

Doc # 2007167775  
Page 1 of 15  
Date: 09/24/2007 10:27A  
Filed by: DAN MITCHELL  
Filed & Recorded in Official Records  
of SKAMANIA COUNTY  
SKAMANIA COUNTY AUDITOR  
J MICHAEL GARVISON  
Fee: \$54.00

**WHEN RECORDED RETURN TO:**

Dan Mitchell

P.O. Box 387

Stevenson, WA 98648

**DOCUMENT TITLE(S)**

Adoption of new CC&Rs of the River View Meadow Development

**REFERENCE NUMBER(S)** of Documents assigned or released:

Book 3, pg 340, Vol 199, pg 355, AF138177

☒ Additional numbers on page 1 of document.

**GRANTOR(S):**

Dan and Deb Mitchell – Lot 1 River SP

☒ Additional names on page 10 of document.

**GRANTEE(S):**

River Short Plat, Bk. 3, pg. 340

☒ Additional names on page 1 of document.

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

Lots 1, 2, 3, & 4 of the River Short Plat Bk. 3, pg. 340

☒ Complete legal on page 1 of document.

**TAX PARCEL NUMBER(S):** 03072540040000, 03072540030000, 03072540030300,  
03072540020000, 03072540020200, 03072540040900, 03072540041000,  
03072540030400, 03072540030500, 03072540020300, 03072540020400

☐ 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.

**September 21, 2007**

**Adoption of new CC&Rs of the River View Meadow Development, as originally recorded on May 18, 2000 in Book 3, pg 340, Vol 199 pg 355, AF138177 and amended by Terry Ryan on June 9, 2000 in Book 199, pg. 926 138327.**

**Grantors: See page 10**

**Grantees:**

- **River Short Plat – Lots 1, 2, and 3 of the River Short Plat BK.3, Pg. 340 Section 25, T3N, R7E**
- **View Short Plat – Lots 1, 2, 3, and 4 of the View Short Plat BK. 3, Pg. 339 Section 25, T3N, R7E**
- **Meadows Short Plat – Lots 1, 2, 3, and 4**  
**Lot 1-Meadow SP BK 3/PG341 Reconfig BK 197/PG 801**  
**Lot 2-Meadow SP BK 3/PG341 Reconfig BK 197/PG 268 & BK 197/PG 810**  
**Lot 3-Meadow SP BK 3/PG 341 Reconfig BK 197/PG 807**  
**Lot 4-Meadow SP BK 3/PG 341 Reconfig BK 197/PG 268, BK 197/ PG 804**  
**All in Section 25 T3N, R&E**

**ATTACHMENT: New CC&Rs**

**ATTACHMENT: Minutes of September 21, 2007 meeting (page 11)**

**DECLARATION OF COVENANTS, CONDITIONS,  
AND RESTRICTIONS FOR  
RIVER VIEW MEADOW DEVELOPMENT**

**09/21/2007**

**ARTICLE I.**  
**USE RESTRICTIONS**

**1. Enjoyment of Property.**

The Owners shall use their respective properties for their own enjoyment in such a manner so as not to offend or detract from other Owners' enjoyment of their own respective properties. The maintenance, upkeep and repair of lots shall be the sole responsibility of the individual owners, and not the responsibility of the other lot owners. Owners shall maintain their lots, dwellings, and any and all appurtenances to the high standards of the development. Painting and landscaping must be kept in good order, condition and repair, lots must be kept clean, pleasing to the sight, and sanitary at all times. Requests for exceptions to any part of this Declaration may be brought before the ARC and/or the Board for consideration.

**2. Residential Use**

All lots in Plats River, View, and Meadow are for single-family residential purposes only. No building or structure intended for or adapted to business or commercial purposes is permitted. No improvements or structure whatever, other than a private dwelling house, patio walls, swimming pool, and customary outbuilding, or garage, may be erected, placed or maintained on any lot. No day care, auto dismantling or repair, or any businesses requiring commercial vehicles or clientele to enter the development except for the purpose of ordinary residential delivery services or maintenance will be allowed.

**3. Derogation of Law.**

No Owner shall carry on any activity of any nature whatsoever on his property that is in derogation or in violation of the laws and statutes of the State of Washington, Skamania County, or other applicable government body.

**4. Nuisances.**

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. No noxious or offensive activity shall be carried on upon the Property or Lots nor shall anything be done thereon which may become a nuisance as defined by the laws of the State of Washington or Skamania County.

**5. Vehicles.**

Parking of inoperable cars, junk vehicles as defined in RCW 46.55.010 and certified in RCW 46.55.230, or commercial vehicles, construction equipment or farm machinery shall not be allowed on any lot, road, or easement within the development except only within the confines of any enclosed garage.

**6. Trash and Trash Containers.**

All garbage or trash containers must be stored where they are not visible from outside the premises. No trash, garbage, discarded equipment, rubbish, ashes, yard rakings, or other materials resulting from landscaping activity, or other refuse, shall be thrown, dumped, or allowed to accumulate on any lot, building site, street, or driveway. The Homeowners Association will remove the above at owner's expense, seven (7) days after written notification.

**7. Miscellaneous Trash and Materials Prohibited.**

No Lot, roadway, or part of the Common Area shall be used as a dumping ground for trash or rubbish of any kind. All garbage and other waste shall be kept in appropriate sanitary containers for proper disposal and out of public view. Such containers must be removed from the street or driveway and stored in an enclosed area within 24 hours of trash pickup.

Yard rakings, dirt, and other material resulting from landscaping work shall not be dumped onto the Common Area or roadways. A reasonably sized compost area shall be permitted as long as it is at least ten feet from the property line of a Lot and not offensive to other Owners. Should any Owner fail to remove any trash, rubbish, garbage, yard debris, or any such materials from any Lot, any streets or Common Areas where deposited by him within forty-eight (48) hours following the date on which notice is delivered to him by the Association, the Association may have such materials removed and may charge the expense of such removal to the Owner.

#### **8. Exterior Lighting.**

Outdoor lighting will be carefully reviewed by the Architectural Control Committee to assure that neighboring properties are protected from the direct view of the light sources. No floodlighting will be permitted, and illumination necessary for evening activities must be directed downware, screened, and only bright enough to provide for the safe traverse of steps and paths. Ornate lighting types such as colored lights or extensive yard lighting will be prohibited, with the exception of seasonal lighting such as Christmas lights. Light sensitive automatic lighting is discouraged, in favor of motion activated lighting.

#### **9. Antennae and Satellite Dishes.**

No large antennae or satellite dishes, which are visible from other homes or the road, will be permitted. The use of landscaping is permitted to hide satellite dishes. Shortwave or Ham Radio antennae will be considered by the Homeowners Association on an individual basis.

#### **10. Recreational Vehicles.**

Parking of trailers, boats, or habitable motor vehicles of any nature on any site, road, or easement for more than five (5) consecutive days is prohibited, unless it is obscured from sight. Bona fide guests' recreation vehicles are allowed on the lot within close proximity to the residence or an outbuilding for a period not to exceed twenty-one (21) cumulative days within a three-month period. A travel trailer, fifth-wheel camper, or motor home may be parked on site during construction.

#### **11. Firearms and Pyrotechnic Devices**

Because of the open areas and residential nature of River View Meadow, discharging firearms except in self-defense or igniting pyrotechnic devices (fireworks, etc.) is positively prohibited at all times.

#### **12. Assurance of View**

River View Meadow is set in a beautiful environment with varied vistas from all parts of the site. When planning your home, care should be taken to use the natural setting to provide filtered and selected views. At the same time care should be taken so as not to obstruct neighboring views. No structure or foliage may be erected or grown in such a manner as to obstruct the view from any lot. Any Owner may request that the Board mediate issues regarding tree trimming or removal for assurance of view. Any expenses incurred for view improvement shall be the responsibility of the requesting lot owner.

#### **13. Interpretation.**

These covenants, conditions, and restrictions shall be strictly interpreted according to the intent of the Homeowners' Association.

### **ARTICLE 2**

### **CONSTRUCTION AND LANDSCAPING REQUIREMENTS**

#### **1. Approval for Building or Construction Plans Reserved.**

For the purpose of further insuring the development of the lands so platted as an area of high standards, the

Homeowners' Association reserves the power to control the building, structures, location, improvements and initial landscaping placed on each lot. The Board may delegate this authority to a non-board body constituting an Architectural Control Committee. There shall be no verbal approval of any deviations from these covenants, and assertion of receiving verbal approval is no defense to violating these covenants, conditions, and restrictions. Whenever any deviation from these covenants, conditions, and restrictions is allowed by the Homeowners' Association, such deviation will be granted and explained with any conditions or restrictions in writing to the property owner and the grantor shall keep a copy of the same deviation in perpetuity.

## **2. Building Type and Completion.**

The living area of the dwelling shall be no less than 1,800 square feet, exclusive of garage, covered walks, and open porches. Any deviation must be approved and communicated to the requester in writing. All modifications granted will be subject to maintaining the integrity of the neighborhood dwelling units so as not to create a home of lesser quality and/or street-appeal than typical homes in the neighborhood.

When construction on any lot has begun, it must be pursued to completion with diligence and finished within twelve (12) months from the beginning of excavation. No home may be occupied prior to issuance of a certificate of completion by the governing building authority. There is not a minimum time within which to begin construction.

In the event that all or any portion of a residence or other building located on the property is damaged or destroyed, it shall be the duty of the owner thereof, with due diligence, to remove, and return the site to its natural state, or begin reconstruction of such structure to original appearance and condition within six months. Construction under this section is subject to the same time and occupancy restrictions in the preceding paragraph.

## **3. Construction Standards.**

There shall be only one residence permitted on each 2-acre lot. The exterior construction of all dwelling structures shall be double wall construction on all sides of the home with the exterior siding material to be approved by the ARC. T-111 siding shall be excluded under all circumstances. Each roof shall be approved by the ARC. Each dwelling shall be constructed with an attached and fully enclosed garage sufficient in size and design to house at least two full-size automobiles. A carport in lieu of a garage is prohibited. Garages should be designed to open to the side of the house, exceptions must be approved by the ARC. All outbuildings must be constructed to match the house in siding, roof pitch and roofing material. Metal or pole buildings are prohibited. Only those dwellings shall be allowed which are constructed in accordance with and using construction techniques and materials regulated and permitted by the International Residential Code (IRC) as adopted by the State of Washington and the local municipality with jurisdiction.

## **4. Exterior Colors.**

The color of all exterior materials should be subdued to blend with the natural landscape, and must be approved by the ARC at all times.

## **5. Temporary Structures.**

No structure of a temporary character such as trailer, shack, tent, garage, barn or other outbuilding shall be used, moved, or placed on any lot at any time as a residence or outbuilding. There will be an exception made for a travel trailer, fifth-wheel camper, or motor home used for a period of not more than twelve (12) months, while a permanent residence is under construction.

## **6. Fences.**

Fencing should be designed to enhance the neighborhood and must be approved by the ARC. All fences must be maintained in good condition and stained or painted in earth colors. Privacy or screen walls must not exceed six feet in height, measured from existing natural grade.

### **7. Swimming Pools and Spas.**

Any pool, spa, or ancillary equipment requires a geo-technical engineer's design and approval by the ARC.

### **8. Outdoor Storage.**

Outdoor areas housing propane tanks, trash containers, firewood, clotheslines, maintenance or service equipment such as lawnmowers, snow blowers, or overflow storage shall be screened from all adjacent properties by a wall, hedge, or fence not to exceed six (6) feet high.

### **9. Landscaping and Property Maintenance.**

All dwellings and outbuildings must have controlled vegetation within a fifty-foot (50') radius measured from every point of the structure; landscaping work must be completed within ninety (90) days from owner's possession. Extensions will be granted for weather conditions, which prevent installation of plant materials or other improvements. No extension will be granted for any period that would exceed one calendar year from the issuance of a certificate of final completion of the dwelling by the governing building authority. Areas left in their natural state and lots prior to construction must be kept free of noxious weeds, and field grass must be mowed at sufficient intervals to prevent a fire hazard.

### **10. Access Drives.**

Access drives in many cases will have a significant impact on the site, as seen from the road. Consequently, great care should be given to the planning and design of access to your home. All access drives must be approved by the ARC.

### **11. Grading, Drainage and Setbacks.**

The goal of the HOA is to preserve the natural existing topography and trees as much as possible. All grading, setbacks, and drainage must be approved by the ARC prior to commencement of construction.

No excessive excavation or fill will be permitted on any lot except where specifically allowed by the HOA due to terrain considerations. Strong efforts should be made to balance cut and fill with minimal use of retaining walls and engineered building pads.

Drainage swales or washes interrupted by site improvements or additional drainage structures created by such improvements shall be constructed or reconstructed of natural materials properly placed for positive operation of the drainage system. Structures that are artificial in appearance, such as drainage pipe, must be avoided unless buried. Special care must be taken during construction to control erosion.

### **12. Road and Entry Maintenance**

Road maintenance is covered in the Road Maintenance Agreement recorded with the property. This includes the common area in the center of the cul-de-sac and the entrance.

### **13. Remedies for Violations or Invalidations.**

The elected officials of the Homeowners Association may, upon discovering a violation of the Covenants, Conditions and Restrictions, provide a written notice of noncompliance to the Owner and if applicable, to any contractor, including a reasonable time limitation within which to correct the violation, not to exceed thirty (30) days. If the violation creates an imminent hazard to the adjacent properties, as deemed by the Homeowners' Association, the remedy must be immediate, as defined by the Homeowners' Association. If an owner and/or builder or contractor fails to comply within this time period, the officers of the Homeowners Association or its authorized agents may impose fines on the violator. Said fines shall be the primary responsibility of the owner and be secured by a lien upon such site enforceable in accordance with this Declaration.

### **14. Severability.**

If any provision of these Covenants, Conditions, and Restrictions, or any section, clause, sentence, phrase,



or word, or the application thereof in any circumstances, is held invalid, the validity of the remainder of the covenants, conditions, and restrictions or the application of the provision to other persons or circumstances is not affected thereby.

### **ARTICLE 3**

#### **AGREEMENT TO FORM A HOMEOWNERS ASSOCIATION**

We recommend the property owners form an Association for the sole purpose of the administration of maintenance and repairs to the roadway and easements and enforcing the Covenants, Conditions, and Restrictions according to the standards, terms, and conditions contained and set forth herein. The Association will not have authority until it is approved by seventy-five (75%) percent of the property owners. The Homeowners' Association, if formed, should adhere to a standard organizational table and must comply with all laws of the State of Washington governing Homeowners' Associations.

### **ARTICLE 4**

#### **ADMINISTRATION and ENFORCEMENT**

##### **1. Compliance.**

By acceptance of a deed to a lot, execution of a contract therefore, or any other means of acquisition of an ownership interest, whether or not it shall be so expressed in any such deed or other instrument, the owner covenants and agrees thereby, on behalf of himself and heirs, successors and assigns, to observe and comply with the terms and conditions of this Declaration as they now exist and hereafter are amended. Requests for exceptions to any part of this Declaration may be brought before the ARC and/or the Board for consideration.

##### **2. Right to Enforce.**

The Homeowners Association shall have the right to enforce by proceeding at law or in equity all restrictions, conditions, covenants, reservations, requirements, liens, fines, and charges now or hereafter imposed by the provisions of this Declaration.

##### **3. Disclaimer of Liability.**

The Homeowners Association shall not be liable to any person for acts and omissions done in good faith in the interpretation, administration, and enforcement of this Declaration.

##### **4. Remedies.**

Remedies provided herein are in addition to, cumulative with, and are not in lieu of other remedies provided by law.

### **ARTICLE 5**

#### **AMENDMENT**

The covenants, conditions, and restrictions of this Declaration shall run with and bind the land for a term of twenty (20) years from the date this Declaration is recorded. Beyond this time said covenants, conditions, and restrictions will be automatically extended until terminated by an instrument, which has received the signatures of at least seventy-five percent (75%) of the votes eligible to be cast. This Declaration may be amended during the initial twenty (20) year period and beyond by an instrument which has received the signatures of at least seventy-five percent (75%) of the votes eligible to be cast.

## **ARTICLE 6**

### **GENERAL PROVISIONS**

#### **1. Severability.**

Invalidation of any one of these covenants, conditions, and restrictions by judgment or court order will in no way affect or invalidate any other provision, which will remain in full force.

#### **2. Interpretation.**

The captions herein are for the convenience of use and reference only and do not define, limit, augment, or describe the scope, content, or intent of this Declaration or any parts of this Declaration.

#### **3. Applicable Law and Venue.**

Washington law shall govern This Agreement. All actions will be brought in Skamania County, Washington.

#### **4. Waiver.**

Failure of any property owner or association of property owners at any time to require performance of the provisions of this Declaration will not limit such party's right to enforce the provision. Additionally, any waiver of any breach of any provision will not constitute a waiver of any succeeding breach of that provision or a waiver of that provision itself.

## **ARTICLE 7**

### **CONSTRUCTION STANDARDS**

In order to ensure that nuisances inherent to any construction process are kept to a minimum, the following regulations will be enforced during the construction period of all improvements at River View Meadow. Any violation of these regulations by an owner's agent, representative, builder, contractor, or subcontractor will be treated as a violation by the property owner.

#### **1. Contractors/Builders.**

All builders must be approved by the Homeowners Association. The builder must demonstrate his qualifications to the HOA before building begins.

#### **2. Construction Trailers.**

Upon commencement of construction, a construction trailer or portable field office may be located on the building site within the building envelope, clear of all setbacks. The type, size, color, of any portable office must be approved by the Homeowners' Association. The field office may not be placed on-site earlier than two weeks prior to the actual onset of construction. A construction trailer may not remain on site for a period of time exceeding six months without written approval of the Homeowners' Association.

#### **3. Trash Receptacles and Debris Removal.**

Owners and builders shall clean up all trash and debris at the end of each day. All lightweight materials or packaging must be contained. Trash must be regularly and periodically removed on a timely basis to avoid overflow of refuse. Disposal shall be at a suitable off-site facility. Owners and builders are prohibited from dumping or burying trash anywhere on the site or elsewhere in River View Meadow. Heavy debris such as roofing material, wood scrap, and the like, must be removed from the site immediately upon completion of the work of each trade that has generated the debris. All concrete washouts, from both trucks and mixers, must occur within the building envelope of the lot in a location where it will ultimately be concealed by structure or covered by backfill. Washout in road rights-of-way, setbacks, or on adjacent properties is strictly prohibited. During the construction period, each construction site shall be kept neat and shall be properly policed to prevent it from becoming a public eyesore or detriment to other units or



properties. Any clean-up costs incurred by the Homeowners' Association in enforcing these requirements shall be payable by the owner and/or general contractor.

#### **4. Sanitary Facilities.**

Each owner or builder shall be responsible for providing adequate sanitary facilities for construction workers. Portable toilets must be located within the building envelope, clear of all setbacks.

#### **5. Construction Access.**

The approved access drive will be the only construction access to any lot. At all times delivery and construction vehicles must be on graveled surfaces.

#### **6. Vehicles and Parking Areas.**

Construction crews may not park on, or otherwise use, undeveloped portions of lots or properties. All vehicles shall be parked within the building envelope. During very busy construction periods involving multiple trades such that all construction vehicles cannot be confined to the site proper, the overflow vehicles may be temporarily parked along the shoulder of the roadway. During these limited occurrences, vehicles must be off of the surface of the roadway or cul-de-sac to allow continual unconstrained access by normal traffic and emergency vehicles, including fire trucks. Vehicles may not be parked on neighboring lots, in nearby driveways, or an open space. Changing oil or other maintenance on any site is prohibited.

#### **7. Dust and Noise Control.**

The contractor shall minimize dust and noise from the construction site, including the removal of dirt and mud from public or private roads that is the result of construction activity on the site. The playing of radios or use of other audio equipment by construction crews during the improvement of any lot at River View Meadow is restricted so as not to disturb any adjoining unit, tract, or common area property.

#### **8. Material Deliveries.**

All building materials, equipment, and machinery required to construct a residence on any lot at River View Meadow must be delivered to and remain within the building envelope of each lot, clear of all setbacks. This includes all building materials, earth-moving equipment, trailers, generators, mixers, cranes, and any other equipment or machinery that will remain at River View Meadow overnight. Material delivery vehicles may not drive across adjacent lots or tracts to access a construction site.

#### **9. Alcohol and Controlled Substances.**

The consumption of alcohol or controlled substances on any construction site or common area within River View Meadow is prohibited.

#### **10. Fires and Flammable Materials.**

Careless disposition of cigarettes and other flammable materials, as well as the build-up of potentially flammable materials constituting a fire hazard, is prohibited. At least 20-pound ABC-Rated Dry Chemical Fire Extinguishers shall be present and available in a conspicuous place on the construction site at all times.

#### **11. Pets.**

No pets may be brought onto the property by any construction crew.

#### **12. Restoration of Property.**

Upon completion of construction, each Owner and builder shall clean his construction site and repair all property which has been damaged, including but not limited to, restoring grades and planting shrubs and/or trees and repair of streets, driveways, pathways, drains, culverts, ditches, signs, lighting, and fencing. In addition, the Owner and general contractor (builder) shall be held financially responsible for any damage repair, site restoration/revegetation and refuse removal required on any and all adjacent properties as a result of trespass or negligence by them, their employees, or sub-contracted agents. This will include removing mud from the road and restoring gravel to original condition.

**13. Construction Signage.**

Small signs identifying the general contractor, sub-contractors, tradesmen, or suppliers should be minimized. Identification of licensed tradesmen, when required by state or county statutes shall be confined to the posting location of the building permit. Attachment of signs or similar material to trees is strictly prohibited.

**14. Daily Operations.**

Construction activity which generates excessive noise, such as hammering, sawing, excavation work, concrete delivery, etc., must be confined to the hours of 7:00 a.m. to 7:00 p.m., Monday through Friday, and 8:00 a.m. to 7:00 p.m. on Saturday. Noisy activity should be curtailed on Sunday of each week.

**15. Site Visitations.**

Due to the inherent danger associated with an active construction site, visitors to any site should be limited to those persons with official business relating to the construction activity, such as construction workers and tradesmen, building officials, design review observers, sales personnel, and the owner. Construction personnel should not invite or bring family members or friends, especially children to the job site.

**16. Licensing and Insurance.**

A valid Washington State contractor's license and a certificate of insurance naming the lot owner as a certificate holder are required before construction can begin. The builder will comply with all applicable state and county regulations. The owner/builder shall carry insurance to continue construction or restore the property to its original condition in the event the property is damaged.

Clear View Lot # and Legal Description	For	Against	Name	Signature
<b>1</b> Lot 1 River SP	X		Dan & Debra Mitchell	Debra Mitchell
<b>2</b> Lot 1 View SP	X		Kevin & Helen Sudbeck	J. Lannen Proxy
<b>3</b> Lot 2 View SP	X		Tom & Sofia Lannen	J. Lannen
<b>4</b> Lot 1 Meadow SP	X		Mike & Jean Polansky	Mausty
<b>5</b> Lot 2 Meadow SP			Larry and Kim Ostler	
<b>6</b> Lot 2 River SP			James Benjamin (for Greg Helmes LLC)	
<b>7</b> Lot 3 River SP	X		Brett & Teresa Johnson	Teresa Johnson
<b>8</b> Lot 3 View SP	X		Joy (N. K) Meng	J. Lannen
<b>9</b> Lot 4 View SP	X		Stephen Weiss Linda Miller	Stephen Weiss
<b>10</b> Lot 3 Meadow SP	X		Ginger & Stephen Townsend	J. Lannen
<b>11</b> Lot 4 Meadow SP	X		Carol Preban	Carol Preban

The vote constitutes 82 percent of the property owners. The measure is passed

Minutes of the Meeting of Riverview Meadows HOA  
September 20, 2007  
Convened at Mike and Jean Polansky's home

Attendees:

Steve Weisse  
Carol Preban  
Teresa Johnson  
Jean & Mike Polansky  
Tom & Sofia Lannen  
Dan & Deb Mitchell

Dan convened the meeting at 7:15 p.m.

As the first order of business, Steve moved and Sofia seconded that we accept the bylaws. We discussed changes and one sentence was amended to address the timeliness of action needed in case of a hazardous situation. The change was unanimously approved and the bylaws were approved as amended. All present signed. Signatures were recorded for two property owners who voted by proxy (Sudbecks and Townsends).

Next Tom moved and Steve seconded that we approve the CC&Rs. We discussed various changes after which we voted unanimously to accept the CC&Rs. Signatures were recorded as before.

Old business items included:

1. road maintenance – there was no updated information. Tom volunteered to talk to the person having a road grader at Angel Heights to see what they would charge us to grade the entrance to Clear View Lane. Steve moved and Jean seconded that Tom proceed. It was unanimously agreed upon.
2. incorporation of the HOA – Steve will research costs of incorporation and insurance. Steve moved and Sofia seconded that Dan be empowered to effect incorporation with costs not to exceed \$150. It unanimously passed.

At 8:15, Steve moved and Sofia seconded that we adjourn the meeting. The vote was unanimous to adjourn.

FAX 866-841-3784

**RIVER VIEW MEADOWS HOMEOWNERS' ASSOCIATION****PROXY**

I hereby attest that I am the owner of the stated parcel, whose lot number appears below, and that I hereby appoint the following person, who is a property owner in River View Meadows, to vote on my behalf at the meeting of the River View Meadows Homeowners' Association, September 21, 2007 at 7 pm. I understand that if I appear in person at said meeting, this proxy is rendered invalid. I also understand this proxy to be non-transferrable.

I hereby appoint Tom and/or Sofia Lannen as my representative to vote in my absence for me.

Signed: Hell. Sudbeck Date: 9/21/07

Print Name: Helen A. Sudbeck

RVM Lot number 2

(Please mail or deliver the original to Carol Preban, P.O. Box 891, Stevenson, WA, 98648)

**Tom Lannen**

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**From:** joyuak@comcast.net  
**Sent:** Friday, June 08, 2007 12:37 AM  
**To:** Tom Lannen  
**Subject:** Re: Homeowners Meeting and Misc. Items

Hi Tom,

I am Meng Koh, I am sorry that I am not able to attend the meeting tomorrow. I truly appreciated the updates on the latest issue and event. Due to my work and family schedule, I would like to ask you to represent my vote and I support all matters with the best intended interest for all lots owner.

Thank you  
 Meng Koh a.k.a. Joyce

----- Original message -----

From: "Tom Lannen" <bilt2last@earthlink.net>

Just a few thoughts about the meeting and other events in the neighborhood.

At the next meeting I believe that Larry will have info on dust control for the road, Steve will have info on insurance for officers and board members of the association, and the committee will have CC&R recommendations and revisions to the bylaws for review and/or approval..

We hope to have the committee's work emailed to everyone before the meeting so you can comment if you wish.

Several of us received letters from the county regarding the short plating of lot #6. If you have any comments you need to get them to the county. I will be writing a letter tomorrow, let me know if any of you would like me to copy you on it. I have also spoken with Jerry Werner, who owns the house below the Johnson's and is greatly impacted. His property had a slide back in 1979, which caused damage to his building. (It's interesting, I don't recall seeing anything in the "Braun" geo-tech report that the developer had done....convenient, or poor memory??? And this slide was before the Stewart road slide, which the report did address). He is very concerned about this development.

We should also discuss the possibility of the association sending a letter to the county.

Thoughts and comments invited.

Regards,  
 Tom

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## Tom Lannen

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**From:** Ginger Townsend  
[gingertownsend@hotmail.com]  
**Sent:** Friday, September 21, 2007 4:09 PM  
**To:** bilt2last@earthlink.net  
**Cc:** preban@earthlink.net;  
sweiss@netwrks.com; steve@weiss-  
miller.com

Tom and Sofia I am asking you to Proxy for myself and Steve. We need to be at Shahala tonite. and I have a check for Carol Preban which I'll bring by to her on Sunday. Is there more that I should know? We are planning to hire Tom Owens as our Arch/Designer and will start submitting a preliminary plan to our group next Spring. ( hopefully) We expect to go thru multiple drafts until we get a working plan. Our lot is a visible one. We hope to build on grade at a lower elevation than the log home, and that is about all I know now. If you are not going I hope Steve and Linda Weiss will grozy for us. thank you, Ginger Townsend