

123197

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**DECLARATION OF CONDITIONS, RESERVATIONS, AND RESTRICTIONS
FOR
CARLETON HEIGHTS**

Pursuant to the Laws of the State of Washington and pertaining to and affecting **CARLETON HEIGHTS** and assigns or successors in interest, and to which these declared Conditions, Reservations, and Restrictions shall be made applicable by declaration of the owner or owners or dedicators of any such plat.

TO THE PUBLIC:

KNOW ALL MEN BY THESE PRESENTS, that Dale R. Lewis, (hereinafter referred to as "**Declarant**"), hereby declares as follows:

WITNESSETH:

WHEREAS, Declarant hereby certifies and declares he has established and does hereby establish the following general plan, including but not limited to, the Conditions, Reservations, and Restrictions herein defined, for the improvement, protection and benefit of property in Carleton Heights, and his assigns and/or successors in interest, and to which these declared Conditions, Reservations, and Restrictions shall be made applicable by declaration of the owner or owners or dedicator of any such plat, which plats, individually and collectively, are referred to herein as "Carleton Heights", and legally described as:

The Northeast quarter of the Northeast quarter of Section 33, Township 2 North, Range 5 East of the Willamette Meridian in the County of Skamania, State of Washington.

Excepting therefrom the following:

- A. That portion conveyed to Gertrude S. Ferguson by instrument recorded in Book 29, Page 546, Skamania County Deed Records.
- B. The East 565 feet thereof.
- C. That portion thereof lying Southerly of the Northerly line of Washougal River Road (County Road No. 106) as conveyed to Skamania County by instrument recorded March 8, 1962 and re-recorded April 18, 1962, under Auditor's File No. 59789, respectively.

WHEREAS, Declarant does hereby establish the following Conditions, Reservations, and Restrictions subject to which each and all residential lots and parcels, single family dwellings, and residential units and lots of every kind and nature and to any other buildings of any nature or purpose in Carleton Heights, all of which are herein referred to as "Lots or Units or Parcels" shall be held, used, occupied, leased, sold, assigned or conveyed; and

Deposited	✓
Indexed	✓
Abstract	✓
Filed	
Noted	

WHEREAS, said Conditions, Reservations, and Restrictions, each and all of which shall run with the land and touch and concern the land and shall inure to the benefit of, be imposed upon, and pass to the successors in interest of each and all said lots and parcels and servitude in favor of and enforceable by the owner or owners of any other of such lots and parcels.

NOW THEREFORE, IT IS HEREBY DECLARED AS FOLLOWS:

SECTION 1. CONDITIONS, RESTRICTIONS, COVENANTS.

1.1 LAND USE. The general plan for location of lots, parcels and easements shall be as specified in the Carleton Heights recorded survey. Only single family dwellings with attached or unattached garages, barns and outbuildings, and related units, including guest residence subject to Skamania County approval, and amenities related to any thereof, shall be constructed or maintained in areas designated for residential purposes only; provided, exceptions or variances may be allowed if first approved in writing. Barns and outbuildings shall be constructed of similar materials and workmanship as the dwellings.

No mobile home, manufactured home, and/or modular, shall be used as a permanent or temporary residence on any described property within Carleton Heights. Owner's personal recreational vehicles and boats may be stored but not lived in or hooked up to any sewage system.

All structures shall be completed within one (1) year from the date of the start of construction of such structure.

No portion of the property within Carleton Heights shall be used in whole or in part for the storage of any property or thing that will cause such property to appear unclean or untidy or that will be obnoxious to the eye. No inoperable motor vehicles shall be stored on the property, unless fully enclosed in garage or barn.

Utilities to service lots and parcels will be installed underground in the private right of way; that is, electrical service and telephone lines. Until such time as sewer is available, all sewage disposal shall be by means of septic tanks of a type construction and outlets in accordance with the regulations of the Southwest Washington Health District, all mound systems to be constructed to minimize the slope of sides in order to make mounds more aesthetically pleasing.

1.2 FENCES, HEDGES, AND WALLS. No planting or structure obstructing vision at roadway intersections or driveways, shall be permissible or maintained. Installation and maintenance of retaining walls that are required and approved in writing by the owners of Carleton Heights due to topographic conditions on individual lots are the sole and absolute responsibility of the property owner and are not the responsibility of the Declarant, his successors and assigns, or the owners of Carleton Heights.

1.3 FARMING/ANIMALS. Small farming may be permitted, but there shall be no commercial raising of dogs, pigs, cattle, poultry, or fur-bearing animals, nor shall there be any

kennels operated on a commercial basis. Household pets may not be kept, bred or maintained for a commercial purpose. Dogs and cats and other animals and reptiles shall be controlled as provided by ordinance of Skamania County and shall not be permitted to run free or otherwise to be or become a nuisance or a source of annoyance to other residents. The Declarant or the owners of Carleton Heights may at any time require the removal of any animal which it finds is disturbing other owners unreasonably. The owners of Carleton Heights may exercise this authority for specific animals even though other animals are permitted to remain.

1.4 SIGNS. No sign shall be erected or displayed upon any unit, parcel or building, excepting Street Name signs, Traffic signs, House Number/Name signs, and "No Trespassing" signs. Real Estate "For Sale" signs are specifically forbidden.

1.5 USE OF PROPERTY. No dwelling is to be used for the conduct of business or for any commercial purpose unless such use meets the requirements of any applicable provisions of the County of Skamania. No oil or gas well, mine or quarry, or equipment thereof and no appliance or structure for business purposes shall be located or operated on any of said Property designated as residential premises. No line or wires for the transmission of current or for telephone use shall be constructed, placed, or permitted to be placed upon any residential lot or building site outside the buildings thereon unless the same shall be underground or in a conduit attached to a building. Garbage and other waste shall be kept in sanitary containers away from public view and regularly disposed of; and nothing shall be done which may constitute a nuisance or aesthetic burden to the neighborhood or other occupants. It is the obligation of each and every resident or unit owner to strictly comply with the Skamania County Code pertaining to public disturbances, noise, or any other rule or regulation pertaining to the same.

1.6 LANDSCAPE AND MAINTENANCE. All yards and pastures shall be maintained to minimize fire hazard.

1.7 SLOPE AND DRAINAGE EASEMENTS. Each owner will not block, hinder, or interfere with the established drainage pattern over such owner's land from adjoining or adjacent land.

1.8 RESIDENTIAL UNITS/SQUARE FOOTAGE MINIMUMS. All houses shall have a minimum of 1,000 square feet of floor area for all single-level homes and 1,500 square feet of floor area for all multi-level homes, including daylight basements. All new construction shall utilize new materials. The use of metal siding and roofing is allowed with factory finish or paint, excluding galvanized metal finish and/or color.

1.9 MOTORCYCLES, OFF-ROAD VEHICLES, FIREARMS. No motor-cycles, off-road vehicles, or similar recreational vehicles shall be driven within Carleton Heights, except to drive from and to the resident's property, and only if the resident is the owner of the vehicle. No firearms shall be discharged within Carleton Heights.

1.10 GRANT OF WAIVERS OR CONSENTS. Jurisdiction and authority to grant or extend exceptions, variances, waivers, and consents contemplated by the foregoing Section 1.1 through 1.9, inclusive, shall be exclusively in the Carleton Heights owners.

SECTION 2. COMMON USES.

2.1 DEFINITION. Within Carleton Heights, Declarant proposes to construct certain community facilities for the use, service, or benefit, in common, of all the residents of Carleton Heights, or specific portions thereof. These uses are herein referred to as "Common Facilities" and include, with the specific exceptions defined below, the private roads other than those which shall have been accepted by Skamania County and incorporated into its road system and as set forth on the final plat of Carleton Heights. Such "Common Facilities" may also include other community uses approved by the owners within Carleton Heights.

SECTION 3. PRIVATE ROADWAYS.

The owners within Carleton Heights shall provide for maintenance and operation of private roadways as shown and/or described on the final plat of Carleton Heights.

3.1 RESPONSIBILITY FOR ROAD MAINTENANCE. Each owner of a lot within Carleton Heights, and all owners collectively, are responsible for maintenance of private roadways within Carleton Heights. The private roadways shall be maintained in good, passable condition under all traffic and weather conditions. The owners of Carleton Heights shall share equally, the expenses of maintenance, repair and/or restoration and construction of the roadways. In the event any of the platted parcels within Carleton Heights becomes two or more parcels, the new parcel or parcels shall share equally with the other Carleton Heights owners in the maintenance, repair and/or restoration and construction of the roadways. All properties or lot owners utilizing an easement over the private roadways shall share equally, the expenses of maintenance, repair and/or restoration and construction of the easement roadway. Notwithstanding the provisions of Section 5.1 or the termination of these Declarations, the lot owners and their successors and assigns, devisees and real estate vendees shall remain jointly and severally liable for the maintenance, repair and/or restoration and construction of private roadways servicing Carleton Heights.

3.2 LEVY OF PRIVATE ROADWAY MAINTENANCE ASSESSMENTS. The owners of Carleton Heights shall levy and collect assessments for the maintenance, construction, repair, and/or restoration of the private roadways from each owner of a parcel or a combination of parcels on an equal basis. The Declarant or his successors will be deemed the Owner of all lots and parcels not sold to other parties for purposes of this section.

3.2.1 Each and every calculation and assessment made pursuant to the terms of this Section shall be enforceable by the owners of Carleton Heights or the Declarant in the manner set forth in Section 5.2 of these Declarations.

3.2.2 Each such assessment, together with interest at the rate of eighteen percent (18%) per annum from the due date on the unpaid balance of the assessment and costs and expenses, and also including reasonable attorney fees (whether or not suit is filed, and including any appeal from any court decision), incurred in the collection thereof, shall become a charge and lien against the respective residential lot and a continuing lien on the residential lot against which the assessment is made, which lien may be enforced by a suit in law or equity.

SECTION 4. PROPERTY OWNERS ASSOCIATION.

Declarant hereby does form an association for the administration of the Conditions, Reservations and Restrictions herein and for the administration of maintenance and improvements of the private roadways as provided herein.

4.1 **NAME OF ASSOCIATION.** The name of the Association formed hereby shall be the *Carleton Heights Property Owners Association*.

4.2 **ORGANIZATION.** There shall be one (1) member for each lot of real property described above. Declarant shall preside at the first organizational meeting of the membership, until the first permanent Chairperson of the Association has been duly elected and qualified. The first meeting of the Association shall be for the purpose of electing officers, adopting by-laws, and considering such other business as may properly come before the organizational meeting of the membership.

4.3 **MEETINGS OF ASSOCIATION.** The Association shall conduct a meeting of its members at least one each calendar year at a suitable time and place; provided that the first annual meeting referred to herein shall be held within (1) year after completion of the construction of the roadways.

SECTION 5. GENERAL PROVISIONS.

5.1 **TERMS.** All of the restrictions, covenants, and agreements herein contained shall apply to all lots in Carleton Heights and shall be binding upon all parties claiming under Declarant until January 1, 2016, at which time they shall automatically extend for successive periods of ten (10) years; unless, effective January 1, 2016, or at the end of any such ten-year (10-year) extension upon written notice given to all owners within Carleton Heights and approval by two-thirds (2/3) vote of those present and voting, at a special meeting of all owners called for such purpose, shall resolve to terminate these restrictions; provided, that, with the concurrence of Declarant, or his successors as developer, during such period as he shall own any real property in Carleton Heights, the restrictions may be changed, supplanted, or rescinded in any or all particulars at any time by a vote of two-thirds (2/3) of the owners of Carleton Heights at any meeting called for such purpose, whereupon such change shall be binding upon such owners of residential lots and parcels in Carleton Heights and its successors in interest and the occupant of such residential lots and parcels.

5.2 ENFORCEMENT. Should any covenant or restriction then in effect be violated, or should an attempt be made to violate any such covenant or restriction, any person owning a lot or parcel in Carleton Heights or Carleton Heights owners or Declarant, or his successor, may prosecute any proceedings in law or in equity to restrain or abate such violation against the responsible person. Costs, expenses and reasonable attorney fees incurred by the Carleton Heights owners shall constitute a lien thereon.

5.3 SUBORDINATION. Any breach of the covenants and restrictions contained herein, a re-entry by reason thereof, or judgment or lien resulting therefrom shall be subordinate to any mortgage or Deed of Trust herebefore or hereafter executed in good faith and for value encumbering a unit or parcel and shall be binding upon and effective against a subsequent purchaser thereof.

A bonafide purchaser for value or mortgagee or beneficiary under a Deed of Trust, without actual or constructive notice of an existing breach of the Conditions and Restrictions contained herein shall not be bound thereby; provided, the Carleton Heights owners may execute, acknowledge, and record a Notice of Claim of Breach, setting forth the facts thereof with any monetary amount involved, description of the unit or parcel against which the lien is claimed, and name or names of the reputed owners thereof. Such notice, recorded in Skamania County, Washington, shall be public notice of such breach, and constructive notice to any subsequent purchaser, but if no action for enforcement thereof has been commenced within 120 days after recording, such notice shall expire and the breach described presumed to have been remedied.

5.4 SEVERABILITY. Invalidation by judgment or decree by any court of any one or more of these restrictive covenants herein defined or as hereafter duly amended shall in no way affect any of the remaining provisions which shall remain in full force and effect.

5.5 BINDING EFFECT. The provisions contained in this Declaration, as herein defined or as hereafter duly amended, shall bind and inure to the benefit of and be enforceable by, the Declarant, the owner or owners of any lot or parcel in Carleton Heights and their respective representatives, successors, or assigns.

5.6 NON-WAIVER. Failure or delay to enforce any covenant or restriction shall not be deemed a waiver of the right to do so.

5.7 COVENANT RUNNING WITH THE LAND. It is intended that these Declarations and Restrictions shall be operative as a set of covenants running with the land and touching and concerning the land, or equitable servitudes, supplementing and interpreting these Declarations and Restrictions, and operating independently of the Declarations and Restrictions should the Declarations and Restrictions be, in any respect, inapplicable.

5.8 PERSON, ETC. When interpreting these Declarations and Restrictions, the term "person" may include natural persons, partnerships, corporations, associations, and personal representative. The term "mortgage" may be read to include Deed of Trust. The singular may in-

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clude the plural and the masculine may include the feminine, or vice versa, where the contest so admits or requires.

5.9 CAPTION AND SCHEDULES. Captions given to the various Sections herein are for convenience only and are not intended to modify or affect the meaning of any of the substantive provisions hereof.

IN WITNESS WHEREOF, Declarant has executed this instrument this 10th day of August, 1995

Dale R. Lewis

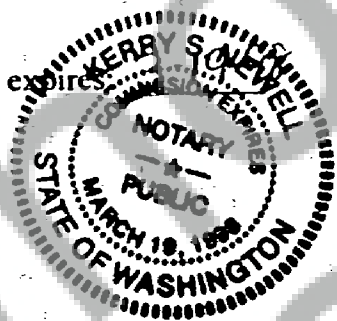
STATE OF WASHINGTON)
 : ss
County of Clark)

On this day personally appeared before me **Dale R. Lewis**, to me known to be the individual described in and who executed the foregoing instrument and acknowledged to me 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 9th day of August, 1995.

Kerry S. Newell
Notary Public in and for the State of Washington,
residing at Vancouver.

My Commission expires



FILED FOR RECORD
SKAMANIA CO. WASH
BY *Planning Dept*
Aug 30 3 41 PM '95
P. Lowry
AUDITOR
GARY H. OLSON