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FILED FOR RECORD
SKAMMING CO. WASH
BY SCALANDA CO. TITLE

JUL 17 2 32 PM '97

P. Olsson
AUDITOR
GARY H. OLSON

AFTER RECORDING MAIL TO:

Name Gary & Judith Hegewald
Address PO Box 1039
City/State Stevenson, WA 98648

Document Title(s): (or transactions contained therein)

1. Covenants, Conditions & Restrictions
- 2.
- 3.
- 4.

Reference Number(s) of Documents assigned or released:

The Gary Hegewald Short Plat #1 *B2 p 187*

☐ Additional numbers on page _____ of document

Grantor(s): (Last name first, then first name and initials)

1. Gary R. Hegewald
2. Judith Hegewald
- 3.
- 4.

5. ☐ Additional names on page _____ of document

Grantee(s): (Last name first, then first name and initials)

1. The Public
2. *Hegewald Short Plat No. 1*
- 3.
- 4.

5. ☐ Additional names on page _____ of document

Abbreviated Legal Description as follows: (i.e. lot/block/plat or section/township/range/quarter/quarter)

N $\frac{1}{2}$ of S8, T3N, R8E

☐ Complete legal description is on page 3 of document

Assessor's Property Tax Parcel / Account Number(s):

03-08-08-0-0-0215-00
03-08-08-0-0-0216-00
03-08-08-0-0-0217-00
03-08-08-0-0-0218-00

NOTE: The auditor/recorder will rely on the information on the form. The staff will not read the document to verify the accuracy or completeness of the indexing information provided herein.



Reviewed ☒
Indexed ☒
Indirect ☒
Signed ☒
Noted ☒

COVENANTS, CONDITIONS AND RESTRICTIONS
OF
THE GARY HEGEWALD SHORT PLAT #1

The following covenants, conditions and restrictions shall run with the land, shall be binding upon and enure to the benefit of all parties hereto, their successors and assigns, and all persons claiming through them and shall be a part of all transfers and conveyances of the property within such platted areas as if set forth in full in such transfers and conveyances. Such covenants, conditions, and restrictions shall be binding and effective for a period of forty (40) years from the date hereof.

1. Definitions

1.1 Owner. Any person having any interest in any lot, including but not limited to, fee title, contract purchaser, lessee or tenant.

1.2 Mobile Home. Any structure that was ever licensed as a mobile home, whether or not it is placed on a foundation, and whether or not it is a single wide or wider.

1.3 Motor Vehicle. Any vehicle that has ever been licensed as a passenger vehicle, truck, or recreational vehicle.

1.4 Junk Vehicle. Any motor vehicle or boat that is inoperable by virtue of being dismantled or wrecked.

2. Placement

No owner shall place any mobile home upon any lot which is subject to these covenants, conditions and restrictions, nor allow anyone else to place any mobile home upon such lot.

3. Illegal or Prohibited Activity(ies)

No owner shall engage in any illegal or prohibited activity upon any lot which is subject to these covenants, conditions and restrictions, nor shall such owner permit anyone else to engage in such conduct.

4. Number of Motor Vehicles

No owner shall keep more than four (4) motor vehicles on any lot and all such vehicles must be operational and in running condition and not a junk or disabled vehicle, unless enclosed in a garage.

5. Legal Description

Attached as Exhibit "A"

6. Enforcement

The failure on the part of any of said parties affected by restrictions, at any time to enforce any of the provisions hereof, shall in no event be deemed a waiver thereof, or any thereof, or of any existing violations thereof; nor shall the invalidation of any of said reservations, conditions, agreements, covenants and restrictions by judgment or court order affect any of the other provisions hereof, which shall remain in full force and effect.

Should any suit or action be instituted by any of said parties to enforce any of said conditions, agreements, covenants and restrictions, or to restrain the violation of any thereof, after demand for compliance therewith or for the cessation of such violation, and failure to comply with such demand, then and in either of said events and whether such suit or action be reduced to decree or not, the party instituting such suit or action shall be entitled to recover from the defendants therein such sum as the court may adjudge reasonable attorney's fees in such suit or action, in addition to statutory costs and disbursements.

Dated this 15th day of July, 1997.


GARY B. HEGEWALD


JUDITH HEGEWALD

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A tract of land in the North Half of Section 8, Township 3 North, Range 8 East of the Willamette Meridian, in the County of Skamania, State of Washington, described as follows:

Gary Hegewald Short Plat #1, recorded in Book 2 of Short Plats, Page 187, Skamania County Records

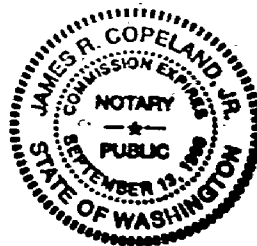
STATE OF WASHINGTON, } ss
 County of Skamania

ACKNOWLEDGMENT - Individual

On this day personally appeared before me Gary R. Hegewald & Judith Hegewald to me known

to be the individual(s) described in and who executed the within and foregoing instrument, and acknowledged that they signed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned

GIVEN under my hand and official seal this 15 day of July, 1997



James R. Copeland, Jr.
 Notary Public in and for the State of Washington,
 residing at Stevenson

My appointment expires September 13, 1999

STATE OF WASHINGTON, } ss
 County of

ACKNOWLEDGMENT - Corporate

On this ___ day of _____, 19___, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared _____ and _____ to me known to be the _____ President and _____ Secretary, respectively, of _____ the corporation that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that _____ authorized to execute the said instrument and that the seal affixed (if any) is the corporate seal of said corporation.

Witness my hand and official seal hereto affixed the day and year first above written.

Notary Public in and for the State of Washington,
 residing at _____

My appointment expires _____

WA-46A (11-96)

This jurat is page ___ of ___ and is attached to _____ dated _____