

WHEN RECORDED, RETURN TO:
Roosevelt Lake Ranch Water System
c/o Tina Craig, President
39300 Canyon View Pl. N.
Lincoln, WA 99147

Auditor File #: 2014 0466690

A/AGR

Recorded at the request of:

TINA CRAIG, PRESIDENT

on 04/14/2014 at 10:41

Total of 112 page(s) Fee: \$ 183.00

LINCOLN COUNTY, WASHINGTON

SHELLY JOHNSTON, AUDITOR

Recorded as is, at the request of and
as presented by, Tina Craig,
President RLRWS

Grantor: Roosevelt Lake Ranch Water System
Grantee: Roosevelt Lake Ranch Water System Members
Full Legal Descr.: See Exhibit "A" attached hereto
Abbreviated Legal:
Tax Parcel Nos.:

**FIRST AMENDMENT TO
AGREEMENT AND EASEMENT FOR WATER SYSTEM**

WHEREAS, on November 6, 1985, an Agreement and Easement for Water System ("Agreement"), covering real property described on Exhibit "A" and Exhibit "B" attached hereto, was recorded with the Lincoln County Auditor under Auditor's File No. 373619; and

WHEREAS, pursuant to Article VII, Paragraph 3 of the Agreement, in excess of seventy-five percent (75%) of the members having signed an instrument approving of this First Amendment as shown by the signed consents and approvals included herein;

NOW, THEREFORE, the Agreement is hereby amended in the following particulars:

1. The references to Exhibit A and Exhibit B set forth on page 1 of the Agreement, as intended under the Agreement, are attached hereto as Exhibit "A" and "B" and incorporated herein by this reference.

2. Article I, paragraph 4 is hereby amended to read as follows:

4. "Lot" shall mean and refer to any parcel of land in Exhibit "A", any parcel of land in Exhibit "B" the owner of which has elected to become a member, and any Annexation Lots. A parcel shall be either a lot delineated on the face of any recorded plat or a lot or

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parcel created by a subdivision of land reflected by a separate and distinct tax parcel number, for single family residential or recreational or farming purposes, including the keeping, breeding, and raising of cattle, sheep and/or horses. "Lot" shall not include a dude ranch, riding academy or similar adventure.

3. Article I, paragraph 6, is hereby amended to read as follows:

6. "Annexation Lots" shall mean those Lots whereby service of the water system is expanded upon approval by the Board of Directors of the Corporation and only after said Board of Directors has received reasonable evidence that the Water System has sufficient flow for such extension. The owner of the Additional Property shall have the absolute and continuing right to add the Additional Property to the Water System so long as the System has reasonably sufficient flow. Notwithstanding the above, no Annexation Lot owner shall be added as a member unless and until payment has first been made to the Secretary/Treasurer of the Corporation for initiation fees as may be reasonably determined and fixed by the Board of Directors, if any.

4. Article I, paragraph 7, is hereby amended to read as follows:

"Residential Use" shall mean water use for single-family usage on a Lot, including the keeping, breeding and raising of cattle, sheep and horses, but shall not extend to extensive water use for an orchard exceeding twenty (20) trees, community or private swimming or other pools or ponds, farming of crops over three acres in the aggregate for any one lot, or other non-single family uses unless approved in writing by the Board of Directors of the Corporation, which approval may be arbitrarily withheld.

5. Article II, paragraph 2, is amended to read as follows:

2. Voting Rights. Each Member shall be entitled to one vote for each Lot said Member owns. In case a membership is held by a marital community, either the husband or wife may vote, but both shall not be entitled to vote. In no event shall more than one vote be cast with respect to any Lot.

6. Article III, paragraph 1, is, in part, amended as follows:

The third full paragraph is amended to read as follows:

An approved water meter and double check valve must be installed at the Lot Owners' expense, immediately adjacent to the valve provided at the Water System hookup point.

7. Article III, paragraph 2 is amended to read as follows:

2. Additional Hook-Ups/Subdivision. No Roosevelt Lake Ranch Division I platted Lot shall be subdivided for a period of three (3) years after the actual sale of the Lot by Declarant. Lot Owners or Subdivided Lot Owners shall have no right to rely that the Lots are divisible or that subdivided lots have any right to become members of the Corporation. Additional Hook-Ups may only be made to subdivided Lots the same as any of the Annexation Lots. All costs for installation of water lines, shut-off valves, etc., shall be at Member's expense. All such construction and installation shall be made under the direction of the Corporation with all plans and contractors subject to approval by the Board of Directors.

8. Article IV, Easement, is hereby amended to read as follows:

IV. EASEMENT

Each Lot is subject to an Easement in favor of the Corporation which is appurtenant to and for the benefit and burden of the Lots of the Property, their successors and assigns, or their heirs, for inspection, installation, maintenance and operation of water lines (to be in a reasonable location), over, under and through each respective Lot of the Property in a width not to exceed ten (10) feet, plus a reasonable space for pumps and booster pumps as reasonably necessary, all as determined by the Corporation. In addition, there shall be easements over Lot 6A of Roosevelt Lake Ranch Division 1A, in a minimum radius of one hundred (100) feet from the location of the present wells, for the purpose of the usage, inspection, servicing, maintenance and repair of the water well, pumps and water lines located in or to be located on the Property. The Corporation shall have the right but not the obligation to install pumps and water lines along the entire width and length of the roads of the Property in addition to any pumps and lines on individual Lots as it deems desirable. It is acknowledged that several Lots on the Property are already serviced by water lines and that the Corporation shall have an easement to maintain and repair such lines, pumps, or other apparatus in addition to all other easements contained herein.

The parties hereunder agree that they, their heirs, successors and interests and assigns, will not construct, maintain or suffer to be constructed or maintained within the distance required by Lincoln

County or other applicable regulatory or governmental body, of the water wells, so long as the same are operated to furnish water for public consumption, any of the following: cesspools, sewers, privies, septic tanks, drain fields, manure piles, garbage of any kind or description, barns, chicken houses, rabbit hutches, pig pens, or other enclosures or structures for the keeping or maintenance of fowl or animals or storage of liquid or dry chemicals, herbicides or insecticides. Notwithstanding the above, none of the above may be constructed, maintained, or suffered to be continued or maintained on Lot 6A of Roosevelt Lake Ranch Division 1A, which is the location of the water wells.

9. Article V, paragraph 2, is modified to read as follows:

2. Purpose of Assessments. The assessments levied by the Corporation shall be used exclusively to improve, insure, operate, repair, maintain and replace the Water System and to accrue funds to be available for assessment shortages and for uses consistent with the purpose of assessments.

10. Article V, paragraph 3, is hereby amended to read as follows:

3. Special Assessments for Capital Improvements. In addition to the assessments authorized above, the Corporation may levy, in any assessment year or over several assessment years, as is fiscally prudent and beneficial to the members, a special assessment or assessments, only for the purpose of defraying, in whole or in part, the unfunded cost of any construction, reconstruction, repair or replacement of a capital improvement for the Water System.

11. Article V, Paragraph 5, is amended to read as follows:

5. Effective Non-Payment of Assessments: Remedies of the Corporation.

Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of twelve percent (12%) per annum or the highest rate permitted by law, whichever is less. The Corporation may bring an action at law against the Owner personally obligated to pay the same, and/or foreclose the lien against the property, either in the manner provided for foreclosures of mortgages or for non-judicial foreclosures of deeds of trust. Such non-judicial foreclosure shall be conducted in accordance with the provisions of the Washington Code applicable to the exercise of powers and sale permitted by law; as though the Corporation were a beneficiary designated under a deed of trust executed on Deed of Trust Form LPB No. 22, as in effect as of the

date of recording this First Amendment. The Board of Directors does hereby authorize to appoint its attorney, any officer or director of the Corporation, or any title company authorized to do business in Washington State as trustee for the purpose of conducting such sale or foreclosure. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Water System or abandonment of Owners' Lot. If any member shall be delinquent more than three (3) months in the payment of any dues or assessments, the Corporation may either or both (1) cut off water service and refuse to render service until said assessments have been paid, and (2) terminate said Owners' voting rights as Member until said assessments have been paid.

12. All other terms of the Agreement shall remain in full force and effect, except as modified or added to by this First Amendment.

DATED this 14 day of April, 2014.

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