

REAL ESTATE CONTRACT

104045

THIS CONTRACT, made and entered into this 28th day of MARCH 1986
 between LYNDIA JEAN OLSON, a unmarried woman
 hereinafter called the "seller," and JAMES M. PERRY, a single man
 hereinafter called the "purchaser."

WITNESSETH: That the seller agrees to sell to the purchaser and the purchaser agrees to purchase from the seller the following described real estate, with the appurtenances, in SKAMANIA County, State of Washington:
 LOT #14 EDGEWATER PROPERTIES ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE AND OF RECORD AT PAGE 119 OF PLATS, RECORDS OF SKAMANIA COUNTY, WASHINGTON. SUBJECT TO AND INCLUDING A 12 FOOT EASEMENT, UNDER AND THROUGH THE WEST END OF SAID LOTS ALONG EDGEWATER DR. FOR ALL UTILITIES, INCLUDING WATERLINES AND MAINTENANCE.
 SUBJECT TO AND INCLUDING A EASEMENT 30FOOT WIDE (CENTER LINE BEING THE PROPERTY LINE BETWEEN LOT #14 and LOT #15) FOR INGRESS AND EGRESS, ALL UNDERGROUND UTILITIES, WATERLINE AND MAINTENANCE. FOR THE BENEFIT OF LOT #14 AND LOT #15, PURCHASER HAS RIGHT TO HOOK UP TO SAID SPRING, WHEN SPRING IS DEVELOPED FOR AN ADDITIONAL \$500.00 (FIVE HUNDRED DOLLARS) PLUS MONTHLY WATER RATES (TO BE NEGOTIATED AT TIME OF WATER SYSTEMS COMPLETIONS).
 NO TIMBER TO BE CUT WITHOUT FIRST WRITTEN CONSENT OF SELLER.
 SEE ATTACHED DEED RESTRICTIONS AND COVENANTS.
 Entire balance due upon sale or transfer of property.

Purchaser is to maintain all buildings, temporary buildings, campers, mobile and land etc., in a neat and clean manner.

The terms and conditions of this contract are as follows: The purchase price is

TWENTY TWO THOUSAND FIVE HUNDRED AND NO/100----- (\$ 22,500.) Dollars, of which
 TWO THOUSAND FIVE HUNDRED AND NO/100----- (2,500.00) Dollars have
 been paid, the receipt whereof is hereby acknowledged, and the balance of said purchase price shall be paid as follows:

TWO HUNDRED FORTY AND 04/100----- (\$ 240.04) Dollars,

or more at purchaser's option, on or before the 17th day of APRIL 1986

and TWO HUNDRED FORTY AND 04/100----- (\$ 240.04) Dollars,

or more at purchaser's option, on or before the 17th day of each succeeding calendar month until the balance of said purchase price shall have been fully paid. The purchaser further agrees to pay interest on the diminishing balance of said purchase price at the rate of 12% per cent per annum from the 28th day of MARCH 1986 which interest shall be deducted from each installment payment and the balance of each payment applied in reduction of principal.

All payments to be made hereunder shall be made at or at such other place as the seller may direct in writing.

LYNDIA J. OLSON
 H.C. RT. 2 BOX 110
 LYLE, WA. 98635

As referred to in this contract, "date of closing" shall be date herein.

(1) The purchaser assumes and agrees to pay before delinquency all taxes and assessments that may be between grantor and grantee hereafter become a lien on said real estate; and if by the terms of this contract the purchaser has assumed payment of any mortgage, contract or other encumbrance, or has assumed payment of or agreed to purchase subject to, any taxes or assessments now a lien on said real estate, the purchaser agrees to pay the same before delinquency.

(2) The purchaser agrees, until the purchase price is fully paid, to keep the buildings now and hereafter placed on said real estate insured to the actual cash value thereof against loss or damage by both fire and windstorm in a company acceptable to the seller and for the seller's benefit, as his interest may appear, and to pay all premiums therefor and to deliver all policies and renewals thereof to the seller.

(3) The purchaser agrees that full inspection of said real estate has been made and that neither the seller nor his assigns shall be held to any covenant respecting the condition of any improvements thereon nor shall the purchaser or seller or the assigns of either be held to any covenant or agreement for alterations, improvements or repairs unless the covenant or agreement relied on is contained herein or is in writing and attached to and made a part of this contract.

(4) The purchaser assumes all hazards of damage to or destruction of any improvements now on said real estate or hereafter placed thereon, and of the taking of said real estate or any part thereof for public use; and agrees that no such damage, destruction or taking shall constitute a failure of consideration. In case any part of said real estate is taken for public use, the portion of the condemnation award remaining after payment of reasonable expenses of procuring the same shall be paid to the seller and applied as payment on the purchase price herein unless the seller elects to allow the purchaser to apply all or a portion of such condemnation award to the rebuilding or restoration of any improvements damaged by such taking. In case of damage or destruction from a peril insured against, the proceeds of such insurance remaining after payment of the reasonable expense of procuring the same shall be devoted to the restoration or rebuilding of such improvements within a reasonable time, unless purchaser elects that said proceeds shall be paid to the seller for application on the purchase price herein.

(5) If seller's title to said real estate is subject to an existing contract or contracts under which seller is purchasing said real estate, or any mortgage or other obligation which seller is to pay, seller agrees to make such payments in accordance with the terms thereof, and upon default, the purchaser shall have the right to make any payments necessary to remove the default, and any payments so made shall be applied to the payments next falling due the seller under this contract.

(6) The seller agrees, upon receiving full payment of the purchase price and interest in the manner above specified, to execute and deliver to purchaser a statutory warranty deed to said real estate, excepting any part thereof hereafter taken for public use, free of encumbrances except any that may attach after date of closing through any person other than the seller, and subject to the following:

FULFILLMENT

(over)

Transaction in compliance with County subdivision ordinances.
 Skamania County Assessor - By: [Signature]

Those of records:

SEE ATTACHED DEED RESTRICTIONS AND COVENANTS

(7) Unless a different date is provided for herein, the purchaser shall be entitled to possession of said real estate on date of closing and to retain possession so long as purchaser is not in default hereunder. The purchaser covenants to keep the buildings and other improvements on said real estate in good repair and not to permit waste and not to use, or permit the use of, the real estate for any illegal purpose. The purchaser covenants to pay all service, installation or construction charges for water, sewer, electricity, garbage or other utility services furnished to said real estate after the date purchaser is entitled to possession.

(8) In case the purchaser fails to make any payment herein provided or to maintain insurance, as herein required, the seller may make such payment or effect such insurance, and any amounts so paid by the seller, together with interest at the rate of 12% per annum thereon from date of payment until repaid, shall be repayable by purchaser on seller's demand, all without prejudice to any other right the seller might have by reason of such default.

(9) Time is of the essence of this contract, and it is agreed that in case the purchaser shall fail to comply with or perform any condition or agreement hereof or to make any payment required hereunder promptly at the time and in the manner herein required, the seller may elect to declare all the purchaser's rights hereunder terminated, and upon his doing so, all payments made by the purchaser hereunder and all improvements placed upon the real estate shall be forfeited to the seller as liquidated damages, and the seller shall have right to re-enter and take possession of the real estate; and no waiver by the seller of any default on the part of the purchaser shall be construed as a waiver of any subsequent default.

Service upon purchaser of all demands, notices or other papers with respect to forfeiture and termination of purchaser's rights may be made by United States Mail, postage pre-paid, return receipt requested, directed to the purchaser to his address last known to the seller.

(10) Upon seller's election to bring suit to enforce any covenant of this contract, including suit to collect any payment required hereunder, the purchaser agrees to pay a reasonable sum as attorney's fees and all costs and expenses in connection with such suit, which sums shall be included in any judgment or decree entered in such suit.

If the seller shall bring suit to procure an adjudication of the termination of the purchaser's rights hereunder, and judgment is so entered, purchaser agrees to pay a reasonable sum as attorney's fees and all costs and expenses in connection with such suit, and also the reasonable cost of searching records to determine the condition of title at the date such suit is commenced, which sums shall be included in any judgment or decree entered in such suit.

IN WITNESS WHEREOF, the parties hereto have executed this instrument as of the date first written above.

(SEAL)
Lynda J. Olson

(SEAL)
JAMES M. PERRY
559-74-1092
S.S. #

(SEAL)

STATE OF WASHINGTON,)
County of SKAMANIA) SS.

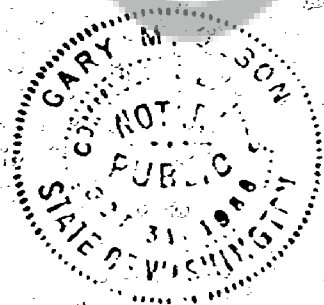
On this day personally appeared before me LYNDIA J. OLSON

to me known to be the individual described in who executed the within and foregoing instrument, and acknowledged that
SHE signed the same as HER free and voluntary act and deed,
for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 19 day of

OCT

1987



Notary Public in and for the State of Washington

residing at NORTH BONNEVILLE

Filed for Record at Request of

/Lynda Olson

H.C. RT. 2 BOX 110

Lylo, WA 98635

THIS SPACE RESERVED FOR RECORDER'S USE

FILED FOR RECORD
SKAMIA CO. WASH
BY Lynda J. Olson
OCT 19 '87 3 32 PM '87
E. Morford
AUDITOR
GARY M. OLSON

DEED RESTRICTIONS AND PROTECTIVE COVENANTS
Restrictions and covenants shall be construed as
running with the land.

1. EASEMENT: 12 foot wide along the west end of lots #7 thru lots #15 and a easement 12 foot wide along the east line of lots #1 thru Lot #4 For all utilities, waterline and maintenance.
2. WATER SYSTEM: purchaser of any lot (1 thru 15) of Edgewater Properties shall have the right to hook up to water derived from spring on said 50 foot easement of plat, when spring is developed for (\$1,000.00) one thousand dollars per lot or for what ever other arrangements seller may agree upon; Plus a monthly water rate (to be negotiated at time of water systems completions.) For jointly maintenance and power bills.
3. MAINTENANCE: Lot owners are responsible for the maintenance and snow removal of their own driveway.
ALL buildings and land are to be kept in a neat and clean manner.
4. RESTRICTIONS: All lots shall be used exclusively for residential or recreational purposes.
5. BUILDING SET BACK LINE: TO meet county code. No fencing to be extened in to Wind River.
6. PERMANENT DEWELLINGS AND BUILDINGS: Are to be of new constraction and all buildings constructed are to have exterior completed within one year.
All buildings must first meet with Skamania County Building Code and Permit requirements.
7. NO MOLBE HOMES WILL BE ALLOWED ON SAID LOTS.
8. RECREATIONAL VEHICLE Will be allowed on a temporary basis only. Not a permanent dwelling.
9. ANIMALS: No animals or fowl shall be kept or maintained on said lots except customary household pets in reasonable numbers; And horses on a temporary basis only.
10. ALL LAND OWNERS ARE TO BE RESPONSIBLE FOR THEIR OWN SEPTIC SYSTEM APPROVAL, PERMITS AND PERC TEST OR SEWAGE DISPOSAL UNITS.
11. NOXIOUS OR OFFENSIVE ACTIVITY: Shall not be permitted on any lot, nor shall anything be done thereon which shall be or become an annoyance or nuisance to the neighborhood and owners shall determine what constitutes noxious or offersive activity, said determination shall be complete and final.
12. NO ABANDONED OR JUNK AUTO'S OR ECT. WILL BE ALLOWED ON SAID LOTS.

* James M. Perry
JAMES M. PERRY

Lynette J. O'Leary

STATE OF WASHINGTON,)

County of Clark) ss.

On this day personally appeared before me James M. Perry

to me known to be the individual described in who executed the within and foregoing instrument, and acknowledged that

he signed the same as his

free and voluntary, act and deed,

for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 14 day of August

REAL ESTATE EXCISE TAX
1987

PAID 240.75 + 45.24 penalty

J. J. Depina
SKAMANIA COUNTY TREASURER

Gregory R. Jones
Notary Public in and for the State of Washington

residing at Vernon, WA

THIS SPACE RESERVED FOR RECORDER'S USE

Filed for Record at Request of