

DECLARATION FOR RECIPROCAL PRIVATE ROAD EASEMENT AND MAINTENANCE

WHEREAS; Patricia Lee Hansen, a single person, is the sole owner of Lots 1,2,3, and 4 of the Cassell Short Plat 1, recorded in Book 3 of Short Plats, page 36, under Auditor's File No. 94793, records of Skamania County, Washington, such plat being of real property in Skamania County, Washington located in a portion of the SE quarter of the NW quarter of Section 21, Township 3 North, Range 10 E, W.M.; and,

WHEREAS; Patricia Lee Hansen has previously constructed a private road for the benefit of all such parcels pursuant to Skamania County approach permit numbers 30940-0.22-L and 30930-0.30-R, such road being designated "Mountain Meadow Drive"; and,

WHEREAS; the public record pertaining to such lots, and the plat thereof, does not contain a formal record of said road nor a statement as to the maintenance responsibilities thereof;

NOW, THEREFORE,

1) PATRICIA LEE HANSEN does herewith GRANT and RESERVE a perpetual, private road easement for the purpose of access, ingress and egress to, over and across lots 1,2,3 and 4 of the said Cassell Short Plat 1. This easement shall run with the land and be appurtenant to the said parcels. Said easement is described as follows:

Commencing at M.P. 0.30 R of Wess Road (Skamania County Road No. 30930) thence easterly over lot 1 approximately 670 feet, thence north easterly to the intersection of the east line of Lot 1 with the SW corner of Lot 2 and the NW corner of Lot 3, thence southerly along the west line of lots 3 and 4, thence northeasterly across lots 4 and 3 to an intersection with Kramer Road (County Road No. 30940) at M.P. 0.22 L. Such description herein intending to delineate all of the existing "Mountain Meadow Drive", including shoulders, excavation and embankment slopes and drainage facilities associated therewith.

FILED RECORD
SKAMANIA WASH
BY MT. ADAMS TITLE

MAR 13 5 58 PM '90

P. Lowry
GARY M. OLSON

WILMA J. CORNWALL
TREASURER OF SKAMANIA COUNTY

Rec'd _____
Ind. _____
Indirect _____
Filed 3/16/90
Mailed _____

3-10-21 2-689, 603

MAR 35-19

2) The said Grantor does further Declare that access to, and useage of, the described private roadway shall be equal among all of the owners of Lots 1,2,3 and 4 of said Short Plat, and such owners shall share equally the costs of maintaining said roadway in accordance with these declarations and Skamania County Ordinance No. 1986-02.

The roadway shall be maintained in at least as good a condition as the same is now; and, shall at all times be kept in as useable a condition as is practical. At a minimum the roadway shall have all potholes, ruts and gullies filled annually so as to prevent any substantial restriction of travel thereon, and to at all times keep the roadway in a safe and serviceable condition. Rocking, gravelling and grading of the roadway; trenching, ditch or culvert maintenance or other necessary rebuilding shall be done when deemed necessary by a majority of the affected and benefitted landowners. Maintenance shall include snowplowing as necessary to provide access by the owners and emergency vehicles.

All costs for such road work or maintenance shall be shared equally by the landowners; that is, one share for each lot owned.

Assessment and collection of funds necessary to maintain said road shall be done by the parcel owners as needed and deemed appropriate by a majority thereof. The owner, or owners, of each lot shall be entitled to one vote in the determination of any needed work, the assessment of costs therefor, and the collection thereof. In the event of a deadlocked vote upon any issue, then any landowner actually resident upon a parcel shall have one additional vote. If a deadlock shall still exist, each side shall appoint one non-affected individual as their representative and those two individuals shall select one

non-affected individual to act as an arbitrator of the issue. The arbitrator shall decide the issue using such procedures as (s)he shall deem appropriate, and the decision shall be final and binding upon all the landowners.

In the even of non-voluntary payment or other violation of the terms hereof by any lot owner, any other lot owner may bring suit for compliance; and, in addition to any other award, the prevailing party shall be entitled to judgment for all costs and expenses incurred including an award for reasonable attorney fees.

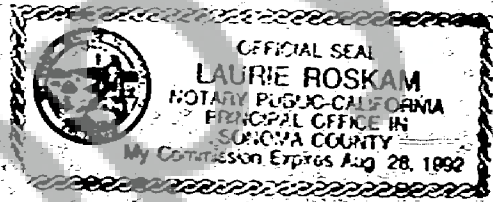
The terms of these Declarations shall be appurtenant to, and run with, the affected lots, and shall be binding upon any owner, heir, assignee or successor in interest to the affected lots.

In the event any term or condition of the Declarations contained herein shall be declared by a court of competent jurisdiction to be void, invalid or unenforceable, the remainder hereof shall be unaffected so long as the principal objective hereof can be accomplished.

DATED this 2nd day of March, 1990.

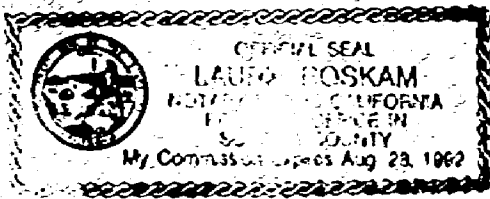
Patricia Lee Hansen
Patricia Lee Hansen

STATE OF California)
) ss.
COUNTY OF Sonoma)



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

Given under my hand and official seal this 2nd day of March, 1990.



Laurie Roskam
Notary Public in and for the State
of California, residing
at Santa Rosa