WATER FRONT RECREATION, INC. a Washington corporation, hereinafter called Lessor, in

consideration of the rents to be paid and envenants to be performed by Clause Co. Jones

tiereinbiter called Lessee, leases to Lessee the following described cabin site on the terms and conditions stated herein:

Cabin site number & of the North Woods as shown in red on Exhibit "A" attached hereto fall distances being approximations), being part of Government Lots 4 and 8, Section 28, Township 7 North, Range 6 Eust, W.M., Skamania County, Washington, SUBJECT, however to an easement for right of way for access road acquired by the United States of America. United States Forest cervice.

SECTION 1 OCCUPANCY

1.01 Term. This Lease is granted for the period beginning terminating on June 1, 2025, unless sooner terminated as hereinatter grovided.

1.02 Maste 'ease. Lessor holds the above-described premises under a lease, hereinafter referred to as the "master lease," dated August 11, 1970, from the State of Washington, acting by and through the Department of Natural Resources.

1.03 Master Lease Incorporated. The master ' ase is on file with Lessor and is available for inspection. essee's rights hereunder are subject to all the terms, provisions, exceptions and reservations set forth in said master lease (as to which Lessee is a sub-lessee) and incorporated herein by reference, including, without limiting the foregoing an easement for right of way for an access road acquired by the United States of America, United States Forest Service and the right of the State of Washington to inspect the premiser at reasonable times.

SECTION 2. RENTAL

2.01 Basic Rental. As rental for each lease year, the Lussee shall pay the sum of

4 Dollers (\$ 400 00 Dollers (\$ 400 _____). Rent shall be paid in advance, on the first day of Septembe. "each it wit, hereinafter referred to as the "anniversary date." All payments shall be made to Lessor at 8655 Can you had, Portland, Oreyon, or at such other place at which the Lessor may notify the Lessee in writing. Rent for the fraction of any lesse year shall be prorated. The lease year shall be from September 1 through the succeeding August.

2.02 Rent Adjustments. Lessor may, as of any anniversary date, increare the annual rental as follows:
(a) Under the master lease, Lessor's rental to the State of Washington may be increased on June 1, 1980, (a) Under the master lease, Lessor's rental to the state of washington may be increased on June 1, 1200, and at intervals of not less than ten (10) years thereafter. Lessor may increase Lessee's rental hereunder at such times as Lessor's rental under the master lease is in reased. The amount of such increase that the Lessee shall be responsible for and required to pay shall equal the total rental increase under the master lease to Lessor multiplied by the Lessee's annual rental to the Lessor divided by the total annual rental of the Lessees of the circle in the North Woods. Annual rental as used therein shall mean the total rent the Lessee is required to pay to Lessor for the year immediately preceding the year of the increase. The aforesaid formula is illustrated as for ows.

Lessed's share Increase under master lease Lessee's annual rental Total annual rentals of sites of increase

(b) In addition to the increase permitted under subparagraph (a) about, Lessor may as of any anniversary date, increase the annual rental hereunder on account of taxes and assessments against said real property in an amount, which together with prior increases on account of taxes and assessments, shall not exceed the total of the amount by which taxes and assessments on the land covered by the moster least exceeds such taxes or 1970, divided by the number of improv. d cab. Valtes on sald anr 'versary date.

(c) Finally, every ten years beginning Captember 1, 1980, the annual rental shall, at the option of the Lesser, be at justed to raffect the percent of increase from September 1, 1970, in the Consumer Price Index as published by the Bureau of Labor Statistics, U.S. Department of Labor; that is, the annual rental each year for the succeeding ten years shall be lovreased as compared with the annual rental as set forth nerein by the same percuntage at the increase in said Consumar Price Index differs from said index for September 1, 1870.

SECTION 8. LESSUR'S CONVENANTS

3.01 Declaration. In order to preserve the natural beauty of the North Woods, to provide for the control INCLUDE TRANSPORT OF THE CONTROL OF THE PROPERTY OF THE NORTH WOODS, to provide for the control of structures erected the room, improvements to be made thereun, and for the purpose of extending to the residents therein the greatest possible peace, enjoyment, privacy, health, comfort, safety, and preservation of property values, Lessor does hereby certify and declare that with the sole exception of lot 19, which is the North Woods Salus Office, the following reservations, conditions, covenants, agreements and restrictions shall become and are hereby made a part of all leases of property within the plat of the North Woods as the same appears on the map survey recorded in the office of the County Auditor of Skamania County, Washington.

3.72 Boat Dock. Lessor shall construct a boat dock for the common use of residents of the North Woods. In the event construction of said boat dock is not completed by September 1, 1972, it is hereby agreed that in lieu of such construction. Lessor shall contribute \$5,000.00 to the North Woods Association, hereinafter described in paragraph 5.09, for construction of such dock.

SECTION 4. USE OF SITE

4.07 Permitted Use. The pable site shall be used only for residential purposes. No building shall be created, altered, placed, or permit ed so remain on the cabin site other than on, detached single family dwalling and buildings incidental to residential bec. End "A cabin site shall not be further subdivided into building lots.

4.02 Condition of Site. ' to premises hereby leased have been inspected by Lessee and are accepted in

4.03 Valicies. No vehicles shall be parked in roadways. Vehicles shall not be operated carelessly of in excessive of hosted speeds. No vehicle shall be operated at any time without a muffler in good working order. Excessive

4.04 Maintenance. All lots shall at all times be kept in a clean, sightly, and wholesome condition and no trash, getbege, litter funk, boxes, containers, bottles, cans, morninery, implements, lumber, or other building materials, shall be parmitted to be or remain exposed on any lot and visible from any street or adjoining or nearby premise.

4.06 Signs. No signs of any kind dialities displayed to the public view on any lot in the tract exceptions professional sign, or not more than 18 inches by 24 inches in size, advertising the property for sale of ront, and exceptions agains used by a builder or developer to advertise the property during the construction and sales period.

4.06 Nulsance. No noxious or offensive trade or activity shall be carried on or upon any lot in the tract-nor shall anything be done thereon which may be become an annoyance or nulsance in the area.

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SECTION 6. IMPROVEMENTS continued

4.07 Animals. No er "...als, livestock, or poultry of any kind shall be raised, or kept on siny o', except that cats, dogs, or other household pets may be kept, but not for any commercial purpose. Household pets shall not us allowed to become an annoyance or nuk.ano. to the neighborhood.

4.08 Incineration. Because of unplearant odors and unsightliness, no individual incinerator will be

s and Fireplaces. Interior fireplaces, stoves, or other type burner must be fireproofed by use 4.09 Fi of sparkproof screens. All fires must be extinguished before leaving cabin. No fires shall be lit or maintained outside of any cabin.

4.10 Firearms and Fireworks. Discharging firearms, firecrackers, rockets or any other fireworks within the North Words area shall be prohibited.

4.11 Commercial Use. No plaited lot shall be used for any commercial purpose, except that a Lessee may revehis cabin from time to time, and in such case shall be responsible that his tenants abide by these covenants,

4.12 Motorbikes. No motorbike or motorcycle riding of any nature shall be allowed except for

The fire extinguisher (minimum two quart capacity) must be kept in every cabin. 4.13 Fire Extinguis*

No tent, house trailer, or mobile home, whether the same be on wheels or not, 4.14 Trailers and \ shall be parmitted on any lot except during the period of cabin construction and for guests over a weekend period.

4.15 Solicitation. There shall be no solicitation or distribution of handbills or circulation of any kind without the written consent of Lessor.

4.16 Hose Bibs. One hose bib shall be installed on outside wall of each cabin for fire protection on or before completion of the cabin.

SECTION 6. IMPROVEMENTS

5.01 Plans A, proved. No building shall be erected, placed, or altered on the cebin site until the construction plans showing the location of the structure have been approved by the Lessor as to conformity with plan of ality of workmanship and materials, harmony of external design and color with existing structures, and as develop~ of to to jography and finish grade elevation. Such approval shall be in writing.

5.02 Sunding Materials. All building construction shall be of log or wood frame. Wood frame stucco or simulated brick veneer construction is expressly prohibited. All roofs shall be of wood shingle or stake, or of an acceptable composition – color to be approved prior to application by the Lessor or such person or persons resignated by Lessor.

5.03 Completion. Capins must be complexed from all outward appearance within one (1) year from the time such construction is started. Cabii. construction must be started within three years from the date of the signing of Cabin Site Lease.

5.04 Tree Removal. The Lessee of each cabin site may remove from said site all trees, shrubs, and foliage

5.04 Tree Removal. The Lesse of each cabin site may remove from sold site on decay onecessary to prepare the property for building subject to the following conditions:

As required by the State of Washington in the master lease, any tree whose diameter is over 8" at chest height must be marked by Lesse for Lessor's inspection. Lessor will be the condition of th then notify the Washington State Department of Natural Resources and requ standard appraisal of value. Lessee will then pay Lessor for the value of the free boto-removal. Any additional clearing beyond that necessary for the construction of improvements shall be prohibited. The intent is to remove as few trees as possible to the end that the community remain natural and rustic.

5.05 Lot Markers. Lessee will use all reasonable care to make certain that the lot markers, as established by Lessor, are not moved or destroyed.

5.68 improvements Other Than On Cabin Site. No improvements of any kind shall be const ucted or placed upon any area covered by the master lease without Lessor's prior written consect.

6.07 Ownership of Improvements. The master lease provides as follows:

*8.04 Ownership of Sub-lessee Improvements. All buildings and Improvements, excluding removable personal property and trade fixtures on t' e leaser site [North Woods] erected by Sub-lessee [Lessee herein] will remain un said site # er expiration of this lease [master lense] or termination prior to the term of this lease [master 'ease, of any sub-lease [this lease] held or termination prior to the termination of this lease [master 'easer, of any sub-lease [this lease] held by the State under the provisions of paragraph 5.08; pt wided, however, upon the expiration of the lease [master lease], if the State is unsuccastful in re-leasing the leased site [North Woods], as a unit, then each sub-lease [Lesse heroin] shall have preferential right as allowed by law to re-lease from the State its sub-lease area; provided, firther, upon the termination or expiration of this lease [master lease] or a sub-lease (this lease) all assigned under paragraph 5.09 that as a condition of any re-lease of the leased site or sub-leased site to any other party made during the three year period following the State shall require the subsequent Lessee to purchase the Sub-lessed's (Lessee herein) interest in the improvements as allowed by law. Expiration, as used in this paragraph, shall mean the expiration of the lease as of May 31, 2025."

The parties hereto egree that the terms and conditions of the above quoted paragraph shall be applicable provided:

(a) That Lessee is not in default under any of the terms and conditions of this lesse; and (b) That Lessee's lesse expires May 31, 2025. In the event of earlier expiration of this lesse, all buildings and improvements located upon the promises shall be the property of Lessor.

The parties herato further agree that the benefits of paragraph £.04 of the master less shall be enforceable solely against the State of Washington.

5.00 Taxes and Astolements. The Lessee shall pay in annual payments all taxes and escassments that are now charged or may become chargeable against the improvements placed upon the cable site, it wor in the future, commencing with the taxes first becoming due and payable after the date perest, all before such taxes and assessments become past due.

past due.

5.09 North Woods/Association. The fives in the plat and certain other common at sea shall be held in the name of The North Woods Association, a non-profit at sociation, of which the Lesses of lots in the plat shall be named as a sociation shall be fesponsible for the maintenance and repair of roads, the entire water system including but not limited to water systems serving the cabins on the premises, docks and common ar/as and improvements therein (I/any), as well as other community functions which mive be given it by its members. The owners (Lesses) of lots in the tract shall be required to pay dues of not less than one and one half dollars (13) per month and assessments to said. Association for their reasonable share of the costs of the functions and duties of the Association. Said dues shall commence at the time 50 lots are leased. It is under not and agreed that Lessor shall and it is hereby delegated to fulfill all duties, responsibilities and functions of the North Woods Association until fifty (50) lots in the North Woods are leased. At that time Lessor shall call a meeting of all Lessees for the surpose of fortning said Association.

ARE TWO # CABIN SITE LEASE

SECTION 6 LITILITIES

6.01 Sewage. Individual sewage disposal systems installed by Lessee must be designed structed in accordingle with the legal regulations, laws and ordinances of Skamenia County and the State of Alast

6.02 Reservation. Lessor reserves to itself and to its successors and assigns easements in charles go slong all loads and i ther common areas in the plat for any utilities whether presently installed or not line determine a leave ment is reserved in an area five (5) (ee, by ten (10) feet in one corner of each lot (to be selected by Lessor) a forming the read, for electric transformer vault end/or telephone and power service pedestals if any. And the assignment of the leave as to each individual lot shall be subject to the right to cross over or under the same along the lot lines, with utility lines. such n. .y be necessary in the development of this subdivision or adjoining subdivisions

6.03 Water. Each cabin site has or will be furnished water at σ_0 near the lot line. Each lessen a receive water from the water system supplying the North Woods and further agrees to pay Lessor \$225.00 for the right to

6.04 Maintenance. The lessee shall bear the responsibility and expense of furnishing, installing, back filling, and maintaining each underground trench or other digging upon such cabin site which a necessary for any unit of connections or facilities to serve such cabin site.

SECTION 7. MISCELLANEOUS

7.01 Lessee's Duties. Lessee agrees to comply strictly with the Lessor's rules and regulations and all applicable Federal, State, County, and Municipal laws, rules and regulations releting to all activities contemplated under this ase, including but not limited to, use of public or private roads, parking, fire and prevention of fire, public health, and pollution of streams or lakes, and to assume all obligations thereby imposed upon the Lessor. Le sor may inspect the cabin site and cabin at any time to determine compliance with the terms of this lease.

7.02 Indemnification. Lessee hereby agrees to assume all risk of, and indemnify and hold harmless, and at the Lessee's expense, defend the Lessor from and against, any claims, loss, cost, legal actions, liability or expense on account of personal injury to or death of any persons whomsoever, including but not limited to employ ess of the Lesser. or damage to or destruction of property to whomsoever belonging, including but not limited to property of the Lessor which might result from Lessee's activities on the leased premises. The Lessee further agrees to indemnify and save harmless the Lessor from any loss, cost, suit or expense resulting from Lessee's failure to comply with any of the provisions of any applicable laws, rules or regulations.

7.03 Insurance. Lessee shall obtain fire, casualty and liability insurance as follows:

(a) Fire and casualty insurance in a sufficient amount to cover the replacement cost of any or all improve ments upon the leased premises. Such insurance shall be carried by a responsible company or companies satisfactory to Lessor and the policy or policies shall be endorsed and delivered to Lessor with provision for thirty (30) days notice of cancellation to Lessor.

(b) Liability and property insurance insuring Lossor and Lesses against all liability for damages to persons or property caused by the maintenance, use or occupancy of the leasted premises or by reason of the conduct of any activity carried in therein. Such insurance shall be carried by a responsible company or companies satisfactory to Lessor in amounts not less than the following limits, namely

Bodily injury to or death of any one person, \$5,000.00,

Bodiny injury or death resulting from any one accident to two or more persons, \$10,000,000 and

property damage, \$1,000.00.

Lessee shall deliver to Lessor certificates and receipts evidencing said policies of insurance and further proceeds with the company or companies for thirty (30) days' notice of cancellation to Lesson

7.04 Assignment. Without the pric. writter consent of Lessor, Lessee shall not assign the lessor interest therein, or sublet, and no heir, executor, administrato , receiver, trustee in bankruptcy or other proper tion of law shall assign or sublease without such written consent

7.05 Walver. Any waiver by the Lessor of any provisions hereof must be in writing and ants, conditions, restrictions, in this lease may be annulled, waived, changed, or modified with respect of sald property by Lessor at any time.

7.06 Attorneys' Fees. In the event any action, suit, proceeding or appeal therefrom a brought or collect the rent due or to become due hereunder, or any portion thereof, or to get possession of said premises, or to enforce compliance with this lease, or for failure to observe any of the covenants of this lease, the prevaiing party study to entitled to recover such sum as the Court may actudge reasonable as attorneys fees to be allowed in said sunt, action, and ending appeal therefrom in addition to such other relief granted by the Court.

7.07 Condemnation. The parties hereto shall receive any sums or damages paid or awarded to person of any taking, condemnation or acquisition during the existence of this lease as their interests therein shall the content or not by litigation, by any authority, person or conporation, whether public or private, of any tutle to or in test and the

7.08 Reservoir Level. The Lessee acknowledges by signing this lease that Pacific Power and Light Company has the right to fluctuate the waters of Swift Reservoir at any time within the provisions of Federal Po. or Commission License No. 2111 or as amended. The Lessee shall waive all claims or damage and shall indemnif, Partin Power and Light Company, the State of Weshington, Lessor or their successors, if any, against any claim, of damage arrang from fluctuation in reservoir level or impairment of recreational use of the reservoir or side or floating facilities

7.09 Validity of Provisions. The determination of any Court that any provisions of this least are anlawful or void shall not affect the validity of any other provision hereof.

7.10 Enforcement of Restrictions. Without in any way limiting the rights of Lessor, if the parties apon whom the provisions hereof are binding, or any of them, shall violate or attempt to violate any of the reservations, restrictions or covariants hereof, the Lessor or any lessee of land in the tract, shall have the right to compel performance of or compliance with the provisions hereof, to abate and remove, at the expense of the offending lessee or lessees of the property, any structures or erections in violation of the provisions hereof, to recover damage for any such violation or attempted violation of the provisions hereof and to prosecute any proceedings at the violation of the provisions hereof and to prosecute any proceedings at the violation of the aforesaid remedies like any Court having jurisdiction of such cases.

7.11 Reservations on Land. All of the reservations, conditions, covenants, agreements and restrictions shall the land and shall be binding on the lessest of all property covered hereby and all parties and persons claiming under them the on all property within the treet.

7.12 Assormant. Without limiting Lessor's right to an or assign this lease or land, Lessor may assign this lease or land, Lessor may assign the following the college of Lessor hereunder, Lessor shall thereby be released of and relieved from any and all obligations under this lease.

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SECTION & TERMINATION

instault and finitice of the plats of business and on the part of the Lesson in the observance or organises of the second of the lease by him to be observed or performed and sale days ofter written notice the lessor may allow option, immediately terminate this the Charger, and forthwith exclude the classe from the premise, and from all rights hereunder, the Lesser station contributes be habite to the Lesser for all final time to recover and the contribute of the Lesser station contributes incurred by the station of the contribute of the Lesser of t in mail are made by depositing such notice in the United States mails addressed to the Lessee at

8 02 Master Lease Termination. It sexpressly understood that Lessor has leased the premises from the frate of Washington for a period ending June 1, 2025. The mastic lease provides that in the event it is terminated for any eason whatsoever, prior to the leave termination date, such termination shall operate as an assignment to the State of Washington of this lease together co the unrestructed right of the State to receive payment of the rents never provided from the date of said a signment.

8.03 Failure to Provide Property Report Lessee shall have the option to void this lease if he does not receive a property replact prepared on scann to the rights and regulations of the U.S. Department of Flouring and Urban Development on advance of an at the time of the signing the lease, and Lessee shill have the right to revoke this leise. within 48 hours after signing the care the distinct energy the property report at least 48 hours before signing the lease. However, this option to visit the least state of the late, where Lessee has received the property report and inspected the late or lots to be leased in advance of sign of the east and a knowledges by his signature that he has made suc inspection and has read and understands such second

of this lease if seldoes not receive a property report prepared and pur-Lessee shall have his Scient to rules and copy at our other copy

have shall and shall inure to the new of the respective liers representatives, sancieus en amongo qui to the event lease is more than one person, the liability of such persons hereunder shall be point and longer at

8.04 Easements. As shown on the plat of The North Woods", 20 feet easements are reserved to the 8.04 Easements. As shown on the plat of This North Woods." 20 feet easements are reserved to the Lessor and its assigns on the water front it allows of bots in 17 8, 8, 19, 20, 21, 22, and 23 for purposes of corribunity boat docks. Some easements shall not unevent instead in this most brown developing their own shreeside docks providing such facilities of not interfere with the boat if allowations, of the community dock system.

Five host easements are reserved to the Lesson and it is a girl on the southerly lot line of Lot 10, and the northerly set (an of Lot 11 for access to the highest form.) Such as less to serve as participal, to boat docks if it is determined by Lesson that additional boat docks are needed to serve. The North Woods, community.

IN WITNESS WHEREOF, the parties have executed this lease or disposate, this 3144 day of

Lieggerst 1115-

WATER FRONT RECREAT
By R J Lossy
President

LESS! R

Liver hereby acknowledge that prior to the signing of this lease. I (we) have received, read, and understand the PROPERTY REPORT prepared pursuant to the rules and regular ons of the U.S. Department of Housing and Urban Development (office of Interstate Land Sales Registrations, and the PROPERTY REPORT prepared pursuant to rules and regulations of the Oregon Subdivision control law ORS 92 210 - 92 990. I (we) also anknowledge that I (we) have inspected the lot to be