



Humboldt North LLC
Stephen Chambers
PO Box 998
Carson, WA 98610-0998

**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR CHERRYWOOD SUBDIVISION**

Grantors: Humboldt North, LLC, a Washington limited liability company
Skillcraft Construction, Inc., a Washington corporation

Grantee: Cherrywood Subdivision

Legal Description-Lots 1, 2, 3, 4, 5 and 6, CHERRYWOOD SUBDIVISION, according to the recorded Plat thereof, recorded in Auditor File Number 2019000685, in the County of Skamania, State of Washington, and any future lots created by division of Lots 1, 2, 3, 4, 5 and 6, CHERRYWOOD SUBDIVISION.

Assessor's Tax Parcel Number 03 08 21 3 0 1700 00

Declaration of Covenants, Conditions and Restrictions for the Cherrywood Subdivision as recorded in Auditor File Number 2019000685 on May 6, 2019, Skamania County, WA.

These Covenants, Conditions and Restrictions are for the Cherrywood Subdivision, according to the Plat thereof, recorded in Auditor File No. 2019000685, 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 the land for all property owners therein, to prevent nuisances, and to maintain the desired tone of the lots in the Cherrywood Subdivision. 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 all persons claiming upon them and shall be a part of all transfers and conveyances of property within such platted areas.

Neither Humboldt North LLC, nor its members, namely Stephen M. Chambers, Gina L. Chambers, or Kevin W. Chambers 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.

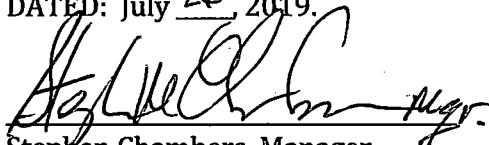
1. **Land Use and Building Type:** Lots will be used for residential purposes. Related structures may include gazebos, small storage outbuildings, private greenhouses and similar structures and garages, including garages with an accessory dwelling unit (ADU).. However, detached garages and shop buildings may be no taller than the single family residence on any given lot and shall be located to the side and behind the front of the main dwelling. The location of all related buildings and structures will also 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. Metal siding of a neutral color or color similar to the main residence is allowed for a detached shop or garage. Although lot owners may run a business from their homes, such businesses shall not be of the kind that serve customers directly from the home. By way of example, businesses such as auto repair are prohibited.
2. **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, so long as they do not become a nuisance to surrounding land owners.
3. **Dwelling Size:** The ground floor area of all primary residential dwellings will be a minimum of 1450 square feet, exclusive of open porches and garages. All homes must have a minimum one car garage, including garage door. The garage can be unattached. Any garage, attached or unattached, shall be to the side of any lot facing Humboldt Drive if the lot is within 375 feet of the intersection of Humboldt Drive and Smith Beckon Rd. A small apartment or ADU as part of a detached garage or shop, less than 1450 square feet, may be built first and before the primary dwelling unit. However, said apartment or ADU may not be built first before the main dwelling on lots within the first 250 feet of the intersection of Humboldt Drive and Smith Beckon Road.
4. All structures must be set back a minimum of 40 feet from the road easement of Humboldt Drive, as recorded in the plat, for any lot within 375 feet from the intersection of Humboldt Drive and Smith Beckon Road.

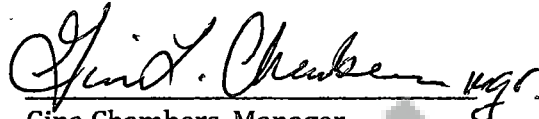
5. **Mobile, Modular and Manufactured Homes:** No modular, mobile, manufactured, preexisting, geodesic dome, or A-frame homes may be moved onto or erected on any lot in the Cherrywood Subdivision.
6. **Completion of Construction:** The construction of any building on any lot, part or parcel, including painting, 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 Humboldt North 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 in material, color, style and finish of the residence, with the exception that metal siding of a similar color as the color of the main residence may be used. During the 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 7:00am and 6:00pm, Monday through Friday, except as otherwise agreed to by all of the residents affected by the noise of the construction.
7. **Landscape, Hedges and Fences:** The use of Northwest native drought resistant plants in landscaping is encouraged. Screening and the enhancement of privacy is encouraged, especially on side lot lines. 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 wear and tear. Yards shall be mowed regularly.
8. **Trash, Waste, and Personal Property:** Each owner shall keep his or her lot and paved or graveled area of the dedicated road system in such a manner as to comply with the road maintenance agreement. 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), may be stored on site. All machine or machine parts, recreational vehicles, including but not limited to RV's, trailers, boats, snowmobiles, ATV's and motorcycles shall be stored inside garages or other outbuildings. Vehicles over 26,000 pounds weight are prohibited from being parked or stored on lots.
9. **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 2 dogs and/or no more than 2 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".

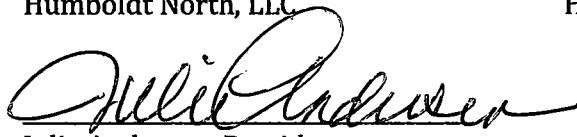
10. **Offensive Activities:** No noxious or offensive activity shall be carried on within any lot, nor shall anything be done or place upon any lot which interferes with or jeopardizes an owner's use and enjoyment of his or her lot. Go-cart operation is prohibited within the subdivision; ATV's, snowmobiles and motorcycles may be driven for ingress and egress at posted speeds.
11. **Signs:** No commercial signs will be created 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 Humboldt North LLC to advertise property are exempt from this provision and may be placed as determined by Humboldt North LLC in its sole discretion.
12. **Compliance with laws:** Each owner will comply with all laws, statutes, ordinances, and regulations of Federal, State, or Municipal governments or authorities applicable to the property.
13. **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 Restrictions.** 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 120 days.
14. **Utility Lines and Services:** All utility lines and service shall be placed underground.
15. **Amendments:** This Declaration may only be amended (or added to) by an instrument signed by not less than 80% of lot owners. Such an amendment must be recorded with the Skamania County Auditor in order to be effective.
16. **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 violation 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 enforce these provisions, all costs incurred in such enforcement, including reasonable

attorney fees, shall be borne by the party found to have violated, or attempted to violate, the covenants, conditions and restrictions.

DATED: July 26, 2019.


Stephen Chambers, Manager
Humboldt North, LLC


Gina Chambers, Manager
Humboldt North, LLC


Julie Andersen, President
Skillcraft Constructions, Inc.

STATE OF WASHINGTON

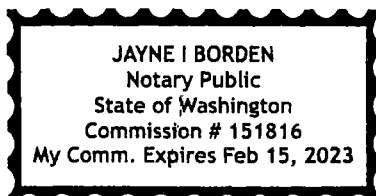
COUNTY OF SKAMANIA

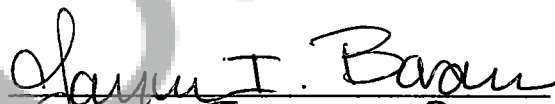
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I certify that I know or have satisfactory evidence that Stephen Chambers is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument, and acknowledged it as a Manager of Humboldt North, LLC, a Washington limited liability company, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: July 29, 2019.

(Seal)



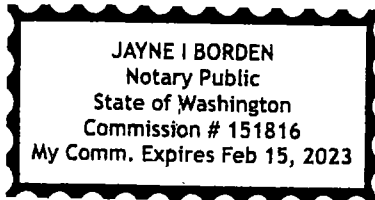

Printed Name: Jayne I. Borden
Notary Public in and for the State of
Washington, residing at Carson, WA 98610
My commission expires: 02/15/2023

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COUNTY OF SKAMANIA)

I certify that I know or have satisfactory evidence that Gina Chambers is the person who appeared before me, and said person acknowledged that she signed this instrument, on oath stated that she was authorized to execute the instrument, and acknowledged it as a Manager of Humboldt North, LLC, a Washington limited liability company, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: July 26, 2019.

(Seal)



Jayne I. Borden
Printed Name: Jayne I. Borden
Notary Public in and for the State of
Washington, residing at Carson, WA 98060
My commission expires: 02/15/2023

STATE OF WASHINGTON)
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COUNTY OF SKAMANIA)

I certify that I know or have satisfactory evidence that Julie Andersen is the person who appeared before me, and said person acknowledged that she signed this instrument, on oath stated that she was authorized to execute the instrument, and acknowledged it as the President of Skillcraft Construction, Inc., a Washington corporation, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: July 23, 2019.

(Seal)



Betty Whitney
Printed Name: Betty Whitney
Notary Public in and for the State of
Washington, residing at Stevenson
My commission expires: 10-29-20