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Windsong Estates II
PO Box 125
North Bonneville, WA 98639

Doc # 2005158064
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Date: 07/21/2005 01:08P
Filed by: WINDSONG ESTATES II
Filed & Recorded in Official Records
of SKAMANIA COUNTY
J. MICHAEL GARVISON
AUDITOR
Fee: \$25.00

AMENDED
COVENANT, CONDITIONS, AND RESTRICTIONS FOR
Windsong Estates II
Recorded in Book B at Page 105
CC&R's Recorded in Book 201 at Page 825

PARCEL # 02-07-20-4-2-0402-00 See PAGES 6 and 7 RAW

Article I, Definitions

ADD:

- 1. "Committee" refers to President, Vice President and Secretary/Treasurer
- 3. "Owners committee" refers to all property owners per Section IV. 4.1

(Note: "Committee" would be added and labeled "1.", "Owner" would be labeled "2", "Owner Committee" would be added and labeled "3", all other definitions would be renumbered in the sequence they appear.)

Article II, Use Restrictions

1. Enjoyment and Maintenance of Property, Paragraph 1

Sentence 2:

CHANGE to read:

The maintenance, upkeep and repair of Lots shall be the sole responsibility of the individual Owners, and not the responsibility of other Lot Owners.

ADD, after Sentence 5:

This should be accomplished within five (5) years from purchase date of property.

Paragraph 2

Sentence 1:

CHANGE to read:

Thirty (30) days 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 homeowners, 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.

2. Approval for Building or Construction Plans Required:

CHANGE to read:

No approval required as long as the guidelines are followed as set forth within this Declaration. If building or construction plans fall outside of the guidelines within this declaration, approval must be received by the Committee.

4. Commercial Activity:

CHANGE to read:

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. Any commercial activity shall be approved by a two thirds (2/3) majority vote of all home owners. 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. All commercial activity shall be limited to the hours of 8:00 am to 10:00 pm as per City Noise Ordinance.

5. Temporary Structures:

DELETE all – already addressed in Section 7.1 Temporary Structures

7. Inoperable Automobiles:

CHANGE to read:

Inoperable cars and trucks 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 not be conducted in view of the street.

8. Trash and Trash Containers

Sentence 3:

CHANGE to read:

After thirty (30) day 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 homeowners, the Committee...

9. Building Type and Completion:

DELETE all

11. Pets

Sentence 2:

CHANGE to read:

Owners shall obtain proper licensing and immunizations as per City Ordinances.

Sentence 5:

CHANGE to read:

Structures to shelter or contain domestic pets shall be permitted only with the Committee approval prior to building.

Sentence 7:

CHANGE to read:

No exotic or undomesticated animals or pets shall be allowed on any Lot or within the Property without the prior written approval of the Committee.

Sentence 10:

CHANGE to read:

With the two-thirds (2/3) majority vote by homeowners, the Committee shall have the authority to determine whether a particular animal or pet...

ADD:

All guests with pets will be required to follow the same guidelines.

12: Recreational Vehicles and Mobile Homes:

Sentence 1:

DELETE

Sentence 2:

CHANGE to read:

No utility trailers, 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.

13. Antennae and Satellite Dishes:

CHANGE to read:

External short-wave or citizens band antennas, external free-standing aerials or antenna towers, 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.

14. Siding Material, Sentence 2:

CHANGE:

ACC to the Committee

14B. DELETE

16. Fences

CHANGE to read:

Follow guidelines as set forth in Article VIII, 1

Article III

DELETE all.

IV. Owners' Committee

4.1 Formation:

CHANGE to read:

By execution of this Declaration. Declarant hereby declares the formation of the Owners' Committee. The Owner's Committee shall consist of all owners, and shall be governed by a two-thirds (2/3) majority vote of all Owners. The Owners' 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 Owners' Committee.

4.2 Voting Rights:

Sentence 2

DELETE

V. Maintenance:

5.2 Taxes:

DELETE

VI. Covenants for Maintenance Assessments

CHANGE to read:

VI. Covenants for Maintenance Dues.

6.1 Purpose of Assessments:

CHANGE to read:

Maintenance dues shall be used exclusively for the purpose of promoting the value and desirability of the Property for the mutual benefit of all Owners. Such dues 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:

CHANGE to read:

6.2 Special Dues.

In addition to regular maintenance dues, special dues 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 dues 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:

CHANGE to read:

6.3 Rate of Dues.

The Committee shall assess and collect dues from each Owner based on the number of Parcels owned by said Owner. Dues shall be divided equally among all Parcels. Dues shall be due annually on July 1st of each year. Dues shall be paid by each Owner within fifteen (15) days of billing. Dues 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.

6.4 Personal Obligation:

CHANGE to read:

Each dues, 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 at the time that the dues became due. Said personal obligation shall not pass to the Owners' 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 the dues, the person or entity who is the Owner immediately prior to such sale or assignment shall be personally liable for the amount of the dues becoming due prior to the date of such sale, contract or assignment. The new Owner or contract purchaser shall be personally liable for the dues that become due on and after said date.

6.5 Subordination of Lien Mortgages:

CHANGE to read:

The lien of the dues provided herein shall be subordinate to the lien of any first mortgage properly recorded in the records of Skamania County. Sale or transfer of any parcel shall not effect the dues lien.

VII. Prohibited Uses

7.2 "A-Frame" Residences:

DELETE all

7.4 Completion:

DELETE all

VIII. Development Standards

8.1 Fences:

CHANGE to read:

Fences not to exceed six (6) feet in height may be constructed along the road and side yards of Parcels, however, fences may not be constructed nearer than ten (10) feet from any street. Fences up to forty inches (40") in height may be constructed in the front yard of any Parcel.

IX. General Provisions

9.2 Enforcement, Sentence 1:

CHANGE to read:

The Owners' Committee shall have the full power and authority...

Sentence 3:

CHANGE to read:

Failure by the Owners' Committee to enforce any covenant or restriction...

9.4 Duration and Amendment, Sentence 3:

CHANGE to read:

Any amendment of this Declaration must be filed for record with the Skamania County Recorder.

9.5 Attorney Fees, Sentence 1:

CHANGE to read:

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Should any suit or action be instituted by the Owners' Committee to enforce any...

9.6 Saverability

CHANGE to read:

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

ADD:

X. Arbitration

If any Owner has a dispute with another Owner he/she can pursue arbitration through the Committee. An Owner may file a letter with the Committee for consideration of merit and possible resolution. No resolution by the Committee for a complaint filed by an Owner will be legally binding and will be given to the Committee only as an amicable solution to the complaint. Owners have the right to file legal proceedings through the courts for any dispute that may arise. Any legal proceedings will be at the filing Owners expense.

Ronald Winter

Ronald Winter, President
Windsong Estates II

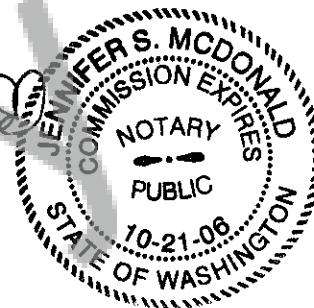
State of Washington)

ss.

County of Skamania)

Subscribed and sworn to before me this 19th day of July, 2005.

Jennifer S. McDonald
Notary Public in and for the State
of Washington residing at Carson
My Commission expires: 10/21/06



Sydney C. Goyne Parcel #02072042040000
Sydney C. Goyne

Gloria J. Goyne
Gloria J. Goyne

Jennifer Brewer Parcel #02072042040300
Jennifer Brewer

Lisa M. King Parcel #02072042040500
Lisa M. King

Oral O. O'Dell Parcel #02072042040700
Oral O. O'Dell

Stephen J. Sass Parcel #02072042040900
Stephen J. Sass
Linda S. Sass
Linda S. Sass

Kim S. Flood Parcel #02072042041100
Kim S. Flood

Shelley Flood
Shelley Flood

Bruce J. Johnson Parcel #02072042041300
Bruce J. Johnson

Celine Wagner-Johnson
Celine Wagner-Johnson

Kristal Rosebrook Parcel #02072042041500
Kristal Rosebrook

Matthew C. White Parcel #02072042041700
Matthew C. White

Bridget M. J. White
Bridget M. J. White

Ronald W. Winter Parcel #02072042040200
Ronald W. Winter

Ann V. Winter
Ann V. Winter

Linda K. Zibolsky Parcel #02072042040400
Linda K. Zibolsky

Warren J. Zibolsky
Warren J. Zibolsky

Nora Leasure Parcel #02072042040600
Nora Leasure

Robert J. Coolich Parcel #02072042040800
Robert J. Coolich

Dixie L. Coolich
Dixie L. Coolich

Helen Wright Parcel #02072042041000
Helen Wright

Nicky J. Balm Parcel #02072042041200
Nicky J. Balm

Patchree Chavengyan
Patchree Chavengyan

Marvin E. Showalter Parcel #02072042041400
Marvin E. Showalter

Beverly M. Showalter
Beverly M. Showalter

Sandra L. Pierce Parcel #02072042041600
Sandra L. Pierce

Christopher M. Karchesky Parcel #02072042041800
Christopher M. Karchesky

Debra J. Hanan Parcel #02072042041900
Debra J. Hanan

Tim Haney Parcel #02072042042000
Janet Haney
Janet Haney

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