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**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS**  
**SKAMANIA COUNTY SHORT PLAT NO. 2007166910**

**"NAPALI HEIGHTS"**

GRANTOR: Rick and Paula Zimmerman, husband and wife  
GRANTEE: Napali Heights Short Plat  
ABBREV LEGAL DESCRIP: Lots 1-4 of Short Plat SP 06-21  
(additional legal descriptions on page 1)  
ASSESSOR'S TAX PARCEL ID #03-07-2600-0501/00  
REF. NOS. OF DOCUMENTS RELEASED OR ASSIGNED: \_\_\_\_\_

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**Recitals**

THIS DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS ("Declaration") is made by Rick and Paula Zimmerman, husband and wife, (hereinafter collectively referred to as "Declarant").

WHEREAS Declarant is the owner of certain real property located in the County of Skamania, State of Washington, having the following legal description:

Lots 1 through 4 of Short Plat SP-06-21 in NW 1/4 SE1/4 Sec. 26, T3N, R7E, W.M., Skamania County, Washington as shown on the map thereof recorded in Book —, Page — of Short Plats, AF # 2007166910, records of Skamania County.

which property shall be known and referred to as "NAPALI HEIGHTS" or "the Property"; and

WHEREAS Declarant intends to sell parcels of the Property for residential purposes, and desires and intends to subject the Property to certain limitations, covenants, restrictions, reservations, conditions and agreements for the benefit of the Property, the Declarant and the purchasers of lots in the Property, to enhance their value, desirability and attractiveness to their mutual benefit;

NOW THEREFORE Declarant declares that the Property shall be subject to the following limitations, covenants, restrictions, reservations, conditions and agreements, which shall run with the land and be binding upon and inure to the benefit of all parties hereto, their successors and assigns, and all persons claiming under them, and shall be part of all transfers and conveyances of the property within such platted areas as if set forth in full in such transfers and conveyances. Such limitations, restrictions, conditions, reservations and agreements shall be binding and effective in perpetuity.

### **Napali Heights Protective Covenants**

#### **Section 1. Nature, Purpose and Enforcement**

a. Violations of any of these covenants may be enjoined, abated, restrained or otherwise remedied by any lawful means or proceedings. Proceedings to restrain violation of said covenants may be brought at any time that violation appears reasonably likely to occur in the future. Any deed, lease, conveyance or contract made in violation of these covenants and restrictions shall be voidable and may be set aside on petition of one or more of the owners of the lots subject to these covenants. In any litigation or action involving these covenants, the court may award damages in addition to the costs and expenses of litigation, including reasonable attorney's fees and costs of consultants and experts who appear as witnesses at such proceedings, to the prevailing party or parties. Any judgment awarded shall be declared by the court to constitute a lien against the lot or lots owned by the judgment debtor, and such lien may be enforced in such manner as the law may allow. Any person acquiring any title, interest, or any portion of any lots subject to these covenants, by operation of law, shall be subject to and be bound by all the covenants and restrictions contained in this document.

b. The purpose of these restrictions is to ensure the use of the property for attractive residential purposes, to prevent nuisances, to maintain the desired tone of the community, and to secure to each property owner the full benefit and enjoyment of the property of each, with no greater restriction on the free and undisturbed use of the property than is necessary to ensure the same advantage to other property owners.

c. Use and development of the property will be in conformance with applicable federal, state and local laws, regulations and ordinances, and these covenants supplement the aforementioned provisions insofar as they may be more restrictive than said laws, regulations and ordinances.

d. The Declarant of Napali Heights shall not be responsible for enforcing these restrictions and is held harmless from any violation of these covenants except insofar as the Declarant may individually violate them. The Declarant is further held harmless for any deficiencies within these covenants and restrictions and no purchaser or any other person shall have the right to require the Declarant to enforce these covenants and restrictions against any lot owner. Said enforcement shall be at the discretion of any lot owner so aggrieved. The Declarant is unable to predict possible violations that may impact any particular lot owner.

## **Section 2. Land Use and Specific Restrictions**

a. No building shall be erected, altered, placed or permitted to remain on any lot other than one single family dwelling. The foregoing shall not exclude construction of a garage, shop building, private greenhouse, storage unit or similar structure, provided it is on the same lot as the residential structure to which it belongs, and is compatible in design with the residence constructed on such lot. Any such allowable structures shall be placed on the Property and constructed in accord with applicable governmental regulations, and the limitations, covenants, restrictions, reservations, conditions and agreements described herein.

b. Cottage occupations, defined by the Skamania County Zoning Ordinance as "a business operated within a private residence which does not constitute the principle use of that residence, and which principally employs household members associated with that residence or lot on which said business is located and produces no outside evidence of such occupation with the exception of accepted signs," and the production, sale, repair or service of products produced, manufactured or assembled on the lot are permitted uses. All signs associated with a cottage occupation must be limited to 24" x 36" in size, and can only be erected on the building associated with the cottage occupation. No signs are permitted on fences or private roads. Nothing in this section shall be deemed to prohibit (a) activities relating to the sale of residences, (b) the right of Declarant or any contractor or homebuilder to construct residences on any lot, to store construction materials and equipment on such lots in the normal course of construction, and (c) the right of the owner of a lot to maintain such owner's personal business or professional library, keep such owner's personal business or professional records or accounts, handle such owner's personal business or professional telephone calls, or confer with business or professional associates, clients, or customers in such owner's residence.

c. No animals, livestock (including cattle) or poultry of any kind shall be raised, bred or kept for commercial purposes. Animals, including horses and llamas, along with household pets shall be allowed for the owner's personal use as long as they are not a nuisance to the other owners. Anyone keeping animals or household pets will do so in compliance with local regulations regarding the same.

d. No noxious or offensive activity shall be permitted, nor shall anything which may become a nuisance to the neighborhood be allowed.

e. No tents, travel trailers or camping facilities of any kind shall be placed on the property without the prior written approval of all of the owners of Napali Heights. This does not preclude the storage of recreational vehicles, including motor homes, campers and trucks, provided they are not being occupied as a residence, except as otherwise provided herein during construction activities. Further, the intermittent and temporary personal family use of tents, travel trailers or recreational vehicles for periods of not more than three consecutive weeks in a calendar year is also permitted.

f. No trash, debris, garbage, used motor vehicle parts, or unsightly or offensive material shall be placed or maintained upon the property. All garbage and other waste shall be kept in appropriate containers for proper disposal and out of public view. Yard rakings, dirt, and other material resulting from landscaping work shall not be dumped onto streets. All rubbish shall be regularly removed from the property and shall not be allowed to accumulate.

g. No owner shall permit any vehicle that is in a state of disrepair or that is not currently licensed to be abandoned or to remain parked on any street on or adjacent to the Property at any time and may not permit them on a lot for a period in excess of 48 hours. A vehicle shall be deemed in a "state of disrepair" when its presence offends the majority of the occupants of the Property.

h. Owners must obtain a burning permit and comply with all fire restrictions established by Skamania County prior to undertaking burning of any kind on the Property. Owners shall exercise extreme caution in undertaking burning of any kind on the Property.

i. Each property owner shall, at his own cost and expense, maintain his portion of the property, including all fences, structures and yard area located thereon, keeping the same neat and clean, excepting normal wear and tear. Owners must keep weeds and blackberries mowed to avoid fire hazards. Fences shall not impair the view of other lot owners. There shall be no barb wire fences.

j. Trees and landscaping shall not be allowed to grow to a height or density that blocks another lot owner's view. Expense in maintaining said view, i.e. topping and cropping, will be borne by the landowner seeking protection of said view.

k. No signs or other advertising devices, except those associated with cottage occupations, political campaign signs, and "For Rent" or "For Sale" signs, shall be erected, maintained or displayed on any lot. Signs for political campaign purposes shall be removed within (30) days following the election.

### **Section 3. Building Location, Type**

a. Building locations for any particular lot shall be consistent with local laws and ordinances.

b. No manufactured homes, geodesic domes, and/or dwellings or structures built offsite, including but not limited to garages, tool sheds, and/or shops shall be placed on any lot. Any outbuilding-type structure, including garages, tool sheds, and/or shops must be built of similar materials and of the same general quality of construction as that of the principal residence. Pole barns and metal storage kits are acceptable provided they comply with building code requirements.

c. Manufactured homes may be placed on any lot up to a maximum of 24 months; thereafter, the manufactured home must either be removed, or active construction of a home begun, in which case a manufactured home may be sited on the lot for an additional 24 months during construction. Any such manufactured home placed pursuant to this exception shall be removed promptly upon completion of the home.

d. All homes, garages and outbuildings shall be painted natural, earth-tone colors to blend in with the surrounding area.

e. Exterior lighting shall be shaded downward to avoid causing undue brightness or direct exposed light to any of the other lots in Napali Heights, shall not be unduly bright, and shall be placed to avoid shining on or into other properties subject to these covenants.

f. The Skamania County Health Department shall approve water supply methods and on-site septic wastewater systems for any/all of the lots within Napali Heights.

#### **Section 4. Rental of Homes**

An owner may rent or lease such owner's home or a portion thereof, provided that the following conditions are met:

a. The owner and the tenant enter into a written rental or lease agreement specifying that (i) the tenant shall be subject to all provisions of this Declaration, and (ii) a failure to comply with any provision of this Declaration shall constitute a default under the rental or lease agreement;

b. The period of the rental or lease is not less than 30 days;

c. The owner gives each tenant a copy of the Declaration.

#### **Section 5. Easements & Utilities**

a. Easements for ingress and egress, as well as easements for installation and maintenance of utilities and stormwater facilities, are identified on the final plat map.

b. Owners whose lots are subject to that certain Transmission Line and Access Road Easement recorded September 16, 1970 in Book 62, Page 108, Skamania County Deed Records,



in favor of the United States Government, Bonneville Power Administration (BPA), shall comply with the terms and provisions thereof, including, without limitation, obtaining permits from BPA for the location of fences, utilities and drain fields within the right of way.

c. Owners shall comply with that certain Road and Stormwater Facilities Maintenance Agreement, the terms and conditions of which are incorporated herein by this reference, providing for the maintenance of Napali Road, a private road, and certain stormwater facilities common to the property described herein, filed for record of even date herewith.

#### **Section 6. Completion of Construction**

a. Construction of any dwelling shall be completed, including exterior decoration, within 24 months from the date of the start of such construction. During construction, construction materials shall be stored neatly and shall not be allowed to blow upon adjoining property nor be permitted to become a fire hazard.

b. If all, or any portion, of a residence or other building located on the property is damaged or destroyed by fire or other casualty, the owner of the affected property shall, with due diligence, rebuild, repair or reconstruct such structure in a manner which will substantially restore it to its same appearance and condition as immediately prior to the casualty. Reconstruction shall be completed within eighteen months after damage occurs, unless prevented by causes beyond the control of the owner; provided, however, that the owner may elect not to rebuild, repair, or reconstruct such structure, in which case the surface of the property shall be returned to its natural condition and all debris removed therefrom within twelve months after said occurrence.

#### **Section 7. Covenants to Run with the Land - Purchaser's Contract**

Each of these covenants shall run with the real property and each tract, lot, part or parcel thereof, and bind the Declarant, their successors, grantees, and assigns, and all parties claiming by, through or under them. Each purchaser of any lot, part or parcel of or in said real property shall, by acceptance or a deed or other conveyance for any such tract, lot, part or parcel thereby, be conclusively deemed to have consented to and agreed to all of these covenants for himself and his heirs, executors, administrators and assigns, and does by said acceptance covenant for himself and his heirs, executors, administrators and assigns, to observe, perform and be bound by these covenants and to incorporate these covenants by reference in any deed or other conveyance of all or any tract, lot, part or parcel thereof or therein.

#### **Section 8. Force and Effect**

Invalidation of any one of these covenants by judgement or court order shall in no way effect any of the other provisions which shall remain in full force and effect.

## Section 9. Declarant Held Harmless

The Declarant has made no promises or warranties, expressed or implied, other than stated herein. The Declarant expressly disclaims the adequacy of these covenants and restrictions and specifically advises each purchaser to review the covenants and restrictions to determine for himself or herself the adequacy and enforceability of said covenants and restrictions. The Declarant further specifically disclaims any duty to enforce any of the above-stated covenants and restrictions and may in his sole discretion enforce or not enforce any covenants and restrictions.

DATED this 11 day of July, 200 7.

  
Rick Zimmerman, Declarant

Paula Zimmerman  
Paula Zimmerman, Declarant

STATE OF )  
 )  
County of ) ss.

On this 11 day of July, 2007, before me, the undersigned, a Notary Public in and for the State of Oregon, duly commissioned and sworn personally, Rick Zimmerman and Paula Zimmerman, to me known to be the individuals described in and who executed the foregoing instrument, and acknowledged to me that they signed and sealed the said instrument as their free and voluntary act and clear intentions and purposes therein mentioned.

WITNESS my hand and official seal hereto affixed the day and year above written.

Notary Public in and for the State of: ORFG00  
Residing at: PORTLAND

