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BOOK 173 PAGE 503

FILED FOR RECORD  
SKANAWA CO. WASH.  
BY Planning Dept.

Feb 19 4 28 PM '98

O'Shary  
AUDITOR  
GARY H. OLSON

Return Address:

Skamania County Planning Dept.

Please Print or Type Information.

|                                                                                                                                                                                                                                                         |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Document Title(s) or transactions contained therein:<br>1. Declaration of Covenants & Restrictions.<br>2.<br>3.<br>4.                                                                                                                                   |
| GRANTOR(S) (Last name, first, then first name and initials)<br>1. Drott, David<br>2.<br>3.<br>4.<br><input type="checkbox"/> Additional Names on page _____ of document                                                                                 |
| GRANTEE(S) (Last name, first, then first name and initials)<br>1. Dave Drott Short Plat<br>2.<br>3.<br>4.<br><input type="checkbox"/> Additional Names on page _____ of document                                                                        |
| LEGAL DESCRIPTION (Abbreviated: IE, Lot, Block, Plat or Section, Township, Range, Quarter/Quarter)<br>Lots 1-4 Dave Drott Short Plat as recorded in Book 3 of Short Plats on Page 322.<br><input type="checkbox"/> Complete legal on page 5 of document |
| REFERENCE NUMBER(S) Of Documents assigned or released:<br>Vol 3 of Short plats on Page 322<br><input type="checkbox"/> Additional numbers on page _____ of document                                                                                     |
| ASSESSOR'S PROPERTY TAX PARCEL/ACCOUNT NUMBER<br>02-05-31-1-0-0200-00<br><input type="checkbox"/> Property Tax Parcel ID is not yet assigned.<br><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.                                                                        |

BOOK 173 PAGE 504

**DECLARATION OF COVENANTS AND RESTRICTIONS**

of

real property located in the County of Skamania, State of Washington, commonly known as:

Drott Short Plat  
as recorded in Book 3 Page 322 of Skamania County records  
described as follows:

See Exhibit "A" attached hereto and made a part hereof,  
hereinafter referred to as "the Property".

**RECITALS**

WHEREAS, Declarant is the owner of certain property known as Drott Short Plat located in the County of Skamania, State of Washington, more particularly described on Exhibit "a" attached hereto (hereinafter the "Subject Property"); and

WHEREAS, the Subject Property is an area of much natural beauty it is the desire and intent of Declarant to provide an atmosphere which will enhance and preserve such natural beauty for the enjoyment and convenience of persons living thereon. The covenants, conditions and restrictions established by this Declaration are intended to secure such objectives.

**DECLARATION:**

NOW THEREFORE, Declarant hereby declares that the subject Property shall be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions which are for the purpose of protecting the value and desirability of, and which shall run with, the real property and be binding on all parties having any right, title or interest in the described properties or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

1. **GENERAL PROVISIONS.** The following covenants, restrictions, reservations, conditions and agreements shall run with the land and shall be binding upon and enure to the benefit of all parties hereto, their successors and assigns, and all persons claiming upon them and shall be a part of all transfers and conveyances of the property within such planted areas as if set forth in full in such transfers and conveyances. Such reservations, conditions, agreements, covenants and restrictions shall be binding and effective for a period of thirty (30) years from the date hereof, at the end of which time they shall be automatically extended for successive periods of ten (10) years, unless an instrument signed by a majority of the then owners of the lots or tracts within such area has been recorded, agreeing to change said covenants and restrictions in whole or part; EXCEPT, however, if prior to such thirty (30) year date, it appears to the advantage of this area that these restrictions should be modified then

and in that event, any modification desired may be made by affirmative vote of sixty percent (60%) of the then owners of lots or tracts within Drott Short Plat and evidenced by suitable instrument filed for public record; or if such event occurs during the development periods such modification or waiver of non-conformity may be evidenced by special permission granted in writing by the primary developers, or their successors as developers without such vote of other owners, provided, however, that such modification or waiver shall not affect the provisions of Paragraph 2 below.

2. LAND USE AND BUILDING TYPE:

A. No lot shall be used except for residential purposes. NO building shall be erected, altered, placed or permitted to remain on any lot other than one detached single-Family dwelling not to exceed two (2) stories plus basement, together with a private garage for not less than two (2) cars. However, the foregoing provisions shall not be interpreted to exclude construction of a private greenhouse, private swimming pool, or shelter or porch for the protection of such swimming pool or for the storage of a boat and/or camping trailer kept for personal use, or a barn or toolshed, provided the location of such structures are in conformity with the applicable county regulations, and are compatible in design and decoration with the residence of such lot.

B. The total floor area of the dwelling, structure, exclusive of basement, open or screened porches and attached garages, shall be not less than 1300 square feet for a 1 story dwelling, and not less than 1900 square feet for 2 story dwelling. Split level dwellings shall contain a minimum floor area of 1900 square feet with all levels, exclusive of garage area within the dwelling unit, included in a computation of footage for such split level dwelling. For the purposes of interpretation of this paragraph, those dwellings with daylight basements shall be classified as two story, with the basement area included in the computation of footage.

C. Construction of any dwelling shall be completed, including exterior decoration, within one (1) year from the date of start of such construction. All lots shall subsequent to purchase from the developers and prior to the construction of improvements thereon, be kept in a neat and orderly condition and free of weeds, and the grass thereon cut or mowed at sufficient intervals to prevent creation of a nuisance or fire hazard.

3. NUISANCES. No noxious or offensive activity shall be carried on upon any lot nor shall anything be done thereon which may be or may become an annoyance or nuisance in the neighborhood. Yards and grounds shall be maintained in a neat and slightly fashion at all times. No parking or dismantling of inoperable vehicles shall be permitted on any lot. No trailers, motorhomes, boats or recreational vehicles shall be storage-parked in the public or private street area nor shall any trailer, motorhomes, boat or recreational vehicles be storage-parked within the front set-back area of any lot.

4. TEMPORARY STRUCTURES. No structure of a temporary character, including trailers, motor homes, boats or recreational vehicles of any type, basement, tent shack, garage, barn or other outbuilding shall be used on any lot at any time as residence either temporarily or permanently.

5. GARBAGE AND REFUSE DISPOSAL. No lot shall be used or maintained as a dumping for rubbish. Trash, garbage or other waste shall not be kept, except in sanitary containers, pending collection and removal. All incinerators or other equipment for the temporary storage or disposal of such material shall be kept in a clean and sanitary conditions.

6. NATURAL RESOURCES. No oil draining, oil development, oil refining, quarrying, or mining operations of any kind shall be permitted upon or in any lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any lot. No derrick or other structures designed for use in boring for natural gas shall be erected, maintained or permitted upon any lot, including wind generators. One television antenna is allowed and any radio or TV antenna or receptor shall be restricted to 20 feet in height.

7. **HAZARDOUS ACTIVITIES.** No activity shall be conducted on any property and on improvements constructed on any property which are or might be unsafe or hazardous to person or property. Without limiting the generality of the foregoing, Subject Property. No hunting will be allowed.
8. **TRACT SIZE.** No tract shall be divided into a parcel of less than five acres.
9. **OWNER'S RIGHT OF ROADWAY.** Each and every owner shall have the right and easement to the common roadways which shall be appurtenant to and shall pass with the title to every lot. The roadway easement is described on Exhibit "A".
10. **EXISTING STRUCTURES.** No existing structure shall be moved onto any lot in said subdivision.
11. **ENFORCEMENT.** The failure on the part of any said parties affected by these restrictions at any time to enforce any of the provisions hereof shall in no event be deemed a waiver thereof, or any thereof, or any existing violation thereof, nor shall the invalidation of any 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.
12. **FARMING/ANIMALS.** Should any suit or action be instituted by any of said parties to enforce any of said parties to enforce any of said reservations, conditions, 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 prevailing party in such suit or action shall be entitled to recover from the losing party therein such sum as the court may adjudge reasonable attorney's fees in such suit or action, in addition to statutory costs and distributions.
13. **ROAD MAINTENANCE.** Each owner of any lot by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to share in the cost of maintaining the common roadways and drainage of such in this subdivision as described on Exhibit "A", attached hereto and by this reference made a part hereof.

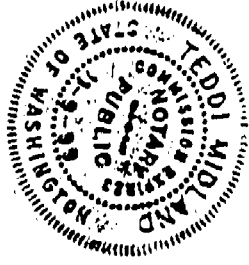
IN WITNESS WHEREOF, we have hereunto set our hands and seals this 24<sup>th</sup> day of October 1997.

*[Signature]*

STATE OF WASHINGTON )  
                                  : ss.  
COUNTY OF SKAMANIA )

I certify that I know or have satisfactory evidence that David Drott and  
are the persons who appeared before me, and said persons acknowledged that they signed  
this instrument and acknowledged it to be their free and voluntary act for the uses and purposes mentioned in the  
instrument.

DATED this 24<sup>th</sup> day of October, 1997



Teddi Midland

NOTARY PUBLIC for the State of Washington  
My Commission Expires 11-9-99

Teddi Midland

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