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BOOK 133 PAGE 954

SKAMANIA CO. WASH
SKAMANIA CO. TITLE 1

PROTECTIVE COVENANTS

Northwestern Lake Development

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P. Lowry

6-11-93

Section 1. Declaration of Restrictions, Conditions and Covenants

a. Declaration of Restrictions, Conditions and Covenants is applicable to Northwestern Lake Development Phase I. Whereas, Charles W. Seward, Vicky L. Seward and Daniel Morse aka (Dusty Moss), Hereafter referred to as declarant, is owner of certain real property located in the County of Skamania in the State of Washington, known as Northwestern Lake Development, a duly recorded plat.

Whereas, the Declarant is desirous to declare of public record its intentions to create certain restrictive conditions and covenants to the ownership of said property:

Now, therefore, the declarant does hereby certify and declare that the following restrictions, conditions and covenants shall become and are hereby made a part of all conveyances of lots within the subdivision of Northwestern Lake Development recorded on Feb. 23, 1993 in Book 133, Page 590, of the Skamania County Deed Records in Washington State and that the following restrictions, conditions and covenants shall by reference become a part of any such conveyances and shall apply thereto as fully and with the same effect as if set forth at large therein.

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 foreclosure, and the

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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 impairment to 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, which do not detract from the neighborhood shall be permitted if 60% of the landowners approve in writing (i.e.. flower nurseries and vineyards).

b. No land shall be used except for residential purposes.

c. No mobile homes or off - site built dwellings or structures shall be placed on the property, except for a maximum period of 12 months during construction.

d. No structures shall be placed upon or erected upon the property which shall exceed thirty feet in height.

e. No animals, livestock, or poultry of any kind, except horses, shall be raised, bred or kept for commercial purposes. Such animals shall be only for the owners' personal use.

f. Plans are to be submitted to an Architectural Committee for approval prior to commencing any construction. The Architectural Committee is to represent the majority interest of lot owners in the subdivision.

g. The intention and purpose of the Architectural Committee is to assure high standards of design and construction quality.

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 a lot boundary line.

Section IV Easements

- a. A 30 foot wide road easement is reserved along and parallel to each parcel's lot line that adjoins a subdivision roadway.
- b. Easements for installation and maintenance of utilities, trails and drainage facilities are reserved over a five foot wide strip situated adjacent to and parallel with any interior lot line.
- c. Easements for installation and maintenance of primary underground electricity, telephone, gas and TV cable services are reserved within a 7 foot wide strip situated adjacent to and parallel with lot lines fronting roadways.

Section V. Completion of Construction

- a. Lot owners shall have a period of one year from commencing construction to complete the exterior of buildings under construction. During construction all construction materials shall be stored neatly and shall not be allowed to blow about the property or 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 the Development Committee or the Homeowners Association. This does not preclude the intermittent and temporary personal family use of such facilities for periods of not more than three (3) consecutive weeks.
- b. No trash, debris, garbage, unused motor vehicles, machinery 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 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 is the owner's responsibility at all times, to keep pets and live stock from being a nuisance.
- g. No fence shall be erected which does not meet standards set out by the Architectural Review Committee. Approval must be obtained in writing before commencing construction.
- h. No radio towers, wind generators or similar types of tall structures are to be erected. Satellite dishes may be permitted if they are small, of a color that blends with the environment and are not readily visible from subdivision roadways. The use of all satellite dishes must be approved by the Homeowners Committee prior to installation.
- i. No further division of the Northwestern Lake Development lots is permitted without approval from the Development Committee or the Homeowners Association.
- j. All burning of refuse is to be in strict accordance with governing laws. No on sight burning of any kind will be permitted between June 15th and November 1st.

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. If a land owner for a period of 5 years neglects to perform work to maintain said view then the option to do so will be lost. Expense in maintaining said view (i.e., topping and cropping) will be borne by the landowner seeking protection of his view.
- b. No trees 8 inches in diameter at breast height or larger (except dead or "blow-down" trees) shall be cut or removed without obtaining permission from the Homeowners Association.

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 needs of the subdivision (such as road, tree and ground maintenance, misc. 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. Invalidity of any one of these covenants by judgement or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

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Date: 3-9-93

Charles W. Seward

Vicky L. Seward

State of Iowa, County of Jefferson:

Signed by Charles W. Seward and Vicky L. Seward before me this 9th day of March, 1993.



Charlotte M. Fleig
Notary Public