

QUIT CLAIM DEED

THE GRANTOR, HOWARD E. SOOTER, Executor of the Estate of Elva Mae Sooter, for and in consideration of Ten Dollars (\$10.00) and other good and sufficient consideration, conveys and quit claims to VIRGINIA SOOTER TATE, a married woman dealing in her separate property, the following described real estate, situated in the County of Skamania, State of Washington, including any after acquired title:

LOT 1 - Howard Sooter Short Plat

Commencing at a point found by starting at the North Quarter Corner of Section 22, Township 3 North, Range 10 East of the Willamette Meridian, Skamania County, Washington and running thence South $89^{\circ}12'41''$ East along the North line of said Section 22 a distance of 1,324.60 feet; thence South $01^{\circ}09'30''$ West 664.34 feet to an iron pipe; thence South $89^{\circ}11'22''$ East a distance of 1,290.51 feet to an iron pipe on the Westerly right of way line of Cooper Avenue; thence North along the Westerly line of Cooper Avenue a distance of 20 feet to an iron pipe and the true point of beginning of the parcel herein described; thence North $89^{\circ}11'22''$ West a distance of 180 feet to an iron pipe; thence North $01^{\circ}43'42''$ East a distance of 100 feet to an iron pipe; thence South $89^{\circ}11'22''$ East 180 feet to an iron pipe on the West line of Cooper Avenue; thence South along said West line 100 feet to the true point of beginning.

SAME BEING Lot 1 of the HOWARD SOOTER SHORT PLAT as recorded in Book 3 of Short Plats on page 87, Skamania County Records.

SUBJECT TO terms, covenants, conditions, limitations, restrictions, reservations and uses to which the property herein conveyed is made as contained in Restrictive Covenants attached hereto as Exhibit which terms, covenants, conditions, limitations, restrictions and reservations shall apply to and with the above-described Lot 1.

LOT 2 - Howard Sooter Short Plat

Commencing at a point found by starting at the North Quarter corner of Section 22, Township 3 North, Range 10 East of the Willamette Meridian, Skamania County, Washington and running thence South $89^{\circ}12'41''$ East along the North line of said Section 22 a distance of 1,324.60 feet; thence South $01^{\circ}09'30''$ West 664.34 feet to an iron pipe; thence South $89^{\circ}11'22''$ East a distance of 1,290.51 feet to an iron pipe on the Westerly right of way line of Cooper Avenue; thence North along the Westerly line of Cooper Avenue a distance of 120 feet to an iron pipe and the true point of beginning of the

Transaction in compliance with County subdivision ordinances.

Skamania County Assessor - By: *[Signature]* 3-10-22-112

RECEIVED
CARRIE H. OLSON

MAR 12 4 57 PM '86

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SKAMANIA CO. WASH.
BY *[Signature]*

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parcel herein described; thence North $89^{\circ}11'22''$ West 180 feet to an iron pipe; thence North $06^{\circ}37'59''$ West 99.17 feet to an iron pipe; thence South $89^{\circ}11'22''$ East 180 feet to an iron pipe on the Westerly right of way line of Cooper Avenue; thence Southerly along the Westerly right of way line of Cooper Avenue to the iron pipe at the true point of beginning.

SAME BEING Lot 2 of the HOWARD SOOTER SHORT PLAT as recorded in Book 3 of Short Plats on page 87, Skamania County Records.

SUBJECT TO terms, covenants, conditions, limitations, restrictions, reservations and uses to which the property herein conveyed is made, as contained in Restrictive Covenants attached hereto as Exhibit "A", which terms, covenants, conditions, limitations, restrictions and reservations shall apply to and run with the above-described Lot 2.

LOT 4 - Howard Sooter Short Plat

Commencing at a point found by starting at the North Quarter corner of Section 22, Township 3 North, Range 10 East of the Willamette Meridian, Skamania County, Washington and running thence South $89^{\circ}12'41''$ East along the North line of said Section 22 a distance of 1,324.60 feet; thence South $01^{\circ}09'30''$ West 332.17 feet to an iron pipe and the true point of beginning of the parcel herein described; thence continuing South $01^{\circ}09'30''$ West a distance of 332.17 feet to an iron pipe; thence South $89^{\circ}11'22''$ East a distance of 1,290.51 feet to an iron pipe on the Westerly right of way line of Cooper Avenue; thence North along the Westerly line of Cooper Avenue a distance of 20 feet to an iron pipe; thence North $89^{\circ}11'22''$ West a distance of 180 feet to an iron pipe; thence North $01^{\circ}43'42''$ East a distance of 100 feet to an iron pipe; thence North $06^{\circ}37'59''$ West a distance of 99.17 feet to an iron pipe; thence South $89^{\circ}11'22''$ East a distance of 180 feet to an iron pipe on the Westerly right of way line of Cooper Avenue; thence Northwesterly along the Westerly line of Cooper Avenue 140 feet more or less to an iron pipe which is South $89^{\circ}12'01''$ East of the true point of beginning; thence North $89^{\circ}12'01''$ West 1,196.28 feet to the true point of beginning.

SAME BEING Lot 4 of the HOWARD SOOTER SHORT PLAT as recorded in Book 3 of Short Plats on page 87, Skamania County Records.

The East One-Half of said Lot 4 being subject to terms, covenants, conditions, limitations, restrictions, reservations and uses to which the property herein conveyed is made, as contained in Restrictive Covenants attached hereto as Exhibit "A", which terms, covenants, conditions, limitations, restrictions and reservations shall apply to and run with the East One-Half of the above-described Lot 4.

The West One-Half of said Lot 4 being subject to terms, covenants, conditions, limitations, restrictions,

reservations and uses to which the property herein conveyed is made, as contained in Restrictive Covenants attached hereto as Exhibit "B", which terms, covenants, conditions, limitations, restrictions and reservations shall apply to and run with the West One-Half of the above-described Lot 4.

DATED this 20th day of February, 1986.

Howard E. Sooter
HOWARD E. SOOTER, Executor of
the Estate of Elva Mae Sooter

STATE OF WASHINGTON)
County of Skamania) ss

On this day personally appeared before me HOWARD E. SOOTER, Executor of the Estate of Elva Mae Sooter, to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that he signed the same as his free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 20th day of February, 1986.

John C. Stevenson
Notary Public in and for the
State of Washington, residing
at Stevenson.

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REAL ESTATE EXCISE TAX
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John R. Wyman, Deputy
SKAMANIA COUNTY TREASURER

EXHIBIT "A"

RESTRICTIVE COVENANTS

VIRGINIA SOOTER TATE, a married woman dealing in her separate property, Covenantor, for herself, her heirs, executors, administrators, and assigns, hereby covenants with HOWARD E. SOOTER, as Executor of the Estate of Elva Mae Sooter, Covenantee, his heirs, executors, administrators, and assigns, that:

1. No building whatever except a private dwelling house with the necessary outbuildings, including a private garage, shall be erected, placed or permitted on the conveyed premises or any part thereof, and such dwelling house permitted on the conveyed premises shall be used as a private residence only.

The term "dwelling house" as used herein shall include a double-wide mobile home or modular home, but shall not include a single-wide mobile home.

2. The property conveyed by the within Deed shall not be used for any commercial purposes whatever unless the prior consent of covenantee, his heirs, successors or assigns, is first obtained in writing.

3. No horse, cow, hog, goat, or any other type of livestock shall be kept or maintained on the property conveyed by the within contract or any portion thereof, nor shall any chicken yard or similar facility be maintained thereon. No more than two (2) dogs shall be kept or maintained on the conveyed property.

4. None of the oak trees over fourteen inches in diameter at breast height presently growing on the conveyed property shall be cut, damaged or destroyed unless the prior consent of covenantee, his heirs, successors or assigns, is first obtained in writing.

Covenantor agrees that all the covenants, conditions and restrictions contained in this agreement shall be inserted in full in all future deeds of the property covered by the within Deed.

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It is expressly agreed that if any covenant, condition or restriction hereinabove contained, or any portion thereof, is invalid or void, such invalidity or voidness shall in no way affect any other covenant, condition, or restriction.

All successive future owners and occupants have the same right to invoke and enforce the covenants, conditions, restrictions, and reservations applicable to this conveyance as the original parties hereto.

It is further agreed by covenantor that each and all of the restrictions contained herein shall, as between the parties hereto, their heirs, successors and assigns, be deemed to be and construed as express conditions subsequent, on each of which the conveyance is made. If covenantor shall neglect or fail to perform and to comply strictly with the several restrictions on her part, or any of them, covenantee and his successors may at any time thereafter serve on covenantor a notice in writing specifying the particular or particulars in which default or a breach thereof has been made and directing her to remedy such default or breach. Should covenantor thereafter for a period of sixty (60) days (time being of the essence of this provision) fail fully and entirely to remedy such breach or default, then a notice in writing may be served on her by Covenantee, notifying her that Covenantee elects that the title to the whole of the conveyed premises shall revert to Covenantee; and thereupon the title to the whole of such premises shall immediately and without the necessity of any further action on the part of Covenantee, revert to and revest in Covenantee, and Covenantor shall lose and forfeit all of her rights, title, and interest in and to the whole of the conveyed premises and to the improvements and fixtures thereon, and Covenantee shall have the right of re-entry to the conveyed premises.

In addition to the remedies set forth above, Covenantor reserves the right to enforce any covenants, conditions, or restrictions contained herein by any other appropriate action at his option.

IN WITNESS WHEREOF, the parties hereto have executed this instrument this 20th day of February, 1986.

Covenantor:

Virginia Sooter Tate
VIRGINIA SOOTER TATE

Covenantee:

Howard E. Sooter
HOWARD E. SOOTER, Executor
of the Estate of Elva Mae
Sooter

STATE OF WASHINGTON)
) ss.
County of Skamania)

On this day personally appeared before me VIRGINIA SOOTER TATE, a married woman dealing in her separate property, to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that she signed the same as her free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 20th day of February, 1986.

Jan C. Stephens
Notary Public in and for
the State of Washington,
residing at Stevenson.

STATE OF WASHINGTON)
) ss.
County of Skamania)

On this day personally appeared before me HOWARD E. SOOTER, Executor of the Estate of Elva Mae Sooter, to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that he signed the same as his free and voluntary act and deed, for the uses and purposes therein mentioned.

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EXHIBIT "B"

RESTRICTIVE COVENANTS

VIRGINIA SOOTER TATE, a married woman dealing in her separate property, Covenantor, for herself, her heirs, executors, administrators, and assigns, hereby covenants with HOWARD E. SOOTER, as Executor of the Estate of Elva Mae Sooter, Covenantee, his heirs, executors, administrators, and assigns, that:

1. No building whatever except a private dwelling house with the necessary outbuildings, including a private garage, shall be erected, placed or permitted on the conveyed premises or any part thereof, and such dwelling house permitted on the conveyed premises shall be used as a private residence only; provided, however, that the original grantee under the within deed (but not his assigns or successors) may place a single-wide mobile home on the conveyed premises for use as a residence for a period of no more than five (5) years from the date hereof.

The term "dwelling house" as used herein shall include a double-wide mobile home or modular home, but shall not include a single-wide mobile home.

2. The property conveyed by the within Deed shall not be used for any commercial purposes whatever unless the prior consent of covenantee, his heirs, successors or assigns, is first obtained in writing.

3. Not more than one (1) head of cattle per acre nor more than two (2) head of any other type of livestock per acre shall be kept or maintained on the property conveyed by the within Deed unless the prior consent of covenantee, his heirs, successors or assigns, is first obtained in writing, nor shall any chicken yard or similar facility be maintained thereon. No more than two (2) dogs shall be kept or maintained on the conveyed property.

4. None of the trees over fourteen inches in diameter at

breast height presently growing on the conveyed property shall be cut, damaged or destroyed unless the prior consent of covenantee, his heirs, successors or assigns, is first obtained in writing.

Covenantor agrees that all the covenants, conditions and restrictions contained in this agreement shall be inserted in full in all future deeds of the property covered by the within Deed.

It is expressly agreed that if any covenant, condition or restriction hereinabove contained, or any portion thereof, is invalid or void, such invalidity or voidness shall in no way affect any other covenant, condition, or restriction.

All successive future owners and occupants have the same right to invoke and enforce the covenants, conditions, restrictions, and reservations applicable to this conveyance as the original parties hereto.

It is further agreed by covenantor that each and all of the restrictions contained herein shall, as between the parties hereto, their heirs, successors and assigns, be deemed to be and construed as express conditions subsequent, on each of which the conveyance is made. If covenantor shall neglect or fail to perform and to comply strictly with the several restrictions on her part, or any of them, covenantee and his successors, may at any time thereafter serve on covenantor a notice in writing specifying the particular or particulars in which default or a breach thereof has been made and directing her to remedy such default or breach. Should covenantor thereafter for a period of sixty (60) days (time being of the essence of this provision) fail fully and entirely to remedy such breach or default, then a notice in writing may be served on her by Covenantee, notifying her that Covenantee elects that the title to the whole of the conveyed premises shall revert to Covenantee; and thereupon the title to the whole of such premises shall immediately and without the necessity of any further action on the part of Covenantee, revert

to and re-vest in Covenantor, and Covenantor shall lose and forfeit all of her rights, title, and interest in and to the whole of the conveyed premises and to the improvements and fixtures thereon, and Covenantor shall have the right of re-entry to the conveyed premises.

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VIRGINIA SOOTER TATE

Covenantee:

Howard E. Sooter
HOWARD E. SOOTER,
Executor of the Estate of
Elva Mae Sooter

STATE OF WASHINGTON)
) ss.
County of Skamania)

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GIVEN under my hand and official seal this 20th day of February, 1986.

John C. Riefers
Notary Public in and for
the State of Washington,
residing at Stevenson.

STATE OF WASHINGTON)
) ss.
County of Skamania)

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