

COLUMBIA GORGE VILLAGE
HOME VALLEY, WASHINGTON

From
BURGESS PROPERTIES
Lessor

To:

Address:

Lessees or Purchaser of lots

Of

Homesite Lot No.

Plotted or Unplotted

COLUMBIA GORGE VILLAGE

SKAMANIA COUNTY, WASHINGTON

Date:



COLUMBIA GORGE VILLAGE

BUILDING RESTRICTIONS

- A. Planning Commission to consist of no less than five members.
 - 1. Architect - Two members of Burgess Properties - Two members of owners or lessee of lots.
- B. Planning Commission must be presented all plans of buildings before any tree is disturbed or any foundation is started.
- C. Trees must take first priority, not only for beauty, but for personal comfort in the summer months.
- D. Only single unit dwellings, for one family, minimum of 700 square feet will be allowed on each lot sold or leased.
- E. Dwellings must be designed around large or groupings of trees, patio as well must be built around trees of any size, unless there is given a special exception by the Planning Commission.
- F. All brush is a fire hazard and must be eliminated from lots.
- G. Architecture - Rustic Modern Only
 - 1. Roof Pitch must be O.K.'d
 - 2. Roof must be thickness of Hollywood shakes or thicker.
 - 3. Paint - Color must be subdued. At needed intervals, dwelling must be kept in good repair.
 - 4. Exterior of dwelling must be completed six months after laying of foundation.
 - 5. Patio and fence must be completed with dwelling.
 - 6. No Camping, Campers or Trailers allowed south of the tracks.
 - 7. Boat-trailers, clothes-lines, out-door tools etc. must be hidden from all common areas, by storage closets or fences.
 - 8. Only sunken garbage cans permitted.
- H. Set Backs - Trees take priority.
 - 1. Waterfront set back must be behind first row of trees and on average line with neighbors, as to not impair anyones view.
 - 2. Side set back should be at least 5 ft. unless tree locations make it not feasible.
 - 3. Set back from Merle Burgess Way will be 15 ft. to allow a utility path.
- I. Lighting
 - 1. Each Owner or Lessee when building will be required to install matching yard lights - one in front and one in back, all regulation - automatic on at dusk - off at day break - Seven months - April 1st to November 1st each year. This will light the Common Areas for all to enjoy.
- J. Signs
 - 1. Regulation signs of names of owners or lessees will be required, if owners or lessees want their name designating their location in Village.

LEASE OR PURCHASE

THIS LEASE OR SALE, MADE AS THE DATE SET ABOVE, BY AND BETWEEN BURGESS PROPERTIES, THE LESSOR, AND THE PURCHASERS OR LESSEES NAMED ABOVE, HERE IN AFTER CALLED THE "LESSEES."

W I T N E S S E T H

Burgess Properties is the owner of an unspoiled wooded area lying between State Highway 830 and Bonneville Pool, with more than a mile of shore-line in the beautiful Columbia Gorge in Skamania County, Washington, known as Columbia Gorge Village.

Burgess Properties wishes to develop this into a small fine Village of a distinctive character. At the same time it wishes to maintain, in so far as possible, the natural character of this scenic land and to require that all manmade structures blend into the natural background.

Burgess Properties is willing to lease to lessees on a long-term basis a homesite in Columbia Gorge Village, provided that lessees will agree to certain conditions and restrictions on the use of such site, designed to protect all members investments.

LESSEES AND PURCHASERS ALIKE UNDERSTAND THAT THEIR RIGHT TO USE A HOMESITE WILL BE SUBJECT TO THE COVENANTS, RESTRICTIONS AND CONDITIONS HERE IN SET FORTH AND THAT THE SAME WILL BE STRICTLY ENFORCED.

Now, therefore, Burgess Properties, for and in consideration of the agreements, conditions, and stipulation of lessees herein expressed, does hereby lease unto lessees the premises described under the caption "Description of Leased Premises" on Schedule 1, and/or Schedule 2, whichever applies.

TO HAVE AND TO HOLD the said premises until lessees for the term set forth below.

It is agreed between the parties as follows:
Section 1. Lease Term

1.A. The term of this lease shall commence as of the date set forth above and shall terminate ____ years following the date hereof, with option to renew at anytime within six months prior to the expiration of this lease. Lessees shall have the right to renew this lease for an additional period of ____ years providing the increase or decrease of the cost of living be taken into consideration. (Esculator Clause) As written in Schedule 1.

Lessees may exercise their option by notifying the lessor in writing of their election to do so within the six month expiration period

Section 2. Rental

2.A. Lessees shall pay to the lessor as rental for the leased premises the sums set forth under the caption "Primary Rental" in Schedule 1. Such rental is the primary rental.

2.B. Lessees shall pay to the lessor as additional rental for the leased premises the sum of \$10. per month for each calendar month during the term of this lease commencing with the calendar month succeeding the month in which this lease is dated, which rental shall be payable in advance, on or before the first day of each such calendar month. Such rental is the maintenance rental. If the Lessees shall desire to pay the maintenance rental for an entire calendar year in advance, they may do so and if maintenance rental for an entire calendar year is paid on or before January 1st of a particular calendar year the maintenance rental for such calendar year shall be the sum of \$100.00. The lessor shall place the entire amount of the maintenance rental reserved in this section, in a maintenance fund to be established and used as maintenance. There will be no maintenance rental paid prior to January 1st, 1968.

2.C. Lessor intends to charge the same sums as maintenance rental to each lessee and to place all of such sums in the maintenance fund. If Lessors or lessees at any time shall deem such maintenance fund to be inadequate for the purposes set forth, Lessors may increase the amount of the maintenance rental, provided that the maintenance rental of all lessees is increased in a uniform amount at the same time and provided that lessors has first obtained the consent in writing of lessees holding leases of 75 per cent of the homesites in Columbia Gorge Village.

Maintenance of common areas and maintenance fund.

1. Payment of the cost of maintaining private ways, common areas, recreational facilities, maintain beach and promenade;
2. Payment of taxes assessed against improved property, private ways and other common areas within Columbia Gorge Village and the improvements thereon;
3. Payment of the cost of providing patrol service;
4. Payment of the cost of insurance, including insurance protecting lessors against liabilities;
5. Payment of the cost of enforcing restrictions on the use of property in Columbia Gorge Village.
6. Payment for other services which Lessors deem to be of general benefit to lessees.

Lessors shall have no obligation to provide the services set forth above except to the extent that moneys are available in the maintenance fund.

Section 3. Recreational Facilities

3.A. The lessors agree that within one year after 50 leases for homesites have been completed that it will build and complete a swimming pool - tennis court and restaurant the latter to be leased to restaurant operator within the area of Columbia Gorge Village.

The Lessors will permit Lessees and their guests to use such facilities subject to such rules and regulations as the Lessors may

adopt for the purpose of regulating the use of such facilities for the benefit of all entitled to use the same.

Section 4. Private Ways and Common Areas:

4.A. The Private Way is a roadway to all homesites for the purpose of walking thereon or traveling thereon by bicycle or motor vehicle, excluding motor-driven bicycles or motor cycles.

The Promenade, another Private Way, will be for the purpose of walking thereon. When this Private Way is not too filled with pedestrians - bicycles will be permitted, also electric cars for the Incapacitated. The Lessors reserve the right to use cars on the Promenade between lots 1 & 42 when they deem necessary.

4.B. The Common Area will be the area between the lake waterline and the Promenade.

The above areas herein granted shall be nonexclusive and use thereof for safety purposes, for the purpose of protecting the private ways and for the purpose of protecting the peace and quiet of the lessees. Such rules and regulations may include, but need not be limited to, traffic regulations in general, speed limits, limits as to the size of vehicles which may use the private ways and the prohibition or limitation of parking.

Beach Fires must be complied with State Forestry Regulations- Beach Fires must be only started at regulation points established by Lessors and must be extinguished when leaving beach fire.

Keep Clean Beach Each member will be responsible for refuse on the Common Area in front of their premises. No litter bugs in any area. Drop all papers, cans, bottles etc. in garbage containers only.

Firearms used only in specified places established by Lessors.

4:C. The Lessors will furnish tenants with a reasonable supply of water for domestic purposes free of charge as long as the present supply is available, or until a P.U.D or some other source might take over; but the lessors do not assume any responsibility for the quality, rate or continuity of supply, or freedom from impurities of such water.

4.D. The Lessor reserves unto itself, its successors and assigns, an easement and right of way over the leased premises for the purpose of constructing and maintaining thereon;

1. Wires and conduits for electricity, power, telephone;
2. Pipes and mains for water, gas, heat, sewers, storm drains and land drains; and
3. Any facility necessary or useful for the purpose of furnishing any other public utility.

Section 5. Assignment

5.A. Lessees may assign their interest in this lease or sublet the leased premises only after first obtaining the written consent of the Lessor to such assignment or subletting. This provision shall not be construed to prevent the assignment of this lease for security purposes.

5.B. The provisions of Section 5.A. shall not be deemed to prevent the transfer of Lessees' interest in this lease to a parent, spouse, child or grandchild of any of the Lessees, to any person to

whom a Lessee shall leave such interest by provision in his will or to any person who may receive such interest by operation of law upon the death of one of the Lessees.

5.C. In the event that Lessees shall mortgage their interest in this lease the mortgagee shall institute a suit or take other steps to foreclose its mortgage. During such 30-day period the Lessors shall have the option to purchase from the mortgagee the mortgagee's interest in the mortgage with the obligation for which the mortgage was given as security for the amount due to the mortgagee by Lessees on account of such obligation at the time of purchase. In the event that such mortgagee shall intend to sell Lessees' interest in this lease at public sale it shall give lessors 10 days' notice in writing of the time and place of such sale before holding such sale and lessors shall be permitted to be a bidder at such sale.

Section 6. Notice to Lessees.

Any notice which lessors or the planning committee shall desire to give to Lessees shall be sufficient if deposited in the United States mails in an envelope with postage prepaid, addressed to Lessees at the address set forth above unless Lessees have notified lessors in writing of some other address to which notices shall be sent. In the latter event notices will be sufficient if so mailed to the Lessees at the address which they have so furnished to lessors.

Section 7. Warranty of Title

Lessor's warrant that Lessees on paying the rentals herein reserved and performing the other covenants and agreements on their part to be performed hereunder, shall and may peaceably and quietly have, hold and enjoy the leased premises during the entire term of this lease.

Section 8. Personal Property Taxes

8.A. Lessees will pay all personal taxes assessed against the leased premises and the improvements thereon for all years during the term of this lease subsequent to the current tax year of Skamania County, except that Lessees shall be required to pay only a portion of the taxes payable with respect to the last year of this lease based upon the portion of such tax year during which Lessees shall have the right to occupy the leased premises according to the terms of this lease.

8.B. Lessees will pay all special assessments against the leased premises which become liens thereon during the term of this lease.

8.C. During the term of this lease Lessees will not suffer or permit any lien to be imposed against the leased premises which will affect the lessors interest therein. If lessees shall violate this provision the Lessors may take such steps as may be necessary to eliminate the lien and shall be entitled to recover the amount paid in so doing from Lessees at once.

8.D. Lessees shall have the right to contest the validity of any tax or special assessment against the leased premises which they deem to have been illegally assessed or levied and for that purpose shall have the right to institute such proceeding or proceedings in the name of the Lessors as it may deem necessary provided that the expenses incurred by reason thereof shall be paid by Lessees.

Section 9. Repairs and Governmental Regulations

9.A. Lessor shall have no obligation to repair or in any way maintain the leased premises

9.B. Lessees will comply with all lawful orders and regulations of the County of Skamania, State of Washington, or any other governmental agency having jurisdiction over the premises with respect to the maintenance, construction upon and occupation of the leased premises, all at Lessees' sole expense.

Section 10. Indemnity

During the term of this lease or any extension thereof or any occupancy hereunder, Lessees will indemnify and hold harmless Burgess Properties from all liability and claims for damages by reason of any injury to any person or persons or any damage to property of any kind what so ever and to whom so ever belonging, including the property of Lessees, resulting from in or in any way connected with Lessees' occupation of the leased premises or the occupation by any tenant of Lessees of such premises. Lessees further will indemnify and save harmless from all demands of whatever nature resulting from noncompliance or miscompliance with any laws, ordinances or regulations respecting the condition, use, occupancy, sanitation or safety of the leased premises or any part thereof.

Section 11. Waiver

Any waiver by Burgess Properties of the performance or observance of any of the covenants and conditions contained in this lease on the part of Lessees to be performed, or any leniency shown to Lessees in respect thereto or to any other members shall not be deemed to constitute a waiver of the right of the Lessors to proceed against the Lessees upon any subsequent breach by Lessees of the same or any other covenant or condition of this lease.

Section 12. Violation of Rules or Regulations Concerning Use of Private Way and Common Areas.

In the event that any person other than Lessees or a member of Lessees' family shall violate any rule or regulation which the Lessors may establish, the Lessors may bar such person from further use of the private ways in Columbia Gorge Village.

In the event that any person shall violate any rule or regulation which the Lessors may establish in accordance with the provisions of Section 3 herein or for the use of any common areas within Columbia Gorge Village, the Lessors shall have the right to bar such person from further use of the recreational facilities to be provided pursuant to Section 3 and from any common areas within Columbia Gorge Village.

Section 13. Violation of Provisions relating to Use of Property

In the event that Lessees shall construct or permit to be constructed an improvement on the leased premises contrary to the planning committee or in the event that Lessees shall maintain any improvement or thing on the leased premises contrary to the provisions of the planning committee, the Lessors may no sooner than 60 days after it has delivered to Lessees notice of the Violation of one or more of the provisions of such sections enter upon the leased premises and remove any improvement or thing which may be on the leased premises in violation of one or more of the provisions of such sections or alter, repair or change any improvement or thing

which may be upon the leased premises in violation of one or more of the provisions of such sections in such a manner as to make such improvement or thing conform to the provisions of such sections. The Lessors may charge Lessees for the entire cost of the work done by Burgess Properties pursuant to the provisions of this section, which sum shall become payable by Lessees to the Lessors at such time as the Lessors has delivered to Lessees notice of amount due.

Section 14. Violation of Provisions Concerning Care and Appearance of Premises, Landscaping and Use of Property

In the event that Lessees shall fail to comply with the provisions of the planning committee, The Lessors may no sooner than 30 days after it has been delivered to Lessees written notice specifying the respects in which Lessees are violating such section, enter upon the leased premises and take such steps as in its judgement may be necessary to remedy the violation of such section, Burgess Properties may charge the Lessees for the entire cost of the work done by the Lessors pursuant to the provisions of this section which sum shall become payable by Lessees to Lessors at such time as Burgess Properties has delivered to Lessees notice of the amount due.

Section 15. Injunction

In the event of any violation or threatened or attempted violation of any of the covenants, conditions, stipulations or restrictions herein contained either the Lessors or any member affected or who may be affected by the violation or threatened or attempted violation may institute proceedings in the Circuit Court of the State of Washington for the County of Skamania or any other court or competent jurisdiction against the Lessees or any person occupying the leased premises to enjoin the violation.

Section 16. Interest

If Lessees shall fail to pay to Burgess Properties any money due to the Lessors hereunder such sum shall bear interest from the date due until paid at the rate of 8 per cent per annum.

Section 17. Action to Collect Moneys Due and Damages

The Lessors shall have the right to institute an action against the Lessees to recover any moneys which may be due from Lessees to Lessors hereunder and any damages which it may sustain on account of the violation of any provision hereof.

Section 18. Termination of Lease

18.A. If Lessees shall fail to pay the primary or maintenance rent reserved hereunder or any installment thereof within 30 days from the time when the same shall become due the Lessors shall have the right to terminate this lease, provided that it has delivered to Lessees at least 10 days prior to the date of termination notice of its intention to terminate unless such rentals be paid.

18.B. In the event of repeated wilful violations of Sections 22 through 26, Burgess Properties may terminate this lease, provided that it has delivered to Lessees notice that it will terminate in the event of a further or continued violation of such sections and a further or continued violation occurs following delivery of such notice.

Section 19. Provision for Protection of Mortgagee in the Event of Termination

19.A. Burgess Properties may not terminate this lease pursuant to the provisions of Section 18.A. until 120 days after it shall have sent written notice of its intention so to do to a mortgagee whose mortgage is of record and unless the default referred to in such sections shall not have been cured within such 120-day period.

Section 20. Expenses and Attorneys' Fees

In the event that Burgess Properties shall bring any suit or action to enforce any covenant or condition contained herein or to collect any money due to it hereunder or in the event that Burgess Properties is involuntarily made a defendant in any litigation concerning this lease or the leased premises by reason of any act or omission of the Lessors, Lessees will pay to Lessors, costs and expenses incurred in connection with such suit or action including reasonable attorneys' fees.

Section 21. Nonexclusiveness of Remedies.

Burgess Properties election to pursue any remedy for violation of this lease provided hereunder shall not prevent it from following at the same time or any later time some other remedy provided hereunder. The remedies provided herein shall not be exclusive but shall be in addition to all other remedies provided Burgess Properties by law in the event of violation of this lease.

Section 22. Planning Committee

22.A. The planning committee shall at all times consist of as many persons, not less than three, as Burgess Properties shall appoint. The present members of the planning committee are named on Schedule 1. Burgess Properties shall have the right to terminate the term of office of any member of the planning committee at any time. Burgess properties shall keep on file at its principal office a list of the names and addresses of the members of the planning committee.

22.B. Except as otherwise provided herein any two members of the planning committee shall have power to act on behalf of the committee without the necessity of a meeting and without the necessity of consulting the remaining members of the committee. The committee may act only by written instrument, setting forth the action taken, signed by the members of the committee consenting to the action.

22.C. If any time the planning committee shall be reduced to a number less than three, or for any reason shall fail to function, the board of directors of Burgess Properties shall serve as the planning committee.

Section 23. Approval of Plans by Planning Committee

23.A. Burgess Properties recognizes that there can be an infinite number of artistic conceptions and ideas for the development of homesites consistent with its plan for the Village. The Lessors wish to encourage the formulation of such conceptions and ideas. Nevertheless, for the protection of all Village members, the Lessors wish, through the planning committee, to make certain that any development of a homesite will be consistent with its plan for the Village.

23.B. Lessees will not construct, alter or maintain any improvement on the leased premises until:

(a) The Lessees have submitted to the planning committee two complete sets of plans and specifications therefore in form satisfactory to the planning committee, showing in so far as is appropriate (i) the size and dimensions of the improvement, (ii) the exterior design, (iii) the exterior color scheme, (iv) the exact location of driveways and parking areas, (v) the scheme of drainage and grading, and (vi) the landscaping arrangement; and

(b) Such plans and specifications have been approved in writing by the planning committee and a copy of such plans and specifications as finally approved deposited for permanent record with the committee.

Approval of said plans and specifications may be withheld, not only because of their noncompliance with any of the restrictions and conditions contained in this lease, but also because of the reasonable dissatisfaction of the planning committee with the grading and drainage plan, the location of the structure on the homesite, the color scheme, the finish, design, proportions, shape, height, style, or appropriateness of the proposed improvement of alteration, the material used therein, the kind, shape, or type of roof proposed to be placed thereon or because of its reasonable dissatisfaction with any matters or things which, in the reasonable judgement of the planning committee, would render the proposed improvement inharmonious or out of keeping with Burgess Properties' objectives or the improvements erected on other homesites in the immediate vicinity of the leased premises.

23.C. Whenever Lessees have completed an improvement they shall promptly notify the planning committee in writing. Any member of the planning committee on any weekday between the hours of 9:00 o'clock a.m. to 5:00 o'clock P.M. within 60 days following the time the Lessees have so notified the planning committee of the completion of an improvement may inspect such improvement for the purpose of determining whether it complies with the plans and specifications approved by the planning committee. In the event that the planning committee shall determine that such improvement does not comply with such plans and specifications it shall notify the Lessees within such 60 day period, whereupon the Lessees within such time as the planning committee shall specify, not less than 30 days, however, from the date of notice, either remove such improvement or alter it so that it will comply with such plans and specifications. In the event that the planning committee shall not communicate with the Lessees within 60 days from the time that they have notified the planning committee of the completion of the improvement, the improvement, the improvement shall conclusively be deemed to be satisfactory to the planning committee.

23.D. All communications to the planning committee shall be delivered by hand or by mail to Burgess Properties at its principal office.

Section 24. Care and Appearance of Premises

Lessees shall maintain the improvements on the leased premises and the grounds of such premises in a neat and attractive manner, and in particular shall keep the grass and weeds cut, the shrubbery pruned and dead trees, shrubbery and plants removed. Lessees shall keep the exterior of improvements on the leased premises in a good state of repair and appearance.

Section 25. Uses Permitted and Prohibited.

25.A. Lessees shall use the leased premises solely for residential purposes, and no building, other than a single family dwelling house with garage for private use, shall be constructed or maintained on the leased premises.

25.B. No temporary structures or trailers or campers shall be permitted on the leased premises during the period of construction of a dwelling house south of the railroad.

25C. Except with the approval of Burgess Properties, Lessees at no time shall keep or permit to be kept on the leased premises any house trailer, truck camper or mobile home. Boat trailers shall be parked at all times on the leased premises and not on private ways.

25.D. No domestic animals of any kind shall be raised, kept or permitted upon the leased premises or any part thereof other than dogs, cats and birds, which are not kept, bred or raised thereon for commercial purposes or in unreasonable numbers and which are completely controlled to avoid their being a nuisance to other members. The owner or a family member must accompany dogs and have them completely controlled on private ways and common areas.

25.E. No commercial activity of any kind shall be carried on or from the leased premises; provided, however, that since the Village has been particularly planned and laid out as a village attractive to artists, nothing in this section shall be construed to prevent any artist from pursuing his artistic calling upon the leased premises, as long as he does not advertise or offer for sale to the public his products upon the leased premises.

25.F. Garbage must be removed from the Village weekly while members are using their premises. No garbage, refuse, rubbish, cuttings, or inflammable materials shall be deposited upon private ways or common areas or left on the leased premises, unless placed in an attractive container suitably located and screened from view, all garbage cans must be sunken.

25.G. Only umbrella type clotheslines shall be located on the leased premises and must not be visible from a private way, dwelling house on another homesite or from public areas in the Village.

25.H. Lessees shall at no time maintain any sign or other advertising device of any character upon the leased premises, except that they may maintain one sign, not larger than 400 square inches, advertising the property for rent or this lease for sale.

25.I. No fuel tank shall be maintained above ground on the leased premises.

25.J. Except with the permission of the planning committee or except as may be necessary in connection with the construction of an improvement, no excavation shall be made on the leased premises, nor shall any dirt be removed therefrom.

25. K. Except with the approval of Burgess Properties, no person shall reside upon the leased premises until such time as the improvements to be erected thereon in accordance with plans and specifications approved by the planning committee have been completed.

25. L. Lessees shall not permit the exterior of any improvement to be constructed on the leased premises to remain incomplete for a period longer than 6 months from the date upon which construction of the improvement was commenced.

25. M. The Lessees shall neither install, nor maintain exterior lighting of any sort which is visible from a street or from the dwelling house of any Village member without first obtaining the permission of the committee.

25. N. The Lessees shall not maintain any power, telephone or utility wires or conduit serving the leased premises above ground without first obtaining the approval of the planning committee.

Section 26. Landscaping.

26. A. It is the desire of Burgess Properties to preserve the natural vegetation of the Village to the greatest extent possible, and preclude the planting of trees, shrubs, lawns and other vegetation thereon not indigenous to the Village. The Planning Committee must approve in writing any fence before construction of same.

26. B. The Lessees shall not remove, mutilate or injure any shade or sound tree from the leased premises without having first obtained the permission in writing of one member of the planning committee.

26. C. The lessees, their families, or guests must not take from the Village any rocks, plants or wood, etc.

Section 27. Protection of Lessees.

Burgess Properties agrees that it will include provisions either identical or substantially similar to those contained in Sections 22 through 26 herein in each lease of a homesite in the Village and that in the event that at any time the Lessors may sell a homesite in the Village, that such homesite shall be sold subject to restrictions similar to those set forth in such Sections 22 through 26.

Merle J. Burgess (SEAL)
MERLE J. BURGESS

Lillian I. Burgess (SEAL)
LILLIAN I. BURGESS

STATE OF WASHINGTON)
)ss.
County of Skamania)

On this day personally appeared before me MERLE J. BURGESS and LILLIAN I. BURGESS, husband and wife, to me known to be the individuals described in and who executed the within and foregoing instrument, and acknowledged that they signed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned. GIVEN under my hand and official seal this 20th day of July, 1966.



Robert J. Salmeron
Notary Public, in and for the State of Washington, residing at Stevenson therein.

MEMORANDUM OF LEASE

THIS MEMORANDUM OF LEASE BY AND BETWEEN BURGESS PROPERTIES, here
in after called Lessor, and _____

_____ and _____, husband and
wife, hereinafter called Lessees,

W I T N E S S E T H:

Pursuant to a lease dated _____ day of _____, 19____
Lessor has leased to Lessees the following-described premises lo-
cated in Skamania County, Washington:

for a term of 20 years, commencing on the date of such lease, with
options to renew such lease for the terms provided in such lease,
all subject to the covenants, terms and conditions set forth in such
lease.

IN WITNESS WHEREOF, the parties have executed this memor-
andum of lease the _____ day of _____, 19____.

BURGESS PROPERTIES

By: _____

Before me:

Notary Public for Washington

Description of Leased Premises:

SCHUDULE 1

Primary Rental

Maintenance Rental

Present Members of Planning Committee:

- | | |
|----|----|
| 1. | 4. |
| 2. | 5. |
| 3. | 6. |

SCHEDULE 2

MEMORANDUM OF PURCHASER

THIS MEMORANDUM OF PURCHASE by and between BURGESS PROPERTIES,
 HEREINAFTER CALLED THE sellers, and _____
 AND _____, husband and wife, hereinafter
 called purchasers,

W I T N E S S E T H:

Pursuant to a sale dated _____ day of _____ 19____,
 Seller has sold to purchasers the following-described premises
 located in Columbia Gorge Village, Skamania County, Washington:

to be able to use, with-out trespassing, the Common Areas and
 Private Ways of Columbia Gorge Village, all subject to the cov-
 enants, terms and conditions set forth under Rules and Regulations
 as attached to this Memorandum of Purchase and as recorded at
 Skamania County Court House, Stevenson, Washington

Book No. Page No. Date

In WITNESS WHEREOF, the parties have executed this
 Memorandum of Purchase this _____ day of _____, 19____.

Burgess Properties

Purchaser

By: _____

 Husband

 WIFE

Notary Public for Washington