

W A U N A   L A K E   C L U B

L E A S E

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BOOK 153 PAGE 630

THIS AGREEMENT, Made and entered into by and between WAUNA LAKE CLUB, a non-profit corporation of the State of Washington, hereinafter called the Club, as Lessor, and PATRICIA ANN FLUG, a proprietary member of Wauna Lake Club, hereinafter called the Member, as Lessee,

W I T N E S S E T H:

WHEREAS, Member has heretofore deposited with Club the sum of five hundred dollars (\$500.00) for which he has received a lease deposit certificate, now, therefore,

Club in consideration of the lease deposit certificate, the rentals and mutual covenants hereinafter specified, does hereby lease unto Member the following described real property located in Skamania County, Washington, to wit:

That certain tract of ground upon which the Member's cabin is located, known as Lot No. 22 upon the official map adopted by the Club as of the 27th day of July, 1952. (It being understood that the site and boundaries of said site are subject to changes only as provided by the by-laws of Wauna Lake Club.)

In the event that any Member wishes a more accurate description or marking of the boundaries of his site, he may apply in writing to the Board of Trustees of Wauna Lake Club, and boundaries may be located with the consent and approval in writing of the adjoining site holders. In the event of a dispute between adjoining lessees, the findings of a majority of the Board of Trustees as to the proper location of the disputed boundary shall be final. When and if a more accurate legal description of the leased site is available, it may be added to and become a part of this lease.

The term of this lease is from the FIRST day of NOVEMBER, 1993 to the last day of OCTOBER, 1994, and the annual rental on said site shall be ~~FOUR HUNDRED~~ TWENTY FOUR dollars (\$ 424. ), payable in advance. (Annual rental subject to change by the Trustees of Wauna Lake Club in accordance with its by-laws.)

This lease shall be irrevocable except as hereinafter specified and may be renewed by Member each year under the same terms and conditions as herein contained by the payment by Member of such rentals, dues, assessments as may be lawfully fixed and charged by Club pursuant to the by-laws of Wauna Lake Club, it being understood and agreed that Club has the right to change the rental rate from year to year as it so desires providing that the same rental be charged for each leased site.

Signed	✓
Indexed, Lit	✓
Indirect	✓
Filmed	
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This lease may be terminated at any time by mutual agreement of the parties or in the manner provided by the by-laws of Wauna Lake Club, it being the intent here that Member is bound by the by-laws of said Club or any amendments and is further bound by any rules or regulations of Wauna Lake Club duly made pertaining to the right, privileges and obligations of members of the Club, and said portions of the by-laws pertaining thereto are by this reference made a part of this lease as though fully set forth herein. It is understood that this lease supersedes any former agreements or leases between the parties hereto.

This lease is automatically terminated upon death of Member, with the rights of his heirs to become lessee and to dispose of his cabin subject to the by-laws, rules and regulations of Wauna Lake Club. Member hereby binds himself not to transfer or convey his cabin to anyone except a proprietary member holding a lease deposit certificate. He may, however, under his will and testament, bequeath it as he sees fit. Member hereby binds himself not to pledge or hypothecate his cabin or other personal property located on his site. Upon termination of the lease Member hereby agrees to comply fully with the by-laws and rules of Wauna Lake Club regarding use of and disposal of his cabin and other personal property on the leased premises.

Upon presentation of his lease deposit certificate and a waiver of his rights as lessee in form suitable to the Club, to the Secretary of the Club, he shall be, within 90 days thereafter, entitled to receive from the Club his lease deposit, less any unpaid dues, rentals or other charges owing by him to the Club.

This lease shall not be assigned by Member, or any interest thereunder, and Member shall not permit or suffer any assignment hereof by operation of law or otherwise, and will not sublet or subrent the premises or any part thereof except to members of the Club.

It is understood that said premises are to be used for residential purposes only.

Member agrees that he will not commit strip or waste of the said premises. He shall, however, have the right to trim or cut deciduous trees or shrubs, but shall not unnecessarily denude the premises of such trees and shrubs, it being the intent to maintain the premises as much as possible in its native state, without interfering unduly with the comfortable use of the premises. No evergreen trees shall be cut without the authority of the Club first being obtained.

Member agrees that he will keep the exterior of his cabin adequately painted and sightly; that he will not permit, suffer or allow an accumulation of debris or litter about the premises which might render it unsightly or constitute a fire hazard or a menace to health; that he will not permit or suffer any unlawful or improper use of the premises; that he will maintain at all times adequate sanitary and proper sewage disposal as required by the Club.

Member agrees that he will make no exterior alterations nor additions to his cabin, nor construct any outbuildings, boat houses or docks without first obtaining consent of the Board of Trustees in writing.

In the event either party hereto shall be successful in enforcing against the other any remedy in law or equity for a breach of any of the terms of this lease, there shall be included in the judgment or decree the reasonable expenses and attorneys' fees of the successful party.

Club agrees to pay the real property taxes and Member agrees to pay the taxes on his cabin and personal property there situate promptly before they become delinquent. Club may elect to advance Member's taxes when levied or thereafter, in which event Member will pay same promptly to Club.

It is agreed that Club shall have a lien on Member's cabin for any delinquent dues, rentals, or taxes as provided for Member to pay.

Club reserves for itself, its members, and other lawfully upon Club's property the use of established trails, roads and paths, and Club reserves the right to establish new trails or roads or parking areas where these will not unreasonably interfere with the comfortable use and enjoyment of the said leased premises, and Club likewise reserves the rights-of-way for water, electric light lines and other facilities now upon said premises or that may hereafter be established thereon, with the right of Club to go upon said premises for the purpose of constructing or maintaining the same.

Club agrees not to mortgage or hypothecate the said leased premises without the consent of Member in writing first obtained.

In the event of the dissolution of Club, voluntary or involuntary, Member is hereby given the exclusive option to purchase for the sum of five hundred dollars (\$500.00) his site together with permanent rights of ingress and egress, docking facilities convenient to said ingress and egress, parking facilities for at least two standard automobiles, the continued use of trails, easements for maintenance of utilities and for the continued use of same, and right to use of all the lakes and such other amenities as have been customarily enjoyed by or available to the Members of Wauna Lake Club. His lease deposit may be used as an offset against the purchase price of his site.

If Member be in arrears on the rents due hereunder, or on any other dues, charges or taxes owing to Club for a period of sixty days; or if Member fails to keep or perform any of the covenants or conditions of this lease; or if the leasehold interest or the cabin of Member shall be attached or levied on under any execution; or if Member shall be declared bankrupt or insolvent according to law; or if any assignment of Member's property shall be made for the benefit of creditors or otherwise, then, and in any of said events, Club may at its option at once, without notice to Member or any other person, terminate this lease, and at the termination



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of the lease at the option of Club, Member will at once surrender possession of the premises to Club, and if such possession be not surrendered, Club may enter into and on said premises and repossess them as of the lessor's former estate and expel Member or those claiming under him, forcibly if necessary, and lock said premises without being deemed guilty in any manner of trespass and without prejudice to any remedies which might otherwise be used for arrears of rent or preceding breach of covenant; and in such event Member expressly waives the service of any notice of intention so to terminate this lease or to retake the premises, and waives service of any demand for payment of rent or any other charges or for possession, and of any and every other notice or demand prescribed by any law of the State of Washington. It is understood, however, that pursuant to the by-laws of Wauna Lake Club, Member may be given such period of time as may be prescribed by the by-laws to dispose of his cabin and personal property situate on the premises in the manner provided in the by-laws.

Any waiver of any breach of any covenants herein contained to be kept and performed by Member shall not be deemed or considered as a continuing waiver and shall not operate to bar or prevent Club from declaring a forfeiture for any succeeding breach, either for the same condition or covenant or otherwise.

IN WITNESS WHEREOF, the parties hereto have set their hands and seal this THIRTEENTH day of FEBRUARY, 1994.

WAUNA LAKE CLUB

by

President

Secretary

Lessor

Lessee

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REAL ESTATE EXCISE TAX

NOV 9 1995

PAID exemptSW

SKAMANIA COUNTY TREASURER

FILED FOR RECORD  
SKAMANIA CO. WASH  
BY Patricia Flug

Nov 15 3 00 PM '95

G. Olsson  
AUDITOR  
GARY M. OLSON

Non-Transferable

THIS CERTIFIES that PATRICIA ANN FLUG is the registered holder of LEASE DEPOSIT CERTIFICATE on Site Number 22

This certificate shall be governed by the By-Laws of the Wauna Lake Club; and upon surrender of this Lease Deposit Certificate the above amount, without interest, will be returned.

Dated this 13<sup>th</sup> day of FEBRUARY 1994

James D. Nelson  
Secretary-Treasurer

RECORDER'S NOTE:  
NOT AN ORIGINAL DOCUMENT

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