

101543

Short Plat recorded in Book 3
Page 113 of Skamania County
Auditor's records.

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COVENANT FOR ROAD MAINTENANCE

THIS SUPERCEDES COVENANT FOR ROAD MAINTENANCE AGREEMENT RECORDED UNDER BOOK ^{and} 84, PAGE 824 (signed by Constants and filed on 7-22-85), PAGE 827 (signed by Johnstons and filed on 7-22-85), PAGE 829 (signed by Dornachers and filed on 7-22-85) AND PAGE 967 (signed by Leeks and filed on 8-30-85) TO CONFORM WITH CURRENT REGULATIONS.

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

Lot #6 Constant Oaks Subdivision
Lot #1 Constant Oaks Subdivision
And all properties on North and South sides of Corner Road

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:

Robert and Brenda Constant or their assignees agreed to maintain the road structurally solely for the first five years because of his wanting to develop the subdivision. Snow removal will be a cooperative concern.

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 subdivision and then as he sells lots, he relinquished 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 Road 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 or 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 Subdivision to finish graveling the corner road up to County specifications.

After July, 1990 for the road fund the owners' 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. Constants 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 owners' committee shall meet annually on the second Tuesday of May to determine the type of maintenance and 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 the subdivision. Initially in May 1990, there shall be a \$50.00 per year fee assigned to each person or entity who is an owner of record of any lot described above.

Each member of the owners' 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 Subdivision. 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 owners' 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.

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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.

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 (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 the maintenance, construction or repair of said road.

Date Jan 29 1987

Michael W. Dornacher
Tax Lot No. 3-10-22-DA-100
Karla Dornacher

Date Jan 29 1987

Steve L. Leek
Tax Lot No. 3-10-22-105
Donna M. Leek

Date Jan 29 1987

Robert E. Constant
Tax Lot No. 's 3-10-22-101, 102, 103, 104, 105
Brenda A. Constant

Date Jan 29 1987

Ray W. Johnston
Tax Lot No. 3-10-22-104
Karla Johnston

Date Jan 29 1987

Ruby Loster
Tax Lot No. 3-10-22-100 Lots 1, 2, 3, & 4

Date _____ 19__

Date _____ 19__

Date _____ 19__

FILED FOR RECORD
SKAMIA CO. WASH.
BY Clarence R. B.
JAN 30 1 02 PM '87
V. Salmon
AUDITOR
GARY H. OLSON