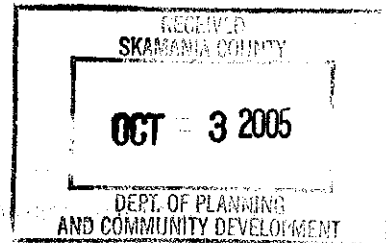


Shelley Moore
6700 NE 162nd, #611 PMB 153
Vancouver, WA 98682

Doc # 2005159645
Page 1 of 4
Date: 11/28/2005 12:53P
Filed by: SHELLEY MOORE
Filed & Recorded in Official Records
of SKAMANIA COUNTY
J. MICHAEL GARVISON
AUDITOR
Fee: \$35.00

<i>Document Title(s) or transactions contained herein:</i> CC&R's
<i>GRANTOR(S) (Last name, first name, middle initial)</i> Shelley Moore <input type="checkbox"/> Additional names on page _____ of document.
<i>GRANTEE(S) (Last name, first name, middle initial)</i> Shelley Moore Short Plat <input type="checkbox"/> Additional names on page _____ of document.
<i>LEGAL DESCRIPTION (Abbreviated: i.e., Lot, Block, Plat or Section, Township, Range, Quarter/Quarter)</i> S ½, NE ¼, SW ¼ Section 4, Township 1 North, Range 5 East, W.M. <input type="checkbox"/> Complete legal on page _____ of document.
<i>REFERENCE NUMBER(S) of Documents assigned or released:</i> <input type="checkbox"/> Additional numbers on page _____ of document.
<i>ASSESSOR'S PROPERTY TAX PARCEL/ACCOUNT NUMBER</i> Shelley Moore Short Plat, 01-05-04-0-0-0802-00, AF# 2005 _____ <input type="checkbox"/> Property Tax Parcel ID is not yet assigned <input type="checkbox"/> 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.



DECLARATION OF COVENANTS AND RESTRICTIONS OF LOTS 2, 3, AND 4 OF THE SHELLEY MOORE SHORT PLAT as recorded in Skamania County, Washington in Auditor's File No. 2005159644.

The following Declaration of Covenants and Restrictions shall affect lots 2, 3, and 4, excepting lot 1 within the Shelley Moore Short Plat.

The following covenants, restriction, 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 shall be a part of all transfers and conveyances of the property within such platted areas as is 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 20 years from the date hereof, at the end of which time they shall be automatically extended for successive periods of ten years unless the 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 short plat that these restriction 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 1 of the following.

1. **LAND USE AND BUILDING TYPE:** No lot shall be re-sub-divided into separate buildings sites. Lots shall be used for single- family residences only.
2. **DWELLING SIZE:** The main floor for one story dwelling structures exclusive of basements, open or screened porches and attached garages shall be a minimum of 1500 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 the square footage.
3. **BUILDINGS:** Homes will be stick built, stone, brick, or pre-cast concrete. Manufactured and modular homes must be no older than three years at the time of the signing of this agreement and shall be "pit-set" with concrete skirting. Homes will have a roof pitch minimum of 5/12.

4. **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 county and municipal governments having jurisdiction within the area in which this short plat is located. Those parcels on the south side of White Dog Road will adhere to a 50 foot setback from the southern boundary of their respective parcels.
5. **EASEMENTS:** Utility and road easements are reserved as shown on the official plat recorded in Skamania County, Washington in Auditor's File No. 2005159644 in Skamania County, Washington. The area included in said easements shall be maintained in as attractive and well kept condition as the surrounding property.
6. **NUISANCES:** No noxious or offensive activity shall be carried out or upon any lot nor shall anything be done thereon which may be nor may become an annoyance or nuisance to the neighborhood. No gunfire or hunting in the neighborhood. Yards and grounds shall be maintained in a neat and sightly fashion at all times. No parking or dismantling of inoperable vehicles shall be permitted on any lot except in a shop. Trailers, boats, campers, and other recreational vehicles shall be appropriately stored behind sight-obscuring fences, hedges, or garages.
7. **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 one month.
8. **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 equipment used for the temporary storage or disposal of such material shall be kept in a clean and sanitary condition.
9. **LIVESTOCK AND PETS:** No pet will be allowed to run loose except within a fenced area. Livestock and poultry are allowed except peacocks, emus, and pigs. No exotic carnivores such as cougars, tigers, wolves, wolf-hybrids, bears, or reptiles shall be kept by residents. All livestock will be kept within adequate fencing.
10. **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 existing violation thereof nor shall the invalidation of any said reservations, conditions, agreements, covenants, by judgement or court order affect any of the other provisions hereof, which shall remain in full force and effect.

11. **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 reduced to decree or not, the party instituting such 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.
12. **PRIVATE ROAD:** White Dog Road will have a separate road maintenance agreement between and including all lot owners that will use said road.

The undersigned owner of all the lots of the Shelley Moore Short Plat as recorded in Skamania County, Washington establish the above covenants and restrictions of said short plat.

Dated Aug 16, 2005

Shelley Moore
Shelley Moore

STATE OF WASHINGTON }

COUNTY OF Clark }

ss.

I certify that I know or have satisfactory evidence that Shelley Moore the person who appeared before me, and said person acknowledged that she signed this instrument and acknowledged it to be her free and voluntary act for the uses and purposes mentioned in this instrument.

Dated 8/16/05

Trisha K. Hunter
Notary Public in and for the State of Washington,
Residing at Vancouver, WA
My app't expires: 11-1-06

TRISHA K. HUNTER
NOTARY PUBLIC
STATE OF WASHINGTON
COMMISSION EXPIRES
NOVEMBER 1, 2006