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OF OLYMPIC PENINSULA TITLE CO
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2004 1139552 Clallam County

WHEN RECORDED RI

Name Errol Cowan c/o Clark Land Office

Address P. O. Box 2199

City, State, Zip Sequim, WA 98382

0107757SDS

(4)

ROAD MAINTENANCE AGREEMENT AND DECLARATION OF EASEMENTS For GREENTRUST SHORT PLAT

WHEREAS, **ERROL COWAN** is the owner of the following real property situated in the City of Sequim, Clallam County, Washington:

GreenTrust Short Plat as recorded November 14, 2003, in Volume 30 of Short Plats, Page 59 under Auditor's File Number 2003 1122501, Records of Clallam County, Washington.

and

WHEREAS, said Grantor desires to create a Road Maintenance Agreement for the purpose of the establishment, construction, repair and maintenance of a common roadway and/or utilities over and across the easements as shown on the attached Exhibit A, as approved by and on file at the City of Sequim, now therefore

THE UNDERSIGNED DECLARES: The following covenants, restrictions, conditions, benefits, limitations and easement with respect to said property, to run with the land, and be binding upon all subsequent purchasers and successors in interest.

1. Easement. There is hereby created a perpetual, non-exclusive easement, over, under and across those roadways as shown on the road network map plan for the subject property as drawn by Clark Land Office, revised on March 11, 2004, as approved by and presently on file with the City of Sequim Public Works/Planning Office, a copy of which is made a part hereof and attached as Exhibit A, to wit:

All present and future lots in Phases 2 and 3 are hereby granted access trail and utility easements over the road that parallels and runs inside of the westerly boundary of Phase 1, Lot C on said map; and

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All present and future lots in Phase 3 are hereby granted access trail and utility easements over all roads presently identified on said map, Phase 2; and

All present and future lots in Phases 2 and 3 are hereby granted access and utility easements over the road, which road runs along the southerly boundary of Phase 1, Lot A of said map.

All utilities easements as shown on said Exhibit A granted to said Phase 3 are hereby granted to the Boyd property adjoining the southerly and easterly boundaries of said Phase 3. The extension location across Phase 3 to said adjoiner shall be determined by separate document.

2. Assessments. Road assessments shall be made against the various parcels or lots for payment of the costs of maintaining and improving the common access and utility easements provided to the various Phases or parcels as set forth above. All assessments shall be on a pro rata basis based upon the total cost of such maintenance, repair or improvement, divided by the total number of lots or parcels served by said roadway and/or utility easement. Exceptions to the above are: Phase 1, Lot C and Lot A, Phase 1 are exempt from the road network except for those portions within that same lot and Phase. Lots C and B of Phase 1 shall only participate in the maintenance in that portion of the common roadway within the boundaries of said Lot C, Phase 1 to the extent of 0.5% of total cost per lot or dwelling unit, whichever is greater. All lots in Phases 2 and 3 shall bear cost equally as to the balance of maintenance costs of roads on said map in Phase 1. All Lots in Phases 2 and 3 shall equally share in the maintenance costs of roads on said map in Phase 2. Phase 3 lots shall equally share in all of the costs in maintenance of roads on said map in Phase 3.

3. Use Restriction. Primary residential structures that are manufactured in their entirety off-site as complete units either in modular or mobile home formats shall not be placed upon an lot within said subdivision. Pre-manufactured roof trusses, panels and other housing sub-components shall be allowed.

4. Binding Effect. This Declaration and the conditions, restrictions, and easement contained herein, shall be for the benefit of and appurtenant to and run with the land above described, as now exists and is hereafter divided.

DATED this 27th day of August, 2004.

ERROL COWAN

ACKNOWLEDGEMENT

State of California)
County of San Diego) ss

On this 12th day of August, 2004, before me, a Notary Public in and for the State of California, duly commissioned and sworn, did personally appear **Errol Cowan** to me known to be the individual who executed the foregoing instrument and acknowledged to me that he signed the same as his voluntary act and deed for the uses and purposes therein mentioned.

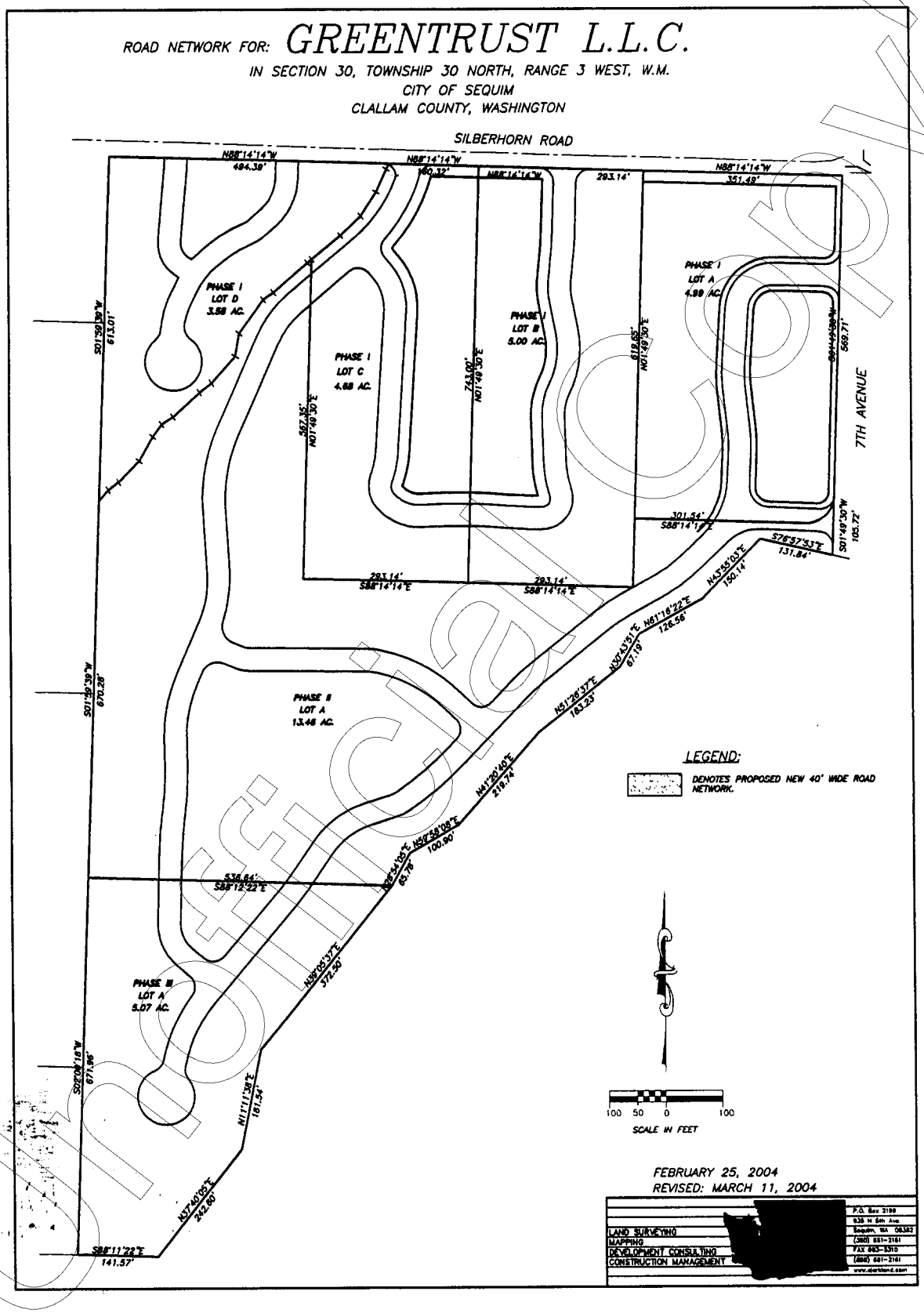
Witness my hand and official seal the day and year first above written.



Shelley Marsh
Notary Public in and for the State of California
Residing at Escondido
My appointment expires 7/13/2008

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EXHIBIT "A"



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