

192780
FILE NUMBER



DOMESTIC

STATE OF WASHINGTON | DEPARTMENT OF STATE

I, A. LUDLOW KRAMER, Secretary of State of the State of Washington and custodian of its seal, hereby certify that

ARTICLES OF INCORPORATION

of ROCKY POINT HEIGHTS COMMUNITY CLUB
a domestic corporation of Camano Island, Washington,

was filed for record in this office on this date, and I further certify that such Articles remain on file in this office.



In witness whereof I have signed and have affixed the seal of the State of Washington to this certificate at Olympia, the State Capitol,

August 8, 1968

A. LUDLOW KRAMER
SECRETARY OF STATE

APPROVED
AS TO FORM AND FILED

AUG 8 - 1968

ARTICLES OF INCORPORATION
OF
ROCKY POINT HEIGHTS COMMUNITY CLUB

A. LUDLOW KRAMER
SECRETARY OF STATE
BY _____
CORPORATION SECRETARY

KNOW ALL MEN BY THESE PRESENTS that the undersigned, HENRY EDWIN SHAW, PATRICIA ANN SHAW, R. W. CHRISTIANSEN, VESPER A. CHRISTIANSEN and INOR GILBERTSON, each being of legal age, citizens of the United States and residents of the State of Washington, have associated themselves together for the purpose of forming a corporation under the provisions of Chapter 134, Laws of Washington of 1907(RCW 24.04), and amendments thereto, and pursuant to said laws do hereby sign and acknowledge these Articles of Incorporation in triplicate as follows:

I

The name of this corporation shall be ROCKY POINT HEIGHTS COMMUNITY CLUB.

II

The purposes for which this corporation is formed are as follows:

- (a) To acquire, construct, maintain and operate a water supply system and provide water service to the members of this corporation having an interest in property situate in, upon and in the vicinity of the proposed plats of Rocky Point Heights Division No. 1, 2 and 3, as platted or proposed to be platted in Section 23, Township 32 North, Range 2 east, W.M., Camano Island, Island County, Washington. The By-Laws of the corporation and the amendments thereto shall specifically describe those areas within or adjacent to said lands which shall be entitled to water service, and the interest in or ownership of which property shall entitled such ones to membership in this corporation.
- (b) To set reasonable rates for membership and water service furnished to the members of this corporation, and to levy assessments for capital and operational purposes in furtherance of the general objectives of this association in the manner and in the amount as may be provided in the by-laws of the corporation, as well as the amendments thereto.
- (c) The corporation shall have the further purposes and powers to purchase, lease, exchange, acquire and deal with and turn to account, real, personal, mixed, and intangible property, assets, rights, claims, equities, franchises, business concerns and undertakings of every kind and characted, and shall have the power to sell, assign, convey, deal in or with, lease, pledge, mortgage and dispose of all or any part thereof; and to use, operate, continue, maintain, develop, improve and manage or otherwise in any manner to turn to account all or any of the property or assets or rights of the corporation; to loan money with or without credit; to incur indebtedness, borrow or raise money with or without security, and to issue documents evidencing the debts

thereof, and to secure the payments of the money borrowed or raised, when deemed expedient by the issue of debentures, bonds, real or chattel mortgages, deeds of trust, or pledge collateral, or give any other security of any kind upon such terms as to interest, priority and discount, or otherwise as shall be deemed advisable; and to purchase or redeem notes, debentures, bonds, mortgages or securities of the corporation.

- (d) To do all such acts and things as are incidental, conducive, necessary, permissible or advisable in the premises, with respect to the above objects and purposes in their broadest sense which will further aid or assist any one or all of the aforementioned objects and purposes.

III

This corporation shall not, in the pursuit of the foregoing purposes, engage in business of any nature for profit, and the property and the income or proceeds of operation of this corporation shall in no case inure to any one individual, firm, partnership or corporation or to his or its gain or profit.

IV

This corporation shall have perpetual existence.

V

The incorporators and members of this corporation may be individuals, co-partnership or corporation. It shall have no capital stock, and shares therein shall not be issued. The interest of each incorporator or member shall be equal to that of any other incorporator or member. No incorporator or member may acquire any interest which would entitle him to any greater voice, vote, authority or interest in the corporation than any other member. The by-laws shall provide the qualifications, prerequisites and conditions of membership. The evidence of membership in this corporation shall be by a membership certificate, the form of which shall be provided for in the by-laws. Such certificates shall be assignable only under such rules and regulations as the by-laws or amendments thereto of the corporation prescribe.

VI

The management and control of the corporation shall be vested in

and exercised by a Board of Trustees of not less than five (5) nor more than nine (9), whose number shall be provided by the by-laws. The names of those who shall serve for the first six (6) months immediately following the filing of these articles as provided by statute, together with their addresses, are as follows:

INOR GILBERTSON	Rt. 2, Stanwood, Washington 98292
HENRY EDWIN SHAW	Rt. 4, Box 1305, Camano Island, Wash. 98292
PATRICIA ANN SHAW	DITTO
R. W. CHRISTIANSEN	ditto
VESPER A. CHRISTIANSEN	ditto

VII

The place of principal business of the corporation will be in the vicinity of the real property described in Article II, and the business address shall be Rt. 4, Box 1305, Camano Island, Washington, 98292.

IN WITNESS WHEREOF, the above named incorporators, INOR GILBERTSON, HENRY EDWIN SHAW, PATRICIA ANN SHAW, R. W. CHRISTIANSEN and VESPER A. CHRISTIANSEN have hereto set their hands and seal this

7th day of August, 1968.

<u>Inor Gilbertson</u>	<u>R. W. Christiansen</u>
<u>Henry Edwin Shaw</u>	<u>Vesper A. Christiansen</u>
<u>Patricia Ann Shaw</u>	

STATE OF WASHINGTON)
) ss.
 COUNTY OF SNOHOMISH)

On this day personally appeared before me INOR GILBERTSON, HENRY EDWIN SHAW, PATRICIA ANN SHAW, R. W. CHRISTIANSEN and VESPER A. CHRISTIANSEN, to me known to be the individuals described in and who executed the within and foregoing instrument, and acknowledged to me that they signed the same as their free and voluntary act and deed for the uses and purposes therein mentioned.

Given under my hand and official seal this 7th day of August, 1968.

Edward D. Kuse
 Notary Public in and for the State
 of Washington residing at Stanwood

ARTICLES OF AMENDMENT
of
ROCKY POINT HEIGHTS COMMUNITY CLUB
A Non-Profit Washington Corporation

KNOW ALL MEN BY THESE PRESENTS that the undersigned Board of Trustee members of ROCKY POINT HEIGHTS COMMUNITY CLUB, for the purpose of amending the Articles of Incorporation of said Corporation under the provisions of Title 24, Chapter 03, Revised Code of Washington, state as follows:

I. NAME

The name of the Corporation shall remain ROCKY POINT HEIGHTS COMMUNITY CLUB, a non-profit Washington Corporation.

II. AMENDMENTS

a. ARTICLE II, PURPOSES, is hereby stricken and replaced with the following:

This corporation shall not engage in any activities which will result in financial gain to it or its members. Subject to said limitation, the purposes for which this corporation is formed are as follows:

To construct, improve and/or maintain easements and water systems dedicated to or owned by the Corporation for and on behalf of the members of the Corporation, and to execute and do all other works and things necessary or convenient for maintaining said easements and water systems or otherwise for the purposes of the corporation.

To enforce and implement the provisions of the Restrictive Covenants Concerning Use and Occupancy of Plat of Rocky Point Heights, Division No. 1 & 2 recorded at Island County Auditor's File No. 4216389 (hereinafter "CC&R's") and as hereafter amended;

To operate and maintain the community water system supplying water to the members of the Association. The membership area shall be set out in the Corporation Bylaws;

To maintain the community areas pursuant to the Bylaws and the CC&R's;

To form a Building and Design Committee with all the duties, rights, powers, restrictions and protections set forth in the Bylaws and CC&R's;

To charge, collect and assess costs (for both operations and capital improvements), charges and membership fees from the members of this corporation, and to prepare, record and enforce liens for unpaid membership fees, water charges, costs, and assessments as set forth in the Bylaws and CC&R's;

To purchase, lease from others, and otherwise acquire, sell, convey, transfer, lease to others, and otherwise dispose of mortgage, or otherwise encumber real and personal property belonging to the corporation; and

To do all things necessary, suitable and proper to accomplish any of the purposes or to attain any of the objects herein set forth, and to do all acts or things incidental or appurtenant to or growing out of or connected with the aforesaid objects or purposes, or any part or parts thereof, provided such be consistent with the statute under which this corporation is formed, the Bylaws and the CC&R's.

III. APPROVAL

There are presently 48 voting members of the Corporation. This amendment was adopted at a meeting of the members held on Sept. 17, 2007. There was a quorum present at said meeting. This amendment received at least two-thirds (2/3) of the votes which members present at said meeting or represented by proxy were entitled to cast.

Done this 5 day of Dec, 2007.

Michael Tichota
Name:
President of Rocky Point Community Club

Julie A. Vess
Name:
Secretary of Rocky Point Community Club

Combined Water System

Summarized History

1995 February 20

Lee and Judy Harmon agree to provide water for 13 water hook-ups for 17 lots in Utsalady Point in return for certain fees and cooperation in the pursuit of the current application for water rights.

1996 January 19

Combined Water System Agreement based on the following

Plat of Brentwood with 106 planned residential water units	106
Rocky Point Heights 96 planned residential water units	96
Utsalady Point 13 planned residential water units	13
J Roger Nelson property 6 residential water units	6
The Bradley property 16 residential water units	16
Easement negotiations 6 residential water units	6
Extra shares 7 residential water units	7
Total	250

The Agreement lists construction, drilling wells, maintenance assignments and costs for providing water pumps, pipe and storage tanks.

1996 April 20

Addendum #1 RPH as a part of the CWS Agreement was to install a new well.

1. Instead of drilling a new well RPH bought well No. 2 that was drilled by Nelson, sold to Harmon and then sold to RPH for \$25,615.
2. Harmon/Brentwood are drilling an additional well to provide the required 180 gpm for sufficient water for CWS. If the well does not provide enough water CWS shall cover the cost for additional wells. By this Agreement Nelson is entitled to 6 residential water units.
- 3.

1997 May 19

Water Share Agreement between Brentwood Homeowners Association, Rocky Point Heights Community Club and Norma C and Kenneth G Watkins. Watkins grants and conveys easement and access over, across and under the Watkins property. RPH agrees Watkins are entitled to 3 residential water units. Additionally, Brentwood and RPH grant Watkins an option to purchase 4 additional residential water units. Terms are spelled out in the Agreement.

1997 May 19

Water Share Agreement between Brentwood Homeowners Association, Rocky Point Heights Community Club and Fred and Shirley Kalanquin. Kalanquin grants and conveys easement and access over, across and under the Kalanquin property. RPH agrees Kalanquin are entitled to 2 residential water units. Brentwood and RPH grant Kalanquin an option to purchase 2 additional residential water units for a period of 5 years between May 1, 1997 and April 30, 2002 and thereafter for a period of 5 years between May 1, 2002 and April 30, 2007 the right of first refusal to purchase 2 residential water units additionally for a period of 10 years between May 1, 1997 and April 30, 2007 the right of first refusal to purchase 4 additional water shares. Terms and conditions are spelled out in the Agreement.

1997 August 22

Addendum #2 Set the distribution of payments for purchase of single family water shares and connection charges. Brentwood and RPH agree to cooperatively with the formation of a water association.

1997 October 20

Addendum #3

1. Establish Lee Harmon and Robert Murphy as Interim Management Board
2. Appointed Murphy as primary contact for the State of Washington, Island County Health Departments and other regulatory agencies.
3. Set water fees for each residential connection.
4. Set cost for new water meter installations
5. Authorized Harmon and Murphy to hire a water system manager to look after, maintain and repair the CWS and bill the water fees.
6. Delineated the responsibility of CWS, Brentwood and RPH. **CWS shall** be responsible for operation and maintenance of the existing and proposed wells, pumps, transmission lines, monitoring and standby systems, the tanks and electrical systems. CWS will also operate and maintain water services, transmission lines to the meter for water services other than Brentwood and RPH i.e. Utsalady, Nelson, Kalanquin and Watkins. **Brentwood and RPH shall be** responsible to maintain their internal water systems including meter repair and installation.

2013 January 23

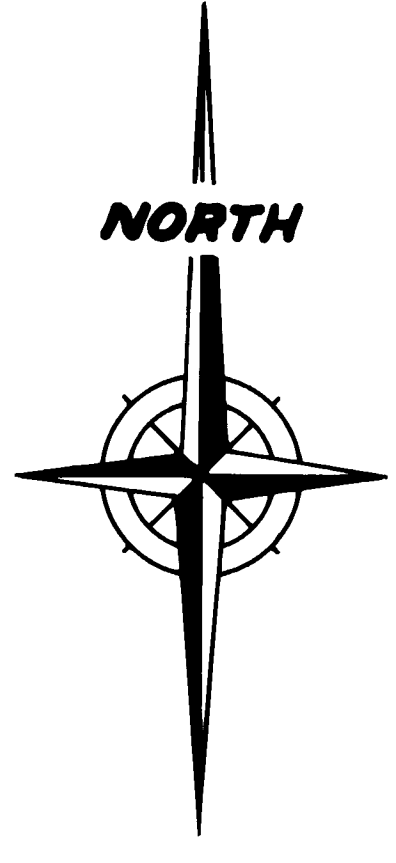
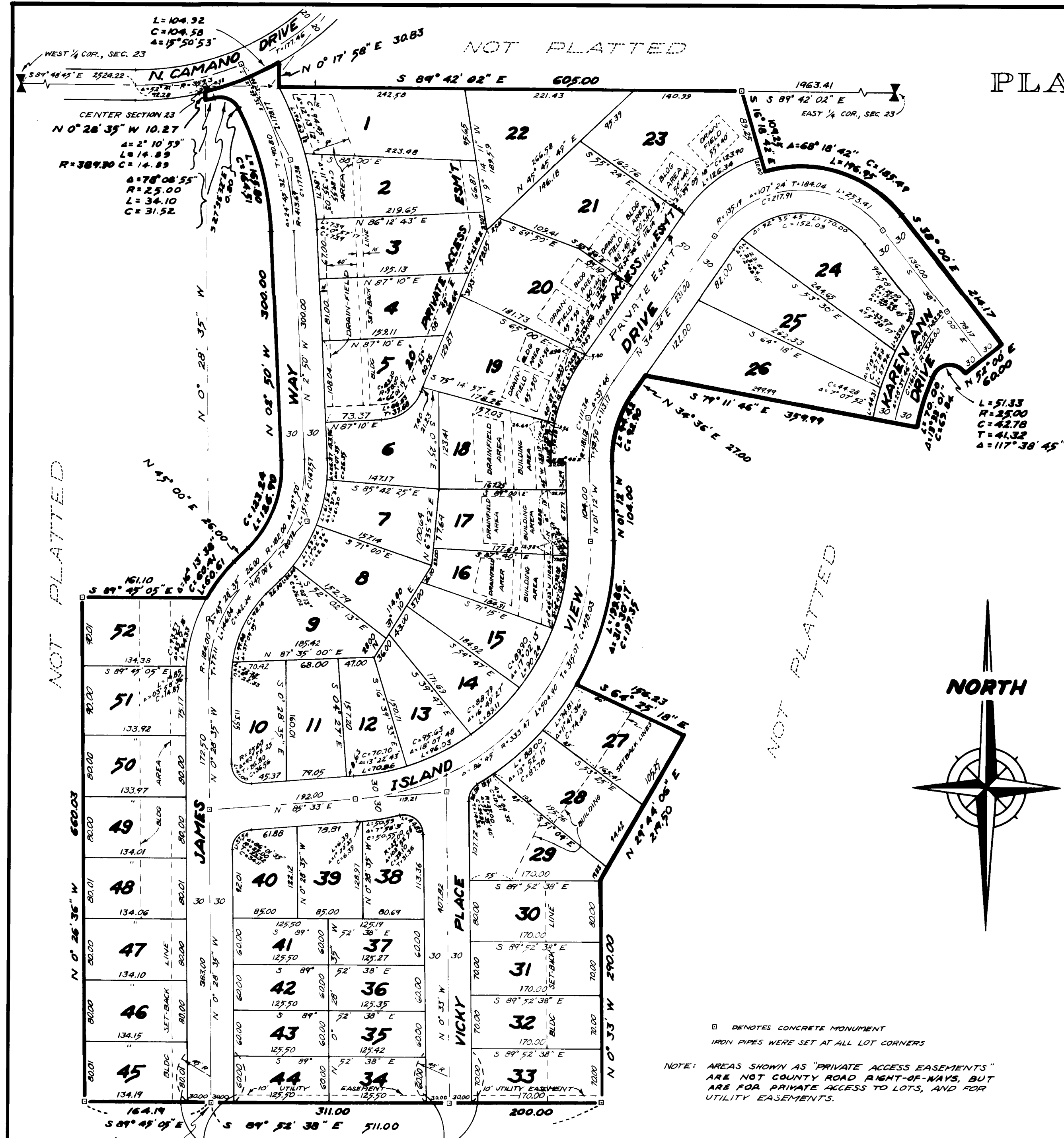
Addendum #4

1. In accordance with Section 4.3 of the CWS Agreement a formal Combined Water System was organized as a Washington Nonprofit Corporation. The Corporation By-Laws establish a formal management structure.
2. The CWS has obtained a long term low interest rate loan to finance the necessary upgrades.
3. The Loan commits the CWS and its members to repay the loan over a 20-year period and to maintain a proper rate structure that will allow payment and maintain adequate reserve funds for regular maintenance and long-term capital items replacement
4. Water rates and connection fees will be determined by the Board of the CWS
5. The Boards of Brentwood HOA, the RPH HOA and the CWS reserve the right to amend water connection charges at any future date.

DRAWING NUMBER
Rocky Point Heights
PLAN HOLD

PLAT OF ROCKY POINT HEIGHTS

SECTION 23, T. 32 N., R. 2 E., W.M.
CAMANO ISLAND, WASH.
SCALE: 1" = 100'



DESCRIPTION

THE PLAT OF ROCKY POINT HEIGHTS DIVISION NUMBER 1 EMBRACES THAT PORTION OF SECTION 23, TOWNSHIP 32 NORTH, RANGE 2 EAST OF THE WILLAMETTE MERIDIAN BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE CENTER OF SAID SECTION 23; THENCE S 0° 28' 35" E ALONG THE WEST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 23 A DISTANCE OF 85.8 FEET TO THE TRUE POINT OF BEGINNING, BEING ALSO THE INTERSECTION WITH A CURVE HAVING A RADIUS POINT BEARING N 13° 34' 38" W A DISTANCE OF 379.3 FEET FROM SAID INTERSECTION POINT; THENCE ALONG SAID CURVE IN A NORTHEASTERLY DIRECTION THROUGH A CENTRAL ANGLE OF 15° 50' 53" A DISTANCE OF 104.92 FEET; THENCE S 0° 17' 58" W A DISTANCE OF 30.83 FEET TO THE NORTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 23; THENCE S 89° 42' 02" E ALONG THE NORTH LINE OF SAID SOUTHWEST QUARTER OF SECTION 23 A DISTANCE OF 60.00 FEET; THENCE S 16° 18' 42" E A DISTANCE OF 109.25 FEET TO THE INTERSECTION WITH A CURVE HAVING A RADIUS POINT BEARING S 16° 18' 42" E A DISTANCE OF 165.19 FEET FROM SAID INTERSECTION POINT; THENCE ALONG THE ARC OF SAID CURVE IN AN EASTERLY DIRECTION THROUGH A CENTRAL ANGLE OF 68° 18' 42" A DISTANCE OF 196.95 FEET; THENCE S 38° 00' 00" E A DISTANCE OF 214.17 FEET; THENCE S 52° 00' 00" W A DISTANCE OF 60.00 FEET TO THE BEGINNING OF A CURVE HAVING A RADIUS POINT BEARING S 52° 00' 00" W A DISTANCE OF 25.00 FEET FROM SAID CURVE BEGINNING POINT; THENCE ALONG THE ARC OF SAID CURVE IN A WESTERLY DIRECTION THROUGH A CENTRAL ANGLE OF 117° 38' 45" AN ARC DISTANCE OF 51.33 FEET TO THE BEGINNING OF A CURVE TO THE LEFT HAVING A RADIUS OF 296.00 FEET; THENCE IN A SOUTHWESTERLY DIRECTION, THROUGH A CENTRAL ANGLE OF 13° 33' 01" AN ARC DISTANCE OF 100.00 FEET; THENCE N 79° 11' 46" W A DISTANCE OF 359.99 FEET; THENCE S 34° 36' 00" W A DISTANCE OF 27.00 FEET TO THE BEGINNING OF A CURVE TO THE LEFT, HAVING A RADIUS OF 151.12 FEET; THENCE ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 35° 48' 00" AN ARC DISTANCE OF 94.42 FEET; THENCE S 11° 12' 00" E A DISTANCE OF 104.00 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT HAVING A RADIUS OF 363.47 FEET; THENCE ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 31° 30' 17" AN ARC DISTANCE OF 199.86 FEET; THENCE S 64° 25' 18" E A DISTANCE OF 156.23 FEET; THENCE S 29° 44' 06" W A DISTANCE OF 219.50 FEET; THENCE S 0° 33' 00" E A DISTANCE OF 290.00 FEET TO THE SOUTH LINE OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 23; THENCE N 89° 52' 38" W A DISTANCE OF 51.00 FEET TO THE SOUTHWEST CORNER OF SAID NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 23; THENCE N 89° 45' 05" W ALONG THE SOUTH LINE OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 23, A DISTANCE OF 164.19 FEET TO THE WEST LINE OF THE EAST HALF OF THE EAST HALF OF SAID NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 23; THENCE N 0° 28' 35" W A DISTANCE OF 660.03 FEET; THENCE S 89° 45' 05" E A DISTANCE OF 161.00 FEET TO THE INTERSECTION WITH A CURVE HAVING A RADIUS POINT BEARING S 61° 13' 38" E A DISTANCE OF 214.00 FEET FROM SAID INTERSECTION POINT; THENCE IN A NORTHEASTERLY DIRECTION ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 16° 13' 38" AN ARC DISTANCE OF 60.61 FEET; THENCE N 45° 00' E A DISTANCE OF 26.00 FEET TO THE BEGINNING OF A CURVE TO THE LEFT HAVING A RADIUS OF 152.00 FEET; THENCE ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 47° 50' 00" AN ARC DISTANCE OF 126.90 FEET; THENCE N 02° 50' 00" W A DISTANCE OF 300.00 FEET TO THE BEGINNING OF A CURVE TO THE LEFT HAVING A RADIUS OF 383.67 FEET; THENCE ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 24° 45' 32" AN ARC DISTANCE OF 165.80 FEET; THENCE N 27° 35' 32" W A DISTANCE OF 0.80 FEET TO THE BEGINNING OF A CURVE TO THE LEFT HAVING A RADIUS OF 25.00 FEET; THENCE ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 78° 08' 55" AN ARC DISTANCE OF 34.10 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT HAVING A RADIUS OF 389.30 FEET; THENCE ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 2° 10' 59" AN ARC DISTANCE OF 14.89 FEET; THENCE N 0° 28' 35" W A DISTANCE OF 102.27 FEET TO THE TRUE POINT OF BEGINNING, EXCEPT EXISTING COUNTY ROADS.

DEDICATIONS & RESTRICTIONS

KNOW ALL MEN BY THESE PRESENTS THAT WE THE UNDERSIGNED DO HEREBY DECLARE THIS PLAT AND DEDICATE TO THE PUBLIC FOREVER ALL ROADS AND WAYS, EXCEPT PRIVATE AND CORPORATE ROADS, SHOWN HEREON, WITH THE RIGHT TO MAKE ALL NECESSARY SLOPES FOR CUTS AND FILLS, AND THE RIGHT TO CONTINUE TO DRAIN SAID ROADS AND WAYS OVER AND ACROSS ANY LOT OR LOTS, WHERE WATER MIGHT TAKE A NATURAL COURSE, IN THE ORIGINAL REASONABLE GRADING OF THE ROADS AND WAYS SHOWN HEREON. FOLLOWING ORIGINAL REASONABLE GRADING OF ROADS AND WAYS HEREON, NO DRAINAGE WATERS ON ANY LOT OR LOTS SHALL BE DIVERTED OR BLOCKED FROM THEIR NATURAL COURSE SO AS TO DISCHARGE UPON ANY PUBLIC ROAD RIGHT OF WAY, OR TO HAMPER ROAD DRAINAGE. ANY ENCLOSING OF DRAINAGE WATERS IN CULVERTS OR DRAINS OR RE-ROUTING THEREOF ACROSS ANY LOT AS MAY BE UNDERTAKEN BY OR FOR THE OWNER OF ANY LOT, SHALL BE DONE BY AND AT THE EXPENSE OF SUCH OWNER.

ALL LOTS, TRACTS, OR PARCELS OF LAND EMBRACED IN THIS PLAT ARE SUBJECT TO AND SHALL BE SOLD ONLY UNDER THE FOLLOWING RESTRICTIONS: NO PERMANENT STRUCTURE OR BUILDING SHALL BE CONSTRUCTED ON ANY LOT, TRACT, OR PARCEL OF THIS PLAT CLOSER THAN 20 FEET TO THE MARGIN OF ANY STREET OR ROAD. NO LOT, TRACT OR PORTION OF A LOT OR TRACT OF THIS PLAT SHALL BE DIVIDED OR SOLD OR RESOLD, OR OWNERSHIP CHANGED OR TRANSFERRED WHEREBY THE OWNERSHIP OF ANY PORTION OF THIS PLAT SHALL BE LESS THAN 7000 SQUARE FEET OR LESS THAN 60 FEET IN WIDTH AT THE BUILDING LINE. CONSTRUCTION ON ANY LOT SHALL REQUIRE A BUILDING PERMIT AND SEWAGE DISPOSAL PERMIT PRIOR TO COMMENCEMENT OF WORK.

IN WITNESS WHEREOF, THIS DEDICATION IS EXECUTED ON THIS 2 DAY OF AUGUST A.D. 1968.

Henry Edwin Shaw
HENRY EDWIN SHAW
Patricia Ann Shaw
PATRICIA ANN SHAW
R. W. Christiansen
R. W. CHRISTIANSEN
Vesper A. Christiansen
VESPER A. CHRISTIANSEN
Jens C. Jensen
JENS C. JENSEN
Marie M. Jensen
MARIE M. JENSEN

ACKNOWLEDGMENT

STATE OF WASHINGTON } S.S.
COUNTY OF ISLAND }
THIS IS TO CERTIFY THAT ON THE 2 DAY OF Aug. A.D. 1968 BEFORE ME THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR THE STATE OF WASHINGTON, DULY COMMISSIONED AND SWORN, PERSONALLY APPEARED HENRY EDWIN SHAW AND PATRICIA ANN SHAW, HIS WIFE, R. W. CHRISTIANSEN AND VESPER A. CHRISTIANSEN, HIS WIFE,

TO ME KNOWN TO BE THE INDIVIDUALS DESCRIBED IN AND WHO EXECUTED THE WITHIN AND FOREGOING DEDICATION AND ACKNOWLEDGED TO ME THAT THEY EXECUTED THE SAME AS THEIR 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 FIRST ABOVE WRITTEN.

NOTARY PUBLIC IN AND FOR THE STATE OF WASHINGTON
Harold P. Rader
HAROLD P. RADER

SURVEYOR'S CERTIFICATE

I HAROLD P. RADER, PROFESSIONAL LAND SURVEYOR, DO CERTIFY THAT THE PLAT OF ROCKY POINT HEIGHTS, DIV. NO. 1, IS BASED ON AN ACTUAL SUBDIVISION OF SECTION 23, TWP 32 N., RANGE 2 E., W.M. AND THAT THE DISTANCES, COURSES AND ANGLES ARE SHOWN THEREON CORRECTLY AND THAT MONUMENTS HAVE BEEN SET AND LOT CORNERS STAKED ON THE GROUND AS SHOWN ON THE PLAT.

Harold P. Rader
HAROLD P. RADER
REGISTERED PROFESSIONAL LAND SURVEYOR

CERTIFICATE OF TITLE

RECORDED August 19 1968, FILE NO. 212657 VOL. 183
PAGE 354, ISLAND COUNTY, WASHINGTON.

COUNTY ENGINEER

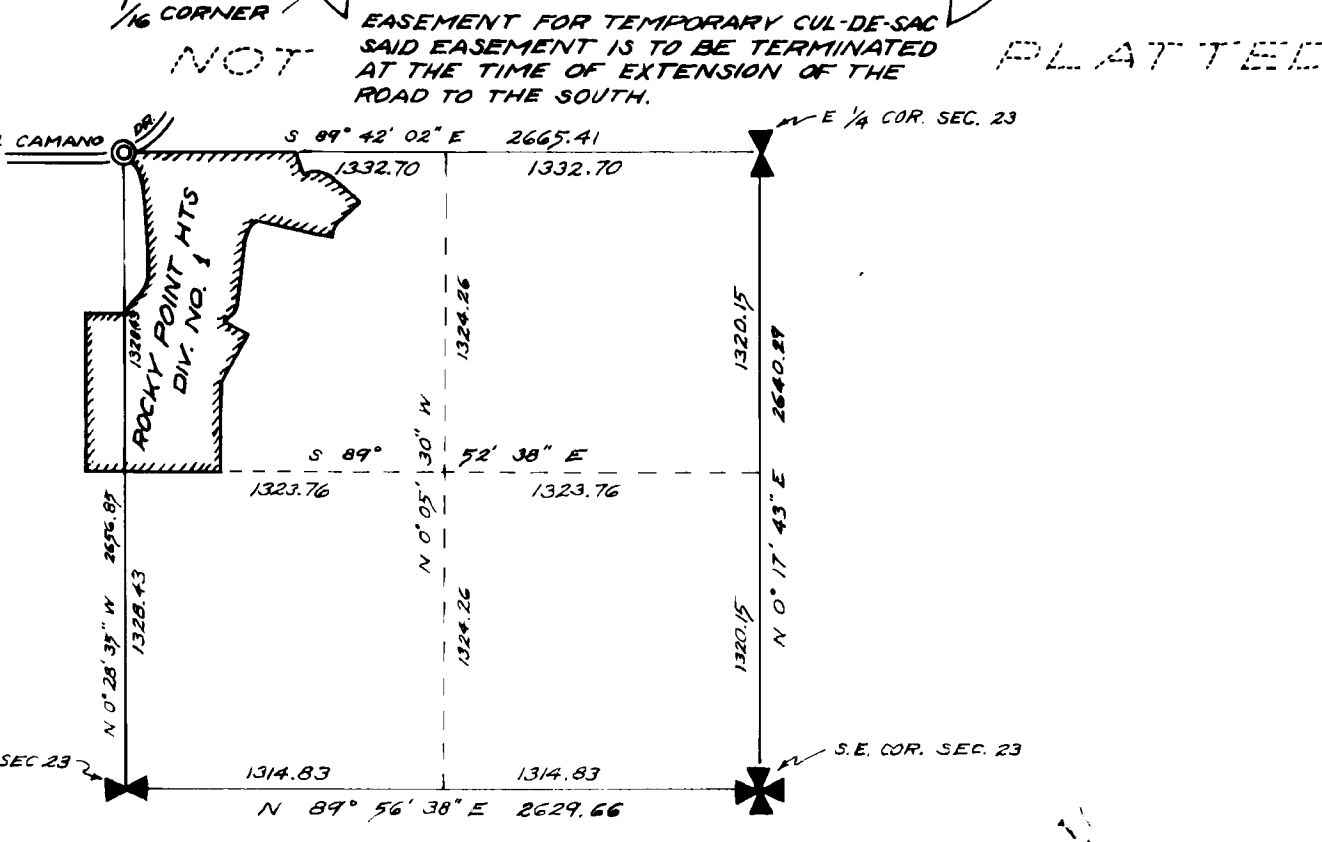
APPROVED BY ME THIS 19 DAY OF August, A.D. 1968.

Richard A. Dillingham
COUNTY ENGINEER

*212658
Filed for Record at Request of Harold P. Rader & Associates, Inc. on August 19, 1968 at 41 minutes past 3 P.M. and recorded in Volume 10 of Plats, Page 26.

J. W. Kibbey Island Co. Auditor
By W. Cook Deputy Auditor

Rocky Point Heights
Div. no. 1
Sec. 23, T. 32 N., R. 2 E.



PLANNING COMMISSION

APPROVED BY THE ISLAND COUNTY PLANNING COMMISSION ON THIS 19 DAY OF August 1968.

John Anderson
PLANNING OFFICER

TREASURER'S CERTIFICATE

I, HARRY A. LANG, TREASURER OF ISLAND COUNTY, WASHINGTON, HEREBY CERTIFY THAT ALL TAXES ON THE ABOVE PROPERTY ARE FULLY PAID TO AND INCLUDING THE YEAR 1967.

Harry A. Lang
TREASURER OF ISLAND COUNTY, WASHINGTON
By *Ruth E. Zupfel* DEPUTY

APPROVALS

APPROVED BY THE BOARD OF COUNTY COMMISSIONERS THIS 19 TH DAY OF August 1968.

John Kibbey
COUNTY COMMISSIONER
R. W. Christiansen
COUNTY COMMISSIONER
J. A. Kibbey
COUNTY COMMISSIONER

ACKNOWLEDGMENT

STATE OF WASHINGTON } S.S.
COUNTY OF ISLAND }
THIS IS TO CERTIFY THAT ON THE 2 DAY OF August A.D. 1968 BEFORE ME THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR THE STATE OF WASHINGTON, DULY COMMISSIONED AND SWORN, PERSONALLY APPEARED JENS C. JENSEN AND MARIE M. JENSEN, HIS WIFE, AND RICHARD S. GEISEL TO ME KNOWN TO BE THE INDIVIDUALS DESCRIBED IN AND WHO EXECUTED THE WITHIN AND FOLLOWING DEDICATION AND ACKNOWLEDGED TO ME THAT THEY EXECUTED THE SAME AS THEIR 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 FIRST ABOVE WRITTEN.

NOTARY PUBLIC IN AND FOR THE STATE OF WASHINGTON
Harold P. Rader
HAROLD P. RADER

PLAN HOLD

PLAT OF **ROCKY POINT HEIGHTS** DIV. NO. 2

SECTION 23, T. 32 N., R. 2 E., W.M.

CAMANO ISLAND, WASH.

SCALE: 1" = 100'

DESCRIPTION

THE PLAT OF ROCKY POINT HEIGHTS, DIVISION NO. 2 EMBRACES THAT PORTION OF THE NORTH HALF OF THE SOUTHEAST QUARTER OF SECTION 23, TOWNSHIP 32 NORTH, RANGE 2 EAST OF THE WILLAMETTE MERIDIAN, BEING DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHWEST CORNER OF THE PLAT OF ROCKY POINT HEIGHTS, DIVISION NO. 1, AS PER PLAT RECORDED IN VOL. 10 OF PLATS AT PAGE 26, RECORDS OF ISLAND COUNTY WASHINGTON; THENCE NORTHERLY ALONG THE EASTERLY LINE OF SAID PLAT OF ROCKY POINT HEIGHTS DIVISION NO. 1 TO THE SOUTHWEST CORNER OF LOT 26 OF SAID PLAT; THENCE S 79°11'46"E ALONG THE SOUTH LINE OF SAID LOT 26 A DISTANCE OF 359.99 FEET TO THE INTERSECTION WITH A CURVE HAVING A RADIUS POINT BEARING S 79°11'46"E A DISTANCE OF 296.00 FEET FROM SAID INTERSECTION POINT; THENCE IN A NORTHERLY DIRECTION ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 13°39'01" A DISTANCE OF 70.00 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT HAVING A RADIUS OF 25.00 FEET; THENCE ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 117°38'45" A DISTANCE OF 51.33 FEET; THENCE N 52°00'E A DISTANCE OF 60.00 FEET; THENCE S 38°00'E A DISTANCE OF 493.36 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT HAVING A RADIUS OF 155.00 FEET; THENCE ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 40°51'30" A DISTANCE OF 110.53 FEET; THENCE S 2°51'30"W A DISTANCE OF 505.83 FEET TO THE SOUTH LINE OF SAID NORTH HALF OF SECTION 23; THENCE N 89°52'38"W ALONG SAID SOUTH LINE 830.24 FEET TO THE POINT OF BEGINNING.

DEDICATION & RESTRICTIONS

KNOW ALL MEN BY THESE PRESENTS THAT WE THE UNDERSIGNED DO HEREBY DECLARE THIS PLAT AND DEDICATE TO THE PUBLIC FOREVER ALL ROADS AND WAYS, EXCEPT PRIVATE AND CORPORATE ROADS, SHOWN HEREON, WITH THE RIGHT TO MAKE ALL NECESSARY SLOPES FOR CUTS AND FILLS, AND THE RIGHT TO CONTINUE TO DRAIN SAID ROADS AND WAYS OVER AND ACROSS ANY LOT OR LOTS, WHERE WATER MIGHT TAKE A NATURAL COURSE, IN THE ORIGINAL REASONABLE GRADING OF THE ROADS AND WAYS SHOWN HEREON. FOLLOWING ORIGINAL REASONABLE GRADING OF ROADS AND WAYS HEREON, NO DRAINAGE WATERS ON ANY LOT OR LOTS SHALL BE DIVERTED OR BLOCKED FROM THEIR NATURAL COURSE SO AS TO DISCHARGE UPON ANY PUBLIC ROAD RIGHT OF WAY, OR TO HAMPER ROAD DRAINAGE. ANY ENCLOSING OF DRAINAGE WATERS IN CULVERTS OR DRAINS OR RE-ROUTING THEREOF ACROSS ANY LOT AS MAY BE UNDERTAKEN BY OR FOR THE OWNER OF ANY LOT, SHALL BE DONE BY AND AT THE EXPENSE OF SUCH OWNER. ALL LOTS, TRACTS, OR PARCELS OF LAND EMBRACED IN THIS PLAT ARE SUBJECT TO AND SHALL BE SOLD ONLY UNDER THE FOLLOWING RESTRICTIONS: NO PERMANENT STRUCTURE OR BUILDING SHALL BE CONSTRUCTED ON ANY LOT, TRACT, OR PARCEL OF THIS PLAT CLOSER THAN 20 FEET TO THE MARGIN OF ANY STREET OR ROAD. NO LOT, TRACT OR PORTION OF A LOT OR TRACT OF THIS PLAT SHALL BE DIVIDED OR SOLD OR RESOLD, OR OWNERSHIP CHANGED OR TRANSFERRED WHEREBY THE OWNERSHIP OF ANY PORTION OF THIS PLAT SHALL BE LESS THAN 7200 SQUARE FEET OR LESS THAN 60 FEET IN WIDTH AT THE BUILDING LINE. CONSTRUCTION ON ANY LOT SHALL REQUIRE A BUILDING PERMIT AND SEWAGE DISPOSAL PERMIT PRIOR TO COMMENCEMENT OF WORK.

IN WITNESS WHEREOF, THIS DEDICATION IS EXECUTED ON THIS 4 DAY OF SEPT. A.D. 1968.

Henry Edwin Shaw
HENRY EDWIN SHAW
Patricia Ann Shaw
PATRICIA ANN SHAW
R.W. Christiansen
R.W. CHRISTIANSEN
Richard S. Geisel
RICHARD S. GEISEL

PLANNING COMMISSION

APPROVED BY THE ISLAND COUNTY PLANNING COMMISSION ON THIS 16th DAY OF September 1968

John P. Anderson
PLANNING OFFICER

TREASURER'S CERTIFICATE

I, HARRY A. LANG, TREASURER OF ISLAND COUNTY WASHINGTON, HEREBY CERTIFY THAT ALL TAXES ON THE ABOVE PROPERTY ARE FULLY PAID TO AND INCLUDING THE YEAR 1967.

Harry A. Lang
TREASURER
By *Ruth E. Zylstra* DEPUTY

APPROVALS

APPROVED BY THE BOARD OF COMMISSIONERS THIS 16 DAY OF SEPT. 1968.

COUNTY AUDITOR
John R. Vandemick
COUNTY COMMISSIONER
E.E. Christie
COUNTY COMMISSIONER
J.A. Guest
COUNTY COMMISSIONER

#213529

RECORDED SEPT. 16, 1968 AT 2:21 PM AT REQUEST OF HAROLD P. RADER & ASSOCIATES, INC. IN VOLUME 10 OF PLATS, PAGE 32, RECORDS OF ISLAND COUNTY, WASHINGTON.

J.W. LIBNEY, ISLAND COUNTY AUDITOR *W.Cook* Deputy

ACKNOWLEDGMENT

STATE OF WASHINGTON } ss.
COUNTY OF ISLAND }
THIS IS TO CERTIFY THAT ON THE 4th DAY OF SEPT. AD 1968 BEFORE ME THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR THE STATE OF WASHINGTON, DULY COMMISSIONED AND SWORN, PERSONALLY APPEARED HENRY EDWIN SHAW AND PATRICIA ANN SHAW, HIS WIFE; R.W. CHRISTIANSEN AND VESPER A. CHRISTIANSEN, HIS WIFE;

AND RICHARD S. GEISEL, TO ME KNOWN TO BE THE INDIVIDUALS DESCRIBED IN AND WHO EXECUTED THE WITHIN AND FORE-GOING DEDICATION AND ACKNOWLEDGED TO ME THAT THEY EXECUTED THE SAME AS THEIR 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 FIRST ABOVE WRITTEN.

NOTARY PUBLIC IN AND FOR THE STATE OF WASHINGTON *Harold P. Rader*
HAROLD P. RADER

SURVEYOR'S CERTIFICATE

I HAROLD P. RADER, PROFESSIONAL LAND SURVEYOR, DO CERTIFY THAT THE PLAT OF ROCKY POINT HEIGHTS DIV. NO. 2 IS BASED ON AN ACTUAL SUBDIVISION OF SECTION 23, TWP 32 N., RANGE 2 E., W.M., AND THAT THE DISTANCES, COURSES AND ANGLES ARE SHOWN THEREON CORRECTLY AND THAT MONUMENTS HAVE BEEN SET AND LOT CORNERS STAKED ON THE GROUND AS SHOWN ON THE PLAT.

REGISTERED PROFESSIONAL LAND SURVEYOR *Harold P. Rader*
HAROLD P. RADER

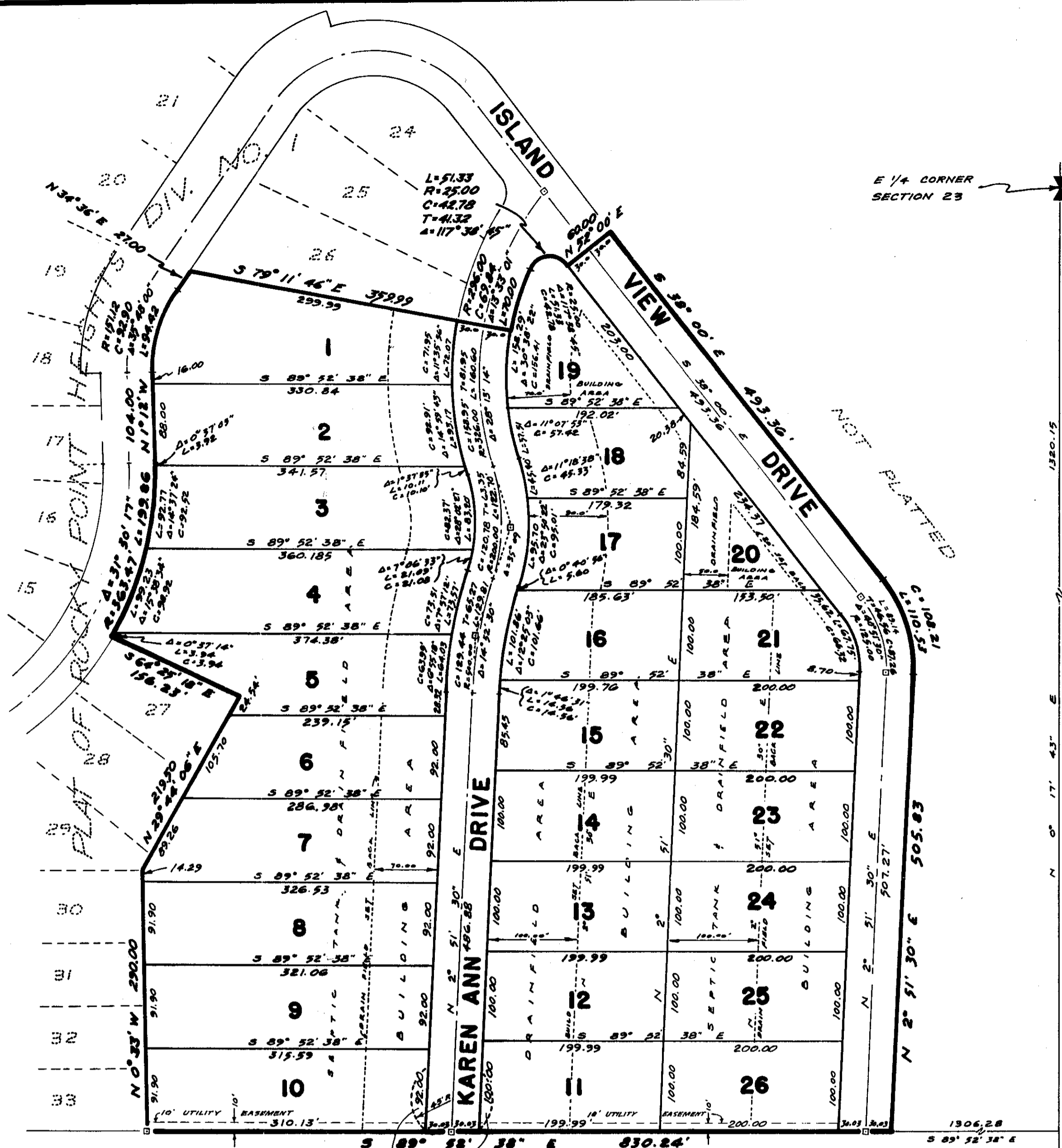
CERTIFICATE OF TITLE

RECORDED SEPT 16 1968, FILE NO. 213528 VOL. 10, PAGE 32-33 ISLAND COUNTY, WASHINGTON.

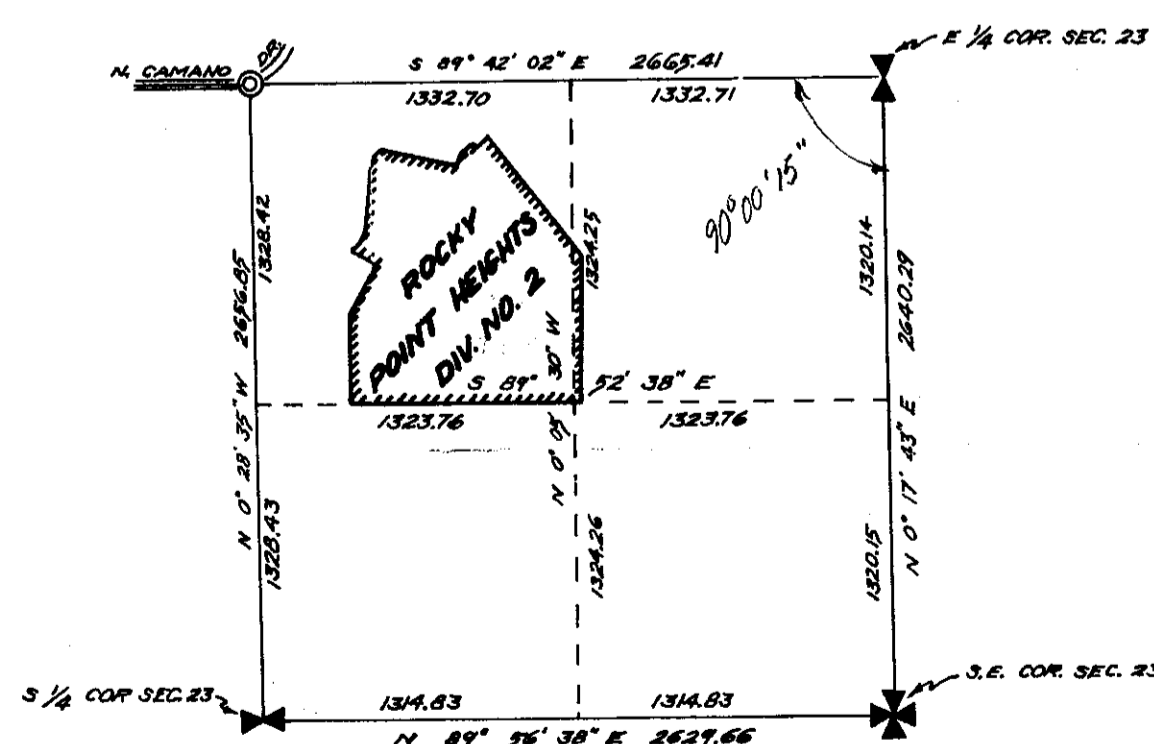
COUNTY ENGINEER

APPROVED BY ME THIS 16th DAY OF SEPT. A.D. 1968.

W.Cook
COUNTY ENGINEER



EASEMENT FOR TEMPORARY CUL-DE-SAC SAID EASEMENT IS TO BE TERMINATED AT THE TIME OF EXTENSION OF THE ROAD TO THE SOUTH. NOT PLATTED



VICINITY SKETCH
A PORTION OF SECTION 23, TOWNSHIP 32 NORTH, RANGE 2 EAST, W.M. CAMANO ISLAND, WASH.
SCALE: 1" = 800'



23 24
26 25

--- DENOTES CONCRETE MONUMENT

IRON PIPES WERE SET AT ALL LOT CORNERS

OFFICIAL SEAL OF COUNTY TREASURER OFFICIAL SEAL OF COUNTY AUDITOR OFFICIAL SEAL OF NOTARY PUBLIC OFFICIAL SEAL OF SURVEYOR OFFICIAL SEAL OF COUNTY ENGINEER



Rocky Point Hts.
Div. No. 2

PLAT OF ROCKY POINT HEIGHTS

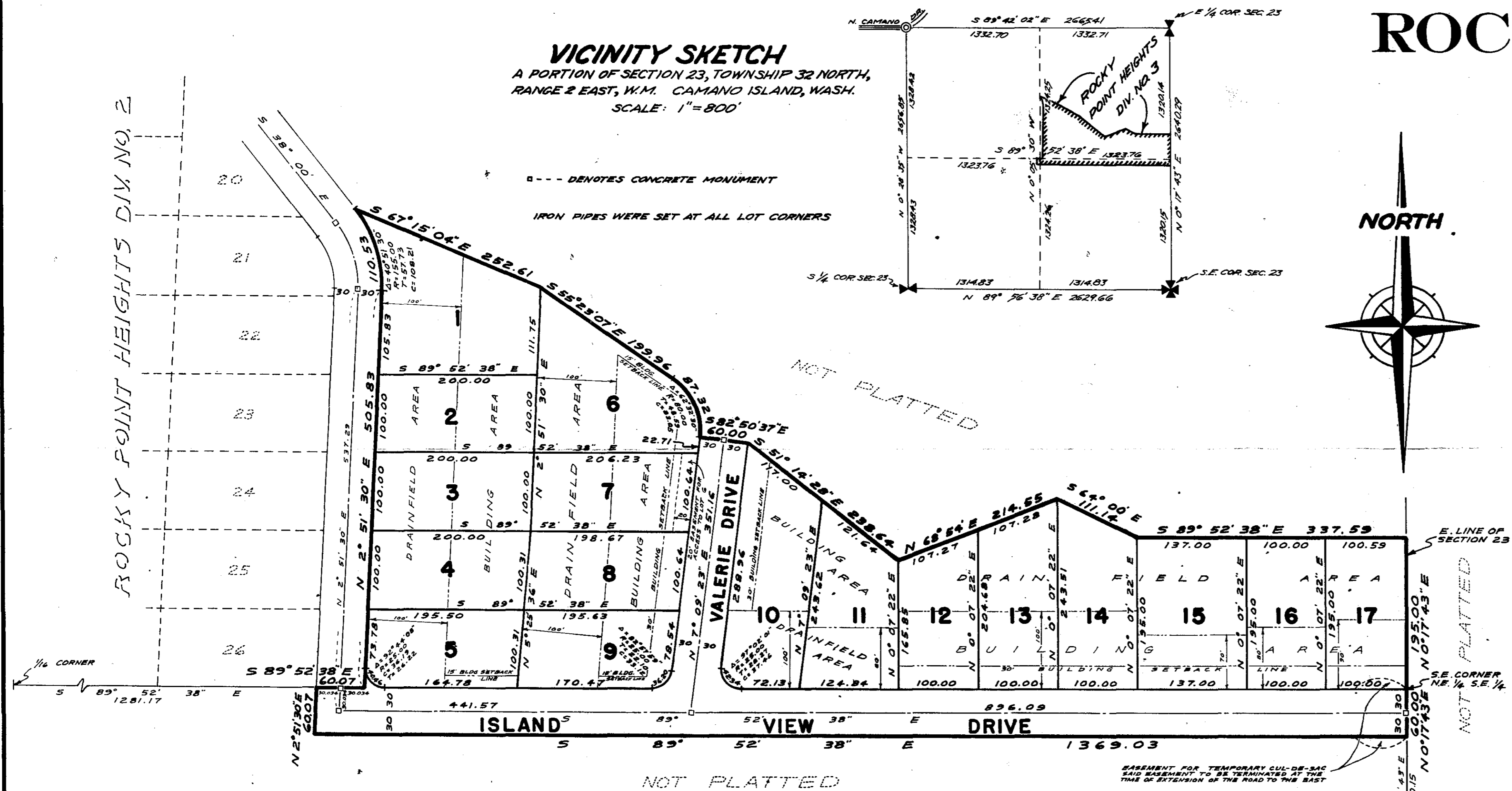
DIV. NO. 3

SECTION 23, T. 32 N., R. 2 E., W.M.

CAMANO ISLAND, WASH.

SCALE: 1" = 100'

VICINITY SKETCH
A PORTION OF SECTION 23, TOWNSHIP 32 NORTH,
RANGE 2 EAST, W.M. CAMANO ISLAND, WASH.
SCALE: 1" = 800'



DEDICATION & RESTRICTIONS

KNOW ALL MEN BY THESE PRESENTS THAT WE THE UNDERSIGNED DO HEREBY DECLARE THIS PLAT AND DEDICATE TO THE USE OF THE PUBLIC FOREVER ALL ROADS AND WAYS, EXCEPT ANY PRIVATE AND CORPORATE ROADS, SHOWN HEREON, WITH THE RIGHT TO MAKE ALL NECESSARY SLOPES FOR CUTS AND FILLS, AND THE RIGHT TO CONTINUE TO DRAIN SAID ROADS AND WAYS OVER AND ACROSS ANY LOT OR LOTS, WHERE WATER MIGHT TAKE A NATURAL COURSE, IN THE ORIGINAL REASONABLE GRADING OF THE ROADS AND WAYS SHOWN HEREON. FOLLOWING ORIGINAL REASONABLE GRADING OF ROADS AND WAYS HERON, NO DRAINAGE WATERS ON ANY LOT OR LOTS SHALL BE DIVERTED OR BLOCKED FROM THEIR NATURAL COURSE SO AS TO DISCHARGE UPON ANY PUBLIC ROAD RIGHT OF WAY, OR TO HAMPER ROAD DRAINAGE. ANY ENCLOSING OF DRAINAGE WATERS IN CULVERTS OR DRAINS OR RE-ROUTING THEREOF ACROSS ANY LOT AS MAY BE UNDERTAKEN BY OR FOR THE OWNER OF ANY LOT, SHALL BE DONE BY AND AT THE EXPENSE OF SUCH OWNER. ALL LOTS, TRACTS, OR PARCELS OF LAND EMBRACED IN THIS PLAT ARE SUBJECT TO AND SHALL BE SOLD ONLY UNDER THE FOLLOWING RESTRICTIONS: NO PERMANENT STRUCTURE OR BUILDING SHALL BE CONSTRUCTED ON ANY LOT, TRACT, OR PARCEL OF THIS PLAT CLOSER THAN 30 FEET TO THE FRONT LOT LINE. NO LOT, TRACT OR PORTION OF A LOT OR TRACT OF THIS PLAT SHALL BE DIVIDED AND SOLD OR RESOLD, OR OWNERSHIP CHANGED OR TRANSFERRED WHEREBY THE OWNERSHIP OF ANY PORTION OF THIS PLAT SHALL BE LESS THAN 7200 SQUARE FEET OR LESS THAN 60 FEET IN WIDTH AT THE BUILDING LINE. CONSTRUCTION ON ANY LOT SHALL REQUIRE A BUILDING PERMIT AND SEWAGE DISPOSAL PERMIT PRIOR TO COMMENCEMENT OF WORK. IN WITNESS WHEREOF, THIS DEDICATION IS EXECUTED ON THIS 21 DAY OF OCT A.D. 1968.

Henry Edwin Shaw
HENRY EDWIN SHAW
Patricia Ann Shaw
PATRICIA ANN SHAW
R.W. Christiansen
R.W. CHRISTIANSEN
Vesper A. Christiansen
VESPER A. CHRISTIANSEN
Richard S. Geissel
RICHARD S. GEISSEL
by Madame J. Geissel
In acting in fact

ACKNOWLEDGMENT

STATE OF WASHINGTON } ss
COUNTY OF ISLAND }
THIS IS TO CERTIFY THAT ON THE 21 DAY OF OCTOBER A.D. 1968 BEFORE ME THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR THE STATE OF WASHINGTON, DULY COMMISSIONED AND SWORN, PERSONALLY APPEARED HENRY EDWIN SHAW AND PATRICIA ANN SHAW, HIS WIFE; R.W. CHRISTIANSEN AND VESPER A. CHRISTIANSEN, HIS WIFE; AND RICHARD S. GEISSEL TO ME KNOWN TO BE THE INDIVIDUALS DESCRIBED IN AND WHO EXECUTED THE WITHIN AND FOREGOING DEDICATION AND ACKNOWLEDGED TO ME THAT THEY EXECUTED THE SAME AS THEIR 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 FIRST ABOVE WRITTEN.

Harold P. Rader
NOTARY PUBLIC IN AND FOR THE STATE OF WASHINGTON
RESIDING AT BURLINGTON, WASH.

SURVEYORS CERTIFICATE

I, HAROLD P. RADER, PROFESSIONAL LAND SURVEYOR, DO CERTIFY THAT THE PLAT OF ROCKY POINT HEIGHTS DIV. NO. 3 IS BASED ON AN ACTUAL SUBDIVISION OF SECTION 23, TWP 32 N., R. 2 E., W.M. AND THAT THE DISTANCES, COURSES AND ANGLES ARE SHOWN THEREON CORRECTLY AND THAT MONUMENTS HAVE BEEN SET AND LOT CORNERS STAKED ON THE GROUND AS SHOWN ON THE PLAT.

Harold P. Rader
HAROLD P. RADER
REGISTERED PROFESSIONAL LAND SURVEYOR

CERTIFICATE OF TITLE

Recorded DECEMBER 30 1968 File No. 216867
VOLUME 190 PAGE 168 ISLAND COUNTY, WASHINGTON.

DESCRIPTION

THE PLAT OF Rocky Point Heights Division No. 3 EMBRACES THAT PORTION OF THE SOUTHEAST ONE QUARTER OF SECTION 23, TOWNSHIP 32 NORTH, RANGE 2 EAST OF THE WILLAMETTE MERIDIAN DESCRIBED AS FOLLOWS:
BEGINNING AT THE SOUTHEAST CORNER OF LOT 26 OF THE PLAT OF Rocky Point Heights Division No. 2 AS PER PLAT RECORDED IN VOLUME 10 OF PLATS AT PAGE 32, RECORDS OF ISLAND COUNTY, WASHINGTON; THENCE S 89° 52' 38" E ALONG THE SOUTH LINE OF SAID PLAT, A DISTANCE OF 60.07 FEET; THENCE N 2° 51' 30" E ALONG THE EAST LINE OF SAID PLAT, A DISTANCE OF 505.83 FEET TO THE BEGINNING OF A CURVE TO THE LEFT HAVING A RADIUS OF 155.00 FEET; THENCE ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 40° 51' 30" AN ARC DISTANCE OF 110.53 FEET; THENCE S 67° 15' 04" E A DISTANCE OF 252.61 FEET; THENCE S 55° 23' 07" E A DISTANCE OF 199.96 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT HAVING A RADIUS OF 80.00 FEET; THENCE ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 62° 32' 30" AN ARC DISTANCE OF 87.32 FEET; THENCE S 82° 50' 37" E A DISTANCE OF 60.00 FEET; THENCE S 51° 14' 28" E A DISTANCE OF 238.64 FEET; THENCE N 68° 54' E A DISTANCE OF 214.55 FEET; THENCE S 64° 00' E A DISTANCE OF 111.14 FEET; THENCE S 89° 52' 38" E A DISTANCE OF 337.59 FEET TO THE EAST LINE OF SAID SECTION 23; THENCE S 0° 17' 43" W ALONG THE EAST LINE OF SAID SECTION 23 A DISTANCE OF 195.00 FEET TO THE S.E. CORNER OF THE N.E. 1/4 OF THE S.E. 1/4 OF SAID SECTION 23; THENCE CONTINUE S 0° 17' 43" W A DISTANCE OF 60.00 FEET; THENCE N 89° 52' 38" W A DISTANCE OF 1369.03 FEET; THENCE N 2° 51' 30" E A DISTANCE OF 60.07 FEET TO THE POINT OF BEGINNING.

PLANNING COMMISSION

APPROVED BY THE ISLAND COUNTY PLANNING COMMISSION THIS 12TH DAY OF November A.D. 1968.

Jack Thordarson
PLANNING OFFICER

COUNTY ENGINEER

APPROVED BY THE ISLAND COUNTY ENGINEER THIS 13 DAY OF November A.D. 1968.

Robert M. ...
COUNTY ENGINEER

TREASURERS CERTIFICATE

I, HARRY A. LANG, TREASURER OF ISLAND COUNTY, WASHINGTON, HEREBY CERTIFY THAT ALL TAXES ON THE PROPERTY EMBRACED IN THIS PLAT ARE FULLY PAID TO AND INCLUDING THE YEAR 1969.

Harry A. Lang COUNTY TREASURER BY *Ruth E. Zylstra*

#216868

RECORDED

FILED FOR THE RECORD AT THE REQUEST OF Pioneer National Title Co. ON DECEMBER 30 AD. 1968, AT 21 MINUTES PAST 3 O'CLOCK P.M. AND RECORDED IN VOLUME 190 OF PLATS, AT PAGE 54, RECORDS OF ISLAND COUNTY, WASHINGTON.

J.W. Libbey COUNTY AUDITOR BY *McCook* DEPUTY

APPROVALS

APPROVED BY THE BOARD OF COUNTY COMMISSIONERS THIS 16 DAY OF DECEMBER A.D. 1968.

ATTEST: *J.W. Libbey* COUNTY AUDITOR
John R. Vandergaard
J.A. Gresh BOARD OF COUNTY COMMISSIONERS

OFFICIAL SEAL OF COUNTY ENGINEER

OFFICIAL SEAL OF COUNTY TREASURER

OFFICIAL SEAL OF COUNTY AUDITOR

OFFICIAL SEAL OF SURVEYOR

OFFICIAL SEAL OF NOTARY PUBLIC



**ROCKY POINT
HEIGHTS
DIV. NO. 3**

RESTRICTIVE COVENANTS CONCERNING USE AND OCCUPANCY
OF
PLAT OF ROCKY POINT HEIGHTS, DIVISION NO. 1 & 2

HENRY EDWIN SHAW, PATRICIA ANN SHAW, R.W.CHRISTIANSEN, and VESPER

A. CHRISTIANSEN, the owners of those premises now known as the PLAT OF ROCKY POINT HEIGHTS, DIVISION NO. 1 & 2, as the same has been filed for record and accepted by the Board of County Commissioners of Island County, Washington, and recorded in Volume 10 of Plats, page 32, Island County Auditor's file No. 213529, in the office of the Island County Auditor, do hereby declare, establish and certify that the sale, use, occupancy and resale of all lots and parcels therein shall be benefited, burdened and subject to the restrictions, limitations and conditions hereinafter set forth and after the date hereof, and shall constitute covenants to run with the land according to the law and shall be binding upon each buyer, lessee, or subsequent owner therein, and their heirs, personal representatives, grantees, successors in interest, or any other persons claiming under any one of them.

1. Purpose of Restrictions.

The purpose of the restrictions, conditions and limitations herein established and set forth shall be to prevent nuisances and provide for the lawful and orderly occupation and use of premises, to establish and maintain an attractive and desirable residential area, and to protect and enhance the value of the property for each site owner. Anything tending to reduce the attractiveness and value of the Plat for residential purposes will not be permitted except as expressly mentioned and stated herein.

2. Exclusive Residential Use.

Except as otherwise provided herein, each lot in Rocky Point Heights, Division No. 1 & 2 shall be used exclusively for residential purposes. Lease of rental of more than one building on any one lot shall constitute non-residential use.

3. Construction.

The following provisions shall govern and control the architectural and construction standards for the building on any Lot.

- (a) No building shall be erected, placed, altered or maintained, except on those lots or tracts hereinafter excluding from these restrictions, other than one detached single family dwelling, the habitable main floor area of which, exclusive of garage, carport, open entries and patios, shall not be less than 1200 square feet for a one-story building; A private garage or carport for not more than three (3) cars, servants' quarters, guest house or garden house, herein termed "accessory building" may be erected thereon if used as structures strictly accessory to such building.
- (b) No such single family dwelling shall have more than one story above the ground which is not accessible from ground entrance, nor shall any such dwelling or accessory building be more than sixteen (16) feet in height, measured from its highest point on a line perpendicular to the highest point at which the natural contour of the ground

comes in contact with such dwelling or accessory building.

- (c) All buildings erected, altered or placed on premises shall be of good and substantial construction and materials, having harmony of external design with existing structures and properly located with respect to topography and finish grade elevation. Mobile dwellings, modular dwellings, and prefabricated dwellings shall not be constructed on any lot or tract controlled by these covenants. No structure of any kind shall be erected using what is commonly known as "boxed" or "sheet metal" construction unless the outside walls and roof thereof are covered with stucco, brick, stone, weatherboard, veneer, or some other suitable siding or roofing material in keeping with the purpose of this provision . All buildings must be constructed upon a closed concrete or concrete block foundation. Chimney construction must conform to Section 3702, 1961 Edition of the Uniform Building Code, published by the International Conference of Building Officials.
- (d) No house trailers shall be permitted to be placed on premises except as provided during the period of construction.
- (e) No residential structure shall be erected or placed upon any lot having an area less than 7,200 square feet. No more than one residence shall be built on any one lot. No lot shall be divided or sub-divided in any manner, unless and upon condition that all constituent portions thereof become a part of the adjoining lots, and after such subdivision, all such lots, and such lots, and boundaries of which are re-arranged, shall be 7,200 square feet or more in size.

4. Building and Design Committee.

- (a) there shall be created a building and design committee which shall be responsible for reviewing the plans or all proposed new construction, additions, or modifications. Such committee shall be responsible to ascertain that the plans and subsequent construction meet the minimum building requirements set forth in this Declaration. The primary purpose of such committee shall be to assist property owners in achieving compliance with such building restrictions. Such committee shall allow the greatest possible latitude and flexibility in the design of homes to be built on the lots in the subdivision and shall not discourage new or innovative design concepts or ideas.
- (b) The building and design committee shall consist of no less than 3 nor more than 5 members to be selected annually by the Board of Directors of the Association, with the members to be chosen for varying terms so as to achieve staggered terms and continuity of membership of such committee.
- (c) Any property owner seeking to construct a new home or other appurtenant structure, or to add to or modify any portion of the exterior of any existing home, shall submit the plans to the building and design committee for review. A modification of the home exterior will include decks, hot tub, patios, pools, and similar alterations. Construction of new structures includes equipment and material housing, dog runs, gazebos, arbors associated with landscaping, and other similar construction.
- (d) No construction, change, modification or alteration for which plans are to be submitted to the Building and Design Committee pursuant to Paragraph (c) immediately above, shall commence until the plans and specifications showing the nature, kind, shape, height, materials and location of the same shall have been submitted to and approved in writing by the Building and Design Committee considers necessary, appropriate, and relevant to maintain property values of nearby properties. In the event the Building and Design Committee fails to approve or disapprove such designs and location plan within days after such plans and specifications have been submitted to it, approval will not be required and full compliance with this section of the Declaration will be deemed

to have occurred.

- (e) Without limiting the generality of the factors to be considered by the Building and Design Committee, the following restrictions shall apply:
 - 1. Roof Slopes. The minimum roof slope allowable shall be 4 and 12. Dormers and intersecting gables maybe incorporated in the design. An "A" frame, domed roof or flat roof shall not be permitted.
 - 2. All roofing materials shall be limited to cedar shakes, asphalt or cedar shingles. all roofing materials shall be approved by the Building and Design Committee .
 - 3. Heat pumps, propane tanks, solar devices, chimney flues, hot tub pumps, swimming pool pumps and filtration systems, satellite dishes, and similarly exposed mechanical equipment shall be aesthetically concealed from view on all sides and shall be shield in such a manner as to minimize noise and safety concerns.
 - 4. Siding shall be of wood, brick, stucco, or combinations thereof and, in the case of wood, shall be stained or painted in colors approved by the Building and Design Committee in writing.
- (f) In spite of the foregoing provision, the building and Design Committee shall have no affirmative obligation to be certain that all elements of the design comply with the restrictions contained in this Declaration, and no member of the Building and Design Committee shall have any liability, responsibility, or obligation, whatsoever, for any decision or lack thereof, in the carrying out of duties as a member of such committee. Such committee and its members shall have only an advisory function, and the sole responsibility for compliance with all of the terms of this Declaration shall rest with the homeowner . Each homeowner agrees to save, defend, and hold harmless the Building and Design committee and each of its members on account of any activities of the Building and Design Committee relating to such owner's property or buildings to be constructed on his or her property.
- (g) The Building and Design Committee, if it observes deviations from or lack of compliance with the provisions and this Declaration, shall report such deviations or lack of compliance to the Board of Directors of the Association for appropriate action.

4. Waste Disposal.

All toilets and lavatories shall be located indoors within the main dwelling or accessory buildings, as the case may be, and shall be connected to underground pipes leading to outside septic tanks in full compliance with all applicable statutes, codes, or ordinances. Approval of such installation shall be obtained from the Island County or State of Washington authority having jurisdiction thereof. At such time as a public or community sewage system may be installed, the owner, his successors, or assigns, shall connect the premises therewith.

5. Set Back.

To avoid crowding of buildings, unnecessary obstruction of views and in order to generally maintain a neat and orderly appearance throughout the plat, no dwelling or accessory building, including porches and overhangs of any roof, shall be closer than five (5) feet to any boundary of the building site, nor closer than twenty (20) feet from any dedicated public way, specifically exclusive however of access easements.

6. Construction Period - Occupancy.

The following provisions shall govern and control the period for the completion of construction and time of occupancy:

- (a) The construction of any building shall be prosecuted diligently and continuously from the commencement thereof. The finished exterior of such building must be completed within one (1) year from commencement of construction. The term "finished exterior" is defined to mean that state of completion of the exterior decoration and painting, varnishing or staining, etc., to the extent that the materials used naturally and normally lend themselves to finishing.
- (b) Placement of any building materials on the lot shall constitute commencement of construction.
- (c) No permanent building shall be occupied as a residence until the exterior thereof shall have been enclosed and substantially completed. Any temporary structure for the storage of tools and materials during the construction period must be removed immediately upon completion of construction. No other buildings, structures, or mobile home trailer of any kind shall be erected or maintained on any lot prior to the erection of the main dwelling house thereon, PROVIDED, that a mobile home trailer, permanent garage or guest house may be occupied as a temporary residence for not more than twelve (12) months during the time construction is actually in progress, if adequate provision for waste and sewage disposal is made. If occupied longer than three (3) months, such temporary residence shall be connected to a proper and adequate septic tank approved by health authorities.

7. Fuel Storage.

Any facility for storing oil, liquid gas, wood, or other fuel shall be (a) below ground, or (b) so constructed as to be an integral part of the main dwelling or accessory building, or (c) concealed from outside view.

8. Garbage and Refuse.

A closed sanitary container for the temporary storage of garbage and refuse, which shall be enclosed in a fly-proof ventilated box or sunken container, shall be maintained in connection with each dwelling. All garbage and refuse shall be regularly removed and disposed of away from the plat area. Outside incinerators are not permitted.

9. External Appearance - Landscaping.

The owner or other occupant of each building site upon which a dwelling has been constructed shall maintain the premises in a neat, clean and orderly condition. Upon completion of dwelling, that portion of the site not devoted to building, driveway, parking areas and walks shall be seeded and suitably planted. No planted hedge or fence shall be allowed to grow or be constructed to a height in excess of six (6) feet. All lots shall be kept reasonably free from noxious weeds and excessive growth of vegetation. The unreasonable impairment of view by excessive growth of vegetation shall not be permitted.

10. Trees.

The care and maintenance of trees on any lot or tract shall be the responsibility of the owner thereof. For the purpose of this paragraph, a contract purchaser of any lot or tract shall be considered the owner to the exclusion of the contract vendor.

11. Offensive Use of Property.

No Noxious, illegal or offensive use of land or building shall be carried on upon any lot, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood. No goods, equipment, trucks, vehicles or other paraphernalia used or intended for use in connection with any business, service or trade shall be kept or stored in the open on any lot in the plat in quantities or in a manner which is unsightly or reasonably objectionable to the other owners of property in the vicinity and no sign, billboard or advertising device, save those used advertising the sale of property, shall be placed or maintained upon any lot or building within the plat.

12. Animals.

Cats and dogs or other household pets, not exceeding a total of four (4) in number (except for litters for a period of ninety (90) days shall be permitted but must be kept on the premises of the owner and may not be kept or maintained for any commercial purpose. No other animals, livestock, or poultry of any kind shall be permitted or maintained on any of said property at any time. Not more than one accessory building shall be permitted for use in housing such pets and any such building shall be located not less than thirty (30) feet from any place of human habitation other than the owners' home.

13. Enforcement.

- a. If any person shall violate or attempt to violate any of the covenants herein contained, it shall be lawful for any other person or persons owning or having an interest in any real property situated in Rocky Point Heights, Division No 1 & 2 , including the Rocky Point Heights Community Club, to prosecute any proceedings at law or equity against the person or persons violating or attempting to violate any such covenants and either to prevent him or them from doing so or to recover damages arising from such violations or attempted violations .
- b.
 1. Notification of violations will be in the form of a certified letter to the owner of properties where violations exist.
 2. Require corrective action to be taken within thirty (30) days of receipt of notification.
 3. All costs incurred to enforce compliance will be the responsibility of the property owner in violation. This charge can become a lien against the property of said property owner until paid.

14. Relaxation or Departure.

The Board of Trustees of Rocky Point Heights Community Club, a non-profit corporation, shall have the jurisdiction , upon reasonable notice and request of any building site owner involved to permit relaxation or departure from the provisions set forth in Sections 3 (a), 3 (b), and 3 (e) pertaining to building size, height and building site area, Section 5 pertaining to set-back restrictions, and hedge or fence size restrictions ass contained in Section 9, upon a showing that there shall be no injury or harm to ownership of other property ownerships within the plat, and that such relaxation or departure does not adversely affect the harmonious development of the entire plat. In case the Board of Trustees grant such relaxation or departure, they shall cause to be executed by the President and Secretary an instrument in writing duly acknowledged in the form required of deeds, which shall set forth the nature of the departure from the aforementioned restrictions, and the same shall be filed for record by the property owner concerned in the office of the Auditor of Island County, Washington. In the event any property owner feels aggrieved by the decisions of the Board of Trustees, he shall have the right to have submitted to arbitration, whereby the Board of Trustees shall appoint one arbitrator, the property owner involved protesting the determination of the Board of Trustees shall

appoint another, and the two thus appointed shall appoint a third, and the three thus chosen shall proceed to arbitrate the matter, and the decision shall be binding on all partes. One-half the cost of arbitration shall be borne by the property owner protesting the Board of Trustee's decision, and the other half be borne by the person requesting departure or relaxation of the restriction .

15. Terms of Restrictions.

These covenants shall run with the land and shall be binding in perpetuity upon owners, their successors and or assigns. These restrictions may be changed in whole or in part by the execution of an instrument in writing making such changes, acknowledged in the manner required by law for deeds, executed by the owners of 75% of the lot owners in Rocky Point Heights, Divisions No. 1 & 2, upon which lots a dwelling shall have been erected and in existence at the time of such change.

16. Saving Clause.

Invalidation of any one or more of these covenants by a court of competent jurisdiction shall in no way affect any of the other provisions which shall remain in full force and effect.

17. Acceptance by Rocky Point Heights Community Club.

Rocky Point Heights Community Club, a Washington Corporation, agrees to accept the benefits and burdens described herein and the jurisdiction to act with respect to enforcement of theses restrictive covenants and the relaxation or departure provisions set forth in Section 14.

IN WITNESS WHEREOF, HENRY EDWIN SHAW, PATRICIA ANN SHAW, R. W. CHRISTIANSEN and VESPER A. CHRISTIANSEN and ROCKY POINT HEIGHTS COMMUNITY CLUB have caused this instrument to be executed by the proper officers, and the corporate seal of the ROCKY POINT HEIGHTS COMMUNITY CLUB hereinto, affixed, this 10th day of Sept, 1968

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BYLAWS
OF
COMBINED WATER SYSTEM

The following are Bylaws of Combined Water System, a corporation (the "Corporation") organized under the Washington Nonprofit Corporation Act (RCW 24.03). These Bylaws provide for operation of a combined water system (the "Combined Water System") that serves the Plat of Brentwood, the Plats of Rocky Point Heights, certain other properties described in the Combined Water System Agreement between Brentwood Homeowners' Association (the "Brentwood HOA") and Rocky Point Heights Community Club (the "Rocky Point Heights CC") dated January 19, 1996, as amended (the "CWS Agreement"), and such other properties as may be approved by the Board of Directors (the "Board") for the Corporation (the "Combined Service Area").

ARTICLE 1. MEMBERSHIP; VOTING.

Section 1.1 Membership. The members are the owners of property within the Combined Service Area that are served or are entitled to be served by the Combined Water System. Corporations, partnerships, limited liability companies, and other legal entities, trustees under an express trust, and other fiduciaries, as well as natural persons may be members of the Corporation.

Section 1.2 Number of Votes. The total voting power of the members equals the number of lots within the Combined Service Area and the total number of votes available to each member shall be equal to one vote for each lot owned by the member.

Section 1.3 Multiple Owners. If only one of the multiple Owners of a Lot is present at a meeting of the Corporation, the Owner is entitled to cast the vote allocated to that Lot. If more than one of the multiple Owners are present, the vote allocated to that Lot may be cast only in accordance with the agreement of a majority in interest of the multiple Owners. There is majority agreement if any one of the multiple Owners casts the vote allocated to that Lot without protest being made promptly to the person presiding over the meeting by any of the other Owners of the Lot.

Section 1.4 Proxies. The vote allocated to a lot may be cast pursuant to a duly executed proxy. If a Lot is owned by more than one person, each Owner of a Lot may vote or register protest to the casting of votes by the other Owners of the Lot through a duly executed proxy. An Owner may not revoke a proxy given pursuant to this Section except by actual notice of revocation to the person presiding over a meeting of the Corporation. A proxy is void if it is not dated or purports to be revocable without notice. A proxy is valid only for the meeting for which it is filed unless it specifies a longer period not to exceed 11 months after its date.

ARTICLE 2. MEETINGS OF MEMBERS.

Section 2.1 Place. Meetings of the members of the Corporation shall be held at such suitable place as may be convenient to the members and designated from time to time by the Board.

Section 2.2 Annual Meeting. The annual meeting of the Corporation shall be held in the first quarter of each fiscal year on a date fixed by the Board, which shall not be less than 14 nor more than 60 days after notice of the meeting is given to the members.

Section 2.3 Special Meetings. A special meeting of the Corporation may be called by the Board or upon the written request of members holding 25 percent of the votes in the Corporation. The date for the meeting shall be set by the Board, which shall be not less than 14 nor more than 60 days after notice of the meeting is given to the members. No business shall be transacted at a special meeting except as stated in the notice given therefor unless consented to by all of the members present in person or by proxy.

Section 2.4 Budget Meeting. Within 30 days after adoption of any proposed budget for the Corporation, the Board shall provide a summary of the budget to all of the members and set a date for a meeting of the members to consider ratification of the budget, which shall be not less than 14 nor more than 60 days after mailing the summary. Unless at the meeting members holding a majority of the votes in the Corporation vote to reject the budget, the budget is ratified, whether or not a quorum is present for the meeting. In the event the proposed budget is rejected or the required notice for the meeting is not given, the budget last ratified by the Owners shall be continued until a budget proposed by the Board is ratified.

Section 2.5 Notice of Meetings. It shall be the duty of the secretary to give notice of each annual and special meeting such notice shall be hand-delivered or sent prepaid by first-class United States mail to the mailing address of each member or by electronic transmission to members who have consented in writing or by electronic transmission to receive notices by electronic transmission designating the address to which electronic notices should be sent. The notice of any meeting shall state the time and place of the meeting and the items on the agenda to be voted on by the members. Before any meeting, any member may, in writing, waive notice of such meeting. Attendance by a member at a meeting shall be a waiver by the member of timely and adequate notice unless the member expressly challenges the notice when the meeting begins.

Section 2.6 Quorum. The presence in person or by proxy of members holding 25% of the votes shall be required to constitute a quorum for the transaction of business at any meeting of members of the Corporation, other than a budget meeting.

Section 2.7 Adjournment of Meetings. If any meeting of members cannot be organized because a quorum has not attended, the members present, in person or by proxy, may adjourn the meeting to a time not less than 48 hours from the time the original meeting was called.

Section 2.8 Majority Vote. With the approval of the Board and the Association Boards (as defined in Section 3.1 hereof), matters may be submitted to the members of the Corporation for their approval. Except as otherwise provided in the CWS Agreement, passage of any matter submitted to vote at a meeting where a quorum is present shall require the affirmative vote of at least 51% of the votes present.

ARTICLE 3. BOARD OF DIRECTORS.

Section 3.1 Number and Term. There shall be four directors on the board of directors of the Corporation (the "Board"), who shall be appointed by the members as follows: the boards of directors of Brentwood HOA and Rocky Point Heights CC (each, the "Association Board" and, collectively, the "Association Boards") shall each appoint two directors who shall serve at the pleasure of the Association Board making the appointment.

Section 3.2 Powers and Duties. All powers of the corporation shall be exercised by and under the authority of the Board, subject to the limitations of the Articles, these Bylaws, the CWS Agreement (as amended) and the laws of the State of Washington.

Section 3.3 Vacancies. Any vacancy on the Board shall be filled by appointment by the Association Board entitled to appoint a director to the vacant position.

Section 3.4 Removal of directors. At any time, an Association Board may remove the director appointed by that Association Board, with or without cause.

Section 3.5 Compensation. No compensation shall be paid to directors for their services as directors.

Section 3.6 Regular Meetings. Regular meetings of the Board may be held at such time and place as shall be determined from time to time by the president. Notice of regular meetings of the Board shall be given to each director personally or by mail, telephone, or electronic transmission, at least three days before the day fixed for the meeting.

Section 3.7 Special Meetings. Special meetings of the Board may be called by the president on three days' notice to each director, given personally or by mail, telephone, or electronic transmission, which notice shall state the time, place, and purpose of the meeting. Special meetings of the Board may be called by any director in like manner and on like notice.

Section 3.8 Waiver of Notice. Before any meeting of the Board, any director may, in writing, waive notice of such meeting. Attendance by a director at any meeting of the Board shall be a waiver by the director of timely and adequate notice unless the director expressly challenges the notice when the meeting begins. If all directors are present at any meeting of the Board, no notice shall be required and any business may be transacted at the meeting.

Section 3.9 Majority Decision; Dispute Resolution. All actions of the Board shall require the approval of at least three directors, provided, however, that in the event that two directors approve a proposed action and two directors disapprove the action and/or fail to vote (a "Dispute"), then upon the request of any director the Dispute shall be referred to the boards of directors of Brentwood HOA and Rocky Point Heights CC who shall, through designated representatives (the "Designated Representatives"), meet within 10 days of the request, summarize in writing the nature and extent of the Dispute and make every reasonable attempt to resolve it. If they are unable to resolve the Dispute within 10 days of the request, the Designated Representatives shall mutually select and appoint a third party advisor (the "Advisor") to advise them on the Dispute. If the Dispute is one that affects or jeopardizes the operation and management of the CWS, the Advisor shall be a licensed engineer familiar with the CWS. If the Dispute is legal in nature, the Advisor shall be lawyer with at least 5 years experience in real estate or community association law or an organization, such as a Dispute Resolution Center experienced in resolving differences between parties. If the Designated Representatives are unable to agree upon the selection of the Advisor, then the selection shall be made by the Presiding Judge of the Island County Superior Court upon the petition of any Designated Representative.

To facilitate resolution of the Dispute, the Advisor initially shall present a non-binding advisory recommendation to the Designated Representatives at a meeting. Upon review of Advisor's recommendation and any additional information the Designated Representatives desire to present, the Designated Representatives shall again vote on the Dispute. If they do not unanimously approve or disapprove the proposed action after such presentation, then, upon the request of Designated

Representatives, the Advisor shall arbitrate the matter at the meeting as it may be continued according to any lawful and reasonable practices and procedures as the Advisor may approve, and the decision of the Advisor shall be in writing delivered to the Designated Representatives and the Board. As provided in the CWS Agreement, the decision of the Advisor is not final and binding and any director or Designated Representative may seek de novo review of the Dispute in Island County Superior Court. The prevailing party in such action shall at the discretion of the trial court be entitled to reasonable attorney's fees.

Section 3.10 Action by Directors Without a Meeting. Any action required or permitted to be taken at a meeting of the Board may be taken (a) without a meeting if a written consent setting forth the action to be taken is signed by every director, with the written consent being inserted in the minute book as if it were the minutes of a meeting of the Board; or (b) by communicating simultaneously with all directors by means of a conference telephone or similar communications equipment, with minutes of such simultaneous communications being inserted in the minute book as if it were the minutes of a physical meeting of the Board.

ARTICLE 4. OFFICERS.

Section 4.1 Designation. The principal officers of the Corporation shall be a president, a vice president, a secretary, and a treasurer, all of whom shall be elected by the Board. Two or more offices may be held by the same person, except that a person may not hold the offices of president and secretary simultaneously.

Section 4.2 Election of Officers. The officers of the Corporation shall be elected annually by the Board at the first Board meeting after the annual meeting of the Corporation. They shall hold office at the pleasure of the Board.

Section 4.3 Removal of Officers. At any regular meeting of the Board or at any special meeting of the Board called for such purpose, upon the affirmative vote of the members of the Board, any officer may be removed, either with or without cause. A successor to the removed officer may be elected at any such meeting.

Section 4.4 President. The president shall be the chief executive officer of the Corporation. The president shall preside at all meetings of the Corporation and of the Board and shall have all powers and duties usually vested in the office of the president.

Section 4.5 Vice President. The vice president shall perform the duties of the president when the president is absent or unable to act, and shall perform such other duties as may be prescribed by the Board.

Section 4.6 Secretary. The secretary shall keep the minutes of all meetings of the Board and of the Corporation and shall have custody of the business records of the Board and the Corporation, other than financial records kept by the treasurer. The secretary shall also perform such other duties as may be prescribed by the Board.

Section 4.7 Treasurer. The treasurer shall have responsibility for Corporation funds and securities and shall be responsible for keeping full and accurate accounts of all receipts and disbursements in books belonging to the Corporation.

ARTICLE 5. OPERATION AND MANAGEMENT OF COMBINED WATER SYSTEM

Section 5.1 Management; Business Practices. The Board shall be responsible for the management of the Combined Water System. It shall make all decisions in connection with the operation of Combined Water System in accordance with authority granted by the Association Boards, the CWS Agreement and these Bylaws.

Section 5.2 Business Practices. The Board shall design, maintain, update and implement operational business practices for Combined Water System. Such business practices shall include but not be limited to (a) rate structures, fees and late payment and collection policies; (b) water allotments; (c) meter reading; (d) billing schedules and format; (e) leak policy; (f) connection control and charges; (g) water verification form control; (h) cross connection control; and (i) connection service agreements.

Section 5.3 Water Management Company. The Board shall hire a professional firm experienced with water management (the "Water Management Company") to assist it in operating and managing the Combined Water System. The contract shall be on an annual renewable basis shall cover, among other things, the following items:

5.3.1 Keeping Combined Water System is in compliance with all Island County and State of Washington regulatory requirements;

5.3.2 Maintaining equipment and infrastructure for the Combined Water System in good and serviceable condition;

5.3.3 Customer service, meter reading, billing, collection and banking activities;

5.3.4 Reporting, advising and implementing of specific business practices approved by the Board; and

5.3.5 Managing the Combined Water System in accordance with Board policies.

Section 5.4 Bookkeeping. Unless provided by the Water Management Company, the Board shall hire professional bookkeeping assistance to provide and maintain detailed financial records, assist in the development of annual and long-range financial plans and to assist in the normal accounts payable activities of the Combined Water System.

Section 5.5 Water Service and Connection Charges. The Board shall establish water service charges for all owners of (a) lots in Brentwood and Rocky Point Heights, (b) other properties described in the CWS Agreement, (c) other properties to which Brentwood HOA and Rocky Point Heights CC have agreed to provide water service and (d) other properties to which the Corporation hereafter agrees to provide water service within the Combined Service Area. Charges may be equal flat fees or based on usage if there are meters for determining usage or a combination thereof. The Corporation may establish connection fees for installation of meters and commencement of water service. The Corporation shall have all remedies at law and equity for collection of water service and connection charges, including termination of water service after notice. With respect to owners of lots in Brentwood and Rocky Point Heights, the obligation to pay water service charges shall also be considered as part of their assessment obligations to the Brentwood HOA and Rocky Point Heights CC through their respective recorded covenants, articles and/or bylaws. The Combined Water System Agreement, Memorandums of Understanding and other agreements relating to the CWS establish that the charges/assessments for water

service shall be the same for all members of the Corporation whether their lots are within the Plats or outside the Plats.

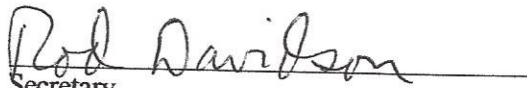
Section 5.6 Budgets. The Board shall establish budgets and charges for the operation of the Combined Water System. The rate structure shall recognize the nonprofit status of the Corporation, and will account for all expenses associated with the operation, maintenance, repair, replacement, management, insurance, and improvement of the Combined Water System, including but not limited to the cost of acquiring additional wells or other sources of water necessary to serve Customers within the Corporation's service area. The budget and charges shall include reserves reasonably necessary for replacement and improvement of the Combined Water System infrastructure and should encourage conservation strategies consistent with the Corporation's desire to be a good steward of a limited natural resource.

Section 5.7 Records, Funds and Reports. The Board shall cause to be kept complete, detailed, and accurate books and records of the receipts and expenditures of the Corporation, in a form that complies with generally accepted accounting principles. The Board shall establish the necessary funds or accounts to provide properly for the operation and maintenance of the Combined Water System. The Board shall provide on an annual basis detailed financial reporting, including a current balance sheet and annual budget, as well as a general report on the status and plans for the Combined Water System. Additionally, the Board shall provide interim reports, notices and/or host meetings as may be needed or required. The books and records, authorizations for payment of expenditures, and all contracts, documents, papers, and other records of the Corporation shall be available for examination by the members or their agents during normal business hours and at any other reasonable time or times.

ARTICLE 6. AMENDMENTS.

These Bylaws may be amended by the Board with the approval of the Association Boards.

The foregoing Bylaws were adopted as of June 23, 2010, by consent in lieu of the organizational meeting of the Corporation.


Secretary