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O'Leary
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GARY M. OLSON

Please Print or Type Information.

Document Title(s) or transactions contained therein: 1. Amendment to Constant Oaks Subdivision CCR ³ 2. 3. 4.	
GRANTOR(S) (Last name, first, then first name and initials) 1. Stelma, Dan 2. Rohrbacher, Kurt 3. Pargeter, Paul R. 4. Holland, John Lee <input type="checkbox"/> Additional Names on page _____ of document.	
GRANTEE(S) (Last name, first, then first name and initials) 1. Constant Oaks Subdivision 2. 3. 4. <input type="checkbox"/> Additional Names on page _____ of document.	
LEGAL DESCRIPTION (Abbreviated: 1E., Lot, Block, Plat or Section, Township, Range, Quarter/Quarter) SE4 NE4 Sect 22 T3N R10E <input type="checkbox"/> Complete legal on page _____ of document.	
REFERENCE NUMBER(S) Of Documents assigned or released: Vol 8 Pg 56 and Vol 84 Pg 301 AF 98898 <input type="checkbox"/> Additional numbers on page _____ of document.	
ASSESSOR'S PROPERTY TAX PARCEL/ACCOUNT NUMBER 3-10-22-4-1-101 thru 105 <input type="checkbox"/> Property Tax Parcel ID is not yet assigned. <input type="checkbox"/> Additional parcel #'s on page _____ of document.	<input checked="" type="checkbox"/> Indexed, Di. <input checked="" type="checkbox"/> Indexed <input type="checkbox"/> Indexed <input type="checkbox"/> Indexed
The Auditor/Recorder will rely on the information provided on the form. The Staff will not read the document to verify the accuracy or completeness of the indexing information.	

AMENDMENT TO THE CONSTANT OAKS SUBDIVISION
RESTRICTIVE COVENANTS

WHEREAS, Constant Oaks, a subdivision of land in Section 22, Township 3 North, Range 10 East W.M., Lot 2 of Sooter Short Plat, Skamania County, Washington, the plat of which is on record in the Office of the Skamania County Auditor at Book B, Page 56, Instrument Number 98897, has certain reservations, restrictions, conditions, covenants, and agreements which run with the land that are on record in the Office of the Skamania County Auditor at Book 84, Page 301, Instrument Number 98898; and

WHEREAS, the aforementioned Restrictive Covenants allow for the alteration or the changing of the same upon the majority vote of the owners of the lots within Constant Oaks Subdivision; and

WHEREAS, Constant Drive, a roadway which is shown on the Constant Oaks Subdivision Plat, provides access, and ingress and egress, to the lots within Constant Oaks Subdivision; and

WHEREAS, the width of the roadway easement for Constant Drive as shown on the Constant Oaks Subdivision Plat is sixty (60) feet in width; and

WHEREAS, Constant Drive is a private road which is privately maintained by the owners of the lots within Constant Oaks Subdivision; and

WHEREAS, Constant Road is not a Skamania County road and the width of the surfaced roadway of Constant Drive is not required to be to County specifications; and

WHEREAS, a roadway with a gravel surface and a width of twenty (20) feet is sufficient to provide for access, and ingress and egress, to the lots within the Constant Oaks Subdivision; and

WHEREAS, currently the surfaced roadway of Constant Drive is less than twenty (20) feet in width, is not centered within the sixty (60) foot roadway easement, and is located on the extreme east side of the roadway easement; and

WHEREAS, the currently location of the surfaced roadway of Constant Drive is unfairly burdening and benefitting certain lots within Constant Oaks Subdivision; and

WHEREAS, it is fair and equitable, to the mutual benefit of, and in the best interests of all lot owners within Constant Oaks Subdivision for the twenty foot (20) gravel roadway width of Constant Drive to be located in the center of the sixty (60) foot roadway easement width as shown on the Constant Oaks Subdivision Plat; and

WHEREAS, centering the twenty (20) foot surfaced roadway of Constant Drive within the sixty (60) foot roadway easement will result in a twenty (20) foot wide scenic easement on each side of Constant Drive between the edge of the surfaced roadway and each parcel of property within Constant Oaks Subdivision.

WHEREAS, the maintenance of a twenty (20) foot scenic easement alongside Constant Drive, excluding driveways, as a landscaped and vegetative area, which is kept free at all times from any and all debris, vehicles, and clutter will enhance the drainage of Constant Drive, will enhance emergency vehicle access, and will be in the best interests of, and to the mutual benefit of all lot owners in Constant Oaks Subdivision; and

WHEREAS, the Restrictive Covenants for Constant Oaks Subdivision provide that each lot owner in the Constant Oaks Subdivision shall share on an equal basis the expense and responsibility for the maintenance, repairs and additional construction on Constant Drive;

THEREFORE, after a duly noticed meeting of the owners committee, a quorum of the owners being either personally present or present through proxy, a vote having been taken, and a majority of at least 67% the lot owners in the Constant Oaks Subdivision, the names and signatures of which are provided below, having agreed to amend the Constant Oaks Subdivision Restrictive Covenants, the Restrictive Covenants of Constant Oaks Subdivision are hereby amended as follows:

1. Constant Drive shall have a gravel surfaced roadway width of twenty (20) feet.
2. The twenty (20) foot gravel surfaced roadway width of Constant Drive shall be centered within the sixty (60) foot roadway easement as shown on the Constant Oaks Subdivision Plat and, once centered within the roadway easement and surfaced with gravel, Constant Drive shall remain centered within the roadway easement for all time.
3. The remaining twenty (20) feet of roadway easement on each side of the twenty (20) gravel surfaced roadway width of Constant Drive shall be a scenic easement which shall be landscaped and maintained so that the character of the scenic easement approximates the appearance of the natural surrounding environment. Vegetation within the scenic easement shall not be allowed to impede access, or ingress and egress, to the lots in Constant Oaks Subdivision.

4. With the exception of driveways, the scenic easement shall be kept free and clear, at all times, of any and all manufactured items, including but not limited to, structures, dwellings, debris, clutter, equipment and vehicles and shall be maintained by the lot owner whose property the easement abuts.
5. There shall be no parking of vehicles, trailers, or equipment within the scenic easement.
6. The cost of the maintenance, repair and additional construction to Constant Drive to center the roadway, and surface twenty (20) feet of the roadway with gravel, along the entire length of Constant Drive, shall be shared equally by all lot owners within Constant Oaks Subdivision.
7. Failure on the part of a lot owner to pay their share of the cost for the centering and surfacing of Constant Drive shall constitute a breach of the Restrictive Covenants. If legal action is required to enforce payment, the non-paying lot owner, in addition to being responsible for the payment of the cost of centering and graveling Constant Drive, shall be responsible for the attorney fees and costs incurred by the party seeking enforcement.
8. Any and all, maintenance, repair, and additional construction to Constant Drive, including the above described centering and graveling of Constant Drive, shall only be performed after one or more lot owners have obtained competitive bids from responsible parties, which describe the scope of the maintenance, repair, and additional construction to be performed and the involved cost, and a 67% majority of the lot owners agree upon one of the bids.
9. All Restrictive Covenants of record, and all local, state, and federal laws, which apply to Constant Oaks Subdivision, and which are not in conflict with this amendment, shall remain in full force and effect.
10. This amendment to the Constant Oaks Restrictive Covenants shall be binding upon all owners of lots within Constant Oaks Subdivision and their heirs and assigns, shall run with the land in perpetuity and shall be a part of all conveyances and transfers of lots within the Constant Oaks Subdivision.
11. This amendment shall become effective upon the signing of at least 67% of the lot owners of Constant Oaks Subdivision and after being recorded in the Office of the Skamania County Auditor.

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DATED this 20 day of JUNE 1997.

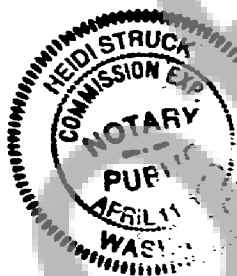
Dan Stelm
Owner Lot # 2 (TWO)

SUBSCRIBED AND SWORN to before me on this 20 day of June, 1997.

STATE OF WASHINGTON)

County of Klickitat) ss.
~~Skamania~~)

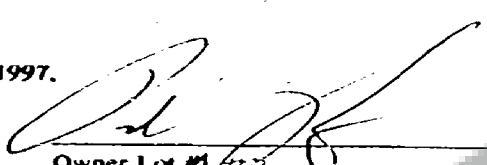
On this 20 day of June 1997, before me, the undersigned, a Notary in and for the State of Washington, personally appeared Dan Stelm, known or identified to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same. WITNESS my signature and official seal.



Heidi Struck
Notary for the State of Washington
Residing at White Salmon
Commission Expires: 4/11/98



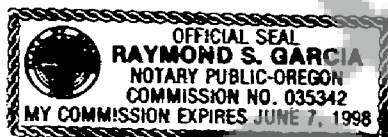
DATED this 27 day of JUNE 1997.


Owner Lot #163

SUBSCRIBED AND SWORN to before me on this 27 day of JUNE, 1997.

OREGON
STATE OF WASHINGTON) ^{RSB}
WASCO)ss.
County of Skamania RSB)

On this 27 day of JUNE 1997, before me, the undersigned, a Notary in and for the State of Washington, personally appeared _____, known or identified to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same. WITNESS my signature and official seal.



Raymond S. Garcia
Notary for the State of ~~Washington~~ OREGON
Residing at THE DALLES, OREGON
Commission Expires: 6-7-98

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DATED this 17 day of June 1997.

John Lee Holland
Owner Lot # 4

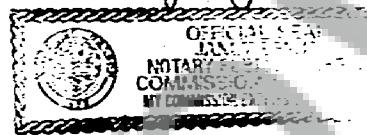
SUBSCRIBED AND SWORN to before me on this 17th day of June, 1997.

OREGON
STATE OF WASHINGTON
Hood River, OR.
County of Skamania)

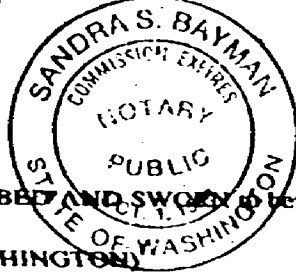
On this 17th day of June 1997, before me, the undersigned, a Notary in and for the State of Washington, personally appeared John Lee Holland known or identified to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same. WITNESS my signature and official seal.



Janet Lewis
Notary for the State of Washington OREGON
Residing at Hood River, OREGON
Commission Expires: July 18, 1998



DATED this 16 day of June, 1997.



[Signature]
Owner, Lot # 5

SUBSCRIBED AND SWORN to before me on this 16th day of June, 1997.

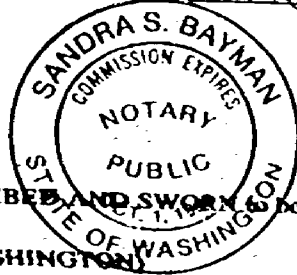
STATE OF WASHINGTON)
County of Skagit)
Skamania)

On this 16th day of June, 1997, before me, the undersigned, a Notary in and for the State of Washington, personally appeared Rurt Rohrbacher, known or identified to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same. WITNESS my signature and official seal.

[Signature]
Notary for the State of Washington
Residing at Unadunaw
Commission Expires: 10-1-98

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DATED this 16 day of June 1997.



[Signature]
Owner Lot #6

SUBSCRIBED AND SWORN to before me on this 16th day of June, 1997.

STATE OF WASHINGTON

Kickitat) ss.
County of Skamania)

On this 16th day of June 1997, before me, the undersigned, a Notary in and for the State of Washington, personally appeared Kurt Kobacher, known or identified to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same. WITNESS my signature and official seal.

Sandra S. Bayman
Notary for the State of Washington
Residing at Underwood
Commission Expires: 10-1-98