

## RESTRICTIVE COVENANTS

FRANK E. WITTENBERG and JOAN G. WITTENBERG, husband and wife, JACK E. JOHNSON and ARDIS L. JOHNSON, husband and wife, and HARLEY L. JOHNSON and FRANCES A. JOHNSON, husband and wife, the owners of the following described real property located in Skamania County, State of Washington:

Lots 1 to 48 inclusive of COLUMBIA HEIGHTS according to the official plat thereof on file and of record at page 136 of Book A of Plats, Records of Skamania County, Washington.

desiring to insure the use of the above described real property for attractive residential purposes only, to prevent nuisances, to prevent the impairment of the attractiveness of the property, to maintain the desired tone of the same as a residential district and thereby to secure to the future owners of each lot the full benefit and enjoyment of his residence with no greater restrictions upon the free and undisturbed use of his lot than is necessary to insure the same advantages to the other lot owners, do hereby impose upon the above described real property the following building restrictions and restrictive covenants:

1. No dwelling house having a floor plan of less than 1200 square feet in area, excluding any area used for basement or garage purposes, shall be constructed on any of the aforesaid lots; only one dwelling house shall be constructed on each of the lots aforesaid.
2. No horse, cow, hog, goat, sheep or other similar animal, and no barnyard fowl of any kind shall be kept or maintained on any of the aforesaid lots or any portion thereof.
3. No building shall be constructed on any of the aforesaid lots more than one story in height above the basement thereof; provided, however, that daylight basements and dwelling houses incorporating a split level design may be constructed on the aforesaid lots in accordance with plans previously submitted and approved by the plat-tors.
4. No trailer house or mobile home shall be moved upon, stored or used as a dwelling either temporarily or permanently upon any of the aforesaid lots.

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5. None of the aforesaid lots shall be used for any business or commercial purposes.
6. Each dwelling house constructed on any of the aforesaid lots shall be fully completed on the exterior portion thereof within one year from the commencement of construction.
7. No fences shall be erected and no trees, shrubs or hedges shall be planted on any of the aforesaid lots which will, during the effective term of these building restrictions and restrictive covenants, materially obstruct the view from any other lot.
8. Septic tanks will be constructed and installed on the aforesaid lots strictly in compliance with the Skamania County Ordinance and the rules and regulations of the State Department of Health.
9. All electric power distribution lines, telephone lines, television cables and pipelines for water, natural gas and other utilities, shall be constructed under ground and in accordance with plans submitted and approved by the plattors.
10. Installation of electrical service shall be made strictly in accordance with plans approved by Public Utility District No. 1 of Skamania County, Washington.

All of the foregoing building restrictions and restrictive covenants shall cease and terminate and thereafter be of no force or effect and shall not be enforceable, either at law or in equity on November 1, 1993. The building restrictions and restrictive covenants set forth above as hereby imposed shall be regarded at law and in equity as covenants running with the land; shall be binding within the term thereof on all future owners of the aforesaid lots, their heirs, administrators, executors, and assigns, and shall be imposed upon each lot for the benefit of each and every owner of the remaining lots. Any person hereafter acquiring any right, title or interest in any of the aforesaid lots shall have the right to prevent any violation of the foregoing building restrictions and restrictive covenants by the commencement of suit either at law or in equity and shall have the further right to damages and injunctive

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relief. Failure by any owner to enforce any of the aforesaid building restrictions or restrictive covenants shall not be deemed a waiver of the right so to do thereafter as to the same breach or violation or as to any other breach or violation.

Dated at Stevenson, Washington, this 1st day of November, 1968.

Frank E. Wittenberg  
FRANK E. WITTENBERG

Joan G. Wittenberg  
JOAN G. WITTENBERG

Jack E. Johnson  
JACK E. JOHNSON

Ardis L. Johnson  
ARDIS L. JOHNSON

Harley L. Johnson  
HARLEY L. JOHNSON

Frances A. Johnson  
FRANCES A. JOHNSON

STATE OF WASHINGTON )  
 ) ss.  
County of Skamania )

On this day personally appeared before me FRANK E. WITTENBERG and JOAN G. WITTENBERG, husband and wife; JACK E. JOHNSON and ARDIS L. JOHNSON, husband and wife; and HARLEY L. JOHNSON and FRANCES A. JOHNSON, husband and wife, to me known to be the individuals described in and who executed the within and foregoing instrument, and acknowledged that they signed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 13th day of June, 1969.



Robert J. Salomon  
Notary Public in and for the State of Washington, residing at Stevenson therein.

