

100880

BOOK 100 PAGE 628

QUIT CLAIM DEED

THE GRANTOR, VIRGINIA SOOTER TATE, a married woman dealing in her separate property, for and in consideration of Ten Dollars (\$10.00) and other good and sufficient consideration in hand paid, conveys and warrants to JOHN E. TATE and MARGARET C. TATE, husband and wife, the following described real estate, situated in the County of Skamania, State of Washington:

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°12'41" East along the North line of said Section 22 a distance of 1,324.60 feet; thence South 01°09'30" West 664.34 feet to an iron pipe; thence South 89°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 parcel herein described; thence North 89°11'22" West 180 feet to an iron pipe; thence North 06°37'59" West 99.17 feet to an iron pipe; thence South 89°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 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 real estate.

DATED this 20th day of February, 1986.

Virginia Sooter Tate
VIRGINIA SOOTER TATE

STATE OF WASHINGTON)
County of Skamania) ss.

On this day personally appeared before me VIRGINIA SOOTER TATE, 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.

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



SKAMANIA COUNTY TREASURER

PAID

MAR 28 1986

REAL ESTATE EXCISE TAX

100880

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.

FILED FOR RECORD
SKAMANIA CO. WASH
BY JUNE KIRPINSKI

MAR 28 8 39 AM '86

A. New, Sup
AUDITOR
GARY M. OLSON

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

Covantee:

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. Riefen
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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