

*Eagle Ridge Sheet Plot*

Road Maintenance for Deepwood Lane Pvt. Road  
Skamania, Washington

123550

BOOK 153 PAGE 5

The undersigned own or have an interest in real property located on Deepwood Lane, which is designated and declared to be a private road as defined in the Skamania County Code Chapter 12.03.

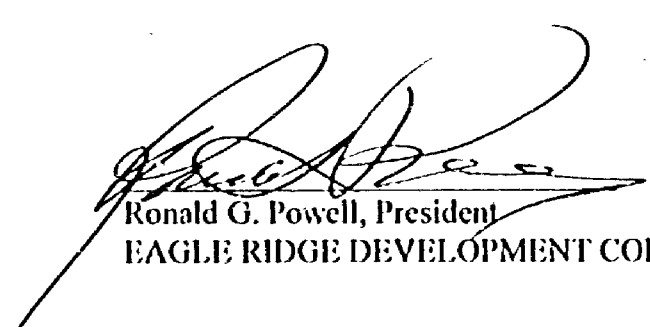
**Maintenance Agreement:**

1. The owners of each parcel of land bordering Deepwood Lane (including their successors in interest) hereinafter "landowners" shall be responsible on a pro-rata basis for the cost of maintaining and repairing the road.
2. If a landowner chooses to access Duncan Creek Road through his own property then he or she will not have a maintenance responsibility for Deepwood Lane. If in the future said landowner or his heirs, successors or assigns hereof, do utilize Deepwood Lane for vehicular traffic, will from that time forward be responsible for his share of maintenance of Deepwood Lane as well as their share of the developmental cost of said road.
3. All landowners (including, but not limited to, his or her guests, employees or agents) shall be entitled to reasonable private usage of the entire roadway. The private road shall be used for the common benefit of all landowners. If one of the landowners (including, but not limited to, his or her guests, employees or agents) inflicts damage to the road, i.e., personally, or through having deliveries made (such as a truck making a delivery in wet weather), it is the sole responsibility of that landowner to pay for the cost of repairing the road.
4. The landowners that are bound by this agreement shall meet at that property on the first of April each year (or at such time and place as set by majority vote). Each year they shall: (1) decide what maintenance and repair work needs to be done the coming year; (2) decide who shall be in charge of arranging for the work to be done; (3) appoint a treasurer to collect each landowners share and to pay the bills.
5. In the event the parties are unable to agree as to any matters covered by this agreement, including specifically but not limited to the necessity for road repair 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 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.

Registered	✓
Indexed	✓
Indirect	✓
Filed	
Mailed	

6. This agreement shall be binding upon the heirs, successors or assigns hereof, shall be appurtenant to and run with the land described herein; and, no land bordering on Deepwood Lane shall be sold or transferred without reference on the face of the conveying instrument to this agreement.

7. Deepwood Lane located in the NE 1/4 of the SW 1/4 of Sec. 28, T2N, R6E, WM.

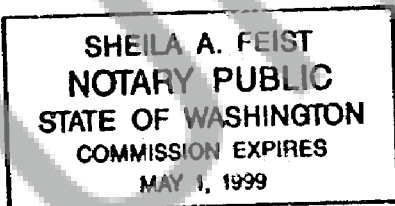
  
Ronald G. Powell, President  
EAGLE RIDGE DEVELOPMENT CORPORATION


*Aug 29 1995*  
FILED FOR RECORD  
SKAGHAMAW CO. WASH  
BY *Planning Dept*  
Oct 16 4 24 PM '95  
*P. Savory*  
AUDITOR  
GARY M. OLSON

STATE OF WASHINGTON )  
 ) ss.  
County of Cowlitz )

On this day personally appeared before me Ronald G. Powell,  
Eagle Ridge Development Corporation, to be known to be the PRESIDENT of the  
corporation that executed the within and foregoing instrument, and acknowledged the  
said instrument to be the free and voluntary act and deed of said corporation for the uses  
and purposes mentioned in the instrument.

Given under my hand and official seal this 29th day of August, 1995.



  
Notary Public in and for the  
State of Washington, residing at:  
Battle Ground

My commission expires: May 1, 1999

Sheila A. Feist  
Printed Name of Notary