

Corrine Tucker
93941 Blind Slough Station Road
Astoria, OR 97103

**Declaration of Covenants, Conditions and Restrictions
Crispien Road Short Plat**

Grantor: Corrine Tucker and Tom Tucker

Grantee: Crispien Road Short Plat

Legal Description – SE $\frac{1}{4}$ NW $\frac{1}{4}$ and the SW $\frac{1}{4}$ NE $\frac{1}{4}$ of Section 4, T1N,
R5E, W.M. Skamania County, WA

Assessor's Tax Parcel Numbers: 01-05-04-0-0-0810, 01-05-04-0-0-0815,
01-05-04-0-0-0814, 01-05-04-0-0-0816

Declaration of Covenants, Conditions and Restrictions for Crispien Road
Short Plat as recorded in 2007168278 on _____ Skamania County, WA.

The following covenants, conditions, and restrictions shall affect lots 1, 2, 3 & 4 within
Crispien Road Short Plat.

The following covenants, restrictions, reservations, conditions and agreements shall run
with the land and shall be binding upon and enure 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 such platted areas as are set forth in full
in such transfer and conveyances. Such reservations, conditions, agreements covenants
and restrictions shall be binding and effective for a period of 20 years from the date
hereof at the end of which time they shall be automatically extended for successive
periods of ten years unless platted area has been recorded agreeing to change said
covenants in whole or in part EXCEPT however if prior to such 20 year date, it appears

to the advantage of this platted short plat that these restrictions should be modified then and in that event any modification desired may be made by a majority of the then owners of lots within this short plat and evidenced by suitable instrument filed for public record, however, that such modification or waiver shall not affect the provisions of Paragraph No. 1 of the following:

1. LAND USE AND BUILDING TYPE: No lot shall be re-subdivided into separate building sites. No lot shall be used except for residential purposes.

2. DWELLING SIZE: The main floor for one story dwelling structures exclusive of basements, open or screened porches and attached garages shall not be less than 1300 square feet. Multi-level dwelling structures shall contain a minimum floor area of 1600 square feet with all levels exclusive of garage area within the dwelling unit included in computation of footage for such multi-level dwellings.

3. EXTERIOR WALL CONSTRUCTION: Lap siding or better i.e., stucco, shingles, log, brick is required on street side of building.

4. BUILDING: Shall be stick built, stone, precast concrete, or brick.

5. ROOFING MATERIAL: Roofing material shall be a minimum 20-year composition or better, wood shake, wood shingle, or tile.

6. EASEMENTS: Easements for the installation of utilities are reserved as shown on the official plat recorded in Skamania County, Washington and including any and all easements of ingress and egress into any other part of the real property described as:

The Southeast Quarter of the Northwest Quarter and the Southwest Quarter of the Northeast Quarter of Section 4, Township 1 North, Range 5 East of the William Meridian, Skamania County, Washington.

The area included in said easements shall be maintained in an attractive and well kept manner.

7. NUISANCES: No noxious or offensive activity shall be carried on or upon any lot nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood. Yards and grounds shall be maintained in a neat and sightly fashion at all times. No trailers or other recreational vehicles shall be stored/parked in the public street/private road area, nor shall any trailer/recreational vehicles (boat, mobile home, mobile trailer, truck camper) be stored/parked on any lot within the front setback of building line.

8. TEMPORARY STRUCTURES: No structure of a temporary character, including trailers of any type, basement, tent shack, garage, barn, or other outbuilding shall be used on any lot at any time as a residence for longer than a reasonable time to construct the main dwelling, up to a maximum of 18 months.

9. GARBAGE AND REFUSE DISPOSAL: No lots 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, out of the view of the public/neighbors.

10. DOMESTIC PETS, LIVESTOCK, AND POULTRY: No poultry, horses, or livestock of any kind will be allowed to run loose except within a fenced area. Birds such as peacocks and emus are not permitted. Provided they do not interfere with neighbors or their property, up to 3 pets may be kept.

11. BOATS AND TRAILERS: No boats or trailers are allowed to be stored on Crispian Road or in driveways in the easements across other lots.

12. PRIVATE ROAD MAINTENANCE: Private roads will have separate road maintenance agreements between and including all lot owners that will use said roads.

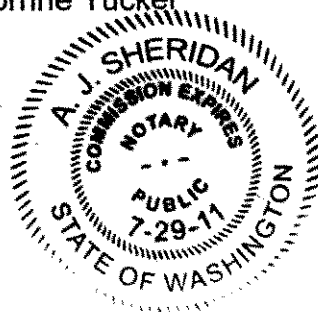
13. SHARED WELL/COMMUNITY WELL: Shared Well/Community Well will have separate shared/maintenance agreements between and including all lot owners that will use said well.

14. ENFORCEMENT: The failure on the part of any of said parties affected by these restrictions at any time to enforce any of the provisions hereto shall in no event be deemed a waiver thereof. Nor shall the invalidation of any said reservations, conditions, agreements, and covenants, by judgment of court order affect any of the other provisions' hereof, which shall remain in force and full effect.

15. ATTORNEY'S FEES: Should any suit or action be instituted by any of said parties to enforce any of the said reservations, conditions, agreements, covenants, and restrictions, or to restrain the violation of any thereof after demand of compliance therewith or for the cessations of such violation, and failure to comply with such demand then and in either of said events and whether such suit or action reduces to decree or not, the party instituting such or action shall be entitled to recover from the defendants therein such sum as the court may adjudge reasonable attorney fees in such suit or action or appeal thereof, in addition to statutory costs and disbursements.

The undersigned owner of all lots of **Crispian Road Short Plat** as recorded in **Skamania County** establish the above **Covenants, Conditions and Restrictions** of said short plat.

By Corrine Tucker State of Washington
Corrine Tucker County of Clark



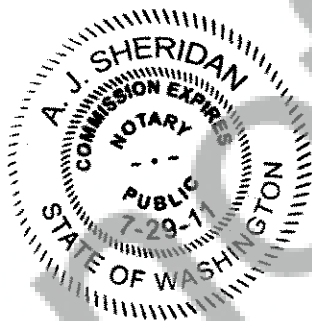
On this day personally appeared before me Corrine Tucker, to me known as the individual described in and who executed the within and foregoing instrument and acknowledged that they signed the same as their free and voluntary act and deed, for the uses and purposes therein stated.
Given under my hand and official seal this 27 day of Oct., 2008.

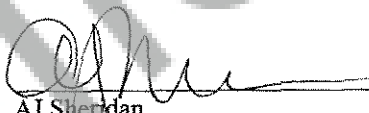
[Signature]
NOTARY PUBLIC in and for the State of WA
Residing at Vancouver
My commission expires 7/29/11

STATE OF WASHINGTON }
COUNTY OF CLARK }ss

I certify that I know or have satisfactory evidence that CORRINE TUCKER is the person who appeared before me, and said person acknowledged that she signed this instrument, on oath stated that she is authorized to execute the instrument and acknowledge it as the Personal Representative of The Estate of Thomas J. Tucker, deceased to be the free and voluntary act of such party for the uses and purposes mentioned in this instrument.

Dated: 10/27/08




AJ Sheridan
Notary Public in and for the State of Washington
Residing in Vancouver
My appointment expires: 7/29/11