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FILED AND RECORDED
SMA
Planning Dept
OCT 14 4 45 PM '02
J. MICHAEL J. VISION

Dale R. Lewis
34120 NW Norstar Ranch Road
Ridgefield, Washington 98642

Lewis Short Plat as recorded in Book 3 on page 415
Skamania County Washington

Assessor's Tax Parcel No.: 02-05-33-0-0-0101-00

A. The undersigned is the owner of a plat named **Lewis Short Plat**, located in a portion of:
The Northeast quarter of the Northeast quarter of Section 33, Township 2 North, Range 5
East of the Willamette Meridian in the County of Skamania, State of Washington.

B. The real property owned by said party is subject to the Lewis Short Plat and is subject to
Declarations of Conditions, Reservations, and Restrictions for Carleton Heights, the terms of
which are incorporated by reference herein as though fully set forth.

1. **Acknowledgment of Responsibility for Road Maintenance.** **Lewis Short Plat** and its successors and assigns are responsible for the maintenance of the private roadway as set forth on the Lewis Short Plat.

2. **Agreement for Formation of Association.** In consideration of the recitals above stated, the owner agrees to, and hereby does, form an association for the administration of maintenance and improvements of said roadway, according to the terms and conditions herein. The owner further agrees that this Agreement shall be binding on each and all of the heirs, successors, assigns, devisees, or real estate contract vendees of the properties to which an easement is appurtenant.
3. **Name of Association.** *Lewis Short Plat and its successors shall join in with the Carleton Heights Roadway Association in the maintenance of the roads.* These roads consist of Carleton Road, Lewis Trail and Joy Lane.
4. **Organization of Association.** The Association shall be organized as follows; (a) All owners of the affected real property described above, and Exhibit "A" who are vested in fee, and all owners of a life estate in said affected property, and all owners of the affected property whose fee interest is subject to a life estate, and all owners of adjacent property to which an easement may be granted over road or roads in the affected property, shall be members, excepting where such fee interest is subject to a real estate contract, which event the contract vendee of such contract shall be the member.
 - (b) There shall be one (1) member for each lot of real property described above and in Exhibit "A". If there is more than one (1) person who has an interest in such parcel and who is otherwise qualified to be a member, the member shall be selected in writing by a majority of the persons who have such an interest in such parcel. If no person is able to achieve a majority vote, there shall be no member as to such parcel until a person can be selected by a majority of the persons who are entitled to be a member and have such an interest in the particular parcel.
5. **Powers of Association.** The Association shall have the following powers;
 - (a) To collect assessments from its members for the maintenance of the roadway.
 - (b) To contract with suitably qualified persons, corporations, partnerships, or other business for the undertaking of projects to maintain or repair said roadway.
 - (c) To pay, from collected assessments, administrative costs, and the costs of any project undertaken in conformity with the powers and duties contained herein.
 - (d) To enforce any contract entered in conformity with the powers and duties contained herein, or to enforce or collect any assessment which has been validly assessed against any member according to the terms of this Agreement, or to protect its members from any breach of any fiduciary duty.
 - (e) To retain, accounting, or engineering advice pertaining to any project or suit under taken pursuant to the terms of this Agreement, and to disburse the costs thereof from collected assessments.
 - (f) To maintain, in its own name, interest bearing or non-interest bearing accounts with suitable financial institution for the safeguarding and disbursement of any assessments collected or money received.
 - (g) To take any reasonable action which is necessary to carry out the terms of this Agreement.

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7. **Binding on Heirs and Assigns.** The provisions of this agreement shall be binding upon the respective heirs, transferees, personal representatives, and assigns of the parties and shall constitute obligations of the parties' successors in interest in the real property affected hereby. This Agreement shall run with the property described herein and shall touch and concern such property.

IN WITNESS WHEREOF, I have placed my hand and seal this ____ day of August, 2002

By Dale R. Lewis
Dale R. Lewis

STATE OF WASHINGTON)

County of Skamania

On this day personally appeared before me Dale R. Lewis, to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged to me 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 27 day of June, 2002



Cindy L. Loranger
NOTARY PUBLIC in and for the State of
Washington, residing at Vancouver
My commission expires: 10-15-05