

FILED FOR RECORD AT THE  
REQUEST OF/RETURN TO:  
CITY OF STEVENSON  
Attn. Leana Johnson, City Administrator  
P.O. Box 371  
Stevenson, WA. 98648

## **DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS**

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Grantor (s) Christopher S. Combs and Ginny A Combs, a Washington Marital Community  
Grantee (s) City of Stevenson, a Washington Municipal Corporation  
Mailing Address: 19215 SE 34th St., Suite 106 #315, Camas, WA 98607  
Additional Grantor(s) on page(s)  
Additional Grantee(s) on page(s)  
Abbreviated Legal: Lots 2 & 3, Block 6 2<sup>nd</sup> addn. to Hill Crest  
Additional Legal on page(s)  
Assessor's Tax Parcel No: 03753623130000 & 03753623020000

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THIS DECLARATION made and entered into this \_\_\_\_\_ day of August, 2018.

WHEREAS, Christopher S. Combs and Ginny A Combs (cumulatively "Combs") are the owners of the following described land, situated in Skamania County, Washington:

LOT 2 BLK 6 2ND ADDN. TO HILL CREST BK A/PG 100  
LOT 3 BLK 6 2ND ADDN. TO HILL CREST BK A/PG 100

Records of Skamania County, Washington.

WHEREAS, Combs are the owners of two adjacent lots with existing structures served by a single waterline, and

WHEREAS, while the City does not permit separate structures on separate lots to be served by a single waterline, this use was inadvertently allowed, and

WHEREAS, instead of requiring Combs to correct the use at this time, City is willing to allow Combs to continue the use unless and until Combs sells or otherwise conveys the property or seeks to expand or enlarge the use of either structure, at which time Combs agrees to divide the single line into separate lines serving each of the structures, and to record this Covenant memorializing that requirement.

NOW THEREFORE, the undersigned hereby declares that the subject property described above, including any improvements constructed or to be constructed thereon, is to be subject to the provisions of this declaration and to be held, sold, transferred, conveyed, used, occupied, and mortgaged or otherwise encumbered subject to the following covenants, conditions and restrictions set forth below which shall be binding upon all persons having right, title and interest in all or any portion of the subject lots now, or hereafter, their respective heirs, legal representatives, successors-in-title, and assigns and shall inure to the benefit of each and every owner of all or any portion of the subject lots.

1. Limitations on Use of Single Waterline. Combs covenants that in the event either of the above-referenced properties are sold, transferred or otherwise conveyed, this conditional approval of the use of the shared waterline will cease. In that event, Combs or its successor will no longer receive City water after thirty (30) days or until Combs or their successor has at their expense constructed separate waterlines for each of the properties presently served by the shared waterline, whichever first occurs. Moreover, Combs or its successor agrees that any enlargement or expansion of the structures on either property shall terminate this conditional approval. The City acknowledges Combs has paid the system development charges for a single residential dwelling on both lots.
2. Binding; Amendment. The aforesaid covenants and restrictions shall run with the lot described herein, and shall be binding upon all parties and persons following the date of the recording of the same with the Skamania County Auditor. This Declaration may be amended only in writing signed by both parties.
3. Release. The City of Stevenson agrees to file a Release of this Declaration of Covenants, Conditions and Restrictions upon installation of the separate waterline and approval of the line by the City Public Works Administrator.
4. Venue. This Agreement shall be construed in accordance with the laws of the State of Washington.
6. Attorneys Fees. If any dispute shall arise with regard to the terms contained in these CC&Rs the prevailing party shall be entitled to their reasonable attorneys fees, including any fees on appeal.



appeared before me, and said person acknowledged that he signed this instrument as Public Works Director of the City of Stevenson, on oath stated that he was authorized to execute the instrument and acknowledged it to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: \_\_\_\_\_

\_\_\_\_\_  
NOTARY PUBLIC

State of Washington

My appointment expires: \_\_\_\_\_