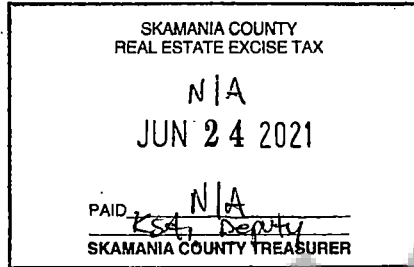


RECORDING REQUESTED BY  
AND WHEN RECORDED RETURN TO:

Stephen W. Horenstein  
Horenstein Law Group PLLC  
500 Broadway, Suite 370  
Vancouver, WA 98660



**Lot Owner:**

Erwin L&I, LLC & OPH DBD, LLC &, Rawlings  
Family Investments, LLC

**Manager:**

Franklin-Dean Realty, Inc.

**Abbreviated Legal:**

Lot 2 and Lot 3, of the Altered Plat of "Short  
Subdivision of Tax Lot 02-07-01-1300 for  
Skamania County", according to the official plat  
thereof on file and of record in the office of the  
auditor of Skamania County, Washington, at AFN  
2021- 002217

**Assessor's Tax Parcel #:**

02-07-01-0-0-1302, 02-07-01-0-0-1304 and 02-07-  
01-0-0-1303

**Other Reference Nos.:**

## SHARED ROAD MAINTENANCE AGREEMENT

### FOR

### ROCK CREEK COVE

#### RECITALS

**WHEREAS**, a copy of the plat amendment prepared by FDM Development LLC for Rock Creek Cove, Skamania County, Washington (the "Plat Amendment"), is provided at Exhibit A;

**WHEREAS**, the undersigned own the real property identified as Proposed Lot 5 and Proposed Lot 6 on the Plat Amendment;

**WHEREAS**, the Plat Amendment identifies a shared driveway easement from Rock Creek Road which is shared by all parcels legally described on Exhibit B attached hereto ("Shared Road");

**WHEREAS**, the undersigned Owners and Manager desire to enter into Road Maintenance Agreement regarding the use, snowplowing, maintenance and repair of; leaf and debris removal from; and improvements to (collectively referred to as "Maintenance") the Shared Road.

NOW THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:

- 1. Recitals.** The recitals set forth above are hereby incorporated into this Agreement.
- 2. Road Condition Assessment.** The Manager is responsible for continually monitoring and assessing the condition of the Shared Road and securing Maintenance of the Shared Road, as needed. The Manager may request a professional assessment of and/or estimate for Maintenance for the Shared Road at any time. If the professional requires payment for the assessment or estimate, the requesting Manager shall notify the Owner of the estimated expense and obtain agreement from the Owner to incur the estimated expense prior to committing to the expense.
- 3. Maintenance.** Maintenance of the Shared Road will be undertaken and made whenever necessary to maintain the road in good operating condition, in accordance with applicable laws, regulations, and to ensure safe access to and from Proposed Lots 5 and 6 by emergency and other vehicles at all times.
- 4. Appointment of New Manager.** In the event that Manager is unable to continue, or fails in the Maintenance of the Shared Road, Owners shall appoint a new Manager to manage the Lots and the Maintenance of the Shared Road.
- 5. Votes and Obligations.** Each Lot has a vote and shall bear that Lots share of expenses related to matters covered by this Agreement. If either Lot is owned by more than one person, all of the owners of that Lot are collectively be referred to here as the "Owner" of that Lot. All of the owners of a Lot, as a group, are entitled to one collective vote as to Maintenance decisions contemplated by this Agreement and a vote cast or opinion, assent, or consent conveyed by a representative of the group to the other Owner shall be considered a binding vote, opinion, assent, or consent of the Owner. Each member of the group shall be jointly and severally responsible for paying the Lot's share of the Maintenance expenses for the Shared Road.
- 6. Cost Sharing.** All costs associated with Shared Road Maintenance will be shared equally between the Owners. Agreement of the Owners is required prior to incurring any expenses. Each Owner shall pay the Lot's share of the expenses within thirty (30) days of receiving the estimate or invoice. Any damage to the Shared Road due to new construction or other damages caused by any Owner (including the Owner's guests, licensees, & invitees) shall be that Owner's responsibility to timely repair the Shared Road at the Owner's sole expense.

- 7. Future Parcels.** Any additional parcels gaining access to the Shared Road by way

of splitting existing parcels will be bound by all terms and conditions of this Agreement. The votes and obligations of the split Lot shall be split and allocated to the newly-created parcels, in accordance with their respective size and interest. If any additional parcels are created after the original Shared Road Maintenance Agreement is signed, the new parcel owners must also sign the Agreement; however, this Agreement is binding on the new parcel owners and their successors or assigns, even if they do not sign the Agreement. When a parcel is being sold on a land contract, the land contract vendee shall be deemed the owner of record.

**8. Snow Plowing.** The Shared Road shall be snowplowed, as needed, to permit year-round access. Individual driveway snow plowing, if desired, will be invoiced to the Lot Owners directly by the snow plow contractor.

**9. Emergency Repairs.** If Manager is made aware of emergency safety conditions on the Shared Road, the Manager will attempt to reach the Owners to coordinate the necessary repairs immediately. If the Owners cannot be reached, the Manager has the authority to make emergency repairs as needed. In such cases, the Manager will notify Owners of the repairs, the cost, and the amount due from the Owners, as well as the reasons for making the emergency repairs.

**10. Parking.** For the safety of the Owners, residents, guests and invitees no machinery, trailers, vehicles or other property may be stored or parked upon the Shared Road at any time.

**11. Effective Term.** This Agreement shall be perpetual and shall encumber and run with the land as long as the Shared Road remains private.

**12. Binding Agreement.** This Agreement shall be binding upon the parties hereto, their respective heirs, executors, administrators and assigns.

**13. Amendment.** This Agreement may be amended only by written, consent of the Owners of Proposed Lots 5 and 6 and the Manager.

**14. Enforcement.** This Agreement may be enforced by Owner and by the Manager. If a court action or lawsuit is necessary to enforce this Agreement, the prevailing party shall be entitled to reasonable attorney fees and costs.

**15. Disputes.** In the event of any default and after 15 days prior written notice to such defaulting party, the Owners agree to submit any dispute or claim which arises out of or which relates to this Agreement, or interpretation thereof, to binding arbitration. The arbitration shall be conducted in Vancouver, Washington, or at such place as the parties may designate, by a single arbitrator, in accordance with the duly promulgated rules and regulations of the Arbitration Service of Portland, Inc., or its successor, and the pertinent provisions of the laws of the State of Washington relating to arbitration. If the parties cannot agree on a single arbitrator, such arbitrator shall be appointed by a panel consisting of three (3) persons; each party shall appoint one arbitrator, and the third of whom has been appointed by the two so selected. The decision of the arbitrator(s) shall be final and binding on the parties and may be entered as a judgment in any court of competent jurisdiction. The cost of arbitration shall be shared equally between the parties.

**16. Insurance and Indemnity.** The Owners shall reasonably insure their use of the Shared Road. The Owners agree to indemnify and defend each other and Manager for all claims, demands, costs and expenses (including attorney fees and costs) related to their

**MANAGER:**

Franklin-Dean Realty, Inc.

By: F. Dean Maldonado

Name: F. Dean Maldonado

Title: President

**Manager Acknowledgement**

STATE OF WASHINGTON )

: ss.

County of Clark )

I certify that F. Dean Maldonado appeared personally before me and that I know or have satisfactory evidence that he signed this instrument as the President of Franklin-Dean Realty, Inc., and acknowledged it to be his free and voluntary act for the uses and purposes mentioned in the instrument.

DATED this 2<sup>nd</sup> day of June, 2021.

Notary Public  
State of Washington  
Tamra L. Alexander-Miller  
Commission Expires 12/01/2021

Tamra L. Alexander-Miller  
NOTARY PUBLIC FOR  
WASHINGTON  
My Commission Expires: 12/01/2021

respective use of and efforts to Maintain the Shared Road, including third party injuries.

**17. Notices.** Owners under the Agreement shall be notified by mail to the address of the Lot, or in person.

**18. Invalidity.** Should any provision in this Agreement be deemed invalid or unenforceable, the remainder of the Agreement shall not be affected, and each term and condition shall be valid and enforceable to the extent permitted by law.

**19. Other Agreements.** This Shared Road Maintenance Agreement replaces all previous Shared Road Maintenance Agreements regarding the described Shared Road.

**20. Recording This Document.** Original and amended copies of this Agreement, including added signatures, shall be recorded and provided to the Skamania County Auditor.

IN WITNESS WHEREOF, the parties have executed this Shared Road Maintenance Agreement as of the dates set forth in their respective acknowledgements.

**Proposed Lots 5 Owners:**

**Erwin L&I, LLC**

By: 

Name: JERRY L. ERWIN

Title: Managing Member

**OPH DBD, LLC**

By: 

Name: Frank Dean Maldonado

Title: Managing Member

**Rawlings Family Investments, LLC**

By: 

Name: Greg Rawlings

Title: Member

**Lots 5 & 6 Owners Acknowledgement**

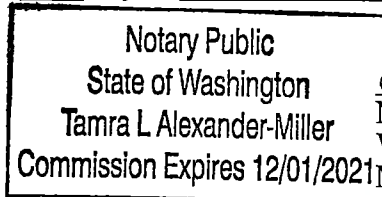
STATE OF WASHINGTON )

: ss.

County of Clark )

I certify that Jerry L. Erwin appeared personally before me and that I know or have satisfactory evidence that he/she signed this instrument as the Managing Member of Erwin L&I LLC, and acknowledged it to be his/her free and voluntary act for the uses and purposes mentioned in the instrument.

DATED this 24 day of June, 2021.



Tamra L. Alexander-Miller  
NOTARY PUBLIC FOR  
WASHINGTON  
My Commission Expires: 12/01/2021

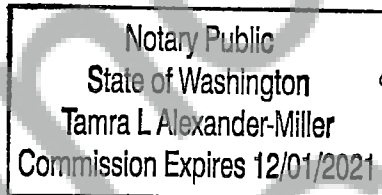
STATE OF WASHINGTON )

: ss.

County of Clark )

I certify that F. Dean Maldonado appeared personally before me and that I know or have satisfactory evidence that he/she signed this instrument as the Managing Member of OPH DBD, LLC, and acknowledged it to be his/her free and voluntary act for the uses and purposes mentioned in the instrument.

DATED this 24 day of June, 2021.



Tamra L. Alexander-Miller  
NOTARY PUBLIC FOR  
WASHINGTON  
My Commission Expires: 12/01/2021

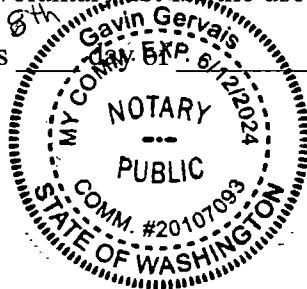
STATE OF WASHINGTON )

: ss.

County of ~~Clark~~ Benton )

I certify that Greg Rawlings appeared personally before me and that I know or have satisfactory evidence that he/she signed this instrument as the member of Rawlings Family Investments LLC, and acknowledged it to be his/her free and voluntary act for the uses and purposes mentioned in the instrument.

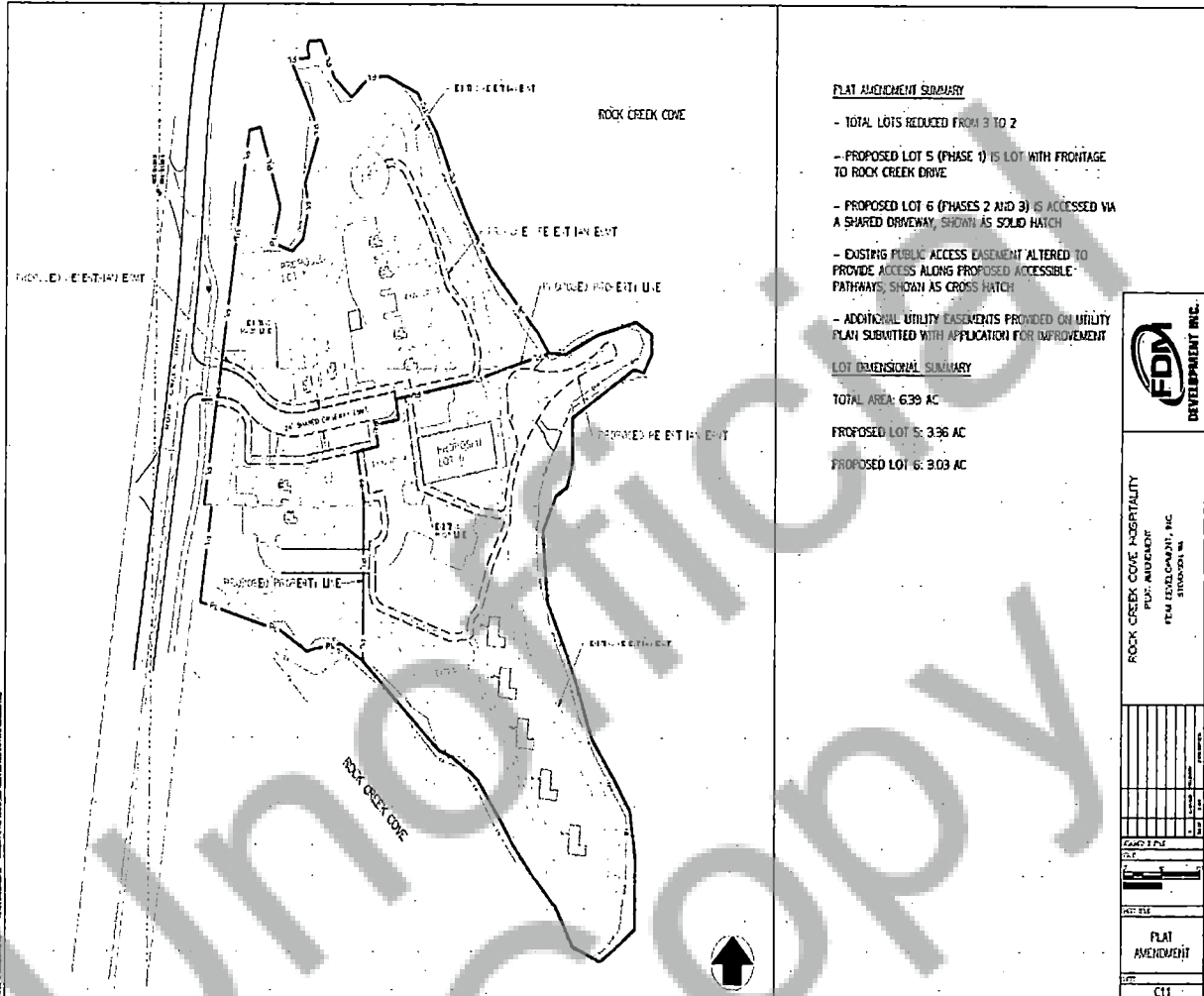
DATED this 8th day of June, 2021.



Gavin Gervais  
NOTARY PUBLIC FOR  
WASHINGTON  
My Commission Expires: 6/12/24

# EXHIBIT A

## Plat Amendment





## **EXHIBIT B**

### **Legal Descriptions**

#### **PARCEL I: 02-07-01-0-0-1302-00:**

A TRACT OF LAND IN SECTION 1, TOWNSHIP 2 NORTH, RANGE 7 EAST OF THE WILLAMETTE MERIDIAN, IN THE COUNTY OF SKAMANIA, STATE OF WASHINGTON, DESCRIBED AS FOLLOWS:

LOT 2 OF THE SHORT SUBDIVISION RECORDED IN BOOK T OF SHORT PLATS, PAGE 100, SKAMANIA COUNTY RECORDS.

#### **PARCEL I: 02-07-01-0-0-1303-00:**

A TRACT OF LAND IN SECTION 1, TOWNSHIP 2 NORTH, RANGE 7 EAST OF THE WILLAMETTE MERIDIAN, IN THE COUNTY OF SKAMANIA, STATE OF WASHINGTON, DESCRIBED AS FOLLOWS:

LOT 3 OF THE SHORT SUBDIVISION RECORDED IN BOOK T OF SHORT PLATS, PAGE 100, SKAMANIA COUNTY RECORDS.

#### **PARCEL I: 02-07-01-0-0-1304-00:**

A TRACT OF LAND IN SECTION 1, TOWNSHIP 2 NORTH, RANGE 7 EAST OF THE WILLAMETTE MERIDIAN, IN THE COUNTY OF SKAMANIA, STATE OF WASHINGTON, DESCRIBED AS FOLLOWS:

LOT 4 OF THE SHORT SUBDIVISION RECORDED IN BOOK T OF SHORT PLATS, PAGE 100, SKAMANIA COUNTY RECORDS.