

KITTITAS COUNTY COMMUNITY DEVELOPMENT SERVICES

411 N. Ruby St., Suite 2, Ellensburg, WA 98926

CDS@CO.KITTITAS.WA.US

Office (509) 962-7506

Fax (509) 962-7682

"Building Partnerships – Building Communities"

June 12, 2012

Douglas Brewer
PO Box 145
Easton, WA 98925

RE: Transmittal of Comments – Brewer Variance (VA-12-02)

Dear Mr. Brewer:

Enclosed are the comments received regarding the Brewer Variance (VA-12-02) during the comment period:

May 25, 2012	WA Dept. Fish & Wildlife – Brent Renfro
May 25, 2012	Brian Johnson
May 26, 2012	Brad & Irene Lougheed
May 29, 2012	Joe Mallory
June 1, 2012	Kittitas Co. Public Works – Christina Wollman
June 6, 2012	Jeff & Jill Davenport & David & Katia Allen
June 6, 2012	Kittitas Co. Public Health – James Rivard

Please review all comments and notify me of any questions. I will be issuing the Conditional Preliminary Approval based on the comments received.

Sincerely,

Dan Valoff
Staff Planner

Dan Valoff

From: James Rivard
Sent: Wednesday, June 06, 2012 4:58 PM
To: Dan Valoff
Cc: Joe Gilbert; Holly Duncan
Subject: RE: Comments re Brewer Variance Application (VA-12-00002)

Hi Dan,

To the best of my knowledge and ability to interpret the attached documents and the documents included within the link, I have to recommend that the variance be denied. It appears that the proposed shop is within the 100 foot sanitary circle. Community water systems such as Group A and B systems typically have a restrictive covenant that does not allow for the construction of structures within the sanitary circle to protect public health and the water supply from potential contaminants.

Perhaps the applicant can provide a scaled drawing showing the proposed shop is not within the 100 foot sanitary circle or move the proposed shop back or to another location on the lot that is outside of the sanitary circle?

Should you have any questions feel free to contact me or staff.

James Rivard

Environmental Health Supervisor
Kittitas County Public Health Department
507 N. Nanum St., Suite 102
Ellensburg, WA 98926
(509) 962-7005

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From: Dan Valoff
Sent: Wednesday, June 06, 2012 1:45 PM
To: James Rivard
Cc: Joe Gilbert
Subject: FW: Comments re Brewer Variance Application (VA-12-00002)

James,

Can you evaluate these comments regarding the community well and the Brewer setback variance request (VA-12-00002)? Will the new structure impact the community well?

T:\CDS\Projects\Variances\VA 2012\VA-12-00002 Brewer

Dan Valoff

From: J Davenport [jdavenports@yahoo.com]
Sent: Wednesday, June 06, 2012 12:39 PM
To: Dan Valoff
Subject: Comments re Brewer Variance Application (VA-12-00002)
Attachments: VA-12-00002 Brewer Prior Survey.pdf; Well Survey.pdf; Water User's Declaration 1.pdf; Water User's Declaration 2.pdf; Maps.pdf; Photos.pdf; Aerial.pdf; CCRs.pdf

We have reviewed the materials submitted by the Brewers (770 Kachess River Road, Easton; Lake Easton Estates Lot 27) requesting a variance of the building setback from the Lot 27/Lot 28 common lot line for the construction of a 50'x28' shop and 60'x28' office above. While evaluating that application, the following should be considered:

1. The narrative incorrectly states the current setback is 10 feet and states that only a 5-foot variance is requested. Given the current setback is actually 15 feet, and assuming the request is to be able to place the foundation edge within 5 feet of the Lot 27/Lot 28 common lot line at the closest location, the request is actually for a 10-foot variance.
2. The site map omits the location of a community-owned well located in the northwest property corner of Lot 27. The well is a currently-used, fully-operational well. The accompanying pump house is located on Lot 28 approximately 10 feet to the west of the well head on Lot 27. The building setback from wells is 100 feet. Likewise, the Water User's Declaration also prohibits structures within 100 feet of a well. Assuming for the purpose of the current application, even if the variance was approved, it does not appear that any additional structure on Lot 27, and particularly one of the size noted, would comply with the setback requirements from the well. In addition to the survey already on file for the application (attached), please refer to the attached well survey, Well User's Declarations, illustrative maps, photographs and aerial photograph. Water is an extremely sensitive topic in Kittitas County, and more particularly with the Washington Department of Ecology. Thus, there is great concern about jeopardizing or complicating our community wells.
3. In further regard of the well, there is also concern that a structure on Lot 27 in the proposed location so close to the well and pump house would result in damage to the well and/or pump house either via access to/from the structure, snow removal to maintain access to the structure or snow dumping from the structure's roof. Our homeowners' association has invested several thousands of dollars in the pump house, and all association homeowners are liable for the cost of maintenance and repairs to the well and pump house.
4. As a result of the proposed structure's location so close to the Lot 27/Lot 28 common lot line, there are similar concerns of damage caused to or improper use of Lot 28 via access to/from the structure (RCW 9A.52.080), snow removal to maintain access to the structure or snow dumping from the proposed structure's roof onto Lot 28.
5. The site map omits reference to roadway locations to the north and east of Lot 27. Consequently, Lot 27 would be subject to a 25-foot setback both on the north and east property lines. Thus, assuming for the purpose of the current application, even if the variance was approved, it does not appear that an additional structure, and particularly one of the size noted, would comply with the setback requirement from roads.
6. The site map omits the location of the septic tank, current drain field and alternate drain field serving Lot 27. It is understood those items are located on the north side of the existing home and are in close proximity to the proposed location for the shop/office. Thus, assuming for the purpose of the current application, even if the variance was approved, it does not appear that an additional structure, and particularly one of the size noted, would comply with the setback requirement from septic systems.
7. The application states that the proposed structure will include an office on the second floor, which is 10 feet longer than the shop below. The application does not specify the purpose of the office and it is well known that Mrs. Brewer runs her own business. Given the office's large size and non-specific purpose, it should be noted that section 4.1 of the Declarations of Covenants, Conditions and Restrictions of Lake Easton Estates dated September 15, 1992 state that: "No Lot shall be used other than for residential purposes" and specifically prohibits commercial activity within the association. Please refer to the attached CCRs.

It is for the above objective reasons, we request the variance application be denied, and further request denial of the building permit in its entirety.

Jeff & Jill Davenport, Lot 18
David & Katya Allen, Lots 19 and 20

8/22

Receiving No. 374525

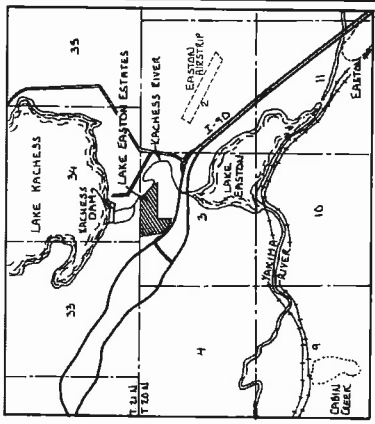


Scale: 1" = 100'

LEGEND

- SET 3/8" REBAR WITH SURVEY CAP
- PROTECTIVE RADIUS - SEE WELL COVENANT, SHEET 5
- ENCASED MONUMENT
- () RECORD DATA
- SET P.K., NAIL & WASHER

NOTE: THIS SUBDIVISION IS SUBJECT TO RESTRICTIVE COVENANTS - SEE SHEET 5.



SURVEYOR'S CERTIFICATE

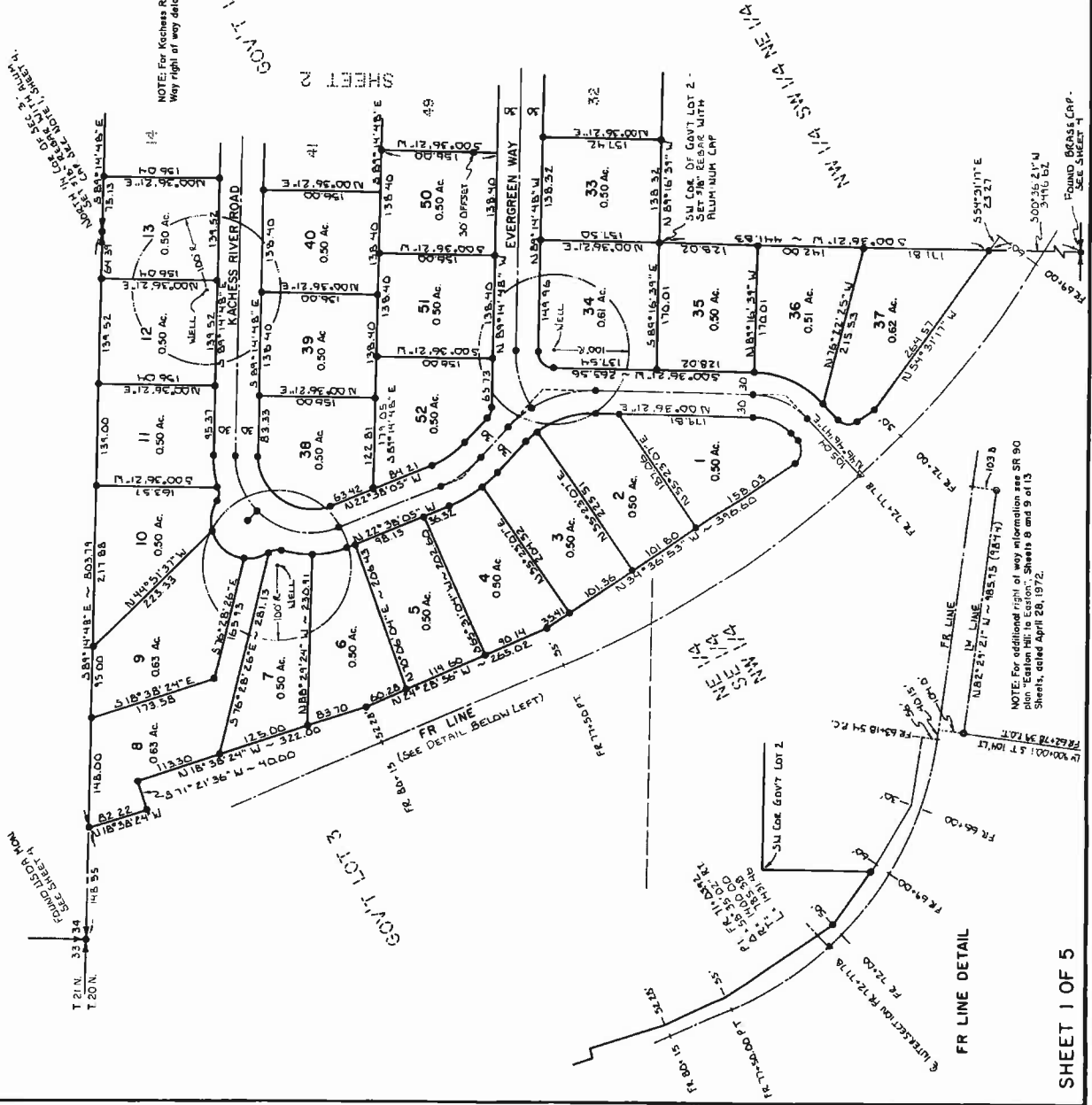
This map correctly represents a survey made by me or under my direction in conformance with the requirements of the Surveying Act of the request of Hodley Hickney in October of 1989.



DAVID P. NELSON
Professional Land Surveyor
License No. 18092
1-8-90
DATE

CRUSE & NELSON
PROFESSIONAL LAND SURVEYORS
217 East Fourth Street
Ellensburg, WA 98926 Ph. (509) 925-4747
Lake Easton Estates

LAKE EASTON ESTATES
Part of Section 3, Township 20 North, Range 13 East, W.M.
Kittitas County, Washington



NOTE: For Kachess River Road and Evergreen Way right of way details, see Sheet 3.

X	X
X	X

NOTE: For additional right of way information see SR 90 plan "Easton Hill to Easton" Sheets 8 and 9 of 13 Sheets, dated April 28, 1972.



Scale: 1" = 100'

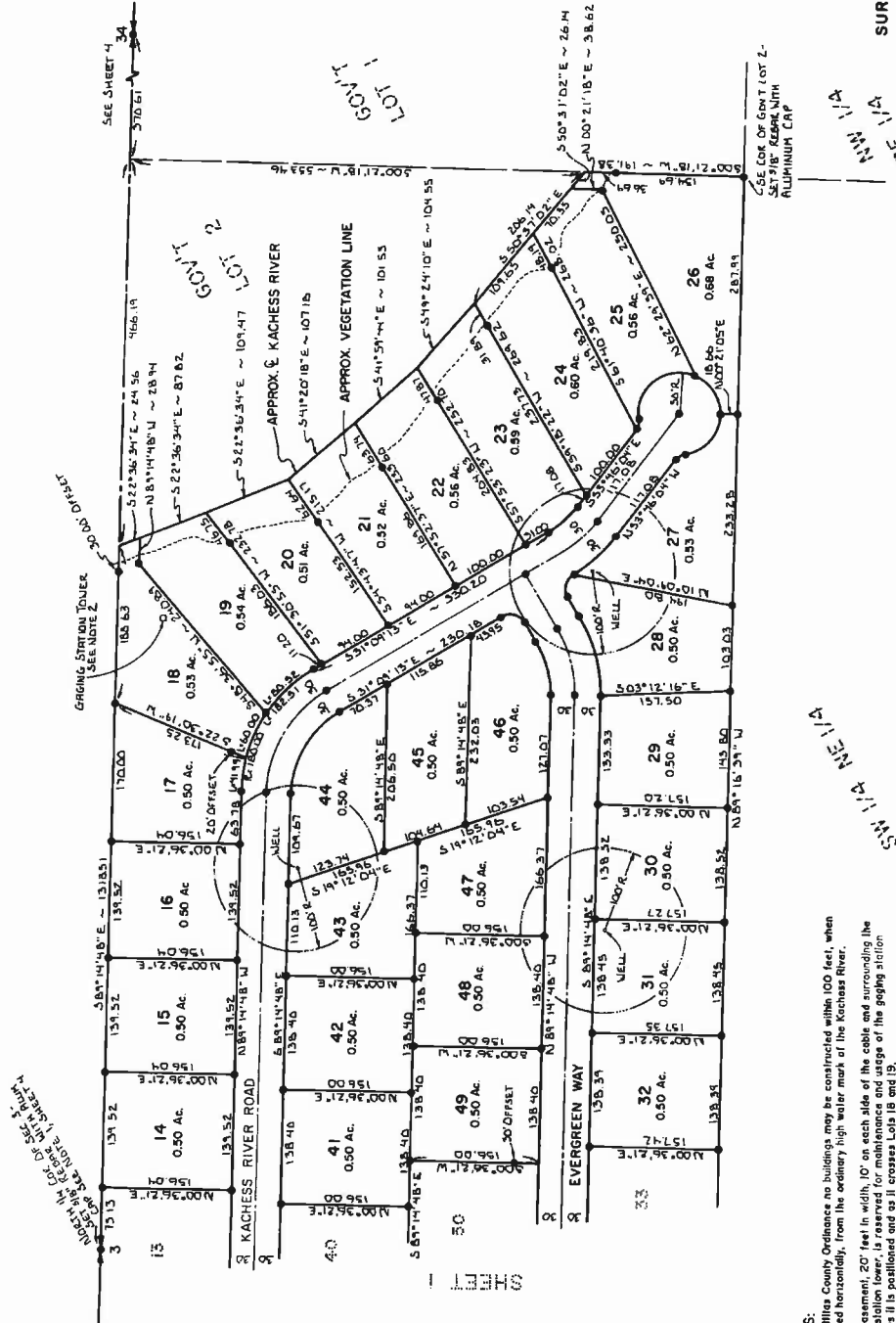
LEGEND

SET 5/8" REBAR WITH SURVEY CAP
PROTECTIVE RADIUS-SEE WELL COVENANT,
SHEET 3

LAKE EASTON ESTATES

Part of Section 3, Township 20 North, Range 13 East, W.M.

Kitittas County, Washington



NOTES:
1. By Kitittas County Ordinance no buildings may be constructed within 100 feet, when measured horizontally, from the ordinary high water mark of the Kachess River.
2. An easement, 20' feet in width, 10' on each side of the cable end surrounding the gaging station tower, is reserved for maintenance and usage of the gaging station tower as it is positioned and as it crosses Lots 18 and 19.

SURVEYOR'S CERTIFICATE

This map correctly represents a survey made by me or under my supervision in conformance with the requirements of the Survey Recording Act in the request of _____, in _____, October, of 1993.

David P. Nelson

DAVID P. NELSON
Professional Land Surveyor
License No. 8092

DATE 1-8-90



CRUSE & NELSON
PROFESSIONAL LAND SURVEYORS
217 East Fourth Street
Ellensburg, WA 98926 Ph. (509) 925-4747

8/27

Receiving No. 526505



Scale: 1" = 50'



LEGEND

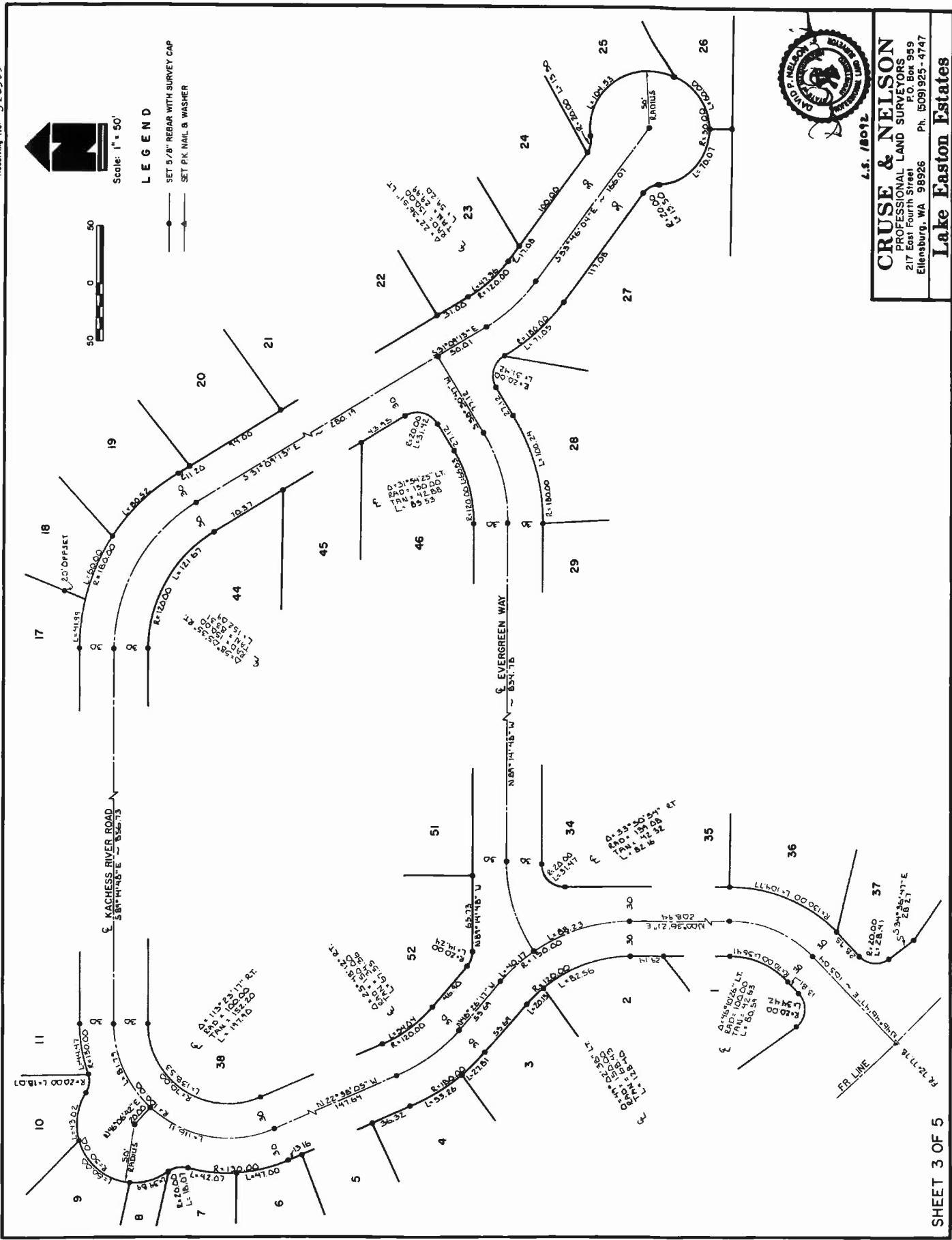
- SET 5/8" REBAR WITH SURVEY CAP
- SET PK. NAIL & WASHER



L.S. /8012

CRUSE & NELSON
 PROFESSIONAL LAND SURVEYORS
 217 East Fourth Street
 Ellensburg, WA 98926 Ph. (509) 925-4747

Lake Easton Estates



LAKE EASTON ESTATES - WELL EASEMENTS
 SEC. 3, T. 20 N., R. 13 E., W.M.

514370



- LEGEND**
- SET PIN & CAP
 - FOUND PIN & CAP
 - FENCE

NOTES:

1. THIS SURVEY WAS PERFORMED USING A FORCE OF ONE-3/4" VIAL STATIONS. THE CONTROLLING CORNER LOCATIONS, STAKED AND CHECKED FROM A CLOSED LOOP TRAVELING IN COUNTERCLOCKWISE DIRECTION.
2. THE BEARING AND DISTANCE OF EACH LINE IS GIVEN IN THE FIELD NOTES.
3. ALL CORNERS ARE TO BE SET AND ALL EASEMENTS TO BE SET AND FOUND BY THE SURVEYOR.
4. THE PURPOSE OF THIS SURVEY IS TO DEFINE THE PROTECTIVE BOUNDARIES FOR EACH WELL WITHIN THE PLAT OF LAKE EASTON ESTATES, AS FILED IN BOOK 8 OF RECORDS OF WASHINGTON, COUNTY OF WASHINGTON. THESE LOCATIONS APPEAR ON THE LOCATIONS ILLUSTRATED ON THE ABOVEMENTIONED PLAT.
5. EASEMENTS ON LOT 7 AND LOT 21 AS SHOWN ON THE ABOVEMENTIONED PLAT HAVE BEEN INDICATED.
6. EASEMENTS A, B, H AND J REMAIN AS PREVIOUSLY SHOWN ON THE SUBJECT PLAT OF RECORD.
7. EASEMENTS K, C, E, F AND G HAVE BEEN ADDED.

ADJACENT OCCUPATIONS

EASEMENT A
 EASEMENT A AS DELINEATED ON THAT CERTAIN SURVEY RECORDED APRIL 4, 1965 IN BOOK 20 OF SURVEYS AT PAGES 242-243, UNDER AUCTOR'S FILE NO. 242424, PORTIONS OF GOVERNMENT LOTS 2 AND 3, SECTION 3, TOWNSHIP 20 NORTH, RANGE 13 EAST, IN THE COUNTY OF WASHINGTON, STATE OF WASHINGTON, AFFECTING LOTS 3, 9, 11 AND 52, LAKE EASTON ESTATES, AS PER PLAT NUMBER 20-24, RECORDS OF SAID COUNTY.

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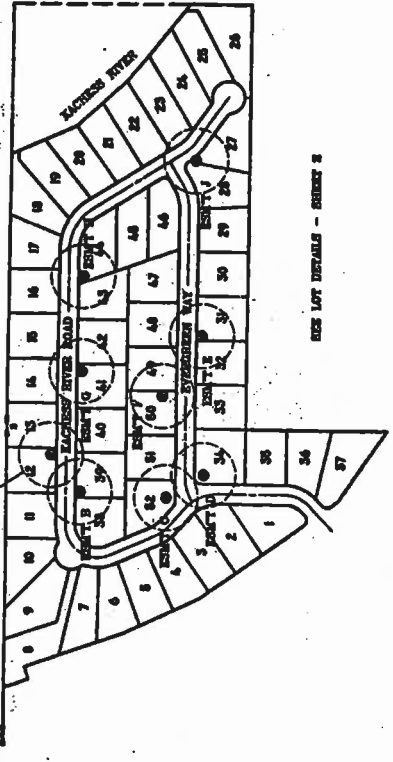
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SEE LOT DETAILS - SHEET 2

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CRUSE & NELSON
 PROFESSIONAL LAND SURVEYORS
 317 East Fourth Street
 Bellingham, WA 98225 (609) 665-9747
 LAKE EASTON ESTATES

DAVID P. NELSON
 Professional Land Surveyor
 License No. 10022
 APRIL 4, 1965
 DATE

ADJACENT CERTIFICATE
 Filed for record this 4th day of April, 1965, at 1:22 P.M., in Book 20 of Surveys at page 242-243, at the request of Cruse & Nelson, Surveyors, Bellingham, WA.
 SHERYL H. ADAMS, ET AL., Surveyors
 WITNESSES: _____

 SURVEYOR'S CERTIFICATE
 This map correctly represents a survey made by me or under my direction in conformity with the requirements of the Surveying Act of the State of Washington, Chapter 20A, RCW, and I report the same as true.
 APRIL 4, 1965

1	2	3
4	5	6
7	8	9

575787

WATER USER'S DECLARATION

KITTITAS COUNTY AUDITOR
FILED IN OFFICE OF:
95 JUN 27 PM 3:26

COMES NOW THE UNDERSIGNED who hereby makes this Declaration with respect to a well and water system.

1. Property Affected. The well, pump house and waterworks is located upon the following described real property:

Lot 41 of Lake Easton Estates, recorded under Kittitas County Auditor's File No. 526505, Volume 8, Page 22 through 26 of Plats, records of Kittitas County, State of Washington.

2. Property Benefited. The following-described property shall be entitled to utilize in common the water from the water system described herein:

Lots 16, 17, 18, 41, 42 and 43 of Lake Easton Estates, recorded under Kittitas County Auditor's File No. 526505, Volume 8, Page 22 through 26 of Plats, records of Kittitas County, State of Washington.

3. Ownership. There is appurtenant to each parcel above described an undivided one-sixth interest in and to the use of the well and water system now constructed or to be constructed. Each parcel above described shall be entitled to receive an equal supply of water for one residential dwelling for domestic purposes.

4. Water System Construction. Each parcel designated above shall share equally in the cost of well site approval, well construction, design of water system for approval of the health officer, and construction and/or installation of all reasonably necessary waterworks equipment, the pump house, water distribution pipes, and initial water quality tests.

Appurtenant to each parcel above described shall be the obligation to participate in the maintenance and operational costs of the well and water system described. The expense of water sampling as required by the State of Washington and Kittitas County shall be shared equally. A reserve account shall be established and maintained at a mutually agreed upon banking institution. Each property owner 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 appurtenances thereto.

5. Easement for Well Site and Pump House. An easement is hereby declared for the purpose of maintaining or repairing the well and appurtenances. Said easement shall also allow the installation of a well house, pumps, water storage reservoir, pressure tanks, and other equipment necessary for the operation of the water system.

6. Water Line Easement. There is hereby established and declared an easement for the use and purpose of conveying water from the well to each of the other parcels hereinabove described. Said easement shall be 10 (ten) feet in width and shall extend from the well site to each of the other parcels hereinabove described in the most reasonable direct route. No permanent improvements shall be constructed upon the water line easements except as needed for the operation of the well and water system. Any subsequent entry onto the well site property for purposes of excavation or to repair any underground water line shall require restoration of any disturbed areas.

7. Maintenance and Repair. 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 materials used in repair shall meet the approval of the health officer. The cost of providing power, chemicals, repairs and replacement of any of

the common physical facilities including common pipeline shall be a fractional amount. The numerator of such fraction shall be the water used by each particular parcel and the denominator of said fraction shall be total amount of water used by all parcels subject to this Declaration. There shall be installed at the central distribution facility a water meter on each separate water line. Periodically, but not less frequently than monthly water meter readings shall be utilized to determine the fractions hereinabove set forth. The costs of maintenance based upon the fractions derived above shall be adjusted on an annual basis on June 30th of each year. Each parcel served by this agreement shall be responsible for the maintenance, repair, and replacement of meter and pipes supplying water from the common water distribution piping to its own particular dwelling and property. Water pipelines shall not be installed within ten (10) feet of a septic tank or within ten (10) feet of sewage disposal drainfield lines.

8. **Prohibited Practices.** No person will construct, maintain, or suffer to be constructed or maintained upon the property above described 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 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. The parties will not cross-connect any portion or segment of the water system with any other water source without proper written approval of the Kittitas County Department of Public Health and/or other appropriate governmental agency.

9. Water System. The water system and water system bank account shall be managed by such of the parties as the parties who own the property hereinabove described mutually agree upon. The system manager shall receive no compensation for system management. The system manager shall have the authority to incur obligations for emergency repairs and routine operations. System improvements and scheduled repairs or emergency repairs incorporating system improvements or upgrading shall be subject to concurrence by a majority of the property owners. The system manager shall provide his or her name, address, and telephone number to the Kittitas County health officer and shall serve as a contact person to the health officer. The system manager shall organize and maintain the water system records and notify the health officers and all parties, service connections, and lots that are included in this declaration of the water quality tests that are required by WAC 241-291, and Kittitas County rules and regulations.

10. **Restrictions on Furnishing Water.** No other property may be served by water from the well and water system without prior consent of all properties subject to this declaration and written approval from the Kittitas County Department of Public Health.

11. **Breach of Agreement, Unpaid Obligations.** Any amounts due the system shall be a lien upon the obligor's respective property, foreclosable in the nature of a real estate mortgage. Any breach or violation of this Agreement may be enjoined, or performance, outstanding obligations or damages recovered from any party by action maintained by both other parties.

Any dispute between the parties shall be resolved by binding arbitration in the manner provided for binding arbitration for Superior Court matters. The prevailing party or parties in arbitration or in litigation shall be entitled to an award of costs of any action in addition to reasonable attorney's fees. The venue of any proceeding or action to enforce the terms of this Agreement shall be in the Superior Court of Kittitas County, Washington.

A defaulting party failing to abide by the terms of this Agreement may have service disconnected upon ten (10) days' written notice mailed to his/her last known address and posted upon the premises in a conspicuous manner.

12. **Heirs, Successors, and Assigns.** These covenants and agreements shall run with the land and shall be binding upon all

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KITTITAS COUNTY AUDITOR
FILED REQUEST OF:
WATER USER'S DECLARATION *Cone-CE*
95 JAN 27 PM 3:26

COMES NOW THE UNDERSIGNED who hereby makes this Declaration with respect to a well and water system.

1. **Property Affected.** The well, pump house and waterworks is located upon the following described real property:

Lot 31 of Lake Easton Estates, recorded under Kittitas County Auditor's File No. 526505, Volume 8, Page 22 through 26 of Plats, records of Kittitas County, State of Washington. pp

2. **Property Benefited.** The following-described property shall be entitled to utilize in common the water from the water system described herein:

Lots 28, 29, 30, 31, 32 and 33 of Lake Easton Estates, recorded under Kittitas County Auditor's File No. 526505, Volume 8, Page 22 through 26 of Plats, records of Kittitas County, State of Washington.

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VOL 362 PAGE 1349

3. **Ownership.** There is appurtenant to each parcel above described an undivided one-sixth interest in and to the use of the well and water system now constructed or to be constructed. Each parcel above described shall be entitled to receive an equal supply of water for one residential dwelling for domestic purposes.

4. **Water System Construction.** Each parcel designated above shall share equally in the cost of well site approval, well construction, design of water system for approval of the health officer, and construction and/or installation of all reasonably necessary waterworks equipment, the pump house, water distribution pipes, and initial water quality tests.

Appurtenant to each parcel above described shall be the obligation to participate in the maintenance and operational costs of the well and water system described. The expense of water sampling as required by the State of Washington and Kittitas County shall be shared equally. A reserve account shall be established and maintained at a mutually agreed upon banking institution. Each property owner 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 appurtenances thereto.

5. **Easement for Well Site and Pump House.** An easement is hereby declared for the purpose of maintaining or repairing the well and appurtenances. Said easement shall also allow the installation of a well house, pumps, water storage reservoir, pressure tanks, and other equipment necessary for the operation of the water system.

6. **Water Line Easement.** There is hereby established and declared an easement for the use and purpose of conveying water from the well to each of the other parcels hereinabove described. Said easement shall be 10 (ten) feet in width and shall extend from the well site to each of the other parcels hereinabove described in the most reasonable direct route. No permanent improvements shall be constructed upon the water line easements except as needed for the operation of the well and water system. Any subsequent entry onto the well site property for purposes of excavation or to repair any underground water line shall require restoration of any disturbed areas.

7. **Maintenance and Repair.** 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 materials used in repair shall meet the approval of the health officer. The cost of providing power, chemicals, repairs and replacement of any of

the common physical facilities including common pipeline shall be a fractional amount. The numerator of such fraction shall be the water used by each particular parcel and the denominator of said fraction shall be total amount of water used by all parcels subject to this Declaration. There shall be installed at the central distribution facility a water meter on each separate water line. Periodically, but not less frequently than monthly water meter readings shall be utilized to determine the fractions hereinabove set forth. The costs of maintenance based upon the fractions derived above shall be adjusted on an annual basis on June 30th of each year. Each parcel served by this agreement shall be responsible for the maintenance, repair, and replacement of meter and pipes supplying water from the common water distribution piping to its own particular dwelling and property. Water pipelines shall not be installed within ten (10) feet of a septic tank or within ten (10) feet of sewage disposal drainfield lines.

8. **Prohibited Practices.** No person will construct, maintain, or suffer to be constructed or maintained upon the property above described 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 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. The parties will not cross-connect any portion or segment of the water system with any other water source without proper written approval of the Kittitas County Department of Public Health and/or other appropriate governmental agency.

9. **Water System.** The water system and water system bank account shall be managed by such of the parties as the parties who own the property hereinabove described mutually agree upon. The system manager shall receive no compensation for system management. The system manager shall have the authority to incur obligations for emergency repairs and routine operations. System improvements and scheduled repairs or emergency repairs incorporating system improvements or upgrading shall be subject to concurrence by a majority of the property owners. The system manager shall provide his or her name, address, and telephone number to the Kittitas County health officer and shall serve as a contact person to the health officer. The system manager shall organize and maintain the water system records and notify the health officers and all parties, service connections, and lots that are included in this declaration of the water quality tests that are required by WAC 241-291, and Kittitas County rules and regulations.


10. **Restrictions on Furnishing Water.** No other property may be served by water from the well and water system without prior consent of all properties subject to this declaration and written approval from the Kittitas County Department of Public Health.

11. **Breach of Agreement, Unpaid Obligations.** Any amounts due the system shall be a lien upon the obligor's respective property, foreclosable in the nature of a real estate mortgage. Any breach or violation of this Agreement may be enjoined, or performance, outstanding obligations or damages recovered from any party by action maintained by both other parties.

Any dispute between the parties shall be resolved by binding arbitration in the manner provided for binding arbitration for Superior Court matters. The prevailing party or parties in arbitration or in litigation shall be entitled to an award of costs of any action in addition to reasonable attorney's fees. The venue of any proceeding or action to enforce the terms of this Agreement shall be in the Superior Court of Kittitas County, Washington.

A defaulting party failing to abide by the terms of this Agreement may have service disconnected upon ten (10) days' written notice mailed to his/her last known address and posted upon the premises in a conspicuous manner.

12. **Heirs, Successors, and Assigns.** These covenants and agreements shall run with the land and shall be binding upon all

TREASURER'S USE ONLY	RECORDER'S USE ONLY
	 Kittitas Co Auditor ELI SHOVAL
	200103270017 Page: 1 of 8 03/27/2001 02:34P DCL 15.00

Return To: Northwest Title
108 N. Main St. Etenburg WA 98926

Kittitas County Auditor/Recorder's Indexing Form

Please Print Or Type All Information

- A. Document Titles (or transactions contained therein):**
 1 Water User Declaration
 2 _____
- B. Grantor (last name, first name, middle initial):**
 1 ELI SHOVAL
 2 _____
 Additional grantors on page ___ of document.
- C. Grantee (last name, first name, middle initial):**
 1 _____
 2 _____
 Additional grantees on page ___ of document.
- D. Legal description (lot, block, plat or section, township, range):**
Lake Easton Estates
 Additional legal description on page ___ of document.
- E. Assessor's property tax parcel/account number(s):**

- F. Reference numbers of documents assigned or released:**

 Additional references on page ___ of document.

The auditor or recording officer will rely on the information provided on this form. The staff will not read the document to verify the accuracy of or the completeness of the indexing information provided herein.



WATER USER'S DECLARATION

COMES NOW THE UNDERSIGNED who hereby makes this Declaration with respect to a well and water system.

1. **Property Affected.** The well, pump house and waterworks is located upon the following described real property:

Lot 31 of Lake Easton Estates, recorded under Kittitas County Auditor's File No. 526505, Volume 8, Page 22 through 26 of Plats, records of Kittitas County, State of Washington.

2.. **Property Benefited.** The following- described property shall be entitled to utilize in common the water from the water system described herein:

Lots 28, 29, 30, 31, 32, and 33 of Lake Easton Estates recorded under Kittitas County Auditor's File no. 526505, Volume 8, Page 22 through 26 of Plats, records of Kittitas County, State of Washington

3. **Ownership.** There is appurtenant to each parcel above described an undivided one-sixth interest in and to the use of the well and water system now constructed or to be constructed.. Each parcel above described shall be entitled to receive an equal supply of water for one residential dwelling for domestic purposes.

4. **Water System Construction.**

Appurtenant to each parcel above described shall be the obligation to participate in the maintenance and operational costs of the well and water system described. The expense of water sampling as required by the State of Washington and Kittitas County

shall be shared equally. A reserve account shall be established and maintained at a mutually agreed upon banking institution. Each property owner 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 appurtenances thereto.

5. Easement for Well Site and Pump House. An easement is hereby declared for the purpose of maintaining or repairing the well and appurtenances. Said easement shall allow the installation of a well house, pumps, water storage reservoir, pressure tanks, and other equipment necessary for the operation of the water system.

6. Water Line Easement. There is hereby established and declared an easement for the use and purpose of conveying water from the well to each of the other parcel herein above described. Said easement shall be 10 (ten) feet in width and shall extend from the well site to each of the other parcels herein above described in the most reasonable direct route. No permanent improvements shall be constructed upon the water line easements except as needed for the operation of the well and water system. Any subsequent entry onto the well site property for purposes of excavation or to repair any underground water line shall require restoration of any disturbed areas.

7. Maintenance and Repair. 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 repair shall meet the approval of the Health Officer. The cost of providing power,



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Page: 4 of 6

03/27/2001 02:34P

DCL 10.00

Kittitas Co Auditor ELI SHOVRAL

chemicals, repairs and replacements of any of the common facilities including common pipeline shall be a fractional amount as of the amount of persons using the water system. Each parcel served by this agreement shall be responsible for the maintenance, replacement, and repair of pipes supplying water from the common water distribution system to its own particular dwelling and property. Water pipeline shall not be installed within 10 feet of a septic tank or within 10 feet of sewage disposal drainfield lines.

8. **Prohibited Practices.** No person will construct, maintain, or suffer to be constructed or maintained upon the property above described 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 drainfields, underground storage tanks, County of 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. The parties will not cross-connect any portion or segment of the water system with any other source without proper written approval of the Kittitas County Department of Public Health and/or other appropriate governmental agency.

9. **Water systems.** The water system and water system bank account shall be managed by Lake Easton Estates Homeowner Association and the parties who own the property hereinabove described mutually agree upon. The system manager shall received no compensation for system management. The system manager shall have the authority to incur obligations for emergency repairs and routine operations. System improvements and scheduled repairs or emergency repairs incorporating system improvements or upgrading shall be subject to concurrence by a majority of the property owners. The sytem manager shall provide his or her name, address, and telephone number to the Kittitas County health officer and shall serve as a contact person to the health officer.



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Page: 5 of 6
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Kittitas Co Auditor ELI SHOVAL

The system manager shall organize and maintain the water system records and notify the health officers and all parties, service connections, and lots that are included in this declaration of the water quality test that are required by WAC 241-291, and Kittitas County rules and regulations.

10. Restrictions on Furnishing Water. No other property may be served by water from the well and water system without prior consent of all properties subject to this declaration and written approval from the Kittitas County Department of Public Health.

11. Breach of Agreement, Unpaid Obligations. Any amounts due the system shall be a lien upon the obligor's respective property, foreclosable in the nature of a real estate mortgage. Any breach or violation of this Agreement may be enjoined, or performance, outstanding obligations or damages recovered from any party by action maintained by both other parties.

Any dispute between the parties shall be resolved by binding arbitration in the manner provided for binding arbitration for Superior Court matters. The prevailing party of parties in arbitration or in litigation shall be entitled to and award of costs of any action in addition to reasonable attorney's fees. The venue of any proceeding of action to enforce the terms of the Agreement shall be in the Superior Court of Kittitas County, Washington.

A defaulting party failing to abide by the terms of this agreement may have service disconnected upon ten days' written notice mailed to his/her last known address and posted upon the premises in a conspicuous manner.



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Page: 6 of 6
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DCL 19.00

12. Heirs, Successors, and Assigns. These covenants and agreements shall run with the land and shall be binding upon all parties having or acquiring any right, title or interest in the land described herein.

IN WITNESS WHEREOF, The parties have signed this document on the date first above set forth.

By Eli Shoval

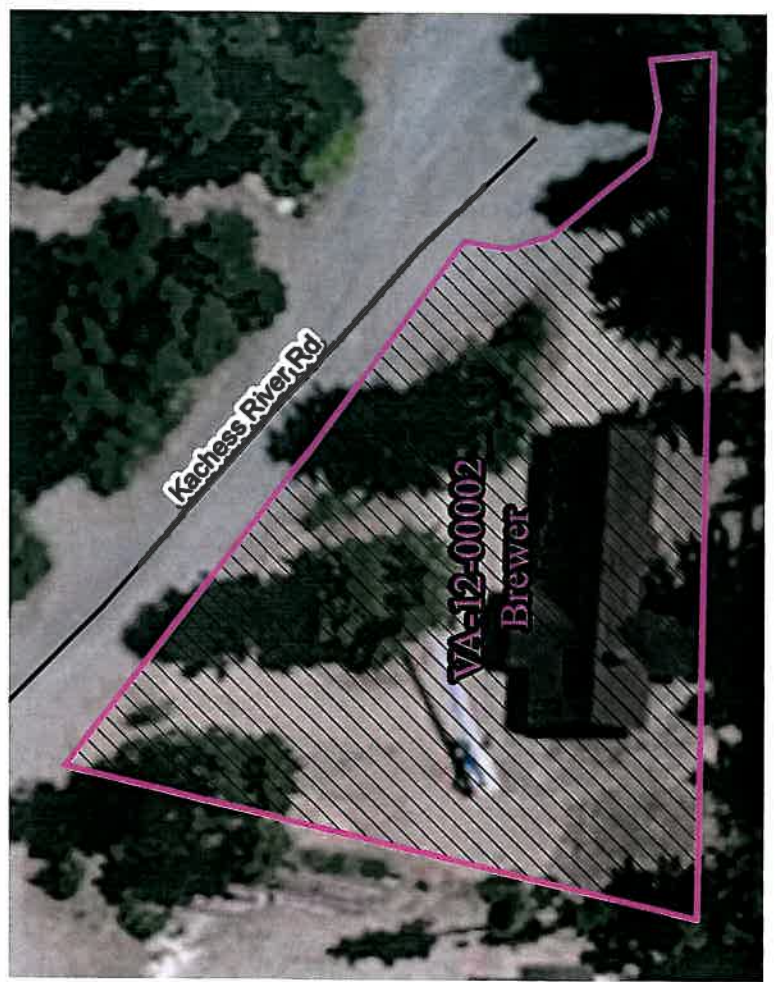
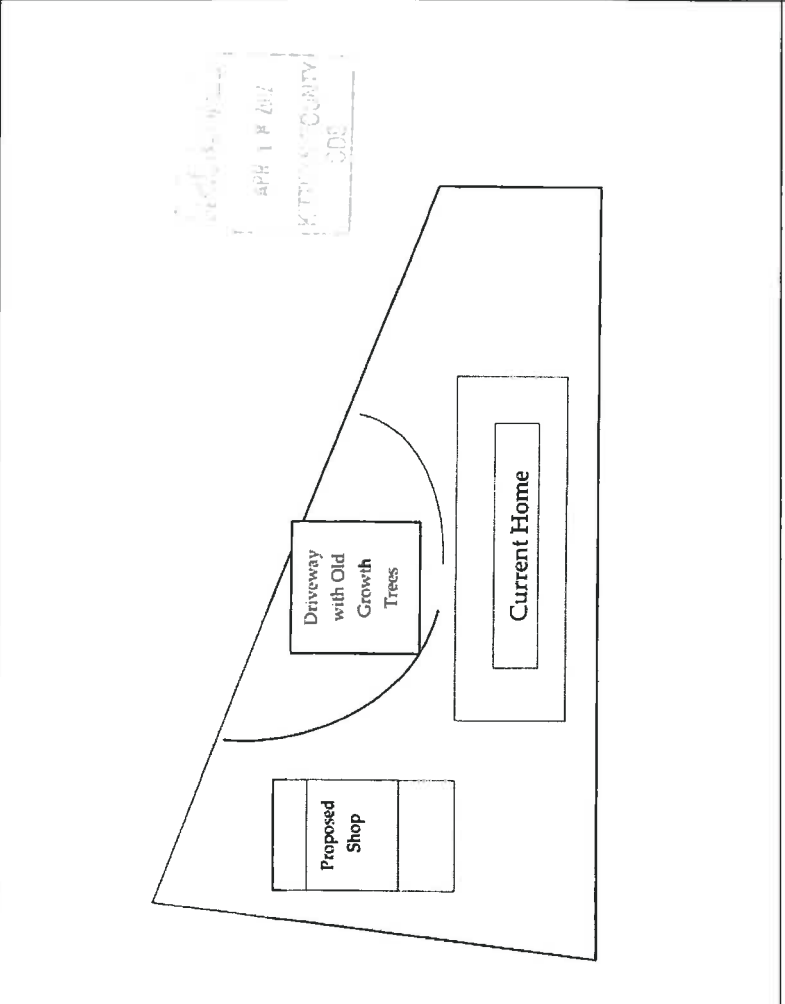
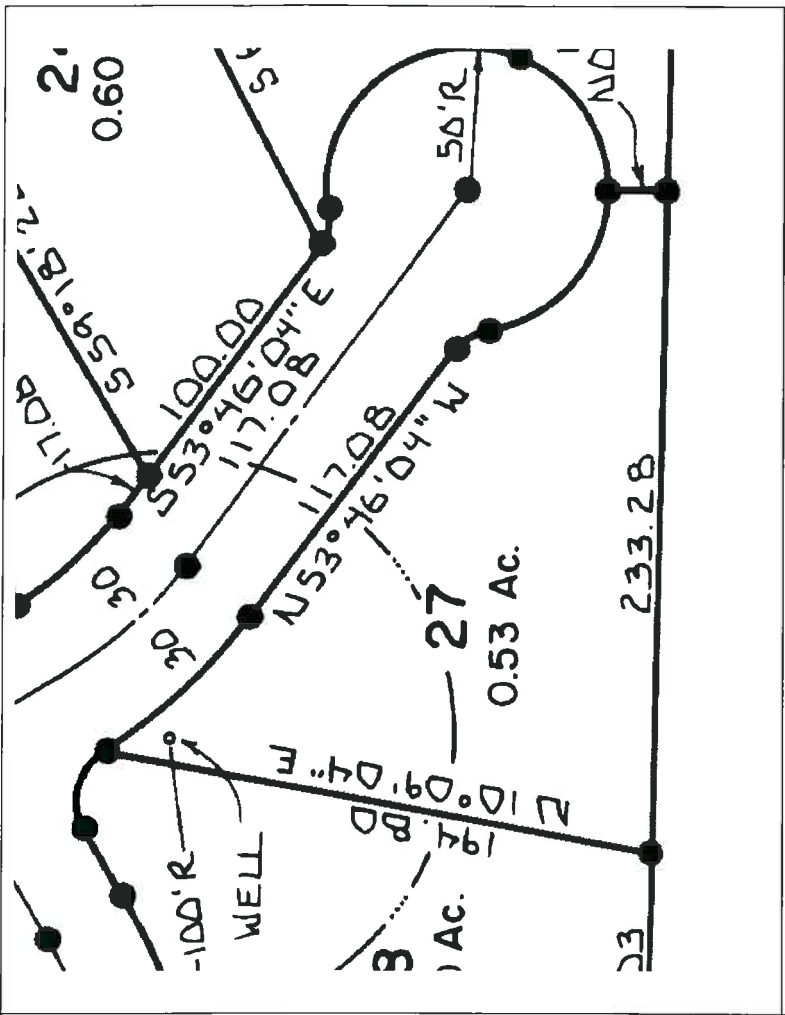
STATE OF WASHINGTON)
)
County of Kittitas)

I certify that I know of have satisfactory evidence that ELI SHOVAL is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the free and voluntary act of such party for the uses and purposed mentioned in the instrument.

DATED: 3/27/01



Carol Crabtree
Notary Public in and for the State of Washington.
My appointment expires: 11/20/02









Google earth



○ = location of community well head and pump house

527307

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Cruse & Nelson
FEB 23 AM 11:23

LAKE EASTON ESTATES RESTRICTIVE COVENANTS

1. Removal of vegetation from within 100 feet of the ordinary high water line of the Kachess River shall be limited to selective cut of trees that are either dead or diseased, or trees that present a significant safety hazard to life or property. At a maximum, vegetation maintenance shall be limited to the removal of no more than thirty percent of the merchantable size trees in any ten year period. This covenant shall not pertain to underbrush and trees less than 3" in diameter, more than 15' from the ordinary high water line.

2. Construction of roadways and/or structures within 100 feet of the ordinary high water line of the Kachess River is not permitted.

3. No single-wide mobile homes are permitted within this subdivision. Double-wide mobile homes may be placed within this subdivision but only at the permission of the developer or his authorized representative.

DATED this 5th day of Feb., 1990.

Hadley D. Hackney
Hadley D. Hackney

STATE OF WASHINGTON)
County of Spokane S.S.

On this day personally appeared before me HADLEY D. HACKNEY known to me to be the individual 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 5th day of February, 1990.

Linda D. Hackney
NOTARY PUBLIC in and for the State of Washington, residing at Spokane

Ret. name
PO Box 959
Ellis 98926

552887

KITITAS COUNTY AUDITOR
FILED REQUEST OF:

1332 SEP 21 PM 2:01

Randall & Danskin, P.S.

16.00

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DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS

OF

LAKE EASTON ESTATES

Amended September 15, 1992

THIS AMENDED DECLARATION is made this 15th day of September, 1992, by REFLECTION LAKE, INC., hereinafter referred to as "Declarant", pursuant to Article 7.3 of the Amended Declaration recorded under auditor's #547464, and supersedes said Amended Declaration and the document recorded under auditor's #535051.

WITNESSETH:

WHEREAS, Declarant is the owner of more than 50% of the lots in Lake Easton Estates, a residential subdivisions in Kittitas County, State of Washington, which is more particularly described as follows:

Plat of Lake Easton Estates, as recorded in Volume 8 of Plats, pages 22 through 26, records of Kittitas County, State of Washington.

NOW, THEREFORE, Declarant hereby declares that all of the properties described above shall be held, sold and conveyed subject to this Amended Declaration, including easements, which are for the purpose of protecting the value and desirability of the lots in Lake Easton Estates, and which shall run with the land and be binding on all parties having any right, title or interest in the subject property, or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

Declarant further declares that this Amended Declaration shall supersede any and all covenants, conditions and restrictions heretofore made with respect to the above-described property, except that, as to the Declaration of Covenants recorded under Auditor's No. 535051, this is simply a restatement.

lit:

RANDALL & DANSKIN, P.S.
ATTORNEYS AND COUNSELORS
1500 SEAFIRST FINANCIAL CENTER
SPOKANE, WASHINGTON 99201-0633
(509) 747-2092

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ARTICLE 1
DEFINITIONS

1.1 "Association" shall mean the Lake Easton Estates Homeowners Association, whether it is a Washington non-profit corporation, its successors and assigns.

1.2 "Owner" shall mean the record owners, whether one or more persons or entities, of fee simple title to any lot which is a part of the properties, including contract purchasers, but not including those having only a security interest to secure the performance of an obligation.

1.3 "Properties" shall mean that certain real property hereinabove described, and such additions thereto as may hereafter be brought under this Amended Declaration.

1.4 "Lot" shall mean any plot of land shown upon any recorded subdivision of the property.

1.5 "Declarant" shall mean Reflection Lake, Inc., a Washington corporation, its successors and assigns.

ARTICLE 2
MEMBERSHIP AND VOTING

2.1 Every Owner shall be a member of the Association, provided however that no more than one (1) vote shall be cast per Lot, regardless of the number of Owners thereof. Membership shall be appurtenant to, and may not be separate from, ownership of a Lot. A member, including the Declarant, who owns more than one Lot, is a member as to each Lot that he owns. Thus, one person may be more than one member for all purposes of this Amended Declaration, including establishing a quorum and voting.

2.2 The membership of the Declarant may, in the discretion of the Declarant, be surrendered to the Association.

ARTICLE 3
COVENANTS FOR MAINTENANCE ASSESSMENT

3.1 Creation of the Lien and Personal Obligation of Assessments. Each Owner, by acceptance of a deed to a Lot, or by contracting to purchase a Lot, whether or not it shall be so expressed in such deed or contract, is deemed to covenant and agree to pay

1 to the Association: (a) annual assessments, and (b) special assessments for capital
2 improvements, all such assessments to be established and collected as hereinafter provided.
3 The annual and special assessments, together with interest, costs and reasonable attorney
4 fees, shall be a charge on the Lot and shall be a continuing lien, in the nature of a mortgage
5 upon the Lot, against which such assessment is made. Each such assessment, together with
6 interest, costs and reasonable attorney fees, shall also be the personal obligation of the
7 person who was the Owner of such Lot at the time when the assessment was made.
8

9 The Declarant shall not be obligated to pay any assessments or charges,
10 whether annual or special, and no lien for any such assessments shall attach to Lots while
11 they are owned by the Declarant prior to their initial sale to a third party.
12

13 3.2 Purpose of Assessments. The assessments levied by the Association shall be
14 used exclusively to promote the recreation, health, safety and welfare of the Owners, and to
15 pay costs associated with any signage, landscaping, lighting and water thereof.

16 3.3 Annual Assessments. The annual assessments shall be determined by the
17 Homeowners Association.

18 3.4 Special Assessments for Capital Improvements. In addition to the annual
19 assessments, the Association may levy, in any year, a special assessment applicable to that
20 year only, for the purpose of defraying, in whole or in part, the cost of any construction,
21 reconstruction, repair or replacement of any capital improvement for the benefit of the
22 Properties generally, including fixtures and personal property related thereto, provided that
23 any such assessment must have the assent of two-thirds (2/3) of the votes of members at a
24 meeting duly called for this purpose.
25

26 3.5 Notice and Quorum for Any Action Authorized Under Paragraphs 3.3
27 and 3.4.
28

29 3.5.1 Written notice of any meeting called for the purpose of taking any
30 action authorized under paragraphs 3.3 or 3.4 shall be sent to all members not less
31 than thirty (30) days, nor more than sixty (60) days, in advance of the meeting.
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1 one single-family dwelling. This restriction shall not be construed as a protection against
2 view impairment. No Lot shall be subdivided except by permission of the Association.

3 4.2 Notwithstanding the provisions of paragraph 5.1, the Declarant, or its
4 successors, shall have the right to maintain a real estate sales office within the Property.
5 The sales office may be housed in a trailer or in a building constructed to be used ultimately
6 as a single-family residence. During the construction period, Declarant shall have the right
7 to maintain and store such trailers, shops or sheds on the Property, and materials and
8 equipment incident to its development, as it deems necessary.

9
10 4.3 **Building Location.** The location of all buildings and structures on any Lot
11 shall conform to the current setback requirements of the Kittitas County Building and/or
12 Zoning Codes.

13
14 4.4 Lot Owners shall comply with all requirements of the Kittitas County
15 Building and/or Zoning Codes, and/or ordinances or regulations in effect from time to time.

16 4.5 All residential structures shall have fire resistant roofs.

17 4.6 Any residential structure built or placed on any Lot shall be completed as to
18 external appearance, including painting, within six (6) months from the time it is started.

19 4.7 An Owner may use a motor home or travel trailer on a Lot, but only in strict
20 compliance with Kittitas County regulations.

21 4.8 Manufactured homes or permanent double-wide mobile or modular homes
22 meeting all requirements of the county building code, including snow load requirements,
23 may be placed on lots but only on a poured concrete foundation. No shed roofs over such
24 manufactured homes or double-wides are allowed.

25 4.9 The only buildings allowed on any lot will be a single family dwelling and
26 one outbuilding, such as a garage or storage building. Except during construction which
27 shall not exceed six months, no temporary structures of any character are allowed.

28 4.10 No external radio antennas, free standing antenna towers or satellite reflection
29 disks or dishes, or similar equipment are allowed.

30 4.11 No Lot shall be used as a dumping ground for rubbish, trash or garbage.
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1 drainage channels in the easements. The easement area of each Lot and all improvements
2 on it shall be maintained continuously by the owner of the Lot, except for those
3 improvements for which a public authority or utility company is responsible. If two (2) or
4 more Lots are combined into one (1) building site, the five-foot (5') side easements shall,
5 subject to applicable building codes, apply only to the exterior side lines of the combined
6 building site.
7

8 5.2 If an easement is used for installation or maintenance of a drainage pipe or
9 other utility line by anyone other than the underlying Owner thereof, the person using the
10 easement shall restore the easement to its condition prior to said use.

11 5.3 All permanent utility connections shall be underground.

12 ARTICLE 6

13 MISCELLANEOUS

14
15 6.1 Natural Vegetation Buffer. Tree removal is limited to removal necessary to
16 clear a building site and removal of dangerous trees that, if not removed, would threaten life
17 or property, or trees less than four inches (4") in diameter breast high.

18 Requests for removal of dangerous trees are to be made in writing and
19 approved by the Association. The actual removal is to be done by the Lot Owner.
20

21 Any dangerous tree is to be cut as close to the ground as possible. The
22 stump may be allowed to remain, but all wood and limbs shall be removed from the Lot.

23 The Association shall levy and collect from any owner a fine of not less than
24 \$1,000.00 per tree, for the removal of any tree(s), except in compliance with this Article.

25 6.2 Oil and Mining Operations. No oil drilling, oil development operations, oil
26 refining, quarrying or mining operations of any kind shall be permitted upon the Properties
27 nor shall oil wells, tanks, tunnels, mineral excavations, or shafts be permitted upon, or in,
28 any Lot.
29

30 6.3 Wells and Waterworks. The Declarant owns and operates a well and
31 waterworks supplying water for public use located on Lot 34, Lot 27, Lot 41 and Lot 12 of
32 the Property. Declarant is required, so long as it owns at least 13 Lots, or for five years,
33 whichever period is shorter, to keep the water supplied from said wells free from impurities
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1 which might be injurious to the public health. Thereafter the obligation shall devolve upon
2 the Association.

3 It is the purpose of these grants and covenants to prevent certain practices
4 hereinafter enumerated in the use of the Property which might contaminate said water
5 supply.
6

7 The Declarant, its successors and assigns, including all Lot Owners, will not
8 construct, maintain or suffer to be constructed or maintained upon the Properties, or any Lot,
9 and within one hundred feet (100') of any well herein described, so long as the same is
10 operated to furnish water for public consumption, any potential source of contamination,
11 such as cesspools, sewers, privies, septic tanks, drainfields, manure piles, garbage of any
12 kind or description, barns, chicken houses, rabbit hutches, pigpens, or other enclosures or
13 structures for the keeping or maintenance of fowls or animals, or storage of liquid or dry
14 chemicals, herbicides or insecticides.
15

16 These covenants shall run with the land, shall survive the otherwise
17 termination of this Amended Declaration, and shall be binding on all parties having, or
18 acquiring, any right, title or interest to the Property, or any part thereof, and shall be binding
19 upon, and inure to, the benefit of each Owner thereof.
20

21 6.4 Water Supply. No individual well or water supply system shall be permitted
22 on any Lot.

23 ARTICLE 7

24 GENERAL PROVISION

25 7.1 Enforcement. In the event that any of the covenants hereinabove set forth
26 are violated, the Association may:

27 7.1.1 Give the Owner notice to correct the violation, fixing reasonable time
28 limits;

29
30 7.1.2 Correct such violation without additional notice to the Owner by such
31 actions deemed most reasonable to the Association, including
32 completing any improvement, or totally removing any improvement,
33 object or thing which violates the restriction. In this event, the Owner
34 shall reimburse the Association for all expenses reasonably incurred
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and the Association shall have a lien on the affected Lot which shall be subject to foreclosure by the Association, and shall include reasonable attorney fees;

7.1.3 Seek the aid of the Superior Court of Kittitas County, Washington to obtain an injunction or such other relief as the court deems equitable. In this event the Owner shall be obliged to pay all costs reasonably incurred by the Association, including reasonable attorney fees.

7.2 Severability. The invalidity of any one of these covenants shall in no way affect any other provisions, which shall remain in full force and effect.

7.3 Amendment. These Amended Covenants, Conditions and Restrictions shall endure until December 31, 2002, after which time, unless terminated by a two-thirds (2/3) vote of the Owners, they shall be automatically extended for successive periods of ten (10) years. Until such time as fifty per cent (50% of the Lots have been sold by the Declarant, Reflection Lake, Inc., this Amended Declaration may be further amended by an instrument signed by the Owner or Owners of not less than fifty per cent (50%) of the Lots. Once fifty per cent (50%) of the Lots have been sold by the Declarant and are no longer owned by the Declarant, this Declaration may be amended during the first twenty (20) year period by an instrument signed by the Owners of not less than seventy-five per cent (75%) of the Lots, and thereafter by an instrument signed by the Owners of not less than two-thirds (2/3) of the Lots. Any amendment, to be effective, must be duly acknowledged and recorded.

IN WITNESS WHEREOF, the undersigned Declarant has executed this Amended Declaration on this 15th day of September, 1992.

REFLECTION LAKE, INC.

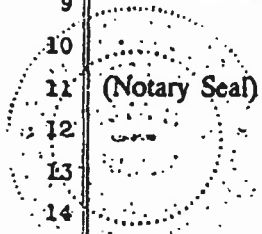
By: H. D. Hackney
H. D. Hackney, President

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1 STATE OF WASHINGTON)
2) ss.
3 County of Spokane)

4 I certify that I know, or have satisfactory evidence, that H.D. HACKNEY is the
5 person who appeared before me, and said person acknowledged that he signed this
6 instrument, on oath stated that he was authorized to execute the instrument and
7 acknowledged it as the President of REFLECTION LAKE, INC. to be the free and
8 voluntary act of such party for the uses and purposes mentioned in the instrument.

9 DATED: September 15, 1992.



[Handwritten Signature]
NOTARY PUBLIC in and for the State
of Washington, residing at Spokane.
My Appointment Expires: 2/4/94

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CONFIDENTIAL
2000-00000000

AMENDMENT TO DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS OF
LAKE EASTON ESTATES DATED MARCH 1, 1994.

This Amended Declaration is made this 1st day of March, 1994 by Beaconsfield Associates, Inc., hereinafter referred to as declarant. Pursuant to Section 7.3 of Declaration of Covenants, Conditions and Restrictions as amended September 15, 1992, declarant hereby amends following sections of the Covenants, Conditions and Restrictions of Lake Easton Estates:

Section 4.8 is hereby deleted and restated as follows:

4.8 No manufactured homes, permanent double-wide homes or modular homes may be placed within the plat of Lake Easton Estates. No home may be constructed which is less than 1,600 sq feet, excluding attached or unattached garage and other permitted outbuildings.

Section 6.1 is amended as follows:

6.1 Natural vegetation buffer. With respect to owners subsequent to declarant, tree removal is limited to removal necessary to clear building site and removal of dangerous trees that, if not removed, would threaten life or property, or trees less than four inches in diameter breast high.

Requests for removal of dangerous trees are to be made in writing and approved by the Association. The actual removal is to be done by the Lot Owner.

Any dangerous tree is to be cut as close to the ground as possible. The stump may be allowed to remain, but all wood and limbs shall be removed from the lot.

The Association shall levy and collect from any owner a fine of not less than \$1,000.00 per tree, for the removal of any tree(s), except in compliance with this Article.

580376

8'

RECORDED
FILED
Cov. CE

AMENDMENT TO DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS OF
LAKE EASTON ESTATES
DATED MARCH 30, 1995

3:27
95 APR

This Amended Declaration is made this 30th day of March, 1995, by Beaconsfield Associates, Inc., hereinafter referred to as Declarant.

Pursuant to Section 7.3 of Declaration of Covenants, Conditions and Restrictions as amended September 15, 1992, Declarant hereby amends the following sections of the Covenants, Conditions and Restrictions of Lake Easton Estates:

Section 4.8 is amended to read as follows:

4.8 No manufactured homes, permanent double-wide homes or modular homes may be placed within the Plat of Lake Easton Estates. No home may be constructed which is less than 1,200 square feet including attached or unattached garage or other permitted outbuildings.

Section 6.3 is hereby deleted.

Section 6.4 is hereby deleted.

In all other respects, Declaration of Covenants, Conditions and Restrictions of Lake Easton Estates as amended September 15, 1992, as subsequently amended March 1, 1994, are hereby reconfirmed.

IN WITNESS WHEREOF the undersigned Declarant has executed this Amendment to Declaration this 30th day of March, 1995.

BEACONSFIELD ASSOCIATES

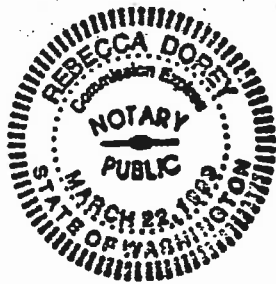
By Barton H. Clennon
BARTON H. CLENNON

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STATE OF WASHINGTON)
County of Chelan) ss.

I certify that I know or have satisfactory evidence that BARTON H. CLENNON is the person who appeared before me, and said person acknowledged that he signed this instrument and acknowledged it as the Managing Partner of BEACONSFIELD ASSOCIATES to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED: March 30, 1995.



Rebecca Dorey
Notary Public in and for the
State of Washington.
My commission expires: 3/22/99

Recorded in the County of Kittitas, WA
Beverly M. Allenbaugh, Auditor

10.00

199907220039 3:41pm 07/22/99

001 4815668 04 05
U10 3 0 0 00 2.00

AFTER RECORDING MAIL TO:

Cone, Gilreath, Ellis & Cole
P. O. Box 337
Cle Elum, WA 98922

Document Title:

AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF LAKE
FASTON ESTATES DATED JULY 13, 1999

Reference Number(s) of Related Documents:

Additional numbers on page _____ of document.

Grantor(s): (Last name, first name, middle initial)

1. Shovel, Eli
- 2.
- 3.
- 4.

Additional Names on page _____ of document.

Grantee(s): (Last name, first name, middle initial)

1. Public
- 2.
- 3.
- 4.

Additional names on page _____ of document.

Abbreviated Legal Description as follows:

____ Complete legal description is on page(s) ____ of document.

Assessor's/Treasurer's Property Tax Parcel Number(s):

20258

199907220039

AMENDMENT TO DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS OF LAKE EASTON ESTATES
DATED JULY 13th 1999

This amended Declaration is made this 13th day of July, 1999, by Eli Shoval,
hereinafter referred to as Declarant

Pursuant to Section 7.3 of Declaration of Covenants, Conditions and Restrictions
as amended September 15, 1992, Declarant hereby amends the following
sections of the Covenants, Conditions and Restrictions of Lake Easton Estates:

Section 4.8 is amended to read as follows:

**Manufactured homes meeting all requirements of the county building code,
including snow load requirements, may be built on lots within the plat of
Lake Easton Estates, provided they have poured concrete foundation, are no
less than 1200 square feet in area and have two car garage. No home may
be constructed within the plat of Lake Easton Estates which is less than
1200 square foot excluding garage and other permitted outbuilding.**

In all other respects, Declaration of Covenants, Conditions and Restrictions of Lake
Easton Estates as amended September 15, 1992, as subsequently amended March 1,
1994, and as subsequently amended March 30, 1995 - are hereby reconfirmed

IN WITNESS WHEREOF the undersigned Declarant has executed this
Amended Declaration this 13th day of July, 1999


Eli Shoval

199907220039

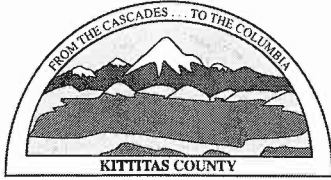
State of CITY OF JERUSALEM
County of CONSULATE GENERAL OF THE
UNITED STATES OF AMERICA

On this day personally appeared before me Eli Shoval to me known to be the individual described in and who executed the within and foregoing instrument and acknowledged the same as his free and voluntary act and deed, for the uses and purposes therein mentioned.

Dated this 13th day of July, 1999

ABDEL NOUR ZAIBACK
CONSUL OF THE UNITED STATES
OF AMERICA

Abdel Nour Zaiback
Notary Public in and for the State of
My commission expires _____



KITTITAS COUNTY
DEPARTMENT OF PUBLIC WORKS

Kirk Holmes, Director

MEMORANDUM

TO: Jeff Watson, CDS
FROM: Christina Wollman, Planner II *CW*
DATE: June 1, 2012
SUBJECT: Brewer Setback Variance VA-12-00002

Public Works has reviewed the variance application and has no comment.

May 29, 2012

Joe Mallory
250 Evergreen Way
P.O. Box 523
Easton, WA 98925



Dan Valoff
Kittitas County Community Development Services
411 N. Ruby St. Suite 2
Ellensburg, WA 98926

RE: Brewer Variance application. (VA-12-00002)

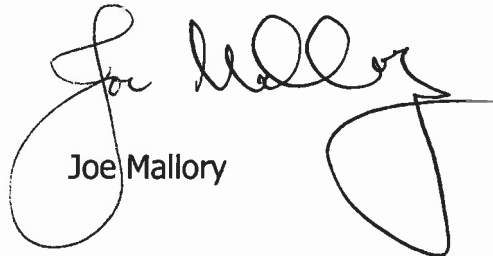
Mr. Valoff,

I am writing in **support** of this application for a variance. Doug Brewer should be able to build his building on his property, I do not see any reason for not allowing this variance to allow him to build closer to his property line. This would allow him to leave more trees standing, and not have to move his driveway.

I have looked at the Brewer property, and have concluded that this building would be a **nice addition** to the neighborhood.

This building would be visible from my property, where I live full time, I have no issue with giving **my support** in his request for a variance.

Regards,

A handwritten signature in black ink, appearing to read "Joe Mallory". The signature is stylized with a large loop at the end of the last name.
Joe Mallory

Dan Valoff

From: irene LOUGHEED [ilougheed@hotmail.com]
Sent: Saturday, May 26, 2012 12:45 PM
To: Dan Valoff
Subject: Douglas Brewer (VA-12-00002) variance application

To: Dan Valoff, Staff Planner

From: Brad & Irene Lougheed
280 Evergreen Way
Easton, WA
Parcel # 152136
Assessor's map # 20-13-03050-0028

We oppose the variance of zoning application of Douglas Brewer (VA-12-00002), mainly because of the **safety** aspects. We are concerned about the snow load of the roof and how it would affect our property. The snow sliding off the roof may cause a **safety issue** for people, pets or vehicles on our property.

We feel that staying with the current zoning is in the best interests of all parties. As property owners of one half acre parcels, we use every inch of our property.

Brad Lougheed 425-359-1070
Irene Lougheed 360-697-5058

Please call if you have any questions

Dan Valoff

From: Brian Johnson [brianj151@comcast.net]
Sent: Friday, May 25, 2012 3:05 PM
To: Dan Valoff
Subject: Brewer (VA-12-00002)

Dear Mr. Valoff,

I write this comment representing the three lots across from the subject variance request. My property and I believe others in the community were purchased knowing the integrity of the enforcement of property setbacks. I do not believe this to be a rule that is fluid when it effects neighboring properties.

Sincerely,

Brian Johnson

Dan Valoff

From: Renfrow, Brent D (DFW) [Brent.Renfrow@dfw.wa.gov]
Sent: Friday, May 25, 2012 8:13 AM
To: Jeff Watson; Dan Valoff
Subject: FW: Notice of Application - Brewer side lot setback variance
Attachments: VA-12-00002 Brewer Application[1].pdf

Jeff and Dan..... Here is a response for your records.

I sent this earlier along with copies of some of the attachments you had sent,....but the total size exceeded what your email server would allow so it rejected the email. I have pulled out the attachments and just left the application for reference so you will know what this all refers to.

Brent

Brent Renfrow
Washington Dept. of Fish and Wildlife
201 North Pearl St.
Ellensburg, WA 98927
Phone: 509-925-1013
Fax: 509-925-4702
email: brent.renfrow@dfw.wa.gov

From: Renfrow, Brent D (DFW)
Sent: Wednesday, May 23, 2012 4:00 PM
To: 'Jeff Watson'; 'Dan Valoff'
Cc: Meyer, William R (DFW); Teske, Mark S (DFW)
Subject: RE: Notice of Application - Brewer side lot setback variance

Jeff,

Thank you for the opportunity to review the Brewer Notice of Application for a side lot variance of 5-feet. We are generally interested in projects in this area because of the proximity of the Kachess River, its complex floodplain and wetlands, and the adjacent forest which includes mature and old growth trees. The research associated with animal crossings of Interstate 90 have shown that this general area is important for wildlife and there is a need to maintain "ecological connections" through this general area.

Based upon the information you provided, the requested variance does not appear to adversely affect fish and wildlife. We are supportive of the retention of the large old trees because of their wildlife value. The proponent suggests that adjusting the lot line setback will eliminate the need to remove large trees. This is desirable. We note, however, that adjustment of the proposed shop building size could also provide for the retention of the old trees. We have no specific recommendation for the board regarding this matter.

On a related matter, this email+web approach to notifications, where all information is collected in one place on your web site and is easy to access, is proving to be very helpful in reviewing projects. In particular the inclusion of maps and air photos to augment the application material makes it easier to understand a proposal.

Thanks,

Brent

Brent Renfrow
Washington Dept. of Fish and Wildlife
201 North Pearl St.
Ellensburg, WA 98927
Phone: 509-925-1013
Fax: 509-925-4702
email: brent.renfrow@dfw.wa.gov

From: Jeff Watson [mailto:jeff.watson@co.kittitas.wa.us]

Sent: Tuesday, May 22, 2012 10:48 AM

To: Bill Steele; Larsen, Brenda (DOHi); Renfrow, Brent D (DFW); Candie M. Leader; Christina Wollman; PRESTON, CINDY (DNR); ECY RE CRO SEPA COORDINATOR; 'enviroreview@yakama.com'; Erin Moore; Kaehler, Gretchen (DAHP); Holly Duncan; 'Jan Jorgenson (jorgenja@cwu.edu)'; 'Jessica Lally (jessica@yakama.com)'; 'jmarvin@yakama.com'; J Markell; 'Johnson Meninick (johnson@yakama.com)'; Julie Kjorsvik; Kim Dawson; HAZLETT, LINDA (DNR); Lisa Iammarino; Lisa Lawrence; Mike Johnston; 'nelmsk@cwu.edu'; Patti Johnson; Mau, Russell E (DOH); Teske, Mark S (DFW); 'Thalia Sachtleben (enviroreview@yakama.com)'; Justus, Tom (DOH); tribune@nkctribune.com; Rivard, James (DOHi); Erin Moore; Allison Kimball (brooksideconsulting@gmail.com); tribune@nkctribune.com; J Markell; Mike Johnston

Cc: Dan Valoff; Doc Hansen

Subject: Notice of Application

[VA-12-00002_Brewer](#)

No SEPA Checklist was submitted with this application

Kittitas County has received the above referenced land use application. Agencies within the county network may review the application master file via the above link. Agencies outside of the county network may view the related documentation at the by following this link: <http://www.co.kittitas.wa.us/cds/landuse.asp> and opening the designated file by application number. Comments within the body of an email are encouraged, but may be submitted as attachments or via US Mail.

Jeffrey A. Watson

Planner II

[Kittitas County Public Works/Community Development Services](#)

411 North Ruby

Ellensburg WA 98926

jeff.watson@co.kittitas.wa.us

509-933-8274

Notice: All email sent to this address will be received by the Kittitas County email system and may be subject to public disclosure under Chapter 121A, RCW, and local board and review.

map: [http://www.kittitas.gov/landuse/landuse.asp](#)