

**DECLARATION OF CONDITIONS, RESERVATIONS, AND RESTRICTIONS  
FOR  
WASHOUGAL VIEW ACRES**

Pursuant to the Laws of the State of Washington and pertaining to and affecting WASHOUGAL VIEW ACRES and their assigns or successors in interest, and to which these declared Conditions, Reservations, and Restrictions shall be made applicable by declaration of the owner or owners or dedicators of any such plat.

**TO THE PUBLIC:**

KNOW ALL MEN BY THESE PRESENTS, that a Joint Venture by the name of WASHOUGAL VIEW ACRES (hereinafter referred to as "Declarants"), hereby declares as follows:

**WITNESSETH:**

WHEREAS, Declarants hereby certifies and declares it has established and does hereby establish the following general plan, including, but not limited to, the Conditions, Reservations, and Restrictions herein defined, for the improvement, protection, and benefit of property in WASHOUGAL VIEW ACRES, and its assigns or successors in interest, and to which these declared Conditions, Reservations, and Restrictions shall be made applicable by declaration of the owner or owners or dedicator of any such plat, which plats, individually and collectively, are referred to herein as "WASHOUGAL VIEW ACRES", and legally described in Exhibit "A" attached hereto and by reference incorporated herein fully; and

WHEREAS, Declarants does hereby establish the following Conditions, Reservations, and Restrictions subject to which each and all residential lots and parcels, single family dwellings, and residential units and lots of every kind and nature and to any other buildings of any nature or purpose in WASHOUGAL VIEW ACRES, all of which are herein referred to as "Lots or Units or Parcels" shall be held, used, occupied, leased, sold, assigned or conveyed; and

WHEREAS, said Conditions, Reservations, and Restrictions, each and all of which shall run with the land and touch and concern the land and shall inure to the benefit of, be imposed upon, and pass to the successors in interest of each and all said lots and parcels as a servitude in favor of and enforceable by the owner or owners of any other of such lots.

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NOW THEREFORE, IT IS HEREBY DECLARED AS FOLLOWS:

**SECTION 1. CONDITIONS, RESTRICTIONS, COVENANTS.**

**1.1 LAND USE.** The general plan for location of lots, parcels, and easements shall be as specified in WASHOUGAL VIEW ACRES survey. Only single family dwellings with garages and outbuildings, subject to Skamania County approval, and amenities related to any thereof, shall be constructed or maintained in areas designated for residential purposes only; provided, exceptions or variances may be allowed if first approved in writing as provided in Section 1.10. Outbuildings shall be constructed of similar materials and workmanship as the dwellings. There is a prohibition on timber cutting of trees of five inches in diameter or more without first receiving the Declarants' written permission and until such time that the owner has fulfilled all financial obligations to Declarants. No mobile home and/or modular shall be used as a permanent or temporary residence on the described property. Owner's personal recreational vehicles and boats may be stored but not lived in or hooked up to any sewage system.

No portion of the property within WASHOUGAL VIEW ACRES shall be used in whole or in part for the storage of any property or thing that will cause such property to appear unclean or untidy or that will be obnoxious to the eye. No inoperable motor vehicles shall be stored on the property, unless fully enclosed in the garage.

Utilities to service lots will be installed underground in the private right-of-way; that is, electrical service and telephone lines. Until such time as sewer is available, all sewage disposal shall be by means of septic tanks of a type construction and outlets in accordance with the regulations of the Southwest Washington Health District, all mound systems to be constructed to minimize the slope of sides in order to make mounds more aesthetically pleasing.

**1.2. FENCES, HEDGES, AND WALLS.** No planting or structure obstructing vision at roadway intersections or driveways, shall be permissible or maintained. Installation and maintenance of retaining walls that are approved in writing by the owners of WASHOUGAL VIEW ACRES due to topographic conditions of individual lots are the sole and absolute responsibility of the property owner and are to be aesthetically incorporated into the landscaping of the lot and are not the responsibility of the Declarants, its successors, or the WASHOUGAL VIEW ACRES owners.

**1.3. FARMING/ANIMALS.** Small farming may be permitted, but there shall be no commercial raising of dogs, pigs, cattle, poultry, or fur-bearing animals, nor shall there be any kennels operated on a commercial basis. Household pets may not be kept, bred, or maintained for a commercial purpose.

Dogs and cats and other animals and reptiles shall be controlled as provided by ordinance of Skamania County and shall not be permitted to run free or otherwise to be or become a nuisance or a source of annoyance to other residents. The Declarants or the owners of WASHOUGAL VIEW ACRES may at any time require the removal of any animal which it finds is disturbing other owners unreasonably. The WASHOUGAL VIEW ACRES owners may exercise this authority for specific animals even though other animals are permitted to remain.

**1.4. SIGNS.** No sign shall be erected or displayed upon any unit, lot or building.

**1.5. USE OF PROPERTY.** No dwelling is to be used for the conduct of business or for any commercial purpose unless prior written approval is obtained from the WASHOUGAL VIEW ACRES owners and such use meets the requirements of any applicable provisions of the County of Skamania. No oil or gas well, mine or quarry, or equipment thereof and no appliance or structure for business purposes shall be located or operated on any of said property designated as residential premises. No line or wires for the transmission of current or for telephone use shall be constructed, placed, or permitted to be placed, upon any residential lot or building site outside the buildings thereon unless the same shall be underground or in a conduit attached to a building. Garbage and other waste shall be kept in sanitary containers away from public view and regularly disposed of; and nothing shall be done which may constitute a nuisance or aesthetic burden to the neighborhood or other occupants. It is the obligation of each and every resident or lot owner to strictly comply with the Skamania County Code pertaining to public disturbances, noise, or any other rule or regulation pertaining to the same.

**1.6. LANDSCAPE AND MAINTENANCE.** All yards and lands, and growth thereon, shall be maintained and cultivated to minimize fire hazard.

**1.7. SLOPE AND DRAINAGE EASEMENTS.** Each owner will not block, hinder, or interfere with the established drainage pattern over such owner's land from adjoining or adjacent land.

**1.8. RESIDENTIAL UNITS/SQUARE FOOTAGE MINIMUMS.** All houses shall have a minimum of 1,800 square feet of floor area. All new construction shall utilize new materials. The use of corrugated or galvanized metal siding is strictly prohibited.

**1.9. MOTORCYCLES/OFF-ROAD VEHICLES/FIREARMS/FIRES.** No motorcycles, off-road vehicles, or similar recreational vehicles shall be driven within WASHOUGAL VIEW ACRES. No fires or overnight camping shall be permitted on the common areas. No firearms shall be discharged within WASHOUGAL VIEW ACRES.

**1.10 GRANT OF WAIVERS OR CONSENTS.** Jurisdiction and authority to grant or extend exceptions, variances, waivers, and consents contemplated by the foregoing Sections 1.1 through 1.9, inclusive, shall be exclusively in the WASHOUGAL VIEW ACRES owners.

## **SECTION 2. GENERAL PROVISIONS.**

**2.1 TERMS.** All of the restrictions, covenants, and agreements herein contained shall apply to all lots in WASHOUGAL VIEW ACRES and shall be binding upon all parties claiming under Declarants until January 1, 2011, at which time they shall automatically extend for successive periods of ten (10) years; unless, effective January 1, 2011, or at the end of any such ten-year (10-year) extension upon written notice given to all owners of WASHOUGAL VIEW ACRES by two-thirds (2/3) vote of those present and voting, at a special meeting called for such purpose, shall resolve to terminate these restrictions; provided, that, with the concurrence of Declarants, or his/her successors as developer, during such period as either shall own any real property in WASHOUGAL VIEW ACRES the restrictions may be changed, supplanted, or rescinded in any or all particulars at any time by a vote of two-thirds (2/3) of the owners of WASHOUGAL VIEW ACRES at any regular or special meeting called for such purpose, whereupon such change shall be binding upon such owners of residential lots in WASHOUGAL VIEW ACRES and its successors in interest and the occupant of such residential lots.

**2.2 ENFORCEMENT.** Should any covenant or restriction then in effect be violated, or should an attempt be made to violate any such covenant or restriction, any person owning a lot in WASHOUGAL VIEW ACRES or Declarants, or his/her successor, may prosecute any proceedings in law or in equity to restrain or abate such violation against the responsible person. Costs, expenses and reasonable attorney fees incurred by the WASHOUGAL VIEW ACRES owners shall constitute a lien thereon.

**2.3 SUBORDINATION.** Any breach of the covenants and restrictions contained herein, a re-entry by reason thereof, or judgment or lien resulting therefrom shall be subordinate to any mortgage or Deed of Trust heretofore or hereafter executed in good faith and for value encumbering a unit or lot and shall be binding upon and effective against a subsequent purchaser thereof.

A bonafide purchaser for value or mortgagee or beneficiary under a Deed of Trust without actual or constructive notice of an existing breach of the Conditions and Restrictions contained herein shall not be bound thereby; provided, the WASHOUGAL VIEW ACRES owners may execute, acknowledge, and record a Notice of Claim of Breach, setting forth the facts thereof with any monetary

amount involved, description of the unit or lot against which the lien is claimed, and name or names of the reputed owners thereof. Such notice, recorded in Skamania County, Washington, shall be public notice of such breach, and constructive notice to any subsequent purchaser, but if no action for enforcement thereof has been commenced within 120 days after recording, such notice shall expire and the breach described presumed to have been remedied.

**2.4 SEVERABILITY.** Invalidity by judgement or decree by any court 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.

**2.5 BINDING EFFECT.** The provisions contained in this 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 lot in WASHOUGAL VIEW ACRES and his/her respective representatives, successors or assigns.

**2.6 NON-WAIVER.** Failure or delay to enforce any covenant or restriction shall not be deemed a waiver of the right to do so.

**2.7 COVENANT RUNNING WITH THE LAND.** It is intended that these Declarations and Restrictions shall be operative as a set of covenants running with the land and touching and concerning the land, or equitable servitudes, supplementing and interpreting these Declarations and Restrictions, and operating independently of the Declarations and Restrictions should the Declarations and Restrictions be, in any respect, inapplicable.

**2.8 PERSON, ETC.** When interpreting these Declarations and Restrictions, the term "person" may include natural persons, partnerships, corporations, associations, and personal representatives. The term "mortgage" may be read to include the feminine, or vice versa, where the context so admits or requires.

**2.9 CAPTION AND SCHEDULES.** Captions given to the various Sections herein are for convenience only and are not intended to modify or affect the meaning of any of the substantive provisions hereof.

Signed and sealed this 18<sup>th</sup> day of October, 1991.

WASHOUGAL VIEW ACRES

*Robert S. Mitchell*  
Declarant  
*Virginia S. Mitchell*  
Declarant

STATE OF WASHINGTON)

)ss.

County of Skamania )

On this 18<sup>th</sup> day of October, 1991, before me personally appeared Herbert S. Mitchell and Virginia I. Mitchell, husband and wife, to me known to be the individuals described in and who executed the foregoing instrument and acknowledged to me that they signed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned.

WITNESS my hand and official seal hereto affixed the day and year in this certificate above written.



Elva M. Gutter

NOTARY PUBLIC in and for the State  
of Washington, residing in Camas.  
My Commission expires: 3-26-95.

RECORDED  
By Planning Dept.  
Nov 14 11 33 AM '91  
*P. Lacey*