

RESTRICTIVE COVENANTS

J. WALTER GOSNELL and RUTH ANN GOSNELL, husband and wife, and DAVID G. TURNBULL and MARTHA A. TURNBULL, husband and wife, the owners of the following described real property located in Skamania County, State of Washington:

Lots 1 to 8 inclusive of GOSNELL VIEW TRACTS according to the official plat thereof on file and of record at page 129 of Book A of Plats, Records of Skamania County, Washington.

desiring to insure the use of the above described real property for attractive residential purposes only, to prevent nuisances, to prevent the impairment of the attractiveness of the property, to maintain the desired tone of the same as a residential district and thereby to secure to the future owners of each lot the full benefit and enjoyment of his residence with no greater restrictions upon the free and undisturbed use of his lot than is necessary to insure the same advantages to the other lot owners, do hereby impose upon the above described real property the following building restrictions and restrictive covenants:

1. No dwelling house having a floor plan of less than 1200 square feet in area, excluding any area used for basement or garage purposes, shall be constructed on any of the aforesaid lots; only one dwelling house shall be constructed on each of the lots aforesaid.
2. No horse, cow, hog, goat, sheep or other similar animal, and no barnyard fowl of any kind shall be kept or maintained on any of the aforesaid lots or any portion thereof.
3. No building shall be constructed on any of the aforesaid lots more than one story in height above the basement thereof; provided, however that daylight basements and dwelling houses incorporating a split level design may be constructed on the aforesaid lots in accordance with plans previously submitted and approved by the platators. Architectural design shall be restricted to conventional and rustic nature styles.
4. No trailer house or mobile home shall be used as a permanent dwelling upon the aforesaid lots.
5. None of the aforesaid lots shall be used for any business or commercial purposes.
6. Each dwelling house constructed on any of the aforesaid lots shall be fully completed on the exterior portion thereof within one year from the commencement of construction.
7. No fences shall be erected and no trees, shrubs or hedges shall be planted on any of the aforesaid lots which will, during the effective term of the building restrictions and restrictive covenants, materially obstruct the view from any other lot.

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8. Septic tanks will be constructed and installed on the aforesaid lots strictly in compliance with the Skamania County Ordinance and the rules and regulations of the State Department of Health.
9. All electric power distribution lines, telephone lines, television cables and pipelines for water, natural gas and other utilities, shall be constructed under ground and in accordance with plans submitted and approved by the platters.
10. Installation of electrical service shall be made strictly in accordance with plans approved by Public Utility District No. 1 of Skamania County, Washington.

All of the foregoing building restrictions and restrictive covenants shall cease and terminate and thereafter be of no force or effect and shall not be enforceable, either at law or in equity on December 31, 1997. The building restrictions and restrictive covenants set forth above as hereby imposed shall be regarded at law and in equity as covenants running with the land; shall be binding within the term thereof on all future owners of the abovesaid lots, their heirs, administrators, executors, and assigns, and shall be imposed upon each lot for the benefit of each and every owner of the remaining lots. Any person hereafter acquiring any right, title or interest in any of the aforesaid lots shall have the right to prevent any violation of the foregoing building restrictions and restrictive covenants by the commencement of suit either at law or in equity and shall have the further right to damages and injunctive relief. Failure by any owner to enforce any of the aforesaid building restrictions or restrictive covenants shall not be deemed a waiver of the right so to do thereafter as to the same breach or violation or as to any other breach or violation.

DATED this 11th day of July, 1972.



Walter Gosnell
WALTER GOSNELL
Ruth Ann Gosnell
RUTH ANN GOSNELL
David G. Turnbull
DAVID G. TURNBULL
Martha A. Turnbull
MARTHA A. TURNBULL

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STATE OF OREGON }
County of Linn } ss.

On this day personally appeared before me J. WALTER GOSNELL and RUTH ANN GOSNELL, husband and wife, and DAVID G. TURNBULL and MARTHA A. TURNBULL, husband and wife, to me known to be the individuals described in and who executed the within and foregoing instrument, and acknowledged that they signed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 11th day of July, 1972.

Linda A. Bickford
LINDA A. BICKFORD
NOTARY PUBLIC - OREGON
My Commission Expires 5-27-74

Linda A. Bickford
Notary Public in and for the State of Oregon,
residing at Sweet Home, Oregon
My Commission Expires: 5-27-74