall be attended at all times. In no event shall any animal or pet be allowed to run free away from its Owner's Lot without a leash, or

so as to create a nuisance. Structures to shelter or contain domestic pets shall be permitted only with ACC approval prior to building. No horses, swine, or livestock shall be allowed on any Lot or within the Property. No exotic or undomesticated animals or pets shall be allowed on any Lot or within the Property without the prior written approval of the ACC. Pets and animals shall not create a visual, auditory, olfactory, or aesthetic nuisance or annoyance to the neighborhood. No pet or animal may be kept if it is a source of annoyance or a nuisance. The Association shall have the authority to determine whether a particular animal or pet is a nuisance or source of annoyance, and such determination shall be final and conclusive.

12. Recreational Vehicles and Mobile Homes. The use or storage of mobile homes, modular or prefabricated homes, or similar structures which are largely constructed off site as living units, are prohibited, regardless of the anticipated duration and location of such use or storage. No trailers, mobile homes, motor homes, trailered or non-trailered boats or recreational vehicles of any size or type shall be allowed to be stored on the common area. No trailers, mobile homes, motor homes, trailered or non-trailered boats or recreational vehicles of any size or type shall be allowed to be stored on the Property or any Lot or street unless they are stored beyond the front line of the residence behind a fenced enclosure and parked on a hard-top surface, preferably located adjacent to the garage. Bona fide guest recreation vehicles are exempt from this provision for a period not to exceed one month. The Association may remove, or cause to be removed, any unauthorized vehicle at the expense of the Owner in any manner consistent with law or this Declaration.

13. Antennae and Satellite Dishes. External short-wave or citizens band antennas, external free-standing aerials or antenna towers, or external satellite reception dishes, or similar devices, any of which are attached to the exterior of the premises on any Lot or outside of a structure on any Lot, are prohibited.

14. Siding Material. Double construction on all sides of the home with channel or horizontal lap siding is the preferred siding material for home construction within the Properties. Said materials shall be used unless a substitute material is reviewed and approved by the ACC. T-111 siding shall be excluded under all circumstances.

15. Lighting. No exterior high intensity type yard light shall be allowed on any Lot.

16. Fences. All fences, hedges or walls must be approved in writing by the ACC in advance of construction, including but not limited to height, location, materials and design.

17. Docks and Boathouses. Boathouses are prohibited. All docks must be approved in writing by the ACC prior to construction. All dock construction shall comply with applicable federal, state and local statutes and regulations and shall be constructed consistent with any permit conditions or requirements.

18. View Protection. Notwithstanding any other provisions contained within this Declaration, all improvements on lake front Lots shall be subject to a height restriction of _____ feet, which restriction is intended to protect the view of other Lots in Windsong Estates. Lake front Lots subject to the height restriction are defined as Lot 2 of short plat "A" and Lots 2, 3, and 4 of short plat "B", all as legally described in the attached Exhibit "A" and as shown on the attached Exhibit "B".

ARTICLE III.

Design and Architectural Control

1. Design Review and Architectural Control Committee

A. The Association shall have an Architectural Control Committee (ACC) composed of three (3) members.

B. The Declarant may appoint all of the original members of the ACC and all replacements until the end of the development period. After termination of the development period, or if the Declarant fails or refuses to appoint members to the ACC, the Lot Owners shall have the power by majority vote to appoint all members of the ACC.

C. Persons appointed to the ACC need not be Lot Owners. However, persons appointed to the ACC who are not Lot Owners shall be qualified by education, training or experience to fulfill the responsibilities of an ACC member.

2. Powers of the ACC. The ACC shall have the following powers:

A. To review and approve, disapprove or conditionally approve all plans, submittals, applications and requests made or tendered to it by Owners, or their agents, pursuant to any rules and regulations adopted by the ACC. In connection therewith the ACC shall investigate and consider the architecture, design, layout, landscaping, energy conservation measures, water conservation measures, fence detail, relationship of dwelling to adjacent

dwellings and existing trees, and other features of the proposed improvement.

B. To adopt rules and regulations for the transaction of business, scheduling of meetings, conduct of meetings and related matters.

C. To require the submission of site plans, diagrams, photographs, materials or other presentation materials as may be necessary for complete review and consideration of the proposed development. All such plans, specifications and supporting materials shall be submitted in writing in triplicate and each shall be signed by the Owner of the Lot or his authorized agent.

D. To adopt criteria, consistent with the purpose and intent of this Declaration, to be used in making its determination to approve, disapprove or conditionally approve any matter submitted to it for decision.

E. To adopt a schedule of reasonable fees for processing submittals and to establish the time and manner in which such shall be paid.

3. Duties of the ACC. The ACC shall:

A. Render a decision on each matter submitted to it, in writing, within thirty (30) days of receipt of all data required by its rules and regulations. Failure to render a decision within said period of time shall be deemed to be an approval of the matter as submitted.

B. Publish and make available to Owners and prospective Owners all of its rules, regulations, and criteria from time to time adopted.

C. As conditions precedent to approval of any matter submitted to it the ACC shall find:

(1) The approval of the plan is in the best interests of the Owners.

(2) General architectural consideration including site layout, relationship of site to natural features, and adjacent homes, open space and topography, orientation and locations of buildings, vehicular access, circulation and parking, setbacks, height, walls, fences, and similar elements have been designed to provide a desirable environment for the development.

(3) General site considerations including site layout, relationship of site to trees and other natural features, open space and topography, orientation and locations of buildings, vehicular access and driveway lighting, circulation and parking, setbacks, height, walls, fences, and similar elements have been designed to provide a desirable environment for the development.

(4) General landscape consideration, including the location, type, size, color, texture and coverage of plant materials, provision for irrigation, maintenance and protection of existing landscaped areas and similar elements have been considered to ensure visual relief, to complement buildings and structures, and to provide an attractive environment for the enjoyment of the Owners in general and the enhancement of the property values in Windsong Estates, generally.

D. If the ACC makes a negative finding on one or more of the matters set forth in Section C above, as applicable to the matter before it, it shall disapprove such matter, or condition its approval so as to allow such findings to be made.

ARTICLE IV.

Private Road and Common Area Maintenance

1. Maintenance. 2. The Owners are responsible for maintaining and repairing the roadway and common area described in this Declaration. The parties agree that the roadway shall be maintained in good, passable condition under all traffic and weather conditions. The Owners shall apportion the expense of maintaining and repairing the roadway and common area between them on an equal, pro-rata basis, as set forth herein. PROVIDED, HOWEVER, in the event one of the Owners is constructing or improving a home or has reason to use equipment which would not ordinarily be used on the roadway or common area, that Owner shall be responsible for the damages which may be caused as a result of his or her use of such equipment and the repairs necessary to return the roadway or common area to its condition before such damage.

Any additional maintenance, repair, restoration or improvement beyond the standards set forth herein, such as installation of an asphaltic surface, must be approved by a two-thirds majority of a quorum of Association Members. For purposes of this subsection, "additional maintenance, repair restoration or improvement" shall mean any activity which goes beyond maintaining the roadway or common area in the condition existing on the date of this Declaration, reasonable and normal wear and tear excepted.

2. Agreement to Form Association. The Owners agree to form an Association for the sole purpose of the administration and enforcement of this Declaration, the administration of maintenance and repairs to the roadway and common areas according to the standards, terms and conditions set forth herein, and all activities related or incidental to such purposes.

3. Organization of Association. The Association shall be organized as follows:

A. Members. All Owners of Lots shall be entitled to be a member. There shall be one (1) member for each Lot. If there is more than one (1) person who has an interest in a Lot and who is otherwise qualified to be a member, the member shall be selected in writing by a majority of the persons who have such an interest in the Lot. If no person is able to achieve a majority vote, there shall be no member as to that Lot until a person can be selected by a majority of the persons who are entitled to be a member and have such an interest in the particular Lot.

B. Organizational Meeting. The first meeting of the Association shall be for the purpose of electing officers, adopting Bylaws, and considering such other business as may properly come before the organizational meeting of the membership.

C. Annual Meeting. The membership of the Association shall meet at least once each calendar year at a time and place set by the Association and pursuant to notification required in this Declaration or in the Bylaws.

D. Special Meetings. A special meeting of the membership may be called by the President of the Association or by fifty percent (50%) of the membership of the Association, pursuant to notification required in this Declaration or in the Bylaws.

E. Officers. The officers of the Association shall consist of a Chairperson, a Vice Chairperson, and a Secretary/Treasurer. All officers shall hold office for a term of one (1) year from the date of election, or until the respective successor of each officer is elected. The duties of the Chairperson shall be to preside at all meetings of the Association, and in general to serve as an executive officer of the Association. The Vice Chairperson shall serve in the incapacity of the Chairperson, or in the event of his resignation. The Vice Chairperson shall also preside at meetings of the Association in the absence of the Chairperson. The Secretary shall keep the records and Minutes of the Association, and shall be responsible for providing notice of meetings to those entitled thereto. The Treasurer shall be responsible for the safekeeping of the funds of

the Association. The Association shall, by adopting its Bylaws, delegate such other and further responsibilities to the officers as shall be deemed appropriate, and shall impose such other restrictions and qualifications upon the officers as the Association shall determine. The Bylaws may also provide for additional officers and committees to be created by the membership or approved by the governing body.

F. Elections. Subsequent to nominations from the membership, election of officers shall be by majority vote of the members. Any Owner or member may nominate themselves for any officer position.

G. Powers. The Association shall be vested with all of the following powers:

(1) Assessment. To assess and collect assessments from its members in advance of expenditure for the maintenance and repair of the common area and all utilities in, under and upon the easements, and maintenance of equipment for common area irrigation and landscaping.

(2) Contract. To contract with suitably qualified persons, corporations, partnerships, or other businesses for the undertaking of projects to maintain and repair said common areas at the standard set forth above.

(3) Costs. To pay, from collected assessments, administrative costs and the costs of any project undertaken in conformity with the powers and duties contained herein.

(4) Suit. To sue or be sued in its own name, as if it were a natural person, to enforce any contract entered into in conformity with the powers and duties contained herein, or to enforce or collect any assessment which has been validly assessed against any member according to the terms of this Agreement, or to protect its members from any breach of any fiduciary duty.

(5) Services. To retain legal, accounting or engineering advice pertaining to any project or suit undertaken pursuant to the terms of this Agreement, and to disburse the costs thereof from collected assessments.

(6) Accounts. To maintain, in its own name, accounts with suitable financial institutions for the safeguarding and disbursement of any assessments collected or money received.

(7) Action. To take any reasonable action which is necessary to carry out the terms of this Declaration, including but

not limited to filing and foreclosing liens against Owners for nonpayment of any assessments and including the right, through its agents and employees, to enter upon any Lot or the Property which has been found to violate the conditions, standards and requirements of this Declaration, in order to repair, maintain, restore or correct any violation of this Declaration. The cost of such work shall be a special assessment on such Owner and their Lot only, and the provisions of this Declaration regarding collection of assessments shall apply thereto.

(6) Borrow. To borrow money against the assessments, upon such terms and conditions as the officers of the Association shall determine.

(9) Incorporation. To incorporate the Association as a Washington Nonprofit Corporation upon the affirmative vote of 75% of the members of the Association. If the Association is incorporated, the officers elected by the membership shall comprise the Board of Directors.

(10) Contingency or Reserve Funds. To create or establish contingency or reserve funds for purposes of long-term capital improvements or other purposes as determined by the membership.

H. Voting. Each member shall be entitled to one (1) vote. Owners of more than one Lot shall be entitled to one (1) vote for each Lot owned. Written proxies may be filed with the Association authorizing designated persons to vote on behalf of members. All actions and decisions of the Association shall be approved by a majority of the required quorum. Each voting member must be in good standing with all fees paid. Any member who is not in good standing with all fees paid shall have voting privileges suspended until such time as they are reinstated by paying all outstanding fees and any interest, late charges or collection charges associated with such delinquencies.

I. Quorum. A meeting of the membership shall not be valid unless fifty percent (50%) of the total membership shall be present or represented at such meeting by proxy, which shall constitute a quorum.

4. Duties of Association. The Association shall have the following duties:

A. Meetings. To conduct an annual meeting of its members at least once each calendar year at a suitable time and place upon the giving of at least thirty (30) days' written notice to all members. To conduct special meetings of its members if

called by the President or by fifty percent (50%) of the membership, at a suitable time and place, upon the giving of at least thirty (30) days written notice to all members. All notices required to be provided under this Agreement may be hand delivered or mailed. If mailed, they shall be sent by first class mail to the addresses of the members or to such other respective address as any party hereto may from time to time designate in writing and deliver to the Secretary of the Association. Notices sent by mail shall be considered given when properly mailed. Delivered notices shall be considered given upon delivery.

B. Lists. To keep and maintain an accurate and up-to-date list of names and addresses of its members.

C. Levy - Collect Assessments. To levy and collect assessments from each member in conformity with the following provisions:

(1) Operation and Administration. The total costs of operation and administration of the Association shall be equally allocated among the members subject to this Declaration. If a member owns more than one (1) Lot covered by this Declaration, said member shall be assessed an allocation for each Lot owned. Operation and administration costs include, but are not limited to, costs for postage, clerical support, office supplies and materials, fees of attorneys and accountants, telephone, recording fees, and other incidental, necessary and reasonable expenses incurred in the normal operation and administration of the Association.

(2) General Assessments. The total costs of maintenance and repair of the private roadway easement and utilities and other common areas shall be allocated among the Lot Owners on an equal, pro-rata basis.

(3) Special Assessments. The Association shall have the authority to make special assessments in addition to the general assessments, for items including but not limited to extraordinary snowfall, landslide, earthquake or other natural disaster or emergency. The total costs of the special assessments shall be allocated among the Owners pursuant to the formula set forth herein.

(4) Lien Authority. Each and every assessment made pursuant to the terms of this Declaration shall be a lien in favor of the Association and against the property of the member or Owner from the date upon which notice of such assessment is filed with the Auditor of Skamania County, Washington. Said assessment shall bear interest at the rate of twelve percent (12%) per annum. The Association shall have the power to foreclose said liens against

individual Lots to enforce payment of the assessments made pursuant hereto. The Court shall award reasonable attorney's fees and costs to the prevailing party in any action brought to foreclose, enforce or collect such assessment. Upon becoming an Owner of any Lot, each Owner becomes subject to this Declaration and thereby expressly consents to the assessment, collection and lien authority of the Association set forth herein.

(5) Late Charge. Each and every assessment made pursuant to the terms of this Declaration shall be due thirty (30) days after notification, unless otherwise agreed by the membership. Any assessment not so paid shall bear a late charge of five percent (5%) of such assessment amount, and thereafter the assessment shall bear interest at the rate of twelve percent (12%) per annum until paid in full.

D. Costs. To pay promptly from collected assessments all debts and costs incurred in the undertaking of any project in conformity with the powers and duties contained herein.

E. Advice. To insure that any necessary legal and engineering advice has been obtained pertaining to any project or suit undertaken pursuant to the terms of this Declaration, and to promptly disburse the costs thereof from collected accounts.

F. Accounts. To establish and maintain, in its own name, suitable accounts, with suitable financial institutions for the prudent safekeeping, preservation and disbursement of any assessments collected or monies received.

G. Books and Records. To maintain books, records and minutes of the Association's activities, meetings, policies, decisions and organizational documents. Such books, records and minutes are available for inspection by any member of the Association upon reasonable advance notice.

H. Tax Compliance. To submit all required tax elections and forms that are required by Federal or State law. In this regard, the Association shall make appropriate elections under Section 528, as amended, or other applicable Internal Revenue Code section.

I. Budget. To prepare and adopt no less than annually a budget for the Association.

ARTICLE V
Common Area and Facilities

1. **Maintenance.** The Association shall have full responsibility for maintenance and repair of the Common Area and Facilities as herein defined.

2. **Government Access.** Declarant hereby grants to the Sheriff's Department of Skamania County, Fire District of Skamania County which serves the area, Skamania County Public Services, the Southwest Washington Health District, and other governmental agents and officials with jurisdiction over the Properties the nonexclusive right to enter upon the Common Area for the purpose of carrying out their official duties.

3. **Declarant's Reserved Rights.** Declarant reserves the right to maintain, alter and improve the Common Area and Facilities during and beyond the Development Period, together with the right to enter any portions of the Properties necessary to maintain, alter and improve said Common Area and Facilities. Declarant reserves to itself and its successor and assigns a nonexclusive perpetual easement for ingress and egress, over, under, upon and above the Common Area and the right to grant easements for ingress and egress and utility service, over, under, upon and above the Common Area.

4. **Conveyance of Common Area.** The Association may not convey any portion of the Common Area to any other individual or entity without the assent (by vote or written consent) of two-thirds of the members.

5. **Indemnity and Hold Harmless.** In consideration of the right to enjoy the use of Association Property and common areas, Owners hereby release, waive, and discharge the Windsong Estates Homeowners Association, its directors, officers, members, employees and agents, and the Declarant, from any and all liability, for any and all claims, loss or damage, and any claim, loss or damage resulting from bodily injury, death or property damage, including attorney fees, due to or resulting from presence upon or in use of the Association Property and common areas.

Owners agree to indemnify and hold harmless the Windsong Estates Homeowners Association, its directors, officers, employees and agents, and the Declarant, from any loss, liability, damages or cost, including attorney fees, they may incur from any bodily injury, death or property damage suffered by such persons caused by or resulting from presence upon or in use of the Association Property and common areas.

Owners shall assume full responsibility for the risk of bodily injury, death or property damage due to or resulting from presence upon or in use of the Association Property and common areas, and from acts of God and acts of nature, and all acts, negligence or omissions of such persons while in or upon or in use of the Association Property and common areas. Owners understand and agree they do so at their own risk, that such property and areas are unsupervised, and that they are responsible for monitoring and supervising their conduct, safety and use of Association property and common areas.

For purposes of this Section 5 of Article V, the term "Owner" shall be defined to include Lot Owners and their families and spouses, guests, Association members, lessees and occupants of a Lot or premises on a Lot, licensees, invitees, legal representatives, heirs and assigns, and all others who shall use the Association Property and common areas.

ARTICLE VI.

Insurance

1. Obtaining Insurance. The Association shall obtain and maintain at all times as a common expense insurance policy or policies written by companies licensed to do business in Washington which provide:

(A) Insurance against loss or damage by fire and other casualty covered by the standard extended coverage endorsement in an amount as near as practicable to the full insurable replacement value (without deduction for depreciation) of the common areas and structures and improvements within the common areas.

(B) General comprehensive public liability insurance insuring the Association, the Board of Directors, Declarant, officers, and all agents and employees of the Association and all Owners and other persons entitled to occupy the common area against any liability to the public or to the Owners and their guests, invitees, licensees, or tenants, incident to the ownership or use of the common areas in an amount deemed appropriate by the Association Board of Directors.

All such insurance shall be written in the name of the Association as trustee for each of the Owners. It shall be the duty of the Board of Directors annually to conduct an insurance review to determine if the policy in force is adequate to meet the needs of the Association and to satisfy the requirements of this Section. Such insurance shall run to the benefit of the Association, the

respective Owners, and their respective mortgagees, as their interests may appear.

2. Suggested Provisions. The Board of Directors shall utilize every reasonable effort to secure a policy covering physical damage that will provide the following:

(A) That the insurer waives its rights of subrogation of any claims against directors, officers, the ACC, the individual Owners, members, and their respective household members.

(B) That the policy cannot be canceled, invalidated, or suspended on account of the conduct of any director, officer, ACC, agent or employee of the Association without a prior demand in writing delivered to the Association to cure the defect and the allowance of a reasonable time thereafter within which the defect may be cured.

(C) That any "no other insurance" clause contained in this policy shall expressly exclude individual lot Owner's policies from its operation.

(D) That the policy may not be canceled or substantially modified without at least thirty (30) days' prior notice in writing to the Board of Directors.

(E) An agreed value or amount endorsement and waiver of coinsurance.

(F) That the deductible amount per occurrence shall not exceed a reasonable amount.

3. No Contribution. In no event shall the insurance coverage obtained and maintained by the Association hereunder be brought into contribution with insurance purchased by individual unit Owners or their mortgagees.

4. Cross Liability Endorsement. All liability insurance shall contain a cross liability endorsement.

5. Other Insurance Authorized. In addition to the insurance required herein above, the Board may obtain as a common expense:

(A) Workmen's Compensation insurance if and to the extent necessary to meet the requirements of law.

(B) Fidelity bonds covering officer, directors, employees, and other persons who handle or are responsible for handling Association funds. Such bonds shall be in an amount

approved by the Board of Directors and shall contain waivers of any defense based upon the exclusion of persons serving without compensation.

(C) Such other insurance as the Board of Directors may determine to be necessary including officers' and directors' liability insurance.

6. Individual Insurance. By virtue of taking title to a Lot subject to the terms of this Declaration each Owner covenants and agrees with all other Owners and with the Association that he shall carry an individual homeowner's policy. Each individual Owner further covenants and agrees that in the event of a partial loss or damage and destruction resulting in less than total destruction, the individual unit Owner shall proceed promptly to repair or reconstruct the damaged structure in a manner consistent with the original construction. In the event that the structure is totally destroyed and the individual Owner determines not to rebuild or to reconstruct, the individual Owner shall clear the lot of all debris and return it to substantially the natural state in which it existed prior to the beginning of construction.

ARTICLE VII

Administration and Enforcement

1. Compliance. By acceptance of a deed to a Lot, execution of a contract therefore, or any other means of acquisition of an ownership interest, whether or not it shall be so expressed in any such deed or other instrument, the Owner covenants and agrees thereby, on behalf of himself and his heirs, successors and assigns, to observe and comply with the terms and conditions of this Declaration as they now exist and are hereafter amended.

2. Right to Enforce. Any Lot Owner or Association of Lot Owners shall have the right to enforce by proceeding at law or in equity all restrictions, conditions, covenants, reservations, requirements, liens and charges now or hereafter imposed by the provisions of this Declaration.

3. Disclaimer of Liability. The Lot Owners shall not be liable to any person for acts and omissions done in good faith in the interpretation, administration and enforcement of this Declaration.

4. Remedies. Remedies provided herein are, in addition to, cumulative with, and are not in lieu of other remedies provided by law. There shall be, and there is hereby created and declared to be, a conclusive presumption that any violation or breach or

attempted violation or breach of this Declaration cannot be adequately remedied by an action at law or exclusively by recovery of damages.

5. Attorneys Fees and Costs. In the event suit or action is instituted to enforce any terms of this Declaration or to collect unpaid assessments, the prevailing party shall be entitled to recover from the other party such sum as the court or tribunal may adjudge reasonable as attorney fees and costs incurred, during any arbitration, trial or appeal, or in any proceeding in federal bankruptcy court or under state receivership or insolvency statutes, in addition to all other sums provided by law.

6. Variance from Certain Provisions. In cases where an Owner has made a factual showing that strict application of the provisions of Sections 1, 4, 5, 7 through 17, inclusive, only of Article II, would work a severe hardship upon him, the Membership by Association action may grant the Owner relief from any of such provisions, in addition to any exceptions or provisions already contained in those sections; provided, however, that such relief shall be limited by its scope or by conditions to only that necessary to relieve the hardship, and provided further, that no such relief shall be granted if the condition thereby created would in the reasonable judgment of the Association violate the provisions of Section 3 or 6 of Article II. The decision of the Association in granting or denying such relief shall be final and conclusive.

ARTICLE VIII.

Amendment

The covenants and restrictions of this Declaration shall run with and bind the land 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 twenty (20) years, unless and until terminated by an instrument which has received the signatures of at least seventy-five percent (75%) of the votes eligible to be cast. This Declaration may be amended during the initial twenty (20) year period by an instrument which has received the signatures of at least ninety percent (90%) of the votes eligible to be cast, and after the initial twenty (20) year period by an instrument which has received the signatures of at least seventy-five percent (75%) of the votes eligible to be cast.

ARTICLE IX.
General Provisions

1. Severability. Invalidation of any one of these covenants, reservations or restrictions by judgment or court order shall no way effect or invalidate any other provision, which shall remain in full force.

2. Interpretation. The captions herein are for convenience of use and reference only and do not define, limit, augment or describe the scope, content or intent of this Declaration or any parts of this Declaration. Any reference to the neuter, feminine or masculine gender each includes the other when the context so requires. The single number includes the plural whenever the context so requires.

3. Applicable Law and Venue. This Agreement shall be governed by Washington law. All actions shall be brought in Skamania County, Washington.

4. Waiver. Failure of any Lot Owner or Association of Lot Owners at any time to require performance of the provisions of this Declaration shall not limit such party's right to enforce the provision, nor shall any waiver of any breach of any provision constitute a waiver of any succeeding breach of that provision or a waiver of that provision itself.

IN WITNESS WHEREOF, Declarant has executed this Declaration this 20th day of June, 1995.

DECLARANT:

By: Debbie S. Sullivan
DEBBIE S. SULLIVAN