

Return Address:
Phillip E. and Tracey Yerxa Graf
232 Candy Lane
Washougal WA 98671-9244

DECLARATION OF COVENANTS, CONDITIONALS AND RESTRICTIONS

Hemlock Creek Estates Short Plat
As recorded in Auditor's File No. 2008/91686

Grantors: Phillip Edward Graf and Tracey D. Yerxa Graf
Grantee(s): Hemlock Creek Estates

Section 31, Township 2 North, Range 5 East, WM, Skamania County, State of Washington and
Hemlock Creek Estates Road Maintenance Agreement recorded in Book , Page .
AF 2008/71687

Assessor's Tax Parcel No.: 02-05-31-2-0-0900-00

1. NATURE, PURPOSE AND ENFORCEMENT

a. The following are declared to be limitations, restrictions, and uses to which Short Plat lots may be put and specify that such declarations shall constitute covenants to run with the land and shall be binding on all parties and all persons claiming under them and shall be for the benefit of and shall constitute limitations on all present and future owners of property and all successive future owners shall have the same rights to invoke and enforce the provisions hereof as original signers. The legal description to which these covenants apply are land and lots lying in Skamania County, State of Washington, as more fully described as Lots 1 through 4 of Short Plat situated in Section 31, T2N, R5E, WM, Assessors Tax Lot numbers 02-05-31-2-0-xxxx, 02-05-31-2-0-xxxx, 02-05-31-2-0-xxxx, and 02-05-31-2-0-xxxx Skamania County.

b. Any deed, lease, conveyance or contract made in violation of these covenants and restrictions shall be voidable and may set aside the petition of one or more of the parties hereto, and all successors in interest, heirs, executor, administrators or assigns shall be deemed parties to the same effect as original signers. If any such conveyance or other instrument is set aside by decree of a court of competent jurisdiction, the court may award damages to the prevailing party as well as costs and expenses, including reasonable attorney's fees and costs of consultants and experts who appear as witnesses at such proceedings shall be taxed against the real estate so wrongly deeded, sold leased or conveyed, until paid, and such lien may be enforced in such manner as the law may allow. Should any mortgage or deed of trust be foreclosed upon the property to which that instrument refers, then the title acquired by such foreclosure and the

person or persons who thereupon and thereafter become the owner or owners of such property shall be subject and be bound by all the covenants and restrictions enumerated herein.

c. 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 their property with no greater restriction on the free and undisturbed use of property that is necessary to ensure the same advantage to other property owners.

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

f. Water resource setback note. All new development shall comply with the applicable water resource setbacks. Future development may be impacted by changes to regulations concerning water resources.

g. The developers and heirs of Short Plat shall not be responsible for enforcing these restrictions and is held harmless from any violation of these covenants. Phillip Edward Graf and Tracey D. Yerxa Graf are 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 developers' or their heirs to enforce these covenants and restrictions against any lot owner. Said enforcement shall be at the discretion of any lot owner so aggrieved. Phillip Edward Graf and Tracey D. Yerxa Graf and their heirs are unable to predict possible violations that may impact a y particular lot owner. () ()

2. LAND USE AND SPECIFIC RESTRICTIONS

a. Cottage industry limited to the employment of one or two persons may be permitted as well as a home or limited agricultural business. No heavy manufacturing or industrial activity shall be conducted or maintained on or in the Short Plat, nor shall the property be used for the storage of commercial equipment and supplies other than motor vehicles used for business purposes. Vehicle shall not exceed two axles; logging trucks, ATV's and dirt bikes or any motorized sport vehicles are excluded from the property and from using Candy Lane and Estate Lane. Trucks and heavy equipment are permitted for timber harvest, home construction or repair.

b. Animals or livestock kept for pleasure or breeding will be limited to the total number that the land will maintain without becoming denuded or eroded. Animals allowed are horses, cattle, goats, sheep, chickens, llamas, dogs, cats and household pets. All animals or pets will not be allowed to roam and may be kept as long as they are not a nuisance as determined by the other owners. This includes sounds, odors, animal habitats, or other behavior that can be a nuisance. Skamania County Health Department codes will be controlling.

c. Lots cannot be subdivided.

d. No noxious or offensive activity shall be permitted, nor shall anything, which may become a nuisance to the neighborhood, be allowed. Radio, cellular, microwave, antennas, or other type of tower is strictly prohibited, and lots may not be leased or sold for such installation.

e. No tents, travel trailers, mobile homes, manufactured homes, or camping facilities of any kind shall be placed on the property and used for living quarters without prior written approval of ALL of the owners of the Short Plat lots.

f. No trash, debris, garbage, unusable motor vehicles, motor vehicle parts, or unsightly or offensive material shall be placed or maintained upon the property. All rubbish shall be regularly removed from the property and shall not be allowed to accumulate.

g. All recreational vehicle shall be parked away from the main lot entry in an orderly fashion toward the rear of the property.

h. Each property owner shall, at his/her own expense, maintain his/her portion of the property, including all fences, structures and yard area located thereon, keeping the same neat and clean.

i. No signs or other advertising devices, except "For Rent" or "For Sale" signs, shall be erected, maintained or displayed on any lot. () ()

3. BUILDING LOCATION AND TYPE

a. This neighborhood will be designated for "custom" stick frame or stick built permanent residences/ detached garages must reasonable match the siding and roof design of the main structure/house. "Shops" independent of garages are not encouraged, but if property designed and set back to the rear of the property, may be acceptable and approved by the Association. () ()

b. By "custom" residences is meant, but not limited to these features (1) complete "poured" cement perimeter foundation; (2) a nominal roof pitch of 4 to 12 or grater; (3) roof overhangs of at least 1 inches beyond the siding; (4) roofing shall be or wood shake or shingle, tile, metal, laminated architectural grade asphalt shingles, or a reasonable substitute. Excluded, as permanent structures are mobile homes, modular homes or manufactured homes. () ()

c. All final structure, septic, and well development plans shall be reviewed and approved by Phillip Edward Graf and Tracey D. Yerxa Graf for each lot and they must meet Skamania County Health Department codes (SCC 17.64.100C(1) & (2)) and Department of Planning and Community Development applicable setbacks.

4. EASEMENTS

a. Easements for ingress and egress, as well as easements for installation and maintenance of utilities will be part of individual deeds. A 40-foot utility and road easement is

provided along Candy Lane, and recorded with the Short Plat, and variable width ingress, egress and utilities easement is provided along Estate Lane, and recorded with the Short Plat.

b. A well easement is recorded with Short Plat that provides for the existing water producing well servicing Lot 4. Skamania County Health Department and Department of Planning and Community Development codes apply to the construction of any structures or features on Lots 1, 2 and 3.

c. Future wells will need to be established and conform to the existing well(s) and septic system(s) and drain field(s). Coordination between all lot owners in establishing well locations and sanitary facilities is required and mandated by Skamania County Health Department codes (SCC 17.64.100C(1) & (2)).

d. The main road, Candy Lane, is an existing private road with the easement 40 feet for ingress, egress, and utilities which ends at the Lot 1 and Lot 4 boundary. All purchasers will be required to sign a road maintenance agreement to share in the expenses of maintaining the road.

e. At the end on Candy Lane, private road, Candy Lane is a private driveway with a 40 foot emergency access easement. Through access to north is restricted to emergency vehicles only to Baar's Hollow Road.

f. The secondary road, Estate Lane, is a private road. All purchasers, except Lot 4, will be required to sign a road maintenance agreement to share in the expenses of maintaining the road.

g. There is a protective landscape easement located on the western boundary of Lot 2, which is to remain in natural state. No clearing or tree removal allowed in this area.

h. There is an access and drainage easement with a variable width southeast of the junction of Candy Lane and Estate Lane.

5. FUTURE SUBDIVISION OF LOTS

Lots cannot be subdivided.

6. COMPLETION OF CONSTRUCTION

a. The owners shall have a period of 365 days within which to complete the exterior of structures under 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 structure located on the property is damaged or destroyed by fire or other causality, it shall be the duty of the owner thereof, with due diligence, to 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 twelve 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 a structure, in which case, the surface of the property shall be returned to its natural condition and all debris removed there from within twelve months after such occurrence. () ()

7. BUYERS RESPONSIBILITY

Buyers of all lots in the Short Plat recognize the following responsibilities:

- a. Water wells for domestic use are at buyer's expense.
- b. Electric, telephone, and other utilities are at buyer's expense.
- c. All lots have "preliminary septic" approvals. Buyers must submit their final septic design with their building permits and obtain their own approval at their expense. All expenses associated with obtaining and maintaining septic approvals are the buyer's responsibility. Water supply methods and sanitary disposal/on-site sewage disposal systems contemplated for use in this Short Plat must conform with current Skamania County Health Department standards (SCC 17.64.100C(1) & (2)).
- d. All buyers are encouraged to consult professional land surveyors, septic engineers and/or soil engineers of their choice to review the suitability of any lot for home placement and placement of sanitary sewer disposal/on-site sewage disposal systems.
- e. Buyers are urged to contact the Department of Natural Resources regarding potential forest practice conversions and the necessary applications. Individual home sites may be required to obtain a forest practices permit for development of the lots. The buyers are responsible to contact the Department of Natural Resources for further information. The buyers must comply with all forest practices as determined by the Department of Natural Resources.
- f. Buyers are urged to contact Skamania County Department of Planning and Community Development regarding current water resource setback regulations. All new development shall comply with the applicable water resource setbacks. Future development may be impacted by changes to regulations concerning water resources. No portion of any structure, including eaves, overhangs, decks and porches, or any disturbance, including mowing, grading or clearing shall be allowed within the creek or the wetland or either buffer. Buyers are also urged to contact the Skamania County Department of Planning and Community Development for current restrictions regarding buffer widths.
- g. Buyers are urged to contact Skamania County Department of Planning and Community Development regarding erosion hazards in the area. Restrictions on use or alteration of the site may exist.
- h. All lot owners will be bound by the "Ramona Bennett Short Plat Road Maintenance Agreement and Establishment of Road Users Association" recorded in Book 216, Page 572, Skamania County records, aka Candy Lane Road Maintenance Agreement and the

"Hemlock Creek Estates Road Maintenance Agreement" which are part of the public record whether they independently sign these agreements or not. () ()

h. All lot owners will be bound by the Ramona Bennett Short Plat Covenants and Restrictions recorded in Book 239, Page 917. Skamania County records, which are part of the public record whether they independently sign the agreement or not except where this agreement supersedes and takes precedence. () ()

8. DEVELOPER HELD HARMLESS

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

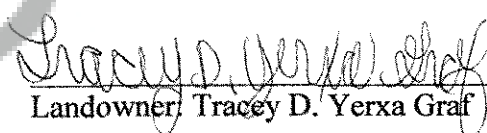
b. These protective covenants, conditionals, and restrictions contain the entire description of the rights and obligation of the parties with respect hereto.

c. Invalidity of any one of these covenants, conditionals, and restrictions by judgment or court order shall in no way effect any of the other provisions, which shall remain in full force and effect.

d. The buyer accepts the provisions of these protective covenants, conditionals, and restrictions. Such provisions include disclaimers and limitations of liabilities, which the buyer initials here, specifically acknowledges and accepts.

Lot Number: _____

 11-25-08
Landowner: Phillip Edward Graf Date

 11-25-08
Landowner: Tracey D. Yerxa Graf Date

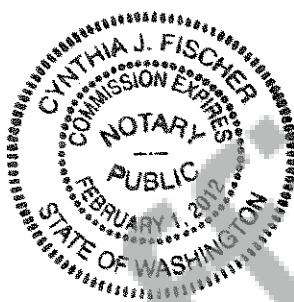
Buyer: _____ Date _____

Buyer: _____ Date _____

STATE OF WASHINGTON)
COUNTY OF Clark)

On this day personally appeared before me Phillip E. Graf and Tracey D. Yerca Graf to me known as the individual(s) 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 25th day of November, 2008.



Cynthia J. Fischer
NOTARY PUBLIC in and for the
State of Washington, residing at

Vancouver
My commission expires: 2-1-2012

STATE OF WASHINGTON)
COUNTY OF _____)

On this day personally appeared before me _____, to me known as the individual(s) 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 _____ day of _____, _____.

NOTARY PUBLIC in and for the
State of Washington, residing at

My commission expires: _____.