

AFTER RECORDING  
RETURN TO:  
Jimmy V. Coates  
5623 131st East  
Sumner, WA 98390

FILED FOR RECORD  
SKAMANIA CO. WASH  
BY Bill Coates

MAR. 19 8 48 AM '96

*P. Olsson*  
AUDITOR  
GARY M. OLSON

VADA AVIS COATES SHORTPLAT

DECLARATION OF  
COVENANTS, CONDITIONS AND RESTRICTIONS

124826

BOOK 156 PAGE 102

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS is made this 11 day of February, 1995, by JIMMY V. COATES, TRUSTEE of the Vada A. Coates Revocable Living Trust under Declaration of Trust dated April 8, 1994 ("Declarant").

I. PURPOSE

1.1 Property: Declarant is the owner of real property legally described on Exhibit "A" attached hereto and incorporated herein by this reference located in Skamania County, WA. The entire property described on Exhibit "A" is referred to herein as the "Property."

1.2 Development Plan: Declarant desires to create a general plan of development of the property for the mutual benefit of all future owners. The plan, in general, will provide for the development of the Property in separate building parcels to be used for single family residences.

1.3 Declaration: NOW, THEREFORE, Declarant hereby declares that all of the Property shall be held, sold, and conveyed subject to the following covenants, conditions, restrictions and easements, which shall run with the Property and shall be binding upon all parties having or acquiring any right, title or interest in the Property or any part thereof, shall be part of all transfers and conveyances of the Property, or any portion thereof within such platted areas as if set forth in full in such transfers and conveyances, and shall inure to the benefit of each owner thereof.

II. DEFINITIONS

2.1 Owner: Owner shall mean and refer to the record owner, whether one or more persons or entities of a fee simple title to any parcel which is part of the Property, including contact purchasers, but excluding those having such interest merely as a security for the performance of an obligation; and shall mean and refer to Declarant for all land not yet sold.

2.2 Parcel: Parcel shall mean any portion or combination of all properties utilized as a separate building site,

RECORDER'S NOTE:  
NOT AN ORIGINAL DOCUMENT

Recorded   
Indexed   
Indirect   
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and designated by Skamania County as a separate building site for building permit purposes.

### III. DEVELOPMENT AND USE RESTRICTIONS

3.1 Dwelling Size: Dwelling structures shall, at a minimum consist of double wide manufactured homes containing not less than 1000 square feet of main floor area. No such manufactured home shall be greater than five (5) years in age at the time of installation. Garages as part of main dwelling shall at a minimum contain two (2) cars but shall not exceed four (4) cars in size.

3.2 Temporary Dwelling: No structure of a temporary character, mobile home or trailer, tent, shack, garage, barn or other outbuildings shall be used as a residence; provided a recreational vehicle may be used for a period of six (6) months only while permanent residence is under construction.

3.3 Building Location and Views: No structure shall be located on any Parcel with respect to set-back from front, side and rear property lines, except in conformity with the planning regulations and requirements of the municipal government having jurisdiction within the area in which this Property is located. A reasonable effort shall be made to retain the existing view for each Parcel.

3.4 Dwelling: No more than one single family residence shall be allowed on any Parcel.

3.5 Construction: Construction of a residence must be completed within six (6) months from time construction begins. All out buildings shall be completed within six (6) months of start of construction and exterior shall be fully finished compatible with other buildings and consistent with these Declarations.

3.6 Easements: Easements for the installation and maintenance of utilities are reserved as shown on the recorded survey or plat. Until such time as the public sewer is available, all sewage disposal shall be by means of septic tanks of a type of construction and outlets in accordance with the regulations of the Washington State and/or Skamania County Board of Health.

3.7 Tree Removal: There will be no clear cutting of trees from any Parcel except for partial cutting of trees for siting of a residence, or to create a view from residence.

3.8 Maintenance; Nuisance: No Parcel shall be used or maintained as a dumping ground for discarded equipment, vehicles, rubbish, trash, garbage or similar material. Each Parcel shall be kept clean of refuse and in a sanitary condition.

**DECLARATION OF COVENANTS,  
CONDITIONS AND RESTRICTIONS - 2**

LAW OFFICES OF  
Landerholm, Howerich,  
Loewer & Whitelock, Inc., P.S.  
Broadway at Evergreen, Suite 400  
P.O. Box 1006  
Vancouver, Washington 98665  
(206) 696-3312

Each Parcel shall be kept free of all noxious weeds and grass is to be mowed or regularly hayed to prevent fire hazards.

No noxious or offensive activity shall be carried on or upon any Parcel nor shall anything be done thereon which may be or become a nuisance or annoyance to the neighborhood.

3.9 Landscape Requirements: Parcels shall be adequately landscaped to maintain a neat and consistent appearance with the remaining Parcels consistent with these Declarations.

3.10 Pets: No animals, livestock, or poultry of any kind, other than household pets shall be kept or maintained on any part of any Parcel. Dogs and cats, not to exceed a total of two (2) of each, may be kept on a Parcel, provided that they are not kept, bred, or maintained for any commercial use or purpose.

3.11 Parking: No person shall park a motor vehicle, boat, trailer, aircraft, or other vehicles on streets of the Property except that Owner's visitors and guests may park in said streets for short term visitation.

3.12 Signs: No signs of any kind, except public notice by a political division of the State or as required by law, shall be erected, posted, or displayed on any Parcel whatsoever; provided, however, that any builder may erect and display signs during the period he is building and selling property in and that any Owner wishing to sell his home may place one sign not larger than four hundred (400) square inches advertising the Parcel for rent or sale.

3.13 Water: No individual water supply shall be permitted on any Parcel unless such system is located, constructed, and equipped in accordance with the requirements, standards, and recommendations of the Skamania County Health Department. Approval of such systems as installed shall be obtained from such authority.

3.14 Storage: No person shall store, repair or restore any motor vehicle, boat, trailer, aircraft, or other vehicle upon any Parcel or streets except for such emergency repairs necessary to enable the movement thereof.

3.15 Enforcement: The failure on the part of any of Declarant or any Owner 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 of court order affect any of the other provisions hereof, which shall remain in full force and effect. 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 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's fees in such suit or action, in addition to statutory costs and disbursements.

#### IV. GENERAL PROVISIONS

4.1 Binding Effect: All present and future owners or occupants of Parcels shall be subject to and shall comply with the provisions of this Declaration as they may be amended from time to time. The acceptance of a deed or conveyance or the entering into occupancy of any Parcel shall constitute an agreement that the provisions of this Declaration are accepted and ratified by such owner or occupant, and running with the land and shall bind any person having at any time any interest or estate in such Parcel, as though such provisions were recited and stipulated at length in each and every deed and conveyance or lease thereof. Failure to comply with this Declaration shall be grounds for an action to recover sums due for damages or injunctive relief, or both, maintainable by the Declarant or by any aggrieved Owner.

4.2 Enforcement: Should any Parcel Owner violate or attempt to violate any of the provisions of this Declaration, the Declarant or any other Owner of Parcels within the Property, at its or their option, shall have the full power and authority, but not the requirement, to prosecute any proceedings at law or in equity against the Owner violating or attempting to violate any of the provisions of this Declaration, either to prevent the doing of such or to recover damages sustained by reason of such violation. Failure 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.

4.3 Limitation of Liability: Neither Declarant nor any officer or employee thereof shall be liable to any Owner on account of any action or failure to act in performing its duties or rights hereunder, provided that Declarant has, in accord with actual knowledge possessed by it, acted in good faith.

4.4 Duration and Amendment: 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 automatically be extended for successive periods of ten (10) years. This Declaration may be amended by an instrument signed by the Owners of not less than two thirds (2/3) of the Parcels after Declarant has relinquished its authority. Any amendment must be recorded.

4.5 Severability: Invalidation of any of these covenants or restrictions by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

4.6 Notice: Any notice required to be sent to any Owner under the provisions of this Declaration shall be deemed to have been properly sent when mailed, postage prepaid, to the last known address of the person who appears as the Owner of record as the time of such mailing.

IN WITNESS WHEREOF, the undersigned have caused this Declaration to be executed this 11 day of February, 1995.

VADA A. COATES REVOCABLE LIVING TRUST

BY: Jimmy V. Coates, trustee  
JIMMY V. COATES, TRUSTEE

STATE OF WASHINGTON )  
County of Pierce ) ss.  
Clark

I certify that I know or have satisfactory evidence that Jimmy V. Coates is the person who appeared before me and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the Trustee of the VADA A. COATES REVOCABLE LIVING TRUST, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED: 2-11, 1995



Sharon M. Taylor  
Notary Public in and for the State of Washington, residing at Olympia. My appointment expires: 8-8-97

Exhibit A

A Tract of land located in the Southwest Quarter of Section 17, Township 3 North, Range 8 East of the Willamette Meridian, in the County of Skamania, State of Washington, described as follows:

Lot 2, COATES SHORT PLAT, recorded May 28, 1981 in Book 3 of Short Plats at Page 7 under Auditors File No. 94296, records of Skamania County, Washington.

Unofficial  
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