

**DECLARATION OF COVENANT  
OF  
MONET'S GARDEN**

This Covenant is applicable to MONET'S GARDEN, Lots 25 and 27, a recorded Subdivision, as more specifically described below.

WHEREAS, J.C. Reeves Corporation, hereinafter referred to as Declarant, is owner of the certain real property located in the City of Vancouver, County of Clark, and State of Washington, known as MONET'S GARDEN.

WHEREAS, the declarant desires to impose a Covenant to the ownership of lots 25 and 27 of said property, which is for the purpose of complying with Clark County requirements regarding the placing of entry monuments in the County Right of Way.

NOW THEREFORE, the undersigned declares the following:

**ARTICLE I**

**Definitions**

Declarant: J.C. Reeves Corporation.

Property: Lots 25 and 27 of MONET'S GARDEN, a recorded Subdivision, described as follows:

In the SW 1/4 and the W 1/2 NW 1/4 Section 6 T2N, R3E, W.M., Clark County, Washington

County: Clark County, Washington.

**ARTICLE II**

**Covenant**

(1) County agrees to allow Declarant to construct, repair and maintain entry monuments and landscaping within the County Right of Way and within said property located on the northwest corner of Lot 25 and the northeast corner of Lot 27 of MONET'S GARDEN, a recorded Subdivision.

(2) The entry monuments on the County Right of Way shall not impact adjacent properties and Declarant agrees to hold harmless the County for any and all claims that might arise as a result of this permitted use.

(3) Declarant agrees to remove all or a portion of the entry monuments at its own cost upon 30 days notice by the County that declarant's use is inconsistent with the County's proposed use of the Right of Way. Further, the County may immediately remove the entry monuments in the event of an emergency.

(4) County shall not be liable for any loss, damage or environmental contamination to persons or property which at any time may be suffered or sustained as a result of use, maintenance, replacement or repair in or on said Lots, and the Declarant shall indemnify and hold harmless County against all claims, liability, loss, damage or environmental remediation costs whatsoever on account of any such loss or damage. Declarant hereby waives all claims against County for damages to improvements that are hereinafter placed on the premises and to the property of the Declarant. The preceding shall not apply to loss or damage arising by or reason of the sole negligence of County, its agents or employees.

**ARTICLE III**

**General Provisions**

(1) **Duration.** This Covenant shall run with the land with respect to the Property and shall be binding on all parties and persons, including any successors and assigns, claiming under it.

(2) **Limitation of Liability of Declarant.** Neither Declarant nor any officer or director thereof shall be liable to any County or any owner of Lot 25 or Lot 27 on account of any action or failure to act of Declarant in performing its duties or rights thereunder, provided that Declarant has, in accordance with actual knowledge possessed by it, acted in good faith.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein has hereunto set its hand this \_\_\_\_ day of \_\_\_\_\_, 1996.

J.C. Reeves Corporation

By: \_\_\_\_\_  
Jerry C. Reeves, President

STATE OF OREGON

County of \_\_\_\_\_

SUBSCRIBED AND SWORN TO before me this \_\_\_\_ day of \_\_\_\_\_,  
1996.