



After Recording Return To:
Shawn R. MacPherson
Knapp, O'Dell & MacPherson
430 NE Everett Street
Camas, WA 98607

DECLARATION OF RESTRICTIVE COVENANT

Grantors: PHILLIP E. LONG AND PAMELA D. LONG, husband and wife.
Grantees: THOMAS W. KELLER, an unmarried man, and JOHN K. ZIEGLER and DENISE J. ZIEGLER, husband and wife

Legal description (abbrev.): PTN SEC 28, T3N, 5EWM Skamania, WA 98671.

Assessor's Tax Parcel ID No.: 03 05 00 0 0 12000 0.

Full legal see attached Exhibit A on page 4

This Declaration of Restrictive Covenant, made this day by PHILLIP E. LONG AND

PAMELA D. LONG, husband and wife, hereinafter referred to as "Grantors" and THOMAS W.

KELLER, an unmarried man, and JOHN K. ZIEGLER and DENISE J. ZIEGLER, husband and wife,

as "Grantees."

WITNESSETH:

1. PHILLIP E. LONG and PAMELA D. LONG, husband and wife, are the owners of record of the real property hereinafter described.
2. Said real property is subject to the terms of a Deed of Trust securing the balance of the purchase price owed to the Grantees herein as evidenced by a Promissory Note executed by the Grantors (hereinafter 'sale price').
3. Certain obligations of the Grantors pursuant to the terms of closing of the sale are required to be secured by a Covenant which shall run with the land and be binding on the Grantors and any successors.
4. The covenants as set forth herein shall be and act as supplement to the Deed of Trust recorded as part of the sale of the described real property and any defaults hereto shall be and act as an event of default under said Promissory Note and Deed of Trust, entitling Grantees to such relief as may be allowed therein.

NOW, THEREFORE, Declarants, for themselves, their successors and assigns, declare that the property described in Section 1 hereof shall be subject to the restrictive covenant hereinafter set forth:

Section 1. Property Subject to Restrictive Covenant: The following described real property shall be subject to the restrictive covenant hereinafter set forth:

County of Skamania, State of Washington

See Exhibit A (hereinafter "Property")

Section 2. Restrictive Covenants.

- A. Grantors shall be prohibited for a period of 20 years from the date hereof or the lifetime of the Grantees, whichever is less, from subdividing or segregating in any manner the eastern one-half of the Property without prior written approval of Grantees.
- B. Grantors shall be prohibited from subdividing or segregating the western one-half of the Property prior to reduction by \$300,000.00 of the principal balance of the sale price as referenced herein, payable at any time without penalty or restriction.
- C. Grantors are prohibited from applying any proceeds received by sale of any subdivided or segregated lots of the western one-half thereof except toward the unpaid balance of the sale price as referenced herein or to verified improvements to the Property as may be agreed to by the Grantees in writing.
- D. All timber rights related to the Property shall not be exercised by Grantors or any agents thereof and no timber shall be harvested, sold or removed from the Property by the Purchaser or any agents prior to reduction by \$300,000.00 of the principal balance of the sale price as referenced herein, payable at any time without penalty or restriction.
- E. Upon exercise of any timber rights by the Grantors within the Property all proceeds received thereof from any sale shall solely be applied to the principal balance of the sale price as referenced herein.

Section 3. Covenant Running with Land. The foregoing restrictive covenant shall run with the land described in Section 1, and shall be binding on Declarants, their heirs, assigns and successors in interest. The covenants, and each of them, with the exception of Section 2A herein, shall be released and of no further force and effect, upon satisfaction of all terms of the Note and Deed of Trust by Grantors.

Section 4. Enforcement. Grantees shall have the right to enforce, by any proceeding in law or equity, the restrictions set forth and imposed hereunder including but not limited to declaring a

EXHIBIT 'A'

THE NORTH HALF OF THE FOLLOWING DESCRIBED PROPERTY:

THE WEST HALF AND THE WEST HALF OF THE EAST HALF OF SECTION 28, TOWNSHIP 3 NORTH, RANGE 5 EAST OF THE WILLAMETTE MERIDIAN, IN THE COUNTY OF SKAMANIA, STATE OF WASHINGTON.

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