

141947

BOOK 213 PAGE 280

RETURN ADDRESS:

Louis Morissette
3331 SKye Rd
Washouga WA
98671

FILED FOR RECORD
SKAMIA CO. WASHBY *Louis Morissette*

AUG 8 2 59 PM '01

W. J. M. OLSON
AUDITOR
GARY M. OLSON

Please Print or Type Information.

Document Title(s) or transactions contained therein:

1. Road Maintenance AGREEMENT
2. ** Rerecord To Remove 4 Wheel Drive
3. _____
4. _____

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

1. Louis P. Morissette
2. Diane E. Morissette
3. _____
4. _____

☐ Additional Names on Page _____ of Document.

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

1. The Public
2. _____
3. _____
4. _____

☐ Additional Names on Page _____ of Document.

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

South 1/2 of S.W. 1/4 of S.E. 1/4 - S1/2 - S1/2 - SE1/4 - SE1/4
Sec 30 T 2N R5 E.W.M

☐ Complete Legal on Page _____ of Document.

REFERENCE NUMBER(S) Of Document assigned or released:

AF 139707
Vol 204 Page 520

☐ Additional Numbers on Page _____ of Document.

ASSESSOR'S PROPERTY TAX PARCEL/ACCOUNT NUMBER

☐ Property Tax parcel ID is not yet assigned. 02 05 30 00 1801 00

☐ Additional Parcel Numbers on Page _____ of Document. 1-5-01

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.

139707

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Lou Morisette
3331 SKYE RD
WASHOUGAL WA 98671

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BOOK 204 PAGE 520

FILED FOR RECORD
SKAGHANIA CO. WASH.
BY Lou Morisette

Nov 20 10 51 AM '00

AMORSE
AUDITOR
GARY M. OLSON

BOOK

PAGE

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. Louis P. Morisette

2. Diane E. Morisette

3.

4.

☐ Additional Names on Page _____ of Document.

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1. The Public

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South 1/2 of S.W. 1/4 of S.E. 1/4 - S.W. 1/4 - S.E. 1/4
SEC 30 T. 2N R. 5 EWM☐ Complete Legal on Page _____ of Document.

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02 05 30 00 1801 00

11-20-00 1-8-01

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.

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ROAD MAINTENANCE AGREEMENT for No Name Lane and ~~4th Street Drive~~

PROPERTY AFFECTED: The South one-half of the Southwest one-quarter of the Southeast one-quarter;
EXCEPT the West 456.40 feet;
AND ALSO the South one-half of the South one-half of the Southeast one-quarter of the Southeast one-quarter;
ALL being in Section 30, Township 2 North, Range 5 East of the Willamette Meridian;
AND ALSO easements recorded in Book 149, Page 285 and Book 68, Pages 211-213.

San. D.M. 8-8-2001

Road Maintenance: The lots with building permits and/or occupancy permits are responsible for maintenance of the No Name Lane and ~~4th Street Drive~~. If only one building or occupancy is on the road, then that lot is responsible for the maintenance of the road from their access point to the County Road. However, any lots using the road for logging or other activities will return the road to its original condition. As residences are added to said Roads, these lots will be responsible for maintenance. The percentage of maintenance is calculated by taking the distance from the County Road to the respective driveway as the numerator and the sum of the current road users' access distances as the denominator. The shared driveway between Lots 1 and 2 and also Lots 3 and 4 of the Morissette Short Plat will be maintained separately by said lots, but by using the same formula as above (i.e. the distance from the West line of Lot 1 to the driveway as the numerator and sum of the two as the denominator). The Owners shall be responsible for maintaining and repairing all access roads within the Property to and from the existing public road currently known as Huckins-Bushman Road in good, passable condition under all traffic and weather conditions to the standard existing at the time of recording this Agreement. The Owners shall form an association for the administration of the maintenance and repairs at any time that it becomes necessary to perform such maintenance or repairs at a meeting attended by a majority of the homeowners, defined above, either in person or by proxy. At any meeting, the Owner shall be entitled to one vote for each home. Written notice of any meeting shall be sent by any Owner or their agent to all Owners not less than twenty (20) nor more than forty (40) days in advance of such meeting; PROVIDED HOWEVER, in the event of an emergency which threatens the existence of any access road and safe passage over the same, such advance notice may be deemed waived and minimum action necessary to deal with any emergency taken in good faith may be taken at a meeting attended by a majority of the Owners. At any meeting, the Owners shall initially appoint a committee responsible for determining the necessary maintenance or repairs, and the costs thereof, securing bids, and reporting such information to the Owners at a subsequent meeting. The approval of maintenance or repairs shall be based upon the affirmative vote of the Homeowners of a simple majority either in person or by proxy. The committee shall be responsible for collecting the allocated costs from the Owners within thirty (30) days of the vote approving the maintenance or repairs, and any amounts not timely paid shall accrue interest at the rate of twelve percent (12%) per annum or the highest legal rate allowed within the State of Washington if twelve percent (12%) exceeds such legal rate. The costs to maintain or repair the access roads provided for herein, together with accrued interest, shall be a charge upon any Owner's Lot who fails to pay his allocated portion as well as the personal obligation of such Lot Owner, including the recovery of any attorney fees and legal costs incurred with or without the filing of a lawsuit, and any Lot Owner on behalf of the other Owners may bring an action at law to recover all amounts due, including reasonable attorney fees and legal costs incurred, or may bring an action to foreclose the lien held against the Lot. Each Lot owner agrees to be solely responsible for any repairs necessary to any access road which are caused as a result of the use of any heavy equipment used to construct or improve a dwelling or other structure, or remove any timber.

Binding Effect: All present and future owners or occupants of Lots shall be subject to and shall comply with the provisions of this Road Maintenance Agreement as it may be amended from time to time. The acceptance of a deed or conveyance or the entering into occupancy of any Lot shall constitute an agreement that the provisions of this

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Road Maintenance Agreement are accepted and ratified by such Owner or occupant, run with the land, and shall bind any person having at any time any interest or estate in such Lot, as though such provisions were recited and stipulated at length in each and every deed and conveyance or lease thereof.

IN WITNESS WHEREOF, the undersigned have caused this Road Maintenance Agreement to be executed this 20th day of November, 2000.

BY: Louis P. Morissette
Louis P. Morissette

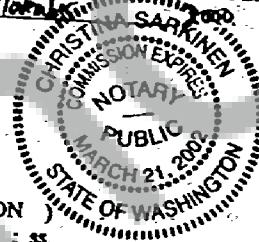
BY: Diane E. Morissette
Diane E. Morissette

STATE OF WASHINGTON)

County of Clark)

I, the undersigned Notary Public, hereby certify that I know or have satisfactory evidence that Louis Morissette is the person who appeared before me, and he/she executed the foregoing instrument and acknowledged it to be his/her own free and voluntary act for the uses and purposes mentioned in the instrument.

IN WITNESS THEREOF, I have hereunto set my hand and affixed my official seal this 20th day of November, 2000.



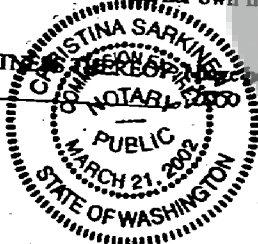
Christine Sarkinen
NOTARY PUBLIC in and for the State
of Washington residing at Bash Prairie, WA
My appointment expires March 21, 2002

STATE OF WASHINGTON)

County of Clark)

I, the undersigned Notary Public, hereby certify that I know or have satisfactory evidence that Diane Morissette is the person who appeared before me, and he/she executed the foregoing instrument and acknowledged it to be his/her own free and voluntary act for the uses and purposes mentioned in the instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal this 20th day of November, 2000.



Christine Sarkinen
NOTARY PUBLIC in and for the State
of Washington residing at Bash Prairie, WA
My appointment expires March 21, 2002