

Skamania County, WA **2021-003286**
Total:\$211.50
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Request of: DIANA K. CHRISTOPHER



WHEN RECORDED RETURN TO:

Diana K. Christopher
17231 Lakebrook Drive
Orland Park, IL 60467

DOCUMENT TITLE(S)

Pinchot Forest Estates Amended Declaration of Covenants & Restrictions

REFERENCE NUMBER(S) of Documents assigned or released:

- (1) Plat of Pinchot Forest Estates recorded as AFN 2013-002373
- (2) Declaration of Covenants & Restrictions recorded as AFN 2013-002374

Additional numbers on page _____ of document.

GRANTOR(S):

Elise C. McGuire as attorney-in-fact for Colleen L. Mershon and Diana K. Christopher

Additional names on page _____ of document.

GRANTEE(S):

Pinchot Forest Estates

Additional names on page _____ of document.

LEGAL DESCRIPTION (Abbreviated: i.e. Lot, Block, Plat or Section, Township, Range, Quarter):

NE 1/4 of the NW 1/4 of Sect. 8, Twnshp 3 N, Range 8 East, W.M., Skamania Co., WA

Complete legal on page _____ of document.

TAX PARCEL NUMBER(S):

APN 03-08-08000-205-00; APN 03-08-08000-227-00; APN 03-08-08000-228-00;
APN 03-08-08000-229-00; APN 03-08-08000-230-00

Additional parcel numbers on page _____ of document.

The Auditor/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.

PINCHOT FOREST ESTATES

AMENDED DECLARATION OF COVENANTS AND RESTRICTIONS

THIS AMENDED DECLARATION is made this 21st day of September 2021, by ELISE MCGUIRE, acting as attorney-in-fact for COLLEEN L. MERSHON, Trustee of the Clarence & Colleen Mershon Living Trust, pursuant to that Durable General Power of Attorney executed July 30, 2013, and DIANA K. CHRISTOPHER, hereinafter referred to as "Owner."

1. Statement of Facts.

(a) Owner is the owner in fee of that certain real property located in Skamania County, Washington, in the northeast quarter of the northwest quarter of Section 8, Township 3 North, Range 8 East, Willamette Meridian, more particularly described on Exhibit "A" attached hereto and incorporated herein by reference, hereinafter referred to as "Property."

(b) Owner has established five (5) buildable lots on the Property. (Collectively referred to as "Pinchot Forest Estates.")

(c) Owner may hereafter sell, convey, or otherwise dispose of any interest in the Property.

(d) Prior to recordation of this AMENDED DECLARATION OF COVENANTS AND RESTRICTIONS, the Property was governed by the initial DECLARATION OF COVENANTS AND RESTRICTIONS, executed October 4, 2013, and recorded October 29, 2013, as Auditor's File Number 2013-002374, in the office of the Skamania County Auditor. (Hereinafter, referred to as "Amended Declaration" and "Initial Declaration," respectively.)

(e) Owner desires to amend the Initial Declaration to allow certain residential leases and rentals of individual lots within Pinchot Forest Estates for periods of no less than 30-days but not more than one (1) year unless all lot owners mutually agree otherwise.

NOW THEREFORE, KNOW ALL PERSONS BY THESE PRESENTS:

2. Common Plan.

Owner declares and certifies that Owner has established a plan for the protection, maintenance, and improvement of said Property, in the form of covenants and restrictions upon, and

subject to which, all lots, parcels, and portions of said Property shall be used, held, leased, sold, or conveyed by Owner, whether by operation of law or otherwise, and each and all of said covenants and restrictions is and are for the benefit of said Property and each owner of any interest therein, whether present or future, and shall inure to and pass with said Property, and each and every parcel of land therein, and shall apply to and bind Owner, and Owner's heirs, executors, administrators, and successors in interest.

3. The Property.

The Property which is legally described in Exhibit "A" is likewise shown in a subdivision survey for PINCHOT FOREST ESTATES dated May 16, 2013, attached hereto as Exhibit "B," and by this reference made a part hereof ("Plat.") The Property is divided into five (5) lots which are shown on said survey as Lot 1, Lot 2, Lot 3, Lot 4, and Lot 5 (Collectively referred to as, "Lots.")

4. Buildings.

(a) Number and Type of Buildings. Each Lot may contain one building designed and constructed for single family residential use, a three-car garage or carport, and not more than one other building which may only be a single story storage or utility shed not exceeding four hundred square feet (400 sq. ft.) in size, except as may otherwise be agreed to in writing by the owners of all five (5) Lots; PROVIDED, however, that this subparagraph (a) shall apply exclusively to Lot 2, Lot 3, Lot 4, and Lot 5, and shall not be applicable to Lot 1.

(b) Approval to Build or Alter. All construction shall be of good quality and workmanship and use stick-built or better construction methods.

(c) Other Building Restrictions. No temporary or other non-permanent structure and no mobile or other manufactured home shall at any time be permitted or maintained on any Lot except that (a) one (1) travel trailer may occasionally be placed on an individual Lot temporarily provided that during any such period the Lot owner shall endeavor to minimize the visual and other impacts consequent to the presence of the travel trailer, and (b) for not more than twelve (12) months following issuance of a building permit for a single family residence issued by the appropriate governmental agency, a mobile home or camp trailer may be temporarily parked during construction of said residence. As used in this Declaration, the term "mobile or other manufactured home" shall include but not be limited to any structure, vehicle, or dwelling previously licensed and registered as a mobile home, whether or not placed upon a foundation, and regardless of width.

5. Permitted Uses.

(a) Intended Use. The Property is intended be and become a residential area exclusively for the use of and occupancy by the owners of the Lots and their immediate family and accompanying guests. To the greatest extent possible, all decisions relative to the Property and the Lots thereon and their use or improvement shall reflect paramount consideration being given to assuring the privacy of the respective Lot owners and the preservation of the natural flora and fauna of the Property. No Lot shall at any time be maintained or used in a manner inconsistent with said intended use including such privacy and preservation.

(b) Private Area. The owner of each Lot shall have the sole and exclusive right, subject to the provisions in this Amended Declaration, to use and occupy such Lot and the improvements thereon for personal and family purposes not including any business, commercial, or rental purposes unless pursuant to an arrangement approved in writing by the owners of the other Lots. The owner of each Lot shall at all times endeavor to control the conduct of all persons and activities at any time on said Lot so as not to disturb the privacy and quiet enjoyment of the owners of the other Lots. Notwithstanding the foregoing, the owner of each Lot shall have the right to allow residential leases and rentals of individual lots within Pinchot Forest Estates for periods of no less than thirty (30) days but not more than one (1) year unless all lot owners mutually agree otherwise.

(c) Other Restrictions.

(i) No inoperable vehicle shall at any time be stored or kept on the Property; and no owner of any Lot shall at any time have more than four (4) vehicles thereon, all of which shall be operable and in running condition. As used in this Declaration, the term "vehicle" shall include but not be limited to any vehicle that has ever been licensed as a passenger vehicle, truck, or recreational vehicle, and a vehicle that is inoperable by virtue of being dismantled or wrecked shall under no circumstances be considered operable and in running condition.

(ii) No public or private nuisance shall at any time be permitted or maintained on the Property.

(iii) No owner of any Lot shall engage in any illegal or prohibited activity upon any Lot, nor shall any such owner permit anyone else to engage in any such activity.

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6. Miscellaneous Requirements and Restrictions.

(a) Aerials and Antennas. No aerials or antennas other than those approved in writing by the owners of the other Lots shall at any time be located, constructed, or mounted on any Lot; provided, however, that the foregoing restrictions shall not apply to not more than one (1) household satellite dish, mounted as inconspicuously as reasonably possible, on each Lot.

(b) Trash. No trash or garbage shall be kept, permitted, or maintained on the Property or any Lot unless appropriately and adequately contained and awaiting imminent removal.

7. Duration. Each covenant and restriction continues in full force and effect in perpetuity.

8. Modifications. This Declaration and covenant or restriction contained within it may be terminated, extended, modified, or amended with the written consent of the owners of Lot 1, Lot 2, Lot 3, Lot 4, and Lot 5. No termination, extension, modification, or amendment will be effective unless a written instrument setting forth its terms has been executed, acknowledged, and recorded in the office of the recorder of Skamania County, Washington.

9. Not a Public Dedication. Nothing contained in this Declaration shall be deemed to be a gift or dedication of any portion of the Property to or for the use of the general public or for any public purpose whatsoever, it being the intention that this Declaration will be strictly limited to and for the purposes expressed herein.

10. Dominant and Servient Estates. Each and all of the rights granted or created hereby are appurtenant to the applicable portions of the Property and none of said rights may be transferred, assigned, or encumbered except as an appurtenance to such portions. For purposes of each of said rights and interests, the Property benefitted will constitute the dominant estate and the particular area of the Property which is burdened will constitute the servient estate.

11. Covenants Run with the Land. Each and all of the covenants and restrictions contained in this Declaration (whether affirmative or negative in nature) (a) are made for the direct, mutual, and reciprocal benefit of each part and parcel of land in or on the Property; (b) will create mutual equitable servitudes upon each parcel of land in or on the Property in favor of the land benefitted; (c) will bind every person having any fee or other interest in any portion of the Property to the extent that such portion is affected or bound by the covenant or restriction, or that the covenant or restriction is to be performed on such portion; and (d) will inure to the benefit of the Owner and Owner's successors.

12. **Discharge of Rights and Duties Upon Transfer.** In the event of assignment, transfer, or conveyance of the interest of any person in and to any Lot without retaining any beneficial interest other than under the terms of a deed of trust or mortgage, then the powers, rights, and interest conferred on such person will be deemed assigned, transferred, or conveyed to such assignee, transferee, or grantee; the obligations will be deemed assumed by such assignee, transferee, or grantee with the interest so acquired; and the duties, obligations, and rights of the person so transferring the interest shall be discharged.

13. **Enforcement.** The right of enforcement of the covenants, restrictions, and provisions herein shall belong to the owners of each benefitted parcel. In the event of any violation or threatened violation of any of said covenants, restrictions or provisions, any person entitled to enforce this Declaration will have, in addition to the right to collect damages, the right to enjoin such violation or threatened violation in a court of competent jurisdiction.

14. **Counterparts.** This Declaration may be executed in counterparts.

IN WITNESS WHEREOF, ELISE C. MCGUIRE, acting as attorney-in-fact for COLLEEN L. MERSHON, Trustee of the Clarence & Colleen Mershon Living Trust, pursuant to that Durable General Power of Attorney executed July 30, 2013, and DIANA K. CHRISTOPHER have caused this Amended Declaration to be duly executed as of the date first above written.


ELISE C. MCGUIRE
Attorney-in-Fact for

COLLEEN L. MERSHON, Trustee of the
Clarence & Colleen Mershon Living
Trust, u/t/a dated June 7, 1994

DIANA K. CHRISTOPHER

**** NOTARY BLOCKS ON FOLLOWING PAGE ****

12. Discharge of Rights and Duties Upon Transfer. In the event of assignment, transfer, or conveyance of the interest of any person in and to any Lot without retaining any beneficial interest other than under the terms of a deed of trust or mortgage, then the powers, rights, and interest conferred on such person will be deemed assigned, transferred, or conveyed to such assignee, transferee, or grantee; the obligations will be deemed assumed by such assignee, transferee, or grantee with the interest so acquired; and the duties, obligations, and rights of the person so transferring the interest shall be discharged.

13. Enforcement. The right of enforcement of the covenants, restrictions, and provisions herein shall belong to the owners of each benefitted parcel. In the event of any violation or threatened violation of any of said covenants, restrictions or provisions, any person entitled to enforce this Declaration will have, in addition to the right to collect damages, the right to enjoin such violation or threatened violation in a court of competent jurisdiction.

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ELISE C. MCGUIRE
Attorney-in-Fact for

COLLEEN L. MERSHON, Trustee of the
Clarence & Colleen Mershon Living
Trust, u/t/a dated June 7, 1994

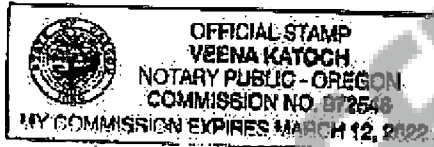

DIANA K. CHRISTOPHER

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STATE OF OREGON)
) ss.
COUNTY OF MULTNOMAH

I certify that I know or have satisfactory evidence that ELISE C. MCGUIRE is the person who appeared before me, and she acknowledged that she signed this instrument, on oath stated that she was authorized to execute the instrument as Attorney-in-Fact for COLLEEN L. MERSHON, and acknowledged it to be her free and voluntary act for the uses and purposes mentioned in this instrument.

Dated: September 21st, 2021.



C. Katoch
NOTARY PUBLIC in and for the State of
OREGON, residing at Gresham
My appointment expires: 03/12/2022

STATE OF _____)
) ss.
COUNTY OF _____)

I certify that I know or have satisfactory evidence that DIANA K. CHRISTOPHER is the person who appeared before me, and she acknowledged that she signed this instrument, on oath stated that she was authorized to execute the instrument as DIANA K. CHRISTOPHER, a single person, and acknowledged it to be her free and voluntary act for the uses and purposes mentioned in the instrument.

Dated: _____, 2021.

NOTARY PUBLIC in and for the State of _____
_____, residing at _____
My appointment expires: _____

STATE OF _____)
) ss.
COUNTY OF _____)

I certify that I know or have satisfactory evidence that ELISE C. MCGUIRE is the person who appeared before me, and she acknowledged that she signed this instrument, on oath stated that she was authorized to execute the instrument as Attorney-in-Fact for COLLEEN L. MERSHON, and acknowledged it to be her free and voluntary act for the uses and purposes mentioned in this instrument.

Dated: _____, 2021.

NOTARY PUBLIC in and for the State of _____, residing at _____
My appointment expires: _____

STATE OF IL)
) ss.
COUNTY OF COOK)

I certify that I know or have satisfactory evidence that DIANA K. CHRISTOPHER is the person who appeared before me, and she acknowledged that she signed this instrument, on oath stated that she was authorized to execute the instrument as DIANA K. CHRISTOPHER, a single person, and acknowledged it to be her free and voluntary act for the uses and purposes mentioned in the instrument.

Dated: 9/21, 2021.

Rebecca Sinnott
NOTARY PUBLIC in and for the State of IL, residing at 17865 Wolf Road
My appointment expires: 9/29/24

