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BARRON SMITH DAUGERT, PLLC
PO Box 5008
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RDAGR

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SAN JUAN COUNTY, WASHINGTON

F. MILENE HENLEY, AUDITOR

DMT

DOCUMENT TITLE: ROAD MAINTENANCE AGREEMENT

GRANTORS: KATHRYNE A NICKERSON & WILLIAM M ZINGARELLI
REBECCA C EARNEST, UND 1/2; VAUGHN E PLOEGER, UND 1/2 AS JTWRs
LOIS E BRANDT, TTEE
295 RACCOON LLC
CHERYL LEE CASTAGNA
CHERYL LEE CASTAGNA
LYNN S & GLEANNA RICHARDS
SHARIN J LEE
GORDON K & ANN L GABRIELSON
JOHN R & SALLY J BENNETT
WALLACE H.J. CHANG, MD
EARL D ROBERTSON, TTEE
JOHAN G KOOYMAN
JOHN M GOTTMAN & JULIE S GOTTMAN
JOHN M GOTTMAN & JULIE S GOTTMAN

ADDITIONAL GRANTORS FOUND ON PAGE 2 OF THIS DOCUMENT:

GRANTEE: RACCOON POINT ROAD MAINTENANCE ASSOCIATION

LEGAL DESCRIPTION(S):

170734 002 000 PR SE-SW
170734 010 000 PR SE-SW
170743 006 000 -20-PR LT 5
170743 011 000 PT LT 5
170743 012 000 -9H-PT GL 5
170743 013 000 -9G-PR LT 5
170743 014 000 PR GL 5
170743 015 000 PT LT 5
170743 016 000 -9J-PR 5 OR LT 3 BUCKHORN 2 UNR PLAT
170744 002 000 PR GL 5 & PR GL 6
170743 018 000 BUCKHORN NO. 3 SHORT PLAT-LOT 2
170743 020 000 BUCKHORN NO. 3 SHORT PLAT-LOT 4
170744 004 000 PT GL 6
170744 005 000 -18-PRS LT 6
170744 006 000 PR GL 6
170744 008 000 PR GL 6

ADDITIONAL LEGAL DESCRIPTIONS FOUND ON PAGE 3 OF THIS DOCUMENT:

LEGAL DESCRIPTION CONTINUED:

170744 010 000 PR LT 6
170744 011 000 -13C-PT GL 6
171821 009 000 PR NE-NW
170833 001 000 E220' OF W660' GL 1
171712 003 000 EVERGREEN SHORT PLAT LOT 2 TGW UND INT IN COMMON AREA ON LOT 1
171714 004 000 MATIA VIEW SHORT PLAT LOT 3 TGW UND INT IN 14006 COMMON AREA
171713 009 001 SEACLIFF SHORT PLAT-LT 4 (SFTPO SEE 002)
171713 009 002 SEACLIFF SHORT PLAT-LT 4 (SFTPO SEE 001)
171713 011 000 PR SW-NE & PR NW-SE
171714 005 000 MATIA VIEW SHORT PLAT LOT 4 TGW UND INT IN 14006 COMMON AREA
171721 002 000 PR GL 1 & PR BUCK MOUNTAIN TRACTS-LT 65
171721 003 000 SUNSHINE RIDGE SHORT PLAT-LT 1, TWG UND 1/2 INT IN
171721 009 000 SUNSHINE RIDGE SHORT PLAT-LOT 2, TGW UND 1/2 INT IN
171721 010 000 SUNSHINE RIDGE SHORT PLAT-SHORELINE COMMON AREA
171724 005 000 PR SE-NW; PR SW-NW
171724 009 000 PR SE-NW & PR SW-NE
171750 069 000 BUCK MOUNTAIN TRACTS LOT 69, TGW PR GL-1, SEC 8
170833 004 000 PR W440' GL-1
171750 070 000 BUCK MOUNTAIN TRACTS LOT 70, EX ELY PR
171750 071 000 BUCK MOUNTAIN TRACTS LOT 71, TGW ELY PR LOT 70
171624 001 000 THE ALYCE ONE SHORT PLAT-LOT 1
171624 003 000 THE ALYCE ONE SHORT PLAT-LOT 2
171632 001 000 PR NW-SW
171632 002 000 PR NW-SW
171651 024 000 RACCOON POINT NO 2-LOT 24
171650 002 000 RACCOON POINT - LOT 2
171650 006 000 RACCOON POINT-LOT 6
171650 007 000 RACCOON POINT-LOT 7 & .06 AC UNPLATTED PR GL 1
171650 010 000 RACCOON POINT-LOT 10
171650 012 000 RACCOON POINT-LOT 12
171650 017 000 RACCOON POINT-LOT 17
171650 018 00 RACCOON POINT-LOT 18
171650 023 000 RACCOON POINT-TRACT B TGW TDS 2.97 CHS
171651 021 000 RACCOON POINT NO 2-LOT 21
171651 022 000 RACCOON POINT NO 2-LOT 22 TGW TDS .83 CHS
171651 026 000 RACCOON POINT NO 2-LOT 26
171651 027 000 RACCOON POINT NO 2-LOT 27
171651 029 000 RACCOON POINT NO 2-LOT 29 & PR LT 28
171651 031 000 RACCOON POINT NO 2-LOT 31
171651 033 000 RACCOON POINT NO 2-LOT 33
171651 034 000 RACCOON POINT NO 2-LOT 34
171651 035 000 RACCOON POINT NO 2-LOT 35
171651 036 000 RACCOON POINT NO 2-LOT 36
172111 002 000 TWIN LAKES NATURE PRESERVE TRACT 5/6A S.P.-LT 5B, TGW CONS ESMT
172111 004 000 TWN LKS NAT PRESERVE TR 5/6 SP-LT6A & WLY PR TK6, TGW CONS ESMT
172111 005 000 PR GL-1, PR NW-NE, PR SE-SW SEC 16, PR GL-1 SEC 22; TGW
172112 001 000 PR NW-NE & PR NE-NW SEC 21 TRACT 2; SURV BK 11/181; TGW CONS ESMT
172113 003 000 TWIN LAKES NATURE PRESERVE; TRACT 3 SH PLT-LOT 3A; TGW CONS ESMT
172113 005 000 TWIN LKS NATURE PRESERVE TRACT 3 SH PLAT-LOT 3B; TGW CONS ESMT
172113 006 000 PRITCHETT SHORT PLAT-LT 1, TGW CONS ESMT
172113 007 000 PRITCHETT SHORT PLAT-LT 2, TGW CONS ESMT
172222 001 000 PR GL-1 & PR SW-NW, TGW CONS ESMT

GRANTORS CONTINUED:

JAMES R PLIHAL, TTEE
KIRSCHBAUM LTD PARTNERSHIP
KEVIN J & LISA M CONNER
MICHAEL BOERO & VALERIE WOODRUFF
JAMES B & SANDRA A DAGNON TTEE
JAMES B & SANDRA A DAGNON TTEE
FRANKLIN M & BARBARA L TRUNKEY CO-TRUSTEES
FRANKLIN M & BARBARA L TRUNKEY CO-TRUSTEES
FRANKLIN M & BARBARA L TRUNKEY CO-TRUSTEES
DONNA L DELONG
MICHAEL HOOVER
MADRONA POINT PROPERTIES LLC
MADRONA POINT PROPERTIES LLC
ROBERT B CONNELL
RICHARD F HOFFMAN, TTEE
JONATHAN H & PATRICIA T BERG
JONATHAN H & PATRICIA T BERG
LEONARD G & MAUREEN RICKEY
GREGORY R NEBEKER
IRWIN SIEGEL
JAMES & ESTHER MCCULLOUGH, TTEE
DAVID W & RIFAAT FAY
RACCOON POINT INC.
RACCOON POINT INC.
INGE THEISEN
ARJEAN FILMER-BENNETT TTEE
JOHN & PAMELA CARR
SHAWN & LEILA ELLIFF
PHILLIP JONES & SUZANNE QUINN
SUZANNE DEGE
JULIET B JOHNSON
ROBERT C TUCKER
MARSHA E WOLF & KENNETH R LINKHART
MARSHA E WOLF & KENNETH R LINKHART
RICHARD & SHERRIE SCHIFF
NATALIE L VINSON-CARDINELL
BRUCE RYLANDER
JAMES C & SYLVIA S BIDDICK
ROBERT & WENDY LUCAS, TTEES
BRIAN & ORGELINA WIESE
WILLI J & PATSY B KUEHLE, H/W
WILLI J & PATSY B KUEHLE, H/W
B J & BARBARA IWARSSON
ROBERT J & PATRICIA L HERBOLD
ALLEN WILCOX, ET AL
G FRANK & PAIGE A MCCORMICK
GERALD MUNOFF & ELEANORE STEWART
RICHARD & MYRNA FANT
DONALD & FRANCES PRITCHETT
KAY T POPE TTEE
HAWAII LOA REALTY, INC.

Road Maintenance Agreement

This Road Maintenance Agreement (this "Agreement") is made as of this 9th day of Sept, 2006 by and among the Raccoon Point Road Maintenance Association (the "Association") and the property owners identified on Exhibit A, attached hereto and incorporated herein, and their successors and assigns with respect to real property located on Orcas Island, in San Juan County, Washington, as further defined herein. Such property owners are hereinafter referred to collectively as "Lot Owners" and individually as a "Lot Owner."

WHEREAS, Raccoon Point Road, for purposes of this Agreement, is described as a private single road on Orcas Island in San Juan County, Washington which starts at the intersection of Buckhorn Road and ends at the Raccoon Point entrance gates (the "Road"), as further described in Exhibit B attached hereto and incorporated herein;

WHEREAS, the Lot Owners share a common right of ingress and egress over the Road, which serves the Lot Owners' properties, as further described herein (individually a "Lot" or collectively the "Lots");

WHEREAS, the parties desire to provide for the repair and maintenance of the Road;

WHEREAS, the parties desire to keep the Road private and limit access to Lot Owners and invited guests;

WHEREAS, the parties intend for this Agreement to supersede all road maintenance and use agreements in regards to the use, maintenance and control of the Road between and among all parties hereto, including, but not limited to the Road Maintenance Agreement recorded under San Juan County Auditor's File No. 119880 and the Easement Agreement recorded under San Juan County Auditor's File No. 69432 incorporated by reference; and

WHEREAS, the parties enter into this Agreement in order to provide a governing structure and authority to maintain and regulate the use of the Road.

NOW THEREFORE, in consideration of the promises and mutual covenants herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree to the following which shall be a covenant upon the Lots.

1. **Property.** This Agreement shall apply to the easements and/or use rights to the Road held by the Lot Owners with regard to the property legally described in Exhibit A.
2. **Purpose of Agreement.** The purpose of this Agreement is to maintain and regulate the use of the Road, which services the Lots for the use and benefit of all Lot Owners, and shall be binding upon all Lot Owners.

3. **Road Maintenance Association.** The Association has been formed to be the governing entity and is responsible for granting rights to use the Road, maintaining and regulating the Road, and ensuring compliance with this Agreement. The Association is governed by its Bylaws, as recorded under San Juan County Auditor's File No. 7BD, which have been adopted by Association's Board of Directors and may be amended from time to time as provided in the Bylaws.
4. **Grant of Easement.** With respect to any portion of the Road that currently crosses a Lot Owner's Lot, then such Lot Owner hereby grants the Association: (i) the right to maintain, improve and control use of the Road in accordance with its Bylaws; and (ii) the right to grant each Lot Owner an easement for ingress and egress on the Road for so long as such Lot Owner is a member of the Association in good standing (as defined in the Association's Bylaws). The Association hereby grants each Lot an easement for ingress and egress on the Road in accordance with its Bylaws for so long as its respective Lot Owner is a member of the Association in good standing (as defined in the Association's Bylaws).
5. **General Maintenance and Regulation of Use.** The Association is responsible for maintenance of the Road and regulation of its use. Road maintenance shall include, without limitation, repair of ordinary wear and tear to the Road, erosion prevention, snow removal, dust control and any other activities to maintain the Road. Road maintenance shall not include improvements or upgrades to the Road. Improvements or upgrades to the Road shall be done pursuant to a special assessment as defined in the Bylaws. Regulation of use shall include, without limitation, speed of vehicles, road closures, vehicle size, third party use of the Road, and use of the Road for commercial purposes.
6. **Assessments.** The Board of Directors shall have the authority subject to the Bylaws to collect from Lot Owners amounts sufficient to cover the costs of the maintenance and regulation of the use of the Road. These amounts shall be referred to as Assessment(s), and shall include all costs associated with the operation of the Association and the maintenance and regulation of the use of the Road. Assessments include without limitation, maintaining the Association as a nonprofit corporation in good standing under the laws of Washington, the cost of enforcing any provision of this Agreement, and other costs and expenses necessary and proper for the effective and efficient functioning of the Association and the maintenance and use of the Road.
7. **Liens.** Each Lot Owner, by signing this Agreement, does covenant and agree to pay to the Association, within sixty (60) days after the date of notice of an Assessment, all Assessments levied by the Association. Each Lot Owner agrees that each Assessment, together with interest at rates specified by the Board of Directors and together with attorneys' fees and any other costs of collection, shall constitute a lien against the Lot, which lien shall continue until the Assessment is paid in full. In addition, any unpaid Assessment(s), together with interests in amounts or at rates specified by the Board of Directors and together with attorneys'

fees and any other costs of collection shall constitute a personal obligation of the Lot Owner(s), which shall not be released upon sale of the Lot.

8. **Enforcement.** The Association may bring a civil action for payment of the unpaid Assessment(s) against the Lot Owner(s) personally obligated to pay such Assessment(s). The lien arising herein may be judicially enforced by the Association or its authorized representative in the manner set forth in the Revised Code of Washington Chapter 61.12 or non-judicially in the manner set forth in the Revised Code of Washington Chapter 61.24. In the event the Association is the prevailing party, the Association shall be entitled to interest on the Assessment, together with all the Association's attorneys' fees and expenses and costs of the action. In addition, the Association may pursue any other legal or equitable remedies available to it for Assessment collection and/or violations of its rules and regulations.
9. **Subordination.** The Association's lien shall be subordinate to the lien of any encumbrance recorded prior to this Agreement, to the lien of any mortgage or mortgages, or to the lien for any governmental assessments or real property taxes now or hereafter placed upon the Lots. Upon request by a Lot Owner or a mortgagee of a Lot, the Association shall issue such certificates necessary to indicate the status of the Assessments. Sale or transfer of a Lot shall not discharge the lien of the Association for any Assessment.
10. **Indemnification.** Each Lot Owner shall indemnify and hold the Association harmless from and against all common law or statutory liabilities, damages, obligations, losses, claims, civil actions, costs or expenses, including attorneys' fees, arising from any act, omission or negligence of the Lot Owner or its, contractors, licensees, agents, guests or invitees on or about the Road, or arising from any injury or damage to any person or property, including the Road, occurring on or about the Road as a result of any act, omission or negligence of the Lot Owner, or its contractors, licensees, agents, guests, or invitees, or arising from any breach or default under this Agreement by the Lot Owner.
11. **Covenants Run With the Land.** The benefits and burdens of and the obligations set forth in this Agreement are intended to and shall run with the land and shall be binding upon and inure to the benefit of the parties and the present and future owners thereof and the heirs, assigns, successors, tenants and personal representatives of the parties hereto.
12. **Effective Term.** This Agreement shall be perpetual, and shall encumber and run with the land.
13. **Recording and Filing.** A copy of this Agreement shall be recorded with the San Juan County Auditor's Office.
14. **Severability.** Invalidation of any one provision of this Agreement by competent authority shall in no way affect any other provision, which shall remain in full force and effect.

15. **Amendment.** This agreement may be amended by a written instrument in recordable form and signed by Lot Owners entitled to cast at least seventy-five percent (75%) of the votes allocated to the Lots.

In witness whereof, the undersigned have executed this Agreement as of the date first above written:

Raccoon Point Road Maintenance Association

By: [Signature] Date: 9/1/07

Name/Title: Richard Fant / President RPRMA

Lot Owner(s) of Parcel No.(s) _____

By: _____ Date: _____

Print Name: _____

By: _____ Date: _____

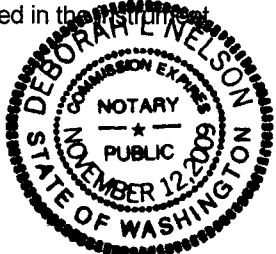
Print Name: _____

STATE OF WASHINGTON)
) ss.
COUNTY OF SAN JUAN)

I hereby certify that I know or have satisfactory evidence that Richard Fant is the person(s) who appeared before me, and said person(s) acknowledged that (s)he signed this instrument, on oath stated that (s)he was authorized to execute the instrument and acknowledged it to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED: September 19, 2006
2007

Deborah L. Nelson
NOTARY PUBLIC for the State of Washington.
My Commission expires 11/12/09



AFFIDAVIT OF CREDIBLE WITNESS

Before me, the undersigned authority, personally appeared Deborah L. Nelson, who by me, being first duly sworn, states that:

1. Affiant is eighteen years of age or older and otherwise *sui juris*.
2. The signature which is to be notarized on the *Road Maintenance Agreement* dated September 1, 2007, is that of Richard Fant.
3. The person whose signature is to be notarized is personally known to Affiant.
4. That the circumstances of the person whose signature is to be notarized are such that it would be very difficult for that person to obtain another acceptable form of identification.
5. Affiant does not have a financial interest in, nor is a party to the underlying transaction.

Deborah L. Nelson
(Signature of Affiant)

Deborah L. Nelson
(Printed name of affiant)

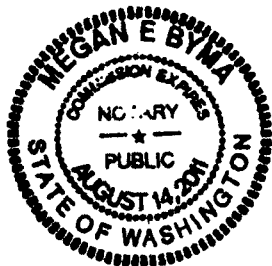
STATE OF WASHINGTON)
) SS
COUNTY OF WHATCOM)

Sworn to and subscribed to before me by Deborah L. Nelson who was personally known to me.

Megan E. Byrna
(Signature of Notary)

Megan E. Byrna
(Printed name of Notary)

Expiration Date: August 14, 2011



15. **Amendment.** This agreement may be amended by a written instrument in recordable form and signed by Lot Owners entitled to cast at least seventy-five percent (75%) of the votes allocated to the Lots.

In witness whereof, the undersigned have executed this Agreement as of the date first above written:

Raccoon Point Road Maintenance Association

By: _____ Date: _____

Name/Title: _____

Lot Owner(s) of Parcel No. (s) 1707 - 3400 - 2000

By: [Signature] Date: 11/14/06

Print Name: William Zingarelli

By: [Signature] Date: 11/14/06

Print Name: Kathryn Wickerson

STATE OF WASHINGTON)
) ss.
COUNTY OF SAN JUAN)

I hereby certify that I know or have satisfactory evidence that William Zingarelli and Kathryn Wickerson are the person(s) who appeared before me, and said person(s) acknowledged that ~~she~~ ^{they} signed this instrument, on oath stated that (s)he was authorized to execute the instrument and acknowledged it to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED: November 14, 2006.

Kathleen A. Matzen
NOTARY PUBLIC for the State of Washington.
My Commission expires 11-8-09.



15. Amendment. This agreement may be amended by a written instrument in recordable form and signed by Lot Owners entitled to cast at least seventy-five percent (75%) of the votes allocated to the Lots.

In witness whereof, the undersigned have executed this Agreement as of the date first above written:

Raccoon Point Road Maintenance Association

By: _____ Date: _____

Name/Title: _____

Lot Owner(s) of Parcel No.(s) 170734010, _____

By: Rebecca Earnest Date: Sept. 7, 2006

Print Name: Rebecca C Earnest

By: Vaughn E Ploeger Date: Sept 7, 2006

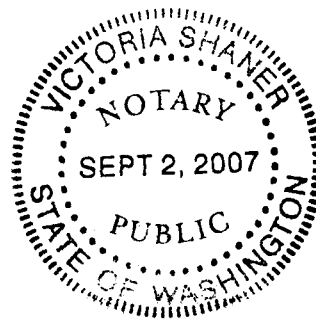
Print Name: Vaughn E Ploeger

STATE OF WASHINGTON)
) ss.
COUNTY OF SAN JUAN)

I hereby certify that I know or have satisfactory evidence that Rebecca C. Earnest & Vaughn E. Ploeger is the person(s) who appeared before me, and said person(s) acknowledged that (s)he signed this instrument, on oath stated that (s)he was authorized to execute the instrument and acknowledged it to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED: September 7, 2006.

Victoria Shaner
NOTARY PUBLIC for the State of Washington.
My Commission expires 09-02-2007



15. **Amendment.** This agreement may be amended by a written instrument in recordable form and signed by Lot Owners entitled to cast at least seventy-five percent (75%) of the votes allocated to the Lots.

In witness whereof, the undersigned have executed this Agreement as of the date first above written:

Raccoon Point Road Maintenance Association

By: Lois E Brandt Date: 10-12-06

Name/Title: LOIS E. BRANDT / OWNER

Lot Owner(s) of Parcel No.(s) 170793006

By: _____ Date: _____

Print Name: _____

By: _____

Print Name: _____



STATE OF WASHINGTON)
) ss.
COUNTY OF SAN JUAN)
King

I hereby certify that I know or have satisfactory evidence that Lois E Brandt is the person(s) who appeared before me, and said person(s) acknowledged that (s)he signed this instrument, on oath stated that (s)he was authorized to execute the instrument and acknowledged it to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED: October 12, 2006.

Patricia R. Pouliot
NOTARY PUBLIC for the State of Washington.
My Commission expires 8/16/08.

15. **Amendment.** This agreement may be amended by a written instrument in recordable form and signed by Lot Owners entitled to cast at least seventy-five percent (75%) of the votes allocated to the Lots.

In witness whereof, the undersigned have executed this Agreement as of the date first above written:

Raccoon Point Road Maintenance Association

By: Sergio Oxman Date: 8-20-2006

Name/Title: Manager

Lot Owner(s) of Parcel No.(s) 170743011

By: _____ Date: _____

Print Name: _____

By: _____ Date: _____

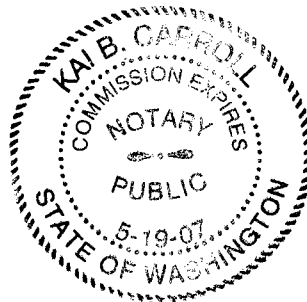
Print Name: _____

STATE OF WASHINGTON)
) ss.
COUNTY OF SAN JUAN)

I hereby certify that I know or have satisfactory evidence that Sergio Oxman is the person(s) who appeared before me, and said person(s) acknowledged that (s)he signed this instrument, on oath stated that (s)he was authorized to execute the instrument and acknowledged it to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED: October 20, 2006.

[Signature]
NOTARY PUBLIC for the State of Washington.
My Commission expires 5-19-2007



15. **Amendment.** This agreement may be amended by a written instrument in recordable form and signed by Lot Owners entitled to cast at least seventy-five percent (75%) of the votes allocated to the Lots.

In witness whereof, the undersigned have executed this Agreement as of the date first above written:

Raccoon Point Road Maintenance Association

By: Cheryl Lee Castagna Date: 10-12-06

Name/Title: CHERYL LEE CASTAGNA (OWNER)

Lot Owner(s) of Parcel No.(s) 170743 013000, 170743 013000

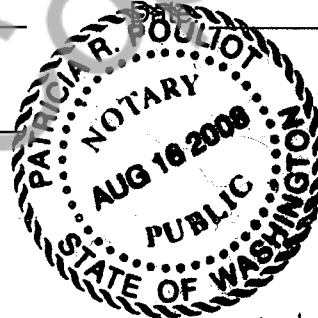
By: _____ Date: _____

Print Name: _____

By: _____

Print Name: _____

STATE OF WASHINGTON)
) ss.
COUNTY OF ~~SAN JUAN~~)
King



I hereby certify that I know or have satisfactory evidence that Cheryl Lee Castagna is the person(s) who appeared before me, and said person(s) acknowledged that (s)he signed this instrument, on oath stated that (s)he was authorized to execute the instrument and acknowledged it to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED: October 12, 2006.

Patricia R Poullet
NOTARY PUBLIC for the State of Washington.
My Commission expires 8/18/08

15. **Amendment.** This agreement may be amended by a written instrument in recordable form and signed by Lot Owners entitled to cast at least seventy-five percent (75%) of the votes allocated to the Lots.

In witness whereof, the undersigned have executed this Agreement as of the date first above written:

Raccoon Point Road Maintenance Association

By: _____ Date: _____

Name/Title: _____

Lot Owner(s) 170743014

By: Lynn S. Richards Date: 10/2/06

Print Name: Lynn S. Richards

By: Glenna Richards Date: 10-2-06

Print Name: Glenna Richards

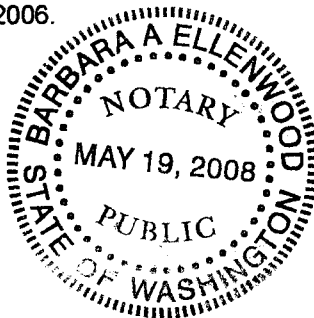
STATE OF WASHINGTON)
) ss.
COUNTY OF SAN JUAN)

Lynn S Richards,
Glenna Richards

I hereby certify that I know or have satisfactory evidence that Glenna Richards is the person(s) who appeared before me, and said person(s) acknowledged that (s)he signed this instrument, on oath stated that (s)he was authorized to execute the instrument and acknowledged it to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED: October 2, 2006.

Barbara A. Ellenwood
NOTARY PUBLIC for the State of Washington.
My Commission expires 5-19-2008



8. **Enforcement.** The Association may bring a civil action for payment of the unpaid Assessment(s) against the Lot Owner(s) personally obligated to pay such Assessment(s). The lien arising herein may be judicially enforced by the Association or its authorized representative in the manner set forth in the Revised Code of Washington Chapter 61.12 or non-judicially in the manner set forth in the Revised Code of Washington Chapter 61.24. In the event the Association is the prevailing party, the Association shall be entitled to interest on the Assessment, together with all the Association's attorneys' fees and expenses and costs of the action. In addition, the Association may pursue any other legal or equitable remedies available to it for Assessment collection and/or violations of its rules and regulations.
9. **Subordination.** The Association's lien shall be subordinate to the lien of any encumbrance recorded prior to this Agreement, to the lien of any mortgage or mortgages, or to the lien for any governmental assessments or real property taxes now or hereafter placed upon the Lots. Upon request by a Lot Owner or a mortgagee of a Lot, the Association shall issue such certificates necessary to indicate the status of the Assessments. Sale or transfer of a Lot shall not discharge the lien of the Association for any Assessment.
10. **Indemnification.** Each Lot Owner shall indemnify and hold the Association harmless from and against all common law or statutory liabilities, damages, obligations, losses, claims, civil actions, costs or expenses, including attorneys' fees, arising from any act, omission or negligence of the Lot Owner or its, contractors, licensees, agents, guests or invitees on or about the Road, or arising from any injury or damage to any person or property, including the Road, occurring on or about the Road as a result of any act, omission or negligence of the Lot Owner, or its contractors, licensees, agents, guests, or invitees, or arising from any breach or default under this Agreement by the Lot Owner.
11. **Covenants Run With the Land.** The benefits and burdens of and the obligations set forth in this Agreement are intended to and shall run with the land and shall be binding upon and inure to the benefit of the parties and the present and future owners thereof and the heirs, assigns, successors, tenants and personal representatives of the parties hereto.
12. **Effective Term.** This Agreement shall be perpetual, and shall encumber and run with the land.
13. **Recording and Filing.** A copy of this Agreement shall be recorded with the San Juan County Auditor's Office.
14. **Severability.** Invalidation of any one provision of this Agreement by competent authority shall in no way affect any other provision, which shall remain in full force and effect.

15. **Amendment.** This agreement may be amended by a written instrument in recordable form and signed by Lot Owners entitled to cast at least seventy-five percent (75%) of the votes allocated to the Lots.

In witness whereof, the undersigned have executed this Agreement as of the date first above written:

Raccoon Point Road Maintenance Association

By: _____ Date: _____

Name/Title: _____

Lot Owner(s) of Parcel No.(s) 170743015000

By: _____ Date: _____

Print Name: SHARIN J LEE

By: [Signature] Date: 8/28/06

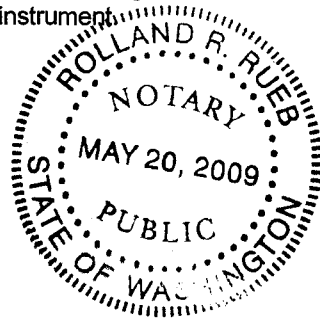
Print Name: _____

STATE OF WASHINGTON)
) ss.
COUNTY OF SAN JUAN)

I hereby certify that I know or have satisfactory evidence that Sharon J. Lee is the person(s) who appeared before me, and said person(s) acknowledged that (s)he signed this instrument, on oath stated that (s)he was authorized to execute the instrument and acknowledged it to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED: 8/28/06, 2006.

[Signature]
NOTARY PUBLIC for the State of Washington.
My Commission expires may 20, 09



15. **Amendment.** This agreement may be amended by a written instrument in recordable form and signed by Lot Owners entitled to cast at least seventy-five percent (75%) of the votes allocated to the Lots.

In witness whereof, the undersigned have executed this Agreement as of the date first above written:

Raccoon Point Road Maintenance Association

By: _____ Date: _____

Name/Title: _____

Lot Owner(s) of Parcel No.(s) 170743 0.16000, 170.744-002000

By: G.K. Gabrielson Date: 10-2-06

Print Name: G.K. GABRIELSON

By: Ann L. Gabrielson Date: 10-2-06

Print Name: Ann L. Gabrielson

STATE OF WASHINGTON)
) ss.
 COUNTY OF Kings)
~~SAN JUAN~~

G.K. GABRIELSON &

I hereby certify that I know or have satisfactory evidence that Ann Gabrielson is the person(s) who appeared before me, and said person(s) acknowledged that (s)he signed this instrument, on oath stated that (s)he was authorized to execute the instrument and acknowledged it to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED: Oct 2nd, 2006.

Lien B. Staudt
 NOTARY PUBLIC for the State of Washington.
 My Commission expires 4/15/2007



15. **Amendment.** This agreement may be amended by a written instrument in recordable form and signed by Lot Owners entitled to cast at least seventy-five percent (75%) of the votes allocated to the Lots.

In witness whereof, the undersigned have executed this Agreement as of the date first above written:

Raccoon Point Road Maintenance Association

By: John R. Bennett ~~OR~~ 5-16-07 Date: 5-16-07 ~~OR~~ 5-16-07

Name/Title: _____

Lot Owner(s) of Parcel No.(s) Buckhoan No. 3 SHORT PIAT
2, 110743018

By: Sally J. Bennett Date: 5/16/07

Print Name: SALLY J. BENNETT

By: John R. Bennett Date: 5-16-07

Print Name: John R. BENNETT

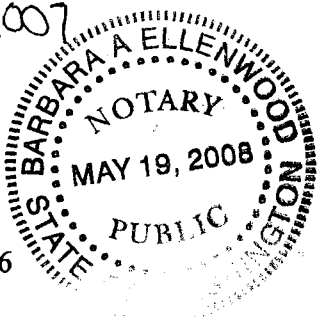
STATE OF WASHINGTON)
) ss.
COUNTY OF SAN JUAN)

John R Bennett

I hereby certify that I know or have satisfactory evidence that Sally J Bennett is the person(s) who appeared before me, and said person(s) acknowledged that (s)he signed this instrument, on oath stated that (s)he was authorized to execute the instrument and acknowledged it to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED: May 16 ~~2006~~ 2007

Barbara A. Ellenwood
NOTARY PUBLIC for the State of Washington.
My Commission expires 5-19-2007



15. **Amendment.** This agreement may be amended by a written instrument in recordable form and signed by Lot Owners entitled to cast at least seventy-five percent (75%) of the votes allocated to the Lots.

In witness whereof, the undersigned have executed this Agreement as of the date first above written:

Raccoon Point Road Maintenance Association

By: _____ Date: _____

Name/Title: _____

Lot Owner(s) of Parcel No.(s) 170743020000

By: Wallace H.J. Chang Date: October 6, 2006

Print Name: _____


By:  Date: 10-14-2006

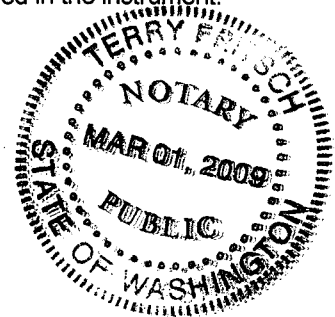
Print Name: _____

STATE OF WASHINGTON)
) ss.
COUNTY OF SAN JUAN)

I hereby certify that I know or have satisfactory evidence that Wallace Chang is the person(s) who appeared before me, and said person(s) acknowledged that (s)he signed this instrument, on oath stated that (s)he was authorized to execute the instrument and acknowledged it to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED: Oct. 14th, 2006.


NOTARY PUBLIC for the State of Washington.
My Commission expires Mar 1st 2009



15. **Amendment.** This agreement may be amended by a written instrument in recordable form and signed by Lot Owners entitled to cast at least seventy-five percent (75%) of the votes allocated to the Lots.

In witness whereof, the undersigned have executed this Agreement as of the date first above written:

Raccoon Point Road Maintenance Association

By: _____ Date: _____

Name/Title: _____

Lot Owner(s) of Parcel No.(s) 170744004000, _____

By: *Earl D Robertson* Date: 8/25/06

Print Name: EARL D ROBERTSON

By: _____ Date: _____

Print Name: _____

STATE OF WASHINGTON)
) ss.
COUNTY OF SAN JUAN)

I hereby certify that I know or have satisfactory evidence that Earl D Robertson is the person(s) who appeared before me, and said person(s) acknowledged that (s)he signed this instrument, on oath stated that (s)he was authorized to execute the instrument and acknowledged it to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED: August 26, 2006.

Victoria Shaner
NOTARY PUBLIC for the State of Washington.
My Commission expires 10/31/07.



15. **Amendment.** This agreement may be amended by a written instrument in recordable form and signed by Lot Owners entitled to cast at least seventy-five percent (75%) of the votes allocated to the Lots.

In witness whereof, the undersigned have executed this Agreement as of the date first above written:

Raccoon Point Road Maintenance Association

By: _____ Date: _____

Name/Title: _____

Lot Owner(s) of Parcel No.(s) 1 70744005000

By: Johan G. Kooyman Date: 8-26-06

Print Name: JOHAN KOOYMAN Johan Kooyman

By: _____ Date: _____

Print Name: _____

STATE OF WASHINGTON)
) ss.
COUNTY OF SAN JUAN)

I hereby certify that I know or have satisfactory evidence that Johan G. Kooyman is the person(s) who appeared before me, and said person(s) acknowledged that (s)he signed this instrument, on oath stated that (s)he was authorized to execute the instrument and acknowledged it to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED: August 26, 2006.

Victoria Shaner
NOTARY PUBLIC for the State of Washington.
My Commission expires 09/02/07.



15. **Amendment.** This agreement may be amended by a written instrument in recordable form and signed by Lot Owners entitled to cast at least seventy-five percent (75%) of the votes allocated to the Lots.

In witness whereof, the undersigned have executed this Agreement as of the date first above written:

Raccoon Point Road Maintenance Association

By: _____ Date: _____

Name/Title: _____

Lot Owner(s) of Parcel No.(s) 170744006000 170744008000

By: Julie Gottman Date: 8-26-06

Print Name: Julie Gottman

By: John Gottman Date: 9/4/06

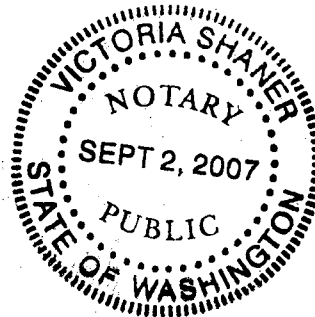
Print Name: John Gottman

STATE OF WASHINGTON)
) ss.
COUNTY OF SAN JUAN)

I hereby certify that I know or have satisfactory evidence that Julie S. Gottman is the person(s) who appeared before me, and said person(s) acknowledged that (s)he signed this instrument, on oath stated that (s)he was authorized to execute the instrument and acknowledged it to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED: August 26, 2006.

Victoria Shaner
NOTARY PUBLIC for the State of Washington.
My Commission expires 09/02/07.



15. **Amendment.** This agreement may be amended by a written instrument in recordable form and signed by Lot Owners entitled to cast at least seventy-five percent (75%) of the votes allocated to the Lots.

In witness whereof, the undersigned have executed this Agreement as of the date first above written:

Raccoon Point Road Maintenance Association

By: _____ Date: _____

Name/Title: _____

Lot Owner(s) of Parcel No.(s) 170744009600 ¹⁰⁰⁰⁰ ~~170744010000~~

By: James R. Plihal Date: 8-26-2006

Print Name: James R. Plihal

By: _____ Date: _____

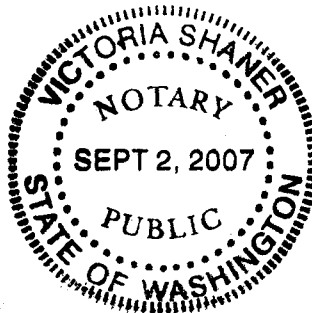
Print Name: _____

STATE OF WASHINGTON)
) ss.
COUNTY OF SAN JUAN)

I hereby certify that I know or have satisfactory evidence that James R. Plihal is the person(s) who appeared before me, and said person(s) acknowledged that (s)he signed this instrument, on oath stated that (s)he was authorized to execute the instrument and acknowledged it to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED: August 26, _____, 2006.

Victoria Shaner
NOTARY PUBLIC for the State of Washington.
My Commission expires 09/02/07.



Road Maintenance Agreement

Parcel owned by the: Kirschbaum LLP

2007 1219026 PAGE 23 OF 72
SAN JUAN COUNTY, WASHINGTON

Lot Owners of Parcel No. 1707-440-11000, San Juan County

By: Edward H. Kirschbaum Date: 8/31/06

Print Name: Edward H. Kirschbaum, General Partner

By: Marjorie R. Kirschbaum Date: 8.31.06

Print Name: Marjorie R. Kirschbaum, General Partner

STATE OF OREGON)) ss.

COUNTY OF CLACKAMAS)

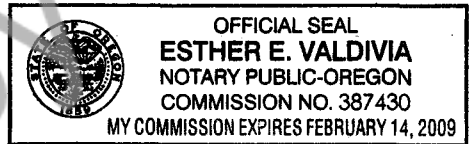
I hereby certify that I know or have satisfactory evidence that EDWARD H. KIRSCHBAUM AND MARJORIE R KIRSCHBAUM are the persons who appeared before me, and said persons acknowledged that they signed this instrument, on oath stated that they were authorized to execute the instrument and acknowledged it to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED: AUGUST 31, 2006.

[Signature]

NOTARY PUBLIC for the State of Oregon.

My Commission expires: 2/14/2009



15. **Amendment.** This agreement may be amended by a written instrument in recordable form and signed by Lot Owners entitled to cast at least seventy-five percent (75%) of the votes allocated to the Lots.

In witness whereof, the undersigned have executed this Agreement as of the date first above written:

Raccoon Point Road Maintenance Association

By: _____ Date: _____

Name/Title: _____

Lot Owner(s) of Parcel No.(s) 171821009

By: [Signature] Date: 6/27/07

Print Name: Kevin J Conner

By: [Signature] Date: 6/27/07

Print Name: Lisa Murphy Conner

STATE OF WASHINGTON)
) KING) ss.
COUNTY OF ~~SAN JUAN~~)

I hereby certify that I know or have satisfactory evidence that Kevin J & Lisa Murphy ^{Conner} ~~is~~ ^{are} the person(s) who appeared before me, and said person(s) acknowledged that (s)he signed this instrument, on oath stated that (s)he was authorized to execute the instrument and acknowledged it to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED: June 27th 2006

[Signature]
NOTARY PUBLIC for the State of Washington.
My Commission expires 10/29/07

DEBORAH C. PEDERSLIE
STATE OF WASHINGTON
NOTARY — — PUBLIC
MY COMMISSION EXPIRES 10-29-07

15. **Amendment.** This agreement may be amended by a written instrument in recordable form and signed by Lot Owners entitled to cast at least seventy-five percent (75%) of the votes allocated to the Lots.

In witness whereof, the undersigned have executed this Agreement as of the date first above written:

Raccoon Point Road Maintenance Association

By: _____ Date: _____

Name/Title: _____

Lot Owner(s) of Parcel No.(s) 1708 33001

By: Valerie Woodruff Date: 11/7/06

Print Name: Valerie Woodruff

By: Michael Boero Date: 11/7/06

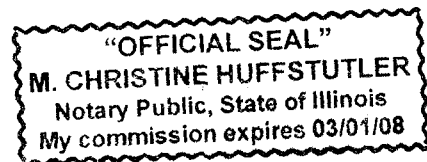
Print Name: Michael J. Boero

Illinois
STATE OF ~~WASHINGTON~~)
) ss.
COUNTY OF ~~SAN JUAN~~)
Champaign

I hereby certify that I know or have satisfactory evidence that V. Woodruff Michael Boero is the person(s) who appeared before me, and said person(s) acknowledged that (s)he signed this instrument, on oath stated that (s)he was authorized to execute the instrument and acknowledged it to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED: Nov 7th, 2006.

M. Christine Huffstutler
NOTARY PUBLIC for the State of ~~Washington~~ Illinois
My Commission expires 03-01-08



15. Amendment. This agreement may be amended by a written instrument in recordable form and signed by Lot Owners entitled to cast at least seventy-five percent (75%) of the votes allocated to the Lots.

In witness whereof, the undersigned have executed this Agreement as of the date first above written:

Raccoon Point Road Maintenance Association

By: _____ Date: _____

Name/Title: _____

Lot Owner(s) of Parcel No.(s) 171712003000, 171714004000,

By: James B Dagnon Date: 9/11/2006

Print Name: JAMES B DAGNON

By: Sandra A. Dagnon Date: 9/11/2006

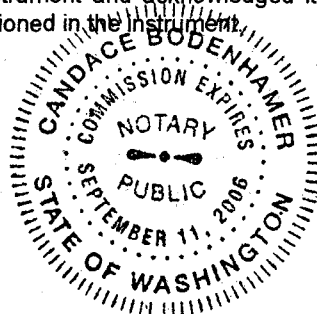
Print Name: Sandra A. Dagnon

STATE OF WASHINGTON)
) ss.
COUNTY OF SAN JUAN)

I hereby certify that I know or have satisfactory evidence that James B & Sandra A Dagnon are the person(s) who appeared before me, and said person(s) acknowledged that they signed this instrument, on oath stated that she was authorized to execute the instrument and acknowledged it to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED: Sept. 11, 2006.

Candace Bodenhamer
NOTARY PUBLIC for the State of Washington.
My Commission expires 9-11-06.



fees and any other costs of collection shall constitute a personal obligation of the Lot Owner(s), which shall not be released upon sale of the Lot.

8. **Enforcement.** The Association may bring a civil action for payment of the unpaid Assessment(s) against the Lot Owner(s) personally obligated to pay such Assessment(s). The lien arising herein may be judicially enforced by the Association or its authorized representative in the manner set forth in the Revised Code of Washington Chapter 61.12 or non-judicially in the manner set forth in the Revised Code of Washington Chapter 61.24. In the event the Association is the prevailing party, the Association shall be entitled to interest on the Assessment, together with all the Association's attorneys' fees and expenses and costs of the action. In addition, the Association may pursue any other legal or equitable remedies available to it for Assessment collection and/or violations of its rules and regulations.
9. **Subordination.** The Association's lien shall be subordinate to the lien of any encumbrance recorded prior to this Agreement, to the lien of any mortgage or mortgages, or to the lien for any governmental assessments or real property taxes now or hereafter placed upon the Lots. Upon request by a Lot Owner or a mortgagee of a Lot, the Association shall issue such certificates necessary to indicate the status of the Assessments. Sale or transfer of a Lot shall not discharge the lien of the Association for any Assessment.
10. **Indemnification.** Each Lot Owner shall indemnify and hold the Association harmless from and against all common law or statutory liabilities, damages, obligations, losses, claims, civil actions, costs or expenses, including attorneys' fees, arising from any act, omission or negligence of the Lot Owner or its, contractors, licensees, agents, guests or invitees on or about the Road, or arising from any injury or damage to any person or property, including the Road, occurring on or about the Road as a result of any act, omission or negligence of the Lot Owner, or its contractors, licensees, agents, guests, or invitees, or arising from any breach or default under this Agreement by the Lot Owner.
11. **Covenants Run With the Land.** The benefits and burdens of and the obligations set forth in this Agreement are intended to and shall run with the land and shall be binding upon and inure to the benefit of the parties and the present and future owners thereof and the heirs, assigns, successors, tenants and personal representatives of the parties hereto.
12. **Effective Term.** This Agreement shall be perpetual, and shall encumber and run with the land.
13. **Recording and Filing.** A copy of this Agreement shall be recorded with the San Juan County Auditor's Office.
14. **Severability.** Invalidation of any one provision of this Agreement by competent authority shall in no way affect any other provision, which shall remain in full force and effect.

15. **Amendment.** This agreement may be amended by a written instrument in recordable form and signed by Lot Owners entitled to cast at least seventy-five percent (75%) of the votes allocated to the Lots.

In witness whereof, the undersigned have executed this Agreement as of the date first above written:

Raccoon Point Road Maintenance Association

By: _____ Date: _____

Name/Title: _____

Lot Owner(s) of Parcel No.(s) 171713009001 171713009002 171713011000

By: Franklin M. Trunkey Date: 08/26/06

Print Name: FRANKLIN M. TRUNKEY

By: Barbara L. Trunkey Date: 08/26/06

Print Name: BARBARA L. TRUNKEY

STATE OF WASHINGTON)
) ss.
COUNTY OF SAN JUAN)

Barbara L. Trunkey
Franklin M. Trunkey

I hereby certify that I know or have satisfactory evidence that Franklin M. Trunkey is the person(s) who appeared before me, and said person(s) acknowledged that (s)he signed this instrument, on oath stated that (s)he was authorized to execute the instrument and acknowledged it to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED: August 26, 2006.

Victoria Shaner
NOTARY PUBLIC for the State of Washington.
My Commission expires 09-01-07.



15. **Amendment.** This agreement may be amended by a written instrument in recordable form and signed by Lot Owners entitled to cast at least seventy-five percent (75%) of the votes allocated to the Lots.

In witness whereof, the undersigned have executed this Agreement as of the date first above written:

Raccoon Point Road Maintenance Association

By: _____ Date: _____

Name/Title: _____

Lot Owner(s) of Parcel No.(s) 171714005, _____

By: Donna L. DeLong Date: 9-7-06

Print Name: DONNA L. DELONG

By: _____ Date: _____

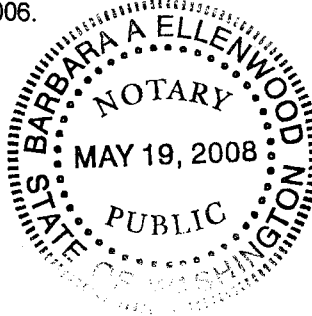
Print Name: _____

STATE OF WASHINGTON)
) ss.
COUNTY OF SAN JUAN)

I hereby certify that I know or have satisfactory evidence that Donna L. DeLong is the person(s) who appeared before me, and said person(s) acknowledged that (s)he signed this instrument, on oath stated that (s)he was authorized to execute the instrument and acknowledged it to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED: September 7, 2006.

Barbara A. Ellenwood
NOTARY PUBLIC for the State of Washington.
My Commission expires 5-19-2008



15. **Amendment.** This agreement may be amended by a written instrument in recordable form and signed by Lot Owners entitled to cast at least seventy-five percent (75%) of the votes allocated to the Lots.

In witness whereof, the undersigned have executed this Agreement as of the date first above written:

Raccoon Point Road Maintenance Association

By: _____ Date: _____

Name/Title: _____

Lot Owner(s) of Parcel No.(s) IPN 1717, 21002 Raccoon

By: [Signature] Date: 10/7/06

Print Name: Michael F. Hoover

By: _____ Date: _____

Print Name: _____

STATE OF WASHINGTON)
) ss.
COUNTY OF SAN JUAN)

I hereby certify that I know or have satisfactory evidence that _____ is the person(s) who appeared before me, and said person(s) acknowledged that (s)he signed this instrument, on oath stated that (s)he was authorized to execute the instrument and acknowledged it to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED: _____, 2006.

NOTARY PUBLIC for the State of Washington.
My Commission expires _____

Certificate of Acknowledgment of Notary Public

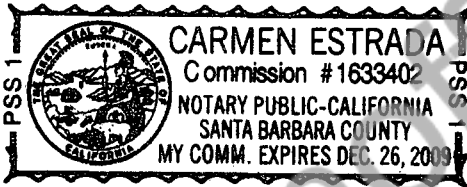
STATE OF CALIFORNIA

COUNTY OF SANTA BARBARA

On Oct. 20, 04, 2006, before me, **CARMEN ESTRADA**,
Notary Public, personally appeared Michael Fleming Hoover
personally known to me (or has proved to me on the basis of satisfactory evidence) to be
the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged
to me that he/she/they executed the same in his/her/their authorized capacity(ies), and
that by his/her/their signature(s) on the instrument the person(s) or the entity upon behalf
of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Carmen Estrada
Notary Public, State of California



OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title of Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other than Named Above: _____

Capacity(ies) Claimed by Signer

Signer's Name(s): _____

- Individual(s)
- Corporate Officer-Title(s): _____
- Partner- Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____

Signer is Representing: _____

15. **Amendment.** This agreement may be amended by a written instrument in recordable form and signed by Lot Owners entitled to cast at least seventy-five percent (75%) of the votes allocated to the Lots.

In witness whereof, the undersigned have executed this Agreement as of the date first above written:

Raccoon Point Road Maintenance Association

By: _____ Date: _____

Name/Title: _____

Lot Owner(s) of Parcel No.(s) 171721003, 171721009, 171721010

By: [Signature] Date: 07/06/07

Print Name: SEAN ROACH, MEMBER MADRONA POINT PROPERTIES LLC

By: _____ Date: _____

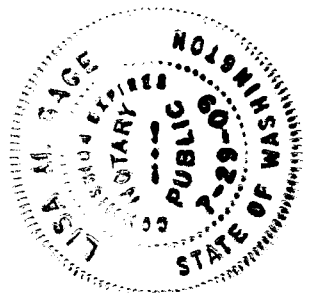
Print Name: _____

STATE OF WASHINGTON)
) ss.
COUNTY OF SAN JUAN)

I hereby certify that I know or have satisfactory evidence that SEAN ROACH is the person(s) who appeared before me, and said person(s) acknowledged that (s)he signed this instrument, on oath stated that (s)he was authorized to execute the instrument and acknowledged it to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED: 9-4-2007, 2007

[Signature]
NOTARY PUBLIC for the State of Washington. LISAMBAGE
My Commission expires 7-29-09



15. **Amendment.** This agreement may be amended by a written instrument in recordable form and signed by Lot Owners entitled to cast at least seventy-five percent (75%) of the votes allocated to the Lots.

In witness whereof, the undersigned have executed this Agreement as of the date first above written:

Raccoon Point Road Maintenance Association

By: _____ Date: _____

Name/Title: _____

Lot Owner(s) of Parcel No.(s) 171724005000, _____

By: Robert Connell Date: 8/26/06

Print Name: Robert Connell

By: _____ Date: _____

Print Name: _____

STATE OF WASHINGTON)
) ss.
COUNTY OF SAN JUAN)

I hereby certify that I know or have satisfactory evidence that Robert B. Connell is the person(s) who appeared before me, and said person(s) acknowledged that (s)he signed this instrument, on oath stated that (s)he was authorized to execute the instrument and acknowledged it to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED: August 26, 2006.

Victoria Shaner
NOTARY PUBLIC for the State of Washington.
My Commission expires 09-01-07.



15. Amendment. This agreement may be amended by a written instrument in recordable form and signed by Lot Owners entitled to cast at least seventy-five percent (75%) of the votes allocated to the Lots.

In witness whereof, the undersigned have executed this Agreement as of the date first above written:

Raccoon Point Road Maintenance Association

By: _____ Date: _____

Name/Title: _____

Lot Owner(s) of Parcel No.(s) 17172 4009000, _____

By: [Signature] Date: 11-3-2006

Print Name: RICHARD F. HOFFMAN

By: _____ Date: _____

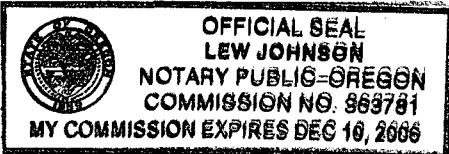
Print Name: _____

OREGON
STATE OF ~~WASHINGTON~~
DESCHUTES
COUNTY OF ~~SAN JUAN~~

I hereby certify that I know or have satisfactory evidence that RICHARD HOFFMAN is the person(s) who appeared before me, and said person(s) acknowledged that (s)he signed this instrument, on oath stated that (s)he was authorized to execute the instrument and acknowledged it to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED: 11/3, 2006.

[Signature]
NOTARY PUBLIC for the State of ~~Washington~~ OREGON
My Commission expires 12/10/2006



15. **Amendment.** This agreement may be amended by a written instrument in recordable form and signed by Lot Owners entitled to cast at least seventy-five percent (75%) of the votes allocated to the Lots.

In witness whereof, the undersigned have executed this Agreement as of the date first above written:

Raccoon Point Road Maintenance Association

By: _____ Date: _____

Name/Title: _____

Lot Owner(s) of Parcel No.(s) 171750-069000 and 170833-004000

By: Jonathan H. Berg Date: 10/28/06

Print Name: Jonathan H. Berg

By: Patricia T. Berg Date: 10-28-06

Print Name: Patricia T. Berg

ILLINOIS }
STATE OF WASHINGTON }
KANG } ss.
COUNTY OF SAN JUAN }

I hereby certify that I know or have satisfactory evidence that Jonathan H. Berg Patricia T Berg is the person(s) who appeared before me, and said person(s) acknowledged that (s)he signed this instrument, on oath stated that (s)he was authorized to execute the instrument and acknowledged it to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED: October 28, 2006.

Lisa R. Lund



NOTARY PUBLIC for the State of ~~Washington~~ ILLINOIS
My Commission expires 9-13-2009

15. **Amendment.** This agreement may be amended by a written instrument in recordable form and signed by Lot Owners entitled to cast at least seventy-five percent (75%) of the votes allocated to the Lots.

In witness whereof, the undersigned have executed this Agreement as of the date first above written:

Raccoon Point Road Maintenance Association

By: _____ Date: _____

Name/Title: _____

Lot Owner(s) of Parcel No.(s) 171750070

By: [Signature] Date: 10-23-06

Print Name: Leonard G. Rickey

By: [Signature] Date: 10-23-06

Print Name: Maurice H Rickey

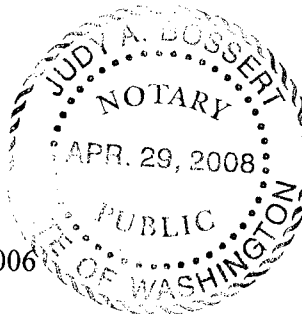
118 Colo Pt Way
East Sound WA

STATE OF WASHINGTON)
) ss.
COUNTY OF SAN JUAN)

I hereby certify that I know or have satisfactory evidence that LEONARD G. RICKEY & MAURICE H. RICKEY is the person(s) who appeared before me, and said person(s) acknowledged that (s)he signed this instrument, on oath stated that (s)he was authorized to execute the instrument and acknowledged it to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED: October 23, 2006.

[Signature]
NOTARY PUBLIC for the State of Washington.
My Commission expires 4-29-08



15. **Amendment.** This agreement may be amended by a written instrument in recordable form and signed by Lot Owners entitled to cast at least seventy-five percent (75%) of the votes allocated to the Lots.

In witness whereof, the undersigned have executed this Agreement as of the date first above written:

Raccoon Point Road Maintenance Association

By: _____ Date: _____

Name/Title: _____

Lot Owner(s) of Parcel No.(s) 171750071

By: *Gregory Nebeker* Date: 08/26/06

Print Name: GREGORY NEBEKER

By: _____ Date: _____

Print Name: _____

STATE OF WASHINGTON)
) ss.
COUNTY OF SAN JUAN)

I hereby certify that I know or have satisfactory evidence that Gregory R. Nebeker is the person(s) who appeared before me, and said person(s) acknowledged that (s)he signed this instrument, on oath stated that (s)he was authorized to execute the instrument and acknowledged it to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED: August 26, 2006.

Victoria Shaner
NOTARY PUBLIC for the State of Washington.
My Commission expires 09-02-07.



15. **Amendment.** This agreement may be amended by a written instrument in recordable form and signed by Lot Owners entitled to cast at least seventy-five percent (75%) of the votes allocated to the Lots.

In witness whereof, the undersigned have executed this Agreement as of the date first above written:

Raccoon Point Road Maintenance Association

By: _____ Date: _____

Name/Title: _____

Lot Owner(s) of Parcel No.(s) 17162400 1000

By: [Signature] Date: 8-26-06

Print Name: IRWIN SIEGEL

By: _____ Date: _____

Print Name: _____

STATE OF WASHINGTON)
) ss.
COUNTY OF SAN JUAN)

I hereby certify that I know or have satisfactory evidence that Irwin S. Siegel is the person(s) who appeared before me, and said person(s) acknowledged that (s)he signed this instrument, on oath stated that (s)he was authorized to execute the instrument and acknowledged it to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED: August 26, 2006.

Victoria Shaner
NOTARY PUBLIC for the State of Washington.
My Commission expires 09-02-07.



15. **Amendment.** This agreement may be amended by a written instrument in recordable form and signed by Lot Owners entitled to cast at least seventy-five percent (75%) of the votes allocated to the Lots.

In witness whereof, the undersigned have executed this Agreement as of the date first above written:

Raccoon Point Road Maintenance Association

By: _____ Date: _____

Name/Title: JAMES & ESTHER McCullough, owners

Lot Owner(s) of Parcel No.(s) lot 2 of Alyce One - 171624003

By: [Signature] Date: 9/29/2006

Print Name: JAMES McCullough

By: [Signature] Date: 9/29/06

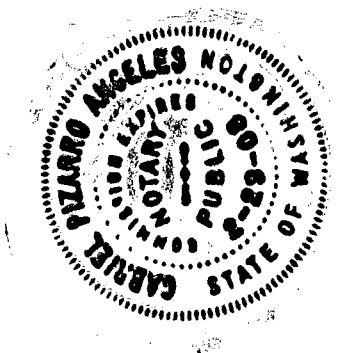
Print Name: Esther McCullough

STATE OF WASHINGTON)
) ss.
COUNTY OF SAN JUAN)

I hereby certify that I know or have satisfactory evidence that JAMES MCCULLOUGH & ESTHER MCCULLOUGH are is the person(s) who appeared before me, and said person(s) acknowledged that (s)he signed this instrument, on oath stated that (s)he was authorized to execute the instrument and acknowledged it to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED: 29 SEPTEMBER, 2006.

[Signature]
NOTARY PUBLIC for the State of Washington.
My Commission expires 29 FEB 2008



15. **Amendment.** This agreement may be amended by a written instrument in recordable form and signed by Lot Owners entitled to cast at least seventy-five percent (75%) of the votes allocated to the Lots.

In witness whereof, the undersigned have executed this Agreement as of the date first above written:

Raccoon Point Road Maintenance Association

By: _____ Date: _____

Name/Title: _____

Lot Owner(s) 17163 2001

By: [Signature] Date: 8-26-2006

Print Name: DAVID FAY

By: [Signature] Date: 8/26/06

Print Name: RIFAAT FAY

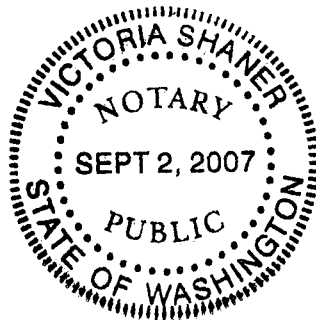
STATE OF WASHINGTON)
COUNTY OF SAN JUAN) ss.

[Signature]
[Signature]

I hereby certify that I know or have satisfactory evidence that David W. Fay is the person(s) who appeared before me, and said person(s) acknowledged that (s)he signed this instrument, on oath stated that (s)he was authorized to execute the instrument and acknowledged it to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED: August 26, 2006.

[Signature]
NOTARY PUBLIC for the State of Washington.
My Commission expires 09-02-07.



15. **Amendment.** This agreement may be amended by a written instrument in recordable form and signed by Lot Owners entitled to cast at least seventy-five percent (75%) of the votes allocated to the Lots.

In witness whereof, the undersigned have executed this Agreement as of the date first above written:

Raccoon Point Road Maintenance Association

By: _____ Date: _____

Name/Title: _____

Lot Owner(s) of Parcel No.(s) 13.13 acres lot 24
171632002, 171651024

By: Wanda McIntyre Date: May 7, 2007
a.m.

Print Name: ~~Wanda~~ WANDA MCINTYRE

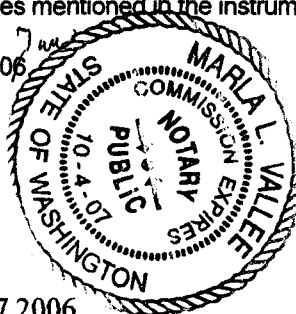
By: _____ Date: _____

Print Name: _____

STATE OF WASHINGTON)
) ss.
 COUNTY OF SAN JUAN)

I hereby certify that I know or have satisfactory evidence that Wanda McIntyre is the person(s) who appeared before me, and said person(s) acknowledged that (s)he signed this instrument, on oath stated that (s)he was authorized to execute the instrument and acknowledged it to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED: May 7, 2006



Marla L. Valle
 NOTARY PUBLIC for the State of Washington.
 My Commission expires 5/7/07

15. **Amendment.** This agreement may be amended by a written instrument in recordable form and signed by Lot Owners entitled to cast at least seventy-five percent (75%) of the votes allocated to the Lots.

In witness whereof, the undersigned have executed this Agreement as of the date first above written:

Raccoon Point Road Maintenance Association

By: Inge Theisen Date: Jan 2 2007

Name/Title: Inge Theisen, Owner, Lot #2

Lot Owner(s) of Parcel No.(s) 2, Raccoon Point
171650002

By: _____ Date: _____

Print Name: _____

By: _____ Date: _____

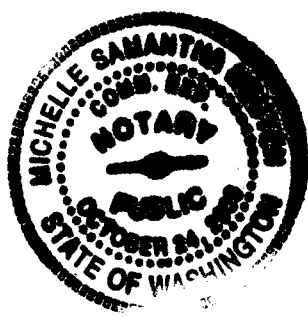
Print Name: _____

STATE OF WASHINGTON)
) ss.
COUNTY OF ~~SAN JUAN~~ KING

I hereby certify that I know or have satisfactory evidence that INGE THEISEN is the person(s) who appeared before me, and said person(s) acknowledged that (s)he signed this instrument, on oath stated that (s)he was authorized to execute the instrument and acknowledged it to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED: 01/02/2007, 2006.

Michelle Samant
NOTARY PUBLIC for the State of Washington.
My Commission expires 10/24/2007



15. **Amendment.** This agreement may be amended by a written instrument in recordable form and signed by Lot Owners entitled to cast at least seventy-five percent (75%) of the votes allocated to the Lots.

In witness whereof, the undersigned have executed this Agreement as of the date first above written:

Raccoon Point Road Maintenance Association

By: _____ Date: _____

Name/Title: _____

Lot Owner(s) of Parcel No.(s) ~~#14~~ 171650006000

By: Arjean Filmer-Bennett Date: Aug. 26th, '06

Print Name: Arjean Filmer-Bennett

By: _____ Date: _____

Print Name: _____

STATE OF WASHINGTON)
) ss.
COUNTY OF SAN JUAN)

I hereby certify that I know or have satisfactory evidence that Arjean F. Filmer-Bennett is the person(s) who appeared before me, and said person(s) acknowledged that (s)he signed this instrument, on oath stated that (s)he was authorized to execute the instrument and acknowledged it to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED: August 26, 2006.

Victoria Shaner
NOTARY PUBLIC for the State of Washington.
My Commission expires 09-02-07



15. **Amendment.** This agreement may be amended by a written instrument in recordable form and signed by Lot Owners entitled to cast at least seventy-five percent (75%) of the votes allocated to the Lots.

In witness whereof, the undersigned have executed this Agreement as of the date first above written:

Raccoon Point Road Maintenance Association

By: _____ Date: 8-26-06

Name/Title: ~~John K Carr~~

~~Lot Owner(s)~~ of Parcel No.(s) 17165007, ~~150007~~

By: John K Carr Date: 8-26-06

Print Name: JOHN K CARR

By: Pamela S. Carr Date: _____

Print Name: PAMELA S. CARR

STATE OF WASHINGTON)
) ss.
COUNTY OF SAN JUAN)

I hereby certify that I know or have satisfactory evidence that John K. Carr JR is the person(s) who appeared before me, and said person(s) acknowledged that (s)he signed this instrument; on oath stated that (s)he was authorized to execute the instrument and acknowledged it to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED: August 26, 2006.

Victoria Shaner
NOTARY PUBLIC for the State of Washington.
My Commission expires 09/02/07.



15. **Amendment.** This agreement may be amended by a written instrument in recordable form and signed by Lot Owners entitled to cast at least seventy-five percent (75%) of the votes allocated to the Lots.

In witness whereof, the undersigned have executed this Agreement as of the date first above written:

Raccoon Point Road Maintenance Association

By: _____ Date: _____

Name/Title: _____

Lot Owner(s) of Parcel No.(s) 171650610000

By: Leila M Elliff Date: 11-2-06

Print Name: Leila M Elliff

By: Shawn L Elliff Date: 11/02/06

Print Name: Shawn L Elliff

STATE OF WASHINGTON)
) ss.
COUNTY OF SAN JUAN)

Leila M. Elliff
Shawn L. Elliff

I hereby certify that I know or have satisfactory evidence that Leila M. Elliff is the person(s) who appeared before me, and said person(s) acknowledged that (s)he signed this instrument, on oath stated that (s)he was authorized to execute the instrument and acknowledged it to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED: November 2, 2006.

Victoria Shaner
NOTARY PUBLIC for the State of Washington.
My Commission expires 09-02-07.



15. **Amendment.** This agreement may be amended by a written instrument in recordable form and signed by Lot Owners entitled to cast at least seventy-five percent (75%) of the votes allocated to the Lots.

In witness whereof, the undersigned have executed this Agreement as of the date first above written:

Raccoon Point Road Maintenance Association

By: _____ Date: _____

Name/Title: _____

Lot Owner(s) of Parcel No.(s) #2 171650012

By: [Signature] Date: 10-25-06

Print Name: PHILIP JOHNS

By: [Signature] Date: 10/25/06

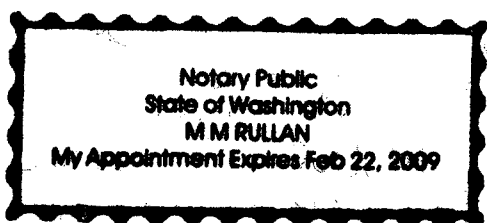
Print Name: SUZANNE QUINN

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)
)
COUNTY OF SAN JUAN)

I hereby certify that I know or have satisfactory evidence that PHILIP L JOHNS & SUZANNE M QUINN ^{are} the person(s) who appeared before me, and said person(s) acknowledged that ~~(s)he~~ ^{they} signed this instrument, on oath stated that ~~(s)he~~ ^{they} was ^{are} authorized to execute the instrument and acknowledged it to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED: 25 OCTOBER, 2006.

[Signature]
NOTARY PUBLIC for the State of Washington.
My Commission expires 2-22-09.



15. **Amendment.** This agreement may be amended by a written instrument in recordable form and signed by Lot Owners entitled to cast at least seventy-five percent (75%) of the votes allocated to the Lots.

In witness whereof, the undersigned have executed this Agreement as of the date first above written:

Raccoon Point Road Maintenance Association

By: [Signature] Date: Oct 1, 2006

Name/Title: Suzanne Dege

Lot Owner(s) of Parcel No.(s) [Image] Ms. Suzanne Dege
2211 Raccoon Point Rd. 1716500 17000
Eastsound, WA 98245

By: _____ Date: _____

Print Name: _____

By: _____ Date: _____

Print Name: _____

STATE OF WASHINGTON)
) ss.
COUNTY OF SAN JUAN)

I hereby certify that I know or have satisfactory evidence that Suzanne Dege is the person(s) who appeared before me, and said person(s) acknowledged that (s)he signed this instrument, on oath stated that (s)he was authorized to execute the instrument and acknowledged it to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED: September 28, 2006.

[Signature]
NOTARY PUBLIC for the State of Washington.
My Commission expires 9/2/07



15. **Amendment.** This agreement may be amended by a written instrument in recordable form and signed by Lot Owners entitled to cast at least seventy-five percent (75%) of the votes allocated to the Lots.

In witness whereof, the undersigned have executed this Agreement as of the date first above written:

Raccoon Point Road Maintenance Association

By: _____ Date: _____

Name/Title: _____

Lot Owner(s) of Parcel No.(s) # 171651029, 17165018

X By: Juliet B. Johnson Date: 10/31/06

Print Name: Juliet B. Johnson

By: _____ Date: _____

Print Name: _____

STATE OF WASHINGTON)
) ss.
COUNTY OF SAN JUAN)

I hereby certify that I know or have satisfactory evidence that Juliet B. Johnson is the person(s) who appeared before me, and said person(s) acknowledged that (s)he signed this instrument, on oath stated that (s)he was authorized to execute the instrument and acknowledged it to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED: Oct. 31, 2006.

Mary C. Montine

NOTARY PUBLIC for the State of Washington
My Commission expires 2-24-2008



15. **Amendment.** This agreement may be amended by a written instrument in recordable form and signed by Lot Owners entitled to cast at least seventy-five percent (75%) of the votes allocated to the Lots.

In witness whereof, the undersigned have executed this Agreement as of the date first above written:

Raccoon Point Road Maintenance Association

By: _____ Date: _____

Name/Title: _____

Lot Owner(s) of Parcel No.(s) 171650-023000

By: Robert C. Tucker Date: 12-29-06

Print Name: Robert C. Tucker

By: _____ Date: _____

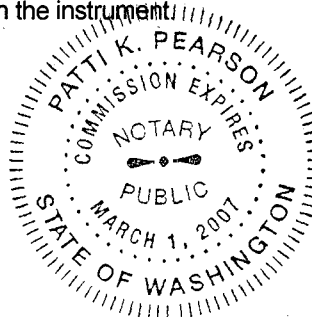
Print Name: _____

STATE OF WASHINGTON)
) ss.
COUNTY OF SAN JUAN)

I hereby certify that I know or have satisfactory evidence that Robert C. Tucker is the person(s) who appeared before me, and said person(s) acknowledged that (s)he signed this instrument, on oath stated that (s)he was authorized to execute the instrument and acknowledged it to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED: 12-29, 2006.

Patti K. Pearson
NOTARY PUBLIC for the State of Washington.
My Commission expires 3-1-2007



15. **Amendment.** This agreement may be amended by a written instrument in recordable form and signed by Lot Owners entitled to cast at least seventy-five percent (75%) of the votes allocated to the Lots.

In witness whereof, the undersigned have executed this Agreement as of the date first above written:

Raccoon Point Road Maintenance Association

By: _____ Date: _____

Name/Title: _____

Lot Owner(s) of Parcel No.(s) 171650-023000

By: Mary Louise Tucker Date: 1/8/07

Print Name: Mary Louise Tucker

By: _____ Date: _____

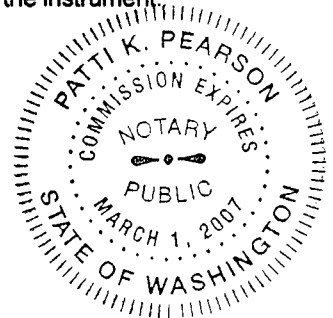
Print Name: _____

STATE OF WASHINGTON)
) ss.
COUNTY OF SAN JUAN)

I hereby certify that I know or have satisfactory evidence that Mary Louise Parker is the person(s) who appeared before me, and said person(s) acknowledged that (s)he signed this instrument, on oath stated that (s)he was authorized to execute the instrument and acknowledged it to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED: January 8, 2006. 2007

Patti K. Pearson
NOTARY PUBLIC for the State of Washington.
My Commission expires 3-1-2007



15. **Amendment.** This agreement may be amended by a written instrument in recordable form and signed by Lot Owners entitled to cast at least seventy-five percent (75%) of the votes allocated to the Lots.

In witness whereof, the undersigned have executed this Agreement as of the date first above written:

Raccoon Point Road Maintenance Association

By: _____ Date: _____

Name/Title: _____

Lot Owner(s) of Parcel No.(s) 171651021000, 171651022000

By: Marsha Wolf Date: 8/24/06

Print Name: Marsha Wolf

By: Ken R. Linkhart Date: Aug. 26, 2006

Print Name: Kenneth R. Linkhart

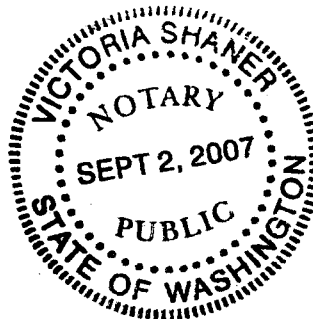
STATE OF WASHINGTON)
) ss.
COUNTY OF SAN JUAN)

Marsha E. Wolf
Kenneth R. Linkhart

I hereby certify that I know or have satisfactory evidence that Kenneth R. Linkhart is the person(s) who appeared before me, and said person(s) acknowledged that (s)he signed this instrument, on oath stated that (s)he was authorized to execute the instrument and acknowledged it to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED: August 26, 2006.

Victoria Shaner
NOTARY PUBLIC for the State of Washington.
My Commission expires 09-02-07.



15. **Amendment.** This agreement may be amended by a written instrument in recordable form and signed by Lot Owners entitled to cast at least seventy-five percent (75%) of the votes allocated to the Lots.

In witness whereof, the undersigned have executed this Agreement as of the date first above written:

Raccoon Point Road Maintenance Association

By: _____ Date: _____

Name/Title: _____

Lot Owner(s) of Parcel No.(s) Lot #26 Tax Parcel #171651026

By: [Signature] - Richard Date: 10/9/06

Print Name: Richard AKA Richard Schiff

By: [Signature] Date: 10/9/06

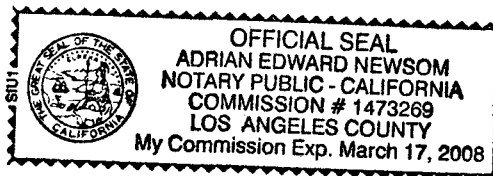
Print Name: Sherne E Schiff

^{California}
STATE OF ~~WASHINGTON~~)
^{Ventura}) ss.
COUNTY OF ~~SAN JUAN~~)

I hereby certify that I know or have satisfactory evidence that Richard Schiff + Sherne Schiff ^{are} is the person(s) who appeared before me, and said person(s) acknowledged that (s)he signed this instrument, on oath stated that (s)he was authorized to execute the instrument and acknowledged it to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED: October 9, 2006.

Adrian Edward Newsom
NOTARY PUBLIC for the State of ~~Washington~~. ^{California}
My Commission expires 17 March 2008



15. **Amendment.** This agreement may be amended by a written instrument in recordable form and signed by Lot Owners entitled to cast at least seventy-five percent (75%) of the votes allocated to the Lots.

In witness whereof, the undersigned have executed this Agreement as of the date first above written:

Raccoon Point Road Maintenance Association

By: Leann Vinson-Cardinell Date: 10-17-06

Name/Title: Leann Vinson-Cardinell

Lot Owner(s) of Parcel No.(s) Lot 27, 1711651-627000

By: _____ Date: _____

Print Name: _____

By: _____ Date: _____

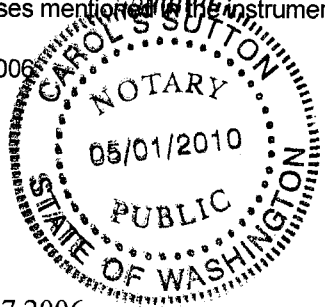
Print Name: _____

STATE OF WASHINGTON)
) ss.
COUNTY OF SAN JUAN)

I hereby certify that I know or have satisfactory evidence that Leann Vinson-Cardinell is the person(s) who appeared before me, and said person(s) acknowledged that (s)he signed this instrument, on oath stated that (s)he was authorized to execute the instrument and acknowledged it to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED: October 17, 2006

Carol S Sutton
NOTARY PUBLIC for the State of Washington.
My Commission expires 5-1-2010.



15. **Amendment.** This agreement may be amended by a written instrument in recordable form and signed by Lot Owners entitled to cast at least seventy-five percent (75%) of the votes allocated to the Lots.

In witness whereof, the undersigned have executed this Agreement as of the date first above written:

Raccoon Point Road Maintenance Association

By: _____ Date: _____

Name/Title: _____

Lot Owner(s) of Parcel No.(s) 29, 171651029

By: Bruce Rylander Date: 5/30/07

Print Name: BRUCE RYLANDER

By: _____ Date: _____

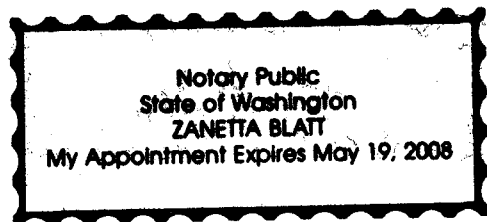
Print Name: _____

STATE OF WASHINGTON)
) ss.
COUNTY OF SAN JUAN)

I hereby certify that I know or have satisfactory evidence that Bruce N Rylander is the person(s) who appeared before me, and said person(s) acknowledged that (s)he signed this instrument, on oath stated that (s)he was authorized to execute the instrument and acknowledged it to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED: 05-30-2007, 2006- 2th

Zanetta Blatt
NOTARY PUBLIC for the State of Washington.
My Commission expires 05-19-2008



15. **Amendment.** This agreement may be amended by a written instrument in recordable form and signed by Lot Owners entitled to cast at least seventy-five percent (75%) of the votes allocated to the Lots.

In witness whereof, the undersigned have executed this Agreement as of the date first above written:

Raccoon Point Road Maintenance Association

By: _____ Date: _____

Name/Title: _____

Lot Owner(s) of Parcel No.(s) 171651031, _____

By: James C Biddick Date: Oct 2, 2006

Print Name: James C Biddick

By: Sylvia S. Biddick Date: October 2, 2006

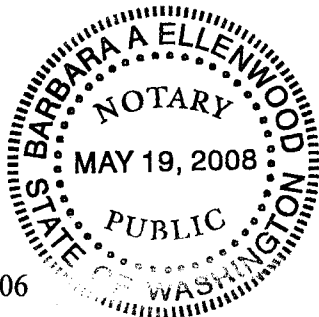
Print Name: Sylvia S. Biddick

STATE OF WASHINGTON)
) ss.
COUNTY OF SAN JUAN)

I hereby certify that I know or have satisfactory evidence that James C Biddick Sylvia S. Biddick is the person(s) who appeared before me, and said person(s) acknowledged that (s)he signed this instrument, on oath stated that (s)he was authorized to execute the instrument and acknowledged it to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED: October 2, 2006.

Barbara A. Ellenwood
NOTARY PUBLIC for the State of Washington.
My Commission expires 5-19-2008



15. **Amendment.** This agreement may be amended by a written instrument in recordable form and signed by Lot Owners entitled to cast at least seventy-five percent (75%) of the votes allocated to the Lots.

In witness whereof, the undersigned have executed this Agreement as of the date first above written:

Raccoon Point Road Maintenance Association

By: Robert A. Lucas Date: 10-27-06

Name/Title: Robert A Lucas, Trustee
The Lucas Living Trust Dated September 3, 1996
Lot Owner(s) of Parcel No.(s) 171651033 RPA # 2 Lot 33

By: Robert A. Lucas Date: 10-27-06

Print Name: Robert A. Lucas

By: Wendy C. Lucas Date: 10-27-06

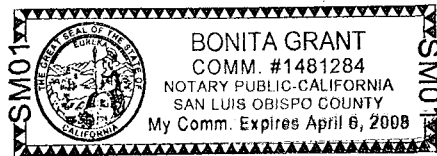
Print Name: Wendy C. Lucas

CALIFORNIA)
STATE OF WASHINGTON)
SAN LUIS OBISPO) ss.
COUNTY OF SAN JUAN)

I hereby certify that I know or have satisfactory evidence that Robert A. Lucas and Wendy C. Lucas ^{are} ~~is~~ the person(s) who appeared before me, and said person(s) acknowledged that ^{they were} ~~she~~ signed this instrument, on oath stated that ~~she~~ ^{they} was authorized to execute the instrument and acknowledged it to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED: 10/27/06, 2006.

Bonita Grant
NOTARY PUBLIC for the State of Washington.
My Commission expires 4/6/08



15. **Amendment.** This agreement may be amended by a written instrument in recordable form and signed by Lot Owners entitled to cast at least seventy-five percent (75%) of the votes allocated to the Lots.

In witness whereof, the undersigned have executed this Agreement as of the date first above written:

Raccoon Point Road Maintenance Association

By: _____ Date: _____

Name/Title: _____

Lot Owner(s) of Parcel No.(s) 171651034 _____

By: Orgelina B. Wiese Date: 05/24/07

Print Name: ORGELINA B. WIESE

By: Brian Wiese Date: 5/24/07

Print Name: Brian Wiese

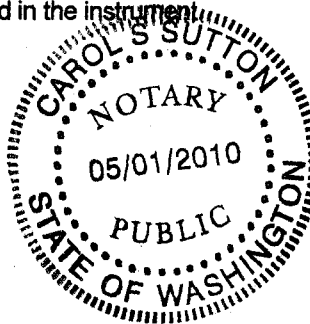
STATE OF WASHINGTON)
) ss.
COUNTY OF SAN JUAN)

Brian Martin Wiese

I hereby certify that I know or have satisfactory evidence that Orgelina B. Wiese is the person(s) who appeared before me, and said person(s) acknowledged that (s)he signed this instrument, on oath stated that (s)he was authorized to execute the instrument and acknowledged it to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED: May 24, 2007.

Carol S Sutton
NOTARY PUBLIC for the State of Washington.
My Commission expires 5-1-2010



15. **Amendment.** This agreement may be amended by a written instrument in recordable form and signed by Lot Owners entitled to cast at least seventy-five percent (75%) of the votes allocated to the Lots.

In witness whereof, the undersigned have executed this Agreement as of the date first above written:

Raccoon Point Road Maintenance Association

By: _____ Date: _____

Name/Title: _____

Lot Owner(s) of Parcel No.(s) 171651035000 171651036000

By: Willi J. Kuehle Date: Aug 26, 06

Print Name: Willi J. Kuehle

By: Patsy B. Kuehle Date: 8/26/06

Print Name: Patsy B. Kuehle

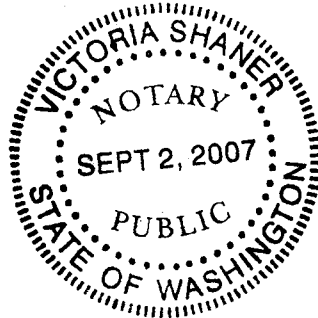
STATE OF WASHINGTON)
) ss.
COUNTY OF SAN JUAN)

Patsy B. Kuehle
Willi J. Kuehle

I hereby certify that I know or have satisfactory evidence that Willi J. Kuehle is the person(s) who appeared before me, and said person(s) acknowledged that (s)he signed this instrument, on oath stated that (s)he was authorized to execute the instrument and acknowledged it to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED: August 26, 2006.

Victoria Shaner
NOTARY PUBLIC for the State of Washington.
My Commission expires 09/02/07.



15. **Amendment.** This agreement may be amended by a written instrument in recordable form and signed by Lot Owners entitled to cast at least seventy-five percent (75%) of the votes allocated to the Lots.

In witness whereof, the undersigned have executed this Agreement as of the date first above written:

Raccoon Point Road Maintenance Association

By: _____ Date: _____

Name/Title: _____

Lot Owner(s) of Parcel No.(s) 172111-002000, _____

By: [Signature] Date: 10-16-06

Print Name: BJ IWARSSON

By: [Signature] Date: 10-16-06

Print Name: BARBARA IWARSSON

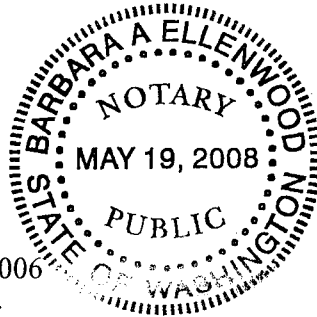
STATE OF WASHINGTON)
) ss.
COUNTY OF SAN JUAN)

BJ IWARSSON

I hereby certify that I know or have satisfactory evidence that BARBARA IWARSSON is the person(s) who appeared before me, and said person(s) acknowledged that (s)he signed this instrument, on oath stated that (s)he was authorized to execute the instrument and acknowledged it to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED: October 16, 2006.

[Signature]
NOTARY PUBLIC for the State of Washington.
My Commission expires 5-19-2008



15. **Amendment.** This agreement may be amended by a written instrument in recordable form and signed by Lot Owners entitled to cast at least seventy-five percent (75%) of the votes allocated to the Lots.

In witness whereof, the undersigned have executed this Agreement as of the date first above written:

Raccoon Point Road Maintenance Association

By: Robert J. Herbold Date: 9/29/06

Name/Title: Robert J. Herbold

Lot Owner(s) of Parcel No.(s) 172 111 - 004000

By: _____ Date: _____

Print Name: _____

By: _____ Date: _____

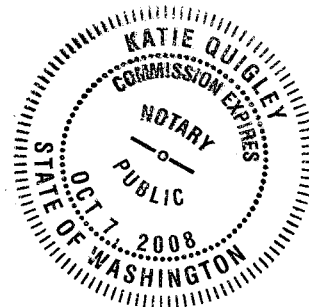
Print Name: _____

STATE OF WASHINGTON)
) ss.
COUNTY OF SAN JUAN)
 King

I hereby certify that I know or have satisfactory evidence that Robert J. Herbold is the person(s) who appeared before me, and said person(s) acknowledged that (s)he signed this instrument, on oath stated that (s)he was authorized to execute the instrument and acknowledged it to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED: 9-29-06, 2006.

Katie Quigley
NOTARY PUBLIC for the State of Washington.
My Commission expires Oct 7, 2008



15. **Amendment.** This agreement may be amended by a written instrument in recordable form and signed by Lot Owners entitled to cast at least seventy-five percent (75%) of the votes allocated to the Lots.

In witness whereof, the undersigned have executed this Agreement as of the date first above written:

Raccoon Point Road Maintenance Association

By: _____ Date: _____

Name/Title: _____

Lot Owner(s) of Parcel No.(s) 172111-0050000 _____

By: [Signature] _____ Date: 10-23-06 _____

Print Name: ALLEN D. WILCOX

By: [Signature] _____ Date: 10-23-06 _____

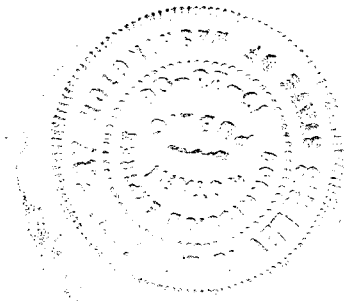
Print Name: CONNIE R. COLLINGSWORTH

STATE OF WASHINGTON)
) ss.
COUNTY OF SAN JUAN)

I hereby certify that I know or have satisfactory evidence that Allen D. Wilcox + Connie Collingsworth is the person(s) who appeared before me, and said person(s) acknowledged that (s)he signed this instrument, on oath stated that (s)he was authorized to execute the instrument and acknowledged it to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED: October 23, 2006.

[Signature]
NOTARY PUBLIC for the State of Washington.
My Commission expires 10/23/07



15. **Amendment.** This agreement may be amended by a written instrument in recordable form and signed by Lot Owners entitled to cast at least seventy-five percent (75%) of the votes allocated to the Lots.

In witness whereof, the undersigned have executed this Agreement as of the date first above written:

Raccoon Point Road Maintenance Association

By: _____ Date: _____

Name/Title: _____

Lot Owner(s) of Parcel No.(s) 172112-001000, _____

By: G. Frank McCormick Date: 10/18/06

Print Name: G. Frank McCormick

By: Paige A. McCormick Date: 10/18/06

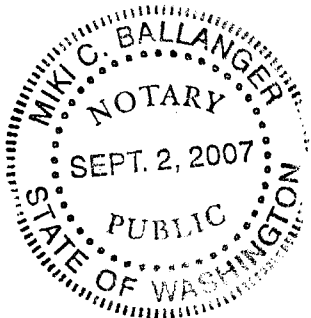
Print Name: Paige A. McCormick

STATE OF WASHINGTON)
) ss.
COUNTY OF SAN JUAN)

I hereby certify that I know or have satisfactory evidence that G. Frank & Paige A. McCormick is the person(s) who appeared before me, and said person(s) acknowledged that (s)he signed this instrument, on oath stated that (s)he was authorized to execute the instrument and acknowledged it to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED: October 18th, 2006.

Miki C. Ballanger
NOTARY PUBLIC for the State of Washington.
My Commission expires 9/2/2007



15. **Amendment.** This agreement may be amended by a written instrument in recordable form and signed by Lot Owners entitled to cast at least seventy-five percent (75%) of the votes allocated to the Lots.

In witness whereof, the undersigned have executed this Agreement as of the date first above written:

Raccoon Point Road Maintenance Association

By: _____ Date: _____

Name/Title: _____

Lot Owner(s) of Parcel No.(s) 172113003000

By: [Signature] Date: 26 AUG 06

Print Name: Gerald J. Munoff

By: [Signature] Date: 26 AUG 06

Print Name: Eleanore Stewart

STATE OF WASHINGTON)
) ss.
COUNTY OF SAN JUAN)

Eleanor S. Stewart
Gerald J. Munoff

I hereby certify that I know or have satisfactory evidence that Gerald J. Munoff is the person(s) who appeared before me, and said person(s) acknowledged that (s)he signed this instrument, on oath stated that (s)he was authorized to execute the instrument and acknowledged it to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED: August 26, _____, 2006.

Victoria Shaner
NOTARY PUBLIC for the State of Washington.
My Commission expires 09-02-07.



15. **Amendment.** This agreement may be amended by a written instrument in recordable form and signed by Lot Owners entitled to cast at least seventy-five percent (75%) of the votes allocated to the Lots.

In witness whereof, the undersigned have executed this Agreement as of the date first above written:

Raccoon Point Road Maintenance Association

By: _____ Date: _____

Name/Title: _____

Lot Owner(s) of Parcel No.(s) 172113005, _____

By: Myrna D. Fant Date: 9/29/06

Print Name: MYRNA D. FANT

By: [Signature] Date: 9/29/06

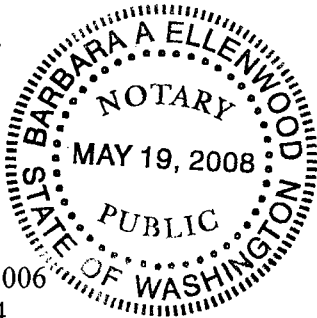
Print Name: RICHARD FANT

STATE OF WASHINGTON)
) ss.
COUNTY OF SAN JUAN)

I hereby certify that I know or have satisfactory evidence that Myrna D Fant & Richard Fant is the person(s) who appeared before me, and said person(s) acknowledged that (s)he signed this instrument, on oath stated that (s)he was authorized to execute the instrument and acknowledged it to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED: Sept. 29, 2006.

Barbara A. Ellenwood
NOTARY PUBLIC for the State of Washington.
My Commission expires 5-19-2008



15. **Amendment.** This agreement may be amended by a written instrument in recordable form and signed by Lot Owners entitled to cast at least seventy-five percent (75%) of the votes allocated to the Lots.

In witness whereof, the undersigned have executed this Agreement as of the date first above written:

Raccoon Point Road Maintenance Association

By: _____ Date: _____

Name/Title: _____

Lot Owner(s) of Parcel No.(s) 172113-006000

By: Donald E. Pritchett Date: Oct. 10, 2006

Print Name: Donald E. Pritchett

By: Frances Pritchett Date: Oct. 10, 2006

Print Name: Frances Pritchett

STATE OF WASHINGTON)
) ss.
COUNTY OF SAN JUAN)

Donald E. Pritchett
Frances Pritchett

I hereby certify that I know or have satisfactory evidence that Frances Pritchett is the person(s) who appeared before me, and said person(s) acknowledged that (s)he signed this instrument, on oath stated that (s)he was authorized to execute the instrument and acknowledged it to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED: October 10, 2006.

Victoria Shaner
NOTARY PUBLIC for the State of Washington.
My Commission expires 09/02/07.



15. **Amendment.** This agreement may be amended by a written instrument in recordable form and signed by Lot Owners entitled to cast at least seventy-five percent (75%) of the votes allocated to the Lots.

In witness whereof, the undersigned have executed this Agreement as of the date first above written:

Raccoon Point Road Maintenance Association

By: _____ Date: _____

Name/Title: _____

Lot Owner(s) of Parcel No.(s) 172113007, _____

By: Kay T. Pope Date: 10-24-06

Print Name: KAY T. POPE

By: _____ Date: _____

Print Name: _____

STATE OF WASHINGTON)
) ss.
COUNTY OF SAN JUAN)

I hereby certify that I know or have satisfactory evidence that Kay T. Pope is the person(s) who appeared before me, and said person(s) acknowledged that (s)he signed this instrument, on oath stated that (s)he was authorized to execute the instrument and acknowledged it to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED: 10-24- _____, 2006.

Shelley R. Crozier
NOTARY PUBLIC for the State of ~~Washington~~ Georgia
My Commission expires 5-10-08

15. **Amendment.** This agreement may be amended by a written instrument in recordable form and signed by Lot Owners entitled to cast at least seventy-five percent (75%) of the votes allocated to the Lots.

In witness whereof, the undersigned have executed this Agreement as of the date first above written:

Raccoon Point Road Maintenance Association

By: _____ Date: _____

Name/Title: _____

Lot Owner(s) of Parcel No.(s) 172222001000

By: Kawain Loa Kully, Inc. Date: Aug 26, 2006

Print Name: J.P. Ohlman, Pres.

By: _____ Date: _____

Print Name: _____

STATE OF WASHINGTON)
) ss.
COUNTY OF SAN JUAN)

I hereby certify that I know or have satisfactory evidence that James P. Ohlman is the person(s) who appeared before me, and said person(s) acknowledged that (s)he signed this instrument, on oath stated that (s)he was authorized to execute the instrument and acknowledged it to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED: August 26, 2006.

Victoria Shaner
NOTARY PUBLIC for the State of Washington.
My Commission expires 09-02-07.

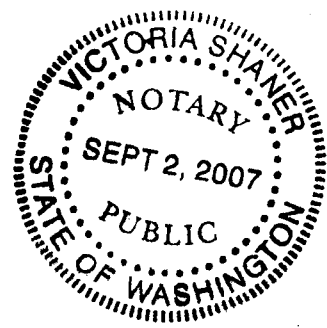


EXHIBIT A
Lot Owners

Pritchett Short Plat	Vol 6	P. 152, 152a
The Alyce One Short Plat	Vol 3	p 26
matia View Short Plat	Vol 6	p. 67
Evergreen Short Plat	Vol 6	p. 62
Seacliff Short Plat	Vol 2	p. 69, 69a, 69b
Sunshine Ridge Short Plat	Vol 7	p. 75, 7a
Buck ^{horn} mountain No. 3	Vol 2	p. 24
Buck mountain Tracks	Vol 5	p. 30
Raccoon Point	Vol 3	p. 38
Raccoon Point No. 2	Vol 5	p. 19

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REGION A	
<u>Parcel Number</u>	<u>Current Owner</u>
170743011000	295 RACCOON LLC
170734014000	ALANA K LEEPER
170734007000	ANNETTE DEON
170743020000	BRIAN R & CHRISTINA JOHNSTON
170744003000	CARL V & DEBBIE A DIEHL
171822005000	CAROL M MERRILL
170734012000	CHARLES & ESKA WILSON
170734005000	CHARLOTTE S CHRISTENSEN
170743012000	CHERYL LEE CASTAGNA
170743013000	CHERYL LEE CASTAGNA
170743003000	CLYDE A STENERSON
170744004000	EARL D ROBERTSON
170743010000	ERIN & SUSAN GARNER
170743019000	GEORGE M HUDSON, ARSINCE SPELIOTOPOULOS
171821003000	GEORGE R & SUZANNA M BOARD
170743016000	GORDON K & ANN L GABRIELSON
170744002000	GORDON K & ANN L GABRIELSON
171821004000	GUISSEPPE JOHN PICONE & HELENE L WALTERS-PICONE
170743002000	JACQUELENE CHANDRA HAHN
170744001000	JACQUELENE CHANDRA HAHN
170744016000	JACQUELENE CHANDRA HAHN
170743009000	JAMES & ELIZBETH HANKS II,
170743005000	JAMES A & GALE T DEUEL
170744005000	JOHAN G KOOYMAN
170744006000	JOHN M & JULIE S GOTTMAN
170744008000	JOHN M & JULIE S GOTTMAN
170743018000	JOHN R & SALLY J BENNETT
171821009000	KEVIN J & LISA M CONNER
170743017000	LEMOINE GARDINER
170743006000	LOIS E BRANDT
170743014000	LYNN S & GLEANNA RICHARDS
170734015000	MARGARET M ALIC
171821008000	MICHAEL B MILLER
170743001000	MICHAEL T BUCK & MARIAH PICONE
170734010000	REBECCA C EARNEST, VAUGHN E PLOEGER
170744015000	SAN JUAN PRESERVATION TRST
170743015000	SHARIN J LEE
170743004000	SUSAN F GREENWOOD, ANDREA E FIGLER
171812002000	T L MAY, TTEE; T H FOOTE; & W J WALLACE
170734002000	THOMAS J & MARION E WEINDL
171821005000	WILLIAM J WALLACE
170734011000	WILLIAM P HEIDEN

REGION B	
<u>Parcel Number</u>	<u>Current Owner</u>
171714002000	ANDREA PIERCE
171750067000	BATHAN O&EDITH VICTORIA SHANER
171750068000	BATHAN O&EDITH VICTORIA SHANER
171750065000	BERRY C COLLINS, INC
171714003000	CAMERON P HINTZEN & THEA ULEN
171724004000	CARROLL & RUTH WILT
170744014000	CURTIS & MICHELE REED
171724010000	DANIEL C CROSSMAN & TRACEY A LEVINE
171724009000	DONALD & SUSAN DRAYBUCK-FAHNESTOCK
171750073000	DONALD J & CARLA L WESTON
171750074000	DONALD J WESTON & CARLA L NOVAK
171714005000	DONNA L DELONG
171713003000	DOUGLAS EMERICK & PAMELA S CHARLESWORTH
170744011000	EDWARD KIRSCHBAUM, JR
171712002000	FRANCIS D & NADINE HANLEY
171713011000	FRANKLIN & BARBARA TRUNKEY
171713009001	FRANKLIN M & BARBARA L TRUNKEY
171713009002	FRANKLIN M & BARBARA L TRUNKEY
171750071000	GREGORY R NEBEKER
170744012000	HERBERT J & CAROLINE BELCH
171712003000	JAMES B & SANDRA A DAGNON
171714004000	JAMES B & SANDRA A DAGNON
170744010000	JAMES R PLIHAL
170744009000	JAMES R PLIHAL
171750069000	JONATHAN H & PATRICIA T BERG
170833004000	JONATHAN H BERG
170744013000	KAREN K & KENNETH L SPECK
171712004000	KAREN K & KENNETH L SPECK
171750070000	LEONARD G & MAUREEN RICKEY
171721003000	MADRONA POINT PROPERTIES LLC
171713007000	MARGARET T SCHULZ
170833001000	MICHAEL BOERO & VALERIE WOODRU
171750063000	MICHAEL J SAKS & ROSELLE L WISSLER
171750064000	MICHAEL J SAKS & ROSELLE L WISSLER
171721002000	MICHEAL HOOVER
171713008000	OWEN J & RITA E ONSUM
171714001000	PATRICIA LOHMAN
171714007000	PATRICIA LOHMAN
171750066000	PEGGY M HANCHETT
171713004001	PHYLLIS J KEY
171713004002	PHYLLIS J KEY
171724005000	ROBERT B CONNELL
171713005000	ROBERT H GREENE
171750072000	TRAVIS L & JOANNA K STOVALL

REGION C	
<u>Parcel Number</u>	<u>Current Owner</u>
171643001000	ALLEN D WILCOX & CONNIE R
172111005000	ALLEN WILCOX
171650019000	ANTHONY & LUCINDA SCHMITT
171650006000	ARJEAN FILMER-BENNETT
172111002000	B J & BARBARA IWARSSON
171622001000	BARBARA BROCKETT KRIEGER
171651034000	BRIAN & ORGELINA WIESE
171651029000	BRUCE RYLANDER
171651028000	DALE N KOWALCHUK
171651030000	DANIEL P & CATHY TORRES
171632001000	DAVID W & RIFAAT FAY
171650013000	DIANA M BARRY
172113006000	DONALD & FRANCES PRITCHETT
172112001000	G FRANK & PAIGE A MCCORMICK
171650008000	GERALD D & GEORGIA PHILBROOK
172113003000	GERALD MUNOFF & ELEANORE
171650002000	HANS W & VIRGINIA E THIELSEN
171650014000	HAROLD F & JOAN E MORGADO
172222001000	HAWAII LOA REALTY
171624001000	IRWIN SIEGEL
171624003000	JAMES & ESTHER MCCULLOUGH
171650009000	JAMES BASIL & ANN HAMILTON
171651031000	JAMES C & SYLVIA S BIDDICK
171650020000	JAMES J MCKEON
171650003000	JOHN & ANN THERESE NESBIT
171650007000	JOHN & PAMELA CARR
171650018000	JULIET B JOHNSON
172113007000	KAY T POPE
171650011000	LINDA J KEMP
171651025000	MARIS MADIGAN
171651021000	MARSHA E WOLF & KENNETH R
171651022000	MARSHA E WOLF & KENNETH R
171650005000	MICHAEL & MARY WHITEHEAD
171624002000	MICHAEL HARRIS, VICTORIA
171651023000	MOUNZER AGHA & DOUHA SAFAR
172112002000	MYSOREY Y JAISIMHA & SUSMITA
171651027000	NATALIE L VINSON CARDINEL
171633001000	PAUL N SMITH & BONNIE L HEYER
171650012000	PHILLIP JONES & SUZANNE QUINN
171632002000	RACCOON POINT INC
171651024000	RACCOON POINT INC
172111003000	RALPH & TERREL KAPLAN
171651037000	REUEL R ROBERTSON & CHRISTINE
171651038000	REUEL R ROBERTSON & CHRISTINE
171651040000	REUEL R ROBERTSON & CHRISTINE
172113005000	RICHARD & MYRNA FANT
171651026000	RICHARD & SHERRIE SCHIFF
171651033000	ROBERT & WENDY LUCAS
171650023000	ROBERT C TUCKER

172111004000	ROBERT J & PATRICIA L HERBOLD
171650010000	SHAWN & LEILA ELIFF
171650016000	STEVE & LORI RODGERS
171651032000	STEVE & LORI RODGERS
171650017000	SUZANNE DEGE
171650004000	SUZANNE W FRECH
171651035000	WILLI J & PATSY B KUEHLE
171651036000	WILLI J & PATSY B KUEHLE
171650001000	WILLIAM KIMES
171650015000	WILLIAM L & DOROTHY C HARRIS

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EXHIBIT B
Road Description

The Road is a 60 foot wide strip of land lying 30 feet on either side of the currently established centerline for roadway and utility purposes, including any required ditches and culverts, which is comprised of:

- The real property (San Juan county tax parcel 170744017000) owned by the Association
- The easements for ingress/egress granted by the Easement Agreement of May 1968 - San Juan County Auditor's File No. 69432

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