

**RETURN TO:**

John Crumpacker  
P.O. Box 100  
Underwood, WA 98651

Doc # 2007165874  
Page 1 of 9  
Date: 04/27/2007 02:44P  
Filed by: JOHN CRUMPACKER  
Filed & Recorded in Official Records  
of SKAMANIA COUNTY  
SKAMANIA COUNTY AUDITOR  
J MICHAEL GARVISON  
Fee: \$40.00

**DECLARATION  
OF  
COVENANTS, CONDITIONS, RESTRICTIONS &  
EASEMENTS**

The information contained in this boxed section is for recording purposes only pursuant to RCW 36.18 and RCW 65.04, and is not to be relied upon for any other purpose and shall not affect the intent of any warranty contained in the document itself.

Reference number(s) of related document: \_\_\_\_\_

Grantors: (1) UNDERWOOD GARDENS, LLC

Grantee: (1) GENERAL PUBLIC

Abbreviated Legal Description: SE 19, TN 3N, R 10E, EWM

Complete legal descriptions: See Exhibits A and B hereto

Assessor's Tax Parcel ID No.: 03101900030100; and 03101900060000

**DECLARATION  
OF  
COVENANTS, CONDITIONS, RESTRICTIONS & EASEMENTS**

Pursuant to the Laws of the State of Washington, and any applicable laws or rules of Skamania County Washington; and pertaining to and affecting real property owned by Declarant as described herein and in Exhibit "A" hereto; and to the heirs, successors or assigns in interest of Declarant to which this Declaration of Covenants, Conditions, Restrictions and Easements applies; notice is hereby given.

**TO THE PUBLIC:**

**KNOW ALL MEN BY THESE PRESENTS**, that Underwood Gardens, LLC, by and through its members, John W. Crumpacker and Ronda B. Bresin, and on behalf of its heirs, successors and assigns in interest (all of whom shall be collectively referred to hereinafter as ("Declarant")), do hereby declare as follows:

**RECITALS**

**WHEREAS**, Declarant herein is the owner in fee simple of real estate situated in Skamania County, State of Washington, with Assessor's Tax Parcel ID No.: 03-10-19-0-0-0600-00 and legally described in Exhibit "A" which is attached hereto and incorporated herein by this reference (this property is hereinafter referred to as the "Restricted Parcel"). The Easements, Covenants, Conditions, and Restrictions (hereinafter referred to as "CCRs") established and certified by this Declaration apply to the Restricted Parcel.

**WHEREAS**, John W. Crumpacker and Ronda B. Bresin, as husband and wife, are also the owners in fee simple of real estate situated in Skamania County, State of Washington, with Assessor's Tax Parcel ID No.: 03-10-19-0-0-0301-00 and legally described in Exhibit "B" which is attached hereto and incorporated herein by this reference (this property is hereinafter referred to as the "Benefited Parcel" and John W. Crumpacker and Ronda B. Bresin, as the fee simple owners of the Benefited Parcel, are hereinafter referred to as "Owners") and which is located directly to the east of, and borders, the Restricted Parcel.

**WHEREAS**, various local, state and federal licenses and land use approvals have been granted to the Benefited Parcel and its Owners in connection with the development of a diversified agricultural operation on the Benefited Parcel including a residence, barn, worker house, winery, fruit stand, orchard and vineyard;

**WHEREAS**, additional local, state and federal licenses and land use approvals and renewals, will be applied for by the Owners of the Benefited Parcel, including, but not necessarily limited to applications for new cultivation, operation of a winery, fruit stand, wine tasting room and various "Commercial Events" such as weddings, parties, picnics and retreats (Commercial Events are specifically defined by Skamania County Code Title 22 - Columbia River Gorge National Scenic Area, Chapter 22.12.030 - Commercial Events, and are hereinafter referred to as "Commercial Events");

**WHEREAS**, it is the purpose of these CCRs to preserve and protect the current and

future agricultural and business activities on the Benefited Parcel, as well as the view and privacy enjoyed on the Benefited Parcel by preventing certain uses and practices on the Restricted Parcel.

**WHEREAS**, the Declarant does hereby establish the following CCRs, each and all of which shall run with, touch and concern, and be imposed upon, the land referred to as the Restricted Parcel, and which shall bind Declarant and Declarant's heirs, successors and assigns in interest; and each and all of which shall further inure to the benefit of, and be enforceable by, the Owners of the Benefited Parcel, as well as their heirs, successors and assigns in interest in perpetuity.

**NOW, THEREFORE**, with respect to the Restricted Parcel, and in consideration of Ten Dollars (\$10.00) in hand paid and other good and valuable consideration received by Declarant, Declarant declares, agrees and covenants on Declarant's behalf and on behalf of its heirs, successors and assigns in interest as follows:

1. **Screening Buffer.** Declarant shall continuously maintain a twenty five (25) foot wide screening buffer of coniferous trees along the entire length of the eastern property line of the Restricted Parcel (hereinafter referred to as the "Buffer") as set forth on Exhibit "C" which is attached hereto and incorporated herein by this reference. As shown on Exhibit C, the length of the Buffer runs from North to South along the entire length of the eastern property line of the Restricted Parcel and the width is calculated from the Eastern property line and extends in a Westerly direction for a distance of twenty five feet. Trees within the Buffer shall be at least thirty (30) feet in height and no more than fifty (50) feet in height. Any removal or replanting of trees within the Buffer shall comply with the provisions of these CCRs.

2. **Disturbance of Buffer.** Declarant shall not construct, maintain, or suffer to be constructed or maintained, any structure, road, utility lines, or other ground disturbing activity, other than a barb wire fence or wire strand orchard fence, within the Buffer. Any fence within the Buffer shall be along the east or west edge of the Buffer so that the full width of the buffer is preserved. Declarant shall not disturb, damage or remove any existing trees within the Buffer in connection with the placement and construction of any fence, except upon written permission of the Owners of record of the Benefited Parcel.

3. **Replanting of Buffer:** Declarant shall immediately replant coniferous trees at least ten (10) feet in height, and spaced no more than ten (10) feet apart, in all affected areas, if trees of any kind which are located within the Buffer are removed or destroyed as a result of manmade causes. Replanting shall be completed within thirty (30) days of tree removal or destruction. In the event that tree loss in the Buffer is the result of a natural event such as wind, disease, fire or the like, Declarant and Owners shall equally share the cost of replanting.

4. **View Easement:** Declarant hereby grants to the Benefited Parcel the full and free right to an easement for the uninterrupted enjoyment of the view of the Columbia River Gorge and surrounding mountains over and across all of the Restricted Parcel as described below (hereinafter referred to as the "View Easement"). No permanent or temporary structure shall be placed within the View Easement. No vegetation, including but not limited to trees, shall be maintained or placed within the View Easement. The View Easement is defined as follows: an area covering the entire Restricted Parcel which is directly above the Restricted Parcel and which begins at a height of fifty (50) feet above ground level as calculated at all points in relation to the

natural slope and topography of the Restricted Parcel, and which continues upward through all airspace owned by the Restricted Parcel. Consistent with the other provisions of these CCRs, Declarant may develop the Restricted Parcel from ground level to the beginning of the View Easement, so long as such development is also in compliance with applicable federal, state, and local regulations concerning such activities. All costs required to keep the view easement free of obstructions (except for manmade structures, the removal of which shall be the sole responsibility of Declarant) shall be borne solely by Owners.

5. Operation Easement. Declarant hereby grants to the Benefited Parcel the full and free right to an easement on, over, across and under the Restricted Parcel for any audio, visual, view, light, noise, dust, vibration, smell, or other effect of any kind whatsoever resulting directly or indirectly from any (a) operations conducted on the Benefited Parcel or (b) facilities now or hereafter located on the Benefited Parcel.

6. Non-Disturbance Easement. Declarant hereby grants to the Benefited Parcel the full and free right to an easement to operate a winery, fruit stand, wine tasting room and to conduct Commercial Events, as long as such operations are in compliance with applicable federal, state, and local regulations concerning such activities (hereinafter referred to as the "Non-Disturbance Easement"). As part of this Non-Disturbance Easement, Declarant covenants and agrees that it, its successors, assigns, grantees, invitees, and tenants shall not comment on, oppose, or appeal any licenses, applications or approvals of any kind made or sought pursuant to applicable federal, state, and local regulations in connection with the agricultural and business operations on the Benefited Parcel, including, but not limited to, applications or approvals made or sought pursuant to Skamania County Code Title 22 – Columbia River Gorge National Scenic Area, or successor regulations.

7. Litigation Easement and Waiver. Declarant covenants and agrees that it, its successors, assigns, grantees, invitees, and tenants shall not assert, initiate, join in, or prosecute any claim, administrative proceeding, lawsuit, demand, grievance, or other cause of action, and hereby expressly waives for itself, its successors, assigns, grantees, invitees, and tenants, any claim, administrative proceeding, lawsuit, demand, grievance, for nuisance or other causes of action it or they may now have, or that may arise in the future, as a result of the agricultural and business operations on the Benefited Parcel, or against its Owners, and any successor-in-interest of the Owners. This Litigation Easement and Waiver shall not be construed, however, to bar Declarant or any successor, assign, grantee, invitee, or tenant of Declarant from asserting any claims of criminal conduct, or from asserting civil claims against any person or entity for personal injury or property damage caused by or resulting from negligence.

8. Poultry, Livestock and Animal Boarding Prohibited: Declarant shall not engage in any agricultural or business operations on the Restricted Parcel that involve poultry or livestock of any kind. Declarant shall be entitled to have domesticated pets, livestock, and poultry for personal use. No boarding of animals shall be permitted on the Restricted Parcel.

9. Each and all of these CCRs shall run with, touch and concern, and be imposed upon, the land referred to as the Restricted Parcel, and shall bind Declarant and Declarant's heirs, successors and assigns in interest; and each and all of which shall further inure to the benefit of, and be enforceable by, the Owners of the Benefited Parcel, as well as their heirs, successors and assigns in interest.

**Declaration - 4**

Exhibit A  
**LEGAL DESCRIPTION**  
Tax Lot 600

That portion of the Southwest Quarter of the Northeast Quarter of Section 19, Township 3 North, Range 10 East of the Willamette Meridian, in the County of Skamania, State of Washington, more particularly described as follows:

Commencing at a point at which the county road, commonly known and designated as Kollock Road, intersects with the private road commonly known as McVay Camp Road as is now laid out and has been laid out upon the ground, as a point of beginning; thence East along the Northerly line of the said Kollock County Road to a point of its intersection with the East line of the said Southwest Quarter of the Northeast Quarter of Section 19, Township 3 North, Range 10 East of the Willamette Meridian; thence North along said East line of said Southwest Quarter of the Northeast Quarter of Section 19, Township 3 North, Range 10 East of the Willamette Meridian to a point where said line intersects with the McVay Camp Road as it is now laid out and exists upon the ground; thence from said point of intersection in a Southwesterly direction along the Easterly line of said McVay Camp Road to a point of its intersection with the point of beginning.

**EXCEPTING THEREFROM:**

Beginning at the intersection of the North line of Kollock Knapp Road with the East line of the Southwest Quarter of the Northeast Quarter of Section 19, Township 3 North, Range 10 East of the Willamette Meridian, in the County of Skamania and State of Washington; thence North 2 degrees 29' 35" East along the East line of said Quarter, a distance of 740.13 feet to the True Point of Beginning of the tract to be described herein; thence South 69 degrees 39' 11" West 280.74 feet to the East edge of the McVay Camp Road; thence Northeasterly along the East edge of said McVay Camp Road to the East line of the Southwest Quarter of the Northeast Quarter of said Section 19; thence South along said East line of the True Point of Beginning.

**ALSO EXCEPTING THEREFROM:**

Beginning at the intersect of the north line of the Kollock-Knapp County Road and the East line of Northwest Quarter of the Southeast Quarter of Section 19, Township 3 North, Range 10 East, Willamette Meridian;  
Thence North along said East line of the Northwest Quarter of the Southeast Quarter to the Southeast corner of the Southwest Quarter of the Northeast Quarter of said Section 19;  
Thence north along the East line of the said Southwest Quarter of the Northeast Quarter a distance of 727.02 feet;  
Thence South 69°39'11" West a distance of 59.73 feet to an existing fence and a Red Plastic Cap on a 5/8" Rebar;  
Thence South 01°51'00" East along said existing fence a distance of 101.82 feet;  
Thence South 00°57'59" East along said existing fence a distance of 648.39 feet to an existing Brass Cap;  
Thence east along the north line of the Kollock-Knapp County road, to the Point of Beginning.  
Containing 0.93 acres.

Exhibit B  
**LEGAL DESCRIPTION**  
Tax Lot 301

PARCEL I

The Southeast Quarter of the Northeast Quarter of Section 19, Township 3 North, Range 10 East of the Willamette Meridian, in the County of Skamania, State of Washington.

PARCEL II

All of that portion of land lying Northerly of the North line of Kollock-Knapp Road in the Northeast Quarter of the Southeast Quarter of Section 19, Township 3 North, Range 10 East of the Willamette Meridian, in the County of Skamania, State of Washington.

PARCEL III

Beginning at the intersect of the north line of the Kollock-Knapp County Road and the East line of Northwest Quarter of the Southeast Quarter of Section 19, Township 3 North, Range 10 East, Willamette Meridian;

Thence North along said East line of the Northwest Quarter of the Southeast Quarter to the Southeast corner of the Southwest Quarter of the Northeast Quarter of said Section 19;

Thence north along the East line of the said Southwest Quarter of the Northeast Quarter a distance of 727.02 feet;

Thence South  $69^{\circ}39'11''$  West a distance of 59.73 feet to an existing fence and a Red Plastic Cap on a 5/8" Rebar;

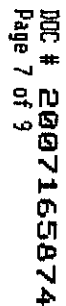
Thence South  $01^{\circ}51'00''$  East along said existing fence a distance of 101.82 feet;

Thence South  $00^{\circ}57'59''$  East along said existing fence a distance of 648.39 feet to an existing Brass Cap;

Thence east along the north line of the Kollock-Knapp County road, to the Point of Beginning. Containing 0.93 acres.



**BELL DESIGN  
COMPANY**  
P.O. BOX 2008, ALBUQUERQUE,  
NM 87103-0208



10. Severability. In the event that any one or more covenant, condition, right, easement or other provision contained in these CCRs is held to be invalid, void or illegal by any court of competent jurisdiction, the same shall be deemed severable from the remainder of these CCRs and shall in no way affect, impair or invalidate any other covenant, condition, right, easement or other provision contained in these CCRs,

This document was executed this 27<sup>th</sup> day of April, 2007 by the following persons, having full legal authority to enter into these CCRs.

**DECLARANT:**

UNDERWOOD GARDENS, LLC  
a Washington limited liability company,

  
By: John W. Crumpacker, Member

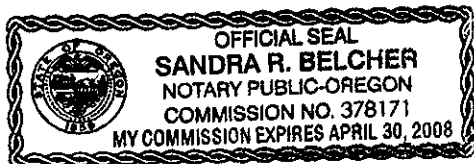
  
By: Ronda B. Bresin, Member



State of ~~Washington~~ OR )  
County of ~~Skamania~~ Hoon River ) ss:

On this day personally appeared before me JOHN CRUMPACKER, to me known to be a Member of UNDERWOOD GARDENS, LLC, a Washington limited liability company, and who executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act of the LLC, for the uses and purposes therein mentioned and on oath stated that he was authorized to execute said instrument.

Dated this 27 day of April, 2007.

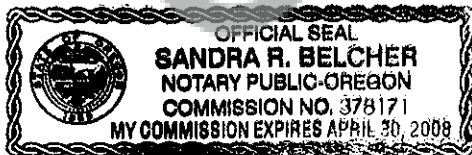


Sandra R. Belcher  
Sandra R. Belcher  
(print name)  
NOTARY PUBLIC in and for the  
State of ~~Washington~~ Oregon  
Residing at Hoon River  
My appointment expires: 04/30/08

State of ~~Washington~~ OR )  
County of ~~Skamania~~ Hoon River ) ss:

On this day personally appeared before me RONDA BRESIN, to me known to be a Member of UNDERWOOD GARDENS, LLC, a Washington limited liability company, and who executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act of the LLC, for the uses and purposes therein mentioned and on oath stated that he was authorized to execute said instrument.

Dated this 27 day of April, 2007.



Sandra R. Belcher  
Sandra R. Belcher  
(print name)  
NOTARY PUBLIC in and for the  
State of ~~Washington~~ Oregon  
Residing at Hoon River  
My appointment expires: 04/30/08