RETURN ADDRESS

RT DEVELOPMENT, L.L.C.
12720 E. NORTHEAST E
SPOKANE, WA 99216-1197

Please Type or Print Neatly & Clearly All Information

Document Title(s)
PRIVATE ROOFS MAINTENANCE AGREEMENT

Reference Number(s) of Related Documents:

Grantor(s) (Last Name, First & Middle Initial)
RT DEVELOPMENT, L.L.C.

Grantee(s) (Last Name, First & Middle Initial)
PUBLIC

Legal Description (Abbreviated form is acceptable) i.e. Section/Township/Range/W4 Section
LOTS 4-15, BLOCK 1, THORLE CREEK SOUTH FIRST ADDITION, REFERRED TO BELOW AS "BENEFITED PROPERTY"

Assessor's Tax Parcel ID Number: 55194 4072

The County Auditor 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 provided herein.

Sign below only if your document is Non-Standard.

I am requesting an emergency non-standard recording for an additional fee as provided in RCW 36.18.010. I understand that the recording processing requirements may cover up or otherwise obscure some parts of the text of the original document. Fee for non-standard processing is $50.

Signature of Requesting Party
PRIVATE ROADWAY MAINTENANCE AGREEMENT

This Private Roadway Maintenance Agreement is made this 18th day of
August, 2002 by RT Development, L.L.C., a Washington Limited Liability
Company, as "Grantor".

1. Grantor is the Owner of real property located in Spokane County,
Washington, legally described as Lots 4-15, Block A, Turtle Creek South First
Addition, referred to below as the "Benefited Property".

2. Grantor hereby binds the respective owners of each tax parcel existing or
hereafter created within the Benefited Property to share in reasonable costs and charges
for the maintenance, repair, replacement, reconstruction and clearing, as the same may
be necessary in connection with the private road shown on the recorded plat as Jessica
Lane and Lindsay Lane, and all reasonable ancillary structures thereto. The owner of
each such tax parcel shall bear an equal share of all of such costs and charges.

3. Maintenance shall include all reasonably necessary costs and charges for
cleaning, resurfacing, patching, sanding, graveling, abating dust, removing snow, and
similar items customary for the maintenance of a roadway and its ancillary structures.

4. Except expenses required by any public authority, all owners of any of the
parcels within the Benefited Property which share in expenses as stated above shall be
consulted prior to the expenditure of funds for any of the functions referred to in
Paragraphs 1 and 2. When possible, consultation shall occur in advance of any actual
expenditure with respect to anticipated or recouping items or expenses.

5. After consultation, a written agreement of the owners of a majority of the
parcels within the Benefited Property shall be binding on all owners of all of the parcels
to share in such expenses. If required by a Public Authority, consent of the owners
shall not be required in order to establish their obligation to pay their proportionate
share of such required items or expenses incurred or to be incurred.

6. If practicable, all owners of parcels within the Benefited Property shall
contribute their proportionate share of the cost of all items an expenses at or prior to
the date due to be paid. The owners may cooperate to create one or more bank accounts and periodic contributions for this purpose. If insufficient funds are available for such items or expenses, any of such owners may pay for the cost of same and receive reimbursement from any non-contributing owner or owners.

7. If not paid in advance, payments from obligated owners of parcels within the Benefited Property shall be due to the owners paying the same within thirty (30) days of the date written request for payment for a proper charge is delivered to such owner, or within forty (40) days of the date such written request is sent to such owner's address by certified mail, return receipt requested. All delinquent obligations shall bear interest from the date of delinquency at the rate of twelve percent (12%) per annum until fully paid. Such obligations and all interest, costs, expenses and reasonable attorney's fees incurred in connection with establishing or collecting such delinquency shall be a personal obligation of the owner of such parcel, and shall be a lien against such parcel. Written notice of a delinquent obligation may be recorded in the office of the Spokane County Auditor by one or more of the owners entitled to reimbursement, and any such delinquent obligation may be enforced in like fashion as a mortgage obligation against such property, including the right to judicially foreclose such lien as a mortgage.

8. Notwithstanding anything to the contrary above, any lender, mortgagee, deed of trust beneficiary, or contract vendor who acquires any interest in any parcel prior to the recording of a notice of delinquent obligation shall acquire their interest with priority over any lien arising out of any of the obligations or delinquencies arising prior to the recording of the instrument evidencing such loan, mortgage, deed of trust, or contract.

9. This Private Roadway Maintenance Agreement is made as of the date first written above, shall run with the property and shall be binding on and inure to the benefit of the heirs, successors and assigns of the owners of the Benefited Property and the private roadway described herein.

RT DEVELOPMENT, L.L.C.

By: Richard T. Dahm, Manager

STATE OF WASHINGTON

COUNTY OF SPOKANE

On this 1st day of August, 2002 before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Richard T. Dahm to me known to be the Manager of RT Development, L.L.C., a Washington Limited Liability Company, and acknowledged the instrument to be the free and voluntary act and deed of the corporation, for the uses and purposes therein mentioned, and on oath stated that he is authorized to execute the instrument.
WITNESS my hand and official seal hereto affixed the day and year in this certificate above written.

[Signature]

Sandra J. Butler

NOTARY PUBLIC in and for the State of Washington, residing at Spokane. My Commission Expires: 9-1-05

Sandra J. Butler
Print Name
PRIVATE ROADWAY MAINTENANCE AGREEMENT

This Private Roadway Maintenance Agreement is made this 15th day of August, 2002 by RT Development, L.L.C., a Washington Limited Liability Company, as "Grantor".

1. Grantor is the Owner of real property located in Spokane County, Washington, legally described as Lots 4-15, Block 3, Turtle Creek South First Addition, referred to below as the "Benefitted Property."

2. Grantor hereby binds the respective owners of each tax parcel existing or hereafter created within the Benefitted Property to share in reasonable costs and charges for the maintenance, repair, replacement, reconstruction and clearing, as the same may be necessary in connection with the private road shown on the recorded plat as Jessica Lane and Lindsay Lane, and all reasonable ancillary structures thereto. The owner of each such tax parcel shall bear an equal share of all of such costs and charges.

3. Maintenance shall include all reasonably necessary costs and charges for cleaning, resurfacing, patching, sanding, graveling, abating dust, removing snow, and similar items customary for the maintenance of a roadway and its ancillary structures.

4. Except expenses required by any public authority, all owners of any of the parcels within the Benefitted Property which share in expenses as stated above shall be consulted prior to the expenditure of funds for any of the functions referred to in Paragraphs 1 and 2. When possible, consultation shall occur in advance of any actual expenditure with respect to anticipated or reoccurring items or expenses.

5. After consultation, a written agreement of the owners of a majority of the parcels within the Benefitted Property shall be binding on all owners of all of the parcels to share in such expenses. If required by a Public Authority, consent of the owners shall not be required in order to establish their obligation to pay their proportionate share of such required items or expenses incurred or to be incurred.

6. If practicable, all owners of parcels within the Benefitted Property shall contribute their proportionate share of the cost of all items an expenses at or prior to
RETURN ADDRESS:

RT DEVELOPMENT, L.L.C.
12720 E. Nora, Suite E
Spokane, WA 99216-1197

Document Title:

PAGE 1 - PRIVATE ROADWAY MAINTENANCE AGREEMENT

Being Re-recorded to correct Block Number from Block 4 to Block 3 in Turtle Creek South First Addition.

A copy of the original recorded Document No. 4770178 Cover Sheet and recorded copy of Page 1 of Private Roadway Maintenance Agreement attached hereto for your reference.

Grantor:

RT DEVELOPMENT, L.L.C.

Grantee:

Public

Legal Description:

Lots 4-15, Block 3 - Turtle Creek South First Addition, referred to below as “Benefitted Property”

Assessor's Tax Parcel ID Number:

55194.9072