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When recorded return to:

Craig Sjostrom
1204 Cleveland Ave.
Mount Vernon, Washington 98273

**DECLARATION RE: BUZZIE LANE WATER SYSTEM
NOTICE TO FUTURE PROPERTY OWNERS**

Grantor: David M. Murray & Debra L. Murray

Grantee: The Public

Legal Description: Short CrD # PL 14-0089, (ptn NE ¼ 28-36-4EWM & SE ¼ 21-36-4EWM)

Assessor's Property Tax Parcel or Account Nos.: P44768, P50165

Reference Nos of Documents Assigned or Released: _____

THIS DECLARATION RE: BUZZIE LANE WATER SYSTEM (hereafter "the Declaration") is made and entered into as of JUNE 2ND, 2014 by David M. Murray and Debra L. Murray, husband and wife, (hereafter referred to as "Declarants").

Recitals

- a. Declarants are the developers and owners of all real property located within a portion of the NE ¼ of Section 28, and the SE ¼ of Section 21, in Township 36 North, Range 4 East, W.M., under Short CRD No PL 14-0089 filed as AF# 201406260053 styled as BUZZIE LANE (the aggregate of all of the above is hereinafter referred to as the "Property" or "Buzzie Lane", and individual tracts shall be hereinafter referred to as "Lots").

- b Declarants deem it desirable to impose certain requirements and conditions governing the Group B water system that serves the Property. Declarants will convey title to all of the Lots in the Property subject to this Declaration as set forth below.

Declaration

NOW, THEREFORE, Declarants hereby declare that all of the Property described above shall be held, sold and conveyed subject to the following stipulations concerning the water system, which are for the purpose of compliance with the applicable State and local laws and regulations, and also for the protection of the value and desirability of the Property.

This Declaration shall be appurtenant to and run with the Property and be binding on all parties having any right, title, or interest in the same or any part thereof, and their heirs, successors and assigns in perpetuity, and shall inure to the benefit of each Owner of any portion of the Property.

1. OWNERSHIP OF THE WELL AND WATERWORKS

Each owner of a Lot shall be and is hereby granted an undivided equal interest in and to the use of the well and water system, as constructed or to be constructed. Each Lot shall be entitled to receive a supply of water for one residential dwelling and shall be furnished a reasonable supply of potable and healthful water for domestic purposes, provided that if a given parcel in the Buzzie Lane subdivision is granted a permit for an accessory dwelling unit, then that parcel shall be entitled to water for both dwellings.

2. COST OF WATER SYSTEM CONSTRUCTION

The Buzzie Lane Homeowners Association shall pay the costs incurred in connection with well site approval, well construction, design of the water system for approval by the Health Officer, and construction and /or installation of the waterworks equipment, the pump house and water distribution pipes, and initial well water quality tests., with the lot owners to reimburse the Association in accordance with the Association CCR's and other governing documents, as amended.

3. WATER SYSTEM DESIGN

This water system is designed to provide for 9 services. The design of the system is based on a total daily volume of up to 5,000 gallons. Additional planning and/or design approvals must be obtained from the Departments of Ecology and Health prior to expanding beyond this number of services, increases in water use, or whenever there are changes made to

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the system, such as adding a water treatment system.

4. COST OF MAINTENANCE OF WATER SYSTEM

The maintenance, repair, and other operational costs of the well and water system herein described shall be equally shared based on the number of connections to the system; in other words, undeveloped Lots not connected to the system shall have no obligation to share in the costs, and Lots having more than one connection shall pay based on the number of connections that Lot may have. Payment of the amounts due shall be an obligation due to the Buzzie Lane Homeowners Association, and enforced by the provisions of the Association's CCR's and other governing documents, as amended. The expense of water quality sampling as required by the State of Washington and Skagit County shall be shared accordingly. The Buzzie Lane Homeowners Association shall establish and maintain a reserve account at a mutually agreed upon banking institution. Each Lot shall be entitled to receive an annual statement from said banking institution regarding the status of the reserve account. The monetary funds in the reserve account 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.

5. EASEMENT OF WELL SITE AND WATER LINES

Easements are not required, as the well, the pump house and the access road to them are on the property of the development. The 100' sanitary radius is completely within the property boundary. See the site plan, incorporated herein by reference.

6. 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 applicable Health Officer. Each Lot shall be responsible for the maintenance, repair, and replacement of the pipe(s) supplying water from the common water distribution piping to the Lot in question. Water pipelines shall not be installed within 10 feet of a septic tank or within 10 feet of sewage disposal drainfield lines, provided that if water pipes must be installed within 10 feet of a septic tank or drainfield, said design must be done by a registered engineer.

7. PROHIBITED PRACTICES

No Lot owner, and their respective heirs, successors and /or assigns, shall construct, maintain or suffer to be constructed, located, or maintained upon the said land and within 100

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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 drainfields, sewer lines, underground storage tanks, county or state roads, railroad tracks, vehicles, structures, 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. There shall further be no cross connections of any portion or segment of the water system with any other water source without prior written approval of the State or Skagit County Department of Public Health and/or other appropriate governmental agency.

8. WATER SYSTEM PURVEYOR

A designate or "Purveyor" of the water system shall be established. A purveyor may change, but there must always be a purveyor as long as the system is in service. The purveyor shall be responsible for arranging submission of all necessary water samples as required in the Washington Administrative Code, and Skagit 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 Skagit County Rules and Regulations. Water system records shall be available for review and inspection by all parties in this agreement and the Health Officer.

9. PROVISIONS FOR CONTINUATION OF WATER SERVICE

There shall be maintained 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 Skagit 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. The costs of developing the new source of water and installing the necessary equipment associated with the new source shall be borne by the Buzzie Lane Homeowners Association, or its successor(s).

10. FUTURE MANAGEMENT

Approval of this public water system by the health jurisdiction has been conditioned by future management or ownership by a state approved Satellite Management Agency. Health jurisdictions may enforce this provision if the system is not able to meet financial viability or other operating requirements. Water & Wastewater Services is this system's satellite management agency.

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11. RESTRICTION ON FURNISHING WATER TO ADDITIONAL PARTIES

No water from the well and water system herein above described shall be furnished to any other persons, properties or dwelling without the prior consent of the Buzzie Lane Homeowners Association and prior written approval from the Skagit County Department of Public Health.

12. RESTRICTION ON WATER USE

State water right laws prohibit the well source for this system from using more than 5,000 gallons of water on any day. Also, the total amount of property which can be irrigated by the system cannot exceed $\frac{1}{2}$ acre. In order to remain in compliance, any Lot is prohibited from using more than 555 gallons of water on any given day.

13. ENFORCEMENT OF AGREEMENT ON NON-CONFORMING PARTIES AND PROPERTIES

It is acknowledged that certain Covenants, Conditions & Restrictions ("CCR's") have been imposed on the Property, under instrument recorded under Skagit County Auditor's File No. _____, or as the same may be amended from time to time. The most current provisions thereof concerning enforcement and the obligation to pay assessments and other charges, as set forth therein and specifically in (but not limited to) Article 2.10 (or analogous provisions of any relevant amended CCR's), shall be incorporated herein and shall serve as the mechanism for enforcement of this Declaration.

14. DEFINITIONS

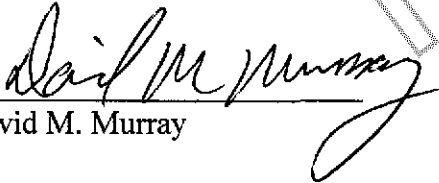
- a. "Owner", or "Lot Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot, but excluding those having such interest merely as security for the performance of an obligation. Purchasers and their assignees under recorded real estate contracts shall be deemed Owners as against their respective sellers or assigns. An Owner shall include any person who holds record title to a Lot in joint or common ownership with any other person or holds an undivided fee interest in any Lot. Owners owning multiple Lots shall have one vote for each Lot, regardless of the number of co-owners of each Lot.
- b. "Health Officer" shall mean and refer to the health officer of the city, county, city-county health department or district, or an authorized representative. See WAC 246-291-010

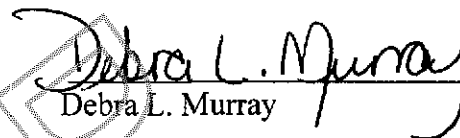


15. MISCELLANEOUS PROVISIONS

- a. Severability. Any determination by any Court of competent jurisdiction that any provision of this Declaration is invalid or unenforceable shall not affect the validity or enforcement of any of the other provisions hereof.
- b. Gender and Number. Whenever the context of this Declaration so requires, words used in the masculine gender shall include the feminine and neuter genders; words used in the neuter gender shall include the masculine and feminine gender; words in the singular shall include the plural; and words in the plural shall include the singular.
- c. Captions and Titles. All captions, titles or headings in this Declaration are for purpose of reference and convenience only and are not to be deemed to limit, modify or otherwise affect any of the provisions hereof or to be used in determining the intent or context thereof.

IN WITNESS WHEREOF, the Declarants have affixed their signatures.

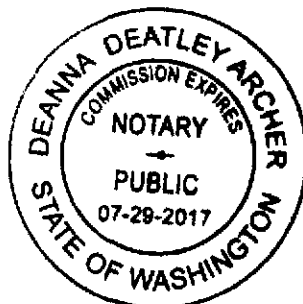

David M. Murray



Debra L. Murray

STATE OF WASHINGTON)
 :SS
COUNTY OF SKAGIT)

On this day personally appeared before me David M. Murray, to me known to be one of the individuals described in and who executed the within and foregoing instrument, and acknowledged that he signed the same as his free and voluntary act and deed for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 2nd day of June, 2014.




NOTARY PUBLIC in and for the State of
Washington, residing at Mount Vernon.
My commission expires: 7/29/2017
Name: Deanna DeAtley Archer

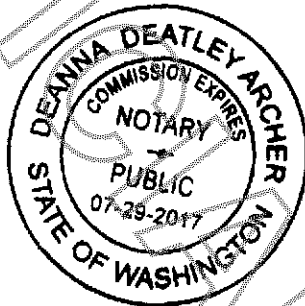
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STATE OF WASHINGTON)
 :SS
COUNTY OF SKAGIT)

On this day personally appeared before me Debra L. Murray, to me known to be one of the individuals described in and who executed the within and foregoing instrument, and acknowledged that she signed the same as her free and voluntary act and deed for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 2nd day of June, 2014.



Deanna DeAtley Archer
NOTARY PUBLIC in and for the State of
Washington, residing at Mount Vernon.
My commission expires: 7/29/2014
Name: Deanna DeAtley Archer

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