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BOOK 230 PAGE 321

Return Address:

Planning Department

FILED FOR RECORD
SEAL
BY *Planning Dept*
Oct 9 11 13 AM '02
Larry
J. MICHAEL WILSON

Document Title(s) or transactions contained herein:	
Roadway Association Maintenance Agreement	
GRANTOR(S) (Last name, first name, middle initial)	
Smith, Lee H. Ryan, Terry N.	
<input type="checkbox"/> Additional names on page _____ of document.	
GRANTEE(S) (Last name, first name, middle initial)	
Bridge View Heights	
<input type="checkbox"/> Additional names on page _____ of document.	
LEGAL DESCRIPTION (Abbreviated: i.e., Lot, Block, Plat or Section, Township, Range, Quarter/Quarter)	
SE4 Sect 25 T3N R7EWM	
<input type="checkbox"/> Complete legal on page _____ of document.	
REFERENCE NUMBER(S) of Documents assigned or released:	
Vol B Pg 113	
<input type="checkbox"/> Additional numbers on page _____ of document.	
ASSESSOR'S PROPERTY TAX PARCEL/ACCOUNT NUMBER	
03-07-25-4-0-0205-00	
<input type="checkbox"/> Property Tax Parcel ID is not yet assigned	
<input type="checkbox"/> 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.	

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SKAMANIA COUNTY
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J. MICHAEL J. HANSON

ROADWAY ASSOCIATION MAINTENANCE AGREEMENT

PARTIES

The parties hereto are owners of individual tracts of real property adjacent to SANJEN DRIVE, a private road, which the parties maintain separate easements over for the purpose of ingress and egress and public utilities from BAKER Road. This 30-foot wide road easement is shown on BRIDGE VIEW HEIGHTS Subdivision number 14645 8/113.

The parties listed below agree to create a perpetual Roadway Association for maintenance, repair and improvement of SANJEN DRIVE road and utilities easement.

1. Lee H. Smith
2. Alpine Quality Construction Services Inc.

This agreement affects tax lots: 03-07-25-4-0-0205-00

ROADWAY ASSOCIATION

1. The members of this Roadway Association shall be the owners of the land within the real property as now owned and listed above. Said land for general purposes is located in the North 1/4 of the SE 1/4 of SECTION 25, T3N, R7E, W.M. Skamania County, Washington
2. Roadway maintenance, repair or improvement will be performed on any section of the road when needed or 1/4 majority of the voting members vote to do such improvement. This will include all Swale's for surface water drainage. The drainage swales within this area shall be perpetually maintained to provide their full capacity of drainage.
3. Each of the parcels owners listed as Parties shall be entitled to one vote whenever any maintenance, repair or improvement is considered. EXCEPT: The voting rights of any of the owners shall not commence until a residence dwelling is built or under construction on their property or unless they pay their percentage of the maintenance and said maintenance is optional until a dwelling is placed on the lot.
 - A. Voting rights of members who are delinquent in paying assessments shall be suspended until delinquent assessments have been paid.
 - B. Any of the members who shall cause extra maintenance to be performed on the road through their use of the road which would include building construction, or any activity that damages the road shall return the road to its condition prior to such activity or be assessed an extra amount as determined by a majority vote of the Roadway Association or Developer to include reasonable legal fees.
 - C. Members of this association are assessed equally the cost of the repair, maintenance or improvement of SANJEN LANE and easements. The cost for each member shall be determined by dividing the cost by the number of lots owned and accessed by SANJEN Lane.

- D. If the interest of one of the parties hereto is sold or otherwise appointed, the new owners of the property shall each be liable for his proportionate share of the above-described expenses.
- E. The Roadway Association by majority vote may impose such sanctions it sees fit, including partial or total restriction of the right to use the said easement described above and the imposition of fines upon any member delinquent in paying assessments, or who so damages or misuses the easement as to diminish their intended use by the Association and its members.
- F. The Roadway Association by a majority vote may elect a President and Secretary who may collect such assessments as the Association has agreed upon and contract for the maintenance work to be done. The recipient of any maintenance, repair or improvement contracts must be a licensed bonded contractor registered in the State of Washington with proof of adequate insurance.
- G. The Roadway Association or Developer can change or alter any section of the agreement when the majority members listed agree to do so.

DURATION AND EFFECT

1. These grants of easements and this agreement are covenants running with the land of the parties described herein and the easements affected and created, shall not be construed as given to exclude the grantors or others later granted similar rights, and the rights and obligations provided for herein shall inure to the benefit of, and be binding upon, their heirs, successors and assigns of the parties.
2. The covenants contained in this agreement shall run with the land, shall be binding on and inure to the benefit of all parties having or acquiring any right, title or interest in any tract or parcel of land within the real property that is accessed by the Road Easement described herein.

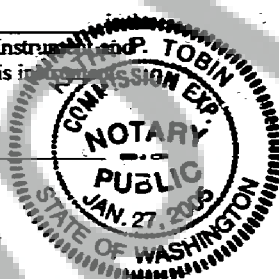
Lee H. Smith

Terry H. Ryan

STATE OF WASHINGTON
COUNTY OF Grant) SS

I certify that I know or have satisfactory evidence that Lee H. Smith
person who appeared before me, and said person acknowledged that he signed this instrument
acknowledge it to be his free and voluntary act for the uses and purposes mentioned in this instrument.
Dated: 9-13-02

Kathy P. Tobin
Notary Public in the State of Washington
Residing at Quincy, WA
My appointment expires: 01-27-05



STATE OF WASHINGTON
COUNTY OF Grant) SS

I certify that I know or have satisfactory evidence that Alpine Quality Construction Services Inc. Terry Ryan
is the person who appears before me, and said person acknowledges
that he signed this instrument and acknowledge it to be his free and voluntary act for the uses and purposes mentioned in this instrument. Dated: 9-13-02

Kathy P. Tobin
Notary Public in the State of Washington
Residing at Quincy, WA
My appointment expires: 01-27-05

