

**RECORDING REQUESTED BY  
AND WHEN RECORDED RETURN TO:**

PAC RIM PROPERTIES, LLC  
2229 NW PINNACLE DRIVE  
PORTLAND, OR 97229

Doc # 2007166783  
Page 1 of 7  
Date: 07/06/2007 12:39P  
Filed by: SKAMANIA COUNTY TITLE  
Filed & Recorded in Official Records  
of SKAMANIA COUNTY  
SKAMANIA COUNTY AUDITOR  
J MICHAEL GARVISON  
Fee: \$38.00

**DECLARATION OF  
COVENANTS, CONDITIONS, AND REGULATIONS  
BRUNING SHORT PLAT**

**Grantors: Pac Rim Properties LLC**

---

**DECLARATION OF  
COVENANTS, CONDITIONS, AND REGULATIONS  
Bruning Short Plat**

THIS DECLARATION is made this 25th day of April, 2007, by PAC RIM PROPERTIES, LLC, a Washington Limited Liability Company (herein "Declarant").

WHEREAS, Declarant is the owner of that certain real property in the County of Skamania, State of Washington, commonly known as the Bruning Short Plat, hereinafter referred to as the "Property," which is more particularly described as follows:

**INSERT LEGAL DESCRIPTION**

WHEREAS, the Property is to be partitioned in the SE ¼ of Section 25, Township 3, R7E in Skamania County, WA and the tax parcel numbers are as noted:

*See Attached Exhibit A*

Lot 1, Tax Parcel 03072540040200

Lot 2, Tax Parcel 03072540041200

Lot 3, Tax Parcel 03072540041300

Lot 4, Tax Parcel 03072540041400

Which are collectively referred to hereafter as the "Lots"

WHEREAS, Declarant deems it desirable for the preservation of the value and desirability of the Property to subject the Property to the following Covenants, Conditions, Restrictions and Easements, including liens for assessments.

NOW, THEREFORE, Declarant hereby declares that the Property and any parcels/lots

created by the partition/subdivision of the Property, as and when it is separately platted and declared to be a part of the Bruning Short Plat, shall thereafter be sold, conveyed owned and occupied subject to the provisions of this declaration of Covenants, Conditions and Restrictions. Each person or entity, upon acceptance of a deed or land sale contract to purchase, covenants and agrees to comply with said provisions of this Declaration.

## RECITALS

The declarations contained in this Shared Well Agreement ("Agreement") are based on the following factual recitals:

- A. A water well (herein the "Well") with three storage tanks and a 4<sup>th</sup> vault with compressed water tanks, pumps, and system controls are located on Lot 3. An additional storage tank and pump on Lot 1 is also included.
- B. In addition to Lot 3, the Well shall serve Lot 1, Lot 2 and Lot 4.
- C. Water pipes, for the purpose of conveying water from the Well to each Lot are also in place as is an electrical line for the purpose of conveying electricity from the power grid to the Well. The water pipes, Well, and electrical line will herein after be referred to collectively as the "Water System."

## SECTION ONE EASEMENTS

1.1 WELL EASEMENT. Declarant hereby grants and conveys a perpetual easement, as described in more detail, below, for the purposes of running water and power lines to the Well to and from the Lots as well as for maintenance of the lines and Well. Declarant agrees that the easements granted and conveyed in this Section One burden the respective parcels and run with the land. Declarant covenants and agrees that no permanent structure shall be constructed upon the water line easement or the power line easement except as needed for the operation of the Well and Water System.

1.2 WELL USE. Declarant hereby grants and conveys a perpetual right to use water from the Well depicted in Exhibit "A" to each Lot. The use of the water shall be equitably used for the benefit of the Lots.

1.3 WATER LINE EASEMENT. Declarant hereby grants and conveys to each Lot an easement for the purpose of conveying water from the Well across Lot 3 to Lot(s) 1, 2, and 4. Said easement shall be at least 35 feet in width and shall extend on, over, across and underneath said strip of land from the Well to the respective Lot line(s). The centerline of said easement shall be the water line itself. The easement granted in this paragraph is legally described in Exhibit "B" attached hereto and incorporated by reference herein.

1.4 ELECTRICAL EASEMENT. Declarant hereby grants and conveys an easement across Lot(s) 3 to the Well for the purpose of conveying electricity from the nearest reasonable site on the power grid to the Well. Said easement shall be at least 35 feet in width and shall extend on, over, across and underneath said strip of land from the designated well site to the lot line. The centerline of said easement shall be the electrical conduit itself. The easement granted in this paragraph is legally described in Exhibit "A" attached hereto and incorporated by reference herein.

The scope of the easement is such that the owner of any Lot burdened by the easement shall not allow any trees to grow in the easement and shall keep the easement free and clear of any and all trees, branches, and/or vegetation that could interfere with the easement or any electrical line running to the Well.

Should an owner of a Lot fail to keep the easement free and clear of trees, branches, and/or vegetation, then any other owner of a Lot served by the Well shall have the right to enter the applicable area and clear the easement. This right shall expressly include the right to trim, cut, fell, and/or remove any and all trees, branches, or vegetation that interfere with the easement or electrical line in any way and the party exercising this right shall have no liability for damage to any trees, branches, or vegetation that they trim, cut, fell or remove from the easement. Each party shall reimburse the party exercising their right to clean the easement under this paragraph for their pro-rata share of any costs incurred by them in connection with the clearing of the easement.

The owner of Lot 3 will receive the billings for electrical service to the Well, and agrees to make payment as due in the regular course on said service. The owners of Lots 1, 2, and 4 shall share equally in the cost of electricity provided to the Well and shall pay their pro-rata share of the electrical costs on a monthly basis as requested by the owner of Lot 3. The owner of Lot 3 shall be responsible for maintenance and repairs of said electrical service on Lot 3 and owners of the Lots serviced by the Well shall contribute on a pro rata basis. Furthermore each lot owner is required to contribute \$100 per quarter to the well system operation and maintenance fund - These funds are to be put into an interest bearing checking account and will be managed responsibly for the sole purpose of water system maintenance and operation by the owner of Lot 3 - All transactions for this account are to be maintained in a journal as entries and made available for viewing by all lot owners at a minimum of once per year at an annual meeting of the lot owners.

1.5 WELL PROTECTION AREA. Declarant hereby grants and conveys a protection area 100 feet in diameter around the wellhead depicted in Exhibit "B." Said 100 foot area shall be known as the Well Protection Area and it shall burden the respective parcels and run with the land. Declarant recognizes that due to the placement of the Well the Well Protection Area may cross onto adjacent parcels. Declarant herein, its, successors and/or assigns will not construct, maintain or suffer to be constructed or maintained within the Well Protection Area, so long as the same is operated to furnish water for human consumption, any thing that threatens or is detrimental to the Well or its ability to produce potable water, or any potential source of contamination, including, but not limited to any of the following: cesspools, sewers, privies, septic tanks, drainfields, sewerlines, manure piles, underground storage tanks, roads, railroad

tracks, vehicles, structures, barns, chicken houses, rabbit hutches, pig pens, feed stations, or other enclosures or structures for the keeping or maintenance of fowl or animals, or storage of liquid or dry chemicals, herbicides or insecticides, hazardous materials, grazing animals, or garbage of any kind or description.

## SECTION TWO ASSIGNMENT OF RIGHTS

All rights granted in this Agreement shall not be further assignable by any of the parties except as an appurtenance to and in conjunction with the sale or subdivision of their parcels.

## SECTION THREE BINDING AGREEMENT

These covenants and agreements shall be perpetual, shall run with the land, and shall be binding on all parties having or acquiring any right, title or interest in the Property described herein or any part hereof, and it shall pass to and be for the benefit of each owner thereof. These covenants and agreements may be terminated or modified upon the recordation of an acknowledged agreement signed by all then existing parties/contract purchasers sharing ownership in the Well.

## SECTION FOUR OPERATION OF WELL

4.1 Cost of Maintenance of Water System. The maintenance and operational costs of the Well and common portions of the Water System, including charges of electricity, shall be shared equally by the owners of the Lots.

4.2 Maintenance and Repair of Pipelines. All pipelines in the water system shall be maintained so that there will be no leakage or seepage, or other defects which may cause contamination of the water, or injury, or damage to persons or property. Pipe material used in repairs shall meet approval of the Health District, or other applicable governmental agency with jurisdiction over the Well or water system. Cost of repairing or maintaining common distributions pipelines shall be born equally by the owners of the Lots. The owner of a particular Lot shall be responsible for the maintenance, repair and replacement of pipe supplying water from the common water distribution pipeline to their own particular dwelling and property. Water pipelines shall not be installed within twenty (20) feet of a septic tank or within twenty (20) feet from a sewage disposal drainfield line.

4.3 Maintenance Costs. Unless emergency conditions exist, or except as provided elsewhere in this Agreement, the owner of a Lot shall give all Lot owners thirty (30) days' notice of the need for repairs or maintenance on the well system, common water pipes or any other portion of the well. The Lot Owners shall discuss within said thirty (30) days the repairs/maintenance that will occur and the costs of such. After agreement upon said repairs, the

parties shall cause said repairs to be made and equally pay the costs incurred. All repairs/maintenance shall occur no later than sixty (60) days from the initial notice, unless otherwise agreed by the Lot owners. All notices shall either be given in person or by certified mail—return receipt requested. All work shall be done by a licensed and bonded contractor within the state of Washington and in a workmanlike manner. In case of emergency, any Lot owner shall be allowed to conduct such repairs or replacements, or so much as required by the situation, and request compensation from the other owners as provided herein.

4.4 Provisions for Continuation of Water Service. A continuous flow of water from the Well shall be maintained in accordance with the requirements of Skamania County and the County Health District and/or the State Department of Ecology or other governing body. In the event that the quality or quantity of water from the Well becomes unsatisfactory as determined by Skamania County, the Health District, and/or any other municipal or governmental authority with jurisdiction over the Well, the Lot owners shall develop a new source of water, either as a common well, or independently at each party's option. Prior to development or connection to a new source of water, the Lot owners shall obtain written approval from the applicable government authority.

4.5 Individual Lot Elements. Each of the 4 lots using this system will be required to have installed a backflow device at their homes, and an individual water meter at their homes. The backflow device is to be maintained and verified by a certified backflow testing agency as operational at least once per year in January of each year. These test results are to be stored and shared with the owners at the annual meeting. An annual reading of the meter is to occur and be shared as well. The purpose of both of these devices is to help ensure that grossly excess water usage does not occur by any individual lot owner.

4.6 Upgrades to the Water System. The Lot Owners may, by 3/4ths majority vote, agree to make upgrades to the Water System. All such upgrades must be in compliance with any and all applicable statutes, rules & regulations, and ordinances of any applicable governing body and all permits and approvals must be obtained prior to the upgrades being undertaken. Proposals to undertake upgrades, their approval, and payment for the upgrades shall be controlled by the provisions of paragraph 4.3, above. Unless the Lot owners unanimously agree to an upgrade, no upgrade shall be undertaken that will cost in excess of \$1000. This dollar limitation on upgrades shall not be interpreted to limit any repairs made pursuant to paragraph 4.3, above.

4.7 Restriction of Furnishing Water to Additional Parties. The Lot owners shall furnish water from the Well to any other persons, properties or dwelling without prior consent of all Lot owners and written approval from Skamania County, the Health Department, and any other applicable governmental body.

4.8 Arbitration. In the event the Lot owners are unable to agree as to any matter covered by this Agreement including specifically, but not limited to, the necessity for repair work or maintenance work, or refusal to pay for electricity or any repairs previously agreed on, the dispute shall be settled by a single arbitrator who shall direct any settlement he or she deems



equitable under the circumstances. If the Lot owners cannot agree upon an arbitrator, then the arbitrator shall be appointed by the presiding judge of the Skamania County Superior Court upon request of any person having a right to use the Water System. The decision of the arbitrator shall be final and binding and not subject to appeal.

4.9 Enforcement. The arbitration decision referenced above may be enforced by any party in any court of competent jurisdiction in Skamania County, Washington, and the losing party shall pay all costs in connection therewith, including reasonable attorney fees in an amount to be set by the court.

4.10 Voting. If a parcel is owned by more than one person, all the owners of a parcel will collectively be referred to as the parcel owner, and will be entitled to only one collective vote, i.e., each parcel represents one vote in the matters covered by this Agreement.

In witness, Declarant has executed this Agreement on the date first written above.

PAC RIM PROPERTIES, LLC

By: [Signature] (Name)  
\_\_\_\_ (Title)

STATE OF WASHINGTON )

COUNTY OF Clark ) ss.

I certify that I know or have satisfactory evidence that Bill Bader (name of person) is the person who appeared before me, and said person acknowledged that (he/she) signed this instrument, on oath stated that (he/she) was authorized to execute the instrument and acknowledged it as the Member (type of authority, e.g., officer, trustee, etc.) of Pac Rim Homes, LLC, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

SUBSCRIBED AND SWORN TO before me this 2 day of July,  
2006. 2007



[Signature]  
Print name: me mastrud  
NOTARY PUBLIC in and for the State of Washington;  
Residing at: Vancouver  
My commission expires: 7-29-07

EXHIBIT 'A'

A tract of land in the Southeast Quarter of Section 25, Township 3 North, Range 7 East, of the Willamette Meridian, in the County of Skamania, State of Washington, described as follows:

Lots 1, 2, 3, and 4 of the Bruning Short Plat recorded in Auditor File NO. 2006162640, Skamania County Records.

Unofficial  
Copy