

Return Address:

Dan Huntington
PO Box 230
Washougal, WA 98671

Document Title(s) or transactions contained herein:

Declaration of Covenants and Restrictions
of May Breslin Short Plat

GRANTOR(S) (Last name, first name, middle initial)

~~Dan~~ Huntington, Daniel Tucker Thomas
Tucker, Corrine, William H. (Crispian

☐ Additional names on page _____ of document.

GRANTEE(S) (Last name, first name, middle initial)

Huntington, Daniel Tucker Thomas
Tucker Corrine

☐ Additional names on page _____ of document.

LEGAL DESCRIPTION (Abbreviated: i.e., Lot, Block, Plat or Section, Township, Range, Quarter/Quarter)

NE $\frac{1}{4}$ of the SW $\frac{1}{2}$ of the SE $\frac{1}{4}$ of the NW $\frac{1}{4}$, the West $\frac{1}{2}$
of the West $\frac{1}{2}$ of the SW $\frac{1}{4}$ of the NE $\frac{1}{4}$ and the West $\frac{1}{2}$
of the East $\frac{1}{2}$ of the SW $\frac{1}{4}$ of the NE $\frac{1}{4}$, all of Section 4

☒ Complete legal on page 2 of document. Township 1 North, Range 5 East of 4.

REFERENCE NUMBER(S) of Documents assigned or released:

WM

AF 2004154523

☐ Additional numbers on page _____ of document.

ASSESSOR'S PROPERTY TAX PARCEL/ACCOUNT NUMBER

~~1-5-4-801~~
1-5-4-801

☐ Property Tax Parcel ID is not yet assigned

☐ Additional parcel numbers on page _____ of document.

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

WHEN RECORDED RETURN TO:

Name: Dan Huntington
Address: PO Box 230
City, State, Zip: Washougal, WA 98671

**DECLARATION OF COVENANTS AND RESTRICTIONS OF MAY BRESLIN
SHORT PLAT** as recorded in Skamania County, Washington in Book _____ and
Page AF 2004154523

The following Declaration of Covenants and Restrictions shall affect lots 2, 3, and 4 within the May Breslin Short Plat.

The following covenants, restrictions, reservations, conditions and agreements shall run with the land and shall be binding upon and ensure 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 platted areas as is set forth in full in such transfer and conveyances. Such reservations, conditions, agreements covenants and restrictions shall be binding and effective for a period of 20 years from the date hereof at the end of which time they shall be automatically extended for successive periods of ten years unless platted area has been recorded agreeing to change said covenants in whole or in part EXCEPT however if prior to such 20 year date, it appears to the advantage of this platted short plat that these restrictions should be modified then and in that event any modification desired may be made by a majority of the then owners of lots within this short plat and evidenced by suitable instrument filed for public record, 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 lot shall be re-subdivided into separate building sites. No lot shall be used except for residential purposes.
2. DWELLING SIZE: The main floor for one story dwelling structures exclusive of basements, open or screened porches and attached garages shall not be less than 1300 square feet. Multi-level dwelling structures shall contain a minimum floor area of 1600 square feet with all levels exclusive of garage area within the dwelling unit included in computation of footage for such multi-level dwellings.
3. EXTERIOR WALL CONSTRUCTION: Lap siding or better i.e., stucco, shingles, log, brick is required on street side of building.
4. BUILDING: Shall be stick built, stone, precast concrete, or brick.
5. ROOFING MATERIAL: Roofing material shall be a minimum 20-year composition or better, wood shake, wood shingle, or tile.

6. **BUILDING LOCATION:** No building shall be located on any lot with respect to setback from front, side and rear lot lines, except in conformity with the planning regulations and requirements of the municipal government having jurisdiction within the area in which this short plat is located.
7. **EASEMENTS:** Easements for the installation of utilities are reserved as shown on the official plat recorded in Skamania County, Washington and including any and all easements of ingress and egress into the any other part of the real property described as:

The Northeast Quarter of the Southwest Quarter, the Southeast Quarter of the Northwest Quarter, the West Half of the West Half of the of the Southwest Quarter of the Northeast Quarter and the West Half of the East Half of the Southwest Quarter of the Northeast Quarter, all of Section 4, Township 1 North, Range 5 East of the Willamette Meridian, Skamania County, Washington.

The area included in said easements shall be maintained in an attractive and well kept manner.

8. **NUISANCES:** No noxious or offensive activity shall be carried on or upon any lot nor shall anything be done thereon which may be nor may become an annoyance or nuisance to the neighborhood. Yards and grounds shall be maintained in a neat and sightly fashion at all time. No parking or dismantling of inoperable vehicles shall be permitted on any lot except in a shop. No trailers or other recreational vehicles shall be storage-parked in the public street area, nor shall any trailer/recreational vehicles (boat, mobile home, mobile trailer, truck camper) be storage-parked on any lot or parked within front set back of building line and must be shielded from public view by sight obscuring fence or garage.
9. **TEMPORARY STRUCTURES:** No structure of a temporary character, including trailers of any type, basement, tent shack, garage, barn or other outbuilding shall be used on any lot at any time as a residence for longer than 1 month.
10. **GARBAGE AND REFUSE DISPOSAL:** No lots 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.
11. **LIVESTOCK AND POULTRY:** No pet will be allowed to run loose except within a fenced yard. No domestic animals, livestock or poultry of any kind will be allowed to run loose except within a fenced area. There will be no more than two dogs, 2 cats or other usual household pets may be kept provided that they are not permitted to cause damage. Birds such as peacocks and emus are not permitted.

12. **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. Nor shall the invalidation of any said reservations, conditions, agreements, covenants, by judgment of court order affect any of the other provisions hereof, which shall remain in full force and effect.
13. **ATTORNEY'S FEES:** 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 cessations of such violation, and failure to comply with such demand then and in either of said events and whether such suit or action be reduces to decree or not, the party instituting such 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 action or appeal thereof, in addition to statutory costs and disbursements.
14. **BOATS AND TRAILERS:** No trailers or habitable motor vehicles of any nature shall be kept on or stored on any part of any lot or any of the private roads or driveway in
15. The short plat except within enclosed garage or sight obscuring fence or hedge on a lot. No boats or trailers are allowed stored in driveways in the easements across other lots.
16. **PRIVATE ROADS:** Private roads will have separate road maintenance agreements between and including all lot owners that will use said roads.

The undersigned owners of all the lots of May Breslin Short plat as recorded in Skamania County establish the above Covenants and Restrictions of said short plat.

By [Signature]
Daniel Huntington

STATE OF WASHINGTON)
COUNTY OF Clark) ss.

I certify that I know or have satisfactory evidence that Daniel Huntington the person(s) who appeared before me, and said person(s) acknowledged that Re signed this instrument and acknowledged it to be free and voluntary act for the uses and purposes mentioned in this instrument.

Dated: 6-23-04

[Signature]
Notary Public in and for the State of Washington,
Residing at Vancouver
My appointment expires: 6-29-07



By [Signature]
Corrine Tucker

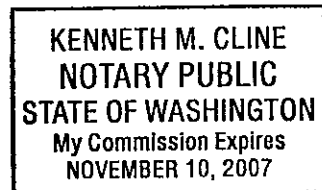
[Signature]
Thomas Tucker

STATE OF Washington)
COUNTY OF Clark) ss.

I certify that I know or have satisfactory evidence that Corrine Tucker and Thomas Tucker the person(s) who appeared before me, and said person(s) acknowledged that they signed this instrument and acknowledged it to be them free and voluntary act for the uses and purposes mentioned in this instrument.

Dated: 6-29-04

[Signature]
Notary Public in and for the State of Washington,
Residing at Clark County
My appointment expires: Nov 10, 2007



Page 5 of C C and R's' May Breskin Short Plat

The undersigned owners of all the Lots of May Breskin Short Plat as recorded in Skamania County, establish the above Covenants and Restrictions of said short plat..

This is continuation of signatures on page 4.

By William A Crispian
William Crispian

Oregon
STATE OF WASHINGTON)
Multnomah Ms
COUNTY OF CLARK

I certify that I know or have satisfactory evidence that Bill Crispian is the person who appeared before me, and said person acknowledged that he signed this instrument and acknowledged it to be his free and voluntary act for the uses and purposed mentioned in this instrument.

Dated: August 9 2001
Jennifer L Miller Your Text Here
Notary Public in and for the State of Washington
Residing at Portland OR
My appointment expires: May 16 2007

