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BOOK 190 PAGE 477

RETURN ADDRESS:

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BY Stephen & Gina Chambers

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O'Dowry

GARY H. OLSON

Please Print or Type Information.

Document Title(s) or transactions contained therein:

1. Road Maintenance Agreement
- 2.
- 3.
- 4.

GRANTOR(S) (Last name, first, then first name and initials)

1. Chambers, Stephen M. et al
- 2.
- 3.
- 4.

☐ Additional Names on Page _____ of Document.

GRANTEE(S) (Last name, first, then first name and initials)

1. Public, The
2. SAG Short Plat
- 3.
- 4.

☐ Additional Names on Page _____ of Document.

LEGAL DESCRIPTION (Abbreviated: i.e., Lot, Block, Plat or Section Township, Range, Quarter/Quarter)

Lots 1, 2, 3, & 4 SAG Short Plat Vol 3 Pg 284

☐ Complete Legal on Page _____ of Document.

REFERENCE NUMBER(S) Of Document assigned or released:

Vol 117 Pg 220 AF 108481 1/3/90

☐ Additional Numbers on Page _____ of Document.

ASSESSOR'S PROPERTY TAX PARCEL/ACCOUNT NUMBER

3-8-21-2-800, 813, 825 & 826

☐ Property Tax parcel ID is not yet assigned.

☐ Additional Parcel Numbers 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.

ROAD MAINTENANCE AGREEMENT
For Wildwood Lane
(Private)

PARTIES:

The parties to this agreement shall be the property owners, easement owners, contract purchasers, or others having an interest in any of the lots in the following described real property:

The S & G Short Plat, accessed by a private road, commonly known as Wildwood Lane, and located at Carson, Washington, in the Southeast Quarter (SE 1/4) of the Northwest Quarter (NW 1/4), of Section 21, Township 3 North, Range 8 East of the Willamette Meridian, County of Skamania, State of Washington.

PURPOSE:

The purpose of this agreement is to provide for the maintenance and snow removal of a private road in the S & G Short Plat as described above. The only road to be maintained under this agreement is the one that is the only legal means of ingress and egress to two or more parcels of land. A road serving a single lot or parcel of land is hereby construed to be a driveway and not a road to be maintained under the terms of this agreement. This agreement supersedes the Road maintenance Agreement recorded in Book 117, at Page 220, records of Skamania County Auditor Deeds.

AGREEMENT:

1. **Maintenance of Roadway:** The parties agree that said roadway shall be maintained. The surface of said roadway shall be maintained, constructed or reconstructed in the manner agreed upon by the parties so as to allow free and reasonable

passage of such vehicular traffic as may be reasonable and necessary for the full and free use of the property as described above.

2. Procedure for Work Order: In the event the owner(s) of a parcel of land, included within the land described above shall desire to have maintenance work done on said roadway at common expense, he or she shall circulate a written notice by certified mail to all the parties hereto explaining the nature of the work desired, the expected costs thereof, and calling for a meeting of all the parties hereto not sooner than two (2) weeks from the date of mailing of the said notice. If a quorum of the parties hereto meet, the work requested may be ordered if two-thirds (2/3) of the quorum vote to approve the work and order the work to be done. Paving of the road may only be approved with equal assessment with a one hundred percent (100%) vote of the owners.

3. Annual Contribution: Each party hereto shall contribute forty dollars (\$40.00) annually toward maintenance of the road fund commencing January 1, 2000.

The monies contributed shall be deposited in a separate savings account at a bank agreed to by the parties hereto. Said monies shall be used for maintenance and other costs of administration of this agreement.

A treasurer, who shall be a party hereto, shall be elected by the parties hereto on an annual basis and service for a twelve (12) month period from the date of election. Withdrawals from said savings account shall be allowed only on the signature of the treasurer AND the signature of one other party hereto.

4. Maintenance of Roadway: In addition to the annual contribution, each party hereto shall contribute equally as agreed upon by the vote of two-thirds (2/3) or more of a quorum of the parties hereto for costs of maintenance of the roadway. Said additional contribution toward road maintenance shall be made promptly upon completion of work done under the conditions as set forth above in procedure for Work Order. Any parties to this agreement wishing to improve or maintain said roadway at a

cost greater than agreed upon by said quorum may do so under separate agreement or with the written consent of all parties hereto.

5. Extraordinary Use and Costs: In the event the owner(s) of parcels of land affected by this agreement should by their use of said roadway cause more than ordinary wear and tear to the roadway, the individual(s) subjecting the roadway to such extraordinary use shall have the obligation to repair such roadway to the condition existent prior to such use and all expenses therefrom shall be borne by such individual.

6. Voting Rights: One voting right shall exist for each lot served by a road as defined above.

7. Quorum: A quorum shall exist when fifty percent (50%) or more of the total of voting rights are represented.

8. Running With the land: The provisions of the road maintenance agreement are to run with said land and as set forth below, and be binding upon the parties hereto, their heirs, grantees, assignees and successors.

BINDING EFFECT AND ENFORCEMENT

1. Binding Effect: The rights and obligations set forth above shall inure to and be binding upon the heirs, successors, grantees or assigns of the parties hereto and shall constitute a covenant running with the parcels of real estate affected hereby until terminated by operation of law or by a one hundred percent (100%) vote of the parties.

2. Enforcement: Such assessments as shall be made shall be secured by a continuing lien upon the property against which the assessment is made. Any assessments which are not paid when due shall be delinquent. If the assessment is not paid within thirty (30) days after the due date, the assessment shall bear interest from the date of delinquency at the rate of twelve percent (12%) per annum. Any party to this

agreement may bring an action at law or in equity against the owner personally obligated to pay the same or to foreclose the lien against the property. Interest, costs, expenses and reasonable attorney's fees of any such action shall be added to the amount of such assessments provided for herein by abandonment of his or her lot.

Any party to this agreement may bring an action at or in equity against the owner personally obligated regarding a breach of any of the above covenant. Costs, expenses and reasonable attorney's fees of any such action shall be recoverable.

DATED this 18th day of June, 1999.

Stephen M. Chambers
Gina L. Chambers

STATE OF WASHINGTON)
) Ss.
County of Skamania)

On this day personally appeared before me Stephen M. Chambers
and Gina L. Chambers, to me known to be the individual(s) described in
and who executed the within and foregoing instrument, and acknowledged that they
signed the same as their free and voluntary act and deed, for the uses and purposes
therein mentioned.

GIVEN under my hand and official seal this 18th day of June, 1999.



(Signature) Peggy B. Lowry
(Print Name of Notary) Peggy B. Lowry
Notary Public in and for the State of Washington,
Residing at Carson

My Commission expires: 2/23/03