



KLICKITAT COUNTY PLANNING DEPARTMENT

228 W. Main St., MS: CH-17, Goldendale, Washington 98620
VOICE: 509 773-5703 or 1 800 765-7239
FAX: 509 773-6206

August 29, 2008

Ted Dodd
Dodd Investments LLC
835 SW Broadway Dr. #1
Portland, OR 97201

RE: Plat No. SUB2007-08

Dear Mr. Dodd,

Enclosed is a copy of the above referenced plat that was approved and filed on August 26, 2008 in Volume 6, Page 72 of Plats, under Auditor's File No. 1079025. Also enclosed are other documented recorded with the plat.

If you have any questions, please feel free to contact our office.

Sincerely,

A handwritten signature in cursive script that reads "Linda Randall".

Linda Randall
Planning Secretary

cc: Gordon Kelsey, County Engineer
Kevin Berry, Health Dept.
Van Vandenberg, County Assessor
Dennis Peoples, Surveyor

RESOLUTION NO. 14108

BOARD OF COUNTY COMMISSIONERS OF KLICKITAT COUNTY,
WASHINGTON

IN THE MATTER OF FINAL PLAT APPROVAL OF MOUNTAIN PINE SUBDIVISION SUB2007-08. THE PROPOSAL IS TO DIVIDE APPROXIMATELY 37.48 ACRES INTO 6 RESIDENTIAL LOTS AND 1 "OPEN SPACE LOT. WITHIN A PORTION OF SECTION 25 T4N, R12E, W.M. KLICKITAT COUNTY, (Appleton vicinity). Owner: Dodd Investments, LLC

WHEREAS, at a public meeting on December 18, 2007, The Board of Commissioners granted preliminary plat approval via (Resolution No.22807), and

WHEREAS, at a public meeting on August 26, 2008 the Board considered final approval of said subdivision and made findings as follows:

1. The Klickitat County Subdivision Ordinance and State Law are applicable to the review of the final plat.
2. Regarding compliance with the conditions of approval:
 - a. All required drainage improvements have been completed per the drainage plan submitted by Pioneer Surveying and Engineering.
 - b. The road is constructed, named and approved by the Klickitat County Public Works Department.
 - c. A community well has been established and lines are in to each lot.
 - d. A road maintenance agreement has been submitted and filed with the final plat.
 - e. The note regarding natural resource uses is placed on the face of the plat.
 - f. A subdivision guarantee has been received. All vested interest holder's signatures have been obtained.
 - g. PUD has submitted a letter confirming that underground power lines have been installed. Embarq has written of their intention to serve the subdivision.
 - h. The property has been fenced per the subdivision requirements..
3. Taxes have been paid per state law.
4. There is no bonding proposed for this subdivision.

Return recorded document to:
Dodd Investments, LLC
Attn: Teddy Dodd
835 SW Broadway Drive, #1
Portland, OR 97201

**DECLARATION OF MOUNTAIN PINE PROPERTIES
PROTECTIVE COVENANTS: CONDITIONS AND RESTRICTIONS**

Reference Nos.: _____

Grantor: DODD INVESTMENTS LLC, a Washington limited liability company

Grantee: Mountain Pine Properties Homeowners' Association, a Washington non-profit corporation

Legal Description: Lots 1-7 of Mountain Pine Subdivision Number SUB2007-08
Also See Exhibit A attached

Tax Parcel Nos: 04122500000300; 04122500001200



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**DECLARATION OF MOUNTAIN PINE PROPERTIES
PROTECTIVE COVENANTS: CONDITIONS AND RESTRICTIONS**

KNOW ALL MEN BY THESE PRESENTS: Dodd Investments LLC, a Washington limited liability company, hereinafter called the "Declarant," does hereby declare as follows:

WHEREAS, Declarant is the owner of the real property in Klickitat County, Washington, known as Mountain Pine Properties, the same appears in the Plat recorded in Book Page of Plat records of Klickitat County _____, hereinafter called the "Development," and legally described on the attached Exhibit A hereto.

WHEREAS, Declarant desires to declare of public record its intention to create certain protective covenants, conditions and restrictions ("CC&Rs") set forth in this Declaration of Mountain Pine Properties (this "Declaration") in order to effectuate a general scheme of development creating benefits and obligations for the owners of the Development and to subject the Development to the CC&Rs.

WHEREAS, this Declaration hereby establishes a plan for the private ownership of Lots and the structures constructed thereon, and for all the remaining land and related easements, hereafter defined and referred to as the "Common Areas". The authority to administer the Common Areas, the easements, covenants, conditions and restrictions herein, and any other documents or instruments affecting the Development shall reside in the Declarant, until such authority is delegated by Declarant to Mountain Pine Properties Homeowners' Association (the "Association") as set forth in this Declaration. The Association shall be created by Declarant for the purpose of maintaining and administering the Common Areas, administering and enforcing these easements, restrictions, covenants and conditions, and collecting and disbursing the assessments and charges hereinafter created. During the Development Period, as that term is herein defined, the Declarant shall be the sole member of the Association. At the termination of the Development Period, all the Owners shall immediately become members of the Association. During the Development Period, no Owner other than the Declarant shall be entitled in any way to either be a member of the Association or to have any right respecting the governance or decision-making of the Association.

NOW, THEREFORE, Declarant hereby declares that all of the Lots in the Development shall be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions which are for the purpose of protecting the value and desirability of the real property which shall run with the land and shall inure to the benefit of each owner thereof. This Declaration and the CC&Rs shall be binding on all parties having any right, title or interest in the described properties or any parts thereof, their heirs, successors and assigns.



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ARTICLE I.
INTERPRETATION; DEFINITIONS

1. LIBERAL CONSTRUCTION

The provisions of this Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan for the operation, maintenance, construction, appearance and harmony of the Development, and providing the Declarant (during the Development Period) and thereafter the Association control and flexibility in managing and controlling activities within the Development. Any rules of strict construction or construing any ambiguities in this Declaration or other documents utilized to implement the Development Plan against the Declarant, or the Association after the Development Period, are not applicable.

2. DEFINITIONS

"Common Areas" shall mean all real property owned, used and/or maintained in common by the Lots, including property designated as Common Area or Shared Open Space on the Plat.

"Development Period" shall mean and refer to that period of time beginning on recordation of this Declaration and ending at the earlier of (i) five (5) years from the date hereof, or (ii) written notice from the Declarant to the owners of the Lots and the Association in which the Declarant elects to terminate the Development Period, or (iii) the date that none of the Lots is owned by Declarant.

"Development Plan" shall mean the Declarant's intended use and development of the Property, provided however that the Development Plan includes and is subject to any and all regulations imposed by state, federal and local law or as otherwise set forth in the Plat, or conditions imposed as a part of the approval of the Plat.

"Lot" shall mean any one of the Lots 1-6 shown on the Plat, and in the event any additional real property is annexed to and becomes part of the Development, then "Lot" includes any such additional property, as shown on a recorded amendment to the Plat.

"Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot which is a part of the Plat, including the Declarant and contract purchasers, but excluding those having such interest merely as security for the performance of an obligation.

"Structure" shall mean any residence, garage, storage shed, outbuilding or other building; wall, rockery, fence, deck, arbor, trellis or mailbox standard; driveway, walkway, patio or sport court; swimming pool, hot tub, spa, basketball standard/backboard or recreational/playground apparatus; antenna or satellite dish; or the like. "Structure" shall not include dog kennels unless i) it is permanently affixed; ii) it has sides other than chain link fence; or iii) it has a permanently enclosed roof.



ARTICLE II.
PROPERTY RIGHTS

1. OWNER'S RIGHT OF ENJOYMENT

The Common Areas are hereby granted and conveyed to the Association. Every Owner shall have a right and easement of enjoyment, subject to the restriction set forth herein, in the recorded Plat or applicable laws, in and to the Common Areas by virtue of ownership of a Lot, which shall be the sole qualification for membership in the Association. Maintenance of the Common Areas shall be the responsibility of the Association. Easements and restrictions set forth in the recorded Plat are incorporated herein and hereby reserved on each Lot. Any interest of an Owner in and/or to the Common Areas shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

(a) The right of the Association to charge reasonable assessments of fees for use, maintenance, preservation, insurance and other costs related to the Common Areas.

(b) The right of the Declarant to make use of or occupation of, or utilize for purposes of ingress, egress, utilities and other similar purposes, in the Common Areas for the duration of the Development Period.

(c) The right of the Association to adopt reasonable rules for the use of the Common Areas, and to restrict an Owner's right to make use of the Common Areas for non-payment of assessments authorized herein.

(d) The right of the Declarant, during the Development Period, to grant or convey perpetual easements in, over or upon all or any part of the Common Areas.

2. DELEGATION OF USE

Any Owner may delegate his or her right of enjoyment to the Common Areas and facilities to the members of his or her family, his or her tenants, or contract purchasers who reside on the Lot. Owners' rights of use of the Common Areas shall be appurtenant to and shall not be separated from the ownership of each Lot and shall not be assigned or conveyed in any way except upon the transfer of title to such Lot and then only to the transferee of such title. The rights to use the Common Areas shall be deemed so transferred and conveyed whether or not it shall be so expressed in the deed or other instrument conveying title.

3. FURTHER SUBDIVISION

No further subdivision of any Lot without resubmitting for formal plat procedure is allowed. The sale or lease of less than a whole Lot in the Plat is expressly prohibited except in compliance with the applicable codes and laws.



4. MAINTENANCE OF COMMON AREAS

The Association shall maintain the Common Areas. The use of the Shared Open Space which is a part of the Common Areas shall be restricted as specified in the Water Users Agreement dated 9-24-07, ~~2008~~ and recorded on 10-31-07, 2008 under Recording No. 1073782 in the real property records of Klickitat County, Washington and in the Declaration of Covenant dated July 3, 2008 and recorded on August 26th, 2008 under Recording No. 1079026 in the real property records of Klickitat County, Washington.

ARTICLE III.
ASSOCIATION MEMBERSHIP, VOTING RIGHTS,
REGULATIONS, AND ASSESSMENTS

1. DESCRIPTION AND NATURE OF ASSOCIATION

Declarant shall form the Association prior to or contemporaneous with the recording of this Declaration. The Association shall be a nonprofit corporation organized and existing under the laws of the State of Washington charged with the duties and vested with the powers prescribed by law and set forth herein and in the Bylaws of the Association, as they may be amended from time to time. During the Development Period, Declarant shall be the sole member of the Association, and no Owner other than Declarant shall have any right to membership in the Association nor shall such Owner have any right respecting the governance or decision-making of the Association. Accordingly, during the Development Period, the Association shall not be deemed a "Homeowners Association" for purposes of RCW 64.38 et seq. Upon the termination of the Development Period, all Owners shall become members of the Association and the Association shall at that time become a "Homeowners Association" for purposes of RCW 64.38 et seq. At such time, membership in the Association and payment of dues or other assessments for maintenance and other purposes described in this Declaration shall be a requirement of Lot ownership and shall remain appurtenant to and inseparable from each Lot. The Articles of Incorporation of the Association shall provide for its perpetual existence, but in the event the Association is at any time dissolved, whether inadvertently or deliberately, then each Lot shall immediately succeed to an equal and undivided ownership interest in the Common Areas, as well as the responsibility for their maintenance; provided that Owners of the Lots may provide for a successor corporation, partnership, association or entity to perform such maintenance obligations and allow for the collection of dues to pay the cost of the maintenance. In that event, all of the assets, rights, powers and obligations of the Association existing immediately prior to its dissolution, except the ownership interest in the Common Areas, shall thereupon automatically vest in the successor entity and such vesting shall thereafter be confirmed and evidenced by appropriate conveyances and assignments by the Association pursuant to and in accordance with the Washington State Nonprofit Corporation Act, RCW Chapter



24.03 et seq. To the greatest extent possible, any successor entity shall be governed by the Articles of Incorporation and Bylaws of the Association as if they had been made to constitute the governing documents of the entity.

2. **MEMBERSHIP**

Upon the date of termination of the Development Period, every Owner, including the Declarant if an Owner, and only Owners, shall be members of the Association; provided, however, that if any Lot is held jointly by two (2) or more persons, such Lot shall be entitled, for the purposes of voting rights in the Association, to only one membership interest per Lot. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. Following the termination of the Development Period, ownership of fee simple title to, or a contract purchaser's interest in, any such Lot or Lots shall be the sole qualification for membership in the Association.

3. **NUMBER OF VOTES**

During the Development Period, the Declarant shall be the only person or entity entitled to vote on Association matters. Following termination of the Development Period, each member shall have one (1) vote on all matters submitted to the membership of the Association for each Lot owned by him or her within the Development. All votes, except as provided in Article VI, Section 1 below with regard to amendments to or termination of this Declaration, of the Association shall be effect to render a decision if fifty-one percent (51%) of the voting power of the Association favors a decision.

4. **ASSOCIATION BOARD**

During the Development Period, the Declarant shall be the sole member of the Board of Directors of the Association (the "Board"), and shall have all the powers of the Board set forth herein and in the Articles of Incorporation. During the Development Period, Declarant may, in its discretion, appoint other Board members or officers of the Association. At the termination of the Development Period, the Board shall be elected from among the Owners, as provided in the Bylaws of the Association. The Board shall elect officers of the Association from among the Board members, which shall include a President who shall preside over meetings of the Board and meetings of the Association.

5. **CREATION OF THE LIEN AND PERSONAL OBLIGATION OF ASSESSMENTS**

Each Owner of any Lot by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, is deemed to covenant and agrees to pay to the Association:

(a) annually, semi-annually, quarterly or monthly assessments or charges; and

(b) special assessments to be established and collected as hereinafter provided.

Notwithstanding the foregoing, however, Lots owned by the Declarant shall not be subject to assessment unless the home built on the Lot is actually occupied. Assessments shall be adopted in accordance with the Bylaws of the Association and this Declaration. The assessments, together with interest, costs and reasonable attorney fees, shall be a charge on the land and shall be a continuing lien upon and shall attach to the property against which each such assessment is made. Each such assessment, together with interest, costs and reasonable attorney fees incurred in collecting the same, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due, irrespective of the ownership of the Lot at the date of collection.

6. PURPOSE OF ASSESSMENT

The assessment levied by the Association shall be used to promote the recreation, health, safety and welfare of the residents in the Development, including but not limited to the improvement, construction, repair, maintenance, insurance and other expenses related to or arising from Common Areas or improvements thereon (e.g., taxes, utility charges, signage, fences, water system, and easements); any other responsibilities or obligations of the Association such as insurance; or other items or obligations deemed necessary and proper by the Association to keep the Development in a good, clean, attractive and safe condition in compliance with all applicable codes, laws, rules and regulations.

Assessments may also be levied to pay for any professional services or consultation incurred by the Association in carrying out its duties, including but not limited to biologists, management companies, certified public accountants and legal counsel.

7. COMMENCEMENT OF ASSESSMENTS

The liability for assessments as to all Lots (except those not subject to assessment as provided above) shall commence upon the first day of the month following the conveyance of the first Lot from the Declarant to someone other than a successor Declarant. Liability of an Owner (except those not subject to assessment) shall commence on the first day of the calendar month following the date of any deed or contract of sale for the Lot, or on the first day of the calendar month following occupancy of the Lot, whichever is earlier. Until January 1st of the year immediately following the conveyance of the first Lot to an Owner, the maximum assessment shall not exceed one hundred and no/100 dollars (\$100.00) per year. The assessments shall be established, reviewed and/or adjusted by the Board of Directors, subject to member ratification, as provided in the Bylaws of the Association.



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8. SPECIAL ASSESSMENTS

In addition to the assessments authorized above, the Association may, in accordance with and to the provisions of the Bylaws of the Association and any applicable laws, levy special assessments through the use of a special budget as authorized by the Bylaws of the Association. The special assessments may be used to cover unanticipated financial shortfalls, and/or for the purpose of defraying, in whole or in part, extraordinary expenses such as the cost of any construction, reconstruction, repair or replacement of a capital improvement of the Common Areas, maintenance and liability expenses, fixtures or improvements of the Association, including repairs or renovation. To the extent such costs and expenses are caused by the misconduct of an Owner or other Development occupant, the Association may, after notice and an opportunity to be heard, specially assess that expense against that Owner's Lot.

9. RESERVES FOR REPAIR OR REPLACEMENT

As a common expense and as a part of the Association budget, the Association may establish and maintain a reserve fund for repair or replacement of improvements and community facilities thereon by the allocation and payment to such reserve fund of an amount to be designated from time to time by the Association. The reserve fund shall be expended only for the purpose of repair, replacement or improvement to the Common Areas and any improvements and community facilities for which the Association is responsible, and for start up expenses and operating contingencies of a non-recurring nature. The proportional interest of any Owner in any such reserve shall be considered an appurtenance of such Owner's Lot and shall not be separately withdrawn, assigned, or transferred, or otherwise separated from the Lot to which it appertains and shall be deemed to be transferred with such Lot in the event of a transfer or sale.

10. COMMON AREAS EXEMPT

The Common Areas and any other property dedicated to and accepted by a government or public authority shall be exempt from assessments, mortgages or other liens by the Association and any Owner.

11. EXCEPTION TO MAXIMUM ASSESSMENT LIMITATION

The limitations of maximum assessments shall not apply with respect to fines or other charges imposed against an Owner or member by the Board pursuant to this Declaration or the Bylaws of the Association.

12. NOTICE AND QUORUM FOR ESTABLISHING A BUDGET

Written notice of any meeting called for the purpose establishing a budget from which the assessments are based shall be personally delivered or mailed to all members in a manner consistent with the provisions of the Bylaws of the Association.



13. **UNIFORM RATE OF ASSESSMENTS; LOTS OWNED BY DECLARANT EXEMPT**

Except as otherwise authorized herein all assessments must be fixed at a uniform rate for all Lots, provided, however, that (1) any vacant or unimproved Lot owned by Declarant shall not be subject to any assessment or charge herein, and (2) any Lot sold to a builder shall not pay assessments until the month following the sale or occupancy of the house (whichever comes first).

14. **ASSESSMENTS; DUE DATES**

The assessments may be budgeted on an annual basis subject to adjustments according to the number of months remaining in the calendar year. The due dates shall be established by the Board and shall be payable on a monthly, quarterly, semiannual or annual basis as determined by the Association. The Owner may prepay one (1) or more installments on any assessment without a prepayment penalty.

15. **EFFECT OF NONPAYMENT OF ASSESSMENTS; REMEDIES OF THE ASSOCIATION**

Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the lesser of the rate of twelve percent (12%) per annum or the maximum allowed by law. Unpaid assessments, plus interest, costs and attorney fees incurred by the Association in collecting assessments, filing and recording liens, enforcing the provisions of this Declaration or the Bylaws of the Association, or defending itself in any litigation shall constitute and create a lien on the Lot(s), provided however, before the arrearage is actually assessed against an Owner, the Owner shall be provided an opportunity to be heard by the Board of Directors or such representative as is appointed by the Board of Directors. Said notice shall be deemed given when sent to the home address of the Owner. The failure to provide an opportunity to be heard as provided herein does not eliminate the accumulation of extra fees and charges, provided such opportunity is afforded before the extra fees and charges are actually assessed against the Owner and collected. The Association may bring an action at law against the Owner personally obligated to pay the same for collection of the assessments or other charges pursuant to this Declaration, and/or foreclose the lien against the Lot. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use or abandonment of his or her Lot.

16. **SUBORDINATION OF THE LIEN TO MORTGAGES**

The lien of the assessment provided for herein shall be subordinate to the lien of any first mortgage (and to the lien of any second mortgage given to secure payment of the purchase price) now or hereafter placed on the Lot, only in the event that the lien for delinquent assessments has not been recorded with the Klickitat County Auditor at the time of the recording of the mortgage lien. Sale

or transfer of any Lot shall not affect the assessment lien. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof

17. REAL PROPERTY TAXES

In the event that there are real property taxes on the Common Areas, the Association shall pay the same as an expense of the Common Areas. If the tax becomes delinquent, the total amount of the delinquent taxes shall be divided equally among all the Owners, and said portion of each Owner's share of delinquent taxes shall be a lien on said Owner's Lot to the same extent as if the delinquent tax was on the Owner's Lot.

18. MAINTENANCE RESPONSIBILITY: COMMON AREAS AND OTHER

Maintenance, repair, replacement, improvements, taxes, insurance and other obligations and expenses or assessments arising from or through this Declaration or the recorded Plat shall also be the responsibility of the Association unless otherwise specified in this Declaration. In addition to the maintenance of the Common Areas, the Association shall maintain (if installed in the Plat): (1) the landscaping and signage installed by the Declarant or Association, (2) the entry monuments, (3) any private lighting system, (4) signage or improvements, (5) any storm water detention facilities outside of the public right-of-way, and (6) the wells, water systems, and Shared Common Space (except for any system located exclusively on and serving only one Lot which system shall be maintained by the Owner of such Lot at its sole expense).

19. RULES AND REGULATIONS

The Declarant during the Development Period, and the Board of Directors thereafter, shall have the power to adopt and enforce rules and regulations governing the use of the Common Areas or activities within the Development, so long as such rules and regulations are consistent with law and this Declaration. The Association or the Declarant may prescribe penalties for the violation of such rules and regulations, including but not limited to suspension of the right to use the Common Areas or portions thereof. Any such rules and regulations shall become effective thirty (30) days after promulgation or amendment and shall be mailed to all Owners within three (3) days after promulgation or amendment. A copy of the rules and regulations then in force shall be retained by the secretary of the Association and shall be available for inspection by any Owner during reasonable business hours. Such rules shall have the same force and effect as if set forth herein.

20. INDEMNIFICATION OF BOARD MEMBERS AND OFFICERS

Directors, officers and committee members of the Association shall not be liable to the Association or its members for damages caused by an action taken on behalf of the Association in good faith. This provision may not limit liability for

failure to exercise the degree of care and loyalty required under RCW 24.03. Directors, officers and committee members of the Association shall be indemnified and held harmless from and against any damages, liabilities, judgments, penalties, fines, settlements and reasonable expenses (including attorney fees) actually incurred as a result of all actions undertaken by said person in good faith, and (a) in the case of conduct in his or her official capacity with the Association, he or she reasonably believed his or her conduct to be in the Association's best interests, or (b) in all other cases, he or she reasonably believed his or her conduct to be at least not opposed to the Association's best interests, or (c) in the case of any criminal proceedings, he or she had no reasonable cause to believe his or her conduct was unlawful. Said persons shall be indemnified and held harmless to the full extent permissible under Washington law.

The foregoing right of indemnification shall not be exclusive of other rights to which such director, officer or committee member may be entitled to as a matter of law. The Board of Directors may obtain insurance on behalf of any person who is or was a director, officer, employee, or agent against any liability arising out of his or her status as such, whether or not the Association would have power to indemnify him or her against such liability.

21. ACCEPTANCE OF COVENANTS

In consideration of the acceptance hereby, the purchasers and grantees of deeds or contracts to the Lots in the Development, their heirs, assigns, personal representatives, successors and assigns, and all persons or concerns claiming by, through or under such grantees, declare and agree with each and every person who shall be or who shall become an Owner of any of said Lots, that said Lots shall be and hereby are bound by the covenants set forth herein and shall be held and enjoyed subject to and with the benefit and advantage of the protective covenants, restrictions, limitations, conditions and agreements set forth herein.

22. ASSOCIATION INSURANCE, CASUALTY, AND CONDEMNATION

The Association may, at its discretion, obtain and maintain at all times as an Association expense a policy or policies and bonds written by companies licensed to do business in Washington which shall provide:

(a) Insurance against loss or damage by fire and other hazards covered by the standard extended coverage endorsement in an amount as near as practicable to the full insurable replacement value (without deduction for depreciation) of landscaping and improvements located in the Common Areas, with the Association named as insured as trustee for the benefit of Owners and mortgagees as their interests appear.

(b) General comprehensive liability insurance insuring the Association, the Owners, and Declarant against any liability to the public or to the



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Owners and their guests, invitees, licensees, or tenants, incident to the ownership or use of the Common Areas.

(c) Worker's compensation insurance to the extent required by applicable laws.

(d) Fidelity coverage naming the Association as an obligee to protect against dishonest acts by the Board, Association officers, committees, managers, and employees of any of them, and all others who are responsible for handling Association funds, in an amount equal to not less than three (3) months general assessments on all Lots, including reserves.

(e) Such other insurance as the Association deems advisable, including without limitation directors and officers error and omission insurance; provided that, notwithstanding any other provisions herein, the Association shall continuously maintain in effect casualty, flood, and liability insurance and a fidelity bond meeting the insurance and fidelity bond requirements for similar projects established by Federal National Mortgage Association, Governmental National Mortgage Association, Federal Home Loan Mortgage Corporation, Federal Housing Authority, and Veterans Administration, so long as any of them is a mortgagee or Owner, except to the extent such coverage is not available or has been waived in writing by all applicable agencies.

In the event of substantial damage to or destruction of any of the Common Areas, the Association shall give prompt written notice of such damage or destruction to the Owners and to the holders of all first mortgages. Insurance proceeds for damage or destruction to any part of the Common Areas shall be paid to the Association as a trustee for the Owners, or its authorized representative, including an insurance trustee, which shall segregate such proceeds from other funds of the Association.

In the event any part of the Common Areas is made the subject matter of any condemnation or eminent domain proceeding, or is otherwise sought to be acquired by any condemning authority, the Association shall give prompt notice of any such proceeding or proposed acquisition to the Owners and to the holders of all first mortgages who have requested from the Association notification of any such proceeding. All compensation, damages, or other proceeds therefrom, shall be payable to the Association.

ARTICLE IV.

RESIDENTIAL COVENANTS

1. DESIGN INTENT & SUMMARY

The Development is designed to be a place where nature is the prime focus. Human improvements should be designed so that they blend into the natural environment. The theme of the Development is to be similar to that of a cabin or vacation community. All human improvements and landscaping are to be



designed, built, and maintained in a way that does not conflict with the natural setting.

2. LAND USE AND BUILDING TYPE

No Lot shall be used for commercial purposes. The conduct or carrying on of any manufacturing, trade, business, commerce, industry, profession or other occupation whatsoever, upon any such Lot or any part thereof, or in any building or Structure thereon erected, shall constitute a breach of this restriction, excepting the right of the Declarant or any permitted contractor builder to construct residences on any Lot, to store construction equipment and materials on said Lots in the normal course of said construction, and to use any single family residence as a sales office or model home for purposes of sale in Lots within the Development. Notwithstanding the foregoing, and subject to this Declaration and all rules promulgated hereunder, the Owners are permitted to (i) lease or rent their Lot and improvements to one family for residential use, in which case this Declaration and all rules promulgated hereunder will also apply with full force and effect to the lessee/tenant, (ii) operate a home business approved by the Association, or (iii) operate a home office without Association approval so long as the Owner's main place of business is elsewhere and business visitors are no more than sporadic.

Except as otherwise permitted herein, no building shall be erected, altered, or permitted to remain on any Lot other than one single-family dwelling. No structure shall exceed thirty (35) feet in height. A garage is permitted as long as it does not exceed the height and size of the residence. The foregoing provisions shall not exclude construction of a private greenhouse, storage unit, or accessory shed, provided the location of such structures is in conformity with the applicable municipal regulations and is compatible in design and decoration with the residence constructed on such Lot. The Owner or Occupant of each Lot, by acceptance of title thereto or by taking possession thereof, covenants and agrees to the same and agrees that any improvements placed or constructed thereon shall conform to this Declaration and the Development Plan.

Prior to construction, all structures are to be approved by the Association.

Additional restrictions include but are not limited to:

No existing trees over 12" caliper are removed from the site unless replaced by an equal number of tree(s) that are at least 2" caliper measured 3 feet above ground level and the trees removed are located on the buildable area of the Lot where the owner intends to construct its residence or other permissible structure.

No fences are to be constructed between Lots. All the Lots are intended to "flow" together within the Development. (See Article IV, Section 14 below.)

Mobile homes and yurts are not permitted.



Manufactured homes are permitted provided they have design characteristics that are consistent with the other improvements in the Development. Prior to installing a manufactured home, written approval must be obtained from the Association.

The provisions of this section shall not be deemed to prohibit the right of any licensed builder to construct a residence which complies with the terms above on any Lot, to store construction materials and equipment on said Lots in the normal course of construction, and to use any single-family residence as a home.

3. DWELLING SIZE

The minimum square footage of any home within the Development shall be 800 square feet, exclusive of garages and open porches.

4. EASEMENTS

Easements throughout the Development, including those located on a Lot shall be maintained by the Association. Lot improvements shall not interfere with, obstruct, or make more expensive or difficult the maintenance of any easement.

The trail easement as shown on the Development plat shall be maintained by the Association. The trail easement extends around and through the Development and is for recreational use of all Lot Owners. Open and clear access will be maintained by community volunteer efforts organized by the Association. Acceptable activities on the trail include hiking, running, mountain biking, equestrian, snow shoeing, and cross-country skiing. Motorized vehicles are not permitted.

Easements and restrictions set forth in the Plat are incorporated herein and hereby reserved on each Lot and the Common Areas. No Owner shall construct or locate any structure or portion thereof within the utilities easement areas, and no Owner shall relocate, remove or disturb any utility within the utilities easement, including any utility box, without the written approval of the Association and the current holder(s) of the utilities easement. Any easement entered upon for the purposes stated above shall be restored as near as possible to its original condition by the individual or entity entering said easement. No lines or wires for the transmission of electric current, telephone or cable TV shall be placed or be permitted to be placed upon any Lot unless the same shall be underground or in conduit attached to a structure.

5. OFFENSIVE ACTIVITIES

No noxious or offensive activity (as determined by the Association) shall be allowed upon any Lot, nor shall anything be done, grown or placed upon any Lot that interferes with or jeopardizes the enjoyment of other Lot Owners within the Development. Normal construction activities and parking in connection with the building of structures shall not be considered offensive, a nuisance, or otherwise

be prohibited by this Declaration. No firearms shall be discharged within the Development, and no explosives of any kind (including fireworks), shall be discharged or stored upon the Development.

6. ANIMALS

On Lots 1-5 as shown on the plat, no animals, livestock or poultry of any kind shall be raised, bred or kept, except that a reasonable number (not to exceed a total of three (3) dogs, cats or other) of household pets is permitted provided that they are not kept, bred or maintained for commercial purposes and are reasonably controlled so as not to be a nuisance. Each Owner shall comply with all laws, regulations, orders, and ordinances regarding permitted animals and shall promptly and routinely remove and dispose of animal waste from his permitted animals.

Special exception exists for the temporary / short term housing of horses for up to fourteen (14) days. Thus, providing the opportunity for Owners to bring their horses to their Lot for "vacation" length stays. In this case, a small barn and 24'x24' corral may be constructed.

Lot 6 (as a 10 acre lot) allows the keeping of horses on a permanent basis. Horses must be restricted to the Owner's Lot unless there is written approval from all the neighbors to allow the horses to roam free throughout the Development. If a fence is to be installed to contain the horses on the Owner's Lot, swing gates with spring hinges (without locks) need to be installed at the Lot Owner's expense who intends to keep horses at the trail access points to provide unobstructed use of the trail for recreational purposes.

No dog houses, dog runs or dog kennels may be placed on any Lot unless they are screened from the view of other Lots in the Plat, Common Areas and the streets. All dogs which become a nuisance by barking at inappropriate hours shall be kept in the residence or garage from the hours of 9:00 p.m. to 7:00 a.m. so as to eliminate or minimize disturbances.

7. SIGNS

No signs shall be erected or maintained on any Lot (excluding Mountain Pine Property entry sign(s) and address markers to be initially installed by Declarant) except that not more than one "FOR SALE" or "FOR RENT" sign placed by the Owners, Declarant or by a licensed real estate agent, not exceeding twenty-four inches (24") high and thirty-six inches (36") long, may be temporarily displayed on any Lot. This restriction shall not prohibit the temporary placement of "political" signs on any Lot by an Owner or appointees provided the same shall not be a violation of the controlling governmental sign ordinances.



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8. **PARKING**

It is strongly recommended parking of boats, motor homes, permitted trailers, motorcycles, trucks, truck-campers, machinery and like equipment be stored within the confines of an enclosed garage or behind a sight-obscuring fence of Association approved design. Parking of such vehicles is to be located close to the home. Upon seventy-two (72) hours notice to the Owner of a Lot where an improperly parked or stored vehicle, boat, or other equipment is located, the Association may have the item removed at the Owner's expense.

9. **VEHICLES IN DISREPAIR**

No Lot shall permit any vehicle in an extreme state of disrepair to be abandoned or to remain parked upon any Lot (unless located within a garage or like structure and outside of view of other Lots) for a period in excess of fourteen (14) days. A vehicle shall be deemed to be in an "extreme state of disrepair" (as determined by the Association) when due to its continued inoperability or significant damage.

10. **RUBBISH AND TRASH**

No Lot or any other portion of the Development shall be used as a dumping ground for trash or rubbish of any kind. All garbage and other waste shall be kept in appropriate sanitary containers for proper disposal and out of public view. The term "out of public view" or other similar terms used herein means with respect to any given object, that such object is or would be visible to a person six (6) feet tall, standing at ground level on any public roadway, other Lot, or the Common Areas. Yard rakings and dirt resulting from landscaping work shall not be dumped/stored. Burn piles are allowed provided they meet Klickitat County guidelines.

11. **TEMPORARY STRUCTURES**

No structure of a temporary character, trailer, motor home, basement, tent, shack, garage, barn or other outbuilding shall be used on any Lot at any time as a residence, except the use of a trailer while constructing a home for up to and not more than six (6) months is permitted. If tarps are used to protect personal items from the elements, it must be a brown/black/neutral color. Blue or bright colored tarps are not permitted at anytime.

12. **UTILITIES**

No outdoor overhead wire or service drop for the distribution of electric energy or for telecommunication purposes, nor any pole, tower or other structure supporting said overhead wire shall be erected, placed or maintained within the Development. All Owners of Lots within the Development, their heirs, successors and assigns shall use underground wires to connect their Lots and the structures built thereon to the underground electric T.V. cable, or telephone utility facilities provided.



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13. COMPLETION OF CONSTRUCTION; REPAIRS

The construction of any structure on any Lot, including private lot drainage, painting and all exterior finish, shall be completed within six (6) months from the beginning of construction so as to present a finished appearance when viewed from any angle. In the event of undue hardship due to weather conditions, this provision may be extended for a reasonable length of time upon written approval from the Association. No Owner shall allow the structures on the Owner's Lot to fall into disrepair. Each Owner shall ensure that the structures are at all times kept in good condition and repair and adequately painted or otherwise finished. In the event any structure is damaged or destroyed, then such structure shall be promptly repaired and rebuilt or shall be demolished and the debris removed promptly.

14. FENCES

Fences can be constructed within the "improvement area" (defined in Article IV, Section 18 below). The maximum height of a site obscuring fence or hedge on any Lot shall be six (6) feet and shall be of non-painted wood construction. Chain link or chicken wire fences are prohibited. To promote the openness within the Development, no fences are to be erected between individual Lots of the Development except as otherwise expressly permitted in this Declaration and excepting the existing fence that is located at the outside boundaries of the Development. Lot lines and easement lines can be marked with survey markers, ground stakes, and marker post that are intended to show dividing lines while still blending into the natural setting. Notwithstanding any term to the contrary herein, no fence, hedge or wall shall be erected without prior written approval of the Association.

15. ANTENNAS AND SERVICE FACILITIES

No exterior antennas or satellite dishes, radio aerials, ham radio broadcast or receiving apparatus, or similar devices of any kind shall be permitted, except "Digital Satellite Systems" which are permitted but shall be placed in a location hidden from the road, if reasonably possible, and may not exceed twenty-five (25) inches in diameter. Clotheslines and other like equipment shall be screened and out of public view. Rotary beams or other similar devices shall not be constructed on any Lot.

16. EXTERIOR MATERIALS

Exterior materials must be approved for use by the Association. Approved roofing materials include cedar shingle, cedar shake, tile, metal, or composition shingle provided that they are in a dark or neutral color that blends into the natural environment (as determined by the Association). The exterior siding material shall be cedar, stone, bricks, stucco or composite lap siding and be of a natural color that blends into the natural environment (as determined by the Association).

Bright or pastel colors are not permitted on roofing, siding or any part of the structures. Dwellings shall be double wall construction or log construction. Pressed wood sheet siding shall not be permitted. Windows and exterior doors shall be wood or vinyl provided that color is not white. Garage doors can be either of wood or metal construction in colors that blend into the natural environment (as determined by the Association). In appropriate circumstances the Association can approve other materials, if necessary, to facilitate design, provided that they are in keeping with the character of the Development.

17. EXTERIOR FINISH

The exterior finish of all construction shall be designed, built and maintained in such a manner as to blend in with the natural environment within the Development. Exterior colors must be approved by the Association. Exterior trim, fences, doors, railings, decks, eaves, gutters and exterior finish on garages and other accessory buildings shall be designed, built and maintained to be compatible with the exterior of the structures they adjoin. Mail box and newspaper receptacles placed in front of any Lot shall be included in a single structure of a design approved by the Association prior to construction unless otherwise dictated by the U.S. Postal Service.

18. MAINTENANCE, TREES AND LANDSCAPING

All landscaping shall be that which blends into the natural environment of the area. The goal is to preserve and maintain a natural forest setting. Landscaping and man made improvements are to be limited to no more than forty feet (40') around the main residence which is known as the "improvement area" except as otherwise approved by the Association. It shall be the responsibility of individual Lot Owners to maintain the healthy condition of the trees and perform fire prevention maintenance by trimming trees and removing fire prone brush. All new planting and landscaping shall be similar to the native vegetation.

Except as permitted in connection with improvements to a Lot as described in Article IV, Section 1 above, all major landscaping projects and the removal of trees over 12" diameter require prior approval of the Association.

After written notice to an Owner from the Declarant, or the Association after the Development Period, of such Owner's failure to maintain said Lot, landscaping and/or improvements in accordance herewith, and after approval at a meeting of the Board of Directors or other Association committee to which such oversight responsibility shall have been delegated, to which meeting the Lot Owner shall have been given at least five (5) days written notice, the Association shall have the right, through its agents and employees, to enter upon any Lot in order to repair, maintain and/or rectify the same to such standards. The cost of such work shall be a special assessment on such Owner and such Owner's Lot, and the provisions of this Declaration regarding the collection of assessments shall apply thereto.



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19. RELIEF FROM PROVISIONS

In cases where an Owner has made a factual showing that strict application of the provisions of this Article IV would work a severe hardship upon him or her, the Board by Association action may grant the Owner relief from any of such provisions; provided, however, that such relief shall be limited by its scope or by conditions to only that necessary to relieve the hardship; and provided further, that no such relief shall be granted if the condition thereby created would, in the reasonable judgment of the Board, adversely affect the Association's right or ability to enforce any provision of this Declaration in the future or the rights of any other Owner or the view from any other Lot. The decision of the Board in granting or denying such relief shall be final and conclusive.

ARTICLE V.
ASSOCIATION REVIEW

1. ARCHITECTURAL REVIEW

No construction on any structure, including storage shelters, shall commence or be erected, placed or materially altered on any Lot until construction plans and specifications showing the nature, shape, heights, materials, colors and proposed location of the structure or alteration has been submitted to and approved in writing by the Association. It is the intention and purpose of this covenant to assure quality of workmanship and materials and harmony of external design with the existing structures within the Development.

a. MAJOR CONSTRUCTION

In the case of initial or substantial additional construction of a structure or improvement, the Lot Owner shall prepare and submit to the Association such plans and specifications for the proposed work as the Association may reasonably require. Materials required by the Association may include, but shall not be limited to the following:

- (1) A plan indicating location of all improvements, including private drainage.
- (2) Drawings showing elevations, exterior materials and exterior color scheme of all improvements, including the mailbox/newspaper structure and fencing.
- (3) Drawings showing yard landscape design and location including a description of plant materials. The parking strip shall be included in the landscaping plan.

The Association shall render its decision within forty-five (45) days with respect to the proposal after it has received all required materials.



b. MINOR WORK

In the case of minor additions or remodeling, change of existing exterior color scheme or exterior materials, greenhouse, landscaping, swimming pools construction or any other work not referred to in (a) above, the Owner shall submit to the Association such plans and specifications for the proposed work as the Association determines to be necessary to enable it to evaluate the proposal. The Association shall render its decision within forty-five (45) days with respect to the proposal after it has received all required materials.

2. ASSOCIATION DECISION

The Association may, in its sole discretion, withhold consent to any proposed work if the Association finds that the proposed work would be inappropriate for the particular Lot or incompatible with the Development. The Association shall use reasonable efforts to render decisions at the earliest date determinable and shall not unnecessarily withhold any decisions made until the expiration of the applicable 20 or 45 day period allowed hereunder for the rendering of decisions. The Association will take into account considerations such as shape, size, color, design, height, and impairment of the view from other Lots within the Development. Effects on the enjoyment of other Lots or other factors which the Association reasonably believes to be relevant, may be taken into account by the Association in determining whether or not to consent to any proposed work. If the Association rejects a proposal, it shall provide written notice of the work objected to and its reasons for rejection in reasonable detail. If the Owner who submitted the proposal revises its plans and resubmits to the Association with the objected to matters amended or removed from its plans, the Association shall render another decision within twenty (20) days with respect to the revised proposal.

Should the Association fail to approve, approve with conditions, or disapprove the plans and specifications submitted by an Owner within forty-five (45) days after submission of an application therefor or within twenty (20) days after submission of a revised proposal, then the applicant may request in writing a response within an additional fourteen (14) days. In the event there remains no response, the application shall be deemed approved, provided, however, the plans and specifications must still comply with this Declaration in all respects.

Any action or inaction by the Declarant or the Association shall be in its sole discretion and all parties, Owners and/or potential Owners shall hold and save Declarant and the Association harmless to the maximum extent permitted by law.

The Association may, upon application, grant exemptions and variances from the rules and procedures of this Declaration when the party requesting such exemption or variance establishes to the satisfaction of the Association that the improvement or other matters which are desired by the applicant are compatible with the overall character of the Development. Requests for an exemption or



variance shall be submitted in writing to the Association and shall contain such information as the Association shall from time to time require. The Association shall consider applications for exemption or variance and shall endeavor to render its decisions within twenty (20) days after notice to the Owner of proper submission. The failure of the Association to approve an application for an exemption or variance shall constitute disapproval of such application.

3. NONWAIVER

Consent by the Association to any matter proposed to it within its jurisdiction under these covenants shall not be deemed to constitute a precedent or waiver impairing its rights to withhold approval as to any similar matter thereafter proposed or submitted to it for consent.

4. EFFECTIVE PERIOD OF CONSENT

The Association's consent to any proposed work shall automatically be revoked one (1) year after issuance unless construction of the work has commenced or the Owner has applied for and received an extension of time from the Association.

ARTICLE VI.
GENERAL PROVISIONS

1. TERM AND AMENDMENT

These covenants and restrictions shall run with and bind all the Lots within the Development for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years at the expiration of the initial twenty (20) year term or a succeeding ten (10) year term. This Declaration can be terminated, revoked or amended only by recordation of an instrument for such purpose signed by the Owners of seventy-five percent (75%) of the Lots in the Development at the expiration of the initial twenty (20) year term or a succeeding ten (10) year term. This Declaration may be amended during the Development Period by an affirmative vote of fifty-one percent (51%) of the voting power of the Association. Amendments to any provision of this Declaration which alter the rights, duties, obligations, conditions, restrictions and requirements of Declarant shall not be valid without the affirmative written consent of the Declarant. In the event that the Declarant has the necessary votes and desires to amend the Declaration during the Development Period, the Declarant may waive any requirements to conduct a membership meeting if and to the extent permissible by law. Any amendment to this Declaration must be recorded with the Klickitat County Auditor.

2. ENFORCEMENT

In the event of the violation or breach or attempted violation or breach of any of these covenants, restrictions, limitations, conditions, duly adopted rules and

regulations or agreements by any person or concern claiming by, through or under the Owner, or by virtue of any judicial proceedings, Declarant, the Owner of any Lot or the Association, or any of them, jointly or severally, shall have the right to institute, defend or intervene in litigation or administrative proceedings to compel compliance with the terms hereof or to prevent such violation or breach. The Association may be involved in its own name on behalf of itself or two or more Owners on matters affecting the Association, but not on behalf of Owners involved in disputes that are not the responsibility of the Association. In the event of such enforcement the prevailing party shall be entitled to, in addition to other relief, recovery of its reasonable attorney fees and costs.

In addition to the foregoing, Declarant, or its nominee, or the Association shall have the right whenever there is a violation of these restrictions, to enter upon the property where such violation exists and summarily abate or remove the same at the expense of the Owner, who, on demand and after notice and opportunity to be heard by the Board of Directors or its representative, shall reimburse the cost thereof including attorney fees and costs incurred. Such entry and abatement or removal shall not be deemed a trespass. Except in the event of an emergency, three (3) days' written notice must be given to the non-complying party before summary abatement or removal may occur.

In the event of any violation of any of the provisions of this Declaration, the Declarant or any other Lot Owner may, at their option, exercise the right to enforce these covenants by bringing action in a court of law. Failure by any party to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

3. SEVERABILITY

Invalidation of any one of these covenants by judgment or court order shall in no way affect any of the other provisions which shall remain in full force and effect.

4. LIMITATION OF LIABILITY OF DECLARANT; RIGHT TO ASSIGN

Neither Declarant nor any officer, manager, member, employee, agent, or director of Declarant shall be liable to any Owner on account of action or failure to act by Declarant in performing its duties or rights hereunder, provided that Declarant has, in accordance with actual knowledge possessed by it, acted in good faith. The Declarant may assign any and all of its rights, powers obligations, privileges, and interest under this instrument to any other person or concern, and in any such case any such successor or assignee may exercise and enjoy such rights, powers, privileges and interest and shall be responsible for such obligations to the same extent as Declarant would have been had such assignment not been made.

5. ANNEXATION

Additional real property may become subject to this Declaration in the following manners:

Declarant, its successors and assigns, shall have the right, but shall not be obligated, to include additional real property of Declarant's selection as a part of the real property subject to and restricted by this Declaration. This right may be exercised without obtaining the consent or approval of the Association or its members. The additions of other real property authorized by this Section shall be made by incorporating the provisions of this Declaration by reference on the face of any such recorded Plat map of such annexed real property, or the Declarant may record an addendum to this Declaration containing such additions and modifications as may be appropriate or necessary to reflect the different character, if any, of the additional properties.

Upon approval in writing of the Declarant during the Development Period and thereafter by the Association, the Owner of such real property who desires to subject such other real property to the provisions of this Declaration and to subject it to the jurisdiction of the Declarant, may file for record a supplementary Declaration of covenants, conditions and restrictions, which by its terms, expressly extends the covenants contained in this Declaration to such other real property.

[SIGNATURES FOLLOW ON THE NEXT PAGE]



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IN WITNESS WHEREOF, this Declaration is hereby made effective as of
7/3, 2008.

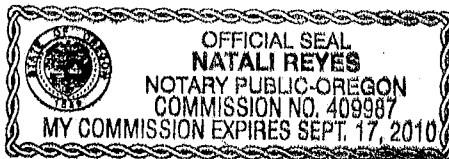
DODD INVESTMENTS, LLC

By: [Signature]
Teddy Dodd, sole member

STATE OF Oregon)
) ss.
COUNTY OF Harold River

On this 3rd day of July, 2008, , before me, a Notary Public in and for the State of Oregon, personally appeared TEDDY DODD, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person who executed this instrument, on oath stated that he was authorized to execute the instrument, and acknowledged he is the sole member of DODD INVESTMENTS, LLC and execution hereof is the free and voluntary act and deed of said limited liability company for the uses and purposes mentioned in the instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year first above written.



[Signature]
NOTARY PUBLIC in and for the State of

Oregon, residing at Harold River

My appointment expires Sept 17, 2010

Print Name Natali Reyes



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EXHIBIT A

LEGAL DESCRIPTION OF DEVELOPMENT

MOUNTAIN PINE PROPERTIES

[TED: Please provide for Lots 1-6 and Common Areas.]



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AFTER RECORDING MAIL TO:

Name _____ File _____
Address _____
City/State _____

Document Title(s): (or transactions contained therein)

1. Bylaws of Mountain Pine Properties Homeowner's Association
SUB2007-08
- 2.
- 3.
- 4.

GRANTOR(s) (Last name first, then first name and initials)

1. Dodd Investments, LLC
- 2.
- 3.
- 4.

() Additional Names on page _____ of document

GRANTEE (s): (Last name first, then first name and initials)

1. Public, The
- 2.
- 3.
- 4.

() Additional Names on page _____ of document

Abbreviated Legal Description as follows: (i.e. lot/block/plat or section/township/range/quarter/quarter
Section 25, T4N, R12E, W.M., Klickitat County, WA

() Complete legal description is on page _____ of document.

Assessor's Property Tax Parcel/Account Number(s):
04-12-2500-0012/00 and 04-12-2500-0003/00

Reference Number(s) of Documents assigned or released:

() Additional numbers on page _____ of document

NOTE: The Auditor/Recorder will rely on the information on the form. The staff will not read the document to verify the accuracy or completeness of the indexing information provided herein.



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BYLAWS
OF
MOUNTAIN PINE PROPERTIES
HOMEOWNERS' ASSOCIATION

(A nonprofit corporation incorporated under the Washington Nonprofit Corporation Act, RCW 24.03)

ARTICLE 1

Members

Section 1.1 Class of Members. The corporation shall have one class of members. The qualifications for members are set forth in Section 1.2 of these Bylaws.

Section 1.2 Members. To qualify as a member, a person shall be a Lot Owner, and all Lot Owners shall be members. The terms "Lot" and "Owner" are each defined in the Declaration and have the same meaning in these Bylaws as are set forth in the Declaration.

Section 1.3 Voting Rights. Members have such voting rights as are set forth in the Declaration of Mountain Pine Properties Protective Covenants: Conditions and Restrictions, as recorded in Klickitat County, Washington and as from time to time amended (the "Declaration") which Declaration sets forth the conditions, covenants, easements, and restrictions on the Mountain Pine Properties subdivision (Subdivision No. SUB2007-08). The Board shall have sole voting power with respect to all other matters relating to the corporation, including without limitation any alteration, amendment or repeal of the Bylaws or the adoption of new Bylaws; any amendment of the Articles of Incorporation; any merger or consolidation involving the corporation; any sale, lease, exchange or other disposition of all or substantially all of the property and assets of the corporation; the adoption of any plan providing for the distribution of assets; or any dissolution of the corporation. However, the Board in its discretion may submit to members at any annual or special meeting thereof any proposal for nonbinding, advisory vote by such members. The vote of any member at any meeting of members may be exercised either in person by an authorized agent thereof, or by written proxy. Each member shall be entitled to one vote on each matter coming before any meeting of such members.

Section 1.4 Annual Meeting. A meeting of the members of the corporation shall be held each year beginning in 2009 on the third Tuesday in June at 7:00 o'clock p.m., at such place as the Board shall determine, or at such other time as may be designated by the Board. The purposes of the annual meeting shall be to review the activities of the corporation during its prior fiscal year, to discuss plans and proposals for the corporation for its current fiscal year, and to transact such other business as may properly come before the meeting. The annual meeting of the members may be held by means of a conference telephone or similar communications



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equipment by means of which all persons participating in the meeting can hear each other at the same time.

Section 1.5 Special Meetings. Special meetings of the members for any purpose or purposes permitted hereunder or by law may be called at any time by the President of the corporation or a majority of the members of the Board of Directors and shall be held at such time and place as the President or the Board of Directors may prescribe. Upon the request of the members holding in the aggregate twenty percent (20%) of the voting power of all members, it shall be the duty of the Secretary to call a special meeting of the members for any purpose or purposes permitted hereunder or by law, such meeting to be held at such place and at such time as the Secretary may fix, not less than ten (10) nor more than sixty (60) days after the receipt of said request, and if said Secretary shall neglect or refuse to issue such call, those making the request may do so. Special meetings of the members may be held by means of a conference telephone or similar communications equipment by means of which all persons participating in the meeting can hear each other at the same time.

Section 1.6 Notice of Meetings. Written notice of the place, day and hour of the annual membership meeting and written notice of the day, place, hour of special membership meetings and of the items on the agenda to be voted on by the members, including the general nature of any proposed amendment to the declaration of the Mountain Pine Properties or these bylaws, changes in the previously approved budget that result in any change in assessment obligations, and any proposal to remove a director or officer, shall be hand delivered or sent by prepaid first class United States mail to the mailing address of each unit or to any other mailing address designated in writing by the Lot Owner not less than ten (10) nor more than sixty (60) days before the date of the meeting, either personally or by mail, by or at the direction of the President, the Secretary or the officer or persons calling the meeting, to each member of record entitled to vote at such meeting. If mailed, such notice shall be deemed to be delivered when deposited in the United States mail addressed to the member at its address as it appears on the records of the corporation, with first class postage thereon prepaid.

Section 1.7 Waiver of Notice. Except where expressly prohibited by law or the Articles of Incorporation, notice of the day, place, hour and purpose or purposes of any meeting of the members may be waived in writing by any member at any time, either before or after the meeting, and attendance at the meeting in person or by proxy shall constitute a waiver of such notice of the meeting unless prior to or upon commencement of such meeting such member in attendance asserts that proper notice was not given.

Section 1.8 List of Members. At least ten (10) days before a meeting of members, the Secretary of the corporation shall compile a complete list of the names and addresses of the members entitled to vote at such meeting or any adjournment thereof. Such list shall be open for examination by any member during usual business hours at the principal or registered office of the corporation or the office of the Secretary of the corporation for a period of at least ten (10) days prior to any such meeting. Such list shall be produced and kept open for examination at the time and place and during the course of any such meeting.



Section 1.9 Quorum. At any meeting of members, the presence in person or by proxy of sixty-seven percent (67%) of all the members shall constitute a quorum for the transaction of business, and the vote of a majority of the members present in person or by proxy at a meeting at which there is a quorum shall be the act of the corporation, except as otherwise provided herein, by law or by the Articles of Incorporation. The members present at a duly convened meeting may continue to do business until adjournment, notwithstanding the withdrawal of enough members to leave less than a quorum.

1.10 Adjourned Meetings. Whether for failure to obtain a quorum or otherwise, an adjournment or adjournments of any meeting of members may be taken to such time and place as the majority of those present (in person and by proxy) may determine without any other notice than announcement at the adjourned meeting begin given.

1.11 Proxies. A proxy must be executed in writing by a member or its duly authorized attorney-in-fact. No proxy shall be valid after eleven (11) months from the date of its execution, unless otherwise provided in the proxy. Revocation of a proxy shall not be effective until written notice thereof has actually been received by the person presiding over a meeting of the corporation, or, in the absence of a meeting, the secretary. No proxy shall be effective if it is not dated or purports to be revocable without notice.

ARTICLE 2

Board of Directors

Section 2.1 Number. The affairs and property of the corporation shall be managed under the direction of a Board of Directors. The Board shall consist of as many persons as there are Lots in the Development such that each Lot may be represented by a Director on the Board. The Board of Directors, by amendment to these Bylaws, may increase or decrease the number of Directors to not less than two (2), provided that no decrease in number shall have the effect of shortening the term of any incumbent Director. The Board shall exercise all authority and duties and have all powers given by the Declaration and the Washington Condominium Act.

Section 2.2 Qualifications. Each Director must be a natural person and an Owner of a Lot.

Section 2.3 Term of Office. Each Director shall hold office for three (3) years, except the term of the last named Director in the Articles of Incorporation shall be for two (2) years so as to cause such terms to be staggered. The members of the first Board of Directors shall hold office until the initial election of Directors by members and until their respective successors shall be elected and qualified, subject to provisions herein relating to vacancy and removal.

Section 2.4 Election of Directors. Not less than sixty (60) days after conveyance of twenty-five percent (25%) of all of the Lots in the Mountain Pine Properties, at least one member and not less than twenty-five percent (25%) of the members of the Board of Directors shall be elected by Lot Owners other than the Declarant. Voting for the annual election of Directors by



the embers shall be accomplished by ballots delivered or mailed to the secretary of the corporation. Except as provided above, each member may cast his or her vote for each position that will become open on the Board of Directors. There shall not be cumulative voting in the election of Directors, and no member may cast more than his or her vote for any nominee. Once the Nominating Committee has given notice of the nominees for Board positions pursuant to Section 3.5, the Secretary shall cause to be mailed to all members ballots listing the nominees for election as Directors. The ballots shall have a return deadline of forty-five (45) days from the date of mailing. A quorum for this purpose shall consist of voting by fifty percent (50%) of the members. If insufficient ballots to achieve a quorum are received by the deadline, the officers shall solicit the return of additional ballots. At the deadline, or such later time as a quorum is achieved, the results shall be determined and as set forth in a certificate by the Secretary sent to the President and the nominees elected shall be notified.

Section 2.5 Vacancies; Removal. Except as otherwise provided by law, vacancies in the Board of Directors, whether caused by resignation, removal or otherwise, may be filled by a majority of the remaining Directors, even though less than a quorum, at any meeting of the Board. A Director thus elected to fill any vacancy shall hold office for the unexpired term of his predecessor and until his successor is duly elected and qualified. Any member or members of the Board of Directors may be removed, with or without cause, by (i) the vote of two-thirds of the Directors then in office at a meeting of the Board of Directors; or (ii) the vote of two-thirds of all members at any meeting at which a quorum is present.

Section 2.6 Quorum and Voting. At any meeting of the Board of Directors, the presence in person of a majority of the Directors' shall constitute a quorum for the transaction of business. If a quorum is present, the act of a majority of the Directors present at such meeting shall be the act of the Board of Directors of this corporation except as may be otherwise specifically provided by statute, the Articles of Incorporation or these Bylaws. The Directors present at a duly convened meeting may continue to do business until adjournment, notwithstanding the withdrawal of enough Directors to leave less than a quorum. Abstention from voting on a motion by a Director present at a meeting at which there is a quorum shall be counted as a vote against the motion.

Section 2.7 Approval of Public Positions; Loans. Any proposal (i) that the corporation take a public position on any issue of importance to the members, or (ii) that the corporation borrow money or become a maker on a promissory note or other evidence of indebtedness for borrowed money, shall be approved only if it receives the affirmative vote of at least two-thirds of the Directors then in office at a meeting of the Board.

Section 2.8 Annual Meeting. The first meeting of the Board of Directors following the annual election of Directors by members shall be known as the Annual Board Meeting. After notice is given by the Secretary pursuant to Section 2.4 of the results of the election of Directors by the members, the President shall call the Annual Board Meeting, and the Secretary shall give notice to all Directors of the place and hour thereof.



Section 2.9 Regular Meetings. Regular meetings of the Board of Directors shall be held at such place, day and hour as the Board from time to time may specify by resolution.

Section 2.10 Special Meetings. Special meetings of the Board of Directors may be held at any place at any time whenever called by the President or a majority of the Directors.

Section 2.11 Telephone Meetings. The Annual Board Meeting and any regular or special meetings of the Board of Directors may be held by means of conference telephone or other similar communications equipment by means of which all persons participating in the meeting can hear each other at the same time.

Section 2.12 Notice of Meetings. No notice of any regular meeting need be given, if the place, day and hour thereof shall have been fixed by resolution of the Board of Directors and a copy of such resolution mailed to every Director at least three (3) days before the first meeting held pursuant thereto. Notice of the place, day and hour of all other meetings of the Board of Directors shall be given by the Secretary, or by the person calling the meeting, by mail, personal delivery, telecopy, or by personal communication over the telephone or otherwise, at least 72 hours prior to the time the meeting is to be held.

Section 2.13 Waiver of Notice. Notice of any meeting of the Board of Directors may be waived in writing by any Director at any time, either before or after such meeting, and attendance at such meeting in person shall constitute a waiver of notice of the place, day and hour of such meeting, except where a Director attends for the express purpose of objecting to the transaction of any business because the meeting was not lawfully convened.

Section 2.14 Action by the Board Without a Meeting. The Board of Directors may take any action which it could properly take at a meeting without such a meeting if a consent in writing setting forth the action so taken shall be signed by all the Directors. Such consent shall have the same effect as a unanimous vote.

Section 2.15 Compensation. Directors shall receive no compensation for their services as Directors, except that Directors may be reimbursed for actual expenses incurred because of their position if such reimbursement is authorized by the Board of Directors.

ARTICLE 3

Committees

Section 3.1 Establishment and Authority of the Executive Committee. The corporation may have an Executive Committee as provided in this Article 3. The Executive Committee may be established by a majority of the Board of Directors. If established, the Executive Committee shall have and be entitled to exercise all of the authority of the Board of Directors, except that the Executive Committee shall not have the authority to: (i) determine that the corporation shall take a public position on any issue of importance to the members; (ii) approve any proposal that the corporation borrow money or become a maker on a promissory



note or other evidence of indebtedness for borrowed money; (iii) amend, alter or repeal these Bylaws; (iv) amend the Articles of Incorporation; (v) adopt a plan of merger or consolidation with another corporation; (vi) authorize the sale, lease, or exchange of all or substantially all of the property and assets of the corporation not in the ordinary course of business; (vii) authorize the voluntary dissolution of the corporation or revoke proceedings therefore; (viii) adopt a plan for the distribution of the assets of the corporation; or (ix) amend, alter or repeal any resolution of the Board which by its terms provides that it shall not be amended, altered or repealed by such committee. Records of minutes of meetings of the Executive Committee shall be maintained in the same manner as records of meetings of the entire Board of Directors.

Section 3.2 Composition of the Executive Committee. If established, the number of members of the Executive Committee shall be determined by the Board of Directors, but shall not consist of less than two (2) members. The initial members of the Executive Committee may be appointed at any meeting of the Board of Directors, and thereafter the membership of the Executive Committee shall be determined at each Annual Board Meeting.

Section 3.3 Other Committees of the Board. By resolution adopted by a majority of the Directors in office, the Board of Directors may establish other committees of the Board consisting of two (2) or more Directors, which committees shall have and exercise the authority of the Board of Directors, to the extent provided in such resolution and subject to any limitations imposed by law and subject to the limitations that are imposed by Section 3.1 on the Executive Committee.

Section 3.4 Procedures for Committees of the Board. The Executive Committee and any other committees of the Board established pursuant to Section 3.3 shall be governed by the procedures set forth in this Section 3.4, except as may otherwise be provided in any resolution of the Board of Directors relating to such committee. A majority of the number of members of such committee shall constitute a quorum, and the act of a majority of the members of a committee present at a meeting at which a quorum is present shall be the act of the committee. A meeting of any such committee may be called by any member thereof, and notice of the place, day and hour of such meeting shall be given by or under the direction of the person calling the meeting, by mail, personal delivery, telecopy, or personal communication over the telephone or otherwise, at least forty-eight (48) hours prior to the time the meeting is to be held. The provisions of Section 2.13 relating to waiver of notice shall be applicable to meetings of any such committee. By resolution adopted by a majority of the Directors in office, the Board may remove from any such committee any member thereof and may fill any vacancy on any such committee, whether such vacancy is caused by resignation, removal or otherwise.

Section 3.5 Nominating Committee. Before January 1st of each year, the Board of Directors shall designate a Nominating Committee, with such number of members as the Board deems appropriate. The Nominating Committee may but need not consist solely of Directors and shall not have or exercise any of the power of the Board. The Nominating Committee shall solicit and accept nominations from members, and any member may propose nominees to the Nominating Committee. The provisions of Section 3.4 relating to quorum, action by the committee, power to call a meeting, notice and waiver of notice shall govern the procedure of the



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Nominating Committee, except as may otherwise be provided in the resolution of the Board establishing such committee. Within thirty (30) days after its appointment, the Nominating Committee shall approve and give notice to the Secretary of its list of nominees for the positions on the Board of Directors and shall indicate which of such nominees are proposed to be officers of the corporation or chairman of functional committees. In considering and making such recommendations, the Nominating Committee shall take into account such factors as it deems relevant.

Section 3.6 Functional Committees. The Board may authorize the formation of committees charged with the responsibility of performing designated functions for the corporation. The Board shall appoint the chairman of each such committee. Such chairman shall be selected from the Directors of the corporation. The Board in appointing such chairman shall take into account any recommendations of the Nominating Committee. The functional committees shall not have or exercise any of the power of the Board of Directors. The members of any such committee shall be as determined by the chairman thereof. The procedure for meetings and the conduct of the business of such committees shall be informal, appropriate to the functions and goals of such committee and shall be determined by the chairman thereof. It is not required that the procedures of Section 3.4 apply to such committees. Each functional committee shall keep such minutes of its meetings as its chairman deems appropriate.

Section 3.7 Managers and Agents. The Board may engage managers, management companies, agents and other persons to perform such duties as the Board shall delegate, except for those duties and authorities which may not be given to an Executive Committee as stated in Section 3.1.

ARTICLE 4

Officers

Section 4.1 Officers Enumerated; Election; Powers. The officers of the corporation shall be a President, a Secretary and a Treasurer (collectively, the "Principal Officers"), and such other officers as the Board of Directors may designate, all of whom shall be elected by the Board of Directors at the Annual Board Meeting, to hold office until the next Annual Board Meeting, subject to provisions herein relating to vacancy and removal. The officers shall have the powers described in this Article 4 but shall at all times be subject to the authority and direction of the Board. Any two or more offices may be held by the same person, except the offices of President and Secretary.

Section 4.2 Qualifications; Succession. Each officer must be a natural person and an Owner of a Lot. The Principal Officers may, but need not, be Directors. The Board in electing officers shall take into account any recommendations of the Nominating Committee pursuant to Section 3.5.

Section 4.3 The President. The President shall be the chief executive officer of the corporation, and, subject to supervision by the Board of Directors, shall have all of the usual powers and authority held by the chief executive officer. The President shall preside at all



meetings of the Board of Directors and the members, shall be responsible for carrying out the plans and directives of the Board and shall report to and consult with the Board. The President shall have such other powers and duties as the Board may prescribe.

Section 4.4 The Secretary. The Secretary, personally or with the assistance of others, shall keep minutes of the meetings of the Board of Directors and the members and shall arrange for notice of such meetings; maintain other corporate records; attest all contracts and other obligations or instruments in the name of the corporation, when necessary or appropriate; keep the corporate seal, if any, and affix the same to proper documents; and perform such other duties as the Board of Directors may from time to time designate.

Section 4.5 The Treasurer. The Treasurer shall have the care and custody, and be responsible for, all funds and securities of the corporation, and shall cause to be kept regular books of account and shall provide periodic financial reports to the Board of Directors. The Treasurer shall cause to be deposited all funds and other valuable effects in the name of the corporation in such depositories as may be designated by the Board of Directors. In general, the Treasurer shall perform all of the duties incident to the office of the Treasurer, and such other duties as from time to time may be assigned by the Board of Directors.

Section 4.6 Vacancies; Removal. Vacancies in any office arising from any cause may be filled by the Board of Directors for the unexpired term of such office. The Board by resolution may remove any officer at any time with or without cause.

Section 4.7 Compensation. The salaries, if any, of the officers and agents of the corporation shall be fixed by the Board of Directors.

Section 4.8 Amending the Declaration. Any officer of this corporation shall have the right to prepare, execute, certify and record properly adopted amendments to the Declaration.

ARTICLE 5

Financial and Administrative Matters

Section 5.1 Corporate Records and Books of Account. The corporation shall keep, at its registered or principal office or at the office of the Secretary, current Articles of Incorporation and Bylaws; a record of members, including names, addresses and dates of membership; correct and adequate records of accounts and finances; a record of the names and addresses of officers and Directors; minutes of the proceedings of the members, the Board of Directors, and any minutes that may be maintained by committees of the Board; and any other necessary or advisable corporate records.

Section 5.2 Loans; No Loans to Directors or Officers. The corporation shall not borrow money or become a maker on any promissory notes or other evidences of indebtedness for borrowed money, unless authorized by the Board of Directors in accordance with Section 2.7. Any such resolution may be general or relate only to specific instances. The corporation shall not loan money or credit to its Directors or officers.



Section 5.3 Contracts and Instruments. The Board by resolution may authorize one or more officers or agents, acting alone or together, to execute contracts, checks, other payment orders, or other instruments or documents on behalf of the corporation. Any such resolution may be general or relate only to specific instances.

Section 5.4 Copies of Resolutions. Any person dealing with the corporation may rely upon a copy of any of the records of the proceedings, resolutions, or votes of the Board of Directors or members, when certified by the President or the Secretary.

Section 5.5 Fiscal Year. The fiscal year of the corporation shall be the calendar year.

Section 5.6 Corporate Seal. The corporate seal of the corporation, if any, shall be in such form as the Board of Directors may approve from time to time.

Section 5.7 Rules of Procedure. The Board of Directors may adopt rules of procedure to govern any meetings of members or Directors, to the extent not inconsistent with law, the Articles of Incorporation, or these Bylaws, as in effect from time to time. In the absence of any rules of procedure adopted by the Board of Directors, the chairman of any meeting shall make all decisions regarding the procedure for such meeting.

ARTICLE 6

Indemnification of Directors and Officers

Section 6.1 Grant of Indemnification. Subject to Section 6.2, each person who was or is made a party or is threatened to be made a party to or is involved (including, without limitation, as a witness) in any threatened, pending, or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (hereinafter a "proceeding"), by reason of the fact he or she is or was a Director or officer of the corporation or by reason of the fact that, while a Director or officer of the corporation, he or she is or was serving at the request of the corporation as a Director, officer, employee or agent of the corporation or another corporation or of a partnership, joint venture, trust, other enterprise, or employee benefit plan, whether the basis of such proceeding is alleged action in an official capacity as a Director or officer or in any other capacity while serving as a Director, officer, employee or agent, shall be indemnified and held harmless by the corporation to the fullest extent permitted by applicable law, as then in effect, without the requirement of any further approval or finding by the members, the Board of Directors, or independent legal counsel, against all expense, liability and loss including attorneys' fees, costs, judgments, fines, ERISA excise taxes or penalties and amounts to be paid in settlement) 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 or officer and shall inure to the benefit of his or her heirs, executors and administrators.

Section 6.2 Limitations on Indemnification. Notwithstanding Section 6.1, no indemnification shall be provided hereunder to any such person to the extent that such indemnification would be prohibited by the Washington Nonprofit Corporation Act or other applicable law as then in effect, nor, except as provided in Section 6.4, with respect to



proceedings seeking to enforce rights to indemnification, shall the corporation indemnify any such person seeking indemnification in connection with a proceeding (or part thereof) initiated by such person except where such proceeding (or part thereof) was authorized by the Board of Directors of the corporation.

Section 6.3 Advancement of Expenses. The right to indemnification conferred in this Article 6 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 Article or otherwise.

Section 6.4 Right to Enforce Indemnification. If a claim under Section 6.1 is not paid in full by the corporation within sixty (60) days after a written claim has been received by the corporation, or if a claim for expenses incurred in defending a proceeding in advance of its final disposition authorized under Section 6.3 is not paid within twenty (20) days after a written claim has been received by the corporation, 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 the expense of prosecuting such claim. The claimant shall be presumed to be entitled to indemnification hereunder 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 so entitled. It shall be a defense to any such action (other than an action with respect to expenses authorized under Section 6.3) that the claimant has not met the standards of conduct which make it permissible hereunder or under the Washington Nonprofit Corporation Act or other applicable law, for the corporation to indemnify the claimant for the amount claimed, but the burden of proving such defense shall be on the corporation. Neither the failure of the corporation (including its Board of Directors, independent legal counsel, or its members) to have made a determination prior to the commencement of such action that indemnification is proper in the circumstances because he or she has met the applicable standard of conduct set forth herein or in the Washington Nonprofit Corporation Act or other applicable law, nor an actual determination by the corporation (including its Board of Directors, independent legal counsel, or its members) that the claimant is not entitled to indemnification, shall be a defense to the action or create a presumption that the claimant is not so entitled.

Section 6.5 Nonexclusivity. The right to indemnification and the payment of expenses incurred in defending a proceeding in advance of its final disposition conferred in this Article 6 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 or the Bylaws, agreement, vote of members or disinterested Directors or otherwise.

Section 6.6 Indemnification of Employees and Agents. The corporation may, by action of its Board of Directors from time to time, provide indemnification and pay expenses in



Dated Bylaws Adopted: July, 1 2008.

DODD INVESTMENTS LLC

Its: Sole Member



By: Teddy Dodd, sole member



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