

WHEN RECORDED RETURN TO:

DAVID SCARBOROUGH  
675 HIGHLINE RD  
HOOD RIVER, OR  
97031

DOCUMENT TITLE(S)

DECLARATION OF COVENANTS, CONDITIONS, & RESTRICTIONS

REFERENCE NUMBER(S) of Documents assigned or released:

2006164240

☐ Additional numbers on page \_\_\_\_\_ of document.

GRANTOR(S):

DAVID W. SCARBOROUGH AND TRACY A. SCARBOROUGH

☐ Additional names on page \_\_\_\_\_ of document.

GRANTEE(S):

VISTA SPRINGS SUBDIVISION 2006164240

☐ Additional names on page \_\_\_\_\_ of document.

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

LOTS 1-6 VISTA SPRINGS SUBDIVISION 2006164240

☐ Complete legal on page \_\_\_\_\_ of document.

TAX PARCEL NUMBER(S):

03072600060000

☐ Additional parcel numbers on page \_\_\_\_\_ of document.

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



# Vista Springs



**Declaration  
of  
Covenants, Conditions, and Restrictions**

**For**

**Vista Springs**

**A Planned Residential Community  
in Stevenson, Washington**

**Revision 1.0 – December 2006**

## TABLE OF CONTENTS

1.	DEFINITIONS.....	1
1.1	“Architectural Review Committee” .....	1
1.2	“Common Use Area” .....	1
1.3	“Declaration” .....	1
1.4	“Declarant” .....	1
1.5	“Homeowners’ Association” .....	1
1.6	“Homeowners’ Association Board of Directors” .....	1
1.7	“Lot” .....	1
1.8	“Lot Owner” .....	2
1.9	“Member” .....	2
1.10	“Open Space” .....	2
1.11	“Property” .....	2
1.12	“Turnover Date” .....	2
1.13	“Vista Springs” .....	2
1.14	“Vista Springs Water System” .....	2
2.	USE AND OCCUPANCY RESTRICTIONS .....	2
2.1	Single Family Residential Use .....	2
2.2	Vista Springs Water System Maintenance Agreement.....	3
2.3	Private Road Maintenance Agreement .....	3
2.4	Common Use Area.....	3
2.5	Lot Maintenance and Storage.....	3
2.6	Advertising .....	4
2.7	Trailers, Pre-Fabricated or Temporary Structures .....	4
2.8	Animals, Farming and Hunting.....	4
2.9	Vehicles.....	4
2.10	Trash and Trash Containers .....	5
2.11	Nuisances Prohibited.....	5
2.12	Construction Damage.....	5
2.13	Variances .....	5

3.	EASEMENTS .....	6
3.1	Easements on Plat .....	6
3.2	Easements for Common Area .....	6
4.	HOMEOWNERS' ASSOCIATION MEMBERSHIP AND BOARD .....	6
4.1	Establishment of the Homeowners' Association.....	6
4.2	Members.....	6
4.3	Voting Rights .....	7
4.3.1	Voting Classes.....	7
4.3.2	Suspension of Rights .....	7
4.4	Functions of Homeowners Association .....	7
4.5	Assessments.....	7
4.5.1	Uniform Assessments.....	8
4.5.2	Non-Uniform Assessments.....	8
4.5.3	Statement from the Association .....	8
4.5.4	Covenant and Lien of Assessments.....	8
4.5.5	Effect of Nonpayment: Foreclosure of Assessment Lien.....	9
4.5.6	Priority of Lien.....	10
4.6	Control of the Association .....	10
5.	ARCHITECTURAL REVIEW COMMITTEE .....	10
5.1	Appointment and Removal .....	10
5.2	Architectural Review Committee Discretion .....	11
5.3	Approval of Development and Building Plans .....	11
5.4	Construction After Approval .....	11
5.5	Stop Work Order .....	11
5.6	Completion of Construction.....	12
5.7	Waivers.....	12
5.8	Damages Waiver .....	12
6.	ARCHITECTURAL GUIDELINES .....	12
6.1	Design Standards .....	13
6.1.1	Construction Quality .....	13
6.1.2	Exterior Finishes.....	13

6.1.3	Compatibility .....	13
6.2	Protection of Views .....	13
6.2.1	Building Height .....	13
6.2.2	Site Location .....	13
6.3	Connection to the Water System .....	14
6.4	Dwelling Size .....	14
6.5	Finish Color .....	14
6.6	Roofing Materials .....	14
6.7	Roof Infiltration Trenches .....	14
6.8	Driveways .....	14
6.9	Tanks .....	14
6.10	Outdoor Lighting .....	15
6.11	Landscape Completion .....	15
6.12	Fences .....	15
6.13	Grades, Slopes and Drainages .....	15
6.14	Underground Utilities .....	15
7.	GENERAL PROVISIONS .....	16
7.1	Enforcement .....	16
7.2	Severability .....	16
7.3	Amendment .....	16
7.4	Limitation of Liability of Declarant .....	17
	Exhibit A – Notice Regarding the Water System .....	18
	Exhibit B – Restrictive Covenant for Lots 1, 2, and 5 .....	19
	Exhibit C – Waiver of Liability Language for Common Use Area .....	20
	Exhibit D - Water System Connection Design .....	21
	Exhibit E - Roof Infiltration Design .....	22

DECLARATION OF  
COVENANTS, CONDITIONS, AND RESTRICTIONS  
FOR  
THE VISTA SPRINGS PLANNED RESIDENTIAL COMMUNITY

1. DEFINITIONS

1.1 "Architectural Review Committee"

("ARC") Shall refer to Declarant or Declarant's designee until Declarant relinquishes control or assigns a person or body of persons to oversee or assist in the process.

1.2 "Common Use Area"

Shall mean the real property on Lot #3, as shown on the final plat, which is designated for the common use and enjoyment of all lot owners.

1.3 "Declaration"

Shall mean and refer to the original Declaration of Covenants, Conditions and Restrictions and all Supplementary Declarations applicable to the properties of Vista Springs.

1.4 "Declarant"

Shall mean and refer to David W. Scarborough and Tracy A. Scarborough, their successors or assigns, provided such successor or assigns shall own some portion of the Property and are a party to a written assignment of Declarant's rights herein.

1.5 "Homeowners' Association"

("HOA" or "Association") Shall mean and refer to the Vista Springs Homeowners Association, its successors and assigns.

1.6 "Homeowners' Association Board of Directors"

("Board" or "HOA Board") Shall mean and refer to the Vista Springs Homeowners Association board of directors.

1.7 "Lot"

Shall mean and refer to any plot of land shown upon any recorded subdivision map of the Properties with the exception of common area.

1.8 "Lot Owner"

Shall mean the legal owner or owners of a "Lot" within the subdivision.

1.9 "Member"

Shall mean and refer to those persons entitled to membership in the Homeowners Association as provided in the Declaration.

1.10 "Open Space"

("Green Belt") Shall mean the real property within the subdivision, as designated on the final plat, which shall remain in its natural condition. See page 3 of the plat map for full details.

1.11 "Property"

("Properties") Shall mean and refer to that certain real property of the Vista Springs Subdivision as set forth in the plat map.

1.12 "Turnover Date"

Shall mean that date not later than 90 days after all (100%) of the Lots have been conveyed to Owners other than Declarant or such earlier date chosen by Declarant on which Declarant turns over the administrative responsibilities of the Association to the Owners.

1.13 "Vista Springs"

("Vista Springs Planned Community") Shall mean lots 1 – 13, private roads and road easement areas, Open Space, the Vista Springs Water System, and Common Use Area included within the plat map for the Vista Springs Subdivision.

1.14 "Vista Springs Water System"

Shall mean the well, water lines, pumps, reservoirs, utility vaults, valves and all related appurtenances of the water system for Vista Springs.

2. **USE AND OCCUPANCY RESTRICTIONS**

2.1 Single Family Residential Use

Lots shall be used for single-family residential purposes only. No business or commercial activity of any kind or nature that involves significant public traffic or noise, posing a nuisance to neighboring Lots or that changes the residential character of the neighborhood shall be

allowed. This includes Bed and Breakfasts and seasonal room rentals. All plans for every structure and every alteration shall be approved as provided below before construction may begin.

## 2.2 Vista Springs Water System Maintenance Agreement

Water for domestic consumption and irrigation is provided to each Lot by way of a well-based private water system. It is the responsibility of each Lot Owner to share in the cost of maintaining the Vista Springs Water System. Costs will be apportioned according to a) whether a Lot is connected to the system and b) the actual water consumption by a connected Lot. Exhibit A is a notice to all future lot owners that describes the water system and the associated responsibilities and costs. Exhibit B is a copy of the restrictive covenant pertaining to the 100 foot protected area surrounding the water system well head that must be executed by the owners of Lots 1, 2, and 5 at the time of closing.

## 2.3 Private Road Maintenance Agreement

Fawn Meadow Drive and Creekside Drive are private roads and therefore not subject to maintenance or reconstruction by the Skamania County Road Department. Accordingly, each Lot Owner will share, as appropriate, in the costs of maintenance, snow removal, resurfacing and other such activities needed to keep the road in a safe condition. The owners of Lots 1 through 7 will each pay one-seventh of the costs to maintain Fawn Meadow Drive and Lots 8 through 12 will each pay one-fifth of the costs to maintain Creekside Drive. Lot 13 does not directly access either of the private roads in the subdivision and therefore does not share in any maintenance costs.

## 2.4 Common Use Area

All Lot Owners will share in the expense to improve and maintain the Common Use Area on Lot #3. All Lot Owners will be required to execute a waiver of liability, with language similar to that in Exhibit C, in order to have access to the Common Use Area.

## 2.5 Lot Maintenance and Storage

All private driveways shall be maintained by Lot Owners to prevent dust and to reduce erosion. No Lot shall be used in whole or in part for the storage or dumping of rubbish, or of any property or thing that will cause such Lots to appear in an unclean or untidy condition or that will be obnoxious to the eye. No substance, thing or material may be kept



upon any Lot that will emit foul or obnoxious odors or that will cause noise that will disturb the peace, quiet, comfort or serenity of the occupants of the other Lots. All clotheslines, service yards, and storage piles shall be kept screened so as to conceal them from view of neighboring Lots, roads or common areas. Lot Owners shall keep their property free of discarded building materials, and unused equipment. All materials and equipment shall be stored in appropriate garages and storage buildings.

2.6 Advertising

No billboards or advertising signs will be permitted on any Lot or on any building, except for the purpose of selling that Lot and home. Such signs shall not exceed a size of three square feet.

2.7 Trailers, Pre-Fabricated or Temporary Structures

No trailer home, pre-fabricated home, mobile home, or temporary home or storage structure shall be placed or erected upon any of said Property.

2.8 Animals, Farming and Hunting

Outdoor animals are restricted to three dogs and three cats per Lot. The Association shall have the authority to determine whether a particular pet is a nuisance or a source of annoyance and any such determination shall be final and conclusive. No hunting shall be permitted. No commercial breeding, farming, ranching or other agricultural activity shall be permitted, except that a produce garden of not more than 1000 square feet may be maintained on any Lot provided that the location is approved in the same manner as is provided for the approval of plans and structures.

2.9 Vehicles

Motorized vehicles shall be permitted only on roads and driveways. Recreational use of ATVs and dirt bikes is not permitted within the perimeters of Vista Springs Planned Community. Recreation vehicles, travel trailers, and boats must be parked behind the front elevation of the home in a location subject to approval in the same manner as is provided for the approval of plans and structures. A recreation vehicle may be visible parked in a driveway for a period not to exceed more than thirty- (30) days total every twelve (12) months. No vehicle which is not in operating condition shall be parked or left anywhere on any Lot other than inside a garage or out building, except for emergency repairs

for periods of not more than thirty (30) days. Overnight parking on Vista Springs Road and Mountain Springs Road is prohibited.

#### 2.10 Trash and Trash Containers

All garbage or trash containers must be stored within a permanent structure where they are not visible from outside the premises. No trash, garbage, ashes, yard rakings, or other materials resulting from landscaping activity, or other refuse, shall be thrown, dumped, or allowed to accumulate on any Lot, building site, street, or driveway.

#### 2.11 Nuisances Prohibited

No noxious or offensive activity shall be carried out upon any Vista Springs project. Nor shall anything be done thereon which may become a nuisance as such as defined by the laws of the State of Washington or Skamania County. Nothing shall be done or maintained on any portion of Vista Springs that may be or may become an annoyance or a nuisance to the neighborhood or other Lot Owners or detract from the value of the Vista Springs Community. The Association shall determine, by Association action, whether any given use of a Lot unreasonably interferes with the rights of the other Lot Owners to the use and enjoyment of the respective Lots, or of the common areas. Such determination shall be final and conclusive.

#### 2.12 Construction Damage

Each Owner shall be responsible for any and all damage to Lots, private roads, and utilities during construction on their Lot. No structure shall be occupied until all damage is repaired. Builders and Owners shall keep the streets clean and free from mud and debris due to construction at all times.

#### 2.13 Variances

During the period of Declarant Control, variances from the covenants, conditions and restrictions of this Declaration may be granted. After the period of Declarant Control, the Association may, by the majority of the members of its Board, grant reasonable variances from the strict compliance with the provisions of this Declaration in the case of undue hardship but which will not alter the overall character of the Vista Springs Planned Community. The Owners of all of the Lots shall be given at least twenty (20) days advance written notice setting forth the time and place of the meeting of the Board at which any request for

variance is to be considered and describing the requested variance. Owners or their representative shall be afforded the opportunity to appear before the meeting of the Board and be heard with respect to the requested variance.

### 3. EASEMENTS

#### 3.1 Easements on Plat

The Common Area and Lots are subject to the easements and rights of way shown on the plat.

#### 3.2 Easements for Common Area

Every Owner shall have a nonexclusive right and easement of use and enjoyment in and to the Common Area, which right and easement shall be appurtenant to and shall pass with the title of every Lot. This right is subject to the execution of a waiver of liability.

### 4. HOMEOWNERS' ASSOCIATION MEMBERSHIP AND BOARD

#### 4.1 Establishment of the Homeowners' Association

Following recording of the Subdivision plat and this Declaration and prior to the date on which the first Lot is conveyed, Declarant shall establish an Association of all of the Owners which shall have the powers and obligations set forth in this Declaration for the benefit of the Property. Such association shall be known as the "Vista Springs Homeowners' Association" or a name similar thereto ("the Association").

#### 4.2 Members

Each Lot Owner shall automatically be a member of the Association. Membership in the Association shall be appurtenant to, and may not be separated from, ownership of any Lot. Transfer of ownership of a Lot automatically transfers membership in the Association. Without any other act or acknowledgment, occupants and Owners shall be governed and controlled by this Declaration, the Articles, Bylaws, and Rules and Regulations of the Association and any Amendments thereof.

### 4.3 Voting Rights

#### 4.3.1 Voting Classes

The Association shall have two classes of voting membership:

Class A: Class A Members shall be all Owners with the exception of Declarant and shall be entitled to one (1) vote for each Lot owned with respect to all matters upon which Owners are entitled to vote. When more than one person holds an interest in any Lot, all such person shall be Members entitled to one aggregate vote for each Lot owned.

Class B: The class B Member shall be the Declarant, which shall be entitled to three (3) votes for each Lot not yet conveyed in all matters requiring vote of the Members. After the Turnover Date, the Class B membership shall cease and be converted to Class A and such entitlement shall revert to one vote per Lot owned.

#### 4.3.2 Suspension of Rights

For any period during which any assessment or other charge hereunder remains unpaid, the Association may suspend the voting rights of any Owner.

### 4.4 Functions of Homeowners Association

The Homeowners Association shall have responsibility for maintenance, repair, reconstruction and improvements of the easements granted for the common benefit and use of the Vista Springs Planned Community. Such easements include the two private roads, the Common Use Area, and the Vista Springs Water System. The Association may also, if and to the extent the Board in its sole discretion so elects, undertake to provide other functions or services for the benefit of all or some Owners such as the collection and disposal of trash.

### 4.5 Assessments

The Homeowners Association shall have the power and authority to levy and collect annual and special assessments on the Members to cover the costs of performing the functions referred to above. The assessments levied by the Association shall be used exclusively to promote the common health, safety, and welfare of the Owners of the Lots subject to this Declaration.

#### 4.5.1 Uniform Assessments

Except as provided herein, costs for common expenses shall be apportioned by assessments to the Lot Owners within Vista Springs Planned Community on a pro-rata basis, based on the number of Lots, with the Declarant assuming the pro-rata costs for the unsold Lots within Vista Springs Planned Community.

#### 4.5.2 Non-Uniform Assessments

The costs of special services that the HOA may agree to provide on a non-uniform basis shall be assessed by the HOA to the applicable Lots. The costs for repair of any damages, negligently or intentionally caused by any Lot Owner or his agents to the private roads or easements shall be specifically assessed against such Lot.

#### 4.5.3 Statement from the Association

The Association shall furnish to an Owner or such Owner's designee or to a holder of a security interest or its designee upon written request, to the Association, delivered personally or by certified mail, first class postage prepaid, return receipt requested, a statement setting forth the amount of unpaid Assessments currently levied against such Owner's Lot. The statement shall be furnished within fourteen (14) days after receipt of the request and is binding on the Association, the Board, and every Owner. If no statement is furnished to the inquiring party, then the Association shall have no right to assert a priority lien upon the Lot for unpaid Assessments that were due as of the date of the request.

#### 4.5.4 Covenant and Lien of Assessments

The Declarant, for each Lot owned within the Vista Springs Planned Community and each Owner of any Lot by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay the Homeowners Association its annual assessments and special assessments in the manner and time provided for herein. Such assessments, together with interest, costs, and reasonable attorney's fees for collection, shall be a charge upon and continuing lien upon the Lot against which each such assessment is made and shall also be the personal obligation of the Owner of such Lot at the time when the assessment fell due. The assessment lien shall be a charge on the

Lot perfected by the recording of this Declaration, and shall be for the amount of all items set forth herein from the date such amount becomes due. Where there is more than one Owner, each shall be jointly and severally liable for all assessments. Except for a sale or transfer of any Lot pursuant to the foreclosure of any first lien security interest or any proceeding in lieu thereof, and grantee of any Lot (i.e. purchaser or other transferee) shall be jointly and severally liable with his grantor (i.e., seller or other transferor) for all unpaid Assessments or other proper charges due the Association prior to, as well as subsequent to, the date of the recording of the conveyance without prejudice to the rights of said grantee to recover from grantor any Assessments paid.

#### 4.5.5 Effect of Nonpayment: Foreclosure of Assessment Lien

Any Assessment or charge or installment thereof not paid when due shall be deemed delinquent and in the discretion of the Board may bear interest from and after the due date until paid at a rate set by the Association, but in no event greater than allowed by any applicable law. The delinquent member shall also be liable for all costs, including attorney's fees, which may be incurred by the Association in collecting a delinquent Assessment. The Board may also record a Notice of Delinquent Assessment or charge against any Lot as to which an Assessment or charge is delinquent. The Association may foreclose the Assessment Lien in the same manner as a mortgage on real property. The Association shall be entitled to purchase the Lot at foreclosure. The Board may establish a fixed fee to reimburse the Association for the Association's cost in preparing and recording such notice, processing the delinquency and recording a release of said lien, which fixed fee shall be treated as part of the delinquent Assessment secured by the Assessment Lien. The Association may bring an action at law against the Owner personally obligated to pay the delinquent Assessment and/or foreclose the lien against said Owner's Lot. No Owner may waive or otherwise avoid liability for the Assessments provided for herein by non-use of the benefits derived from Assessments or abandonment of his Lot. No delinquent Member shall be entitled to vote on any Association matters until the assessment due, with interest and all other cost, shall be paid in full.



#### 4.5.6 Priority of Lien

The Assessment Lien shall be a continuing lien upon the Lot against which any Assessment is made. The Assessment Lien is prior to all other liens and encumbrances on a Lot except: (1) liens and encumbrances recorded before the recordation of the Declaration; (2) a first lien Mortgage on the Lot recorded before the date on which the Assessment sought to be enforced became delinquent; and (3) liens for real estate taxes and other governmental assessments or charges against the Lot. This Section does not prohibit the Association from taking a deed in lien or prohibit the Association from taking a deed in lieu of foreclosure. Sale or transfer of any Lot shall not affect the Association's lien except the sale or transfer of any Lot pursuant to foreclosure of any first lien security interest, or any proceeding in lieu thereof, including deed in lieu thereof, including deed in lieu of foreclosure, nor cancellation or forfeiture shall relieve any Lot from continuing liability for any Assessments thereafter becoming due, nor from the lien thereof.

#### 4.6 Control of the Association

Declarant hereby reserves control of the Association, including without limitation, the right and power, in its sole discretion, to appoint and remove members of a Board of Directors which shall manage the affairs of the Association and which shall be invested with all powers and rights of the Board. Such control by the Declarant will cease on the Turnover Date.

### 5. ARCHITECTURAL REVIEW COMMITTEE

#### 5.1 Appointment and Removal

The ARC shall consist of up to three (3) members initially appointed by the Declarant. Declarant reserves the right to appoint and remove all members of the ARC for any reason until the Turnover Date. After the Turnover Date, the Board shall have the right to appoint and remove members of the ARC. The term of office for each member of the ARC shall be staggered and shall be one (1) year unless lengthened by the Board at the time of appointment or unless the Board serves as the ARC, in which event the terms shall be the same as their terms as Board members. The Board may appoint one (1) or more ARC members who

are not Owners but who have special expertise regarding the matters that come before the ARC.

#### 5.2 Architectural Review Committee Discretion

The ARC may, at its sole discretion, deny an application if the ARC finds the proposed work would be inappropriate for the particular Lot or incompatible with the design standards that the ARC determines are appropriate for the community. Location, shape, size, color, design, height, exterior lighting, effect on the enjoyment of other Lots or the Common Area, effect on an easement and any other factors which the ARC reasonably believes to be relevant may be taken into consideration by the ARC in making the decision.

#### 5.3 Approval of Development and Building Plans

Before construction may begin on any Lot the Owner of that Lot shall submit to the ARC for architectural review and approval two (2) sets of full working plans and specifications for the proposed structure. Items of particular importance include (a) the proposed site plan showing the location, layout dimensions, and configuration of the proposed structures as well as proposed landscaping and fencing if necessary, and (b) the exterior elevations specifying materials and colors, and (c) a picture, sketch, or drawings as would be helpful. Within twenty-one (21) days after the plans are submitted, the ARC shall review the plans and the Owner shall be advised in writing as to the ARC's decision. One (1) full set of plans will be returned to the Owner with any required changes designated. No structure shall be commenced without the written approval of the ARC.

#### 5.4 Construction After Approval

After approval of building plans by the ARC, the Owner may begin construction in accordance with the plans and any required changes. Construction not in conformity with plans and required changes shall be deemed a violation of this declaration.

#### 5.5 Stop Work Order

If, after construction, the ARC believes any construction is in violation of this declaration, it may halt construction, without court order, and may require, without court order, that corrective action be taken before construction can continue. The ARC shall not be liable for any damages, delays or inconveniences caused by its inspection, whether or not the



inspection results in the discovery and correction of any unapproved work.

5.6 Completion of Construction

The construction of any building on any Lot, including painting and all exterior construction will present a finished appearance when viewed from any angle. Construction must be completed within one year of commencement. In the event of any undue hardship due to weather conditions, this provision may be extended for a reasonable length of time upon written approval from the ARC. The building area shall be kept reasonably clean and in workmanlike order during the construction period. This includes the weekly clean up of construction debris and prohibits the burning of construction waste materials.

5.7 Waivers

The ARC reserves the right to waive any of the restrictions in the Declaration with respect to architectural control. Any such waiver must be in writing and signed by an authorized representative of the ARC. A waiver given to one Lot Owner does not entitle other Lot Owners to a similar waiver.

5.8 Damages Waiver

The site and architectural review process is being conducted solely for the aesthetic and environmental purpose of these covenants. Neither Declarant, the ARC nor the Homeowners Association shall be liable in damages to anyone so submitting plans for approval or to any Lot Owner by reason of mistake in judgment, negligence or non-feasance of Declarant, its agents or employees, arising out of or in connection with the approval, or disapproval, or failure to approve any such plans. Anyone submitting plans for approval hereunder shall, by submitting such plans, and any Owner by so acquiring title to any of the property covered hereby, waives his claim to any such damages sustained.

6. ARCHITECTURAL GUIDELINES

No structure, including allowed appurtenant outbuildings or fences, shall be erected, constructed, maintained or permitted upon any lot or any other part of the property except in accordance with applicable zoning, land use, and building ordinances and the rules and regulations created in accordance

with this Declaration. Further, each such structure shall only be located, erected, constructed, and maintained in accordance with the following:

## 6.1 Design Standards

### 6.1.1 Construction Quality

A high quality of architectural design shall be encouraged in approving all new construction at Vista Springs. Manufactured homes, mobile homes, modular homes, and low-quality site-built homes will not be allowed.

### 6.1.2 Exterior Finishes

High-quality, natural wood and stone exterior materials are encouraged. Low quality exterior finishes – including fiberglass, vinyl, aluminum, T1-11-type, and others – are not allowed. Board and batten-type exterior finishes may be allowed in conjunction with high architectural design quality. Subordinate use of vinyl – for example on garage doors, roof jacks and vents, and landscape fences – may be approved.

### 6.1.3 Compatibility

All exterior trim, doors, decks, railings, eaves, gutters, and the exterior finish of all garages and other accessory buildings shall be designed and constructed to be compatible in both style and color to the residences to which they are appurtenant.

## 6.2 Protection of Views

### 6.2.1 Building Height

All buildings will be subject to a height limitation of twenty-eight (28) feet, measured from the top of the foundation to the top of the roof.

### 6.2.2 Site Location

In approving site location, the ARC shall consider the protection of Columbia River and territorial views to adjacent Lot Owners as well as the applicant. Furthermore, garages and outbuildings should be located so that they are inconspicuous as viewed from the private roads and adjacent Lots. Under no circumstances will a structure be permitted within the Open Space as designated on

the plat. A Lot Owners plans submitted to the ARC for approval should include an analysis of the impact of views from adjacent Lots and roadways.

6.3 Connection to the Water System

Prior to connecting to the Vista Springs Water System, a Lot Owner is required to pay a connection fee, initially set at \$1,000, which will be used to establish the maintenance and long-term replacement fund for the system. Connection to the Vista Springs Water System by each Lot Owner must follow the design shown on the schematic in Exhibit D.

6.4 Dwelling Size

The finished living space of any dwelling - exclusive of open porches and garages - shall not be less than two thousand (2,000) square feet.

6.5 Finish Color

Stains and paints in non-reflective, natural, earth tone or muted colors are encouraged however all colors are subject to pre-approval of the ARC.

6.6 Roofing Materials

Roofs are to be constructed with architectural shingles unless otherwise approved by the ARC. Fire retardant materials will be encouraged.

6.7 Roof Infiltration Trenches

The approved plan for handling storm water runoff in the subdivision requires that all incorporate roof infiltration trenches per the specification in Exhibit E.

6.8 Driveways

Driveway (s) shall be hard surfaced with standard concrete, provided, however, that extended driveways may be surfaced with asphalt other than within a 20-foot apron fronting the garage.

6.9 Tanks

Any tanks for any use in connection with any residence constructed on the property must conform to the Design Guidelines, being intended that they be buried or walled in sufficiently to conceal them from view

from the other Lots, roads and streets. Storage of auto fuels is not allowed.

6.10 Outdoor Lighting

The number, type, design, candle power and placement of outdoor lighting shall be subject to review of the ARC and designed to eliminate glare and annoyance to adjacent Owners and passers-by.

6.11 Landscape Completion

All landscaping must be approved by the ARC and completed within six (6) months from the date a Certificate of Occupancy is issued by the governing authority for the dwelling unit constructed thereon. In the event of undue hardship due to weather conditions, this provision may be extended for a reasonable length of time upon written approval of the ARC.

6.12 Fences

All fences, screens and similar structures shall be no more than six feet in height and shall not obstruct any Lot's view and are subject to the ARC approval process. Under no circumstances will fences be erected in area designated per the plat as Open Space or Green Belt.

6.13 Grades, Slopes and Drainages

The established drainage patterns or systems over or through any Lot shall not be interfered with so as to adversely affect any other Lot, the roadways, Common Area or any real property outside the Subdivision unless adequate alternative provision is made for proper drainage and is approved by the ARC. The term established drainage shall mean the drainage swales, conduits, inlets and outlets naturally existing or designed and constructed for storm water runoff.

6.14 Underground Utilities

All telephones, power, natural gas, cable television and other communication lines shall be placed underground.

## 7. GENERAL PROVISIONS

### 7.1 Enforcement

The Association, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

### 7.2 Severability

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

### 7.3 Amendment


The covenants and restrictions of this Declaration shall run with and bind the land for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended during the first twenty (20) year period by an instrument signed by not less than ninety per cent (90%) of the Lot Owners, and thereafter by an instrument signed by not less than seventy-five per cent (75%) of the Lot Owners. Any amendment must be recorded.

7.4 Limitation of Liability of Declarant

Neither Declarant shall be liable to any owner on account of any action or failure to at of Declarant in performing its duties or rights hereunder.

DECLARANTS

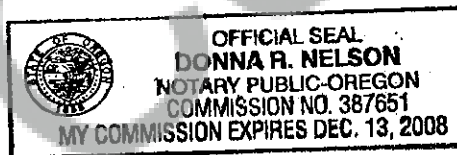
  
\_\_\_\_\_  
David W. Scarborough

  
\_\_\_\_\_  
Tracy A. Scarborough

Dated: 12/19/06

  
\_\_\_\_\_  
Notary Public for ~~Washington~~ OREGON

My Commission Expires: 12-13-08



## Exhibit A – Notice Regarding the Water System

This property is served by a public water system which is subject to the provisions of Chapter 246-291 WAC. This system may also be subject to other state and local regulations. The system owner is responsible for maintaining this system in compliance.

The name of this system is: Vista Springs Water System

The state Department of Health and local health departments share administration of the drinking water regulations. Therefore, when the term “department” is used, it refers to whichever agency regulates this particular system. You can contact the local health department to find out which agency is applicable.

This water system is designed initially to provide for 6 services. An Additional 7 services are planned for the future. The department may require additional planning and design approvals be obtained from the department prior to expanding beyond the 6 services. Please note that the design flow standards account for domestic use and watering of a typical lawn and garden space only. The design assumes that all residences will be equipped with ultra low flow plumbing fixtures and that all users will keep conservation in mind whenever they use this system. Additionally, if system wide water use exceeds 5000 gallons per day or if the total property being irrigated by the system exceeds ½ acre, a water right permit must be obtained from the Department of Ecology.

Public water systems are subject to on-going requirements. These include periodic water quality monitoring, system maintenance and various record keeping. Prior to purchasing this property, it is recommended that you contact the department to determine whether this system is in compliance with applicable regulations. Fees may be charged by the department for providing various services.

The department maintains current information on this system to expedite retrieval of information for your use or for lending institutions which require information on the system as part of their loan approval process. Each time information changes, such as a change in the number of homes connected to the system; a change in owner/operator name, address or phone number; etc., the owner of your system must submit an updated *Water Facilities Report Form* to the department.

Group B public water systems are not required to have back-up facilities to cover power outages or other system failures. Contact the system owner for information regarding the reliability of this system.

This system has been granted one or more waivers from specific provisions of the regulations. Arsenic levels were detected at 25 parts per billion which exceeds the current state level of 10 parts per billion. Currently the department is not requiring treatment of arsenic at levels below 50 parts per billion on system smaller than 25 connections.

At the time this system is fully developed, the financial plan indicates an average cost of \$1,942 /year per home to properly operate and maintain the system in compliance with state and local drinking water regulations. Current information on costs is available from the system owner.



Exhibit B – Restrictive Covenant for Lots 1, 2, and 5

The grantor(s) herein is (are) the owner(s) of (an interest in) the following described real estate situated in Skamania County, State of Washington: Lot [1,2, or 5] of Vista Springs Subdivision. See Vista Springs Subdivision recorded in Skamania County Auditor's file # XX

The grantee(s) herein, Vista Springs Water System, own(s) and operate(s) a well and waterworks supplying water for public use, located upon the following described real estate situated in Skamania County, State of Washington: Vista Springs Subdivision. See Vista Springs Subdivision recorded in Skamania County Auditor's file # XX

which well and waterworks is in close proximity to the land of the grantor(s), and said grantee(s) is (are) required to keep the water supplied from said well free from impurities which might be injurious to the public health.

It is the purpose of these grants and covenants to prevent certain practices hereinafter enumerated in the use of the said grantor(s) land which might contaminate said water supply.

NOW, THEREFORE, the grantor(s) agree(s) and covenant(s) that said grantee(s), its successors and assigns said covenants to run with the land for the benefit of the land of the grantee(s), that said his (her) grantor(s), (their) heirs, successors and assigns will not construct, maintain, or suffer to be constructed or maintained upon the said land of the grantor(s) and within 100 (One Hundred) feet of the well herein described, so long as the same is operated to furnish water for public consumption, any potential source of contamination, such as septic tanks and drainfields, sewerlines, underground storage tanks, roads, railroad tracks, vehicles, structures, barns, feed stations, grazing animals, enclosures for maintaining fowl or animal manure, liquid or dry chemical storage, herbicides, hazardous waste, or garbage of any kind or description.

These covenants shall run with the land and shall be binding to all parties having or acquiring any right, title, or interest in the land described herein or any part thereof, and shall inure to the benefit of each owner thereof.

WITNESS \_\_\_\_\_ hand \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_, 20

\_\_\_\_\_  
(Seal)

\_\_\_\_\_  
(Seal)

Grantor(s)

State of Washington  
County of Skamania)

I, the undersigned, a Notary Public in and for the above named County and State, do hereby certify that on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, personally appeared before me \_\_\_\_\_ to be known to be the individual described in and who executed the within instrument, and acknowledge that he (they) signed and sealed the same as free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal the day and year last above written.

\_\_\_\_\_  
Notary Public in and for the State of Washington, residing at

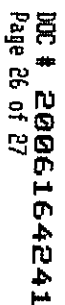
My Commission Expires: \_\_\_\_\_



### Exhibit C – Waiver of Liability Language for Common Use Area

The Owners of Lot X and their heirs, executors, and assigns hereby accept and assume all risks of whatsoever kind arising directly or indirectly from their use of the Common Use Area being granted herein, and agree to release and hold harmless the Owners of Lot #3, and their heirs, successors and assigns from any and all possible claims or damages arising from such use or occupation of the easement area, including claims for property damage, personal injury or loss of life, whether or not such claims or damages are caused by the negligence of the Owners of Lot#3, or whether such use is allowed or prohibited by the terms of this agreement. The Owners of Lots 1,2, and 4-13 and their heirs, executors, and assigns agree to indemnify, hold harmless and defend the Owners of Lot #3 from any and all claims or damages of any third party in connection with or arising out of Lot Owners' use or occupation of the Common Use Area.

## TYPICAL ROAD CROSSING AND WATER SERVICE DETAIL



DOC # 2006164241  
Page 27 of 27

