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BOOK 78 PAGE 106



DECLARATION OF CONDITIONS AND RESTRICTIONS
FOR DEVELOPMENTS

Known as WEST FORK ESTATES I, II, III, and IV
described and recorded in Book 78 of
SHORT PLATS, Pages 162 to 163,
inclusive, Skamania County, Washington.

A copy of the legal description of the above-referenced subdivisions is attached hereto as Exhibit "A" and of the proposed short subdivisions as Exhibit "B".

TO THE PUBLIC:

KNOW ALL MEN BY THESE PRESENTS, that MELVIN L. EADES and DORIS EADES, husband and wife, hereinafter referred to as "Declarants", hereby declare as follows:

NOW, THEREFORE, Declarants hereby certify and declare that they have established and do hereby establish the following general plan, including, but not limited to, the Conditions and Restrictions herein defined, for the improvement, protection and benefit of property in WEST FORK ESTATES, Subdivisions I, II, III and IV, and to which this Stated Declaration shall be made applicable by declaration of the owner or owners or dedicator of any such planned short developments which shall hereinafter be referred to as WEST FORK ESTATES, I, II, III and IV, and do hereby establish the following conditions, restrictions and covenants, subject to which each and all lots in the WEST FORK ESTATES I, II, III and IV Proposed Developments shall be sold or conveyed; each and all of which shall run with the land and shall inure to the benefit of, be imposed upon, and pass to the successor in interest of each and all said lots as a servitude in favor of and enforceable by the owner and owners of any other of such lots. This plan defined and the conditions, restrictions, and covenants herein defined shall be administered by a civic association known as WEST FORK ESTATES Short Subdivisions ASSOCIATION.

ARTICLE I
DEFINITIONS

Whenever used in this Declaration, the following terms shall have the following meanings:

1. "Association" shall mean the WEST FORK ESTATES SHORT SUBDIVISIONS ASSOCIATION, hereinafter referred to as "the Association" a non-profit corporation organized under the laws of the State of Washington, its successors and assigns.
2. "Properties" shall mean and refer to that certain real property described on Exhibit "A" and Exhibit "B", both of which are attached hereto and incorporated herein.
3. "Lot" shall mean and refer to any plot of land shown on the recorded Short Plat of the Properties.
4. "Member" shall mean and refer to every person or entity who holds membership in the Association.
5. "Owner" shall mean and refer to the record owner (including contract sellers), whether one or more persons or entities, owning all or any part of fee simple title to any lot which is part of the properties, excluding those having such interest merely as security for the performance of an obligation.
6. "Private Roads" shall mean and refer to all roads, ditches, culverts, drainage structures, lanes, pedestrian paths, and related

works which are now shown on the recorded Short Plats, or which may be authorized and constructed by the Association in the future.

7. "Mortgage" shall include deed of trust and "Foreclosure" includes the statutory method of sale under deed of trust statutes of the State of Washington.

8. "Declarant" shall mean and refer to MELVIN L. EADES and DORIS EADES, husband and wife, their successors, heirs and assigns.

ARTICLE II
CONDITIONS, RESTRICTIONS, COVENANTS

Section 1. Purpose. West Fork Estates is being subjected to Restrictions and Covenants as hereinafter set forth in order to insure that West Fork Estates will be a highly desirable and aesthetically pleasing residential area, and to insure that all owners in West Fork Estates shall be protected against activities which tend to depreciate the value of lots in West Fork Estates and make said lots less desirable for family and residential purpose.

Section 2. Trees. There shall be no cutting of trees in West Fork Estates having a diameter of five inches or greater at the base. The exception from this is where a tree exists where a house, patio, pool, garage, barn, etc., is to be located and those trees ten feet from such building structure. Any dangerous, rotten, or leaning tree, or tree(s) the removal of which is necessary for gardening purposes, regardless of diameter, may be removed subject to prior written approval by the West Fork Estates Home Owners Association.

Section 3. No residential structure shall be erected which shall have a square foot area, not including a garage, whether attached or detached, of less than 600 square feet on the main floor of said residential structure.

Section 4. The construction of any building shall be fully completed not later than two years after the commencement of said construction.

Section 5. No lot shall be used or maintained as a dumping ground for rubbish, trash, garbage or other waste matter, and all such material shall be kept, prior to disposal thereof, in sanitary containers. All equipment employed for the storage or disposal of any such material shall be kept in a clean and sanitary condition.

Section 6. Set Backs. There shall be a minimum of thirty (30) feet between the front property line and any residence or building and a minimum of ten (10) feet sideyard between the residence or building and side lot line. The front property line shall be designated as the one facing Mathews Road.

Section 7. Wells. Any wells to be drilled for irrigation or domestic use on Lots 2 to 4 inclusive in West Fork Estates #1 and Lots 1 to 3 inclusive in West Fork Estates #2, shall be drilled on the southerly portion of the lot, south of lower Mathews Road. Any deviation from this restriction must be approved by the West Fork Estates Home Owners Association. Provided further, that any wells drilled must have prior approval of the Skamania County Sanitary Health Department.

Section 8. Trailers. Travel trailers shall be allowed in West Fork Estates on a temporary living basis, providing however that they must not be seen by neighbors or from Mathews Road. Screening may be by natural foliage or site obscuring construction.

Section 9. Subdivision. No lot or parcel in West Fork Estates may be subdivided without the expressed written consent of the Skamania County Planning Commission.

Section 10. No Hunting. No hunting, trapping or shooting of deer shall be permitted within the boundaries of the property herein described.

Section 11. Buffer Zone. In order to comply with the requests of the Department of Game of the State of Washington, no building of any kind, nor tree or foliage clearing shall be done within 20 feet inland of the high water mark of the North Fork of the Washougal River.

Section 12. No Septic Tank. No septic tank or drain field shall be located within 100 feet of any well and conversely, shall be located within 100 feet of any septic tank or drain field.

Section 13. Home Owner's Association. No person shall purchase or offer for sale to any purchaser any lot in West Fork Estates Subdivision I, II, III or IV without said purchaser first agreeing to become a member of West Fork Estates Homeowners Association and to execute the Road Maintenance Agreement attached hereto.

Section 14. An easement for Washougal River beach access for the benefit of Lots in West Fork Estates III and IV is hereby created over and across the Southeasterly ³²⁰feet, as measured parallel to the Southeasterly line thereof, of Lot 3 of West Fork Estates II. Said easement shall be used by foot traffic only.

Section 15. Utilities. All utilities within the development including gas, water, sewer, electricity, and telephone shall be underground, including those utility branch services to individual dwellings.

Section 16. Maintenance of Private Roads. All private roads within the development are owned by the Association for the common use and enjoyment of the members as defined in Article III. All maintenance, repair, and new construction of the Private Roads will be controlled and accomplished by the Association using funds obtained through assessments as outlined in Article III.

Section 17. Severability. In the event that any one or more of these covenants shall be declared invalid by a judgment or decree of any court having jurisdiction, such declaration shall not affect any of the remaining covenants hereof, and the same shall remain in full force and effect.

Section 18. Any deed, lease, conveyance or contract made in violation of these Restrictions and Covenants shall be void.

Section 19. Term. These Restrictions and Covenants shall remain in force until July 1, 1999 and may be renewed for an additional 20 years by 60% of the lot owners in West Fork Estates so voted by recorded instrument recorded in July of 1999 or any time prior thereto.

ARTICLE III WEST FORK ESTATES SHORT SUBDIVISIONS ASSOCIATION

Section 1. The Declarant will cause to be formed a non-profit corporation to be known as West Fork Estates Homeowner's Association, hereinafter called "the Corporation." Each owner of a lot or contract purchaser of a lot in West Fork Estates agrees to become a member of said Corporation. Each such member shall be entitled to one vote for each lot owned or held under contract of sale. The said Corporation shall assume the responsibility of maintaining all roads in West Fork Estates, and for the purpose of financing such activity the Corporation may assess each lot in West Fork Estates in the amount of \$60.00 annually, such assessment to be effective as of January 1 of each year. The annual assessment may be increased in any one year in no

amount not to exceed 10% of the assessment in effect for the year immediately preceeding. The annual assessment may be imposed by majority vote of the Board of Directors of the Corporation, and the same shall constitute a lien upon the assessed lots.

Section 2. Nothing herein contained shall give the Corporation authority to make assessment against any lots held in fee ownership or under contract of purchase by the Declarant.

ARTICLE IV EASEMENTS

All conveyances of land situated in the said Property, made by the Declarant, and by all persons claiming by, through, or under the Declarant, shall be subject to the foregoing restrictions, conditions, and covenants, whether or not the same be declared therein, and each and every such instrument of conveyance shall likewise be deemed to grant and reserve, whether or not the same be declared therein, mutual and reciprocal easements over, across, and under the Private Road, and excepting any portion of said property which may now or hereafter be occupied by a residence shall not thereafter be subject to any easement not theretofore applied to use, for the purpose of building, constructing, and maintaining thereon underground or concealed electric and telephone lines, gas, water, sewer, storm drainage lines, radio or television cables and other services now or hereafter commonly supplied by public utilities or municipal corporations, all of said easements shall be for the benefit of all present and future owners of property subjected to the jurisdiction of the Association by covenants and restrictions recorded and approved as hereinabove provided; said easements, however, shall not be unrestricted, but shall be subject to reasonable rules and regulations governing rights of use as adapted from time to time by the Directors of the Association in the interest of securing maximum safe usage of said property without unduly infringing upon the rights or privacy of the owner or occupant of any part of said property. Provided further, a mutual and reciprocal easement for any future needed easement for street rightofway, sidewalk, or utility service purposes is hereby granted and reserved over all Private Road(s) in said property, for the purpose of constructing, maintaining and repairing streets, sidewalks, and utility service for the benefit of the residents of said property, their tenants and guests, subject, however, to rules and regulations reasonably restricting the right of use thereof for the safety and welfare of the public as may be promulgated from time to time by the Association and/or public authority.

ARTICLE V GENERAL PROVISIONS

Section 1. Terms: All of the restrictions, covenants, and agreements herein contained shall apply to all lots and Private Road(s) in WEST FORK ESTATES I, II, III and IV and shall be binding upon all parties and those claiming under them.

Section 2. Enforcement: Should any covenant or restriction ther. in effect be violated, or should an attempt be made to violate any such covenant or restriction, any person owning a lot in WEST FORK ESTATES I, II, III or IV or member of the Association may prosecute any proceedings in law or in equity to restrain or abate such violation against the responsible person. Costs and expenses incurred by the Association in prosecuting violations shall be considered as having been incurred as agent for the owner of the property involved and to constitute a lien thereon as provided herein.

Section 3. Subordination: Any breach of the covenants and restrictions contained herein a reentry thereof, or judgment or lien resulting therefrom shall be subordinate to any mortgage or deed in trust heretofore or hereafter executed in good faith and for value encumbering a lot, but shall be binding upon and effective against a subsequent purchaser thereof.

A bona fide purchaser for value or mortgagee or holder of deed of trust, without actual or constructive notice of any existing breach of the conditions and restrictions contained herein shall not be bound thereby, provided, the Association may execute, acknowledge and record a Notice of Claim of Breach, setting forth the facts thereof with any monetary amount involved, description of the lot, against which the lien is claimed and name or names of the reputed owners thereof. Such notice, recorded in Skamania County, shall be public notice of such breach, but if no action for enforcement thereof has been commenced within sixty (60) calendar days such notice shall expire and the breach described presumed to have been remedied.

Section 4. Severability: Invalidation by judgment or decree of any one or more of these restrictive covenants herein defined or as hereafter duly amended shall in no way affect any of the remaining provisions which shall remain in full force and effect.

Section 5. Binding Effect: The provisions contained in the Declaration, as herein defined or as hereafter duly amended, shall bind and inure to the benefit of and be enforceable by, the Declarants, the owner or owners of any residential unit in WEST FORE ESTATES I, II, III and IV, their representatives, heirs, successors or assigns. Failure or delay to enforce any such covenant or restriction shall not be deemed a waiver of the right to do so.

Section 6. No Right of Reversion: Nothing herein contained in this Declaration, or in any form of deed which may be used by the Declarants, their successors and assigns, in selling said property, or any part thereof, shall be deemed to vest or reserve in Declarant or the Association any right of reversion or reentry for breach or violation of any one or more of the provisions hereof.

IN WITNESS WHEREOF, Declarants have executed this instrument this 9th day of April, 1981.

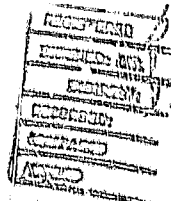
Melvin L. Hayes
MELVIN L. HAYES

Foris Hayes
FORIS HAYES

SUBSCRIBED AND SWORN TO BEFORE ME THIS 9TH DAY OF APRIL, 1981

Foris Hayes
NOTARY PUBLIC IN AND FOR THE STATE OF OREGON

RESIDING AT PORTLAND, OREGON
MY COMMISSION EXPIRES 7-28-82
COUNTY OF CLATSOP



I HEREBY CERTIFY THAT THE ABOVE
DECLARATION OF TRUST, FILED ON
April 9, 1981
AT Portland, Oregon
WAS RECORDED IN BOOK 78
ON April 9, 1981 AT Portland, Oregon
COUNTY OF CLATSOP, OREGON