

1. The declarations and covenants contained herein shall be binding on all parties and all persons claiming under them until March 1, 1990, after which time said covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by seventy percent (70%) of the then owners burdened with the costs of maintaining and repairing said roadway, modifying or terminating said covenants in whole or in part, has been recorded prior to the date of expiration as aforesaid or any extension of the same, provided however, that such modifications may be made at any time by recording of a suitable instrument reflecting such changes signed by at least eighty percent (80%) of the then such owners.

2. It is acknowledged that there are additional properties lying East and Northeast of the above described parcel which are served by all or a portion of the above described easements and the owners of which properties have entered into Easement and/or Maintenance Agreements providing, in part, for the maintenance of a roadway constructed on the above described easements. After completion of the initial construction of the roadway on the above described easement, the cost of maintaining and repairing said roadway shall be shared equally among the owners of each divided parcel of the above described property with the owners of the properties lying Easterly and Northeasterly of such property.

3. Any damage or injury to said road occurring during the course of construction, moving, or other similar activity that exceeds normal wear shall be the responsibility of the property owner causing the same and shall be promptly repaired by such owner, at his expense.

4. No party having the right to the use of such road shall be entitled to reimbursement for expenditures incurred for maintenance and/or repairs of the road which exceed \$100.00 without having obtained the prior written approval for such expenditure from a majority of the other owners of parcels charged with the cost of maintaining and repairing such road.

5. In the event Skamania County or any other governmental body elects and/or agrees to accept the above described easement for a public way, all of the then owners of the aforesaid real property shall join in the dedication and/or conveyance to such County or governmental body.

6. In the event the parties having the right to use of the roadway are unable to agree as to any matter covered by this agreement, including but not limited to, the necessity for repair or maintenance work, the matter shall be submitted to a single arbitrator who shall decide the matter. The arbitrator shall be appointed by the presiding Judge of the Superior Court of the State of Washington for Skamania County upon the petition and request of any party having the right to said road. The decision of the arbitrator shall be final and binding on all parties and shall not be subject to appeal.

IN WITNESS WHEREOF, the parties have executed this agreement this 13 day of March, 1980.

Jack L. Bell  
Jack L. Bell

Patricia J. Bell  
Patricia J. Bell