

WHEN RECORDED, RETURN TO:

Marco de Sa e Silva
Davis Wright Tremaine LLP
1201 Third Avenue, Suite 2200
Seattle, WA 98101-3045

DECLARATION OF RESTRICTIVE COVENANTS
(Portion of Swift North f/b/o Swift Creek Estates, Skamania County, Washington)

Grantor: Pope Resources, a Delaware limited partnership

Grantee: Pope Resources, a Delaware limited partnership

Abbreviated Legal Description:

Portions of Sec. 27, T 7 N, R 6 E, W.M., all situate in Skamania County, Washington.

Complete legal description is at Exhibit A attached hereto.

Assessor's Property Tax Parcel Account Numbers:

Pope Property: 07060000260000

Association Property: 07062600070000

Reference to Related Documents: None.

DECLARATION OF RESTRICTIVE COVENANTS
(Portion of Swift North f/b/o Swift Creek Estates, Skamania County, Washington)

THIS DECLARATION OF RESTRICTIVE COVENANTS (this “Declaration”) is made this 19th day of August, 2015 (the “Effective Date”), by Pope Resources, a Delaware limited partnership (“Pope” or “Declarant”).

RECITALS

- A. Pope is the owner of the real property legally described on Exhibit A attached hereto (the “Pope Property”), situate in Skamania County, Washington.
- B. Swift Creek Estates, a Washington nonprofit corporation (the “Association”), is the owner of the real property legally described on Exhibit B attached hereto (the “Association Property”), situate in Skamania County, Washington. The Pope Property abuts the Association Property.
- C. The Association owns and maintains a community water system for which the water intake or well is located within the Association Property. The Association desires to protect the quality of drinking water within the Association Property. The development and use of buildings or a septic system within the Pope Property could impair the quality of drinking water within the Association Property.
- D. Pope desires to establish certain perpetual covenants encumbering the Pope Property, as described more particularly below, to reduce the risk of impairment of the quality of drinking water within the Association Property, for the benefit of the Association Property.

DECLARATION

NOW, THEREFORE, in consideration of the promises contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Declarant does hereby declare that the following restrictive covenants are established and impressed upon the Pope Property in perpetuity, as covenants running with the land:

- 1. **Restrictive Covenants Within Pope Property.** Within the Pope Property, the following activities and uses are hereby prohibited: the construction, installation, operation, development, or use of any building (other than an equipment building or other accessory building not containing dangerous, hazardous, or toxic materials or substances) or any septic system tank, drainfield, or appurtenant facility, or the release, storage, or use of any dangerous, hazardous, or toxic materials or substances except in compliance with all applicable laws, orders, ordinances, and regulations.
- 2. **Amendment and Termination.** The covenants established by this Declaration shall be perpetual except to the extent that this Declaration is amended or terminated. This Declaration may be amended or terminated at any time and from time to time by the execution and acknowledgment of a written amendment or notice of termination by the Association and

Pope. Each amendment or notice of termination, after its execution and acknowledgment, shall be recorded in the real property records of Skamania County, Washington (the "Records").

3. **Attorneys' Fees and Costs.** In any litigation or other legal proceeding to enforce or interpret any provision in this Declaration, the substantially prevailing party shall be entitled to an award of its reasonable attorneys' fees and costs, including fees and costs incurred on appeal.

4. **General.** The burdens and benefits of this Declaration are intended to attach to and run with the land. The terms and conditions of this Declaration shall be binding upon the Pope Property and shall inure to the benefit of the Association Property. This Declaration shall be recorded in the Records. This Declaration shall be governed by and construed in accordance with the laws of the State of Washington.

(Remainder of page intentionally left blank.)

Unofficial
Copy

IN WITNESS WHEREOF, an authorized official of Pope hereby executes this Declaration as of the Effective Date.

DECLARANT:

POPE RESOURCES, a Delaware limited partnership

By Pope MGP, Inc., a Delaware corporation, its
managing general partner

By: Thomas M. Ringo
Print Name: Thomas M. Ringo
Title: President and CEO

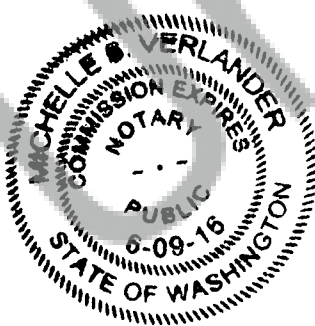
EXHIBITS:

- A - Legal Description of Pope Property (Portion of Swift North)
B - Legal Description of Association Property

STATE OF WASHINGTON)
) ss.
COUNTY OF KITSAP)

On this 2nd day of ~~August~~^{Sept.}, 2015, before me, a Notary Public in and for the State of Washington, personally appeared Thomas M. Ringo, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person who signed this instrument; on oath stated that he was authorized to execute this instrument as the President and CEO of Pope MGP, Inc., a Delaware corporation, the managing general partner of Pope Resources, a Delaware Limited Partnership, the limited partnership that executed this instrument, and acknowledged this instrument to be the free and voluntary act and deed of said limited partnership for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my official seal the day and year first above written.





Print Name: Michelle S. Verlander
NOTARY PUBLIC in and for the State of
Washington, residing at Bremerton
My appointment expires 6-9-2016

EXHIBIT A**Legal Description of Pope Property (Portion of Swift North)**

Lots W-24 and W-28 as shown on the "Third Revised Division Map of Swift North" recorded under Auditor's file number 2014002266, and in the Statutory Warranty Deed recorded under Auditor's file number 2014002269, records of Skamania County, Washington, EXCEPT that portion conveyed to Swift Creek Estates by deed recorded under Auditor's file number 99965, Book 85, Page 66; ALSO EXCEPT that portion of the East half of the Southeast quarter of Section 27, Township 7 North, Range 6 East, W.M., being that certain Short Plat recorded in Book 3 of Short Plats, Page 125, recorded under Auditor's file number 104203, records of Skamania County, Washington,

Situate in Skamania County, Washington.

Unofficial
Copy

EXHIBIT B

Legal Description of Association Property

That portion of the E1/2 of the SE1/4 of Section 27, Township 7 North, Range 6 East, W.M., as recorded in Skamania County on November 3, 1987 in Book 3 of Short Plat Book 125, Auditor's File No. 104203, more particularly described as follows:

Beginning at a 1/2 inch iron rod on the East line of Section 27, that bears North 00°00'00" East 530.00 feet from a concrete monument at the Southeast corner of said Section 27; thence North 00°00'00" East along said East line 800.00 feet to a 1/2 inch iron rod; thence South 67°40'15" West 523.00 feet to a 1/2 inch iron rod (set in the top of a 48 inch fir stump); thence South 21°33'31" East 647.15 feet to a 1/2 inch iron rod; thence North 89°51'54" East 245.98 feet to the POINT OF BEGINNING.