

**RECORDING REQUESTED BY
AND WHEN RECORDED RETURN
TO:**

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Document Title: Third Amended and Restated Declaration of Covenants,
Conditions, and Restrictions for Three Rivers
Recreational Area Owners Association

Grantors: Three Rivers Recreational Owners Association
Three Rivers Recreational Area
Creagan, David; Creagan, Brenda
Sauer, Gerald; Sauer, Mary

Grantee: The Public

**Abbreviated Legal and Parcel
Numbers:** Property in Skamania County, Washington, as itemized
in Exhibit A attached to the end of this document.

Other Reference #:: 2010175871; additional reference numbers on next page.

THIRD AMENDED AND RESTATED DECLARATION OF
COVENANTS, CONDITIONS, AND RESTRICTIONS
FOR
THREE RIVERS RECREATIONAL AREA OWNERS ASSOCIATION

WHEREAS, the Second Amended And Restated Declarations of Covenants, Conditions and Restrictions For Three Rivers Recreational Area Owners Association (hereinafter referred to as "Second Amended and Restated CC&Rs") was recorded on July 6, 2010 under Skamania County Auditor's Number 2010175871 of the official records of Skamania County, Washington; and

WHEREAS, said Second Amended and Restated CC&Rs amended, restated, and superseded in their entirety the original Declaration of Covenants, Conditions, and Restrictions for Three Rivers Recreational Owners Association as recorded on October 17, 2005, at Doc #2005-159105, official records of Skamania County, Washington, (the "Original Declaration") as amended by the First Amendment recorded October 20, 2005, at Doc #2005-159172, and by the Second Amendment recorded December 23, 2005, at Doc #2005-159970, and the First Amended and Restated Declaration recorded at Doc #2006160968.

WHEREAS, the undersigned Declarant, as defined in section 2.13 infra ("the Declarant") wishes to amend and restate the Second Amended and Restated CC&Rs; and

WHEREAS, the Declarant collectively own at least 10 Lots subject to the Declaration, and therefore, the undersigned Declarant may amend and restate the Second Amended and Restated CC&Rs upon Declarant's sole signature and without the assent of any other person pursuant to Section 1.3.2.

NOW, THEREFORE, the Declaration is hereby amended and restated as follows:

The following THIRD AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR THREE RIVERS RECREATIONAL AREA OWNERS ASSOCIATION (referred to herein as the "Declaration") is made this 20 day of July, 2011, by the Declarant. This Declaration supersedes and replaces the Second Amended and Restated Declaration of Covenants, Conditions, And Restrictions for Three Rivers Recreational Area Owners Association, the Original Declaration, and all amendments to the Original Declaration. Pursuant to this Declaration, all of the property described on Exhibit A to the Original Declaration and the First Amended And Restated Declaration 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 Person 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 that 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 Owners. - The development, marketing, and sale of the Lots are 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, cooperatives, 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, playground, picnic area, equestrian center, trails and paths (for hiking, horseback riding, biking and off-road motor vehicles), 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 of 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, without limitation, 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 eight (8) Lots that are subject to this Declaration and the Association is turned over to the Owners. The Declarant's right to amend this Declaration and any Plat under this Section 1.3.2 shall not be used to increase the amount of the annual assessment or to impose any special assessment.

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. 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 and/or devisees; (2) Gerald & Mary Sauer, and their heirs and/or devisees, (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 any one of the original Declarants 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.

1.3.4 **Declarant's Obligations.** The Declarant shall not overbuild the Common Areas with amenities in a manner that would necessitate an undue increase in the annual assessment in order to fund the maintenance of such amenities.

1.3.5 **Declarant's Non-Responsibility.** Except as specifically set forth in this Declaration, including section 1.3.4, the Declarant has no further obligations. In particular, the Declarant has no obligation and no responsibility to provide any type of maintenance for any roads on the Property, whether unpaved or paved. Furthermore, Declarant shall have no repair obligation or liability for any extraordinary damage to the roads, which shall be the responsibility of the party causing any extraordinary damage or the Association if the responsible party does not repair the damage in a timely fashion. In the event that the Association is called upon to repair extraordinary damage to the roads, the Association shall have the right to seek indemnity from the responsible party.

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 **Camping Cabins** means a detached Residential Unit as defined in Section 2.30 infra not connected to any other building which shall have a maximum footprint of no more than 900 square feet, excluding decks/patios, and no more than 1,200 square feet of total floor area, excluding decks/patios and which may not be used as a full time residential dwellings.

2.6 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.

2.7 Common Areas means that property, if any, included within the Property that is, from time to time, designated by the Board as common areas of Three Rivers Recreational Area, which 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.

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

2.9 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, playground, picnic area, equestrian center, trails and paths (for hiking, horseback riding, biking and off-road motor vehicles), 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.

2.10 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.

2.11 Condominium Unit means a Residential Unit within a Condominium.

2.12 Declaration means this Third Amended and Restated Declaration of Covenants, Conditions, and Restrictions for Three Rivers Recreational Area, as it may be hereafter amended or restated from time to time.

2.13 Declarant means David & Brenda Creagan ("Creagan"), and Gerald & Mary Sauer ("Sauer"), collectively and/or individually and any wholly owned entities of said David & Brenda Creagan and/or Gerald & Mary Sauer, either collectively and/or individually. In the event either Creagan or Sauer cease to own any lot in the subdivision, the last remaining Declarant, whether it be Creagan or Sauer, shall operate as the sole Declarant for the purpose of exercising and carrying out the rights of the Declarants contained herein. The above notwithstanding, those easements established in Section 1.3.3 supra will remain vested in both Creagan and Sauer.

2.14 Developer means David & Brenda Creagan, Gerald & Mary Sauer, John & Lauren Niemer, Dave & Terri Sauer, and Chad Rhorbaugh, collectively the party developing Three Rivers Recreational Area, and any successor Developer.

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

2.16 Fiscal Year means July 1 to June 30 each year.

2.17 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.

2.18 Lessee means the lessee of any Residential Unit Pad, as defined in Section 2.31 infra.

2.19 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.

2.20 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.

2.21 Multi-Family Lot means any Lot on which the Declarant has constructed, is constructing, or intends to construct multi-family Residential Units or Residential Units, as defined in section 2.30 infra, on a single parcel whether or not such units are severed from the land and considered a "Severed Improvement" as defined in section 2.33 infra, or are intended to become a Condominium, Cooperative, time share or fractional ownership, or any lot that contains Residential Unit Pads as defined in section 2.31 infra, on a single parcel. 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.

2.22 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.

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

2.24 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, or as otherwise required under any governing statutes,

one 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 representative.

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

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

2.27 President means the President of the Association, selected in accordance with Section 3.15.

2.28 Property means the real property in Skamania County, Washington legally described on Exhibit A to the Original Declaration, together with any real property annexed hereto pursuant to Sections 1.3.1 and 1.3.2.

2.29 Reserves means the 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.

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

2.31 Residential Unit Pad means any pad delineated on a Multi-Family Lot site plan for the purpose of designating an area where a Residential Unit can be constructed or placed.

2.32 Secretary means the Secretary of the Association, selected in accordance with Section 3.15.

2.33 Severed Improvement means buildings, improvements and/or Residential Units constructed on land that is separate from the ownership of the land.

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

2.35 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.

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

2.37 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.

2.38 Treasurer means the Treasurer of the Association, selected in accordance with Section 3.15.

2.39 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, a Washington nonprofit corporation. Nothing in this Declaration shall be construed to prohibit or restrict the formation of sub-associations within Three Rivers Recreational Area, including without limitation Condominium associations, multi-family associations, single-family associations, commercial associations, cooperatives, Camping Cabin associations, and neighborhood associations. All sub-associations shall still be subject to these CC&Rs, and 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, consistent with this Declaration, and filed with the Washington Secretary of State to be effective.

3.2 Membership. Each Owner and/or Lessee, by virtue of being an Owner and/or Lessee so long as such Owner and/or Lessee 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/or leased by a Lessee 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 federal, state, and local income and other 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, including, without limitation, the maintenance of all roads owned by the Association, and establish one or more reserve funds for such purposes. Road surfaces shall be maintained free of chuckholes, deterioration and degradation of the surface, and in a reasonable state of repair. Snow will be removed from main roads at the association's expense when roads have at least six inches of accumulated snow on the main roadway.

3.3.7 Adopt, 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. Without limiting the generality of the foregoing, the Association has the authority to authorize commercial uses on the Common Areas.

3.3.8 Obtain such policies of insurance, including but not limited to liability insurance for common areas and roads, as the Board may from time to time deem appropriate for the protection of the Association and the protections of common areas and improvements located thereon.

3.3.9 Compensate the President, the Secretary, and members of the ACC and CC, if any compensation is established pursuant to Section 3.13, 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, including, without limitation, the Common Areas.

3.3.15 Authorize short term or vacation rental of Residential Units on an individual basis, or the Board may establish a program in the form of a managed rental pool for short term or vacation rental of Residential Units.

3.3.16 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, and, if incorporated, those powers granted under Chapter 24.03, Revised Code of Washington (the Washington Nonprofit Corporation Act).

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 Reserves Administrative Control 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 after 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 eight (8) 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 Residential Units have been constructed on Multi-Family Lots 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 Residential Units are constructed on Multi-Family Lots. If less than eight (8) Residential Units on Multi-Family lots have been constructed 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 eight (8) or more Residential Units on Multi-Family Lots are constructed.

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 and the Lessees of any portion of any Multi-Family Lots. The meeting will be conducted pursuant to Section 3.4.7. Nominations for the Multi-Family Directors will be taken at the meeting. Each Owner of a Multi-Family Lot will have one vote for each Multi-Family Lot owned and one vote for each unleased camping cabin site on the Multifamily Lot. Each Lessee of a leasehold site will have one vote. The Multi-Family Directors shall be elected by a majority vote cast by those actually present or represented in proxy.

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 1,000 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, or, in the case of Multi-Family Lots a Meeting of the Owners and Lessees, for the purpose of electing Directors pursuant to this Section 3.4 shall be held at least annually and 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 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 attend meetings on a regular basis or to handle the affairs of the Board; or 4) any other act that 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 fiscal 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 fiscal year and the estimated receipts and expenses for the coming year. This meeting is open to all Owners and Lessees.

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. If the Board of Directors establishes a regular schedule of meetings at one of its Board meetings, then notice of such regularly scheduled meeting shall not be required.

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, except if a Director acts in the capacities provided for in Sections 3.13, 5.1, or 8.1.

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 that 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, the Secretary, and the Treasurer, all of whom shall be elected by the Board. The same person

shall not concurrently hold two positions. 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 at the meeting described in Section 3.8.1 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, the President 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 or a Lessee. 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 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 Treasurer. The Treasurer shall not be required to be a Director or an Owner or Lessee. The Treasurer 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 Treasurer shall perform all other duties incident to the office of Treasurer of the Association or as may be directed by the Board. The Treasurer shall perform all of the foregoing duties at the expense of the Association. The Treasurer shall be bonded.

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, the Treasurer 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. In the absence of such other designation by the Board, then the President shall have the authority to execute all such documents on behalf of the Association.

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 to the Owners or Lessees, 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 not be amended by the Directors except as may be specifically authorized under Chapter 64.38 or Chapter 24.03, of the Revised Code of Washington, as amended; otherwise, any Articles of Incorporation shall be amended in the manner in the Washington Nonprofit Corporation Act.

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 Single-Family Lot and as set forth in 4.1.3 for Commercial Lots and Multi-Family Lots, but that assessment may be increased or decreased pursuant to this Section 4.1. However, the annual assessment may not be increased for a period of five years from the date this Declaration is recorded. Any and all parcels currently owned by the Declarant and/or Developer will not be subject to any assessment as authorized by this CC&Rs, including but not limited to section 4.1.1, until said parcels are sold by the Declarant and/or Developer. In the event the Declarant or Developer reacquires a Single Family Lot or a Residential Unit Pad and/or Residential Unit for any reason and in any manner, including but not limited to foreclosure, deed in lieu of foreclosure and/or contract forfeiture, said Single Family Lots, Residential Unit Pad and/or Residential Units will not be subject to assessments until such Lot or Parcels are sold by the Declarant and/or Developer.

4.1.2 Assessments Based on Budget, Adjustments. The aggregate amount assessed pursuant to this Section 4 for any fiscal year shall be based upon the Association budget adopted by the Board for such fiscal year. At any time during a fiscal year, the Board may adjust the assessments for the remainder of such fiscal year based upon modifications to

the Association budget for such fiscal year. Following the end of each fiscal year, the Board shall re-compute the aggregate amount required to be assessed for such fiscal 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 fiscal year is less than the amount assessed during such fiscal 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 or the Lessees who paid assessments with respect to such fiscal year, in the manner provided in Section 4.1.5; and/or (iii) reduce the aggregate assessment for the following fiscal year by an amount equal to any or all of such excess.

4.1.3 Apportionment Among Lots. The amount of the annual assessments applicable to a Single-Family Lot for any fiscal year pursuant to Section 4.1.1 shall be apportioned to the Multi-Family and Commercial Lots in the manner provided in Section 4.2. The amount so apportioned 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 fiscal year; provided, however, that if a Lot's characterization changes during such fiscal 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 fiscal year accordingly, prorated to reflect the portion of such fiscal year remaining after the date of the change in ownership.

4.1.4 Billing. Assessments shall be paid annually. Each Owner shall pay the amount due by July 1 of each year, regardless of whether the Association mails notices of assessments to the Owners.

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 fiscal 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 fiscal 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 fiscal 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 fiscal 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 Apportionment to Other Lots. The amount of the annual assessment levied pursuant to Section 4.1.1 for a Single-Family Lot in any fiscal year shall be apportioned to the Multi-Family Lots and Commercial Lots based on the total number of Equivalent Single-Family Residential Unit Pads on each Multi-Family Lot and Commercial Lot: For a Multi-Family Lot, the total number of Equivalent Single-Family Residential Units shall be equal to

the total number of Residential Unit Pads on the Multi-Family Lot. For a Commercial Lot, the total number of Equivalent Single-Family 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. For any fiscal year, the annual assessment for a Multi-Family Lot or Commercial Lot shall be determined by multiplying the annual assessment for a Single-Family Lot by the number of Equivalent Single-Family Residential Units for such Multi-Family or Commercial Lot. For the purpose of interpreting this section, any lots that contain a Camping Cabin will be considered a Multi-Family Lot and be subject to the terms of this section.

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 repair or replacement of any Improvements that have been constructed in the Common Areas, if in excess of Reserves available for that purpose; or (ii) for any extraordinary expense of the Association. However, a special assessment may not be imposed for a period of five years from the date this Declaration is recorded. 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, Single-Family and Commercial 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 the Owner's 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 Owner's Lot and Lessee's Residential Unit Pad and improvement located thereon, 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 a

llowed 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 deed of trust encumbering such Lot and tax and governmental assessment liens. 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 deed of trust, 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.

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 Declarant shall serve in the capacity as the ACC until the Turnover Date as established in section 3.4.2. After the turnover meeting, the ACC shall consist of three members, who shall be 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. Upon appointment, the three committee members will elect a member by majority vote to serve as the ACC contact person ("ACC Administrator") and carry out the day-to-day and administrative functions of the ACC. Upon appointment all members of the Association will be provided the name and contact information of the ACC Administrator. All submissions for the ACC review per section 5.3 infra should be submitted to the ACC Administrator.

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 adopt 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 or T-111 siding shall be allowed on any Lot, and all structures must be of double-wall construction. 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. Clotheslines, 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. 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 \$300,000 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 that 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 to all state, county, and local 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 Department of Health codes or any local jurisdictional public health agency, or that is failing, are hereby declared to be a nuisance in violation of these CC&Rs. 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 both the Declarant and 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. If in the sole and subjective opinion of the Declarant the Declarant determines that any subdivision and/or short plat proposed by any owner does not promote and/or compliment or is inconsistent with the overall scheme of the Property, the Declarant may withhold approval.

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 adopted 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 maybe 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 that 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 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 365 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 or Commercial 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 therefore 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. In the event completion of an improvement is not completed per the applicable time period set forth herein this subsection, the Owner must apply and receive an extension of time to complete said improvements from the ACC. Said extension shall be set at the sole discretion of the ACC, but in no event will exceed and additional 180 days.

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 adopted 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 thereto (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 or unless the Board establishes a vacation rental program, in which case all short-term vacation rentals must be undertaken pursuant to such program. 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 or Residential Unit Pads, (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 Scotch Broom (aka Cytisus Scoparius) 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 blackberry vines 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 that 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.

6.4.4 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, during the home construction project as approved in advance by the ACC.

6.4.7 Improvements in Common Areas. No Improvement of any type shall be erected or maintained by any Owner or Occupant that trespasses or encroaches 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 louder than 74 decibels and be in compliance with Washington State Department of Labor and Industry (L&I) standards. Any generators previously installed prior to L & I implementing regulations limiting the enclosure of generators shall continue to be encased in 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 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, 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 or other use by the Declarant.

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 that 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.

6.4.20 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; 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 with all terms of the Landslide 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.

6.4.22 No Access to Rock Pit. Absolutely no access to the Rock Pit is allowed from any parcel lying within Three Rivers Recreational Area without express prior written permission from the owners of the rock pit.

6.4.23 Snow Removal. Snow removal and liability associated therewith is the responsibility of each Owner as to the Owner's respective Lot or Lots.

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 adopt 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 CC members must be an Owner or a Lessee. 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. The Association shall have a lien against an Owner or Occupant's Lot pursuant to Section 4.7 for any expenses, including costs and attorney fees, incurred in connection with any action described in the clauses (i), (iii), (iv), or

(v) of this section. 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 for 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 Owner does not comply with the Stop Order. 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 for independently verifying the accuracy of records 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. Arbitrators shall be 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 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.

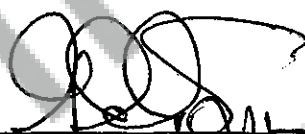
10.3 Cost. The fees and expenses of any arbitration shall be borne by the losing party. The prevailing party shall be entitled to recover the expense of its attorneys and experts as well as a reasonable amount for its own personnel time incurred in connection with any arbitration.

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 or jurisdiction to award any damages or any other remedies beyond those that 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 20 day of July, 2011.




DAVID CREAGAN



GERALD SAUER



BRENDA CREAGAN

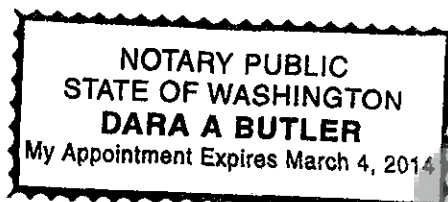


MARY SAUER

STATE OF WASHINGTON)
) ss.
 County of Clark)

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.

SUBSCRIBED and SWORN to before me this 20th day of July, 2011.

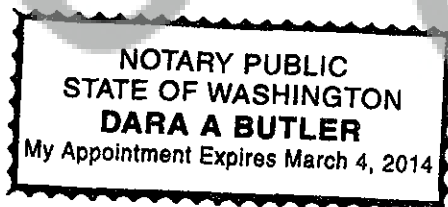


Dara A. Butler
 NOTARY PUBLIC FOR WASHINGTON
 My appointment expires: March 4, 2014

STATE OF WASHINGTON)
) ss.
 County of Clark)

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.

SUBSCRIBED and SWORN to before me this 20th day of July, 2011.

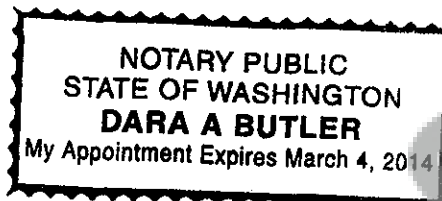


Dara A. Butler
 NOTARY PUBLIC FOR WASHINGTON
 My appointment expires: March 4, 2014

STATE OF WASHINGTON)
) ss.
 County of Clark)

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.

SUBSCRIBED and SWORN to before me this 20th day of July, 2011.

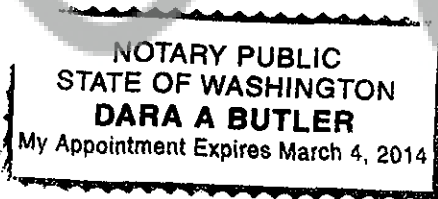


Dara A. Butler
 NOTARY PUBLIC FOR WASHINGTON
 My appointment expires: March 4, 2014

STATE OF WASHINGTON)
) ss.
 County of Clark)

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.

SUBSCRIBED and SWORN to before me this 20th day of July, 2011.



Dara A. Butler
 NOTARY PUBLIC FOR WASHINGTON
 My appointment expires: March 4, 2014

EXHIBIT "A"

(Property in 3 Rivers Recreational Area Owners Association)
The following described property in Skamania County Washington

TAX PARCEL NUMBER	DESCRIPTION
07062310030100	Ang ry Lady SP Lot 1
07062310030200	Ang ry Lady SP Lot 2
07062310030300	Ang ry Lady SP Lot 3
07062310030000	Ang ry Lady SP Lot 4 (east)
07062310040100	Nierner SP Lot 1
07062310040200	Nierner SP Lot 2
07062310040300	Nierner SP Lot 3
07062310010100	Dave Creagan SP Lot 1
07062310010200	Dave Creagan SP Lot 2
07062310020100	Brenda Creagan SP Lot 2
07062310060100	Pine Tree SP Lot 1
07062310060200	Pine Tree SP Lot 2
07062310060300	Pine Tree SP Lot 3
07062310060000	Pine Tree SP Lot 4
07062310050100	Pine Cone SP Lot 1
07062310050200	Pine Cone SP Lot 2
07062310050300	Pine Cone SP Lot 3
07062310050000	Pine Cone SP Lot 4
07062310070100	Pine Needle SP Lot 1
07062310070200	Pine Needle SP Lot 2
07062310070300	Pine Needle SP Lot 3
07062310070000	Pine Needle SP Lot 4 (east)
07062310080100	Pine Squirrel SP Lot 1
07062310080200	Pine Squirrel SP Lot 2
07062310080300	Pine Squirrel SP Lot 3
07062310010100	Pine Nut SP Lot 1
07062310010200	Pine Nut SP Lot 2
07062340010300	Pine Nut SP Lot 3
07062340010000	Pine Nut SP Lot 4
07062340020100	Pine Marten SP Lot 1
07062340020200	Pine Marten SP Lot 2
07062340020300	Pine Marten SP Lot 3
07062340020000	Pine Marten SP Lot 4
07062340030100	Pine Boulder SP Lot 1
07062340030200	Pine Boulder SP Lot 2
07062340030300	Pine Boulder SP Lot 3
07062340030000	Pine Boulder SP Lot 4
07062400040100	Loowit SP Lot 1
07062400040200	Loowit SP Lot 2

EXHIBIT "A"

(Property in 3 Rivers Recreational Area Owners Association)
The following described property in Skamania County Washington

TAX PARCEL NUMBER	DESCRIPTION
07062400040300	Loowit SP Lot 3
07062400040000	Loowit SP Lot 4
07062400030000	Sauer Rock Pit
07062400050100	Eagle Cliff SP Lot 1
07062400050200	Eagle Cliff SP Lot 2
07062400050300	Eagle Cliff SP Lot 3
07062400050000	Eagle Cliff SP Lot 4
07062400010100	Fortin SP Lot 1
07062400010200	Fortin SP Lot 2
07062400010300	Fortin S P Lot 3
07062400010000	Fortin SP Lot 4
07062400070100	Two River SP Lot 1
07062400070200	Two River SP Lot 2
07062400070000	Two River SP Lot 3
07062400020100	Sauer SP Lot 1
07062400020200	Sauer SP Lot 2
07062400020300	Sauer SP Lot 3
07062400020000	Sauer SP Lot 4
07062400060100	Island SP Lot 1
07062400060200	Island SP Lot 2
07062400060300	Island SP Lot 3
07062400060000	Island SP Lot 4