

ROAD MAINTENANCE AGREEMENT FOR EAST VIEW ROAD (PRIVATE)

1. All lots using East View 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 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 East View Road (private) and the parties agree that East View Road 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.

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.

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FILED FOR RECORD
SKAMANIA CO. WASH.
BY *Robert Talbot*

Apr 4 2 01 PM '88

G. M. Olson
AUDITOR
GARY M. OLSON

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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 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 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 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 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.

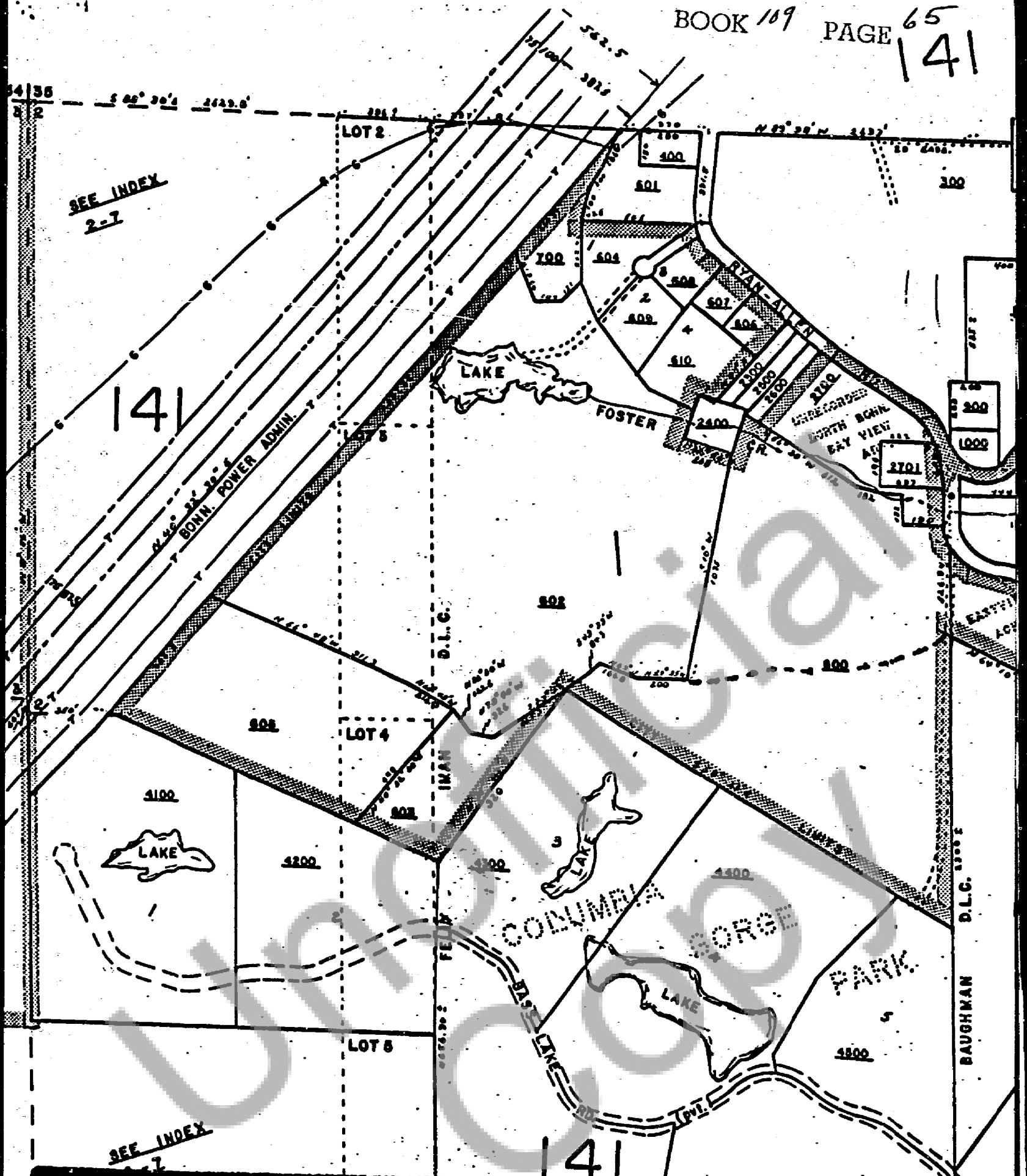
Catherine M. Talbot 1-29-88 602
signed date tax lot

Gloria T. DeGrate 4300
signed date tax lot

Lory Lew 3-3-88 600
signed date tax lot

Van W. Howell April 4-1988 603
signed date tax lot

Robert M. Talbot 17 July 87 141A
signed date tax lot



ASSESSOR'S MAP 2-7-2

PARCEL NO.	OWNER
600	Lewis and Hanson and Company, Inc
602	Patricia Talent
603	Ivan Howell
605	Karla J. Talent
4300	George DeGroote

REVISED

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