

Russ Gayner
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FILED FOR RECORDING
SEALING & INDEXING
BY Planning Dept

SEP 27 10 13 AM '99

Plawny
FOR
GARY M. OLSON

Document Title(s) or transactions contained herein:

Protective Covenants

GRANTOR(S) (Last name, first name, middle initial)

Russ Gaynor

☐ Additional names on page _____ of document.

GRANTEE(S) (Last name, first name, middle initial)

Cottonwood Grove Short Plat

☐ Additional names on page _____ of document.

LEGAL DESCRIPTION (Abbreviated: i.e., Lot, Block, Plat or Section, Township, Range, Quarter/Quarter)

South 1/2 of the SW 1/4 Section 25, Township 3 North, Range 7 East Willamette Meridian.

☐ Complete legal on page _____ of document.

REFERENCE NUMBER(S) of Documents assigned or released:

Cottonwood Grove Short Plat, recorded in Volume 3, Page 356 of Short Plats

☐ Additional numbers on page _____ of document.

ASSESSOR'S PROPERTY TAX PARCEL/ACCOUNT NUMBER

03-07-25-30-0106

☐ Property Tax Parcel ID is not yet assigned

☐ Additional parcel numbers on page _____ of document.

The Auditor/Recorder will rely on the information provided on the form. The Staff will not read the document to verify the accuracy or completeness of the indexing information.

Recorded 12/14/03
Indexed 12/14/03
Filed 12/14/03
Mailed 12/14/03

Cottonwood Grove Short Plat Protective Covenants

WHEREAS, RUSSELL D. GAYNOR, owner of the Cottonwood Grove Short Plat, declares that the following limitations, restrictions and uses to which the COTTONWOOD GROVE SHORT PLAT, shall be subject shall constitute COVENANTS to run with the land and shall be binding on all parties and all persons claiming under them; and

WHEREAS, said COVENANTS shall be for the benefit of and shall constitute limitations on all present and future owners of the property herein described; and

WHEREAS, all successive future owners of said lots shall have the same rights to invoke and enforce the provisions hereof as original signers; and

WHEREAS, the purpose of these restrictions is to ensure the use of the property for attractive residential purposes, to prevent nuisances, to maintain the desired tone of the community, and to secure to each property owner the full benefit and enjoyment of their property with no greater restriction on the free and undisturbed use of the property than is necessary to ensure the same advantage to other property owners.

WITNESSETH:

1. LEGAL DESCRIPTION. The legal description to which these COVENANTS apply is as follows:

Lots 1, 2, 3, and 4 of the Cottonwood Grove Short Plat located in the South Half of Section 25, Township 3 North, Range 7 East of the Willamette Meridian, Skamania County, Washington.

2. STRUCTURE LIMITATIONS. No single-wide mobile home(s) may be placed on any lot. Double-side and larger manufactured homes are allowed provided that they must be affixed to the ground in standard "pit set". No manufactured home that is five (5) years or older at the time of placement may be placed on any lot.

3. PLACEMENT LIMITATIONS. All structures shall conform to Skamania County zoning regulations and building codes, and placement shall be approved and/or inspected by planning and building inspection officials.

4. UTILITIES. All utilities shall be underground, except that utilities may be placed overhead when crossing Kanaka Creek.

5. TRASH REMOVAL. No trash, debris, garbage, motor vehicles in disrepair, motor vehicle parts, or other unsightly or offensive material shall be placed or maintained upon any lot. All rubbish shall be regularly removed and shall accumulate no longer than required for normal garbage pick-up service.

6. ANIMALS AND PETS. Animals and/or pets belonging to any landowner shall be kept contained sufficiently to prevent nuisance to others, and shall create neither noise nor odor that would be offensive to others.

7. REMEDY FOR BREACH OF COVENANTS. If any landowner fails to observe or perform any term or condition of this Covenant, any or all of the other landowners may, after ten (10) days' written notice, institute suit for damages or specific performance unless the breaches designated in said notice are cured. The prevailing party in any suit instituted arising out of these COVENANTS shall be entitled to receive reasonable attorney's fees and cost incurred in such suit or proceedings.

8. LIMITS TO COVENANTS. The owner of the COTTONWOOD GROVE SHORT PLAT has made no premises or warranties, expressed or implied, other than as stated herein. Owner specifically disclaims the adequacy of these COVENANTS and restrictions, and herewithin advises each purchaser to review these COVENANTS to determine their adequacy and enforceability.

9. APPURTENANCE TO THE LAND. These COVENANTS shall be binding on all heirs, successors and assigns of any landowner, and shall be appurtenant to the parcels of land herein described.

10. SEVERABILITY. If any provision of these COVENANTS is, for any reason, found to be invalid, the remainder of the provisions shall not be affected.

DATED this 17TH day of JUNE, 1999.

Russell D. Gaynor
RUSSELL D. GAYNOR, Landowner

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