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BOOK 167 PAGE 314

FILED FOR RECORD  
SKAMANIA CO. WASH  
BY *Lynda Olson*

JUL 18 12 54 PM '97

*G. Olson*  
AUDITOR  
GARY H. OLSON

RETURN ADDRESS: LYNDA J. OLSON  
8233 HWY 14  
LYLE, WA. 98635

DOCUMENT TITLES: DECLARATION AND AGREEMENT OF RESTRICTIVE  
COVENANTS AND ASSESSMENTS RE: EDGEWATER WATER  
SYSTEM ASSOCIATION.  
AND  
NOTICE TO FUTURE PROPERTY OWNERS

NAME OF GRANTOR: LYNDA J. OLSON

NAME OF GRANTEE: BENEFITED PROPERTY OWNERS: LOTS 1, 2, 3, 4, 7, 8, 9,  
*Lynda J. Olson* 10, 11, 12, 13, 14, & 15 OF EDGEWATER PROPERTIES  
*James M. Perry*  
*Margaret W. Turner, Trustee + Richard S. Thurber Et ux*

LEGAL DESCRIPTION: LOTS 1, 2, 3, 4, 7, 8, 9, 10, 11, 12, 13, 14, & 15 EDGEWATER  
PROPERTIES, ACCORDING TO THE PLAT THEREOF,  
RECORDED IN BOOK A, PAGE 119, RECORDS OF  
SKAMANIA COUNTY, STATE OF WASHINGTON

ASSESSOR'S PROPERTY TAX PARCEL NUMBER OR ACCOUNT NUMBER:

#04 07 23 3 4 0600 00  
#04 07 23 3 4 0604 00  
#04 07 23 3 4 0605 00  
#04 07 23 3 4 0606 00  
#04 07 23 3 4 0607 00  
#04 07 23 3 4 0608 00  
#04 07 23 3 4 0609 00  
#04 07 23 3 4 0610 00  
#04 07 23 3 4 0611 00  
#04 07 23 3 4 0612 00  
#04 07 23 3 4 0601 00  
#04 07 23 3 4 0602 00  
#04 07 23 3 4 0603 00

Indexed ☒  
Serialized ☒  
Filed ☒  
Date ☒

**EDGEWATER PROPERTIES**  
Declaration and Agreement of Restrictive Covenants  
and Assessments  
RE:  
Edgewater Water System Association

This Declaration is made on the date upon which this Declaration is recorded with the auditor of Skamania County, State of Washington.

Whereas the undersigned (hereinafter called **Declarant**) is the owner of that certain real property described on "EXHIBIT A" attached hereto more particularly described as follows:

Lots 1, 2, 3, and 4, together with Lots 7, 8, 9, 10, 11, 12, 13, 14 and 15 of Edgewater Properties, according to the official plat thereof record in Book A of Plats at Page 119, Records of Skamania County, Washington, which lots are hereinafter referred to as the "Benefited Properties" or "Benefited Property" when the reference is to a single lot.

Hereby declare and agree that the following restrictions to which all lots shall be subject and shall apply to and bind all of the parties hereto, their successor interest or assigns and shall apply to and be imposed on all of the lands herein described. These covenants shall run with the land and shall be binding to 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.

**ASSOCIATION:** Edgewater Water System Association (hereinafter know as the **Association**) shall be formed for the purpose of ownership, management, and maintenance of the water system. The owners of the Benefited Properties will form such Association to undertake the responsibilities for the maintenance and operation of the water system. Upon formation of said Association, Declarant (including all assignees) shall be relieved of all further liability under this Agreement.

Upon sale by Declarant, each Benefited Property becomes part of the Edgewater Water System Association and is subject to the rules and regulations in this Declaration including an annual assessment for the express purpose of maintenance, upkeep, repair and/or replacement of the equipment necessary to maintain the community well. This includes, but is not limited to, well, well casing, pressure tank, pump, pump house, and all electrical equipment necessary for the operation of this system. Also for the repair and/or maintenance of one thousand and one (1001) (more or less) feet of main underground water lines.

**Location of Well and Water Lines:** Well is located on lot #2. Water line begins at location on lot # 2 from well house and running Easterly one hundred (100) (more or less) feet. Thence Northwesterly approximately one hundred and seventy five (175) (more or less) feet along the Easterly line of Lot #2 to Lot #3. From East line of Lot #3 to the Southeast corner of Lot #4, thence East under Edgewater Drive forty one (41) (more or less) feet, to a tee at a point lying North of the Southwest corner of Lot #9 thence South eighty five (85) (more or less) feet to Lot # 7. From the tee North of the Southwest corner of Lot #9 running Northwesterly six hundred (600) (more or less) feet to the end of the main water line. The water line running from Lot #7 to Lot # 14 lies within the County road easement.

**Easement:** Owners of the Benefited Properties agree to provide an easement to Edgewater Water System Association, Declarant or her assigns, over, under and across a ten-foot strip on that portion of the Benefited Properties which adjoins the public road providing access to each Benefited Property, for the purpose of maintaining the water lines which are required to provide the service described in this agreement.

**Voting by Benefited Owners:** Each lot among the Benefited Properties shall have one vote. The record title owner of such lot shall be the person entitled to cast such vote. If more than one person shall hold record title to a given lot, the vote for such lot shall be cast by a majority of such owners. If the owners of a given lot are unable to reach agreement upon such vote, and there shall not be a majority cast in favor of any position, no vote shall accrue to such lot. A contract vendee shall be considered the record owner of a lot.

**Assessment:** Amount of assessment is to be determined by cost of installation, drilling, all original equipment and lines and all costs necessary to place well and water system in use, and cost of replacement of all equipment and lines. Assessment to be divided equally between each Benefited Property.

This assessment does not include repair/replacement or upkeep of any water lines leading from aforementioned main water line and/or connection to any residence and/or any lot. All water lines and connections from main water line to each lot and/or residence are the responsibility of each individual Benefited Property owner(s). This assessment is in addition to the initial one time connection fee to be charged to the lot owner(s) for the initial connection.



**COVENANTS FOR MAINTENANCE ASSESSMENT:**

**Section 1:** Each Benefited Property owner, by acceptance of a deed, is deemed to covenant and agree, to pay to the Edgewater Water System Association, the assessments levied pursuant to this Covenant. Each Benefited owner thereby vest in the Edgewater Water System Association the right to bring all actions for the collection of such charges and for the enforcement of the lien created hereby. Such right remains with the Edgewater Water System Association and such obligations run with the land so that each successive owner(s) of record of a Benefited Property will become liable to pay all assessments which become a lien, during the time they are the record owner of any Benefited Property in the water system.

Each assessment levied by the Association under this Covenant constitutes a separate assessment. Each assessment, together with interest thereon, costs of collection and reasonable attorney's fees, will be a charge on the Benefited Property and be a continuing lien upon the Benefited Property against which each such assessment is made. The Association, as the agent of all Benefited owners, has a separate lien, and a separate lien with power of sale is hereby created, upon each Benefited Property against which an assessment is made to secure the payment of any assessment's under this Covenant. Each such lien for any particular year's charge will also secure interest thereon, if the same is not paid when due, and costs of suit and reasonable attorney's fees to be fixed by the court if action or suit is brought to collect such charge. The priority of all such liens shall be in inverse order so that upon foreclosure of the lien for a particular year's charge, any foreclosure sale pursuant thereto will be made subject to all liens securing the respective yearly charge on such Benefited Property for succeeding year's.

Each assessment, together with interest, attorney's fees and costs of collection, shall also be a separate, distinct and personal obligation (debt) of the Benefited owner of the lot at the time when the assessment is levied. The personal obligation for delinquent assessments will not pass to a Benefited owner's successor in title unless expressly assumed by such successor, but the lien for such delinquent assessments shall remain and, if unpaid by such successive Benefited owner, may be foreclosed as provided in this Declaration. After a record owner transfers record title to his lot, he will not be liable for any charge thereafter assessed against such lot. A contract seller of any Benefited Property will continue to be liable for all such charges until a conveyance by him of the lot subject to the assessment is recorded in the Office of the Skamania County Recorder.

**Section 2:** The Committee shall establish a regular yearly assessment for operation and maintenance of the Water System by the procedures established in this Section.

Assessments shall be due and payable in yearly installments on the first day of each fiscal year commencing on the first day of the first month following the first conveyance of a Benefited Property (under authority of a public report).

Regular assessments shall be levied in equal amounts against all Benefited Properties within the Water System.

Commencing one (1) year after the provision of initial service, but not less than sixty (60) days prior to the beginning of each such fiscal year, the Committee shall determine the amount of Assessment necessary to provide for the estimate of total charges to be paid out of the maintenance fund during such year (including a reasonable reserve for contingencies) and distribute a copy of a operating statement (budget) to each Benefited Property owner. All funds budgeted, allocated, assessed and collected for deferred maintenance and capital improvements shall be designated and used solely for those specific purposes.

The committee may not impose an increase in the regular assessment that is more than twenty percent (20%) greater than the regular assessment for the Association's preceding fiscal year or impose a special assessments which in the aggregate exceeds five percent (5%) of the budgeted gross expenses of the Association for that fiscal year without the approval of owners, constituting a majority. This approval shall be in writing. For purposes of this section, a majority means more than fifty percent (50%) of the Benefited owners.

The above paragraph does not limit assessment increases necessary for emergency situations, which are defined as extraordinary expenses:

- (1) required by an order of a court; or
- (2) necessary to repair or maintain the System where a threat to personal safety within the System is discovered; or
- (3) necessary to repair or maintain the System that could not have been reasonably foreseen by the Committee in preparing and distributing its operating budget. However, prior to the imposition or collection of an assessment under this subsection (3), the committee shall pass a resolution containing written findings as to the necessity of the extraordinary expenses involved and why the expense was not or could not have been foreseen in the budgeting process, and the resolution shall be distributed to the owners with the notice of assessment.

Within one hundred and twenty (120) days after the end of each fiscal year, the Benefited owners shall receive an accounting of assessment receipts and disbursements for that fiscal year.

**Section 3 Special Assessments:** In addition to the regular assessments, the Committee may levy, in any fiscal year, a special assessment applicable to that year for capital improvements, correction of inadequacy of the maintenance fund, defraying, in whole or in part, the cost of any construction, reconstruction, unexpected repair or replacement of improvements and such other matters as the Committee may deem appropriate. This section does not limit assessment increases necessary for "emergency situations" as defined in Section 2 of this Declaration. Any such special assessment shall be levied among all Benefited Properties in equal amounts.

**Section 4:** Each owner of a Benefited Property, upon becoming such owner(s), shall be deemed to covenant and agree to pay to the Association every assessment provided for in this Declaration and shall be deemed to agree to the enforcement of all such assessments in the manner specified herein. In the event an attorney is employed for collection of any assessment or to enforce compliance with the terms and conditions of this Declaration, each Benefited owner agrees to pay reasonable attorney's fees and any other costs thereby incurred. Any assessment not paid when due will be deemed to be delinquent. In addition to any other remedies herein or by law provided, the association, or its authorized representative, may enforce the obligations of the owners to pay the assessments provided for in this Declaration, and each of them in any manner provided by law or in equity, by either or both of the following procedures.

**Subsection 4.1 Enforcement by suit:** The Association may commence and maintain a suit at law against any Benefited owner(s) personally obligated to pay assessments for such delinquent assessments and such suit will be maintained in the name of the Association. Any judgment rendered in any such action shall include the amount of the delinquency, together with interest thereon, costs of collection, court costs and reasonable attorney's fees in such amount as the court may adjudge against the delinquent Lot owner. Suit to recover judgment for unpaid assessments shall be maintainable without foreclosing or waiving the lien provided for in the following Subsection. The Association may not recover more than once in connection with a single delinquent assessment.

**Subsection 4.2 Enforcement by Lien:** The amount of any assessment levied pursuant to this Declaration, plus any costs of collection, late charges, and interest thereon, shall be a lien on an owner's Benefited Property from and after the time the Association causes a Notice of Delinquent Assessment, containing the name and address of the trustee for foreclosure of the lien, and signed by the Committee or its designated representative (or any Lot owner if the Committee fails or refuses to act), to be recorded with the Skamania County Recorder.

No action shall be brought to foreclose the lien securing an unpaid assessment until the Notice of Delinquent Assessment has been delivered to the Benefited owner(s) of the lot subject to such assessment and notice recorded in the Office of the County Recorder. Said notice shall state the amount of the assessment together with the interest, costs and reasonable attorney's fees, a description of the Benefited Property against which the assessment has been made and the name or names of the record Benefited owner(s) thereof. After the expiration of thirty (30) days from the date such Notice of Delinquent Assessment has been recorded, an action may be commenced in the name of the Association to foreclose the lien, or such action may be commenced by any owner if the Association fails or refuses to act. Upon the declaration of an assessment and the recording of notice thereof, the Association may, at its option, declare the entire balance of all sums due from the owner(s) due and payable, which total sum may then be included in any suit, action or proceeding brought to collect said sum, including all costs,



charges and attorney's fees. Notwithstanding anything contained in this Declaration to the contrary, no action may be brought to foreclose the lien created thereunder, whether judicially, by power of sale or otherwise, until the expiration of ten (10) days after a copy of said Notice of Delinquent Assessment, showing the date of recordation thereof, has been mailed to the Benefited owner(s) of the lot which is described in such Notice.

**Section 5 Transfer of lot by Sale or Foreclosure:** Sale or transfer of any Benefited Property shall not affect the assessment lien. However, the sale of any lot pursuant to mortgage foreclosure shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer (except for assessment liens recorded prior to the mortgage). No sale or transfer shall relieve such Benefited Property from liability for any assessments thereafter becoming due or from the lien thereof.

Where the mortgagee of a first mortgage of record or other purchaser of a Benefited Property obtains title to the same as a result of foreclosure of any such first mortgage, such acquirer of title, his successors and assigns, shall not be liable for the share of the common expenses or assessments by the Association chargeable to such lot which became due prior to the acquisitions of title to such lot by such acquirer (except for assessment liens recorded prior to the mortgage). Such unpaid share of common expenses or assessments shall be deemed to be common expenses collectible from all of the Benefited Properties including such acquirer, his successors and assigns.

Any grantee shall be entitled to a statement from the Association, setting forth the amount of the unpaid assessments against the grantor due the Association and such grantee shall not be liable for, any unpaid assessments made by the Association against the grantor in excess of the amount set forth in the statement; provided however, the grantee shall be liable for any such assessment becoming due after the date of any such statement.

**Section 6 Power of Foreclosure and Sale:** Each of the Benefited owner(s) does hereby appoint the Association, as trustee, to enforce any lien created pursuant to this Declaration and to foreclose such lien by means of any available current Washington statute, as such statutes may be revised, amended or altered from time to time, or by judicial foreclosure, and does further grant the Association, such trustee, the power to sell the Lot of any such defaulting owner(s), or any part thereof, for lawful money of the United States, to the highest bidder to satisfy such lien.

The lien provided for herein shall be in favor of the Association, shall be for the benefit of all Benefited owners and shall secure payment of all sums set forth in the Notice of Delinquent Assessment together with all sums becoming due and payable in accordance with this Declaration after the date of recordation of said Notice of Delinquent Assessment. the association shall have the power to bid at any foreclosure sale and to purchase, acquire, hold, lease, mortgage and convey any Benefited Property. In the event such foreclosure is by action in court, reasonable attorney's fees, court costs,

title search fees interest and all other costs and expenses shall be allowed to the extent permitted by law.

**Section 7 release of lien:** Upon payment of the delinquent assessment or the satisfaction thereof, the Association shall record, in the same manner as the Notice of Assessment, a further certificate stating the satisfaction and release of the lien.

**Section 8 Status of Assessment Lien:** Upon request by any Benefited owner, the Association will furnish, for the benefit of any prospective purchaser or present or prospective encumbrance of such lot, a statement showing all amounts then due which are secured by such lien.

**Section 9 Association Funds:** The assessments collected by the Association shall be held by the Association for and on behalf of each Benefited owner and shall be used solely for the operation, care and maintenance of the Water System as provided in this Declaration. the Committee shall allocate a portion of said funds as collected for the annual maintenance and operation of the System as specified in the annual budget and the Committee shall allocate a portion of said funds as collected as reserves for contingencies, replacement and deferred maintenance of the capital improvements of the System as specified in the annual budget. Said funds shall be deposited, as allocated, into the appropriate bank accounts and said accounts shall be separately maintained by the Association. Upon sale or transfer of any Benefited Property by any owner, the owner's interest in the funds shall be deemed automatically transferred to the successor or transferee of such owner.

**Section 10 ASSOCIATION COMMITTEE:** A volunteer Committee of no less than three (3) Benefited owners shall be formed by agreement of a majority of lot owners, for the express purpose of overseeing maintenance, upkeep and repair of this water system. This Committee is to serve for a period of one (1) year. It is the duties of this Committee to: Collect assessments, make deposits, keep bookkeeping records of all transactions, contract for repairs and or maintenance, oversee repairs, and make all decisions concerning regulations of system. Distribution of these duties are to be agreed to between committee members. Two (2) signatures of current committee members are required on all savings and checking accounts, and on all checks signed for payment of repairs, replacement and upkeep. All repairs/ replacement to ANY parts of this system are to be made by a licensed contractor. All contractors are required to show and have proof of current license and insurance. The Committee is to contract and/or have performed an annual inspection and testing of ALL well equipment and water or, as often as required by County, State or Federal Regulations. This inspection and testing is to be done in agreement with all requirements of County, State and/or Federal agencies. Cost of inspection and testing is to come out of reserve funds. The Committee is to comply with and make all repair/replacements necessary to maintain well and/or equipment to such standards and requirements. NO REPAIRS, MAINTENANCE, OR REPLACEMENT OR ANY OTHER UPKEEP DUTIES TO EQUIPMENT ARE TO BE PERFORMED BY MEMBERS OF THE COMMITTEE AND/OR LOT OWNERS. No



member of this Committee shall be compensated except for out of pocket expenses directly incurred in the performance of their duties.

Until such time as all Benefited Properties have been sold, and/or she relinquish all control of these properties, or expresses a desire to decline, Lynda J. Olson, Declarant and Owner of Edgewater Properties, shall hold one (1) seat on the Committee.

**Section 11 INSURANCE:** The committee shall obtain bids and contract for a Liability Insurance policy of not less than \$1,000,000. This policy is to be renewed annually, and to be paid for from the reserve funds, and is to insure against damages to any person injured or disabled in any accident that is the direct fault of the well, water system, lines, or other equipment used in the operation of this system.

**Section 12 Alternative dispute Resolution:** All disputes and disagreements, between Benefited owners, concerning this agreement and/or maintenance and upkeep of water system, if not resolved by the parties involved, are to be taken before an agreed upon Arbitration Board for resolution. Each party involved is responsible for their own legal fees, and no legal fees may be taken out of the reserve funds. In the event of any court action involving the Committee in the performance of their duties, where they have acted in good faith, all legal fees incurred by the Committee will be divided equally between all lot owners in the form of a Special Assessment.

**Section 13 Dissolution:** Until such time as these properties have converted to a public water system, and all Benefited owners have disconnected from this private system, and all well(s) and water lines have been filled in and covered to Government specifications, and all equipment has been disposed of, and all remaining funds in the reserve account have been equally divided between each Benefited Property, and the Association has been disbanded, this agreement shall be in effect.

**Section 14 Limit of usage prior to Water Right Approval:** Until such time as Water Rights have been approved by the State Department of Ecology, only six (6) residents are to be connected to the water system.

The total water usage for all six residents included, cannot exceed five thousand (5000) gallons per day, and total irrigated areas of all six properties included cannot exceed one half (1/2) acre,

Application for Water Rights has been made and forwarded to the State Department of Ecology.

**Section 15 RESTRICTIONS:**

- 1. Only one (1) residence per lot is permitted to be connected to system.
- 2. NO commercial irrigation or farming is allowed.

- 3. NO commercial livestock watering is allowed.
- 4. No agricultural irrigation (other than household garden) is allowed.
- 5. **ONLY ULTRA-LOW FLOW** plumbing fixtures are to be used in construction or replacement of any plumbing fixture.
- 6. All Benefited owners agree to use conservation methods in connection with water usage.
- 7. All Benefited owner(s), his (her) (their) heirs, successors and assigns agree, they will not construct, maintain, or suffer to be constructed or maintained upon the said land of the Benefited owner(s) and within one hundred (100) feet of the well herein described, so long as the same is operated to furnish water for public consumption, any potential source of contamination, such as, septic tanks and drain fields, sewer lines, underground storage tanks, roads, railroad tracks, vehicles, structures, barns, feed stations, grazing animals, enclosures for maintaining fowl or animal manure, liquid or dry chemical storage, herbicides, insecticides, hazardous waste, or garbage of any kind or description.

These restrictions shall at all times comply with the rules and regulations and statutes of the State of Washington Department of Ecology Standards, and/or Skamania County and be applicable to the services described herein.

**MAIN WATER SYSTEM DESIGN FLOW-STANDARDS ACCOUNT FOR DOMESTIC USE AND WATERING OF A TYPICAL LAWN AND GARDEN SPACE ONLY.**

Usage of this water system is intended to provide a reasonable quantity of water for use for residential purposes only, together with reasonable irrigation which may be required to maintain lawns and gardens related to such residential use. The water shall be the quality required by the Department of Health servicing Skamania County, Washington, and shall conform with the laws, rules, ordinances, regulations and requirements of Skamania County and the State of Washington.

**Release/Disclaimer:** Declarant makes no representations to any party concerning the quantity of water available at any given time. The parties recognize that the quantity of water may vary from time to time determined by the amount of use, the demand for water, the time of year and other factors. Declarant (including all assignees) shall not be liable to any person for or on account of damage incurred by such person, and arising out of a failure of the water system either to provide such water, or to provide it in the quantity or quality which is needed or expected, provided that Declarant shall have satisfied all requirements of the relevant State and County regulations, or ordinances or statutes relating to maintenance and operation of such water system. No greater duty

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shall devolve upon Declarant (including all assignees) than that which is mandated by such statute, regulation or ordinances.

This agreement signed this 10<sup>th</sup> day of July, 1997.

Owner (Declarant) Lynda J. Olson  
Lynda J. Olson

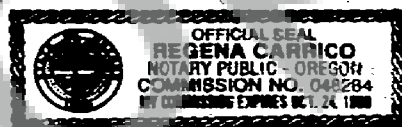
OREGON  
State of Washington  
County of WASCO

I, the undersigned, a Notary Public in and for the above named County and State, do hereby certify that on this 10<sup>th</sup> day of July, 1997, personally appeared before me LYNDA OLSON to me known to be the individual described in, and who executed the within instrument, and acknowledge that he (she) (they) signed and sealed the same as a 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.

Regena Carrico  
Notary Public in and for the State of Washington, residing at:  
WASHINGTON

My Commission expires: OCT. 24, 1999





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The undersigned contract purchaser(s) of Lot 13, of that certain real property described on "EXHIBIT A" hereby agree to abide by and uphold the Declaration and Agreement of Restrictive Covenants of Edgewater Properties, Edgewater Water System, and all Restrictions herein.

This agreement signed this 14 day of July, 19 97

Owner(s) Richard & Annette Thuermer

State of OREGON  
County of MULTNOMAH

I, the undersigned, a Notary Public in and for the above named County and State, do hereby certify that on this 18th day of June, 1997, personally appeared before me RICHARD THURMER & ANNETTE THURMER to me known to be the individual described in and who executed the within instrument, and acknowledge that he (she) (they) signed and sealed the same as a 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.

Alberta Cook  
Notary Public in and for the State of OREGON, residing at  
Portland, OR 97204

My Commission Expires: 7-14-99



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The undersigned owner(s) of Lot 14, of that certain real property described on "EXHIBIT A" hereby agree to abide by and uphold the Declaration and Agreement of Restrictive Covenants of Edgewater Properties, Edgewater Water System, and all Restrictions herein.

This agreement signed this 23 day of June, 1997

Owner(s) James M. Perry

State of Washington  
County of Clark

I, the undersigned, a Notary Public in and for the above named County and State, do hereby certify that on this 23 day of June, 1997, personally appeared before me James M. Perry to me known to be the individual described in and who executed the within instrument, and acknowledge that he (she) (they) signed and sealed the same as a free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal the day and date written.

Juli M. Chalkley

Notary Public in and for the State of Washington, residing at Vancouver, Wa

My Commission Expires: 4-26-2000



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The undersigned owner(s) of Lot 15, of that certain real property described on "EXHIBIT A" hereby agree to abide by and uphold the Declaration and Agreement of Restrictive Covenants of Edgewater Properties, Edgewater Water System, and all Restrictions herein.

This agreement signed this <sup>9th</sup> 7/9/97 day of July, 1997

Owner(s) Fredrick W. Turner, MD & Margaret Turner

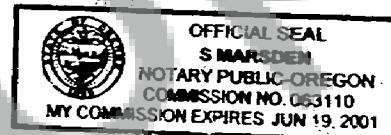
Oregon  
State of ~~Washington~~  
County of Washington

I, the undersigned, a Notary Public in and for the above named County and State, do hereby certify that on this 9th day of July, 1997, personally appeared before me Fredrick W. Turner & Margaret Turner to me known to be the individual described in and who executed the within instrument, and acknowledge that he (she) (they) signed and sealed the same as a 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.

Marsden  
Notary Public in and for the State of Washington, residing at \_\_\_\_\_

My Commission Expires: \_\_\_\_\_



13767

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NOTICE TO FUTURE PROPERTY OWNERS

This property is served by a public water system which is subject to the provisions of Chapter 246-291 WAC. This system may also be subject to other state and local regulations. The system owners are responsible for maintaining this system in compliance.

The name of this system is Edgewaterwater Water System, LEGAL PAGE 2

The state Department of Health and local health departments share administration of the drinking water regulations. Therefore, when the term "department" is used, it refers to whichever agency regulates this particular system. You can contact the local health department to find out which agency is applicable

This water system is designed to provide for 13 services. additional planning and design approvals must be obtained from the department prior to expanding beyond this number of services. Please note that the design flow standards account for domestic use and watering of a typical lawn and garden space only. The design assumes that all residences will be Equipped with ultra low flow plumbing fixtures and that all users will keep conservation in mind whenever they use this system. Additionally, if system wide water use exceeds 5000 gallons per day or if the total property being irrigated by the system exceeds 1/2 acre, a water right permit must be obtained from the Department of Ecology.

Public water systems are subject to on-going requirements. These include periodic water quality monitoring, system maintenance and various record keeping. Prior to purchasing this property, it is recommended that you contact the department to determine whether this system is in compliance with applicable regulations. Fees may be charged by the department for providing various services.

The department maintains current information on this system to expedite retrieval of information for your use or for lending institutions which require information on the system as part of their loan approval process. Each time information on changes, such as a change in the number of homes connected to the system; a change in owner/operator names, address or phone number; ect., the owner of the system must submit an updated Water Facilities Report Form to the department.

Group B public water systems are not required to have back-up facilities to cover power outages or other system failures. contact the system owner for information regarding the reliability of this system.

This system ( has not) been granted one or more waivers from specific provisions of the regulations. (see attach)  
page 1.

At the time this system is fully developed, the financial plan indicateds an average cost / year per dwelling to properly operate and maintain the system in compliance with state and local drinking water regulations. Current information on cost is available from the system owners.

The department recommends and may require ownership and / or operation by a state approved satellite management agency.

LOTS 1,2,3,4,7,8,9,10,11,12,13,14 and 15 OF EDGEWATER PROPERTIES, ACCORDING TO THE OFFICIAL PLAT THEREOF RECORDED IN BOOK A OF PLATS AT PAGE 119, RECORDS OF SKAMANIA COUNTY, WASHINGTON.

THIS AGREEMENT SIGNED THIS 10<sup>th</sup> DAY OF July 1997

Lynda J. Olson  
LYNDA J. OLSON

STATE OF ~~WASHINGTON~~ Oregon  
COUNTY OF \_\_\_\_\_

I, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR THE ABOVE NAMED COUNTY AND STATE, DO HEREBY CERTIFY THAT ON THIS 10<sup>th</sup> DAY OF July 1997. PERSONALLY APPEARED BEFORE ME LYNDA OLSON TO ME KNOWN TO BE THE INDIVIDUAL DESCRIBED IN AND WHO EXECUTED THE WITHIN INSTRUMENT, AND ACKNOWLEDGE THAT SHE SIGNED AND SEALED THE SAME AS A 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

Regena Carrico  
NOTARY PUBLIC IN AND FOR THE STATE OF ~~WASHINGTON~~ Oregon RESIDING AT: WASHINGTON

MY COMMISSION EXPIRES: OCT. 24, 1999

