FILED FOR RECORD SKAMANIA CO. WASH. BY Sandra Blown

Jan 18 4 01 PH 195 P. Johnson

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SEB PROTECTIVE COVENANTS

AUDITOR CARY M. OLSON

1. WE THE LANDOWNERS DECLARE THE FOLLOWING LIMITATIONS, RESTRICTIONS AND USES TO WHICH THE BLOUIN SHORT PLAT SHALL BE SUBJECT TO 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 PROPERTY AND ALL SUCCESSIVE FUTURE OWNERS SHALL HAVE THE SAME RIGHTS TO INVOKE AND ENFORCE THE PROVISIONS HEREOF AS ORIGINAL SIGNERS. THE LEGAL DESCRIPTION TO WHICH THESE COVENANTS APPLY IS:

## TWP 3M RGE.8E, WM LOTS 1,2,3,4 4

AND BY THIS REFERENCE INCORPORATED HEREIN AS THOUGH FULLY SET FORTH.

- THE PURPOSE OF THESE RESTRICTIONS IS TO ENSURE THE USE OF THE PROPERTY FOR ATTRACTIVE RESIDENTIAL PURPOSES TO PREVENT NUISANCES, TO MAINTAIN THE DESIRED TONE OF THE COMMUNITY, AND 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 ADVANTAGE TO OTHER PROPERTY OWNERS. THEREFORE:
  - A. NO SINGLE WIDE MOBILE HOMES
  - B. DOUBLE WIDE OR LARGER MUST BE PIT SET WHEN PLACED ON PROPERTY
  - C. NO HOME OVER SIX YEARS OLD WHEN PLACED ON LOT
  - D. NO TRASH, DEBRIS, GARBAGE, MOTOR VEHICLES IN DISREPAIR, MOTOR VEHICLE PARTS, UNSIGHTLY OR OFFENSIVE MATERIAL, SHALL BE PLACED OR MAINTAINED UPON THE PROPERTY. ALL RUBBISH SHALL BE REGULARLY REMOVED FROM THE PROPERTY AND SHALL NOT BE ALLOWED TO ACCUMULATE FOR A TIME NOT TO EXCEED NORMAL GARBAGE PICK-UP.

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## 3. ENFORCEMENT

AFTER TEN (10) DAYS WRITTEN NOTICE TO THE LANDOWNER OF ANY VIOLATION OF THESE COVENANTS, ANY OR ALL OF THE OTHER LANDOWNERS SHALL BE ENTITLED TO SEEK ANY REMEDY AVAILABLE AT LAW INCLUDING A SUIT FOR MONEY OWED. THE PREVAILING PARTY IN SUCH A LAWSUIT SHALL BE ENTITLED TO A JUDGEMENT AGAINST THE NON-PREVAILING PARTY FOR ALL ATTORNEY'S FEES AND COSTS EXPENDED IN SUCH ACTION.

- 4. THE OWNERS OF BLOUIN SHORT PLAT HAS MADE NO PROMISES OR WARRANTIES, EXPRESSED OR IMPLIED, OTHER THAN STATED HEREIN. THE DEVELOPER EXPRESSLY DISCLAIMS THE ADEQUACY OF THESE COVENANTS AND RESTRICTIONS AND SPECIFICALLY ADVISES EACH PURCHASER TO REVIEW THE COVENANTS AND RESTRICTIONS TO DETERMINE FOR HIM/HERSELF THE ADEQUACY AND ENFORCEABILITY OF SAID COVENANTS AND RESTRICTIONS.
- 5. APPURTENANCE TO THE LAND

THIS AGREEMENT SHALL BE BINDING ON ALL HEIRS, SUCCESSORS OR ASSIGNS OF ANY LANDOWNER AND SHALL BE APPURTENANT TO THE PARCELS OF LAND HEREIN DESCRIBED.

## 6. SEVERABILITY

IF ANY PROVISION OF THIS AGREEMENT IS HELD INVALID FOR ANY REASON, THE REMAINDER OF THIS AGREEMENT IS NOT AFFECTED.

LANDONNER SILVE Slove DATE 1/18/95
LANDONNER Sandso & Blown DATE 1/18/95

ON THIS 18TH DAY OF JANUARY, 1995, PERSONALLY APPEARED BEFORE NE STEVE A. BLOUIN AND SANDRA K. BLOUIN, HUSBAND AND WIFE, WHO SIGNED THE ABOVE AS THEIR FREE AND VOLUNTARY ACT AND DEED FOR INTENDED PURPOSES.

DEBRA A. TENNION AND THE STATE OF WASHINGTON, ABSILING AT NORTH BONNEVILLE, WA 98639

HY APPOINTMENT EXPIRES 3/1/95