

WHEN RECORDED RETURN TO:

Doc # 2006162696
Page 1 of 6
Date: 08/21/2006 12:41P
Filed by: JASON THOMPSON
Filed & Recorded in Official Records
of SKAMANIA COUNTY
J. MICHAEL GARVISON
AUDITOR
Fee: \$37.00

DOCUMENT TITLE(S) Declaration of CCR's
REFERENCE NUMBER(S) of Documents assigned or released: 2006161315
<input type="checkbox"/> Additional numbers on page ____ of document.
GRANTOR(S): Jason & Cheryl Thompson
<input type="checkbox"/> Additional names on page ____ of document.
GRANTEE(S): School house SD
<input type="checkbox"/> Additional names on page ____ of document.
LEGAL DESCRIPTION (Abbreviated: i.e. Lot, Block, Plat or Section, Township, Range, Quarter): Lots 1, 2, 4, 5, 6
<input type="checkbox"/> Complete legal on page ____ of document.
TAX PARCEL NUMBER(S): 020531400201 (Lot 1) 020531400202 (Lot 2) 020531400204 (Lot 4) 020531400205 (Lot 5) 020531400206 (Lot 6)
<input type="checkbox"/> 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.

DECLARATION OF CANYON CREEK ESTATES
PROTECTIVE COENANTS, CONDITIONS AND RESTRICTIONS

KNOW ALL MEN BY THESE PRESENTS: Jason and Chera Thompson, hereinafter called the "Declarant," does hereby declare as follows:

WHEREAS, Declarant is the owner of the real property in Skamania County, Washington, School House Subdivision as the same appears in the Plat recorded in book _____ page _____ of Plat Records of Skamania County, Washington.

File # 2006 161315

WHEREAS, the Declarant desires to declare of public record their intention to create certain protective covenants, conditions and restrictions (C.C. & R's) in order to effectuate a general scheme of development creating benefits and obligations for the owner of said property, as to the following single family lots 1,2,4,5,6.

NOW, THEREFORE, Declarant hereby declares that all of the properties described above shall be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions which are for the purpose of protecting the value and desirability of the real property, which shall run with the land and shall inure to the benefit of each owner thereof. These easements and C.C. & R's shall be binding on all parties having any right, title or interest in the described properties or any parts thereof, their heirs, successors and assigns.

(1) LAND USE AND BUILDING TYPE

No manufactured homes or trailer houses are allowed. No lot shall be used except for residential purposes. No building shall be erected, altered or permitted to remain on any lot other than one single family dwelling and a private garage or shop for not less than two (2) cars. The foregoing provision shall not exclude construction of a private greenhouse, storage unit, private swimming pool or a shelter or port for the protection of such swimming pool, provided the location of such structures is in conformity with the applicable municipal regulations and is compatible in design and decoration with the residence constructed on such lot. The provisions of this section shall not be deemed to prohibit the right of any licensed builder to construct a residence on any lot, to store construction materials and equipment on said lots in the normal course of construction and to use any single family residence as a home.

(2) DWELLING SIZE

The minimum square footage of a single-family house shall be 2000 square feet. A multi-level single family house shall have a minimum of 2500 square feet of living space exclusive of garage, open porches, patios, breezeways or any building structure of floor which is other than a part of the principal residential structure.

(3) EASEMENTS

Easements as shown on the subdivision plat shall be preserved by the respective lot owners. Site improvements shall not be placed so as to interfere with the maintenance of any easement. The owner of any lot which has an easement shall maintain the easement area at his or her own expense, except for improvements for which a public authority or utility is responsible

(4) OFFENSIVE ACTIVITIES

No noxious or offensive activity shall be carried on upon any lot, or shall anything be done, grown or placed upon any lot, which interferes with or jeopardizes the enjoyment of other owners within this subdivision.

(5) SIGNS

No signs shall be erected or maintained on any lot except not more than one "For Sale" or "For Rent" sign placed by the Owner, Declarant or by a licensed real estate agent, not exceeding forty-four (44) inches high and thirty-six (36) inches long, may it be temporarily displayed on any lot. This restriction shall not prohibit the temporary placement of "political" signs on any lot by Owner or appointees provided the same shall not be a violation of the controlling governmental sign ordinances.

(6) LIGHTING

Area, flood and ornamental lighting must be of a subdued nature.

(7) VEHICLES IN DISREPAIR

No owner shall permit any vehicle, which in an extreme state of disrepair to be abandoned or to remain parked upon any lot or on the open space or on any street for a period in excess of forty-eight (48) hours. A vehicle shall be deemed to be in an "extreme state of disrepair" when due to its continued inoperability or significant damage it offends the occupants of the neighborhood.

(8) RUBBISH AND TRASH

No lot shall be used as a dumping ground for trash or rubbish of any kind. All garbage and other waste shall be kept in appropriate sanitary containers for proper disposal and out of public view. Yard rakings and dirt resulting from landscaping work shall not be dumped onto streets or on any lots. Trash and garbage, properly bagged or boxed, may be permitted at street curbs on the night before or on pickup days only.

(9) TEMPORARY STRUCTURES

No structure of a temporary character, trailer, motorhome, basement, tent, shack, garage, barn or other outbuilding shall be used on any lot at any time as a residence.

(10) UTILITIES

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 overhead wire shall be erected, placed or maintained within this subdivision. All owners of lots within this subdivision, their heirs successors and assigns shall use underground wires to connect their premises and the structures built thereon to the underground electric TV, cable or telephone utility facilities provided.

(11) COMPLETION OF CONSTRUCTION

The construction of any building on any lot, including private lot drainage, painting, and all exterior finish, shall be completed within six (6) months from the beginning of construction so as to present a finished appearance when viewed from any angle. In the event of undue hardship due to weather conditions, this provision may be extended for a reasonable length of time.

(12) LANDSCAPE COMPLETION

All front yard landscaping must be completed. The front yard and side yard on corner lots landscaping must be installed upon substantial completion of the residence. All remaining landscaping must be completed within six (6) months of acceptance of the dwelling. In the event of undue hardship due to weather conditions, this provision may be extended for a reasonable time.

(13) FENCES AND HEDGES

The maximum height of a boundary fence or hedge on any lot shall be six (6) feet.

(14) ANTENNAS AND SERVICES FACILITIES

No exterior antennas or satellite dishes of any kind shall be permitted, except "Digital Satellite Systems" are permitted. The dish may not exceed 25 inches in diameter. Clothes lines and other service equipment shall be screened so as not to be viewed from the street.

(15) EXTERIOR MATERIALS

Roofing materials must be tile or composition shingle 30 year limited warranty. The exterior siding material shall be cedar, stone, brick, stucco, Hardi Plank, or an alternative lap siding. Dwellings shall be double wall construction. T-ONE ELEVEN plywood or other pressed wood sheet siding shall not be permitted. Windows shall be wood or an approved vinyl or approved anodized aluminum. Exterior doors shall be wood.. Garage doors can be of either wood or metal construction. The front of the dwellings exterior must have 20% brick, rock or stone.

(16) EXTERIOR FINISH

The exterior finish of all construction on any lot shall be designated, built and maintained in such a manner as to blend in with the existing structures and landscaping within this subdivision. Exterior trim, fences, doors, railings, decks, eaves, gutters and exterior finish on garages and other accessory buildings shall be designated, built and maintained to be compatible with the exterior of the structures they adjoin. Mailbox and newspaper receptacles placed in front of any lot shall be included in a single structure of a design approved by Delarant prior to construction unless otherwise dictated by the US Postal Service.

(17) WINDOW COVERINGS

Window coverings, other than commercially produced curtains, shutters, drapes or blinds, or those non-commercially produced but of comparable quality, shall not be permitted to be visible from any public or private street at any time after occupancy of dwelling.

(18) MISCELLANEOUS PROVISIONS

- (a) ON SITE CONSTRUCTION: All structures in said subdivision shall be constructed entirely on site
- (b) HEATING & AIR CONDITIONING: Window mounted air conditioners shall not be allowed.

IN WITNESS WHEREOF, Declarant has executed this Declaration as of the date set forth above.

(Acknowledgment on following page.)

Robert Jason Thompson
Robert Jason Thompson

Chera D. Thompson
Chera D Thompson

State of Washington, County of Clark,

I certify that I know or have satisfactory evidence that Robert Jason Thompson and Chera Thompson are the persons who appeared before me and said person acknowledged that they signed this instrument and acknowledged it to be there free and voluntary act for the uses and purposes mentioned in the instrument.

Dated: August 21, 2006

Signature: Jessica L. Soule

Printed name: Jessica L. Soule

Notary Public in the state of Washington

Residing at Washougal, therein

My Commission expires: 12/15/09

