

Return address:

Steven P. and Gina J. Jatho
3007 NE 178th Avenue
Vancouver, WA 98682-3695

WELL MAINTENANCE AGREEMENT
JATHO SHORT PLAT
as recorded in Auditor's File Number 2008171331
Book Page
Skamania County, Washington

Grantor: Steven P. and Gina J. Jatho

Grantees: Jatho Short Plat Lot One and Lot Two served by the private road "Red Shed Drive"

NW 1/4 of the SW 14 of Section 32, Township 2 North, Range 5 East, Willamette Meridian

Assessor's Tax Parcel Number: 02-05-30-0-0-1507-00 (Short Plat - 2 lots)

DECLARATION OF COVENANT FOR PRIVATE MAINTENANCE OF JATHO SHORT PLAT APPROVED SHARED WELL

The landowners agree to provide for the maintenance of the shared well common to the above-described real property as follows:

A) TYPE AND FREQUENCY OF MAINTENANCE OR REPAIR

Shared well maintenance shall be performed when deemed appropriate by a majority of the landowners. Repairs on utility lines serving the wellhead, well house, and associate homes are the responsibility of those whom they serve. Shared lot owner responsibilities include well head, incoming water and electric line to the well house, and well house structure. Individual lot owner responsibilities include outgoing water lines from the well house to individual lots.

B) METHOD OF ASSESSING COSTS

Cost for the well maintenance or repairs described herein shall be assessed equally

among all landowners served by said shared well, regardless of lot size or water usage rates. Electrical power to the shared well system is provided by Lot one of the Jatho Short Plat (eastern lot). Lot two owners shall compensate Lot one owner the cost of thirty (30) kilowatts / hour of power per month paid quarterly.

C) METHOD OF COLLECTION

Methods of collection of funds shall be determined by the majority of the landowners within such aforescribed property. Each landowner shall contribute to this fund on such dates as the landowners may from time to time unanimously decide upon. The landowners may designate a treasurer among them to collect and administrate such funds. Payment for energy costs are paid directly from Lot two owner to Lot one owner quarterly on January 1st, April 1st, July 1st, and October 1st of each year.

D) DISBURSEMENT OF FUNDS

Upon agreement of a majority of the landowners to perform maintenance or repair on the shared well, funds collected for well maintenance shall be disbursed within thirty (30) days of billing to any provider of well maintenance service by the landowners or the specific landowner designated as treasurer.

E) NON-PAYMENT OF COSTS - REMEDIES

Any landowner who becomes delinquent in the payment of funds under this agreement for a period of thirty (30) days or more shall contribute a late penalty of \$1.00 per day to the well maintenance fund for each day of delinquency. Written notice shall be given to the delinquent landowner prior to the late penalty being assessed. Thirty (30) days after written notice has been given, any or all of the other landowners shall be entitled to seek any remedy available at law including a suit for money owed. The prevailing party in such a lawsuit shall be entitled to a judgment against the non-prevailing party for all attorneys' fees and costs expended in such action. The prevailing party shall also be entitled to attorney's fees or costs incurred as a result of any action undertaken in the collection of money owed, either before or after suit is filed.

F) APPURTENANCE TO THE LAND

This agreement shall be binding on all heirs, successors or assigns of any landowner and shall be appurtenance to the parcels of land herein described.

G) SEVERABILITY

If any provision of this agreement is held invalid for any reason, the remainder of this agreement is not affected.

Steven P. Jatho
Steven P. Jatho, Landowner Lot One and Lot Two of Jatho Short Plat

Gina J. Jatho
Gina J. Jatho, Landowner Lot One and Lot Two of Jatho Short Plat

STATE OF WASHINGTON
COUNTY OF CLARK

On this day personally appeared before me Steven P. Jatho and Gina J. Jatho, to me known as 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 stated.

Given under my hand and official seal this 28th day of July, 2008.

Jeffrey Day
Jeffrey Day

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

My Commission expires

12-16-2009

