

**AFTER RECORDING RETURN TO:**

Name: Wyers Law, PC  
Address: P. O. Box 421  
City/State: Bingen, WA 98605-0421

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Document Title(s): (or transactions contained therein)

1. Revised and Combined Road Maintenance Agreement

Reference Number(s) of previous Documents: 2010174751, 2009174614, 2011179226

☒ Additional numbers on page 2 of document

Grantor(s): (Last name first, then first name and initials)

1. S.D.S. CO., L.L.C., a Washington limited liability company

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

Grantee(s): (Last name first, then first name and initials)

1. KEK, LLC, a Washington limited liability company

☐ Additional names on page 1 of document

Abbreviated Legal Description as follows: (i.e. lot/block/plat or section/township/range/  
quarter/quarter)

☐ Complete legal description is on page \_\_\_\_ of document

Assessor's Property Tax Parcel/Account Number(s): 03-75-01-40-0100-00 – 03-75-01-  
40-2000-00; 03-75-01-40-2100-00 – 03-75-01-40-2400-00

Filed at the Request of and  
After Recording Return to:

Wyers Law, PC  
 P. O. Box 421  
 Bingen, WA 98605  
 (509) 493-2772

**REVISED AND COMBINED**  
**ROAD MAINTENANCE AND STORM WATER DRAINAGE AGREEMENT**  
**FOR BLUFFS EDGE AND BOULDER RIDGE ESTATES SUBDIVISIONS**

WHEREAS, S.D.S. CO., L.L.C., a Washington limited liability company, also shown of record as S.D.S. CO., L.L.C., dba Stevenson Land Company (hereinafter referred to as S.D.S.), is the owner of all lots within Bluffs Edge Subdivision, according to the Plat thereof, recorded at Auditor's File No. 2011179227, Skamania County Records, and KEK, LLC, a Washington limited liability company (hereinafter referred to as KEK), Bryan Scott Mathany and Kim Mathany, husband and wife, Richard H. Estey and Jeanna M. Estey, husband and wife, and Joshua R. Cummings, a married man, as his separate estate, are the owners of lots within Boulder Ridge Estates Subdivision, according to the Plat thereof, recorded at Auditor's File No. 2009174613, Skamania County Records, all property being located in the Southeast quarter of Section 1, and the Northeast quarter of Section 12, Township 3 North, Range 7 ½ East, of the Willamette Meridian, in the County of Skamania and State of Washington; and

WHEREAS, the roads that run through Boulder Ridge Estates Subdivision serve Bluffs Edge Subdivision through that Easement from KEK to S.D.S., originally recorded at Auditor's File No. 2010174751 and correction recorded at Auditor's File No. 2012181406, Skamania County Records; and

WHEREAS, the owners of Boulder Ridge Estates Subdivision recorded a Road Maintenance and Storm Water Drainage Agreement recorded December 29, 2009, Auditor's File No. 2009174614, and the owner of Bluffs Edge Subdivision recorded a Road Maintenance and Storm Water Drainage Agreement recorded October 12, 2011, Auditor's File No. 2011179226; and

WHEREAS, all owners of lots within Bluffs Edge Subdivision and Boulder Ridge Estates Subdivision hereby revoke and extinguish the separate original Road Maintenance and Storm Water Drainage Agreements and enter into one agreement to be binding on themselves and all future owners of lots within Bluffs Edge Subdivision and Boulder Ridge Estates Subdivision, setting forth the responsibility for maintenance, repairs, and additional construction involving the roads within both subdivisions 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 agreed:

1. The owner(s) of all lot(s) of Bluffs Edge Subdivision and Boulder Ridge Estates Subdivision shall share with each other in the responsibility, cost and expense for the maintenance and repairs of the roads within both subdivisions 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 individual lot owners, S.D.S., and KEK are obligated to share in the maintenance of roads only to the extent that they own 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, rocking, graveling or grading, 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 Bluffs Edge Subdivision and Boulder Ridge Estates 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 road resurfacing, 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 and Boulder Ridge Estates Subdivision 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 S.D.S. or KEK 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 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.

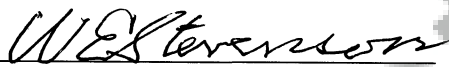
7. Maintenance of driveways, culverts and storm water drainage ditches is the sole responsibility of each lot owner. Each lot owner shall maintain the storm water drainage ditches from obstructions and silting so as to allow the free flow of storm water at all times. The requirement to keep storm water 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 and Boulder Ridge Estates 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.

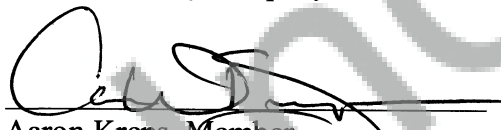
9. This agreement shall be binding upon all heirs, successors or assigns of any lot owner and shall be appurtenant to the lots of Bluffs Edge Subdivision.


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

DATED: Aug. 9, 2012.

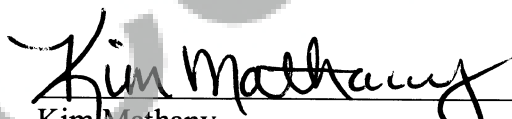
  
Wallace E. Stevenson, President  
S.D.S. CO., L.L.C., a Washington  
limited liability company

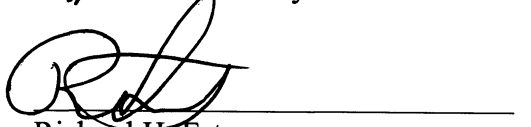
  
R. Howard Kreps, Member  
KEK, LLC, a Washington limited  
liability company

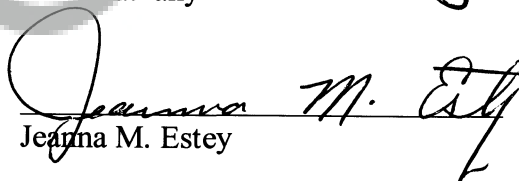
  
Aaron Kreps, Member  
KEK, LLC, a Washington limited  
liability company

  
Joshua R. Cummings

  
Bryan Scott Mathany

  
Kim Mathany

  
Richard H. Estey

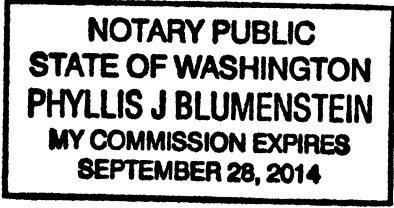
  
Jeanna M. Estey

STATE OF WASHINGTON )  
 ) §  
COUNTY OF KLIKITAT )

On this 29<sup>th</sup> day of August, 2012, 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 S.D.S. CO., L.L.C., 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)

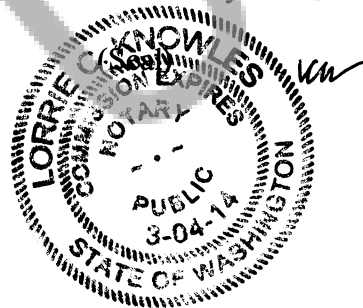


Phyllis J Blumenstein  
Printed Name: Phyllis J Blumenstein  
Notary Public in and for the State of Washington,  
residing at White Salmon, therein.  
My commission expires: 9-28-14

STATE OF WASHINGTON )  
 ) §  
COUNTY OF KLIKITAT )

On this 1<sup>st</sup> day of August, 2012, 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.



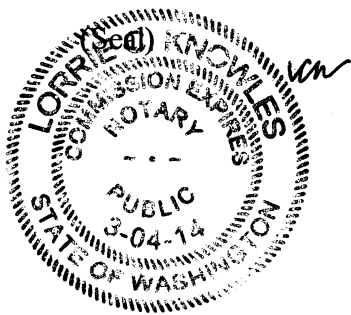
Lorrie C. Knowles  
Printed Name: Lorrie C. Knowles  
Notary Public in and for the State of Washington,  
residing at White Salmon, therein.  
My commission expires: 3/4/14



STATE OF WASHINGTON )  
 ) §  
COUNTY OF KLIKITAT )

On this 20<sup>th</sup> day of August, 2012, 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.



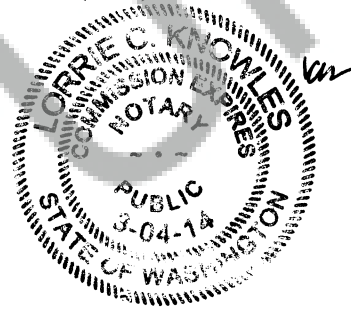
Lorrie C. Knowles  
Printed Name: Lorrie C. Knowles  
Notary Public in and for the State of Washington,  
residing at White Salmon, therein.  
My commission expires: 3/4/14

STATE OF Washington )  
 ) §  
COUNTY OF Klickitat )

I certify that I know or have satisfactory evidence that Joshua R. Cummings is the person who appeared before me and said person acknowledged that he signed this instrument and acknowledged it to be his free and voluntary act for the uses and purposes mentioned in the instrument.

Dated: August 9, 2012.

(Seal)

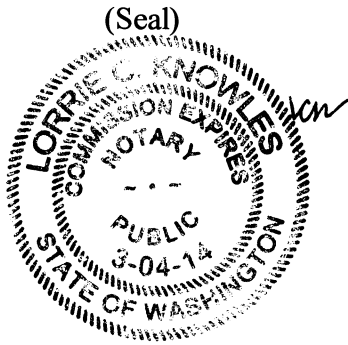


Lorrie C. Knowles  
Printed Name: Lorrie C. Knowles  
Notary Public in and for the State of Washington,  
residing at White Salmon, therein.  
My commission expires: 3/4/14

STATE OF WASHINGTON )  
 ) §  
COUNTY OF KLINKITAT )

I certify that I know or have satisfactory evidence that Richard H. Estey is the person who appeared before me and said person acknowledged that he signed this instrument and acknowledged it to be his free and voluntary act for the uses and purposes mentioned in the instrument.

Dated: August 28, 2012.

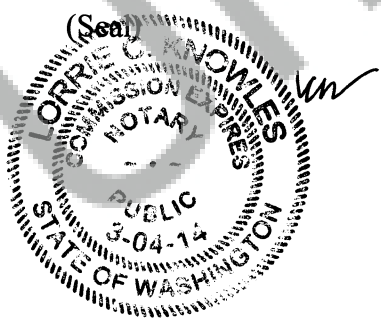


Lorrie C. Knowles  
Printed Name: Lorrie C. Knowles  
Notary Public in and for the State of Washington,  
residing at White Salmon, therein.  
My commission expires: 3/4/14

STATE OF WASHINGTON )  
 ) §  
COUNTY OF Klickitat )

I certify that I know or have satisfactory evidence that Jeanna M. Estey is the person who appeared before me and said person acknowledged that she signed this instrument and acknowledged it to be her free and voluntary act for the uses and purposes mentioned in the instrument.

Dated: August 28, 2012.

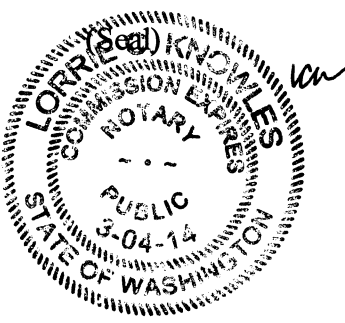


Lorrie C. Knowles  
Printed Name: Lorrie C. Knowles  
Notary Public in and for the State of Washington,  
residing at White Salmon, therein.  
My commission expires: 3/4/14

STATE OF WASHINGTON )  
 ) §  
COUNTY OF Klickitat )

I certify that I know or have satisfactory evidence that Bryan Scott Mathany is the person who appeared before me and said person acknowledged that he signed this instrument and acknowledged it to be his free and voluntary act for the uses and purposes mentioned in the instrument.

Dated: August 28, 2012.

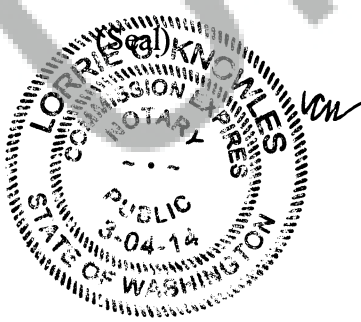


Lorrie C. Knowles  
Printed Name: Lorrie C. Knowles  
Notary Public in and for the State of Washington,  
residing at White Salmon, therein.  
My commission expires: 3/4/14

STATE OF WASHINGTON )  
 ) §  
COUNTY OF Klickitat )

I certify that I know or have satisfactory evidence that Kim Mathany is the person who appeared before me and said person acknowledged that she signed this instrument and acknowledged it to be her free and voluntary act for the uses and purposes mentioned in the instrument.

Dated: August 28, 2012.



Lorrie C. Knowles  
Printed Name: Lorrie C. Knowles  
Notary Public in and for the State of Washington,  
residing at White Salmon, therein.  
My commission expires: 3/4/14