

**DECLARATION OF COVENANTS AND RESTRICTIONS
OF
COTTAGE HOMES ESTATES**

This following Declaration of Covenants and Restrictions as recorded in records of Clark County, Washington shall affect lots 37 through 44 and 53 through 60 (only) contained within the subdivision of Cottage Homes Estates as recorded _____, City of Vancouver, Clark County, Washington.

The following covenants, restrictions, reservations, conditions and agreements shall run with the land and shall be binding upon and ensure to the benefit of all parties hereto, their successors and assigns and all persons claiming upon them and shall be a part of all transfers and conveyances of the property within such platted areas as if set forth in full in such transfer and conveyances.

Such reservations, conditions, agreements, covenants, and restrictions shall be binding and effective for a period of 20 years from the date hereof at the end of which time they shall be automatically extended for successive periods of ten years unless whole or in part EXCEPT however, if prior to such 20 year date, it appears to the advantage of this platted subdivision that these restrictions should be modified, then and in that event any modification desired may be made by a majority of the then owners of lots within this subdivision and evidenced by suitable instrument filed for public record.

1. **LAND USE AND BUILDING TYPE:** No lot shall be re-subdivided into separate building sites. No lot shall be used except for residential purposes. No building shall be erected, altered, placed, or permitted to remain on any lot other than one single family dwelling which may be attached as a zero lot line structure with the neighboring lot(s); together with a private garage for one or two cars. However, the foregoing provisions shall not be interpreted to exclude construction of a private utility building not to exceed 10' x 10' provided the location of such structures are in conformity with the applicable municipal regulations, and are compatible in design or decoration with the residence constructed on such lot.

2. **EXTERIOR WALL CONSTRUCTION and COLORS:** Front elevation lap siding on all exteriors of home is required. Exterior colors shall be non-obtrusive pastels (a soft, pale shade of color).

3. **ROOFING MATERIAL:** Roofing material shall be a minimum 25 year composition, in shades of original developers selection. Subsequent re-roofing shall be in black or gray shades.

4. **BUILDING LOCATION:** No building shall be located on any lot with respect to set-back from front, side and rear lot lines, except in conformity with the planning regulations and requirements of the municipal government having jurisdiction within the area in which this

subdivision is located.

5. **COMPLETION:** Construction of any dwelling shall be completed including exterior decoration within 12 months from date of start of construction. All lots shall subsequent to purchase from the developers and prior to the construction of improvements thereon be kept in a neat and orderly condition and free of brush, vines, weeds and the grass thereon cut or mowed at sufficient intervals to prevent creation of a nuisance or fire hazard.

6. **FENCE:** No fence or hedge on any lot boundary line shall exceed six (6) feet in height above the grade on which it is situated, and no fence shall be situated forward of the front yard set-back line as determined by the then current applicable municipal set-back regulations, as started by builder. Any residence which borders a common or public area which has been fenced in accordance with municipal requirements, shall be the maintenance obligation of said residence and must be maintained as originally constructed.

7. **EASEMENTS and COMMON MAINTENANCE:** In addition to utility easements identified on the recorded plat all lots shall be subject to and together with a blanket easements across the neighboring properties for the installation and maintenance of; utilities, shared common foundations, structural walls, fences, and roofing. Access for such installation and maintenance shall require the protection any restoration of the neighboring property to its pre-disturbed condition as much as may be possible and in a timely manner and at the expense and effort of the party initiating. Roofing, siding, and paint colors shall match the neighboring structures to the best effort of all parties.

8. **NUISANCES:** No noxious or offensive activity shall be carried on or upon any lot nor shall anything be done thereon which may become an annoyance or nuisance to the neighborhood. Yards and grounds shall be maintained in a neat fashion at all times. No trailers or other recreational vehicles shall be stored or parked on the public street area, nor shall any trailer/ recreational vehicles (boats mobile homes, mobile trailer, truck camper) be stored or parked on any lot or parked within front set back of building line. All recreational vehicles and trailers must be shielded from public view by sight obscuring fence or garage.

No permanent basketball hoops shall be placed on any of the lots. All basketball hoops and backboards, clotheslines, and other similar items on homes shall be located or screened so as to be concealed from street view. All rubbish, trash, and garbage shall be stored in appropriate containers and not allowed to accumulate thereon, or viewed from public street except as required for scheduled removal. All garbage receptacles shall be removed from street view within 24 hours of municipal pick-up.

9. **TEMPORARY STRUCTURES:** No structure of a temporary character, including trailers of any type, tent shack garage, barn or other outbuilding shall be used on any lot at any time as a residence either temporarily or permanently.

10. **SIGNS:** No sign of any kind shall be erected, maintained or displayed to the public view on any lot, except a professional sign not larger than one square foot, or a sign not larger than 18 x 24 inches advertising the property for sale or rent, except for signs used by the developers or a builder to advertise the property during the initial sales and construction period. This restriction, however, shall not be construed to prohibit ornamental plates designating the name of the resident or the owners thereof.

11. **GARBAGE AND REFUSE DISPOSAL:** No lots shall be used or maintained as a dumping ground for rubbish. Trash, garbage and other waste shall not be kept, except in sanitary containers pending collection and removal. All lots shall be kept in a clean and sanitary condition.

12. **EXISTING STRUCTURES:** No existing structure, residential or otherwise, shall be moved onto any lot or shall any dwelling thereon be occupied prior to its completion.

13. **LIVESTOCK AND POULTRY:** No animals, livestock or poultry of any kind will be raised, bred or kept on any lot, except that not more than two dogs or cats or other pets may be kept provided. No pet shall be permitted to cause damage, constitute a nuisance or run at large in the neighborhood. No pets will be allowed to run loose except within a fenced yard.

14. **ENFORCEMENT:** The failure on the part of any party affected by these restriction at any time to enforce any of the provision hereof shall in no event be deemed a waiver thereof, nor shall the invalidation of any of said reservations conditions, agreements, covenants and restrictions by judgment of court order affect any of the other provisions hereof, which shall remain in full force and effect.

15. **ATTORNEY'S FEES:** Should any suit or action be instituted by any of party affected by these restrictions to enforce any of these reservations, conditions, agreements, covenants, and restrictions, or to retrain 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 reduces to decree or not, the party instituting such sum as the court may adjudge reasonable attorney fees in such suit or action, or appeal thereof, in addition to statutory costs and disbursement.

16. **ANTENNAS and A/C UNITS.** No antennas of any kind except for local TV or radio station receiver antennas. No satellite dishes or similar devises larger than twenty-four (24) inches. Satellite dishes and A/C units shall not be secured to the street facing wall, street facing window, or street facing roof of any structure.

17. **LANDSCAPE:** The front yard must be landscaped within three (3) months from

the date of occupancy and maintained regularly thereafter. Lawns shall require underground sprinkler systems and all lawns must be watered, fertilized, and mowed in neat and proper manner at all times.

IN WITNESS WHEREOF, the undersigned have caused this Declaration of Covenants and Restrictions to be executed this 9th day of September , 2005.

Owners of record:

Member: Mark H. Zoller; M H Zoller, Co, LLC
