

5672 18520

RECORDED
SKAMANIA CO. TITLE

JUN 13 12 28 PM '94

LOTS 1600, 1601, & 1602 (Legal Descriptions Below)
Skamania, Washington

GARY M. OLSON
AUDITOR

119696

WELL MAINTENANCE AGREEMENT

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WHEREAS, the Skamania County Property Lots 1600 (The East 210 feet of the West 525 feet of the SW 1/4 of Section 28, TWN 2 N, Range 6 East of the W.M., in the County of Skamania, in the State of Washington lying Northerly of the Centerline of the Existing Road), 1601 (The East 226.12 feet of the West 751.12 feet of the SW 1/4 of Section 28, TWN 2 North, Range 6 East of the W.M., in the County of Skamania, in the State of Washington lying Northerly of the Centerline of the Existing Road), and 1602 (The East 220 Feet of the West 971.12 feet of the SW 1/4 of Section 28, TWN 2 N, Range 6 East of the W.M., in the County of Skamania, State of Washington lying Northerly of the Centerline of the Existing Road), hereinafter called "the Property," will adhere to this Well Maintenance Agreement will be written and recorded encompassing all of the three lots in the Property. The well house, the well, the water, and all equipment relating to the well, well house, or water, shall be shared equally by all users. The well house is on lot 1601. All costs associated with the well house, the well, and the equipment relating to such will also be equally shared by the users and will be mutually agreed on prior to any necessary corrections or repairs in a diligent manner. Any costs will be paid by the users prior to the repairs. In the event that one or many of the users chooses to install an additional well on their property, they will bear the cost of their disconnection from the original well on lot 1601, and as long as no injury was caused to the original well due to the disconnection, the lot or lots that have disconnected will no longer be required to share in the expense of the well maintenance, nor will they share in the use of the well or anything associated with it.

All of the restrictions herein set forth shall continue and be binding upon the Properties successors and/or assigns, unless one or many is voted on by all residents and reversed and/or altered. Said change shall be recorded.

The restrictions herein set forth shall run with the land and bind the present owner, its successor and/or assigns. All parties claiming by, through or under it shall be taken to hold, agree and covenant with the owner of said lots, its successors and/or assigns, and with each of them to conform to and observe said restrictions as to the use of said lots and the construction of improvements thereon. In the event

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of a breach of the restrictions, the owner and/or owners have the right to sue for and obtain an injunction prohibitive or mandatory, to prevent the breach of or to enforce the observance of the restrictions above set forth in addition to ordinary legal action for damages. Failure of the owners and/or owners of any other lot or lots referred to in this document to enforce any of the restrictions herein set forth at the time of its violation shall in no event be deemed to be a waiver of a right to do so thereafter.

Thomas S. Lenz
Owner Lot 1600

Thomas S. Lenz
Owner Lot 1601

Mark A. Lenz
Owner Lot 1602

Jack R. Lenz
Owner Lot 1600

Jack R. Lenz
Owner Lot 1601

Sharon Owens
Owner Lot 1602

Unofficial Copy

STATE OF WASHINGTON, } ss.
County of Clark

On this day personally appeared before me THOMAS S. LENZ AND JILL R. LENZ
to me known to be the individuals described in and who executed the within and foregoing instrument, and
acknowledged that THEY signed the same as THEIR free and voluntary act and deed, for the
uses and purposes therein mentioned.

GIVEN under my hand and official seal this 10th day of JUNE, 19 94

Thomas S. Lenz
Notary Public in and for the State of Washington,
residing at Vancouver

My appointment expires 6-10-98

ACKNOWLEDGMENT - INDIVIDUAL
FIRST AMERICAN TITLE COMPANY
WA - 46



STATE OF WASHINGTON, } ss.
County of CLARK

On this day personally appeared before me MARK OWENS AND SHERRI OWENS
to me known to be the individualS described in and who executed the within and foregoing instrument, and
acknowledged that THEY signed the same as THEIR free and voluntary act and deed, for the
uses and purposes therein mentioned.

GIVEN under my hand and official seal this 11 day of JUNE, 19 94



ACKNOWLEDGMENT - INDIVIDUAL
FIRST AMERICAN TITLE COMPANY
WA - 46

Colleen E. Green
Notary Public in and for the State of Washington,
residing at VANCOUVER
My appointment expires Jan. 5, 1996