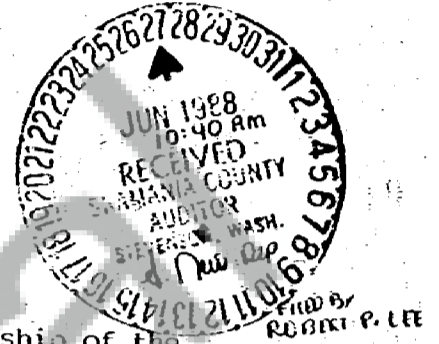


BY-LAWS
of
WILLARD HOME OWNERS ASSOCIATION

ARTICLE I
Membership



Section 1. Eligibility.

The Association shall have one class of members. Membership of the Association shall be limited to purchasers or owners of the real property which is legally described as per Exhibit A attached. The purchaser or a parcel within the legal description (Exhibit A), shall be deemed an owner for membership purposes, and the term "owner" shall include a contract purchaser or assignee and holder of record of the vendee's interest under any such contract. Membership shall be inseparately appurtenant to ownership in the properties defined herein, and upon transfer of ownership by deed, court decree or otherwise, or upon the making of a contract of sale, membership shall be automatically transferred with the land to the new owner or purchaser. No membership shall be transferred in any other way.

Section 2. Ownership of Assets.

No member of the Association shall have any right, title or interest in or to the whole or any part of the property or assets of the Association, and no member shall be entitled to either the whole or any part thereof in the event of the termination of his membership.

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Each owner shall have one membership. Each member shall be entitled to one vote for each lot of land owned. A husband and wife holding land as community property or two or more other persons holding jointly or as tenants in common shall be entitled collectively to one membership and thereby, to one vote. The personal representative of a deceased member shall have all that member's rights, privileges and duties.

Section 4. Transfer and Withdrawal.

No member may withdraw from the Association except upon transfer of land to which his membership is appurtenant.

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The Directors, or any officer designated by it, may, in accordance with procedures prescribed by the Board, exclude any member from the use or enjoyment of the facilities and benefits of the Association for delinquency in payments required or members or for failure to comply with the Articles of Incorporation or By-Laws of this Association, or with the rules and regulations established by the Board. This includes water usage, road maintenance, snow removal, and park usage.

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Meetings of Members

Section 1. Annual Meeting.

The annual meeting of the members of the Association shall be held on the first Monday in November
Such annual meeting will be held at such place within the states of Washington

as may be designated by the Board of Directors. For the convenience of the membership, the Board may designate a different date for convening the annual meeting, but not more than 90 days before or after the established herein, upon ten (10) days written notice of the time and place of such meeting to all members.

Section 2. Special Meetings.

Special meetings of the members may be called by the President or the secretary or any two members of the Board of Directors, or by members constituting ten percent of the membership at the time.

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Written or printed notices stating the date, place and the hour of the meeting, and, in case of a special meeting, the purpose or purposes for which the meeting is called, shall be delivered in not less than (5) five nor more than (50) fifty days before the date of the meeting, either personally or by mail, by or at the direction of the president or the secretary, or the members calling the meeting, to each member entitled to vote at such meeting. If mailed, such notice shall be deemed to be delivered when deposited in the United States mail, addressed to the member at his address as it appears in the records of the Association, with postage thereon prepaid.

Notice of any meeting of the members may be waived in writing by any member at any time, either before or after the meeting; and attendance at the meeting in person or by proxy shall constitute a waiver of notice.

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At any meeting of the members of the Association a quorum shall consist of forty (40) percent of the members. Whether present in person or by written proxy filed with the secretary at or before the meeting.

If the meeting is to be recessed to a later date, upon further written notice of at least five (5) days to the members, a quorum shall be deemed to be present at such reconvened meeting, provided that at least one-half the number are there present who would regularly constitute a quorum. Attendance at and participation in meetings may be in person or by proxy.

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Election of Directors shall be held at each annual meeting of the members of the Association, or at a special meeting called for that purpose, and the Directors shall hold office until the next annual members' meeting and until their respective successors are elected and qualified.

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The entire Board of Directors or any individual Director, at a special meeting of the members called for that purpose, may be removed from office by a vote of the majority of the members entitled to vote at any election of the Directors. If the Board or any one or more Directors is so removed, new Directors may be elected at the same meeting.

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The Board of Directors shall have full power and authority to;

(a) appoint and remove, at its discretion, all officers, agents, and employees of the Association, and to prescribe their duties and to fix their compensation, however, the compensations of the Directors must be approved by majority vote of the associated members.

(b) Make such expenditures as the Board determines is expedient; provided however, that the members of the Association, by resolution adopted by a majority vote at any meeting of the members, may restrict the amount of expenditures which can be made by the Board without prior members' approval.

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Article IV

Action Without Meeting - Waiver of Notice

Section 1. Action Without Meeting.

any action which may be taken at a meeting of the Directors, may be taken without a meeting if a consent in writing, setting forth the action so taken, shall be signed by all the directors entitled to vote.

Section 2, Waiver of Notice.

Any member or Director may waive in writing any notice required by the By-Laws, Articles of Incorporation, or the Washington Non-Profit Corporation Act.

Article V

Officers

Section 1. Election

At the first meeting of the Board of Directors after each annual meeting of the members, the Board of Directors shall elect a president, secretary, and a treasurer, who shall hold office for one year or until their successors are qualified. Any officer may be removed or suspended by a majority vote of all the Directors.

Section 2 Functions.

The President shall preside at all the meetings of the Board of Directors and members and shall, under the direction of the Board, exercise general supervision of the affairs of the Association.

The Vice-President in the absence of the President shall act as the President.

The Secretary shall keep correct records of all the proceedings of the meetings of the members and of the Board and all other official business of the Association; shall give all notices provided for in the By-Laws; at each meeting shall prepare and submit a certified list of all members entitled to vote at the meetings; and shall issue membership certification and keep a transfer book in which the Secretary shall register all transfers of membership interests in the Association.

In the absence of both the President and Vice-President, the secretary shall have the powers and the duties of the president.

The Treasurer shall have the care and custody of and be responsible for all the funds and investments of the Association, and shall cause to keep regular books of account. He shall cause to be depositories as may be designated by the Board of Directors. Books of the account shall be open to inspection by any member. At each meeting the Treasurer shall issue a full statement showing in detail the condition of the affairs of the Association.

Section 3. Other Officers.

Any person may hold more than one office, except the President and Secretary. Additional Vice Presidents may be elected, as necessary, by the Board of Directors.

Article VI

Obligations of Membership

Section 1. Building and Use Restriction.

1. All building additions of any kind are subject to county and or state regulations.
2. No building shall be constructed on any acreage or any portion thereof which shall be nearer than five (5) feet from any property line of said acreage.
3. All dwellings shall have an individual sewage disposal system installed and constructed in compliance with the requirements of the State Sanitary Authority of having jurisdiction. Existing sewage systems are okay.
4. All mobile homes and outbuildings used in connection with such mobile homes shall be constructed and shall be kept painted to remain esthetically compatible with homes in the area.
5. Each head of household will be responsible for keeping a neat and orderly area around his dwelling, free from fire and hazards that endanger life and limb.
6. Any fence constructed or reconstructed will be located or relocated six (6) feet from the roadway and the yard area between the road and fence will be maintained in an attractive manner safe from fire or bodily injury. This request is made so that the snow removal process will not be hampered.
7. No livestock (dogs and cats excluded) will be permitted in the residential area except by written agreement with the immediate neighbors. Example: if a family would like to provide such pets as rabbits to be raised by a member of the family, that head of the household would obtain first, the signature of the head of household from each neighbor. The document would state the number of animals to be kept, where they would be sheltered (hutch, fence, etc.) and the construction required. All dogs must be fenced in or kept on a leash at all times. All cats must be spade or neutered.
8. Good housekeeping would in every case be necessary, free from disagreeable odors or objectionable conditions. All garbage cans will be provided with a tight fitting lid or cover so wind or animals can not scatter debris.
9. Fence heights; six (6) feet maximum fence height, fences are to be kept in reasonable repair and where ever possible a common fence line. There may be some exceptions.
10. Fire works; fire works may be used in camp on appropriate Holidays. Children may use them under an adults guidance, unless they are sixteen (16) or older.
11. Motorcycles; are to be kept quiet and at a reasonable speed thru camp roads and area. this includes ATC's and ATV's, dirtbikes, snowmobiles, and etc..
12. Fire arms; no discharging of fire arms in camp including rifles, pistols, black powder, co2 pistols, B.B. guns, and etc., by any one under the age of (18) eighteen years of age.

13. No acreage shall be used or maintained as a dumping ground for rubbish, trash, garbage or other waste. Any normal accumulation of garbage or waste shall be kept in sanitary containers at all times.

14. These restrictions shall be deemed to be for the protection and for the benefit of each of the owners or occupants of any portion of the above described acreage, and it is intended hereby that any such person or the owners association shall have the right to prosecute such proceedings at law or inequity as may be appropriate to enforce the restrictions herein set forth.

15. These restrictions shall run with the land and shall be binding on the owner or tenant of any or all of said land and all persons claiming by, through or under them until , at which time said covenants shall be automatically extended for successive periods of ten (10) years. However, the covenants and restrictions may be modified or amended at any time by majority vote described within the Willard Home Owners Association by-laws, Article XI Section 1.

Section 2. Nuisances.

All garbage, unlicensed automobiles, or other debris shall be removed or buried within ninety (90) days at owners expense or property owners' association may remove and assess the owner for removal expense. All trash garbage, and other refuse shall be kept in covered containers pending proper disposal. A member may have two (2) unlicensed automobiles up to ninety (90) days.

Section 3. Roads and Water Works.

Easement roads reserved for the owners associations' benefit, the associations' community wells and water will be maintained, governed, and improved by this Association. The water system shall be operated on a non-profit basis. The Association shall have the right to vary the dues as necessary to meet the maintenance and operating costs of said water system. Further, should any member or members advance funds beyond the normal dues or assessments to improve, maintain, or further develop the community water supply, the funds shall apply against future membership assessments for roads, wells, and water works development and dues not to exceed five (5) years for operating and maintenance cost for water, roads, or utilities.

Section 4. easements.

All members agree to abide by all easements of record effecting roads and utilities.

Section 5. Clearing and Burning.

Clearing of trees and brush and burning of debris shall be performed in accordance with Washington state law. Any fire over ten (10) feet in diameter needs a state burning permit. You may fall up to 5,000 board feet of timber without a state permit.

Section 6. Invalidation.

Invalidation of any one of these forgoing covenants, restriction, or conditions, or any portion thereof, by court order, judgement or decree shall in no way effect any of the other remaining provisions thereof which shall, in such case, continue to remain in full force and effect.

Article VII

Assessments And Charges

Section 1. Membership Charge and Annual Dues.

Each member shall be required to pay an initial membership charge of ~~100.00~~ at the time of his purchase and annual dues, as of ~~50.00~~, of each year of , or such other dues as shall be determined by the membership; provided however, no member shall be obligated to pay dues in excess of per year. Membership dues shall be used for road, water system, and any other maintenance that may become necessary.

Section 2. Assessments.

Special assessments may be assessed by the Association, subject to approval of a two-thirds majority of its members, for the Association purposes and the benefit of the Association membership.

Section 3. Payment.

payment of dues and assessments shall be due within sixty (60) days after notice. Dues and assessments shall constitute a lien against the land owned by the member, in favor of the Association.

Article VIII

Loans

Section 1. Loans prohibited.

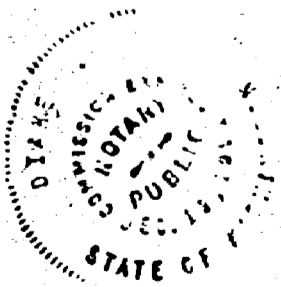
No loan shall be made by the Association to any officer or to any director.

Article IX

Corporate Seal

Section 1. Corporate Seal.

the following is an impression of the corporate seal of the Association;



Diane R. Bran

Notary residing
in Cook.

March 24, 1988.

Chen Lieber Pres
Linda Wilkins Sec

Article X

Books and Records

Section 1. Books and Records

The Association shall keep current and complete books and records of account and shall keep minutes of the proceedings of its members, Board of Directors, and committees having any of the authority of the Board of Directors; and shall keep at its registered office a register of its names and addresses of its members entitled to vote. All books of the Association may be inspected by any active member or his agent or attorney, for any proper purpose and any reasonable time.

Article XI

Amendment Of By-Laws

Section 1. Amendment.

These By-Laws may be amended, altered or repealed by a two-thirds vote of the members present at any regular or special meeting of the members. However, a change in the building and use covenants which would be more restrictive in nature will require an 85% majority approval of the members present at any regular or special meeting of the members. To be a valid change notice of the proposed alteration or amendment must be contained in a notice of the meeting. Further, if a member cannot be present he shall be entitled to vote by written proxy filed with the secretary at, before, or within (11) days of the meeting. Should any member or members advance funds as described in Article VI, Section 2, no amendment would be permitted which would eliminate the financial credit due the member. County, state and Federal laws shall regulate the subdivision of the property herein described. No amendments, additions, or alterations will be permitted which would grant powers or authority to the Association to regulate lot size or subdivision of the real property herein described.

Article XII

Rules of Procedure

Section 1. Rules of Procedure.

The rules of procedure at meetings of the membership and of the Board of Directors of the corporation shall be the rules contained in Roberts' Rules of Order on Parliamentary Procedure, as amended, so far as applicable and when not inconsistent with these By-Laws, the Articles of Incorporation or with any resolution of the Board of Directors.

Article XIII

Section 1. Membership Approval.

owners of property in the above described real property shall be bound by these laws when a majority of owners eligible to become members have become members in this Association and these By-Laws have been approved in writing by a majority of said members.

DECLARATION OF COVENANT

Broughton Lumber Company the undersigned, owners in fee simple of the land described herein, hereby declare this covenant and place same on record.

We, the grantors herein, are the owners in fee simple of the following described real estate situated in Skamania County, State of Washington, to wit: Tract B, Plat of Willard within Gov't Lot 1, Section 2, T3N, R9E., WM on which the Willard Home-owners own and operate a well and water works supplying water for public use and are required to keep the water supplied from said well free from impurities which might be injurious to the public health.

It is the purpose of these grants and covenants to prevent certain practices hereinafter enumerated in the use of said grantors land which might contaminate said water supply.

Now, Therefore, the grantors agree and covenant that said grantors, their heirs, successors and assigns will not construct, maintain, or suffer to be constructed or maintained upon land of the grantors and within 100 feet of the well herein described, so long as the same is operated to furnish water for public consumption, any potential source of contamination, such as cesspools, sewers, privies, septic tanks, drainfields, manure piles, garbage of any kind or description, barns, chicken houses, rabbit hutches, pig-pens, or other enclosures or structures for the keeping or maintenance of fowls or animals, or storage of liquid or dry chemicals, herbicides, or insecticides.

These covenants shall run with the land and shall be binding on all parties having or acquiring any right, title, or interest in the land described herein or any part thereof, and shall inure to the benefit of each owner thereof.

In witness thereof we have hereunto set our hands and seal this day of May, 1988.

Rees A. Stevenson President

Donald W. Stevenson Secretary-Treasurer

STATE OF WASHINGTON
County of Skamania

I certify that I know or have satisfactory evidence that Rees A. Stevenson and Donald W. Stevenson signed this instrument, on oath stated that they were authorized to execute the instrument and acknowledged it as the President and Secretary-Treasurer of Broughton Lumber Company to be free and voluntary act of any party for the uses and purposes mentioned in the instrument.

Dated: 5-18-88

Notary Public
My appointment expires 12/19/90

Private Roadway Agreement

THIS AGREEMENT made this 4th day of November, 1987, for the purpose of establishing a policy and procedure for maintenance of the private roads in the Willard Subdivision located in Skamania County, Washington, and more particularly described as:

Log Deck, Flume, & O'Leary Roads in the NE $\frac{1}{4}$ NE $\frac{1}{4}$ Section 2 Township three North, Range nine East, W.M.

These Private roads shall be maintained at no cost to Skamania County, as per Skamania County Code Chapter 12.03. The lot owners agree to provide for the maintenance of the private roads as follows:

A. METHOD OF ASSESSING COSTS

Costs for the road maintenance described herein, which includes snow plowing, shall be assessed equally between all lot owners who border or use the above named roads. The amount of costs assessed per bordering lot owner shall be developed according to the maintenance needs of the roads as determined by the users.

B. MAINTENANCE, COLLECTION & DISBURSEMENT

The type of maintenance required and method of collection and disbursement of funds shall be determined by the mutual agreement of the lot owners bordering or users of the above mentioned roads and shall become due when requested by the Willard Homeowners Association.

C. NON-PAYMENT OF COSTS --- REMEDIES

Thirty (30) days after default on agreed-upon road maintenance expenses the Willard Homeowners Association shall be entitled to seek any remedy available at law, including a suit for money owed. The prevailing party in such a lawsuit shall be entitled to a judgment against the non-prevailing party for all attorney's fees and costs expended in such action.

The prevailing party shall also be entitled to attorney's fees or costs incurred as a result of any action undertaken in the collection of money owed, either before or after suit is filed.

D. APPURTENANCE TO THE LAND

This agreement shall be binding on all heirs, successors or assigns of any landowner and shall be appurtenant to the parcels of land herein above described.

<p>Lot 3 <u>Eugene P. Farrell</u> Eugene P. Farrell</p> <p><u>Corrine M. Farrell</u> Corrine M. Farrell</p> <p>Lot 6 <u>Broughton Lbr. Co.</u> Broughton Lbr. Co. <u>by: [Signature]</u></p>	<p>Lot 4 <u>Donald W. Stevenson</u> Donald W. Stevenson</p> <p><u>Jean W. Stevenson</u> Jean W. Stevenson</p> <p>Lot 7 <u>Gary P. Ellison</u> Gary P. Ellison</p> <p><u>Vivian L. Ellison</u> Vivian L. Ellison</p>	<p>Lot 5 <u>Howard A. Benedict</u> Howard A. Benedict</p> <p><u>[Signature]</u></p> <p>Lot 8 <u>Craig Benesch</u> Craig Benesch</p>
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Private Roadway Agreement

page 2

Lot 9

Stephen L. Nellis
Stephen L. Nellis

Lot 10

Broughton Lbr. Co.
Broughton Lbr. Co.

Lot 12

Gilbert L. Wilkes
Gilbert L. Wilkes

Laveta J. Wilkes
Laveta J. Wilkes

Lot 14

Chris L. Nielsen
Chris L. Nielsen

Theresa A. Nielsen
Theresa A. Nielsen

Lot 15

Jack D. Coop
Jack D. Coop

Alice Eleanor Coop
Alice Eleanor Coop

Lot 16

Broughton Lbr. Co.
Broughton Lbr. Co.

Naughton Lbr. Co.

Lot 17

Everett L. Baxter
Everett L. Baxter

Sharon L. Baxter
Sharon L. Baxter

Lot 18

Broughton Lbr. Co.
Broughton Lbr. Co.

Naughton Lbr. Co.

STATE OF WASHINGTON
County of Skamania

I certify that I know or have satisfactory evidence that the above named persons signed this instrument and acknowledged it to be free and voluntary act for the uses and purposes mentioned in the instrument.

Date: November 4, 1987

Harriet R. C. Neal
Signature of Notary Public

Bookeeper Broughton Lbr. Co.
My appointment expires 7/1/91



BY-LAWS

of

WILLARD HOME OWNERS ASSOCIATION

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Officers

Section 1. Election

At the first meeting of the Board of Directors after each annual meeting of the members, the Board of Directors shall elect a president, secretary, and a treasurer, who shall hold office for one year or until their successors are qualified. Any officer may be removed or suspended by a majority vote of all the Directors.

Section 2. Functions.

The President shall preside at all the meetings of the Board of Directors and members and shall, under the direction of the Board, exercise general supervision of the affairs of the Association.

The Vice-President in the absence of the President shall act as the President.

The Secretary shall keep correct records of all the proceedings of the meetings of the members and of the Board and all other official business of the Association; shall give all notices provided for in the By-laws; at each meeting shall prepare and submit a certified list of all members entitled to vote at the meetings; and shall issue membership certification and keep a transfer book in which the Secretary shall register all transfers of membership interests in the Association.

In the absence of both the President and Vice-President, the secretary shall have the powers and the duties of the president.

The Treasurer shall have the care and custody of and be responsible for all the funds and investments of the Association, and shall cause to keep regular books of account. He shall cause to be depositories as may be designated by the Board of Directors. Books of the account shall be open to inspection by any member. At each meeting the Treasurer shall issue a full statement showing in detail the condition of the affairs of the Association.

Section 3. Other Officers.

Any person may hold more than one office, except the President and Secretary. Additional Vice Presidents may be elected, as necessary, by the Board of Directors.

Article VI

Obligations of Membership

Section 1. Building and Use Restriction.

1. All building additions of any kind are subject to county and or state regulations.
2. No building shall be constructed on any acreage or any portion thereof which shall be nearer than five (5) feet from any property line of said acreage.
3. All dwellings shall have an individual sewage disposal system installed and constructed in compliance with the requirements of the State Sanitary Authority of having jurisdiction. Existing sewage systems are okay.
4. All mobile homes and outbuildings used in connection with such mobile homes shall be constructed and shall be kept painted to remain esthetically compatible with homes in the area.
5. Each head of household will be responsible for keeping a neat and orderly area around his dwelling, free from fire and hazards that endangers life and limb.
6. Any fence constructed or reconstructed will be located or relocated six (6) feet from the roadway and the yard area between the road and fence will be maintained in an attractive manner safe from fire or bodily injury. This request is made so that the snow removal process will not be hampered.
7. No livestock (dogs and cats excluded) will be permitted in the residential area except by written agreement with the immediate neighbors. Example: if a family would like to provide such pets as rabbits to be raised by a member of the family, that head of the household would obtain first, the signature of the head of household from each neighbor. The document would state the number of animals to be kept, where they would be sheltered (hutch, fence, etc.) and the construction required. All dogs must be fenced in or kept on a leash at all times. All cats must be spade or neutered.
8. Good housekeeping would in every case be necessary, free from disagreeable odors or objectionable conditions. All garbage cans will be provided with a tight fitting lid or cover so wind or animals can not scatter debris.
9. Fence heights; six (6) feet maximum fence height, fences are to be kept in reasonable repair and where ever possible a common fence line. There may be some exceptions.
10. Fire works; fire works may be used in camp on appropriate Holidays. Children may use them under an adults guidance, unless they are sixteen (16) or older.
11. Motorcycles; are to be kept quiet and at a reasonable speed thru camp roads and area. this includes ATC's and ATV's, dirtbikes, snowmobiles, and etc..
12. Fire arms; no discharging of fire arms in camp including rifles, pistols, black powder, co2 pistols, B.B. guns, and etc., by any one under the age of (18) eighteen years of age.

13. No acreage shall be used or maintained as a dumping ground for rubbish, trash, garbage or other waste. Any normal accumulation of garbage or waste shall be kept in sanitary containers at all times.

14. These restrictions shall be deemed to be for the protection and for the benefit of each of the owners or occupants of any portion of the above described acreage, and it is intended hereby that any such person or the owners association shall have the right to prosecute such proceedings at law or inequity as may be appropriate to enforce the restrictions herein set forth.

15. These restrictions shall run with the land and shall be binding on the owner or tenant of any or all of said land and all persons claiming by, through or under them until , at which time said covenants shall be automatically extended for successive periods of ten (10) years. However, the covenants and restrictions may be modified or amended at any time by majority vote described within the Willard Home Owners Association by-laws, Article XI Section 1.

Section 2. Nuisances.

All garbage, unlicensed automobiles, or other debris shall be removed or buried within ninety (90) days at owners expense or property owners' association may remove and assess the owner for removal expense. All trash garbage, and other refuse shall be kept in covered containers pending proper disposal. A member may have two (2) unlicensed automobiles up to ninety (90) days.

Section 3. Roads and Water Works.

Easement roads reserved for the owners associations' benefit, the associations' community wells and water will be maintained, governed, and improved by this Association. The water system shall be operated on a non-profit basis. The Association shall have the right to vary the dues as necessary to meet the maintenance and operating costs of said water system. Further, should any member or members advance funds beyond the normal dues or assessments to improve, maintain, or further develop the community water supply, the funds shall apply against future membership assessments for roads, wells, and water works development and does not to exceed five (5) years for operating and maintenance cost for water, roads, or utilities.

Section 4. Easements.

All members agree to abide by all easements of record effecting roads and utilities.

Section 5. Clearing and Burning.

Clearing of trees and brush and burning of debris shall be performed in accordance with Washington state law. Any fire over ten (10) feet in diameter needs a state burning permit. You may fall up to 5,000 board feet of timber without a state permit.

Section 6. Invalidation.

Invalidation of any one of these forgoing covenants, restriction, or conditions, or any portion thereof, by court order, judgement or decree shall in no way effect any of the other remaining provisions thereof which shall, in such case, continue to remain in full force and effect.

Article VII

Assessments And Charges

Section 1. Membership Charge and Annual Dues.

Each member shall be required to pay an initial membership charge of ~~100.00~~ at the time of his purchase and annual dues, as of ~~50.00~~, of each year of , or such other dues as shall be determined by the membership; provided however, no member shall be obligated to pay dues in excess of per year. Membership dues shall be used for road, water system, and any other maintenance that may become necessary.

Section 2. Assessments.

Special assessments may be assessed by the Association, subject to approval of a two-thirds majority of its members, for the Association purposes and the benefit of the Association membership.

Section 3. Payment.

payment of dues and assessments shall be due within sixty (60) days after notice. Dues and assessments shall constitute a lien against the land owned by the member, in favor of the Association.

Article VIII

Loans

Section 1. Loans prohibited.

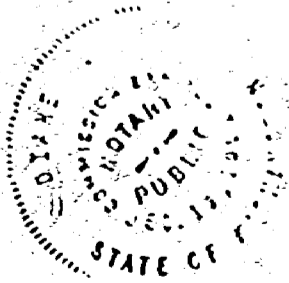
No loan shall be made by the Association to any officer or to any director.

Article IX

Corporate Seal

Section 1. Corporate Seal.

the following is an impression of the corporate seal of the Association:



Nancy R. Green

*Notary reading
in book*

March 24, 1988.

Chon Viber Pres

Lucas Viber Sec

Article X

Books and Records

Section 1. Books and Records

The Association shall keep current and complete books and records of account and shall keep minutes of the proceedings of its members, Board of Directors, and committees having any of the authority of the Board of Directors; and shall keep at its registered office a register of its names and addresses of its members entitled to vote. All books of the Association may be inspected by any active member or his agent or attorney, for any proper purpose and any reasonable time.

Article XI

Amendment Of By-Laws

Section 1. Amendment.

These By-Laws may be amended, altered or repealed by a two-thirds vote of the members present at any regular or special meeting of the members. However, a change in the building and use covenants which would be more restrictive in nature will require an 85% majority approval of the members present at any regular or special meeting of the members. To be a valid change notice of the proposed alteration or amendment must be contained in a notice of the meeting. Further, if a member cannot be present he shall be entitled to vote by written proxy filed with the secretary at, before, or within (11) days of the meeting. Should any member or members advance funds as described in Article VI, Section 2, no amendment would be permitted which would eliminate the financial credit due the member. County, state and Federal laws shall regulate the subdivision of the property herein described. No amendments, additions, or alterations will be permitted which would grant powers or authority to the Association to regulate lot size or subdivision of the real property herein described.

Article XII

Rules of Procedure

Section 1. Rules of Procedure.

The rules of procedure at meetings of the membership and of the Board of Directors of the corporation shall be the rules contained in Roberts' Rules of Order on Parliamentary Procedure, as amended, so far as applicable and when not inconsistent with these By-Laws, the Articles of Incorporation or with any resolution of the Board of Directors.

Article XIII

Section 1. Membership Approval.

Owners of property in the above described real property shall be bound by these laws when a majority of owners eligible to become members have become members in this Association and these By-Laws have been approved in writing by a majority of said members.

DECLARATION OF COVENANT

Broughton Lumber Company the undersigned, owners in fee simple of the land described herein, hereby declare this covenant and place same on record.

We, the grantors herein, are the owners in fee simple of the following described real estate situated in Skamania County, State of Washington, to wit: Tract B, Plat of Willard within Gov't Lot 1, Section 2, T3N, R9E, WM on which the Willard Home-owners own and operate a well and water works supplying water for public use and are required to keep the water supplied from said well free from impurities which might be injurious to the public health.

It is the purpose of these grants and covenants to prevent certain practices hereinafter enumerated in the use of said grantors land which might contaminate said water supply.

Now, Therefore, the grantors agree and covenant that said grantors, their heirs, successors and assigns will not construct, maintain, or suffer to be constructed or maintained upon land of the grantors and within 100 feet of the well herein described, so long as the same is operated to furnish water for public consumption, any potential source of contamination, such as cesspools, sewers, privies, septic tanks, drainfields, manure piles, garbage of any kind or description, barns, chicken houses, rabbit hutches, pig-pens, or other enclosures or structures for the keeping or maintenance of fowls or animals, or storage of liquid or dry chemicals, herbicides, or insecticides.

These covenants shall run with the land and shall be binding on all parties having or acquiring any right, title, or interest in the land described herein or any part thereof, and shall inure to the benefit of each owner thereof.

In witness thereof we have hereunto set our hands and seal this day of May, 1988.

Rees A. Stevenson President

Donald W. Stevenson Secretary-Treasurer

STATE OF WASHINGTON
County of Skamania

I certify that I know or have satisfactory evidence that Rees A. Stevenson and Donald W. Stevenson signed this instrument, on oath stated that they were authorized to execute the instrument and acknowledged it as the President and Secretary-Treasurer of Broughton Lumber Company to be free and voluntary act of any party for the uses and purposes mentioned in the instrument.

Dated: 5-18-88

Christy M. [Signature]
Notary Public
My appointment expires 11/9/90

Private Roadway Agreement

THIS AGREEMENT made this 4th day of November, 1987, for the purpose of establishing a policy and procedure for maintenance of the private roads in the Willard Subdivision located in Skamania County, Washington, and more particularly described as:

Log Deck, Flume, & O'Leary Roads in the NE $\frac{1}{4}$ NE $\frac{1}{4}$ Section 2 Township three North, Range nine East, W.M.

These Private roads shall be maintained at no cost to Skamania County, as per Skamania County Code Chapter 12.03. The lot owners agree to provide for the maintenance of the private roads as follows:

A. METHOD OF ASSESSING COSTS

Costs for the road maintenance described herein, which includes snow plowing, shall be assessed equally between all lot owners who border or use the above named roads. The amount of costs assessed per bordering lot owner shall be developed according to the maintenance needs of the roads as determined by the users.

B. MAINTENANCE, COLLECTION & DISBURSEMENT

The type of maintenance required and method of collection and disbursement of funds shall be determined by the mutual agreement of the lot owners bordering or users of the above mentioned roads and shall become due when requested by the Willard Homeowners Association.

C. NON-PAYMENT OF COSTS --- REMEDIES

Thirty (30) days after default on agreed-upon road maintenance expenses the Willard Homeowners Association shall be entitled to seek any remedy available at law, including a suit for money owed. The prevailing party in such a lawsuit shall be entitled to a judgment against the non-prevailing party for all attorney's fees and costs expended in such action.

The prevailing party shall also be entitled to attorney's fees or costs incurred as a result of any action undertaken in the collection of money owed, either before or after suit is filed.

D. APPURTENANCE TO THE LAND

This agreement shall be binding on all heirs, successors or assigns of any landowner and shall be appurtenant to the parcels of land herein above described.

Lot 3

Eugene P. Farrell
Eugene P. Farrell

Lot 4

Donald W. Stevenson
Donald W. Stevenson

Lot 5

Howard A. Benedict
Howard A. Benedict

Corrine M. Farrell
Corrine M. Farrell

Jean W. Stevenson
Jean W. Stevenson

Lot 6

Broughton Lbr. Co.
Broughton Lbr. Co.

Lot 7

Gary P. Ellison
Gary P. Ellison

Lot 8

Craig Benesch
Craig Benesch

Vivian L. Ellison

Vivian L. Ellison
Vivian L. Ellison

Private Roadway Agreement

page 2

Lot 9

Stephen L. Nellis
Stephen L. Nellis

Lot 10

Broughton Lbr. Co.
Broughton Lbr. Co.

Lot 12

Gilbert L. Wilkes
Gilbert L. Wilkes

Raymond L. Wilkes

Laveta J. Wilkes
Laveta J. Wilkes

Lot 14

Chris L. Nielsen
Chris L. Nielsen

Lot 15

Jack D. Coop
Jack D. Coop

Lot 16

Broughton Lbr. Co.
Broughton Lbr. Co.

Theresa A. Nielsen
Theresa A. Nielsen

Alice Eleanor Coop
Alice Eleanor Coop

Raymond L. Wilkes

Lot 17

Everett L. Baxter
Everett L. Baxter

Lot 18

Broughton Lbr. Co.
Broughton Lbr. Co.

Raymond L. Wilkes

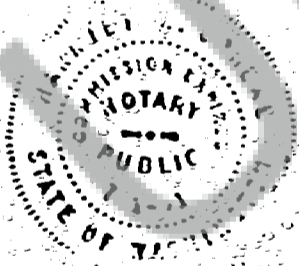
Sharon L. Baxter
Sharon L. Baxter

STATE OF WASHINGTON
County of Skamania

I certify that I know or have satisfactory evidence that the above named persons signed this instrument and acknowledged it to be free and voluntary act for the uses and purposes mentioned in the instrument.

Date: November 4, 1987

Harriet L. C. Neal
Signature of Notary Public



Bookkeeper Broughton Lbr. Co.
My appointment expires 7/1/91