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BOOK 199 PAGE 355

## RETURN ADDRESS:

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FILED  
TERRY RYAN

May 10 4 40 PM '00

O'Leary

GARY R. OLSON

Please Print or Type Information.

## Document Title(s) or transactions contained therein:

1. Covenants Conditions AND RESTRICTIONS
- 2.
- 3.
- 4.

## GRANTOR(S) (Last name, first, then first name and initials)

1. ALPINE Quality Construction SERVICES Inc.
- 2.
- 3.
- 4.

☐ Additional Names on Page \_\_\_\_\_ of Document.

## GRANTEE(S) (Last name, first, then first name and initials)

1. RIVER SHORT PLAT
2. VIEW " "
3. MEADOW " "
- 4.

☐ Additional Names on Page \_\_\_\_\_ of Document.

## LEGAL DESCRIPTION (Abbreviated: i.e., Lot, Block, Plat or Section Township, Range, Quarter/Quarter)

Lots 1, 2, and 3 of the RIVER SHORT PLAT

☐ Complete Legal on Page 2 of Document.

## REFERENCE NUMBER(S) Of Document assigned or released:

BK 399 340

Searched

Indexed

Serialized

Filed

Noted

☐ Additional Numbers on Page 2 of Document.

## ASSESSOR'S PROPERTY TAX PARCEL/ACCOUNT NUMBER

☒ Property Tax parcel ID is not yet assigned. 03 07 2540 0400☐ Additional Parcel Numbers on Page 1 of Document.

The Auditor/Recorder will rely on the information provided on the form. The Staff will not read the document to verify the accuracy or completeness of the indexing information.

May 12, 2000

DECLARATIONS OF COVENANTS, CONDITIONS AND  
RESTRICTIONS FOR THE SHORT PLATS:

1. RIVER - Lots 1, 2 and 3 of the RIVER Short Plat Bk. 3, Pg. 340, Section 25, T3N, R7E
2. VIEW - Lots 1, 2, 3 and 4 of the VIEW Short Plat Bk. 3, Pg. 339, Section 25, T3N, R7E
3. MEADOW - Lots 1, 2, 3 and 4 of the MEADOW Short Plat: See attached legal descriptions 710

RIVER 03 07 25 40 409  
" " " " 410

VIEW " " " " 300  
" " " " 303  
" " " " 304  
" " " " 305

MEADOW SEE ATTACHED LEGAL DESCRIPTIONS



**DECLARATION OF COVENANTS, CONDITIONS  
AND RESTRICTIONS FOR  
RIVER VIEW MEADOW DEVELOPMENT**

**ARTICLE I  
USE RESTRICTIONS**

**1. Employment of Property.**

The Owners shall use their respective properties for 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 the other lot owners. Owners shall maintain their lots, dwellings and any and all appurtenances to the high standards of the development. Painting and landscaping must be kept in good order, condition and repair and lots must be kept clean, sightly and sanitary at all times.

**2. Residential Use**

All lots in Plats River, View and Meadow are for single-family residential purposes only. No building or structure intended for or adapted to business or commercial purposes. No improvements or structure whatever, other than a private dwelling house, patio walls, swimming pool, and customary outbuilding, or garage, may be erected, placed or maintained on any lot. No day care, auto repair, or businesses requiring commercial vehicles to enter the development (to exclude UPS/FED X).

**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 the laws and statutes of the State of Washington, Skamania County, or other applicable government body.

**4. Nuisance.**

No swine, poultry, or fowl shall be kept on any lot. Domesticated animals; horses, cows, goats, dogs, cats, EMU's or pot bellied pigs will be limited to two each. 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 defined by the laws of the State of Washington or Skamania County.

**5. Vehicles.**

Parking of inoperable cars, junk cars, or other unsightly vehicles shall not be allowed on any lot or road or easement within the development except only within the confines of any enclosed garage. No auto dismantling allowed anywhere in development.

**6. 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, street or driveway. The Homeowners Association will remove the above at owner's expense, seven (7) days, after written notification.

**7. Exterior Lighting.**

Outdoor Lighting will be carefully reviewed to assure that neighboring properties are protected from the direct view of the light sources. No floodlighting will be permitted, and illumination necessary for evening activities must be directed downward, screened, and only bright enough to provide for the safe traverse of steps and paths. Ornate lighting types such as colored lights or extensive yard lighting will be prohibited, with the exception of seasonal lighting such as Christmas lights. Light sensitive automatic lighting is discouraged, in favor of motion activated lighting.

**8. Antennae and Satellite Dishes.**

No large antennae or satellite dishes, which are visible from other homes or the road, will be permitted. The use of landscaping is permitted to hide satellite dishes. Lot 4 River is excluded from this CC&R.

**9. Recreational Vehicles.**

Parking of trailers, boats or habitable motor vehicles of any nature on any site, road or easement for more than five (5) consecutive days is prohibited, unless it is within an enclosed garage or sight obscuring fence. Bona fide guest's recreation vehicles are allowed on the lot within close proximity to the residence or an out building for a period not to exceed twenty-one (21) days within a three-month period. A trailer or motor home may be parked on sight during construction.

**NO ON STREET OR EASEMENT PARKING WILL BE PERMITTED ON CLEAR VIEW LANE**

**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. An exception for prefabricated home can be considered if they meet the construction standards, on an individual basis by the developer.

**11. Firearms and Pyrotechnic Devices**

Because of the open areas and residential nature of River View Meadow, discharging firearms or igniting pyrotechnic devices (fireworks etc.) is positively prohibited

**12. Assurance of View.**

River View Meadow is set in a beautiful environment with varied vistas from all parts of the site. When planning your home, care should be taken to visually use the natural setting to provide filtered and selected views. At the same time care should be taken so as not to obstruct neighboring views. No structure or foliage may be erected or grown in such a manner as to obstruct the view from upper lots. This pertains to lots 3 and 4 of short Plats River, View and Meadow.

**ARTICLE 2**

**CONSTRUCTION AND LANDSCAPING REQUIREMENTS**

**1. Approval for Building or Construction Plans Reserved.**

For the purpose of further insuring the development of the lands so platted as an area of high standards the developer or Homeowners Association as defined in Article 3 reserves the power to control the building, structures, location, improvements and initial landscaping placed on each lot.

**2. Building Type and Completion.**

The floor area of the dwelling shall be no less than 1,800 square feet, exclusive of garage, covered walks, and open porches. No two-story, no split-level, and no one and one-half story building shall be constructed with a fully enclosed first floor area of less than 900 square feet. No structure shall exceed two stories in height. Dwelling size may be altered or modified by the Developer or Homeowners Association at their sole discretion. All modifications granted will be subject to maintaining the integrity of the neighborhood dwelling units so as not to create a home of lesser quality and/or street-appeal.

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. There is not a minimum time to begin construction. The twelve months rule applies only after permits have been issued and excavation started.

In the event that all or any portion of a residence or other building located on the property is damaged or destroyed. It shall be the duty of the owner thereof, with due diligence, to remove, or reconstruct such structure to original appearance and condition within six months.

**3. Construction Standards.**

There shall be only one residence permitted on each 2-acre lot, (with the possible exception of lot 2 River accessed from Baker Road spur). The exterior construction of all dwelling structures shall be double wall construction on all sides of the home with channel or horizontal lap siding, brick, masonry, or Cedar as 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 Developer or Homeowners Association. T-111 siding shall be excluded under all circumstances. The Vapor Barrier must be a dark color, white TYVEK or any light color is discouraged. Each roof shall be covered only by 250# ARC grade composition, wood shingles, wood shakes, tile, or other substitute as has been previously approved for such roof by the developer or Homeowners Association. Each dwelling shall be constructed with an attached and fully enclosed garage sufficient in size and design to house at least two full-size automobiles. A Carport in lieu of a garage is prohibited. Garages should be designed to open to the side of the house if at all possible. All outbuildings must be constructed to match the house in siding, roof pitch and roofing material, metal or pole buildings are prohibited. Only those dwellings shall be allowed which are constructed in accordance with and using construction techniques and materials regulated and permitted by the Uniform Building Code as adopted by the State of Washington and the local municipality with jurisdiction.

**4. Exterior Colors.**

The color of all exterior materials should be subdued to blend with the natural landscape. Earth tones are encouraged, although muted accent colors, which are used judiciously and with restraint may be permitted. In no case will colors approaching the primary range (red, blue, and yellow) be permitted, nor will drastic contrasts in value (light to dark) be allowed. It is the intent to preserve the appearance of the natural landscape and preclude the use of colors that would appear out of place and, therefore, offensive to the eye.

**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. There will be an exception made for a travel trailer or motor home used for a period of not more than six (6) months, while a permanent residence is under construction.

**6. Fences**

The greatest preservation of the natural environment would be achieved if no fences were to be built. We understand, however, that there is a functional need to enclose areas for privacy and for protection of children and containment of pets. Fencing, where required, should be designed to enhance the neighborhood. Wood fences must be maintained in good condition and stained or painted in earth colors. Privacy or screen walls must not exceed six feet in height, measured from existing natural grade, and they may not encroach into any required setback.

**7. Swimming Pools and Spas.**

Any in-ground pool requires a geo-technical engineer's design and approval from the Developer or Homeowners Association prior to construction. Covers such as inflatable bubbles will not be acceptable.



**8. Outdoor Storage.**

Outdoor areas housing trash containers, firewood, clotheslines, maintenance or service equipment such as lawnmowers, snow blowers or overflow storage shall be screened from all adjacent properties by a wall or fence.

**9. Landscaping and Property Maintenance.**

All dwellings and outbuildings must be landscaped within a fifty-foot (50') radius of the structure; landscaping work must be completed within ninety (90) days from owner's possession. Extensions will be granted for weather conditions, which prevent installation of plant materials or other landscaping improvements. Areas left in their natural state and lots prior to construction must be kept free of noxious weeds and field grass must be mowed at sufficient intervals to prevent a fire hazard.

**10. Access Drives.**

Access drives in many cases will have a significant impact on the site, as seen from the road. Consequently, great care should be given to the planning and design of access to your home. Wherever possible, buildings should be oriented so that the access is indirect, and garage openings do not directly face the road. From the garage, drives should move toward the roadway following the natural contours of the site. The surface of an access drive may not exceed 14 feet in width where it crosses the road right-of-way and the front setback of the lot.

**11. Grading, Drainage and Setbacks.**

The goal of the developers has been to preserve the natural existing topography and trees as much as possible. These goals should be carried through to all levels of development, including individual home sites. Excessive grading of your site should not be necessary and is not desirable for home siting. Great care should be taken in all grading work to avoid disruption of root systems of trees by trenching within the drip line or by either cutting or filling in such areas.

No excessive excavation or fill will be permitted on any lot except where specifically allowed by the Developer or Homeowners Association due to terrain considerations. Strong efforts should be made to balance cut and fill with minimal use of retaining walls and engineered building pads.

Drainage swales or washes interrupted by site improvements or additional drainage structures created by such improvements shall be constructed or reconstructed of natural materials properly placed for positive operation of the drainage system. Structures, that are artificial in appearance, such as drainage pipe, must be avoided unless buried. Erosion is to be controlled in all circumstances. Special care must be taken during construction to protect and retain exposed earth silt fences etc.

All dwellings and structures will observe a one hundred feet (100') set back from all hillsides, specifically but not restricted to, the southern hillsides on the lower portion of the properties. Grading or excavating into any hillside is strictly prohibited except for approved driveways.

**12. Road and Entry Maintenance**

The road maintenance is covered in the Road Maintenance Agreement recorded with the property. This includes the common area in the center of the cul-de-sac and the entrance.

**13. Remedies for Violations or Invalidation's:** The developer or elected officials of the Homeowners Association may, at any time, inspect a lot or improvement and, upon discovering a violation of the Covenants, Conditions and Restrictions provide a written notice of noncompliance to the Owner and if applicable, to the contractor including a reasonable time limitation within which to correct the violation, not to exceed thirty (30) days. If the violation creates an immediate hazard to the adjacent properties the time limit is waived. If an Owner and/or builder fails to comply with in this time period, the Developer or the Officials of the Homeowners Association or its authorized agents may enter the property and correct the violation at the expense of the Owner and/or contractor of such property. Any such entry and abatement or removal shall not be considered a trespass. Said expense shall be the primary responsibility of the Owner and be secured by a lien upon such site enforceable in accordance with the Declaration.

**14. Severability:** If any provision of these CCR's, or any section clause, sentence, phrase, or word, or the application thereof in any circumstances, is held invalid, the validity of the remainder of the CCR's or the application of the provision to other persons or circumstances is not affected thereby.

**15. Exclusions:** Lot 4 of the River short plat is excluded from the preceding Article 2 requirements.

**ARTICLE 3**

**AGREEMENT TO FORM A HOME OWNERS ASSOCIATION**

1. The owners agree to form an Association for the sole purpose of the administration of maintenance and repairs to the roadway and easements and enforcing the Covenants, Conditions and Restrictions according to the standards, terms and conditions contained and set forth herein.

**2. Organization of the Association**

The Association shall be organized as follows:

- A. **Members:** All owners of lots shall be entitled to be a member. There will be one (1) member per 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 will be selected in writing by a majority of the persons who have an interest in the Lot. If no person is able to achieve a majority vote, there will 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 Meetings:** 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. **Quarterly Meetings:** The membership of the Association will meet at least once a quarter on the second Tuesday of the month. The meeting will be held at a time and place set forth by the Association and pursuant to ten (10) days written notification required to all members. Notices will be considered given when properly mailed.
- D. **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 the executive officer of the Association. The Vice-Chairperson shall serve in the incapacity of the Chairperson, or in the event of his resignation. The Secretary shall keep the Records and Minutes of the Association, and shall be responsible for providing notice of meetings to those entitled members. 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.
- E. **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.
- F. **Powers:** The Association shall be vested with all of the following powers:
1. **Assessment:** To collect assessments from its members for the maintenance and repair of the roadway and utilities in, under and upon easements, to include weed control. Each property will be assessed an initial fee and a monthly fee. This fee will be determined by a majority of the first six homeowners after establishing an association and officers.
  2. **Contract:** To contract with qualified persons, corporations, or businesses for the undertaking of projects to maintain the road and easements at the standard set forth herein.
  3. **Costs:** To pay, from the 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. 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. To disburse the costs thereof from collected assessments.
  6. **Accounts:** To maintain, in its own name, accounts with a 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 filing liens against Owners for nonpayment of any assessments.
  8. **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. The majority of the required quorum shall approve all actions and decisions of the Association. 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.
  9. **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.
  10. **Lien Authority:** Each and every assessment made pursuant to the terms of this Declaration shall be a lien in favor of the Association 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 thereby expressly consents to the assessment, collection and lien authority of the Association set forth herein.
  11. **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.
  12. **Construction Standards and Landscaping:** The officers of the Homeowners Association will act as the architectural and landscape standards committee with "final decision making" authority.
  13. **Exclusion:** Lot 4 of the River short plat is excluded from Article 3.



**ARTICLE 4**  
**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 agrees thereby, on behalf of himself and heirs, successors and assigns, to observe and comply with the terms and conditions of this Declaration as they now exist and hereafter are 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 act 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 or damages.
5. **Attorney's 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. This will include arbitration, trial or appeal, or in any proceeding in federal bankruptcy court under state receivership or insolvency statutes, in addition to all other sums provided by law.

**ARTICLE 5**  
**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. Beyond this time said covenants should be automatically extended 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 and beyond by an instrument which has received the signatures of at least seventy-five (75%) percent of the votes eligible to be cast.

**ARTICLE 6**  
**GENERAL PROVISIONS**

1. **Severability:** Invalidation of any one of these Covenants, Conditions and Restrictions by judgment or court order will in no way affect or invalidate any other provision, which will remain in full force.
2. **Interpretation:** The captions herein are for the 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.
3. **Applicable Law and Venue:** Washington law shall govern This Agreement. All actions will be brought in Skamania County, Washington.
4. **Waiver:** Failure of any Property Owner or Association of Property Owners at any time to require performance of the provisions of this Declaration will not limit such party's right to enforce the provision. Additionally, any waiver of any breach of any provision will not constitute a waiver of any succeeding breach of that provision or a waiver of that provision itself.

**ARTICLE 7**  
**CONSTRUCTION STANDARDS**

In order to ensure that nuisances inherent to any construction process are kept to a minimum, the following regulations will be enforced during the construction period of all improvements at River View Meadow. Any violation of these regulations by an Owner's agent, representative, builder, contractor, or subcontractor will be treated as a violation by the Property Owner.

1. **Contractors:** No dwelling on a property shall be constructed except by a General Building Contractor licensed by the state of Washington, who performs his services under a general contractors bond as required by the State. No unlicensed or unbonded person shall be responsible for the actual construction of a dwelling, and it shall not be an exception to the licensed, bonded contractor requirement that the owner is doing the work or is responsible for the construction of the dwelling. This requirement may be waived under special circumstances by the developer or Homeowners Association.
2. **Construction Trailers:** Upon commencement of construction, a construction trailer or portable field office may be located on the building site within the building envelope, clear of all setbacks. The type, size, color of any portable office must be approved

**ARTICLE 4  
ADMINISTRATION AND ENFORCEMENT**

1. **Covenant:** 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 agrees thereby, on behalf of himself and heirs, successors and assigns, to observe and comply with the terms and conditions of this Declaration as they now exist and hereafter are amended.
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5. **Attorney's 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. This will include arbitration, trial or appeal, or in any proceeding in federal bankruptcy court under state receivership or insolvency statutes, in addition to all other sums provided by law.

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1. **Contractors:** No dwelling on a property shall be constructed except by a General Building Contractor licensed by the state of Washington, who performs his services under a general contractors bond as required by the State. No unlicensed or unbonded person shall be responsible for the actual construction of a dwelling, and it shall not be an exception to the licensed, bonded contractor requirement that the owner is doing the work or is responsible for the construction of the dwelling. This requirement may be waived under special circumstances by the developer or Homeowners Association.
2. **Construction Trailers:** Upon commencement of construction, a construction trailer or portable field office may be located on the building site within the building envelope, clear of all setbacks. The type, size, color of any portable office must be approved



by the Developer. The field office may not be placed on-site earlier than two weeks prior to the actual onset of continuous activity. A construction trailer may not remain on site for a period of time exceeding six months without written approval of the Developer.

3. **Trash Receptacles and Debris Removal:** Owners and builders shall clean up all trash and debris at the end of each day. An approved trash receptacle must remain on the site at all times for this purpose, to contain all lightweight materials or packaging. The receptacle must be positioned on the side alongside the access drive, clear of side and rear setbacks, adjacent road right(s)-of-way and neighboring properties. Trash receptacles must be emptied on a timely basis to overflow of refuse. Disposal shall be at a suitable off-site facility. Owners and builders are prohibited from dumping or burying trash anywhere on the site or elsewhere in River View Meadow. Heavy debris such as broken stone, wood scrap, and the like, must be removed from the site immediately upon completion of the work of each trade that has generated the debris. All concrete washouts, from both trucks and mixers, must occur within the building envelope of the lot in a location where it will ultimately be concealed by structure or covered by backfill. Washout in road rights-of-way, setbacks or on adjacent properties is strictly prohibited. During the construction period, each construction site shall be kept neat and shall be properly policed to prevent it from becoming a public eyesore or detriment to other Units or Properties. Any clean-up costs incurred by the Developer or the Homeowners Association in enforcing these requirements shall be payable by the owner and/or general contractor.
4. **Sanitary Facilities:** Each Owner or builder shall be responsible for providing adequate sanitary facilities for construction workers. Portable toilets must be located within the building envelope, clear of all setbacks.
5. **Construction Access:** The approved access drive will be the only construction access to any lot. At all times delivery and construction vehicles must be on graveled surfaces.
6. **Vehicles and Parking Areas:** Construction crews may not park on, or otherwise use, undeveloped portions of lots or Properties. All vehicles shall be parked within the building envelope. During very busy construction periods involving multiple trades such that all construction vehicles cannot be confined to the site proper, the overflow vehicles may be temporarily parked along the shoulder of the roadway. During these limited occurrences, vehicles must be off of the surface of the roadway or cul-de-sac to allow continual unconstrained access by normal traffic and emergency vehicles, including fire trucks. Vehicles may not be parked on neighboring lots, in nearby driveways, or an open space. Changing oil or other maintenance on any site is prohibited.
7. **Dust and Noise Control:** The contractor shall be responsible for controlling dust and noise from the construction site, including the removal of dirt and mud from public or private roads that is the result of construction activity on the site. The playing of radios or use of other audio equipment by construction crews during the improvement of any lot at River View Meadow is restricted so as not to disturb any adjoining Unit, Tract, Common Area Property.
8. **Material Deliveries:** All building materials, equipment and machinery required to construct a residence on any lot at River View Meadow must be delivered to and remain within the building envelope of each lot, clear of all setbacks. This includes all building materials, earth-moving equipment, trailers, generators, mixers, cranes, and any other equipment or machinery that will remain at River View Meadow overnight. Material delivery vehicles may not drive across adjacent lots or tracts to access a construction site.
9. **Alcohol and Controlled Substances:** The consumption of alcohol or use of any construction site or Common Area within River View Meadow is prohibited.
10. **Flies and Flammable Materials:** Careless disposition of cigarettes and other flammable materials as well as the build-up of potentially flammable materials constituting a fire hazard, is prohibited. At least 20-pound ABC-Rated Dry Chemical Fire Extinguishers shall be present and available in a conspicuous place on the construction site at all times.
11. **Pets:** No pets may be brought onto the property by any construction crew.
12. **Restoration of Property:** Upon completion of construction, each Owner and builder shall clean his construction site and repair all property which has damaged, including but not limited to, restoring grades and planting shrubs and/or trees and repair of streets, driveways, pathways, drains, culverts, ditches, signs, lighting, and fencing. In addition, the Owner and general contractor (builder) shall be held financially responsible for any damage repair, site restoration/vegetation and refuse removal required on any and all adjacent properties as a result of trespass or negligence by them, their employees, or sub-contracted agents. This will include removing mud from road and restoring gravel to original condition.
13. **Construction Signs:** With the exception of one small sign identifying the general contractor, individual signs identifying individual contractors, sub-contractors, tradesmen or suppliers are prohibited. Identification of licensed tradesmen, when required by state or county statutes shall be confined to the posting location of the building permit. Attachment of signs or similar material to trees is strictly prohibited.
14. **Quiet Operations:** Daily working hours for each construction site shall be from 30 minutes before sunrise to 30 minutes after sunset. Construction activity which generates excessive noise, such as hammering, sawing, excavation work, concrete delivery, etc., must be confined to the hours of 7:00 a.m. to 7:00 p.m., Monday through Friday, and 8:00 a.m. to 7:00 p.m. on Saturday. Noisy activity should be curtailed on Sunday of each week.
15. **Site Visitation:** Due to the inherent danger associated with an active construction site, visitors to any site should be limited to those persons with official business relating to the construction activity, such as construction workers and tradesmen, building officials, design review observers, sales personnel and the owner. Construction personnel should not invite or bring family members or friends, especially children to the job site.
16. **Licensing and Insurance:** All contractors and sub-contractors must post evidence of proper licensing and insurance with their lot owners and Developer, prior to entering the construction premises. Confirmation shall be evident in the form of a valid Washington State contractor's license and a certificate of insurance naming the lot owner as a certificate holder. The required insurance must provide coverage not less than the applicable limits of coverage relating to comprehensive general liability, automobile liability, and workman's compensation. The minimum limits of liability shall not be less than \$500,000.00 dollars each for general liability and automobile liability. General liability coverage shall contain provisions for contractual liability in broad form property damage. The certificate shall provide for a thirty-day notice to the certificate holders in the event of cancellation or material change in the limits of coverage.

In witness whereof ALPINE QUALITY CONSTRUCTION SERVICES INC., has caused this instrument to be executed by its duly authorized officer and its corporate seal to be hereunto affixed on 5/18, 2000

ALPINE QUALITY CONSTRUCTION SERVICES INC.

By: Terry Ryan  
Terry Ryan, President

STATE OF WASHINGTON )

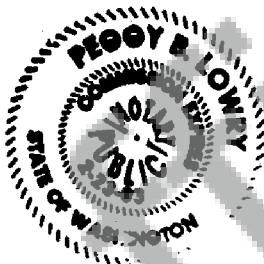
) ss:

COUNTY OF SKAMANIA )

On this 18<sup>th</sup> day of May, 2000, before me, the undersigned Notary Public in and for the state of Washington, duly commissioned and sworn, personally appeared Terry Ryan, known as President of Alpine Quality Construction Services Inc. having an interest in the plots of River View and Meadow, that executed the foregoing instrument and acknowledged the said instrument to be a free and voluntary act and deed of said ownership, for the uses and purposes therein mentioned and on oath stated that they are authorized to execute the said instrument.

Witness my hand and official seal hereto affixed and the day and year first above written.

Peggy B. Lowry  
Notary Public in and for the State of Washington,  
Residing in Carson, Washington  
MY COMMISSION EXPIRES: 2/23/03





BOOK 197 PAGE 803  
BOOK 199 PAGE 365

ADJUSTED LOT 1 OF "MEADOW SHORT PLAT" BOOK 3, PAGE 341:

A portion of the Northeast quarter of the Southeast quarter of Section 25, Township 3 North, Range 7 East, Willamette Meridian, Skamania County, Washington, described as follows:

BEGINNING at a 1/2 inch iron rod marking the Northeast corner of Lot 2 of the "Meadow Short Plat", recorded in Book 3 of Short Plats, page 341, Skamania County Auditor's Records, (said point also being the Northwest corner of the "Esch tract" as described in Book 77 of Deeds, page 842, Skamania County Auditor's Records); thence North  $88^{\circ} 49' 33''$  West, along the North line of Lot 2, for a distance of 243.29 feet to a 1/2 inch iron rod marking the Northwest corner of Lot 2 (Short Plat 3-341) and the TRUE POINT OF BEGINNING; thence North  $88^{\circ} 49' 33''$  West, along the North line of Lot 1 (Short Plat 3-341), for a distance of 259.50 feet to a 1/2 inch iron rod at the Northwest corner of Lot 1, (Short Plat 3-341); thence South  $00^{\circ} 51' 19''$  West, 317.45 feet to a 1/2 inch iron rod at the Southwest corner of Lot 1 on the North right-of-way line of "Clear View Lane"; thence, Southeasterly, along a 415.00 foot radius curve to the right (the radius point of which bears South  $09^{\circ} 29' 34''$  West), through a central angle of  $4^{\circ} 57' 53''$ , for an arc distance of 35.96 feet; thence South  $75^{\circ} 33' 51''$  East, 220.17 feet to a 1/2 inch iron rod at the "Point of Curvature" of a 10-foot radius curve (Short Plat 3-341); thence, leaving the North right-of-way line of "Clear View Lane", North  $02^{\circ} 24' 58''$  East, leaving the North right-of-way line of "Clear View Lane", for a distance of 374.78 feet to the TRUE POINT OF BEGINNING. *msw*

Gary H. Martin, Skamania County Assessor

Date 3-31-00 Parcel # 3-7-25-4-200  
*gfm*

BOOK 197 PAGE 812  
BOOK 199 PAGE 366

ADJUSTED LOT 2 OF "MEADOW SHORT PLAT" BOOK 3, PAGE 341:

A portion of the Northeast quarter of the Southeast quarter of Section 25, Township 3 North, Range 7 East, Willamette Meridian, Skamania County, Washington, described as follows:

BEGINNING at a 1/2 inch iron rod marking the Northeast corner of Lot 2 of the "Meadow Short Plat", recorded in Book 3 of Short Plats, page 341, Skamania County Auditor's Records, (said point also being the Northwest corner of the "Esch tract" as described in Book 77 of Deeds, page 842, Skamania County Auditor's Records); thence North  $88^{\circ} 49' 33''$  West, along the North line of Lot 2, for a distance of 20.00 feet to a 1/2 inch iron rod set in a "2000 Hagedorn, Inc. Survey" and the TRUE POINT OF BEGINNING; thence South  $01^{\circ} 37' 15''$  West, 224.75 feet to a 1/2 inch iron rod, ("2000 Hagedorn, Inc. Survey"); thence South  $01^{\circ} 48' 54''$  West, 177.05 feet to a 1/2 inch iron rod ("2000 Hagedorn, Inc. Survey"); thence North  $88^{\circ} 49' 33''$  West, for a distance of 178.03 feet to the center of a 50 foot radius cul-de-sac at the terminus of "Clear View Lane" (Short Plat 3-341); thence North  $75^{\circ} 33' 51''$  West, along the centerline of "Clear View Lane" (Short Plat 3-341), for a distance of 22.00 feet; thence leaving the centerline of "Clear View Lane" North  $02^{\circ} 01' 03''$  East, for a distance of 40.42 feet to the Northerly right-of-way line of "Clear View Lane" (Short Plat 3-341); thence Southwesterly, along the arc of a 50 foot radius curve to the left, (the radius point of which bears South  $23^{\circ} 25' 53''$  East), through a central angle of  $27^{\circ} 30' 25''$ , for an arc distance of 24.00 feet to a point of reverse curvature; thence along the arc of a 10 foot radius curve to the right, through a central angle of  $65^{\circ} 24' 10''$ , for an arc distance of 11.41 feet to a 1/2 inch iron rod (Short Plat 3-341); thence, leaving said Northerly right-of-way line, North  $02^{\circ} 24' 58''$  East, for a distance of 374.78 feet to a 1/2 inch iron rod at the Northwest corner of Lot 2 (Short Plat 3-341); thence North  $88^{\circ} 49' 33''$  West, along the North line of Lot 2, for a distance of 223.29 feet to the TRUE POINT OF BEGINNING.

TOGETHER WITH and SUBJECT TO easements and restrictions of record.

Gary H. Martin, Skamania County Assessor

Date 3-31-00 Parcel # 3-7-25-4-202  
JHM

Page 3 - QUIT CLAIM DEED

F:\WP51\SSS\5073.wpd



BOOK 147 PAGE 804

BOOK 199 PAGE 367

ADJUSTED LOT 3 OF "MEADOW SHORT PLAT" BOOK 3, PAGE 341:

A portion of the Northeast quarter of the Southeast quarter of Section 25, Township 3 North, Range 7 East, Willamette Meridian, Skamania County, Washington, described as follows:

BEGINNING at a 1/2 inch iron rod marking the Northeast corner of Lot 2 of the "Meadow Short Plat", recorded in Book 3 of Short Plats, page 341, Skamania County Auditor's Records, (said point also being the Northwest corner of the "Esch tract" as described in Book 77 of Deeds, page 842, Skamania County Auditor's Records); thence North 88° 49' 33" West, along the North line of Lot 2, for a distance of 20.00 feet to a 1/2 inch iron rod set in a "2000 Hagedorn, Inc. Survey"; thence South 01° 37' 15" West, 224.75 feet to a 1/2 inch iron rod, ("2000 Hagedorn, Inc. Survey"); thence South 01° 48' 54" West, 177.05 feet to a 1/2 inch iron rod ("2000 Hagedorn, Inc. Survey"); thence North 88° 49' 33" West, for a distance of 178.03 feet to the center of a 50 foot radius Cul-de-sac at the terminus of "Clear View Lane" (Short Plat 3-341); thence North 75° 33' 51" West, along the centerline of "Clear View Lane" (Short Plat 3-341), for a distance of 22.00 feet to the TRUE POINT OF BEGINNING; thence leaving the centerline of "Clear View Lane" North 02° 01' 03" East, for a distance of 40.42 feet to the Northerly right-of-way line of "Clear View Lane" (Short Plat 3-341); thence Southwesterly along the arc of a 50 foot radius curve to the left, (the radius point of which bears South 23° 25' 53" East), through a central angle of 27° 30' 25", for an arc distance of 24.00 feet to a point of reverse curvature; thence along the arc of a 10 foot radius curve to the right, through a central angle of 65° 24' 10", for an arc distance of 11.41 feet to a 1/2 inch iron rod (Short Plat 3-341); thence North 75° 33' 51" West, for a distance of 176.37 feet to a 1/2 inch iron rod at the Northwest corner Lot 3 (Short Plat 3-341); thence leaving said Northerly right-of-way line of "Clear View Lane", South 00° 49' 04" West, for a distance of 373.78 feet to a 1/2 inch iron rod at the Southwest corner of Lot 3 (Short Plat 3-341); thence South 00° 34' 32" West, 58.00 feet to a 1/2 inch iron rod ("2000 Hagedorn, Inc. Survey"); thence South 70° 58' 40" East, 206.00 feet to a 1/2 inch iron rod ("2000 Hagedorn, Inc. Survey"); thence North 00° 58' 28" East, 287.57 feet to a 1/2 inch iron rod ("2000 Hagedorn, Inc. Survey"); thence North 02° 01' 03" East, 144.84 feet to the TRUE POINT OF BEGINNING.

MJM

Gary H. Martin, Skamania County Assessor

Date 3-31-00 Parcel # 3-7-25-4-203

5744

ADJUSTED LOT 4 OF "MEADOW SHORT PLAT" BOOK 3, PAGE 341:

A portion of the Northeast quarter of the Southeast quarter of Section 25, Township 3 North, Range 7 East, Willamette Meridian, Skamania County, Washington, described as follows:

BEGINNING at a 1/2 inch iron rod marking the Northeast corner of Lot 2 of the "Meadow Short Plat", recorded in Book 3 of Short Plats, page 341, Skamania County Auditor's Records, (said point also being the Northwest corner of the "Esch tract" as described in Book 77 of Deeds, page 842, Skamania County Auditor's Records); thence North  $88^{\circ} 49' 33''$  West, along the North line of Lot 2, for a distance of 20.00 feet to a 1/2 inch iron rod set in a "2000 Hagedorn, Inc. Survey"; thence South  $01^{\circ} 37' 15''$  West, 224.75 feet to a 1/2 inch iron rod, ("2000 Hagedorn, Inc. Survey"); thence South  $01^{\circ} 48' 54''$  West, 177.05 feet to a 1/2 inch iron rod ("2000 Hagedorn, Inc. Survey") and the TRUE POINT OF BEGINNING; thence North  $88^{\circ} 49' 33''$  West, for a distance of 178.03 feet to the center of a 50 foot radius cul-de-sac at the terminus of "Clear View Lane" (Short Plat 3-341); thence North  $75^{\circ} 33' 51''$  West, along the centerline of "Clear View Lane" (Short Plat 3-341), for a distance of 22.00 feet; thence leaving the centerline of "Clear View Lane" South  $02^{\circ} 01' 03''$  West, 144.84 feet to a 1/2 inch iron rod ("2000 Hagedorn, Inc. Survey"); thence South  $0^{\circ} 58' 28''$  West, 287.57 feet to a 1/2 inch iron rod ("2000 Hagedorn, Inc. Survey"); thence South  $75^{\circ} 03' 21''$  East, 206.00 feet to a 1/2 inch iron rod ("2000 Hagedorn, Inc. Survey"); thence North  $00^{\circ} 59' 25''$  East, 335.80 feet to a 1/2 inch iron rod ("2000 Hagedorn, Inc. Survey"); thence North  $01^{\circ} 48' 54''$  East, 140.59 feet to the TRUE POINT OF BEGINNING.

Gary H. Martin, Skamania County Assessor

Date 3-31-60 Parcel # 3-7-25-4-204  
 5744