



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

### DECLARATION OF RESTRICTIVE COVENANT

Grantors: THOMAS W. KELLER, an unmarried man, and JOHN K. ZIEGLER and DENISE J. ZIEGLER, 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, SEWM, SKAMANIA, WA 98671

Assessor's Tax Parcel ID No.: 03050000120000

This Declaration of Restrictive Covenant, made this day by the Grantors and Grantee as herein named.

#### WITNESSETH:

1. THOMAS W. KELLER, an unmarried man, and JOHN K. ZIEGLER and DENISE J. ZIEGLER, husband and wife, are the owners of record of the certain real property as tenants in common, described as follows:

#### The South 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.**

2. Said real property is intended to be partitioned by Quit Claim Deeds recorded concurrent with the recording of this covenant with Ziegler to have and retain the South half of said real property and Keller to retain the North half of said property.
3. Certain obligations of the parties are to be set forth within this Declaration of Restrictive Covenant to include a Right of First Refusal, road and gate maintenance obligations, hunting rights, and distribution of future logging revenue.

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

#### I

#### Restrictive Covenants

- A. **RIGHT OF FIRST REFUSAL:** In the event either party shall receive a bona

bona fide offer to purchase their respective premises, and the offer to purchase shall be satisfactory to such party, the privilege of purchasing the premises at the same price and on the same terms as the offer made shall be provided to the other party; provided, however, that the parties may, by mutual agreement, vary the terms but not the price. Notice of such offer shall be provided in writing and include a copy of said bona fide offer to purchase and requiring the other party to accept in writing the offer to sell and sign a contract to purchase the premises within thirty (30) days after receipt of the notice.

A "bona fide offer" shall mean a written offer evidenced by a legally enforceable contract to purchase, e.g., Earnest Money Receipt and Agreement, which offer and contract the offeror is requesting the offeree to accept and execute.

For the offer to purchase to be considered as "satisfactory", said offer shall be accepted by executing the contract to purchase and noting thereon that such acceptance is subject to the terms herein.

The failure to accept said offer to sell within the period provided shall extinguish the right of first refusal. If the proposed sale to such bona fide offeror fails to take place, however, the right of first refusal shall be reinstated and in full force and effect.

The terms of this Section shall terminate and be of no further force and effect at a date which is 25 years from and following the date of recording of this Covenant with Skamania County.

The terms of this section shall not apply to any proposed sale to any child.

**B. ROAD AND GATE MAINTENANCE:** The parties agree to maintain the roads known as Ridge Road and Middle Road and all gates thereon (hereinafter 'roads') as described in the respective Quit Claim Deeds referred to herein in a good state of repair. A good state of repair shall mean that the roads shall be usable and passable under all weather conditions for motorized vehicles. The cost of maintaining and repairing said roads shall be borne by the property owners in equal shares.

All decisions to undertake repairs of said roads and the cost thereof shall be determined by agreement of the parties. In the event the parties are unable to agree as to any manner concerning the maintenance and repair of said road, including specifically but not limited to the determination to make repairs to said road or the cost of such repairs, the dispute shall be settled by a single arbitrator who shall direct any settlement he deems equitable under the circumstances. In the event the parties are unable to mutually agree upon an arbitrator, such arbitrator shall be appointed by the Skamania County Superior Court upon the request of any party bound by this Agreement. The decision of the arbitrator shall be binding and final and not subject to appeal. The cost of such arbitration shall be shared equally by all parties bound by this Agreement. The decision of such arbitrator may be enforced by any party in any court of competent jurisdiction in Skamania County, Washington, and the prevailing party and such action shall be entitled to recover all costs in connection therewith, including reasonable

attorney's fees in an amount to be set by the court.

Should any party, or such parties' agents or invitees, directly or indirectly, inflict or cause damage upon or to said roads above and beyond ordinary wear and tear, that party shall be fully responsible for the cost of repairing such damage, and shall promptly undertake any necessary repair.

**C. HUNTING RIGHTS:** Each party is hereby granted, subject to compliance with all applicable laws and regulations, a license for ingress and egress over and across the property of the other for the purpose of hunting, tracking and/or retrieving wild game animals. Said grant of license shall be exercised during reasonable hours and the party exercising the rights as herein granted shall hold harmless and indemnify the other party, their heirs, representatives, and assigns from all personal injuries or property damage which may occur including any damages to third parties. The grant of license as set forth herein shall expire and be of no further force and effect upon the earlier date of sale of the property or upon the lapse of a period of 25 years from the date of recording of this Declaration.

**D. LOGGING REVENUE:** For a period of five (5) years from and after the date of recording of this Declaration the parties shall share equally in all net revenue obtained from logging of their respective parcels. The scope of this covenant shall include all timber sold, harvested or removed. Each party shall timely notify the other party as to any intent to sell, harvest or remove any timber from their respective parcel and shall account for any proceeds thereof, net of expenses, within 30 days of receipt.

## II

### Covenant Running with the Land

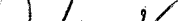
The covenants and agreements expressed herein shall run with the land and shall inure to the benefit of and be binding upon the parties hereto and their respective successors in title to the land described herein, or to any portion thereof.

## III

### Enforcement

In the event any party should fail to perform its obligation hereunder, the other party or parties shall be entitled to require such performance by suit for specific performance or through injunctive relief where appropriate. Such remedy shall be in addition to damages and any other remedies afforded under Washington law and those rights specifically granted under this Declaration. In the event any litigation is instituted to enforce this Declaration, the prevailing party or parties shall be entitled to recover from the losing party or parties' reasonable attorney's fees at trial and on appeal, together with all costs thereof. Failure to enforce any such restriction shall in no event be deemed a waiver of the right to do so.

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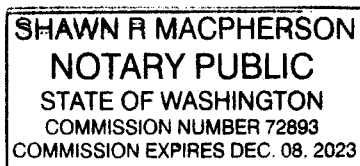
  
\_\_\_\_\_  
JOHN K. ZIEGLER

Denise J. Ziegler  
DENISE J. ZIEGLER

THOMAS W. KELLER

STATE OF WASHINGTON )  
 ) ss.  
COUNTY OF CLARK )

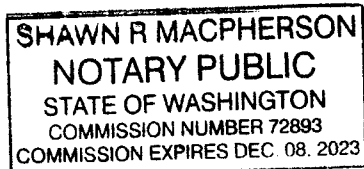
WITNESS my hand and official seal the day and year in the certificate first above written.



Notary Public in and for the State of  
Washington, Residing at Camas  
My appointment expires: 12-8-23

STATE OF WASHINGTON )  
 ) ss.  
COUNTY OF CLARK )

WITNESS my hand and official seal the day and year in the certificate first above written.



Notary Public in and for the State of  
Washington, Residing at Camas  
My appointment expires: 12-6-21

EXHIBIT "A"

THE SOUTH 1/2 OF THE SOUTHWEST 1/4 AND THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4  
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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