

# COPY

## **DECLARATION OF EASEMENT and ROAD MAINTENANCE AGREEMENT**

TIMOTHY L. HOMOLA and JEFFREY N. LIPKA, partners in HOMOLA/LIPKA PARTNERSHIP, being the owners of the properties and roadway described below, hereby grants, establishes and declares a non-exclusive easement for ingress and egress and the installation of utilities, over, under and across the property particularly described below for the sole and exclusive benefit of the purposes described:

Tax serials Nos. 170698-000, 170699-000, 170700-000, 170701-000, 170702-000, 170703-000, 170704-000, 170705-000, 170706-000, 170707-000, 170708-000, 170709-000, 170710-000, 170711-000, 170604-000.

Lots 1 through 15 inclusive as shown on Boundary Line Adjustment Record of Survey located in the North half of Section 12, Township 2 North, Range 3 East W.M. Clark County, Washington recorded in Book \_\_\_\_, page \_\_\_\_, of Surveys, records of Clark County Surveyors office.

The undersigned further declares and imposes the following conditions and restrictions with regards to the use and the maintenance of the roadway within said easement as follows:

- (1) That the owner of each lot of said lots 1 through 15, their successors and assigns shall use said easement in such manner as to not block the same, so that such other parties shall be unable to use said easement.
- (2) That in reference to the upkeep of said easement, the owners of Lots 1 through 15 agree to pay for the maintenance, upkeep and repair of said road easement commensurate with their respective use thereof.
- (3) That no party shall undertake to expend any substantial sum for the improvement (including widening, paving and ditching, etc.) of said road without consent of all of the owners of said lots 1 through 15. Improvements to the roads to be accomplished when two-thirds of the road users sign a petition listing improvements needed.
- (4) Any lot owner can make repairs when it is deemed necessary in order to maintain said road easement in a reasonable condition.

(5) That in the use of said easement, the lot owners agree that noise-making vehicles such as motorcycles, shall be used only for necessary transportation on said easement; that no heavy truck or equipment shall be used so as to break down said easement and do harm to it. In the event one of the parties is constructing a home, or has reason to use equipment which would not ordinarily be used on the road, that lot owner shall be responsible for costs of restoration which may be caused as a result of their use of such equipment and trucks.

(6) A yearly road maintenance fee of Two Hundred Dollars (\$200.00) or such additional sum as set forth in the covenants shall be paid by the owners of Lots 1 through 15.

(7) Notwithstanding, any other provision to the contrary contained herein or in the Declarations of Limitations, Covenants, Restrictions and Reservations, no lot owner shall be required to pay an annual road maintenance fee or otherwise contribute to road maintenance costs until the year in which they commence construction of a structure on their lot.

(8) That this agreement shall be binding on the respective heirs, assigns and successors in interest of the lot owners hereto, and shall be deemed as a covenant and running with the land.

(9) Any lot owner may bring action to enforce this agreement. In such action the prevailing party shall be entitled to attorneys fees and costs.

Made and executed on this 10<sup>th</sup> day of February, 2005. 2006 *HL*

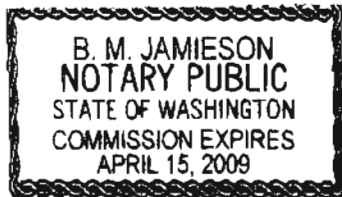
*Timothy L. Homola*  
TIMOTHY L. HOMOLA

*Jeffrey N. Lipka*  
JEFFREY N. LIPKA

State of Washington )  
                                          : ss.  
County of Clark        )

I certify that I know or have satisfactory evidence that TIMOTHY L. HOMOLA and JEFFREY N. LIPKA are the persons who appeared before me, and said persons acknowledged that they signed this instrument, and on oath stated that they were authorized to execute this instrument and acknowledged it as the partners of the HOMOLA/LIPKA PARTNERSHIP to be their free and voluntary act and deed for the uses and purposes mentioned in the instrument.

DATED this 10<sup>th</sup> day of February, 2006.



*B. M. Jamieson*  
NOTARY PUBLIC in and for the  
State of Washington; my commission  
Expires: 4-15-09