

WHEN RECORDED RETURN TO:
Desmond E. Verley and Sheryl J. Verley
1072 Lakeview Road
White Salmon, WA 98672

DOCUMENT TITLE(S):
Protective Covenants, Conditions and Restrictions

REFERENCE NUMBER(S) OF DOCUMENTS ASSIGNED OR RELEASED:
2015000046, RERECORD TO INCLUDE SIGNATURE WITH NOTARY ACKNOWLEDGEMENT

GRANTORS :
Desmond E. Verley and Sheryl J. Verley, husband and wife

GRANTEES:
Landowners

ABBREVIATED LEGAL DESCRIPTION:
PTN. SEC 3, T. 3N, R. 10E W.M. LOT 4 BIG BUCK ACRES SP

TAX PARCEL NUMBER(S):
03-10-03-0-0-0112-00

WHEN RECORDED RETURN TO:

Des + Sheryl Verley
1072 Lakeview Rd.
White Salmon, WA
98672

DOCUMENT TITLE(S)

Protective Covenants, Conditions + Restrictions

REFERENCE NUMBER(S) of Documents assigned or released:

2014 00 1269

☐ Additional numbers on page ____ of document.

GRANTOR(S):

Desmond E. Verley & Sheryl J. Verley

☐ Additional names on page ____ of document.

GRANTEE(S):

Land owners

☐ Additional names on page ____ of document.

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

see att.

☐ Complete legal on page ____ of document.

TAX PARCEL NUMBER(S):

03-10-0300-0105/00

☐ Additional parcel numbers on page ____ of document.

The Auditor/Recorder will rely on the information provided on this form. The staff will not read the document to verify the accuracy or completeness of the indexing information.

PROTECTIVE COVENANTS, CONDITIONS AND RESTRICTIONS

**AFFECTING BIG BUCK ACRES SHORT PLAT. TAX PARCEL 03-10-0300-105/00. LYING IN
GOVERNMENT LOT 2, SECTION 3, TOWNSHIP 3 N., RANGE 10 E.W.M.**

SKAMANIA COUNTY, WA

WHEREAS, these Declarations and Reservations hereinafter set out are to run with the land and shall be binding upon all parties and all persons owning or purchasing lots in the Big Buck Acres Short Plat and shall be binding upon and insure to the benefit of all parties hereto, their successors and assigns, and all persons claiming under them and shall be part of all transfers and conveyances. Such limitations, restrictions, conditions, reservations and agreements shall be binding and effective for a period of twenty (20) years, at the end of which time they shall be automatically extended for successive periods of twenty (20) years, unless an instrument signed by a majority of the ten owners of the lots within such areas has been rendered, agreeing to change said covenants and such twenty (20) year date, it appears to the advantage of then owners that the restrictions should be modified then in the event, any modification desired may be made by affirmative votes of 80% of the acreage ownership of the then owners of lots within the plat and evidenced by suitable instrument filed for public record; and

WHEREAS, invalidations of any of the covenants by judgment or court order shall in no way affect any of the other provisions, which shall remain in full force and effect;

1. PROPERTY SUBJECT TO THESE COVENANTS:

The real property which is subject to said covenants is situated in Skamania County, State of Washington, and is described as follows: Big Buck Acres Short Plat., Tax Parcel #03-10-0300-0105/00., Lying in Government Lot 2 Section 3, Township 3N, Range 10 E.W.M.

2. GENERAL PURPOSES OF THIS DECLARATION:

The purpose of these restrictions is to ensure the use of the property for attractive residential purposes, to prevent nuisances, to prevent impairment to the attractiveness of the property, to protect each owner of any lot, part or parcel in or of said 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.

3. DEBRIS

No lot shall be used or maintained as a dumping ground for rubbish. No trash, debris, garbage, accumulated junk or other unsightly or offensive material shall be placed or stored upon the property. All trash, garbage or other waste shall be kept in sanitary

containers pending regular removal from the property and shall not be allowed to accumulate thereon.

4. LAND USE AND BUILDING TYPE:

- a. Structures shall be limited to on-site built only; ie, no mobile homes or trailers shall be placed on the property, except for a maximum period of two years during construction of a permanent dwelling.
- b. All dwellings shall be built on a permanent, concrete foundation.
- c. Roofs shall be built of a non-reflective material.
- d. During construction all construction materials shall be stored neatly and shall not be allowed to blow about the property or become a fire hazard.

5. SPECIFIC RESTRICTIONS:

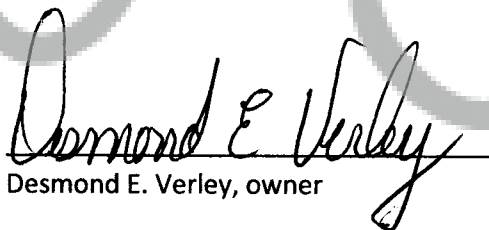
- a. No tents, travel trailers or camping facilities of any kind shall be used on the property. This does not preclude the intermittent and temporary personal family use of such facilities for periods of not more than four (4) consecutive weeks.
- b. Each owner shall, at his sole cost and expense, maintain his portion of the property, including all fences, structures and yard areas located thereon, keeping same neat and clean excepting only normal wear and tear.

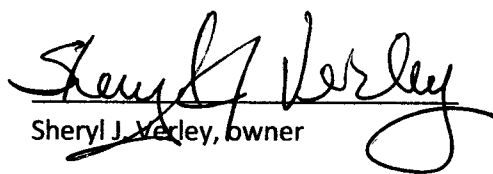
6. COVENANTS TO RUN WITH THE LAND – PURCHASER'S CONTRACT:

Each of said covenants shall run with the said real property and each tract, lot, part or parcel thereof and bind Developers, his successors, grantees, and assigns, and all parties claiming by, through or under him. Each purchaser of any lot, part or parcel or in said real property shall, by acceptance or a deed or other conveyance for any such tract, lot, part or parcel thereby, be conclusively deemed to have consented to and agreed to all of said covenants for himself and his heirs, executors, administrators and assigns, and does by said acceptance covenant for himself and his heirs, executors, administrators and assigns, to observe, perform and be bound by said covenants and to incorporate said covenants by reference in any deed or other conveyance of all or any tract, lot, part or parcel thereof or therein.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seal.

DATE: 01/08/2015


Desmond E. Verley, owner


Sheryl J. Verley, owner

SINGNATURE PAGE FOR PROTECTIVE
COVENANTS, CONDITONS AND RESTRICTIONS

Desmond E Verley
DESMOND E. VERLEY

Sheryl J Verley
SHERYL J. VERLEY

STATE OF Oregon
County of Hood River) SS.

I certify that I know or have satisfactory evidence that **DESMOND E. VERLEY AND SHERYL J. VERLEY** are the person(s) who appeared before me, and said person(s) acknowledged that he/she/they signed this instrument and acknowledged it to be their free and voluntary act for the uses and purposes mentioned in this instrument.

DATED: 02/11/2015
Nicole L Bennett

Name (typed or printed): Nicole Lynn Bennett

NOTARY PUBLIC in and for the State of Oregon

Residing at White Salmon, WA

My appointment expires: 01-06-2019

