

WHEN RECORDED RETURN TO:

Carolyn A. Simms, Attorney at Law, PLLC
P.O. Box 169
Washougal, WA 98671

DECLARATION OF RESTRICTIVE COVENANTS

Declarants: Arthur R. Malfait, Teresa D. Palmer, Roger M. Malfait and
Amy L. Denman
Beneficiaries: The Owners of Lots within the HILLSBERRY ROAD SUBDIVISION
Abbreviated Legal: LOTS 1-5 HILLSBERRY ROAD SUBDIVISION
Tax Parcel Nos.: 02053500100000; 02053500100200; 02053500100300; 02053500100400
& 02053500100500
Reference No. of Related Document: 2020000931

This Declaration of Restrictive Covenants ("Covenants") is made this 8th day of September, 2020 by Arthur R. Malfait, Teresa D. Palmer, Roger M. Malfait and Amy L. Denman, (hereinafter collectively referred to as "Declarant"), for the benefit of Declarant and any future owners of Hillsberry Road Subdivision located in Skamania County, Washington (collectively "Beneficiaries") does hereby make known the following covenants, conditions and restrictions, to all or portions thereof the real property described herein, as follows:

The Declarant makes the following recitals:

WHEREAS, Declarant are the owners in fee simple of five (5) contiguous parcels of real property located in Skamania County, Washington, as part of a legal subdivision known as Hillsberry Road Subdivision, legally described in Exhibit A (collectively referred to as "the Property"). A map of the Property is attached hereto and is made a part hereof as Exhibit B.

WHEREAS, the property possesses natural, open space and recreational values that are of great importance to Declarant; and

WHEREAS, Declarant is creating a real property covenant on the Property for the purpose of maintaining the value and character of the property.

NOW, THEREFORE, in consideration of the recitals and the covenants, terms, conditions and restrictions contained herein, Declarant hereby declares the Property shall be held, sold, and conveyed subject to these Covenants, which are for the purpose of protecting the value and desirability of the Property, as follows:

COVENANTS, CONDITIONS AND RESTRICTIONS - 1

ARTICLE I
DECLARATION OF CONDITIONS, RESTRICTIONS, COVENANTS

The Covenants shall run with the land and shall inure to the benefit of all owners of the Property and the Lots thereof. The Covenants shall bind all parties having or acquiring any rights, title or interest in the Property or any Lot, Lots or part thereof, and shall inure to the benefit of and shall be enforceable by each Owner.

ARTICLE II
RIGHTS OF DECLARANT AND BENEFICIARIES

To accomplish the purpose of these Covenants, the Declarant and/or Beneficiaries may prevent any activity on or the use of the Property that is inconsistent with the purpose of these Covenants. The purpose of the Covenants is to prevent any use of the Property that will impair or interfere with the value and character of the Property.

ARTICLE III
USES ALLOWED OR PROHIBITED

A. Land Use. No Lot shall be used except for the construction of a single-family home (as described in the plat) as defined by Skamania County, which will be used in housing one Single Family per home; provided, that any approved ancillary unit or mother-in-law dwelling, as defined by Skamania County Code, will be allowed.

B. Minimum Square Footage. The minimum square footage for each single-family home on each Lot shall be one thousand four hundred (1,400), exclusive of porches, decks, garages and patios. Each home shall consist of at least two (2) bedrooms. All construction shall be double walled construction; no mobile or modular homes shall be allowed.

C. Alterations and Additions, Temporary Structures, etc. No structure of temporary character shall be erected or maintained on any Lot except that temporary structures may be used as are necessary in the construction of a dwelling. No junk cars, or unsightly vehicles, shall be parked on any Lot. No vehicles shall be parked or buildings placed on property on which an easement exists at any time.

D. Animals. All animals shall be maintained in a healthy and sanitary manner and shall have proper shelter. All animals must be confined within the Owner's own property by a fence, kennel, or other means, and shall not create a nuisance to any neighbors. No commercial dog kennel or farming will be allowed.

E. Prohibited Use of Property. Any activity on or use of the Property inconsistent with the purpose of these Covenants. Without limiting the generality of the foregoing, the following activities and uses are expressly prohibited:

1. Recreational Use. No Lot shall be used for moto-cross tracks, or motorcycle, all-terrain vehicles or quad racing or recreational riding. However, this section shall not prohibit the occasional use of such vehicles for the purpose of maintaining the Property or transportation.

2. Firearms. No Lot shall be used for shooting ranges, target practice or the discharging of firearms. The use of firearms for hunting is allowed.

3. Other Restrictions. Any activity which will impair the peace and quiet of the Property, including loud activities, such as unusually loud music, shall be prohibited.

F. Landscaping, Roadways, Easements and Maintenance.

1. Landscaping. Landscaping of yards shall be completed within six (6) months following issuance of an occupancy permit. All fields will be mowed or cultivated.

2. Maintenance. At no time shall any Owner permit any junk, abandoned automobiles, trailers, tires, trash, garbage, rubbish, or the residue of construction materials to accumulate upon a Lot.

3. Roads and Easements. All roadways and easements shall be maintained by the Property Beneficiaries, and shall remain clear of structures, fencing, trees, or anything that would hinder the ingress and egress of the Beneficiaries. Lot 1 shall be responsible to pay 12% of the maintenance costs of the roadway, and Lots 2 through 5 shall be responsible to pay 22% each of the maintenance costs of the roadway. However, if any party damages the roadway by construction vehicles or otherwise, they will be responsible for the costs to repair the same.

4. Easements for Utilities. Beneficiaries shall have easement rights for the placement of utilities, which shall include electricity, phone, TV or fiberoptic cable lines, which shall be placed along or near the ingress and egress easements of the properties herein.

ARTICLE III
GENERAL PROVISIONS

A. Binding Effect. All present and future Beneficiaries and occupants of Lots and residences constructed thereon, shall be subject to, and shall comply with, the provisions of this Declaration. The acceptance of a deed or conveyance, or the entering into occupancy of any Lot or residence constructed thereon, shall constitute acceptance and ratification of the provisions of the Declaration by such Beneficiary or occupant, as covenants running with the land, and shall bind any person having an interest or estate in such Lot or residence, as though such provisions were recited and stipulated at length in each and every deed, conveyance and lease of said Lot or residence.

B. Enforcement. Each Beneficiary shall have the full power and authority, but not the obligation, to prosecute any proceedings in law or in equity to restrain, enjoin or prevent any violation of this Declaration, or to recover damages sustained by reason of thereof or both. No such proceedings shall be instituted until the violation has had reasonable time to be cured after written demand for compliance is made, specifying in detail the nature of the violation or attempted violation. Failure to enforce any covenant or restriction contained herein shall not be deemed a waiver of said covenant or restriction.

C. Modification. All amendments shall be in writing, approved by the Beneficiaries and recorded in the real property records of Skamania County.

D. Severability. Invalidity by judgment or decree of any one or more of these restrictive covenants herein defined or as hereafter duly amended, shall in no way affect any of the remaining provisions which shall remain in full force and effect.

E. Governing Law and Venue. These Declarations and any action maintained herein shall be governed and construed under the laws of the state of Washington. Venue for any action under or pursuant to these Declarations shall be Skamania County, Washington.

F. Prevailing Party Awarded Attorney Fees and Costs. Should any suit be instituted or any action taken by an Beneficiary or the Declarant to enforce any of these Covenants, or to restrain or enjoin the violation thereof, after demand for compliance therewith or for the cessation of such violation, and subsequent failure to comply with such demand, then and in either of said events, and whether or not suit or action be reduced to judgment or decree, the prevailing party shall be entitled to an award of reasonable attorney fees, together with costs and expenses incurred, said costs and expenses to include costs for title searches.

G. Captions. Captions given to the various sections herein are for convenience only and are not intended to modify or affect the meaning of any of the substantive provisions hereof.

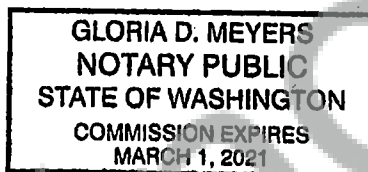
ARTHUR R. MALFAIT

Teresa D. Palmer
TERESA D. PALMER


ROGER M. MALFAIT

I certify that I know or have satisfactory evidence that ARTHUR MALFAIT signed this instrument and acknowledged it to be his free and voluntary act for the uses and purposes mentioned in the instrument.

DATED: September 8, 2020

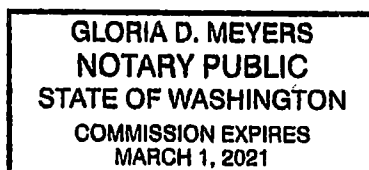


Shirley D. Meyer
Notary Public for Washington
Residing in Washouga
My Appointment Expires: 3-1-2021

STATE OF WASHINGTON)
) ss.
County of Clark)

I certify that I know or have satisfactory evidence that THERESA D. PALMER signed this instrument and acknowledged it to be her free and voluntary act for the uses and purposes mentioned in the instrument.

DATED: September 8, 2020



Notary Public for Washington
 Residing in Washougal
 My Appointment Expires: 3-1-2021

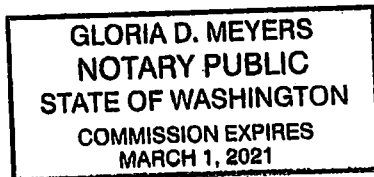
STATE OF WASHINGTON)

: ss.

County of Clark)

I certify that I know or have satisfactory evidence that ROGER M. MALFAIT signed this instrument and acknowledged it to be his free and voluntary act for the uses and purposes mentioned in the instrument.

DATED: September 8, 2020



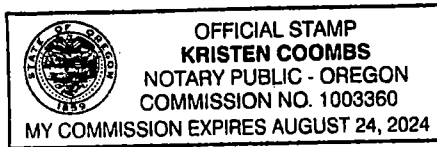
Gloria D. Meyers
Notary Public for Washington
Residing in Washington
My Appointment Expires: 3-1-2021

Amy L. Denman
AMY L. DENMAN

STATE OF OR)
County of Grant) : ss.

I certify that I know or have satisfactory evidence that AMY L. DENMAN signed this instrument and acknowledged it to be her free and voluntary act for the uses and purposes mentioned in the instrument.

DATED: 9/8/2020



Kristen Coombs
Notary Public for Grant County
Residing in Grant County
My Appointment Expires: 8/24/2024

EXHIBIT A
Legal Descriptions

Parcel No. 02053500100000

LOT 1 OF HILLSBERRY ROAD SUBDIVISION, ACCORDING TO THE PLAT THEREOF,
RECORDED UNDER AUDITOR'S FILE NO. 2020000931, RECORDS OF SKAMANIA COUNTY,
WASHINGTON.

TOGETHER WITH ANY EASEMENTS OF RECORD.

Parcel No. 02053500100200

LOT 2 OF HILLSBERRY ROAD SUBDIVISION, ACCORDING TO THE PLAT THEREOF,
RECORDED UNDER AUDITOR'S FILE NO. 2020000931, RECORDS OF SKAMANIA COUNTY,
WASHINGTON.

TOGETHER WITH ANY EASEMENTS OF RECORD.

Parcel No. 02053500100300

LOT 3 OF HILLSBERRY ROAD SUBDIVISION, ACCORDING TO THE PLAT THEREOF,
RECORDED UNDER AUDITOR'S FILE NO. 2020000931, RECORDS OF SKAMANIA COUNTY,
WASHINGTON.

TOGETHER WITH ANY EASEMENTS OF RECORD.

Parcel No. 02053500100400

LOT 4 OF HILLSBERRY ROAD SUBDIVISION, ACCORDING TO THE PLAT THEREOF,
RECORDED UNDER AUDITOR'S FILE NO. 2020000931, RECORDS OF SKAMANIA COUNTY,
WASHINGTON.

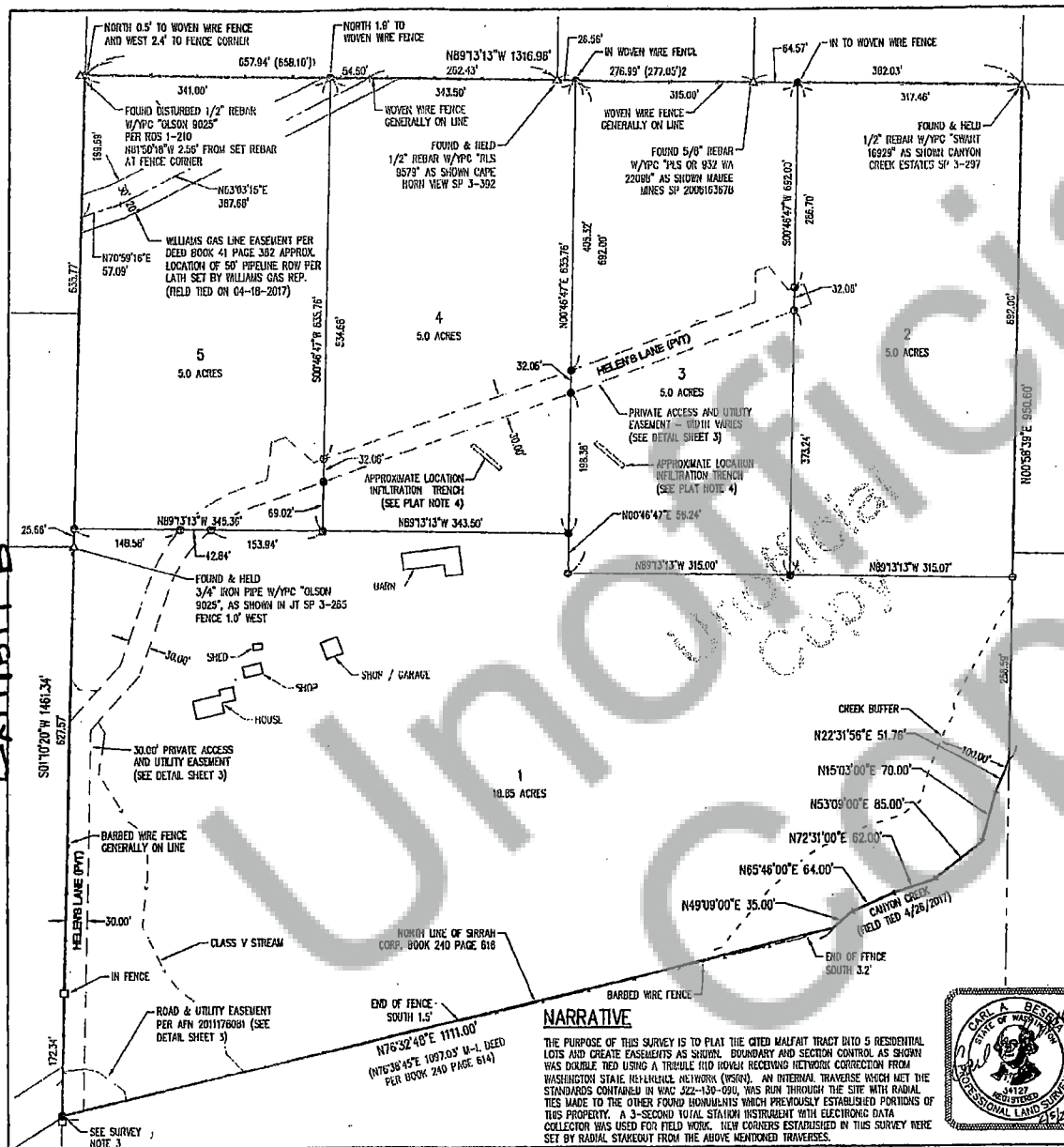
TOGETHER WITH ANY EASEMENTS OF RECORD.

Parcel No. 02053500100500

LOT 5 OF HILLSBERRY ROAD SUBDIVISION, ACCORDING TO THE PLAT THEREOF,
RECORDED UNDER AUDITOR'S FILE NO. 2020000931, RECORDS OF SKAMANIA COUNTY,
WASHINGTON.

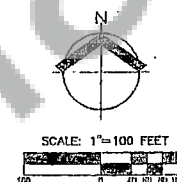
TOGETHER WITH ANY EASEMENTS OF RECORD.

EXHIBIT B



HILLSBERRY ROAD SUBDIVISION

LOCATED IN THE SOUTHWEST 1/4 OF THE SOUTHWEST
1/4 AND THE NORTHWEST 1/4 OF THE SOUTHWEST
1/4 OF SECTION 35, TOWNSHIP 2 NORTH, RANGE 5
EAST, W.M., SKAMANIA COUNTY, WASHINGTON
FEBRUARY, 2020



LEGEND

- ④ 1/2" X 3/8" X 30" REBAR WITH ORANGE PLASTIC CAP STAMPED "AKS ENR 3412"
- FOUND 5/8" REBAR WITH RED PLASTIC CAP DISCREPANT "TRANTON LS 15673" PER SHORT PLAT 3-295 (TIED 04/2017) UNLESS OTHERWISE NOTED
- △ FOUND MONUMENT AS NOTED (TIED 04/2017)
- DNR DEPARTMENT OF NATURAL RESOURCES
- HOS RECORD OF SURVEY
- ROW RIGHT-OF-WAY
- SP SHORT PLAT
- W/PC WITH YELLOW PLASTIC CAP
- (1) RECORD DATA PER SURVEY REFERENCE
- M-L WORK ON LESS

DEED REFERENCE

STATUTORY WARRANTY DEED
TO
MALFAIT
AFN 2017000613
(04-03-2017)

SURVEY REFERENCES

- (1) CAPE HORN VIEW SHORT PLAT BOOK 3 PAGE 392
- (2) WAGNER LINES SHORT PLAT AFN 2006163078
- (3) J.T. SHORT PLAT BOOK 3 PAGE 285
- (4) RECORD OF SURVEY AFN 2005158430
- (5) RECORD OF SURVEY BOOK 1 PAGE 210
- (6) CANYON CREEK ESTATES SHORT PLAT BOOK 3 PAGE 297

DECLARATION

I, SARAH KELLE, A PERSON OF THE COUNTY OF SKAMANIA, DO HEREBY DECLARE THIS PLAT TO BE A TRUE AND ACCURATE MAP THEREOF.

ACKNOWLEDGMENT:

STATE OF WASHINGTON
COUNTY OF SKAMANIA

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME ON THIS 1st DAY OF February, 2020

Sarah Kelle
NOTARY PUBLIC

MY COMMISSION EXPIRES 11/01/2021



SHEET 2 OF 3



JOB NAME: MALFAIT
JOB NUMBER: 5856
DRAWN BY: CAC
CHECKED BY: CAD
DRAWING NO.: 5856CPLAT

AKS ENGINEERING & FORESTRY, LLC
5000 ILE 129TH AVE STE 2520
WAHCONIA, WA 98082
P: 206.822.0119
F: 206.822.0126
info@aks-ef.com

AKS

ENGINEERING · SURVEYING · NATURAL RESOURCES
FORESTRY · PLANNING · LANDSCAPE ARCHITECTURE