

134796

BOOK 188 PAGE 93

FILED TO RECORD  
SKAMANIA COUNTY WASH  
BY *Richard N. Johnson*

APR 8 1 22 PM '99

*P. Laury*  
AUDITOR  
GARY H. OLSON

**RETURN ADDRESS**

Ken Davis  
3445 East 44<sup>th</sup> Street  
Tucson, AZ 85713

**DOCUMENT TITLE(S):** First Amended Declaration of Covenants, Conditions, and Restrictions for River Edge Acres

**REFERENCE NUMBER(S) OR RELATED DOCUMENT(S):** 131746

**GRANTOR(S):** KEN DAVIS and BARBARA J. DAVIS, husband and wife

**GRANTEE(S):** RIVER EDGE ACRES SUBDIVISION

**LEGAL DESCRIPTION** (abbreviated form: i.e., lot, block, plat, section, township, range, quarter):

SW 1/4 SEC 26 T2N R5E WM;  
SE 1/4 SEC 27 T2N R53 WM, SKAMANIA COUNTY, WA  
VOL B P.96-7 AF 131745 6198

**ASSESSOR'S PROPERTY TAX PARCEL/ACCOUNT NUMBER:**  
2-5-26-1600; 2-5-26-1700; 2-5-27-400; 2-5-27-500

**FIRST AMENDED DECLARATION  
OF COVENANTS, CONDITIONS, AND RESTRICTIONS  
FOR**

**RIVER EDGE ACRES**

Pursuant to the Laws of the State of Washington, and any applicable laws or rules of Skamania County Washington; and pertaining to and affecting real property owned by Declarants named River Edge Acres; and to their heirs, successors or assigns in interest to which this Declaration of Covenants, Conditions, and Restrictions; notice is hereby given.

**TO THE PUBLIC:**

KNOW ALL MEN BY THESE PRESENTS, that Ken and Barbara J. Davis, dba Dalinco Properties (hereinafter referred to as

DECLARATION - 1

"Declarant"), do hereby declare 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 Declaration of Covenants, Conditions, and Restrictions herein defined, for the improvement, protection, and benefit of property in River Edge Acres, and its heirs, assigns and/or successors in interest; to which these declared Covenants, Conditions, and Restrictions shall be made applicable by this Declaration of the owner or owners or dedicator of any such plat, or plats which individually and collectively, are referred to herein as "River Edge Acres", located in Skamania County Washington, and legally described in Exhibit "A" attached hereto and by this reference incorporated herein fully; and

**WHEREAS**, Declarant does hereby establish the following Covenants, Conditions, and Restrictions 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 River Edge Acres, all of which are herein referred to as "Lots or Units or Parcels" are hereafter subject to, and shall be held, used, occupied, leased, sold, assigned or conveyed subject to these provisions; and

**WHEREAS**, said Covenants, Conditions, 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:**

This Amended Declaration of Covenants, Conditions, and Restrictions entirely replaces and supercedes the Declaration of Covenants, Conditions and Restrictions recorded under Skamania County Auditor's File No. 131746.

**SECTION 1. COVENANTS, CONDITIONS AND RESTRICTIONS**



1.1 LAND USE. The general plan for location of lots, parcels, and easements shall be as specified in the recorded plat of River Edge Acres. Only single family dwellings with attached garages, (or if garages are detached they must be 2 car minimum) and 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.

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 shall remain until such time that the owner has fulfilled all financial obligations to Declarant. Owner's personal recreational vehicles and boats may be stored on the property, but not lived in or hooked up to any sewer or septic system.

No portion of the property within River Edge 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.

Until such time as sewer is available, all sewage disposal shall be by means of septic tanks of an approved 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.

New manufactured homes shall be permitted on lots 9, 10, 11, 12, 13 & 14 provided they are not older than one year, and have a minimum square footage of 1,000 square feet or more.

No mobile or manufactured homes shall be permitted on the remaining lots. All homes constructed by conventional methods (stick built) shall have minimum size of 1400 Sq. ft. for a one story home, and 1900 Sq. ft. for two story or split level home. Relocated existing homes are prohibited.

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 River Edge 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 other owners of lots in River Edge 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 River Edge Acres may at any time require the removal of any animal which it finds is disturbing other owners unreasonably. The owners of River Edge 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 for commercial purposes, but "for sale signs" of the usual size used in the real estate trade are permitted, or signs for an allowed sign for a permitted home occupation not exceeding four square feet are allowed.

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 River Edge Acres owners and such use meets the requirements of any applicable provisions of the County of Skamania for home occupation type business. 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. 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. Because of winds, and the resulting fire danger, brush and other cover which would burn easily shall not be allowed to accumulate.

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 new construction shall utilize new materials. The use of corrugated or galvanized metal siding is prohibited.

1.9 NUISANCE. Off road vehicles & motorcycles shall have adequate mufflers and shall not be operated so as to cause a nuisance to neighbors. No motorized vehicles of any type are allowed within the 200 foot natural area along the Washougal River.

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 the declarant for so long as declarants owns lots in the subdivision, or until declarant has signed a written withdrawal as declarant. After declarant no longer owns any lots, or has withdrawn, a two-third (2/3) of the owners of River Edge Acres, is required to make grant or extend exceptions, variances, waivers, and consents contemplated by the foregoing Sections 1.1 through 1.9.

## SECTION 2. COMMON USES.

DEFINITION. Within River Edge Acres, Declarant may propose to construct certain community facilities for the use, service, or benefit, in common, of the residents of River Edge 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 River Edge Acres. Such "Common Facilities" may also include other community uses approved by the owners within River Edge Acres.

### SECTION 3. PRIVATE ROADWAY.

The owners of River Edge Acres shall provide for the maintenance and operation of a private roadway as shown and described as "Cedar Falls Road" on the final plat of River Edge Acres.

3.1 RESPONSIBILITY FOR ROAD MAINTENANCE. Each owner of a lot within River Edge Acres, and all owners collectively, are responsible for the maintenance of the private roadway within the River Edge Acres plat. The private roadway shall be maintained in good, passable condition under all traffic and weather conditions. The owners of River Edge 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 the private roadway servicing the River Edge Acres plat. Maintenance is on a per lot basis. There are 14 lots. If additional lots are legally created within River Edge Acres, then each additional lot shall assume its pro-rata share of road maintenance.

3.1.1 At the discretion of Declarant, the roadway providing access to and through River Edge Acres may also serve other adjacent parcels for access and utilities. Each respective parcel added by Declarant shall be bound by the road maintenance and assessment requirements governing River Edge Acres as set forth in this Section. These adjacent parcels, if created, and if allowed access by Declarant shall also contribute to road maintenance of the road through River Edge Acres on a per lot basis. Participation in road maintenance of the road through River Edge Acres shall be a condition of using such road by the adjoining lots.



Declarant hereby reserves the right to grant a non-exclusive easement, for ingress, egress and utilities to adjoining properties, over the private road through River Edge Acres, subject however to these road maintenance provisions. If additional road improvements are required by the County as a condition of providing access to these adjoining lots, all additionally required road improvements shall not be the responsibility of the owners of lots in River Edge Acres.

3.1.2 Annually, on the first Monday in April, the owners of all lots shall have a meeting to decide what maintenance is required to be performed on the road for the upcoming year. Each lot shall be entitled to one vote. A quorum for the meeting shall be 7 lots. If additional lots are required to maintain the road, the quorum increases by 1/2 for each such additional lot added. Once a quorum has been met, then the following may be decided or determined:

3.1.2a. The type and frequency of maintenance to be performed, which shall include at a minimum annual grading and placement of additional gravel and the cleaning of all drainage ditches and culverts as needed.

3.1.2b. The method of assessing costs as set forth above.

3.1.2c. The party who shall be responsible for collecting and dispersing of the road repair funds.

3.1.2d. The two-third majority of those persons present at the meeting need to approve repairs and maintenance to the roadway to keep it in its original condition. However, ninety percent of all parties obligated under these covenants need to approve any paving or major improvements to said road.

3.1.2e. Non-payment of road assessments shall cause a lien in the amount of the assessments to be filed against the defaulting owners of land served by the road. Until the road assessment has been paid in full, the owner shall no longer be entitled to vote upon road maintenance issues. The party to whom the assessment is owed shall be entitled to foreclose on the lien as permitted by

Washington statute.

3.1.2f. Cedar Falls Road is not a county road or city street and the County of Skamania, State of Washington, has no responsibility or obligation as to the maintenance, construction, repair, or snow removal of said road until such time as Skamania County accepts said road into the county road system.

3.2 LEVY OF PRIVATE ROADWAY AND MAINTENANCE ASSESSMENTS. The owners of River Edge Acres shall levy and collect assessments for the maintenance, construction, repair, and/or restoration of the private roadways within River Edge Acres from each owner of a lot, parcel, or combination of parcels on a per lot basis, regardless of whether a dwelling has been built upon the lot.

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

3.2.2 Each such unpaid assessment shall bear interest at the rate of twelve percent (12%) per annum from the date it is 30 days past due. All reasonable costs of collection of the assessment 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 shall remain a continuing lien on the residential lot against which the assessment is made until full paid. This 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 River Edge Acres and shall be binding upon all parties claiming title thereto, until January 1, 2017, at which time these Covenants, Conditions, and Restrictions shall automatically extend for successive periods of ten (10) years; unless prior to January 1, 2017, or at the end of any such ten-year (10-year) extension, written notice has been given to all owners



within River Edge Acres by those persons proposing termination, calling for a meeting, and at such meeting a decision has been made by a two-thirds (2/3) vote of those present and voting, at a special meeting of all owners called for such purpose, resolving to terminate these restrictions.

Provided, that these Covenants, Conditions and Restrictions may be amended by the Declarant, or its successors as developer, for a period of four years, during such period as declarant shall own more than seven (7) lots in River Edge Acres, the restrictions may be changed, supplanted, or rescinded in any or all particulars.

At any other time, by a vote of two-thirds (2/3) of the owners of River Edge Acres at any meeting called for such purposes, these Covenants, Conditions and Restrictions may be changed, supplanted, or rescinded in any or all particulars whereupon such change shall be binding upon such owners of residential lots and parcels in River Edge 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 River Edge 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 River Edge Acres owners or declarant shall constitute a lien thereon against the defaulting (violating) lot.

4.3 SUBORDINATION. Any breach of the covenants and restrictions contained herein, including a re-entry by reason of default; or judgment or lien resulting therefrom; shall be subordinate to any mortgage or Deed of Trust executed before the effective date of these covenants, or hereafter executed in good faith and for value encumbering a unit or parcel and these enforcement provisions shall be only be binding upon and effective against an owner, or subsequent owner occupying the land, but not against a lender or holder of any mortgage or Deed of Trust.

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 Covenants, Conditions, and Restrictions contained herein shall not be bound thereby; provided, in River Edge 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. Invalidation 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 River Edge 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 Covenants, Conditions, and Restrictions shall be operative as a set of covenants running with the land and touching and concerning the land, or equitable servitude, supplementing and interpreting these Covenants, Conditions, and Restrictions, and operating independently of the Covenants, Conditions, and Restrictions should the Covenants, Conditions, and Restrictions be, in any respect, inapplicable.

4.8 PERSON, ETC. When interpreting these Covenants, Conditions, 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.

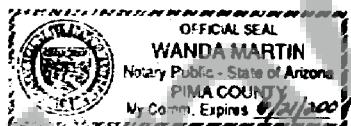
This Document was executed this 23<sup>rd</sup> day of March, 1999 by the following persons, having full legal authority to execute this document.

*Ken Davis* *Barbara J. Davis*  
Ken Davis *Barbara J. Davis atty in fact*  
Barbara J. Davis

State of Arizona  
County of Pima

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

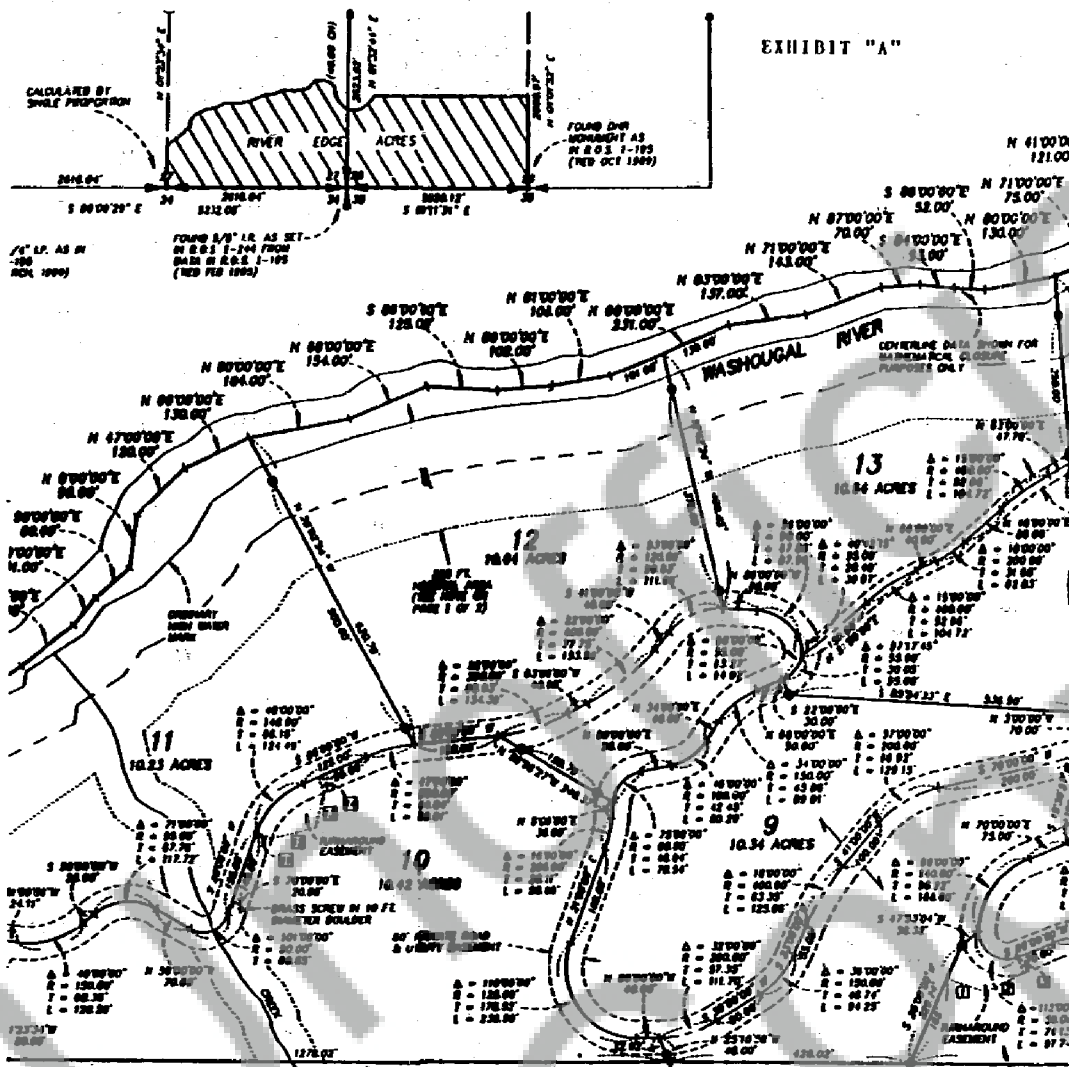
Given under my hand and official seal this 23<sup>rd</sup> day of March 1999.



*Wanda Martin*  
NOTARY PUBLIC  
MY APPOINTMENT EXPIRES: 6/21/2001  
RESIDING AT: 2923 E. Edmund St  
Valle Pk 85041

The undersigned, as purchaser of a lot in River Edge Acres does hereby acknowledge receipt of a copy of this Document, and does hereby agree to be bound by the terms of this document.

EXHIBIT "A"



A PORTION OF THE SOUTH HALF OF THE WESTERN QUARTER OF SECTION 36 AND THE SOUTHEAST QUARTER OF SECTION 37, TOWNSHIP 2 NORTH, RANGE 5 EAST, WILSON COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

BEING AT A ONE CONCRETE MONUMENT AT THE CORNER CORNER BETWEEN SECTIONS 36 AND 37, BEING NORTH 89° 11' 31" WEST, 2029.12 FEET TO A 1 INCH IRON PIPE WITH BRASS CAP SET TO MARK THE SOUTHEAST CORNER OF SECTION 37 AS SHOWN IN VOLUME 1 OF SURVEYS AT PAGE 193, WILSON COUNTY RECORDS, BEING NORTH 89° 00' 25" WEST, 2165.04 FEET TO A 1 INCH IRON PIPE WITH BRASS CAP SET TO MARK THE CORNER CORNER BETWEEN SECTIONS 37 AND 36 AS SHOWN IN SURVEY 1-193, BEING NORTH 89° 25' 34" EAST, ALONG THE WEST LINE OF THE SOUTHEAST QUARTER OF SECTION 37, AS SHOWN IN SURVEY 1-193, FOR A DISTANCE OF 828.00 FEET TO THE CENTER OF THE WASHOUGAL RIVER, BEING FOLLOWING S40° CENTRELINE EASTERNLY (UPSTREAM) FOR THE FOLLOWING COURSE: NORTH 77° 00' 00" EAST, 25.00 FEET, NORTH 80° 00' 00" EAST, 131.00 FEET, NORTH 83° 00' 00" EAST, 121.00 FEET, NORTH 30° 00' 00" EAST, 97.00 FEET, NORTH 50° 00' 00" EAST, 80.00 FEET, NORTH 60° 00' 00" EAST, 85.00 FEET, NORTH 40° 00' 00" EAST, 120.00 FEET, NORTH 80° 00' 00" EAST, 130.00 FEET, NORTH 80° 00' 00" EAST, 184.00 FEET, NORTH 80° 00' 00" EAST, 154.00 FEET, SOUTH 80° 00' 00" EAST, 125.00 FEET, NORTH 80° 00' 00" EAST, 105.00 FEET, NORTH 80° 00' 00" EAST, 165.00 FEET, NORTH 80° 00' 00" EAST, 231.00 FEET, NORTH 85° 00' 00" EAST, 137.00 FEET, NORTH 71° 00' 00" EAST, 143.00 FEET, NORTH 87° 00' 00" EAST, 70.00 FEET, SOUTH 80° 00' 00" EAST, 83.00 FEET, NORTH 80° 00' 00" EAST, 82.00 FEET, NORTH 80° 00' 00" EAST, 130.00 FEET, NORTH 80° 00' 00" EAST, 75.00 FEET, NORTH 81° 00' 00" EAST, 121.00 FEET, NORTH 80° 00' 00" EAST, 72.00 FEET, SOUTH 80° 00' 00" EAST, 88.00 FEET, SOUTH 80° 00' 00" EAST, 187.00 FEET, SOUTH 45° 00' 00" EAST, 80.00 FEET, SOUTH 51° 00' 00" EAST, 110.00 FEET, SOUTH 45° 00' 00" EAST, 80.00 FEET, SOUTH 51° 00' 00" EAST, 110.00 FEET, SOUTH 45° 00' 00" EAST, 80.00 FEET, SOUTH 51° 00' 00" EAST, 110.00 FEET.