

Return Address:
Phillip E. and Tracey Yerxa Graf
232 Candy Lane
Washougal WA 98671-9244

**ROAD MAINTENANCE AGREEMENT
AND
ESTABLISHMENT OF ROAD USERS ASSOCIATION**

Hemlock Creek Estates Short Plat
As recorded in Auditor's File No. 2008171686
Skamania County, WA

Grantors: Phillip Edward Graf and Tracey D. Yerxa Graf
Grantee(s): Hemlock Creek Estates and "Estate Lane" (Private Road)

Section 31, Township 2 North, Range 5 East, WM, Skamania County, State of Washington and
Hemlock Creek Estates Road Maintenance Agreement recorded in Book , Page .
AF 2008171687

Assessor's Tax Parcel No.: 02-05-31-2-0-0900-00

1. ASSOCIATION

- a. It is the purpose of this agreement to provide for the establishment of an association of landowners of real property under the laws of the State of Washington.
- b. The association shall conduct no business except that which is necessary or convenient to the implementation of the purpose of this agreement. The association may incorporate under the laws of the State of Washington applicable to Non-Profit Corporations upon affirmative written ballots representing 40 percent or more of the voting rights.
- c. The Hemlock Creek Estates Road Maintenance Association (Association) will incorporate the following covenants, conditionals, and restrictions.

2. PARTIES

The parties if this agreement shall be the landowners, contract purchasers and all others having any interest in the subject real property at this time and at all time thereafter.

3. SUBJECT REAL PROPERTY

The real property subject to this agreement shall be those lands and lots lying in Skamania County, State of Washington, as more fully describes as follows: Lots 1 through 4 of

Hemlock Creek Estates Short Plat (Short Plat) situate in S1/2NW1/4 of Section 31, Township 2 North, Range 5 East, WM, Skamania County, Washington.

4. **PURPOSE**

It is the purpose of this agreement to provide for the maintenance and snow removal on the private access road, known as Estate Lane, (private road), as shown on the Short Plat. The only road to be maintained under this agreement is that one that is the only legal means of ingress and egress to Lots 1 through 3. Private driveways are not maintained by this agreement and are the responsibility of the landowner.

5. **VOTING RIGHTS**

a. In all matters relating to the subject matter of this agreement there shall be allowed to each lot one vote and the landowner(s) of multiple lots shall be entitled to cast multiple votes accordingly. The right to vote a share shall be hereafter referred to as a "voting right" or a "ballot". Landowner(s) shall refer to a person or persons who qualify to vote.

b. Any changes to this agreement desired by a landowner(s) shall be brought before the Association for review and unanimous approval. If the requested change to the agreement is not unanimously agreed upon by all, then the requested change will not be adopted.

c. The developer shall have voting rights until Lot 4 is sold and the developer no longer owns any of the other lots. The purchaser of Lot 4 is not bound by this agreement and will not have voting rights.

6. **SECRETARY**

The landowners of lots shall appoint a Secretary by majority vote who must reside on a permanent basis within the subject property. It shall be the duty of the Secretary to receive and keep all records of the association. The Secretary shall be charged with the safekeeping of the funds and other property of the Association. The initial Secretary shall be Phillip E. Graf who shall serve until Lot 4 is sold and then it shall be the landowner based upon a majority of the landowner votes. After the initial Secretary has sold his lot, the next Secretary shall serve until his/her successor shall be elected.

7. **RECORDS AND FUNDS**

The Secretary shall establish an account at a reputable bank or financial institution designated as _____ Account for the deposit and disbursement of all funds for the maintenance of the road. Each landowner shall contribute to this account upon closing. The initial dues for the association will be \$200. Subsequent \$200 annual payments are due on the anniversary date of their closing. Annual payments can be revised as a result of a unanimous landowner decision. Annual payments can only be revised upward. The developer of the Short Plat is not a dues paying member and does not make annual payments to the Association but still holds voting rights equal to the number of lots still unsold. The Secretary will administer such

account, provided, however, that at least two landowners shall be named on the account. Initially the landowner of the first lot sold shall be the second landowner named on the account.

8. ESTATE LANE

The landowner's agree to provide for the maintenance of all private roads common to the above-described real property as follows:

9. TYPE AND FREQUENCY OF MAINTENANCE

a. That all roads designated a private road as defined in Skamania County Ordinance 2000-07 Section 12.03 shall be maintained in as satisfactory and able condition as is practical so as to allow free and reasonable passage of such vehicular traffic as may be reasonably convenient to the full use and enjoyment of all parties and their invited guests and service providers. Said maintenance shall consist of, at a minimum, the annual filling of all potholes, ruts, gullies, etc. that restrict travel on said road, rocking or gravelling and grading of the road as the landowners unanimously desire, and the provision of trenching along the sides of the said road to provide for surface water to runoff where necessary and deemed appropriate by all landowners.

10. METHOD OF ASSESSING COSTS

Costs for the road maintenance described herein shall be assessed among all landowners served by said private road, regardless of lot size. Annual assessments, and/or special assessments shall be adopted by resolution of the landowners and shall be due and payable as provided therein. The assessments and/or special assessments shall become a lien on each of the lots within the subject property who are declared by the Secretary to be in default upon the recordation of the resolution with the office of the Auditor of Skamania County.

11. SPECIAL ASSESSMENTS

Special assessments against any landowner(s) shall only be levied in those cases where as a direct and proximate consequence of the act or omission of such landowners, or those under their control, have caused substantial damage to the road. Special assessments against any landowner(s) shall be levied only upon the affirmative vote of 60 percent of the ballots cast at a meeting.

b. The private road shall be used for the common benefit of all landowners. If any one landowner (including, but not limited to, his or her guests, employees, or agents) inflicts substantial damage to the road i.e. personally, or through having deliveries made (such as truck making a delivery in wet weather, or by timber harvesting or construction of the home structures, etc), it is the sole responsibility of that landowner to pay the entire cost of repairing the road.

12. METHOD OF COLLECTION

The Secretary shall establish a fund for the maintenance of the road. Each landowner shall contribute to this fund on the initial purchase of a Hemlock Creek Estates Short Plat lot or

lots and subsequently on the anniversary date of the lot purchased. Each landowner of a lot shall contribute annually. The Secretary of the Association shall administer such funds. The developer is exempt from contributing to the fund.

13. **DISBURSEMENT OF FUNDS**

Upon agreement of a majority of the landowners to perform maintenance on Estate Lane, 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 Secretary.

14. **NON-PAYMENT OF COSTS-REMEDIES**

a. Any landowner who becomes delinquent in the payment of funds either the annual or special assessments under this agreement for a period of thirty (30) days or more shall contribute a late penalty of \$2.00 per day to the road maintenance fund for each day of delinquency.

b. After ten (10) days written notice to the other landowner(s), any or all other landowners shall be entitled to seek 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 attorney's fees, expenses, and costs expended in such action.

c. The prevailing party shall also be entitled to attorneys' fees, expenses or costs incurred as a result of any action undertaken in the collection of money owed, either before or after suit is filed.

15. **APPURTENANCE TO THE LAND**

a. The provisions of this agreement shall constitute a covenant running with the subject lands and shall be binding upon all present owners, their heirs, successors or assigns of any landowner and shall be an appurtenance to the lots in the Short Plat herein described. Provided, however, the same may be amended in any part or the whole thereof in the manner hereinafter provide or by operation of law.

b. All lot owners will be bound by the "Candy Lane Road Maintenance Agreement" and only lot owners of Lots 1, 2, and 3, of the Short Plat will be bound by the "Estate Lane Road Maintenance Agreement" which are part of the public record whether they independently sign these agreements or not.

c. No signage or gates shall be permitted which would restrict or interfere with the mutual use of said private road.

d. Purchasers of a lot or lots, in the Short Plat are advised to consult the Skamania County Department of Public Works with regard to private roads because the lot, or lots, in this Short Plat are serviced by private roads. Private roads are not maintained by Skamania County. Lot owners within this Short Plat must pay for the maintenance of the private roads serving this

Short Plat, including grading, drainage, snow plowing, etc. Private road requirements must comply with Skamania County's Private Road Requirements (Ordinance 200-07 Section 12.03).

e. All road easements shown on the Short Plat are non-exclusive private easements for ingress, egress, and utilities.

16. SEVERABILITY

Invalidation of any one of these covenants, conditionals, and restrictions by judgment or court order shall in no way effect any of the other provisions, which shall remain in full force and effect.

Landowner Lot 1: _____ Date _____

Landowner Lot 1: _____ Date _____

Landowner Lot 2: _____ Date _____

Landowner Lot 2: _____ Date _____

Landowner Lot 3: _____ Date _____

Landowner Lot 3: _____ Date _____

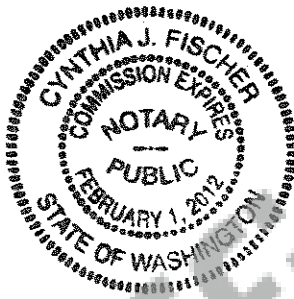
Phil Edwards, Prof 11-25-08
Landowner Lot 4: _____ Date _____

Tracy D. Yerxa, Prof 11-25-08
Landowner Lot 4: _____ Date _____

STATE OF WASHINGTON)
COUNTY OF CLARK

On this day personally appeared before me Philip E. Graf and Tracey D. Yerxa Graf, 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 25th day of November, 2008.



Cynthia J. Fischer
NOTARY PUBLIC in and for the
State of Washington, residing at
VANCOUVER
My commission expires: 2-1-2012

STATE OF WASHINGTON)
COUNTY OF _____

On this day personally appeared before me _____, 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 _____ day of _____, _____.

NOTARY PUBLIC in and for the
State of Washington, residing at

My commission expires: _____.

STATE OF WASHINGTON)
COUNTY OF _____)

On this day personally appeared before me _____, 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 _____ day of _____, _____.

NOTARY PUBLIC in and for the
State of Washington, residing at _____.

My commission expires: _____.

STATE OF WASHINGTON)
COUNTY OF _____)

On this day personally appeared before me _____, 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 _____ day of _____, _____.

NOTARY PUBLIC in and for the
State of Washington, residing at _____.

My commission expires: _____.