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BOOK 261 PAGE 824

RETURN ADDRESS:

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SKAMANIA CO. WASH
BY Debbie Sullivan

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Document Title(s) or transactions contained therein:

1. DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
2. FOR WINDSONG ESTATES II.
3. _____
4. _____

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

1. Debbie S. Sullivan
2. _____
3. _____
4. _____

☐ Additional Names on Page _____ of Document.

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

1. WINDSONG ESTATES II
2. _____
3. _____
4. _____

☐ Additional Names on Page _____ of Document.

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

LOTS 1 thru 33 OF WINDSONG ESTATES II, ACCORDING TO THE
OFFICIAL PLAT THEREOF ON FILE AND RECORDED AT PAGE 105,
BOOK B, SKAMANIA COUNTY AUDITOR RECORDS.

☐ Complete Legal on Page _____ of Document.

REFERENCE NUMBER(S) Of Document assigned or released:

Vol B Pg 105

☐ Additional Numbers on Page _____ of Document.

ASSESSOR'S PROPERTY TAX PARCEL/ACCOUNT NUMBER

2-7-20-4-2-402-00

☐ Property Tax parcel ID is not yet assigned.

☒ Additional Parcel Numbers on Page 2 of Document. Cover Sheet

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.

BOOK 201 PAGE 825

Page 2

Parcel Number 02 07 20 4 2 0402 00

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DECLARATION OF COVENANTS, CONDITIONS,
AND RESTRICTIONS FOR
WINDSONG ESTATES II

THIS DECLARATION is made on the date set forth below by Debbie S. Sullivan (hereinafter referred to as "Declarant").

WITNESSETH; whereas Declarant is the Owner of certain real property in Skamania County, State of Washington, more particularly described on the legal description attached hereto as Exhibit "A" and incorporated herein fully by this reference. A map of Windsong Estates is attached hereto as Exhibit "B" and incorporated herein fully by this reference.

NOW, THEREFORE, Declarant hereby declares that all of the property described above, shall be held, sold and conveyed subject to the following 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.

ARTICLE I.
Definitions

1. "Owner" refers to the record holders of a fee 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 hereinbefore described and referenced on the attached Exhibit "A".
3. "Lots" shall mean and refer to any parcel of land of the Property.
4. "Development Period" means the period of time from the recording of the declaration until such time as all Lots within the plat of Windsong Estates are sold and developed with single-family residences.
5. "Common Area" means all real property and associated improvements and facilities either owned by the Committee or existing or created within common easements related to the property, held for the common use and enjoyment of the Owners, including but not limited to the private roadway and easement, all utility easements and irrigation facilities, pathway easement, gazebo open spaces easement, and lake access easement.

ARTICLE II.

Use Restrictions

1. **Enjoyment and Maintenance of Property.** The Owners shall use their respective properties to their own enjoyment in such a manner so as not to offend or detract from other Owners' enjoyment of their own 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, the Committee, its agents, officers or directors. Owners shall maintain their Lots and any and all appurtenances in good order condition and repair, and in a clean, sightly and sanitary condition at all times. Without limitation as to the foregoing, each Owner shall be obligated to maintain the landscaping on their Lot in a healthy and attractive state and in a manner comparable to that on the other Lots in Windsong Estates. Upon improvement, each Lot shall be reasonably landscaped to include a combination of lawn, trees, shrubs or other decorative vegetation. Each Lot Owner shall either personally or through the services of a gardener or landscape contractors control the spread of weeds and underbrush and maintain the Lot in a clean, sightly, attractive and sanitary 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 the other Lot Owners.

After notice to an Owner from the Committee of such Owner's failure to so maintain their Lot, landscaping and appurtenances, and after approval of a two-thirds (2/3) majority vote by the members or other Owners Committee to which such oversight responsibility shall have been delegated, the committee shall have the right, through its agents and employees, to enter upon any Lot which has been found to violate the foregoing standards in order to repair, maintain and/or to restore the Lot, the landscaping or appurtenances to such standards. The cost of such work shall be a special assessment on such Owner and their Lot only, and the Provisions of this Declaration regarding collection of assessments shall apply thereto.

2. **Approval for Building or Construction Plans Required.** No residence, building, fence, wall or other structure shall be commenced, erected or maintained upon a Lot or any other portion of the property, nor shall any exterior addition to or change or alteration therein be made, nor shall a Lot be cleared or excavated for use, until after the details and written plans and specifications, showing the nature, kind, shape, height, materials, colors, and location of the same shall have been submitted to and approved in writing by the Architectural Control Committee as to the harmony of external design and location in relation to surrounding structures, vegetation and topography, and as to the rights and authority of the Architectural Control Committee as otherwise set forth within this Declaration.

3. **Derogation of Law.** No Owner shall carry on any activity of any nature whatsoever on his property that is in derogation or in violation of this Declaration. The laws and statutes of the United States, the State of Washington, Skamania County, or other applicable government body.

4. **Commercial Activity.** There shall be no commercial farming or husbandry operations or other commercial activity by the Owners within the Property

except for the construction and sale of single-family homes and related activity; provided however, that specified home businesses and home occupations may be conducted if allowed by law and if such business and occupation will not cause traffic congestion or other disruption or create a nuisance or annoyance to the Property, such as, but not limited to, noises from wood saws on a regular basis.

5. **Temporary Structures.** No structure of a temporary character such as trailer, shack, tent, garage, barn or other out building shall be used, moved or placed on any Lot at any time as a residence or outbuilding, except that a mobile home may be used for a period of six (6) months while a permanent residence is under construction.

6. **Nuisances.** No noxious or offensive activity shall be carried on upon the Property or Lots nor shall anything be done thereon which may become a nuisance as such as defined by the laws of the State of Washington or Skamania County.

7. **Inoperable Automobiles.** Inoperable cars and trucks or other unsightly vehicles shall not be parked or stored on any Lot in view of the roads or other Lots, and shall be parked or stored behind a fenced enclosure or garaged. Automobile, truck and vehicle dismantling shall be prohibited on Lots and the Property.

8. **Trash and Trash Containers.** All garbage or trash containers must be stored within a permanent structure where they are not visible from outside the premises. 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, building site, common area, street or driveway. After notice to an Owner from the Committee of such Owner's failure to maintain their Lot consistent with this section, and after approval of a two-thirds (2/3) majority vote by the members or other Committee to which such oversight responsibility shall have been delegated to members, the Committee shall have the right, through its agents and employees, to enter upon any Lot which has been found to violate the foregoing standards in order to maintain and restore the Lot to such standards. The cost of such work shall be a special assessment on such Owner and their Lot only, and the provisions of this Declaration regarding collection of assessments shall apply thereto.

9. **Building Type and Completion.** When construction on any Lot has begun, it must be pursued to completion with diligence and finished within twelve (12) months from the issuance of the building permit. Other than outbuildings and appurtenant structures associated with a residence, no building shall be erected, placed or permitted to remain on any Lot other than one single-family dwelling containing not less than 1300 finished square feet of livable enclosed floor area for a single story dwelling, and not less than 1500 square feet of livable enclosed floor area for a two story dwelling, and 1500 square feet of livable enclosed floor area for split-level dwelling with all levels of a split-level included in the footage computation (exclusive of open or screen porches,

basements, terraces, patios or garages). All outbuildings or other structures shall be constructed with the same exterior finish and roof as the main dwelling existing or approved on the Lot. All outbuildings or other structures shall be located and constructed in conformity with applicable federal, state and local statutes, codes and regulations, and shall be approved in writing by the ACC before construction. All colors used on exterior surfaces shall be moderate in tone and hue. Each residence shall differ noticeably from the others in architectural style.

10. **Prefabricated Homes.** The use, placement or storage of mobile homes, modular or prefabricated homes, or manufactured homes, or similar structures which are largely constructed off site as living units, are prohibited, regardless of the anticipated duration and location of such use or storage, except as allowed under Section 5 of this Article II.

11. **Pets.** Owners shall observe and obey all laws applicable to residents of Skamania County pertaining to care, control and husbandry of animals and pets. Owners shall register all dogs with the Committee together with proof of proper licensing and immunization, at no cost to Owners. Animals and pets shall be attended at all times. In no event shall any animal or pet be allowed to run free away from its Owner's Lot without a leash, or so as to create a nuisance. Structures to shelter or contain domestic pets shall be permitted only with ACC approval prior to building. No horses, swine, or livestock shall be allowed on any Lot or within the Property. No exotic or undomesticated animals or pets shall be allowed on any Lot or within the Property without the prior written approval of the ACC. Pets and animals shall not create a visual, auditory, or aesthetic nuisance or annoyance to the neighborhood. No pet or animal may be kept if it is a source of annoyance or a nuisance. The Committee shall have the authority to determine whether a particular animal or pet is a nuisance or source of annoyance, and such determination shall be final and conclusive.

12. **Recreational Vehicles and Mobile Homes.** The use or storage of mobile homes, modular or prefabricated homes, or similar structures which are largely constructed off site as living units, are prohibited, regardless of the anticipated duration and location of such use or storage. No trailers, mobile homes, motor homes, trailered or non-trailered boats or recreational vehicles of any size or type shall be allowed to be stored on the Property or any Lot or street unless they are stored beyond the front line of the residence behind a fenced enclosure and parked on a hard-top surface, preferably located adjacent to the garage. Bona fide guest recreation vehicle are exempt from this provision for a period not to exceed one month. The Committee may remove, or cause to be removed, any unauthorized vehicle at the expense of the Owner in any manner consistent with law or this Declaration.

13. **Antennae and Satellite Dishes.** External short-wave or citizens band antennas, external free-standing aerials or antenna towers, or external satellite reception dishes, or similar devices, any of which are attached to the exterior of the premises on any Lot or outside of a structure on any Lot, are prohibited, except those less than 18" in diameter.

14. Siding Material. Horizontal lap siding shall be required on the front and side of the houses facing Windsong Dr. and Sunset Dr.. Any substitute siding may be reviewed and approved by the ACC.

14A. All Roofing shall be a minimum 30 year composition shingles.

14B. All public sidewalks shall be Six (6) Feet in Width.

15. Lighting. No exterior high intensity flood type yard light shall be allowed except low voltage landscape decorative type lighting on any Lot. Each home shall have a minimum of one light pedestal for street lighting.

16. Fences. All fences, hedges or walls must be approved in writing by the ACC in advance of construction, including but not limited to height, location, materials and design.

ARTICLE III. Design and Architectural Control

1. Design Review and Architectural Control Committee

A. The Owners Committee shall have an Architectural Control Committee (ACC) composed of three (3) members.

B. The Declarant may appoint all of the original members of the ACC and all replacements until the end of the development period. After termination of the development period, or if the Declarant fails or refuses to appoint members to the ACC, the Lot Owners shall have the power by majority vote to appoint all members of the ACC.

C. Persons appointed to the ACC need not be Lot Owners. However, persons appointed to the ACC who are not Lot Owners shall be qualified by education, training or experience to fulfill the responsibilities of an ACC member.

2. Powers of the ACC. The ACC shall have the following powers:

A. To review and approve, disapprove or conditionally approve all plans, submittals, applications and requests made or tendered to it by Owners, or their agents, pursuant to any rules and regulations adopted by the ACC. In connection therewith the ACC shall investigate and consider the architecture, design, layout, landscaping, energy conservation measures, water conservation measures, fence detail, relationship of dwelling to adjacent dwellings and existing trees, and other features of the proposed improvement.

B. To adopt rules and regulations for the transaction of business,

scheduling of meetings, conduct of meetings and related matters.

C. To require the submission of site plans, diagrams, photographs, materials or other presentation materials as may be necessary for complete review and consideration of the proposed development. All such plans, specifications and supporting materials shall be submitted in writing in triplicate and each shall be signed by the Owner of the Lot or his authorized agent.

D. To adopt criteria, consistent with the purpose and intent of this Declaration, to be used in making its determination to approve, disapprove or conditionally approve any matter submitted to it for decision.

E. To adopt a schedule of reasonable fees for processing submittals and to establish the time and manner in which such shall be paid.

3. **Duties of the ACC.** The ACC shall:

A. Render a decision on each matter submitted to it, in writing, within thirty (30) days of receipt of all data required by its rules and regulations. Failure to render a decision within said period of time shall be deemed to be an approval of the matter as submitted.

B. Publish and make available to Owners and prospective Owners all of its rules, regulations, and criteria from time to time adopted.

C. As conditions precedent to approval of any matter submitted to it the ACC shall find:

(1) The approval of the plan is in the best interests of the Owners.

(2) General architectural consideration including site layout, relationship of site to natural features, and adjacent homes, open space and topography, orientation and locations of buildings, vehicular access, circulation and parking, setbacks, height, walls, fences, and similar elements have been designed to provide a desirable environment for the development.

IV. OWNERS' COMMITTEE

4.1 **Formation.** By execution of this Declaration, Declarant hereby declares the formation of the Owners Committee (the "Committee"). The Committee shall consist of all owners, and shall be governed by a two thirds (2/3) majority vote of all Owners. The Committee shall succeed to all powers, responsibilities and rights of Declarant under this Declaration and, thereafter, any reference to Declarant shall be construed to refer, instead, to the Committee.

4.2 **Voting Rights.** Each Owner shall have the rights to cast one (1) vote for each owned Lot by said Owner. The Committee shall meet within ninety (90) days after fifty percent (50%) of the Parcels are sold to persons other than Declarant, and shall, at that time, adopt any governing documents relating to the Property. Membership in the Committee may not be transferred, pledged or alienated in any way except upon sale to a purchaser of a Parcel, at which time its membership and voting right shall automatically be deemed assigned to the purchaser of such Parcel.

V. MAINTENANCE

5.1 **Maintenance by Owner.** Each Owner shall at all times keep his Parcel, improvements and appurtenances in a safe, clean and sanitary condition, and shall comply with all laws, ordinances and regulations pertaining to removal of the trash and rubbish, and the maintenance or on-site systems for surface water drainage. In the event that any Owner fails to perform such maintenance and repair, the Committee, after ten (10) days written notice, shall have the right, but not the obligation, to perform such maintenance and repair and to charge the Owner with the reasonable cost thereof. In the event that the Owner shall fail to reimburse the Committee for all such costs within ten (10) days after demand, the Committee may, at its election, record and foreclose a lien for repayment of such expenditures.

5.2 **Taxes.** Each Owner shall pay when due all real property taxes and special assessments levied against Parcel(s) owned by said owner.

5.3 **Easement Maintenance.** Maintenance of the ingress, egress and utility easements granted in the Grant of Easement and Road Maintenance Agreement, of even date herewith, across the parcel described in Exhibit 15 (the "private road"), shall be as provided therein, and the Committee shall have the authority to levy and collect assessments for such purpose.

VI. COVENANTS FOR MAINTENANCE ASSESSMENTS

6.1 **Purpose of Assessments.** Maintenance assessments shall be used exclusively for the purpose of promoting the value and desirability of the Property for the mutual benefit of all Owners. Such assessments shall be used for maintenance of the private path, including but not limited to grading, maintenance, resurfacing and the purchase and placement of surface materials. The assessments shall include comprehensive general public liability insurance insuring all persons who now or hereafter own Parcels against all claims for personal injury, death and property damage occurring in, upon or about the private path.

6.2 **Special Assessment.** In addition to regular maintenance assessments, special assessments may be levied for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair, equipment or purchase necessary for the common benefit of Parcel Owners. Any special assessment shall be levied only with the

consent of two-thirds (2/3) of all Owners, based upon voting rights as described in subsection 4.2 (above).

6.3 **Rate of Assessments.** The Committee shall assess and collect assessments from each Owner based on the number of Parcels owned by said Owner. Assessments shall be divided equally among all Parcels. Assessments shall be paid by each Owner quarterly within fifteen (15) days of billing. Assessments not paid when due shall be delinquent and shall bear interest at the rate of eighteen percent (18%) per annum, or the highest rate allowed by law. The Committee may, at its option, file a lien against any delinquent Parcel and foreclose the lien for collection of the delinquent assessment.

6.4 **Personal Obligation.** Each assessment, together with interest, costs and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of the Parcel assessed at the time that the assessment became due. Said personal obligation shall not pass to the Owner's successors in interest unless expressly assumed; provided, however, that in the case of a sale or assignment of any Parcel which is charged with the payment of an assessment, the person or entity who is the Owner immediately prior to such sale or assignment shall be personally liable for the amount of the assessment becoming due prior to the date of such sale, contract or assignment. The new Owner or contract purchaser shall be personally liable for assessment which become due on and after said date.

6.5 **Subordination of Lien Mortgages.** The lien of the assessments provided herein shall be subordinate to the lien of any first mortgage properly recorded in the records of Cowlitz County. Sale or transfer of any Parcel shall not effect the assessment lien.

VII. PROHIBITED USES

7.1 **Temporary Structures.** No unfinished or temporary structure (including, without limitation, uncovered foundations, garages, barns, outbuildings, shacks, and tents) shall be used for habitation on any parcel.

7.2 **"A-Frame" Residences.** No "A-Frame" residential structure shall be permitted on any Parcel; provided, however, nothing in this paragraph shall regulate the pitch of roofs on structures having outside vertical walls of not less than eight (8) feet on the ground floor. For the purposes of this paragraph the term "ground floor" shall exclude daylight basements.

7.3 **Commercial Operations.** No commercial operations shall be conducted outside of buildings on any Parcel. Equipment used in commercial operations may not be stored in such a manner or location that it is visible from any other Parcel or road. Nothing in this paragraph shall be deemed to prohibit overnight parking of pickup trucks on any Parcel.

7.4 **Completion.** All residential structures shall be completed within one (1) year after the date that building permits issued for the construction thereof. All non-residential structures shall be completed within one (1) year after commencing construction. For the purposes of this paragraph, the term "Commencing Construction" shall mean the first to occur of: clearing and grubbing, grading, staking, or erecting improvements.

VIII. Development Standards

8.1 **Fences.** Fences not to exceed six (6) feet in height may be constructed along the rear and side yards of Parcels; provided, however; (i) fences may not be constructed nearer than ten (10) feet from any street, and (ii) no such fence may be constructed on any Parcel closer than ten (10) feet behind the front of the residence constructed thereon. Fences up to two (2) feet in height may be constructed in front yards of any parcel. Fences may partially obscure the passage of light, but may not completely obscure the visual field.

IX. General Provisions

9.1 **Binding Effect.** All present and future owners or occupants of Parcels shall comply with the provisions of this Declaration as they may be amended from time to time. The acceptance of a deed or conveyance or the entering into occupancy of any Parcel shall constitute an agreement that the provisions of this Declaration are accepted and ratified by such owner or occupant as covenants running with the land, and shall bind any person having an interest or estate in such Parcel, as though such provisions were recited and stipulated at length in each and every deed and conveyance or lease of said Parcel. Failure to comply with this Declaration shall be grounds for an action by the Committee or any aggrieved owner, to recover sums due for damages, injunctive relief, or both.

9.2 **Enforcement.** The Committee or any Owner shall have the full power and authority, but not the obligation, to prosecute any proceedings at law or equity against any Owner who violates or attempts to violate any of the provisions of this Declaration, either to prevent or to recover damages sustained by reason of such violation. No such proceedings shall be instituted until the violation has continued for at least thirty (30) days after written demand for compliance is made upon such Owner, specifying in detail the nature of said violation or attempted violation. Failure by any Owner or the Committee to enforce any covenant or restriction contained herein shall not be deemed a waiver of said covenant or restriction, or of any existing violation, or the right of subsequent development.

9.3 **Limitation of Liability.** Neither Declarant, nor any agent or employee of Declarant, shall be liable to any Owner on account of any action or failure to act in performing its duties or rights hereunder.

9.4 Duration and Amendment. The covenants and restrictions of this Declaration shall run with and bind the land for a term of twenty (20) years from the date that this Declaration is recorded, after which time they shall automatically be extended for successive periods of ten (10) years. This Declaration may not be amended except by an instrument signed by the Owners of two-thirds (2/3) of the Parcels. Any amendment of this Declaration must be filed for record with the Cowlitz County Recorder.

9.5 Attorney Fees. Should any suit or action be instituted by the Committee or any Owner to enforce any of the reservations, conditions, agreements, covenants and restrictions contained herein, or to restrain any violation thereof, the substantially losing party shall reimburse the substantially prevailing party for all costs and reasonable attorney fees incurred in connection therewith.

9.6 Saverability. Should any provision of this Agreement be unenforceable or illegal, the remainder of this Agreement shall enforced according to its terms.

9.7 Notices. Any notice required or permitted by this Agreement shall be in writing and shall be deemed to have been properly given when (i) actually received or personally served, (ii) twenty four (24) hours after deposit with Federal Express or equivalent overnight delivery service, postage fully prepaid, or (iii) forty eight (48) hours after deposit in the United States mail, postage fully prepaid, registered or certified mail, return receipt requested; addressed to the address provided on the records of the County assessor for mailing tax invoices to the owner of the Parcel being notified.

IN WITNESS WHEREOF, the parties have executed this agreement as of the date first above written.

THE DECLARANT

DDS Enterprises, Inc.

By Deborah Sullivan
Deborah Sullivan

STATE OF WASHINGTON, } ss.
County of _____

ACKNOWLEDGMENT - Individual

On this day personally appeared before me _____

to me known

to be the individual(s) described in and who executed the within and foregoing instrument, and acknowledged that _____
signed the same as _____ free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this _____ day of _____, 19____

Notary Public in and for the State of Washington,
residing at _____

My appointment expires _____

STATE OF WASHINGTON, } ss.
County of _____

ACKNOWLEDGMENT - Corporate

On this 21st day of July, 192000, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Deborah Sullivan
and Deborah Sullivan to me known to be the

President and _____ Secretary, respectively, of DSS Enterprises, Inc.

the corporation that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that _____
authorized to execute the said instrument and that the seal affixed (if any) is the corporate seal of said corporation.

Witness my hand and official seal hereto affixed the day and year first above written.



WA-46A (11/96)

Pamela K. Neblock
Notary Public in and for the State of Washington,
residing at Carson, WA.
My appointment expires 12-09-04

This jurat is page 11 of 11 and is attached to CC & R's dated 7/21/00

BOOK 201 PAGE 837

EXHIBIT A

A replat of Lot 4, amended short plat "A" as recorded in Book T of Short Plats, at Page 107, together with a replat of Lot 1, amended short plat "B" as recorded in Book T of Short Plats, at Page 108, located in the S.M. Hamilton D.L.C. situated in the SE $\frac{1}{4}$ of the NW $\frac{1}{4}$ of Section 20, T 2 N, R 7 E, of the Willamette Meridian of City of North Bonneville, Skamania County, Washington.

EXHIBIT B

