

Return Address:

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

DECLARATION OF RESTRICTIVE COVENANTS

Declarant: Michelle Baumann
Legal descrip. (abbrev.):
Situs: 41 TREE-IFIC DR W
Tax Parcel ID#: 02 05 34 2 0 1400 00
Reference to prior document: Book 40, page 58 at Records

This Declaration of Restrictive Covenants made this day by Michelle Baumann, hereinafter "Declarant", owner of the real property hereinafter described, hereinafter "Property":

RECITALS

WHEREAS, the vesting deed for the Property recorded at Book 40, Page 58 of Records, Skamania County, Washington, relates that said 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 referenced herein further relates that the subsequent grantees of said Property shall have a right to the "free use of the present community swimming hole in the Washougal River on the property of grantor", and

WHEREAS, the successor in title to said grantor is Jay B. Jones and Kay A. Jones, husband and wife, hereinafter "Jones", and

WHEREAS, the purpose of this Declaration of Restrictive Covenants is to affirm the conditions and restrictions as set forth within the vesting deed referred to herein, except as may be otherwise specifically modified and to further clarify the license to utilize the community swimming hole in the Washougal River on the property of Jones.

Declaration of Restrictive Covenants

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NOW, THEREFORE, Declarant, for herself, his successors and assigns, declares that the property described in Section 1 hereof shall be subject to the restrictive covenants hereinafter set forth:

Section 1. PROPERTY SUBJECT TO RESTRICTIONS: The following described real property shall be subject to the restrictive covenants hereinafter set forth:

County of Skamania, State of Washington
See Exhibit "A" attached hereto and by this reference incorporated herein.

Section 2. CONTINUATION OF RESTRICTIONS: The covenants, restrictions, and reservations as set forth within the vesting deed for the Property recorded at the Skamania County Auditor, Book 40, Page 58 of Records, shall remain in full force and effect and shall run with the land as described herein, except as specifically modified by the terms of this Declaration of Restrictive Covenants.

Section 3. RESTRICTIVE COVENANTS: The Property may be utilized as a commercial recreational rental (e.g. Air BnB, Vacasa, timeshare, etc.) or a retreat center by TreeSong Nature Awareness and Retreat Center only, on the condition that Declarant otherwise comply with all applicable laws and regulations concerning operation of the same and maintain said Property in a reasonable condition. Declarant shall not allow any nuisance to occur on the Property or permit any waste to occur during any operation of the commercial use as specifically described herein. Commercial recreational rental use of the Property shall not include access by guests or occupants thereof to any adjoining property, with the exception of access for ingress and egress through Tree-ific Drive as otherwise described in the vesting deed or as separately licensed. Commercial recreational rental use of the Property is conditioned on all guests and occupants being fully informed of the adjoining 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 Property. In addition, guests or occupants of the Property shall be restricted from use of any of the waterfront owned by Jones on either side of the Washougal River, which property is designated as Tax Parcel Nos. 02053420110700 and 02053420110107.

Section 4. SWIMMING HOLE USE: For and as clarification relating to licensed use for permissive access to the swimming hole as referenced in the vesting deed referred to herein:

A. Permissive access to the swimming hole, as referred to herein, shall continue for Declarant, her family members, and accompanied guests, for swimming purposes only. Declarant or 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 permitted access 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 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.

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.

Section 6. COVENANT RUNNING WITH THE LAND: The foregoing restrictive covenants shall run with the land described in Section 1 and shall be binding on Declarant, her heirs, assigns, and successors in interest.

Exhibit A

A tract of land located in the Southwest quarter of the Northwest quarter of Section 34, Township 2 North, Range 5 East of the Willamette Meridian, Skamania County, Washington, more particularly described as follows:

BEGINNING at a point marking the intersection of the channel of the Washougal River with the West boundary line of the said Section 34; thence following the channel of the Washougal River, Easterly to a point 800 feet East of the West line of the said Section 34, said point being the initial point of the tract hereby described; thence North 435 feet, more or less, to a point in the center of a certain private road as staked out and established on December 7, 1942; thence Westerly following the center of said private road to a point 655 feet East of the West line of the said Section 34; thence South 230 feet; thence East 45 feet; thence South 205 feet, more or less to the channel of the Washougal River said point being 700 feet East of the West line of the said Section 34; thence Easterly following the channel of the Washougal River to the initial point.

EXCEPT that portion conveyed to Jay B. Jones by Boundary Line Agreement recorded in Book 148, page 887.