

DECLARATION AND ROAD MAINTENANCE AGREEMENT

121983

BOOK 149 PAGE 77

Whereas, Halvorson-Mason Corporation, an Oregon Corporation, has made and established Halvorson-Mason Short Plat, known as Windsong Short Plat, situated in NW Quarter of the NE Quarter of Section 2, T 2 N, R 7 E of the W.M., City of Stevenson, Skamania County and in the State of Washington.

Whereas, Windsong Court is a private road located within the Halvorson-Mason Short Plat and provides access from Ryan Allen Road across lot 4 to lots 1 & 2; and whereas, it is the intent of Halvorson-Mason that a non-exclusive easement for roadway and utility purposes over and across Windsong Court be granted to all persons owning property within the Short Plat, or future owners of these lots, and that said owners shall share the cost and expense of repairing and maintaining said private road.

Now therefore, Halvorson-Mason Corporation and all future owners of lot 1 & 2 shall agree and abide by the following conditions and covenants:

1) The Parties hereto agree to share equally the costs and expenses of repairing and maintaining Windsong Court, as shown and described on the recorded Halvorson-Mason Short Plat. All repairs and maintenance shall require the consent of a majority of property owners. The private road shall be maintained in as satisfactory and usable condition as is practical, and must comply with City of Stevenson private road requirements. Costs for road maintenance shall be assessed equally among all landowners served by said private road, regardless of lot size. Ownership by Tenants in Common or Joint Tenancy shall be considered as one owner. In the event an owner refuses to pay his share of the expenses within 30 (thirty) days after receiving written notice of the amount due, such expenses shall become a lien on the lot of the respective owner owing such costs, after said lien is duly acknowledged and recorded with the Skamania County Clerk. Said lien may be foreclosed by suit in accordance with Washington State law. In addition, any suit or action permitted by law may be taken against said owner to enforce the collection of said obligation.

2) The grant of easement referred to herein is appurtenant to the land shown and described on the Halvorson-Mason Short Plat, and shall run with the land in perpetuity, and shall be binding on and inure to the benefit of the parties hereto, their heirs, successors or assigns.

3) Future construction on lot 4, or a future division of lot 4 may require modifications of the private road easement as shown on the recorded short plat, but shall not reduce the approved access to lot 1 or lot 2. Any future lots that use Windsong Court for access will be made a party to this Maintenance agreement.

2-7-2-1-1100

inspected ✓
Indexed, Dir ✓
Indirect ✓
Filed
Mailed

4) Halvorson-Mason hereto and all future easement holders agree to indemnify and hold harmless the other owners for any loss arising out of the use of the easement.

5) If the future subdivision of lot 4 establishes a Windsong Homeowner's Association, then this Agreement will be dissolved at such a time that the Homeowner's Association assumes the responsibility of maintenance and repair of the private road and the owners of lots 1, 2 & 3 become members of the Homeowner's Association.

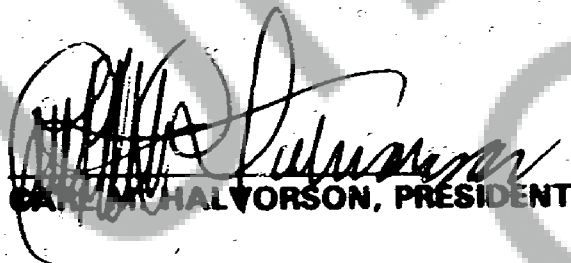
6) In the event Windsong Court becomes a county road, each of the parties hereto shall be relieved of this Declaration and Road Maintenance Agreement, and the Agreement shall automatically terminate and have no further force or effect.

7) Should any suit, action or proceeding be brought to enforce any term or provision of this Agreement, the prevailing party shall recover from the losing party such sum as the trial or appellate court may adjudge reasonable as attorney's fees.

8) If any provision of this Agreement is held invalid for any reason, the remainder of this Agreement is not affected.

AFFIRMED AND AGREED to this 21st day of March, 1995

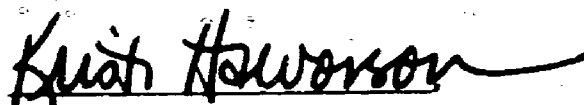
HALVORSON-MASON CORPORATION


GARY HALVORSON, PRESIDENT

FILED FOR RECORD
SKAGHAMAW CO. WASH.
BY Halvorson-Mason

MAR 31 3 23 PM '95
GARY M. OLSON
AUDITOR

Subscribed and sworn to before me this 21st day of March, 1995


Kristi Halvorson
Notary Public for Oregon
My commission expires 11/03/97

