

FOR THE MUTUAL PROTECTION AND BENEFIT OF
PROPERTY OWNERS

DECLARATION OF RESTRICTIONS

THIS DECLARATION MADE THIS 26th DAY OF DECEMBER, 1972, BY LOCAL AFFILIATED NEIGHBORHOOD DEVELOPERS, INC., HEREINAFTER REFERRED TO AS

L.A.N.D. INC.

WHEREAS, L.A.N.D. Inc. is the owner of that certain property generally described as Underwood Crest ~~NEW~~ Addition formerly known as the Ternahan property and Whereas subdivision plats of such tracts are recorded in the records of the County of Skamania, State of Washington and Whereas L.A.N.D. Inc. is about to sell, dispose of or convey the lots as platted and delineated on such maps or plats and L.A.N.D. Inc. desires to subject each and all said lots to certain protective covenants, conditions, restrictions and reservations (hereinafter referred to as "conditions") between L.A.N.D. Inc. and the purchasers, lessees, owners and users of the lots in said tracts. Said tracts are identified and referred to as Underwood Crest ~~NEW~~ Addition, 21 Lots, description as set forth.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS: That L.A.N.D. Inc. hereby certifies and declares that it has been established and does hereby establish a general plan for the protection, maintenances, development and improvement of said Tract that THIS DECLARATION is designed for the mutual benefit of the lots in said Tract, and L.A.N.D. Inc. has fixed, and does hereby fix the protective conditions upon and subject to which all lots, parcels and portions of said Tract shall be held, leased, sold and conveyed by them as such owners, lessors or users, each and all of which is and are for the mutual benefit of the land and shall inure with and pass with said Tract and each and every parcel of land therein, and shall apply to and bind the respective successors in interest, and are and each thereof is imposed upon said Tract as a mutual, equitable servitude in favor of each and every parcel of land therein as to the dominant tenement or tenements.

SAID CONDITIONS ARE AS FOLLOWS:

1. That no residence or any other structures erected on the lots described in said map or plat shall be nearer than 25 feet to the front property line, nor 25 feet to any side street line, nor 10 (ten) feet to any other side lot line.
2. All construction plans and specifications, prefabricated and modular plans and specifications, must be submitted to L.A.N.D. Inc. for approval. Including buildings of all sizes, shapes and for whatever purposes.
3. No temporary buildings, basement, tent, shack, garage, barn or other outbuildings in said tract shall at any time be used for human habitation temporarily or permanently, except as may be authorized by L.A.N.D. Inc. under special or temporary permit, during the construction of a dwelling.

4. Any building erected upon any of said lots, which is constructed of wood, stucco, cement or metal, shall be painted or stained on the exterior.
5. All residences shall have complete and approved plumbing installation prior to occupancy. Buyer shall comply with local and state health rules and regulations.
6. No hogs, pigs, swine, horses, livestock or poultry shall be kept, grown or otherwise located on the subject property.
7. No commercial enterprises except as designated by L.A.N.D. Inc.. These conditions shall be a covenant running with the land and shall be binding upon all parties and all persons claiming under them until 1980, at which time said conditions and covenants shall be automatically extended for successive periods of ten (10) years, unless by vote of the majority of lot owners of said tract such shall be terminated, PROVIDED, HOWEVER, That the Shamania County Planning Commission or other designated authorities may, after proper notice and public hearings, as provided by law, re-zone such lots in said Tract, that such governing body may deem to be for the benefit of all lots owners in said Tract. If any portion of the above conditions are not effected by any zoning change, then such portions not effected shall remain in full force and effect.
8. No mobile homes or trailers will be permitted for primary dwelling purposes.
9. No storage on lots or streets of inoperable vehicles for a period exceeding 30 days without written consent of L.A.N.D. Inc. .
10. All building exteriors and landscaping must be done within one year of the beginning of any construction, excavations of foundations. All homes must be completed and ready for occupancy within two years of said beginning.
11. No lot sold by L.A.N.D. Inc. will be allowed, by its owner; to accumulate rubbish or debris that would constitute a fire hazard or offend the public eye.
12. This property is restricted to one single dwelling unit per lot herein designated as residential lots except in areas which shall be designated as multiple dwelling or commercial. There shall be no commercial enterprises on any residential lot with the exception of the home office type business.
13. No structure, tree or shrub will be allowed to obstruct the Columbia Gorge or Mt. Hood view from other lots in the Underwood Crest 1st Addition or subsequent additions.
14. Pets will not be allowed to roam free to the extent that they become a public nuisance to adjoining property owners.
15. Invalidiation of any one of these covenants by judgment or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

16. L.A.N.D., Inc., its successors or assigns shall have the power to enforce these covenants by any lawful means, including but not limited to injunctions, and in the event of legal proceedings the alleged violator shall pay all court costs, including reasonable attorney's fees, conditioned only upon there being an adjudication that a covenant has been violated.

In witness whereof the president and secretary of L.A.N.D., Inc., a Washington Corporation, executed the foregoing declaration of restrictions, this 26th day of March, 1973.

L.A.N.D. INC.

By Walter D. May President

By James D. Brown Secretary

