

~~SP-47 PAR A~~

~~B.C.~~

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OPERATIONS AND MAINTENANCE AGREEMENT FOR
CEDAR VIEW WATER SYSTEM - #10378B

ART HYLAND, AUDITOR
ISLAND COUNTY, WASH
DEPUTY

The existing 7 parcels are governed by a declaration of covenants (see attachment A), which has been recorded at the time of each purchase. Item 8 of the 15 parts is as follows: A Homeowners Association shall be incorporated or established as an unincorporated association of all property owners when all lots have been sold, including other lots owned by declarants that would also own and maintain the existing road and water system, or sooner at the option of declarants. The association may at some future date own and maintain the well and water distribution and shall own and be responsible for the maintenance of all other community facilities serving the area. The purchaser of each parcel shall own one share in said association, and each share shall be entitled to one vote. The share of any parcels still held by the declarants shall be voted by the declarants. The expenses of the formation of the association shall be borne equally by the owners of all parcels.

At present the declarants are responsible for maintenance and repair of facilities, until such time the above association is in place. In either case, the declarants or a duly elected manager will be the responsible purveyor and responsible for the following - taking and submitting all necessary samples for water quality (as required in Wac 246-290 and applicable county, state and federal rules and regulations), handling emergencies such as system shutdown, and shall serve as a contact person for ICHD when problems with the water system arise. The purveyor shall be responsible for notifying ICHD and all parties included in the agreement of the results of the water quality tests that are required by Wac-246-290-300 and applicable county, state and federal rules and regulations.

In the absence of the designated operator/manager, a back-up lot owner will be available. He or she will be knowledgeable of the system and capable of shutting it down, or hiring personnel capable of repairing or maintaining the system in the absence of the designated operator. At present that person is Clark Reardon.

The declarants or lot owners association realize there is a restriction on furnishing water to additional parties without approval from the ICHD or the State Dept. of Health. At present the well (water source) has more than enough capacity for the present 7 lots; should there be a need to protect the system from over use, the decision will be that of the purveyor or manager for any brief spell where water may be in short supply. Continued shortages would require the association to consider new sources and/or ways to solve the shortage. In the future as a gravity storage system is developed and approved by D.O.H., provisions will be made to meter the water flow at the well head, so as to give additional leak detection. Once the water Association is formed, the installation of individual service meters will be evaluated and phased in according to an agreed schedule.

SPECIFIC LEGALS OF 7 LOTS NOT GIVEN.

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OPERATIONS AND MAINTENANCE AGREEMENT FOR
CEDAR VIEW WATER SYSTEM - #10378B (cont.)

Any future lots not conforming to county, state, and federal standards will be refused water until such time all the present requirements have been met and approved by the above mentioned agencies.

Hook-up fees have been established for the existing lots at \$1600.00 per lot; any future lots will pay a proportionate amount of existing and future construction costs. All lots would share any up-grading costs on an equal basis (new lots would pay the \$1600 initial fee plus upgrading costs).

Rate structures will be set by declarants and/or Homeowners Association as stated above. The rates will include all costs of producing water (including but not limited to electricity, water tests, general maintenance, etc.).

Future up-grading or maintenance of the system will be shared equally by all lot owners. Should any lot owner not be able to pay his or her fair share of the above costs, they will be required to pay additional (additional to their monthly water rate fees) monthly fees, including interest charged by a lending institution for a loan covering their fair share.

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DECLARATION OF COVENANT

Know all men by these presents that I (we) the undersigned, owner in fee simple of the land described herein, hereby declare this covenant and place same on record.

I (we), the grantor herein, is (are) the owners in fee simple of (an interest in) the following described real estate situated in IS County, State of Washington, to wit:

Parcel A Short Plat no. 80/2, 32801330 Record November 17, 1990 Vol 1 of Short Plat, page 4, Island County SEN 376031 together with and subject to easements of record

on which the grantor owns and operates a well and waterworks supplying water for public use located on said real estate, to wit:

SEE ATTACHED EXHIBIT "C"

_____ and grantors is (are) required to keep the water supplied from said well free from impurities which might be injurious to the public health.

It is the purpose of these grants and covenants to prevent certain practices hereinafter enumerated in the use of said grantor's land which might contaminate said water supply.

NOW, THEREFORE, the grantor agree and covenant that said grantor, his (her) (their) heirs, successors and assigns will not construct, maintain, or suffer to be constructed or maintained upon the said land of the grantor and within 100 () feet of the well herein described, so long as the same is operated to furnish water for public consumption, any of the following: structures, residences, cesspools, sewers, privies, septic tanks, drainfields, manure piles, garbage of any kind or description, barns, chicken houses, rabbit hutches, pigpens, or other enclosures or structures for the keeping or maintenance of fowls or animals, or storage of liquid or dry chemicals, herbicides, or insecticides.

These covenants shall run with the land and shall be binding on all parties having or acquiring any right, title, or interest in the land described herein or any part thereof, and shall inure to the benefit of each owner thereof.

WITNESS _____ hand this 24TH day of AUGUST, 1991

Delmar W. Brim (Seal)

Mary Ann Brim (Seal)

Grantor _____

State of ILLINOIS
()
County of ROCK ISLAND) ss

I, the undersigned, a Notary Public in and for the above named County and State, do hereby certify that on this 24th day of AUGUST, 1991, personally appeared before me DELMAR & MARY ANN BRIM to me known to be the individuals described in and who executed the within instrument, and acknowledge that he (they) signed and sealed the same as free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal the day and year last above written.



Mary L. Brown
Notary Public in and for the
State of Washington residing at
MOCLINE, IL.

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EXHIBIT "C"

WARRANTY DEED (GLEASON TO BRIM)

AND ALSO SUBJECT TO a non-exclusive thirty (30) foot wide easement for ingress, egress, and utilities, and for the placement, operation, repair and maintenance of the existing water distribution system, including the well and pump house, and any addition to said pump house which may be reasonably necessary, over, under and across a thirty (30) foot wide strip of real property situated in Island County, Washington, the center line of which is described as follows:

Commencing at the intersection of the center line of a sixty (60) foot easement road as delineated on the short plat map for Short Plat No. 80/13.32801330-4390, as approved October 23, 1980, and recorded November 12, 1980, in Volume 1 of Short Plats, page 47, under Island County Auditor's File No. 376031, and the most easterly point of Parcel C of said Short Plat No. 80/13.32801330-4390; thence easterly along the center line of said sixty (60) foot easement road as delineated on said short plat map for Short Plat No. 83/13.32801330-4390 a distance of thirty (30) feet to the true point of beginning; thence northeasterly in a straight line to the existing wellsite, as it existed on September 29, 1982; thence continuing northeasterly along the same straight line a distance of twenty (20) feet to the terminus of the center line of said easement.

PROVIDED, that all water pipelines and utilities shall be placed underground on said easement. PROVIDED, FURTHER, that this easement is created for the purpose of operating, maintaining, and repairing said water system. PROVIDED, FURTHER, that except as expressly provided herein, no other structure or facility may be placed or constructed upon said easement premises.

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10. In establishing the short plat, the declarants have established a 60 foot right-of-way for access and ingress which lies 30 feet onto ~~each~~ parcel and which contains an improved 18 foot wide area within the 60 foot right-of-way as built to serve as an ingress and egress road to all parcels.

The declarants have also established an access easement over parcel no. Lot A for access to and from the existing well facilities and for the purpose of installation of a waterline and powerline to the well in order to provide a means of access and ingress over said lot at the least inconvenience to the owner thereof. Pursuant to State law, an area with a radius of 100 feet around the existing well on parcel no. A is restricted as to use in order to protect the well water supply and system.

11. No animals, livestock or poultry for commercial purposes of any kind shall be raised, groomed or kept on any lot. Provided, however, the owner of any parcel may maintain for personal use, dogs and cats, so long as such retention does not constitute a nuisance and be offensive to the owners of other parcels within the short plat.

12. Assessments for the cost of maintenance repair and replacement or restoration of any common facilities (road and water) may be levied by the homeowners association at the beginning of each calendar year and computations computed and paid in advance by the owners into a fund maintained by the association for that purpose. Said payments shall be made to the association on the first day of January, April, July and October of each year or on such other schedule deemed convenient by the association or declarants in lieu thereof. Until all lots are sold the declarants shall act in lieu of the elected officers of an association. Said funds shall be transferred to the homeowners association when formed and thereafter managed by said association. If no association is formed, said committee shall continue to manage the fund and make annual accountings to the owners. Assessments against the individual parcels on the first day of each year shall become a lien on the said parcels and said lien shall be a lien prior to any mortgages on the premises. Said liens shall be foreclosed as any other liens may be foreclosed under the laws of the State of Washington.

13. The water system is now and shall continue to be owned by the declarants as a private water system. The costs of the installation of the well and construction of the common portions of the system may be an addition to the sales price of each lot and due at time of sale. The cost of connection from the main water supply line to the residence shall be borne by the individual property owner. The owners of the system may establish a monthly service charge to each user which charge may be levied quarterly and shall be payable in advance to the owners. The owners of the system may levy assessments for repairs and maintenance of the system as against each of the parcels on a share and share alike basis and all such charges and assessments shall become a lien against the parcels affected and be enforced as all other liens may be enforced against real estate under the laws of the State of Washington.

14. Perc field location will be approved by Declarants (where originally shown on 3 lot short plat) and on the north^{ly} 100 ft wide lot the perc field will be located as close to the west property line as possible, and protected by a French drain on the lower side or other means so as to protect the 100 well radius from any run off.

Existing drainage from the ^{top} north^{ly} 100 ft wide lots will not be changed in such a way to affect runoff within a 100 ft radius of the well unless measures are taken to protect the well from runoff resulting from any such drainage change. The area within a 100 ft radius of the well must be protected against surface runoff from entire tract. Local Ditch Dist

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3" RC MAIN
 1" CORE VALVES IN VALVE BOX
 1" CORE VALVE FOR FUTURE
 3" MAIN CORE VALVES
 SCALE 1" = 100'

EXISTING EDS

3" R/C CLASS 200

3" GATE VALVE

TO FUTURE TRANCE
 SUPPLY
 2" 1/2" GAGE VIEWS FOR
 STORM CONTROL TO RAMP HOUSE

POST EXIST. SAME TRUNK WEST SIDE

1 1/2" R/C PIPE UNDER ROAD

GATE VALVE
 SHUT DOWN NORTH LINE

GATE VALVE

GEDDE VIEW WATER TOWER
 RAMP HOUSE
 2" TROOP FLOOR TANK
 2" HP'S WITH 8" 100' R/C
 5" R/C CUMUL. BOX

LOT 2

1" 3" PIPE UNDER ROAD

LOT 1

8" R/C
 16" 20" 11"

