

W/I-244

FOR THE MUTUAL PROTECTION AND BENEFIT OF PROPERTY OWNERS
DECLARATION OF RESTRICTIONS

THIS DECLARATION MADE THIS 4th DAY OF APRIL, 1979.

WHEREAS, Johnny and Gertrude Olson are the owners of that certain property generally described as Olson Short Plat as recorded in the records of the County of Skamania, State of Washington. THIS DECLARATION is designed for the mutual benefit of said OLSON SHORT PLAT and hereby fix the protective conditions upon and subject to all parcels and portions said property shall be held, leased, sold and conveyed by them as such owners, lessees or users, each and all of which is and are for the mutual benefit of the land and shall inure with and pass with each and every parcel of land therein, and shall apply to and bind the respective successors in interest, and are and each thereof is imposed upon said SHORT PLAT as a mutual, equitable servitude in favor of each and every parcel of land therein as to the dominant tenement or tenements.

SAID CONDITIONS ARE AS FOLLOWS:

1. That no residence or any other structures erected on the lots described in said map or plat shall be nearer than 25 feet to the front property line, nor 25 feet to any side street line, or 10 (ten) feet to any other side lot line.
2. No temporary buildings, basement, tent, shack, garage, barn or other outbuildings in said tract shall at any time be used for human habitation temporarily or permanently, except as may be authorized by Johnny and Gertrude Olson under special or temporary permit, during the construction of a dwelling.
3. Any building erected upon any of said lots, which is constructed of wood, stucco, cement or metal, shall be painted or stained on the exterior.
4. All residences shall have complete and approved plumbing installation prior to occupancy. Buyer shall comply with local and state health rules and regulations.
5. No hogs, pigs, swine, horses, livestock or poultry shall be kept, grown or otherwise located on the subject property.
6. No commercial enterprises except as designated by Johnny or Gertrude Olson. These conditions shall be a covenant running with the land and shall be binding upon all parties and all persons claiming under them until 1990, at which time said conditions and covenants shall be automatically extended for successive period of ten (10) years, unless by vote of the majority of lot owners of said tract such

shall be terminated, PROVIDED, HOWEVER, that the Skamania County Planning Commission or other designated authorities may, after proper notice and public hearings, as provided by law, re-zone such lots in said SHORT PLAT, that such governing body may deem to be for the benefit of all lots owners in said tract. If any portion of the above conditions are not effected by any zoning change, then such portions not effected shall remain in full force and effect.

7. No mobile homes or trailers will be permitted for primary dwelling purposes.

8. No storage on lots or streets of inoperable vehicle for a period exceeding 30 days without written consent of Johnny and Gertrude Olson.

9. No lot sold by Johnny or Gertrude Olson will be allowed, by its owner, to accumulate rubbish or debris that would constitute a first hazard or offend the public eye.

10. This property is restricted to one single dwelling unit per lot herein designated as residential lots except in areas which shall be designated as multiple dwelling or commercial. There shall be no commercial enterprises or any residential lot with the exception of the home office type business.

11. No structure, tree or shrub will be allowed to obstruct the Columbia Gorge or Mt. Hood view from other lots in OLSON SHORT PLAT or subsequent additions.

12. Pets will not be allowed to roam free to the extent that they become a public nuisance to adjoining property owners.

13. Invalidity of any one of these covenants by judgment or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

14. Johnny and Gertrude Olson, their successors or assigns shall have the power to enforce these covenants by any lawful means, including but not limited to injunctions, and in the event of legal proceedings the alleged violator shall pay all court costs, including reasonable attorney's fees, conditioned only upon there being an adjudication that a covenant has been violated.

STATE OF WASHINGTON
COUNTY OF SKAMANIA

I HEREBY CERTIFY THAT THE WITHIN
INSTRUMENT OF WRITING FILED BY
Mr. C. T. Little, Jr.
OF Stevenson, Wa.
AT 11:30 A.M. April 17, 1979
WAS RECORDED IN BOOK B
OF Miss AT PAGE 99
BOOKS OF SKAMANIA COUNTY, WASH.
Sp. T. Little
COUNTY CLERK
Stevenson

Johnny A. Olson
Johnny Olson

Gertrude J. Olson
Gertrude J. Olson

REGISTERED	1
INDEXED: D.R.	
INDIRECT	1
RECORDED	
COMPALED	
MAILED	

