

Return Address:

852 Old State Road

Carson, WA 98610

ROAD MAINTENANCE AGREEMENT

RIPARIA SHORT PLAT

As recorded in Auditor's File No. 2010176038

Grantor: Kevin R. Gabriel

Grantee: Riparia Short Plat and private driveways

Section: 6, Township: 3 North, Range: 8 East

Assessor's Tax Parcel No.: 03 08 06 0 0 0300 00

DECLARATION OF COVENANT

FOR PRIVATE MAINTENANCE OF SHORT PLAT APPROVED PRIVATE DRIVEWAYS

The undersigned own or has an interest in real property identified by the above Tax Parcel No. and hereinafter known as the "Riparia Short Plat".

1. The driveways covered by this agreement are all contained within Lot 1 & Lot 2 and are illustrated on the Riparia Short Plat Map incorporated with this Agreement.
2. The owners of each parcel of land in the Riparia Short Plat, hereinafter "landowners", shall be responsible for the costs of maintaining and repairing the driveways as set forth in this Agreement. The landowners of each of the 3 Lots shall designate one voting member for their Lot, hereinafter "members". These 3 members shall meet at least annually on the first day of March (or at such time and place as set by majority vote). All voting will be by simple majority except as otherwise set forth in this Agreement. Each year the 3 members shall:
  - (A) decide what maintenance and repair work is to be done the coming year.
  - (B) decide who shall be in charge of arranging for the work to be done.
  - (C) appoint a treasurer to collect each landowners share and to pay the bills.

Each and every assessment made pursuant to the terms of this Agreement shall be due 30 days after notification. Any assessment not so paid shall bear a late charge of ten percent (10%) of such assessment amount, and thereafter the assessment shall bear interest at the rate of twelve percent (12%) per annum until paid in full. Any funds collected for late charges and (or) interest shall be distributed equally to the landowners that were not in arrears.

3. Formula for sharing costs:

REFERENCING the RIPARIA SHORT PLAT MAP

(A) The landowners of all 3 Lots shall each be responsible for one third (1/3) of the costs for the driveway from it's beginning at Old State Road through the "Y" (approximately 130 feet) and the north leg from the "Y" to it's intersection with the property line between Lot 1 and Lot 2.

(B) The landowners of Lot 1 and Lot 2 shall each be responsible for one half (1/2) of the costs for the driveway from the south leg of the "Y" to it's intersection with the boundary line between Lot 1 & Lot 2.

(C) The landowners of Lot 2 and Lot 3 shall each be responsible for one half (1/2) of the costs for the north leg of the driveway from the property line between Lot 1 and Lot 2 to it's intersection with the property line between Lot 2 and Lot 3.

4. No signage or gates shall be permitted which would restrict or interfere with mutual use of said driveways unless agreed to in writing unanimously by all 3 members.

5. All landowners (including, but not limited to, his or her guests, employees or agents) shall be entitled to reasonable private usage of the entire driveway which they own or have an easement to. Turnouts shall be reserved for their intended purpose of vehicles passing each other. No vehicle, equipment or other item that could restrict access by emergency vehicles shall be parked, or left, on the driveways.

6. The landowners agree that the driveways shall be maintained in good, passable condition under all traffic and weather conditions. The landowners shall apportion the expense of maintaining and repairing the driveways as set forth herein. PROVIDED, HOWEVER, if one of the landowners (including, but not limited to his or her guests, employees or agents) inflicts damage to the driveway i.e. personally or through having deliveries made (such as home construction or a truck making a delivery in wet weather), it is the sole responsibility of that landowner to pay for the cost of repairing the driveway.

Any additional improvement beyond the standards set forth herein, such as installation of an asphaltic surface, must be approved unanimously by all landowners. For the purposes of this subsection, "additional improvement" shall mean any activity which goes beyond maintaining the driveway in the condition existing at the time this Agreement is entered into.

7. In the event the parties are unable to agree as to any matters covered by this Agreement, including specifically, but not limited to the necessity for road repair or road maintenance work, the dispute shall be settled by a single arbitrator who shall direct any settlement he deems equitable under the circumstances. The arbitrator shall be appointed by the presiding Judge of the Skamania County Superior Court upon request of any party bound by this Agreement. The decision may be enforced by any party bound by this Agreement in any Court of competent jurisdiction in Skamania County, Washington, and the losing party shall pay all cost in connection therewith, including reasonable attorney's fees in an amount to be set by the court.

8. This Agreement shall be binding upon the heirs, successors or assigns hereof, and shall be appurtenant to and run with the land described herein; and no land within the Riparia Short Plat shall be sold or transferred without reference on the face of the conveying instrument to this Agreement.

Kevin R. Gabriel

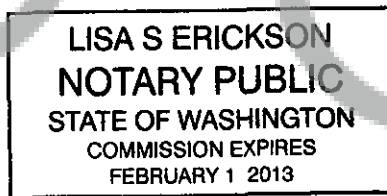
Kevin R. Gabriel Landowner

STATE OF WASHINGTON )

COUNTY OF SKAMANIA )

On this day personally appeared before me Kevin R. Gabriel 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 purposed therein stated.

Given under my hand and official seal this 9th day of November 2009.



Lisa S. Erickson

NOTARY PUPLIC in and for the State of

Washington, residing at

Skamania, WA

My commission expires 2-1-2013