

RETURN TO:

Alexander Mecl
3858 Carson Street, Suite 220
Torrance, CA 90503

**DECLARATION OF
COVENANTS, CONDITIONS & RESTRICTIONS**

The information contained in this boxed section is for recording purposes only pursuant to RCW 36.18 and RCW 65.04, and is not to be relied upon for any other purpose and shall not affect the intent of any warranty contained in the document itself.

Reference number(s) of related document: _____

Grantors: (1) **HIGHLAND ORCHARDS, LLC**
(2) **ORGANIC PRODUCE, LLC**
(3) **SIXTY SIX ACRES, LLC**
(4) **WINE SPRING, LLC**

Grantee: (1) **GENERAL PUBLIC**

Abbreviated Legal Description: (300) Secs. 18 and 19, T3N, R10 - Ptn SE1/4 NE1/4 NW1/4 Sec. 19; NE1/4 NE1/4 NW1/4 Sec. 19; Ptn of SW1/4 NE1/4 NW1/4 Sec. 19; Ptn of NW1/4 NE1/4 NW1/4 Sec. 19; Ptn of Parcel V W1/2 E1/2 W1/2 SW1/4 Sec. 18; (302) Lots 3 and 4 SEELEY SUBDIV; SW1/4 SE1/4 NW1/4; Ptn SE1/4 SE1/4 NW1/4 and S1/2 N1/2 SE 1/4 NW 1/4, Sec. 19, T3N, R10; (303) Ptn NE1/4 of Govt Lot 2 and Ptn SE1/4 of Govt Lot 1, Ptn N1/2 N1/2 SE1/4 NW1/4; Ptn SW1/4 NE1/4 NW1/4; W1/2 SW1/4 NW1/4 SE1/4 NW1/4 Sec. 19 T3N R10 EWM; (304) SE1/4 NE1/4 NW1/4; Ptn E1/2 SE1/4 NW1/4; Ptn W1/2 E1/4 NW1/4, Sec. 19, T3N, R10 EWM; (306) Ptn Govt Lot 1, Sec. 19, T3N, R10 EWM; Ptn NW1/4 NE1/4 NW1/4 of Sec. 19; and Ptn of land described as Parcel V in Book 85, Skamania County Deeds; (307) Lots 2, 7, 10, 14 and 15 SEELEY SUBDIV; Ptn of Lot 9 SEELEY SUBDIV; Ptn of Govt Lot 2 and W1/2 W1/2 SW1/4 SE1/4 NW1/4, Sec. 19, T3N, R10 EWM; (308) Secs. 19 and 24, T3N, R10 EWM E1/2 E1/2 SE1/4 SE1/4, Sec. 24; Ptn of Lot 9, SEELEY SUBDIV; (309) Lots 1 and 8, SEELEY SUBDIV, Section 19, Township 3 North, Range 19, EWM

Complete legal descriptions: See Exhibits A-H hereto

Assessor's Tax Parcel ID No.: 03101900030000; 03101900030003; and 03101900030089; 03101900030200; 03101900030300; 03101900030303; 03101900030400; 03101900030403; 03101900030600; 03101900030603; 03101900030606; 03101900030680; 03101900030700; 03101900030706; 03101900030800; 03101900030803; and 03101900030900

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

This Declaration of Covenants, Conditions and Restrictions (referred to herein as the "Declaration") is made and entered into by the undersigned Declarants, as follows:

RECITALS

1. The undersigned Declarants are the owners in fee simple of the following described real property, referred to herein as the "Property," located in Skamania County, Washington, and more particularly described on Exhibit "A" through Exhibit "H", which are attached hereto and incorporated herein.

2. The eight parcels which constitute the Property were recognized as legal parcels by Skamania County in Administrative Decision NSA-05-45-L1 and were further modified by Declarants' predecessor in interest through a series of boundary line adjustments which were approved by Skamania County and recorded in the Skamania County Auditor's Office.

3. Declarants desire to establish and provide the means to enforce the rights, reservations and restrictions provided in this Declaration all for the mutual benefit of any persons who purchases the Property, or any part thereof.

NOW, THEREFORE, the Declarants hereby certify and declare that the following covenants, conditions and restrictions shall inure to the benefit of and be binding upon the respective owners of each parcel within the Property, and the Declarants further declare that all of the land within the Property is held and shall be held, conveyed, encumbered, leased, rented, used, occupied and improved subject to the following covenants, conditions and restrictions for the purpose of enhancing and protecting the value, desirability and attractiveness of the Property and every part thereof. All of the following covenants, conditions and restrictions shall run with the land and shall be binding upon all parties having or acquiring any right, title or interest in the Property or any part thereof.

1. DEFINITIONS AND LAND CLASSIFICATION

The following words and classifications of land shall have the following meanings under this Declaration:

1.1. Declarants. The Declarants are the undersigned, who presently own the Property, together with any successor in interest thereto.

1.2. **Improvements.** Improvements shall mean and include, without limitation, any buildings, out-buildings, private roads, driveways, parking areas, fencing, retaining walls, swimming pools, screening, walls, ornamentation, signs, stairs, decks, hedges, wind breaks, plantings, planted trees, shrubs, poles, lighting, hot tubs and any other structure or landscaping.

1.3. **Lot or Lots.** Any parcel of real property identified in Exhibits A-H hereto. The parcels which constitute Lots are also identified with the following numbers on the survey attached to and incorporated herein as Exhibit "I": TL 300; TL 302; TL 303; TL 304; TL 306; TL 307; TL 308; and TL 309.

1.4. **Residential Building.** Any building located on the Property which is used for human occupancy.

1.5. **Person.** Any individual, firm, corporation, partnership, association, unincorporated association or other legal entity.

1.6. **Owner.** Any person owning a Lot which is part of the Property, including any person who has acquired such interest by real estate contract.

2. **GENERAL USE RESTRICTIONS AND REQUIREMENTS**

2.1. **Large Scale Agriculture Zoning.** The Property is located in the Columbia River Gorge National Scenic Area ("NSA"), General Management Area, and all of the Lots within the property are zoned Large Scale Agriculture (AG-1). Nothing in this Declaration shall contravene applicable federal, state or county regulations pertaining to the Lots.

2.2. **Fire Safety.** All Residential Buildings within the Property which obtain water from the Underwood Water System administered by Skamania County PUD No.1 ("PUD No.1") shall have an automatic fire sprinkler system designed and installed in accordance with NFPA Standard #13R of the National Fire Protection Association, or equivalent standards. The Skamania County Fire Marshall, in cooperation with PUD No.1, shall have authority under this subparagraph to determine if this requirement has been met, and whether the requirement applies to Residential Buildings within the Property which were in existence and served by PUD No.1 water at the time this Declaration became effective.

2.3. **Underground Utilities.** All utility distribution lines constructed on the Property after the effective date of this Declaration shall be placed underground. Overhead utility lines existing on the effective date of this Declaration are permitted but may not be expanded.

2.4. Spring Water Rights and Spring Water Pipelines. In separate instruments, the following Lots within the Property have been granted spring water rights, along with access and pipeline easements for maintenance, repair, replacement, improvement and operation of a spring water delivery system: Skamania County Assessor's Tax Parcel No.s ("TL") 03101900030000; TL 03101900030200; and TL 03101900030700. These same rights have been granted to an adjoining parcel not within the Property identified as TL 03101900030100, and similar rights have historically been vested in three other nearby parcels as a result of prior grants of water rights and pipeline and access easements. The Lots and adjoining parcels with spring water rights and pipeline and access easements are collectively referred to hereafter as the "Spring Water Parcels."

The Spring Water Parcels own all spring water rights and the spring water pipeline delivery system as constructed and installed on the Property at the time this Declaration became effective. The water rights and access and pipeline easements granted to the Spring Water Parcels are hereby ratified and affirmed, and the Owners of all Lots within the Property agree and understand that their ownership is subject to such rights. The Lots within the Property that do not have spring water rights shall obtain their water from Skamania PUD No.1 and hereby confirm and agree that they will make no claim to spring water rights and no claim that they own or have a right to use the spring water delivery system.

2.5. Recreational Vehicles. All boats, campers, recreational vehicles, travel trailers, motor homes and similar items or vehicles maintained or kept upon a Lot shall at all times be entirely screened from the view of all other Lots. Provided, during the construction of a single family residence, a recreational vehicle, travel trailer, motor home or similar vehicle may be temporarily used for residential use until the residence is completed. Farming equipment is exempt from the restrictions in this subparagraph.

2.6. Animals. Feed lots, commercial stables, breeding facilities, animal kennels, and other commercial enterprises involving animals or any kind are not permitted on the Property. Domestic pets and farm animals are permitted on the Property provided they are not raised for commercial purposes.

2.7. Signs. Signs, billboards or other outside advertisements are only permitted in compliance with applicable NSA regulations.

2.8. Garbage/Refuse. No Owner shall deposit or permit the accumulation of any trash, ashes, garbage or other refuse or debris on or about such Owner's Lot or parcel, except in appropriate covered trash receptacles. Such Owner's Lot or parcel shall be neat and orderly in appearance and shall not cause or permit any noxious or odorous conditions to exist, nor maintain any tangible objects which are unsightly in appearance to exist, on any Lot within the Property. Temporary odors caused

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by the use of organic fertilizers or other agri-chemicals in connection with farming activities are exempt from this subparagraph.

2.9. Vehicles. All automobiles and all other permitted vehicles, if kept or parked on any Lot within the Property, shall be in good order and in working condition. Partially wrecked vehicles, discarded vehicles, unlicensed vehicles or vehicles which are in a state of disrepair shall not be kept on any Lot, nor shall they be maintained within the Property, unless enclosed in a garage or otherwise completely screened from view from outside the Lot.

2.10. Surface Water Run-off. No Lot shall be improved in such a way as to cause excess surface water run-off that may damage or inconvenience other Lots or contiguous properties and the Owners thereof.

2.11. Damaged Improvements. No Improvement which has been partially or totally destroyed by fire, earthquake or any other cause shall be allowed to remain in a state of disrepair for a period in excess of four months from the date of such partial or total destruction. Provided, corrective construction or reconstruction may extend beyond the four month time limitation for a reasonable period in the event the delay results from factors beyond the control of the subject Owner and the subject Owner has exercised and does continue to exercise due diligence in an effort to eliminate such factors causing such delay.

2.12. Restricted Structures. Manufactured homes are prohibited on the Property.

3. PROTECTION OF MORTGAGE OR DEED OF TRUST HOLDER

No violation or breach of any covenant, condition, reservation or restriction contained in this Declaration, or in any supplement hereto, and no action to enforce the same, shall defeat, render invalid or impair the lien of any mortgage or deed of trust taken in good faith and for value against any title or interest in any Lot or parcel which is the subject of an action arising from such violation or breach. A purchaser of any such Lot or parcel at a trustee's sale, Sheriff's sale or Tax Foreclosure sale shall take title to such Lot or parcel free and clear of any violations or breaches which have occurred on such Lot or parcel, or by the previous Owner thereof, prior to such foreclosure, but such purchaser shall nevertheless take subject to this Declaration and to any supplements hereto.

4. ENFORCEMENT

The Declarants and any Owner shall have the right to enforce, by any proceedings at law or in equity, all covenants, conditions, restrictions, reservations, liens and charges

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now or hereafter imposed by this Declaration. The failure of the Declarants or any Lot Owner to enforce any rights hereunder shall not be deemed to constitute a waiver of the right to do so thereafter. The prevailing party in any litigation involving the enforcement of any provision of this Declaration shall be entitled to judgment for the reasonable attorney's fees and costs incurred in such litigation by such prevailing party.

5. GRANTEE'S ACCEPTANCE

The grantee of any Lot subject to this Declaration shall, by the acceptance of a deed conveying title thereto or by the execution of any contract for the purchase thereof, whether from Declarants or any subsequent Owner of such Lot, accept such deed or contract upon, and subject to, each and every provision of this Declaration and the provisions contained herein, including the jurisdiction, rights and powers of Declarants, and by such acceptance shall, for himself, his heirs, personal representatives, successors and assigns, covenant, consent and agree to and with Declarants and to and with the grantees and subsequent Owners of each of the Lots within the Property, to keep, observe, comply with and perform all obligations set forth herein.

Each such grantee also agrees, by such acceptance, to assume, as against Declarants, its successors or assigns, all of the risks and hazards of ownership and occupancy attendant to such Lot or parcel, including, but not limited to, its proximity to streams or other water courses.

6. AMENDMENT OF DECLARATION

Each and every provision of this Declaration shall run with and bind the land and shall inure to the benefit of, and be enforced by, the Declarants and the Owners of any Lots subject hereto, and their respective legal representatives, heirs, successors and assigns, for a period of ten (10) years from the date that this Declaration is recorded, after which time this Declaration shall be automatically extended for successive periods of ten (10) years, unless an instrument terminating or amending this Declaration is unanimously adopted by the Owners of the Property and filed for record with the Skamania County Auditor. Any such amendment shall take effect upon being recorded with the Skamania County Auditor.

7. SEVERABILITY

In the event that any provision hereof is deemed by proper judicial decree to be invalid, then the remaining portion of this Declaration shall in no way be affected.

8. PARAGRAPH HEADINGS

The paragraph headings in this Declaration are for convenience only and shall not be considered in construing this Declaration.

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9. **NO WAIVER**

The failure of any party entitled to enforce any provision hereof to take steps to enforce such provision shall not, in any fashion, operate or be deemed to be a waiver of any such provision or of any other provision hereof.

DATED this 26th day of April, 2007.

DECLARANTS:

HIGHLAND ORCHARDS, LLC,
a Washington limited liability company

By: _____

Alexander S. Mecl, Manager

ORGANIC PRODUCE, LLC,
a Washington limited liability company

By: _____

Alexander S. Mecl, Manager

SIXTY SIX ACRES, LLC
a Washington limited liability company

By: _____

Alexander S. Mecl, Manager

WINE SPRING, LLC
a Washington limited liability company

By: _____

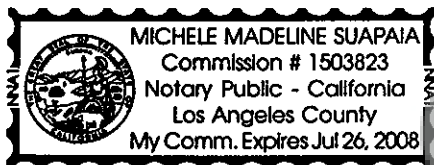
Alexander S. Mecl, Manager

STATE OF CALIFORNIA

On this day personally appeared before me **ALEXANDER S. MECL**, proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or entities upon behalf of which the person acted, executed the instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal this 16 day of April, 2007.

[SEAL]



NOTARY PUBLIC in and for the state
of California, residing at 1000 Ave
My appointment expires Jul 1, 2011

**EXHIBIT A TO
COVENANTS, CONDITIONS & RESTRICTIONS**

**Skamania County Assessor's Tax Parcel Nos. 03101900030000;
03101900030003 and 03101900030089**

A parcel located in Sections 18 and 19, Township 3 North, Range 10 East of the Willamette Meridian, Skamania County, Washington, more specifically described as: The East 8 rods of the Southeast quarter of the Northeast quarter of the Northwest quarter of said Section 19; The described tract of land recorded in Book 85 of Skamania County Deed Records, page 213 as found in the second paragraph of Parcel II;

The Northeast quarter of the Northeast quarter of the Northwest quarter of Section 19;

That portion of the Southwest quarter of the Northeast quarter of the Northwest quarter of Section 19, lying North of the centerline of an existing road located approximately 860 feet, more or less, South of the North line of said Section 19, said centerline is oriented East and West and said South line includes the East and West extension of said centerline to the East and West lines of the Southwest quarter of the Northeast quarter of the Northwest quarter of said Section 19;

That portion of the Northwest quarter of the Northeast quarter of the Northwest quarter of Section 19, lying East of the East line of the West half of the East half of the West half of the Northwest quarter of the Northeast quarter of the Northwest quarter of Section 19.

That portion of land described in Book 85 of Skamania County Deeds, page 213 as Parcel V lying East of the East line of the West half of the East half of the West half of the Southwest quarter of the Southeast quarter of the Southwest quarter of Section 18, Skamania County, Washington.

**EXHIBIT B TO
COVENANTS, CONDITIONS & RESTRICTIONS**

Skamania County Assessor's Tax Parcel No. 03101900030200

Lots 3 and 4, SEELEY SUBDIVISION, recorded in Skamania County, Washington, Volume "A" of Plats, page 32;

The Southwest quarter of the Southeast quarter of the Northwest quarter;

All that portion of the Southeast quarter of the Southeast quarter of the Northwest quarter of Section 19 and the South half of the North half of the Southeast quarter of the Northwest quarter of Section 19, West of a line that starts at the intersection of Kollock-Knapp Road and Ausplund Road; thence North along the centerline of Ausplund Road, 500 feet; thence perpendicular and East of said centerline an offset of 80 feet for the length of 400 feet; thence returning perpendicular to said centerline and continuing North along said centerline to the North line of said South half of the North half of the Southeast quarter of the Northwest quarter of Section 19.

EXCEPTING the West half of the West half of the West half of the Southeast quarter of the Northwest quarter of Section 19.

**EXHIBIT C TO
COVENANTS, CONDITIONS & RESTRICTIONS**

**Skamania County Assessor's Tax Parcel No. 03101900030300:
03101900030303**

A parcel located in Section 19 of Township 3 North, Range 10 East of the Willamette Meridian Skamania County, Washington, more specifically described as:

That portion of the Northeast quarter of Government Lot 2 and the portion of the Southeast quarter of the Government Lot 1, both of Section 19, South of the South line of a parcel described in Deed Record W, of Skamania County, page 290, and East of a tract of land consisting of 32.01 acres, more or less, conveyed to Broughton Lumber Company, by deed dated July 16, 1952, and recorded July 24, 1952, at page 342, of Book 35 of Deeds, under Auditor's File No. 44316, records of Skamania County.

That portion of the North half of the North half of the Southeast quarter of the Northwest quarter and that portion of the Southwest quarter of the Northeast quarter of the Northwest quarter, West of the centerline of Ausplund Road and South the centerline of an existing road located approximately 860 feet, more or less, South of the North line of said Section 19, said centerline is oriented East and West and said South line includes the East and West extension of said centerline to the East and West lines of the Southwest quarter of the Northeast quarter of the Northwest quarter of said Section 19.

EXCEPT County roads.

The West half of the Southwest quarter of the Northwest quarter of the Southeast quarter of the Northwest quarter of Section 19, in Skamania County, Washington.

EXCEPT County roads.

**EXHIBIT D TO
COVENANTS, CONDITIONS & RESTRICTIONS**

Skamania County Assessor's Tax Parcel Nos. 03101900030400 and 03101900030403

A parcel located in Section 19 of Township 3 North, Range 10 East of the Willamette Meridian, Skamania County, Washington, more specifically described as:

The Southeast quarter of the Northeast quarter of the Northwest quarter of Section 19;

THAT PORTION of the East half of the Southeast quarter of the Northwest quarter of Section 19 lying East of a line that starts at the intersection of Kollock-Knapp Road and Ausplund Road; thence North along the centerline of Ausplund Road 500 feet; thence perpendicular and East of said centerline an offset of 80 feet for the length of 400 feet; thence returning perpendicular to said centerline and continuing North along said centerline to the West line of the East half of the Southeast quarter of Section 19;

THAT PORTION of the West half of the East half of the Northwest quarter of Section 19 lying West of the centerline of Ausplund Road and South of the centerline of an existing road located approximately 860 feet, more or less, South of the North line of said Section 19, said centerline is oriented East and West and said South line includes the East and West extension of said centerline to the East and West lines of the Southwest quarter of the Northeast quarter of the Northwest quarter of said Section 19;

EXCEPTING the East 8 rods of the Southeast quarter of the Northwest quarter of said Section 19 and the East 8 rods of the Northeast quarter of the Northwest quarter of Section 19, Skamania County, Washington.

AND EXCEPT County roads.

**EXHIBIT E TO
COVENANTS, CONDITIONS & RESTRICTIONS**

**Skamania County Assessor's Tax Parcel Nos. 03101900030600;
03101900030603; 03101900030606; and 03101900030680**

A parcel located in Sections 18 and 19, Township 3 North, Range 10 East of the Willamette Meridian, Skamania County, Washington, more specifically described as: That portion of Government Lot 1 of said Section 19, lying North of the South line of the parcel described in Deed Record W of Skamania County, Washington, page 290;

That portion of the Northwest quarter of the Northeast quarter of the Northwest quarter of Section 19, lying West of the East line of the West half of the East half of the West half of the Northwest quarter of the Northeast quarter of the Northwest quarter of Section 19;

That portion of land described in Book 85 of Skamania County Deeds, page 213, as Parcel V, West of the East line of the West half of the East half of the West half of the Southwest quarter of the Southeast quarter of the Southwest quarter of Section 18, Skamania County, Washington.

EXCEPT County roads.

**EXHIBIT F TO
COVENANTS, CONDITIONS & RESTRICTIONS**

**Skamania County Assessor's Tax Parcel Nos. 03101900030700 and
03101900030706**

A parcel located in Section 19, Township 3 North, Range 10 East of the Willamette Meridian, Skamania County, Washington, more specifically described as:

Lots 2, 7, 10, 14 and 15, SEELEY SUBDIVISION, recorded in Book "A" of plats, page 32, records of Skamania County, Washington and that portion of Lot 9 of said SEELEY SUBDIVISION South of the centerline of the Cook Underwood Road.
EXCEPT the Northeast quarter of Lot 7.

That portion of the South half of Government Lot 2 of Section 19 East of a tract of land conveyed to Broughton Lumber Company by deed dated July 16, 1952, and recorded July 24, 1952, at page 342 of Book 35 of Deeds, under Auditor's File No. 44316, records of Skamania County, Washington;

The West half of the West half of the Southwest quarter of the Southeast quarter of the Northwest quarter of Section 19, Skamania County, Washington.

EXCEPT County roads.

**EXHIBIT G TO
COVENANTS, CONDITIONS & RESTRICTIONS**

**Skamania County Assessor's Tax Parcel Nos. 03101900030800;
03101900030803**

A parcel located in Section 19 of Township 3 North, Range 10 East and Section 24 of Township 3 North, Range 9 East of the Willamette Meridian, Skamania County, Washington, more specifically described as:

**The East half of the East half of the Southeast quarter of the Southeast quarter of Section 24;
EXCEPT County roads.**

The portion of Lot 9 of the SEELEY SUBDIVISION recorded in Skamania County, Volume A of Plats, page 32, lying North of the centerline of Cook Underwood Road.

EXCEPT County roads.

**EXHIBIT H TO
COVENANTS, CONDITIONS & RESTRICTIONS**

Skamania County Assessor's Tax Parcel No. 03101900030900

**Lot 1 and Lot 8, SEELEY SUBDIVISION, according to the plat thereof, recorded in
Book "A" of plats, page 32, records of Skamania County, Washington.
EXCEPT County roads.**

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