

Filed for Record at request of:

RUSSELL D. GAYNOR
PO Box 1176
White Salmon, WA 98672

FILED FOR RECORD
SKAMIA CO. WASH
BY *Russ Gaynor*

OCT 31 1 03 PM '96

P. L. L. L.

AUDITOR
GARY H. OLSON

Rancho Del Oro Short Plat Protective Covenants

126609

BOOK 160 PAGE 547

WHEREAS, RUSSELL D. GAYNOR, owner of the Rancho Del Oro Short Plat, declares that the following limitations, restrictions and uses to which the Rancho Del Oro Short Plat shall be subject shall constitute Covenants to run with the land and shall be binding on all parties and all persons claiming under them; and

WHEREAS, said Covenants shall be for the benefit of and shall constitute limitations on all present and future owners of the property herein described; and

WHEREAS, all successive future owners of said lots shall have the same rights to invoke and enforce the provisions hereof as original signers; and

WHEREAS, 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 the property than is necessary to ensure the same advantage to other property owners.

WITNESSETH:

1. LEGAL DESCRIPTION. The legal description to which these Covenants apply is as follows:

Lots 1, 2, 3 and 4 of the Rancho Del Oro Short Plat located in the Southwest quarter of Section 25, Township 3 North, Range 7 East of the Willamette Meridian, Skamania County, Washington.

a map of which is affixed hereto labeled "ATTACHMENT #1" and incorporated herein as Page 3 of this document.

2. STRUCTURE LIMITATIONS. No single-wide mobile home(s) may be placed on any lot. Double-wide or larger manufactured homes must be affixed to the ground in standard "pit set". No manufactured home that is five (5) years or older at the time of placement may be placed on any lot.
3. TRASH REMOVAL. No trash, debris, garbage, motor vehicles in disrepair, motor vehicle parts, or other unsightly or offensive material shall be placed or

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Noted ☒

- maintained upon any lot. All rubbish shall be regularly removed and shall accumulate no longer than required for normal garbage pick-up service.
4. PLACEMENT LIMITATIONS. All structures shall conform to Skamania County zoning regulations and building codes and placement shall be approved and/or inspected by planning and building inspection officials.
 5. ANIMALS AND PETS. Animals and/or pets belonging to any landowner shall be kept contained sufficiently to prevent nuisance to others, and shall create neither noise nor odor that would be offensive to others.
 6. REMEDY FOR BREACH OF COVENANTS. If any landowner fails to observe or perform any term or condition of this Covenant, any or all of the other landowners may, after ten (10) days' written notice, institute suit for damages or specific performance unless the breaches designated in said notice are cured. The prevailing party in any suit instituted arising out of these Covenants shall be entitled to receive reasonable attorney's fees and costs incurred in such suit or proceedings.
 7. LIMITS TO COVENANTS. The owner of the Rancho Del Oro Short Plat has made no promises or warranties, expressed or implied, other than as stated herein. Owner specifically disclaims the adequacy of these Covenants and restrictions, and herewith advises each purchaser to review these Covenants to determine for him/herself their adequacy and enforceability.
 8. APPURTENANCE TO THE LAND. These Covenants shall be binding on all heirs, successors and assigns of any landowner, and shall be appurtenant to the parcels of land herein described.
 9. SEVERABILITY. If any provision of these Covenants is, for any reason, found to be invalid, the remainder of the provisions shall not be affected.

DATED: 10-31-96

Russell D. Gaynor
 RUSSELL D. GAYNOR, Landowner

STATE OF WASHINGTON)
 County of Skamania) ss.

On this day personally appeared before me RUSSELL DENNIS GAYNOR, 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 31st day of October, 1996.



Joseph F. Udall
 Notary Public for the State of Washington
 Residing at Stevenson
 My commission expires 9-26-97

126307

RANCHO DEL ORO SHORT PLAT IN N1/2 SW1/4 SECTION 25, T 3 N,

