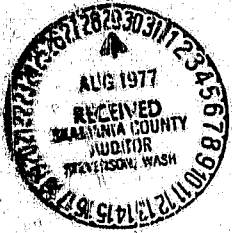


84758



DECLARATION OF CONDITIONS AND RESTRICTIONS
OF
FOSTER'S SUBDIVISION

PREAMBLE

The undersigned, being the record owners and parties in interest of all of the following described real property located in the County of Skamania, State of Washington:

The Southeast quarter of the Southwest quarter of Section 26 and a tract in the South 1/2 of the Southwest quarter of said Section 26 described as follows: Commencing at the S. 1/4 of said Section 26; thence N. 01° 38' 30" E. along the north-south centerline 830.00 feet to the true point of beginning; thence East 1100.00 feet; thence north to Trout Creek; thence westerly following the center of Trout Creek to the intersection with the north-south centerline of said Section 26; thence S. 01° 38' 30" W. to the point of beginning, all being in Township 4 North, Range 7 East of the Willamette Meridian.

do hereby make the following Declaration of Conditions and Restrictions. Whereas the above described real property is being platted and subdivided into approximately eighteen two acre, more or less, lots, the property as subdivided shall be held, sold and conveyed subject to the following conditions and restrictions, all of which are for the purpose of enhancing and protecting the value, desirability and attractiveness of the real property. These conditions and restrictions shall run with the real property and shall be binding on all parties having or acquiring any right, title or interest in the described properties or any part thereof, and shall inure to the benefit of each owner thereof.

ARTICLE ILAND USE AND BUILDING TYPE

No lot shall be used except for residential purposes. No building shall be erected, altered, placed or permitted to remain on any lot in the tract as originally platted other than the following: camper, trailer, mobile home or one detached single-family dwelling not to exceed two (2) stories in height and a private garage for not more than two (2) cars. Basements and what are known as "daylight" basements shall not be counted as a "story". Accessory buildings which are strictly incidental to a private residence and utility buildings such as, but not limited to, water reservoirs, pumping stations and the like, shall be permitted.

ARTICLE II

SETBACK LINES AND SIGHT LINES

No dwelling or other building shall be erected within twenty (20) feet of the front and rear lot lines, nor within fifty (50) feet of the centerline of any street, whichever distance is greater. No building shall be located nearer than five (5) feet to an interior lot line. No utility building such as, but not limited to, water reservoirs, pumping stations and the like, shall be closer to a property line than a distance equal to its height. Vision clearance setbacks from all street property line intersections shall be thirty-five (35) feet. No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between two (2) and six (6) feet above roadways shall be placed or permitted to remain on any corner lot within thirty-five feet from the intersection of the street property lines.

ARTICLE III

COMPLETION OF CONSTRUCTION

There shall be no time period in which construction of a dwelling unit must be commenced, but all buildings shall be completed and the exterior of the buildings painted within one year from the time construction is commenced. No dwelling shall be occupied for any purpose until such time as the exterior of such dwelling shall have been completed and painted.

ARTICLE IV

VEHICLES AND TEMPORARY STRUCTURES

No structure of a temporary nature, basement, tent, shack, garage, barn or other outbuilding shall be used on any lot at any time as a residence, either temporarily or permanently, and no old structures shall be moved or placed onto any lots. The parking of any camper, trailer or mobile home on any lot shall be subject to the approval of the majority lot owners. Wrecked, abandoned or inoperative motor vehicles shall not be permitted on any lot.

ARTICLE V

VIEW PROTECTION

No building, either residence or otherwise, shall be so constructed on any lot that any part of the roof thereof shall extend vertically more than thirty (30) feet from the ground level of the land as it presently exists unless express written consent of the majority lot owners be first had and obtained. The contour lines established as of the date hereof shall be the final test of elevation as contemplated herein. No windbreak, fence or hedge shall be planted, constructed or allowed to grow upon any part of the premises to a greater height than six (6) feet above the level of the ground as it presently exists. No windbreak, fence or hedge more than forty (40) inches in height shall be permitted to extend nearer to any street than the minimum setback line.

ARTICLE VI

CLEARANCE OF EXISTING FOLIAGE

The clearance of existing foliage from any portion of any lot shall be restricted to the following areas:

- a. Within seven (7) feet of the foundation line of a dwelling building unless a greater area is specifically approved by the majority lot owners;
- b. Within five (5) feet from garages, outbuildings and utility buildings;
- c. Within five (5) feet from access driveways and parking areas,
- d. One access driveway from the road of no more than twelve (12) feet in width per lot;
- e. One parking area of no more than six hundred (600) square feet per lot;
- f. An area cleared for planting with the approval of the majority lot owners.

ARTICLE VII

MAINTENANCE

Each lot shall be maintained in a good and clean condition and free of hazards to the adjacent property and to the occupants thereof. No lot shall be used for

maintained as a dumping ground for rubbish. Trash garbage or other waste shall not be kept except in sanitary containers. All sanitary containers or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition. All sanitary containers and other containers shall be screened from public view and shall be securely fastened and maintained in order to minimize the risk that they will be upset or otherwise disturbed by animals.

ARTICLE VIII

NUISANCES

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

ARTICLE IX

LIVESTOCK AND POULTRY

No animals, livestock or poultry or any kind shall be raised, bred or kept on any lot, except that dogs, cats and other household pets may be kept provided they are not kept, bred or maintained for any commercial purpose.

ARTICLE X

OIL, GRAVEL AND MINING OPERATIONS

No oil drilling, oil development operations, oil refining, quarrying, surface mining or mining operations of any kind shall be permitted upon or in any lot, nor shall oil wells, tanks, tunnels, mineral excavations, gravel pits 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.

ARTICLE XI

TELEVISION AND RADIO ANTENNAS

No antenna, tower or other structure for the reception or transmission of television, radio or electronic signals of any kind shall be erected, permitted,

or maintained on any lot or on any structure, tree, rock, outcropping or any other thing connected with such lot without the specific written consent of the majority lot owners as to size, location, placement, appearance, structure, stability, and any other feature or aspect thereof deemed pertinent by the majority lot owners.

ARTICLE XII

EASEMENTS

Easements for installation and maintenance of utilities and drainage facilities are reserved over the front five (5) feet of each lot.

ARTICLE XIII

TERM

The covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of 25 years from the date these covenants are recorded, after which time these covenants shall be automatically extended for successive periods of 10 years unless an instrument signed by a majority of the then owners of the lots has been recorded, agreeing to change these covenants in whole or in part.

ARTICLE XIV

SEVERABILITY

Invalidation of any of these covenants shall in no ways affect any of the other provisions, which shall remain in full force and effect.

ARTICLE XV

ENFORCEMENT

The foregoing Conditions and Restrictions shall bind and enure to the benefit of, and be enforceable by suit for injunction or for damages by the owner or owners of any of the above described lands, their and each of their legal representatives, heirs, successors or assigns; and a failure, either by the owners above named or their legal representatives, heirs, successors or assigns, to enforce any of such conditions or restrictions shall in no event be deemed a waiver of the right to do so thereafter.

ARTICLE XVI

ATTORNEY FEES

Should suit or action be instituted to enforce any of the foregoing restrictions or covenants after written demand for the discontinuance of a violation thereof and any failure so to do, then whether said suit be reduced to decree or not, the owner seeking to enforce or to restrain any such violation shall be entitled to have and recover from such defendant or defendants, in addition to the costs and disbursements allowed by law, such sum as the Court may adjudge reasonable as an attorney fee in such suit or action.

Done this 2nd day of AUGUST, 1977

Leonard T. Foster
Leonard T. Foster

Ruby J. Foster
Ruby J. Foster

Subscribed and sworn to before me this
2nd day of August, 1977

Barbara A. Baker
Notary Public in and for the State of
Washington residing at Stevenson, Wa. 98648

84758

STATE OF WASHINGTON }
COUNTY OF SKAMANIA }

I HEREBY CERTIFY THAT THE WITHIN
INSTRUMENT OF WRITING, FILED BY,

Leonard T. Foster

OF Skamania County, Washington

AT 11:30 A.M. Aug 23, 1977

WAS RECORDED IN BOOK 73

AT PAGE 326

RECORDS OF SKAMANIA COUNTY, WASH.

E. J. Foster
COUNTY AUDITOR

REGISTERED	<u>23</u>
INDEXED: DIR.	<u>17</u>
INDIRECT:	<u>1</u>
RECORDED:	<u>1</u>
COMPARED	<u>1</u>
AUG 23 1977	