

133555

BOOK 183 PAGE 769

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 DEC 1 12 44 PM '98
 GARY M. OLSON
 AUDITOR

ROADWAY ASSOCIATION MAINTENANCE AGREEMENT

Short Plats Vol. 3 Pages 339, 340 & 341

PARTIES

The parties hereto are owners of individual tracts of real property adjacent to CLEAR VIEW LANE, a private road, which the parties maintain separate easements over for the purpose of ingress and egress and public utilities from KANAKA Creek Road. This 30-foot wide road easement is shown on lots 1 through 4 on the RIVER short plat # 133553, Lots 1 through 4 on the VIEW short plat #, 133552 and lots 1 through 4 on the MEADOW short plat #. 133554

The parties listed below agree to create a perpetual Roadway Association for maintenance, repair and improvement of Clear View Lane road and utilities easement.

1. Elton and Patricia Nead
2. Lee H. Smith
3. Alpine Quality Construction Services Inc.

Affects Tax Lots: 03-07-25-4-0-0200, 0300 & 0400

By _____
 dated this _____ day of _____
 1998

ROADWAY ASSOCIATION

1. The members of this Roadway Association shall be the owners of the land within the real property as now owned and listed above. Said land for general purposes is located in the North 1/2 of the SE 1/4 of SECTION 25, T3N, R7E, W.M. Skamania County, Washington
2. Roadway maintenance, repair or improvement will be performed on any section of the road when a 1/2 majority of the voting members vote to do such improvement.
3. Each of the twelve parcels - (12) owners listed as Parties shall be entitled to one vote whenever any maintenance, repair or improvement is considered. EXCEPT: The voting rights of any of the above 12 shall not commence until a residence dwelling is built or under construction on their property or unless they pay their percentage of the maintenance and said maintenance is optional until a dwelling is placed on the lot.
 - A. Voting rights of members who are delinquent in paying assessments shall be suspended until delinquent assessments have been paid.
 - B. Any of the members who shall cause extra maintenance to be performed on the road through their use of the road which would include building construction, logging, or any activity that damages the road shall return the road to its condition prior to such activity or be assessed an extra amount as determined by a majority vote of the Roadway Association to include reasonable legal fees.
 - C. Members of this association are assessed 1/12 of the cost of the repair, maintenance or improvement of Clear View Lane and easements. The cost for each member shall be determined by dividing the cost by the number of lots owned and accessed by Clear View Lane.
 - D. If the interest of one of the parties hereto is divided, sold, or otherwise appointed, the new owners of the divided property shall each be liable for his proportionate share of the above-described expenses.

E. The Roadway Association by majority vote may impose such sanctions it sees fit, including partial or total restriction of the right to use the said easement described above and the imposition of fines upon any member delinquent in paying assessments, or who so damages or misuses the easement as to diminish their intended use by the Association and its members.

F. The Roadway Association by a majority vote may elect a President and Secretary who may collect such assessments as the Association has agreed upon and contract for the maintenance work to be done. The recipient of any maintenance, repair or improvement contracts must be a licensed bonded contractor registered in the State of Washington with proof of adequate insurance.

G. The Roadway Association can change or alter any section of the agreement when nine of the twelve members listed agree to do so.

DURATION AND EFFECT

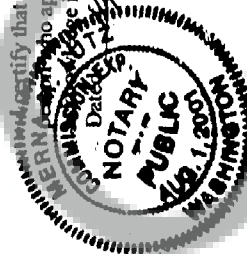
1. These grants of easements and this agreement are covenants running with the land of the parties described herein and the easements affected and created, shall not be construed as given to exclude the grantors or others later granted similar rights, and the rights and obligations provided for herein shall inure to the benefit of, and be binding upon, their heirs, successors and assigns of the parties.
2. The covenants contained in this agreement shall run with the land, shall be binding on and inure to the benefit of all parties having or acquiring any right, title or interest in any tract or parcel of land within the real property that is accessed by the Road Easement described herein.

STATE OF WASHINGTON)
COUNTY OF Grant) SS

I, the undersigned, do hereby certify that I know or have satisfactory evidence that Lee H. Smith is the person who appeared before me, and said person acknowledged that he signed this instrument and that he is free and voluntary act for the uses and purposes mentioned in this instrument.

Lee H. Smith

Melinda M. Smith
Notary Public in the State of Washington
Residing at Coeur d'Alene
My appointment expires: 11/1/01



STATE OF WASHINGTON)
COUNTY OF Blaine) SS

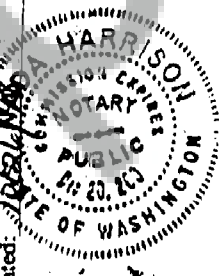
I certify that I know or have satisfactory evidence that ELTON D. NEAD and PATRICIA L. NEAD are the persons who appeared before me, and said persons acknowledged that they signed this instrument acknowledge it to be of their free and voluntary act for the uses and purposes mentioned in this instrument.

Elton D. Nead

Patricia L. Nead

Dated: 10/24/00

Natasha Harrison
Notary Public in the State of Washington
Residing at: Coeur d'Alene
My appointment expires: 12-30-2000



STATE OF WASHINGTON
COUNTY OF Pacific) SS

I certify that I know or have satisfactory evidence that Terry Ryan President of
ALPINE QUALITY CONSTRUCTION SERVICES INC. 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 this instrument.

Dated: 10-26-98

Nada Harrison Nadatharrison
Notary Public in the State of Washington
Residing at: Oysterville
My appointment expires: 12-20-2000

