

AFTER RECORDING RETURN TO  
JOSEPH L. UDALL  
Attorney at Law  
P. O. Box 417  
White Salmon, WA 98672

Registered ☒  
Indexed, Uir ☒  
Indirect ☒  
Filmed ☒  
Mailed ☒

PAID FOR RECORD

SKAMANIA COUNTY  
Mt. Adams Lumber Co.

Aug 18 2 26 PM '86

E. M. Olson  
AUDITOR  
GARY H. OLSON

## MEMORANDUM OF CONTRACT OF SALE

DATED: August 14, 1986

BETWEEN: DARYL L. YEAGER and  
JEANINE YEAGER,  
husband and wife,  
P. O. BOX 964  
White Salmon, Washington 98672  
Sellers,

AND: CLIFFORD D. SHIPPENTOWER and  
ALICE E. SHIPPENTOWER,  
husband and wife,  
Rose's Mobile Home Park  
Carson, WA 98610  
Purchasers,



10914  
REAL ESTATE EXCISE TAX  
AUG 18 1986  
PAID 160.50  
John R. Wynne, Rep.  
SKAMANIA COUNTY TREASURER

By instrument in writing dated August 14, 1986, Sellers have contracted to sell to Purchasers and Purchasers have contracted to purchase from Sellers, the real property located in Skamania County, Washington, more particularly described as follows:

Lots 4, 5 and 6, YEAGER HAVEN, according to the Plat thereof, recorded in Book A, page 134, Skamania County Plat Records,

SUBJECT TO easement as recorded under Auditor's File No. 74178 and ALSO SUBJECT TO provisions for Water as shown on the Plat of Yeager Haven in Book A, Page 134 and as amended by Grant of Water Rights as recorded under Auditor's File No. 83694.

The true and actual consideration to be paid for this conveyance is \$15,000.00, payable in monthly installments.

This Memorandum is executed to evidence and confirm the Real Estate Contract referred to above, to which reference is made for its terms and conditions.

Daryl L. Yeager  
DARYL LEE YEAGER

Clifford D. Shippentower  
CLIFFORD D. SHIPPENTOWER

Jeanine Yeager  
JEANINE YEAGER  
Sellers

Alice E. Shippentower  
ALICE E. SHIPPENTOWER  
Purchasers

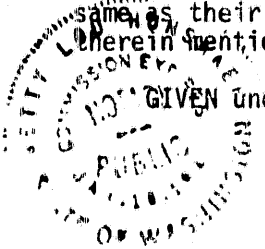
STATE OF WASHINGTON )

County of Klickitat )

SS

On this day personally appeared before me DARYL LEE YEAGER and JEANINE YEAGER, who is known to me to be the individuals described in and who executed the foregoing instrument and acknowledged to me that they signed the same as their free and voluntary act and deed for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 14th day of August, 1986.



Betty Lou Hunsicker  
Notary Public for Washington  
residing at White Salmon, therein.

Transaction in compliance with County sub-division ordinances,  
Skamania County Assessor - By: 3-25-86-106

101671

BOOK 702 PAGE 272

Covenants and Restrictions for  
Spring Lane Estates

1. No more clearing than necessary will be done for a normal single-family residence, including outbuildings and a garden.
2. No cars in inoperable condition or part thereof will be stored on the lots for over six months.
3. Each lot owner using Spring Lane for access to their dwelling will pay their share of the road maintenance on said Spring Lane as stipulated in Exhibit A attached.
4. New covenants may be added or covenants 2 or 3 may be changed or altered by majority of 5 of the 6 lot owners. (Covenant #1 cannot be changed.)

FILED FOR RECORD  
SAMAMISH CO. WASH  
BY *Deborah A. [unclear]*  
Aug 18 4 19 PM '66  
*E. M. [unclear]*  
AUDITOR  
CARYN. OLSON

Registered	<i>[initials]</i>
Indexed, Dir	<i>[initials]</i>
Indirect	<i>[initials]</i>
Filed	
Mailed	

EXHIBIT A

Page 1 of 3

Road Maintenance Agreement for Spring Lane Estates

1. All Lots using Spring Lane for the access to their dwelling (Single-family residences) will share equally in the maintenance of Spring Lane. So long as a landowner does not have a dwelling on his land, he is not required to pay any portion of the cost of maintaining and repairing the road on the easement. The word dwelling shall include temporary residences. If more dwellings 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 Spring Lane. The parties agree that Spring Lane will be maintained in good, passable condition under all traffic and weather 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.

EXHIBIT A

Page 2 of 3

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 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 improvement.

- 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 under construction on their property or unless they pay their percentage of the maintenance and 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 member, the member shall be selected in writing by a majority of the persons who have such an interest in such parcel. If no person is able to achieve a majority vote, there shall be no voting member as to such 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.
- 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

EXHIBIT A

Page 3 of 3

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.

Unofficial  
Copy