

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

MAY 11 3 17 PM '90

P. Lowry
GARY A. OLSON

**DECLARATION OF RESTRICTIVE COVENANTS
APPLICABLE TO THE
AUGUST J. JERMANN SHORT PLAT**

AUGUST J. JERMANN, a single man, hereinafter referred to as "Owner", fee owner of that certain real property now duly platted as the AUGUST J. JERMANN SHORT PLAT as such plat is now recorded in Book 2 at Page 224-A, Auditor File No. 93164 of the records of the Auditor of the County of Skamania, State of Washington (all of which property is hereinafter sometimes referred to as "the property") hereby makes the following declarations as to limitations, restrictions and uses to which the property may be put, and hereby specifies 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 may be conducted on the property, except manufacturing, industrial or commercial activity carried on within the personal shop or home of an owner of the property, such activity being primarily of a

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hobby nature or in the nature of providing professional services, even though it may have the effect of producing revenue or encouraging trade. Separate guest or rental facilities in conjunction with an outbuilding (such as a shop, garage or barn) and bed and breakfast operations are permitted.

No trash, debris, garbage, unused motor vehicles, motor vehicle parts 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 which are larger than 36 inches by 48 inches. Not more than two (2) such signs shall be located on any lot.

No pigs or cattle of any kind shall be raised, bred or kept on the property, nor shall any other animal or fowl be kept, bred or maintained for any commercial purpose on the property. Any animal or fowl raised, bred or kept on the property shall be maintained in such a manner as to prevent unpleasant smells or appearances.

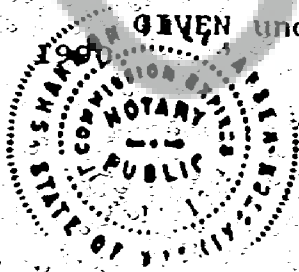
It is expressly agreed that if any covenant, condition or restriction hereinabove contained, or any portion thereof, is invalid or void, such invalidity or voidness shall in no way affect any other covenant, condition, or restriction.

Dated this 2nd day of May, 1990.

August J. Jermann
AUGUST J. JERMANN

STATE OF WASHINGTON)
) ss
County of Skamania)

On this day personally appeared before me AUGUST J. JERMANN, 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 2nd day of May,

Sharon Bellhouse
Notary Public in and for the
State of Washington, residing
at Carson

Commission expires: 6-13-93