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Page 1 of 13  
Date: 1/28/2008 02:06P  
Filed by: SKAMANIA COUNTY TITLE  
Filed & Recorded in Official Records  
of SKAMANIA COUNTY  
SKAMANIA COUNTY AUDITOR  
J MICHAEL GARVISON  
Fee: \$54.00

WHEN RECORDED RETURN TO:

Ticor Title Company  
7412 27th Street West  
University Place, WA 98466



**TICOR TITLE OF WASHINGTON, INC.**

<b>DOCUMENT TITLE(S)</b> <u>SCR</u>			
1	Covenants and Restrictions	Order Number:	<u>WILD</u>
2			
3			
4			
<b>REFERENCE NUMBER(S) OF DOCUMENT ASSIGNED OR RELEASED:</b> <input type="checkbox"/> Additional reference numbers on page ____ of document			
<b>GRANTOR(S):</b>			
1	St Helens Property LLC		
2			
3			
<input type="checkbox"/> Additional names on page ____ of document			
<b>GRANTEE(S):</b>			
1	<u>Public</u>		
2			
3			
<input type="checkbox"/> Additional names on page ____ of document			
<b>ABBREVIATED LEGAL DESCRIPTION:</b> <u>TOWNSHIP 10 NORTH, RANGE SEAST, 10 M</u>			
Lot-Unit:	Block:	Volume:	Page:
Section: <u>8, 17, 18, 19, 20</u>	Township: <u>10 N</u>	Range: <u>5 E</u>	Portion:
Plat Name: <u>21, 7, 30</u>	Complete legal description is on page <u>64/11</u> of document		
<b>ASSESSOR'S PROPERTY TAX PARCEL ACCOUNT NUMBER(S):</b> <u>10-05-00-0-0-0701,</u> <u>0700, 0801, 2000, 2100, 2101, 2200, 2300, 2400, 2500,</u> <u>2501</u>			
Additional Tax Accounts are on page ____ of document			
<b>Note:</b> This cover sheet is prepared to conform to the requirements of Chapter 143, Laws of 1996. Nothing on this sheet alters the names, legal description or other information in the attached document. The only purpose of this cover sheet is to assist the auditor in indexing the document in conformance with statute.			
The recorder will rely on the information provided on this form. The staff will not read the document to verify the accuracy or completeness of the indexing information provided herein.			

## ST. HELENS PROPERTY

### Covenants and Restrictions

As St. Helens Property LLC is the owner and developer of a certain tract of land more particularly described in Exhibit A, which is attached hereto, and by this reference fully incorporated; and whereas St. Helens Property LLC is expecting to sell lots within the tract to individual lot owners and desires to subject the land and purchasers thereof to certain restrictions, conditions and covenants for the purpose of maintaining the value and atmosphere desired for the property;

Now, therefore, St. Helens Property LLC, hereby declares that all lots created out of the tract of land described in Schedule A are held and shall be conveyed subject to the following conditions, restrictions and covenants:

1.1 The lots created out of the property described on Exhibit A may be used only as single-family residential property.

1.2 No residence or other structure shall be built upon any portion of the property described in Exhibit A except as has been approved by the Architectural Control Committee as hereafter created. The initial Architectural Control Committee shall consist of Kurt Erickson and Fred Wagner or the survivor thereof. Said parties shall remain as the Architectural Control Committee until the date that 60% of the square footage of the real property described in Exhibit A has been sold or until Fred Wagner and Kurt Erickson are both deceased, whichever is earlier. At said time, a 3 person Architectural Control Committee shall be elected by a majority vote of the lot owners for the lots contained in the property described on Exhibit A. Each member of the committee shall serve as a member of the Architectural Control Committee until he or she is no longer a lot owner of the property described as Exhibit A, is replaced by a vote of owners holding a majority of the square footage of the property described on Exhibit A or until he or she becomes deceased or resigns. Successor members of the Architectural Control Committee shall be elected by lot owners holding a majority of the square footage of the property described in Exhibit A.

1.3 All residential structures built within the property described in Exhibit A shall be not more than 1600 square feet in size and shall be of stick frame or log cabin construction with exteriors to be wood or composite siding either left natural or stained. All roofs on the residential structures shall be composition, metal or shake construction.

1.4 No sheds or outbuildings shall be permitted on the lots created out of the property described in Exhibit A except a maximum of one stick frame or log structure per lot to serve as a well house and for storage which shall be not more than 1200 square feet in size. All such sheds or outbuildings shall match any

residential structure already built on the lot and shall meet the same construction criteria as is required for residential structures as set forth in these covenants.

1.5 No mobile home shall be allowed on any lots created out of the property described in Exhibit A.

1.6 No motor homes, campers, boats, trailers, or other vehicles, titled or untitled, shall be allowed to be kept or stored on any lot within the property described in Exhibit A for more than 30 consecutive days or for more than 90 days in any calendar year.

1.7 No livestock shall be permitted in the property described in Exhibit A except for the temporary use of horses for not more than 30 consecutive days and not more than 90 days in any calendar year.

1.8 No fences shall be constructed on the property described in Exhibit A except for a gate or gates at points where access roads intersect the property described on Exhibit A where gates to control access to the property may be maintained.

1.9 No powerboats may be used on any lakes within the property described in Exhibit A except boats with electric motors, which will be subject to a speed limit of 5 mph.

1.10 No species of bass may be planted in any of the lakes within the property described in Exhibit A.

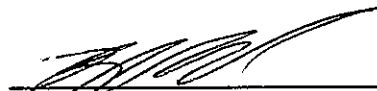
1.11 No homeowner buying a lot from St. Helens Property LLC may further divide or subdivide any parcel of property within the boundaries of the property described in Exhibit A without the consent of the owners of 60% of the area of property governed by these covenants.

1.13 No windmills or other devices designed to create electric power by the use of wind shall be allowed within the property described on Exhibit A.

1.14 No lot owner shall rent or lease any property described on Exhibit A or collect any fee for use of the property, the pedestrian trails, or the lakes within the property described on Exhibit A.

1.15 The provisions of these Covenants and restrictions shall run with the land and be binding upon all persons acquiring an interest subsequent to the recording hereof.

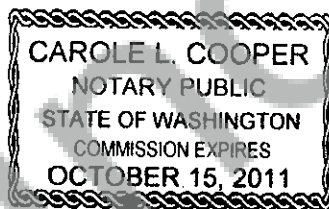
ST HELENS PROPERTY LLC


  
By: KURT ERICKSON  
It's: PARTNER

STATE OF WASHINGTON )  
 ) ss.  
COUNTY OF PIERCE )

On this \_\_\_\_ day of January, 2008, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared KURT ERICKSON to me known to be the PARTNER of ST HELENS PROPERTY LLC, 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 he/she is authorized to execute the said instrument and that the seal affixed is the corporate seal of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and Official Seal the day and year first above written.



  
Name: CAROLE L COOPER  
Notary Public in and for the State of  
Washington, residing at UNIVERSITY PLACE  
My commission expires: 10/15/2011

**IN COWLITZ COUNTY, WASHINGTON**

**TOWNSHIP 10 NORTH, RANGE 4 EAST, W.M.**

**Parcel I**

That portion of the **East half of Section 24, Township 10 North, Range 4 East** of the Willamette Meridian, Cowlitz County, Washington described as follows, to wit:

Beginning at the Southeast corner of said Section 24, thence North, along the East line thereof, 4,225 feet, more or less, to the thread of the North Fork of Schultz Creek, being the Creek flowing Northwesterly out of Forest Lake; thence continuing North along said East line, 140 feet, more or less, to the thread of an unnamed creek; thence Southwesterly along the thread of said unnamed creek, to the thread of said North Fork of Schultz Creek; thence Westerly along the thread of said Creek to the intersection with the Northerly extension of the Easterly right-of-way line of Weyerhaeuser Road No. 3922; thence Southerly and Westerly to and along said Easterly and Southerly right-of-way line, to the intersection with the thread of an unnamed creek flowing Westerly and Northerly out of Elk Lake; thence Southeasterly along the thread of said creek flowing out of Elk Lake 270 feet, more or less, to the intersection with the thread of an unnamed creek; thence South along the thread of said unnamed creek, to the South line of said Section 24; thence East along said South line, to the point of beginning hereof.

**Parcel II**

The North half and the Southwest quarter of **Section 25, Township 10 North, Range 4 East** of the Willamette Meridian, Cowlitz County, Washington.

Except beginning at the Southwest corner of said Southwest quarter, thence North, along the West line thereof, to the South right-of-way line of Weyerhaeuser Road No. 3500, said point being the True Point of Beginning hereof; thence continuing North, along the West line of said Southwest quarter, to the intersection with the Northeasterly right-of-way line of Weyerhaeuser Road 3555, thence Southerly, along the Easterly right-of-way line of said Road 3555; to the North right-of-way line of said Road 3500; thence South to the South right-of-way line of said Road 3500, thence West, along the South right-of-way line of said Road 3500, to the True Point of Beginning hereof.

**EXHIBIT "A"**

Parcel III

That portion of the Southeast quarter of Section 26, Township 10 North, Range 4 East of the Willamette Meridian, Cowlitz County, Washington, described as follows, to wit:

Beginning at the Southeast corner of said Southeast quarter, thence West along the South line thereof, to the Intersection with the East right-of-way line of Weyerhaeuser Road No. 3500; thence Northerly and Easterly, along the Easterly and Southerly right-of-way line of said Road No. 3500, to the East line of said Southeast quarter; thence South along said East line, to the point of beginning hereof.

Also that portion of the East half of Section 26, Township 10 North, Range 4 East of the Willamette Meridian, Cowlitz County, Washington, described as follows, to wit:

Beginning at the Southeast corner of said East half, thence North, along the East line thereof, to the Northeasterly right-of-way line of Weyerhaeuser Road No. 3555, said point being the True Point of Beginning; thence Northerly, Easterly, and Southerly, along the Easterly and Southerly right-of-way line of said Road No. 3555 to the Intersection with the Southerly right-of-way line of Weyerhaeuser Road No. 3561; thence Easterly, along the Southerly line of said Road No. 3561, to the Intersection with the southerly prolongation of the West line of Weyerhaeuser Road No. 3561-C; thence North, along said prolongation and the West line of said Road No. 3561-C to the North road end thereof; thence Northwesterly, 165 feet, more or less, to the Intersection of the center of a draw containing an unnamed Creek; thence Northerly along said draw and the thread of said unnamed Creek, to the Intersection of the North line of said Section 26; thence East along the North line of said Section 26, to the Northeast corner thereof; thence South along the East line of said Section 26, to the Northeasterly right-of-way line of said Road No. 3555 and the True Point of Beginning hereof.

Parcel IV

That portion of the Northeast quarter of Section 35, Township 10 North, Range 4 East of the Willamette Meridian, Cowlitz County, Washington, described as follows, to wit:

Beginning at the Northeast corner of the North half of said Section 35, thence South, along the East line of said North half, to the Southeast corner thereof; thence West, along the South line of said North half, to the Intersection with the Easterly right-of-way line of Weyerhaeuser Road No. 3500; thence Northerly and Westerly along the Easterly right-of-way line of said Road No. 3500, to the North line of said Section 35; thence East along said North line, to the point of beginning hereof.



**RESERVATION:** Grantor hereby expressly saves, excepts, and reserves out of the grant hereby made, unto itself and its successors and assigns forever, all oil, gas, and other liquid or gaseous hydrocarbons including, without limitation, coal seam gas; geothermal resources including, without limitation, geothermal steam and heat; base and precious metals; ores; coal; lignite; peat; clays; and minerals of any and every nature, kind, or description whatsoever now or hereafter susceptible of commercial exploitation (collectively "Mineral Resources") in or upon said land, together with the right to enter upon said land, at any and all times, for the purpose of exploring the same for such Mineral Resources by geological, geophysical, geochemical, or other means, and for drilling, opening, developing, and working mines and wells thereon and taking out, extracting, or removing therefrom by any means whether now in use or hereafter developed, including by surface and sub-surface mining methods, all such Mineral Resources, and to occupy and make use of so much of the surface of said land as may be reasonably necessary or convenient for said purposes, together with the right to store, save, transport, treat, process, market, or otherwise utilize such Mineral Resources so produced, together with all rights and powers in, to, and over said land, whether herein expressed or not, reasonably necessary or convenient to render beneficial and efficient the complete enjoyment of the property and rights hereby reserved; *Provided*, however, that Grantee and Grantee's heirs, representatives, successors, and assigns, shall be paid just and reasonable compensation for any injury or damage to the surface of said land or to the crops or improvements thereon caused by the exercise of any rights herein reserved; and *Provided further*, that the exercise of such rights by Grantor and its successors and assigns shall not be postponed or delayed so long as Grantor or its successors or assigns is making reasonable efforts to agree upon or have determined such just and reasonable compensation.

**SUBJECT TO:**

- (1) Rights reserved in federal patents or state deeds, mineral or fossil rights reservations, building or use restrictions general to the area, existing easements not inconsistent with Grantee's intended use, and building or zoning regulations or provisions shall not be deemed encumbrances or defects.
- (2) Ancestral rights, if any, of descendants of aboriginal inhabitants to occupy, use and possess any portion of the premises, as reserved by treaties, understandings, practice, statutes, or judicial decisions; for food gathering, shelter, religious ceremonies, social and economic gatherings, battlefields and burial sites.

(3) All matters of public record, to any easement or right of way for any public or private roads, railroads or utilities heretofore existing on said lands.

(4) May be designated, for tax purposes, as Forest Land. Compensating tax, if any is due, will be the responsibility of the Grantee upon change of use as forest land.

(5) All planning, zoning, health and other governmental regulations, if any, affecting subject property.

(6) Any change in the boundary or legal description of the real property, or title to the estate insured, that may arise due to the shifting and changing in the courses of rivers and streams.

(7) Right of the State of Washington in and to those portions, if any, of the property herein described which lie below the line of ordinary high water of the rivers and streams.

(8) Any prohibition of or limitation of use, occupancy or improvement of the land resulting from the rights of the public or riparian owners to use any portion which is now, or has formerly been covered by water.

(9) Discrepancies, conflicts in boundary lines, shortage in area, encroachments or other facts which a correct survey would disclose.

(10) Document: Statement of Claim to Mineral Interests  
Recorded: June 2, 1986  
Recording #: Auditor's No. 860802019

(11) Matters set forth by survey:  
Recorded: March 21, 1985  
Recording #: Auditor's No. 850321009 in Volume 7, page 53

(12) Matters set forth by survey:  
Recorded: June 1, 1993  
Recording #: Auditor's No. 930601101 in Volume 12, page 78

----- End of Exhibit A -----



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**IN SKAMANIA COUNTY, WASHINGTON**

**TOWNSHIP 10 NORTH, RANGE 5 EAST, W.M.**

(Note: These descriptions intentionally begin with Parcel V and end with Parcel XII. Parcels I through IV are located in Cowlitz County, Washington and are described in a separate deed)

**Parcel V**

The West half of Section 8, Township 10 North, Range 5 East of the Willamette Meridian in the County of Skamania, State of Washington.

**Parcel VI**

Section 17, Township 10 North, Range 5 East of the Willamette Meridian, in the County of Skamania, State of Washington.

Except that portion conveyed to United States of America by instrument recorded in Book 81, Page 774.

**Parcel VII**

Government lots 1, 2, 3, and 4, the East half of the West half and the East half all in Section 18, Township 10 North, Range 5 East of the Willamette Meridian, in the County of Skamania, State of Washington.

**Parcel VIII**

Section 19, Township 10 North, Range 5 East of the Willamette Meridian, in the County of Skamania, State of Washington.

Except that portion conveyed to the United States of America by instrument recorded in Book 81, Page 774.

**Parcel IX**

Section 20, Township 10 North, Range 5 East of the Willamette Meridian, in the County of Skamania, State of Washington.

Except that portion conveyed to the United States of America by instrument recorded in Book 81, Page 774.

**EXHIBIT "B"**

Parcel X

The North half of the Southwest quarter and the Northwest quarter of Section 21, Township 10 North, Range 5 East of the Willamette Meridian, in the County of Skamania, State of Washington.

Except that portion conveyed to the United States of America by instrument recorded in Book 81, Page 774.

Parcel XI

Government Lots 1, 2, 3, 4, 5, and 6, the Northeast Quarter of the Northeast quarter, South half of the Northeast quarter, Southeast Quarter of the Northwest Quarter, East half of the Southwest Quarter, South and the Southeast Quarter, all in Section 7, Township 10 North, Range 5 East of the Willamette Meridian, in the County of Skamania, State of Washington.

Also, that portion of unpatented Mining Survey No. 888 lying South of the North line of Section 7, Township 10 North, Range 5 East of the Willamette Meridian, in the County of Skamania, State of Washington, conveyed to Weyerhaeuser Company by Patent No. 46-83-0009, recorded in Book 81, page 882.

Parcel XII

Fractional N½ of Section 30, Township 10 North, Range 5 East of the Willamette Meridian, in the County of Skamania, State of Washington.

Except that portion conveyed to the United States of America by instrument recorded in Book 81, Page 774.

**RESERVATION:** Grantor hereby expressly saves, excepts, and reserves out of the grant hereby made, unto itself and its successors and assigns forever, all oil, gas, and other liquid or gaseous hydrocarbons including, without limitation, coal seam gas; geothermal resources including, without limitation, geothermal steam and heat; base and precious metals; ores; coal; lignite; peat; clays; and minerals of any and every nature, kind, or description whatsoever now or hereafter susceptible of commercial exploitation (collectively "Mineral Resources") in or upon said land, together with the right to enter upon said land, at any and all times, for the purpose of exploring the same for such Mineral Resources by geological, geophysical, geochemical, or other means, and for drilling, opening, developing, and working mines and wells thereon and taking out, extracting, or removing therefrom by any means whether now in use or hereafter developed, including by surface and sub-surface mining methods, all such Mineral Resources, and to occupy and make use of

so much of the surface of said land as may be reasonably necessary or convenient for said purposes, together with the right to store, save, transport, treat, process, market, or otherwise utilize such Mineral Resources so produced, together with all rights and powers in, to, and over said land, whether herein expressed or not, reasonably necessary or convenient to render beneficial and efficient the complete enjoyment of the property and rights hereby reserved; *Provided*, however, that Grantee and Grantee's heirs, representatives, successors, and assigns, shall be paid just and reasonable compensation for any injury or damage to the surface of said land or to the crops or improvements thereon caused by the exercise of any rights herein reserved; and *Provided further*, that the exercise of such rights by Grantor and its successors and assigns shall not be postponed or delayed so long as Grantor or its successors or assigns is making reasonable efforts to agree upon or have determined such just and reasonable compensation.

**SUBJECT TO:**

- (1) Rights reserved in federal patents or state deeds, mineral or fossil rights reservations, building or use restrictions general to the area, existing easements not inconsistent with Grantee's intended use, and building or zoning regulations or provisions shall not be deemed encumbrances or defects.
- (2) Ancestral rights, if any, of descendants of aboriginal inhabitants to occupy, use and possess any portion of the premises, as reserved by treaties, understandings, practice, statutes, or judicial decisions; for food gathering, shelter, religious ceremonies, social and economic gatherings, battlefields and burial sites.
- (3) All matters of public record, to any easement or right of way for any public or private roads, railroads or utilities heretofore existing on said lands.
- (4) May be designated, for tax purposes, as Forest Land. Compensating tax, if any is due, will be the responsibility of the Grantee upon change of use as forest land.
- (5) All planning, zoning, health and other governmental regulations, if any, affecting subject property.
- (6) Any change in the boundary or legal description of the real property, or title to the estate insured, that may arise due to the shifting and changing in the courses of rivers and streams.

(7) Right of the State of Washington in and to those portions, if any, of the property herein described which lie below the line of ordinary high water of the rivers and streams.

(8) Any prohibition of or limitation of use, occupancy or improvement of the land resulting from the rights of the public or riparian owners to use any portion which is now, or has formerly been covered by water.

(9) Discrepancies, conflicts in boundary lines, shortage in area, encroachments or other facts which a correct survey would disclose.

----- End of Exhibit A -----

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