



**Return Address:**

Pacific Lifestyle Homes, Inc.  
9013 N.E. Highway 99, Ste. S  
Vancouver, WA 98665

**Document Title**

1. Private Road Maintenance Covenant - Sunset Ridge – Phase 2; Lots 76, 77, 78, 94, 95 112 and 113.
2. Grantor: Pacific Lifestyle Homes, Inc.  
Grantee: The Public
3. Reference Documents: Sunset Ridge – Phase 2, Clark County Records Book 310, Page 879.
4. Legal Description: A Subdivision Located in the Ellet Murphy D.L.C. and the Joseph Gibbons D.L.C. in the NW 1/4 SW 1/4 and the SW ¼ NW ¼ of Sec. 10, T1N, R4E, W.M. City of Washougal, Clark Co. WA.
5. Assessor's Property Tax Parcel/Account No.:  
Lot 76: 134140168  
Lot 77: 134140170  
Lot 78: 134140172  
Lot 94: 134140204  
Lot 95: 134140206  
Lot 112: 134140240  
Lot 113: 134140242

**Private road Maintenance Covenant  
For LOTS 76, 77, 78, 94, 95, 112 and 113  
of Sunset Ridge Phase 2**

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 landowners 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 subdivision thereof whether by deed, real estate contract, or other instrument evidencing the ownership of the parcel

**2. RESPONSIBILITY OF OWNERS**

The owners of all lots or subdivision thereof shall designate on a "Responsible Owner" and an assistant for the purposes of administering this Covenant. An affirmative vote of a majority of the owners of the lots described herein, or any subdivision thereof shall be sufficient to designate the responsible owner and assistant. Until such time as 50 per cent (50%) of the lots in the subdivision are sold, the original subdivision 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 owner and assistant", choosing a new "responsible owner" and "assistant", and giving to them moneys collected to-date ; together with bank accounts and bank statements relating to this matter.

The "responsible owner" 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, moneys, and bank statements over to them at that time.

**3. PROPERTY SERVED BY THE PRIVATE ROADS AND SUBJECT TO THE TERMS OF THIS COVENANT.**

This covenant is applicable to lots 76, 77, 78, 94, 95, 112, and 113 of the Sunset Ridge plat, Clark County, Washington. The term "lots" shall also include each new lot which may be created by the further division of the property described above.

**4. PRIVATE ROADS KNOWN AS "Tract M", "Tract N" and "Tract O" TO BE COVERED BY THIS COVENANT**

This covenant is applicable to the private drives as follows:

- a. Serving lots 76, 77, and 78 consisting of that portion of the plat designated as Tract M and extending from the public right of way of Sunset Ridge Drive 261.92 feet south with a width of 20.0 feet. ( see exhibit A)

- b. Serving lots 112 and 113 consisting of that portion of the plat designated as Tract N and extending from the public right of way of 54<sup>th</sup> Street 128.51 feet northeast with a width of 20.0 feet. ( see exhibit A)
- c. Serving lots 94 and 95 consisting of that portion of the plat designated as Tract O and extending from the public right of way of 54<sup>th</sup> Street 58.74 feet southwest with a width of 20.0 feet. ( see exhibit A)

5. STANDARDS OF MAINTENANCE

- a. Maintenance shall include, but is not limited to, road surfacing, shoulders, gates, signs, storm drainage facilities, and vegetation control. (CCC 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.

6. FUNDS.

A. Normal Expenses:

I. Undeveloped lots:

The owner of each lot not developed by a permanent structure shall pay the following sum annually to cover the pro-rated share of normal street maintenance expenses.

Lots 76, 77, and 78	\$ 170.00 annually
Lots 94 and 95	\$ 60.00 annually
Lots 112 and 113	\$ 125.00 annually

II. Developed lots:

The owner of each developed lot by a permanent structure shall pay the following sum to cover the pro-rated share of normal street maintenance expenses.

Lots 76, 77, and 78	\$ 220.00 annually
Lots 94 and 95	\$ 75.00 annually
Lots 112 and 113	\$ 160.00 annually

B. Extraordinary Use.

Any lot being used for the 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 75% of the lots described in paragraph 3.

7. COLLECTIONS AND EXPENDITURES.

The responsible owner shall have the authority to collect funds as provided herein and to contract for purpose of accomplishing the provisions of this covenant. In so acting said responsible owner should 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 60percent of the property owners of the lots 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 75% of the owners of the lots described herein.

9. ADMINISTRATION.

The responsible owner shall be authorized to open and maintain bank accounts and to engage the services of licensed professionals to assist in the administration of the 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 the 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 owner shall be responsible for all past due charges outstanding against the lot at the time of transfer.

  
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Kevin Wann - President  
Pacific Lifestyle Homes, Inc.

Date: June 14, 2001

DATED this 14th day of June, 2001

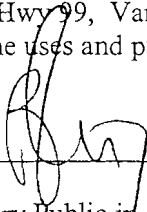
STATE OF WASHINGTON

COUNTY OF CLARK

I hereby certify that I know or have satisfactory evidence that Kevin Wann signed this instrument on behalf of Pacific Lifestyle Homes, Inc. 9013 NE Hwy 99, Vancouver, WA. He acknowledged it to be his free and voluntary act for the uses and purposes mentioned in the instrument.

DATED: 13 June 2001  

BRUCE LINDBERG NOTARY PUBLIC STATE OF WASHINGTON COMMISSION EXPIRES MARCH 15, 2005
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Notary Public in and for the State of WA  
Residing at Vancouver WA  
My commission expires  
March 15, 2005

Private road Maintenance Covenant  
 For LOTS 76, 77, 78, 94, 95, 112 and 113  
 of Sunset Ridge Phase 2

Exhibit A

