

**DECLARATION OF COVENANTS AND RESTRICTIONS
OF
EMBASSY PARK PHASE TWO**

This following Declaration of Covenants and Restrictions as recorded in records of Cowlitz County, Washington shall affect all of the lots contained within the subdivision of Embassy Park, Phase II.

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 detached single family dwelling together with a private garage for not less than two cars. However, the foregoing provisions shall not be interpreted to exclude construction of a private greenhouse, private swimming pool, or a shelter or port for the protection of such swimming pool, or utility building not to exceed the size of a typical garden shed, 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:** 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 dark or gray colors.

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 with municipal requirements, shall be the maintenance obligation of said residence and must be maintained as originally constructed.

7. **EASEMENTS:** Easements for the installation of utilities, drainage facilities and berms are reserved as shown on the official plat recorded herewith. The area included in said easements shall be maintained in as attractive and well kept condition as the remainder of the lot.

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 slightly fashion at all times. On any lot. No trailers or other recreational vehicles shall be storage-parked on the public street area, nor shall any trailer/ recreational vehicles (boats mobile homes, mobile trailer, truck camper) be storage-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 Units 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 shall regularly be removed from the lot and shall not be allowed to accumulate thereon, or storage-viewed from public street.

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 incinerators or other equipment for the temporary storage of disposal of such material shall be kept in a clean and sanitary condition.

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

completion.

13. **OIL AND MINING OPERATIONS:** No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or on any lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon any lot. No derrick or other structure designed for use in burning for oil or natural gas shall be erected, maintained, or permitted upon any lot.

14. **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 2 dogs, 2 cats or other small household pets may be kept provided that they are not 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.

15. **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 judgement of court order affect any of the other provisions hereof, which shall remain in full force an effect.

16. **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.

17. **OVERHEAD ANTENNAS:** 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.

18. **LANDSCAPE:** The front yard must be landscaped within six (12) months from the date construction commenced.