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BOOK 166 PAGE 815

FILED FOR RECORD
SKAMANA CO. WASH
BY Planning Dept.

JUL 2 11 19 AM '97

P. Laury
AUDITOR
GARY H. OLSON

RETURN ADDRESS:

Jim Boaz
Box 96
Underwood, WA 98651

Please Print or Type Information.

Document Title(s) or transactions contained therein:

1. Protective covenants for Branson Short Plat
- 2.
- 3.
- 4.

GRANTOR(S) (Last name, first, then first name and initials)

1. Jim Boaz
2. Carolyn Boaz
3. Matt Branson
- 4.

☐ Additional Names on page _____ of document.

GRANTEE(S) (Last name, first, then first name and initials)

1. Skamania county
- 2.
3. Branson Short Plat
- 4.

☐ Additional Names on page _____ of document.

LEGAL DESCRIPTION (Abbreviated: I.E., Lot, Block, Plat or Section, Township, Range, Quarter/Quarter)

Section 22, T3N, R10E W.M.

☐ Complete legal on page _____ of document.

REFERENCE NUMBER(S) Of Documents assigned or released:

Vol 3 of Short Plats on Page 302

☐ Additional numbers on page _____ of document.

ASSESSOR'S PROPERTY TAX PARCEL/ACCOUNT NUMBER

3-10-22-190

☒ Property Tax Parcel ID is not yet assigned.

☐ Additional parcel #'s on page _____ of document.

The Auditor/Recorder will rely on the information provided on the form. The Staff will not read the document to verify the accuracy or completeness of the indexing information.

PROTECTIVE COVENANTS AND RESTRICTIONS FOR
BRONSON SHORT PLAT

The following reservations, conditions, and covenants shall by reference become a part of any such conveyance and shall apply thereto as fully and with the same effect as is set forth at large therein.

1. Manufactured Homes. no mobile or manufactured homes shall be placed on any lot.

2. Maintenance of Lots and Homes. Each Owner shall maintain his Lot and all improvements in a clean and attractive condition, in good repair and shall not create a nuisance, unpleasant or unattractive appearance or fire hazard. In addition, each Owner shall keep all shrubs, trees, grass and plantings on his Lot neatly trimmed, properly cultivated and free of disease, trash, weeds and other unsightly material.

3. Animals. No animals, livestock or poultry of any kind shall be raised, bred, kept or permitted within any Lot other than a reasonable number of pets which are not kept, bred or raised for commercial purposes and which are reasonably controlled so as not to create a nuisance from noise, odor, insects, dust, etc.

4. Nuisance. No noxious, harmful or offensive activities shall be carried on upon any Lot or Street, nor shall anything be done or placed on any Lot or Street which interferes with or jeopardizes the enjoyment of other Lots, or which is a source of annoyance to residents.

5. Vehicles in Disrepair. No Owner shall permit any vehicle which is in an extreme state of disrepair to be abandoned or to remain parked upon any Lot or on any Street for a period in excess of forty-eight (48) hours.

6. Rubbish and Trash. No Lot or part shall be used as a dumping ground for trash or rubbish of any kind. All garbage and other waste shall be kept in appropriate containers for proper disposal and out of public view and regularly removed from the property.

7. Antennas and Satellite Dishes. Exterior antennas, satellite dishes with a surface diameter less than thirty (30) inches or other devices for the transmission or reception of television, radio or other forms of sound or electromagnetic radiation may be placed on any lot so long as they are not visible from the Street and are screened from the yard, deck, patio or Home or any other Lot.

8. Exterior Lighting or Noisemaking Devices. All exterior lighting and noisemaking devices shall only be installed and used so that they do not cause any annoyance to other property owners.

9. National Scenic Act Conditions. All conditions and restrictions described in the NSA decision and recorded in Book 164 Page 999 - 1002 shall be strictly followed by all property owners.

10. Utilities. All utilities are to be installed underground.

These restrictions, reservations and covenants herein contained are exclusive but are in addition to any building restrictions and or regulations, lot use, sanitary regulation, sewage disposal, water ordinance of the Community of Underwood, Washington, presently in effect or hereafter enacted, which ordinance or parts thereof are by reference made a part hereof.

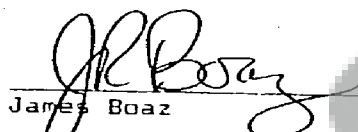
A. These restrictions and covenants shall run with the land herein above described and be binding upon all purchasers thereof, and all persons claiming under them.

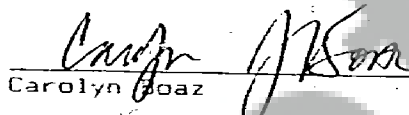
B. In the event of any violation of these covenants and restrictions, the then owner or owners of any said lots shall have the right to sue for and obtain an injunction to prevent the violation thereof, or enforce the observance thereof such right being an addition to the right to claim ordinary legal damages by reason of any violations, and the failure of the owner or owners of said lots to enforce any of the restrictions herein set forth at the time of violation shall not be deemed to be a waiver of the right to do so thereafter, or for subsequent or other violations.

C. Invalidity of any of these covenants by judgement or court order shall in no way affect any of the other provisions which shall remain in full force and effect.

D. The developer 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 himself or herself the adequacy and enforceability of said covenants and restrictions.


Matthew Bronson


James Boaz


Carolyn Boaz