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BOOK 239 PAGE 917

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After Recording return to:

Ramona A. Bennett
PO Box 334,
Stevenson, WA., 98648

SCR 25308

RAMONA BENNETT SHORT PLAT COVENANTS AND RESTRICTIONS

Grantor: Ramona Bennett & Tracey D Yerxa

Short plat covenants and restrictions shall apply to the Ramona Bennett Short Plat, recorded in Book 3 of Short Plats, page 395 Skamania County records, Lots 1, 2, 3, & 4 lying in S1/2NW1/4 Sec 31, T2N R5EWM Skamania County, State of Washington and Ramona Bennett Road Maintenance Agreement recorded in Book 216, P571.

The Road Maintenance Association will incorporate the following covenants and restrictions. All rules for Association Secretary and for voting rights shall be the same as the Road Maintenance Agreement. The first purchaser of a lot in Ramona Bennett short plat will become the Secretary of the Association. The initial dues for the Road Maintenance Association will be \$100 annually with dues for the first year payable upon closing with payment made to an account at Wells Fargo, Camas # 1500 134 901

1. Nature, Purpose and Enforcement

a. The following are declared to be limitations, restrictions, and uses to which Ramona Bennett Short Plat lots may be put and specify that such declarations shall constitute covenants to run with the land and shall be binding on all parties and all persons claiming under them and shall be for the benefit of and shall constitute limitations on all present and future owners of property and all successive future owners shall have the same rights to invoke and enforce the provisions herof as original signers. The legal description to which these covenants apply are land and lots lying in Skamania County, State of Washington, as more fully described as Lots 1 through 4 of Ramona Bennett Short plat situate in SW1/4 NW1/4, Sec 31, T2N, R5EWM, Assessors Tax lot numbers 02-05-31-2-0-0900, 02-05-31-2-0-0901, 02-05-31-2-0-0902, 02-05-31-2-0-0903 Skamania County. Future lots created by short plat will be subject to these same agreements.

b. Any deed, lease, conveyance or contract made in violation of these covenants and restrictions shall be voidable and may set aside the petition of one or more of the parties hereto, and all successors in interest, heirs, executor, administrators or assigns shall be deemed parties to the same effect as original signers. If any such conveyance or other instrument is set aside by decree of a court of competent jurisdiction, the court may award damages to the prevailing party as well as costs and expenses, including reasonable attorney's fees and costs of consultants and experts who appear as witnesses at such proceedings shall be taxed against the offending or losing party or parties, and shall be declared by the court to constitute a lien against the real estate so wrongfully deeded, sold leased or conveyed, until paid, and such lien may be enforced in such manner as the law may allow. Should any mortgage or deed of trust be foreclosed upon the property to which that instrument refers, then the title acquired by such foreclosure and the person or persons who thereupon and thereafter become the owner or owners of such property shall be subject and be bound by all the covenants and restrictions enumerated herein.

- c. 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 property that is necessary to ensure the same advantage to other property owners.
- d. Use and development of the property will be in conformance with applicable federal, state and local laws, regulations and ordinances, and these covenants supplement the aforementioned provisions insofar as they may be more restrictive than said laws, regulations and ordinances.
- e. The developer and heirs of Ramona Bennett Short Plat shall not be responsible for enforcing these restrictions and is held harmless from any violation of these covenants. Ramona Bennett is further held harmless for any deficiencies within these covenants and restrictions and no purchaser or any other person shall have the right to require the developer or her heirs to enforce these covenants and restrictions against any lot owner. Said enforcement shall be at the discretion of any lot owner so aggrieved. Ramona Bennett and her heirs are unable to predict possible violations that may impact any particular lot owner.

() Rb [Signature]
2. LAND USE AND SPECIFIC RESTRICTIONS

- a. Cottage industry limited to the employment of one or two persons may be permitted as well as a home or limited agricultural business. No heavy manufacturing or industrial activity shall be conducted or maintained on or in the Ramona Bennett short Plat, nor shall the property be used for the storage of commercial equipment and supplies other than motor vehicles used for business purposes. Vehicles shall not exceed two axles; logging trucks, ATVs and dirt bikes or any motorized sport vehicles are excluded from the property and from using Candy Lane. Trucks and heavy equipment are permitted for timber harvest, home construction or repair.
- b. Animals or livestock kept for pleasure or breeding will be limited to the total number that the land will maintain without becoming denuded or eroded. Animals allowed are horses, cattle, goats, sheep, llamas, chickens, dogs, cats and house hold pets. All animals or pets will not be allowed to roam, and may be kept as long as they are not a nuisance as determined by the other owners. This includes sounds, odors, animal habits, or other behavior that can be a nuisance.
- c. If lots are subdivided, all restrictions will apply to the new lots created with the new short plat and will comply with the Skamania County short plat provisions.
- d. No noxious or offensive activity shall be permitted, nor shall anything which may become a nuisance to the neighborhood be allowed. Radio, cellular or other type of tower is strictly prohibited, and lots may not be leased or sold for such installation.
- e. No tents, travel trailers, mobile homes, or camping facilities of any kind shall be placed on the property and used for living quarters without the prior written approval of all of the owners of Ramona Bennett Short Plat lots.
- f. No trash, debris, garbage, unusable motor vehicles, motor vehicle parts, or unsightly or offensive material shall be placed or maintained upon the property. All rubbish shall be regularly removed from the property and shall not be allowed to accumulate.
- g. All recreational vehicles shall be parked away from the main lot entry in an orderly fashion toward the rear of the property.
- h. Each property owner shall, at his own cost and expense, maintain his portion of the property, including all fences, structures and yard area located thereon, keeping the same neat and clean.
- i. No signs or other advertising devices, except "for Rent" or "For Sale" signs, shall be erected,

maintained or displayed on any lot. (TG) RB

3. BUILDING LOCATION AND TYPE

a. This neighborhood will be designated for "custom" stick frame permanent residences. Detached garages must reasonably match the siding and roof design of the main house. "Shops" independent of garages are not encouraged, but if properly designed and set back to the rear of the property, may be acceptable and approved by the Association.

By "custom" homes is meant, but not limited to these features (1) complete "poured" cement perimeter foundation; (2) a nominal roof pitch of 4/12 or greater, (3) roof overhangs of at least 12" beyond the siding, (4) roofing shall be of wood shake or shingle, tile, metal, laminated architectural grade asphalt shingles, or a reasonable substitute. Excluded as permanent structures are mobile homes, modular homes or manufactured homes. (TG) RB

4. EASEMENTS

a. Easements for ingress and egress, as well as easements for installation and maintenance of utilities will be part of individual deeds. A 40 foot utility and road easement is provided along Candy Lane, and recorded with Ramona Bennett short Plat. To provide utility services to Lots 2, 3, and 4 an additional 15 foot wide utility easement is extended on the private driveway serving Lot 1 of Ramona Bennett short plat to the transformer located on the northeast line of Lot 1, recorded Auditors file #147087 234/729. A utility easement on the north line of Lot 2 is recorded in Auditors file # 147088 234/730

b. The main road, Candy Lane, is a private road. All purchasers will be required to sign a road maintenance agreement to share in the expense of maintenance. All future short plats will be required to comply with the road maintenance agreement for Candy Lane.

5. FUTURE SUBDIVISION OF LOTS

a. Any future subdivision of lots will comply with all State and County ordinances, as well as Southwest Washington Health District for septic technologies and well water compliance.

6. COMPLETION OF CONSTRUCTION

a. The owners shall have a period of 365 days within which to complete the exterior of buildings under construction. During construction, construction materials shall be stored neatly and shall not be allowed to blow upon adjoining property nor be permitted to become a fire hazard.

b. If all or any portion of a residence or other building located on the property is damaged or destroyed by fire or other casualty, it shall be the duty of the owner thereof, with due diligence, to rebuild, repair or reconstruct such structure in a manner which will substantially restore it to its same appearance and condition as immediately prior to the casualty. Reconstruction shall be completed within twelve months after damage occurs, unless prevented by causes beyond the control of the owner; provided, however, that the owner may elect not to rebuild, repair or reconstruct such a structure, in which case the surface of the property shall be returned to its natural condition and all debris removed therefrom within twelve months after said occurrence. (TG) RB

7. BUYERS RESPONSIBILITY

Buyers of all lots in the Short Plat recognize the following responsibilities:

- a. Water Wells for domestic use are the buyers expense.
- b. Electric, phone, and other utilities are buyers expense.

c. All lots have "preliminary septic" approvals. Buyers must submit their final septic design with their building permits and obtain their own approval at their expense. All expenses associated with obtaining and maintaining septic approvals are the buyer's responsibility.

d. All buyers are encourage to consult surveyors, septic engineers and/or soil engineers of their choice to review the suitability of any lot for home placement.

e. All lot owners will be bound by the "Road Maintenance Agreements" which are a part of the public record whether they independently sign these agreements or not. (TJ)
ORB

8. DEVELOPER HELD HARMLESS

The developer has made no promises or warranties, expressed or implied, other than stated herein. The developer expressly disclaims the adequacy of these covenants and restrictions and specifically advises each purchaser to review the covenants and restrictions to determine for himself or herself the adequacy and enforceability of said covenants and restrictions. The developer further specifically disclaims any duty to enforce any of the above stated covenants and restrictions and may in her sole discretion enforce or not enforce any covenants and restrictions.

These protective covenants contain the entire description of the rights and obligation of the parties with respect hereto.

Invalidation of any one of these covenants by judgment or court order shall in no way affect any of the other provisions which shall remain in full force and effect.

The buyer accepts the provisions of these protective covenants. Such provisions include disclaimers and limitations of liabilities which buyer, by initialing here, specifically acknowledges and accepts.

(TJ) RB

Lot # _____

Romona Bennett 3/28/03
Seller Date

Tracy D. Gerda 3/31/03
Buyer Date

Buyer Date

Notary _____

STATE OF WASHINGTON
COUNTY OF CLARK

I certify that I know or have satisfactory evidence that Ramona A. Bennett *
The person (s) who appeared before me, and said person (s)
acknowledged that they signed this instrument and acknowledged it to be
their free and voluntary act for the uses and purposes therein mentioned in this
instrument

Dated: 3/31/03

T. Morgan
Notary Public in and for the State of Washington
Residing at: Gresham, OR
My appointment expires: 8-19-04

TERRI L. MORGAN
NOTARY PUBLIC
STATE OF WASHINGTON
COMMISSION EXPIRES
AUGUST 19, 2004

(Individual/Married Acknowledgement)

* and Tracey D. Yerxa