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BOOK 232 PAGE 778

RETURN ADDRESS: Paul Lambson
PO Box 430
Battle Ground, WA 98604

FILED FOR RECORD
STATE OF WASH
BY Paul Lambson

NOV 22 3 49 PM '02

Odyssey
J. MICHAEL HANVISON

Please Print or Type Information.

Document Title(s) or transactions contained therein:

1. Covenants, Conditions and Restrictions for Aria Oaks
- 2.
- 3.
- 4.

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

1. Lambson, Paul and Sally
- 2.
- 3.
- 4.

☐ Additional Names on Page 1 of Document.

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

1. Aria Oaks
- 2.
- 3.
- 4.

☐ Additional Names on Page 1 of Document.

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

NW 1/4 of Township 2N Range 7E section 21

LOTS 1-15 Aria Oaks

☒ Complete Legal on Page 4 of Document.

REFERENCE NUMBER(S) Of Document assigned or released:

Vol B Pg 114

☐ Additional Numbers on Page of Document.

ASSESSOR'S PROPERTY TAX PARCEL/ACCOUNT NUMBER

ID # 02 07 21 00 1003 00

☐ Property Tax parcel ID is not yet assigned.

☐ Additional Parcel Numbers on Page 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.

DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS FOR
ARIA OAKS

This declaration is made on the date set forth below by Paul and Sally Lambson (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 Aria Oaks 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 holders 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 Aria Oaks are sold and developed with single-family residences.

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. 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
- Declaration of Covenants, Conditions and Restrictions for Aria Oaks- page 1

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 Aria Oaks. 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 contractor 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.

2. 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.

3. 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 of Skamania County.

4. 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.

5. 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.

6. 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 1200 finished square feet of livable enclosed floor area. 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.

7. 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 2 of this Article II.

8. **Pets.** Owners shall observe and obey all laws applicable to residents of Skamania County pertaining to care, control and husbandry of animals and pets. 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. 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.

9. **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 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.

10. **Siding Material.** T-111 siding shall be excluded under all circumstances. Double construction on all sides of the home with channel or horizontal lap siding is the preferred siding material for home construction within Aria Oaks.

Paul Lambson
Declarant

Sally Lambson
Declarant

State of Washington)

County of *Clark*

On this *20* day of *November*, 2002, Paul Lambson and Sally Lambson personally appeared before me, to me known to be the Declarant and Owner of Aria Oaks Plat, and acknowledged that they signed the same as their free and voluntary act and deed for the uses and purposes therein mentioned.

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

CONNIE STRATTON
NOTARY PUBLIC
STATE OF WASHINGTON
My Commission Expires
DECEMBER 15, 2005

Connie Stratton
NOTARY PUBLIC in and for the
State of *Washington* residing
at: *Woodland*
My Commission Expires: *Dec 15, 2005*

Exhibit "A" BOOK 232 PAGE 782



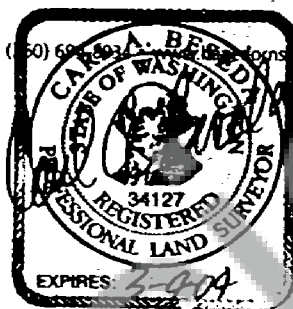
HAGEDORN, INC.

SURVEYORS AND ENGINEERS

1924 Broadway, Suite B • Vancouver, WA 98663 • (360) 696-4428 • (503) 283-6778 • Fax: (360) 696-5933 • www.hagedorn.com

September 27, 2002

PERIMETER DESCRIPTION FOR ARIA OAKS



A tract of land situated in the B.B. Bishop Donation Land Claim No. 39, in the Southwest quarter of Section 16 and the Northwest quarter of Section 21, Township 2 North, Range 7 East, Willamette Meridian, Town of North Bonneville, Skamania County, Washington, described as follows:

BEGINNING at the Northwest corner of "Shady Oak Lane" (aka "West Gumwood Avenue") as shown on the Plat of "Bauguess and Cole Addition to North Bonneville, Washington", recorded in Volume "A" of Plats, page 107, records of Skamania County, Washington, said point marked with a 7/8 inch aluminum rivet with washer stamped "2739-2, 1975"; thence North 39° 21' 47" West, 345.46 feet to a 3-1/2 inch aluminum cap stamped "2739-3, 1975"; thence North 29° 56' 14" West, 161.39 feet to a 3-1/2 inch aluminum cap stamped "AS-4, BDY, 1997"; thence North 35° 06' 14" East, 74.25 feet to a 3-1/2 inch aluminum cap stamped "AS-5, BDY, 1997"; thence South 72° 18' 44" East, 137.14 feet to a 3-1/2 inch aluminum cap stamped "AS-6, BDY 1997"; thence North 86° 57' 13" East, 92.27 feet to a 3-1/2 inch aluminum cap stamped "AS-7, BDY, 1997"; thence North 02° 30' 26" West, 164.46 feet to a 1/2 inch iron rod with yellow plastic cap stamped "Beseda 34127" set in a 2002 Hagedorn, Inc. Survey; thence North 32° 40' 16" East, 161.69 feet to a 3-1/2 inch aluminum cap stamped "AS-9, BDY, 1997"; thence North 31° 28' 14" East, 110.30 to a 3-1/2 inch aluminum cap stamped "AS-9A, BDY, 1997"; thence North 41° 34' 03" West, 174.43 feet to a 3-1/2 inch aluminum cap stamped "AS-10, BDY, 1975"; thence North 15° 59' 02" East, 192.34 feet to a 3 1/2 inch aluminum cap stamped "AS-11, BDY, 1997"; thence South 81° 32' 47" East, 41.44 feet to the West right-of-way line of East Cascade Drive (aka "Moffetts Spring Road"); thence, along the Westerly right-of-way line of "East Cascade Drive" the following courses: thence South 02° 17' 58" West, 16.48 feet; thence, along the arc of a 507.50 foot radius curve to the left, through a central angle of 28° 46' 00", for an arc

Exhibit "A"

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Perimeter Description for
Aria Oaks
September 27, 2002
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distance of 254.80 feet; thence South $26^{\circ} 28' 02''$ East, 48.60 feet; thence, along the arc of a 256.50 foot radius curve to the right, through a central angle of $21^{\circ} 00' 00''$ for an arc distance of 94.01 feet; thence South $05^{\circ} 28' 02''$ East, 227.70 feet to a concrete monument with brass cap stamped "N B 130"; thence, leaving said Westerly right-of-way line, North $88^{\circ} 32' 44''$ West, along the North line of the "Shlosberg tract" as described in Book 139 of deeds, page 937, for a distance of 145.15 feet to the Northwest corner thereof; thence South $04^{\circ} 32' 44''$ East, along the West line of the "Shlosberg tract" and the West line of the "Spears tract" as described in Book 198 of Deeds, page 588, for a distance of 155.00 feet to the Southwest corner thereof; thence, continuing South $04^{\circ} 32' 44''$ East, 5.00 feet; thence South $89^{\circ} 03' 07''$ East, 152.62 feet to the Westerly right-of-way line of "East Cascade Drive"; thence South $05^{\circ} 28' 02''$ East, along said Westerly right-of-way line for a distance of 5.00 feet; thence, along the arc of a 216.00 foot radius curve to the left, through a central angle of $24^{\circ} 55' 28''$ for an arc distance of 93.96 feet; thence South $50^{\circ} 48' 44''$ West, along the North right-of-way line of "Shady Oak Lane" for a distance of 204.19 feet to concrete monuments with brass cap marked "N B 135"; thence South $35^{\circ} 44' 42''$ West, along said North right-of-way line for a distance of 160.96 feet to the POINT OF BEGINNING.

TOGETHER WITH and SUBJECT TO easements and restrictions of record.

I, Carl A. Beseda, hereby declare that the preceding Legal Description is the Legal Description of the perimeter of this Plat to the best of my knowledge and belief, and that it was reviewed with the care of a prudent surveyor in this locality.

LD2002/ARIA OAKS PER.ach

Exhibit "B"



**SKAMANIA COUNTY
TITLE COMPANY**

(509) 427-5611
FAX (509) 427-5610

P.O. BOX 277 • 41 RUSSELL ST.
STEVENSON, WASHINGTON 98648

This sketch is furnished as a courtesy only by Skamania County Title Company and First American Title Insurance Company, and it is not a part of any Title commitment or Policy of Title Insurance. This sketch is furnished solely for the purpose of assisting in locating the premises and does not purport to show all highways, roads or easements affecting the property. No reliance should be placed upon this sketch for the locations or dimensions of the property upon this sketch for the locations or dimensions of the property and no liability is assumed for the correctness thereof.

