

**AFTER RECORDING MAIL TO:**

Name Gary and Susan Laddusaw  
Address 42 Hobbit Road  
City/State Washougal, WA 98671

28644

**Document Title(s)** (for transactions contained therein):

1. Hobbit Hill Community Association Agreement

**Reference Number(s) of Documents Assigned or released:**

**Grantor(s):** (Last name first, then first name and middle initial)

1. Susan and Gary Laddusaw
2. Dennis and Raylah Holm Brad and Sydney Stephens
3. John and Roby Sargent
4. Kevin and Melinda Bruzzone

[ ] Additional information on page of document

**Grantee(s):** (Last name first, then first name and middle initial)

1. Public
- 2.

[ ] Additional information on page of document

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

SEC 32 T2N R5E

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

02-05-32-2-0-0504-00

[ x ] Complete legal description is on page 5 of document

[ x ] I am requesting an emergency nonstandard recording for an additional fee as provided in RCW 36.18.010. I understand the recording, processing requirements may cover up or otherwise obscure some part of the text of the original document.

**Note:** 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 provided herein.

**HOBBIT HILL COMMUNITY ASSOCIATION**  
**Agreement**

Adopted: April 30, 2005

This agreement is entered into between the residents of Hobbit Hill Road, West Skamania County, Washougal, Washington

Hobbit Hill is a small community of home owners who are mindful of preserving their peaceful co-existence with each other as has been the case since 1989.

WHERE AS the Holm family (42 Hobbit Road) has been resident on the hill since 1989, it is agreed that they will assume the responsibility of facilitating the Hobbit Hill Community Association until such time that they move, or are no longer able to fulfill those responsibilities. It is agreed that a general agreement of the residents will determine their successor.

The following conditions are mutually agreed upon and will be followed by all residents of the Hobbit Hill Community. Changes can only be made by 100% agreement of the community:

**I. General Rules and Regulation.**

All residents agree to the following:

1. The Community Facilitator is responsible for providing documentation to each resident on how to program their individual gates codes into the system, purchasing additional gate openers, etc. The Community Facilitator is also responsible for maintaining the MASTER GATE CODE and receiving all gate issues.
2. Residents will communicate any gates problems to the Community Facilitator immediately. Facilitator will communicate back to residents in a timely matter regarding the status of any issues.
3. One code has been set up for SERVICE deliveries such as Federal Express, UPS, etc and residents agree to give only that code to similar types of services.
4. Each Lot in Hobbit Hill Community understands they have been given 3 codes for their personal use. Three codes are reserved for Services or special needs.
5. Residents agree to be selective in giving out their personal gate codes and understand that a code will have to be reprogrammed if use of their personal codes is abused.
6. Each resident is responsible for maintaining their own fence lines in good condition if they own any type of animals that are to be kept behind those fence lines, and and agree to keep same free of obstruction and debris on the easement sections of the Hobbit Hill road.
7. All Residents will share equally in the expense of maintaining normal wear and tear of the gate and paved road.

**II. Construction**

Each Home Owner is responsible for vendors who provide services to their homes. The gate is 14 feet high from pavement to bottom of top gate bar. Trucks must be measured with tires fully inflated prior to attempting to enter.

Residents agree to the following which include, but are not limited to:

1. Providing entrance and exit options for the vendors other than general service code or their personal gate codes.
2. If equipment is too tall, other arrangements MUST be made. If it is necessary to remove part of the gate entrance, home owner is responsible for hiring and paying a contractor to remove and replace any portion of the steel gate or frame to it's original or better condition than when the work was started.

III. Sales of property

1. Agreement to the current Hobbit Hill Community Agreement document will be required as a "condition of sale" for any sale agreements from this date forward.
2. Home Owner agrees to provide at least one gate clicker when they sell their property to their buyer.

IV. Other

All Residents of Hobbit Hill Community Association agree that:

1. This document shall be updated as necessary to meet the needs of ALL residents in Hobbit Hill Community.

Agreed to signed and dated

*May 1, 2005*  
*April 30, 2005* by:

*Dennis Holm*

Dennis Holm

42 Hobbit Road

*Raylah Holm*

Raylah Holm

42 Hobbit Road

*Brad Stephens*

Brad Stephens

222 Hobbit Road

*Sydney Stephens*

Sydney Stephens

222 Hobbit Road

*John Sargent*

John Sargent

41 Hobbit Road

*Roby Sargent*

Roby Sargent

41 Hobbit Road

*Kevin Bruzzone*

Kevin Bruzzone

52 Hobbit Road

*Melinda Bruzzone*

Melinda Bruzzone

52 Hobbit Road

Addendum to

HOBBIT HILL COMMUNITY ASSOCIATION  
Agreement dated April 30, 2005

In consideration of the sale of the property located at 42 Hobbit Road, Washougal,  
Washington, Skamania County;

Buyers, Gary and Susan Laddusaw agree to the terms and conditions of the HOBBIT  
HILL COMMUNITY ASSOCIATION dated April 30, 2005.

Dated: May, 18, 2006

Gary Laddusaw  
Gary Laddusaw

42 Hobbit Road

Susan Laddusaw  
Susan Laddusaw

42 Hobbit Road

Unofficial Copy

**EXHIBIT A**

**LEGAL DESCRIPTION:**

A tract of land in the West half of Section 32, Township 2 North, Range 5 East of the Willamette Meridian, in the County of Skamania, State of Washington, described as follows:

Lot 3 of the MALFAIT SHORT PLAT NO. 3, recorded in Book 2 of Short Plats, Page 220, Skamania County Records.

Unofficial  
Copy