

130411

BOOK 173 PAGE 27

When Recorded Return To:

Dave Rocha  
4242 "L" Circle  
Washougal, WA 98671

FILED FOR RECORD  
SKAMIAWA, CL. WASH  
BY Planning Dept

FEB 3 9 46 AM '98

*Oxley*  
AUDITOR  
GARY H. OLSON

**ROAD MAINTENANCE AGREEMENT**

Southridge Short Plat B 3 P 319

THIS AGREEMENT made on this 16TH day of October, 1997, by DAVID ROCHA and CONNIE ROCHA, husband and wife, hereinafter collectively called "Rocha", and JAMES ROBSON, a single person, and LARRY BALDWIN and HELEN BALDWIN, husband and wife, hereinafter collectively called "Robson".

WHEREAS, the parties hereto desire to enter into and abide by a Road Maintenance Agreement for Baldwin Road which is adjacent to property owned by them; and

WHEREAS, ROCHA desires to divide their property into lots, and make the lots subject to a Road Maintenance Agreement; and

WHEREAS, Lot 4 of Southridge Short Plat and Lot 1 of Robson Short Plat are the lots most likely to use Baldwin Road for ingress and egress, therefore use by other lot owners shall be restricted as provided herein;

NOW, THEREFORE, the parties hereby declare that all of the property described herein shall be held, sold and conveyed subject to the following Road Maintenance Agreement, which shall run with the land, be binding upon and inure to the benefit of all parties, their heirs, successors and assigns, having any right, title or interest in the described properties or any part thereof.

**ARTICLE I.**  
**Definitions**

1. "Owner" shall refer to the record holder of a fee interest, grantors under a Deed of Trust, and contract purchasers who are in possession of a lot or any portion thereof.

2. "Property" shall mean and refer to that certain real property herein described.

3. "Lots" shall mean and refer to any parcel of land of the Property.

ROAD MAINTENANCE AGREEMENT - 1

EX-104  
10/16/97  
10/16/97  
10/16/97  
10/16/97  
10/16/97

ARTICLE II.  
Private Road Maintenance

This Road Maintenance is for the purpose of establishing a policy and procedure for maintenance of Baldwin Road common to several parcels of property described in Exhibit "A", as attached hereto, and between the Owners of record, of the following described parcels of real property located in Skamania County, Washington:

The Owners agree to provide for the maintenance of Baldwin Road common to the above-described real property, as follows:

The roads subject to this Agreement are described as:  
BALDWIN ROAD

1. Lots With Use and Restriction.

a. Lots 1, 2 and 3 of Southridge Short Plat shall be excluded from this Agreement, unless or until the Owner(s) of the same builds in a location that requires primary access for ingress and egress from Baldwin Road, or for regular and repeated use for any other reason, then the Owner shall be responsible to share in the maintenance and abide by the Agreement contained herein. If the Owner of the lots described above use Baldwin Road for incidental use, they shall not share in the cost of maintenance. However, if the Owner uses Baldwin Road as described above and/or damages the roadway in any way, then the Owner shall be responsible for any repairs of the damaged areas.

b. Lot 4 of Southridge Short Plat and Lot 1 of Robson Short Plat shall share equally in the maintenance and abide by this Agreement contained herein for Baldwin Road. Owners shall be responsible for any required maintenance when placement or construction of a home has begun. In the event Lot 1 of the Robson Short Plat is divided, the Owner shall agree that Baldwin Road shall serve no more than one lot as a primary access, and all other lots shall in no way have an easement through or access to Baldwin Road.

2. Maintenance. The Owners are responsible for maintaining and repairing the private road described in this Agreement in a satisfactory and usable condition as is practical. Said maintenance shall consist of, at minimum, the annual filling of potholes and ruts that restrict travel on said roads, rocking or graveling and grading, to provide for trenching along the sides of said roads to provide for surface water runoff, and snow removal, as necessary. The Owners shall maintain the roadway in

ROAD MAINTENANCE AGREEMENT - 2

good condition and shall apportion the expense of maintaining and repairing the roadway between them equally. However, in the event one of the Owners damages the roadway, by their own actions or those of someone hired for their benefit, that Owner shall be responsible for the damages which he or she caused and the repairs necessary to return the roadway to its condition before such damage occurred.

3. Approval of Actions. Maintenance methods, standards and financing shall be in a manner determined by the majority of the Owners of the Lots. Provided, that any and all maintenance and repair actions are taken only after written notice has been given and a reasonable time for response has been made. The Owners are hereby authorized to form an association for the maintenance and repairs of the roadway and shall establish the standards, terms and conditions of the association as they so agree, provided that it meets any State or local statute, law or ordinance.

4. Collection and Lien Rights. All Owners may recover and collect the funds for maintenance and repairs, as the majority so agrees. Any Owner who fails to pay any agreed expenses of the roadway may be liable for any and all costs associated with the collection of the funds, including statutory interest and attorney fees, and may be subject to a lien of the Lot by the other Owners or Association of Lot Owners.

#### ARTICLE IV. Administration and Enforcement

1. Compliance. By acceptance of a Deed to a Lot, execution of a Contract therefore, or any other means of acquisition of an ownership interest, the Owner, his heirs, successors and assigns, covenants and agrees to observe and comply with the terms and conditions of this Agreement, as they now exist and are hereafter amended.

2. Right to Enforce. Any Lot Owner or Association of Lot Owners shall have the right to enforce by proceeding at law or in equity all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Agreement.

3. Disclaimer of Liability. The Lot Owners shall not be liable to any person for acts and omissions done in good faith in the interpretation, administration and enforcement of this Agreement.

4. Attorneys Fees and Costs. In the event suit or action is instituted to enforce any terms of this Agreement or to collect unpaid assessments, the prevailing party shall be entitled to recover from the other party such sum as reasonable attorney fees and costs, in addition to all other sums provided by law.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the date above first written.

*DAVE*  
DAVE ROCHA

*Connie Rocha*  
CONNIE ROCHA

*James Robson*  
JAMES ROBSON

*Larry Baldwin*  
LARRY BALDWIN

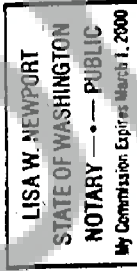
*Helen Baldwin*  
HELEN BALDWIN

STATE OF WASHINGTON )

County of Clark : ss

On this day personally appeared before me, DAVE and CONNIE ROCHA, to me known to be the individuals described in and who executed the same, and acknowledged that they signed the same as their free and voluntary act and deed for the uses and purposes therein mentioned.

WITNESS my hand and official seal hereto affixed this 16<sup>th</sup> day of October, 1997.

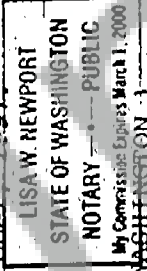


*Lisa W. Newport*  
NOTARY PUBLIC for Washington  
My Commission expires: 3-1-2000

STATE OF WASHINGTON )  
County of Clark ) ss

On this day personally appeared before me, JAMES ROBSON, to me known to be the individual described in and who executed the same, and acknowledged that he signed the same as his free and voluntary act and deed for the uses and purposes therein mentioned.

WITNESS my hand and official seal hereto affixed this 16<sup>th</sup> day of October, 1997.

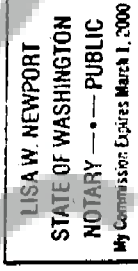


Lisa W. Newport  
NOTARY PUBLIC for Washington  
My Commission expires: 3-1-2000

STATE OF WASHINGTON )  
County of Clark ) ss

On this day personally appeared before me, LARRY and HELEN BALDWIN, to me known to be the individuals described in and who executed the same, and acknowledged that they signed the same as their free and voluntary act and deed for the uses and purposes therein mentioned.

WITNESS my hand and official seal hereto affixed this 16<sup>th</sup> day of October, 1997.



Lisa W. Newport  
NOTARY PUBLIC for Washington  
My Commission expires: 3-1-2000

EXHIBIT "A"

Southridge Short Plat Lots 1, 2, 3 and 4  
Legal description for the entire parcel:

The East 20 Acres of the North 3/4 of the Southeast quarter of the Southeast quarter of Section 30, township 2 North, Range 5 East of the Willamette Meridian in the County of Skamania, State of Washington.

EXCEPT that portion conveyed to the Catlin Gabel School by instrument recorded in Book 79, Page 68.  
ALSO EXCEPT that portion conveyed to Portland Adventist Medical Center by instrument recorded in Book 116, page 202.

Robson Short Plat Lot 1

Legal description for the entire parcel:

DESCRIPTION:

A Tract of land in the South Half of the Southeast Quarter of Section 30, Township 2 North, Range 5 East, of the Willamette Meridian, in the County of Skamania, State of Washington described as follows:

Lot 1 of the ROBSON SHORT PLAT recorded in Book 3 of short Plats, Page 292, Skamania County Records.