

Original

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"SKAMANIA HIGHLANDS", Skamania County, Washington

Recorded May 27, 1968 in Book A of Official Records at Page 140DECLARATION OF RESTRICTIONSTHIS DECLARATION made and dated this 23rd day of March, 19 77,
by K.M.S. Enterprises,WHEREAS, said K.M.S. Enterprises, the owner of a certain tract of land situate in the County
of Skamania, State of Washington, described as follows:Lots 3 through 22 and 25 through 41 inclusive, as shown on that certain map entitled "Skamania
Highlands," which map was filed for record in the office of the County of Skamania, State of
Washington on May 27, 1968, in Book A of Maps at pages 140,
and to which said above referred to Map and the said Record thereof, reference is hereby made,
andWHEREAS, said K.M.S. Enterprises is about to sell property shown on said map, which it desires
to subject to certain restrictions, conditions, covenants and agreements between itself and
the purchasers of said property, as hereinafter set forth;NOW, THEREFORE, said K.M.S. Enterprises declares that Lots 3 through 22 and 25 through 41
inclusive, "Skamania Highlands" above referred to, are held and shall be conveyed subject to
covenants, restrictions, conditions and agreements set forth in the Declaration, to-wit:

1. TERMS: All of the restrictions, conditions, covenants and agreements shall
affect Lots 3 through 22 and 25 through 41 in this tract, and are made for the direct and
reciprocal benefit thereof; and in furtherance of a general plan for the improvement of
said tract, and the covenants shall attach to and run with the land. Said restrictions,
conditions and covenants shall be binding on all parties and all persons claiming under
them until March 15, 2006, at which time they shall be automatically extended for successive
periods of five years, provided, however, that such restrictions, conditions, covenants and
agreements or any of them, may be supplemented, changed or rescinded in any or all
particulars at any time by the owners of 75% of the number of lots comprising the area
incorporated in this Declaration, exclusive of streets, evidenced by an instrument in
writing, executed by the said owner in the manner provided by law for the conveyance of
real property and duly recorded in the office of the recorder aforementioned, and upon
such recordation shall be valid and binding upon the sellers and owners of the said lots
in said tract, and upon all other persons.

2. IMPROVEMENTS: No building other than a single-family dwelling, and appropriate
guest house or garage, shall be erected on any of said lots, nor shall any house constructed
thereon be used for any purpose other than a dwelling house or appurtenant outbuilding, and
more particularly, without the intent of limiting the foregoing restrictions, no store,
flats, double houses, radio towers, hotels or apartment houses shall be built or placed upon
said property. No trade, business or manufacture, nor any filling station, garage, or repair
shop of any kind, school, sanitarium, hospital, commercial gardening, dairy, animal or
poultry raising shall be carried on or conducted for commercial purposes on said property,
or any part thereof. No structures, outbuilding, walls or fences shall be constructed upon
any of said lots without written approval as to exterior design thereof first having been
obtained from the Architectural Committee, K.M.S. Enterprises. Before construction work
of any kind is started, a plan showing exterior design, including four exterior elevations
of said building and floor plan plotted on a map of said lot, shall be submitted to the
Architectural Committee for approval. Approval by said committee shall not be unreasonably
withheld.

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Any structure on a lot descending from any street shall be not more than fourteen (14) feet above curb grade; any structure on a lot ascending from any street shall be not more than two (2) stories high. All excavations on said lots, whether for construction of a building or other structure, swimming pool or otherwise, shall be kept to an absolute minimum to maintain to the greatest extent possible the natural contours of the lands, and the natural beauty of the area.

When the erection of any residence or other structure is once begun work thereon must be prosecuted diligently and continuously and it must be completed within a reasonable time; and in no event more than one year from start of construction; provided, that a reasonable delay shall be allowed for Acts of God, strikes, embargoes, or restrictions of manpower or materials or weather inclement enough to cause a general cessation of work on the majority of building programs in the area. Financial inability of the owner or his contractor to secure labor or materials or discharge liens or attachments shall not be deemed a cause beyond his control.

No structure of any kind shall be moved from any other place onto said premises. No structure of a temporary character, trailer, tent, shack, garage or barn, shall be used at any time as a residence either temporarily or permanently.

3. PETS, ANIMALS, ETC.: No animals, other than a reasonable and usual number of household pets, shall be kept on any of said lots, except as hereinafter specified. No lot or building in this tract shall be used for the keeping or breeding of fowl, animals or creatures of any kind for commercial purposes. A reasonable and usual number of household pets, horses and cattle may be kept for the pleasure of the occupants of the premises where kept but shall not be kept in number or under conditions objectionable to other residents of this tract.

4. SIGNS: No sign of any kind shall be displayed to the public view on any lot except one professional sign of not more than one square foot, one sign of not more than five square feet advertising the property for sale, or rent, or signs used by a builder to advertise the property during the construction and sales period.

5. CONDITION OF PREMISES: No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition; and shall be in a properly enclosed area, screening it from view of passersby. No trailer or truck, and no other vehicle under repair or in an inoperative condition, shall be exposed to view of passersby.

6. OIL & MINING OPERATIONS: No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any lot.

7. EASEMENTS: Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat of said tract. Within these easements, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may change the direction of flow of drainage channels in the easements. The easement area of each lot and all improvements in it shall be maintained continuously by the owner of the lot, except for those improvements for which a public authority or utility company is responsible.

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8. RESUBDIVISION OF SITES: None of said lots may be resubdivided, except with the approval of the Architectural Committee, K.M.S. Enterprises.

9. NUISANCES: No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

10. SIGHT DISTANCE AT INTERSECTIONS: No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between two and six feet above the roadways, shall be permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting them at points 25 feet from the intersection of the street line, or in the case of a rounded property corner from the intersection of the street property lines extended.

The same sight-line limitation shall apply on any lot within 10 feet from the intersection of a street property line with the edge of the driveway or alley pavement. No tree shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

11. PERMANENT MAINTENANCE: The owner of each lot in said tract shall maintain said lot in a neat and presentable condition, and shall keep all weeds abated; and shall also maintain in a neat and orderly condition, any easement or easements directly adjacent to his lot, reserved for bridle and/or walking trails. Said owner shall further completely fence the area adjacent to any of said easements, as a safety precaution.

12. ARCHITECTURAL COMMITTEE: An Architectural Committee consisting of four members has been created by the undersigned, and composed of the undersigned, as follows:

James C. Kaiser
Jean M. Kaiser
Robert M. Maloney
Roselyn M. Maloney

At any time the undersigned may, but shall not be required to do so, by recorded statement relinquish the right herein reserved to appoint and maintain said Architectural Committee. In such event, the record owners of sixty percent of the lots in said tract may elect and appoint a committee of three or more of such owners to assume and exercise all of the powers and functions of said committee; and may if necessary remove from said committee existing members thereof.

The functions of said Architectural Committee shall be as outlined elsewhere in this Declaration, and, at its discretion, to generally supervise and enforce any of the restrictions, conditions, covenants and agreements herein set forth.

The Architectural Committee shall be bound by the written authorization of any three of its members.

13. ENFORCEMENT: In the event of violation or attempted violation of any of the covenants herein while in effect, it shall be lawful for the Architectural Committee, or any person owning any real property subject thereto, to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenant; either to prevent him or them from so doing or to recover damages for such violation.

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14. ACCEPTANCE OF COVENANTS, AGREEMENTS, CONDITIONS AND RESTRICTIONS: All purchasers of property in said Tract shall be acceptance of deeds for any lot or lots therein, thereby be conclusively deemed to have consented and agreed to all restrictions, conditions, covenants and agreements set forth herein.

15. INVALIDITY: Invalidation of any one or more 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. SUBORDINATION: A breach of any of the conditions and covenants herein or of any re-entry by reason of such breach, shall not defeat or render invalid the lien of any mortgage or deed of trust made in good faith and for value as to said premises or any part thereof, but said conditions and covenants shall be binding upon and effective against any owner of said premises whose title thereto is acquired by foreclosure, Trustee's sale or otherwise.

17. MARGINAL NOTES: The marginal notes and phrases as to the contents of particular paragraphs are inserted only as a matter of reference and are in no way a part of this Declaration or intended to define, limit or describe the scope or intent of the particular paragraph to which they refer.

IN WITNESS WHEREOF, the Undersigned have hereunto set their hand and acknowledge that they are, and constitute the members of K.M.S. Enterprises.

K.M.S. ENTERPRISES

BY

James C. Kaiser

BY

Jean M. Kaiser

BY

Robert M. Maloney

BY

Bessalyn M. Maloney

March 23, 1977

Dated

