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Request of: MELODEE ERICKSON



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When recorded return to:

Melodee Erickson
President of River Edge Acres Property Owners Association
PO BOX 1170 Washougal, WA 98671

DOCUMENT TITLE(S): Second Amended Declaration of Covenants, Conditions and
Restrictions for River Edge Acres

GRANTOR(S): River Edge Acres Subdivision

GRANTEE(S): River Edge Acres Subdivision

LEGAL DESCRIPTION (abbreviated form: i.e., lot, block, plat, section, township, range, quarter):

SW . SEC 26 T2N R5E WM;
SE . SEC 27 T2N R5E WM, Skamania County, WA
VOL B P. 96-7 AF 131745 6198

ASSESSOR'S PROPERTY TAX PARCEL/ACCOUNT NUMBER:

2-5-26-1600; 2-5-26-1700; 2-5-27-400; 2-5-27-500

02-052600160000 02052600170000 02052700040000 02052700050000
REFERENCE NUMBER(S) OR RELATED DOCUMENT(S): 131746

**SECOND AMENDED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR RIVER EDGE ACRES**

Pursuant to the laws of the State of Washington, and any applicable laws or rules of
Skamania County Washington; and pertaining to and affecting real property owned by
Declarants named River Edge Acres; and to their heirs, successors or assigns in interest to which this
Declaration of Covenants, Conditions and Restrictions; notice is hereby given.

TO THE PUBLIC:

KNOW ALL MEN BY THESE PRESENTS, that the Lot owners of River Edge Acres (hereinafter referred to as "Declarant"), do hereby declare as follows:

WITNESSETH:

WHEREAS, Declarant hereby certifies and declares it has established and does hereby establish the following general plan, including, but not limited to, the Declaration of Covenants, Conditions and Restrictions herein defined, for the improvement, protection and benefit of property in River Edge Acres, and its heirs, assigns and/or successors in interest; to which these declared Covenants, Conditions and Restrictions shall be made applicable by this Declaration of the owner or owners or dedicator of any such plat, or plats which individually and collectively, are referred to herein as "River Edge Acres", located in Skamania County Washington, and legally described in Exhibit A attached hereto and by this reference incorporated herein fully; and

WHEREAS, Declarant does hereby establish the following Covenants, Conditions and Restrictions to which each and all lots and parcels, single family dwellings, and residential units and lots of every kind and nature and to any other buildings of any nature or purpose in River Edge Acres and anything contained therein, all of which are herein referred to as "Lots or Parcels" are hereafter subject to, and shall be held, used or occupied, eased, sold, assigned or conveyed subject to these provisions; and

WHEREAS, said Covenants, Conditions and Restrictions each and all of which shall run with the land and shall inure to the benefit of, be imposed upon, and pass to the successors in interest of each and all said lots and parcels as a servitude in favor of and enforceable by the owner or owners of any other of such lots.

NOW THEREFORE, IT IS HEREBY DECLARED AS FOLLOWS:

This Amended Declaration of Covenants, Conditions and Restrictions entirely replaces and supersedes the Declaration of Covenants, Conditions and Restrictions recorded under Skamania County Auditor's File No. 131746 and 134796

SECTION 1. COVENANTS, CONDITIONS AND RESTRICTIONS

1.1 LAND USE. The general plan for location of lots, parcels and easements shall be specified in the recorded plat of River Edge Acres. Only single family dwellings with attached garages, (or if garages are detached they must be 2 car minimum) and barns, and outbuildings, and related units, including guest residence subject to Skamania County approval, and amenities related to any thereof, shall be constructed or maintained in areas designated for residential purposes only; provided, exceptions or variances may be allowed if first approved in writing as provided in Section 1.9.

Owner's personal recreational vehicles and boats may be stored on the property, but not lived in or hooked up to any sewer or septic system unless used as guest accommodations or as a primary residence for up to 18 months while constructing a new residence.

No portion of the property within River Edge Acres shall be used in whole or in part for the storage of any property or thing that will cause such property to appear unclean or untidy or that will be obnoxious to the eye as determined an affirmative vote of two-thirds (⅔) of the owners of lots in River Edge Acres. No inoperable motor vehicles shall be stored on the property, unless fully enclosed in a garage or barn, or out of general public view and subject to Skamania County regulations.

Until such a time that sewer is available, all sewage disposal shall be by means of septic tanks of an approved type construction and outlets in accordance with the regulations of the Southwest Washington Health District; all mound systems to be constructed to minimize the slope of sides in order to make mounds more aesthetically pleasing.

Manufactured homes shall be permitted only on lots 9, 10, 11, 12, 13 and 14 provided they are not older than five years at time of placement and have a minimum square footage of 1000 square feet.

All homes constructed by conventional methods (stick built) shall have a minimum square footage of 1000 sq. ft. and 500 sq. ft. for an Auxiliary Dwelling Unit (ADU). Relocated existing homes are prohibited.

1.2 FENCES, HEDGES, AND WALLS. No planting or structure obstructing vision at roadway intersections or driveways, shall be permissible or maintained. Installation and maintenance of retaining walls that are required and approved in writing by the owners of River Edge Acres due to topographic conditions of individual lots are the sole and absolute responsibility of the property owner and are not the responsibility of the Declarant, its successors and assigns, or the other owners of lots in River Edge Acres.

1.3 FARMING/ANIMALS. Small farming may be permitted, but there shall be no commercial raising of dogs, pigs, cattle, poultry, or fur-bearing animals, nor shall there be any kennels operated on a commercial basis. Household pets may not be kept, bred, or maintained for commercial purposes. Dogs and cats and other animals and reptiles shall be controlled as provided by ordinance of Skamania County and shall not be permitted to run free or otherwise to be or become a nuisance or a source of annoyance to other residents.

1.4 USE OF PROPERTY. No dwelling is to be used for the conduct of business or for any commercial purpose unless prior written approval is obtained from the Rivers Edge Acres owners and such use meets the requirements of any applicable provisions of the County of Skamania for home occupation type business. No oil or gas well, mine or quarry, or equipment thereof and no appliance or structure for business purposes shall be located or operated on any said property. Garbage and other waste shall be kept in sanitary containers away from public view and regularly disposed of monthly. It is the obligation of each and every resident or unit owner to strictly comply with Skamania County Code pertaining to public disturbances, noise, or any other rule or regulation pertaining to the same.

1.5 SIGNS. No sign shall be erected or displayed upon any lot, unit, parcel, or building for commercial purposes, but "for sale" signs of the usual size used in the real estate trade are permitted. One sign for an approved business via a waiver for a permitted home occupation not exceeding four square feet is allowed.

1.6 LANDSCAPE AND MAINTENANCE. All yards, pastures and growth thereof shall be maintained and cultivated to minimize fire hazard. Because of winds, and the resulting fire danger, brush and other cover which would burn easily shall not be allowed to accumulate.

1.7 SLOPE AND DRAINAGE EASEMENTS. Each owner will not block, hinder, or interfere with the established drainage pattern over such owner's land from adjoining or adjacent land.

1.8 NUISANCE. Off road vehicles & motorcycles shall have adequate mufflers and shall not be operated so as to cause a nuisance to neighbors.

1.9 GRANT OF WAIVERS OR CONSENTS. Jurisdiction and authority to grant or extend exceptions, variances, waivers and consents contemplated by the foregoing Section 1.1 through 1.8, inclusive, shall require at least 30 days advance notice to parcel owners. An affirmative vote of two-thirds (2/3) of the owners of River Edge Acres, is required to make, grant or extend exceptions, variances, waivers and consents contemplated by the foregoing Sections 1.1 through 1.8 inclusive.

SECTION 2. COMMON USES

DEFINITION. Within River Edge Acres, Declarant may propose to construct certain community facilities for the use, service, or benefit, in common, of the residents of River Edge Acres, or specific portions thereof. These uses are herein referred to as "Common Facilities" and include, with specific exceptions defined below, the private roads other than those which shall have been accepted by Skamania County and incorporated into its road system and as set forth on the final plat of River Edge Acres. Such "Common Facilities" may also include other community uses approved by an affirmative vote of two-thirds (2/3) of the lot owners within River Edge Acres.

SECTION 3. PRIVATE ROADWAY

The owners of River Edge Acres shall provide for the maintenance and operation of a private roadway as shown and described as "Cedar Falls Road" on the final plat of River Edge Acres.

3.1 RESPONSIBILITY FOR ROAD MAINTENANCE. Each owner of a lot within River Edge Acres, and all owners collectively, are responsible for the maintenance of the private roadway within the River Edge Acres plat. The private roadway shall be maintained in good, passable condition under all traffic and weather conditions. The owners of River Edge Acres shall share equally the costs of expenses of maintenance, repair and/or restoration and construction of the roadways. Notwithstanding the provisions of Section 4.1 or the termination of these Declarations, the lot owners and their successors and assigns, devisees and real estate vendees shall remain jointly liable and severally liable for the maintenance, repair and/or restoration and construction of the private roadway servicing the River Edge Acres plat. Maintenance is on a per lot basis. There are 14 lots. If additional lots are legally created within River Edge Acres, then each additional lot shall assume its pro-rata share of road maintenance.

3.1.1 At the discretion of the Declarant, The roadway providing access to and through River Edge Acres may also serve other adjacent parcels for access and utilities. Each respective parcel added shall be bound by the road maintenance and assessment requirements governing River Edge Acres as set forth in this section. These adjacent parcels, if created, and if allowed access shall also contribute to road maintenance of the road through River Edge Acres on a per lot basis. Participation in road maintenance of the road through River Edge Acres shall be a condition of using such road by the adjoining lots. Declarant hereby reserves the right, by an affirmative vote of two-thirds (2/3) of the lot owners of

River Edge Acres, to grant a non-exclusive easement, for ingress, egress and utilities to adjoining properties, over the private road through River Edge Acres, subject however to these road maintenance provision. If additional road improvements are required by the county as a condition of providing access to these adjoining lots, all additionally required road improvements shall not be the responsibility of the owners of lots in River Edge Acres.

3.1.2 Annually, no later than on the second Saturday of March, the owners of all lots shall have a meeting to decide what maintenance is required to be performed on the road for the upcoming year. Each lot shall be entitled to one vote. A quorum for the meeting shall be 7 lots. If additional lots are required to maintain the road, the quorum increases by $\frac{1}{2}$ for each such additional lot added. Once quorum has been met, then the following may be decided or determined:

3.1.2a The type and frequency of road maintenance to be performed, which shall include, at a minimum, annual grading and placement of additional gravel, the cleaning of all drainage ditches and culverts, and overhanging branches as needed.

3.1.2b The method of assessing costs as set forth above.

3.1.2c The party who shall be responsible for collecting and disbursing the road repair funds.

3.1.3 The two-third majority of those persons present at the meeting need to approve repairs and maintenance to the roadway to keep it in its original condition. However, ninety percent of all parties obligated under these covenants need to approve any paving or major improvements to said road.

3.1.4 Non-payment of road assessments shall cause a lien in the amount of the assessment to be filed against the defaulting owners of land served by the road. Until the road assessment has been paid in full, the owner shall no longer be entitled to vote upon road maintenance issues. The party to whom the assessment is owed shall be entitled to foreclose on the lien as permitted by Washington statute.

3.1.5 The party responsible for arranging road maintenance or repair must seek to obtain a minimum of two itemized bids from licensed, bonded and insured contractors. The lowest qualified bid is awarded the task. Any deviation, including work done by property owners must have an affirmative vote of two-thirds ($\frac{2}{3}$) of parcel owners that pay dues for road maintenance.

3.1.6 The party responsible for arranging road maintenance or repair must collect and produce documentation on contractor search and selection.

3.1.7 Work completed by lot owners of River Edge Acres shall not incur liability to River Edge Acres property owners, either individually or collectively, resulting from injury or loss, except as required by law.

3.1.8 Cedar Falls Road is not a county road or a city street and the County of Skamania, State of Washington, has no responsibility or obligation as to the maintenance, construction, repair, or snow removal of said road until such time as Skamania County accepts said road into the county road system.

3.2 LEVY OF PRIVATE ROADWAY AND MAINTENANCE ASSESSMENTS. The owners of River Edge Acres shall levy and collect assessments for the maintenance, construction repair and/or restoration of the

private roadways within River Edge Acres from each owner of a lot, parcel or combination of or parcels on a per lot basis, regardless of whether a dwelling has been built upon the lot.

3.2.1 Each and every calculation and assessment made pursuant to the terms of this Section shall be enforceable by the owners of River Edge Acres in the manner set forth in Section 4.2 of these Declarations.

3.2.2 Each such unpaid assessment shall bear interest at the rate of twelve percent per annum from the date that it is 30 days past due. All reasonable costs of collection of the assessment and also including reasonable attorney fees (whether or not a suit is filed, and including any appeal from any court decision), incurred in the collection thereof, shall become a charge and lien against the respective lot, and shall remain a continuing lien on the lot against which the assessment is made until paid in full. This lien may be enforced by a suit in law or equity.

SECTION 4. GENERAL PROVISIONS

4.1 TERMS

TERMINATION

All of the covenants, conditions and restrictions herein contained shall apply to all lots in River Edge Acres and shall be binding upon all parties claiming title thereto, until January 1, 2017, at which time these Covenants, Conditions, and Restrictions shall automatically extend for successive periods of ten (10) years; unless prior to January 1, 2017, or at the end of any such ten-year (10-year) extension, 30 days written or electronic notice is given by those persons proposing termination. Thirty days after such notification is given, an affirmative vote of two-thirds (2/3) of lot owners of River Edge Acres is required to terminate these Covenants, Conditions and Restrictions.

CHANGES

Any lot owner of River Edge Acres who wishes to change, supplant or rescind any of these Covenants, Conditions and Restrictions must provide written or electronic notification of the particulars of the proposed changes to all lot owners. The persons proposing such changes may call for and schedule a vote, which may be cast either in person or electronically, at a date which would allow at least thirty (30) days for consideration of the proposals. An affirmative vote of two-thirds (2/3) of parcel owners is required to change, supplant or rescind any particulars of this agreement whereupon such change shall be binding upon all owners of lots and parcels in River Edge Acres and its successors in interest and the occupant of such lots and parcels. For all voting referred to herein, the lot owners may assign proxy to another lot owner or may vote virtually through electronic or paper means.

4.2 ENFORCEMENT. Should any covenant or restriction then in effect be violated, or should an attempt be made to violate any such covenant or restriction, any person owning a lot or parcel in River Edge Acres may prosecute any proceedings in law or in equity to restrain or abate such violation against the responsible person. Costs, expenses and reasonable attorney fees incurred by the River Edge Acres owners shall constitute a lien thereon against the defaulting (violating) lot.

4.3 SUBORDINATION. Any breach of the covenants and restrictions contained herein, including a re-entry by reason of default; or judgment or lien resulting therefrom; shall be subordinate to any mortgage or Deed of Trust executed before the effective date of these covenants, or hereafter executed in good faith and for value encumbering a lot or parcel and these enforcement provisions shall only be binding upon and effective against an owner, or subsequent owner occupying the land, but not against a lender or holder of any mortgage or Deed of Trust. A bonafide purchaser for value or mortgage or beneficiary under a Deed of Trust, without actual or constructive notice of an existing breach of the Covenants, Conditions and Restrictions contained herein shall not be bound thereby; provided, in River Edge Acres owners may execute, acknowledge and record a Notice of Claim of Breach, setting forth the facts thereof with any monetary amount involved, description of the lot or parcel against which the lien is claimed, and name or names of the reputed owners thereof. Such notice, recorded in Skamania County, Washington, shall be public notice of such breach, and constructive notice to any subsequent purchaser, but if no action for enforcement has been commenced within 120 days after recording, such notice shall expire and the breach described presumed to have been remedied.

4.4 SEVERABILITY. Invalidation by judgment or decree by any court of any one or more of these restrictive covenants herein defined or as hereafter duly amended shall in no way affect any of the remaining provisions which shall remain in full force and effect.

4.5 BINDING EFFECT. The provisions contained in this Declaration, as herein defined or as hereafter duly amended, shall bind and inure to the benefit of and be enforceable by the owner or owners of any lot or parcel in River Edge Acres and their respective representatives, successors or assigns.

4.6 NON-WAIVER. Failure or delay to enforce any covenant or restriction shall not be deemed a waiver of the right to do so.

4.7 COVENANT RUNNING WITH THE LAND. It is intended that these Covenants, Conditions, and Restrictions shall be operative as a set of covenants running with the land and touching and concerning the land, or equitable servitude, supplanting and interpreting these Covenants, Conditions, and Restrictions, and operating independently of the Covenants, Conditions, and Restrictions should the Covenants, Conditions, and Restrictions be, in any respect, inapplicable.

4.8 PERSON, ETC. When interpreting these Covenants, Conditions and Restrictions, the term "person" may include natural persons, partnerships, corporations, associations and personal representatives. The term "mortgage" may be read to include Deed of Trust. The singular may include the plural and the masculine may include the feminine, or vice versa, where the context so admits or requires.

This document was executed this 5th day of October, 2021 by the following persons, having full legal authority to execute this document.

River Edge Acres, President

Melodee Erickson

