

Return Address:
Stephanie Huntington
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Washougal, Washington 98671

Road Maintenance Agreement for the roads Hoffman Rd (PVT) and Crispian Rd (PVT) in May Breslin Short Plat as recorded in Book _____ on Page AF2004154523 Skamania County, WA

Grantors: Dan Huntington, Thomas and Corrine Tucker, William H. Crispian
Grantees: Dan Huntington, Thomas and Corrine Tucker, William H. Crispian

Encumbering and benefiting parts or all of: the SE ¼ of the NW ¼, the SW ¼ of the NE ¼ and the NE ¼ of the SW ¼ Section 4, Township 1N, Range 5E Willamette Meridian Skamania County.

Assessor's Tax Parcel No.: 01-05-04-0-0-0801 and 01-05-04-0-0-0800

Declaration of covenant for private maintenance of short plat approved road.

The undersigned owners and developers covenant and agree that:

1. No signage or gates shall be permitted which would restrict or interfere with mutual use of said private road.

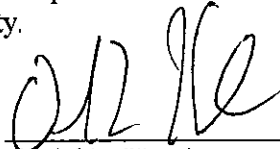
2. All landowners (including but not limited to, his or her guest, employees or agents) shall be entitled to reasonable private usage of the entire roadway. The private road shall be used for the common benefit of all landowners. If one of the landowners (including, but not limited to, his or her guest, employees or agents) inflicts damage to the road i.e. personally, or through having deliveries made (such as a truck making a delivery in wet weather), it is the sole responsibility of that landowner to pay for the cost of repairing the road.

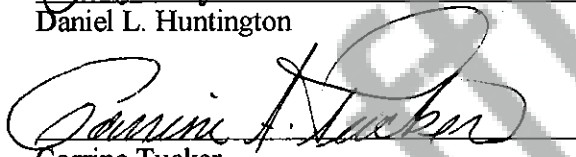
3. The landowners that are bound by this agreement shall meet at that property on the first of April of each year (or such a time and place as set by majority vote). Each year they shall:

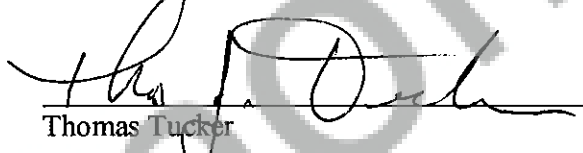
- a) decide what maintenance and repair work needs to be done the coming year
- b) decide who shall be in charge of arranging for the work to be done:
- c) appoint a treasurer to collect each landowner's share and to pay the bills.


4. In the event the parties are unable to agree as to any matters covered by this agreement, including specifically but not limited to the necessity for road repair or road maintenance work, the dispute shall be settled by a single arbitrator who shall direct any settlement he deems equitable under the circumstances. The arbitrator shall be appointed by the presiding Judge of Skamania County Superior court upon request of any party bound by this agreement. The decision may be enforced by any party bound by this agreement in any court of competent jurisdiction in Skamania County, Washington and the losing party shall pay all cost in connection therewith including reasonable attorney's fees in an amount to be set by the court.

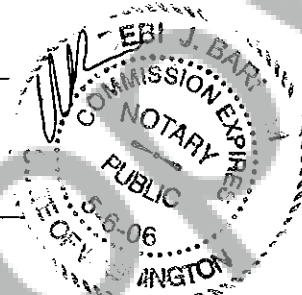
5. The private road easements within this subdivision are intended to be exclusive easements for access and utilities. All easements, unless otherwise noted, may not be used to serve adjacent properties except for parcel 01-05-04-0-0-800. If this adjacent parcel (0800) is divided in the future, all lots within this parcel along with the 4 short plat lots will share in road maintenance costs on an equal basis.
6.) Skamania County has no responsibility to build, improve, maintain, or otherwise service the private roads contained within or providing service to the above referenced property.


Daniel L. Huntington


Corrine Tucker


Thomas Tucker



William H. Crispien



STATE OF WASHINGTON COUNTY OF CLALLAM

On this day personally appeared before me Daniel L. Huntington, William H. Crispien, Corrine Tucker, and Thomas Tucker, to me known as the individuals described in and who executed the within and foregoing instrument and acknowledged 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 15th day
of JULY, 2003.


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