

WHEN RECORDED RETURN TO:

Margaret Rose Turner

71 Arrowhead Trails

Washougal, WA 98671

DOCUMENT TITLE(S) ~~1. Arrowhead Trails Short Plat Road Maintenance Agreement and Road Users Association m21~~
2. Arrowhead Trails Short Plat Covenants and Restrictions

REFERENCE NUMBER(S) of Documents assigned or released:

Arrowhead Trails Short Plat recorded in volume____, pg____

☐ Additional numbers on page____ of document.

GRANTOR(S):

Turner, Margaret Rose

☐ Additional names on page____ of document.

GRANTEE(S):

Turner, Margaret Rose

☐ Additional names on page____ of document.

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

NW $\frac{1}{4}$ Section 31, Township 2 North, Range 5 East Willamette Meridian

☐ Complete legal on page____ of document.

TAX PARCEL NUMBER(S):

02 05 31 2 0 0200 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.

After recording Mail to:

Grantor: Margaret Rose Turner

71 Arrowhead Trails

Washougal, WA 98671

ARROWHEAD TRAILS SHORT PLAT COVENANTS AND RESTRICTIONS

Short Plat covenants and restrictions shall apply to the Arrowhead Trails Short Plat recorded in Skamania County, Washington, Book # page # .

Tax Parcel # 02-05-31-2-0-0200-00 AF# 2016001055

NW ¼ Sec 31, T2N, R5, E., W.M., Skamania County, State of Washington as of record.

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 dues for the Road Maintenance Association will be \$200.00 annually, with dues for the first year \$200.00 payable upon closing with payment made to Margaret Rose Turner
_____ and held in Riverview Community Bank, Washougal, WA.

1. NATURE, PURPOSE AND ENFORCEMENT

- a. The following are declared to be promises or agreements concerning the use of Arrowhead Trails. The purchaser "covenants" to abide by certain limitations and restrictions associated with the use of the land. It is specified 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 and all successive future owners shall have the same rights to invoke and enforce the provisions hereof as original signers.

These covenants are binding upon the signatories and may be litigated if breached.

CC&R's are binding upon the purchaser, and the purchaser will become subject to them, whether or not they have been reviewed, read, or understood.

A notice for request for variance goes to all owners, to meet and make decisions and resolutions by vote.

- b. There are times when violations occur and have to be addressed. Violations of existing covenants are acknowledged first with verbal and written warnings. For alleged violations that are not resolved owners may decide to bring legal action against a resident for enforcement of a covenant.

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 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 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 covenants and restrictions is to foster an environment of unity, harmony and cooperation among all Arrowhead Trails residents. Also 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; to continually maintain your property values; to ensure that the community does not decline in its appeal among both current home owners as well as future 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 ARROWHEAD TRAILS Short Plat shall not be responsible for enforcing these regulations and is held harmless from any violation of these covenants. Margaret Turner 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. Margaret Turner and her heirs are unable to predict possible violations that may impact any particular lot owner.

2. LAND USE AND SPECIFIC RESTRICTIONS

- a. Home –based business 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 ARROWHEAD TRAILS 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, ATV's and dirt bikes or any motorized sport vehicles are excluded from the property and from using Arrowhead Trails Road. Trucks and heavy equipment are permitted for timber harvest, home construction or repair. ATV's may be permitted for but limited to agricultural use.

- 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. No animals will be allowed that are commonly known to be obnoxious as pigs, ostriches, etc. All animals or pets will not be allowed to roam, and may be kept as long as they are not a nuisance to the other owners. This includes sounds, odors, animal habits, or other behavior that can be a nuisance. Limit cats and dogs to two each.
- c. 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 ordinances. 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 and windmills is strictly prohibited and lots may not be leased or sold for such installations.
- 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 ARROWHEAD TRAILS Short Plat. Siding, roof and yard must conform to the desired tone of the community. Margaret R. Turner, owner of Lot 1 reserves the right to establish future living quarters for herself or caregiver which may include one of the above facilities.
- f. Motor vehicle parts, inoperable vehicles that are not running, has a flat tire for more than ten (10) days, is up on blocks, or is not properly licensed or registered may not be kept on the property. No trash, debris, garbage, 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 or be buried. Garbage or trash shall be placed or kept in covered containers, not to exceed 30-gallon size. No person shall permit anything or condition to exist upon any lot which shall induce, breed, or harbor infectious diseases; including rats or insects. Dumpsters shall be permitted for a period not to exceed ninety (90) days, and must not have any garbage, refuse, or debris overflowing the container.

- 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/her own cost and expense, maintain his/her portion of the property, including all fences, structures and yard area located thereon, keeping the same neat and clean. Keep property free of noxious plants.
- i. No signs or other advertising devices, except "For Rent" or "For Sale" signs, shall be erected, maintained or displayed on any lot.

3. BUILDING LOCATION AND TYPE

- a. Stick built homes are preferred, however new manufactured homes are permitted.

4. EASEMENTS

- a. Easements for ingress and egress, as well as easements for installation and maintenance of utilities will be part of individual deeds. Phone lines and other utilities will be the responsibility of the owners of individual lots.
- b. The main road, ARROWHEAD TRAILS ROAD, is a private road. All purchasers will be required to sign a road maintenance agreement to share in the expense of maintenance.

5. COMPLETION OF CONSTRUCTION

- a. During construction, occupancy in a motor home shall be limited to 365 days, at which time permanent residence should be complete. If "porta potty" is utilized, it must be kept clean and professionally maintained. The owners shall have a

period of 365 days within which to complete the exterior of buildings under construction. During 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. Fifteen days prior to closing, buyer must provide proof of Home-owners insurance to the seller until loan is paid in full. Buyer will provide yearly statement of Home-owners insurance to seller. Seller to be paid for loss or damages if buyer forfeits their property to seller. (_____)
- c. 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. However 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 from there within twelve months after said occurrence. (_____)

6. BUYERS RESPONSIBILITY

Buyers of all lots in the ARROWHEAD TRAILS Short Plat recognize the following responsibilities.

- a. Water wells for domestic use are the buyers' expense. Any abandoned deep wells or covered springs must be considered hazards, and maintenance for safety must comply with provisions of Skamania County and the State of Washington. Present and future easement of 200' diameter for #750 well protected areas will be shared by lots 2 and 3.
- b. Installation of electric, phone, water lines 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 buyers' responsibility.

- d. All buyers are encouraged to consult surveyors, septic engineers and/or soil engineers of their choice to review the suitability of any lot for the 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.
- f. All land owners agree to comply with all Municipal Skamania County Regulations. Contact Skamania County Planning and Community Government Office in Stevenson, WA for all permits.
- g. Buyers agree that they have inspected the property and accept the conditions "as is" in its present state, which may include buildings or remnants of previous buildings.
- h. No live trees shall be harvested until property is paid in full, except if needed for home-building area.

7. DEVELOPER HELD HARMLESS

- a. 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 judgement 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 the buyer, by initialing here, specifically acknowledges and accepts. (_____)

Margaret R Turner
Date

Owner S-31-14

Margaret R. Turner

Print Name

02-05-31-2-0-0200-00

Parcel #

SUBSCRIBED AND SWORN to before me this 31st day of May Year 2016

NOTARY PUBLIC

Sarah Kellie

State of Washington

County of Skamania

My Commission Expires: 4/29/20

