

WHEN RECORDED RETURN TO:

TOM JERMANN

P.O. Box 9

NORTH BONNEVILLE, WA 98639

DOCUMENT TITLE(S)

ALTON DRIVE - PRIVATE ROAD MAINTENANCE AGREEMENT

REFERENCE NUMBER(S) of Documents assigned or released:☐ Additional numbers on page ____ of document.**GRANTOR(S):**

THOMAS M. & CHERYL JERMANN

☐ Additional names on page ____ of document.**GRANTEE(S):**

THOMAS M. & CHERYL JERMANN

☐ Additional names on page ____ of document.**LEGAL DESCRIPTION** (Abbreviated: i.e. Lot, Block, Plat or Section, Township, Range, Quarter):

IN A PORTION OF SECTIONS 16, 17, 20 & 24, TOWNSHIP 1 NORTH, RANGE 7 EAST, W.M.

☐ Complete legal on page ____ of document.**TAX PARCEL NUMBER(S):**

02-07-16-3-0-0502-00

☐ Additional parcel numbers on page ____ of document.

The Auditor/Recorder will rely on the information provided on this form. The staff will not read the document to verify the accuracy or completeness of the indexing information.

ALTON DRIVE

Private Road Maintenance Agreement

Greenleaf Cove Short Plat as Recorded in Book _____ on Page _____

North Bonneville, Washington

In A Portion Of Sections 16, 17, 20 & 24 Township 1 N. Range 7 E., W.M.

Assessor's Tax Parcel: 02-07-16-3-0-0502-00

MAINTENANCE AGREEMENT:

SECTION 1 – INTENT: The intent of this agreement is to identify and agree on those issues regarding the use of that certain road named and identified as Alton Drive located in the city of North Bonneville, in Skamania County, Washington. For the purpose of this agreement, reference to “road” shall include any culvert or drainage improvement, said road having a 20” right-of-way.

SECTION 2 – COMMON INTEREST: The private road shall be used for the common benefit of all lot owners subject to this agreement as well as the non exclusive public use. This is meant to include the benefits of ingress, egress and rights of utilities of the entire roadway. No owners, their assigns or heirs shall conduct any activity that might in any way detract from, or negatively impact, the benefits of, or use of, the private road to the other owners.

SECTION 3 – COVENANT RUNNING WITH THE LAND: The covenants and agreements expressed herein shall run with the land and shall inure to the benefit of and constitute a burden on the heirs, successors and assigns of the parties hereto.

SECTION 4 – OWNERSHIP MEETINGS: At least once annually, all parties party to this agreement shall meet to review all applicable documents for the preceding year and discuss maintenance activities and proposed costs for the ensuing year. The parties shall select a chairperson and treasurer to keep detailed written records of accounts payable, manage funds, and promote the purpose set forth in Sections 1 and 2. The owner/owners of record of each lot will be given one vote in all matters hereunto pertaining.

SECTION 5 – DAMAGE TO ROAD: Should any party to this agreement, their heirs, agents or invitees, directly or indirectly, inflict or cause damage upon or to said road, that party shall be fully responsible for the cost of repairing such damage, and all such repairs shall be undertaken promptly, so as to reduce the affects of access hardship on the other users of the road.

SECTION 6 – ENFORCEMENT: In the event that any one or more lot owners fail to abide by the issues set forth in this document, one or more of the lot owners not in default shall have the right to bring action at law or in equity against those parties in default, and those parties in default shall also be obligated to pay reasonable attorney's fees, in addition to court costs and interests.

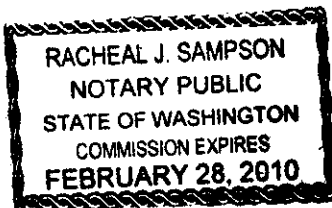
SECTION 7 – VENUE AND SEVERABILITY: Venue for and suit or action hereunder shall be Skamania County, Washington. An arbitrator suitable to concerned parties shall be retained to negotiate problems, if necessary.

Thomas M. & Cheryl Jermann Landowner
Cheryl Jermann Landowner

STATE OF WASHINGTON
COUNTY OF SKAMANIA

On this day personally appeared me Thomas M. & Cheryl Jermann
To me known as the individual(s) 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 19th day of October, 2007



Racheal J. Sampson

Notary Public in and for the
State of Washington,
Residing at N. Bonnerille
My Commission Expires 02/28/2010