

After Recording, Return to:

Bradley Andersen
Schwabe, Williamson & Wyatt
700 Washington Street, Suite 701
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**DECLARATION OF EASEMENTS, COVENANTS, CONDITIONS
AND RESTRICTIONS FOR CHINIDERE SUBDIVISION**

Grantors: Chinidere, LLC, a Washington limited liability company
and Regal- A Land Acquisition & Development, LLC, a
Washington limited liability company
Grantee: Chinidere, LLC, a Washington limited liability company
Abbreviated Legal Description: Lots 1 and 2 of FELIZ SHORT PLAT
Assessor's Tax Parcel ID#: 03753630050000-2 and 03753630120000-~~1A~~
Reference Nos. of Documents Released or Assigned: N/A

THIS DECLARATION is made this 16th day of SEPT., 2008 by Chinidere, LLC, a
Washington limited liability company ("Chinidere") and Regal- A Land Acquisition &
Development, LLC, a Washington limited liability company ("Regal") (individually a
"Declarant" or together the "Declarants").

WHEREAS, Chinidere and Regal each own parcels of real property located in Skamania
County, Washington together known as the Chinidere Mountain Estates Subdivision (the
"Property"), which property is more particularly described in Exhibit "A" attached hereto and
incorporated herein by this reference.

WHEREAS, prior to June 4, 2008, Chinidere owned all of the Property. On September
21, 2006, Chinidere received final approval from the City of Stevenson to subdivide the Property
into the Chinidere Mountain Estates Subdivision. A copy of the Subdivision map is attached
hereto, marked as Exhibit "B" and incorporated herein by this reference.

WHEREAS, on June 4, 2008, Chinidere recorded a short plat in Skamania County under
auditor's file number ~~200817008~~ (known as the "Feliz Short Plat") dividing the Property into
two legal lots. 2008170088

WHEREAS, Chinidere conveyed Lot 1 of the Feliz Short Plat to Regal on June 4, 2008.
Chinidere now owns the real property more particularly described in Exhibit "C" attached hereto
and incorporated herein by this reference. Regal owns the real property more particularly

described in Exhibit "D" attached hereto and incorporated herein by this reference. Declarants now desire to subject the Property described in such plat to the easements, covenants, conditions and restrictions (the "Covenants") set forth herein for the benefit of such Property, and its present and subsequent owners.

NOW, THEREFORE, Declarants hereby declare that the Property above described shall be held, used, occupied, sold and conveyed subject to the following Covenants which are for the purpose of protecting the value and desirability of this Property and which shall run with the real property and be binding on all parties having any right, title or interest in the described Property, or any part thereof, their heirs, successors, and assigns and shall inure to the benefit of each owner thereof. The Covenants shall be imposed upon and pass to the successor in interest of any portion of the Property and the Lots therein as a servitude in favor of and enforceable by the owner of any other Lot, the Association and the Declarants.

ARTICLE I DEFINITIONS

1.1 "Association" shall mean and refer to Chinidere Homeowners' Association ("HOA"), a Washington nonprofit corporation formed in accordance with this Declaration, its successors and assigns.

1.2 "Architectural Committee" shall mean the Committee appointed pursuant to Article IV hereof.

1.3 "Board" or "Board of Directors" shall mean the Board of Directors of the Association.

1.4 "Common Areas" shall mean the tracts designated as such in this Declaration or described on the Plat, including any Improvements thereon, as well as the private roads and walkways as designated on the Plat, together with that landscaped area lying outside of the fence surrounding Storm Tract A as depicted on the Plat Map.

1.5 "Declarants" shall mean and refer to Chinidere LLC and Regal- A Land Acquisition & Development LLC, and their successors and assigns, provided such successor or assign shall own some portion of the Property and are a party to a written assignment of Declarant's rights herein. Chinidere and Regal shall each be a Declarant. Each Declarant shall only be responsible for the rights and responsibilities under this Declaration with respect to those portions of the Property owned by that Declarant.

1.6 "Declaration" shall mean all of the easements, covenants, restrictions and conditions set forth herein, together with any rules or regulations promulgated hereunder, as the same may be amended or supplemented from time to time in accordance with the provisions hereof.

1.7 “Improvement” shall mean every structure or improvement of any kind, including but not limited to a fence, wall, driveway, storage shelter or other product of construction efforts on or in respect to the Property.

1.8 “Lot” shall mean and refer to one or more of the platted parcels comprising the Property but shall not include any lot or tract that is designated for use as Common Area.

1.9 “Occupant” shall mean and refer to the occupant of a Residence who shall be the Owner, a lessee or any other person authorized by the Owner to occupy the premises.

1.10 “Owner” shall mean and refer to the owner of record, whether one (1) or more persons or entities, of the fee simple title to any Lot or to a purchaser in possession under a land sale contract. The foregoing does not include persons or entities that hold an interest in any Lot merely as security for the performance of an obligation. However, as to any one Lot, Residence, or other divisible or separately held portion of the Property which shall be held by more than one legal entity or natural individual, such persons shall be deemed to act in concert and shall constitute one Owner.

1.11 “Plat” shall mean and refer to the plat for the Property, which has been recorded in Skamania County and which depicts the Lots and Common Area.

1.12 “Property” shall mean and refer to the certain real property described above in Exhibits “A” and “D” and all Improvements and structures thereon.

1.13 “Residence” shall mean and refer to any portion of a structure situated on a Lot, which portion is designed and intended for use and occupancy as a residence by a single family or household, together with attached or detached garage, as the case may be, and the patios, porches, or steps annexed thereto, and shall also include any accessory unit.

1.14 “Rules and Regulations” shall mean and refer to the documents containing rules, regulations and policies adopted by the Declarants, Board or the Architectural Committee.

1.15 “Storm Water Facilities” shall mean and refer to those facilities described in the September 21, 2006 City of Stevenson Preliminary Plat Approval.

ARTICLE II **THE PROPERTY**

The name by which the community is to be identified is “Chinidere Mountain Estates Subdivision”.

2.1 Initial Development. Declarants hereby declare that all of the real property described below, also known as the Chinidere Mountain Estates Subdivision, is owned and shall be owned, conveyed, hypothecated, encumbered, used, occupied and improved subject to this Declaration:

All that certain real property located within Lot 1 and Lot 2 of the Feliz Short Plat, Skamania County, Washington, recorded on June 4, 2008 under auditor's file number 200817008.

2.2 Annexation of Additional Property. Declarants may from time to time and in their sole discretion annex to this Declaration any adjacent real property now or hereafter acquired by them, and may also from time to time and in their sole discretion permit other holders of adjacent real property to annex the adjacent real property owned by them to this Declaration.

ARTICLE III **COMMON AREAS AND STORM WATER FACILITIES**

3.1 Designation of Stormwater Facilities. The Storm Water Facilities may be dedicated to the City of Stevenson upon completion subject to a Level 1 Environmental Hazard Assessment; however, the Association shall be responsible for assessing the Owners a proportionate share of the city's cost for maintenances and operation of the Storm Water Facilities as set forth in Article IX below.

3.2 Title to Storm Water Facilities. If the Declarants dedicate the Storm Water Facilities to the City of Stevenson, the Association shall have no further responsibility or obligation to maintain, repair or administer the Storm Water Facilities, except as otherwise provided herein.

3.3 Use of Storm Water Facilities. The Storm Water Facilities shall be used for storm water drainage purposes. No private use may be made of the Storm Water Facilities. The Board of Directors of the Association shall have authority to abate any trespass or encroachment upon the Storm Water Facilities at any time, by any reasonable means and with or without having to bring legal proceedings.

3.4 Sub Drains. Each lot owner shall be responsible for any sub drains located on their respective properties.

3.5 Designation of Common Areas. The private trails and areas depicted on Exhibit B as "Open Space" or "Oak Preservation Area" shall be the Common Areas.

3.6 Title to Common Areas. Declarants shall convey the Common Areas to the Association not later than upon termination of the Class B membership. Once the Common Areas are conveyed to the Association, the Association shall have the responsibility and obligation to maintain, repair and administer the Common Areas in full compliance with applicable laws, rules and regulations.

3.7 Use of Common Areas. Every Owner shall have a non-exclusive right and easement of use and enjoyment in and to the Common Area, which shall be appurtenant to and shall pass with the title to every Lot. The Common Areas shall be used for access to the Lots and for use by the Owners of the Lots. No private use may be made of the Common Areas. The

Board of Directors of the Association shall have authority to abate any trespass or encroachment upon the Common Areas at any time, by any reasonable means and with or without having to bring legal proceedings.

ARTICLE IV **ARCHITECTURAL COMMITTEE**

4.1 **Architectural Committee.** The Architectural Committee shall have the authority and duty to regulate the external design, appearance, location and maintenance of any and all improvements on the lots and any landscaping thereon in accordance with provisions of this Declaration. No Improvements shall be commenced, erected, or maintained upon the property nor shall any exterior addition to, or change or alteration therein, be made until the plans and specifications have been submitted and approved to and approved in writing by the Architectural Committee pursuant to the procedures outlined in this Declaration.

The Architectural Committee will not consider or assume responsibility for structural integrity, safety, mechanical operation, or building code compliance of the proposed improvements or structures of the general land use requirements and building codes established by the City of Stevenson, Washington and other agencies.

4.2 **Plan Submittal Procedure.** All proposals for erection, alteration or remodel of any Residence or Improvement on any Lot must be submitted to the Architectural Committee in the form of a complete application at least 30 days prior to the start of the proposed action. A complete application shall mean submission by the Owner with two copies of finished working drawings and specifications complying with the provisions outlined in this document. Any alteration or remodel that only affects the interior of the home shall not require Committee approval.

Plans must be drawn to scale and consist of: exterior elevation (minimum scale of 1/8" = 1' 0" for main elevation and 1/8" = 1' 0" for other elevations); plot plan including property lines, easements, structures, driveways, accessory structures and trees to be removed. Mechanical equipment, trash receptacles, fences, proposed grading, and any other improvements proposed on the site shall be (Minimum scale 1/8" = 1' 0") and floor plans indicating square footage of structure (minimum scale 1/8" = 1' 0").

The Architectural Committee shall approve or disapprove the proposal after receipt of a complete application and return one copy of the drawings and specifications marked to indicate approval. If disapproved, the application shall be marked and otherwise noted with the cause of such disapproval.

It shall be the Owner's responsibility to apply for and pay all fees for permits and inspections required by the governing authorities and agencies.

4.3 **Completion.** Approved projects must be completed within eight (8) months after commencement of construction. Failure to complete work within the six (6) months may cause

the approval to be revoked and a resubmittal will be required. Upon application by the Owner for an extension of time, the Committee may grant an extension.

4.4 Liability. Neither the Architectural Committee, nor any member thereof, shall be liable to any Owner, Occupant, builder or developer for any damage and loss or prejudice suffered or claimed on account of any action or failure to act by the Architectural Committee or a member thereof, provided that the member has in accordance with actual knowledge possessed by him or her, has acted in good faith.

4.5 Architectural Committee Decision. The Architectural Committee may, at its sole discretion, withhold consent to any proposed work if the Architectural Committee finds that the proposed work would be inappropriate for the particular lot or incompatible with the design standards that the Declarants intend for the subdivision. Considerations such as settings, shape, size, color, design, height, impairment of view from other lots, within the subdivision or other factors which the Architectural Committee reasonably believes to be relevant, may be taken into account by the Architectural Committee in determining whether or not to consent to any proposed work.

4.6 Inspection. Upon completion of any improvement, the property Owner shall notify the Architectural Committee in writing. The Architectural Committee shall have thirty (30) days in which to inspect and examine the improvement for compliance with architectural and site plans as approved by the Architectural Committee. Should the Architectural Committee fail to act within such thirty (30) days, the improvement shall be deemed to conform and have been approved. In the event the improvement does not comply, the Architectural Committee shall give the Owner written notice of same and shall require compliance or removal of the improvement within thirty (30) days.

4.7 Membership – Appointment and Removal. The Architectural Committee shall consist of as many persons as the Declarants or the Association may from time to time appoint. The Declarants or the Association shall keep on file at its principal office a list of names and addresses of Committee members. A member of the Architectural Committee shall not be entitled to any compensation for services performed pursuant to these Covenants.

4.8 Action. The Architectural Committee shall give five (5) days written notice to all of the Committee members and the Proponent before holding a meeting to consider any Proposal. Except as otherwise provided herein, the Architectural Committee shall act upon the majority vote of the Committee members available at that meeting to consider a proposal without the necessity of consulting the remaining members of the Architectural Committee. The Architectural Committee may render its decisions only by written instrument setting forth the action taken by the members consenting thereto. The Architectural Committee may designate one member to act on the Committee's behalf to review any Proposal.

4.9 Non-Waiver. Consent by the Architectural Committee to any matter proposed to it within its jurisdiction under these covenants shall not be deemed to constitute a precedent or

waiver impairing its right to withhold approval as to any similar matter thereafter proposed or submitted to it for consent.

ARTICLE V

USE RESTRICTIONS AND OBLIGATIONS

5.1 **Property Use.** All Lots within the Subdivision shall be for single-family residential use. A maximum of one Residence can be constructed on each Lot except lots designated as multi-family. A maximum of four multi-family structures may be constructed within the Subdivision. No commercial activities of any kind shall be carried on in any portion of the property except activities relating to the sale of lots or the sale or rental of Residences nor shall any goods, equipment, vehicles, materials, or supplies used in connection with any trade, service, or business be kept or stored on any such lot. This provision, however, shall not be construed so as to prevent or prohibit any owner from maintaining his professional personal library, keeping his personal business or professional records or accounts, handling his personal business or professional telephone calls, or conferring with business or professional associates in his Residence.

5.2 **Offensive or Unlawful Activities.** No noxious or offensive activities shall be carried on upon any Lot or Common Area, nor shall anything be done or placed on any Lot or Common Area which interferes with or jeopardizes the enjoyment of other Lots or the Common Areas, or which is a source of annoyance to residents. No unlawful use shall be made of a Lot nor any part thereof, and all valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction thereof shall be observed.

5.3 **Animals.** Other than household pets, no animals shall be raised, kept, or permitted within the Property. No animals of any kind shall be kept, bred or raised for commercial purposes. All pets shall be confined to the owner's Residence or lot and shall not be permitted to run free or otherwise to be or to become a nuisance or source of annoyance to the other Owners or Occupants. All owners of pets will abide by municipal sanitary regulations, and leash laws as regulated by the municipal authorities.

5.4 **Maintenance of Structures and Grounds.** Each Owner shall maintain his Lot and Improvements thereon in a clean and attractive condition, in good repair and in such fashion as not to create a fire hazard. Such maintenance shall include, without limitation, painting, repair, replacement and care for roofs, gutters, downspouts, exterior building surfaces, walks and other exterior improvements and glass surfaces. All repainting or restaining and exterior remodeling shall be subject to prior review and approval by the Architectural Committee. In addition, each Owner shall keep all shrubs, trees, grass and plantings of every kind on his Lot neatly trimmed, properly cultivated and free of trash, weeds and other unsightly material.

5.5 **Vehicles.** No trucks (except pickups 1 ton weight or less), house trailers, motor home, camper, boat, motorcycles, motor scooters, or trailer of any type shall be stored or parked on any lot or street other than temporarily (in no case in excess of 24 hours) and then solely for the purpose of loading or unloading or a service call; provided, however, that each vehicle may

be kept within an owner's enclosed garage or is screened from neighbors. No vehicles of any kind shall be parked on any portion of the property while such vehicles are in the state of disrepair or while being repaired.

5.6 Signs. No signs shall be erected or displayed on any lot or Residence other than one sign no larger than six inches by twenty four inches displaying the name and/or address of the Occupant, or one temporary sign no larger than eighteen inches by twenty four inches advertising the lot or Residence for sale or rent, which shall be removed upon the sale or rental of the lot or Residence. The foregoing restrictions shall not be deemed to prohibit the display of the flag of the United States by an Owner or occupant of a Lot if the flag is displayed in a manner consistent with federal flag display law, 4 U.S.C. § 1 *et seq.*, and RCW 64.38.055. The Board may adopt reasonable rules and regulations consistent with federal flag display law regarding the placement and manner of display of such flag and the location and size of the flagpole.

5.7 Trash Collection & Storage. All trash and garbage shall be deposited in closed containers to be picked up by the sanitary service crew with whom the owner contracts. Trash containers shall be reasonably screened from view from the street and/or neighbors on all sides.

5.8 Antennas and Dishes. There shall be no exposed or exterior radio or television transmission or receiving antennas erected, placed, or maintained on any structure or land in the subdivision except compact dish designs under 18" in diameter.

5.9 Vacant Lots. All vacant lots and lots with partially constructed improvements shall be kept clear of any construction debris and weeds and grass shall be kept mowed and not allowed to grow to a height of more than six (6) inches. Erosion control is the responsibility of the builder and/or Lot Owner during construction.

5.10 Course of Construction. Construction work shall be permitted only between the hours of 7 a.m. and 7 p.m., Monday through Saturday. On Sundays, only interior work shall be permitted between the hours of 7 a.m. and 6 p.m. The site shall be kept reasonably clean and in workmanlike order, free of litter and debris, with a garbage can or other garbage disposal facility on site during such period. Construction sites shall be cleaned at least once every seven (7) days. All building materials shall be kept completely on the construction site. The Owner or builder shall be responsible for the actions of their workers, including subcontractors, in connection with construction work on the Lot.

5.11 Completion of Construction. The construction of any building on any Lot, including painting and all exterior finish, shall be completed within eight (8) months from the beginning of construction so as to present a finished appearance when viewed from any angle. In the event of undue hardship due to weather conditions, this provision may be extended for a reasonable length of time upon written approval from the Architectural Committee.

5.12 Yard Ornamentation. All ornamentation in yards, such as figurines, plastic flowers, colored lights, windmills, bird baths or feeders, shall either be screened from the public

or neighboring view or approved by the Architectural Committee. This section shall not apply to seasonal holiday decorations which are promptly removed after the holiday or to the display of the flag of the United States of America on National holidays. The foregoing restrictions shall not be deemed to prohibit the display of the flag of the United States by an Owner or occupant of a Lot if the flag is displayed in a manner consistent with federal flag display law, 4 U.S.C. § 1 *et seq.*, and RCW 64.38.055. The Board may adopt reasonable rules and regulations consistent with federal flag display law regarding the placement and manner of display of such flag and the location and size of the flagpole.

5.13 Owner's Obligation. The Owner of a Lot will be responsible for any necessary grading, drainage, or retaining walls: The Declarants shall not be responsible for any of the cost thereof. Each owner shall maintain the exterior appearance of his Residence and Lot in an attractive manner. The owner of a Lot will be responsible for keeping roadways and adjoining Lots clean and free of debris (and roadways free of mud) arising from construction activities or maintenance of their lot.

5.14 Clotheslines. All clotheslines shall be screened from public or neighboring view.

5.15 Preservation of Common Areas. No person shall remove or otherwise alter any plant or tree or any other aspect or characteristic of any Common Area nor construct anything thereon without the written consent of the Board.

5.16 Conservation Easement. Certain lots within the Chinidere Subdivision are subject to a Conservation Easement to prevent development within 50 feet of the middle point of any streams within the subdivision. This Conservation Easement was granted to Columbia Riverkeeper on November 27, 2008 and was recorded with Skamania County in Book File #, Page 2008171673. No person shall violate the terms of this Conservation Easement.

5.17 No Subdivision of Partition. No platted Lot within the Property may be further subdivided or partitioned so as to create more than one parcel.

5.18 Association Rules and Regulations. In addition, the Association from time to time may adopt, modify or revoke such rules and regulations governing the conduct of persons and the operation and use of Lots and the Common Area as it may deem necessary or appropriate in order to assure the peaceful and orderly use and enjoyment of the Property. A copy of the rules and regulations, upon adoption, and a copy of each amendment, modification or revocation thereof, shall be delivered by the Association Board of Directors promptly to each Owner and shall be binding upon all Lots and all Owners and Occupants of all Lots upon the date of adoption. The method of adoption of such rules shall be as provided in the Bylaws of the Association.

ARTICLE VI DESIGN GUIDELINES

6.1 Building Size. Design consideration shall be given to maintain compatibility to the natural setting without dominating the surrounding Residences and area. Residences shall be limited to 35 feet. Heights shall be measured from existing average grade on the highest side of the structure to the highest point on the house, including the roof's ridge line. Height limitations may vary in different areas dependent upon the potential impact an individual structure might have on neighbors' views. The committee shall determine appropriateness of any lot specific exceptions sought. The Owners of Lots 79, 80, 81, 83 and 84 need to be aware of the restrictions imposed by a certain View Easement that was granted to Avis Dunas and recorded with Skamania County on 18th day of December, 2008 under Auditor's Number 2003171705.

6.2 Building Sites. All structures shall at a minimum be constructed within the setback requirements set by the City of Stevenson or within such additional setbacks as may be imposed by the Architectural Committee. Lots 79, 80, 81, 83, and 84 are subject to setback restrictions as set forth in the above referenced View Easement.

6.3 Repetition of Residence Design. The exterior design of a residential floor plan cannot be repeated any more than four (4) times in any one Phase of the subdivision, and cannot be repeated within six (6) adjacent Lots (excluding street). A residential floor plan can be used more than four (4) times within a development Phase if the exterior design is substantially changed. Such substantial change shall include, but does not need to be limited to: roof configuration, siding, window location, window sizes, garage door and front entrance.

6.4 Drainage. Drainage should comply with those conditions of the plat as required by the City of Stevenson. Surface water is to be dealt with within each lot as much as possible as not to create a problem for neighboring lots.

6.5 Exterior Materials. All roofing materials and exterior materials shall be in dark earth tones or dark natural colors designed to blend in with the natural colors and environment or the Property, shall be of low or no reflectivity, and shall be of colors, textures and materials which shall not noticeably contrast with the landscape setting. The color combination for the body and trim of a Residence may not be repeated by any other adjacent Residence.

6.6 Roofs. Roofing materials must be of concrete tile, non-reflective finish metal, or a minimum (30) thirty year manufacturer warranted architectural asphalt composition. All the roof colors must be of moderate hue and be non reflective as approved by the Architectural Committee. Vent caps must be non-reflective. An approved list of materials conforming with these conditions, shall be made available by the Architectural Committee. Fire retardant materials will be encouraged.

6.7 Garages. Each single family detached Residence shall include a garage designed to enclose 2-3 vehicles; the structure shall interrelate to others on the Lot in respect to character,

material, and finishes: carports will not be permitted and unattached garages will be permitted on their merit by the Architectural Committee. Garage doors shall not be situated in the front most section of the dwelling nor be the most prominent feature seen from the street.

6.8 Fences. Fences should blend in with the natural setting and not impede a neighbor's view of the river. Therefore, black vinyl-coated cyclone fences which are partially screened by plantings shall be allowed as well as wooden and masonry fences provided they do not impede a neighbor's view of the river. Fence heights shall not exceed six (6) feet and must maintain the aesthetic quality of the community. Any wood fencing shall be stained or painted in muted tones approved by the Architectural Committee. All fences must be constructed and maintained to withstand all weather conditions, including high winds.

6.9 Decks. All porch and deck additions, if approved, shall have an appearance consistent with the exterior of the Residence. If the posts and supports of decks are more than twelve (12) inches off the ground, they must be screened from view with materials compatible with either deck or landscaping. All covers for decks and patios must be of complimentary design and be constructed of the same materials as the Residence. Designs incorporating solid roofing must have a minimum pitch of six in twelve (6/12).

6.10 Exterior Materials. Exterior siding of all structures must be cedar, redwood, Hardie Plank, or other cementitious products, or other approved wood in a tongue and groove, lap siding, or board and batten pattern or of masonry facing. Other siding materials will be judged on their merit after review of samples and building design. Side and rear elevations shall be of the same or comparable materials as the front elevation.

6.11 Service Areas. Storage or accessory buildings (such as dog houses, tool sheds, firewood, garbage, barbecue type buildings or enclosures), non portable or affixed outdoor furniture such as swings, backstops, picnic tables, barbecues, must be reasonably screened from public and neighboring view. Storage or accessory structures shall be constructed of the same materials and be of the same design as the Residence. Above ground pools are prohibited.

6.12 Landscaping Requirements.

6.12.1 The front yard landscaping of each lot and the side yard landscaping of each corner Lot must be completed within three (3) months from the date of completion of the Residence constructed thereon or prior to occupancy, whichever event shall first occur. In the event of undue hardship due to weather conditions or construction scheduling conflicts, this provision may be extended upon written request to the Architectural Committee. All rear yard areas must be completed within six (6) months from the date of occupancy of the Residence.

6.12.2 All yard areas shall be planted **only** with native plants, including shrubs, ground cover, conifer trees, deciduous shrubs and trees in lawn areas. All other yard areas shall, at a minimum be covered with bark mulch or similar material. Lists of Native plants will be available from the Architectural Committee.

6.12.3 Mounding of planting beds and lawn areas will be permitted if graded so as to blend with adjacent property or landscaping. Special care shall be taken to insure proper surface drainage to eliminate casual water pockets, so as not to infringe on neighboring property.

6.12.4 To reduce potential impacts of fertilizers and other landscape care chemicals which may eventually flow into the Columbia River, lot owners shall abide by recognized "Best Management Practices" which shall be periodically updated and made available from the Architectural Committee.

6.12.5 Best Management Practices shall be utilized for cultivated areas of lawn and shall allow coverage of no more than 15% of a lot. However, if multiple lots are combined for use as a single residential parcel, then the percentage of gross lot area covered by cultivated lawn may be increased to 25% of the gross area of two combined lots and up to 40% of gross area for three or more combined lots.

6.12.6 To protect the designated natural open spaces, no development including landscaping shall occur within 50 feet of the middle point of any of the streams, except that which is identified in the Oregon White Oak Habitat Management Plan attached as Exhibit "E". Owners are required to give these requirements to their landscape designer, architect and/or contractor prior to implementation of the work to facilitate and insure compliance and that it is landscaped in a manner that is compatible with the overall landscaping policy as noted herein and the Oregon White Oak Habitat Management Plan attached hereto.

6.12.7 Each owner shall maintain the landscaping and yard areas in an attractive appearance and free from insects and diseases; each Owner shall provide for the timely replacement of lost plant life and bark dust, and trimming and pruning of plant material to prevent an overgrown look. Hedges must be kept trimmed and not exceed six (6) feet in height.

6.13 Mailboxes. Mailboxes shall be provided in group locations according to postal regulations.

6.14 Builders. No dwelling on lot shall be constructed except by a builder licensed as a general building contractor by the State of Washington, who performs his services under a general contractor's bond as required by the State. No unlicensed or unbonded person shall be responsible for the actual construction of a dwelling, and it shall not be an exception to the licensed, bonded, builder requirement that the Owner is doing the work or is responsible for the construction of the dwelling.

6.15 Climate Control. Placement of heat pump and condenser units shall provide visual screening and noise attenuation to the neighboring Residences and public areas. Use of solar heating systems is acceptable providing that the panels or collectors are integrated into the structure with regard to the overall appearance and design. Window mounted and through the wall/roof mounted mechanical units are not allowed.

6.16 House Numbers. House numbers are to be attached to the outside of dwelling unit fully visible from the street.

6.17 Exterior Lighting. Type and placement of exterior lighting devices must be approved by the Architectural Committee. The concern is to eliminate glare and annoyance to adjacent property Owners and passersby.

6.18 Tree Removal. No trees of four (4) inches in diameter or more shall be removed from a lot without prior written approval of the Architectural Committee.

6.19 Windows. Windows shall be of design, size, and color complementary to the exterior of the Residence and not be highly reflective. Window frames of mill finish aluminum will not be allowed.

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

6.21 Utility Easements. Notwithstanding anything expressed or implied to the contrary on the Plat, the Bylaws, or herein, this Declaration shall be subject to all easements granted by Declarants for the installation and maintenance of utilities and drainage facilities necessary for the development of the subdivision. No structure, planting or other material that may damage or interfere with the installation or maintenance of utilities, that may change the direction of flow of drainage channels in the easement areas, or that may obstruct or retard the flow of water through drainage channels in the easement areas shall be placed or permitted to remain within any easement area. The easement area of each Lot and all improvements thereon shall be maintained continuously by the Owner of the Lot, except for those improvements for which a public authority, a utility company or the Association is responsible.

ARTICLE VII DECLARANTS' RIGHTS

7.1 General. Declarants are undertaking the work of developing Lots and other improvements within the Property. The completion of the development work and the marketing and sale of the Lots is essential to the establishment and welfare of the Property as a residential community. Until the Residences on all Lots on the Property have been constructed, fully completed and sold, with respect to the Common Areas and each Lot on the Property, the Declarants shall have the special rights set forth in this Article 7.

7.2 Marketing Rights. Chinidere shall have the right to maintain a sales office and model on one or more of the Lots within Lot 2 of the Feliz Short Plat, and Regal shall have the right to maintain a sales office and model on one or more of the Lots within Lot 1 of the Feliz Short Plat, to be staffed by the employees of respective Declarant or any licensed real estate sales agents. The Declarants and prospective purchasers and their agents shall have the right to use and occupy the sales office and models during reasonable hours any day of the week. Each Declarant may maintain a reasonable number of "For Sale" signs at reasonable locations on the portion of the Property owned by that Declarant, including, without limitation, the Common Area. Such signs shall not exceed 18 x 24 feet and shall be removed by the Declarants after the lots have been sold. In addition, each Declarant may maintain a "For Sale" sign on each Lot or

Residence owned by the Declarant on the Property. Declarants may assign this right to other developers of Lots or Residences on the Property.

7.3 Declarants' Easements. So long as Declarants own any Lot, that Declarant reserves an easement over, under and across the Common Areas in order to carry out sales activities necessary or convenient for the sale of Lots. In addition, Declarants hereby reserve to themselves, and for their successors and assigns, a perpetual easement and right-of-way for access over, upon and across the Common Areas for construction, utilities, communication lines, drainage, and ingress and egress for the benefit of the Lots or other property owned by the Declarants. Declarants, for themselves and their successors and assigns, hereby retain a right and easement of ingress and egress over, in, upon, under and across the Common Area and the right to store materials thereon and to make such other use thereof as may be reasonably necessary or incident to the construction of the improvements on the Property or other real property owned by the Declarants in such a way as to not unreasonably interfere with the occupancy, use, enjoyment or access to an Owner's Lot by that Owner or his/her/their family, tenants, guests or invitees.

7.4 Appearance and Design. Each Declarant shall not be prevented from changing the exterior appearance of the Common Area, including the landscaping or any other matter directly or indirectly connected with a project, in any manner deemed desirable by the Declarant with respect to a Common Area owned by that Declarant, provided that the Declarant obtains any required governmental approvals. Each Declarant may change exterior and/or interior designs of Residences and Lots within the portion of the Property owned by that Declarant from initial plans and provisions in this document, without notice. This may include designs, colors and type of materials, provided Declarants obtain any necessary governmental consent.

7.5 Construction by Declarants. All construction by Declarants is presumed to have been approved by the Architectural Committee and to meet any design guidelines of the Association.

7.6 Addendums/Amendments to CC&Rs. Declarants shall have the right to modify the Declaration at any time, by providing a written addendum and recording the same in the public records of Skamania County, Washington. Such modification will be assumed reasonable and in the best interest of a minimum of seventy-five percent (75%) of all the Owners of Chinidere Mountain Estates Subdivision.

ARTICLE VIII **ASSOCIATION**

Declarants shall organize an Association of all of the Owners within the Property. Such Association, and its successors and assigns, shall be organized under the name "Chinidere Mountain Estates Homeowners' Association" or such similar name as Declarants shall designate, and shall have such property, powers and obligations as are set forth in this Declaration for the benefit of the Property and all Owners of property located therein.

8.1 Organization. Declarants shall, before the first Lot is conveyed to an Owner, organize the Association as a nonprofit corporation under the general nonprofit corporation laws of the State of Washington and Chapter 64.38 of the Revised Code of Washington. The Articles of Incorporation of the Association shall provide for its perpetual existence. To the greatest extent possible, any successor entity shall be governed by the Articles of Incorporation and Bylaws of the Association as if they had been made to constitute the governing documents of the entity.

8.2 Membership. Every Owner of one or more Lots within the Property shall, immediately upon creation of the Association and thereafter during the entire period of such Owner's ownership of one or more Lots within the Property, be a member of the Association. Such membership shall commence, exist and continue simply by virtue of such ownership, shall expire automatically upon termination of such ownership, and need not be confirmed or evidenced by any certificate or acceptance of membership.

8.3 Voting Rights. The Association shall have two classes of voting membership:

8.3.1 Class A. Class A members shall be all Owners, including Declarants, to the extent Declarants own any Lots.

8.3.2 Class B. The Class B member shall be the Declarants and their successors and assigns. Class B membership shall terminate upon the happening of any of the following events, whichever occurs earlier: (1) five years after the date of recording of this Declaration; (2) such earlier date as Declarants may elect to terminate such membership.

Until the Class B membership is terminated as provided above, all voting rights in the Association shall belong to the Class B members, except to the extent otherwise expressly provided herein. Upon termination of the Class B membership, all voting rights in the Association shall belong to the Class A members, including Declarants. On all matters upon which the Class A members are entitled to vote, such Class A member shall have one vote for each Lot owned by him within the Property. When more than one person holds an interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any Lot.

8.4 Powers and Obligations. The Association shall at all times comply with any mandatory requirements imposed by Chapter 64.38 of the Revised Code of Washington. The Association shall have the general powers and duties of a nonprofit corporation pursuant to Title 24 of the Revised Code of Washington and of a homeowners' association pursuant to Chapter 64.38 of the Revised Code of Washington, as well as the specific powers and duties set forth in the provisions of this Article and the other provisions of this Declaration that expressly relate to the Association, as well as pursuant to the Articles of Incorporation of the Association and the Bylaws. The Association shall have, exercise and perform all of the following powers, duties and obligations:

8.4.1 The powers, duties and obligations granted to the Association by this Declaration.

8.4.2 The powers and obligations of a nonprofit corporation pursuant to the general nonprofit corporation laws of the State of Washington.

8.4.3 Any additional or different powers, duties and obligations necessary or desirable for the purpose of carrying out the functions of the Association pursuant to this Declaration or otherwise promoting the general benefit of the Owners within the Property, and as set forth in Chapter 64.38 of the Revised Code of Washington.

The powers and obligations of the Association may from time to time be amended, repealed, enlarged or restricted by changes in this Declaration made in accordance with the provisions herein, accompanied by changes in the Articles of Incorporation or Bylaws of the Association made in accordance with such instruments and with the nonprofit corporation laws of the State of Washington.

8.5 Liability. Except as otherwise expressly provided in the Association's governing documents or RCW 64.38, the Board shall act in all instances on behalf of the Association. In the performance of their duties, the officers and members of the Board shall exercise the degree of care and loyalty required of an officer or director of a corporation organized under chapter 24.03 RCW. A member of the Board of Directors of the Association or the Architectural Committee or an officer of the Association shall not be liable to the Association or any member thereof for any damage, loss or prejudice suffered or claimed on account of any action or failure to act in the performance of his or her duties, except for acts of gross negligence or intentional acts. In the event any member of the board of directors or the Architectural Committee or any officer of the Association is made a party to any proceeding because the individual is or was a director or officer of the Association, or a member of the Architectural Committee, the Association shall indemnify such individual against liability and expenses incurred to the maximum extent permitted by law.

8.6 Interim Board; Turnover Meeting. Declarants shall have the right to appoint an interim board of one to three directors, who shall serve as the Board of Directors of the Association until replaced by Declarants or their successors have been elected by the Owners at the turnover meeting described in this section. Declarants shall call a meeting of the Association for the purpose of turning over administrative responsibility for the Property to the Association not later than one hundred twenty (120) days after termination of the Class B membership in accordance with Section 8.3(b) above. At the turnover meeting, the interim directors shall resign and their successors shall be elected by the Owners as provided in this Declaration and in the Bylaws of the Association. If Declarants fails to call the turnover meeting as required by this section, any Owner may call the meeting by giving notice as provided in the Bylaws.

8.7 Board of Directors; Open Meetings. The Association's Board of Directors shall be elected as provided in the Bylaws. The Board shall not act on behalf of the Association to amend the articles of incorporation, to take any action that requires the vote or approval of the

Owners, to terminate the Association, to elect members of the Board, or to determine the qualifications, powers, and duties, or terms of office of members of the Board; but the Board may fill vacancies in its membership of the unexpired portion of any term. Except as provided in this section, all meetings of the Board shall be open for observation by all Owners and their authorized agents. The Board shall keep minutes of all actions taken by the Board, which shall be available to all Owners. Upon the affirmative vote in open meeting to assemble in closed session, the Board may convene in closed executive session to consider personnel matters; consult with legal counsel or consider communications with legal counsel; and discuss likely or pending litigation, matters involving possible violations of the governing documents of the Association, and matters involving the possible liability of an Owner to the Association. The motion shall state specifically the purpose for the closed session. Reference to the motion and the stated purpose for the closed session shall be included in the minutes. The Board shall restrict the consideration of matters during the closed portions of meetings only to those purposes specifically exempted and stated in the motion. No motion, or other action adopted, passed, or agreed to in closed session may become effective unless the Board, following the closed session, reconvenes in open meeting and votes in the open meeting on such motion, or other action which is reasonably identified. The requirements of this subsection shall not require the disclosure of information in violation of law or which is otherwise exempt from disclosure.

8.8 Meetings of Owners. As required by RCW 64.38.035(1), a meeting of the Owners of the Association must be held at least once each year. Special meetings of the Association may be called by the president, a majority of the Board, or by Owners having ten percent of the votes in the Association. Not less than fourteen (14) nor more than sixty (60) days in advance of any meeting, the secretary or other officers specified in the bylaws shall cause notice to be hand-delivered or sent prepaid by first class United States mail to the mailing address of each Owner or to any other mailing address designated in writing by the Owner. The notice of any meeting shall state the time and place of the meeting and the business to be placed on the agenda by the Board for a vote by the Owners, including the general nature of any proposed amendment to the articles of incorporation, bylaws, any budget or changes in the previously approved budget that result in a change in assessment obligation, and any proposal to remove a Director.

8.9 Association Records. At least annually, the Association shall prepare, or cause to be prepared, a financial statement of the Association. The Association or its managing agent shall keep financial and other records sufficiently detailed to enable the Association to fully declare to each Owner the true statement of its financial status. All financial and other records of the Association, including but not limited to checks, bank records, and invoices, in whatever form they are kept, are the property of the Association. Each Association managing agent shall turn over all original books and records to the Association immediately upon termination of the management relationship with the association, or upon such other demand as is made by the Board. An Association managing agent is entitled to keep copies of Association records. All records which the managing agent has turned over to the Association shall be made reasonably available for the examination and copying by the managing agent. All records of the Association, including the names and addresses of Owners and other occupants of the Lots, shall be available for examination by all Owners, holders of mortgages on the Lots, and their

respective authorized agents on reasonable advance notice during normal working hours at the offices of the Association or its managing agent. The Association shall not release the unlisted telephone number of any Owner. The Association may impose and collect a reasonable charge for copies and any reasonable costs incurred by the Association in providing access to records.

8.10 Associations' Easements. There are hereby reserved to the Association and its duly authorized agents and representatives such easements as are necessary to perform the duties and obligations of the Association set forth in this Declaration, the Bylaws and Articles, as the same may be amended or supplemented.

ARTICLE IX **MAINTENANCE AND ASSESSMENTS**

9.1 Maintenance. The Association shall provide for and perform all maintenance upon the Common Areas located within the Property. The Association shall assess fees to the Owners for the City of Stevenson's maintenance and operation of the Storm Water Facilities until such time as the Storm Water Facilities are dedicated to the City of Stevenson.

9.2 Purpose of Assessments. The funds of the Association shall be kept in accounts in the name of the Association and shall not be commingled with the funds of any other association, nor with the funds of any manager of the Association or any other person responsible for the custody of such funds. The assessments levied by the Association pursuant to this Declaration shall be used exclusively for the purpose of promoting the health, safety and welfare of the residents in the Property and in particular for the improvement and maintenance of properties, services, and facilities devoted to this purpose and related to the use and enjoyment of the Common Area and Storm Water Facilities.

9.3 Duty of the Board of Directors. The Board of Directors shall fix the amount of the assessments against each Lot for the purposes set forth above, taking into account the need for reasonable reserves for such purposes. The Board of Directors shall give each Owner written notice of such assessment at least thirty (30) days in advance of the due date of the assessment and shall cause to be prepared a roster of the Lots showing assessments applicable to each Lot. The roster shall be kept in the Association office and shall be subject to inspection by any Owner during regular business hours. Upon demand, the Board of Directors shall furnish to any Owner a certificate in writing setting forth whether the assessments on such Owner's Lot have been paid.

9.4 Amount of Assessments. The Association shall determine the appropriate amount of assessments; however both an annual assessment and monthly assessment shall be levied against Lot Owners. The annual assessment and the monthly assessments shall be assessed equally against each Lot, except that no assessment shall be levied against any Lot until the sale to a purchaser, in which case upon the closing of such sale, the purchaser shall pay to the Association the pro rata portion of the assessment owing for the remainder of the applicable billing period.

9.5 Special Assessments. In addition to the assessments authorized by Section 9.3 above, the Association may levy in any assessment year a special assessment, applicable to that year only, for the purpose of defraying all or part of the cost of any construction or reconstruction, unexpected repair, or replacement of a described capital improvement upon the Common Areas or Storm Water Facilities, or for any other one-time expenditure not to be paid for out of regular annual assessments. No such assessment may be levied without the vote or written consent of seventy-five percent (75%) of the voting power of the Class A members and the consent of the Class B member, if any.

9.6 Owners to Ratify Budget. As required by RCW 64.38.025(3), within thirty (30) days after adoption by the Board of any proposed regular or special budget of the Association, the Board shall set a date for a meeting of the Owners to consider ratification of the budget not less than fourteen (14) nor more than sixty (60) days after mailing of the summary. Unless at that meeting the Owners of a majority of the votes in the Association reject the budget, in person or by proxy, the budget is ratified, whether or not a quorum is present. In the event the proposed budget is rejected or the required notice is not given, the periodic budget last ratified by the Owners shall be continued until such time as the Owners ratify a subsequent budget proposed by the Board.

9.7 Creation of Lien and Personal Obligation of Assessments. Each Declarant, for every Lot owned by it within the Property, does hereby covenant, and each Owner of any Lot by acceptance of a conveyance thereof, whether or not so expressed in any such conveyance, shall be deemed to covenant to pay to the Association all assessments or other charges as may be fixed, established and collected from time to time in the manner provided in this Declaration. Such assessments and charges, together with any interest, expenses or attorneys' fees imposed pursuant to Section 10.5 shall be a charge on the land and shall be a continuing lien upon the Lot against which each such assessment or charge is made. Such assessments, charges and other costs shall also be the personal obligation of the person who was the Owner of such Lot at the time when the assessment or charge fell due. Such liens and personal obligations shall be enforced in the manner set forth in Article X below.

ARTICLE X **ENFORCEMENT**

10.1 Nonqualifying Improvements and Violation of General Protective Covenants. In the event any Owner constructs or permits to be constructed on his Lot an Improvement contrary to the provisions of this Declaration, or causes or permits any Improvement, activity, condition or nuisance contrary to the provisions of this Declaration to remain uncorrected or unabated, then the Association, acting through its Board of Directors, shall notify the Owner in writing of any such specific violations of this Declaration and shall require the Owner to remedy or abate the same. If the Owner is unable, unwilling or refuses to comply with the Association's specific directives for remedy or abatement, or the Owner and the Association cannot agree to a mutually acceptable solution within the framework and intent of this Declaration, after notice and opportunity to be heard and within sixty (60) days of written notice to the Owner, then the

Association, acting through its Board of Directors, shall have the right to do any or all of the following:

10.1.1 Impose reasonable fines against such Owner in the manner and amount the Board deems appropriate in relation to the violation;

10.1.2 Enter the offending Lot and remove the cause of such violation, or alter, repair or change the item which is in violation of this Declaration in such a manner as to make it conform thereto, in which case the Association may assess such Owner for the entire cost of the work done, provided that no items of construction shall be altered or demolished in the absence of judicial proceedings; or

10.1.3 Bring suit or action against the Owner on behalf of the Association and other Owners to enforce this Declaration.

10.2 Default in Payment of Assessments; Enforcement of Lien. If an assessment, fine or other charge levied under this Declaration is not paid within thirty (30) days of its due date, such assessment or charge shall become delinquent and shall bear interest from the due date at the rate set forth below. In such event, the Association may exercise any or all of the following remedies:

10.2.1 The Association may suspend such Owner's voting rights and right to use any Common Areas until such amounts, plus other charges under this Declaration, are paid in full and may declare all remaining periodic installments of any annual assessment immediately due and payable. In no event, however, shall the Association deprive any Owner of access to and from his Lot.

10.2.2 The Association shall have a lien against each Lot for any assessment levied against the Lot and any fines or other charges imposed under this Declaration or the Bylaws against the Owner of the Lot from the date of recording of a Notice of Lien in the county real property records. The lien shall be foreclosed in accordance with the provisions regarding the foreclosure of liens under Washington law. The Association, through its duly authorized agents, may bid on the Lot at such foreclosure sale, and may acquire and hold, lease, mortgage and convey the Lot.

10.2.3 The Association may bring an action to recover a money judgment for unpaid assessments, fines and charges under this Declaration without foreclosing or waiving the lien described in paragraph (b) above. Recovery on any such action, however, shall operate to satisfy the lien, or the portion thereof, for which recovery is made.

10.2.4 The Association shall have any other remedy available to it by law or in equity.

10.3 City of Stevenson Third Party Enforcement Rights. The City of Stevenson shall have third party enforcements rights to ensure that the Association remains intact and collects the adequate amount of fees for the Storm Water Facilities. The City shall also have the right to

recapture fees and costs associated with enforcement actions. The Association's ability to assess such fees is more particularly described in Article IX above.

10.4 Notification of First Mortgage. The Board of Directors shall notify any first mortgagee of any individual Lot of any default in performance of this Declaration by the Lot Owner which is not cured within sixty (60) days following written request by said mortgagee.

10.5 Subordination of Lien to Mortgages. The lien of the assessments or charges provided for in this Declaration shall be subordinate to the lien of any first mortgage or deed of trust on such Lot which was made in good faith and for value and which was recorded prior to the recordation of the notice of lien. Sale or transfer of any Lot shall not affect the assessment lien, but the sale or transfer of any Lot which is subject to a first mortgage or deed of trust pursuant to a decree of foreclosure thereunder or any deed or assignment in lieu of foreclosure shall extinguish any lien of an assessment which was recorded after the recording of the mortgage or trust deed. Such sale or transfer, however, shall not release the Lot from liability for any assessments or charges thereafter becoming due or from the lien of such assessments or charges.

10.6 Interest, Expenses and Attorneys' Fees. Any amount not paid to the Association when due in accordance with this Declaration shall bear interest from the due date until paid at a rate of twelve percent (12%) per annum, or such other rate as may be established by the Board of Directors, but not to exceed the lawful rate of interest under the laws of the State of Washington. A late charge may be charged for each delinquent assessment in an amount established from time to time by resolution of the Board of Directors of the Association not to exceed thirty percent (30%) of such assessment. In the event the Association shall file a notice of lien, the lien amount shall also including the recording fees associated with filing the notice, and a fee for preparing the notice of lien established from time to time by resolution of the Board of Directors of the Association. In the event the Association shall bring any suit or action to enforce this Declaration, or to collect any money due hereunder or to foreclose a lien, the Owner-defendant shall pay to the Association all costs and expenses incurred by it in connection with such suit or action, including a foreclosure title report, and the prevailing party in such suit or action shall recover such amount as the court may determine to be reasonable as attorneys' fees at trial and upon any appeal or petition for review thereof.

10.7 Nonexclusiveness and Accumulation of Remedies. An election by the Association to pursue any remedy provided for violation of this Declaration shall not prevent concurrent or subsequent exercise of another remedy permitted hereunder. The remedies provided in this Declaration are not exclusive but shall be in addition to all other remedies, including actions for damages and suits for injunctions and specific performance, available under applicable law to the Association. In addition, any aggrieved Owner may bring an action against another Owner or the Association to recover damages or to enjoin, abate or remedy any violation of this Declaration by appropriate legal proceedings.

ARTICLE XI GENERAL PROVISIONS

11.1 Amendment and Repeal. This Declaration, or any provision thereof, as from time to time in effect with respect to all or any part of the Property, may be amended or repealed as to all or any portion of the Property by the vote or written consent of Owners holding not less than seventy-five percent (75%) of the voting rights of the Class A members of the Association, together with the written consent of the Class B members, if such membership has not been terminated as provided herein. Any such amendment or repeal shall become effective only upon recordation in the Deed Records of Skamania County, Washington, of a certificate of the president or secretary of the Association setting forth in full the amendment, amendments or repeal so approved and certifying that such amendment, amendments or repeal have been approved in the manner required by this Declaration. In no event shall an amendment under this Section create, limit or diminish special Declarants' rights without Declarants' written consent, or change the boundaries of any Lot or any uses to which any Lot is restricted unless the Owners of the affected Lots unanimously consent to the amendment.

11.2 Regulatory Amendments. Notwithstanding the provision of Section 11.1 above, until termination of the Class B membership, the Declarants shall have the right to amend this Declaration or the Bylaws of the Association in order to comply with the requirements of any applicable statute, ordinance or regulation of the Federal Housing Administration, the Veterans Administration, the Farmers Home Administration of the United States, the Federal National Mortgage Association, the Government National Mortgage Association, the Federal Home Loan Mortgage Corporation, any department, bureau, board, commission or agency of the United States or the State of Washington, or any corporation wholly owned, directly or indirectly, by the United States or the State of Washington which insures, guarantees or provides financing for a planned community or Lots in a planned community.

11.3 Duration. The covenants and restrictions of the Declaration shall run with and bind the land, and shall inure to the benefits of and be enforced by the Declarants, or the Owner of any Lot subject to this Declaration, their respective legal representatives, heirs, successors, and assigns, for a term of thirty (30) years from the date this Declaration is recorded. Thereafter, they shall automatically be extended for successive periods of ten (10) years each. The continuation from the initial or any additional period into the next subsequent period shall be automatic and without the necessity of any notice, consent or other action whatsoever; provided, however, that this Declaration may be terminated at the end of the initial or any additional period by resolution approved not less than six (6) months prior to the intended termination date by the vote or written consent of Owners owning not less than seventy-five percent (75%) of the voting rights in the Association. Any such termination shall become effective only if (a) a certificate of the president or secretary of the Association, certifying that termination as of a specified termination date has been approved in the manner required herein, is duly acknowledged and recorded in the Deed Records of Skamania County, Washington, not less than six (6) months prior to the intended termination date, and (b) prior to the intended termination date, such termination has been approved by the City of Stevenson Planning Director, if required by the City.

11.4 Right of Mortgagees. The record holder of any mortgage or deed of trust on any Lot, who becomes the record owners of such Lot through foreclosure, judicial sale, deed-in-lieu-of-foreclosure, or any other legal means, shall be considered an Owner for the purpose of these covenants and shall have all rights and obligations of other Owners hereunder.

11.5 Loss of Property. In order to protect and preserve the appearance and value of the property, each Owner is required to repair or rebuild his Residence within one year after any loss of it.

11.6 Joint Owners. In any case in which two or more persons share the ownership of any Lot, regardless of the form of ownership, the responsibility of such persons to comply with this Declaration shall be a joint and several responsibility and the act or consent of any one or more of such persons shall constitute the act or consent of the entire ownership interest; provided, however, that in the event such persons disagree among themselves as to the manner in which any vote or right to consent held by them shall be exercised with respect to a pending matter, any such person may deliver written notice of such disagreement to the Association, and the vote or right of consent involved shall then be disregarded completely in determining the proportion of votes or consents given with respect to such matter.

11.7 Lessees and Other Invitees. Lessees, invitees, contractors, family members and other persons entering the Property under rights derived from an Owner shall comply with all of the provisions of this Declaration restricting or regulating the Owner's use, improvement or enjoyment of his Lot and other areas within the Property. The Owner shall be responsible for obtaining such compliance and shall be liable for any failure of compliance by such persons in the same manner and to the same extent as if the failure had been committed by the Owner himself.

11.8 Nonwaiver. Failure by the Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

11.9 Construction; Severability; Number; Captions. This Declaration shall be liberally construed as an entire document to accomplish the purposes thereof as stated in the introductory paragraphs hereof. Nevertheless, each provision of this Declaration shall be deemed independent and severable, and the invalidity or partial invalidity of any provision shall not affect the validity or enforceability of the remaining part of that or any other provision.

As used herein, the singular shall include the plural and the plural the singular, and the masculine and neuter shall each include the masculine, feminine and neuter, as the context requires. All captions used herein are intended solely for convenience of reference and shall in no way limit any of the provisions of this Declaration.

11.10 Notices and Other Documents. Any notice or other documents permitted or required by this Declaration may be delivered either personally or by mail. Delivery by mail shall be deemed made twenty-four (24) hours after having been deposited in the United States

mail as certified or registered mail, with postage prepaid, addressed as follows: If to Declarants, Chinidere LLC, 6906 NE 139th Street, Vancouver, Washington 98686 and Regal- A Land Acquisition & Development LLC, 14435 NE Valley View Lane, Battle Ground, Washington 98604; if to an Owner, at the address given by him at the time of his purchase of a Lot, or at his Lot; if to the Association, the mailing address of the Association as filed with the Washington Corporations Division. The address of a party may be changed by him at any time by notice in writing delivered as provided herein.

IN WITNESS WHEREOF, the Declarants affix their name and seal this 16 day of SEP 2008.

CHINIDERE, LLC, a Washington limited liability company

[Signature]
John Feliz, President *MANAGING MEMBER*

REGAL- A LAND ACQUISITION & DEVELOPMENT LLC, a Washington limited liability company

[Signature]
Gary Albers, Member

[Signature]
Rick Leavitt, Member

STATE OF WASHINGTON)

: ss.

County of Clark)

I certify that I know or have satisfactory evidence that JOHN FELIZ is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the PRESIDENT of CHINIDERE, LLC, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: 9-08-08

[Signature]

Notary Public

Printed Name: Heather A. Dumont

My Appointment Expires: May 6, 2012

HEATHER A. DUMONT
NOTARY PUBLIC
STATE OF WASHINGTON
COMMISSION EXPIRES
MAY 6, 2012

STATE OF WASHINGTON)

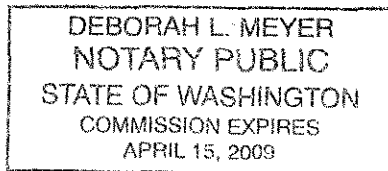
: ss.

County of Clark)

I certify that I know or have satisfactory evidence that Gary ARbers is the person who appeared before me, and said person acknowledged that he/she signed this instrument, on oath stated that he/she was authorized to execute the instrument and acknowledged it as the member (title) of Regal A Land Acquisition (company) to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: Sept. 16, 2008Deborah Meyer

Notary Public

Printed Name: DEBORAH MEYERMy Appointment Expires: 4-15-2009

STATE OF WASHINGTON)

: ss.

County of Clark)

I certify that I know or have satisfactory evidence that Kick Leavitt is the person who appeared before me, and said person acknowledged that he/she signed this instrument, on oath stated that he/she was authorized to execute the instrument and acknowledged it as the member (title) of Regal A Land Acquisition (company) to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: Sept. 16, 2008Deborah Meyer

Notary Public

Printed Name: DEBORAH MEYERMy Appointment Expires: 4-15-2009

Exhibit "A"
The Property

Lot 1 and Lot 2 of FELIZ SHORT PLAT, recorded under Auditor's File No. 2008170088, records of Skamania County, Washington.

Unofficial
Copy

Exhibit "B"
Chinidere Mountain Estates Subdivision Map

Unofficial
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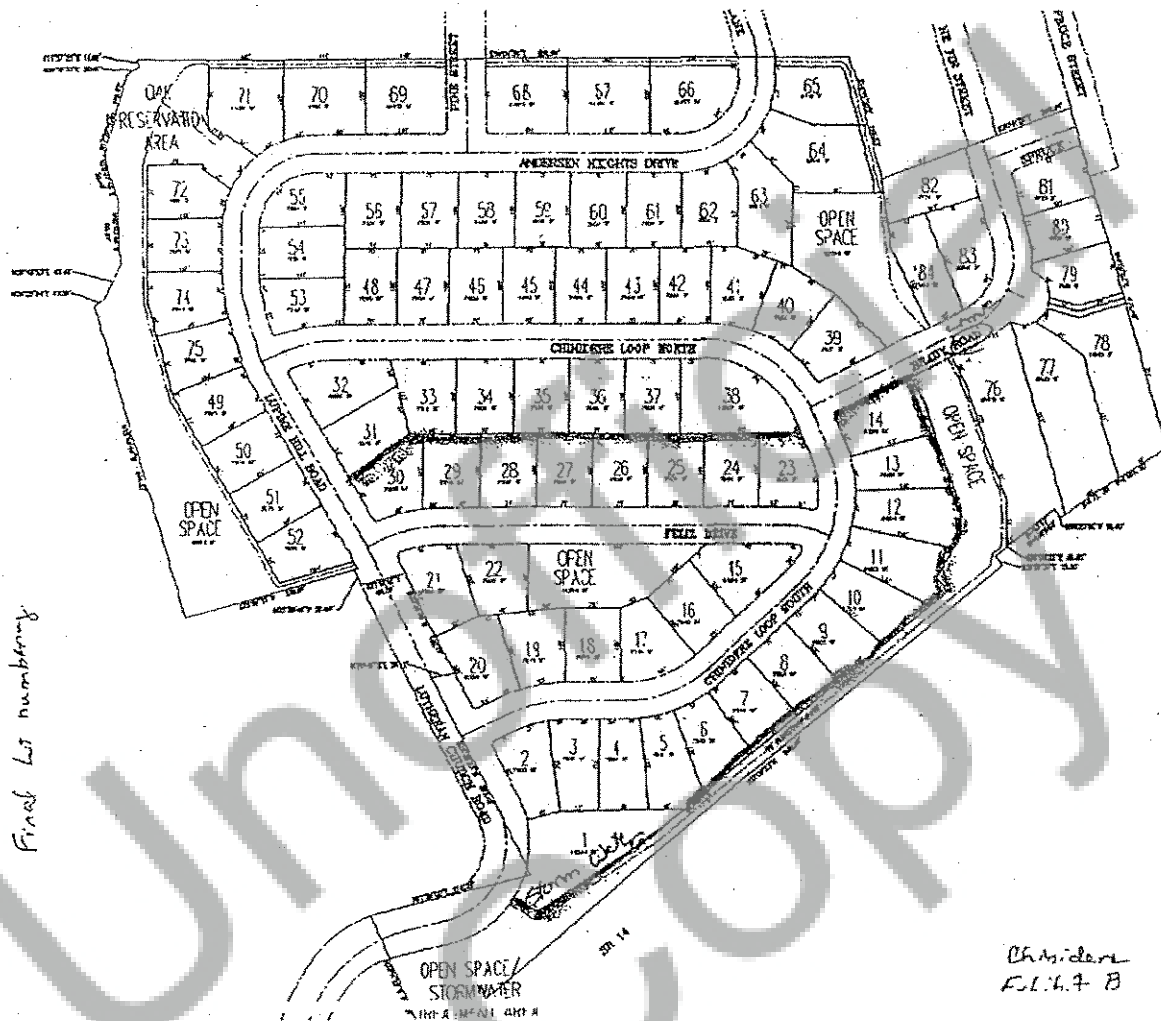


Exhibit "C"
Chinidere Property

Lot 2 of FELIZ SHORT PLAT, recorded under Auditor's File No. 2008170088, records of Skamania County, Washington.

Unofficial
Copy

Exhibit "D"
Regal Property

Lot 1 of FELIZ SHORT PLAT, recorded under Auditor's File No. 2008170088, records of Skamania County, Washington.

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Exhibit "E"
Oregon White Oak Habitat Management Plan
(see attached)

Unofficial
Copy

**OREGON WHITE OAK
HABITAT MANAGEMENT PLAN**

For

**CHINIDERE MOUNTAIN ESTATES
CITY OF STEVENSON, WASHINGTON**

Prepared for:

John Feliz

c/o Moss & Associates, Inc.
717 NE 61st Street, Suite 202
Vancouver, Washington 98665
360.260.9400

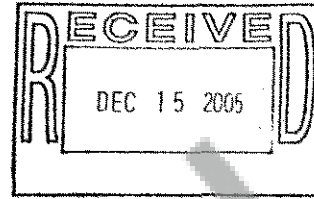
Prepared by:

Ecological Land Services, Inc.
1157 - 3rd Avenue, Suite 220
Longview, Washington 98632
360.578.1371
ELS #1028.07

October 31, 2005



ECOLOGICAL LAND SERVICES, INC.



December 14, 2005

Washington Department of Fish and Wildlife
William Weiler, Habitat Biologist
P.O. Box 213
Lyle, WA 98635

RE: Oregon White Oak Habitat Management Plan for Chinidere Mountain Estates,
City of Stevenson, Washington

Dear Mr. Weiler:

Thank you for your November 4, 2005 letter regarding the proposed Chinidere Mountain Estates Subdivision. Your letter recommended two additional conservation measures to be included in the Oregon White Oak Habitat Management Plan: 1) retaining additional mature, native trees outside of the two habitat conservation areas and 2) conducting a spring 2006 breeding bird survey. Moss & Associates, Inc. will prepare the site grading plan to address recommendation #1. Recommendation #2 – conducting a spring breeding bird survey – is not warranted and is as described below.

To address the Washington Department of Fish and Wildlife's concerns, the applicant proposes to retain as many mature, native trees outside the two habitat conservation areas as is reasonably practical, given the site grading constraints. The additional mature, native trees to be retained will be identified on the site grading plan when it is completed prior to preliminary plat approval. At this preliminary stage, we anticipate that the trees in the southern portion of Lots 15, 16, and 17 and several large Douglas-fir along the northern property boundary will be retained, but the actual inventory of trees to be retained will depend on the tree survey and the site grading plan. To further advance this recommended conservation measure, the applicant will incorporate language in the CC&Rs requiring residential landscaping to be comprised of at least 50 percent native trees and shrubs.

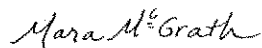
We do not advise a spring bird breeding survey because no evidence of priority species or priority species' habitat was identified on-site during our fall 2005 avian surveys and field investigations. The majority of the site has been disturbed by prior logging and clearing activities; the least disturbed habitat on-site and that containing many mature, native trees is already proposed to be retained in the habitat conservation areas identified in the Habitat Management Plan. Even if the priority species were identified during a subsequent spring breeding bird survey, the existing Habitat Management Plan provides habitat features that could be used by priority species. We also believe that the Habitat

Washington Department of Fish and Wildlife
William Weiler, Habitat Biologist
Chinidere Mountain Estates
Page 2 of 2
December 14, 2005

Management Plan meets and exceeds all applicable City and State regulatory requirements.

Thanks again for your review of the Habitat Management Plan and for your comments. Please contact me at 360.578.1371 or mara@eco-land.com if you have any questions or additional comments.

Sincerely,



Mara McGrath
Senior Biologist

Enclosures

CC: Geoff Appel, Moss & Associates, Inc.
John Granholm, City of Stevenson
Brad Andersen, Schwabe Williamson & Wyatt

0170



MEMORANDUM

TO: Planning Commission Members

FROM: Mara McGrath, Senior Biologist, Ecological Land Services, Inc.

DATE: January 17, 2006

RE: Chinidere Mountain Estates Subdivision, Oregon White Oak Habitat Management Plan

Ecological Land Services was contracted by Mr. John Feliz in September 2005 to conduct a wildlife survey as recommended by Washington Department of Fish and Wildlife (WDFW) and to prepare a Habitat Management Plan for the Chinidere Mountain Estates Subdivision. To accomplish these tasks, we reviewed pertinent scientific literature, consulted the WDFW and Washington Natural Heritage Program priority habitat and species databases, and conducted three site visits to the subject property on the following dates:

- September 6, 2005
- October 18, 2005
- January 11, 2006

During the fall 2005 site visits, we inventoried the Oregon white oak trees and conducted wildlife surveys. We met with Mr. Bill Weiler, WDFW habitat biologist, and Mr. John Granholm, City Planner, during the January 2006 site visit. Upon reviewing the site, Mr. Weiler spoke favorably of the habitat areas proposed to be set aside for preservation and enhancement and, coupled with the breeding bird surveys to be conducted this spring, felt that all of the WDFW concerns had been satisfactorily addressed. The retention of some large conifers, which he identified during the site visit, would further alleviate the WDFW concerns. During our site visit, Mr. Weiler noted that the site afforded little suitable habitat for western gray squirrel, but that he would be on-call through the spring breeding season to investigate any potential sighting of western gray squirrels within or in the vicinity of the subject property. The most likely suitable habitat areas for squirrels are along the existing riparian corridor along the western property boundary, the treed area along the extreme northern boundary, and possibly the southeastern property corner. Mr. Weiler also spoke favorably of the changes to the subdivision described in the Habitat Management Plan in his January 1, 2006 letter to Mr. John Granholm.

As described in the Oregon White Oak Habitat Management Plan (October 31, 2005), the applicant will set aside two habitat areas to preserve Oregon white oaks and provide wildlife habitat: 1) A 0.40-acre Oak Preservation Area along the unnamed tributary of Vallett Creek, in

Planning Commission
 Chinidere Mountain Estates Subdivision Memo
 Page 2 of 2
 January 17, 2006

the northwest portion of the property and 2) a 0.84-acre Riparian Enhancement Area along an unnamed seasonal stream in the eastern portion of the property. The goal of the Habitat Management Plan is to substantially maintain the existing Oregon white oak functions and values and preserve and protect potential wildlife habitat for all types of animals that use the site or could potentially use the site, including corvids (jays), songbirds, raptors, woodpeckers, and small and large mammals. The Functional Assessment section of the Habitat Management Plan (pages 10-13) analyzes the existing wildlife habitat potential of the site and mitigating features of the plan.

The Habitat Management Plan incorporates the following measures to mitigate for impacts to Oregon white oaks and wildlife habitat:

- Preserve existing Oregon white oaks and native understory vegetation in the Oak Preservation Area
- Preserve existing mature Douglas-fir and snags within the Western Habitat Corridor
- Preserve existing mature trees and snags in the Riparian Habitat Enhancement Area
- Remove invasive plants, especially Himalayan blackberry and English ivy, from the Riparian Enhancement Area
- Plant large-sized Oregon white oak and numerous native shrubs within the Riparian Enhancement Area
- Install horizontal logs and songbird boxes in the Riparian Habitat Enhancement Area
- Install habitat boundary signs along the outer perimeters of both habitat areas

The success of the measures above will be assessed through measurable performance standards, to be documented annually in a monitoring report. Monitoring reports will be provided to the City of Stevenson and the WDFW each year. If the planted species fail to meet their performance standards, then a contingency plan will be initiated. Additionally, the two habitat areas will be legally protected with a conservation covenant and protective language will be incorporated into the CC&Rs.

In addition to the above measures, the applicant has agreed to conduct additional mitigation to address concerns raised by the WDFW following its review of the Habitat Management Plan. These additional measures include:

- Conduct spring breeding bird surveys and revise the Habitat Management Plan, if necessary
- Incorporate language into the CC&Rs that requires residential landscaping be comprised of at least 50 percent native trees and shrubs
- Retain as many mature conifers outside of the two habitat areas as the site grading will allow
- Revise the Habitat Management Plan to incorporate additional mitigation if western gray squirrels are identified on-site



RECEIVED
NOV 14, 2005

State of Washington
Department of Fish & Wildlife
P.O. Box 213, Lyle, Washington 98635 (509) 365-0075

November 4, 2005

Mara McGrath
Senior Biologist
Ecological Land Services, Inc.
1157 3rd Avenue, Suite 220
Longview, WA 98632

Dear Ms. McGrath:

Subject: Oregon White Oak Habitat Management Plan for the proposed
Chinidere Mountain Estates Subdivision

Thank you for sending your October 31 document describing proposed mitigation measures for the Chinidere Mountain Estates Subdivision. We appreciate that your recommendations include permanent conservation of some of the Oregon white oak trees present on the property as well as the .84-acre "Riparian Habitat Enhancement Area."

We would encourage additional efforts to retain some of the mature native trees located on the property to not only conserve wildlife habitat but also as a positive landscaping feature of the development. We did not notice any reference to native tree protection or enhancement outside of the two conservation areas. We promote both clustering retention habitat (as you have planned) as well as dispersing habitat features throughout the landscape.

Though a fall avian survey has some merit, a breeding bird survey would provide considerably more information in determining whether any priority (PHS) species nest on the Chinidere site. The reason you found no PHS species when you queried our database is that no wildlife survey has ever been performed on the Chinidere property, therefore we have no information pertaining to possible nest sites. To follow our recommendation and that of the Chinidere Resolution Committee, we encourage Ecological Land Services conduct a spring, 2006 breeding bird survey. After conducting the survey, WDFW believes that the applicant will have fully satisfied our fish and wildlife impact concerns.

Very best wishes,

Bill Weiler
WDFW Habitat Biologist

Cc: City of Stevenson
WDFW

0173



ECOLOGICAL LAND SERVICES, INC.

NOV 3 2005

Memorandum

Date: August 8, 2005

To: Geoff Appel, Moss & Associates, Inc.

From: Francis Naglich/Andrea Aberle, Ecological Land Services, Inc (ELS)

Regarding: Evaluation of on-site streams, buffers and proposed mitigation for proposed Chinidere Mountain Estates subdivision located in Stevenson, WA on 25.38 acres.

Geoff:

Ecological Land Services, Inc. (ELS) was contracted to review the subject site located within the jurisdiction of the City of Stevenson, Washington. The 25.38 acre site is on a south-facing slope located on Lutheran Church Road. A residential subdivision, Chinidere Mountain Estates, is proposed for the property. ELS investigated the property for jurisdictional streams, buffers and proposed mitigation. ELS found three streams on the site, described as follows:

- Vallett Creek, a Type 3 or "F" (fish) stream located off-site and west of the west property line,
- a tributary to Vallett Creek, a Type 4 or "N" (no fish) stream located on a portion of the west property line, and
- a un-named Type 5 stream located in the eastern portion of the site.

Vallett Creek and Tributary

Vallett Creek, a Type 3 stream is located west of the western property line in a well-defined ravine with steep banks. The stream flows southerly and passes through three culverts before reaching the Columbia River. The three culverts include one under Lutheran Church Road, State Route 14, and the last one under the railroad-grade south of SR 14. The streambed of Vallett Creek is located within a ravine approximately 15-30 feet below the surrounding topography. The slopes of the ravine are forested. The Washington State Department of Natural Resources water-type map indicates that Vallett Creek is a fish-bearing stream, therefore in accordance with the City of Stevenson, Resource Lands and Critical Areas Protection Ordinance, Chapter 18.12 (Table 2) the stream requires a 50-foot minimum buffer. Review of the proposed development plan indicates that this buffer requirement can be met for residential lots proposed within proximity to the off-site stream.

The project site also borders the east side of Vallett Creek between Lutheran Church Road and SR 14. This property will be utilized for an open space tract and stormwater treatment. ELS reviewed the downstream condition of Vallett Creek to determine if stormwater releases to the stream will cause any erosion or other detrimental impacts. The downstream segment is characterized by a stable and graveled streambed with relatively low gradient. Portions of the streambank have been

armored with large rock and/or is well-vegetated. It is our opinion that the release of treated stormwater to Vallett Creek, between Lutheran Creek Road and SR 14, will not have significant detrimental effects to downstream conditions and resources.

Tributary to Vallett Creek

A Type 4 or non-fish bearing (N) tributary to Vallett Creek borders proposed residential lots 38, 69, 70-72 along the northwest portion of the property. The minimum buffer requirement for Type 4 streams is 25-feet according to Table 2 of Chapter 18.12. This buffer requirement is met according to the proposed development site map provided by Moss & Associates, Inc.

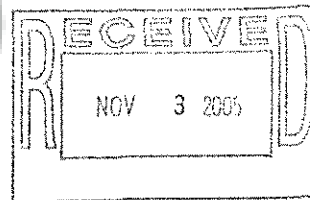
Type 5 Stream

A Type 5 or non-fish bearing (N) stream is located with a broad upland swale in the eastern portion of the property and is shown within an open space tract on the proposed development site map. This stream requires a 25-foot buffer in accordance with Chapter 18.12, Table 2. The proposed development site map indicates that a 25-foot buffer will be maintained around this intermittent stream, except for a proposed street crossing. As the street is a relatively minor impact, appropriate mitigation is the placement of a sufficiently sized culvert(s) to allow the passage of surface runoff. The broad swale consists of uplands, therefore no wetland impacts will occur due to the placement of the street across the swale.

We appreciate the opportunity to evaluate this project. Please contact us at (360) 578-1371 if you have any questions regarding this analysis.

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INTRODUCTION

Ecological Land Services, Inc. (ELS) was contracted by Mr. John Feliz to prepare an Oregon white oak Habitat Management Plan for the Chinidere Mountain Estates after receiving comments from the Washington Department of Fish and Wildlife (WDFW). The proposal is to develop the 25.38-acre property, which is zoned R-1 and R-3, into approximately 83 residential lots for single-family homes. The Chinidere Mountain Estates property was annexed into the city limits of Stevenson in 2003, at which time it was zoned for single- and multi-family residential. The property contains 12 Oregon white oak trees, five of which will be impacted by the proposed development. Unavoidable impacts will be fully mitigated by the measures described in this plan to maintain the existing Oregon white oak habitat functions and values over the long-term. This Oregon White Oak Habitat Management Plan was prepared according to *Chapter 18.12 Resource Lands and Critical Areas Protection Stevenson Municipal Code (SMC)* and the guidance provided in the WDFW *Management Recommendations for Washington's Priority Habitats: Oregon White Oak Woodlands* (Larsen and Morgan 1998).

WASHINGTON DEPARTMENT OF FISH & WILDLIFE COMMENT LETTER

The August 12, 2005 WDFW comment letter requested that the Mitigated Determination of Significance for the subdivision be withdrawn or be amended to include three additional mitigation measures to off the loss of wildlife habitat, which are paraphrased as 1) conduct a wildlife survey, preferably during spring 2006 to assess the extent of breeding birds, 2) retain a portion of the site as open space, and/or 3) preserve a parcel of off-site habitat.

This plan incorporates the mitigation measures requested by WDFW by 1) implementing habitat mitigation to compensate for the loss of wildlife habitat on-site (Table 1), 2) conducting wildlife surveys in fall 2005 to assess the existing wildlife use and habitat potential of the site, and 3) establishing separate conservation tracts within the proposed development for two habitat corridors along existing streams referred to as the Oak Preservation Area and the Riparian Habitat Enhancement Area.

LOCAL REGULATORY AUTHORITY

Under the *SMC 18.12.090(A)*, Oregon white oaks appear to be regulated as Classification 2 species and habitat of local importance because Oregon white oak is a "unique or significant habitat that regionally rare wildlife species depend upon or that have high wildlife concentrations." Habitat protection for Classification 2 species and habitats of local importance follows *SMC 18.12.090(B) Development Performance Standards*. This plan meets the development performance standards 2-13 (in italics) as follows:

2. *Consider habitat in site planning and design;*
The preliminary plat was redesigned to create a separate preservation tract for seven Oregon white oaks in the northwest corner of the property. This tract is referred to as the Oak Preservation Area. Additionally, a Riparian Habitat Enhancement Areas was established along the Type V stream in the eastern portion of the property. This area will be enhanced by removing non-native, invasive vegetation, installing native plants, large woody debris, bird boxes, and habitat boundary signs. See the Plan Description section and Figures 2, 3, and 4. Both the Oak Preservation and Riparian Habitat Enhancement Areas will be legally protected for conservation purposes.
3. *Locate buildings and structures in a manner that preserves the habitat or minimizes adverse impacts;*
The preliminary plat was redesigned to create a separate preservation tract for seven Oregon white oaks in the northwest corner of the property. Approximately two lots were adjusted to accommodate the 0.40-acre Oak Preservation Area. See the Plan Description section and Figure 2.
4. *Consolidate habitat and vegetated open space in contiguous blocks, and where possible, locate habitat contiguous to other habitat, open space or landscaped areas to contribute to a continuous system or corridor that provides connections to adjacent habitat areas;*
The Oak Preservation Area, in the northwest corner of the property, groups seven Oregon white oaks in a forested grove that connects to the vegetated riparian buffer of Vallett Creek and its unnamed tributary that extends along the western property boundary. The Riparian Habitat Enhancement Area is located along the riparian buffer of an existing Type V stream. Both the Oak Preservation and the Riparian Habitat Enhancement Areas were established along existing riparian areas and will provide well vegetated habitat corridors for wildlife. See the Plan Description section and Figures 2, 3, and 4.
5. *Use native species in any landscaping of disturbed or undeveloped areas and in any enhancement of habitat or buffers;*
The vegetation proposed for the Riparian Habitat Enhancement Area will be comprised of native trees and shrubs. See Table 4 for the plant specifications and Figures 2, 3, and 4.
6. *Emphasize heterogeneity and structural diversity of vegetation in landscaping;*
The Riparian Habitat Enhancement Area will be planted with native trees and shrubs to enhance the existing overstory canopy and create a vegetatively diverse, shrub understory of multiple strata. Eight native shrub species are proposed to improve the understory species diversity well beyond its existing low level. Large woody debris will provide structural diversity where little to none currently exists. See Tables 1 and 4.

7. *Remove and/or control any noxious, or undesirable species of plants as identified by the Skamania County Weed Control Board;*
Non-native, invasive species, namely Himalayan blackberry, will be cleared from the Riparian Habitat Enhancement Area. See performance standard 1f under the Goals, Objectives, and Performance Standards subsection.
8. *Preserve trees to the extent possible, preferably in consolidated areas;*
Oregon white oaks #3-9 will be preserved in their existing condition in the Oak Preservation Area in the northwest corner of the property. The seven oaks are grouped together in a 0.40-acre area along the eastern side of the Vallett Creek tributary. All mature conifer trees and snags will be preserved along the western habitat corridor along Vallett Creek and its unnamed tributary. Additionally, all existing, mature, native deciduous trees and snags will be preserved in the Riparian Habitat Enhancement Area.
9. *Preserve and introduce native plant species which serve as food, shelter from climatic extremes and predators, and structure and cover for reproduction and rearing of young for critical wildlife;*
The existing native overstory and understory vegetation, which provides good wildlife habitat, protection, and food with its multiple strata and varied plant species, will be maintained in the Oak Preservation Area, except for nominal clearing for a natural surface path. Oregon white oak and native shrubs will be planted within the Riparian Habitat Enhancement Area. The plants to be installed in this area have been selected for their potential to provide wildlife habitat and food sources. See Table 4 for the planting specifications and Figures 2, 3, and 4.
10. *Preserve the natural hydraulic and ecological functions of drainage systems;*
The Western Habitat Corridor, Oak Preservation Area, and Riparian Habitat Enhancement Area will create additional buffers along stream systems to protect the natural hydraulic and ecological functions beyond what is required under Chapter 18.12 SMC.
11. *Preserve critical fish and wildlife habitat areas through maintenance of stable channels, adequate low flows, management of stormwater runoff, erosion and sedimentation;*
The development will manage stormwater runoff and control erosion through temporary and permanent stabilization measures. Stormwater runoff generated by new impervious surfaces will be collected in catch basins and conveyed via pipes to an on-site water quality facility. The collection system will be sized to capture off-site sources of runoff currently passing through the site. The Type V stream located in the Riparian Habitat Enhancement Area is fed by spring that will be preserved within the enhancement area. Water quality treatment

will be provided by a biofiltration swale. Runoff will then be discharged via pipe and an exiting rip-rap lined channel to the Columbia River. All stormwater management and erosion control measures will be acceptable to the City's reviewing engineers.

12. *Manage access to critical fish and wildlife habitat areas to protect species which are sensitive to human disturbance;*
Signs around the perimeters of the Oak Preservation Area and Riparian Habitat Enhancement Area will identify the boundaries of the habitat areas and request that people protect the native plants and wildlife. See performance standard 3a under the Goals, Objectives, and Performance Standards subsection.
13. *Maintain or enhance water quality through control of runoff and use of best management practices.*
Stormwater runoff will be treated and appropriate BMPs will be followed. Water quality treatment will be provided by an on-site biofiltration swale. Water quality treatment will be acceptable to the City's reviewing engineer.

SITE DESCRIPTION

The proposed Chinidere Mountain Estates property is located in the City of Stevenson, Washington, in the southwest ¼ of Section 36, Township 3 North, Range 7.5 East of the Willamette Meridian (Figure 1). The property is identified as parcel number 03-75-36-3-0-0500-0 and is surrounded by residential development to the north and west, State Route 14, Burlington Northern Santa Fe (BNSF) railroad, and the Columbia River to the south, and undeveloped land to the east.

The site generally slopes to the south and has two streams that are discussed separately in a memo prepared by ELS (2005). An unnamed Type IV tributary of Vallett Creek per the City of Stevenson's rating is located along the northwestern property boundary. Vallett Creek is located to the west of the western property boundary. An unnamed Type V stream per the City's rating is located within a broad upland swale in the eastern portion of the property. The property was selectively logged in approximately 1995. The central portion is heavily disturbed, lacks mature trees, and has revegetated with non-native, invasive species, including Himalayan blackberry, Scot's broom, grasses, and forbs. A forested swath with a shrub and herbaceous understory is located on the southern property boundary, bordering State Route 14, and along the eastern property line. Patches of mature trees and understory vegetation are present in the north-central and northwestern corner of the property. Twelve Oregon white oak (*Quercus garryana*) trees are present on-site. Seven oaks are located in a forested grove in the northwestern corner of the property with trees that range from 8.8- to 44.7-inches diameter. The remaining five oaks are individually located in the disturbed, north-central portion of the site and range from 12.5- to 19.0-inches diameter.

METHODS

ELS staff inventoried the property for Oregon white oaks and conducted wildlife surveys on September 6 and October 18, 2006. We identified the oaks with uniquely numbered, fluorescent orange flagging and measured the diameter of the on-site oaks using standard forestry protocols for measuring diameter at breast height (dbh). The location of the oaks was surveyed by Trantow Survey, Inc. The drip radius was measured by calculating the distance between the trunk and the outer extent of the canopy (with leaves) in inches. The oak drip radii were converted into areas to determine total canopy cover.

ELS staff conducted wildlife surveys to inventory the wildlife on-site, evaluate the existing habitat for priority species, and identify potential impacts to important habitat and species. During the surveys, we documented any wildlife species that were observed or evidenced by tracks, calls, scat, rubs, holes, burrows, dens, nests, or other signs of wildlife use. In addition to the field surveys, we reviewed pertinent literature and requested agency database information to determine any priority habitats and species within or in the vicinity of the project. Species information was received from the following agencies:

- Washington Department of Fish and Wildlife (WDFW) Habitat and Species Report and Map on September 9, 2005 (Appendix A).
- Washington Department of Natural Resources, Natural Heritage Program Information System Search on September 14, 2005 (Appendix A).

The wildlife surveys were conducted in the fall, rather than in the spring, because of the lack of priority habitats and species identified within or in the vicinity of the property on the WDFW Habitat and Species Map and Report (2005) and the WDNR Natural Heritage Program Information System Search (2005). No raptor nests are identified in the +2.5-mile area queried on the WDFW Priority Habitat and Species Map. A list of wildlife species observed is located in the Functional Assessment section.

PLAN DESCRIPTION

This plan describes a series of mitigation measures that will be implemented to avoid, minimize, and compensate for any impacts to Oregon white oak habitat functions and values.

AVOIDANCE MEASURES

This plan proposes to avoid and preserve the Oregon white oak grove located in the northwest corner of the property, except for nominal clearing for a natural surface path (Figure 2). The preliminary plat layout was redesigned to avoid potential impacts to oaks #3-9 and maintain the current level of habitat functions and values. Approximately two lots were adjusted and a separate tract was designed for oaks #3-9 to ensure that seven Oregon white oak will be preserved in their existing locations. This tract extends southerly from the Oak Preservation Area along the eastern riparian buffer of Vallett Creek and its unnamed tributary, which is identified as the Western Habitat Corridor (Figure 2).

MINIMIZATION MEASURES

In addition to the avoidance measures made possible by the preliminary plat redesign, the following minimization measures will further reduce impacts to Oregon white oak habitat and minimize habitat disruption beyond the extent required to undertake the proposal. The minimization measures are as follows:

1. Install temporary construction barriers around the separate tract identified as the Oak Preservation Area in the northwest corner of the property.
2. Design site grading to avoid construction activity to every extent practicable within the drip line of the trees in the Oak Preservation Area.

COMPENSATION MEASURES

Unlike the grove of oaks in the northwest corner of the property, the five remaining oak trees on-site are located individually in the disturbed, north-central site and will be removed for the proposed development. The applicant will plant specimen¹ Oregon white oak and native shrubs in the Riparian Habitat Enhancement Area associated with the Type V stream, remove non-native, invasive plants from the enhancement area, place horizontal large woody debris from oaks and other trees cleared on-site, and install bird boxes and habitat boundary signs to compensate for potential losses in existing habitat functions and values (Table 1). The Oak Preservation Area and the Riparian Habitat Enhancement Area will be legally protected for conservation purposes and protective language will be incorporated into the CC&Rs.

¹ "Specimen-sized" trees are large balled and burlapped (B&B) trees at least 2-inch caliper (trunk diameter) and at least 10-feet tall from the root collar to the top of the tree.

Table 1. Proposed mitigation for Chinidere Mountain Estates.

Mitigation Feature	Mitigation Details
	- Preserve -
• 7 Oregon white oak	Preserve 7 oaks and existing native understory vegetation in the oak grove located in the northwest corner of the property. Install temporary construction barriers and design site grading to avoid the drip lines of preserved oaks.
• Preserve mature Douglas-fir and snags	Preserve all existing, mature Douglas-fir and snags within the Western Habitat Corridor.
	- Replace -
• 10 Oregon white oak (specimen size)	Plant approximately 2-inch diameter, ≥ 10 -foot tall specimen oak trees in the Riparian Habitat Enhancement Area. See Figures 2 and 3 for the proposed planting locations.
	- Enhance -
• Remove invasive plants & preserve existing mature trees and snags in approximately 0.84 acres	Clear invasive, non-native species, including Himalayan blackberry and English ivy, from the Riparian Habitat Enhancement Area and preserve existing, mature native deciduous trees and existing snags.
• 1,000-1,300 native shrubs	Plant native shrub species in the Riparian Habitat Enhancement Area. See Figures 3 and 4 for the proposed planting locations and Table 4 for the planting specifications.
• 5 horizontal logs	Place a minimum of five ≥ 12 -inch diameter Oregon white oak and Douglas-fir as horizontal logs in the Riparian Habitat Enhancement Area and/or Oak Preservation Area.
• 4 bird boxes	Install a minimum of four bird boxes on existing trees ≥ 12 feet above the ground surface in the Riparian Habitat Enhancement Area and/or Oak Preservation Area. The bird boxes will have varied diameter holes of 1- to 1.25-inches.
• habitat boundary signs	Install habitat signs on metal or wood posts at minimum 50-foot intervals along the perimeters of the Oak Preservation Area and the Riparian Habitat Enhancement Area bordering the development.

GOALS, OBJECTIVES, AND PERFORMANCE STANDARDS

The goal of this Habitat Management Plan is to substantially maintain the existing Oregon white oak habitat functions and values. To accomplish this, the following

objectives and performance standards are appropriate to ensure that this Habitat Management Plan succeeds. The performance standards will be assessed during each year of the three-year monitoring period, which will commence once the development is completed.

Vegetative Structure

Objective 1. Preserve and re-establish Oregon white oak habitat to minimize impacts to the existing oak habitat functions and values.

► *Performance Standard 1a.* Preserve and plant Oregon white oak trees so that the total oak canopy cover of the trees is at least 60 percent of the existing on-site canopy after three years as measured by drip diameters. See Table 2 for the annual performance standards and report percent canopy cover in the annual monitoring reports.

► *Performance Standard 1b.* The survival of the preserved and planted Oregon white oak within the Oak Preservation Area and the Riparian Habitat Enhancement Area will be at least 80 percent in year 3 of the monitoring period. See Table 2 for the annual performance standards and report percent survival in the annual monitoring reports.

► *Performance Standard 1c.* The survival of the native shrubs within the Riparian Habitat Enhancement Area will be at least 80 percent in year 3 of the monitoring period. See Table 2 for the annual performance standards and report the percent cover in the annual monitoring reports.

► *Performance Standard 1d.* The cover of non-native, invasive plants in the Oak Preservation Area and the Riparian Habitat Enhancement Area will not exceed 20 percent during the monitoring period. See Table 2 for the annual performance standards and report the percent cover in the annual monitoring reports.

Table 2. Post-construction annual performance standards.

	Annual Performance Standards		
	Year 1	Year 2	Year 3
TREE STRATUM			
Oak Canopy Cover ¹	≥40% (≥3,201 sf ²)	≥50% (≥4,002 sf)	≥60% (≥4,802 sf)
Oak Survival	100%	≥90%	≥80%
SHRUB STRATUM			
Shrub Survival	100%	≥90%	≥80%
Non-native/Invasive Plant Cover	<20%	<20%	<20%

¹ The annual performance standard for oak canopy cover is measured as a percent of the existing oak canopy cover (8,003 sf).

² sf = square feet

Habitat Features

Objective 2. Install habitat features to favor small mammals and birds to minimize impacts to the existing oak habitat functions and values.

► *Performance Standard 2a.* Install at least five horizontal logs within the Riparian Habitat Enhancement Area and/or Oak Preservation Area. The logs will be selected from Douglas-fir and Oregon white oak trees on-site that are ≥ 12 -inches diameter. The performance standard 2a for objective 2 is completed when the horizontal logs are installed and documented in the year 1 monitoring report.

► *Performance Standard 2b.* Install at least four bird boxes on existing trees within the Oak Preservation Area and/or Riparian Habitat Enhancement Area. The bird boxes will be at least 12 feet above the ground. The performance standard 2b for objective 2 is completed when the bird boxes are installed and documented in the year 1 monitoring report.

Long-term Protection

Objective 3. Provide signage between the habitat areas and the development.

► *Performance Standard 3a.* Install habitat signs on metal or wood posts at minimum of 50-foot intervals along the perimeters of the Oak Preservation Area and the Riparian Habitat Enhancement Area bordering the development. The signs will state language similar to the following: "habitat preservation area boundary" and "please respect native plants and wildlife, protection of this natural area is in your care."

Objective 4. Provide legally binding protection for the Oak Preservation Area and the Riparian Habitat Enhancement Area.

► *Performance Standard 4a.* A permanent and irrevocable conservation covenant will be established for the Oak Preservation and the Riparian Habitat Enhancement Areas. The performance standard for objective 4a is completed when the City approves the conservation covenant and a copy is provided in the year 1 monitoring report.

► *Performance Standard 4b.* Language to protect the native vegetation within the Oak Preservation and the Riparian Habitat Enhancement Areas will be incorporated into the CC&Rs. The performance standard for objective 4b is completed when a copy of the final CC&Rs is provided in the year 1 monitoring report.

RESPONSIBLE PARTIES

The Applicant will be responsible for implementing this Habitat Management Plan, which includes preserving and planting trees and shrubs and installing wildlife habitat features. The Applicant also will conduct the prescribed maintenance and monitoring during the three-year monitoring period or longer if warranted by contingency actions.

FUNCTIONAL ASSESSMENT

EXISTING CONDITIONS

The Chinidere Mountain Estates property was logged in 1995 and is surrounded on three sides by residential development, State Route 14, and the BNSF railroad. Much of the site has been disturbed through logging and clearing activities. Previously disturbed areas are dominated by an extensive thicket of non-native blackberries, and Scot's broom, grasses, and forbs and scattered trees. Patches of overstory trees are present throughout the site and consist of Douglas-fir with a mix of deciduous trees including black and English hawthorn, beaked hazelnut, bigleaf maple, cascara, red alder, black cottonwood, choke cherry, and ornamental apple. The property is not pristine and appears to receive disturbance from the surrounding residential areas. The evidence of human use includes yard debris, fish carcasses, and garbage deposited on the property from the surrounding residences to the north and west, a children's fort in tree in the central portion of the site, and transient camps on the eastern portion of the property. Additionally, the Applicant removed approximately 20 passenger vehicle tires from the site in 2004. The ambient noise levels are moderately high due to the traffic along State Route 14 and the BNSF railroad. The historical and on-going disturbances limit the habitat suitability of the property.

This habitat management plan establishes two corridors of native vegetation and other habitat features to provide similar habitat opportunities for the wildlife species currently using the site.

Reproductive Potential

We observed oak seedlings in the understory in the vicinity of Oaks #5, #8, and #9 during our site investigations. These trees have broad, "mushroom-shaped" crowns because they grow in an open environment and generally produce more acorns than trees suppressed by other overstory trees (Olympia Forestry Sciences Laboratory 2004; Beck 1992). Acorn production varies widely among oak and the success of regeneration depends largely on the availability of fruits that mature and escape predation. Beck (1992) describes oak reproduction as sporadic even under ideal circumstances because of predation, the limited seed viability, the precise germination requirements (≥ 30 percent moisture and cool conditions), and the low survival rate of seedlings if they do germinate. Once a mature fruit falls to the ground, it must have adequate moisture and soil or leaf litter to germinate as a seedling. With the correct environmental conditions, the slow growing seedlings typically emerge in the spring.

The proposed mitigation is designed to minimize impacts to the potential reproductive functions provided by the existing oaks by 1) preserving seven of the oaks and three that are likely acorn producers (oaks #5, #8, #9) in the 0.40-acres of existing, undisturbed forested habitat to be designed the Oak Preservation Area and 2) planting large, specimen-sized oaks in the Riparian Enhancement Area to accelerate the timeframe for reaching reproductive maturity.

Habitat Suitability

The five oak trees to be removed are smaller in stature than the oaks to be preserved and have no broken tops or cavities. The proposed mitigation will directly compensate for loss of oak canopy cover by planting specimen oak trees at a 2 to 1 ratio. To minimize temporal losses in oak canopy cover, the specimen-sized trees will be planted so that the oak canopy cover will achieve a minimum of 60 percent of the existing oak canopy cover by year 3 after the mitigation is completed.

The proposed mitigation is designed to minimize impacts to wildlife habitat functions provided by the existing oak trees by 1) preserving Oregon white oak trees in the Oak Preservation Area and planting specimen-sized oaks in the Riparian Habitat Enhancement Area, 2) planting a three-tiered, native understory in the Riparian Habitat Enhancement Area, 3) installing horizontal logs in the Riparian Habitat Enhancement Area and/or Oak Preservation Area, 4) installing bird boxes in the Riparian Habitat Enhancement Area and/or Oak Preservation Area, and 5) installing habitat boundary signs along the perimeters of the two habitat areas.

WILDLIFE ANALYSIS

The proposed plan has been designed with specific elements to avoid or minimize impacts to the existing habitat of wildlife species or evidence of species (e.g. scat and tracks) that were observed on-site. Although the mitigation is tailored to the wildlife species listed below, the habitat features proposed will benefit all wildlife species common to the area, including insects, amphibians, birds, and mammals.

The following wildlife species were identified on-site during fall 2005 surveys: American crow, scrub jay, common raven, Steller's jay, American robin, song sparrow, dark-eyed junco, spotted towhee, cedar waxwing, European starling, kinglet, bushtit, black-capped chickadee, turkey vulture, northern flicker, chipmunk, rabbit, black bear, Columbia black-tailed deer, and coyote.

Corvids

Corvids, specifically American crows, jays, and ravens, are opportunistic omnivores and may use the site for foraging activities. To minimize impacts to potential corvid foraging habitat, this plan proposes establishing two habitat corridors along existing streams. The Oak Preservation and Riparian Habitat Enhancement Areas will be dominated in the overstory by Oregon white oak, a potential food source for corvids, and existing native trees. Two or three oaks in the Oak Preservation Area are currently producing acorns, as evidenced by the oak seedlings in the vicinity. We anticipate that the planted oaks in the Riparian Habitat Enhancement Area will produce acorns over time as they reach reproductive maturity and will provide a food source for corvids.

Songbirds

Songbirds, such as black-capped chickadee, dark-eyed junco, spotted towhee, bushtit, song sparrow, cedar waxwing, kinglet, European starling, and American robin, likely use the site for foraging, nesting, and roosting activities. This plan proposes the following measures to minimize impacts to songbird habitat following many of the recommendations in Link (1999): 1) install a minimum of five large horizontal logs in the Riparian Habitat Enhancement Area and/or Oak Preservation Area to add mature habitat structure that is currently lacking, 2) plant a mix of native understory shrubs to establish a three-tiered understory canopy in the Riparian Habitat Enhancement Area, 3) install a minimum of four bird boxes with varied diameter entry holes in the Riparian Habitat Enhancement Area and/or Oak Preservation Area, 4) plant specimen Oregon white oak in the Riparian Habitat Enhancement Area, and 5) preserve existing mature trees and snags in the Western Habitat Corridor and Riparian Habitat Enhancement Area. The planting of specimen oaks is designed so that the overstory canopy will meet or exceed 60 percent of the existing canopy cover by year 3 after construction is completed and to minimize temporal losses in canopy cover.

Raptors

No bald eagles were identified during wildlife surveys or on the WDFW Habitat and Species Map (2005). Turkey vultures, which were observed soaring over the site during the September wildlife survey, may use the site occasionally for foraging activities. To minimize impacts to potential raptor habitat, all existing mature conifers and snags will be preserved along the Western Habitat Corridor. Existing mature, native deciduous trees and snags will also be retained within the Riparian Habitat Enhancement Area.

Woodpeckers

Woodpeckers, such as the northern flicker, may occasionally use the site for foraging activities. Northern flickers frequently forage on the ground or downed, rotten logs (Cornell 2003). To minimize impacts to potential woodpecker foraging habitat, the following mitigation measures are proposed: 1) install a minimum of five, large horizontal logs in the Riparian Habitat Enhancement Area and/or Oak Preservation Area to add mature habitat structure that is currently lacking, 2) plant specimen Oregon white oaks in the Riparian Habitat Enhancement Area, and 3) retain existing, mature trees and snags in the Western Habitat Corridor and the Riparian Habitat Enhancement Area. The planting of specimen oaks is designed so that the overstory canopy will meet or exceed 60 percent of the existing canopy cover by year 3 after construction is completed and to minimize temporal losses in canopy cover.

Small Mammals

Small mammals, such as rabbits and chipmunks, likely use the site for foraging and nesting activities. To minimize impacts to small mammal habitat, this mitigation proposes the following: 1) establish two forested habitat corridors along existing

streams to provide aerial pathways for chipmunks, 2) plant specimen Oregon white oaks in the Riparian Habitat Enhancement Area to provide a future oak-dominated overstory, and 3) plant a vegetatively diverse shrub understory in the Riparian Habitat Enhancement Area. The planting of specimen oaks is designed so that the overstory canopy will meet or exceed 60 percent of the existing canopy cover by year 3 after construction is completed and to minimize temporal losses in canopy cover. The increased specimen oaks in the Riparian Habitat Enhancement Area will likely contribute to acorn production, which will enhance foraging habitat for chipmunks and other small mammals over the long-term.

Large mammals

Columbia black-tailed deer, black bear, and coyote may occasionally use the property for limited resting and feeding activities as they migrate through corridors to other habitat areas. When implemented, this mitigation plan will continue to provide limited foraging and resting habitat for these mammals along the two habitat corridors.

IMPLEMENTATION PLAN

PLANTING SCHEDULE AND EQUIPMENT

The specimen Oregon white oaks and native shrubs will be installed in the Riparian Habitat Enhancement Area during the late fall to early spring when the plants are dormant and the soil moisture conditions are favorable for planting (Table 4). The shrubs are intended to create an intertwining, three-tiered understory stratum that provides for wildlife habitat, protection, and food and mimics the existing native understory habitat on-site (Figures 2, 3, and 4). Hand tools will be used for planting trees and shrubs. Heavy equipment will avoid the drip zone of preserved and planted trees and shrubs to prevent soil compaction.

Table 3. Specifications for planting the Riparian Habitat Enhancement Area.

Species	Wildlife Functions	Spacing (feet)	Size ¹	Quantity
TREE STRATUM				
Oregon white oak (<i>Quercus garryana</i>)	Nesting habitat for birds and squirrels/ chipmunks; Acorns provide food for birds and mammals	10-20	≥2-inch diam. & ≥10 ft tall b&b	10
SHRUB STRATUM				
Tall understory				
Vine maple (<i>Acer circinatum</i>)	Nesting habitat for birds; Twigs, buds, seeds provide food for birds and mammals	5	1-gal or 18-36-inch bareroot	175-200
Western serviceberry (<i>Amelanchier alnifolia</i>)	Fruits, twigs, leaves provide food for birds and mammals	5	1-gal or 18-36-inch bareroot	125-150
Beaked hazelnut (<i>Corylus cornuta</i>)	Nesting habitat for birds; Twigs, leaves, fruits provide food for birds and mammals	5	1-gal or 18-36-inch bareroot	125-150
Mid-understory				
Mock orange (<i>Philadelphus lewisii</i>)	Twigs, leaves provide food for mammals	5	1-gal or 18-36-inch bareroot	125-150
Nootka rose (<i>Rosa nutkana</i>)	Nesting and escape habitat for birds; Twigs, leaves, fruits provide food for birds and mammals	5	1-gal or 18-36-inch bareroot	150-200
Common snowberry (<i>Symphoricarpos albus</i>)	Fruits, twigs, and leaves provide food for birds and mammals	5	1-gal or 18-36-inch bareroot	150-200
Low understory				
Tall Oregon grape (<i>Mahonia aquifolia</i>)	Fruits, twigs, and leaves provide food for birds and mammals	5	1-gal	75-125
Sword fern (<i>Polystichum munitum</i>)	Cover for birds	5	1-gal or bareroot	75-125
Total				1,000-1,300

¹ b&b = balled and burlapped; 1-gal = 1 gallon container

SPECIFICATIONS FOR SITE PREPARATION, PLANTING & MAINTENANCE

Prepare Habitat Areas

- Install silt fencing or temporary construction fencing along the perimeters of the Riparian Habitat Enhancement Area, Oak Preservation Area, and Western Habitat Corridor bordering the development.
- Clear the existing non-native species, namely Himalayan blackberry and English ivy, within the Riparian Habitat Enhancement Area.
- Place a minimum of five downed logs within the Riparian Habitat Enhancement Area and/or Oak Preservation Area.
- Rip or till compacted soils prior to planting if necessary.

Plant Specimen Oaks

- Plant the specimen oaks during the late fall to early spring (October-March) at the spacing identified in Table 4.
- Dig the receiving hole least 2 feet wider than the size of the root system and the same width at the top and the bottom.
- Roughen the sides of the receiving hole and remove any rocks or debris.
- Plant the tree with the root collar at ground level or slightly higher (approximately 2 inches) than its original location to allow for settling.
- Backfill the hole with soil about one-half full, lightly tamping to remove any air pockets.
- Water slowly to saturate the soil and remove any remaining air pockets.
- Finish filling the hole with soil. Remove any extra soil rather than mounding it around the base of the plant.
- Construct a temporary berm at the drip line to hold water around the root system.
- Irrigate the root zone again as necessary.

Plant Bareroot/Containerized Shrubs

- Plant the shrubs during the late fall to early spring (October-March) at the spacing identified in Table 4.
- Group the plants in patches dominated by a single species, with patches interspersed among one another.
- All plant materials will be kept cool and moist prior to installation.
- All plant materials will have well developed roots and sturdy stems, with an appropriate root to shoot ratio.
- No damaged or desiccated roots or diseased plants will be accepted.
- Position the planted species' root crowns so that they are at or slightly above the level of the surrounding soil.
- Firmly compact the soil around the planted species to eliminate air spaces.
- Install minimum 3- by 3-foot weed barrier around the base of all planted species. Secure weed barrier with landscape staples.
- Install anti-herbivory devices, such as seedling protection tubes, around the stems of planted species as appropriate. Secure with stakes.
- Irrigate all newly installed plants as site and weather conditions warrant.

- Stake or flag all installed plants to help identify the plants for monitoring.
- The landscape contractor will be responsible for inspecting plant stock prior to and during planting and culling unacceptable plant materials.

Install Bird Boxes

- Install a minimum of four cedar bird boxes on existing trees in the Riparian Habitat Enhancement Area and/or Oak Preservation Area at least 12 feet above the ground surface on posts or existing trees.

Install Habitat Signs

- Install durable, plastic habitat boundary signs at a minimum of 50-foot intervals on metal or wood post around the perimeters of the Oak Preservation Area and Habitat Enhancement Area bordering the development.

Post-construction Protection

No construction, except for a natural surface path, is anticipated within the drip lines of trees to be preserved. If unintentional impacts do occur, then the following repair measures should be implemented as appropriate:

- Prune any damaged roots.
- Spread peat moss or moist topsoil over exposed roots.
- Cut damaged tree limbs above the collar at the trunk or main branch.
- Aerate any compacted soil over the root zone with hand tools or light machinery.

Maintain Habitat Areas

The preserved and planted trees and shrubs will be maintained as often as necessary to ensure that the specified performance standards are met. The maintenance includes the following:

- Inspect the plantings twice annually, or as appropriate, and maintain as necessary to achieve the performance standards specified in the subsection titled "Mitigation Goals, Objectives, & Performance Standards."
- As necessary, irrigate the entire root zone of planted trees and shrubs once every two weeks during the dry season (approximately July 1 through October 15) for the three-year monitoring period.
- Fertilize the planted trees and shrubs as necessary during the monitoring period.
- Remove non-native, invasive vegetation from the habitat areas on a routine basis.
- Replace dead or failed plants to meet the minimum annual performance standards (Table 2). Replaced plants will be installed as described for the original installation.

Minor corrective actions will be undertaken as necessary as a part of routine maintenance and will be documented in the subsequent monitoring report. Corrective actions include, but are not limited to, the following:

- Replant trees or shrubs.
- Implement a fertilizing and irrigating schedule.
- Repair damaged limbs or prune dead branches.

MONITORING PLAN

This Habitat Management Plan establishes a three-year monitoring plan with quantitative performance standards. The monitoring will commence the first growing season after the development is completed and extend for a three-year period. The goal of the monitoring will be to determine if the previously stated performance standards are being met (Table 2). Failure to meet either the annual performance standards during the three-year monitoring period will result in contingency action. Annual reports will be submitted to City of Stevenson and the WDFW by December 31.

VEGETATION

To assess the status of the vegetation within the Oak Preservation Area and Riparian Habitat Enhancement Area, the vegetation monitoring will measure the following:

1. Percent aerial cover of preserved and planted Oregon white oak trees and shrubs
2. Percent aerial cover of non-native, invasive plants
3. Total density of Oregon white oak and shrubs (to determine survival rate)
4. Change in the plant community over time (photographs from permanent photo points)

FAUNA

To assess the development of wildlife habitat, wildlife monitoring will document the following:

1. Presence of large-woody-debris
2. Occupancy of bird boxes
3. Insect use
4. Amphibian use
5. Bird use
6. Mammal use
7. Level of herbivory

SOILS AND HYDROLOGY

If the planted species show poor or failed growth, soil moisture and soil nutrients will also be monitored during the growing season (April-November). If necessary, soil moisture will be monitored monthly during the growing season and soil nutrients will be assessed annually during the growing season. Corrective actions will be taken as

appropriate based on the soil moisture and soil nutrient data. These actions include, but are not limited to, an irrigation and fertilization schedule.

MONITORING REPORT

The annual monitoring reports will contain at least the following:

- Location map and as-built drawing
- Historic description of project, including dates of plant installation, current year of monitoring, and restatement of performance standards
- Description of monitoring methods
- Documentation of large woody debris, bird boxes, habitat signs, and other habitat enhancement features
- Documentation of plant survival, cover, and overall development of the Oregon white oak habitat within the Riparian Habitat Enhancement Area
- Assessment of non-native, invasive plant species and recommendations for management
- Assessment of site hydrology and soils, only if they appear to be limiting plant survival
- Assessment of surrounding land use, use by humans, and use by wild and domestic animals
- Observations of wildlife, including, insects, amphibians, birds, and mammals
- Photographs from permanent photo points
- Summary of maintenance and contingency measures proposed for the next season and completed for the past season

CONTINGENCY PLAN

If the performance standards are not met by the third year of monitoring, or at an earlier time if necessary, a contingency plan will be developed and implemented. All contingency actions will be undertaken only after consulting and gaining approval from the City of Stevenson and WDFW. The applicant will complete a contingency plan that describes 1) the causes of failure, 2) proposed contingency actions, which are listed below, 3) time-frame for completing contingency actions, and 4) whether additional maintenance and monitoring is necessary. The proposed contingency actions are as follows:

- If the Oregon white oak performance standard falls below the minimum 60 percent canopy cover threshold by year 3, then additional specimen Oregon white oak will be planted in the Riparian Habitat Enhancement Area and/or Oak Preservation Area. The additional oaks will be planted at a 1:1 replacement ratio for the percent cover below the year 3 performance standard.
- If a specimen Oregon white oak tree dies during the three-year monitoring period, then an additional specimen oak will be planted in the Riparian Habitat Enhancement Area and/or Oak Preservation Area to meet the annual performance

standards. As necessary to meet the performance standards, additional oak will be planted at a 1:1 replacement ratio for the density below the year 3 performance standard.

- If the cover of understory shrubs falls below the minimum 80 percent survival threshold by year 3, then additional native shrubs will be planted in the Riparian Habitat Enhancement Area to meet the annual performance standards. The additional shrubs will be planted at a 1:1 replacement ratio for the density below the year 3 performance standard.

LEGAL PROTECTION

A conservation covenant will be established for the Oak Preservation and the Riparian Habitat Enhancement Areas as shown on Figure 2. The conditions of this Habitat Management Plan shall apply indefinitely. Neither the Applicant nor the future homeowners association are responsible for acts of nature that damage or kill trees, including sudden oak death syndrome, fungal disease, windthrow, or ice storms.

The homeowners association for Chinidere Mountain Estates will maintain and control all vegetation within the Oak Preservation and the Riparian Habitat Enhancement Areas. The vegetation within the Oak Preservation and Riparian Habitat Enhancement Areas as described in this plan will be protected and conserved in the homeowners association's by-laws to ensure that they are maintained for conservation purposes.

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