

AFTER RECORDING MAIL TO:

Nicolas and Mindy Patee
1760 Down River Drive
Woodland, WA 98674

Grantor: Nicolas Patee and Mindy Patee, Husband and Wife
Grantee: Nicolas Patee and Mindy Patee, Husband and Wife
Assessor's Property Tax Parcel Account Number(s): WC2513005, WC2503014, and WC2513006
Abbreviated Legal: Lots 1, 2, & 3 Short Subdivision CC 23-37 in Vol 20 Page 001
Full Legal Description: See Exhibit A Attached.

Fidelity Title
612899775

DECLARATION OF CONVENTIONS, 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, and 3 of that Short Plat recorded under Auditor's File No. 3771153 and filed in Volume 20 of Short Plats, Page 001, 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. If applicable to this Declaration, the additional benefited properties are listed as Exhibit "B" attached hereto. 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. All lots located within the above-described Short Plat 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 and

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maintain the same siding and roofing that is consistent with the residence. All well pump machinery is to be located within the garage of the dwelling, with the exception of well and pump machinery which is shared by two or more dwellings, 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.** No dwelling structure constructed on a parcel or lot within the property subject to these Covenants shall be less than 2800 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. (No vinyl siding) All structures on lot must be stained or painted using Earth-tone coloring 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 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 dwelling 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 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 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 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 raking, 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. 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 "the committee") consisting of three or more persons appointed by the Declarant. The initial committee consists of Julius Bechly, Carol Bechly and Randy Larson. If more than one short plat is burdened or benefitted by this Declaration or a subsequently recorded duplicate Declaration with identical terms, there shall be a single Architectural Control Committee. 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 dwellings already built or to be built within the development. The Declarant has identified certain view corridors and building envelopes for each lot, and the Architectural Control Committee has the right to disallow construction and the planting of vegetation that interferes or will interfere with the protection of these view corridors, and to order the cutting of trees or other vegetation as deemed necessary by the Architectural Control Committee for the protection of such view corridors. Conversely, no cutting of trees is permitted by a lot owner without first obtaining the permission of the Architectural Control Committee, except in cases of emergency where immediate action is necessary to prevent injury or property damage. No guarantee of any particular view is made. The committee is specifically and expressly authorized to determine, for each lot within the development, the maximum height of the dwelling to be constructed on said lot. After initial construction, no additions or changes to the dwelling may be made by any owner without the approval of the Architectural Control Committee.

2.22 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.

2.23 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 Architectural Control Committee shall have full and complete control over the approval or disapproval of landscaping proposed or installed.

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, ELECTRIC GATE.

- 4.1. **Maintenance of the Roadway.** The parties hereby agree that the roadway(s) 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 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.
- 4.2. **Cost of Maintenance of roadway(s).** The costs of maintaining the roadway(s) (including future improvements, construction, maintenance and repair costs) shall be borne by the owners of the parcels described herein, with the allocation of such costs determined by the following formula:

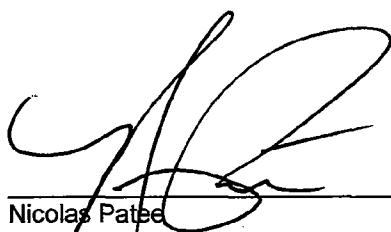
The owners of Lot 1 and Lot 2 will pay 50% each of the costs of construction and maintenance of the shared driveway that lies within Lot 1 and Lot 2 and is used exclusively by Lot 1 and Lot 2.

The owner of Lot 3 will pay a pro rata share of the costs of construction and maintenance of Yarrow Place and is used by lots located outside of the Short Plat referenced herein.

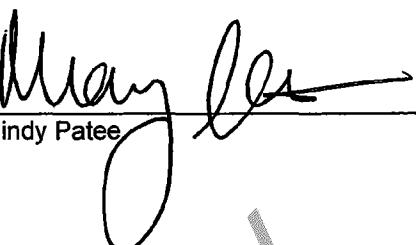
Should additional lots become subject to these CCRs and be served by the roadway(s), each of the additional lots shall also share in the expenses, with the above percentages recalculated to match, as closely as possible, the formula set forth above, which allocates expenses regarding the roadway(s) by the length of the roadway(s) over which a particular Lot Owner passes to reach the public road.

- 4.3. **Procedure for Maintenance.** Decisions as to any work to be performed on the above-described roadway(s) and/or electric gate at the entrance to the roadway 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.
- 4.4. **Extraordinary Use or Damage.** Any party that damages the roadway(s) 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.
- 4.6. **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.



Nicolas Patee

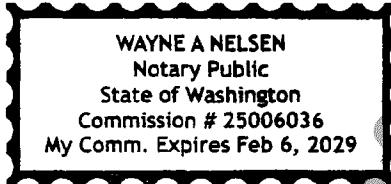


Mindy Patee

STATE OF WASHINGTON } ss
COUNTY OF COWLITZ }

I certify that I know or have satisfactory evidence that Nicolas Patee and Mindy Patee are the persons who appeared before me, and said persons acknowledged that they signed this instrument and acknowledged it to be their free and voluntary act for the uses and purposes mentioned in this instrument.

Dated: June 18th, 2025




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

EXHIBIT A – LEGAL DESCRIPTION

**LOTS 1, 2, AND 3 OF SHORT SUBDIVISION NO. CC 23-37, AS RECORDED IN VOLUME 20 OF
SHORT PLATS, PAGE 001 UNDER AUDITOR'S FILE NUMBER 3771153, BEING A PORTION OF
SECTION 25, TOWNSHIP 6 NORTH, RANGE 1 WEST, W.M.**

SITUATE IN COWLITZ COUNTY, STATE OF WASHINGTON

Unofficial Copy

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