

## CABIN SITE LEASE continued

## SECTION 5. IMPROVEMENTS continued

**4.07 Animals.** No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any lot, except that cats, dogs, or other household pets may be kept, but not for any commercial purpose. Household pets shall not be allowed to become an annoyance or nuisance to the neighborhood.

**4.08 Incineration.** Because of unpleasant odors and unsightliness, no individual incinerator will be permitted on any lot.

**4.09 Fires and Fireplaces.** Interior fireplaces, stoves, or other type burner must be fireproofed by use 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 Woods area shall be prohibited.

**4.11 Commercial Use.** No platted lot shall be used for any commercial purpose, except that a Lessee may rent his 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 ingress and egress.

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

**4.14 Trailers and Tents.** No tent, house trailer, or mobile home, whether the same be on wheels or not, shall be permitted 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 5. IMPROVEMENTS

**5.01 Plans Approved.** No building shall be erected, placed, or altered on the cabin site until the construction plans showing the location of the structure have been approved by the Lessor as to conformity with plan of development, quality of workmanship and materials, harmony of external design and color with existing structures, and as to location with respect to topography and finish grade elevation. Such approval shall be in writing.

**5.02 Building 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 shake, or of an acceptable composition — color to be approved prior to application by the Lessor or such person or persons designated by Lessor.

**5.03 Completion.** Cabins must be completed from all outward appearance within one (1) year from the time such construction is started. Cabin 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 necessary 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 Lessee for Lessor's inspection. Lessor will then notify the Washington State Department of Natural Resources and request their standard appraisal of value. Lessee will then pay Lessor for the value of the tree before 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.

**5.06 Improvements Other Than On Cabin Site.** No improvements of any kind shall be constructed or placed upon any area covered by the master lease without Lessor's prior written consent.

**5.07 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 the leased site [North Woods] erected by Sub-lessee [Lessee herein] will remain on said site after expiration of this lease [master lease] or termination prior to the term of this lease [master lease] of any sub-lease [this lease] held by the State under the provisions of paragraph 5.09; provided, however, upon the expiration of the lease [master lease], if the State is unsuccessful in re-leasing the leased site [North Woods], as a unit, then each sub-lessee [Lessee herein] shall have a preferential right as allowed by law to re-lease from the State its sub-leased area; provided, further, upon the termination or expiration of this lease [master lease] or a sub-lease [this lease] 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-lessee'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 agree 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 lease; and
- (b) That Lessee's lease expires May 31, 2025. In the event of earlier expiration of this lease, all buildings and improvements located upon the premises shall be the property of Lessor.

The parties hereto further agree that the benefits of paragraph 8.04 of the master lease shall be enforceable solely against the State of Washington.

**5.08 Taxes and Assessments.** The Lessee shall pay in annual payments all taxes and assessments that are now charged or may become chargeable against the improvements placed upon the cabin site, now or in the future, commencing with the taxes first becoming due and payable after the date hereof, all before such taxes and assessments become past due.

**5.09 North Woods Association.** The roads in the plat and certain other common areas shall be held in the name of The North Woods Association, a non-profit association, of which the Lessees of lots in the plat shall be members. Said Association shall be responsible 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 areas and improvements thereon (if any), as well as other community functions which may be given it by its members. The owners (Lessees) of lots in the tract shall be required to pay dues of not less than one and one-half dollars (1½) 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 understood 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 purpose of forming said Association.

## Assignment of Lease

FOR VALUE RECEIVED, the undersigned hereby assigns that certain lease dated the 18th day of January, 1973, between Water Front Recreation, Inc., a Washington Corporation (see Exhibit A attached hereto) as Lessor, and the undersigned as Lessee, covering those certain premises situate in the City of \_\_\_\_\_ County of Skamania, State of Washington, particularly described and known as \_\_\_\_\_

and all right, title and interest in and to and under the said lease, to Cabin site #103 of the Northwoods, being a part of Government Lots 4 & 8, Section 26, Township 7 North, Range 6 East of the Willamette Meridian in Skamania County, Wa. Pg. 306, Book 1 of Miscellaneous Records. Together with an appurtenant easement for the joint use of the areas shown as roadways on plat, and in consideration of the consent of this assignment by the said Lessor, the said Lessee, hereby guarantees the performance by said assignee, of all covenants, conditions, terms, stipulations and agreements in said lease contained, to be performed by the Lessee, thereunder, and this assignment shall not extinguish or diminish the liability of the Lessee therein.

And in consideration of this assignment and of the consent of said Lessor, the said Assignee, hereby assumes and agrees to make all the payments required under said lease, and to do and perform and be bound by all the covenants, conditions, terms, stipulations and agreements in said lease contained binding upon said Lessee.

Witness our hands and seals this 24 day of August, 1979

Wesley S. Fellows (SEAL)

Bernilla Fellows (SEAL)

Blaine M. Smith (SEAL)

Merla Lee Smith (SEAL)

## CONSENT TO ASSIGNMENT

The undersigned Lessor, above named, hereby consent to the assignment of the above mentioned lease unto

Blaine M. Smith and Merla Lee Smith, b/w upon the express conditions contained in said assignment; and no further assignment of said lease or sub-letting of said premises or any part thereof shall be made without the written consent of the Lessor first had and obtained.

Dated this 30th day of August, 1979

WATERFRONT RECREATION, INC.

Lessor

STATE OF WASHINGTON, OREGON

ss. (CORPORATE ACKNOWLEDGMENT)

County of Multnomah

30th

day of August

1979

before me personally appeared BARBARA WOLD

known to be the Secretary-Treasurer

of the corporation that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute said instrument and that the seal affixed is the corporate seal of said corporation.

IN WITNESS WHEREOF I have hereunto set my hand and affixed my official seal the day and year first above written.

Notary Public in and for the State of Washington residing at Oregon

My Commission Expires 7/18/80

NOTARY STATE OF WASHINGTON

ss. (INDIVIDUAL ACKNOWLEDGMENT)

County of Gowitz

Notary Public

do hereby certify that on this 24th day of August, 1979, personally appeared before me Wesley S. Fellows, Bernilla Fellows, Blaine M. Smith, Merla Lee Smith to me known to be the individual described in and who executed the within instrument and acknowledged that they signed and sealed the same as their own free and voluntary act and deed for the uses and purposes herein mentioned.

GIVEN UNDER MY HAND AND OFFICIAL SEAL this 27th day of August, 1979.

Notary Public in and for the State of Washington, residing at Butte, Idaho in said County.