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FILED FOR RECORD  
SKAMANIA CO. WASH  
BY SKAMANIA CO. TITLE

JAN 29 3 20 PM '97

*G. Olson*  
AUDITOR  
GARY M. 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 #2  
Book 2, Page 188  
☐ 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.
- 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):**

03-08-08-0-0-0212-00  
03-08-08-0-0-0211-00  
03-08-08-0-0-0213-00  
03-08-08-0-0-0214-00

Examined ☒  
Indexed ☒  
Direct ☒  
Filed ☒  
Mailed ☒

**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.

COVENANTS, CONDITIONS AND RESTRICTIONS  
OF  
THE GARY HEGEWALD SHORT PLAT #2

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 15<sup>th</sup> day of July, 1997.

  
GARY R. 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 #2, recorded in Book 2 of Short Plats, Page 188, Skamania County Records



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STATE OF WASHINGTON, } ss

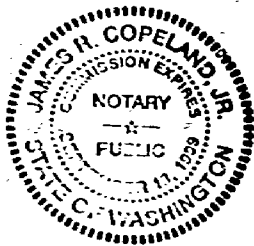
County of Skamania }

ACKNOWLEDGMENT - Individual

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

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