

RETURN ADDRESS:

**NORM HAIGHT
171 OLD BLAISDELL ROAD
CARSON, WA 98610**

Please print or type information

Document Title(s) (or transactions contained therein):

1. **PROTECTIVE COVENANTS**
2. []
3. []
4. []

Reference Number(s) of Documents:

- []
- []
- []
- []

Grantor(s) (Last name first, then first name and initials)

1. **HAIGHT, NORM**
2. **HAIGHT, MARY TODD**
3. []
4. []
5. ☐ Additional names on page [] of document.

Grantee(s) (Last name first, then first name and initials)

1. **BETTER WORLD ACQUISITIONS, LLC**
2. []
3. []
4. []
5. ☐ Additional names on page [] of document.

Legal description (abbreviated: i.e. lot, block, plat or section, township, range)

**LOT 2 HAIGHT SHORT PLAT RECORDED IN AUDITOR'S FILE NO. 2005155840, SKAMANIA
COUNTY RECORDS,
TOGETHER WITH THAT 15 FOOT UTILITY EASEMENT AS DISCLOSED BY THE FACE OF
THE PLAT.**

☐ Additional legal on page [] of document.

Assessor's Property Tax Parcel/Account Number
02-07-02-1-1-0601-00

☐ Additional 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 provided herein.

7

PROTECTIVE COVENANTS FOR LOT 2 AND LOT 3
OF THE HAIGHT SHORT PLAT, LOCATED IN THE
CITY OF STEVENSON WASHINGTON.

RECORDED IN SKAMANIA COUNTY

Section 1. Nature, Purpose and Enforcement

- a. The following are declared to be limitations, restrictions and uses to which Lot 2 and Lot 3 of the Haight short plat 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.
- 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, executors, administrators or assigns shall be deemed parties to the same effect as the 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 a 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 whom 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, 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.
- 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 authors of these protective covenants shall not be responsible for enforcing these restrictions and are held harmless from any violation of these covenants except insofar as the authors may individually violate them. The authors are 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 authors to enforce these covenants and restrictions against any lot owner. Said enforcement shall be at the discretion of any lot owner so aggrieved. The authors are unable to predict possible violations that may impact any particular lot owner.

Section 2. Land Use and Specific Restrictions

- a. No manufacturing, industrial or commercial activity, except a home-based business, shall be conducted or maintained on Lot 2 or Lot 3 of the Haight short plat, nor shall the property be used for the storage of commercial equipment and supplies (unless completely enclosed in a building) other than motor vehicles used for business purposes. Vehicles shall not exceed two axles except for motor homes.
- b. No lot shall be used for other than single unit residential purposes, except "mother in law" units if part of the main dwelling and as long as they are not in violation of state, county, or city ordinances.
- c. No animals or poultry of any kind shall be raised, bred or kept for any purpose. Household pets shall be allowed for the owner's personal use as long as they are not a nuisance to the other owners.
- d. No trash, debris, garbage, motor vehicle parts, unsightly or offensive material shall be placed or maintained upon the property. More than 2 vehicles parked or stored on a lot must be parked inside a building. All rubbish shall be regularly removed from the property and shall not be allowed to accumulate.

- 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 wear and tear. There shall be no chain link fences.
- f. Any signs advertising a home business, or for any other purpose, shall be sixteen square feet or smaller and shall not be illuminated.

Section 3. Building Type

These lots are designated for stick frame permanent residences or manufactured homes, provided that:

When placed, the manufactured home must be new. A full perimeter, poured concrete foundation shall be used. The roof pitch must be 6/12 or greater. Exterior walls to be 7.5 feet in height minimum. Home must have log siding or horizontal lap siding that is "Hardiplank" or equivalent.

The home on Lot 3 must be built with an attached garage. Lot 2 must also have a parking structure, but an attached or detached garage/carport is allowed, provided that the materials and roof pitch used are similar to that used for the home.

Section 4. 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 a structure which complies with the requirements of section (3). Reconstruction shall be completed within twelve months after damage occurs, unless prevented by causes beyond control of the owner; provide, 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 within twelve months after said occurrence.

Section 5. Authors Held Harmless

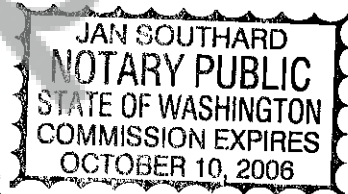
The authors have made no promises or warranties, expressed or implied, other than stated herein. The authors expressly disclaim the adequacy of these covenants and restrictions and specifically advise each purchaser to review the covenants and restrictions to determine for himself or herself the adequacy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

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

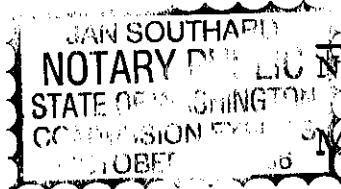
Invalidation of any one of these covenants by judgement or court order shall in no way affect any of the other provisions, which shall remain in full force and effect.

Mr. HAA 4/4/05
LANDOWNER Date
Mr. HAA 4/4/05
LANDOWNER Date

State of Washington
County of Stearns ss.



Subscribed and sworn to before me this 4 day of April 2005

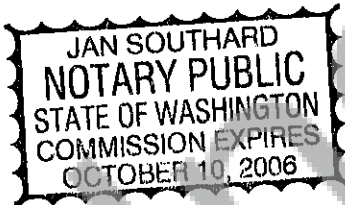


Jan Southard
Notary Public in and for the State of Washington.
My Commission Expires: 10-10-06

Mimi Marisette / Managing member 4-4-05
PURCHASER Date
Better World Acquisitions, LLC 4-04-05
PURCHASER Date

State of Washington
County of ~~Sherman~~ Clark

Subscribed and sworn to before me this 4th day of April 2005



Jan Southard
Notary Public in and for the State of Washington:

My Commission Expires: 10-10-06