

RETURN ADDRESS:

River View Meadow HOA

Attention: Steve Weiss

P.O. Box 229
Mosier, OR 97040

Please Print or Type Information.

Document Title(s) or transactions contained therein:

1. DECLARATIONS OF EXPLICIT COVENANTS CONDITIONS AND RESTRICTIONS
2. FOR THE RIVER VIEW MEADOW NEIGHBORHOOD SERVICED BY CLEAR VIEW LANE
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, View, Meadow Neighborhood; Property Owners / Home Owners Assoc. represented
 2. by Steve Weiss, President/Organizer for the first year beginning on the recording date
 3. of the Declarations of Explicit Covenants Conditions And Restrictions For The River View Meadow.
 4. Neighborhood Serviced By Clear View Lane
- Additional Names on Page _____ of Document.

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

River Short Plat View Short Plat Meadow Short Plat
Lots 1, 2, 3 of the River Short Plat, Lots 1, 2, 3, 4, of the View Short Plat, Lots 1, 2, 3, 4, of
the Meadow Short Plat

Complete Legal on Page 20 of Document.

REFERENCE NUMBER(S) Of Document assigned or released:

Bk. 199 Pg. 926 June 9, 2000

Additional Numbers on Page _____ of Document.

ASSESSOR'S PROPERTY TAX PARCEL/ACCOUNT NUMBER

Property Tax parcel ID is not yet assigned.

Additional Parcel Numbers on Page 1 of Document. Bk. 199 Pg. 356

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 *11.10*

RIVER	03	07	25	40	409
"	"	"	"	"	410
VIEW	"	"	"	"	300
"	"	"	"	"	303
"	"	"	"	"	304
"	"	"	"	"	305

MEADOW SEE ATTACHED LEGAL DESCRIPTIONS

RVM

DECLARATION OF EXPLICIT COVENANTS, CONDITIONS AND RESTRICTIONS FOR THE RIVER VIEW MEADOW NEIGHBORHOOD SERVICED BY CLEAR VIEW LANE

GENERAL STATEMENT OF INTENT: The River View Meadow Development has been designed as an exclusive single-family residential community, with the intent of maintaining the integrity and high quality of design and construction, which is appropriate for such a development. The overall purpose of the Covenants, Conditions and Restrictions (CC&R's) contained herein is to maintain the high-quality nature of the development and thereby protect the homeowner's investment in their individual properties. The paramount objective is to maintain a community of custom-built homes, which is exclusive and well maintained allowing all homeowners the peaceful enjoyment of their properties.

GENERAL RULES OF CONSTRUCTION: These CC&R's shall be construed so as to give effect to the purposes intended by said CC&R's, with any ambiguities to be resolved considering the surrounding circumstances of this development, and in particular, the high-quality nature of the homes constructed or to be constructed. The rule of strict construction against the drafter of these CC&R's shall not be utilized in construing these CC&R's, and all homeowners hereby waive said rule of construction. Further, when a covenant provides for the consent of any Homeowner's Association, committee or board, before any construction may commence by any individual homeowner, that covenant shall be upheld so long as the authority to consent is exercised reasonably and in good faith.

EVIDENCE OF CONSENT TO ANY CONSTRUCTION: When any consent is required by the homeowner's association committee or board under these CC&R's that consent must be in writing. There is no exception to this rule, and any homeowner applying for consent may not rely on any oral consent or behavior or actions that may tend to acknowledge consent, but must obtain written consent before any construction or other such activities are commenced. The purpose of this requirement is to prevent any misunderstanding between any parties and to provide certainty. The only exception to this rule would be where consent is unreasonably and in bad faith withheld by the homeowner's association, committee or board.

WAIVER OR AMENDMENT OF ANY CC&RS: When any homeowner seeks a waiver or amendment from these CC&R's, such request for any waiver or amendment must also be in writing and authorized by the homeowner's association, committee or board, as appropriate, as provided for herein. If any waiver or amendment is approved, it must also be in writing as contained in an appropriate document such as an earnest money agreement, building contract, or other written document associated with the waiver or amendment. The purpose of this requirement is to prevent any misunderstanding between any parties and to provide certainty.

ARTICLE I
USE RESTRICTIONS

1. Antennae and Satellite Dishes:

Antennae or satellite dishes over thirty inches (30") in diameter, which are visible from other homes or the road are prohibited. Short wave or Ham Radio antennae will be considered by the HOA on an individual basis

2. Assurance of View: Inconsistent Views throughout the Development

1. River View Meadow is set in a beautiful environment with varied vistas from all of the properties. 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 with sight obscuring fences or foliage. Any structure, fence or foliage, to include existing trees maintained or arranged in a manner as "to obstruct the vision or view of the Columbia River" from the upper lots are prohibited. An exception will be made for conifers with limbs removed to a height to not obstruct the view. This pertains to lots 2 and 3 of the River short plat and 3 and 4 of short plats View and Meadow. Disputes regarding this provision shall be submitted to the HOA. A committee established for the purpose of resolving such disputes will review them. Any homeowners involved shall have the right to present any evidence, including pictures, building plans, etc., in support of their relative positions. See Definition No. 44 for a further explanation of this section.
2. **Sight Obscuring: General Considerations:** Due to the natural contour of the subdivision and the placement of lots thereon, some lots will naturally have a clearer and less obstructed view of the Colombia River. Accordingly, where a particular lot is located so as to have another lot between it and the Colombia River view, there will be some unavoidable obstruction of the view of that particular lot and accordingly there is no guarantee of a completely unobstructed view of any portion of the Colombia River in such a situation. However, to balance the interests of the two lot Owners in such a situation, the following factors will be utilized in determining what constitutes an allowable obstruction of the view of the Colombia River: The "upper-lot" or "upper-home" shall refer to a lot or home which has another home or lot potentially obstructing its view of the Colombia River. The "lower-lot" or "lower-home" shall refer to the lot or home, which is obstructing or could potentially obstruct the view of the upper-lot or upper-home.
 - a. Initially, all owners are subject to the same height restrictions as contained in the CC&R's, including, without limitation, that any home may not exceed two stories. Due to the concerns over view obstruction to upper-homes, the HOA needs to determine the maximum height of the ridgeline for all homes yet to be built within the development (i.e., the two-story limitation needs to be further quantified), which height shall consider the ridgelines of homes already built and shall not act to establish a lower ridgeline for lower-homes, and shall not change or amend building plans which have already been approved. This process shall be completed through the appointment of a committee for this purpose, with the view of balancing the interests of all homeowners.
 - b. The ridgeline shall be defined as the highest point of any part of the roof of a home, excluding chimneys, other ventilation or similar pipes. It shall be noted that chimneys, other pipes or structures, which protrude above the ridgeline, shall be constructed in a manner so as to avoid obstructing the view of the upper home to the fullest extent possible.
 - c. Because the elevation differential between upper-homes and lower-homes will be different throughout the subdivision due to the natural contour of the development, and because all homes to be built will be subject to the same height restrictions, it would be impossible to select a fixed number of feet by which the floor line (the finished surface of the first floor excluding day light basements) of the upper home must exceed in height the ridgeline of the

lower-home; in fact in some cases, due to the contour of the land the ridgeline of the lower-home may in fact exceed the ridgeline of the upper-home.

- d. In a situation where a home is not yet built on an upper-lot, the owner thereof shall attempt to place his or her home on the upper-lot so as to best maximize the Columbia River view, subject, however, to these CC&R's.
- e. In a situation where a home has not yet been built on a lower-lot, and there is an existing upper-home or upper-lot, the owner of the lower-lot shall construct his or her home according to the following directives:
 - 1. Care shall be taken to construct the lower home so as not to unnecessarily obstruct the view of the upper-home.
 - 2. If a dispute arises between the owner of the upper-home and lower-lot, then the dispute shall be referred to the HOA for resolution, utilizing the guidelines contained herein, on a case-by-case basis.
- f. The primary consideration in making any determination under this provision is that all owners shall be subject to the same height and other construction standards, and that lower-lot and lower-home owners shall be treated no differently than owners of upper-homes or upper-lots. However, there shall be a balancing of the interests of the disputing parties, subject however, to these guidelines and the CC&R's. Any determinations made must consider the overall purposes and objectives of these CC&R's and the general considerations of this provision.

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, statutes or building codes of the State of Washington, Skamania County, or any other applicable government body. Any violation will constitute a violation of the CC&R's

4. Enjoyment of Property:

The owners shall maintain their respective properties for their own enjoyment in such a manner so as not to offend or detract from the other owners' enjoyment of their own respective properties. The maintenance painting, landscaping, upkeep and any repairs done on lots or homes shall be the sole responsibility of the individual owners, and not the responsibility of the other lot owners or HOA. Owners must maintain their lots, dwellings and any and all appurtenances to the high standards and compatibility of the development, considering, in particular, the high-quality nature of the development.

5. Exterior Lighting:

Outdoor Lighting will be carefully reviewed by the HOA to assure that neighboring properties are protected from the direct view of the light sources. Floodlighting will be permitted if approved by the HOA on an individual basis. Any 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 prohibited in favor of motion-activated lighting

6. 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.

7. Nuisances:

Domesticated animals: dogs, cats, and household pets are allowed. No noxious or offensive activity shall be carried on upon the Properties or Lots nor shall anything be done thereon which may become an irritant

8. Prefabricated Homes:

The use, placement or storage of Manufactured, Mobile, Modular, or Prefabricated homes or similar structures, which are largely constructed off-site as living units, are prohibited. An exception for Prefabricated Homes (ex. Lynwood Homes) can be considered on an individual basis by the HOA if they conform to the CC&R's and meet the development and construction standards. Any owner seeking an exception for a Prefabricated Home must present all building plans, architectural renditions, images, pictures or other documents, which in any way relate to the requested Prefabricated Home to the HOA for review. The HOA shall promptly appoint a committee to review the owner's proposed documents, which shall then promptly report its findings to the HOA and the owner. The HOA shall then vote on whether to allow the Prefabricated Home, with consent requiring a simple majority of the HOA.

9. Recreational Vehicles:

Parking of motor homes, trailers, boats or habitable motor vehicles of any nature on any property, road or easement for more than five (5) consecutive days is prohibited unless it is confined 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 per guest within a three-month period. A trailer or motor home may be parked on-site during the construction period.

10. Residential Use:

All lots in Plats River, View and Meadow are for single-family residential purposes only. No buildings or structures intended for or adapted to business, group or commercial purposes is permitted. No improvements or structures whatever other than a private home, patio, walls, swimming pool, and customary outbuildings, or garages, may be erected, placed or maintained on any lot. No wrecking yard, auto equipment or repair, or any business or group requiring commercial vehicles or an excessive amount of private vehicles to enter the development (to exclude normal family gatherings, ordinary residential services and delivery or maintenance vehicles) is permitted.

11. Trash and Trash Containers:

No trash, garbage, discarded equipment, rubbish, ashes, yard rakings, old appliances or parts thereof, iron, steel, aluminum or other metal, mattresses, bedding, clothing, cloth, straw, packing material, cardboard, paper, tin cans, wire, bottles, glass, cement, wood or timber not neatly stacked or piled or materials resulting from landscaping activity, or any other refuse is permitted. No such material shall be thrown, dumped or allowed to accumulate on any lot, building site, street or driveway. All trash must be stored in an approved commercial container located within a permanent structure where they are not visible from outside the premises. Any party violating this provision shall be notified by the HOA in writing to comply and cure the violation within seven (7) days. This includes conditions judicially determined to be unhealthy after written complaints from two or more residents within the neighborhood or municipal officials. If after notification by the HOA of noncompliance in this regard, if the owner does not cure the violation within 7 days, the HOA may assess the owner the amount necessary to cure the noncompliance on an ongoing basis. If the owner does not cure the noncompliance within 14 days after notification, beginning on the 15th day, the HOA may charge the owner a penalty for noncompliance.

12. Vehicles:

Parking or storage of inoperable cars, junk vehicles (as described in the attached "definitions") commercial vehicles, restoration of vehicles, construction equipment or farm machinery shall not be allowed except only within the confines of an enclosed garage. Vehicle or vehicles, (autos, trucks, commercial vehicles, construction or farm equipment etc.) not registered in the state of Washington to a person permanently residing in the River View Meadow Development, "For Sale" or regularly displaying a "Dealer Plate" to avoid registration in violation of Washington State law, is not allowed on any lot, road or easement within the development to include enclosed garages or outbuildings.

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

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ARTICLE 2
CONSTRUCTION AND LANDSCAPING REQUIREMENTS

1. 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. Buildings will be oriented so that the access is indirect and garage openings do not 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.

2. Approval for Building or Construction Plans:

For the purpose of further insuring the development of the lands so platted as an area of premium homes the HOA must approve the Building and Site Plan (location of improvements and home placement), and initial landscaping before it is placed on each lot for compliance with the CC&R's. The approval process shall be as follows: The owner shall submit all required documents to the HOA, which in turn will designate a committee to review said documents. The committee shall promptly review said documents and report their findings to the HOA. If the committee approves the documents, the HOA shall then vote upon whether or not to approve the plans, with a simple majority required for approval. If the committee reports any problems with the plans or the HOA cites any problems with the plans, the HOA shall then report any problems and any required modifications to the owner who will have 30 days to make said modifications. The owner shall then resubmit their documents for the review process as set forth herein.

3. Building Type and Completion:

The habitable floor areas of the dwelling shall be no less than 1,800 square feet, exclusive of the garage, covered walks, and open porches. No two-story, split-level, or 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 (excluding basements). All modifications granted by the HOA will be subject to maintaining the integrity of the neighborhood, homes and landscaping so as not to create a dwelling that is incompatible with the quality, standards and/or street-appeal of the other homes in the development.

When construction on any lot has begun, it must be pursued to completion with diligence and finished within six (6) months from the issuance of the building permit. There is not a minimum time to begin construction after purchasing a property. The six-month (6) rule applies only after permits have been issued and ends when the "final inspection certificate" is issued by the Building Department. An exception to this rule can be made by the HOA for legitimate reasons such as inability to obtain major building components or materials on time, weather and contractor or construction problems, or similar issues.

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 the original appearance and condition within six (6) months. Any such reconstruction must also undergo the same approval procedure outlined in paragraph # 2 preceding.

4. Construction Standards.

There shall be only one residence permitted on each 2-acre lot with the exception of Lot 2 of the River Short Plat (lot #6). The reason for this exception is unique topography and lot configuration, specific to this Lot only. The exterior construction of all dwelling structures shall be double wall construction on all sides of the home with horizontal lap siding, Brick, Masonry, Hardi-plank or Cedar as the preferred siding materials within the development. Said materials shall be used unless a substitute material is reviewed and approved by the HOA. T-111 and Vinyl siding are prohibited. Existing dwelling units constructed using Vinyl or T-111 siding prior to the recording of these Revised Covenants, Conditions and Restrictions may be repaired as necessary using the same materials for siding. However if any individual or cumulative repair involves greater than five percent (5%) of the total surface area of the dwelling unit then the dwelling unit must be re-sided with the approved materials listed here, above. Each roof shall be covered with 250#

ARC grade composition roofing, wood shingles, wood shakes, tile, or another substitute material that has been previously approved for that specific roof by the HOA. Each dwelling shall be constructed concurrently 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. Garage openings shall be designed to not face the road. 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 Building and Energy Codes as adopted by the State of Washington and the local municipality with jurisdiction.

5. Exterior Colors.

The color of all exterior materials should be subdued to blend with the natural landscape 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.

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 on any adjoining property. Fences constructed primarily of materials other than wood must first be approved by the HOA prior to construction.

7. Grading, Drainage and Setbacks.

One goal of the HOA is to preserve the natural existing topography and trees as much as possible. This standard will 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 the 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 Homeowners Association due to terrain considerations. Strong efforts should be made to balance cuts and fills 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 not be visible they must be buried or hidden by landscaping.

Erosion must be controlled in all circumstances.

Special care must be taken during construction to protect and retain exposed earth by the use of straw, silt fences or other methods approved by The Department of Natural Resources. Ground cover must be implemented where and when necessary.

All dwellings and structures will observe a one hundred feet (100') set back from all hillsides measured from the first break at the top of any bank exceeding a slope of 2 to 1. To include but not restricted to, the southern hillsides on the lower portion of the properties. An owner may obtain a variance upon application in writing to the HOA accompanied by a "home-site specific" geo-technical report that verifies there is no risk of landslides or other deleterious results will occur when a structure is sited within the specified setback of any hillside. Grading or excavating into any hillside is strictly prohibited except for approved homes and driveways supported by a favorable geo-technical engineering report.

8. Landscaping and Property Maintenance.

All dwellings and outbuildings must be landscaped within a fifty-foot (50') radius of the structure. Landscaping must be completed within ninety days (90) from the 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 must be tastefully landscaped to complement the development and approved by the HOA. 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.

9. Outdoor Storage.

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

10. Swimming Pools and Spas.

Any in-ground pool requires a favorable geo-technical engineer's design and approval from the Homeowners' Association for compliance prior to construction.

11. Temporary Structures.

No structure of a temporary nature 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. There will be an exception made for a job trailer, travel trailer or motor home used for a period of not more than of six (6) months while a permanent residence is under construction.

ARTICLE 3
CONSTRUCTION REGULATIONS

In order to ensure that nuisances inherent to any construction process are kept to a minimum, the following regulations will be enforced during the period of any construction that must be approved by the HOA or any improvements on properties in the River View Meadow development. The Property Owner will be responsible for any violation of the following Construction Regulations by his agent, representatives, employees or contractors:

1. **Alcohol and Controlled Substances:** The consumption of alcohol or any controlled substance at the construction site or Common Area within River View Meadow is prohibited and will be reported to Law Enforcement.
2. **Contractors:** All structures constructed in the River View Meadow development must be directly managed by an on-site General Contractor licensed in Washington State. He must have in force a current License, Bond, Workers Compensation and General Liability Insurance. The General Contractor must know the Washington State Building and Energy codes. He has to be familiar with and adhere to local Skamania County ordinances and the governing construction standards and restrictions contained within the CC&R's. He must also have prior experience constructing new homes. It is a requirement that the General Contractor be on- site at least three times a week to supervise and ensure the project is on schedule. No unlicensed or unbonded contractor or person shall be responsible for the actual construction of a dwelling. **It will 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 includes using a General Contractor's credentials to circumvent this requirement.** The HOA may waive this requirement, at their discretion under special circumstances. This waiver is available to individual's providing proof of experience, knowledge and presenting the required General Liability Insurance and Bond. Lack of knowledge of any of the listed requirements will not be a defense or release from these requirements.

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3. **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.
4. **Construction Signage:** 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.
5. **Construction Trailers:** Construction trailers or portable field offices designed as such may be located on the building site within the building envelope clear of all setbacks. The HOA must approve the type and condition before they are placed. The construction trailer or field office may be placed on-site earlier than it is needed (not to exceed 30 days) prior to the actual onset of construction. A construction trailer may not remain on site for a period of time exceeding six months or dwelling completion without written approval of the HOA.
6. **Daily Operations:** Construction activity which generates excessive noise, such as hammering, sawing, excavation work, deliveries or similar activities must be confined to the hours between 7:00 A.M. to 7:00 P.M. Monday through Friday and 8:00 A.M. to 7:00 P.M. on Saturday and Sunday.
7. **Dust and Noise Control:** The owner will be responsible for controlling dust and noise from the construction site. The playing of radios or use of other audio equipment by construction crews during construction or improvement of any lot in the River View Meadow development is prohibited (excluding head phones) so as not to disturb any adjoining Homes, Lots, or Common Area Properties.
8. **Fires and Flammable Materials:** Careless disposition of cigarettes and the build-up of potentially flammable materials constituting a fire hazard are prohibited. A minimum 20-pound ABC-Rated Dry Chemical Fire Extinguishers shall be present and available in a conspicuous place on the construction site at all times.
9. **Licensing and Insurance:** All contractors and sub-contractors must post evidence of proper licensing and insurance with the property owner and HOA prior to beginning any type of work on the property. Confirmation shall be evident in the form of a valid Washington State contractor's license, bond and a certificate of insurance naming the property owner as an additional insured. The required insurance must provide coverage of not less than the applicable limits of coverage relating to Comprehensive General Liability, Bond and Workman's Compensation Insurance. The minimum limits of liability for each contractor or subcontractor will not be less than \$500,000.00 dollars each for General Liability. General Liability coverage shall contain provisions for contractual liability in Broad Form Property Damage. This certificate will provide for a thirty-day (30) notice to the certificate holders in the event of cancellation or material change in the limits of coverage.
10. **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. Construction equipment cannot be stored on the building lot for periods exceeding one week, seven (7) days in any 12-month period. Material delivery vehicles may not drive across adjacent lots or tracts to access a construction site.
11. **Pets:** Pets, other than those of the owners or their guests will not be allowed on the construction site or property.
12. **Restoration of Property:** Upon construction completion the property owner is responsible for cleaning the construction site and repairing all property that has been damaged. Including but not limited to; restoring grades and planting shrubs and/or trees, repairing streets, driveways, pathways, drains, culverts, ditches, signs, lighting, and fencing. In addition, the property owner shall be held financially responsible for any damage repair, site restoration, re-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 immediately removing mud from the road and restoring the gravel surface and or roadbed to the original condition.

13. **Sanitary Facilities:** The owner will be responsible for providing adequate sanitary facilities for construction workers. Portable toilets must be located within the building envelope, pumped regularly and situated clear of all setbacks.
14. **Site Visitations:** Due to the inherent danger associated with an active construction site, visitors to any site will be limited to those persons with official business relating to the construction activity such as; contractors, construction workers, tradesmen, building officials, sales personnel and the owners or their representatives. Construction personnel will not bring any family members or friends to the construction site. Anyone on the building site after working hours without the specific permission of the owner(s) will be guilty of and charged with Criminal Trespass, and subject to other liabilities as allowed by law.
15. **Trash Receptacles and Debris Removal:** Property Owners will be responsible for the clean up of all trash and debris on the property at the end of each day. An HOA approved commercial trash receptacle (ex. drop box) must remain on the property at all times for the purpose of containing all wood scraps and remnants of construction or packaging materials. This receptacle must be positioned on the property 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 prevent overflow of refuse. Disposal shall be at a suitable off-site facility. Property Owners, their contractors or anyone associated in any way with construction 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, downed trees, limbs, land clearing material and the or any material in view must be removed from the site within twenty four (24) hours upon completion of the work of each contractor that has generated the debris before another phase can begin. All concrete washouts, from both trucks and mixers, must occur within the building envelope of the lot (70' foot radius) in a location where it will ultimately be concealed by a structure or covered by backfill. Concrete washouts in the road right of way, setbacks or on adjacent properties are strictly prohibited. During the construction period each construction site must be kept sanitary, clean, neat and properly policed to prevent it from becoming a health hazard, public eyesore or detriment to other Homes or Properties. Any clean-up costs incurred by the HOA in enforcing these requirements will be assessed to the property owner. The property owner will have 7 days after notice to pay said assessed costs.
16. **Vehicles and Parking Areas:** Construction and employee vehicles shall be parked within the boundaries of the construction lot. During very busy construction periods involving multiple trades where all such 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 (fire trucks, ambulances etc.). Vehicles may not be parked on neighboring lots, open spaces or block driveways.

ARTICLE 4 **INDIVIDUAL INSURANCE**

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

ARTICLE 5
ADMINISTRATION and ENFORCEMENT

1. **Law and Venue.** Washington law shall govern this agreement. All actions will be brought in Clark County, Washington. An Affidavit will be used to exclude all Skamania County Judges County Judges to include the Superior Court Judge and all owners specifically consent to the exercise of personal jurisdiction and venue by the courts of Clark County, Washington.
2. **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 Homeowners' Association shall be indemnified for and be entitled to recover from the other party or parties involved 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.
3. **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, heirs, successors and assigns, to observe and comply with the terms and conditions of this Declaration as they now exist and hereafter are amended. There is not a "Grandfather Clause" allowed in or recognized by these CC&R's. Violators will have thirty days (30) to bring their property into compliance from the date of recording of the Declaration of Revised Covenants, Conditions and Restrictions for River View Meadow
4. ***Disclaimer of Liability:** The Lot Owners shall not be liable to any person for acts or omissions done in good faith in the administration and enforcement of this Declaration.
5. **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.
6. **Remedies for Violations or Invalidation's:** Any party violating the Covenants, Conditions and Restrictions shall receive written notification from the Homeowners' Association. This will include a reasonable time limit within which to correct the violation, not to exceed seven (7) days. If the violation creates an immediate hazard to the adjacent properties the time limit is waived. Failure on the part of the owner or contractor to correct the violation within the time period authorizes the HOA or its authorized agents to enter the property and correct the violation at the expense of the Owner of such property. Any such entry and abatement or removal shall not be considered a trespass; the owner involved hereby consents to such entry, again, only for the limited purpose and scope of correcting the violation. If the HOA perceives that a breach of the peace would occur by such entry, then it may resort to legal proceedings for appropriate relief from a court of competent jurisdiction. If the property owner fails to promptly reimburse the Homeowners' Association a lien will be filed against his property, this cost will be in addition to the cost incurred during enforcement.
7. **Fines.** Fifty (\$50.00) dollars per day fine will be levied against the Property owner if the violation is not corrected within the time limit allowed in this document. 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 attempted breach of this declaration cannot be adequately remedied by an action at law or exclusively by recovery or damages.
8. **Right to Enforce:** Any Lot owner or Association of Lot Owners shall have the right to enforce by preceding at law or in equity all restrictions, conditions, covenants, reservations, requirements, liens and charges now or hereafter imposed by the provisions of this Declaration.

9. **Road Maintenance:** The road maintenance is covered in a separate Road Maintenance Agreement recorded with the property. This includes the common area in the center of the cul-de-sac and the entrance.
10. **Severability:** If any provision of these CC&R's or any section clause, sentence, phrase, or word, or if the application thereof in any circumstances is held invalid, the validity of the remainder of the CC&R's or the application of the provision to other persons or circumstances is not affected thereby. Invalidation of any one of these Covenants, Conditions and Restrictions by a Judgment or Court Order will in no way affect or invalidate any other provision, which will remain in full force.
11. **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 other provisions. 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.
12. **Written Requests, Responses, Waivers, Approvals, Communications and Notifications:** All CC&R Requests, Responses, Waivers, Approvals, Communications and Notifications will be valid only if communicated and acknowledged in written form. There will not be any exception to this rule. Oral communications for the above purposes are invalid. Ignorance of this Regulation is not an excuse or defense, and the defense of estoppels is hereby waived by the owners.

ARTICLE 6
DURATION

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 will be automatically extended until terminated by an instrument which has received the signatures of the majority of the votes eligible to be cast by the property owners.

ARTICLE 7
AGREEMENT TO FORM A HOME OWNERS ASSOCIATION

The property owners will form a Homeowners' Association (HOA) for the sole purposes of the administration, maintenance and repairs to the roadway, common areas and easements and enforcing the Covenants, Conditions and Restrictions according to the standards, terms and conditions contained and set forth herein. This association will not have authority until at least eight (8) lots are sold. HOA will adhere to a standard organizational table such as the following example:

Organization of the Association

The Association shall be organized as follows:

As provided for in the Washington State Statutes the first President of the Homeowners Association will be appointed by the Developer to preside over the HOA for a period of one year beginning upon the recording of this document. General elections will be held one year from that time. The first duty of the President is to appoint an Architectural Control Committee consisting of three lot owners of the Presidents selection. They will also serve for a period of one year concurrent with the Presidents. The second duty of the HOA President is to direct the ARC committee to notify anyone in violation of the CC&R's to correct the violation within the specified time period. Alpine Quality Construction Services Inc. through its President Terry Ryan appoints Stephen Weiss as the first President of the HOA. Mr. Weiss has selected Mr. Lannen to chair the ARC. Mr. Polansky and Mr. Ostler upon their acceptance will become the remaining members of the ARC with all terms running concurrently with Stephen Weiss the President of the HOA.

- A. **Elections:** Subsequent to nominations from the membership, election of officers shall be by majority vote of the members. Any owner or member may nominate them selves for any officer position.
- B. **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 Property one member will be selected in writing to represent all members. If a representative cannot be selected that properties voting privileges are revoked until a representative is selected.
- C. **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 the 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 Vice-Chairperson shall also preside at the meetings of the Association in the absence of the Chairperson. The **Secretary** shall keep the Records and Minutes of the Association meetings 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.
- D. **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.
- E. **Quarterly Meetings:** The membership of the Association will meet at least once a quarter. These meetings 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.

POWERS

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

1. **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.
2. **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?
3. **Assessment:** To collect assessments from its members for the enforcement of the CC&R's, maintenance and repair of the roadway and utilities in, under and upon easements, to include weed control. Each property will be assessed a \$200.00 dollar initial fee and \$20.00 dollars monthly fee.
4. **Construction Standards and Landscaping:** The officers of the Homeowners Association will act as or appoint an Architectural and landscape standards Review Committee with "final decision making" authority. The purpose is to review and approve the initial site plan, building plans and landscaping plans and ensure building and landscaping and landscaping maintenance is maintained.
5. **Contract:** To contract with qualified persons, corporations, or businesses for the undertaking of projects to maintain the CC&R's, road and easements to the standard set forth herein.
6. **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.
7. **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 CC&R 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.
8. **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 HOA 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.

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. **Services:** To retain legal, accounting or engineering advice pertaining to any project or suit undertaken pursuant to the terms of this Agreement. The offending party will pay the association's costs.
11. **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.
12. **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 compliance with the CC&R's with all required fees paid. Any member who is not in good standing with all fees paid and their property in compliance with all Washington State Laws, Skamania County codes and RVM CC&R's shall have their voting privileges revoked. When these violations have been corrected and they are in compliance with all outstanding fees, interest, late charges or collection fees associated with such delinquencies are paid and the violator is reinstated by the HOA. Their voting and attendance rights to any meetings are restored.

EXCLUSIONS

1. Any Variances, Waivers or Approvals by the Developer, Alpine Quality Construction Services Inc. through its President Terry Ryan in writing prior to May 2004 are listed below and have been approved.
 - a. **Howie Grossman:** Lot 4 River (12) He is excluded from all of the CC&R's except the ones specifically mentioned herein.
 - b. **Larry Ostler:** Lot 2 Meadow (#5) Variance for setback of home after furnishing geo-tech report. Mr. Ostler requested a Variance to build in his setback. He provided a home site-specific Geo-Technical report and approved plans.
 - c. **David Papp:** As provided for in the previous CC&R's; Dividing Lot 2 River short plat (#6) (Due to topographical consideration and lot configuration specific to this lot only) with the conditions: (1) that not less than one acre remains in the River View Meadow Development (2) it must adjoin the road easement entirely (3) there can be access for only the home adjoining Clear View Lane (4) any additional lot(s) must access from the Baker Road Spur.
 - d. **Stephen Weiss:** Lot 3 View (9). Approval of different Building Materials and Building Plans, Mr. Weiss requested and was granted approval to install a Log Home on his property as a condition of sale. He has presented the Building and Site Plans for this home and they were approved without conditions.
 - e. **Mr. Polansky:** Lot 1 Meadow (#4) all plans were provided by Realtor Ginger Townsend and the builder and were approved.
 - f. **Tom Lannen:** Lot 1 View (#3) Plans approved and permission granted by the Developer. The President of the Home Owners Association, Stephen Weiss and the Developer waive Article 3 #2 allowing Tom Lannen to act as his own General Contractor. All other CC&R's will be observed.
 - g. **Specific Exclusions:** Lot 2 River short plat can be divided into a one-acre lot accessed from Clear View Lane with two additional lots accessed from Baker Road Spur. Lower Lots platted off of two (2) (#6) River Short Plat and Lot four (4) (#12) of the River Short Plat are excluded

from these CC&R's. These lots will not access the development from Clear View Lane and will be considered separate of the upper lots.

NOTE: These Exclusions will survive the recording of the Covenants, Conditions and Restrictions contained herein and remain binding to the HOA.

DEFINITIONS

3. **Actual Construction:** The actual placing of building materials in their permanent position, fastened in a permanent manner, including excavating.
4. **Approved Plan:** A plan that has been approved and stamped by the municipalities Building Department and the designated CC&R authority.
5. **ARC:** Architectural Control Committee
6. **Automobile Wrecking:** The dismantling or disassembly of motor vehicles, or the storage, sale or dumping of dismantled, partially disassembled, obsolete or wrecked vehicles or their parts. Three or more dismantled, obsolete or inoperable motor vehicles on one lot shall constitute a wrecking yard.
7. **Building Envelope:** A seventy-foot (70') radius from the center of where the structure will be placed.
8. **CC&R:** Covenants, Conditions and Restrictions
9. **Clearing:** The excavation, destruction or removal of vegetation and /or trees intentionally taken from a site by any means. This does not include landscape maintenance or pruning consistent with accepted horticultural practices.
10. **Compatible Design/Compatibility:** A building and/or a site design that blends with the majority of the other homes in the development. This may include; type, size, roof pitch, windows or other architectural details.
11. **Construction Equipment:** Equipment designed specifically for use in commercial construction: dump trucks, road graders, cranes, bulldozers and excavators or like equipment.
12. **Contractor:** A General or Sub-contractor knowledgeable in the Washington State Building and Energy Codes. They must be Bonded, Insured and Licensed within the State of Washington experienced in new home construction, and provide verification of completed projects.
13. **Developer:** Any person, firm or corporation undertaking the development of any parcel of land.
14. **Domestic Animal:** Any animal other than livestock that lives and breeds in a tame condition including but not limited to dogs, cats and other domesticated pets.
15. **Driveway:** An access providing ingress and egress to land from a private or public street.
16. **Dwelling (unit), Single Family:** A structure designed or used for residential purposes only by one (1) family and containing only one individual dwelling unit per lot. All dwelling units must conform to the recorded CC&R's.
17. **Engineer:** A professional individual licensed by the state of Washington to practice civil, structural, geo-technical, or any type of engineering required by the CC&R's or county.
18. **Enlargement:** An increase in size of an existing structure or use affecting the physical size of the property, building, parking and any other improvements.
19. **Erosion Control:** The design and implementation of measures to control erosion, sedimentation and to permanently stabilize soil exposed during, and after construction. This is accomplished using a combination of physical and structural control and cover measures and utilizing the Department of Natural Resources required practices.
20. **Employees:** Refers to all persons paid or unpaid including the proprietors working on the premises.

21. **Fence:** A barrier enclosing or bordering a field, yard, etc. usually made of posts and wire or wood, used to prevent entrance to confine, for privacy or to mark a boundary.
22. **Final Inspection Certificate:** Issued when all the building requirements including garages, decks or any attached structures are completed and signed off with a "Final Certificate" issued by the local Building Inspector.
23. **Floor line:** The finished surface of the first floor on top of floor coverings; to exclude daylight basements.
24. **Foliage:** The leaves of a plant or trees collectively.
25. **Grading and Filling:** Any excavation moving or removing dirt, rock or similar materials with machinery such as bulldozers or road graders.
26. **Habitable Floor Area:** Any room meeting the requirements of the adopted Building Code for sleeping, living, cooking or dining purposes, excluding such enclosed places as closets, pantries, bath or toilet rooms, hallways, laundries, storage spaces utility rooms and similar spaces.
27. **HOA (Homeowners' Association):** A non-profit corporation or association operating under a recorded land agreement which (1) Each person owning or purchasing a lot in a planned development or other described land area is automatically by such ownership or purchase a member: (2) each lot is automatically subject to a charge for a proportionate share of the expenses for the organizations activities, road maintenance, maintaining common areas and improvements and enforcing the CC&R's.
28. **Homeowner:** Used in this context is synonymous with Property Owners / Legal Owners.
29. **Improvement:** Something done to real property that brings it into a more valuable or desirable condition.
30. **Junk Vehicles:** Definitions; A vehicle left on the property outside an approved enclosed structure longer than a thirty days (30) period that has:
 - A. A build-up of debris, moss or weeds on, in, under, or around the vehicle that obstructs use.
 - B. Extensive damage to the frame
 - C. More than one missing or shattered windows
 - D. Inoperable head lights and tail lights
 - E. More than two flat tires.
 - F. Missing or inoperable major drive train or body components
 - G. Not licensed for more than sixty days
 - H. Evidence that it has not moved in (30) days
 - I. Has an approximate fair market value equal only to the approximate value of its scrap. It is not currently and properly titled as required by Washington State law to a property owner in the RVM development.
31. **Landscaping:** Arranging, improving or modifying the features of a landscape for aesthetic reasons. This can be accomplished using nursery stock, decorative plants, flowers, shrubs or trees. Landscaping may also include other improvements such as courtyards or fountains.
32. **Land Disturbing Activity:** Any activity that results in any removal or changes in the existing soil, vegetation or topography. Erosion control must be implemented every time you have a disturbance.
33. **Legal Owner:** The owner that possesses legal title to the property as recorded in the Skamania County clerk's office.
34. **Maintain:** To allow continuing in existence. When the context indicates, the word shall mean to preserve and care for a structure or sustain in condition an area to such an extent that it remains and conforms to the development is safe, presentable and carries out the purpose for which it was installed, constructed or required.
35. **Manufactured Home:** A factory built single family structure that meets the National Manufactured Home Construction and Safety Standards Act (42 U.S.C. Section 5401), commonly known as the Department of Housing and Urban Development (HUD) code.
36. **Modular Home:** Housing that is constructed off site and built according to the minimum standards established by the Uniform Building Code (UBC) or the International Residential Code (IRC) if applicable.
37. **Noxious:** Harmful or injurious to health or physical well being to individuals or to the community, esp. in violation of their legal rights.

38. **Nuisance:** Something obnoxious, offensive or annoying to individuals or to the community, esp. in violation of their legal rights.
39. **Offensive:** Causing resentful displeasure: highly irritating, angering or annoying to individuals or to the community, especially in violation of their legal rights.
40. **On-Sight:** The actual, physical construction site. The contractor or subcontractor will be on sight to supervise on a regular basis, not less than three times a week.
41. **Permitted Use:** Those uses allowed as a matter of right within the local ordinances and CC&R's.
42. **Premises:** A lot, plot or parcel of land including any buildings or uses thereon
43. **Recreational Vehicle:** Any commercially manufactured vehicle that is not intended for permanent placement; Boats, Tent Trailers, Travel Trailers, Motor Homes or Fifth Wheel Trailers.
44. **Restoration:** Actions performed to restore or reestablish functional characteristics and processes, which have been changed, disturbed or lost by alterations, activities or catastrophic events.
45. **Road:** Main thoroughfare, same as street.
46. **Ridgeline:** The ridgeline shall be defined as the highest point of any part of the roof of a home, excluding chimneys, other ventilation or similar pipes. It shall be noted that chimneys, other pipes or structures, which protrude above the ridgeline, shall be constructed in a manner so as to avoid obstructing the view of the upper home to the fullest extent possible
47. **RVM:** Refers to the River View Meadow Development.
48. **Structural Alteration:** Any change in a supporting member of a building to include; load bearing walls, columns, beams, girders floor or ceiling joists, roof rafters, roof supports, foundations, piles, retaining walls or similar components.
49. **Variance:** An administrative or quasi-judicial decision giving permission to change or otherwise modify the requirements of the CC&R's. A County Variance does not replace the CC&R's and a variance is still required from the HOA or their appointees.

REFERENCES USED TO PREPARE THE COVENANTS, CONDITIONS AND RESTRICTIONS

1. Skamania County Development Assistance Handbook, January, 1982 ordinance #1981-5
2. Skamania County Ordinance 1996-03 (part): Title 21A CRITICAL AREAS, chapter 21A.06 GEOLOGICALLY HAZARDOUS AREAS 21A.06.010 Erosion Hazard Areas,
3. GEOLOGICALLY HAZARDOUS AREAS, 21A.06.020 Landslide Hazard Areas.
4. Skamania County Department of Planning and Community Development "Mitigated" Determination of Non-Significance Approved May 23, 1997.
5. Washington Department of Natural Resources Forest Practices Division as approved June 24, 1997 by the Skamania County Planning Department.
6. Geotechnical Investigation Maple Hill Landslide dated May 5, 1999.
7. Braun Intertec Corporation: Separate Preliminary Site Stability and Roadway Evaluation Report as recorded by the Planning Department for River (BK183 Pg 781), View (BK183 Pg 772) and Meadow (BK 183 Pg 791) short plats, updated August 7, 1998 and revised August 31, 1998.
8. Psi Environmental Geotechnical Construction, Consulting-Engineering-Testing: Report submitted December 23, 1999 by Charles R. Lane PE Senior Geotechnical Engineer.
9. Bell Design Engineering: Memorandum regarding erosion control and site requirements dated July, 00.
10. William Weyrauch P.E.: June 11, 2001 report of the May 01 site visit regarding grading and erosion control.

Recording this document of Explicit Covenants Conditions and Restrictions for the River View Meadow development fulfills the Trial Courts instructions to provide for the formation of a Homeowners Association, complies with Washington State HOA laws. This will terminate the responsibility for any decision making process by Alpine Quality Construction Services Inc. unless Alpine Quality Construction Services Inc. has a financial interest in any lot. Further Alpine Quality Construction Services Inc. will be

indemnified and held harmless for any past, present or future acts that may become an issue including the CC&R's or arising from Alpine Quality Construction Services Inc. ownership of the River View Meadow development.

Alpine Quality Construction Services Inc. was advised by counsel to pass the responsibility of enforcement directly to the HOA. To reiterate; As provided for in the Washington State HOA Statues as the originator of the recorded CC&R's I can nominate the initial President of the HOA and members serving in a capacity to make decisions for various committees of the HOA. Mr. Steve Weiss, owner of lot #9 and initial representative for the HOA has graciously accepted the position of President of the HOA for a period of one year beginning when these CC&R's are recorded. Mr. Tom Lannen has agreed to chair the Architectural Control Committee and will select two additional members (Mr. Polansky and Mr. Ossler are recommended) the ARC will serve one year concurrently with Mr. Weiss.

NOTE: Any person or persons that has or does maliciously challenge (as defined in Webster's Dictionary) the CC&R's in an attempt to invalidate them, regardless of outcome, is eternally ineligible for any position on the HOA or ARC.

NOTARY

In witness whereof Terry Ryan Has caused this instrument to be executed by its duly authorized officer and its corporate seal to be hereunto affixed on Month August Day 3 Year 2006.

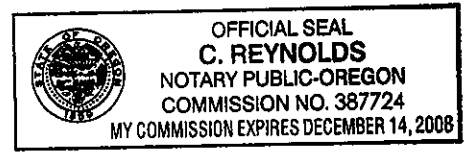
By: Terry N. Ryan President

STATE OF ~~Washington~~ ^{Oregon}
COUNTY OF ~~Clark~~ ^{Multnomah}

On this 3 day of August, 2006, before me, the undersigned Notary Public in and for the state of Washington, duly commissioned and sworn, personally appeared Terry Ryan, known as the President of Alpine Quality Construction Services Inc. having an originator of the Covenants Conditions and Restrictions recorded June 9, 2000 Book 199 pages 926-939 for the plats 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 authority, for the uses and purposes therein mentioned and on oath stated that (he / she is) (they are) authorized to execute the said instrument.

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

C. Reynolds
Notary Public in and for the State of ~~Washington~~ ^{Oregon}
Residing in Portland ^{Oregon} ~~Washington~~



MY COMMISSION EXPIRES: 12-14-08

DOC # 2006162552
Page 19 of 23

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° 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") and the TRUE POINT OF BEGINNING; 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; thence leaving the centerline of "Clear View Lane" South 02° 01' 03" West, 144.54 feet to a 1/2 inch iron rod ("2000 Hagedorn, Inc. Survey"); thence South 0° 58' 28" West, 287.57 feet to a 1/2 inch iron rod ("2000 Hagedorn, Inc. Survey"); thence South 75° 03' 21" East, 206.00 feet to a 1/2 inch iron rod ("2000 Hagedorn, Inc. Survey"); thence North 00° 59' 25" East, 335.80 feet to a 1/2 inch iron rod ("2000 Hagedorn, Inc. Survey"); thence North 01° 48' 54" East, 140.59 feet to the TRUE POINT OF BEGINNING. m>w~

Gary H. Martin, Skamania County Assessor

Date 3-31-00 Parcel # 3-7-25-4-204

5/1/01

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

ERM

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° 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° 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° 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° 29' 34" West), through a central angle of 4° 57' 53", for an arc distance of 35.96 feet; thence South 75° 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° 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.

Gary H. Martin, Skamania County Assessor

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

GHM

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.

Page 3 - QUIT CLAIM DEED

Gary H. Martin, Skamania County Assessor

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

GHM

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