

After recording return to:

Robert Brown
302 Laurel Lane
Washougal, WA 98671

AMENDMENT TO ROAD MAINTENANCE AGREEMENT

This document amends and replaces, in its entirety, the Road Maintenance Agreement
Recorded under File No. 2005157513 on JUNE 3, 2005.

ROAD MAINTENANCE AGREEMENT

RUSHING WATER ESTATES Short Plat as recorded in Book at
Page , AF# 2005157512, AND

NORTHWATER ADDITION Short Plat as recorded in Book at Page ,
AF# 2005159148

Grantor: Robert Brown, 302 Laurel Lane, Washougal, WA 98671
Assessors Tax Parcel Numbers: 02-05-32-3-0-1101-00
and 02-05-32-3-0-1105-00

Whereas, Robert Brown is the owner of the following described real estate in
Skamania County, State of Washington

Lots 1,2,3,& 4 of the RUSHING WATER ESTATES SHORT PLAT, in
SW1/2SW1/4Sec32,T2N,R5E,W.M., Skamania County, Washington as shown
on the map thereof recorded in Book at Page of Short Plats on
6-3-2005, AF# 2005157512 records of Skamania County, AND

Lots 1,2,3,& 4 of the NORTHWATER ADDITION SHORT PLAT, in
SW1/2SW1/4Sec32,T2N,R5E,W.M., Skamania County, Washington as shown
on the map thereof recorded in Book at Page of Short Plats on
 , AF# 2005159148 records of Skamania County.

Whereas it is necessary and desirable that a declaration be made as to the maintenance, repairs and additional construction involving BROWN ROAD (Private) serving said lots. Costs for the road maintenance described herein shall be assessed equally among all landowners served by said private road, regardless of lot size or the distance from the entrance gate to each lot.

A. TYPE AND FREQUENCY OF MAINTENANCE.

That all 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 road, and resealing the blacktopped surface of the road as the landowners unanimously desire, and the trenching along the sides of said road to provide for surface water runoff, where necessary and deemed appropriate by all landowners.

B. METHOD OF ASSESSING COSTS.

Costs for the road maintenance described herein shall be assessed equally among all landowners served by said private road, regardless of lot size or distance from the entrance gate to each lot.

C. DISBURSEMENT OF FUNDS.

Upon agreement of a majority of the landowners to perform maintenance on a private road, funds for road maintenance shall be disbursed within thirty (30) days of billing to any provider of road maintenance service or materials by the landowner designated as Treasurer.

D. NON-PAYMENT OF COSTS-REMEDIES.

Any landowner 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 landowner, any or all the other landowners 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 judgment against the non-prevailing party for all attorney's fees or 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.

E. APPURTENANCE TO THE LAND.

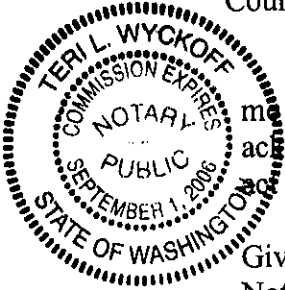
This agreement shall be binding on all heirs, successors or assigns of any land-owner and shall be appurtenant to the parcels of land herein described.

F. SEVERABILITY.

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

Robert M. Brown Owner
Owner

State of Washington
County of Shawano:ss



On this day personally appeared before me Robert M. Brown to me known to be the individual(s) described in and who executed the within and acknowledged to me that HE signed the same as HIS free and voluntary act and deed for the purposes therein mentioned.

Given under my hand and official seal this 3RD DAY OF OCTOBER, 2005
Notary Public in and for the State of WASHINGTON, residing at

STEVENSON
My commission expires 9-1-06.

Teri L. Wyckoff
TERI L. WYCKOFF