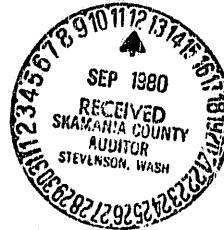


DECLARATION OF ROAD MAINTENANCE AGREEMENT



1. DECLARATIONS

1.1 LEWIS RIVER PROPERTIES, INC., is the owner of the real property located in Skamania County, Washington, known as Beacon Highlands. See the survey of Beacon Highlands by Olson Engineering filed with the Skamania County Auditor under no. 91239 (VOL. 1 PG. 257). This Road Maintenance Agreement is intended to bind that property.

1.2 The references herein to easements A, B and C refer to easements A, B and C as are shown in the survey by Olson Engineering referred to above.

2. COVENANTS

2.1 This Road Maintenance Agreement may be supplemented by bringing in other land owned by LEWIS RIVER PROPERTIES in the south half of Section 27, Township 2 North, Range 6 East of the Willamette Meridian, Skamania County, Washington, on such terms and conditions as are acceptable to LEWIS RIVER PROPERTIES. It is agreed any such supplemental document need be signed only by the officers of LEWIS RIVER PROPERTIES in order to bind all of the parties to this Road Maintenance Agreement as well as their heirs and assigns.

2.2 The owners of the land within the area bound by this Agreement shall be responsible on a pro rata basis for the costs of maintaining and repairing the road in Easement A. Each landowner's pro rata share shall be determined by dividing the number of dwellings on his land by the number of dwellings on the total land bound by this agreement. So long as a landowner does not have a dwelling on his land, he is not required to pay any portion of the costs of maintaining and repairing the road. The

DECLARATION OF ROAD MAINTENANCE AGREEMENT - 1

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word "dwelling" shall include temporary residences.

2.3 The owners of Beacon Highlands' lots 5, 6, 7, 8 and 9 shall be responsible on a pro rata basis for the cost of maintaining and repairing the road on Easement B. Each landowner's pro rata share shall be determined by dividing the number of dwellings on his land by the number of dwellings on the property bound for the maintenance of said road. So long as a landowner does not have a dwelling on his land, he is not required to pay any portion of the costs of maintaining and repairing the road on Easement B. The word "dwelling" shall include temporary residences.

2.4 The owners of Beacon Highlands' lots 1, 2, 3 and 4 shall be responsible on a pro rata basis for the cost of maintaining and repairing the road on Easement C. Each landowner's pro rata share shall be determined by dividing the number of dwellings on his land by the number of dwellings bound for the maintenance of said road. So long as a landowner does not have a dwelling on his land, he is not required to pay any portion of the cost of maintaining and repairing the road on Easement C. The word "dwelling" shall include temporary residences.

2.5 None of the parties having a right to use the road easements shall have a right to reimbursement for expenses incurred for maintenance and/or repairs of the roads in excess of \$100.00 in any calendar year without having obtained the written approval for such expense from the other adult owners of property bound by this Agreement.

2.6 If a road is substantially damaged by the activities of one landowner (including his employees or agents), that landowner shall be responsible for repairing the damage at his

DECLARATION OF ROAD MAINTENANCE AGREEMENT - 2

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own expense.

2.7 In the event the parties are unable to agree as to any matter covered by this agreement, including specifically but not limited to the necessity for road repair work or road maintenance work, the dispute shall be settled by a single arbitrator who shall direct any settlement he deems equitable under the circumstances. The arbitrator shall be appointed by the Presiding Judge of the Skamania County Superior Court upon request of any party bound by this agreement. The decision of the arbitrator shall be final and binding and not subject to appeal. The decision may be enforced by any party bound by this agreement in any court of competent jurisdiction in Skamania County, Washington, and the losing party shall pay all costs in connection therewith, including reasonable attorney fees in an amount to be set by the court.

2.8 The covenants contained in paragraphs 2.2 through 2.7 shall be binding and effective until July 1, 2010 and they shall be extended automatically until July 1, 2020, unless the owners of 80% in area of the land in Beacon Highlands and such additional land as may be added hereto pursuant to paragraph 2.1 shall sign an instrument modifying or terminating them and record said instrument prior to June 1, 2010: PROVIDED, modifications may be made at any time by the owners of 80% in area of the land in Beacon Highlands and such additional land as may be added hereto pursuant to paragraph 2.1. Any modifications shall be evidenced by a suitable instrument filed for public record.

DATED this 11th day of Sept, 1980.

LEWIS RIVER PROPERTIES, INC.

BY: Ray A. Elmer
President

BY: Ruth L. Elmer
Secretary

DECLARATION OF ROAD MAINTENANCE AGREEMENT - 3

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STATE OF WASHINGTON)
) ss.
 County of Clark)

On this 11 day of September, 1980, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared ROY A. ELMER and KATHLEEN L. ELMER, to me known to be the President and Secretary, respectively, of LEWIS RIVER PROPERTIES, INC., the corporation that executed the foregoing instrument, and acknowledged the said instrument to be the voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that they are authorized to execute the said instrument and that the seal affixed is the corporate seal of said corporation.

WITNESS my hand and official seal hereto affixed the day and year first above written.



Duane Jensen
 Notary Public in and for the State of
 Washington, residing at Vancouver.

REGISTERED	<input checked="" type="checkbox"/>
INDEXED: DIR	<input checked="" type="checkbox"/>
INDIRECT	<input checked="" type="checkbox"/>
RECORDED	<input checked="" type="checkbox"/>
COMPARED	<input checked="" type="checkbox"/>
MAILED	<input checked="" type="checkbox"/>

STATE OF WASHINGTON)
 COUNTY OF SKAMANIA) ss.
 I HEREBY CERTIFY THAT THE WITHIN
 INSTRUMENT OF WRITING FILED BY
Lewis River Properties, Inc.
 OF Vancouver, WA
 AT 11:05 AM Sept 12 1980
 WAS RECORDED IN BOOK 6
 OF Agnes Leary AT PAGE 383
 RECORDS OF SKAMANIA COUNTY, WASH.
J.P. Todd
 COUNTY AUDITOR
B. Lock

DECLARATION OF ROAD MAINTENANCE AGREEMENT - 4