

AFTER RECORDING MAIL TO:

CHILTON, INC.
P.O. BOX 470
ARIEL, WA 98603

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06/11/2007 12:51:29 PM
Covenants CHILTON INC 38.00
Cowlitz County Washington

Pages: 7



Grantors: Nicholas Patee and Mindy Patee
Grantees: Nicholas Patee and Mindy Patee
Assessor's Property Tax Parcel Acct Number(s): EG0608002
Abbreviated Legal Description: 6-5-2E NWNW T-8A, T-8D-1
Full Legal Description on Page(s): 1

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

1. PRELIMINARY MATTERS.

1.1 Declarant. The undersigned (hereinafter "Declarant") is (are) the owner(s) of certain real property described in paragraph 1.2 below. Declarant hereby declares that the real property legally described below shall be held, transferred, sold, and conveyed subject to the covenants, conditions, restrictions, reservations, easements and charges (hereinafter collectively referred to as "Covenants") set forth in this Declaration.

1.2 Property Subject to Covenants. All of the property which is legally described as Lots 1, 2, 3 and 4 of that Short Plat recorded under Auditor's File No. 3337585 and filed in Volume 15 of Short Plats, Page 29, records of Cowlitz County, Washington is subject to the Covenants contained in this Declaration.

1.3 Intent and Term of the Covenants. The Covenants contained in this Declaration are for the benefit of all the property subject to the Covenants and for the benefit of each and every separate parcel or subdivision of that property. In addition, the Covenants are declared to be for the benefit of properties lying outside of the legal description set forth herein, and the owners thereof, provided the owners of such benefited properties cause this Declaration to be recorded against their property or properties, with such Declaration naming the real property legally described herein as property benefited by the later Declaration. These Covenants shall inure to the

Covenants, Conditions and Restrictions-1

benefit, shall burden, and shall pass with the property and each and every parcel thereof, and shall apply to and bind the owners of the property subject to these Covenants, their legal representatives, heirs, successors and assigns in perpetuity.

2. RESTRICTIONS ON USE OF PROPERTY BY OCCUPANTS.

2.1 Minimum Lot Size. All lots located within the above-described subdivision are not allowed to be further subdivided into smaller parcels.

2.2 Permitted Use. Except as provided in section 2.4, no parcel or lot within the property subject to these Covenants shall be used for any purpose other than the construction of a single-family dwelling, as allowed under paragraph 2.3 below. Outbuildings designed or used for any purpose may be allowed by the Architectural Control Committee created hereinbelow at that Committee's sole discretion and only if they are an accessory to a residential structure. All well pump machinery is to be located within the garage of the home, with the exception of well and pump machinery which is shared by two or more homes, in which case the well pump machinery may be located in an outbuilding measuring no more than 20 feet by 20 feet, and otherwise meeting all requirements for outbuildings as set forth herein.

2.3 Dwelling Requirements. Excepting lot 1 of this short plat subdivision, due to the pre-existence of the structure, no Mobile Homes will be allowed. No dwelling structure constructed on a parcel or lot within the property subject to these Covenants shall be less than 2000 square feet with attached garage, excluding any permanent outbuildings. The dwelling structures shall have Lap siding on all surfaces and Architectural composition roofing unless otherwise approved by the developer. All structures on lot must be stained or painted using Earth-tone coloring unless otherwise approved by the developer. Once construction of the dwelling has commenced, the home shall be completed within one year from commencement date.

2.4 Temporary Structures. No shacks, garages, barns, or other outbuildings, or structures of a temporary character shall be used on any lot or parcel at any time. All structures placed on a lot subject to these covenants must be built or placed on a permanent foundation.

2.5 Home Businesses. There shall be no commercial businesses or occupations allowed that require operation of equipment on-site storage or display of materials or inventory either outside or visible from the lot, or frequent deliveries of supplies or materials to the premises. All allowable home businesses shall occur exclusively within a structure on the lot.

2.6 Completion of Construction. The purchasers of each lot or parcel, their successors, assigns, or heirs, other than the original developers of their successors, shall be required to complete construction of a residential structure on the lot or parcel within two (2) year of the date of commencement. No temporary occupancy by any person shall be allowed prior to receiving the permanent occupancy permit for the home.

2.7 Easements. Easements for utilities and drainage facilities have been reserved to the Declarant as recorded on the face of the Short Plat or in a separately recorded document. Within the easements for utilities and drainage, no structures shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may change the direction and flow of drainage channels in the easements. The owner and/or occupant of a parcel or lot will permit access by the Declarant, adjacent property owners or other appropriate parties to maintain slopes or drainage facilities for the protection and use of such adjoining or adjacent site. Each owner will not block, hinder, or interfere with the established drainage pattern over his land from adjoining or adjacent land.

2.8 Nuisance. No noxious or offensive activity shall be carried on upon any parcel or lot, nor shall anything be done on any lot, which is or may become an annoyance or nuisance to the neighborhood.

2.9 Animals. Pets are allowed upon the property subject to these Covenants as long as they do not create a nuisance by noise, odor, or trespass. No livestock shall be allowed on the parcel or lot. Dogs and cats shall be controlled as provided by ordinances for Cowlitz County and other applicable laws.

2.10 Signs. Signs will be allowed on the property subject to these Covenants so long as they do not exceed 18" x 24" in size.

2.11 Driveways. All driveways shall be kept clear from the interference of trees and shrubs.

2.12 Culverts. The installation of culverts shall not interfere with the use of the community roadways or the flow of storm water drainage.

2.13 Drilling/Mining. No oil drilling, oil development operation, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any lot.

2.14 Exterior Maintenance. Each owner shall be obligated to provide exterior maintenance of his own lot and improvements. All buildings and other structures shall be maintained in good condition and kept properly painted or stained. All lots shall be kept free of all noxious weeds. All lots shall be maintained in good repair and in such fashion as not to create a fire hazard.

2.15 Fuel Tanks. No fuel tanks shall be maintained on any of the lots unless it is approved and complies with all local, state and federal environmental rules and regulations. Owner shall indemnify Declarant, and his successors, heirs and assigns, and hold him harmless in the event of any environmental contamination.

2.16 Garbage/Trash. No lot shall be used as dumping ground for trash, garbage or rubbish of any kind. All garbage, trash and other waste shall be kept in appropriate sanitary containers suitably located and screened from the public view. Yard rakings, rocks, leaves, lawn and shrubbery clippings, dirt and other material resulting from landscaping work shall not be dumped onto or allowed to remain on streets, driveways or ditches. The removal and disposal of all trash, garbage or rubbish shall be provided by a commercial sanitary service.

2.17 Inoperable Vehicles. No owners shall permit any vehicle which is inoperable or in an extreme state of disrepair to be abandoned or to remain parked upon any lot or on any roadway for a period in excess of forty-eight (48) hours. A vehicle shall be deemed to be in an extreme state of disrepair when its presence offends a majority of lot owners.

2.18 Parking and Additional Vehicles. No lot owner shall permit any parking on the community roadways. There shall be no more than 2 recreational vehicles, such as motorhomes, camp trailers, boats, and off road vehicles, allowed to be parked outdoors on any lot.

2.19 Sewage Disposal. No individual sewage disposal system shall be permitted on any lot unless the system is designed, located and constructed in accordance with the requirements, standard and recommendations of Cowlitz County public health authorities. Approval of such systems as installed shall be obtained from such authority.

2.20 Architectural Guidelines, Height Restrictions, View Protections. It is intended that the Declarant shall have continuing control over the design and appearance of the development affected hereby and adjacent properties. To effect such control, it is mandated that all homes to be constructed within the property affected hereby must be built by Chilton Custom Homes, Inc.

using plans approved by the Architectural Control Committee (hereinafter "the committee") consisting of three or more persons appointed by the Declarant. The initial committee consists of Randy Larson, John Thomas, Craig Chilton and Robin Chilton. In the event of the death or resignation of any member of the committee, a majority of the remaining members shall have the full authority to designate a successor. The committee may designate a representative to act on its behalf, and may approve or disapprove any plans which it considers, in its sole and subjective judgment, to be unacceptable for any reason, including unacceptable design, quality, suitability, integrity or failure to meet other restrictions or guidelines. In addition to other guidelines and restrictions stated herein, the committee shall have the authority and right to disapprove plans due to the effect that the construction would have on other homes already built or to be built within the development.

2.21 Cowlitz County Requirements. Any additional requirements imposed by Cowlitz County Building and Planning such as set backs, road maintenance agreements, riparian areas and easements for water line and other utilities shown on the recorded Short Plat Map(s) are part of these Covenants, .Conditions and .Restrictions.

2.22 Landscaping. All yard areas adjacent to a new home shall be landscaped as soon as the dwelling is substantially completed. No yard or lawn areas shall be left in bare land or dirt that would cause any erosion or cause any areas to become prone to erosion. Any lots that have not had homes constructed on them within six months after closing shall be mowed and maintained as to uphold the integrity of the neighborhood.

3. AMENDMENT, ENFORCEMENT.

3.1 Amendments. The Covenants and restrictions of this Declaration shall run with and bind the land, for a term of twenty-five (25) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended by an instrument signed by not less than seventy percent (70%) of the total lot owners. Any amendment must be recorded before it becomes valid.

3.2 Enforcement. The Declarant and/or any owner(s) of property subject to this Declaration, including property made subject to this Declaration after the date hereof, shall be entitled to bring any suit or action to enforce these Covenants. In any such suit or action instituted by the Declarant or any owner(s) to enforce any of said reservations, conditions, agreements, covenants and restrictions, or to restrain the violation of any thereof, after demand for compliance therewith or for the cessation of such violation, and failure to comply with such demand, then and in either of said events and

whether such suit or action be reduced to decree or not, the parties instituting such suit or action shall be entitled to recover attorney fees in such suit or action, in addition to statutory costs and disbursements. The failure on the part of any of the lot owners affected by these Covenants at any time to enforce any of the provisions hereof shall in no event be deemed a waiver thereof, nor of any existing violation thereof; nor shall the invalidation of any said reservations, conditions, agreements, covenants and restrictions by judgment or court order affect any of the other provisions hereof, which shall remain in full force and effect.

4. AGREEMENT REGARDING MAINTENANCE OF ROAD


4.1. Maintenance of the Roadway and other amenities. The parties hereby agree that the roadway(s) serving the properties described herein shall be maintained in perpetuity as agreed upon in a separate, recorded Road Maintenance Agreement.

4.2. Extraordinary Use or Damage. Any party that damages the storm water culverts and ditches located on property within or adjacent to the property described herein or any bio-swale ditches located within or adjacent to the properties described herein, shall solely be responsible for any such damages, other than the normal wear and tear. All such damage is to be repaired within 30 days after such occurrence.

4.3. Covenants Running With Land; Priority of Lien. The covenants, promises and agreements set forth herein shall constitute covenants running with the land. Any sale or encumbrance of any of the lots hereinabove described shall be subject to this agreement; provided, however, that the lien or claim of any assessment created hereby shall be subordinated to the rights of any future Real Estate Contract seller or mortgagee so long as said assessments were current at the time the interest of the mortgagee or Contract seller attaches to said property. This agreement shall be binding on the parties hereto, their heirs, successors and assigns.



NICHOLAS PATEE



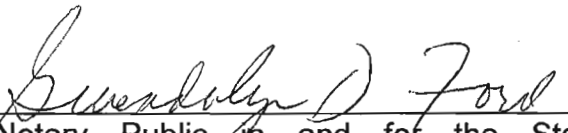
MINDY PATEE

STATE OF WASHINGTON }
COUNTY OF COWLITZ ss

I certify that I know or have satisfactory evidence that NICHOLAS PATEE and MINDY PATEE are the persons who appeared before me, and said persons acknowledged that they signed this instrument and acknowledged it as their free and voluntary act for the uses and purposes mentioned in this instrument.

Dated: May 11, 2007





Notary Public in and for the State of
Washington
Residing at Woodland
My appointment expires: 7-29-07