

Skamania County, WA
Total:\$311.50
CCR
Pgs=9

2024-001425

10/01/2024 03:15 PM

Request of: COLUMBIA GORGE TITLE



00019573202400014250090092

WHEN RECORDED MAIL TO:

Columbia Gorge Title
41 SW Russell Ave.
Stevenson, WA 98648
(509) 427-5681

DOCUMENT TITLE(S)

Declaration of Restrictions

REFERENCE NUMBER(S) OF DOCUMENTS ASSIGNED OR RELEASED:

N/A

GRANTOR(S):

FRN Washington, LLC, a Washington limited liability company

GRANTEE(S):

Bonneville Resorts LLC, a Limited Liability Company

ABBREVIATED LEGAL DESCRIPTION:

Lot 1 BHS S/P #2015000078

TAX PARCEL NUMBER(S):

02-07-16-3-0-0200-00 & 02-07-16-3-0-0200-06

AFTER RECORDING RETURN TO

FRN Washington LLC
c/o UHS of Delaware, Inc.
367 South Gulph Road
King of Prussia, PA 19406

1232232

DECLARATION OF RESTRICTIONS

This Declaration of Restrictions (the “**Declaration**”) effective as of Sept. 26, 2024, is made by **FRN WASHINGTON, LLC**, a Washington limited liability company (“**Declarant**”), whose address is c/o UHS of Delaware, Inc., 367 S. Gulph Road, King of Prussia, PA 19406, Attention: Deputy General Counsel, and **BONNEVILLE RESORTS LLC**, an Oregon limited liability company (“**Bonneville**”), whose address is 3295 N.W. 114th Street, Portland, Oregon, 97229.

RECITALS:

A. Contemporaneously with this Declaration, Declarant conveys to Bonneville the real property legally described on Exhibit 1 attached hereto and made a part hereof (the “**Restricted Property**”).

B. The Declarant desires to impose certain restrictions on the Restricted Property for the overall benefit of the Benefited Property (defined below) and to preserve the value of the Benefited Property.

C. Bonneville agrees to the restrictions on the Restricted Property for the overall benefit of the Benefited Property and to preserve the value of the Benefited Property.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of where is hereby acknowledged, the Declarant and Bonneville, for themselves and their successors and assigns, hereby declare that the Restricted Property, and such additions as may hereafter be made to the Restricted Property, shall be subject to the following restrictions.

1. Restrictions. Neither the Restricted Property, nor any part thereof, may be used for any of the following uses without the prior written consent of the owner of fee simple title to the Benefited Property, which consent may be denied in such owner’s sole and absolute discretion:

- (a) Inpatient behavioral health/psychiatric acute services;
 - (b) Psychiatric or substance use disorder residential treatment facilities;
 - (c) Community based psychiatric or substance use disorder residential services;
 - (d) Non-acute psychiatric, behavioral and/or substance use disorder services,
- including but not limited to outpatient, partial hospitalization and intensive outpatient;

- (e) Community mental health centers;
- (f) Crisis stabilization or emergency psychiatric or substance use disorder services/programs;
- (g) Therapeutic boarding or therapeutic day schools; and
- (h) Any behavioral health, substance use disorder or sober home, half-way or extended care facility with partial or full lodging services.

The foregoing shall not prevent the following on the Restricted Property: Any group contract for temporary housing or group business for the operations of the Property as a hotel/lodge so long as no services in sub-paragraphs 1(a) through (h) above are being provided at the Restricted Property.

2. Covenants Running with the Land. The parties hereby stipulate and agree that the restrictions contained herein are reasonable, their purpose being for the benefit of the Benefited Property, and subject to the provisions of Paragraphs 3 and 5 below, the restrictions created herein and the various terms, conditions, restrictions, and agreements set forth herein shall be (i) covenants running with the land, (ii) binding upon all owners of fee simple title, lessees or other persons claiming an interest to the Restricted Property or part thereof, from time to time and all those claiming by, through or under the foregoing and/or any of its or his/her heirs, successors and assigns, and (iii) inuring to the benefit of and enforceable by any or all of the owners of the fee simple title of the Benefited Property or part thereof, from time to time and all those claiming by, through or under the foregoing and/or any of its or his/her heirs, successors and assigns.

3. Amendment and Termination. This Declaration may only be amended in whole or in part, by a written instrument signed by the then owners of the Benefited Property and recorded in the real property records of Skamania County, Washington. Except as provided in Paragraph 5 below, this Declaration may only be terminated by a written instrument signed by the then owners of the Benefited Property and the Restricted Property and recorded in the real property records of Skamania County, Washington. Notwithstanding the foregoing, this Declaration and the rights, obligations and liabilities created hereby shall encumber the Restricted Property for a period of twenty five (25) years and thereafter the terms hereof shall be renewed automatically for successive ten (10) year periods unless the then owners of the Benefited Property and the Restricted Property record in the real property records of Skamania County, Washington a statement terminating such restrictive covenants within sixty (60) days prior to the expiration of such twenty five (25) year period or any ten (10) year renewal thereof, unless sooner terminated pursuant to the terms of this Declaration.

4. Benefited Property. “**Benefited Property**” shall mean the real property (i) wherever located now and in the future in the State of Washington, including but not limited to the real property legally described on **Exhibit 2**, which is owned or operated and used for any of the uses described under Paragraph 1 above by BHC Fairfax Hospital, Inc., Spokane Behavioral Health LLC, Olympia Behavioral Health, LLC, or Universal Health Services, Inc. or any or any affiliate thereto (*i.e.*, an entity controlling, controlled by or under common control) and (ii) on which the Cedar Hills Hospital (or successor hospital) is located. “Cedar Hills Hospital” shall mean the hospital currently located at 10300 SW Eastridge Street, Portland, Oregon 97225 or wherever the Cedar Hills Hospital (or any successor hospital to the Cedar Hills Hospital) may be located in the future.

5. Binding Effect. The foregoing restrictions shall remain in full force and effect and shall be unaffected by any change in ownership of the Benefited Property or by any change in ownership of the Restricted Property or any part thereof, except as otherwise set forth herein. Notwithstanding the foregoing, this Declaration shall be terminated without further action by the Benefited Property or the Restricted Property upon all of the Benefited Property permanently ceasing to be used for any of the uses set forth in Paragraph 1 above for a period of 365 consecutive days, provided that if the cessation of such use is due to the damage or destruction to any improvements on the Benefited Property, by fire or any other casualty, and the damage or destroyed improvement(s) is being repaired or reconstructed, then such use shall not be deemed to have permanently ceased, notwithstanding that the use has not resumed within said 365 day period.

6. Choice of Law. This Declaration will be construed under the laws of the State of Washington, without regard to choice-of-law rules in any jurisdiction.

7. Severability. If any provision of this Declaration is declared invalid by any tribunal exercising competent jurisdiction, then such provision shall be deemed automatically adjusted to conform to the requirements for validity as declared at such time, and, as so adjusted, shall be deemed a provision of this Declaration as though originally included herein. In the event that the provision invalidated is of such a nature that it cannot be so adjusted, the provision shall be deemed deleted from this Declaration as though the provision had never been entered into. In either case, the remaining provisions of this Declaration shall remain in full force and effect. In the event that the provision invalidated is of such a nature that it cannot be so adjusted, and that the remaining provisions of this Declaration cannot operate without such invalidated provision, the remaining provisions of this Declaration shall no longer remain in full force and effect, and this Declaration shall be treated as if never having been entered into by the parties hereto.

8. Remedies Cumulative. Except as otherwise provided herein, all rights, privileges, and remedies afforded by this Declaration will be deemed cumulative and not exclusive and the exercise of any remedy will not be deemed to be a waiver of any other right, remedy, or privilege provided for herein or available at law or in equity. The failure of the owner of the Benefited Property in any one or more instances, to insist upon compliance with any of the terms and conditions of this Declaration or to exercise any right or privilege conferred herein, shall not constitute or be construed as the waiver of such or any similar restriction, right, option or privilege, but the same shall continue and remain in full force and effect as if no such forbearance had occurred. It is expressly understood that irreparable harm will result to the owner from time to time of the fee simple title to the Benefited Property by reason of any breach of the agreements, covenants and restrictions set forth herein, and, therefore, any owner from time to time having fee simple title to all or a portion of the Benefited Property shall be entitled to relief by way of injunction or specific performance to enforce the foregoing provisions, as well as any other relief available at law or equity.

9. Number and Gender. The use of the singular will be deemed to mean the plural, the masculine to mean the feminine or neuter, and the neuter to mean the masculine or feminine when context requires.

10. Captions. Captions used in this Declaration are for convenience only and will not be considered as a limitation on or an expansion of the terms of the agreement.

11. Counterparts. If this Declaration is executed in multiple counterparts, all counterparts taken together will constitute this Declaration.

[Signatures are on the Following Page]

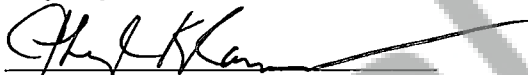
Unofficial
Copy

Declarant:

FRN WASHINGTON, LLC, a Washington limited liability company

By: Foundations Recovery Network, LLC,
its Sole Member

By: FRN, Inc., a Delaware corporation, its
Majority Member

By: 
Name: Cheryl K. Ramagano
Title: Treasurer


COMMONWEALTH OF PENNSYLVANIA)

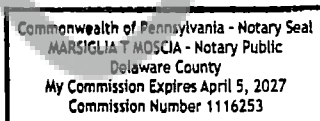
)SS:

COUNTY OF MONTGOMERY)

The foregoing instrument was acknowledged before me on the 24th day of September, 2024, by Cheryl K. Ramagano as Treasurer of FRN, Inc., which is the majority member of Foundations Recovery Network, LLC, which is the sole member of FRN WASHINGTON, LLC, a Washington limited liability company, who is ☒ personally known to me or ☐ who has produced _____, as identification.

(SEAL)


Notary, Commonwealth of Pennsylvania
My Commission Expires: 1-5-2027
Print Name: Marsiglia T. Moscia



Bonneville:

BONNEVILLE RESORTS LLC, an Oregon
limited liability company

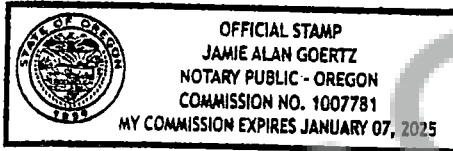
By: Sazzadur Rahman
Name: SAZZADUR RAHMAN
Title: Manager

Washington
STATE OF WASHINGTON)
OREGON) SS:
COUNTY OF Washington)

The foregoing instrument was acknowledged before me on the 23 day of Sept, 2024,
by SAZZADUR RAHMAN as Manager of BONNEVILLE RESORTS LLC, an
Oregon limited liability company, who is ☐ personally known to me or ☒ who has produced
OR DL, as identification.

(SEAL)

Notary, State of Washington OREGON
My Commission Expires: JAN 07 2025
Print Name: JAMIE GOERTZ



state of Oregon county of Washington
This Instrument was acknowledged before me
on Sept 23, 2024
by
Notary Signature

JAMIE GOERTZ

EXHIBIT 1
LEGAL DESCRIPTION OF RESTRICTED PROPERTY

Lot 1 BHS Short Plat, recorded in Skamania County Auditor File No. 2015000078, Skamania County Records.

LESS AND EXCEPT that portion conveyed by instrument recorded as Auditor File Number 2017002646.

Unofficial
Copy

EXHIBIT 2
LEGAL DESCRIPTION

THE LAND REFERRED TO BELOW IS SITUATED IN THE STATE OF WASHINGTON,
COUNTY OF KING AND IS DESCRIBED AS FOLLOWS:

WEST ONE-HALF OF THE SOUTHEAST ONE-QUARTER OF THE SOUTHWEST ONE-
QUARTER OF THE SOUTHWEST ONE-QUARTER OF SECTION 20, TOWNSHIP 26
NORTH, RANGE 5 EAST, W.M., IN KING COUNTY, WASHINGTON;

EXCEPT THE SOUTH 30 FEET THEREOF CONVEYED TO KING COUNTY FOR
NORTHEAST 132ND STREET BY DEED RECORDED UNDER RECORDING NO. 2123537
AND EXCEPT THE NORTHERLY 12 FEET OF THE SOUTHERLY 42 FEET OF SAID
PREMISES CONVEYED TO KING COUNTY BY DEED RECORDED UNDER RECORDING
NO. 6176331.

4871-4400-6888, v. 1