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BOOK 222 PAGE 89

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AUDITOR

J. MICHAEL GARVISON

AFTER RECORDING MAIL TO:

Name RANAE ALLEN

Address PO BOX 262

City/State NORTH BONNEVILLE, WA 98639

S.C.T.C. 24408

Document Title(s): (or transactions contained therein)

1. HOMEOWNERS ROAD MAINTENANCE AGREEMENT
- 2.
- 3.
- 4.



First American Title
Insurance Company

Reference Number(s) of Documents assigned or released:

☐ Additional numbers on page _____ of document

Grantor(s): (Last name first, then first name and initials)

1. ALEXANDRA LYNCH
2. JOHN LAGRANDE
3. RANAE ALLEN
4. HENRY STEPHENS

5. ☐ Additional names on page _____ of document

Grantee(s): (Last name first, then first name and initials)

1. ALEXANDRA LYNCH
2. JOHN LAGRANDE
3. RANAE ALLEN
4. HENRY STEPHENS

5. ☐ Additional names on page _____ of document

Abbreviated Legal Description as follows: (i.e. lot/block/plat or section/township/range/quarter/quarter)

LOTS 1, 2, 3, 4, 5 and 6 GREEN ACRES SUBDIVISION

☐ Complete legal description is on page _____ of document

Assessor's Property Tax Parcel / Account Number(s):

02-07-20-0-0-0209-00	02-07-20-0-0-0218-00
02-07-20-0-0-0216-00	02-07-20-0-0-0219-00
02-07-20-0-0-0217-00	02-07-20-0-0-0220-00

NOTE: The auditor/recorder will rely on the information on the form. The staff will not read the document to verify the accuracy or completeness of the indexing information provided herein.

HOMEOWNERS ROAD MAINTENANCE AGREEMENT

THIS AGREEMENT made this 15th day of December, 1996, for the purpose of establishing a policy and procedure for maintenance of Park Lane Road and Park Lane Place, private roads common to the parcels of property described herein and between the owners of record, hereinafter referred to as the "Owners", of the following described parcels of real property located in Skamania County, Washington and describes as:

Lots 1, 2, 3, 4, 5, and 6 of Green Acres Subdivision.

The property owners agree to provide for the maintenance of the private roads common to the above described real property as follows:

A. TYPE AND FREQUENCY OF MAINTENANCE.

That the roads designated as private roads shall be maintained in as satisfactory and useable condition as is practical. Said maintenance shall consist of, at minimum, the annual filling of all potholes, ruts, gullies, etc. that restrict travel on said roads, rocking or graveling and grading of said roads as the property owners unanimously desire, and the provision of trenching along the sides of said roads to provide for surface water runoff, where necessary and deemed appropriate by the property owners.

B. SNOW REMOVAL

That the roads designated as private roads shall have the snow removed to facilitate access for fire and medical vehicles. Snow removal shall be authorized by the consent of any three property owners.

C. METHOD OF ASSESSING COSTS.

Costs for the road maintenance described herein shall be assessed equally among all property owners served by said roads, regardless of lot size.

D. METHOD OF COLLECTION.

The property owners shall establish an account at a reputable bank or financial institution designated as Green Acres Homeowners Road Maintenance Account for the deposit and disbursement of all funds for the maintenance of the roads. Each property owner, unanimously decide upon, but in any event, no less often than annually. The property owners shall designate three trustees among them to administer such account. One of the trustees will also be designated as the Treasurer to maintain the account. The property owners designated on the account may be changed at any time by a seventy-five (75) percent majority vote of the property owners. Any additional funds needed to cover the cost of maintenance or snow removal above the amount available in the account shall be assessed equally among all the property owners. This emergency assessment may only be authorized by a unanimous vote of the property owners.

RECORDER'S NOTE:
NOT AN ORIGINAL DOCUMENT

E. DISBURSEMENT OF FUNDS.

Upon agreement of a seventy-five (75) percent majority of the property owners to perform maintenance on the private roads, funds for road maintenance shall be disbursed within thirty (30) days of billing to any provider of road maintenance service or materials. Funds from the Green Acres Homeowners Road Maintenance Account must be authorized by two of the three trustees.

F. NON-PAYMENT OF COSTS - REMEDIES.

Any property owner who becomes delinquent in the payment of funds under this agreement for a period of thirty (30) days or more shall contribute a late penalty of \$1.00 per day to the road maintenance account for each day of delinquency. After ten (10) days written notice to the property owner, any or all of the other property owners shall be entitled to seek any remedy available at law including a suit for money owed. The prevailing party in such a lawsuit shall be entitled to a judgement against the non-prevailing party for all attorney's fees and costs expended in such action. The prevailing party shall also be entitled to attorney's fees or costs incurred as a result of any action undertaken in the collection of money owed, either before or after suit is filed.

G. APPURTENANCE TO THE LAND.

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

H. SEVERABILITY.

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

Lot 1	<u>Alexandria Lynch</u>	Owner
Lot 2	<u>John D. Landon Jr.</u>	Owner
Lot 3	<u>[Signature]</u>	Owner
Lot 4	<u>Henry Stephens</u>	Owner (7 sub-owners)
Lot 5	_____	Owner
Lot 6	_____	Owner