

AFTER RECORDING, RETURN TO:
Lawson Land Services, Inc.
113 South Parkway Avenue
Battle Ground, WA 98604

Doc # 2006163372
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Date: 10/16/2006 02:49P
Filed by: PLANNING DEPARTMENT
Filed & Recorded in Official Records
of SKAMANIA COUNTY
SKAMANIA COUNTY AUDITOR
J MICHAEL GARVISON
Fee: \$71.00

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS, AND ROAD MAINTENANCE AGREEMENT is made by Mary D. Angelo-Bailey, deceased, Lewis Angelo and Frances Angelo, as Co-Trustees for the Angelo Family Trust, Albert C. Angelo, Sr. and Theodore Angelo (all collectively "Angelo Family").

Capehorn North Short Plat

I. PURPOSE

1.1 DECLARATION: NOW, THEREFORE, Declarant (Angelo Family) hereby declares that all of the Property shall be held, sold and conveyed subject to the following covenants, conditions, restrictions and easements, and road maintenance agreement, which are for the purposes of protecting the value and desirability of, and which shall run with the real property and shall be binding upon all parties having or acquiring any right, title or interest in the Property or any part thereof, their heirs, successors, and assigns and shall inure to the benefit of each owner thereof.

II. DEFINITIONS

2.1 OWNER: Owner shall mean any person holding beneficiary interest in Lots 1 through 4 of Capehorn North Short Plat, recorded in AF# 2006163370 or any plat thereof whether by deed, real estate contract, or other instrument evidencing the ownership of the lot.

III. USE COVENANTS, CONDITIONS AND RESTRICTIONS

3.1 DEROGATION OF LAW: No owner shall carry on any activity of any nature whatsoever on his or her Lot that is in derogation of or in violation of these Covenants, or the laws and statutes of the State of Washington, Skamania County or any other applicable government body.

3.2 TEMPORARY STRUCTURES: No structure of a temporary character; trailer, basement, tent, shack, garage, barn or other out-building shall be used on any lot at any time as a residence either temporarily or permanently, except for a job trailer during home construction.

3.3 TRASH AND TRASH CONTAINERS: All garbage or trash containers must be stored and kept in a clean and sanitary condition not visible from any access roads or dwelling of other Lot owners. No trash, garbage, ashes, or other refuse, shall be thrown, dumped, or allowed to accumulate on any Lot, building site, street or driveway.

3.4 PRIVATE ROAD ACCESS: Following the issue of a building permit, Lots accessing the private road will be required to maintain a permanent all-weather access point (gravel, asphalt, or concrete). At no time will it be acceptable to deposit, track, or leave behind soil, vegetation or debris on the private road. Deposits shall be completely removed by shoveling and/or sweeping.

IV. ROAD MAINTENANCE AGREEMENT

4.1 ROAD MAINTENANCE COVENANT: Lots accessing the private road will share in maintenance by a proration of the distance from their driveway to the County Road as the numerator, and the summation of all the distances from driveways to the County Road as the denominator. Lots will begin sharing maintenance when building permit is issued.

4.2 STANDARDS OF MAINTENANCE: Maintenance shall include, but not be limited to road surfacing, shoulders, gates, signs, storm drainage facilities, snow removal, and vegetation control. The private road shall be maintained in a safe condition so as to allow free and reasonable passage of such vehicular traffic as may be reasonable and necessary in order that all parties may enjoy full and free use of the Lots of real property affected hereby.

4.2 SOLICITING BIDS: When two lot owners determine that maintenance is necessary, then the owners will solicit bids for the work.

4.3 ARBITRATION: In the event a consensus cannot be reached, then each side will appoint an arbitrator and those two arbitrators will appoint a third. Their decision will be final.

V. GENERAL PROVISIONS

5.1 BINDING EFFECT: All present and future owners or occupants of Lots shall be subject to and shall comply with the provisions of this Declaration and Road Maintenance Agreement as they may be amended from time to time. The acceptance of a deed or conveyance or the entering into occupancy of any Lot shall constitute an agreement that the provisions of this Declaration and Road Maintenance Agreement are accepted and ratified by such Owner or occupant, run with the land, and shall bind any person having at any time any interest or estate in such Lot, as though such provisions were recited and stipulated at length in each and every deed and conveyance or lease thereof.

5.2 ENFORCEMENT: Should any Lot Owner violate or attempt to violate any of the provisions of this Declaration, the Declarant or any Lot Owner within the Property, at its or their option, shall have the full power and authority, but not the requirement, to prosecute any proceedings at law or in equity against the Owner violating or attempting to violate any of the provisions of this Declaration, either to prevent the doing such or to recover damages sustained by reason of such violation. Failure by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. The prevailing party shall be allowed its reasonable attorney fees and costs incurred in enforcing the terms of this Declaration.

5.3 LIMITATION OF LIABILITY: Neither Declarant nor any officer, employee or agent of Declarant thereof shall be liable to any Owner on account of any action or failure to act in

performing its duties or rights hereunder, provided that Declarant has, in accord with actual knowledge possessed by it, acted in good faith.

5.4 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 18 by 24 inches, advertising the property for sale or rent, or 2 signs up to 4'x8' feet used by the Developer's or Builder to advertise the property during the sales and construction period. This restriction however, shall not be construed to prohibit ornamental plates designating the name of the resident or the owners thereof. Excluded from this requirement is an entrance sign with subdivision identification, said sign will be as large as necessary and as permitted by the County.

5.5 ANTENNAS: Satellite dishes over 24" are prohibited.

5.6 DURATION AND AMENDMENT: This Covenant touches and concerns the land and shall run with the land for as long as the private road is used to serve one or more of the lots. This Declaration may be amended by an instrument signed by the Owners of not less than seventy-five percent (75%) of the Lots, except as stipulated in section 5.10. Any amendment must be recorded.

5.7 SEVERABILITY: Invalidity of any of these covenants or restrictions by judgment or court order shall in no way affect any other provisions, which shall remain in full force and effect.

5.8 NOTICE: Any notice required to be sent to any Owner under the provisions of this Declaration shall be deemed to have been properly sent when mailed, postage prepaid, to the last known address of the person who appears as the Owner of record at the time of such mailing.

5.9 CAPTIONS: Captions given to the various sections herein are for convenience only, and are not intended to modify or affect the meaning of any substantive provision.

5.10 DEVELOPER'S RESERVATIONS: The Angelo Family, or their assigns, reserves the right to alter, add to, or delete any portion of these covenants at their sole discretion for a period of two (2) years, but which said right can be extended for as long as they own the majority of the Lots. When all lots are built on and sold, the majority of owners will assume the Developer's role.

This Declaration may be executed in several counterparts, each of which shall be fully effective as an original and all of which together shall constitute one and the same instrument effective as of the date below.

Dated as of the ____ day of _____, 200__.

(Signature Pages Follow)

Mary:

Mary D. Angelo-Bailey, AKA Mary Dora Bailey

By:

James David Bailey
James David Bailey, as the Personal Representative
of the Mary D. Angelo-Bailey Estate

STATE OF washington)
) SS.
COUNTY OF Clark)

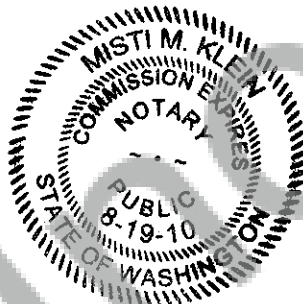
On this day personally appeared before me JAMES D. BAILEY, as personal representative for the MARY D. ANGELO-BAILEY ESTATE, to me know to be the individual or individuals described in and who executed the within and foregoing instrument, and acknowledged that he signed the same as his free and voluntary act and deed, for the uses and purposes mentioned.

Given under my hand and official seal 9/14, 2006.

Signature Misti Klein

Name (Print) Misti Klein

NOTARY PUBLIC in and for the State
of washington, residing at Vancouver
My appointment expires: 8-19-10



Angelo Family Trust

By:

Lewis Angelo
Lewis Angelo, Co-Trustee

STATE OF washington)
) SS.
COUNTY OF Clark)

On this 22 day of September, 2006, before me personally appeared LEWIS ANGELO, to me know to be Co-Trustee of the ANGELO FAMILY TRUST, the Trust that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said Trust, for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute said instrument on behalf of said Trust.

IN WITNESS WHEREOF, I have herunto set my hand and affixed my official seal the day and year first above written.

Signature Misti Klein

Name (Print) misti Klein

NOTARY PUBLIC in and for the State
of washington, residing at Vancouver
My appointment expires: 8-19-10



Angelo Family Trust

By: Frances Angelo Co-Trustee
Frances Angelo, Co-Trustee

STATE OF washington)
) SS.
COUNTY OF Clark)

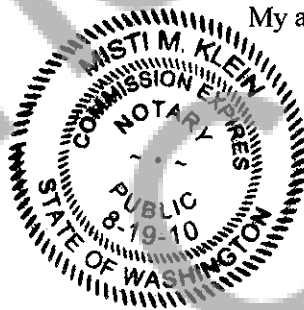
On this 22 day of September, 2000, before me personally appeared FRANCIS ANGELO, to me know to be Co-Trustee of the ANGELO FAMILY TRUST, the Trust that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said Trust, for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute said instrument on behalf of said Trust.

IN WITNESS WHEREOF, I have herunto set my hand and affixed my official seal the day and year first above written.

Signature Misti Klein

Name (Print) Misti Klein

NOTARY PUBLIC in and for the State
of washington, residing at Vancouver
My appointment expires: Aug, 19 2010



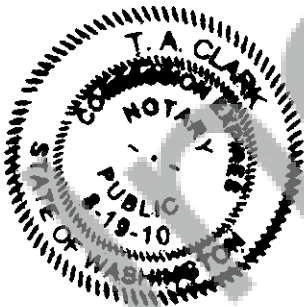
Albert C. Angelo Jr.

By: *Albert C. Angelo Jr.*
Albert C. Angelo Jr., Attorney-in-Fact
for Albert C. Angelo Sr.

STATE OF WA)
COUNTY OF CLARK) SS.

On this 25 day of SEPT, 2006, before me personally appeared ALBERT C. ANGELO JR., attorney-in-fact for ALBERT C. ANGELO SR., to me know to be the individual or individuals described in and who executed the within and foregoing instrument and, acknowledgement that he signed the same as his free and voluntary act and deed, for the uses and purposes mentioned.

IN WITNESS WHEREOF, I have herunto set my hand and affixed my official seal the day and year first above written.



Signature *T.A. Clark*

Name (Print) TA. CLARK

NOTARY PUBLIC in and for the State
of WA, residing at Vancouver
My appointment expires: 8-19-10

THEODORE ANGELO

By: Theodore Angelo
Theodore Angelo

STATE OF Washington)
) SS.
COUNTY OF Clark)

On this day personally appeared before me THEODORE ANGELO, to me know to be the individual or individuals described in and who executed the within and foregoing instrument and acknowledgement that he signed the same as his free and voluntary act and deed, for the uses and purposes mentioned.

Given under my hand and official seal of this 25 day of Sept, 2006.

Signature Must Klein

Name (Print) Must Klein



NOTARY PUBLIC in and for the State
of Washington, residing at Vancouver
My appointment expires: 8-19-10