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BOOK 168 PAGE 434

Return Address:

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FILED FOR RECORD  
SKAMIA CO. WASH  
BY *Brian & Tina Nicklaus*

AUG 21 4 10 PM '97  
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AUDITOR  
GARY H. OLSON

Please Print or Type Information.

Document Title(s) or transactions contained therein:	
1. Covenants, Conditions, Restrictions	
2.	
3.	
4.	
GRANTOR(S) (Last name, first, then first name and initials)	
1. Nicklaus, Brian & Tina	
2.	
3.	
4.	
<input type="checkbox"/> Additional Names on page _____ of document.	
GRANTEE(S) (Last name, first, then first name and initials)	
1. Nicklaus Subdivision	
2. Subdivision No. SD-97-01	
3.	
4.	
<input type="checkbox"/> Additional Names on page _____ of document.	
LEGAL DESCRIPTION (Abbreviated: I.E., Lot, Block, Plat or Section, Township, Range, Quarter/Quarter)	
Lots 2-9 of the Nicklaus (Subdivision No. SD-97-01) Subdivision recorded in Book B of Plats on page 89.	
<input type="checkbox"/> Complete legal on page _____ of document.	
REFERENCE NUMBER(S) Of Documents assigned or released:	
Book B of Plats page 89	
<input type="checkbox"/> Additional numbers on page _____ of document.	
ASSESSOR'S PROPERTY TAX PARCEL/ACCOUNT NUMBER	<input checked="" type="checkbox"/>
3-7-36-3-3-301 thru 308	<input checked="" type="checkbox"/>
<input type="checkbox"/> Property Tax Parcel ID is not yet assigned.	
<input type="checkbox"/> 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.	

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COVENANTS, CONDITIONS AND RESTRICTIONS FOR  
NICKLAUS SUBDIVISION

ARTICLE I  
DEFINITIONS

**Section 1.** "Subdivision" shall mean and refer to the certain subdivision known as "Nicklaus Subdivision".

**Section 2.** "Property" shall mean and refer to all those lots comprising the Subdivision referred to in section 1 above.

**Section 3.** "Lot" shall mean and refer to any plot of land shown upon the recorded subdivision map of the property.

**Section 4.** "Member" shall mean and refer to every person or entity who owns a Lot in said Subdivision.

**Section 5.** "Owner" shall mean and refer to the recorded owner of the Lot without regard to individuals with security interests in the same. This exclusion shall include contract sellers.

**Section 6.** "Declarant" shall mean and refer to the original owners of the Subdivision.

**Section 7.** "Developer" shall mean and refer to Brian and Tina Nicklaus, husband and wife.

**ARTICLE II  
DECLARATION**

NOW, THEREFORE, the Declarant hereby declares that all of the property on said Schedule "A" shall be held, sold and conveyed subject to the following easements, restrictions, covenants, and conditions, all of which are for the purpose of enhancing and protecting the value, desirability and attractiveness of the real property. These easements, covenants, restrictions and conditions shall run with the real property and shall be binding on all parties having or acquiring any right, title or interest in the described property or any part thereof, and shall inure to the benefit of each owner thereof.

**MEMBERSHIP IN THE SUBDIVISION**

Every person or entity who is a recorded Owner of a fee, or undivided fee interest in a Lot within the Subdivision, which is subject by covenants of record to assessment by the Declarant, including contract purchasers, shall be a member of the Subdivision; provided, however, that if any Lot is held jointly by two or more persons, all such persons shall be members. The foregoing is not intended to include persons or entities who hold an interest merely as security. Membership shall be appurtenant to and may not be separated from ownership of, or a contract purchaser's interest in any Lot which is subject to assessment by the Declarant. Upon transfer of the fee interest to, or upon the execution and delivery of a real estate contract for the sale of (or an assignment of a contract purchaser's interest in) any Lot, membership in the Subdivision shall ipso facto be deemed to be transferred to the grantee, contract purchaser, or new contract purchaser, as the case may be.

**ARTICLE III  
COVENANT FOR MAINTENANCE ASSESSMENTS**

**Section 1. Purpose of General Assessments.** The general assessments shall be used exclusively for the purpose of improving any lot that has otherwise been left to deteriorate or,

for the purpose of promoting the recreation, safety and welfare of the residents of the properties, which may include, without limitation, the construction, establishment, improvements and repair for such purposes deemed appropriate by the Declarant in any area where the Owner of any Lot has refused to do so, all for which the Declarant or Lot Owner (with 2/3rds vote of other lot owners) may assert a lien against the appropriate Lot Owner.

**Section 2. Notice and Quorum.** Before the Declarant or Lot Owners shall take any of the actions outlined above with regard to assessments or liens, written notice of a meeting called for the purpose of taking such action shall be provided to all Lot Owners with all special notices given by certified mail, return receipt requested, to any Lot Owner against whom said lien would be operable. Said notice shall be given not less than thirty (30) days nor more than sixty (60) days in advance of any such meeting. No action shall be taken at any such meeting unless there are members present, or proxies, entitled to cast at least fifty-five percent (55%) of all the votes of the members. If the required quorum is not present, another meeting may be called subject to the same notice requirements, and the required quorum at the subsequent shall be the presence of members, or of proxies, enlisted to cast fifty percent (50%) of all the votes of the membership. No such subsequent meeting shall be held more than 45 days following the preceding meeting. Any action at the subsequent meeting may be taken if a quorum is present by a majority vote of such quorum present.

**Section 3. Date of Commencement of Assessment Due Dates.** The due date of any assessment authorized herein above shall be fixed by the Declarant or Lot Owner (with 2/3rds vote of other Lot Owners) by resolution authorizing such assessment.

**Section 4. Effect of Non-Payment of Assessments - Remedies.** If any assessment is not paid within thirty (30) days after it was due and payable, the Declarant or Lot Owners may bring an action at law against the Owner personally obligated to pay the same and / or foreclose the lien against the property, and reasonable attorney's fees of any such action shall be added to the amount of such assessment and all such sums shall be included in any judgment or decree entered in such suit. No Owner or contract purchaser shall be relieved of liability for the assessments provided for herein by non-use of, or abandonment of his lot.

**Section 5. Subordination of the Lien to Mortgage.** The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage (and to the lien of any second mortgage given to secure payment of the purchase price) now or hereafter placed on any Lot. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot which is subject to such first mortgage, or purchase money second mortgage, pursuant to a decree of foreclosure under such mortgage or in lieu of foreclosure thereof, shall extinguish the lien of such assessments as to payment thereof which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability from any assessments thereafter becoming due or from the lien thereof.

**ARTICLE IV  
ARCHITECTURAL CONTROL**

**Section 1. Dwelling Quality and Size.** The ground floor area of the main structure, exclusive of one-story open porches and garages, shall be not less than 1,400 square feet. Any dwelling or structure on any Lot shall be completed as to external appearance within one (1) year from date of commencement. Basic landscaping (lawn, driveway,) shall be completed within (2) years of commencement of construction of structures. Construction of all dwellings shall begin no later than five (5) years after the acquisition of the Lot by the Lot Owner and shall be completed no more than one (1) year after the original permit is issued.

**Section 2. Vacant Lot Assessment.** After the elapse of five (5) years from the initial sale of any lot, if a dwelling has not been completed and certified for occupancy, the Lot Owner shall be liable for a \$100.00 annual assessment, payable to the Declarant, each year until such completion and certification, unless waived by Declarant.

**Section 3. Mobile Homes.** In no event shall mobile homes or modular homes be allowed on said lots.

**Section 4. Lot Enlargement.** Any Lot Owner may combine two or more lots to provide for a single large lot, provided that the same is done in accordance with the Subdivision Ordinance and other land use laws of Skamania County and /or the State of Washington.

**Section 5. Height Restrictions.** To keep the view available to each home owner, only single story dwellings will be allowed. Roof peaks will be no higher than twenty (20) feet.

**ARTICLE V  
EXTERIOR MAINTENANCE**

In the event an Owner of any Lot in the properties shall fail to maintain the premises and the improvements situated thereon in a manner satisfactory to two-thirds (2/3rds) majority of the Lot Owners, the Declarant or assignee, after approval of two-thirds (2/3rds) vote by the Lot Owners, shall have the right, through it's agents and employees, to enter upon said parcel and to repair, maintain, and restore the lot and the exterior of the buildings and any other improvements thereon. The cost of such exterior maintenance shall be added to and become a part of the assessment to which such lot is subject.

**Section 1. Enjoyment of Property.** The Owners shall use their respective properties to their enjoyment in such a manner so as not to offend or detract from any other Owners enjoyment of their own respective properties. No power equipment, between the hours of 10:00 PM and 7:00 am. Music and other audio and video equipment and parties will quiet down during above said hours.

**Section 2. In Derogation of Law.** No Owner shall carry on any activity of any nature whatsoever on his property that is in derogation or in violation of the laws and statutes of the State of Washington.

**Section 3. Pets.** Owners shall observe and obey the laws applicable to the residents of the City of Stevenson pertaining to care, control (such as excessive barking, and keeping them home) and husbandry of pets. No farm animals shall be allowed.

**Section 4. Commercial Activity.** There shall be no commercial activity by the members of the Declarant Subdivision within the Properties of this Subdivision that will be offensive to other members in regards to noise, odors or unacceptable appearance of the property. The Declarant shall make the determination of approval or disapproval.

**Section 5. Temporary Structures.** No structure of a temporary character, such as a trailer or shack or other out-buildings, shall be used on any lot at any time as a residence, except during the construction of members' residence. This does not include motor homes or travel trailers belonging to guests who are staying thirty (30) days or less.

**Section 6. Nuisances.** No noxious or offensive activity shall be carried on upon any Properties, nor shall anything be done thereon which may become a nuisance as such is defined in the laws of the State of Washington.

**Section 7. Livestock and Poultry.** No animals or livestock or poultry of any kind shall be raised, bred or kept on any Lot except dogs, cats or other household pets that may be kept according to the provisions of Section 3 hereof.

**Section 8. Garbage and Refuse Disposal.** No Lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in a sanitary container. Inoperable vehicles shall not be allowed in any area open to view of other Members on adjacent properties.

**Section 9. Water Supply.** No individual water supply system shall be permitted on any Lot.

**Section 10. Antennas.** No radio or television antennas shall be placed on the exterior of any structure.

**Section 11. Views.** If any outbuilding or fence is planned, it shall be designed and

constructed in such a fashion so as not to materially obstruct the view of any other lot owner and, in no event shall any fence or hedge or screen be any greater than six (6) feet in height. Trees and shrubs may be grown over six (6) ft in height as long as they don't materially obstruct the view of other Lots. Line fences shall be erected on or along common property lines. If located on a property line it shall be maintained equally by lot owners of these common fences.

**Section 12. Parking requirement.** (City ord. 17.16.050). Off-street parking must be provided in accordance with the requirements of Chapter 17.42. Such required parking shall be located on the same lot as the dwelling it serves. No motor vehicle, recreational vehicle or equipment, or other equipment, whether operational or not, shall be parked, stored or otherwise located in a required side yard. (Ord. 894 (part), 1994).

#### ARTICLE VI GENERAL PROVISIONS

**Section 1. Enforcement.** The Declarant or any Owner, or the owner of any recorded mortgage upon any part of Said Property, with two-thirds (2/3rds) majority vote of all Owners, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens, and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Declarant, or by any Owner, to enforce any covenants or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. If any owner constructs or permits to be constructed on his property any improvement or allows the condition of his property to violate any provision of this Declaration, the Declarant or Owners, with two-thirds (2/3rds) majority vote, may no sooner than 60 days after delivery of written notice of the violation, enter upon the offending property and remove the cause of such violation, or alter, repair, or change the item which is in violation of such Declaration in such manner as to make it conform thereto with the reasonable cost of such action to be a charge against the owner's land.



**Section 2. Severability.** Invalidation of any one of these covenant or restrictions by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

**Section 3. Amendment.** The covenants and restrictions of this Declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by the Declarant or the Owner of any Lot subject to this Declaration, their respective legal representatives, heirs, successors, and assigns, for the term of twenty years from the date this Declaration is recorded, after which time said covenant shall be automatically extended for successive periods of ten (10) years. The covenant and restrictions of this Declaration may be amended during first twenty (20) year period by an instrument signed by not less than ninety percent (90%) of the Lot Owners, and thereafter by an instrument signed by not less than seventy-five (75%) of the Lot owners. Any proposed amendment must be consistent with the City of Stevenson Ordinances.

*Brian Nicklaw*

*Lina Nicklaw*

State of Washington )  
County of Skamania ) ss.

Subscribed and Sworn to before me this 21st day of August, 1997.

PEGGY B. LOWRY  
STATE OF WASHINGTON  
NOTARY PUBLIC  
MY COMMISSION EXPIRES 2-23-99

*Peggy B. Lowry*  
Notary Public in and for the State  
of Washington residing at Carson.  
My commission expires: 2/23/99