

**WHEN RECORDED RETURN TO:**

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

**DOCUMENT TITLE(S)**

Protective Covenants Conditions and Restrictions  
**REFERENCE NUMBER(S)** of Documents assigned or released:

☐ Additional numbers on page \_\_\_\_\_ of document.

**GRANTOR(S):** DEBO, LLC.  
Desmond E. Verley, member  
Sheryl J. Verley, member

☐ Additional names on page \_\_\_\_\_ of document. *adly*

**GRANTEE(S):** DEBO, LLC.  
Desmond E. Verley, member  
Sheryl J. Verley, member

☐ Additional names on page \_\_\_\_\_ of document.

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

See Pg. 1 Document

☐ Complete legal on page \_\_\_\_\_ of document.

**TAX PARCEL NUMBER(S):**

03-1003000107/00  
03-1003000108/00  
03-1003000109/06

☐ 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 DEBO SHORT PLAT. TAX PARCELS #03-10-0300107/00, 108/00, 109/00 LYING IN GOVERNMENT LOT 2 AND IN THE N1/2 OF THE NE1/4, 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 DEBO 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 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: DEBO Short Plat., Tax Parcels #03-10-0300-0107/00, 108/00, 109/00., 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. Land shall be used for residential purposes.
- b. 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.
- c. All dwellings shall be built on a permanent, concrete foundation.
- d. Roofs shall be built of a non-reflective material.
- e. 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.

**7. PRIVATE ROAD MAINTENANCE/COVENANTS:**

There is a private road easement that serves the Lots in DEBO SP for the purpose of ingress and egress and utility easements. The owners of these properties shall share in the costs and expenses of maintaining the private road easement.

- a. The parties agree to share in the responsibility, costs and expenses of maintaining the above-described easement in good repair and maintenance for the benefit of all parcels served.

- b. Costs accrued in maintaining or repairing those roads that are not common to the lots created by the above described DEBO SP, but are dedicated accesses to home sites on specific lots, shall be the responsibility of the owner(s) of the lot(s) whose homes are served.
- c. The only exception to the shared responsibilities of lot owners to maintain or repair common roads shall be in the case of excessive damage caused in the process of construction or improper use of common roads by an individual lot owner. In this case the party responsible for the excessive damage shall be liable to repair roads to like-new condition. For the purpose of this document, excessive damage shall be considered anything beyond normal wear and tear.
- d. It is further specified that the owners of lots created on the property meet annually, on the first Monday in April to decide: what maintenance is required to be performed on the road(s) for the upcoming year, the method of assessing costs for maintenance and repair, the party who shall be responsible for collecting and disbursing of the road repair fund.

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

DATE: October 31, 2018

DEBO, LLC, a Washington limited liability company.



Desmond E. Verley, Trustee of the Verley  
Family Trust dated December 14, 2017,  
as amended, Member



Sheryl J. Verley, Trustee of the Verley  
Family Trust dated December 14,  
2017, as amended, Member