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Skomania County

Restrictions and Conditions Contained in the Dedication of SHON-TAY-RILL

The following restrictions, conditions, covenants, agreements and provisions, (hereinafter referred to as "restriction(s)"), shall run with the land, shall be binding upon all parties hereto and all persons claiming upon them and shall be a part of all transfers and conveyances of the property within such platted subdivision as it set forth in full in such transfers and conveyances, and shall be for the mutual benefit and protection of all lots within said subdivision and the owners thereof, in keeping with the establishment and maintenance of a private sylvan residential area.

1. Supervision and Administration. Supervision and administration of matters pertinent to these restrictions and particularly those items hereof relating to the maintenance of the easement pathways and the operation and maintenance of the central water system shall be a function of the "Shon-Tay-Rill Association." Membership in said Association shall consist of the individual owners of each of Lots 1 through 11 of this subdivision, with the owners of each of said lots being entitled to one vote per lot, (except an owner who owns more than one lot shall be restricted to one vote), in matters referred to said Association for consideration. Such membership in said Association shall run with the land and pass from owner to subsequent owner with the transfer of title to each of said lots. Said Association shall be regularly organized in democratic form at a meeting of the initial owners of lots in said subdivision and the members of the association shall from time to time elect such officers, establish such rules, regulations, operation and maintenance rates and do such other things as may be necessary and expedient to the conduct of its meetings and the fulfillment of the purposes and functions of the association.

2. Water Supply. Water for domestic use shall be available to each of lots 1 through 11 of said subdivision from the central source located on Dedicated Area A as shown on the official plat hereof, subsequent to the payment to the developers of \$300.00 which would allow each lot owner to connect to the water main. Each lot shall be entitled to one hook-up to the water main as located in the county dedicated roadways, subject, however, to the regulations and requirements pertaining thereto. Use of water shall be for normal and reasonable domestic use. Upon completion of and the acceptance of the Water System by the Public Authorities, the Shon-Tay-Rill Association will operate and maintain the Water System, and will make subsequent service charges to each property owner.

3. Easement: For sanitary control and protection of the water supply, being a 100 foot radius from the well, as it affects lots 5, 4, and 3, upon which easement, no building or sewage system may be constructed.

4. Land Use. No lot shall be used except for residential purposes. No building shall be erected, altered, placed or permitted to remain on any lot other than one detached single-family dwelling, together with accessory buildings incidental thereto and no lot shall be divided or subdivided.

4. Private trail easement access. Access to the North Fork of the Washougal River shall be by means of private trail easement as designated on the official plat recorded herewith, and which easement is hereby established and adjusted at the cliff edge to follow the stairs and path to the river. Each owner shall allow a ten (10) foot "Common Zone" along the River's edge, extending from the ten (10) foot easement between lots #6 and #7, through lots #5, #4, #3, and #2, and through lots #7, #8, #9, #10, and #11, to allow for foot access to the respective river frontage by the owners. Ownership of a lot in said subdivision shall inheritantly include an appurtenant easement for normal ingress and egress over said roads and pathways, in common with other lot/owners or beneficial easement holders, but subject to the location of utilities therein; provided however, that no use of said roads or pathways shall infringe upon the rights of other lot owners or beneficial easement holders to the full and free use thereof. Upkeep and maintenance of said dedicated road system when accepted by the county shall be borne by the county.

5. Building Type and Location. (a) The dwelling or accessory buildings on any lot shall have a set-back of not less than 50 feet from the front lot line, i.e., the access road, and not less than 15 feet from the side lot lines. (b) All dwellings and accessory buildings shall be properly maintained, and all reasonable and practical natural growth of trees and shrubs shall be retained, in the interest of maintaining a private and sylvan atmosphere. (c) Each dwelling shall be completed on the exterior, including installation of doors, windows and exterior decoration within 1 year from the start of construction.

6. Sanitation. All permanent sewage disposal shall be by means of septic tanks, the construction, outlets and drainfields for which shall conform with Washington State Health Department codes and regulations. All trash, garbage and waste shall be kept in sanitary containers and shall not be dumped on any part of any lot in said subdivision nor on any adjoining property nor into the North Fork of the Washougal River.

7. Pets. No animals, livestock or poultry shall be raised, bred or kept on any lot except that the owners of each lot may keep household pets, provided they do not create a nuisance to nor infringe upon the private rights of the other owners.

8. Codes. For a building code, the parties hereto adopt the latest current issue of "Uniform Building Code," "National Electric Code," and "Uniform Plumbing Code."

9. Offensive Activities. No noxious, offensive or unlawful activity shall be conducted upon any lot, nor shall anything be set, stored, or in the common use areas, which may be or become an annoyance to any other property owners in said subdivision.

10. Variances, Enforcement and Severability. Variances from any of the foregoing restrictions, covenants and agreements may be granted, but only in writing, by the Owners Association acting as a whole after first obtaining the permission of the owner or owners affected by such variance. Except for such properly granted variances, these restrictions and covenants shall be enforceable by actions either of a legal and/or equitable nature brought

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Should any suit or action be instituted by any of said parties to enforce any of said conditions, restrictions, covenants or agreements, 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 judgement or not, the party instituting such suit or action shall be entitled to recover from the defendant or defendants therein such sum as the Court may adjudge reasonable as attorney's fees in such suit or action, in addition to statutory costs and disbursements.

Donald E. Eby

**Van Morasch**

**Richard Hanson**

