

Skamania County, WA  
Total: \$368.50  
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Request of: CLARK COUNTY TITLE



AFTER RECORDING, RETURN TO:  
CALWSR  
PO Box 2204  
White Salmon, WA 98672

Skamania County  
Real Estate Excise Tax

N/A

NOV 20 2024

PAID

N/A

Skamania County Treasurer  
*[Signature]*

Space Above for Recorder's Use Only

**Document Title:** Declaration of Covenants, Conditions, and Restrictions  
for the Community Association of the Lower White Salmon River

**Reference Documents:** N/A

**Declarant:** Cabin Owners of Northwestern Lake Association

**Association:** Community Association of the Lower White Salmon River

**Seller (current owner):** PacifiCorp

**Abbreviated Legal:** PACIFIC CORP. N.W. LAKE CABIN LOT SURVEY, LOCATED  
IN THE EAST 1/2 AND THE SW 1/4 OF SECTION 3 AND IN  
THE NORTH 1/2 OF SECTION 2 T.3N., R. 10E., W.M. AND IN  
THE SW 1/4 OF THE SE 1/4 OF SECTION 35, T.4N., R.10E.,  
W.M. SKAMANIA COUNTY AND KLINKITAT COUNTY,  
STATE OF WASHINGTON

**Legal Descriptions:** See *Schedule A*, pages 19 - 46 of this document.

**Assessor's Parcel #'s:** See *Schedule A*, pages 47 - 49 of this document.

**DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS**  
*for the*  
**COMMUNITY ASSOCIATION OF THE LOWER WHITE SALMON RIVER**

This Declaration of Covenants, Conditions, and Restrictions (“**Declaration**”) for the Community of the Lower White Salmon River is made as of November 5, 2024 by the Cabin Owners of Northwestern Lake Association, a Washington nonprofit corporation (“**Declarant**”), with the consent of PacifiCorp, an Oregon corporation (“**Seller**”).

**BACKGROUND**

WHEREAS, Seller owns certain real property located in Skamania and Klickitat Counties, comprised, in part, of forty-seven (47) cabin sites and five (5) infrastructure lots (collectively, the “**Properties**”), more thoroughly described in the attached *Schedule A – Community Lots*, and *Schedule B – Community Map*.

WHEREAS, Seller has entered or will enter into purchase and sale agreements to sell the Properties to Declarant’s members, lessees of cabins on the Properties.

WHEREAS, Declarant, with the approval of its members and consent of the Seller, wishes to establish a plan for the use of the Properties subject to the covenants, conditions, and restrictions set forth in this Declaration.

WHEREAS, pursuant to the Articles of Incorporation attached in *Schedule C*, Declarant has incorporated the Community Association of the Lower White Salmon River (the “**Association**”), a Washington nonprofit corporation, to have and exercise the rights and duties and to perform the functions set forth in this Declaration which include, without limitation: adopting, amending, or otherwise updating this Declaration, Bylaws, and Rules & Regulations (all as defined herein); and determining compliance with the foregoing.

WHEREAS, for convenience of the above referenced transactions, Seller has agreed to record this Declaration against the Properties prior to conveying the Properties to the Owners.

NOW, THEREFORE, Declarant adopts, establishes, and imposes the following covenants, conditions, and restrictions on the Properties and declares that the Properties are and shall be held, transferred, sold, conveyed, and occupied subject to such covenants, conditions, restrictions, and easements set forth herein, all of which shall be binding on all parties having any right, title, or interest in the Properties or any part thereof, and shall inure to the benefit of each Owner and the Association, and shall otherwise in all respects be regarded as covenants running with the land.

**DECLARATION**

1. **Defined Terms.** For the purposes of this Declaration, the following words or phrases have the meanings as set forth below:

1.1. “**Applicable Laws**” means any present or future law, statute, ordinance, regulation (including zoning ordinances and regulations), code, building code, judgment, injunction, arbitration award, order, rule, directive, proclamation, decree, common law, or other requirement, ordinary or extraordinary, foreseen or unforeseen, of the federal or any state or local governmental,

or any political subdivision, arbitrator, department, commission, board, bureau, agency, or instrumentality thereof, or of any court or other administrative, judicial or quasi-judicial tribunal or agency of competent jurisdiction, or of any other public or quasi-public authority or group, having jurisdiction over the Properties, and any reciprocal easement, covenant, restriction, or other agreement, restriction, or easement of record affecting the Properties as of the date of this Declaration or thereafter.

1.2. **“Articles of Incorporation”** means the Articles of Association of the Association filed on September 5, 2024 with the Washington Secretary of State Corporations & Charities Division.

1.3. **“Association”** means the Community Association of the Lower White Salmon River, a nonprofit corporation organized under the laws of the State of Washington, its successors, and assigns.

1.4. **“Association Documents”** means all the documents relating to the creation, regulation, operation, and administration of the Association, including but not limited to: the Articles of Incorporation, this Declaration, the Bylaws, and the Rules & Regulations.

1.5. **“Bylaws”** means the bylaws of the Association, as amended from time to time, the current form of which is attached as *Schedule D*.

1.6. **“Bad Acts”** means a mistake of judgment, whether negligent or otherwise, except for: individual gross negligence, willful misfeasance or malfeasance, misconduct, bad faith, intentional wrongful acts, and approval of actions that violate the provisions of the Association Documents.

1.7. **“Board”** means the board of directors of the Association.

1.8. **“City”** means the City of White Salmon or any other city subsequently incorporated, that includes a portion of the Properties.

1.9. **“Community”** means the Community of the Lower White Salmon River.

1.10. **“County”** means Klickitat, Skamania, or both, whichever is applicable under the circumstances.

1.11. **“Declarant”** has the meaning set forth in the Preamble, together with its successors and assigns, to whom rights and powers reserved herein to Declarant expressly are conveyed or assigned by operation of law.

1.12. **“Declaration”** means this Declaration of Covenants, Conditions, and Restrictions for the Lower White Salmon River Community, and all amendments and schedules thereto recorded in the office of the county clerk of Klickitat and Skamania Counties, Washington.

1.13. **“Effective Date”** means the date this Declaration is recorded with the County.

1.14. **“Environmental Laws”** means and includes all Applicable Laws relating to pollution or protection of human health, wildlife, natural resources, or the environment (including ambient air, surface water, ground water, land surface, or subsurface strata) including such laws governing or regulating the use, generation, storage, removal, remediation, recovery, treatment, handling, transport, disposal, control, release, discharge of, or exposure to, hazardous materials.

Without limiting the generality of the foregoing, Environmental Laws include the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. Sections 9601 to 9675, the Resource Conservation and Recovery Act, 42 U.S.C. Sections 6901 to 6992k, the Toxic Substances Control Act, 15 U.S.C. Section 2601s to 2629, the Clean Water Act, 33 U.S.C. Sections 1251 to 1275, the Hazardous Materials Transportation Act, 49 U.S.C. Sections 5101 to 5128, the Clean Air Act, 42 U.S.C. Sections 7401 to 7431, the Safe Drinking Water Act, 42 U.S.C. Sections 300f to 300j26, the Occupational Safety and Health Act, 29 U.S.C. Chapter 15, the Federal Water Pollution Control Act, 33 U.S.C. Sections 1251 to 1387, the Federal Insecticide, Fungicide and Rodenticide Act, 7 U.S.C. Sections 136 to 136y, and the River and Harbors Appropriation Act, 33 U.S.C. Section 403, and all regulations adopted thereunder and all state and local analogs. In addition to the foregoing, Environmental Laws also means and includes all voluntary cleanup programs and/or brownfields programs under federal, state, or local law and all requirements imposed by any related permit.

1.15. **“Governmental Entity” or “Governmental Entities”** means the City, the County, the State (defined below), and any agency or department thereof and the United States of America and any agency or department thereof.

1.16. **“Improvement(s)”** means any and all changes to the Properties, from initial construction through later construction or maintenance, which are intended to be temporary or permanent in nature (other than changes made during a period of construction which will be removed when the period is complete), including, but not limited to, new Structures, changes to building exteriors and exterior roofs, parking areas, loading areas, vehicle circulation lanes and parking, exterior lighting, sculptures, sidewalks, fences, walls, railings, ramps, stairways, storage shelters, decks, awnings, Landscaping (defined below), poles, antennae, ponds, lakes, fountains, swimming pools, tennis or athletic courts, signs, any public or private utility lines, pipes, sewers, ducts, chutes, conduits, wires, grading, excavation, fill work, changes in exterior color or shape, glazing or reglazing of exterior windows, and any new exterior construction or exterior Improvement which may not be included in any of the foregoing. Improvements include both original improvements and all later changes and improvements, and include any installation, construction, remodeling, replacement, refinishing, addition, or alteration of any of the foregoing.

1.17. **“Improvement Guidelines”** means a set of written standards to serve as a guide for Owners in the planning and construction of Improvements and as a guide for the Board in reviewing and approving or disapproving plans and specifications for Improvements based on the Improvement Standards.

1.18. **“Improvement Standards”** means those requirements or restrictions, if any, related to Improvements.

1.19. **“Loss” or “Losses”** means debts, expenses, losses, and liabilities (including court costs and reasonable attorneys' fees incurred by or imposed in connection with such proceeding).

1.20. **“Lot” or “Lots”** means any parcel of land shown on any recorded map or included in any recorded list of the Properties, together with Improvements thereon, including Shared Infrastructure Lots.

1.21. **“Member” or “Members”** means any Owner that is a member of the Association and has not withdrawn.

1.22. **"Member(s) in Good Standing"** means a Member who: (a) has, at least ten (10) days before the taking of any vote by the Association, fully paid all Membership Fees; (b) has not committed an uncured Violation; and (c) has discharged all other obligations to the Association and other Owners required by the Association Documents.

1.23. **"Membership Fees"** means the fees paid by Owners to the Association to be a Member in Good Standing.

1.24. **"Owner(s)"** means and refers to the owner of record, whether one or more Persons, of a fee simple title to any Lot which is a part of the Properties.

1.25. **"Person(s)"** means any individual, company, corporation, partnership, firm, trustee, or other legal entity, and all respective heirs, successors, and assigns.

1.26. **"Plans"** means any or all concept design plans, preliminary plans, and final plans for an Improvement proposed to be constructed or installed on a Lot.

1.27. **"Properties"** has the meaning set forth in the Background. The term Properties shall include such additional tracts that, from time to time, are subjected to the provisions of this Declaration and shall not include any tracts that, from time to time, are withdrawn, as provided under this Declaration.

1.28. **"Residence"** shall mean and refer to habitable buildings on any Lot.

1.29. **"Restrictions"** means all conditions, covenants, restrictions, easements, and other obligations created by or imposed on the Properties or any Owner by this Declaration.

1.30. **"Road Maintenance Agreement(s)"** means a Road Maintenance Agreement executed between Owners with a Shared Driveway or Shared Road.

1.31. **"Rules & Regulations"** mean those rules and regulations adopted by the Association (if any), as amended from time to time, the current form of which is attached as *Schedule E*.

1.32. **"Shared Driveway(s)"** means a driveway, as defined by Applicable Laws, that serves more than one Lot.

1.33. **"Shared Infrastructure"** means infrastructure, such as a well, leach field, solar panels, generator, or septic tank, that is shared by multiple Owners.

1.34. **"Shared Road(s)"** means a road, as defined by Applicable Laws, that serves more than one Lot.

1.35. **"Shared Infrastructure Lot(s)"** means a Lot containing Shared Infrastructure.

1.36. **"State"** means the State of Washington.

1.37. **"Street"** or **"Streets"** means any land located within an easement or a right-of-way in or adjacent to the Properties now or at any time hereafter dedicated to any Governmental Entity for public use as a roadway for motor vehicles.

1.38. **"Structure(s)"** means any object or thing the placement of which may affect the appearance of any Lot, including, but not limited to, any building, outbuildings, garage, porch,



shed, deck, fence, curbing, paving, landscaping, or any other temporary or permanent Improvement to such Lot.

1.39. **"Supermajority Vote of the Members"** means an affirmative vote of at least sixty-seven percent (67%) of the Members in Good Standing.

1.40. **"Violation(s)"** means an Owner's breach or violation of this Declaration or the Association Documents, as determined by the Board and evidenced by a Violation Notice.

1.41. **"Violation Notice"** means a written notice issued by the Board to an Owner who has committed a Violation that contains, with reasonable specificity, how the Owner can cure the Violation.

## 2. **PURPOSES**

The purposes of this Declaration are to: (a) promote the orderly use of the Properties; (b) restrict certain uses of the Properties; (c) establish a framework for the adoption and enforcement of Rules & Regulations and/or Improvement Standards; (d) provide for certain maintenance standards of the Properties; (e) provide basic obligations relating to Shared Infrastructure Lots (as defined herein); and (f) to enhance and protect the value, desirability and attractiveness of the Properties for the benefit of all Owners and their heirs, successors, grantees and assigns.

## 3. **ASSOCIATION**

3.1. **Powers of the Association.** The Association shall have and exercise the rights and shall perform the functions of the Association for the benefit of, and as agent for, the Members, as set forth in this Declaration. The Association shall be responsible for administering and Determining Violations of the Restrictions, and shall perform its functions in accordance with the Association Documents and Applicable Laws.

3.2. **The Board.** The Association shall be governed by the Board which shall be elected in accordance with the Bylaws. The size and composition of the Board, its method of election, and its duties and authorities shall be as provided in the Bylaws and this Declaration. All members of the Board shall be Owners or employees, agents, or officers of Owners. The Board shall exist and function for the benefit of the Community, Association, and the Members.

3.3. **Access Easement.** The Association (along with each Owner) is a holder of that certain easement relating to that certain land adjacent to the Community (the **"Access Easement"**). Such easement expressly appoints the Association as the point of contact for the Easement, authorizing the Association to communicate on behalf of the Community. In carrying out such duty, the Board shall obtain at least a majority vote of the Members before agreeing to any amendment or modification to the Access Easement.

## 4. **MEMBERSHIP**

4.1. **Membership Not Required.** Owners are not required to be Members. A Member may, at any time, opt out of being a Member by notifying the Board in writing that it wishes to withdraw as a Member from the Association. However, for the avoidance of doubt, all Restrictions are binding on the Lot, regardless of the Owner's status as a Member.

4.2. **Membership Eligibility.** To be eligible to be a Member, a Person must be an Owner. When an Owner is more than one natural person, all such natural persons shall be eligible

to be Members. If an Owner is an entity, the entity shall be the Member. All Owners eligible for membership will be considered Members unless and until they withdraw or are terminated by the Board in accordance with the Association Documents. Eligibility for membership in the Association is appurtenant to, and cannot be separated from, ownership of a Lot. For the avoidance of doubt, Owners of Shared Infrastructure Lots are not eligible for separate membership based on their status as an Owner of a Shared Infrastructure Lot.

4.3. **Membership Voting.** To be eligible to vote, Members must be a Member in Good Standing. Voting shall occur in accordance with, and as specified in, the Bylaws.

## 5. **MEMBERSHIP FEES**

5.1. **Membership Fees.** Pursuant to the Bylaws, the Board shall determine reasonable Membership Fees on an annual basis.

5.2. **Membership Fees Optional.** Owners are not required to pay Membership Fees, but payment of Membership Fees are necessary to remain a Member in Good Standing.

5.3. **Use of Membership Fees.** In general, the Board is empowered to cause the Association, among other things permitted in the Association Documents, to expend Association funds to accomplish the Association's purpose.

## 6. **MEETINGS**

Meetings shall be conducted in accordance with the Bylaws.

## 7. **LOT COVENANTS, CONDITIONS, AND RESTRICTIONS**

7.1. **Compliance with Applicable Laws.** Each Owner, occupant, or other user of any portion of the Properties shall comply with this Declaration and with any and all Applicable Laws, except where a Government Entity has made an exception or approved alternative compliance.

7.2. **Fire Protection.** Each Owner, occupant, or other user of any portion of the Properties shall comply with Applicable Laws relating to fire protection, except where a Government Entity has made an exception or approved alternative compliance. Owners may be required to implement roadway improvements to safely accommodate emergency response vehicle ingress and egress. Such improvements will be based on site-specific conditions, as negotiated with the County.

7.3. **Environment.** Each Owner, occupant, or other user of any portion of the Properties shall comply with all Environmental Laws.

7.4. **Prohibited Activities.** No dangerous, noxious, or nuisance activities or any activities which violate any Applicable Laws shall be conducted or permitted to occur by any Owner or its agents, employees, contractors, occupants, or invitees on any portion of the Properties.

7.5. **General Maintenance.** Each Lot and Residence shall be kept free of unsightly or unsafe accumulations of: litter, junk, containers, equipment, building materials, and other debris.

7.6. **Road Maintenance Agreements.** All Owners served by a Shared Driveway or Shared Road must, within one-hundred and twenty (120) days from the Effective Date, negotiate and execute a Road Maintenance Agreement with all other Owners served by such Shared

Driveway or Shared Road (as specified in *Schedule A*), whereby all served Owners are obligated to pay an equitable share (as determined by a majority of the served Owners) of the maintenance costs to ensure the road is maintained in a safe condition so as to allow for the free and reasonable passage of vehicular traffic, as may be reasonable and necessary for parties to have full and free access to their Lots. Once executed, the Road Maintenance Agreement shall be recorded by the served Owners and shall run with the land and be binding on all subsequent Owners. Any right, title, or interest thereto shall be owned, held, leased, sold, and conveyed subject to the Road Maintenance Agreement.

**7.7. Rules & Regulations.** In addition to the above, the Rules and Regulations shall function as additional covenants, conditions and restrictions. The Board may present the Members with recommendations for additional Rules & Regulations in accordance with the Bylaws. The Association may amend or adopt new Rules and Regulations only by a Supermajority Vote of the Members.

**7.8. CONFLICT WITH THIS DECLARATION.** IN SOME INSTANCES, GOVERNMENTAL REQUIREMENTS MAY BE MORE OR LESS RESTRICTIVE THAN THE PROVISIONS OF THIS DECLARATION. IF A CONFLICT EXISTS BETWEEN ANY GOVERNMENTAL REQUIREMENT AND ANY REQUIREMENT UNDER THIS DECLARATION OR THE DEVELOPMENT GUIDELINES, THE MOST RESTRICTIVE REQUIREMENT SHALL PREVAIL, EXCEPT IN CIRCUMSTANCES WHERE COMPLIANCE WITH A MORE RESTRICTIVE PROVISION OF THE DECLARATION WOULD RESULT IN A VIOLATION OF MANDATORY APPLICABLE GOVERNMENTAL REQUIREMENTS, IN WHICH CASE THOSE GOVERNMENTAL REQUIREMENTS SHALL APPLY. COMPLIANCE WITH MANDATORY GOVERNMENTAL REQUIREMENTS WILL NOT RESULT IN THE BREACH OF THIS DECLARATION EVEN IF SUCH COMPLIANCE COULD OTHERWISE RESULT IN NONCOMPLIANCE OF PROVISIONS UNDER THIS DECLARATION. WHERE A GOVERNMENTAL REQUIREMENT DOES NOT CLEARLY CONFLICT WITH THE PROVISIONS OF THIS DECLARATION BUT PERMITS ACTION THAT IS DIFFERENT FROM THAT REQUIRED BY THIS DECLARATION, THE PROVISIONS OF THIS DECLARATION SHALL PREVAIL.

**7.9. Delegation of Use.** In the event an Owner rents, leases, or otherwise delegates the use of their Residence or Lot, a copy of the Association Documents shall be made available to such person(s), and each Owner shall be jointly and severally responsible for any Violations committed by such tenants or invitees.

## **8. SHARED INFRASTRUCTURE LOTS**

**8.1. Ownership.** Ownership of a Shared Infrastructure Lot shall at all times be held as tenants in common by the Owners of the benefited Lots, in equal proportion based on the number of benefited Lots. Shared Infrastructure Lots and their respective benefited Lots are specified in *Schedule A*. Such ownership interest shall be included on any deed associated with a benefited Lot. Except as explicitly stated herein, interest in a Shared Infrastructure Lot may not be alienated from an Owner's ownership in a benefited Lot and shall automatically transfer to subsequent benefited Lot owners. In the event that, pursuant to a transfer of a benefited Lot, such deed or instrument fails to include the interest in the Shared Infrastructure Lot, the parties shall promptly remedy the



record by recording any necessary documents to ensure that the subsequent owner's interest includes the applicable interest in the Shared Infrastructure Lot.

8.2. **TIC Agreements.** All Owners with an interest in a Shared Infrastructure Lot must, within one-hundred and twenty (120) days from the Effective Date, negotiate and execute a Tenants in Common Agreement with all Owners having an interest in such Shared Infrastructure Lot. Such agreement must stipulate that all Owners having an interest in such Shared Infrastructure Lot are obligated to pay a proportionate share of the property taxes and maintenance costs associated with the Shared Infrastructure Lot. The Tenants in Common Agreement must be recorded with the County.

8.3. **Share Infrastructure Agreement(s).** In conjunction with the Tenants in Common Agreement, all Owners with an interest in a Shared Infrastructure Lot must, within one-hundred and twenty (120) days from the Effective Date, negotiate and execute other agreement(s) to address the ownership and maintenance of their Shared Infrastructure. For example, the Owners of a Shared Infrastructure Lot with a well must negotiate and execute a Shared Well Agreement.

8.4. **Good Faith Negotiation.** In negotiating and executing agreements related to Shared Infrastructure Lots, all Owners shall negotiate promptly and in good faith, and refrain from making unreasonable demands. Any member found not promptly communicating, stalling, or negotiating in bad faith shall be considered in violation of this Declaration.

8.5. **Recording.** Once executed, the Tenants in Common Agreement and any other agreement applicable to the Shared Infrastructure shall be recorded with the County by the applicable Owners, and shall run with the land, and be binding on all subsequent Owners. Any right, title, or interest thereto shall be owned, held, leased, sold, and conveyed subject to such agreements.

8.6. **No Development.** No Improvements, Residences, or Structures of any kind may be placed on a Shared Infrastructure Lot, except as strictly required for the maintenance or improvement of Shared Infrastructure.

8.7. **No Storage.** No Person may store any personal property or other items on a Shared Infrastructure Lot.

8.8. **Lot Maintenance.** A Shared Infrastructure Lot must, at all times, be maintained by its Owners in the same manner as any other Lot.

8.9. **Access Easement.** All Owners with an interest in a Shared Infrastructure Lot shall have the ongoing right to enter the Shared Infrastructure Lot for purposes of inspecting and maintaining the Shared Infrastructure.

8.10. **Compliance with Other Laws.** All Owners with an interest in a Shared Infrastructure Lot must, within one-hundred and twenty (120) days from the Effective Date, also cause their Shared Infrastructure to come into compliance with Washington State Department of Ecology requirements related to well licenses logs, and the Washington Department of Health's "Group Water System Design Guidebook."

8.11. **Termination; Transfer.** In the event that an Owner with an interest in a Shared Infrastructure Lot is no longer served by the Shared Infrastructure, as determined by such Owner, they may, but are not obligated to, notify the other benefited Owners that they wish to relinquish

or transfer their ownership interest in the Shared Infrastructure Lot and be removed from all Agreements related to the Shared Infrastructure Lot. Such Owner may only transfer, for consideration or not, their interest in the Shared Infrastructure Lot to another Owner holding an interest in the same Shared Infrastructure Lot. If no Owner holding an interest in the same Shared Infrastructure Lot is willing to receive such interest, the Owner seeking to dispose of the interest may terminate such interest, in which case all remaining interests in the Shared Infrastructure Lot shall be increased *pro rata*. The other Owners with an interest in the Shared Infrastructure Lot shall cooperate by executing and recording any such documents reasonably necessary to effectuate such transaction. The affected Owners shall notify the Association of such changes, and the Board shall record and update *Schedule F*.

**8.12. Removal of Designation as a Shared Infrastructure Lot.** Regardless of anything the contrary agreed to by Owners holding an interest in a Shared Infrastructure Lot, the Restrictions applicable to Shared Infrastructure Lots shall remain in effect unless and until the Board approves the removal of the Shared Infrastructure Lot designation, which it may do in its sole discretion. An application for the removal of Shared Infrastructure Lot designation must be made in writing by all Owners holding an interest in such Shared Infrastructure Lot. The Board may approve the removal of the Shared Infrastructure Lot designation under any circumstances that it deems justified. Examples of such justifications include (but are not limited to): the Shared Infrastructure is no longer utilized by the Owners holding an interest in a Shared Infrastructure Lot; or only one remaining Owner holds an interest in a Shared Infrastructure Lot. If the Board approves the removal of the designation of a Lot as a Shared Infrastructure Lot, then the Restrictions applicable to Shared Infrastructure Lots shall no longer apply and the Board shall record updated schedules reflecting such change.

**8.13. No Residential Development on Shared Infrastructure Lots.** There shall be no residential development of any kind permitted on land that is or was ever designated as a Shared Infrastructure Lot; nor shall such land be considered in determining whether proposed development on an adjacent lot meets setback, minimum lot size, or other similar requirements.

## **9. IMPROVEMENT STANDARDS & GUIDELINES**

**9.1. Improvement Standards.** If approved by a Supermajority Vote of the Members, the Association may adopt Improvement Standards. Such Improvement Standards will be incorporated herein as *Schedule F* as shall be considered a part of the Association Documents.

**9.2. Improvement Guidelines.** If such Improvement Standards are adopted by the Association, the Board will create and distribute Improvement Guidelines to all Owners that reflect the Improvement Standards.

## **10. ASSOCIATION EASEMENT**

The Board shall have an easement for full right of ingress and egress at all times over and on the Properties for the exercise of rights under this Declaration and for the carrying out by the Board of their other rights, functions, duties, and obligations set out in this Declaration. Any such entry by the Board on the Properties shall be made with as minimum inconvenience to the affected Owner as is practicable.

## 11. VIOLATIONS; ENFORCEMENT.

11.1. **Violation Determinations.** The Board shall have the sole authority to determine Violations. The Board's process for determining Violations shall be made in accordance with the Bylaws. The Board's Violation determinations shall be considered binding and conclusive. Enforcement of a Violation is limited to the following enforcement actions:

11.1.1. **By the Association.** In the event a Violation is not cured, as specified in the Violation Notice, the Association may, but is not obligated to, terminate the Owner's status as a Member. In addition, the Association may, *but is not obligated to*, take formal legal action, in accordance with Section 13.19, to enforce such Violation. The Board shall determine, in its sole discretion, and without liability to Owners, whether and when to take formal legal action to enforce a Violation. The Association may *not* assess monetary penalties against an Owner for a Violation or lien an Owner's Lot. For the avoidance of doubt, the foregoing restrictions do not prohibit the Association from seeking monetary damages resulting from a Violation, or placing a lien on a Lot in furtherance of collecting a judgment obtained by the Association.

11.1.2. **By a Member.** In addition to the Association's right to enforce Violations, any Owner (or group thereof) may independently bring formal legal action, in accordance with Section 13.19, to enforce an uncured Violation. Before bringing such action, the Member must give the Owner who committed a Violation at least fifteen (15) days advance written notice of the Member's intent to bring formal action. For the avoidance of doubt, the Board has the sole authority to determine whether a Violation has occurred; Owners may not independently make Violation determinations and Owners may not bring enforcement actions absent a Violation determination made by the Board. If an Owner seeks to enforce a Violation against another Owner, the Association and Board have no obligation to reimburse that Owner for costs and expenses incurred in such enforcement action.

11.2. **Remedies.** Enforcement may be made by any proceedings at law or in equity against any Person committing a Violation either to restrain or enjoin the Violation or to recover damages. Damages may not be deemed adequate compensation for any Violation, and the Association and each Owner shall be entitled to relief by way of injunction, as well as any other remedy either at law or in equity. The rights, powers, and remedies provided in this Declaration shall be cumulative and not restrictive of other remedies at law or in equity, and the exercise by a Person of any particular right, power, or remedy shall not be deemed an election of remedies or to preclude such Person's resort to other rights, powers, or remedies available to it.

11.3. **Notice to Mortgagees.** The holder of a mortgage of any interest in a Lot shall be furnished with written notification from the Association of any Violation by the respective Owner or tenant of that Lot in the performance of obligations set forth in this Declaration if the Association has been furnished, in writing, a name and address of such mortgage holder and a request to receive such notification. Cure by said mortgage holder within the times herein provided Owner shall be accepted. No Violation by an Owner or a tenant of a Lot under any provision of this Declaration shall affect any existing lien or mortgage on that Lot. A mortgagee shall not be liable for Membership Fees made with respect to a Lot during any period; its only interest in the Lot is that of mortgagee.

11.4. **Certificate of Compliance.** Within twenty (20) days of the Association's receipt of a written request by an Owner who has fully and timely complied with this Declaration, the Association shall deliver to such Owner a written certificate of such compliance in recordable form, and such certificate shall be conclusive evidence of such compliance.

## 12. **LIMITATION OF LIABILITY AND INDEMNIFICATION**

12.1. **Limitation of Liability.** No Member, Owner, Board member, officer, or representative of the Association shall be personally liable for debts, expenses, losses, or liabilities of the Association. The Board members, and the officers of the Association shall not be liable for any Bad Acts. The Board members, and officers (if any) shall have no personal liability with respect to any contract or other commitment made by them, in good faith, on behalf of the Association. The Association shall have the right to purchase and maintain directors' and officers' liability insurance on behalf of any Member who is or was a Board member or officer of the Association against any liability asserted against it and incurred by it in such capacity, or arising out of its status as such.

12.2. **Indemnification.** The Association shall indemnify, defend, save, and hold harmless Board members and officers (if any) of the Association from any and all Losses to others on account of any such contract or commitment (to the extent not covered by insurance proceeds). In addition, each Board member and each officer of the Association shall be indemnified, defended, saved, and held harmless by the Association from any Loss to others (to the extent not covered by insurance proceeds) by reason of having served as such Board member or as such officer and against all Losses incurred at the time it was a Board member or officer, subject to any provisions regarding indemnity contained in the Association Documents, except in cases wherein the Loss or Losses arise from a proceeding in which such Board member or such officer is adjudicated guilty of Bad Acts (THIS INDEMNITY IS INTENDED TO AND DOES COVER LIABILITIES RESULTING FROM THE NEGLIGENCE OF THE BOARD MEMBERS OR THE OFFICERS OF THE ASSOCIATION). In the event of a settlement of any such proceeding, the indemnification provided hereby shall apply only when the Board approves such settlement and reimbursement as being in the best interests of the Association. Any right to indemnification provided for herein shall not be exclusive of any other rights to which a Board member or officer, or former Board member or officer, may be entitled.

12.3. Under no circumstances shall Seller be held liable for, and the Association shall indemnify, defend, save, and hold harmless Seller and Seller's officers, directors, and employees for any Loss or Losses which arise from this Declaration.

## 13. **MISCELLANEOUS PROVISIONS**

13.1. **Not a Statutory Arrangement.** This Declaration is not intended to create a "common interest community," as defined by RCW 64.90, the Washington Uniform Common Interest Ownership Act (WUCIOA).

13.1.1. **Rationale.** Support for this conclusion includes, but is not limited to, the following: (a) the Properties have no common elements, common expenses, or common expense liabilities; (b) Owners are not required to be Members of the Association; (c) Owners are not required to pay a share of real estate taxes, insurance premiums, maintenance, or improvement of, or services or other expenses related to, common elements, or other real estate with the Properties



(except for as permitted under RCW 64.90.115, as described below); and (d) the Association does not have the authority to levy assessments on Owners or place liens on the Lots.

**13.1.2. Share Infrastructure Lots are Exempt.** Further, the obligations herein applicable to Share Infrastructure Lots, Shared Roads, or Shared Driveways do not create a common interest community because RCW 64.90.115 exempts obligations associated with “a party wall, driveway, well, or other similar use.”

**13.1.3. Blue Pencil Doctrine.** It is expressly understood that, although Declarant considers the above legal interpretations to be reasonable, if a determination is made by a tribunal that a clause contained in this Declaration would subject the Properties to WUCIOA, the tribunal shall blue pencil this Declaration such that the provisions of this Agreement will be interpreted so as to preserve Declarant’s intent.

**13.2. Binding Effect and Duration.** The Restrictions shall run with and bind the Properties and Owners and shall inure to the benefit of and be enforceable by the Association, and the Owners and their respective heirs, executors, legal representatives, successors, and assigns, and shall remain in effect for a period of thirty (30) years from the date these covenants are recorded, after which time the covenants shall be automatically extended for successive periods of ten (10) years unless and until an instrument to abolishing this Declaration is executed by either: (a) a Super Majority of the Members in Good Standing, or (b) all the Owners, and is filed of record in the County.

**13.3. Declaration Runs with the Land.** The Properties from and after the date hereof shall be held, conveyed, hypothecated, encumbered, leased, occupied, built on, or otherwise used, improved, or transferred, in whole or in part, subject to this Declaration, as same may be amended or supplemented from time to time, or at any time. Each Owner, tenant, or other occupant of any portion of the Properties, by the acceptance of a deed, lease, or other conveyance or transfer of any interest in the Properties or any portion thereof, shall be deemed to have covenanted and agreed to be bound by the provisions of this Declaration.

**13.4. Other Persons.** The Restrictions shall be binding on and enforceable against not only the Owners but also all tenants or other occupants of a Lot. Owners are liable for any Violations committed by tenants or other occupants of a Lot.

**13.5. Interpretation.** In all cases, the provisions set forth or provided for in this Declaration shall be construed together and given that interpretation or construction which, in the opinion of the Board, will best affect the intent of Declarant's general plan as reflected in this Declaration. The Board shall have the right, power, and authority to determine all questions arising under or in connection with this Declaration and to construe and interpret its provisions, and any determination, construction, or interpretation made by the Board, in the absence of an adjudication by a court of competent jurisdiction that such action was an abuse of discretion, shall be binding on the Owners. The provisions of this Declaration shall be given full force and effect notwithstanding the existence of any less restrictive Applicable Laws.

**13.6. Drafting Party.** The fact that this Declaration was prepared by Declarant's counsel as a matter of convenience shall have no import or significance to the construction of this Declaration. Any uncertainty or ambiguity in this Declaration shall not be construed against Declarant because Declarant's counsel prepared this Declaration in its final form. Any rule of



construction that requires any ambiguities to be interpreted against the drafter shall not be employed in the interpretation of: (i) this Declaration; (ii) any schedules to this Declaration; or (iii) any document drafted or delivered in connection with the transactions contemplated by this Declaration.

13.7. **Captions.** Any captions or headings used in this Declaration are for convenience only and do not define or limit the scope of this Declaration.

13.8. **Singular or Plural.** The singular of any term, including any defined term, shall include the plural and the plural of any term shall include the singular. The use of any pronoun with respect to gender shall include the neutral, masculine, feminine, and plural.

13.9. **Amendment.** This Declaration may only be amended by a Supermajority Vote of the Members; provided, however, the Board may, without a vote of the Members, record amendments to *Schedules A* or *B* based on actual changes or corrections to property lines, parcel numbers, or other administrative changes. All amendments must be recorded with the County. Where feasible, amendments should be recorded via "amended and restated" documents.

13.10. **No Waiver or Obligation to Enforce.** No delay or failure on the part of Declarant, the Association, or any other aggrieved party to invoke any available right, power, or remedy in respect to Violation shall be held or deemed to be a waiver by that party of (or estop that party from asserting) any right, power, or remedy available to it on the recurrence or continuance of said Violation or the occurrence of a different Violation. Declarant and the Association, or its officers or Board members, shall not be under any obligation to take any action to enforce the terms of this Declaration. No waiver by Declarant, the Association, or any other aggrieved party of the provisions hereof shall be effective unless explicitly set out in writing and signed by the party so waiving. No waiver by Declarant, the Association, or any other aggrieved party shall operate or be construed as a waiver for any failure, breach, or default not expressly identified by such written waiver, whether of a similar or different character, and whether occurring before or after that waiver.

13.11. **Liens, Validity, and Severability.** A Violation shall not affect the validity of any mortgage, lien, or other similar security instrument which may then be existing on any Lot. Invalidation of any one or more of the provisions of this Declaration, or any portions thereof, by a judgment or court order shall not affect any of the other provisions or covenants herein contained, which shall remain in full force and effect. If any portion of this Declaration conflicts with mandatory provisions of any Applicable Laws, then such Applicable Laws shall control.

13.12. **Owner/Occupant Records.** Except for those Owners who purchase portions of the Properties from Declarant or its affiliate, any Person, on becoming an Owner of a parcel within the Properties, shall furnish the Board a true and correct copy of the recorded instrument of conveyance vesting such ownership in said Owner. Each Owner shall furnish to the Association the name of a contact Person with such Owner and a street address for receiving notices from the Association. Each Owner shall notify the Association of the name and address of all tenants or long-term occupants (more than thirty days) of the Owner's Lot. It shall be the responsibility of the Owner to keep such information current and to advise the Association of any changes.

13.13. **Notices.** Unless specifically stated otherwise in this Declaration, all notices, waivers, and demands required or permitted hereunder shall be in writing and delivered by e-mail

to the Person's known e-mail address. A Person's email address is "known" if: (a) an Owner or Member is receiving the notice, and they have provided their email address to the sending party or it is published by the Association, or (b) Declarant, Owner, or the Association are receiving the notice, and they have published or widely circulated their email address. Delivery is deemed to have occurred as of the next business day on which electronic transmission is sent.

**13.14. Corrections.** Declarant, without the joinder of any other party, shall have the absolute right to make minor changes or amendments to this Declaration to correct or clarify errors, omissions, mistakes, or ambiguities contained herein.

**13.15. Partial Invalidity.** Any term or provision of this Declaration which is invalid or unenforceable in any jurisdiction will, for that jurisdiction, be ineffective to the extent of such invalidity or unenforceability without rendering invalid or unenforceable the remaining terms and provisions of this Declaration or affecting the validity or enforceability of any of the terms or provisions of this Declaration in any other jurisdiction. If any provision of this Declaration is so broad that it is unenforceable, the provision will be interpreted to be only so broad as is enforceable.

**13.16. Third-Party Beneficiary; Successors and Assigns.**

**13.16.1. Third-Party Beneficiary.** This Declaration is an agreement solely for the benefit of the Owners and the Association (and their permitted successors and/or assigns). No other Person shall have any rights hereunder nor shall any other Person be entitled to rely on the terms, covenants, and provisions contained herein. The provisions of this Section shall survive the termination of this Declaration or dissolution of the Declarant.

**13.16.2. Successors and Assigns.** This Declaration and all its covenants, terms, and provisions shall be binding on and inure to the benefit of each Party and its successors and assigns.

**13.17. Further Assurances.** Each Owner agrees to do such things, perform such acts, and make, execute, acknowledge, and deliver such documents as may be reasonably necessary and customary to carry out the intent and purposes of this Declaration, so long as any of the foregoing do not materially increase any Owner's obligations hereunder or materially decrease any Owner's rights hereunder.

**13.18. Governing Law.** This Declaration shall be governed and construed in accordance with the law of Washington State, without giving effect to any choice or conflict of law provision or rule (whether of the State or any other jurisdiction) that would cause the application of laws of any jurisdiction other than those of Washington State.

**13.19. Dispute Resolution.**

**13.19.1. Mediation Required.** Any dispute, controversy, or claim arising out of or related to this Declaration, the Association Documents, or an action to enforce a Violation (each a "**Dispute**"), whether such Dispute is between Owners and the Association, or just among Owner(s), the parties to such Dispute shall participate in at least four (4) hours of mediation with Six Rivers Dispute Resolution Center in Hood River, Oregon. This mediation is prerequisite to filing arbitration, as described below. In the event that Six Rivers Dispute Resolution Center ceases

to exist or otherwise refuses a Dispute, mediation shall take place with a neutral third-party mediator (or mediation service) selected by the Board.

13.19.2. **Arbitration.** If mediation fails, any Dispute shall be submitted to and decided by binding arbitration. Arbitration shall be administered exclusively by Arbitration Services of Portland (ASP) and shall be conducted consistent with the rules, regulations, and requirements thereof. The arbitration shall take place virtually unless a physical location is agreed to by all parties to such arbitration. Any arbitral award determination, including an injunction or specific performance, shall be final and binding upon the Parties. In the event that ASP ceases to exist or otherwise refuses jurisdiction over a Dispute, such dispute shall be brought as follows: (a) if the Dispute is related to a Lot or multiple Lots in a single County, then in the courts of that County (Skamania or Klickitat); or (b) if the Dispute is related to Lots in multiple Counties or the Association as a whole, then in the courts of Skamania County.

13.19.3. **WAIVER OF JURY TRIAL.** EACH OWNER HEREBY EXPRESSLY AND UNCONDITIONALLY WAIVES, IN CONNECTION WITH ANY SUIT, ACTION, OR PROCEEDING BROUGHT BY THE OTHER PARTY HERETO UNDER THIS AGREEMENT OR IN CONNECTION WITH ANY TRANSACTION CONTEMPLATED HEREBY, ANY AND EVERY RIGHT EACH OWNER MAY HAVE TO A TRIAL BY JURY.

13.20. **Attorneys' Fees.** In the event the Association seeks the services of any attorney in order to enforce a Violation, the applicable Owner shall be obligated to pay any attorneys' fees incurred. In any legal proceeding commenced to enforce a Violation, the prevailing party shall be entitled to recover all reasonable attorneys' fees, costs, and expert witness fees incurred in order to enforce the Violation.

*Signature pages follow.*

**Schedules Attached:**

*Schedule A – Community Lots*

*Schedule B – Community Map*

*Schedule C – Articles of Incorporation*

*Schedule D – Bylaws*

*Schedule E – Rules & Regulations (if any)*

*Schedule F – Improvement Standards (if any)*

IN WITNESS WHEREOF, Declarant has executed this Declaration as of the date set out above.

**DECLARANT**

Cabin Owners of Northwestern Lake Association, a Washington nonprofit corporation

By Jeffrey James

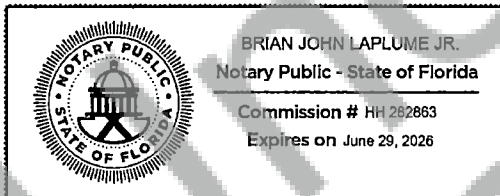
Jeffrey James, Board Chair

**Notary**

State of Florida County of Escambia

I certify that I know or have satisfactory evidence that **Jeffrey James** is the person who appeared before me, and said person acknowledged that (he/she) signed this instrument, on oath stated that (he/she) was authorized to execute the instrument and acknowledged it as the **Board Chair** of the **Cabin Owners of Northwestern Lake Association** to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

(Seal or stamp)



Signature: Brian John Laplume Jr.

Name: Brian John Laplume Jr.

Date: 11/05/2024

ID#: HH 282863

Expiration: 06/29/2026

Notarized remotely online using communication technology via Proof.

IN WITNESS WHEREOF, the Association has executed this Declaration as of the date set out above.

**ASSOCIATION**

Community Association of the Lower White Salmon River, a Washington nonprofit corporation

By Jeffrey James

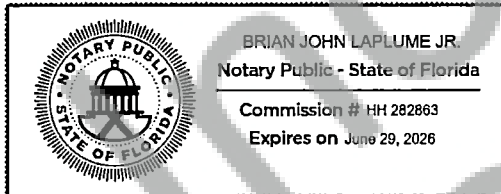
Title: Jeffrey James, Interim President

**Notary**

State of Florida County of Escambia

I certify that I know or have satisfactory evidence that **Jeffrey James** is the person who appeared before me, and said person acknowledged that (he/she) signed this instrument, on oath stated that (he/she) was authorized to execute the instrument and acknowledged it as the **Interim President** of the **Community Association of the Lower White Salmon River** to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

(Seal or stamp)



Signature: Brian John Laplume Jr

Name: Brian John Laplume Jr.

Date: 11/05/2024

ID#: HH 282863

Expiration: 06/29/2026

Notarized remotely online using communication technology via Proof.



IN WITNESS WHEREOF, Seller has executed this Declaration as of the date set out above.

**SELLER (CURRENT OWNER)**

PacifiCorp, an Oregon corporation

By Deanna Adams

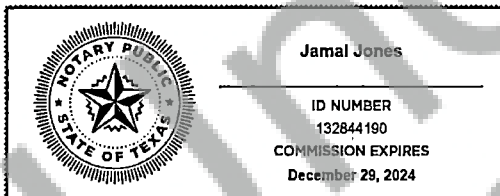
Deanna Adams, Director, Real Estate Management

**Notary**

State of Texas County of Harris

I certify that I know or have satisfactory evidence that **Deanna Adams** is the person who appeared before me, and said person acknowledged that (he/she) signed this instrument, on oath stated that (he/she) was authorized to execute the instrument and acknowledged it as the **Director of Real Estate Management of PacifiCorp** to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

(Seal or stamp)



Signature: [Handwritten Signature]

Name: Jamal Jones

Date: 11/05/2024

ID#: 132844190

Expiration: 12/29/2024

Electronically signed and notarized online using the Proof platform.

**SCHEDULE A  
COMMUNITY LOTS**

**LEGAL DESCRIPTIONS**

The following are the legal descriptions of all the Lots within of the Community:

**Klickitat County:**

**CABIN SITE 1/LOT 1**

A TRACT OF LAND LOCATED IN A PORTION OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 35, TOWNSHIP 4 NORTH, RANGE 10 EAST OF THE WILLAMETTE MERIDIAN, KLINKITAT COUNTY, WASHINGTON, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

**COMMENCING** AT THE SOUTHWEST CORNER OF THE SOUTHEAST QUARTER OF SECTION 35, TOWNSHIP 4 NORTH, RANGE 10 EAST OF THE WILLAMETTE MERIDIAN, KLINKITAT COUNTY, WASHINGTON;  
THENCE NORTH 73°00'14" EAST, A DISTANCE OF 711.73 FEET TO THE SOUTHWEST CORNER OF CABIN SITE 2 AS DEPICTED AND SHOWN ON AREA 1 OF THE DAVIS CONSULTING GROUP, INC. MAP PREPARED FOR PACIFICORP AND **THE POINT OF BEGINNING** OF THIS DESCRIPTION;  
THENCE NORTH 73°02'22" WEST, 15.29 FEET TO A POINT;  
THENCE NORTH 11°12'38" EAST, 98.07 FEET TO A POINT;  
THENCE NORTH 36°25'26" EAST, 33.54 FEET TO A POINT;  
THENCE SOUTH 76°57'29" EAST, 24.38 FEET TO A POINT;  
THENCE SOUTH 17°22'03" EAST, 58.35 FEET TO A POINT;  
THENCE SOUTH 2°58'43" EAST, 94.35 FEET TO A POINT;  
THENCE NORTH 78°54'34" WEST, 47.51 FEET TO A POINT;  
THENCE NORTH 51°58'09" WEST, 30.23 FEET **TO THE POINT OF BEGINNING**.  
CONTAINING 9,250 SQUARE FEET, MORE OR LESS.

**CABIN SITE 2/LOT 2**

A TRACT OF LAND LOCATED IN A PORTION OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 35, TOWNSHIP 4 NORTH, RANGE 10 EAST OF THE WILLAMETTE MERIDIAN, KLINKITAT COUNTY, WASHINGTON, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

**COMMENCING** AT THE SOUTHWEST CORNER OF THE SOUTHEAST QUARTER OF SECTION 35, TOWNSHIP 4 NORTH, RANGE 10 EAST OF THE WILLAMETTE MERIDIAN, KLINKITAT COUNTY, WASHINGTON;  
THENCE NORTH 73°00'14" EAST, A DISTANCE OF 711.73 FEET TO THE NORTHWEST CORNER OF CABIN SITE 3 AS DEPICTED AND SHOWN ON AREA 1 OF THE DAVIS CONSULTING GROUP, INC. MAP PREPARED FOR PACIFICORP AND **THE POINT OF BEGINNING** OF THIS DESCRIPTION;  
THENCE SOUTH 51°58'09" EAST, 30.23 FEET TO A POINT;  
THENCE SOUTH 78°54'34" EAST, 47.51 FEET TO A POINT;

THENCE SOUTH 9°36'55" WEST, 90.97 FEET TO A POINT;  
THENCE NORTH 72°30'21" WEST, 76.80 FEET TO A POINT;  
THENCE NORTH 72°30'21" WEST, 22.49 FEET TO A POINT;  
THENCE NORTH 18°39'24" EAST, 49.89 FEET TO A POINT;  
THENCE NORTH 11°12'38" EAST, 45.66 FEET TO A POINT;  
THENCE SOUTH 73°02'22" EAST, 15.29 FEET TO **THE POINT OF BEGINNING**.  
CONTAINING 8,362 SQUARE FEET, MORE OR LESS.

#### **CABIN SITE 3/LOT 3**

A TRACT OF LAND LOCATED IN A PORTION OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 35, TOWNSHIP 4 NORTH, RANGE 10 EAST OF THE WILLAMETTE MERIDIAN, KLIKITAT COUNTY, WASHINGTON, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

**COMMENCING** AT THE SOUTHWEST CORNER OF THE SOUTHEAST QUARTER OF SECTION 35, TOWNSHIP 4 NORTH, RANGE 10 EAST OF THE WILLAMETTE MERIDIAN, KLIKITAT COUNTY, WASHINGTON;  
THENCE NORTH 80°15'54" EAST, A DISTANCE OF 672.32 FEET TO THE NORTHWEST CORNER OF CABIN SITE 4 AS DEPICTED AND SHOWN ON AREA 1 OF THE DAVIS CONSULTING GROUP, INC. MAP PREPARED FOR PACIFICORP AND **THE POINT OF BEGINNING** OF THIS DESCRIPTION;

THENCE SOUTH 72°30'21" EAST, 76.80 FEET TO A POINT;  
THENCE SOUTH 16°05'30" WEST, 94.79 FEET TO A POINT;  
THENCE NORTH 80°17'42" WEST, 67.56 FEET TO A POINT;  
THENCE NORTH 72°07'58" WEST, 27.90 FEET TO A POINT;  
THENCE NORTH 6°53'03" EAST, 43.51 FEET TO A POINT;  
THENCE NORTH 18°39'24" EAST, 60.99 FEET TO A POINT;  
THENCE SOUTH 72°30'21" EAST, 22.49 FEET TO **THE POINT OF BEGINNING**.  
CONTAINING 10,059 SQUARE FEET, MORE OR LESS.

#### **Lot 4K (SHARD INFRASTRUCTURE LOT)**

A TRACT OF LAND LOCATED IN A PORTION OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 2, TOWNSHIP 4 NORTH, RANGE 10 EAST OF THE WILLAMETTE MERIDIAN, SKAMANIA COUNTY, WASHINGTON, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

**COMMENCING** AT THE SOUTHWEST CORNER OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 35, TOWNSHIP 3 NORTH, RANGE 10 EAST OF THE WILLAMETTE MERIDIAN, KLIKITAT COUNTY, WASHINGTON;  
THENCE SOUTH 89°33'29" EAST, ALONG THE SOUTH LINE OF SAID SECTION 35, A DISTANCE OF 640.02 FEET TO **THE POINT OF BEGINNING** OF THIS DESCRIPTION;  
THENCE NORTH 89°33'29" WEST, 408.60 FEET TO A POINT;  
THENCE NORTH 10°39'26" EAST, 208.87 FEET TO A POINT;  
THENCE SOUTH 75°53'54" EAST, 379.41 FEET TO A POINT;  
THENCE SOUTH 18°39'24" WEST, 51.07 FEET TO A POINT;  
THENCE SOUTH 06°53'03" WEST, 43.51 FEET TO A POINT;  
THENCE SOUTH 72°07'58" EAST, 27.90 FEET TO A POINT;

THENCE SOUTH 80°17'42" EAST, 67.56 FEET TO A POINT;  
THENCE SOUTH 03°38'56" WEST, 5.00 FEET TO A POINT;  
THENCE NORTH 89°33'29" WEST, 69.30 FEET TO **THE POINT OF BEGINNING**.  
CONTAINING 62,618 SQUARE FEET, MORE OR LESS.

**CABIN SITE 54/LOT 54**

A TRACT OF LAND LOCATED IN A PORTION OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 3 AND THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 2, TOWNSHIP 3 NORTH, RANGE 10 EAST OF THE WILLAMETTE MERIDIAN, KLINKITAT COUNTY, WASHINGTON, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

**COMMENCING** AT THE SOUTHEAST CORNER OF THE NORTHEAST QUARTER OF SECTION 3, TOWNSHIP 3 NORTH, RANGE 10 EAST OF THE WILLAMETTE MERIDIAN, KLINKITAT COUNTY, WASHINGTON;

THENCE NORTH 34°47'15" WEST, A DISTANCE OF 496.03 FEET TO THE WESTERLY MOST CORNER OF LEASE LOT 54, AND **THE POINT OF BEGINNING** OF THIS DESCRIPTION;

THENCE NORTH 47°03'16" WEST, 57.46 FEET TO A POINT;

THENCE NORTH 44°43'56" EAST, 89.07 FEET TO A POINT;

THENCE SOUTH 47°21'58" EAST, 148.80 FEET TO A POINT;

THENCE SOUTH 17°28'20" EAST, 57.77 FEET TO A POINT;

THENCE SOUTH 47°21'58" EAST, 224.50 FEET TO A POINT;

THENCE SOUTH 44°15'58" WEST, 206.12 FEET TO A POINT;

THENCE NORTH 19°39'23" WEST, 94.76 FEET TO A POINT;

THENCE NORTH 30°11'25" WEST, 189.01 FEET TO A POINT;

THENCE NORTH 21°37'58" WEST, 31.03 FEET TO A POINT;

THENCE NORTH 00°28'44" WEST, 77.43 FEET TO A POINT;

THENCE SOUTH 79°03'12" WEST, 30.28 FEET TO **THE POINT OF BEGINNING**.

CONTAINING 55,731 SQUARE FEET, MORE OR LESS

**CABIN 55/LOT 55**

A TRACT OF LAND LOCATED IN A PORTION OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 3 AND THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 2, TOWNSHIP 3 NORTH, RANGE 10 EAST OF THE WILLAMETTE MERIDIAN, KLINKITAT COUNTY, WASHINGTON, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

**COMMENCING** AT THE SOUTHEAST CORNER OF THE NORTHEAST QUARTER OF SECTION 3, TOWNSHIP 3

NORTH, RANGE 10 EAST OF THE WILLAMETTE MERIDIAN, KLINKITAT COUNTY, WASHINGTON;

THENCE NORTH 24°28'17" WEST, A DISTANCE OF 507.26 FEET TO THE WESTERLY MOST SOUTHWEST CORNER OF LEASE LOT 55, AND **THE POINT OF BEGINNING** OF THIS DESCRIPTION;

THENCE NORTH 47°21'58" WEST, 71.02 FEET TO A POINT;

THENCE NORTH 44°16'44" EAST, 47.32 FEET TO A POINT;

THENCE SOUTH 56°35'57" EAST, 40.50 FEET TO A POINT;  
THENCE SOUTH 42°48'40" EAST, 35.29 FEET TO A POINT;  
THENCE SOUTH 88°42'56" EAST, 103.95 FEET TO A POINT;  
THENCE SOUTH 69°54'02" EAST, 222.46 FEET TO A POINT;  
THENCE SOUTH 56°33'10" WEST, 75.90 FEET TO A POINT;  
THENCE SOUTH 29°33'06" EAST, 89.70 FEET TO A POINT;  
THENCE SOUTH 44°15'58" WEST, 132.66 FEET TO A POINT;  
THENCE NORTH 47°21'58" WEST, 224.50 FEET TO A POINT;  
THENCE NORTH 17°28'20" WEST, 57.77 FEET TO A POINT;  
THENCE NORTH 47°21'58" WEST, 77.78 FEET TO **THE POINT OF BEGINNING**.  
CONTAINING 57,916 SQUARE FEET, MORE OR LESS.

**CABIN 56/LOT 56**

A TRACT OF LAND LOCATED IN A PORTION OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 3 AND THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 2, TOWNSHIP 3 NORTH, RANGE 10 EAST OF THE WILLAMETTE MERIDIAN, KLINKITAT COUNTY, WASHINGTON, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

**COMMENCING** AT THE SOUTHEAST CORNER OF THE NORTHEAST QUARTER OF SECTION 3, TOWNSHIP 3 NORTH, RANGE 10 EAST OF THE WILLAMETTE MERIDIAN, KLINKITAT COUNTY, WASHINGTON;

THENCE NORTH 07°48'19" WEST, A DISTANCE OF 497.79 FEET TO THE SOUTHEAST CORNER OF LEASE LOT 56, AND **THE POINT OF BEGINNING** OF THIS DESCRIPTION;  
THENCE NORTH 88°42'56" WEST, 103.95 FEET TO A POINT;  
THENCE NORTH 42°48'40" WEST, 35.29 FEET TO A POINT;  
THENCE NORTH 56°35'57" WEST, 40.50 FEET TO A POINT;  
THENCE NORTH 44°34'30" EAST, 94.92 FEET TO A POINT;  
THENCE NORTH 87°04'50" EAST, 137.89 FEET TO A POINT;  
THENCE SOUTH 74°45'04" EAST, 382.72 FEET TO A POINT;  
THENCE SOUTH 44°58'14" WEST, 92.27 FEET TO A POINT;  
THENCE SOUTH 44°38'56" WEST, 99.63 FEET TO A POINT;  
THENCE NORTH 62°31'19" WEST, 76.32 FEET TO A POINT;  
THENCE NORTH 69°54'02" WEST, 222.46 FEET TO **THE POINT OF BEGINNING**.  
CONTAINING 68,400 SQUARE FEET, MORE OR LESS.

**CABIN 60/LOT 60**

A TRACT OF LAND LOCATED IN A PORTION OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 2, TOWNSHIP 3 NORTH, RANGE 10 EAST OF THE WILLAMETTE MERIDIAN, KLINKITAT COUNTY, WASHINGTON, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

**COMMENCING** AT THE NORTHWEST CORNER OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 2, TOWNSHIP 3 NORTH, RANGE 10 EAST OF THE WILLAMETTE MERIDIAN, KLINKITAT COUNTY, WASHINGTON;

THENCE SOUTH 74°35'34" EAST, A DISTANCE OF 885.00 FEET TO THE NORTHEAST CORNER OF CABIN SITE 60 AS DEPICTED AND SHOWN ON AREA 1 OF THE DAVIS



CONSULTING GROUP, INC. MAP PREPARED FOR PACIFICORP AND **THE POINT OF BEGINNING OF THIS DESCRIPTION;**

THENCE SOUTH 15°20'09" WEST, 165.54 FEET TO A POINT;

THENCE NORTH 74°39'51" WEST, 78.64 FEET TO A POINT;

THENCE NORTH 17°03'22" EAST, 179.15 FEET TO A POINT;

THENCE SOUTH 74°41'12" EAST, 73.26 FEET TO A POINT;

THENCE SOUTH 15°20'09" WEST, 13.56 FEET TO **THE POINT OF BEGINNING.**

CONTAINING 13,601 SQUARE FEET MORE OR LESS.

**SKAMANIA COUNTY:**

**LOT 4S (SHARD INFRASTRUCTURE LOT)**

A TRACT OF LAND LOCATED IN A PORTION OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 2, TOWNSHIP 3 NORTH, RANGE 10 EAST OF THE WILLAMETTE MERIDIAN, SKAMANIA COUNTY, WASHINGTON, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

**COMMENCING AT THE NORTHWEST CORNER OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 2, TOWNSHIP 3 NORTH, RANGE 10 EAST OF THE WILLAMETTE MERIDIAN, SKAMANIA COUNTY, WASHINGTON;**

THENCE SOUTH 89°33'29" EAST, ALONG THE NORTH LINE OF SAID NORTHEAST QUARTER OF SECTION 2, A DISTANCE OF 150.65 FEET TO **THE POINT OF BEGINNING OF THIS DESCRIPTION;**

THENCE SOUTH 89°33'29" EAST, CONTINUING ALONG THE NORTH LINE OF SAID NORTHEAST QUARTER OF SECTION 2, A DISTANCE OF 489.37 FEET TO A POINT;

THENCE SOUTH 23°18'33" WEST, 39.61 FEET TO A POINT;

THENCE SOUTH 59°26'03" WEST, 22.18 FEET TO A POINT;

THENCE SOUTH 55°34'15" WEST, 34.70 FEET TO A POINT;

THENCE SOUTH 62°41'10" WEST, 41.21 FEET TO A POINT;

THENCE SOUTH 54°41'23" WEST, 39.36 FEET TO A POINT;

THENCE NORTH 26°31'53" WEST, 50.00 FEET TO A POINT;

THENCE SOUTH 63°28'07" WEST, 14.24 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHERLY, SAID CURVE HAS A RADIUS OF 70.00 FEET;

THENCE WESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 39°23'14" AN ARC DISTANCE OF 48.12 FEET TO A POINT OF TANGENCY;

THENCE NORTH 77°08'39" WEST, 156.66 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHERLY, SAID CURVE HAS A RADIUS OF 170.00 FEET;

THENCE WESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 6°46'10" AN ARC DISTANCE OF 20.09 FEET TO A POINT OF TANGENCY;

THENCE NORTH 70°22'29" WEST, 81.56 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHEASTERLY, SAID CURVE HAS A RADIUS OF 170.00 FEET;

THENCE NORTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 9°49'18" AN ARC DISTANCE OF 29.14 FEET TO **THE POINT OF BEGINNING OF THIS DESCRIPTION.**

CONTAINING 27,438.54 SQUARE FEET, MORE OR LESS.

**CABIN SITE 5/LOT 5**

A TRACT OF LAND LOCATED IN A PORTION OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 2, TOWNSHIP 3 NORTH, RANGE 10 EAST OF THE WILLAMETTE MERIDIAN, SKAMANIA COUNTY, WASHINGTON, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

**COMMENCING** AT THE NORTHWEST CORNER OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 2, TOWNSHIP 3 NORTH, RANGE 10 EAST OF THE WILLAMETTE MERIDIAN, SKAMANIA COUNTY, WASHINGTON;  
THENCE SOUTH 89°33'29" EAST, ALONG THE NORTH LINE OF SAID SECTION 2, A DISTANCE OF 640.02 FEET TO **THE POINT OF BEGINNING** OF THIS DESCRIPTION;  
THENCE SOUTH 89°33'29" EAST ALONG THE NORTH LINE OF SAID SECTION 2, 69.30 FEET TO A POINT;  
THENCE SOUTH 3°40'47" WEST, 22.60 FEET TO A POINT;  
THENCE SOUTH 6°37'29" WEST, 31.15 FEET TO A POINT;  
THENCE SOUTH 42°06'56" WEST, 27.67 FEET TO A POINT;  
THENCE NORTH 71°30'59" WEST, 84.84 FEET TO A POINT;  
THENCE NORTH 59°26'03" EAST, 22.18 FEET TO A POINT;  
THENCE NORTH 23°18'33" EAST, 39.61 FEET TO **THE POINT OF BEGINNING**.  
CONTAINING 5,159 SQUARE FEET, MORE OR LESS.

**CABIN SITE 6/LOT 6**

A TRACT OF LAND LOCATED IN A PORTION OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 2, TOWNSHIP 3 NORTH, RANGE 10 EAST OF THE WILLAMETTE MERIDIAN, SKAMANIA COUNTY, WASHINGTON, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

**COMMENCING** AT THE NORTHWEST CORNER OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 2, TOWNSHIP 3 NORTH, RANGE 10 EAST OF THE WILLAMETTE MERIDIAN, SKAMANIA COUNTY, WASHINGTON;  
THENCE SOUTH 86°12'52" EAST, A DISTANCE OF 625.69 FEET TO THE NORTHERLY MOST NORTHWEST CORNER OF CABIN SITE 6 AS DEPICTED AND SHOWN ON AREA 1A OF THE DAVIS CONSULTING GROUP, INC. MAP PREPARED FOR PACIFICORP.  
THENCE SOUTH 59°26'03" WEST, A DISTANCE OF 22.18 FEET TO **THE POINT OF BEGINNING** OF THIS DESCRIPTION;  
THENCE SOUTH 71°30'59" EAST, 84.84 FEET TO A POINT;  
THENCE SOUTH 17°44'28" WEST, 57.51 FEET TO A POINT;  
THENCE NORTH 75°50'09" WEST, 58.59 FEET TO A POINT;  
THENCE NORTH 68°01'23" WEST, 76.97 FEET TO A POINT;  
THENCE NORTH 62°41'10" EAST, 41.21 FEET TO A POINT;  
THENCE NORTH 55°34'15" EAST, 34.70 FEET TO **THE POINT OF BEGINNING**.  
CONTAINING 6,534 SQUARE FEET MORE OR LESS.

**CABIN SITE 6A/LOT 6A**

A TRACT OF LAND LOCATED IN A PORTION OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 2, TOWNSHIP 3 NORTH, RANGE 10 EAST

OF THE WILLAMETTE MERIDIAN, SKAMANIA COUNTY, WASHINGTON, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

**COMMENCING** AT THE NORTHWEST CORNER OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 2, TOWNSHIP 3 NORTH, RANGE 10 EAST OF THE WILLAMETTE MERIDIAN, SKAMANIA COUNTY, WASHINGTON;  
THENCE SOUTH 80°25'19" EAST, A DISTANCE OF 547.62 FEET TO THE NORTHWEST CORNER OF CABIN SITE 6A AS DEPICTED AND SHOWN ON AREA 1A OF THE DAVIS CONSULTING GROUP, INC. MAP PREPARED FOR PACIFICORP AND **THE POINT OF BEGINNING** OF THIS DESCRIPTION;  
THENCE SOUTH 68°01'23" EAST, 76.97 FEET TO A POINT;  
THENCE SOUTH 75°50'09" EAST, 58.59 FEET TO A POINT;  
THENCE SOUTH 16°15'21" WEST, 61.52 FEET TO A POINT;  
THENCE NORTH 66°44'37" WEST, 92.50 FEET TO A POINT;  
THENCE NORTH 21°34'55" WEST, 70.63 FEET TO **THE POINT OF BEGINNING**.  
CONTAINING 6,167 SQUARE FEET MORE OR LESS.

#### **CABIN SITE 7/LOT 7**

A TRACT OF LAND LOCATED IN A PORTION OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 2, TOWNSHIP 3 NORTH, RANGE 10 EAST OF THE WILLAMETTE MERIDIAN, SKAMANIA COUNTY, WASHINGTON, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

**COMMENCING** AT THE NORTHWEST CORNER OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 2, TOWNSHIP 3 NORTH, RANGE 10 EAST OF THE WILLAMETTE MERIDIAN, SKAMANIA COUNTY, WASHINGTON;  
THENCE SOUTH 68°25'44" EAST, A DISTANCE OF 596.97 FEET TO THE SOUTHWEST CORNER OF CABIN SITE 7 AS DEPICTED AND SHOWN ON AREA 1A OF THE DAVIS CONSULTING GROUP, INC. MAP PREPARED FOR PACIFICORP AND **THE POINT OF BEGINNING** OF THIS DESCRIPTION;  
THENCE NORTH 13°27'21" EAST, 57.67 FEET TO A POINT;  
THENCE NORTH 21°34'55" WEST, 7.09 FEET TO A POINT;  
THENCE SOUTH 66°44'37" EAST, 92.50 FEET TO A POINT;  
THENCE SOUTH 06°43'54" WEST, 54.76 FEET TO A POINT;  
THENCE SOUTH 41°15'00" WEST, 25.95 FEET TO A POINT;  
THENCE SOUTH 74°33'04" WEST, 40.27 FEET TO A POINT;  
THENCE NORTH 69°45'36" WEST, 67.71 FEET TO A POINT;  
THENCE NORTH 40°38'20" EAST, 46.18 FEET TO **THE POINT OF BEGINNING**.  
CONTAINING 9,157 SQUARE FEET MORE OR LESS.

#### **CABIN SITE 9/LOT 9**

A TRACT OF LAND LOCATED IN A PORTION OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 2, TOWNSHIP 3 NORTH, RANGE 10 EAST OF THE WILLAMETTE MERIDIAN, SKAMANIA COUNTY, WASHINGTON, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

**COMMENCING** AT THE NORTHWEST CORNER OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 2, TOWNSHIP 3 NORTH, RANGE 10 EAST OF THE WILLAMETTE MERIDIAN, SKAMANIA COUNTY, WASHINGTON;  
 THENCE SOUTH 80°25'19" EAST, A DISTANCE OF 547.62 FEET TO THE NORTHERLY MOST NORTHEAST CORNER OF CABIN SITE 9 AS DEPICTED AND SHOWN ON AREA 1A OF THE DAVIS CONSULTING GROUP, INC. MAP PREPARED FOR PACIFICORP  
**AND THE POINT OF BEGINNING** OF THIS DESCRIPTION;  
 THENCE SOUTH 21°34'55" EAST, 77.72 FEET TO A POINT;  
 THENCE SOUTH 13°27'21" WEST, 57.67 FEET TO A POINT;  
 THENCE SOUTH 40°38'21" WEST, 46.18 FEET TO A POINT;  
 THENCE NORTH 44°22'44" WEST, 29.34 FEET TO A POINT;  
 THENCE NORTH 37°48'22" WEST, 29.88 FEET TO A POINT;  
 THENCE NORTH 49°04'40" WEST, 37.96 FEET TO A POINT;  
 THENCE NORTH 51°55'18" WEST, 43.94 FEET TO A POINT;  
 THENCE NORTH 10°36'41" EAST, 26.34 FEET TO A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF BIG BUCK CREEK ROAD AND THE BEGINNING OF A NON-TANGENT CURVE CONCAVE NORTHERLY, SAID CURVE HAS A RADIUS OF 120.00 FEET, TO WHICH A RADIAL LINE BEARS SOUTH 6°33'33" WEST;  
 THENCE EASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 33°05'26" AN ARC DISTANCE OF 69.30 FEET TO A POINT OF TANGENCY;  
 THENCE NORTH 63°28'07" EAST, 14.24 FEET TO A POINT;  
 THENCE NORTH 54°41'23" EAST, 39.36 FEET TO **THE POINT OF BEGINNING**.  
 CONTAINING 12,521 SQUARE FEET MORE OR LESS.

#### **CABIN SITE 9B/LOT 9B**

A TRACT OF LAND LOCATED IN A PORTION OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 2, TOWNSHIP 3 NORTH, RANGE 10 EAST OF THE WILLAMETTE MERIDIAN, SKAMANIA COUNTY, WASHINGTON, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

**COMMENCING** AT THE NORTHWEST CORNER OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 2, TOWNSHIP 3 NORTH, RANGE 10 EAST OF THE WILLAMETTE MERIDIAN, SKAMANIA COUNTY, WASHINGTON;  
 THENCE SOUTH 00°01'11" EAST, A DISTANCE OF 67.41 FEET TO **THE POINT OF BEGINNING** OF THIS DESCRIPTION;

THENCE NORTH 32°42'30" EAST, 30.93 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHERLY, SAID CURVE HAS A RADIUS OF 50.00 FEET;  
 THENCE EASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 88°30'01", AN ARC DISTANCE OF 77.23 FEET TO A POINT OF TANGENCY;  
 THENCE SOUTH 58°47'29" EAST, 38.48 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHEASTERLY, SAID CURVE HAS A RADIUS OF 225.00 FEET;  
 THENCE SOUTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 10°10'37", AN ARC DISTANCE OF 39.96 FEET TO A POINT OF NON-TANGENCY;  
 THENCE NORTH 21°01'14" EAST, 5.02 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE NORTHERLY, SAID CURVE HAS A RADIUS OF 220.00 FEET, TO WHICH A RADIAL LINE BEARS SOUTH 21°01'56" WEST;

THENCE EASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 1°24'26", AN ARC DISTANCE OF 5.40 FEET TO A POINT OF TANGENCY;  
 THENCE SOUTH 70°22'29" EAST, 26.36 FEET TO A POINT;  
 THENCE SOUTH 11°24'18" WEST, 29.22 FEET TO A POINT;  
 THENCE SOUTH 19°59'27" EAST, 55.46 FEET TO A POINT;  
 THENCE SOUTH 32°24'15" EAST, 58.36 FEET TO A POINT;  
 THENCE NORTH 79°40'53" WEST, 47.75 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE SOUTHERLY, SAID CURVE HAS A RADIUS OF 75.00 FEET, TO WHICH A RADIAL LINE BEARS NORTH 27°06'33" EAST;  
 THENCE WESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 52°49'40" AN ARC DISTANCE OF 69.15 FEET TO A POINT OF TANGENCY;  
 THENCE SOUTH 64°16'54" WEST, 2.12 FEET;  
 THENCE NORTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 28°13'11" AN ARC DISTANCE OF 149.33 FEET TO A POINT OF TANGENCY;  
 THENCE NORTH 59°24'26" WEST, 10.34 FEET TO A POINT;  
 THENCE NORTH 0°01'11" WEST, 14.12 FEET TO THE POINT OF BEGINNING.  
 CONTAINING 21,298 SQUARE FEET MORE OR LESS.

#### **CABIN SITE 9C/LOT 9C**

A TRACT OF LAND LOCATED IN A PORTION OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 2, TOWNSHIP 3 NORTH, RANGE 10 EAST OF THE WILLAMETTE MERIDIAN, SKAMANIA COUNTY, WASHINGTON, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

**COMMENCING** AT THE NORTHWEST CORNER OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 2, TOWNSHIP 3 NORTH, RANGE 10 EAST OF THE WILLAMETTE MERIDIAN, SKAMANIA COUNTY, WASHINGTON;  
 THENCE SOUTH 75°23'54" EAST, A DISTANCE OF 314.42 FEET TO THE NORTHWEST CORNER OF LOT 9C AS DEPICTED AND SHOWN ON AREA 1A OF THE DAVIS CONSULTING GROUP, INC. MAP PREPARED FOR PACIFICORP;  
 THENCE SOUTH 19°44'11" WEST, 125.05 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION;  
 THENCE NORTH 66°01'54" EAST, 16.71 FEET TO A POINT;  
 THENCE NORTH 44°29'15" EAST, 20.50 FEET TO A POINT;  
 THENCE NORTH 77°53'00" EAST, 41.58 FEET TO A POINT;  
 THENCE SOUTH 84°52'44" EAST, 35.66 FEET TO A POINT;  
 THENCE SOUTH 43°17'26" EAST, 9.83 FEET TO A POINT;  
 THENCE SOUTH 26°47'26" WEST, 175.92 FEET TO A POINT;  
 THENCE NORTH 58°55'07" WEST, 183.97 FEET TO THE EAST RIGHT-OF-WAY LINE OF NESTER PEAK ROAD, ALSO BEING THE BEGINNING OF A NON-TANGENT CURVE CONCAVE SOUTHWESTERLY, SAID CURVE HAS A RADIUS OF 303.20 FEET, TO WHICH A RADIAL LINE BEARS NORTH 69°01'05" EAST;  
 THENCE NORTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 10°12'21" AN ARC DISTANCE OF 54.01 FEET TO A POINT;  
 THENCE NORTH 64°16'54" EAST, 2.12 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHERLY, SAID CURVE HAS A RADIUS OF 75.00 FEET;



THENCE EASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 52°49'40" AN ARC DISTANCE OF 69.15 FEET TO A POINT;  
THENCE SOUTH 79°40'53" EAST, 47.75 FEET TO A POINT;  
THENCE NORTH 86°01'01" EAST, 32.50 FEET **TO THE POINT OF BEGINNING.**  
CONTAINING 22,524 SQUARE FEET MORE OR LESS.

**CABIN SITE 9E/LOT 9E**

A TRACT OF LAND LOCATED IN A PORTION OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 2, TOWNSHIP 3 NORTH, RANGE 10 EAST OF THE WILLAMETTE MERIDIAN, SKAMANIA COUNTY, WASHINGTON, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

**COMMENCING** AT THE NORTHWEST CORNER OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 2, TOWNSHIP 3 NORTH, RANGE 10 EAST OF THE WILLAMETTE MERIDIAN, SKAMANIA COUNTY, WASHINGTON;  
THENCE SOUTH 66°27'16" EAST, A DISTANCE OF 456.41 FEET TO THE NORTHERLY MOST CORNER OF LOT 9E AS DEPICTED AND SHOWN ON AREA 1A OF THE DAVIS CONSULTING GROUP, INC. MAP PREPARED FOR PACIFICORP;  
THENCE SOUTH 42°27'03" WEST, 26.86 FEET **TO THE POINT OF BEGINNING** OF THIS DESCRIPTION;  
THENCE SOUTH 61°39'18" EAST, 24.06 FEET TO A POINT;  
THENCE SOUTH 39°55'16" EAST, 60.21 FEET TO A POINT;  
THENCE SOUTH 36°14'53" EAST, 50.96 FEET TO A POINT;  
THENCE SOUTH 39°23'05" WEST, 124.06 FEET TO A POINT;  
THENCE NORTH 61°43'16" WEST, 131.97 FEET TO A POINT;  
THENCE NORTH 26°47'26" EAST, 175.92 FEET TO A POINT;  
THENCE SOUTH 35°44'07" EAST, 22.38 FEET TO A POINT;  
THENCE SOUTH 61°39'18" EAST, 14.35 FEET **TO THE POINT OF BEGINNING.**  
CONTAINING 22,721 SQUARE FEET MORE OR LESS.

**CABIN SITE 10/LOT 10**

A TRACT OF LAND LOCATED IN A PORTION OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 2, TOWNSHIP 3 NORTH, RANGE 10 EAST OF THE WILLAMETTE MERIDIAN, SKAMANIA COUNTY, WASHINGTON, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

**COMMENCING** AT THE NORTHWEST CORNER OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 2, TOWNSHIP 3 NORTH, RANGE 10 EAST OF THE WILLAMETTE MERIDIAN, SKAMANIA COUNTY, WASHINGTON;  
THENCE SOUTH 46°52'18" EAST, A DISTANCE OF 603.41 FEET TO THE NORTHWEST CORNER OF LOT 10 AS DEPICTED AND SHOWN ON AREA 1A OF THE DAVIS CONSULTING GROUP, INC. MAP PREPARED FOR PACIFICORP AND **THE POINT OF BEGINNING** OF THIS DESCRIPTION;  
THENCE SOUTH 61°18'13" EAST, 155.43 FEET TO A POINT;  
THENCE SOUTH 44°41'42" WEST, 83.58 FEET TO A POINT;  
THENCE NORTH 66°59'25" WEST, 207.60 FEET TO A POINT;  
THENCE NORTH 50°56'54" EAST, 109.02 FEET TO A POINT;

THENCE SOUTH 61°20'22" EAST, 32.91 FEET TO **THE POINT OF BEGINNING**.  
CONTAINING 17,564 SQUARE FEET, MORE OR LESS.

**CABIN SITE 11/LOT 11**

A TRACT OF LAND LOCATED IN A PORTION OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 2, TOWNSHIP 3 NORTH, RANGE 10 EAST OF THE WILLAMETTE MERIDIAN, SKAMANIA COUNTY, WASHINGTON, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

**COMMENCING** AT THE NORTHWEST CORNER OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 2, TOWNSHIP 3 NORTH, RANGE 10 EAST OF THE WILLAMETTE MERIDIAN, SKAMANIA COUNTY, WASHINGTON;  
THENCE SOUTH 40°00'11" EAST, A DISTANCE OF 656.81 FEET TO THE NORTHERN MOST NORTHWEST CORNER OF LOT 11 AS DEPICTED AND SHOWN ON AREA 1A OF THE DAVIS CONSULTING GROUP, INC. MAP PREPARED FOR PACIFICORP;  
THENCE SOUTH 55°12'17" EAST, 12.57 FEET TO **THE POINT OF BEGINNING** OF THIS DESCRIPTION;  
THENCE SOUTH 66°59'25" EAST, 92.77 FEET TO A POINT;  
THENCE SOUTH 32°50'11" WEST, 93.38 FEET TO A POINT;  
THENCE NORTH 51°07'51" WEST, 217.24 FEET TO A POINT;  
THENCE NORTH 50°56'50" EAST, 36.95 FEET TO A POINT;  
THENCE SOUTH 66°59'25" EAST, 114.83 FEET TO **THE POINT OF BEGINNING**.  
CONTAINING 13,475 SQUARE FEET, MORE OR LESS.

**CABIN SITE 12/LOT 12**

A TRACT OF LAND LOCATED IN A PORTION OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 2, TOWNSHIP 3 NORTH, RANGE 10 EAST OF THE WILLAMETTE MERIDIAN, SKAMANIA COUNTY, WASHINGTON, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

**COMMENCING** AT THE NORTHWEST CORNER OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 2, TOWNSHIP 3 NORTH, RANGE 10 EAST OF THE WILLAMETTE MERIDIAN, SKAMANIA COUNTY, WASHINGTON;  
THENCE SOUTH 35°34'24" EAST, A DISTANCE OF 678.08 FEET TO THE NORTHERN MOST NORTH CORNER OF LOT 12 AS DEPICTED AND SHOWN ON AREA 1A OF THE DAVIS CONSULTING GROUP, INC. MAP PREPARED FOR PACIFICORP;  
THENCE SOUTH 39°36'43" EAST, 57.66 FEET TO **THE POINT OF BEGINNING** OF THIS DESCRIPTION;  
THENCE SOUTH 51°07'51" EAST, 46.32 FEET TO A POINT;  
THENCE SOUTH 24°35'01" WEST, 82.41 FEET TO A ON THE NORTHERLY RIGHT-OF-WAY LINE OF NESTER PEAK ROAD;  
THENCE NORTH 51°47'02" WEST, ALONG THE NORTHERLY RIGHT-OF-WAY LINE OF NESTER PEAK ROAD, 164.86 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHEASTERLY, SAID CURVE HAS A RADIUS OF 320.00 FEET;  
THENCE NORTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 15°54'07" AN ARC DISTANCE OF 88.81 FEET TO A POINT ;  
THENCE NORTH 50°56'50" EAST, 72.09 FEET TO A POINT;

THENCE SOUTH 51°07'51" EAST, 170.93 FEET TO **THE POINT OF BEGINNING**.  
CONTAINING 18,843 SQUARE FEET, MORE OR LESS.

**LOT 14 (SHARD INFRASTRUCTURE LOT)**

A TRACT OF LAND LOCATED IN A PORTION OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 2, TOWNSHIP 3 NORTH, RANGE 10 EAST OF THE WILLAMETTE MERIDIAN, SKAMANIA COUNTY, WASHINGTON, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

**COMMENCING** AT THE NORTHWEST CORNER OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 2, TOWNSHIP 3 NORTH, RANGE 10 EAST OF THE WILLAMETTE MERIDIAN, SKAMANIA COUNTY, WASHINGTON;

THENCE SOUTH 29°55'44" EAST, 276.04 FEET TO **THE POINT OF BEGINNING** OF THIS DESCRIPTION;

THENCE SOUTH 58°55'07" EAST, 183.97 FEET TO A POINT;

THENCE SOUTH 61°43'16" EAST, 131.97 FEET TO A POINT;

THENCE SOUTH 50°56'52" WEST, 218.06 FEET TO A POINT ON THE NORTHEASTERLY RIGHT-OF-WAY LINE OF NESTER PEAK ROAD AND THE BEGINNING OF A NON-TANGENT CURVE CONCAVE NORTHEASTERLY, SAID CURVE HAS A RADIUS OF 320.00 FEET, TO WHICH A RADIAL LINE BEARS SOUTH 54°07'05" WEST;

THENCE NORTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 26°24'34" AN ARC DISTANCE OF 147.50 FEET TO A POINT;

THENCE NORTH 17°35'08" WEST, 106.29 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE WESTERLY, SAID CURVE HAS A RADIUS OF 303.20 FEET, TO WHICH A RADIAL LINE BEARS NORTH 80°31'39" EAST;

THENCE NORTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 11°30'33" AN ARC DISTANCE OF 60.91 FEET TO **THE POINT OF BEGINNING**.

CONTAINING 33,712 SQUARE FEET, MORE OR LESS.

**CABIN SITE 15/LOT 15**

A TRACT OF LAND LOCATED IN A PORTION OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 2, TOWNSHIP 3 NORTH, RANGE 10 EAST OF THE WILLAMETTE MERIDIAN, SKAMANIA COUNTY, WASHINGTON, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

**COMMENCING** AT THE NORTHWEST CORNER OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 2, TOWNSHIP 3 NORTH, RANGE 10 EAST OF THE WILLAMETTE MERIDIAN, SKAMANIA COUNTY, WASHINGTON;

THENCE SOUTH 00°01'11" EAST, ALONG THE WEST LINE OF THE NORTHEAST QUARTER OF SECTION 2, A DISTANCE OF 527.08 FEET TO THE NORTHWEST CORNER OF LOT 15, AS DEPICTED AND SHOWN ON AREA 1A OF THE DAVIS CONSULTING GROUP, INC. MAP PREPARED FOR PACIFICORP AND **THE POINT OF BEGINNING** OF THIS DESCRIPTION;

THENCE NORTH 75°46'30" EAST, 159.68 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF NESTER PEAK ROAD AND THE BEGINNING OF A NON-

TANGENT CURVE CONCAVE NORTHEASTERLY, SAID CURVE HAS A RADIUS OF 235.40 FEET, TO WHICH A RADIAL LINE BEARS SOUTH 80°24'23" WEST;  
THENCE SOUTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 38°02'15" AN ARC DISTANCE OF 156.28 FEET TO A POINT OF NON-TANGENCY;  
THENCE SOUTH 64°31'58" WEST, 57.97 FEET TO A POINT;  
THENCE SOUTH 86°39'46" WEST, 176.17 FEET TO A POINT;  
THENCE NORTH 0°01'11" WEST, 18.89 FEET **TO THE POINT OF BEGINNING.**  
CONTAINING 27,374 SQUARE FEET MORE OR LESS.

**CABIN SITE 15A/LOT 15A**

A TRACT OF LAND LOCATED IN A PORTION OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 2, TOWNSHIP 3 NORTH, RANGE 10 EAST OF THE WILLAMETTE MERIDIAN, SKAMANIA COUNTY, WASHINGTON, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

**COMMENCING** AT THE NORTHWEST CORNER OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 2, TOWNSHIP 3 NORTH, RANGE 10 EAST OF THE WILLAMETTE MERIDIAN, SKAMANIA COUNTY, WASHINGTON;  
THENCE SOUTH 00°01'11" EAST, ALONG THE WEST LINE OF THE NORTHEAST QUARTER OF SECTION 2, A DISTANCE OF 527.08 FEET TO THE SOUTHWEST CORNER OF LOT 15A, AS DEPICTED AND SHOWN ON AREA 1A OF THE DAVIS CONSULTING GROUP, INC. MAP PREPARED FOR PACIFICORP AND **THE POINT OF BEGINNING** OF THIS DESCRIPTION;

THENCE NORTH 0°01'11" WEST, ALONG THE WEST LINE OF THE NORTHEAST QUARTER OF SECTION 2, 410.57 FEET TO A POINT ON THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF NESTER PEAK ROAD AND THE BEGINNING OF A NON-TANGENT CURVE CONCAVE SOUTHWESTERLY, SAID CURVE HAS A RADIUS OF 230.63 FEET, TO WHICH A RADIAL LINE BEARS NORTH 32°09'31" EAST;  
THENCE SOUTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 48°22'07" AN ARC DISTANCE OF 230.63 FEET TO A POINT OF TANGENCY;  
THENCE SOUTH 9°28'22" EAST, 187.57 FEET TO A POINT;  
THENCE SOUTH 75°46'30" WEST, 159.68 FEET **TO THE POINT OF BEGINNING.**  
CONTAINING 43,990 SQUARE FEET MORE OR LESS.

**CABIN SITE 16/LOT 16 (SHARD INFRASTRUCTURE LOT)**

A TRACT OF LAND LOCATED IN A PORTION OF THE NORTHWEST QUARTER OF SECTION 2, TOWNSHIP 3 NORTH, RANGE 10 EAST OF THE WILLAMETTE MERIDIAN, SKAMANIA COUNTY, WASHINGTON, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

**COMMENCING** AT THE NORTH QUARTER CORNER OF SECTION 2, TOWNSHIP 3 NORTH, RANGE 10 EAST OF THE WILLAMETTE MERIDIAN, SKAMANIA COUNTY, WASHINGTON;

THENCE SOUTH 15°54'25" WEST, 1043.14 FEET TO THE NORTHEAST CORNER OF CABIN SITE 16 AS DEPICTED AND SHOWN ON AREA 2A OF THE DAVIS CONSULTING GROUP, INC. MAP PREPARED FOR PACIFICORP;

THENCE NORTH 35°17'22" WEST, 13.59 FEET TO **THE POINT OF BEGINNING** OF THIS DESCRIPTION;  
 THENCE NORTH 35°17'22" WEST, 199.15 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE SOUTHERLY, SAID CURVE HAS A RADIUS OF 126.75 FEET, TO WHICH A RADIAL LINE BEARS NORTH 19°32'00" WEST, ALSO BEING THE SOUTHERLY RIGHT-OF-WAY LINE OF NORTHWEST LAKE ROAD;  
 THENCE EASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 10°29'38" AN ARC DISTANCE OF 23.21 FEET TO A POINT OF NON-TANGENCY;  
 THENCE NORTH 80°00'27" EAST, 56.71 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHERLY, SAID CURVE HAS A RADIUS OF 420.00 FEET;  
 THENCE EASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 14°42'51" AN ARC DISTANCE OF 107.86 FEET TO A POINT OF TANGENCY;  
 THENCE NORTH 65°17'10" EAST, 26.74 FEET TO A POINT;  
 THENCE SOUTH 34°21'28" EAST, 121.84 FEET TO A POINT;  
 THENCE SOUTH 51°19'54" WEST, 63.39 FEET TO A POINT;  
 THENCE SOUTH 25°16'29" EAST, 83.00 FEET TO A POINT;  
 THENCE SOUTH 48°00'06" WEST, 206.47 FEET TO A POINT;  
 THENCE SOUTH 58°58'18" WEST, 50.05 FEET TO A POINT;  
 THENCE NORTH 32°17'22" WEST, 20.72 FEET TO A POINT;  
 THENCE SOUTH 72°38'24" WEST, 43.01 FEET TO A POINT;  
 THENCE NORTH 66°47'35" WEST, 30.52 FEET TO A POINT;  
 THENCE NORTH 84°09'20" EAST, 25.40 FEET TO A POINT;  
 THENCE NORTH 25°24'11" WEST, 9.20 FEET TO A POINT;  
 THENCE NORTH 64°43'35" EAST, 7.94 FEET TO A POINT;  
 THENCE SOUTH 32°37'23" EAST, 10.59 FEET TO A POINT;  
 THENCE NORTH 67°47'10" EAST, 36.23 FEET TO A POINT;  
 THENCE NORTH 44°37'01" EAST, 25.07 FEET TO A POINT;  
 THENCE NORTH 23°54'40" EAST, 113.99 FEET TO **THE POINT OF BEGINNING**.  
 CONTAINING 51,562 SQUARE FEET MORE OR LESS.

#### **CABIN SITE 17/LOT 17**

A TRACT OF LAND LOCATED IN A PORTION OF THE NORTHWEST QUARTER OF SECTION 2, TOWNSHIP 3 NORTH, RANGE 10 EAST OF THE WILLAMETTE MERIDIAN, SKAMANIA COUNTY, WASHINGTON, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

**COMMENCING** AT THE NORTH QUARTER CORNER OF SECTION 2, TOWNSHIP 3 NORTH, RANGE 10 EAST OF THE WILLAMETTE MERIDIAN, SKAMANIA COUNTY, WASHINGTON;

THENCE SOUTH 22°08'23" WEST, A DISTANCE OF 964.62 FEET TO THE NORTHERLY MOST NORTHEAST CORNER OF CABIN SITE 17 AS DEPICTED AND SHOWN ON AREA 2A OF THE DAVIS CONSULTING GROUP, INC. MAP PREPARED FOR PACIFICORP AND **THE POINT OF BEGINNING** OF THIS DESCRIPTION;

THENCE SOUTH 35°17'22" EAST, 120.80 FEET TO A POINT;  
 THENCE SOUTH 23°54'40" WEST, 113.99 FEET TO A POINT;  
 THENCE NORTH 49°51'40" WEST, 50.86 FEET TO A POINT;



THENCE NORTH 34°51'39" WEST, 191.71 FEET TO A POINT ON THE  
SOUTHEASTERLY RIGHT-OF-WAY LINE OF NORTHWEST LAKE ROAD;  
THENCE NORTH 30°44'13" EAST, ALONG SAID SOUTHEASTERLY RIGHT-OF-WAY  
LINE OF NORTHWEST LAKE ROAD, 28.05 FEET TO THE BEGINNING OF A NON-  
TANGENT CURVE CONCAVE SOUTHEASTERLY, SAID CURVE HAS A RADIUS OF  
126.76 FEET, TO WHICH A RADIAL LINE BEARS NORTH 58°08'33" WEST;  
THENCE NORTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF  
38°36'29" AN ARC DISTANCE OF 85.41 FEET TO A POINT;  
THENCE SOUTH 35°17'22" EAST, 78.34 FEET **TO THE POINT OF BEGINNING.**

CONTAINING 25,081 SQUARE FEET MORE OR LESS

**CABIN SITE 18/LOT 18**

A TRACT OF LAND LOCATED IN A PORTION OF THE NORTHWEST QUARTER OF  
SECTION 2, TOWNSHIP 3 NORTH, RANGE 10 EAST OF THE WILLAMETTE  
MERIDIAN, SKAMANIA COUNTY, WASHINGTON, MORE PARTICULARLY  
DESCRIBED AS FOLLOWS:

**COMMENCING** AT THE NORTH QUARTER CORNER OF SECTION 2, TOWNSHIP 3  
NORTH, RANGE 10 EAST OF THE WILLAMETTE MERIDIAN, SKAMANIA COUNTY,  
WASHINGTON;

THENCE SOUTH 17°25'04" WEST, A DISTANCE OF 1160.37 FEET TO THE SOUTHEAST  
CORNER OF CABIN SITE 18 AS DEPICTED AND SHOWN ON AREA 2A OF THE DAVIS  
CONSULTING GROUP, INC. MAP PREPARED FOR PACIFICORP;

THENCE NORTH 35°04'11" WEST, 2.40 FEET **TO THE POINT OF BEGINNING** OF THIS  
DESCRIPTION;

THENCE SOUTH 44°37'01" WEST, 12.58 FEET TO A POINT;

THENCE SOUTH 67°47'10" WEST, 36.23 FEET TO A POINT;

THENCE NORTH 32°37'23" WEST, 10.59 FEET TO A POINT;

THENCE SOUTH 64°43'35" WEST, 7.94 FEET TO A POINT;

THENCE SOUTH 25°24'11" EAST, 9.20 FEET TO A POINT;

THENCE SOUTH 84°09'20" WEST, 25.40 FEET TO A POINT;

THENCE NORTH 24°12'30" WEST, 207.98 FEET TO A POINT ON THE

SOUTHEASTERLY RIGHT-OF-WAY LINE OF NORTHWEST LAKE ROAD;

THENCE NORTH 30°44'13" EAST, ALONG SAID SOUTHEASTERLY RIGHT-OF-WAY  
LINE OF NORTHWEST LAKE ROAD, 43.41 FEET TO A POINT;

THENCE SOUTH 34°51'39" EAST, 191.71 FEET TO A POINT;

THENCE SOUTH 49°51'40" EAST, 50.86 FEET TO A POINT;

THENCE SOUTH 44°37'01" WEST, 12.49 FEET **TO THE POINT OF BEGINNING.**

CONTAINING 13,806 SQUARE FEET MORE OR LESS.

**CABIN SITE 19/LOT 19**

A TRACT OF LAND LOCATED IN A PORTION OF THE NORTHWEST QUARTER OF  
SECTION 2, TOWNSHIP 3 NORTH, RANGE 10 EAST OF THE WILLAMETTE  
MERIDIAN, SKAMANIA COUNTY, WASHINGTON, MORE PARTICULARLY  
DESCRIBED AS FOLLOWS:

**COMMENCING AT THE NORTH QUARTER CORNER OF SECTION 2, TOWNSHIP 3 NORTH, RANGE 10 EAST OF THE WILLAMETTE MERIDIAN, SKAMANIA COUNTY, WASHINGTON;**

THENCE SOUTH 16°41'14" WEST, A DISTANCE OF 1171.94 FEET TO THE NORTHEAST CORNER OF CABIN SITE 19 AS DEPICTED AND SHOWN ON AREA 2A OF THE DAVIS CONSULTING GROUP, INC. MAP PREPARED FOR PACIFICORP;

**THENCE SOUTH 35°04'11" EAST, A DISTANCE OF 19.04 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION;**

THENCE SOUTH 35°04'11" EAST, 95.02 FEET TO A POINT;

THENCE SOUTH 71°39'53" WEST, 122.39 FEET TO A POINT;

THENCE NORTH 47°16'53" WEST, 73.43 FEET TO A POINT;

THENCE NORTH 29°50'14" WEST, 68.71 FEET TO A POINT;

THENCE SOUTH 88°51'14" WEST, 2.74 FEET TO A POINT;

THENCE NORTH 26°50'01" WEST, 155.21 FEET TO A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF NORTHWEST LAKE ROAD;

THENCE NORTH 30°44'13" EAST, ALONG THE SOUTH RIGHT-OF-WAY LINE OF NORTHWEST LAKE ROAD, 73.36 FEET TO A POINT;

THENCE SOUTH 24°12'30" EAST, 207.98 FEET TO A POINT;

THENCE SOUTH 66°47'35" EAST, 30.52 FEET TO A POINT;

THENCE NORTH 72°38'24" EAST, 43.01 FEET TO A POINT;

THENCE SOUTH 32°17'22" EAST, 20.72 FEET TO A POINT;

THENCE NORTH 58°59'47" EAST, 22.83 FEET TO **THE POINT OF BEGINNING.**

CONTAINING 25,404 SQUARE FEET MORE OR LESS.

#### **CABIN SITE 20/LOT 20**

A TRACT OF LAND LOCATED IN A PORTION OF THE NORTHWEST QUARTER OF SECTION 2, TOWNSHIP 3 NORTH, RANGE 10 EAST OF THE WILLAMETTE MERIDIAN, SKAMANIA COUNTY, WASHINGTON, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

**COMMENCING AT THE NORTH QUARTER CORNER OF SECTION 2, TOWNSHIP 3 NORTH, RANGE 10 EAST OF THE WILLAMETTE MERIDIAN, SKAMANIA COUNTY, WASHINGTON;**

THENCE SOUTH 22°39'32" WEST, A DISTANCE OF 1240.86 FEET TO THE NORTHEAST CORNER OF CABIN SITE 20 AS DEPICTED AND SHOWN ON AREA 2A OF THE DAVIS CONSULTING GROUP, INC. MAP PREPARED FOR PACIFICORP AND **THE POINT OF BEGINNING OF THIS DESCRIPTION;**

THENCE NORTH 88°51'14" EAST, 2.74 FEET TO A POINT;

THENCE SOUTH 29°50'14" EAST, 68.71 FEET TO A POINT;

THENCE SOUTH 47°16'53" EAST, 73.43 FEET TO A POINT;

THENCE SOUTH 59°22'35" WEST, 97.78 FEET TO A POINT;

THENCE NORTH 39°17'46" WEST, 233.23 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE NORTHWESTERLY, SAID CURVE HAS A RADIUS OF 187.00 FEET, TO WHICH A RADIAL LINE BEARS SOUTH 53°07'40" EAST;

THENCE NORTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 6°08'07" AN ARC DISTANCE OF 20.02 FEET TO A POINT;

THENCE NORTH 30°44'13" EAST, 116.97 FEET TO A POINT;  
THENCE SOUTH 26°50'01" EAST, 155.21 FEET TO **THE POINT OF BEGINNING**.  
CONTAINING 26,358 SQUARE FEET MORE OR LESS.

**CABIN SITE 21/LOT 21**

A TRACT OF LAND LOCATED IN A PORTION OF THE NORTHWEST QUARTER OF SECTION 2, TOWNSHIP 3 NORTH, RANGE 10 EAST OF THE WILLAMETTE MERIDIAN, SKAMANIA COUNTY, WASHINGTON, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

**COMMENCING** AT THE NORTH QUARTER CORNER OF SECTION 2, TOWNSHIP 3 NORTH, RANGE 10 EAST OF THE WILLAMETTE MERIDIAN, SKAMANIA COUNTY, WASHINGTON;

THENCE SOUTH 24°04'42" WEST, A DISTANCE OF 1332.01 FEET TO THE NORTHEAST CORNER OF CABIN SITE 21 AS DEPICTED AND SHOWN ON AREA 2A OF THE DAVIS CONSULTING GROUP, INC. MAP PREPARED FOR PACIFICORP AND **THE POINT OF BEGINNING** OF THIS DESCRIPTION;

THENCE SOUTH 39°17'46" EAST, 113.90 FEET TO A POINT;

THENCE SOUTH 56°50'18" WEST, 255.43 FEET TO A POINT;

THENCE NORTH 08°09'05" WEST, 159.21 FEET TO A POINT;

THENCE SOUTH 88°43'37" EAST, 110.06 FEET TO A POINT;

THENCE NORTH 29°21'24" WEST, 138.91 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE NORTHWESTERLY, SAID CURVE HAS A RADIUS OF 187.00 FEET, TO WHICH A RADIAL LINE BEARS SOUTH 33°21'42" EAST, ALSO BEING THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF NORTHWEST LAKE ROAD;

THENCE NORTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 19°45'58" AN ARC DISTANCE OF 64.51 FEET TO A POINT OF NON-TANGENCY;

THENCE SOUTH 39°17'46" EAST, 119.33 FEET TO A POINT TO **THE POINT OF BEGINNING**.

CONTAINING 33,595 SQUARE FEET MORE OR LESS.

**CABIN SITE 24/LOT 24**

A TRACT OF LAND LOCATED IN A PORTION OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 2, TOWNSHIP 3 NORTH, RANGE 10 EAST OF THE WILLAMETTE MERIDIAN, SKAMANIA COUNTY, WASHINGTON, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

**COMMENCING** AT THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 2, TOWNSHIP 3 NORTH, RANGE 10 EAST OF THE WILLAMETTE MERIDIAN, SKAMANIA COUNTY, WASHINGTON;

THENCE SOUTH 88°43'37" EAST, 1614.46 FEET TO THE NORTHWEST CORNER OF CABIN SITE 24 AS DEPICTED AND SHOWN ON AREA 2A OF THE DAVIS CONSULTING GROUP, INC. MAP PREPARED FOR PACIFICORP AND **THE POINT OF BEGINNING** OF THIS DESCRIPTION;

THENCE SOUTH 88°43'37" EAST, 177.50 FEET TO A POINT;

THENCE SOUTH 07°08'09" EAST, 197.55 FEET TO A POINT;

THENCE SOUTH 81°25'41" WEST, 259.09 FEET TO A POINT;

THENCE NORTH 00°58'53" WEST, 239.91 FEET TO A POINT;  
THENCE SOUTH 88°43'37" EAST, 58.32 FEET TO **THE POINT OF BEGINNING**.  
CONTAINING 53,849 SQUARE FEET MORE OR LESS.

**CABIN SITE 26/LOT 26**

A TRACT OF LAND LOCATED IN A PORTION OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 2, TOWNSHIP 3 NORTH, RANGE 10 EAST OF THE WILLAMETTE MERIDIAN, SKAMANIA COUNTY, WASHINGTON, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

**COMMENCING** AT THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 2, TOWNSHIP 3 NORTH, RANGE 10 EAST OF THE WILLAMETTE MERIDIAN, SKAMANIA COUNTY, WASHINGTON;  
THENCE SOUTH 88°43'37" EAST, ALONG THE NORTH LINE OF SAID SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 2, 1382.25 FEET TO **THE POINT OF BEGINNING** OF THIS DESCRIPTION;  
THENCE SOUTH 88°43'37" EAST, 173.89 FEET TO A POINT;  
THENCE SOUTH 00°58'53" EAST, 239.91 FEET TO A POINT;  
THENCE SOUTH 77°02'32" WEST, 39.02 FEET TO A POINT;  
THENCE NORTH 80°45'25" WEST, 191.14 FEET TO A POINT;  
THENCE NORTH 12°23'30" EAST, 227.08 FEET TO **THE POINT OF BEGINNING**.  
CONTAINING 47,925 SQUARE FEET MORE OR LESS.

**CABIN SITE 27/LOT 27**

A TRACT OF LAND LOCATED IN A PORTION OF THE SOUTH HALF OF THE NORTHWEST QUARTER OF SECTION 2, TOWNSHIP 3 NORTH, RANGE 10 EAST OF THE WILLAMETTE MERIDIAN, SKAMANIA COUNTY, WASHINGTON, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

**COMMENCING** AT THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 2, TOWNSHIP 3 NORTH, RANGE 10 EAST OF THE WILLAMETTE MERIDIAN, SKAMANIA COUNTY, WASHINGTON;  
THENCE SOUTH 88°43'37" EAST, ALONG THE NORTH LINE OF SAID SOUTH HALF OF THE NORTHWEST QUARTER OF SECTION 2, 1268.12 FEET TO **THE POINT OF BEGINNING**;  
THENCE SOUTH 88°43'37" EAST, 114.13 FEET TO A POINT;  
THENCE SOUTH 12°23'30" WEST, 227.08 FEET TO A POINT;  
THENCE NORTH 77°11'26" WEST, 110.39 FEET TO A POINT;  
THENCE NORTH 11°56'31" EAST, 204.27 FEET TO **THE POINT OF BEGINNING**.  
CONTAINING 23,988 SQUARE FEET MORE OR LESS.

**CABIN SITE 28/LOT 28**

A TRACT OF LAND LOCATED IN A PORTION OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 2, TOWNSHIP 3 NORTH, RANGE 10 EAST OF THE WILLAMETTE MERIDIAN, SKAMANIA COUNTY, WASHINGTON, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

**COMMENCING** AT THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 2, TOWNSHIP 3 NORTH, RANGE 10 EAST OF THE WILLAMETTE MERIDIAN, SKAMANIA COUNTY, WASHINGTON;  
THENCE SOUTH 88°43'37" EAST, ALONG THE NORTH LINE OF SAID SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 2, 1144.10 FEET TO **THE POINT OF BEGINNING** OF THIS DESCRIPTION;  
THENCE SOUTH 88°43'37" EAST, 124.02 FEET TO A POINT;  
THENCE SOUTH 11°56'31" WEST, 204.27 FEET TO A POINT;  
THENCE SOUTH 77°05'15" WEST, 123.84 FEET TO A POINT;  
THENCE NORTH 09°36'07" EAST, 233.55 FEET TO **THE POINT OF BEGINNING**.  
CONTAINING 25,806 SQUARE FEET MORE OR LESS.

**CABIN SITE 29/LOT 29**

A TRACT OF LAND LOCATED IN A PORTION OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 2, TOWNSHIP 3 NORTH, RANGE 10 EAST OF THE WILLAMETTE MERIDIAN, SKAMANIA COUNTY, WASHINGTON, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

**COMMENCING** AT THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 2, TOWNSHIP 3 NORTH, RANGE 10 EAST OF THE WILLAMETTE MERIDIAN, SKAMANIA COUNTY, WASHINGTON;  
THENCE SOUTH 88°43'37" EAST, ALONG THE NORTH LINE OF SAID SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 2, A DISTANCE OF 1011.81 FEET TO **THE POINT OF BEGINNING** OF THIS DESCRIPTION;  
THENCE SOUTH 88°43'37" EAST, 132.29 FEET TO A POINT;  
THENCE SOUTH 09°36'37" WEST, 233.55 FEET TO A POINT;  
THENCE SOUTH 52°38'47" WEST, 67.70 FEET TO A POINT;  
THENCE SOUTH 74°59'24" WEST, 51.20 FEET TO A POINT;  
THENCE NORTH 01°42'43" EAST, 135.28 FEET TO A POINT;  
THENCE NORTH 24°14'01" WEST, 57.91 FEET TO A POINT;  
THENCE NORTH 01°23'34" EAST, 12.30 FEET TO A POINT;  
THENCE NORTH 18°38'24" EAST, 92.06 FEET TO **THE POINT OF BEGINNING**.  
CONTAINING 32,750 SQUARE FEET, MORE OR LESS.

**CABIN SITE 30/LOT 30**

A TRACT OF LAND LOCATED IN A PORTION OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 2, TOWNSHIP 3 NORTH, RANGE 10 EAST OF THE WILLAMETTE MERIDIAN, SKAMANIA COUNTY, WASHINGTON, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

**COMMENCING** AT THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 2, TOWNSHIP 3 NORTH, RANGE 10 EAST OF THE WILLAMETTE MERIDIAN, SKAMANIA COUNTY, WASHINGTON;  
THENCE SOUTH 88°43'37" EAST, ALONG THE NORTH LINE OF SAID SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 2, A DISTANCE OF 929.49 FEET TO **THE POINT OF BEGINNING** OF THIS DESCRIPTION;  
THENCE SOUTH 88°43'37" EAST, 82.32 FEET TO A POINT;



THENCE SOUTH 18°38'24" WEST, 92.06 FEET TO A POINT;  
THENCE SOUTH 1°23'34" WEST, 12.30 FEET TO A POINT;  
THENCE SOUTH 24°14'01" EAST, 57.91 FEET TO A POINT;  
THENCE SOUTH 1°42'43" WEST, 135.28 FEET TO A POINT;  
THENCE NORTH 61°24'55" WEST, 143.56 FEET TO A POINT;  
THENCE NORTH 13°41'23" EAST, 227.15 FEET TO **THE POINT OF BEGINNING**.  
CONTAINING 25,369 SQUARE FEET, MORE OR LESS.

**CABIN SITE 31/LOT 31**

A TRACT OF LAND LOCATED IN A PORTION OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 2, TOWNSHIP 3 NORTH, RANGE 10 EAST OF THE WILLAMETTE MERIDIAN, SKAMANIA COUNTY, WASHINGTON, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

**COMMENCING** AT THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 2, TOWNSHIP 3 NORTH, RANGE 10 EAST OF THE WILLAMETTE MERIDIAN, SKAMANIA COUNTY, WASHINGTON;  
THENCE SOUTH 88°43'37" EAST, ALONG THE NORTH LINE OF SAID SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 2, 770.08 FEET TO THE NORTHWEST CORNER OF CABIN SITE 31 AS DEPICTED AND SHOWN ON AREA 2B OF THE DAVIS CONSULTING GROUP, INC. MAP PREPARED FOR PACIFICORP AND **THE POINT OF BEGINNING** OF THIS DESCRIPTION;

THENCE SOUTH 88°43'37" EAST, ALONG THE NORTH LINE OF SAID SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 2, 159.40 FEET TO A POINT;  
THENCE SOUTH 13°41'23" WEST, 227.15 FEET TO A POINT;  
THENCE NORTH 79°40'10" WEST, 148.26 FEET TO A POINT;  
THENCE SOUTH 06°20'27" EAST, 199.27 FEET TO A POINT ON THE NORTH LINE OF SAID SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 2;  
THENCE SOUTH 88°43'37" EAST, ALONG THE NORTH LINE OF SAID SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 2, 18.25 FEET TO **THE POINT OF BEGINNING**.  
CONTAINING 34,441 SQUARE FEET MORE OR LESS.

**CABIN SITE 32/LOT 32**

A TRACT OF LAND LOCATED IN A PORTION OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 2, TOWNSHIP 3 NORTH, RANGE 10 EAST OF THE WILLAMETTE MERIDIAN, SKAMANIA COUNTY, WASHINGTON, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

**COMMENCING** AT THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 2, TOWNSHIP 3 NORTH, RANGE 10 EAST OF THE WILLAMETTE MERIDIAN, SKAMANIA COUNTY, WASHINGTON;  
THENCE SOUTH 88°43'37" EAST, ALONG THE NORTH LINE OF SAID SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 2, 619.07 FEET TO THE NORTHWEST CORNER OF CABIN SITE 32 AS DEPICTED AND SHOWN ON AREA 2B OF THE DAVIS CONSULTING GROUP, INC. MAP PREPARED FOR PACIFICORP AND **THE POINT OF BEGINNING** OF THIS DESCRIPTION;

THENCE SOUTH 88°43'37" EAST, ALONG THE NORTH LINE OF SAID SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 2, 132.77 FEET TO A POINT;  
THENCE SOUTH 06°20'27" WEST, 199.27 FEET TO A POINT;  
THENCE NORTH 67°23'41" WEST, 136.15 FEET TO A POINT;  
THENCE NORTH 05°44'52" EAST, 149.42 FEET TO **THE POINT OF BEGINNING**.  
CONTAINING 22,911 SQUARE FEET MORE OR LESS.

**CABIN SITE 33/LOT 33**

A TRACT OF LAND LOCATED IN A PORTION OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 2, TOWNSHIP 3 NORTH, RANGE 10 EAST OF THE WILLAMETTE MERIDIAN, SKAMANIA COUNTY, WASHINGTON, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

**COMMENCING** AT THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 2, TOWNSHIP 3 NORTH, RANGE 10 EAST OF THE WILLAMETTE MERIDIAN, SKAMANIA COUNTY, WASHINGTON;  
THENCE SOUTH 88°43'37" EAST, ALONG THE NORTH LINE OF SAID SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 2, 455.38 FEET TO THE NORTHWEST CORNER OF CABIN SITE 33 AS DEPICTED AND SHOWN ON AREA 2B OF THE DAVIS CONSULTING GROUP, INC. MAP PREPARED FOR PACIFICORP AND **THE POINT OF BEGINNING** OF THIS DESCRIPTION;

THENCE SOUTH 88°43'37" EAST, ALONG THE NORTH LINE OF SAID SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 2, 163.38 FEET TO A POINT;  
THENCE SOUTH 05°44'52" WEST, 149.42 FEET TO A POINT;  
THENCE NORTH 88°44'33" WEST, 162.92 FEET TO A POINT;  
THENCE NORTH 05°27'10" EAST, 149.41 FEET TO **THE POINT OF BEGINNING**.  
CONTAINING 24,329 SQUARE FEET MORE OR LESS.

**CABIN SITE 34/LOT 34**

A TRACT OF LAND LOCATED IN A PORTION OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 2, TOWNSHIP 3 NORTH, RANGE 10 EAST OF THE WILLAMETTE MERIDIAN, SKAMANIA COUNTY, WASHINGTON, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

**COMMENCING** AT THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 2, TOWNSHIP 3 NORTH, RANGE 10 EAST OF THE WILLAMETTE MERIDIAN, SKAMANIA COUNTY, WASHINGTON;  
THENCE SOUTH 88°43'37" EAST, ALONG THE NORTH LINE OF SAID SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 2, 321.20 FEET TO THE NORTHWEST CORNER OF CABIN SITE 34 AS DEPICTED AND SHOWN ON AREA 2B OF THE DAVIS CONSULTING GROUP, INC. MAP PREPARED FOR PACIFICORP AND **THE POINT OF BEGINNING** OF THIS DESCRIPTION;

THENCE SOUTH 88°43'37" EAST, ALONG THE NORTH LINE OF SAID SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 2, 134.19 FEET TO A POINT;  
THENCE SOUTH 05°27'10" WEST, 149.41 FEET TO A POINT;  
THENCE NORTH 87°14'39" WEST, 131.28 FEET TO A POINT;  
THENCE NORTH 04°23'41" EAST, 145.83 FEET TO **THE POINT OF BEGINNING**.

CONTAINING 19,566 SQUARE FEET MORE OR LESS.

**CABIN SITE 35/LOT 35**

A TRACT OF LAND LOCATED IN A PORTION OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 2, TOWNSHIP 3 NORTH, RANGE 10 EAST OF THE WILLAMETTE MERIDIAN, SKAMANIA COUNTY, WASHINGTON, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

**COMMENCING** AT THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 2, TOWNSHIP 3 NORTH, RANGE 10 EAST OF THE WILLAMETTE MERIDIAN, SKAMANIA COUNTY, WASHINGTON;

THENCE SOUTH 88°43'37" EAST, ALONG THE NORTH LINE OF SAID SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 2, 179.03 FEET TO THE NORTHWEST CORNER OF CABIN SITE 35 AS DEPICTED AND SHOWN ON AREA 2B OF THE DAVIS CONSULTING GROUP, INC. MAP PREPARED FOR PACIFICORP AND **THE POINT OF BEGINNING** OF THIS DESCRIPTION;

THENCE SOUTH 88°43'37" EAST, ALONG THE NORTH LINE OF SAID SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 2, 142.17 FEET TO A POINT;

THENCE SOUTH 04°23'41" WEST, 145.83 FEET TO A POINT;

THENCE SOUTH 76°36'49" WEST, 141.76 FEET TO A POINT;

THENCE NORTH 00°40'30" EAST, 174.27 FEET TO A POINT ON THE NORTH LINE OF SAID SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 2;

THENCE SOUTH 88°43'37" EAST, ALONG THE NORTH LINE OF SAID SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 2, 6.42 FEET TO **THE POINT OF BEGINNING**.

CONTAINING 22,941 SQUARE FEET MORE OR LESS.

**CABIN SITE 36/LOT 36**

A TRACT OF LAND LOCATED IN A PORTION OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 2, AND THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 3, TOWNSHIP 3 NORTH, RANGE 10 EAST OF THE WILLAMETTE MERIDIAN, SKAMANIA COUNTY, WASHINGTON, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

**BEGINNING** AT THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 2, TOWNSHIP 3 NORTH, RANGE 10 EAST OF THE WILLAMETTE MERIDIAN, SKAMANIA COUNTY, WASHINGTON;

THENCE SOUTH 88°43'37" EAST, ALONG THE NORTH LINE OF SAID SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 2, 172.60 FEET TO A POINT; THENCE SOUTH 00°40'30" WEST, 174.27 FEET TO A POINT; THENCE SOUTH 71°52'35" WEST, 216.79 FEET TO A POINT;

THENCE NORTH 09°30'29" WEST, 251.22 FEET TO A POINT ON THE NORTH LINE OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 3;

THENCE SOUTH 88°20'06" EAST, ALONG SAID NORTH LINE OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 3, 77.05 FEET TO **THE POINT OF BEGINNING**.

CONTAINING 48,630 SQUARE FEET MORE OR LESS.

**CABIN SITE 36B/LOT 36B**

A TRACT OF LAND LOCATED IN A PORTION OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 3, TOWNSHIP 3 NORTH, RANGE 10 EAST OF THE WILLAMETTE MERIDIAN, SKAMANIA COUNTY, WASHINGTON, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

**COMMENCING** AT THE NORTHEAST CORNER OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 3, TOWNSHIP 3 NORTH, RANGE 10 EAST OF THE WILLAMETTE MERIDIAN, SKAMANIA COUNTY, WASHINGTON;

THENCE NORTH 88°20'06" WEST, ALONG THE NORTH LINE OF SAID SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 3, 77.05 FEET TO **THE POINT OF BEGINNING** OF THIS DESCRIPTION;

THENCE SOUTH 09°30'29" EAST, 251.22 FEET TO A POINT;

THENCE SOUTH 62°19'38" WEST, 81.09 FEET TO A POINT;

THENCE SOUTH 65°30'40" WEST, 165.10 FEET TO A POINT;

THENCE NORTH 20°38'14" WEST, 278.64 FEET TO A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF NORTHWEST LAKE ROAD;

THENCE EASTERLY ALONG THE SOUTH RIGHT-OF-WAY LINE OF NORTHWEST LAKE ROAD THE FOLLOWING SEVEN (7) COURSES.

1) THENCE NORTH 31°55'37" EAST, A DISTANCE OF 47.62 FEET TO A POINT;

2) THENCE NORTH 46°00'12" EAST, A DISTANCE OF 46.15 FEET TO A POINT;

3) THENCE NORTH 62°14'22" EAST, A DISTANCE OF 27.21 FEET TO A POINT;

4) THENCE NORTH 88°48'51" EAST, A DISTANCE OF 40.43 FEET TO A POINT;

5) THENCE SOUTH 84°13'21" EAST, A DISTANCE OF 51.51 FEET TO A POINT;

6) THENCE NORTH 86°29'55" EAST, A DISTANCE OF 51.93 FEET TO A POINT;

7) THENCE NORTH 80°10'56" EAST, A DISTANCE OF 53.60 FEET TO **THE POINT OF BEGINNING**.

CONTAINING 78,979 SQUARE FEET MORE OR LESS.

**CABIN SITE 37/LOT 37**

A TRACT OF LAND LOCATED IN A PORTION OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 3, TOWNSHIP 3 NORTH, RANGE 10 EAST OF THE WILLAMETTE MERIDIAN, SKAMANIA COUNTY, WASHINGTON, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

**COMMENCING** AT THE SOUTHWEST CORNER OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 3, TOWNSHIP 3 NORTH, RANGE 10 EAST OF THE WILLAMETTE MERIDIAN, SKAMANIA COUNTY, WASHINGTON;

THENCE NORTH 45°46'25" EAST, A DISTANCE OF 194.84 FEET TO THE WESTERLY MOST CORNER OF LOT 37, AS DEPICTED AND SHOWN ON AREA 3A OF THE DAVIS CONSULTING GROUP, INC. MAP PREPARED FOR PACIFICORP AND **THE POINT OF BEGINNING** OF THIS DESCRIPTION;

THENCE NORTH 59°59'16" WEST, 75.91 FEET TO A POINT;

THENCE NORTH 61°18'12" EAST, 52.86 FEET TO A POINT;

THENCE SOUTH 82°22'55" EAST, 90.47 FEET TO A POINT;

THENCE SOUTH 3°18'19" EAST, 16.95 FEET TO A POINT;



THENCE SOUTH 34°18'38" EAST, 41.21 FEET TO A POINT;  
THENCE SOUTH 1°40'56" EAST, 16.76 FEET TO A POINT;  
THENCE SOUTH 27°15'11" EAST, 61.69 FEET TO A POINT;  
THENCE NORTH 59°59'16" WEST, 142.33 FEET TO **THE POINT OF BEGINNING**.  
CONTAINING 9,837 SQUARE FEET MORE OR LESS.

**CABIN SITE 38/LOT 38**

A TRACT OF LAND LOCATED IN A PORTION OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 3, TOWNSHIP 3 NORTH, RANGE 10 EAST OF THE WILLAMETTE MERIDIAN, SKAMANIA COUNTY, WASHINGTON, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

**COMMENCING** AT THE SOUTHWEST CORNER OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 3, TOWNSHIP 3 NORTH, RANGE 10 EAST OF THE WILLAMETTE MERIDIAN, SKAMANIA COUNTY, WASHINGTON;  
THENCE NORTH 45°46'25" EAST, A DISTANCE OF 194.84 FEET TO THE WESTERLY MOST CORNER OF LOT 37, AS DEPICTED AND SHOWN ON AREA 3A OF THE DAVIS CONSULTING GROUP, INC. MAP PREPARED FOR PACIFICORP AND **THE POINT OF BEGINNING** OF THIS DESCRIPTION;

THENCE SOUTH 59°59'16" EAST, 142.33 FEET TO A POINT;  
THENCE SOUTH 27°16'44" EAST, 84.20 FEET TO A POINT;  
THENCE NORTH 88°04'33" WEST, 109.14 FEET TO A POINT;  
THENCE NORTH 59°24'38" WEST, 82.17 FEET TO A POINT;  
THENCE NORTH 49°01'02" WEST, 76.35 FEET TO A POINT;  
THENCE NORTH 6°22'39" EAST, 88.99 FEET TO A POINT;  
THENCE SOUTH 59°59'16" EAST, 75.91 FEET TO **THE POINT OF BEGINNING**.  
CONTAINING 21,280 SQUARE FEET, MORE OR LESS.

**CABIN SITE 39/LOT 39**

A TRACT OF LAND LOCATED IN A PORTION OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 3, TOWNSHIP 3 NORTH, RANGE 10 EAST OF THE WILLAMETTE MERIDIAN, SKAMANIA COUNTY, WASHINGTON, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

**COMMENCING** AT THE NORTHWEST CORNER OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 3, TOWNSHIP 3 NORTH, RANGE 10 EAST OF THE WILLAMETTE MERIDIAN, SKAMANIA COUNTY, WASHINGTON;  
THENCE SOUTH 45°19'58" EAST, A DISTANCE OF 402.76 FEET TO THE SOUTHERLY MOST CORNER OF LOT 39, AS DEPICTED AND SHOWN ON AREA 3A OF THE DAVIS CONSULTING GROUP, INC. MAP PREPARED FOR PACIFICORP;  
THENCE NORTH 26°53'52" WEST, 8.33 FEET TO **THE POINT OF BEGINNING** OF THIS DESCRIPTION;

THENCE NORTH 26°53'52" WEST, 83.93 FEET TO A POINT;  
THENCE NORTH 77°32'17" WEST, 99.02 FEET TO A POINT;  
THENCE NORTH 62°38'43" WEST, 86.32 FEET TO A POINT;  
THENCE NORTH 42°08'34" EAST, 173.07 FEET TO A POINT;  
THENCE SOUTH 88°04'33" EAST, 109.14 FEET TO A POINT;



THENCE SOUTH 24°49'15" EAST, 84.78 FEET TO A POINT;  
THENCE SOUTH 33°59'55" EAST, 110.41 FEET TO A POINT;  
THENCE SOUTH 50°22'59" WEST, 144.36 FEET TO **THE POINT OF BEGINNING**.  
CONTAINING 44,554 SQUARE FEET, MORE OR LESS.

**CABIN SITE 40/LOT 40**

A TRACT OF LAND LOCATED IN A PORTION OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 3, TOWNSHIP 3 NORTH, RANGE 10 EAST OF THE WILLAMETTE MERIDIAN, SKAMANIA COUNTY, WASHINGTON, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

**COMMENCING** AT THE NORTHWEST CORNER OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 3, TOWNSHIP 3 NORTH, RANGE 10 EAST OF THE WILLAMETTE MERIDIAN, SKAMANIA COUNTY, WASHINGTON;  
THENCE SOUTH 46°19'58" EAST, A DISTANCE OF 402.76 FEET TO THE SOUTHERLY MOST CORNER OF LOT 39, AS DEPICTED AND SHOWN ON AREA 3A OF THE DAVIS CONSULTING GROUP, INC. MAP PREPARED FOR PACIFICORP;  
THENCE NORTH 26°53'52" WEST, 8.33 FEET TO **THE POINT OF BEGINNING** OF THIS DESCRIPTION;  
THENCE NORTH 50°22'59" EAST, 144.36 FEET TO A POINT;  
THENCE SOUTH 23°35'00" EAST, 101.08 FEET TO A POINT;  
THENCE SOUTH 5°47'41" EAST, 46.91 FEET TO A POINT;  
THENCE SOUTH 89°57'13" WEST, 170.03 FEET TO A POINT;  
THENCE (5) NORTH 16°03'36" EAST, 49.31 FEET TO **THE POINT OF BEGINNING**.  
CONTAINING 14,577 SQUARE FEET, MORE OR LESS.

**CABIN SITE 41/LOT 41**

A TRACT OF LAND LOCATED IN A PORTION OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 3, TOWNSHIP 3 NORTH, RANGE 10 EAST OF THE WILLAMETTE MERIDIAN, SKAMANIA COUNTY, WASHINGTON, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

**COMMENCING** AT THE NORTHWEST CORNER OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 3, TOWNSHIP 3 NORTH, RANGE 10 EAST OF THE WILLAMETTE MERIDIAN, SKAMANIA COUNTY, WASHINGTON;  
THENCE SOUTH 40°44'14" EAST, A DISTANCE OF 419.76 FEET TO THE NORTHWEST CORNER OF LOT 41, AS DEPICTED AND SHOWN ON AREA 3A OF THE DAVIS CONSULTING GROUP, INC. MAP PREPARED FOR PACIFICORP AND **THE POINT OF BEGINNING** OF THIS DESCRIPTION;  
THENCE NORTH 89°57'13" EAST, 170.03 FEET TO A POINT;  
THENCE SOUTH 4°03'20" EAST, 54.49 FEET TO A POINT;  
THENCE SOUTH 13°19'51" WEST, 30.26 FEET TO A POINT;  
THENCE NORTH 59°48'55" WEST, 41.80 FEET TO A POINT;  
THENCE SOUTH 82°06'13" WEST, 39.71 FEET TO A POINT;  
THENCE SOUTH 87°38'23" WEST, 25.24 FEET TO A POINT;  
THENCE SOUTH 76°12'34" WEST, 7.23 FEET TO A POINT;  
THENCE SOUTH 35°10'19" WEST, 19.11 FEET TO A POINT;

THENCE SOUTH 73°53'55" WEST, 36.93 FEET TO A POINT;  
THENCE SOUTH 85°49'13" WEST, 46.43 FEET TO A POINT;  
THENCE NORTH 48°04'40" WEST, 77.86 FEET TO A POINT;  
THENCE NORTH 16°26'34" EAST, 22.01 FEET TO A POINT;  
THENCE NORTH 64°45'58" EAST, 45.34 FEET TO A POINT;  
THENCE NORTH 80°11'19" EAST, 44.95 FEET TO **THE POINT OF BEGINNING**.  
CONTAINING 19,679 SQUARE FEET, MORE OR LESS.

**CABIN SITE 42/LOT 42**

A TRACT OF LAND LOCATED IN A PORTION OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 3, TOWNSHIP 3 NORTH, RANGE 10 EAST OF THE WILLAMETTE MERIDIAN, SKAMANIA COUNTY, WASHINGTON, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

**COMMENCING** AT THE NORTHWEST CORNER OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 3, TOWNSHIP 3 NORTH, RANGE 10 EAST OF THE WILLAMETTE MERIDIAN, SKAMANIA COUNTY, WASHINGTON;  
THENCE SOUTH 34°38'54" EAST, A DISTANCE OF 504.18 FEET TO THE NORTHWEST CORNER OF LOT 42, AS DEPICTED AND SHOWN ON AREA 3A OF THE DAVIS CONSULTING GROUP, INC. MAP PREPARED FOR PACIFICORP AND **THE POINT OF BEGINNING** OF THIS DESCRIPTION;

THENCE NORTH 73°53'55" EAST, 36.93 FEET TO A POINT;  
THENCE NORTH 35°10'19" EAST, 19.11 FEET TO A POINT;  
THENCE NORTH 76°12'34" EAST, 7.23 FEET TO A POINT;  
THENCE NORTH 87°38'23" EAST, 25.24 FEET TO A POINT;  
THENCE NORTH 82°06'13" EAST, 39.71 FEET TO A POINT;  
THENCE SOUTH 59°48'55" EAST, 41.80 FEET TO A POINT;  
THENCE SOUTH 13°21'04" WEST, 39.27 FEET TO A POINT;  
THENCE SOUTH 44°30'28" WEST, 125.79 FEET TO A POINT;  
THENCE NORTH 32°53'15" WEST, 115.49 FEET TO A POINT;  
THENCE NORTH 17°52'41" EAST, 18.77 FEET TO **THE POINT OF BEGINNING**.  
CONTAINING 13,698 SQUARE FEET, MORE OR LESS.

**CABIN SITE 43/LOT 43**

A TRACT OF LAND LOCATED IN A PORTION OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 3, TOWNSHIP 3 NORTH, RANGE 10 EAST OF THE WILLAMETTE MERIDIAN, SKAMANIA COUNTY, WASHINGTON, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

**COMMENCING** AT THE NORTHWEST CORNER OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 3, TOWNSHIP 3 NORTH, RANGE 10 EAST OF THE WILLAMETTE MERIDIAN, SKAMANIA COUNTY, WASHINGTON;  
THENCE SOUTH 26°01'10" EAST, A DISTANCE OF 487.14 FEET TO THE NORTHERN MOST NORTHWEST CORNER OF LOT 43, AS DEPICTED AND SHOWN ON AREA 3A OF THE DAVIS CONSULTING GROUP, INC. MAP PREPARED FOR PACIFICORP;  
THENCE SOUTH 74°25'17" EAST, 21.73 FEET TO **THE POINT OF BEGINNING** OF THIS DESCRIPTION;

THENCE NORTH 76°42'55" EAST, 47.55 FEET TO A POINT;  
THENCE SOUTH 32°53'15" EAST, 115.49 FEET TO A POINT;  
THENCE SOUTH 52°14'18" WEST, 36.48 FEET TO A POINT;  
THENCE SOUTH 60°43'49" WEST, 57.61 FEET TO A POINT;  
THENCE NORTH 23°02'54" WEST, 79.03 FEET TO A POINT;  
THENCE NORTH 47°04'42" WEST, 14.31 FEET TO A POINT;  
THENCE NORTH 12°02'40" EAST, 55.28 FEET TO **THE POINT OF BEGINNING.**  
CONTAINING 10,262 SQUARE FEET, MORE OR LESS.

**CABIN SITE 44/LOT 44**

A TRACT OF LAND LOCATED IN A PORTION OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 3, TOWNSHIP 3 NORTH, RANGE 10 EAST OF THE WILLAMETTE MERIDIAN, SKAMANIA COUNTY, WASHINGTON, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

**COMMENCING** AT THE NORTHWEST CORNER OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 3, TOWNSHIP 3 NORTH, RANGE 10 EAST OF THE WILLAMETTE MERIDIAN, SKAMANIA COUNTY, WASHINGTON;  
THENCE SOUTH 21°45'38" EAST, A DISTANCE OF 531.41 FEET TO THE NORTHERN MOST CORNER OF LOT 44, AS DEPICTED AND SHOWN ON AREA 3A OF THE DAVIS CONSULTING GROUP, INC. MAP PREPARED FOR PACIFICORP AND **THE POINT OF BEGINNING** OF THIS DESCRIPTION;

THENCE SOUTH 80°59'28" EAST, 26.39 FEET TO A POINT;  
THENCE SOUTH 47°04'42" EAST, 14.31 FEET TO A POINT;  
THENCE SOUTH 23°02'54" EAST, 79.03 FEET TO A POINT;  
THENCE SOUTH 68°54'20" WEST, 158.54 FEET TO A POINT;  
THENCE NORTH 21°33'05" WEST, 59.55 FEET TO A POINT;  
THENCE NORTH 56°38'45" EAST, 47.78 FEET TO A POINT;  
THENCE NORTH 48°30'13" EAST, 73.98 FEET TO A POINT;  
THENCE NORTH 28°17'49" EAST, 14.74 FEET TO **THE POINT OF BEGINNING.**  
CONTAINING 12,742 SQUARE FEET, MORE OR LESS.

**CABIN SITE 45/LOT 45**

A TRACT OF LAND LOCATED IN A PORTION OF THE SOUTHEAST QUARTER OF SECTION 3, TOWNSHIP 3 NORTH, RANGE 10 EAST OF THE WILLAMETTE MERIDIAN, SKAMANIA COUNTY, WASHINGTON, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

**COMMENCING** AT THE NORTHWEST CORNER OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 3, TOWNSHIP 3 NORTH, RANGE 10 EAST OF THE WILLAMETTE MERIDIAN, SKAMANIA COUNTY, WASHINGTON;  
THENCE SOUTH 01°41'17" WEST, A DISTANCE OF 614.71 FEET TO THE NORTHEAST CORNER OF LOT 45, AS DEPICTED AND SHOWN ON AREA 3A OF THE DAVIS CONSULTING GROUP, INC. MAP PREPARED FOR PACIFICORP AND **THE POINT OF BEGINNING** OF THIS DESCRIPTION;

THENCE NORTH 66°03'21" EAST, 117.01 FEET TO A POINT;  
THENCE SOUTH 21°33'05" EAST, 75.52 FEET TO A POINT;

THENCE SOUTH 71°36'39" WEST, 218.60 FEET TO A POINT;  
THENCE NORTH 65°15'49" WEST, 39.26 FEET TO A POINT;  
THENCE NORTH 44°03'41" WEST, 41.79 FEET TO A POINT;  
THENCE NORTH 29°12'44" WEST, 131.39 FEET TO A POINT;  
THENCE NORTH 58°44'54" EAST, 234.31 FEET TO A POINT;  
THENCE SOUTH 52°26'52" EAST, 35.44 FEET TO A POINT;  
THENCE SOUTH 8°59'47" WEST, 171.50 FEET TO **THE POINT OF BEGINNING.**  
CONTAINING 47,581 SQUARE FEET, MORE OR LESS.

**LOT 46 (SHARD INFRASTRUCTURE LOT)**

A TRACT OF LAND LOCATED IN A PORTION OF THE SOUTHEAST QUARTER OF SECTION 3, TOWNSHIP 3 NORTH, RANGE 10 EAST OF THE WILLAMETTE MERIDIAN, SKAMANIA COUNTY, WASHINGTON, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

**COMMENCING** AT THE NORTHWEST CORNER OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 3, TOWNSHIP 3 NORTH, RANGE 10 EAST OF THE WILLAMETTE MERIDIAN, SKAMANIA COUNTY, WASHINGTON;  
THENCE SOUTH 29°29'49" EAST, A DISTANCE OF 154.86 FEET TO **THE POINT OF BEGINNING** OF THIS DESCRIPTION;

THENCE SOUTH 62°38'43" EAST, 86.32 FEET TO A POINT;  
THENCE SOUTH 77°32'17" EAST, 99.02 FEET TO A POINT;  
THENCE SOUTH 26°53'52" EAST, 83.93 FEET TO A POINT;  
THENCE SOUTH 16°03'55" WEST, 49.33 FEET TO A POINT;  
THENCE SOUTH 80°12'15" WEST, 44.94 FEET TO A POINT;  
THENCE SOUTH 64°45'58" WEST, 45.34 FEET TO A POINT;  
THENCE SOUTH 16°26'34" WEST, 22.01 FEET TO A POINT;  
THENCE SOUTH 48°04'40" EAST, 77.86 FEET TO A POINT;  
THENCE NORTH 85°49'13" EAST, 46.43 FEET TO A POINT;  
THENCE SOUTH 17°52'41" WEST, 18.77 FEET TO A POINT;  
THENCE SOUTH 76°40'32" WEST, 47.55 FEET TO A POINT;  
THENCE SOUTH 12°02'40" WEST, 55.28 FEET TO A POINT;  
THENCE NORTH 80°59'28" WEST, 26.39 FEET TO A POINT;  
THENCE SOUTH 28°17'49" WEST, 14.74 FEET TO A POINT;  
THENCE SOUTH 48°30'13" WEST, 73.98 FEET TO A POINT;  
THENCE SOUTH 56°38'45" WEST, 47.78 FEET TO A POINT;  
THENCE NORTH 21°33'05" WEST, 15.97 FEET TO A POINT;  
THENCE SOUTH 66°03'21" WEST, 117.01 FEET TO A POINT;  
THENCE NORTH 08°59'47" EAST, 171.50 FEET TO A POINT;  
THENCE NORTH 12°16'50" EAST, 317.53 FEET TO **THE POINT OF BEGINNING.**  
CONTAINING 83,053 SQUARE FEET, MORE OR LESS.

## PARCEL NUMBERS\*

*\*Note: once the Properties are sold by Seller and certain boundary lines adjustments are recorded, the Lots in Klickitat County will be assigned new Parcel Numbers.*

### RESIDENCE LOTS

*ZM 11/20/24*

The following are the Parcel Numbers for the Residence Lots within the Community.

Lot Number	Parcel Number	Former Cabin Site (for reference only)
<b><i>Klickitat County</i></b>		
1	A segregated portion (as described in the Legal Description above) of Tax Parcel 04103500009900.	2
2		3
3		4
54	A segregated portion (as described in the Legal Description above) of Tax Parcel 03100200100000.	54
55		55
56		56
60	A segregated portion (as described in the Legal Description above) of Tax Parcel 03100202200000.	60
<b><i>Skamania County</i></b>		
5	03100200140500	5
6	03100200140600	6
6A	03100200146000	6A
7	03100200140700	7
9	03100200140900	9
9B	03100200149200	9B
9C	03100200149300	9C
9E	03100200149500	9E
10	03100200141000	10
11	03100200141100	11
12	03100200141200	12
15	03100200141500	15
15A	03100200145500	15A
17	03100200141700	17
18	03100200141800	18
19	03100200141900	19
20	03100200142000	20
21	03100200142100	21
24	03100200142400	24
26	03100200142600	26
27	03100200142700	27
28	03100200142800	28



29	03100200142900	29
30	03100200143000	30
31	03100200143100	31
32	03100200143200	32
33	03100200143300	33
34	03100200143400	34
35	03100200143500	35
36	03100200143600	36
36B	03100200146600	36B
37	03100200143700	37
38	03100200143800	38
39	03100200143900	39
40	03100200144000	40
41	03100200144100	41
42	03100200144200	42
43	03100200144300	43
44	03100200144400	44
45	03100200144500	45

### SHARED INFRASTRUCTURE LOTS

The following are the Parcel Numbers for the Shared Infrastructure Lots and their respective benefited lots.

Lot Number	Parcel Number	Benefited Lots (i.e. Tenants in Common)
<b>Klickitat County</b>		
4K	A segregated portion (as described in the Legal Description above) of Tax Parcel 04103500009900.	1, 2, 3, 5, 6, 6A, 7 & 9
<b>Skamania County</b>		
4S	03100200150000	1, 2, 3, 5, 6, 6A, 7 & 9
14	03100200141400	9B, 9C, 9E, 10, 11 & 12
16	03100200141600	17, 18, 19, 20 & 21
46	03100200148400	37, 38, 39, 40, 41, 42, 43, 44 & 45

## SHARED DRIVEWAYS

The following are the Shared Driveways and their corresponding Lots utilizing each driveway.

Shared Driveway	Lots Sharing
<i>Klickitat County</i>	
From Graves Road to Lot 56	54, 55 & 56
<i>Skamania County</i>	
From Big Buck Creek Road to Lot 9	6A, 7 & 9
From Nester Peak Road to Lot 9E	9C & 9E
From Nester Peak Road to Lot 10	10, 11 & 12
From Lakeview Road to Lot 24	24, 26 & 27
From Lakeview Road to Lot 34	33 & 34
From Lakeview Road to Lot 36B	35, 36 & 36B

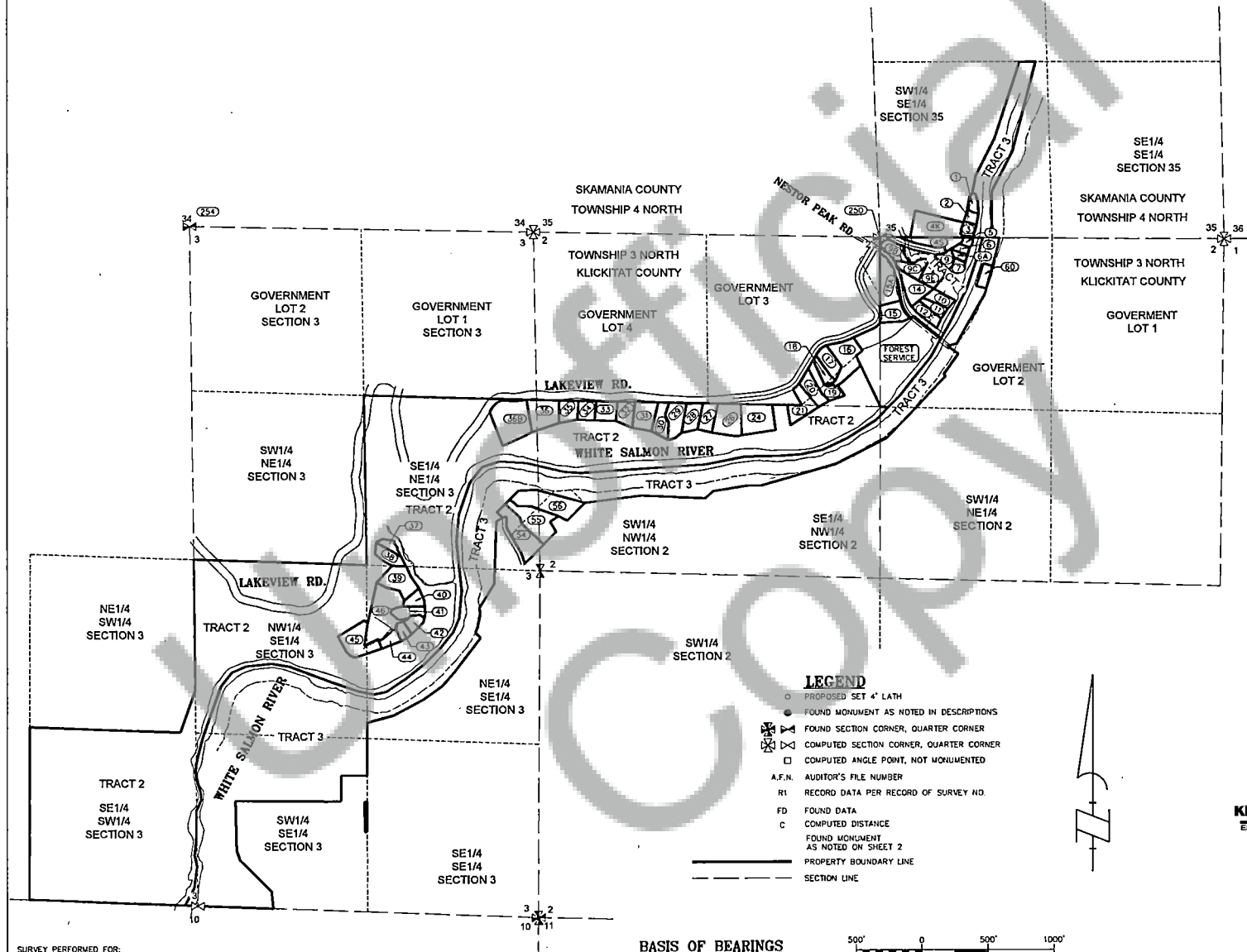
## SHARED ACCESS ROADS

The following are the Shared Access Roads and the corresponding Lots utilizing each road.

Shared Access Road	Lots Sharing
<i>Klickitat County</i>	
Big Buck Creek Road - from County Line to Turnaround	1, 2 & 3
<i>Skamania County</i>	
Big Buck Creek Road - from Anderson Road to County line	1, 2, 3, 5, 6, 6A, 7 & 9
Condit Drive - from Northwestern Park to Lot 20	17, 18, 19, 20 & 21
Ayay Way - from Lakeview Road to Lot 29	29, 30, 31 & 32
Private Lake Road - from Lakeview Road to Lake Road Intersection	37, 38, 39, 40, 41, 42, 43, 44 & 45
Private Lake Road - from Lake Road Intersection to Lot 37	37, 38 & 39
Lake Road (Skamania) - from Private Lake Road Intersection to Lot 43	40, 41, 42, 43, 44 & 45

## SCHEDULE B - COMMUNITY MAP

PACIFIC CORP. N.W. LAKE CABIN LOT SURVEY  
LOCATED IN THE EAST 1/2 AND THE SW 1/4 OF SECTION 3  
AND IN THE NORTH 1/2 OF SECTION 2 T.3N., R.10E., W.M.  
AND IN THE SW 1/4 OF THE SE 1/4 OF SECTION 35, T.4N., R.10E., W.M.  
SKAMANIA COUNTY AND KLIKITAT COUNTY, STATE OF WASHINGTON



**Klein & Associates, Inc.**  
ENGINEERING • SURVEYING • PLANNING  
1411 13th Street • Hood River, OR 97031  
TEL: 541-386-3322 • FAX: 541-386-2515

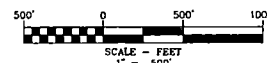
SHEET 1 OF 21  
WILLAMETTE MERIDIAN  
SKAMANIA COUNTY, WASHINGTON  
KLIKITAT COUNTY, WASHINGTON

1/4	SEC	T.	R.
2	3N.	10E.	
3	3N.	10E.	
35	4N.	10E.	

SURVEY PERFORMED FOR:  
CONLA/PACIFICORP PROPERTIES  
DATE OF MONUMENT: ---, 2022  
PROJECT: 22-07-08 DRAFT: LJS  
FILE: 220708.DWG LAYOUT TAB: ROS

KLEIN & ASSOCIATES, MAKES NO WARRANTY AS TO MATTERS OF  
UNWRITTEN TITLE, ADVERSE POSSESSION, ESTOPPEL, ACQUESCENCE.

**BASIS OF BEARINGS**  
WASHINGTON STATE PLANE COORDINATES SYSTEM  
SOUTH ZONE, GRID NORTH, GROUND DISTANCE,  
ESTABLISHED BY G.P.S. OBSERVATION



**SCHEDULE C**  
**ARTICLES OF INCORPORATION**

FILED  
Secretary of State  
State of Washington  
Date Filed: 09/05/2024  
Effective Date: 09/05/2024  
UBI No: 605 610 903

**ARTICLES OF INCORPORATION**  
**OF THE**

**COMMUNITY ASSOCIATION OF THE LOWER WHITE SALMON RIVER**  
**(CALWSR)**

I, the undersigned, acting as the incorporator of a corporation under the provisions of the Miscellaneous and Mutual Corporation Act (Chapter 24.06 of the Revised Code of Washington), hereby sign and verify the following Articles of Incorporation for such corporation.

**Article I: Name**

The name of the corporation shall be the: Community Association of the Lower White Salmon River (hereinafter referred to as the "Corporation").

**Article II: Effective Date & Duration**

Section 1. Effective Date. The effective date of these Articles of Incorporation shall be September 1, 2024.

Section 2. Duration. The Corporation shall have perpetual existence.

**Article III: Registered Office and Agent**

Section 1. Office. The address of the initial registered office of the Corporation shall be:

100 N Howard St, STE R  
Spokane, WA 99201

Section 2. Registered Agent. The Corporation's registered agent is a commercial registered agent with the name and address shall of:

Registered Agents Inc.  
100 N Howard St, STE R  
Spokane, WA 99201

A Statement of Consent by Registered Agent is attached hereto.

**Article IV: Purposes and Powers**

Section 1. Purposes. The Corporation is the "Association" to which reference is made in the Declaration of Covenants, Conditions, and Restrictions for the Community Association of the Lower White Salmon River (the "Declaration"), to be recorded in the records of Skamania and Klickitat Counties, Washington. The purpose of the Corporation is to: (a) promote the orderly use of the properties; (b) restrict certain uses of the properties; (c) establish a framework for the adoption and enforcement of Rules & Regulations and/or Improvement Standards; (d) provide for certain maintenance standards of the properties; (e) provide basic obligations relating to

Shared Infrastructure Lots (as defined in the Declaration); and (f) to enhance and protect the value, desirability and attractiveness of the properties for the benefit of the community, and all members and their heirs, successors, grantees and assigns.

**Section 2. Taxation.** For tax purposes, the Corporation shall function as a tax exempt homeowners' association, as defined in IRC Section 528. The Corporation shall not engage in a regular business of the kind carried on for profit. No part of the net earnings of the Corporation shall inure in whole or in part to the benefit of, or be distributable to its members, directors, officers, or other private persons, except that (a) the Corporation shall be authorized and empowered to pay reasonable compensation for services rendered and to make payments and distributions in furtherance of the purposes set forth in these Articles, and (b) upon the on a complete or partial dissolution and liquidation of the Corporation.

**Section 3. Powers.** In general, and subject to such limitations and conditions as are or may be prescribed by law, or in the Corporation's Articles of Incorporation, Declaration, or Bylaws, the Corporation shall have all powers which now or hereafter are conferred by law upon a corporation organized for the purposes set forth above, or are necessary or incidental to the powers so conferred, or are conducive to the attainment of the Corporation's purposes.

#### **Article V: Limitations**

The Corporation shall not engage in a regular business of the kind carried on for profit. No part of the net earnings of the Corporation shall inure in whole or in part to the benefit of, or be distributable to its members, directors, officers, or other private persons, except that (a) the Corporation shall be authorized and empowered to pay reasonable compensation for services rendered and to make payments and distributions in furtherance of the purposes set forth in these Articles, and (b) upon the on a complete or partial dissolution and liquidation of the Corporation.

#### **Article VI: Members**

**Section 1. Class, Qualifications, Rights and Responsibilities.** The Corporation shall have members, as defined in Section 24.06.065 of the Miscellaneous and Mutual Corporation Act. There shall only be one class of members, and the members of the Corporation shall have the rights and obligations as provided in the Declaration or Bylaws of the Corporation. To be eligible to be a member, a person must be an owner of one of the lots in the Community (as defined in the Declaration). Other qualifications, rights, and responsibilities of members are specified in the Declaration and Bylaws of the Corporation.

**Section 2. Dissention.** Dissenting members shall be limited to a return of less than the fair value of his or her membership.

**Section 3. Capital Stock.** The Corporation shall not have capital stock or issue shares.

#### **Article VII: Initial Directors**

The initial number of directors constituting the initial Board of Directors of the Corporation shall be six (6) directors. The names and addresses of the persons who are to serve as the initial directors of the Corporation are as follows:



<u>Name</u>	<u>Address</u>
Jeffry James	PO Box 2204, White Salmon, WA 98672
Michael Anderson	PO Box 2204, White Salmon, WA 98672
Stephanie Parrish	PO Box 2204, White Salmon, WA 98672
Drew Wolfe	PO Box 2204, White Salmon, WA 98672
Sarah Cain	PO Box 2204, White Salmon, WA 98672
Snowzie Vinar	PO Box 2204, White Salmon, WA 98672

The powers and duties, number, qualifications, terms of office, manner of election, time and criteria for removal of directors shall be as set forth in the Declaration and Bylaws of the Corporation.

#### **Article VIII: Director Liability Limitations**

A director shall have no liability to the Corporation for monetary damages for conduct as a director, except for acts or omissions that involve intentional misconduct by the director, or a knowing violation of law by a director, where the director votes or assents to a distribution which is unlawful or violates the requirements of these articles of incorporation, or for any transaction from which the director will personally receive a benefit in money, property, or services to which the director is not legally entitled. If the Washington Miscellaneous and Mutual Corporation Act is hereafter amended to authorize corporate action further eliminating or limiting the personal liability of directors, then the liability of a director shall be eliminated or limited to the full extent permitted by the Washington Miscellaneous and Mutual Corporation Act, as so amended. Any repeal or modification of this Article shall not adversely affect any right or protection of a director of the Corporation existing at the time of such repeal or modification for or with respect to an act or omission of such director occurring prior to such repeal or modification.

#### **Article IX: Indemnification**

**Section 1. Right to Indemnification.** Each person who was, or is threatened to be made a party to or is otherwise involved (including, without limitation, as a witness) in any actual or threatened action, suit or proceeding, whether civil, criminal, administrative or investigative, by reason of the fact that he or she is or was a director or officer of the Corporation or, while a director or officer, he or she is or was serving at the request of the Corporation as a director, trustee, officer, employee or agent of another corporation or of a partnership, joint venture, trust or other enterprise, including service with respect to employee benefit plans, whether the basis of such proceeding is alleged action in an official capacity as a director, trustee, officer, employee or agent or in any other capacity while serving as a director, trustee, officer, employee or agent, shall be indemnified and held harmless by the Corporation, to the full extent permitted by applicable law as then in effect, against all expense, liability and loss (including attorney's fees, judgments, fines, ERISA excise taxes or penalties and amounts to be paid in settlement) actually and reasonably incurred or suffered by such person in connection therewith, and such indemnification shall continue as to a person who has ceased to be a director, trustee, officer,

employee or agent and shall inure to the benefit of his or her heirs, executors and administrators; provided, however, that except as provided in Section 2 of this Article with respect to proceedings seeking solely to enforce rights to indemnification, the Corporation shall indemnify any such person seeking indemnification in connection with a proceeding (or part thereof) initiated by such person only if such proceeding (or part thereof) was authorized by the board of directors of the Corporation. The right to indemnification conferred in this Section 1 shall be a contract right and shall include the right to be paid by the Corporation the expenses incurred in defending any such proceeding in advance of its final disposition; provided, however, that the payment of such expenses in advance of the final disposition of a proceeding shall be made only upon delivery to the Corporation of an undertaking, by or on behalf of such director or officer, to repay all amounts so advanced if it shall ultimately be determined that such director or officer is not entitled to be indemnified under this Section 1 or otherwise.

Section 2. Right of Claimant to Bring Suit. If a claim for which indemnification is required under Section 1 of this Article is not paid in full by the Corporation within sixty (60) days after a written claim has been received by the Corporation, except in the case of a claim for expenses incurred in defending a proceeding in advance of its final disposition, in which case the applicable period shall be twenty (20) days, the claimant may at any time thereafter bring suit against the Corporation to recover the unpaid amount of the claim and, to the extent successful in whole or in part, the claimant shall be entitled to be paid also the expense of prosecuting such claim. The claimant shall be presumed to be entitled to indemnification under this Article upon submission of a written claim (and, in an action brought to enforce a claim for expenses incurred in defending any proceeding in advance of its final disposition, where the required undertaking has been tendered to the Corporation), and thereafter the Corporation shall have the burden of proof to overcome the presumption that the claimant is not so entitled. Neither the failure of the Corporation (including its board of directors, independent legal counsel or its members, if any) to have made a determination prior to the commencement of such action that indemnification of or reimbursement or advancement of expenses of the claimant is proper in the circumstances nor an actual determination by the Corporation (including its board of directors, independent legal counsel or its members, if any) that the claimant is not entitled to indemnification or to the reimbursement or advancement of expenses shall be a defense to the action or create a presumption that the claimant is not so entitled.

Section 3. Nonexclusively of Rights. The right to indemnification and the payment of expenses incurred in defending a proceeding in advance of its final disposition conferred in this Article shall not be exclusive of any other right which any person may have or hereafter acquire under any statute, provision of the Articles of Incorporation, Bylaws, Declaration, agreement, vote of members, if any, or disinterested directors or otherwise.

Section 4. Insurance, Contracts and Funding. The Corporation may maintain insurance at its expense to protect itself and any director, trustee, officer, employee or agent of the Corporation or another corporation, partnership, joint venture, trust or other enterprise against any expense, liability or loss, whether or not the Corporation would have the power to indemnify such persons against such expense, liability or loss under the Washington Business Corporation Act, as applied to nonprofit corporations. The Corporation may, without further membership action, enter into contracts with any director or officer of the Corporation in furtherance of the provisions of this Article and may create a trust fund, grant a security interest or use other means (including, without limitation, a letter of credit) to ensure the payment of such amounts as may be necessary to effect indemnification as provided in this Article.

Section 5. Indemnification of Employees and Agents of the Corporation. The Corporation may, by action of its Board of Directors from time to time, provide indemnification and pay expenses in advance of the final disposition of a proceeding to employees and agents of the Corporation with the same scope and effect as the provisions of this Article with respect to the indemnification and advancement of expenses of directors and officers of the Corporation or pursuant to rights granted pursuant to, or provided by, the Washington Business Corporation Act, as applied to nonprofit corporations, or otherwise.

#### **Article X: Bylaws**

The Bylaws of the Corporation may be adopted by the Board of Directors at any regular meeting or any special meeting called for that purpose, so long as they are not inconsistent with the provisions of these Articles.

#### **Article XI: Distribution of Assets**

Section 1. Surplus. The Corporation shall not distribute surplus funds.

Section 2. Dissolution. Upon dissolution or liquidation, after paying all known liabilities and obligations of the corporation, the Corporation's remaining assets shall be distributed proportionately to its members, in accordance with RCW 24.06.265.

#### **Article XII: Incorporator**

The name and address of the incorporator of the Corporation is as follows:

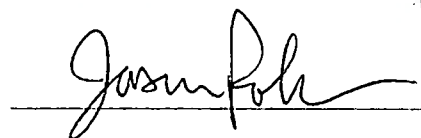
Name

Address

Cabin Owners of Northwestern Lake

PO Box 2204, White Salmon, WA 98672

IN WITNESS WHEREOF, the undersigned has signed these Articles of Incorporation this 21st day of August, 2024.



Name: Jason Polen  
Title: Attorney-in-Fact of Incorporator

## **SCHEDULE D**

### **BYLAWS**

*of the*

#### **COMMUNITY ASSOCIATION OF THE LOWER WHITE SALMON RIVER,**

*a Washington nonprofit corporation*

1. **NAME; PURPOSE.** The name of the corporation is the Community Association of the Lower White Salmon River, hereinafter referred to as the "**Association**." The Association is a non-profit corporation, formed under the provisions of RCW 24.03A.

2. **DECLARATION.** The Association has the authority granted to it pursuant to the Declaration of Covenants, Conditions and Restrictions (the "**CC&Rs**") for the Community of the Lower White Salmon River (the "**Community**").

3. **ASSOCIATION DOCUMENTS**

"**Association Documents**" means all the documents relating to the creation, regulation, operation, and administration of the Association, including but not limited to: the Articles of Incorporation, these Bylaws, the CC&Rs, and the Rules & Regulations. Any capitalized but undefined terms used herein shall have the meanings ascribed to them in the CC&Rs, which are hereby incorporated by reference. In the case of any conflict between the Association Documents, the following order of precedence shall apply: the Articles of Incorporation, the CC&Rs, these Bylaws, then the Rules & Regulations.

4. **MEMBERSHIP**

4.1. **Eligibility.** Eligibility to be a Member ("**Membership**") is determined in accordance with the CC&Rs.

4.2. **Member in Good Standing.** The Board shall have sole authority to determine whether a Member is a "Member in Good Standing," as defined in the CC&Rs. The Board shall use best efforts to make such determinations with respect to all Members before the Association takes a vote on any matter. The Board shall have the right and authority, in its sole discretion, to waive the prior payment requirement (see below) and require only that such payment be made at any time before such vote is taken if the Board determines, in its reasonable judgment, that extenuating circumstances exist which have prevented prior payment.

4.3. **Termination of Membership.** If a Member fails to pay Membership Fees or cure a Violation for more than thirty (30) days from when due, the Member shall no longer be considered a Member in Good Standing. If a Member wishes to remedy their status, they must pay all unpaid and outstanding Membership Fees and cure any Violation(s). If a Member fails to cure their status as a Member in Good Standing for more than thirty (30) days from the Board's notice, the Board may terminate such member's Membership.

4.4. **Reinstating Membership After Termination or Lapse.** An Owner who has withdrawn, whose status as a Member has been terminated, or who otherwise has had a lapse in Membership (because, for example, they elected not to be a Member initially) may apply to reinstate their Membership status by requesting, in writing, reinstatement by the Board. The Board, in its sole discretion, may approve such request, so long as: (a) the Owner pays all Membership Fees that would have been due, had there been no lapse in their membership status; (b) the Owner has cured any Violations; and (c) the Owner would, at the time of their reinstatement request, otherwise

would be considered a Member in Good Standing.

**4.5. Ownership Changes.** Membership in the Association shall terminate automatically whenever a Member stops being an Owner, effective as of the closing date of such disposition. Such termination shall not relieve such Owner from any liability or obligation arising during their period of ownership. Buyers of a Lot who become Owners shall be eligible to become a Member. The Board may establish a reasonable procedure for offering membership to new Owners provided that such procedure may not involve any additional eligibility requirements, other than as specified in the CC&Rs.

**4.6. Sale by Non-Member.** In the event that an Owner who is not a Member (or not a Member in Good Standing) transfers ownership of a Lot to a bona fide purchaser, so long as the Lot is not subject to a Violation, such bona fide purchaser shall be eligible for membership *without* having to pay the Membership Fees that the prior Owner would have had to pay to reinstate their status as a Member; provided, however, if there is an outstanding Violation that is related to the Lot, then the bona fide purchaser may only establish membership eligibility if and when such Violation is cured.

## **5. MEMBER VOTING**

**5.1. Lot-Based Voting.** Each Lot owned by a Member in Good Standing shall be entitled to one (1) vote. A Lot owned by any Member(s) not in Good Standing shall not be entitled to vote. In no event shall more than one (1) vote be cast with respect to any Lot, nor shall any vote be divided. When more than one Person, or a Person other than a natural person (i.e. an entity), is an Owner of a Lot, the Owners shall unanimously designate, by Proxy, one natural person to vote on behalf of such Lot.

**5.2. Quorum.** Members holding fifty-one percent (51%) of the aggregate votes entitled to be cast by Members in Good Standing, represented at a meeting of the Members (or voting by legitimate Proxy), shall constitute a quorum for voting on matters brought before the Members (a "Quorum").

**5.3. Majority Vote of the Members.** An affirmative vote of a majority of the votes entitled to be cast present (or voting by legitimate Proxy) at a called meeting at which a Quorum is present (the "Majority Vote of the Members") shall be the act of the Members.

**5.4. Supermajority Vote of the Members.** A "Supermajority Vote of the Members" means the affirmative vote of, in the aggregate, at least sixty-seven percent (67%) of the votes eligible to be cast.

**5.5. Virtual Ballots.** The Board may utilize a virtual ballot in whatever form it deems reasonable to tally and account for votes.

**5.6. Suspension.** Member voting rights may be suspended by the Board, as provided for in the Association Documents.

## **6. MEETINGS OF MEMBERS**

**6.1. Virtual Attendance.** A virtual attendance option will be offered for all meetings of the Members.

**6.2. Attendance.** Meetings are closed to the general public. All Members, including Members that are not Members in Good Standing, may attend meetings of the Members. If the Member is



an entity, all beneficial owners may attend. Members may have agents, family members, or other individuals attend, but such persons may not participate in the meeting and may be expelled at the Board's discretion.

6.3. **Annual Meetings.** The annual meeting of the Members shall be held in the second quarter of each year, as specifically determined by the Board.

6.4. **Special Meetings.** Special meetings of the Members may be called at any time by: (a) the President, a majority vote of the Board of Directors, or (b) upon written request of at least one-third (1/3) of the Lots owned by Members in Good Standing entitled to vote.

6.5. **E-Mail Notice of Meetings.** Written notice of each meeting of the members shall be given by, or at the direction of, the secretary or person authorized to call the meeting, by e-mail at least ten (10) days, and not more than fifty (50) days, before such meeting to each Member entitled to vote at such meeting. Such notice shall specify the place, day and hour of the meeting, and, in the case of a special meeting, the purpose of the meeting.

6.6. **Proxy Voting.** At all meetings of Members, a Member may vote by an agreement, acknowledged in writing, that entitles a natural person to vote on a Member's behalf (a "Proxy"). To be effective, a Proxy must be in writing and delivered to the Board by 5:00 PM local time, on the day before the meeting or vote is scheduled to occur. Proxies are valid in accordance with their terms, unless and until revoked by a Member.

6.7. **Action by Members Without a Meeting.** Whenever the Members are required or permitted to take any action by vote, such action may be taken without a meeting, without prior notice, and without a vote, if a consent or consents in writing, setting forth the action so taken, shall be signed by Members in Good Standing having not less than the minimum number of votes that would be necessary to authorize or take such action at a meeting.

## 7. **BOARD OF DIRECTORS**

7.1. **Number of Directors.** The affairs of the Association shall be managed by a Board of at least three (3) and no more than seven (7) board members (together, the "Directors" and each a "Director").

7.2. **Director Eligibility.** Directors must be Members in Good Standing and remain so throughout their term.

7.3. **Director Nomination.** Nomination for election to the Board of Directors may be made by any Member in Good Standing. A Member in Good Standing may self-nominate. Where there are vacancies, the Board will solicit nominees. The nominees' names must be submitted to the Board prior to the meeting at which the election will occur. The Board may set a reasonable deadline for nominations. If no nominations are made, the Board, at its sole discretion, may reelect the Directors (with such Directors' consent) or reduce the size of the Board (subjection to Section 7.1).

7.4. **Director Election.** Election to the Board of Directors shall be by ballot (electronic or written). The nominee for each position receiving the largest number of votes shall be elected.

7.5. **Director Term of Office.** Terms of office for individual Directors will be four (4) years. A staggered nomination and election schedule will be established overtime to avoid block turnover of all Directors, and to ensure that continuity is maintained.

7.6. **Removal of Directors.** Any Director may be removed from the Board, with or without

cause, by a Majority Vote of the Members or the Board. In the event of death, resignation, or removal of a Director, his or her successor shall be selected by the remaining members of the Board, and such appointee shall serve for the unexpired term of the predecessor. The Board may declare the office of a Director to be vacant in the event that a member of the Board is absent from three (3) consecutive regular meetings without approval by the Board.

**7.7. Director Compensation.** No Director shall receive compensation for any service he or she may render to the Association. However, any Director shall be reimbursed by the Association for the Director's actual expenses incurred in the performance of the Director's duties.

**7.8. Board Action Taken Without a Meeting.** The Board shall have the right to take any action in the absence of a meeting in which they could take at a meeting by obtaining the written or electronic mail approval of a majority of the Directors. Any action so approved shall have the same effect as though taken at a meeting of the Board.

## **8. MEETING OF DIRECTORS**

**8.1. Attendance.** Unless waived by the Board, only Directors may attend Board meetings.

**8.2. Board Regular Meetings.** Regular meetings of the Board shall be held without notice, at such place and hour as may be fixed from time to time by agreement of the Board.

**8.3. Board Special Meetings.** Special meetings of the Board shall be held when called by the President of the Association, or by any two (2) directors, after not less than three (3) days' email notice to each Director.

**8.4. Virtual Board Meetings.** Directors may participate in a meeting of the Board virtually.

**8.5. Board Meeting Quorum.** Unless the act of a greater number is required by the Association Documents, a majority of the number of Directors, but no less than three (3), shall constitute a quorum for Board meetings.

**8.6. Board Voting.** Each Director shall be entitled to one (1) vote. A vote of a majority of Directors present at a meeting with a quorum is required to approve a resolution. Every act or decision done or made by a majority of the directors present at a duly held meeting, at which this quorum is present, shall be regarded as the act of the Board.

## **9. POWER AND RESPONSIBILITIES OF THE BOARD OF DIRECTORS**

**9.1. Discretionary Powers.** In addition to any powers granted to the Board in the CC&Rs or herein, the Board may, *but is not obligated to*:

9.1.1. Take action to enforce the provisions of the Association Documents in accordance with the CC&Rs;

9.1.2. To employ independent consultants or independent contractors to manage daily operations of the Association; provided, however, neither the directors of the Association nor its Officers (if any) shall be paid any salary or other compensation for serving in such capacity;

9.1.3. To employ legal, accounting, engineering, architectural, and other independent professional services, including, but not limited to, any services needed for architectural review of any plans for the construction of Improvements on a Lot;

9.1.4. To pay general and administrative expenses which, in the opinion of the

Board, shall be necessary or proper for the operation or protection of the Association or for the enforcement of this Declaration;

9.1.5. To pay costs incurred in the exercise and performance by the Board or the Association of any of their authorities, duties, or rights set forth in the Association Documents;

9.1.6. To borrow funds to pay any costs of operation, secured by assignment or pledge of Membership Fees, as the Board may determine to be necessary and appropriate up to \$10,000 without a Majority Vote of the Members;

9.1.7. To sue or to defend in any tribunal on behalf of the Association, the Board, or any Board member, any matter related to the Association;

9.1.8. To have all the powers necessary or incidental as may be required to perform such other duties and functions as are necessary for prudent operation and management of the Association;

9.1.9. Obtain any insurance policies deemed necessary by the Board incident to operation of the Association;

9.1.10. Collect and spend Association funds, as necessary, in its reasonable discretion, to the administration of Association affairs, or the enforcement of the Association Documents;

9.1.11. Pay all costs deemed appropriate by the Board to ensure adequate security for Community;

9.1.12. Enter or cause its agents to enter any Lot or Residence, when reasonably necessary, in the event of an emergency to repair or otherwise remedy such emergency;

9.1.13. Open bank accounts on behalf of the Association and designate the signatories required;

9.1.14. Terminate a Member from the Association should such Member fail to cure their Violation within thirty (30) days from the notice date; and

9.1.15. Exercise for the Association all powers, duties and authority vested in or delegated to this Association and which are not reserved to the membership by other provisions of the Association Documents.

**9.2. Responsibilities.** The Board shall have the responsibility to:

9.2.1. Make Violation determinations;

9.2.2. Maintain books and records with respect to the operations of the Association;

9.2.3. Make available to each Member within ninety (90) days after the end of any Association fiscal year, a written annual report on financial affairs of the Association for the preceding year;

9.2.4. Cause to be kept a reasonable record of all the Associations' corporate acts;

9.2.5. Make, or cause to be made, any tax returns, reports, or other filings required by federal, state, or local governmental authorities;

9.2.6. Supervise all officers, agents and employees of this Association; and

9.2.7. Determine the Membership Fees and send written notices of the fees to the Member at least thirty (30) days in advance of each due date.

9.3. **Affiliate Contracts.** The Board, acting on behalf of the Association, shall have the full power and authority to contract with any Owner for performance of services which the Association is obligated or authorized to obtain or provide, such contracts to be at fair market rates then prevailing for such services and on such other terms and conditions, and for such consideration as the Board may deem advisable and in the best interest of the Association if the level of service received is consistent with that available from third parties.

## 10. OFFICERS AND THEIR DUTIES

10.1. **Officers.** The officers of this Association, who will also serve as Directors of the Association, shall be a President, a Secretary, a Treasurer, and other such Officers as the Board may, from time to time, create by resolution. The Officers of the Association shall be elected concurrently with the election of Directors of the Association by the Members.

10.2. **Term.** The Officers shall hold office for the duration of tenures as a Director unless they sooner resign, or are otherwise removed.

10.3. **Special Appointments.** The Board may elect such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board may, from time to time, determine.

10.4. **Resignation and Removal.** Any officer may be removed from office with or without cause by the Board. Any officer may resign at any time giving written notice to the Board, the president or the secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

10.5. **Vacancies.** A vacancy in any office may be filled by appointment by the remaining officers. The officer appointed to such vacancy shall serve for the remainder of the term of the officer being replaced.

10.6. **Multiple Offices.** Officer positions may not be held by the same person, except for a special appointment.

10.7. **Duties.** The officers and their duties are as follows:

10.7.1. **President:** prepare meeting agendas; preside at all meetings of the Board; ensure appointment and supervision of all committees; ensure that orders and resolutions of the Board are carried out; sign all written instruments on behalf of the Board; co-sign all checks and promissory notes.

10.7.2. **Secretary:** keep the minutes of all meetings and proceedings, including votes of the Board of Directors and the Members; maintain records of such minutes and proceedings, including votes; maintain a directory of the Members of the Association; send notices of meetings of the Board of Directors and the Members; maintain the official records of the Association.

10.7.3. **Treasurer:** keep proper books of account; send notices of dues and assessments to Members; receive and deposit all cash receipts of the Association into

appropriate bank accounts; monitor delinquent accounts and advise the Board on appropriate collection actions; disburse funds of the Association upon the presentation of properly rendered and approved vendor invoices or as directed by resolution of the Board of Directors; co-sign (with the President) all checks and promissory notes of the Association; present a preliminary budget for the upcoming year at the annual meeting of the Membership, and distribute a final budget to the membership in January of the new year; ensure and manage the associations tax compliance; prepare and send an annual financial statements to the Members.

11. **COMMITTEES.** The Board may establish committees at its discretion.

12. **MEMBERSHIP FEES**

12.1. **Membership Fees.** Each Member is obligated to pay the Memberships Fees in order to remain a Member in Good Standing. The Board of Directors shall fix the Membership Fees for the year at each annual meeting. Membership Fees will be assessed and due annually in the first quarter, before the annual meeting, as communicated by the Board. Membership Fees must be paid to remain a Member in Good Standing. Failure to pay such fees shall result in the suspension of voting and ultimate terminations of membership.

12.2. **Increases in Membership Fees.** The Membership Fees may be increased annually:

12.2.1. up to five-percent (5%) above the previous year, at the discretion of the Board, without a vote of the Members; or

12.2.2. by more than five-percent (5%) above the previous year if approved by a Supermajority Vote of the Members.

12.3. **Collection of Costs.** If the Association brings an action at law, costs, and reasonable attorney's fees of any such action shall be added to the amount of such assessment or other charges.

13. **RULES AND REGULATIONS.**

13.1. **Adoption of Rules.** The Association may adopt Rules and Regulations ("Rules") governing the Community. As deemed necessary or beneficial to the Community, the Board may recommend adoption of Rules to the Members. The Board's proposed Rules shall be presented to the Members at a meeting, or in writing. Proposed Rules may only be adopted by a Supermajority Vote of the Members, either at a meeting or pursuant to Section 6.7., "Action by Members Without a Meeting."

13.2. **Recording.** Once adopted, the Board shall cause the Rules (and any amendments thereto) to be recorded with the County as an amended and restated *Schedule D* to the Declaration.

14. **MISCELLANEOUS**

14.1. **Taxation.** The Association shall elect to be taxed under IRC §528, submitting an annual tax return on IRS Form 1120-H, unless and until the Board determines otherwise, which it may do in its sole discretion without a vote of the Members. Further, the Association intends for the Membership Fees to be deductible under RCW 82.04.4282 of Washington's Business and Occupation (B&O) Tax.

14.2. **Indemnity.** The Association will indemnify, to the fullest extent not prohibited by laws, any person who is made, or threatened to be made, a party to an action, suit, or other proceeding, by reason of the fact that the person is or was a director, officer, volunteer, or agent of the



Association.

**14.3. Conflict of Interest.** To protect the integrity of the association's decision-making processes, Directors will disclose to the board any interest they have in a transaction or decision of the board that may result in a financial benefit or gain to them and/or their business, family members and/or significant other, employer, and/or close associates, and other nonprofit organizations with which they are affiliated. The director will not be present for or participate in any board discussion of or vote on the transaction or decision.

**14.4. Non-Discrimination.** The association will not discriminate against individuals or groups on the basis of race, religion, color, sex, sexual orientation, gender identity, age, disability, legal citizenship, national origin, income, or political affiliation in any of its policies, recommendations or actions.

**14.5. Amendments.** Unless otherwise specified in the CC&Rs, these Bylaws may only be amended by a Super Majority Vote of the Members, except corrections to errors, which may be amended by Board approval. All proposed amendments to these Bylaws (except error corrections) must be presented to the Members in writing. Amendments may be presented by the Board or by a petition signed by Members representing a Majority Vote of the Members. The Board shall submit proposed amendments to the Members at least one week prior to voting.

**14.6. Governing Law.** These Bylaws shall be governed and construed in accordance with the law of Washington State, without giving effect to any choice or conflict of law provision or rule (whether of the State or any other jurisdiction) that would cause the application of laws of any jurisdiction other than those of Washington State.

**14.7. Dispute Resolution.** Any dispute arising under these Bylaws or related to the internal governance of the Association shall be submitted to and decided by binding arbitration. Arbitration shall be administered exclusively by Arbitration Services of Portland (ASP) and shall be conducted consistent with the rules, regulations, and requirements thereof. The arbitration shall take place virtually unless a physical location is agreed to by all parties to such arbitration. Any arbitral award determination, including an injunction or specific performance, shall be final and binding upon the Parties. In the event that ASP ceases to exist or otherwise refuses jurisdiction over a Dispute, such dispute shall be brought as follows: (a) if the Dispute is related to a Lot or multiple Lots in a single County, then in the courts of that County (Skamania or Klickitat); or (b) if the Dispute is related to Lots in multiple Counties or the Association as a whole, then in the courts of Skamania County.

IN WITNESS THEREOF, the Directors the Community Association of the Lower White Salmon River, have adopted these Bylaws as of October 22, 2024.

*Stephanie Parrish*

Name: Stephanie Parrish

Title: Board Secretary

***SCHEDULE E***  
**RULES & REGULATIONS**

*If blank, no Rules & Regulations have been adopted.*

***SCHEDULE F***  
**IMPROVEMENT STANDARDS**

*If blank, no Improvement Standards have been adopted.*