

Return Address:

Planning Department

<i>Document Title(s) or transactions contained herein:</i> Protective Covenants Conditions & Restrictions
<i>GRANTOR(S) (Last name, first name, middle initial)</i> Ford, Christopher L. <input type="checkbox"/> Additional names on page _____ of document.
<i>GRANTEE(S) (Last name, first name, middle initial)</i> Ford Short Plat <input type="checkbox"/> Additional names on page _____ of document.
<i>LEGAL DESCRIPTION (Abbreviated: i.e., Lot, Block, Plat or Section, Township, Range, Quarter/Quarter)</i> Lots 1,2,3 & 4 Ford Short Plat <input type="checkbox"/> Complete legal on page _____ of document.
<i>REFERENCE NUMBER(S) of Documents assigned or released:</i> Ford Short Plat AF <u>2004153179</u> <u>6/1/04</u> <input type="checkbox"/> Additional numbers on page _____ of document.
<i>ASSESSOR'S PROPERTY TAX PARCEL/ACCOUNT NUMBER</i> 03-08-20-3-1-0101-00 <input type="checkbox"/> Property Tax Parcel ID is not yet assigned <input type="checkbox"/> 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, Conditions and Restrictions

Ford Short Plat

Parcel # 03-08-20-3-1-0101-00, Lots 1, 2, 3 & 4

May 2004

Section 1. Nature, Purpose and Enforcement

a. The following are declared to be limitations, restrictions and uses to which the Ford Short Plat parcels 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 hereof as original signers. The legal description to which these covenants apply is attached as Exhibit "A" and by this reference incorporated herein as though fully set forth.

b. Any deed, lease, conveyance or contract made in violation of these covenants and restrictions shall be voidable and may be set aside on petition of one or more of the parties hereto, and all successors in interest, heirs, executors, 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 attorneys 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 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 to 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 than 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 owner of the Ford Short Plat parcels shall not be responsible for enforcing these restrictions and are held harmless from any violations of these covenants. The developer 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 to enforce these covenants and restrictions against any lot owner. Said enforcement shall be at the discretion of any lot owner so aggrieved. The owners are unable to predict possible violations that may impact any particular lot owner.

Section 2. Land Use and Specific Restrictions.

- a. No manufacturing, industrial activity shall be conducted or maintained on or in the Ford Short Plat parcels, nor shall the property be used for the storage of commercial equipment and supplies other than motor vehicles used for business purposes. Commercial enterprises shall not be visible to the public.
- b. No lot shall be used for other than single unit residential purposes.
- c. No noxious or offensive activity shall be permitted, nor shall anything which may become a nuisance to the neighborhood be allowed.
- d. No trash, debris, garbage, motor vehicles in disrepair, motor vehicle parts, 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 for a time not to exceed normal garbage pick-up.
- e. 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, excepting only normal wear and tear.
- f. No signs or other advertising devices, except "For Rent" or "For Sale" signs, shall be erected, maintained or displayed on any lot.
- g. No structure of a temporary character, mobile home, trailer, tent, shack, garage, barn or other outbuildings shall be used as a residence; provided a recreational vehicle may be used for a period of six (6) months only while permanent residence is under construction
- h. Construction of a residence must be completed within six (6) months from the time construction begins.

Section 3. Building Location and Type.


- a. Building locations shall be consistent with local laws and ordinances.
- b. No manufactured homes, geodesic domes, and/or off-site-built dwellings or structures, including but not limited to garages, tool sheds and/or shops, shall be placed on the above-described real property.

Section 4. Force and Effect.

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

Section 5. Owners of Ford Short Plat parcels (Exhibit "A")

- a. The owner of Ford Short Plat parcels have 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 contents and restrictions to determine for him/herself the adequacy and enforceability of said covenants and restrictions.

LANDOWNER:  DATE: 6/1/04

STATE OF WAHINGTON)

) SS.

COUNTY OF SKAMANIA)

I CERTIFY that I know or have satisfactory evidence that Christopher L. Ford is the person who appeared before me; and said person acknowledged that he signed this instrument and acknowledge it to be of his free and voluntary act for the uses and purposes mentioned in the instrument.

Dated this 1st day of June, 2004.



Peggy B. Lowry
Name: Peggy B. Lowry
NOTARY PUBLIC in and for the
State of Washington residing in Steyenson.
My commission expires: 2/23/07

STATE OF WAHINGTON)

) SS.

COUNTY OF SKAMANIA)

I CERTIFY that I know or have satisfactory evidence that _____ &
_____ are the persons who appeared before me; and said persons
acknowledged that they signed this instrument and acknowledge it to be of his free and
voluntary act for the uses and purposes mentioned in the instrument.

Dated this _____ day of _____, 2004.

Name: _____
NOTARY PUBLIC in and for the
State of Washington residing in Stevenson.
My commission expires: _____