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BOOK 210 PAGE 894

FILED FOR RECORD  
STANLEY CO. WASH  
BY STANLEY CO. TITLE

JUN 8 11 47 AM '01  
*G. H. Olson*  
AUDITOR  
GARY H. OLSON

**AFTER RECORDING MAIL TO:**

Name Clifford Mc Guire  
Address 1 underhill Road  
City/State Mill Valley, CA 94941

**Document Title(s):** (or transactions contained therein)

1. Protective Covenants
- 2.
- 3.
- 4.

**Reference Number(s) of Documents assigned or released:**

- Book B Page 90 of Subdivisions  
☐ Additional numbers on page \_\_\_\_\_ of document

**Grantor(s):** (Last name first, then first name and initials)

1. Mc Guire, Clifford
- 2.
- 3.
- 4.
5. ☐ Additional names on page \_\_\_\_\_ of document

**Grantee(s):** (Last name first, then first name and initials)

1. the Public
- 2.
- 3.
- 4.
5. ☐ Additional names on page \_\_\_\_\_ of document

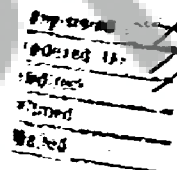
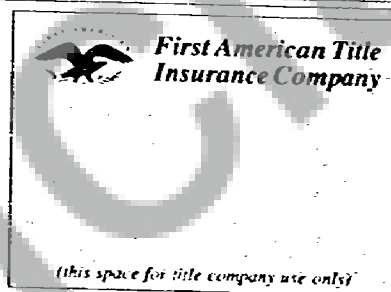
**Abbreviated Legal Description as follows:** (i.e. lot/block/plat or section/township/range/quarter/quarter)  
SW $\frac{1}{4}$  of the NE $\frac{1}{4}$  of S29, T3N, R8E

- ☐ Complete legal description is on page 8 of document

**Assessor's Property Tax Parcel / Account Number(s):** 03-08-29-3-1-0104-00  
THROUGH  
0123-00

WA-1

**NOTE:** The auditor/recorder will rely on the information on the form. The staff will not read the document to verify the accuracy or completeness of the indexing information provided herein.



WIND RIVER ESTATES PROTECTIVE COVENANTS

Section 1. Nature, Purpose and Enforcement

- a. The following are declared to be limitations, restrictions, and uses to which Wind River Estates 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. (Except that lot 27 of the long plat is excluded from the Wind River Estates Protective Covenants and short plat lots #1A, 2A, 3A, 4A).
- 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 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 attorneys' 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 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 who 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 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 developer of Wind River Estates shall not be responsible for enforcing these restrictions and is held harmless from any violation of these covenants except insofar as the developer may individually violate them. The developer is 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 developer to enforce these covenants and restrictions against any lot owner. Said enforcement shall be at the discretion of any lot owner so aggrieved. The developer is unable to predict possible violations that may impact any particular lot owner. (CM)

Section 2. Land Use and Specific Restrictions

a. No manufacturing, industrial or commercial activity shall be conducted or maintained on or in the Wind River Estates, nor shall the property be used for the storage of commercial equipment and supplies other than motor vehicles used for business purposes. Vehicles shall not exceed two axles. Logging trucks are specifically excluded as are storage of recreational vehicles exceeding thirty feet. All buildings and outbuildings shall conform to Washington State Energy Codes, the Uniform Building Code, Washington State Electric Code, Uniform Plumbing Code and any other applicable codes.

b. No boats, trailers, trucks (except pickups), logging trailers, junk cars, truck-campers, heavy equipment and like equipment or other unsightly vehicles, shall be parked or stored on any part of any Lot or portion of the Property nor on public ways adjacent thereto, excepting only within the confines of an enclosed garage or other screened enclosure, and no portion of same may project beyond the enclosed area. All other parking of equipment shall be prohibited.

c. 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.

d. 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 owner's personal use as long as they are not a nuisance to the other owners.

e. No noxious or offensive activity shall be permitted, nor shall anything which may become a nuisance to the neighborhood be allowed.

f. No tents, travel trailers or camping facilities of any kind shall be placed on the property without the prior written approval of all of the owners of the Wind River Estates. 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 and ten (10) weeks per year.

g. No trash, debris, garbage, used motor vehicles, motor vehicle parts, unsightly or offensive material, shall be placed or maintained upon the property. All rubbish shall be regularly removed from the property and shall not be allowed to accumulate.

h. 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 normal wear and tear. Fences shall not be of a height or greater than 48 inches, nor shall they impair the view of other owners. There shall be no chain link fences. No fence shall be erected that does not meet standards of the Architectural Committee

i. No signs or other advertising devices, except "For Rent" or "For Sale" signs, shall be erected, maintained or displayed on any lot. ( C.M. )

### Section 3. Building Location, Type and View Protection

a. Building locations for any particular lot shall be within the building footprint as designated on the final plat map of Wind River Estates, and further shall be consistent with local laws and ordinances, EXCEPT that in the event a party purchases adjacent lots, the developer and/or Architectural Committee may amend the building pad location as long as the changes do not adversely affect any lot owner's view southwest or southeast to the Columbia River as determined by the sole discretion of the developer and/or architectural committee. (WARNING: Buyers will be allowed to build outside of the designated building envelope(s) if the final approval of the septic system and drainfield location, as determined by the "South West Washington Health District (SWWHD)" necessitates this modification. In any case, "best efforts" will be employed to approximate compliance with the original objectives. These changes, if necessary, may adversely affect other lot owners' views).

b. This neighborhood will be designated for "custom" stick frame permanent residences. No mobile homes, geodesic domes, log cabins will be acceptable. Detached garages will be accepted and encouraged as long as they "reasonably" match the siding and roof design of the main house. Detached "shops" independent of garages will not be accepted. The architectural review committee must approve garages, even though they may be added after the main residence is approved and built. Manufactured Homes on steel frames are Strictly Prohibited. No Residence shall have less than 1000 square feet of floor area, exclusive of open porches, garages, garden houses and other buildings.

By "custom" homes we mean to include, but not be limited to these features; (1) complete "poured" cement perimeter foundation; (2) a nominal roof pitch of 4/12 or greater; (3) roof overhangs of at least 12" beyond the siding; (4) roofing shall be of wood shake or shingle, tile, metal, laminated architectural grade asphalt shingles, or a reasonable substitute; (5) partially manufactured "offsite custom" homes will be accepted as long as they meet the above criteria and pass the architectural review committee; and (6) no home will rely solely on wood-burning devices including stoves and/or fireplaces for heat. This will only be ancillary. Where available, primary heat will be by natural gas, propane, electric, or pellet stoves and furnaces.

c. No man-made structures shall be placed upon the above-described property that exceed 25 feet in height from the control point which shall be designated for each lot on the final plat map by a triangular monument, with the following exceptions: (1) There will be no height restriction on lots 17,



23, 24 & 25 of the long plat, subject to building ordinances. (2) The developer and/or his assign may place further restriction on the following lots if, by their own sole discretion, they determine it to be necessary to preserve and protect adjoining lot owners view corridors. (Lots 1, 5, 6, 7, 8, 10, 11, 12, 13, 14, 15, 16, 20, 21) Building location and height will be of paramount importance to the architectural review committee. The role of this committee will not be to unreasonably restrict the entitlement of each lot owner to design and build an attractive "custom" home that best utilizes the aesthetic beauty of any given lot. The goal is for every lot owner to have some view of the Columbia River.

d. Trees and landscaping shall not be allowed to grow to a height or density that blocks another landowner's view. Expense in maintaining said view, i.e., topping and cropping, will be borne by the landowner seeking protection of the law. (CM)

#### Section 4. Easements

Easements for ingress and egress, as well as easements for installation and maintenance of utilities, are identified on the final plat map of the Wind River Estates. There shall be no other roadways constructed or allowed other than as designated on the final plat map, EXCEPT that easements and roadways adjoining short plats may be allowed by the developer's sole consent, his heirs, or assigns without anyone else's approval. No one else may execute this change.

The main road, Flint Way, will be a private road. All purchasers will be required to sign a road maintenance agreement to share in the expense of maintenance. Those lot owners who require access by private driveway will share in separate maintenance agreements as will any group of adjoining lot owners who may require a common pump to maintain adequate water pressure. (CM)

#### Section 5. Future Subdivision of Lots

No lot may be subdivided in the future with the following EXCEPTIONS: Lots 17 & 25 of the long plat. Each of 17 & 25 may be divided once if suitable solutions are found for mitigating septic system limitations, through "offsite" drainfield easements and/or utilization of septic technologies not available when the plat was approved. These divisions are subject to all other appropriate approvals, not the least of which is the South West Washington Health District (SWWHD) or the then prevailing septic authority. (CM)

#### Section 6. 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 such structure in a manner which will substantially restore it to its same

appearance and condition as immediately prior to the casualty. Reconstruction shall be completed within twelve months after damage occurs, unless prevented by causes beyond the control of the owner; provided, 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 therefrom within twelve months after said occurrence. ( CM )

#### Section 7. Architectural Committee

The initial Architectural Committee shall consist of the developer and two others selected by him. The Architectural Committee shall review all plans for proposed homes prior to the commencement of construction. The Architectural Committee shall have 30 days to review and make a decision as to said plans. No homes may be constructed without receiving a two-thirds favorable majority of the Architectural Committee. The Architectural Committee shall state in writing their reasons for not approving submitted plans and shall notify the lot owner by Certified Mail with Return Receipt Requested of their decision. The decision shall be binding unless its action is found to be arbitrary and/or capricious by the Superior Court of the county. All members of the Architectural Committee shall be held harmless for any decisions they make while serving on the Architectural Committee.

Once five lots have been sold and five homes have been erected, the developer shall call a meeting of said lot owners to elect members to the Architectural Committee. Each lot owner is entitled to one vote for each lot he or she may own within the Wind River Estates. The meeting shall be held within the City of Carson, Washington, at a location designated by the chairperson. Subsequent elections for membership to the Architectural Committee shall be in odd numbered years on the first Saturday of each May at a location designated by the Architectural Committee chairperson. The chairman shall mail to each lot owner, at least 10 days before the meeting, a notice of the time and location of said meeting together with an agenda. For the purpose of this section, "lot owner" includes those individuals with a purchaser's interest in a lot. Each lot gets only one vote and that vote may not be split into fractions.

The address of the chairperson of the Architectural Committee shall be kept on file with the Auditor of Skamania County. Plans shall be submitted to the chairman who shall contact the other two members of the Architectural Committee for the purpose of reviewing and approving or disapproving said plans. The chairman and one other member shall constitute a quorum for the purpose of conducting said business.

The Architectural Committee may enact rules and bylaws which shall be filed with the Auditor of Skamania County. The intention and purpose of the Architectural Committee is to assure that all dwellings be of quality workmanship and materials. High standards of design and construction are the goal of the Architectural Committee.

The Architectural Committee reserves the right to update and revise these restrictions and covenants for the benefit of the Wind River Estates. Future changes and revisions to the restrictions and covenants may be made by a 66-2/3% majority vote. Furthermore, the developer recognizes that the



Architectural Committee shall only be effective if the landowners put time and effort into said committee and that if and when 66-2/3% of the lot owners elect to relax these covenants and restrictions they may do so, but in no case may they make the covenants and restrictions more cumbersome or onerous to the minority of the lot owners. (CM)

#### Section 8. Buyer's Responsibilities

Buyers of all lots in the subdivision recognize the following responsibilities:

- a. Water hookups are at the buyer's expense (see PUD);
- b. Electric, phone and cable hookups are at the buyer's expense (see PUD and private suppliers);
- c. Gas hookups are at buyer's expense, and up to the gas companies' schedule.
- d. All lots have "preliminary septic" approvals. Buyers must submit their final septic design with their building permits and obtain their own approval at their expense. All expenses associated with obtaining and maintaining septic approvals are the buyer's responsibility. Most lots require some form of alternative system, including "sand filters" or "pressurized cap" systems.
- e. All buyers are encouraged to consult surveyors, septic engineers and/or soil engineers of their choice to review the suitability of any lot for home placements in consideration of easements, corners and monuments, topography, soil, etc. Any diagrams provided by the seller or his agent(s) are only meant to be general in scope and representation and not meant to be "absolute"; their accuracy may be diminished further by reproduction;
- f. Some lots have special easements which will preclude permanent construction in these areas and limit landscaping. They include the "Slope Mitigation Area" on lots 16, 17, 20 & 26 and the "Natural Area" affecting lots 1, 4, 5, 6, 7, 10, 11, 12, 22 & 23. Please review recorded plat maps for exact location; and,
- g. All lot owners will be bound by the "Road Maintenance Agreements" which are a part of the public record whether they independently sign these agreements or not. (CM).

Section 9. Developer Held Harmless

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

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

Invalidation of any one of these covenants by judgment 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. ( CM )

These protective covenants are for Lots #1-26 of Wind River Estates subdivision and exclude Lot #27 and short plat lots #1A, 2A, 3A and 4A.

Lot # 1-26

Chippel F. M. Grune 6/6/01  
Seller Date

\_\_\_\_\_  
Seller Date

\_\_\_\_\_  
Buyer Date

\_\_\_\_\_  
Buyer Date



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EXHIBIT 'A'

A tract of land in the Southwest quarter Northeast quarter and the Northwest quarter Southeast quarter Section 29, Township 3 North, Range 8 East of the Willamette Meridian, in the County of Skamania, State of Washington and described as follows:

Beginning at the Southwest corner of the Northeast quarter of said Section 29; running thence North along the quarter section line to the Northwest corner of said Southwest quarter Northeast quarter; thence running East on the North line of the South half Northeast quarter until it intersects the present county road known as the Sprague Landing and Carson Road; thence following the meander of said county road in a Southwesterly direction to the intersection of said road with the West line of the Southeast quarter of said Section 29; thence North along said West line to the place of beginning;

EXCEPTING THEREFROM the following:

- A. Beginning at a point on the North line of said Southwest quarter Northeast quarter lying West, 324.4 feet from the Northeast corner thereof; thence S 16°43' E, 440.6 feet; thence N 72°20' E, 147 feet to intersection with the center of the old county road known as Stevenson-Carson Road, now abandoned; thence Northerly along the center of said road, 324.4 feet, more or less, to the North line of said Southwest quarter Northeast quarter Section 29; thence West, 211.8 feet to the point of beginning;
- B. That portion lying within the 300 foot strip of land acquired by the United States of America for the Bonneville Power Administration's electric power transmission line;
- C. Lot 2 of Beaudry Short Plat recorded in Book 2 of Short Plats, Page 112;
- D. That portion conveyed to George M. Acker, et. ux., by instruments recorded in Book 48, Page 213 and in Book 59, Page 238;
- E. Lots 1, 2 & 3 of CARSON VIEW ACRES SHORT PLAT, as shown on the map thereof recorded in Book 3 at Page 308 of Short Plats, AF# 126938;

SUBJECT TO easements or agreements of record, if any; ALL RECORDS of said County.



11 January 2000  
Terry N. Trantow, PLS

1605.03082931.dws


000014

STATE OF Cal. } ss  
 County of Men

ACKNOWLEDGMENT - Individual

On this day personally appeared before me Clifford F. McGuire  
 to me known  
 to be the individual(s) described in and who executed the within and foregoing instrument, and acknowledged that he  
 signed the same as his free and voluntary act and deed, for the uses and purposes therein mentioned

GIVEN under my hand and official seal this 6 day of June, 2001



Gabriel Greece  
 Notary Public in and for the State of Cal.  
 residing at Greenbrae, Ca.  
 My appointment expires 4/23/03

STATE OF WASHINGTON, } ss  
 County of \_\_\_\_\_

ACKNOWLEDGMENT - Corporate

On this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, before me, the undersigned, a Notary Public in and for the State of  
 Washington, duly commissioned and sworn, personally appeared \_\_\_\_\_  
 and \_\_\_\_\_ to me known to be the  
 \_\_\_\_\_ President and \_\_\_\_\_ Secretary, respectively, of \_\_\_\_\_  
 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.

Notary Public in and for the State of Washington,  
 residing at \_\_\_\_\_  
 My appointment expires \_\_\_\_\_

WA-46A (11-96)

This jurat is page \_\_\_\_\_ of \_\_\_\_\_ and is attached to \_\_\_\_\_ dated \_\_\_\_\_