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SKAGWAY COUNTY WASH
BY *Kary Stephens*

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Gary
AUDITOR
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Return Address:

*P.K.S. Developers Inc
3281 Canyon Creek Rd
Washougal Wa 98671*

Please Print or Type Information.

Document Title(s) or transactions contained therein: 1. <i>Declaration of covenants and restrictions</i> 2. 3. 4.
GRANTOR(S) (Last name, first, then first name and initials) 1. <i>P.K.S. Developers Inc</i> 2. 3. 4. <input type="checkbox"/> Additional Names on page _____ of document.
GRANTEE(S) (Last name, first, then first name and initials) 1. <i>Public, The</i> 2. <i>Green Acres Subdivision</i> 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) <i>LOT 4 UNITS 1 thru 7 Greenacres Sub Division N. Bonneville Wa.</i> <input type="checkbox"/> Complete legal on page _____ of document.
REFERENCE NUMBER(S) OF Documents assigned or released: <i>Vol B Pg 82 AF 126217 9/13/96</i> <input type="checkbox"/> Additional numbers on page _____ of document.
ASSESSOR'S PROPERTY TAX PARCEL/ACCOUNT NUMBER <i>2-7-20-218</i> <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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DECLARATION OF COVENANTS AND RESTRICTIONS

For Real Property at 20 Park Place Units #1 through #7 lot 4 Greenacres Sub Division North Bonneville, Washington.

This declaration made this 21st day of January 1998 by K.W. Peterson, Kenneth Knapp and Henry Stephens doing business as: P.K.S. Developers, Inc. herein called declarant.

WITNESSETH:

Whereas declarant is the owner of the real property on Exhibit A attached hereto and incorporated herein and desiring to create thereon a planned community.

Declarant desires to provide for the preservation and enhancement of the property values, amenities and opportunities in said community and for the maintenance of the property to the covenants, restrictions, and easements, herein after set forth, each and all of which is and are for the benefit of the property, and each owner of any lot thereof.

Now Therefore, the Declarant declares that the "Property" Exhibit A: shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions and easements (Sometimes referred to as covenants and restrictions) hereafter set forth.

ARTICLE I

DEFINITIONS

Section 1 "Owner" shall mean and refer to the record owner, whether one or more persons or entities of a simple title to any lot which is a part of the Properties, including having such interest merely as security for the performance of an obligation.

Section 2 The "Property" shall mean and refer to all real property including lots.

Section 3 "Lots" shall mean each of the parcels of and described on Exhibit "A".

Section 4 "Streets" means any highway or other through-fare as shown on the recorded plat of Properties.

Section 5 "Declaration" shall mean these covenants and conditions and restrictions and all other provisions herein set forth in this entire document.

Section 6 "Declarant" shall mean and refer to K.W. Peterson, Kenneth Knapp and Henry Stephens, D.B.A. P.K.S. Developers, Inc., a Washington Corporation, its successor or assigns, or any successor or assign to a remainder of their interest in the development of the property.

Section 7 "Living Unit" shall mean and refer to any portion of a building situated upon the Properties designed and indented for use and occupancy as a residence.

Section 8 "Occupant" shall mean and refer to the occupant of a living Unit who shall be either the owner, lessee or any other person authorized by the owner to occupy the premises.

ARTICLE II

Property Subject To This Declaration

Section 1 Property The real property which is and shall be held, transferred, sold, conveyed and occupied subject to this Declaration is located in Skamania County, Washington and is more particularly described in "Exhibit A"

Section 2 Leases Each owner shall have the right to lease his lot and the improvements thereon. Any said lease shall be in writing and shall provide that it's terms shall be subject in all respects to the provisions of this Declaration and that any failure by the Lessee to comply with the provisions of said Declaration shall constitute a default under said lease. For purposes of this section, the term, "lease" includes without limitation, a month to month rental agreement. However, no lease or other agreement shall relieve the owner of responsibility and liability for compliance with these covenants.

ARTICLE III

PARTY WALLS

Section 1 General Rules of Law to Apply Each wall which is built as a part of the original construction of Living Units upon the Properties and placed on, or immediately adjacent to and parallel with the dividing line between the lots shall constitute a party wall, and to the extent not inconsistent with the provisions of the Article, the general rules of law regarding Party Walls and liability for property damage due to negligence or willful acts or omissions shall apply there to.

Section 2 Sharing Of Repair and Maintenance A party wall shall be maintained in a good and safe condition. The COST of reasonable repair and maintenance of a party wall shall be shared by the owners who make use of the wall in proportion to such use. The word "use" as referred to in this Article means ownership of a Living Unit or other structure which incorporates any part of such wall.

Section 3 Destruction by Fire or Other Casualty If a party wall is destroyed or damaged by fire or other casualty, the cost or repair shall be shared equally by the home owners, and shall be paid for by an insurance policy purchased by the Home Owners Association. In repairing or reconstruction of a party wall the Association shall have the right of access of the owners lot to the extent reasonably necessary to effect the repair or reconstruction. An owner who by his negligence or willful act causes the party wall to be damaged or destroyed shall bear the whole cost of repairing or replacement.

Section 4 Right to Contribution Runs With Land The right of any owner to contribution from any other owner under this Article shall be appurtenant to the land and shall pass to such Owners successors in title.

Section 5 Encroachments If any portion of a party wall or other part of a building or structure now or hereafter constructed upon said Property encroaches upon any part of the lot or lots used or designated for use by another lot owner and easement for the encroachment and for the maintenance of same is granted and reserved and all exist and be binding upon the Declarant and upon all present and future owners of any part of said Property for the benefit of the present and future owners of such encroaching building or structure for the purpose of occupying and maintaining the same. In the event a structure consisting of one or more living unit becomes partially or totally destroyed or in need of repair or replacement, mutual and reciprocal easements are granted and reserved and upon each dwelling unit and lot for repair. No such easement shall exist, however in respect to an encroachment caused by construction of any improvement on any lot after completion of construction of the original improvement thereon by the Declarant.

Section 6 Road Maintenance Agreement for the purpose of establishing a policy and procedure for maintenance of all roads common to the parcels of property described herein and between the Owners of record hereinafter referred to as "Owners" of the following described parcels as lots 1-2-3-4-5-6-7 Greenacres subdivision, N. Bonneville, Washington. The land owners agree to provide for the maintenance of all private roads common to the above described real property and in accordance with the "Road Maintenance Agreement" which will become a part of the "Declaration of Covenants and Restrictions."

ARTICLE IV

USE AND RESTRICTIONS AND ARCHITECTURAL CONTROLS

Section 1 City of N. Bonneville WA Restrictions All uses occupancy, construction and other activities conducted on any lot shall conform with and be subject to applicable zoning, use restrictions and building codes of the City of N. Bonneville, WA and further to the restrictions of all other applicable public authorities and to the extent the following restrictions may be in conflict therewith the same shall be deemed modified thereby.

Section 2 Affirmative Duty of Maintenance The Home Buyers Association shall be responsible for maintaining, and generally keeping in good order and repair the exterior of any improvements of any of the properties owned by the members of the association, and the association shall be responsible for maintaining the grounds, snow removal, planting and trimming trees and shrubbery, in a neat and proper condition consistent with good horticultural practices. It being the intention of this provision that the properties and improvements thereon shall be maintained by the Association thereof to provide for the preservation and enhancement of the property values of said community.

Section 3 Uniformity of Color and Decor Any application or repair by the Association to the exterior walls of the buildings or garages shall be of the color and decor as the original application. The same conditions shall apply to roof repair or replacement in order to maintain uniformity of color and decor.

Section 4 Land Use and Architectural Control

- A. No lot shall be used except for residential purposes.
- B. No building, fence, wall or other structure shall be commenced, erected or maintained upon the property nor shall any exterior addition to or change or alteration therein to be made until the plans and specifications showing the nature, kind, shape, height, materials, colors and locations of the same shall have been submitted to and approval in writing as to the harmony of external design and location to surrounding structures and topography by all owners of the property. If the owners cannot agree such matters may be referred to arbitration under provisions of Article VI Section 3 Arbitration. Such matters may be approved by the arbitrators if they find the proposed change is reasonable and consistent with the harmony of external design and location to the surrounding structures and topography.

Section 5 Use Restrictions The following restrictions shall be applicable to the use of any of the properties subject to this Declaration and each Owner is responsible hereunder with respect to any portion of the Properties owned by such Owner:

(A) No animals or fowls shall be raised, kept permitted upon the Properties or any part thereof, excepting only domestic dogs and cats and excepting caged pet birds kept within the dwelling house, provided said dogs, cats and pet birds are not permitted to run at large and are not kept, bred or raised for commercial purposes or in unreasonable numbers.

(B) No noxious or offensive activity shall be carried on upon the Properties or any part thereof, nor shall anything be done or maintained thereon which may be or become an annoyance or nuisance to the neighborhood.

(C) No inoperable automobile, trailer, camper, boat, and trailed camper and pickup shall be stored in the open on the street on any Lot for a period to exceed forty-eight (48) hours. All permanent storage for the items outlined above shall be provided by permanent garage, carport or suitable screened storage areas, approved by the Owners.

(D) No trash, garbage, ashes or other refuse, junk vehicle underbrush or other unsightly growths or objects, shall be thrown, dumped or allowed to accumulate on any portion of the Properties.

(E) No exterior clotheslines are allowed that can be seen from any streets or adjacent Lot.

(F) No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuilding shall be used on any

Lot at any time as a residence, either temporary or permanent.

(G) No sign shall be displayed to public view on any Lot except as follows:

1. One identification sign, not larger than 3/4 of one square foot
2. One sign not larger than four square feet advertising the Property for sale or Rent.

ARTICLE V

GENERAL PROVISIONS

Section 1 Duration The covenants and restrictions of the Declaration shall run with and bind the land and shall inure to the benefit of and be enforceable to the Owner of any Lot or Living Unit subject to this Declaration, their respective legal representatives, heirs, successors and assigns for a term of ten(10) years from the date this Declaration is recorded. After such term such covenants and restrictions shall be automatically extended for successive periods of ten(10) years unless an instrument signed by all the then Owners of the Lots and Living Units has been recorded agreeing to change said covenants and restrictions in whole or in part. The covenants and restrictions of this Declaration may be amended during the first ten (10) year period by an instrument signed by all Owners of the Lots. Any amendments must be properly recorded.

Section 2 Lessees and Other Invitees Lessees, invitees, contractors, family members and other persons entering the Properties under rights derived from an Owner shall comply with all of the provisions of these Declaration of Restrictions restricting or regulating the Owner's use and enjoyment of the Properties and shall be liable to any Owner under Section 3 hereof as though an Owner. The Owner shall be responsible for obtaining such compliance and shall be liable for any failure of compliance by such persons in the same manner and to the same extent as if the failure had been committed by such Owner.

Section 3 Arbitration. In the event of any dispute arising under the provisions of these covenants, each party shall choose one arbitrator, and such arbitrators shall choose an additional arbitrator, and the dispute shall be arbitrated by the arbitrators so designated in accordance with the rules of the American Arbitrators Association. The decision shall be by a majority of all the arbitrators and shall be binding on all parties thereto, their heirs, and assigns. The prevailing party shall be entitled to such arbitration fees from the losing party, including reasonable attorney's fees. The arbitrations award may provide for injunction relief, damages, or combination thereof.

Section 4 Enforcement. Any Owner shall have the right to apply to a court of competent jurisdiction for enforcement of the arbitration clause for temporary relief pending the outcome of arbitration. If an Owner fails to appoint an arbitrator within 21

days of receipt of notice of arbitration, an arbitrator may be appointed by the Court. Failure of any Owner to enforce any covenants of restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 5 Severability Invalidation of any one of these covenants or restrictions by judgement or court decree shall in no way affect any other provisions which shall remain in full force and effect.

Section 6 Amendment These covenants, or any provisions thereof may be amended or repealed as provided by the written consent of all the Owners of the Lots.

State of Washington)
County of Skamania)ss.

Henry Stephens
Sec. / *Adm P.K.S Inc.*

Subscribed and Sworn to before me this 26th day of January, 1998

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

Peggy B. Lowry
Peggy B. Lowry-Notary Public in and
for the State of Washington
residing at Carson.

UNOFFICIAL COPY

11

LAKESHORE TOWNHOUSES BUDGET

1. Road Agreement	\$700.00
2. Roof Amortized @ \$6,000 : 25 years	240.00
3. Asphalt Driveway \$10,000 : 20 Yrs	500.00
4. Repair/Replacement Vinyl Siding \$7,000 : 20 yrs	350.00
5. Snow removal	300.00
6. Repair/Replace Porches/Decks 7,000 : 20 years	350.00
7. Landscaping/outside lights/water	1,000.00
8. Misc. Labor	500.00
9. Secretary/Bookkeeping	600.00
10. Office Supplies/Telephone	300.00
11. Homeowners/Insurance	2,000.00
12. Unbudgeted items	500.00
Total Cost	\$7,340.00

Yearly cost per home owner \$1,048.56 Monthly \$87.38*

* Costs based on assumption that interest on deposits will equal or exceed inflation rates. Actual costs could be slightly higher or lower depending upon unforeseen factors including the participation of homeowners. Repairs, painting and refurbishing inside the units are the responsibility of the homeowner, and not the association. However, the homeowners could establish and account to cover those expenditures if they so desired.

000216