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FILED RECORD
STATE OF WASH
BY SKAMANIA CO, WASH

FEB 20 2 48 PM '98

GARY H. OLSON

When Recorded Return to:

CTC-86443 cag

YOUR NO. 21462

REAL ESTATE CONTRACT (RESIDENTIAL SHORT FORM)

Grantor(s) (Seller):

- (1)
(2)
(3)
(4)

REAL ESTATE EXCISE TAX
19333

FEB 20 1998

Additional names on page

PAID \$497.12

Grantee(s) (Buyer):

- (1)
(2)
(3)
(4)

SKAMANIA COUNTY TREASURER

Additional names on page

Legal Description (Abbreviated):

LOT 4, DAVID L. SIMES SHORT PLAT 3/166.

Additional legal on page 2 of document

Assessor's Tax Parcel ID# 02-05-30-0-0-1310-00

ANY OPTIONAL PROVISION NOT INITIALED BY ALL PERSONS SIGNING THIS CONTRACT
WHETHER INDIVIDUALLY OR AS AN OFFICER OR AGENT -- IS NOT A PART OF THIS
CONTRACT.

1. PARTIES AND DATE. This Contract is entered into on 02/17/98
between JAMES ROBSON, A SINGLE PERSON

540 SE BLAIR RD.

, WASHOUGAL, WA 98671

THOMAS PEARSON AND REBECCA PEARSON, HUSBAND AND WIFE

as "Seller" and

536 SE 113TH

, PORTLAND, OR 97216

as "Buyer."

2. SALE AND LEGAL DESCRIPTION. Seller agrees to sell to Buyer and Buyer
agrees to purchase from Seller the following described real estate
in SKAMANIA County, State of Washington:

Legal Description Attached hereto as Exhibit A page 7

3. PERSONAL PROPERTY. Personal property, if any, included in the sale
as follows:

Gary H. Martin, Skamania County Assessor

Date 2/20/98 Parcel # 2-5-30-1310

No part of the purchase price is attributed to personal property.

4.(a) PRICE. Buyer agrees to pay:

	\$ 77,900.00	Total Price
Less	(\$ 9,520.00)	Down Payment
Less	(\$ 0.00)	Assumed Obligation(s)
Results in	(\$ 68,380.00)	Amount Financed by Seller.

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(b) ASSUMED OBLIGATIONS. Buyer agrees to pay the above Assumed Obligation(s) by assuming and agreeing to pay that certain NA dated [redacted] recorded as AFW NA [redacted] Seller warrants the unpaid balance of said obligation is \$ 0.00 which is payable \$ 0.00 on or before the NA day of NA 19 [redacted] interest at the rate of 0.0000 % per annum on the declining balance thereof; and a like amount on or before the NA day of each and every NA thereafter until paid in full.

Note: Fill in the date in the following two lines only if there is an early cash out date.

NOTWITHSTANDING THE ABOVE, THE ENTIRE BALANCE OF PRINCIPAL AND INTEREST IS DUE IN FULL NOT LATER THAN [redacted]

ANY ADDITIONAL ASSUMED OBLIGATIONS ARE INCLUDED IN ADDENDUM.

(c) PAYMENT OF AMOUNT FINANCED BY SELLER.

Buyer agrees to pay the sum of \$68,380.00 as follows: \$600.00 or more at buyer's option on or before the day of MARCH, 1998, interest from [redacted] at the rate of 10.0000 % per annum on the declining balance thereof; and a like amount on or before the day of each and every MONTH thereafter until paid in full.

Note: Fill in the date in the following two lines only if there is an early cash out date.

NOTWITHSTANDING THE ABOVE, THE ENTIRE BALANCE OF PRINCIPAL AND INTEREST IS DUE IN FULL NOT LATER THAN AUGUST 1999.

Payments are applied first to interest and then to principal. Payments shall be made at P.O. Box 1739, Vancouver, WA 98668 or such other place as the Seller may hereafter indicate in writing.

5. FAILURE TO MAKE PAYMENTS ON ASSUMED OBLIGATIONS. If Buyer fails to make any payments on assumed obligation(s), Seller may give written notice to Buyer that unless Buyer makes the delinquent payment(s) within fifteen (15) days, Seller will make the payment(s), together with any late charge, additional interest, penalties, and costs assessed by the holder of the assumed obligation(s). The 15-day period may be shortened to avoid the exercise of any remedy by the holder of the assumed obligation. Buyer shall immediately after such payment by Seller reimburse Seller for the amount of such payment plus a late charge equal to five percent (5%) of the amount so paid plus all costs and attorneys' fees incurred by Seller in connection with making such payment.

6. (a) OBLIGATIONS TO BE PAID BY SELLER. The Seller agrees to continue to pay from payments received hereunder the following obligation, which obligation must be paid in full when Buyer pays the purchase price in full:

That certain [redacted]

dated [redacted]

recorded as AF# [redacted]

ANY ADDITIONAL OBLIGATIONS TO BE PAID BY SELLER ARE INCLUDED IN ADDENDUM.

(b) EQUITY OF SELLER PAID IN FULL. If the balance owed the Seller on the purchase price herein becomes equal to the balance owed on prior encumbrances being paid by Seller, Buyer will be deemed to have assumed said encumbrances as of that date. Buyer shall thereafter make payments direct to the holders of said encumbrances and make no further payments to Seller. Seller shall at that time deliver to Buyer a fulfillment deed in accordance with the provisions of Paragraph 8.

(c) FAILURE OF SELLER TO MAKE PAYMENTS ON PRIOR ENCUMBRANCES. If Seller fails to make any payments on any prior encumbrance, Buyer may give written notice to Seller that unless Seller makes the delinquent payments within 15 days, Buyer will make the payments together with any late charge, additional interest, penalties, and costs assessed by the holder of the prior encumbrance. The 15-day period may be shortened to avoid the exercise of any remedy by the holder of the prior encumbrance. Buyer may deduct the amount so paid plus a late charge of 5% of the amount so paid and any attorney's fees and costs incurred by Buyer in connection with the delinquency from payments next becoming due Seller on the purchase price. In the event Buyer makes such delinquent payments on three occasions, Buyer shall have the right to make all payments due thereafter direct to the holder of such prior encumbrance and deduct the then balance owing on such prior encumbrance from the then balance owing on the purchase price and reduce periodic payments on the balance due Seller by the payments called for in such prior encumbrances such as payments become due.

7. OTHER ENCUMBRANCES AGAINST THE PROPERTY. The property is subject to encumbrances including the following listed tenancies, easements, restrictions and reservations in addition to the obligations assumed by Buyer and the obligations being paid by Seller:

SUBJECT TO: Easement as shown on the recorded short plat; Easement for ingress, egress and utilities, including the terms and provisions thereof, recorded November 7, 1979 in Book 77, Page 525; Private Road Way Agreement, including the terms and provisions thereof, recorded July 11, 1990 in Book 119, Page 737. Also recorded in Book 119, Page 738.

ADDITIONAL TERMS: The subject parcel shall have an easement for ingress egress and utilities on Robson Rd. and the south 660 feet of Panda Road and

ANY ADDITIONAL NON-WARRANTY ENCUMBRANCES ARE INCLUDED IN ADDENDUM.

8. FULFILLMENT DEED. Upon payment of all amounts due Seller, Seller agrees to deliver to Buyer a Statutory Warranty Deed in fulfillment of this Contract. The covenants of Warranty in said deed shall not apply to any encumbrances assumed by Buyer or to defects in title arising subsequent to the date of this Contract by, through or under persons other than the Seller herein. Any personal property included in the sale shall be included in the fulfillment deed.

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9. LATE CHARGES. If any payment on the purchase price is not made within ten (10) days after the date it is due, Buyer agrees to pay a late charge equal to 5% of the amount of such payment. Such late payment charge shall be in addition to all other remedies available to Seller and the first amounts received from Buyer after such late charges are due shall be applied to the late charges.
10. NO ADVERSE EFFECT ON PRIOR ENCUMBRANCES. Seller warrants that entry into this Contract will not cause in any prior encumbrance (a) a breach, (b) accelerated payments, or (c) an increased interest rate; unless (a), (b) or (c) has been consented to by Buyer in writing.
11. POSSESSION. Buyer is entitled to possession of the property from and after the date of this Contract, or described in Paragraph 7, whichever is later, subject to any tenancies.
12. TAXES, ASSESSMENTS AND UTILITY LIENS. Buyer agrees to pay by the date due all taxes and assessments becoming a lien against the property after the date of this Contract. Buyer may in good faith contest any such taxes or assessments so long as no forfeiture or sale of the property is threatened as the result of such contest. Buyer agrees to pay when due any utility charges which may become liens superior to Seller's interest under this Contract. If real estate taxes and penalties are assessed against the property subsequent to date of this Contract because of a change in use prior to the date of this Contract for Open Space, Farm, Agriculture or Timber classifications approved by the County or because of a Senior Citizen's Declaration to Defor Property Taxes filed prior to the date of this Contract, Buyer may demand in writing payment of such taxes and penalties within 30 days. If payment is not made, Buyer may pay and deduct the amount thereof plus 5% penalty from the payments next becoming due Seller under the Contract.
13. INSURANCE. Buyer agrees to keep all buildings now or hereafter erected on the property described herein continuously insured under fire and extended coverage policies in an amount not less than the balances owed on obligations assumed by Buyer plus the balance due Seller, or full insurable value, whichever is lower. All policies shall be held by the Seller and be in such companies as the Seller may approve and have loss payable first to any holders of underlying encumbrances, then to Seller as their interests may appear and then to Buyer. Buyer may within 30 days after loss negotiate a contract to substantially restore the premises to their condition before the loss. If the insurance proceeds are sufficient to pay the contract price for restoration or if the Buyer deposits in escrow any deficiency with instructions to apply the funds on the restoration contract, the property shall be restored unless the underlying encumbrances provide otherwise. Otherwise the amount collected under any insurance policy shall be applied upon any amounts due hereunder in such order as the Seller shall determine. In the event of forfeiture, all rights of Buyer in insurance policies then in force shall pass to Seller.
14. NONPAYMENT OF TAXES, INSURANCE AND UTILITIES CONSTITUTING LIENS. If Buyer fails to pay taxes or assessments, insurance premiums or utility charges constituting liens prior to Seller's interest under this Contract, Seller may pay such items and Buyer shall forthwith pay Seller the amount thereof plus a late charge of 5% of the amount thereof plus any costs and attorney's fees incurred in connection with making such payment.
15. CONDITION OF PROPERTY. Buyer accepts the property in its present condition and acknowledges that Seller, his agents and subagents have made no representation or warranty concerning the physical condition of the property or the uses to which it may be put other than as set forth herein. Buyer agrees to maintain the property in such condition as complies with all applicable laws.
16. RISK OF LOSS. Buyer shall bear the risk of loss for destruction or condemnation of the property. Any such loss shall not relieve Buyer from any of Buyer's obligations pursuant to this Contract.
17. WASTE. Buyer shall keep the property in good repair and shall not commit or suffer waste or willful damage to or destruction of the property. Buyer shall not remove commercial timber without the written consent of Seller.
18. AGRICULTURE USE. If this property is to be used principally for agriculture purposes, Buyer agrees to conduct farm and livestock operations in accordance with good husbandry practices. In the event a forfeiture action is instituted, Buyer consents to Seller's entry on the premises to take any reasonable action to conserve soil, crops, trees and livestock.
19. CONDEMNATION. Seller and Buyer may each appear as owners of an interest in the property in any action concerning condemnation of any part of the property. Buyer may within 30 days after condemnation and removal of improvements, negotiate a contract to substantially restore the premises to their condition before the removal. If the condemnation proceeds are sufficient to pay the contract price for restoration or if the Buyer deposits in escrow any deficiency with instructions to apply the funds on the restoration contract, the property shall be restored unless underlying encumbrances provide otherwise. Otherwise proceeds of the award shall be applied in payment of the balance due on the purchase price, as Seller may direct.
20. DEFAULT. If the Buyer fails to observe or perform any term, covenant or condition of this Contract, Seller may:
 - (a) Suit for Installments. See for any delinquent periodic payment; or
 - (b) Specific Performance. See for specific performance of any of Buyer's obligations pursuant to this Contract or;
 - (c) Forfeit Buyer's Interest. Forfeit this Contract pursuant to Ch. 51.30, RCW, as it is presently enacted and may hereafter be amended. The effect of such forfeiture includes: (i) all right, title and interest in the property of the Buyer and all persons claiming through the Buyer shall be terminated; (ii) the Buyer's rights under the Contract shall be cancelled; (iii) all sums previously paid under the Contract shall belong to and be retained by the Seller or other person to whom paid and entitled thereto; (iv) all improvements made to and unharvested crops on the property shall belong to the Seller; and (v) Buyer shall be required to surrender possession of the property, improvements, and unharvested crops to the Seller 10 days after the forfeiture.
- (d) Acceleration of Balance Due. Give Buyer written notice demanding payment of said delinquencies and payment of a late charge of 5% of the amount of such delinquent payments and payment of Seller's reasonable attorney's fees and costs incurred for services in preparing and sending such notice and stating that if payment pursuant to said notice is not received within (30) days after the date said Notice is either deposited in the mail addressed to the Buyer or personally delivered to the Buyer, the entire balance owing, including interest, will become immediately due and payable. Seller may thereupon institute suit for payment of such balance, interest, late charge and reasonable attorney's fees and costs.
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(continued)
shall also be a part of the existing Road Maintenance Agreement.
Subject parcel shall also be included in the Covenants,
Conditions and Restrictions that govern the adjacent parcels,
shown on plat map.

Title Company is to record the easement, CC&R's and the Road
Maintenance Agreement when this sale is recorded.



(e) Judicial Foreclosure. Due to foreclose this contract as a mortgage, in which event Buyer may be liable for a deficiency.

21. RECEIVER. If Seller has instituted any proceedings specified in Paragraph 20 and Buyer is receiving rental or other income from the property, Buyer agrees that the appointment of a receiver for the property is necessary to protect Seller's interest.

22. BUYER'S REMEDY FOR SELLER'S DEFAULT. If Seller fails to observe or perform any term, covenant or condition of this Contract, Buyer may, after 30 days' written notice to Seller, institute suit for damages or specific performance unless the breaches designated in said notice are cured.

23. NON-WAIVER. Failure of either party to insist upon strict performance of the other party's obligations hereunder shall not be construed as a waiver of strict performance thereafter of all of the other party's obligations hereunder and shall not prejudice any remedies as provided herein.

24. ATTORNEY'S FEES AND COSTS. In the event of any breach of this Contract, the party responsible for the breach agrees to pay reasonable attorney's fees and costs, including costs of service of notices and title searches, incurred by the other party. The prevailing party in any suit instituted arising out of this Contract and in any forfeiture proceedings arising out of this Contract shall be entitled to receive reasonable attorney's fees and costs incurred in such suit or proceedings.

25. NOTICES. Notices shall be either personally served or shall be sent certified mail, return receipt requested and by regular first class mail to Buyer at _____

_____ and to Seller at _____

or such other address as either party may specify in writing to the other party. Notices shall be deemed given when served or mailed. Notice to Seller shall also be sent to any institution receiving payments on the Contract.

26. TIME FOR PERFORMANCE. Time is of the essence in performance of any obligations pursuant to this Contract.

27. SUCCESSORS AND ASSIGNS. Subject to any restrictions against assignment, the provisions of this Contract shall be binding on the heirs, successors and assigns of the Seller and the Buyer.

28. OPTIONAL PROVISION -- SUBSTITUTION AND SECURITY ON PERSONAL PROPERTY. Buyer may substitute for any personal property specified in Paragraph 3 herein other personal property of like nature which Buyer owns free and clear of any encumbrances. Buyer hereby grants Seller a security interest in all personal property specified in Paragraph 3 and future substitutions for such property and agrees to execute a financing statement under the Uniform Commercial Code reflecting such security interest.

SELLER

INITIALS:

BUYER

29. OPTIONAL PROVISION -- ALTERATIONS. Buyer shall not make any substantial alteration to the improvements on the property without the prior written consent of Seller, which consent will not be unreasonably withheld.

SELLER

INITIALS:

BUYER

30. OPTIONAL PROVISION -- DUE ON SALE. If Buyer, without written consent of Seller, (a) conveys, (b) sells, (c) leases, (d) assigns, (e) contracts to convey, sell, lease or assign, (f) grants an option to buy the property, (g) permits a forfeiture or foreclosure or trustee or sheriff's sale of any of the Buyer's interest in the property or this Contract, Seller may at any time thereafter either raise the interest rate on the balance of the purchase price or declare the entire balance of the purchase price due and payable. If one or more of the entities comprising the Buyer is a corporation, any transfer or successive transfers in nature of items (a) through (g) above of 49% or more of the outstanding capital stock shall enable Seller to take the above action. A lease of less than 3 years (including options for renewals), a transfer to a spouse or child of Buyer, a transfer incident to a marriage dissolution or condemnation, and a transfer by inheritance will not enable Seller to take any action pursuant to this Paragraph, provided the transferee other than a condormor agrees in writing that the provisions of this Paragraph apply to any subsequent transaction involving the property entered into by the transferee.

SELLER

INITIALS:

BUYER

31. OPTIONAL PROVISION -- PRE-PAYMENT PENALTIES ON PRIOR ENCUMBRANCES. If Buyer elects to make payments in excess of the minimum required payments on the purchase price herein, and Seller, because of such prepayments, incurs prepayment penalties on prior encumbrances, Buyer agrees to forthwith pay Seller the amount of such penalties in addition to payments on the purchase price.

SELLER

INITIALS:

BUYER

32. OPTIONAL PROVISION --PERIODIC PAYMENTS ON TAXES AND INSURANCE. In addition to the periodic payments on the purchase price, Buyer agrees to pay Seller such portion of the real estate taxes and assessments and fire insurance premium as will approximately total the amount due during the current year based on Seller's reasonable estimate.

The payments during the current year shall be \$ 600.00 per month. Such "reserve" payments from Buyer shall not accrue interest. Seller shall pay when due all real estate taxes and insurance premiums, if any, and debit the amounts so paid to the reserve account. Buyer and Seller shall adjust the reserve account in April of each year to reflect excess or deficit balances and changed costs. Buyer agrees to bring the reserve account balance to a minimum of \$10 at the time of adjustment.

SELLER	INITIALS:	BUYER
_____	_____	_____

33. ADDENDA. Any addenda attached hereto are a part of this Contract.

34. ENTIRE AGREEMENT. This Contract constitutes the entire agreement of the parties and supersedes all prior agreements and understandings, written or oral. This Contract may amend only in writing executed by Seller and Buyer.

IN WITNESS WHEREOF the parties have signed and sealed this Contract the day and year first above written.

SELLER

James Robson
JAMES ROBSON

BUYER

Thomas J. Pearson
THOMAS PEARSON
Rebecca M. Pearson
REBECCA PEARSON

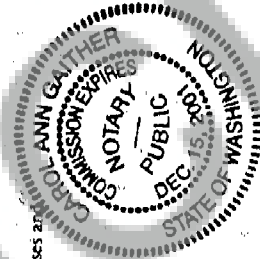
STATE OF WASHINGTON,
County of CLARK ss.

I certify that I know or have satisfactory evidence that
James Robson
signed this instrument, and acknowledged it to be, HIS
purposes mentioned in this instrument.

Dated 12/17/98

Carol Ann Gaither
Notary Public in and for the state of Washington, residing at Vancouver

My Appointment expires 12/15/01



BOOK 173 PAGE 537

EXHIBIT A

LEGAL DESCRIPTION FOR: CTC - 86443

LOT 4, OF THE DAVID L. SIMES SHORT PLAT, RECORDED IN BOOK 3 OF SHORT PLATS,
PAGE 166, SKAMANIA COUNTY RECORDS.

124943 DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS, BOOK 156 PAGE 364

THIS DECLARATION made on this 28 day of MARCH 1996, by LARRY BALDWIN and NELEN BALDWIN, husband and wife, PATRICIA RIMCAID, a single person, and JAMES ROYSON, a single person, hereinafter collectively referred to as "Declarant",

WHEREAS, Declarant is the owner or owners of certain real property in Skamania County, State of Washington, more particularly described in the legal description attached hereto as Exhibit "A" and incorporated herein by reference; and

WHEREAS, Declarant wishes to protect the value and desirability of the property described above;

NOW, THEREFORE, Declarant hereby declares that all of the property described above shall be held, sold and conveyed subject to the following restrictions, covenants and conditions, which shall run with the land, be binding upon and inure to the benefit of all parties, their heirs, successors and assigns, having any right, title or interest in the described properties of any part thereof.

ARTICLE I.
DEFINITIONS

1. "Owner" shall refer to the record holder of a fee interest, grantors under a deed of trust, and contract purchasers who are in possession of a lot or any portion thereof. Declarant shall be considered the Owner of all lots which it has not yet sold or which it reacquires.
2. "Property" shall mean and refer to that certain real property hereinbefore described.
3. "Lots" shall mean and refer to any parcel of land of the Property.

ARTICLE II.
USE RESTRICTIONS

1. Enjoyment of Property. The Owners shall use their respective properties to their own enjoyment in such a manner so as not to offend or detract from any other Owner's enjoyment of their own respective properties. The maintenance, upkeep and repair of lots shall be the sole responsibility of the individual owners. Owners shall maintain their lots and any and all appurtenances thereon in good order, condition and repair, and in a clean, sightly and sanitary condition at all times.

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS - Page 1

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Lot	2
Sublot	
Block	
City	
County	
State	

BOOK 156 PAGE 363

2. Exercitation of Law. No owner shall carry on any activity of any nature whatsoever on his property which is in derogation or violation of the laws, statutes or ordinances of the State or Washington, Skamania County, municipality or any other applicable governmental agency.
3. Animals. There shall be no commercial farming and animal husbandry operations on any lots. Small hobby farming shall be permitted, as well as the raising of show animals, provided such activity creates no visual, auditory or aesthetic nuisance or annoyance to the neighborhood.
4. Commercial Activity. There shall be no commercial activity by the owner, except for the construction and sale of single-family homes and related activity; provided however, that specified home businesses and home occupations may be conducted, if allowed by law, and if such business and occupation will not cause traffic congestion or other disruption or create a nuisance or annoyance to the neighborhood.
5. Nuisances. No noxious or offensive activity shall be carried on upon the Property or Lots nor shall anything be done thereon which may become a nuisance, as such is defined by the laws of the State of Washington or Skamania County.
6. Inoperable Vehicles. Inoperable cars or other unsightly vehicles shall not be stored on any Lot in view of the roads or other Lots.
7. Trash and Trash Containers. All garbage or trash containers must be stored within a permanent structure where they are not visible from outside the premises. No trash, garbage, discarded equipment, rubbish, ashes, yard rakings or other materials resulting from landscaping activity, or other refuse and debris, shall be thrown, dumped or allowed to accumulate on any lot, building site, street or driveway.
8. Structures. When construction on any lot has begun, it must be pursued to completion with due diligence and shall be finished within twelve (12) months from the issuance of the building permit. No single-family residential building shall be erected, placed or permitted to remain on any lot which is not less than 1440 finished square feet of livable enclosed floor area for a single story dwelling, and not less than 750 square feet of livable enclosed floor area per level for a two story dwelling, and not less than 1500 square feet of livable enclosed floor area for a split-level dwelling, exclusive of opened or screened porches, basements, terraces, patios or garages.
9. Mobile Homes. The use of modular or prefabricated homes, or manufactured homes, or similar structures, which are largely constructed off site as living units, are allowed to be placed on

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS - Page 2

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the lots, as used for single-family residential structures. However, only new or two (2) year old manufactured houses shall be placed on the lots, and shall contain not less than 1280 square feet of livable enclosed floor area. The dwelling must be placed upon an FMA approved foundation.

10. Landscaping. All yards must be landscaped within four (4) months after completion or placement of the dwelling.

ARTICLE III.

Private Road Maintenance

This Road Maintenance is for the purpose of establishing a policy and procedure for maintenance of all private roads common to several parcels of property described in Exhibit "A", as attached hereto, and between the Owners of record, of the following described parcels of real property located in Shennandoah County, Washington:

Lot 1 and Lot 2, WAYNE CLEMENS SHORT PLAY; and
Lot 1 and Lot 2, PATRICIA KINCAID SHORT PLAY

The Owners agree to provide for the maintenance of all private roads common to the above-described real property, as follows:

The roads subject to this Agreement are described as: 1. A South 660 feet of Panda Road and all of Robson Road.

1. Maintenance. The Owners are responsible for maintaining and repairing the private roads described in this Declaration in as satisfactory and usable condition as is practical. Said maintenance shall consist of, at minimum, the annual filling of all potholes and ruts that restrict travel on said roads, rocking or graveling and grading, to provide for trenching along the sides of said roads to provide for surface water runoff, and snow removal, as necessary. The Owners shall maintain the roadway in good condition and shall apportion the expense of maintaining and repairing the roadway between them equally. However, in the event one of the Owners damages the roadway, by their own actions or those of someone hired for their benefit, that Owner shall be responsible for the damages which he or she caused and the repairs necessary to return the roadway to its condition before such damage occurred.

2. Approval of Actions. Maintenance methods, standards and financing shall be in a manner determined by the majority of the Owners of the Lots. Provided, that any and all maintenance and repair actions are taken only after written notice has been given and a reasonable time for response has been made. The Owners are hereby authorized to form an association for the maintenance and repairs of the roadway and shall establish the standards, terms and conditions of the association as they so agree.

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS - Page 3

3. Collection and Lien Rights. All Owners may recover and collect the funds for maintenance and repairs, as the majority so agrees. Any Owner who fails to pay any agreed expenses of the roadway may be liable for any and all costs associated with the collection of the funds, including statutory interest and attorney fees, and may be subject to a lien of the Lot by the other Owners or Association of Lot Owners.

ARTICLE IV. Administration and Enforcement

1. Compliance. By acceptance of a Deed to a Lot, execution of a Contract therefor, or any other means of acquisition of an ownership interest, the Owner, his heirs, successors and assigns, covenants and agrees to observe and comply with the terms and conditions of this Declaration, as they now exist and are hereafter amended.

2. Right to Enforce. Any Lot Owner or Association of Lot Owners shall have the right to enforce by proceeding at law or in equity all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration.

3. Disclaimer of Liability. The Lot Owners shall not be liable to any person for acts and omissions done in good faith in the interpretation, administration and enforcement of this Declaration.

4. Attorney Fees and Costs. In the event suit or action is instituted to enforce any terms of this Declaration or to collect unpaid assessments, the prevailing party shall be entitled to recover from the other party such sum as reasonable attorney fees and costs, in addition to all other sums provided by law.

ARTICLE V. Amendment

The covenants and restrictions of this Declaration shall run with and bind the land for a term of twenty (20) years from the date this Declaration is recorded, after which time said covenants shall be automatically extended until terminated by an instrument which has received the signatures of at least seventy-five percent (75%) of the Owners. This Declaration may be amended during the term of the Declaration by an instrument which has received the signatures of at least fifty-one percent (51%) of the Owners.

ARTICLE VI. General Provisions

1. Survivability. Invalidity of any one of these covenants, reservations or restrictions shall in no way affect or invalidate any other provision, and shall remain in full force and effect.

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS - Page 4

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2. Waiver. Failure of any Lot Owner or Association of Lot Owners at any time to require performance of the provisions of this Declaration shall not limit such party's right to enforce the provision. nor shall any waiver of any breach of any provision constitute a waiver of any succeeding breach of that provision or a waiver of that provision itself.

IN WITNESS WHEREOF, Declarant has executed this Declaration on the date above first written.

FILED FOR RECORD
SEATTLE, WASH
BY *Henry Dyer*

M 3 3 25 PM '88
Osborn
AUGUST
CARY M. OLSON

DECLARANT:

BY: *Larry Balchin*
LARRY BALCHIN

BY: *John Balchin*
JOHN BALCHIN

BY: *Patricia Kincadeo*
PATRICIA KINCADO

BY: *James E. Olson*
JAMES E. OLSON

STATE OF WASHINGTON)
County of *Clark*) ss

On this day personally appeared before me, *Larry Balchin*, to me known to be the individual described in and who executed the same, and acknowledged that *John* signed the same as *John*; free and voluntary act and deed for the uses and purposes therein mentioned.

WITNESS my hand and official seal hereto affixed this *27* day of *March*, 1988.



Larry M. Balchin
NOTARY PUBLIC for Washington
My Commission expires: *May 7, 1989*

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS - Page 5

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STATE OF WASHINGTON) ss
County of Alaska)

On this day personally appeared before me, Garth R. Roberts, to me known to be the individual described in and who executed the same, and acknowledged that SL signed the same as SL free and voluntary act and deed for the uses and purposes therein mentioned.

WITNESS my hand and official seal hereto affixed this 28th day of March, 1996.



Garth R. Roberts
NOTARY PUBLIC for Washington
My Commission expires: May 7, 1999

STATE OF WASHINGTON) ss
County of Alaska)

On this day personally appeared before me, Garth R. Roberts, to me known to be the individual described in and who executed the same, and acknowledged that SL signed the same as SL free and voluntary act and deed for the uses and purposes therein mentioned.

WITNESS my hand and official seal hereto affixed this 28th day of March, 1996.



Garth R. Roberts
NOTARY PUBLIC for Washington
My Commission expires: May 7, 1999

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS - Page 6

Description:

BOOK 156 PAGE 348

The Southeast Quarter of the Northwest Quarter of the Southeast Quarter of Section 30, Township 2 North, Range 5 East of the Willamette Meridian, in the County of Skamania, State of Washington.

EXCEPT that portion lying within a strip of land 60.00 feet in width, the centerline of which is described as the North-South centerline of the Southeast Quarter of the Northeast Quarter, and the Northeast Quarter of the Southeast Quarter of Section 30.

TOGETHER with an Easement for Ingress, Egress and Utilities over, under and across the above described 60 foot strip.

EXCEPT the South 1.00 foot of the above described 60.00 foot easement.

1304

BOOK 173 PAGE 545

EXHIBIT "A" BOOK 156 PAGE 319

The North half of the Southeast quarter of the Southeast quarter and the North Three-quarters of the Southeast quarter of the Southeast quarter EXCEPT the East 20 acres thereof decided to Central Catholic High School by Deed recorded November 29, 1934 in Book 84 at page 148, all in Section 20, Township 2 North, Range 6 East of the Willamette Meridian, Clatsop County, Washington.

Tax

for 1900

BOOK 173 PAGE 546

STEWART TITLE COMPANY
of Washington, Inc.

PLEASE SEE RECORD AT REQUEST OF

CYC 17214

NOTARY PUBLIC IN THE STATE OF

JAMES BOSSON

540 92 Blair Road

One West, St. Louis, Mo. 63107

NOTARY PUBLIC IN THE STATE OF
WASHINGTON
BY *GARY M. OLSON*

In 11 29th '95
Gary
AUDITOR
GARY M. OLSON

122076

Full Reconveyance BOOK 749 PAGE 334

The undersigned is broker under that certain Deed of Trust, dated September 1, 1994, in which JAMES BOSSON, A SINGLE PERSON AND PATRICIA KNOX, A SINGLE PERSON and WAYNE C. CLYBORN AND JENNIFER A. CLYBORN, husband and wife is granted

recorded on September 14, 1994, under Recording No. 120540, is beneficiary.

Book 145 Page 852, of the County of Stanislaus, California, having received from the beneficiary under said Deed of Trust a written request to reconvey, reciting that the obligation secured by the Deed of Trust has been fully satisfied, due hereby reconvey, without warranty, to the person(s) entitled thereto all of the right, title and interest now held by said trustee in and to the property described in said Deed of Trust, situated in the County of Stanislaus, California.

The Southwest quarter of the Northwest quarter of the Southeast quarter of Section 30, Township 2 North, Range 5 East of the Millwaukie Meridian, in the County of Stanislaus, State of Washington.

Dated April 14, 1995

DONNA E. ANDERSON
NOTARY PUBLIC
STATE OF WASHINGTON
COMMISSION EXPIRES
DECEMBER 1, 1997

CHAPTER 511.2

Donna E. Anderson
By *Donna E. Anderson*
(Name - Title) Asst. Secretary

STATE OF WASHINGTON, }
County of }
(Name - Title)

STATE OF WASHINGTON,
County of CLATSOP

I hereby certify that I have as true and correct evidence the

document(s) to be signed this day of April, 1995, at the County of Clatsop, State of Washington, in and to the said and foregoing instrument(s) in this

Deed, and I have as true and correct evidence the

document(s) to be signed this day of April, 1995, at the County of Clatsop, State of Washington, in and to the said and foregoing instrument(s) in this

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Deed, and I have as true and correct evidence the

document(s) to be signed this day of April, 1995, at the County of Clatsop, State of Washington, in and to the said and foregoing instrument(s) in this

Filed for Record at Request of

James E. Robson
340 SE Blair Road
Washougal, WA 98671

By Stamania County
Notary Public
Auditor
CARY M. OLSON

BOOK 154 PAGE 371

STATUTORY WARRANTY DEED BOOK 147 PAGE 5
121046

THE GRANTOR Roman Catholic Archbishop of Portland in Oregon, and successors, a corporation sole, incorporated under the laws of the State of Oregon, successor by merger of Archdiocese of Portland in Oregon, an Oregon non-profit corporation, for and in consideration of Ten Dollars and other valuable consideration, in hand paid, conveys and warrants to James E. Robson, a single person, the following described real estate, situated in the County of Shanania, State of Washington:

The East 20 Acres of the North 3/4 of the Southeast Quarter of the Southeast Quarter of Section 30, Township 2 North, Range 5 East of the Willamette Meridian in the County of Shanania, State of Washington.

EXCEPT that portion conveyed to the Catlin Gabel School by instrument recorded in Book 19, Page 44.
ALSO EXCEPT that portion conveyed to Portland Adventist Medical Center by instrument recorded in Book 118, Page 202.

SUBJECT TO:

1. Rights of the Public in and to that portion lying within the road easement for Pipeline, including the terms and provisions thereof, recorded December 13, 1948, in Book 32, Page 254, Auditor's File No. 38717, Shanania County Deed Records. Also recorded December 14, 1948, in Book 32, Page 257, Auditor's File No. 38726, Shanania County Deed Records.
2. Easement for ingress, egress and utilities, including the terms and provisions thereof, recorded July 17, 1939, in Book 114, page 844, Auditor's File No. 101391, Shanania County Deed Records.

DATED this 10th day of November, 1994.

DEAN ESTATE HOUSE DAY

17041

NOV 15 1994
PM 0 23.0.0

SHANANIA COUNTY TREASURER

Roman Catholic Archbishop of Portland in Oregon, and successors, a corporation sole

By William J. Leveda
William J. Leveda, Archbishop

STATE OF OREGON, County of Multnomah, ss.

Personally appeared the above named William J. Leveda, Archbishop of Portland in Oregon, and did say that he is the sole director of Roman Catholic Archbishop of Portland in Oregon, and successors, a corporation sole, which corporation is incorporated under the laws of the State of Oregon, and the said instrument was signed in behalf of said corporation and did acknowledge said instrument to be the voluntary act and deed of said corporation.

Before me:



William J. Leveda
Notary Public for Oregon

Page 1
Page 2
Page 3
Page 4
Page 5

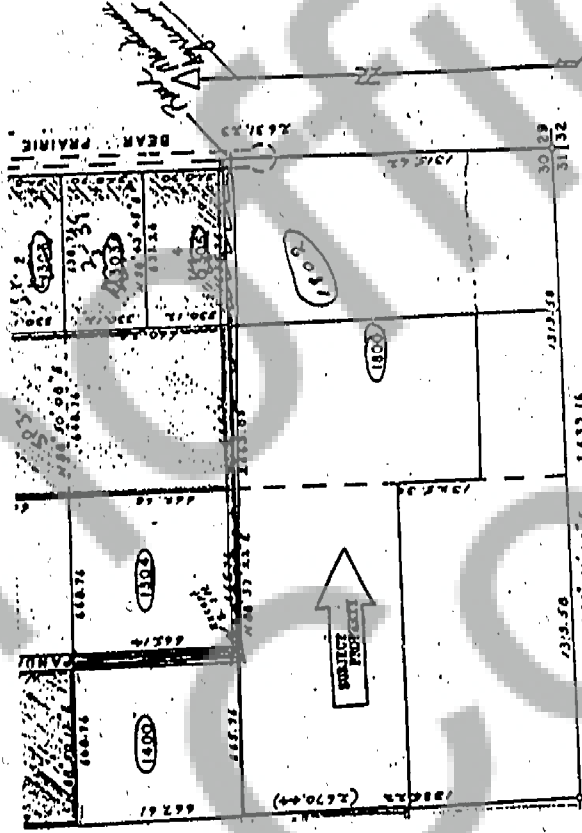
COPY

BOOK 173 PAGE 548

TELEPHONE 608 84-472
FAX 608 84-473

BOOK 752 PAGE 372

AND ASSOCIATES, S.A., INC.
P.O. BOX 128
WISCONSIN, WI 53001



This sketch is provided without charge, for your information. It is not intended to show all matter related to the property including, but not limited to, area, dimensions, easements, encroachments, or location of boundaries. It is not a part of, nor does it modify, the contract or plan to which it is attached. The company assumes NO LIABILITY for any matter related to this sketch. Reference should be made to an accurate survey for further information.



AGENT FOR
PROPERTY OF THE STATE OF WISCONSIN

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