

<b>WHEN RECORDED RETURN TO:</b>
Douglas McGuire
946 SW Florence CT
Gresham OR 97080

<b>DOCUMENT TITLE(S)</b>
Pinchot Forest Estates
Declaration of Covenants & Restrictions
<b>REFERENCE NUMBER(S)</b> of Documents assigned or released:
AF 2013 002373
<input type="checkbox"/> Additional numbers on page ____ of document.
<b>GRANTOR(S):</b>
Colleen L. Mersnow & DIANA K. Christopher
<input type="checkbox"/> Additional names on page ____ of document.
<b>GRANTEE(S):</b>
Public
<input type="checkbox"/> Additional names on page ____ of document.
<b>LEGAL DESCRIPTION</b> (Abbreviated: i.e. Lot, Block, Plat or Section, Township, Range, Quarter):
See EX. B
<input type="checkbox"/> Complete legal on page ____ of document.
<b>TAX PARCEL NUMBER(S):</b>
03-08-08-0-0-0205-00
<input type="checkbox"/> Additional parcel numbers on page ____ of document.
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.

# **DECLARATION OF COVENANTS AND RESTRICTIONS**

**THIS DECLARATION** is made this 4th day of October, 2013, by COLLEEN L. MERSHON, Trustee of the Clarence & Colleen Mershon Living Trust, Dated June 7, 1994, and DIANA K. CHRISTOPHER, hereinafter referred to as "Owner."

## **1. Statement of Facts.**

(a) Owner is the owner in fee of that certain real property in Skamania County, Washington, described on Exhibit "A" attached hereto and incorporated herein by this reference ("Property").

(b) Owner is establishing five (5) building lots on the Property.

(c) Owner is about to, or may hereafter, sell, dispose of, convey, or hypothecate part of and/or an interest in the Property.

(d) Owner desires to subject each and every portion of the Property to the covenants, easements, conditions, restrictions, reservations, liens and charges hereinafter set forth pursuant to a general plan of improvement of the Property.

NOW THEREFORE, KNOW ALL PERSONS BY THESE PRESENTS:

## **2. Common Plan.**

Owner declares and certifies Owner has established a plan for the protection, maintenance, and improvement of said Property, and has fixed and does hereby fix the covenants and restrictions upon, and subject to which, all lots, parcels, and portions of said Property shall be used, held, leased, sold, or conveyed by Owner, whether by operation of law or otherwise, and each and all of said covenants and restrictions is and are for the benefit of said Property, and of each owner of land therein, whether present or future, and shall inure

to and pass with said Property, and each and every parcel of land therein, and shall apply to and bind Owner, and Owner's heirs, executors, administrators, and successors in interest.

**3. The Property.**

The Property which is legally described in Exhibit "A" is likewise shown in a subdivision survey for PINCHOT FOREST ESTATES dated May 16, 2013, attached hereto, marked Exhibit "B", and by this reference made a part hereof ("Plat"). The Property is divided into five (5) lots which are shown on said survey as Lot 1, Lot 2, Lot 3, Lot 4, and Lot 5 ("Lots").

**4. Buildings.**

(a) **Number and Type of Buildings.** Each Lot may contain one building designed and constructed for single family residential use, a three-car garage or carport, and not more than one other building which may only be a single story storage or utility shed not exceeding 400 square feet in size, except as may otherwise be agreed to in writing by the owners of all five (5) Lots; provided, however, that this subparagraph (a) shall apply exclusively to Lot 2, Lot 3, Lot 4, and Lot 5, and shall be inapplicable to Lot 1.

(b) **Approval to Build or Alter.** No building, structure, or other improvement shall be constructed or substantially altered on Lot 2, Lot 3, Lot 4, or Lot 5 unless all matters relating to the exterior design and appearance thereof, including the maximum time for completion and landscaping, is approved in writing in advance by the owners of at least two (2) of the other Lots, which approval shall not be unreasonably withheld by said owners, and any construction or alteration without such approval may be enjoined by the owner of any Lot who shall be entitled to recover all costs reasonably incurred, including reasonable attorneys' fees whether from before, during, or after suit including any appeal therefrom, in seeking such injunction. All construction shall be of good quality and use stick built or better construction.

(c) **Other Building Restrictions.** No temporary or other nonpermanent structure and no mobile or other manufactured home shall at any time be permitted or maintained on any Lot except that (a) one (1) travel trailer may occasionally be on a Lot temporarily provided that during any such temporary occasion the Lot owner shall endeavor to minimize the visual and other impacts of the presence of the travel trailer, and (b) for not more than twelve (12) months following issuance of a building permit for a single family residence issued by the appropriate governmental agency, a mobile home or camp trailer may be temporarily parked during construction of said residence. As used in this Declaration, the term "mobile or other manufactured home" shall include but not be limited to any structure that was ever licensed as a mobile home, whether or not it is placed on a foundation, and whether or not it is a single wide or wider.

**5. Permitted Uses.**

(a) **Intended Use.** The Property is intended be and become a residential area exclusively for the use of and occupancy by the owners of the Lots and their immediate family and accompanying guests. To the greatest extent possible, all decisions relative to the Property and its use or improvement shall reflect paramount consideration being given to assuring the privacy of the respective Lot owners and the preservation of the natural flora and fauna of the Property. No Lot shall at any time be maintained or used in a manner inconsistent with said intended use including such privacy and preservation.

(b) **Private Area.** The owner of each Lot shall have the sole and exclusive right, subject to this Declaration, to use and occupy such Lot and the improvements thereon for personal and family purposes not including any business, commercial, or rental purposes unless pursuant to an arrangement approved in writing by the owners of the other Lots. The owner of each Lot shall at all times endeavor to control the

conduct of all persons and activities at any time on said Lot so as not to disturb the privacy and quiet enjoyment of the owners of the other Lots.

**(c) Other Restrictions.**

**(i)** No inoperable vehicle shall at any time be stored or kept on the Property, and no owner of any Lot shall at any time have more than four (4) vehicles thereon all of which shall be operable and in running condition. As used in this Declaration, the term "vehicle" shall include but not be limited to any vehicle that has ever been licensed as a passenger vehicle, truck, or recreational vehicle, and a vehicle that is inoperable by virtue of being dismantled or wrecked shall under no circumstances be considered operable and in running condition.

**(ii)** No public or private nuisance shall at any time be permitted or maintained on the Property.

**(iii)** No owner of any Lot shall engage in any illegal or prohibited activity upon any Lot, nor shall any such owner permit anyone else to engage in any such activity.

**6. Well Sites Identification and Sanitary Control Areas.**

**(a) Lot 2 Well.**

**(i)** As shown on the Plat, a well owned by Owner is situated on Lot 2, and Owner and/or Owner's successors will be designing, constructing, and operating water system for said Lot 2 well to supply water for use by Lot 2 and Lot 3. In order to keep the water supplied from said Lot 2 well free from impurities which might be injurious to the public health, so long as said Lot 2 well is operated to furnish water for public consumption neither Owner nor any of Owner's heirs, successors, or assigns will at any time construct or maintain, or permit or suffer to be constructed or maintained, within one hundred (100) feet of said Lot 2 well, any potential source of contamination such as septic tanks and drainfields,

sewer lines, underground storage tanks, above-ground fuel storage tanks, roads, vehicles and/or vehicle parking activities, barns, maintenance shops for vehicle or motor repair activities, feed stations, domestic grazing animals, enclosures for maintaining fowl or animal manure, liquid or dry chemical storage, herbicides (other than routine weed control carefully applied in accordance with manufacturer's directions), insecticides, hazardous waste, or garbage of any kind or description.

(ii) As shown on the Plat, there shall be a well easement on Lot 3 for the benefit of Lot 2 to be maintained by the owner of Lot 2.

(b) **Lot 5 Well.** As shown on the Plat, a well owned by Owner is situated on Lot 5, and Owner and/or Owner's successors will be designing, constructing, and operating a water system for said Lot 5 well to supply water for use by Lot 4 and Lot 5. In order to keep the water supplied from said Lot 5 well free from impurities which might be injurious to the public health, so long as said Lot 5 well is operated to furnish water for public consumption neither Owner nor any of Owner's heirs, successors, or assigns will at any time construct or maintain, or permit or suffer to be constructed or maintained, within one hundred (100) feet of said Lot 5 well, any potential source of contamination such as septic tanks and drainfields, sewer lines, underground storage tanks, above-ground fuel storage tanks, roads, vehicles and/or vehicle parking activities, barns, maintenance shops for vehicle or motor repair activities, feed stations, domestic grazing animals, enclosures for maintaining fowl or animal manure, liquid or dry chemical storage, herbicides (other than routine weed control carefully applied in accordance with manufacturer's directions), insecticides, hazardous waste, or garbage of any kind or description.



**7. Provision for Water Systems Easements and Users Agreements.**

**(a) Recital.** With respect to the two connection water system that will be serving Lot 2 and Lot 3 and the two connection water system that will be serving Lot 4 and Lot 5, Owner is aware of the requirements and restrictions applicable to such systems and is also aware of the necessity that a water users agreement containing appropriate provisions for system ownership, cost, operation, easements, maintenance, etc., be entered into by the owners of the water system serving Lot 2 and Lot 3, and that such an agreement also be entered into by the owners of the water system serving Lot 4 and Lot 5.

**(b) Restriction on Conveyance of Lot.** No Lot that is or will be served by a two connection water system the design of which has been completed shall be conveyed unless a ten-foot minimum easement for future maintenance purposes which accurately identifies and grants permanent access to the source, complete distribution system, and components across the lot lines is both included in the conveyance and reserved unto the other water system Lot. No conveyance of any such Lot prior to such design completion shall be made unless the grantee thereof is obligated upon such design completion to encumber said Lot with a ten-foot minimum easement for future maintenance purposes which accurately identifies, and grants to the other water system Lot, permanent access to the source, complete distribution system, and components across the lot lines.

**(c) Additional Restriction on Conveyance of Lot.** No conveyance of any Lot subject to subparagraph 7(b) shall be made unless i) there is in effect a suitable water users agreement containing appropriate provisions for the ownership, cost, operation, easements, maintenance, etc., of the two connection water system serving such Lot, or ii) following the conveyance the owner of the Lot will be obligated to enter into such an agreement as soon as reasonably practicable.

**8. Miscellaneous Requirements and Restrictions.**

**(a) Aerials and Antennas.** No aerials or antennas other than those approved in writing by the owners of the other Lots shall at any time be located, constructed, or mounted on any Lot; provided, however, that the foregoing restrictions shall not apply to not more than one (1) household satellite dish, mounted as inconspicuously as reasonably possible, on each Lot.

**(b) Trash.** No trash or garbage shall at any time be kept, permitted, or maintained on the Property or any Lot unless appropriately and adequately contained and awaiting imminent removal or pickup.

**9. Duration.** Each covenant and restriction will continue in full force and effect in perpetuity.

**10. Modifications.** This Declaration and any covenant or restriction contained within it may be terminated, extended, modified, or amended with the written consent of the owners of Lot 1, Lot 2, Lot 3, Lot 4, and Lot 5. No termination, extension, modification, or amendment will be effective unless a written instrument setting forth its terms has been executed, acknowledged, and recorded in the office of the recorder of Skamania County, Washington.

**11. Not a Public Dedication.** Nothing contained in this Declaration shall be deemed to be a gift or dedication of any portion of the Property to or for the use of the general public or for any public purpose whatsoever, it being the intention that this Declaration will be strictly limited to and for the purposes expressed herein.

**12. Dominant and Servient Estates.** Each and all of the rights granted or created hereby are appurtenant to the applicable portions of the Property and none of said rights may be transferred, assigned, or encumbered except as an appurtenance to such portions. For purposes of each of said rights, the property benefitted will constitute the



dominant estate and the particular area of the Property which is burdened will constitute the servient estate.

**13. Covenants Run With the Land.** Each and all of the covenants and restrictions contained in this Declaration (whether affirmative or negative in nature) (a) are made for the direct, mutual, and reciprocal benefit of each part and parcel of land in or on the Property; (b) will create mutual equitable servitudes upon each parcel of land in or on the Property in favor of the land benefitted; (c) will bind every person having any fee or other interest in any portion of the Property at any time or from time to time to the extent that such portion is affected or bound by the covenant or restriction question, or that the covenant or restriction is to be performed on such portion; and (d) will inure to the benefit of the Owner and the Owner's successors and assigns.

**14. Discharge of Rights and Duties Upon Transfer.** In the event of assignment, transfer, or conveyance of the interest of any person in and to any Lot without retaining any beneficial interest other than under the terms of a deed of trust or mortgage, then the powers, rights, and interest conferred on such person will be deemed assigned, transferred, or conveyed to such assignee, transferee, or grantee; the obligations will be deemed assumed by such assignee, transferee, or grantee with the interest so acquired; and the duties, obligations, and rights of the person so transferring the interest shall be discharged.

**15. Enforcement.** The right of enforcement of the covenants, restrictions, and provisions herein shall belong to the owners of each benefitted parcel. In the event of any violation or threatened violation of any of said covenants, restrictions or provisions, any person entitled to enforce this Declaration will have, in addition to the right to collect damages, the right the right to enjoin such violation or threatened violation in a court of competent jurisdiction.

16.     **Counterparts.**                     This Declaration may be executed in counterparts.

Colleen L. Mershon  
Colleen L. Mershon, Trustee of the  
Clarence & Colleen Mershon Living  
Trust, dated June 7, 1994

Diana K. Christopher  
Diana K. Christopher

STATE OF OREGON     )  
                                  ) ss.  
County of Multnomah     )

On this 11th day of October, 2013, personally appeared before me Colleen L. Mershon, Trustee of the Clarence & Colleen Mershon Living Trust, dated June 7, 1994, who acknowledged the foregoing instrument to be her free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal the day and year last above written.



Sang Ok Yoo  
Notary Public for Oregon  
My commission expires: 10/17/2015

STATE OF MS     )  
                                  ) ss.  
County of DeSoto     )

On this 8th day of October, 2013, personally appeared before me Diana K. Christopher, who acknowledged the foregoing instrument to be her free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal the day and year last above written.



Emily S. Black  
Notary Public for MS  
My commission expires: 12-5-14

# EXHIBIT A

## LEGAL DESCRIPTION

A TRACT OF LAND LOCATED IN THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 8, TOWNSHIP 3 NORTH, RANGE 8 EAST W.M., DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTH ONE-QUARTER CORNER OF SAID SECTION 8, THENCE, ALONG THE NORTH LINE OF SAID SECTION 8 NORTH 88°54'56" WEST A DISTANCE OF 338.00 FEET TO A 5/8" IRON ROD WITH A YELLOW PLASTIC CAP STAMPED "REPPETO & ASSOC. INC" SET AT THE NORTHEAST CORNER OF PARCEL 1 OF THAT TRACT OF LAND AS DESCRIBED IN DEED BOOK 143, PAGE 999, RECORDED JUNE 22, 1994, SKAMANIA COUNTY DEED RECORDS AND BEING THE INITIAL POINT HEREIN; THENCE, ALONG THE NORTH LINE OF SAID SECTION 8 NORTH 88°54'56" WEST A DISTANCE OF 984.97 FEET TO A 5/8" IRON ROD WITH A YELLOW PLASTIC CAP FOUND AT THE NORTHWEST CORNER OF SAID PARCEL 1 AND BEING AT THE NORTHWEST CORNER OF THE NORTHEAST ONE-QUARTER OF THE NORTHWEST ONE-QUARTER OF SAID SECTION 8; THENCE, ALONG THE WEST LINE OF SAID NORTHEAST ONE-QUARTER OF THE NORTHWEST ONE-QUARTER AND THE WEST LINE OF SAID PARCEL 1, SOUTH 01°18'10" WEST A DISTANCE OF 1258.15 FEET TO THE CENTERLINE OF BEAR CREEK ROAD; THENCE ALONG THE CENTERLINE OF BEAR CREEK ROAD THE FOLLOWING THREE COURSES: NORTH 81°07'29" EAST A DISTANCE OF 186.30 FEET; THENCE, NORTH 62°41'59" EAST A DISTANCE OF 464.94 FEET; THENCE, NORTH 66°46'52" EAST A DISTANCE OF 427.96 FEET; THENCE LEAVING SAID BEAR CREEK ROAD CENTERLINE AND RUNNING ALONG THE EAST LINE OF SAID PARCEL 1, NORTH 01°34'55" A DISTANCE OF 828.79 FEET TO THE POINT OF BEGINNING.

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PINCHOT FOREST ESTATES

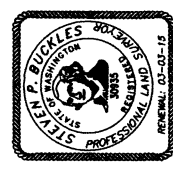
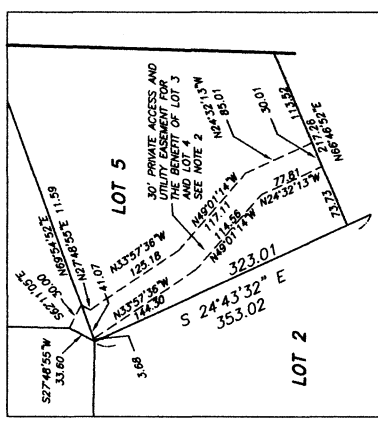
A REPLAT OF LOT 3, SHORT PLAT BOOK 1, PAGE 52, LOCATED IN THE  
NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 8,  
TOWNSHIP 3 NORTH, RANGE 8 EAST, WILLAMETTE MERIDIAN, SKAMANIA COUNTY,  
WASHINGTON

DATE: MAY 16, 2013 SCALE: 1"=100'  
FOR: COLLEEN L. MERSHON AND DIANA K. CHRISTOPHER

LEGEND

- O = 5/8" X 30" IRON ROD WITH YELLOW PLASTIC CAP  
STAMPED "BUCKLES LS 30835" SET MAY 3, 2013.
- = MONUMENT FOUND AS NOTED.
- AL = ALUMINUM CAP
- CL = CENTERLINE
- D1 = DEED, BOOK 143, PAGE 999, S.C.D.R.
- FB = FOUND BY
- IR = IRON ROD
- R1 = BOOK 2 PAGE 21, S.C.S.R. (CORRECTION SURVEY OF  
BOOK 1, PAGE 118, S.C.S.R.)
- R2 = BOOK 1 PAGE 260, S.C.S.R.
- R3 = DALE ANDREWS SHORT PLAT, AF 2004152685
- R4 = MERSHON SHORT PLAT BOOK 1, PAGE 52, S.C.S.R.
- R5 = RIGHT OF WAY COUNTY DEED RECORDS
- S.C.D.R. = SKAMANIA COUNTY SURVEY RECORDS
- SN = SURVEY NUMBER, SKAMANIA  
COUNTY SURVEY RECORDS
- YPC = YELLOW PLASTIC CAP
- ( ) = RECORD INFORMATION

DETAIL "A"  
SCALE: 1"=100'



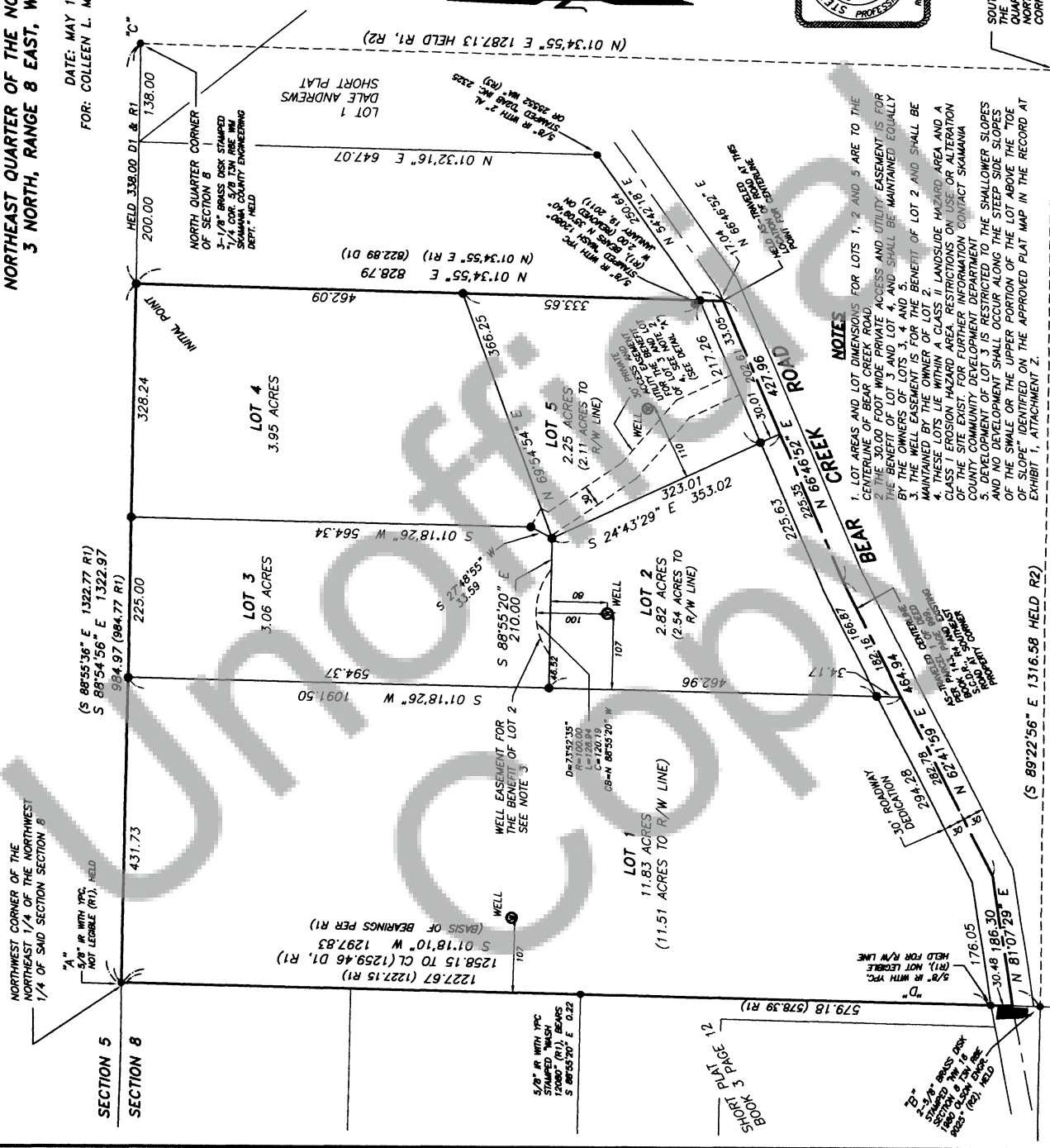
SHEET 1 OF 3

REPPETO & ASSOCIATES, INC.  
LAND SURVEYORS

Plaza 125, Building G  
12730 SE Stark Street  
Portland, Oregon 97233  
Phone: (503) 408-1507  
Fax: (503) 408-2370

DATE: MAY 16, 2013 FILE: M10028-FPP.DWG  
DRAWN BY: SPD JOB NO. 10028

SOUTHEAST CORNER OF  
THE NORTHWEST  
QUARTER OF THE  
NORTHEAST QUARTER  
CORNER OF SECTION 8



NOTES

1. LOT AREAS AND LOT DIMENSIONS FOR LOTS 1, 2 AND 5 ARE TO THE CENTERLINE OF BEAR CREEK. PRIVATE ACCESS AND UTILITY EASEMENT IS FOR THE BENEFIT OF LOT 3 AND LOT 4, AND SHALL BE MAINTAINED EQUALLY BY THE OWNERS OF LOTS 3, 4 AND 5.
2. THE WELL EASEMENT IS FOR THE BENEFIT OF LOT 2 AND SHALL BE MAINTAINED BY THE OWNER OF LOT 2.
3. THESE LOTS LIE WITHIN A CLASS II LANDSLIDE HAZARD AREA AND A CLASS I EROSION HAZARD AREA. RESTRICTIONS ON USE OR ALTERATION OF THE SITE EXIST. FOR FURTHER INFORMATION CONTACT SKAMANIA COUNTY COMMUNITY DEVELOPMENT DEPARTMENT.
4. THE LOTS ARE RESTRICTED TO THE SHALLOWER SLOPES AND DEVELOPMENT SHALL BE LIMITED TO THE STEEP SLOPES OF THE SWALE OR THE UPPER PORTION OF THE LOT ABOVE THE "TOE OF SLOPE" IDENTIFIED ON THE APPROVED PLAT MAP IN THE RECORD AT EXHIBIT 1, ATTACHMENT 2.

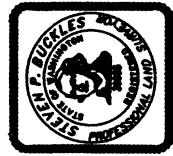
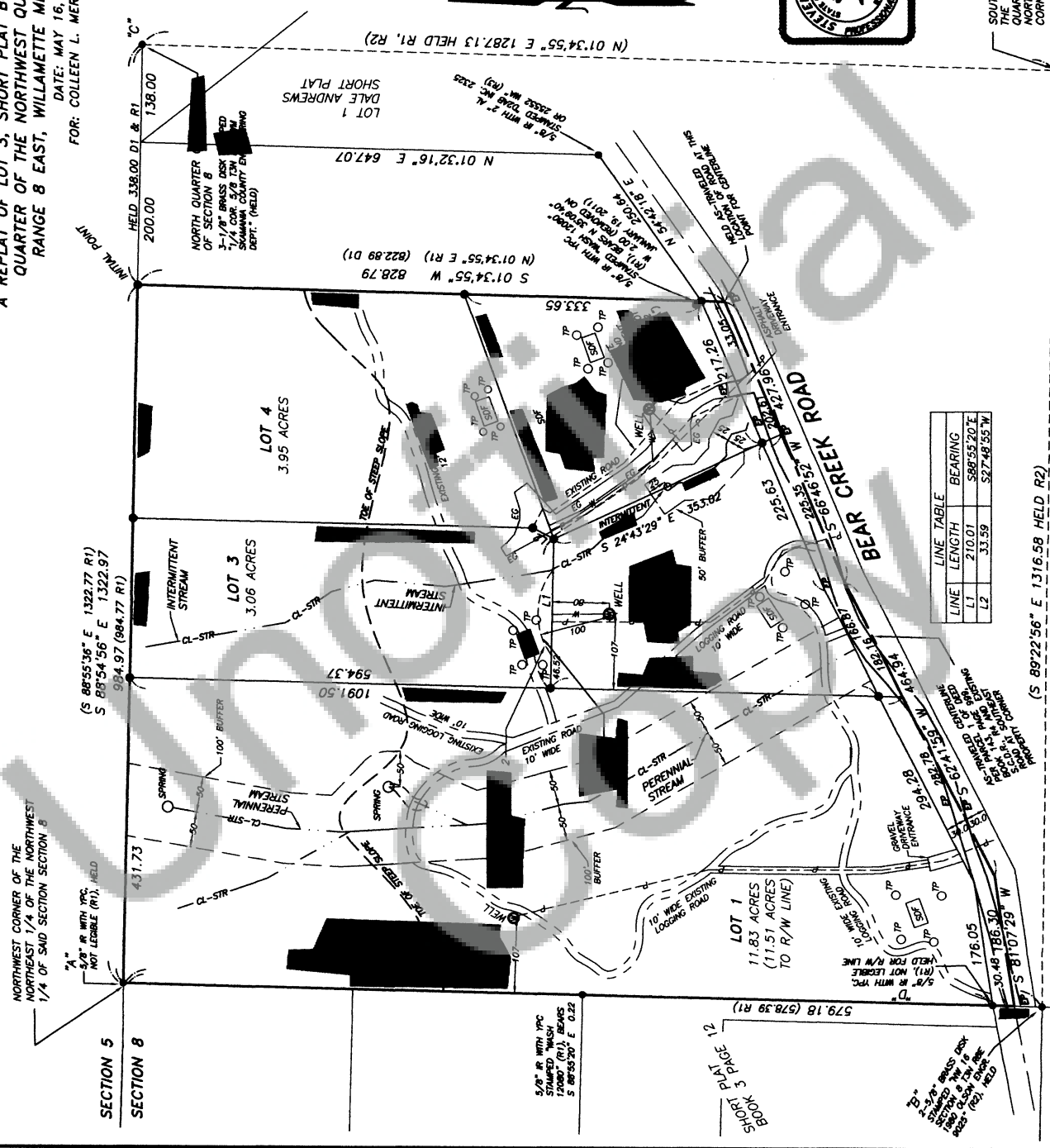
PINCHOT FOREST ESTATES

A REPLAT OF LOT 3, SHORT PLAT BOOK 1, PAGE 52, LOCATED IN THE NORTHEAST QUARTER OF SECTION 8, TOWNSHIP 3 NORTH, RANGE 8 EAST, WILLAMETTE MERIDIAN, SKAMANIA COUNTY, WASHINGTON

DATE: MAY 16, 2013 SCALE: 1"=100'  
FOR: COLLEEN L. MERSHON AND DIANA K. CHRISTOPHER

LEGEND

- O = 5/8" X 30" IRON ROD WITH YELLOW PLASTIC CAP
- STAMPED "BUCKLES" LS 10835° SET MAY 3, 2013.
- MONUMENT FOUND AS NOTED.
- AL = ALUMINUM CAP
- CL = CENTERLINE
- D1 = DEED, BOOK 143, PAGE 999, S.C.D.R.
- EG = EDGE OF GRAVEL
- EP = EDGE OF PAVEMENT
- IR = IRON ROD
- P = UNDERGROUND POWER LINE
- R1 = BOOK 2 PAGE 21, S.C.S.R. (CORRECTION SURVEY OF BOOK 1, PAGE 118, S.C.S.R.)
- R2 = BOOK 1, PAGE 260, S.C.S.R.
- R3 = DEED, SHORT PLAT, AF 2004152885
- R/W = WILSON SHORT PLAT BOOK 1, PAGE 52, S.C.P.R.
- S.C.D.R. = SKAMANIA COUNTY DEED RECORDS
- S.C.S.R. = SKAMANIA COUNTY SURVEY RECORDS
- S.C.P.R. = SKAMANIA COUNTY PLAT RECORDS
- SDF = PROPOSED SEPTIC DRAINAGE FIELD
- SN = SURVEY NUMBER, SKAMANIA COUNTY SURVEY RECORDS
- STR = STREAM
- TP = TEST PIT
- W = UNDERGROUND WATER LINE
- YPC = YELLOW PLASTIC CAP
- ( ) = RECORD INFORMATION



SHEET 2 OF 3

REPPETO & ASSOCIATES, INC.  
LAND SURVEYORS

Plaza 125, Building G  
12730 SE Stark Street  
Portland, Oregon 97233  
Phone: (503) 408-1507  
Fax: (503) 408-2370

DATE: MAY 16, 2013  
DRAWN BY: SPD  
JOB NO. 10026  
FILE: M10026-FPP-1.DWG

SOUTHEAST CORNER OF THE NORTHWEST QUARTER OF SECTION 8

Exhibit B  
Page 2 of 3



NARRATIVE

THE PURPOSE OF THIS SURVEY IS TO SUBDIVIDE THE SUBJECT PROPERTY INTO LOTS AS SHOWN. THE BASIS OF BEARINGS IS SOUTH 01°18'10" WEST BETWEEN FOUND MONUMENTS "A" AND "B" PER DEED BOOK 143, PAGE 989, RECORDED JUNE 22, 1994, SKAMANIA COUNTY DEED RECORDS AND SURVEY BOOK 2, PAGE 21, SKAMANIA COUNTY SURVEY RECORDS. ESTABLISHED THE WEST LINE OF THE SUBJECT PROPERTY BY HOLDING FOUND MONUMENTS "A" AND "B". ESTABLISHED THE NORTH LINE OF THE SUBJECT PROPERTY BY HOLDING FOUND MONUMENTS "A" AND "C". ESTABLISHED THE EAST LINE OF THE SUBJECT PROPERTY BY HOLDING RECORD DISTANCE OF 338.00 FEET WESTERLY OF FOUND MONUMENT "C" ALONG THE NORTH LINE OF SECTION 8 AND HOLDING RECORD BEARING OF SOUTH 01°34'55" WEST FROM SAID POINT PER SURVEY BOOK 2, PAGE 21, SKAMANIA COUNTY SURVEY RECORDS.

SURVEYOR'S CERTIFICATE

I, STEVEN P. BUCKLES, REGISTERED AS A PROFESSIONAL LAND SURVEYOR BY THE STATE OF WASHINGTON, CERTIFY THAT THIS PLAT IS BASED ON AN ACCURATE SURVEY OF THE LAND HEREIN DESCRIBED BY ME OR UNDER MY SUPERVISION DURING THE PERIOD OF JUNE 2013 TO MAY 16, 2013; THAT THE DISTANCES, COURSE, AND ANGLES ARE SHOWN THEREON CORRECTLY; AND THAT MONUMENTS OTHER THAN THOSE MONUMENTS APPROVED FOR SETTING AT A LATER DATE HAVE BEEN SET AND LOT CORNERS STAKED ON THE GROUND AS DEPICTED ON THE PLAT.

LEGAL DESCRIPTION

A TRACT OF LAND LOCATED IN THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 8, TOWNSHIP 3 NORTH, RANGE 8 EAST W.M., DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTH ONE-QUARTER CORNER OF SAID SECTION 8, THENCE, ALONG THE NORTH LINE OF SAID SECTION 8 NORTH 88°54'56" WEST A DISTANCE OF 338.00 FEET TO A 5/8" IRON ROD WITH A YELLOW PLASTIC CAP STAMPED "REPPETO & ASSOC. INC." SET AT THE NORTHEAST CORNER OF PARCEL 1, OF THAT TRACT OF LAND AS DESCRIBED IN DEED BOOK 143, PAGE 989, RECORDED JUNE 22, 1994, SKAMANIA COUNTY DEED RECORDS AND BEING THE INITIAL POINT HEREIN; THENCE, ALONG THE NORTH LINE OF SAID SECTION 8 NORTH 88°54'56" WEST A DISTANCE OF 984.91 FEET TO A 5/8" IRON ROD WITH A YELLOW PLASTIC CAP FOUND AT THE NORTHWEST CORNER OF SAID PARCEL 1, AND BEING AT THE NORTHWEST CORNER OF THE NORTHEAST QUARTER OF SAID SECTION 8; THENCE, ALONG THE WEST LINE OF SAID NORTHEAST ONE-QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 8, SOUTH 01°18'10" WEST A DISTANCE OF 1268.15 FEET TO THE CENTERLINE OF BEAR CREEK ROAD, THENCE ALONG THE CENTERLINE OF BEAR CREEK ROAD THE FOLLOWING THREE COURSES: NORTH 81°07'29" EAST A DISTANCE OF 186.30 FEET, THENCE, NORTH 62°41'50" EAST A DISTANCE OF 464.94 FEET, THENCE, NORTH 66°46'52" EAST A DISTANCE OF 427.96 FEET, THENCE LEAVING SAID BEAR CREEK ROAD CENTERLINE AND RUNNING ALONG THE EAST LINE OF SAID PARCEL 1, NORTH 01°34'55" A DISTANCE OF 828.79 FEET TO THE POINT OF BEGINNING.

NOTES - CONTINUED

- 5. DEVELOPMENT OF LOT 3 IS RESTRICTED TO THE SHALLOWER SLOPES AND NO DEVELOPMENT SHALL OCCUR ALONG THE STEEP SIDE SLOPES OF THE SWALE OR THE UPPER PORTION OF THE LOT ABOVE THE "TOE OF SLOPE" IDENTIFIED ON THE APPROVED PLAT MAP IN THE RECORD AT EXHIBIT 1, ATTACHMENT 2.
- 6. NO DEVELOPMENT SHALL OCCUR ON THE STEEPER SLOPES OF LOT 4 ABOVE THE "TOE OF SLOPE" IDENTIFIED ON THE APPROVED PLAT MAP IN THE RECORD AT EXHIBIT 1, ATTACHMENT 2.
- 7. A LOT-SPECIFIC GEOTECHNICAL REPORT IS REQUIRED FOR EACH LOT AS IT IS DEVELOPED.
- 8. ALL DEVELOPMENT SHALL COMPLY WITH THE APPLICABLE WATER RESOURCE SETBACKS. UNLESS OTHERWISE INDICATED BY CHANGES TO REGULATIONS CONCERNING WATER RESOURCES, DEVELOPMENT MAY BE INCURRED BY CHANGES TO SKAMANIA COUNTY DEVELOPMENT DEPARTMENT FOR CURRENT REGULATIONS, NO PORTION OF ANY STRUCTURE, INCLUDING EAVES, OVERHANGS, DECKS, AND PORCHES OR ANY DISTURBANCE INCLUDING MOWING, GRADING, OR CLEARING SHALL BE ALLOWED WITHIN THE STREAM OR ITS BUFFER CONTACT SKAMANIA COUNTY COMMUNITY DEVELOPMENT FOR CURRENT RESTRICTIONS REGULATING BUFFER WIDTHS.
- 9. THE EXISTING ROADS AND LOGGING ROADS SHOWN ARE NOT EASEMENTS AND ARE NOT VESTED ROADS BUT MAY BE MAINTAINED FOR PERSONAL USE WITHIN EACH LOT.
- 10. ALL DEVELOPMENT WITHIN THIS SUBDIVISION SHALL MEET THE REQUIREMENTS OF THE OFFICIAL STORMWATER MANAGEMENT PLAN IN THE RECORD AT EXHIBIT 1, ATTACHMENT V.
- 11. FOR DEVELOPMENT REGULATIONS UNDER THE SKAMANIA COUNTY COMMUNITY DEVELOPMENT DEPARTMENT, EACH OF THE LOTS WITHIN THE PINCHOT FOREST ESTATES SUBDIVISION MEETS THE MINIMUM ACCEPTABLE STANDARDS FOR SITING AN ON-SITE SEWAGE DISPOSAL SYSTEM IN THE REFERENCED TEST PIT LOCATIONS. THE APPROVED INITIAL AND RESERVE SEWAGE SYSTEM SITES SHALL BE PROTECTED FROM BUILDINGS, ROADS, AND OTHER THESE SITES SHALL BE KEPT FREE FROM ENCROACHMENT BY IMPROVISED MATERIAL OR BE SUBJECT TO VEHICULAR TRAFFIC OR OTHER ACTIVITY THAT WILL ADVERSELY AFFECT THE SOIL.
- 12. LOT 1 SHALL BE SERVED BY A SINGLE SOURCE WELL CONNECTION (WELL #BBJ 094).
- 13. LOT 2, 3, 4, AND 5 SHALL BE SERVED BY A TWO CONNECTION WATER SYSTEM WITH ELIMINATION FROM THE STATE RULE (WELL #BAE 848).
- 14. LOT 4 AND 5 SHALL BE SERVED BY A TWO CONNECTION WATER SYSTEM WITH ELIMINATION FROM THE STATE RULE (WELL #APT 728).

PINCHOT FOREST ESTATES

A REPLAT OF LOT 3, SHORT PLAT BOOK 1, PAGE 52, LOCATED IN THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 8, TOWNSHIP 3 NORTH, RANGE 8 EAST, WILLAMETTE MERIDIAN, SKAMANIA COUNTY, WASHINGTON

DATE: MAY 16, 2013

FOR: COLLEEN L. MERSHON AND DIANA K. CHRISTOPHER

APPROVALS

COUNTY ENGINEER

I, \_\_\_\_\_, COUNTY ENGINEER OF SKAMANIA COUNTY WASHINGTON, CERTIFY THAT THIS PLAT MEETS CURRENT SKAMANIA COUNTY SURVEY REQUIREMENTS; CERTIFY THAT ANY ROADS AND/OR BRIDGES, DEVELOPED IN CONJUNCTION WITH THE APPROVED PLAN, MEET CURRENT SKAMANIA COUNTY DEVELOPMENT STANDARDS FOR ROADS; CERTIFY THAT THE CONSTRUCTIONS OF ANY STRUCTURES, INCLUDING ANY PROPOSED LOGGING ROADS, MEET SKAMANIA COUNTY ENGINEERING SPECIFICATIONS; APPROVE THE LAYOUT OF ROADS AND EASEMENTS; AND APPROVE THE ROAD NAMES AND NUMBERS OF SUCH ROADS.

SKAMANIA COUNTY ENGINEER \_\_\_\_\_ DATE \_\_\_\_\_

SKAMANIA COUNTY TREASURER

ALL TAXES AND ASSESSMENTS ON PROPERTY INVOLVED WITH THIS SUBDIVISION HAVE BEEN PAID, DISCHARGED OR SATISFIED THROUGH 03-08-08-0-0-0205-00. FOR TAX PARCEL NUMBER \_\_\_\_\_

SKAMANIA COUNTY TREASURER \_\_\_\_\_ DATE \_\_\_\_\_

SKAMANIA COUNTY COMMISSIONERS

APPROVED BY THE BOARD OF COUNTY COMMISSIONERS, SKAMANIA COUNTY, WASHINGTON, THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 201\_\_\_\_

CHAIRMAN \_\_\_\_\_ DATE \_\_\_\_\_

AUDITOR'S CERTIFICATE

STATE OF WASHINGTON  
COUNTY OF SKAMANIA

I HEREBY CERTIFY THAT THE WITHIN INSTRUMENT OF WRITING FILED ON \_\_\_\_\_ AT \_\_\_\_\_ OF THE COMMUNITY DEVELOPMENT DEPARTMENT \_\_\_\_\_ RECORDED IN AUDITOR'S FILE \_\_\_\_\_

RECORDER OF SKAMANIA COUNTY \_\_\_\_\_

SKAMANIA COUNTY AUDITOR \_\_\_\_\_

NOTES - CONTINUED

- 15. A RESTRICTIVE COVENANT IS RECORDED UNDER APT FOR WELL #BAE 848.
- 16. A RESTRICTIVE COVENANT IS RECORDED UNDER APT FOR WELL #APT 728.
- 17. A SHARED WELL AGREEMENT IS RECORDED UNDER APT FOR WELL #BAE 848.
- 18. A SHARED WELL AGREEMENT IS RECORDED UNDER APT FOR WELL #APT 728.
- 19. ALL UTILITY LINES SHALL BE PLACED UNDERGROUND.
- 20. A 10 FOOT WIDE VEGETATED FLOW PATH SHALL BE MAINTAINED ADJACENT TO AND WESTERLY OF THE JOINT ACCESS AND UTILITY EASEMENT WITHIN LOTS 2, 3, 4 AND 5.
- 21. A 10 FOOT WIDE VEGETATED FLOW PATH SHALL BE MAINTAINED ADJACENT TO 210D ON THE DOWNHILL SIDE OF THE EXISTING LOGGING ROADS WITHIN LOTS 1, 2, 3, 4 AND 5.

DEDICATION

WE, OWNERS OF THE ABOVE TRACT OF LAND, HEREBY DECLARE THIS EASEMENT TO BE THE BEST INTEREST OF THE BEST INTERESTS AND THAT THE SUBDIVISION HAS BEEN MADE WITH OUR FREE CONSENT AND IN ACCORDANCE WITH OUR DESIRES. FURTHER WE DEDICATE ALL ROADS AS SHOWN, NOT NOTED AS PRIVATE, AND WAIVE ALL CLAIMS FOR DAMAGES AGAINST ANY GOVERNMENTAL AGENCY ARISING FROM THE CONSTRUCTION AND MAINTENANCE OF SAID ROADS. FURTHERMORE, WE RESERVE ALL EASEMENTS AS SHOWN FOR THEIR DESIGNATED PURPOSES.

COLLEEN L. MERSHON, TRUSTEE

CLARENCE & COLLEEN MERSHON LIVING TRUST, DATED JUNE 7, 1994

DIANA K. CHRISTOPHER

ACKNOWLEDGMENT

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

I CERTIFY THAT I KNOW OR HAVE SATISFACTORY EVIDENCE THAT COLLEEN L. MERSHON, TRUSTEE OF THE CLARENCE & COLLEEN MERSHON LIVING TRUST, DATED JUNE 7, 1994 IS THE PERSON WHO APPEARED BEFORE ME, AND ACKNOWLEDGED THAT SHE SIGNED THIS INSTRUMENT AS A FREE AND VOLUNTARY ACT FOR THE USES AND PURPOSES MENTIONED IN THIS INSTRUMENT.

MORATY PUBLIC \_\_\_\_\_ DATE \_\_\_\_\_

MY APPOINTMENT EXPIRES ON: \_\_\_\_\_

ACKNOWLEDGMENT

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

I CERTIFY THAT I KNOW OR HAVE SATISFACTORY EVIDENCE THAT DIANA K. CHRISTOPHER IS THE PERSON WHO APPEARED BEFORE ME, AND ACKNOWLEDGED THAT SHE SIGNED THIS INSTRUMENT AS A FREE AND VOLUNTARY ACT FOR THE USES AND PURPOSES MENTIONED IN THIS INSTRUMENT.

MORATY PUBLIC \_\_\_\_\_ DATE \_\_\_\_\_

MY APPOINTMENT EXPIRES ON: \_\_\_\_\_

SHEET 3 OF 3



REPPETO & ASSOCIATES, INC.  
LAND SURVEYORS

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Portland, Oregon 97233  
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DATE: MAY 16, 2013 FILE: M10026-FPP-DWG  
DRAWN BY: SPD JOB NO. 10026