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BOOK 190 PAGE 482

RETURN ADDRESS:

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Stephen & Gina Chambers
JUN 10 10 50 AM '99
CLAWRY
CLAWRY & CO.

Please Print or Type Information.

Document Title(s) or transactions contained therein:

1. Covenants, Conditions & Restrictions
2. _____
3. _____
4. _____

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

1. Chambers, Stephen M. et ux
2. _____
3. _____
4. _____

☐ Additional Names on Page _____ of Document.

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

1. Public, The
2. S&B Short Plat
3. _____
4. _____

☐ Additional Names on Page _____ of Document.

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

Lots 1, 2, 3 & 4 S&B Short Plat Vol 13 Pg 284

☐ Complete Legal on Page _____ of Document.

REFERENCE NUMBER(S) Of Document assigned or released:

☐ Additional Numbers on Page _____ of Document.

ASSESSOR'S PROPERTY TAX PARCEL/ACCOUNT NUMBER

3-8-21-2-800, 813, 825 & 826

☐ Property Tax parcel ID is not yet assigned.

☐ Additional Parcel Numbers 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.

**DECLARATION OF CONDITIONS, COVENANTS
AND RESTRICTIONS AFFECTING
THE S & G SHORT PLAT**

This DECLARATION is made this 18th day of June, 1999, by **STEPHEN M. CHAMBERS and GINA L. CHAMBERS**, husband and wife, ("Declarants").

RECITALS

1. The Declarants own all that certain real property known as the S & G Short Plat, located in the Southeast Quarter (SE 1/4) of the Northwest Quarter (NW 1/4) of Section 21, Township 3 North, Range 8 East of the Willamette Meridian, County of Skamania, State of Washington, and legally described in the duly filed plat recorded on April 12, 1996, in Book 3 at Page 284, Plat Records of Skamania County, Washington (the "Property").

2. The Declarants, for themselves, their successors and assigns, desire to adopt certain conditions, covenants and restrictions intended to govern the development and use of the Property, and every Lot and portion of the Property, in order that all Owners may use and fully enjoy the lots as attractive, well-maintained and livable.

NOW, THEREFORE, the Declarants hereby declare that the Property, and each and every Lot and portion thereof, shall be held, sold and conveyed subject to the conditions, covenants and restrictions set forth in this Declaration, for the enjoyment and benefit of the owner(s) of any lot or tract in the S & G Short Plat. These conditions, covenants and restrictions constitute covenants running with the land and shall be

binding upon all present and future owners of the Property, on any Lot or portion thereof or any interest thereon.

DEFINITIONS

The following words, when used in this Declaration, shall have the following meanings:

1. "Property" shall mean and refer to all real property contained within the plat (the "Plat") of the S & G Short Plat filed in the Plat Records of Skamania County, Washington, on April 12, 1996, in Book 3 at Page 284.
2. "Declarant" shall mean and refer to the undersigned **Stephen M. Chambers and Gina L. Chambers**, husband and wife, their successors and assigns.
3. "Lot" shall mean and refer to, severally, the respective lots developed or to be developed within the Property; said lots are presently numbered 1, 2, 3 and 4.
4. "Owner" shall mean and refer to the record owner, including contract seller, whether one or more persons or entities, of any Lot or any parties of the Property, but excluding those having such interest merely as security for the performance of an obligation.
5. "Residence" shall mean and refer to that portion of any structure intended to be occupied as a dwelling under applicable zoning and building laws and restrictions, together with attached or detached garage and the portions, porches, decks and steps annexed thereto.

6. "Set Back" shall mean and refer to the minimum distance required by local ordinance or zoning regulations, or the Declaration, between a Residence or other structure and the street, road or lot line.

CONDITIONS, COVENANTS AND RESTRICTIONS

1. Land Use and Building. The Property, and each Lot or portion thereof, shall be developed and used solely as a residential neighborhood. No owner shall use or permit the use of any Residence or other structure for commercial or business purposes or for any purpose other than residential use. The construction of any Residence or other structure shall be completed and painted within eighteen (18) months from the time construction thereof is commenced.

2. Building Requirements. All Residences or other structures constructed on any location or portion of the Property shall comply with the following building requirements:

A. No Residence shall have less than 1200 square feet of floor area, exclusive of open porches, garages, garden houses and other houses.

B. Site built homes with masonry and/or concrete foundations are acceptable if built to Washington State Energy Codes and Uniform Building Codes. Modular homes and pre-packaged homes must be built on masonry and/or concrete foundations and be acceptable to Washington State Energy Codes and Uniform Building Codes.

C. Roofing shall be of wood shake or shingle, tile, metal, or a reasonable substitute. Windows shall be of wood, vinyl or metal frame construction.

D. All buildings and outbuildings shall conform to Washington State Energy Codes, the Uniform Building Code, Washington State Electric Code and Uniform Plumbing Code and any other applicable codes.

E. All structures on the Lot other than the Residence shall be constructed at the rear or behind the front of the residence. Such structures shall be architecturally designed to match the style of the Residence with construction material of like kind, shall be sightly and of a character to enhance the value of the Lot. All structures shall be finished, sealed, stained and/or painted on the exterior.

3. Landscaping. An attempt shall be made to preserve existing trees on any Lot. All shrubbery, lawns, hedges, trees and other landscaping shall be mowed, trimmed and kept well-groomed at all times.

4. Fences and Walls

- A. Fences shall not exceed 72 inches in height.
- B. No barbed wire fences shall be used between lots.

5. Property Use Restrictions

A. No sign of any kind shall be displayed to public view on any Residence or other structure on any Lot except one professional sign of not more than five square feet advertising the Lot for sale or rent. A larger sign may be used by the Developer or Builder to advertise the Lot during a sales period or building period. If said Lot is sold or rented, any sign relating thereto shall be removed immediately, except that the builder or its agent may post a "sold" sign for a reasonable period following a sale.

B. No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot, except dogs, cats or other household pets.

C. No Lot or portion of the Property shall be used or maintained as a dumping ground for rubbish, trash, garbage, or any other waste. No garbage, trash or other waste shall be kept or maintained on any part of said property except in a sanitary container. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition and shall be screened from public view and MUST comply with current Skamania County fire codes.

D. No noxious or offensive activity or noxious or offensive or unsightly conditions shall be permitted upon any Lot or portion of the Property, nor shall anything be done thereof which may be or become an annoyance or nuisance to the neighborhood.

E. No trailer, camper-truck, tent, garage, barn, shack, or other outbuilding shall at any time be used as a residence permanently on any Lot or portion of said Property. Trailers, motor homes or truck-campers may be occupied a maximum of ten (10) weeks per year as a recreational vehicle only.

F. No boats, trailers, trucks (except pickups), logging trailers, junk cars, truck-campers and like equipment or other unsightly vehicles, shall be parked or stored on any part of any Lot or portion of the Property nor on public ways adjacent thereto, excepting only within the confines of an enclosed garage or other screened enclosure, and no portion of same may project beyond the enclosed area. All other parking of equipment shall be prohibited.

G. No outdoor overhead wire or service drop for the distribution of electric energy or for telecommunication purposes, nor any pole, tower or other structure supporting said outdoor overhead wires, shall be erected, placed or maintained within any Lot or portion of the Property. All purchasers of any Lot, their heirs, successors and assigns shall use underground service wires to connect their Residence or other structures to the underground electric or telephone utility facilities.

6. Duration. These Conditions, Covenants and Restrictions shall run with the land and shall be binding upon all parties hereto and all persons claiming under them for a period of ten (10) years from the date they are recorded, after which time they shall be automatically extended for subsequent periods of ten (10) years unless all of the Owners of the Lots shall vote to change said Conditions, Covenants and Restrictions in whole or in part.

Invalidation of any one of these covenants by document or court order shall in no way affect any of the other provisions, which shall remain in full force and effect.

DATED: Effective as of June 18, 1999.


STEPHEN M. CHAMBERS


GINA L. CHAMBERS

STATE OF WASHINGTON)
) Ss.
County of Skamania)

On this day personally appeared before me Stephen M. Chambers and Gina L. Chambers, husband and wife, to me known to be the individuals described in and who executed the within and foregoing instrument, and acknowledged that they signed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 18th day of June 1999.



(Signature) Peggy B Lowry
(Print Name of Notary) Peggy B Lowry
Notary Public in and for the State of Washington,
Residing at Carson

My Commission expires: 2/23/03