



**WHEN RECORDED RETURN TO:**

ERIKSON & ASSOCIATES, PLLC

110 W 13<sup>th</sup> ST

VANCOUVER, WA 98660

Please print or type information **Washington State Recorder's Cover Sheet** (RCW 65.04)

**DOCUMENT TITLE(S)** (or transaction contained therein) (all areas applicable to your document must be filled in)

PRIVATE ROAD MAINTENANCE COVENANT

**REFERENCE NUMBER(S)** of Documents assigned or released:

☐ Additional numbers on page \_\_\_\_\_ of document.

**GRANTOR(S):**

1. ROBERT SUTTON

2. KELLY - MARIE SUTTON

3. \_\_\_\_\_

4. \_\_\_\_\_

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

**GRANTEE(S):**

1. ROBERT SUTTON

2. KELLY - MARIE SUTTON

3. \_\_\_\_\_

4. \_\_\_\_\_

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

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

SEE ATTACHED EXHIBITS A1, A2, A3 AND B

☐ Complete legal on page \_\_\_\_\_ of document.

**Assessor's Property Tax Parcel #**

01050400110000

01050400120000

☐ 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.

"I am signing below and paying an additional \$50.00 recording fee (as provided in RCW 36.18.010 and referred to as an emergency nonstandard document), because this document does not meet margin and formatting requirements. Furthermore, I hereby understand that the recording process may cover up or otherwise obscure some part of the text of the original document as a result of this request."

\_\_\_\_\_  
Signature of Requesting Party

Note to Submitter: Do NOT sign above nor pay additional \$50 fee if the document meets margin/formatting requirements.

## **PRIVATE ROAD MAINTENANCE COVENANT**

Grantor (owner): Robert Sutton and Kelly-Marie Sutton

Grantee (owner): Robert Sutton and Kelly-Marie Sutton

Abbreviated Legal Description: \_\_\_\_\_

Assessor's Property Tax Parcel/Account No.: 01050400110000, 01050400120000 and  
\_\_\_\_\_

**THIS PRIVATE ROAD MAINTENANCE COVENANT** (the "Covenant") is recorded in connection with the property described in the attached Exhibit A, which currently consists of three Lots that share a private road commonly known as Canyon Road that is described in Exhibit B (the "Common Roadway"). One of the Lots described in the attached Exhibit A is owned by Robert Sutton and the other Lots are owned by Kelly-Marie Sutton. The purpose of this covenant shall be to provide adequate funds for snow removal and the repair and maintenance of the Common Roadway for the continued use and benefit of the Owners. This Covenant touches and concerns the land and shall run with the land.

### **1. DEFINITIONS**

- a. "Benefitted Lot" Any Lot that is a separately divided lot that has a Dwelling or is eligible for construction of a Dwelling under applicable zoning laws is a "Benefitted Lot."
- b. "Common Roadway" The term "Common Roadway" means the private road commonly known as Canyon Road (Private) from its intersection with Canyon Creek Road to the common boundary between 202 and 302 Canyon Road (Private), being the new boundary created by partition in Skamania County Superior Court Action 18-2-00114-30, as further described in Exhibit B.

- c. "Dwelling" The term "Dwelling" shall include any structure intended for human habitation.
- d. "Lineal Feet" The term "Lineal Feet" means the lineal feet of the Common Roadway that Serves a Dwelling on a Benefitted Lot, which shall be measured along the center of the Common Roadway from Canyon Creek Road to the point on the Common Roadway where traffic accessing the Dwelling leaves the Common Roadway.
- e. "Lot" The term "Lots" shall include each of the lots described on the attached Exhibit A as well as each new lot which may be created by the further division of the property described in Exhibit A.
- f. "Owner" The term "Owner" shall mean any person holding beneficiary interest in a Lot described in Exhibit A or any subdivision thereof whether by deed, real estate contract or other instrument evidencing the ownership of the Lot.
- g. "Responsible Owner" The "Responsible Owner" shall have the authority to collect funds as provided herein and to contract for purposes of accomplishing the provisions of this Covenant.

## **2. RESPONSIBLE OWNER**

Kelly-Marie Sutton is appointed the initial Responsible Owner for the purposes of administering this Covenant. An affirmative vote of a majority of the Owners of the Benefitted Lots described herein, including any subdivision thereof shall be sufficient to choose a new Responsible Owner. The Responsible Owner shall have the authority to collect funds as provided herein, manage a bank account for the mutual annual fund, to determine the timing and scope of any road maintenance or snow removal, and to contract for purposes of accomplishing the provisions of this Covenant. In so acting, the Responsible Owner shall be acting on behalf of all Owners for the limited purposes described herein, and the Responsible Owner shall act reasonably in the best interests of all Owners. If the Responsible Owner fails to fulfill any duties hereunder after 30 days written notice, than any other Owner may act on behalf of the Responsible Owner. The Responsible Owner shall have sole authority to determine the timing and scope of any road maintenance expenses or snow removal up to \$1,500 per expenditure without consent of the other Owners, but any individual expense exceeding \$1,500 requires unanimous consent of the Owners. In the event that an Owner refuses to consent to an expenditure the Responsible Owner determines is needed, the Responsible Owner may file an arbitration to determine whether the expenditure is needed. If the Owners are unable to agree on an arbitrator then one shall be appointed by the presiding Judge of Skamania County Superior Court. The arbitration shall be binding and the arbitrator shall award the prevailing party costs and reasonable attorney fees.

## **4. SHARE OF NORMAL MAINTENANCE.**

The Owners shall share the costs of snow removal and the normal maintenance costs of maintaining the Common Roadway based on the following formula: The costs shall be born by the Owner of each Benefitted Lot according to a fraction, the numerator of which is the Lineal Feet serving the Owner's Benefitted Lot, and the denominator of which is sum of all Lineal Feet serving all Benefitted Lots. Assessments for normal maintenance under this Covenant shall be due on or before January 30 of each year. The Owners shall pay into the mutual annual fund in proportion to their Lineal Feet serving the Owner's Benefitted Lot, with the total amount to be paid annually being \$2,500; thus divide the sum of \$2,500 in proportion to the three existing Owners of Benefitted Lots.

**5. STANDARDS OF NORMAL MAINTENANCE; SNOW REMOVAL; EMERGENCY REPAIRS.**

Normal maintenance shall be performed in 12 month intervals or more often at the discretion of the Responsible Owner. Normal maintenance shall include grading, road surfacing, shoulder maintenance, stormwater control and vegetation maintenance. Snow removal shall occur anytime the snow depth on the road exceeds six inches. If the road is damaged and becomes impassable for any reason, emergency repairs may be made immediately as normal maintenance to render the road passable, with complete repairs to be made within 30 days. To the extent that such damage rendering the road impassable is caused by the extraordinary damage from a single Owner, then such Owner shall reimburse the other Owners the cost of repairing such extraordinary damage per Section 6, below.

**6. EXTRAORDINARY REPAIRS.**

Any Owner who causes extraordinary damage to any portion of the Common Roadway, or whose occupants, permittees, invitees or agents cause any extraordinary damage to any portion of the Common Roadway, shall, at such Owner's sole cost and expense, repair such damage within thirty days. If the cause of such extraordinary damage is construction traffic due to construction activities on the Owner's Lot, then such thirty day period shall be extended until thirty days from completion of such construction project, provided that the Owner undertaking such construction keeps the road in a condition that is passable by passenger vehicles during construction.

**7. IMPROVEMENTS; BRUSH CLEANUP.**

Any Owner may choose to further improve the Common Roadway at any time (including but not limited to asphaltting the roadway) at such Owner's sole cost and expense and such owner shall be responsible for obtaining all permits and any designing such improvements in accordance with generally accepted engineering and road construction standards. Any Owner who trims brush or tree limbs along the Common Roadway shall remove the cut branches, limbs and other debris as soon as reasonably practical given weather conditions, but in no event shall such time period exceed 60 days. Such debris shall not be left along the side of the Common Roadway.

## **8. ADMINISTRATION.**

The Responsible Owner shall be authorized to open and maintain bank accounts and engage the services of licensed professionals to assist in the administration of the Covenant.

## **9. DEFAULT; NOTICE AND OPPORTUNITY TO CURE.**

In the event of any default or dispute under this a Covenant, the defaulting Owner shall be entitled advance written notice and a minimum thirty (30) day opportunity to cure before any enforcement action is taken against the defaulting Owner.

## **10. ENFORCEMENT.**

Enforcement action may be taken only after notice and opportunity to cure has been provided under Section 9, above. In the event funds are not paid when due, any Owner may maintain an action against the non-paying Owner to collect the funds and shall be entitled to costs and a reasonable attorney's fee upon recovery. In addition, and without limiting the foregoing any Owner is authorized to file a lien against the non-paying Owner's Benefitted Lot in the amount of the unpaid balance owed hereunder. Such liens shall run with the land and may be foreclosed under the same process as statutory construction liens under RCW Chapter 60.04, as amended. Such liens shall include interest thereon at the applicable statutory rate for interests on judgments from the date of recording.

## **11. ATTORNEY FEES.**

In the event legal action is commenced in connection with this Covenant, the prevailing party in such action shall be entitled to recover its reasonable attorney fees and costs incurred at trial and on appeal; the term "action" includes action commenced in the bankruptcy courts of the United States and any other court of general or limited jurisdiction. The reference to "costs" includes, but is not limited to, deposition costs, witness fees, expert witness fees, out of pocket costs, title search and report expenses, survey costs, surety bonds and all other reasonable expenses. The term "prevailing party" shall mean the party that succeeds either affirmatively or defensively on claims having the greatest overall value or importance, as determined by the court of competent jurisdiction.

## **12. INDEMNITY.**

Each Owner shall indemnify, defend and hold harmless the other Owners from and against all claims, liens, causes of action, losses, costs, expenses and liabilities (including reasonable attorney fees) arising from (i) the failure of the indemnifying Owner to observe any obligation hereunder, and (ii) the use by the indemnifying Owner or its occupants, permittees, invitees or agents of the Common Roadway.

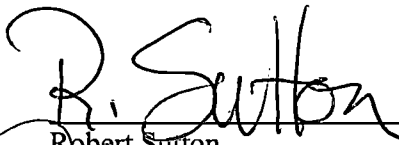
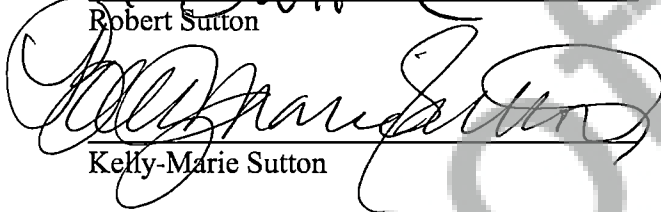
**13. SEVERABILITY.**

If any provision of this Covenant is declared to be invalid or unenforceable to any extent, the remainder of this Covenant and the application of such provision to other persons or circumstances shall not be affected thereby and shall be enforced to the greatest extent permitted by law.

**14. CONTINUING OBLIGATION.**

The Covenants herein are necessary for the full use and enjoyment of the property described herein and shall run with the land and be binding upon all owners, their heirs, successors or assigns. In the event any property changes hands, the new owner shall be responsible for all past due charges outstanding against the lot at the time of transfer.

Signed this 9th day of August, 2021.

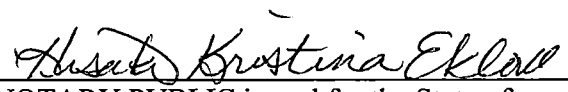
  
Robert Sutton  
  
Kelly-Marie Sutton

STATE OF WASHINGTON )  
 ) ss.  
County of Clark )

I certify that I know or have satisfactory evidence that Robert Sutton 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 9th, 2021.

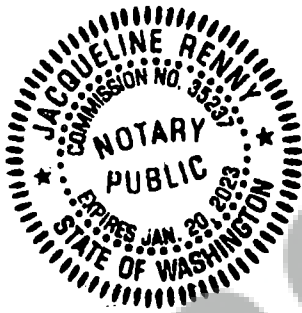


  
NOTARY PUBLIC in and for the State of  
Washington, residing at Washougal  
My appointment expires: 7/15/25

STATE OF WASHINGTON )  
 ) ss.  
County of Clark )

I certify that I know or have satisfactory evidence that Kelly-Marie Sutton 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: November 10, 2021.



Jacqueline Renny  
NOTARY PUBLIC in and for the State of  
Washington, residing at Vancouver WA  
My appointment expires: 1-20-2023





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2777 NW Lolo Drive, Suite 150  
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(541) 317-8429  
www.aks-eng.com

KEIZER, OR  
3700 River Road N, Suite 1  
Keizer, OR 97303  
(503) 400-6028

TUALATIN, OR  
12965 SW Herman Road, Suite 100  
Tualatin, OR 97062  
(503) 563-6151

VANCOUVER, WA  
9600 NE 126th Avenue, Suite 2520  
Vancouver, WA 98682  
(360) 882-0419

## EXHIBIT A-1 LEGAL DESCRIPTION

### NORTH PARCEL

Being a portion of the Northeast Quarter of the Southeast Quarter of Section 4, Township 1 North, Range 5 East, Willamette Meridian, Skamania County, Washington, described as follows:

**COMMENCING** at the northeast corner of the Southeast Quarter of Section 4; thence along the north line of said Southeast Quarter North  $88^{\circ}41'52''$  West 797.05 feet to the east line of Auditor's File Number 2005155889 and **POINT OF BEGINNING**; thence continuing along said north line of the Southeast Quarter North  $88^{\circ}41'52''$  West 520.00 feet to the northwest corner of the Northeast Quarter of the Southeast Quarter of Section 4; thence along the west line of the Northeast Quarter of the Southeast Quarter of Section 4 South  $01^{\circ}06'26''$  West 585.00 feet; thence leaving said west line South  $88^{\circ}41'52''$  East 520.00 feet to the east line of Auditor's File Number 2005155889; thence along said east line North  $01^{\circ}06'26''$  East 585.00 feet to the **POINT OF BEGINNING**;

The above described tract contains 6.98 acres.

Together with and subject to easements and restrictions of record.







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## EXHIBIT A-2 LEGAL DESCRIPTION

### SOUTH PARCEL

Being a portion of the Northeast Quarter of the Southeast Quarter of Section 4, Township 1 North, Range 5 East, Willamette Meridian, Skamania County, Washington, described as follows:

**COMMENCING** at the northeast corner of the Southeast Quarter of Section 4; thence along the north line of said Southeast Quarter North  $88^{\circ}41'52''$  West 1317.05 feet to the northwest corner of the Northeast Quarter of the Southeast Quarter of Section 4; thence along the west line of the Northeast Quarter of the Southeast Quarter of Section 4 South  $01^{\circ}06'26''$  West 585.00 feet to the **POINT OF BEGINNING**; thence continuing along said west line South  $01^{\circ}06'26''$  West 725.88 feet to the southwest corner of the Northeast Quarter of the Southeast Quarter of Section 4; thence along the south line of the Northeast Quarter of the Southeast Quarter of Section 4 South  $88^{\circ}50'28''$  East 463.59 feet to the north right-of-way line of Canyon Creek Road; thence along said north right-of-way line North  $14^{\circ}27'08''$  West 43.71 feet; thence continuing along said north right-of-way line (90.00 feet from centerline) along a non-tangent curve to the right (Radial: North  $14^{\circ}27'08''$  West) with a Radius of 1044.93 feet, a Delta of  $3^{\circ}50'42''$ , a Length of 70.12 feet, and a Chord of North  $77^{\circ}28'13''$  East 70.11 feet to the east line of Auditor's File Number 2005155889; thence along said east line North  $01^{\circ}06'26''$  East 665.90 feet; thence leaving said east line North  $88^{\circ}41'52''$  West 520.00 feet to the **POINT OF BEGINNING**;

The above described tract contains 8.58 acres.

Together with and subject to easements and restrictions of record.



South Parcel (AKS Job #8020)  
Legal Description

October 14, 2021  
Page 1 of 1

EXHIBIT A-3

THE FOLLOWING DESCRIBED REAL PROPERTY LOCATED IN SKAMANIA COUNTY, WASHINGTON, TO-WIT:

A TRACT OF LAND LOCATED IN THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 4, TOWNSHIP 1 NORTH, RANGE 5 EAST OF THE WILLAMETTE MERIDIAN, SKAMANIA COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF THE SAID SECTION 4; THENCE EAST 520 FEET ALONG THE NORTH LINE OF SAID SUBDIVISION TO THE INITIAL POINT OF THE TRACT HEREBY DESCRIBED; THENCE SOUTH 1,320 FEET, MORE OR LESS, TO THE SOUTH LINE OF SAID SUBDIVISION; THENCE EAST ALONG THE SOUTH LINE OF SAID SUBDIVISION 599 FEET, MORE OR LESS, TO A POINT 201 FEET FROM THE SOUTHEAST CORNER OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF THE SAID SECTION 4; THENCE NORTH 496 FEET, MORE OR LESS, TO THE CENTER OF THE CHANNEL OF CANYON CREEK; THENCE FOLLOWING THE CENTER OF THE CHANNEL OF CANYON CREEK IN A SOUTHWESTERLY DIRECTION TO A POINT 400 FEET EAST OF THE EAST LINE OF THE SAID SECTION 4; THENCE NORTH TO THE NORTH LINE OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF THE SAID SECTION 4; THENCE WEST ALONG THE NORTH LINE OF SAID SUBDIVISION 400 FEET, MORE OR LESS, TO THE INITIAL POINT.

AND THE SOUTH 250 FEET OF THE WEST 20 FEET OF THE EAST 201 FEET OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 4, TOWNSHIP 1 NORTH, RANGE 5 EAST OF THE WILLAMETTE MERIDIAN, SKAMANIA COUNTY, WASHINGTON.

EXCEPT THE WEST 20 FEET OF THE EAST 221 FEET OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 4, TOWNSHIP 1 NORTH, RANGE 5 EAST OF THE WILLAMETTE MERIDIAN, SKAMANIA COUNTY, WASHINGTON, LYING SOUTH OF THE CENTER OF CANYON CREEK.

EXCEPT THE SOUTH 250 FEET.

ALSO EXCEPT THAT PORTION CONVEYED TO SKAMANIA COUNTY, WASHINGTON, FOR ROAD RECORDED UNDER AUDITOR'S FILE NO. 138802, BOOK 201, PAGE 501, RECORDS OF SKAMANIA COUNTY, WASHINGTON.



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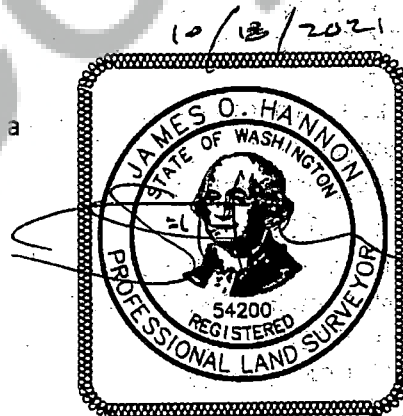
## EXHIBIT B LEGAL DESCRIPTION

### ACCESS AND UTILITY EASEMENT

A 30.00 foot wide easement (offset 15.00 feet left and right from centerline) over a portion of the Northeast Quarter of the Southeast Quarter of Section 4, Township 1 North, Range 5 East, Willamette Meridian, Skamania County, Washington, the centerline of which being described as follows:

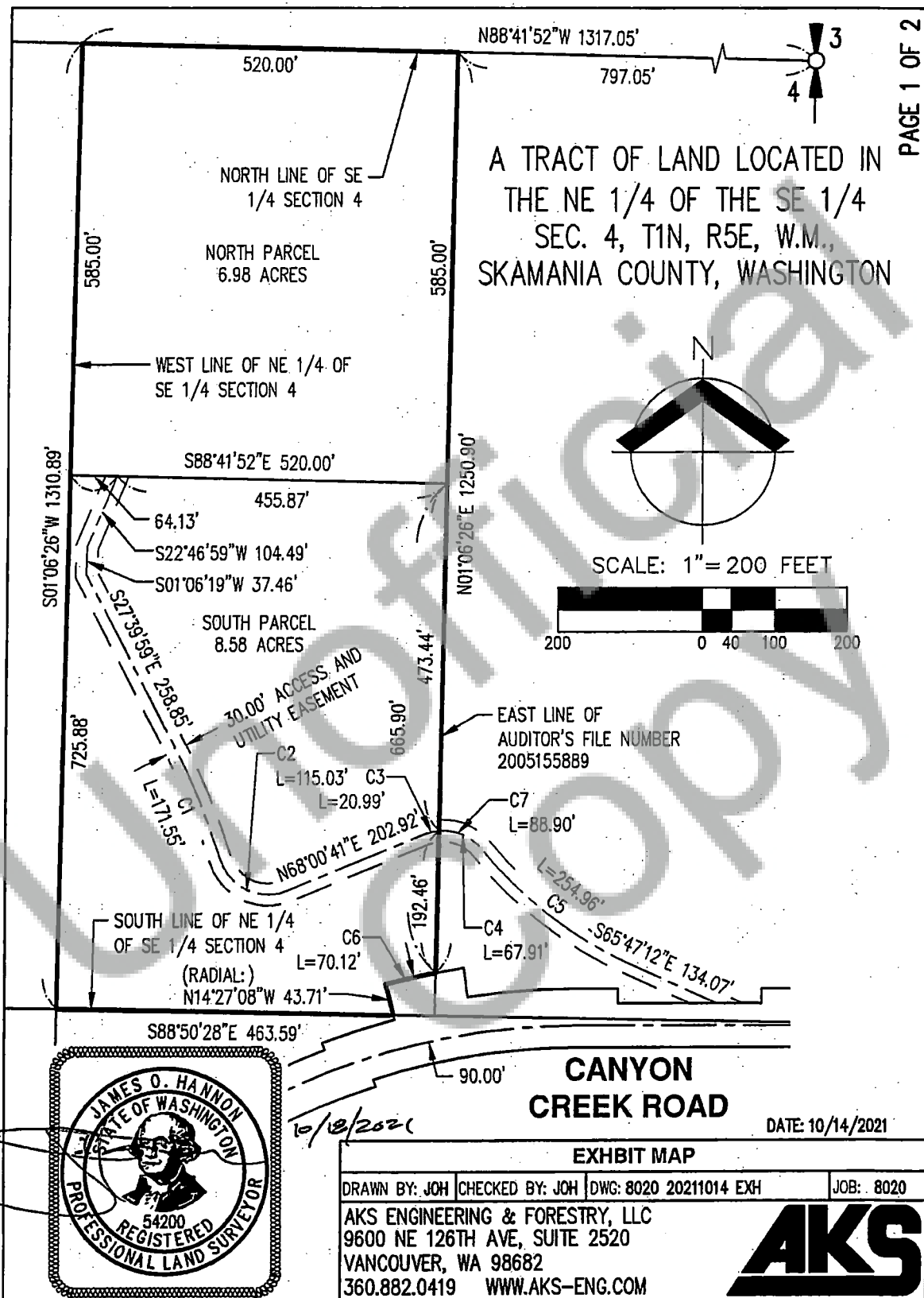
**COMMENCING** at the northeast corner of the Southeast Quarter of Section 4; thence along the north line of said Southeast Quarter North  $88^{\circ}41'52''$  West 1317.05 feet to the northwest corner of the Northeast Quarter of the Southeast Quarter of Section 4; thence along the west line of the Northeast Quarter of the Southeast Quarter of Section 4 South  $01^{\circ}06'26''$  West 585.00 feet; thence leaving said west line South  $88^{\circ}41'52''$  East 64.13 feet to the **POINT OF BEGINNING**; thence South  $22^{\circ}46'59''$  West 104.49 feet; thence South  $01^{\circ}06'19''$  West 37.46 feet; thence South  $27^{\circ}39'59''$  East 258.85 feet; thence along a curve to the right with a Radius of 1000.00 feet, a Delta of  $9^{\circ}49'46''$ , a Length of 171.55 feet, and a Chord of South  $22^{\circ}45'06''$  East 171.34 feet; thence along a curve to the left with a Radius of 70.00 feet, a Delta of  $94^{\circ}09'05''$ , a Length of 115.03 feet, and a Chord of South  $64^{\circ}54'46''$  East 102.52 feet; thence North  $68^{\circ}00'41''$  East 202.92 feet; thence along a curve to the right with a Radius of 70.00 feet, a Delta of  $72^{\circ}45'42''$ , a Length of 88.90 feet, and a Chord of South  $75^{\circ}36'27''$  East 83.04 feet; thence along a curve to the left with a Radius of 550.00 feet, a Delta of  $26^{\circ}33'36''$ , a Length of 254.96 feet, and a Chord of South  $52^{\circ}30'24''$  East 252.68 feet; thence South  $65^{\circ}47'12''$  East 134.07 feet to the **TERMINUS**.

Easement sidelines shall be shortened or lengthened from the point of beginning to terminate on a line with a bearing of South  $88^{\circ}41'52''$  East. Easement sidelines shall be shortened or lengthened from the terminus to terminate on north right-of-way line of Canyon Creek Road.



Easement N Parcel (AKS Job #8020)  
Legal Description

October 14, 2021  
Page 1 of 1



A TRACT OF LAND LOCATED IN  
THE NE 1/4 OF THE SE 1/4  
SEC. 4, T1N, R5E, W.M.,  
SKAMANIA COUNTY, WASHINGTON

PAGE 2 OF 2

| CURVE TABLE |          |           |         |                     |
|-------------|----------|-----------|---------|---------------------|
| CURVE       | RADIUS   | DELTA     | LENGTH  | CHORD               |
| C1          | 1000.00' | 9°49'46"  | 171.55' | S22°45'06"E 171.34' |
| C2          | 70.00'   | 94°09'05" | 115.03' | S64°54'46"E 102.52' |
| C3          | 70.00'   | 17°10'37" | 20.99'  | N76°36'00"E 20.91'  |
| C4          | 70.00'   | 55°35'05" | 67.91'  | S67°01'09"E 65.28'  |
| C5          | 550.00'  | 26°33'36" | 254.96' | S52°30'24"E 252.68' |
| C6          | 1044.93' | 3°50'42"  | 70.12'  | N77°28'13"E 70.11'  |
| C7          | 70.00'   | 72°45'42" | 88.90'  | S75°36'27"E 83.04'  |



DATE: 10/14/2021

| EXHIBIT MAP  |                 |                        |           |
|--|-----------------|------------------------|-----------|
| DRAWN BY: JOH  | CHECKED BY: JOH | DWG: 8020 20211014 EXH | JOB: 8020 |
| <b>AKS ENGINEERING &amp; FORESTRY, LLC</b><br>9600 NE 126TH AVE, SUITE 2520<br>VANCOUVER, WA 98682<br>360.882.0419 WWW.AKS-ENG.COM |                 |                        |           |

