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CAMAS, WA 98607

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BOOK 166 PAGE 409

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DOCUMENT TITLE(S)

Declaration of Covenants, Conditions, and Restrictions

REFERENCE NUMBER(S) OF RELATED DOCUMENT(S)

Additional Reference #'s on page _____

GRANTOR(S)

Michael D. Wilkinsen and Felicia R. Wilkinsen

Additional Grantors on page # _____

GRANTEE(S)

Public

Additional Grantees on page # _____

LEGAL DESCRIPTION (abbreviated form: i.e. lot, block, plat or section, township, range, quarter/quarter)

Lots 1 and 2, Wilkinsen Short Plat

Additional Legal is on page # 1

ASSESSOR'S PROPERTY TAX PARCEL/ACCOUNT NUMBER

02-05-2-2-0-309

Additional Parcel #'s on page _____

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 provided herein.

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DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

THIS DECLARATION of Covenants, Conditions and Restrictions made this day by
MICHAEL D. WILKINSON and FELICIA R. WILKINSON, husband and wife, owners of the
real property hereinafter described:

RECITALS:

1. Wilkinsons are the owners of certain real property consisting of approximately 11.08 acres, which is more particularly described in Section 1 hereof.
2. Wilkinsons have divided the property into two lots of 5.8 acres and 5.28 acres.
3. Wilkinsons desire to impose certain covenants, conditions and restrictions on the property subject to this declaration.

NOW, THEREFORE, Wilkinsons, for themselves, their successors and assigns, hereby declare that the property described in Section 1 hereof shall be subject to the covenants, conditions and restrictions hereinafter set forth as follows:

Section 1. PROPERTY SUBJECT TO COVENANTS, CONDITIONS AND RESTRICTIONS. The following described real property shall be subject to the covenants, conditions and restrictions hereinafter set forth:

County of Skamania, State of Washington

Lot 3 of the WILSON SHORT PLAT No. 1 is recorded in Book 3 of Short Plats at Page 37, records of Skamania County, Washington.

Said real property has been further short platted and is now described as follows:

County of Skamania, State of Washington

Lots 1 and 2 of the WILKINSON SHORT PLAT, according to the plat thereof, recorded in Book 3 of Short Plats, Page 299, records of Skamania County, Washington.

Section 2. VIEW SHED EASEMENT. The owner of Lot 1 shall have a view shed easement over Lot 2, the benefit of which easement shall run with Lot 1 and the burden of which easement shall run with Lot 2. The view shed easement shall be limited to removal of trees and vegetation on that portion of Lot 2 which is located west of the existing power line, and which interferes with the view of the western horizon from the existing residence on Lot 1. Prior to removal of any vegetation, the owner of Lot 1 must give two weeks written notice of his intention to remove any trees or vegetation on Lot 2. The owner of Lot 1 shall assume all costs

Declaration of Covenants, Conditions and Restrictions

and liabilities for the cutting of any trees and shall be responsible for the removal or chipping of all branches and tree trunks. The owner of Lot 2 shall have the first right to possession of any downed tree. The owner of Lot 1 shall not be responsible for stump removal.

Section 3. HAZARDOUS TREES. The owners of Lots 1 and 2 shall have the right to remove any branch or tree within thirty (30) feet of either side of the center line of Skye Prairie Road or Wilson Road within the boundaries of Lots 1 and 2 and which is deemed an immediate hazard to fall on the roadway. The cost for cutting and removal shall be shared by both owners. Notice of twenty-four (24) hours shall be provided if possible.

Section 4. EFFECT OF COVENANTS: These covenants that are run with the land shall be binding on all parties and all persons claiming under them. These covenants shall last for a period of twenty (20) years, and shall be automatically extended for a like period unless amended or revoked by the unanimous vote of the owners of both Lot 1 and Lot 2.

Section 5. ENFORCEMENT: Any owner shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions and covenants imposed hereunder. Failure of any owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

EXECUTED this 19 day of June, 1997.

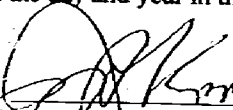

Michael D. Wilkinson


Felicia R. Wilkinson

STATE OF WASHINGTON)
COUNTY OF CLARK) ss.

This is to certify that on the 19th day of June, 1997, personally appeared before me MICHAEL D. WILKINSON and FELICIA R. WILKINSON, husband and wife, to me know to be the individuals who executed the foregoing instrument, and acknowledged the same to be their free act and deed, for the uses and purposes therein mentioned.

WITNESS my hand and official seal the day and year in the certificate first above written.



Notary Public in and for the State of
Washington, Residing at
My appointment expires:

