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Scott E. Russon
Attorney at Law
12204 S.E. Mill Plain Blvd., Suite 200
Vancouver, WA 98684

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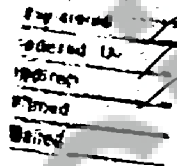
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CLERK

J. MICHAEL GARVISON

SCR 24480



Title of the Document:

Declaration of Covenants, Conditions, and Restrictions

Grantor:

Dubalson & Associates, LLC

Grantee:

Dubalson & Associates, LLC

Legal Description:

A tract of land located in the Southeast Quarter of the Southwest Quarter of Section 18, Township 2 North, Range 5 East of the Willamette Meridian, in the County of Skamania, State of Washington, more particularly described as follows:

Beginning at the Southwest corner of the Southeast Quarter of the Southwest Quarter of the said Section 18; thence East 408 feet; thence North 560 feet; thence West 408 feet; thence South 560 feet to the point of beginning.

EXCEPT that portion lying within Skye Road.

Reference Numbers:

N/A

Assessor Parcel I.D. Number:

2-5-18 1000

DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS - 1

DECLARATION OF COVENANTS, CONDITIONS AND, RESTRICTIONS

For the purposes of enhancing and protecting the value, attractiveness, and desirability of the real property described below, along with any parcel or lot within the bounds of said real property, the Grantor, Dubalson & Associates, LLC, hereby declares and places the covenants, conditions, and restrictions listed in Exhibit "A", attached hereto and fully incorporated herein by reference, upon the following described real property situate in Skamania County, Washington, which real property is owned in fee simple by the Grantor:

A tract of land located in the Southeast Quarter of the Southwest Quarter of Section 18, Township 2 North, Range 5 East of the Willamette Meridian, in the County of Skamania, State of Washington, more particularly described as follows:

Beginning at the Southwest corner of the Southeast Quarter of the Southwest Quarter of the said Section 18; thence East 408 feet; thence North 560 feet; thence West 408 feet; thence South 560 feet to the point of beginning.

EXCEPT that portion lying within Skye Road.

The above-described real property shall be subject to the covenants, conditions, and restrictions listed in Exhibit "A", which shall run with the land and be for the mutual benefit and protection of all present and future parcels or lots within said real property and the owners thereof.

The covenants, conditions, and restrictions listed in Exhibit "A" shall run with the land, shall be binding upon and inure to the benefit of all parties hereto, their successors and assigns, including all present and future owners and purchasers of the real property described above or portions thereof, and shall be included and made part of all conveyances of said real property or portions of said real property as if set forth in full in such transfers and conveyances. The covenants, conditions, and restrictions listed in Exhibit

DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS - 2

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"A" shall also be binding upon and inure to the benefit of any and all persons having any right, title, estate, lien, claim, or interest in the real property described above, and their heirs, legal representatives, successors or assigns.

The covenants, conditions, and restrictions listed in Exhibit "A" shall be binding and effective for twenty (20) years from the date this document is recorded, at the end of which time they shall be automatically extended for successive periods of ten (10) years, unless a suitable instrument is signed and recorded by a majority of the then owners of the above described real property agreeing to charge or remove said covenants, conditions, and restrictions in whole or in part.

IN WITNESS WHEREOF the Grantors have hereunto set their hands this ____ day of December, 2001.

Larry Baldwin
Larry Baldwin, Managing Partner of Dubalson & Associates, LLC

STATE OF WASHINGTON)
County of CLARK) ss.

On this day before me personally appeared LARRY BALDWIN, to me known to be the person described herein, 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.

SUBSCRIBED AND SWORN TO before me this 18th day of December, 2001.

CAROL ANN GAITHER
NOTARY PUBLIC
STATE OF WASHINGTON
COMMISSION EXPIRES
DECEMBER 15, 2005

Carol Ann Gaither
Notary Public for the State of Washington.
Residing in Vancouver, therein.
My Commission Expires: 12-15-2005

DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS - 3

EXHIBIT "A"

Covenants, Conditions, and Restrictions

1. **Definitions.**
 - a. "Property" shall mean all of the real property, or any portion thereof, that these covenants, conditions, and restrictions apply to.
 - b. "Lot" shall mean any divided parcel of property within the bounds of the above-defined Property.
 - c. "Owner" shall mean the record owner of an interest to any Lot within the bounds of the Property as those terms are defined above.
2. **Enjoyment of Property.** The Owners shall use their respective Lots to their own enjoyment in such a manner so as not to offend or detract from other Owners' enjoyment of their own respective Lots. The maintenance, upkeep, and repair of each Lot shall be the sole responsibility of each individual Owner, and not the responsibility of other Owners. Each 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.
3. **Derogation of Law.** No Owner shall carry on any activity of any nature whatsoever on his/her Lot that is in derogation or in violation of the laws and statutes of the State of Washington, Skamania County, or any other applicable government body.
4. **Animals.** There shall be no commercial farming or husbandry operations on any Lot. 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 other Owners.
5. **Commercial Activity.** There shall be no commercial activities by any Owner within the Property except for the construction and sale of single-family homes and related activity; provided however, that specified home businesses or home occupations may be conducted if allowed by law and if such businesses or occupations will not cause traffic congestion or other disruptions, or create a nuisance or annoyance to the Property. However, the following are specifically allowed as acceptable commercial activities: day care, nursing home, forestry operations, growing and selling Christmas trees, and timber cutting.
6. **Temporary Structures.** No structure of a temporary character such as a trailer, shack, tent, garage, barn, or other out building shall be used, moved, or placed on any 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.

7. Nuisances. No obnoxious or offensive activity shall be conducted on the Property or any Lot therein, nor shall anything be done thereon which may become a nuisance as defined by the laws of the State of Washington or Skamania County. The use of motorcycles, motorized bikes, MX bikes, dirt bikes, four-wheelers, or other similar motorized vehicles is strictly prohibited anywhere on the Property except on the public roads or driveways, and except when muffled four-wheelers are used for farm or property maintenance. Racing and revving of any vehicle's motor in a manner that causes excessive noise is not allowed.
8. Inoperable Vehicles. Inoperable cars or other unsightly vehicles shall not be stored on any Lot in view of the roads or other Lots.
9. 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 bins are acceptable if confined and maintained.
10. Building Type and Completion. Once construction on any Lot has begun, it must be pursued to completion with due 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 1,800 finished square feet of livable enclosed floor area (exclusive of open or screen porches, basements, terraces, patios, or garages), or 2,000 finished square feet for a two-story or split-level dwelling. 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. Dwellings presently existing on the date this document is recorded are specifically excluded from this section, including the Caldwell farm house.
11. Mobile Homes. The use, placement, or storage of mobile homes, modular homes, prefabricated homes, or similar structures which are largely constructed off site as living units is not allowed.
12. Firearms. The use of firearms is restricted. However, shotguns and bows and arrows may be used when used in a responsible and safe manner (an unsafe manner includes firing towards or at people, animals, or buildings).
13. Modification. These covenants, conditions, and restrictions may be modified at anytime only by an affirmative vote of seventy-five percent (75%) of the then owners of the Property. Successful modifications will become effective and binding only after a suitable instrument which reflects the modification(s) agreed upon is recorded and signed by seventy-five percent (75%) of the then owners of the Property.

14. Severability and Waiver. Invalidation of any of these covenants, conditions, and restrictions by judgment or court order shall in no way affect any of the other provisions, which shall remain in full force and effect. Failure by any party to enforce any of these covenants, conditions, and restrictions shall not be deemed a waiver of any such covenant, condition and restriction, presently or in the future.
15. Enforcement. Should any action of any nature be instituted by any party affected by these covenants, conditions, and restrictions to enforce these covenants, conditions, and restrictions herein, or to restrain the violation of these covenants, conditions, and restrictions after demand for compliance is made, the prevailing party in such action shall be entitled to recover reasonable attorneys fees and costs, whether or not such action is reduced to a decree, order, judgment or the like. The enforcement and interpretation of these covenants, conditions, and restrictions, and any dispute arising therein, shall be governed by the laws of the State of Washington.