

WHEN RECORDED RETURN TO:

Lynda LaVine
8233 Hwy 14
Lyle WA 98635

DOCUMENT TITLE(S):

Amended and Restated Declaration and Agreement of Restrictive Covenants and Assessments
RE: Edgewater Water System Association

Reference #: Book 167 Page 315

DECLARANTS:

Lynda J. Olson-LaVine, Gary C. LaVine, Jerry Dee Waters and Taya M. Gyorkey

LEGAL DESCRIPTION:

Lot 9 and Lot 10, Edgewater Properties, according to the recorded Plat thereof, recorded in Book A of Plats, Page 119, County of Skamania, State of Washington.

TAX PARCEL NUMBER(S):

04-07-23-3-4-0607-00 and
04-07-23-3-4-0606-00

After recording return to:

**AMENDED AND RESTATED DECLARATION AND AGREEMENT
OF RESTRICTIVE COVENANTS AND ASSESSMENTS
RE:
EDGEWATER WATER SYSTEM ASSOCIATION**

This Amended and Restated Declaration and Agreement of Restrictive Covenants and Assessments re: Edgewater Water System Association ("Declaration"), is made effective as of the 28 day of August, 2017, by and among the undersigned persons as owners of the real property parcels listed as follows:

- A. Lynda J. Olson-LaVine and Gary C. LaVine, Lot 1, Edgewater Properties, according to the official Plat thereof recorded in Book A of Plats, Page 119, Records of Skamania County, Washington. TPN 04072334060000
- B. Lynda J. Olson-LaVine and Gary C. LaVine, Lot 2, Edgewater Properties, according to the official Plat thereof recorded in Book A of Plats, Page 119, Records of Skamania County, Washington. TPN 04072334061200
- C. Lynda J. Olson-LaVine and Gary C. LaVine, Lot 3, Edgewater Properties, according to the official Plat thereof recorded in Book A of Plats, Page 119, Records of Skamania County, Washington. TPN 04072334061100
- D. Lynda J. Olson-LaVine and Gary C. LaVine, Lot 4, Edgewater Properties, according to the official Plat thereof recorded in Book A of Plats, Page 119, Records of Skamania County, Washington. TPN 04072334061000
- E. Stephen Vigg, Lot 7, Edgewater Properties, according to the official Plat thereof recorded in Book A of Plats, Page 119, Records of Skamania County, Washington. TPB 04072334060900F.
- F. Carl H Waters & Aryonna B Waters, Lot 8, Edgewater Properties, according to the official Plat thereof recorded in Book A of Plats, Page 119, Records of Skamania County, Washington. TPN 04072334060800G.
- G. Lynda J. Olson-LaVine and Gary C. LaVine, Lot 9, Edgewater Properties, according to the official Plat thereof recorded in Book A of Plats, Page 119, Records of Skamania County, Washington_____] TPN 04072334060700
- H. Lynda J. Olson-LaVine and Gary C. LaVine, Lot 10, Edgewater Properties, according to the official Plat thereof recorded in Book A of Plats, Page 119, Records of Skamania County, Washington_____] TPN 04072334060600
- I. James R. Kean Lot 11, Edgewater Properties, according to the official Plat thereof recorded in Book A of Plats, Page 119, Records of Skamania County, Washington_____]TPN 04072334060500
- J. Shelley Newell and Lester J.C. Newell, Lot 12, Edgewater Properties,

according to the official Plat thereof recorded in Book A of Plats, Page 119, Records of Skamania County, Washington____] TPN 04072334060400

K. Richard S. Thurber and Annette V. Thurber, Lot 13, Edgewater Properties, according to the official Plat thereof recorded in Book A of Plats, Page 119, Records of Skamania County, Washington. TPN 04072334060300

L. James Perry, Lot 14, Edgewater Properties, according to the official Plat thereof recorded in Book A of Plats, Page 119, Records of Skamania County, Washington. TPN 04072334060100

M. Margaret W. Turner, Lot 15, Edgewater Properties, according to the official Plat thereof recorded in Book A of Plats, Page 119, Records of Skamania County, Washington. TPN 04072334060200

Each such person listed above is owner in fee simple of the land described herein and is defined to be an "Owner" for purposes of this Declaration. Each Lot referenced is defined to be a "Lot" for purposes of this Declaration. Each Owner is also a Declarant of this Declaration.

RECITALS

A. The Declarants hereby jointly execute this Declaration with the intent to amend, restate and replace in its entirety that certain "Edgewater Properties Declaration and Agreement of Restrictive Covenants and Assessments Re: Edgewater Water System Association" dated as of approximately July 10, 1997, recorded in Book 167, Page 315, Records of Skamania County, Washington; and

B. The Declarants are each members of an unincorporated association known commonly as the Edgewater Water System Association. The Association owns and operates a water system consisting of an exempt well and related equipment and waterlines ("the System"), all maintained and operated for the sole purpose of providing water for domestic use for each of the Lots described above.

The Declarants hereby amend and restate the 1997 Declaration as follows:

1. Ownership of the Well and Waterworks. The Owners collectively own the well and waterworks of the System. It is agreed that the Owners of Lots 1, 2, 3, 4, 7, 8, 9, 10, 11, 12, 13, 14 and 15 each own an undivided 1/13th interest in the System, each such interest being attached to and running with their respective Lots. . Each Lot Owner has the right to obtain domestic water from the System only for their respective Lots up to a total of 384 gallons per day per Lot. All Owners acknowledge that the System is limited by applicable law to a total of 13 hook-ups with an aggregate daily use of no more than of 5000 gallons of water per day. Each Lot shall have their own water meter and each

owner shall be responsible for the cost of installing and maintenance of their own water meter.

2. Cost of Water System Maintenance. Each of the Owners of a Lot with a dwelling thereon and an installed water meter connected to the System is obligated to share equally in the costs incurred for the maintenance, replacement and operational cost of the System together with all of the other Owners of a Lot with a dwelling and an installed water meter connected to the System. The expense of water quality sampling as required by the State of Washington and Skamania County shall be an operational cost. When a vacant Lot is improved with a dwelling thereon and a water meter connected to the System the Owner of that Lot shall then be obligated to share equally with the other Owners in the costs of the System. Every Lot hooked up to the System shall have its own water meter and each Owner shall be responsible for the cost of installing and maintaining their own water meter in good working order. No Lot at any time shall use more than "384 gallons" of water per day. When a Lot is hooked up to the main water line, that Owner of that lot shall be required to pay to the Association a one-time hook up fee of \$1000.

3. Restriction on Furnishing Water to Users outside Edgewater Association Owner Lots. No Owner may permit or allow water from his/her share or connection to supply water to any other properties or homes outside of the Edgewater Association lots 1,2,3,4,7,8,9,10,11,12,13,14 and 15.

4. Water System Easements. The System well is located on the "Well Parcel", WELL PARCEL AS PER BOUNDARY LINE ADJUSTMENT DATED JANUARY 29TH 1999, BOOK 1 of BLA PAGE 5, COUNTY OF SKAMANIA, STATE OF WASHINGTON. Each Owner hereby grants to all other Owners a perpetual, non-exclusive easement for the System equipment and water lines outside the Well Parcel for (i) all equipment and lines in their existing locations on any Owner's Lot, and (ii) the 100 foot sanitary radius around the well location as required by Washington state law.

5. Maintenance, Repairs and Prohibited Practices. No Owner shall construct, maintain or suffer to construct or maintain upon a Lot and within 100 feet of the well herein described, so long as the same is operated to furnish water for public consumption, any of the following: septic tanks and drain fields, sewer lines, underground storage tanks, county or state roads, railroad tracks, vehicles, barns, feeding stations, grazing animals, enclosures for maintaining fowl or animal manure, liquid or dry chemical storage, herbicides, insecticides, hazardous waste or garbage of any kind. The parties will not cross connect any portion or segment of the water system with any other water source without prior written approval of the Skamania County Health Department and or other appropriate governmental agency.

All System pipelines 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 Officer. Cost of repairing or maintaining common distribution pipelines shall be born equally by all parties as provided herein. Each Owner shall be responsible for the maintenance, repair, and replacement of pipe supplying water from the common water distribution piping to their own particular dwelling and property. Water pipelines shall not be installed within 10 feet of a septic tank or within 10 feet of sewage disposal drain field lines.

6. Assessments, Billing and Banking. Each Owner that is obligated to share in the costs of the System under Paragraph 2, above, shall be entitled to vote to elect board members, final approve the board presented annual budget, maintenance, replacement and operational costs of the System. The Board of the Association shall propose an annual budget for maintenance, replacement and operational costs of the System on or before the 1st of November of each year prior to the fiscal year of the applicable budget. The proposed budget shall contain reasonable detail of each maintenance, replacement and operational cost proposed for the next fiscal year. The Secretary of the Association shall send the proposed budget to each obligated Owner and shall either schedule a meeting of such Owners for discussion and approval, with at least 14 days' advance notice, or shall send each Owner a written form for approval or disapproval of the budget to be entered into the record of the Association. Approval of an annual budget shall be required to be made by a majority of Lot Owners eligible to vote on it. If there are multiple Owners of a Lot only one vote may be cast per Lot. A "fiscal year" shall be the calendar year unless otherwise changed by the Owners.

Assessments for Owners that are obligated to share in the annual costs of the System shall be paid annually. The annual assessment of each such Owner shall be divided by the number of Owners that are obligated to share in the costs of the System as set forth in Paragraph 2. In the event that a new Lot is connected to the System during the course of a fiscal year, the approved annual budget shall be divided by the new total number of Owners so obligated and each Owner's annual assessment shall be revised for the remainder of the year. Annual assessments shall be payable by the 15th of January but not later than March 15th for the applicable fiscal year.

The Treasurer of the Association shall be responsible for informing Owners of their assessments, collecting assessments, and maintaining an Association Operational bank account for deposit of assessments. The Treasurer shall establish and maintain a reserve account at a mutually agreed upon banking institution, currently RIVERVIEW BANK in Stevenson, Washington. Each Owner shall be entitled to receive a copy of an annual statement from said banking institution regarding the status of the Reserve Account and Operational Account. The monetary funds in the reserve shall be utilized for the sole purpose of submitting water samples for quality analysis and maintaining, repairing or replacing the Well and Common Waterworks Equipment or Appurtenance thereto.

7. Water System Purveyor. The "Purveyor" of the water system will be as voted on by the owners association. The purveyor shall be responsible for arranging

submission of all necessary water samples as required in the Washington Administrative Code and Skamania County Rules and Regulations and handling emergencies such as system shutdown and repair. The purveyor shall provide his/her name, address and telephone number to the Health Officer and shall serve as a contact person to the Health Officer. The purveyor shall organize and maintain the water system records and notify the Health Officer and all parties, service connections and lots that are included in this agreement, of the water quality tests that are required by WAC 246-291 and Skamania County Rules and Regulations. Water system records shall be available for review and inspection by all parties in this agreement and the Health Officer.

8. Provisions for Continuation of Water Service. The parties agree to maintain a continuous flow of water from the well and water system, herein described in accordance with public water supply requirements of the State Of Washington and Skamania County. In the event that the quality or quantity of water from the well becomes unsatisfactory as determined by the Health Officer, the parties shall develop a new source of water. Prior to development of, or connection to a new source of water, the parties shall obtain written approval from the Health Officer. IF THERE IS NOT AMPLE FUNDS IN THE RESERVE ACCOUNT, "THEN" Each connected lot and /or party shall share as "Previously described" in the cost of developing the new source of water and installing the necessary equipment associated with the new source.

9. Miscellaneous.

a) Binding on heirs, successors and assigns. The terms of this Declaration se covenants and agreements shall run with the land and shall be binding on all Owners of a Lot .

b) Enforcement. THE PARTIES HEREIN AGREE TO ESTABLISH THE RIGHT TO MAKE REASONABLE REGULATIONS FOR THE OPERATION OF THE SYSTEM. SUCH AS THE TERMINATION OF SERVICE IF BILLS ARE NOT PAID WITHIN SIXTY DAYS OF THE DUE DATE, ADDITIONAL CHARGES FOR DISCONNECTION, RECONNECTION, ETC. PARTIES NOT CONFORMING WITH THE PROVISIONS OF THIS AGREEMENT SHALL BE SUBJECT TO INTEREST CHARGE OF 5 PER ANNUM TOGETHER WITH ALL COLLECTION FEES.

IN WITNESS WHEREOF, the undersigned being the Declarants herein, have executed this Amended and Restated Declaration and Agreement of Restrictive Covenants and Assessments re: Edgewater Water System Association this 27th day of, August 2017.

Lynda J. Olson-LaVine

Lynda J. Olson-LaVine

Gary C. LaVine

Gary C. LaVine

STATE OF Oregon)

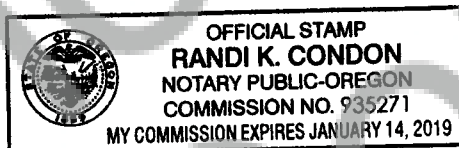
County of Wasco)

) ss.

This instrument was acknowledged before me on this 28th day of August, 2017, by Lynda J. Olson-LaVine and Gary C. LaVine, to me known to be the persons described herein and who executed the foregoing instrument and acknowledged that they signed the same as their own free and voluntary act and deed, for the uses and purposes therein mentioned.

Date: 8/28/17

Randi K. Condon
NOTARY PUBLIC for the State of Oregon
My Commission Expires: January 14, 2019



Lot 10 Edgewater Properties

Jerry Dee Waters

Jerry Dee Waters

State Of California

) ss.

County Of Butte

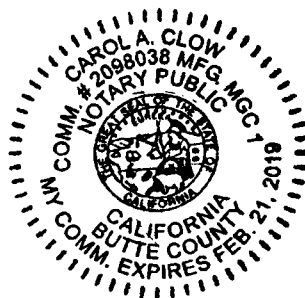
This instrument was acknowledged before me on this 31 day of August 2017 by Jerry Dee Waters to me known to be the individual described herein and who executed the foregoing instrument and acknowledged that he signed the same as his free and voluntary act and deed, for the uses and purposes therein mentioned.

Date 8.31.2017

[Signature]

NOTARY PUBLIC for the State of CA

My Commission Expires: 2.21.2019



CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**CIVIL CODE § 1189**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

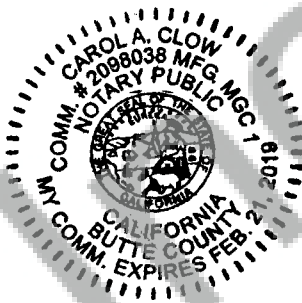
State of California)

County of Butte)On August 31, 2017 before me, CAROL A. CLOW, Notary Public,
Date Here Insert Name and Title of the Officerpersonally appeared Jerry Dee WATERS
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature [Signature]
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document Amend & RestrictTitle or Type of Document: Dedication & Agreement Document Date: 8-31-2017Number of Pages: 6 Signer(s) Other Than Named Above: _____**Capacity(ies) Claimed by Signer(s)**

Signer's Name: _____

- ☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____

Signer Is Representing: _____

Signer's Name: _____

- ☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____

Signer Is Representing: _____

Lot 9 Edgewater Properties

Taya Marcell Gyorkey

Taya Marcell Gyorkey

State Of California)

} ss.

County Of Butte)

This instrument was acknowledged before me on this 7 day of Sept 2017
by Taya Marcell Gyorkey to me known to be the individual described herein and who
executed
the foregoing instrument and acknowledged that he signed the same as his free and
voluntary act and deed, for the uses and purposes therein mentioned.

Date 9-7-2017

[Signature]

NOTART PUBLIC for the State of CA

My Commission Expires: 2-21-2019

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**CIVIL CODE § 1189**

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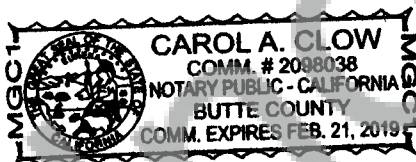
State of California)

County of Butte)On 9-7-17 before me, CAROL A. CLOW, Notary Public
Date Here Insert Name and Title of the Officerpersonally appeared TAYA M GYORLEY
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature _____

Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____ Document Date: _____

Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

☐ Corporate Officer — Title(s): _____☐ Partner — ☐ Limited ☐ General☐ Individual ☐ Attorney in Fact☐ Trustee ☐ Guardian or Conservator☐ Other: _____

Signer Is Representing: _____

Signer's Name: _____

☐ Corporate Officer — Title(s): _____☐ Partner — ☐ Limited ☐ General☐ Individual ☐ Attorney in Fact☐ Trustee ☐ Guardian or Conservator☐ Other: _____

Signer Is Representing: _____