

76773

REAL ESTATE CONTRACT

THIS CONTRACT, made and entered into this 25 day of May, 1973, by and between JOHN N. SKIMAS and JOANNE M. SKIMAS, husband and wife, hereinafter referred to as Sellers, and PETER J. WOLFE and BETTY FAYE WOLFE, husband and wife, hereinafter referred to as Purchasers, and JOSEPH WOLFE and Evelyn T Wolfe, his wife, also known as Purchasers, as their interests appear.

W I T N E S S E T H

1. DESCRIPTION: For and in consideration of the agreements herein contained and payments made and to be made, the Sellers agree to sell to Purchasers, and Purchasers agree to buy from the Sellers, the following described real property with appurtenances situated in Skamania County, State of Washington, to-wit:

The North 445 feet, more or less, of the West Half of the Southwest Quarter of the Southeast Quarter of Section Six (6), Township One (1) North, Range Five (5) East of the Willamette Meridian, as recorded in Book 61 of Deeds, page 53, records of Skamania County, Washington.

EXCEPT County roads and easements and restrictions of record.

2. PURCHASE PRICE AND TERMS: The purchase price of the real property described herein is Nine Thousand Five Hundred and no/100 (\$9,500.00) Dollars of which Seven Hundred Fifty and no/100 (\$750.00) Dollars has been paid down, the receipt of which is hereby acknowledged, and the balance of which shall be paid in the following manner: In monthly installments of Ninety and no/100 (\$90.00) Dollars or more per month commencing on the 1st day of June, 1973, and continuing each month thereafter until June 1, 1983, at which time the whole principal balance shall be fully due and payable. Interest on the unpaid balance shall accrue at the rate of eight (8%) per cent per annum and from each payment shall be first deducted the interest to date and the balance applied on principal.

3. TITLE: Sellers agree to pay and discharge any outstanding encumbrances before or simultaneously with the final payment due hereunder and shall keep the same current at all times.

4. POSSESSION AND PLACE OF PAYMENTS: Purchasers shall be entitled to physical possession of the premises described above upon closing of this transaction. All payments to be made hereunder shall be made at 502 Umatilla Way, Vancouver, Washington, or at such other place as the Sellers may direct in writing.

5. TAXES, UTILITY AND OTHER ASSESSMENTS: Purchasers agree to pay before delinquency all taxes, easements, water, utility and L.I.D. charges or assessments, maintenance, operation and construction charges not now due or delinquent and all that may hereafter become due and payable or which may be levied or assessed against the premises. Taxes for the current year shall be pro-rated as of June 1, 1973.

6. IMPROVEMENTS: Purchasers agree not to construct or erect any improvements or structures on the premises without the consent of Sellers being first obtained in writing. All improvements or structures shall remain and not be removed and in the event of default shall become the sole property of Sellers. Purchasers shall not commit or suffer to be committed any waste.

7. ASSIGNMENT: Purchasers agree that they shall not pledge, hypothecate or mortgage their interest in this contract or any part thereof nor shall the same be the subject of any assignment or sale by them unless the written consent of the Sellers is first obtained. Nor shall Purchasers sell any interest in the property described herein.

8. TIMBER: No timber or merchantable trees shall be removed from the premises without prior written consent of Sellers. The proceeds of any timber or trees removed after consent given shall be applied directly on the principal after deducting therefrom the expenses of logging and shall not be in place of the regular contract payments hereunder.

9. TITLE INSURANCE AND DEED: Upon completion of the payments to be made by Purchasers as provided in this contract, Sellers shall deliver to the Purchasers a Warranty Deed, conveying said premises to the Purchasers, and warranting the condition of the title of the Sellers so as to vest good and marketable title in the Purchasers. The Sellers further agree to supply to the Purchasers upon completion of the payments to be made by Purchasers as provided in this contract, a purchaser's policy of title insurance, insuring the Purchasers to the full amount of the purchase price herein and against any defects of title, lien or encumbrance not specifically described in this contract.

10. INSPECTION: The Purchasers agree that full inspection of the premises described herein have been made and the boundaries are satisfactory, and that neither the Sellers, their assigns nor agents, shall be held to any covenant respecting the condition of any improvements on said premises or to any agreement for alterations, improvements or repairs, unless the agreement relied on be in writing and attached to and made a part of this contract. No representations as to availability of water has been made.

11. PLAT RESTRICTIONS: Purchasers agree to abide by the plat restrictions of Silver Star Addition attached hereto until the entire principal balance is paid in full.

12. FAILURE TO MAKE PAYMENTS: It is understood and agreed that in case the Purchasers shall fail to make any payment herein provided to be made by the Purchasers, the Sellers may make such payment and any amount so paid by the Sellers, together with interest thereon from the date of payment until repaid at the rate of twelve (12%) per cent per annum shall be repayable by the Purchasers on demand, all without prejudice to any other rights the Sellers might have by reason of such default.

13. FORFEITURE: Time is of the essence in this contract. In case the Purchasers shall fail to make any payment of the said purchase price promptly at the time the same shall fall due as hereinbefore specified, or promptly to perform any covenant or agreement aforesaid,

the Sellers may elect to declare forfeiture and cancellation of the contract and upon such election being made all rights of the Purchasers hereunder shall cease and terminate and any payments theretofore made hereunder by the Purchasers shall be retained by the Sellers in liquidation of all damages sustained by reason of such failure, and the Sellers shall have the right to re-enter and take possession of the property. Service of all demands, notices or other papers with respect to such declaration of forfeiture and cancellation may be made by certified mail addressed to the mailing address of the above described property or at such other address as the Purchasers shall indicate in writing to the Sellers.

14. ALTERNATIVE: Or the Sellers may elect to bring an action, or actions, on any intermediate overdue installments or on any payment or payments, made by the Sellers and repayable by the Purchasers, it being stipulated that the covenant to pay intermediate installments or to pay items repayable by the Purchasers are independent of the covenant to make a deed and that every such action is an action arising on contract for the recovery of money only, as if the promise to pay had been expressed in a different instrument, and no such action shall constitute an election not to proceed otherwise as to any subsequent default. No waiver by the Sellers of any default on the part of the Purchasers shall be construed as a waiver of any subsequent default.

15. LITIGATION: In the event of litigation arising out of this contract or action to enforce any covenants of this contract or to collect any installment payment or charge arising therefrom, the Purchasers agree to pay a reasonable sum as attorney's fees to the Sellers and to pay all costs and expenses in connection with such suit; in addition Purchasers agree to pay reasonable costs for searching records. All such sums provided for in this paragraph shall be included in any judgment or decree entered in such suit.

IN WITNESS WHEREOF, the parties hereto have executed this instrument in duplicate the day and year first above written.

No. 2200
TRANSACTION EXCISE TAX

001 03 1973
Amount Paid \$5.00
By John N. Skimas
Skimas County Treasurer

John N. Skimas
John N. Skimas

JoAnne M. Skimas
JoAnne M. Skimas,

Sellers

Joseph Wolfe
Ernest J. Wolfe

Peter J. Wolfe
Peter J. Wolfe


Betty Wolfe
Betty Paye Wolfe,

Purchasers

STATE OF WASHINGTON)
County of Clark) ss.

On this day personally appeared before me JOHN N. SKIMAS and JOANNE M. SKIMAS, 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 25 day of May, 1973.


Notary Public in and for the State of Washington, residing at Camas.



SILVER STAR
COVENANTS AND RESTRICTIONS FOR ~~WIND~~ ACRES,
a Sub-division of Skamania County

The owner and developer of ~~WIND~~ ACRES, does hereby declare the following covenants and restrictions are to cover the following described property, to-wit:

The North Half of the Southeast Quarter of
Section Six (6), Township One (1) North,
Range Five (5) East of the Willamette Meridian,

proposed as a suburban-recreational oriented residential subdivision.

The following reservations, conditions, agreements, covenants and restrictions shall run with the land, shall be binding upon and enure to the benefit of all parties hereto, their successors and assigns, and all persons claiming upon them and shall be a part of all transfers and conveyances of the property within such land parcels as is set forth in full in such transfers and conveyances. Such reservations, conditions, agreements, covenants and restrictions shall be binding and effective for a period of 40 years from the date hereof, at the end of which time they shall be automatically extended for successive periods of ten years, unless an instrument signed by a majority of the then owners of the land within such designated areas has been recorded, agreeing to change said covenants and restrictions as whole or in part: EXCEPT, however, in the event that it appears to the advantage of these parcels that these restrictions should be modified, then and in that event, any modification desired may be made by affirmative vote of 80% of the then owners of land within this designated area and evidenced by suitable instrument filed for public record; or if such event occurs during the development period such modification or waiver of non-conformity may be evidenced by special permission granted in writing by the primary developers, or their successors as developers without such vote of other owners, provided, however, that such modification or waiver shall not affect the provisions of Paragraph No. 1 of the following:

1. LAND USE AND BUILDING TYPE: No subdivided parcel shall be used except for residential purposes. No buildings shall be erected, altered, placed or permitted to remain on any parcel other than one detached single family dwelling and private garage for not more than three cars. However, the foregoing provisions shall not be interpreted to exclude construction of a private greenhouse, barn, stable, private swimming pool, or a shelter or port for the protection of such swimming pool, or for the storage of boat and/or camping trailer kept for personal use, provided the location of such structures are in conformity with the applicable municipal regulations, and are compatible in design and decoration with the residence constructed on such parcel.

2. DWELLING SIZE AND TYPE OF STRUCTURE: This sub-division is restricted to single family residences to be constructed in accordance with Uniform Building Code requirements and shall not be less than 800 square feet for a single story dwelling, exclusive of garages, basement and other non-living areas. Mobile homes are permitted, provided, they are placed on a secure foundation, completely skirted, and are not less than 600 square feet in size.

3. BUILDING LOCATION: No buildings shall be located on any land parcel respect to set-back from front, side and rear property lines except within conformity with the planning regulations and requirements of the municipal government having jurisdiction within the area in which these land parcels are located. No structure shall be constructed within 25 feet of the established lot lines of the plat.

4. COMPLETION: Construction of any dwellings shall be completed including exterior decoration, within one year from date of the start of such construction. All lots shall, prior to the construction of improvements thereon, be kept in a neat and orderly condition and free of brush, vines, weeds and the grass thereon cut or mowed at sufficient intervals to prevent creation of a nuisance of fire hazard.

5. NUISANCES: No noxious or offensive activity shall be carried on upon any land parcel, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood. No commercial business, dairying, farming or breeding operations shall be conducted on any land parcel.

6. FENCING: Fencing is allowed along lot lines and within each lot as required, subject to the following restrictions: No fence shall be erected or maintained in such a manner as to interfere with the view of any of the other parcels of the sub-division and shall be constructed of wire or post and rail type wood fencing. Solid screen fencing shall not be used except within the interior of a lot for esthetic or screening purposes, however, not to exceed 6 feet in height and shall not run more than 40 feet in any linear direction which shall include spacing.

7. TEMPORARY STRUCTURES: No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuildings shall be used on any land parcel at any time as a residence either temporarily or permanently.

8. SIGNS: No sign of any kind shall be erected, maintained or displayed to the public view on any residential parcel, except one professional sign not larger than one square foot, one sign not larger than 18 by 24 inches, advertising the property for sale or rent, or signs used by the developers or a builder to advertise the property during the initial sales and construction period. This restriction, however, shall not be construed to prohibit ornamental plaques designating the name of the resident or the owners thereof.

9. GARBAGE AND REFUSE DISPOSAL: No land parcel shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers, pending collection and removal. All incinerators or other equipment for the temporary storage or disposal of such material shall be kept in a clean and sanitary condition.

10. EXISTING STRUCTURES: No existing structure, residential, or otherwise, shall be moved onto any other land parcel nor shall any dwelling therein be occupied prior to its completion.

11. OIL AND MINING OPERATIONS: No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind, will be permitted upon or in any land parcel, nor shall oil wells,

tanks, tunnels, mineral excavations or shafts be permitted upon or in any parcel. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any parcel.

12. LIVESTOCK AND POULTRY: Livestock and poultry are allowed provided that they are not kept, bred, or maintained for any commercial purpose, and provided that they are not permitted to cause damage, constitute a nuisance or run at large in the neighborhood.

13. ENFORCEMENT: The failure on the part of any of said parties affected by these restrictions, at any time to enforce any of the provisions hereof shall in no event be deemed a waiver thereof, or any thereof, or of any existing violations thereof; nor shall the invalidation of any of said reservations, conditions, agreements, covenants and restrictions by judgment or court order affect any of the other provisions hereof, which shall remain in full force and effect.

Should any suit or action be instituted by any of said parties to enforce any of said reservations, conditions, agreements, covenants and restrictions, or to restrain the violation of any thereof, after demand for compliance therewith or for the cessation of such violation, and failure to comply with such demand, then and in either of said events and whether such suit or action be reduced to decree or not, the party instituting such suit or action shall be entitled to recover from the defendants therein, such sum as the court may adjudge reasonable attorney fees in such suit or actions, in addition to statutory costs and disbursements.

DATED this 9th day of June, 1971.


John N. Skimas

STATE OF WASHINGTON)
) ss.
County of Clark)

On this day personally appeared before me JOHN N. SKIMAS to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that he signed the same as his free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 9th day of June, 1971.


Notary Public in and for the State of
Washington, residing at Vancouver.