

PRIVATE ROAD MAINTENANCE COVENANT

THIS COVENANT is recorded in connection with the division of the property described below and the creation of a private road to serve the parcels described. The purpose of this covenant shall be to provide adequate funds for the repair and maintenance of the private road described below for the continued use and benefit of the owners thereof. This Covenant touches and concerns the land and shall run with the land for as long as the private road described below is used to serve one or more of the lots described below.

1. Owners

The term “owner” shall mean any person holding beneficiary interest in a lot described in paragraph 2 below or any plat thereof whether by deed, real estate contract or other instrument evidencing the ownership of the lot.

2. Responsibility of Owners.

The owners of all lots or plat thereof shall designate a “responsible Owner” and an assistant for purposes of administering this Covenant. An affirmative vote of a majority of the owners of the lots described herein, or any plat thereof shall be sufficient to designate the responsible owner and assistant. Until such time as 50% of the lots in the plat are sold the original plat owner(s) shall be the responsible owner, after which time the original owner shall call a meeting of the lot owners for the purpose of explaining the duties of the “responsible owners” and “assistant,” choosing a new “responsible owner” and “assistant” and giving to them monies collected to date together with any bank accounts and bank statements related to this matter.

The “responsible own” and “assistant” shall serve for a minimum of one year after which they may call all lot owners together and designate a new “responsible owner” and/or “assistant” and assign maintenance duties, monies and statements over to them at that time.

3. Property served by the Private Road and subject to Terms of this Covenant.

(INSERT LEGAL DESCRIPTION OF PROPERTY)

The term “lots” shall also include each new lot which may be created by the further division of property described above.

4. Private Road to be covered by this Agreement.

(INSERT LEGAL DESCRIPTION OF PRIVATE ROAD TO BE
MAINTAINED PURSUANT TO THIS COVENANT)

5. **Standards of Maintenance.**

A. Maintenance shall include, but not be limited to road surfacing, shoulders, gates, signs, storm drainage facilities and vegetation control (Section 12.05.200.2.F).

B. The private road shall be maintained in a safe condition so as to allow free and reasonable passage of such vehicular traffic as may be reasonable and necessary in order that all parties may enjoy full and free use of the parcels of real property affected hereby.

C. A recommended periodic maintenance schedule, prepared by the engineer for this project is attached.

6. **Funds.**

A. Normal Expenses.

i. Undeveloped lots.

The owner of each lot not developed by a permanent structure shall pay the sum \$ _____ per _____ year/ _____ quarter/ _____ moth (check one) to cover the pro-rata share of normal street maintenance expenses.

ii. Developed Lots.

The owner of each lot developed with any permanent structure shall pay the sum of \$ _____ per _____ year/ _____ quarter/ _____ month (check one) to cover the pro-rata share of normal street maintenance expenses.

B. Extraordinary Use.

Any lot being used for other than single family residential purposes shall be assessed an additional fee, to be paid at the same time as the fee described in paragraph 6.A.ii above, which shall compensate for the additional wear and tear due to the extraordinary use. If agreement cannot be reached on the appropriate additional charge, the responsible owner may obtain the opinion of a licensed professional engineer to ascertain the amount of the extra assessment, which opinion shall be binding on all parties.

C. Extraordinary Repairs.

The responsible owner may at any time assess additional charges for emergency repairs or extraordinary repairs where approval of such charges is made in writing by the owners of not less than _____ 50%/ _____ 66 2/3%/ _____ 75%/ _____ other % (check one) of the lots described in paragraph 3.

7. Collections and Expenditures

The responsible owner shall have the authority to collect funds provided herein and to contract for purposes of accomplishing the provision of this covenant. In so acting, said owner shall be acting on behalf of all owners for the limited purposes described herein.

8. Changes.

The responsible owner shall annually review the charges set forth herein and may change the charges specified herein. An affirmative vote of 60 percent of the property owners of the described herein shall be sufficient to effect a change in the rates. Any other changes to this covenant shall be approved in writing and signed by the owners of record of _____ 66 %/ _____ 75 percent (check one) of the owners of the lots described herein.

9. Administration.

The responsible owner shall be authorized to open and maintain bank accounts and engage the services of licensed professionals to assist in the administration of this covenant. In the event funds are not paid when due, said owner may maintain an action to collect the funds and shall be entitled to costs and reasonable attorney's fees upon recovery. All costs incurred by the owner shall be charged to account described above.

10. Continuing Obligation.

The covenants herein are necessary for the full use and enjoyment of the property described herein and shall be binding upon all owners, their heirs, successors or assigns. In the event any property changes hands, the new owner shall be responsible for all past due charges outstanding against the lot at the time of transfer.

SIGNED THIS _____ day of _____, _____.

Owner 1 Date

Owner 2 Date

Owner 3 Date

Owner 4 Date

STATE OF WASHINGTON

:SS

COUNTY OF CLARK

I hereby certify that I know or have satisfactory evidence that

Signed this instrument and acknowledge it to be _____ free and voluntary
act for the uses and purposes mention in this instrument.

Dated: _____

By: _____
Notary's Signature

My Appointment Expires: _____