

**AGREEMENT AS TO OPERATION, MAINTENANCE
AND IMPROVEMENT OF PRIVATE ROAD**

THIS AGREEMENT made and entered into this _____ day of _____,
2005, by and between:'

	ISLAND COUNTY ASSESSOR	PARCEL NUMBER/S
CARL COMFORT and RITA COMFORT,		R32906-103-4800
JOSEPH CUNHA and JULIE CUNHA		R32906-119-3670
JAN DAVIS		R32906-025-3710 & R32906-060-3950
COREY GLASSMAN and JANE GLASSMAN		R32906-164-3790
GEORGE LANGLOIS and DARCY LANGLOIS		R32906-095-3690
RON MURDOCK and BONNIE MURDOCK		R32906-104-5050
SERENA NEWBAUER-HINDERS		R32906-143-3640
BILL RUSSELL and MELODEE RUSSELL		R32906-101-4550 & R32906-104-4270
BOB SPENCER and KRISTEN SPENCER.		R32906-183-3740 & R32906-204-3720

WHEREAS, the parties hereto are all of the owners and /or purchasers of record of the above referred to real property situate in Island County, Washington, more particularly described in Appendix C hereto attached and incorporated herein by this reference; and

WHEREAS, there exists an easement for a private road for use by all of the owners and/or purchasers of the parcels within the tracts of real property and is incorporated herein by this reference; and

WHEREAS, the parties hereto are desirous of, and have agreed to, the sharing of the costs of maintenance, repair and improvement of the said private road for the common benefit of each of them;

NOW, THEREFORE, for and in consideration of the mutual benefits, promises, covenants, conditions, restrictions, and obligations to, on and of the parties, as contained herein below, it is agreed as follows:

- 1) Road - Ordinary Maintenance and Repair. The cost of ordinary maintenance and repairs of the existing private road shall be borne equally only by those owners identified above, or their successors or assigns, within the real property described in Appendix A. For purpose of this provision, a tract or parcel benefiting from ingress and egress for said parcel is affected by means of the private road referred to in Appendix B.
- 2) Road - Capital Improvements and Additions. The cost of any and all capital improvements, additions or similar developments for the private road shall be borne equally by all owners of parcels within the real property described in Appendix A, whether said parcels have been "developed" or not, provided however that owners of parcels without ingress or egress via the private road described in Appendix B shall be exempted from this obligation.

If any owner shall subdivide his tract, then the new owners within said tract shall be responsible for their proportionate share of the above mentioned expenses applied to the original tract. If the road is to be used as access for any adjoining lands then it will be up to all of the tract owners to decide what proportionate piece of the road maintenance costs the adjoining land owners should pay.

In the event of sale of any subdivided lot, the new tract owner is required to pay the association a proportionate share price for the improved road, as assigned by the association. These funds shall be deposited into the general road fund, to be used as deemed necessary by the membership, for Ordinary Maintenance and Repair and /or Capital Improvements and Additions.

- 3) Road - Access to Individual Driveways and Individual Improvements. The cost of individual access driveways from the private road described in Appendix B, and the cost of any undocumented capital improvements or additions to the private road itself, and the costs of maintenance relating to storm drains and easements shall be the separate responsibility of the owner or owners constructing the same.
- 4) Road - Nonstandard Use. Each party shall be responsible for and pay the cost of repairs to the road for extraordinary damage caused thereto by his or her nonstandard use or misuse of said private road by other than ordinary passenger vehicles and/or small trucks in conjunction with normal domestic occupancy.
- 5) Road - Management. There shall be one regular meeting each year for all voting owners, i.e. owners who are obligated to pay the costs of capital improvements and/or ordinary maintenance and repairs, as provided above. Said annual meeting shall be for the purpose of selecting a road manager, establishing a budget, setting assessments, if appropriate, and consideration of any and all other matters pertaining to the road. Three (3) weeks prior written notice and /or electronic notice via "email" shall be given to each owner of the time, place and agenda of each such annual meeting.

Special meetings may be called by a written request and /or "email" signed or authored by two or more voting members, said meeting to be held within a reasonable time following receipt thereof by the road manager.

No business may be conducted at said annual meeting without a quorum, i.e. the attendance in person or by proxy of sixty (60%) percent or more of the voting owners of parcels within the area described in Appendix A. Thereafter, all decisions made shall be by a simple majority of those eligible owners voting, whether in person, by proxy or by absentee ballot; provided, however, that no decision to make capital improvements to the private road shall be valid without the approval of seventy-five (75%) percent of all the voting owners of parcels within the area described in Appendix A.

Ownership of any parcel within the area described in Appendix A which parcel is obligated to pay the costs of capital improvements, ordinary maintenance or repairs as aforesaid, carries with it one vote, whether the ownership is by an individual, by husband and wife, or by multiple parties, entities or corporations. If two adjoining parcels are owned by an individual, by husband and wife, or by multiple parties, entities or corporations for the sole means of habitation of both parcels, one vote is carried, not two.

At said meeting, a road manager shall be selected from among all the voting owners. The manager shall, for a one year period, oversee the maintenance, repair and utility of the road in question, maintain the financial records in connection therewith, collect all assessments, pay all regular bills, provide any and all necessary notices and reports to the other owners, and perform these and such other regular or emergency tasks as are duty approved at the annual meeting, in accordance with the decisions and policies set down at said meetings.

- 6) Owner Covenants. Each owner specifically agrees and consents to pay his/her proportionate share of all road costs and expenses approved in accordance with the provisions above. Additionally, each owner agrees that failure to pay timely his/her proportionate share shall result in an assessment and/or lien against the property of each such owner who is delinquent or in default as aforesaid.
- 7) Covenants to run with the land. These covenants shall run with the land and shall be binding on, and shall inure to the benefit of, each and every owner or party having or acquiring any right, title or interest in a parcel or parcels of land within the area described in Appendix A.
- 8) Amendment. This Agreement may be modified by written resolution executed by three-quarters (3/4) ths of all owners of all the land described in Appendix A hereto attached.

SIGNATURE PAGE

APPENDIX A

LEGAL DESCRIPTION

Those Tracts and easements as shown on survey map prepared by William H. Hine, dated September 28, 1976, recorded under Auditor's file No. 303462 in Volume 4 of surveys, page 22; and that survey map dated November 15, 1976 under Auditor's file No. 305509 in Volume 4 of surveys, Page 56.

APPENDIX C

Carl and Rita Comfort	Parcel No	R32906-103-4800	See Attachment "A" in Appendix	C-1
Joseph and Juli Cunha		R32906-119-3670	" " " " "	C-2
Jan Davis		R32906-025-3710	" " " " "	C-3
Jan Davis		R32906-060-3950	" " " " "	C-4
Corey and Jane Glassman		R32906-164-3790	" " " " "	C-5
George and Darcy Langlois		R32906-095-3690	" " " " "	C-6
Ronald and Bonnie Murdock		R32906-104-5050	" " " " "	C-7
Serena Newbauer-Hines		R32906-143-3640	" " " " "	C-8
William and Melodee Russell		R32906-101-4550	" " " " "	C-9
William and Melodee Russell		R32906-104-4270	" " " " "	C-10
Robert and Kristen Spencer		R32906-183-3740	" " " " "	C-11
Robert and Kristen Spencer		R32906-204-3720	" " " " "	C-12

APPENDIX B

RESERVATION OF EASEMENT

Said non-exclusive easements shall be for the purposes of ingress, egress, and utilities. Further, said easements shall run with the land and shall be binding on and shall inure to the benefit of the parties hereto, their heirs, successors, and assigns unless and until alternative access roads are constructed which in the discretion of the existing owners, their heirs, successors, or assigns, no longer make these easements necessary.

If any new owner shall subdivide his tract, then the new owners within said tract shall be responsible for their proportionate share of the above mentioned expenses applied to the original tract. If the road is to be used as access for any adjoining lands, a special meeting of existing owners shall decide what proportionate share of the road maintenance costs the adjoining land owners shall pay.

Further, the tract owners may by a simple majority vote (each tract as shown on the survey getting one vote) limit the number of new users who result from this inclusion of adjoining lands into the road system.