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BY *Haley Stephens*

JAN 26 1 47 PM '98

G. Laury
AUDITOR
GARY H. OLSON

Return Address:

PKS Developers Inc.
3281 Canyon Pk Rd
Washougal, WA 98671

Please Print or Type Information.

Document Title(s) or transactions contained therein: 1. <i>Read Maintenance Agree.</i> 2. 3. 4.	
GRANTOR(S) (Last name, first, then first name and initials) 1. <i>Lynch, Alexandra</i> 2. <i>LaGrandier John N. Jr.</i> 3. <i>Stephens, Hairy</i> 4. <i>Ehtaqi, Roshid</i> ☐ Additional Names on page _____ of document	
GRANTEE(S) (Last name, first, then first name and initials) 1. <i>Public, The</i> 2. <i>Green Acres Subdivision</i> 3. 4. ☐ Additional Names on page _____ of document	
LEGAL DESCRIPTION (Abbreviated: IE. Lot, Block, Plat or Section, Township, Range, Quarter/Quarter) <i>Lots 1-6 Green Acres Subdivision</i>	
☐ Complete legal on page <u>1</u> of document	
REFERENCE NUMBER(S) Of Documents assigned or released: <i>Vol 8 Pg 82 AF 126217 9/13/96</i>	
☐ Additional numbers on page _____ of document	
ASSESSOR'S PROPERTY TAX PARCEL/ACCOUNT NUMBER <i>02-07-20-209, 216, 217, 218, 219 & 220</i>	
☐ Property Tax Parcel ID is not yet assigned. ☐ Additional parcel #'s on page _____ of document	
The Auditor/Recorder will rely on the information provided on the form. The Staff will not read the document to verify the accuracy or completeness of the indexing information.	

HOMEOWNERS ROAD MAINTENANCE AGREEMENT

THIS AGREEMENT made this 15th day of December, 1996, for the purpose of establishing a policy and procedure for maintenance of Park Lane Road and Park Lane Place, private roads common to the parcels of property described herein and between the owners of record, hereinafter referred to as the "Owners", of the following described parcels of real property located in Skamania County, Washington and describes as:

Lots 1, 2, 3, 4, 5, and 6 of Green Acres Subdivision

The property owners agree to provide for the maintenance of the private roads common to the above described real property as follows:

A. TYPE AND FREQUENCY OF MAINTENANCE.

That the roads designated as private roads shall be maintained in as satisfactory and useable condition as is practical. Said maintenance shall consist of, at minimum, the annual filling of all potholes, ruts, gullies, etc. that restrict travel on said roads, rocking or graveling and grading of said roads as the property owners unanimously desire, and the provision of trenching along the sides of said roads to provide for surface water runoff, where necessary and deemed appropriate by the property owners.

B. SNOW REMOVAL

That the roads designated as private roads shall have the snow removed to facilitate access for fire and medical vehicles. Snow removal shall be authorized by the consent of any three property owners.

C. METHOD OF ASSESSING COSTS.

Costs for the road maintenance described herein shall be assessed equally among all property owners served by said roads, regardless of lot size.

D. METHOD OF COLLECTION.

The property owners shall establish an account at a reputable bank or financial institution designated as Green Acres Homeowners Road Maintenance Account for the deposit and disbursement of all funds for the maintenance of the roads. Each property owner, unanimously decide upon, but in any event, no less often than annually. The property owners shall designate three trustees among them to administer such account. One of the trustees will also be designated as the Treasurer to maintain the account. The property owners designated on the account may be changed at any time by a seventy-five (75) percent majority vote of the property owners. Any additional funds needed to cover the cost of maintenance or snow removal above the amount available in the account shall be assessed equally among all the property owners. This emergency assessment may only be authorized by a unanimous vote of the property owners.

RECORDER'S NOTE:
NOT AN ORIGINAL DOCUMENT

E. DISBURSEMENT OF FUNDS.

Upon agreement of a seventy-five (75) percent majority of the property owners to perform maintenance on the private roads, funds for road maintenance shall be disbursed within thirty (30) days of billing to any provider of road maintenance service or materials. Funds from the Green Acres Homeowners Road Maintenance Account must be authorized by two of the three trustees.

F. NON-PAYMENT OF COSTS - REMEDIES.

Any property owner who becomes delinquent in the payment of funds under this agreement for a period of thirty (30) days or more shall contribute a late penalty of \$1.00 per day to the road maintenance account for each day of delinquency. After ten (10) days written notice to the property owner, any or all of the other property owners shall be entitled to seek any remedy available at law including a suit for money owed. The prevailing party in such a lawsuit shall be entitled to a judgement against the non-prevailing party for all attorney's fees and costs expended in such action. The prevailing party shall also be entitled to attorney's fees or costs incurred as a result of any action undertaken in the collection of money owed, either before or after suit is filed.

G. APPURTENANCE TO THE LAND.

This agreement shall be binding on all heirs, successors or assigns of any property owner and shall be appurtenant to the parcels of land herein described.

H. SEVERABILITY.

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

Lot 1 Alexander Lynch Owner
 Lot 2 John A. Randall Jr. Owner
 Lot 3 _____ Owner
 Lot 4 Henry Stephens Owner (7 sub-owners)
 Lot 5 _____ Owner
 Lot 6 _____ Owner

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State of Washington
County of Skamania

On this day personally appeared before me Henry Stephens
to me known to be the individual(s) described in and who executed the within and acknowledged
to me that he signed the same as he free and voluntary act and deed for the
purposes mentioned.

Given under my hand and official seal this 14th day of January, 1997
Notary Public in and for the State of Washington, residing at D. B. Russell
My commission expires 2-27-98

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State of Washington
County of Skamania

On this day personally appeared before me John Haggard
to me known to be the individual(s) described in and who executed the within and acknowledged
to me that he signed the same as his free and voluntary act and deed for the
purposes mentioned.

Given under my hand and official seal this 23rd day of January, 1997
Notary Public in and for the State of Washington, residing in Edison
My commission expires 8-29-97

Unofficial Copy

7

State of Washington
County of Skamania

On this day personally appeared before me Alexandra Lopez
to me known to be the individual(s) described in and who executed the within and acknowledged
to me that she signed the same as she free and voluntary act and deed for the
purposes mentioned.

Given under my hand and official seal this January 17, 1997
Notary Public in and for the State of Washington, residing at 400 Pennington
My commission expires 2-27-98

F. DISBURSEMENT OF FUNDS.

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Upon agreement of a seventy-five (75) percent majority of the property owners to perform maintenance on the private roads, funds for road maintenance shall be disbursed within thirty (30) days of billing to any provider of road maintenance service or materials. Funds from the Green Acres Homeowners Road Maintenance Account must be authorized by two of the three trustees.

F. NON-PAYMENT OF COSTS - REMEDIES

Any property owner who becomes delinquent in the payment of funds under this agreement for a period of thirty (30) days or more shall contribute a late penalty of \$1.00 per day to the road maintenance account for each day of delinquency. After ten (10) days written notice to the property owner, any or all of the other property owners shall be entitled to seek any remedy available at law including a suit for money owed. The prevailing party in such a lawsuit shall be entitled to a judgement against the non-prevailing party for all attorney's fees and costs expended in such action. The prevailing party shall also be entitled to attorney's fees or costs incurred as a result of any action undertaken in the collection of money owed, either before or after suit is filed.

G. APPURTENANCE TO THE LAND

This agreement shall be binding on all heirs, successors or assigns of any property owner and shall be appurtenant to the parcels of land herein described.

H. SEVERABILITY

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

Lot 1 _____ Owner _____
Lot 2 _____ Owner _____
Lot 3 _____ Owner _____
Lot 4 _____ Owner _____
Lot 5 _____ Owner (7 sub-owners) _____
Lot 6 _____ Owner _____
James J. Elyard. 1-9-57

State of Washington
County of Skamania

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On this day personally appeared before me Revered L. Elgert
to me known to be the individual(s) described in and who executed the will and acknowledged
to me that he signed the same as free and voluntary act and deed for the
purposes mentioned see Exhibit

Given under my hand and official seal this 8th day of January, 1997
Notary Public in and for the State of Washington, residing at 77 Riverside
My commission expires 2-27-98