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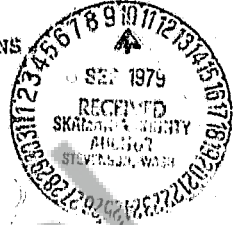
NEW COVENANTS REPLACE OLD COVENANTS
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DECLARATION OF CONDITIONS AND RESTRICTIONS

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

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of Foster's Subdivision - Page One

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of Foster's Subdivision - Page Two

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benefit of each owner thereof.

ARTICLE I

LAND 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 home. 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

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 or 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 III

NUISANCES

No noxious or offensive activity shall be carried on upon

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any lot, nor shall anything be done thereon which may be or
may become an annoyance or nuisance to the neighborhood.

ARTICLE IV

LIVESTOCK AND POULTRY

Animals with Discretion.

ARTICLE V

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 VI

EASEMENTS

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

ARTICLE VII

SEVERABILITY

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

ARTICLE VIII

ENFORCEMENT

The foregoing Conditions and Restrictions shall bind and enure

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of Foster's Subdivision - Page Four

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 IX

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 16 day of August, 1979.

Leonard T. Foster
LEONARD T. FOSTER

Ruby J. Foster
RUBY J. FOSTER

The following land owners in FOSTER'S SUBDIVISION agree to abide by the foregoing Conditions and Restrictions:

Donald K. Carpenter
DONALD K. CARPENTER (lots 17-18)

Ruby J. Carpenter
RUBY J. CARPENTER, his wife

Declaration of Conditions and Restrictions
of Foster's Subdivision - Page FiveErnest Tooley
ERNEST TOOLEY (Lot 9)Eleanor Tooley
ELEANOR TOOLEY, his wifeMelvin R. Hanning
MELVIN R. HANNING (Lot 3)Geogena W. Hanning
GEOGENA W. HANNING, his wifeHarold F. Forrest
HAROLD F. FORREST (Lot 4)Dolores B. Forrest
DOLORES B. FORREST, his wifeRay C. Nelson
RAY C. NELSON (Lot 15)Betty M. Nelson
BETTY M. NELSON, his wifeRichard A. Warrick
RICHARD A. WARRICK (Lot 2)Sylvia M. Warrick
SYLVIA M. WARRICK, his wifeGeorge J. Regas
GEORGE J. REGAS (Lot 6 & 7)Barbara J. Regas
BARBARA J. REGAS, his wifeJohn W. Panco
JOHN W. PANCO (Lot 12)Judith E. Panco
JUDITH E. PANCO, his wifeRobert L. Hildenbrand
ROBERT L. HILDENBRAND (Lot 13-14)Betty S. Hildenbrand
BETTY S. HILDENBRAND, his wifeDean O. Evans
DEAN O. EVANS (Lot 1)Betty J. Evans
BETTY J. EVANS, his wifeLeonard L. Foster
LEONARD L. FOSTER (Lot 10)Louise D. Foster
LOUISE D. FOSTER, his wife

89383

COUNTY OF SHERMAN, TEXAS

THE ABOVE SET FORTH THE VERIDICAL

STATEMENT OF THE DEED BY

Leonard L. Foster

OF THE COUNTY OF SHERMAN, TEXAS

DATE OF DEED, 12-29-1929

WAS CORRECTLY RECORDED

IN BOOK 77 PAGE 122

BY

J. W. Foster

NOTARY PUBLIC

IN SHERMAN, TEXAS

DATE

12-29-1929

REGISTERED

INDEXED

FILED

RECORDED

COMPARED

SHEETS