

After Recording Return to:
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Schwabe, Williamson & Wyatt P.C.
Main Place, Suite 410
1111 Main Street
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Date: 03/18/2005 11:36A
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Filed & Recorded in Official Records
of SKAMANIA COUNTY
J. MICHAEL GARVISON
AUDITOR
Fee: \$26.00

SCR 27520 PROTECTIVE COVENANTS DEED
FOR
THE ROBERT WATSON SHORT PLAT

The undersigned parties, who are the owners of Lots 1, 2, 3 and 4 of the ROBERT WATSON SHORT PLAT, recorded in Book 3, page 368, Plat Records of Skamania County, Washington, do hereby convey and grant to each other, and agree to be bound by, the covenants, conditions and restrictions set out in the attached Exhibit "A". These Protective Covenants are intended to run with the respective parcels.

Owners/Lots 1 and 4:

Signed this 16 day of MARCH, 2005

Robert L. Watson
ROBERT L. WATSON

Willavere B. Watson
WILLAVERE B. WATSON

0J-08-29-0-0-0501-00
0J-08-29-0-0-0506-00
0J-08-29-0-0-0507-00
0J-08-29-0-0-0508-00

Owners/Lot 2:

Signed this 2nd day of March, 2005

Ken Foster
KEN FOSTER

Johana Foster
JOHANA FOSTER

Owners/Lot 3

Signed this 10 day of MARCH, 2005

James J. Rockowski
JAMES J. ROCKOWSKI

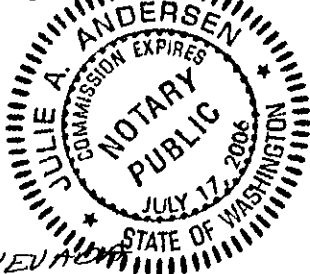
Cheryl Rockowski
CHERYL ROCKOWSKI

Attachment: Exhibit "A"

STATE OF WASHINGTON)
) ss.
County of Skamania)

I CERTIFY that I know or have satisfactory evidence that ROBERT L. WATSON and WILLAVERE B. WATSON signed this instrument and acknowledged it to be their free and voluntary act and deed for the uses and purposes mentioned therein.

Dated this 10th day of March, 2005.



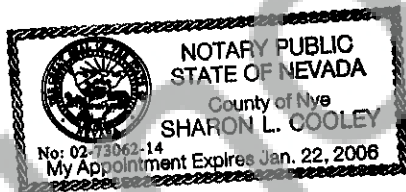
Julie A. Andersen

Notary Public in and for the
State of Washington
Commission expires: 7-17-2006

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

I CERTIFY that I know or have satisfactory evidence that KEN FOSTER and JOHANA FOSTER signed this instrument and acknowledged it to be their free and voluntary act and deed for the uses and purposes mentioned therein.

Dated this 2ND day of MARCH, 2005.



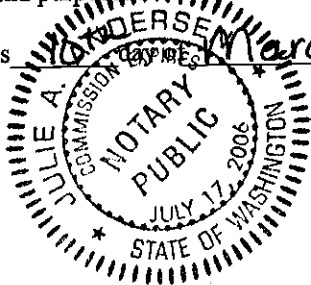
Sharon L. Cooley

Notary Public in and for the
State of ~~Washington~~ NEVADA
Commission expires: 1-22-06

STATE OF WASHINGTON)
) ss.
County of Skamania)

I CERTIFY that I know or have satisfactory evidence that JAMES J. ROCKOWSKI and CHERYL ROCKOWSKI signed this instrument and acknowledged it to be their free and voluntary act and deed for the uses and purposes mentioned therein.

Dated this 10th day of March, 2005.



Julie A. Andersen

Notary Public in and for the
State of Washington
Commission expires: 7-17-2006

WATSON SHORT PLAT PROTECTIVE COVENANTS

Section 1. Nature, Purpose and Enforcement

a. The following are declared to be limitations, restrictions, and uses to which Watson Short Plat 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 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 Watson Short Plat 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.

Section 2. Land Use and Specific Restrictions

a. No manufacturing, industrial or commercial activity shall be conducted or maintained on or in the Watson Short Plat, 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.

KRF
JJP [b. No lot shall be used for other than single unit residential purposes, except "mother-in-law" units 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 noxious or offensive activity shall be permitted, nor shall anything which may become a nuisance to the neighborhood be allowed.

e. Other than for storage, 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 Watson Short Plat. 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.

f. 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.

g. 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.

h. No signs or other advertising devices, except "For Rent" or "For Sale" signs, shall be erected, maintained or displayed on any lot.

Section 3. Building Location, Type and view Protections

a. Building locations for any particular lot shall be within the building footprint as designed on the final plat map of Watson Short Plat, 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.

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) partially manufactured "offsite custom" homes will be accepted as long as they meet the above criteria and pass the architectural review committee; and (5) 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.

*KRF
J5F* [c.] *except existing Douglas Fir* 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.

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 Watson Short Plat.

The main road, "Willie's Road", 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.

Section 5. Future Subdivision of Lots

No lot may be subdivided in the future.

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.

Section 7. 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 the buyer's expense, and up to the gas company's 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. Lot 2 lots has a special Natural Gas Easement which will preclude permanent construction in these areas and limit landscaping. 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.

Section 8. 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 obligations 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.

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EXHIBIT "A"
TO
WATSON SHORT PLAT PROTECTIVE COVENANTS

Legal Description:

**Lots 1, 2, 3 and 4 of the ROBERT WATSON SHORT PLAT as recorded in Book
3, page 368, Plat Records of Skamania County, Washington.**