

145748

BOOK 228 PAGE 543

FILED IN RECORD
SKAMIA CO. WASH

BY *Kielpinski & Woodrich*

AUG 27 3 34 PM '02

Q. Lasny
AUCTION
J. MICHAEL GARYSON

AFTER RECORDING MAIL TO:

Kielpinski & Woodrich
P.O. Box 510
Stevenson WA 98648
(509) 427-5665

Document Title(s) or transactions contained therein:

Amended Declaration of Covenants and Restrictions

Grantor(s): [Last name first, then first name and initials]

Doherty, Frank
Doherty, Evelyn

Grantee(s): [Last name first, then first name and initials]

Doherty, Frank
Doherty, Evelyn

Registered
Index
Record
Filed
Date

Abbreviated Legal Description: [i.e., lot/block/plat or sec/twp/range/4/4]

NW 1/4 Sec. 29 / T 2N / R 5 EWM

☐ Complete legal description is on page 9-25 of document

Reference Number(s) of Documents Assigned or Released: [Blk/Pg/Aud#]

Book 223 Page 374 & 393 Gary H. Martin, Skamania County Assessor
Date 8/16/02 Parcel # 25-29-101 thru 401

☐ Additional numbers on page _____ of document

Assessor's Property Tax Parcel/Account Number(s):

02-05-29-0-0-0401-00 02-05-29-0-0-0404-00 02-05-29-0-0-0407-00
02-05-29-0-0-0402-00 02-05-29-0-0-0405-00 02-05029-0-0-0408-00
02-05-29-0-0-0403-00 02-05-29-0-0-0406-00 02-05029-0-0-0409-00

AMENDED DECLARATION OF COVENANTS AND RESTRICTIONS

of

real property located in the County of Skamania, State of Washington, commonly known as:

SKYE TREE FARM ESTATES

Which is comprised of nine (9) lots, individually described as follows:

See exhibit "A" attached hereto and made a part hereof, hereinafter referred to as "the properties".

RECITALS:

WHEREAS, Declarant is the owner of the lots collectively referred to herein as the Skye Tree Farm Estates ("the property"), located in the county of Skamania, State of Washington, as shown in the map on Exhibit "B" attached hereto; and

WHEREAS, the properties are in an area of much natural beauty and it is the desire and intent of Declarant to provide an atmosphere which will enhance and preserve such natural beauty for the enjoyment and convenience of persons living thereon. The covenants, conditions and restrictions established by this Declaration are intended to secure such objectives.

WHEREAS, the Declarant previously recorded the CC&R at book 223 page 374 and the Modification to the CC&R recorded at book 223 page 398. However, the Road Maintenance Agreements referenced herein were not recorded at the same time. These CC&R are recorded so that the Book and Page number of Road Maintenance Agreement A and Road Maintenance Agreement B, which were subsequently recorded, are included herein.

DECLARATION:

NOW THEREFORE, Declarant hereby declares that Lots 1-9 of the Skye Tree Farm Estates shall be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions which are for the purpose of protecting the value and desirability of, and which shall run with, the real property and be binding on all parties having any right, title or interest in the described properties or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

1. GENERAL PROVISIONS. The following covenants, restrictions, reservations, conditions and agreements shall run with the land and shall be binding upon and inure to the benefit of all parties hereto, their successors and assigns, and all persons claiming upon them and shall be a part of all transfers and conveyances of the property within such platted areas as if set forth in full in such transfers and conveyances. Such reservations, conditions, agreements, covenants and restrictions shall be binding and

effective for a period of thirty (30) years from the date hereof, at the end of which time they shall be automatically extended for successive periods of the (10) years, unless an instrument signed by a majority of the then owners of the lots or tracts within such area has been recorded, agreeing to change said covenants and restrictions in whole or part; EXCEPT, however, if prior to such thirty (30) year date, it appears to the advantage of this area that these restrictions should be modified then and in that event, any modification desired may be made by affirmative vote of eighty percent (80%) of the then owners of lots or tracts within Skye Tree Farm Estates and evidenced by suitable instrument filed for public record; or if such event occurs during the development periods such modification or waiver of non-conformity may be evidenced by special permission granted in writing by the declarant, or his successors, heirs, or assigns, without such vote of other owners, provided, however, that such modification or waiver shall not affect the provisions of Paragraph 2 below.

2. LAND USE AND BUILDING TYPE/PRE-EXISTING USES OR STRUCTURES:

- A. No lot shall be used except for residential purposes. No building shall be erected, altered, placed or permitted to remain on any lot other than one detached single-family dwelling not to exceed two (2) stories plus basement, together with a private garage for not less than two (2) cars. However, the foregoing provisions shall not be interpreted to exclude construction of a private greenhouse, private swimming pool, or shelter or porch for the protection of such swimming pool or for the storage of a boat and/or camping trailer kept for personal use, or a barn or tool shed, provided the location of such structures are in conformity with the applicable county regulations, and are compatible in design and decoration with the residence of such lot.
- B. The total floor area of the dwelling, structure, exclusive of basement, open or screened porches and attached garages, shall be not less than 1800 square feet for a 1 story dwelling, and not less than 2000 square feet for 2 story dwelling. Split level dwellings shall contain a minimum floor area of 2000 square feet with all levels, exclusive of garage area within the dwelling unit, included in computation of footage for such split level dwelling. For the purposes of interpretation of this paragraph, those dwellings with daylight basements shall be classified as one story, with the basement area not included in the computation of footage.
- C. All roof materials shall be tile, shake or shingle (wood) or Arch 80 or equivalent. All exteriors to be cedar type, vinyl, steel or aluminum horizontal bevel type, brick, lap siding or stone. This paragraph is not intended to exclude the construction a log home which is allowed on subject property. No T1-11 or other similar sheet-type siding may be used as exterior siding.

- D. Construction of any dwelling shall be completed, including exterior decoration, within on (1) year from the date of start of such construction. All lots shall subsequent to purchase from the developers and prior to the construction of improvements thereon, be kept in a neat and orderly condition and free of weeds, and the grass thereon cut or mowed at sufficient intervals to prevent creation of a nuisance or fire hazard.
- E. PROVIDED THAT, any use or structure existing as of June 15, 2001 may continue so long as it is used in substantially the same manner and for the same purpose as on that date. Replacement or reestablishment of a structure discontinued for one year shall be subject tot he provisions of these Covenants and Restrictions. Any use or structure damaged or destroyed by fire, disaster or emergency event shall be treated as an existing use or structure if an application for replacement in kind and in substantially the same location is filed within one (1) year.
3. NUISANCES. No noxious or offensive activity shall be carried on upon any lot nor shall anything be done thereon which may be or may become an annoyance or nuisance in the neighborhood. Yards and grounds shall be maintained in a neat and orderly fashion at all times. No parking or dismantling of inoperable vehicles shall be permitted on any lot. No trailers, motor-homes, boats or recreational vehicles shall be storage-parked in the public or private street area nor shall any trailer, motor-home, boat or recreational vehicles be storage-parked within the front set-back area of any lot, or view of adjoining lots. PROVIDED THAT any trailer, motor-home, boat or recreational vehicles stored in accordance with the restrictions mentioned in the foregoing shall be stored within a garage structure.
4. TEMPORARY STRUCTURES. No structure of a temporary character, including trailers, motor-homes, boats or recreational vehicles of any type, basement, tent shack, garage, barn or other outbuilding shall be used on any lot at any time as residence either temporarily or permanently.
5. SIGNS. No sign of any kind shall be erected, maintained or displayed to the public view on any lot, except one professional sign not larger then one square foot, one sign not larger than 18 X 24 inches, advertising the property for sale or rent; or signs used by the developers or builder to advertise the property during the initial sales and construction period. This restriction, however, shall not be construed to prohibit ornamental plates designating the name and address of the resident or the owners thereof. PROVIDED THAT, Lot 1 of the Skye Tree Farm Estates shall be permitted to maintain a sign 1' x 14' located at the site of the original sign, which is owned by the Declarants, and is the property of the Declarants.

- 6 GARBAGE AND REFUSE DISPOSAL. No lot shall be used or maintained as a dumping for rubbish. Trash, garbage or other waste shall not be kept, except in sanitary containers, pending collections and removal. All incinerators or other equipment for the temporary storage or disposal of such material shall be kept in a clean and sanitary condition.
- 7 NATURAL RESOURCES. No oil drilling, oil development, oil refining, quarrying, or mining operations of any kind shall be permitted upon or in any lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any lot. No derrick or other structures designed for use in boring for natural gas shall be erected, maintained or permitted upon any lot, including wind generators and cell towers. One television antenna is allowed and any radio or T.V. antenna or receptor shall be restricted to 20 feet height.
- 8 HAZARDOUS ACTIVITIES. No activity shall be conducted on any property and no improvements constructed on any property which are or might be unsafe or hazardous to person or property. Without limiting the generality of the foregoing, no firearms shall be discharged upon the subject Property. No hunting is allowed.
- 9 TRACT SIZE. No tract shall be divided into a parcel of less than ten acres.
- 10 LOT OWNER'S RIGHT OF ROADWAY.
 - a) Lot 1. Is served by a private driveway.
 - b) Lots 2, 3, 4, 5 and 6 shall have the right and easement to the common roadway which shall be appurtenant to and shall pass with the title to lots 2, 3, 4, 5 and 6. The roadway easements are described in the Exhibits attached to "Road Maintenance Agreement A" recorded at Book 225 Page 504, Auditor's File No. 145025, Records of Skamania County, Washington, and incorporated herein as if fully set forth.
 - c) Lots 2, 3, 4, 5 shall also be subject to an easement to the common roadway which shall be appurtenant to and shall pass with the title to lots 7, 8 and 9.
 - d) Lots 7, 8 and 9 shall have the right and easement to the common roadway which shall be appurtenant to and shall pass with the title to lots 7, 8 and 9. The roadway easements are described in the Exhibits attached to "Road Maintenance Agreement B" recorded at Book 225 Page 537 Auditor's File No. 145026, Records of Skamania County, Washington and incorporated herein as if fully set forth.
 - e) Lot 7 shall have an additional right and easement for the roadway which shall be appurtenant to and shall pass with the title to Lot 7. The roadway easement is described in the Exhibit attached to "Road Maintenance Agreement B" recorded at Book 225 Page 537 Auditor's File No. 145026 Records of Skamania County, Washington and incorporated herein as if fully set forth.

11 **EXISTING STRUCTURES.** No existing structure, residential or otherwise, shall be moved onto any lot in said subdivision.

12 **ENFORCEMENT.** The failure on the part of any said parties affected by these restrictions at any time to enforce any of the provisions hereof shall in no event be deemed a waiver thereof, nor shall the invalidation of any said reservations, conditions, agreements, covenants, and restriction by judgement or court order affect any of the other provisions hereof, which shall remain in full force and effect.

Should any suit or action be instituted by any of said parties to enforce any of said reservations, conditions, covenants, and restrictions, or to restrain the violation of any thereof, after written demand for compliance or for the cessation of such violation, and failure to comply with such demand, and regardless of whether a suit or action is commenced and/or reduced to judgment, the prevailing party in such suit or action, including any mediation or arbitration action, shall be entitled to recover from the losing party therein such sum as the court may adjudge reasonable attorney's fees in such suit or action, in addition to statutory costs.

13 **FARMING/ANIMALS.** Small farming along with the raising of show animals may be permitted, provided such activity creates no visual, auditory or aesthetic nuisance or annoyance to the neighborhood. There shall be no commercial raising of dogs, poultry or fur-bearing animals, nor shall there be any kennels operated on a commercial basis. Dogs and cats and other animals and reptiles shall be controlled as provided by ordinance of Skamania County and shall not be permitted to run free or otherwise to be or become a nuisance or a source of annoyance to other residents. A majority of lot owners may at any time provide written notice to the owner of an animal that is deemed to be a nuisance requiring the removal of any animal which is found to unreasonably disturb a majority of lot owners. This remedy is in addition to any other remedies available pursuant to the applicable ordinances of Skamania County and/or State statutes.

14 **FENCES.** For safety reasons no barbed wire fences are allowed along any shared roadways within the subject property.

15 **ROAD MAINTENANCE.** Except for the Owner of Lot 1, every owner of any lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to share in the cost of maintaining the common roadways and drainage of such in this subdivision.

c) The owners of Lots 2, 3, 4, 5 and 6 shall be subject to terms contained in the "Road Maintenance Agreement A" recorded at Book 225 Page 504,

Auditor's File No. 145025, Records of Skamania County, Washington, and incorporated herein as if fully set forth.

a)

- b) The owners of Lots 7, 8, and 9 shall be subject to terms contained in the "Road Maintenance Agreement B" recorded at Book 225 Page 537 Auditor's File No. 145026 Records of Skamania County, Washington and incorporated herein as if fully set forth.

16 MOTORIZED VEHICLES. Owning a motorcycle/motorized bike or all terrain vehicle is allowed, but no racing and or revving of the engine or causing excessive noise shall be permitted or allowed on the subject property.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this 26th day of July, 2002.

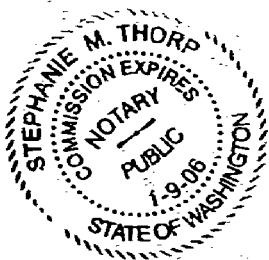
Frank Doherty
FRANK DOHERTY, DECLARANT

Evelyn Doherty
EVELYN DOHERTY, DECLARANT

STATE OF WASHINGTON)
COUNTY OF SKAMANIA) ss.

I certify that I know or have satisfactory evidence that FRANK DOHERTY and EVELYN DOHERTY are the persons who appeared before me, and said persons acknowledged that they signed this instrument and acknowledged it to be their free and voluntary act for the uses and purposes mentioned in the instrument.

DATED this 26th day of July, 2002



Stephan M. Shoy
NOTARY PUBLIC for the state of Washington
My Commission Expires 1 9 / 06

DATED this 26th day of July, 2002

Stephanie M. Thorp
NOTARY PUBLIC for the state of Washington
My Commission Expires 1-9-06

Unofficial Copy

OLSON
ENGINEERING INC.

LAND SURVEYORS
ENGINEERS

(360) 695-1385
1111 Broadway
Vancouver, WA
98660

LEGAL DESCRIPTION FOR DOHERTY
Perimeter Description Parcel 1

May 10, 2001

A parcel of property located in the Northwest quarter of Section 29, Township 2 North, Range 5 East of the Willamette Meridian in Skamania County, Washington, described as follows:

BEGINNING at the Northwest corner of said Northwest quarter of Section 29;

THENCE South $01^{\circ} 21' 56''$ West along the West line of said Northwest quarter of Section 29, a distance of 1299.51 feet;

THENCE North $89^{\circ} 49' 38''$ East 915.71 feet;

THENCE North $01^{\circ} 10' 05''$ West 1277.02 feet to the North line of said Section 29;

THENCE North $88^{\circ} 41' 28''$ West along said North line 858.93 feet to the POINT OF BEGINNING.

EXCEPT a strip of land 300 feet in width acquired by the United States of America for the Bonneville Power Administration's Bonneville-Vancouver No. 1 and No. 2 electric power transmission lines as recorded in Book 27 of Deeds at Page 319 records of Skamania County.

200105100001.dwg
(Volume)

Amended
CC&R
EXHIBIT A
PAGE 1 OF 15

Page 1 of 2

OLSON
ENGINEERING INC.

LAND SURVEYORS
ENGINEERS

(360) 695-1385
1111 Broadway
Vancouver, WA
98660

This parcel contains 20.37 acres more or less.

ALSO EXCEPT that portion which lies West of the East right-of-way line of Skye Road as conveyed to Skamania County by deed recorded in Book 75 at Page 58 records of Skamania County.



Amended
CC&R

EXHIBIT A
PAGE 2 OF 15

Z:\00006700\671\00005.log.doc
(VFB:mt)



LAND SURVEYORS
ENGINEERS

(360) 695-1385
1111 Broadway
Vancouver, WA
98660

LEGAL DESCRIPTION FOR DOHERTY
Perimeter Description of Parcel 2

May 10, 2001

A parcel of property located in the Northwest quarter of Section 29, Township 2 North, Range 5 East of the Willamette Meridian in Skamania County, Washington described as follows:

COMMENCING at the Northwest corner of said Northwest quarter of Section 29;

THENCE South $01^{\circ} 21' 56''$ West along the West line of said Northwest quarter of Section 29 a distance of 1299.51 feet;

THENCE North $89^{\circ} 49' 38''$ East 915.71 feet;

THENCE North $01^{\circ} 10' 05''$ West 334.26 feet to the TRUE POINT OF BEGINNING;

THENCE North $89^{\circ} 30' 14''$ East 719.46 feet;

THENCE North $70^{\circ} 55' 20''$ East 1064.99 feet to the East line of said Northwest quarter of Section 29;

THENCE North $01^{\circ} 15' 49''$ East along said East line 548.23 feet to the North line of said Northwest quarter of Section 29;

THENCE North $88^{\circ} 41' 28''$ West along said North line 1757.69 feet to a point which bears North $01^{\circ} 10' 05''$ West from the TRUE POINT OF BEGINNING;

THENCE South $01^{\circ} 10' 05''$ East 942.76 feet to the TRUE POINT OF BEGINNING.

Amended
CC&R
EXHIBIT A
PAGE 3 OF 15

BOOK 228 PAGE 554

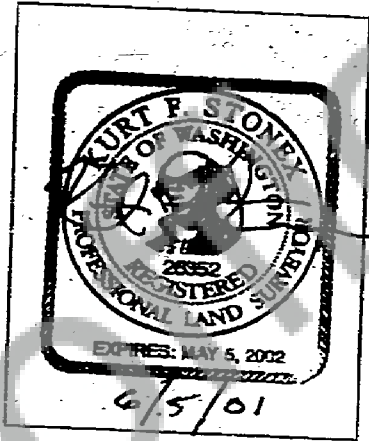
OLSON
ENGINEERING INC.

LAND SURVEYORS
ENGINEERS

(360) 695-1385
1111 Broadway
Vancouver, WA
98660

EXCEPT a strip of land 300 feet in width acquired by the United States of America for the Bonneville Power Administration's Bonneville-Vancouver No. 1 and No. 2 electric power transmission lines as recorded in Book 27 of Deeds at Page 319 of Skamania County.

This parcel contains 20.53 acres more or less.



Amended
CC&R
EXHIBIT A
PAGE 4 OF 15

Z:\000070067\98064.jpg.doc
(VP:muh)

Page 2 of 2



LAND SURVEYORS
ENGINEERS

(360) 695-1385
1111 Broadway
Vancouver, WA
98666

LEGAL DESCRIPTION FOR DOHERTY
Perimeter Description for Parcel 3

May 14, 2001

A parcel of property located in the Northwest quarter of Section 29, Township 2 North, Range 5 East of the Willamette Meridian in Skamania County, Washington, described as follows:

COMMENCING at the Northwest corner of said Northwest quarter of Section 29;

THENCE South $01^{\circ} 21' 56''$ West along the West line of said Northwest quarter 1299.51 feet;

THENCE North $89^{\circ} 49' 38''$ East 915.71;

THENCE South $23^{\circ} 06' 29''$ East 221.91 feet to the TRUE POINT OF BEGINNING;

THENCE North $23^{\circ} 06' 29''$ West 221.91 feet;

THENCE North $01^{\circ} 10' 05''$ West 334.26 feet;

THENCE North $89^{\circ} 30' 14''$ East 719.46 feet;

THENCE North $70^{\circ} 55' 20''$ East 1064.99 feet to the East line of said Northwest quarter of Section 29;

THENCE South $01^{\circ} 15' 49''$ West along said East line 723.49 feet to a point on said East line which bears North $01^{\circ} 15' 49''$ East 1356.80 feet from the Southeast corner of said Northwest quarter of Section 29;

THENCE South $89^{\circ} 49' 50''$ West 601.73 feet to a point which bears North $80^{\circ} 37' 17''$ East 1028.08 feet from the TRUE POINT OF BEGINNING;

Amended

CC&R

EXHIBIT A

PAGE 5 OF 15

Z:\00000000\71967111\leg.doc
(V:\00000000)

BOOK 228 PAGE 556

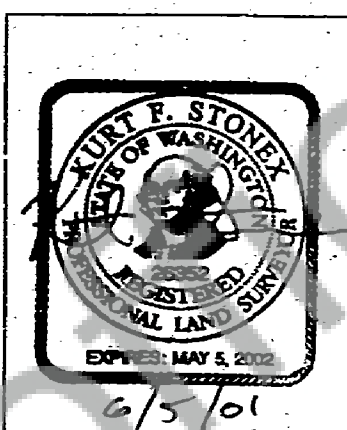
OLSON
ENGINEERING INC.

LAND SURVEYORS
ENGINEERS

(360) 695-1385
1111 Broadway
Vancouver, WA
98660

THENCE South 80° 37' 17" West 1028.08 to the TRUE POINT OF BEGINNING.

This parcel contains 20.80 acres more or less.



Amended
CC&R

EXHIBIT A

PAGE 6 OF 15

Z:\00005709\47100\111.dwg
(V:\00005709\47100\111.dwg)

Page 2 of 2



LAND SURVEYORS
ENGINEERS

(360) 695-1385
1111 Broadway
Vancouver, WA
98660

LEGAL DESCRIPTION FOR DOHERTY
Perimeter Description Parcel 4

May 14, 2001

A parcel of property located in the Northwest quarter of Section 29, Township 2 North, Range 5 East of the Willamette Meridian in Skamania County, Washington, described as follows:

COMMENCING at the Northwest corner of said Northwest quarter of Section 29;

THENCE South $01^{\circ} 21' 56''$ West along the West line of said Northwest quarter 1299.51 feet;

THENCE North $89^{\circ} 49' 38''$ East 915.71 feet;

THENCE South $23^{\circ} 06' 29''$ East 221.91 feet to point "A";

THENCE South $23^{\circ} 06' 29''$ East 568.63 feet;

THENCE South $62^{\circ} 41' 17''$ West 568.56 feet to the centerline of Skye Road as conveyed to Skamania County by deed recorded in Book 75 at Page 58 records of Skamania County;

THENCE South $34^{\circ} 41' 00''$ East along said centerline 442.26 feet to a 250.00 foot radius curve to the right;

THENCE around said 250.00 foot radius curve to the right and along said centerline 1.86 feet to the South line of said Northwest quarter of Section 29;

THENCE South $88^{\circ} 39' 00''$ East along said South line 975.78 feet to the TRUE POINT OF BEGINNING;

THENCE South $88^{\circ} 39' 00''$ East along said South line 640.10 feet to the East line of said Northwest quarter of Section 29;

Amended
CC&R

EXHIBIT A

PAGE 7 OF 15

2:46086708457190012.Leg.doc
(VFFinal)

OLSON
ENGINEERING INC.

LAND SURVEYORS
ENGINEERS

(360) 695-1385
1111 Broadway
Vancouver, WA
98660

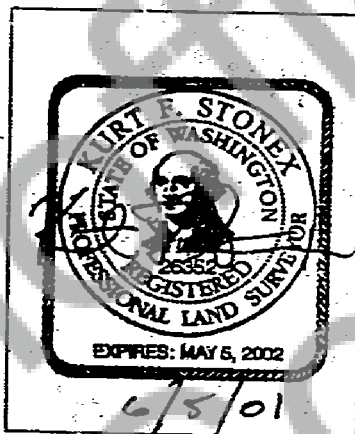
THENCE North $01^{\circ} 15' 49''$ East along said East line 1356.80 feet;

THENCE South $89^{\circ} 49' 50''$ West 601.73 feet to a point which bears North $80^{\circ} 37' 17''$ East 1023.08 from said point "A";

THENCE South $80^{\circ} 37' 17''$ West toward said point "A" 451.94 feet;

THENCE South $16^{\circ} 36' 57''$ East 1321.13 feet to the TRUE POINT OF BEGINNING.

This parcel contains 26.02 acres more or less.



Amended
CC&R

EXHIBIT A

PAGE 8 OF 15

Z:\00006700571\00012.log.doc
(VFP&nd)

OLSON
ENGINEERING INC.

LAND SURVEYORS
ENGINEERS

(360) 695-1385
1111 Broadway
Vancouver, WA
98660

LEGAL DESCRIPTION FOR DOHERTY
Perimeter Description Parcel 5

May 14, 2001

A parcel of property located in the Northwest quarter of Section 29, Township 2 North, Range 5 East of the Willamette Meridian in Skamania County, Washington, described as follows:

COMMENCING at the Northwest corner of said Northwest quarter of Section 29;

THENCE South $01^{\circ} 21' 56''$ West along the West line of said Northwest quarter 1299.51 feet;

THENCE North $89^{\circ} 49' 38''$ East 915.71 feet;

THENCE South $23^{\circ} 06' 29''$ East 221.91 feet to the TRUE POINT OF BEGINNING;

THENCE South $23^{\circ} 06' 29''$ East 568.63 feet;

THENCE South $62^{\circ} 41' 17''$ West 568.56 feet to the centerline of Skye Road as conveyed to Skamania County by deed recorded in Book 75 at Page 58 records of Skamania County;

THENCE South $34^{\circ} 41' 00''$ East along said centerline 442.26 feet to a 250.00 foot radius curve to the right;

THENCE around said 250.00 foot radius curve to the right and along said centerline 1.86 feet to the South line of said Northwest quarter of Section 29;

THENCE South $88^{\circ} 39' 00''$ East along said South line 975.78 feet;

THENCE North $16^{\circ} 36' 57''$ West 1321.13 feet to a point which bears North $80^{\circ} 37' 17''$ East 576.14 feet from the TRUE POINT OF BEGINNING;

Amended CC&R

EXHIBIT A

PAGE 9 OF 15

Z:\602067006719001115.dwg
VF2001

OLSON
ENGINEERING INC.

LAND SURVEYORS
ENGINEERS

(360) 695-1385
1111 Broadway
Vancouver, WA
98660

THENCE South 89° 37' 17" West 576.14 feet to the TRUE POINT OF BEGINNING.

This parcel contains 21.28 acres more or less.



2:\000670057190013.Jug.doc
YFB:skt

Amended
CC&R
EXHIBIT A
PAGE 10 OF 15



LAND SURVEYORS
ENGINEERS

(360) 695-1385
1111 Broadway
Vancouver, WA
98660

LEGAL DESCRIPTION FOR DOHERTY
Perimeter Description Parcel 6

May 11, 2001

A parcel of property located in the Northwest quarter of Section 29, Township 2 North, Range 5 East of the Willamette Meridian, in Skamania County, Washington described as follows:

COMMENCING at the Northwest corner of said Northwest quarter of Section 29;

THENCE South $01^{\circ} 21' 56''$ West along the West line of said Northwest quarter of Section 29, a distance of 1299.51 feet to point "A";

THENCE North $89^{\circ} 49' 38''$ East 10.74 feet to the centerline of Skye Road as conveyed to Skamania County by deed recorded in Book 75 at Page 58 records of Skamania County and the TRUE POINT OF BEGINNING;

THENCE North $89^{\circ} 49' 38''$ East 904.97 to a point which bears North $89^{\circ} 49' 38''$ East 915.71 feet from said point "A";

THENCE South $23^{\circ} 06' 29''$ East 790.54 feet;

THENCE South $62^{\circ} 41' 17''$ West 568.56 feet to said centerline of Skye Road;

THENCE along said centerline of Skye Road the following courses:

THENCE North $34^{\circ} 41' 00''$ West 17.50 feet to a 300.00 foot radius curve to the left;

THENCE around said 300.00 foot radius curve to the left 301.73 feet;

THENCE South $87^{\circ} 41' 19''$ West 27.85 feet to a 300.00 foot radius curve to the right;

THENCE around said 300.00 foot radius curve to the right 92.58 feet;

THENCE North $74^{\circ} 37' 47''$ West 112.65 feet to a 300.00 foot radius curve to the

right;

Z:\0000670067190618.lsg.doc

(VPR)ak

Amended CC&R
EXHIBIT A

PAGE 11 OF 15

BOOK 228 PAGE 562

OLSON
ENGINEERING INC.

LAND SURVEYORS
ENGINEERS

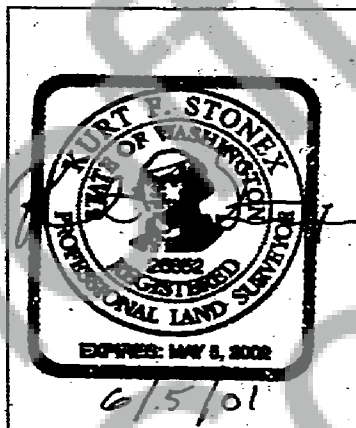
(360) 695-1385
1111 Broadway
Vancouver, WA
98560

THENCE around said 300.00 foot radius curve to the right 395.01 feet;

THENCE North 00° 48' 43" East 509.14 feet to the TRUE POINT OF BEGINNING.

This parcel contains 20.79 acres, more or less.

EXCEPT therefrom that portion lying Westerly of the Easterly right-of-way line of Skye Road as conveyed to Skamania County by deed recorded in Book 75 at Page 58, records of Skamania County.



Amended
CC&R
EXHIBIT A
PAGE 12 OF 15

Z:\MR067006719001.dwg.doc
(VTB)ak

Page 2 of 2

BOOK 228 PAGE 563

OLSON
ENGINEERING INC.

LAND SURVEYORS
ENGINEERS

(360) 695-1385
1111 Broadway
Vancouver, WA
98660

LEGAL DESCRIPTION FOR DOHERTY
Perimeter Description of Parcel 7

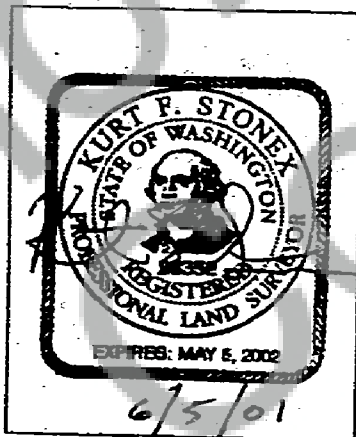
May 10, 2001

The North 1423.60 feet of the following described property:

All land situated West of the North Fork (also known as the West Fork) of the Washougal River in the West half of the Northeast quarter of Section 29, Township 2 North, Range 5 East of the Willamette Meridian in Skamania County, Washington.

EXCEPT a strip of land 300 feet in width acquired by the United States of America for the Bonneville Power administration's Bonneville-Vancouver No. 1 and No. 2 electric power transmission lines as recorded in Book 27 of Deeds at Page 319 records of Skamania County.

This parcel contains 20.50 acres more or less.



Amended
CC&R
EXHIBIT A
PAGE 13 OF 15

Z:\MCM67094719006.klg.doc
(VFB:rls)

OLSON
ENGINEERING INC.

LAND SURVEYORS
ENGINEERS

(360) 695-1385
1111 Broadway
Vancouver, WA
98660

LEGAL DESCRIPTION FOR DOHERTY
Perimeter Description of Parcel 8

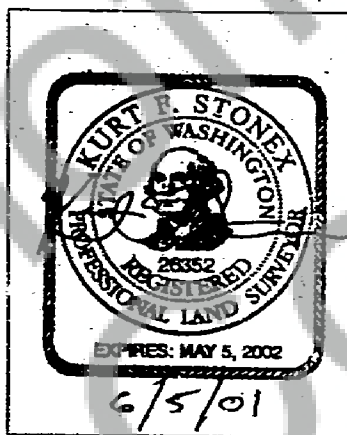
May 11, 2001

All land situated West of the North Fork (also known as the West Fork) of the Washougal River in the West half of the Northeast quarter of Section 29, Township 2 North, Range 5 East of the Willamette Meridian, in Skamania County, Washington.

EXCEPT therefrom the North 1423.60 feet.

ALSO EXCEPT therefrom the South 138.75 feet.

This parcel contains 20.57 acres more or less.



Amended
CC&R
EXHIBIT A
PAGE 14 OF 15

Z:\88067006\7190006.lwg.doc
VFB:ml

BOOK 228 PAGE 565

OLSON
ENGINEERING INC.

LAND SURVEYORS
ENGINEERS

(360) 693-1385
1111 Broadway
Vancouver, WA
98660

LEGAL DESCRIPTION FOR DOHERTY
Perimeter Description of Parcel 9

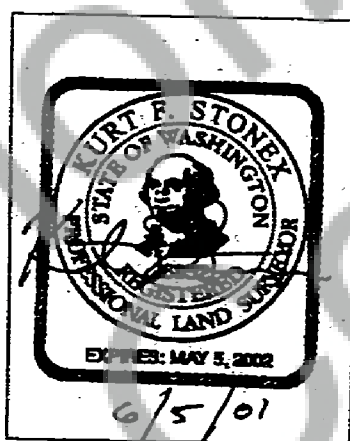
May 11, 2001

ALL land situated West of the North Fork (also known as the West Fork) of the Washougal River in the Northwest quarter of the Southeast quarter of Section 29, Township 2 North, Range 5 East of the Willamette Meridian, Skamania County, Washington.

AND ALSO the South 138.75 feet of the following described property:

ALL land situated West of the North Fork (also known as the West Fork) of the Washougal River in the West half of the Northeast quarter of Section 29, Township 2 North, Range 5 East of the Willamette Meridian in Skamania County, Washington.

This parcel contains 22.39 acres more or less.



Amended
CC&R
EXHIBIT A
PAGE 15 OF 15

Z:\G00630067190009.log.doc
VFH:mak

EXHIBIT **B**
PAGE 1 OF 1

