

WHEN RECORDED RETURN TO:

Margaret Rose Turner

71 Arrowhead Trails

Washougal, WA 98671

DOCUMENT TITLE(S) 1. Arrowhead Trails Short Plat Road Maintenance Agreement and Road Users Association

~~2. Arrowhead Trails Short Plat Covenants and Restrictions~~ mET

REFERENCE NUMBER(S) of Documents assigned or released:

Arrowhead Trails Short Plat recorded in volume____, pg____

☐ Additional numbers on page____ of document.

GRANTOR(S):

Turner, Margaret Rose

☐ Additional names on page____ of document.

GRANTEE(S):

Turner, Margaret Rose

☐ Additional names on page____ of document.

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

NW $\frac{1}{4}$ Section 31, Township 2 North, Range 5 East Willamette Meridian

☐ Complete legal on page____ of document.

TAX PARCEL NUMBER(S):

02 05 31 2 0 0200 00

☐ 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.

Return to:
Margaret Rose Turner
71 Arrowhead Trails
Washougal, WA 98671

ARROWHEAD TRAILS SHORT PLAT ROAD MAINTENANCE AGREEMENT
ESTABLISHMENT OF ROAD USERS ASSOCIATION

Association:

It is the purpose of this agreement to provide for the establishment of an association of owners of real property under the laws of the State of Washington.

The association shall conduct no business except that which is necessary or convenient to the implementation of the purpose of this agreement. The association may incorporate under the laws of the State of Washington applicable to Non-Profit Corporations upon the affirmative written ballots representing 40% or more of the voting rights.

Parties:

The parties of this agreement shall be the owners, contract purchasers and all others having any interest in the subject real property at this time and at all time hereafter.

Subject Real Property:

The real property subject to this agreement shall be those lands and lots lying in Skamania County, State of Washington, as more fully described as: Lots 1 through 3 of Arrowhead Trails Short Plat situate in NW 1/4 Sec 31, T2N, R5E, W.M. in Skamania County, Washington.

Covenants Running with the land

The provisions of this agreement shall constitute a covenant running with the subject lands and shall be binding upon all present owners, their heirs, successors and assigns. Provided, however, the same may be amended in any part or the whole thereof in the manner hereinafter provided or by operation of law.

Purpose

It is the purpose of this agreement to provide for the maintenance and snow removal on the private access road, known as Arrowhead Trails, (private road), as shown on the short plat. The only road to be maintained under this agreement is the one that is the only legal means of ingress and egress to Lots 1 through 3. Speed limits may be set by unanimous vote. Private driveways are not maintained by this agreement and are the responsibility of the land owner.

Voting rights

In all matters relating to the subject matter of this agreement there shall be allowed to each lot one vote and the owner(s) of multiple lots shall be entitled to cast multiple votes accordingly. The right to vote a share shall be hereafter referred to as a "voting right" or a "ballot". Owner(s) shall refer to a person or persons who qualify to vote.

Secretary:

The owners of lots shall appoint a Secretary by majority vote who must reside on a permanent basis within the subject property. It shall be the duty of the Secretary to receive and keep all records of the association. The Secretary shall be charged with the safekeeping of the funds and other property of the Association. The initial Secretary shall be Margaret Turner who shall serve until her successor shall be elected. 1

Records and Funds

The land owners shall establish an account at Riverview Community Bank for the deposit and disbursement of all funds for the maintenance of the road. Each landowner shall contribute \$200. due at sale, then \$200./year due every August 1st. The secretary will administer such account. The secretary shall send each parcel owner a two week notice of the annual payment due.

Maintenance of Roadway

The parties agree that the roadway shall be maintained, constructed and reconstructed in the manner to be agreed upon by the parties as hereinafter provided so as to allow free and reasonable passage of such vehicular traffic as may be reasonably convenient to the full use and enjoyment of all parties and their invited guests and service providers. Such maintenance shall consist of, at minimum, the regular filling of all potholes, ruts, gullies, etc. that restrict travel on said road, rocking or graveling and grading of the road as the landowners unanimously desire. Owners will assist with maintenance.

Disbursement of Funds

Upon agreement of a majority of the landowners to perform maintenance on Arrowhead Trails, (private road), funds for road maintenance shall be disbursed within thirty (30) days of billing to any provider of road maintenance service or materials by the landowner designated as Secretary,

Method of Assessing costs:

Costs for the road maintenance described herein shall be assessed equally among all landowners served by said private road, regardless of lot size. Annual assessments, and/or special assessments shall be adopted by resolution of the owners and shall be due and payable as therein provided. The assessments and for special assessments shall become a lien on each of the lots within the subject property who are declared by the Secretary to be in default upon the recordation of the resolution with the office of the Auditor of Skamania County.

Special Assessments:

Special assessments against any owner(s) shall only be levied in those cases where as a direct and proximate consequence of the act or omission of such owners, or those under their control, have caused substantial damage to the road. Special assessment against any owner(s) shall be levied only upon the affirmative vote of 60% of the ballots cast at a meeting.

If the road is substantially damaged by the activities of one landowner (including his and/or her guests, employees or agents), that landowner shall be responsible for repairing the damage at his own expense.

Default in Payment'

In the event that owners fail to pay the annual or special assessments within 60 days of mailing certified notice of such assessment and amount due then the Secretary shall file a copy of the Resolution together with a notice of the default as shall be applicable to the respective lots and lot owners.

In the event that payment is not received then the Secretary may bring suit for the foreclosure of the respective assessment and in addition to any money judgment for the amounts due the court shall allow attorneys fees, expenses and costs reasonably incurred by the party most substantially prevailing in such action.

Severability:

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

Utility Easement

The Roadway Property shall be subject to a perpetual, nonexclusive public utility easement for the purpose of permitting below ground public utilities to be installed and maintained.

Disputes

If a dispute arises over any aspect of the improvements, maintenance, repair or replacement, a third party arbitrator shall be appointed to resolve the dispute. The decision of the arbitrator shall be final and binding on all of the lot owners. Contact information for local arbitrators can be obtained through the American Arbitration Association. In selecting a third party arbitrator, each lot shall be entitled to one vote, and the nominee receiving a majority of the votes shall be the arbitrator. All parties shall share in the cost of any arbitration.

Recording This Document

Original and amended copies of this document, including added signatures, shall be recorded at Skamania County Auditors Office.

Enforcement of this Agreement

Any owner(s) of a benefiting parcel has the right to commence an action against any other benefiting parcel owner(s) who may be in violation of this agreement.

Margaret R. Turner

Owner 5-31-16 Date

Margaret R. Turner

Print Name

02-05-31-2-0-0200-00

Parcel #

SUBSCRIBED AND SWORN to before me this 31st day of May Year 2016

NOTARY PUBLIC Sarah Kellie

State of Washington

County of Skamania

My Commission Expires: 4/29/20

