

**SILVER STAR
COVENANTS AND RESTRICTIONS FOR 100 ACRES,
a Sub-division of Skamania County**

The owner and developer of SILVER STAR ACRES, does hereby declare the following covenants and restrictions are to cover the following described property, to-wit:

The North Half of the Southeast Quarter of
Section Six (6), Township One (1) North,
Range Five (5) East of the Willamette Meridian,
Skamania County, Washington

proposed as a suburban-recreational oriented residential subdivision.

The following reservations, conditions, agreements, covenants and restrictions shall run with the land, shall be binding upon and enure 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 within such land parcels as if set forth in full in such transfers and conveyances. Such reservations, conditions, agreements, covenants and restrictions shall be binding and effective for a period of 30 years from the date hereof, at the end of which time they shall be automatically extended for successive periods of ten years, unless an instrument signed by a majority of the then owners of the land within such designated areas has been recorded, agreeing to change said covenants and restrictions in whole or in part: EXCEPT, however, in the event that it appears to the advantage of these parcels that these restrictions should be modified, then and in that event, any modification desired may be made by affirmative vote of 80% of the then owners of land within this designated area and evidenced by suitable instrument filed for public record; or if such event occurs during the development period such modification or waiver of non-conformity may be evidenced by special permission granted in writing by the primary developers, or their successors as developers without such vote of other owners, provided, however, that such modification or waiver shall not affect the provisions of Paragraph No. 1 of the following:

1. **LAND USE AND BUILDING TYPE:** No subdivided parcel shall be used except for residential purposes. No buildings shall be erected, altered, placed or permitted to remain on any parcel other than one detached single family dwelling and private garage for not more than three cars. However, the foregoing provisions shall not be interpreted to exclude construction of a private greenhouse, barn, stable, private swimming pool, or a shelter or port for the protection of such swimming pool, or for the storage of boat and/or camping trailer kept for personal use. 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 parcel.

2. **DWELLING SIZE AND TYPE OF STRUCTURE:** This sub-division is restricted to single family residences to be constructed in accordance with Uniform Building Code requirements and shall not be less than 800 square feet for a single story dwelling, exclusive of garages, basement and other non-living areas. Mobile homes are permitted, provided, they are placed on a secure foundation, completely skirted, and are not less than 600 square feet in size.

3. BUILDING LOCATION: No buildings shall be located on any land parcel respect to set-back from front, side and rear property lines except within conformity with the planning regulations and requirements of the municipal government having jurisdiction within the area in which these land parcels are located. No structure shall be constructed within 25 feet of the established lot lines of the plat.

4. COMPLETION: Construction of any dwellings shall be completed including exterior decoration, within one year from date of the start of such construction. All lots shall, prior to the construction of improvements thereon, be kept in a neat and orderly condition and free of brush, vines, weeds and the grass thereon cut or mowed at sufficient intervals to prevent creation of a nuisance or fire hazard.

5. NUISANCES: No noxious or offensive activity shall be carried on upon any land parcel, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood. No commercial business, dairying, farming or breeding operations shall be conducted on any land parcel.

6. FENCING: Fencing is allowed along lot lines and within each lot as may be required, subject to the following restrictions: No fence shall be erected or maintained in such a manner as to interfere with the view of any of the other parcels of the sub-division and shall be constructed of wire or post and rail type wood fencing. Solid screen fencing shall not be used except within the interior of a lot for esthetic or screening purposes, however, not to exceed 6 feet in height and shall not run more than 40 feet in any lineal direction which shall include spacing.

7. TEMPORARY STRUCTURES: No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuildings shall be used on any land parcel at any time as a residence either temporarily or permanently.

8. SIGNS: No sign of any kind shall be erected, maintained or displayed to the public view on any residential parcel, except one professional sign not larger than one square foot, one sign not larger than 18 by 24 inches, advertising the property for sale or rent, or signs used by the developers or a builder to advertise the property during the initial sales and construction period. This restriction, however, shall not be construed to prohibit ornamental plates designating the name of the resident or the owners thereof.

9. GARBAGE AND REFUSE DISPOSAL: No land parcel 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 incinerators or other equipment for the temporary storage or disposal of such material shall be kept in a clean and sanitary condition.

10. EXISTING STRUCTURES: No existing structure, residential, or otherwise, shall be moved onto any other land parcel nor shall any dwelling therein be occupied prior to its completion.

11. OIL AND MINING OPERATIONS: No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind will be permitted upon or in any land parcel, nor shall oil wells,

tanks, tunnels, mineral excavations or shafts be permitted upon or in any parcel. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any parcel.

12. LIVESTOCK AND POULTRY: Livestock and poultry are allowed provided that they are not kept, bred, or maintained for any commercial purpose, and provided that they are not permitted to cause damage, constitute a nuisance or run at large in the neighborhood.

13. 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 any thereof, or of any existing violations 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.

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 fees in such suit or actions, in addition to statutory costs and disbursements.

DATED this 9th day of June, 1971.

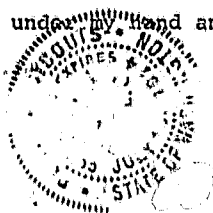


John N. Skimas
John N. Skimas

STATE OF WASHINGTON)
County of Clark) ss.

On this day personally appeared before me JOHN N. SKIMAS to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that he signed the same as his free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 9th day of June, 1971.



David G. Roberts
Notary Public in and for the State of
Washington, residing at Vancouver.