

After recording return to:

Dr. Robert Brown
302 Laurel Lane
Washougal, WA 98671

AMENDMENT TO COVENANTS, CONDITIONS AND RESTRICTIONS

DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS
OF
RUSHING WATER ESTATES, Recorded in AF#2005157512
AND
NORTHWATER ADDITION, Recorded in AF# 2005159148

THIS Declaration, made on this 3rd day of October, 2005, by Dr. Robert Brown,
hereinafter referred to as "Developer".

WITNESSETH:

THIS document amends, in its entirety, File #2005157514, dated June 3, 2005.

WHEREAS, Developer is the owner of certain real property in the County of Skamania, State of Washington which is legally described as Rushing Water Estates and Northwater Addition, pursuant to the laws of the State of Washington (hereinafter, the "Property").

WHEREAS, Developer hereby declares that all of the properties described above shall be held, sold and conveyed subject to the following easements, covenants, conditions, restrictions, reservations and charges, 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 property, or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

WHEREAS, Developer has deemed it desirable to these ends to create an agency to enforce certain said covenants, conditions, restrictions, reservations and charges, and

WHEREAS, Rushing Water Estates and Northwater Addition Homeowners Association. (Association") shall be a Washington nonprofit association formed for the purposes of

carrying out the intents and purpose of the Declaration of Covenants, Conditions and Restrictions.

NOW, THEREFORE, Developer hereby declares that the property described above is and shall be held upon and conveyed subject to the covenants, conditions, reservations and charges hereinafter set forth.

ARTICLE 1

Definitions

Section 1. The following words and terms when used in this Declaration or any supplemental Declaration shall have the following meanings:

- a. "Association" shall mean and refer to Rushing Water Estates and Northwater Addition Homeowners Association, a Washington association which may be formed pursuant to Article 2, Section 1 hereof.
- b. "Properties" shall mean and refer to that certain real property described above as Rushing Water Estates and Northwater Addition and any other property which may in the future be brought within the jurisdiction of the Association.
- c. "Lot" shall mean and refer to any plat of land, designated by number, shown on any recorded shortplat map of the Properties with the exception of plats of land not intended as residential building sites.
- d. "Owner" shall mean and refer to the record Owner, whether one or more persons or entities, of a fee simple title to any Lot within a part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.
- e. "Member" shall mean and refer to every person or entity who holds membership in the Association.
- f. "Architectural Review Committee" (Committee), subject to Article 2, shall mean a three person committee composed of the President of the Association and two other members elected by the members of the Association, or as appointed by Developer until formation of the Association.
- g. "Developer" shall refer to Rushing Water Estates and Northwater Addition or its assigns.

ARTICLE 2

Formation of Association

Section 1. Requirements for Formation. At such times as the Developer may desire, but in no event beyond that date upon which 80% of the lots in said shortplat, and any other lots annexed thereto, have been sold to persons other than the Developer, related entities, other builders who intend to resell the property or involuntary successors in interests such as lending institutions, an association of lot owners to be known as Rushing Water Estates and Northwater Addition Homeowners Association may be formed. Said Association may be a Washington Non Profit corporation at the option of the Developer or the members of the Association.

Section 2. Developer Responsibilities Prior to Formation of the Association. The Developer shall hold all membership rights in the Association until its formation, and furthermore, any references in this Declaration to Class B membership as held by the Developer, shall be effective so long as the Developer holds membership as well. Until such time as the Association is formed, the Developer shall act as Architectural Review Committee as defined hereunder.

ARTICLE 3 MEMBERSHIP AND VOTING RIGHTS

Section 1. Membership. Every person or entity who is an Owner shall be a member of the Association upon formation. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment by the Association. Ownership of such Lot shall be the sole qualification for membership.

Section 2. Voting Rights. The Association shall have two classes of voting membership.

Class A. Class A Members shall be all owners, with the exception of the Developer, and shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be Members. The vote for such Lot shall be exercised as they determined, but in no event shall more than one vote be cast respecting any Lot.

Class B. The Class B member shall be the Developer and shall be entitled to three votes for each Lot owned. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:

- a. When the Developer ceases to own Lot(s) within the Property, or
- b. On May 31, 2010.

ARTICLE 4 ANNEXATION OF ADDITIONAL PROPERTIES

The Developer, it's successors and assigns, hereby reserve the right, so long as it holds Class B membership, to annex additional property which may be contiguous to the property and which the Developer may own. As of the date hereof, the Developer

expects to annex adjacent property but makes no warranty that such property will be annexed.

ARTICLE 5 GENERAL PROTECTIVE COVENANTS

Section 1. Land Use. No lot shall be used except for residential purposes. No building shall be erected, altered, placed or permitted to remain on any Lot other than one detached single family dwelling not to exceed two stories in height, daylight basements are not considered a story. Outbuildings which are strictly incident to a private residence, i.e. garden shed, shop, barn (except that there shall be no metal pole buildings on the property) shall be permitted providing they conform in general appearance with the dwelling, including siding and color, shall be limited in size to a maximum of 1,152 square foot, and shall not exceed two story in height. Private swimming pool and sports courts are permitted. No manufactured homes of any size or year built shall be permitted as dwellings. No Lot shall be re-subdivided into a separate building site.

Section 2. Building Design. Construction and site plans are to be approved by the Developer (Committee) in writing, before excavation, for recommendations and approval. The exterior of all construction on any Lot shall be designed to be in harmony with existing dwellings located with respect to topography and finish grade elevation so as not to interfere with the reasonable enjoyment of any Lot; built with a quality of workmanship and materials compatible with other structures, and completed in a manner so as to blend with adjacent structures, the natural surrounding and landscaping within Rushing Water Estates and Northwater Addition.

Section 3. Dwelling Size. No residential building may be erected on the premises which has less than twenty five hundred (2500) square feet of heated living area for a single level home, and not less than thirty six hundred (3600) square feet for a multi-level home. "Daylight basement" footage does not apply toward this footage requirement.

Section 4. Exterior Building Construction and Color. All Building shall have shake, wood shingle, Architectural 80- 40 year composition acceptable to Committee, slate or tile roofs. Siding shall be brick, wood lapped or jointed, manufactured wood lapped or jointed, stucco or stone. Lapped siding shall extend to side and rear elevations as well. No plywood of any type, including T1-11, shall be allowed as finished siding material. Each dwelling shall have exterior accents of brick or stone on the front elevation. All sash shall be anodized bronze or painted aluminum, wood or vinyl. Color of exterior building materials should blend together to soften the visual impact. Colors deemed most appropriate to do this are light to medium pastels and earth tones.

Section 5. Building Setbacks. No building shall be located on any Lot nearer to the front, side or rear lot lines other than as permitted by the County of Skamania ordinances and codes but in no case nearer than the following:

| | |
|------------|---------|
| Front yard | 60 feet |
| Side yard | 40 feet |

Rear yard

30 feet

Section 6. Easements. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on a recorded plat. Within these easements, no structure, planting or other material shall be placed or permitted to remain which may cause damage of or interfere with the installation or maintenance of utilities, or which may change the direction of flow of drainage channels in the easements or which may obstruct or retard the flow of water through drainage channels in the easements.

Section 7. Temporary Structures. No structure of a temporary nature or character, tent, trailer, mobile home, shack, garage, barn or other outbuilding shall be used on any Lot at any time as a residence, either temporarily or permanently. All structures must comply with applicable building codes of the County of Skamania.

Section 8. Completion of Construction. All buildings shall be completed and the exterior of the buildings painted or stained within one (1) year from the beginning of construction.

Section 9. Parking. Boats, trailers, motorcycles, trucks, truck campers, motor homes or other recreational vehicles and equipments shall not be parked or be stored except within the confines of an enclosed garage or screened area and at all times behind the front setback of the dwelling. No vehicle shall be permitted to park on public right-of-way within Rushing Water Estates and Northwater Addition for a period exceeding forty eight (48) hours.

Section 10. Off Street Parking. All lots shall be developed for at least two surfaced off street parking spaces exclusive of that provided in garages. Each dwelling shall include one garage which shall provide covered, enclosed and surfaced parking for at least 3 and not more than 4 vehicles.

Section 11. Antennas and Service Facilities. Exterior antennas shall not be permitted to be placed upon the roof of a structure of any Lot so as to be visible from Brown Road in front of said Lot. No Citizens Band, short wave, radio or other towers may be installed anywhere on the Lot or structures on the Lot. Clotheslines or other service facilities including satellite television receivers shall be screened so as to not be visible from Brown Road.

Section 12. Maintenance of Grounds and Structures. Each lot and structure shall be maintained in a good and clean condition and be free of hazards, fire and otherwise, to the adjacent property and to the occupants thereof.

Section 13. Landscaping. All front yards must be seeded, sodded or landscaped within three months from the date of occupancy of the residence constructed thereon. Rear yards must be seeded, sodded or landscaped within one year. All landscaped areas shall be maintained in a neat and orderly condition.

Section 14. Garbage, Rubbish and Trash Disposal. No Lot or part of any area may be used as a dump for garbage, rubbish or trash of any kind. All garbage and other waste shall be kept in appropriate sanitary containers for proper disposal and out of public view. Construction job sites are to be cleaned up weekly and all construction debris removed.

Section 15. Signs. No signs shall be displayed to the public view on any Lot (excluding Rushing Water Estates and Northwater Addition signs placed on Lots owned by the Developer) except that not more than one "For Sale" or "For Rent" placed by the Owner or a licensed real estate agent, not exceeding 24 inches high and 36 inches long (or a builder during construction and sales period) may be temporarily placed on the Lot.

Section 16. Offensive Activities. No noxious or offensive activity shall be carried on within any private or public area nor shall anything be done or placed upon any private or public area which interferes with or jeopardizes any Owners use and right to quiet enjoyment of his Lot. No motorcycles or motorized recreational two or three wheeled vehicles shall be allowed to ride upon the Properties within Rushing Water Estates and Northwater Addition except for the purpose of ingress or egress to the development.

Section 17. Animals and Pet Enclosures. No animal or fowl of any kind may be raised, bred or kept on any Lot, except that cats, dogs, horses, birds or other household pets may be kept provided they are not bred or maintained for any commercial purpose, and in any event shall not be kept so as to constitute a nuisance and jeopardize any Owners use and enjoyment of his Lot. Pet houses must be compatible with the Owners house in color and material, shall be limited in size to a maximum of 10 square feet, except in the case of horses, and must be located where they will be visually unobtrusive and will have the least impact on neighbors for visibility, noise and odor. In no case shall dogs be allowed to bark excessively.

Section 18. Vehicles in Disrepair. No Owner shall permit any vehicle which is in the state of extreme disrepair to be abandoned or to remain parked upon Brown Road or any Lot for a period in excess of 24 hours. A vehicle shall be deemed in "extreme disrepair" when, in the opinion of the Committee, its presence offends the occupants of the neighborhood.

Section 19. Fences. The heights of ornamental fences shall be limited to three feet from the finished grade level from the front lot line back as far as the front line of the main structure projected to the side lot lines, and shall be limited to six feet for the remainder of the lot.

Section 20. Drainage Systems. Owners shall keep drainage systems clear of mud and debris. Job sites are required at the start of construction to have gravel pads on which to park construction vehicles and deliver materials. Daily street cleaning will be required by any Lot owners that have caused dirt or debris to be deposited on Brown Road from their job sites.

Section 21. Repeated Plans. There shall be no repeated exterior elevations within Rushing Water Estates and/or Northwater Addition.

Section 22. Woodpiles. Woodpiles must be neatly stacked, less than five (5) feet high and screened from view from Brown Road.

Section 23. Utilities. All utilities, on and in public dedicated areas, or on private property, including power and telephone shall be installed underground in compliance with all governmental regulations for the installation and maintenance of same.

Section 24. Timber Restriction. No tree(s) shall be cut except for the necessary clearing of trees for the purpose of building the dwelling, shop, barn or private driveways.

Section 25. Mail Boxes. All mail boxes must be of a standard accepted by the U.S. Postal Authorities, and must be located in those areas required of the U.S. Postal Department. Structures containing such mailboxes must be approved by the Developer.

ARTICLE 6 ARCHITECTURAL REVIEW COMMITTEE

Section 1. Membership Committee shall mean and refer to the Architectural Review Committee as provided for and defined in this Declaration. Upon its formation, the Association shall appoint the Committee. The Committee shall consist of three members, who need not be members of the Association. The members of the Committee shall serve without compensation.

The Committee may designate a representative to act for it, in the event of death, retirement or resignation of any member of the Committee. Replacement members of the Committee shall be appointed by and serve at the pleasure of the directors of the Association.

Until such time as the Association is formed, the Developer shall act as the Architectural Review Committee.

Section 2. Procedure. All buildings and structures, including concrete or masonry walls, rockeries, fences, private roads and driveways and swimming pools to be constructed within the Property shall be approved by the Committee. One set of complete plans and specifications of all proposed buildings, structures, and exterior alterations, together with detailed plans showing the proposed location of the same in the particular building site, shall be submitted to the Committee before construction or alteration is started, and such construction or alteration shall not be started until written approval thereof is given by the Committee.

All plans and specifications for approval by the Committee must be submitted at least fifteen days prior to the proposed construction starting date. The maximum height of any residence shall be established by the Committee as a part of the plan approval and shall be given in writing, together with the approval. Said plans and specifications shall be prepared by an architect or a competent home designer.

As to all improvements, construction and alterations within the Property, the Committee shall have the right to refuse to approve any design, plan, or color for such improvement, construction or alterations, which is not suitable or desirable in the Committee's opinion, for any reason, aesthetic or otherwise, and in so passing upon such design, the Committee shall have the right to take into consideration the suitability of the proposed building or other structure, and the exterior material of which it is to be built and the exterior color scheme, to the site upon which it is proposed to erect the same, the harmony thereof with the surroundings, and the affect or impairment that such structures will have on the view of surrounding building sites, and any and all facts, which in the opinion of the Committee, shall affect the desirability or suitability of such proposed structures, improvements or alterations.

No building, fence, wall or other permanent structure or fixtures shall be erected, altered, or placed on any Lot in Rushing Water Estates or Northwater Addition until a set of documents including floor plans, grading plan, exterior elevations, site plan, specifications and a color board including exterior building materials, roof materials and paint color samples for the exterior walls and trim have been submitted to the Committee and the Committee has approved, in writing, as to quality of workmanship and materials planned and for conformity and harmony of the external design with existing structures, if any, on said Lots.

In the event the Committee fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, such approval will not be required and the conditions of this Declaration shall be deemed to have been fully complied with. In any event, specific requirements of this Declaration, such as minimum square footages, shall be fully complied with whether plans have or have not been approved by the Committee. The Owner shall pay all attorney's fees, court costs, and other expenses incurred in connection with any decision of the Committee.

ARTICLE 7 GENERAL PROVISIONS

Section 1. Term. This Declaration is to run with the land and shall be binding on all parties and all persons claiming under them for a period of twenty (20) years from the date this Declaration is recorded, agreeing to the change of this Declaration in whole or in part. Invalidation of any part of this Declaration shall in no way affect any other provision, which shall remain in full force and effect.

Section 2. Enforcement. The foregoing Declaration of Covenants, Conditions and Restrictions shall bind and ensure to the benefit of, and be enforceable by suit for

injunction or for damages by the Owners of any of the above described lands, their and each of their legal representatives, heirs, successors and assigns; and a failure, either by the Owners above named or their legal representatives, heirs, successors and assigns to enforce any of such condition or restrictions shall in no event be deemed a waiver of the right to do so thereafter.

Section 3. Attorney Fees. Should suit or action be instituted to enforce any of the foregoing restrictions, conditions or covenants after written demand for the discontinuance of a violation thereof and any failure to do so, then, whether said suit be reduced to a decree or not, the Owner seeking to enforce or to restrain any such violation shall be entitled to have and recover from such defendants, in addition to the costs and disbursements allowed by law, such sum as the court may adjudge reasonable as an attorney fee in such suit or action.

Section 4. Amendments. This Declaration may be amended during the first twenty (20) years from the date of this Declaration, by an instrument signed by the members entitled to cast not less than ninety percent of the votes and thereafter by an instrument signed by the members entitled to cast not less than seventy five percent of the votes. Any amendment must be recorded.

Section 5. Notices. Any notice required to be sent to any Member or Owner under the provisions of this Declaration shall be deemed to have been properly sent when mailed to the last known address of the person who appears as Member or Owner on the records of the Association at the time of such mailing.

Section 6. Severability. Invalidation of any one of these covenants, conditions or restrictions by judgment of court order shall in no way affect any other provisions which shall remain in full force and effect.

Section 7. Governing Law and Venue. These Declarations and any action maintained thereon shall be governed and construed by the laws of the State of Washington. Venue for any action under or pursuant to these Declarations shall be Skamania county, Washington.

Section 8. 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 in Rushing Water Estates or Northwater Addition and their respective legal representatives, heirs, successors or assigns.

Made and executed this 3rd day of October, 2005

By: 
Robert Brown, Owner/Developer

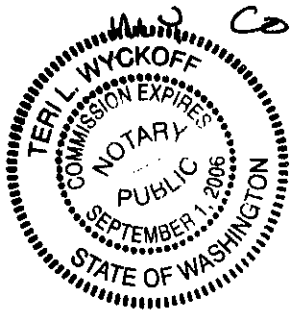
STATE OF WASHINGTON
COUNTY OF SKAMANIA : ss

ON THIS DAY PERSONALLY APPEARED BEFORE ME
ROBERT BROWN TO ME KNOWN TO BE
THE INDIVIDUAL(S) DESCRIBED IN AND WHO EXECUTED
THE WITHIN AND ACKNOWLEDGED TO ME THAT
HE SIGNED THE SAME AS HIS FREE AND
VOLUNTARY ACT AND DEED FOR THE PURPOSES
THEREIN MENTIONED.

GIVEN UNDER MY HAND AND OFFICIAL
SEAL THIS 3RD DAY OF OCTOBER, 2005.

NOTARY PUBLIC IN AND FOR THE STATE OF
WASHINGTON, RESIDING AT STEVENSON

COMMISSION EXPIRES 9-1-06.



Teri L. Wyckoff
TERI L. WYCKOFF