

121093

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ROAD MAINTENANCE AGREEMENT FOR OLD AIRPORT ROAD (PRIVATE)

1. All lots using Old Airport Road (private) for access to their property will share equally in the maintenance of the private road. If any lot is further divided, the new lots will pay their equal share. 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. ACKNOWLEDGEMENT OF RESPONSIBILITIES FOR ROAD MAINTENANCE:  
The said lot owners are responsible for the maintenance of Old Airport Road (private) and the parties agree that Old Airport Road (private) will be maintained in good, passable condition under all traffic and weather conditions. The costs for maintenance, repair and/or restoration of the roadway shall be assessed equally among all landowners served by said private road.

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 road 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 the 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.

4. Road maintenance will be performed on any section of the road when a majority of the voting members vote to do such improvements:

A. Each lot owner as stipulated in Item 1 shall be entitled to one (1) vote.

Accepted	✓
Indorsed	✓
Witness	✓
Filed	
Noted	

- 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.

Howard Mathany  
Julie Mathany  
 Signature landowner

9.19.94  
 Date

P.O. Box 462  
 Address

Carson, WA  
 City State

FILED FOR RECORD  
 SKAMIA WA WASH  
 BY Planning Dept.

Nov 18 12 17 PM '94

G. Olson  
 AUTHORIZED

GARY M. OLSON

\_\_\_\_\_  
 Signature landowner

\_\_\_\_\_  
 Date

\_\_\_\_\_  
 Address

\_\_\_\_\_  
 City, State

\_\_\_\_\_  
 Signature landowner

\_\_\_\_\_  
 Date

\_\_\_\_\_  
 Address

\_\_\_\_\_  
 City, State

\_\_\_\_\_  
 Signature landowner

\_\_\_\_\_  
 Date

\_\_\_\_\_  
 Address

\_\_\_\_\_  
 City, State

On this 19th day of September 1994, personally appeared before me Howard Mathany and Julie Mathany, husband and wife, who signed the above as their free and voluntary act and deed for intended purposes.



Barbara J. Acker  
 Barbara J. Acker, Notary Public in  
 and for the State of Washington,  
 residing at Carson, WA 98610