

MEMBERSHIP NUMBER: _____

Type of Water User Membership: _____

**AGREEMENT FOR MEMBERSHIP WITH
ENTRANOSA WATER & WASTEWATER ASSOCIATION
(MEMBERSHIP CERTIFICATE)**

The undersigned (hereinafter called "Member") hereby applies for one Membership of, and agrees to purchase water from, the ENTRANOSA WATER & WASTEWATER ASSOCIATION (hereinafter called "Association").

1. The Member agrees to comply with the Certificate of Association, the By-Laws, the rules and regulations as they may be adopted from time to time by the Association's Board of Directors, and to execute the Non-Transferable Water Contract when service is initiated.

2. The Member, by paying transferring the Membership fee of \$ _____, becomes eligible for water and wastewater service for his/her designated property.

3. The Member assumes no liability or responsibility for any debts or liability of the Association.

4. This membership shall run with, and be made part of, only the tract of land comprising of _____ acres and being described as follows: *** EWWA USE ONLY *** _____

5. In the event of default in payment of any charges assessed by the Association, the Member agrees, authorizes and empowers the Association to assert a lien against the Member's tract as described above and to file on behalf of the Association a notice of lien with the office of the County Clerk of the county in which the tract is located for the amount of the lien, plus fees for the recording thereof and reasonable attorney's fees and costs incurred in connection with preparation and foreclosure of the lien. The lien shall be enforceable by the same procedure as provided for enforcement of a mortgage.

6. The property listed above is for Commercial _____ or Residential _____ use:
This property has / will have:

Number of residential dwellings on this property (excluding rental units): _____

Number of rental units on this property: _____

Number of commercial store fronts: _____

7. In the case that this property is converted to rental use, the member acknowledges that he or she remains responsible for all water bills and fees associated with the property. The owner must notify the Association of changes in use of the property. The Member acknowledges receipt of a copy of the By-Laws.

8. Each Member of the Association shall have only one vote, regardless of the number of memberships held by the Member.

9. No vote may be cast by proxy, but may be cast by mail.

10. Should any Member desire to withdraw from the Association, or dispose of any

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membership, the Association, by act of the Board of Directors, MAY exercise its RIGHT OF FIRST REFUSAL to purchase such membership for PAR VALUE. If, within 60 days, the Association fails to exercise such right, the member may transfer such membership to any person ELIGIBLE to hold it, SUBJECT TO THE APPROVAL OF THE BOARD OF DIRECTORS. In the event that approval is not granted, then the Association shall purchase the membership, if and when sufficient surplus funds are available.

11. In the absence of special approval of transfer by the Board of Directors, this Association membership is bound to the land (runs with the land) to which it is originally issued. Transfer of membership may only be done with the approval of the Board of Directors, subject to limitations established in the Certificate of Association and By-Laws, which basically provide a transferee be:

- A. Landowners or residents within the franchise area of the Association, and
- B. Approved to have contracts for water service from the Association.

12. Should any membership be found to be held by one ineligible to hold such membership, the Association may REQUIRE sale of such membership to the Association at PAR VALUE, or may REQUIRE sale to any eligible person.

13. This Agreement constitutes the membership certificate as described in the Certificate of Association and By-Laws and references to "Membership" shall have the same meaning as "share".

ACCEPTED: ENTRANOSA WATER & WASTEWATER ASSOCIATION

MEMBER:

BY: _____
Signature

Printed Name

NAME: _____
Signature

Printed Name

Co-Owner's Printed Name

TITLE: _____

DATE: _____

ADDRESS: _____
(MAILING)

The foregoing instrument was acknowledged before me by _____ this _____ of _____, 20____.

HOME PHONE: _____

WORK PHONE: _____

DATE: _____

Notary Public _____

Date: _____

SEAL