

WHEN RECORDED RETURN TO:

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



Scr
TICOR TITLE OF WASHINGTON, INC.

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| DOCUMENT TITLE(S) | | | |
| 1 | Covenants and Restrictions | Order Number: | |
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| 3 | | | |
| 4 | | | |
| REFERENCE NUMBER(S) OF DOCUMENT ASSIGNED OR RELEASED: <input type="checkbox"/> Additional reference numbers on page ____ of document | | | |
| GRANTOR(S): | | | |
| 1 | Saint Helens Property LLC | | |
| 2 | | | |
| 3 | | | |
| <input type="checkbox"/> Additional names on page ____ of document | | | |
| GRANTEE(S): | | | |
| 1 | Public | | |
| 2 | | | |
| 3 | | | |
| <input type="checkbox"/> Additional names on page ____ of document | | | |
| ABBREVIATED LEGAL DESCRIPTION: <u>TOWNSHIP 10 NORTH, RANGE 5 EAST, 10M</u> | | | |
| Lot-Unit: | Block: | Volume: | Page: |
| Section: <u>8, 17, 18, 19</u> <u>20, 21, 7, 30</u> | Township: <u>10 N</u> | Range: <u>5 E</u> | Portion: |
| Plat Name: | <u>5+6</u> | | |
| Complete legal description is on page <u>4</u> of document | | | |
| ASSESSOR'S PROPERTY TAX PARCEL ACCOUNT NUMBER(S): <u>10-65-00-0-0-6701,</u> <u>0700, 0801, 2000, 2100, 2101, 2200, 2300, 2400, 2500, 2501</u> | | | |
| Additional Tax Accounts are on page ____ of document | | | |
| Note: 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.

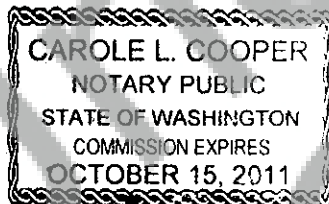
ST HELENS PROPERTY LLC

Fred L Wagner
By: Fred L Wagner
It's: Manager

STATE OF WASHINGTON)
) ss.
COUNTY OF PIERCE)

On this 15 day of FEB. 2008, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared FRED WAGNER to me known to be the MANAGER 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.



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

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 *A*

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.