

BOOK 133 PAGE 590

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RECORDED
SKAMANIA CO. WASH
BY *Dusty Moss*

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PROTECTIVE COVENANTS

NORTHWESTERN LAKE DEVELOPMENT

D. Lowry
AUDITOR
GARY M. OLSON

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Section I. Nature and Purpose

- a. The following declare limitations, restrictions, and uses to which the Northwestern Lake Development property may be put, and specify that such declarations shall constitute covenants to run with the land and shall be binding on all parties and all persons claiming under them and shall be for the benefit of and shall constitute limitations on all present and future owners of the property, and all successive future owners shall have the same right to invoke and enforce the provisions hereof as the original signers.
- b. Any deed, lease, conveyance, or contract made in violation of this agreement shall be void and may be set aside on petition of one or more of the parties hereto, and all successors in interest, heirs, executors, administrators or assigns shall be deemed parties to the same effect as the original signers; and when such conveyance or other instrument is set aside by decree of a court of competent jurisdiction, all costs and all expenses of such proceedings shall be taxed against the offending party or parties, and shall be declared by the court to constitute a lien against the real estate so wrongfully deeded, sold, leased, or conveyed, until paid, and such lien may be enforced in such manner as the court may order.
- c. All persons who may now own, or who may hereafter own, any part of the property are specifically given the right to enforce these restrictions through any proceedings, at law or in equity, against any person or persons violating or threatening to violate such restrictions, and to recover any damages suffered by them from any violation thereof.
- d. Should any mortgage or deed of trust be foreclosed on the property to which this instrument refers, then the title acquired by such foreclosure, and the person or persons who thereupon and thereafter become the owner or owners of such property, shall be subject to and bound by all the restrictions enumerated herein.
- e. The purpose of these restrictions is to ensure the use of the property for attractive residential purposes only, to prevent nuisances, to prevent the impairment of the attractiveness of the property, and to maintain the desired tone of the community, and thereby to secure to each property owner the full benefit and enjoyment of their property, with no greater restriction on the free and undisturbed use of property than is necessary to ensure the same advantages to other property owners.
- f. Use and development of the property will be in conformance with applicable federal, state, and local laws, regulations and ordinances.

Section II. Land Use and Building Type

- a. No manufacturing, industrial or commercial activity shall be conducted or maintained on, or in connection with the properties open land. Exceptions to this condition which do not detract from the neighborhood shall be permitted if 60% of the landowners approve in writing such as flower nurseries and vineyards.
- b. No lot shall be used except for residential purposes.
- c. No mobile homes or off-site built dwellings or structures shall be placed on the above described real property, except for a maximum period of 12 months during construction.
- d. No structures shall be placed upon or erected upon the above real property which shall exceed thirty feet in height.
- e. No animals, livestock, or poultry of any kind, except for horses, shall be raised, bred, or kept for any commercial purposes. Such animals shall be only for the owners' personal use.
- f. Plans are to be submitted to an Architectural Committee representing the majority of lot owners for their approval prior to beginning of construction.
- g. The intention and purpose of these covenants is to assure that all dwellings be of quality workmanship and materials. High standards of design and construction are the goal of the Architectural Committee.
- h. Property is not to be used for the storage of commercial equipment and supplies unless in enclosed buildings.
- i. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may become an annoyance or nuisance to the neighborhood.

Section III. Building Location

- a. No building shall be located within 50 feet of lot boundary line.

Section IV. Easements

- a. One 30 foot wide road easement is reserved along and parallel to each parcel's lot line.
- b. Easements for installation and maintenance of utilities and drainage facilities are reserved over a five foot strip situated adjacent to and parallel with any interior lot line.
- c. Easements for installation and maintenance of primary underground electric, telephone, gas, and TV lines are reserved within a strip 7 feet wide inside of lots along roadside frontage.

Section V. Completion of Construction

- a. The owners shall have a period of one year in which to complete the exterior of buildings under construction. During construction, construction materials shall be stored neatly and shall not be allowed to blow upon adjoining property nor be permitted to become a fire hazard.
- b. If all or any portion of a residence or other building located on the property is damaged or destroyed by fire or other casualty, it shall be the duty of the owner thereof, with all due diligence, to rebuild, repair or reconstruct such structure in a manner which will substantially restore it to its appearance and condition immediately prior to the casualty. Reconstruction shall be undertaken within six (6) months after the damage occurs, and shall be completed within twelve (12) months after the damage occurs, unless prevented by causes beyond the control of the owner; provided, however, that the owner may elect not to rebuild, repair, or reconstruct such structure, in which case the surface of the property upon which the damage occurs shall be returned to its natural condition and all debris removed therefrom within twelve (12) months after the damage occurs.

Section VI. Specific Restrictions

- a. No tents, travel trailers or camping facilities of any kind shall be placed on the property without the prior written consent of all of the owners of the property. This does not preclude the intermittent and temporary personal family use of tents, travel trailers, or recreational vehicles for periods of not more than three (3) consecutive weeks.
- b. No trash, debris, garbage, unused motor vehicles, motor vehicle parts or other unsightly or offensive material shall be placed or maintained upon the property. All rubbish, trash and garbage shall be regularly removed from the property and shall not be allowed to accumulate thereon.
- c. Each owner shall, at his sole cost and expense, maintain his portion of the property, including all fences, structures and yard areas located thereon, keeping the same neat and clean excepting only normal wear and tear.
- d. None of the parties hereto, nor their family members, guests, visitors, or invitees shall operate any motor vehicle on any portion of the property at a speed in excess of 10 miles per hour.
- e. No signs or other advertising devices, except "For Rent" or "For Sale" signs shall be erected, maintained or displayed on any lot.
- f. It shall be the owner's responsibility at all times, to keep pets and livestock from being a nuisance.
- g. No fence shall be erected which does not meet standards set out by the Architectural Review Committee.

Section VII. View Protection

- a. Trees and landscaping shall not be allowed to grow to a height or density that blocks another landowner's previously existing view. Expense in maintaining

Section VII. View Protection, continued.

said view (i.e., topping and cropping) will be borne by the landowner seeking protection of his view.

Section VIII. Homeowners Association

A Homeowners Association will be formed when 15 of the parcels in the subdivision have been purchased. The Association will consist of landowners and will represent the majority interests of all landowners in the subdivision. Its purpose will be to maintain the integrity of the neighborhood and administer the ongoing business of the subdivision (such as road, tree and ground maintenance, miscellaneous improvements, and snow plowing).

Section IX. Changes and Revisions

- a. Right of Revision. The Development Committee reserves the right to update and revise these codes and covenants for the benefit of the community until which time the Homeowners Association is operative. Future changes and revisions to the codes and covenants may be made by a 60% majority vote of the landowners.
- b. Invalidation of any one 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.

Dusty Moss

Charles W. Seward

Vicky L. Seward

On this 19th day of January, 1993, before me, the undersigned, a Notary Public, personally appeared Charles W. Seward and Vicky L. Seward to be the identical persons named in and who executed the foregoing instrument, and acknowledged that they executed the same as their voluntary act and deed.

Margaret Ann Hoskins
Margaret Ann Hoskins
Notary in and for the
State of Iowa



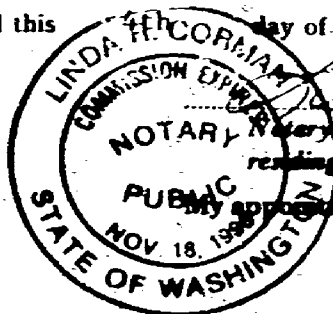
STATE OF WASHINGTON, } ss.
County of Klickitat

On this day personally appeared before me Dusty Moss

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 day of February, 19 93

ACKNOWLEDGMENT - INDIVIDUAL
FIRST AMERICAN TITLE COMPANY
WA - 48



Notary Public in and for the State of Washington,
residing at
My appointment expires 11-18-96