

RESTRICTIVE COVENANTS
OF
HOLMES HARBOR ESTATES, INC.

HOLMES HARBOR ESTATES, INC., being the owner of all the property of Plat of Holmes Harbor Estates, Inc., Island County, State of Washington, as recorded in Volume 7 of Plats, page 39, records of said county, hereby places the following covenants and restrictions as servitude upon the lands in said plat for the general benefit of all property owners in said plat, and for the following general purposes: To insure the attractiveness of said plat for residential purposes only; the prevention of nuisances; and to secure to each building site owner the full benefit and enjoyment of his home with a minimum of restrictions upon the free and undisturbed use of same than is necessary to insure like advantages to other owners.

I - RESIDENTIAL AREA

The covenants and restrictions herein contained shall apply to the entire Plat of Holmes Harbor Estates, Inc., for the purpose of creating a protected residential area.

II - LAND USE AND BUILDING TYPE

Each lot shall be used for residential purposes, save and except those lots designated in the plat as community recreation, parking, clubhouse, water system or reserve areas. No building shall be erected, altered, placed or permitted to remain on any lot, except those specifically excluded, that does not comprise a single family dwelling. "Accessory buildings", defined as a private garage or carport for not more than two cars, may be built as accessory to a single family dwelling. No building lot shall be used for a business or mercantile use, but rental of any dwelling for solely residential purposes shall not constitute a business or commercial use, but rental of any accessory building separate and apart from the principal single family dwelling shall constitute a commercial use and is prohibited.

III - ARCHITECTURAL CONTROL

No building shall be erected, placed or altered on any lot until the construction plans and specifications and a plan showing the location of structure or structures on said lot have been approved by the Architectural Control Committee as to design and harmony of external design with existing structures. All fences, walls, hedges, shrub planting or other screening shall be subject to similar approval, but in no event shall measure in height more than six (6) feet.

IV - DWELLING COST, QUALITY AND SIZE

No dwelling may be erected, altered, placed or permitted to

remain on any lot having a floor area less than eight hundred (800) square feet, exclusive of any accessory building.

The construction of all buildings erected, altered, placed or permitted to remain upon lots shall be of good and substantial type of construction and not of solid wall construction, unless approved by the Architectural Control Committee. All chimneys shall equal or better the specifications of the National Board of Fire Underwriters.

The exteriors of all dwellings and accessory buildings shall be completed, including finish, stain, paint, etc., within a period of nine (9) months from the beginning of construction.

Placement of any building material on the lot shall determine the date of commencement of such construction.

V - DWELLING LOCATION

No dwelling or accessory building shall be placed closer than twenty-five (25) feet to the front property line as established by plat nor closer than twenty (20) feet to the rear property line, nor closer than five (5) feet to the side lines of any lot. Any variation from these distances shall be subject to the approval of the Architectural Control Committee. The same restrictions shall apply to any accessory buildings.

VI - HEIGHT RESTRICTIONS

No dwelling or accessory building shall exceed one and one-half stories in height, but any dwelling or accessory building over one story in height must be approved by the Architectural Control Committee and said committee shall determine its placement on the lot.

VII - EASEMENTS

Easements for installation and maintenance of water, utility, an drainage facilities are reserved and subject to the right of same across any lot including the rights of such private or public utility companies to install same, erect guy wires and poles, etc., where same are reasonably necessary in the public interest, including the right to make necessary installations, repairs and replacements.

VIII - NUISANCES

No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may or may become

an annoyance, or nuisance to the other residents, including the shooting of firearms.

IX - TEMPORARY STRUCTURES

No structure of temporary character, including trailers, tents, garages, etc., shall be occupied or used as a temporary or permanent residence, except that such structure may be occupied for a period not exceeding nine (9) months while a permanent dwelling is being constructed and such temporary structure shall be connected to a proper and adequate septic tank. No permanent dwelling shall be occupied or continued to be occupied unless within ninety (90) days after water service shall become available, such dwelling shall have been connected with a sewer or a septic tank which has been installed and approved by the Island County Health Department. Holmes Harbor Estates, Inc., shall be entitled to place a temporary or permanent structure on any lot in said plat for use as a sales office until all platted lots have been sold.

X - GARBAGE DISPOSAL

A closed sanitary container for the temporary storage of garbage and refuse, which container shall be enclosed in a fly-proof ventilated box or a sunken container, shall be maintained in conjunction with each permanent and/or temporary dwelling and such garbage or refuse shall be removed and disposed of from said container at least once weekly.

XI - STORAGE TANKS

All tanks for storage of fuel of any nature for heating and/or cooking shall be buried below the surface of the ground or installed within an enclosure integral with each permanent and/or temporary dwelling. In the event that liquid gas tanks shall be utilized they shall be so placed as to not impair the landscaping and general appearance of the neighborhood.

XII - NEATNESS AND CLEANLINESS OF LOT

The owner of each building site and/or lot shall keep said lot in a neat, clean and orderly condition. In the event that an owner shall breach these restrictions or any other covenants or restrictions, the Architectural Control Committee shall have the power to notify said owner in writing of said breach and providing further that the conditions complained of shall be alleviated by said owner within thirty (30) days of the mailing of said notice to said owner's last know address. In the event that said conditions are not properly remedied at the termination of said thirty-day period, the Architectural Control Committee

shall be empowered to expend any sums necessary to alleviate and remedy said conditions. The cost of same shall be at the owner's sole expense and shall constitute a lien against said lot and until repaid by said owner to the Architectural Control Committee shall bear interest at the maximum rate per annum allowed by law.

XIII - LIVESTOCK AND POULTRY, ETC.

No animals, livestock or poultry of any kind shall be kept, raised, bred or tolerated on any building site except that cats and dogs may be kept as household pets if properly restrained and not bothersome to other residents, but not for any commercial purposes.

XIV - SIGNS

No sign of any kind shall be displayed to the public view on any lot except one professional sign of not more than one (1) square foot advertising the property for sale or rent, or larger signs used by a builder to advertise the property during the construction and sales period, except that Holmes Harbor Estates, Inc., can erect and maintain any size sign until all platted lots are sold.

XV - OIL AND MINING OPERATIONS

No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any lot.

XVI - WATER SUPPLY

No individual water supply system shall be permitted upon any lot.

XVII - PROTECTIVE SCREENING

Protective screening shall be allowed around those areas and lots designated as community recreation lots, club house and parking areas.

XVIII - SIGHT DISTANCE AT INTERSECTIONS

No fence, wall, hedge, shrub planting or other screening which obstructs sight lines at any intersections of any county or private road within said plat shall be allowed. Any controversy

XX - STATUTES, ORDINANCES, REGULATIONS

Statutes, ordinances and regulations of the State of Washington, the County of Island, or any other public authorities having jurisdiction of the land encompassed by Holmes Harbor Estates, Inc., are hereby declared to be and are imposed upon said land with the same effect as if set forth in full in this declaration; provided, however, that no such zoning or other ordinances shall have retroactive effect with respect to land sold by Holmes Harbor Estates, Inc., or their successors in interest.

XXI - GENERAL PROVISIONS

The restrictions and servitudes herein contained shall in all cases constitute covenants running with the land as provided by law and shall be binding upon Holmes Harbor Estates, Inc., as well as all persons, firms and corporations obtaining title or interest of any kind in and to property contained in the plat of Holmes Harbor Estates, Inc.

The building and use restrictions herein contained may be enforceable by any lot owner by means of proceedings at law or in equity against any person, firm or corporation violating or attempting to violate said restrictions or any portions thereof. Such persons may recover damages for such violations or the violations may be enjoined concerning the use of any structure or structures.

Should any limitation, restriction, servitude or use or any provisions herein described be declared invalid or unenforceable by any Court or governmental body having jurisdiction, it shall in no manner affect any other section or provision herein, all of which shall continue to remain in full force and effect.

The covenants shall be binding on all parties and all persons claiming under them for a period of twenty-five (25) years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by a majority of the then owners of the platted lots has been recorded, agreeing to change such covenants in whole or in part.

DATED this 15th day of June, 1962.

HOLMES HARBOR ESTATES, INC.
Signed on original copy by:

W. Hulbert, Jr. - President
Jack Youngberg - Secretary
Van D. and Wilhelmina Slaughenhaupt

AMENDMENTS TO RESTRICTIVE COVENANTS,
OF
HOLMES HARBOR ESTATES, INC.

The undersigned being all of the property owners of Holmes Harbor Estates, Inc., hereby convey and quit claim and agree, one with the other, that the restrictive covenants of the Plat of Holmes Harbor Estates, Inc., the same being recorded June 18, 1962 under Auditor's File No. 145224, records of Island County, State of Washington, be and the same are hereby amended to read as follows:

I - RESIDENTIAL AREA

The covenants and restrictions herein contained shall apply to the entire Plat of Holmes Harbor Estates, Inc., for the purpose of creating a protected residential area.

II - LAND USE AND BUILDING TYPE

Each lot shall be used for residential purposes, except the well site. No building shall be erected, altered, placed or permitted to remain on any lot, except those specifically excluded, that does not comprise a single family dwelling. "Accessory buildings", defined as a private garage or carport for not more than two cars, may be built as accessory to a single family dwelling. No building lot shall be used for a business or mercantile use, but rental of any dwelling for solely residential purposes shall not constitute a business or commercial use, but rental of any accessory building separate and apart from the principal single family dwelling shall constitute a commercial use and is prohibited.

III - DWELLING COST, QUALITY AND SIZE

No dwelling may be erected, altered, placed or permitted to remain on any lot having a floor area less than seven hundred (700) square feet, exclusive of any accessory building.

The construction of any buildings erected, altered, placed or permitted to remain upon lots shall be of good and substantial type of construction. All chimneys shall equal or better the specifications of the National Board of Fire Underwriters. The exteriors of all dwellings and accessory buildings shall be completed, including finish, stain, paint, etc., within a period of nine (9) months from the beginning of construction.

Placement of any building material on the lot shall determine the date of commencement of such construction.

IV - DWELLING LOCATION

No dwelling or accessory building shall be placed closer than twenty (20) feet to the front property line as established by plat nor closer than ten (10) feet to the rear property line, nor closer than five (5) feet to the side lines of any lot. The same restrictions shall apply to any accessory building.

V - HEIGHT RESTRICTIONS

No dwelling or accessory building shall exceed fifteen (15) feet in height. This restriction shall not apply to Lots 9 through 19, block 9 and Lots 16 through 23, Block 5 and all of Block 7.

VI - EASEMENTS

Easements for installation and maintenance of water, utility and drainage facilities are reserved and subject to the rights of same across the rear and side lot lines of any lot to make necessary installations, repairs and replacements.

VII - NUISANCES

No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may or may become an annoyance, or nuisance to other residents, including the shooting of firearms.

VIII - TEMPORARY STRUCTURES

No structure of temporary character, including trailers, tents, garages, etc., shall be occupied or used as a temporary or permanent residence, except that such structure may be occupied for a period not exceeding twelve (12) months while a permanent dwelling is being constructed and such temporary structure shall be connected to a proper and adequate septic tank. No permanent dwelling shall be occupied or continued to be occupied unless within ninety (90) days after water service shall become available, such dwelling shall have been connected with a sewer or a septic tank which has been installed and approved by the Island County Health Department.

On Lots 2 through 17, Block 1, and all of Block 2 of said Plat, trailers over 24 feet in length may be used as a residence.

IX - GARBAGE DISPOSAL

A closed sanitary container for the temporary storage of garbage and refuse, shall be maintained in conjunction with each permanent and/or temporary dwelling and such garbage or refuse shall be removed and disposed of from said container at least once weekly.

X - STORAGE TANKS

All tanks for storage of fuel of any nature for heating and/or cooking shall be buried below the surface of the ground or installed within an enclosure integral with each permanent and/or temporary dwelling. In the event that liquid gas tanks shall be utilized they shall be so placed as to not impair the landscaping and general appearance of the neighborhood.

XI - LIVESTOCK AND POULTRY, ETC.

No animals, livestock or poultry of any kind shall be kept, raised, bred or tolerated on any building site except that cats and dogs may be kept as household pets if properly restrained and not bothersome to other residents, but not for any commercial purposes.

XII - SIGNS

No sign of any kind shall be displayed to the public view on any lot except one professional sign of not more than one (1) square foot advertising the property for sale or rent, or larger signs used by a builder to advertise the property during the construction and sales period; except that Holmes Harbor Estates, Inc., can erect and maintain any size sign until all platted lots are sold.

XIII - OIL AND MINING OPERATIONS

No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any lot.

XIV - WATER SUPPLY

No individual water supply system shall be permitted on any lot.

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XV - SIGHT DISTANCE AT INTERSECTIONS

No fence, wall, hedge, shrub planting or other screening which obstructs sight lines at any intersections of any county or private road within said plat shall be allowed.

XVI - GENERAL PROVISIONS

The restrictions and servitudes herein contained shall in all cases constitute covenants running with the land as provided by law and shall be binding upon Holmes Harbor Estates, Inc., as well as all persons, firms or corporations obtaining title or interest of any kind in and to property contained in the plat of Holmes Harbor, Inc.

The building and use restrictions herein contained may be enforceable by any lot owner by means of proceedings at law or in equity against any person, firm or corporation violating or attempting to violate said restrictions or any portions thereof. Such persons may recover damages for such violations or the violations may be enjoined concerning the use of any structure or structures.

Should any limitation, restriction, servitude or use or any provisions herein described be declared invalid or unenforceable by any Court of Governmental body having jurisdiction, it shall in no manner affect any other section or provision herein, all of which shall continue to remain in full force and effect.

These covenants shall be binding on all parties and all persons claiming under them for a period of twenty-five (25) years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by a majority of the then owners of the platted lots has been recorded agreeing to change such covenants in whole or in part.

DATED this 14th day of September, 1964.

Signed on original copy by:

HOLMES HARBOR ESTATES, INC.:

John Wold - President
W. Slaughenhaupt - Secretary
Ralph N. Donahey
Wilhelmina Slaughenhaupt

WILLIAM HULBERT MILL CO.:

W. Hulbert Jr. - President
Hattie May Donahey

~~Greenbank Beach & Boat Club, Inc.~~

7-39 (A11) 165484

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APPROVED
AS TO FORM AND FEE

JUL 6 - 1962

ARTICLES OF INCORPORATION

-of-

VICTOR A. MEYERS
SECRETARY OF STATE

GREENBANK BEACH & BOAT CLUB, INC.

BY *John Bunker*

KNOW ALL MEN BY THESE PRESENTS: That we, WILLIAM G. HULBERT, JR., PARKER WILLIAMS, JEAN HULBERT, JACK YOUNGBERG and SHIRLEY M. AGUERO, being residents of the State of Washington and citizens of the United States, each over the age of twenty-one years, and being desirous of forming a corporation under Chapter 24.04 of the Revised Code of Washington, authorizing non-profit corporations, do hereby associate ourselves together for the purpose of forming a non-profit corporation, and do make, subscribe, execute and adopt, in triplicate, the following Articles of Incorporation:

ARTICLE I.

The name of this corporation shall be GREENBANK BEACH & BOAT CLUB, INC.

ARTICLE II.

The purposes for which this corporation is formed, and the same shall also be construed as powers of the corporation, are as follows:

1. To maintain, repair, operate and care for "reserve" areas in the Plat of Holmes Harbor Estates, Inc., Division No. 1, Island County, Washington, including appurtenances and improvements consisting of community clubhouse, swimming pool, tennis courts and other recreational facilities.
2. To take title from Holmes Harbor Estates, Inc., to a private water system to serve said plat consisting of well, pumps, reservoir and mains and to repair, maintain and operate and care for same.
3. To pay taxes and assessment which may be levied by any public authority upon any property to which the corporation has title.

LAND TITLE

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4. To fix, establish, levy and collect monthly or annually against purchasers of lots from Holmes Harbor Estates, Inc., in the aforescribed plat, such charges and/or assessments as may be necessary in the judgment of the Board of Trustees to repair, maintain, operate and care for corporate property.

5. To expend the moneys collected by said corporation from assessments and charges and other sums received for payment and discharge of costs, expenses and obligations incurred by said corporation in carrying out any and all of the purposes for which this corporation is formed,

6. Generally, to do any and all lawful things which may be advisable, proper, authorized and/or permitted to be done by said corporation under and by virtue of any restrictions, conditions, and/or covenants or laws affecting said property, or any portion thereof (including areas now or hereafter dedicated to public use); and to do and perform any and all acts which may be either necessary for, or incidental to, the exercise of any of the foregoing powers or for the peace, health, comfort, safety, and/or general welfare of owners of said property, or portions thereof, or residents thereon.

7. To borrow money and mortgage, pledge or hypothecate any or all of the real or personal property of said corporation as security for money borrowed or debts incurred; and to do any and all things that a corporation organized under said laws of the State of Washington may lawfully do when operating for the benefit of its members or the property of its members, and without profit to said corporation.

8. Generally, to do and perform any and all acts which may either be necessary or proper for or incidental to the exercise of any of the foregoing powers and such powers granted by the provisions of Title 24, Revised Code of Washington, and other laws of the State of Washington relating to non-profit corporations.

9. Nothing contained in these Articles of Incorporation shall be construed as authorizing or permitting said corporation to own, manage or operate any real or

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personal property for profit. It is the intention and purpose that the business of said corporation shall not be carried on for profit either to itself or for the benefit of its members, and wherever it is authorized to collect charges or assessments it shall have no power or authority to use said charges or assessments except as necessary to cover the actual cost or expense of the act, duty, power, or transaction performed.

10. To have one or more offices at such place or places, either within or without the State of Washington, as the Board of Trustees may from time to time determine or the business of the corporation require.

All of the foregoing purposes and powers are to be exercised and carried into effect for the purpose of doing, serving and applying the things above set forth for the benefit of all property, including, but without in any way limiting the foregoing, any portion or portions of certain real property situated on Whidbey Island, Island County, Washington, which is, or shall become, so subject to the jurisdiction of said corporation and which is situated in the Plat of Holmes Harbor Estates, Inc., on Whidbey Island, Island County, Washington, and within any area immediately adjacent or contiguous thereto as described in the By-Laws allowing subsequent plats by Holmes Harbor Estates, Inc.

ARTICLE III.

All memberships in this corporation shall be inseparably appurtenant to lots owned by members in the Plat of Holmes Harbor Estates, Inc., Division No. 1, Island County, Washington, and adjacent or contiguous real property platted by Holmes Harbor Estates, Inc., except for the memberships of the original incorporators and the first Board of Trustees. All memberships shall be governed by and issued in accordance with the By-Laws of the corporation. Upon transfer of ownership or contract for the sale of any lot in the above described plats, membership and certificate of membership shall ipso facto be deemed to be transferred to the grantee or contract purchaser. No membership or certificate of membership may be transferred, assigned, or conveyed in any manner other than in the manner herein set forth. The memberships of the original incorporators may be transferred to any person (or corporation) approved by a majority of the trustees or such original incorporators may resign at any time. No dues or assessments shall be levied against any of the original incorporators unless they shall acquire a lot or lots within the plat of Holmes Harbor Estates, Inc. In the event of the

death of a member, the membership or certificate of membership of such deceased member shall be and become the property of the personal representative of such deceased member upon appointment and qualification as such in a judicial proceeding and such personal representative shall have all of the rights, privileges and liabilities of such member until title shall be transferred or contracted to be transferred. The property in possession of this corporation shall be managed by the Board of Trustees hereinafter mentioned and only alienated and disposed of in accordance with the By-Laws of the corporation.

ARTICLE IV.

The number of trustees of this corporation shall be not less than three (3) nor more than nine (9). The names of the trustees who shall manage the affairs of the corporation for not more than six months until the trustees are elected by the members are:

<u>NAME</u>	<u>RESIDENCE</u>
WILLIAM G. HULBERT, JR.	1200 Block Norton, Everett, Washington
PARKER WILLIAMS	308 First National Bank Bldg., Everett, Washington
JEAN HULBERT	1206 Block Norton, Everett, Washington
JACK YOUNGBERG	1182 Hoge Building, Seattle 4, Washington
SHIRLEY M. AGUERO	8789 S.W. Admiral Way, Seattle, Washington.

ARTICLE V.

The time of existence of this corporation shall be perpetual.

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ARTICLE VI.

The registered office and postoffice address of this corporation shall be Greenbank, Whidbey Island, Washington.

ARTICLE VII.

The qualifications of the members of said corporation, the property, voting and other rights and privileges and the liabilities to charges and assessments of the members, shall be set forth in the By-Laws of the corporation.

IN WITNESS WHEREOF, we, the undersigned, the incorporators of this corporation, have this 29TH day of JUNE, 1962, hereunto set our hands and seals in triplicate.

William G. Hubert, Jr.
WILLIAM G. HUBERT, JR.
Parker Williams
PARKER WILLIAMS
Jean Hubert
JEAN HUBERT
Jack Youngberg
JACK YOUNGBERG
Shirley M. Acuro
SHIRLEY M. ACURO

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STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

THIS IS TO CERTIFY that on this 20th day of September, 1964, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared WILLIAM G. HULBERT, JR., PARKER WILLIAMS, JEAN HULBERT, JACK YOUNGBERG and SHIRLEY M. AGUERO, to me known to be the individuals described in and who executed the within and foregoing instrument, and acknowledged to me that they signed and sealed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned.

WITNESS my hand and official seal the day and year in this certificate first above written.



William G. Hulbert, Jr.
NOTARY PUBLIC in and for the State
of Washington, residing at 1212 1st Ave. S.W.

102121

First Time Certificate to Record Company

Articles of Incorporation - Page 6.

Articles of Incorporation - Page 2.

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APPROVED
AS TO FORM AND FILED

SEP 14 1964

VICTOR A. MEYERS
SECRETARY OF STATE

BY *[Signature]*
SUPERVISOR OF CORPORATIONS

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ARTICLES OF INCORPORATION

HOLMES HARBOR WATER CO., INC.

KNOW ALL MEN BY THESE PRESENTS That we, Olaf Fredrikson, Carl Johnson, Robert Rytter, John W. Wold and Wilhelmina Slaughenhaupt, residing in the State of Washington, and being citizens of the United States, each being over the age of 21 years, and being desirous of forming a corporation, under Title 24.04 Revised Code of Washington, relating to non-profit corporation, do hereby associate ourselves together for the purpose of forming a non-profit corporation and make, subscribe, execute and adopt, in triplicate, the following Articles of Incorporation, and certify as follows:

ARTICLE I

The name of the corporation shall be Holmes Harbor Water Co. Inc.

The purposes for which this corporation is formed are:

1. to purchase or otherwise acquire, construct, improve, develop, repair, maintain, operate, care for and/or dispose of parkways, playgrounds, open spaces and recreational areas, tennis courts, beaches, piers, clubhouses, swimming pools and/or swimming areas, bathhouses, places of amusement, community buildings, community clubhouses and in general, community facilities appropriate for the use and benefit of its members, and/or for the improvement and development of the property hereinafter referred to.
2. To build, improve and maintain roadways, culverts, bridges and drainage areas and to provide for the improving, cleaning and sprinkling of streets, and for collection and disposing of the street sweepings, garbage, ashes, rubbish and the like; to prevent and suppress fires, to provide police protection, and to make and collect charges to cover the costs and expenses therefor; all for the purpose of maintaining and/or improving the property hereinafter described.
3. To improve, light and/or maintain streets, roads, alleys, courts, walks, gateways, fences and ornamental features now existing or hereafter to be erected or created, and shelters, comfort stations and/or buildings and improvements ordinarily appurtenant to any of the foregoing; to improve, plant and maintain grass plots and other areas, trees and plantings within the lines of the street immediately adjoining or within the property hereinafter described or referred to.
4. So far as it can legally do so, to grant franchises, rights of way and easements for public utilities or other purposes on, over, and/or under any corporate property.
5. To acquire by gift, purchase, lease or otherwise, and to own, hold, enjoy, operate, maintain and to convey, sell, lease, transfer, mortgage and otherwise encumber, dedicate for public use and/or otherwise dispose of, real and/or personal property wherever situate and to apply for and hold franchises.
6. To keep records of building permits and/or other approvals or disapprovals made or issued by said corporation, to keep books and records showing all charges, levies, and assessments made; to furnish certified copies of any record which the board of trustees may authorize to be furnished.

V. WOLD
BY AT LAW
P.O. Box

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LAND TITLE

1 7. To enforce charges, restrictions, conditions and covenants existing
2 upon and/or created for the benefit of parcels of real property over which said
3 corporation has jurisdiction and to which said parcels may be subject to the extent
4 that said corporation has the legal right to enforce the same, and to pay all
5 expenses incidental thereto.

6 8. To appropriate, purchase, divert, acquire and store water from
7 streams, water courses, wells or any other source, and to distribute the water
8 so appropriated and acquired to its members for use upon the lands of said mem-
9 bers and for domestic purposes; to acquire, own, construct, hold, possess, use and
10 maintain such pumping plants, tanks, pipe lines, reservoirs, ditches, buildings,
11 roads, trails, and appliances, and such other property, including water rights and
12 shares of stock in other corporation as said corporation may from time to time
13 desire to acquire or purchase for furnishing and supplying water to its members;
14 provided that this corporation shall not use or dispose of such water as a public
15 utility, but solely for the use and benefit of its members and for the irrigation of
16 lands and domestic and other useful and beneficial purposes.

17 9. To fix, establish, levy and collect such charges and/or assessments
18 as may be necessary, in the judgment of the board of trustees to carry out any or
19 all of the purposes for which this corporation is formed, but not in excess of the
20 maximum from time to time fixed by the By-Laws.

21 10. To spend moneys collected by said corporation from assessments
22 and charges and other sums received for the payment and discharge of costs,
23 expenses, and obligations incurred by said corporation in carrying out any or all
24 of the purposes for which said corporation is formed.

25 11. Generally, to do any and all lawful things which may be advisable,
26 proper, authorized and/or permitted to be done by said corporation under or by vir-
27 tus of any restrictions, conditions, and/or covenants or laws affecting said property
28 or any portion thereof (including areas now or hereafter dedicated to public use);
29 and to do and perform any and all acts which may be either necessary for, or in-
30 cidental to, the exercise of any of the foregoing powers and such powers granted
31 by the provisions of Title 24.04, Revised Code of Washington and other laws of the
32 State of Washington relating to nonprofit corporations.

12. Nothing contained in these articles of incorporation shall be con-
strued as authorizing or permitting said corporation to own, manage or operate
any real or personal property for profit. It is the intention and purpose that the
business of said corporation shall not be carried on for profit either to itself or for
the benefit of its members, and whenever it is authorized to collect charges or
assessments it shall have no power or authority to use said charges or assess-
ments except as necessary to cover the actual cost or expense of the act, duty,
power or transaction performed.

13. To have one or more offices at such place or places, either within
or without the State of Washington as the board of trustees may from time to
time determine or the business of the corporation require.

14. All of the foregoing purposes and powers are to be exercised and
carried into effect for the purpose of doing, serving and applying the things above
set forth for the benefit of all property, including, but without in any way limiting
the foregoing, any portion or portions of certain real property situate in Island
County, Washington. Holmes Harbor Plat, Division No. 1.

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ARTICLE II

This corporation shall at all times hereafter be a joint and mutual association of the above named incorporators, and such other persons as may hereafter be admitted to membership in accordance with the by-laws of the corporation. Membership and certificates evidencing the same shall be inseparably appurtenant to tracts owned by the members, and upon transfer of ownership or contract for sale of any such tract, membership and certificate of membership shall ipso facto be deemed to be transferred to the grantee or contract purchaser. No membership or certificate of membership may be transferred, assigned, or conveyed in any manner other than in the manner herein set forth. In the event of the death of a member, the membership or certificate of membership of such deceased member shall be and become the property of the personal representative of such deceased member upon appointment and qualification as such in a judicial proceeding and such personal representative shall have all of the rights, privileges and liabilities of such member until title shall be transferred or contracted to be transferred. The property in possession of this corporation shall be managed by the board of trustees hereinafter mentioned and only alienated and disposed of in accordance with the by-laws of the corporation. The interest of each incorporator or member shall be equal to that of any other and no incorporator or member can acquire any interest which will entitle him to any greater voice, vote, authority or interest in the corporation than any other member.

ARTICLE III

The number of trustees of this corporation shall not be less than (3) nor more than seven (7). The names of the trustees who shall manage the affairs of the corporation for not more than six (6) months until the trustees are elected by the members are:

Name	Residence
Al D. Fredriksen	Box 141, Greenbank, Washington
Carl Johnson	Coupeville, Washington
Robert Nyter,	Box 164, Greenbank, Washington
John W. Wold	1103 W. Pioneer, Oak Harbor, Washington
Wilhelmina Slaughterhaupt,	Greenbank, Washington

ARTICLE IV

The time of existence of this corporation shall be perpetual.

ARTICLE V

The registered office and post office address of this corporation shall be 1103 W. Pioneer way, Oak Harbor, Washington.

ARTICLE VI

The qualifications of the members of said corporation, the property, voting and other rights and privileges, and the liabilities to charges and assessments of the members, shall be set forth in the By-Laws of the Corporation.

W. W. WOLD
ATTORNEY AT LAW
OAK HARBOR, WASH.

1 IN WITNESS WHEREOF, we, the undersigned, the incorporators of this
2 corporation have this 12th day of Sept, 1964, hereunto set our hands
3 and seals in triplicate.

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[Signature]
[Signature]
[Signature]
[Signature]

12 STATE OF WASHINGTON)
13 County of:)

14 THIS IS TO CERTIFY that on the 12th day of Sept, 1964,
15 before me, the undersigned, a Notary Public in and for the State of Washington,
16 duly commissioned and sworn, personally appeared,
17

18 to me known to be the individuals described in and who executed the within and
19 foregoing instrument and acknowledged to me that they signed and sealed the same
20 as their free and voluntary act and deed, for the uses and purposes therein
21 mentioned.

22 WITNES: my hand and official seal the day and year in this certificate
23 first above written.

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Charles [Signature]
Notary Public in and for the State
of Washington
Oak Harbor

JOHN W. WOLF
ATTORNEY AT LAW
212 MARION, WASH.

SEP 15 1964