

WHEN RECORDED RETURN TO:

William & Christine Thier
5109 Douglas Drive
Yakima, WA 98908

DOCUMENT TITLE(S):

Declaration of Covenants, Conditions and Restrictions Church Short Plat

REFERENCE NUMBER(S) OF DOCUMENTS ASSIGNED OR RELEASED:

GRANTOR:

William B. Thier and Christine Thier, husband and wife

GRANTEE:

William B. Thier and Christine Thier, husband and wife

LEGAL DESCRIPTION:

A tract of land located in Section 30, Township 2 North, Range 7 East of the Willamette Meridian, in the County of Skamania, State of Washington, more particularly described as follows:

Lots 1, 2 and 3 CHURCH Short Plat, recorded in Auditor's File Number 2017001709, Skamania County Records.

TAX PARCEL NUMBER(S):

02-07-30-1-1-5700-00, 02-07-30-1-1-5702-00, 02-07-30-1-1-5703-00

Skamania County Assessor

Date 10-25-17 Parcel# 02-07-30-1-1-5700-00
02-07-30-1-1-5702-00
Ym 02-07-30-1-1-5703-00

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS CHURCH SHORT PLAT

THIS DECLARATION is made on the date set forth below by William and Christine Thier, hereinafter referred to as "Declarant".

WHEREAS, the Declarant is the owner of legal title to certain real property in Skamania County, State of Washington, described as LOT 1, LOT 2, and LOT 3 of the CHURCH SHORT PLAT as recorded on the 16th day of August, 2017 under Skamania County Auditor's Certificate AFN# 2017001709. The Plat Map attached hereto as Exhibit "A" and incorporated herein fully by this reference.

NOW, THEREFORE, the Declarant hereby declares that all of the property 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 and which shall 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 inure to the benefit of each Owner thereof.

If the owners of such properties or any of them, or their heirs or assigns shall violate any of the covenants hereinafter set out, any person or entity owning real property situated in such development shall have the right to prosecute any proceeding at law or in equity against the person or persons or entity violating any of such covenants. Not less than ten (10) days prior to bringing an action of enforcement, the offending party shall be served with written notice setting forth with specificity the covenant, restriction, or charge of non-compliance.

Invalidation of any of these covenants by judgment or Court order shall in no-wise affect any of the other provisions, which shall remain in full force and effect.

ARTICLE I Definitions

1. "Owner" refers to the record holders of a fee simple interest, grantors under a deed of trust, and contract purchasers who are in possession of a Lot. Declarant shall be considered the Owner of all Lots which it has not yet sold or which it reacquires.
2. "Property" shall mean and refer to that certain real property herein before described and referenced on the attached Exhibit "A".
3. "Lot" shall mean and refer to any parcel of land comprising the Property.

ARTICLE II Land Use, Dwelling Type, Requirements, and Size

No lot shall be used except for residential purpose. A single story or two story dwelling, exclusive of open porches, garages and basements, shall be a minimum floor area size of 1,400 square feet. All dwellings shall have an attached two, three, or four car garage.

The exterior design of each dwelling structure shall be consistent with the Craftsman type style. Roofing shall consist of dark grey or charcoal color architectural shingles. House frontage may have up to thirty five percent (35%) covered with a brick or stone product veneer. Exterior to be a hardiplank type siding or cedar beveled lap siding. Colors of earth tones are encouraged. Bright or bold colors or very dark colors shall be discouraged.

All building will comply with zoning ordinance and construction shall conform to the City of North Bonneville regulations. No manufactured homes or log structures will be allowed.

Dwelling structure construction shall be diligently pursued after commencement and shall be completed not later than twelve (12) months after commencing construction.

One detached structure is allowed but shall not exceed 120 square feet. Exterior siding and roofing on the detached structure shall match the dwelling and shall be located in the back of the dwelling (i.e. back yard).

Driveways shall be paved with concrete or asphalt from the garage apron to the private roadway. Driveways for all Lots shall be of sufficient size for parking two (2) standard size vehicles.

ARTICLE III

Easements and Private Road Agreement

This Declaration shall be subject to all easements granted by Declarant for the installation and maintenance of utilities, services, and roadways necessary to the development of the Plat. Reserved easements and locations of utilities are described in Exhibit "A" and by as-built drawings on file at City of North Bonneville. Owner responsibility for Property access and private roadway is defined by the COVENANTS FOR USE AND ROAD MAINTENANCE – CHURCH SHORT PLAT as recorded on the 30th day of November 2015 under AFN# 2015002555.

ARTICLE IV

Use Restrictions

1. Enjoyment and Maintenance of Property. The Owners shall use their respective properties to their own enjoyment in such a manner that does not offend or detract from other Owner's enjoyment of their respective properties.

The maintenance, upkeep, and repair of Lots shall be the sole responsibility of the individual Owners, and not the responsibility of other Lot Owners. Owners shall maintain their Lots and all appurtenances in good order, condition and repair, and in a clean, attractive, and sanitary condition at all times.

2. Temporary Structures. No structure of a temporary character such as trailer, shed, tent, garage, or other out building shall be used, moved or placed on any Lot at any time for use as a residence or outbuilding, except that a travel trailer may be used for a period of twelve (12) months while a permanent residence is under construction.

3. Nuisances. No obnoxious, odorous or offensive activity shall be carried on the Property or Lots, nor shall anything be done thereon which may become an annoyance to the neighborhood. No antennae, telecom receiver, wind generator, or solar collectors shall be permitted. A single satellite receive "dish" may be installed only on the rear 25 feet of lots.

4. Landscaping and Plantings. Each Owner shall be obligated to provide reasonable landscaping improvement to include a combination of lawn, trees, shrubs or other decorative vegetation. The maximum height permissible for a hedge, fence or wall of any type situated anywhere upon the building lot is six (6) feet above the finished, graded immediate surface.

Each Lot Owner shall personally or through the services of a gardener or landscape contractor control the spread of weeds and underbrush and maintain the landscape vegetation in a healthy, attractive condition.

No Lot Owner shall make substantial changes in natural topography, including but not limited to drainage and ground support, so as to create a hazard or nuisance for other Lot Owners.

5. Commercial/Inoperable/Unlicensed Vehicles. No working or commercial vehicles larger than three-quarter (3/4) ton shall be parked on any Lot unless wholly contained within the attached garage. No inoperable, unlicensed or dismantled vehicle shall be parked or stored on any Lot in view of the private road or other Lots. Temporarily inoperable vehicles being repaired must be kept inside the garage. Automobile, truck and vehicle dismantling shall be prohibited on Lots and the Property.

6. Refuse Disposal, Storage of Materials. All garbage or trash containers must be stored within a permanent enclosure where they are not visible from outside the Lot. No trash, garbage, discarded equipment, rubbish, ashes, yard rakings or other materials resulting from landscaping activity, or other refuse, shall be thrown, dumped, or allowed to accumulate on any Lot or driveway. No machinery, equipment, appliances, materials or other items may be stored upon the Property.

7. Pets. Owners shall observe and obey all laws applicable to residents of Skamania County pertaining to care and control of pets. Domestic animals can be up to but not more than a total of two dogs, cats or other household pets, provided they are not bred or maintained for any commercial purposes. Barking dogs are to be controlled and not create an auditory nuisance. No pets are allowed to roam free.

Other animals, livestock, or poultry are not allowed.

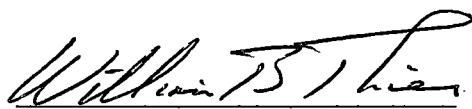
8. Recreational Vehicles and Motor Homes. No travel trailers, motor homes, trailered or non-trailered boats or recreational vehicles of any size or type shall be allowed to be parked and stored in front of the dwelling/attached garage foundation line. All such units must be screened by a six foot (6') fence and parked on a hardened surface, preferably located adjacent to the garage. Bona fide guest recreation vehicles are exempt from this provision for a period not to exceed one month.

9. Signs/Daycare Center. No signs of any kind shall be displayed to the public view on any lot, except the one sign of not more than two square feet showing the owner's name and conventional house number. No lot shall be used for school or daycare purpose.

10. Covenants, Conditions and Restrictions, Changes. To change any of the Covenants, Conditions and Restrictions of Church Short Plat, a unanimous vote of all Lot Owners is required.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunto set his hand this

18th day of October, 2017.


William B. Thier, Declarant


Christine L. Thier, Declarant

STATE OF WASHINGTON)
)ss.
County of ~~Skamania~~)
 Yakima

On this 18 day of October 2017, before me, a Notary Public in and for said State, personally appeared William B Thier and Christine L Thier, Declarant, known to me to be the persons whose names are subscribed to the within instrument, and acknowledged to me that they executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

Sherl M. Dozier

Notary Public for Washington

Residing at Yakima

My commission Expires: ~~1-11-2018~~ 1-11-2018

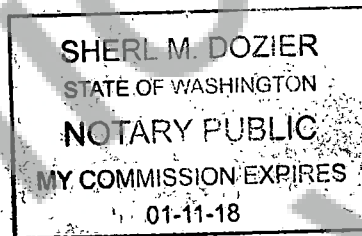
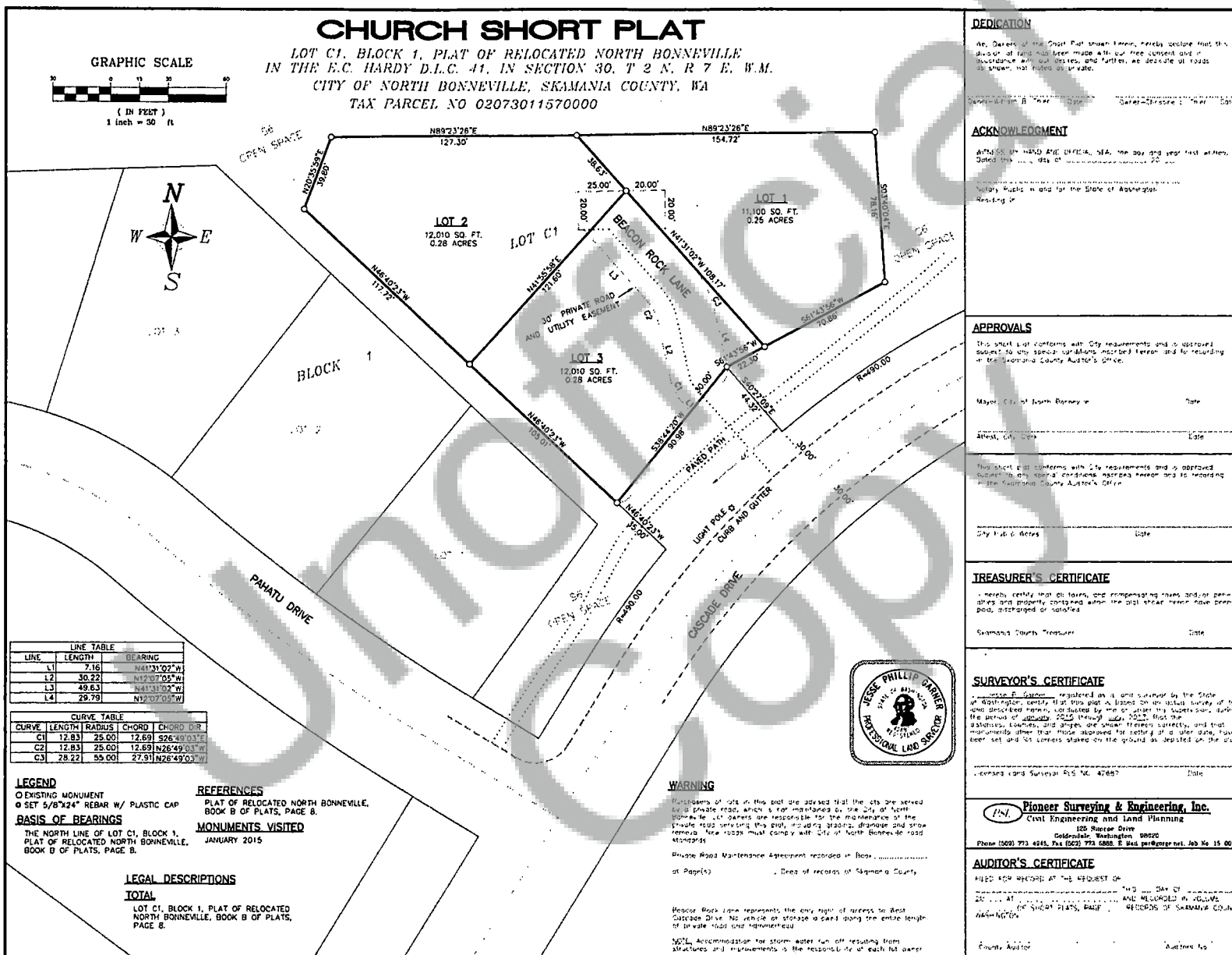


Exhibit "A"



DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS
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