

When recorded mail to:
Carlton W. Moore
2229 E. Burnside #140
Duvall, Br. 97030

113527

BOOK 128 PAGE 686

FILED FOR RECORD
SEATTLE COUNTY
BY SKAMANIA CO. TITLE

MAY 14 5 52 PM '92

DECLARATION OF CONDITIONS, RESERVATIONS, AND RESTRICTIONS

LOTS 1, 2, 3 OF DALINCO/MOORE SHORT PLAT

Book 3 Page 207

GARY H. OLSON

Pursuant to the Laws of the State of Washington and pertaining to and affecting Dalinco/Moore Short Plat 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 Carleton W. Moore, Joy M. Moore and Dalinco Properties, (hereinafter referred to as "Declarant"), hereby declares as follows:

WITNESSETH:

WHEREAS, Declarant 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 Dalinco/Moore Short Plat, and its assigns and/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 "Dalinco/Moore Short Plat", and legally described in Exhibit "A" attached hereto and by reference incorporated herein fully; and

WHEREAS, Declarant 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 Dalinco/Moore Short Plat, 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 and servitude in favor of enforceable by the owner or owners of any other of such lots.

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 the Dalinco/Moore Short Plat recorded survey. Only single family dwellings with attached or unattached garages, barns

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and outbuildings, and related units, including guest residence 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. Barns and outbuildings shall be constructed of similar materials and workmanship as the dwellings.

No mobile home, manufactured home, and/or modular, shall be used as a permanent or temporary residence on any described property within Dalinco/Moore Short Plat. Owner's personal recreational vehicles and boats may be stored but not lived in or hooked up to any sewage system.

All structures shall be completed within one (1) year from the date of the start of construction of such structure.

No portion of the property within Dalinco/Moore Short Plat 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 garage or barn.

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.

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 unit owner to strictly comply with the Skamania County Code pertaining to public disturbances, noise, or any other rule or regulation pertaining to the same.

1.2 LANDSCAPE AND MAINTENANCE. All yards and pastures shall be maintained to minimize fire hazard.

1.3 RESIDENTIAL UNITS. All new construction shall utilize new materials.

SECTION 2. GENERAL PROVISIONS.

2.1 TERMS. All of the restrictions, covenants, and agreements herein contained shall apply to all lots in Dalinco/Moore Short Plat and shall be binding upon all parties claiming under Declarant until January 1, 2010, at which time they shall automatically extend for successive periods of ten (10) years; unless, effective January 1, 2010, or at the end of any such ten-year (10-year) extension upon written notice given to all owners within Dalinco/Moore Short Plat and approval by two-thirds (2/3) vote of those present and voting,

at a special meeting of all owners called for such purpose, shall resolve to terminate these restrictions; provided, that, with the concurrence of Declarant, or its successors as developer, during such period as either shall own any real property in Dalinco/Moore Plat, 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 Dalinco/Moore Short Plat at any meeting called for such purpose, whereupon such change shall be binding upon such owners of residential lots and parcels in Dalinco/Moore Short Plat and its successors in interest and the occupant of such residential lots and parcels.

2.1 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 or parcel in Dalinco/Moore Short Plat, 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 Dalinco/Moore Short Plat owners shall constitute a lien thereon.

2.2 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 herebefore or hereafter executed in good faith and for value encumbering a unit or parcel 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 Dalinco/Moore Short Plat owners may execute, acknowledge, and record a Notice of Claim of breach, setting forth the facts hereof with any monetary amount involved, description of the unit or parcel 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.

2.3 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 or parcel in Dalinco/Moore Short Plat and their respective representatives, or assigns.

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

2.5 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.

2.6 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 Deed of Trust. The singular may include the plural and the masculine may include the feminine, or vice versa, where the context so admits or requires.

IN WITNESS WHEREOF, Declarant has executed this instrument this 1st day of May, 1992.

Carleton W. Moore
Carleton W. Moore

Joy M. Moore
Joy M. Moore

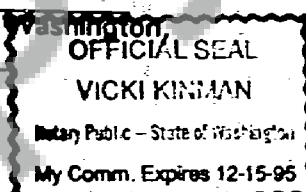
Kennedy H. Davis for Dalinco Properties
Kennedy H. Davis for Dalinco Properties

STATE OF WASHINGTON)
County of Clark) : ss

On this 1 day of May, 1992, before me personally appeared Carleton W. Moore and Joy M. Moore, personally known to me 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.

[Signature]
Notary Public in and for the State of Washington
residing at [Signature]



STATE OF Arizona)
County of Pima) : ss

On this 5th day of May, 1992, before me personally appeared Kennedy H. Davis, personally known to me to be the individual described in and who executed the foregoing instrument and acknowledged to me that he signed the same as his 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.

[Signature]
Notary Public in and for the State of Arizona
residing at 6602 E. Paseo San Andres
Tucson, AZ

My commission expires 1/7/93

When recorded mail to:
Carleton W. Moore
2229 E. Burnside #140
Dusham, Br. 97030

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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 Dalinco/Moore Short Plat owners may execute, acknowledge, and record a Notice of Claim of breach, setting forth the facts hereof with any monetary amount involved, description of the unit or parcel 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.

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IN WITNESS WHEREOF, Declarant has executed this instrument this 1st day of May, 1992.

Carleton W. Moore
Carleton W. Moore

Joy M. Moore
Joy M. Moore

Kennedy H. Davis for Dalinco Properties
Kennedy H. Davis for Dalinco Properties

STATE OF WASHINGTON)

County of Clark)

On this 1 day of May, 1992, before me personally appeared Carleton W. Moore and Joy M. Moore, personally known to me 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.

Vicki Kinman
Notary Public in and for the State of Washington
residing at Spokane

OFFICIAL SEAL
VICKI KINMAN

Notary Public - State of Washington
My Comm. Expires 12-15-95

STATE OF Arizona)

County of Pima)

On this 5th day of May, 1992, before me personally appeared Kennedy H. Davis, personally known to me to be the individual described in and who executed the foregoing instrument and acknowledged to me that he signed the same as his 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.

John A. Stewart
Notary Public in and for the State of Arizona
residing at 6602 E. Paseo San Andres
Tucson, AZ

My commission expires 1/7/93