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BOOK 216 PAGE 574

Ramona Bennett
P.O. Box 334
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FILED
S
Planning Dept
Nov 6 4 05 PM '01
J. Lawry
GARY E. OLSON

Document Title(s) or transactions contained herein:

Baars Short Plat Road Maintenance Agreement and Establishment of Road Users Association

GRANTOR(S) (Last name, first name, middle initial)

Bennett, Ramona

☐ Additional names on page _____ of document.

GRANTEE(S) (Last name, first name, middle initial)

Baars Short Plat

☐ Additional names on page _____ of document.

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

Southeast 1/4 of the Northwest 1/4 of Section 31, Township 2 North, Range 5 East Willamette Meridian

☐ Complete legal on page _____ of document.

REFERENCE NUMBER(S) of documents assigned or released:

Baars Short Plat, recorded in Volume 3, Page 396

☐ Additional numbers on page _____ of document.

ASSESSOR'S PROPERTY TAX PARCEL/ACCOUNT NUMBER

02-05-31-20-0700-00

☐ 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.

Reviewed
Indexed
Filed
Clerk
Recorder

**BAARS SHORT PLAT ROAD MAINTENANCE AGREEMENT
AND
ESTABLISHMENT OF ROAD USERS ASSOCIATION**

Association:

It is the purpose of this agreement to provide for the establishment of an association of owners of real property under the laws of the State of Washington.

The association shall conduct no business except that which is necessary or convenient to the implementation of the purpose of this agreement. The association may incorporate under the laws of the State of Washington applicable to Non-Profit Corporations upon the affirmative written ballots representing 40% or more of the voting rights.

Parties:

The parties of this agreement shall be the owners, contract purchasers and all others having any interest in the subject real property at this time and at all time hereafter.

Subject Real Property:

The real property subject to this agreement shall be those lands and lots lying in Skamania County, State of Washington, as more fully described as: Lots 1 through 4 of Baars Short Plat situate in W 1/2 NW 1/4, and SE 1/4 NW 1/4, all in Sec 31, T2N, R5E, W.M., Skamania County, Washington. Future lots created by short plat will be subject to this road agreement.

Covenants Running With the Land:

The provisions of this agreement shall constitute a covenant running with the subject lands and shall be binding upon all present owners, their heirs, successors and assigns. Provided, however, the same may be amended in any part or the whole thereof in the manner hereinafter provided or by operation of law.

Purpose:

It is the purpose of this agreement to provide for the maintenance and snow removal on the private access road, known as Baars Hollow Road (private road) as shown on Baars short plat. The only road to be maintained under this agreement is the one that is the only legal means of ingress and egress to Lots 1 through 4. Speed limits may be set by unanimous vote. Private driveways are not maintained by this agreement and are the responsibility of the land owner.

Voting Rights:

In all matters relating to the subject matter of this agreement there shall be allowed to each lot one vote and the owner(s) of multiple lots shall be entitled to cast multiple votes accordingly. The right to vote a share shall be hereafter referred to as a "voting right" or a "ballot". Owner(s) shall refer to a person or persons who qualify to vote.

Secretary:

The owners of lots shall appoint a Secretary by majority vote who must reside on a permanent basis within the subject property. It shall be the duty of the Secretary to receive and keep all records of the association. The Secretary shall be charged with the safekeeping of the funds and other property of the Association. The initial Secretary shall be Mona Bennett who shall serve until her successor shall be elected.

Records and Funds:

The landowners shall establish an account at a reputable bank or financial institution designated as Account for the deposit and disbursement of all funds for the maintenance of the road. Each landowner shall contribute to this account on such dates as the landowners may from time to time unanimously decide upon, but in any event, no less often than annually. The Secretary will administer such account, provided, however, that at least two landowners shall be named on the account.

Maintenance of Roadway:

The parties agree that the roadway shall be maintained, constructed and reconstructed in the manner to be agreed upon by the parties as hereinafter provided so as to allow free and reasonable passage of such vehicular traffic as may be reasonably convenient to the full use and enjoyment of all parties and their invited guests and service providers. Such maintenance shall consist of, at minimum, the annual filling of all potholes, ruts, gullies, etc. that restrict travel on said road, rocking or graveling and grading of the road as the landowners unanimously desire.

Disbursement of Funds:

Upon agreement of a majority of the landowners to perform maintenance on Baars Hollow Road, (private road), funds for road maintenance shall be disbursed within thirty(30) days of billing to any provider of road maintenance service or materials by the landowner designated as Secretary.

Method of Assessing Costs:

Costs for the road maintenance described herein shall be assessed equally among all landowners served by said private road, regardless of lot size. Annual assessments, and/or special assessments shall as adopted by resolution of the owners and shall be due and payable as therein provided. The assessments and/or special assessments shall become a lien on each of the lots within the subject property who are declared by the Secretary to be in default upon the recordation of the resolution with the office of the Auditor of Skamania County.

Special Assessments:

Special assessments against any owner(s) shall only be levied in those cases where as a direct and proximate consequence of the act or omission of such owners, or those under their control, have caused substantial damage to the road. Special assessment against any owner(s) shall be levied only upon the affirmative vote of 60% of the ballots cast at a meeting.

If the road is substantially damaged by the activities of one landowner (including his and/or her guests, employees or agents), that landowner shall be responsible for repairing the damage at his own expense.

Default in Payment:

In the event that owners fail to pay the annual or special assessments within 60 days of mailing notice of such assessment and amount due then the Secretary shall file a copy of the Resolution together with a notice of the default as shall be applicable to the respective lots and lot owners.

In the event that payment is not received then the Secretary may bring suit for the foreclosure of the respective assessment and in addition to any money judgment for the amounts due the court shall allow attorneys fees, expenses and costs reasonably incurred by the party most substantially prevailing in such action.

Severability:

If any provision of this agreement is held invalid for any reason, the remainder of this agreement is not affected.

Ramona A. Bennett Owner

Owner

State of Washington
County of Skamania)ss



On this day personally appeared before me Ramona A. Bennett, to me known to be the individual(s) described in and who executed the within and acknowledged to me that she signed the same as her free and voluntary act and deed for the purposes therein mentioned.
Given under my hand and official seal this 15th November 2000
Notary Public in and for the State of Washington residing at Carson
My commission expires 2/23/03