

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 70% 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 11<sup>th</sup> day of Sept, 1980.

LEWIS RIVER PROPERTIES, INC.

BY: Ray A. Elmer  
President

BY: Kathleen L. Elmer  
Secretary