

Filed for Record at Request of and
After Recording Return To:
Robert D. Weisfield, Attorney at Law
P. O. Box 421
Bingen, WA 98605
(509) 493-2772

**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR BOULDER RIDGE ESTATES SUBDIVISION**

2009 179613 These Covenants, Conditions and Restrictions are for Boulder Ridge Estates, according to the Plat thereof, recorded in Book _____, Page _____, Auditor's File No. _____, Skamania County Records. The purpose of these restrictions is to ensure the use of the lots for attractive residential purposes, to protect the value of land for all property owners therein, to prevent nuisances, and to maintain the desired tone of Boulder Ridge Estates. They shall run with the land and shall be binding upon and inure thereto for the benefit of all parties hereto, their heirs, 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.

Neither KEK, LLC, nor its members, namely R. Howard Kreps, Aaron Kreps, or Rick Estey, in executing these covenants as "the developer" shall be responsible for enforcing these restrictions, unless it chooses, in its sole discretion, to do so, and is not responsible for any violation of these covenants except insofar as "the developer" may individually violate them. Furthermore, the developer shall not be responsible for any deficiencies within these covenants and restrictions and no purchaser or any other person shall have the right to require the developer to enforce these covenants and restrictions against any lot owner. Said enforcement shall be at the discretion of any lot owner so aggrieved. The developer has not made and makes no promises or warranties, expressed or implied, other than as stated herein, and specifically disclaims the adequacy of these covenants, conditions and restrictions and specifically advises each purchaser to review the covenants, conditions and restrictions to determine for himself or herself the adequacy and enforceability of said covenants, conditions and restrictions.

1. Land Use and Building Type

Lots will be used for single family residential purposes. Related buildings or structures may include gazebos, garages (including RV garages), small storage outbuildings, private greenhouses, and similar structures. The location of all related buildings and structures will be in conformity with applicable local government regulations, including but not limited to setback requirements, and in compatible design and decoration with the residence constructed on each lot. Although lot owners may run businesses from their homes, such businesses shall not be of the kind serving customers directly from any home. By way of example, businesses such as daycares are prohibited.

2. Dwelling Size

The ground floor area of all new residential dwellings will be a minimum of 1500 square feet, exclusive of open porches and garages. All homes must have a minimum one car garage, which can be unattached.

3. Mobile, Modular and Manufactured Homes

No modular, mobile, manufactured, preexisting, geodesic dome, or A-frame homes may be moved onto or erected on any lot in the Boulder Ridge Estates. Log homes and certain kit homes along the lines of Lindal Cedar Homes are permitted.

4. Completion of Construction

The Construction of any building on any lot, part or parcel, including painting, and all exterior finish, shall be completed within 365 days of the beginning of construction so as to present a finished appearance when viewed from any angle. In the event of undue hardship due to weather conditions, this provision may be extended for a reasonable length of time upon written approval of KEK, LLC. The building area shall be kept reasonably clean and in workmanlike order during the construction period. All garages, carports and accessory buildings shall match the materials, colors, style, and finish of the residence. During construction, construction material shall not be allowed to blow upon adjoining property nor be permitted to become a fire hazard. "Loud" construction work shall occur only between 7:00 a.m. and 6:00 p.m., Monday through Friday, except as otherwise agreed to by all of the residents affected by the noise of construction. Furthermore, owners must install 25 foot long paved apron over their driveway surface from the edge of their service road within 365 days of issuance of an occupancy permit.

5. Landscape, Hedges and Fences

The use of Northwest native drought resistant plants in landscaping is encouraged. Screening and the enhancement of privacy is encouraged around all dwellings and may be accomplished using vegetation, native stone walls, gentle sloped berms of earth and stone, and earth-tone wood fencing up to six (6) feet high. Each lot owner shall maintain his or her portion of the property, including all fences, structures and yard area located thereon, keeping the same neat and clean, excepting only normal wear and tear, and shall take into consideration, for themselves and other lot owners, risks of fire origination and perpetuation.

6. Temporary Structures

During the construction phase, units such as travel trailers, motor homes and other self-contained units will be allowed per Skamania County Planning and Zoning regulations on the lots so long as they do not become unsightly or become a nuisance to surrounding land owners.

7. Trash, Waste and Personal Property

Each owner shall keep his or her lot, and the area between his or her lot and the paved or graveled area of the dedicated road system, free of trash, rubbish, and unsightly material, including but not limited to non-operating vehicles of any sort. Each owner shall maintain the area between his or her lot and the paved or graveled area of the dedicated road system in such a manner as to comply with the storm water requirements set forth in the Road Maintenance and Storm Water Drainage Agreement for Boulder Ridge Estates (and as such Agreement is amended). Stored materials and all outbuildings shall be maintained in an orderly fashion. All garbage and other waste shall be kept in appropriate sanitary containers for proper disposal and out of public view and shall be removed regularly. No used motor vehicle parts, used items such as building or construction materials (except during the construction phase), machine or machine parts, equipment, or wood or lumber (other than small quantities) may be stored onsite. All recreational vehicles, including but not limited to RV's, trailers, boats, snowmobiles, ATV's, and motorcycles, shall be stored in garages or other outbuildings. Vehicles over 26,000 pounds gross vehicle weight are prohibited from being parked or stored on lots.

8. Animals

No animals, livestock or poultry of any kind will be raised, bred or kept on any lot except for pets consisting of no more than three dogs and/or no more than three cats per household. Pets may not be kept, bred or maintained for commercial purposes and must be reasonably controlled, restrained and maintained so as to not disturb neighbors' peaceable enjoyment of their property, based upon a "reasonable person standard."

9. Offensive Activities

No noxious or offensive activity shall be carried on within any lot, nor shall anything be done or placed upon any lot which interferes with or jeopardizes any owner's use and enjoyment of his or her lot. Go-cart operation is prohibited within Boulder Ridge Estates; ATV's are allowed on lots for property maintenance; ATV's snowmobiles and motorcycles may be driven for ingress and egress purposes at posted speeds.

10. Signs

No commercial signs will be erected or maintained on any lot, except that not more than one "For Sale" or "For Rent" sign may be placed by the owner or an agent of the owner. Signs posted by KEK, LLC to advertise property are exempt from this provision and may be placed as determined by KEK, LLC, in its sole discretion.

11. Compliance with Laws

Each owner will promptly comply with all laws, statutes, ordinances and regulations of Federal, State, or Municipal governments or authorities applicable to the property.

12. Use of Improvements during Construction; Diligence in Construction

No residence upon any lot shall be occupied until the same is completed and made and receives a certificate of occupancy from Skamania County, and otherwise complies with these Covenants, Conditions and Restriction. Any residence or structure which is partially or totally destroyed or damaged by fire or other casualty will be removed, repaired or replaced. Removal, repair or replacement shall be conducted in such, workmanlike manner and diligent time frame following the destruction or damage. In no case shall the repair or replacement take more than 365 days, nor shall the removal take more than 60 days.

13. Utility Lines and Services

All utility lines in the subdivision shall be placed underground.

14. Amendments

This Declaration may only be amended (or added to) by an instrument signed by not less than eighteen (18) out of twenty (20) lot owners. Such an amendment must be recorded with the Skamania County Auditor in order to be effective.

15. Enforcement

It is contemplated by the parties to this agreement that should any person or entity violate or attempt to violate the provisions of this Declaration, any person or persons owning any portions of the real property described above shall have full power and authority to prosecute any proceedings at law or in equity against such persons and parties, either to prevent the violations of these covenants or to recover damages as a result of such violations. Failure of any party entitled to enforce any covenant or restriction herein shall not be deemed a waiver of the right to do so thereafter. Should any party entitled to enforce these covenants and restrictions employ legal counsel to so enforce these provisions, all costs incurred in such enforcement, including reasonable attorney fees (including those upon appeal), shall be borne by the party found to have violated, or attempted to violate, the covenants, conditions and restrictions.

DATED: November 24, 2009.



R. Howard Kreps, Member
KEK, LLC, a Washington limited liability
company



Aaron Kreps, Member
KEK, LLC, a Washington limited liability
company



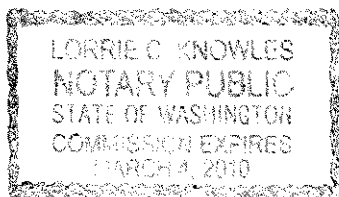
Rick Estey, Member
KEK, LLC, a Washington limited liability
company

STATE OF WASHINGTON)
) §
COUNTY OF KLINKITAT)

On this 24th day of November, 2009, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared R. HOWARD KREPS, to me known to be a member of KEK, LLC, the limited liability company that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said company, for the uses and purposes therein mentioned, and on oath stated that he is authorized to execute the said instrument.

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

(Seal)



Lorrie C. Knowles

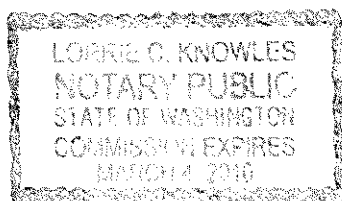
Lorrie C. Knowles
Notary Public in and for the State of Washington,
residing at White Salmon, therein.
My commission expires: 3/4/10.

STATE OF WASHINGTON)
) §
COUNTY OF KLINKITAT)

On this 24th day of November, 2009, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared AARON KREPS, to me known to be a member of KEK, LLC, the limited liability company that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said company, for the uses and purposes therein mentioned, and on oath stated that he is authorized to execute the said instrument.

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

(Seal)



Lorrie C. Knowles

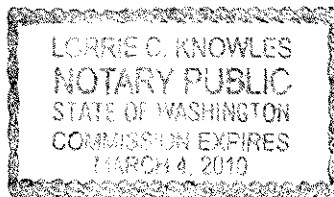
Lorrie C. Knowles
Notary Public in and for the State of Washington,
residing at White Salmon, therein.
My commission expires: 3/4/10.

STATE OF WASHINGTON)
) §
COUNTY OF KLINKITAT)

On this 24th day of November, 2009, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared RICK ESTEY, to me known to be a member of KEK, LLC, the limited liability company that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said company, for the uses and purposes therein mentioned, and on oath stated that he is authorized to execute the said instrument.

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

(Seal)



A handwritten signature of Lorrie C. Knowles in cursive script.

Lorrie C. Knowles

Notary Public in and for the State of Washington,
residing at White Salmon, therein.

My commission expires: 3/4/10.