

FILED FOR RECORD  
SKAMANIA CO. WASH.  
BY SKAMANIA CO. TITLE

DECLARATION OF COVENANTS, CONDITIONS  
AND RESTRICTIONS FOR  
HUNTINGTON & BEVERLY SHORT PLATS

JUL 22 20 PM '93

GARY H. OLSON

Registered ☒  
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SECTION I

BOOK 136 PAGE 430

THIS DECLARATION made on the date set forth below by DANIEL HUNTINGTON and STEPHANIE HUNTINGTON husband and wife applies to the lots in Huntington Short Plat and Beverly Short Plat as recorded in pages book of Short Plats, Skamania County, Washington, in which the Declarants have an interest.

NOW, THEREFORE, Declarants hereby declare that the property described above, shall be held, sold and conveyed subject to the following restrictions, covenants and conditions, which are for the purpose of protecting the value and desirability of and which shall run with the real property and be binding on all parties having any right, title or interest in the described properties or any part thereof, their heirs, successors and assigns and shall inure to the benefit of each owner thereof.

1.1 FARMING/ANIMALS. Small farming may be permitted, but there shall be no commercial raising of dogs, pigs, cattle, poultry, or fur-bearing animals, nor shall there be any kennels operated on a commercial basis. Household pets may not be kept, bred, or maintained for a commercial purpose. The Declarant or the owners of Huntington and Beverly Short Plat lots may at any time require the removal of any animal which it finds is disturbing other owners unreasonably. The owners may exercise this authority for specific animals even though other animals are permitted to remain. Any animal permitted to make excessive noise shall be removed.

1.2 OFF-ROAD VEHICLES/FIREARMS. No off-road vehicles, or similar recreational vehicles shall be driven within Huntington and Beverly Short Plat lots. No firearms shall be discharged within Huntington and Beverly Short Plat.

1.3 TEMPORARY STRUCTURES. No structure of a temporary character such as trailer shall be used, moved or placed on any Lot at any time as a residence or outbuilding, except that a mobile home may be used for a period of eighteen (18) months while a permanent residence is under construction.

1.4 MOBILE HOMES. The use, placement or storage of mobile

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homes, modular or prefabricated homes, or manufactured homes, or similar structures which are largely constructed off site as living units, is prohibited, regardless of the anticipated duration and location of such use or storage, except as allowed under Section 1.3 of this Article.

1.5 INOPERABLE AUTOMOBILES. Inoperable cars or other unsightly vehicles shall not be stored on any Lot in view of the roads or other Lots.

1.6 MAINTENANCE. The Owners of lot 3 of Huntington Short Plat and lots 2 and 3 of Beverly Short Plat are responsible for maintaining and repairing Beverly Road. The parties agree that the roadway shall be maintained in good condition. The Owners shall apportion the expense of maintaining and repairing the roadway in direct proportion to the length of roadway the owners use to access their respective building sites. PROVIDED, HOWEVER, in the event one of the Owners is constructing or improving a home or has reason to use equipment which would not ordinarily be used on the roadway, that Owner shall be responsible for the damages which may be caused as a result of his or her equipment and the repairs necessary to return the roadway to its condition before such damage.

## SECTION II

### Administration and Enforcement

2.1 COMPLIANCE. By acceptance of a deed to a lot, execution of a contract therefore, or any other means of acquisition of an ownership interest, whether or not it shall be so expressed in any such deed or other instrument, the owner covenants and agrees thereby, on behalf of himself and his heirs, successors and assigns, to observe and comply with the terms and conditions of this Declaration as they now exist and are hereafter amended.

2.2 RIGHT TO ENFORCE. Any Lot Owner or Association of Lot Owners shall have the right to enforce by proceeding at law or in equity all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration.

## SECTION III

## General Provisions

3.1 ENFORCEMENT. Should any covenant or restriction then in effect be violated, or should an attempt be made to violate any such covenant or restriction, any person owning a lot or parcel in Huntington and Beverly Short Plat owners or declarants, or his/her successor, may prosecute any proceeding in law or in equity to restrain or abate such violation against the responsible person. Costs, expenses and reasonable attorney fees incurred by the Huntington and Beverly Short Plat owners shall constitute a lien thereon.

3.2 SUBORDINATION. Any breach of the covenants and restrictions contained herein, a re-entry by reason thereof, or judgment or lien resulting therefrom shall be subordinate to any mortgage or Deed of Trust heretofore or hereafter executed in good faith and or value encumbering a unit or parcel and shall be binding upon and effective against a subsequent purchaser thereof.

3.3 SEVERABILITY. Invalidation by judgment or decree by any court of any one or more of these restrictive covenants herein defined or as hereafter duly amended shall in no way affect any of the remaining provisions which shall remain in full force and effect.

3.4 BINDING EFFECT. The provisions contained in this Declaration, as herein defined or as hereafter duly amended, shall bind and inure to the benefit of and be enforceable by, the Declarants, the owner or owners of any lot or parcel in Huntington and Beverly Short Plats and his/her respective representatives, successors, or assigns.

3.5 NON-WAIVER. Failure or delay to enforce any covenant or restriction shall not be deemed a waiver of the right to do so.

3.6 COVENANT RUNNING WITH THE LAND. It is intended that these Declarations and Restrictions shall be operative as a set of covenants running with the land and touching and concerning the land, or equitable servitudes, supplementing and interpreting these Declarations and Restrictions, and operating independently of the Declarations and Restrictions should the Declarations and Restrictions be, in any respect, inapplicable.

3.7 PERSON, ETC. When interpreting these Declarations and Restrictions, the term "person" may include natural persons, partnerships, corporations, associations, and personal representatives. The term "mortgage" may be read to include deed

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of trust. The singular may include the plural and the masculine may include the feminine, or vice versa, where the context so admits or requires.

3.8 TERMS. All of the restrictions, covenants and agreements herein contained shall apply to all lots in Huntington and Beverly Short Plat and shall be binding upon all parties claiming under Declarants until January 1, 2023.

IN WITNESS WHEREOF, Declarant has executed this Declaration this 15<sup>th</sup> day of July, 1993.

DECLARANT:

By: [Signature]  
DAN HUNTINGTON

By: [Signature]  
STEPHANIE HUNTINGTON

STATE OF WASHINGTON )  
County of Skamania ) :SS

On this day personally appeared before me, DAN HUNTINGTON and STEPHANIE HUNTINGTON known to be Declarants of Huntington and Beverly Short Plat, and acknowledged that they signed the same as their free and voluntary act and deed for the uses and purposes therein mentioned.

WITNESS my hand and official seal hereto affixed the day and year first above written.

[Signature]  
NOTARY PUBLIC for the State  
of WA residing at: Vancouver  
My Commission Expires: 3-14-95  
DONNA K. JEWELL  
NOTARY PUBLIC  
MARCH 14, 1995  
STATE OF WASHINGTON