

COVENANTS AND RESTRICTIONS FOR BEACON HIGHLANDS NO. 2

The following covenants and restrictions shall run with the land, shall be binding upon and inure to the benefit of all parties hereto, their successors and assigns, and all persons claiming upon them, and shall be a part of all transfers and conveyances of the property. Such covenants and restrictions shall be binding and effective until July 1, 2015, and at such time they shall automatically be extended for successive periods of ten (10) years, unless an instrument signed by a majority in area of the owners of Beacon Highlands No. 2 has been recorded, agreeing to change said covenants in whole or in part. Modifications may be made at any time by the owners of seventy-five percent (75%) in area of the land in Beacon Highlands No. 2; said modifications shall be evidenced by suitable instrument filed for public record. Beacon Highlands No. 2 is located in Skamania County, Washington, and is made up of the Landerholm Short Plat and the Elmer Short Plat which are both described in Exhibit "A" attached hereto.

1. **STRUCTURE LOCATION.** No structure shall be located on any site, except it be in compliance with applicable health and planning regulations and requirements of the governmental body having jurisdiction within the area.

2. **WATER SUPPLY AND SANITARY FACILITIES.** Sewage disposal shall be through septic tanks and drain fields, all of which shall be located and installed in strict conformity with applicable regulations and approved by the Skamania County Health Department.

3. **NUISANCES.** No noxious or offensive activity shall be carried on upon any land, nor shall anything be done or permitted thereon which may be or may become a health hazard, or annoyance, or nuisance to the neighborhood. No parking or dismantling of inoperable vehicles shall be permitted on any land. No trucks, campers, trailers, boats, or inoperable vehicles may be parked or permitted to remain on the road easements.

4. **ONLY ONE DWELLING PER LOT.** No more than one single family dwelling shall be constructed and/or maintained on any of the lots in Beacon Highlands No. 2 without written permission of all adult owners of the property in Beacon Highlands No. 2. A "lot" shall mean any parcel of land in Beacon Highlands No. 2 properly approved by Skamania County as a separate building parcel. It is recognized by the present owners of Beacon Highlands No. 2 that some of the present lots may be permitted to be short platted into smaller building parcels under the short plat ordinances of Skamania County; the lots in a short platted area may all have one single family dwelling constructed and/or maintained on them.

5. **GARBAGE AND REFUSE DISPOSAL.** No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other rubbish shall be kept in sanitary fashion pending disposal. Disposal of such material shall be in accordance with local antipollution regulations.

COVENANTS AND RESTRICTIONS - 1

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LAW OFFICES OF
Landerholm, Memovich,
Lansverk & Whitesides, Inc., P.S.
Broadway at Evergreen, Suite 400
P.O. Box 1086
Vancouver, Washington 98666
(206) 696 3312

6. SET BACK REGULATIONS. No structure shall be located within fifty (50) feet of any road easement nor within thirty (30) feet of any boundary line. The word "structure" shall include mobile homes.

7. NO MOTOR VEHICLES WITHOUT OPERABLE MUFFLERS. No motor vehicles without properly functioning mufflers shall be operated on any of the property subject to these covenants and restrictions.

8. LIVESTOCK AND POULTRY. No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, except that ordinary household pets, riding horses, a cow, or family size flocks of poultry may be kept, provided they are not kept, bred or maintained for any commercial purpose and further provided they are properly housed and not permitted to run at large about the neighborhood, and provided nothing shall be permitted in connection with the provisions of this paragraph which may be offensive or detrimental to the health or enjoyment or reasonable privacy of any of the other residents in the neighborhood.

9. SIGNS. No signs of any kind shall be erected, maintained or displayed to the public view on any lot, except one professional sign no larger than one (1) square foot, one (1) sign not larger than eighteen (18) by twenty-four (24) inches advertising the property for sale or rent, or signs used to advertise the property during the initial sales and construction period. This restriction, however, shall not be construed to prohibit plates designating the name of the resident or owners thereof.

10. BUILDING SURFACE. All building construction on any site shall be of neutral color in order to blend in with the natural character of the Columbia gorge. No shiny, metal siding or roofing may be used.

11. TREE CUTTING. Having in mind the rural recreational character intended, no land shall be substantially cleared of all trees and shrubs, and there shall be no indiscriminate cutting of trees.

12. KENNELS. No site shall be used for the breeding, raising or boarding of dogs.

13. NO TRAFFIC GENERATING COMMERCIAL USE. No site shall be used in any way for any traffic generating commercial use.

NOTE: The foregoing covenants and restrictions shall not pertain to the initial development of roads and building sites.

ENFORCEMENT. The failure on the part of any of said parties affected by these restrictions 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 of said reservations, conditions, agreements, covenants and restrictions by judgment or court order affect any of the other provisions hereof, which shall remain in full force and effect.

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Should any suit or action be instituted by any of said parties to enforce any of said reservations, conditions, agreements, covenants and restrictions, or to restrain the violation of any thereof, after demand for compliance therewith or for the cessation of such violation, and failure to comply with such demand, then and in either of said events and whether or not such suit or action be reduced to decree or not, the party instituting such suit or action shall be entitled to recover from the defendants therein such sum as the court may adjudge reasonable attorney fees in such suit or action, in addition to statutory costs and disbursements.

LEWIS RIVER RANCH

By: Roy A. Elmer
ROY A. ELMER, President

By: Kathleen L. Elmer
KATHLEEN L. ELMER, Secretary

Roy A. Elmer
ROY A. ELMER, Individually

Kathleen L. Elmer
KATHLEEN L. ELMER, Individually

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SKAPAMIA CO. WASH
BY JAMES C. LANDOLPH

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GARY M. OLSON

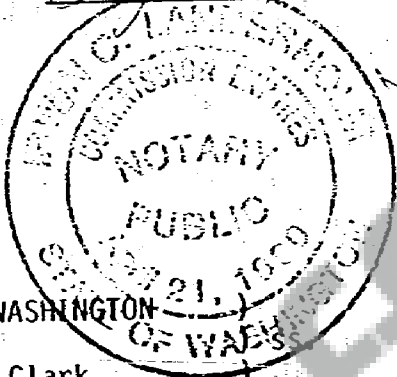
COVENANTS AND RESTRICTIONS - 3

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STATE OF WASHINGTON)
County of Clark) ss.

I certify that I know or have satisfactory evidence that ROY A. ELMER and KATHLEEN L. ELMER signed this instrument, on oath stated that they were authorized to execute the instrument, and acknowledged it as the President and Secretary, respectively, of LEWIS RIVER RANCH, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: Sept 4, 1987



[Signature]
Notary Public in and for the State
of Washington, residing at
Vancouver
My appointment expires: 4-21-90

STATE OF WASHINGTON)
County of Clark)

I certify that I know or have satisfactory evidence that ROY A. ELMER and KATHLEEN L. ELMER signed this instrument, and acknowledged it to be their free and voluntary act for the uses and purposes mentioned in the instrument.

Dated: Sept 4, 1987



[Signature]
Notary Public in and for the State
of Washington, residing at
Vancouver
My appointment expires: 4-21-90

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EXHIBIT A, PAGE 1 of 2

ELMER SHORT PLAT DESCRIPTION

BEGINNING AT A POINT ON THE WEST LINE OF THE SOUTHEAST ONE-QUARTER OF SECTION 27, TOWNSHIP 2, NORTH, RANGE 6 EAST OF THE WILLAMETTE MERIDIAN, SOUTH 00 51'35" WEST, 840.03 FEET FROM THE NORTHWEST CORNER OF SAID SOUTHEAST ONE-QUARTER OF SECTION 27;

THENCE NORTH 57 00'00" EAST, 202.42 FEET TO A 70-FOOT RADIUS CURVE TO THE RIGHT, THE CHORD OF WHICH BEARS NORTH 88 48'28" EAST, 73.79 FEET;

THENCE ALONG SAID CURVE 77.72 FEET;

THENCE SOUTH 59 23'03" EAST, 51.26 FEET TO A 70-FOOT RADIUS CURVE TO THE LEFT, THE CHORD OF WHICH BEARS SOUTH 78 41'32" EAST, 46.29 FEET;

THENCE ALONG SAID CURVE 47.18 FEET;

THENCE NORTH 82 00'00" EAST, 37.85 FEET TO A 70 FOOT RADIUS CURVE TO THE RIGHT, THE CHORD OF WHICH BEARS SOUTH 81 09'48" EAST, 40.55 FEET;

THENCE ALONG SAID CURVE 41.14 FEET;

THENCE SOUTH 64 19'36" EAST, 41.54 FEET TO A 460-FOOT RADIUS CURVE TO THE LEFT, THE CHORD OF WHICH BEARS SOUTH 86 02'04" EAST, 340.28 FEET TO POINT B.

THENCE ALONG SAID CURVE 348.56 FEET;

THENCE CONTINUING ALONG SAID 460-FOOT RADIUS CURVE TO THE LEFT, THE CHORD OF WHICH BEARS NORTH 64 40'14" EAST, 121.48 FEET;

THENCE ALONG SAID CURVE 121.83 FEET;

THENCE NORTH 57 04'59" EAST, 8.02 FEET TO A 700-FOOT RADIUS CURVE TO THE RIGHT, THE CHORD OF WHICH BEARS NORTH 71 34'22" EAST, 350.29 FEET;

THENCE ALONG SAID CURVE 354.05 FEET;

THENCE NORTH 86 03'46" EAST, 144.00 FEET TO A 120-FOOT RADIUS CURVE TO THE LEFT, THE CHORD OF WHICH BEARS NORTH 45 46'21" EAST, 155.20 FEET;

THENCE ALONG SAID CURVE 168.77 FEET;

THENCE NORTH 05 28'56" EAST, 157.73 FEET TO A 70-FOOT RADIUS CURVE TO THE RIGHT, THE CHORD OF WHICH BEARS NORTH 50 32'55" EAST, 99.11 FEET;

THENCE ALONG SAID CURVE 110.12 FEET TO POINT D BEING ON THE WEST LINE OF PARCEL 2 OF THE BERGSENG TRACT, RECORDED UNDER AUDITOR'S FILE NO. BOOK 78, PAGE 748;

THENCE SOUTH ALONG THE WEST LINE OF SAID PARCEL 2 AND A PROJECTION THEREOF, 1,043.15 FEET TO THE SOUTH LINE OF THE NORTH ONE-HALF OF THE SOUTHEAST ONE-QUARTER;

THENCE NORTH 89 02'20" WEST ALONG SAID SOUTH LINE, 1,590.22 FEET TO THE SOUTHWEST CORNER OF THE SAID NORTH ONE-HALF OF THE SAID SOUTHEAST ONE-QUARTER OF SAID SECTION 27;

THENCE NORTH 00 51'35" EAST ALONG SAID WEST LINE 477.25 FEET TO THE POINT OF BEGINNING.

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EXHIBIT A, PAGE 2 of 2

LANDERHOLM SHORT PLAT DESCRIPTION

BEGINNING AT A POINT ON THE WEST LINE OF THE SOUTHEAST ONE-QUARTER OF SECTION 27, TOWNSHIP 2, NORTH, RANGE 6 EAST OF THE WILLAMETTE MERIDIAN, SOUTH 00 51'35" WEST, 840.03 FEET FROM THE NORTHWEST CORNER OF SAID SOUTHEAST ONE-QUARTER OF SECTION 27:

THENCE NORTH 57 00'00" EAST, 202.42 FEET TO A 70-FOOT RADIUS CURVE TO THE RIGHT, THE CHORD OF WHICH BEARS NORTH 88 48'28" EAST, 73.79 FEET;

THENCE ALONG SAID CURVE 77.72 FEET;

THENCE SOUTH 59 23'03" EAST, 51.26 FEET TO A 70-FOOT RADIUS CURVE TO THE LEFT, THE CHORD OF WHICH BEARS SOUTH 78 41'32" EAST, 46.29 FEET;

THENCE ALONG SAID CURVE 47.18 FEET;

THENCE NORTH 82 00'00" EAST, 37.85 FEET TO A 70-FOOT RADIUS CURVE TO THE RIGHT, THE CHORD OF WHICH BEARS SOUTH 81 09'48" EAST, 40.55 FEET;

THENCE ALONG SAID CURVE 41.14 FEET;

THENCE SOUTH 64 19'36" EAST, 41.54 FEET TO A 460-FOOT RADIUS CURVE TO THE LEFT, THE CHORD OF WHICH BEARS SOUTH 86 02'04" EAST, 340.28 FEET TO POINT B;

THENCE ALONG SAID CURVE 348.56 FEET;

THENCE CONTINUING ALONG SAID 460-FOOT RADIUS CURVE TO THE LEFT, THE CHORD OF WHICH BEARS NORTH 64 40'14" EAST, 121.48 FEET;

THENCE ALONG SAID CURVE 121.83 FEET;

THENCE NORTH 57 04'59" EAST, 8.02 FEET TO A 700-FOOT RADIUS CURVE TO THE RIGHT, THE CHORD OF WHICH BEARS NORTH 71 34'22" EAST, 350.29 FEET;

THENCE ALONG SAID CURVE 354.05 FEET;

THENCE NORTH 86 03'46" EAST, 144.00 FEET TO A 120-FOOT RADIUS CURVE TO THE LEFT, THE CHORD OF WHICH BEARS NORTH 45 46'21" EAST, 155.20 FEET;

THENCE ALONG SAID CURVE 168.77 FEET;

THENCE NORTH 05 28'56" EAST, 157.73 FEET TO A 70-FOOT RADIUS CURVE TO THE RIGHT, THE CHORD OF WHICH BEARS NORTH 50 32'55" EAST, 89.11 FEET;

THENCE ALONG SAID CURVE 110.12 FEET TO POINT D BEING ON THE WEST LINE OF PARCEL 2 OF THE BERGSENG TRACT, RECORDED UNDER AUDITOR'S FILE NO. BOOK 78, PAGE 748;

THENCE NORTH ALONG THE WEST LINE OF PARCEL 2 OF THE SAID BERGSENG TRACT, 277.22 FEET TO THE NORTH LINE OF THE SOUTHEAST ONE-QUARTER OF SAID SECTION 27;

THENCE NORTH 89 08'43" WEST ALONG SAID NORTH LINE, 1,570.40 FEET TO THE NORTHWEST CORNER OF THE SOUTHEAST ONE-QUARTER OF SAID SECTION 27;

THENCE SOUTH 00 51'35" WEST, 840.03 FEET ALONG THE WEST LINE OF THE SOUTHEAST ONE-QUARTER OF SAID SECTION 27 TO THE POINT OF BEGINNING.

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