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BOOK 199 PAGE 849

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Please Print or Type Information.

Document Title(s) or transactions contained therein:	
1.	COVENANTS
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3.	
4.	
GRANTOR(S) (Last name, first, then first name and initials)	
1.	HEFFERNAN, EDWARD J. (SR)
2.	HEFFERNAN, AURORA M.
3.	HEFFERNAN, EDWARD J. (JR)
4.	HEFFERNAN, EUGENIA D.
<input type="checkbox"/> Additional Names on Page _____ of Document.	
GRANTEE(S) (Last name, first, then first name and initials)	
1.	WIND RIVER ESTATES (LOT 27)
2.	CARSON VIEW ACRES
3.	
4.	
<input type="checkbox"/> Additional Names on Page _____ of Document.	
LEGAL DESCRIPTION (Abbreviated: i.e., Lot, Block, Plat or Section Township, Range, Quarter, Quarter)	
LOT 1-3 CARSON VIEW ACRES	
LOT 27 WIND RIVER ESTATES	
<input checked="" type="checkbox"/> Complete Legal on Page <u>5</u> of Document.	
REFERENCE NUMBER(S) Of Document assigned or released:	
BOOK 3 OF SHORT PLATS PG. 308-9 (CARSON VIEW ACRES)	
BOOK B PG. 90-95 WIND RIVER ESTATES	
<input type="checkbox"/> Additional Numbers on Page _____ of Document.	
ASSESSOR'S PROPERTY TAX PARCEL/ACCOUNT NUMBER	
<input type="checkbox"/> Property Tax parcel ID is not yet assigned.	
<input checked="" type="checkbox"/> Additional Parcel Numbers on Page <u>5</u> of Document.	
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CARSON VIEW ACRES/WIND RIVER ESTATES
(LOT 27) PROTECTIVE COVENANTS

Section 1. Nature, Purpose and Enforcement

- a. The following are declared to be limitations, restrictions and uses to which Carson View Acres/Wind River Estates (lot 27) may be put and specify that such declarations shall constitute covenants to run with the land and shall be binding on all parties and all persons claiming under them and shall be for the benefit of and shall constitute limitations on all present and future owners of property and all successive future owners shall have the same rights to invoke and enforce the provisions hereof as original signers. The legal description to which these covenants apply is attached as Exhibit "A" and by this reference incorporated herein as though fully set forth.
- b. Any deed, lease, conveyance or contract made in violation of these covenants and restrictions shall be voidable and may set aside the petition of one or more of the parties hereto, and all successors in interest, heirs, executors, administrators or assigns shall be deemed parties to the same effect as the original signers. If any such conveyance or other instrument is set aside by decree of a court of competent jurisdiction, the court may award damages to the prevailing party as well as costs and expenses, including reasonable attorney's fees and costs of consultants and experts who appear as witnesses at such proceedings shall be taxed against the offending or losing party or parties, and shall be declared by the court to constitute a lien against the real estate so wrongfully deeded, sold, leased or conveyed, until paid, and such lien may be enforced in such a manner as the law may allow. Should any mortgage or deed of trust be foreclosed upon the property to which that instrument refers, then the title acquired by such foreclosure and the person or persons whom thereupon and thereafter become the owner or owners of such property shall be subject to and be bound by all the covenants and restrictions enumerated herein.
- c. The purpose of these restrictions is to ensure the use of the property for attractive residential purposes, to prevent nuisances, to maintain the desired tone of the community, and to secure to each property owner the full benefit and enjoyment of their property with no greater restriction on the free and undisturbed use of the property than is necessary to ensure the same advantage to other property owners.
- d. Use and development of the property will be in conformance with applicable federal, state and local laws, regulations and ordinances, and these covenants supplement the aforementioned provisions insofar as they may be more restrictive than said laws, regulations and ordinances.

- e. The authors of these protective covenants shall not be responsible for enforcing these restrictions and are held harmless from any violation of these covenants except insofar as the authors may individually violate them. The authors are further held harmless for any deficiencies within these covenants and restrictions and no purchaser or any other person shall have the right to require the authors to enforce these covenants and restrictions against any lot owner. Said enforcement shall be at the discretion of any lot owner so aggrieved. The authors are unable to predict possible violations that may impact any particular lot owner.

Section 2. Land Use and Specific Restrictions

- a. No manufacturing, industrial or commercial activity shall be conducted or maintained on or in Carson View Acres or Wind River Estates (Lot 27), nor shall the property be used for the storage of commercial equipment and supplies (unless completely enclosed in a building) other than motor vehicles used for business purposes. Vehicles shall not exceed two axles except for motor homes.
- b. No lot shall be used for other than single unit residential purposes, except "mother in law" units if part of the main dwelling and as long as they are not in violation of state, county, or city ordinances.
- c. No animals, livestock (including horses) or poultry of any kind shall be raised, bred or kept for any purpose. Household pets shall be allowed for the owners personal use as long as they are not a nuisance to the other owners.
- d. No tents, travel trailers, or camping facilities of any kind shall be placed on Carson View Acres or Wind River Estates (lot 27). This does not preclude the intermittent and temporary personal family use of tents, travel trailers or recreational vehicles for periods of not more than three consecutive weeks.
- e. No trash, debris, garbage, motor vehicle parts, unsightly or offensive material shall be placed or maintained upon the property. More than 4 vehicles parked or stored on a lot must be parked inside a building. All rubbish shall be regularly removed from the property and shall not be allowed to accumulate.
- f. Each property owner shall, at his own cost and expense, maintain his portion of the property, including all fences, structures and yard area located thereon, keeping the same neat and clean, excepting only wear and tear. There shall be no chain link fences.
- g. Any signs advertising a home business, or for any other purpose, shall be sixteen square feet or smaller and shall not be illuminated. ()

Section 3. Building Location, Type and View Protection

- a. This neighborhood is designated for "custom" stick frame permanent residences. No manufactured homes will be allowed. Detached garages/shops are acceptable as long as they match the siding and roof design of the main house.

By "custom" homes we mean to include, but not be limited to these features; (1) complete "poured" concrete perimeter foundation; (2) a nominal roof pitch of 4/12 or greater; (3) roof overhangs of at least 12" beyond the siding; (4) partially manufactured "offsite custom" modular homes will be acceptable as long as they are not designed in a strictly rectangular shape and meet the above criteria.

- b. No man made structure shall be placed on the above-described property that exceed 28 feet in height as measured from the top of the down-hill side footer, without written permission (to be recorded at the courthouse) from the uphill side adjacent property owner.
- c. Trees and landscaping shall not be allowed to grow to a height or density that blocks another landowner's view. ()

Section 4. Completion of Construction

- a. The owners shall have a period of 365 days within which to complete the exterior of buildings under construction. During construction, construction materials shall be stored neatly and shall not be allowed to blow upon adjoining property nor be permitted to become a fire hazard.
- b. If all or any portion of a residence or other building located on the property is damaged or destroyed by fire or other casualty, it shall be the duty of the owner thereof, with due diligence, to rebuild, repair or reconstruct a structure which complies with the requirements of section (3). Reconstruction shall be completed within twelve months after damage occurs, unless prevented by causes beyond control of the owner, provide, however, that the owner may elect not to rebuild, repair or reconstruct such a structure, in which case the surface of the property shall be returned to its natural condition and all debris removed within twelve months after said occurrence. ()

Section 5. Authors Held Harmless

The authors have made no promises or warranties, expressed or implied, other than stated herein. The authors expressly disclaim the adequacy of these covenants and restrictions and specifically advise each purchaser to review the covenants and restrictions to determine for himself or herself the adequacy and enforceability of said covenants and restrictions. The authors further specifically disclaim any duty to enforce any of the above-stated covenants and restrictions and may in their sole discretion enforce or not enforce any covenants and restrictions.

These protective covenants and restrictions contain the entire description of the rights and obligation of the parties with respect hereto.

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

The buyer accepts the provisions of these protective covenants. Such provisions include disclaimers and limitations of liabilities which buyer by initialing here specifically acknowledges and accepts. ()

Lot # _____

Seller	_____	Date	_____
Seller	_____	Date	_____
Buyer	_____	Date	_____
Buyer	_____	Date	_____

Exhibit "A"

Three tracts of land in the Southwest Quarter of the Northeast Quarter of Section 29, Township 3 North, Range 8 East of the Willamette Meridian, in the County of Skamania, State of Washington, described as follows:

Lot 1, Lot 2 and Lot 3 of the Carson view acres short plat, recorded in Book 3 of Short Plats, Page 308, Skamania County Records.

03-08-29-3-1-0101
" " -0102
" " -0103

One Tract of land in the Southwest Quarter of the Northeast Quarter of Section 29, Township 3 North, Range 8 East of the Willamette Meridian, in the County of Skamania, State of Washington, described as follows:

Lot 27 of Wind River Estates Subdivision as shown on the maps thereof recorded in Book B of Plats Pages 90-95, Skamania County Records.

03-08-29-3-1-0124

CARSON VIEW ACRES/WIND RIVER ESTATES (LOT 27)
PROTECTIVE COVENANTS

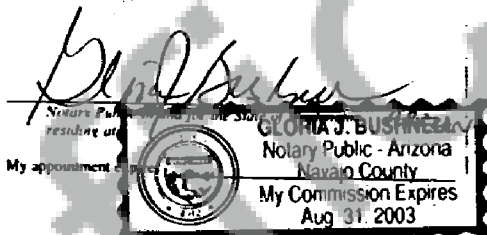
Edward J. Heffernan Jr. Aurora M. Heffernan 5-25-00
EDWARD J. HEFFERNAN (JR) AURORA M. HEFFERNAN DATE

STATE OF ARIZONA }
County of }

ACKNOWLEDGMENT - Individual

On this day personally appeared before me Edward J. Heffernan Jr. and Aurora M. Heffernan
to be the individual(s) described in and who executed the within and foregoing instrument, and acknowledged that they
signed the same as will free and voluntary act and deed, for the uses and purposes therein mentioned

GIVEN under my hand and official seal this 25 day of May 2000



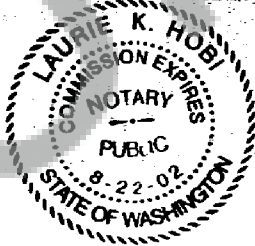
Edward J. Heffernan (JR) Eugenia D. Heffernan 6-5-00
EDWARD J. HEFFERNAN (JR) EUGENIA D. HEFFERNAN DATE

STATE OF WASHINGTON }
County of Pacific }

ACKNOWLEDGMENT - Individual

On this day personally appeared before me Edward J. & Eugenia D. Heffernan
to be the individual(s) 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 5th day of June 2000



Laurie K. Hobi
Notary Public in and for the State of Washington,
residing at
My appointment expires 8-22-02