

Scott Douglas  
62 Cabin Road  
Washougal, WA 98671

**REVISED CRISPIEN ROAD  
ROAD MAINTENANCE AGREEMENT (RMA)**

As recorded in <sup>RMA</sup> 2007168271 on 11.16.07 in Skamania County, Washington

<sup>SP</sup> 2007168273 11.16.07  
**Grantor:** Jan and Robert Alexander, Scott and Christine Douglas, Thad and Trisha  
Leifson, Corrine Tucker

**Grantee:** Jan and Robert Alexander, Scott and Christine Douglas, Thad and Trisha  
Leifson, Peter and Barbara Singh, and their heirs, successors, and assigns

Encumbering and benefiting parts or all of: SE ¼ NW ¼ and the SW ¼ NE ¼ of  
Section 4, Township 1N, Range 5E, William Meridian Skamania County, Washington.

Assessor's Tax Parcel Numbers: 01-05-04-0-0-0800, 01-05-04-0-0-0810,  
01-05-04-0-0-814, 01-05-04-0-0-815, 01-05-04-0-0-816

Declaration of covenant for private road maintenance of short plat approved road.

The undersigned owners and developers covenant and agree that:

1. No signage or gates shall be permitted which would restrict or interfere with mutual use of said private road.
2. All landowners (including but not limited to, his or her guest, employees or agents) shall be entitled to reasonable private usage of the entire roadway. The private road shall be used for the common benefit of all landowners. If one of the landowners (including but not limited to, his or her guest, employees or agents) inflicts damage to the road, i.e. personally or through having deliveries made (such as a truck making a delivery in wet weather), it is the sole responsibility of that landowner to pay for the cost of repairing the road.

3. Landowners acknowledge that an easement for utilities will be reserved so that utility lines can be installed and maintained within the area reserved for the private road .
4. It is in the best interest that said private road be maintained in good and passable condition as a paved/gravel drive. The landowners that are bound by this agreement will share in the cost of maintaining said private road to keep it in a state of repair that is, at a minimum, as good as the condition of the private road at the time of the closing. Snow removal will be considered a part of normal maintenance when 8 inches or more of snow have accumulated.

The maintenance fee will be equally divided amongst all owners of lots using Crispien Road as access to their property: Lots 1 – 4 of the Crispien Road S/P and Existing Tax Parcel 01-05-04-0-0800 assuming one residence per owner. As some owners own sufficient land on which to legally construct more than one residence, the maintenance fee will be equally divided amongst the number of residences should one property owner build more than one residence on their property. The yearly road maintenance shall be \$250, billed on May 1<sup>st</sup>, due by May 31<sup>st</sup>.

In the event additional money is needed to maintain or improve the private road, a majority vote of all the owners who use the road must agree in writing to any additional assessment over the annual fee. In the event it is necessary to take legal action to enforce any term of this agreement, the prevailing party shall be entitled to collect reasonable attorney's fees for enforcement of this agreement.

5. The landowners that are bound by this agreement shall meet at the property on the first of April of each year (or such time and place as set by majority vote).  
Each year they shall:
  - a) decide what maintenance and repair work needs 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 landowner's share and to pay the bills.
  - d) decide if the current yearly fees are sufficient or if they need to be modified.
6. The treasurer of the road maintenance account will prepare and distribute to the herein affected property owners an annual income and expense report and a year-end balance sheet accounting for all funds received and disbursed.
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/she deems equitable under the circumstances. The arbitrator shall be appointed by the presiding judge of 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. The losing party shall pay all costs in connection therewith including reasonable attorney's fees in an amount set by the court.

8. In the event any of the tracts served by the private road is subdivided, and the new tract also utilizes the private road for access, each new owner will be obligated to pay the annual maintenance fee and will be bound by all other terms and conditions of this agreement.
9. This agreement is intended to be binding on all parties who own property or residences along said private road, their heirs, successors and assigns, as well as any future owner who is given rights to said private road.
10. Skamania County has no responsibility to build, improve, maintain, or otherwise service the private road contained within or providing service to the above referenced property.

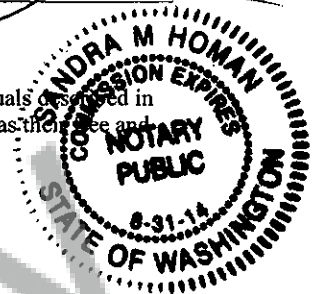
Christine Douglas  
Christine Douglas

Scott Douglas  
Scott Douglas

State of Washington, County of Clark  
On this day personally appeared before me Scott and Christine Douglas, to me known as the individuals 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 stand.

Given under my hand and official seal this 3 day of May, 2011

Barb M. Homan  
NOTARY PUBLIC in and for the State of Washington residing at Vancouver  
My commission expires 8-31-14



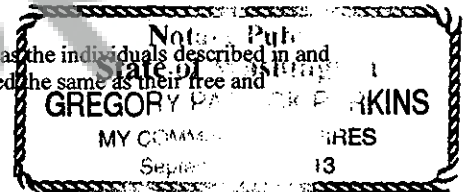
Jan Alexander  
Jan Alexander

Robert Alexander  
Robert Alexander

State of Washington, County of Clark  
On this day personally appeared before me Jan and Robert Alexander, to me known as the individuals 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 stand.

Given under my hand and official seal this 5 day of May, 2011

Gregory P. Perkins  
NOTARY PUBLIC in and for the State of Washington residing at Vancouver  
My commission expires 9-25-2013



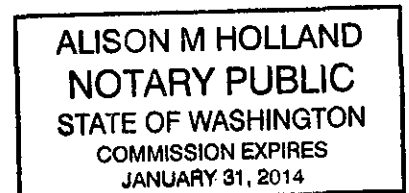
Thad Leifsen  
Thad Leifsen

Trisha Leifsen  
Trisha Leifsen

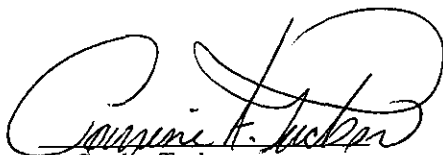
State of WA, County of Clark  
On this day personally appeared before me Thad and Trisha Leifsen, to me known as the individuals described in and who executed the within and foregoing instrument and acknowledged that they signed the same as their free and voluntary act and deed, for the uses and purposes therein stand.

Given under my hand and official seal this 23 day of May, 2011

Alison M. Holland  
NOTARY PUBLIC in and for the State of WA, residing at Review  
My commission expires 1/31/14



Vanik Vancouver

  
Corrine Tucker

State of Oregon, County of Clatsop

On this day personally appeared before me Corrine Tucker, to me known as the individual described in and who executed the within and foregoing instrument and acknowledged that she signed the same as her free and voluntary act and deed, for the uses and purposes therein stand.

Given under my hand and official seal this 21<sup>st</sup> day of May, 2011



NOTARY PUBLIC in and for the State of Oregon, residing at Astoria  
My commission expires 11/30/12.

