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FILED FOR RECORD

BY James Stafford

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ROAD MAINTENANCE AGREEMENT FOR CARSON RIDGE ROAD. *V. Salvesen*

(Private)

GAR OLSON

1. All lots using Carson Ridge Road for the access to their dwelling (single family residences) will share equally in the maintenance of the private road. So long as a landowner does not have a dwelling on his land, he is not required to pay any portion of the costs of maintaining and repairing the road on the easement. The word "dwelling" shall include temporary residences. If more dwelling are placed on the land or if the land is further divided, the new dwelling are placed on the land or if the land is further divided, the new dwellings will pay their equal shares. THIS AGREEMENT SHALL RUN WITH THE LAND AND SHALL BE BINDING UPON AND INURE TO THE BENEFIT OF ALL PARTIES HERETO, THEIR SUCCESSORS AND ASSIGNS, AND ALL PERSONS CLAIMING UNDER THEM AND SHALL BE PART OF ALL TRANSFERS AND CONVEYANCES OF THE PROPERTY WITHIN SUCH PLATTED AREAS AS IF SET FORTH IN FULL IN SUCH TRANSFERS AND CONVEYANCES.

2. ACKNOWLEDGMENT OF RESPONSIBILITY FOR ROAD MAINTENANCE: The said lot owners are responsible for the maintenance of Carson Ridge Road (private) and the parties agree that Carson Ridge Road will be maintained in good, passable condition under all traffic conditions. The parties shall make an equitable pro-rata apportionment of expenses of maintenance, repair and/or restoration of the roadway.

3. None of the parties having a right to use the road easements shall have a right to reimbursement for expenses incurred for maintenance and/or repairs of the roads in excess of \$100.00 in any calendar year without having obtained the written approval for such expense from the other adult owners of property bound by this agreement.

4. If a road is substantially damaged by the activities of one landowner (including his employees or agents), that landowner shall be responsible for repairing the damage at his own expense.

5. In the event the parties are unable to agree as to any matter covered by this agreement, including specifically but not limited to the necessity for road repair work or road maintenance work, the dispute shall be settled by a single arbitrator who shall direct any settlement he deems equitable under the circumstances. The arbitrator shall be appointed by the Presiding Judge of the Skamania County Superior Court upon request of any party bound by this agreement. The decision of the arbitrator shall be final and binding and not subject to appeal. The decision may be enforced by any party bound by this agreement in any court of competent jurisdiction in Skamania County, Washington, and the losing party

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SAUNDRA WILLING MA
TREASURER OF SKAMANIA COUNTY

2-24-92
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shall pay all costs in connection therewith, including reasonable attorney's fees in an amount to be set by the court.

6. Road Maintenance will be performed on any section of the road when a majority of the voting members vote to do such improvements:

(A) Each lot owner as stipulated in Item 1 shall be entitled to one vote, EXCEPT: The voting rights of any of the Lot owners shall not commence until a residence dwelling is built or is under construction on their property or unless they pay their percentage of the maintenance. Said maintenance is optional until a dwelling is placed on the lot. If there is more than one (1) person who has an interest in such parcel and who is otherwise qualified to be a member, the member shall be selected in writing by a majority of the persons who have such an interest in the particular parcel.

(B) Voting rights of members who are delinquent in paying assessments shall be suspended until the delinquent assessments have been paid.

(C) Said Lot owners by a majority vote may elect a President and secretary who may collect such assessments as the Association has agreed upon and contract for the maintenance work to be done.

(D) The said lot owners can change or alter any section of the agreement when the majority of the lot owners vote to do so.

<u>James D. Stafford</u>	<u>2/23/92</u>	<u>203</u>
signed	date	tax lot
<u>Norman E. Esch</u>	<u>2/23/92</u>	<u>300</u>
signed	date	tax lot
<u>Eugene E. Esch</u>	<u>2/24/92</u>	<u>400</u>
signed	date	tax lot
_____	_____	_____
signed	date	tax lot