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**DECLARATION OF PROTECTIVE COVENANTS,
CONDITIONS, RESTRICTIONS AND EASEMENTS FOR
HIDDEN RIDGE**

Grantor/Declarant: CAM Development Inc, a Washington Corporation

Grantee: CAM Development Inc. a Washington Corporation

Legal

Description: Section 35, Township 3 North, Range 7 East, Lots 1 – 3 of
Morning Wood Short Plat, and Lots 1 – 4 of Osprey Ridge
Short Plat,
Recorded under Skamania County Auditor's File

No.: See Attached Exhibit "A"

Property Tax

Account Number: 03073544080000, 03073544080300, 03073544080800,
03073544080900, 03073544080400, 03073544080500,
03073544080600, 03073544080700.

DECLARATION OF PROTECTIVE COVENANTS, CONDITIONS
RESTRICTIONS AND EASEMENTS OF
HIDDEN RIDGE

THIS DECLARATION of Protective Covenants, Conditions, Restrictions and Easement of Hidden Ridge ("Declaration") is made this 16th day of May 16, 2007, by CAM Development Inc. a Washington Corporation ("Declarant") Declarant owns certain real property located in Stevenson, an incorporated area in Skamania County. Declarant intends to develop the property as a Residential Development pursuant to the statutes governing Residential Developments under the Revised Code of the State of Washington to be known as Hidden Ridge (the "Subdivision") Declarant desires to establish covenants for the purpose of protecting the value and desirability of the property within Hidden Ridge, and the rights and benefits of the lot owners thereof, of insuring the aesthetic quality and uniformity of the structures and improvements in Hidden Ridge.

NOW, THEREFORE, Declarant hereby declares that the property described in section 2.1 below shall be held, sold and conveyed subject to the following easements, covenants, restrictions and charges, which shall run with such property and shall be binding upon all parties having or acquiring any right, title or interest in such property or any part thereof and shall insure to the benefit of each Owner thereof.

ARTICLE I
Definitions

For the purposes of the Declaration and the Articles of Incorporation and the Bylaws of Hidden Ridge Homeowners' Association, certain words and phrases shall have particular meanings as follows:

- 1.1 Association.** Shall mean and refer to Hidden Ridge Homeowners' Association, its successors and assigns.
- 1.2 Board.** Shall mean and refer to the Board of Directors of the Association, as provided for in Article X. For the purposes of exercising the powers and duties assigned in this Declaration to the Board during the Development Period, this term shall also mean the "Temporary Board" or "Declarant" as provided in Article III unless the language or context clearly indicates otherwise.

- 1.3 Properties** Shall mean and refer to the real property described with particularity in such additions to that property which may hereinafter be brought within the jurisdiction of the Association.
- 1.4 Common Areas** Shall mean and refer to all real property (including the improvements thereto) owned by the Association for the common use and enjoyment of the members of the Association. The Common Areas to be owned by the Association at the time of the conveyance of the first Lot are described as follows:
- (a) The landscaping and entry monuments, located at the intersection of Iman Cemetery Road and Osprey Ridge Lane.
 - (b) The landscaping and entry monuments, located at the intersection of Iman Loop Road and Osprey Ridge Lane.
 - (c) A 175"pedestrian walkway located at the north end of Falcon Court connecting Falcon Court with Iman Loop Road.
 - (d) The landscaping any barrier sign located at the west end of Red Hawk Court temporarily installed for future development of land west of Hidden Ridge sub-division.
 - (e) Tract "A" Detention Pond, landscaping and fence located at corner of Iman Cemetery Road and Osprey Ridge Lane.
- 1.5 Lot** Shall mean and refer to any plot of land shown upon any recorded subdivision map of the Properties. Common Areas shall not be regarded as Lots. As undeveloped property within the Association is platted in the future, each subsequently recorded building lot shall represent an independent "lot".
- 1.6 Declarant** Shall mean and refer to CAM Development Inc., A Washington Corporation.
- 1.7 Architectural Control Committee** Shall mean and refer to the duly appointed or elected committee of the Board of Directors as outlined in Article XV of this Declaration, hereinafter referred to as the "Committee".
- 1.8 Development Period** Shall mean and refer to that period of time as defined in Article III of this Declaration.
- 1.9 Plat** Shall mean and refer to the Plat of Hidden Ridge as recorded in the records of Skamania County under Auditor's File No. _____ (also as legally described on the attached Exhibit A).
- 1.10 Residence** Shall mean and refer to buildings occupying any Lot.

- 1.11 **Owner** Shall mean and refer to the record Owner, whether one or more persons or entities, of (1) a fee simple title to any Lot which is a part of the Properties (but excluding those persons or entities, such as real estate contract sellers, having record title merely as security for the performance of an obligation), or (2) the Purchaser under a real estate contract prior to issuance of the fulfillment deed for the contract.
- 1.12 **Articles** Shall mean the Articles of Incorporation of Hidden Ridge Homeowners' Association, a Washington nonprofit corporation, as filed with the Washington Secretary of State.
- 1.13 **Assessments** Shall mean all assessments and other charges, fines and fees imposed by the Association on an Owner in accordance with this Declaration.
- 1.14 **Hidden Ridge** Shall mean the 34 lot Hidden Ridge sub-division, currently consisting of tax lot number 03073544080000, Assessor's map 3N 7E 35. Stevenson, Skamania County, Washington, and the Osprey Ridge Short Plat which includes tax lot number 03073544080400, tax lot 03073544080500, tax lot number 03073544080600, and tax lot number 03073544080700, and the Morning Wood Short Plat which includes tax lot number 03073544080300, tax lot number 03073544080800, and tax lot number 03073544080900.

ARTICLE II

Project Subject to These Covenants

2.1 Description. Declarant hereby declares that all the real property described below is owned and shall be owned, conveyed hypothecated, encumbered, used, occupied and improved subject to this Declaration:

The following real property located in Skamania County, Washington, contained in that certain plat entitled Hidden Ridge a Residential Development.

Lots 1-34 and Tract "A" recorded under Skamania County Auditor's File No. _____

Lots 1-4, Osprey Ridge short plat, recorded under Skamania Auditor's File No. 2005159290

Lots 1-3, Morning Wood short plat, recorded under Skamania Auditor's File No. 2005159291

2.2 Improvements. Declarant does not agree to build any improvements on the Project other than as required by Skamania County or the City of Stevenson, but may elect, at Declarant's option, to build additional improvements.

ARTICLE III
Development Period; Management Rights
Of Declarant During Development

3.1 Management by Declarant. Development period shall mean that period of time from the date of recoding the Declaration until the thirtieth (30) day after the Declarant has transferred title to the purchasers of Lots representing 100 percent of the total voting power of all Lot Owners as then constituted (so that Declarant no longer is entitled to vote member of the Association pursuant to Article X, section 3) or the date on which Declarant elects to permanently relinquish all of Dilatant's authority under this Article III by written notice to all Owners, whichever date first occurs. Notwithstanding anything in this Declaration to the contrary, until termination of the Development period, either upon the sale of the required number of Lots, or the election of the Declarant, the property shall be managed and the Association organized at the sole discretion of the Declarant.

3.2 Notice to Owners. Not less than ten (10) nor more than thirty (30) days prior to the termination of the Development Period, the Declarant shall give written notice of the termination of the Development Period to the Owner of each Lot. Said notice shall specify the date, place and time when a meeting of the Association will be held. The notice will specify that the purpose of the Association meeting is to elect new Officers and Directors of the Association. Notwithstanding any provisions of the Articles or Bylaws of the Association to the contrary, for the purpose of this meeting, the presence, either in person or by proxy, of the Owners of five (5) Lots shall constitute a quorum. The board of Directors and Officers of the Association may be elected by a majority vote in said quorum. If a Quorum shall not be present, the Development Period shall nevertheless terminate on that date specified in said notice and it shall thereafter be the responsibility of the Lot Owners to provide for the operation of the Association.

3.3 Temporary Board. Declarant may in Dilatant's sole discretion and at such times as the Declarant deems appropriate (including in the Articles of Incorporation of the Association, if the Declarant is the incorporator of the Association) appoint three persons who may be Lot Owners, or are representatives of corporate entities or other entities which are Lot Owners, as a Temporary Board. This Temporary Board shall be for all purposes the Board of Directors of the Association, and shall have full authority (including the authority to adopt or amend the initial bylaws of the Association) and all rights, responsibilities, privilege and duties to manage the properties under this Declaration and shall be subject to all provisions of this Declaration, the Articles and the bylaws. Provided that, after selecting a Temporary Board, the Declarant, in the exercise of the Declarant's sole discretion, may at any time terminate the Temporary Board, and reassures the Declarant's management authority under Article III. When the Declarant has appointed a Temporary Board, the Temporary Board, during the Development Period, shall have, and may fully exercise, any power or authority granted to the permanent Board after the Development Period.

3.4 Carrying out Provisions. So long as no Temporary Board is managing the Properties or until such a time as the permanent Board is elected, should Declarant choose not to appoint a Temporary Board, Declarant or a managing agent selected by the Declarant shall have the power and authority to exercise all the provisions of this Declaration, including, but not limited to, enacting reasonable administrative rules, contracting for required services, obtaining property and liability insurance, collecting and expending all assessments and Association funds, and enforcing this Declaration (including foreclosing liens provided for by this Declaration). Any such managing agent or the Declarant shall have the exclusive right to contract for all goods and services, payment for which is to be made from any monies collected from assessments. In the event that the association expenses exceed assessments, any monies provided by Declarant for Association expenses that would otherwise be paid out of Associations assessments shall be considered a loan to be repaid to Declarant through regular or special assessments from the Association, together with interest at 12 percent (12%) per annum.

3.5 Ensuring Administration Acceptance. These requirements and covenants are made to ensure that the Properties will be adequately administered in the initial stages of development and to ensure an orderly transition to Association operations. Acceptance of an interest in a Lot evidences acceptance of this management authority Declarant.

ARTICLE IV Deed and Dedication of Common Areas

4.1 Declarant hereby transfers, conveys and grants title to all of the Common Areas of the Properties to the Association for the common use and enjoyment of the Association and the Owners in accord with the terms and conditions of this Declaration reserving, however, to the Declarant for the benefit of Declarant, his successors and assigns, those certain rights of use, ingress, egress, occupation and control indicated elsewhere in this Declaration for the duration of the Development Period, at which time this reservation shall cease and then be of no further force and effect.

ARTICLE V

Deed and Dedication Easements

5.1 Declarant hereby transfers and conveys to the Association for the common use and enjoyment of the Association and the Owners all easements created hereby for the purpose of landscaping. Utilities, and access, reserve, however, to Declarant for the benefit of Declarant, its successors and assigns, an equal right to utilize all easements. The Declarant's and Association's right to use such easements are subject to the right of the public to use rights-of-way which have been dedicated as public roads and are open to public access, including emergency vehicle access.

ARTICLE VI

Maintenance, Delegation of Management

6.1 Maintenance of the Common Areas and all improvements thereon shall be the sole responsibility of the Association and shall include, but not be limited to, maintenance of the Common Areas. All maintenance of Lots and Residences located on all Properties shall be the sole responsibility of the Owner, provided, however, the Association may, from time to time, provide certain common maintenance of Lots and Residences as may be determined to be in the best interest of all Owners. The Association shall maintain and regulate the use of Common Areas for the benefit of each Lot within the Plat, and shall do all things necessary to preserve and maintain the Common Areas for the purpose intended. It shall be the responsibility of the Association to maintain through this Declaration, the laws and ordinances of Skamania County, Washington, and all other applicable statutes and regulations. The Declarant, during the Development Period, and the Board following the Development Period, shall have the exclusive right to establish use and operation standards for said Common Areas to preserve the value and desirability of said Common Areas for the enjoyment of the members of the Association.

6.2 Repairs of Common Areas. Any damage to the Common Areas or improvements thereon, including landscaping plantings, fences, berms, etc... by the Owners or their children shall be repaired within one (1) week by the Owners (or whose children) caused the damages. If the damages cannot reasonably be repaired in one week, the time for the Owner to repair the Property shall be extended to the time reasonably required to repair the Property, provided that the Owner promptly begins, and diligently pursues, the repair of the damage. If such repairs are made timely, the Association shall execute the repair and the Owner will be obligated to immediately pay the Association or its designee for the repair. If the Owner fails to promptly make payment for such repairs, the Owner will be charged interest at the rate of 12 percent (12%) per annum on the payment due, the payment due shall be a personal liability of the Owner, and the amount of the payment due shall be a lien on the Owner's Lot.

6.3 Landscape Maintenance. It shall be the responsibility of the Association to maintain the landscaping and maintenance of the following common areas:

- (a) The landscaping and entry monuments, located at the intersection of Iman Cemetery Road and Osprey Ridge Lane.
- (b) The landscaping and entry monuments, located at the intersection of Iman Loop Road and Osprey Ridge Lane.
- (c) A 175" pedestrian walkway located at the north end of Falcon Court connecting Falcon Court with Iman Loop Road.
- (d) The landscaping any barrier sign located at the west end of Red Hawk Court temporarily installed for future development of land west of Hidden Ridge sub-division.
- (e) Tract "A" Detention Pond, landscaping and fence located at corner of Iman Cemetery Road and Osprey Ridge Lane.

ARTICLE VII

Assessments

7.1 Assessments. Each owner of any Lot, by acceptance of a deed therefore, whether it shall be so expressed in each deed, is deemed to covenant and agree to pay to the Association (1) annual assessments or charges, (2) special assessments for capital improvements, and (3) any assessments made by Declarant pursuant to this Declaration. If the Owner fails to timely pay any assessments within thirty (30) days of the date specified by the Association or Declarant (during the Development Period) the annual and special assessments, together with any interest, costs and any reasonable attorneys' fees incurred to collect such assessments, shall be a lien on the land comprising the Lot; however, the personal obligation for delinquent assessments shall not pass to the delinquent Owners successors in ownership of the Lot unless expressly assumed by the successor(s). The Association shall record such liens in the Office of the Skamania County Auditor.

7.2 Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety and welfare of the residents of the Properties, and for the improvements and maintenance of the Common Areas.

7.3 Annual Assessments. The annual assessment shall be \$350.00 per Lot to the Declarant. Assessments shall begin on the date the Hidden Ridge subdivision plat is recorded. The first payment shall include Assessments pro-rated based on an annual rate that begins on January 1st of each year. Such allocation of funds to the Declarant shall cease when the Development Period expires and the Association assumes collection costs, bookkeeping, and other management responsibilities which

are described with particularity in the Bylaws of the Association. The balance of the annual assessment shall be used by the Declarant during Development Period, for maintenance, repair, and other purposes permitted by this Declaration. The annual assessment may increase during the Development Period to reflect increased maintenance costs, repair costs, or plat management costs. All increases during the development Period must directly reflect increases in the above recited costs. After the Development Period expires, the maximum annual assessment may be increased by more than 10 percent (10%) only if two-thirds (2/3) of the members of the Association, who are voting in person or by proxy at a meeting duly called for this purpose, consent to such an increase. After the Development Period expires, the Board of Directors shall fix an annual assessment in accord with the above-recited standards.

7.4 Uniform Rates of Assessment. Both annual and special assessments arising under Article VIII must be fixed at a uniform rate for all Lots, provided, however, that, as stated in Article VIII any unimproved Lot owned by the Declarant shall not be subject to any assessments or charges described in this Declaration. Assessments will be collected on an annual basis by the Declarant during the Development Period, or by a monthly, bimonthly, quarterly, or annual basis as determined by the Association after the Development Period has expired.

7.5 Date of Commencement of Annual assessments; Due Dates. The annual assessments described in this Article shall commence during the first calendar month following recording of the plat of Hidden Ridge, or any division thereof. If the plat is recorded in divisions, then the annual assessment shall only apply to those Lots recorded within each division based on the date each division is recorded. The first annual assessment for each Lot Owner shall be adjusted according to the number of months remaining in the calendar year calculated from the date of recording of the division in which the Lot is located. After the Development Period expires, the Board of Directors shall fix the annual assessment. Written notice of the annual assessment shall be sent to every Owner subject to such assessments. The due date shall be established by the Board of Directors. The Association shall, upon demand and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessment on a specific Lot has been paid. A properly executed certificate of the Association as to the status of assessments on a Lot is binding upon the Association as of the date of its issuance.

7.6 Effect of Non-Payment of Assessments; Remedies of the Association. Any assessments not paid in thirty (30) days after the due date shall bear interest from the due date at a rate of 12 percent (12%) per annum. Each Owner hereby expressly vests in the Declarant during the Development Period, or the Association after the Development Period, or their agents the rights and powers to bring all actions against such Owner personally for the collection of such assessments as debts and to enforce lien rights of the Association by all methods available for the

enforcement of such liens. The Owner is responsible for payment of all attorneys' fees incurred in collecting past due assessments or enforcing the terms of assessment liens. No Owner may waive or otherwise escape liability for the assessment provided herein by non-use of the Common Areas or abandonment of his Lot.

7.7 Voting Rights The Association shall have the right to suspend the voting rights and privileges of an Owner for any period not to exceed sixty (60) days per infraction for any infraction of the terms of either this Declaration, the Articles or the Bylaws of the Association.

7.8 Subordination of the Lien to Mortgage. The lien for assessments, provided for in this Article, shall be subordinate to the lien of any first mortgage or first deed of trust ("first mortgage") Sale or transfer of any Lot shall not affect the assessment lien. However the sale or transfer of any Lot pursuant to a mortgage foreclosure, or any proceeding in lieu thereof, or the first mortgage holder's acceptance of a deed in lieu of foreclosure, shall extinguish the lien created pursuant to this Article as to payments which become due prior to such sale or transfer. No sale or transfer however, shall relieve such Lot Owner or Lot from liability for any assessments thereafter becoming due nor from the lien thereof, nor shall relieve the delinquent Owner from personal liability for the amount of the payments which become due prior to such sale or transfer, and for costs and attorney's fees.

7.9 Exempt Property. All property dedicated to and accepted by the local public authority shall be exempt from the assessments provided for in this Article. Property and Lots within Hidden Ridge owned by Declarant and all common areas, shall be exempt from any and all assessments provided for in this Declaration.

7.10 Management by Declarant during the Development Period. Declarant, at its option, shall have and may exercise all rights and powers herein given to the Association. Such rights and powers are reserved by the Declarant, its successors and assigns as provided in Article III. Declarant shall have the right and option to assess Owners for actual costs of maintaining Common Areas and right-of-way, and to assess a Plat management fee during the Development Period as set forth in Article VIII.

ARTICLE VIII

Maintenance of Lots

8.1 Exterior Maintenance of Owner. Each Lot and Residence shall be maintained by the Owner in a neat, clean and slightly condition at all times and shall be kept free of accumulations of litter, junk, containers, equipment, building materials, and other debris. All landscaping areas shall be regularly maintained and trimmed to present a clean, neat and well-maintained appearance. All refuse shall be

kept in sanitary containers sealed from view of any Lot; the containers shall regularly be emptied and the contents disposed of off the Properties. No storage of goods, vehicles, boats, trailers, trucks, campers, recreational vehicles shall, or other equipment or device shall be permitted in open view from any Lot or right-of-way. (Vehicles, boats, trailers, trucks, campers, and recreational vehicles shall be referred to as "Vehicles") This provision shall not exclude temporary (less than 72 hours) parking of Vehicles on the designated driveway areas adjacent to the garages on the Lots. This paragraph is not meant to disallow permanent (more than 72 hours) parking or storage of Vehicles on the Lots, but if stored, Vehicles shall be adequately screened from the view of adjacent rights-of-way and Lots.

Notwithstanding the foregoing, Owners who have visiting guests intending to stay in such a Vehicle may secure written permission from the Board for such guests to park the Vehicle upon the Lot owned by the Owner for a maximum period of (2) weeks. Such a privilege shall only exist, however, after the written permission has been obtained from the Board.

8.2 Easements for Enforcement Purposes. Owners hereby grant to the Association an express easement for the purpose of going upon the Lots of Owners for the purpose of removing Vehicles or other similar objects which are parked or stored in violation of the terms of this Declaration.

8.3 Lot Maintenance of the Association. In the event that an Owner shall fail to maintain the exterior of his premises and the improvements situated thereon in a manner consistent with maintenance standards of the Hidden Ridge community, the Board shall, upon receipt of written complaint of any Owner and the subsequent investigation which verifies that complaint, have the right through its agents and employees to enter upon the offending Owner's Lot and repair, maintain and restore the Lot and exterior of the improvements on that Lot if the Owner shall fail to respond in a manner satisfactory to the Board within forty-five (45) days after mailing of adequate notice by certified mail to the last known address of the Owner. The cost of such repair, maintenance or restoration shall be assessed against the Lot, and the Board shall have the right to cause to be recorded a notice of lien for labor and materials furnished, which may be enforced in the manner provided by law for enforcement of labor liens and material liens.

8.4 Enforcement During the Development Period. During the Development Period, the Declarant may elect to exercise and perform the functions of the Board. If the Declarant elects not to perform this function or at any time elects to no longer perform this function, the Declarant shall appoint the Temporary Board to function as provided herein.

ARTICLE IX Homeowners Association

9.1 Non-Profit Corporation. The Association shall be a non-profit corporation under the laws of the State of Washington.

9.2 Membership. Every person or entity (including Declarant) who is an owner of any Lot shall become a member of the Association. Membership shall be appurtenant to the Lot and may be separated from the ownership of any Lot and shall not be assigned or conveyed in any way except upon the transfer of title to, or a real estate contract vendee's interest in, said Lot and then only to the transferee of either the title to the Lot or the vendee's interest in the Lot. All Owners shall have the rights and duties specified in this Declaration, the Articles and the Bylaws of the Association.

9.3 Voting Rights. The Association shall have two (2) classes of voting membership:

Class A: Class A members shall be all owners with the exception of the Declarant while the Declarant is a Class B member and the Owners of Lots described as exempt in the Declaration. Class A members shall be entitled to one (1) vote for each lot owned. When more than one (1) person holds interest in any Lot, all such persons will be members. The vote for such Lot shall be exercised as they by majority determine, but in no event shall more than one (1) vote be cast with respect to any Lot, all such persons shall unanimously designate (in writing delivered to the secretary of the Association) one of the person (owning all interest in the Lot) to vote (in person or by proxy) the vote for such Lot.

Class B: Class B member(s) shall be the Declarant (as defined in this Declaration), and shall be entitled to three (3) votes for each Lot owned.

The voting rights of any Owner may be suspended as provided for either in this Declaration, or in the Articles, or in the Bylaws of the Association. The Declarant, during the Development Period, or the Association, after the Development Period, shall have the right to suspend the voting rights of a member for any period during which any assessment, or any other charge (as defined in Article XVI), against the Lot remains unpaid, and for a period of not to exceed sixty (60) days each for any (and for separate) infractions of the terms of this Declaration, the Articles or the Bylaws of the Association.

9.4 Meetings. Meetings shall be conducted in accord with the specifications set forth in the Bylaws of Hidden Ridge Homeowners Association.

ARTICLE X Management by Board

10.1 Expiration of the Development Period. Upon expiration of the Declarant's management authority under Article III, all administrative power and authority shall vest in a Board of three Directors who need not be members of the Association. The Association, by amendment of the Bylaws, may increase the number of directors. All Board positions shall be open for election at the first annual meeting after termination of the Development Period under Article III.

10.2 Terms. The terms which the Board members will serve are defined in the Bylaws.

10.3 Powers of the Board. All powers of the Board must be exercised in accord with the specifications which are set forth in the Bylaws. The Board, for the benefit of all Properties and the Lot Owners, shall enforce the provisions of this Declaration and the Bylaws. In addition to the duties and powers imposed by the Bylaws and any resolution of the Association that may be hereafter adopted, the Board shall have the power and be responsible for the following, in way of explanation but not limited to:

- (A) **Insurance.** Obtain policies of insurance for Common Areas.
- (B) **Legal and Accounting Services.** Obtain legal and accounting services if necessary to the administration of Association affairs, administration of the Common Areas, or the enforcement of this Declaration.
- (C) **Maintenance.** Pay from Association funds, all costs of maintaining the Common Areas.
- (D) **Maintenance of Lots.** Subject to the requirements of Article IX, maintain any Lot if such maintenance is reasonably necessary in the judgment of the Board to preserve the appearance and value of the Properties or Lot. The Board may authorize such maintenance within a reasonable time after written notice of the necessity of such maintenance has been delivered by the Board to the Owner or Owners of such Lot, provided that the Board shall levy a special assessment against the Owner or Owners of such Lot and the Lot for the cost of such maintenance.
- (E) **Discharge of Liens.** The Board may also pay any amount necessary to discharge any lien or encumbrances levied against the entire Properties or any part thereof which is claimed or may, in the opinion of the Board constitute a lien against the Properties rather than merely against the interest therein of particular Owners. Where one or more Owners are responsible for the existence of such liens, they shall be jointly and severally liable for the entire costs of title search incurred by the Board by reason of such lien or liens. Such fees and costs shall be assessed against the Owner or Owners and the Lot(s) responsible to the extent of their responsibility.
- (F) **Utilities.** Pay all utility charges attributable to the Common Areas and street lights, if necessary.

- (G) **Security.** Pay all costs deemed appropriate by the Board to ensure adequate security for the Lots and Common Areas constituting the residential community created on the Properties.
- (H) **Improvement of Common Areas.** Improve the Common Areas, Roads and walkways with capital improvements to such Common Areas; provided that for those capital improvements exceeding \$2000.00 addition of such capital improvements to the Common Areas must be approved by a two-thirds (2/3) of the members of the Association who are voting in person or by proxy at a meeting duly called for this purpose.
- (I) **Right of Entry.** Enter any Lot or Residence, when reasonably necessary, in the event of emergencies or in connection with any maintenance, landscaping or construction for which the Board is responsible. Except in those cases of emergencies, the Board, its agents or employees shall attempt to give notice to the Owner or occupant of any Lot or Residence 24 hours prior to such entry. Such entry must be made with as little inconvenience to the Owner as practicable, and any damage caused thereby shall be repaired by the Board, at the Association expense, if the entry was due to an emergency (unless the emergency was caused by the Owner of the Lot entered, in which case the cost shall be specially assessed to the Lot against the Owner of the Lot). If the repairs or maintenance activity were necessitated by the Owner's neglect of the Lot, the cost of such repair or maintenance activity shall be specially assessed to that Lot and against the Owner of that Lot. If the emergency or the need for maintenance or repair was caused by another Owner of another Lot, the cost thereof shall be specially assessed against the Owner of the other Lot and against the other Lot.
- (J) **Promulgation of Rules.** Adopt and publish any Rules and Regulations governing the members and their guests and establish penalties for any infractions thereof.
- (K) **Declaration of Vacancies.** Declare the office of a member of the Board to be vacant in the event that a member of the Board is absent from three (3) consecutive meetings of the Board.
- (L) **Employment of Manager.** Employ a manager, as independent contractor, or such other employees as the Board deems necessary and describe the duties of such employees.
- (M) **Payments for Goods and Services.** Pay for all goods and services required for the proper functioning of the Common Areas.
- (N) **Impose Assessments.** Impose annual and special assessments.
- (O) **Bank Account.** Open a bank account on behalf of the Association and designate the signatories as required.
- (P) **Exercise of Powers, Duties and Authority.** Exercise for the Association all powers, duties and authority vested in or delegated to the Association and not reserved to the membership by other provisions by the Bylaws, Articles of Incorporation, or this Declaration. The Board shall have all powers and authority permitted to it under this Declaration and the Bylaws. However, nothing herein contained shall be construed to give the Board authority to conduct business for profit on behalf of all the Owners or any of them.

ARTICLE XI Land Use Restrictions

11.1 Single Family Residences. All Lots within the Properties shall be used solely for private single-family residential purposes. Private single-family residences shall consist of no less than one (1) Lot, and no Lot shall ever be further subdivided. No structure shall be constructed which exceeds the allowable height set forth in the Skamania County Zoning Code for SR zone. Each residence must have a private enclosed car shelter for not less than two (2) cars. No single structure shall be altered to provide residence for more than one (1) family. Residences shall maintain a minimum of at least 1500 square feet for one level and a minimum of 1600 square feet for two story dwellings. In computing square footage the garages or enclosed decks shall not be included in total square footage.

11.2 Owner's Rights No Lot shall be used in a fashion which unreasonable interferes with any other Owner's right to use and enjoy the other Owner's Lots. The Board, the committee designated by it, or the Declarant during the Development Period, shall determine whether any given use of a Site unreasonably interferes with those rights; such determinations shall be conclusive.

11.3 Noxious or Offensive Behavior. No noxious or offensive activity shall be conducted on any Lot, nor shall anything be done or maintained on the Properties which may become an activity or condition which unreasonably interferes with the rights this Declarant gives other Owners to use and enjoy any part of the Properties. No activity or condition shall be conducted or maintained on any part of the Properties which distracts from the value of the Properties as a residential community. No untidy or unsightly condition shall be maintained on any Property. Untidy conditions shall include, but are not limited to, publicly visible storage of wood, boats, trailers, mobile homes, recreational vehicles, disabled vehicles of any kind, and landscaping which is not properly maintained.

Notwithstanding anything in this Article to the contrary, during the Development Period the Declarant may permit trailers (temporary trailers) to be placed upon Owner's Lots to facilitate the sale of the Lots and the construction of residences (and residence-associated improvements) upon the Lots. All such temporary trailers shall be placed upon either a Lot being sold by the Lots Owner or the Lot upon which a residence is being constructed by the Lot's Owner. No such temporary trailers shall be placed, without Declarant's permission, on any other portion of the property. The Declarant specifically, in the Declarant's sole discretion, may deny such request or specify its placement location upon the Lot.

11.4 Fences and Walls. Fences and walls are permitted on side and rear property lines, up to within the distance between the Lot line and the adjacent wall of the primary Residence, subject to the approval of the Committee and determination whether such fences, walls or shrubs would interfere with utility easements reflected on the face of the Plat and other easements elsewhere recorded. In no event shall any fences be allowed between the front Line and the front wall (façade) of the primary

Residence. No barbed wire, chain link, or corrugated fiberglass fences shall be erected on any Lot. All fences, open and solid, are to meet the standards set by the Committee and must be approved by the Committee prior to construction.

11.5 Retaining Walls. If retaining walls are installed on any Lots, it shall be the ongoing responsibility of the owners to maintain the retaining walls. Such maintenance should be coordinated with the maintenance activities by the Association of any retaining walls in the Common Areas.

11.6 Manufactured Homes. No mobile or "manufactured" homes, trailers, structures of a temporary character, recreational vehicle, tent, shack, garage, barn, or other out buildings shall be used on any Lot at any time as a Residence, either temporarily or permanently for residential purposes.

11.7 Setbacks. No structures shall be located within 30 feet of the front line or nearer to the side street line than minimum dwelling setback lines required by applicable public zoning ordinances. For the purpose of this Covenant, eaves, steps, chimneys, and open porches shall not be considered as part of the dwelling; provided, however, that this shall not be considered to permit any portion of a dwelling on a Lot to encroach any required setbacks by local codes, or to encroach upon another Lot or upon any easements indicated on the face of the Plat or as otherwise recorded, or upon the Common Areas. In no event shall any structures violate any provisions of any county ordinance, or any specific setbacks as set forth on the recorded plat map, or any setbacks imposed through the establishment of easements for utilities or access.

11.8 Signs. No signs, billboards, or other advertising structures or devices shall be displayed to the public view on any Lot except one (1) sign not to exceed five (5) square feet in area may be placed on a Lot to offer the property for sale or rent. The sign may also be used by a builder to advertise the property during the construction and sale period. Political signs, not more than (8) square feet in area, of a temporary nature, will be allowed during campaign periods on Lots. The Declarant may establish, for the duration of the Development Period, signage guidelines and standards for Lot identification signs, "for sale" signs and other signage that may be placed by parties other than the Declarant on any part of the Lots within Annie Meadows. The Declarant may also develop an overall theme for signage within the project, including specific requirements for physical sign installation and size requirements, which theme will then become part of the established guidelines and standards for signage in Hidden Ridge during the Development Period. In the event such guidelines are established, the Declarant shall make the signage guidelines and standards available upon request to Lot Owners and their representatives, including both builders and real estate agents of Lot Owners. During the Development Period, the Declarant shall have sole and exclusive right to approve, in the Declarant's sole discretion, any and all signage installations within any part of the real property encompassed within the plat of Hidden Ridge. Every Owner of a Lot in Annie Meadows, and any builder or real estate agent on behalf of an Owner, shall submit

any proposed signs to the Declarant for approval prior to installation of the signs. All non-approved signs found within the plat of Hidden Ridge may be promptly removed and disposed of by the Declarant.

11.9 Rental of Homes. An owner shall be entitled to rent or lease his residence for any length of time the Owner wishes, provided that the tenant or renter complies with all provisions of the Declaration, Bylaws and Rules and Regulations governing the Association. The Owner will ensure that each tenant or renter has a copy of the Declaration, Bylaws and Rules and Regulations of the Association.

11.10 Animals. No animals, livestock or poultry of any kind, other than four (4) household pets, which are not kept, bred or raised for commercial purposes and which are reasonably controlled so as not to be a nuisance, shall be permitted within any Lot. Any inconvenience, damage or unpleasantness caused by such pets shall be the responsibility of the respective Owners thereof. Dogs shall not be permitted to roam the Property unattended, and all dogs shall be kept on a leash while outside their owner's Lot while attended & unattended barking dogs may be required to utilize a device which would refrain any nuisance barking or crying. An Owner may be required to remove a pet upon receipt of the third written notice from the Board of violation of any rule, regulation or restriction governing pets within the Property. Any animal which the Board of Directors or the City of Carson reasonably determines is vicious or dangerous to Owners, their families and guests, shall be removed by the Owner thereof immediately upon written notice from the Board. At the Owner's request after such removal, a hearing will be held by the Board of Directors to review its determination and affirm or reverse its previous determination.

11.11 Antennas and Satellite Dishes. Exterior antennas and satellite receivers shall not be permitted to be placed upon any Lot except as approved by the ARC. Exterior satellite dishes with a surface area of twenty-four (24) inches or less may be placed on any Lot so long as they are not located on the front of any dwelling.

11.12 Laundry Drying. Laundry drying lines shall only be of clothes-tree variety, circular-whirl variety, or retractable variety, shall be located to the rear of the Dwelling Unit, and shall be screened from view from any adjacent public or private street, or view. Further, no such apparatus shall be set up or maintained except when laundry is being dried thereon.

11.13 Holiday Decorations. Holiday decoration shall be removed within 14 days of the holiday season. No later than January 15.

11.14 Vacant Lots. Any vacant Lot shall be maintained by its Owner in a reasonable, clean, presentable condition, including, without limitation, grass mowing and removal of debris.

ARTICLE XII

Building Restrictions

12.1 Building Materials. All homes constructed on each Lot shall be built of new materials, with the exception of "décor" items such as used brick, weathered planking, and similar items. The committee will determine whether a used material is a "décor" item. In making this determination, the Committee will consider whether the material harmonizes with the aesthetic character of Hidden Ridge development and whether the material would add to the attractive development of the subdivision. All roofs are to be composition asphalt or fiberglass shingles, shingle tile, Interlocking metal roofing that is prefinished in an earth tone color or other material acceptable to the Committee. All siding and trim are to be cement composite or re-sawn wood or equivalent, or log construction and approved by the Committee. The exterior of all construction on any Lot shall be designed, built, and maintained in such a manner as to blend in with the natural surroundings and landscaping within Hidden Ridge. Exterior colors must be approved by the Committee. Exterior trim, fences, doors, railings, decks, gutters, and the exterior finish of garages and other accessory buildings shall be designed, built, and maintained to be compatible with the exterior of the structure they adjoin.

12.2 Maintenance of Lots During Construction Period. Each Lot Owner, exclusive of the Declarant shall have a responsibility to generally maintain the Lot in a neat and clean appearance after construction commences for a Residence on said Lot. During construction of each Residence, periodic efforts shall be made by the Owner, or the Owner's construction representatives, to pick up scrap materials and other construction debris and to periodically dispose of said materials. No dumping of any such debris or refuse shall be allowed on adjoining Lots or on any Common Areas within the Plat of Annie Meadows. Upon completion of the construction on any Lot and prior to the occupancy of the structure, the Lot Owner shall be responsible for keeping the landscaping improvements and the structure itself in a clean and neat appearance. This shall include the responsibility for regular landscape maintenance, trimming, and upkeep to present a finished appearance of said premises. In the event that the Lot Owner or Owner's construction representative fails to meet the standards set forth in this section, the Board shall have the right to complete such clean-up activity in accordance with the provisions set forth in Article IX herein. Each Owner shall be required to clean up the Lot within ten (10) days of receipt of a Certificate of Occupancy. Following occupancy, the new Owner shall then be responsible to maintain said Lot in a manner consistent with Article IX herein.

12.3 Permits. No construction or exterior addition or change or alteration of any structure may be started on any portion of the Properties without the Owner first obtaining a building permit and other necessary permits from the proper local governmental authority, and written approval of such permits from the Board,

Committee, or the Declarant, as well as plan check approval as set forth in Article XV.

12.4 Code. All construction shall conform to the requirements of the State of Washington's Rules and Regulations for Installing Electric Wires and Equipment, and Uniform Codes (building, mechanical, plumbing), in force at the time commencement of the construction, including the latest revisions thereof.

12.5 Time of Completion. The exterior of any structures, including painting or other suitable finish and front yard landscaping, shall be completed within one (1) year of the beginning of construction so as to present a finished appearance when viewed from any angle. The construction area shall be kept reasonably clean during construction period. Building on any purchased lots shall commence no later than three (3) years after purchase date.

12.6 Entry for Inspection. Any agent, officer or member of the Board, Committee, or Declarant may, at any reasonable predetermined hour upon twenty-four (24) hour's notice during construction so as to present a finished appearance when viewed from any angle. The construction area shall be kept reasonably clean during the construction period.

12.7 Contractor. Without the prior approval of the Committee, no home may be constructed on any Lot other than by a contractor licensed as a general contractor under the statutes of the State of Washington.

ARTICLE XIII Utilities

13.1 Wiring / Power Supply. The wiring (other than interior wiring) for buildings of any kind shall be underground.

13.2 Antennae. No radio or television antennae, transmitters or parabolic reflectors (satellite dish antennae) shall be permitted unless approved by the Committee. Any such installations shall be fully screened from public view as a minimum requirement for approval, but such screening shall not guarantee approval by the Committee. Any such installations shall not be approved if, in the sole discretion of the Committee, installation(s) will detract from the appearance of the Lot or Properties.

ARTICLE XIV Architectural Control

14.1 Architectural Control Committee ("Committee"). So long as the Declarant is either a Class A or Class B voting member of the Association, the Declarant shall act as the Architectural Control Committee (act as the Committee) created by this Article XV even if the Development Period has ended) unless the Declarant elects not to act as the Committee. If the Declarant is acting as the Committee, the Declarant shall have all authority and perform all functions given to the Committee by these Declarations and applicable law; all references to "Committee" in this Article XV shall apply to the Declarant while acting as the Committee.

If the Declarant is still a voting member of the Association but elects not to act as the Committee, then (i) if the Development Period has not ended, Declarant shall appoint a Committee to function as the Committee and (ii) after the Development Period, the Board shall appoint the Committee. At such time as the Declarant is no longer a voting member of the Association, the Board shall have the authority, shall have the authority to appoint the Committee provided for by this Article XV. The Committee, when appointed, shall have the authority to appoint the Committee provided for by this Article XV. The Committee when appointed, shall consist of not less than three (3) and not more than five (5) members. It is not a requirement that members of the Committee be (1) Owners or (2) members Of the Association.

14.2 Jurisdiction and Purpose. The Committee or Declarant as set forth herein, shall review proposed plans and specification for Residences, accessory structures, fences, walls, appurtenant recreational facilities (e.g., hot tubs, basketball courts, swimming pools, bath houses), or other exterior structures to be placed upon the Properties. No exterior addition, structural alteration, or exterior structures of any kind may be made until plans and specifications showing the nature, kind, shape, height, material and location of the proposed structure or alteration have been submitted in to and approved, in writing, by the Committee. The Committee shall also review proposals to change the exterior color homes in the in the subdivision. The Committee shall determine whether the exterior design and location of the proposed structure, alteration, or color change harmonizes with the (1) surrounding structures, (2) surrounding natural built environment, and (3) aesthetic character of other homes in the subdivision.

14.3 Membership. Except as provided in Section 15.1 of this Article XV, the Committee shall be designated by the Board. An election to fill a newly created position on the Committee or a vacancy on the Committee requires the vote of the majority of the entire Board. However, the Board is not obligated to fill a vacancy on the Committee unless the membership of the Committee numbers less than two (2) persons.

14.4 Designation of a Representative. The Committee may unanimously designate one or more of its members or a third party to act on behalf of the Committee with respect to both ministerial matters and discretionary judgments. The decisions of such individuals are subject to review by the entire Committee at the request of any member of the Committee.

14.5 Donation of Time. No member of the Committee shall be entitled to any compensation for services performed on behalf of the Committee. Committee members shall have no financial liability resulting from Committee actions.

14.6 Voting. Committee decisions shall be determined by a majority vote of the members of the Committee.

14.7 Submission of Plans. All plans and specifications required to be submitted to the Committee shall be submitted either in person or by mail to the address of the Committee in duplicate. The written submission shall contain the name and address of the Owner submitting the plans and specifications identify the Lot involved, and the information contained as generally outlined below:

- (a) The location of the structure upon the Lot;
- (b) The elevation of the structure with reference to the existing and finished lot grades;
- (c) The general design;
- (d) The interior layout;
- (e) The exterior finish materials and color, including roof materials;
- (f) Other information which may be required in order to determine whether the structure conforms to the standards articulated in this Declaration and the standards employed by the Committee in evaluating development proposals.

14.8 Evaluating Development Proposals. The Committee shall have the authority to establish aesthetic standards for evaluating development proposals. In addition to such standards, in evaluating development proposals, the Committee shall determine whether the external design, color, building materials, appearance, height, configuration, location on the Lot, and the landscaping of the proposed structure (the "design elements") harmonize with (1) the various features of the natural and built environment, (2) the aesthetic character of the other homes in Hidden Ridge, and (3) any other factors which affect the desirability or suitability of a proposed structure or alteration. The Committee shall decline to approve any design in which (1) the design elements fail to harmonize with the approval factors described in the previous sentence or which fail to meet with aesthetic standards promulgated by the Committee, (2) impacts adversely on nearby properties and Common Areas, or (3) is of a temporary or non-permanent nature.

14.9 Exclusions. So long as the Declarant is either a Class A or Class B voting member of the Association, the Declarant shall have the right to waive the plans and specifications review for building in Hidden Ridge. Any such waiver shall

not exempt said builder from any of the standards or restrictions contained in these declarations.

14.10 Approval Procedure. Within fourteen (14) days after the receipt of plans and specifications, the Committee shall approve or disprove the proposed structure. The Committee may decline to approve plans and specification which, in its opinion, do not conform to restrictions articulated in this Declaration and criteria (including those in Section 8 of this Article XV) or to its aesthetic standards. The Committee shall indicate its approval or disapproval on one of the copies of the plans and specifications provided by the applicant and shall return the plans and specifications to the address shown on the plans and specifications. In the event that no disapproval of such plans and specifications is given within fourteen (14) days of submission, then the plans shall be deemed to be approved. In any event, the Association shall hold the Committee members (and the Declarant, if acting as Committee) harmless from any actions taken (or actions not taken) relative to the approval, disapproval. Or non-action on any plans submitted for review. "Non-action" on the part of the Committee shall not exempt the applicant from any of the provisions of this Declaration or the restrictions articulated herein. By purchasing a Lot in Annie Meadows, the Owners agree that to the extent permitted by law, the declarant shall have no liability to the Owners or the Association for any actions taken, or actions not taken, while acting as the Committee.

14.11 Compliance with Codes. In all cases, ultimate responsibility for satisfying all local building codes and requirements rests with the Owner and contractor employed by the Owner. The Committee has no responsibility for ensuring that plans and specifications which it reviews comply with local building codes and requirements. The Owner shall hold the Committee members (and Declarant) harmless in the event that a structure which the Committee (or Declarant) authorizes fails to comply with relevant building and zoning requirements or these covenants and restrictions contained herein. No person on the Committee or acting on behalf of the Committee, nor the Declarant acting as the Committee, or anyone acting on behalf of the Declarant, shall be held responsible for any defect in any plans or specifications which are approved by the Committee or Declarant nor shall any member of the Committee or any person acting on behalf of the Committee or Declarant be held responsible for any defect in a structure which was built pursuant to plans and specifications approved by the Committee, or by the Declarant.

14.12 Enforcement. The Association (including the Declarant on behalf of the Association), Board, or any Owner shall have the right to bring suit for judicial enforcement of a determination of the Committee, or, after the Development Period, to seek an order requiring the Committee to exercise its authority, and perform its functions, under Article XV. In any judicial action to enforce a determination of the Committee, the losing party shall pay the prevailing party's attorneys' fees, expert witness fees, and other costs incurred in connection with such a legal action or appeal.

"Non-action" on the part of the Committee or the Declarant shall not exempt the applicant from any of the provisions of this Declaration or restrictions contained in this Declaration.

ARTICLE XV General Provisions

15.1 Covenants Running with the Land. These covenants are to run with the land and be binding on all parties and persons claiming under them for a period of twenty (20) years from the date these covenants are recorded, after which time the covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by a majority of the individuals then owning Lots has been recorded which reflects their intent to amend, or remove the covenants in whole or in part.

15.2 Amendment. The Covenants and restrictions articulated in this Declaration shall run with the land for a term of twenty (20) years from the date that this Declaration is recorded. After twenty (20) years have expired, the covenants shall be automatically extend in accordance with the provisions set forth in Section I of this Article. So long as the Declarant is either a Class A or Class B member of the Association, this Declaration may be amended only if (a) a Declarant gives the Declarant's express written approval of the amendment in writing, (b) the Owners of at least 51 percent (51%) of the Lots, including those owned by Declarant, sign an instrument (which may be executed in counterparts) approving the amendment. At such time as the declarant is no longer a Class A or Class B voting member of the Association, this Declaration may be amended if the Owners of least 75 percent (75%) of the Lots vote to amend particular provisions of this instrument as then in effect (including any prior amendments). In no event shall any provisions expressly referring to the Declarant be amended at any time without the express written approval of the Declarant or the Declarant's successor in interest (unless the Declarant, or the Declarant's successor in interest, no longer exists). All amendments must be filed with the office of the Skamania County Auditor.

15.3 Insurance. The Association shall have no obligation to obtain any insurance on the Lots or the structures located on the Lots except as expressly provided herein.

15.4 Enforcement. The Association (including the Declarant on behalf of the Association), the Board, or any Owner shall have the right to enforce, by legal proceeding, all restrictions, conditions, covenants, restrictions, liens and charges now or hereafter imposed by the provisions of this Declaration.

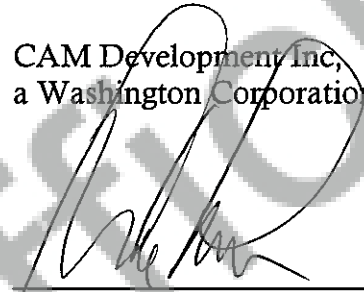
15.5 Successors and Assigns. The Covenants, restrictions and conditions articulated in this Declaration shall run with the land and shall accordingly be binding on all successors and assigns.

15.6 Maintenance of Storm. It will be the responsibility of the HOA to provide for periodic maintenance of storm cleanouts and proper function of the detention area. The City of Stevenson may elect to have the maintenance transferred to the City with an establishment of a sewer district. In that event, the City will have an assessment for the district. The HOA fees can be adjusted accordingly.

IN WITNESS WHEREOF, Declarant has executed this Declaration as of the date set forth above.

DECLARANT:

CAM Development Inc,
a Washington Corporation



By: Charles Laufman, President

STATE OF WASHINGTON)
) ss.
COUNTY OF SKAMANIA)

On this day personally appeared before me Charles Laufman, who I know to be, or have satisfactory evidence that he is the manager of CAM Development Inc, a Washington limited liability company, and who, under oath, stated that he was authorized to sign on behalf of such corporation the within and foregoing instrument and acknowledged it to be the free and voluntary act and deed of said corporation for the uses and purposes therein mentioned.

Notary Public for the State of Washington

My commission expires _____

EXHIBIT 'A'

PARCEL I

A tract of land in the Southeast Quarter of Section 35, Township 3 North, Range 7 East of the Willamette Meridian, in the County of Skamania, State of Washington, described as follows:

Lot 1 of the Iman Loop Short Plat recorded in Auditor File No. 2006160461, Skamania County Records.

PARCEL II

A tract of land in Section 35, Township 3 North, Range 7 East of the Willamette Meridian, in the County of Skamania, State of Washington, described as follows:

Lots 1, 2 & 3 of the Morning Wood Short Plat, recorded in Auditor File No. 2005159291, Skamania County Records.

PARCEL III

A tract of land in Section 35, Township 3 North, Range 7 East of the Willamette Meridian, in the County of Skamania, State of Washington, described as follows:

Lots 1, 2, 3 & 4 of the Osprey Ridge Short Plat, recorded in Auditor File No. 2005159290, Skamania County Records.