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COTTON

99428

BOOK 79 PAGE 690

Sk-12331



# DECLARATION OF COVENANTS AND RESTRICTIONS

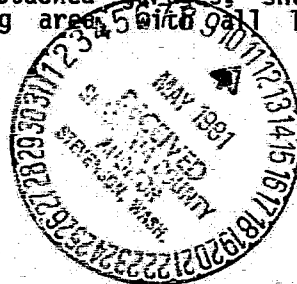
The undersigned hereby agree that the land described as the JAMES ROMAN SHORT PLAT, recorded in Book 2 of Short Plats, at Page 150, under Auditor's File No. 90245, records of Skamania County, Washington, shall be encumbered by the following reservations, conditions, agreements, covenants and restrictions which shall run with the land, shall be binding upon and enure 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 to the property within such platted areas as if set forth in full in such transfers and conveyances. Such reservations, conditions, agreements, covenants and restrictions shall be binding and effective for such a period of 30 years from the date hereof, at the end of which time they shall be automatically extended for successive periods for ten years, unless an instrument signed by a majority of the then owners of the lots within such platted area has been recorded, agreeing to change said covenants and restrictions in whole or part.

EXCEPT, however, in the event that it appears to the advantage of this platted subdivision that these restrictions would be modified then and in that event, any modification desired may be made by affirmative vote of the instant owners of 80% of lots within this subdivision and evidenced by suitable instrument filed for public record; or if such event occurs during the development period such modification or waiver of non-conformity may be evidenced by special permission granted in writing by the primary developers, or their successors as developers without such vote or other owners, provided, however, that such modification or waiver shall not affect the provisions of Paragraph No. 1 of the following:

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 and private garage for not less than 2 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 for the storage of a boat and/or a camping trailer kept for personal use, provided the location of such structures are in conformity with the applicable municipal regulations, and are compatible in design and decoration with the residence constructed on such lot.

2. DWELLING SIZE. The Dwelling Structure, exclusive of open or screened porches and attached garages, shall be not less than 1000 square feet or finished living area with all levels included in computation of footage.

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## DECLARATION OF COVENANTS AND RESTRICTIONS

3. 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.

4. COMPLETION. Construction of any dwelling shall be completed, including exterior decoration, within one year from date of the start of such construction. All lots shall, 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. Basic lawn and landscaping shall be completed within one year of completion of construction.

5. FENCES. No fence on any lot boundary line shall exceed 6 feet in height above the grade on which it is situated and providing that any line fence or planting between the minimum building set-back line and the front line shall not exceed 3-½ feet above grade.

6. EASEMENTS. Easements for the installation of utilities and drainage facilities 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.

7. NUISANCE AND MAINTENANCE. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood. Yards, grounds, and buildings shall be kept and maintained in a neat and sightly fashion at all times. No parking or dismantling or inoperable vehicles shall be permitted on any lot. No trailers shall be parked in the public street areas, nor shall any trucks, campers, trailers, boats, or inoperable vehicles be parked or permitted to remain in said public street areas.

8. TEMPORARY STRUCTURES. No structure of a temporary character, trailer or Mobile home, basement, tent, shack, garage, barn or other outbuilding shall be used on any lot at any time as a residence either temporarily or permanently.

9. SIGNS. No sign of any kind shall be erected, maintained or displayed to the public view on any lot, except one professional sign not larger than one square foot, one sign not larger than 18 x 24 inches, advertising the property for sale or rent, or 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 there.

10. GARBAGE AND REFUSE DISPOSAL. No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers, pending collection and removal. All incinerators or other equipment for the temporary storage or disposal of such material shall be kept in a clean and sanitary condition.



# DECLARATION OF COVENANTS AND RESTRICTIONS

11. EXISTING STRUCTURES. No existing structure, residential or otherwise, shall be moved onto any lot in said subdivision, nor shall any dwelling therein be occupied prior to its completion.

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

13. UTILITIES. Any dwelling constructed on any lot within said plat shall take electric service only through underground service wires, or cable rated not less than 200 amps, and equipped with a service entrance panel of not less than 200 amp capacity and an approved type meter socket connected to a rigid metallic conduit of not less than two inch diameter extending from the meter to not less than eighteen inches below the finished ground surface, all except underground service wires to be installed and maintained at the expense of the builder or owner of said dwelling in conformity with applicable codes and regulations; further, any dwelling so constructed shall constitute a "total electric dwelling" design, constructed and equipped for the use of electric power for all energy required for lighting, cooking, appliances, hot water, heating, air-conditioning and space heating to the exclusion of fossil or other type of fuels, except in wood burning fireplaces. Provision is herein imposed, however, that in the event of variance from "total electric" use, the owner of the subject lot at the date of commencement of construction shall pay the sum of \$100.00 in cash to the developers or their successors in interest, as reimbursement to them for an incurred obligation to Public Utility District No. 1 of Clark County.

14. LIVESTOCK AND POULTRY. Animals, livestock or poultry may be kept, provided that they are not permitted to cause damage, constitute a nuisance or run at large in the neighborhood.

15. ENFORCEMENT. The failure, on the part of any of said parties affected by these restrictions, at any time to enforce any of the provisions hereof shall in no event be deemed a waiver thereof, or of any existing violation thereof; nor shall the invalidation of any of said reservations, conditions, agreements, covenants and restrictions by judgment or court order affect any of the provisions hereof, which shall remain in full force and effect. Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant.

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## DECLARATION OF COVENANTS AND RESTRICTIONS

Should any suit or action be instituted by any of said parties to enforce any of said reservations, conditions, agreements, covenants and restrictions, or to restrain 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 reduced to decree or not, the party instituting such suit or action shall be entitled to recover from the defendants therein such sum as the court may adjudge reasonable attorney fees in such suit or action, in addition to statutory costs and disbursements.

All dwelling plans are subject to approval of Developers. Exterior decoration shall be in keeping with architectural style. Roofing material to be wood shake, wood shingle, tile or architectural grade composition shingles.

R-J Land Development, Inc., a Washington corporation

  
Douglas M. Ray Secretary

  
Irwin Jessen President

  
Marion Z. Lamb

  
Dorothy A. Lamb

STATE OF WASHINGTON,

County of Clark

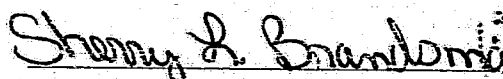
ss.



On this 8th day of May A. D., 19 81  
before me personally appeared Irwin Jessen & Douglas M. Ray

, to me known to be the President & Secretary respectively of the corporation that executed the within and foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation for the uses and purposes therein mentioned, and on oath stated that he w authorized to execute said instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

  
Sherry R. Brandonia

Notary Public in and for the State of Washington, residing at Vancouver

92428

BOOK 179 PAGE 694

STATE OF WASHINGTON )  
COUNTY OF SKAMANIA ) ss.

I HEREBY CERTIFY THAT THE WITHIN

INSTRUMENT OF WRITING FILED BY

Sh. Co. Title Co.OF Skamania, Wash.AT 3:40 P. M. 5/11 1981WAS RECORDED IN BOOK 179OF Book AT PAGE 690

RECORDS OF SKAMANIA COUNTY, WASH.

Neil Messersmith

COUNTY AUDITOR

T. Halverson DEPUTY

Registered	<input checked="" type="checkbox"/>
Indexed, Dis	<input checked="" type="checkbox"/>
Indirect	<input checked="" type="checkbox"/>
Recorded	<input checked="" type="checkbox"/>
Mailed	<input checked="" type="checkbox"/>

STATE OF WASHINGTON, }  
County of Clark } ss.On this day personally appeared before me Marion Z. Lamb & Dorothy A. Lamb

to me known to be the individual<sup>s</sup> described in and who executed the within and foregoing instrument and  
acknowledged to me that they signed the same as their free and voluntary act and deed for  
the purposes therein mentioned.

Given under my hand and official seal this 8th day of May 1981Sherry L. BrandemaNotary Public in and for the State of Washington, residing at Vancouver

TL-34 R1 8/74

SAFECO Title Insurance Company — ACKNOWLEDGMENT — ORDINARY