



After Recording Return To:

Bell Design Company
PO Box 308
900 W Steuben
Bingen, WA 98605

PROTECTIVE COVENANTS, CONDITIONS, AND RESTRICTIONS

AFFECTING MILL CREEK SHORT PLAT TAX PARCEL #03100300030500 LYING IN THE SW ¼ OF THE NE ¼ OF SECTION 3, TOWNSHIP 3 N. RANGE 10 E., W.M. SKAMANIA COUNTY, WA.

WHEREAS, these Declarations and Reservations hereinafter set out are to run with the land and shall be binding upon all parties and all persons owning or purchasing lots in the Mill Creek Short Plat and shall be binding upon and insure to the benefit of all parties hereto, their successors and assigns, and all persons claiming under them and shall be part of all transfers and conveyances. Such limitations, restrictions, conditions, reservations, and agreements shall be binding and effective for a period of twenty (20) years, at the end of which time they shall be automatically extended for successive periods of twenty (20) years, unless an instrument signed by a majority of the owners of the lots within such areas has been rendered, agreeing to change said covenants and such twenty (20) year date, it appears to the advantage of then owners that restrictions should be modified then in the event, any modification desired may be made by affirmative votes of 80% of the acreage ownership of the then owners of lots within the plat and evidenced by suitable instrument filed for public record; and

WHEREAS, invalidations of any of the covenants by judgment or court order shall in no way affect any of the other provisions, which shall remain in full force and effect:

1. PROPERTY SUBJECT TO THESE COVENANTS:

The real property which is subject to said covenants is situated in Skamania County, State of Washington, and is described as follows: Mill Creek Short Plat of Parcel #03100300030500 lying in the SW ¼ of the NE ¼ of Section 3, Township 3 N. Range 10 E., W.M., Skamania County, WA.

2. GENERAL PURPOSES OF THIS DECLARATION:

The purpose of these restrictions is to ensure the use of the property for attractive residential purposes, to prevent nuisances, to prevent impairment to the attractiveness of the property, to protect each owner of any lot, part or parcel in or of said property, and to maintain the desired tone of the community and thereby 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 than is necessary to ensure the same advantages to other property owners.

3. DEBRIS:

No lot shall be used or maintained as a dumping ground for rubbish. No trash, debris, garbage, accumulated junk, or other unsightly or offensive material shall be placed or stored upon the property. All trash, garbage, or other waste shall be kept in sanitary containers pending regular removal from the property and shall not be allowed to accumulate thereon.

4. LAND USE AND BUILDING TYPE:

- a. Land shall be used for residential purposes:
- b. Structures shall be limited to on-site built only; i.e., no mobile homes or trailers shall be placed on the property, except for a maximum period of two years during construction of a permanent dwelling.
- c. All dwellings shall be built of a non-reflective material.

- d. During construction all construction materials shall be stored neatly and shall not allowed to blow about the property or become a fire hazard.

5. SPECIFIC RESTRICTIONS:

- a. No tents, travel trailers, or camping facilities of any kind shall be used on the property. This does not preclude the intermittent and temporary personal family use of such facilities for periods of not more than four (4) consecutive weeks.
- b. Each owner shall, at his sole cost and expense, maintain his portion of the property, including all fences, structures and yard areas are located thereon, keeping same neat and clean excepting only normal wear and tear.

6. COVENANTS TO RUN WITH THE LAND – PURCHASERS CONTRACT:

Each of said covenants shall run with the said real property and each tract, lot, part, or parcel thereof and bind Developers, his successors, grantees, and assigns, and all parties claiming by, through or under him. Each purchaser of any lot, part or parcel or in said real property shall, by acceptance or a deed or other conveyance for any such tract, lot, part, or parcel thereby, be conclusively deemed to have consented to and agreed to all of said covenants for himself and his heirs, executors, administrators and assigns, and does by said acceptance covenant for himself and his heirs, executors, administrators, and assigns, to observe, perform, and be bound by said covenants and to incorporate said covenants by reference in any deed or other conveyance of all or any tract, lot, part, or parcel thereof or therein.

7. PRIVATE ROAD MAINTENANCE/COVENANTS:

There is a private road easement that serves the Lots in Mill Creek Short Plat, known as 'Mill Creek Lane,' for the purpose of ingress and egress and utility easements. The owners of Lots 2 & 3 of said Short Plat shall share in the costs and expenses of maintaining the private road.

- a. The parties agree to share in the responsibility costs, and expenses of maintaining the above-described easement in good repair and maintenance for the benefit of all parcels served.
- b. Costs accrued in maintaining or repairing those roads that are not common to the lots created by the above described Mill Creek Short Plat, but are dedicated accesses to home sites on specific lots, shall be the responsibility of the owner(s) of the lot(s) whose home are served.
- c. The only exception to the shared responsibilities of the lot owners to maintain or repair common roads shall be in the case of excessive damage caused in the process of construction or improper use of common roads by an individual lot owner. In this case the party responsible for the excessive damage shall be liable to repair roads to like-new condition. For the purpose of this document, excessive damage shall be considered anything beyond normal wear and tear.
- d. It's further specified that the owners of lots created on the property meet annually, on the first Monday in April to decide: what maintenance is required to be performed on the road(s) for the upcoming year, the method of assessing costs for maintenance and repair, the party who shall be responsible for collecting and disbursing of the road repair fund.
- e. Be it also known that the owner(s) and future owner(s) of that tract described in Boundary Line Adjustment recorded under Auditor File No. 2020-001712, also having an Access and Utility Easement over 'Mill Creek Lane,' described in said above Auditor File No. 2020-001712, will, at the time of said tract's development, be subject to the herein described Section 7 'Private Road Maintenance / Covenants' and Section 8 'Private Stormwater Management Plan', and share proportionally in said responsibilities and costs.

- f. It is further stated, that the road servicing said property is not a county road and that the county of Skamania, state of Washington, has no responsibility or obligation as to the maintenance, construction or repair of said road.

8. PRIVATE STORMWATER MANAGEMENT PLAN

- a. A private Stormwater Management Plan for Lots 2 & 3 of 'Mill Creek Short Plat' has been prepared by Bell Design Company, and reviewed and approved by Skamania County. The owners of said Lots 2 & 3 hereby agree to share equally in cost the maintenance requirements and provisions of said Stormwater Management Plan.

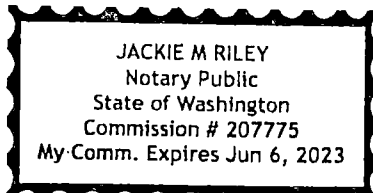
Dated this 1st day of April, 2021.

Guy Thomas Skeele
Guy Thomas Skeele, President, Skeele and Son Resources Ltd.

STATE OF WASHINGTON

County of Skamania

On this 1st day of April, 2021, before me, personally appeared Guy Skeele, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to this instrument, and acknowledged that they executed it as their free and voluntary act for the uses and purposes therein mentioned.



Jackie M Riley
Notary Public in and for the State of Washington,
Residing at White Salmon, WA
My appointment expires: 6/6/2023

Dated this April 7th day of April, 2021.

Desmond Earl Verley
Desmond Earl Verley, Trustee of the Verley Family Trust, dated December 14, 2017, as amended

STATE OF WASHINGTON

County of Skamania

} ss

On this 7th day of April, 2021, before me, personally appeared Desmond E. Verley, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to this instrument, and acknowledged that they executed it as their free and voluntary act for the uses and purposes therein mentioned.



Denise M. Bell
Notary Public in and for the State of Washington,
Residing at Alusum WA 98623 Klickitat County
My appointment expires: Feb. 17, 2022

Dated this 7th day of April, 2021.

Sheryl June Verley
Sheryl June Verley, Trustee of the Verley Family Trust, dated December 14, 2017, as amended

STATE OF WASHINGTON

County of Skamania

} ss

On this 7th day of April, 2021, before me, personally appeared Sheryl June Verley, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to this instrument, and acknowledged that they executed it as their free and voluntary act for the uses and purposes therein mentioned.



Denise M. Bell
Notary Public in and for the State of Washington,
Residing at Alusum WA 98623 - Klickitat County
My appointment expires: Feb. 17, 2022