

**AFTER RECORDING RETURN TO:**

Steve C. Morasch  
Schwabe, Williamson & Wyatt, P.C.  
1111 Main Place Suite 410  
Vancouver, WA 98660

---

**COVER SHEET**

---

DOCUMENT TITLE: Declaration of Covenants, Conditions, and Restrictions For  
Three Rivers Recreational Area Owners Association

REFERENCE NUMBER(S): N/A

NAME(S) OF GRANTOR(S): David Creagan, Brenda Creagan, Gerald Sauer, Mary  
Sauer, Michael Fortin, Kim Fortin, John Niemer, Lauren  
Niemer, Connie G. Sauers

NAME(S) OF GRANTEE(S): David Creagan, Brenda Creagan, Gerald Sauer, Mary  
Sauer, Michael Fortin, Kim Fortin, John Niemer, Lauren  
Niemer, Connie G. Sauers

PAGE(S) WHERE ADDITIONAL NAMES CAN BE FOUND: N/A

ABBREVIATED LEGAL DESCRIPTION: Lots #1, #2 #3 and #4 ANGRY LADY SHORT  
PLAT; Lots #1, #2, #3 and #4 JOHN NIEMER  
SHORT PLAT; Lots #1 and #2 DAVE CREAGAN  
SHORT PLAT; Lots #1 and #4 BRENDA  
CREAGAN SHORT PLAT

See pages 38 thru 51 for complete legal descriptions

ASSESSOR'S PROPERTY TAX PARCEL NUMBER: #7-6-23-00-1120-00; #7-6-23-00-  
1121-00; #7-6-23-00-1122-00; #7-6-  
23-00-1106-00; #7-6-23-00-1123-00;  
#7-6-23-00-1124-00; #7-6-23-00-  
1125-00; #7-6-23-00-1105-00; #7-6-  
23-00-1114-00; #7-6-23-00-1115-00;  
#7-6-23-00-1107-00; #7-6-23-00-  
1117-00; #7-6-23-00-1103-00

See pages 38 thru 51 for additional parcel numbers

**DECLARATION OF  
COVENANTS, CONDITIONS, AND RESTRICTIONS  
FOR THREE RIVERS RECREATIONAL AREA**

**IMPORTANT NOTICE TO PERSONS BUYING PROPERTY IN THREE RIVERS  
RECREATIONAL AREA**

1. Before you purchase a lot make sure you have written confirmation from the Association whether there are any outstanding liens or violations respecting the lot you wish to purchase. You may be liable for any liens, fines, assessments and claims against the lot you purchase even if they were caused by the seller. Liability runs with the lot. See Section 1.2 of this Declaration for the procedure to follow. Do not rely upon the Title Insurance Company to do this. Its pro-ration of the regular assessment does not confirm the status of the lot. You must obtain written confirmation from the Association.

2. After your purchase is completed, be sure to notify the Association of the change of ownership so that you will receive notices and be considered the owner for purposes of voting and other rights under this Declaration. It is your obligation to notify the Association of the change in ownership.

3. Do not make any alterations or improvements to a lot you have purchased without obtaining permission from the Association. You may be subject to fines and a lien on your lot if you violate the requirement of obtaining permission before making changes to your lot. See Section 5 of this Declaration for the procedure to follow.

4. As set forth in Section 6.4.21 of this Declaration, the Property is subject to a Wildlife and Habitat Assessment Report and a Landslide Hazard Study, which have been recorded at document number 2005158676 of the official records of Skamania County. All development and use of the Property, including all Lots, roads and Common Areas must comply with all terms of the Wildlife and Habitat Assessment Report, paying particular attention to the restrictions set forth on pages 20 through 24 of the Wildlife and Habitat Assessment Report and the Landslide Hazard Study, paying particular attention to the restrictions set forth at pages 1 through 4 of the Landslide Hazard Study.

5. This Declaration contains many other important requirements, restrictions and obligations that apply to owners of property in Three Rivers Recreational Area. In particular, Section 1.3 of this Declaration contains Special Declarant Rights and Easements, which include but are not limited to the right for Declarant to annex additional land to Three Rivers Recreational Area, the right for Declarant to further subdivide property in Three Rivers Recreational Area, the right for Declarant to develop multi-family and commercial uses, and the right for the Declarant to amend the Declaration. In addition, Section 3.4.2 provides that the Declarant shall control the Association until such time as the Declarant cease to own at least 10 Lots. Please review this Declaration carefully and seek legal advice if necessary to understand it.

## TABLE OF CONTENTS

	Page
SECTION 1 INTRODUCTION.....	1
1.1 Declaration Binding upon Owners.....	1
1.2 Estoppel Certificate to Protect New Owners .....	1
1.3 Declarant's Special Rights .....	2
SECTION 2 DEFINED TERMS .....	3
SECTION 3 THREE RIVERS OWNERS ASSOCIATION.....	6
3.1 Formation and Authority.....	6
3.2 Membership .....	6
3.3 Duties and Powers of the Association .....	6
3.4 Board of Directors.....	8
3.5 Terms of Directors .....	9
3.6 Removal.....	10
3.7 Vacancies .....	10
3.8 Meetings of the Board.....	10
3.9 Quorum .....	10
3.10 Proxies .....	11
3.11 Voting by the Board.....	11
3.12 Voting by Mail.....	11
3.13 Compensation of Directors .....	11
3.14 Insurance .....	11
3.15 Officers of the Association .....	11
3.16 Execution of Instruments .....	12
3.17 Indemnification .....	12

3.18	Amendment of Articles of Incorporation.....	12
SECTION 4	ASSESSMENTS.....	12
4.1	Annual Assessments .....	12
4.2	Allocation to Other Lots .....	13
4.3	Special Assessments .....	14
4.4	Records of Assessments.....	14
4.5	Enforcement.....	14
4.6	Personal Obligation.....	14
4.7	Associations Lien; Subordination .....	15
SECTION 5	ARCHITECTURAL AND DESIGN CONTROL .....	16
5.1	Architectural Control Committee .....	16
5.2	Architectural and Design Review .....	16
5.3	Design Review Procedure.....	18
SECTION 6	PROPERTY USE AND RESTRICTIONS.....	20
6.1	Improvements Permitted.....	20
6.2	Residential Use .....	21
6.3	Landscaping and Maintenance of Lots.....	21
6.4	Limitations on Use.....	22
SECTION 7	COMMON AREAS AND EASEMENTS.....	25
SECTION 8	ENFORCEMENT .....	25
8.1	Compliance Committee .....	25
8.2	Right of Entry.....	25
8.3	Compliance Order.....	25
8.4	Fines. ....	26
SECTION 9	GENERAL PROVISIONS.....	26

9.1 Duration .....26

9.2 Severability .....26

9.3 Amendment.....26

9.4 Enforcement.....26

9.5 Non-Waiver.....26

9.6 Captions .....26

9.7 Notices .....26

9.8 Costs and Attorneys' Fees.....27

SECTION 10 ARBITRATION.....27

10.1 Generally.....27

10.2 Failure to Arbitrate.....27

10.3 Cost .....27

10.4 Governing Rules; Preservation of Remedies .....27

Unofficial Copy

**DECLARATION OF  
COVENANTS, CONDITIONS, AND RESTRICTIONS  
FOR  
THREE RIVERS RECREATIONAL AREA OWNERS ASSOCIATION**

THIS DECLARATION is made this \_\_\_ day of \_\_\_\_\_, 2005, by David & Brenda Creagan and Gerald & Mary Sauer (collectively the "Declarant") and consented to by the undersigned Owners. Pursuant to this Declaration, all of the property described on Exhibit A hereto is and shall be held and conveyed upon and subject to the easements, conditions, covenants, restrictions and reservations hereinafter set forth; all of which are for the purpose of enhancing and protecting the value, desirability and attractiveness of the property. These easements, covenants, restrictions, conditions and reservations shall constitute covenants to run with the land and shall be binding upon all persons claiming under this Declaration, and all these conditions, covenants, restrictions, easements and reservations shall inure to the benefit of and be limitations upon all current and future owners of said property, or any interest therein.

**SECTION 1 INTRODUCTION**

1.1 Declaration Binding upon Owners. The covenants, conditions, and restrictions set forth in this Declaration run with, inure to the benefit of and are burdens binding upon the Property. All Owners and Occupants of the Property, and any other Persons acquiring any interest in a Lot or any other portion of the Property, and their heirs, successors, and assigns shall be subject to this Declaration and, to the extent provided in this Declaration, will have personal liability for assessments, fines, damages and other sums owed to the Association hereunder. Persons should not acquire an interest in a Lot without first obtaining an Estoppel Certificate from the Association pursuant to Section 1.2, below, in order to avoid unexpected liability for sums due to the Association or liability for Improvements on the Lot which are not in compliance with the requirements of this Declaration.

1.2 Estoppel Certificate to Protect New Owners. Within 10 business days after receipt of a written request from any Owner, and the payment by the Owner of such reasonable fee as may be fixed by the Board from time to time to cover costs, the Association shall provide the Owner with an estoppel certificate executed by an Association officer certifying with respect to the Lot(s) owned by such Owner, as of the date of the certificate, whether or not any assessments or other sums are due and payable with respect to such Lot(s) and whether any violations of this Declaration exist with respect to such Lot(s) and stating with reasonable particularity the nature of any violations. Any purchaser from an Owner, and any mortgagee or other encumbrancer, shall be entitled to rely upon any such certificate as to the matters set forth therein, such matters being conclusive and binding upon the Architectural Control Committee, the Compliance Committee, the Association, all Owners, and such purchaser, mortgagee, or other encumbrancer.

1.3 Declarant's Special Rights, Easements and Right to Amend.

1.3.1 Declarant's Special Rights. Declarant is undertaking the work of developing Three Rivers Recreational Area into an attractive recreational development that will provide for the needs of the Lot owners. The development, marketing, and sale of the Lots is essential to the establishment and welfare of the Property as a recreational community. It is therefore important that the Declarant retain the power to develop, market and sell the properties in a manner that best serves the needs of the project. As long as Declarant owns at least one Lot, Declarant shall have the Special Rights set forth in this Section 1.3.1. Where there is a conflict between any right set forth in this section 1.3.1 and any other provision of this Declaration, the provisions of this Section 1.3.1 shall prevail. Declarant shall have the right to subdivide any Lot owned by the Declarant or any Lot owned by other persons with the written consent of the Owner of that Lot. Declarant shall have the sole and exclusive right to annex additional land to Three Rivers Recreational Area by recording a declaration subjecting the additional land to this Declaration. Any such land annexed shall be subject to all provisions of this Declaration in effect at the time of annexation, including, without limitation, all provisions of Section 1.3. Declarant shall also have the sole and exclusive right to designate Lots as Multi-Family Lots for multi-family use (including, without limitation, apartments, town homes, cabins, condominiums, time shares or fractional ownership units) or Commercial Lots for commercial use (including, without limitation, a golf course, pro shop, clubhouse, restaurant, retail store, office, recreational vehicle park, campground, school, environmental research facility or any other commercial development in keeping with the character of the recreational development). Declarant's right to designate Lots as Commercial Lots or Multi-Family Lots shall apply to any Lots owned by Declarant or any Lots owned by other persons with the written consent of the Owner. In addition to the above, Declarant shall have the right to maintain a sales office and model on one or more of the Lots. Declarant, its agents, prospective purchasers, and their agents shall have the right to use and occupy the sales offices and models during reasonable hours any day of the week. Declarant may use the Common Areas and roads in order to carry out sales or development activities necessary or convenient for the sale, marketing, construction or development of Lots, and Declarant may maintain a reasonable number of signs at reasonable locations on the Property (including, without limitation, the roads and Common Areas) for the purpose advertising Lots.

1.3.2 Declarant's Right to Amend. Declarant reserves the right, upon Declarant's sole signature and without the assent of any other person, to amend this Declaration and any Plat filed by Declarant to the extent necessary or incidental to the exercise of a Special Declarant Right as provided in Section 1.3.1, including the annexation and development of additional property. The Declarant's right to amend this Declaration and any Plat under this Section 1.3.2 shall continue until Declarant ceases to own at least ten Lots that are subject to this Declaration and the Association is turned over to the Owners.

1.3.3 Declarant's Easements. In addition to any easements granted by the Association and any other easements granted or referenced in other sections of this Declaration, there is reserved a non-exclusive easement in favor of Declarant over and across the Common Areas for ingress and egress and over and across easements, roadways, and utility lines specified

or established in and for the Three Rivers Recreational Area, and the right to connect thereto is reserved. Such reservations are for the purpose of exercising Special Declarant Rights, including the completion of construction and development of Three Rivers Recreational Area and any land annexed thereto. Further, Declarant hereby reserves an easement over all roads and Common Areas and other recreational easements in Three Rivers Recreational Area for the following people, and their immediate family, for the purposes of recreational access to the rivers and other recreational amenities in Three Rivers Recreational Area: (1) David & Brenda Creagan and their heirs; (2) Gerald & Mary Sauer, and their heirs (hereinafter the "Beneficiaries").

---

---

This easement is considered permanent and perpetual and cannot be altered without the written consent of the Beneficiaries. The Beneficiaries shall retain the rights to use this easement even if the original Declarant no longer retains any interest in any Lots within the Three Rivers Recreational Area. The Beneficiaries shall not have the authority, voluntarily or involuntarily, to convey or assign their interest in this easement.

## SECTION 2 DEFINED TERMS

Throughout this Declaration, the following terms, when capitalized, shall have the following meanings:

- 2.1 Adjusted Annual Assessment has the meaning set forth in Section 4.1.2.
- 2.2 ACC means the architectural control committee formed pursuant to Section 5 to review and approve or disapprove plans and specifications for the design and construction of Improvements within Three Rivers Recreational Area and to undertake such other tasks as are specified in this Declaration.
- 2.3 Association means the Three Rivers Recreational Area Owners' Association, formed pursuant to Section 3.1.
- 2.4 Board means the Board of Directors of the Association, formed pursuant to Section 3.4.
- 2.5 CC means the Compliance Committee formed pursuant to Section 8.1 to enforce compliance with this Declaration and to undertake such other tasks as are specified in this Declaration.
- 2.6 Common Areas means that property, if any, included within the Property which is, from time to time, designated by the Board as common areas of Three Rivers Recreational Area; such property may be conveyed to the Association, dedicated to the public, or owned by Persons other than the Association and subject to easements or use agreements in favor of the Association.

2.7 Commercial Director means any of the Directors selected or elected by the Owners of Commercial Lots, as provided in Section 3.4.6.

2.8 Commercial Lot means any Lot on which the Declarant has constructed, is constructing, or intends to construct commercial development, including, without limitation, a golf course, pro shop, clubhouse, restaurant, retail store, office, recreational vehicle park, campground, school, environmental research facility or any other commercial development in keeping with the character of the recreational development. For purposes of this definition, the Declarant shall be deemed to intend to construct commercial development on a Lot if the Declarant is contractually obligated to do so, has applied for or obtained a building permit to do so, has entered into an architectural or construction contract for such purpose, or otherwise demonstrates such intention to the reasonable satisfaction of the Board.

2.9 Condominium means any Multi-Family Lot and the Improvements thereon submitted to the Washington Condominium Act contained in Chapter 64.34 of the Revised Code of Washington.

2.10 Condominium Unit means a Residential Unit within a Condominium.

2.11 Declaration means this Declaration of Covenants, Conditions, and Restrictions for Three Rivers Recreational Area, as it may be amended from time to time.

2.12 Declarant means David & Brenda Creagan and Gerald & Mary Sauer, collectively the party developing Three Rivers Recreational Area, and any successor Declarant.

2.13 Director means a member of the Board, selected or elected in accordance with Section 3.

2.14 Improvement means any improvement now or hereafter placed or constructed in, under, or upon the Property, including without limitation any building, road, driveway, parking area, fence, swimming pool, screening wall or barrier, retaining wall, stairs, deck, utility distribution facility, landscaping, and sign.

2.15 Lot means any parcel of land that has been lawfully divided into a lot in compliance with Chapter 58.17 of the Revised Code of Washington and any applicable county regulations.

2.16 Multi-Family Director means any of the Directors selected or elected by the Owners of Multi-Family Lots, as provided in Section 3.4.4.

2.17 Multi-Family Lot means any Lot on which the Declarant has constructed, is constructing, or intends to construct multi-family residential Units, whether or not such Units are or are intended to become a Condominium, time share or fractional ownership. For purposes of this definition, the Declarant shall be deemed to intend to construct multi-family Residential Units on a Lot if the Declarant is contractually obligated to do so, has applied for or obtained a

building permit to do so, has entered into an architectural or construction contract for such purpose, or otherwise demonstrates such intention to the reasonable satisfaction of the Board.

2.18 Three Rivers Recreational Area means the Property as developed substantially in accordance with the Plat, as the same may be modified from time to time.

2.19 Occupant means the Person in lawful possession of all or any portion of a Lot.

2.20 Owner means the record owner of fee simple title to any Lot, unless such Lot is being sold pursuant to a land sale contract, in which case Owner means the contract vendee of such Lot. If more than one person or an entity owns a Lot then for any and all voting under this Declaration and the Bylaws, an individual shall be authorized as the sole voting representative for such Lot and shall provide the Association reasonable evidence of such authority upon request. The voting representative shall be considered the Owner of the Lot for all voting purposes and references in this Declaration to the vote of the Owners shall refer to such voting representatives.

2.21 Person means any individual, association, corporation, partnership, or other legal entity.

2.22 Plat means any subdivision or short subdivision plat for Property in Three Rivers Recreational Area.

2.23 President means the President of the Association, selected in accordance with Section 3.14.

2.24 Property means the real property in Skamania County, Washington legally described on Exhibit A to this Declaration.

2.25 Reserves means amounts retained by the Association in anticipation of future operating, maintenance, repair, or replacement expenses, as a general contingency, or for any other purpose deemed appropriate by the Board.

2.26 Residential Unit means a building or portion of a building located on a Lot and designated or intended for separate residential occupancy.

2.27 Secretary means the Secretary of the Association, selected in accordance with Section 3.14.

2.28 Single-Family Director means any of the Directors elected by the Owners of Single-Family Lots, as provided in Section 3.4.5.

2.29 Single-Family Lot means any Lot on which the Owner has constructed, is constructing, or intends to construct a single-family Residential Unit. For purposes of this definition, an Owner shall be deemed to intend to construct a single-family Residential Unit on a

Lot if such Owner is contractually obligated to do so, has applied for a building permit to do so, has entered into an architectural or construction contract for such purpose, or otherwise demonstrates such intention to the reasonable satisfaction of the Board. All Lots shall be treated as Single-Family Lots for purposes of this Declaration until such time as the Declarant designates them as Multi-Family Lots or Commercial Lots.

2.30 Three Rivers Recreational Area means the entire development consisting of all of the Property.

2.31 True Cash Value means, with respect to any Lot, the true cash value at which such Lot is assessed by Skamania County for purposes of ad valorem real property taxation.

2.32 Turnover Date means the date on which administrative control of the Association is turned over to the Owners pursuant to Section 3.4.2.

### SECTION 3 THREE RIVERS RECREATIONAL AREA OWNERS ASSOCIATION

3.1 Formation and Authority. The Association is an association of Owners known as the Three Rivers Recreational Area Owners' Association. Nothing in this Declaration shall be construed to prohibit or restrict the formation of subassociations within Three Rivers Recreational Area, including without limitation Condominium associations, Multi-Family associations, Single-Family associations, Commercial associations and neighborhood associations. All subassociations shall still be subject to these CC&Rs, the Association, by affirmative vote of the Board, may choose to incorporate. Any articles of incorporation subsequently adopted or amended by the Association, must be approved by the Board and must be consistent with this Declaration.

3.2 Membership. Each Owner, by virtue of being an Owner and so long as such Owner continues in that capacity, shall be a member of the Association. Each membership in the Association shall be appurtenant to the Lot or other portion of the Property owned by an Owner and shall not be transferred in any manner whatsoever except upon a transfer of title to such Lot or other portion of the Property and then only to the transferee of such title.

3.3 Duties and Powers of the Association. The Association shall have all requisite power, duty, and authority to perform its obligations under this Declaration, including without limitation the power, duty and authority to enforce the provisions of this Declaration and to acquire and pay for, out of the common fund provided by assessments pursuant to Section 4, all goods and services necessary or appropriate for the proper functioning of the Association in accordance with this Declaration. Without limiting the generality of the foregoing or the other provisions of this Declaration, the Association shall have the power, duty, and authority, subject to the other provisions of this Declaration, to undertake the following actions:

3.3.1 Determine the amounts necessary or appropriate for the performance by the Association of its powers and duties under this Declaration.

- 3.3.2 Impose and collect annual and special assessments from the Owners.
- 3.3.3 Maintain bank accounts on behalf of the Association and designate the signatories for those accounts.
- 3.3.4 File all required income tax returns.
- 3.3.5 Enforce by legal means the provisions of this Declaration.
- 3.3.6 Maintain and repair the Common Areas, and the Improvements thereon and establish one or more reserve funds for such purposes.
- 3.3.7 Promulgate, modify, and rescind rules and regulations governing the use of the Common Areas, and all Improvements on the foregoing, as well as the Property generally.
- 3.3.8 Obtain such policies of insurance as the Board may from time to time deem appropriate for the protection of the Association, the Common Areas, and the Improvements thereon, and as may be authorized pursuant to Section 3.13.
- 3.3.9 Compensate the President, the Secretary, and members of the ACC and CC, if any compensation is established pursuant to Section 3.14.6, Section 5.1 or Section 8.1.
- 3.3.10 Contract for such services (including without limitation legal and accounting services) as may be necessary or appropriate to manage the affairs of Three Rivers Recreational Area and the Association properly and in accordance with this Declaration, whether the personnel performing such services are employed directly by the Association or by a manager or management firm or agent retained by the Association.
- 3.3.11 Appoint such committees as the Board may determine from time to time to be appropriate to assist in the conduct of the affairs of the Association and delegate to any such committee such authority as the Board may deem appropriate, subject in all cases to the provisions of the Declaration. Notwithstanding the foregoing provisions of this Section 3.3.11, the ACC and CC shall in all events be maintained as provided in, and shall have the authority granted by, Section 5, Section 8 and other applicable provisions of this Declaration.
- 3.3.12 Designate areas as Common Areas, provided that the areas so designated must be owned by the Association or the public, or the Association must have an easement or other written consent of the owner before designating such areas as Common Areas.
- 3.3.13 Acquire, hold, encumber and convey in its own name any right title or interest to real or personal property.
- 3.3.14 Grant easements, leases, licenses, and concessions through or over any land owned by the Association.

3.3.15 In addition to the above, the Association shall have all powers granted by RCW 64.38.020, as amended, as well as any other powers granted elsewhere in this declaration.

### 3.4 Board of Directors.

3.4.1 Generally. The Association shall act through the Board. The number of Directors shall be as set forth in Section 3.4.3, and the Owners shall select or elect the Directors in the manner provided in Sections 3.4.4 through 3.4.7, inclusive.

3.4.2 Declarant Shall Act as Board Until Turnover Date. The Declarant hereby reserves administrative control over the Association, including, without limitation, the right to act as the Board, the ACC, and the CC until the Turnover Date. Declarant shall call a meeting for the purposes of turning over administrative control over the Association to the Owners within 60 days of the earlier of the following: (i) the date on which the Declarant voluntarily resigns; or (ii) the date on which Declarant ceases to own at least 10 Lots that are subject to this Declaration. On the Turnover Date, a new Board shall be elected by the Owners as provided in this Section 3.4.

3.4.3 Number and Classification of Directors. After the Turnover Date, the Board shall consist of five Directors including one Commercial Director, two Multi-Family Directors and two Single-Family Directors. Each Single-Family Director shall be an Owner of at least one Single-Family Lot. If no Commercial Lots have been developed as of the Turnover Date, then the Commercial Director shall be replaced by an additional Single Family Director, until such time as one or more Commercial Lots are developed. If no Multi-Family units have been developed as of the Turnover date, then both of the Multi-Family Directors shall be replaced by two additional Single Family Directors, until such time as one or more Multi-Family units are developed, and if less than 250 Multi-Family units have been developed as of the Turnover date, then one of the Multi-Family Directors shall be replaced by an additional Single Family Director, until such time as 250 or more Multi-Family units are developed.

3.4.4 Election of Multi-Family Directors. The Multi-Family Directors will be elected at a meeting of the Owners of the Multi-Family Lots conducted pursuant to Section 3.4.7. Nominations for the Multi-Family Directors will be taken at the meeting of the Owners of the Multi-Family Lots. Each Owner of a Multi-Family Lot will have the greater of (i) one vote for each Multi-Family Lot owned or (ii) one vote for each ten residential units actually located on each Multi-Family Lot owned. The Multi-Family Directors shall be elected by a majority vote of the Owners of the Multi-Family Lots actually present or represented in proxy at the meeting of the Owners of the Multi-Family Lots.

3.4.5 Election of Single-Family Directors. The Single-Family Directors shall be elected at a meeting of the Owners of the Single-Family Lots pursuant to Section 3.4.7. Each Single-Family Lot Owner shall have one vote for each Single-Family Lot owned. Voting for Single-Family Directors shall be conducted on an at-large basis by the Single-Family Owners actually present or represented in proxy at the meeting of the Owners of Single-Family Lots.

3.4.6 Election of Commercial Directors. The Commercial Directors will be elected at a meeting of the Owners of the Commercial Lots conducted pursuant to Section 3.4.7. Nominations for the Commercial Directors will be taken at the meeting of the Owners of the Commercial Lots. Each Owner of a Commercial Lot will have the greater of (i) one vote for each Commercial Lot owned or (ii) one vote for each 5,000 square feet of gross floor area in a commercial building actually located on each Commercial Lot owned. The Commercial Directors shall be elected by a majority vote of the Owners of the Commercial Lots actually present or represented in proxy at the meeting of the Owners of the Commercial Lots.

3.4.7 Meetings of Owners. A meeting of Owners for the purpose of electing Directors pursuant to this Section 3.4 shall be held at least 30 days prior to the expiration of the term of any Director or, in the case of a vacancy pursuant to Section 3.6, within 30 days after such vacancy occurs. Any meeting of Owners pursuant to this Section 3.4.7 shall be held at a place within Skamania County, Washington designated by the Secretary. The Secretary shall give written notice of any such meeting to each Owner entitled to vote at the meeting at least seven but not more than 60 days prior to the date of the meeting. Each such notice shall state the purpose, time, and place of the meeting. Notwithstanding any other provision of this Section 3.4.7, the Secretary shall be required to notify an Owner of any meeting described in Section 3.4.7 only if such Owner has previously given written notice to the Secretary setting forth such Owner's name and address. Notice of any meeting may be waived by any Owner at any time. No Owner who is present at a meeting may object to the adequacy or timeliness of the notice given. Any Owner may give a proxy to any Person, so long as the proxy is in writing, signed by such Owner, and filed with the Secretary. A proxy shall expire on the earlier of (i) 11 months after the date of the proxy; or (ii) the date of sale of such Owner's Lot by such Owner. There shall be no quorum requirements with respect to any meetings of the Owners.

3.5 Terms of Directors. Except as provided in Section 3.6, all Directors shall serve three-year terms. Any Director may serve more than one term.

3.6 Removal. The Board may remove any Director, at any time, with cause. Only the Owners by means of a special meeting may remove a Director without cause. "With cause" shall mean any conduct, misconduct, or omission that could affect the Director's ability to continue to act, including 1) incompetence; 2) dishonesty; 3) failure to regularly attend meetings or to handle the affairs of the Board; or 4) Any other act which would cause disrespect to the position, of the Board or the Association.

3.7 Vacancies. In the event a Director dies, resigns, or is removed as provided in Section 3.6, or, in the case of a Single-Family Director, ceases to be an Owner of a Single-Family Lot, the resulting vacancy on the Board shall be filled by selection or vote of the Owner(s) authorized to select or vote for such Director pursuant to Section 3.4.4, or 3.4.5, as applicable. Any Director so selected or elected shall serve the remainder of the replaced Director's term.

3.8 Meetings of the Board.

3.8.1 Annual Meetings. The Board shall meet at least annually, within 90 days after the end of each calendar year. At each annual meeting, the Secretary shall present to the Board a report on the financial condition of the Association, including a report of receipts and disbursements for the preceding calendar year and the estimated receipts and expenses for the coming year.

3.8.2 Special Meetings. Special meetings may be called at any time by three Directors. Such meetings shall be scheduled by the Secretary within 30 days after the Secretary's receipt of written requests signed by three or more Directors; provided that if the purpose of a special meeting is to elect a successor Secretary or to consider removal of the Secretary, the meeting may be scheduled by the President or, if the meeting is also for the purpose of electing a successor President or considering the removal of the President, by any other Director.

3.8.3 Place of Meetings. Meetings of the Board shall be held at such place as may be designated from time to time by the Board.

3.8.4 Notice. The Secretary shall give written notice to each Director of each Board meeting at least ten but not more than 30 days prior to the date set for such meeting, stating the purpose, time, and place of the meeting. Notice shall be sent to the address of each Director as listed on the books of the Association, or to such other address as any Director may designate by written notice to the Secretary. Notice of any meeting may be waived by any Director at any time. No Director who is present at a meeting may object to the adequacy or timeliness of the notice given.

3.9 Quorum. The presence, in person or by proxy, of a majority of the Directors shall constitute a quorum for voting at a Board meeting. When voting is by mail pursuant to Section 3.11, a quorum shall be constituted if the number of votes cast equals at least 51 percent of the total votes entitled to be cast. The Board shall have the power to adjourn a meeting even if less than a quorum is present.

3.10 Proxies. A Director may vote in person or by proxy. A proxy may be given to any other Director, so long as the proxy is in writing, signed by the Director giving the proxy, and filed with the Secretary. A proxy shall expire on the earlier of (i) the end of the Director's term; or (ii) eleven months after the date of the proxy.

3.11 Voting by the Board. Each Director shall have one vote. So long as a quorum is constituted, the vote of Directors together holding a majority of the total votes cast, whether the Directors voting are present in person or by proxy and whether the vote takes place at a meeting or by mail, shall be a binding vote of the Board for all purposes, unless a greater percentage is required by law or this Declaration.

3.12 Voting by Mail. Voting of the Directors may be by mail. In any case in which voting by mail is necessary or desirable, the Secretary shall give written notice to all Directors, which notice shall (i) include a written resolution setting forth the proposed action, (ii) state that the Directors are entitled to vote by mail for or against such resolution, and (iii) specify a date not less than 25 days after the effective date of such notice by which all votes must be received at the principal office of the Association. Votes received after the date specified shall not be effective.

3.13 Compensation of Directors. No Director shall receive compensation from the Association for serving on the Board.

3.14 Insurance. The Board may purchase and maintain insurance on behalf of any Director against any liability incurred by such Director in such capacity, if such insurance is available at a cost and on terms which the Board determines to be reasonable.

3.15 Officers of the Association

3.15.1 Designation. The officers of the Association shall be the President and the Secretary, both of whom shall be elected by the Board. The same person shall not concurrently hold the offices of President and Secretary. The Board may designate such additional officers as it deems appropriate.

3.15.2 Election. The officers of the Association shall be elected annually by the Board and shall hold office at the pleasure of the Board and until their successors are elected. If any office becomes vacant, the Board shall elect a successor to fill the unexpired term.

3.15.3 Removal. The Board may remove any officer, at any time, with or without cause.

3.15.4 President. The President shall be a Director and shall be the chief executive officer of the Association. The President shall preside at all meetings of the Board and, unless otherwise provided in this Declaration, shall have all of the general powers and duties normally incident to the office of the chief executive officer of an association.

3.15.5 Secretary. The Secretary shall not be required to be a Director or an Owner. The Secretary shall keep the minutes of all proceedings of the Board and all other Association records and shall attend to the giving of all notices pursuant to this Declaration or required by law. The Secretary shall be responsible for the collection, deposit, and disbursement of Association funds and shall keep full and accurate financial records and books of account showing all receipts and disbursements of the Association. The Secretary shall perform all other duties incident to the office of secretary of an association or as may be directed by the Board. The Secretary shall perform all of the foregoing duties at the expense of the Association.

3.15.6 Compensation of Officers. Other than reimbursement for out-of-pocket expenses incurred on behalf of the Association, neither the President, the Secretary, nor any other officer of the Association shall receive any compensation from the Association for acting as an officer, unless such compensation is authorized by the Board.

3.16 Execution of Instruments. All agreements, contracts, deeds, leases, and other instruments of the Association shall be executed by such individual(s) as may be designated from time to time by the Board.

3.17 Indemnification. Neither a Director nor an officer of the Association (including, without limitation, the Declarant, when acting as the Board, the ACC, or the CC) shall be liable to the Association or the Owners for any mistake of judgment, negligence, or otherwise, except for such Director's or officer's willful misconduct or bad faith. Each Director and officer shall be indemnified by the Association against all expenses and liabilities, including reasonable attorneys' fees, incurred by or imposed upon such Director or officer in such capacity; provided, however, there shall be no indemnity if such Director or officer is adjudged guilty of willful misconduct or bad faith in connection with the matter as to which indemnification is sought.

3.18 Amendment of Articles of Incorporation and Bylaws. The Board may adopt written Bylaws and may amend the Bylaws from time to time. Any Articles of Incorporation adopted by the Association may be amended by majority vote of the Directors.

## SECTION 4 ASSESSMENTS

### 4.1 Annual Assessments

4.1.1 Authority to Assess. Subject to the requirements set forth in this Section 4, the Association shall have the authority to levy annual assessments (i) to pay all expenses associated with the Association's performance of its powers, duties, and responsibilities under this Declaration; (ii) to pay all property taxes, lighting, insurance, maintenance, and other expenses incurred with respect to the Common Areas, and the Improvements thereon; and (iii) to establish and maintain Reserves, in each case in such amount as may be deemed appropriate by the Board. The initial annual assessment shall be \$600 annually per Lot, but that assessment may be increased or decreased pursuant to this Section 4.1.

4.1.2 Assessments Based on Budget, Adjustments. The aggregate amount assessed pursuant to this Section 4 for any calendar year shall be based upon the Association budget adopted by the Board for such year. At any time during a calendar year, the Board may adjust the assessments for the remainder of such year based upon modifications to the Association budget for such year. Following the end of each calendar year, the Board shall recompute the aggregate amount required to be assessed for such year based upon the actual expenses of the Association for such year and any modifications to Reserves deemed appropriate by the Board. The aggregate annual assessment as so recomputed is referred to herein as the Adjusted Annual Assessment. In the event the Adjusted Annual Assessment for any year is less than the amount assessed during such year based upon the Association budget, the Board, acting in its sole discretion, may (i) add any or all of the excess to Reserves; (ii) refund any or all of the excess to the Owners who paid assessments with respect to such year, in the manner provided in Section 4.1.5; and/or (iii) reduce the aggregate assessment for the following calendar year by an amount equal to any or all of such excess.

4.1.3 Allocation Among Lots. Annual assessments for any calendar year pursuant to this Section 4.1 shall be allocated among the Lots in the manner provided in Section 4.2. The amount so allocated to any Lot shall be based upon whether such Lot is a Single-Family Lot, a Multi-Family Lot or a Commercial Lot as of the first day of such year; provided, however, that if a Lot's characterization changes during such year following a change in ownership, the Board may, in its sole discretion, elect to adjust the assessment against such Lot for the remainder of such year accordingly, prorated to reflect the portion of such year remaining after the date of the change in ownership.

4.1.4 Billing. Assessments shall be billed annually, semi-annually, quarterly, as the Board may determine. Each Owner shall pay the amount billed to such Owner within 30 days after the date of billing.

4.1.5 Refund Procedure. Any refund of assessments pursuant to clause (ii) of the last sentence of Section 4.1.2 shall be allocated among Lots in the manner provided in this Section 4.1.5. The Adjusted Annual Assessment for the year in question (less any amount thereof applied in the manner set forth in clause (i) or (iii) of the last sentence of Section 4.1.2) shall be allocated in the manner provided in Sections 4.2 and 4.3 among the Lots against which assessments were made during such year. To the extent the amount so allocated to any Lot based upon the Adjusted Annual Assessment is less than the amount previously assessed against such Lot for such year, the excess assessment shall, in the Board's sole discretion, be paid to the Owner of such Lot or be credited against the assessment on such Lot for the following calendar year. Notwithstanding the foregoing provisions of this Section 4.1.5, in no event shall a refund be made to any Owner who, at the time of the refund, has not paid in full all prior assessments against such Owner's Lot.

4.2 Allocation to Other Lots. The annual assessment levied pursuant to Section 4.1 with respect to any calendar year shall be allocated to the Single-Family Lots, Multi-Family Lots and Commercial Lots pro rata based on the total number of Single-Family Lots and the total

number of Equivalent Residential Units on the Multi-Family Lots and Commercial Lots. For a Multi-Family Lot, the total number of Equivalent Residential Units shall be equal to 50 percent of the total number of Residential Units on the Multi-Family Lot. For a Commercial Lot, the total number of Equivalent Residential Units shall be equal to one plus the square footage of the gross floor area of all buildings on the Lot divided by 1,000, with all fractions rounded down.

4.3 Special Assessments. In addition to annual assessments pursuant to Section 4.1, the Association shall have the authority to levy special assessments (i) to pay the cost of any construction or reconstruction of any Improvements on the Common Areas; (ii) to pay the Cost of repair or replacement of any such Improvements, if in excess of Reserves available for that purpose; or (iii) for any other purpose deemed appropriate by the Board. Special assessments shall be billed to the Owners at such time as the Board may determine. Special assessments shall be allocated among the Multi-Family and Single-Family Lots in the manner provided with respect to annual assessments in Sections 4.2.

4.4 Records of Assessments. The Association shall maintain records of assessments, of any other income received by the Association, and of all disbursements made. The Board may at any time and from time to time require that an audit or review of the Association's records be performed at the expense of the Association. The results of any such audit may be presented at any meeting of the Board. Any Director may, at the Association's expense and at any reasonable time, copy any Association records reasonably necessary to the performance of such Director's duties. Any Owner shall have the right to inspect Association records at any reasonable time, after reasonable notice to the Secretary. Any Owner may copy Association records at such Owner's expense.

4.5 Enforcement. Failure by an Owner to pay any assessment or other sum due to the Association shall be a default by such Owner of his obligations pursuant to the Declaration. In addition to the Association's other remedies provided in the Declaration, such default shall entitle the Association to declare the balance of such Owner's annual assessment, otherwise being paid in installments, to be immediately due and payable in full. Interest shall be charged on delinquent assessments at such rate the lower of: (a) twelve percent (12%) per annum; or (b) the highest rate permitted by applicable law. In addition to the interest on delinquent payments, there shall be a one time late charge to compensate the Association for its administrative costs for any failure to make a payment within ten (10) days from its due date. Such late charge shall be five percent (5%) of any such delinquent payment.

4.6 Personal Obligation. Each assessment or charge levied pursuant to the provisions of this Declaration and any other sum due under this Declaration shall be a separate and personal obligation of the Owner of the Lot against which the assessment or charge is levied or sum is due. A Person shall remain personally liable for all obligations to the Association accrued prior to the date they ceased to be an Owner. Any obligations accruing after the date of change in ownership shall not be the personal obligation of former Owners of the Lot, but new Owners shall succeed to and shall be personally obligated for liability accrued prior to their becoming an Owner in addition to the Lot being subject to the Associations lien pursuant to Section 4.7,

below. Where more than one Person is liable for any sums owed to the Association, the liability shall be joint and several.

4.7 Associations Lien; Subordination. Any assessment or other sum due from an Owner to the Association pursuant to this Declaration shall automatically be a continuing lien against the Owners Lot without any action by the Association being required other than the normal procedures set forth in this Declaration for the underlying debt upon which the lien is based. The lien shall secure payment of the assessment or other sum due plus costs and legal fees incurred by the Association in foreclosing upon the lien. The lien shall attach on the date when the assessment or other sum becomes due to the Association. The Associations lien foreclosure remedy shall be in addition to all other rights and remedies available by law or provided herein. The Association may record a lien claim against the applicable Lot for the purpose of giving notice to third parties, but the failure to record such a lien claim shall not affect the validity of the lien which shall run with and bind the Lot the same as the underlying obligations upon which it is based. Concurrently with the recording of any lien claim, the Association shall give notice of the recording of the lien claim to the Owner in the manner provided below in Section 9. The Association may initiate an action to foreclose any such lien in any manner allowed by law, including, without limitation, the provisions for foreclosing construction liens in RCW Chapter 60.04. Notwithstanding any other provision of this Declaration, the Associations lien shall be inferior, junior, and subordinate to the lien of any first mortgage or first trust deed encumbering such Lot and tax and governmental assessment liens except as provided below in this Section 4.7. Without limiting the generality of the foregoing, the sale or transfer of any Lot under a decree of foreclosure pursuant to any such first mortgage or first trust deed, or acceptance of a deed in lieu of foreclosure, shall extinguish any lien imposed on such Lot hereunder prior to the date of sale or transfer. Upon 10 business days' prior written request, the Association shall execute and deliver such reasonable documentation as any Lot Owner may request to confirm or evidence the provisions of this Section 4.7. The sole exception to the foregoing subordination of the Associations lien is when the following requirements are satisfied:

4.7.1 The Association has given the lender under the first mortgage or first trust deed 90 days prior written notice of the Associations lien. The notice shall contain: (a) the name of the borrower shown on the first trust deed or first mortgage; (b) the recording date and information for the first trust deed or first mortgage; (c) the legal description of the Lot; (d) the amount of owed to the Association; (e) a statement that the lender will lose its priority under the first mortgage or first trust deed unless the lender initiates enforcement action within 90 days after the date the notice is given.

4.7.2 The lender has not initiated judicial action to foreclose the first mortgage or requested issuance of a trustee's notice of sale under the first trust deed or accepted a deed in lieu of foreclosure prior to the expiration of 90 days following the Associations notice.

4.7.3 The Association has provided the lender with such information and documents as the lender may reasonably request, within 10 business days of lenders request.

## SECTION 5 ARCHITECTURAL AND DESIGN CONTROL

5.1 Architectural Control Committee. The ACC shall review and approve or disapprove plans, specifications, design, construction, and alterations of all Improvements built within Three Rivers Recreational Area, pursuant to Sections 5.2 and 5.3. Such review and approval shall be limited to the exterior elements of Improvements. The ACC shall consist of three or five members (as determined by the Board from time to time) appointed, removed, and replaced by the Board, at least one of whom shall be an architect, engineer, or contractor or shall have such other similar qualifications as the Board may deem appropriate. The members of the ACC shall be compensated by the Association in such amount, if any, as may be determined from time to time by the Board. All income resulting from fees imposed by the Board pursuant to Section 5.3.1 and all expenses associated with the design review process pursuant to this Section 5 shall constitute income and expenses of the Association.

### 5.2 Architectural and Design Review.

5.2.1 Generally. No Improvement of any kind shall be commenced, erected, placed, or altered on any portion of the Property unless such Improvement is in conformance with this Section 5.2 and until plans and specifications showing the nature, kind, shape, height, material, color, and location of such Improvement are submitted to and approved by the ACC pursuant to the provisions of Section 5.3. All such Improvements shall be erected and altered in conformance with all applicable governmental laws, ordinances, rules, and regulations and with the requirements set forth in this Section 5.2. To the extent applicable governmental laws, ordinances, rules, and regulations are in conflict with such requirements, the more restrictive standards shall control.

5.2.2 Design Guidelines. The ACC shall have the authority to promulgate and issue, and thereafter to amend from time to time, design guidelines supplementing, interpreting, and not inconsistent with those set forth in this Section 5.2. Such guidelines shall be supplied in writing to all Owners, shall be fully binding upon all Owners as if set forth in this Declaration, and shall be applied by the ACC in reviewing and approving or denying proposed Improvements. Without limiting the generality of the foregoing, the ACC shall have the authority to include in any such guidelines, among such other provisions as the ACC may deem appropriate, height restrictions with respect to Improvements to be constructed on the Property or any portion thereof, requirements and restrictions with respect to exterior lighting in addition to those set forth in this Declaration, requirements regarding parking and landscaping in addition to those set forth in this Declaration, signage restrictions, and requirements to be met in connection with construction activities on the Property or any portion thereof. Any requirements or restrictions set forth in the design guidelines need not relate to all components of Three Rivers Recreational Area, if the ACC determines that only certain portions of the Property should be affected.

5.2.3 Exterior Finish. The exterior of the Improvements on all Lots, including without limitation the roof, materials, and color thereof, shall be subject to the approval or disapproval of the ACC and shall be designed, built, and maintained so as to be compatible with

the natural surroundings, existing structures, and landscaping within Three Rivers Recreational Area. Exterior trim, doors, railings, decks, eaves, and gutters, and the exterior finish of garages and other accessory buildings shall be of quality materials and designed, built, and maintained so as to be compatible with the exterior of the structure they are part of or adjoin. No metal siding shall be allowed on any Lot, and Residential Units on Single-Family Lots must contain at least 900 square feet of finished living space.

5.2.4 Exterior Lighting. With respect to the Single-Family and Multi-Family Lots, any exterior lighting which is visible from any Lot or street, or any part of the Common Areas, shall be compatible with its surroundings and approved by the ACC prior to installation. No lighting shall produce excessive glare or excessive illumination or unreasonably interfere with the use of any other portion of the Property. No flashing or blinking lighting shall be permitted.

5.2.5 Fences. No fences of any kind are allowed on any lot. Dog kennels and dog runs are not considered to be fences and are allowed, but must be limited to a maximum of 250 square feet in area and five feet in height. Dog Kennels and Dog runs must be constructed of weather resistant see through cyclone fencing or similar material.

5.2.6 Hedges, etc. No hedges or other plantings along the boundaries of any Lot shall be permitted without the prior approval of the ACC.

5.2.7 Tree Removal. The ACC shall attempt to protect and preserve the existing trees and vegetation. Except for hazardous trees, no trees with a diameter of six inches or more, measured at a height of five feet above ground level, may be removed from any Lot without the prior approval of the ACC. The ACC shall give due consideration to preserving and creating views in deciding whether to approve removal of trees. Each Owner shall supply to the ACC together with the plans and specifications for any proposed Improvement a drawing showing the intended location of such Improvement on such Owner's Lot and of all trees thereon, including the trees on adjoining parcels or common areas so that necessary tree removal can be readily determined.

5.2.8 Service Facilities. Clothes lines, waste facilities, storage facilities, and other service facilities shall be screened so as not to be visible from any road, adjacent property, or the Common Areas.

5.2.9 Antennae. No exterior radio, television, or telecommunication towers, antennae, satellite dishes, or other exterior transmission or receiving devices shall be allowed without the prior written approval of the ACC. The ACC shall not unreasonably withhold its approval.

5.2.10 Parking Areas and Driveways. Parking and loading spaces within the Multi-Family Lots shall be provided as required by applicable governmental laws, rules, and regulations. Lots, driveways and areas for parking, maneuvering, loading, and unloading shall be constructed to support heavy vehicles of at least 30,000 pounds Gross Vehicle Weight.

DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR THREE RIVERS RECREATIONAL AREA OWNERS ASSOCIATION - 17

Driveway widths on Single-Family Lots are not to exceed fifteen (15) feet of drivable surface, exclusive of parking areas.

5.2.11 Utilities and Equipment. All utility lines shall be underground. Pad-mounted transformers, switch-gears, and similar equipment which must be installed above ground and all service equipment such as meters, generators, mechanical duct work, piping, and HVAC equipment shall be screened with suitable landscaping or walls of design and material compatible with those of the adjacent buildings.

5.2.12 Native Vegetation. All natural or native vegetation existing on a Lot shall be maintained and shall not be removed or destroyed, except in accordance with a plan for the removal that has been approved by the ACC. Cultivation and maintenance of native vegetation shall be promoted, and non-native species shall not be planted without express approval of the ACC.

5.2.13 Insurance. All lot owners shall carry a minimum amount of liability insurance in the amount of \$500,000 or more related to the activities associated with owning property in Three Rivers Recreational Area. Proof of such insurance must be provided to the ACC.

5.2.14 Outdoor Lighting. No high output lights which cause glare, or sodium halide or mercury vapor lights are permitted.

5.2.15 Sanitation. All permanent sewage disposal shall be by means of public sanitary sewers or private septic tank, the construction, outlets and drain fields for which shall conform with Washington State Department codes and regulations, and which shall be set back appropriately from adjoining Lots. Any septic tank or drainage field operated in violation of any rules or regulations of the Washington State Health Department codes or the local jurisdictional public health agency, or which is failing, is hereby declared to be a nuisance in violation of these CC&R's. The Association may take action under Section 8 if an Owner fails to correct such a condition after reasonable notice.

5.2.16 Subdivision. Any Owner may subdivide or short plat their Lot provided that the Owner first obtains approval from the ACC through the design review process and that the Owner complies with all applicable governmental requirements. All newly created lots shall become Lots subject to all terms of this Declaration.

### 5.3 Design Review Procedure.

5.3.1 Submission of Plans. Prior to the commencement, erection, placement, or alteration of any Improvement on any Lot, the Owner desiring to commence, erect, place, or alter such Improvement shall submit plans and specifications to the ACC in accordance with such procedures as the ACC may establish from time to time. The ACC shall give notice of the submission to all Owners of Lots that are adjacent to the subject Lot. Any Owner shall have the right to review the plans and specifications at the Association office during normal business

hours and the right to submit written comments to the ACC regarding the submission. All plans and specifications shall conform to any specific requirements set forth in the design guidelines promulgated pursuant to Section 5.2.2 and shall provide sufficient detail to enable the ACC to determine whether the proposed Improvement is in conformance with the applicable requirements set forth in this Section 5 and in such design guidelines. Such plans and specifications shall be accompanied by the Owner's payment of such reasonable fee of not less than \$500 as may be fixed by the Board from time to time to cover costs of the design review process and the costs of repairing damage to the roads caused by construction. The Owner shall also supply any additional information reasonably requested by any member of the ACC. The ACC shall review the information and plans submitted and shall, within 30 days after submission of all information requested by any member of the ACC, notify the Owner in writing of its approval or disapproval of the proposed Improvement. If the ACC fails to give notice of its decision within such 30-day review period, the proposed Improvement shall be conclusively presumed to be approved as submitted.

5.3.2 Approval. The ACC may approve a proposed Improvement as submitted or may impose specific conditions which must be met before approval will be granted. A decision by a majority of the members of the ACC shall constitute a decision of the ACC. The Owner making the submission or any Owner who submitted written objections to the ACC may appeal the decision of the ACC by means of arbitration as provided in this Declaration. Any Owner other than the applicant may appeal the decision of the ACC by arbitration only if the appeal is based upon objection(s) in the Owners written comments submitted to the ACC prior to its decision. Any appeal must be initiated by a written request to the ACC for arbitration within 10 business days after notice of the ACC decision is given. Unless appealed in such manner, the decision of the ACC shall be final and binding upon the all parties.

5.3.3 Commencement of Work. As soon as practicable after the receipt of approval by the ACC, if the Owner elects to proceed with the Improvement, the Owner shall satisfy any and all conditions of such approval, shall secure all necessary governmental permits and approvals, and shall commence construction of the approved Improvement. The ACC approval of any proposed Improvement shall automatically be deemed revoked 180 days after issuance unless construction of the Improvement has commenced or the Owner has applied for and received an extension of time from the ACC.

5.3.4 Completion of Work. Any approved Improvement shall be completed (i) within 270 days after the date of commencement of construction in the case of any Improvement on a Single-Family Lot and (ii) within 540 days after the date of commencement of construction in the case of any Improvement on a Multi-Family Lot; provided, however, that if the construction of any approved Improvement is delayed by causes beyond the reasonable control of the Person constructing such Improvement, the period within which construction must be completed shall be extended by the number of days construction is so delayed. In all cases, landscaping shall be completed within 90 days after substantial completion of associated Improvements. Promptly after completion of any Improvement, the Owner shall give written notice of completion to the ACC. Within 30 days after the effective date of such notice or at any

time that the ACC has reason to believe that an Improvement has been completed, the ACC shall inspect the completed Improvement and give written notice to the Owner of any respects in which the completed Improvement fails to conform to the plans therefor as approved by the ACC. The ACC shall specify in any such notice a reasonable period, which shall be not less than 30 days, during which the Owner may remedy the nonconformance. If the ACC fails to give a notice of nonconformance within 30 days after the effective date of a notice of completion, the Improvement shall be conclusively presumed to be approved as completed.

5.3.5 Failure to Act. If at any time the ACC fails for any reason to perform its responsibilities under this Section 5, the Board shall have complete authority to serve as a temporary ACC.

5.3.6 ACC Discretion. The ACC may withhold approval of any proposed Improvement if the ACC finds that the proposed Improvement would be inconsistent with the provisions of Section 6 or would be incompatible with the design standards for Three Rivers Recreational Area, as set forth in this Section 5 and in the design guidelines promulgated pursuant to Section 5.2.2. Considerations such as siting, shape, size, color, design, height, impairment of the view from other parts of the Property, solar access, and other effects on the enjoyment of other parts of the Property, as well as any other factors which the ACC believes to be relevant, may be taken into account by the ACC in determining whether or not to approve any proposed Improvement. The ACC, upon application, may waive any provision of this Section 5 if it finds that the application of such provision results in unnecessary hardship to the affected Owner and that strict application is not necessary for the furtherance of the objective to create an attractive development.

5.3.7 No Liability. Neither the ACC (including, without limitation, the Declarant, when acting as the ACC), nor any member thereof, nor the Association shall be liable to any Owner, Occupant, Declarant, or other Person for any damage or loss suffered or claimed as a result of any action or failure to act on the part of the ACC or any member thereof, so long as the ACC or such member has acted in good faith based on actual knowledge.

5.3.8 Nonwaiver. Approval or disapproval by the ACC of any matter proposed to it or within its jurisdiction shall not constitute a precedent or waiver or impair in any manner whatsoever the right of the ACC to grant or withhold approval as to any similar matter thereafter proposed or submitted to it for approval.

## SECTION 6 PROPERTY USE AND RESTRICTIONS

6.1 Improvements Permitted. No Improvement shall be erected or permitted to remain on any Single-Family Lot except Improvements consisting of or containing one Residential Unit and any Improvements normally accessory there (*i.e.* sheds, detached garages). The same restriction shall apply to Multi-Family Lots, except that multiple Residential Units shall be allowed on Multi-Family Lots. The provisions of this Section 6.1 shall not be construed to prohibit construction of a private greenhouse, private swimming pool, garage or structure for

the storage of a boat, trailer, or recreational vehicle, or any necessary outbuildings to house generators, pumps and similar utilities, so long as any such Improvement has been approved in advance by the ACC and is otherwise in conformance with this Declaration and applicable governmental requirements.

6.2 Residential Use. Except as provided in this Section 6.2, Single-Family and Multi-Family Lots shall be used solely for residential purposes. Without limiting the generality of the foregoing, no trade, craft, business, profession, commercial, or similar activity of any kind shall be conducted on any Single-Family or Multi-Family Lot, nor shall any goods, equipment, vehicles, materials, or supplies used in connection with any trade, service, or business be kept or stored on any such Lot, other than with the prior approval of the Board. Short term rental or vacation rental of Residential Units shall be prohibited unless expressly permitted in writing by the Board. Nothing in this Section 6.2 shall be deemed to prohibit or limit (i) activities relating to the sale or long term rental of Residential Units, (ii) the right of Declarant to construct Residential Units on any Single-Family or Multi-Family Lot or to store construction materials and equipment on any such Lot in the normal course of construction, (iii) the right of any Owner to construct Residential Units on any Single-Family Lot or to store construction materials and equipment on any such Lot in the normal course of construction, (iv) the right of any Owner to pursue an artistic calling, maintain a personal professional library, handle business or professional telephone calls, or conduct business activities over the internet in such Owner's Residential Unit, provided there is no outward evidence of the business, including, without limitation, storage of retail or wholesale materials or inventory, customer visitation, commercial vehicles or advertising on the Lot. The Board shall not approve any activity otherwise prohibited by this Section 6.2 unless the Board determines that only normal residential activities would be observable outside the Residential Unit in question and that the activity would not violate applicable law.

6.3 Maintenance of Lots. Each Owner and Occupant shall maintain such Owners or Occupant's Lot, and the Improvements thereon, at such Owner's or Occupant's expense. Each Owner shall also be responsible for the annual eradication of noxious weeds and blackberries within easements and rights-of-way that burden the Owner's Lot. Required maintenance and repair shall include without limitation (i) maintenance of all parking areas and walkways in a clean and safe condition, (ii) annual eradication of noxious weeds and blackberries from the Lot; and (iii) maintenance of exteriors of buildings (including, without limitation, all accessory buildings, decks, patios, balconies and entryways) in an attractive and neat condition at all times. If the Board determines that maintenance and repairs are not conducted as required pursuant to this Declaration, the Association may conduct the necessary repairs or maintenance as provided in Section 8.

6.4 Limitations on Use.

6.4.1 Offensive Activities. No noxious or offensive activity shall be carried on in Three Rivers Recreational Area, nor shall anything be done or placed upon any Lot which interferes with or jeopardizes enjoyment of other Lots or the Common Areas.

6.4.2 Animals. No animals of any kind shall be raised, kept, or permitted within Three Rivers Recreational Area; provided, however, that each Owner and Occupant may keep a reasonable number of dogs, cats or other ordinary household pets which properly housed and cared for, and not permitted to run at large, and are not kept, bred, or raised for commercial purposes and which are reasonably controlled so as not to be a nuisance. Nothing in this provision shall prohibit Declarant from establishing an equestrian center at Three Rivers Recreational Area.

6.4.3 Recreational Vehicles. No trailer, recreational vehicle, bus or motor home shall be used or stored on a Lot for more than one week, excepting during elk and deer season, during which up to a four week period is acceptable. A maximum of two (2) total trailers, recreational vehicles, bus or motor homes may be placed on each Lot for the period of time mentioned above. All trailers, recreational vehicles or motor homes may be parked only upon a Lot's driveway area, except during the home construction project as approved in advance by the Architectural Review Committee. One boat or snowmobile or quad trailer may be stored outside only during its intended season, provided that it is covered by a manufactured custom top, and located on the driveway. All other trailers shall be stored inside a structure. No trailer, recreational vehicle, bus or motor home placement or parking is permitted on any Lot's yard or landscape area or on roads or Common Areas at any time. Nothing in this Section shall apply to an RV Park established by the Declarant.

6.4.4 Vehicles in Disrepair. No Owner or Occupant shall permit any vehicle which is in an extreme state of disrepair (as reasonably determined by the Board) or which is under repair, to be abandoned or to remain parked on any Lot for a period in excess of 48 hours. If an Owner or Occupant fails to remove such a vehicle within five days after notice from the Association, the Association may have the vehicle removed from the Property and charge the expense of such removal to the Owner of the Lot as provided in Section 8.

6.4.5 Rubbish and Trash. No Lot or Common Area shall be used as a dump for trash or rubbish of any kind. All garbage and other waste shall be kept in appropriate sanitary containers (which must be bear proof if stored out of doors) for proper disposal and out of public view. Yard rakings, dirt, and other material resulting from landscaping work shall not be dumped onto roads or Common Areas. In the event an Owner or Occupant fails to remove any trash, rubbish, garbage, yard rakings, or other waste materials from such Owner's or occupant's Lot (or from any road or Common Areas if deposited thereon by such Owner or Occupant) within three days after notice from the Association, the Association may have such waste removed and charge the expense of such removal to the Owner of the Lot as provided in Section 8.

6.4.6 Temporary Structures. No structure of a temporary character, tent, shack, garage, barn, or other outbuilding shall be permitted or used in Three Rivers Recreational Area at any time as a residence either temporarily or permanently, except that tent use is allowed on a temporary basis, subject to the time periods mentioned in Section 6.4.3 for total trailers, recreational vehicles, bus or motor homes.

6.4.7 Improvements in Common Areas. No Improvement of any type shall be erected or maintained by any Owner or Occupant so as to trespass or encroach upon the Common Areas.

6.4.8 Noise. No noise of any kind louder than 74 decibels at the source is allowed anywhere in Three Rivers Recreational Area.

6.4.9 Generators. Generators may be operated on any Lot, provided that generators shall be no more than 74 decibels and shall be restricted to a fully enclosed structure with double-wall siding that is fully insulated to an R-19 value, in order to contain noise from the generator. During the construction period, one generator per Lot may be operated as needed outside of an enclosed structure, with consideration for neighbors, subject to hours of operation in Section 6.4.10 for construction activities.

6.4.10 Construction Activities. Construction activities, which generate sound outdoors, shall be restricted to the hours of 7:30 am to 7:00 pm during the week, 8:00 am to 7:00 pm on Saturdays, and 9:00 am to 6:00 pm on Sundays. Owners conducting a building project shall be considerate of other neighbors and limit noise, dust, and debris during the duration of the building project.

6.4.11 Oil Drilling and Mining. No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted in connection with or upon or in any Lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any Lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any Lot. Nothing in this Section 6.4.11 shall prohibit the Declarant from mining gravel for construction activities in connection with the development of Three Rivers Recreational Area.

6.4.12 Fireplaces and Stoves. The use of fireplaces and stoves for the burning of wood and similar material is permitted within Residential Units for heat. Open fires or open flame are not allowed anywhere within the development except as permitted by local and state regulations. All fireworks of any kind are prohibited.

6.4.13 Soil Erosion. No Owner of a Lot shall allow any condition to arise or continue that causes soil erosion. If soil erosion occurs caused by a condition on a Lot, or occurring on a Lot, it shall be the responsibility of the Owner of the Lot to correct the condition and stop the erosion. The Association may take action to correct the problem under Section 8 if the Owner fails to correct the condition after reasonable notice.

6.4.14 Hazardous Trees. Each Owner is responsible to remove hazardous trees from their Lot. The Association may remove hazardous trees pursuant to Section 8 if the Owner fails to correct the condition after reasonable notice.

6.4.15 Firearms. Firearm discharge within Three Rivers Recreational Area shall be prohibited. No hunting of any kind is permitted. Dressing and cleaning of animals is permitted, provided that no animals shall be skinned or cleaned where visible to any other residence, or any road or Common Area. All remains are to be promptly cleaned and disposed of outside of Three Rivers Recreational Area so that no odor reaches any other Lots, Common Area or road.

6.4.16 Speed Limit. Speed limit is 10 mph maximum on all roads in Three Rivers Recreational Area.

6.4.17 Woodpiles. Logs, split logs, and kindling may not be stored in the front yard or side yards of any Lot. All wood is to be neatly stacked in a covered area or structure, in a manner which will not cause damage to any structure. Wood in the process of being split, cut or delivered must be cleaned up and stored properly within 10 days of cutting or arrival on the Lot, providing the wood is piled out of sight, such as in a back yard. No tarps or other fabric or temporary material shall be used to cover logs, split logs or kindling.

6.4.18 Hazardous Activities. Absolutely no hazardous or unsafe activities are permitted anywhere within Three Rivers Recreational Area.

6.4.19 Motorcycles. Motorcycles, motorbikes, all-terrain vehicles, motorized scooters, three-wheelers, four-wheelers, snow mobiles, snow cats, and similar vehicles, not licensed as an automobile or truck for street use or, may be operated on any Lot or Common area with common sense and with the consideration of others, provided that such vehicles have operable mufflers and comply with the noise requirements in Section 6.4.8. Use of such vehicles shall be for the purpose of access and egress to a public road, or to go to the dwelling of another resident in the area or to a Common Area. Children under 12 must be accompanied by an adult in order to use such a vehicle in Three Rivers Recreational Area.

6.4.20 Curfew. No minors under the age of 18 shall be permitted on any roads or Common Area in Three Rivers Recreational Area between the hours of midnight and 5:00 a.m. unless accompanied by a parent or guardian, or a person over 18 years of age authorized by a parent or guardian to have custody over the minor.

6.4.21 Wildlife and Habitat Assessment Report and Landslide Hazard Study. The Property is subject to a Wildlife and Habitat Assessment Report, which has been recorded at document number 2005158676 of the official records of Skamania County. All development and use of the Property, including all Lots, roads and Common Areas must comply with all terms of the Wildlife and Habitat Assessment Report, paying particular attention to the restrictions set forth on pages 20 through 24 of the Wildlife and Habitat Assessment Report. Further, all development and use of the Property, including all Lots, roads and Common Areas must comply

DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR THREE RIVERS RECREATIONAL AREA OWNERS ASSOCIATION - 24

with all terms of the Landside Hazard Study prepared by GeoPacific Engineering that is attached as an exhibit to the recorded Wildlife and Habitat Assessment Report, paying particular attention to the restrictions set forth at pages 1 through 4 of the Landslide Hazard Study.

## SECTION 7 COMMON AREAS AND EASEMENTS.

Every Owner and Occupant, and all invitees and guests of all Owners and Occupants, shall have a nonexclusive right and easement to use and enjoy the Common Areas, which right and easement shall be appurtenant to and shall run with the Property and all Lots therein. Such right and easement shall be subject to the Association's right to promulgate rules and regulations governing the use of the Common Areas. The Association shall maintain and repair the Common Areas, subject to the Owners' obligations to pay their allocable shares of the cost of such maintenance and repair in accordance with Section 4.

## SECTION 8 ENFORCEMENT

8.1 Compliance Committee. The CC shall assist the Board in enforcing this Declaration within Three Rivers Recreational Area, pursuant to this Section 8. The CC shall consist of three or five members (as determined by the Board from time to time) appointed, removed, and replaced by the Board. The members of the CC shall be compensated by the Association in such amount, if any, as may be determined from time to time by the Board.

8.2 Right of Entry. The Association, the CC, the ACC, and any representative of any of the foregoing shall have the right to enter upon any Lot (i) to clean or maintain parking areas, driveways, exterior lighting fixtures, and buildings; (ii) to inspect any Lot prior to, during, or upon the completion of construction of Improvements thereon; (iii) to remove, demolish, replace, alter, repair, or otherwise correct any Improvement which is placed on any Lot without the prior approval of the ACC pursuant to Section 5 or which is constructed or installed in a manner inconsistent with the terms of the ACC's approval therefor pursuant to Section 5; (iv) to enforce the provisions of Sections 6.3, 6.4.4, 6.4.5, 6.4.13, and 6.4.14 if the Owner of the Lot in question does not do so as required by this Declaration; or (v) for any other purpose permitted under this Declaration. If any Owner disputes the Association's right to enter under this Section 8.2, the Association shall have the right to obtain a court order allowing it to exercise its right of entry with the assistance of such legal authorities as are necessary. The Owner of any Lot shall reimburse the Association for any expenses incurred in connection with any action described in the clauses (i), (iii), (iv), or (v) of the preceding sentence promptly upon billing of the same. No entry on any Lot pursuant to this Section 8 shall be deemed a trespass or otherwise create any right of action in the Owner or Occupant of such Lot.

8.3 Compliance Order. The Association shall have the right, directly or acting through the ACC or the CC, to issue an order to any Person, including any Owner or Occupant, requiring such Person to cease construction of any Improvement which has not been approved by the ACC pursuant to Section 5 or to otherwise cure any other violation of this Declaration. The Association shall also have the right to charge an administrative fee to the Owner who is subject

to any such compliance order for the purpose of compensating the Association for the cost of issuing it, and the Association may seek enforcement of any such compliance order in accordance with Section 9.4.

8.4 Fines. The Association shall have the right, acting directly or through the ACC or the CC, to charge a fine to any Person who fails to comply with or violates any provision of this Declaration. The Board shall determine the general circumstances in which fines may be charged and the amount thereof for different types of violations or failures of compliance. Prior to any fine being charged, a Stop Order shall be issued warning the Owner that fines will be assessed if the Stop Order is not complied with. The Owner shall have the right to appeal to the Board any fine charged by the ACC or the CC. The Association shall have a lien against an Owner or Occupant's Lot pursuant to Section 4.7 for any fines.

## SECTION 9 GENERAL PROVISIONS

9.1 Duration. These covenants, conditions, and restrictions shall run with and bind, benefit, and burden in perpetuity the Property, all Owners and Occupants, and the lessees, invitees, and guests of all Owners and Occupants.

9.2 Severability. In the event any provision of this Declaration is determined to be invalid or unenforceable, that determination shall not affect the validity or enforceability of any other provision or of the same provision to a different situation.

9.3 Amendment. Except as provided in Section 1.3 regarding Special Declarant Rights, this Declaration may be amended only upon the affirmative vote of 75 percent or more of the Owners (with each Owner having one vote for each Lot owned).

9.4 Enforcement. The Association shall have the right, directly or acting through its CC, to enforce all of the covenants, conditions, restrictions, reservations, easements, liens, and charges now or hereinafter imposed pursuant to any provision of this Declaration. Any remedies specifically provided herein are nonexclusive and cumulative and are in addition to all other legal or equitable remedies available to the Association.

9.5 Non-Waiver. Any failure of the Association to enforce a covenant, condition, or restriction contained in this Declaration shall not be deemed to constitute a waiver of the Association's right to enforce that or any other covenant, condition, or restriction contained in this Declaration.

9.6 Captions. The captions and headings of sections herein are for convenience only and are not intended in any way to define, limit, or describe the scope or intent of any section of this Declaration.

9.7 Notices. All notices under this Declaration shall be in writing. Any such notice shall be deemed effective on the earlier of the date of delivery or, if mailed, three business days following the date of mailing, if addressed to the addressee at the address, if any, designated in

the Association's records. It shall be the responsibility of the Owners to notify the Association of any change in address or change in ownership of the Lots. The Association shall not be responsible to independently verify the accuracy of its record of Owners and their addresses.

9.8 Costs and Attorneys' Fees. In any proceeding arising because of alleged default by an Owner to comply with the terms and provisions of this Declaration or the rules and regulations of the Association, including without limitation failure to pay assessments, the prevailing party shall be entitled to recover its costs, including such reasonable attorneys' fees as may be determined by the trial court in any trial or by the appellate court in any appeal or review thereof. In addition, the Association shall be entitled to reasonable attorneys' fees associated with collection costs, regardless of whether a legal action is filed.

## SECTION 10 ARBITRATION.

10.1 Generally. In the event of a dispute regarding this Declaration, the matter shall be determined by arbitration by a single arbitrator jointly selected by the parties to the dispute or, if they are unable to agree within fifteen (15) days after either party requests arbitration, by a single arbitrator appointed by the presiding judge of the Skamania County Superior Court. All arbitrators shall be a licensed attorneys having at least 10 years experience with planned unit development associations. After selection or appointment of the arbitrator, the arbitration proceeding shall be conducted in accordance with the then-current rules for commercial arbitration of the American Arbitration Association. The decision of the arbitrator shall be final and binding upon the parties and shall be appealable only to the extent and in the manner provided in the state arbitration statutes in RCW Chapter 7.04. The award in such arbitration may be enforced on the application of either party by the order of judgment of a court of competent jurisdiction. The prevailing party in any arbitration proceeding or any proceeding to enforce an arbitrator's award shall be entitled to recover its reasonable attorneys' fees and other expenses in connection therewith.

10.2 Failure to Arbitrate. Any party who fails to submit to binding arbitration following a lawful demand by the other party shall bear all costs and expenses, including reasonable attorneys' fees, (including those incurred in any trial, bankruptcy proceeding, appeal or review) incurred by the other party in obtaining a stay of any pending judicial proceeding concerning a dispute which by the terms of this Declaration has been properly submitted to mandatory arbitration, and or compelling arbitration of any dispute.

10.3 Cost: The fees and expenses of any arbitration shall be borne by the losing party. The prevailing party shall be entitled to recover the expense of its attorneys and experts as well as a reasonable amount for its own personnel time incurred in connection with any arbitration.

10.4 Governing Rules; Preservation of Remedies. The arbitrator(s) shall resolve all disputes in accordance with the substantive law of the state of Washington. The arbitrator(s) shall have no authority nor jurisdiction to award any damages or any other remedies beyond those which could have been awarded in a court of law if the parties had litigated the claims instead of

arbitrating them. The parties shall not assert any claim for punitive damages except to the extent such awards are specifically authorized by statute.

IN WITNESS WHEREOF, the Declarant has executed this Declaration on this 10 day of October, 2005.

[Signature]  
DAVID CREAGAN

[Signature]  
GERALD SAUER

[Signature]  
BRENDA CREAGAN

[Signature]  
MARY SAUER

STATE OF WASHINGTON )  
County of Cowlitz ) ss.

On this day personally appeared before me DAVID CREAGAN, to me known to be the individual described in and who executed the foregoing instrument, and acknowledged that he signed the same as his voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 10<sup>th</sup> day of October, 2005.

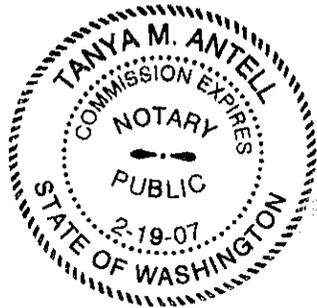


[Signature]  
Print Name: Tanya M Antell  
NOTARY PUBLIC for the State of Washington  
My Commission Expires: 2/19/07

STATE OF WASHINGTON )  
County of Cowlitz ) ss.

On this day personally appeared before me BRENDA CREAGAN, to me known to be the individual described in and who executed the foregoing instrument, and acknowledged that she signed the same as her voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 10<sup>th</sup> day of October, 2005.



Tanya M Antell  
Print Name: Tanya M Antell  
NOTARY PUBLIC for the State of Washington  
My Commission Expires: 2/19/07

Oregon  
STATE OF WASHINGTON )  
County of Multnomah ) ss.

On this day personally appeared before me GERALD SAUER, to me known to be the individual described in and who executed the foregoing instrument, and acknowledged that he signed the same as his voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 10 day of October, 2005.



Katie C Slick  
Print Name: Katie C Slick  
NOTARY PUBLIC for the State of Washington Oregon  
My Commission Expires: Nov. 7 2008

STATE OF WASHINGTON) <sup>Oregon</sup>  
County of Multnomah ) ss.

On this day personally appeared before me MARY SAUER, to me known to be the individual described in and who executed the foregoing instrument, and acknowledged that she signed the same as her voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 10 day of October, 2005.



Katie C. Slick  
Print Name: Katie C. Slick  
NOTARY PUBLIC for the State of Washington Oregon  
My Commission Expires: Nov. 7 2008

The following Owners hereby consent to this Declaration:

SEE EXHIBIT "A" TO BE ATTACHED TO FORTIN SHORT PLAT

[Signature]  
Michael Fortin

[Signature]  
Kim Fortin

[Signature]  
John Niemer

[Signature]  
Lauren Niemer

[Signature]  
Connie G. Sauers

Pine Creek Boulder, L.L.C.  
By: [Signature]  
Its: member

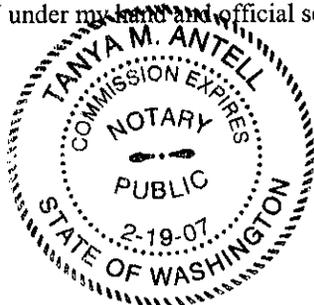
NOTARY BLOCKS ON FOLLOWING PAGES

DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR THREE RIVERS RECREATIONAL AREA OWNERS ASSOCIATION - 30

STATE OF WASHINGTON )  
County of Cowlitz ) ss.

On this day personally appeared before me MICHAEL FORTIN to me known to be the individual described in and who executed the foregoing instrument, and acknowledged that he signed the same as his voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 10th day of October, 2005.

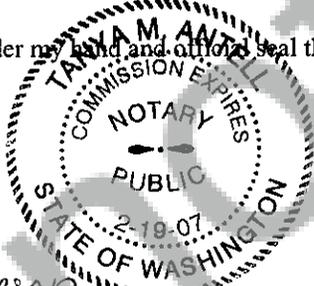


Tanya M Antell  
Print Name: Tanya M Antell  
NOTARY PUBLIC for the State of Washington  
My Commission Expires: 2/19/07

STATE OF WASHINGTON )  
County of Cowlitz ) ss.

On this day personally appeared before me KIM FORTIN, to me known to be the individual described in and who executed the foregoing instrument, and acknowledged that she signed the same as her voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 10th day of October, 2005.



Tanya M Antell  
Print Name: Tanya M Antell  
NOTARY PUBLIC for the State of Washington  
My Commission Expires: 2/19/07

STATE OF WASHINGTON )  
County of Oregon Multnomah ) ss.

On this day personally appeared before me JOHN NIEMER, to me known to be the individual described in and who executed the foregoing instrument, and acknowledged that he signed the same as his voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 10 day of October, 2005.



Katie C Slick  
Print Name: Katie C. Slick  
NOTARY PUBLIC for the State of Washington Oregon  
My Commission Expires: Nov. 7 2008

STATE OF <sup>Oregon</sup> WASHINGTON )  
 ) ss.  
County of Multnomah )

On this day personally appeared before me LAUREN NIEMER, to me known to be the individual described in and who executed the foregoing instrument, and acknowledged that she signed the same as her voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 10 day of October 2005.

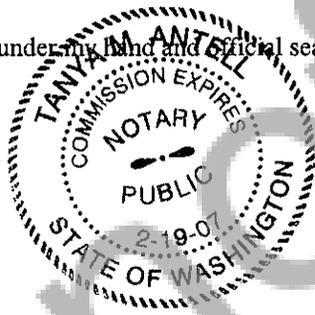


Katie C Slick  
Print Name: Katie C Slick  
NOTARY PUBLIC for the State of Washington Oregon  
My Commission Expires: Nov. 7 2008

STATE OF WASHINGTON )  
 ) ss.  
County of Cowlitz )

On this day personally appeared before me CONNIE G. SAUERS, to me known to be the individual described in and who executed the foregoing instrument, and acknowledged that she signed the same as her voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 13<sup>th</sup> day of Oct., 2005.



Tanya M Antell  
Print Name: Tanya M Antell  
NOTARY PUBLIC for the State of Washington  
My Commission Expires: 2/19/07

STATE OF <sup>Oregon</sup> WASHINGTON )  
 ) ss.  
County of Multnomah )

On this 10 day of October, 2005, before me, the undersigned, a Notary Public in and for the state of Washington Oregon, duly commissioned and sworn, personally appeared Mary Sauer, known to be the LLC member, of PINE CREEK BOULDER, LLC, the limited liability corporation that executed the foregoing instrument, and acknowledged the instrument to be the free and voluntary act and deed of that corporation for the uses and purposes therein mentioned, and on oath stated that they were authorized to execute the instrument on behalf of the corporation.

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



Katie C Slick  
Print Name: Katie C Slick  
NOTARY PUBLIC for the State of Washington Oregon  
My Commission Expires: Nov. 7, 2008

DOC # 2005159105  
Page 37 of 51

EXHIBIT "A"

(Property in Three Rivers Recreational Area)

The following described property in Skamania County, Washington:

Lots #1, #2, #3, and #4 Angry Lady Short Plat recorded at Document No. 2004-153799 of the official records of Skamania County, Washington (Tax Parcels #7-6-23-00-1120-00; #7-6-23-00-1121-00; #7-6-23-00-1122-00; and #7-6-23-00-1106-00);

Lots #1, #2, #3, and #4 of John Niemer Short Plat recorded at Document No. 2004-153795 of the official records of Skamania County, Washington, (Tax Parcels #7-6-23-00-1123-00; #7-6-23-00-1124-00; #7-6-23-00-1125-00; #7-6-23-00-1105-00);

Lots #1 and #2, of Dave Creagan Short Plat recorded at Document No. 2004-153613 of the official records of Skamania County, Washington (Tax Parcels #7-6-23-00-1114-00 and #7-6-23-00-1115-00);

That part of Lot #4 of Dave Creagan Short Plat recorded at Document No. 2004-153613 of the official records of Skamania County, Washington, lying West of Pine Creek (Tax Parcel #7-6-23-00-1107-00);

Lots #1 and #4 of Brenda Creagan Short Plat recorded at Document No. 2004-153797 of the official records of Skamania County, Washington (Tax Parcels #7-6-23-00-1117-00 and #7-6-23-00-1103-00);

And the following parcels:

PARCEL I

The North Half of the North Half of the South Half of the Northeast Quarter of Section 23, Township 7 North, Range 6 East of the Willamette Meridian, Skamania County, Washington.

Together with

A portion of the Southwest Quarter of the Northwest Quarter of Section 24, Township 7 North, Range 6 East, Willamette Meridian, Skamania County, Washington, described as follows: (bearings are "NAD 83", Washington Coordinate System, South Zone):

Beginning at a concrete monument with BLM brass cap at the Northwest corner of Section 24; thence South 01°18'16" West, along the West line of the Northwest Quarter of Section 24, for a distance of 1655.91 feet to the Southeast corner of the North Half of the North Half of the South Half of the Northeast Quarter of Section 23 and the True Point of Beginning; thence South 89°20'18" East, on the extension of the South line of said North Half of the North Half of the South Half of the Northeast Quarter, for a distance of 51.90 feet to the centerline of the United States Forest Service "25 Road" as described in Skamania County Auditor File No. 2004155037; thence North 01°12'00" East, along said road centerline, 331.14 feet; thence leaving said road centerline, North 89°17'49" West, 51.29 feet to the Northeast corner of the South Half of the Northeast Quarter of Section 23; thence South 01°18'16" West, 331.18 feet to the True Point of Beginning. (Tax Parcel #7-06-23-00-1108-00)

Exhibit A - 1

Parcel II

The South Half of the North Half of the South Half of the Northeast Quarter of Section 23, Township 7 North, Range 6 East of the Willamette Meridian, Skamania County, Washington.

Together with

A portion of the Southwest Quarter of the Northwest Quarter of Section 24, Township 7 North, Range 6 East, Willamette Meridian, Skamania County, Washington, described as follows (bearings are "NAD 83", Washington Coordinate System, South Zone):

Beginning at a concrete monument with BLM brass cap at the Northwest corner of Section 24; thence South  $01^{\circ}18'16''$  West, along the West line of the Northwest Quarter of Section 24, for a distance of 1655.91 feet to the Southeast corner of the North Half of the North Half of the South Half of the Northeast Quarter of Section 23 and the True Point of Beginning; thence South  $89^{\circ}20'18''$  East, on the extension of the South line of said North Half of the North Half of the South Half of the Northeast Quarter, for a distance of 51.90 feet to the centerline of the United States Forest Service "25 Road" as described in Skamania County Auditor File No. 2004155037; thence South  $01^{\circ}12'00''$  West, along said road centerline, 331.14 feet; thence leaving said road centerline, North  $89^{\circ}22'46''$  West, 52.50 feet to the Southeast corner of the South Half of the North Half of the South Half of the Northeast Quarter of Section 23; thence North  $01^{\circ}18'16''$  East, 331.18 feet to the True Point of Beginning.

(Tax Parcel #7-6-23-00-1112-00)

PARCEL III

The North Half of the South Half of the South Half of the Northeast Quarter of Section 23, Township 7 North, Range 6 East of the Willamette Meridian, Skamania County, Washington.

Together with

A portion of the Southwest Quarter of the Northwest Quarter of Section 24, Township 7 North, Range 6 East, Willamette Meridian, Skamania County, Washington, described as follows (bearings are "NAD 83", Washington Coordinate System, South Zone):

Beginning at a concrete monument with BLM brass cap at the Northwest corner of Section 24; thence South  $01^{\circ}18'16''$  West, along the West line of the Northwest Quarter of Section 24, for a distance of 2318.27 feet to the Southeast corner of the North Half of the South Half of the South Half of the Northeast Quarter of Section 23 and the True Point of Beginning; thence South  $89^{\circ}25'15''$  East, on the extension of the South line of said North Half of the South Half of the South Half of the Northeast Quarter, for a distance of 59.25 feet to the centerline of the United States Forest Service "25 Road" as described in Skamania County Auditor File No. 2004155037; thence Northerly, along said centerline and along the arc of a 2220.00 foot radius curve to the right, (the radial bearing of which is North  $86^{\circ}56'10''$  East) through a central angle of  $04^{\circ}15'50''$ , for an arc distance of 165.21 feet; thence North  $01^{\circ}12'00''$  East, along said road centerline, 166.02 feet; thence leaving said road centerline, North  $89^{\circ}22'46''$  West, 52.50 feet to the Northeast corner of said North Half of the South Half of the South Half of the Northeast Quarter of Section 23; thence South  $01^{\circ}18'16''$  West, 331.18 feet to the True Point of Beginning. (Tax Parcel #7-06-23-00-1111-00)

PARCEL IV

The South Half of the South Half of the South Half of the Northeast Quarter of Section 23, Township 7 North, Range 6 East of the Willamette Meridian, Skamania County, Washington.

Together with

A portion of the Southwest Quarter of the Northwest Quarter of Section 24, Township 7 North, Range 6 East, Willamette Meridian, Skamania County, Washington, described as follows (bearings are "NAD 83", Washington Coordinate System, South Zone):

Beginning at a concrete monument with BLM brass cap at the Northwest corner of Section 24; thence South  $01^{\circ}18'16''$  West, along the West line of the Northwest Quarter of Section 24, for a distance of 2318.27 feet to the Southeast corner of the North Half of the South Half of the South Half of the Northeast Quarter of Section 23 and the True Point of Beginning; thence South  $89^{\circ}25'15''$  East, on the extension of the South line of said North Half of the South Half of the South Half of the Northeast Quarter, for a distance of 59.25 feet to the centerline of the United States Forest Service "25 Road" as described in Skamania County Auditor File No. 2004155037; thence Southerly, along said centerline and along the arc of a 2220.00 foot radius curve to the left, (the radial bearing of which is North  $86^{\circ}56'10''$  East) through a central angle of  $05^{\circ}33'34''$ , for an arc distance of 215.41 feet; thence leaving said road centerline, South  $74^{\circ}19'05''$  West, 89.96 feet to the West line of the Southwest Quarter of the Northwest Quarter of Section 24, at a point that bears North  $01^{\circ}18'16''$  East, 92.00 feet from an iron pipe with BLM brass cap at the Quarter corner between Sections 23 and 24; thence North  $01^{\circ}18'16''$  East, 239.18 feet to the True Point of Beginning.

(Tax Parcel #7-06-23-00-1109-00)

PARCEL V

A portion of the Northeast Quarter of the Southeast Quarter and the Southeast Quarter of the Northeast Quarter of Section 23 and Government Lot 2 (the fractional Northwest quarter of the Southwest Quarter) and the Southwest Quarter of the Northwest Quarter of Section 24, Township 7 North, Range 6 East, Willamette Meridian, Skamania County, Washington, described as follows (bearings are "NAD 83", Washington Coordinate System, South Zone):

Beginning at a concrete monument with BLM brass cap at the Northwest corner of Section 24; thence South  $01^{\circ}18'16''$  West, along the West line of the Northwest Quarter of Section 24, for a distance of 2649.45 feet to an iron pipe with BLM brass cap at the Quarter Corner between Sections 23 and 24; thence North  $01^{\circ}18'16''$  East, 92.00 feet to the Northeast corner of the "Triangular Tract" conveyed to "Sauer" under Skamania County Auditor's File No. 2004155176 and the TRUE POINT OF BEGINNING; thence South  $74^{\circ}19'05''$  West, 329.34 feet to the Western corner of the "Triangular tract" at a point on the North line of the Northeast Quarter of the Southeast Quarter of Section 23 that bears North  $89^{\circ}27'43''$  West, 315.00 feet from the Quarter Corner between Sections 23 and 24; thence North  $89^{\circ}27'43''$  West, 1008.70 feet to the Northwest Corner of the Northeast Quarter of the Southeast Quarter of Section 23; thence South  $01^{\circ}14'18''$  West, 661.73 feet to the Northwest corner of the South Half of the Northeast Quarter of the Southeast Quarter of Section 23; thence South  $01^{\circ}14'18''$  West, along the West line of the South Half of the Northeast Quarter of the Southeast Quarter, for a distance of 108.34 feet; thence South  $89^{\circ}25'00''$  East, 758.92 feet; thence North  $00^{\circ}45'10''$  East, 208.33 feet; thence South  $89^{\circ}25'00''$  East, 797.72 feet to the centerline of the United States Forest Service "25 Road" as described in Skamania County Auditor's File No. 2004155037 and as shown in a survey recorded in Skamania County Auditor's File No. 2005155913; thence North  $10^{\circ}59'00''$  West, along said Centerline 602.22 feet; thence along the arc of a 2220 foot radius curve to the right, through a central angle of  $02^{\circ}21'36''$ , for an arc distance of 91.44 feet; thence South  $74^{\circ}19'05''$  West, 89.96 feet to the TRUE POINT OF BEGINNING.

(Tax Parcel #7-6-23-00-1101-00)

PARCEL VI

A portion of the Northeast Quarter of the Southeast Quarter of Section 23 and Government Lot 2 (the fractional Northwest Quarter of the Southwest Quarter) in Section 24, Township 7 North, Range 6 East, Willamette Meridian, Skamania County, Washington, described as follows (bearings are "NAD 83", Washington Coordinate System, South Zone):

Beginning at a concrete monument with BLM brass cap at the Northwest corner of Section 24; thence South  $01^{\circ}18'16''$  West, along the West line of the Northwest Quarter of Section 24, for a distance of 2649.45 feet to an iron pipe with BLM brass cap at the Quarter Corner between Sections 23 and 24; thence South  $01^{\circ}08'28''$  West, 662.77 feet to the Southeast corner of the North half of the Northeast Quarter of the Southeast Quarter of Section 23; thence South  $89^{\circ}25'00''$  East, on the extension of the South line of the North half of the Northeast Quarter of the Southeast Quarter, for a distance of 251.67 feet to the centerline of the united States Forest Service "25 Road" as described in Skamania County Auditor's File No. 2004155037 and as shown in a survey recorded in Auditor's File No. 2005155913, said point also being the Northeast corner of the "Sauer Tract" as described in Auditor's File No. 2004155175 and the TRUE POINT OF BEGINNING of the tract to be described; thence South  $10^{\circ}59'00''$  East, along said centerline 132.41 feet; thence along the arc of a 587.65 foot radius curve to the right, through a central angle of  $42^{\circ}11'19''$ , for an arc distance of 432.70 feet; thence South  $31^{\circ}12'19''$  West, 1.54 feet; thence along the arc of an 881.47 foot radius curve to the right, through a central angle of  $21^{\circ}19'07''$ , for an arc distance of 327.98 feet to the West line of Government Lot 2; thence leaving said road centerline, North  $01^{\circ}08'28''$  East, 130.53 feet to the Southeast corner of the South half of the Northeast Quarter of the Southeast Quarter of Section 23; thence North  $89^{\circ}22'16''$  West, 1325.93 feet to the Southwest corner of said South half of the Northeast Quarter of the Southeast Quarter; thence North  $01^{\circ}14'18''$  West, 108.34 feet from the Northwest corner of the South half of the Northeast Quarter of the Southeast Quarter of Section 23; thence South  $89^{\circ}25'00''$  East, 758.92 feet; thence North  $00^{\circ}45'10''$  West, 208.33 feet; thence South  $89^{\circ}25'00''$  East, 797.72 feet to the centerline of the US Forest Service "25 Road"; thence South  $10^{\circ}59'00''$  West, 102.07 feet to the TRUE POINT OF BEGINNING.

(Tax Parcel #7-6-23-00-1110-00)

PARCEL VII

A portion of Government Lot 1 (fractional Southeast Quarter of the Southeast Quarter) of Section 23, Township 7 North, Range 6 East of the Willamette Meridian, Skamania County, Washington, described as follows (bearings are "NAD 83", Washington Coordinate System South Zone):

Beginning at a concrete monument at the Quarter corner between Sections 23 and 24; thence South  $01^{\circ}08'28''$  West, along the East line of the Southeast Quarter of Section 23, for a distance of 1325.53 feet to the Northeast corner of Government Lot 1 and the True Point of Beginning; thence North  $89^{\circ}22'16''$  West, along the North line of Government Lot 1 (and the South line of the Northeast Quarter of the Southeast Quarter of Section 23), for a distance of 1325.93 feet to the Northwest corner of Government Lot 1; thence  $01^{\circ}14'18''$  West, along the West line of Government Lot 1 (and the East line of the Southwest Quarter of the Southeast Quarter of Section 23), for a distance of 722.00 feet; thence South  $89^{\circ}22'16''$  East, parallel with the North line of Government Lot 1, for a distance of 884.00 feet to the ordinary high water mark on the North Bank of the North Fork of the Lewis River; thence, following said ordinary high water mark, North  $35^{\circ}11'20''$  East, 60.18 feet; thence North  $45^{\circ}00'00''$  East, 60.00 feet; thence North  $52^{\circ}00'00''$  East, 72.00 feet; thence North  $52^{\circ}20'00''$  East, 80.00 feet; thence North  $52^{\circ}20'00''$  East, 78.00 feet; thence North  $68^{\circ}40'00''$  East, 58.00 feet; thence North  $73^{\circ}20'00''$  East, 144.00 feet to the East line of the Southeast Quarter of Section 23; thence North  $01^{\circ}08'28''$  East, 420.00 feet to the True Point of Beginning.

EXCEPT:

That portion conveyed to Pope Resources, recorded in Auditor File No. 2004155507. (Tax Parcel #7-6-23-00-1126-00)

## PARCEL VIII

A portion of the Southwest Quarter and the Southwest Quarter of the Northwest Quarter of Section 24, Township 7 North, Range 6 East, of the Willamette Meridian, in the County of Skamania, State of Washington, described as follows (bearings are "NAD 83", Washington Coordinate System South Zone):

Beginning at a concrete monument at the Northwest corner of Section 24; thence South 01°18'16" West, 2649.45 feet to an iron pipe with a 1961 BLM Brass Cap at the Quarter corner between Sections 23 and 24; thence South 36°40'37" East, 1049.30 feet to the True Point of Beginning; thence North 20°00'00" East, 300.00 feet; thence North 20°00'00" West, 720.00 feet; thence North 01°00'00" East, 250.00 feet to a point hereinafter called Point "A"; thence South 55°00'00" East, 10.00 feet; thence along the arc of a 505.55 foot radius curve to the left, through a central angle of 17°00'00", for an arc distance of 150.00 feet; thence South 72°00'00" East, 125.00 feet; thence along the arc of a 298.42 foot radius curve to the right, through a central angle of 24°00'00", for an arc distance of 125.00 feet; thence South 48°00'00" East, 120.00 feet; thence along the arc of a 304.38 foot radius curve to the right, through a central angle of 32°00'00", for an arc distance of 170.00 feet; thence along the arc of a 600.24 foot radius curve to the left, through a central angle of 21°00'00", for an arc distance of 220.00 feet; thence South 37°00'00" East, 220.00 feet; thence along the arc of a 156.26 foot radius curve to the left, through a central angle of 55°00'00", for an arc distance of 150.00 feet; thence North 88°00'00" East, 25.00 feet; thence North 83°00'00" East, 200.00 feet; thence South 89°00'00" East, 155.00 feet to a point hereinafter called Point "B"; thence South 01°18'16" West, 591.01 feet to the North line of the "Fortin tract" as described in Skamania County Auditor File No. 2004153497; thence North 89°01'49" West, 452.13 feet to the Northwest corner of the "Fortin tract"; thence North 06°50'50" West, 171.22 feet; thence North 89°00'00" West, 660.00 feet to the True Point of Beginning.

TOGETHER WITH a 40 foot non-exclusive easement (and such additional widths as necessary for associated cuts and fills), for ingress, egress and utilities and reserving unto the grantor, the right to joint usage with grantee of said 40 foot easement for ingress, egress and forest management, including logging and related activities, on grantor's property adjacent to said easement on the North and East. The centerline of said easement is described as follows:

Beginning at a point in the centerline of the United State Forest Service "25 Road" at a point from which the Quarter corner between Sections 23 and 24 bears North 88°45'25" West, 109.85 feet; thence North 10°59'00" West, along the centerline of the "25 Road", 29.11 feet; thence along the arc of a 2220.00 foot radius curve to the right, through a central angle of 10°11'40", for an arc distance of 395.00 feet to the True Point of Beginning of the easement centerline to be described; thence leaving said centerline of the "25 Road", North 75°00'00" East, 125.00 feet; thence along the arc of a 145.51 foot radius curve to the right, through a central angle of 31°30'00", for an arc distance of 80.00 feet; thence South 73°30'00" East, 140.00 feet; thence along the arc of a 309.71 foot radius curve to the right, through a central angle of 18°30'00", for an arc distance of 100.00 feet; thence South 55°00'00" East, 10.00 feet; thence along the arc of a 505.55 foot radius curve to the left, through a central angle of 17°00'00", for an arc distance of 150.00 feet; thence South 72°00'00" East, 125.00 feet; thence along the arc of a 298.42 foot radius curve to the right, through a central angle of 24°00'00", for an arc distance of 125.00 feet; thence South 48°00'00" East, 120.00 feet; thence along the arc of a 304.38 foot radius curve to the right, through a central angle of 32°00'00", for an arc distance of 170.00 feet; thence along the arc of a 600.24 foot radius curve to the left, through a central angle of 21°00'00", for an arc distance of 220.00 feet; thence South 37°00'00" East, 220.00 feet; thence along the arc of a 156.26 foot radius curve to the left, through a central angle of 55°00'00", for an arc distance of 150.00 feet; thence North 88°00'00" East, 25.00 feet; thence North 83°00'00" East, 200.00 feet; thence South 89°00'00" East, 155.00 feet to the terminus of said easement centerline.

TOGETHER WITH easements as disclosed by instrument recorded in Auditor File No. 2005157089. (Tax Parcel #7-06-24-00-0400-00)

Exhibit A - 8

PARCEL IX

A portion of the Southwest Quarter and the Southwest Quarter of the Northwest Quarter of Section 24, Township 7 North, Range 6 East, of the Willamette Meridian, in the County of Skamania, State of Washington, described as follows (bearings are "NAD 83", Washington Coordinate System South Zone):

Beginning at a concrete monument at the Northwest corner of Section 24; thence South 01°18'16" West, 2649.45 feet to an iron pipe with a 1961 BLM Brass Cap at the Quarter corner between Sections 23 and 24; thence South 36°40'37" East, 1049.30 feet; thence South 20°00'00" West, 600.00 feet to the True Point of Beginning; thence North 20°00'00" East, 600.00 feet to a point hereinafter called Point "A"; thence South 89°00'00" East, 660.00 feet; thence South 06°50'50" East, 171.22 feet to a ½ inch iron rod at a "property corner" as shown on a Record of Survey recorded on May 7, 2004 and filed under Skamania County Auditor File No. 2004152896 (said point being the Northwest corner of the "Fortin tract", as described in Skamania County Auditor File No. 2004153497); thence South 01°06'01" West, 330.00 feet to a ¾ inch iron pipe near the Southwest corner of the Northeast Quarter of the Southwest Quarter of Section 24, as shown on the "2004 Survey" (said point being an angle point with the West line of the "Fortin tract" ); thence South 01°13'26" West, along the West line of the "Fortin tract" and along a line shown on the "2004 Survey" (near the West line of Government Lot 4), 798 feet, more or less, to the Ordinary High Water Mark on the North bank of the North Fork of the Lewis River; thence Northwesterly, along the Ordinary High Water Mark, 995 feet, more or less, to a point that bears South 01°00'00" West, from the True Point of Beginning; thence North 01°00'00" East, 323 feet, more or less, to the True Point of Beginning.

TOGETHER WITH a 40 foot non-exclusive easement for ingress, egress and utilities the West line of which is described as follows:

Beginning at Point "A", above described thence North 20°00'00" East, 300.00 feet; thence North 20°00'00" West, 720.00 feet; thence North 01°00'00" East, 250.00 feet to a point hereinafter called Point "B"; thence North 35°00'00" East, 20.00 feet to the terminus of said West easement line.

ALSO TOGETHER WITH a 40 foot non-exclusive easement (and such additional widths as necessary for associated cuts and fill), for ingress, egress and utilities the centerline of which is described as follows:

Beginning at a point in the centerline of the United State Forest Service "25 Road" at a point from which the Quarter corner between Sections 23 and 24 bears North 88°45'25" West, 109.85 feet; thence North 10°59'00" West, along the centerline of the "25 Road", 29.11 feet; thence along the arc of a 2220.00 foot radius curve to the right, through a central angle of 10°11'40", for an arc distance of 395.00 feet to the True Point of

CONTINUED

Exhibit A - 9

Beginning of the easement centerline to be described; thence leaving said centerline of the "25 Road", North 75°00'00" East, 125.00 feet; thence along the arc of a 145.51 foot radius curve to the right, through a central angle of 31°30'00", for an arc distance of 80.00 feet; thence South 73°30'00" East, 140.00 feet; thence along the arc of a 309.71 foot radius curve to the right, through a central angle of 18°30'00", for an arc distance of 100.00 feet; thence South 55°00'00" East, 10.00 feet; thence along the arc of a 505.55 foot radius curve to the left, through a central angle of 17°00'00", for an arc distance of 150.00 feet; thence South 72°00'00" East, 125.00 feet; thence along the arc of a 298.42 foot radius curve to the right, through a central angle of 24°00'00", for an arc distance of 125.00 feet; thence South 48°00'00" East, 120.00 feet; thence along the arc of a 304.38 foot radius curve to the right, through a central angle of 32°00'00", for an arc distance of 170.00 feet; thence along the arc of a 600.24 foot radius curve to the left, through a central angle of 21°00'00", for an arc distance of 220.00 feet; thence South 37°00'00" East, 220.00 feet; thence along the arc of a 156.26 foot radius curve to the left, through a central angle of 55°00'00", for an arc distance of 150.00 feet; thence North 88°00'00" East, 25.00 feet; thence North 83°00'00" East, 200.00 feet; thence South 89°00'00" East, 155.00 feet to the terminus of said easement centerline.

(Tax Parcel #7-06-24-00-0500-00)

## PARCEL X

A portion of the Southwest Quarter and the West Half of the Southeast Quarter of Section 24, Township 7 North, Range 6 East of the Willamette Meridian, Skamania County, Washington, described as follows (bearings are "NAD 83", Washington Coordinate System South Zone):

Beginning at a concrete monument at the Northwest corner of Section 24; thence South 01°18'16" West, 2649.45 feet to a concrete monument at the Quarter corner between Sections 23 and 24; thence South 51°56'55" East, 1659.85 feet to a ½ inch iron rod at a "property corner" as shown on a Record of Survey recorded on May 7, 2004 and filed under Skamania County Auditor File No. 2004152896 (hereinafter referred to as the "2004 Survey"); thence South 89°01'49" East, along the property line as shown on the "2004 Survey", 711.00 feet to the True Point of Beginning; thence North 89°01'49" West, 711.00 feet to said iron rod; thence South 01°06'01" West, 330.00 feet to a ¾ inch iron pipe near the Southwest corner of the Northeast Quarter of the Southwest Quarter of Section 24, as shown on the "2004 Survey"; thence South 01°13'26" West, along a line shown on the "2004 Survey" (near the West line of Government Lot 4), 723 feet, more or less, to the Ordinary High Water Mark on the North bank of the North Fork of the Lewis River; thence Southeasterly, along the Ordinary High Water Mark, 880 feet, more or less, to a point that bears South 01°18'16" West, from the True Point of Beginning; thence North 01°18'16" East, parallel with the West line of the Northwest Quarter of Section 24, for a distance of 1544 feet, more or less, to the True Point of Beginning.

TOGETHER WITH a 40 foot easement for ingress, egress and utilities (and such additional widths as necessary for associated cuts and fills) over an existing road, as recorded in Survey in Auditor File No. 2004152896, the centerline which generally follows a route described as follows:

Beginning at the Northwest corner of Section 24; thence South 01°18'16" West, along the West line of the Northwest Quarter of Section 24, for a distance of 2230.00 feet; thence South 88°41'44" East, at right angles to said West line, 55.00 feet to the True Point of Beginning of said centerline at a point in the center of "USFS 25 Road"; thence Easterly and Southeasterly along the existing road, 1700 feet, more or less, to a point approximately 500 feet South of the Northwest corner of the Northeast Quarter of the Southwest Quarter of Section 24; thence Easterly and Southeasterly along the existing road, 1500 feet, more or less, to the East line of the Northeast Quarter of the Southwest Quarter of Section 24 at a point approximately 860 feet South of the Northeast corner thereof.

TOGETHER WITH a 40 foot easement for ingress, egress and utilities, the centerline of which is described as follows:

Beginning at a concrete monument at the Northwest corner of Section 24; thence South 01°18'16" West, 2649.45 feet to a concrete monument at the Quarter corner between Sections 23 and 24; thence South 51°56'55" East, 1659.85 feet to a ½ inch iron rod at a property corner as shown on a Record of Survey recorded on May 7, 2004 and filed under Skamania County Auditor File No. 2004152896 (hereinafter referred to as the "2004 Survey"); thence South 89°01'49" East, along the property line as shown on the "2004 Survey", 1310.00 feet to a point hereinafter called Point "A" and the True Point of Beginning of the easement centerline to be described; thence North 01°18'16" East, parallel with the West line of the Northwest Quarter of Section 24, for a distance of 130 feet, more or less, to the center of the existing roadway, above described. (The sidelines of said easement to be extended or shortened, so as to terminate on a line that runs South 89°01'49" East and North 89°01'49" West from the True Point of Beginning.

TOGETHER WITH a 40 foot non-exclusive easement for ingress, egress and utilities the centerline of which is described as follows:

Beginning at Point "A", above described; thence South 01°18'16" West, 215.00 feet; thence North 89°01'49" West, 600 feet, more or less, to the terminus of said easement centerline (and sidelines) on the East line of the above described parcel. (Tax Parcel #7-06-24-00-0100-00)

## PARCEL XI

A portion of the Southwest Quarter and the West Half of the Southeast Quarter of Section 24, Township 7 North, Range 6 East of the Willamette Meridian, Skamania County, Washington, described as follows (bearings are "NAD 83", Washington Coordinate System South Zone):

Beginning at a concrete monument at the Northwest corner of Section 24; thence South 01°18'16" West, 2649.45 feet to a concrete monument at the Quarter corner between Sections 23 and 24; thence South 51°56'55" East, 1659.85 feet to a ½ inch iron rod at a "property corner" as shown on a Record of Survey recorded on May 7, 2004 and filed under Skamania County Auditor File No. 2004152896 (hereinafter referred to as the "2004 Survey"); thence South 89°01'49" East, along the property line as shown on the "2004 Survey", 711.00 feet to the True Point of Beginning; thence South 89°01'49" East, 616.84 feet to another ½ inch iron rod at a "property corner" as shown on the "2004 Survey"; thence South 01°08'09" West, 330.00 feet to a ¾ inch aluminum pipe near the Southeast corner of the Northeast Quarter of the Southwest Quarter of Section 24, as shown on the "2004 Survey"; thence South 01°23'04" West, along a line shown on the "2004 Survey" (near the East line of Government Lot 4), 1184 feet, more or less, to the Ordinary High Water Mark on the North bank of the North Fork of the Lewis River; thence Northwesterly, along the Ordinary High Water Mark, 620 feet, more or less, to a point that bears South 01°18'16" West, from the True Point of Beginning; thence North 01°18'16" East, parallel with the West line of the Northwest Quarter of Section 24, for a distance of 1544 feet, more or less, to the True Point of Beginning.

Together with a 40 foot easement for ingress, egress and utilities (and such additional widths as necessary for associated cuts and fills) over an existing road, as recorded in Survey in Auditor File No. 2004152896, the centerline which generally follows a route described as follows:

Beginning at the Northwest corner of Section 24; thence South 01°18'16" West, along the West line of the Northwest Quarter of Section 24, for a distance of 2230.00 feet; thence South 88°41'44" East, at right angles to said West line, 55.00 feet to the True Point of Beginning of said centerline at a point in the center of "USFS 25 Road"; thence Easterly and Southeasterly along the existing road, 1700 feet, more or less, to a point approximately 500 feet South of the Northwest corner of

the Northeast Quarter of the Southwest Quarter of Section 24; thence Easterly and Southeasterly along the existing road, 1500 feet, more or less, to the East line of the Northeast Quarter of the Southwest Quarter of Section 24 at a point approximately 860 feet South of the Northeast corner thereof.

Together with a 40 foot easement for ingress, egress and utilities, the centerline of which is described as follows:

Beginning at a concrete monument at the Northwest corner of Section 24; thence South 01°18'16" West, 2649.45 feet to a concrete monument at the Quarter corner between Sections 23 and 24; thence South 51°56'55" East, 1659.85 feet to a ½ inch iron rod at a property corner as shown on a Record of Survey recorded on May 7, 2004 and filed under Skamania County Auditor File No. 2004152896 (hereinafter referred to as the "2004 Survey"); thence South 89°01'49" East, along the property line as shown on the "2004 Survey", 1310.00 feet to a point hereinafter called Point "A" and the True Point of Beginning of the Easement centerline to be described; thence North 01°18'16" East, parallel with the West line of the Northwest Quarter of Section 24, for a distance of 130 feet, more or less, to the center of the existing roadway, above described. (The sidelines of said easement to be extended or shortened so as to terminate on a line that runs South 89°01'49" East and North 89°01'49" West from the True Point of Beginning.

Subject to a 40 foot non-exclusive easement for ingress, egress and utilities the centerline of which is described as follows:

Beginning at Point "A" above described; thence South 01°18'16" West, 215.00 feet; thence North 89°01'49" West, 600 feet, more or less, to the terminus of said easement centerline (and sidelines) on the West line of the above described parcel.

(Tax Parcel #7-6-24-00-0200-00)

PARCEL XII

A portion of the Southeast Quarter of the East Half of the Southwest Quarter of Section 24, Township 7 North, Range 6 East, of the Willamette Meridian, in the County of Skamania, State of Washington, described as follows (bearings are "NAD 83", Washington Coordinate System South Zone):

Beginning at a concrete monument at the Northwest corner of Section 24; thence South 01°18'16" West, 2649.45 feet to an iron pipe with 1961 BLM brass cap at the Quarter corner between Sections 23 and 24; thence South 58°12'15" East, 3897.07 feet to a point in the Muddy River and the True Point of Beginning of the 24 acre tract to be described; thence North 48°00'00" West, 740.00 feet; thence Northerly along the arc of a 332.32 foot radius curve to the left (the radial bearing of which is North 52°08'17" West), through a central angle of 25°51'43", for an arc distance of 150.00 feet; thence North 12°00'00" East, 85.00 feet; thence North 75°37'20" West, 220.08 feet to the East line of the "Sauer Tract" as recorded in Skamania County Auditor File No. 2004153496; thence South 01°08'44" West, along the East line of the "Sauer Tract", 90.00 feet to a ¾ inch aluminum pipe near the Southeast corner of the Northeast Quarter of the Southwest Quarter of Section 24, as shown on a "2004 Survey" recorded in Auditor File No. 2004152896; thence South 01°23'17" West along the East line of the "Sauer Tract" (near the East line of Government Lot 4), 1134.13 feet to a ½ inch iron rod as shown on the "2004 Survey"; thence continuing South 01°23'17" West, 60 feet, more or less, to the Ordinary High Water Mark on the North bank of the North Fork of the Lewis River, thence Easterly along the Ordinary High Water Mark, 1836 feet, more or less, to a point that bears South 83°52'20" East from the True Point of Beginning; thence North 83°52'20" West, 809 feet, more or less, to the True Point of Beginning.

TOGETHER WITH easements as disclosed by instrument recorded in Auditor File No. 2005157089.

(Tax Parcel #7-6-24-00-0700-00)

PARCEL XIII

A portion of the Southeast Quarter of the East Half of the Southwest Quarter of Section 24, Township 7 North, Range 6 East of the Willamette Meridian, in the County of Skamania, State of Washington, described as follows (bearings are "NAD 83", Washington Coordinate System South Zone):

Beginning at a concrete monument at the Northwest corner of Section 24; thence South 01°18'16" West, 2649.45 feet to an iron pipe with 1961 BLM brass cap at the Quarter corner between Sections 23 and 24; thence South 58°12'15" East, 3897.07 feet to a point in the Muddy River and the True Point of Beginning of the 24 acre tract to be described; thence North 48°00'00" West, 740.00 feet; thence Northerly along the arc of a 332.32 foot radius curve to the left (the radial bearing of which is North 52°08'17" West), through a central angle of 25°51'43", for an arc distance of 150.00 feet; thence North 12°00'00" East, 85.00 feet; thence North 75°37'20" West, 220.08 feet to the East line of the "Sauer Tract", as described in Skamania County Auditor File No. 2004153496; thence North 01°08'44" East, 240.04 feet to a ½ inch iron rod at the Northeast corner of the "Sauer Tract" as monumented in a "2004 Survey" filed in Skamania County Auditor File No. 2004152896; thence South 74°40'46" East, along a property line shown in said "2004 Survey", 1090.78 feet to a ½ inch iron rod ("2004 Survey"); thence continuing South 74°40'46" East, 273.09 feet to an angle point in the North line of the "Sauer and Creagan Tract", as described in Skamania County Auditor File No. 2005155968; thence South 88°41'04" East, along the North line of the "Sauer and Creagan Tract", 1316.37 feet to the East line of Section 24 and the Northeast corner of the "Sauer and Creagan Tract"; thence South 01°47'43" West, along the East line of Section 24, for a distance of 25.79 feet to a 2 ¼ aluminum pipe monument at the Meander Corner of the Right Bank of the North Fork of the Lewis River as shown in the "2004 Survey"; thence South 00°04'27" West, along the East line of Section 24, for a distance of 18 feet, more or less, to the Ordinary High Water Mark on the North bank of the North Fork of the Lewis River; thence Westerly and Southwesterly, along the Ordinary High Water Mark, 1763 feet, more or less, to a point the bears South 83°52'20" East from the True Point of Beginning; thence North 83°52'20" West, 809 feet, more or less, to the True Point of Beginning. (Tax Parcel #7-06-24-0600-00)