

FILED FOR RECORD
JUN 13 1994
BY SKAMANIA CO, TITLE

507/18570

LOTS 1600, 1601, & 1602 (Legal Descriptions Below)
Skamania, Washington

JUN 13 12 45 PM '94

P. Olsson
AUDITOR
GARY M. OLSON

119697

ROAD MAINTENANCE AGREEMENT

BOOK 143 PAGE 765

WHEREAS, the Skamania County Property Lots 1600 (The East 210 feet of the West 525 feet of the SW 1/4 of Section 28, TWN 2 N, Range 6 East of the W.M., in the County of Skamania, in the State of Washington lying Northerly of the Centerline of the Existing Road), 1601 (The East 226.12 feet of the West 751.12 feet of the SW 1/4 of Section 28, TWN 2 North, Range 6 East of the W.M., in the County of Skamania, in the State of Washington lying Northerly of the Centerline of the Existing Road), and 1602 (The East 220 Feet of the West 971.12 feet of the SW 1/4 of Section 28, TWN 2 N, Range 6 East of the W.M., in the County of Skamania, State of Washington lying Northerly of the Centerline of the Existing Road), hereinafter called "the Property," will adhere to this Road Maintenance Agreement written and recorded encompassing all of the three lots in the Property, granting a 20 foot easement by lots 1601 and 1602. The "Road" begins at Archer Mountain Way and ends at the Well House that is currently on lot 1601. Any resident(s) or subsequent resident(s) of these three lots shall bear equal share of the financing, construction, and/or maintenance of said private road. Any improvements to said road, such as blacktop, additional gravelling, elimination of pot holes, and/or other extensive improvements shall be voted on by all residents served by said road. These improvements/maintenance needs will be discussed on April 1 of each year and implemented prior to July 1 of same said year. All costs will be paid for by all residents prior to the beginning of the necessary work.

All of the restrictions herein set forth shall continue and be binding upon the Properties successors and/or assigns, unless one or many is voted on by all residents and reversed and/or altered. Said change shall be recorded.

The restrictions herein set forth shall run with the land and bind the present owner, its successor and/or assigns. All parties claiming by, through or under it shall be taken to hold, agree and covenant with the owner of said lots, its successors and/or assigns, and with each of them to conform to and observe said restrictions as to the use of said lots and the construction of improvements thereon. In the event

Recorded _____
Noted _____
Filed _____

and the construction of improvements thereon. In the event of a breach of the restrictions, the owner and/or owners have the right to sue for and obtain an injunction prohibitive or mandatory, to prevent the breach of or to enforce the observance of the restrictions above set forth in addition to ordinary legal action for damages. Failure of the owners and/or owners of any other lot or lots referred to in this document to enforce any of the restrictions herein set forth at the time of its violation shall in no event be deemed to be a waiver of a right to do so thereafter.

Thomas S. Lenz
Owner Lot 1600
Thomas S. Lenz
Owner Lot 1601
Mark Lenz
Owner Lot 1602

Jack R. Lenz
Owner Lot 1600
Jack Lenz
Owner Lot 1601
Sharon Lenz
Owner Lot 1602

Unofficial Copy

STATE OF WASHINGTON, { ss.
County of Clark

BOOK 143 PAGE 767

On this day personally appeared before me THOMAS S. IENZ AND JILL R. IENZ
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 10th day of JUNE, 19 94

Monica Swarlow
Notary Public in and for the State of Washington,
residing at Vancouver

My appointment expires 6-10-98

ACKNOWLEDGMENT - INDIVIDUAL
FIRST AMERICAN TITLE COMPANY
WA - 46



STATE OF WASHINGTON, { ss.
County of Clark

On this day personally appeared before me Mark Owens and Sherri Owens
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 11 day of June, 19 94

Colleen E. Green
Notary Public in and for the State of Washington,
residing at Vancouver

My appointment expires Jan. 5, 1996

ACKNOWLEDGMENT - INDIVIDUAL
FIRST AMERICAN TITLE COMPANY
WA - 46

