

**AFTER RECORDING RETURN TO:**

Kevgap, LLC  
13504 N.E. 84<sup>th</sup> St., Ste. 103 #317  
Vancouver, WA 98682-3091

**AMENDED AND RESTATED**  
**PROTECTIVE COVENANTS, CONDITIONS AND RESTRICTIONS**  
**(Including Notice of Ongoing Forestry Activities)**

**REFERENCE NUMBERS:** 3714113

**GRANTOR:** Kevgap, LLC, a Washington limited liability company

**GRANTEE:** Public

**LEGAL DESCRIPTION:**

LOTS B-2, C-2, D-2, E-2, F-2, AND K-2 OF RECORD OF SURVEY OF BOUNDARY LINE ADJUSTMENT RECORDED ON MARCH 25, 2022, IN VOLUME 42, PAGES 68-71, UNDER AUDITOR’S FILE NO. 3711032, RECORDS OF COWLITZ COUNTY, WASHINGTON. SAID LOTS BEING LOCATED IN SECTION 17, TOWNSHIP 9 NORTH, RANGE 1 WEST OF THE WILLAMETTE MERIDIAN.

ALSO, LOTS G, H, I, AND J AS SHOWN ON SURVEY FILED IN VOLUME 41, PAGES 112-113, UNDER AUDITOR’S FILE NO. 3694783, RECORDS OF COWLITZ COUNTY, WASHINGTON. SAID LOTS BEING LOCATED IN SECTION 17, TOWNSHIP 9 NORTH, RANGE 1 WEST OF THE WILLAMETTE MERIDIAN.

**ASSESSOR’S TAX PARCEL NUMBER(S):**

WF1706008 (Lot G); WF1706009 (Lot J); WF1706011 (Lot F-2);  
WF1710010 (Lot B-2); WF1710011 (Lot H); WF1710012 (Lot I);  
WF1710013 (Lot C-2); WF1710014 (Lot D-2); WF1710015 (Lot E-2); WF1710016 (Lot K-2);

**THIS AMENDED AND RESTATED PROTECTIVE COVENTANTS, CONDITIONS AND RESTRICTIONS (INCLUDING NOTICE OF ONGOING FORESTRY ACTIVITIES) replaces and supersedes any prior protective covenants, conditions and restrictions.**

**KEVGAP, LLC, a Washington limited liability company,** being owner of more than two-thirds of the lots included within the above described property, and being owner of all the parcels of land situated within the boundaries of that certain property legally described as follows:

LOTS B-2, C-2, D-2, E-2, F-2, AND K-2 OF RECORD OF SURVEY OF BOUNDARY LINE ADJUSTMENT RECORDED ON MARCH 25, 2022, IN VOLUME 42, PAGES 68-71, UNDER AUDITOR'S FILE NO. 3711032, RECORDS OF COWLITZ COUNTY, WASHINGTON. SAID LOTS BEING LOCATED IN SECTION 17, TOWNSHIP 9 NORTH, RANGE 1 WEST OF THE WILLAMETTE MERIDIAN.

ALSO LOTS H AND I AS SHOWN ON SURVEY FILED IN VOLUME 41, PAGES 112-113, UNDER AUDITOR'S FILE NO. 3694783, RECORDS OF COWLITZ COUNTY, WASHINGTON. SAID LOTS BEING LOCATED IN SECTION 17, TOWNSHIP 9 NORTH, RANGE 1 WEST OF THE WILLAMETTE MERIDIAN.

does hereby publish the following covenants and does hereby impose the same upon all real property legally described above, including the parcels of land situated within the boundaries of that certain property legally described as follows:

LOT G AS SHOWN ON SURVEY FILED IN VOLUME 41, PAGES 112-113, UNDER AUDITOR'S FILE NO. 3694783, RECORDS OF COWLITZ COUNTY, WASHINGTON. SAID LOTS BEING LOCATED IN SECTION 17, TOWNSHIP 9 NORTH, RANGE 1 WEST OF THE WILLAMETTE MERIDIAN.

ALSO, LOT J AS SHOWN ON SURVEY FILED IN VOLUME 41, PAGES 112-113, UNDER AUDITOR'S FILE NO. 3694783, RECORDS OF COWLITZ COUNTY, WASHINGTON. SAID LOTS BEING LOCATED IN SECTION 17, TOWNSHIP 9 NORTH, RANGE 1 WEST OF THE WILLAMETTE MERIDIAN.

**Section 1. DECLARATION OF INTENT.**

The undersigned hereby certify and declare that there is hereby established a general plan for the development, improvement, maintenance, and protection of the real property above

described. The following covenants are imposed pursuant to a general plan for the benefit of all said tracts, and each and every building site therein. They are designed for the mutual benefit of the building sites in said tract and shall pertain to, and pass to, each building site therein, and shall bind all persons, together with their representatives and/or successors in interest, who may, at any time, and from time to time, own said property. The Grantor herein reserves the right at a future date, in its sole, subjective discretion, and for said time that Grantor herein owns property in the community, to name the development community for the benefit of the ten (10) lots in the community and as legally described above.

**Section 2. RESIDENTIAL AREA COVENANTS.**

A. **Land Use and Building Type for Single-family Residences.** The lots shall be used exclusively for single-family residential purposes. Only one residence shall be constructed on a lot, provided, however, that an Accessory Dwelling Unit (ADU) shall be allowed if approved under County regulation. The primary residence shall not exceed two stories in height above grade and shall contain at least 1,750 square feet of living space, excluding garage and decks. Any ADU shall be complimentary to the primary residence and not exceed two stories in height. The ADU architectural style, quality, exterior building materials, and colors shall be complimentary with the primary residence specifically, and the community generally, and as set forth in these subject Covenants. An ADU may be built prior to the primary residence, subject to building plan approval by Cowlitz County, the Architectural Committee and the Grantor herein. The ADU shall be fully completed with occupancy permit within twelve (12) months from the start date of construction. The ADU may be occupied by the lot owner during construction of the primary residence which shall be completed within twelve (12) months following the completion of the ADU as indicated above. In the event the ADU is constructed prior to the primary residence, the lot owner shall

install and properly maintain an aesthetically pleasing sign on the lot owner's property during construction of the ADU and primary residence. This sign must clearly delineate and highlight in color the outside exterior plans of both the ADU and the primary residence in order to accurately reflect the ADU is not the primary residence. No mobile or manufactured homes shall be allowed. Roof line must be approved by the Architectural Committee.

All homes constructed on each lot shall be built of new materials, with the exception of "décor" items such as used brick, weathered planking and similar items. All roofs are to be cedar shake, cedar shingle, tile, metal, or architectural composition shingles. Plywood or any exterior wood panels similar to 4' x 8' plywood shall not be used as an exterior finish material on any elevation of any structure. Exterior siding may include wood, LAP, stone, brick, stucco. Metal siding (standing seam with no exposed screws) may be considered, subject to the final approval of the Architectural Committee and the Grantor herein, in their sole, subjective discretion. Exterior trim, fences, doors, railings, decks, eaves, gutters, solar panels, and the exterior finish of garages and other accessory buildings shall be designed, built, and maintained to be compatible with the exterior of the structure they adjoin. Any installed fencing must be black chain-link, black or white vinyl, or stained cedar fencing. The primary residence, including an additional ADU structure, shall have a combined minimum of three (3) fully enclosed garages. The primary residence, without an additional ADU structure, shall have a minimum of three (3) fully enclosed garages.

B. **Outbuildings.** Two or three car detached garages, swimming pool, deck, gazebo, tool or storage shed, or barn, or other outbuildings of a similar nature shall be permitted so long as said structures do not exceed one and a half story and twenty-five feet in height, and further subject to the above car garage minimum requirement set forth in above paragraph A. The size,

architectural style and quality of outbuildings shall be consistent with the style and quality of the residence and otherwise subject to the provisions of this Declaration.

C. **New Materials**. All improvements shall be constructed of new materials unless specifically approved by the Architectural Committee.

D. **Setbacks**. No improvements shall be constructed nearer than forty (40) feet from the front lot line, or nearer than ten (10) feet from any side lot line, nor ten (10) feet from the rear lot line. When more than one (1) lot has been acquired as a single building site, the side lot lines shall refer only to the lot lines bordering the adjoining property owners.

E. **Utility Easements**. No permanent improvements shall be constructed within any utility easement. Use of property shall be subject to water system protective covenants filed separately from this Declaration.

F. **Driveways**. Driveways to the front of the residence and outbuildings, including but not limited to, shop, guest home, detached garage, and ADU's, shall be paved asphalt or concrete starting from the Silverwood Drive private roadway for a minimum of thirty (30) feet on the lot owner property, then the balance of the driveway shall either be 5/8 minus crushed rock, paved asphalt, or concrete. All driveways and roadways shall be maintained at all times with a smooth surface, reasonably free of vegetation and potholes.

G. **Commercial Use**. A business or trade activity may be carried on provided that such activity is conducted within a private residence or ancillary structure and results in no visible outside business activity. Business activity shall not result in the presence of additional persons or vehicles, other than on an infrequent and limited basis which does not reasonably affect the residential nature of the neighborhood. No forms of advertising shall be allowed that are visible

to the public view. There shall be no short term rentals under three months, and no third party rentals with, including but not limited to, Airbnb, Vrbo, Vacasa.

H. **Maintenance**. It shall be the duty of the owner of each lot to maintain all of such lot, as well as any grass or other vegetation on abutting easements or roadways in a neat and clean manner consistent with the rest of the neighborhood.

I. **Human Habitation**. Other than in the residence, there shall be no use of any structure or vehicle for human habitation at any time except during construction.

J. **Parking Vehicles**. Owners may make reasonable use of their driveways for parking of cars, pickups, and vans used on a frequent basis for transportation. All other vehicles shall be stored inside a permanent building and out of sight. Recreational vehicles can be parked alongside or in the rear of the residence. Occasional guests may park cars, trucks, vans or recreational vehicles in the driveway for the duration of their visit, not to exceed two (2) weeks. In no event shall tractor trailer rigs be permitted.

K. **Disabled Vehicles**. In no event shall any motor vehicle which is mechanically unfit to be operated on a public road be allowed to remain for more than fifteen (15) days on the above described property. Any such vehicles may be stored inside a permanent building on the property, provided that the vehicle is out of sight.

L. **Materials and Equipment**. In no event shall the property be used for storage of machinery, equipment and materials, and except to the extent that such items are inside the residence, garage, barn or other allowed permanent building.

M. **Animals**. Dogs, cats or other common household pets may be kept, provided they are not maintained for commercial or breeding purposes and do not unreasonably disturb the owners of other lots. In particular, dogs shall not be permitted to run at large or bark excessively

or during sleeping hours. Chickens shall be allowed for resident needs, provided that they are contained and feed is contained in rodent proof receptacles. No other livestock shall be allowed.

N. **Garbage and Refuse Disposal and Noxious Weeds.** Rubbish, trash, garbage and other waste shall be promptly disposed of. All such materials shall be kept in closed containers and appropriately disposed of off of the above described property. Notwithstanding the foregoing, and to the extent permitted by law, leaves and/or untreated wood may be burned at such times as the smoke resulting from such burning does not reasonably constitute a nuisance. Each respective lot owner shall control noxious weeds on their lot.

O. **Offensive Activities.** No noxious or offensive activities shall be carried on or allowed upon any portion of any lot, nor shall anything be done or maintained upon any lot which may be or become an annoyance or nuisance to the neighborhood or detract from the value of the lot or adjoining lots. Without limiting the foregoing, exposed clothes lines, garbage containers, compost storage areas and like, shall be discretely screened to avoid unsightly appearance.

P. **Firearm Use.** The discharge of firearms shall be prohibited.

Q. **Lighting.** Lighting is limited to security lighting, with all lighting shielded to prevent impact to adjoining properties.

R. **Propane Tanks.** Propane tanks shall not be visible to the public.

S. **Antennas and Dishes.** Owner may maintain standard television reception antennas on the roof of the residence, as well as small Direct T.V.-type satellite receiving dishes, which must be properly maintained and aesthetically pleasing. All other antennas, CB/Ham radio antennas, or satellite receiving dishes shall be located behind the residence and out of visual sight by the community and all other lot residences.

T. **Easements.** Easements for the installation and maintenance of utilities and drainage facilities are reserved as shown upon the recorded plat or as the same may be recorded at the time of purchase.

U. **Permanent Structures, Temporary Structures, and Completion of Structures.** No mobile home, trailer, house trailer, shack or other structure of a temporary character shall be used on any lot as a permanent residence. Said temporary structures shall be allowed on any lot for a period not to exceed twelve (12) months while construction of a permanent residence is actively underway. All buildings commenced on any lots shall be completed not more than twelve (12) months after construction is commenced, provided, however, that extensions may be granted by the Architectural Committee and the Grantor herein.

V. **Oils and Mining Operations.** No drilling or development for gas or oil or quarry or mining operations of any kind shall be permitted upon any lot, nor shall gas or oil storage tanks or facilities, other than those normally associated with use of the lot be permitted on any lot.

W. **Signs.** No sign of any kind shall be displayed to the public view on any lot, except of not more than 24 inches by 48 inches advertising the property for sale, or for advertising the primary residence and any ADU during construction, or for long term rental by the owner or owner's agent, or for political support purposes.

X. **View Preservation.** To preserve a reasonable view corridor of Mt. Rainier from each owner's residence and attached decks, the following provisions shall apply to trees within this set "view corridor": Deciduous trees shall not be allowed to attain a height greater than the height limitations for a single-family residence based upon the height restrictions in this Declaration. The height of evergreen trees is not restricted, but the limbs of evergreen trees shall be trimmed to crease a view of Mt. Rainier with an occasion limb remaining, rather than removal of all evergreen

limbs within the view corridor (view blockage by limbs and trunks of evergreen trees shall not be more than 20% of the view corridor).

Y. **Architectural Committee.** There is hereby constituted an Architectural Committee. The committee is composed of the following: Jens W. Jorgensen, Lorie I. Spogen, and Kevgap, LLC, whose purpose shall be to establish and enforce reasonable rules regarding the architecture and decorating of improvements on the property which is subject to this Declaration. In the event of death or resignation of any member of the committee, the remaining members shall have full authority to designate a successor. Neither the members of the committee, nor its designated representative shall be entitled to any compensation for the services performed pursuant to these covenants. The Grantor herein shall have final approval with the Architectural Committee of all architecture and decorating of improvements on the property until such time that Grantor no longer owns any of the properties indicated hereinabove.

No building or other structure shall be constructed or altered until plans and specifications for the same, including color scheme and detail, lots plans showing the location of said building or the structure on the building site, parking and the grading plans showing grading elevations and the elevations of such building or structures, shall have been approved in writing by the Architectural Committee, or by its designated or authorized representative. Any structures which are proposed to be built upon any lot within the development that are not attached to the residential dwelling unit shall also be subject to review by the Architectural Committee to ensure that the design of said structure is consistent with the architectural plans and specifications of the residence located on that lot. The Committee's approval or disapproval as required in these Covenants shall be in writing. In the event the Committee, or its designated representative, fails to approve or disapprove within thirty (30) days after a hard copy of the plans and specifications have been

submitted to it, or in any event, if no suit to enjoin the construction has been commenced prior to the completion thereof, approval will not be required, and the related Covenants shall be deemed to have been fully complied with. The guiding principle for the Architectural Committee shall be to preserve architectural harmony and to that end, unusual architectural, inferior materials, and unusual decoration schemes, including, but not limited to paint color and paint patterns may be denied. Owners agree to maintain the real property and improvements in a neat, clean and well-maintained condition in accordance with the directions of the Architectural Committee.

Upon written notice to all property owners, the Architectural Committee shall have the authority to grant a variance if it determines, in its sole discretion, that such a variance will maintain the integrity of the development.

The Architectural Committee shall sign two sets of plans in red ink. Only those two sets of plans are the officially approved plans to be submitted for a County Building Permit. At no time during the course of construction may the exterior of the home be altered from the official plans without the prior approval from the Architectural Committee.

Z. **Additional Covenants.** The Grantor herein reserves the right at a future date, in its sole, subjective discretion, and for said time that Grantor herein owns property in the community, to approve the design and installation at the community entrance the following improvements, including but not limited to, aesthetically pleasing landscaping, a possible permanent private gate and monument, and a cluster set of mailboxes (subject to approval by the United States Postal Service), for the benefit of the ten (10) lots legally described herein. The cost for the design, equipment, materials, installation, utilities, maintenance, and repairs shall be shared equally in cost by the owner of each lot legally described herein. The ten (10) lots owners shall deposit into a third-party escrow account selected by Grantor herein and prior to the start of the

improvement design, the lot owner's respective ten percent (10%) equal share of all project costs for each the above indicated improvement(s) approved for the community entrance. Failure of any specific lot owner to deposit their respective share upon demand of any community project costs, as set forth in both these Covenants, Conditions and Restrictions, and the Community's Roadway Maintenance Agreement, may result in the placement of a lien on the respective lot owner.

**Section 3. NOTICE OF ONGOING FORESTRY ACTIVITIES.**

Declarant is the owner of adjoining commercial forestry lands on which there is ongoing timberland management for the growing and harvesting of timber for commercial purposes. These timberland activities including, among other things, timber harvesting, thinning, slash management, reforestation, vegetation control, road maintenance, and various other activities associated with proper timberland management (collectively "Timberland Activities").

Purchasers of properties subject to these Covenants understand and agree that such Timberland Activities are likely to generate increased traffic, noise, dust, smoke, vibrations, and other impacts that are atypical of ordinary rural residential uses.

Residents of this development acknowledge and agree that the Declarant's Timberland Activities do not obstruct the free use of their properties, nor does it substantially interfere with the comfortable enjoyment thereof. Residents understand and agree that their purchase of the property was made with full knowledge and understanding of the Timberland Activities conducted on the adjoining properties by Declarant, and that such uses do not constitute unreasonable annoyance.

Residents hereby waive their right to bring a private nuisance action against Declarant for the known Timberland Activities described herein, provided, however, that nothing in this section shall be construed as a waiver of any right to seek redress for activities which actually endanger

the health and safety of the residents of Silverwood, nor shall this be construed as a waiver of any right to seek enforcement of any laws under the criminal code of the State of Washington.

Residents understand and agree that Declarant will rely on the covenants and waivers contained herein. Any claims brought in derogation of the assurances contained in this waiver may be subject to any and all equitable defenses which may arise from the terms of this Agreement. Residents understand and agree that they will disclose the terms of this Agreement to any successors, heirs, assigns, guests, tenants and other property users.

**Section 4. MODIFICATION OF COVENANTS.**

These covenants may be modified by an instrument in writing signed by the owners of more than two-thirds of the lots included within the above described property.

**Section 5. TERM ENFORCEMENT AND CONSTRUCTION.**

A. **Term.** These covenants are to run with the land and shall be binding upon all parties and persons claiming under them for a period of ten (10) years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by a majority of the then owners of the lots has been recorded, agreeing to change said covenants in whole or in part.

B. **Enforcement.** Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant either to restrain violation or to recover damages for violation.

C. **Severability.** Invalidation of any of these covenants by judgment or court order shall in no way affect any of the other provisions which shall remain in full force and effect.

D. **Attorney Fees.** Should any lot owner be required to take legal action to enforce the terms of both these Covenants, Conditions and Restrictions, and the Community's Roadway

