

## **Shared Water System Maintenance Agreement**

**Association Name:** Whispering Hills Property Owners Association (HOA)

**HOA Address:** 12 Dusty Trail, Linn Creek, MO 65052

**Effective Date:** July 1, 2025

### **1. Purpose**

This agreement establishes the terms for the operation, maintenance, and shared costs of the two (2) well systems serving the residents of Whispering Hills. This agreement ensures the system remains financially solvent and provides long-term water security for all **84 residents**.

### **2. Management and Long-Term Service Contract**

- **Maintenance Provider:** The HOA is currently under a long-term service agreement with **MO Water Association** (a private service provider), originally executed in **2018** with a **15-year term** (expiring in 2033).
- **Flat-Rate Service:** The HOA pays MO Water Association a contracted flat rate of **\$39.00 per month, per residence**.
- **Comprehensive Coverage:** Per the 15-year contract, this flat-rate fee covers routine maintenance and **major capital repairs** (such as pump replacements or infrastructure failures). Residents are protected from additional "special assessments" for system breakdowns for the duration of the contract.
- **Electrical Utilities:** The HOA is responsible for the direct payment of all electrical bills required to power and operate both well systems.

### **3. Resident Financial Obligations**

To maintain the contract with MO Water Association and cover shared electrical and administrative costs, each resident is required to contribute to the Water Maintenance Fund:

- **Total Assessment:** \$720.00 annually per household.
- **Payment Due Dates:**
  - **Monthly Option:** **\$60.00 per month**, due on the **1st of each month**.
  - **Annual Option:** **\$720.00 per year**, due in full on **July 1st** of each year.

- **Accepted Payment Methods:**

- **Check:** Made payable to Whispering Hills HOA (Mailed to address above).
- **Online:** Payments can be made via debit or credit card utilizing the secure link provided in the digital invoice.

#### 4. Delinquency and Enforcement

The HOA Board and the Association's hired accountants are solely responsible for the management and collection of delinquent accounts.

- **Late Fees:** Any account not paid by the due date is considered delinquent. A **late fee of \$25.00** will be added to the resident's bill for **every month** the account remains unpaid.
- **Service Shutoff:** For any delinquent account where a main shutoff valve is accessible in the yard, the HOA will instruct **MO Water Association** to shut off water service until the balance, and all late fees are paid in full.
- **Installation of Shutoff:** If a residence does not have an accessible shutoff valve and becomes delinquent, the HOA reserves the right to begin the process of excavating within the appropriate easements to install a shutoff valve. All costs associated with this installation will be billed to the residents' account.

#### 5. Water Usage Restrictions

To ensure the stability of the water table and to prevent excessive strain on the shared pump systems, the following restrictions apply to all residents served by the community wells:

- **No Swimming Pools:** Swimming pools of any kind are strictly prohibited.
- **No Pond Filling:** Residents are strictly prohibited from using community well water to fill or maintain levels in landscape or livestock ponds.

#### 6. System Governance

- **Easement and Access:** Residents grant the HOA and its contracted agents (MO Water Association) the necessary access to properties where well equipment, lines, or shutoff valves are located for repairs, installations, and service management.
- **Succession:** This agreement "runs with the land" and is binding upon all current owners, their heirs, and any future owners of the property.