

150947

BOOK 253 PAGE 417

FILED FOR RECORD
SKAMIA COUNTY, WASH
BY *Kim Power*

OCT 29 12 43 PM '03

P. Lawry
J. MICHAEL BARVISON

Return Address:

Steve Miner
PO Box 9
Kalama, WA 98625

<p>Document Title(s) or transactions contained herein:</p> <p>First Amendment to Swift Cove West Covenants, Conditions & Restrictions</p>
<p>GRANTOR(S) (Last name, first name, middle initial)</p> <p>Creagan, Dave et ux et al Lee, Elizabeth A et al</p> <p><input checked="" type="checkbox"/> Additional names on pages 4 & 5 of document.</p>
<p>GRANTEE(S) (Last name, first name, middle initial)</p> <p>Swift Cove West</p> <p><input type="checkbox"/> Additional names on page _____ of document.</p>
<p>LEGAL DESCRIPTION (Abbreviated: i.e., Lot, Block, Plat or Section, Township, Range, Quarter/Quarter)</p> <p>Lots 1-4 Swift Cove West</p> <p><input type="checkbox"/> Complete legal on page _____ of document.</p>
<p>REFERENCE NUMBER(S) of Documents assigned or released:</p> <p>Vol 3 of Short Plats at Page 400</p> <p><input type="checkbox"/> Additional numbers on page _____ of document.</p>
<p>ASSESSOR'S PROPERTY TAX PARCEL/ACCOUNT NUMBER</p> <p>07-05-21-0-0-0201-00</p> <p><input type="checkbox"/> Property Tax Parcel ID is not yet assigned</p> <p><input checked="" type="checkbox"/> Additional parcel numbers on page <u>1</u> of document.</p>
<p>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.</p>

After Recording, Return to:
Steve Miner
P.O. Box 9
Kalama, WA 98625

**First Amendment to
Swift Cove West
Covenants, Conditions and Restrictions**

This document is the First Amendment to the Swift Cove West Covenants, Conditions and Restrictions (hereinafter "CC&R's"), as originally filed on 16 January 2003, Book 235, Page 680, Skamania County, Washington. The purpose of these revisions is to correct various omissions and errors contained in the original document and also to modify certain voting margins described in that document.

Revisions are as follows:

201 201 210 211
7-5-21- ~~201 201 210 211~~
10/29/03

Title of Document: The Title to the CC&Rs shall be:

**Swift Cove
Covenants, Conditions and Restrictions**

Section 1- General Definitions

The following Section 1.2.1 is hereby added to the CC&R's:

1.2.1 **Amendments** – Effective on the date hereof, any amendment(s), approved by a vote of the Owners as provided for in Section 1.2 of these CC&R's, shall be valid and binding once the appropriate number of Owners' original signatures, equal to the required number of votes required for passage, provided that all such Owners are in good standing, are collected and notarized upon attached signature page(s) and then recorded, along with the approved amendment(s), with the Skamania County, Washington, Clerk's office.

3. Section 3 – Association Activities and Fees

The following Section 3.1 hereby replaces Section 3.1 of the original CC&R's in its entirety:

3.1. Organization of Association: Owners representing a majority of the lots in the Development shall create a corporation and adopt Bylaws to create Swift Cove Homeowners Association ("Association") to administer the provisions of these CC&R's. The Articles of Incorporation and or Bylaws shall provide for directors, officers and at least one annual meeting and such other meetings as for which prior notice is required.

There shall be a board of directors of between three and five persons whose terms shall run two years, and a President, two Vice-Presidents, Secretary and Treasurer, each of which has a two year term and whom may also be a Board member. Board members and officers shall be elected at each annual meeting of the Association, or any special meeting called for that purpose.

The following Section 3.4 hereby replaces Section 3.4 of the original CC&R's in its entirety:

3.4 Dues /Payment: The Association shall collect maintenance fees of \$300.00 per lot annually, starting 1 July 2002, and each July thereafter, for roads, common areas, trails, etc. This money will be placed in a general fund with a maximum cap of approximately \$5,000.00, to cover estimated costs of Association operating expenses, and maintenance and repairs as needed. At such time as the general fund exceeds \$5,000.00 no annual payments will be required, until such time as the general fund diminishes or is projected to diminish below \$3,000.00. The estimated cost shall be divided equally between all of the lots, regardless of the size of the lots.

- a. The Board shall generate a budget each year.
- b. The Board shall review proposed budget with lot owners at the annual meeting.
- c. Any budget line item can be challenged by any lot owner at the annual meeting, at which time that line item shall be put to a vote by the membership. Passage of any challenged line item requires a super majority of 60% of the lot owners.
- d. If no challenges are issued to any line items, or for the balance of the budget that goes unchallenged, then the budget may be passed in its entirety by the required super majority of 60% of the lot owners.
- e. The Board, by simple majority vote, may issue a special assessment of up to \$1200 total (\$100 per lot) per occurrence for emergencies without requiring a vote of the membership.
- f. If the estimated cost of operation and maintenance for the balance of a fiscal year is projected to be or actually will diminish the general fund to an amount less than the minimum \$3,000 balance in the general fund, the Directors, by a simple majority vote, shall direct each Owner to immediately pay their share of the necessary amount.

The following Section 3.4.1 is hereby added to the CC&R's:

3.4.1 Special Assessments: Special assessments for other type of expenditures not outlined in Section 3.4 and whose total expense exceeds \$500 per calendar year in non-budgeted expenses, shall be payable by all Owners within 30 days, if Owners representing a super majority of 60% of the lots, approve such expenses.

The following Section 3.5 hereby replaces Section 3.5 of the original CC&R's in its entirety:

3.5 Failure to Pay: In the event that an Owner shall fail to pay any of the above amounts, when due, the Association shall have a lien, as described below in Section 3.6, for the unpaid amount. The Association shall also have an action for damages against any nonpaying Owner for any unpaid amount. In any action for the collection of such amount, the substantially prevailing party shall be entitled to an award for such party's reasonable attorney's fees and costs.

The following Section 3.6 hereby replaces Section 3.6 of the original CC&R's in its entirety:

3.6 Lien: The lien referred to above in Section 3.5 shall be calculated and perfected as follows. The Association shall be entitled to the actual amount unpaid plus interest thereon at twelve percent per annum. A notice of lien signed by the Association, shall be recorded in the real property records of Skamania County so as to become a lien of record against the lot of any Owner who has not paid. Said notice of lien shall include at least a description of the defaulting Owner's property; a reference by recording number to these CC&R's; the amount due including interest and attorneys fee and all costs for the preparation and recording of the lien, and an expected schedule of attorneys fees projected prior to the commencement of any judicial foreclosure; the name of the Association; and an address and phone number through which others interested in the lot may communicate with the Association. Said lien may be enforced by foreclosure through the same manner of judicial proceedings as labor and material men's liens are then foreclosed in the state of Washington, except that there shall a time limit for the filing of the lien or the initiation of any judicial proceeding thereafter as set forth in the Association Bylaws, and in addition to the principal and interest due, reasonable time and expenses in recording the lien, the Association shall be entitled to all costs of such foreclosure action and such reasonable attorneys fees as the Court shall fix for the foreclosure action and any collection efforts preceding the foreclosure.

In all other respects the original CC&R's recorded on 16 January 2003, as Book 235, page 680, remain in full force and effect.

Dated: 21 October, 2003

FIRST AMENDMENT TO SWIFT COVE WEST
COVENANTS CONTITIONS AND RESTRICTIONS

Lot Owners' Signatures

Property Owner, Swift Cove West
Short Plat, Lot 1:

Dave Creagan

DAVE CREAGAN
(Printed Name)

Brenda Creagan

BRENDA CREAGAN
(Printed Name)

Property Owner, Swift Cove West
Short Plat, Lot 3:

Elizabeth A. Lee

Elizabeth A. Lee
(Printed Name)

Arthur J. Simons

Arthur J. Simons
(Printed Name)

Property Owner, Glacier View
Short Plat, Lot 2:

Dave Creagan

DAVE CREAGAN
(Printed Name)

Brenda Creagan

BRENDA CREAGAN
(Printed Name)

Property Owner, Swift Cove West
Short Plat, Lot 2:

James A. DeBuhr

JAMES A. DEBUHR
(Printed Name)

Faith DeBuhr

FAITH DEBUHR
(Printed Name)

Property Owner, Glacier View
Short Plat, Lot 1:

Daniela L. Eastman

Daniela L. Eastman
(Printed Name)

Daniel W. Tucker

Daniel W. Tucker
(Printed Name)

Property Owner, Glacier View
Short Plat, Lot 3:

Jeff Waddell

JEFF WADDELL
(Printed Name)

Stacey S. Waddell

Stacey S. Waddell
(Printed Name)

Lot Owners' Signatures (continued)

Property Owner, Glacier View
Short Plat, Lot 4:

[Signature]

Arlie Kiyasu
(Printed Name)

Janette Kiyasu

J. Kiyasu
(Printed Name)

Property Owner, Lot 4
20 Acre Parcel:

[Signature]

STEPHEN J. MINER
(Printed Name)

Karen Miner

KAREN MINER
(Printed Name)

Property Owner, Lot 5
20 Acre Parcel:

[Signature]

Douglas Hemphill
(Printed Name)

Peggy Hemphill

Peggy Hemphill
(Printed Name)

Property Owner, Lot 6
20 Acre Parcel:

[Signature]

Laura Turner
(Printed Name)

[Signature]

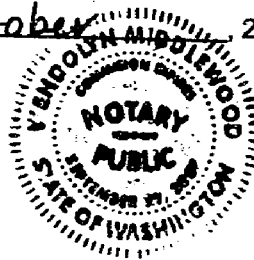
[Signature]
(Printed Name)

State of Washington
County of Clark

On this day personally appeared before me Douglas Hemphill + Peggy Hemphill to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that he/she/they signed the same as his/her/their free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and seal this 20 day of October, 2003.

Wendolyn Middlewood
Notary Public residing at Battle Ground, WA
My Commission Expires: 9/29/06



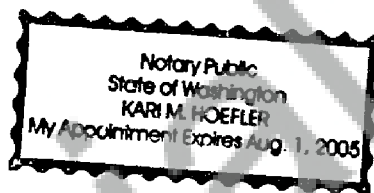
State of Washington
County of Clark

On this day personally appeared before me Stacy Watell + Jeff Waddeel
to me known to be the individual described in and who executed the within and
foregoing instrument, and acknowledged that he/she/they signed the same as
his/her/their free and voluntary act and deed, for the uses and purposes therein
mentioned.

Given under my hand and seal this 21 day of October, 2003.

Kari M. Hoefler

Notary Public residing at Battle Ground
My Commission Expires: 8/1/05



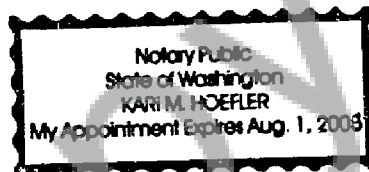
State of Washington
County of Clark

On this day personally appeared before me Laura McKay Turner
to me known to be the individual described in and who executed the within and
foregoing instrument, and acknowledged that he/she/they signed the same as
his/her/their free and voluntary act and deed, for the uses and purposes therein
mentioned.

Given under my hand and seal this 21 day of October, 2003.

Kari M. Hoefler

Notary Public residing at Battle Ground
My Commission Expires: 8/1/05



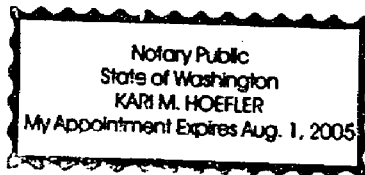
State of Washington
County of Clark

On this day personally appeared before me Janette Kiyasu
to me known to be the individual described in and who executed the within and
foregoing instrument, and acknowledged that he/she/they signed the same as
his/her/their free and voluntary act and deed, for the uses and purposes therein
mentioned.

Given under my hand and seal this 21 day of October, 2003.

Kari M. Hoefler

Notary Public residing at Battle Ground
My Commission Expires: 8/1/05

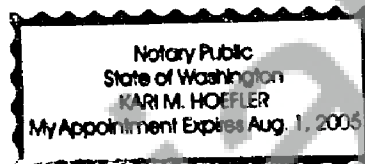


State of Washington
County of Clark

On this day personally appeared before me Elizabeth Lee
to me known to be the individual described in and who executed the within and
foregoing instrument, and acknowledged that he/she/they signed the same as
his/her/their free and voluntary act and deed, for the uses and purposes therein
mentioned.

Given under my hand and seal this 21 day of October, 2003.

Kari
Notary Public residing at Battle Ground
My Commission Expires: 8/1/05

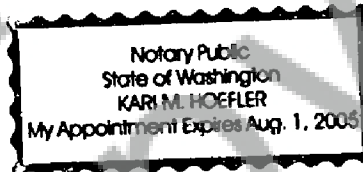


State of Washington
County of Clark

On this day personally appeared before me James Debuhr + Faith Debuhr
to me known to be the individual described in and who executed the within and
foregoing instrument, and acknowledged that he/she/they signed the same as
his/her/their free and voluntary act and deed, for the uses and purposes therein
mentioned.

Given under my hand and seal this 21 day of October, 2003.

Kari
Notary Public residing at Battle Ground
My Commission Expires: 8/1/05

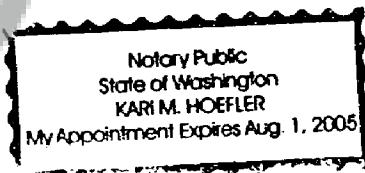


State of Washington
County of Clark

On this day personally appeared before me Pamela Eastman
to me known to be the individual described in and who executed the within and
foregoing instrument, and acknowledged that he/she/they signed the same as
his/her/their free and voluntary act and deed, for the uses and purposes therein
mentioned.

Given under my hand and seal this 21 day of October, 2003.

Kari
Notary Public residing at Battle Ground
My Commission Expires: 8/1/05

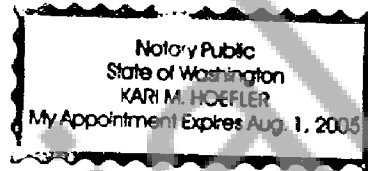


State of Washington
County of Clark

On this day personally appeared before me Daniel Tucker
to me known to be the individual described in and who executed the within and
foregoing instrument, and acknowledged that he/she/they signed the same as
his/her/their free and voluntary act and deed, for the uses and purposes therein
mentioned.

Given under my hand and seal this 21 day of October, 2003.

[Signature]
Notary Public residing at Battle Ground
My Commission Expires: 8/1/05

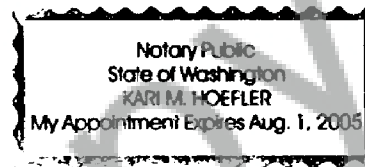


State of Washington
County of Clark

On this day personally appeared before me Phillip Kiyasu
to me known to be the individual described in and who executed the within and
foregoing instrument, and acknowledged that he/she/they signed the same as
his/her/their free and voluntary act and deed, for the uses and purposes therein
mentioned.

Given under my hand and seal this 21 day of October, 2003.

[Signature]
Notary Public residing at Battle Ground
My Commission Expires: 8/1/05

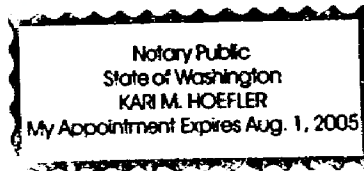


State of Washington
County of Clark

On this day personally appeared before me Dave Orman
to me known to be the individual described in and who executed the within and
foregoing instrument, and acknowledged that he/she/they signed the same as
his/her/their free and voluntary act and deed, for the uses and purposes therein
mentioned.

Given under my hand and seal this 21 day of October, 2003.

[Signature]
Notary Public residing at Battle Ground
My Commission Expires: 8/1/05



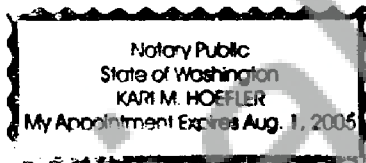
State of Washington
County of Clark

On this day personally appeared before me Brenda Mayan
to me known to be the individual described in and who executed the within and
foregoing instrument, and acknowledged that he/she/they signed the same as
his/her/their free and voluntary act and deed, for the uses and purposes therein
mentioned.

Given under my hand and seal this 27th day of October, 2003.

[Signature]

Notary Public residing at Battle Ground
My Commission Expires: 8/1/05



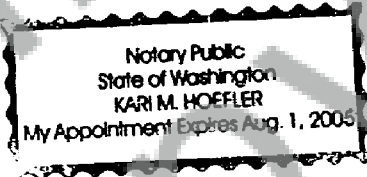
State of Washington
County of Clark

On this day personally appeared before me Arthur Simmons
to me known to be the individual described in and who executed the within and
foregoing instrument, and acknowledged that he/she/they signed the same as
his/her/their free and voluntary act and deed, for the uses and purposes therein
mentioned.

Given under my hand and seal this 22 day of October, 2003.

[Signature]

Notary Public residing at Battle Ground
My Commission Expires: 8/1/05



State of Washington
County of Cowlitz

On this day personally appeared before me Karen Miner & Stephen Miner
to me known to be the individual described in and who executed the within and
foregoing instrument, and acknowledged that he/she/they signed the same as
his/her/their free and voluntary act and deed, for the uses and purposes therein
mentioned.

Given under my hand and seal this 23rd day of October, 2003.

[Signature]

Notary Public residing at Cowlitz Co.
My Commission Expires: 1/31/2004

