

AFTER RECORDING MAIL TO:

Chilton Inc.
1760 Down River Drive
Woodland, WA 98674

3783764

01/29/2026 12:04:18 PM
Declaration CHILTON INC 311.50 Pages: 9
Cowlitz County Washington



Grantor: CHILTON INC
Grantee: CHILTON INC
Assessor's Property Tax Parcel Account Number(s): EM2405006 and EM2405010
Abbreviated Legal: 24 -6N -3E T-5A,5B,5E and T-5C,5F
Full Legal Description: See Exhibit A and Exhibit B

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" and Exhibit "B".
- 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 2.5, 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.

2.3 Dwelling Requirements. No primary dwelling structure constructed on a parcel or lot within the property subject to these Covenants shall be less than 1800 square feet, which may include an attached garage, and excluding any permanent outbuildings. In the event that the proposed dwelling is a manufactured or modular home, the dwelling shall be new construction, triple-wide or similar structure, or as otherwise approved by the Architectural Control Committee. Accessory dwelling units (ADU's) may be permitted in accordance with Cowlitz County Code 18.10.585, as now exists or hereafter amended. All 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 on all structures and all structures must be stained or painted using earth-tone and/or gray-scale colors unless otherwise approved by the Architectural Control Committee. Once excavation of the foundation has commenced, the dwelling shall be completed within one (1) 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 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. Temporary occupancy within an accessory structure, RV or trailer shall only be allowed during construction of a residential structure and limited to the one-year period from the commencement date.

2.7 Easements. Easements for ingress, egress, and utilities have been established by that certain Quit Claim Deed recorded under Auditor's File Number 327688869, as depicted on Exhibit "N" and described on Exhibit "O" thereof, records of Cowlitz County, Washington. Additional easements, notes, and reservations may have been created by or reserved to the Declarant, as recorded on the face of Cowlitz County Short Subdivision No. CC 25-29 and/or in a separately recorded document.

The easements shall be subject to the following conditions:

1. 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. The property shall be subject to a Private Road Maintenance Agreement to be recorded by Declarant upon completion of construction of private roadway(s) and installation of utilities. Said private roadway(s) may serve additional adjacent and nearby properties outside of the ownership of Declarant and will include provisions for continued maintenance of the private roadway(s). The costs to maintain the private roadway(s) shall be borne equally by the owners of the lots or parcels served based on the total number of lots or parcels accessed by the respective private roadway(s) and the length of the respective private roadway(s) in their entirety.
- 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. Livestock shall be allowed on parcels or lots five acres or larger and limited to a total of two animals of any variety, except no swine shall be allowed, and poultry shall be limited to twelve birds. On parcels or lots smaller than five acres, no livestock shall be permitted, except poultry shall be allowed up to six birds. 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 surfaced with asphalt, concrete, or compacted rock within one (1) month 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, operations, or refining, or rock 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 O11 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 including, but not limited to, house drawings, elevations, and site plan, for all dwellings and accessory structures 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 Chilton Inc., Broken Box C, LLC, JCP, LLC, and Salty J, LLC. 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. Maintaining and protecting views of mountains, rivers, and/or other geographic features of significance shall be specifically considered.
- 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 obstructs 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. 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.

Signature and Notary Block on Following Page

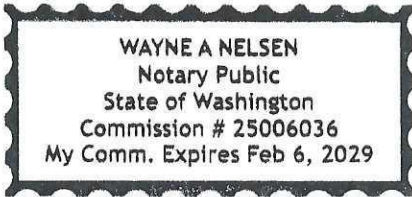
Dated: January 29th, 2026.

C. W. Chilton, Pres.
Craig W. Chilton, President
Chilton Inc.

STATE OF WASHINGTON }
COUNTY OF COWLITZ } SS

I certify that I know or have satisfactory evidence that Craig W. 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 Chilton Inc to be their free and voluntary act for the uses and purposes mentioned in this instrument.

Dated: January 29, 2026.



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

EXHIBIT "A"

PARCEL NO. EM2405006 (2.08 ACRES):

A portion of the Northwest quarter of the Northeast quarter of Section 24, Township 6 North, Range 3 East, Willamette Meridian, Cowlitz County, Washington, described as follows:

Beginning at a 1/2 inch iron rod marking the Northwest corner of the Northeast quarter of the Northwest quarter of Section 24, as shown in Book 33 of Surveys, page 2, Cowlitz County Auditor's Records;

Thence South $01^{\circ} 21' 51''$ West, along the West line of the Northeast quarter of the Northwest quarter of Section 24, for a distance of 1324.47 feet to the Southwest corner of the Northeast quarter of the Northwest quarter of Section 24;

Thence along the South line of said Northeast quarter of the Northwest quarter, South $88^{\circ} 13' 24''$ East, 1324.57 feet to the Southeast corner of the Northeast quarter of the Northwest quarter of Section 24;

Thence along the South line of the Northwest quarter of the Northeast quarter of Section 24, South $88^{\circ} 11' 22''$ East, 45.82 feet;

Thence leaving the South line of the Northwest quarter of the Northeast quarter of Section 24, North $01^{\circ} 21' 51''$ East, parallel with the West line of the Northeast quarter of the Northwest quarter of Section 24, for a distance of 968.82 feet to a point on the South right of way line of State Route 503;

Thence along the South right of way line of State Route 503, along the arc of a 22868.31 foot radius curve to the right, (the radial bearing of which is South $01^{\circ} 42' 03''$ West), through a central angle of $00^{\circ} 57' 21''$, for an arc distance of 381.53 feet to the True Point of Beginning;

Thence leaving said South right of way line, South $02^{\circ} 39' 24''$ West, 330.00 feet;

Thence North $89^{\circ} 21' 00''$ East, 281.53 feet;

Thence North $02^{\circ} 39' 24''$ East, 313.76 feet to a point on the South right of way line of State Route 503;

Thence North $87^{\circ} 20' 36''$ West, 281.06 feet to the True Point of Beginning.

EXCEPT State Highways

EXHIBIT "B"

PARCEL NO. EM2405010 (11.80 ACRES):

A portion of the Northwest quarter of the Northeast quarter of Section 24, Township 6 North, Range 3 East, Willamette Meridian, Cowlitz County, Washington, described as follows:

Beginning at a 1/2 inch iron rod marking the Northwest corner of the Northeast quarter of the Northwest quarter of Section 24, as shown in Book 33 of Surveys, page 2, Cowlitz County Auditor's Records;

Thence South $01^{\circ} 21' 51''$ West, along the West line of the Northeast quarter of the Northwest quarter of Section 24, for a distance of 1324.47 feet to the Southwest corner of the Northeast quarter of the Northwest quarter of Section 24;

Thence along the South line of said Northeast quarter of the Northwest quarter, South $88^{\circ} 13' 24''$ East, 1324.57 feet to the Southeast corner of the Northeast quarter of the Northwest quarter of Section 24;

Thence along the South line of the Northwest quarter of the Northeast quarter of Section 24, South $88^{\circ} 11' 22''$ East, 45.82 feet to the True Point of Beginning;

Thence continuing along the South line of the Northwest quarter of the Northeast quarter of Section 24, South $88^{\circ} 11' 22''$ East, 1272.63 feet to the Southeast corner of the Northwest quarter of the Northeast quarter of Section 24;

Thence along the East line of the Northwest quarter of the Northeast quarter of Section 24, North $01^{\circ} 20' 39''$ East, 418.33 feet;

Thence leaving said East line, North $88^{\circ} 39' 21''$ West, perpendicular to said East line, 300.97 feet;

Thence North $08^{\circ} 00' 00''$ West, 162.96 feet;

Thence North $02^{\circ} 53' 00''$ East, 114.25 feet;

Thence South $88^{\circ} 39' 21''$ East, perpendicular to said East line, 324.36 feet to a point on said East line;

Thence along said East line, North $01^{\circ} 20' 39''$ East, 315.97 feet to a point on the South right of way line of State Route 503;

Thence along the South right of way line of State Route 503, along the arc of a 2962.45 foot radius curve to the right, (the radial bearing of which is North $08^{\circ} 30' 31''$ West), through a central angle of $07^{\circ} 20' 20''$, for an arc distance of 379.46 feet;

Thence leaving said South right of way line, South $02^{\circ} 53' 00''$ West, 393.58 feet;

EXHIBIT "B"
PARCEL NO. EM2405010 (11.80 ACRES)
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Thence South 08° 00' 00" East, 220.37 feet;

Thence South 89° 21' 00" West, 415.40 feet;

Thence South 00° 39' 00" East, 131.39 feet;

Thence South 88° 21' 03" West, 510.86 feet;

Thence South 01° 21' 51" West, 174.76 feet to the True Point of Beginning.

EXCEPT State Highways