

WHEN RECORDED RETURN TO:

Rick & Julie May
P.O. Box 946
Stevenson, WA 98648

DOCUMENT TITLE(S)

Hidden Pond CC&R^s

REFERENCE NUMBER(S) of Documents assigned or released:

2015002608

☐ Additional numbers on page ____ of document.

GRANTOR(S):

Rick V. May / Julie Fitzpatrick-May

☐ Additional names on page ____ of document.

GRANTEE(S):

Matthew Rivera / Sindy Rivera

☐ Additional names on page ____ of document.

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

BLA 2014-04 AFN #2015002608 / recorded 12/7/05
New lot 17 & 18

☐ Complete legal on page ____ of document.

TAX PARCEL NUMBER(S):

030736440-40000 & 030736440-40200

☐ Additional parcel numbers on page ____ of document.

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

Declaration of Covenants, Conditions and Restrictions for

Hidden Pond

Stevenson, Washington

June 2017

Unofficial
Copy

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**DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS
FOR THE HIDDEN POND COMMUNITY**

1. DEFINITIONS

1.1 "Declaration" - Shall mean and refer to this original Declaration of Covenants, Conditions and Restrictions and all Supplementary Declarations applicable to the properties of Hidden Pond.

1.2 "Declarants" - Shall mean and refer to Rick V. May, Julie Fitzpatrick-May, and Matthew Rivera and Sindy Rivera, their successors or assigns, provided such successor or assigns shall own some portion of new lot 17 and 18, as noted below, or adjacent tax parcel numbers #30736440-40000 or #30736440-40200.

1.3 "New Lot 17" - Shall be the approximately 0.77 acre parcel known in Skamania County, Washington as tax parcel #30736440-40300. This parcel is more fully described in the attached legal description and BLA (Boundary Line Adjustment) Plot Plan.

1.4 "New Lot 18" - Shall be the approximately 1.01 acre parcel known in Skamania County, Washington as tax parcel #30736440-40400. This parcel is more fully described in the attached legal description and BLA (Boundary Line Adjustment) Plot Plan.

1.5 "Lot" - Shall mean and refer new lot 17 or new lot 18, as shown within the attached existing recorded plot map and/or boundary line adjustment map.

1.5 "Lot Owner" - Shall mean the legal owner or owners of a "Lot" within the development.

1.6 "Property" - ("Properties") Shall mean and refer to that certain real property of the Hidden Pond Development, as set forth in the plat map.

1.7 "Hidden Pond" - Shall mean all existing and further lots, located within parcel #30736440-40300 and #30736440-40400, including private roads, driveways and road easement areas, along with any open space or common use areas included, or to be included within the development in the future.

1.8 "BLA" - Shall mean the subject's boundary line adjustment or adjustments, as noted in the attached plot map.

2. USE AND OCCUPANCY RESTRICTIONS

2.1 Single Family Residential Use - Lots shall be used for single-family residential purposes only. No business or commercial activity of any kind or nature that involves significant public traffic or noise, posing a nuisance to neighboring use, or changes the residential character of the neighborhood shall not be allowed. This includes Bed and Breakfasts and seasonal room rentals. No Lot shall ever be further split, subdivided, divided or a common boundary line adjusted without prior zoning and land division approval by the City of Stevenson. No more than one (1) residential dwelling and one accessory dwelling unit will be built, maintained or placed upon new lot 17 and new lot 18, without the express written permission of the Grantors, or the Grantors heirs, assigns or successors.

2.2 Private Road Maintenance Agreement – Access to parcel #30736440-40300 and #30736440-40400 is by a shared driveway. This shared driveway allows permanent access from Kanaka Creek Road. This is a private road and therefore not subject to maintenance or reconstruction by the City of Stevenson or Skamania County Road Departments. Accordingly, each Lot Owner will share, as appropriate, in the costs of maintenance, snow removal, resurfacing and other such activities needed to keep the road in a safe condition. The owners of New Lot 17 and New Lot 18 will each pay one-half (1/2) of the costs to maintain this private drive from Kanaka Creek Road to the Northeast corner of the parcel known as "New Lot 17". The remainder of the private roadway from this point to the respective home sites for New Lot 17 and New Lot 18 will be the responsibility of the owners of these separate parcels.

2.3 Lot Maintenance and Storage - All private driveways shall be maintained by Lot Owners to prevent dust and to reduce soil erosion. No Lot shall be used in whole or in part for the storage or dumping of rubbish, or of any property or thing that will cause such Lots to appear in an unclean or untidy condition, or that will be obnoxious to the eye. No substance, animal, thing or material may be kept upon any Lot that will emit foul or obnoxious odors or that will cause noise that will disturb the peace, quiet, comfort or serenity of the occupants of the other Lots. All clotheslines, service yards, and storage piles shall be kept screened so as to conceal them from view of neighboring Lots, roads or common areas. Lot Owners shall keep their property free of discarded building materials, and unused equipment. All materials and equipment shall be stored in appropriate garages and storage buildings.

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

2.5 Trailers, Pre-Fabricated or Temporary Structures - No trailer home, pre-fabricated home, mobile home, or temporary home or poor quality storage structure shall be placed or erected upon any of said Property as the main structure. Temporary structures will be allowed for up to 12 months during construction of a permanent dwelling on the Lot. Trailer or RV storage will be allowed, once the main dwelling is completed.

2.6 Animals, Farming and Hunting - Outdoor animals are restricted to three dogs and three cats per Lot. We are not opposed to chickens as long as good husbandry practices are established and all items of 2.3 are met. The Declarants shall have the authority to determine whether a particular pet is a nuisance or a source of annoyance and any such determination shall be final and conclusive. No hunting shall be permitted. No commercial breeding, farming, ranching or other agricultural activity shall be permitted, except a personal garden.

2.7 Vehicles - Motorized vehicles shall be permitted only on roads and driveways. Recreational use of ATVs and dirt bikes is not permitted within the perimeters of Hidden Pond development. No vehicle which is not in operating condition shall be parked or left anywhere on any Lot other than inside a garage or out building, except for emergency repairs or periods of not more than thirty (30) days.

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

2.9 Nuisances Prohibited - No noxious or offensive activity shall be carried out upon any the Hidden Pond Development. Nor shall anything be done thereon which may become a nuisance as such as defined by the laws of the State of Washington, City of Stevenson or Skamania County. Nothing shall be done or maintained on any portion of Hidden Pond that may be or may become an annoyance, or a nuisance to the neighborhood, or other Lot Owners or detract from the value of the Hidden Pond Development. The Declarants shall determine, whether any given use of a Lot unreasonably interferes with the rights of the other Lot Owners to the use and enjoyment of the respective Lots, or of the common areas, if any. Such determination shall be final and conclusive.

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

2.11 Variances - During the period of Declarant Control, variances from the covenants, conditions and restrictions of this Declaration may be granted by the Declarants. The Declarants may grant reasonable variances from the strict compliance with the provisions of this Declaration in the case of undue hardship, but which will not alter the overall character of the Hidden Pond Development. The Declarants, at any written request for variance, delivered to the Declarants, will consider the requested variance within 45 days. All decisions by the Declarants will be considered final.

3. EASEMENTS

3.1 Easements on Plat - The Lots are subject to the easement or easements as shown on the plat, or as recorded.

4. ARCHITECTURAL REQUIREMENTS

4.1 Architectural Review Committee Discretion - The Declarants may, at their sole discretion, deny any building application, if the Declarants reasonably finds the proposed work would be inappropriate for the particular Lot. Location, shape, size, design, height, exterior lighting, effect on the enjoyment of other Lots or the Common Area, effect on an easement and any other factors which the Declarants reasonably believes to be relevant may be taken into consideration by the Declarants in making the decision. Architectural approval is to be designed to help development value and approval cannot be unreasonable withheld by the Declarants.

4.2 Approval of Development and Building Plans - Before construction may begin on any Lot the Owner of that Lot shall submit to the Declarants for architectural review and approval (1) working plans and specifications for the proposed structure. Items of particular importance include (a) the proposed site plan showing the location, layout dimensions and configuration of the proposed structures as well as proposed landscaping and fencing if necessary, and (b) the exterior elevations specifying materials, and (c) a picture, sketch, or drawings as would be helpful. Within twenty-one (21) days or less after the plans are submitted, the Declarants shall review the plans and the Owner shall be advised in writing as to the Declarant's decision. The Owner may also physically meet with the Declarant and discuss the project at any agreed to time. One (1) full set of plans will be returned to the Owner with any required changes designated, if any. No structure shall be commenced without the written approval of the Declarants, which cannot be unreasonably denied.

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

4.4 Completion of Construction - The construction of any building on any Lot, including painting and all exterior construction will present a finished appearance when viewed from any angle. Exterior construction must be completed within two years of commencement, but may be extended with written agreement from the Declarant. In the event of any undue hardship due to weather conditions, this provision may also be extended for a reasonable length of time upon written approval from the Declarants. The building area shall be kept reasonably clean and in workmanlike order during the construction period.

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

4.6 Damages Waiver - The site and architectural review process is being conducted solely for the aesthetic and environmental purpose of these covenants. The Declarants shall not be liable for damages to anyone so submitting plans for approval or to any Lot Owner by reason of errors in judgment, negligence or non-feasance of Declarants, their agents or employees, arising out of or in connection with the approval, or disapproval, or failure to approve any such plans. Anyone submitting plans for approval hereunder shall, by submitting such plans, and any Owner by so acquiring title to any of the property covered hereby, waives his claim to any such damages sustained.

5. ARCHITECTURAL GUIDELINES

No structure, including allowed appurtenant outbuildings or fences, shall be erected, constructed, maintained or permitted upon any lot or any other part of the property except in accordance with applicable zoning, land use, and building ordinances and the rules and regulations created in accordance with this Declaration. Further, each such structure shall only be located, erected, constructed, and maintained in accordance with the following:

5.1 Design Standards

5.1.1 Construction Quality - A high quality of architectural design shall be encouraged in approving all new construction at Hidden Pond. Manufactured homes, mobile homes, lower quality modular homes, and low-quality site-built homes will not be allowed.

5.1.2 Exterior Finishes - High-quality, natural wood and stone exterior materials are encouraged, but are not required. Low quality exterior finishes – including fiberglass, aluminum and T-1-11 siding are not allowed. Board and batten-type exterior finishes may be allowed in conjunction with higher architectural design quality. Subordinate use of some lower quality finishes for such as landscape fences may be approved by the Declarants.

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

5.2 Protection of Views

5.2.1 Building Height - All buildings will be subject to a height limitation of thirty five (35) feet, measured from the top of the foundation to the top of the roof. Height of the foundation shall not exceed five feet from ground level. All buildings will not be constructed on areas with substantial fill.

5.2.2 Site Location - In approving site location, the Declarants shall consider the protection of Columbia River and territorial views to adjacent Lot Owners as well as the applicant.

5.3 Dwelling Size - The finished living space of any dwelling - exclusive of open porches and garages - shall not be less than one thousand, two hundred (1,200) square feet, unless prior written approval has been obtained from the Declarant.

5.4 Finish Color - Stains and paints in non-reflective, natural, earth tone or muted colors are encouraged, but not outright required.

5.5 Roofing Materials - Roofs are to be constructed with architectural shingles unless otherwise approved by the Declarants. Fire retardant materials will be encouraged.

5.6 Tanks - Any tanks for any use in connection with any residence constructed on the property must be buried or walled in sufficiently to conceal them from view from the other Lots, roads and streets. Storage of auto fuels is not allowed.

5.7 Fences - All fences, screens and similar structures shall be no more than six feet in height and shall not obstruct any Lot's view and are subject to Declarants approval.

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

5.9- Underground Utilities - All telephones, power, natural gas, cable television and other communication lines not yet installed shall be placed underground.

6. GENERAL PROVISIONS

6.1 Enforcement - The Declarants, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Declarants 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.

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

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

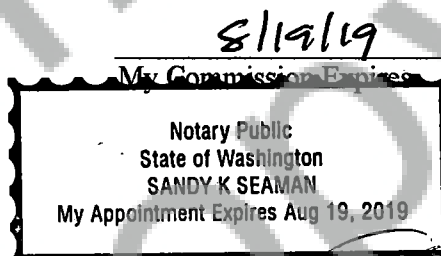
6.4 Limitation of Liability of Declarant - Neither Declarant or Declarants shall be liable to any owner on account of any action or failure to act in performing its duties or rights hereunder.

DECLARANTS:

Rick V. May
Rick V. May
Dated: 7/26/2017

Julie A. Fitzpatrick May
Julie A. Fitzpatrick May
Dated: 7/26/17

[Signature]
Notary Public for Washington
Dated: 7/26/17

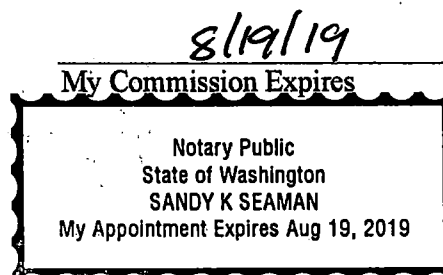


NEW LOT 17 OWNERS:

Matthew Rivera
Matthew Rivera
Dated: 7/26/2017

Sindy Rivera
Sindy Rivera
Dated: 7-26-17

[Signature]
Notary Public for Washington
Dated: 7/26/17



N64°04'E ALONG THE NORTH LINE OF BLOCK 2,
SECOND ADDITION TO MELDAN ACRE TRACTS, A
PLAT OF RECORD IN BOOK A, PAGE 96

DATE OF SURVEY: MAY/JUNE/AUGUST 2014

SURVEY CREW: HALCUMB

EQUIPMENT: TRIMBLE S6 ROBOTIC TOTAL STA (2 SEC.)
& TRIMBLE R8 GNSS BASE AND ROVER

METHODS: FIELD TRAVERSE/LEAST SQUARES ADJUSTMENT

RECORDED SURVEY BY KC DEVELOPMENT IN
/ AF#2014-001663 ON OCTOBER 2, 2014.

R1 STEVENSON PARK ADDITION
R2 LOT 8, BLOCK 1 & 2, STEVENSON PARK ADDITION.
R3 MELDAN ACRES (A-84)
R4 SECOND ADDITION TO MELDAN ACRE TRACTS (A-96)
R5 COUNTY ROAD PLATS FOR KANAKA CREEK ROAD, RD.
NO. 2062, 11-17-58 & 6-5-72
R6 SURVEY IN BOOK 2, PAGE 215
R7 SURVEY IN BOOK 3, PAGE 419
R8 TERRY SMITH SHORT PLAT BOOK 7, PAGE 114
R9 SURVEY IN AF#2006163095
R10 SURVEY IN AF#2011179428

THERE WAS A "MAP AND PROFILE OF PERM. HGNY. NO. 16" (KANAKA CREEK ROAD) PREPARED BY THE COUNTY ENGINEER AND APPROVED ON NOV. 6, 1930. THIS MAP SHOWS A RADIUS OF 359.1' FOR THE CENTERLINE CURVE ADJACENT TO "OLD LOT 16" AS DEPICTED HEREON. THE SUBSEQUENT ENGINEER'S ROAD MAPS, REFERENCED ABOVE AS R5, SHOW A RADIUS OF 573.00 FEET FOR THIS CENTERLINE. THESE MAPS DEFINE THE APPARENT RE-ALIGNMENT OF THE HIGHWAY AND THEIR DATA IS HELD HEREON.

A PORTION OF THE SHEPARD DONATION LAND CLAIM,
SITUATED IN THE SOUTHEAST 1/4 OF THE
SOUTHEAST 1/4 OF SECTION 36, TOWNSHIP 3 NORTH,
RANGE 7 EAST, W.M.,
SKAMANIA COUNTY, WASHINGTON

NOVEMBER 11, 2015

FOUND 5/8" REBAR WITH
RED PLASTIC CAP
INSCRIBED "KLEIN &
ASSOCIATES WA 42690".
SET R10, 0/S 20.36'
FROM CENTERLINE

FOUND 1 1/2" IRON PIPE
WITH 1/2" REBAR, NO
RECORD, O/S 26.09'
FROM CENTERLINE

P.C. STA 31+60.90
(RS-HELD)

UND 5/8" REBAR WITH
O PLASTIC CAP (NOT
IBLE), SET R10, O/S
82' FROM CENTERLINE

CURVE DATA
R=593.00'
L=162.37'
D=15°41'18"

FOUND MONUMENT AS NOTED

SET 5/8" X 30" IRON ROD WITH YELLOW
PLASTIC CAP INSCRIBED "KC DEV. LS
38028" IN JUNE & AUGUST OF 2014

(R) RECORD DATA PER REFERENCE AS SHOWN

(D) DEED DATA

BLA LOT	PARCEL NUMBER	DEED / PLAT	OLD AREA (SF)	OLD AREA (ACRES)	NEW AREA (SF)	NEW AREA (ACRES)
A	3073644040000	AF#2013000696	263070	6.039	113608	2.608
B	Part of 3073644040200	AF#2012181944	120776	2.773	198402	4.555
C	Part of 3073644040200	LOT 17, BLOCK 2, SECOND ADDITION TO MELDAN ACRE TRACTS (A-96)	2500	0.057	33335	0.765
D	Part of 3073644040200	LOT 18, BLOCK 2, SECOND ADDITION TO MELDAN ACRE TRACTS (A-96)	3043	0.070	44045	1.011
TOTAL			389389	8.939	389390	8.939

THIS BOUNDARY LINE ADJUSTMENT IS EXEMPT
FROM CITY AND STATE PLATTING REGULATIONS
AS PROVIDED BY REV 58.17.040(6).


CITY PLANNING DIRECTOR



PREPARED FOR
RICK AND
JULIE MAY
PREPARED BY

