

DECLARATION OF RESTRICTIONS, RESERVATIONS,
AND RESTRICTIVE COVENANTS
FOR LOTS 1, 2 and 3 OF THE WM. BARBUR SHORT PLAT
TO
THE PUBLIC

126866

BOOK 161 PAGE 202

The undersigned propose to improve and develop that certain
real property situated in the County of Skamania, State of
Washington, to-wit:

WM. BARBUR 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 LOTS 1, 2 and 3 OF WM. BARBUR
SHORT PLAT

FILED FOR RECORD
SKAMANIA CO. WASH
BY *Liz Mapelli*

Dec 9 12 05 PM '96

P. Lowrey
AUDITOR
GARY H. OLSON

Registered ☒
Advised, Sir ☒
Signed ☒
Signed ☒
Signed ☒

BOOK 161 PAGE 203

all persons owning lots in the WM. BARBUR 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 WM. BARBUR short plat.

1. Residential Use. No lot or lots in the WM. BARBUR 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. 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.

3. 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.

4. 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.

5. 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.

6. 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.

7. Lot Line Adjustments. Because of the placement of the waterline, the lot owners agree to restrict lot line adjustments.

8. 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.

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9. 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.

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10. 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 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 (as to an undivided one-half interest as tenant in common Lot 3; as joint tenant with right of survivorship lot 1)

Sara Mapelli

Sara Mapelli, (as joint tenant with right of survivorship as to Lot 1)

Carol Pinnell

Carol Pinnell, an unmarried person (as to a one-half interest in Lot 2 and as to an undivided one-half interest as tenant in common Lot 3)

Brigit Pinnell

Brigit Pinnell, (as to a one-quarter interest in Lot 2)

Andre Pinnell

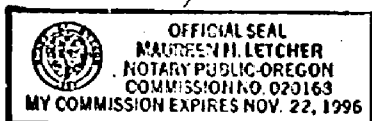
Andre Pinnell, (as to a one-quarter interest in Lot 2)

(continued on next page)

STATE OF OREGON)
County of Multnomah) ss

BOOK 161 PAGE 208

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

STATE OF OREGON)
County of _____) ss

PERSONALLY APPEARED the above-named Sara Mapelli and acknowledged the foregoing to be her voluntary act and deed this 31st day of December, 1994.

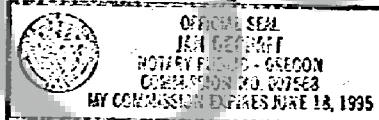
Sara M. Bass
NOTARY PUBLIC FOR OREGON Washington
My Commission Expires: May 95



STATE OF OREGON)
County of MULT.) ss

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

Jan Beecraft
NOTARY PUBLIC FOR OREGON
My Commission Expires:



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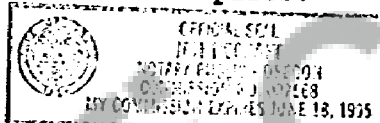
STATE OF OREGON)
County of MULT.) ss

BOOK 161 PAGE 209

PERSONALLY APPEARED the above-named Brigit Pinnell and
acknowledged the foregoing to be her voluntary act and deed this
29 day of NOV., 1994.

Jan Becraft
NOTARY PUBLIC FOR OREGON
My Commission Expires:

STATE OF OREGON)
County of MULT.) ss



PERSONALLY APPEARED the above-named Andre' Pinnell and
acknowledged the foregoing to be his voluntary act and deed this
29 day of NOV., 1994.

Jan Becraft
NOTARY PUBLIC FOR OREGON
My Commission Expires:

