

112990

BOOK 127 PAGE 444

FILED FOR RECORD  
SPARKS COUNTY, WASH.  
BY Planning Dept.

FEB 24 12 45 PM '92

ROAD MAINTENANCE AGREEMENT

GARY NELSON

Effective Date:

January 31, 1992

Parties:

Maple View Acres, a Joint Venture

RECITALS:

A. The undersigned are the owners of a plat named Maple View Acres, legally described on Exhibit "A" attached hereto and by this reference made a part hereof.

B. The real property owned by said parties is subject to the plat of Maple View Acres and is subject to Declarations of Conditions, Reservations, and Restrictions for Maple View Acres, the terms of which are incorporated by reference herein as though fully set forth.

C. The parties wish to provide for the maintenance of a private roadway that is set forth under the Maple View Acres plat, records of Skamania County, Washington, a true copy of which is attached hereto as Exhibit "B".

NOW, THEREFORE, IT IS AGREED:

1. Acknowledgement of Responsibility for Road Maintenance.

Maple View Acres and its successors and assigns are responsible for the maintenance of the private roadway as set forth on the plat of Maple View Acres. Said roadway shall be maintained and repaired by filling of chuckholes with gravel.

2. Agreement for Formation of Association. In consideration of the recitals above states, the parties agree to, and hereby do, form a committee or association for

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the administration of maintenance and improvements of said roadway, according to the terms and conditions herein. The parties further agree that this Agreement shall be binding on each and all of the parties hereto and their respective heirs, successors, assigns, devisees, or real estate contract vendees of the properties to which aid easement is appurtenant.

3. **Name of Association.** The name of the Association formed hereby shall be the Maple View Acres Roadway Association.

4. **Organization of Association.** The Association shall be organized as follows:

(a) All owners of the affected real property described on Exhibit "A" and Exhibit "B" who are vested in fee, and all owners of a life estate in said affected property, and all owners of the affected property whose fee interest is subject to a life estate, shall be members, 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.

(b) There shall be one (1) member for each lot of real property described in Exhibit "A" and Exhibit "B". 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 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.

(c) Maple View Acres shall cause this Agreement to be recorded with the Auditor of Skamania County, Washington, and shall further be responsible for calling within eighteen (18) months of said recording, a first meeting of the members of the Association. Maple View Acres shall give due notice thereof to all of the members by first class mail or by telephone, and convene said meeting, at which time its duties under this subparagraph shall be discharged.

(d) A representative of Maple View Acres shall preside at the first organizational meeting of the membership, until the first permanent Chairperson of the Association has been duly elected and qualified. The first meeting of the Association

shall be for the purpose of electing officers, adopting By-Laws, and considering such other business as may properly come before the organizational meeting of the membership.

(e) The Association shall be vested with all of the powers enumerated in Paragraph 5 herein, and shall have the obligation to carry out the duties of the Association enumerated in Paragraph 6.

5. **Powers of Association.** The Association shall have the following powers:

(a) To collect assessments from its members for the maintenance of the roadway.

(b) To contract with suitably qualified persons, corporations, partnerships, or other businesses for the undertaking of projects to maintain or repair said roadway.

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

(d) To sue or be sued in its own name, as if it were a natural person, to enforce any contract entered 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 this Agreement, or to protect its members from any breach of any fiduciary duty.

(e) 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.

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

(g) To take any reasonable action which is necessary to carry out the terms of this Agreement.

6. **Duties of Association.** The Association shall have the following duties:

(a) To conduct a meeting of its members at least one each calendar year at a suitable time and place upon the giving of at least seven (7) days' notice by first class mail to all members; provided that the annual meeting referred to wherein shall be held within ten (10) days of the first day of January in each calendar year after the construction of the roadway upon the easement subject to this Agreement. Notice shall be considered given as of the date of mailing thereof to the last known address of each member.

(b) To keep and maintain an accurate and up-to-date list of names and addresses of its members.

(c) To levy and collect assessments from each member in conformity with the following provisions:

(1) The assessments shall be for the actual costs of maintenance and repair to the roadway which have either been expended or are projected to be expended within a reasonable time thereafter. Reasonable reserves may be established by the Association in anticipation of emergency repairs and/or maintenance. The costs of maintenance and repairs as so determined shall be allocated among the property subject to this road maintenance agreement and appurtenant to said roadway, in accordance with the following formula: except for damage caused by the lot owner, the parties shall share equally in the costs and expenses of maintaining such private roadway equal to its present condition.

(2) 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 owner or contract vendee from the date

upon which notice of such assessment is filed with Auditor of Clark County, Washington. Said assessment shall bear interest at the rate of twelve (12%) percent per annum sixty (60) days after the filing of the notice of assessment with the Auditor unless the same shall be paid in full. 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 attorneys fees to the prevailing party in any action brought to enforce or collect such assessments.

(d) To contract with suitable qualified person, corporations, partnerships, or other businesses when undertaking any project to maintain or repair said road.

(e) 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.

(f) 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.

(g) 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.

(h) To borrow money against the assessments, upon such terms and conditions as the officers of the Association shall determine.

**7. Binding on Heirs and Assigns.** The provisions of this Agreement shall be binding upon the respective heirs, transferees, personal representatives, and assigns of the parties and shall constitute obligations of the parties' successors in interest in the real property affected hereby. This Agreement shall run with the property described herein and shall touch and concern such property.

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IN WITNESS WHEREOF, the parties have placed their hands and seals this  
31<sup>st</sup> day of January, 1992.

MAPLE VIEW ACRES

By *K. H. Davis*  
K. H. Davis

*Barbara J. Davis*

By *Barbara J. Davis*  
Barbara J. Davis

By *Wm. Don Gray*  
Wm. Don Gray

By *Paula J. Gray*  
Paula J. Gray

BY: *Wm. Don Gray*  
*ATTY IN FACT*

*Elmer W. Poser*  
Elmer W. Poser



STATE OF ARIZONA )  
 ) ss.  
 County of Pima )

On this day personally appeared before me **K. H. Davis** and **Barbara J. Davis**, husband and wife, to me known to be the individuals described in and who executed the within and foregoing instrument, and acknowledged 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 7th day of February, 1992.



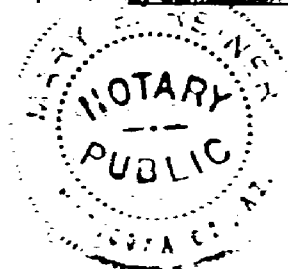
Helen A. Kwart  
 NOTARY PUBLIC in and for the State of  
 Arizona, residing at 6602 E. Broadway, Tucson  
 My Commission expires: 1-9-93

STATE OF ARIZONA )  
 ) ss.  
 County of Pima )

On this day personally appeared before me **Wm. Don Gray** and **Paula J. Gray**, husband and wife, to me known to be the individuals described in and who executed the within and 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 6th day of February, 1992.

Marie E. Dwyer  
 NOTARY PUBLIC in and for the State of  
 Arizona, residing at 3715 E. Woodland, Phoenix  
 My Commission expires: My Commission Expires Dec. 18, 1992

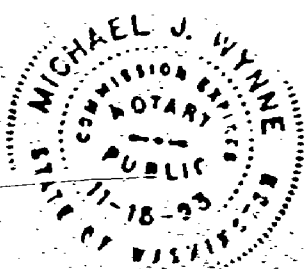


ROAD MAINTENANCE AGREEMENT - (1-16-92) - 7

STATE OF WASHINGTON )  
 ) ss.  
 COUNTY OF CLARK )

On this day personally appeared before me **Elmer W. Poser**, as his separate estate, to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged to me that he signed the same as his free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 27th day of February, 1992.



Michael J. Wynne  
 NOTARY PUBLIC in and for the State of  
 Washington, residing at Residence  
 My Commission expires: 11-1-99

STATE OF ARIZONA )  
County of Pima ) ss.

On this day personally appeared before me K. H. Davis and Barbara J. Davis, husband and wife, to me known to be the individuals described in and who executed the within and foregoing instrument, and acknowledged 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 7th day of February, 1992.



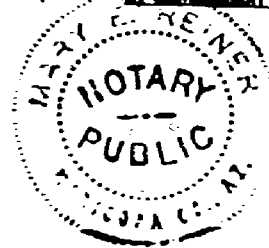
Helen A. Kivart  
NOTARY PUBLIC in and for the State of  
Arizona, residing at 4605 E. Tucson Avenue  
My Commission expires: 1-7-93 Tucson

STATE OF ARIZONA )  
County of Pima ) ss.

On this day personally appeared before me Wm. Don Gray and Paula J. Gray, husband and wife, to me known to be the individuals described in and who executed the within and 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 6th day of February, 1992.

Mary E. Reiner  
NOTARY PUBLIC in and for the State of  
Arizona, residing at 3705 E. Woodland  
My Commission expires: My Commission Expires Dec. 18, 1992

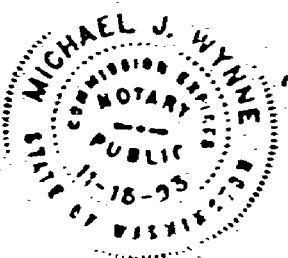


ROAD MAINTENANCE AGREEMENT - (1-16-92) - 7

STATE OF WASHINGTON )  
COUNTY OF CLARK ) ss.

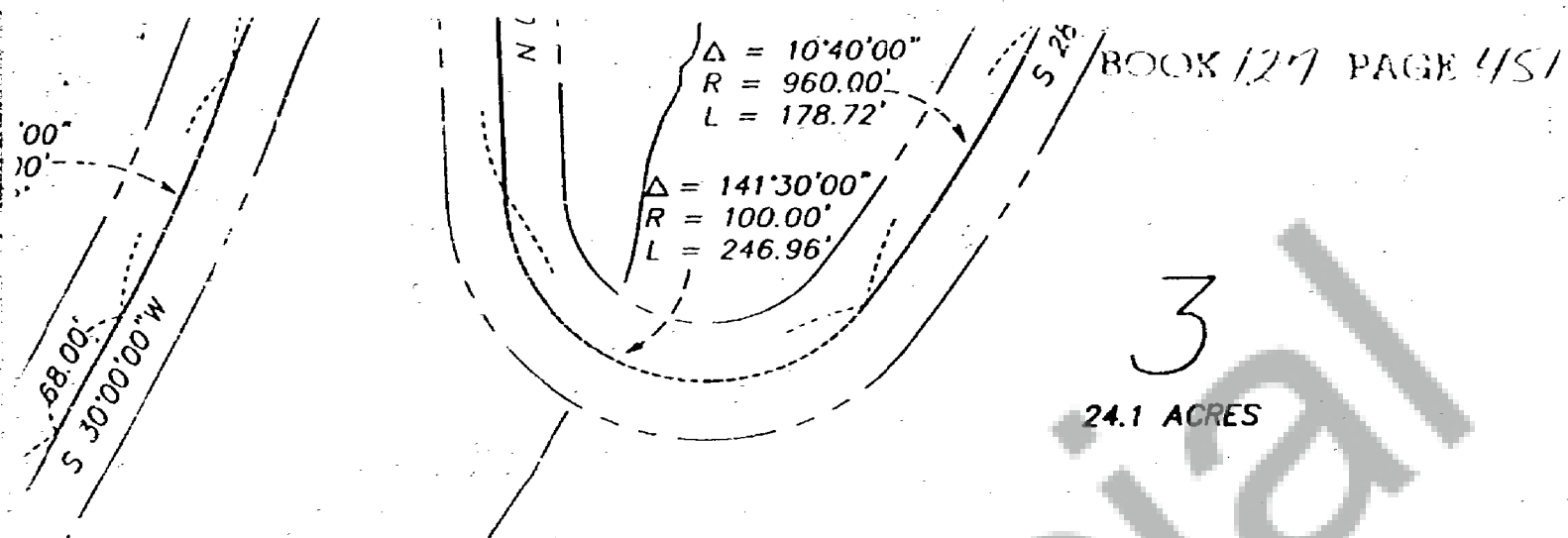
On this day personally appeared before me Elmer W. Poser, as his separate estate, to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged to me that he signed the same as his free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 27th day of February, 1992.



Michael J. Wynne  
NOTARY PUBLIC in and for the State of  
Washington, residing at Residence  
My Commission expires: 11-1-97





PERIMETER DESCRIPTION: BEGINNING at a 1" iron pipe with brass cap set to mark the East quarter corner of Section 6, Township 1 North, Range 5 East, Willamette Meridian, Skamania County, Washington; thence North 88° 41' 18" West, 2638.22 feet to a 5/8" iron rod at the center of Section 6; thence North 01° 25' 05" East, 1318.49 feet to a 1/2" iron rod at the Northwest corner of the South half of the Northeast quarter of Section 6; thence South 88° 46' 34" East along the North line of the South half of the Northeast quarter 1903.60 feet to the centerline of Fleming Creek; thence following said centerline as follows: North 33° 00' 00" East, 10.28 feet; North 22° 10' 00" East, 64.00 feet; North 49° 20' 00" East, 62.00 feet; North 36° 40' 00" East, 68.00 feet; North 56° 00' 00" East, 86.00 feet; North 45° 40' 00" East, 92.00 feet; North 22° 30' 00" East, 77.00 feet; North 35° 50' 00" East, 59.00 feet; North 45° 50' 00" East, 265.00 feet to a point 40 feet Southwesterly of the centerline of State Highway 140; thence South 43° 56' 05" East parallel with and 40 feet distant from said centerline 221.46 feet to the Northeast corner of the "Davis, et al tract" as described in Book 120 of deeds, page 726, Skamania County Auditor's Records; thence South 17° 17' 10" West along the East line of said "Davis, et al tract" 12.09 feet to the right-of-way line of State Highway 140 opposite Engineer's Station 584+00; thence South 46° 03' 55" West, 99.41 feet to an angle point in said right-of-way that is 150 feet right of Station 584+00; thence South 43° 56' 05" East parallel with the centerline of State Highway 140, a distance of 54.60 feet to the East line of said "Davis, et al tract"; thence South 17° 17' 10" West, 325.51 feet, to the North line of the South half of the Northeast quarter of Section 6; thence South 88° 46' 34" East, 203.24 feet to the Northeast corner of the South half of the Northeast quarter; thence South 01° 17' 10" West, 1322.53 feet to the POINT OF BEGINNING.

998.22'

2638.22'

EXHIBIT A

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1076.02'

N 01°29'43" E





## HAGEDORN, INC.

Registered Land Surveyors • Oregon Washington California

1924 Broadway, Suite B • Vancouver, WA 98663 • (206) 696-4428 • (503) 283-6778

January 21, 1992

### LEGAL DESCRIPTION FOR KEN DAVIS

#### CENTERLINE DESCRIPTION OF "WILDLIFE DRIVE" FOR ROAD MAINTENANCE AGREEMENT:

A non-exclusive, 60-foot private road and utilities easement across a portion of "Maple View Acres", being a subdivision in the Northeast quarter of Section 6, Township 1 North, Range 5 East, Willamette Meridian, Skamania County, Washington, the centerline of which is described as follows:

BEGINNING at a Washington Department of Transportation monument at engineer's station 16+70.20 (1988) = 575+01.00 (1937) P.O.T. State Highway 140, said point being North 89° 06' 40" West, 814.84 feet; South 00° 42' 20" West, 116.00 feet; and South 43° 56' 05" East, 181.59 feet from the Northeast corner of Section 6 as shown in Volume 3 of Surveys at Page 73, Skamania County Auditor's Records; thence South 43° 56' 05" East along the centerline of State Highway 140 for a distance of 858.95 feet; thence leaving said centerline South 46° 03' 55" West at right angles to said centerline for a distance of 40.00 feet to the South right-of-way line of State Highway 140 and the TRUE POINT OF BEGINNING; thence leaving said right-of-way line South 17° 17' 10" West parallel with and 30 feet West of the East line of the "Davis, et al tract", as described in Book 120, page 726 of deeds, for a distance of 285.00 feet; thence along the arc of a 250 foot radius curve to the right for an arc distance of 81.65 feet; thence along the arc of a 210 foot radius curve to the left for an arc distance of 124.62 feet; thence along the arc of a 190 foot radius curve to the right for an arc distance of 96.17 feet; thence South 31° 00' 00" West, 113.00 feet; thence along the arc of a 100 foot radius curve to the right for an arc distance of 119.56 feet; thence North 80° 30' 00" West, 202.00 feet; thence along the arc of an 80 foot radius curve to the left for an arc distance of 99.37 feet; thence South 28° 20' 00" West, 56.00 feet; thence along the arc of a 960 foot radius curve to the right for an arc distance of 178.72 feet; thence along the arc of a 100 foot radius curve to the right for an arc distance of 246.96 feet; thence North 00° 30' 00" East, 265.00 feet; thence along the arc of a 35 foot radius curve

EXHIBIT B

to the left for an arc distance of 109.65 feet; thence South  $01^{\circ} 00' 00''$  West, 44.00 feet; thence along the arc of a 125 foot radius curve to the right for an arc distance of 69.81 feet; thence along the arc of a 510 foot radius curve to the left for an arc distance of 97.91 feet; thence along the arc of a 1015 foot radius curve to the right for an arc distance of 141.72 feet; thence South  $30^{\circ} 00' 00''$  West, 68.00 feet; thence along the arc of a 3,000 foot radius curve to the right for an arc distance of 314.16 feet; thence South  $36^{\circ} 00' 00''$  West, 40.00 feet; thence along the arc of a 600 foot radius curve to the left for an arc distance of 115.19 feet; thence South  $25^{\circ} 00' 00''$  West, 80.00 feet; thence along the arc of a 45 foot radius curve to the right for an arc distance of 142.16 feet; thence North  $26^{\circ} 00' 00''$  East, 50.00 feet; thence along the arc of a 40 foot radius curve to the left for an arc distance of 50.00 feet to a point hereinafter called "Point A"; thence continuing along the arc of said 40 foot radius curve to the left for an arc distance of 77.06 feet; thence South  $24^{\circ} 00' 00''$  West, 50.00 feet; thence along the arc of a 160 foot radius curve to the left for an arc distance of 89.36 feet; thence South  $08^{\circ} 00' 00''$  East, 47.00 feet; thence along the arc of an 80 foot radius curve to the right for an arc distance of 61.44 feet; thence South  $35^{\circ} 00' 00''$  West, 186.00 feet; thence along the arc of a 30 foot radius curve to the right for an arc distance of 72.26 feet; thence along the arc of a 175 foot radius curve to the right for an arc distance of 119.12 feet; thence along the arc of a 160 foot radius curve to the left for an arc distance of 117.29 feet; thence North  $09^{\circ} 00' 00''$  West, 68.00 feet; thence along the arc of a 35 foot radius curve to the left for an arc distance of 75.75 feet; thence South  $47^{\circ} 00' 00''$  West, 55.00 feet; thence along the arc of a 130 foot radius curve to the right for an arc distance of 90.76 feet; thence South  $87^{\circ} 00' 00''$  West, 114.00 feet; thence along the arc of a 90 foot radius curve to the left for an arc distance of 73.83 feet; thence South  $40^{\circ} 00' 00''$  West, 71.00 feet; thence along the arc of a 110 foot radius curve to the right for an arc distance of 98.86 feet; thence North  $88^{\circ} 41' 18''$  West, 132.53 feet to the terminus of said easement centerline at a point which bears North  $01^{\circ} 25' 05''$  East, 270.00 feet, South  $88^{\circ} 41' 18''$  East, 200.00 feet, and South  $01^{\circ} 25' 05''$  West, 110.00 feet from a 5/8 inch iron rod marking the center of Section 6.

ld/Davis-1

EXHIBIT 3

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