

BOOK 212 PAGE 764

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RETURN ADDRESS

GARDNER

10351 WASHOUGAL RIVER RD
WASHOUGAL, WA 98671

FILED FOR RECORD
SKAMMIA CO. WASH
BY CLARK COUNTY TITLE

JUL 23 1 54 PM '01

G. Lawry
AUDITOR
GARY H. OLSON

Please print neatly or type information
Document Title(s)

DECLARATION OF COVENANTS,

Reference Numbers(s) of related documents:

By State of WA
#3-100 U
#3-100
#3-100
#3-100

Grantor(s) (Last, First and Middle Initial)

GARDNER, LARRY & ROSEMARY

Additional Reference #'s on page

Grantee(s) (Last, First and Middle Initial)

GARDNER, LARRY & ROSEMARY

Additional grantors on page

Legal Description (abbreviated form: i.e. lot, block, plat or section, township, range, quarter/quarter)

LOTS 1 & 2 OF R & L SHORT PLATS, BOOK 130 OF SP P 6397

Additional grantees on page

Assessor's Property Tax Parcel/Account Number

02-05-32-3-0-0104-00

Additional legal is on page

The Auditor/Recorder will rely on the information provided on this form. The staff will not read the document to verify the accuracy or completeness of the indexing information provided herein.

Additional parcel #'s on page

I am requesting an emergency nonstandard recording for an additional fee as provided in RCW 36.18.010. I understand that the recording processing requirements may cover up or otherwise obscure some part of the text of the original document.

Debi Damm Clark Co Title

Signature of Requesting Party

DECLARATION OF COVENANTS, CONDITIONS

AND RESTRICTIONS FOR

GARDNER SHORT PLAT LOT 2

THIS DECLARATION made on the date set forth below by LARRY GARDNER and ROSEMARY GARDNER, husband and wife, (hereinafter referred to as "Declarant").

WITNESSETH; whereas Declarant is the owner of Gardner Short Plat Lot 2, being a part of certain real property in Skamania County, State of Washington, more particularly described on the legal description attached hereto as Exhibit "A" and incorporated herein fully by this reference.

NOW, THEREFORE, Declarant hereby declares that the property described above, shall be held, sold and conveyed subject to the following 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 property or any part thereof, their heirs, successors and assigns and shall inure to the benefit of each owner thereof.

These covenants are for the benefit of the adjacent property now owned by Gardner (Declarant). Power to enforce these covenants lies with Gardners, as owner of the adjacent property, or their heirs, successors, or assigns.

ARTICLE I.

Definitions

1. "Owner" refers to the record holders of a fee interest, grantors under a deed of trust, and contract purchasers who are in possession of a lot. Declarant shall be considered the Owner of lot which it has not yet sold or which it reacquires.
2. "Property" shall mean and refer to that certain real property hereinbefore described.
3. "Lot" shall mean and refer to any parcel of land of the Property.
4. "Adjacent property" shall mean that certain remainder property owned by Gardner which is not part of Short Plat Lot 2.

ARTICLE II.

Use Restrictions

1. Enjoyment of Property. The Owners shall use their respective property to their own enjoyment in such a manner so as not to offend or detract from other Owner's enjoyment of their own respective properties. The maintenance, upkeep and repair of lot shall be the sole responsibility of the individual owner, and not the responsibility of other lot owners. Owner shall maintain their lot and any and all appurtenances in good order, condition and repair, and in a clean, sightly and sanitary condition at all times.
2. Derogation of Law. No Owner shall carry on any activity of any nature whatsoever on his property that is in derogation or in violation of the laws and statutes of the State of Washington, Skamania County, or other applicable government body.

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3. Animals. There shall be no commercial farming and husbandry operations. Small farming shall be permitted along with the raising of show animals provided such activity creates no visual, auditory or aesthetic nuisance or annoyance to the neighborhood.
4. Commercial Activity. There shall be no commercial activity by the owners within the Property except for the construction and sale of single-family homes and related activity; provided however, that specified home businesses and home occupations may be conducted if allowed by law and if such business and occupation will not cause traffic congestion or other disruption or create a nuisance or annoyance to the Property. A day care or nursing home is acceptable.
5. Temporary Structures. No structure of a temporary character such as trailer, shack, tent, garage, barn or other out building shall be used, moved or placed on Lot at any time as a residence or outbuilding, except that a mobile home may be used for a period of twelve (12) months while a permanent residence is under construction, then the mobile home must be removed.
6. Nuisances. No noxious or offensive activity shall be carried on upon the Property or Lot nor shall anything be done thereon which may become a nuisance as such as defined by the laws of the State of Washington or Skamania County. Owning a motorcycle/motorized bike is allowed, but racing and revving of the motor on lot causing excessive noise is not allowed.
7. Inoperable Automobiles. Inoperable cars or other unsightly vehicles shall not be stored on Lot in view of the roads or other Lots.
8. Trash and Trash Containers. All garbage or trash containers must be stored within a permanent structure where they are not visible from outside the premises. No trash, garbage, discarded equipment, rubbish, ashes, yard rakings or other materials resulting from landscaping activity, or other refuse, shall be thrown, dumped, or allowed to accumulate on any Lot, building site, street or driveway. Compost bin acceptable if confined and maintained.
9. Building Type and Completion. Once construction on any Lot has begun, it must be pursued to completion with diligence and finished within twelve (12) months from the issuance of the building permit. Other than outbuildings and appurtenant structures associated with a residence, no building shall be erected, placed or permitted to remain on any lot other than one single-family dwelling containing not less than 1200 finished square feet of livable enclosed floor area (exclusive of open or screen porches, basements, terraces, patios or garages), 1400 finished square feet for a split-level. For purposes of interpretation, dwellings with daylight basements shall be classified as a single-story, with the basement area excluded from the footage computation. Further, all "A" frame style homes shall have the minimum square footage required for split-level dwellings.
10. Mobile Homes. The use or placement of a mobile home, modular or prefabricated home, or manufactured home, or similar structure which is largely constructed off site as a living unit, is allowed. Any manufactured or mobile home must be 1998 or newer unless otherwise approved in writing by Declarant.
11. Firearms. The use of firearms is restricted. However, shotguns and bows and arrows may be used when used in a responsible and safe manner (unsafe manner would be firing toward or at people, animals, or buildings).

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ARTICLE III.
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 said covenants shall be automatically extended for a period of twenty years, unless the owner of the adjacent parcel elects not to extend the covenants.

ARTICLE IV.
General Provisions

1. Severability. Invalidation of any one of these covenants, reservations or restrictions by judgment or court order shall no way affect or invalidate any other provision, which shall remain in full force.
2. Interpretation. The captions herein are for convenience of use and reference only and do not define, limit, augment or describe the scope, content or intent of this Declaration or any parts of this Declaration. Any reference to the neuter, feminine or masculine gender each includes the other when the context so requires. The single number includes the plural whenever the context so requires.
3. Applicable Law and Venue. This Agreement shall be governed by Washington law. All actions shall be brought in Skamania County, Washington.
4. Waiver. Failure of Lot Owner at any time to require performance of the provisions of this Declaration shall not limit such party's right to enforce the provision, nor shall any waiver of any breach of any provision constitute a waiver of any succeeding breach of that provision or a waiver of that provision itself.

IN WITNESS WHEREOF, Declarant has executed this Declaration this 20th day of JULY, 20 .

DECLARANT:

By: Larry Wade Gardner

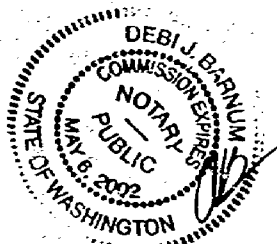
By: For many Denise Gardner

STATE OF WASHINGTON)
 CLARK :ss
County of Skamania)

On this day personally appeared before me, LARRY GARDNER, to me known to be a Declarant of GARDNER SHORT PLAT LOT 2, and acknowledged that he signed the same as his free and voluntary act and deed for the uses and purposes therein mentioned.

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WITNESS my hand and official seal hereto affixed the day and year first above written.



DEBI J. BARNUM
NOTARY PUBLIC in and for the State of WA

residing at: CAMAS

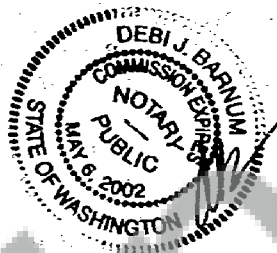
My Commission Expires: MAY 6, 2002

STATE OF WASHINGTON)

County of CLALLAM)
Skamania

On this day personally appeared before me, ROSEMARY GARDNER, to me known to be a
Declarant of GARDNER SHORT PLAT LOT 2, and acknowledged that he signed the same as his free
and voluntary act and deed for the uses and purposes therein mentioned.

WITNESS my hand and official seal hereto affixed the day and year first above written.



DEBI J. BARNUM
NOTARY PUBLIC in and for the State of

WASHINGTON

residing at: CAMAS

My Commission Expires: MAY 6, 2002

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Description of Gardner Short Plat Lot 2

A parcel located within the NW1/4 SW1/4 Section 32 T2N, R5E, W.M., in Skamania County, Washington, described as Lot 2 of the R. & L. GARDNER SHORT PLAT as shown on the map thereof recorded December 31, 1998 in Book 3, Page 347 of Short Plats, Auditor's File No. 133883, records of said County.

EXHIBIT A
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