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RETURN ADDRESS:

RUSS GAYNOR
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WASH 98672

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S
BY Planning Dept.

OCT 23 3 54 PM '02

O'Leary
J. MICHAEL

Please Print or Type Information.

Document Title(s) or transactions contained therein:

1. PROTECTIVE COVENANTS
- 2.
- 3.
- 4.

GRANTOR(S) (Last name, first, then first name and initials)

1. RUSSELL D. GAYNOR
- 2.
- 3.
- 4.

☐ Additional Names on Page _____ of Document.

GRANTEE(S) (Last name, first, then first name and initials)

1. KANAKA HEIGHTS SHORT PLAT Lots 1-4
- 2.
- 3.
- 4.

☐ Additional Names on Page _____ of Document.

LEGAL DESCRIPTION (Abbreviated: i.e., Lot, Block, Plat or Section Township, Range, Quarter/Quarter)

1. KANAKA HEIGHTS Lots 1-4
- 2.
- 3.
- 4.

☐ Complete Legal on Page _____ of Document.

REFERENCE NUMBER(S) Of Document assigned or released:

1. Vol 3 Short Plats Page 416
- 2.
- 3.
- 4.

☐ Additional Numbers on Page _____ of Document.

ASSESSOR'S PROPERTY TAX PARCEL/ACCOUNT NUMBER

1. 03-07-25-3-0-0105
- 2.
- 3.
- 4.

☐ Property Tax parcel ID is not yet assigned.
☐ Additional Parcel Numbers 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.

Protective Covenants

Kanaka Heights Short Plat

WHEREAS, RUSSELL D. GAYNOR, owner of the Kanaka Heights Short Plat, declares that the following limitations, restrictions and uses to which the Kanaka Heights 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 Kanaka Heights Short Plat located in the Southeast 1/4 of the Southwest 1/4 of Section 25, Township 3 North, Range 7 East of the Willamette Meridian, Skamania County, Washington.

2. STRUCTURE LIMITATIONS. No mobile home(s) or modular homes 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 KANAKA HEIGHTS 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.

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.

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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 14TH day of August, 2002.

Russell D. Gaynor
RUSSELL D. GAYNOR, Landowner

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