

**WHEN RECORDED RETURN TO:**

Howard Kreps  
P.O. Box 1215  
White Salmon WA 98672

**DOCUMENT TITLE(S)**

Boulder Ridge Estates Agreement

**REFERENCE NUMBER(S)** of Documents assigned or released:

2009174613

☐ Additional numbers on page \_\_\_\_\_ of document.

**GRANTOR(S):**

KEK LLC

☐ Additional names on page \_\_\_\_\_ of document.

**GRANTEE(S):**

Howard Kreps Aaron Kreps  
Richard Estey

☐ Additional names on page \_\_\_\_\_ of document.

**LEGAL DESCRIPTION** (Abbreviated: i.e. Lot, Block, Plat or Section, Township, Range, Quarter):

See Attached Exhibit A.

☐ Complete legal on page \_\_\_\_\_ of document.

**TAX PARCEL NUMBER(S):**

03-75-01-0-0-1401-00 <sup>AdP</sup>

☐ 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.

LPB 01-05

## Exhibit A

### Description:

A parcel of land located in the Southeast quarter of Section 1, Township 3 North, Range 7½ East of the Willamette Meridian, in the County of Skamania, State of Washington, described as follows:

Commencing at the Southeast corner of said Section 1; thence Northerly along the Section line to its intersection with the Southwesterly line of the Wind River Highway; thence Northwesterly along the Southwesterly line of said Highway 450 feet; thence South parallel with the East line of said Section 1 to a point which is 168.66 feet North of the North line of the Southeast quarter of the Southeast quarter of said Section 1; thence West on a line parallel with and 168.66 feet North of the North line of said Southeast quarter of the Southeast quarter to the West line of the East half of the Southeast quarter of Section 1; thence South along said West line to the South line of said Section 1; thence East along said South line to the point of beginning.

Filed at the Request of and  
After Recording Return to:  
Robert D. Weisfield  
Attorney at Law  
P. O. Box 421  
Bingen, WA 98605  
(509) 493-2772

**BOULDER RIDGE ESTATES  
ROAD MAINTENANCE AND STORM WATER DRAINAGE AGREEMENT**

WHEREAS, KEK, LLC, A Washington limited liability company, is the developer of the following described Real Estate in Skamania County, State of Washington: Boulder Ridge Estates, according to the Plat thereof, recorded in Book N/A, Page N/A, Auditor's File No. 2009174613, Skamania County Records. Boulder Ridge Estates is located in the Southeast quarter of Section 1, Township 3 North, Range 7 ½ East, of the Willamette Meridian, in the County of Skamania and State of Washington.

WHEREAS, the developer has platted said Boulder Ridge Estates into 20 lots; and

WHEREAS, there are roads common to Boulder Ridge Estates, namely, Boulder Ridge Drive, KEK Road and Bluffs Edge Court, serving Boulder Ridge Estates with easements filed of record for purposes of ingress, egress and utilities recorded through Boulder Ridge Estates, filed under Auditor No. 2009174613, Skamania County Records; and

WHEREAS, it is necessary and desirable that a declaration be made as to the responsibility for maintenance, repairs, and additional construction involving said roads to keep roads in good, usable condition and to maintain minimum drivable standards as required by use, necessity or local ordinance;

NOW THEREFORE, it is established:

1. The owner(s) of any lot(s) of Boulder Ridge Estates shall share in the responsibility, cost and expense for the maintenance and repairs of said roads by evenly dividing the total road costs by the number of lots that are then improved. An improved lot shall be considered one with any structure, in any stage of construction, or any alteration of native ground profile in preparation for construction of a structure. The developer, KEK, LLC, is obligated to share in the maintenance of roads only to the extent that it has an improved lot or lots within the subdivision. Maintenance shall include, but not be limited to, the removal of snow and other hazards or obstructions, road

resurfacing, and the annual clearing of woody vegetation and other debris from the shoulders of the roads.

2. Exceptions to the shared responsibilities of lot owners to maintain or repair common roads shall be in the case of excessive damage caused in the process of construction or improper use of common roads by an individual lot owner or their agent. In such a case the lot owner responsible for the excessive damage shall be solely liable to repair the damaged roadway to like-new condition. Excessive damage shall be considered anything beyond normal wear and tear. Furthermore, voluntary road upgrades, surfacing or improvements beyond those required to maintain the roadway to minimum drivable standards as required by use, necessity or applicable local ordinances, shall not be subject to this declaration of responsibility. In such case the sharing of responsibilities shall be voluntary and subject to individual agreement among the owners of the improved lots whose homes are so served.

3. Annually, on the first Monday in April, the owners of all improved lots within Boulder Ridge Estates and who are thereby obligated to share in the maintenance of the roads, shall have a meeting to decide what maintenance is required to be performed on the roads for the upcoming year. At such meeting the majority of said owners in attendance shall decide the type and frequency of maintenance to be performed, which maintenance shall consist of, at minimum, the annual filling of all potholes, ruts, gullies, etc., that restrict travel on said roads, as well as rocking, graveling or grading of the roads as may be agreed.

4. The cost for the road maintenance shall be assessed at \$200 per year to improved lot owners and \$50 per year to unimproved lot owners. The assessments shall be due and payable not later than May 1st of each year. Prorated shares shall be calculated based upon each owner's date of purchase or date of certificate of occupancy.

5. At such time as three homes have been completed and certificates of occupancy have been issued to the lot owners, KEK, LLC, is required to pave the road. The funds collected for road maintenance thereafter shall be kept in First Independent Bank, Stevenson, Washington, branch, in an account named "Boulder Ridge Road Maintenance," for deposit and disbursement of all funds for the maintenance of the roads. The owners of the improved lots will designate a treasurer to administer such account provided, however, that a participating member of KEK, LLC, shall be named as a co-signer on the account and that all checks shall require two signatures. Invoices for road maintenance shall be paid within 30 days of receipt.

6. Any lot owner who becomes delinquent in the payment of funds under this agreement for a period of 30 days or more shall be charged a late fee of \$5.00 per day. After 10 days written notice to the owner of said improved lot, any or all of the other owners of improved lots shall be entitled to seek any remedy available at law or equity. The prevailing party in such lawsuit shall be entitled to a judgment against the non-prevailing party for all attorney's fees and costs expended in such action.

7. Maintenance of driveways, culverts and storm water drainage ditches is the sole responsibility of each lot owner. Each lot owner shall maintain the storm water drainage ditches from obstructions and silting so as to allow the free flow of storm water at all times. The requirement to keep storm water drainage ditches free from obstruction is imposed upon all owners, whether they have an improved lot or not.

8. The roads servicing Boulder Ridge Estates are not county roads and the County of Skamania, State of Washington, has no responsibility or obligation for the maintenance, construction or repair of said roads.

9. This agreement shall be binding upon all heirs, successors or assigns of any lot owner and shall be appurtenant to the lots of Boulder Ridge Estates.

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

DATED: November 24, 2009.



R. Howard Kreps, Member  
KEK, LLC, a Washington limited liability  
company



Aaron Kreps, Member  
KEK, LLC, a Washington limited  
liability company



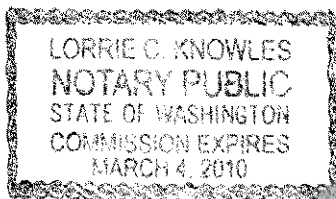
Rick Estey, Member  
KEK, LLC, a Washington limited liability  
company

STATE OF WASHINGTON )  
 ) §  
 COUNTY OF KLINKITAT )

On this 24th day of November, 2009, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared R. HOWARD KREPS, to me known to be a member of KEK, LLC, the limited liability company that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said company, for the uses and purposes therein mentioned, and on oath stated that he is authorized to execute the said instrument.

Witness my hand and official seal hereto affixed the day and year first above written.

(Seal)



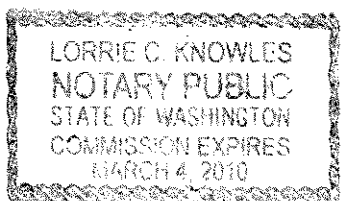
*Lorrie C. Knowles*  
 Lorrie C. Knowles  
 Notary Public in and for the State of Washington,  
 residing at White Salmon, therein.  
 My commission expires: 3/4/10.

STATE OF WASHINGTON )  
 ) §  
 COUNTY OF KLINKITAT )

On this 24th day of November, 2009, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared AARON KREPS, to me known to be a member of KEK, LLC, the limited liability company that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said company, for the uses and purposes therein mentioned, and on oath stated that he is authorized to execute the said instrument.

Witness my hand and official seal hereto affixed the day and year first above written.

(Seal)



*Lorrie C. Knowles*  
 Lorrie C. Knowles  
 Notary Public in and for the State of Washington,  
 residing at White Salmon, therein.  
 My commission expires: 3/4/10.

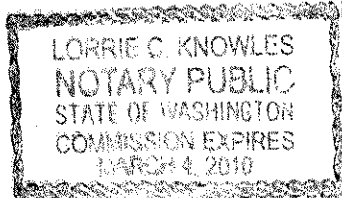


STATE OF WASHINGTON           )  
   ) §  
 COUNTY OF KLIKITAT           )

On this 24th day of November, 2009, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared RICK ESTEY, to me known to be a member of KEK, LLC, the limited liability company that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said company, for the uses and purposes therein mentioned, and on oath stated that he is authorized to execute the said instrument.

Witness my hand and official seal hereto affixed the day and year first above written.

(Seal)



*Lorrie C. Knowles*

Lorrie C. Knowles  
 Notary Public in and for the State of Washington,  
 residing at White Salmon, therein.  
 My commission expires: 3/4/10.

Unofficial Copy