

ROAD MAINTENANCE AGREEMENT

1. Effective Date: 10th day of: April, 1992.
2. Parties: DORMAN F. DAVIS and DEBRA G. DAVIS,
husband and wife, of
MP 0.34L Schull Road
Washougal, WA 98671
(RE: Tax Parcel No. 1523)
Herein "DAVIS";

FILED FOR RECORD
SKAMANIA CO. WASH
BY Kendall Jones

APR 10 1 02 PM '92

P. Lowry
ASSISTANT
GARY H. OLSON

Registered ☒
Indexed, Dir ☒
Indirect ☒
Filmed 4/20/92
Mailed ☒

KENDALL F. JONES and ROXANN I.
JONES, husband and wife, of
MP 0.35L Schull Road
Washougal, WA 98671
(RE: Tax Parcel No. 1511)
Herein "JONES";

KEVIN R. GABRIEL and SUE ANN
GABRIEL, husband and wife, of
MP 0.55L Schull Road
Washougal, WA 98671
(RE: Tax Parcel No. 1504)
Herein "GABRIEL";

KEVIN R. GABRIEL and SUE ANN
GABRIEL, husband and wife, of
MP 0.55L Schull Road
Washougal, WA 98671
(RE: Tax Parcel No. 1529)
Herein "GABRIEL";

RICHARD LEE MOOSE, a single man, of
PO Box 240044
Anchorage, AK 99524-0044
(RE: Tax Parcel No. 1514)
Herein "MOOSE";

LARRY A. MOEHNKE and RADONNA D.
MOEHNKE, husband and wife, of
MP 0.14 Wright Road
Washougal, WA 98671
(RE: Tax Parcel No. 1519)
Herein "MOEHNKE";

LARRY A. MOEHNKE and RaDONNA D.
MOEHNKE, husband and wife, of
MP 0.14 Wright Road
Washougal, WA 98671
(RE: Tax Parcel No. 1526)
Herein "MOEHNKE";

hereafter collectively referred to as "Owners"

3. Recitals:

A. WHEREAS, the undersigned Parties are owners of real property located in Skamania County, Washington as follows:

MOEHNKE is the owner of real property legally described in Exhibit "A", commonly referred to as Lot 1519;

MOEHNKE is the owner of real property legally described in Exhibit "B", commonly referred to as Lot 1526;

DAVIS is the owner of real property legally described in Exhibit "C", commonly referred to as Lot 1523;

JONES is the owner of real property legally described in Exhibit "D", commonly referred to as Lot 1511;

GABRIEL is the owner of real property legally described in Exhibit "E", commonly referred to as Lot 1504;

GABRIEL is the owner of real property legally described in Exhibit "F", commonly referred to as Lot 1529;

MOOSE is the owner of real property legally described in Exhibit "G", commonly referred to as Lot 1514;

A map showing the respective parcel ownerships is attached hereto as Exhibit "H". The Owners acknowledge that the map attached hereto for illustrative purposes as Exhibit "H" shows the approximate location of the private roadway easement designed to serve the parcels legally described in Paragraph 3. All exhibits are incorporated herein fully by these references.

B. WHEREAS, the Owners desire to provide for the maintenance of the private roadway and utilities in and upon such easement for the mutual benefit of all owners.

C. WHEREAS, certain parties to this Agreement have previously entered into a Road Maintenance Agreement recorded under Skamania County Auditor's File Number 105472 at Book 110, Page 195, and subsequently rerecorded under Skamania County Auditor's File Number 105989 at Book 111, Page 242. The parties to this previous Road Maintenance Agreement, by execution of the

EASEMENT AND ROAD MAINTENANCE AGREEMENT - PAGE:2

instant Road Maintenance Agreement, hereby revoke and rescind the prior Road Maintenance Agreement referenced in this recital, and replace the prior Agreement with the instant Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, the Owners hereby agree as follows:

4. Run With The Land: This Road Maintenance Agreement shall run with and be appurtenant to the land and shall be binding upon and inure to the benefit of all parties hereto, their successors and assigns, legal representatives, heirs and all other persons claiming under them, and shall be a part of all transfers and conveyances of the above-referenced properties as if set forth in full in such transfers and conveyances.

5. Maintenance: The Owners are responsible for maintaining and repairing the roadway described in this Agreement. The parties agree that the roadway shall be maintained in good, passable condition under all traffic and weather conditions. The Owners shall apportion the expense of maintaining and repairing the roadway as set forth herein. PROVIDED, HOWEVER, in the event one of the Owners is constructing or improving a home or has reason to use equipment which would not ordinarily be used on the roadway, that Owner shall be responsible for the damages which may be caused as a result of his or her use of such equipment and the repairs necessary to return the roadway to its condition before such damage.

Any additional maintenance, repair, restoration or improvement beyond the standards set forth herein, such as installation of an asphaltic surface, must be approved by a two-thirds majority of a quorum. For the purposes of this subsection, "additional maintenance, repair, restoration or improvement" shall mean any activity which goes beyond maintaining the roadway in the condition existing at the time this Agreement is entered into, reasonable and normal wear and tear excepted.

6. Agreement for Formation of Association: The Owners agree to form an Association for the administration of maintenance and repairs to the easement and roadway according to the standards, terms and conditions set forth herein.

7. Organization of Association: The Association shall be organized as follows:

7.1 Members. All owners of lots and parcels benefitted by the easement who are vested in fee, all owners of a life estate in said affected property, and all owners of lots or parcels benefitted by the easement whose fee interest is subject to a life estate, shall be entitled to be a member, excepting

where such fee interest is subject to a real estate contract, in which event the contract vendee of such contract shall be the member:

7.2 Parcel. There shall be one (1) member for each tax parcel number referenced above benefitted by the easement. If there is more than one (1) person who has an interest in a tax 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 parcel. If no person is able to achieve a majority vote, there shall be no member as to that parcel until a person can be selected by a majority of the persons who are entitled to be a member and have such an interest in the particular parcel.

7.3 Organization Meeting. The first meeting of the Association shall be for the purpose of electing officers, adopting Bylaws, and considering such other business as may properly come before the organizational meeting of the membership.

7.4 Annual Meeting. The membership of the Association shall meet at least once each calendar year at a time and place and pursuant to notification set forth in Paragraph 9.1 of this Agreement.

7.5 Officers. The officers of the Association shall consist of a Chairperson, a Vice Chairperson, and a Secretary/Treasurer. All officers shall hold office for a term of one (1) year from the date of election, or until the respective successor of each officer is elected. The duties of the Chairperson shall be to preside at all meetings of the Association, and in general to serve as an executive officer of the Association. The Vice Chairperson shall also preside at meeting of the Association in the absence of the Chairperson. The Secretary shall keep the records and Minutes of the Association, and shall be responsible for providing notice of meetings to those entitled thereto. The Treasurer shall be responsible for the safekeeping of the funds of the Association. The Association shall, by adopting its Bylaws, delegate such other and further responsibilities to the officers as shall be deemed appropriate, and shall impose such other restrictions and qualifications upon the officers as the Association shall determine. The Bylaws may also provide for additional officers and committees to be created by the membership or approved by the governing body.

7.6 Elections. Subsequent to nominations from the membership, election of officers shall be by majority vote. Any owner or member may nominate themselves for any officer position.

7.7 Powers. The Association shall be vested with all of the powers enumerated herein and adopted in the Bylaws, and shall have the obligation to carry out the duties of the Association enumerated herein and set forth in the Bylaws.

7.8 Voting. Each member shall be entitled to one (1) vote. Since each tax parcel number referenced in the Recitals is entitled to a separate and distinct "member", Owners of more than one parcel shall be entitled to one (1) vote for each parcel owned. Written proxies may be filed with the Association authorizing designated persons to vote. All actions and decisions of the Association shall be approved by a majority of the required quorum. Each voting member must be in good standing with all fees paid. Any member who is not in good standing with all fees paid shall have voting privileges suspended until such time as they are reinstated by paying all outstanding fees and any interest, late charges or collection charges associated with such delinquencies.

7.9 Quorum. A meeting of the membership shall not be valid unless sixty percent (60%) of the total membership shall be present or represented at such meeting by proxy, which shall constitute a quorum.

8. Powers of Association: The Association shall have the following powers:

8.1 Assessment. To collect assessments from its members for the maintenance and repair of the roadway and all utilities in, under and upon the easement.

8.2 Contract. To contract with suitably qualified persons, corporations, partnerships, or other businesses for the undertaking of projects to maintain and repair said roadway and utilities at the standard set forth above.

8.3 Costs. To pay, from collected assessments, administrative costs and the costs of any project undertaken in conformity with the powers and duties contained herein.

8.4 Suit. To sue or be sued in its own name, as if it were a natural person, to enforce any contract

entered into in conformity with the powers and duties contained herein, or to enforce or collect any assessment which has been validly assessed against any member according to the terms of the Agreement, or to protect its members from any breach of any fiduciary duty.

8.5 Services. To retain legal, accounting or engineering advice pertaining to any project or suit undertaken pursuant to the terms of this Agreement, and to disburse the costs thereof from collected assessments.

8.6 Accounts. To maintain, in its own name, interest bearing or non-interest bearing accounts with suitable financial institutions for the safeguarding and disbursement of any assessments collected or money received.

8.7 Action. To take any reasonable action which is necessary to carry out the terms of this Agreement, including filing liens against Owners for nonpayment of any assessments.

8.8 Borrow. To borrow money against the assessments, upon such terms and conditions as the officers of the Association shall determine.

8.9 Incorporation. To incorporate the Association as a Washington Nonprofit Corporation upon the affirmative vote of 75% of the members of the Association.

8.10 Contingency or Reserve Funds. To create or establish contingency or reserve funds for purposes of long-term capital improvements or other purposes as determined by the governing body.

9. Duties of Association: The Association shall have the following duties:

9.1 Meetings. To conduct a meeting of its members at least once each calendar year at a suitable time and place upon the giving of at least ten (10) days' notice to all Members. All notices required to be provided under this Agreement may be hand delivered or mailed. If mailed, they shall be sent by first class mail to the addresses first listed above or to such other respective address as any party hereto may from time to time designate in writing and deliver to the Secretary of the Association. Notices sent by mail shall be considered given when properly mailed.

Delivered notices shall be considered given upon delivery.

9.2 Lists. To keep and maintain an accurate and up-to-date list of names and addresses of its members.

9.3 Levy - Collect Assessments. To levy and collect assessments from each member in conformity with the following provisions:

(A) Operation and Administration. The total costs of operation and administration of the Association shall be equally allocated among the members subject to this Agreement. If a member owns more than one (1) tax parcel covered by this Agreement, said member shall be assessed an allocation for each tax parcel owned. Operation and administration costs include, but are not limited to, costs for postage, clerical support, office supplies and materials, fees of attorneys and accountants, telephone, recording fees, and other incidental, necessary and reasonable expenses incurred in the normal operation and administration of the Association.

(B) General Assessments. The total costs of maintenance and repair of the easement and utilities shall be allocated among the owners pursuant to Paragraph 10. Notwithstanding anything otherwise contained in this agreement, the annual limit upon General Assessments shall not exceed one hundred dollars (\$100) per lot for the section from Taylor Road (point "Z" on Exhibit "H") to Wright Road (point "Y" on Exhibit "H"). The annual limit on General Assessments shall not exceed an additional fifty dollars (\$50) per lot for the section from Wright Road (point "Y") to the end of Schull Road (point "T" on Exhibit "H"). This annual limitation can be amended or changed at any time by a vote of three quarters (75%) of the members.

(C) Special Assessments. The Association shall have the authority to make special assessments in addition to the general assessments, for items including but not limited to extraordinary snowfall, landslide, earthquake or other natural disaster or emergency. The total costs of

the special assessment shall be allocated among the owners pursuant to paragraph 10. Special assessments for snow removal shall be allocated to improved lots only. "Improved lot" is defined as a lot with a value assigned to improvements by the Skamania County Assessor.

(D) Lien Authority. Each and every assessment made pursuant to the terms of this Agreement shall be a lien in favor of the Association and against the property of the member (owner or contract vendee) from the date upon which notice of such assessment is filed with the Auditor of Skamania County, Washington. Said assessment shall bear interest at the rate of twelve percent (12%) per annum. The Association shall have the power to foreclose said liens against individual parcels to enforce payment of the assessments made pursuant hereto. The Court shall award reasonable attorney's fees and costs to the prevailing party in any action brought to enforce or collect such assessment. Each party subject to this Agreement hereby expressly consents to the assessment, collection and lien authority of the Association set forth herein.

(E) Late Charge. Each and every assessment made pursuant to the terms of this Agreement shall be due thirty (30) days after notification. Any assessment not so paid shall bear a late charge of four percent (4%) of such assessment amount, and thereafter the assessment shall bear interest at the rate of twelve percent (12%) per annum until paid in full.

9.4 Costs. To pay promptly from collected assessments all debts and costs incurred in the undertaking of any project in conformity with the powers and duties contained herein.

9.5 Advice. To insure that legal and engineering advice has been obtained pertaining to any project or suit undertaken pursuant to the terms of this Agreement, and to promptly disburse the costs thereof from collected accounts.

9.6 Accounts. To establish and maintain, in its own name, suitable accounts, with suitable financial

institutions for the prudent safekeeping, preservation and disbursement of any assessments collected or monies received.

9.7 Books and Records. To maintain books, records and minutes of the Association's activities, meetings, policies, decisions and organizational documents. Such books, records and minutes are available for inspection by any member of the Association upon reasonable advance notice.

9.8 Tax Compliance. To submit all required tax elections and forms that are required by Federal or State law. In this regard, the Association shall make appropriate elections under Section 528, as amended, or other applicable Internal Revenue Code section.

9.9 Budget. To prepare and adopt no less than annually a budget for the Association.

10. Formula For Assessment of Easement Maintenance/Repair Costs.

Each lot owner shall pay an equal share of the general and special assessments attributed to Schull Road from its beginning at Taylor Road (point "Z" on Exhibit "H") to its junction with Wright Road (point "Y" on Exhibit "H"). In addition, each lot owner served by Schull Road from its junction with Wright Road (point "Y") to the farthest boundary of their respective parcel that the roadway touches and concerns shall pay an equal share of general and special assessments attributed to that section as follows:

Section: shall be equally shared by Lots:

"Y" to "X"	1523, 1511, 1504, 1514, 1529
"X" to "W"	1511, 1504, 1514, 1529
"W" to "V"	1504, 1514, 1529
"V" to "T"	1514, 1529

Subsequent to the initial recording with the Skamania County Auditor of this Agreement, if additional lots and owners along the roadway serviced and benefitted by this Agreement determine to become members of the Road Association and to be bound by the burdens and benefits of this Road Maintenance Agreement, as a condition precedent to joining the Road Association and obtaining the benefits of this Agreement, such new members and owners must pay an amount equal to what the subject lot or lots would have paid had they become an original party to this Agreement at its inception, including late charges and interest at twelve percent (12%) per annum on all payments that would have been made under the terms of this Agreement. This condition precedent must be satisfied, and all such amounts must be paid in full prior to the

execution of an Addendum modifying this Road Maintenance Agreement to include such additional members and owners. Notwithstanding anything else to the contrary in the Agreement, the governing body of the association shall have the authority to include additional members and owners adjacent to the roadway serviced and benefitted by the Road Maintenance Agreement upon satisfaction of the condition precedent described in this paragraph. This authority includes the right to unilaterally amend this Agreement adding such additional parties so long as such action is verified and ratified by resolution of the governing body and legally sufficient amendment documentation recorded with the Skamania County Auditor.

11. Amendment/Revocation. This Agreement may be amended or revoked by a vote of 75% of the members. Said amendment or revocation shall be effective upon the recordation, with the Auditor of Skamania County, Washington, of an instrument signed by all members.

12. Miscellaneous Provisions:

12.1 Entire Agreement. This Agreement constitutes the entire agreement between parties hereto with regard to the subject matter. The parties shall not be bound by any promises, representations or agreements except as are herein set forth or as otherwise set forth in writing.

12.2 Costs and Attorney's Fees. In the event suit or action is instituted to enforce any of the terms of this Agreement, the prevailing party shall be entitled to recover from the other party such sum as the court may adjudge reasonable as attorney's fees at arbitration or trial or on appeal of such suit or action, in addition to all costs incurred by the prevailing party and all other sums provided by law.

12.3 Applicable Law and Venue. This Agreement shall be governed by Washington law. All actions shall be brought in Skamania County, Washington.

12.4 Captions and Headings. The captions or headings of the paragraphs hereof are for convenience only and shall not control or affect the meaning or construction of any of the terms or provisions of this Agreement.

12.5 Severability. Should any provision in this Agreement be construed to be invalid or unenforceable, the remaining provisions or parts thereof shall, in any event, be given full force and effect.

12.6 Waiver. Failure of the Association or any party at any time to require performance of the provisions of this Agreement shall not limit the Association or party's right to enforce the provision, nor shall any waiver of any breach of any provision constitute a waiver of any succeeding breach of that provision or a waiver of that provision itself.

IN WITNESS WHEREOF, the parties have executed this Agreement to be effective on the date hereinbefore set forth.

DATE: 3-2-92

Larry A. Moehnke
LARRY A. MOEHNKE

DATE: 3-2-92

Radonna D. Moehnke
RADONNA D. MOEHNKE

DATE: _____

DORMAN F. DAVIS

DATE: _____

DEBRA G. DAVIS

DATE: 15 Feb 92

Kendall F. Jones
KENDALL F. JONES

DATE: 2-15-92

Roxann I. Jones
ROXANN I. JONES

DATE: 2-28-92

Kevin R. Gabriel
KEVIN R. GABRIEL

DATE: 2-28-92

Sue Ann Gabriel
SUE ANN GABRIEL

DATE: 2-11-92

Richard Lee Moose
RICHARD LEE MOOSE

BOOK 128 PAGE 116

DATE: _____

LARRY A. MOEHNKE

DATE: _____

Radonna D. MOEHNKE

DATE: 1-28-92

Dorman F. Davis
DORMAN F. DAVIS

DATE: 1-28-92

Debra G. Davis
DEBRA G. DAVIS

DATE: _____

KENDALL F. JONES

DATE: _____

ROXANN I. JONES

DATE: _____

KEVIN R. GABRIEL

DATE: _____

SUSIE A. GABRIEL

DATE: _____

RICHARD LEE MOOSE

EXHIBIT "A"

A parcel of land situated in the Northeast Quarter of the Southwest Quarter of Section 30, Township 2 North, Range 5 East of the Willamette Meridian, in the County of Skamania and State of Washington described as follows:

Lot 2 of the Stanley Wright Short Plat as recorded in Book 2 of Short Plats on Page 155, Skamania County Records.

EXHIBIT "B"

A parcel of land situated in the Northeast Quarter of the Southwest Quarter of Section 30, Township 2 North, Range 5 East of the Willamette Meridian, in the County of Skamania and State of Washington described as follows:

Lot 3 of the Stanley Wright Short Plat as recorded in Book 2 of Short Plats on Page 155, Skamania County Records.

EXHIBIT "C"

A parcel of land situated in the East Half of the Southwest Quarter of Section 30, Township 2 North, Range 5 East of the Willamette Meridian, in the County of Skamania and State of Washington described as follows:

Lot 1 of the Taylor Short Plat as recorded in Book 3 of Short Plats on Page 79, Skamania County Records.

EXHIBIT "D"

A parcel of land situated in the East Half of the Southwest Quarter of Section 30, Township 2 North, Range 5 East of the Willamette Meridian, in the County of Skamania and State of Washington described as follows:

Lot 2 of the Taylor Short Plat as recorded in Book 3 of Short Plats on Page 79, Skamania County Records.

EXHIBIT "E"

A parcel of land situated in the East Half of the Southwest Quarter of Section 30, Township 2 North, Range 5 East of the Willamette Meridian, in the County of Skamania and State of Washington described as follows:

Lot 3 of the Taylor Short Plat as recorded in Book 3 of Short Plats on Page 79, Skamania County Records.

EXHIBIT "F"

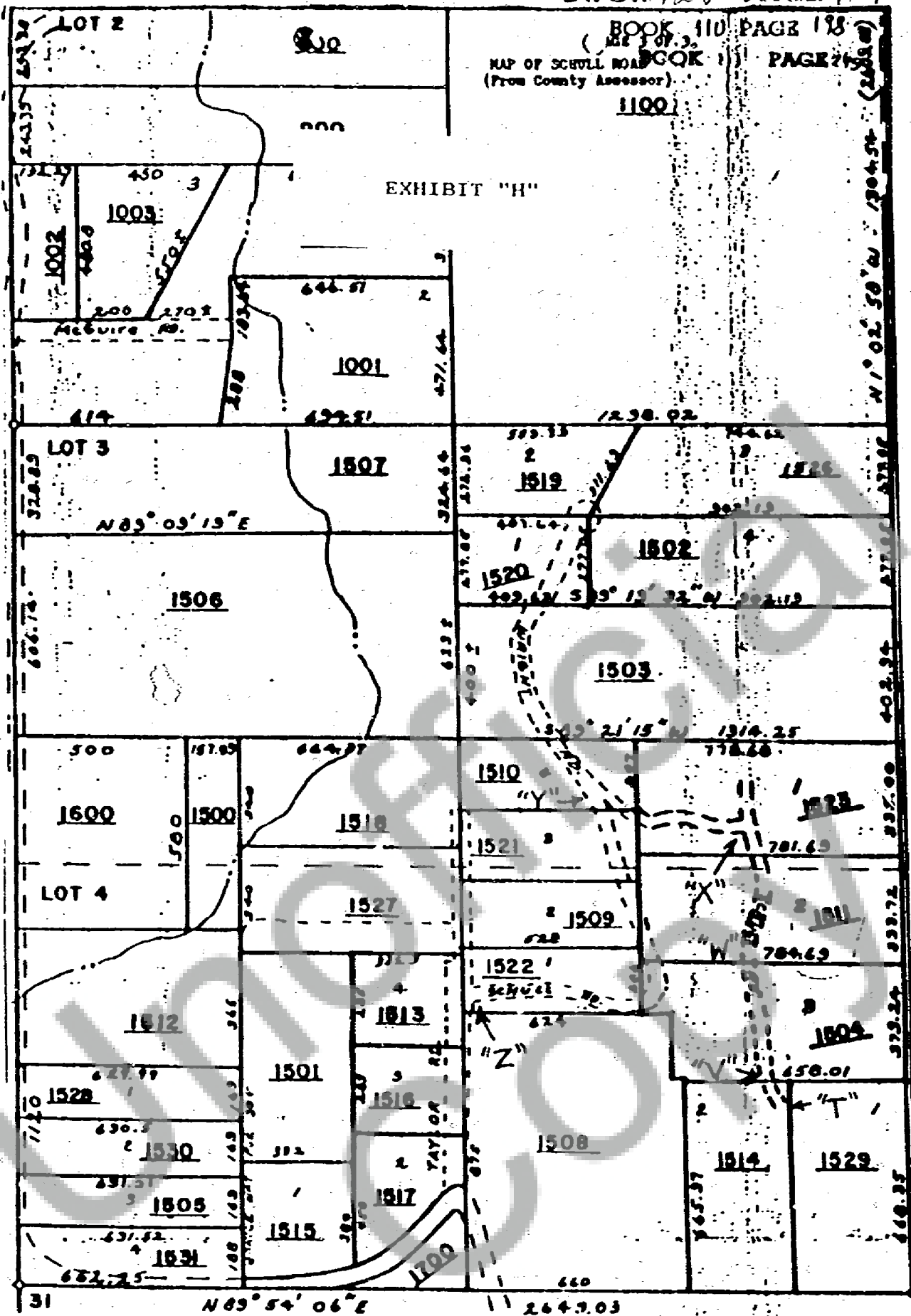
A tract of land located in a portion of the Southwest Quarter of Section 30, Township 2 North, Range 5 East of the Willamette Meridian, in the County of Skamania and State of Washington described as follows:

Lot 1 of Clifford B. Taylor Short Plat, recorded in Book 2 of Short Plats, at Page 175, under Auditor's File No. 90881 on June 16, 1980, Skamania County Records.

EXHIBIT "G"

A tract of land located in a portion of the Southwest Quarter of Section 30, Township 2 North, Range 5 East of the Willamette Meridian, in the County of Skamania and State of Washington described as follows:

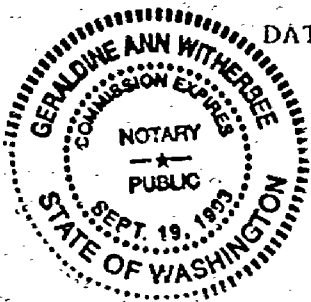
Lot 2 of Clifford B. Taylor Short Plat, recorded in Book 2 of Short Plats, at Page 175, under Auditor's File No. 90881 on June 16, 1980, Skamania County Records.



STATE OF WASHINGTON)
County of Clark)

I certify that I know or have satisfactory evidence that DORMAN F. DAVIS is the person who appeared before me, and said person acknowledged that he signed this instrument and acknowledged it to be his free and voluntary act for the uses and purposes mentioned in the instrument.

DATED this 28th day of January, 1992.

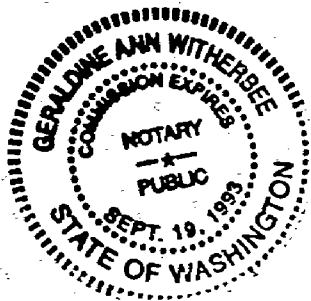


Geraldine Ann Witherbee
NOTARY PUBLIC for Washington State
My Appointment Expires: 9/19/93

STATE OF WASHINGTON)
County of Clark)

I certify that I know or have satisfactory evidence that DEBRA G. DAVIS is the person who appeared before me, and said person acknowledged that she signed this instrument and acknowledged it to be her free and voluntary act for the uses and purposes mentioned in the instrument.

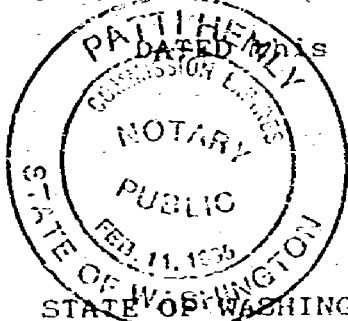
DATED this 28th day of January, 1992.



Geraldine Ann Witherbee
NOTARY PUBLIC for Washington State
My Appointment Expires: 9/19/93

STATE OF WASHINGTON)
County of Clark)

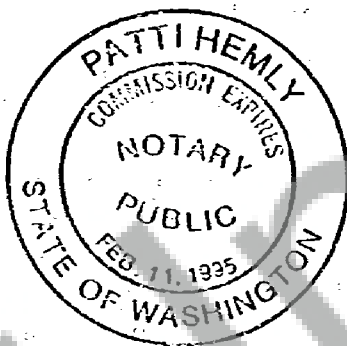
I certify that I know or have satisfactory evidence that KENDALL F. JONES is the person who appeared before me, and said person acknowledged that he signed this instrument and acknowledged it to be his free and voluntary act for the uses and purposes mentioned in the instrument.



STATE OF WASHINGTON)
County of Clark)

I certify that I know or have satisfactory evidence that ROXANN I. JONES is the person who appeared before me, and said person acknowledged that she signed this instrument and acknowledged it to be her free and voluntary act for the uses and purposes mentioned in the instrument.

DATED this 15 day of February, 1992.



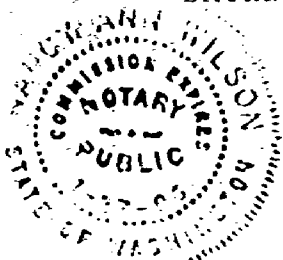
Patti Hemly
NOTARY PUBLIC for Washington State
My Appointment Expires: February 11, 1995

Patti Hemly
NOTARY PUBLIC for Washington State
My Appointment Expires: February 11, 1995

STATE OF WASHINGTON)
County of Clark)

I certify that I know or have satisfactory evidence that KEVIN R. GABRIEL is the person who appeared before me, and said person acknowledged that he signed this instrument and acknowledged it to be his free and voluntary act for the uses and purposes mentioned in the instrument.

DATED this 28th day of Feb., 1992.



Nancy Ann Wilson
NOTARY PUBLIC for Washington State
My Appointment Expires: 1-27-96

STATE OF WASHINGTON)
County of Clark)

I certify that I know or have satisfactory evidence that SUE A. GABRIEL is the person who appeared before me, and said person acknowledged that she signed this instrument and acknowledged it to be her free and voluntary act for the uses and purposes mentioned in the instrument.

DATED this 28th day of Feb., 1992.

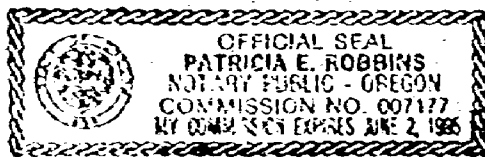


Nancy Ann Wilson
NOTARY PUBLIC for Washington State
My Appointment Expires: 1-27-96

STATE OF WASHINGTON)
County of Clark)

I certify that I know or have satisfactory evidence that LARRY A. MOEHNKE is the person who appeared before me, and said person acknowledged that he signed this instrument and acknowledged it to be his free and voluntary act for the uses and purposes mentioned in the instrument.

DATED this 2nd day of March, 1992.



Patricia E. Robbins
NOTARY PUBLIC for Washington State
My Appointment Expires: 6-2-95

STATE OF WASHINGTON)
County of Clark)

I certify that I know or have satisfactory evidence that RADONNA D. MOEHNKE is the person who appeared before me, and said person acknowledged that she signed this instrument and acknowledged it to be her free and voluntary act for the uses and purposes mentioned in the instrument.

DATED this _____ day of _____, 1992.

NOTARY PUBLIC for Washington State
My Appointment Expires: _____

STATE OF ALASKA)
Anchorage Borough)

I certify that I know or have satisfactory evidence that RICHARD LEE MOOSE is the person who appeared before me, and said person acknowledged that he signed this instrument and acknowledged it to be his free and voluntary act for the uses and purposes mentioned in the instrument.

DATED this 11th day of February, 1995

Sabelle Marie Puck
NOTARY PUBLIC for the State of
Alaska
My Appointment Expires: June 18, 1995