

**B.W.R.M.A History**  
**3 June 2017**

**1. Before the Association**

The road maintenance was handled exclusively by Pope Resources until 50% of the lots were sold, then the maintenance was turned over to the lot owners under the restrictions provided by the Covenants.

At that time it was the intent of Pope to turn the roads over to Jefferson County who would then have them paved and maintained as County roads. On approval of the lot owners a RID (Road Improvement District) was formed and accepted by the County. At that time it was estimated the cost would be approximately \$6,000 to \$8,000 per lot owner. The County was to survey the road system and provide costs to have the roads paved and brought up to county standards. This was completed, but the cost per lot owners came in at \$12,000 to \$14,000 per lot, which was double what had been estimated. At a meeting with the County, the lot owners rejected the plan and the RID was canceled. (see Appendix A)

This left the lot owners with having to establish a means for keeping the roads maintained. At first this was done by anyone having the time and initiative, getting together in their homes and discussing what should be done and obtaining cost estimates for the work that they felt would be required. This was unsatisfactory and as stated in the Road Maintenance Covenants the contractor was responsible to bill and collect fees from all lot owners. Since contractors soon found this too arduous many were unwilling to perform the work under those conditions.

**2. Bywater Way Road Maintenance Association**

In April of 2000 a group of 10 lot owners volunteered to study forming a permanent, elected Road Maintenance Association. The committee, with the help of a survey completed by 90% of the lot owners agreed on four objectives in order of priority:

- a. Maintain the existing 4 mile gravel road system in a safe and serviceable condition at the least possible cost.
- b. Develop a representative form of organization to administer the maintenance program.
- c. Investigate the modification of the existing covenants.
- d. Investigate the desirability and or need for improvements to the system.

The first annual membership meeting was held on 28 April 2001. By the second meeting in 2002 the Association Bylaws had been approved by the membership and with professional legal assistance a set of Covenant changes were presented to the lot owners. (see Appendix B)

**3. Covenant Issues**

As the new Association attempted to work within the Covenants it became apparent that the lot owners were in a classic Catch-22. They had the legal responsibility to maintain the roads but not the legal authority needed to accomplish that responsibility. Lot owners donated funds to

secure legal services of Ron Allen to help us. He suggested a two step process. First develop a set of bylaw changes and submit that to the membership. If we were not able to achieve 100% agreement the next step would be to seek a legal judgement in court. In Sept 2001 the proposed covenant changes were mailed to the membership. After two mailings and many phone calls, we had 35 positive and 7 negative responses, It was clear unanimous approval was unattainable.

Again the lot owners donated funds to hire Malcom Harris to investigate other options to provide the Association with the authority to reasonably perform the stated objectives. After several meetings Mr Harris indicated that litigation to procure a legal judgment from a court to revise the covenants would involve considerable cost with little chance of a positive outcome. However he did indicate that he believed we could use Small Claims Court to recover unpaid maintenance fees. Another option would be that the contractor could execute a simple assignment of the contractor's right to impose a lien. (see Appendix C)

At the April 2004 Annual meeting the membership approved taking legal action to collect unpaid fees beginning with the fiscal year 2004-2005. However a subsequent Board of Directors declined to act and little has been done since that time to address the issue of covenant deficiencies.

#### **4. Paving**

After struggling with the covenants for several years most of the lot owners gave up on improvements like paving. Al Stewart purchased a home and two undeveloped lots with the intention of building on the two lots. In addition Al was a hot rod builder and collector. He recognized that for a couple of reasons it would be desirable to have paved roads. Al was able to convince the Olympic Ridge lot owners to finance the paving of their section of the road system. He negotiated an exceptional price for asphalt from Ace Paving Company so some of the other lot owners got involved and three miles of the system were paved. (see Appendix D)

BWRMA was not involved in this project and attempted to make it clear that participation was strictly voluntary and should be considered a donation to the community. Something over 60% of the lot owners shared in the expense of paving. BWRMA then agreed to assume the responsibility for maintenance of the new section as well as the side roads that remained gravel.

#### **5. Current State of Affairs**

Since the covenants do not specifically allow for maintenance of paved roads some lot owners decided they would only pay for the necessary maintenance on gravel roads. Then some of the owners who contributed to paving decided they didn't need to pay for the cost of gravel roads and we have always had a few that have declined to participate at all. So we now have several groups calculating what they believe they should pay each year. This of course makes things very difficult for the Board of Directors to manage the system maintenance.