

AFTER RECORDING MAIL TO:  
Name: Stephanie Huntington  
Address: PO Box 209  
City/State: Washougal WA, 98671

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**Road Maintenance Agreement for Lookout Drive of Greenleaf Short Plat**

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Greenleaf Short Plat as recorded in Skamania County Auditor File #2006164358.

Grantor: Stephanie Huntington PO Box 209 Washougal, WA 98671.

Grantee: Greenleaf Short Plat Assessors Tax Parcel Numbers to be determined after the short plat records.

Lot 1 \_\_\_\_\_  
Lot 2 \_\_\_\_\_  
Lot 3 \_\_\_\_\_  
Lot 4 \_\_\_\_\_

Whereas, Stephanie Huntington is the owner of the following described real estate in Skamania County, Washington:

Lots 1, 2, 3, 4 of the Greenleaf Short Plat in the North Half of the NE Quarter of the SW Quarter and the South Half of the SE Quarter of the NW Quarter Section 4, T1N, R5E, WM in Skamania County, Washington auditor file# 2006164358.

Whereas it is necessary and desirable that a declaration be made as to the maintenance and repairs involving Lookout Drive serving said lots.

**A. Type and Frequency of Maintenance**

That all roads designated, as Lookout Drive at the time of the Greenleaf Short Plat 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, etc that restrict travel on said road, rocking or gravelling and grading of the road as the landowners of majority desire, and the provision of trenching along the sides of said road to provide for surface water runoff, where necessary. If snowfall accumulation exceeds 36 inches, the majority of landowners may agree to snow removal by a competent road maintenance specialist. If one of the landowners (including, but not limited to his or her guest, employee, or agent) inflicts damage to the road personally or through having deliveries made (such as a heavy truck making delivery in wet weather), it is the sole responsibility of that landowner to pay for the cost of repairing the damage to the road. This includes damage done while building a home or barn.

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All owners of lots in Greenleaf Short Plat are entitled to use the easement described in auditor file number 2004154322 and presently known as White Dog Rd. and will share in the costs of maintaining it separately from Lookout Drive. There is also an easement for mutual use in Auditor File number #2004154588.

**B. Method of Assessing Costs**

Costs for the road maintenance described herein shall be assessed accordingly for regular annual wear and tear.

Full payment for lots with residence

1/3 payment for lots without residence

If the road is upgraded as in paving, or gating by a group decision, the costs will be split equally among landowners, with no difference in cost for the lots with or without a residence. Road costs will be due January 1 and July 1<sup>st</sup> each year with the fees being set at \$200.00 per lot with residence, two times a year and that fee can change with time due to need by a simple majority vote of all owners of these lots with one vote for each lot. This will be collected by a majority voted in party who is in the lots of this short plat. This person will be the treasurer for the road.

**C. Disbursement of Funds for Road Maintenance Agreement for Greenleaf Short Plat**

Upon agreement of a majority of the landowners to perform maintenance on said private road, funds for road maintenance shall be disbursed within thirty days (30) of billing to any provider of road maintenance service or materials by the landowner who is designated as a 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 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 days written notice to the landowner, any or all of 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 and 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 landowner and shall be appurtenant to the parcels of land herein described.

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E. Sever ability

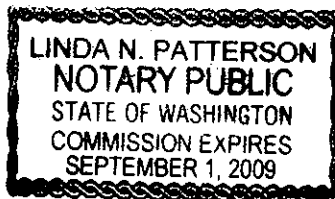
If any provision of this agreement is held invalid for any reason, the remainder of this agreement is not affected.

Stephanie Huntington Sept. 22, 2006  
Stephanie Huntington Date

STATE OF WASHINGTON  
COUNTY OF CLARK

On this day personally appeared before me  
Stephanie Huntington, to me known as the individual  
described in and who executed the within and foregoing instrument and  
acknowledged that <sup>she</sup> ~~they~~ signed the same as <sup>her</sup> ~~their~~ free and voluntary act and  
deed, for the uses and purposed therein stated.

Given under my hand and official seal this 22 day of  
September, 2006.



Linda N. Patterson  
NOTARY PUBLIC in and for the State of  
Washington, residing at  
Vancouver