

AFTER RECORDING MAIL TO:

Sharon and James Wagner
201 Aberdeen Dr.
Washougal, WA 98671
(360) 837-3130

Document Title or transactions contained therein:

Road Maintenance Agreement

Grantor (s): Sharon and James Wagner, Husband and Wife

Grantee(s): Deborah and Mike Collins

Abbreviated Legal Descriptions:

See full legal on page 5 & 6

Lot 7 Skye Treefarm Estate

Lot 8 Skye Treefarm Estate

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

02-05-29-0-0-0407-00

02-05-29-0-0-0408-00

ROAD MAINTENANCE PROVISIONS

The owners, heirs, successors and assigns of Lots 7 & 8 of the Skye Tree Farm Estates agree to provide for the maintenance of Wagner Lane common to the above described real properties as follows:

A. TYPE AND FREQUENCY OF MAINTENANCE; PAYMENT

1. Maintenance shall conform to Skamania County Code Chapter 12.03 in that the condition shall be maintained in a satisfactory and useable condition as is practical. At a minimum, said maintenance shall consist of annual filling of all potholes, ruts, gullies, etc. that restrict travel on said road, rocking or graveling and grading of the road as the landowners unanimously desire, and the provision of trenching along the sides of said road to provide for surface water runoff, where necessary and deemed appropriate by all landowners.

<u>M.C. 6-29-07</u>	<u>DR 6-29-07</u>	<u>Jmw 6/29/07</u>	<u>DMO 6/29/07</u>
Owner Lot 7	Owner Lot 7	Owner Lot 8	Owner Lot 8
Initials & Date	Initials & Date	Initials & Date	Initials & Date

2. The owners of Lots 7 & 8 shall elect a Road Maintenance Coordinator who shall inspect the road annually, report the results of the inspection survey to the other landowners, and shall obtain contractual bids for any required maintenance. With unanimous approval of the owners of the above Lots, the coordinator will commission the maintenance of the road, collect the appropriate fees for the above landowners, and pay for the maintenance of the road. The coordinator will furnish each landowner with copies of maintenance contracts, invoices, and payment receipts.
3. Costs for the road maintenance described herein for the road shall be assessed equally among the owners of Lots 7 & 8 of the Skye Tree Farm
4. The landowners may from time to time establish an account at a reputable bank or financial institution designated as the Wagner Lane Road Maintenance Account for the deposit and disbursement of all funds for the maintenance of the road. Each landowner shall contribute to this account on such dates as the landowners may from time to time unanimously decide upon, but in any event, no less often than annually. The landowners may designate a Treasurer among them to administer such account, provided, however, that at least two landowners shall be named on the account.
5. 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, all owners 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 and any appeal thereof. 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.

B. 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.

C. SEVERABILITY

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

<u>M.C. 6/29/07</u>	<u>She 6-29-07</u>	<u>J.M.W. 6/29/07</u>	<u>J.M.W. 6/29/07</u>
Owner Lot 7	Owner Lot 7	Owner Lot 8	Owner Lot 8
Initials & Date	Initials & Date	Initials & Date	Initials & Date

IN WITNESS WHEREOF, the parties hereto have executed this agreement on the day and year first above written.

Deborah L. Collins
Deborah L. Collins
OWNER LOT 7

James M. Wagner
James M. Wagner
OWNER LOT 8

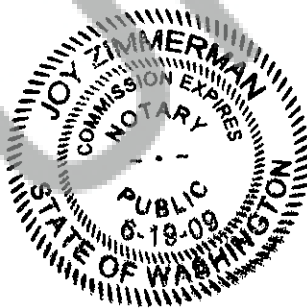
Michael C. Collins
Michael C. Collins
OWNER LOT 7

Sharon Y. Wagner
Sharon Y. Wagner
OWNER LOT 8

STATE OF WASHINGTON)
COUNTY OF CLALLAM : ss.

I certify that I know or have satisfactory evidence that Deborah L. Collins and Michael C. Collins are the persons who appear before me, and said persons acknowledged that they signed this instrument and acknowledge it to be their free and voluntary act for the uses and purposes mentioned in the instrument.

DATED this 29th day of JUNE, 2007



Joy Zimmerman
Joy Zimmerman
NOTARY PUBLIC for the State of Washington
Residing in Camas, WA
My appointment expires: 06/19/2009

M.C. 6-29-07
Owner Lot 7
Initials & Date

RC 6-29-07
Owner Lot 7
Initials & Date

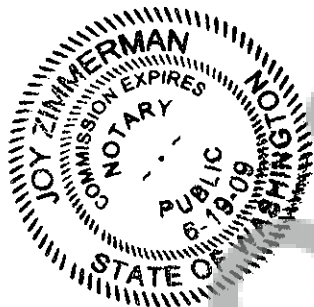
Jmw 6/29/07
Owner Lot 8
Initials & Date

SW 6/29/07
Owner Lot 8
Initials & Date

STATE OF WASHINGTON)
 : SS.
COUNTY OF CLALLAM)

I certify that I know or have satisfactory evidence that James M. Wagner and Sharon Y. Wagner are the persons who appear before me, and said persons acknowledged that they signed this instrument and acknowledge it to be their free and voluntary act for the uses and purposes mentioned in the instrument.

DATED this 29th day of JUNE, 2007



[Signature]
Joy Zimmerman
NOTARY PUBLIC for the State of Washington
Residing in Camas, WA
My appointment expires: 06/19/2009

U.E. 6/29/07 HC 6/29/07 JMW 6/29/07 SYW 6/29/07
Owner Lot 7 Owner Lot 7 Owner Lot 8 Owner Lot 8
Initials & Date Initials & Date Initials & Date Initials & Date



LAND SURVEYORS
ENGINEERS

(360) 695-1385
1111 Broadway
Vancouver, WA
98660

LEGAL DESCRIPTION FOR DOHERTY
Perimeter Description of Parcel 7

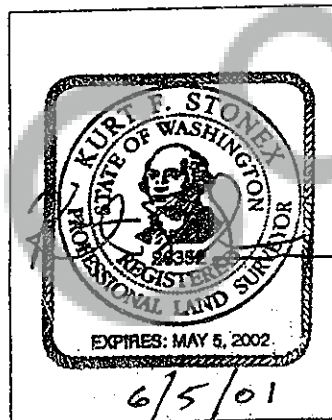
May 10, 2001

The North 1423.60 feet of the following described property:

All land situated West of the North Fork (also known as the West Fork) of the Washougal River in the West half of the Northeast quarter of Section 29, Township 2 North, Range 5 East of the Willamette Meridian in Skamania County, Washington.

EXCEPT a strip of land 300 feet in width acquired by the United States of America for the Bonneville Power administration's Bonneville-Vancouver No. 1 and No. 2 electric power transmission lines as recorded in Book 27 of Deeds at Page 319 records of Skamania County.

This parcel contains 20.50 acres more or less.



CC&R
EXHIBIT A
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OLSON
ENGINEERING INC.

LAND SURVEYORS
ENGINEERS

(360) 695-1385
1111 Broadway
Vancouver, WA
98660

LEGAL DESCRIPTION FOR DOHERTY
Perimeter Description of Parcel 8

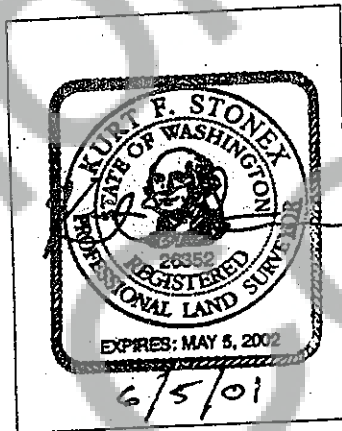
May 11, 2001

All land situated West of the North Fork (also known as the West Fork) of the Washougal River in the West half of the Northeast quarter of Section 29, Township 2 North, Range 5 East of the Willamette Meridian, in Skamania County, Washington.

EXCEPT therefrom the North 1423.60 feet.

ALSO EXCEPT therefrom the South 138.75 feet.

This parcel contains 20.57 acres more or less.



CC&R
EXHIBIT A
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