

**DECLARATION OF RESTRICTIVE COVENANTS  
APPLICABLE TO LOT 1 OF THE KIELPINSKI SHORT PLAT  
AND CERTAIN PROPERTY ADJACENT THERETO**

JAN C. KIELPINSKI and PENELOPE A. KIELPINSKI, husband and wife, PHILIP R. SIECHEN and TONI K. SIECHEN, husband and wife, and MINNIE R. KIELPINSKI, a single woman, hereinafter collectively referred to as "Owners", fee owners of that certain real property now duly platted as Lot 1 of the Kielpinski Short Plat, as such plat is now recorded in Book 3 at Page 139 of the records of the Auditor of the County of Skamania, State of Washington and fee owners of that certain property adjacent thereto described as:

Beginning at the Southeast corner of the Northeast quarter, Section 36, Township 3 North, Range 7.5 East, Willamette Meridian, Skamania County, Washington;

Thence North  $0^{\circ}06'03''$  East, along the East line of said Northeast quarter, a distance of 170.54 feet;

Thence North  $89^{\circ}53'57''$  West a distance of 1323.23 feet;

Thence North  $11^{\circ}33'30''$  East a distance of 39.57 feet;

Thence North  $72^{\circ}14'18''$  East a distance of 76.06 feet;

Thence North  $28^{\circ}59'28''$  West a distance of 49.41 feet;

Thence South  $60^{\circ}48'58''$  West a distance of 59.44 feet;

Thence South  $46^{\circ}11'56''$  West a distance of 21.77 feet;

Thence South  $75^{\circ}30'47''$  West a distance of 51.78 feet;

Thence South  $88^{\circ}47'35''$  West a distance of 83.97 feet;

Thence South  $73^{\circ}23'24''$  West a distance of 27.06 feet;

Thence South  $63^{\circ}14'14''$  West a distance of 49.92 feet to the True Point of Beginning;

Thence North  $63^{\circ}14'14''$  East a distance of 49.92 feet;

Thence North  $73^{\circ}23'24''$  East a distance of 27.06 feet;

Thence North  $88^{\circ}47'35''$  East a distance of 83.97 feet;

Thence North  $75^{\circ}30'47''$  East a distance of 20.00 feet;

Thence North  $30^{\circ}00'00''$  West a distance of 250.00 feet;

Thence South  $60^{\circ}00'00''$  West to the centerline of Nelson Creek Road;

Thence Southerly along the centerline of Nelson Creek Road to a point which bears South  $63^{\circ}14'14''$  West from the True Point of Beginning;

Indexed	<input checked="" type="checkbox"/>
Indirect	<input checked="" type="checkbox"/>
Filmed	<input type="checkbox"/>
Mailed	<input type="checkbox"/>

Thence North 63°14'14" East to the True Point of Beginning;

**EXCEPT** Lot 1 of the KIELPINSKI SHORT PLAT recorded in Book 3 at Page 139, records of Skamania County, Washington.

(all of which property is hereinafter sometimes referred to as "the property") hereby make the following declarations as to limitations, restrictions and uses to which the property may be put, and hereby specify that such declarations shall constitute covenants to run with the land and shall be binding on all parties and all persons claiming under them and shall be for the benefit of and shall constitute limitations on all present and future owners of the property, and all successive future owners shall have the same right to invoke and enforce the provisions hereof as the original signers.

Any deed, lease, conveyance, or contract made in violation of this agreement shall be void and may be set aside on petition of one or more of the parties hereto, and all successors in interest, heirs, executors, administrators, or assigns, shall be deemed parties to the same effect as the original signers; and when such conveyance or other instrument is set aside by decree of a court of competent jurisdiction, all costs and all expenses of such proceedings shall be taxed against the offending party or parties, and shall be declared by the court to constitute a lien against the real estate so wrongfully deeded, sold, leased, or conveyed, until paid, and such lien may be enforced in such manner as the court may order.

All persons who may now own, or who may hereafter own, any part of the property are specifically given the right to enforce these restrictions through any proceedings, at law or in equity, against any person or persons violating or threatening to violate such restrictions, and to recover any damages suffered by them from any violation thereof.

Should any mortgage or deed of trust be foreclosed on the property to which this instrument refers, then the title acquired by such foreclosure, and the person or persons who thereupon and thereafter become the owner or owners of such property, shall be subject to and bound by all the restrictions enumerated herein.

The purpose of these restrictions is to ensure the use of the property for attractive residential purposes only, to prevent nuisances, to prevent the impairment of the attractiveness of the property, and to maintain the desired tone of the community, and thereby to secure to each site owner the full benefit and enjoyment of his home, with no greater restriction on the free and undisturbed use of his site than is necessary to ensure the same advantages to the other site owners.

Use and development of the property will be in conformance with applicable federal, state and local laws, regulations and ordinances.

No mining, manufacturing, industrial or commercial activity other than personal shop work shall be conducted or maintained on, or in connection with, the property, nor shall such property in any way be used for other than strictly residential purposes. This restriction shall not be construed, however, as preventing the practice of a profession licensed under the laws of the State of Washington nor the carrying on of agricultural practices or activities in connection therewith.

No sale of the property or any part thereof shall be consummated without giving at least sixty (60) days written notice to all owners of the property, of the terms of such contemplated sale; and any of them shall have the right to buy the portion of the property being conveyed on such terms.

Each owner shall, at his sole cost and expense, maintain his portion of the property, including all structures and yard areas located thereon, keeping the same neat, clean and in at least a condition comparable to the condition thereof as of the date of this instrument, excepting only normal wear and tear.

If all or any portion of a residence or other building located on the property is damaged or destroyed by fire or other casualty, it shall be the duty of the owner thereof, with all due diligence, to rebuild, repair or reconstruct such structure in a manner which will substantially restore it to its appearance and condition immediately prior to the casualty. Reconstruction shall be undertaken within six (6) months after the damage occurs, and shall be completed within twelve (12) months after the damage occurs, unless prevented by causes beyond the control of the owner; provided, however, that the owner may elect not to rebuild, repair or reconstruct such structure, in which case the surface of the property upon which the damage occurs shall be returned to its natural condition and all debris removed therefrom within twelve (12) months after the damage occurs.

No tents, travel trailers or camping facilities of any kind shall be placed on the property. This does not preclude the intermittent and temporary personal family use of tents, travel trailers or recreational vehicles for periods of not more than three (3) consecutive weeks.

No trash, debris, garbage, unused motor vehicles, motor vehicle parts or other unsightly or offensive material shall be placed or maintained upon the property. All rubbish, trash and garbage shall be regularly removed from the property, and shall not be allowed to accumulate thereon.

No signs, billboards, outdoor advertising structures or advertising of any kind or nature shall be located on the property except for:

a. Small wooden signs not over 12 inches by 30 inches designating the owners' names for identification and directional purposes.

b. No more than three signs not over 12 inches by 30 inches advertising activities not in conflict with the provisions of this agreement.





STATE OF WASHINGTON )  
 ) ss  
County of Skamania )

On this day personally appeared before me **PHILIP R. SIECHEN** and **TONI K. SIECHEN**, 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 March, 1989.



*Philip R. Siechen*  
Notary Public in and for  
the State of Washington,  
residing at Carson, Wa.

Commission expires 8-15-89

STATE OF WASHINGTON )  
 ) ss  
County of Skamania )

On this day personally appeared before me **MINNIE R. KIELPINSKI**, a single woman, to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that she signed the same as her free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 13th day of March, 1989.



*Philip R. Siechen*  
Notary Public in and for  
the State of Washington,  
residing at Carson, Wa.

Commission expires 8-15-89

FILED FOR RECORD  
SKAMANIA CO. WASH.  
BY *Janet K. [Signature]*  
MAR 14 9 49 AM '89  
GARY M. OLSON