

130713

BOOK 174 PAGE 14

FILED IN RECORD
SEAL WASH
BY Planning Dept.

MAR 5 10 50 AM '98

O. Lawry
AUDITOR
GARY H. OLSON

RETURN ADDRESS:

Ellen Henriksen
3510 NE Fourth Ave.
Camas, WA 98607

Please Print or Type Information.

Document Title(s) or transactions contained therein:

1. CC + R's
- 2.
- 3.
- 4.

GRANTOR(S) (Last name, first, then first name and initials)

1. Henriksen, Ellen
- 2.
- 3.
- 4.

☐ Additional Names on page ____ of document.

GRANTEE(S) (Last name, first, then first name and initials)

1. Mill Lane Short Plat
2. Canyon Creek Short Plat
- 3.
- 4.

☐ Additional Names on page ____ of document.

LEGAL DESCRIPTION (Abbreviated: I.E., Lot, Block, Plat or Section, Township, Range, Quarter/Quarter)

Section 35, Township 2 North, Range 5 East

☒ Complete legal on page 1 of document.

REFERENCE NUMBER(S) Of Documents assigned or released:

Book 3 Page 292 of the Canyon Creek Short Plat
Book 3 Page 323 of the Mill Lane Short Plat

☐ Additional numbers on page ____ of document.

ASSESSOR'S PROPERTY TAX PARCEL/ACCOUNT NUMBER

2-5-35-800 & 2-5-35-801 thru 804

☐ Property Tax Parcel ID is not yet assigned.

☐ Additional parcel #'s on page ____ of document.

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

COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
CANYON CREEK ESTATES and MILL LANE ESTATES

The owner and developer of CANYON CREEK ESTATES and MILL LANE ESTATES, adjacent subdivisions, does hereby declare the following covenants, conditions and restrictions are to apply to said subdivisions located within the following description:

The N.E. ¼ of the S.W. ¼ and that portion of the East half of the N.W. ¼ of Section 35, Township 2 North, Range 5, East of the Willamette Meridian lying South of Mabee Mines Road, Skamania County, Washington

1. EFFECT AND DURATION: The following reservations, covenants, conditions, and restrictions (hereafter CC&Rs) shall run with the land, shall be binding upon and enure to the benefit of all parties hereto, their successors and assigns, and all persons claiming by or through them and shall be a part of all transfers and conveyances of the property within the subdivisions known as CANYON CREEK ESTATES and MILL LANE ESTATES as if fully set forth in such transfers and conveyances. The CC&Rs shall be binding and effective for a period of thirty (30) years from the date of the approval of said subdivisions and the filing hereof. Thereafter these CC&Rs shall be automatically extended for successive periods of ten (10) years unless a written instrument signed by a majority of the lots of the then owners of record within both subdivisions named herein is recorded agreeing to change the CC&Rs in whole or in part. Provided, however, the CC&Rs may be modified at any time during their existence by an affirmative vote of eighty (80) per cent of the lots (not of the owners) by the owners of record of both subdivisions. There shall be but one vote per lot regardless of how the ownership is held. Any cancellation, revisions or modifications of the CC&Rs shall be effective when evidenced by a suitable instrument filed for public record. The developer, or her successors as developers, reserves the right to modify the CC&Rs during the period of development without vote of the other owners of lots within said subdivisions, provided, however, such modification shall not affect the provisions of paragraph 2 below.

2. LAND USE AND BUILDING TYPE: No parcel lot or parcel shall be used except for residential and related recreational purposes. No building shall be erected, placed, altered or permitted to remain on any parcel other than one single family dwelling and private garage for not more than three (3) cars. However, the foregoing shall not preclude the construction of a private greenhouse, barn, stable, private swimming pool or enclosure for the storage of a boat, motor home and/or camping trailer and yard and farm equipment, provided the location of such additional non dwelling structures are in conformity with all applicable ordinance, laws and regulations and are compatible in design and decoration with the residence constructed on such parcel.

3. **DWELLING SIZE AND TYPE OF STRUCTURE:** These subdivisions are restricted to single family dwellings to be constructed in accordance with the then current Uniform Building Code requirements and Skamania County regulations and shall not be less than 960 square feet for a single story building exclusive of garages, basement (including daylight), decks, porches and other non-living areas. Modular homes and mobile homes are permitted, provided they are placed on a secure foundation, completely skirted and are not older than five (5) years from date of manufacture at the time of placement on the property.

No structure of a temporary character of any type except for use in connection with construction during the one year construction period shall be erected, placed or allowed to remain on any lot nor shall any dwelling be occupied prior to its completion.

4. **BUILDING LOCATION:** No buildings or structures shall be located or allowed to remain within the applicable front, side and back set backs established by Skamania County. In additions thereto, No structure shall be placed within twenty-five (25) feet of the established lot lines.

5. **COMPLETION:** Construction of any dwelling or structure shall be completed including exterior decoration and skirting, if applicable, within one year from the date of start of construction. All lots shall, prior to the construction of improvements thereon, be kept in a natural condition (plantings, clearing and mowing excepted). When construction is completed all unused materials shall be assembled and either disposed of or stored in a neat and orderly manner so as not to create an unsightly appearance, nuisance or fire hazard.

6. **NUISANCES:** No noxious, hazardous, or toxic materials shall be carried onto or maintained upon any parcel. Nor shall anything be done thereon which may be or may become an annoyance or nuisance to the enjoyment of the other lots. No commercial business, including dairy, farming or breeding operations shall be conducted within the subdivisions.

7. **FENCING:** Fencing is allowed along lot lines and within each lot as may be required, subject to the following restrictions: No fence shall be erected or maintained in such a manner as to interfere with the view of any of the other lots in the subdivisions and shall be constructed of wire or post and rail wood fencing. Solid screen fencing shall not be used except within the interior of a lot for aesthetic or screening purposes, however, not to exceed six (6) feet in height and shall not run more than fifty (50) feet in any lineal direction which shall include spacing and/or breaks.

8. **SIGNS:** No sign of any kind shall be erected, maintained or displayed on any residential parcel except one professional sign advertising the property for sale or rent or signs used by the developer or a builder to advertise the property during initial sales. This restriction shall not be construed to prohibit ornamental signs designating the name of the owners or residents of the subdivisions or warning signs.

9. **STORAGE, GARBAGE AND REFUSE DISPOSAL:** All trash, garbage, and waste shall be kept in sanitary containers pending collection and removal. No lot shall be used for the

accumulation and storage of materials including nonoperating vehicles, tires, motor vehicle parts and any items not directly associated with the use of the property as a single family residence and the building permitted under paragraph 2 above.

11. OIL AND MINING: No oil drilling, oil development operations, quarrying or mining operations or any kind shall be permitted upon any of the lots within these subdivisions nor shall oil storage tanks (except as needed for domestic use), mineral excavations or shafts be permitted upon any lot.

12. LIVESTOCK AND POULTRY: Livestock and poultry are allowed only within fenced areas, provided that they are not kept, bred or maintained for any commercial purpose and further provided they are not permitted to cause damage, constitute a nuisance or run at large within the subdivisions.

13. ENFORCEMENT: The failure by any party affected by these CC&Rs to enforce any of the provisions hereof shall in no event be deemed a waiver of existing or future violations nor shall the invalidation by judicial proceedings of any part of these CC&Rs affect any of the other provisions which shall remain in full force and effect.

Should any suit or action be instituted by any party affected by these CC&Rs to enforce any provision or to restrain the violation thereof after demand for compliance or for cessation of such violation or should any party be required to defend against any claimed violation, the court may award a reasonable attorney's fee and costs to the prevailing party.

Dated this 5 day of August, 1997.

Ellen M. Henriksen
Ellen M. Henriksen, owner/developer

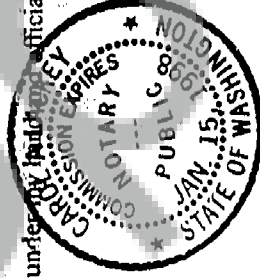
STATE OF WASHINGTON)

County of Clark)

)ss.

On this day personally appeared before me Ellen M. Henriksen to me known to be the individual described in and who executed this instrument and acknowledged the she signed the same as her free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal this 5 day of August, 1997



Carol A. Spector
Notary Public for the State of Washington
Residing at 1120 15th Ave S
My commission expires: 01/15/98

17