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FILED
SEAL
BY *Transaction*

Sep 28 3 03 PM '99

Olson
GARY M. OLSON

Return Address

Name Jim Taska

Address 1262 Alder Rd

City, State, Zip Washougal, WA 98671

Document Title(s) (or transactions contained therein):

1. Declaration of Covenants and Restrictions
- 2.
- 3.
- 4.

Reference Number(s) of Documents assigned or released:
(on page _____ of document(s))

Grantor(s) (last name first, then first name and initial):

1. Taska, Jim
- 2.
- 3.
- 4.

Additional names on page _____ of document.

Grantee(s) (last name first, then first name and initial):

1. Taska, Jim
- 2.
- 3.
- 4.

Additional names on page _____ of document.

Legal description (abbreviated: i.e. lot, block, plat or section, township, range):

Lots 1, 2, and 3 of the J.T. SHORT PLAT, recorded in Book "3" of Short Plats, page 265, records of
Shamokin County, Washington.

Additional legal on page _____ of document.

Assessor's Property Tax Parcel/Account Number:

02-05-34-0-0-0909, 02-05-34-0-0-0910, and 02-05-34-0-0-0911

Additional numbers on page _____ of document.

DECLARATION OF COVENANTS AND RESTRICTIONS

OF

Real property located in the County of Skamania, State of Washington, commonly known as:

J.T. Short Plat in SE ¼ SE ¼ Sec. 34, T.2 N. R.5 E., W.M.,
Lot one (1), Lot two (2), and Lot three (3)

RECITALS:

WHEREAS, Declarant is the owner of that certain real property described above, located in the County of Skamania, State of Washington, hereinafter referred to as the "Subject Property"; and

WHEREAS, it is the intent of Declarant to provide an atmosphere which will enhance and preserve the natural beauty of the subject property for the enjoyment and convenience of persons living thereon, and the covenants, conditions and restrictions established by this Declaration are intended to secure such objectives.

DECLARATION:

NOW THEREFORE, Declarant hereby declares that the Subject Property shall be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions which are for the purpose of protecting the value and desirability of, and which shall run with, the real property and be binding on all parties having any right, title or interest in the described properties or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

1. GENERAL PROVISIONS. The following covenants, restrictions, reservations, conditions and agreements shall run with the land and shall be binding upon and inure to the benefit of all parties hereto, their successors and assigns, and all persons claiming under them and shall be a part of all transfers and conveyances of the property within such platted areas 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 fifteen (15) years from the date hereof.

2. LAND USE AND BUILDING TYPE:

A. Residential purposes only. Lots shall be used for single family residential purposes only.

B. Manufactured Homes. The use, placement or storage of mobile homes, modular or prefabricated homes, or manufactured homes, or similar structures which are largely constructed off site as living units, is prohibited, unless they have more than 1,000 square feet of interim

floor space and the structure is less than three (3) years old at the time it is placed on the property.

3. **NUISANCES.** No noxious or offensive activity shall be carried on upon any lot nor shall anything be done thereon which may be or may become an annoyance or nuisance in the neighborhood. No storage, parking or dismantling of inoperable or unlicensed vehicles shall be permitted on any lot.

4. **ENFORCEMENT.** The failure on the part of any of the parties affected by these restrictions at any time to enforce any of the provisions hereof shall not be deemed a waiver thereof, or of any existing violation thereof, nor shall the invalidation of any of said reservations, conditions, agreements, covenants, and restriction 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 to enforce any of these reservations, conditions, covenants, and restrictions, or to restrain the violation of them, after demand for compliance therewith on for the cessation of such violation, and failure to comply with such demand, the prevailing party in such suit or action shall be entitled to recover from the losing party such sum as the court may adjudge as reasonable attorney's fees in such suit or action, in addition to statutory costs.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this 11 day of August, 1999.

Owner Jim Baska

STATE OF WASHINGTON)
) ss.
County of Skamania)

This is to certify that on the 11th day of August, 1999, before me, the undersigned Notary Public, personally appeared Jim Baska to me known to be the individuals described in and who executed the foregoing document, and acknowledge to me that they signed the same as their free and voluntary act and deed for the uses and purposes therein mentioned.

In witness whereof, I have hereunto set my hand and seal the day and year first above written.

JUDITH L. RIPLEY
STATE OF WASHINGTON
NOTARY —•— PUBLIC
My Commission Expires April 15, 2001

Judith L. Ripley
Notary Public in and for the State of
Washington, residing in Vancouver
Commission expires: 4-15-01