

DECLARATION OF COVENANTS,  
CONDITIONS AND RESTRICTIONS

124943

BOOK 156 PAGE 362

THIS DECLARATION made on this 28 day of MARCH, 1996, by LARRY BALDWIN and HELEN BALDWIN, husband and wife, PATRICIA KINCAID, a single person, and JAMES ROBSON, a single person, (hereinafter collectively referred to as "Declarant").

WHEREAS, Declarant is the owner or owners of certain real property in Skamania County, State of Washington, more particularly described in the legal description attached hereto as Exhibit "A" and incorporated herein by reference; and

WHEREAS, Declarant wishes to protect the value and desirability of the property described above;

NOW, THEREFORE, Declarant hereby declares that all of the property described above shall be held, sold and conveyed subject to the following restrictions, covenants and conditions, which shall run with the land, be binding upon and inure to the benefit of all parties, their heirs, successors and assigns, having any right, title or interest in the described properties or any part thereof.

ARTICLE I.  
Definitions

1. "Owner" shall refer to the record holder of a fee interest, grantors under a Deed of Trust, and contract purchasers who are in possession of a lot or any portion thereof. Declarant shall be considered the Owner of all lots which it has not yet sold or which it reacquires.
2. "Property" shall mean and refer to that certain real property hereinbefore described.
3. "Lots" shall mean and refer to any parcel of land of the Property.

ARTICLE II.  
Use Restrictions

1. Enjoyment of Property. The Owners shall use their respective properties to their own enjoyment in such a manner so as not to offend or detract from any other Owner's enjoyment of their own respective properties. The maintenance, upkeep and repair of lots shall be the sole responsibility of the individual owners. Owners shall maintain their lots and any and all appurtenances thereon in good order, condition and repair, and in a clean, sightly and sanitary condition at all times.

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS - Page 1

Prepared ☒  
Reviewed, Dir. ☒  
Reviewed ☒  
Reviewed ☐  
Reviewed ☐

BOOK 156 PAGE 363

2. Derogation of Law. No owner shall carry on any activity of any nature whatsoever on his property which is in derogation or violation of the laws, statutes or ordinances of the State of Washington, Skamania County, municipality or any other applicable governmental agency.

3. Animals. There shall be no commercial farming and animal husbandry operations on any lots. Small hobby farming shall be permitted, as well as the raising of show animals, provided such activity creates no visual, auditory or aesthetic nuisance or annoyance to the neighborhood.

4. Commercial Activity. There shall be no commercial activity by the Owners, except for the construction and sale of single-family homes and related activity; provided however, that specified home businesses and home occupations may be conducted, if allowed by law, and if such business and occupation will not cause traffic congestion or other disruption or create a nuisance or annoyance to the neighborhood.

5. Nuisances. No noxious or offensive activity shall be carried on upon the Property or Lots nor shall anything be done thereon which may become a nuisance, as such is defined by the laws of the State of Washington or Skamania County.

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

7. Trash and Trash Containers. All garbage or trash containers must be stored within a permanent structure where they are not visible from outside the premises. No trash, garbage, discarded equipment, rubbish, ashes, yard rakings or other materials resulting from landscaping activity, or other refuse and debris, shall be thrown, dumped, or allowed to accumulate on any Lot, building site, street or driveway.

8. Structures. When construction on any Lot has begun, it must be pursued to completion with due diligence and shall be finished within twelve (12) months from the issuance of the building permit. No single-family residential building shall be erected, placed or permitted to remain on any Lot which is not less than 1440 finished square feet of livable enclosed floor area for a single story dwelling, and not less than 750 square feet of livable enclosed floor area per level for a two story dwelling, and not less than 1500 square feet of livable enclosed floor area for a split-level dwelling, exclusive of opened or screened porches, basements, terraces, patios or garages.

9. Mobile Homes. The use of modular or prefabricated homes, or manufactured homes, or similar structures, which are largely constructed off site as living units, are allowed to be placed on



BOOK 156 PAGE 365

3. Collection and Lien Rights. All Owners may recover and collect the funds for maintenance and repairs, as the majority so agrees. Any Owner who fails to pay any agreed expenses of the roadway may be liable for any and all costs associated with the collection of the funds, including statutory interest and attorney fees, and may be subject to a lien of the Lot by the other Owners or Association of Lot Owners.

ARTICLE IV.  
Administration and Enforcement

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, the Owner, his heirs, successors and assigns, covenants and agrees to observe and comply with the terms and conditions of this Declaration, as they now exist and are hereafter amended.

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.

3. Disclaimer of Liability. The Lot Owners shall not be liable to any person for acts and omissions done in good faith in the interpretation, administration and enforcement of this Declaration.

4. Attorneys Fees and Costs. In the event suit or action is instituted to enforce any terms of this Declaration or to collect unpaid assessments, the prevailing party shall be entitled to recover from the other party such sum as reasonable attorney fees and costs, in addition to all other sums provided by law.

ARTICLE V.  
Amendment

The covenants and restrictions of this Declaration shall run with and bind the land for a term of twenty (20) years from the date this Declaration is recorded, after which time said covenants shall be automatically extended until terminated by an instrument which has received the signatures of at least seventy-five percent (75%) of the Owners. This Declaration may be amended during the term of the Declaration by an instrument which has received the signatures of at least fifty-one percent (51%) of the Owners.

ARTICLE VI.  
General Provisions

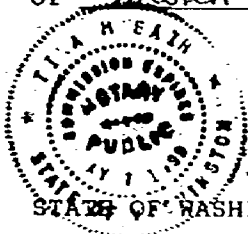
1. Severability. Invalidation of any one of these covenants, reservations or restrictions shall in no way affect or invalidate any other provision, and shall remain in full force and effect.

BOOK 156 PAGE 367

STATE OF WASHINGTON )  
:SS  
County of Clark )

On this day personally appeared before me, Patricia J. Kincaid, to me known to be the individual described in and who executed the same, and acknowledged that she signed the same as her free and voluntary act and deed for the uses and purposes therein mentioned.

WITNESS my hand and official seal hereto affixed this 28<sup>th</sup> day of March, 1996.

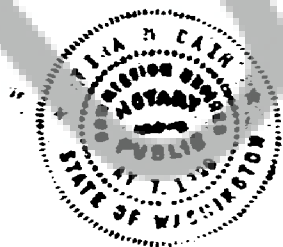


Dina M. Bair  
NOTARY PUBLIC for Washington  
My Commission expires: May 7, 1999

STATE OF WASHINGTON )  
:SS  
County of Clark )

On this day personally appeared before me, James Robson, to me known to be the individual described in and who executed the same, and acknowledged that he signed the same as his free and voluntary act and deed for the uses and purposes therein mentioned.

WITNESS my hand and official seal hereto affixed this 28<sup>th</sup> day of March, 1996.



Dina M. Bair  
NOTARY PUBLIC for Washington  
My Commission expires: May 7, 1999



Order No. 40318

Exhibit "A"

BOOK 156 PAGE 369

The North half of the Southwest quarter of the Southeast quarter and the North Three-quarters of the Southeast quarter of the Southeast quarter EXCEPT the East 20 acres thereof deeded to Central Catholic High School by Deed recorded November 29, 1984 in Book 84 at page 148, all in Section 30, Township 2 North, Range 5 East of the Willamette Meridian, Skamania County, Washington.

Tax Lot # 1800