Law Office of Richard A. Finnigan

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Kathy McCrary
Paralegal
Nerissa Raymond
Legal Assistant

August 28, 2000

Ms. Carole J. Washburn Executive Secretary Washington Utilities and Transportation Commission 1300 South Evergreen Park Drive SW Olympia, WA 98504-7250

Re: UW - 001029

Dear Ms. Washburn:

Richard A. Finnigan

Scott Bird

This letter will respond to certain requests for information from the Commission staff on a letter dated August 9, 2000. It should be noted that that letter was not received by Iliad Water Services, Inc. until August 15, 2000 and not received by me until August 16, 2000.

Upon receipt of the request for information, I contacted Mr. Danny Kermode of Commission staff. I informed him that because of the late delivery of the letter, the company would not be able to respond by August 18, but would try to provide some of the information by August 25, 2000. The company would also indicate its reasonable expectation as to when the remaining information would be available. The Commission has since issued an order to obtain the information with a due date of September 8. The company has been working this past week to gather as much information as possible. Enclosed are the company's initial responses to the request.

Before getting further, on behalf of Iliad Water Services, Inc., I wish to state the company's position that the Commission does not have the authority under RCW 80.04.070 to compel production of company records in Olympia. The statute allows the Commission and its Ms.

COPY TO: DANNY K. BOB TOHNSTON employees to inspect records. That inspection is available at the company's offices. That statute does not allow the Commission to compel production of records at the Commission offices in Olympia.

Nevertheless, the company is willing to provide as much information as it reasonably can to the Commission staff in Olympia.

First, it needs to be made clear from the outset that Iliad Water Services, Inc., Iliad, Inc. and Water Services are not affiliated entities. Iliad Water Services, Inc. is owned by Mr. Derek Dorland. Iliad, Inc. is owned by Mr. David Dorland. Water Services is a sole proprietorship owned by Sondra Lebaron. There are contractual relationships among the companies to purchase certain services from one another. However, they are not affiliated entities.

Some of the request for information is directed to an entity described as "Iliad Utility Services, Inc." That is not an entity that is known to Iliad Water Services, Inc. or Iliad, Inc. Therefore, no information can be provided concerning that entity.

Further, Iliad, Inc. is not subject to the Commission's jurisdiction at this time. The systems it serves do not individually or together rise to the level of the Commission's jurisdictional threshold. Further, it is not an affiliate of Iliad Water Services, Inc. Iliad, Inc. is willing to provide certain information to the Commission. However, in providing that information to Commission staff, it is not agreeing that the Commission possesses the authority to require Iliad, Inc. to produce information.

<u>Information Requests</u>

1. The name, number of service connections, and physical location of all regulated and unregulated water systems owned, operated, or managed by Iliad Water Services, Inc., Water Services, Iliad, Inc. or Iliad Utility Services, Inc.

Response: See the attached information for Iliad Water Services, Inc. and Iliad, Inc. Water Services does not own, operate or manage any water systems.

2. A complete mailing list of all customers, grouped by water system. Please provide this information in electronic and hard copy format.

Response: See the attached information for Iliad Water Services, Inc.

3. A copy of the most recent water facility inventory form issued by the Department of Health for each water system owned, operated, or managed by any of the entities listed above.

Response: See the attached.

4. Copies of all contracts or agreements that Iliad Water Services or any water system owned, operated, or managed by Iliad Water Services, Inc., Water Services, Iliad, Inc. or Iliad Utility Services, Inc. has with Iliad Construction or has had with Iliad Construction within the last five years.

Response: Iliad Water Services, Inc. objects to this question as too broad and burdensome. Without waiving that objection, Iliad Water Services is searching its files for contracts it has with Iliad, Inc. It should be noted that Iliad, Inc. from time to time uses Iliad Construction as, in essence, a tradename.

Contracts between Water Services and Utility Inc., if any, will not be provided as that request is far beyond the scope of the Commission's jurisdiction. Iliad, Inc. does not normally issue contracts with itself. Further, if any such contracts do exist, they will not be provided because that request far exceeds the jurisdiction of the Commission.

- 5. For Western Stavis II and III specifically:
 - a) A copy of the "Declaration and Covenant" for the Stavis Creek lot development mentioned in Mr. David Dorland's February 29, 2000 letter.

Response: Please see the attached.

b) The name, address, and telephone number of all customers who were charged the \$3,675.00 "water assessment fee" mentioned in Mr. David Dorland's February 29, 2000 letter.

Response: The Company is searching its records and will provide this information when it is available.

6. Mr. David Dorland's February 29, 2000 letter refers to "Iliad Construction, Inc." Please explain the relationship of Iliad Construction, Inc. to Iliad Water Services, Inc.; Water Services; Iliad, Inc. and Iliad Utility Services, Inc. If Iliad Construction, Inc. is affiliated in any way with any of these entities or shares corporate officers with any of these entities, please provide a copy of the Articles of Incorporation and the Secretary of State's registration certificate for Iliad Construction, Inc.

Response: As pointed out above, Iliad, Inc. from time to time uses the name Iliad Construction. There is no relationship, other than contractual, between Iliad, Inc. and Iliad Water Services, Inc. Of course, Mr. David Dorland and Mr. Derek Dorland are related. However, the corporations do not have any affiliated interest in one another.

7. Mr. Kerry Rutter issued two checks dated 10/9/98, one for \$3,991.05 and one for \$543.00 to "Western Stavis Water Company." Both checks were deposited in Seafirst Bank to the credit of "Water Services." Please explain the relationship of Western Stavis Water Company to Iliad, Inc.; Water Services; Iliad Water Services, Inc. and Iliad Utility Services, Inc. and describe specifically who controls this Seafirst Bank account.

Response: Water Services has an agreement with Iliad Water Service, Inc. under which it bills and collects monies and deposits revenues into a Bank of America account and pays sums out of that account as directed by Iliad Water Services, Inc.

8. If, in fact, Water Services and/or Western Stavis Water Company are d/b/a's or trade names of Iliad Water Services, Inc. or Iliad Utility Services, Inc., please explain the financial transactions

surrounding the checks issued by Mr. Rutter. Were the proceeds of these checks processed in any way through Iliad Water Services, Inc.? If so, please provide copies of the accounting entries or checks issued related to these transactions.

Response: See the response to Question 7.

9. Please explain how Iliad Water Services, Inc. or Iliad Utility Services, Inc. acquired Western Stavis II and Western Stavis III. Please provide all documentation related to the acquisition of these two water systems as well as similar documents related to the Stavis Creek lot development project mentioned in David Dorland's February 29, 2000 letter.

Response: This information will be provided as it becomes available. Some of this information is quite old and requires the company to review its archived records or the records of its accountant at that time.

10. Please identify the developer and/or contractor for the capital improvements to the water system for the Stavis Creek lot development and provide copies of any contract or agreement between the developer/contractor and Iliad Water Services, Inc. and./or Iliad Utility Services, Inc.

Response: Iliad, Inc. is the contractor that provides the capital improvements for the Stavis Creek lot development. The company is reviewing its files to obtain the agreement,

Sincerely,

RICHARD A. FINNIGAN

RAF/nr Enclosures

Cc: Derek Dorland David Dorland

ILIAD WATER SERVICES, INC.

Regulated Water System Owned, Operated and Managed

NAME	LOCATION	# SERVICES
Alderlake Estates	53319 Lillie Dale Rd., Eatonville	24
Cascade Crest	14119 2 nd Ave NW, Marysville	22
Western Stavis	6701 Stone-Farm Ln NW, Seabeck	<u>11</u> 57

DONNA KJORVESTAD JOSEPH RAPOZO STEVEN/AMI HUGGLER
P. O. BOX 1507 '2815 GRAVELLY DR SW 12923 532ND ST E
EATONVILLE WA 98328 AKEWOOD WA 98499 EATONVILLE WA 98328

EATONVILLE WA 98328

JAMES CRAIG JAMES CRAIGTHOMAS TASAMICHAEL OLLIVANT30254 24TH AVE SW16011 SE 142ND PL1527 26TH AVE SEFEDERAL WAY WA 98023RENTON WA 98056PUYALLUP WA 98374

WHITNEY WALLER
53317 LILLIE DALE RD
6016 E 144TH ST
EATONVILLE WA 98328
PUYALLUP WA 98373

ALVIN HASER DIANA RIEHM
12407 206TH ST E 3712 336TH ST S
GRAHAM WA 98338 ROY WA 98580

JAMES SPROAT LESTER WOLFE JR 12908 532ND ST E 13703 229TH ST E EATONVILLE WA 98328 GRAHAM WA 98338

DOUGLAS GREGERSON MARK HOWARD
12924 532ND ST E P. O. BOX 1375
EATONVILLE WA 98328 GRAHAM WA 98338

EUGENE GUTIERREZ MARK HALEY
4001 289TH ST E 619 SAN JUAN
GRAHAM WA 98338 FIRCREST WA 98466

TERRY HYNEK KEITH FULLER
1908 92ND AVE E 12713 532ND ST E
EDGEWOOD WA 98371 EATONVILLE WA 98328

FLORENCE JOHNSON RICHARD ARNESTAD 1402 153RD ST S 30103 40TH AVE S SPANAWAY WA 98387 ROY WA 98580

MARK MORRIS DMITRI SULLIVAN
13018 532ND ST E P. O. BOX 993
EATONVILLE WA 98328 GRAHAM WA 98338

KAREN RICE MIKE ANDERSON 12808 533RD ST EATONVILLE WA 98328-0787 EATONVILLE WA 98328

12808 533RD ST E

Alderlake Estates

RICHARD AHLSTEDT 14525-2ND AVE NW MARYSVILLE WA 98270

IAN SAGE 14318 TUD AVE NW MARYSVILLE WA 98271

ALAN FAUBION 14810 2ND AVE NW MARYSVILLE WA 98271 SUAT MAYKUT 14424 2ND AVE NW MARYSVILLE WA 98270

DON WHITFIELD 14609 2ND AVE NW MARYSVILLE WA 98271

MICHAEL MALOY 14321 2ND AVE NW MARYSVILLE WA 98270

TIM JOHNSON 14020 2ND AVE NW MARYSVILLE WA 98271

DARRELL MAGNESS 14111 2ND AVE NW MARYSVILLE WA 98270

WILLIAM PRESTON 14025 2ND AVE NW MARYSVILLE WA 98271 M. LINDBERG 14610 2ND AVE NW MARYSVILLE WA 98270

RICHARD YOUNG 14019 2ND AVE NW MARYSVILLE WA 98271

WILLIAM KELLER 14028 2ND AVE NW MARYSVILLE WA 98270

VICTOR TIMMERMAN 14423 2ND AVE NW MARYSVILLE WA 98270

LARRY JONES 14118 2ND AVE NW MARYSVILLE WA 98270

IAN SAGE 14318 2ND AVE NW MARYSVILLE WA 98270

DIANE JOHNSON 14829 2ND AVE NW MARYSVILLE WA 98270

GEORGE STOEHR 14225 2ND AVE NW MARYSVILLE WA 98271

JOSEPH MCPHERSON 14717 2ND AVE NW MARYSVILLE WA 98271

ALAN FAUBION 14810 2ND AVE NW MARYSVILLE WA 98271

ALAN FAUBION 14810 2ND AVE NW MARYSVILLE WA 98271

WAYNE ROBERTSON 710 ELM PL W EDMONDS WA 98020-6619

KEITH HAAS 14028 2ND AVE NW MARYSVILLE WA 98270 KERRY/BEATRIZ RUTTER 6998 BEAUCHAMP LN NW SEABECK WA 98380

LARRY/LISA BECKER
P. O. BOX 6846
SILVERDALE WA 98315

DAVONNE LOUP 6997 BEAUCHAMP LN NW SEABECK WA 98380

LARRY WOLSKE 6961 BEAUCHAMP LN NW SEABECK WA 98380

DAVID WORK 7001 SEAWITCH LN NW SEABECK WA 98380

DON MARLER 7349 BEAUCHAMP LN NW SEABECK WA 98380

DON HART 7338 BEAUCHAMP LN NW SEABECK WA 98380

WILLIAM/PATRICIA ROSEN 7824 BEAUCHAMP LN NW SEABECK WA 98380

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4. OWNER'S NAME (LAST, FIRST)

PO BOX 20429

800-928-3750

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ADDITIONAL ROUTING INFO

MAILING ADDRESS

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20429

ILIAD WATER SERVICES,

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2. COUNTY

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SEATTLE

MAILING ADDRESS

SEATTLE

DAY TELEPHONE

5. SYSTEM CONTACT PERSON

800-928-3750

PRIVATE: NON-PROFIT

PRIVATE: FOR-PROFIT

CITY

01668H

ADDITIONAL ROUTING INFO

PO BOX 20429

4. OWNER'S NAME (LAST, FIRST)

PO BOX 20429

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ILIAD WATER SERVICES,

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ILIAD, INC.

Unregulated Water System Owned, Operated and Managed

NAME	LOCATION	# SERVICES
Cliftonwood	4055 Feigley Rd SW, Port Orchard	9
Sunland Shores	30 S. Loop Dr., Sequim	46
Sunny Hills	Spring Canyon Rd., E. Grand Coulee	2
Tala Point	1235 E Ludlow-Ridge Rd., Port Ludlow	<u>2</u> 59



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FEDE	LIST UTILITY IF SOURCE INTERTIED AND NAME FORMAT: EXAMPLE:	"S NAME FOR SOURCE. EIS PURCHASED OR , LIST SELLER'S ID# E USING FOLLOWING XXXXXX / NAME	OTHER (WELL FIELD (2) SPORTS (2) SPORTS (2) SPORTS (3) SPORTS (4) SPORTS	THEATED TO CO.	13	NONE CHLORINATION FILTRATION FLUORIDATION OTHER	V(F42 SI) FALL (FEET)	SOUTION CAPACITY (GPM)	1/4, 1/4 SEC.	1,500	TWP	RNG,	
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FEDE	LIST UTILITY IF SOURCE INTERTIED AND NAME FORMAT: EXAMPLE:	"S NAME FOR SOURCE. EIS PURCHASED OR , LIST SELLER'S ID# E USING FOLLOWING XXXXXX / NAME	OTHER	WELL FIELD	PURCHASE-TREATED PURCHASE-UNTREATED PURCHASE-UNTREA	SEASONAL EMERGENCY SOURCE METER	CHUCRINATION CHUCRINATION CHUCRINATION CHUCRINATION CHUCRIDATION CHUCR	(FEET)	GPM)	1/4, 1/4 SEC.	1,500	TWP	RNG,	
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WATER FACILITIES INVENTORY (WFI)

Read Instructions on back before completing

UPDATED	

02/09/00

DATE UPDATED:

EMID NO. 2. COUNTY	[GROUP]	TYPE	WRIA	WFI COMPL	ETED BY				TITLE	
, 852579 CLALLAM	A	COMM	15							
3. SYSTEM NAME				DAY TELEPI	HONE			DATE	······································	
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ATTN KATHY LITTLE AC	CCOUNTINE			- FOR	SY	STEM NAME CHANG	ie. U	PDATE	DEL	ETE .
MAILING ADDRESS				OLD SYSTE	EM NAME - EN	TER ONLY IF CHAN	GING WITH T	HIS WFI		
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4. OWNER'S NAME (LAST, FIRST)		OWNER NO		9. NUMBER	ACTIVE RESIDENCE ACTIONS	DENTIAL		ER ACTIVE RE J LATION	SIDENTIAL	
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X PRIVATE: FOR-PROFIT	RECREATIONAL BUSINESS/INDUST	BIAL/	1		YE	s X NO				
LOCAL GOVERNMENT (COUNTY / CITY / PUD /	LODGING / FOOD	COMMERCIAL	.	14. TOTAL N	IMBER		15 DISTR	IBUTION RESE	BVOIR(S)	
WATER DISTRICT) .	SCHOOL/ DAY CA		į		TIONS METER	RED		CAPACITY		
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	-	,	l							GALLONS .
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NUMBER	CALL	0DV		A THE ATMENT	Plant	CALCOLOUS STATE				
LIST UTILITY'S NAME FOR SOURCE.		ATED A								
IF SOURCE IS PURCHASED OR INTERTIED, LIST SELLER'S ID#		F. GAL. TREATED UNTREATED	TERED	N N	(FEET)	(GPM)	1/4, 1/4	SEC.	TWP F	ING.
AND NAME USING FOLLOWING	ELD K	ASE-U	AAL ENCY E ME	NATIC NON DATIC	(1201)	(Cr III)	SEC.	NO.		
FORMAT: XXXXXX / NAME EXAMPLE: 77050Y / SEATTLE	WELL FIELD SURFACE SPRING	INTERTIE PURCHASE- PURCHASE-L	SEASONAL EMERGENCY SOURCE MET	NONE CI-LORINATION FILTRATION FLUORIDATION OTHER						
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		i	1	<u> </u>	1 1	1 1	1	1 :	1 1	1 1
APPROVED SERVICES (PER PLANS)	0				AST SANITAR	I FORTH	n	BY DOH		LHD
SYSTEM IN CRITICAL WATER SUPPLY SERVICE AREA		NO	GW MGM	T AREA?	YES	NO USE ON	ILY			
EFFECTIVE DATE RETRO. CHANGES	SIGNATURE OF DOH F	REVIEWER					DA	TE		1



Environmental Health

WATER FACILITIES INVENTORY (WFI)

Head Instructions on back before completing

:C 2 1999

DATE

O. APPROVED SERVICES (PER PLANS)		·····	<u> </u>		<u></u>	DATE	E OF LA	ST SANITAR	Y SURVEY			BY D	ЭН	: CHD
Once a Year							·							
^{25.} On the World World William	, MI	26.	HU()EI NAL		NO SHIRTNEY	AR	SAMP. APR	ING SCHED	JUN	JUL	AUG	SEP 0	CT N	DEC DEC
SO1 Well #1	X		EAUG		YX		SOLO	156	100		NW/NE	1 1		31E
16. DON 17. SOURCE NAME SOURCE NUMBER LIST UTILITY'S NAME FOR SOURIER SOURCE IS PURCHASED OR INTERTIED. LIST SELLER'S ID= AND NAME USING FOLLOWING FORMAT: XXXXXX / NAME EXAMPLE, 77050Y / SEATTLE	CE	SOURCE CATEGO SPRING SP		PERMANENT SEASONAL SE	SOUNCE ON THE P			22 WELL DEPTH	CAP	ACITY	24. SOURC 1/4, 1/4 SEC.	SEC NO.	TWP	SALE SALES
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206-282-4200 6. OWNERSHIP	8 0 0 - 9 2 8 7. PRECOMINA (CHECK ON	-375	RACTE	RISTIC				E SYSTEM SE	16 ERVE AT LE		SEP 1			
5. SYSTEM CONTACT PERSON Water Services - 1 DAY TELEPHONE			TITLE		1	SE		VERAGE DAIL FOR EACH M	ONTH. MAR		FOR EACH	MONTH MONTH	nthe	han b A yen
Seattle		WA	2IP COC 981			11 NL	JMBER	NON-RESIDE	NTIAL CO	NNECTION	\$ 16			
P.O. BOX (IF APPLICABLE)						SYST EMPL	EMS S OYEES	ERVING A.L.	Y NON-F	ESIDEN Omplete	TS (LE, TR THIS SECT	AVELERS,		
Iliad, Inc. street ADDRESS PO Box 20098			897	0		2	Рe	rious rm&na asona			20	ULATION	for 6	morth
CITY Seattle OWNER'S NAME (LAST, FIRST)	_	WA S		2		DAE	TING	ERVING AN SERVED BY ACTIVE RES	THESVST	ENTS (P EM), COM	10. NUM	S SECTION BER ACTIVE	RESIDEN	TIAL
PO. BOX (IF APPLICABLE) C/O PO BOX 20098						, OLD	SYSTE	M NAME - EN						DELETE
STREET ADDRESS	o ₁ oom				-		JBMITT	ED NE	W SYSTEM		}	NO CHANGE		REACTIVATE
3. SYSTEM NAME Sunny Hills Water	System	ь		143		DAY	TELEPH			11		DATE	Ag 18/9	ent
SYSTEMID NO. 2. COUNTY 23391F Lincoln	<u> </u>	BROUP	TYPE	WRI 43		WFIC	COMPLI	etebby ra La	Paro	n		····	TITI	

GW MGMT AREA?

YES

SIGNATURE OF DOH REVIEWER

EFFECTIVE DATE RETRO. CHANGES

STEM IN CRITICAL WATER SUPPLY SERVICE AREA?



STEM ID NO.

3. SYSTEM NAME

602030

ADDITIONAL ROUTING INFO

CEATTLE

4. OWNER'S NAME (LAST, FIRST)

ILIAD INC

ADDITIONAL ROUTING INFO

MAILING ADDRESS

CITY

PO 80X

SEATTLE

SYSTEM CONTACT PERSON CLA

000-797-3750

6. OWNERSHIP (CHECK ONE ONLY)

PRIVATE: NON-PROFIT

PRIVATE: FOR-PROFIT

LOCAL GOVERNMENT (COUNTY / CITY / PUD / WATER DISTRICT)

MAILING ADDRESS PO BOX

Environmental Health

2. COUNTY

TALA POINT WATER SYSTEM

20429

TEFFERSON

20429

rathixing to

WATER FACILITIES INVENTORY (WFI)

Read Instructions o

GROUP

STATE

WA

基件

800-928-3750 PREDOMINANT CHARACTERISTIC (CHECK ONE ONLY)

BUSINESS/INDUSTRIAL/ AGRICULTURAL/COMMERCIAL

LODGING / FOOD SERVICE

EVENING TELEPHONE

I RESIDENTIAL

RECREATIONAL

B

TYPE

zip con 102

16073

學自由心是

OWNER NO.

STATE ZIP CODE

TITLE

manager

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WRIA	WFI COMPLETED BY	1 2		TITLE
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ļ	DAY TELEPHONE	0 775	DATE	, /
		8-3750	1/28	7/00
	8. SUBMITTED FOR	NEW SYSTEM	NO CHANGE	REACTIVATE
		SYSTEM NAME CHANGE	UPDATE	DELETE
ļ	OLD SYSTEM NAME	- ENTER ONLY IF CHANG	ING WITH THIS WEI	
2	SYSTEMS SERVI	NG ANY RESIDER	ITS (PEOPLE LIVIN	GINA
?		ED BY THE SYSTEM)		
	9. NUMBER ACTIVE F	RESIDENTIAL	10. NUMBER ACTIVE R POPULATION	ESIDENTIAL _,
<u></u>				
	1	2		
	10° 10° 10° 10° 10° 10° 10° 10° 10° 10°			
1		IG ANY NON-RE		
	EMPLOYEES, STU	IDENTS, ETC.), COM	PLETE THIS SECTION	V
	11. NUMBER NON-RE	SIDENTIAL CONNECTIONS	5	
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STAVIS CREEK - PHASE III

DEGLARATION OF PROTECTIVE COVENANTS
AND EASEMENTS

The undersigned, GREAT NORTHERN RESOURCES, INC., a Washington Corporation is owner of the real property legally described as:

SEE EXHIBIT "A"

The undersigned plans to sell all of said property in parcels. The purpose of this declaration is to establish certain protective covenants and sasements to promote the orderly use and enjoyment of all said property, and to protect and otherwise to generally benefit all owners of said real property and the community at large. Therefore, the undersigned, in furtherance of objectives, does hereby declars and establish the following covenants, restrictions, and essements appurtenant:

ARTICLE A, DEFINITIONS

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(1)

As used herein, the termi

- 1. "Real Property" shall refer to all of the real property described in Exhibit "A" and shown on the map on Exhibit B, also referred to as Stayis Oresk Phase III.
- 2. "Adjacent Property" shall refer to Lots 19-30 of that survey recorded under Kitsap County Auditor's File No. 8507120086 and shall also be called Stavis Oreak II.
- 3. "Parcel" shall refer to any portion of the Real Property hereafter conveyed by Seller or by any subsequent Owner, regardless of size of Parcel.
- 4. "Owner" shall refer to the holder of a fee simple interest in any Parcel of the Real Property except for any parcel subject to a contract for the sale thereof, in which event "Owner" shall refer to the holders of the vendee's interest under such contract, all to the exclusion of any other interest in the Real Property. Such interests shall be determined by the public records of Kitsap County.
- 5. "Seller" shall refer to GREAT NORTHERN RESOURCES, INC., a Washington Corporation.
- 6. "Association" shall refer to any organization formed by the Owners as provided for herein.

\$24.00 KITSAP COUNTY FILED-BY: LAND TITLE COMPANY APR 9, 1992, 3:06 PM KAREN FLYNN, AUDITOR CLERK: CHIPPS

A.F.#: 9204090155 REEL 0640 FR 0813

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ARTICLE B, LAND USE RESTRICTIONS

- 1. Property Use. Parcels shall be used'for single-family residential purposes only. Only one single-family dwelling and one guest house may be erected on such existing Parcel or on each division thereof, together with out buildings such as barns, garages, greenhouses, etc. All buildings shall conform to Kitsap County building codes.
- 2. Removal of Trees. Except for preparation of one building site, the Owner shall not be allowed to remove any trees from his Parcel until the Note and Deed of Trust have been paid in full. A building site is defined as an area approximately one-half acre in size. Should the Owner desire to clear more area, he shall submit a proposal in writing to Seller for Seller's approval, which shall not be unreasonably withheld. Violations of this paragraph will place Owner in default under the terms of the Deed of Trust. Further, if Owner subdivides the Parcel, this "Removal of Trees" clause shall become part of any subsequent sales agreements. In addition, the Owner of each parcel must keep at least 30% of his lot covered with trees at all times. Should a fire or other natural disaster occur and destroy any trees, the owner shall replant his property to maintain this percentage.
- 3. Future Owners and Subdivision. It is anticipated that future owners of the Parcels may further divide and sell their Parcels. In that event, the new Owners shall automatically become parties to this Agreement, and shall be subject to the terms and conditions of this Agreement. In this manner, the total number of Owners involved in this Agreement may be increased if the present parcels within the total area described in Exhibit A are divided and sold to other owners. Further, adjacent property owners not owning property described in Exhibit "A", that front on any of the existing easements, may use the roads as long as they agree to be bound by the terms and conditions of Article "B", paragraph 16 of this agreement.
- 4. Parcel Maintenance. Each Parcel and the external appearance of improvements thereon shall be maintained in a clean, nest, and orderly condition and in good repair. No trash, garbage, junk, junk cars or car parts, debris, equipment, cut growth, noxious odor, or other waste shall be permitted to accumulate on any Parcel. Burning or burying of such wastes is prohibited, except as compost for gardening.
- 5. Completion of Improvements. The work of construction, altering, or repairing of any structure shall be pursued diligently and continuously from its commencement to completion, and the exterior appearance and landscaping thereof shall be completed within twelve months after commencement thereof.
 - 6. <u>Temporary Structures</u>. No structure of a temporary character, including but not limited to travel trailers, motor homes, basement houses, tents, garages, barns, or other outbuildings, shall be used on any lot at any time as a permanent residence. The only exception shall be during the construction of a house, but then such occupancy shall only be permitted until the house is completed or for one year after construction begins, whichever occurs first.

BIAYES CR PH. 111 COVENANTS 7. Setback Requirements. All structures shall conform to the setback requirements established by Kitsap County. To maintain the rural character of the development, all structures shall be screened from the common easement road by a greenbelt a minimum 30 feet back from any property line made up of natural trees and vegetation, either existing or as planted by the owner.

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- 8. <u>Building Restrictions</u>. Either permanent residential homes or mobile homes shall be allowed on said Parcels as long as they are located on a permanent foundation and have an excess of 1,100 square feet. Manufactured homes shall have the tongue and wheels removed and shall be skirted within six months of installation, and must have composition or better roofing and the siding of wood, masonite, or better-quality material. Manufactured homes must have been built during the year in which they are installed on the owner's parce).
- 9. Landscaping and Fencing. All foundation perimeters will be landscaped in a professional manner within one year of commencing the construction of a residence. No fence or wall over six feet in height shall be erected or permitted on any Parcel.
- 10. <u>Yehicles</u>. All commercial, recreational and inoperable vehicles that are parked or stored upon any Parcel must be screened from view.
- 11. Nuisances. No noxious or offensive trade or activity shall be carried on upon any Parcel, nor shall there be any activity therson that may be or become an annoyance to the neighborhood.
- 12. <u>Businesses</u>. No type of business shall be conducted on any Parcel or within any dwelling or structure that is visible to the public view and that does not meet with Kitsap County Zoning Requirements. No more than one sign, no larger than 2 feet by 2 feet, may be posted that is visible on the main roads.
- 13. <u>Firearma</u>. The shooting of any type of weapon or firearm is prohibited within the development, including but not limited to BB guns and pistols, air rifles and pistols, pellet guns and sling shots.
- 14. Water Service. The domestic water service for the Parcels will be owned by Western Stavis Water Company, Inc. ("Water Company"), and its successors and assigns. The Water Company is not affiliated with the Seller, but is an independent contractor. The use, maintenance, fees and charges for the domestic water service shall be governed by a water service agreement between each owner of a Parcel and the Water Company. Each Parcel shall be subject to a non-user fee charged by the Water Company until such time as water is available to the Parcel. The Water Company shall have exclusive right to provide domestic water to the Parcels until such time as domestic water is provided by a public water supply. The Water Company shall have the right to assess, charge and lien the Parcels as provided in the water service agreements.

STAYIS OR PH. III
COVENANTS

REEL#567804898133

15. Stayis Oresk Phase II. Both Stavis Creek - Phase II and Phase III share a common water system. The well for said system is located on Lots 25 & 25 of Stavis Creek II and the storage tank for the system is located on Lot 4 of Stavis Creek Phase III. By this section both Phase II and Phase III agree to share the easements necessary to provide ingress, egress and utilities for the maintenance, repair and improvement of this water system as it serves both Phases.

16. Roads. Seller has established two main roads, one in the North Section and one in the South Section of the Stavis Creek long plat as recorded under Auditor's File No. 8801140090 and shown on the survey map, Exhibit "B". Until an all-encompassing association of home owners is formed according to Article D of this Agreement, a special road maintenance and improvement association shall be formed for maintenance of the two main roads and the water and power line service and maintenance easement area connecting the two roads all as shown on Exhibit "B".

Each Owner shall pay a monthly charge for the maintenance of all of the roads and access easements within or serving the real property area. All Owners, their heirs, successors, and assigns, as well as subsequent Owners of portions of these Parcels, shall by their ownership be members of the to-beformed STAVIS CREEK III ROAD MAINTENANCE ASSOCIATION. (Stavis Creek III) as outlined below.

STAVIS CREEK 111 shall meet at least once a year on the first Thursday of March to elect officers and to approve any proposed contracts for that year's road maintenance and/or improvement. A simple majority of Parcel Owners present at the meeting will suffice for all elections. STAVIS CREEK 111 shall have two officers: the President, who shall solicit bids for roadwork and have three firm written bids prepared for the annual meeting from competent companies or individuals that can perform the work. He shall run the annual meeting and, upon approval of the members, hirs the contractor, ascertain that work is done as contracted, and overses the duties of the Secretary/Treasurer. The Secretary/ Treasurer's duties shall consist of collecting monthly and annual payments, mailing summaries of the bids to all lot owners at least two weeks prior to the annual meeting, keeping minutes of the annual meeting and other meetings as they may be called, and paying STAVIS CREEK 111 bills.

Neither position shall receive compensation, other than reimbursement for expenses resulting from association business. Members of STAVIS CREEK III may decide at a future time to further compensate said positions.

In the beginning, the Seller shall establish an interest-bearing savings account at a local bank, for maintenance and for improvements for all the easements and access shown on the face of the plat. No funds may be disbursed from said accounts without both the President's and the Secretary/Treasurer's signatures.

STAYIS OR PH. 111

REEL#562304878853

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Until such time as 51% of all lots are sold, Seller or its successors or assigns shall appoint the President and Secretary/Treasurer. Further, Seller shall never be required to pay any monthly assessment against any lots it owns within the real property but shall have as many votes as the number of lots it still holds. Until 7 lots are sold, Seller shall do as much road maintenance sach year as it determines is necessary for the good of the development. All assessments, charges, and costs and expenses to collect such assessments or charges (all collectively referred to as "assessments") of the Stavis Greek Phase III Association shall be binding on, and a personal obligation of, each owner. In addition, the association shall have a lien against a Parcel for any such unpaid assessments from the time such assessment is due. The lien for the assessment may be enforced judicially by the association (or its authorized representative) in the manner set forth in RCW 61.12 (or by other similar means of enforcing a lien against real property). Any Owner shall be responsible for and pay all costs and legal fees incurred in enforcing any assessments from the Owner. All such legal fees and costs shall be included in the lien against the Owner's parcel.

17. Beauchamps Road Usage & Maintenance. Stavis Creek Phase III has access over the roads owned and maintained by the Stavis Bay Estate Homeowners Association and at the time of the Granting of the easement, the issue of maintenance was not addressed. The area impacted by the lot owners of Stavis Creek Phase III is small, but an impact nonetheless, and the Stavis Bay Estates Homeowners Association will be compensated for wear and tear on the road caused by Stavis Creek Phase III. The agreement between Stavis Bay Estates and Stavis Creek Phase III is attached to this document in hereby called Exhibit "C".

When Stavis Creek Phase III starts collecting road maintenance fees;

(1) The Stavis Creek Phase III Road Maintenance Association shall send an annual payment to Stavis Bay Estates Homsowners Association or their successors in interest in an amount not less than \$200 per year. This annual payment shall reflect the actual costs for the road maintenance on Beauchamps Road due to the passage by Stavis Creek Phase III members. Stavis Bay Estates shall determine how much Stavis Creek owes and shall submit a bill one (1) month prior to Stavis Creek's annual meeting. After the annual meeting, Stavis Creek shall send either the minimum amount called for or the amount of the billing.

"In the event a dispute concerning road improvements or billing amounts shall arise between the parties, and the parties cannot reach a compromise, it is hereby agreed that the dispute shall be referred to the Seattle office of Washington Arbitration for arbitration in accordance with Washington Arbitration's Rules of Arbitration. The arbitrator's decision shall be final and binding and judgment may be entered thereon.

In the event either party fails to proceed with arbitration, unsucessfully challenges the arbitrator's award, or fails to comply with the arbitrator's award, the other party shall be entitled to costs of suit including reasonable attorney's fees for having to compal arbitration or defend or enforce the award.

COVENANTS

A.F. #: 9204090155 REEL 0640 FR 0817 (2) Stavis Creek'lot owners may use Beauchamp Lane, but this does not permit or grant them access to the Stavis Bay Spit or allow them to go any further down Beauchamp Lane than Stavis Creek North Road. (3) Stavis Bay Estates Homsowners Association shall perform all of the road maintenance on Beauchamp Lane but not on the Stavis Creek Phase III roads unless the two groups decide to join a common road maintenance association.

ARTICLE C, EASEMENTS AND RESERVATIONS

- 1. Easements for Roads and Utilities. Seller does hereby declare and reserve and grant to all of the owners of that property shown in Exhibit "B" a sixty-foot wide non-exclusive easement for ingress, egress and utilities over, under, upon and across that Real Property shown on the attached survey map, Exhibit B. The centerline of said easement shall follow the centerline of the road shown on Exhibit B. Said easements are established for the sole use and benefit of the Owners of Parcels within the Stavis Phase III development with limited rights granted to Stavis Creek Phase II. Further, Great Northern Resources, Inc. and Cascade Pole Company hereby transfer to all of the owners of that property described in Exhibit "A" and as shown on the map labeled Exhibit "B", Great Northern Resources, Inc. and Cascade Pole Company's interest in that easement agreement recorded under Kitsap County Auditor's File No. 8701210150, which document provides for the access into and out of the subject property through Beauchamp Lane, N.W.
- 2. <u>Grading</u>. Seller hereby declares and reserves the right to make slopes for cuts and fills and the reasonable grading of all roads constructed over and across the above-described easements and to make necessary provisions for drainage thereof.
- 3. <u>Drainage and Utilities</u>. Seller hereby declares and reserves easements for drainage and utilities purposes over, under and across a atrip of land not to exceed seven and one-half feet in width along and abutting any or all of the exterior boundaries of each Parcel hereinafter conveyed by Seller. Seller, its personal representatives, agents or assigns may enter upon said properties to remove trees and brush, and to grade and ditch as may be reasonably necessary for the economical installation of utilities and drainage ditches and courses over the easements reserved.
- 4. Easements Run with the land. All easements declared herein shall be indivisible, perpetual and assignable, and shall be appurtenant to and run with the Real Property. Seller hereby reserves for itself, its personal representatives, agents and assigns the right to the use and benefit of all said easements and further hereby reserves the right to grant the use of said easements to all parties who now are or shall hereafter become Owners and to parties supplying utilities to any portion of the Real Property.

STAYIS OR PH. 111 COVENANTS

. REEL#562204R98333

- 5. Road Dedication. Owners of 66 percent or more of the Parcels shall have the right, power and authority, by written declaration, to dedicate at any time to public use all or any part of said easements to which Owners have direct use and benefit.
- S. Relocation of Easements. In the event that Seller shall hereafter reasonably determine at any time or times, that it is not economically practical to construct and maintain a road suitable for passenger car use over and across any portion of the easements as located in accordance with paragraph 1, above, by reason of excessive grade, inadequate soil conditions, governmental requirements or changes or other natural conditions, then Seller in its discretion may, by recording a supplemental Declaration of easement, relocate such portion or portions of the easements at such alternate locations as Seller may determine are suitable to permit construction and maintenance of such road on an economically practical basis, provided that such relocated easements shall conform in each case, as nearly as practically possible, to the easements as in accordance with paragraph 1, above. Said right of relo-cation shall terminate five years from the date of this instrument.

ARTICLE D, COMMUNITY ASSOCIATION

- 1. Purpose of Association. At any time after Saller has sold 50% of the Real Property, Owners may form an association of Owners to be known as STAVIS CREEK III for the purpose of maintenance and development of roads, utilities systems and other common facilities and enforcement of liens, covenants, restrictions and easements existing upon or created for the benefit of the Parcels of Real Property, etc.
- 2. Mathod of Formation. Formation of the association may be initiated by one or more record Owners. Said Owners shall give thirty days written notice to all other record Owners by registered or certified mail. For those Owners whose address is unknown, the last address registered with the Kitsap County Treasurer's Office shall be used. The notice shall state that said Owners desire the formation of an association. If two-thirds of all record Owners voting in person or by proxy at a meeting called for such purposes yote in favor of an association, the association shall be established.
- 3. <u>Dues and Assessments/Covenants</u>. The Articles or equivalent document of the association may provide for dues and assessments to finance the association. If dues and assessments are provided for, the Articles shall provide that delinquent dues and assessments shall constitute a lien upon the Parcel(s) of Real Property owned by the delinquent member of the association. Upon recording, the Articles or equivalent document will be considered protective covenants having the same force and effect as the other provisions herein and shall be binding upon all record Owners.

STAVIS OR PH. 111 COVERANTS

REEL#667304R981878

ARTICLE E, MISCELLANEOUS

- 1. <u>Duration of Covenanta</u>. All provisions of the Articles of this instrument except for Article C, Paragraph No. 1 shall remain in full force and effect for a period of twenty years from the date of recording this instrument. Article C, Paragraph #1 shall remain in affect forever. These covenants may be amended, changed, revoked or terminated in whole or in part by the following process: An instrument entitled Declaration of Amendment shall be recorded with the Auditor of Kitsap County, which Declaration shall contain all amendments and modifications hereto, and which shall only be recorded upon approval of two-thirds of the Owners by vote at a meeting called for such purposs. All other provisions of the Articles contained herein shall remain in full force and effect until amended, changed, revoked or terminated in whole or part by the same process as set forth above for these Articles.
- 2. Heirs. Assigns. Personal Representatives and Successors in Intersat Bound. Unless and until amended, changed, revoked or terminated as above provided, the provisions thereof shall remain in full force and effect as covenants, restrictions, easements, rights, liens and encumbrances running with the land and binding upon the Real Property and any or all parts thereof, the parties in interest thereto and their heirs, assigns, personal representatives and successors in interest. Accepting an interest in and to any portion of the Real Property shall constitute an agreement by any person, firm or corporation accepting such an interest that they and each of them shall be bound by and subject to the provisions of this instrument.
- 3. <u>Severability</u>. In the event that any provision hereof shall be declared invalid or unsaforceable by any court of competent jurisdiction, no other provision shall be affected thereby and the remaining provisions shall remain in full force and effect.
- 4. Waiver. No waiver of a breach of any provision herein shall constitute a waiver of a subsequent breach of the same provision or of any provision herein.

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STAYIS CR PH. III

5. Legal Process. The parties of interest in and to any part of the Real Property, and each of them, shall have the right and authority to enforce the provisions thereof and in addition to any other remedy for damages or otherwise, shall have the right and authority to enforce the provisions thereof and the right to injunctive relief. The prevailing party in any action to enforce any provisions thereof shall be entitled to recover a reasonable sum as attorney's fees and the costs of the action, including reasonable costs of searching and abstracting the public records, which sums shall be paid by the unsuccessful party.

CASCADE POLE COMPANY

GREAT WORTHERN RESOURCES, INC.

STATE OF WASHINGTON) COUNTY OF SILECE) 88

on this 7th day of Ancil, 1922, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn personally appeared Grag D. McFarland and Christoffer J. Snapp of GREAT NORTHERN RESOURCES, INC. to me known to be the President and Secretary of said Corporation, and acknowledged the said instrument to be the free and voluntary act and deed, for the uses and purposes therein mentioned.

WITNESS my hand and official seal hereto affixed the day and year

KOSTEL CAN

E OF WARRING

in this certification above written.

NOTARY PUBLIC in and for of Washington, Residing at ____ My commission expires:

STATE OF WASHINGTON) 88

COUNTY OF YHARLE

On this 1th day of April, 1992, before me, the undersigned, a Notary Public in and for the state of Washington, duly commissioned and sworn personally appeared B. LORRY NITERIAND and Greg D. McFarland of CASCADE POLE COMPANY, to me known to be the President and Secretary of said Corporation, and acknowledged the said instrument to be the free and voluntary act and deed, for the uses and purposes therein mentioned.

WITNESS my hand and official seal hereto affixed the day and year

in this certification above written.

elisole U. K NOTARY PUBLIC in and of Washington, Residing at _ My commission expires: (- 8-93

STAYIS OR PH. 111 COVENANTS



\$EEr #5422048798457

EXHIBIT "A"

All that land lying North of Stavie Bay County Road, in the South half of the Southwest quarter and the Northeast quarter of the Southwest quarter, Section 25, Township 25, Range 2 West, Willamette Meridian, all in Kitsap County, Washington.

ReEc#062304R98825

STAYIS OR PH. 111 COVERANTS

A.F.#: 9204090155

EXHIBIT "B" Survey recorded under Auditor's File No. 8601140090 LO LEE 6 3.0 mines