

Filed for Record at Request of an
After Recording Return to:
Stephen Chambers, Manager
Humboldt North LLC
PO Box 998
Carson, WA 98610

SKAMANIA COUNTY
REAL ESTATE EXCISE TAX

N/A
MAY 06 2019

PAID

N/A
[Signature]
SKAMANIA COUNTY TREASURER

ROAD MAINTENANCE AGREEMENT FOR
THE CHERRYWOOD SUBDIVISION

Grantor: Humboldt North LLC

Grantee: Cherrywood Subdivision and all lands within the 5 acre parcel
currently identified as Tax Assessor ID# 03082130170000

Encumbering and benefiting parts or all of Lot 4, Anne Meadows Short Plat
in the W 1/2 SW 1/4 of Section 21, T 3 N, R 8 E, W.M.

Assessor's Tax Parcel Number 03082130170000 *dm 5/6/19*

Declaration of covenant for private road maintenance of subdivision
approved road.

WHEREAS, Humboldt North, LLC, a Washington limited liability company is the owner of all lots within the Cherrywood Subdivision, according to the Plat thereof.

WHEREAS, all lots within the Cherrywood Subdivision are accessed by easement and share a common private road named Humboldt Drive;

WHEREAS, the Owners of said lots do hereby enter into agreement to be binding on themselves and all future owners of lots served by Humboldt Drive setting forth the responsibility for maintenance, repairs, and additional construction involving the road to keep said road in good, usable condition and to maintain drivable standards as required by use, necessity or local ordinance;

THEREFORE, it is agreed:

1. The owner or owners of all lots shall share equally in the responsibility, cost, and expense for the maintenance and repairs of the road by evenly dividing the total road costs by the number of lots. Maintenance shall include, but not be limited to, the removal of snow and other hazards or obstructions, road resurfacing, paving, rocking, graveling or grading, and the annual clearing of vegetation and other debris from the shoulders of the road.
2. Exceptions to the shared responsibilities of the lot owners to maintain or repair the road shall be in the case of excessive damage caused in the process of construction or improper use of the common road 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.
3. Annually, on the first Monday of April, a meeting shall be scheduled to decide what maintenance is required to be performed on the road for the upcoming year. All owners of the lots within the subdivision are thereby obligated to share in the meeting and to decide what maintenance is required. 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 of the road maintenance shall be assessed at \$100 per year to all individual 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.
5. The funds collected for road maintenance thereafter shall be kept in an account identified as "Humboldt Drive Road Maintenance" for deposit and disbursement of all funds for the maintenance of the roads. The owners of the lots will designate a Treasure to administer the account. The treasurer and one other lot owner shall have signature authority and full access on said account. Invoices for road maintenance shall be paid within 30 days of receipt. The most current bank statement of the account shall be provided for review by all lot owners at the meeting the first Monday of April of each year.
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 lots shall be entitled to a judgement against the non-prevailing party for all attorney's fees and costs expended in such action.
7. Maintenance of driveways and culverts and stormwater ditches is the responsibility of each lot owner; however, the maintenance and mowing of stormwater drainage ditches parallel to the shared road may be by any lot owner to keep the ditches neat and clean and free of obstructions.
8. The road servicing the Cherrywood Subdivision is not a county road and Skamania County, State of Washington, has no responsibility or obligation for maintenance, construction, or repair.
9. This agreement shall be binding upon all heirs, successors or assigns of any lot owner ; and, if any provision of this agreement is held invalid for any reason, the remainder of this agreement is not affected.

Dated: *May 1, 2019*

Stephen M. Chambers

Stephen M Chambers, Member – Manager

Humboldt North LLC, a Washington Limited Liability Company

Unofficial
Copy

FLORIDA SHORT-FORM INDIVIDUAL ACKNOWLEDGMENT
F.S. 695.25

State of Florida

County of Lee

The foregoing instrument was acknowledged before
 me this 1st day of May, 2019
Date Month Year

by Stephen M. Chambers
Name of Person Acknowledging

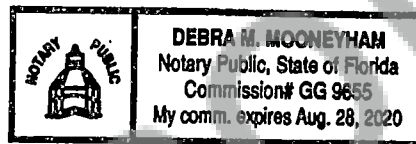
who is personally known to me or who has produced
Washington Drivers License

Type of Identification

as identification.

Debra M. Mooneyham
Signature of Notary Public

Debra M. Mooneyham
Name of Notary Typed, Printed or Stamped



Place Notary Seal Stamp Above

Notary Public — State of Florida

OPTIONAL

*Completing this information can deter alteration of the document or
 fraudulent reattachment of this form to an unintended document.*

Description of Attached Document

Title or Type of Document: Road Maintenance Agreement

Document Date: May 1, 2019 Number of Pages: 4

Signer(s) Other Than Named Above: _____