

WHEN RECORDED RETURN TO:

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P.O. Box 169
Washougal, WA 98671

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

Declarants: John Bloomquist and Raymond Bloomquist
Beneficiaries: The Owners of Lots within the Subdivision of CARSON MEADOWS SHORT PLAT I
Abbreviated Legal: LOTS 1-4 CARSON MEADOWS S/P PLAT 1 2017-001403
Tax Parcel Nos.: 03082911380200; 03082911381000; 03082911381100 &
03082911381200
Reference No. of Related Document: Plat #2017001403 recorded July 11, 2017

KNOW ALL BY THESE PRESENTS: This Declaration of Covenants, Conditions and Restrictions ("Covenants") is made this ____ day of December, 2020 by and between John Bloomquist and Raymond Bloomquist (hereinafter collectively referred to as "Declarant"), for the benefit of Declarant and any future owners of CARSON MEADOWS SHORT PLAT I, located in Skamania County, Washington (collectively "Owners") do hereby make known the following covenants, conditions and restrictions, as follows:

WHEREAS, Declarant is the sole owner in fee simple of four (4) contiguous parcels of real property located in Skamania County, Washington, as part of a legal subdivision known as Carson Meadows Short Plat, legal described in Exhibit "A" (collectively referred to as "the Property"). A map of the Property is attached hereto and is made a part hereof as Exhibit "B";

WHEREAS, the property possesses natural, open space and recreational values that are of great importance to Declarant; and

WHEREAS, Declarant desires to create a real property covenant on the Property for the purpose of maintaining the value, character and desirability of the Property;

NOW, THEREFORE, in consideration of the recitals, covenants, terms, conditions and restrictions contained herein, Declarant hereby certifies and declares the Property shall be held, sold, and conveyed subject to these Covenants, Conditions and Restrictions ("Covenants") which are for the purpose of protecting the value and desirability of the Property, as follows:

ARTICLE I DECLARATION OF CONDITIONS, RESTRICTIONS, COVENANTS

The Covenants shall run with the land and shall inure to the benefit of all owners of the Property and the Lots thereof. The Covenants shall bind all parties having or acquiring any rights, title or interest in the Property or any Lot, Lots or part thereof, and shall inure to the benefit of, and shall be enforceable by, each Owner.

ARTICLE II RIGHTS OF DECLARANT AND OWNERS

To accomplish the purpose of these Covenants, the Declarant and/or Owners may prevent any activity on or the use of the Property that is inconsistent with the purpose of these Covenants. The purpose of the Covenants is to prevent any use of the Property that will impair or interfere with the value, character and desirability of the Property for residential purposes only, to prevent nuisances or impairments to the use and enjoyment of each Lot or partial Lot Owner. The Declarant desires for the Covenants to have no greater restrictions on the undisturbed use of the Property than is necessary to ensure the same advantages to all Owners.

ARTICLE III USE AND BUILDING REQUIREMENTS

A. Land Use. No Lot shall be used except for the construction of a single-family home as defined by Skamania County, which will be used in housing one Single Family per home, which will include the building of an Accessory Dwelling Unit (ADU) pursuant to the Skamania County codes applicable thereto.

B. Construction, Temporary Structures, etc. No structure of temporary nature, or a basement, tent shack, garage, yurt, barn or outbuilding shall be erected or maintained on any Lot for residential purposes, except that temporary structures may be used as are necessary in the construction period, provided such period does not exceed twelve (12) months.

C. Minimum Square Footage. The minimum square footage for each single-family home on each Lot shall be one thousand five hundred (1,500) square feet, exclusive of porches, decks, garages and patios. Each home shall consist of at least two (2) bedrooms. Construction must be completed within twelve (12) months.

New manufactured or modular homes are allowed on the Property, provided that they are placed on an excavated and back-filled foundation and are enclosed at the perimeter such that no more than twelve inches of enclosing material is exposed above grade.

D. Recreational Vehicles. Trailers, campers, boats, or motorhomes of any type may not be stored or parked in the roadways, but will be parked or stored in a garage or a surfaced driveway or parking area. No recreational vehicles shall be used as an Accessory Dwelling Unit.

E. Animals. All household pets shall be maintained in a healthy and sanitary manner in compliance with Skamania County ordinances. All animals must be confined within the Owner's own property by a fence, kennel, or other means, and shall not create a nuisance to any neighbors. No animals, livestock or poultry of any kind for commercial purposes are allowed.

F. Landscaping and Maintenance.

1. Landscaping. Landscaping of yards shall be completed within twelve (12) months following issuance of an occupancy permit. All yards and landscaping improvements shall be maintained in a neat and presentable, properly cultivated and kept free from brush, weeds, or clutter, and the grass thereon shall be mowed at sufficient intervals to prevent a nuisance or fire hazard.


2. Maintenance. At no time shall any Owner permit any junk, abandoned vehicles, trailers, tires, trash, garbage, rubbish, or the residue of construction materials to accumulate upon a Lot. All rubbish, trash and garbage shall be regularly removed from the property.

ARTICLE IV
GENERAL PROVISIONS

A. Binding Effect. All present and future Owners and occupants of Lots and residences constructed thereon, shall be subject to, and shall comply with, the provisions of this Declaration. The acceptance of a deed or conveyance, or the entering into occupancy of any Lot or residence constructed thereon, shall constitute acceptance and ratification of the provisions of the Declaration by such Owner or occupant, as covenants running with the land, and shall bind any person having an interest or estate in such Lot or residence, as though such provisions were recited and stipulated at length in each and every deed, conveyance and lease of said Lot or residence.

B. Enforcement. Each Owner shall have the full power and authority, but not the obligation, to prosecute any proceedings in law or in equity to restrain or prevent any violation of this Declaration, or to recover damages sustained by reason of thereof or both. No such proceedings shall be instituted until written demand for compliance is made, specifying in detail the nature of the violation or attempted violation, and a reasonable time for compliance to be made, which shall not be more than thirty (30) days. Failure to enforce any covenant or restriction contained herein shall not be deemed a waiver of said covenant or restriction.

C. Severability. Invalidation by judgment or decree 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.


RAYMOND BLOOMQUIST

STATE OF WASHINGTON)

County of Clark) : ss.

I certify that I know or have satisfactory evidence that RAYMOND BLOOMQUIST signed this instrument and acknowledged it to be his free and voluntary act for the uses and purposes mentioned in the instrument.

DATED: 12/18/2020

NOTARY PUBLIC
STATE OF WASHINGTON
KIMBERLI L SMASNE
MY COMMISSION EXPIRES
MAY 15, 2023
COMMISSION # 207567



Notary Public for Washington
Residing in Washington
My Appointment Expires: May 15, 2023

Exhibit A
Legal Description

Carson Meadows Short Plat I
Located in the NE $\frac{1}{4}$ of the NE $\frac{1}{4}$ Section 29 T. 3N., R. 8E., W.M.
Skamania County, State of Washington
Recorded AFN 2017001403.

Unofficial
Copy

Exhibit B
Declaration of Covenants, Conditions and Restrictions
Carson Meadows Short Plat 1

