

DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS

124943

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THIS DECLARATION made on this 28 day of MARCH, 1996, by LARRY BALDWIN and HELEN BALDWIN, husband and wife, PATRICIA KINCAID, a single person, and JAMES ROBSON, a single person, (hereinafter collectively referred to as "Declarant").

WHEREAS, Declarant is the owner or owners of certain real property in Skamania County, State of Washington, more particularly described in the legal description attached hereto as Exhibit "A" and incorporated herein by reference; and

WHEREAS, Declarant wishes to protect the value and desirability of the property described above;

NOW, THEREFORE, Declarant hereby declares that all of the property described above shall be held, sold and conveyed subject to the following restrictions, covenants and conditions, which shall run with the land, be binding upon and inure to the benefit of all parties, their heirs, successors and assigns, having any right, title or interest in the described properties or any part thereof.

ARTICLE I.
Definitions

1. "Owner" shall refer to the record holder of a fee interest, grantors under a Deed of Trust, and contract purchasers who are in possession of a lot or any portion thereof. Declarant shall be considered the Owner of all lots which it has not yet sold or which it reacquires.
2. "Property" shall mean and refer to that certain real property hereinbefore described.
3. "Lots" shall mean and refer to any parcel of land of the Property.

ARTICLE II.
Use Restrictions

1. Enjoyment of Property. The Owners shall use their respective properties to their own enjoyment in such a manner so as not to offend or detract from any other Owner's enjoyment of their own respective properties. The maintenance, upkeep and repair of lots shall be the sole responsibility of the individual owners. Owners shall maintain their lots and any and all appurtenances thereon in good order, condition and repair, and in a clean, sightly and sanitary condition at all times.

2. Derogation of Law. No owner shall carry on any activity of any nature whatsoever on his property which is in derogation or violation of the laws, statutes or ordinances of the State of Washington, Skamania County, municipality or any other applicable governmental agency.
3. Animals. There shall be no commercial farming and animal husbandry operations on any lots. Small hobby farming shall be permitted, as well as the raising of show animals, provided such activity creates no visual, auditory or aesthetic nuisance or annoyance to the neighborhood.
4. Commercial Activity. There shall be no commercial activity by the Owners, except for the construction and sale of single-family homes and related activity; provided however, that specified home businesses and home occupations may be conducted, if allowed by law, and if such business and occupation will not cause traffic congestion or other disruption or create a nuisance or annoyance to the neighborhood.
5. Nuisances. No noxious or offensive activity shall be carried on upon the Property or Lots nor shall anything be done thereon which may become a nuisance, as such is defined by the laws of the State of Washington or Skamania County.
6. Inoperable Vehicles. Inoperable cars or other unsightly vehicles shall not be stored on any Lot in view of the roads or other Lots.
7. Trash and Trash Containers. All garbage or trash containers must be stored within a permanent structure where they are not visible from outside the premises. No trash, garbage, discarded equipment, rubbish, ashes, yard rakings or other materials resulting from landscaping activity, or other refuse and debris, shall be thrown, dumped, or allowed to accumulate on any Lot, building site, street or driveway.
8. Structures. When construction on any Lot has begun, it must be pursued to completion with due diligence and shall be finished within twelve (12) months from the issuance of the building permit. No single-family residential building shall be erected, placed or permitted to remain on any Lot which is not less than 1440 finished square feet of livable enclosed floor area for a single story dwelling, and not less than 750 square feet of livable enclosed floor area per level for a two story dwelling, and not less than 1500 square feet of livable enclosed floor area for a split-level dwelling, exclusive of opened or screened porches, basements, terraces, patios or garages.
9. Mobile Homes. The use of modular or prefabricated homes, or manufactured homes, or similar structures, which are largely constructed off site as living units, are allowed to be placed on

the Lots, as used for single-family residential structures. However, only new or two (2) year old manufactured houses shall be placed on the Lots, and shall contain not less than 1280 square feet of livable enclosed floor area. The dwelling must be placed upon an FHA approved foundation.

10. Landscaping. All yards must be landscaped within four (4) months after completion or placement of the dwelling.

ARTICLE III.

Private Road Maintenance

This Road Maintenance is for the purpose of establishing a policy and procedure for maintenance of all private roads common to several parcels of property described in Exhibit "A", as attached hereto, and between the Owners of record, of the following described parcels of real property located in Skamania County, Washington:

Lot 1 and Lot 2, WAYNE CLEMONS SHORT PLAT; and
Lot 1 and Lot 2, PATRICIA KINCAID SHORT PLAT

The Owners agree to provide for the maintenance of all private roads common to the above-described real property, as follows:

The roads subject to this Agreement are described as: The South 660 feet of Panda Road and all of Robson Road.

1. Maintenance. The Owners are responsible for maintaining and repairing the private roads described in this Declaration in as satisfactory and usable condition as is practical. Said maintenance shall consist of, at minimum, the annual filling of all potholes and ruts that restrict travel on said roads, rocking or graveling and grading, to provide for trenching along the sides of said roads to provide for surface water runoff, and snow removal, as necessary. The Owners shall maintain the roadway in good condition and shall apportion the expense of maintaining and repairing the roadway between them equally. However, in the event one of the Owners damages the roadway, by their own actions or those of someone hired for their benefit, that Owner shall be responsible for the damages which he or she caused and the repairs necessary to return the roadway to its condition before such damage occurred.

2. Approval of Actions. Maintenance methods, standards and financing shall be in a manner determined by the majority of the Owners of the Lots. Provided, that any and all maintenance and repair actions are taken only after written notice has been given and a reasonable time for response has been made. The Owners are hereby authorized to form an association for the maintenance and repairs of the roadway and shall establish the standards, terms and conditions of the association as they so agree.

3. Collection and Lien Rights. All Owners may recover and collect the funds for maintenance and repairs, as the majority so agrees. Any Owner who fails to pay any agreed expenses of the roadway may be liable for any and all costs associated with the collection of the funds, including statutory interest and attorney fees, and may be subject to a lien of the Lot by the other Owners or Association of Lot Owners.

ARTICLE IV.
Administration and Enforcement

1. Compliance. By acceptance of a Deed to a Lot, execution of a Contract therefore, or any other means of acquisition of an ownership interest, the Owner, his heirs, successors and assigns, covenants and agrees to observe and comply with the terms and conditions of this Declaration, as they now exist and are hereafter amended.

2. Right to Enforce. Any Lot Owner or Association of Lot Owners shall have the right to enforce by proceeding at law or in equity all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration.

3. Disclaimer of Liability. The Lot Owners shall not be liable to any person for acts and omissions done in good faith in the interpretation, administration and enforcement of this Declaration.

4. Attorneys Fees and Costs. In the event suit or action is instituted to enforce any terms of this Declaration or to collect unpaid assessments, the prevailing party shall be entitled to recover from the other party such sum as reasonable attorney fees and costs, in addition to all other sums provided by law.

ARTICLE V.
Amendment

The covenants and restrictions of this Declaration shall run with and bind the land for a term of twenty (20) years from the date this Declaration is recorded, after which time said covenants shall be automatically extended until terminated by an instrument which has received the signatures of at least seventy-five percent (75%) of the Owners. This Declaration may be amended during the term of the Declaration by an instrument which has received the signatures of at least fifty-one percent (51%) of the Owners.

ARTICLE VI.
General Provisions

1. Severability. Invalidation of any one of these covenants, reservations or restrictions shall in no way affect or invalidate any other provision, and shall remain in full force and effect.

2. Waiver. Failure of any Lot Owner or Association of Lot Owners at any time to require performance of the provisions of this Declaration shall not limit such party's right to enforce the provision, nor shall any waiver of any breach of any provision constitute a waiver of any succeeding breach of that provision or a waiver of that provision itself.

IN WITNESS WHEREOF, Declarant has executed this Declaration on the date above first written.

FILED FOR RECORD
SKAMANIA CO. WASH
BY Planning Dept

APR 3 3 25 PM '96

Gary M. Olson
AUDITOR
GARY M. OLSON

DECLARANT:

By: Larry Baldwin
LARRY BALDWIN

By: Helen Baldwin
HELEN BALDWIN

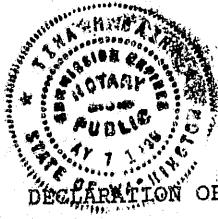
By: Patricia J. Kincaid
PATRICIA KINCAID

By: James Robson
JAMES ROBSON

STATE OF WASHINGTON)
County of Clark) :ss

On this day personally appeared before me, Larry Baldwin, Helen Baldwin, to me known to be the individual described in and who executed the same, and acknowledged 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 this 28th day of March, 1996.



Tina M. Bain
NOTARY PUBLIC for Washington
My Commission expires: May 7, 1999

STATE OF WASHINGTON)
) ss
 County of Clark)

On this day personally appeared before me, Patricia J. Kincaid, to me known to be the individual described in and who executed the same, and acknowledged that she signed the same as her free and voluntary act and deed for the uses and purposes therein mentioned.

WITNESS my hand and official seal hereto affixed this 28th day of March, 1996.



Lina M. Bair
 NOTARY PUBLIC for Washington
 My Commission expires: May 7, 1999

STATE OF WASHINGTON)
) ss
 County of Clark)

On this day personally appeared before me, James Robson, to me known to be the individual described in and who executed the same, and acknowledged 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 this 30th day of March, 1996.



Lina M. Bair
 NOTARY PUBLIC for Washington
 My Commission expires: May 7, 1999

Description:

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The Southeast Quarter of the Northwest Quarter of the Southeast Quarter of Section 30, Township 2 North, Range 5 East of the Willamette Meridian, in the County of Skamania, State of Washington.

EXCEPT that portion lying within a strip of land 60.00 feet in width, the centerline of which is described as the North-South centerline of the Southwest Quarter of the Northeast Quarter, and the Northeast Quarter of the Southeast Quarter of Section 30.

TOGETHER with an Easement for Ingress, Egress and Utilities over, under and across the above described 60 foot strip.

EXCEPT the South 1.00 foot of the above described 60.00 foot easement.

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The North half of the Southwest quarter of the Southeast quarter and the North Three-quarters of the Southeast quarter of the Southeast quarter EXCEPT the East 20 acres thereof deeded to Central Catholic High School by Deed recorded November 29, 1984 in Book 84 at page 148, all in Section 30, Township 2 North, Range 5 East of the Willamette Meridian, Skamania County, Washington.

Tax lot # 1800