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BOOK 182 PAGE 52

FILED
SKAMANIA COUNTY, WASH.
Planning Dept
OCT 9 3 56 PM '98
BGarry
AUDITOR
GARY H. OLSON

RETURN ADDRESS:
RUSS GAYNOR
P.O. BOX 1176
WHITE SALMON, WA 98672

Please Print or Type Information.

Document Title(s) or transactions contained therein:
1. Fern Meadow Estates Short Plat
2. Protective Covenants
3.
4.

GRANTOR(S) (Last name, first, then first name and initials)
1. Russ Gaynor
2.
3.
4.
[ ] Additional Names on page _____ of document.

GRANTEE(S) (Last name, first, then first name and initials)
1. The Public
2. Fern Meadow Estates Short Plat
3.
4.
[ ] Additional Names on page _____ of document.

LEGAL DESCRIPTION (Abbreviated: i.e., Lot, Block, Plat or Section, Township, Range, Quarter/Quarter)
S ¼ Section 25, T3N, R7E W.M.
[ ] Complete legal on page _____ of document.

REFERENCE NUMBER(S) Of Documents assigned or released:
Vol. 3 Pg. 336 Short Plats
[ ] Additional numbers on page _____ of document.

ASSESSOR'S PROPERTY TAX PARCEL/ACCOUNT NUMBER
3-7-25-3-107
[ ] Property Tax Parcel ID is not yet assigned.
[ ] Additional parcel #'s on page _____ of document.

Entered
Indexed, Lot
Indexed
Mailed
Labeled

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.

Unofficial Document

Fern Meadow Estates Short Plat
Protective Covenants

WHEREAS, RUSSELL D.GAYNOR, owner of the Fern Meadow Estates Short Plat, declares that the following limitations, restrictions and uses to which the FERN MEADOW ESTATES SHORT PLAT, shall be subject shall constitute COVENANTS to run with the land and shall be binding on all parties and all persons claiming under them; and

WHEREAS, said COVENANTS shall be for the benefit of and shall constitute limitations on all present and future owners of the property herein described; and

WHEREAS, all successive future owners of said lots shall have the same rights to invoke and enforce the provisions hereof as original signers; and

WHEREAS, the purpose of these restrictions is to ensure the use of the property for attractive residential purposes, to prevent nuisances, to maintain the desired tone of the community, and to secure to each property owner the full benefit and enjoyment of their property with no greater restriction on the free and undisturbed use of the property than is necessary to ensure the same advantage to other property owners.

WITNESSETH:

1. LEGAL DESCRIPTION. The legal description to which these COVENANTS apply is as follows:

> Lots 1, 2, 3, and 4 of the Fern Meadow Estates Short Plat located in the South Half of Section 25, Township 3 North, Range 7 East of the Willamette Meridian, Skamania County, Washington.

2. STRUCTURE LIMITATIONS. No single-wide mobile home(s) may be placed on any lot. Double-side and larger manufactured homes are allowed provided that they must be affixed to the ground in standard "pit set". No manufactured home that is five (5) years or older at the time of placement may be placed on any lot.

3. PLACEMENT LIMITATIONS. All structures shall conform to Skamania County zoning regulations and building codes, and placement shall be approved and/or inspected by planning and building inspection officials.

4. UTILITIES. All utilities shall be underground, except that utilities may be placed overhead when crossing Kanaka Creek.

5. TRASH REMOVAL. No trash, debris, garbage, motor vehicles in disrepair, motor vehicle parts, or other unsightly or offensive material shall be placed or maintained upon any lot. All rubbish shall be regularly removed and shall accumulate no longer than required for normal garbage pick-up service.

6. ANIMALS AND PETS. Animals and/or pets belonging to any landowner shall be kept contained sufficiently to prevent nuisance to others, and shall create neither noise nor odor that would be offensive to others.

7. REMEDY FOR BREACH OF COVENANTS. If any landowner fails to observe or perform any term or condition of this Covenant, any or all of the other landowners may, after ten (10) days' written notice, institute suit for damages or specific performance unless the breaches designated in said notice are cured. The prevailing party in any suit instituted arising out of these COVENANTS shall be entitled to receive reasonable attorney's fees and cost incurred in such suit or proceedings.

8. LIMITS TO COVENANTS. The owner of the FERN MEADOW ESTATES SHORT PLAT has made no premises or warranties, expressed or implied, other than as stated herein. Owner specifically disclaims the adequacy of these COVENANTS and restrictions, and herewithin advises each purchaser to review these COVENANTS to determine their adequacy and enforceability.

Official

9. APPURTENANCE TO THE LAND. These COVENANTS shall be binding on all heirs, successors and assigns of any landowner, and shall be appurtenant to the parcels of land herein described.

10. SEVERABILITY. If any provision of these COVENANTS is, for any reason, found to be invalid, the remainder of the provisions shall not be affected.

DATED this 2ND day of OCTOBER, 1998.

Russell D. Gaynor

RUSSELL D. GAYNOR, Landowner

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