

LED LLC  
401 Sommerset Rd  
Woodland, WA 98674

**COVENANTS, CONDITIONS AND RESTRICTIONS**  
**Lots 1, 2, 3 of River Heights Estates Short Plat 02-05-31-3-0-0200-00,**  
**Skamania County, WA**

134910

Declaration of Covenants, Conditions and Restrictions (hereinafter referred to as CC&R's), which the declarant has deemed beneficial for the preservation of value and desirability of the property.

**A. DURATION**

1. The following CC&R's shall run with the land, shall be binding upon and insure to the benefit of all Parties hereto, their successors and assigns and all conveyance of the property or portions thereof, as if set forth in full in such transfers and conveyances. Such CC&R's shall be binding and effective for twenty (20) years from the date hereof, at the end of which time shall be automatically extended for successive periods of ten (10) years, unless a suitable instrument is signed by three fourths of the then property owners of the above described property agreeing to change said CC&R's, in whole or in part, and filed for record.
2. HOWEVER, in the event it appears to the advantage of the property that these CC&R's should be modified then and in the event any modifications desired may be made by an affirmative vote of all of the then owners of the said property, and evidenced by a suitable instrument filed for public record.

**B. DESIGN GUIDELINES**

1. There shall be no manufactured/mobile homes allowed.
2. GARAGES: There shall be a minimum of two fully enclosed vehicle parking spaces, either an attached or detached garage.

3. **OUTBUILDINGS:** All outbuildings (detached garages, sheds, etc.) must be similar to the home and compliment the home in style, in material, color and design.
4. **TEMPORARY STRUCTURES:** No structure of a temporary character, basement, tent, shack, garage, barn or other outbuilding shall be used as a residence. A recreational vehicle may be used as a temporary residence while building, up to a period of one (1) year.

### **C. MAINTENANCE**

1. **GENERAL MAINTENANCE:** Lot owners will be responsible for keeping their lot clean and free of debris, and roadways free of mud, arising from construction activities or maintenance on their lot. Damage caused during construction will be the responsibility of the lot owner/builder. Yards, grounds and buildings shall be kept in a neat and orderly fashion at all times. To maintain a neat and clean look, and prevent a fire hazard, lots (occupied or unoccupied) must be kept in an orderly condition by each lot owner. Non-landscaped or native areas of grass or weeds must be mowed annually for fire safety.

### **D. GENERAL PROVISIONS**

1. **CONSTRUCTION SCHEDULE:** There are no requirements as to when construction shall begin, but each building must be completed within two (2) years from the start of construction.
2. **LAND USE:** There shall be no raising of commercial type of animals, nor shall there be any kennels operated on a commercial basis. Pigs and chickens are not allowed.
3. **GARBAGE AND REFUSE MATERIAL:** No property shall be used or maintained as a dumping ground for discarded equipment, rubbish, trash, garbage or similar material. After initial construction of the residence, all garbage and trash shall be kept in covered containers and disposed of on a regular basis.
4. **NUISANCE:** No obnoxious or offensive activity shall be carried on upon any lot, nor shall anything be done on any lot which is, or may become an annoyance or nuisance to the neighborhood.

## **E. ENFORCEMENT**

1. Failure on the part of any lot owner to comply with the aforementioned CC&R's, after notice from the other lot owners, the other lot owners shall have the right, through his/her agents and employees to enter upon the lot which has been found to violate the foregoing standards in order to repair, maintain, and/or restore the lot to such standards. The costs for such work shall be a special assessment on such owner and his lot only.

All Covenants, Conditions and Restrictions herein shall be binding upon and inure to the benefit of all present and future owners and purchasers of land described on Page 1 and any and all persons having any right, title, estate, lien, claim or interest therein, their heirs, legal representative, successors or assigns. The failure on the part of any said parties at any time to enforce any of said CC&R's shall in no event be deemed a waiver thereof, nor shall the invalidation of any one of said CC&R's herein by judgments or court order affect any of the provisions hereof which shall remain in full force and effect.

Should any suit or action instituted by any party affected by these CC&R's, or to restrain the violation of any thereof, after demand for compliance therewith, and failure to comply with such demand, then and in either of said events, the prevailing party in such suit or action shall be entitled to recover therein such sum as the court may adjudge reasonable attorney's fees in such suit or action, in addition to statutory costs and disbursements.

It is the responsibility of each property owner to maintain their property in the fashion set out in the Covenants, Conditions and Restrictions above. Any damage caused to existing conditions, properties or roadway by a specific act of a property owner, their builder, agents or assigns, shall be the sole responsibility of that property owner to correct or repair that damage.

The Covenants, Conditions, Restrictions and Maintenance Agreement are binding and shall run with the land commonly known as "lots 1, 2, 3 of River Heights Estates Short Plat #02-05-31-3-0-0200-00, Skamania County, WA.