

Filed for Record at Request of and

After Recording Return To:

Kevin Gabriel

852 Old State Road

Carson, WA 98610

**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR RIPARIA SHORT PLAT**

Grantor Kevin Gabriel

Grantee: Riparia Short Plat

Assessor's Tax Parcel No: 03 08 06 0 0 0300 00 (Section 6, Township 3 N, Range 8 E)

These Covenants, Conditions and Restrictions are for Riparia Short Plat, according to the Plat thereof, recorded in Book , Page , Auditor's File No. 2010176038, Skamania County Records. The purpose of these restrictions is to protect the value of the land for all property owners therein and to prevent nuisances. 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.

Kevin Gabriel, in executing these covenants, shall not be responsible for enforcing these restrictions, unless he chooses, in his sole discretion, to do so, and is not responsible for any violation of these covenants except insofar as he may individually violate them. Furthermore, Kevin Gabriel 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 Kevin Gabriel to enforce these covenants and restrictions against any lot owner. Said enforcement shall be at the discretion of any lot owner so aggrieved. Kevin Gabriel has not made and makes no promises or warranties, express 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. Trash Waste and Personal Property.

Each owner shall keep his or her lot free of trash, rubbish, and unsightly material including non-operating vehicles of any sort. All garbage and other waste shall be kept in appropriate sanitary containers for disposal and shall be removed regularly.

2. 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 3 horses and/or no more than 3 dogs and/or no more than 3 cats per lot. Pets may not be kept, bred or maintained for commercial purposes and must be reasonably controlled, restrained and maintained so as not to disturb neighbors' peaceable enjoyment of their property, based upon a "reasonable person standard".

3. Noise.

Noise from dogs which interferes with or jeopardizes any owner's use and enjoyment of his or her lot is prohibited. Example of prohibited noise is a dog barking for more than a few seconds.

4. Nuisance.

No public or private nuisance shall at any time be permitted or maintained on any lot.

5. Amendments.

This Declaration may only be amended (or added to) by an instrument signed by 100% of the lot owners. Such an amendment must be recorded with the Skamania County Auditor in order to be effective.

6. 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 provision, 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: _____, 2010

Kevin Gabriel

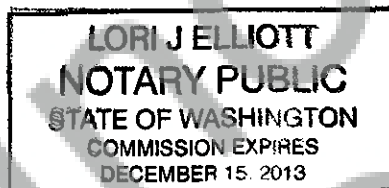
Kevin Gabriel - Landowner

STATE OF WASHINGTON }

COUNTY OF SKAMANIA }

On this day personally appeared before me Kevin Gabriel, 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 purposed therein stated.

Given under my hand and official seal this 19 day of May, 2010.



Lori J Elliott

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

My commission expires Dec 15, 2013