

DECLARATION OF RESTRICTIONS, RESERVATIONS,  
AND RESTRICTIVE COVENANTS  
OF  
MAPELLI-PINNELL SHORT PLAT  
TO  
THE PUBLIC

FILED FOR RECORD  
SKAMANIA CO. WASH  
BY Planning Dept.

Nov 25 2 48 PM '96

*P. Lawry*  
AUDITOR  
GARY H. OLSON

126775

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The undersigned propose to improve and develop that certain  
real property situated in the County of Skamania, State of  
Washington, to-wit: *see exhibit A @mv sm cyp*

~~MAPELLI - PINNELL short plat in NW 1/4 NW 1/4 Sec. 11 T.1N.,  
R.5E, W.M.~~

which includes Lots 1, 2 and 3 of said short plat, in Skamania  
County, State of Washington.

The undersigned desire to subject and declare of public  
record its intention to bring said property under the operation  
of certain covenants, reservations, restrictions and agreements  
for the benefit of said property and its present and subsequent  
owners, as hereinafter specified.

NOW, THEREFORE, the undersigned owners do hereby declare  
that the following covenants, reservations, restrictions and  
agreement shall become a part of said plat by this reference and  
shall apply thereupon as fully and to the same effect as if set  
forth at large therein and shall become and are hereby made a  
part of all conveyances of property within said plat.

These covenants, reservations, restrictions and agreements  
shall run with the land and shall be binding upon all parties and

Page 1 - DECLARATION OF RESTRICTIONS, RESERVATIONS, AND  
RESTRICTIVE COVENANTS OF MAPELLI-PINNELL SHORT PLAT

Registered ☒  
Indexed, Dir ☒  
Indirect ☒  
Filmed ☐  
Mailed ☐

all persons owning lots in the MAPELLI-PINNELL short plat and these declarations, covenants, reservations, restrictions and agreements shall be perpetual.

If the owners of such lots or any of them, or their heirs or assigns, shall violate any of the covenants hereinafter set out, it shall be lawful for any other person owning real property situate in such short plat to prosecute any proceedings at law or in equity against the person or persons violating any of such covenants either to prevent him from doing so or to recover damages for such violation or both.

Invalidation of any of these covenants by judgment or court order shall in no way affect any of the other provisions, which shall remain in full force and effect.

These covenants described herein apply to all lots in the MAPELLI-PINNELL short plat.

1. Residential Use. No lot or lots in the MAPELLI-PINNELL short plat shall be used for other than residential use or for art studio or similar non-commercial uses. There shall not exist on any lot at any time more than one residence. No building or structure intended for or adapted to business purposes shall be erected, placed, permitted or maintained on such premises, or any part hereof. Said lots are to be used for single-family residences and/or other appropriate out-buildings not intended for commercial types of use which generally invite the public to the property. This provision is not intended to restrict the use of the property for creation of art objects or other private



creative enterprises.

2. Unit Quality and Architecture. Architectural plans shall be approved by the undersigned or their heirs, assigns or representatives, and after construction of said project, any substantial remodel, change of design or theme or additional outbuildings shall be approved by a majority of the lot holders of MAPELLI-PINNELL short plat.

3. Nuisances. No lot shall be used in whole or in part for the storage of rubbish of any character whatsoever, nor for the storage of any property or thing that will cause such a lot to appear in an unclean or untidy condition or that will be obnoxious to the eye; nor shall any substance, thing or material be kept upon any lot that will emit foul or obnoxious odors, or that will cause any noise that will or might disturb the peace, quiet or comfort of the occupants of the surrounding property. Trash, garbage or other waste shall not be kept except in sanitary containers.

4. Signs. No sign of any kind shall be displaced to the public view of any lot except one professional sign of not more than one square foot, lawn signs for political candidates, one sign of not more than five square feet advertising the property for sale or rent.

5. Screening. It is the intent of the declarants and all those taking by, through or from them, that the owners or those using by or through them shall be required to adequately screen their structures and any out-buildings or objects including

vehicles from view between the lots or from the private road. Such screening should consist of natural materials including trees, vegetation and earth berms or such fencing as may be approved by all of the lot owners.

6. Livestock and Poultry. No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats or other household pets may be kept provided that they are not kept, bred or maintained for any commercial purposes.

7. Taxes and Governmental Limitations. Any conveyance of such property is made subject to taxes and other assessments, if any, levied or assessed against the property in the year in which it is conveyed and subject to all restrictions and limitations imposed by governmental authority.

8. Special Conditions. The undersigned as declarants agree that said property may not be further divided pursuant to a decision by the Director of the Columbia River Gorge Commission, File Number C92-0216-S-G-12, Page 9, Paragraph 1, and said restriction shall be recorded with these declarations and made a part of the final plat map.

9. Easements. The undersigned as declarants and those taking from them shall be required to provide easement(s) and to cooperate with the undersigned or those taking from them relating to the above-described property for purposes of providing utility, sewer, boundary adjustment for structural supports, or other similar access easement(s) to contiguous properties,



including the lots in the described short plat. The requirement to provide said easement(s) is subject to the understanding that any lot owner providing said easement(s) shall not be unreasonably inconvenienced in the granting of said easement(s) nor shall said easement(s) be required if it unreasonably detracts from the value of the property of said lot owner without fair and adequate compensation therefor.

10. Right to Contribution Runs With the Land. The right of any lot owner to contribution from any other lot owner under this article shall be appurtenant to the land and shall pass to such lot owner's successors in title.

11. Remedies for Violations - Invalidations. For a violation or a breach of any of these Reservations and Restrictions by any person claimed by, through or under the subdivider, or by virtue of any judicial proceedings, the subdivider and the lot owners, or any of them, severally, shall have the right to proceed at law or in equity to compel a compliance with the terms hereof or to prevent the violation or breach of any of them. In addition to the foregoing right, the subdivider shall have the right, whenever there shall have been built on any lot any structure which is in violation of these Restrictions, to enter upon the property where such violation of these Reservations and Restrictions exists and summarily abate or remove the same at the expense of the owner, and any such entry and abatement or removal shall not be deemed a trespass. The failure to promptly enforce any of the Reservations and

Restrictions shall not bar their enforcement.

Should a lot owner fail, neglect or refuse to satisfy and discharge any lien arising hereunder within thirty (30) days of notice thereof, the subdivider, its successors and assigns, shall have the right to discharge said line(s) and receive interest on said line(s) at the rate of 10% per annum from the date of payment and shall be further entitled to receive all costs of collection from the lot owner, including a reasonable attorney's fee as incurred.

12. Arbitration. In the event of any dispute arising concerning a party wall, or under any other provisions of this document, each party shall choose one arbitrator, and such / / /

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arbitrators shall choose one additional arbitrator, and the decision of that additional arbitrator shall be binding upon all parties.

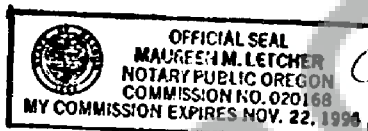
Elizabeth J. Mapelli  
Elizabeth J. Mapelli, as Trustee  
of the Elizabeth J. Mapelli  
Trust dated June 1, 1994 or as  
amended

Carol Pinnell  
Carol Pinnell

STATE OF OREGON

County of Multnomah } ss

PERSONALLY APPEARED the above-named Elizabeth J. Mapelli and acknowledged the foregoing to be her voluntary act and deed as Trustee of the Elizabeth J. Mapelli Trust dated June 1, 1994 this 29th day of November, 1994.

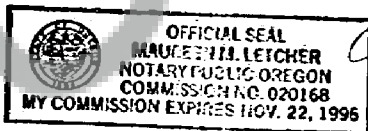


Maureen M. Letcher  
NOTARY PUBLIC FOR OREGON  
My Commission Expires: 11-22-96

STATE OF OREGON

County of Multnomah } ss

PERSONALLY APPEARED the above-named Carol Pinnell and acknowledged the foregoing to be his/her voluntary act and deed this 29th day of November, 1994.



Maureen M. Letcher  
NOTARY PUBLIC FOR OREGON  
My Commission Expires: 11-22-96

Exhibit A

Legal Description to read: Mapelli-Pinnell Short Plat in W1/2 W1/2 Sec.11, T.1N., R.5E., W. M., Lot 3 of the Barber Short Plat and Lot 3 of the LaRue Short Plat.

Elizabeth J. Mapelli Trustee

Elizabeth J. Mapelli, as Trustee of the Elizabeth J. Mapelli Trust dated June 1, 1994 or as amended.

Carol Pinnell  
Carol Pinnell

Sara T. Mapelli  
Sara T. Mapelli

Notary: Kelly C. Clem

State of Oregon

Multnomah County

8/17/99

