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FILED FOR RECORD
SKAMANIA CO. WASH
BY Planning Dept.

DEC 14 12 11 PM '90

P. Lowry

GARY H. OLSON

ROAD MAINTENANCE AGREEMENT AND DECLARATION

This Agreement and Declaration is made this 18th day of October, 1990 for the purpose of establishing a policy and procedure for maintenance of the private road known as "Rist Road" common to parcels of property in the Lewis Rist Short Plat, being lots 1 and 2 thereof, located in the NE 1/4 of the SW 1/4 of Section 14, Township 3 North, Range 9 East, W.M. in Skamania County, Washington; being a replat of Lot 4 of Rist Short Plat which is a replat of Lot 8 of Oregon Lumber Co. Subdivision, all according to the plats thereof, records of Skamania County.

A. TYPE AND FREQUENCY OF MAINTENANCE

1. "Rist Road" as designated upon said short plat is designated and declared to be a private road as defined in the Skamania County Code Chapter 12.03, and shall be maintained by the benefited landowners in as satisfactory and useable condition as is practical. Maintenance shall consist of, at a minimum, the annual filling of potholes, ruts and gullies or other defects which restrict travel upon said road; and, the rocking, graveling or grading of the road as the landowners by two-thirds majority of front footage, shall agree; and, provision for trenching or ditching along the sides of the road to provide for surface water runoff where deemed necessary and appropriate by the landowners. The roadway shall at all times be kept in good enough repair

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including snow removal, for reasonable access by fire, police, ambulance and school vehicles.

B. METHOD OF ASSESSING COSTS

Costs for the road maintenance and repair shall be assessed proportionately according to the front footage upon said road owned by each landowner. The amount of costs actually assessed per unit of roadway shall be determined by agreement of a two-thirds majority, by front footage, of the landowners; and, in the event of clear, extraordinary useage by any abutting owner, that owner may be assessed an appropriately higher percentage of the costs.

C. USE OF ROAD

All abutting landowners shall be entitled to reasonable private useage of the entire roadway.

D. COLLECTION OF COSTS

The landowners shall establish, at a licensed and regulated bank, an account designated Rist Road Maintenance Fund into which all deposits by the landowners shall be made, and from which all expenditures shall be made. Such account shall require the signature of at least two (2) separate landowners to make disbursements therefrom. Contributions shall be made as needed, and the landowners may designate one of their number as Treasurer for record-keeping and accountability.

No landowner shall contract for work, or perform the same in

the name of the other landowners without their prior consent. Reimbursement for any such non-authorized work shall be at the discretion of two-thirds, by frontage, of the remaining landowners.

E. NON-PAYMENT REMEDIES

Any landowner delinquent by more than thirty (30) days in payment of any assessment shall be assessed a late-payment penalty of One Dollar (\$1.00) per day of delinquency until fully paid, to be paid into the maintenance account.

Any of the other non-delinquent landowners may bring suit to enforce any provisions of this Agreement and Declaration; and, the prevailing party in such suit shall be entitled to recover all his reasonable costs and attorney fees from the non-prevailing party, in addition to any other relief obtained.

F. APPURTENANT TO THE LAND

This Agreement shall be binding upon the heirs, successors or assigns hereof, shall be appurtenant to and run with the land described herein; and, no land shall be transferred or sold in said short plat without reference on the face of the conveying instrument to this Agreement and Declaration.

G. SEVERABILITY AND VENUE

Venue for any suit or action hereunder shall be Skamania County, Washington; and, in the event that any provisions of this Agreement shall be held by a court of competent jurisdiction to

be void or unenforceable, the remainder shall be unaffected so long as the principal objective hereof can still be accomplished.

DATED this 18th day of October, 1990.

Lew E. Rust

Lewis J. Rist
Sole Owner

STATE OF WASHINGTON) ss.
COUNTY OF KLIKITAT)

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

GIVEN under my hand and official seal this 18th day of October, 1990.

Betty Lou Munsaker
Notary Public in and for the
State of Washington, residing
at White Salmon.

