

AFTER RECORDING MAIL TO:

Broken Box C, LLC
1760 Down River Drive
Woodland, WA 98674

3778724

10/22/2025 03:26:19 PM
Declaration CHILTON INC 310.50
Cowlitz County Washington

Pages: 8



Grantor: Broken Box C, LLC, a Washington limited liability company
Grantee: Broken Box C, LLC, a Washington limited liability company
Assessor's Property Tax Parcel Account Number(s): EH1315001, EH1315007, EH2405014, EH2405015
Abbreviated Legal: Short Subdivision CC 24-58, Vol. 20, Pg. 32 and 33
Full Legal Description: See Exhibit "A"

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 per Exhibit "A".

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. These Covenants shall inure to the 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. The minimum lot size shall be in conformance with Cowlitz County zoning requirements and/or the Comprehensive Plan land use classification, as may be applicable.

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 and maintain the same siding and roofing that is consistent with the residence.

2.3 Dwelling Requirements. No dwelling structure constructed on a parcel or lot within the property subject to these Covenants shall be less than 2,000 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 Architectural

Control Committee. Vinyl siding is expressly prohibited. All structures must be stained or painted using earth-tone colors unless otherwise approved by the Architectural Control Committee. Once construction of the dwelling has commenced, the dwelling shall be completed within one (1) year from commencement date.

2.4 Temporary Structures. Manufactured and/or modular homes of any kind shall not be allowed. 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 Dwelling Businesses. There shall be no commercial businesses or occupations allowed that require operation of equipment, on-site storage, display of materials or inventory either outside or visible from the lot, or frequent deliveries of supplies or materials to the premises.

All home occupations shall comply with the following standards:

1. The home occupation shall be clearly incidental and secondary to the use of the dwelling for dwelling purposes;

2. The outward appearance of the structure shall not be altered or the occupation be conducted in a manner that would cause the premises to differ from its residential character either by the use of colors, materials, construction, lighting, or the emission of sounds, exhausts, or vibrations that carry beyond the premises;

3. A home occupation shall be conducted entirely within the dwelling, or within an attached or detached accessory building on the same lot as the dwelling;

4. Only the occupant(s) of the dwelling on the lot on which the home occupation is conducted may engage in such home occupation;

5. No more than 25 percent of the floor space of a dwelling may be used primarily for the home occupation;

7. Adequate off-street parking shall be provided; and

8. One nonanimated, nonilluminated sign, not exceeding three square feet in area, may be mounted on the home occupation structure.

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 one (1) year of the date of commencement. No temporary occupancy by any person shall be allowed prior to receiving the permanent occupancy permit for the dwelling.

2.7 Easements. Easements for utilities and drainage facilities may have been created by, or reserved to, the Declarant, as recorded on the face of the Short Plat(s) 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, provided 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, provided they do not exceed 18" x 24" in size.
- 2.11 Driveways. All driveways must be a hard surface, such as asphalt, concrete or pavers, within one (1) year of home completion. 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, except when contained wholly within a structure and not visible from the community roadways or adjacent lots. A vehicle shall be deemed to be in an extreme state of disrepair when its presence is objected to by three or more lot owners.
- 2.18 Parking. No lot owner shall permit any parking on the community roadways.
- 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 Fences. Any fencing to be erected shall be approved by the Architectural Control Committee.

2.21 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 plans for all dwellings to be constructed within the property affected hereby must be approved by the Architectural Control Committee (hereinafter "ACC"), with the initial ACC consisting of one representative each from BROKEN BOX C, LLC, and CHILTON INC. In the event of the death or resignation of any member of the ACC, a majority of the remaining members shall have the full authority to designate a successor. The ACC 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 ACC shall have the authority and right to disapprove plans due to the effect that the construction would have on other dwellings already built or to be built within the development.

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

2.23 Landscaping, Tree Cutting. All yard areas adjacent to a new dwelling 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 on which no dwelling has been constructed shall be mowed and maintained as to provide a maintained appearance as consistent as reasonably possible to the appearance of those other lots declared to be benefitted by this Declaration on which a dwelling has been constructed. No owner may allow on their lot the planting or growth of landscaping which blocks the view of any other owner. Any decorative fountains, water features, statues, yard art, arbors, and gazebos must be approved by the ACC. The ACC shall have full and complete control over the approval or disapproval of landscaping proposed or installed.

3. AGREEMENT REGARDING MAINTENANCE OF ROADS AND DRIVEWAYS.

3.1. Maintenance of the Roadway. Where lots are served by a private roadway, the parties hereby agree that the private roadway serving the properties described herein shall be maintained in perpetuity. The surface of the roadway shall be maintained so as to allow free and reasonable passage of such RESIDENTIAL vehicular traffic as may be reasonable and necessary in order that all parties may enjoy full and free use of the parcels of real property served and/or affected thereby.

The roadway has been constructed in conformance with the Cowlitz County Private Road Standards, as applicable for the Short Plat, and will be required to be maintained in accordance with such standards. Required repairs, maintenance, improvement, refurbishment or reconstruction of the roadway shall be referred to herein collectively as "Repairs". For purposes of this Declaration, Repairs shall be deemed to be "required" if the proposed Repairs are reasonably necessary: (i) to preserve any improvement installed or constructed for the use for which it was intended; (ii) to insure that the roadway is reasonably passable for vehicles or

pedestrians; (iii) to remedy any defects or deficiencies in any improvement installed or constructed which result from use, wear and tear or passage of time; and (iv) to maintain the landscaping along the roadway in a neat, clean fashion but consistent with the surrounding native vegetative environment.

- 3.2. Cost of Maintenance of Roadway. The owners of the lots shall each be obligated to pay their equal share totaling 25% of all costs and expenses of required maintenance, repair and improvements to the roadway and utility easement (including widening or improving road material or other capital improvements) or reconstruction of any of the improvements which now exist or which may be installed or constructed. However, if damage or destruction to the roadway arises from the actions or negligence of a particular lot owner or their guests, agents or invitees, it shall be the sole responsibility and cost of said lot owner to repair the damage or destruction, in timely manner, upon written request of the other lot owners using the roadway. No lot owner shall obstruct or interfere with the use of the roadway by any other lot owner, their guests, agents or invitees.
- 3.3. Construction and Maintenance of Driveways. The owners of all lots subject to this Declaration shall be responsible for all costs of construction and maintenance of their individual driveways which serve only their lot(s). Where a shared driveway serves two or more lots, the owners of those respective lots shall share equally all such costs of construction and maintenance to the point where the driveway serves only one lot, at which point it becomes an individual driveway for construction and maintenance purposes.
- 3.4. Procedure for Maintenance. Decisions as to any work to be performed on the above-described roadway(s) serving the properties shall be by majority vote, based upon total number of parties responsible for paying for the improvement or maintenance these amenities, whether said parties' ownership is held in fee simple or as purchaser under a Real Estate Contract. The owners of all properties served by said amenities shall meet in person on the 1st day of June each year (or an alternate date within 30 days before or after June 1 agreed-upon by a majority of the ownership eligible to vote) for the purpose of determining what repairs or maintenance are necessary to be made on the amenities. The meeting shall result in a written agreement regarding individual assessments, to be signed by all parties in attendance. Failure to attend the meeting, or to sign the resulting written agreement, shall not excuse any failure to pay any assessment. Any individual assessment for road maintenance, construction and improvements shall be due within 30 days from the date set by the majority of the ownership eligible to vote and if said assessments remain unpaid after 30 days from said date, the remaining owners eligible to vote shall be entitled to bring an action for collection of said assessment. The prevailing party in any such action shall, in addition to other remedies granted by the Court, be entitled to recover its costs and a reasonable attorneys' fee to be set by the Court.
- 3.5. Extraordinary Use or Damage. Any party that damages the roadway or shared driveways serving the properties 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. Under no circumstances are agricultural equipment of any kind to be driven down the private road identified herein.

4. AMENDMENT. ENFORCEMENT.

- 4.1 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.

- 4.2 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.

5. RESERVATION OF DECLARANT'S RIGHT TO AMEND.

- 5.1 Authorization to Amendment. Until such time as Declarant has sold all lots subject to these covenants, if Declarant, at its option, determines that it is necessary to amend the Declaration, then Declarant, on behalf of all lot owners, is hereby authorized to execute and to have recorded said required amendment or amendments. All lot owners hereby grant to Declarant a full and complete power of attorney to take any and all actions necessary to effectuate and record said amendment or amendments and agree that said amendment or amendments shall be binding upon their respective lots and upon them and their heirs, personal representatives, successors and assigns to the same extent as if they had personally executed said amendment or amendments. All lot owners hereby acknowledge and agree that the power of attorney granted herein shall be deemed coupled with an interest and shall be irrevocable.
- 5.2 Assignment by Declarant. Declarant reserves the right to assign, transfer, sell, lease or rent all or any portion of the Property and reserves the right to assign or delegate all or any of its rights, duties and obligations created under this Declaration.

Signature and Notary Block on Following Page.

Dated: October 21, 2025.

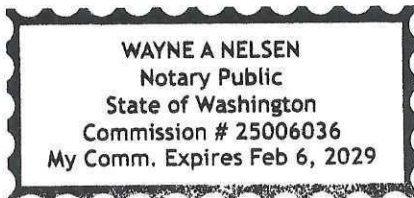
Josh Chilton
Broken Box C, LLC

Josh Chilton, President
NAME AND TITLE

STATE OF WASHINGTON } SS
COUNTY OF COWLITZ

I certify that I know or have satisfactory evidence that Josh Chilton is the person who appeared before me, and said person(s) acknowledged that they signed this instrument and acknowledged it as the President of Broken Box C, LLC to be their free and voluntary act for the uses and purposes mentioned in this instrument.

Dated: October 21, 2025.



Wayne A. Nelson
Notary Public in and for the State of Washington
Residing at Longview, WA
My appointment expires: Feb. 6, 2029

EXHIBIT "A"
LEGAL DESCRIPTION

LOT 1, LOT 2, LOT 3 and LOT 4 OF SHORT SUBDIVISION NO. CC 24-58, AS RECORDED IN VOLUME 20, PAGES 32 – 33, UNDER AUDITOR'S FILE NO. 3776128, RECORDS OF COWLITZ COUNTY, WASHINGTON, BEING A PORTION OF THE SOUTHEAST QUARTER OF SECTION 13 AND THE NORTHEAST QUARTER OF SECTION 24, TOWNSHIP 6 NORTH, RANGE 2 EAST OF THE WILLAMETTE MERIDIAN.

