

106334

BOOK 112 PAGE 281

REAL ESTATE CONTRACT

DATED : 11-8-88

1. \*\* SELLER, LYNDA J. OLSON, a single person, agrees to sell to the PURCHASER, MICHAEL R. SMITH, a single person, and the purchaser agrees to buy from the seller the following property located in SKAMANIA COUNTY, STATE OF WASHINGTON, and more particularly described as follows:

LOTS 1, 2, 3, 4, 7, 8, 10, 11, 12, 13, AND 15 OF EDGEWATER PROPERTIES, ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE AND OF RECORD IN BOOK A OF PLATS, PAGE 119, RECORDS OF SKAMANIA COUNTY, WASHINGTON.

TOGETHER WITH ALL RIGHT, TITLE AND INTEREST OF THE GRANTOR IN AND TO ALL AREAS SHOWN ON SAID PLAT AND NOT DEDICATED TO THE PUBLIC, INCLUDING PARTICULARLY THE PUBLIC AREA LOCATED BETWEEN LOT 6 AND 7 AS SHOWN ON SAID PLAT.

DEED RESTRICTIONS TO FOLLOW WITH SAID LAND: ATTACHED HERETO.

SELLER AGREES TO PAY FOR THE DRILLING OF WELL: PURCHASER AGREES TO PAY FOR WATER SYSTEM, PUMP, ECT. WELL TO BE DRILLED ON SAID LAND.

PURCHASER AGREES TO ALLOW LOT #14 TO HOOK UP TO SAID WATER SYSTEM FOR FIVE HUNDRED DOLLARS. PURCHASER AGREES TO ALLOW LOT #9 TO HOOK UP TO SAID WATER SYSTEM FOR ONE THOUSAND DOLLARS.

PURCHASER AGREES TO KEEP ALL SEPTIC PERMITS CURRENT (ACTIVE).

TREES AND SHRUBS: PURCHASER AGREES THAT THERE SHALL BE NO CUTTING OF TREES OR SHRUBS UPON THE SUBJECT PREMISES, EXCEPT FOR MINIMAL TRIMMING FOR THE PURPOSES OF BEAUTIFICATION WITHOUT THE CONSENT OF THE SELLER, PROVIDED HOWEVER, THAT SUCH CONSENT SHALL NOT BE UNREASONABLY WITHHELD AS TO BEAUTIFICATION WORK INVOLVING CUTTING OF TREES OR SHRUBS.

2. PURCHASE PRICE--THE PURCHASE PRICE IS SEVENTY THREE THOUSAND FIVE HUNDRED AND NO/100 DOLLARS (\$ 73,500.00) SHALL BE paid as follows:

IN EQUAL MONTHLY PAYMENTS OF \$790.00 OR MORE COMMENCING JUNE 1st 1989. THE OUTSTANDING PRINCIPAL, SHALL AT ALL TIMES BEAR INTEREST AT THE RATE OF 10% PER ANNUM, COMMENCING ON DATE OF CLOSING. ALL OTHER OBLIGATIONS DUE UNDER THIS CONTRACT SHALL AT ALL TIMES BEAR INTEREST AT THE RATE OF 12% PER ANNUM. PURCHASER MAY PAY THE ENTIRE OUTSTANDING BALANCE AT ANY TIME WITHOUT INTEREST PENALTY. FROM EACH PAYMENT SO MADE, THE OUTSTANDING INTEREST ACCRUED TO THE DATE OF MAKING SUCH PAYMENT SHALL FIRST BE DEDUCTED AND THE BALANCE SHALL BE APPLIED IN REDUCTION OF PRINCIPAL.

\*\*SELLER LYNDA J. OLSON WAS NOT MARRIED AS OF JANUARY 2, 1985 AND HAS NOT BEEN MARRIED TO DATE.

PAGE ONE:

Registered  
Indexed, Ltr  
Indirect  
Filmed  
Mailed

REAL ESTATE EXCISE TAX

PAID 98476 11/19/88 109.05  
New York Building Dept

Glenda J. Kimmel, Skamania County Assessor  
By: *DM* Parcel # 4-7-2-3-4-600, 602, 603, 604, 605,  
606, 608, 609, 610, 611, 612

3. DEED RELEASE-- THE SELLER SHALL PROVIDED DEED RELEASE TO LOTS 15,13,12,11,10,8,7,&1. FOR ADDITIONAL PAYMENT OF TWENTY THOUSAND DOLLARS (\$20,000.00) FOR EACH LOT. SELLER SHALL PROVIDED DEED RELEASE TO LOTS 2,3,&4. FOR ADDITIONAL PAYMENT OF THIRTEEN THOUSAND DOLLARS (\$13,000.00) FOR EACH LOT.

4. POSSESSION--PURCHASER SHALL BE ENTITLED TO POSSESSION OF THE PROPERTY ON CLOSING.

5. ASSESSMENTS AND TAXES --PURCHASER SHALL PAY BEFORE DELINQUENCY ALL TAXES AND ASSESSMENTS. IN THE EVENT ANY TAXES OR ASSESSMENTS TO BE PAID BY PURCHASERS ARE PAID BY SELLER, PURCHASER SHALL PROMPTLY REIMBURSE SELLER. UPON FAILURE OF PURCHASER TO PAY ANY TAXES OR ASSESSMENTS, SELLER MAY, AT HER OPTION, DECLARE A FORFEITURE OF THIS CONTRACT OR PAY AND DISCHARGE ANY SUCH TAX, ASSESSMENT, RENT OR CHARGE AND ANY AMOUNT SO PAID SHALL BE ADDED TO AND BE SECURED IN THE SAME MANNER AS THE UNPAID PURCHASE PRICE, AND BEAR INTEREST AT THE RATE OF TWELVE PER CENT (12%) PER ANNUM, AND BE DUE IMMEDIATELY, OR SELLER MAY, UPON HER ELECTION, BRING SUIT FOR THE RECOVERY OF SUCH SUMS, TOGETHER WITH INTEREST AND ATTORNEYS' FEES AS HERINAFTER PROVIDED.

6. IMPROVEMENTS -- ALL IMPROVEMENTS NOW OR HEREAFTER MADE TO OR PLACED ON THE PROPERTY SHALL BECOME A PART THEREOF AND SHALL NOT BE REMOVED.

7. USE OF PROPERTY-- PURCHASER SHALL NOT MAKE NOR ALLOW ANY UNLAWFUL USE OF THE PROPERTY.

8. CONDEMNATION -- IF THE PROPERTY OR ANY PART SHALL BE TAKEN AND CONDEMNED, SUCH TAKING SHALL NOT BE A GROUND FOR RESCISSION OF THIS CONTRACT. THE AWARD MADE FOR THE TAKING SHALL BE DEEMED TO BE THE PROPERTY OF PURCHASER, BUT SHALL BE PAID SELLER TO APPLY UPON THE PURCHASE PRICE, NOT EXCEEDING ANY AMOUNTS THEN UNPAID HEREUNDER.

9. DEED--WHEN PURCHASER HAS FULLY PERFORMED THIS CONTRACT, SELLER SHALL EXECUTE AND DELIVER TO PURCHASER A STATUTORY WARRANTY DEED CONVEYING THE PROPERTY FREE AND CLEAR OF ALL ENCUMBRANCES EXCEPT ANY ENCUMBRANCES AGREED TO BY PURCHASER. WARRANTIES OF SELLER ARE LIMITED TO THE DATE OF THIS CONTRACT EXCEPT FOR AFFIRMATIVE ACTS OF SELLER THEREAFTER.

10. SELLERS' REMEDIES-- IN THE EVENT THE PURCHASER IS IN DEFAULT UNDER THIS CONTRACT, THE SELLER MAY, AT HER ELECTION, TAKE THE FOLLOWING COURSE OF ACTION;

(a) SUIT FOR DELINQUENCIES. HE SELLER MAY INSTITUTE SUIT FOR ANY INSTALLMENT AMOUNT OR OTHER SUMS DUE AND PAYABLE UNDER THIS CONTRACT AS OF THE JUDGMENT AND ANY SUMS WHICH HAVE BEEN ADVANCED BY SELLER AS OF SAID DATE PURSUANT TO THE PROVISIONS OF THIS CONTRACT, TOGETHER WITH INTEREST ON ALL OF SAID AMOUNTS AT THE DEFAULT RATE FROM THE DATE OF EACH SUCH AMOUNT WAS ADVANCED OR DUE, AS THE CASE MAY BE, TO AND INCLUDING THE DATE OF COLLECTION:

(b) ACCELERATION. UPON GIVING THE PURCHASER NOT LESS THAN FIFTEEN (15) DAYS WRITTEN NOTICE OF ITS INTENT TO DO SO<sup>MS</sup> (WITHIN WHICH TIME ANY MONETARY DEFAULTS MAY BE CURED WITHOUT REGARD TO THE ACCELERATION), AND IF THE DEFAULT IS IN THE NATURE OF A FAILURE TO TIMELY PAY ANY PRINCIPAL, INTEREST, INSURANCE PREMIUM, TAX, OR OTHER SUM OF MONEY REQUIRED TO BE PAID HEREIN OR ANY FAILURE TO OBTAIN ANY CONSENT OF THE SELLER HEREIN REQUIRED FOR A CONVEYANCE OF THE PURCHASER'S TITLE TO THE PROPERTY, OR IF THE PURCHASER COMMIT WASTE ON THE PROPERTY, THE SELLER MAY DECLARE THE ENTIRE UNPAID BALANCE OF THE PURCHASE PRICE AND ALL INTEREST THEN DUE THEREON, TO BE IMMEDIATELY DUE AND PAYABLE AND INSTITUTE SUIT TO COLLECT SUCH AMOUNTS, TOGETHER WITH ANY SUMS ADVANCED BY SELLER PURSUANT TO THE PROVISIONS OF THIS CONTRACT, AND TOGETHER WITH INTEREST ON ALL OF SAID SUMS AT THE DEFAULT RATE FROM THE DUE DATE OR DATE OF EACH SUCH ADVANCE TO AND INCLUDING THE DATE OF COLLECTION.

(c) FORFEITURE AND REPOSSESSION. THE SELLER MAY CANCEL AND RENDER VOID ALL RIGHTS, TITLES AND INTEREST OF THE PURCHASER AND ITS SUCCESSORS IN THIS CONTRACT AND IN THE PROPERTY (INCLUDING ALL OF PURCHASER'S THEN EXISTING RIGHTS, INTERESTS AND ESTATES THEREIN AND TIMBER, CROPS AND IMPROVEMENTS THEREON) BY GIVING A NOTICE OF INTENT TO FORFEIT PURSUANT TO R.C.W. 61.30.040-070, AND SAID CANCELLATION AND FORFEITURE SHALL BECOME EFFECTIVE IF THE DEFAULT THEREIN SPECIFIED HAS NOT BEEN FULLY CURED WITHIN NINETY (90) DAYS THEREAFTER AND THE SELLER RECORD A DECLARATION OF FORFEITURE PURSUANT TO R.C.W. 6.30.040-070. UPON THE FORFEITURE OF THIS CONTRACT, THE SELLER MAY RETAIN ALL PAYMENTS MADE HEREUNDER BY THE PURCHASER AND MAY TAKE POSSESSION OF THE PROPERTY TEN (10) DAYS FOLLOEING THE DATE THIS CONTRACT IS FORFEITED AND SUMMARILY EJECT THE PURCHASER AND ANY PERSON OR PERSONS HAVING POSSESSION OF THE SAID PROPERTY BY, THROUGH OR UNDER THE PURCHASER WHO WERE PROPERLY GIVEN THE NOTICE OF INTENT TO FORFEIT AND DECLARATION OF FORFEITURE REMAIN IN POSSESSION OF THE PROPERTY MORE THAN TEN (10) DAYS AFTER SUCH FORFEITURE, THE PURCHASER, OR SUCH PERSON OR PERSONS, SHALL BE DEEMED TENANTS-AT-WILL OF THE SELLER AND THE SELLER SHALL BE ENTITLED TO INSTITUTE AN ACTION FOR SUMMARY POSSESSION OF THE PROPERTY, AND MAY RECOVER FROM THE PURCHASER, OR SUCH PERSON OR PERSONS IN ANY SUCH PROCEEDINGS, THE FAIR RENTAL VALUE OF THE PROPERTY FOR THE USE THEROF FROM AND AFTER THE DATE OF FORFEITURE, PLUS COSTS, INCLUDING THE SELLER'S REASONABLE ATTORNEYS' fees.

(d) SPECIFIC PERFORMANCE. THE SELLER MAY INSTITUTE SUIT TO SPECIFICALLY ENFORCE ANY OF THE PURCHASERS' COVENANTS HEREUNDER, AND THE SAME MAY INCLUDE REDRESS BY MANDATORY OR PROHIBITIVE INJUNCTION.

(c) RECEIVERSHIP. THE PARTIES HERETO RECOGNIZE AND AGREE THAT IN THE EVENT OF DEFAULT BY THE PURCHASER IN MAKING ANYPAYMENTS OF IN THE PERFORMANCE OF ANY OF THE OTHER TERMS AND CONDITIONS OF THIS CONTRACT, THE PERIOD OF TIME INVOLVED IN REPOSSESSING THE PROPERTY, FORFEITING THIS CONTRACT, OR IN OBTAINING POSSESSION OF THE PROPERTY BY JUDICIAL PROCESS COULD CAUSE IRREPARABLE DAMAGE TO THE SELLER AND TO THE PROPERTY OR THE POSSIBLE ACCELERATION OF THE DEBTS SECURED BY THE PRIOR ENCUMBRANCES. THEREFORE, THE PURCHASER HEREBY EXPRESSLY AGREES THAT IN THE EVENT OF ANY DEFAULT UNDER THIS CONTRACT WHICH IS NOT CURED, THE SELLER SHALL HAVE THE RIGHT TO APPLY TO THE SUPERIOR COURT OF THE COUNTY IN WHICH THE REAL PROPERTY IS SITUATED FOR THE APPOINTMENT OF A RECEIVER UNDER CHAPTER 7.60 OF THE REVISED CODE OF WASHINGTON (OR ANY CHAPTER SUPPLEMENTAL THERETO) TO TAKE CHARGE OF AND MAINTAIN CONTROL OF, MANAGE, OR OPERATE THE PROPERTY, TO EVICT TENANTS

PAGE THREE :



THEREFROM WHO ARE NOT THEN IN COMPLIANCE WITH THEIR LEASES, TO LEASE ANY PORTION OR ALL OF THE PROPERTY IN THE NAME OF THE PURCHASER ON SUCH TERMS AS THE RECEIVER MAY DEEM ADVISABLE, TO MAKE SUCH ALTERATIONS, REPAIRS AND IMPROVEMENTS TO THE PROPERTY AS THE RECEIVER MAY DEEM ADVISABLE, AND TO RECEIVE ALL RENTS AND INCOME THEREFROM AND ISSUE RECEIPTS THEREFOR, AND OUT OF THE AMOUNTS THAT ARE SO RECEIVED, TO PAY ALL OF THE DEBTS AND OBLIGATIONS FOR WHICH THE PURCHASER IS LIABLE HEREUNDER PRIOR TO OR DURING THE PERIOD OF THE RECEIVERSHIP, INCLUDING, WITHOUT LIMITATION, PAYMENTS ON OR FOR THIS CONTRACT, PRIOR ENCUMBRANCES, TAXES, ASSESSMENTS, INSURANCE PREMIUMS, UTILITY BILLS AND COSTS OF OPERATING, MAINTAINING, REPAIRING AND MANAGING THE PROPERTY. ANY SUMS RECEIVED BY THE RECEIVER IN EXCESS OF SAID AMOUNTS SHALL BE RETAINED BY THE RECEIVER TO DISCHARGE ALL REMAINING LIABILITIES OF THE PURCHASER UNDER THIS CONTRACT UNTIL THE ENTIRETY OF SUCH OBLIGATIONS HAVE BEEN SATISFIED, AT WHICH POINT ANY REMAINING EXCESS SHALL BE PAID TO THE PURCHASER WITHOUT INTEREST.

11. COSTS AND ATTORNEYS' FEES--IF EITHER PARTY SHALL BE IN DEFAULT UNDER THIS CONTRACT, THE NONDEFAULTING PARTY SHALL HAVE THE RIGHT, AT THE DEFAULTING PARTY'S EXPENSE, TO RETAIN AN ATTORNEY OR COLLECTION AGENCY TO MAKE ANY DEMAND, ENFORCE ANY REMEDY, OR OTHERWISE PROTECT OR ENFORCE ITS RIGHTS UNDER THIS CONTRACT. THE DEFAULTING PARTY HEREBY PROMISES TO PAY ALL COSTS AND EXPENSES SO INCURRED BY THE NONDEFAULTING PARTY, INCLUDING, WITHOUT LIMITATION, ARBITRATION AND COURT COSTS, COLLECTION AGENCY CHARGES, NOTICE EXPENSES, TITLE SEARCH EXPENSES, AND REASONABLE ATTORNEYS' FEES (WITH OR WITHOUT ARBITRATION OR LITIGATION), AND THE FAILURE OF THE DEFAULTING PARTY TO PROMPTLY PAY THE SAME SHALL IN ITSELF CONSTITUTE A FURTHER AND ADDITIONAL DEFAULT. IN THE EVENT EITHER PARTY HERETO INSTITUTES ANY ACTION (INCLUDING ARBITRATION) TO ENFORCE THE PROVISIONS OF THIS CONTRACT, THE PREVAILING PARTY IN SUCH ACTION SHALL BE ENTITLED TO REIMBURSEMENT BY THE LOSING PARTY FOR ITS COURT COSTS AND REASONABLE ATTORNEYS' FEES, INCLUDING SUCH COSTS AND FEES THAT ARE INCURRED ON APPEAL. ALL REIMBURSEMENTS REQUIRED BY THIS PARAGRAPH SHALL BE DUE AND PAYABLE ON DEMAND, MAY BE OFFSET AGAINST ANY SUM OWES TO THE PARTY SO LIABLE IN ORDER OF MATURITY, AND SHALL BEAR INTEREST AT THE DEFAULT RATE FROM THE DATE OF DEMAND TO AND INCLUDING THE DATE OF COLLECTION OR THE DUE DATE OF ANY SUM AGAINST WHICH THE SAME IS OFFSET.

12. NOTICES-- ANY NOTICES REQUIRED OR PERMITTED BY LAW OR UNDER THIS CONTRACT SHALL BE IN WRITING AND SHALL BE SENT BY FIRST CLASS CERTIFIED OR REGISTERED MAIL, RETURN RECEIPT REQUESTED, WITH POSTAGE PREPAID, TO THE PARTIES ADDRESSES SET FORTH IN THE SPECIFIC TERMS OF THIS CONTRACT. EITHER PARTY MAY CHANGE SUCH ADDRESS FOR NOTICE AND, IF PAYMENTS ARE NOT MADE TO AN ESCROW OR COLLECTION ACCOUNT, THE SELLER MAY CHANGE THE ADDRESS FOR PAYMENTS, BY DESIGNATING THE SAME TO THE OTHER PARTY HERETO IN THE MANNER HEREINABOVE SET FORTH AND BY CAUSING A COPY OF SUCH CHANGE TO BE PROPERLY RECORDED. ALL NOTICES WHICH ARE SO ADDRESSED AND PAID FOR SHALL BE DEEMED EFFECTIVE TWO (2) BUSINESS DAYS FOLLOWING THE DEPOSIT THEREOF IN THE U.S. MAIL, IRRESPONSIBLE OF ACTUAL RECEIPT OF SUCH NOTICE BY THE ADDRESSEE.

13. TIME OF PERFORMANCE-- TIME IS SPECIFICALLY DECLARED TO BE OF THE ESSENCE OF THIS CONTRACT AND OF ALL ACTS REQUIRED TO BE DONE AND PERFORMED BY THE PARTIES HERETO, INCLUDING, BUT NOT LIMITED TO, THE PROPER TENDER OF EACH OF THE SUMS REQUIRED BY THE TERMS HEREOF TO BE PAID.

14. LEGAL RELATIONSHIP-- THE PARTIES TO THIS CONTRACT EXECUTE THE SAME SOLELY AS A SELLER AND A BUYER. NO PARTNERSHIP, JOINT VENTURE OR JOINT UNDERTAKING SHALL BE CONSTRUED FROM THESE PRESENTS, AND EXCEPT AS HEREIN SPECIFICALLY PROVIDED, NEITHER PARTY SHALL HAVE THE RIGHT TO MAKE ANY REPRESENTATION FOR, ACT ON BEHALF OF, OR BE LIABLE FOR THE DEBTS OF THE OTHER. ALL TERMS, COVENANTS AND CONDITIONS TO BE OBSERVED AND PERFORMED BY EITHER OF THE PARTIES HERETO SHALL BE JOINT AND SEVERAL IF ENTERED INTO BY MORE THAN ONE PERSON ON BEHALF OF SUCH PARTY, AND A DEFAULT BY ANY ONE OR MORE OF SUCH PERSONS SHALL BE DEEMED A DEFAULT ON THE PART OF THE PARTY WITH WHOM SAID PERSON OR PERSONS ARE IDENTIFIED. NO THIRD PARTY IS INTENDED TO BE BENEFITTED BY THIS CONTRACT. ANY MARRIED PERSON EXECUTING THIS CONTRACT HEREBY PLEDGES HIS OR HER SEPARATE PROPERTY AND MARITAL COMMUNITIES IN SATISFACTION HEREOF.

15. SUCCESSORS-- SUBJECT TO THE RESTRICTIONS CONTAINED HEREIN, THE RIGHTS AND OBLIGATIONS OF THE SELLER AND THE PURCHASER SHALL INURE TO THE BENEFIT OF AND BE BINDING UPON THE RESPECTIVE ESTATES, HEIRS, EXECUTORS, ADMINISTRATORS, SUCCESSORS, SUCCESSORS IN TRUST AND ASSIGNS; PROVIDED HOWEVER, NO PERSON TO WHOM THIS CONTRACT IS PLEDGED OR ASSIGNED FOR SECURITY PURPOSES BY EITHER PARTY HERETO SHALL, IN THE ABSENCE OF AN EXPRESS WRITTEN ASSUMPTION BY SUCH PARTY, BE LIABLE FOR THE PERFORMANCE OF ANY COVENANT HEREIN. ANY ASSIGNEE OF ANY INTEREST IN THIS CONTRACT, OR ANY HOLDER OF ANY INTEREST IN THE PROPERTY, SHALL HAVE THE RIGHT TO CURE ANY DEFAULT IN THE MANNER PERMITTED AND BETWEEN THE TIME PERIODS REQUIRED OF THE DEFAULTING PARTY, BUT EXCEPT AS OTHERWISE REQUIRED BY LAW, NO NOTICES IN ADDITION TO THOSE PROVIDED FOR IN THIS CONTRACT NEED BE GIVEN.

16. APPLICABLE LAW-- THIS CONTRACT SHALL BE GOVERNED AND INTERPRETED IN ACCORDANCE WITH THE LAWS OF THE STATE OF WASHINGTON AND THE VENUE OF ANY ACTION BROUGHT TO INTERPRET OR ENFORCE ANY PROVISION OF THIS CONTRACT SHALL BE LAID IN THE COUNTY IN WHICH THE REAL PROPERTY IS SITUATED. ALL SUMS HEREIN REFERRED TO SHALL BE CALCULATED BY AND PAYABLE IN THE LAWFUL CURRENCY OF THE UNITED STATES.

17. ENTIRE AGREEMENT--THIS CONTRACT CONTAINS THE ENTIRE AGREEMENT OF THE PARTIES HERETO AND, EXCEPT FOR ANY AGREEMENTS OR WARRANTIES OTHERWISE STATED IN WRITING TO SURVIVE THE EXECUTION AND DELIVERY OF THIS CONTRACT, SUPERCEDES ALL OF THEIR PREVIOUS UNDERSTANDINGS AND AGREEMENTS, WRITTEN AND ORAL, WITH RESPECT TO THIS TRANSACTION. NEITHER THE SELLER NOR THE PURCHASER SHALL BE LIABLE TO THE OTHER FOR ANY REPRESENTATIONS MADE BY ANY PERSON CONCERNING THE PROPERTY OR REGARDING THE TERMS OF THIS CONTRACT, EXCEPT TO THE EXTENT THAT THE SAME ARE EXPRESSED IN THIS INSTRUMENTS. THIS CONTRACT MAY BE AMENDED ONLY BY WRITTEN INSTRUMENT EXECUTED BY THE PURCHASER AND THE SELLER SUBSEQUENT TO THE DATE HEREOF.

IN WITNESS WHEREOF, THE PARTIES HAVE HEREUNTO SET THEIR HANDS THIS 8 DAY OF NOVEMBER, 1988.

SELLER:

Lynda J. Olson  
LYNDA J. OLSON  
H.C.RT.2 BOX 110  
LYLE, WASHINGTON 98635

PURCHASER:

Michael R. Smith  
MICHAEL R. SMITH  
4119 S.E. MAIN STREET  
PORTLAND, OREGON 97214

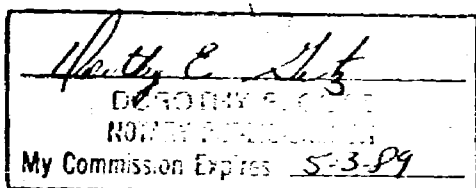
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STATE OF Oregon WASHINGTON )  
COUNTY OF ) SS.

THIS IS TO CERTIFY THAT ON THIS DAY PERSONALLY APPEARED BEFORE ME  
-----LYNDA J. OLSON, A SINGLE PERSON-----

TO ME KNOWN TO BE THE INDIVIDUAL DESCRIBED IN AND 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 22<sup>nd</sup> DAY OF  
NOVEMBER, 1988.  
December



NOTARY PUBLIC IN AND FOR THE STATE OF  
WASHINGTON Oregon  
RESIDING AT The Dalles, OR.

FILED FOR RECORD  
SKAMMIA CO. WASH  
BY GARY M. OLSON  
DEC 22 3 56 PM '88  
AUDITOR  
GARY M. OLSON

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EDGEWATER PROPERTIES

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. *\* CR from well on lot # 4 of said properties.*
3. MAINTENANCE: *MS 7/0* 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 dewelling.
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 nusance to the neighborhood and owners shall determaine 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.

*MS 11/0* ATTACHED TO REAL ESTATE CONTRACT DATED 8 NOVEMBER 1988  
SELLER: LYND A J. OLSON  
PURCHASER: MICHAEL R. SMITH  
*MS 11/0* ~~LOTS 1 THRU 8, 10 THRU 13 AND LOT 15~~ EDGEWATER PROPERTIES  
BOOK OF PLATS, PAGE 119, RECORDS OF SKAMANIA COUNTY, STATE  
OF WASHINGTON.

*MS 11/0*  
\* LOTS 1, 2, 3, 4, 7, 8, 10, 11, 12, 13, 15