

After recording return to:  
Howard D. Pelky  
402 Laurel Lane  
Washougal, WA 98671

Doc # 2006160716  
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Date: 03/02/2006 02:18P  
Filed by: HOWARD AND DEBORAH PELKY  
Filed & Recorded in Official Records  
of SKAMANIA COUNTY  
J. MICHAEL GARVISON  
AUDITOR  
Fee: \$34.00

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF  
PELKY SHORT PLAT, Recorded in AF#2005159821, County of Skamania

Lot 1, Pelky Short Plat: 02-05-32-3-0-1102-00  
Lot 2, Pelky Short Plat: 02-05-32-3-0-1112-00  
Lot 3, Pelky Short Plat: 02-05-32-3-0-1113-00

The following covenant, restrictions, reservations, conditions and agreements shall run with the land and shall be binding upon them and enure to the benefit of all parties hereto, their successors and assignees and all persons claiming upon them and shall be part of all transfers and conveyance of the property within such platted areas as if 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 thirty (30) years from the date thereof, 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 lots within such platted area has been recorded, agreeing to change such covenants and restrictions.

1. LAND USE AND BUILDING TYPE – No lot shall be re-short platted into separate building sites. No lot shall be used except for residential purposes. Residence must be stick-built, onsite. No building shall be erected, placed or permitted to remain on any lot other than one detached single family dwelling with an attached or detached garage for not less than two (2) cars. However, the foregoing provisions shall not be interpreted to exclude construction of a private greenhouse, shop, swimming pool, or a shelter or port for the protection of such swimming pool, provided the location of such structures are in conformity with the applicable municipal regulations of Skamania County and are compatible in design and decoration with the residence constructed on such lot.
2. DWELLING SIZE – The main floor area for one story dwellings, exclusive of basements, open or screened porches and attached garages shall not be less than 1500 square feet. For dwelling structures of more than one story exclusive of basement, open or screened porches and attached garages shall not be less than a total of 2100 square feet with all levels exclusive of garage area with the dwelling

unit included in the computation of footage of such split level dwellings. For the purpose of interpretation of this paragraph, those dwelling units with basements, daylight or subterranean, shall be classified as a single story, with the basement area excluded from the computation of footage.

3. **BUILDING LOCATION** – No building shall be located on any lot with respect to setbacks from front, side and rear lot lines, except in conformity with 2 acre minimum zoning to comply with Skamania County Planning regulations and requirements.
4. **COMPLETION**- Construction of any dwelling shall be completed, including exterior decoration, within six (6) months from the start of such construction. Exterior paint colors to be muted “earth tones”, i.e. green, beige, taupe, brown. Front yard landscaping shall be completed within one (1) year after occupancy.
5. **EASEMENTS**- Easements for the installation of utilities, well head easement, water agreement and easement for a Class B Public Water System and the pedestrian easement for the benefit of Lots 1, 2 and 3, as referred to on the Pelky Short Plat shall be reserved and shall apply in full force and effect to all owners within said short plat.
6. **NUISANCES** – No trade, craft, business, professional, commercial or manufacturing enterprises or business or commercial activity of any kind, including day care, nurseries, church school or day school, shall be conducted or carried on upon any lot. No goods, equipment, vehicles, (including trucks, trailers, buses, boats, campers of any description) or materials or supplies in connection with any trade, service or business, wherever the same may be conducted, be kept, parked, stored, dismantled, or repaired on any lot within the Pelky Short Plat. Any recreational vehicles, including motor home, camper, etc. must be housed in its own garage, out of site. No act shall be done on any lot or building site which may be or may become an annoyance or nuisance to the neighborhood. No premises shall be used for any other purpose whatsoever except for the purpose of a private dwelling or residence.  
  
No trash, garbage, ashes or other refuse, junk vehicles, underbrush or other unsightly growths or objects shall be thrown, dumped or allowed to accumulate on any lot or road. During construction, the public and private roads at the building sites shall be kept free of mud and debris.
7. **LIVESTOCK AND POULTRY** – No animals, livestock, or poultry of any kind shall be raised, bred or kept on any lot, except that no more than three dogs and/or two cats or other usual small household pets may be kept, provided that they are not permitted to cause damage, constitute a nuisance or run at large, off leash, in the neighborhood.

8. ENFORCEMENT - The failure on the part of any of said lot owners within the Pelky Short Plat affected by these restrictions at any time, to enforce any of the provisions hereof shall in no event be deemed a waiver thereof, or of any existing violation thereof, nor shall the invalidation of any of said reservations, agreements, covenants, conditions or restrictions by judgement or court order affect any other provision hereof, which shall remain in full force and effect. In the event legal action is commenced in connection with this Declaration, the prevailing party in such action shall be entitled to recover its reasonable attorney fees and costs in the trial court and any appeal thereafter. The term "action" shall be deemed to include actions commenced in the bankruptcy courts of the United States and any other court of general or limited jurisdiction costs (discovery and otherwise) witness fees (except and otherwise), out of pocket costs, surety bonds, and any other reasonable expenses.

Made and executed this 27<sup>th</sup> day of February, 2006

By: Howard D. Pelky  
Howard Pelky, Owner

Deborah L. Pelky  
Deborah L. Pelky, Owner

State of Washington  
County of Skamania;ss

On this day personally appeared before me Howard D. & Deborah L. Pelky  
~~and~~ to me known to be the individuals  
described in and who executed the within and acknowledged to me that they  
signed the same as their free and voluntary act and deed for the purposes there-  
in mentioned. Given under my hand and official seal this 27<sup>th</sup> day of February,  
2006.

Jeri L. Connolly

Notary Public in and for the State of Washington, and residing at  
Skamania County

My commission expires April 28, 2008.

