

## ROAD MAINTENANCE AGREEMENT FOR BROTHER'S ROAD (PRIVATE)

1. All lots using Brother's 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 insure 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 Brother's Road (private) and the parties agree that Brother's Road will be maintained in good, passable condition under all traffic and weather conditions. The cost 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.
6. 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.

Registered	✓
Indexed, Oil	✓
Indirect	✓
Filed	
Valid	

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 <sup>vote</sup> ~~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.

Troy Seaman  
SIGNATURE LANDOWNER

12-8-94  
DATE



3916 105th pl se  
ADDRESS

State of Washington  
County of Snohomish

Everett WA. 98208  
CITY/STATE

Signed and sworn to (or affirmed) before me  
on 12-8-94 by Troy and Sandy Seaman

Patricia J. Felm  
Signature of Notary Public

Notary Public  
Title My Comm. Exp. 1-19-95  
12-8-94 DATE Residing at Everett

Tallen Seaman  
Paula Seaman  
SIGNATURE LANDOWNER

3916 105th pl se  
ADDRESS

State of Washington  
County of Snohomish

Everett WA. 98208  
CITY/STATE

Signed and sworn to (or affirmed) before me  
on 12-8-94 by Tallen and Paula Seaman

Patricia J. Felm  
Signature of Notary Public

Notary Public  
Title My Comm. Exp. 1-19-95  
Residing at Everett

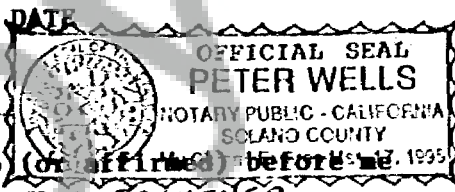
Joe Seaman / Sandra Fechter  
SIGNATURE LANDOWNER

4113 Church Hill Dr  
ADDRESS

State of California  
County of Solano

Concord CA. 94521  
CITY/STATE

Signed and sworn to (or affirmed) before me  
on 12-13-94 by JOE FECHTNER



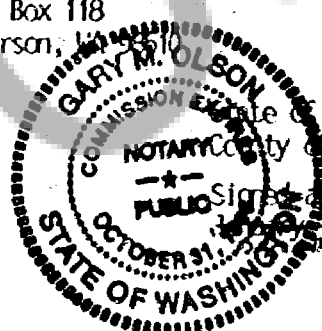
Peter Wells  
Signature of Notary Public

NOTARY PUBLIC  
Title My Comm. Expires: 3-17-95

FILED FOR RECORD  
SKAMANIA CO. WASH  
BY Planning Dept.

DEC 30 3 13 PM '94  
P. Lowry  
AUDITOR  
GARY M. OLSON

Sam Seaman  
Signature Landowner  
PO Box 118  
Carson, WA 98220



State of Washington  
County of Skamania

Signed and sworn to before me this 26th day of  
1995 by Sam Seaman

Sam Seaman  
Signature of Notary Public  
My Commission Expires: 10/31/96