

Return Address:

Shawn R. MacPherson
430 NE Everett Street
Camas, WA 98607

DECLARATION OF RESTRICTIVE COVENANTS

Declarant: David J. Finkel, Trustee of Kubro Meats, Inc PSP 401(k)

Plan FBO David J. Finkel

Legal Descrip. (abbrev.): PTN SEC 34, T5N, R2EWM

Tax Parcel ID#: 02 05 34 2 0 1100 00

Reference to prior document: Book 40, Page 58 at Records

This Declaration of Restrictive Covenants made this day by David J. Finkel, Trustee of Kubro Meats, Inc PSP 401(k) Plan FBO David J. Finkel, hereinafter "Declarant", owner of the real property described on Exhibit "A" hereto (the "Finkel Property") and is joined in by Jay B. Jones and Kay A. Jones, husband and wife (collectively "Jones"), Owners of the real property described on Exhibit "B" hereto (the "Jones Property").

RECITALS

WHEREAS, the vesting deed for the Finkel Property dated June 8, 1955 and recorded at Book 40, Page 58 of Records, Skamania County, Washington (the "Vesting Deed"), provides that the Finkel Property shall not be utilized for other than residential purposes and shall not at any time be used for commercial purposes, and

WHEREAS, the Vesting Deed further provides that the subsequent grantees of the Finkel Property shall have a right to the "free use of the present community swimming hole in the Washougal River on the Jones Property, and

WHEREAS, Jones is the successor in title to said grantor under the Vesting Deed and Finkel is the successor in title to the grantee under the Vesting Deed, and

WHEREAS, the purpose of this Declaration of Restrictive Covenants is to clarify and affirm the conditions and restrictions as set forth within the Vesting Deed except as may be otherwise specifically

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modified herein and to further clarify the rights of Declarant and his successors in interest to the Finkel Property to utilize the community swimming hole in the Washougal River on the Jones Property,

NOW, THEREFORE, Declarant, for himself, his heirs, successors and assigns, declares that the Finkel Property shall be subject to the restrictive covenants hereinafter set forth and Jones, for themselves, their heirs, successors and assigns declare that the Jones Property shall be subject to the rights granted in Section 4 below:

Section 1. **PROPERTY SUBJECT TO RESTRICTIONS:** The following described real properties shall enjoy the benefits of the rights granted herein and shall be subject to the restrictive covenants hereinafter set forth herein:

County of Skamania, State of Washington
See Exhibit "A" (Finkel Property) and "B" (Jones Property) attached hereto and by this reference incorporated herein.

Section 2. **CONTINUATION OF RESTRICTIONS:** The covenants, restrictions, reservations and rights as set forth within the Vesting Deed, shall remain in full force and effect and shall run with the lands described herein in Exhibits "A" and "B", except as specifically clarified and modified by the terms of this Declaration of Restrictive Covenants.

Section 3. **RESTRICTIVE COVENANTS:** The Finkel Property may be rented to third parties pursuant to long or short-term leases or licenses including, without limitation, for short term rentals (e.g., Airbnb, Vacasa, etc.), on the condition that Declarant comply with all applicable laws and regulations concerning operation of the same and maintain the Finkel Property in a reasonable condition. Declarant shall use its commercially reasonable efforts to not allow any nuisance to occur on the Finkel Property or permit any waste to occur during any operation of the rental use as specifically described herein. Rental use of the Finkel Property shall not include access by guests or occupants thereof to the Jones Property for use of the swimming hole described in the Vesting Deed. Rental use of the Finkel

Property is conditioned on all guests and occupants being fully informed of the Jones Property use restriction pursuant to written instructions to be provided to each guest and occupant, as well as appropriate signage to be placed on the Finkel Property. In addition, guests or occupants of the Finkel Property shall be restricted from use of any of the waterfront on the Jones Property on either side of the Washougal River.

Section 4. **SWIMMING HOLE USE**: For and as clarification relating to the use by the owner of the Finkel Property of the swimming hole referenced in the Vesting Deed:

A. Access to the swimming hole, as referred to herein, shall continue for Declarant, his family members, and accompanied guests, for swimming purposes only. Declarant or one or more of Declarant's family members shall be present during all guest use of said swimming hole.

B. The following rules and regulations shall control use of the swimming hole:

- 1) Access to swimming hole will be by the prescribed "Blue Trail" and includes the sand beach downstream from a prominent marked alder tree.
- 2) Owners and those entering Jones' Property under will hold harmless Jones for any injury or damage sustained while on Jones' Property.
- 3) Use of swimming hole is permitted during daylight hours during months when swimming is practicable (approximately May through October).
- 4) Smoking, recreational drug use, consumption of alcohol, building of fires, use of fireworks, and creation of excessive noise on the Jones Property is prohibited.
- 5) Up to five (5) persons may use this swimming hole at the same time.
- 6) Motorized watercraft are not permitted.
- 7) Trash and personal items must be immediately removed from trail, beach, and swimming hole after use.

C. Declarant shall have the right, together with his family members, guests, and tenants, to access the river from the Finkel Property and use and enjoy that portion of the river which adjoins the Finkel Property without restriction.

Section 5. **BENEFICIARY OF RESTRICTIVE COVENANTS:** The restrictive covenants set forth herein are for the benefit of Jones, their heirs, successors, and assignees, who shall have the right to enforce, by any proceeding at law or in equity, compliance with the restrictions set forth herein. The rights granted Finkel hereunder are for the benefit of Finkel and his heirs, successors, and assignees who shall have the right to enforce such rights by a proceeding at law or in equity.

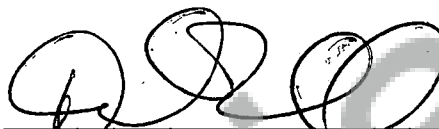
Section 6. **COVENANT RUNNING WITH THE LAND:** The foregoing restrictive covenants and rights shall run with the land described in Exhibits "A" and "B" hereto and shall be binding on the parties hereto and their heirs, assigns, and successors in interest.

[Signatures Follow on Next Page]

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DATED this 22 day of OCTOBER, 2018.



DAVID J. FINKEL, Trustee of Kubro Meats, Inc.
PSP 401(k) Plan FBO David J. Finkel

SEE NEXT PAGE

JAY B. JONES

SEE NEXT PAGE

KAY A. JONES


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Declaration of Restrictive Covenants

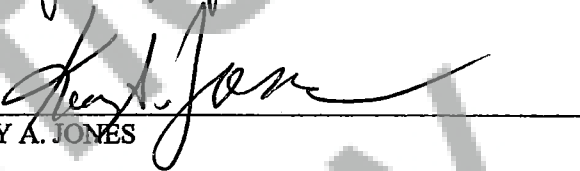
DATED this 16 day of October, 2018.

N/A

DAVID J. FINKEL, Trustee of Kubro Meats, Inc.
PSP 401(k) Plan FBO David J. Finkel



JAY B. JONES



KAY A. JONES

Unofficial Copy

Declaration of Restrictive Covenants

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA)
)
COUNTY OF Los Angeles)

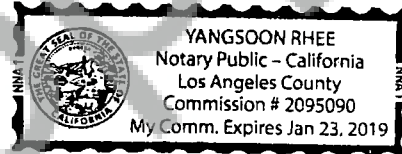
On 10/22/2018, 2018, before me, Yangsoon Rhee, Notary Public, *(here insert name and title of the officer)*

personally appeared: DAVID J. FINKEL, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature  (Seal)



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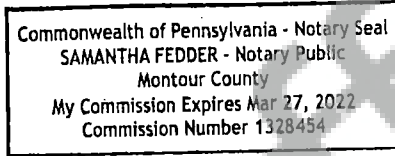
STATE OF PENNSYLVANIA

COUNTY OF MONTOUR

On this day personally appeared before me JAY B. JONES, to me known to be the individual(s) described in and who executed the within and foregoing instrument, and acknowledged that he/she/they signed the same as his/her/their free and voluntary act and deed, for the uses and purposes therein mentioned.

In witness whereof, I hereunto set my hand and official seals.

(Stamp)



Samantha Fedder
Signature
Notary
Title of Officer

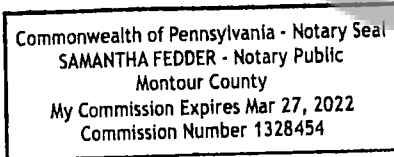
STATE OF PENNSYLVANIA

COUNTY OF MONTOUR

On this day personally appeared before me KAY A. JONES, to me known to be the individual(s) described in and who executed the within and foregoing instrument, and acknowledged that he/she/they signed the same as his/her/their free and voluntary act and deed, for the uses and purposes therein mentioned.

In witness whereof, I hereunto set my hand and official seals.

(Stamp)



Samantha Fedder
Signature
Notary
Title of Officer

EXHIBIT "A"

A TRACT OF LAND IN THE NORTHWEST QUARTER OF SECTION 34, TOWNSHIP 2 NORTH, RANGE 5 EAST OF THE WILLAMETTE MERIDIAN, SKAMANIA COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT MARKED BY A 1/2 INCH IRON PIPE LOCATED 400 FEET SOUTH OF THE NORTHWEST CORNER OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 34, TOWNSHIP 2 NORTH, RANGE 5 EAST OF THE WILLAMETTE MERIDIAN, SKAMANIA COUNTY, WASHINGTON; THENCE EAST 250 FEET, MORE OR LESS, TO THE CENTER OF THE CHANNEL OF THE WASHOUGAL RIVER, THE LINE PASSING THROUGH A 1/2 INCH IRON PIPE AT THE TOP AND EDGE OF THE STEEP BANK OF THE RIVER; THENCE SOUTH-SOUTHWESTERLY ALONG THE CENTER OF THE CHANNEL OF THE WASHOUGAL RIVER TO A POINT ON AN EAST-WEST LINE LOCATED 150 FEET SOUTH OF THE POINT OF BEGINNING; THENCE WEST 170 FEET, MORE OR LESS, THROUGH A 1 INCH STEEL ROD AT THE TOP OF THE BANK OVER LOOKING THE RIVER TO A 3/4 INCH IRON PIPE LOCATED 550 FEET SOUTH OF THE NORTHWEST CORNER OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 34; THENCE NORTH ALONG THE CENTER LINE OF THE NORTHWEST QUARTER OF SAID SECTION 34, 100 FEET TO A 1 INCH STEEL ROD; THENCE NORTH 80° WEST 65.5 FEET, MORE OR LESS, TO A 1 INCH STEEL ROD LOCATED AT THE EDGE OF THE ROAD; THENCE NORTH-NORTHEASTERLY ALONG THE EDGE OF THE ROAD 49 FEET, MORE OR LESS, TO A 3/4 INCH IRON PIPE LOCATED WEST OF THE POINT OF BEGINNING; THENCE EAST 40 FEET, MORE OR LESS, TO THE 1/2 INCH IRON PIPE MARKING THE POINT OF BEGINNING.

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EXHIBIT B

PARCEL I

County of Skamania, State of Washington

The Southwest Quarter of the Northwest Quarter and that portion of the Southeast Quarter of the Northwest Quarter lying Northwesterly of the center of the channel of the Washougal River, in Section 34, Township 2 North, Range 5 E.W.M.;

EXCEPT those portions thereof heretofore conveyed by the Grantors.

PARCEL II

County of Skamania, State of Washington

The Southeast Quarter of the Northwest Quarter (SE $\frac{1}{4}$ NW $\frac{1}{4}$) EXCEPT that portion thereof lying northwesterly of the Washougal River; of Section 34, Township 2 North, Range 5 East, W.M.

PARCEL III

County of Skamania, State of Washington

That portion of the real property described in Tract A located east of the boundary line described in Tract B.

Tract A

A tract of land located in the Southwest Quarter of the Northwest Quarter of Section 34, Township 2 North, Range 5 E.W.M., in the County of Skamania, State of Washington described as follows:

BEGINNING at a point marking the intersection of the center of the channel of the Washougal River with the west boundary line of the said Section 34; thence following the center of the channel of the Washougal River easterly to a point 900 feet east of the west line of the said Section 34; said point being the initial point of the tract hereby described; thence north parallel to said west line 435 feet, more or less, to a point in the center of a certain road as staked out and established on October 15, 1946; thence easterly following the center line of said private road to a point 1,000 feet east of the west line of the said Section 34; thence south parallel to said west line 435 feet more or less, to a point in the center of the channel of the Washougal River; thence westerly following the center of the channel of the Washougal River 100 feet, more or less, to the point of beginning.

Tract B

Legal description for common boundary line:

BEGINNING at a $\frac{3}{4}$ " iron pipe at the Northwest corner of Section 34, Township 2 North, Range 5 East of the Willamette Meridian, as shown in Book 3, at page 133 of Surveys, recorded in Skamania County, Washington;

THENCE South $01^{\circ} 09' 11''$ West, along the West line of said Section 34, 2,399.70 feet to a point at the center line of the Washougal River, as shown in said survey;

THENCE North $78^{\circ} 13' 55''$ East, 150.82 feet along said centerline, as shown in said survey;

THENCE North $77^{\circ} 04' 00''$ East, 72.89 feet, along said centerline, as shown in said survey;

THENCE North $01^{\circ} 09' 11''$ East, 425.80 feet to a 1" iron pipe, as set in said survey;

THENCE North $75^{\circ} 06' 26''$ East, 209.62 feet to a 1" iron pipe set in said survey;

THENCE North $79^{\circ} 54' 02''$ East, 108.99 feet to a 1" iron pipe, as set in said survey;

THENCE North $82^{\circ} 26' 55''$ East 103.82 feet to a 1" iron pipe, as set in said survey;

THENCE North $82^{\circ} 26' 55''$ East 58.29 feet to a 1" iron pipe, as set in said survey;

THENCE North $82^{\circ} 26' 55''$ East 45.52 feet to a 1" iron pipe, as set in said survey;

THENCE North $85^{\circ} 12' 07''$ East 201.36 feet to a 1" iron pipe, as set in said survey;

THENCE North $85^{\circ} 12' 07''$ East 53.29 feet to a 1" iron pipe, as set pursuant to this agreement, and the true point of beginning of this description;

THENCE South $01^{\circ} 09' 11''$ West 143.32 feet, more or less, to a 1" iron pipe, as set pursuant to this agreement, and being a point 47.05 feet horizontal to and westerly of a $\frac{1}{2}$ " iron pipe, and as shown in Book 3, at page 133 of Surveys, recorded in Skamania County, Washington;

THENCE South $01^{\circ} 09' 11''$ West 150 feet, more or less, to a 1" iron pipe, as set pursuant to this agreement;

THENCE South $01^{\circ} 09' 11''$ West 128.38 feet, more or less, to a point at the centerline of the Washougal River, as shown in said survey, and a point North $80^{\circ} 15' 15''$ East 53.29 feet from the Southeast corner of the Hays tract, described in this agreement, and the terminus of this line described.

SUBJECT TO any easements of record.