

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

**BLUFFS EDGE SUBDIVISION  
ROAD MAINTENANCE AND STORM WATER DRAINAGE AGREEMENT**

WHEREAS, SDS COMPANY, LLC, A Washington limited liability company, is the developer of the following described Real Estate in Skamania County, State of Washington: Bluffs Edge Subdivision, according to the Plat thereof, recorded in Book 7, Page 7, Auditor's File No. 2011179227 Skamania County Records. Bluffs Edge Subdivision is located in the Southeast quarter of Section 1, and the Northeast quarter of Section 12, Township 3 North, Range 7 1/2 East, of the Willamette Meridian, in the County of Skamania and State of Washington.

WHEREAS, the developer has platted said Bluffs Edge Subdivision into four lots; and

WHEREAS, there is a road serving Bluffs Edge Subdivision, namely Rocky Edge Court with easements filed of record for purposes of ingress, egress and utilities recorded through Bluffs Edge Subdivision, filed under Auditor No. 2011179227, 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 Bluffs Edge Subdivision shall share with each other and with the owners of Boulder Ridge Estates lots in the responsibility, cost and expense for the maintenance and repairs of said road 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, SDS Company, LLC, is obligated to share in the maintenance of roads only to the extent that it owns 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.

AF 2009174613

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 Bluffs Edge Subdivision 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. The funds collected for road maintenance thereafter shall be kept in First Independent Bank, Stevenson, Washington, branch, in an account named "Bluffs Edge 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 SDS Company, 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 Bluffs Edge Subdivision 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 or storm water drainage systems.

9. It is anticipated that the developer and the owners of those lots in adjacent Boulder Ridge Estates, through which roads run and serve Bluffs Edge Subdivision through that Easement from KEK, LLC to SDS Company, LLC, recorded at Auditor No. 2010174751, Skamania County Records, will enter into a joint Road Maintenance and Storm Water Drainage Agreement to combine the two subdivisions' requirements and obligations for road and storm water drainage maintenance; and

10. This agreement shall be binding upon all heirs, successors or assigns of any lot owner and shall be appurtenant to the lots of Bluffs Edge Subdivision.

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

DATED: September 23, 2011.



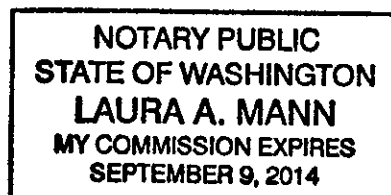
Wallace E. Stevenson, President  
SDS Company, LLC, a Washington limited liability company

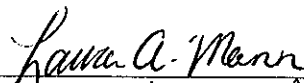
STATE OF WASHINGTON )  
 )  
COUNTY OF KLIKITAT )

On this 23<sup>rd</sup> day of September, 2011, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Wallace E. Stevenson, to me known to be the president of SDS Company, 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)





Printed Name: Laura A. Mann

Notary Public in and for the State of Washington,  
residing at White Salmon, therein.

My commission expires: 9-9-14