

88596 (contd)

the W line of sd Lot, 701.54 ft to pob; EXC any portion thof lying E of a line that is prl with and 1200 ft W of E line of sd Gov Lot.

...\$3000...\$1000...The sd bal of \$2000 shall be pd on or bef 1 yr from th date hof tog with int on sd deferred prin at rate of 4% pa from date until pd.

A copy of this contr tog with a Stat WD will be deposited with the Everett Trust & Savings Bank in Oak Harbor, Wn, as sd bank is instructed to deliver the d te purchr upon full pmt of bal of this contr to account of seller. The bank is authorized to withhold from the final pmt the cost of rev stamps upon the d. After recording of contr, a copy of Sales Tax Receipt will likewise be deposited into escrow.

The d which will be escrowed will contain an exception to effect that the St of Wn reserves certain min right which more particularly are set forth in a d from the St of Wn to the above desc'd land and other land. ...this date...fire ins clause marked out...warranty...

V.W. Thuesen

Leonard O. Beard

\$30

ICW 1-19-53 by V.W. Thuesen bef Russell B. Johnson np for Wn res Oak Harbor ns 8-21-56

SCW 1-20-53 by Leonard O. Beard bef R.A. Johnstone np for Wn res Concrete ns 12-22-56

Skagit-Island Title Co

AGREEMENT 1-23-53
12-27-52

75-D-369

88597

Lark M. Hansen and Syble M. Hanson, h and w
and Sixt
Sixten P. Nordenberg

NOW WHAS fps hinaft referred to as the sellers have this day sold unto sp, hinaft referred to as the purchr a cert parcel of re located in IC, do now as part of cons of above mentioned trans hereby agree as follows:

1. The sellers will grant unto the purchr a right of ease over and along a cert rdway to be constructed across the land of sellers which will afford purchr access to beach, provided, however, until such time as said rdway may be completed sellers do hereby grant unto purchr the right to cross sellers land for the purp of obtaining access to beach.

11. The Sellers grant unto the purchr the right to joint use of existing power line now serviceing the premises until such time as an adequate power line has bn established along the co rd at which time the purchr agree to connect thereto.

111. The Sellers grant unto the purchr the right to joint use of pres water sustem until such time as the purchr establish their own system, provided, that the cost of maintenance of such system shall be profated bet the sellers and purchr in acc to their resp use of same.

Lark M. Hanson
Syble M. Hanson
Sixten P. Nordenberg

ICW 12-27-52 by Lark M. Hanson, Syble M. Hanson and Sixten P. Nordenberg bef R.S. Noble np for Wn res Danglely ns 3-7-54.
Skagit-Island Counties Title Co.

WD 1-23-53
12-27-52

75-D-370
\$4500.

88598

Lark M. Hanson and Syble M. Hanson, h and w
to
Sixten P. Nordenberg and Mabel Nordenberg, h and w

183425

RESTRICTIVE COVENANTS RUNNING WITH LAND

FILED FOR RECORD AT 1:22 PM
MAY 12 1966 at request of
R. P. Fakhama
J. W. LIBREY, AUDITOR
ISLAND COUNTY, WASH.

THIS MORTGAGE and Declaration of Covenants running with the land, made this 20 day of MAY, 1966, by FAKHAMA DEVELOPMENT COMPANY

WITNESSETH:

WHEREAS, said parties are the owners of BUSH POINT SHORES, DIVISION NO. 1, an addition to Island County, Washington, as recorded in Volume 8 of plats, page 84 records of Island County, which property is located in Island County, Washington and

WHEREAS, it is the desire of said parties that said covenants be recorded and that said restrictive covenants be thereby impressed upon said land, now therefore

IT IS HEREBY MADE KNOWN THAT said parties to by these presents make, establish confirm and hereby impress upon BUSH POINT SHORES, DIVISION NO. 1, an addition to Island County, Washington, according to plat thereof recorded in Volume 8 of plats, page 84, records of Island County, Washington, which property is all located in Island County, Washington, the following restrictive covenants to run with said land, and do hereby bind said parties and all of their future grantees, assignees and successors to said covenants for the term hereinafter stated and as follows:

1. The area covered by these covenants is the entire area described above.
2. No lot shall be used except for residential purposes, except such lot as may be designated by developers as community building. No building shall be erected, altered, placed or permitted to remain on any lot other than one detached single family dwelling building and shall be restricted to 17 feet in height, except that said height restriction shall not apply to lots 1, 2, 3, 4, 5, 14, 15 and 16 in Block 1.
3. No building shall be erected, placed or altered on any lot until the construction plans and specifications and a plan showing the location of the structure have been approved by the Architectural Control Committee as to quality of workmanship, and materials, harmony of external design with existing structures, and as to location with respect to topography and finish grade elevation. The connecting of any and all utilities, including underground power and telephone, shall be constructed as to conform to a neat and orderly appearance and must be approved by the Architectural Control Committee. The Architectural Control Committee is composed of the following, or their successors:

Robert P. Fakhama
Oak Harbor, Washington.

Al D. Fredriksen
Greenbank, Washington.

Donald R. Creve
Freeland, Washington.

A majority of the Committee may designate a representative to act for it. In the event of death or resignation of any member of the Committee, the remaining members shall have full authority to designate a successor. At any time, the then record owners of a majority of the lots shall have the power through a duly recorded written instrument to change the membership of the Committee or to withdraw from the Committee or restore to it any of its powers and duties.

(Continued)

The committee's approval or disapproval as required in these covenants shall be in writing. In the event the Committee, or its designated representative, fails to approve or disapprove within 30 days after plans and specifications have been submitted to it, or in any event, if no suit to enjoin the construction has been commenced prior to the completion thereof, approval will not be required and the related covenants shall be deemed to have been fully complied with.

4. It is the intent that all dwellings and structures placed upon these lots be of a permanent finished residential character and appearance that does not detract from surrounding areas and is compatible and harmonious with the general area.
5. No building shall be located on any lot nearer to the front lot line than 20 feet, or nearer than 15 feet to any side street line. No building shall be located nearer than 5 feet to an interior lot line. Side and front yard shall be required for a garage or other permitted accessory building. For the purpose of this covenants, eaves, steps and open porches shall be considered as a part of a building. Front lot line shall be considered to the lot line adjacent to the street. Garages and accessory building shall conform to these requirements.
6. Easements for installation and maintenance of utilities and drainage facilities are reserved over a 2-1/2 foot wide strip along each side of interior lot lines and over the rear five feet of each lot.
7. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become annoyance or nuisance to the neighborhood.
8. No structure of a temporary character, trailer, basement, tent, shack, garage, barn or any other outbuildings shall be used on any lot at any time as a residence, either temporarily or permanently.
9. Any dwelling or structure erected or placed on any lot in this subdivision shall be completed as to external appearance, including exterior finish within 9 months from date of start of construction. No dwelling shall be less than 750 square feet, exclusive of garages, outbuildings and other appurtenances.
10. Care and maintenance of trees, shrubbery and so forth on all residential lots shall be the responsibility of the respective owners of the respective lots, provided however, that for the purposes of this paragraph, and as to residential lots which are the subject and contracts of purchase and sale, the term "owners" means contract vendees and their assigns only, to the exclusion of the contract vendors thereof. No trees except original growth trees on the property at the time of recording the contract of sale, or the warranty deed in the case of sales for cash, shall be allowed to grow to a height of more than thirteen (13) feet, upon lots designated in the master plat of BUSH POINT SHORES, DIVISION No. 1 as view-lots for one story buildings, nor shall any trees except original growth trees on the property at the time of recording the contract of sale, or the warranty deed in the case of sales for cash, be allowed to grow to a height of more than eighteen (18) feet, upon lots designated in the master plat of BUSH POINT SHORES, DIVISION NO. 1, as view lots for one and one-half (1 1/2) story buildings. The purpose and intent of the restrictions set forth in this

paragraph is to insure that the owners of residential lots are allowed to enjoy the surrounding view and in particular the seaward and Olympic Mountain view. It shall be the responsibility of the owners of residential lots to keep weeds, stinging nettles, poison ivy, etc., not limited by those mentioned, under control and to prevent the spread of said plant growths to other residential lots. Fences shall not be of height to exceed 5 feet and then only upon approval of Architectural Control Committee.

11. No sign of any kind shall be displayed to the public view on any lot except one professional sign of not more than one square foot, one sign of not more than five square feet advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction and sales period and excepting signs used by sales agent during term of initial sales promotion.
12. No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot except that dogs, cats or other household pets may be kept, provided that they are not kept, bred or maintained for any commercial purposes.
13. 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.
14. 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 the use in boring for oil or natural gas shall be erected, maintained or permitted upon any lot.
15. 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 Island County and the Architectural Control Committee. Approval of such system as installed shall be obtained from such authority. No outhouses shall be permitted.
16. BUSH POINT SHORES COMMUNITY ASSOCIATION INCORPORATED: For the benefit and enjoyment of community utilities, recreation facilities and real property by residents and property owners in the plat of BUSH POINT SHORES DIVISION NO. 1, each fee owner or contract purchaser of a residential lot or lots in said plat shall become a member of BUSH POINT COMMUNITY ASSOCIATION, INCORPORATED, a non-profit corporation.
 - (a) Each membership in the corporation shall be governed by the Articles of Incorporation, By-laws and Rules and Regulations of the corporation, including any amendments of or revisions thereof which may hereafter be effected from time to time.
 - (b) Each fee owner or contract purchaser shall maintain his membership in the corporation in good standing, subject to the aforesaid Articles, by-Laws and Rules and Regulations, as long as he shall continue to have a fee owner's or contract purchaser's interest in said residential lot or lots. (It being understood that the sale of the realty under a real estate contract or assignment of a vendee's interest in a real estate contract shall constitute a transfer of ownership for the purpose of termination of membership.)

- (c) Each member shall pay when due all fees, dues, charges and assessments which may from time to time become payable to the corporation and any default or defaults on such obligations or otherwise with regard to the members duties and obligations as a member of the corporation, shall subject said defaulting member and/or the residential lot or lots owned or being purchased by said defaulting member to such claims, damages, liens, mortgages, penalties or other liabilities as may now or hereafter be provided by by-laws or in the aforesaid Articles, By-laws and Rules and Regulations of the corporation, or by interim regulations promulgated by the under-signed for the purpose of establishing interim operating rules and regulations, in general accordance with the aforesaid provisions of Paragraph 16 and other provisions hereinbefore stated. Said interim operating rules and regulations shall become null and void upon the date that a Certificate of Incorporation is issued to the corporation by the Secretary of State.
17. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of thirty years from the date these covenants are recorded, after which time said covenants shall be automatically extended from successive period of 10 years unless an instrument signed by a majority of the then-owners of the lots has been recorded, agreeing to change said covenants in whole or in part.
18. Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant either to restrain violation or to recover damages.
19. Invalidity of any one of these covenants by judgment or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.
20. The restrictive covenants contained herein may be waived or changed by the Architectural Control Committee, when land contours or other circumstances would cause an undue hardship. The Architectural Control Committee, shall be the sole judge of the necessity for waiving or changing the Restrictive Covenants.

IN WITNESS WHEREOF we have hereunto set our hands and seals this 6 day of May, 1966.

PAKEMA DEVELOPMENT COMPANY

Robert P. F. Williams
SECRET

James M. L. L. L. L.
SECRET

STATE OF ALABAMA

COUNTY OF MOBILE

STATE OF WASHINGTON)

COUNTY OF ISLAND) ss.

I, the undersigned, a Notary Public in and for the State of Washington, hereby certify that on this 6 day of May, 1966, personally appeared before me Robert P. Fakkema and Susan M. Fakkema, his wife, to me known to be the individuals described in and who executed the foregoing instrument and acknowledged that they signed and sealed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal the day and year last above written.

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

Oak Harbor



[Handwritten notes and stamps on the back of the document:]

RECORDED
VOL. 29-1152
PAGE 8
REQUEST OF
R. F. Feltman
MAY 17 1 4 PM '68

X.M. G...
LET AND CO WASH
AND FIRST AVENUE
DEPT.

Copied by _____
Indexed by K. _____

vol 30 page 419

186890

RESTRICTIVE COVENANTS RUNNING WITH LAND

2. and Declaration of Covenants running with the land, made August 1, 1986, by FARMER DEVELOPMENT COMPANY

members duties and obligations as a member of the corporation, shall subject said defaulting member and/or the residential lot or lots owned or being purchased by said defaulting member to such claims, damages, liens, mortgages, penalties or other liabilities as may now or hereafter be provided by By-laws or in the aforesaid Articles, By-laws and Rules and Regulations of the corporation, or by interim regulations promulgated by the under-signed for the purpose of establishing interim operating rules and regulations, in general accordance with the aforesaid provisions of Paragraph 16 and other provisions hereinbefore stated. Said interim operating rules and regulations shall become null and void upon the date when a Certificate of Incorporation is issued to the corporation by the Island Court of the Secretary of State.

page 12, records of said county, and the covenants to run with said land, and said covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of thirty years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive period of 10 years unless an instrument signed by a majority of the then-owners of the lots has been recorded, agreeing to change said covenants in whole or in part, except such law as may be in effect at the time of recording of this instrument. No lot shall be used for any purpose other than that for which said lot is zoned. No building shall be erected on any lot except as permitted by the zoning ordinance in effect at the time of recording of this instrument. Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenants either to restrain violation or to recover damages.

319. No invalidation of any covenant placed on a lot until the construction
 320. plan is approved by the Architectural Control Committee shall
 321. have any effect on the validity of the covenants which shall remain in full force
 322. and effect.
 323. 20. The restrictive covenants contained herein may be waived or changed by the
 324. Architectural Control Committee, when land contours or other circumstances
 325. would cause undue hardship. The Architectural Control Committee shall be
 326. the sole judge of the necessity for waiving or changing the Restrictive Covenants
 327. contained in the following:

IN WITNESS WHEREOF we have hereunto set our hands and seals this 13th day of Nov., 1966
Oak Harbor, Washington Greenacres, Washington

[illegible]

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(Continued)

RECEIVED
JAN 10 1964
U.S. DEPT. OF JUSTICE



ISLAND COUNTY AUDITOR

LET

4071339

Page: 1 of 2

08/19/2003 11:32A

Return Name & Address:

BUSH PT. RESORT
WATER SYSTEM, INC.
P.O. Box 1420
Freeland, Wa. 98249

Please print or type information

Document Title(s) (or transactions contained therein):

1. BUSH POINT RESORT WATER SYSTEM, INC. TRANSFER FEE
- 2.

Reference Number(s) – (recording number of document being assigned, released, re-recorded, etc.)

Grantor – (seller, assignor, signator)

1. BUSH POINT RESORT WATER SYSTEM, INC.
- 2.
- 3.

Additional names on page ____ of document.

Grantee – (buyer, assignee, notice given to)

1. BUSH POINT RESORT WATER SYSTEM, INC. USERS
- 2.
- 3.

Additional names on page ____ of document.

Legal Description – Abbreviated: i.e. lot/block/plat or section/township/range & quarter/quarter

See page ____ for full legal.

Assessor's Tax Parcel Number

Additional parcel numbers on page ____.

The Auditor/Recorder will rely on the information provided on the form. The staff will not read the document to verify the accuracy or completeness of the indexing information provided herein.

August 19, 2003



ISLAND COUNTY AUDITOR

LET

4071339

Page: 2 of 2

08/19/2003 11:32A

Bush Point Resort Water System, Inc.
P.O. Box 1420
Freeland, Wa. 98249
(206) 929-3080

Subject: Water Service Transfer Fee

To Whom It May Concern;

This is a follow-up to the letter dated April 6, 1997 and reiterates Bush Point Resort Water System's policy on water user transference. Bush Point Resort Water System, Inc. requires a \$1000.00 (one thousand dollar) transfer fee to transfer water use from your name to another. When you sell, or otherwise change or assign ownership of your property served by Bush Point Resort Water System, Inc. this transfer fee is required.

Sincerely,

Dennis J. Keefe, President
Bush Point Resort Water System, Inc.
P.O. Box 1420
Freeland, Wa. 98249
(206) 929-3080

Robert E. Brewster
PO Box 756
Freeland, WA 98249

10/17/2008 12:49:41 PM
Recording Fee \$50.00 Page 1 of 9
Bylaws
Island County Washington

4238463



Document Title: By-Laws of Bush Point Shores Community Association
Grantor: Bush Point Shores Community Association
Grantee: The Public



BY-LAWS OF

BUSH POINT SHORES COMMUNITY ASSOCIATION

ARTICLE I

Purposes

Section 1. The corporation shall be conducted as a non-profit social and maintenance organization for the purposes set forth in the Articles of Incorporation.

Section 2. The purposes for which this corporation has been created may, subject to the limitations imposed and procedures required by applicable law, be altered, modified, enlarged or diminished by the vote of a majority of the members, at an Annual Meeting or at any Special Meeting duly called for that purpose.

ARTICLE II

Membership

Section 1. The membership of this corporation shall consist of and be limited to the incorporator, Robert P. Fakkema, and the owners or contract purchasers of property as determined by the Board of Directors. Privileges and facilities of the association shall be extended to the spouse and children of a member and may be extended to guests, under such rules and regulations as the Board of Directors may prescribe.

Section 2. Membership shall be inseparably appurtenant to the tracts owned or being purchased by the members, and upon the transfer of ownership or the making of a contract for the sale of any such tracts, the membership appurtenant thereto shall be deemed to be transferred to the contract purchaser or grantee, and said ownership is not subject to the approval of the Board of Directors, or of the other members of said association. No membership may be conveyed or transferred in any other way.

In the event of the death of a member, his membership shall pass in the same manner and to the same persons as does the real property itself.

Section 3. No membership shall be forfeited nor any member be expelled, except members and their voting rights may be temporarily suspended during the period within which such members may be billed by the corporation for regular dues, which have been for more than SIXTY (60) days due and unpaid. No



member may voluntarily withdraw from membership except upon the transfer of title to, or upon contracting for the sale of, the tract to which his membership is appurtenant. No compensation shall be paid to the corporation upon any transfer of membership and no member whose membership is transferred shall be entitled to share or participate in any of the property or assets of the corporation.

ARTICLE III

Meetings

Section 1. Annual meetings of the members of the corporation shall be held at the registered office of the corporation, or such other place as the Board of Directors, by simple majority vote, may designate, on the second Saturday of June of each year.

Notice thereof shall be given by the Secretary in writing, postage prepaid by United States mail to the address of each member appearing on the books of the corporation, the mailing date thereof to be not less than fourteen (14) days and not more than sixty (60) days prior to the meeting, or as otherwise required by applicable law. At such meeting the members shall elect Directors as herein provided and transact such other business as may properly come before them.

Section 2. Special meetings of the membership of the corporation may be called from time to time at the discretion of the President or a majority of the Board of Directors, or by the Secretary upon receipt of written request therefore signed by members owning at least ten percent of the number of tracts of property within the jurisdiction of the corporation. Notice of a Special Meeting, stating the purposes thereof, shall be given by the Secretary to all members in the same manner as notice is given for the Annual Meeting, except that it shall be mailed at least twenty (20) days prior to the date of the meeting.

Section 3. At any meeting of the membership of the corporation, those members present in person shall constitute a quorum. Each member so present shall be entitled to one (1) vote.

Section 4. Members shall be entitled to cast one (1) vote per membership and no more than one (1) vote shall be cast per membership regardless of the number of lots owned by a member, nor may one person hold more than one membership except temporarily as Executor or Administrator in probate proceedings, or as guardian. The vote for any membership owned by a single marital community may be cast by either spouse without presentation of authority from the other, but if both are present it shall be cast by the husband.



ARTICLE IV

Management

Section 1. The business and property of BUSH POINT SHORES COMMUNITY ASSOCIATION shall be managed by a Board of Directors. The number of directors who shall manage the affairs of the corporation shall not be less than three (3) nor more than nine (9).

Section 2. The Directors of the corporation shall be elected by a majority vote of the membership of the corporation at the annual Meeting of the membership, which shall be the beginning of the corporation year. One or more Directors are to be elected each year.

Section 3. The term of office of each Director of the corporation shall be for three (3) years or until his successor is elected.

Section 4. In the event a Director, other than an incorporator, can no longer qualify as an owner or purchaser of any lot and ceases to be a member, he shall thereupon also automatically cease to be a Director and his office shall become vacant without the necessity of any act by the Board, which shall, none the less, note that fact upon the minutes of its next meeting.

Section 5. The Board of Directors of the corporation shall hold regular meetings on the second Saturday of September, December, and March of each year, and immediately following the annual membership meeting, along with such Special Meetings as the Chairman of the Board of Directors shall deem necessary for the competent management of the affairs of the corporation.

Section 6. Each member of the Board of Directors shall possess one vote in matters coming before the Board. All voting at meetings of the Board of Directors shall be by each member in person and voting by proxy shall not be allowed. A majority of the members of the Board of Directors shall constitute a quorum.

Section 7. Any Director may be removed from office by a two-thirds (2/3) vote of the membership at any regular or special meeting of the membership of the corporation. Notice of the proposed removal of a Director must be given to said Director prior to the date of the meeting at which such removal is to be voted upon. Such notice to the Director must state the cause for the proposed removal.

Section 8. Unexcused absence from four (4) consecutive meetings of the Board of Directors shall be due cause for removal of a Director.



Section 9. Any vacancy occurring on the Board of Directors by reason of the death, resignation or removal of a Director shall be filled by the affirmative vote of the majority of the remaining Board of Directors. Such appointee shall serve during the unexpired term of the Director whose position has become vacant.

Section 10. At the meeting of the Board of Directors immediately following the annual membership meeting, the members of the Board of Directors shall elect from the members the following officers: President, Vice President, Secretary and Treasurer. All such officers shall be members of the corporation. The President of the corporation shall be the Chairman of the Board of Directors

Section 11. The Board of Directors shall do whatever may be necessary and proper for the enforcement of the provisions of the declarations of covenants and restrictions affecting the property subject to the jurisdiction of this corporation.

Section 12. Members of the Board of Directors shall receive no compensation for their services to the corporation, but shall be reimbursed by it for such reasonable expenses as they may necessarily incur in the pursuance of the business of the corporation.

ARTICLE V

Duties of Officers

Section 1. **PRESIDENT.** The President and Chairman of the Board of Directors shall supervise all activities of the corporation; execute all instruments in its behalf; preside at all meetings of the Board of Directors and of the membership of the corporation; call such meetings of the membership as shall be deemed necessary, other than the annual Meeting of the membership; and perform such other duties usually inherent in such office.

Section 2. **VICE PRESIDENT.** The Vice President shall act for the President in his absence and perform such other acts as the President may direct.

Section 3. **SECRETARY.** It shall be the duty of the Secretary to keep all records of the Board of Directors and of the corporation. He shall attest with his signature all instruments executed on behalf of the corporation, and shall perform such other acts as the President may direct.

Section 4. **TREASURER.** The Treasurer shall receive and be accountable for all funds belonging to the corporation; pay all obligations incurred by the corporation when payment is authorized by the President and the Secretary; maintain bank accounts in a depository designated by the Board of Directors; and render periodic financial reports.



ARTICLE VI

Dues, Assessments and Water Connection Fees

Section 1. For the purposes of financing the activities of the corporation, it is hereby declared that the owners (members) of all of the tracts within the jurisdiction of the corporation, except the unsold tracts owned by the developer, shall be charged amounts, as annual dues and assessments, as follows:

A. Each member shall pay annual dues of \$50.00 per year, per tract of property owned by said member.

B. In addition to the above mentioned dues, there shall be an annual water usage charge of \$150.00 per connection for each member using water from the water distribution system of the corporation. A duplex would be considered two connections.

C. In addition, there shall be an annual improvement assessment of \$100.00 per tract of property owned by said member. The \$100 general improvement assessment shall extend through the corporation's 2006-2010 fiscal year (June 1, 2006, through May 31, 2010).

Section 2. There also shall be a one-time, \$10,000 connection fee for water, for those owners desiring water service from the corporation's water system.

Section 3. No member or other party may tap into the corporation's water system without the prior, written approval of the Board of Directors, or their designated agent, and said installation must be made in accordance with the terms established by the Board of Directors or their agents, to ensure a satisfactory water connection.

Section 4. The annual dues and all other annual assessments shall be paid on or before the 1st day of August following the June annual members' meeting at which they have been fixed. Within one (1) month of the date of the June meeting, the Treasurer shall cause a statement of his annual dues and assessments to be mailed to each member at his address of record kept by the Secretary. Any dues and/or assessments not paid by the 1st day of August shall thereafter be delinquent and shall accrue interest at the maximum rate permitted by law. Upon becoming delinquent, such unpaid dues and assessments shall constitute a lien upon the tract or tracts against which they have been levied, and the corporation may file for record, within one-hundred and twenty (120) days after said delinquency, a statement of said charges and lien at the Island County, Washington, Auditor's office. A release of said lien shall be filed by the corporation upon payment in full of said charges, along with interest, costs and disbursements, including reasonable attorney fees incurred by the corporation in



connection with said unpaid dues and assessments and lien. Said lien may be enforced by the corporation as a lien upon real property under the laws of the State of Washington; and, if said lien is foreclosed, the member/owner shall be liable for the costs and disbursements, including reasonable attorney fees, of the club herein, all of which costs, disbursements and attorney fees shall be secured by such lien. Members shall have, nonetheless, first liability for dues and assessments, whether by accepting a deed to or by executing a contract to purchase, a tract to which unpaid dues and assessments have been allocated, and shall become personally obligated to pay such dues and assessments, including any accrued interest thereon, and shall be subject to the enforcement provisions of this section.

Section 5. In the event that any member of this corporation fails for a period of sixty (60) days after August 1st, to pay his dues and assessments, this corporation shall have the power to discontinue water service to his property until such bill is paid, and/or to suspend voting privileges and membership, as herein above provided, until such bill has been paid.

Section 6. In the event one or more tracts are combined, such tract shall be assessed as a single tract in calculating dues and assessments owed by the member owning the combined tract.

ARTICLE VII

Amendments

Section 1. These by-laws may be amended by the Board of Directors at any regular meeting or at any special meeting properly called for that purpose, by the affirmative vote of a majority of the Directors present. The Board of Directors shall not make or repeal any by-laws section fixing their qualifications or pay without the consent of a majority of the members.



The within and foregoing By-Laws of BUSH POINT SHORES
COMMUNITY ASSOCIATION were duly adopted, originally, by the directors of
the corporation the 21st day of August 1971, and were last amended on March
15, 2008.

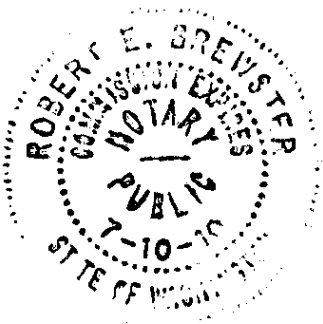
Marilyn A. Lueken
Marilyn A. Lueken, President


Attest: Beverly Wehthin
Beverly Wehthin, Secretary

STATE OF WASHINGTON)) ss.
COUNTY OF ISLAND)

I certify that I know or have satisfactory evidence that Marilyn A. Lueken is the person who appeared before me, and said person acknowledged that she signed this instrument, on oath stated that she was authorized to execute the instrument and acknowledged it as the president of the BUSH POINT SHORES COMMUNITY ASSOCIATION, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: August 13, 2008.





Notary Public in and for
the State of Washington,
My appointment expires: 7-10-2010

STATE OF WASHINGTON)
) ss.
COUNTY OF ISLAND)

I certify that I know or have satisfactory evidence that Beverly Wenthin is the person who appeared before me, and said person acknowledged that she signed this instrument, on oath stated that she was authorized to execute the instrument and acknowledged it as the Secretary of the BUSH POINT SHORES COMMUNITY ASSOCIATION, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: August 13, 2008.




Notary Public in and for
the State of Washington,
My appointment expires: 7-10-2010

4310519



Return Name & Address:

ROBERT E. BREWSTER
ATTY. AT LAW
40 BOX 756
FREELAND, WA. 98249

Please print or type information

Document Title(s) (or transactions contained therein):

1. SY - LAWS
- 2.

Reference Number(s) – (recording number of document being assigned, released, re-recorded, etc.)

N/A

Grantor – (seller, assignor, signator)

1. BUON POINT COMM. ASSN.
- 2.
- 3.

Additional names on page ____ of document.

Grantee – (buyer, assignee, notice given to)

1. PUBLIC TRS
- 2.
- 3.

Additional names on page ____ of document.

Legal Description – Abbreviated: i.e. lot/block/plat or section/township/range & quarter/quarter

See page ____ for full legal.

Assessor's Tax Parcel Number

Additional parcel numbers on page ____.

The Auditor/Recorder will rely on the information provided on the form. The staff will not read the document to verify the accuracy or completeness of the indexing information provided herein.



BY-LAWS OF

BUSH POINT SHORES COMMUNITY ASSOCIATION

ARTICLE I

Purposes

Section 1. The corporation shall be conducted as a non-profit social and maintenance organization for the purposes set forth in the Articles of Incorporation.

Section 2. The purposes for which this corporation has been created may, subject to the limitations imposed and procedures required by applicable law, be altered, modified, enlarged or diminished by the vote of a majority of the members, at an Annual Meeting or at any Special Meeting duly called for that purpose.

ARTICLE II

Membership

Section 1. The membership of this corporation shall consist of and be limited to the incorporator, Robert P. Fakkema, and the owners or contract purchasers of property as determined by the Board of Directors. Privileges and facilities of the association shall be extended to the spouse and children of a member and may be extended to guests, under such rules and regulations as the Board of Directors may prescribe.

Section 2. Membership shall be inseparably appurtenant to the tracts owned or being purchased by the members, and upon the transfer of ownership or the making of a contract for the sale of any such tracts, the membership appurtenant thereto shall be deemed to be transferred to the contract purchaser or grantee, and said ownership is not subject to the approval of the Board of Directors, or of the other members of said association. No membership may be conveyed or transferred in any other way.

In the event of the death of a member, his membership shall pass in the same manner and to the same persons as does the real property itself.

Section 3. No membership shall be forfeited nor any member be expelled, except members and their voting rights may be temporarily suspended during the period within which such members may be billed by the corporation for regular dues, which have been for more than SIXTY (60) days due and unpaid. No member may voluntarily withdraw from membership except upon the transfer of



title to, or upon contracting for the sale of, the tract to which his membership is appurtenant. No compensation shall be paid to the corporation upon any transfer of membership and no member whose membership is transferred shall be entitled to share or participate in any of the property or assets of the corporation.

ARTICLE III

Meetings

Section 1. Annual meetings of the members of the corporation shall be held at the registered office of the corporation, or such other place as the Board of Directors, by simple majority vote, may designate, on the second Saturday of June of each year.

Notice thereof shall be given by the Secretary in writing, postage prepaid by United States mail to the address of each member appearing on the books of the corporation, the mailing date thereof to be not less than fourteen (14) days and not more than sixty (60) days prior to the meeting, or as otherwise required by applicable law. At such meeting the members shall elect Directors as herein provided and transact such other business as may properly come before them.

Section 2. Special meetings of the membership of the corporation may be called from time to time at the discretion of the President or a majority of the Board of Directors, or by the Secretary upon receipt of written request therefore signed by members owning at least ten percent of the number of tracts of property within the jurisdiction of the corporation. Notice of a Special Meeting, stating the purposes thereof, shall be given by the Secretary to all members in the same manner as notice is given for the Annual Meeting, except that it shall be mailed at least twenty (20) days prior to the date of the meeting.

Section 3. At any meeting of the membership of the corporation, those members present in person shall constitute a quorum. Each member so present shall be entitled to one (1) vote.

Section 4. Members shall be entitled to cast one (1) vote per membership and no more than one (1) vote shall be cast per membership regardless of the number of lots owned by a member, nor may one person hold more than one membership except temporarily as Executor or Administrator in probate proceedings, or as guardian. The vote for any membership owned by a single marital community may be cast by either spouse without presentation of authority from the other, but if both are present it shall be cast by the husband.



ARTICLE IV

Management

Section 1. The business and property of BUSH POINT SHORES COMMUNITY ASSOCIATION shall be managed by a Board of Directors. The number of directors who shall manage the affairs of the corporation shall not be less than three (3) nor more than nine (9).

Section 2. The Directors of the corporation shall be elected by a majority vote of the membership of the corporation at the annual Meeting of the membership, which shall be the beginning of the corporation year. One or more Directors are to be elected each year.

Section 3. The term of office of each Director of the corporation shall be for three (3) years or until his successor is elected.

Section 4. In the event a Director, other than an incorporator, can no longer qualify as an owner or purchaser of any lot and ceases to be a member, he shall thereupon also automatically cease to be a Director and his office shall become vacant without the necessity of any act by the Board, which shall, none the less, note that fact upon the minutes of its next meeting.

Section 5. The Board of Directors of the corporation shall hold regular meetings on the second Saturday of September, December, and March of each year, and immediately following the annual membership meeting, along with such Special Meetings as the Chairman of the Board of Directors shall deem necessary for the competent management of the affairs of the corporation.

Section 6. Each member of the Board of Directors shall possess one vote in matters coming before the Board. All voting at meetings of the Board of Directors shall be by each member in person and voting by proxy shall not be allowed. A majority of the members of the Board of Directors shall constitute a quorum.

Section 7. Any Director may be removed from office by a two-thirds (2/3) vote of the membership at any regular or special meeting of the membership of the corporation. Notice of the proposed removal of a Director must be given to said Director prior to the date of the meeting at which such removal is to be voted upon. Such notice to the Director must state the cause for the proposed removal.

Section 8. Unexcused absence from four (4) consecutive meetings of the Board of Directors shall be due cause for removal of a Director.



Section 9. Any vacancy occurring on the Board of Directors by reason of the death, resignation or removal of a Director shall be filled by the affirmative vote of the majority of the remaining Board of Directors. Such appointee shall serve during the unexpired term of the Director whose position has become vacant.

Section 10. At the meeting of the Board of Directors immediately following the annual membership meeting, the members of the Board of Directors shall elect from the members the following officers: President, Vice President, Secretary and Treasurer. All such officers shall be members of the corporation. The President of the corporation shall be the Chairman of the Board of Directors

Section 11. The Board of Directors shall do whatever may be necessary and proper for the enforcement of the provisions of the declarations of covenants and restrictions affecting the property subject to the jurisdiction of this corporation.

Section 12. Members of the Board of Directors shall receive no compensation for their services to the corporation, but shall be reimbursed by it for such reasonable expenses as they may necessarily incur in the pursuance of the business of the corporation.

ARTICLE V

Duties of Officers

Section 1. PRESIDENT. The President and Chairman of the Board of Directors shall supervise all activities of the corporation; execute all instruments in its behalf; preside at all meetings of the Board of Directors and of the membership of the corporation; call such meetings of the membership as shall be deemed necessary, other than the annual Meeting of the membership; and perform such other duties usually inherent in such office.

Section 2. VICE PRESIDENT. The Vice President shall act for the President in his absence and perform such other acts as the President may direct.

Section 3. SECRETARY. It shall be the duty of the Secretary to keep all records of the Board of Directors and of the corporation. He shall attest with his signature all instruments executed on behalf of the corporation, and shall perform such other acts as the President may direct.

Section 4. TREASURER. The Treasurer shall receive and be accountable for all funds belonging to the corporation; pay all obligations incurred by the corporation when payment is authorized by the President and the Secretary; maintain bank accounts in a depository designated by the Board of Directors; and render periodic financial reports.



ARTICLE VI

Dues and Assessments

Section 1. For the purposes of financing the activities of the corporation, it is hereby declared that the owners (members) of all of the tracts within the jurisdiction of the corporation, except the unsold tracts owned by the developer, shall be charged amounts, as annual dues and assessments, as follows:

A. Each member shall pay annual dues of \$50.00 per year, per tract of property owned by said member.

B. In addition, there shall be an annual improvement assessment of \$100.00 per tract of property owned by said member. The amount of the general improvement assessment may be increased or decreased, annually, by the Board of Directors.

Section 2. The annual dues and all other annual assessments shall be paid on or before the 1st day of August following the June annual members' meeting at which they have been fixed. Within one (1) month of the date of the June meeting, the Treasurer shall cause a statement of his annual dues and assessments to be mailed to each member at his address of record kept by the Secretary. Any dues and/or assessments not paid by the 1st day of August shall thereafter be delinquent and shall accrue interest at the maximum rate permitted by law. Upon becoming delinquent, such unpaid dues and assessments shall constitute a lien upon the tract or tracts against which they have been levied, and the corporation may file for record, after said delinquency, a statement of said charges and lien at the Island County, Washington, Auditor's office. A release of said lien shall be filed by the corporation upon payment in full of said charges, along with interest, costs and disbursements, including reasonable attorney fees incurred by the corporation in connection with said unpaid dues and assessments and lien. Said lien may be enforced by the corporation as a lien upon real property under the laws of the State of Washington; and, if said lien is foreclosed, the member/owner shall be liable for the costs and disbursements, including reasonable attorney fees, of the club herein, all of which costs, disbursements and attorney fees shall be secured by such lien. Members shall have, nonetheless, first liability for dues and assessments, whether by accepting a deed to or by executing a contract to purchase, a tract to which unpaid dues and assessments have been allocated, and shall become personally obligated to pay such dues and assessments, including any accrued interest thereon, and shall be subject to the enforcement provisions of this section.



ARTICLE VI

Dues and Assessments

Section 1. For the purposes of financing the activities of the corporation, it is hereby declared that the owners (members) of all of the tracts within the jurisdiction of the corporation, except the unsold tracts owned by the developer, shall be charged amounts, as annual dues and assessments, as follows:

A. Each member shall pay annual dues of \$50.00 per year, per tract of property owned by said member.

B. In addition, there shall be an annual improvement assessment of \$100.00 per tract of property owned by said member. The amount of the general improvement assessment may be increased or decreased, annually, by the Board of Directors.

Section 2. The annual dues and all other annual assessments shall be paid on or before the 1st day of August following the June annual members' meeting at which they have been fixed. Within one (1) month of the date of the June meeting, the Treasurer shall cause a statement of his annual dues and assessments to be mailed to each member at his address of record kept by the Secretary. Any dues and/or assessments not paid by the 1st day of August shall thereafter be delinquent and shall accrue interest at the maximum rate permitted by law. Upon becoming delinquent, such unpaid dues and assessments shall constitute a lien upon the tract or tracts against which they have been levied, and the corporation may file for record, after said delinquency, a statement of said charges and lien at the Island County, Washington, Auditor's office. A release of said lien shall be filed by the corporation upon payment in full of said charges, along with interest, costs and disbursements, including reasonable attorney fees incurred by the corporation in connection with said unpaid dues and assessments and lien. Said lien may be enforced by the corporation as a lien upon real property under the laws of the State of Washington; and, if said lien is foreclosed, the member/owner shall be liable for the costs and disbursements, including reasonable attorney fees, of the club herein, all of which costs, disbursements and attorney fees shall be secured by such lien. Members shall have, nonetheless, first liability for dues and assessments, whether by accepting a deed to or by executing a contract to purchase, a tract to which unpaid dues and assessments have been allocated, and shall become personally obligated to pay such dues and assessments, including any accrued interest thereon, and shall be subject to the enforcement provisions of this section.



Section 3. In the event one or more tracts are combined, such tract shall be assessed as a single tract in calculating dues and assessments owed by the member owning the combined tract.

Section 4. Matters concerning the corporation's water system, including, but not limited to, hook-ups/connections and related charges, usage charges and disconnection procedures, may be included in Rules and Regulations adopted by the Board of Directors. Pending such initial adoption, there shall be an annual usage charge of \$150.00 and a one-time hook-up/connection charge of \$10,000; all connections to the corporation's water system shall require prior, written approval of the Board of Directors, which also shall oversee the actual, physical connection; and, in the event of a member's failure to pay his annual dues and assessments in full for a period of sixty (60) days after the August 1, due date, his water service from the corporation's water system and his corporation membership and related voting rights may be suspended by the Board of Directors, pending such payment. The Rules and Regulations described above may be modified, from time-to-time, by the Board of Directors, in its sole discretion, and are incorporated herein by this reference. Once adopted, copies of the Rules and Regulations shall be made available to members of the corporation, upon request.

ARTICLE VII

Amendments

Section 1. These by-laws may be amended by the Board of Directors at any regular meeting or at any special meeting properly called for that purpose, by the affirmative vote of a majority of the Directors present. The Board of Directors shall not make or repeal any by-laws section fixing their qualifications or pay without the consent of a majority of the members.



The within and foregoing By-Laws of BUSH POINT SHORES
COMMUNITY ASSOCIATION were duly adopted, originally, by the directors of
the corporation the 21st day of August 1971, and were last amended on August
15, 2011.

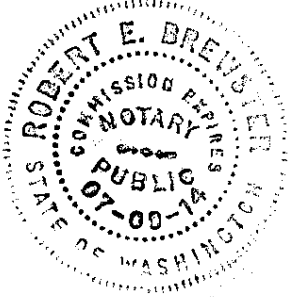
Marilyn A. Loken
Marilyn A. Loken, President


Attest: Beverly Wenthin
Beverly Wenthin, Secretary

STATE OF WASHINGTON)) ss.
COUNTY OF ISLAND)

I certify that I know or have satisfactory evidence that Marilyn A. Lueken is the person who appeared before me, and said person acknowledged that she signed this instrument, on oath stated that she was authorized to execute the instrument and acknowledged it as the President of the BUSH POINT SHORES COMMUNITY ASSOCIATION, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: February 17, 2012.

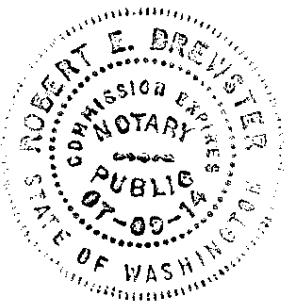




Notary Public in and for
the State of Washington,
My appointment expires: 7-9-2014

STATE OF WASHINGTON)
) ss.
COUNTY OF ISLAND)

I certify that I know or have satisfactory evidence that Beverly Wenthin is the person who appeared before me, and said person acknowledged that she signed this instrument, on oath stated that she was authorized to execute the instrument and acknowledged it as the Secretary of the BUSH POINT SHORES COMMUNITY ASSOCIATION, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: February 17, 2012.




Notary Public in and for
the State of Washington,
My appointment expires: 7-9-2014

Robert E. Brewster
PO Box 756
Freeland, WA 98249

08/08/2013 01:33:21 PM
Recording Fee \$79.00 Page 1 of 8
Bylaws
Island County Washington

4345812



Document Title: BY-LAWS OF BUSH POINT SHORES
COMMUNITY ASSOCIATION

Grantor: Bush Point Shores Community Association

Grantee: The Public

BY-LAWS OF
BUSH POINT SHORES COMMUNITY ASSOCIATION

ARTICLE I

Purposes

Section 1. The corporation shall be conducted as a non-profit social and maintenance organization for the purposes set forth in the Articles of Incorporation.

Section 2. The purposes for which this corporation has been created may, subject to the limitations imposed and procedures required by applicable law, be altered, modified, enlarged or diminished by the vote of a majority of the members, at an Annual Meeting or at any Special Meeting duly called for that purpose.

ARTICLE II

Membership

Section 1. The membership of this corporation shall consist of and be limited to the incorporator, Robert P. Fakkema, and the owners or contract purchasers of property as determined by the Board of Directors. Privileges and facilities of the association shall be extended to the spouse and children of a member and may be extended to guests, under such rules and regulations as the Board of Directors may prescribe.

Section 2. Membership shall be inseparably appurtenant to the tracts owned or being purchased by the members, and upon the transfer of ownership or the making of a contract for the sale of any such tracts, the membership appurtenant thereto shall be deemed to be transferred to the contract purchaser or grantee, and said ownership is not subject to the approval of the Board of Directors, or of the other members of said association. No membership may be conveyed or transferred in any other way.

In the event of the death of a member, his membership shall pass in the same manner and to the same persons as does the real property itself.

Section 3. No membership shall be forfeited nor any member be expelled, except members and their voting rights may be temporarily suspended during the period within which such members may be billed by the corporation for regular dues, which have been for more than SIXTY (60) days due and unpaid. No

member may voluntarily withdraw from membership except upon the transfer of title to, or upon contracting for the sale of, the tract to which his membership is appurtenant. No compensation shall be paid to the corporation upon any transfer of membership and no member whose membership is transferred shall be entitled to share or participate in any of the property or assets of the corporation.

ARTICLE III

Meetings

Section 1. Annual meetings of the members of the corporation shall be held at the registered office of the corporation, or such other place as the Board of Directors, by simple majority vote, may designate, on the second Saturday of June of each year.

Notice thereof shall be given by the Secretary in writing, postage prepaid by United States mail to the address of each member appearing on the books of the corporation, the mailing date thereof to be not less than fourteen (14) days and not more than sixty (60) days prior to the meeting, or as otherwise required by applicable law. At such meeting the members shall elect Directors as herein provided and transact such other business as may properly come before them.

Section 2. Special meetings of the membership of the corporation may be called from time to time at the discretion of the President or a majority of the Board of Directors, or by the Secretary upon receipt of written request therefore signed by members owning at least ten percent of the number of tracts of property within the jurisdiction of the corporation. Notice of a Special Meeting, stating the purposes thereof, shall be given by the Secretary to all members in the same manner as notice is given for the Annual Meeting, except that it shall be mailed at least twenty (20) days prior to the date of the meeting.

Section 3. At any meeting of the membership of the corporation, those members present in person shall constitute a quorum. Each member so present shall be entitled to one (1) vote.

Section 4. Members shall be entitled to cast one (1) vote per membership and no more than one (1) vote shall be cast per membership regardless of the number of lots owned by a member, nor may one person hold more than one membership except temporarily as Executor or Administrator in probate proceedings, or as guardian. The vote for any membership owned by a single marital community may be cast by either spouse without presentation of authority from the other, but if both are present it shall be cast by the husband.

ARTICLE IV

Management

Section 1. The business and property of BUSH POINT SHORES COMMUNITY ASSOCIATION shall be managed by a Board of Directors. The number of directors who shall manage the affairs of the corporation shall not be less than three (3) nor more than nine (9).

Section 2. The Directors of the corporation shall be elected by a majority vote of the membership of the corporation at the annual Meeting of the membership, which shall be the beginning of the corporation year. One or more Directors are to be elected each year.

Section 3. The term of office of each Director of the corporation shall be for three (3) years or until his successor is elected.

Section 4. In the event a Director, other than an incorporator, can no longer qualify as an owner or purchaser of any lot and ceases to be a member, he shall thereupon also automatically cease to be a Director and his office shall become vacant without the necessity of any act by the Board, which shall, none the less, note that fact upon the minutes of its next meeting.

Section 5. The Board of Directors of the corporation shall hold regular meetings on the second Saturday of September, December, and March of each year, and immediately following the annual membership meeting, along with such Special Meetings as the Chairman of the Board of Directors shall deem necessary for the competent management of the affairs of the corporation.

Section 6. Each member of the Board of Directors shall possess one vote in matters coming before the Board. All voting at meetings of the Board of Directors shall be by each member in person and voting by proxy shall not be allowed. A majority of the members of the Board of Directors shall constitute a quorum.

Section 7. Any Director may be removed from office by a two-thirds (2/3) vote of the membership at any regular or special meeting of the membership of the corporation. Notice of the proposed removal of a Director must be given to said Director prior to the date of the meeting at which such removal is to be voted upon. Such notice to the Director must state the cause for the proposed removal.

Section 8. Unexcused absence from four (4) consecutive meetings of the Board of Directors shall be due cause for removal of a Director.

Section 9. Any vacancy occurring on the Board of Directors by reason of the death, resignation or removal of a Director shall be filled by the affirmative vote of the majority of the remaining Board of Directors. Such appointee shall serve during the unexpired term of the Director whose position has become vacant.

Section 10. At the meeting of the Board of Directors immediately following the annual membership meeting, the members of the Board of Directors shall elect from the members the following officers: President, Vice President, Secretary and Treasurer. All such officers shall be members of the corporation. The President of the corporation shall be the Chairman of the Board of Directors

Section 11. The Board of Directors shall do whatever may be necessary and proper for the enforcement of the provisions of the declarations of covenants and restrictions affecting the property subject to the jurisdiction of this corporation.

Section 12. Members of the Board of Directors shall receive no compensation for their services to the corporation, but shall be reimbursed by it for such reasonable expenses as they may necessarily incur in the pursuance of the business of the corporation.

ARTICLE V

Duties of Officers

Section 1. **PRESIDENT.** The President and Chairman of the Board of Directors shall supervise all activities of the corporation; execute all instruments in its behalf; preside at all meetings of the Board of Directors and of the membership of the corporation; call such meetings of the membership as shall be deemed necessary, other than the annual Meeting of the membership; and perform such other duties usually inherent in such office.

Section 2. **VICE PRESIDENT.** The Vice President shall act for the President in his absence and perform such other acts as the President may direct.

Section 3. **SECRETARY.** It shall be the duty of the Secretary to keep all records of the Board of Directors and of the corporation. He shall attest with his signature all instruments executed on behalf of the corporation, and shall perform such other acts as the President may direct.

Section 4. **TREASURER.** The Treasurer shall receive and be accountable for all funds belonging to the corporation; pay all obligations incurred by the corporation when payment is authorized by the President and the Secretary; maintain bank accounts in a depository designated by the Board of Directors; and render periodic financial reports.

ARTICLE VI

Annual Dues

Section 1. For the purposes of financing the activities of the corporation, it is hereby declared that the owner (member) of each tract (Island County, Washington, Tax Parcel) within the jurisdiction of the corporation, except any unsold tracts owned by the developer, shall be charged amounts, as annual dues, in the sum of \$116 per year, per tract owned by said member. The amount of the annual dues may be increased or decreased, annually, by the Board of Directors.

Section 2. The annual dues shall be paid on or before the 1st day of August following the June annual board of directors' meeting at which they have been fixed. Within one (1) month of the date of the June meeting, the Treasurer shall cause a statement of his annual dues to be mailed to each member at his address of record kept by the Secretary. Any dues not paid by the 1st day of August shall thereafter be delinquent and shall accrue interest at the maximum rate permitted by law. Upon becoming delinquent, such unpaid dues shall constitute a lien upon the tract or tracts against which they have been levied, and the corporation may file for record, after said delinquency, a statement of said charges and lien at the Island County, Washington, Auditor's office. A release of said lien shall be filed by the corporation upon payment in full of said charges, along with interest, costs and disbursements, including reasonable attorney fees incurred by the corporation in connection with said unpaid dues and lien. Said lien may be enforced by the corporation as a lien upon real property under the laws of the State of Washington; and, if said lien is foreclosed, the member/owner shall be liable for the costs and disbursements, including reasonable attorney fees, of the corporation herein, all of which costs, disbursements and attorney fees shall be secured by such lien. Members shall have, nonetheless, first liability for dues, whether by accepting a deed to or by executing a contract to purchase, a tract to which unpaid dues have been allocated, and shall become personally obligated to pay such dues, including any accrued interest thereon, and shall be subject to the enforcement provisions of this section.

Section 3. In the event one or more tracts are combined, such tract shall be assessed as a single tract in calculating annual dues owed by the member owning the combined tract.

Section 4. Matters concerning the corporation's water system, including, but not limited to, assessments, hook-ups/connections and related charges, usage

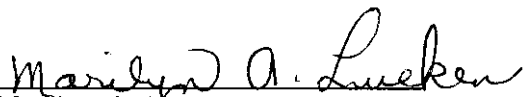
charges and disconnection procedures, may be included in Rules and Regulations adopted by the Board of Directors. All connections to the corporation's water system shall require prior, written approval of the Board of Directors, which also shall oversee the actual, physical connection; and, in the event of a member's failure to pay his annual dues in full for a period of sixty (60) days after the August 1, due date, his water service (if any) from the corporation's water system and his corporation membership and related voting rights may be suspended by the Board of Directors, pending such payment. The Rules and Regulations described above may be modified, from time-to-time, by the Board of Directors, in its sole discretion, and are incorporated herein by this reference. Once adopted, copies of the Rules and Regulations shall be made available to members of the corporation, upon request.

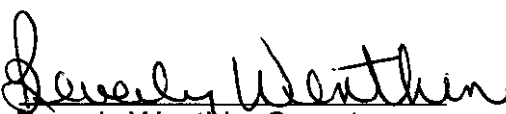
ARTICLE VII

Amendments

Section 1. These by-laws may be amended by the Board of Directors at any regular meeting or at any special meeting properly called for that purpose, by the affirmative vote of a majority of the Directors present. The Board of Directors shall not make or repeal any by-laws section fixing their qualifications or pay without the consent of a majority of the members.

The within and foregoing By-Laws of BUSH POINT SHORES COMMUNITY ASSOCIATION were duly adopted, originally, by the directors of the corporation the 21st day of August 1971, and were last amended on May 13, 2013.


Marilyn A. Lueken, President

Attest: 
Beverly Wenthin, Secretary

STATE OF WASHINGTON)) ss.
COUNTY OF ISLAND)

I certify that I know or have satisfactory evidence that Marilyn A. Lueken is the person who appeared before me, and said person acknowledged that she signed this instrument, on oath stated that she was authorized to execute the instrument and acknowledged it as the president of the BUSH POINT SHORES COMMUNITY ASSOCIATION, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: May 14, 2013



Gloria T. Brewster,
Notary Public in and for
the State of Washington,
My appointment expires: 6-22-2013

STATE OF WASHINGTON)
COUNTY OF ISLAND) ss.

I certify that I know or have satisfactory evidence that Beverly Wenthin is the person who appeared before me, and said person acknowledged that she signed this instrument, on oath stated that she was authorized to execute the instrument and acknowledged it as the Secretary of the BUSH POINT SHORES COMMUNITY ASSOCIATION, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: May 14, 2013



Gloria T. Brewster
Notary Public in and for
the State of Washington,
My appointment expires: 6-22-2013

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Recording Fee \$79.00 Page 1 of 8
Restriction
Island County Washington

4377391

Robert E. Brewster
PO Box 756
Freeland, WA 98249



Document Title: By-Laws of Bush Point Shores Community Association
Grantor: Bush Point Shores Community Association
Grantee: The Public

BY-LAWS OF
BUSH POINT SHORES COMMUNITY ASSOCIATION

ARTICLE I

Purposes

Section 1. The corporation shall be conducted as a non-profit social and maintenance organization for the purposes set forth in the Articles of Incorporation.

Section 2. The purposes for which this corporation has been created may, subject to the limitations imposed and procedures required by applicable law, be altered, modified, enlarged or diminished by the vote of a majority of the members, at an Annual Meeting or at any Special Meeting duly called for that purpose.

ARTICLE II

Membership

Section 1. The membership of this corporation shall consist of and be limited to the incorporator, Robert P. Fakkema, and the owners or contract purchasers of property as determined by the Board of Directors. Privileges and facilities of the association shall be extended to the spouse and children of a member and may be extended to guests, under such rules and regulations as the Board of Directors may prescribe.

Section 2. Membership shall be inseparably appurtenant to the tracts owned or being purchased by the members, and upon the transfer of ownership or the making of a contract for the sale of any such tracts, the membership appurtenant thereto shall be deemed to be transferred to the contract purchaser or grantee, and said ownership is not subject to the approval of the Board of Directors, or of the other members of said association. No membership may be conveyed or transferred in any other way.

In the event of the death of a member, his membership shall pass in the same manner and to the same persons as does the real property itself.

Section 3. No membership shall be forfeited nor any member be expelled, except members and their voting rights may be temporarily suspended during the period within which such members may be billed by the corporation for regular dues, which have been for more than SIXTY (60) days due and unpaid. No

member may voluntarily withdraw from membership except upon the transfer of title to, or upon contracting for the sale of, the tract to which his membership is appurtenant. No compensation shall be paid to the corporation upon any transfer of membership and no member whose membership is transferred shall be entitled to share or participate in any of the property or assets of the corporation.

ARTICLE III

Meetings

Section 1. Annual meetings of the members of the corporation shall be held at the registered office of the corporation on the first Saturday of June of each year, or as soon thereafter as may reasonably be practicable, or at such other time and place as the Board of Directors, by simple majority vote, may designate.

Notice thereof shall be given by the Secretary in writing, postage prepaid by United States mail to the address of each member appearing on the books of the corporation, the mailing date thereof to be not less than fourteen (14) days and not more than sixty (60) days prior to the meeting, or as otherwise required by applicable law. At such meeting the members shall elect Directors as herein provided and transact such other business as may properly come before them.

Section 2. Special meetings of the membership of the corporation may be called from time to time at the discretion of the President or a majority of the Board of Directors, or by the Secretary upon receipt of written request therefore signed by members owning at least ten percent of the number of tracts of property within the jurisdiction of the corporation. Notice of a Special Meeting, stating the purposes thereof, shall be given by the Secretary to all members in the same manner as notice is given for the Annual Meeting, except that it shall be mailed at least twenty (20) days prior to the date of the meeting.

Section 3. At any meeting of the membership of the corporation, those members present in person shall constitute a quorum. Each member so present shall be entitled to one (1) vote.

Section 4. Members shall be entitled to cast one (1) vote per membership and no more than one (1) vote shall be cast per membership regardless of the number of lots owned by a member, nor may one person hold more than one membership except temporarily as Executor or Administrator in probate proceedings, or as guardian. The vote for any membership owned by a single marital community may be cast by either spouse without presentation of authority from the other, but if both are present it shall be cast by the husband.

ARTICLE IV

Management

Section 1. The business and property of BUSH POINT SHORES COMMUNITY ASSOCIATION shall be managed by a Board of Directors. The number of directors who shall manage the affairs of the corporation shall not be less than three (3) nor more than nine (9).

Section 2. The Directors of the corporation shall be elected by a majority vote of the membership of the corporation at the annual Meeting of the membership, which shall be the beginning of the corporation year. One or more Directors are to be elected each year.

Section 3. The term of office of each Director of the corporation shall be for three (3) years or until his successor is elected.

Section 4. In the event a Director, other than an incorporator, can no longer qualify as an owner or purchaser of any lot and ceases to be a member, he shall thereupon also automatically cease to be a Director and his office shall become vacant without the necessity of any act by the Board, which shall, none the less, note that fact upon the minutes of its next meeting.

Section 5. The Board of Directors of the corporation shall hold regular meetings on the second Saturday of September, December, and March of each year, and immediately following the annual membership meeting, along with such Special Meetings as the Chairman of the Board of Directors shall deem necessary for the competent management of the affairs of the corporation.

Section 6. Each member of the Board of Directors shall possess one vote in matters coming before the Board. All voting at meetings of the Board of Directors shall be by each member in person and voting by proxy shall not be allowed. A majority of the members of the Board of Directors shall constitute a quorum.

Section 7. Any Director may be removed from office by a two-thirds (2/3) vote of the membership at any regular or special meeting of the membership of the corporation. Notice of the proposed removal of a Director must be given to said Director prior to the date of the meeting at which such removal is to be voted upon. Such notice to the Director must state the cause for the proposed removal.

Section 8. Unexcused absence from four (4) consecutive meetings of the Board of Directors shall be due cause for removal of a Director.

Section 9. Any vacancy occurring on the Board of Directors by reason of the death, resignation or removal of a Director shall be filled by the affirmative vote of

the majority of the remaining Board of Directors. Such appointee shall serve during the unexpired term of the Director whose position has become vacant.

Section 10. At the meeting of the Board of Directors immediately following the annual membership meeting, the members of the Board of Directors shall elect from the members the following officers: President, Vice President, Secretary and Treasurer. All such officers shall be members of the corporation. The President of the corporation shall be the Chairman of the Board of Directors

Section 11. The Board of Directors shall do whatever may be necessary and proper for the enforcement of the provisions of the declarations of covenants and restrictions affecting the property subject to the jurisdiction of this corporation.

Section 12. Members of the Board of Directors shall receive no compensation for their services to the corporation, but shall be reimbursed by it for such reasonable expenses as they may necessarily incur in the pursuance of the business of the corporation.

ARTICLE V

Duties of Officers

Section 1. PRESIDENT. The President and Chairman of the Board of Directors shall supervise all activities of the corporation; execute all instruments in its behalf; preside at all meetings of the Board of Directors and of the membership of the corporation; call such meetings of the membership as shall be deemed necessary, other than the annual Meeting of the membership; and perform such other duties usually inherent in such office.

Section 2. VICE PRESIDENT. The Vice President shall act for the President in his absence and perform such other acts as the President may direct.

Section 3. SECRETARY. It shall be the duty of the Secretary to keep all records of the Board of Directors and of the corporation. He shall attest with his signature all instruments executed on behalf of the corporation, and shall perform such other acts as the President may direct.

Section 4. TREASURER. The Treasurer shall receive and be accountable for all funds belonging to the corporation; pay all obligations incurred by the corporation when payment is authorized by the President and the Secretary; maintain bank accounts in a depository designated by the Board of Directors; and render periodic financial reports.

ARTICLE VI

Annual Dues

Section 1. For the purposes of financing the activities of the corporation, it is hereby declared that the owner (member) of one or more tracts (Island County, Washington, Tax Parcels) within the jurisdiction of the corporation, except any unsold tracts owned by the developer, shall be charged amounts as annual dues, in a sum to be determined each year by the Board of Directors. Such dues shall be payable in the same sum by each member, regardless of the number of lots within the jurisdiction of the corporation that are owned by a member at the time of such charge; provided, however, that, regarding members owning lots that are unable to be served with water from the corporation's water system, as a result of Island County restrictions on the construction of main water lines within the county right-of-way providing vehicular access to such lots, the Board of Directors, in its sole discretion and for any particular year, may elect to allow such members to pay no dues or less dues than are payable by members whose properties are or could be served by the corporation's water system, through main water lines currently installed and in use within county road right-of-way areas.

Section 2. The annual dues shall be paid on or before a date designated by the Board of Directors, following its June annual meeting at which the dues have been fixed. Within one (1) month of the date of the June Board of Directors' meeting, the Treasurer shall cause a statement of his annual dues to be mailed to each member at his address of record kept by the Secretary. Any dues not paid within sixty (60) days after the final date designated for such payment shall thereafter be delinquent and shall accrue interest at the maximum rate permitted by law. Upon becoming delinquent, such unpaid dues shall constitute a lien upon the tract or tracts against which they have been levied, and the corporation may file for record, after said delinquency, a statement of said charges and lien at the Island County, Washington, Auditor's office. A release of said lien shall be filed by the corporation upon payment in full of said charges, along with interest, costs and disbursements, including reasonable attorney fees incurred by the corporation in connection with said unpaid dues and lien. Said lien may be enforced by the corporation as a lien upon real property under the laws of the State of Washington; and, if said lien is foreclosed, the member/owner shall be liable for the costs and disbursements, including reasonable attorney fees, of the corporation herein, all of which costs, disbursements and attorney fees shall be secured by such lien. Members shall have, nonetheless, first liability for dues, whether by accepting a deed to or by executing a contract to purchase, a tract to which unpaid dues have been allocated, and shall become personally obligated

to pay such dues, including any accrued interest thereon, and shall be subject to the enforcement provisions of this section.

Section 3. In the event one or more tracts are combined, such tract shall be assessed as a single tract in calculating annual dues owed by the member owning the combined tract.

Section 4. Matters concerning the corporation's water system, including, but not limited to, assessments, hook-ups/connections and related charges, usage charges and disconnection procedures, may be included in Rules and Regulations adopted by the Board of Directors. All connections to the corporation's water system shall require prior, written approval of the Board of Directors, which also shall oversee the actual, physical connection; and, in the event of a member's failure to pay his annual dues in full for a period of sixty (60) days after the final date designated for such payment, his water service (if any) from the corporation's water system and his corporation membership and related voting rights may be suspended by the Board of Directors, pending such payment. The Rules and Regulations described above may be modified, from time-to-time, by the Board of Directors, in its sole discretion, and are incorporated herein by this reference. Once adopted, copies of the Rules and Regulations shall be made available to members of the corporation, upon request.

ARTICLE VII

Amendments

Section 1. These by-laws may be amended by the Board of Directors at any regular meeting or at any special meeting properly called for that purpose, by the affirmative vote of a majority of the Directors present. The Board of Directors shall not make or repeal any by-laws section fixing their qualifications or pay without the consent of a majority of the members.

The within and foregoing By-Laws of BUSH POINT SHORES COMMUNITY ASSOCIATION were duly adopted, originally, by the directors of the corporation the 21st day of August 1971, and were last amended on July 29, 2014.

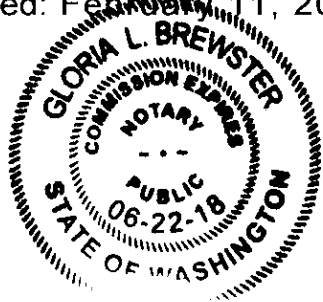
Neta Lea
Neta Lea, President

Attest: Beverly Wenthin
Beverly Wenthin, Secretary

STATE OF WASHINGTON)) SS.
COUNTY OF ISLAND)

I certify that I know or have satisfactory evidence that Neta Lea is the person who appeared before me, and said person acknowledged that she signed this instrument, on oath stated that she was authorized to execute the instrument and acknowledged it as the President of the BUSH POINT SHORES COMMUNITY ASSOCIATION, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: February 11, 2015



Gloria L. Brewster

Notary Public in and for
the State of Washington,
My appointment expires: 6-22-2018

STATE OF WASHINGTON)) SS.
COUNTY OF ISLAND)

I certify that I know or have satisfactory evidence that Beverly Wenthin is the person who appeared before me, and said person acknowledged that she signed this instrument, on oath stated that she was authorized to execute the instrument and acknowledged it as the Secretary of the BUSH POINT SHORES COMMUNITY ASSOCIATION, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: February 11, 2015.



Gloria T. Bentley

Notary Public in and for
the State of Washington,
My appointment expires: 6-22-2018

91015836

RECEIVED

ISLAND COUNTY PLANNING DEPARTMENT
P.O. BOX 5000, COURTHOUSE ANNEX
COUPEVILLE, WASHINGTON 98239

SEP 30 1991 OFFICIAL USE ONLY

ISLAND COUNTY # BLA 137/91
PLANNING DEPT.Zoning Designation RApplication Rec'd By LoniDate Received 9/30/91

APPLICATION FOR:

- BOUNDARY LINE ADJUSTMENT - \$25.00
- PLAT ALTERATION - \$55.00 (small sign)
- ✓ LOT COMBINATION - \$25.00

Section 16.04A.030(b) of the Island
County Short Subdivision Ordinance

Please print in black ink.

Lot	Owner's Name	Address	City	Zip	Phone
Lot A	Virginia H. Coburn	17016-8th Ave. N.E.	Seattle	98155	368-8978
Lot B	Virginia H. Coburn	17016-8th Ave. N.E.	Seattle	98155	368-8978
Lot C					
Lot D					

Lot	Tax Lot # "R" or "S" #	Source of Water	I certify that the information furnished by me is true and correct to the best of my knowledge.
Lot A	S 6215-02-00011	Bush Pt. Shores Community Assoc. well	Virginia H. Coburn
Lot B	S 6215-02-00012	Bush Pt. Shores Community Assoc. well	Virginia H. Coburn
Lot C			
Lot D			

Lot	Signature
Lot A	Virginia H. Coburn
Lot B	Virginia H. Coburn
Lot C	Virginia H. Coburn
Lot D	Virginia H. Coburn

Section	Range	Block	Plat
Sec 31	Rng 2		

Plat Name (if applicable):
Bush Pt. Shores

Please explain the reason for the adjustment, combination or alteration:

Lot A ^{does not} perk, Lot B does. perk. Combined, will be one large lot
able to perk and
build upon.

LEGAL DESCRIPTION

Current Lot A:

Lot 11 Bush Pt. Shores
Plat of Bush Pt. Shores, Division No. 2, according to the
plat thereof recorded in vol. 8 of Plats, page 84,
records of Island County, Wash.
Current Lot B:
Lot 12 plat of Bush Pt. Shores, Division No. 2, according
to the plat thereof recorded in vol. 8 of Plats, page 84,
records of Island County, Wash.

LEGAL DESCRIPTION - PAGE 2

Current Lot C:

Current Lot D:

NEW LEGAL DESCRIPTIONS (Use separate sheet of paper if necessary):

Lot A:

LOT 11 & LOT 12 COMBINED PLAT OF BUSH PT. SHORES
DIVISION 2 ACCORDING TO THE PLAT THEREOF RECORDED
IN VOL. 8 OF PAGES PAGE 84 RECORDS OF ISLAND COUNTY

Lot B:

Lot C:

Lot D:

Do not write below this line

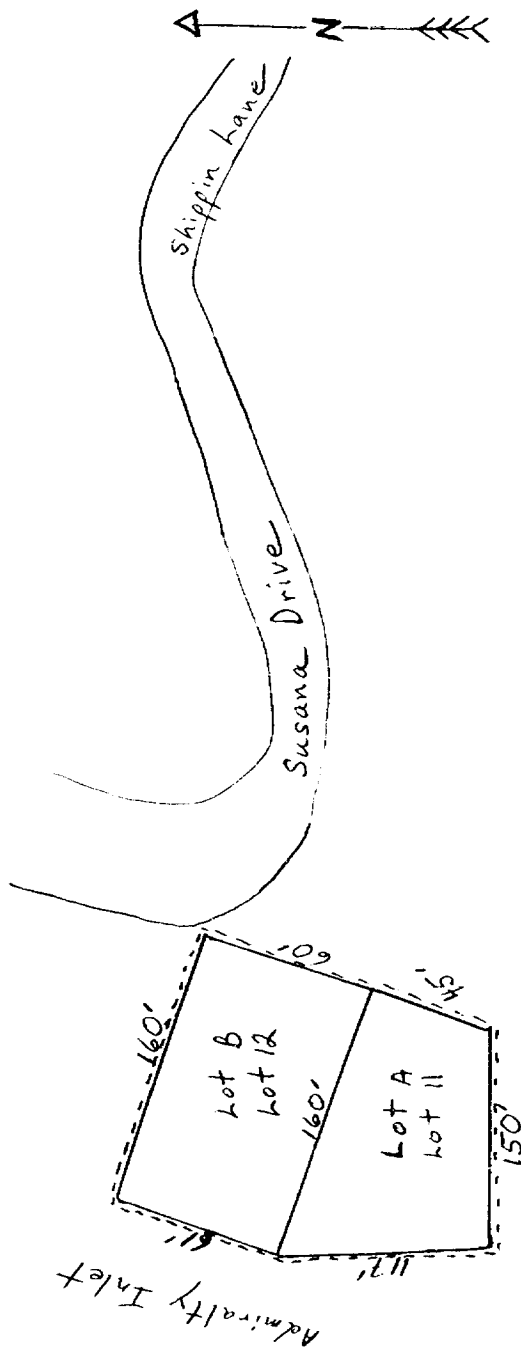
☒ Approval is hereby granted subject to:

☐ Disapproved because:

BOOK C616 PAGE 1476

Eric Thompson
Planning Director (By: *ERIC THOMPSON*)

Boundary Line Adjustment
(combination)



Existing Lot A - S 6215-02-11

Existing Lot B - S 6215-02-12

Sec. 31, TWP. 30, RNG. 2

Exhibit "A"
BLA 137/91
Approved 10/8/91

Scale: 1" = 50'

Drawn by: Virginia Coburn

Date: 9-27-91

Prepared by:
Virginia Coburn
12016-8th Ave. N.E.
Seattle, WA. 98155

SURVEYOR'S CERTIFICATE

I, Robert P. Fakkena, hereby certify that the adjoining plat of Bush Point Shores, Div. No. 2, is a true and correct plat, that the courses and distances are shown thereon correctly, that the monuments have been set and all block corners have been marked on the ground and that the provisions of statute and ordinance have been complied with.



TREASURERS CERTIFICATE

I, Harry A. Lang, Treasurer of Island County, Washington, hereby certify that all taxes on the adjoining property are fully paid to and including the year 1966.

By Shirley A. Lang County Treasurer

CERTIFICATE OF TITLE

Recorded Page 442, 1966, File No. 186878
Volume 30, Island County, Washington

RECORDING CERTIFICATE

File for record at the request of Robert P. Fakkena on August 16, 1966, at 42 minutes past 1 P.M. and recorded in Volume 30, of Plats, Page 12, records of Island County, Washington.

By Ilwaco County Auditor

PLANNING COMMISSION APPROVAL

Approved by the Island County Planning Commission this 15th day of August, 1966.

By Quasi Allen Planning Officer

ENGINEER'S APPROVAL

Approved by me this 16 day of August, 1966.

By Robert P. Fakkena County Engineer

COMMISSIONER'S APPROVAL

Approved by the Board of County Commissioners this 15 day of Aug, AD 1966.

By F. A. Buck
E. S. Christie
County Auditor
Board of County Commissioners

PLAT OF
BUSH POINT SHORES

DIV. NO. 2

IN SEC. 31, TWP. 30 N., R. 2 E.W.M.
AND A REPLAT OF LOT 32, BLOCK 1,
BUSH POINT SHORES, DIV. NO. 1

DESCRIPTION

ISLAND COUNTY, WASH.

DEDICATION

KNOW ALL MEN BY THESE PRESENTS That we Robert P. Fakkena and Susan M. Fakkena, his wife, DeWetmen and Margaret Weirman, for and in behalf of the Fakkena and Weirman families, do hereby declare this plat and dedicate to the use of the public forever, all streets and alleys, drainage easements, or whatever public property is shown on the plat and the use thereof for all public purposes not inconsistent with the use thereof for public highway, also the right to make all necessary steps for cuts and fills upon the blocks, streets, alleys, etc., shown on this plat hereon and to do all things necessary to carry out and across any lot or lots where water might take a natural course after the street or streets are graded.

RESTRICTIONS:

All lots, tracts or parcels of land embraced in this plat are subject to and shall be sold under the following conditions: be divided and sold or resold or ownership changed or transferred whereby the ownership of any portion of this plat shall be less than 7,200 sq. ft. or 1/4th of an acre in width at its narrowest part.

No permanent structure or building shall be constructed on any lot, tract or parcel of this plat closer than 20 feet to the margin of any street or road shall require a building permit and construction permit prior to commencement of work and shall be subject to additional restrictive and protective covenants applying to all lots in this plat are filed under Auditor's File No. 186878.

IN WITNESS WHEREOF, we have hereunto set our hand and seals this 16 day of Aug, 1966.

By Robert P. Fakkena Susan M. Fakkena

By Bernard Weirman Margaret Weirman

By Peter J. Fakkena

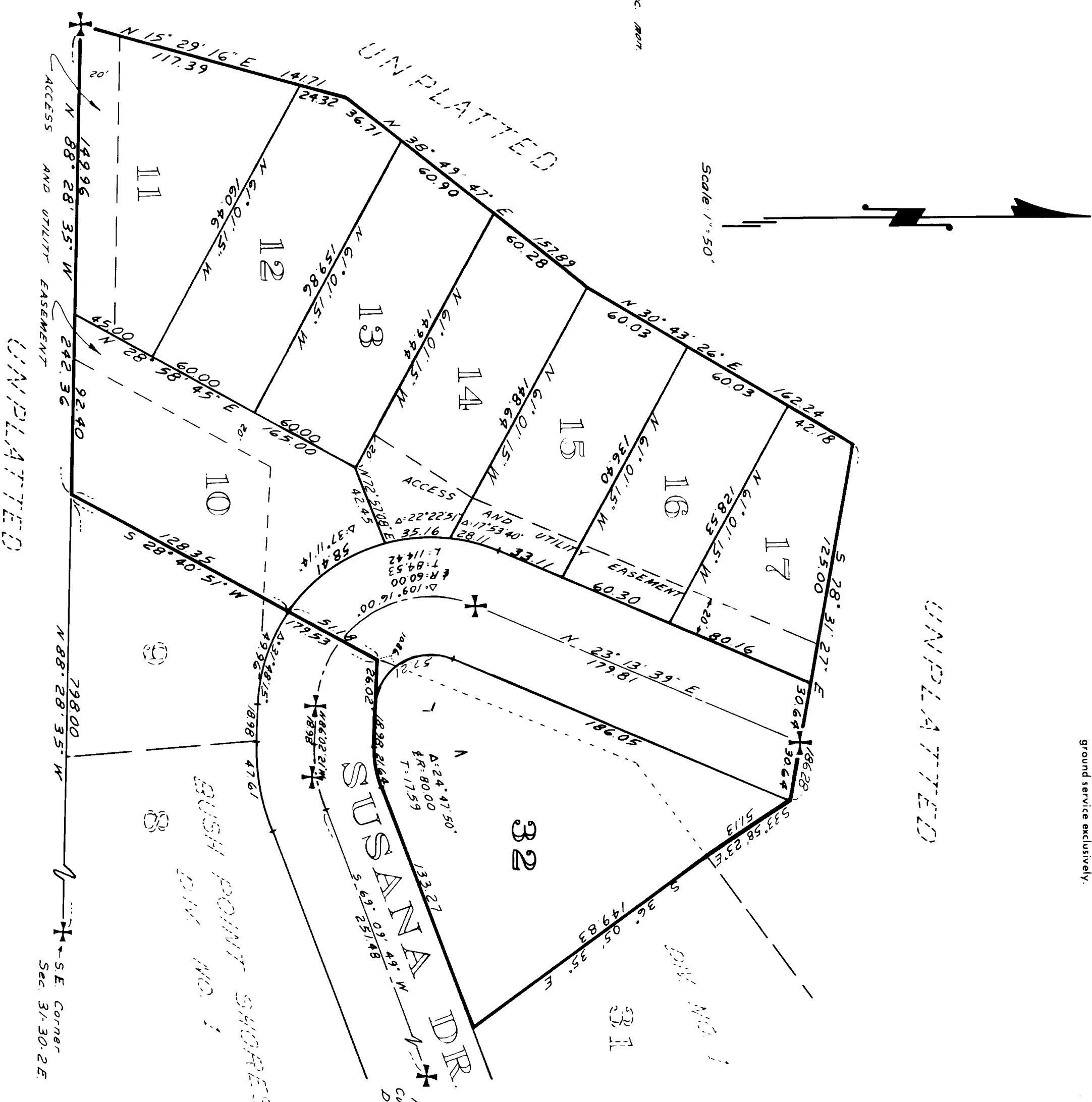
ACKNOWLEDGMENT

State of Washington's

This is to certify that on the 16 day of Aug, AD 1966, before me, the undersigned, a Notary Public, in and for the State of Washington, duly commissioned and sworn, personally appeared Robert P. Fakkena and Susan M. Fakkena, his wife, Bernard Weirman and Margaret Weirman, his wife, and Peter Fakkena, a single man, to me known to be the individuals designated in the 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 mentioned herein.

IN WITNESS WHEREOF, I have hereunto set my hand and seal the day and year first above written.

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



EASEMENT PROVISIONS
An easement is hereby reserved for and granted to
Pugel Sound Power & Light Company
Windbey Telephone Co.

and their respective successors and assigns under and upon the exterior 5 feet of front and rear boundary lines and under and upon the exterior 25 feet of side boundary lines of all lots, in which to install, lay, construct, renew, operate and maintain underground conduits, cables and wires with necessary facilities and other equipment for the purpose of serving the subdivision and other property with electric and telephone service, together with the right to enter upon the lots at all times for the purposes stated; also hereby granted is the right to use the streets for the same purposes.

All permanent utility services shall be provided by underground service exclusively.

Bush Point Shores, Div. 2
Whidbey Island
Sec. 31, Twp. 30 N., R. 2 E.W.M.
Vol. 9, P. 12

BUSH POINT SHORES #2