



**Wahkiakum Title & Escrow Company**

Agent for Old Republic  
National Title Insurance Company

*Serving Wahkiakum County for over 100 years*

P.O. Box 39 – 68 Main Street  
Cathlamet, WA 98612  
(360) 795-3741 Fax: (360) 795-3001  
E-mail: [title@wahtitle.com](mailto:title@wahtitle.com)

Attached Commitment Issued for the sole use of:

Hal Palmer  
PDG Services  
[hal.equitynw@gmail.com](mailto:hal.equitynw@gmail.com)

Our Order Number: W-21123

Your Order Number:

When Replying Please Contact:

Timothy M. Hanigan,  
Manager

## COMMITMENT FOR TITLE INSURANCE

See Attached Commitment to Insure



# ALTA COMMITMENT FOR TITLE INSURANCE

Issued by OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

## NOTICE

**IMPORTANT—READ CAREFULLY: THIS COMMITMENT IS AN OFFER TO ISSUE ONE OR MORE TITLE INSURANCE POLICIES. ALL CLAIMS OR REMEDIES SOUGHT AGAINST THE COMPANY INVOLVING THE CONTENT OF THIS COMMITMENT OR THE POLICY MUST BE BASED SOLELY IN CONTRACT.**

**THIS COMMITMENT IS NOT AN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILITY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO THE COMPANY, WERE PERFORMED SOLELY FOR THE BENEFIT OF THE COMPANY, AND CREATE NO EXTRACTIONAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED.**

**THE COMPANY'S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON.**

## COMMITMENT TO ISSUE POLICY

**Subject to the Notice; Schedule B, Part I—Requirements; Schedule B, Part II—Exceptions; and the Commitment Conditions, Old Republic National Title Insurance Company, a Florida corporation, (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Amount of Insurance and the name of the Proposed Insured.**

**If all of the Schedule B, Part I—Requirements have not been met within six months after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.**

*Issued through the Office of:*

Wahkiakum Title & Escrow Company  
P.O. Box 39 – 68 Main St.  
Cathlamet, WA 989612  
(360) 795-3741 Fax (360) 795-3001  
E-mail: [title@wahtitle.com](mailto:title@wahtitle.com)

### OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

*A Stock Company*

1408 North Westshore Blvd., Suite 900, Tampa, Florida 33607

(612) 371-1111

[www.oldrepublictitle.com](http://www.oldrepublictitle.com)

By

President

Attest

Secretary

Authorized Officer or Agent

*This page is only a part of a 2021 ALTA Commitment for Title Insurance issued by Old Republic National Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; and Schedule B, Part II—Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.*

ORT Form 4757-NA

ALTA Commitment for Title Insurance 2021 v. 01.00

07/01/2021

## COMMITMENT CONDITIONS

### 1. DEFINITIONS

- a. "Discriminatory Covenant": Any covenant, condition, restriction, or limitation that is unenforceable under applicable law because it illegally discriminates against a class of individuals based on personal characteristics such as race, color, religion, sex, sexual orientation, gender identity, familial status, disability, national origin, or other legally protected class.
- b. "Knowledge" or "Known": Actual knowledge or actual notice, but not constructive notice imparted by the Public Records.
- c. "Land": The land described in Item 5 of Schedule A and improvements located on that land that by State law constitute real property. The term "Land" does not include any property beyond that described in Schedule A, nor any right, title, interest, estate, or easement in any abutting street, road, avenue, alley, lane, right-of-way, body of water, or waterway, but does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
- d. "Mortgage": A mortgage, deed of trust, trust deed, security deed, or other real property security instrument, including one evidenced by electronic means authorized by law.
- e. "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.
- f. "Proposed Amount of Insurance": Each dollar amount specified in Schedule A as the Proposed Amount of Insurance of each Policy to be issued pursuant to this Commitment.
- g. "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
- h. "Public Records": The recording or filing system established under State statutes in effect at the Commitment Date under which a document must be recorded or filed to impart constructive notice of matters relating to the Title to a purchaser for value without Knowledge. The term "Public Records" does not include any other recording or filing system, including any pertaining to environmental remediation or protection, planning, permitting, zoning, licensing, building, health, public safety, or national security matters.
- i. "State": The state or commonwealth of the United States within whose exterior boundaries the Land is located. The term "State" also includes the District of Columbia, the Commonwealth of Puerto Rico, the U.S. Virgin Islands, and Guam.
- j. "Title": The estate or interest in the Land identified in Item 3 of Schedule A.

2. If all of the Schedule B, Part I—Requirements have not been met within the time period specified in the Commitment to Issue Policy, this Commitment terminates and the Company's liability and obligation end.

3. The Company's liability and obligation is limited by and this Commitment is not valid without:

- a. the Notice;
- b. the Commitment to Issue Policy;
- c. the Commitment Conditions;
- d. Schedule A;
- e. Schedule B, Part I—Requirements;
- f. Schedule B, Part II—Exceptions; and
- g. a counter-signature by the Company or its issuing agent that may be in electronic form.

### 4. COMPANY'S RIGHT TO AMEND

The Company may amend this Commitment at any time. If the Company amends this Commitment to add a defect, lien, encumbrance, adverse claim, or other matter recorded in the Public Records prior to the Commitment Date, any liability of the Company is limited by Commitment Condition 5. The Company is not liable for any other amendment to this Commitment.

### 5. LIMITATIONS OF LIABILITY

- a. The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
  - i. comply with the Schedule B, Part I—Requirements;
  - ii. eliminate, with the Company's written consent, any Schedule B, Part II—Exceptions; or
  - iii. acquire the Title or create the Mortgage covered by this Commitment.

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- b. The Company is not liable under Commitment Condition 5.a. if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.
  - c. The Company is only liable under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.
  - d. The Company's liability does not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Condition 5.a. or the Proposed Amount of Insurance.
  - e. The Company is not liable for the content of the Transaction Identification Data, if any.
  - f. The Company is not obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I—Requirements have been met to the satisfaction of the Company.
  - g. The Company's liability is further limited by the terms and provisions of the Policy to be issued to the Proposed Insured.
6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT; CHOICE OF LAW AND CHOICE OF FORUM
- a. Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.
  - b. Any claim must be based in contract under the State law of the State where the Land is located and is restricted to the terms and provisions of this Commitment. Any litigation or other proceeding brought by the Proposed Insured against the Company must be filed only in a State or federal court having jurisdiction.
  - c. This Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.
  - d. The deletion or modification of any Schedule B, Part II—Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.
  - e. Any amendment or endorsement to this Commitment must be in writing and authenticated by a person authorized by the Company.
  - f. When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.
7. IF THIS COMMITMENT IS ISSUED BY AN ISSUING AGENT
- The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for closing, settlement, escrow, or any other purpose.
8. PRO-FORMA POLICY
- The Company may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that the Company may provide. A pro-forma policy neither reflects the status of Title at the time that the pro-forma policy is delivered to a Proposed Insured, nor is it a commitment to insure.
9. CLAIMS PROCEDURES
- This Commitment incorporates by reference all Conditions for making a claim in the Policy to be issued to the Proposed Insured. Commitment Condition 9 does not modify the limitations of liability in Commitment Conditions 5 and 6.
10. CLASS ACTION
- ALL CLAIMS AND DISPUTES ARISING OUT OF OR RELATING TO THIS COMMITMENT, INCLUDING ANY SERVICE OR OTHER MATTER IN CONNECTION WITH ISSUING THIS COMMITMENT, ANY BREACH OF A COMMITMENT PROVISION, OR ANY OTHER CLAIM OR DISPUTE ARISING OUT OF OR RELATING TO THE TRANSACTION GIVING RISE TO THIS COMMITMENT, MUST BE BROUGHT IN AN INDIVIDUAL CAPACITY. NO PARTY MAY SERVE AS PLAINTIFF, CLASS MEMBER, OR PARTICIPANT IN ANY CLASS OR REPRESENTATIVE PROCEEDING. ANY POLICY ISSUED PURSUANT TO THIS COMMITMENT WILL CONTAIN A CLASS ACTION CONDITION.

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**Transaction Identification Data, for which the Company assumes no liability as set forth in Commitment Condition 5.e.:**

Issuing Agent: Wahkiakum Title & Escrow Company  
Issuing Office: P.O. Box 39 - 68 Main St., Cathlamet, WA 98612  
Issuing Office's ORTC Agent No: A46076  
Loan ID Number:  
Issuing Office File Number: W-21123  
Revision Number:

**SCHEDULE A**

1. Commitment Date: September 17, 2025 at 8:00 a.m.

2. Policy to be issued:

a. Owner's Standard Coverage

Proposed Insured:

**TO BE DETERMINED**

Amount: \$ TBD

Premium: \$ TBD

Tax: \$ TBD

Total: \$ TBD

b.

Proposed Insured:

Amount: \$

Premium: \$

Tax: \$

Total: \$

c.

Proposed Insured:

Amount: \$

Premium: \$

Tax: \$

Total: \$

3. The estate or interest in the Land at the Commitment Date is: **FEE SIMPLE ESTATE**

4. The Title is, at the Commitment Date, vested in:

**CIMMARON TERRACE, LLC,**  
a Washington limited liability company (**SEE NOTES 7 AND 8**)

5. The Land is described as follows:

**See Schedule A-1 attached hereto and made a part hereof.**

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**SCHEDULE A-1**  
**Legal Description**

Lot Sixteen (16) of COLUMBIA RIDGE ESTATES PHASE ONE, as per plat thereof filed for record August 8, 2001, under Auditor's File No. 2003288, in Book 3 of Plats, pages 22A & 22B, records of Wahkiakum County, Washington; TOGETHERWITH access for ingress, egress and utilities over a private roadway as delineated on the face of said plat filed under Auditor's File No. 2003288, records of Wahkiakum County, Washington.

Situate in the County of Wahkiakum, State of Washington.

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## SCHEDULE B - PART I

### COMMITMENT REQUIREMENTS

**All of the following Requirements must be met:**

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.
5. A legal description was not included in the application for title insurance. The legal description contained herein was taken from the record and the presumed intention of the parties to the transaction. Said description must be examined and approved by all parties prior to closing.
6. Effective January 1, 1997, and pursuant to amendment of Washington State statutes relating to standardization of recorded documents, the following format and content requirements must be met. Failure to comply may result in rejection of the document by the recorder or additional fees.
  - A. The first page of each document must have a top margin of 3 inches, and side and bottom margins of 1 inch. Each succeeding page must have top, side and bottom margins of 1 inch. The font size must be 8 points or larger, and the paper size must not be larger than 8 1/2" by 14". There must not be stapled or taped attachments on any page, and pressure seals must be smudged.
  - B. The first page of each document must contain the following information:
    - i. Title or titles of document.
    - ii. If the document is an assignment, release or reconveyance, reference to the Auditor's file number of subject deed of trust or other related document.
    - iii. Names of Grantor(s) and Grantee(s) with reference to additional names on following page(s), if any.
    - iv. Abbreviated legal description (Lot, Block, Plat Name or Section, or Township, Range and Quarter Section for unplatted land).
    - v. Assessor's Tax Parcel Number(s).
    - vi. Return address, which may appear in the upper left hand 3" top margin.

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## SCHEDULE B - PART II

### EXCEPTIONS FROM COVERAGE

**Some historical land records contain Discriminatory Covenants that are illegal and unenforceable by law. This Commitment and the Policy treat any Discriminatory Covenant in a document referenced in Schedule B as if each Discriminatory Covenant is redacted, repudiated, removed, and not republished or recirculated. Only the remaining provisions of the document will be excepted from coverage.**

**The Policy will not insure against loss or damage resulting from the terms and conditions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:**

1. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I—Requirements are met.
2. (a) Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
3. Any facts, rights, interests, or claims which are not shown by the public records but which could be ascertained by an inspection of said land or by making inquiry of persons in possession thereof.
4. Easements, claims of easement, prescriptive rights, rights-of-way, streets, road, alleys, highways, or encumbrances, which are not shown by the public records.
5. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by public records.
6. (a) Unpatented mining claims; (b) reservations or exceptions in United States patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the Public Records.
7. Any lien, or right to a lien, for contributions to employee benefit funds, or for State workers' compensation, or for services, labor or material heretofore or hereafter furnished, all as imposed by law and not shown by the public records.
8. Any service, installation, connection, maintenance, or construction charges for sewer, water, electricity, natural gas or other utilities, or garbage collection and disposal.
9. Indian tribal codes or regulations, Indian treaty or aboriginal rights, including easements or equitable servitudes.
10. Lien of real estate excise tax at the applicable rate plus a technology fee of \$5.00 upon any sale of said premises, if unpaid. On transactions where the excise tax is less than \$5.00, a fee of \$10.00 is applicable.
11. General taxes and assessments for the years 2022, 2023, 2024 and 2025, delinquent in the amounts of \$1,137.69, \$213.08, \$191.81 and \$217.39, respectively, plus penalties and interest (Geographic ID 120806-230043, PID 1971).
12. Please be advised that our search did not disclose any open Deeds of Trust of record. If you should have knowledge of any outstanding obligation, please contact the Company immediately for further review prior to closing.
13. Homeowner's association dues, if any.

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14. Sewer line easement dated September 3, 1981, executed by Marvin C. Snyder, et. ux., to the Town of Cathlamet, providing for sewer lines along the North, South and Easterly portions of that portion of the East One-half (E1/2) of the JAMES BIRNIE DONATION LAND CLAIM, as more particularly set forth therein, filed for record September 14, 1981, under Auditor's File No. 33805, in Volume 52 of Deeds & Mortgages, page 600, records of Wahkiakum County, Washington.

15. Sewer line easement dated September 3, 1981, executed by Marvin C. Snyder, et. ux., to the Town of Cathlamet, providing for sewer lines along the Northeasterly corner and Southerly portions of that portion of the West One-half (W1/2) of the JAMES BIRNIE DONATION LAND CLAIM, as more particularly set forth therein, filed for record September 14, 1981, under Auditor's File No. 33806, in Volume 53 of Deeds & Mortgages, page 1, records of Wahkiakum County, Washington.

16. Driveway easement dated January 13, 1987, executed by Ora Coates Snyder, a married woman, to Robert D. Ohrberg, Jr., et. ux., et. al., including provisions for water, electricity, telephone and cablevision, subject to reservation of the right of the grantor to use the same with the Grantees, as to a portion of said plat, filed for record January 13, 1987, under Auditor's File No. 37652, in Volume 69 of Deeds & Mortgages, page 238, records of Wahkiakum County, Washington. **(SEE NOTE 5)**

17. Declaration of covenants and restrictions for Columbia Ridge Estates, dated April 26, 2004, executed by Hanes-Zoller Joint Venture, all as more particularly set forth therein, filed for record April 30, 2004, under Auditor's File No. 2007406, records of Wahkiakum County, Washington.

Amended and restated declaration of covenants, conditions and restrictions for Columbia Ridge Estates dated September 1, 2011, filed for record March 29, 2012, under Auditor's File No. 2018401, records of Wahkiakum County, Washington.

18. Easements for public utility purposes, if any.

19. Easements disclosed on the face of that certain plat filed for record August 8, 2001, under Auditor's File No. 2003288, in Volume 3 of Plats, pages 22A and 22B, records of Wahkiakum County, Washington. **(SEE NOTE 6)**

20. Matters, if any, disclosed by the following surveys, all records of Wahkiakum County, Washington:

| <u>Filed for record</u> | <u>Auditor's File No</u> | <u>Volume</u> | <u>Page</u> |
|-------------------------|--------------------------|---------------|-------------|
| September 24, 1996      | 46615                    | 5             | 148         |
| April 9, 1998           | 48483                    | 6             | 46          |

21. Matters, if any, disclosed by the following plats, all records of Wahkiakum County, Washington:

| <u>Filed for record</u> | <u>Auditor's File No</u> | <u>Volume</u> | <u>Page</u> |
|-------------------------|--------------------------|---------------|-------------|
| August 8, 2001          | 2003288                  | 3             | 22A&B       |
| August 27, 2007         | 2012961                  | 3             | 26A&B       |

22. In the event this transaction fails to close within six (6) months from issuance of this report, a cancellation fee will be charged in accordance with our rate schedule unless other arrangements have been made on a still pending transaction. Any transaction consummated based upon use of this report is subject to the full scheduled charge applicable to the transaction.

**NOTE 1:** The address of the property is: 60 Hill Dr., Cathlamet, WA 98612.

**NOTE 2:** An abbreviated legal description may be:

Lot 16, COLUMBIA RIDGE ESTATES PHASE 1, Vol. 3 of Plats, pgs. 22A & 22B

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**NOTE 3:** The Company discloses for informational purposes only that there have been no conveyances affecting the subject property recorded within the last 24 months. No additional liability is assumed hereby.

**NOTE 4:** We find no pertinent matters of record filed in Wahkiakum County against Cimmaron Terrace, LLC, except as noted in this Commitment.

**NOTE 5:** A driveway maintenance agreement affects the easement set forth above, dated January 8, 1987, executed by and between Robert D. Ohrberg, Jr., et. ux., and Frederick E. Watkins, et. ux., filed for record January 13, 1987, under Auditor's File No. 37653, in Volume 69 of Deeds & Mortgages, page 240, records of Wahkiakum County, Washington, provides that the benefits thereunder run for the benefit of this property and said driveway shall not be obstructed.

**NOTE 6:** Our inspections indicate that the strips of land bordering on Jacobson Road on the East side of said property are used as public alleys or rights-of-way and the Company will not insure against the rights of the public to use those portions of said property.

**NOTE 7:** We note for informational purposes that the Washington Secretary of State's Corporations database lists Cimmaron Terrace, LLC, as an administratively dissolved company. The company will need to be reinstated prior to closing.

**NOTE 8:** We are informed that Cimmaron Terrace, LLC is a limited liability company. A copy of the duplicate original of the filed LLC Certificate of Formation, the LLC agreement and all subsequent modifications or amendments thereto must be submitted to the Company for review.

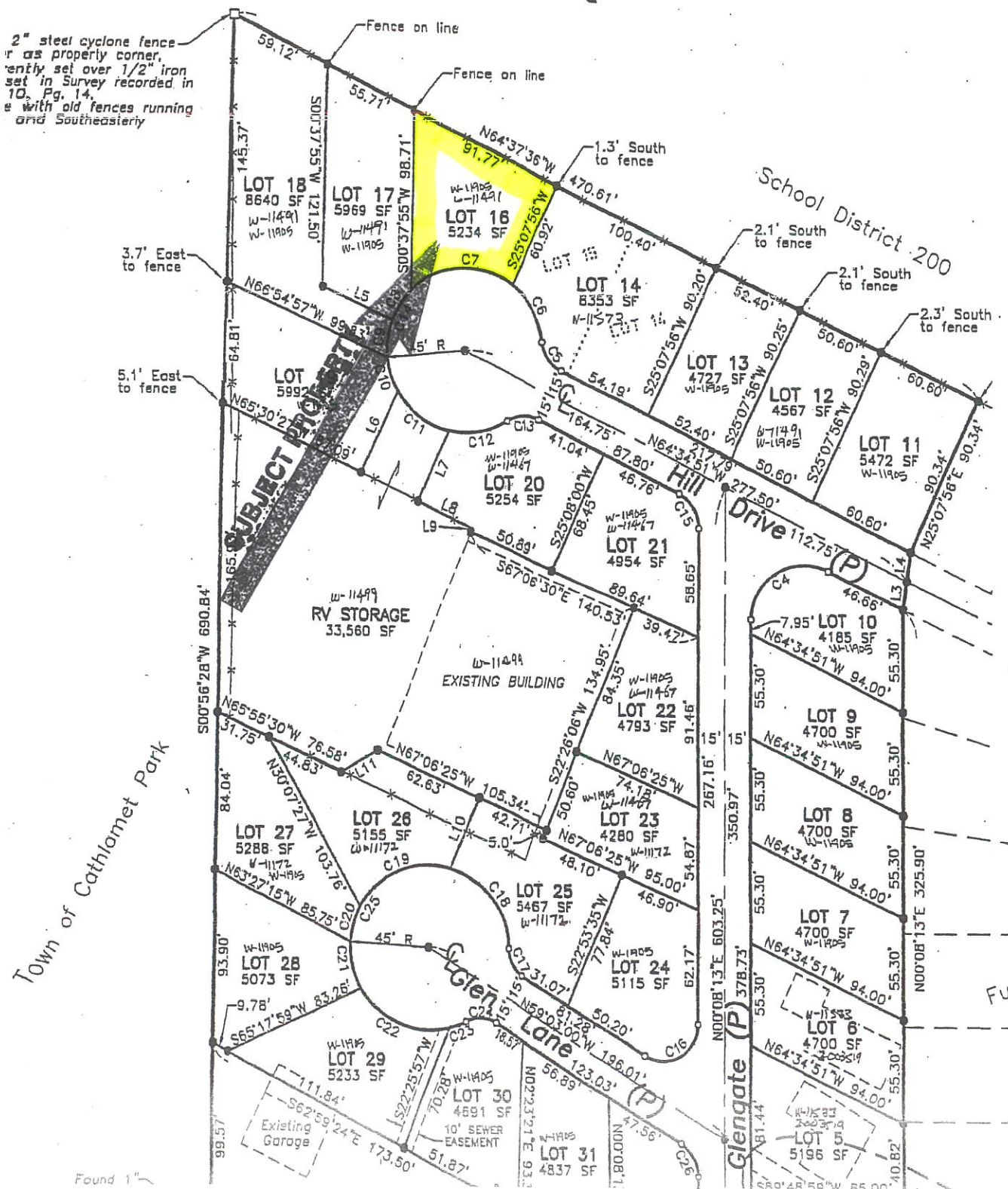
Any conveyance or mortgage by Cimmaron Terrace, LLC, must be executed by all the Members as of the date hereof, or evidence submitted that certain designated Members or Managers have been authorized to act for the LLC.

kt

Note—This map does not purport to show *all* highways, roads or easements affecting the property.

SKETCH OF PROPERTY SET OUT IN ATTACHED ORDER

To assist in locating the premises. It is not based on a survey, and the company assumes no liability for variations, if any, in dimensions and location.



|                                                                                                                                                                                       |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |                                                                                           |                                    |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------|------------------------------------|
|  <b>OLD REPUBLIC TITLE</b>                                                                            |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |                                                                                           |                                    |
| <b>FACTS</b>                                                                                                                                                                          |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | <b>WHAT DOES OLD REPUBLIC TITLE DO WITH YOUR PERSONAL INFORMATION?</b>                    |                                    |
| <b>Why?</b>                                                                                                                                                                           | Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some but not all sharing. Federal law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.                                                                                                                                                                                              |                                                                                           |                                    |
| <b>What?</b>                                                                                                                                                                          | <p>The types of personal information we collect and share depend on the product or service you have with us. This information can include:</p> <ul style="list-style-type: none"> <li>• Social Security number and employment information</li> <li>• Mortgage rates and payments and account balances</li> <li>• Checking account information and wire transfer instructions</li> </ul> <p>When you are <i>no longer</i> our customer, we continue to share your information as described in this notice.</p> |                                                                                           |                                    |
| <b>How?</b>                                                                                                                                                                           | All financial companies need to share customers' personal information to run their everyday business. In the section below, we list the reasons financial companies can share their customers' personal information; the reasons Old Republic Title chooses to share; and whether you can limit this sharing.                                                                                                                                                                                                 |                                                                                           |                                    |
| <b>Reasons we can share your personal information</b>                                                                                                                                 |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | <b>Does Old Republic Title share?</b>                                                     | <b>Can you limit this sharing?</b> |
| For our everyday business purposes — such as to process your transactions, maintain your account(s), or respond to court orders and legal investigations, or report to credit bureaus |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | Yes                                                                                       | No                                 |
| For our marketing purposes — to offer our products and services to you                                                                                                                |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | No                                                                                        | We don't share                     |
| For joint marketing with other financial companies                                                                                                                                    |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | No                                                                                        | We don't share                     |
| For our affiliates' everyday business purposes — information about your transactions and experiences                                                                                  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | Yes                                                                                       | No                                 |
| For our affiliates' everyday business purposes — information about your creditworthiness                                                                                              |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | No                                                                                        | We don't share                     |
| For our affiliates to market to you                                                                                                                                                   |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | No                                                                                        | We don't share                     |
| For non-affiliates to market to you                                                                                                                                                   |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | No                                                                                        | We don't share                     |
|                                                                                                                                                                                       |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | Go to <a href="http://www.oldrepublictitle.com">www.oldrepublictitle.com</a> (Contact Us) |                                    |

| Who we are                                                   |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
|--------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Who is providing this notice?                                | Companies with an Old Republic Title name and other affiliates. Please see below for a list of affiliates.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
| What we do                                                   |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
| How does Old Republic Title protect my personal information? | To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings. For more information, visit <a href="https://www.oldrepublictitle.com/privacy-policy">https://www.oldrepublictitle.com/privacy-policy</a>                                                                                                                                                                                                                                                                        |
| How does Old Republic Title collect my personal information? | <p>We collect your personal information, for example, when you:</p> <ul style="list-style-type: none"> <li>• Give us your contact information or show your driver's license</li> <li>• Show your government-issued ID or provide your mortgage information <input type="checkbox"/></li> <li>• Make a wire transfer</li> </ul> <p>We also collect your personal information from others, such as credit bureaus, affiliates, or other companies.</p>                                                                                                                                                                       |
| Why can't I limit all sharing?                               | <p>Federal law gives you the right to limit only:</p> <ul style="list-style-type: none"> <li>• Sharing for affiliates' everyday business purposes - information about your creditworthiness</li> <li>• Affiliates from using your information to market to you</li> <li>• Sharing for non-affiliates to market to you</li> </ul> <p>State laws and individual companies may give you additional rights to limit sharing. See the State Privacy Rights section location at <a href="https://www.oldrepublictitle.com/privacypolicy">https://www.oldrepublictitle.com/privacypolicy</a> for your rights under state law.</p> |
| Definitions                                                  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
| Affiliates                                                   | <p>Companies related by common ownership or control. They can be financial and nonfinancial companies.</p> <ul style="list-style-type: none"> <li>• <i>Our affiliates include companies with an Old Republic Title name, and financial companies such as Attorneys' Title Fund Services, LLC, Lex Terrae National Title Services, Inc., and Mississippi Valley Title Services Company</i></li> </ul>                                                                                                                                                                                                                       |
| Non-affiliates                                               | <p>Companies not related by common ownership or control. They can be financial and nonfinancial companies.</p> <ul style="list-style-type: none"> <li>• <i>Old Republic Title does not share with non-affiliates so they can market to you</i></li> </ul>                                                                                                                                                                                                                                                                                                                                                                  |
| Joint marketing                                              | <p>A formal agreement between non-affiliated financial companies that together market financial products or services to you.</p> <ul style="list-style-type: none"> <li>• <i>Old Republic Title doesn't jointly market.</i></li> </ul>                                                                                                                                                                                                                                                                                                                                                                                     |



| Affiliates Who May be Delivering This Notice  |                                           |                                           |                                                |                                                |
|-----------------------------------------------|-------------------------------------------|-------------------------------------------|------------------------------------------------|------------------------------------------------|
| American First Title & Trust Company          | American Guaranty Title Insurance Company | Attorneys' Title Fund Services, LLC       | Compass Abstract, Inc.                         | eRecording Partners Network, LLC               |
| Genesis Abstract, LLC                         | Guardian Consumer Services, Inc.          | iMarc, Inc.                               | L.T. Service Corp.                             | Lenders Inspection Company                     |
| Lex Terrae National Title Services, Inc.      | Lex Terrae, Ltd.                          | Mississippi Valley Title Services Company | National Title Agent's Services Company        | Old Republic Branch Information Services, Inc. |
| Old Republic Diversified Services, Inc.       | Old Republic Escrow of Vancouver, Inc.    | Old Republic Exchange Company             | Old Republic National Ancillary Services, Inc. | Old Republic Title and Escrow of Hawaii, Ltd.  |
| Old Republic National Title Insurance Company | Old Republic Title Company                | Old Republic Title Companies, Inc.        | Old Republic Title Company of Conroe           | Old Republic Title Company of Indiana          |
| Old Republic Title Company of Nevada          | Old Republic Title Company of Oklahoma    | Old Republic Title Company of Oregon      | Old Republic Title Company of St. Louis        | Old Republic Title Company of Tennessee        |
| Old Republic Title Information Concepts       | Old Republic Title Insurance Agency, Inc. | Old Republic Title, Ltd.                  | RamQuest Software, Inc.                        | Republic Abstract & Settlement, LLC            |
| Sentry Abstract Company                       | Surety Title Agency, Inc.                 | Trident Land Transfer Company, LLC        |                                                |                                                |

KNOW ALL MEN BY THESE PRESENTS, That MARVIN C. SNYDER and ORA COATES SNYDER, husband and wife, for and in consideration of the sum of One Dollar and other valuable consideration to them in hand paid, hereby grant unto the TOWN OF CATHLAMET, a municipal corporation of the State of Washington, a perpetual right-of-way and easement over and across the land hereinafter described for the purpose of clearing, trenching for, laying, constructing, maintaining, and repairing a pipe line for the sewer system of said Town; said land being described as follows: to-wit:

TO HAVE AND TO HOLD the same unto the said Town for the  
uses and purposes herein set out.

THE TOWN hereby covenants and agrees that all pipe shall be laid so that not less than 2.5 feet of ground shall cover said pipe, that in no event shall said pipe interfere with the proper cultivation of the described premises, and that in the construction, maintenance and repairing of said pipe line that it will cause no more damage than can be avoided.

IN WITNESS WHEREOF, the undersigned have executed this instrument this 3rd day of September, 1981. *[Signature]*

Ora Coates Snyder

**HANIGAN & JOHNSON, Inc., P.S.**  
**ATTORNEYS AT LAW**  
P.O. Box 39—Hanigan Bldg.  
**CATHLAMET, WASHINGTON 98612**  
**TELEPHONE 206-795-3494**

Town Sewer Easements  
Snyder  
Page 2

On this day personally appeared before me MARVIN C. SNYDER and ORA COATES SNYDER, husband and wife, to me known to be the individuals named in and who executed the within and foregoing instrument, and acknowledged that they signed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 3rd day of September, 1981.

Notary Public in and for  
the State of Washington  
residing at Cathlamet, WA



TOWN OF TAINI MEI, WASHINGTON

SANITARY SEWER IMPROVEMENT

Location: 1111 and 1112 of 1st St. N., T.R.N., D.E.W., etc.  
Deed Reference: Book 11, page 94, Wanklakum County  
Owner: Greengard, Inc.

Description of Right-of-Way Required

PARCEL I

SCHEDULE A - Permanent Utilities Easement

The northerly 15 feet of that parcel of land described in Deed Record No. 15137 on page 94 of Book 11 of the Deed Records of Wanklakum County, State of Washington.

SCHEDULE B - Temporary Construction Easement

A strip of land, 10 feet in width, abutting on the southerly side of Schedule A, excepting the permanent utilities easement described in Schedule A of Parcel III.

PARCEL II

SCHEDULE A - Permanent Utilities Easement

The southerly 15 feet of that parcel of land described in Deed Record No. 1136 on page 94 of Book 11 of the Deed Records of Wanklakum County, State of Washington.

SCHEDULE B - Temporary Construction Easement

A strip of land, 20 feet in width, abutting on the northerly side of Schedule A, excepting the permanent utilities easement described in Schedule A of Parcel III.

PARCEL III

SCHEDULE A - Permanent Utilities Easement

A strip of land abutting on the easterly boundary of that parcel of land described in Deed Record No. 15137 on page 94 of Book 11 of the Deed Records of Wanklakum County, State of Washington, said strip of land being 30 feet in width between the permanent utilities easement described in Schedule A of Parcel I and the projection of the northerly boundary of that parcel of land owned by Marvin J. Holland and described on page 4 of Book 13 of said Deed Records of Wanklakum County; said strip of land being 25 feet in width between the projection of the northerly boundary of said parcel of land owned by Marvin J. Holland and described on page 4 of Book 13 of said Deed Records of Wanklakum County and the permanent utilities easement described in Schedule A of Parcel II.

SCHEDULE B - Temporary Construction Easement

A strip of land, 20 feet in width, abutting on the easterly side of Schedule A, excepting the temporary construction easements described in Schedule B of Parcels I and II.

EXHIBIT A  
Page 2

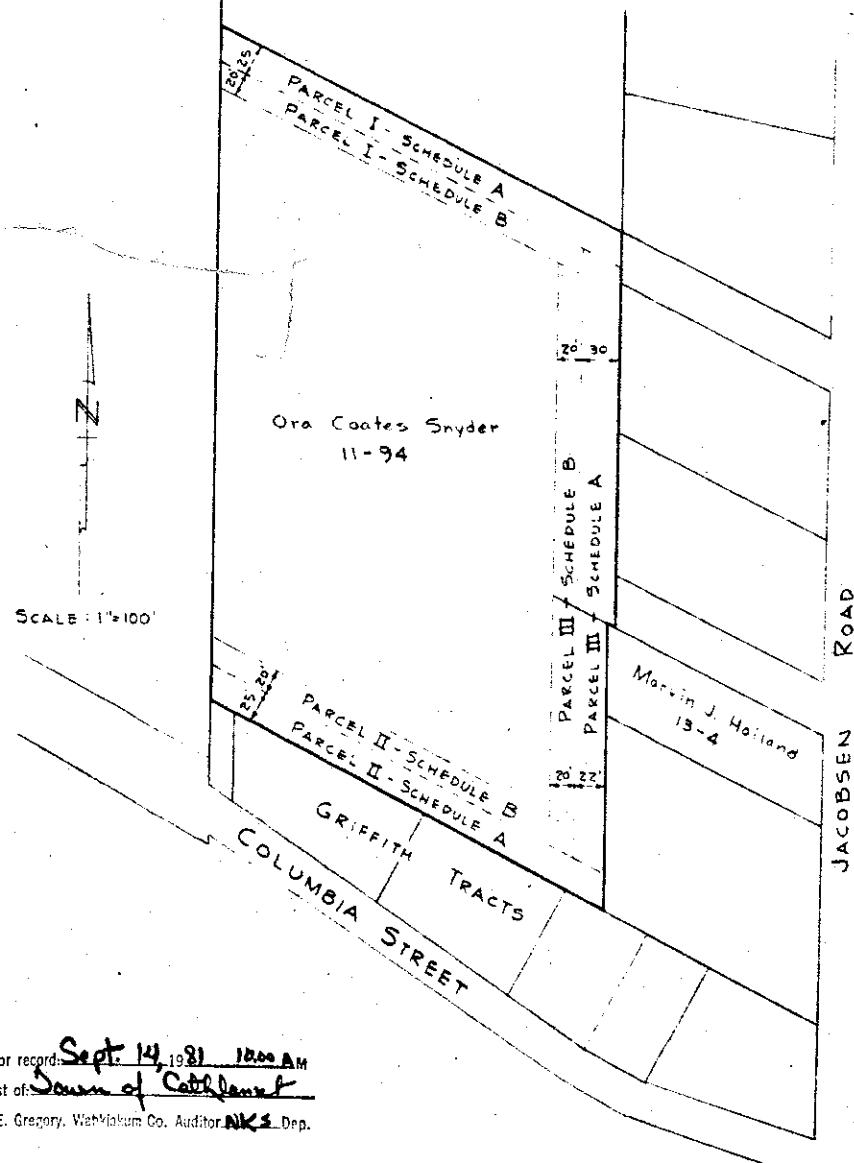
TOWN OF CATHLAMET, WASHINGTON  
SANITARY SEWER IMPROVEMENTS

33805

A-6

Location: NW 1/4 of SW 1/4 of Sec. 10, T.6 N., R.6 W., W.N.  
See Referenced Book 11, Page 94, Wahkiakum County  
Owner: Ora Coates Snyder

VOL 052 PAGE 0603



Filed for record: Sept. 14, 1931 10:00 AM  
Request of: San. of Cathlamet  
Betty E. Gregory, Wahkiakum Co. Auditor NKS Dep.

KNOW ALL MEN BY THESE PRESENTS, That MARVIN C. SNYDER and ORA COATES SNYDER, husband and wife, for and in consideration of the sum of One Dollar and other valuable consideration to them in hand paid, hereby grant unto the TOWN OF CATHLAMET, a municipal corporation of the State of Washington, a perpetual right-of-way and easement over and across the land hereinafter described for the purpose of clearing, trenching for, laying, constructing, maintaining, and repairing a pipe line for the sewer system of said Town; said land being described as follows: to-wit:

TO HAVE AND TO HOLD the same unto the said Town for the  
uses and purposes herein set out.

THE TOWN hereby covenants and agrees that all pipe shall be laid so that not less than 2.5 feet of ground shall cover said pipe, that in no event shall said pipe interfere with the proper cultivation of the described premises, and that in the construction, maintenance and repairing of said pipe line that it will cause no more damage than can be avoided.

IN WITNESS WHEREOF, the undersigned have executed this instrument this 3rd day of September, 1981.

Ora Coates Snyder

**HANIGAN & JOHNSON, Inc., P.S.,  
ATTORNEYS AT LAW  
P.O. Box 39—Hanigan Bldg.  
CATHLAMET, WASHINGTON 98612  
TELEPHONE 206-745-3494**

Town Sewer Easements  
Snyder  
Page 2

On this day personally appeared before me MARVIN C. SNYDER  
and ORA COATES SNYDER, husband and wife,  
to me known to be the individuals named in and who executed  
the within and foregoing instrument, and acknowledged that  
they signed the same as their free and voluntary act and  
deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 3rd day  
of September, 1981.

*Paul A. Johnson*  
Notary Public in and for the State of Washington  
residing at Cathlamet, Washington

HANIGAN & JOHNSON, Inc., P.S.  
ATTORNEYS AT LAW  
P.O. Box 39—Hanigan Bldg.  
CATHLAMET, WASHINGTON 98612  
TELEPHONE 206-795-3494

PAGE

TOWN OF CATHLAMET, WASHINGTON  
SANITARY SEWER IMPROVEMENTS

Location: NW $\frac{1}{4}$  and SW $\frac{1}{4}$  of NW $\frac{1}{4}$  of Sec. 12, T.6 N., R.6 W., W.M.  
Deed Reference: Book 12, Page 28, Wahkiakum County  
Owner: Ora Coate Snyder

Descriptor of Right-of-Way Required

PARCEL I

SCHEDULE A - Permanent Utilities Easement

A strip of land, 25 feet in width abutting on the westerly boundary of that parcel of land described in Deed Record No. 16093 on page 28 of Book 12 of the Deed Records of Wahkiakum County, State of Washington, extending from the northerly boundary of said parcel of land in a southerly direction a distance of 138 feet, more or less, when measured along the easterly boundary from the northeast corner of said parcel of land.

SCHEDULE B - Temporary Construction Easement

A strip of land, 10 feet in width, abutting on the westerly and southerly sides of Schedule A.

PARCEL II

SCHEDULE A - Permanent Utilities Easement

A strip of land, 25 feet in width, lengthening and shortening to make a continuous strip to boundaries, lying 12.5 feet on each side of the following described centerline:

Beginning at a point in the easterly boundary of that parcel of land described in Deed Record No. 16093 on page 28 of Book 12 of the Deed Records of Wahkiakum County, State of Washington, which point lies North, 14.0 feet, more or less, from the southwest corner of that parcel of land owned by Ora Coates Snyder and described in Deed Record No. 15130 on page 94 of Book 11 of said Deed Records of Wahkiakum County, thence proceeding N. 63° 00' W., 41 feet, more or less, to a point, thence North, 124 feet, more or less, to a point, thence N. 63° 00' W., 46 feet, more or less, to a point, which point lies 163 feet, more or less from the southwest corner of said parcel of land.

SCHEDULE B - Temporary Construction Easement

A strip of land, 20 feet in width, abutting on the northerly and easterly sides of Schedule A.

## EXHIBIT A

Page 2

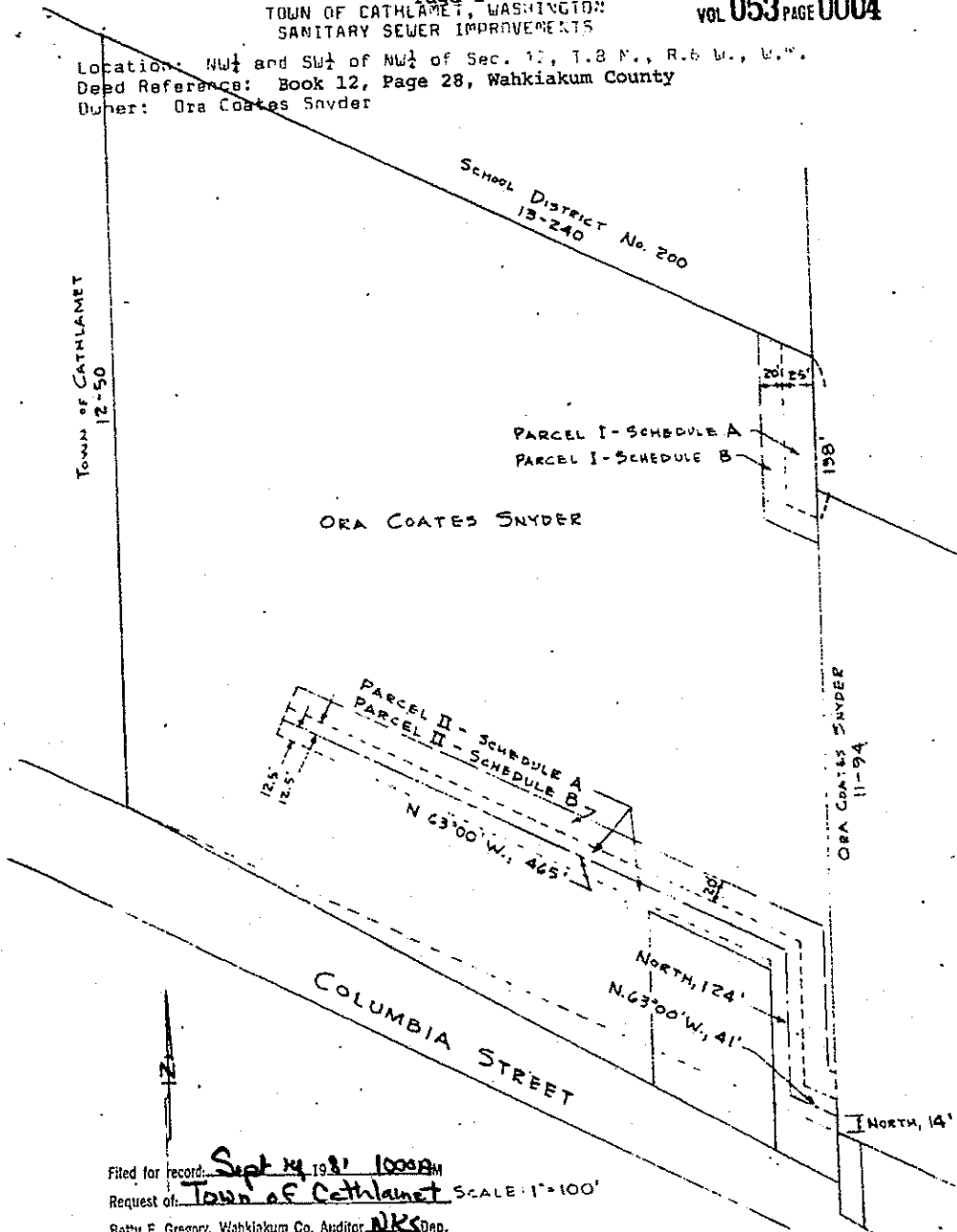
33806

A-5

TOWN OF CATHLAMET, WASHINGTON  
SANITARY SEWER IMPROVEMENTS

VOL 053 PAGE 0004

Location: NW $\frac{1}{4}$  and SW $\frac{1}{4}$  of NW $\frac{1}{4}$  of Sec. 12, T.8 N., R.6 W., W.W.  
Deed Reference: Book 12, Page 28, Wahkiakum County  
Owner: Ora Coates Snyder



Filed for record: Sept 14, 1981 1000AM  
Request of: Town of Cathlamet SCALE: 1"=100'  
Betty E. Gregory, Wahkiakum Co. Auditor NKS Dep.

DRIVEWAY EASEMENT

The Grantor, ORA COATES SNYDER, a married woman dealing in her sole and separate property, for and in consideration of the sum of One Dollar (\$1.00) and other valuable consideration to her in hand paid, conveys [REDACTED] to ROBERT D. OHRBERG, JR. and TERESE A. OHRBERG, husband and wife, and FREDERICK E. WATKINS and MARY ANNE WATKINS, husband and wife, a driveway easement for the purpose of ingress and egress to the properties of the Grantees, to and from the Jacobsen County Road, as said driveway presently exists, to run with the land of the Grantees, over and across the following described property, to-wit:

That portion of the East One-half of the JAMES BIRNIE DONATION LAND CLAIM in the Northwest Quarter of Section Twelve (12), Township Eight (8) North, Range Six (6) West of the Willamette Meridian, described as follows, to-wit:

Beginning at a point East 1,320 feet and South 960 feet from the Northwest corner of said Section Twelve (12); thence North 63° West, 16 feet to a point on the West right-of-way line of Jacobson Road; thence South 353.8 feet along said right-of-way line to the Southeast corner of that certain tract heretofore contracted for sale to Joseph A. Murphy by contract filed for record under Auditor's File No. 34484, in Volume 56 of Deeds & Mortgages, page 9, records of Wahkiakum County, Washington and the true point of beginning; thence North 63° West along the South line of said Murphy tract and the South line of that certain tract contracted for sale to Frederick A. Watkins, et. ux., by contract filed for record under Auditor's File No. 28666, in Volume 37 of Deeds & Mortgages, page 575, records of Wahkiakum County, Washington, 250 feet; thence South 40 feet; thence South 63° East, 250 feet a portion being along the North line of that certain tract conveyed to Robert D. Ohrberg, Jr. by deed recorded under Auditor's File No. 35734, in Volume 61 of Deeds & Mortgages, page 20, records of Wahkiakum County, Washington, to a point on the West right-of-way line of said Jacobson Road, 40 feet South of the true point of beginning; thence North along said right-of-way line 40 feet to the true point of beginning.

Situate in the County of Wahkiakum, State of Washington.

SUBJECT TO:

1. The Grantor reserves for herself the right to use said driveway in common with the Grantees and others without obligation for any expense of maintenance, said reservation to run with the lands of the Grantor.
2. The Grantees, by acceptance of this easement acknowledged by its being recorded, agree to indemnify and hold harmless the Grantor from any liability relative to the use or maintenance of said easement.
3. That either or both parties may grant rights in and to the area of said driveway for public or private utility purposes,

GEORGE F. HANIGAN, P.S.  
ATTORNEY AT LAW  
68 Main Street-Hanigan Bldg.  
P.O. Box 39  
CATHLAMET, WASHINGTON 98612  
Telephone 206-795-3494  
PAGE 1 of 2

1 Driveway Easement  
2 Snyder-Ohrberg, et.al.

3 to be located underground, including but not limited to water,  
4 electricity, telephone and cablevision.

5 4. The Grantees shall prevent obstruction of said driveway,  
6 leaving the same open for the use and peaceful enjoyment of  
7 the Grantees and the Grantor.

8 5. This easement shall run with the lands of the respective  
9 parties and is not to be construed to be personal to them.

10 DATED this 13th day of January, Nineteen Hundred and  
11 Eighty Seven.

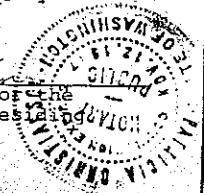
12 Ora Coates Snyder  
13 Ora Coates Snyder

14 STATE OF WASHINGTON )  
15 ) ss.  
16 County of Wahkiakum )

17 On this day personally appeared before me ORA COATES SNYDER,  
18 to me known to be the individual described in and who executed  
19 the within and foregoing instrument, and acknowledged that she  
20 signed the same as her free and voluntary act and deed, for the  
21 uses and purposes therein mentioned.

22 GIVEN under my hand and official seal this 13th day of  
23 January, Nineteen Hundred and Eighty Seven.

24 Patricia Christensen  
25 NOTARY PUBLIC in and for the  
26 State of Washington, residing  
27 at Cathlamet.



30 Filed for record: Jan 13, 1987 11:50 AM

31 Request of: Geo F Hanigan

32 Betty E. Gregory, Wahkiakum Co. Auditor Dep.

GEORGE F. HANIGAN, P.S.  
ATTORNEY AT LAW  
68 Main Street-Hanigan Bldg.  
P.O. Box 39  
CATHLAMET, WASHINGTON 98612  
Telephone 206-795-3494



Return after recording to:  
Hanes-Zoller, JV  
415 E Mill Plain Blvd  
Vancouver, WA 98660

## DECLARATION OF COVENANTS AND RESTRICTIONS COLUMBIA RIDGE ESTATES

**COLUMBIA RIDGE ESTATES PHASE ONE**, including lots designated "RV Storage" and Existing Building", Book C of Plats, pages 22a & 22b, Wahkiakum County Washington. A portion of Wahkiakum Tax parcel 120806-210018.

**HOME OWNER ASSOCIATION:** All owners of record in any Columbia Ridge Estates Subdivision lot, hereafter referred to as CRE, shall be a member of Columbia Ridge Estates Home Owners Association. Each owner shall have one association vote for each lot owned. The association may approve any changes hereto including the formation of a formal entity. All changes shall require simple majority vote of 51% until 50% of all lots have been sold by declarant, after date a super majority vote of 75% of lot owners shall be required for any changes. Any owner or declarant may call a formal meeting with a written notice signed by 5 or more lot owners and mailed to all owners 30 days prior to said meeting date with full description of location and reason for said meeting.

**DECLARANT:** the declarant is Hanes-Zoller Joint Venture and related parties or as said rights are assigned to another developer in succession, thereof.

**INTERIM CONDITONS:** Until a formal association is formed the declarant /developer shall be responsible for daily decisions and maintenance issues at their sole discretion and may set dues and assessments provided they continue to own 75% or more of all legal votes. Dues may not be increased more than 30% in any 12 month period without membership vote.

1. **LAND USE AND BUILDING TYPE and SETBACKS:** CRE shall be limited to all uses as permitted by the current municipal zoning code and ordinance of the city of Cathlamet, Washington or as initially designed or determined by the original declarant. No building shall be erected, altered, placed, or permitted to remain on any lot other than one detached single family dwelling together with a private detached or attached garage or non-living storage building. All structures must conform to the applicable municipal regulations and the current MHP ordinance, and are compatible in design or decoration with neighboring lots. Set backs shall be as follows: all structures attached or unattached shall be 15 feet from any existing structure on a neighboring lot as defined in the City of Cathlamet MHP ordinances or as may be modified by same. When allowed or conditionally approved by the City ordinance CRE shall restrict structures from being closer than 5 feet from a property with the exclusion of original declarant or successor declarant or structure originally placed or approved by declarant.

2. **EXTERIOR WALL CONSTRUCTION and COLORS:** Conventional residential siding on all exteriors of home is required. No aluminum or steel siding or roofing allowed Exterior colors shall be non-obtrusive pastels (a soft, pale shade of color). All exterior color changes or major alterations from the original home must be by HOA approval.

3. **ROOFING MATERIAL:** Roofing material shall be a minimum 25 year three-tab composition non-obtrusive shades and blends.

4. **BUILDING LOCATION:** No building shall be located on any lot with respect to set-back from front, side and rear lot lines, except in conformity with the planning regulations and requirements of the municipal government having jurisdiction within the area in which this subdivision is located.

5. **FENCES:** No fence or hedge on any lot boundary line shall exceed six (6) feet in height above the grade on which it is situated, and no fence shall be situated forward of the home or as determined by the then current applicable municipal set-back regulations if any should apply. All fences must be by HOA or declarant approval.

6. **ROADWAYS, COMMON AREA, EASEMENTS and MAINTENANCE:** All existing roads and sidewalks and common areas shall be designated as ingress and egress easements for the benefit and use of all existing lot owners and shall allow for the installation of utilities, drainage facilities, and common landscaping as shown on the plat recorded of record for CRE. The area included in said easements shall be maintained at the expense of all common owners of CRE and the HOA herein described. Those lots bordering the existing RV Storage lot and building shall be subject to a five foot access easement along an adjoining RV Storage lot line. Said easement is exclusively for access to maintain the RV building and for no other reason. Declarant and or assigns retain an equal right of ingress and egress and utilities over existing roadways and access for future development of Phase 2 and any discretionary uses.

7. **NUISANCES:** No noxious or offensive activity shall be carried on or upon any lot nor shall anything be done thereon which may become an annoyance or nuisance to the neighborhood. Yards and grounds shall be maintained at all times. No utility trailers, travel trailers, motor-homes, boats, or other recreational vehicles shall be storage-parked on site except as may be fully contained in the individuals garage, or, as stored in the RV storage facility.

No permanent basketball hoops or other recreational equipment shall be placed permanently within any of the roadways or sidewalks and temporary sports equipment shall be removed when not in use more than 48 hours. All rubbish, trash, and garbage shall be stored in appropriate containers and shall regularly be removed from the lot and shall not be allowed to accumulate thereon, or, stored within street view.

8. **SIGNS:** No sign of any kind shall be erected, maintained or displayed to the public view on any lot, except; a professional created sign not larger than 18 x 24 inches advertising the property for sale or rent, except; signs used by the developers or a builder to advertise the property. This restriction, however, shall not be construed to prohibit ornamental plates designating the name of the resident or the owners thereof.

9. **EXISTING STRUCTURES:** No additional structures shall be allowed except for the home and one attached or detached matching garage and all utility buildings must be approved by HOA or declarant.

10. **ANIMALS:** No animals, livestock or poultry of any kind will be raised, bred or kept on any lot, except that not more than 2 household pets of less than 60 lbs may be kept provided that they are not permitted to cause damage, constitute a nuisance, and run at large in the neighborhood. No chains, ropes, or cables shall be permitted. Pets will be restricted to the owner's lot and must be leashed and city licensed during all other times.

11. **OVERHEAD ANTENNAS:** No antennas of any kind except for local TV or radio station receiver antennas. No satellite dishes or similar devices larger than twenty-four (24) inches.

12. **EXTERIOR MAINTENANCE AND LANDSCAPE:** Street frontage landscaping shall be required and maintained by the lot owner. Rear and side yards, as well as the exterior of the home, shall be maintained by lot occupant or tenant. In the event that homeowner or tenant fails to maintain lot and exterior of home in a reasonable fashion as determined by the HOA and the HOA may make necessary corrections at owners or tenants expense.

13. **ENFORCEMENT:** The failure on the part of any party affected by these restrictions at any time to enforce any of the provision hereof shall in no event be deemed a waiver thereof, nor shall the invalidation of any of said reservations conditions, agreements, covenants and restrictions by judgement of court order affect any of the other provisions hereof, which shall remain in full force and effect. The declarant or HOA shall have the full right of law to enforce these conditions and restrictions by any legal means of choice.

Any home or improvements originally constructed or installed by declarant shall be deemed appropriate and

thereby approved. Alterations thereafter shall be by approval of HOA. Declarant, or assigns, maintains the right to alter or change these covenants and restrictions as he may deem appropriate or until a formal HOA has been approved by a 75% majority and a legal entity is formed.

All conditions and restrictions herein stated shall be superceded and enforceable city of Cathlamet MHP ordinance of record or other related municipal ordinances of record.

**14. ASSIGNMENT AND INDEMNIFICATION:** Individual homes may be rented or sold; however, it is the original owner's obligation to advise the successor of HOA covenants and restrictions. The owner of record or in succession shall be responsible accordingly. Any sale or transfer of a home shall require compliance hereto. The homeowner of record agrees to name declarant or HOA as additional insured in the case of personal injury or any liability related to their tenancy; and to defend same accordingly.

**15. ATTORNEY'S FEES:** Should any suit or action be instituted by any of party affected by these restrictions to enforce any of these reservations, conditions, agreements, covenants, and restrictions, or to retrain the violation of any thereof after demand for compliance therewith, or for the cessation of such violation, and failure to comply with such demand then and in either of said events and whether such suit or action be reduces to decree or not, the party instituting such sum as the court may adjudge reasonable attorney fees in such suit or action, or appeal thereof, in addition to statutory costs and disbursement.

**16. ASSEMENTS AND DUE:** Any funds collected from members shall be deposited in to a HOA bank account and be available for owner's inspection and review on request. All funds collected shall be used for the services and benefit of the CRE members and related property expenses and improvements. This shall include related off site issues as required to maintain the integrity of the CRE.

Initial dues shall be \$20 per lot per month for all occupied lots. HOA dues shall begin 30 days after initial legal or physical occupancy of a CRE lot, April 30, 2004, thereafter. A late charge of \$5 shall accrue for the first 30 days delinquent and \$10 per month thereafter.

**17. EXCLUSIONS:** the RV storage lot shall be part of the CRE HOA and shall be subject to all related restrictions and conditions of use except for use and construction design conditions. Dues and special assessments for the RV storage facility shall be calculated at a rate of 4 times the current rate of a single lot and shall have 4 voting shares.

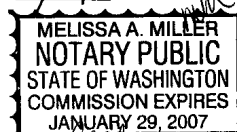
**18. LEGAL DESCRIPTION:** These conditions and restrictions shall be binding for the property known as:  
*Columbian Ridge Estates Phase 1, lots 1-32 and RV storage lot, City of Cathlamet, Wahkiakum County, Washington State.*

**19. RECORDING:** These covenants shall be binding on all lots and successors in title and recorded in county records.

Declarant:

  
Mark Zoller, President Crown Equities, Inc  
Managing Partner for Hanes-Zoller Joint Venture

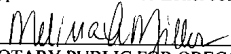
Dated 4/26/04



STATE OF WASHINGTON  
) ss.  
County of Clark

This instrument was acknowledged before me on this 26 day of April, 2004, by Mark Zoller, as president of Crown Equities Inc, and Managing partner for of Hanes-Zoller Joint Venture.

W-11744

  
NOTARY PUBLIC FOR OREGON WA  
My Commission Expires: 1/29/07

WHEN RECORDED RETURN TO: Denice Cook, Pres., 220 Lazy Road, Longview, WA 98632

DOCUMENT TITLE(S)

Amended and Restated Declaration of Covenants, Conditions and Restrictions for Columbia Ridge Estates dated September 1, 2011.

REFERENCE NUMBER(S) OF DOCUMENTS ASSIGNED OR RELEASED

2007406, Page: 1 of 3, 04/30/2004, Wahkiakum Co.

GRANTOR:

Columbia Ridge Estates Homeowners Association

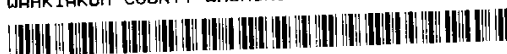
GRANTEE:

Columbia Ridge Estates Homeowners Association

ABBREVIATED LEGAL DESCRIPTION:

Columbia Ridge Estates Phase One, including lots designated "RV Storage" and Existing Building", Book C of Plats, pages 22a&22b, Wahkiakum County and Phase Two Lots 1,2,3,4,5,6,8,11,13. A Portion of Wahkiakum Tax Parcel 120806-210018.

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**AMENDED AND RESTATED DECLARATION  
OF COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR COLUMBIA RIDGE ESTATES**

**ARTICLE 1  
DEFINITIONS**

**1.1. "Architectural Review Committee" or "ARC"** shall refer to the Board of Directors unless the Board has appointed a separate body to carry out the functions described in Article 6 in which case "ARC" shall refer to this body.

**1.2. "Articles"** shall mean the Articles of Incorporation for the non-profit corporation, Columbia Ridge Estates Homeowners Association.

**1.3. "Association"** shall mean and refer to Columbia Ridge Estates Homeowners Association, its successors and assigns.

**1.4. "Board" or "Board of Directors"** shall mean the appointed or elected body of the Association, as applicable, having its normal meaning under Washington law.

**1.5. "Bylaws"** shall mean and refer to the Bylaws of the Association.

**1.6. "Common Area"** shall mean and refer to any areas of land shown on the Plat of the Property, including any improvements thereon, which are intended to be devoted to the common use and enjoyment of the members of the Association, and areas outlined herein as the maintenance responsibility of the Association.

**1.7. "Declaration, or CCR"** shall mean the covenants, conditions, restrictions, and all other provisions set forth in this Declaration of Covenants, Conditions and Restrictions.

**1.8. "General Common Expenses"** shall mean those Common Area expenses incurred by the Association for the benefit of all of the Owners of the Lots within the Property. Such definition shall also apply to the words "Common Expenses" as used in this Declaration.

**1.9 "Home"** shall mean and refer to any portion of a structure situated on a Lot designed and intended for use and occupancy as a residence by a single family or household.

**1.10. "Lot"** shall mean and refer to any plot of land indicated upon the recorded Plat map of the Property or any part thereof creating individual Home sites. These do not include Common Areas and areas deeded to a government authority or utility.

**1.11. "Members"** shall mean and exclusively refer to the Owners of Lots in Columbia Ridge Estates and who are members of the Association.

**1.12. "Occupant"** shall mean and refer to the occupant of a Home who shall be the Owner, lessee or any other person authorized by the Owner to occupy the premises, and occupies any portion of a Home.

**1.13. "Owner"** shall mean and refer to the record Owner, whether one or more persons or entities, of the fee simple title to any Lot or a purchaser in possession under a land sale contract. The foregoing does not include persons or entities that hold an interest in any Lot merely as security for the performance of an obligation.

**1.14. "Columbia Ridge Estates"** shall mean the real property described on the recorded Plat of Columbia Ridge Estates Phase I and Columbia Ridge Estates Phase II and all future phases

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**1.15. "Plat"** shall mean and refer to the recorded Plat of Columbia Ridge Estates Phase I and Columbia Ridge Estates Phase II, and any future Phases.

**1.16. "Property"** shall mean and refer to all real property described on the Plat and any annexations of additional property.

**1.17. Rules and Regulations"** shall mean and refer to the documents containing rules and regulations and policies adopted by the Board of the Association or the architectural Review Committee ("ARC") and as may be from time to time amended by the Board or ARC.

**1.18. "RV and Mini storage facility".** Shall mean existing storage facility as identified on the plat of record. Permitted for commercial storage use by the HOA.

## **ARTICLE 2**

### **PROPERTY SUBJECT TO THIS DECLARATION**

**2.1. The real property** which is and shall be held, transferred, sold, conveyed and occupied subject to this Declaration is located in Wahkiakum County, Washington, and depicted on the Plat.

## **ARTICLE 3**

### **OWNERSHIP AND EASEMENTS**

**3.1. Non-Severability.** The interest of each Owner in the use and benefit of the Common Area shall be appurtenant to the Lot owned by the Owner. No Lot shall be conveyed by the Owner separately from the interest in the Common Area, subject to the provisions of Section 3.3. Any conveyance of any Lot shall automatically transfer the right to use the Common Area without the necessity of express reference in the instrument of conveyance.

**3.2. Ownership of Lots.** Title to each Lot in Columbia Ridge Estates shall be conveyed in fee to an Owner. If more than one person and/or entity owns an undivided interest in the same Lot, such person and/or entities shall constitute one Owner.

**3.3. Ownership of Common Areas and Private Streets.** Title to the Common Areas and Private Streets shall be vested in the Association. The Board of Directors may convey title to any present or future Common Area Tract(s), if any, to a City, County or other Government agency.

**3.4. Easements.** Individual deeds to Lots may, but shall not be required to, set forth the easements specified in this Article.

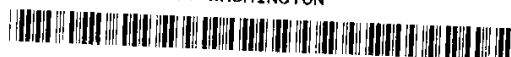
**(a) Easements on Plat.** The Common Area and Lots are subject to the easements and rights of way shown on, or noted, on the Plat.

**(b) Easements for Common Area.** Every Owner shall have a nonexclusive right and easement of use and enjoyment in and to the Common Area, which shall be appurtenant to and shall pass with the title to every Lot.

**(c) Additional Easements.** Notwithstanding anything expressed or implied to the contrary, this Declaration shall be subject to all easements granted by

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Declarant for the installation and maintenance of utilities and drainage facilities necessary for the development of Columbia Ridge Estates. No structure, planting or other material shall be placed or permitted to remain within any easement area or common Areas which may damage or interfere with the installation or maintenance of utilities, or which may change the direction of flow of drainage channels in the easements, or which may obstruct or retard the flow of water through drainage channels in the easements.

**(d)** The easement area of each Lot and all improvements thereon shall be maintained continuously by the Owner of the Lot, except for those improvements for which a public authority, utility company or the Association is responsible.

**(e) Association's Easements.** There are hereby reserved to the Association and its duly authorized agents and representatives such easements as are necessary to perform the duties and obligations of the Association set forth in this Declaration, the Bylaws and Articles, as the same may be amended or supplemented.

**(f) Easement to Governmental Entities.** There is hereby reserved and granted a non-exclusive easement over the Common Area to all governmental and quasigovernment entities, agencies, utilities, and their agents for the purposes of performing their duties within Property.

#### **ARTICLE 4 LOTS AND HOMES**

**4.1. Residential Use.** Lots shall be used for residential purposes, except the existing RV storage facility, as identified on the recorded plat, which shall permit the storage of RVs and other Mini storage" uses and shall carry the equivalent of four (4) membership votes. Except with the consent of the Board of Directors of the Association, no trade, craft, business, profession, commercial or similar activity of any kind shall be conducted on any Lot, nor shall any goods, equipment, vehicles, materials or supplies used in connection with any trade, service or business be kept or stored on any Lot. The parking on a Lot of a vehicle bearing the name of a business shall not, in and of itself, constitute a violation of this provision.

#### **4.2. Exterior of Home.**

**(a). Exterior Colors:** All homes must be constructed or modified with conventional residential siding. No aluminum or steel siding or roofing is allowed on any home. Colors shall be non-obtrusive and must be approved by the Board or ARC.

**(b). Roofs:** Roofing material shall be a minimum 25 year three-tab composition non-obtrusive shade or blend. All roof replacements must be approved by the Board or ARC.

**4.3 Landscaping:** Landscape installation on Lot by Owners is subject to approval by the ARC. All landscaping on Lots shall be maintained by Owners in a good condition, including watering, weeding, pruning, fertilization, mowing and other forms of maintenance. If Owner fails to maintain said landscaping, the Association reserves the rights to perform the landscaping and charge the owner for any costs incurred

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**4.4 Owner Responsibility.** Owner shall be responsible for any violations by tenants and shall be solely responsible for either correcting or eliminating such violations or getting tenant to do same.

**4.5 Animals.** No animals, livestock or poultry of any kind shall be raised, bred, kept or permitted within any Lot other than a reasonable number of domestic household pets which are not kept, bred or raised for commercial purposes and which are reasonably controlled so as not to be a nuisance. Pets shall limited to two household pets of not more than 60lbs each. No chains, ropes, or cables shall be permitted. Pets are restricted to the owner's lot and must be leashed when outdoors and subject to all city ordinances.

**4.6. Nuisance.** No noxious, harmful or offensive activities shall be carried on upon any Lot or Common Area, nor shall anything be done or placed on any Lot or Common Area which interferes with or jeopardizes the enjoyment, or which is a source of annoyance to the other owners or Occupants.

**4.7. Signs.** No signs shall be erected or maintained on any Lot except that not more than one "For Sale" or "For Rent" sign placed by the Owner, Declarant or by a licensed real estate agent which is of standard, customary size.

**4. 8. Rubbish and Trash.** No Lot or part of the Common Area shall be used as a dumping ground for trash or rubbish of any kind. All garbage and other waste shall be kept in appropriate containers for timely and proper disposal, out of public view. Yard rakings, dirt and other material resulting from landscaping work shall not be dumped onto streets, the Common Areas or any other Lots.

**4.9. Fences and Hedges.** No fences or boundary hedges shall be installed without prior written approval of the ARC. Any fencing installed on Owner's Lots either by Owner, or by Declarant, will be Owner's maintenance responsibility. All fences that are Owner's responsibility are to be maintained in a condition acceptable to Board and ARC.

**4.10. Association Rules and Regulations.** The Board of Directors, from time to time, may adopt, modify or revoke Rules and Regulations governing the conduct of persons and the operation or use of Lots and Common Areas, as it may deem necessary or appropriate in order to assure the peaceful and orderly use and enjoyment of the property. A copy of any Rules and Regulations, upon adoption, amendment, modification or revocation thereof, shall be delivered by the Board of Directors promptly to each Owner and shall be binding upon all Owners and Occupants of all Lots upon the date of delivery or actual notice thereof. The method of adoption of such Rules and Regulations shall be provided in the Bylaws of the Association.

## **ARTICLE 5 COMMON AREA**

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**5.1 Use of Common Areas.** Use of Common Areas is subject to the provisions of the Declaration, Bylaws, Articles Plat and Rules and Regulations promulgated by the Board of Directors. There shall be no use of the Common Area except by Owners and their invitees. There shall be no obstruction of any part of the Common Area. Nothing shall be stored or kept in the Common Area. No alterations or additions to the Common Area shall be permitted without the prior written approval by the Board of Directors. Nothing shall be stored or kept in the Homes or Common Area, which will increase the rate of insurance on the Common Area without the prior written consent of the Board.

**5.2 Maintenance of Common Area.** The Association shall be responsible for maintenance, repair, replacement, and upkeep of the Common Area, including, but not by way of either limitation or inclusion, all drainage systems, landscaping, any entry monumentation, irrigation systems, benches, common area lighting not maintained by a public agency, fencing, pathways and any other Improvements that may be included in Common Area Tracts. The Association shall keep the Common Area and improvements thereon in good condition and repair, provide for all necessary services and cause all acts to be done which may be necessary or proper to assure the maintenance of the Common Area in first class condition.

**5.3 Alterations to Common Area.** Only the Association shall construct, reconstruct, or alter any improvement situated upon the Common Area, subject to the conditions of the Plat. A proposal for any construction of, or alteration, maintenance or repair to an improvement may be made at any meeting. A proposal may be adopted by the Board, subject to the limitations contained in this Declaration, the Bylaws and the Plat.

**5.4 Damage or Destruction of Common Area.** In the event any Common Area is damaged or destroyed by an Owner or any of his Occupants, guests, tenants, licensees, agents or members of his family in a manner that would subject such Owner to liability for such damage under Washington law, such Owner does hereby authorize the Association to repair such damage. The Association shall repair the damage and restore the area in workmanlike manner as originally constituted or as may be modified or altered subsequently by the Association in the discretion of the Board of Directors. The reasonable cost necessary for such repairs shall become a special assessment upon the Lot of the Owner who caused or is responsible for such damage.

## **ARTICLE 6 ARCHITECTURAL REVIEW COMMITTEE**

**6.1. Architectural Review.** No improvement shall be commenced, erected, placed or altered on any Lot until the construction plans and specifications showing the nature, shape, heights, materials, colors, and proposed location of the improvement have been submitted to and approved in writing by the ARC. It is the intent and purpose of this Declaration to assure quality of workmanship and materials and to assure harmony of exterior design with the existing improvements and landscaping. The ARC is not responsible for determining compliance with structural and building codes, solar



ordinances, zoning codes or other governmental regulations, all of which are the responsibility of the Lot Owners. The procedure and specific requirements for review and approval of construction may be set forth in design guidelines adopted from time to time by the ARC. Construction by the Declarant is presumed to have been approved and is thereby exempt from this review. In all cases, which the ARC consent is required by this Declaration, the provision of this Article shall apply.

**6.2. Architectural Review Committee.** Appointment and Removal. The ARC shall consist of three (3) members, as the Board may appoint from time to time.

**6.3. Majority Action.** Except as otherwise provided in this Declaration, a majority of the members of the ARC shall have the power to act on behalf of the ARC, without the necessity of a meeting and without the necessity of consulting the remaining member of the ARC. The ARC may render its decision only by written instrument setting forth the action taken by the members consenting thereto.

**6.4. Duties.** The ARC shall consider and act upon the proposals and/or plans submitted pursuant to this Article. The ARC, from time to time and at its sole discretion, may adopt architectural rules, regulations and guidelines. The Architectural Standards shall interpret and implement the provisions of this Declaration for architectural review and guidelines for architectural design, placement of buildings, color schemes, exterior finishes and materials and similar features which may be used in Property; provided, however that the Architectural Standards shall not be in derogation of the minimum standards established by this Declaration.

**6.5. ARC Decision.** The ARC shall render its approval or denial decision with respect to the construction proposal within thirty (30) working days after it has received all material required by it with respect to the application. All decisions shall be in writing. In the event the ARC fails to render its decision of approval or denial in writing within thirty (30) days of receiving all material required by it with respect to the proposal, the application shall be deemed approved. Approval by the ARC does not imply government approval which is solely the responsibility of the Owner.

**6.6. ARC Discretion.** The ARC may, at its sole discretion, withhold consent to any proposed work if the ARC finds the proposed work would be inappropriate for the particular Lot or incompatible with the design standards that the ARC intends for the Property. Consideration such as siting or location on the Lot, shape, size, color, design, height, solar access, or other effect on the enjoyment of other Lots or the Common Area, and any other factors which the ARC reasonably believe to be relevant, may be taken into consideration by the ARC determining whether or not to consent to any proposed work.

**6.7. Non-waiver.** Consent by the ARC to any matter proposed to it or within its jurisdiction shall not be deemed to constitute a precedent or waiver impairing the ARC's right to withhold approval as to any similar matter thereafter proposed or submitted to it for consent.

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**6.8. Appeal.** At any time after Declarant has delegated appointment of the members of the ARC to the Board of Directors pursuant to Section 6.2, any Owner adversely impacted by action of the ARC may appeal such action to the Board of Directors. Appeals shall be made in writing within ten (10) days of the ARC's action and shall contain specific objections or mitigating circumstances justifying the appeal. If the Board is already acting as the ARC, the appeal shall be treated as a request for a rehearing, but in such case the Board must actually meet and receive evidence and argument. A final, conclusive decision shall be made by the Board of Directors within fifteen (15) days after receipt of such notification. The determination of the Board shall be final.

**6.9. Effective Period of Consent.** The ARC's consent to any proposed work shall automatically be revoked three (3) months after issuance unless construction of the work has been commenced or the Owner has applied for and received an extension of time from the ARC.

**6.10 Determination of Compliance.** The ARC shall inspect from time to time all work performed and determine whether it is in substantial compliance with the approval granted. If the ARC finds that the work was not performed in substantial conformance with the approval granted, or if the ARC finds that the approval required was not obtained, the ARC shall notify the Owner in writing of the noncompliance. The notice shall specify the particulars of any noncompliance and shall require the Owner to take the necessary action to bring the work into compliance with the approved project.

**6.12. Liability.** Neither the ARC, the Board, their agents, nor any member thereof shall be liable to any Owner, Occupant, or builder for any damage, loss or prejudice suffered or claimed or claimed to be suffered arising from any action by the ARC or a member thereof or failure of the ARC or a member thereof, provided only that the member has acted in good faith in accordance with the actual knowledge possessed by him.

## **ARTICLE 7**

### **COLUMBIA RIDGE ESTATES HOMEOWNERS ASSOCIATION**

**7.1. Association Powers.** The Association shall be a non-profit, mutual benefit corporation established under the Washington Statutes and have all of the powers granted to it by said Statutes, including RCW 64.38.020.

**7.2. Members.** Each Owner shall be a mandatory member of the Association. Membership in the Association shall be appurtenant to, and may not be separated from, ownership of any Lot. Transfer of ownership of a Lot automatically transfers membership in the Association. Without any other act or acknowledgement, Occupants and Owners shall be governed and controlled by this Declaration the Articles, Bylaws, and Rules and Regulations and any amendments thereof. Ownership of a Lot shall be the sole qualification for being a Member in the Association.

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## **ARTICLE 8 FUNDS AND ASSESSMENTS**

**8.1 Purpose of Assessment.** The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety, and welfare of the Owners and Occupants of Lots, and for the improvement, maintenance, protection, administration and insurance of the completed Common Areas owned by the Association including, without limitation, private streets, private storm water facilities, water, sewer and drainage facilities, private utilities and lighting, other easements, payment of real property ad valorem taxes, and establishment and funding of a reserve fund. No individual structure insurance will be provided by Association.

**8.2 Common Expense Designations.** Common Expenses of the nature described in Section 9.1 which are to be, or are, incurred by the Association for the benefit of all of the Owners of Lots within the Property shall be separately budgeted for allocation among all such Owners and shall be designated as "General Common Expenses".

**8.3. Covenants to Pay.** Each owner covenants and agrees that each Lot will pay the Association the assessments and any additional charges levied pursuant to this Article.

**8.3. Basis of Assessments and Commencement of Assessments.** Assessments are to be levied against all Lots subject to this Declaration, or any Amendment and Annexation document, after recordation, whether or not such Lots have been improved with a substantially completed Home. The method of determining the amount of assessments is described in Article 8 of the Bylaws.

**8.4. Annual Assessments.** Annual assessments for each fiscal year shall be established when the Board approves the budget for that fiscal year. Dues and assessments shall begin and be prorated as of the date the city issues an occupancy permit for a home on a lot. Vacant lots, or homes under construction, shall not be subject to dues or assessments.

**8.5 Budget.** The annual budget for the Association shall be carried forth as described in Article 8 of the Bylaws.

**8.6 Allocation of Assessments.** The total amount in the General Association budget shall be charged equally against all occupied Lots. The existing "RV and Mini storage facility" shall be Considered equivalent of 4 "lots" when applying dues, special assessments and voting rights.

**8.7 Non-Waiver of Assessments.** If before the expiration of any fiscal year the Association fails to fix annual assessments for the next fiscal year, the annual assessments established for the preceding year shall continue until a new annual assessment is fixed.

### **8.5. Reserve Funds.**

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**(a) Reserve Fund for Replacing Common Area Improvements.** The Association shall in addition establish a reserve fund in the name of the Association for replacement, in whole or in part, of the Common Area and any improvements located in, on, or under the Common Area for which the Association is responsible pursuant to this Declaration, that will normally require replacement in more than three (3) and fewer than thirty (30) years. The reserve account need not include those items that could reasonably be funded from the maintenance fund. For purposes of funding the reserve fund, the Association shall impose an assessment to be called the "Reserve Fund Assessment" against each Lot, which assessment shall be spread equally over the Lots. The Board may borrow funds from the reserve account to meet high seasonal demands on the regular operating funds or to meet other temporary expenses. The Reserve Fund Assessment shall be based on the reserve study, and updates thereof, or other sources of reliable information. The Reserve Fund shall be kept separate from other funds and may be used only for the purposes for which reserves have been established as specified in this Section.

**(b) Reserve Study.** The Board of Directors shall annually conduct a reserve study, or review and update an existing study, of the Common Area components to determine the requirements of the reserve fund.

**8.6 Special Assessments.** The Board of Directors shall have the power to levy special assessments against an Owner or all Owners in the following manner for the following purposes:

- (a) Deficits in Operating Budget to correct a deficit in the operating budget, by vote of a majority of the Board;
- (b) Breach of Documents. To collect amounts due to the Association from an Owner for breach of the Owner's obligations under the Declaration, the Bylaws, or the Rules and Regulations, by vote of a majority of the Board;
- (c) Repairs. To make repairs or renovations to the Common Area if sufficient funds are not available from the operating budget or replacement reserve accounts by vote of a majority of the Board; or
- (d) Capital Additions. To make capital acquisitions, additions or improvements, by vote of at least seventy-five percent (75%) of all votes allocated to the Lots.

**8.7 Default in Payment of Assessments, Enforcement of Liens.**

**(a) Continuing Liability.** No Owner may waive, or otherwise exempt him/herself from liability for the assessments provided for herein, including, by way of illustration, but not limitation, abandonment of the Lot. No diminution or abatement of any assessment shall be claimed or allowed by reason of any alleged failure of the Association to take some action or perform some function required to be taken or performed by the Association under this Declaration or the Bylaws, or for inconvenience or discomfort arising from the making of repairs or improvements which are the responsibility of the Association, or from any action taken by the Association to comply with any law, ordinance, or with any order or directive of any municipal or other governmental authority, the obligation to pay assessments being a separate and independent covenant on the part of each Owner.

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**(b) Personal Obligation.** All assessments properly imposed under this Declaration or the Bylaws shall be the joint and several personal obligation of all Owners of the Lot to which such assessment pertains. In a voluntary conveyance (that is, one other than through foreclosure or a deed in lieu of foreclosure) the grantees shall be jointly and severally liable with the grantor(s) for all Association assessments imposed through the recording date of the instrument affecting the conveyance. A suit for a money judgment may be initiated by the Association to recover such assessments without either waiving or foreclosing the Association's lien.

**8.8 Application.** All payments shall be applied first to costs, then to late charges, then to interest and then to delinquent assessments.

**8.9 Re-Sale Certificates.** The Association shall, within five (5) days after receiving a written request therefore and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid. A properly executed certificate of the Association as to the status of assessments on a Lot shall be binding upon the Association as of the date of issuance.

**8.10 Effect of Nonpayment of Assessments: Remedies of the Association.** Any assessments or installments thereof, which are not paid when due, shall be Delinquent. All assessments shall be the personal obligation of the Person who was the Owner of such Lot at the time the assessment(s) fell due. Each Owner shall be personally liable for the portion of each assessment coming due while the Owner of a Lot, and each grantee of an Owner shall be jointly and severally liable for such portion thereof as may be due and payable at the time of conveyance. Any assessment or installment thereof delinquent for a period of more than thirty (30) days shall incur a late charge and interest in an amount as the Board of Directors may from time to time determine. The Association shall cause a notice of delinquency to be given to any Owner who has not paid within thirty (30) days following the due date. If the assessment is not paid within fifteen (15) days after such delinquency notice, a lien, as herein provided, shall attach to such Owner's Lot. In the event that the assessment remains unpaid thirty (30) days after the delinquency notice, the Association may, as the Board of Directors shall determine, institute suit to collect such amounts and/or to foreclose its lien.

**8.11 Creation of the Lien.** Each Owner of any Lot, by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, covenants and agrees to pay to the Association (a) the initial assessment; (b) annual assessments; (c) special assessments; and (d) specific assessments against any particular Lot which are established pursuant to the terms of this Declaration, including, but not limited, to, reasonable fines as may be imposed in accordance with the terms of this Declaration. All such assessments, together with late charges and interest, costs, including, without limitation, reasonable attorney's fees actually incurred, shall be a charge on the Lot and shall be a continuing lien upon the Lot against which each assessment is made. Such lien shall be superior to all other liens and encumbrances on such Lot, except for (a)



liens for ad valorem taxes; or (b) liens for all sums unpaid on a first Mortgage or on any Mortgage to Declarant duly recorded in the land records and all amounts advanced pursuant to such Mortgage and secured thereby in accordance with the terms of such instrument. All other Persons acquiring liens or encumbrances on any Lot after this Declaration shall have been recorded in such records shall be deemed to consent that such liens or encumbrances shall be inferior to future liens for assessments, as provided herein, whether or not prior consent is specifically set forth in the instruments creating such liens or encumbrances. The lien provided for in this Article shall be in favor of the Association and shall be for the benefit of all other Owners. The association, acting on behalf of the Owners, shall have the power to bid on the Lot at any foreclosure sale or to acquire, hold, lease, mortgage, or convey the same.

**8.12 Interest; Fines; Late Fees; Penalties.** The Board in its reasonable discretion may from time to time adopt resolutions to set the rate of interest, and to impose late fees, fines and penalties on delinquent assessments or for violations of the provisions of this Declaration, the Bylaws, any Rules and Regulations, and any rules and regulations adopted by the ARC. The adoption of such impositions shall be communicated to all Owners in writing not less than thirty (30) days before the effective date by a notice mailed to the assessment billing addresses of such Owners. Such impositions shall be considered assessments which are lienable and collectible in the same manner as any other assessments.

**8.13 Association's Right to Rents/Receiver.** In any foreclosure suit by the Association with respect to such lien, the Association shall be entitled to collect reasonable rent from the defaulting Owner for the use of his Lot or shall be entitled to the appointment of a Receiver. Any default by the Owner in any provisions of the Declaration or Bylaws shall be deemed to be a default by the Owner of any mortgage to which the Owner is party or to which the Lot is subject.

## **ARTICLE 9 GENERAL PROVISIONS**

**9.1 Records.** The Board of Directors shall preserve and maintain minutes of the meetings of the Association, the Board and any committees. The Board of Directors shall also keep detailed and accurate financial records including individual assessment accounts of Owners, the balance sheet, and income and expense statements. Individual assessment accounts shall designate the name and address of the Owner or Owners of the Lot, the amount of each assessment as it becomes due, the amounts paid upon the account, and the balance due on the assessments. The minutes of the Association, the Board and committees, and the Association's financial records shall be reasonably available for review and copying by the Owners. A reasonable charge may be imposed by the Association for providing copies.

**9.2. Indemnification of Directors, Officers, Employees and Agents.** To the fullest extent allowed by applicable Washington law, the Association shall indemnify any Director, officer, employee or agent who was or is a party or is threatened to be made a

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party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (other than an action by the Association) by reason of the fact that he/she is or was a Director, officer, employee or agent of the Association or is or was serving at the request of the Association as a Director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by said person in connection with such suit, action or proceeding if he/she acted in good faith and in a manner he/she reasonably believed to be in, or not opposed to, the best interest of the Association, and, with respect to any criminal action or proceedings, had no reasonable cause to believe his conduct was unlawful. The termination of any action, suit or proceeding by judgment, order, settlement, conviction, or with a plea of nolo contendere or its equivalent, shall not of itself create a presumption that a person did not act in good faith and in a manner which he/she reasonably believed to be in, or not opposed to, the best interest of the Association, and with respect to any criminal action or proceedings, had reasonable cause to believe his conduct was unlawful. All persons who are ultimately held liable for their actions on behalf of the Association as a Director, officer, employee or agent shall have a right of contribution over and against all other Directors, officers, employees or agents and members of the Association who participated with or benefited from the acts which created said liability.

**9.3. Enforcement; Attorneys' Fees.** The Association and the Owners within the Property or any mortgagee on any Lot shall have the right to enforce all of the covenants, conditions, restrictions, reservations, easements, liens and charges now or hereinafter imposed by any of the provisions of this Declaration as may pertain specifically to such parties or owners by any proceeding at law or in equity. Failure by either the Association or by any Owner or mortgagee to enforce any covenant, condition or restriction herein contained shall in no event be deemed a waiver of their right to do so thereafter.

**9.4. Agreements.** Subject to the prior approval of Declarant (so long as Declarant owns any property for development and/or sale in the Property) all agreements and determinations, including settlement agreements regarding litigation involving the Association, all fully authorized by the Board of Directors shall be binding upon all Owners, their heirs, legal representatives, successors, assigns, and others having an interest in the Property or the privilege of possession and enjoyment of any part of the Property.

**9.5. Implied Rights.** The Association may exercise any right or privilege given to it expressly by this Declaration, the Bylaws, the Articles of Incorporation, any use restriction or rule, and every other right or privilege reasonably to be implied from the existence of any right or privilege given to it therein or reasonably necessary to effectuate any such right or privilege.

**9.6. Variances.** Notwithstanding anything to the contrary contained herein, the Board of Directors or its designee shall be authorized to grant individual variances from any of

Columbia Ridge Estates September 1, 2011

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03/29/2012 03:35:24 PM Page 13 of 18  
AMENDCOV DENICE COOK \$79.00  
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the provisions of this Declaration, the Bylaws and any rule, regulation or use restriction promulgated pursuant thereto if it determines that waiver of application or enforcement of the provision in a particular case would not be inconsistent with the overall scheme of development for the Property.

**9.7. Severability.** Invalidation of any one of these covenants, conditions or restrictions by judgment or court order shall not affect the other provisions hereof and the same shall remain in full force and effect for the duration of this document.

**9.8 Duration.** The covenants, conditions and restrictions of this Declaration shall run with and bind the land for in perpetuity, unless 100% of all owners agree to terminate.

**9.9 Amendment.** Except as otherwise provided in Section 11.8, and the restrictions set forth elsewhere herein, this Declaration may be amended at any time by an instrument approved by not less than seventy-five percent (75%) of the total votes for all Lots subject to this Declaration. Any amendment must be executed, recorded and certified as provided by law and a copy provided to all Owners of record within 30-days prior to the effective date of the amendment. Provided, however, that no amendment of this Declaration shall effect an amendment of the Bylaws or Articles without compliance with the provisions of such documents, and the Washington Non-Profit Corporation statutes.

**9.10 Acceptance of this Amendment and Restated Declaration** by a duly authorized vote, or signature endorsement, of 75% of the existing lot owners in Phase 1 of Columbia Ridge Estates, shall formally amend the existing CCR and obligate 100% of the members in all Phases of the Columbia Ridge Estates, and limited to voluntary acceptance by individual members in Phase 2. The approved Amended and Restated Declaration shall be recorded in the county records.

**9.11 Owners of all lots in Phase 2** shall become obligated to these Covenants and Restrictions voluntarily and shall run with the land in succession by individual and voluntary approval. Acceptance shall be recognized by their notarized signature attached to an accurate copy of the approved document and recorded against their lot(s) of ownership at the expense of the Association.

**9.12 With the exception of Phase II lot owners,** all additional phases shall be obligated by this recorded amendment, involuntarily, and without right of exception, with consent by the current deed owner of record as Declarant in Succession.

**9.13 The Association accepts all responsibility for common area repair and maintenance for all roads and common areas in all phases, existing or future, provided and subject to, Phase 2, and any future phase, has completed all common improvements to city standard and design.**

## **ARTICLE 10 APPROVAL AND RECORDING**

Columbia Ridge Estates September 1, 2011

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WAHIAKUM COUNTY WASHINGTON



10.1 The approval and recording of these Amended Covenants and the associated Bylaws will be by the affirmative vote of at least 75% of the membership and acknowledged by the signature attached hereto. The approval and signature of at least 24 members will constitute a super majority and be sufficient to amend the existing covenants and approve the incorporation of the Association together with the proposed Bylaws as presented at a duly called membership meeting.

10.2 The Board of Directors shall be responsible for collecting the signatures. Upon the receipt of at least 24 signatures the Board shall cause these Amended and Restated Covenants to be recorded against 100% of the lots in Phase 1 and all individual lots as acknowledged for Phase II. These Covenants shall run with the land and can only be altered or detached by a duly authorized vote of the Association membership.

10.3 The undersigned signatures represent the legal affirmative vote of the lot owner approving and committing to these Covenants; one vote per lot:

Columbia Ridge Estates, Phase 1:

Lot 1: \_\_\_\_\_  
Lot 2: \_\_\_\_\_  
Lot 3: Denise Cook (In's Coover)  
Lot 4: Denise Cook (In's Coover)  
Lot 5: Denise Cook  
Lot 6: Denise Cook  
Lot 7: Peter Beckers  
Lot 8: Denise Cook  
Lot 9: Denise Cook  
Lot 10: John J. J. J. J.  
Lot 11: Denise Cook  
Lot 12: Denise Cook  
Lot 13: Robert Chandler  
Lot 14: Denise Cook  
Lot 15: Denise Cook  
Lot 16: Denise Cook  
Lot 17: \_\_\_\_\_  
Lot 18: Denise Cook  
Lot 19: Carolyn Mitchell  
Lot 20: \_\_\_\_\_  
Lot 21: \_\_\_\_\_  
Lot 22: Denise Cook  
Lot 23: Denise Cook  
Lot 24: Denise Cook  
Lot 25: Denise Cook  
Lot 26: Denise Cook  
Lot 27: Denise Cook, Co-Mgr - Kathleen Hernandez  
Lot 28: \_\_\_\_\_  
Lot 29: \_\_\_\_\_  
Lot 30: Robert Chandler

Columbia Ridge Estates September 1, 2011

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AMENDCOV DENICE COOK \$79.00  
WAHIAKUM COUNTY WASHINGTON



Lot 31: \_\_\_\_\_  
Lot 32: Denise M. Parks  
Other: \_\_\_\_\_

RV Storage <sup>4</sup> lots as per plat description: \_\_\_\_\_

Agreement and acceptance by individual owners in Columbia Ridge Estates, Phase 2:

Lot 1: \_\_\_\_\_  
Lot 2: \_\_\_\_\_  
Lot 3: \_\_\_\_\_  
Lot 4: \_\_\_\_\_  
Lot 5: \_\_\_\_\_  
Lot 6: \_\_\_\_\_  
Lot 7: \_\_\_\_\_  
Lot 8: \_\_\_\_\_  
Lot 9: \_\_\_\_\_  
Lot 10: \_\_\_\_\_  
Lot 11: \_\_\_\_\_  
Lot 12: \_\_\_\_\_  
Lot : \_\_\_\_\_  
Lot : \_\_\_\_\_

Agreement and acceptance by Declarant as the remainder of unimproved development of Columbia Ridge Estates future phases:

Owner: \_\_\_\_\_

**These Covenants are Witnessed and Acknowledged by:**

\_\_\_\_\_  
Denice Cook, President, Columbia Ridge Estates

State of \_\_\_\_\_ }  
\_\_\_\_\_  
}ss  
County of \_\_\_\_\_ }

On this day personally appeared before me Denice Cook as the President of Columbia Ridge Estates Home Owner's Association, described in and who executed the foregoing instrument, and acknowledged to me that she signed as her free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal this \_\_\_\_\_ day of \_\_\_\_\_.

\_\_\_\_\_  
Notary Public in and for the State of \_\_\_\_\_

Residing in \_\_\_\_\_

My commission expires \_\_\_\_\_

Columbia Ridge Estates September 1, 2011

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03/29/2012 03:35:24 PM Page 16 of 18  
AMENDCOV DENICE COOK \$79.00  
WAHIAKUM COUNTY WASHINGTON



Lot 31: \_\_\_\_\_  
Lot 32: \_\_\_\_\_  
Other: \_\_\_\_\_

RV Storage lots as per plat description:

*Loretta Patukas*

Agreement and acceptance by individual owners in Columbia Ridge Estates, Phase 2:

Lot 1: \_\_\_\_\_  
Lot 2: \_\_\_\_\_  
Lot 3: \_\_\_\_\_  
Lot 4: \_\_\_\_\_  
Lot 5: \_\_\_\_\_  
Lot 6: \_\_\_\_\_  
Lot 7: \_\_\_\_\_  
Lot 8: \_\_\_\_\_  
Lot 9: \_\_\_\_\_  
Lot 10: \_\_\_\_\_  
Lot 11: \_\_\_\_\_  
Lot 12: \_\_\_\_\_  
Lot : \_\_\_\_\_  
Lot : \_\_\_\_\_

Agreement and acceptance by Declarant as the remainder of unimproved development of Columbia Ridge Estates future phases:

Owner:

*Loretta Patukas*

These Covenants are Witnessed and Acknowledged by:

*N/A*

Denice Cook, President, Columbia Ridge Estates

State of WA }

}ss

County of King }

*Loretta Patukas*

*owner*

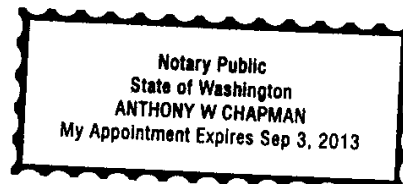
On this day personally appeared before me Denice Cook as the President of Columbia Ridge Estates Home Owner's Association, described in and who executed the foregoing instrument, and acknowledged to me that she signed as her free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal this 9<sup>th</sup> day of Feb 2012.

Notary Public in and for the State of WA

Residing in Kent

My commission expires 9-3-13



Columbia Ridge Estates September 1, 2011

2018401

03/29/2012 03:35:24 PM Page 17 of 18  
AMENDCOV DENICE COOK \$79.00  
WAHIAKUM COUNTY WASHINGTON



Lot 31: \_\_\_\_\_  
Lot 32: \_\_\_\_\_

Agreement and acceptance by individual owners in Columbia Ridge Estates, Phase 2:

Lot 1: Gene A. Olson  
Lot 2: Gene A. Olson  
Lot 3: Gene A. Olson  
Lot 4: Gene A. Olson  
Lot 5: Gene A. Olson  
Lot 6: Gene A. Olson  
Lot 7: \_\_\_\_\_  
Lot 8: Gene A. Olson  
Lot 9: \_\_\_\_\_  
Lot 10: \_\_\_\_\_  
Lot 11: Elham White  
Lot 12: \_\_\_\_\_  
Lot 13: Elham White  
Lot : \_\_\_\_\_

Agreement and acceptance by Declarant as the remainder of unimproved development of Columbia Ridge Estates future phases:

Owner: Elham White

**These Covenants are Witnessed and Acknowledged by:**

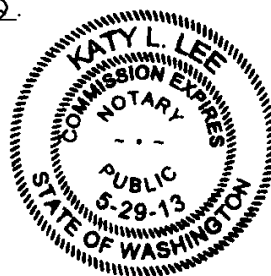
Denise Cook, Pres.  
Denise Cook, President, Columbia Ridge Estates

State of Washington }  
}ss  
County of Cowlitz }

On this day personally appeared before me Denise Cook as the President of Columbia Ridge Estates Home Owner's Association, described in and who executed the foregoing instrument, and acknowledged to me that she signed as her free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal this 28<sup>th</sup> day of March 2012.

Kate Lee  
Notary Public in and for the State of Washington  
Residing in Longview  
My commission expires May 29, 2013



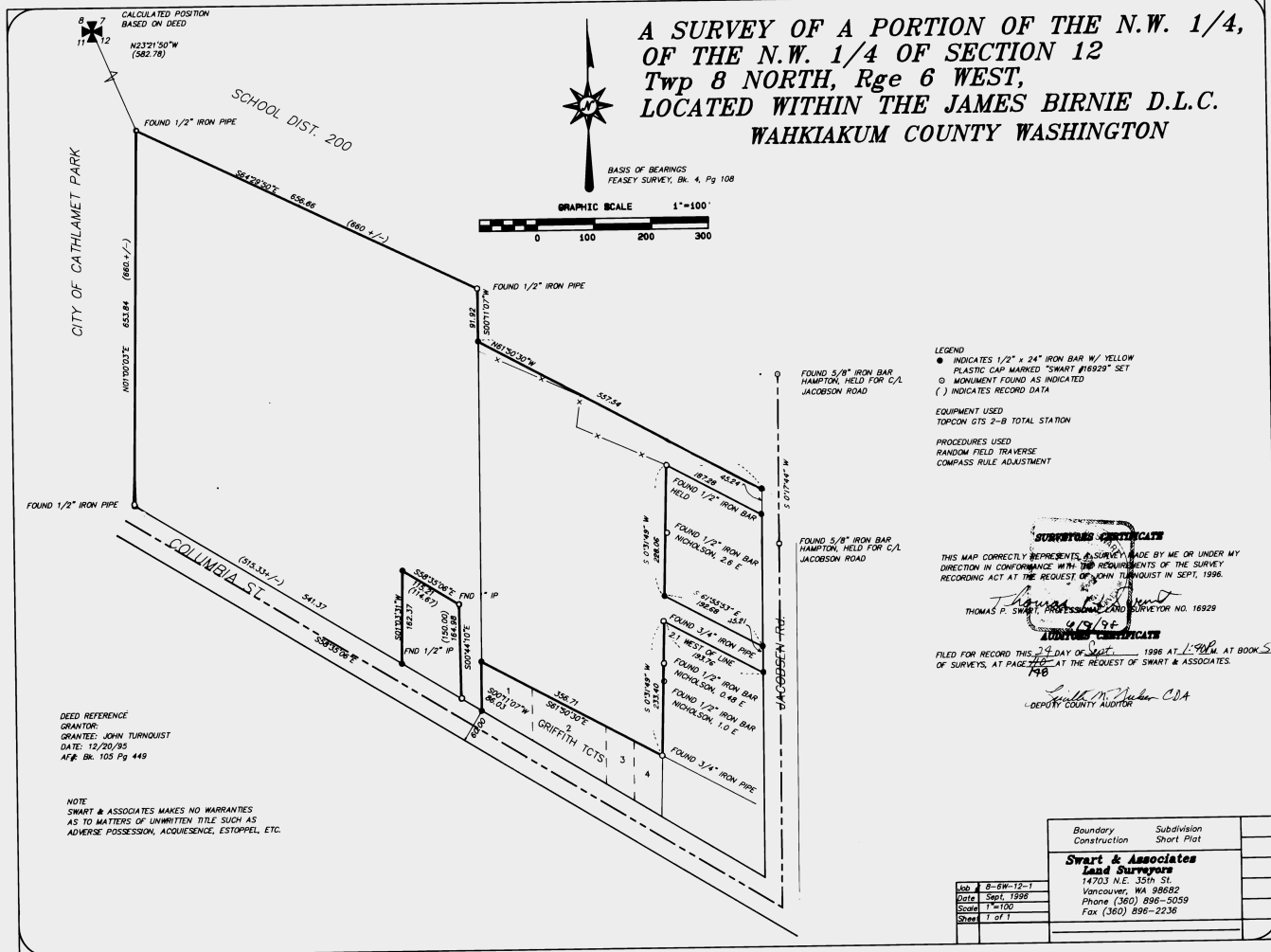
Columbia Ridge Estates September 1, 2011

2018401  
03/29/2012 03:35:24 PM Page 18 of 18  
AMENDCOV DENISE COOK \$79.00  
WAHIAKUM COUNTY WASHINGTON



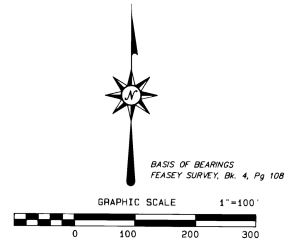
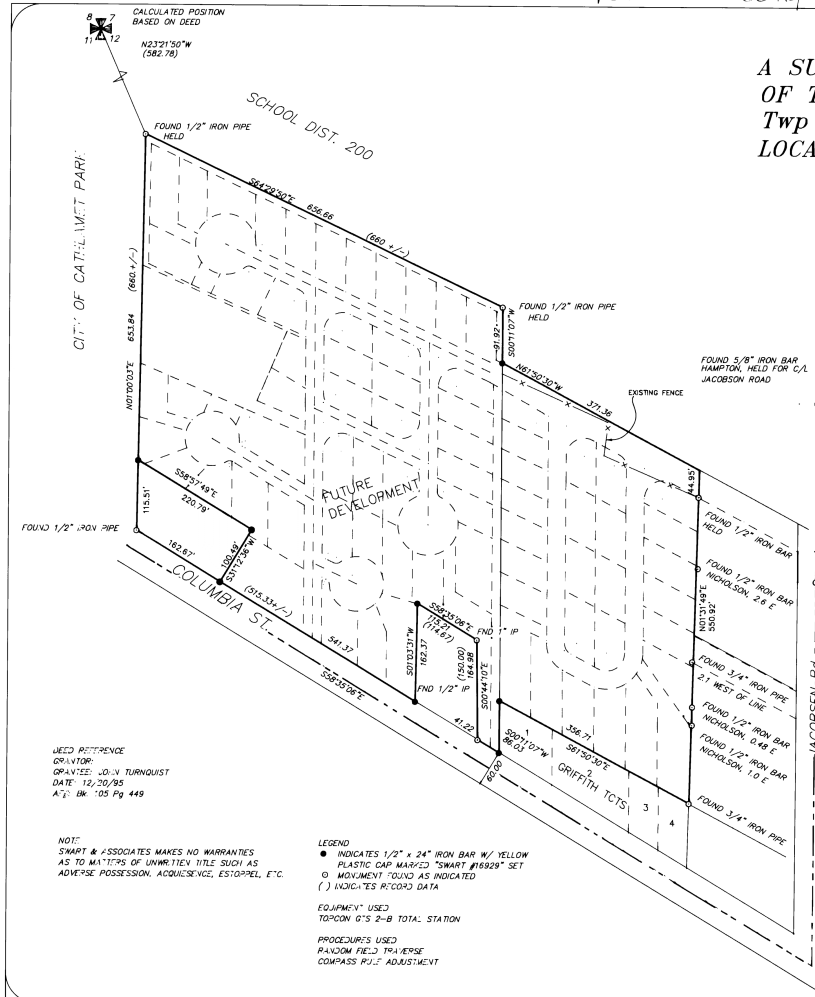
#46.615

BK 110 PG 14



Vol 119 20535

A SURVEY OF A PORTION OF THE N.W. 1/4,  
OF THE N.W. 1/4 OF SECTION 12  
Twp 8 NORTH, Rge 6 WEST,  
LOCATED WITHIN THE JAMES BIRNIE D.L.C.  
WAHKKIAKUM COUNTY WASHINGTON



SURVEYORS CERTIFICATE

THIS MAP CORRECTLY REPRESENTS A SURVEY MADE BY ME OR UNDER MY  
DIRECTION IN CONFORMANCE WITH THE REQUIREMENTS OF THE SURVEY  
RECORDING ACT AT THE REQUEST OF JOHN TURNQUIST IN MAR. 1998

THOMAS P. SWART, PROFESSIONAL LAND SURVEYOR NO. 16929

AUDITORS CERTIFICATE

FILED FOR RECORD THIS 09 DAY OF April, 1998  
AT 10:00 AM, AT BOOK 40  
OF SURVEYS, AT PAGE 46 AT THE REQUEST OF SWART & ASSOCIATES.

DEPUTY COUNTY AUDITOR

|                                                                                                                                                    |                           |
|----------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------|
| Boundary<br>Construction                                                                                                                           | Subdivision<br>Short Plat |
| <b>Swart &amp; Associates</b><br><b>Land Surveyors</b><br>14703 N.E. 35th St.<br>Vancouver, WA 98682<br>Phone (360) 896-5059<br>Fax (360) 896-2236 |                           |

Found brass cap in concrete

2 1  
11 12

FOR INFORMATION CONTACT  
COUNTY ENGINEER  
COUNTY REFERENCE NUMBER

# Columbia Ridge Estates Phase I

Page 1 of 2

TOWN ENGINEER

APPROVED: David J. Webb 9/6/01

TOWN ENGINEER DATE

TOWN OF CATHLAMET

APPROVED: Richard West 8/6/01

MAYOR DATE

ASSESSOR

This plot meets the requirements of R.C.W. 58.17.170 Laws of Washington, to be known as

Recorded in Volume \_\_\_\_\_ at Page \_\_\_\_\_  
In the county of Wahkiakum, State of Washington.

COUNTY ASSESSOR DATE

AUDITOR

Filed for Record this 06 day of August  
2001 in Book 3 of Plots at Page 022 A, B  
at the request of David J. Webb David J. Webb

Attested by Diane L. Tischen  
COUNTY AUDITOR

SURVEYOR'S CERTIFICATE

This map is a true and correct representation of  
lands actually surveyed by me or under my  
direction in conformance with the provisions of  
R.C.W. 58.17 Laws of Washington.

John G. Lawson 9/21/01  
WA PLS #11989 DATE

**LEGEND**

- Set 1/2" x 24" iron rod with yellow plastic cap stamped "LAWSON 11989"
- Found existing monument (as noted)
- Calculated point (not set)
- DLC Donation Land Claim

| LINE | BEARING     | DISTANCE |
|------|-------------|----------|
| L1   | N44°19'03"W | 10.57'   |
| L2   | N08°40'57"E | 30.00'   |
| L3   | N89°48'59"E | 18.08'   |
| L4   | N07°13'33"E | 31.58'   |

| CURVE | CHORD BRG.  | CHORD  | RADIUS   | DELTA     | ARC    |
|-------|-------------|--------|----------|-----------|--------|
| C1    | S81°13'28"E | 74.38' | 1000.00' | 84°15'45" | 74.33' |

BEARINGS BASED ON WEST LINE OF SUBDIVISION AS BEING S00°56'28"W

0 50 100 200

SCALE: 1" = 100'

Found 2" iron pipe 574°57'01"W 15.30' from calculated centerline point

Found 5/8" iron rod with cap L.S. 18007 474°57'01"E 15.30' from calculated centerline point

Found 1" iron pipe of old fence corner

Found and held 1/2" rebar (no cap) of old fence corner

Found 1" iron pipe held for line

36" dedicated with this plat to the City of Cathlamet

Centerline calculated from apparent traveled way

Apparent centerline

Notes:

- All private streets to be maintained by the lot owners of Columbia Ridge Estates.
- Easements are reserved over all private streets to the Town of Cathlamet for public water and sewer.

Field files were performed using a 1 second instrument. Traverses met the minimum standard designated in WAC 352-130-080 and was balanced using the compass rule adjustment. Monuments were tied on 12-01-2000 unless otherwise noted.

Field files were performed using a 1 second instrument. Traverses met the minimum standard designated in WAC 352-130-080 and was balanced using the compass rule adjustment. Monuments were tied on 12-01-2000 unless otherwise noted.

**SURVEY REFERENCES:**

- Swart Survey; Bk. 110, Pg. 14
- Swart Survey; Vol. 118, Pg. 535
- Ford Survey; Bk. 4, Pg. 4

**SURVEY REFERENCES:**  
1. Swart Survey: Bk. 110, Pg. 14  
2. Swart Survey: Vol. 119, Pg. 535  
3. Ford Survey: Bk. 4, Pg. 4

|                    |                       |                    |
|--------------------|-----------------------|--------------------|
| CALCULATED BY: JCL | DATE: 03/21/01        | JOB NO.: 00-063    |
| CHECKED BY: JCL    | DRAWING NAME: 00063U1 |                    |
| DRAWN BY: MCB      | SHEET 1 OF 2          | FILE NO.: 1208N06W |

APPROVED: David L. Vink 9/6/01  
TOWN ENGINEER DATE

APPROVED: Harold L. West 8/6/01  
MAYOR DATE

This plot meets the requirements of R.C.W.  
58.17.170 Laws of Washington, to be known as

---

Recorded in Volume \_\_\_\_\_ at Page \_\_\_\_\_  
In the county of Wahkiakum, State of Washington.

COUNTY ASSESSOR \_\_\_\_\_ DATE \_\_\_\_\_

Filed for Record this 08 day of August  
2001 in Book 3 of Pleds at Page 422 A, B  
at the request of Wanda Telle Fort Tellenture  
Attested by Diane L. Tischen  
COUNTY AUDITOR

This map is a true and correct representation of  
lands actually surveyed by me or under my  
direction in conformance with the provisions of  
R.C.W. 58.17 Laws of Washington.

John G. Lawson 3/21/2001  
JOHN G. LAWSON, PLS DATE  
WA PLS #11989



**LSE**  
**LAWSON SURVEYING  
 & ENGINEERING, INC.**  
 Building 12, Suite 1204  
 11815 NE 99th Street  
 Vancouver, WA 98682  
 Phone: (360) 256-8008

### MAINTENANCE OF PRIVATE ROADS

The owners and developers of this Subdivision are responsible for maintenance of all private roads within this Subdivision for a period of two (2) years from the date of recording of the Subdivision. Thereafter, each lot owner having access to a private road shall participate on an equal basis. No private road may be maintained by the county until the private road easement is recorded. All road easements shown are non-exclusive private road easements for ingress, egress and utilities.

### PUBLIC UTILITY EASEMENT

An easement is hereby reserved under and upon the exterior six (6) feet at the front and rear boundary lines and the exterior three (3) feet of side boundary lines of all lots for the laying, construction, renewing, operating, and maintaining electric, telephone, TV cable, and sanitary sewer services.



| CURVE | CURVE BKG.  | CURVE  | RADIUS  | DELTA     | ARC    |
|-------|-------------|--------|---------|-----------|--------|
| C1    | 52°28'41" E | 9.88°  | 10.0°   | 59'13"48  | 10.34  |
| C2    | 54°49'34" S | 30.31° | 20.0°   | 98'32'43  | 34.40  |
| C3    | 54°30'35" E | 26.10° | 20.0°   | 81'27'17  | 26.43  |
| C4    | 55°46'41" W | 50.68° | 30.0°   | 115'16"56 | 60.36  |
| C5    | 53°52'13" E | 19.22° | 20.0°   | 57'25'16  | 20.04  |
| C6    | 53°20'25" W | 35.63° | 45.0°   | 46'38'32  | 35.63  |
| C7    | 58°50'10" W | 58.29° | 45.0°   | 80'43'52  | 69.28  |
| C8    | 53°31'59" E | 19.13° | 45.0°   | 20'26'44  | 19.13  |
| C9    | 50°35'35" S | 25.79° | 20.0°   | 66'39'53  | 20.94  |
| C10   | 51°81'00" E | 19.54° | 45.0°   | 25°04'27  | 19.58  |
| C11   | 55°49'58" S | 36.63° | 45.0°   | 48°01'38  | 37.72  |
| C12   | 59°34'43" S | 33.10° | 45.0°   | 43°09'38  | 33.90  |
| C13   | 58°54'32" W | 19.22° | 20.0°   | 57'25'16  | 20.04  |
| C14   | 52°25'09" E | 48.46° | 45.0°   | 29°45'01  | 231.57 |
| C15   | 52°31'13" W | 21.41° | 20.0°   | 64'43'04  | 22.59  |
| C16   | 58°02'37" S | 34.78° | 20.0°   | 120°48'47 | 42.18  |
| C17   | 52°39'35" E | 16.72° | 17.0°   | 58°53'27  | 17.48  |
| C18   | 55°58'20" E | 24.87° | 45.0°   | 73°41'56  | 27.88  |
| C19   | 56°48'08" E | 55.87° | 45.0°   | 76°45'08  | 60.28  |
| C20   | 51°16'52" E | 20.47° | 45.0°   | 28°17'24  | 20.65  |
| C21   | 51°36'54" W | 25.94° | 45.0°   | 33°30'08  | 26.31  |
| C22   | 56°54'43" W | 54.85° | 45.0°   | 75°05'28  | 58.98  |
| C23   | 58°16'58" W | 9.81°  | 45.0°   | 12°31'10  | 9.81   |
| C24   | 58°88'30" W | 16.72° | 17.0°   | 58°55'37  | 17.48  |
| C25   | 53°05'00" W | 46.45° | 45.0°   | 29°51'15  | 233.93 |
| C26   | 52°31'16" E | 19.22° | 20.0°   | 57'25'16  | 20.06  |
| C27   | 59°12'27" S | 79.73° | 25.0°   | 50°46'11  | 74.32  |
| C28   | 55°11'23" E | 29.38° | 15.0°   | 80°45'45  | 25.39  |
| C29   | 55°11'27" S | 79.73° | 1000.0° | 0°41'55   | 74.32  |
| C30   | 55°20'28" E | 63.81° | 1030.0° | 0°33'00   | 63.82  |
| C31   | 55°29'58" E | 12.81° | 1030.0° | 0°42'45   | 12.81  |

- Set 1/2" x 24" iron rod with yellow plastic cap stamped "LAWSON 11989"
- Found existing monument (as noted)
- Calculated point (not set)

AF Auditor's file

Sel brass screw with washer stamped  
PLS #11889 in the curb on projection  
of the lot lines from rear property  
corner monumentation. (Good for  
line only)



**LSE**  
**LAWSON SURVEYING  
& ENGINEERING, INC.**  
Building 12, Suite 1204  
11015 NE 99th Street  
Vancouver, WA 98682  
Phone (360) 256-8006

**NOTE:**  
Lot 14 will be divided into 2 lots, 14  
and 15, in phase 2 when another  
sewer and water connection is installed

Holland Tract  
AF #24216  
Vol. 24, Pg 344

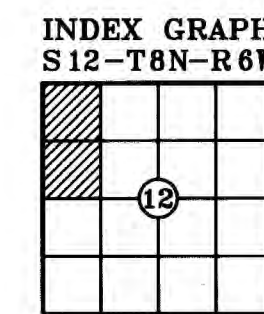
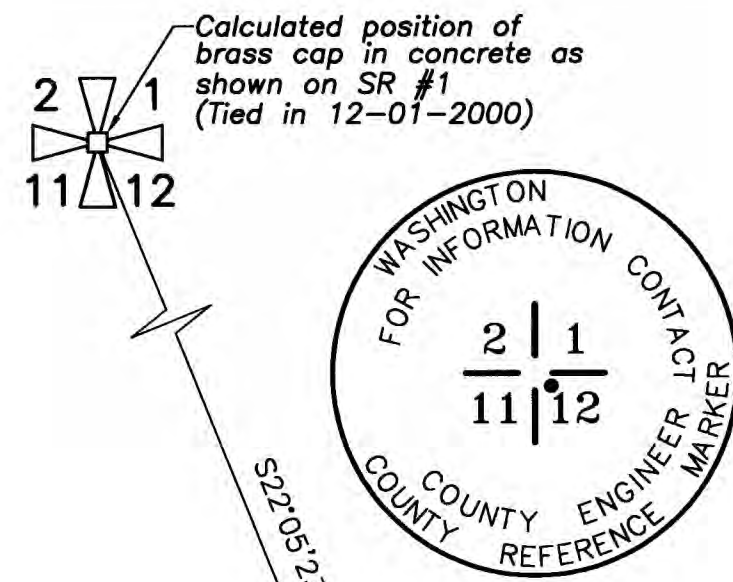
|                    |                |                    |
|--------------------|----------------|--------------------|
| CALCULATED BY: JIL | DATE: 03/21/01 | JOB NO.: 00-063    |
| CHECKED BY: JGL    | DRAWING NAME:  | 00063J2            |
| DRAWN BY: MCB      | SHEET 2 OF 2   | FILE NO.: 1208N06W |



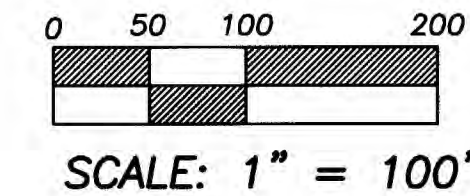
## COLUMBIA RIDGE ESTATES

## Phase II

IN A PORTION OF THE NW 1/4  
OF SECTION 12,  
T8N, R6W, W.M.  
WAHIAKUM COUNTY, WA  
Page 1 of 2



Bearings based on West line of  
Subdivision as being S00°56'28"W  
as shown on SR #1



## TOWN ENGINEER

APPROVED:

*David L. McK* 8/27/07  
TOWN ENGINEER DATE

## TOWN OF CATHLAMET

APPROVED:

*Richard A. Hutter* 08-27-2007  
MAYOR DATE

## ASSESSOR

This plat meets the requirements of R.C.W.  
58.17.170 Laws of Washington, to be known as

Recorded in Volume \_\_\_\_\_ at Page \_\_\_\_\_,  
In the county of Wahkiakum, State of Washington.

COUNTY ASSESSOR

DATE

## AUDITOR

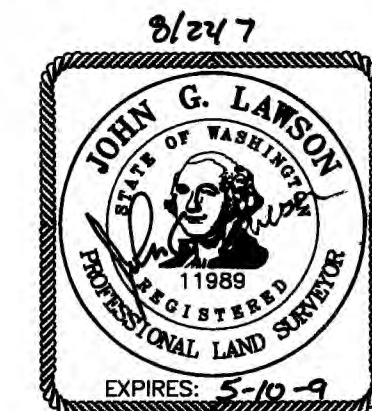
Filed for Record this 27 day of August  
2007 in Book 3 of Plats at Page 26A:26B  
at the request of *Scott Espen*

Attested by *Diane L. Fischer*  
COUNTY AUDITOR

## SURVEYOR'S CERTIFICATE

This map is a true and correct representation of  
lands actually surveyed by me or under my  
direction in conformance with the provisions of  
R.C.W. 58.17 Laws of Washington.

*John G. Lawson* 8/22/7  
JOHN G. LAWSON, PLS DATE  
WA PLS #11989



**LLS**  
LAWSON LAND SERVICES INC.  
113 South Parkway Ave.  
Battle Ground, WA 98604  
Phone (360) 687-0500

- A** Found 3/4" iron pipe N39°49'41"W 1.55'  
from set iron rod  
West 1.0' to useline  
North 1.2' to Cyclone fence corner
- B** Found 5/8" iron rod with ypc "LS 13064"  
0.33' West of line  
East 0.9' to N-S barbed wire fence  
East 1.4' to N-S cyclone fence
- C** Found 5/8" iron rod with ypc "LS 13064"  
0.33' West of line  
East 1.2' to N-S barbed wire fence  
East 2.0' to N-S cyclone fence corner
- D** Found 3/4" iron pipe (Bent) N66°59'47"W  
4.54' from set iron rod  
N64°14'W 15.5' to barbed wire fence corner

## NOTES:

- All private streets are to be maintained by the Lot owners of Columbia Ridge Estates, All Phases.
- Easements are reserved over all private streets to the Town of Cathlamet for public water and sewer.
- We held the 30 foot call as perpendicular to the East 1/2 DLC line which matches the use lines instead of measuring along Columbia Street.

| LINE TABLE |             |        |
|------------|-------------|--------|
| LINE       | BEARING     | LENGTH |
| L1         | N81°19'03"W | 10.57' |
| L2         | N08°40'57"E | 30.00' |
| L3         | S89°48'59"W | 16.08' |
| L4         | N07°13'33"E | 31.58' |

| CURVE TABLE |             |         |          |           |         |
|-------------|-------------|---------|----------|-----------|---------|
| CURVE       | CHORD BRG   | CHORD   | RADIUS   | DELTA     | ARC     |
| C1          | N61°13'28"W | 74.38'  | 1000.00' | 4°15'45"  | 74.39'  |
| C2          | N58°07'33"W | 33.76'  | 1000.00' | 1°56'05"  | 33.77'  |
| C3          | S71°34'58"E | 249.10' | 500.00'  | 28°50'54" | 251.75' |
| C4          | N79°27'48"E | 53.26'  | 80.90'   | 38°26'18" | 54.27'  |

|                                                           |     |                   |                      |
|-----------------------------------------------------------|-----|-------------------|----------------------|
| DRAWN BY:                                                 | MCB | SCALE: 1"= 100'   | FILE NO.: G:1208N06W |
| CHECKED BY:                                               | JGL | JOB NO.: 00-063.1 | SHEET 1 OF 2         |
| K:\00-063\dwg\Survey\00-063 U2 A.dwg Aug 22, 2007 10:05am |     |                   |                      |

Used 2" steel cyclone fence corner as property corner, apparently set over 1/2" iron pipe set in Survey recorded in Bk. 110, Pg. 14. In line with old fences running South and Southeasterly

Position of 1" iron pipe, held for line as shown on SR #1

30' half-width ROW as shown on SR #4

Centerline calculated from apparent traveled way

Holland Tract  
AF #24210  
Vol. 24, Pg 344

## LEGEND

- Set 1/2"x 24" iron rod with yellow plastic cap stamped "LAWSON 11989"
- Found existing monument (as noted)
- ▣ Position of 1/2" iron rod with yellow plastic cap stamped "LAWSON 11989" as set in SR #1
- Calculated point (not set)
- DLC Donation Land Claim
- ypc Yellow plastic cap

## DEED REFERENCE:

GRANTOR: Hanes-Zoller Joint Venture et al  
GRANTEE: Miles and Zoller  
AUDITOR'S FILE #: Book 128, Page 0409  
DATED: January 1, 1999

## SURVEY REFERENCES:

- Lawson Subdivision: Columbia Ridge Estates, Phase I, Book 3, Page 22 A and B

## NOTE:

## FRONT LOT CORNERS

Set brass screw with 3/4" brass washer stamped PLS #11989 in the curb on projection of the lot lines from rear property corner monumentation. (Good for line only)

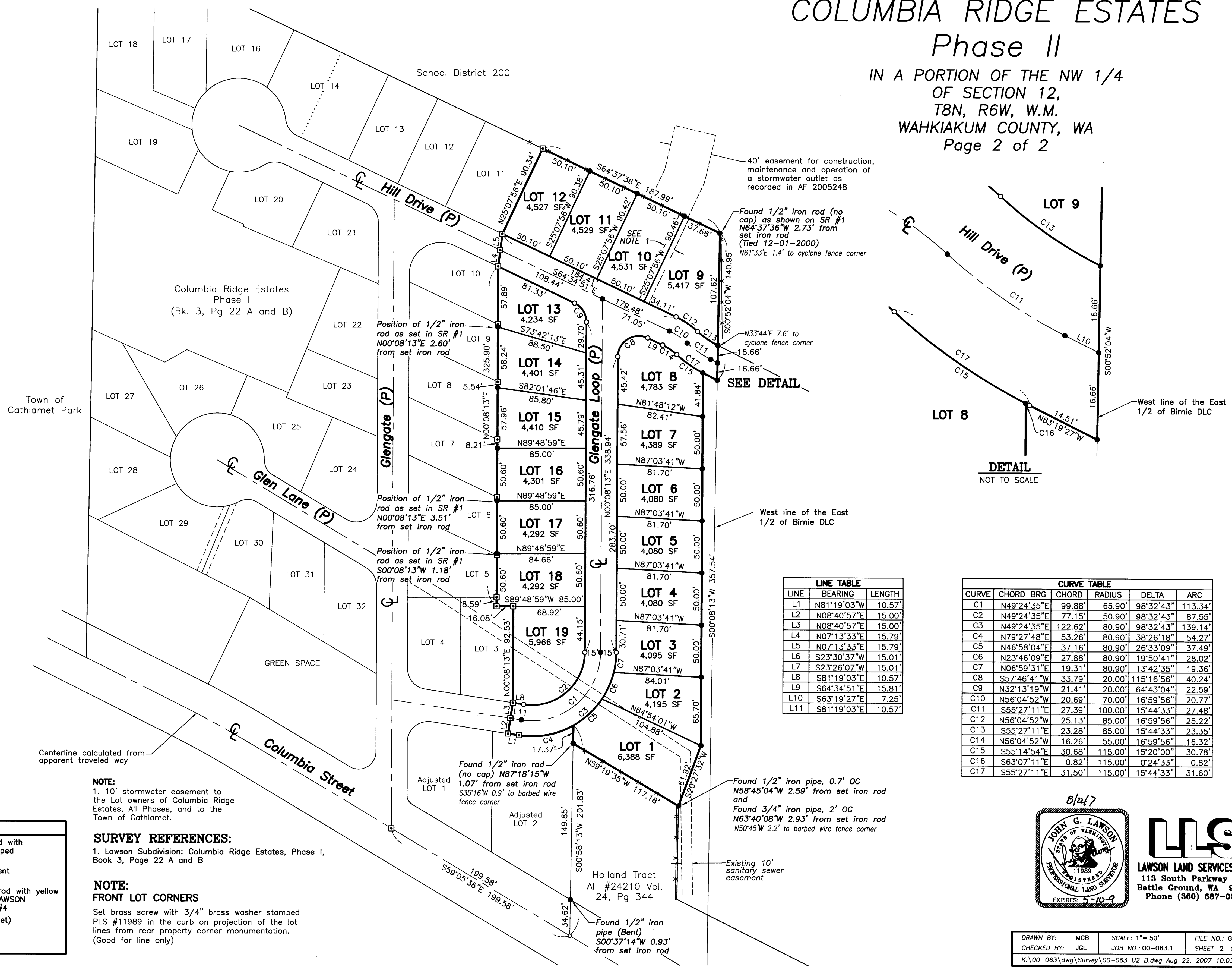
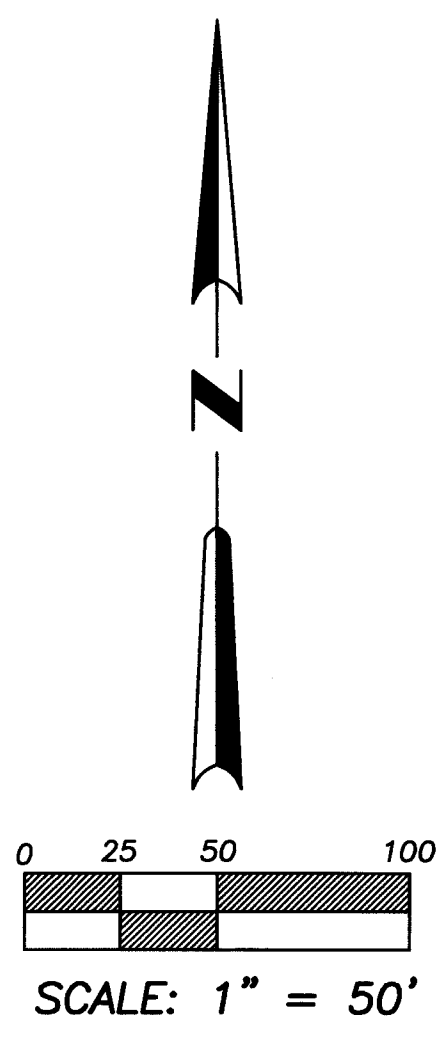
Field ties were performed using a 1 second instrument. Traverse met the minimum standard designated in WAC 332-130-090 and was balanced using the compass rule adjustment. Monuments were tied on July 13, 2007 unless otherwise noted.



2012961 Pg #2 of 2

# COLUMBIA RIDGE ESTATES Phase II

IN A PORTION OF THE NW 1/4  
OF SECTION 12,  
T8N, R6W, W.M.  
WAHKIAKUM COUNTY, WA  
Page 2 of 2



| LEGEND |                                                                                         |
|--------|-----------------------------------------------------------------------------------------|
| ●      | Set 1/2"x 24" iron rod with yellow pastic cap stamped "LAWSON 11989"                    |
| □      | Found existing monument (as noted)                                                      |
| ⊠      | Position of 1/2" iron rod with yellow pastic cap stamped "LAWSON 11989" as set in SR #4 |
| ○      | Calculated point (not set)                                                              |
| DLC    | Donation Land Claim                                                                     |
| OG     | Above Ground                                                                            |

**NOTE:**  
1. 10' stormwater easement to the Lot owners of Columbia Ridge Estates, All Phases, and to the Town of Cathlamet.

**SURVEY REFERENCES:**  
1. Lawson Subdivision: Columbia Ridge Estates, Phase I, Book 3, Page 22 A and B

**NOTE:**  
**FRONT LOT CORNERS**  
Set brass screw with 3/4" brass washer stamped PLS #11989 in the curb on projection of the lot lines from rear property corner monumentation. (Good for line only)

| LINE TABLE |             |        |
|------------|-------------|--------|
| LINE       | BEARING     | LENGTH |
| L1         | N81°19'03"W | 10.57' |
| L2         | N08°40'57"E | 15.00' |
| L3         | N08°40'57"E | 15.00' |
| L4         | N07°13'33"E | 15.79' |
| L5         | N07°13'33"E | 15.79' |
| L6         | S23°30'37"W | 15.01' |
| L7         | S23°26'07"W | 15.01' |
| L8         | S81°19'03"E | 10.57' |
| L9         | S64°34'51"E | 15.81' |
| L10        | S63°19'27"E | 7.25'  |
| L11        | S81°19'03"E | 10.57' |

| CURVE TABLE |             |         |         |            |         |
|-------------|-------------|---------|---------|------------|---------|
| CURVE       | CHORD BRG   | CHORD   | RADIUS  | DELTA      | ARC     |
| C1          | N49°24'35"E | 99.88'  | 65.90'  | 98°32'43"  | 113.34' |
| L2          | N49°24'35"E | 77.15'  | 50.90'  | 98°32'43"  | 87.55'  |
| C2          | N49°24'35"E | 122.62' | 80.90'  | 98°32'43"  | 139.14' |
| C4          | N79°27'48"E | 53.26'  | 80.90'  | 38°26'18"  | 54.27'  |
| C5          | N46°58'04"E | 37.16'  | 80.90'  | 26°33'09"  | 37.49'  |
| C6          | N23°46'09"E | 27.88'  | 80.90'  | 19°50'41"  | 28.02'  |
| C7          | N06°59'31"E | 19.31'  | 80.90'  | 13°42'35"  | 19.36'  |
| C8          | S57°46'41"W | 33.79'  | 20.00'  | 115°16'56" | 40.24'  |
| C9          | N32°13'19"W | 21.41'  | 20.00'  | 64°43'04"  | 22.59'  |
| C10         | N56°04'52"W | 20.69'  | 70.00'  | 16°59'56"  | 20.77'  |
| C11         | S55°27'11"E | 27.39'  | 100.00' | 15°44'33"  | 27.48'  |
| C12         | N56°04'52"W | 25.13'  | 85.00'  | 16°59'56"  | 25.22'  |
| C13         | S55°27'11"E | 23.28'  | 85.00'  | 15°44'33"  | 23.35'  |
| C14         | N56°04'52"W | 16.26'  | 55.00'  | 16°59'56"  | 16.32'  |
| C15         | S55°14'54"E | 30.68'  | 115.00' | 15°20'00"  | 30.78'  |
| C16         | S63°07'11"E | 0.82'   | 115.00' | 0°24'33"   | 0.82'   |
| C17         | S55°27'11"E | 31.50'  | 115.00' | 15°44'33"  | 31.60'  |

8/24/7

**LAWSON LAND SERVICES INC.**  
113 South Parkway Ave.  
Battle Ground, WA 98604  
Phone (360) 687-0500

|                                                           |     |                   |                      |
|-----------------------------------------------------------|-----|-------------------|----------------------|
| DRAWN BY:                                                 | MCB | SCALE: 1"=50'     | FILE NO.: G:1208N06W |
| CHECKED BY:                                               | JGL | JOB NO.: 00-063.1 | SHEET 2 OF 2         |
| K:\00-063\dwg\Survey\00-063 U2 B.dwg Aug 22, 2007 10:03am |     |                   |                      |

DRIVEWAY MAINTENANCE AGREEMENT

WHEREAS, ROBERT D. OHRBERG, JR. and THERESE A. OHRBERG, husband and wife, and FREDRICK E. WATKINS and MARY ANNE WATKINS, husband and wife, are the Grantees of an easement for driveway purposes granted by ORA COATES SNYDER, being described as follows, to-wit:

That portion of the East One-half of the JAMES BIRNIE DONATION LAND CLAIM in the Northwest Quarter of Section Twelve (12), Township Eight (8) North, Range Six (6) West of the Willamette Meridian, described as follows, to-wit:

Beginning at a point East 1,320 feet and South 960 feet from the Northwest corner of said Section Twelve (12); thence North 63° West, 16 feet to a point on the West right-of-way line of Jacobson Road; thence South 353.8 feet along said right-of-way line to the Southeast corner of that certain tract heretofore contracted for sale to Joseph A. Murphy by contract filed for record under Auditor's File No. 34484, in Volume 56 of Deeds & Mortgages, page 9, records of Wahkiakum County, Washington and the true point of beginning; thence North 63° West along the South line of said Murphy tract and the South line of that certain tract contracted for sale to Fredrick A. Watkins, et. ux., by contract filed for record under Auditor's File No. 28666, in Volume 37 of Deeds & Mortgages, page 575, records of Wahkiakum County, Washington, 250 feet; thence South 40 feet; thence South 63° East, 250 feet a portion being along the North line of that certain tract conveyed to Robert D. Ohrberg, Jr. by deed recorded under Auditor's File No. 35734, in Volume 61 of Deeds & Mortgages, page 20, records of Wahkiakum County, Washington, to a point on the West right-of-way line of said Jacobson Road, 40 feet South of the true point of beginning; thence North along said right-of-way line 40 feet to the true point of beginning.

Situate in the County of Wahkiakum, State of Washington.

WHEREAS, The parties have need to mutually agree as to the maintenance of said roadway; and,

WHEREAS, Consideration exists by virtue of their mutual promises and the benefits to be derived herefrom:

NOW, THEREFORE, IT IS HEREBY MUTUALLY COVENANTED AND AGREES, as follows:

1. Each party agrees to share in the maintenance of the foregoing driveway easement on an equal basis for the first 185 feet of said easement extending from the Jacobson Road.

2. Said road shall be maintained as a gravel driveway, unless mutually agreed otherwise.

GEORGE F. HANIGAN, P.S.  
ATTORNEY AT LAW  
68 Main Street-Hanigan Bldg.  
P.O. Box 39  
CATHLAMET, WASHINGTON 98612  
Telephone 206-795-3494

3. Each party agrees to prevent obstruction of said driveway, leaving the same open for the use and peaceful enjoyment of the other party and for the Grantor, ORA COATES SNYDER.

4. This agreement shall run with the lands of the respective parties hereto and shall not be construed to be personal to them.

5. This agreement may be terminated by the mutual agreement of the parties or by said driveway becoming a public right-of-way.

Executed this 28 day of January, Nineteen Hundred and Eighty Seven.

Robert D. Ohrberg, Jr.  
Robert D. Ohrberg, Jr.

Fredrick E. Watkins  
Fredrick E. Watkins

Terese A. Ohrberg  
Terese A. Ohrberg

Mary Anne Watkins  
Mary Anne Watkins

STATE OF WASHINGTON )  
 ) ss.  
COUNTY OF WAHIAKUM )

On this day personally appeared before me ROBERT D. OHRBERG, JR. and TERESE A. OHRBERG, husband and wife to me known to be the individuals described in and who executed the within and foregoing instrument, and acknowledged that they signed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 28 day of January, 1987.

[Signature]  
Notary Public in and for the  
State of Washington, residing  
at Cathlamet.

STATE OF WASHINGTON )  
 ) ss.  
COUNTY OF WAHIAKUM )

On this day personally appeared before me FREDRICK E. WATKINS and MARY ANNE WATKINS, husband and wife, to me known to be the individuals described in and who executed the within and foregoing instrument, and acknowledged that they signed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 5th day of January, 1987.

[Signature]  
Notary Public in and for the  
State of Washington, residing  
at Cathlamet.

DRIVEWAY MAINTENANCE AGREEMENT

GEORGE F. HANIGAN, P.S.  
ATTORNEY AT LAW  
68 Main Street-Hanigan Bldg.  
P.O. Box 39  
CATHLAMET, WASHINGTON 98612  
Telephone 206-795-3494

Filed for record: Jan 13, 1987 11:50A

Request of: George F. Hanigan

Betty E. Gregory, Wahkiakum Co. Auditor [Signature] Dep.