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Return Address:

Gerald A. Barnes  
62 Desolation Road  
Stevenson, WA 98648

FILED IN RECORD  
SKAMANIA CO. WASH  
BY SKAMANIA CO. CLERK

MAR 11 12 30 PM '02

*P. Lowry*  
NOTAR

J. MICHAEL GARVISON

ROAD MAINTENANCE AGREEMENT

For  
Desolation Road and Borups Spur

Grantors: Wind Mountain Development LLC (tax parcels No.'s 03 08 26 00 0512 and 03 08 26 00 0513) and Gerald A. Barnes (tax parcel # 03 08 26 00 0501)

Grantees: Gerald A. Barnes (tax parcel # 03 08 26 00 0501); Lot 2 (tax parcel # 03 08 26 00 0512) and lot 3 (tax parcel # 03 08 26 0513) of Robert Barnes Home Valley Short Plat #5 recorded at Book 2 of Short Plats page 196 in Skamania County Records and James P. and Linda S. Borup, Husband and Wife (Home Valley parcel; Deed recorded at Book 110 and Page 753 of Skamania County Records.)

The landowners of lots served by Desolation Road and Borups Spur roads [The easement of said roads is recorded at Book 1, B.A. and Page 19 of the records of Skamania County, Washington.] agree to provide for the maintenance of Desolation Road and Borups Spur road as follows:

A. TYPE AND FREQUENCY OF MAINTENANCE.

On, or about June 1 of each year the owners of lots served by these roads shall meet to determine what maintenance is required to keep Desolation Road and Borups Spur road in good usable condition as determined by a majority of votes, with each lot having one vote.

B. METHOD OF ASSESSING COSTS.

Costs for road maintenance shall be prorated according to that portion of the road used by each parcel, divided by the number of parcels using that portion of the road. Suppose, for example, that a lot uses 150 feet of one of the roads, and the total length of the road is 1500 feet, and there are 5 lots using that part of the road. Then that lot's portion of the total maintenance costs for that road are 1/10 (proportion of total length) divided by 5 (number of lots using that portion of the road), or 1/50 of the total cost for maintaining the road.

C. METHOD OF COLLECTION.

The landowners shall establish a fund and appoint a treasurer to collect such funds as they decide, by majority vote, are necessary for the proper maintenance of Desolation Road and Borups Spur. The landowners shall also decide, by majority vote, when such funds are to be paid to the Treasurer.

D. DISBURSEMENT OF FUNDS.

The Treasurer shall disburse funds for approved road maintenance within thirty (30) days of receipt of billing by the provider of said maintenance.

E. DAMAGE LIABILITY.

If one of the landowners (including, but not limited to, their guest, employees or agents) inflicts damage to the road, other than normal wear and tear, that landowner is solely responsible to pay for the cost of repairing that damage to the road.



**F. NON-PAYMENT OF COSTS - REMEDIES**

Any landowner who becomes more than thirty days delinquent in the payment of funds due under this agreement shall pay a late fee of \$1.00 per day to the road maintenance fund. Twenty one (21) days after written notice of delinquency to the landowner, any, or all, of the landowners shall be entitled to seek any remedy available at law for money owed. The prevailing party in such a lawsuit shall be entitled to a judgment against the non-prevailing party for all attorney's fees and costs incurred in such action. The prevailing party shall also be entitled to attorney's fees or costs incurred in the collection of money owed, either before, or after the suit is filed.

**G. APPURTENANCE TO THE LAND**

This agreement shall be binding on all heirs, successors and/or assigns of any landowner and shall be appurtenant to the parcels of land described herein.

**H. SEVERABILITY**

If any provision of this agreement is held to be invalid for any reason, the remainder of this Agreement shall remain in full force and effect.

Gerald A. Barnes

Gerald A. Barnes,

Landowner

Gerald A. Barnes for Wind Mountain

Gerald A. Barnes for Wind Mountain Development LLC, Landowner

James P. Borup

James P. Borup

Landowner

Linda S. Borup

Linda S. Borup

Landowner

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STATE OF WASHINGTON  
COUNTY OF SKAMANIA

On this day personally appeared before me James R. Copeland, Jr. and Linda S. Belsho me  
Known as the individual(s) described in and who executed the within and foregoing instrument  
And acknowledge that they signed the same as their free and voluntary act and deed, for the uses  
And purposes therein stated.

Given under my hand and official seal this 22 day of February, 2002.

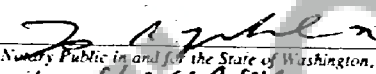
Notary Public  
State of Washington  
JAMES R COPELAND, JR.  
MY COMMISSION EXPIRES  
September 13, 2003


[Signature]  
NOTARY PUBLIC in and for the  
State of Washington, residing at

Sevenson

My commission expires 9-13-03



STATE OF WASHINGTON, } County of <u>Skamania</u> } ss	ACKNOWLEDGMENT - Individual
On this day personally appeared before me <u>Gerald A. Barnes</u>	
to be the individual(s) described in and who executed the within and foregoing instrument, and acknowledged that <u>he</u>	
signed the same as <u>his</u> free and voluntary act and deed, for the uses and purposes therein mentioned.	
GIVEN under my hand and official seal this <u>26</u> day of <u>February</u> , <u>2002</u>	
<div style="border: 1px solid black; padding: 5px; text-align: center;"> <b>Notary Public</b>  <b>State of Washington</b>  <b>JAMES R COPELAND, JR</b>  <b>MY COMMISSION EXPIRES</b>  <b>September 13, 2003</b> </div>	<div style="text-align: center;">   <small>Notary Public in and for the State of Washington, residing at <u>Steverson</u></small> </div> <p>My appointment expires <u>9-13-03</u></p>

STATE OF WASHINGTON, } County of _____ } ss	ACKNOWLEDGMENT - Corporate
On this _____ day of _____, 19____, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared _____	
_____ and _____ to me known to be the _____	
_____ President and _____ Secretary, respectively, of _____	
_____ the corporation that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that _____	
authorized to execute the said instrument and that the seal affixed (if any) is the corporate seal of said corporation.	
Witness my hand and official seal hereto affixed the day and year first above written.	
<div style="text-align: center;">   <small>Notary Public in and for the State of Washington, residing at _____</small> </div> <p>My appointment expires _____</p>	
WA-46A (11/96)	

This jurat is page \_\_\_\_\_ of \_\_\_\_\_ and is attached to \_\_\_\_\_ dated \_\_\_\_\_

STATE OF WASHINGTON, }  
County of Skamania } ss. ACKNOWLEDGMENT - Individual

On this day personally appeared before me Gerald A. Barnes to me known  
to be the individual(s) described in and who executed the within and foregoing instrument, and acknowledged that he  
signed the same as his free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 1 day of March, 2002

**Notary Public**  
**State of Washington**  
**JAMES R COPELAND, JR**  
**MY COMMISSION EXPIRES**  
**September 13, 2003**

[Signature]  
Notary Public in and for the State of Washington,  
residing at Steverson

My appointment expires 9-13-03

STATE OF WASHINGTON, }  
County of \_\_\_\_\_ } ss. ACKNOWLEDGMENT - Corporate

On this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, before me, the undersigned, a Notary Public in and for the State of  
Washington, duly commissioned and sworn, personally appeared \_\_\_\_\_  
and \_\_\_\_\_ to me known to be the  
\_\_\_\_\_  
President and \_\_\_\_\_ Secretary, respectively, of \_\_\_\_\_  
the corporation that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary  
act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that \_\_\_\_\_  
authorized to execute the said instrument and that the seal affixed (if any) is the corporate seal of said corporation.

Witness my hand and official seal hereto affixed the day and year first above written.

\_\_\_\_\_  
Notary Public in and for the State of Washington,  
residing at \_\_\_\_\_

My appointment expires \_\_\_\_\_

WA-46A (11/96)

This jurat is page \_\_\_\_\_ of \_\_\_\_\_ and is attached to \_\_\_\_\_ dated \_\_\_\_\_