



After recording, return to:

Swift View Owners Group, Inc.

Eric Christian

15406 NE 88th Ave

Battle Ground, WA 98604

AMENDED AND RESTATED SWIFT VIEW COVENANTS CONDITIONS AND RESTRICTIONS

THIS AMENDED AND RESTATED DECLARATION is made this 24th day of August, 2023, by the Swift View Owners Group, Inc., a Washington corporation, as the governing body of certain real property situated in Skamania County, State of Washington, and known as Swift View ("Swift View") as such property is more specifically described in Section 1.1, below, and incorporated herein by this reference, and the Owners of Lots in Swift View. This Amended and Restated Declaration of Covenants, Conditions, Restrictions and Easements supersedes those Covenants, Conditions and Restrictions dated July 28, 2017, recorded AFN #2017001661, Skamania County, Washington records.

SECTION 1 - GENERAL DEFINITIONS

- 1.1 **Description:** The following Covenants, Conditions and Restrictions (hereinafter "CC&Rs") shall govern and apply to all land described in Section One of these CC&Rs ("Development"):

Section One. **Legal Description:** The following real property is subject to the CC&Rs:

The North half of the Northwest Quarter of Section 34, Township 7 North, Range 6 East of the Willamette Meridian, Skamania County, Washington, lying North of the Swift Creek Reservoir. To include Tax Lot's Number 07-06-34-00-0200, 07-06-34-00-0201, & 07-06-34-00-0202 and any future divisions within these tax lots.

- 1.2 **Duration:** These CC&Rs shall govern and control the use of such Lots or Parcels, and be binding on the Owners of such Lots and Parcels, and anyone using or residing on any such Lots or Parcels. These CC&Rs perpetually run with the land and remain in full force and effect at all times with respect to all property in the Planned Community and the Owners. In the event that it appears to the advantage of the Owners that these restrictions should be modified, then in that event, any modification desired may be made by affirmative vote or written approval of Owners representing 75% of the lots, and evidenced by suitable instruments filed for public record.

- 1.3 Owners Defined:** The terms "Owner" or "Owners" shall mean the fee title owner or contract vendee who is entitled to possession of any Lot or Parcel governed by these CC&Rs. If there is a contract vendee entitled to possession, the contract vendee shall be the Owner, and the fee title holder shall not be entitled to act pursuant to these CC&Rs as the Owner unless the fee title holder is given that right by the contract. If any Lot or Parcel is rented, the Owner shall be the fee title owner or contract vendee who is the landlord. Each fee title owner or contract vendee who is entitled to possession, or who is a landlord, shall be an "Owner". However, there shall be only one person for each Lot or Parcel who is entitled to act as an "Owner" in exercising any vote or approval right granted by these CC&Rs, or any other right granted by these CC&Rs. The person who is entitled to vote or exercise any of such rights for a Lot or Parcel shall be selected by all of the Owners of such Lot or Parcel.
- 1.4 Lot Defined:** The terms "Lot" or "Parcel" shall mean the same thing, and the two terms may be used in these CC&Rs interchangeably. A Lot or Parcel shall refer to a piece of land in an undivided ownership on which a residential structure is or can be constructed.
- 1.5 Swift View:** "Swift View" or "Association" means the Swift View Owners Group, Inc., a Washington corporation, as the governing body of certain real property situated in Skamania County, State of Washington. If Swift View's corporate status lapses, an unincorporated association of owners shall continue to manage the affairs of the Association community until Swift View is reincorporated.
- 1.6 Board:** "Board" shall mean the Board of Directors of The Swift View Owners Group, Inc.
- 1.7 Common Area:** "Common Area" shall mean any portion of Swift View that is established for the common use and benefit of property owners within Swift View. Common Area specifically includes the Asphalt Trail Easement and Common Area Easement as set forth in Easement Agreement, recorded in the Deed Records of Skamania County, WA on April 17, 2017 as AFN 2017000782.
- 1.8 Access Easements:** "Access Easements" means roadways, which provide access to properties that are within easements over Swift View Owner's properties. Specifically, Access Easements include North Shore, Monarch, Swift View, and Tree Hugger. It also includes pathways within Access Easements, specifically the paved path to the recreation common area.
- 1.9 Recreational Use:** "Recreational Use" means using a lot for vacation or leisure activity.
- 1.10 Commercial Use:** "Commercial use" means a trade, craft, business, profession, commercial or similar activity of any kind. Commercial use does not mean:
- 1.10.1. Maintaining a professional personal library.
 - 1.10.2. Keeping personal business or professional records or accounts.

1.10.3 Handling personal business or professional communications.

1.10.4 Conducting activities of an Owner relating to the sale of Owner's Lot or the rental or leasing of Owner's Lot permitted under Section 7.16 below.

1.10.5 Occasionally conferring with business or professional associates, clients, or customers, in Owner's Dwelling.

1.10.6 Subject to compliance with applicable local ordinances or regulations, using the Dwelling as an office provided clients, customers and employees do not regularly visit.

1.11 Temporary Structure. A temporary structure is moveable and does not have a foundation, fixed base, and is not permanently attached to the ground or another structure.

SECTION 2 - GENERAL RULES AND REGULATIONS

2.1 Nuisances and Maintenance:

2.1.1 No noxious or offensive activity shall be carried out upon any Lot or other area within the Development, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the residents of lots in the Development.

2.1.2 Yards, grounds, and buildings shall be kept and maintained in a neat, sightly and fire safe fashion at all times. No parking or dismantling of inoperative vehicles shall be permitted on any lot except entirely within the confines of an enclosed garage.

2.1.3 During construction, building materials and equipment shall be neatly stored when not in use.

2.1.4 No dog or other animal shall be allowed to roam unsupervised or to become a nuisance. Owners are responsible for their pets at all times.

2.1.5 Generators may be operated anywhere within the Development. Generators shall be no more than 74 decibels.

2.1.6 The use of stoves for the burning of wood and similar materials is permitted within dwelling units.

2.1.7 Controlled open fire or open flame are allowed anywhere within the Development as long as they comply with local and state regulations and are not left unattended.

2.1.8 No Owner of a Lot or Parcel shall allow any condition to arise or continue that causes soil erosion. If soil erosion is caused by a condition on a Lot, or occurring on a Lot,

it shall be the responsibility of the Owner of the Lot to correct the condition and stop the erosion.

2.1.9 The Owner shall promptly remove all trees which are determined to be a hazard by a qualified forester or arborist.

2.1.10 Firearm discharge within the Development shall be in accordance with state and local regulations.

2.1.11 The speed limit is 10 mph maximum on all Swift View Roads.

2.1.12 For purposes of enforcing these restrictions, to the extent to which the same is a violation of law, by the act of becoming an Owner of a Lot, each Owner authorizes the Skamania County Sheriff and the Chief of the local fire district to enter the Development on its roads and Access Easements for any purpose, including for the purpose of detecting violations.

2.2 Motorcycles: Motorcycle, motorbike, all-terrain vehicle (ATVs), motorized scooter, three-wheeler, four-wheeler, or any similar vehicle, not licensed as an automobile or truck for street use (except for tractors and agricultural or yard maintenance machinery or vehicles), or snow mobile, snow cat, or similar vehicle, may be operated for the purpose of transportation on any Association Access Easement or Common Area with common sense and with the consideration of others. Use shall be for the purpose of access and egress to a public road, or to go to the dwelling of another resident in the area.

No ATV use is permitted within the Development earlier than 30 minutes before sunrise or later than until 30 minutes after sunset. In addition:

2.2.1 ATV use of the Asphalt Trail is limited to ingress and egress to the Common Area Easement Area. No recreational use or speeding of ATVs is allowed. The maximum speed limit will not exceed 5 miles per hour on the easement trail going to the common area.

2.2.2 ATVs must remain on paved Asphalt Trail at all times, except for parking as described below.

2.2.3 Designated ATV parking will be limited to the area on the southeast side of the fire pit. Parking on the west side of the Asphalt Trail is expressly reserved for the use of the owners of Lot 4, "Amanda's Hideout" short plat.

2.2.4 ATVs are prohibited from accessing the lakebed from the Common Area.

2.3 Livestock and Poultry: No animal, livestock or poultry of any kind shall be raised, bred or kept on any Lot, except that dogs, cats, or other ordinary household pets and riding and/or pack animals; provided that they are not kept, bred or maintained for any commercial purpose; and further provided that they are properly housed and cared for and

not permitted to run at large about the Development or any adjacent properties; and provided further that nothing shall be permitted in connection with the provisions of this paragraph which may be offensive or detrimental to the health or enjoyment of reasonable privacy of the other residents of the lots in Development.

2.4 Leasing and Rental of a Lot: The following rules apply to the renting and leasing of a Lot within Swift View. As used below, “Lot” includes a home or other building or structure located on the Lot.

2.4.1 Definitions. As used in this Section 2.4:

2.4.1.1 “Renting or Leasing” or “To Rent or Lease” means to grant a right to use or occupy a Lot for a specific or indefinite term. “Renting or Leasing” or “To Rent or Lease” does not mean:

- i. Joint ownership of a Lot by means of joint tenancy, tenancy-in-common or other forms of co-ownership;
- ii. An agreement between the Owner and a roommate under which the Owner and another person or persons live at the Lot simultaneously; or
- iii. An agreement in which the Owner allows the Owner’s parent, child, or sibling to occupy a Lot, whether such agreement is based on the payment of rent.

2.4.1.2 “Tenant” means a person who is granted the right to use or occupy a Lot as described in Section 2.4.1.1 above.

2.4.2 Restrictions on Renting or Leasing.

2.4.2.1 An Owner may not Rent or Lease less than the entire Lot.

2.4.2.2 An Owner may not Rent or Lease a Lot for transient or hotel purposes.

2.4.2.3 An Owner may not Rent or Lease a Lot for a period of less than ninety (90) days.

2.4.2.4 An Owner may not advertise a Lot for rent for a period of less than ninety (90) days.

2.4.2.5 An Owner may not list a Lot on Airbnb or other similar short-term rental websites.

2.4.2.6 All leases or rentals shall be by written lease agreement, which shall provide that the terms of the lease shall be subject in all respects to the provisions

of the Declaration and Bylaws, and that any failure by the lessee or tenant to comply with the terms of such documents shall be a default under the lease. The Owner shall provide the Board or its agent a copy of the executed lease or rental agreement within ten (10) days of the date of the agreement. If the Board of Directors finds that a lessee or tenant has violated any provision of the Declaration, Bylaws or the rules and regulations, the Board may require the Owner to terminate such lease or rental agreement.

2.4.3 Rules and Enforcement.

2.4.3.1 Adoption of Rules. The Board of Directors may adopt by resolution rules and regulations it deems necessary to implement this Section 2.4.

2.4.3.2 Enforcement. The Board shall have the authority to enforce the provisions of this Section 2.4, the Declaration and Bylaws, and any rules and regulations adopted by the Board relating to the Renting and Leasing. Remedies included, but are not limited to, assessing fines for violations, bringing an action to terminate the rental or lease agreement and requiring the Owner to remove the tenant.

2.4.3.4 Attorney Fees. All costs, including reasonable attorney fees, incurred in taking any enforcement action under this Section 2.4 shall be assessed against the Owner and collected in accordance with the Declaration and Bylaws.

2.5 Commercial Use. No Lot shall be used for any commercial purpose as defined in Section 1.10.

2.6 Unimproved Homesites. All unimproved Lots shall be kept orderly, free of noxious weeds, scotch broom and dead trees to prevent a nuisance or fire hazard

SECTION 3 - ASSOCIATION ACTIVITIES AND FEES

3.1 Organization of Association:

3.1.1 The Articles of Incorporation and/or Bylaws shall provide for directors, officers and at least one annual meeting of the Owners and such other meetings as for which prior notice is required. There shall be a board of directors of between three and five persons, and a President, Secretary and Treasurer, who may also be a Board member. Board members and officers shall be elected at each annual meeting of the Owners, or any special meeting called for that purpose. The Board of Directors shall incorporate a Washington corporation and shall administer the provisions of these CC&Rs.

3.1.2 An Architectural Review Committee shall be appointed by the Board at its first board meeting, or any special meeting called for that purpose. The duties of the Architectural Review Committee shall be to review and approve plans and specifications

for any landscaping or construction of alterations or improvements, and such other duties as may be prescribed by the Board of Directors.

3.1.3 The Board shall have the authority to adopt rules and regulations for the use of the lots in the Development, and shall have the power to levy annual and special assessments against all lots for the construction, maintenance and repair of Common Areas, including road and road surfaces; to control noxious weeds, blackberries and other vegetation in Access Easements; to enforce these CC&Rs and any rules and regulations adopted by the Board; and for the operation and administration of the Board. All assessment procedures shall be drafted in accordance with and to conform to the assessment and collection procedures set forth in the Uniform Documents for Planned Unit Developments of the Federal Housing Administration (FHA), except that the procedures may appear in Bylaws of the Association.

3.1.4 The Board, by resolution, shall have the authority to impose a system of administratively imposed monetary penalties or fines for the violation of these CC&Rs, or the rules of the Association relating to the use of Lots or Common Areas.

3.1.5 Any penalty or fine shall be owed by the Owner of the Lot to whom the penalty or fine was issued, unless the Owner files an appeal of the penalty or fine with the Board of the Association within ten calendar days. The Board shall hear the appeal unless an independent hearing examiner is retained by the Association to hear the appeal. Board hearings shall occur at the annual meeting of the Association, or any special meeting called for that purpose. The appellant of a fine or penalty shall be responsible to pay all of the Association's costs, including but not limited to the fees of a hearing examiner, in the event the appellant fails to obtain a more favorable disposition than the fine or penalty. Fines and penalties shall be collectible in the same manner as delinquent assessments.

3.2 Common Area Ownership and Maintenance:

3.2.1 All Common Areas, including roads or easements, shall be governed by the Association through its Board of Directors for the benefit of the Owners. The Association shall be responsible for the maintenance and repair of Common Areas and roads, including such easements as are not within the boundaries of the Development, but which provide access and egress to the Development from a public road. Notwithstanding the foregoing, any party causing damage to any Common Area, road or private property shall be liable for and shall be responsible to pay for the repair costs.

3.2.2 Use of Common Areas are for the exclusive use of Association members and their accompanied guests; Members shall be responsible for the conduct of their guests.

3.2.3 The Association shall maintain all road surfaces free of chuckholes and deterioration and degradation of the surface, in a reasonable state of repair, including pavement marking at Monarch Drive & USFS 90 intersection. All costs connected with the provision of additional fill, gravel, asphalt or similar materials costs; the correction of any

defects in the road surface; the construction of any improvement to the paved or impervious surface and adjacent portions of the easement which are authorized by a vote or approval of the Association; and all costs incurred by the Association in carrying out their or its responsibilities under the terms of the CC&Rs shall be assessed to the owners. The Board of Directors shall review necessary road maintenance at least once a year.

3.2.4 Each Owner shall be responsible for the annual eradication of noxious weeds and blackberries within such easements where the right-of-way burdens a lot. In connection therewith, such areas of the easements shall be treated in a manner calculated to permanently eradicate such vegetation.

3.2.5 The construction, maintenance and repair of the road surface and such ditches and drainage ways as are necessary to protect the road and adjacent properties in relation thereto, and mowing and weed and blackberry eradication next to the road, shall be defined as "Road Maintenance."

3.2.6 It is agreed that each of the Owners is entitled to reasonable use of any road easement, in common with other Owners, for foot and vehicular ingress and egress by themselves and their invitees; and for all utilities now or in the future serving the Development. However, no Owner shall destroy or alter improvements and vegetation installed in the easement by the underlying Lot Owner if adequate room and improvements exist for access and egress on adjacent portions of the easement.

3.3 Maintenance and Repairs: The need for maintenance and repairs shall be as agreed to by a vote of the Board of Directors. Upon deciding that maintenance or repairs are necessary, the Association shall contract for the same on behalf of all of the Owners. For the purpose of giving notice, the Owner of a Lot shall be the person shown in the records of the Skamania County Assessor as receiving tax statements for the Lot on the date of the notice. All notices shall be personally delivered to the last known address of the Owner and left with a person of suitable age and discretion there residing on the premises, or sent by certified, return receipt requested mail to the address of the Owner as shown in the records of the Skamania County Assessor. The notice shall be deemed complete ten days following personal service, or thirteen days following mailing. The remaining Owners agree to save the agreeing Owners harmless of and from any claim or liability resulting from their decision that repairs or maintenance are necessary, and contracting for the same. The Association may authorize, pay and assess for maintenance and repairs in any manner authorized for action by the Association in these CC&Rs, or the Association Bylaws.

3.4 Dues/Payment: The Association shall collect annual dues in an amount to be determined by the Board of Directors. This money will be placed in the Association's bank accounts to cover the estimated costs of maintenance, repairs and operating expenses. The estimated cost shall be divided equally between all of the lots, regardless of the sizes of the lots. If the estimated cost of maintenance is insufficient to meet the actual cost, the Owners shall immediately on request of Owners representing a majority of the lots, pay the additional amount. Owners representing a majority of the Lots may also establish and charge the

Owners for a reserve against contract contingencies and emergency repairs. Any owner not paying fees shall be, upon 60% vote of the Board of Directors, be excluded from using the Common Area.

- 3.5 Failure to Pay:** In the event that an Owner shall fail to pay any of the above amounts, when due, the Association shall have a lien, as described below, for the unpaid amount. The Association also will have an action for damages against any non-paying Owner for any unpaid amount. In any action for the collection of such amount, the prevailing party shall be entitled to an award for such party's reasonable attorney's fees and costs.
- 3.6 Lien:** The lien referred to above shall be calculated and perfected as follows. The Association shall be entitled to the actual amount unpaid plus interest thereon at twelve percent per annum. A notice of lien signed by Association, shall be recorded in the real property records of Skamania County so as to become a lien of record against the Lot of any Owner who has not paid. Said notice of lien shall include at least a description of the defaulting Owner's property; a reference by recording number to these CC&Rs; the amount due including interest and attorney's fees and costs for the preparation and recording of the lien, the name of the Association; and an address and phone number through which others interested in the Lot may communicate with the Association. The lien shall increase as the amount of principle, interest late fees and attorney fees increase without further recording. Said lien may be enforced by foreclosure through the same manner of judicial proceedings as labor and material men's liens are then foreclosed in the State of Washington, except that there shall be no time limit for the filing of the lien or the initiation of any judicial proceeding thereafter, and in addition to the principal and interest due, the Association shall be entitled to all costs of such foreclosure action and such reasonable attorneys' fees as the Court shall fix for the foreclosure action and any collection efforts preceding the foreclosure.
- 3.7 Arbitration:** In the event that the Owners, or any of them, or the Association, are unable to agree on any matter covered by these CC&Rs, including but not limited to the necessity for Road Maintenance, the dispute shall be settled by a single arbitrator who shall direct any disposition that he deems equitable under the circumstances. Any single Owner may initiate this arbitration procedure if the Road Maintenance provided in these CC&Rs, which is required, necessary or prudent, is not being performed, or for which timely provision has not been made. Such arbitrator shall have the power to assess the Owners' lots who are responsible for Road Maintenance, and the respective prorated share for such Owner(s), irrespective of the amount of such share. The arbitrator shall also have any authority available to the Superior Court, and any authority, which would be available to the Association. The arbitrator shall be appointed by a judge of the Clark County Superior Court upon request of any Owner under these CC&Rs, unless the parties are able to reach unanimous agreement upon the appointment of such arbitrator. The decision of the arbitrator shall be final and binding, and shall not be subject to appeal. The decision of the arbitrator may be enforced by any party bound by these CC&Rs in any court of competent jurisdiction. The costs of the arbitrator shall be considered as Road Maintenance, except however, in the event that it should be necessary to commence proceedings in any court to

enforce the provisions of the arbitration award, the substantially losing party or parties in such proceeding shall pay the reasonable attorney fees of the substantially prevailing party or parties, together with such prevailing party's costs and disbursements.

- 3.8 Enforcement:** The failure on the part of any person affected by these CC&Rs, at any time to enforce any of the provisions hereof, shall in no event be deemed a waiver thereof or of any existing violation thereof; nor shall the invalidation of any said CC&Rs by judgment or court order affect any of the other provisions hereof, which shall remain in full force and effect.
- 3.9 Safety:** Any owner not practicing due safety while using common improvements shall be, upon 60% vote of **all** owners, excluded from using the Common Area.

SECTION 4 - CONSTRUCTION, DEVELOPMENT AND LAND USE

- 4.1 Use:** The Development is intended for Recreational Use.
- 4.2 Dwelling Size:** Each single-family dwelling unit structure shall be a minimum of 1200 square feet of finished living space for human habitation, exclusive of vehicle and equipment storage of a garage.
- 4.3 Tree Cutting:** No clear-cutting of land or commercial selective logging (tree farms) shall be allowed. Any Owner may remove trees on his own Lot as needed, or to improve or keep the desired view. If trees on a neighboring Lot grow to block the view of another Lot, the Lot Owner may apply to the Association and ask permission to remove or trim the tree as needed. This will be at the applicant's expense including complete tree and stump removal or trimming.
- 4.4 Prior Construction Approval Required:** No structure, dwelling or accessory building shall be erected, placed or altered on any lot until the construction plans and specifications and a plan showing the location and type of structure or buildings have been approved an Architectural Review Committee organized for that purpose. All construction and alteration of vegetation shall nevertheless be in accordance with all standards set forth in these CC&Rs. If any request for approval is returned for modification or correction, the request shall be deemed denied pending resubmission and approval of a modified or corrected request. For the purpose of these CC&Rs, the installation of a mobile home or modular home upon a lot, or the construction or placement of a dwelling not in accordance with the construction standards governed by the UBC, although not allowed, shall constitute the erection of a dwelling unit. Swift View Owners shall approve all site and building plans. Outside construction; shell, roof, windows, siding, doors, shall be weather tight with an exterior finished look within 1 year of the crawl hole excavation. All construction shall be double wall construction. Roofs shall be metal standing rib or 40-year laminated composition. The Architectural Review Committee shall approve all exterior colors.

- 4.5 **Easement:** Easements for access and egress and for the installation of utilities and drainage facilities, including septic tank drain field and access, within the Development shall be maintained in as attractive and well-kept condition as the remainder of the Lot. In particular noxious weeds, such as Himalayan blackberries, shall not be maintained or permitted to grow in easements, and it shall be the responsibility of the Owner to remove the same. Immediately after the installation, replacement, repair, or maintenance of utilities and drainage facilities, including septic tanks and septic tank drainage fields and pipes in easements, the preexisting grade of the disturbed land, any road surface, and any cultivated vegetation shall be restored by and at the expense of the Owner causing the installation, replacement, repair or maintenance.
- 4.6 **Building Type and Location:** (a) The dwelling or accessory building on any lot shall have a minimum setback of 25 feet from the front Lot line and not less than 10 feet from the side Lot lines. (b) All dwelling and accessory buildings shall be properly maintained and not allowed to fall into a state of disrepair or dilapidation, and all reasonable and practicable natural growth of trees and shrubs shall be retained, in the interest of maintaining a private, natural atmosphere.
- 4.7 **Temporary Structures:** No structure of a temporary nature, mobile home, trailer, tent, recreational vehicle, motorhome, shack, garage, barn, or other outbuildings shall be used on any lot at any time for human habitation for a period of more than 14 days without permission of the Board.
- 4.8 **Utilities:** If at any time electric service is available to Lots in the Development, any building constructed on any Lot shall take electric service only through underground service wires, or underground cable rated not less than 200 amps, and equipped with a service entrance panel of not less than 200 amp capacity, and an approved type meter socket connected to a rigid metallic conduit of not less than two inch diameter extending from the meter to not less than twenty four (24") inches below the finished ground surface, all except underground service wires to be installed and maintained at the expense of the builder or Owner of said dwelling in conformity with applicable codes and regulations. No wire or conduit carrying electrical impulses, radio, television or other similar transmission shall be above ground on any Lot, except where in complete direct contact with a radio or television antenna, or satellite dish.
- 4.9 **Existing Structures:** No existing structure, residential or otherwise, shall be moved onto any Lot, nor shall any dwelling therein be occupied prior to its completion.
- 4.10 **Fences:** There shall be no fences except those that are rustic, such as a split rail fence. There shall be no wire fences of any kind, except with written permission by the Board.
- 4.11 **Sanitation:** All permanent sewage disposal shall be by means of public sanitary sewers or private septic tank, the construction, outlets and drain fields for which shall conform with Washington State Health Department codes and regulations, and which shall be placed to reasonably preclude any invasion of the rights of Owners of adjoining Lots. Any septic

tank or drain field operated in violation of any rules or regulations of the Washington State Health Department codes or the local jurisdictional public health agency, or which is failing, is hereby declared to be a nuisance in violation of these CC&Rs.

- 4.12 Land Use:** The construction on or usage of Lots within Swift View shall be limited to one single-family residence per Lot, together with accessory buildings incidental thereto, including stables, barns, private greenhouses, private swimming pools, or a shelter or port for the protection of such swimming pool, or for the storage of a boat or a camping trailer kept for personal use, or a small storage building, provided the location of such structures are in conformity with the applicable municipal regulations, and are compatible in design and decoration with the residence constructed on such Lot. All native vegetation, or vegetation of the same species as nature vegetation existing on a Lot shall be maintained and not removed or destroyed, except in accordance with a plan for the same that has been approved by the Architectural Review Committee. One of the primary purposes of the review required of the Committee is the cultivation and maintenance of native vegetation on the Lots, rather than cultivated grass or nonnative plants, shrubs, bushes and trees.
- 4.13 Garbage and Refuse Disposal:** No Lot or Common Area shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers, pending collection and removal. All equipment for the temporary storage or disposal of such material shall be kept in a clean and sanitary condition. The only garbage or refuse collection containers that may be maintained outside are fully enclosed garbage cans stored out of sight, or left for collection at the time set for collection.
- 4.14 Oil and Mining Operations:** No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted in connection with or upon or in any lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any Lot.

SECTION 5 - RECOGNITION

- 5.1 Running Covenant:** These CC&Rs contained herein shall run with the land described in Section One, and shall be binding upon all parties having or acquiring any right, title, or interest in any Lot, Parcel, or tract within the Development, and shall be for the benefit of each Owner of any lot.

SECTION 6 – APPROVAL

- 6.1 Approval:** The undersigned officers of Swift View Owners Group, Inc. hereby certify that the within Amended and Restated Swift View Covenants, Conditions and Restrictions were duly adopted by a seventy-five (75%) percent vote of the Owners, taken at duly called meeting of the Owners held.

SWIFT VIEW OWNERS GROUP, INC.

By: _____
Its: President

By: _____
Its: Secretary

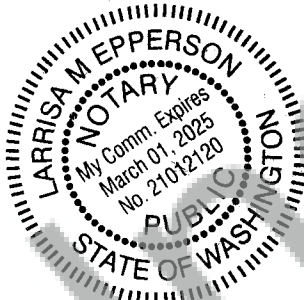
STATE OF WASHINGTON)

COUNTY OF Clark)

ss.

I certify that I know or have satisfactory evidence that Eric Thomas Christian is the person who appeared before me on August 24th, 2023, 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 President of Swift View Owners Group, Inc. to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: this 24th day of August, 2023.



Notary Public

My appointment expires: March 1st 2025

STATE OF WASHINGTON)

COUNTY OF Clark)

ss.

I certify that I know or have satisfactory evidence that James William McCraden is the person who appeared before me on August 24th, 2023, 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 Secretary of Swift View Owners Group, Inc. to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: this 24th day of August, 2023.



Notary Public

My appointment expires: March 1st 2025