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BOOK 180 PAGE 923

AFTER RECORDING RETURN TO
Arthur C. Beagle
7704 NE 61st Avenue
Vancouver, WA 98661

FILED FOR RECORD
SKAMANIA CO. WASH
BY *Planning Dept.*

AUG 31 2 48 PM '98

G. Larry
AUDITOR
GARY M. OLSON

ROAD MAINTENANCE AGREEMENT
FOR ST. HELENS RETREAT & LAKEVIEW ESTATES SHORT PLATS
Recorded in Book 3 of Short Plats on Pages 334 & 333

Effective Date: This 5th day of *May*, 1998.

Parties:

ARTHUR C. BEAGLE, owner, and future
lot owners.

Abbreviated Legal: SW 1/4 of the SW 1/4, Section 15, T7N, R5E,
Willamette Meridian, Skamania County,
Washington

Assessor's Tax Parcel Number(s): 07-05-00-0-0-2000-00

Recitals:

A. WHEREAS, Arthur C. Beagle (hereinafter "Beagle") is
developing that certain real property (hereinafter the "Property")
known as St. Helens Retreat and Lakeview Estates, depicted in
Exhibit "A" attached hereto and by this reference incorporated
herein.

B. WHEREAS, Beagle wishes to provide for the sharing of costs
and expenses of maintaining the private roadway(s) upon such
property.

C. WHEREAS, future parties will purchase certain lots to be
serviced by a private roadway.

D. WHEREAS, the following agreement shall run with the
Property and shall touch and concern the Property and shall be

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Entered, *lv*
adirect
Signed
Date

binding upon and inure to the benefit of Beagle and future lot owners, 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.

NOW, THEREFORE, IT IS AGREED:

1. The Road Maintenance Agreement described herein is appurtenant to and shall run with the land as described on Exhibit "A", and shall be binding upon and inure to the benefit of Beagle and future lot owners, their heirs, successors, and assigns. The cost of the initial construction of the private roadway(s) shall be borne by Beagle. After the initial construction by Beagle, future lot owners shall share equally the costs and expenses of maintaining the private roadway attributable to their property.

2. The property owners shall review the condition of the private roadway(s) annually, beginning January 1, 1998 in order to determine work to be performed for the maintenance of the roadway. Each property owner shall be obligated for its equal prorata share of the cost of maintaining the roadway(s). The private roadway(s) shall be maintained in good, passable condition. Each property owner shall pay its share of costs associated with the maintenance of the private roadway(s) upon receipt of an invoice reflecting the work performed.

3. During winter months, the property owners shall decide by majority vote if snow plowing shall be undertaken. Any property owner may initiate such a vote by notifying each property owner in

writing that a vote is desired. Notice shall be given by first class mail to the last known address of each property owner. Each property owner shall have ten (10) days from the receipt of such notice to vote. Failure to vote shall be deemed a vote against snowplowing.

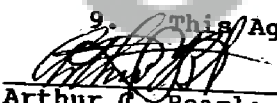
4. Beagle shall cause this Agreement to be recorded with the Auditor of Skamania County, Washington.

5. The provisions of this Agreement shall be binding upon the respective heirs, transferees, and assigns of Beagle and future parties, and shall constitute obligations of the parties successors in interest and assigns in the real property affected hereby.

6. This Agreement constitutes the entire agreement among the parties hereto and none of the parties shall be bound by any promises, representations or agreements except as are herein specially set forth or as otherwise set forth in writing.

7. In the event that any provisions of this Agreement shall be held to be invalid or unenforceable, the same shall not affect, in any respect whatsoever, the validity or enforceability of the remainder of this Agreement.

8. In the event suit or action is instituted to enforce any of the terms of this Agreement, the prevailing party shall be entitled to recover from the other party such sum as the court may adjudge reasonable as attorney's fees, in addition to all other sums provided by law.

9. This Agreement will be governed by Washington law.

Arthur C. Beagle

STATE OF WASHINGTON)
County of Clark) ss.

I certify that I know or have satisfactory evidence that Arthur C. Beagle is the person who appeared before me, and said person acknowledged that he signed this instrument and acknowledged it to be his free and voluntary act for the uses and purposes mentioned in the instrument.

DATED: 5-5-98

LORRIE A. CRAWFORD
STATE OF WASHINGTON
NOTARY---PUBLIC
MY COMMISSION EXPIRES 7-31-99

Lorrie A. Crawford
Notary Public in and for the
State of Washington, residing
at Vancouver.
My appointment expires: 7-31-99