

AFTER RECORDING MAIL TO:

Shawn & Tina Van Pelt
P.O. Box 165
Carson, Washington 98610

Document Title(s) (or transactions contained therein):

WELL WATER USERS AGREEMENT

Reference Number(s) of Documents Assigned or Released: Not Applicable

G Additional numbers on page ____ of document

Declarant and Grantor(s) (Last name first, then first name and initials):

1. SHAWN & TINA VAN PELT

G Additional names on page ____ of document

Grantee(s) (Last name first, then first name and initials): Not Applicable

1.

G Additional names on page ____ of document

Abbreviated Legal Description as follows (i.e. lot/block/plat or section/township/range/quarter/quarter):

Lot 4, Ignaz Wachter Subdivision in NW1/4, NW1/4 of Sec. 36, T 3N, R 7E.

G Complete legal description is on page 1 of document

Assessor's Property Tax Parcel / Account Number(s): 03073620040000

Jim
OK

WELL WATER USERS COVENANTS, RESTRICTIONS AND AGREEMENT

THIS AGREEMENT IS hereby made and entered this 10th day of March, 2011, by **SHAWN VAN PELT & TINA VAN PELT**, hereinafter referred to as "Declarant," as the sole owner and developer of the property described herein and affected by the terms and conditions of this agreement.

RECITALS

A. WHEREAS, Declarant is the owner of certain real property situated in Skamania County, State of Washington, and more particularly described as:

Lot 4, Ignaz Wachter Subdivision in the NW $\frac{1}{4}$ of the NW $\frac{1}{4}$ of Section 36, Township 3 North, Range 7 East of the Willamette Meridian all in the County of Skamania and State of Washington.

The property is depicted on the plat map attached hereto as Exhibit "A" and by this reference incorporated herein and hereinafter referred to as the "Property."

B. WHEREAS, Declarant intends to and does hereby establish, for his own benefit and for the mutual benefit of all future owners or occupants of the Property, certain covenants, conditions, restrictions and obligations with respect to ownership and operation of the well water system serving the Property.

C. WHEREAS, Declarant is in the process of dividing the Property into four separate lots that will be served by the same well water system and this document shall serve as the agreement between the owners of these separate lots with regard to the well water system that will serve the Property.

D. WHEREAS, Declarant intends that the owners, mortgagees, occupants, and all other persons hereafter acquiring any interest in the Property, or any part thereof, shall, at all times, enjoy the benefits of and shall hold, sell and convey their interest subject to the rights, covenants, conditions, restrictions, and obligations hereinafter set forth.

AGREEMENT

1. Subdivision of Lots. Declarant is preparing to submit paperwork to Skamania County to divide the Property into four lots through the Van Pelt Short Plat SP-07-02 into the following parcels:

Lot 1 Tax Parcel Number: 03073620040100
Lot 2 Tax Parcel Number: 03073620040200
Lot 3 Tax Parcel Number: 03073620040300
Lot 4 Tax Parcel Number: 03073620040000

2. Ownership of the Well and Water System. The Property is served by a public water system known as Maple Way Water System (hereinafter the "Water System"), which is subject to the provisions of WAC Chapter 246-291, and various other state and local regulations. The owners of the lots to be created by the Van Pelt Short Plat SP-07-02 (hereinafter the "Lot Owners") or their designees shall be responsible for maintaining the Water System in compliance with all applicable state and local regulations. Each Lot Owner shall be granted a one-quarter interest in and to the use of the Water System. This interest in the Water System shall include an equal right to share in the water provided by the Water System. It is anticipated that each Lot Owner's equal interest in the Water System will entitle that Lot Owner to use for one single-family residence in the approximate quantity of 300 gallons per day. Individual meters are installed within the Water System's well house located on Lot 2 of Van Pelt Short Plat SP-07-02, for the purposes of gauging and regulating use so each Lot Owner is restricted to an equal amount of water.

3. Maintenance & Operation Cost. Each Lot Owner shall share equally in the ongoing repairs, maintenance and upkeep costs of the Water System. Maintenance shall include, without limitation, yearly water quality testing and reporting in accord with state and local laws, building and equipment maintenance, repair and replacement, electrical usage for operation of the well pump and well house, chemical or other treatment if necessary, filters and filtration equipment, and other maintenance, repair and replacement costs deemed necessary by the Water Systems' Purveyor. Notwithstanding these provisions, maintenance, repair or replacement of the water lines serving the residences on the Property shall be the sole responsibility of the individual Lot Owners.

4. Collection of Maintenance Fees. In order to pay the ongoing costs of maintenance and operation of the Water System, a maintenance fee shall be assessed to each Lot Owner in the amount of \$500.00 per year. This fee will be deposited in a bank account in the name of Maple Way Water System to defray the costs of ongoing maintenance and operation of the Water System. The foregoing fee will be deemed assessed as of the 1st day of January every year and shall be due and payable 30 days thereafter. In the event fee is not paid within 30 days, collection actions will proceed as necessary to secure payment of said fee. If after 90 days, the assessed fees are still not paid, water service to the Lot Owner with the unpaid fees shall be discontinued until such time when all fees and costs are paid current. In addition, without limiting or restricting any other legal remedies available in these circumstances, in the event a Lot Owner fails to pay the duly assessed fees described herein the unpaid fees shall become a lien on that Lot Owner's real property, which may be foreclosed upon according to law.

5. Easements. The Declarant agrees for himself and all future owners of the Property that non-exclusive reciprocal easements inure to the benefit of all the Lot Owners as particularly depicted on the plat map attached hereto as Exhibit A, including without limitation, easements from the Water System's well head to the main shutoff valve located at each lot line for the lots depicted on Exhibit A.

6. Water System Purveyor. As mutually agreed to by all Lot Owners, one Lot Owner shall be chosen to act as the "Purveyor" of the water system. The "Purveyor's" responsibilities will include the following items:

a. Arranging submission of any and all required water samples, test results and other documentation as described in this agreement or required now or in the future by the State of Washington and/or other local jurisdictions.

b. Repair and maintain Water System and its components to insure uninterrupted sufficient water supply to the users.

c. Handle emergency repairs and/or hire contractors on behalf of the Lot Owners to maintain continued water supply to the Lot Owners.

d. Provide contact information to, and serve as the contact for, the state and local regulatory authorities that govern the Water System.

e. Collect, deposit and account for the Lot Owners' yearly maintenance fees.

f. Compile yearly reports and submittals as required herein as well as by the state and local regulatory authorities.

g. Schedule an annual meeting of the Lot Owners where, among other items, the Lot Owners shall elect a Purveyor, discuss water sample reports and accounting statements. The election shall occur prior to January 31 of each calendar year, and the Purveyor shall serve in that position until December 31 of the year in which elected, or until replaced by a newly elected Purveyor. In the event of a tie vote in the election for Purveyor, or in connection with any other business to come before the Lot Owners, the Lot Owner possessing the lot with the highest tax assessed value for improvements shall cast the deciding vote.

h. Make available to each Lot Owner a copy of the test results from a water sample taken at the well house once each year.

i. Provide a complete accounting statement detailing all costs of operation of the Water System on a calendar year basis. Accounting statements shall be provided by March 1st of each year for the preceding calendar year.

7. Restrictive Covenants.

a. The Declarant hereby covenants and agrees for himself and all Lot Owners that they will not place, construct, maintain or allow to remain within 100' feet of the Water System's well head any of the following items: septic systems, sewer lines, underground storage tanks, roads, driveways, structures, barns, feeding stations, grazing animals, enclosures for maintaining fowl

or animal manure, liquid or dry chemical storage, herbicides, insecticides, hazardous waste, or garbage or any kind.

b. The Declarant hereby covenants and agrees for himself and all Lot Owners that they will not connect any portion of the Water System with any other water source unless specifically allowed to do so by the appropriate state and local regulatory authorities and with the concurrence of all Lot Owners.

8. Heirs, Successors and Assigns. The Declarant covenants and agrees that this agreement, including both the rights and obligations thereto, shall run with the Property and be binding on all parties having any right, title or interest in the Property and shall extend to, inure to the benefit of, and bind, as the circumstances may require, the heirs, executors, administrators, successors and assigns of such parties.

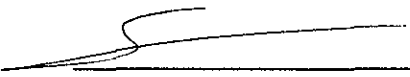
9. Attorney Fees. Should any person violate or attempt to violate any of the provisions of this agreement, each Lot Owner and the Declarant shall have full power and authority to prosecute any proceedings at law or in equity against the person or persons who violate any of the said terms of this agreement, either to prevent the doing of such or to recover damages sustained by reason of such violations. Failure by any party to enforce any term herein shall not be deemed a waiver of the right to do so thereafter. Should the Lot Owner or Declarant employ an attorney to enforce any of the terms of this agreement, all costs incurred in such enforcement, including reasonable attorneys' fees, shall be paid by the party who has violated or failed to comply with the terms herein. In the event of any violation or attempted violation of the terms and conditions herein, the Lot Owner or Declarant shall be entitled to all legal and equitable remedies, including without limitation, injunctive relief.

10. Severability. Invalidation of any one of the terms and conditions contained herein by judgment or court order shall in no way affect any of the other provisions, which shall remain in full force and effect.

11. Indemnity. The Declarant and Lot Owners shall protect, indemnify and hold one another harmless from and against any losses, claims, liens, demands and causes of action of every kind, including the amount of any judgment, penalty, interest, court cost or legal fee incurred by them and arising out of their use, maintenance and repair of the Water System.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has executed this Agreement as of the day and year first above written.

DECLARANT:

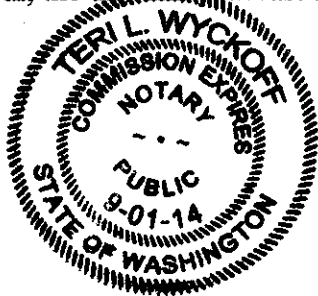

Shawn Van Pelt


Tina Van Pelt

STATE OF WASHINGTON)
) ss.
County of Skamania)

BE IT REMEMBERED that on this 10th day of March, 2011,
before me, the undersigned, a Notary Public in and for said County and State, personally
appeared the within-named **Shawn & Tina Van Pelt**, known to me to be the identical individual
described in and who executed the within instrument and acknowledged to me that he executed
the same freely and voluntarily.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my
official seal, the day and year last above written.



Teri L. Wyckoff
Notary Public in and for the State of Washington
Residing at: Stevens
My Commission Expires: 9-1-2014