

**RECORDING REQUESTED BY  
AND WHEN RECORDED RETURN TO:**

Albert F. Schlotfeldt  
Duggan Schlotfeldt & Welch, PLLC  
PO Box 570  
Vancouver, WA 98666-0570

**Grantor** : Polito, Steven K.  
Eagle Peak Short Plat  
**Grantee** : The Public  
**Abbreviated Legal** : Lots 1, 2, 3, and 4, Eagle Peak Short Plat  
SW ¼, SE ¼ and SE ¼, SW ¼, S5, T1N, R5E, WM  
**Tax Parcel No.** : 01-05-05-0-0700-00 (as adjusted by Eagle Peak Short Plat)  
**Other Reference No(s).** : 2006162927

**DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS  
OF  
EAGLE PEAK SHORT PLAT**

According to the short plat thereof recorded in Skamania County, Washington, under Auditor's  
File No. 2006162927 by Steven K. Polito (the "Declarant")

The following covenants, conditions, restrictions, reservations, easements, and agreements contained in this Declaration of Covenants, Conditions, and Restrictions (the "Declaration" or "CC&Rs") shall run with the land and shall be binding upon and inure to the benefit of all parties hereto, their heirs, successors, successors-in-title, and assigns, and all persons claiming under them, and shall be a part of all transfers and conveyances of the real property, the perimeter description of which is set forth in Exhibit A attached hereto and by this reference incorporated herein, (the "Property") and each of the four lots within such platted area (the "Lots," and each a "Lot"), as if set forth in full in such transfers and conveyances.

Such covenants, conditions, restrictions, reservations, easements, and agreements shall be binding and effective for a period of ten (10) years from the date hereto, 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 (the "Owners," and each an "Owner") has been recorded, agreeing to modify this Declaration, in whole or in part; EXCEPT, however, if prior to such ten (10) year date, it appears to the advantage of the Property that this Declaration should be modified, then and in that event, any modification desired may be made by affirmative vote of two-thirds (2/3) of the then Owners of Lots and evidenced by suitable instrument(s) filed for public record; or, if such event occurs during the development period, such modification may be

evidenced by special approval granted in writing, by Declarant or its successor(s) (and all further references to "Declarant" shall include the Declarant's successors as well), without such vote of other Owners; provided, however, that such modification shall not affect the provisions of section 1 of this Declaration. Declarant hereby declares that all of the Property shall be held, sold, and conveyed subject to the following covenants, conditions, restrictions, reservations, easements, and agreements:

1. Land Use and Building Type.

1.1. No Lot shall be subdivided into separate building sites without the approval of two-thirds (2/3) of all Owners. No Lot shall be used, except for residential purposes.

1.2. One (1) site-built, single-family dwelling, together with an attached or detached private garage for not less than two (2) cars, shall be erected, altered, placed, or permitted to remain on any Lot.

1.3. In addition, a private swimming pool, or a shelter or port for the protection of such swimming pool, or for the storage of a boat and/or tools, lawn equipment or other household items, or a private greenhouse ("out buildings") may be installed, built, erected, placed, or permitted to remain on a Lot, provided the location of such out buildings are in conformity with the applicable municipal regulations and the Black Tail Deer Habitat Covenant and are compatible in design and decoration with the residence constructed on such Lot.

1.4. Unless any Washington state, county, or city ordinance mandates otherwise, and unless otherwise approved by the Architectural Control Committee ("ACC") provided for in section 4, the Owner of a Lot owner may not install, erect, or otherwise place, or allow to be placed on a Lot, a mobile, manufactured, or modular home.

1.5. The type and style of all buildings, outbuildings, or other structures shall be approved prior to construction by the ACC.

2. Dwelling Size. The main floor area for one (1) story dwelling structures, exclusive of basements, open or screened porches and attached garages, shall be not less than 1,500 square feet. For a dwelling structure of more than one (1) story, exclusive of basement, open or screened porches and attached garages, such main floor area shall be not less than 750 square feet and not less than a total of 1,800 square feet within the dwelling structure. Split-level dwelling structures shall contain a minimum floor area of 1,800 square feet, with all levels, exclusive of garage area, within the dwelling unit included in computation of footage of such split-level dwellings. For the purpose of interpretation of this section, those dwelling structures with daylight basements shall be classified as a single story, with the basement area excluded from computation of footage. At a minimum, a 2-car garage is required for all dwellings.

3. Building Location. No building shall be located on any Lot with respect to setbacks from front, side and rear lot lines, or within any well protection areas, except in conformity with

applicable zoning, and with the planning regulations and requirements of the municipal government having jurisdiction within the area in which the Property is located.

4. Architectural Control.

4.1. An ACC of three (3) persons (who must be lot Owners) shall be appointed by Declarant. A majority of the ACC may designate a representative to act for it, and may, from time to time, replace the designated representative or elect to handle all duties of the ACC directly. In the event of the death, resignation or unwillingness or inability to continue to serve of any member of the ACC, the remaining members or member shall designate a successor. If the remaining members or member of the ACC shall fail to appoint a successor within a reasonable period of time, then, while Declarant, or its successor is the Owner of any of the Lots, it may appoint such successor. Neither the members of the ACC nor any designated representative shall be entitled to any compensation for services performed pursuant to this section 4.

4.2. After five (5) years from the date of recordation of the plat of the Property, the then Owners of a majority of the Lots shall have the authority and power, through a duly recorded written instrument, to change the members or the number of members of the ACC, or to dissolve the ACC, or restore to the ACC any of its powers and duties.

4.3. No building, fence, hedge, wall or other structure shall be erected, placed or altered on any Lot until the construction plans and specifications and a plan showing the location of the structure, materials, harmony of external design with existing structures, and as to location with respect to topography, and finish grade elevation have been approved by the ACC.

4.4. The ACC approval or disapproval as required in this section 4 shall be in writing. In the event the ACC, or its designated representative, fails to approve or disapprove within thirty (30) days after plans and specifications have been submitted to it, or in the event the ACC has disapproved plans and/or specifications, the Owner has nevertheless proceeded with construction on its Lot, and no suit or action to enjoin construction has been commenced by Declarant or its successors, the ACC, on behalf of the Owners, or any Owner or group of Owners, prior to the completion of the improvements on such Lot, then written approval of the ACC will not be required, and the requirements of this section 4 shall be deemed to have been complied with. Provided, however, the dwelling size and types of structures and improvements as set forth in sections 1 and 2 shall be requirements and continuing covenants in any event, without regard to whether the approval of the ACC has been obtained or is deemed to have been obtained in accordance with this section.

5. Completion. Construction of any dwelling shall be completed, including exterior decoration, within nine (9) months from the date of the start of such construction. All Lots shall, subsequent to purchase from Declarant and prior to the construction of improvements thereon, be kept in a neat and orderly condition and free of brush, vines, and weeds, and the grass thereon cut or mowed at sufficient intervals, to prevent creation of a nuisance or fire hazard or violation of any state, county, or local noxious weed codes. The front yard landscaping on all Lots and

side yards on corner Lots must be completed within four (4) months from the date of construction dwelling completion or within two (2) months of occupancy, whichever occurs first.

6. Sidewalks. Sidewalks are not required along any private lane or roadway delineated on the Short Plat.

7. Trees. All trees to be planted by the Owner of a Lot shall comply with the Declaration Of Covenants, Conditions, And Restrictions For Blacktail Deer Habitat contained in Section 20 (the "Black Tail Deer Habitat Covenant"). The Owner of a Lot in which trees have been planted shall be responsible for maintaining such trees in a good and attractive condition, including watering and replacement to the extent necessary. No trees along the private roadways traversing any Lot in the Eagle peak Short Plat shall be removed, except for diseased or dead trees and trees needing to be removed to promote the growth of other trees, that interfere with any water or other utility easement, or for safety reasons.

8. Roofs. Roofs shall be asphalt or fiberglass shingles of minimum quality of 30-Year.

9. Fences. All fences, hedges, or walls must be approved, in writing, by the ACC as to its height, location, materials, and design prior to construction and shall comply with the Black Tail Deer Habitat Covenant.

10. Easements.

10.1. Easements for the installation and maintenance of utilities, including wellheads and storm drainage, are reserved of record or otherwise shown on the official recorded plat.

10.2. All road, storm drainage, and wellhead protection area easements shall be maintained as described in documents recorded separately in the records of Skamania County, Washington, for the benefit of the Eagle peak Short Plat.

11. Business Use.

11.1. No trade or business may be conducted in or from any Lot, except that an Owner or occupant residing in a dwelling on a Lot may conduct business activities within the dwelling so long as: (a) the existence or operation of the business activity is not apparent or detectable by sight, sound, or smell from outside the dwelling; (b) the business activity conforms to all zoning requirements for the Property; (c) the business activity does not involve persons coming onto the Property who do not reside in the Property or door-to-door solicitation of residents of the Property; and (d) the business activity is consistent with the residential character of the Property and does not constitute a nuisance, or a hazardous or offensive use, or threaten the security or safety of other residents of the Property.

11.2. The terms "business" and "trade," as used in this section, shall be construed to have their ordinary, generally accepted meanings, and shall include, without limitation, any occupation, work or activity undertaken on an ongoing basis that involves the provision of goods

or services to persons other than the provider's family and for which the provider receives a fee, compensation, or other form of consideration, regardless of whether:

- (i) Such activity is full or part time;
- (ii) Such activity is intended to or does generate a profit; or
- (iii) A license is required therefor.

Notwithstanding, the above, the renting or leasing of a dwelling to a third party as their personal residence shall not be considered a trade or business within the meaning of this section. The use of dwellings as builder's models and onsite sales offices for the primary purpose of obtaining pre-sales within the Property shall be exempt from the above restrictions.

## 12. Nuisances.

12.1. No goods, equipment, vehicles (including buses, boats, campers, trucks and trailers of any description) or materials or supplies used in connection with any trade, service, or business, wherever the same may be conducted, may be kept, parked, stored, dismantled, or repaired on any Lot or on any road within the Property, nor shall anything be done on any Lot that may be or may become an annoyance or nuisance to others residing at any Lot. Except that the owner of a Lot may park their personal recreational vehicles on their Lot, provided that such parking is in compliance with Skamania County zoning and does not occur within any well-head protection areas.

12.2. No trash, garbage, or other refuse, inoperable vehicles, excessive underbrush except as required in the Black Tail Deer Habitat Covenant, or other unsightly growths or objects shall be thrown, dumped, or allowed to accumulate on any Lot or roadway viewable by other Owners.

12.3. Yards and grounds (including utility easements and rights-of-way) shall be maintained in a neat and sightly fashion at all times.

13. Temporary Structures. No trailer, camper, basement, tent, shack, garage, barn, or other outbuildings or temporary structures erected or situated within the Property shall, at any time, be used as a residence, temporarily or permanently, nor shall any permanent building or structure be used as a residence until it is completed as to external appearance, including finished painting.

14. Signs. No sign of any kind, including, without limitation, signs used by the developers for a builder to advertise the Property or Lots during the initial sales and construction period, shall be erected, maintained, or displayed to the public view on any Lot, except one (1) professional sign not larger than one (1) square foot, or one (1) sign not larger than 18 x 24 inches, advertising the Lot for sale or rent. This restriction, however, shall not be construed to prohibit ornamental plates designating the name of the resident or the Owners thereof.

15. Antennas. Subject to limitations and restrictions of applicable governmental laws and regulations, antennas, satellite dishes or any type of receiving or transmitting equipment must be



screened or positioned so as not to be visible from any roadway or other Lot within or adjacent to the Property.

16. Garbage and Refuse Disposal. No Lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage, or other waste shall be kept 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. All garbage and refuse containers must be buried or screened so as not to be visible from any roadway or adjacent properties or residences and secured so they are not accessible by deer or other wildlife.

17. Existing Structures. No existing structure, residential or otherwise, shall be moved onto any Lot on the Property.

18. Oil and Mining Operations. No oil drilling, oil development, operations, 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 be permitted upon any Lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any Lot. Provided, however, this shall not be construed to prohibit the construction of decorative or functional windmills, lightning rods, or weather vanes on an Owner's Lot.

19. Livestock and Poultry. No animals, livestock, or poultry of any kind shall be raised, bred or kept on any Lot, except that not more than two (2) dogs, two (2) cats, or other usual small household pets may be kept, provided that they are not kept, bred, or maintained for any commercial purpose, and provided that they are not permitted to cause damage, constitute a nuisance, or run at large.

20. Black Tail Deer Habitat Covenant.

20.1. During construction of any improvements upon any Lot, the Owner, and Owner's developer, builder, landscape architect, contractors, or any other third party agents, subcontractors, or other subagents (collectively, herein referred to as the "Homebuilder"), shall retain as many native and beneficial trees and shrubs on the property as possible, rather than clearing the entire site prior to construction.

20.2. The Owner or Homebuilder shall plant native shrubs, trees, and ground covers that will provide forage and cover for blacktail deer.

20.3. To avoid isolating areas of deer habitat, the Owner or Homebuilder shall design tree/shrub plantings so as to retain or create stringers of vegetation that connect to existing habitat.

20.4. In that the property is west of the Cascade Crest and traversed by at least two creeks, the Owner or Homebuilder may but is not required to install and maintain a permanent water source that deer and other wildlife can utilize. If an Owner or Homebuilder provides an

alternative water source, it should be located some distance away from the buildings to encourage use by shy wildlife species, but close enough that it can be serviced by a permanent water line.

20.5. The Owner or Homebuilder shall limit or consolidate those areas where deer depredation would likely occur, such as rose and vegetable gardens.

20.6. The Owner or Homebuilder shall follow the Skamania County Critical Areas Ordinance (Skamania County Code Chapter 21a) for guidance on the construction of perimeter or boundary fences, provided however that deer exclusion fencing around gardens and other sensitive areas is exempt from these guidelines as necessary to reduce deer depredation in domestic flower and vegetable gardens.

20.7. The Owner shall keep all dogs under positive control at all times, either through fences, chains, or leashes, provided that said fences do not otherwise violate the requirements herein for mitigation of impact to blacktail deer habitat intended under these covenants.

20.8. These covenants shall be binding on all heirs, successors, or assigns of any Owner of any Lot within the Eagle Peak Short Plat.

20.9. This Black Tail Deer Habitat Covenant may not be amended, modified, or otherwise removed without the agreement and consent of the Washington Department of Fish and Wildlife.

21. Miscellaneous Provisions. Time is expressly made of the essence of each provision of this Declaration. Any other covenants, conditions, or restrictions of record, whether filed before, contemporaneously with, or after this Declaration, including but not limited to, any Road and Stormwater Facilities Maintenance Agreement, Well Head Protection and Maintenance Agreement, or Black Tail Deer Habitat Covenant, shall supplement the provisions contained herein and be considered part of the CC&Rs affecting the Short Plat. If any provision of this Declaration shall be invalid or unenforceable to any extent, the validity of the remaining provisions shall not be affected thereby. No waiver by any party of a breach, default, or obligation of any party shall constitute a waiver of any other subsequent breach, default, or obligation. This Declaration shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, successors, and assigns.

IN WITNESS WHEREOF, the undersigned Declarant has executed this Declaration on

Sept 15<sup>th</sup>, 2006.

Steven K. Polito  
STEVEN K. POLITO, Declarant

STATE OF WASHINGTON                    )  
  ) ss.  
COUNTY OF CLARK                    )

I certify that I know or have satisfactory evidence that STEVEN K. POLITO 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 purposes mentioned in the instrument.

Date: Sept 15 2006

Sandra J Sandbom  
NOTARY PUBLIC FOR WASHINGTON  
My Commission Expires: 9-1-2006

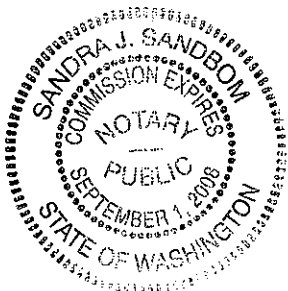




EXHIBIT A  
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS  
OF  
EAGLE PEAK SHORT PLAT

Lots 1, 2, 3, and 4, of the Eagle Peak Short Plat, as recorded under Auditor's File No. 2006162927.

The perimeter description of said Short Plat is as follows:

A portion of the Southwest quarter of the Southeast quarter and the Southeast quarter of the Southwest quarter of Section 5, Township 1 North, Range 5 East, Willamette Meridian, Skamania County, Washington, described as follows:

BEGINNING at a 5/8 inch iron rod marking the South Quarter Corner of Section 5, as shown in that Survey recorded in Skamania County Auditors File No. 2004154515; thence South 89° 32' 07" East, along the South line of the Southeast quarter of Section 5, as shown in said survey, for a distance of 200.00 feet; thence North 01° 00' 00" East, 267.30 feet; thence North 90° 00' 00" East, 135.00 feet; thence North 01° 00' 00" East, 219.90 feet to the TRUE POINT OF BEGINNING; thence North 90° 00' 00" West, 324.25 feet; thence North 01° 00' 00" East, 213.27 feet; thence North 89° 19' 36" West, 336.65 feet to a point on the West line of the East half of the East half of the Southeast quarter of the Southwest quarter of Section 5; thence North 01° 15' 41" East, 630.00 feet to the Northwest corner of the East half of the East half of the Southeast quarter of the Southwest quarter of Section 5; thence South 89° 07' 22" East, along the North line of the Southeast quarter of the Southwest quarter of Section 5, for a distance of 328.98 feet to the Northwest corner of the Southwest quarter of the Southeast quarter of Section 5; thence South 89° 23' 12" East, along the North line of the Southwest quarter of the Southeast quarter of Section 5, for a distance of 1117.58 feet; thence South 01° 13' 43" West, 662.46 feet; thence South 89° 27' 41" East, 200.02 feet to the East line of the Southwest quarter of the Southeast quarter of Section 5; thence South 01° 13' 43" West, along said East line, 106.10 feet; thence North 90° 00' 00" West, 985.66 feet; thence South 01° 00' 00" West, 59.79 feet to the TRUE POINT OF BEGINNING.

Exhibit A, Continued

TOGETHER WITH a 30-foot easement for ingress, egress, and utilities, as more specifically described in that Grant of Easement dated October 14, 2005, recorded March 1, 2006, under Skamania County Auditor's File No. 2006160693

Unofficial  
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