

PRIVATE ROAD MAINTENANCE COVENANT
Ammeter View RMA **July 12, 2022**

THIS COVENANT is recorded in connection with the division of the property described below and the maintenance 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 and to comply with the requirements with Clark County Code 40.350.030.C.4. G Private Road Maintenance Agreement. 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. This Covenant shall be known as “Ammeter View RMA”.

1. Owners

The term “Owner” shall mean any person holding beneficiary interest in a lot described in paragraph 3 below or any plat thereof whether by deed, real estate contract or other instrument evidencing the ownership of the lot. The Owner(s) of any developed lot shall be represented by a single vote in any approvals by the Owners regarding any matters under this Covenant.

2. Responsibility of Owners

a. The Owners of all lots or plat thereof shall designate a “Responsible Owner” Group (ROG) consisting of five (5) Owners for the 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 ROG.

b. The ROG shall serve for a minimum of one year, after which they may call all developed lot owners together and designate enough new “Responsible Owners”, so that the ROG has five Owners. The ROG shall, with input from all Owners, administer this Covenant. Upon annual approval by a simple majority of the Owners, any Responsible Owner or ROG may continue to serve. At the completion of their service, each Responsible Owner shall turn over administration duties, monies and statements over to the new ROG at that time. All ROG members must be in good financial standing with the Ammeter View RMA.

c. The ROG shall administer the Covenant as Officers whose roles and responsibilities are described in Exhibit “C”, “ROG Officer Responsibilities”.

d. The ROG shall conduct an annual meeting each September to review current and future proposed projects, establish project budgets, review proposed assessment amounts for the following year, review monies and expenditures and administer voting by Owners to approve projects and selection of new Responsible Owners.

e. The ROG may also conduct additional Owner meetings, on a quarterly basis, to conduct any business involved in administering this Covenant.

f. Meeting notices, including the location, will be posted on AmmeterView.org website, as well as all communications about projects, budgets, assessments, expenditures, upcoming maintenance work and contracted maintenance work. Email to the Ammeter View RMA group, ROG and all Owners will be an additional acceptable form of communication.

g. The ROG will schedule a minimum of two Owner maintenance work parties, one in the spring and one in the fall. Volunteer work by the Owners helps reduce the cost of contracting out maintenance work and may reduce the annual Owner assessments.

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

See Exhibit "A" Ammerview Acres (now called Ammeter View)

See Exhibit "B" Ammerter Heights Homestead

4. Private Road to be covered by this Agreement.

The roads to be maintained are: that road on the 60 foot easement located partly in Ammerview Acres and partly in Ammerter Heights Homestead, hereinafter called the "Common Road"; all roads contained in the 60 foot easement in Ammerview Acres.

5. Standards of Maintenance.

A. Maintenance shall include, but not be limited to road surfacing, shoulders, street name signs, storm drainage facilities and vegetation control.

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. The periodic maintenance schedule includes: snow plowing; keeping storm drainage facilities (ditches, road surface crowning, catch basins and culverts) functional and clear from debris; maintaining road shoulders from eroding into drainage ditches or allowing road surface to subside; grading, crowning road surface for proper drainage, including gravel application for a durable road surface and repairs of potholes and/or washboard road surface; vegetation control along road borders for improved sight line visibility, fire prevention and emergency vehicle access.

D. Projects and Budgets shall be proposed by any Owner or the ROG and approved by a majority of Owners. Approved projects will be administered by the ROG.

E. In coordination with the Ammeter Heights Homestead Owners group, all Common Road work costs will be agreed upon prior to the work taking place. The cost expense split on any Common Road work is 35% to Ammeter View and 65% to Ammeter Heights.

F. Tax Lot 140448000 shall only be assessed for Common Road maintenance expenses, as the only road access to this Lot is from the Common Road and from no other Ammriview roads.

6. Funds.

A. Normal Expenses

1. For 2022, the Owner of each lot developed with any permanent structure shall pay the sum of \$600 to cover the pro-rata share of normal street maintenance expenses, as well as any past due expenses for snowplowing and road maintenance work already done in 2022. Payments of \$300 are due July 30, 2022 and December 30, 2022.

For 2023, and subsequent years, the owner of each lot developed with any permanent structure shall pay the estimated sum of \$450 per year to cover the pro-rata share of normal street maintenance expenses. This is an estimate and may be adjusted per Article 2.

Payments are due June 1st of each year.

All checks are to be made out to “Ammeter View RMA”.

B. Extraordinary Repairs

The ROG 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 a simple majority of the Owners.

7. Collections and Expenditures

- a. The ROG shall have the authority to collect funds provided herein and to contract for the purposes of accomplishing the provision of this covenant. In so acting, said ROG shall be acting on behalf of all Owners for the limited purposes described herein.
- b. The ROG shall have the authority to reimburse Owners who contribute operating time of their motorized wheeled equipment, such as a tractor, backhoe, boom truck, an hourly rate of \$ 60.00 per hour to perform road maintenance work, snow removal or emergency work. Where possible, use of this equipment shall be pre-approved by the ROG.

8. Changes.

The ROG shall annually review the charges set forth herein and may change the charges specified herein. An affirmative vote of 60 % of the property owners of the described herein shall be sufficient to effect a change in the annual rates. Any other changes to this covenant shall be approved in writing and signed by the owners of record of 66% of the owners of the lots described herein.

9. Administration.

The ROG shall be authorized to open and maintain bank accounts and engage the services of licensed professionals to assist in the administration of this covenant. Checks issued by the ROG must be signed by the two Responsible Owners from the ROG.

10. In the event funds are not paid when due, except with hardship cases or special payment terms approved by the ROG, the ROG may maintain an action to collect the funds and shall be entitled to costs and reasonable attorney's fees upon recovery.

11. 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 developed lot, at the time of transfer.

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EXHIBIT "A"
AMMRIVIEW ACRES

LEGAL DESCRIPTION

The Northwest Quarter of Section 22, Township 2 North, Range 4 East of the Willamette Meridian, Clark County, Washington.

EXCEPT that portion described as follows:

Beginning at a concrete monument at the West Quarter corner of said Section 22; thence North along the West line of said Northwest Quarter, 168.18 feet to the centerline of a 60.00 foot easement; thence South $49^{\circ}00'00''$ East 39.78 feet; thence South $61^{\circ}33'59''$ East 66.98 feet; thence South $79^{\circ}11'30''$ East 112.50 feet; thence South $89^{\circ}18'47''$ East 219.74 feet; thence North $77^{\circ}48'58''$ East 46.14 feet; thence North $60^{\circ}26'02''$ East 108.25 feet; thence North $44^{\circ}21'32''$ East 56.87 feet; thence North $27^{\circ}44'12''$ East 271.63 feet; thence North $16^{\circ}22'31''$ East 54.32 feet; thence North $5^{\circ}17'16''$ West 107.25 feet; thence North $1^{\circ}20'42''$ East 93.04 feet; thence North $31^{\circ}42'54''$ West 52.13 feet; thence North $47^{\circ}28'14''$ West 101.62 feet; thence North $46^{\circ}55'21''$ West 103.91 feet; thence North $25^{\circ}39'15''$ West 53.03 feet; thence North $1^{\circ}20'12''$ West 54.06 feet; thence North $18^{\circ}15'27''$ East 110.07 feet; thence North $26^{\circ}57'18''$ East 154.99 feet; thence North $39^{\circ}48'09''$ East 214.40 feet; thence North $51^{\circ}08'38''$ East 163.70 feet; thence North $60^{\circ}12'09''$ East 265.84 feet; thence North $58^{\circ}54'45''$ East 102.16 feet to a point hereinafter referred to as Point "A"; thence South $28^{\circ}40'16''$ West 44.09 feet; thence South $33^{\circ}30'33''$ East 68.19 feet; thence South $49^{\circ}11'51''$ East 51.38 feet; thence South $68^{\circ}25'26''$ East 50.84 feet; thence South $73^{\circ}45'36''$ East 65.04 feet; thence South $69^{\circ}12'46''$ East 43.88 feet; thence South $24^{\circ}08'08''$ East 32.95 feet; thence South $9^{\circ}12'42''$ West 33.85 feet; thence South $46^{\circ}28'59''$ West 41.83 feet; thence South $56^{\circ}52'53''$ West 80.77 feet; thence South $52^{\circ}54'39''$ West 49.10 feet; thence South $40^{\circ}44'57''$ West 50.10 feet; thence South $38^{\circ}55'49''$ West 51.07 feet; thence South $15^{\circ}51'57''$ West 160.60 feet to the terminus of this centerline description.

An easement for ingress, egress, and utilities over, under, and across a strip of land 60.00 feet in width, the centerline of which is described as follows:

Beginning at a point on the West line of said Section 22 that is 168.18 feet North of the Southwest corner of said Northwest Quarter; thence South $49^{\circ}00'00''$ East 39.78 feet; thence South $61^{\circ}33'59''$ East 66.98 feet; thence South $79^{\circ}11'30''$ East 112.50 feet; thence South $89^{\circ}18'47''$ East 219.74 feet; thence North $77^{\circ}48'58''$ East 46.14 feet; thence North $60^{\circ}26'02''$ East 108.25 feet; thence North $44^{\circ}21'32''$ East 56.87 feet; thence North $27^{\circ}44'12''$ East 271.63 feet; thence North $16^{\circ}22'31''$ East 54.32 feet; thence North $5^{\circ}17'16''$ West 107.25 feet; thence North $1^{\circ}20'42''$ East 93.04 feet; thence North $31^{\circ}42'54''$ West 52.13 feet; thence North $47^{\circ}28'14''$ West 101.62 feet; thence North $46^{\circ}55'21''$ West 103.91 feet; thence North $25^{\circ}39'15''$ West 53.03 feet; thence North $1^{\circ}20'12''$ West 54.06 feet; thence North $18^{\circ}15'27''$ East 110.07 feet; thence North $26^{\circ}57'18''$ East 154.99 feet; thence North $39^{\circ}48'09''$ East 214.40 feet; thence North $51^{\circ}08'38''$ East 163.70 feet; thence North $60^{\circ}12'09''$ East 265.84 feet; thence North $58^{\circ}54'45''$ East 102.16 feet to a point hereinafter referred to as Point "A"; thence South $28^{\circ}40'16''$ West 44.09 feet; thence South $33^{\circ}30'33''$ East 68.19 feet; thence South $49^{\circ}11'51''$ East 51.38 feet; thence South $68^{\circ}25'26''$ East 50.84 feet; thence South $73^{\circ}45'36''$ East 65.04 feet; thence South $69^{\circ}12'46''$ East 43.88 feet; thence South $24^{\circ}08'08''$ East 32.95 feet; thence South $9^{\circ}12'42''$ West 33.85 feet; thence South $46^{\circ}28'59''$ West 41.83 feet; thence South $56^{\circ}52'53''$ West 80.77 feet; thence South $52^{\circ}54'39''$ West 49.10 feet; thence South $40^{\circ}44'57''$ West 50.10 feet; thence South $38^{\circ}55'49''$ West 51.07 feet; thence South $15^{\circ}51'57''$ West 160.60 feet to the terminus of this centerline description.

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EXHIBIT "B"
AMMERTER HEIGHTS' HOMESTEAD

LEGAL DESCRIPTION

East one-half of the Southwest quarter of Section 22, Township 2 North, Range 4 East of the Willamette Meridian, Clark County, Washington and in addition thereto:

That portion of the Northwest Quarter of Section 22, Township 2 North, Range 4 East of the Willamette Meridian, Clark County, Washington, described as follows:

Beginning at a concrete monument at the West Quarter corner of said Section 22; thence North along the West line of said Northwest Quarter, 168.18 feet to the centerline of a 60.00 foot easement; thence South $49^{\circ}00'00''$ East 39.78 feet; thence South $64^{\circ}33'59''$ East 66.98 feet; thence South $79^{\circ}11'30''$ East 112.50 feet; thence South $89^{\circ}18'47''$ East 219.74 feet; thence North $77^{\circ}48'58''$ East 46.14 feet; thence North $60^{\circ}26'02''$ East 108.25 feet; thence North $44^{\circ}21'32''$ East 56.87 feet; thence North $27^{\circ}44'12''$ East 271.63 feet; thence North $16^{\circ}22'31''$ East 54.32 feet; thence North $5^{\circ}17'16''$ West 107.25 feet; thence North $1^{\circ}20'42''$ East 18.73 feet; thence leaving said centerline of said easement, North $84^{\circ}11'06''$ East 514.75 feet; thence North $89^{\circ}49'56''$ East 1320.00 feet to the East line of said Northwest Quarter; thence South $0^{\circ}47'54''$ East 660.00 feet to the center of said Section 22; thence South $89^{\circ}49'56''$ West, along the South line of said Northwest Quarter, 2573.38 feet to the point of beginning.

Containing 30.00 acres.

TOGETHER WITH AND SUBJECT TO an easement for ingress, egress, and utilities over, under, and across a strip of land 60.00 feet in width, the centerline of which is described as follows:

Beginning at the most Westerly Northwest corner of the above described tract of land; thence South $49^{\circ}00'00''$ East 39.78 feet; thence South $64^{\circ}33'59''$ East 66.98 feet; thence South $79^{\circ}11'30''$ East 112.50 feet; thence South $89^{\circ}18'47''$ East 219.74 feet; thence North $77^{\circ}48'58''$ East 46.14 feet; thence North $60^{\circ}26'02''$ East 108.25 feet; thence North $44^{\circ}21'32''$ East 56.87 feet; thence North $27^{\circ}44'12''$ East 271.63 feet; thence North $16^{\circ}22'31''$ East 54.32 feet; thence North $5^{\circ}17'16''$ West 107.25 feet; thence North $1^{\circ}20'42''$ East 18.73 feet to the most Northerly Northwest corner of the above described tract of land and the terminus of this centerline description.

SUBJECT TO all easements, restrictions, and reservations of record.

FILED RECORD
John Nichols
DEC 20 1 56 PM '77

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RON DETZAUER

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Exhibit “C”

ROG Officer Roles and Responsibilities

Ammeter View RMA

1.1 Officers – The ROG officers shall consist of a Managing Director (MD), Assistant Director (AD), Treasurer, Road Commissioner (RC) and IT/Webmaster.

1.2 Vacancies – when a vacancy occurs in the position, the position shall be filled by the ROG. The person selected shall serve until the next annual meeting.

1.3 Managing Director- shall have the active executive management of the operations of the Ammeter View RMA, subject to the control of the ROG. He/She shall preside at all meetings of members and Directors, discharge all the duties incumbent on a presiding officer. The Managing Director shall have custody of all the original records, papers, files and important documents of the Ammeter View RMA.

1.4 Assistant Director – shall attend all ROG and Membership meetings. He/She shall assume the responsibilities of the Managing Director if the Managing Director is unable to conduct His/Her responsibilities due to a scheduled absence. The AD is responsible for recording meeting topics of discussion and the results of any voting actions by the Owners and ROG; and communicating the same to Owners via the AmmeterView.org website or group email.

1.4a The AD is responsible for communication with the Ammeter Heights group on projects involving the “Common Road” or joint projects with Ammeter Heights Homestead.

1.5 Treasurer – the Treasurer shall attend all meetings of the ROG and membership and shall keep accurate records showing the financial condition of the Ammeter View RMA. He/She shall be the custodian of all monies, notes, securities and other valuables that from time to time come into possession of the Ammeter View RMA.

He/She will immediately deposit all funds of the association into a reliable bank or other depository to be designated by the ROG, and shall keep the account in the name of the association. He/She will furnish at each ROG meeting and annual meeting, or whenever requested, a statement of the financial condition of the association along with supporting documents as needed. The Treasurer shall have custody of the financial records of the Ammeter View RMA.

1.6 Road Commissioner – the Road Commissioner shall periodically evaluate the general condition of the “Common Road” and shared roads in “Ammeter View”, for road surface conditions, drainage and drainage ditches. He/She will make maintenance, repair or improvement recommendations to Owners and the ROG for consideration. He/ She will coordinate with the ROG, volunteer road maintenance member work parties and coordinate cost estimates for proposed projects under consideration.

1.7 IT / Webmaster – the IT/Webmaster will maintain an active owners website (ammerview.org), so members and the ROG can post and receive information about the association. He/She will keep a current member email distribution roster for the website.

1.8 Removal of ROG Officers – the Owners, by majority vote at a Special Meeting, may at any time remove for cause or without cause, any Officer of the ROG. Such Officer, upon being made subject to a vote of removal, shall immediately cease functioning as a ROG Officer, upon the recording of such vote by the Managing Director or Assistant Director.

Private Road Maintenance Agreement Covenant, Ammeter View RMA

EXHIBIT D: Owner SIGNATURE PAGE

Name Address Tax Lot (s) Signature Date

Katie Faryniarz	35611 NE Ammeter	140455000		
Northwest Pipeline LLC	35613 NE Ammeter	140455005		
Kerry Graham	35610 NE Ammeter	140454000 140485000		
Angela Schultz	35607 NE Ammeter	140456000		
Dan Schultz	35607 NE Ammeter	140456000		
Martha Hutton	35601 NE Ammeter	140457000 140458000		
John Bullwinkel	35601 NE Ammeter	140457000 140458000		
Coral A. Constans	3231-NE 357 th Ct	140459000		
Matthew M. Constans	3231-NE 357 th Ct	140459000		
Frank A. McIntyre	3321-NE 357 th Ct	140460000		
Paintyn Ripley-Maher	3213 NE 357 th Ct	140461000		
Daylon Hutton	3213 NE 357 th Ct	140461000		

Kathi Berg	3209 NE 357 th Ct	140462000		
Mike Berg	3209 NE 357 th Ct	140462000		
Carmeen M. Buchanan	3212 NE 357 th Ct	140463000		
Catherine Qualheim	3300 NE 357 th Ct	140437000		
Roger L. Qualheim	3300 NE 357 th Ct	140437000		
Jonathon Schultz	35602 NE Ammeter	140453000		
James Rountree III	35520 NE Ammeter	140452000		
Cory D. Schruth	35520 NE Ammeter	140452000		
Christine R. Lawton	35508 NE Ammeter	140451000		
Lance L. Lawton	35508 NE Ammeter	140451000		
Pamela R. Deshon-Stepp	35420 NE Ammeter	140450000		
David M. Stepp	35420 NE Ammeter	140450000		
Danny Hahm	35414 NE Ammeter	140449000		
Lisa Knapp	35312 NE Ammeter	140448000		
Joshua Knapp	35312 NE Ammeter	140448000		

STATE OF WASHINGTON

COUNTY OF CLARK

I hereby certify that I know or have satisfactory evidence that all the Owners listed in Exhibit D who have signed this instrument and acknowledge it to be their free and voluntary act for the uses and purposes mentioned in this instrument.

Dated: _____ By: _____
Notary's Signature

My Appointment Expires: _____