

COVENANT FOR ROAD MAINTENANCE

Whereas, Robert and Brenda Constant and undersigned parties are the owner of the following described real estate in Skamania County, State of Washington.

Lot # 1 Constant Oaks Subdivision

A circular stamp from Skamania County Auditor, Stevenson, Wash. The stamp features a central arrow pointing upwards. The text "AUG 1985" is prominently displayed in the center. Below it, the words "RECEIVED", "SKAMANIA COUNTY", "AUDITOR", and "STEVENSON, WASH." are arranged in a circular pattern. The outer edge of the stamp is marked with numbers 1 through 31, likely representing days of the month.

Whereas, there is a road presently serving the property above described with an easement filed of record for the purpose of Ingress, Egress and Utilities recorded July 6, 1979, Auditors File # 89067:

In July, 1990 all property owners that have access to Corner Road shall be part of the covenant for maintenance for private road.

Robert and Brenda Constant will personally carry six covenants for their sub division and then as he sells lots, he relinquishes an interest to the new property owner. Also any further subdivision of land where the owners will access corner road will automatically be part of the covenant for private road maintenance lessening everyone's obligations equally. Each owner accessing corner rd. shall each have an undivided interest in the private road as tenants in common with respect thereto; and each owner of any lot by acceptance of deed therefore, whether of not it shall be so expressed in any such deed or other conveyance, is deemed to covenant and agrees to pay an annual assessment to cover the cost necessary for the maintenance and general upkeep of the private road.

Constant-Oak Subdivision shall enter corner road at Constant road. If the lots or driveways have access to corner road beyond the junction of Constant road-corner road, it shall be the responsibility of the Constant-Oak sub. to finish graveling the corner road up to Co. Spec.

After July 1990, for the road fund the owner's committee shall consist of every one person or entity who is an owner of record of any lot described above shall be a member of the owners committee. Constant shall receive only one vote for his six lots or any proportion still in his ownership. As the lots are sold the owners shall be granted a vote.

The owner's committee shall meet annually on the second Tuesday of May to determine the amount of the annual and monthly assessment for the ensuing year. The owners' committee will appoint a chairman and treasurer to manage the fund in order to promote the purpose as set forth in paragraph 2a. There must be two signatures on all checks issued, one person from Constant-Oaks and the other not from that sub. Initially in May 1990, there shall be a \$50. per. year fee assigned to each person or entity who is an owner of record of any lot described above.

Each member of the owner's committee shall have one vote for each lot owned with the exception of Robert Constant who will receive only one vote for his entire or partial ownership of Constant-Oak sub. At least 67% of the eligible owners must be represented in person or by proxy to constitute a quorum. Once a quorum is formed, the vote of at least 67% is necessary to bind all lots.

The owner's committee may meet at other times upon giving of thirty days written notice to the other members of the committee stating the purpose of the meeting, the date, time and place where it is to be held.

ENFORCEMENT

In the event that any one or more lot owners fail to pay their annual assessment to cover their proportional share of the maintenance and upkeep costs set forth in paragraph 1, one or more of the lot owners not in default shall have the right to bring action at law or in equity against the owner personally obligated to pay the same and no owner may waive or otherwise escape payment of his share of the maintenance and upkeep costs by nonuse of the private road or by abandonment of his lot. Failure of an owner to enforce payment of the upkeep and maintenance costs shall in no event be deemed a waiver of the right to do so thereafter.

Registered
Indexed, Sir
Indirect
Filmed
Mailed

In the event one or more lot owners shall seek to enforce the maintenance and upkeep covenant against an owner who refused to pay his proportionate share thereof, the owner in default shall also be obligated to pay reasonable attorney fees in addition to court costs and interest.

The private road shall be used for the common benefit of all lot owners. No owner shall conduct any activity that might in any way detract from or negatively affect the benefit of the private road to the other lot owners. If one of the land owners inflicts damage to the road i.e. personally or through having deliveries (example) A large truck carrying too heavy a load during a very wet season , it is the sole responsibility of that party to pay for the costs of repairing the road.

It is further stated, that the road servicing said property is not a county road and that the county of Skamania, State of Washington, has no responsibility or obligation as to the maintenance, construction or repair of said road.

Dated Aug 7 1985

Allen F. Seep
Charles W. Seep

Unofficial Copy

STATE OF WASHINGTON) ss
COUNTY OF SKAMANIA)
I HEREBY CERTIFY THAT THE WITHIN
INSTRUMENT OF WRITING FILED BY
ROBERT CONSTANT
OF WHITE SALMON, WA 98672
AT 9:45 A.M. AUG. 30 1985
WAS RECORDED IN BOOK 84
DEEDS PAGE 967
RECORDS OF SKAMANIA COUNTY WITH
Bill Olson
County Clerk

BOOK 84 PAGE 969

M.P.O. 20 L Corner Road
Underwood, Wa. 98651
August 5, 1983

Board of County Commissioners
Skamania County
P. O. Box 790
Stevenson, Wa. 98648

RE: COVENANT FOR ROAD MAINTENANCE, CONSTANT OAKS SUBDIVISION

GENTLEMEN:

We have signed the private road maintenance agreement for the above. However, we wish to emphasize that we are not agreeing to the granting of easements onto Corner road, but simply that if in the future we do so, one condition will be the graveling of said road pursuant to this agreement.

Please make this letter part of the official file regarding this plat, on file under Auditor's File #98897, in Book B of plats, page 56.

Sincerely,

Steve L. Leek
Steve L. Leek

Darlene M. Leek
Darlene M. Leek

Copies:
Robert P. Lee, Jr., Planning Dept.
Robert and Brenda Constant

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Dated _____ 19____

Michael W. Domacher
Karla J. Domacher

Unofficial Copy