

## DISCOVERY POINT

### ROAD MAINTENANCE COVENANT

This Covenant is recorded in connection with the division of the property described herein and creation of the roadways to serve the parcels described. The purpose of this Covenant shall be to provide adequate funds for the repair and maintenance of the roads 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 roadways described below are used to serve the forty-seven (47) residential lots within the plat of DISCOVERY POINT, recorded under Pierce County Auditor File Number **9604040167**.

#### 1. OWNERS:

The term "owner" shall mean any person holding beneficiary interest in a lot within said plat of DISCOVERY POINT, described herein, or any subdivision thereof by deed, real estate contract or other instrument evidencing the ownership of the lot.

#### 2. RESPONSIBILITY OF OWNERS:

The "owner" of each lot, or subdivision thereof, shall designate the DISCOVERY POINT HOMEOWNER'S ASSOCIATION as the responsible entity to administer this Covenant. The schedule of all individual owner and HOMEOWNER'S ASSOCIATION responsibilities shall be consistent with and as described within DISCOVERY POINT HOMEOWNER'S ASSOCIATION COVENANTS, CONDITIONS AND RESTRICTIONS.

#### 3. PROPERTY SERVED BY ROADS AND SUBJECT TO TERMS OF THIS COVENANT:

The plat of DISCOVERY POINT according to Plat recorded under Pierce County Auditor File Number **9604040167**.

#### 4. ROADWAYS TO BE COVERED BY THIS COVENANT:

Those private roads as shown within the plat of DISCOVERY POINT as recorded under Pierce County Auditor File Number **9604040167**.

## 5. STANDARDS OF MAINTENANCE:

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

The roadways shall be maintained in a safe condition consistent with Pierce County Standards for private roads. The "Full" or "Entire" surface of the roadways shall be maintained so as to allow free and reasonable passage of such vehicular traffic as may be reasonably and necessary in order that all parties may enjoy full and free use of the parcels of real property affected hereby. Where any question exists as to the standards to be applied, the owners may obtain a recommendation from a licensed professional engineer whose written recommendations may be followed in lieu of the standards identified above.

## 6. FUNDS:

The owner of each lot (vacant or occupied with a permanent structure) shall pay the sum of FOUR DOLLARS AND FIFTY CENTS (\$4.50) per month to cover the proportionate share of normal road maintenance expenses.

The DISCOVERY POINT HOMEOWNER'S ASSOCIATION may, at any time, assess additional charges for emergency or extraordinary repairs where written approval of such charges are obtained from owners of FIFTY PERCENT (50%) or more of the lots described in paragraph 3.

## 7. COLLECTIONS AND EXPENDITURES:

The DISCOVERY POINT HOMEOWNER'S ASSOCIATIONS shall have the authority to collect funds as provided herein and to contract for the purposes of accomplishing the provisions of this Covenant. In so acting, said HOMEOWNER'S ASSOCIATION shall be acting in behalf of all owners for the limited purposes described herein.

## 8. REVISIONS:

The DISCOVERY POINT HOMEOWNER'S ASSOCIATION shall annually review the charges set forth herein and may revise the charges specified herein. An affirmative vote of SIXTY PERCENT (60%) of the lot owners described herein shall be sufficient to effect a change in the rates. Any other revisions to this Covenant shall be by written approval endorsed by SIXTY PERCENT (60%) or more of the recorded owners of lots described herein.

9. ADMINISTRATION:

The DISCOVERY POINT HOMEOWNER'S ASSOCIATION shall be authorized to open and maintain a bank account and engage the services of licensed professionals to assist in the administration of this Covenant, when necessary. All costs incurred by the said HOME OWNER'S ASSOCIATION, for the purposes stated herein, shall be paid from the account described above. In the event funds are not paid when due, said HOMEOWNER'S ASSOCIATION may initiate action to collect the funds and shall be entitled to recovery of costs and reasonable attorney's fees.

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 ownership, the new owner shall be responsible for all delinquent charges outstanding on the property.

WITNESS by hand this 21<sup>st</sup> day of December, 1995

Signed by CAPSTONE HOMES, INC: David E Soliem, President.

Notarized by Tani Miyamcto, Notary for the State of Washington.