

108580

BOOK 117 PAGE 491

DECLARATION OF COVENANTS AND RESTRICTIONS

AFFECTING ROBERSON SHORT PLAT 3/117

FILED FOR RECORD  
SKAMANIA CO. WASH  
BY MT. ADAMS TITLE

JAN 18 11 25 AM '90

P. Lowry  
AUDITOR  
GARY M. OLSON

W I T N E S S E T H

WHEREAS, These Declarations and Reservations hereinafter set out are to run with the land and shall be binding upon all parties and all persons owning or purchasing lots in Roberson short plat 3/117 and claiming under them until January 1, 2019 and

WHEREAS, these Declarations of covenants and Restrictions apply to Roberson short plat 3/117, of Skamania County, Washington, records of Skamania County Auditor, State of Washington, and

WHEREAS, the following limitations, covenants, restrictions, reservations, conditions and agreements shall run with the land and shall be binding upon and insure to the benefit of all parties hereto, their successors and assigns, and all persons claiming under them and shall be part of all transfers and conveyances of the property within such platted areas as if set forth in full in such transfers and conveyances. Such limitations, restrictions, conditions, reservations and agreements shall be binding and effective for a period of thirty (30) years, at the end of which time they shall be automatically extended for successive periods of ten (10) years, unless an instrument signed by a majority of the then owners of the lots within such areas has been rendered, agreeing to change said covenants and restrictions in whole or in part; except however, if prior to such thirty (30) year date, it appears to the advantage of then owners that these restrictions should be modified, then and in that event, any modification desired may be made by affirmative votes of 80% of the then owners of lots within the plat and evidenced by suitable instrument filed for public record; and

Registered  
Indexed, Cir  
Indirect  
Filmed 1-19-90  
Mailed

WHEREAS, invalidation of any of the covenants by judgment or court order shall in no way affect any of other provisions, which shall remain in full force and effect;

1. PROPERTY SUBJECT TO THESE COVENANTS:

The real property which is subject to said covenants is situated in Skamania County, State of Washington, and is described as follows, to-wit: Roberson Short Plat 3/117 in

The W $\frac{1}{2}$ , NE $\frac{1}{4}$ , NW $\frac{1}{4}$ , Section 21, T3N, R10E. W.M.

2. GENERAL PURPOSES OF THIS DECLARATION

Said project and every tract, part or parcel thereof or therein is subject to said covenants to insure its proper use and appropriate and uniform development and improvements thereof; to protect each owner of any tract, lot, part or parcel in or of said real property against improper use of any other such lot, part or parcel as may depreciate the value of said property; to guard against the erection on said real property of buildings or structures built of improper or unsuitable materials; to insure the erections of attractive improvements on said real property and on appropriate locations; to secure and maintain proper setbacks from streets and adequate free spaces between structures; and in general to provide for a high type and quality of development and improvement in and on said project.

3. COLUMBIA GORGE SCENIC AREA

Roberson Short Plat 3/117 is located in The General Management Area with regard to the Legislation protecting the Columbia River Gorge. As such, the property is affected by a ruling by the Columbia Gorge Commission on September 28, 1989. The following items now in force and effect on the Roberson Short Plat 3/117:

Lots 1 and 2 of the Roberson Short Plat 3/117 shall be considered and treated as one parcel. Lots 3 and 4 of the Roberson Short Plat 3/117 shall be considered and treated as one parcel. As such, Lots 1 and 2 shall contain, one and only one home unless at some time in the future the Columbia Gorge Commission rules differently. The same shall apply to Lots 3 and 4, as one parcel, if the Columbia Gorge Commission should rule in favor of a future Land Use Application. Construction of a single family dwelling placed on Lots 1 and 2 (as a single building site) shall be subject to the following items which were listed in the land use decision rendered by the executive director of the Columbia Gorge Commission Case #C88-0104,5,6-S-G-11 on September 28, 1989.

1. The single-family dwelling shall not exceed two levels in height, including a daylight basement and a single-story above the existing grade. The terms level, story, and grade shall be used as defined by the "Uniform Building Code."
2. The exterior color of the structures, including the roof and trim, shall be a dark earth-tone color that blends with and does not noticeably contrast with the surrounding environment. The exterior materials of the structures, including the roof and trim, shall be composed of nonreflective materials and have a flat (matte) finish. color samples shall be submitted by the applicant and approved by the Executive Director.
3. Building plans shall be submitted by the applicant and approved by the Executive Director of the Columbia River Gorge Commission before construction commences. These plans shall show exterior elevations of the proposed structures. In addition, a site plan shall be submitted which shows the exact locations of the single-family dwelling and detached garage. Additional conditions may be imposed on the detached garage in relation to siting and/or height.
4. A landscape plan shall be submitted by the applicant and approved by the Executive Director of the Columbia River Gorge Commission before construction commences.

The landscape plan shall employ trees and shrubs that are compatible with the natural character of the area. It shall screen, or at a minimum soften, the view of the dwelling in the natural



landscape as viewed from the identified key viewing areas. Once planted, all vegetation on the landscape plan shall be maintained in a healthy state. In addition, all exposed soils shall be revegetated.

5. Any exterior lighting shall be sited, limited in intensity, shielded and hooded so as to not be highly visible from key viewing areas and project onto adjacent properties.
6. If a cultural resource is discovered during construction activities, all work shall cease and the applicant shall immediately notify the Columbia River Gorge Commission and the Washington Office of Archaeology and Historic Preservation.
7. Any new residential development, related accessory structures such as garages, workshops and satellite dishes and additions or alterations not included in this approved site plan, will require a new application and review.

As per section 350-20-014 of the Columbia River Gorge Commission's Review and Approval of Major Development Actions and New Residential Development Rule, no development shall be undertaken or initiated within twenty (20) working days of the date of this decision, the time period within which this decision may be appealed.

As per section 350-20-010(6) the decision of the Executive Director of the Columbia River Gorge Commission approving a proposed development action shall become void in one year if the development action is not undertaken with that year, or when the development action is discontinued for any reason for one continuous year or more.

This land use approval does not exempt the development from any other requirements, standards or permits required by local government or other jurisdictions.

4. DEBRIS:

Unlicensed automobiles, debris, or other accumulated junk shall not be permitted to be stored on subject property.

5. NUISANCES:

Gardening shall be permitted but there shall be no commercial raising of hogs, poultry, horses, cows, or fur-bearing animals, nor shall there be any kennels operated on a commercial basis.

6. 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 and other equipment for the temporary storage or disposal of such material shall be kept in a clean and sanitary condition.

7. LIVESTOCK AND POULTRY:

No commercial animals, livestock, or poultry of any kind for a commercial nature shall be raised, bred or kept on any lot, except that not more than two (2) dogs, two (2) cats, or other usual small household pets may be kept, provided that they are not kept, bred, or maintained for any commercial purpose, and provided that they are not permitted to cause damage, or constitute a nuisance in the neighborhood.

8. MOBILE HOMES:

No Mobile Home or Trailers shall be allowed to be placed on property.

9. VIOLATION OF RESTRICTIONS AND ENFORCEMENT:

a. Alter: Upon any violation or breach of any said covenants, Owners may enter any lot, part or parcel in or on said real property upon or as to which such violation exists and may later, correct, modify, remedy or summarily abate and remove, at the expense of the owner of such lot, part or parcel, any thing or condition that may be or exist thereon contrary to the provisions hereof. Owners shall not thereby be deemed to have trespassed upon such lot, part or parcel and shall be subject to no liability to the owner or occupant of such parcel for any such entry or other action taken pursuant to this subparagraph.

b. Remedy: Violations of any of said covenants may be enjoined, abated, restrained or otherwise remedied by any lawful means or proceedings. Proceedings to restrain violation of said covenants may be brought at any time that violation appears reasonably likely to occur in the future. In the event of proceedings brought by Owner to enforce to restrain violation of any such person hereunder and Owners prevail in such proceedings, it may recover a reasonable attorney's fee to be fixed by the court, in addition to court costs and any other relief awarded by the court in such proceedings.

c. Binding: Such covenant shall be binding and insure to the benefit of and be enforceable by Owner and the owner or owners of any lot, part or parcel in or of said property, and the respective heirs, successors and assigns of each. The failure to Owners or any such owner or of any other person entitled to enforce any of said covenants to enforce the same shall in no event be deemed a waiver of the right of such person or of any other person entitled to enforce these restrictions to enforce the same thereafter.


d. Non-Waiver: Waiver or attempted waiver of any of said covenants with respect to any lot, part or parcel in or of said real property shall not be deemed a waiver thereof as to any other lot, nor shall the violation of any of said covenants upon any lot, part or parcel or lots, parts or parcels affect the applicability or enforceability of said covenants with respect to any other lot, part or parcel.

10. COVENANTS TO RUN WITH THE LAND - PURCHASER'S CONTRACT:

Each of said covenants shall run with the said real property and each tract, lot, part or parcel thereof and bind Developers, his successors, grantees, and assigns, and all parties claiming by, through or under him. Each purchaser of any lot, part or parcel of or in said real property shall, by acceptance or a deed or other conveyance for any such tract, lot, part or parcel thereby, be conclusively deemed to have consented

to and agreed to all of said covenants for himself and his heirs, executors, administrators and assigns, and does by said acceptance covenant for himself and his heirs, executors, administrators and assigns, to observe, perform and be bound by said covenants and to incorporate said covenants by reference in any deed or other conveyance of all or any tract, lot, part or parcel thereof or therein.

IN WITNESS WHEREOF, The parties have hereunto set their hands and seal.

  
Landowner


Landowner

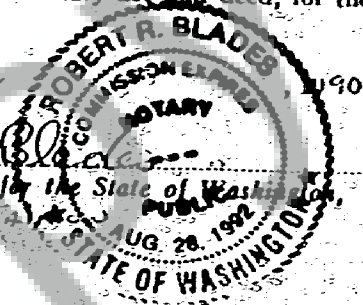
STATE OF WASHINGTON, }  
County of KLIKITAT } ss.

On this day personally appeared before me JAMES B. ROBERTSON

to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that he signed the same as his free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 17TH day of January

  
Notary Public in and for the State of Washington,  
residing at White Salmon, WA



ACKNOWLEDGMENT - INDIVIDUAL  
FIRST AMERICAN TITLE COMPANY  
WA - 46