

AFTER RECORDING RETURN TO
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STATE OF WASH. COUNTY OF KICKITAT
FILED ON REC'D
215 DEEDS 342
Request of PNTI
On JUNE 22, 2:42 PM 1982
H. Pearson
SEE RETURN

186482

DECLARATION OF PROTECTIVE COVENANTS

The undersigned, the KLICKITAT RANCH, hereinafter referred to as the "Declarants", is acquiring the real property legally described below situated in Klickitat County, Washington. The undersigned plan to sell all of said preal property in parcels to purchasers for recreation or residential use. The purpose of the declaration is to establish certain protective covenants to promote the orderly use and enjoyment of all of said real property for said purposes, to protect and increase the property value thereof and otherwise to generally benefit all owners of said real property and the community at large.

The real property is situate in the County of Klickitat, State of Washington, and is described on Exhibit "A" attached hereto and specifically made a part hereof.

Now, therefore, Declarants hereby declare any part of the properties described above subject to the following easements, restrictions, covenants and conditions, which are for the purpose of protecting the value and desirability of, and which run with, the real property and be binding on all parties having any right, title, or interest in the described properties or any part thereof, their heirs, successors, and assigns and shall be for the benefit of each owner thereof.

ARTICLE I.

DEFINITIONS

- Section 1. "Association" shall mean and refer to the association which shall hereafter be named, its successors and assigns.
- Section 2. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title or contract purchaser's interest in any Lot which is a part of the described properties, but excluding those having an interest merely for security for performance of an obligation. In event of successive contracts of purchase, the owner of the prevailing interest in the Lot shall be considered the Owner.
- Section 3. "Member" shall mean and refer to all those Owners who are Members of the Association.
- Section 4. "The Properties" shall mean and refer to any portion of that property set forth and described above which shall have been approved for sub-division and sale hereafter brought within the jurisdiction of the association.
- Section 5. "Lot" shall mean and refer to any parcel of land in the Association or any lot resulting from the partition of any Lot in the Association.

Original in 6781

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6781	8315		
6791	8316	9956	11,326
6793	8363	9957	11,379
6791	8445	10,351	11,427
6853	8446	10,358	11,428
6857	9679	10,512	11,447
	9680	11,272	11,448

Section 6. "Common Roads" shall be the areas designated as common roads upon which easements are owned by the Lot Owners. The Owners and Members of the Association each have the unimpeded right to use the common roads and the common obligation to maintain the roads through the Association. Road construction, maintenance, and snow removal shall be the responsibility of the Association. Klickitat County is in no way obligated until the roads are brought up to standard and accepted by the County.

ARTICLE II.

MEMBERSHIP AND VOTING RIGHTS

- Section 1. Members of the Association. Every Owner of a Lot which is subject to assessment are Members of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment.
- Section 2. Voting Rights. Owners shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be Members, but there shall be only one vote for each Lot, which shall be cast as the Owners determine among themselves.
- Section 3. Voting Procedures. The Association shall be empowered to establish procedures and regulations for the exercise of the voting prerogatives of the Members.

ARTICLE III.

ASSESSMENTS

- Section 1. Definition of Assessments:
- a. Maintenance Assessments are collected on a regular basis in such amounts as may be set by the Association for maintenance, repair, and other expenses of the Common Facilities such as roads, and all services and facilities related to their use and enjoyment (hereinafter referred to as Common Facilities). Maintenance Assessments shall be fixed at a uniform rate for all the Lots.
 - b. Capital Assessments may be levied by the Association for the purpose of paying, in whole or in part, the cost of any capital improvements related to the Common Facilities, provided that any such assessments shall have the consent of two-thirds (2/3) of votes of Members of the Association who are entitled to vote and are voting in person or by proxy at an annual or special meeting of the Members. Capital Assessments shall be fixed at

a uniform rate for all the Lots.

- c. Utility Assessments may but need not be levied by the Association for the purpose of acquisition, construction, reconstruction, repair, replacement, improvement, extension and maintenance of Water Systems, power and telephone 'backbone' lines, and other utilities. Utility Assessments may be levied on the Lots that are being served by each utility and not on all the Lots.

Section 2. Creation of a Lien and Personal Obligation of Assessments. Each Owner of any Lot by acceptance of a contract Purchaser's interest in or a deed therefore, whether or not it is so expressed in such deed or contract, is deemed to covenant and agree to pay to the Association such Maintenance Assessments, Capital Assessments, and Utility Assessments that are assessed together with interest, costs and reasonable attorney's fees incurred in collecting the assessments. The above assessments and costs shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. The above assessments and collection costs also shall be a personal obligation of the person who was the Owner, as defined in Article 1, of such property at the time when the assessment became due. The personal obligation to delinquent assessments shall not pass to the individual's successors in title unless expressly assumed by them; provided, however, that in the case of a sale of any Lot which is charged with the payment of an assessment or assessments payable in installments, the person or entity who is the Owner immediately prior to the date of any such sale, contract, or assignment, shall be personally liable only for the amount of the installments due prior to that date. The new Owner shall be personally liable for installments which become due on or after that date.

Section 3. Effect of Non-Payment of Assessments: Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of twelve (12%) per cent per annum. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the property in the same manner as a mortgage is foreclosed. No Owner may waive or otherwise escape liability for the assessment provided for herein by non-use of the Common Facilities or Abandonment of his Lot, or non-use of any utilities.

Section 4. Subordination of the Lien to Contracts of Sale and Mortgages. The Lien of the Assessments provided herein shall be subordinate to the lien of any contract of sale and/or any first mortgage for construction of a residence now or hereafter placed upon any Lot. Sale or transfer of any Lot shall not extinguish the existing assessment lien. No sale or transfer shall relieve such Lot from liability for

any assessments thereafter becoming due or from the lien thereof.

ARTICLE IV.

USES OF PROPERTY

Section 1. Buildings, Structures, Fences, and Set-back Lines.

- a. No buildings or other structures, except fences, shall be erected or permitted on any Lot nearer than fifty (50) feet from any road easement or twenty (20) feet from the property lines of any Lot, whichever shall constitute the greater set-back.
- b. No buildings or other structures, excepting fences, shall be built within natural drainage courses.
- c. No fence, hedge, or other obstruction shall be erected or maintained within road easements.
- d. Storage of utility vehicles, construction equipment, farm machinery, recreation vehicles, boats, and other such equipment is not permitted within fifty (50) feet of any road easements.

Section 2. Size and Appearance of Structures.

- a. The exterior of any residential structure on any Lot shall be completed within one (1) year of commencement of construction. New and used building materials, except for temporary placement during construction, shall be stored in such a manner as not to be visible from the roads.
- b. Area of ground floor used for residence, being defined as structures resided in more than 120 days per year, shall be
 - (1) For mobile homes, a minimum of 600 square feet;
 - (2) For other structures, a minimum of 1000 square feet.These restrictions shall not apply to structures used for residence less than 120 days per year.

Section 3. Sewage Disposal. No dwelling unit shall be occupied until it is provided with a sanitary, appropriate, and adequate sewage disposal system first approved in writing by the health authority having jurisdiction thereof. (Under some circumstances, a well-constructed privy is permissible.)

Section 4. Water Supply.

- a. Subject to the requirements of the County of Klickitat and the State of Washington, an individual water supply system shall be permitted on any Lot, and wells may be drilled or used for this purpose on any Lot in the Properties.
- b. Upon the installation of a community water system, all Lots that are or could be served thereby shall be assessed the minimum assessment if and when connected to the system.

Section 5. Animals.

- a. Any area on any Lot where animals are kept and maintained shall be completely and adequately fenced.
- b. All corrals, fences, and other structures used in connection with the keeping and maintenance of animals shall be not less than fifty (50) feet from any road easement.
- c. No such animals shall be kept or maintained in any manner such as constitute a nuisance or in any manner which may violate any public law or regulation.

Section 6. Refuse. No refuse pile, garbage, obnoxious or offensive material shall be allowed to be placed or suffered to remain on the Properties, and the Owner of any Lot shall cause all refuse and other like material to be disposed of by and in accordance with the accepted sanitary practice. In the event of the Owner of any Lot failing or refusing to keep the Lot and exterior premises of the living unit free of all refuse piles or other unsightly objects, then the Association shall have the right to enter upon the Lot and remove the same at the expense of the Lot Owner, who shall repay the costs of same on demand, and such entry shall not be deemed trespass.

All garbage and trash containers, oil tanks, gas tanks, and other such facilities shall be underground or placed in walled-in areas, or otherwise concealed so that they are not visible from the adjoining properties and the roads, provided, however, that refuse cans may be placed temporarily in an accessible place for refuse collection.

This covenant shall not be applicable to any oil drillings on the Properties.

Section 7. Drainage. The Declarants and the Association shall have the right to

maintain, deepen, enlarge, and install pipes in all natural drainage courses on the Properties, with the right of reasonable ingress and egress to any Lot through which there is a natural water course; provided, however, that the exercise of this right does not interfere with any buildings or improvements located on the Lots unless they are located in the drainage course.

ARTICLE V.

GENERAL PROVISIONS

- Section 1. Enforcement. The Association or any Owner shall have the right to enforce, by any proceeding in law or in equity, all restrictions, conditions, covenants, reservation, liens, and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association, or any Owner to enforce any covenants or restrictions herein contained shall in no event be deemed a waiver of the right to do so thereafter.
- Section 2. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no wise affect any other provision which shall remain in full force and effect.
- Section 3. Amendment. The covenants and restrictions of this Declaration shall run with the land and be binding upon it, and shall inure to the benefit of and be enforceable by the Association, or by the Owner of any Lot subject to this Declaration, their respective legal representatives, heirs, successors, and assigns, for a term of ten (10) years from the date of this Declaration, being the date of its being recorded, after which time said covenants and restrictions shall be automatically extended for successive periods of ten (10) years. The covenants and restrictions of this Declaration may be amended by the approval of not less than seventy-five (75%) per cent of the votes cast in response to a notice containing the existing wording, the proposed amendment, and the reasons for the proposed amendment, sent to all Members in good standing. Any amendment must be properly recorded.
- Section 4. Variances. Any Owner who believes that his circumstances justify a variance from the restrictions given in Article V of the Declaration, may request such variance by a written petition to the Directors of the Association. Such petition shall state the arguments for such variance. The Directors may grant or deny such request by a majority decision.
- Section 5. Appeal Procedure. Any Owner who wishes to appeal a decision made by

the Board of Directors of the Association may do so by following the procedure given in the By-Laws of the association, which shall hereafter be established, for placing an item on the agenda for the next meeting of Members. The Owner making an appeal is entitled to an appropriate hearing at the meeting.

IN WITNESS WHEREOF, the undersigned, being the Declarants herein have hereunto set their hands and seals this 15 day of February, 1982.

Paul P. Hampton

W. H. Kimmel

Paul P. Hampton

Gene B. Hampton

EXHIBIT "A" - DESCRIPTION

ALL that property situate in Township 3 North, Range 13 East, Willamette Meridian, Klickitat County, Washington, described as follows:

LOT 1:

6781 The South Half of the Northeast Quarter of Section 19;
AND the West Half of the Southwest Quarter of the Northwest Quarter of Section 20.

LOT 2:

6791
11,379 The East Half of the Southwest Quarter of the Northwest Quarter;
AND the West Half of the Southeast Quarter of the Northwest Quarter of Section 20.

LOT 3:

6791 The East Half of the Southeast Quarter of the Northwest Quarter;
AND the West Half of the Southwest Quarter of the Northeast Quarter, less the East 100 feet thereof, Section 20.

LOT 4:

8445 The East Half of the Southwest Quarter of the Northeast Quarter;
AND the East 100 feet of the West Half of the Southwest Quarter of the Northeast Quarter of Section 20.

LOT 5:

6793 The West Half of the Southwest Quarter of the Northwest Quarter;
AND the West Half of the Northwest Quarter of the Southwest Quarter of Section 21.

LOT 6:

The East Half of the Southwest Quarter of the Northwest Quarter;
AND the East Half of the Northwest Quarter of the Southwest Quarter of Section 21.

LOT 7:

The West Half of the Southeast Quarter of the Northwest Quarter;
AND the West Half of the Northeast Quarter of the Southwest Quarter of Section 21.

Declaration of Protective Covenants
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LOT 8:

6793

The East Half of the Southeast Quarter of the Northwest Quarter;
AND the East Half of the Northeast Quarter of the Southwest Quarter of
Section 21.

LOT 9:

6781

The North Half of the Southeast Quarter of Section 19.

LOT 10:

6791

The Northwest Quarter of the Southwest Quarter of Section 20.

LOT 11:

11,447

The Northeast Quarter of the Southwest Quarter of Section 20.

11,428

LOT 12:

6791

The Northwest Quarter of the Southeast Quarter of Section 20.

11,448

LOT 13:

6791

The Northeast Quarter of the Southeast Quarter of Section 20.

LOT 16:

8446

Southeast Quarter of the Southeast Quarter of Section 19.

LOT 17:

6853

The North Half of the Northwest Quarter of Section 29.

LOT 18:

6791

The West Half of the Southwest Quarter of the Southwest Quarter of Section 20.

LOT 19:

The East Half of the Southwest Quarter of the Southwest Quarter of Section 20;

LOT 20:

11,427

The Southeast Quarter of the Southwest Quarter of Section 20.

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8446

LOT 21:

The Southwest Quarter of the Southeast Quarter of Section 20.

LOT 22:

The Southeast Quarter Quarter of the Southeast Quarter of Section 20.

LOT 25:

6857

The East Half of the Northeast Quarter of Section 30.

SUBJECT TO and TOGETHER WITH a non-exclusive easement for ingress, egress and utilities sixty (60) feet in width over and across all existing roads on the following described property located in Township 3 North, Range 13 East of the William Meridian, located in Klickitat County, Washington:

10,355
9315

LOT 14:

The West Half of the Northwest Quarter of the Southeast Quarter and the West Half of the Southwest Quarter of the Southeast Quarter of Section 21;

LOT 15:

6797
9679
9680

East Half of the Northwest Quarter of the Southeast Quarter and the East Half of the Southeast Quarter of Section 21;

LOT 23:

Southwest Quarter of the Southwest Quarter of Section 21;

9957
9956

LOT 24:

Southeast Quarter of the Southwest Quarter of Section 21;

10,351
8315

LOT 26:

North Half of the Northwest Quarter and that portion of the Southeast Quarter of the Northwest Quarter lying northerly and westerly of County Road No. 2146 including that portion of the North 300 feet of the Northeast Quarter of the Southwest Quarter lying West of County Road No. 2146, all in Section 28;

8316
10,512

LOT 27:

Northwest Quarter of the Northeast Quarter and that portion of the Northeast Quarter of the Southwest Quarter of the Northeast Quarter lying North of County Road No. 2146, all in Section 28;

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9679
9680

11,326
8316

11,272
8363

LOT 28:

Southeast Quarter of the Southeast Quarter of Section 21, and the Northeast Quarter of the Northeast Quarter including that portion of the Southeast Quarter of the Northeast Quarter north of County Road No. 2146 in Section 28;

LOT 31:

That portion of the following described property lying north of Hartford County Road, Northwest Quarter of the Southeast Quarter and the Southwest Quarter of the Northeast Quarter less that portion lying north of County Road No. 2146, in the East Half of the Southwest Quarter of the Northeast Quarter, less County Roads, Section 28.

ALSO SUBJECT TO easement as recorded under Auditor's File No. 63022.