

Return Address:

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430 NE Everett Street
Camas, WA 98607

Skamania County, WA
Total: \$107.50
CCR
Pgs=5

2019-001725

09/16/2019 10:43 AM

Request of: KNAPP O'DELL & MACPHERSON PLLC



DECLARATION OF RESTRICTIVE COVENANTS

Declarants: Anthony J. Sollars and Maria P. Meza
Legal descrip. (abbrev.): 41 TREE-IFIC DR W
Tax Parcel ID#: 02 05 34 2 0 1300 00 *ym 9-16-19*
Reference to prior document: Book 28, page 31 of Records

This Declaration of Restrictive Covenants made this day by Anthony J. Sollars and Maria P. Meza, hereinafter "Declarants", owners of the real property known as Skamania County Tax Parcel #02053420130000, hereinafter "Property":

RECITALS

WHEREAS, the vesting deed for the Property recorded at Book 28, Page 31 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 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.

NOW, THEREFORE, Declarants, for themselves, their successors and assigns, declare 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 28, Page 31 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 only as a commercial recreational rental (e.g. Air BnB, Vacasa, timeshare, etc.), on the condition that Declarants otherwise comply with all applicable laws and regulations concerning operation of the same and maintain said Property in a reasonable condition. Declarants 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 Declarants, her family members, and accompanied guests, for swimming purposes only. Declarants or Declarants' 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 Declarants, their heirs,

assigns, and successors in interest.

DATED this 3 day of September, 2019.

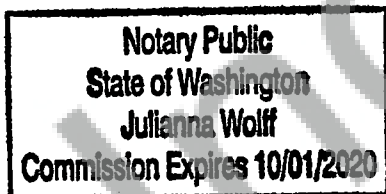
Anthony J. Sollars
Anthony J. Sollars

Maria P. Meza
Maria P. Meza

STATE OF WASHINGTON)
) ss.
County of Clark)

On this 3 day of September, 2019, personally appeared before me Anthony J. Sollars, to me known to be the individual described herein and who executed the within and foregoing instrument, and acknowledged that he signed the same as his free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 3 day of September, 2019.

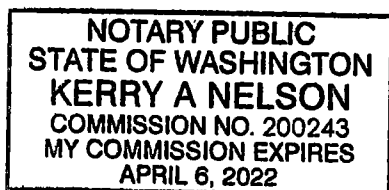


Julianna Wolff
Notary Public in and for the State of Washington
Residing at Camas
My appointment expires: 10-01-19

STATE OF WASHINGTON)
) ss.
County of Clark)

On this 21 day of August, 2019, personally appeared before me Maria P. Meza, to me known to be the individual described herein and who executed the within and foregoing instrument, and acknowledged that she signed the same as her free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 21st day of August, 2019.



Kerry A. Nelson
Notary Public in and for the State of Washington
Residing at Washougal
My appointment expires: April 6, 2022

EXHIBIT "A"

PARCEL I

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

BEGINNING AT A 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, PAGE 133 OF SURVEYS, RECORDED IN SKAMANIA COUNTY, WASHINGTON; THENCE SOUTH 01°09'11" WEST ALONG THE WEST LINE OF 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°13'55" EAST 150.82 FEET ALONG SAID CENTERLINE, AS SHOWN IN SAID SURVEY;
THENCE NORTH 77°04'00" EAST 72.89 FEET ALONG SAID CENTERLINE, AS SHOWN IN SAID SURVEY;
THENCE NORTH 01°09'11" EAST, 425.80 FEET TO A 1" IRON PIPE SET IN SAID SURVEY;
THENCE NORTH 76°06'26" EAST 209.62 FEET TO A 1" IRON PIPE SET IN SAID SURVEY;
THENCE NORTH 79°54'02" EAST 108.99 FEET TO A 1" IRON PIPE, AS SET IN SAID SURVEY;
THENCE NORTH 82°28'55" EAST 103.82 FEET TO A 1" IRON PIPE, AS SET IN SAID SURVEY;
THENCE NORTH 82°28'55" EAST 58.29 FEET TO A 1" IRON PIPE, AS SET IN SAID SURVEY;
THENCE NORTH 82°28'55" EAST 45.52 FEET TO A 1" IRON PIPE, AS SET IN SAID SURVEY;
THENCE NORTH 85°12'07" EAST 201.36 FEET TO A 1" IRON PIPE, AS SET IN SAID SURVEY;
THENCE NORTH 85°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°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 THE 1/2" IRON PIPE, AND AS SHOWN IN BOOK 3, PAGE 133 OF SURVEYS,

RECORDED IN SKAMANIA COUNTY, WASHINGTON;
THENCE SOUTH 01°09'11" WEST 150 FEET, MORE OR LESS, TO A 1" IRON PIPE, AS SET PURSUANT TO THIS AGREEMENT; THENCE SOUTH 01°09'11" WEST 128.35 FEET, MORE OR LESS TO A POINT AT THE CENTERLINE OF THE WASHOUGAL RIVER, AS SHOWN IN SAID SURVEY;
THENCE SOUTH 80°15'15" WEST 63.29 FEET TO THE SOUTHEAST CORNER OF THE HAYS TRACT AS RECORDED IN BOOK 136, PAGE 632;
THENCE NORTH 01°09'11" EAST ALONG SAID EAST LINE OF HAYS TRACT 425.12 FEET, MORE OR LESS, TO THE NORTH LINE OF THE BOUNDARY LINE AGREEMENT RECORDED IN BOOK 145, PAGE 839, ALSO AS DISCLOSED BY SURVEY RECORDED IN BOOK 3 OF SURVEYS, PAGE 133;
THENCE NORTH 85°12'07" EAST 53.29 FEET TO THE TRUE POINT OF BEGINNING.

PARCEL II

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

BEGINNING AT A POINT ON THE WEST BOUNDARY LINE OF SAID SECTION 34, WHERE SAID BOUNDARY LINE INTERSECTS WITH THE CENTER OF THE CHANNEL OF THE WASHOUGAL RIVER;
THENCE EASTERLY FOLLOWING THE CENTER OF THE CHANNEL OF RIVER TO A POINT 800 FEET EAST OF THE WEST BOUNDARY LINE OF SAID SECTION 34, WHICH LAST MENTIONED POINT IS THE PLACE OF BEGINNING OF THE TRACT HEREIN DESCRIBED;
THENCE NORTH PARALLEL WITH THE WEST BOUNDARY LINE SAID SECTION 34, A DISTANCE OF 425.83 FEET, MORE OR LESS, TO THE NORTH LINE OF THE BOUNDARY LINE AGREEMENT RECORDED IN BOOK 145, PAGE 839, ALSO AS DISCLOSED BY SURVEY RECORDED IN BOOK 3

OF SURVEYS, PAGE 133; AND WHICH SAID POINT IS 800 FEET EAST OF THE WEST BOUNDARY LINE OF SECTION 34;
THENCE IN AN EASTERLY DIRECTION ALONG SAID NORTH LINE 100.88 FEET, MORE OR LESS, TO A POINT 900 FEET EAST OF THE WEST BOUNDARY LINE OF SAID SECTION 34;
THENCE SOUTH PARALLEL WITH THE WEST BOUNDARY LINE OF SECTION 34, A DISTANCE OF 425.12 FEET, MORE OR LESS, TO A POINT IN THE CENTER OF THE WASHOUGAL RIVER AND WHICH SAID POINT IS 800 FEET EAST OF THE WEST BOUNDARY OF SECTION 34;
THENCE WESTERLY FOLLOWING THE CENTER OF THE CHANNEL OF SAID WASHOUGAL RIVER 100 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

ALSO AS SHOWN BY SURVEY RECORDED IN BOOK 3 OF SURVEYS, PAGE 133.

Skamania County Assessor

Date 9-16-19 Parcel# 02053420130000