

AFTER RECORDING MAIL TO:

Name Roy Ostroski

Address PO Box 251

City / State Trout Lake, WA 98650

SCR 28451

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

1. Protective Covenants
- 2.
- 3.
- 4.

Reference Number(s) of Documents assigned or released:

☐ Additional numbers on page _____ of document



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

1. Ostroski, Roy S.
2. Clark, Ronald D.
- 3.
- 4.
5. ☐ Additional names on page _____ of document

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

1. The Public
- 2.
- 3.
- 4.
5. ☒ Additional names on page 1 of document

Abbreviated Legal Description as follows: (i.e. lot/block/plat or section/township/range/quarter/quarter)

S10, T3N, R10D

☐ Complete legal description is on page 2 of document

Assessor's Property Tax Parcel / Account Number(s):
03-10-10-0-0-0301-00
03-10-10-0-0-0311-00
03-10-10-0-0-0312-00
03-10-10-0-0-0313-00

WA-1

NOTE: The auditor/recorder will rely on the information on the form. The staff will not read the document to verify the accuracy or completeness of the indexing information provided herein.

PROTECTIVE COVENANTS
Grandridge Estates
Lots 1-4 of S.P. Grandridge Estates
Located in SW ¼, SW1/4 S. 10 T3N R10E W.M.
File #2005159505

Section 1. Nature and Purpose

- a. The following declare limitations, restrictions, and uses to which the Grandview Estates property 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 the property, and all successive future owners of the property, and all successive future owners shall have the same right to invoke and enforce the provisions hereof as the original signers.
- b. Any deed, lease, conveyance, or contract made in violation of this agreement shall be void 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 the original signers: and when such conveyance or other instrument is set aside by decree of a court of competent jurisdiction, all costs, and all expenses of such proceedings shall be taxed against the offending party or parties, and shall be declared by the court to constitute a lien against the real estate so wrongfully deeded, sold, lease, or conveyed until paid, and such lien may be enforced in such manner as the court may order.
- c. All persons who may now own, or who may hereafter own, any part of the property are specifically given the right to enforce these restrictions through any proceedings, at law or in equity, against any person or persons violating or threatening to violate such restrictions, and to recover any damages suffered by them from any violation thereof.

- d. Should any mortgage or deed of trust be foreclosed on the property to which this 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 bound by all the restrictions, enumerated herein.
- e. The purpose of these restrictions is to endure the use of the property for attractive residential purposes only, to prevent nuisances, to prevent the impairment of the attractiveness of the property, and to maintain the desired tone of the community and thereby 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 advantages to other property owners.
- f. Use and development of the property will be in conformance with applicable federal, state, and local laws, regulations, and ordinances.

Section II. Land Use and Building Type

- a. No manufacturing, industrial or commercial activity shall be conducted or maintained on, or in connection with the properties open land. Exceptions to this condition, which do not detract from the neighborhood, shall be permitted if 60% of the landowners approve in writing such as flower nurseries and vineyards.
- b. No lot shall be used except for residential purposes.
- c. No mobile homes or off-site built dwelling or structures shall be placed on the above-described real property, except for a maximum period of 12 months during construction.
- d. No structures shall be placed upon or erected upon the above real property, which shall exceed thirty-five feet in height.

- e. No animals, livestock, or poultry of any kind, except for horses, shall be raised, bred, or kept for any commercial purposes. Such animals shall be only for the owners' personal use.
- f. There shall be no unpainted galvanized metal on any structures.
- g. Property is not to be used for the storage of commercial equipment and supplies unless in enclosed buildings.

Section III. Building Location

- a. No building shall be located within 50 feet of North boundary line of Lot 3.

Section IV. Completion of Construction

- a. The owners shall have a period of one year in 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 all due diligence, to rebuild, repair or reconstruct such structure in a manner which will substantially restore it to its appearance and condition immediately prior to the casualty. Reconstruction shall be undertaken within six (6) months after the damage occurs and shall be completed within twelve (12) months after the 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 structure in which case the surface of the property upon which the damage occurs shall be returned to its natural condition and all debris removed there from within twelve (12) months after the damage occurs.

Section V. Specific Restrictions

- a. No tents, travel trailers, or camping facilities of any kind shall be placed on the property without the prior written consent of all the owners of the property. This does not preclude the intermittent and temporary family use of tents, travel trailers, or recreational vehicles for periods of not more than three (3) consecutive weeks.
- b. No trash, debris, garbage, unused motor vehicle parts or other unsightly or offensive material shall be placed or maintained upon the property. All rubbish, trash, and garbage shall be regularly removed from the property, and shall not be allowed to accumulate thereon.
- c. Each owner shall, at his sole cost and expense, maintain his portion of the property including all fences, structures and yard areas located thereon, keeping the same neat and clean excepting only normal wear and tear.
- d. None of the parties hereto, nor their family members, guest, visitors, or invitees shall operate any motor vehicle on any portion of the property at a speed in excess of 10 miles per hour.
- e. No signs or other advertising devices, except "For Rent" or "For Sale" signs shall be erected, maintained or displayed on any lot.
- f. It shall be the owner's responsibility, at all times, to keep pets and livestock from being a nuisance.
- g. No fence shall be erected which does not meet standards set out by Skamania County.

Section VI. View Protection

- a. Trees and landscaping shall not be allowed to grow to a height or density that blocks another landowner's previously existing view. Expense in maintaining said view (i.e. topping and cropping) will be borne by the landowner seeking protection of his view.

Section VII. Changes and Revisions

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



Ron Clark



Roy Ostroski

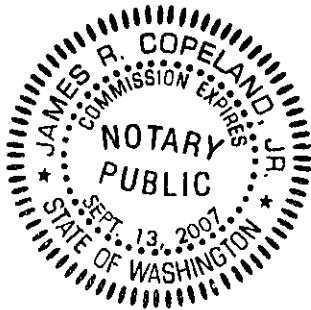
STATE OF WASHINGTON, }
County of Skamania } ss.

ACKNOWLEDGMENT - Individual

On this day personally appeared before me Roy Ostroski

_____ to me known
to be the individual(s) described in and who executed the within and foregoing instrument, and acknowledged that He
signed the same as HIS free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 14 day of December, 2005



[Signature]
Notary Public in and for the State of Washington,
residing at Skamania

My appointment expires 9-13-07

STATE OF WASHINGTON, }
County of _____ } ss.

ACKNOWLEDGMENT - Corporate

On this _____ day of _____, 19____, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared _____
_____ and _____ to me known to be the
_____ President and _____ Secretary, respectively, of _____
_____ the corporation that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that _____
authorized to execute the said instrument and that the seal affixed (if any) is the corporate seal of said corporation.

Witness my hand and official seal hereto affixed the day and year first above written.

Notary Public in and for the State of Washington,
residing at _____

My appointment expires _____

WA-46A (11/96)

This jurat is page _____ of _____ and is attached to _____ dated _____.

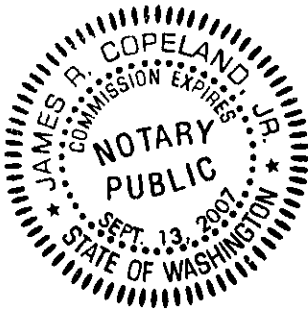
STATE OF WASHINGTON, }
County of Skamania } ss.

ACKNOWLEDGMENT - Individual

On this day personally appeared before me Ronald Clark

_____ to me known
to be the individual(s) described in and who executed the within and foregoing instrument, and acknowledged that He
signed the same as HIS free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 16 day of December, 2005



[Signature]
Notary Public in and for the State of Washington,
residing at Stevenson
My appointment expires 9-13-07

STATE OF WASHINGTON, }
County of _____ } ss.

ACKNOWLEDGMENT - Corporate

On this _____ day of _____, 19____, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared _____
_____ and _____ to me known to be the
_____ President and _____ Secretary, respectively, of
_____ the corporation that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that _____
authorized to execute the said instrument and that the seal affixed (if any) is the corporate seal of said corporation.

Witness my hand and official seal hereto affixed the day and year first above written.

Notary Public in and for the State of Washington,
residing at _____
My appointment expires _____

WA-46A (11/96)

This jurat is page _____ of _____ and is attached to _____ dated _____.