



C. WHEREAS, the purpose of this Declaration is to establish an irrigation water distribution plan on the property so that upon creation of the lots identified on Exhibit A it is clear how irrigation water from the KRD will be distributed and the terms and conditions of the use of the KRD irrigation water are established;

NOW, THEREFORE,

Landowner declares that all of the Property shall be held, sold and conveyed subject to the following restrictions, covenants, conditions, reservations, charges and liens. These restrictions, covenants, conditions, reservations, charges, and liens shall run with the Property and shall be binding upon all persons or entities now having or hereafter acquiring any right, title, or interest in and to the Property, or any part thereof, and shall be binding upon their respective heirs, successors, and assigns, and shall inure to the benefit of each individual and/or entity having or hereafter acquiring any right, title, or interest in and to the Property, or any part thereof, and their heirs, successors, and assigns.

## I. DEFINITIONS

1.1 The words “Property” and “Development”, shall mean and refer to all the real property legally described in Recital A.

1.2 The word(s) “Lot(s)” shall mean a defined lot as set forth on Exhibit A.

1.3 The word “Lot Owner” shall mean any person or entity that holds fee title or a vendee’s interest under a real estate contract of any Lot. The word “Lot Owner” shall also be construed to include any person or entity who has, or claims to have, a legal or equitable interest in a Lot, including lien and easement holders and tenants or other persons with a possessory right to occupy a lot, including but not limited to tenants, individuals and/or entities not holding fee title or a vendee’s interest under a real estate contract, or any subtenants.

1.4 The phrase “KRD” shall mean the Kittitas Reclamation District and its successors and assigns.

## II. PROPERTY SUBJECT TO DECLARATION

2.1 The easements, restrictions, covenants, conditions, reservations charges and liens shall run with the Property legally described in Paragraph 1.1 and shall be binding on all of the Lot Owners, their successors and assigns, these covenants, conditions, reservations and restrictions are intended to burden and benefit the Property legally described in Paragraph 1.1.

## III. IRRIGATION WATER

3.1. KRD Water. Water for irrigation is supplied to the Lots subject to the terms and conditions of an amendatory contract between the United States of America and the Kittitas Reclamation District, dated January 20, 1949, and recorded in Book 82 of Deeds, Page 69, under Kittitas County Auditor’s File No. 208267, as thereafter amended (hereinafter referred to as the “Contract”). KRD water can only be applied to property that is designated as irrigable by the KRD. For the purpose of determining which portions of the Lots are irrigable, the regulations and maps maintained by the KRD shall be determinative.

Not all portions of Lots are irrigable and irrigation water may not be applied to any Property that is not designated as irrigable by the KRD.

3.1.1 Assessed Acres. **[REVISE FOR EACH EXHIBIT A]**

Lot \_\_\_\_ has \_\_\_\_ KRD assessed acres; and  
Lot \_\_\_\_ has \_\_\_\_ KRD assessed acres; and  
Lot \_\_\_\_ has \_\_\_\_ KRD assessed acres; and  
Lot \_\_\_\_ has \_\_\_\_ KRD assessed acres; and  
Lot \_\_\_\_ has \_\_\_\_ KRD assessed acres; and  
Lot \_\_\_\_ has \_\_\_\_ KRD assessed acres.

3.1.2 Each Lot which has the right to receive KRD irrigation water receives the KRD water by a way of [underground pipeline / open ditch]. All Lots shall provide for the separate metering of irrigation water to their respective Lot. Irrigation shall be applied by [sprinkler / drip irrigation system / flood irrigation]. Each Lot and Lot Owner is obligated to pay a KRD assessment, as set by the KRD, directly to the KRD for that water. The amount of water delivered to a Lot is controlled by the Kittitas Reclamation District. **[REVISE FOR EACH SITUATION]**

3.1.3 Regardless of whether or not a Lot Owner uses irrigation water supplied by the KRD, any and all water assessments, charges and liens levied by the KRD against any Lot shall nevertheless be paid in full by the Lot Owner directly to the KRD. All Lot Owners are required to fully comply with all rules, regulations and policies adopted by the Kittitas Reclamation District and the United States Bureau of Reclamation and the Reclamation Reform Act of 1992, as hereafter amended.

3.1.4 KRD is only responsible for delivery of water to the designated turnout for the Lots as depicted on Exhibit A. KRD is not responsible for water delivery loss (seepage, evaporation) or use by others) downstream of the designated turnout or metering point.

3.1.5 Water Master. The KRD requires the designation of a water master. The initial Water Master is \_\_\_\_\_, the Owner of Lot \_\_\_\_\_. In the event \_\_\_\_\_ resigns or is no longer able to perform the duties of Water Master, the Water Master shall be chosen by majority vote of the Lot Owners. The water master shall be responsible for taking water orders from benefited parcels, communicating those water orders to the KRD, distributing the water to the Lots and arranging for necessary maintenance of the irrigation delivery system. The costs incurred by the water master shall be considered maintenance costs and paid pro rata by the Lots. Disputes which must be resolved or decisions which must be made relative to the delivery of KRD water shall be decided by majority vote of the Lots at any meeting called by the water master. Benefited Lot Owners may vote on any matter requiring a vote in person or by written proxy.

3.1.6 Maintenance of Irrigation System. In the event it is necessary to repair, maintain, enlarge, or replace the existing irrigation distribution system described on Exhibit A, the owners of the benefited parcels shall each contribute an amount determined by multiplying the cost of said repair, maintenance, enlargement or replacement, including any and all costs associated with electrical charges, hook up fees, etc. associated with the irrigation system pump, if any, by a fraction, the numerator of which is 1 and the denominator of which is the number of Lots described on Exhibit A; Provided however the costs associated with the repair, replacement, maintenance and operation of the irrigation system on each

lot are the sole responsibility of the respective lot owner. The irrigation system at each lot begins at the riser on each lot installed by Landowner.

#### IV. TERM OF COVENANT

The conditions, covenants and restrictions set forth in this Declaration shall run with and bind the Property for twenty-five (25) years from the date this Declaration is recorded, after which said covenants shall be automatically extended in perpetuity until terminated by any instrument terminating these covenants which has been signed by all of the Lot Owners of record at the time of the termination and by KR D.

#### V. ENFORCEMENT

5.1 If there is a violation of any of the conditions of these covenants, conditions or restrictions as herein set forth or as hereinafter amended, KR D, any Lot Owner or owner of benefited property, joining with other Lot Owners or individually, shall have the right to proceed at law or in equity to collect damages or to compel compliance with the terms and conditions of these covenants, conditions and restrictions or to prevent the violation or anticipated violation or breach of any covenant, conditions, or restriction contained herein. The prevailing party in such litigation shall also be entitled to reasonable attorney fees and costs incurred in such litigation against the non-prevailing party. In the event any suit brought by any Lot Owner or owner of benefited property to enforce the terms and conditions of these covenants, conditions, and restrictions results in a monetary judgment against a Lot Owner, said judgment shall become a lien against that person or entity's Lot in addition to becoming the personal obligation of that Lot Owner. Said lien shall be foreclosed in the manner as provided by Washington State law. In addition to having the lien, the holder of a judgment against any Lot Owner for any monetary damages awarded as a result of a violation of these restrictive covenants, conditions and restrictions shall have the option of proceeding personally against the owner of a Lot or the option of foreclosing the lien in the Lot Owner's property. In the action foreclosing the lien, the same shall include a reasonable sum for attorney fees and all costs and expenses reasonably incurred in preparation for and in prosecution of such action in addition to taxable costs, all as permitted by law. Venue for such proceedings shall be in Kittitas County, Washington. Failure by a Lot Owner to enforce any restriction, condition or covenant of this Declaration shall in no event be deemed a waiver of the right of that Lot Owner or Lot Owners to enforce any restriction, condition, or covenant of this Declaration in the future. If any portion of this Declaration is and/or becomes unenforceable, the remainder of said Declaration shall be unchanged and in full force and effect.

5.2 If any term, covenant or condition of these Covenants or the application thereof to any person or circumstance is, to any extent, invalid or unenforceable, the remainder of these Covenants or the application of such term, covenant or condition to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each term, covenant or condition of these Covenants shall be valid and be enforced to the fullest extent permitted by law.

IN WITNESS WHEREOF, the undersigned being the Landowner herein has hereunto set their hand and seal as of the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

LANDOWNER:

\_\_\_\_\_

STATE OF WASHINGTON                    )  
  )  
County of \_\_\_\_\_                    )        ss.

I certify that I know or have satisfactory evidence that \_\_\_\_\_ and \_\_\_\_\_, are the persons who appeared before me, and said persons acknowledged that they signed this instrument and acknowledged it to be their free and voluntary act for the uses and purposes mentioned in the instrument.

DATED this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Notary Public in and for the State of Washington.  
My appointment expires: \_\_\_\_\_



**EXHIBIT A**

The Water Distribution System consists of:

- A. Describe in detail the future irrigation system, if improvements are required to get water to a given Lot. (If no improvements are required, describe the existing system.)

---

---

---

---

---

---

---

---

---

---

---

- B. It is *strongly* recommended that each Lot be provided a method to measure individual water usage. KRD will only account for water delivered at the KRD head gate, not at each Lot.

Will individual Lot measuring devices be provided? **Yes** \_\_\_ **No** \_\_\_

- C. Attach a map of the water distribution system from KRD's point of delivery (turnout) to each lot.

Map attached? **Yes** \_\_\_ **No** \_\_\_