



**NOW, THEREFORE,** Know Ye, that I, MIKE LONERGAN, County Assessor-Treasurer of Pierce County, State of Washington, in consideration of the premises, and by virtue of the statutes of the State of Washington in such cases provided, do hereby grant and convey unto SECURED HOLDINGS, LLC, A LTD LIABILITY CO FORMED IN THIS STATE, their heirs and assigns forever, the said real property hereinbefore described.

Given under my hand and seal of office this 14<sup>th</sup> day of November, A.D., 2017.

Mike Lonergan  
Assessor-Treasurer of Pierce County, Washington

STATE OF WASHINGTON                    )  
  ) ss.  
County of Pierce                        )

On this 22nd day of November, A.D. 2017, before me, the undersigned, a Notary Public in and for the said County and State, personally appeared MIKE LONERGAN, to me personally known and known to me to be the Assessor-Treasurer of Pierce County, Washington, and the person described in and who executed the foregoing instrument, and he acknowledged to me that he signed and executed the same as Assessor-Treasurer of said County, as his free and voluntary act and deed, for the uses and purposes in the capacity therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written. My commission expires June 15, 2019

Notary Public in and for the State of Washington,  
residing in Pierce County

Approved as to form:

Kimberley DeMarco  
Deputy Prosecuting Attorney



EXCISE TAX EXEMPT DATE 6-28-60  
L. R. Johnson, Pierce Co. Treasurer  
By Cosine Hale Deputy

EASEMENT

The GRANTORS, Ralph W. Sherrill and Brownie L. Sherrill, for and in consideration of the sum of one dollar (\$1.00), and other valuable consideration, in hand paid by the State of Washington, (Department of Fisheries), receipt whereof being hereby acknowledged, hereby grant, bargain, sell and convey unto the State of Washington (Department of Fisheries) and its assigns, an easement for a period of ten years (10) forward from the date of this instrument, to impound and to use for the purpose of fish rearing the public waters of Whiteman's Cove and the land thereunder, if any, belonging to said GRANTORS, wherever and whenever said waters extend over and upon the following described land of the GRANTORS in Pierce County, State of Washington:

The South 74 acres of the West  $\frac{1}{2}$  of the Southwest  $\frac{1}{4}$  of Section 15, Township 20 North, Range 1 West  
Less the land described as follows:  
Beginning at the Southeast corner of the West  $\frac{1}{2}$  of the Southwest  $\frac{1}{4}$  of Section 15, Township 20 North, Range 1 West; thence north 2195 feet to the southerly line of a private road; thence along said road south 50° 30' west; 249 feet; south 55° 10' west; 128.5 feet; south 73° west; 90.4 feet; thence south 1938 feet to the south line of said Section 15; thence east 384 feet to the point of beginning.

The GRANTORS also grant to the State of Washington (Department of Fisheries) the option of renewing and extending this easement, under the same terms, for an additional period of ten (10) years immediately following the expiration of the first ten (10) year period.

IN WITNESS WHEREOF, the GRANTORS have hereunto set their hands this 8<sup>th</sup> day of April, 1960.

Ralph W. Sherrill

Brownie L. Sherrill

STATE OF WASHINGTON )  
                                  ) ss.  
COUNTY OF PIERCE )

On this day personally appeared before me Ralph W. Sherrill and Brownie L. Sherrill to me known to be the individuals described in and who executed the 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 8<sup>th</sup> day of April, 1960.

Hans M. Jensen  
Notary Public for Washington  
My Commission expires 12-8-64

1893039

6-30-60

40

11 147  
28-37-49.  
50-51  
my

R. W. Sherrill  
Rt. 1, Box 177  
Longbranch, Wash.

This Indenture Witnesseth: that we \_\_\_\_\_

RALPH W. SHERRILL AND BROWNIE L. SHERRILL HUSBAND AND WIFE

his wife, of Pierce County, State of Washington, for and in consideration of the sum of \$1.00  
ONE AND NO/100 DOLLARS - - - - -

to us in hand paid, and in further consideration of the general public welfare and of the peculiar and special benefits to accrue to us therefrom, do by these presents grant, convey and dedicate to the County of Pierce, State of Washington, for the use of the public as a county road, the following lots, pieces or parcels of land, situate, lying and being in said County of Pierce and State of Washington, and particularly bounded and described as follows: The West 30 feet of the South 74 acres of the West Half of the Southwest Quarter of Section 15, Township 20 North, Range 1 West, Willamette Meridian.

The Grantor also grants to Pierce County the right to construct and maintain necessary cut and fill slopes, culverts, special ditches, and appurtenances where the same may extend beyond the limits of the land hereby conveyed.

<sup>502</sup>  
RIGHT OF WAY FOR ~~645-2-37~~: (EXTENSION OF ROUSE COUNTY ROAD)

EXCISE TAX EXEMPT DATE 5-18-64  
L. R. Johnson, Pierce Co. Treasurer  
By Clarence Hale Deputy

ACCEPTED  
Walter D. Johnson  
County Engineer  
Patricia J. Gallagher  
County Auditor

TO HAVE AND TO HOLD the said described premises unto the said Pierce County and its successors or successors for the use of the public forever.

Witness our hands and seals this 24<sup>th</sup> day of August A. D. 1959

Witnesses:

Ralph W. Sherrill (Seal)  
Brownie L. Sherrill (Seal)

ack. OK

5-19-64

2055760

828

# EASEMENT

011  
FASER  
- Return  
Lt. Co

THE GRANTORS CHARLES C. REMBERT and MARY J. REMBERT

for and in consideration of the sum of One (\$1.00) Dollar and other good and valuable consideration in hand paid, receipt of which is hereby acknowledged, do hereby grant, convey and warrant to the PENINSULA LIGHT COMPANY, INC., its successors and assigns, a perpetual right of way and easement ~~as described~~ with the right to fall and remove all trees, branches and other obstructions that interfere with or may endanger the line, poles or guy wires; with the right, privilege and authority to construct, operate and maintain a high tension electric line over, through and across the following described property, to-wit:

2163784  
That property described in Warranty Deed conveyed from Ralph W. Sherrill and Brownie L. Sherrill to Charles C. Rembert and Mary J. Rembert recorded in Volume 1374 at Page 407 of Deeds - records of Pierce County, Washington Auditor. Said property being a portion of the West 1/2 of the S. W. 1/4 of Section 15, Twp. 20 N., Range 1 West of W.M..

Said easement is granted for an electric power line and appurtenances centered on alignment as staked for construction running Westerly across the above described property from the site of an existing terminal power pole.

TOGETHER with an easement for an existing power line previously constructed upon said property.

TOGETHER with an easement for egress and ingress along all roads contained upon said property for the purpose of operation, construction and maintenance of said electric power lines.

In consideration for the granting of this easement - the Grantors, CHARLES C. and MARY REMBERT, their successors, heirs or assigns, shall have the right, at no expense to themselves, to make electrical attachments to said power line which is to be constructed at the expense of Fauntleroy Center, Inc.. However said Grantors, their heirs, successors or assigns, shall pay for their future electrical extensions from said electric power line and shall pay for their individual electric power consumption.

EXCISE TAX PAID \$ 2.00 Tax  
P.C. NO. 205713 DATE 1/4-66  
BY Gladys Eide DEPUTY

Signed Charles C. Rembert  
Mary J. Rembert

STATE OF WASHINGTON  
COUNTY OF Pierce }

I, the undersigned, a Notary Public in and for the said State, do hereby certify that on the 15th day of December, 1966, personally appeared before me Charles C. Rembert and Mary J. Rembert, husband and wife, to me known to be the individuals described in kind who executed the within instrument, and acknowledged that they signed and sealed the same as their free and voluntary act and deed for the uses and purposes herein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal this day and year in this certificate first above written.

3-14-66

Wendell L. Rasmussen  
Notary Public in and for the State of  
Washington, residing at 512 N. 1st St.  
Twp. 20 N., R. 1 W. of W.M.  
2138314

354

L I C E N S E

THE GRANTORS, CHARLES C. REMBERT and MARY J. REMBERT; his wife, do hereby grant and convey to the Grantee, FAUNTILERoy CENTER, a Washington corporation, a License to use that certain roadway now existing along the course of the Peninsula Light Company, Inc. power line as presently established over and across the following described real property in Pierce County, Washington:

That property described in Warranty Deed from Ralph W. Sherrill and Brownie L. Sherrill to Charles C. Rembert and Mary J. Rembert, recorded in volume 1374 of Deeds at page 407, records of Pierce County, Washington, said property being a portion of the West half of the Southwest quarter of Section 15, Township 20 North, Range 1 West W.M.;

for ingress and egress to and from the following described real property in Pierce County, Washington, to-wit:

Government Lot 4 in Section 16, Township 20 North, Range 1 West of the Willamette Meridian, EXCEPT the east 30 feet thereof for County Road;

on the express condition that the said FAUNTILERoy CENTER pay one-half of the cost of oiling and gravelling said roadway at such times as Grantors and Grantee during the existence of this License shall mutually agree that such oiling and gravelling is necessary and upon the further condition that this License may be revoked by Grantors on December 31 of any calendar year, provided written notice of such revocation be mailed by certified mail to Grantee at 9260 California Avenue S.W., Seattle, Washington, 98116, at least 30 days before the effective date of such revocation.

DATED this <sup>20th</sup> ~~17th~~ day of August, 1966.

Accepted  
Fauntleroy Center  
by Ken Coleman  
VP

Charles C. Rembert  
Charles C. Rembert  
Mary J. Rembert  
Mary J. Rembert

-1-

8-26-66

2159318

376

五

五

五

五

五

五

# EASEMENT

THE GRANTORS Charles C. Rembert, Mary J. Rembert, Tacoma Savings & Loan Ass'n.

for and in consideration of the sum of One (\$1.00) Dollar and other good and valuable consideration in hand paid, receipt of which is hereby acknowledged, do hereby grant, convey and warrant to the PENINSULA LIGHT COMPANY, INC., its successors and assigns, a perpetual right of way and easement 20 feet in width, with the right to fell and remove all trees, branches and other obstructions that interfere with or may endanger the line, poles or guy wires with the right, privilege and authority to construct, operate and maintain a high tension electric line over, through and across the following described property, to-wit: Easements are granted over certain private property, lying Southerly of and near below said road and plat, owned by the undersigned parties, described as follows:

- Item 1. 1 - Anchor Guy and 1 Power Pole Site extending Southeasterly on Lot Line, common to Lots 11 and 12, projected across and lying Southeasterly of the Plat of "Cove Road Extension".
- Item 2. Together with the easement right for overhang of electric wires Southerly of the limits of said "Cove Road Extension". The Southerly limit of said "Cove Road Extension" of said Plat is described as follows:

Beginning at the S. W. corner of Sec. 15, Twp. 20 N., R. 1 W. of W.M.; thence North 1° 00' 03" W. 1591.23 ft.; thence North 78° 55' E. 261.86 ft.; thence North 65° 55' E. 253.94 ft.; thence N. 52° 25' E. 222.74 ft.; thence N. 75° 06' 30" E. 275.60 ft.; thence N. 71° 44' 30" E. 88.00 ft.; thence N. 53° 44' E. 127.50 ft.; thence N. 48° 12' E. 248.60 ft. to end of road.

The above said road referred to is a part of the Plat of "Whiteman's Cove Plat One" lying in said Sec. 15, Twp. 20 N., R. 1 W. of W.M..

RECORDED  
FILED  
MAR 12 1925  
J. J. [Signature]

2192556

Signed

R. J. Badler  
Charles C. Rembert  
Mary J. Rembert

STATE OF WASHINGTON  
COUNTY OF

I, \_\_\_\_\_, a Notary Public in and for the said State, do hereby certify that on the \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, personally appeared before me \_\_\_\_\_ and \_\_\_\_\_, husband and wife, to me known to be the individuals described in and who executed the within instrument, and acknowledged that they signed and sealed the same as their free and voluntary act and deed for the uses and purposes herein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal this day and year in this certificate first above written.

Notary Public in and for the State of  
Washington, residing at

Sec. 15, Twp. 20 N. 1 W. of W.M.

664

STATE OF Washington  
County of Pierce  
On 7 day of June  
Public in and for the State of Washington  
Charles C. Rembert came  
to me known to be the individual described in and to  
that he signed and sealed the said instrument as and  
therein mentioned.

WITNESS my hand and official seal hereto affixed

(Acknowledgment by Individual. No

STATE OF Washington  
County of Pierce

On this 7 day of June, A. D. 1967, before me, the under-  
signed, a Notary Public in and for the State of Washington,  
and sworn personally appeared Charles C. Rembert and  
to me known to be the Treasurer President and Secretary, respectively, of  
Washington Title Insurance Company  
for corporation that executed the foregoing instrument; and acknowledged the said instrument to be the free and volun-  
tary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that he  
authorized to execute the said instrument and that the seal affixed is the corporate seal of said  
corporation.

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

Charles C. Rembert  
Notary Public in and for the State of Washington  
residing at Seattle

(Acknowledgment by Corporation. Washington Title Insurance Company, Form L 29)

21003553

19-6-7

065

## EASEMENT

THE GRANTORS Charles C. Rembert, Mary J. Rembert, Tacoma Savings & Loan Ass'n.

for and in consideration of the sum of One (\$1.00) Dollar and other good and valuable consideration in hand paid, receipt of which is hereby acknowledged, do hereby grant, convey and warrant to the PENINSULA LIGHT COMPANY, INC., its successors and assigns, a perpetual right of way and easement 20 feet in width, with the right to fall and remove all trees, branches and other obstructions that interfere with or may endanger the line, poles or guy wires; with the right, privilege and authority to construct, operate and maintain a high tension electric line over, through and across the following described property, to-wit: "Whiteman's Cove Plat One" situate in Sec. 15, Twp. 20 N., R. 1 W. of W. M..

Easements are granted for construction, operation and maintenance of electric power lines running Northerly, from the powerpoles situated on "Cove Road Extension" of said Plat, to points on the mutual lot lines of said plat; thence along the lot lines to terminus of the power lines.

Together with an easement for appurtenant anchor guys.

Together with the easement right of egress and ingress upon the private roads of the lots of said subdivision for the purpose of construction, operation and maintenance of said electric power lines.

EXCISE TAX PAID \$ No Tax  
P.C. NO 227775 DATE 7-26-67  
MAURICE RAYMOND Projco Co. Treas.  
BY Gladys Eide DEPUTY

7-26-67

2199197

STATE OF WASHINGTON

STATE OF Nash

County of Pierce

On this 7 day of June Nash A. D. 1967, before me, the undersigned, a Notary Public in and for the State of Nash, duly commissioned and sworn personally appeared R. T. Bartlett and Treasurer and President and Secretary, respectively, of the corporation that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that he authorized to execute the said instrument and that the seal affixed is the corporate seal of said corporation.

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

Wm C. O'Connell  
Notary Public in and for the State of Nash

residing at Tacoma

STATE OF Wash  
County of Pierce } ss.

On this 7 day of June, A. D. 1967, before me, the undersigned, a Notary Public in and for the State of Wash, duly commissioned and sworn personally appeared Charles C. Rembert & Mary J. Rembert to me known to be the individual described in and who executed the foregoing instrument, and acknowledged to me that they signed and sealed the said instrument 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 in this certificate above written.

Wm. C. O'Connell  
Notary Public in and for the State of Wash  
residing at Tacoma

(Acknowledgment by Individual. Washington Title Insurance Company. Form L 28)

2199197

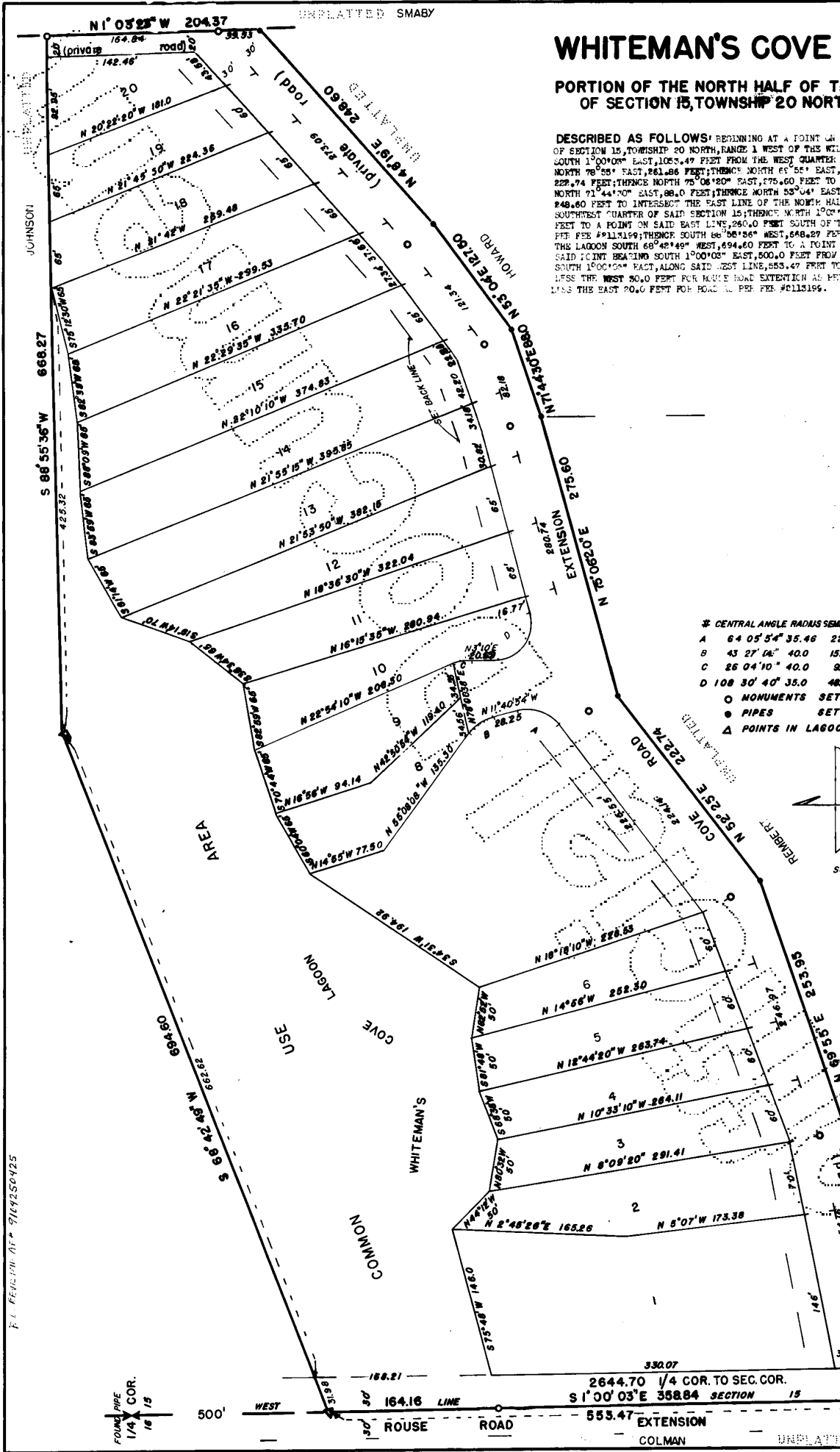
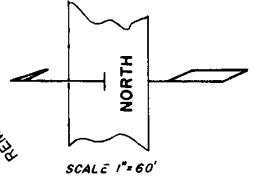
# WHITEMAN'S COVE PLAT ONE

PORTION OF THE NORTH HALF OF THE NW<sup>1</sup> OF THE SW<sup>4</sup> OF SECTION 15, TOWNSHIP 20 NORTH, RANGE 1 WEST, WM.

DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE FIRST LINE OF THE SOUTHWEST QUARTER OF SECTION 15, TOWNSHIP 20 NORTH, RANGE 1 WEST OF THE WILLAMETTE MERIDIAN, SAID POINT BEARING SOUTH 1°00'00" EAST, 1053.47 FEET FROM THE WEST QUARTER CORNER OF SAID SECTION 15; THENCE NORTH 76°25' EAST, 261.86 FEET; THENCE NORTH 65°55' EAST, 253.55 FEET; THENCE NORTH 52°25' EAST, 222.74 FEET; THENCE NORTH 75°06'20" EAST, 275.60 FEET TO FENCE AS PER PERM#1903975; THENCE NORTH 71°44'00" EAST, 88.0 FEET; THENCE NORTH 53°04' EAST, 127.50 FEET; THENCE NORTH 46°19' EAST, 248.60 FEET TO INTERSECT THE EAST LINE OF THE NORTH HALF OF THE SOUTHWEST QUARTER OF SAID SECTION 15; THENCE NORTH 1°00'00" WEST, ALONG SAID EAST LINE, 204.7 FEET TO A POINT ON SAID EAST LINE, 260.0 FEET SOUTH OF THE NORTH LINE OF SAID NORTH HALF; AS PER PERM#111319; THENCE SOUTH 66°06'56" WEST, 648.27 FEET; THENCE ALONG THE CENTER LINE OF THE LAGOON SOUTH 60°42'49" WEST, 694.60 FEET TO A POINT ON THE WEST LINE OF SAID SECTION 15, SAID POINT BEARING SOUTH 1°00'00" EAST, 500.0 FEET FROM SAID WEST QUARTER CORNER; THENCE SOUTH 1°00'00" EAST, ALONG SAID WEST LINE, 553.47 FEET TO THE POINT OF BEGINNING, LESS THE WEST 20.0 FEET FOR MALE ROAD EXTENSION AS PER PERM#1905760. LESS THE EAST 20.0 FEET FOR ROAD AL PER PERM#1113195.

#	CENTRAL ANGLE	RADIUS	SEMI-TANGENT	LENGTH
A	64°05'54"	35.46	22.20	38.67
B	43°27'06"	40.0	15.64	36.34
C	26°04'10"	40.0	9.26	18.20
D	108°30'40"	35.0	48.23	66.01

○ MONUMENTS SET STD.  
● PIPES SET  
△ POINTS IN LAGOON



**SURVEYOR'S CERTIFICATION:**  
THIS IS TO CERTIFY THAT THE PLAT HEREON IS A TRUE DELINEATION OF THE ACTUAL FIELD SURVEY, THAT THE MONUMENTS AND LOT CORNERS HAVE BEEN PLACED AS SHOWN, THAT THE COURSES AND DISTANCES ARE CORRECT, AND THAT THE QUANTITIES HEREIN ARE TRUE. I HAVE BEEN DULY SWORN TO BY THE PARTIES INTERESTED. IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND AND SEAL OF OFFICE, FEBRUARY 28, 1967.

*W. S. Snyder*  
REGISTERED SURVEYOR  
GENERAL NUMBER 2777  
REV. 4-10-67

FILED IN THE OFFICE OF THE CLERK OF THE DISTRICT COURT OF THE COUNTY OF CLATSOP, OREGON, FEBRUARY 28, 1967.

For reference only, not for re-sale.

PORTION OF THE NORTH HALF OF THE NW 4 OF THE SW 4  
OF SECTION 15, TOWNSHIP 20 NORTH, RANGE 1 WEST, WM.

DESCRIBED AS FOLLOWS: Beginning at a point on the West Line of the Southwest Quarter of Section 15, Township 20 North, Range 1 West of the Willamette Meridian, said point bearing South 1°00'03" East,

[illegible][illegible]

Harry C. Rembert  
 Charles C. Rembert  
 Mary J. Rembert  
 George J. Rembert  
 TACOMA SAVINGS AND LOAN ASSN.  
 B. R. Koller  
 "Mr. President"

138  
day of March 1967, before me the undersigned a Notary Public, personally appeared Charles C. Rembert and Mary J. Rembert, husband and wife, who came to be the persons who executed the foregoing dedication, and who acknowledged and made 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 first above written.

On this 9th day of March, 1967 before me appeared \_\_\_\_\_, known to me and known to be the Secretary of Tacoma Savings and Loan Assn., the County and said corporation, for the use and purposes therein mentioned, and on oath deplored that they were authorized to execute said instrument.

\_\_\_\_\_ Notary Public in and for the State of Washington  
 residing at Tacoma, Washington.

1. No lot containing a structure shall be combined with an adjoining property line, or corner lot or building or structure shall be built closer than twenty-five (25) feet to the side property line abutting the street right of way line.
2. No building or structure shall be built closer than eight (8) feet to any side property line.
3. This applies only to the front seventy-five (75) feet of any lot. The narrow end of every corner lot shall be considered to be the front of the lot.
4. All property in this shall be used for residential purposes only, except such lots as may hereafter be zoned for commercial use. The lot or lots shall be divided or sold into additional lots or building sites.
5. These restrictions shall remain in effect for twenty-five (25) years from the date of recording of this plat.

I hereby certify that all streets, shown on the final plat of WHITEMAN'S COVE PLAT ONE have been cleared, graded, drained, and surfaced in accordance with the requirements of the Pierce County Road Department or that a bond or certified check in the amount sufficient to complete the work is deposited in this office. We further certify that the plat of WHITEMAN'S COVE PLAT ONE is hereby accepted and approved on this 25th day of April.

HEALTH DEPARTMENT  
Permits for septic disposal will be issued on the basis

Peace County Road Engineer

*John T. Jones*

NEW MEXICO  
STATE OF NEW MEXICO  
COUNTY OF PEACE  
OFFICE OF THE  
COUNTY ENGINEER

Dated this 2nd day of June, 1967.

I, *William Raymond*, Secretary of the *Whiteman's Cove* Plat One, Pierce County Planning Commission, do hereby certify that the within plat of *WHITEMAN'S COVE PLAT ONE* is duly approved by the Pierce County Planning Commission and that the platting fee has been paid.

Dated this *11th* day of *April*, 1967.

*Don J. Day*  
 Chairman, Planning Commission

*Don H. Brown*  
 Director, Planning Department

PLANNING COMMISSION  
 Treasurer: \_\_\_\_\_  
 William Raymond by order

PIERCE COUNTY PLANNING COMMISSION  
 P.O. BOX 100  
 TACOMA, WASHINGTON 98401

DAVID F. WHEELER  
Deputy Prosecuting Attorney  
COUNTY COMMISSIONERS

Commissioners  
County of King  
1967  
day of  
this

Filed for record at the request of  
Charles E. Pankrat  
1/22  
1967 at  
minutes past 11  
P. M., and  
day

This is to certify that the plat herein is a true delineation of the actual field survey, thereinto  
 SURVEYOR'S CERTIFICATION  
 Fee No. 2193092  
 Fee \$ 15.00  
 by *John D. Smith*  
 Pierce County Auditor  
 COUNTY OF PIERCE  
 WASHINGTON  
 1900

Wm. J. Snyder  
Registration Number 724.  
Renewal Number 232 03 379

*Chas E Finkert  
Rt #1, Box 112  
Englewood, Utah  
97351*

RECEIVED THE  
FEDERAL BUREAU OF INVESTIGATION  
U.S. DEPARTMENT OF JUSTICE  
WASHINGTON, D.C.

For reference only, not for re-sale.

2666799

1-3

EASEMENT

CHARLES C. REMBERT and MARY J. REMBERT, husband and wife, for and in consideration of One Dollar (\$1.00) and other good and valuable consideration in hand paid, receipt of which is hereby acknowledged, do hereby grant, convey and warrant to RICHARD A. von BOECKLIN, a single man, a non-exclusive perpetual right of way and easement for ingress, egress and utilities, 30 feet in width, with the right to fall and remove all trees, branches and other obstructions that interfere with or may endanger power lines, poles or guy wires; with the further right, privilege and authority to construct, operate and maintain the easement, including improvements thereto, to facilitate ingress and egress, and with the further right to operate and maintain a high-tension electric line over said easement which is described as:

The East 30 feet and the South 30 feet of that part of the West one-half (1/2) of the Southwest one-quarter (1/4) of Section 15, Township 20 North, Range 1 West of the W.M., lying West of the East 384 feet of said West one-half (1/2) of the Southwest one-quarter (1/4), Pierce County, State of Washington.

## TOGETHER WITH:

That part of the private road on the South portion of Whitman's Cove, Plat one according to Plat recorded in Book 33 of Plats at Pages 3 and 4, between the above-described East 30-foot strip and Whitman's Cove County Road, Pierce County, State of Washington.

Said easement shall be for the benefit of the following described property:

The North 250 feet of the South 1,000 feet of Government Lot 1, in Section 21, Township 20 North, Range 1 West of the Willamette Meridian. EXCEPT the East 30 feet for Rouse County Road, TOGETHER with second class tidelands as conveyed by the State of Washington adjoining,

AND

Easement-1

EXCISE TAX EXMPT DATE 5-19-76  
MAYNICE RAYMOND, Pierce Co. Treasurer  
BY Lynn Stonwick DEPUTY

2666799

Government Lot 1, Section 21, Township 20 North, Range 1 West of the Willamette Meridian, EXCEPT the South 1,000 feet thereof, and EXCEPT the East 30 feet for Rouse County Road, TOGETHER with second class tidelands abutting thereon.

In consideration for the granting of this easement the grantors, CHARLES C. REMBERT and MARY REMBERT, their successors, heirs or assigns, shall have the right, at no expense to themselves, to make electrical attachments to said power line, which is to be constructed at the expense of grantee; provided, however, that CHARLES C. REMBERT and MARY J. REMBERT, their heirs, successors and assigns, shall pay for future electrical extensions from said power line, and shall pay for their individual electric power consumption.

As part consideration for the granting of this easement, RICHARD A. von BOECKLIN agrees to surface and gravel and maintain said easement. Said surfacing shall include the application of MC800 or the equivalent on the first 1,100 feet of the easement commencing at the point where the easement first deviates from the private road on the South portion of Whitman's Cove Plat as above described.

Said easement shall be assignable by RICHARD A. von BOECKLIN only to purchasers of the above described and benefited property not to exceed six (6) purchasers from RICHARD A. von BOECKLIN.

A gate shall be constructed and maintained by RICHARD A. von BOECKLIN at the point the easement leaves that part of the private road on the South portion of Whitman's Cove Plat as above described. A culvert shall also be installed at said location so as to allow the continued use of the present drainage ditch.

This easement shall be known void unless construction of the easement at the point it leaves the private road on the

Easement-2

2666799

South portion of Whitman's Cove Plat completed within ninety  
(90) days from the date hereof.

DATED this 15 day of MAY, 1976.

Charles C. Rembert  
CHARLES C. REMBERT

Mary J. Rembert  
MARY J. REMBERT

2666799

STATE OF WASHINGTON )  
COUNTY OF PIERCE ) SS

On this day personally appeared before me CHARLES C. REMBERT and MARY J. REMBERT, to me known to be the individuals described in and who executed the within and foregoing instrument, and acknowledged 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 14 day of May, 1976.

[Signature]  
Notary Public in and for the State  
of Washington, residing at Tacoma.

Recorded MAY 24 1976 Time 2:17 PM  
At the Pierce County Auditor's Office  
Richard A. Greco, Auditor

By [Signature]  
Deputy Auditor

Basement-3  
LBM:jl

2689045

T.T.  
N. 67524 1-8  
SEP 15 1976

PROTECTIVE COVENANTS AND RESTRICTIONS

THIS DECLARATION is made this 3<sup>rd</sup> day of <sup>September</sup>~~August~~, 1976,  
by RICHARD A. von BOECKLIN, a single man (hereinafter designated "Developer"), and STENNER R. KVINSLAND and MARGARET I. KVINSLAND, husband and wife, and BERNICE PERSING, a widow, and PETER J. PERSING, dealing in his own separate property (hereinafter designated "Contract Seller").

W I T N E S S E T H:

WHEREAS, Developer is the owner of the real property described in Section 2 of this Declaration, and desires to provide for the preservation of values and amenities in said property, and for the maintenance of the road serving such property, which will be for the common use of all the residents of the real property, subject to these covenants;

NOW THEREFORE, RICHARD A. von BOECKLIN and STENNER R. KVINSLAND and MARGARET I. KVINSLAND, husband and wife, and BERNICE PERSING, a widow, and PETER J. PERSING, dealing in his own separate property, do hereby declare that the real property described in Section 2 hereof, is hereby made subject to and shall be held, transferred, sold, conveyed and occupied, subject to the covenants, restrictions, easements, charges, and liens (hereinafter collectively referred to as covenants and restrictions) hereinafter set forth, and every purchaser of any portion of said real property shall take subject to and be bound by same.

SECTION 1 - DEFINITIONS

The following words when used in this Declaration, or

2689045

any Supplemental Declaration (unless the context shall prohibit), shall have the following meanings:

- A. "The Properties" shall mean and refer to the property described in Section 2.
- B. "Road" shall mean and refer to the access road serving the property, and described in Section 2.
- C. "Lot" shall mean and refer to any lot described in the short plat description of the property.
- D. "Owner" shall mean and refer to any of the record owners of the fee title to such lot, except where such lot is being purchased under real estate or land contract, and in such case "Owner" shall mean and refer to the contract purchaser, or purchasers, whether one or more persons or entities, of any lot situated upon the property, but, notwithstanding any applicable theory of the mortgage, shall not mean or refer to the mortgagee unless and until such mortgagee has acquired title pursuant to foreclosure, or any proceedings in lieu of foreclosure.

SECTION 2 - PROPERTY SUBJECT TO THIS DECLARATION

The following described real property situated in the County of Pierce, State of Washington, is subject to this Declaration, to-wit:

Lots 1 through 4 inclusive, Short Plat 76-415,  
Pierce County

The following is the description of the easement, providing ingress and egress to the above described property, and for the utilities serving said property:

The East 30 feet and the South 30 feet of that part of the West one-half (1/2) of the Southwest one-

2689045

quarter (1/4) of Section 15, Township 20 North, Range 1 West of the W.M., lying West of the East 384 feet of said West one-half (1/2) of the South-west one-quarter (1/4), Pierce County, State of Washington.

TOGETHER WITH:

That part of the private road on the South portion of Whitman's Cove, Plate One according to Plat recorded in Book 33 of Plats at Pages 3 and 4, between the above-described East 30-foot strip and Whitman's Cove County Road, Pierce County, State of Washington.

SECTION 3 - EASEMENT RIGHTS IN ROAD

The conveyance of lots to the owners will be subject to each owner having a perpetual non-exclusive easement over and across every portion of the road as described in Section 2 above. The easement shall be for ingress, egress, and utilities to and from the lot of each owner. Such easement shall be appurtenant to and run with every lot.

Each owner shall contribute equally with every other owner to the maintenance of the road. A decision of a majority of the owners to make repairs or do maintenance upon the road shall be binding upon every other owner. This obligation shall be enforceable in the Courts of the State of Washington, and every purchaser of a lot shall be bound by this obligation.

SECTION 4 - PROTECTIVE COVENANTS

A. Garbage and refuse disposal: No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

2689045

B. Nuisances: No noxious or offensive activity shall be carried on or upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

C. Signs: No signs of any kind, or for any uses, except public notice by a political subdivision of the State, or as required by law, and a small sign bearing the owner's name and address shall be erected, posted, painted or displayed upon any building site or portion of the property whatsoever; provided however, that any builder may erect and display signs during the period he is building, and any owner wishing to sell his or her home may place the standard type "For Sale" real estate signs on the property, if desired.

D. Sewage: No individual sewage disposal system shall be permitted on any lot unless the system is designed, located and constructed in accordance with the requirements, standards, and recommendations of Pierce County. Approval of such system as installed, shall be obtained from Pierce County.

E. No trees shall be cut or removed from a lot except as is necessary to construct and maintain a residence or residences with appurtenances on the lot, and to provide a view of Case Inlet to the West and in front of the residence or residences constructed on the lot.

F. Dwellings permitted on the lots shall be restricted to single family dwellings, excluding mobile homes and trailers.

G. The work of construction of all buildings and structures shall be prosecuted diligently and continuously from commencement of construction until such buildings and struc-

2689045

tures are fully completed and painted. All structures shall be complete as to external appearance within two years from the date of commencement of construction, unless prevented by cause beyond the owners' control.

SECTION 5 - DURATION

The covenants and restrictions of this Declaration shall run with, and bind the land, and shall inure to the benefit, and be enforceable by any owner of the land subject to this Declaration, their respective legal representatives, heirs, successors, and assigns for a period of twenty-five (25) years from the date this Declaration is recorded, after which time said covenant shall automatically be extended for successive periods of ten (10) years, unless an instrument signed by the then owners of two-thirds (2/3) of the lots has been recorded, agreeing to change said covenants and restrictions in whole or in part. Provided, however, that no such agreement to change shall be effective unless recorded three (3) years in advance of the effective date of such change, and unless written notice of the proposed agreement is sent to every owner at least ninety (90) days in advance of any action taken.

SECTION 6 - NOTICES

Any notice to be sent to any owner under the provisions of this Declaration shall be deemed to have been properly sent when mailed, post-paid, to the last known address of the person who appears as the owner.

SECTION 7 - ENFORCEMENT

Any owner may enforce these covenants and restrictions

2689045

by a proceeding at law or in equity against a person or persons violating or attempting to violate any covenant or restriction, either to restrain violation, or to recover damages, and failure by any owner to enforce any covenant or restrictions herein contained shall in no event be deemed a waiver of the right to do so thereafter.

SECTION 8

The contract sellers are not developers, and join in this Declaration only because they have an underlying title interest in this property.

SECTION 9 - SEVERABILITY

Invalidation of any one of these covenants or restrictions by judgment or court order, shall in no wise affect any other provisions which shall remain in full force and effect.

SECTION 10 - COUNTERPARTS

This Declaration may be executed in counter-parts by the respective parties.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year first above written.

Richard A. von Boecklin  
RICHARD A. von BOECKLIN

Stenner I. Kvinsland  
STENNER I. KVINSLAND

Margaret I. Kvinsland  
MARGARET I. KVINSLAND

Bernice Persing  
BERNICE PERSING

Peter J. Persing  
PETER J. PERSING

2689045

STATE OF WASHINGTON )  
 ) ss  
COUNTY OF PIERCE )

On this day personally appeared before me RICHARD A. von BOECKLIN, to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that he signed the same as his free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 15 day  
of August, 1976.

[Signature]  
NOTARY PUBLIC in and for the State  
of Washington, residing at Tacoma.

STATE OF WASHINGTON )  
 ) ss  
COUNTY OF PIERCE )

On this day personally appeared before me STENNER R. KVINSLAND and MARGARET I. KVINSLAND, husband and wife, to me known to be the individuals described in and who executed the within and foregoing instrument, and acknowledged 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 26 day  
of August, 1976.

[Signature]  
NOTARY PUBLIC in and for the State  
of Washington, residing at Tacoma.

STATE OF WASHINGTON )  
 ) ss  
COUNTY OF PIERCE )

On this day personally appeared before me BERNICE PERSING, to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that she signed the same as her free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 3rd day  
of September, 1976.

[Signature]  
NOTARY PUBLIC in and for the State  
of Washington, residing at Tacoma.

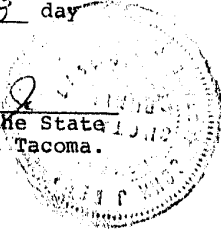
2689045

STATE OF WASHINGTON )  
 ) ss  
COUNTY OF PIERCE )

On this day personally appeared before me PETER J. PERSING, to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that he signed the same as his free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 3 day  
of September, 1976.

John J. Greco  
NOTARY PUBLIC in and for the State of Washington, residing at Tacoma.



Recorded SEP 15 1976 Time 8:40 am  
At the Pierce County Auditor's Office  
Richard A. Greco, Auditor  
By R. A. Greco  
Deputy Auditor

LBM/ln

② ↓  
FAT  
128738  
OCT 16 1990

9010160197

VOL 643 PAGE 3817

ROAD MAINTENANCE AGREEMENT

90 OCT 16 AM 11:12

Whereas there are private roads and common facilities to be maintained in the plat named Whiteman's Cove Plat One; and

Whereas the lot owners have historically shared the costs of maintenance and repair; and

Whereas the developer and lot owners desire to declare in the public records provisions of maintenance and repair;

Therefore, in consideration of the mutual benefits to be derived from this agreement and other valuable considerations. The undersigned agree and declare as follows:

1. This agreement applies to lots 1 through 20 of Whiteman's Cove Plat One, according to plat recorded in Book 33 of Plats at pages 3 and 4, records of Pierce County, Washington.
2. The owners of each lot shall pay a pro-rata share of the costs of repairing and maintaining the private roads and common facilities of said plat.
3. The decisions of repair and maintenance shall be determined by a majority vote of lot owners attending the annual meeting of owners or in the alternative, who agree in writing.
4. This agreement is a covenant running with the land and is binding upon the successors and assigns of the lot owners.

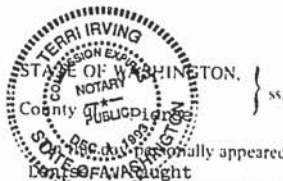
Dated: October 15, 1990

DEVELOPER:

Charles Rembert  
CHARLES REMBERT

OWNERS OF LOT 1:

Frank A. Raught  
FRANK A. RAUGHT  
Denise A. Raught  
DENISE A. RAUGHT



On this day personally appeared before me Charles Rembert, Frank A. Raught and Denise A. Raught to me known to be the individuals described in and who executed the within and foregoing instrument, and acknowledged 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 15th day of October, 1990

My commission expires: 12-1-93

ACKNOWLEDGMENT INDIVIDUAL

FAT

Terry Irving  
Notary Public in and for the State of Washington  
residing at Tacoma

9010160197

F. 9236

92 APR 15 AM 11:54

RECORDED  
BRIAN SONTAG  
AUDITOR PIERCE CO. WASH.

WHITEMAN'S COVE UTILITY &amp; MAINTENANCE ASSOCIATION

DECLARATION OF COVENANTS AND CONDITIONS FOR:  
SEWER UTILITY

The Sewer Utility Manager shall be responsible to contact the proper individuals to effect a repair in event of a problem with the community portion of the system. The Community portion of the system includes: all pump lines located on easements and shared with other members connected to the community drainfield, the community drainfield, siphoning mechanism and related appurtenances, and the siphoning house. A 24-hour emergency telephone number will be posted on the siphoning house in a conspicuous place in event of a system problem; this number shall be the number to reach the Sewer Utility Manager. All repairs and/or alterations to the community portion of the system must be approved through a licensed designer and effected by a licensed installer through the Tacoma-Pierce County Health Department.

That portion of the community system located on individually owned property will be the responsibility of the owner; this includes individual wet wells, pumps and related appurtenances, septic tanks and force mains located on individual lots.

All individual constructed residences shall comply with the current plumbing code requirements governing and limiting water usage through all plumbing fixtures. Water reducing shims are required on all faucets, interior water pressure shall be limited to 55 psi static pressure. Residences may be supplied through a water meter for monitoring water usage.

The Sewer Utility Manager will be appointed by the rules of the Articles of Incorporation or Association Bylaws; prior to or during interim appointment the Board of Directors shall have the authority and responsibility of the Sewer Utility Manager.

## The Sewer Utility Manager:

- 1) Will be required to enforce requirements for individual connections.
- 2) Will be required to keep a log book to record all information regarding the use and maintenance of the entire system.
- 3) Will be required to make periodical checks on the community portion of the entire system at the intervals specified elsewhere in this Declaration.

For reference only, not for re-sale.

- 4) Will receive septic tank pumping verification and maintain a file at the Association office.

The Lot Owner is responsible for:

- 1) Pumping out septic tank once every three years and forward a copy of the pumping receipt to the Sewer Utility Manager. A copy to be on file at Association office.
- 2) All portions of the septic system located on their individual parcel, including; septic tanks and wet well, pumps, and related appurtenances, force main and check-valves.
- 3) Not tampering with any portion of the above described system.
- 4) Not allowing any surface drainage, downspout water or any other flows except sewage disposal to enter the system.
- 5) Contacting a Licensed Designer in event of a system malfunction.
- 6) All electrical connections and power usage for their individual pump station.
- 7) Allowing the Sewer Utility Manager to inspect said individual system at various times to insure proper operation.

Sewer Utility Manager maintenance checklist:

- 1) Check valve riser at each connection point for leaks and proper operation.
- 2) Check easement area along where force main is buried for leaks.
- 3) Check liquid levels in the wet well to certify proper operation of the siphon. Levels observed at the bell of the siphon might mean that the system is trickling.
- 4) Check siphon screen to guard against clogging.
- 5) Check and log dose counter for review of system flows for that time period.

For reference only, not for re-sale.

- 6) Be present upon final inspection of the constructed system to pretest operation.
- 7) Insure that an accurate set of as-builts (plans) for future reference are on file at the Association office.
- 8) Contact Designer in event of system malfunction.

Check list item #3 to be done bimonthly; all other checks to be done yearly.

#### Sewer Utility Membership

A SEPTIC DRAINFIELD EASEMENT has been filed with the Pierce County Auditors Office for exclusive right of Whiteman's Cove Utility & Maintenance Association. This easement will be utilized by PHASE I and PHASE II Community Septic Systems.

All connections on both PHASE I and PHASE II systems will be based on effluent flows of 240 gallons per day maximum, equivalent to a two (2) bedroom residence, with the exception of Lot 6 of Whiteman's Cove Plat One; for which the maximum daily flow is 360 gallons per day, equivalent to a three (3) bedroom house.

For this easement, Charles Rembert will be entitled to four (4) "sewer connections" on PHASE I and four (4) connections on PHASE II at no monetary cost. These connections are dedicated as follows:

conn 1)	PHASE I-	Short-plat 77-344 Lot 1
conn 2)	PHASE I-	Short-plat 77-296 Lot 4
conn 3 & 4)	PHASE I-	Dedicated from future Short-plat of Parcel # 00-20-15-2-025
conn 5)	PHASE II-	Short-plat 77-744 Lot 4
conn 6)	PHASE II-	Short-plat 77-744 Lot 3
conn 7)	PHASE II-	Short-plat 77-744 Lot 2
conn 8)	PHASE II-	Dedicated to Parcel #R00-20-15-3-013

The cost of the Community Septic System, both PHASE I and II will be borne equally by, and dedicated to the following Lot Owners:

Short-plat	77-345	Lots 1-3-4	(PHASE I)
Short-plat	77-296	Lots 2-3	(PHASE I)
Short-plat	77-344	Lots 2-3	(PHASE I)
Short-plat	77-744	Lot 1	(PHASE I)
Whiteman's Cove Plat One		Lot 14	(PHASE I)

pg. 4

Whiteman's Cove Plat One Lots 5-6-10-13-16-19-20 (PHASE II)

The remaining availability, one (1) connection from PHASE I and three (3) connections from PHASE II shall become the property of WHITEMAN'S COVE UTILITY & MAINTENANCE ASSOCIATION.

THIS DECLARATION SUPERCEDES ALL OTHERS... April 15, 1992



Rudy P. Wallace - President  
WHITEMAN'S COVE UTILITY & MAINTENANCE ASSOCIATION

For reference only, not for re-sale.

**Auditor's Note:**  
**Complete notary omitted.**

9307290353

BK 0914 PG 3392

WHITEMAN'S COVE UTILITY &amp; MAINTENANCE ASSOCIATION 93 JUL 29 AM 11:25

## BYLAWS

RECORDED  
GATHY PEARSALL-STIPEK  
AUDITOR PIERCE CO, WASH.ARTICLE I  
NAME AND LOCATION

The name of the corporation is: WHITEMAN'S COVE UTILITY AND MAINTENANCE ASSOCIATION, hereafter referred to as the "Association". The principal office of the corporation shall be located at 5811 So. Sheridan Ave., Tacoma, Washington, 98408, but meetings of members and directors may be held at such places within the State of Washington as may be designated by the Board of Directors.

## ARTICLE II

Section 1. "Association" shall mean and refer to Whiteman's Cove Utility and Maintenance Association, its successors and assigns.

Section 2. "Board" shall mean Board of Directors as described in Art. IV.

Section 3. "Common Area" shall mean all real property owned by the Association for the common use and enjoyment of the Owners.

Section 4. "Cove Maintenance Utility" shall mean the care and maintenance of common areas on and near the "Cove" to include the maintenance of the water system and any fisheries that may be instituted.

Section 5. "Declaration" shall mean and refer to the Supplemental Declaration of: Management and Operations of Whiteman's Cove Utility & Maintenance Association, Covenants and Conditions For Sewer Utility, (and if included) Water (potable) District Utility, Cove and Street Maintenance Utility; to the Properties recorded in the Office of the Pierce County Auditor.

Section 6. "Emergency" shall mean any incident or problem occurring because of or due to any utility or obligation assigned to the Association that requires immediate action to control or stop any harmful action toward the utilities are obligations assigned to the Association.

Section 7. "Lot" shall mean and refer to any of the Lots described as part of the properties.

9307290353

15

BK 0914PG3393

pg. 2

Section 8. "Maintenance" shall mean kept in an operable, usable, or reasonable condition or a condition outlined by the Board.

Section 9. "Member" shall mean and refer to those persons entitled to membership as provided in the Declaration, to include all lots on and around Whiteman's Cove utilizing at least one of the utilities.

Section 10. "Eligible Voting Member" shall mean any lot owner from Art. II Sec. 8 that has paid current dues, assessments, and fees on any lot to be voted at the Annual Meeting prior to voting.

Section 11. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lots which is a part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 12. "Properties" shall mean and refer to that certain real property described in the Supplemental Declaration: of Covenants and Conditions For Sewer Utility, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 13. "Street Maintenance" shall mean the maintenance and upkeep of any common streets that have not been designated as county streets, roads, or highways incumbering the county for maintenance and upkeep, if and when this has been decreed by the Association.

Section 14. "Water Utility" shall mean a potable water district that is certified by the Pierce County Health Department.

#### ARTICLE III MEETING OF MEMBERS

Section 1. Annual Meetings. The first annual meeting of the members shall be held within one year from the date of incorporation of the Association, April 3, 1991, and each subsequent regular annual meeting of the members shall be held in the same month of each year thereafter.

9307290353

BK0914PG3394

pg. 3

Section 2. Special Meetings. Special meetings of the members may be called at any time by the president or by the Board, or upon written request of (1/4) one-fourth of all the members who are entitled to vote.

Section 3. Notice of Meetings. Written notice of each meeting of the members shall be given by, or at the direction of, the secretary or person authorized to call the meeting, by mailing a copy of such notice, postage prepaid, at least fifteen (15) days before such meeting to each member entitled to vote thereat, addressed to the member's address last appearing on the books of the Association for the purpose of notice. Said notice shall specify the place, day and hour of the meeting, and, in the case of a special meeting, the purpose of the meeting.

Section 4. Quorum. The presence at the meeting of members entitled to cast, or of proxies entitled to cast, 20 per cent (20%) of the votes of each class of membership shall constitute a quorum for any action except as otherwise provided in the Articles of Incorporation, the Declaration of Management and Operation for Whiteman's Cove Utility & Maintenance Association, or these Bylaws. If, however, such quorum shall not be present or represented at any meeting, the members entitled to vote thereat shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum as foresaid shall be present or be represented.

Section 5. Proxies. At all meetings of members, each member may vote in person or by proxy. All proxies shall be in writing and filed with the secretary. Every proxy shall be revocable and shall automatically cease upon conveyance by the member of his/her Lot.

#### ARTICLE IV

##### BOARD OF DIRECTORS: SELECTION and TERM OF OFFICE

Section 1. Number. The affairs of this Association shall be managed by a Board of three (3) directors, all of which shall be members of the Association.

Section 2. Term of Office. At the first annual meeting the members shall elect one (1) director for a term of one (1) year, one (1) director for a term of two (2) years, and one (1) director for a term of three (3) years; and at each annual meeting thereafter the members shall elect one (1) director for a term of three (3) years.

9307290353

BK0914PG3395

pg. 4

Section 3. Removal. Any director may be removed from the Board, with or without cause, by a majority vote of the members of the Association. In the event of death, resignation or removal of a director, his/her successor shall be elected by a majority of members at a special called meeting of the Association. Elected member shall serve for the unexpired term of his/her predecessor.

Section 4. Compensation. No director shall receive compensation for any service he may render to the Association. However, any director may be reimbursed for his/her actual expenses incurred in the performance of his/her duties.

Section 5. Action Taken Without A Meeting. The directors shall have the right to take any emergency action in the absence of a meeting which they could take at a meeting by obtaining the written approval of all the directors. Any action so approved shall have the same effect as though taken at a meeting of the directors.

#### ARTICLE V NOMINATION AND ELECTION OF DIRECTORS

Section 1. Nomination. Nomination for election to the Board of Directors shall be made by a Nominating Committee. Nominations may also be made from the floor at the annual meeting. The Nominating Committee shall consist of a Chairperson, who shall be a member of the Board of Directors, and two (2) or more members of the Association. The Nominating Committee shall be appointed by the Board prior to each annual meeting of the members, to serve from the close of such annual meeting until the close of the next annual meeting and such appointment shall be announced at each annual meeting. The Nominating Committee shall make as many nominations for election to the Board as it shall in its discretion determine, but not less than the number of vacancies that are to be filled. Such nominations may be made from among members.

Section 2. Selection of Nominees. All three (3) directors shall be members of the Association. These three directors shall have membership in a minimum of two (2) of the utilities i.e. Sewer, Water District, Cove Maintenance, and/or Street Maintenance.

Section 3. Election. Election to the Board shall be by secret written ballot. At such election the members or their proxies may cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the Declaration. The persons receiving the largest number of votes shall be elected. Cumulative voting is not permitted.

9307290353

BK0914PG3396

pg. 5

ARTICLE VI  
MEETINGS OF THE BOARD OF DIRECTORS

Section 1. Regular and Special Meetings. Regular and/or Special Meetings of the Board shall be held when called by the president of the Association, or by any two (2) directors, after not less than three (3) days notice to each director. Directors shall meet a minimum of one (1) time prior to the annual membership meeting.

Section 2. Quorum. A majority of the number of directors shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the Directors present at a duly held meeting at which a quorum is present shall be regarded as the act of the Board.

ARTICLE VII  
POWERS AND DUTIES OF THE BOARD OF DIRECTORS

Section 1. Powers. The Board shall have the power to:

(a) exercise for the Association all powers, duties and authority vested in or delegated to this Association and not reserved to the membership by other provisions of these bylaws, the Articles of Incorporation, or the Declaration of Management and Operations of Whiteman's Cove Utility & Maintenance Association.

(b) declare the office of member of the Board of Directors to be vacant in the event such member shall be absent from three (3) consecutive meetings of the Board of Directors with a nonvalid excuse; and

(c) employ an independent contractor, or such other employees as they deem necessary, and to prescribe their duties under emergency conditions.

Section 2: Duties. It shall be the duty of the Directors to:

(a) cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the members at the annual meeting of the members, or at any special meeting when such statement is requested in writing by one-fourth (1/4) of the members entitled to vote;

(b) supervise all officers, agents and employees of this Association, and to see that their duties are properly performed;

9307290353

BK0914PG3397

pg. 6

(c) issue, or to cause an appropriate officer to issue, upon demand by any person, a certificate setting forth whether or not any assessment has been paid, such certificate shall be conclusive evidence of such payment;

(d) procure and maintain adequate liability and hazard insurance on property owned by the Association;

(e) enforce or cause to be enforced any and all required codes, regulations, and other requirements of state, local ordinances, and the requirements of any easements, Declarations pertaining to the Whiteman's Cove Utility and Maintenance Association.

(f) cause all officers or employees having fiscal responsibilities to be bonded, as it may deem appropriate; and

(g) cause the common area to be maintained.

#### ARTICLE VIII OFFICERS AND THEIR DUTIES

Section 1. Enumeration of Officers. The officers of this Association shall be a president, vice-president, and secretary-treasurer, who shall at all times be members of the Board; a recording secretary and such other officers as the Board may from time to time create by resolution.

Section 2. Election of Officers. The election of officers shall take place at each annual meeting of the members.

Section 3. Term. The officers of this Association shall be elected annually by the membership and each shall hold office for three (3) years unless he/she shall sooner resign, or shall be removed, or otherwise disqualified to serve.

Section 4. Special appointments. The Board may elect such other officers as the affairs of the Association may require (recording secretary), each of whom shall hold office for such a period, have such authority, and perform such duties as the Board may, from time to time, determine.

Section 5. Resignation and Removal. Any special appointed officer may be removed from office with cause by the Board. Any officer may resign at any time giving written notice to the Board, the president, vice-president, or

9307290353

BK0914PG3398

pg. 7

secretary-Treasurer. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 6. Vacancies. A vacancy in any special appointed office may be filled by appointment by the Board. The officer appointed to such vacancy shall serve the remainder of the term of the officer replaced.

Section 7. Multiple Offices. No person shall simultaneously hold more than one of any of the other offices except in the case of special offices created pursuant to Section 4 of this Article.

Section 8. Duties. The duties of the officers are as follows:

President

(a) The president shall preside at all meetings of the Board; shall see that orders and resolutions of the Board are carried out; shall sign all leases, mortgages, deeds and other written instruments and shall co-sign all checks and promissory notes.

Vice-President

(b) The vice-president shall act in the place and stead of the president in the event of his/her absence, inability or refusal to act, and shall exercise and discharge such other duties as may be required of him/her by the Board.

Secretary/Treasurer

(c) The secretary/treasurer shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the members; keep the corporate seal of the Association and affix it on all papers requiring said seal; serve notice of meetings of the Board and of the members; keep appropriate current records showing the members of the Association together with their addresses, and shall perform such other duties as required by the Board.

The secretary/treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board; shall sign all checks and promissory notes of the Association; keep proper books of account; cause an annual audit of the Association books to be made by a public accountant at the completion of each fiscal year; and shall prepare an annual budget and statement of income and expenditures to be presented to the membership at its regular annual meeting, and deliver a copy of each to the members.

9307290353

BK0914PG3399

pg. 8

## Recording Secretary

(d) The recording secretary shall take minutes of Board meetings and meeting with members; minutes shall be prepared for distribution to members in cooperation with the secretary/treasurer or president.

ARTICLE IX  
COMMITTEES

The Association shall appoint a Nominating Committee, as provided in these bylaws. In addition, the Board shall appoint other committees as deemed appropriate in carrying out its purpose.

ARTICLE X  
BOOKS AND RECORDS

The books, records and papers of the Association shall at all times, during reasonable business hours, be subject to inspection by any member. The Declarations, the Articles of Incorporation and the bylaws of the Association shall be available for inspection by any member at the principal office of the Association, where copies may be purchased at reasonable cost.

ARTICLE XI  
ASSESSMENTS

As more fully provided in the Declarations, each member is obligated to pay to the Association annual and special assessments which are secured by the continuing lien upon the property against which the assessment is made. Any assessments which are not paid when due shall be delinquent. If the assessment is not paid within thirty (30) days after the due date, or arrangements made with the Board, the assessment shall bear interest from the date of delinquency at the rate of twelve percent (12%) per annum, and the Association may bring an action at law against the owner personally obligated to pay the same or foreclose the lien against the property, and interest, cost, and reasonable attorney's fees of any such action shall be added to the amount of such assessment. No owner may waiver or otherwise escape liability for the assessments provided for herein by nonuse of the Common Area or abandonment of his/her lot.

9307290353

BK0914PG3400

Pg. 9

ARTICLE XII  
AMENDMENTS

Section 1. These bylaws may be amended, at a regular or special meeting of the members, by a vote of a majority of a quorum of members present in person or by proxy.

Section 2. In case of any conflict between the Articles of Incorporation and these bylaws, the Articles shall control; and in the case of any conflict between the Declarations and these bylaws, the Declarations shall control.

ARTICLE XIII  
NONPROFIT ASSOCIATION

This Association is not organized for profits. No member, member of the Board, or person from whom the Association may receive any property or funds shall receive or shall be lawfully entitled to receive any pecuniary profit from the operations thereof, and in no event shall any part of the funds or assets of the Association be paid as salary or compensation to, or distributed to, or inure to the benefit of any member of the Board, from time to time, being reimbursed for his/her actual and reasonable expenses incurred in connection with carrying out the duties and responsibilities of this Association.

ARTICLE XIV  
MISCELLANEOUS

The fiscal year of the Association shall begin on the first day of January and end on the thirty-first day of December of every year, except that the first fiscal year shall begin on the date of incorporation.

IN WITNESS WHEREOF, we, being all of the directors of the Whiteman's Cove Utility & Maintenance Association, have Hereunto set our hands this \_\_\_\_ day of \_\_\_\_\_, 1991.

*Rudy P. Wallace* President

APW  
REVISED: 4-5-92

9307290353

9307290354

BK0914PG3401

## CONDITIONS + COVENANTS AGREEMENT

## WHITEMAN COVE UTILITY &amp; MAINTENANCE ASSOCIATION

The Whiteman Cove Utility & Maintenance Association

conditions and covenants run with the land. (9307290353)

The following properties are affected by this agreement:

Whiteman Cove Plat One Lots 1-20

Short Plat 77-345 Lots 1-4

Short Plat 77-296 Lots 1-4

Short Plat 77-344 Lots 1-4

Short Plat 77-744 Lots 1-4

Also affected, any lot that may be served by any

"Association" Declaration, Utility, or District.

93 JUL 29 AM 11:25  
RECORDED  
CATY PEARSON-STYER  
ADDITION PIERCE CO. WASH.

→ Laurie Adams Keltner  
OWNER

→ John P. Allen  
OWNER

OF

Lot 13 Plat 1  
LOT NUMBER

19519 Whitemans W.

→ Rd. K.P.S.  
LONG BRANCH WA 98351

Barbara J. Pitts Heard  
NOTARY

6-8-1993

DATE



9307290354

9407190451

BK 11044 PG 0351

*Addendum to By-Laws*

WHITEMAN COVE UTILITY &amp; MAINTENANCE ASSOCIATION

9307296353

The Whiteman Cove Utility & Maintenance Association  
conditions and covenants run with the land.

The following properties are affected by this agreement:

Whiteman Cove Plat One Lot 1-4

Short Plat 77-343 Lots 1-4

Short Plat 77-296 Lots 1-4

Short Plat 77-344 Lots 1-4

Short Plat 77-744 Lots 1-4

also affected, any lot that may be served by any  
"Association" Declaration, Utility, or District.

RECORDED  
CATRY PEARSON-STIPER  
AUDITOR PIERCE CO. WASH

94 JUL 19 PM 4: 01

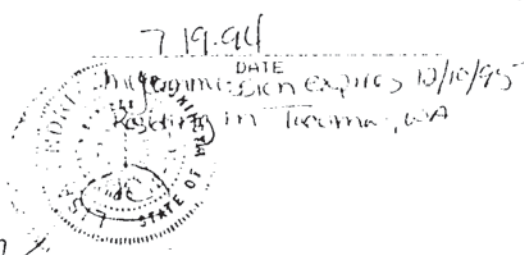
*Ruby L. Wallace*  
OWNER

*Jennie L. Wallace*  
OWNER

OF

WHITEMAN COVE PLAT ONE - LOT 14  
LOT NUMBER

*Cheryl E. [Signature]*  
NOTARY



9407190451