

Doc # 2005159708

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Filed by: CLARK COUNTY TITLE

Filed & Recorded in Official Records
of SKAMANIA COUNTY

J. MICHAEL GARVISON

AUDITOR

Fee: \$38.00

RETURN ADDRESS:

PHIL LONG
P.O. BOX 418
WASHOUGAL, WA 98671

Re: CCT 00105025WT

DOCUMENT TITLE(S)

DECLARATION OF CONDITIONS, COVENANTS AND RESTRICTIONS FOR STAR
VALLEY

REFERENCE NUMBER(S) OF RELATED DOCUMENTS:

GRANTOR(S) (Last, First and Middle Initial)

1. LONG, PHILLIP E.
2. LONG, PAMELA D.
3. Additional Grantors on page

GRANTEE(S) (Last, First and Middle Initial)

1. LONG, PHILLIP E.
2. LONG, PAMELA D.
3. Additional Grantors on page

TRUSTEE:

1. *rc*

LEGAL DESCRIPTION: (Abbreviated form: i.e. lot, block, plat or section, township, range quarter/quarter)

NW Section 29, Township 3N, Range 5E *MD, 11-30-05*

ASSESSOR'S PROPERTY TAX PARCEL/ACCOUNT NUMBER: 03-05-29-0-0-0100-00, 03-05-29-0-0-0113-00,
03-05-29-0-0-0114-0, 03-05-29-0-0-0115-0, 03-05-29-0-0-0116-00, 03-05-29-0-0-0117-00,
03-05-29-0-0-0118-00

☐ If this box is checked then the following applies:

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.

Signature of Requesting Party

**DECLARATION OF CONDITIONS, COVENANTS, AND RESTRICTIONS
for
STAR VALLEY**

Star Valley consists of all legal tax lots which are located entirely within the boundaries of the NW 1/4 of section 29, T3N, R5E, W.M. Skamania County, Washington State.

RECITALS

WHEREAS, Declarant is the owner of the above properties herein referred to as Star Valley located in Skamania County, Washington as shown on the map in attachment "A".

WHEREAS, Star Valley is an area of much natural beauty, abundant wildlife and vital watershed.

WHEREAS, Star Valley lies in a uniquely isolated location bordered by public land on the north, west and south boundaries and a ridge line to the east with a river through the center from north to south.

WHEREAS, Declarant desires to establish a small community for the purpose of preserving, improving and enjoying the natural beauty and peaceful condition of the private land within the valley.

DECLARATION

THEREFORE, Declarant hereby declares that all tax lots in Star Valley shall be held, sold, and conveyed subject to the following easements, conditions, covenants, and restrictions 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 in 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 upon them and shall be a part of all transfers and conveyances of the property within Star Valley as if set forth in full in such transfers and conveyances. Such covenants, restrictions, reservations, conditions and agreements shall be binding and effective for a period of thirty (30) years from the date hereof, at the end of which time they shall be automatically extended for successive periods of ten (10) years, unless an instrument signed by a majority of the then owners of the lots within Star Valley has been recorded, agreeing to change said covenants, restrictions, reservations, conditions and agreements in whole or in part; EXCEPT, however, if prior to such thirty (30) year date, it appears to the advantage of this area that these restrictions should be modified then and in that event, any modification desired may be made by an affirmative vote of eighty (80) percent of the then owners of lots within Star Valley and evidenced by suitable instrument filed for public record; or if such events occur during the development periods such modification or waiver of nonconformity may be evidenced by special permission granted in writing by the

declarant, or his successors, heirs, or assigns, without such vote of other owners, provided, however, that such modification or waiver shall not affect the provisions of Paragraph 2 below. In all votes pertaining to the administration of Star Valley, the owner of each lot is assigned one vote and the total number of votes is seven (7). All shared costs, unless otherwise specified herein, are at the rate of 1/7th of the total cost per lot owned.

2. LAND USE AND BUILDING TYPE.

A. No lot shall be used for other than residential purposes. Mobile homes or pre fabricated homes are not permitted. No building shall be erected, altered, placed or permitted to remain on any lot other than one site built detached single family dwelling not to exceed two (2) stories plus basement, together with a private garage for not less than two (2) cars. However, the foregoing provisions shall not be interpreted to exclude construction of a private green house, private swimming pool, or shelter or porch for the protection of such swimming pool, or for the storage of a boat and/or camping trailer kept for personal use, or a barn or tool shed, or power building for generation, storage, and distribution of electricity, provided the location of such structures are in conformity with the applicable county regulations and are compatible in design and decoration with the residence of said lot.

B. The total floor area of the dwelling structure, exclusive of basement, open or screened porches, and attached garages, shall be not less than 1300 square feet for a one story dwelling, and not less than 1800 square feet for a two story or split level dwelling. A daylight basement shall be considered as any other basement and not be included for the purpose of counting stories and square footage.

C. All roof materials shall be metal or tile. All exteriors shall be cedar, stone, brick, steel, lap siding, or decorative concrete. No T1-11 or similar sheet-type siding may be used as exterior siding. Nothing in the foregoing is intended to exclude log homes.

D. Construction of any dwelling shall be completed, including exterior decoration within eighteen (18) months from the date of start of such construction. All lots subsequent to purchase from developers and prior to construction of improvements thereon shall be kept in a wild state except for the area designated as building site which may be cleared and maintained in a neat and orderly condition and free of weeds and the grass thereon mowed at sufficient intervals to prevent the creation of a fire hazard.

3. UTILITIES AND SERVICES. All utilities and services, including but not limited to, water, septic, power, gas, fire protection, road maintenance and waste removal are the responsibility of the individual owners and will meet all applicable county regulations without being conspicuous or being a nuisance to other land owners in Star Valley. All utility transmission will be underground. Preference should be given to renewable energy resources where available.

4. NATURAL STATE. Apart from the home site, trails, gardens, parks and roads, the property will be maintained in an essentially natural, wild condition. This is to include a thirty (30) foot natural buffer on both sides of all property lines adjacent to other lots where vegetation may not be removed. Trees, snags and brush may only be removed for a fire safety zone, home site improvement of up to three (3) acres, access trails, roads footpaths and private park or garden areas. Tree removal for lumber or profit is expressly prohibited in Star Valley except in clearing for home site.

5. NUISANCES. No noxious or offensive activity shall be carried on upon any lot nor shall anything be done thereon which may be or become an annoyance or nuisance in Star Valley. Yards and grounds shall be maintained in a neat and orderly fashion at all times. No parking or dismantling of inoperable vehicles shall be permitted on any lot. No trailers, motor homes, boats or recreational vehicles shall be storage parked in any public or private road area or in the view of any other lots. PROVIDED THAT any trailers, motor homes, boats or recreational vehicles stored in accordance with the restrictions mentioned in the foregoing shall be stored within a garage storage.

6. STREAMBELT EASEMENT. A shared easement of one hundred (100) feet either side of the centerline of the West Fork of the Washougal River for its entire course through Star Valley is hereby created for the common use, enjoyment and passage, on foot, of all property owners and is attached as such to every lot as a legal right of access for all parties.

7. TEMPORARY STRUCTURES. No structure of a temporary character including trailers, motor homes, boats or recreational vehicles of any type, basement, tent, shack, garage, barn or other outbuilding shall be used on any lot at any time as residence either temporarily or permanently.

8. SIGNS. No sign of any kind shall be erected, maintained or displayed to the public view on any lot except one professional sign not larger than one square foot, one sign not larger than 18X24 inches, advertising property for sale or rent; or signs used by the developer or builder to advertise the property during the initial sales and construction period. This restriction, however, shall not be construed to prohibit ornamental plates designating the name and address or the owners thereof.

9. GARBAGE AND REFUSE DISPOSAL. No lot shall be used or maintained as a dumping for rubbish. Trash, garbage or other waste shall not be kept, except in sanitary containers, pending collections and removal. All equipment for the temporary storage or disposal of such material shall be kept in a clean and sanitary, bear proof, condition. No burning of garbage or waste is permitted in Star Valley.

10. NATURAL RESOURCES. No oil drilling, oil development, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts shall be permitted on or in any lot. No derrick or other structures designed for use in boring for natural gas shall be erected, maintained or permitted upon any lot.

11. HAZARDOUS ACTIVITIES. No activity shall be conducted on any property and no improvements constructed on any property, which are or might be unsafe or hazardous to person or property. Without limiting the generality of the foregoing, no firearms shall be discharged upon the subject property. No hunting is allowed in Star Valley.

12. SUBDIVISION. No lot in Star Valley may be subdivided. Any boundary line adjustments must be approved by a majority of lot owners.

13. EASEMENTS. Each and every lot owner, by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, is granted shared right of way along existing roads and easements for ingress, egress and utilities to existing driveway entrance at lot boundaries, and is deemed to covenant and agree to share equally 1/7th of all expenses per lot owned to improve and maintain all shared private roads and easements, from Skamania Mines Road to the end of all shared roads within Star Valley, in passable and attractive condition regardless of whether or not other parties outside of Star Valley who share easements elect to contribute to such expenses. This maintenance is to include, but not be limited to, gravel replacement, grading, drainage maintenance, vegetation control, gate maintenance and improvements, and bridge maintenance. The cost of winter snow removal from shared roadways and easements, when possible and desirable, will be shared equally by all lot owners who require and/or who gain access to property as a result of such service.

14. FENCES. No barbed wire fences are allowed along shared roadways in Star Valley.

15. FARMING/ANIMALS. Small farming along with the raising of show animals may be permitted, provided such activity creates no visual, auditory olfactory, or aesthetic nuisance or annoyance in the community. There shall be no commercial raising of dogs, poultry, swine or fur bearing animals, nor shall there be any kennels operated on a commercial basis. Dogs, cats and reptiles shall be controlled as provided by ordinance of Skamania County and shall not be permitted to run free or otherwise become a nuisance or a source of annoyance to other residents. A majority of lot owners may at any time provide written notice to the owner of an animal that is deemed to be a nuisance requiring the removal of any animal which is found to unreasonably disturb a majority of lot owners. This remedy is in addition to any other remedies available pursuant to the applicable ordinances of Skamania County or State statutes.

16. NONNATIVE PLANTS. There shall be no planting, growing, or intentionally propagating of any nonnative plants, grasses, flowers or any other flora in the natural areas of Star Valley. All domestic cultivation and growing of nonnative species of plants will be confined to the cleared home site and roadway areas. Reasonable care will be taken to limit the spread of any nonnative species of plants to the wild/natural areas of Star Valley.

17. MOTORIZED VEHICLES. No racing or revving of engines or causing excessive noise shall be permitted or is allowed on any shared roadway or on any lot in Star Valley.

18. ENFORCEMENT.
A. The failure on the part of any 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 covenants, restrictions, reservations, conditions and agreements by judgment or court order affect any of the other provisions hereof, which shall remain in full force and effect.

B. Should any suit or action be instituted by any of said parties to enforce any of said covenants, restrictions, reservations, conditions and agreements, or to restrain the violation of any thereof, after written demand for compliance or for the cessation of such violation, and failure to comply with such demand, and regardless of whether a suit or action is commenced and/or reduced to judgment, the prevailing party in such suit or action, including any mediation or arbitration action, shall be entitled to recover from the losing party therein such sum as the court may adjudge 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 2 day of Nov. 2005.



PHILLIP E. LONG DECLARANT



PAMELA D. LONG DECLARANT
Read and Approved:

X 

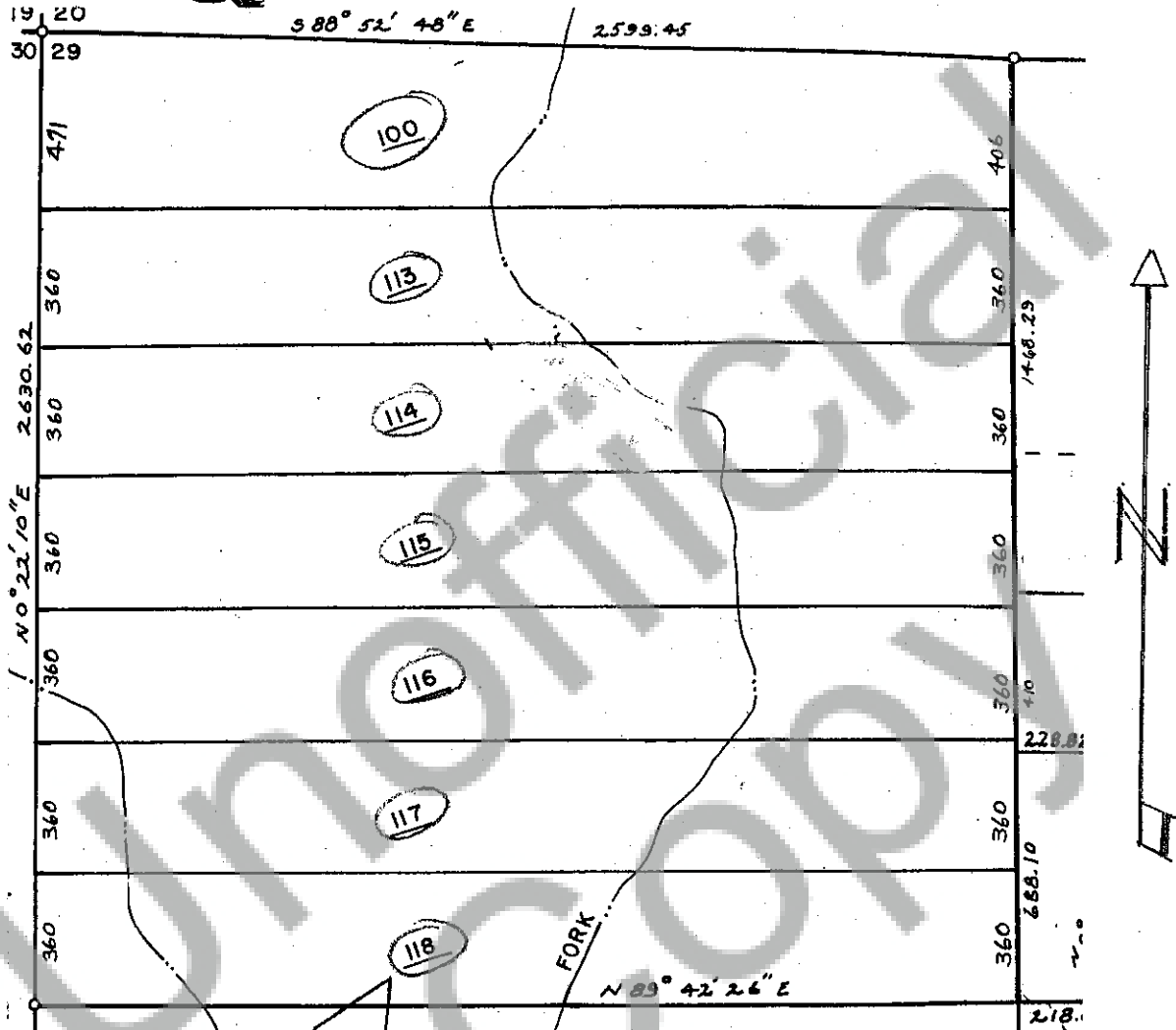
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