

RETURN ORIGINAL DOCUMENT TO:

Name (Print) CHRIS PETERSON  
Mailing Address PO 876  
CLINTON WA 98236

08/25/2009 03:34:38 PM  
Recording Fee \$63.00 Page 1 of 2  
Lot Combination Application  
Island County Washington

4259066



**LOT COMBINATION**

Two or more parcels combined as a single parcel; or a combination of platted and unplatted lots resulting in a reduction of total parcels. A split-zoned parcel may not be created. [See ICC 16.06.080 (B) and RCW 58.17.040(6)]

STATE OF WASHINGTON ) COUNTY OF ISLAND ) ss.	ZONING <u>R</u>	COUNTY EMPLOYEE INITIAL <u>CW</u>	DATE <u>8/25/09</u>
---	-----------------	-----------------------------------	---------------------

REASON FOR COMBINATION: Septic  Building Lot \_\_\_\_\_ Other: \_\_\_\_\_

New Legal Description (Abbreviated): \_\_\_\_\_

Designated Contact  
Person for Project: CHRIS PETERSON (360) 631-1376  
 Name PO 876 Telephone (360) 341-4335  
 Mailing Address \_\_\_\_\_ Alternate Telephone \_\_\_\_\_  
CLINTON WA City State Zip Code 98236

**ALL PARCELS TO BE COMBINED MUST HAVE IDENTICAL OWNERSHIP**

I being duly sworn on oath deposes and says: That I am the owner of property described as follows:

(Sign in the presence of a Notary. Attach additional lot description page if necessary.)

Lot A - Legal description before combination: <u>LOT 1, BLOCK 1, PLAT OF HARBOR SANDS, DIVISION No. 1, AS PER PLAT RECORDED IN VOLUME 9 OF PLATS, PAGE 51, RECORDS OF ISLAND COUNTY, STATE OF WASHINGTON</u>	Parcel # <u>S7080-00-01001-0</u> <u>Chris</u> Owner's Signature <u>CHRIS PETERSON</u> Printed Name _____ Owner's Signature _____ Printed Name
Lot B - Legal description before combination: <u>LOT 2, BLOCK 1, PLAT OF HARBOR SANDS, DIVISION No. 1 AS PER PLAT RECORDED IN VOLUME 9 OF PLATS, PAGE 51 RECORDS OF ISLAND COUNTY, STATE OF WASHINGTON</u>	Parcel # <u>S7080-00-01002-0</u> <u>Chris</u> Owner's Signature <u>CHRIS PETERSON</u> Printed Name _____ Owner's Signature _____ Printed Name
Lot C - Legal description before combination: <u>TRACT A, PLAT OF HARBOR SANDS, DIVISION No. 1 AS PER PLAT RECORDED IN VOLUME 9 OF PLATS, PAGE 51 RECORDS OF ISLAND COUNTY STATE OF WASHINGTON</u>	Parcel # <u>S7080-00-0000A-0</u> <u>Chris</u> Owner's Signature <u>CHRIS PETERSON</u> Printed Name _____ Owner's Signature _____ Printed Name

Additional Legal Descriptions found on Page(s) \_\_\_\_\_ as attached.



Lot D - Legal description <u>before</u> combination:	Parcel # _____
	Owner's Signature _____
	Printed Name _____
	Owner's Signature _____
	Printed Name _____
Lot E - Legal description <u>before</u> combination:	Parcel # _____
	Owner's Signature _____
	Printed Name _____
	Owner's Signature _____
	Printed Name _____
Lot F - Legal description <u>before</u> combination:	Parcel # _____
	Owner's Signature _____
	Printed Name _____
	Owner's Signature _____
	Printed Name _____

HEREBY BE IT MADE KNOWN: That the parcels of property described above are to be considered as one lot: or a reduced number of lots, the new legal description(s) of which is as follows: (attached additional pages if necessary). \*PLEASE KEEP 1" MARGIN ON ALL SIDES

New Lot A - Legal Description  
 LOTS 1, 2, AND TRACTA, BLOCK 1, PLAT OF HARBOR SANDS,  
 DIVISION NO. 1 AS PER PLAT RECORDED IN VOLUME 9 OF PLATS,  
 PAGE 51, RECORDS OF ISLAND COUNTY, WASHINGTON

New Lot B - Legal Description (if applicable)

State of Washington  
 County of Island



On This day personally appear before me \_\_\_\_\_  
Chris Pederson <sup>Proven</sup> to me ~~known~~ to be the individual(s)  
 described in and who executed the within and foregoing instrument  
 and acknowledged that he signed the same as himself  
 free and voluntary act and deed, for the uses and purposes therein  
 mentioned.

Cynthia R. White Cynthia R. White 8/25/09  
 (Notary Signature) (Printed Notary Name) (Date)  
Oak Harbor 11-1-11  
 (Residing At) (My Commission Expires)

RETURN ORIGINAL DOCUMENT TO:

NAME [Print] CHRIS PETERSON  
MAILING ADDRESS B 876  
CLINTON WA 98236

08/25/2009 03:34:38 PM  
Recording Fee \$62.00 Page 1 of 1  
Affidavit  
Island County Washington

4259067



AFFIDAVIT

STATE OF WASHINGTON )  
 ) ss.  
COUNTY OF ISLAND )

I/WE CHRIS PETERSON, after first being duly sworn on oath, understand the following:

1. I am the owner(s) of the property described as parcel number S7080-00-01001-0, Complete legal description below.
2. Sewage permit 2009-293 issued by the Island County Health Department allows the construction of a single family residence with a total number of 2 bedrooms.
3. The standard permitted sewage disposal system is designed for a maximum flow of 240 gallons per day.
4. Water conservation practices including but not limited to installation of low water use fixtures and spacing high water use activities. (i.e. cloths washing) should be adopted to ensure indoor water use does not exceed 240 gallons per day.
5. I certify that the residence has no more than 2 bedrooms and it will not be sold, leased or rented as having more bedrooms than stated herein, unless upgraded and approved by the Island County Health Department.

LEGAL DESCRIPTION:

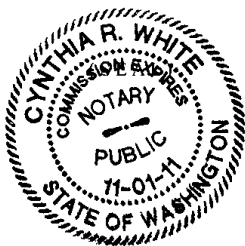
LOTS 1, 2, AND TRACT A, BLOCK 1 PLAT OF HARBOR SANDS  
DIVISION NO. 1 AS PER PLAT, RECORDS IN VOLUME 9  
OF PLATS, PAGE 51, RECORDS OF ISLAND COUNTY  
WASHINGTON

SIGNED Chris Peterson aug 25 2009

State of Washington  
County of Island

On This day personally appeared before me

Chris Peterson to me proven to be the individual(s)  
described in and who executed the within and foregoing instrument, and acknowledged that  
he signed the same as himself free and voluntary act and deed, for the uses and  
purposes therein mentioned.



Cynthia R White Cynthia R White 8/25/09  
(Notary Signature) (Printed Notary Name) (Date)

Oak Harbor  
(Residing at) (My commission Expires) 11-1-11 a second page if  
necessary.)

3

#95 003298 TYPE: EAS \$0.00  
BK 685 PG 1991 3/6/95 8:46:20 AM  
Art Hyland, ISLAND COUNTY AUDITOR  
DEPUTY: LR REQUESTED BY:  
ISLAND COUNTY ENGINEERS

RECEIVED  
FEB 10 1995  
ISLAND COUNTY  
ENGINEERING DEPT.

PERPETUAL SLOPE EASEMENT  
EAST HARBOR ROAD RECONSTRUCTION  
W.O. #71  
LOTS 1, 2, & TRACT A BLK. 1  
PLAT OF HARBOR SANDS, DIV. #1  
SEC. 2, TWP. 29N., RGE. 2E., W.M.

For the consideration of (\$3,900.00) Three Thousand Nine Hundred and no/100 dollars (Slope Easement \$2,250.00; Fence \$500.00; Shrubs and Tree \$150.00; and \$1,000.00 Administrative Settlement) and also of benefits to accrue to them by reason of laying out and establishing a public road through their property. Carol L. Weide, as her separate estate; and Richard E. Locken and Shirley N. Karelsen, each as to an undivided one-half interest, each as their separate estate, ("Grantors" herein) grant, convey, and warrant to Island County, a political subdivision of the State of Washington ("Grantee" herein), and its assigns for the purposes set forth hereinafter a perpetual slope easement over, under, and across the following described real property (hereinafter referred to as the "Easement Area") situated in Island County, Washington:

"Easement Area" Legal Description: See Attached Schedule "A"


1. Purpose. Grantee and its assigns shall have the right to construct, maintain, and repair, roadway shoulder and fill slopes over, under and upon the easement area.
2. Access. Grantee shall have the right of access over and across the easement area to enable the Grantee to exercise its rights hereunder.
3. Easement Area Clearing and Maintenance. The Grantee shall have the right to cut and/or remove or otherwise dispose of any and all brush, trees, existing drainage structures, and other debris. Grantee shall also have the right to control on a continuing basis and by any prudent and reasonable means, the establishment of trees, brush, other vegetation, upon the easement area which in the opinion of the Grantee, interfere with the exercise of the Grantee's rights herein or create a hazard to the Grantee's facilities.
4. Grantors use of the Easement Area. Grantor hereby relinquishes any and all rights of usage of the easement area.
5. Abandonment. The rights herein granted shall continue until such time as the Grantee ceases to use the Easement Area by formal vacation of the East Harbor Road as provided by the laws of the State of Washington.
6. Successors and Assigns. The Grantee shall have the right to assign, apportion, or otherwise transfer any or all of its rights, and benefits, privileges and interests arising in and under this easement. Without limiting the generality of the foregoing, the rights and obligations of the parties shall inure to the benefit of and be binding upon their respective successors and assigns.

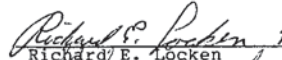

3-1-95

Perpetual Slope Easement 454.028  
East Harbor Rd. W.O. #71

The rights in the real property described herein is hereby conveyed to the same extent and purpose as if the rights herein granted had been acquired under Eminent Domain Statutes of the State of Washington.

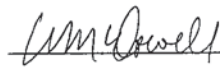
THIS EASEMENT is made and entered into on this \_\_\_\_\_ day of  
1-31-95, 1995.

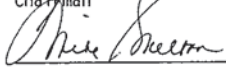
  
\_\_\_\_\_  
Carol L. Weide Date

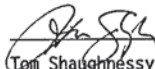
 1-7-95  
Richard E. Locken  
 2-3-95  
Shirley M. Kafelsen

THIS EASEMENT accepted and approved by Island County this 13<sup>th</sup> day of  
Feb., 1995

ISLAND COUNTY BOARD OF  
COUNTY COMMISSIONERS

 2/13/95  
Wm. L. McDowell Dated  
Chairman

 2/3/95  
Mike Shelton Dated  
Member

 2/12/95  
Tom Shaughnessy Dated  
Member

ATTEST:   
ARI HYLAND Dated

County Auditor & Ex-Officio  
Clerk of the Board

EXCISE TAX EXEMPT

MAR - 6 1995

MAXINE B. SAUTER  
ISLAND COUNTY TREASURER

C:\JOHN\EHL1BK1.ES1

3-6-15

East Harbor Road, W.O. #7  
Lot 1 & 2 and Tract A  
Plat of Harbor Sands

SCHEDULE "A"

The East 10.00 feet of the following described parcel:

Lots 1, 2 and Tract A, Block 1, Plat of Harbor Sands, according to the  
plat thereof recorded in Volume 9 of Plats, page 51, records of Island  
County, Washington.

Situated in Island County, Washington.

The parcel described herein comprises 0.03 acre of new right of way.

3-6-15

ACKNOWLEDGMENTS  
INDIVIDUAL FORM

STATE OF WASHINGTON )  
County of Felton ) ss.

On this 31<sup>st</sup> day of January, 1995 before me personally  
appeared Carol K. W. ...

to me known to be the individual(s) described in and who executed the  
foregoing instrument, and acknowledged that she  
signed the same as her free and voluntary act and  
deed, for the uses and purposes therein mentioned.

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

Steve Botts  
Notary Public in and for the State  
of Washington,  
Residing at Seattle  
My Appointment expires 7/29/95



3-6-15

ACKNOWLEDGMENTS  
INDIVIDUAL FORM

STATE OF WASHINGTON )  
: ss.  
County of King )

On this 3<sup>rd</sup> day of February <sup>1995</sup> before me personally  
appeared Richard F. Locken and Shirley N. Kappel

to me known to be the individual(s) described in and who executed the  
foregoing instrument, and acknowledged that They  
signed the same as They free and voluntary act and  
deed, for the uses and purposes therein mentioned.

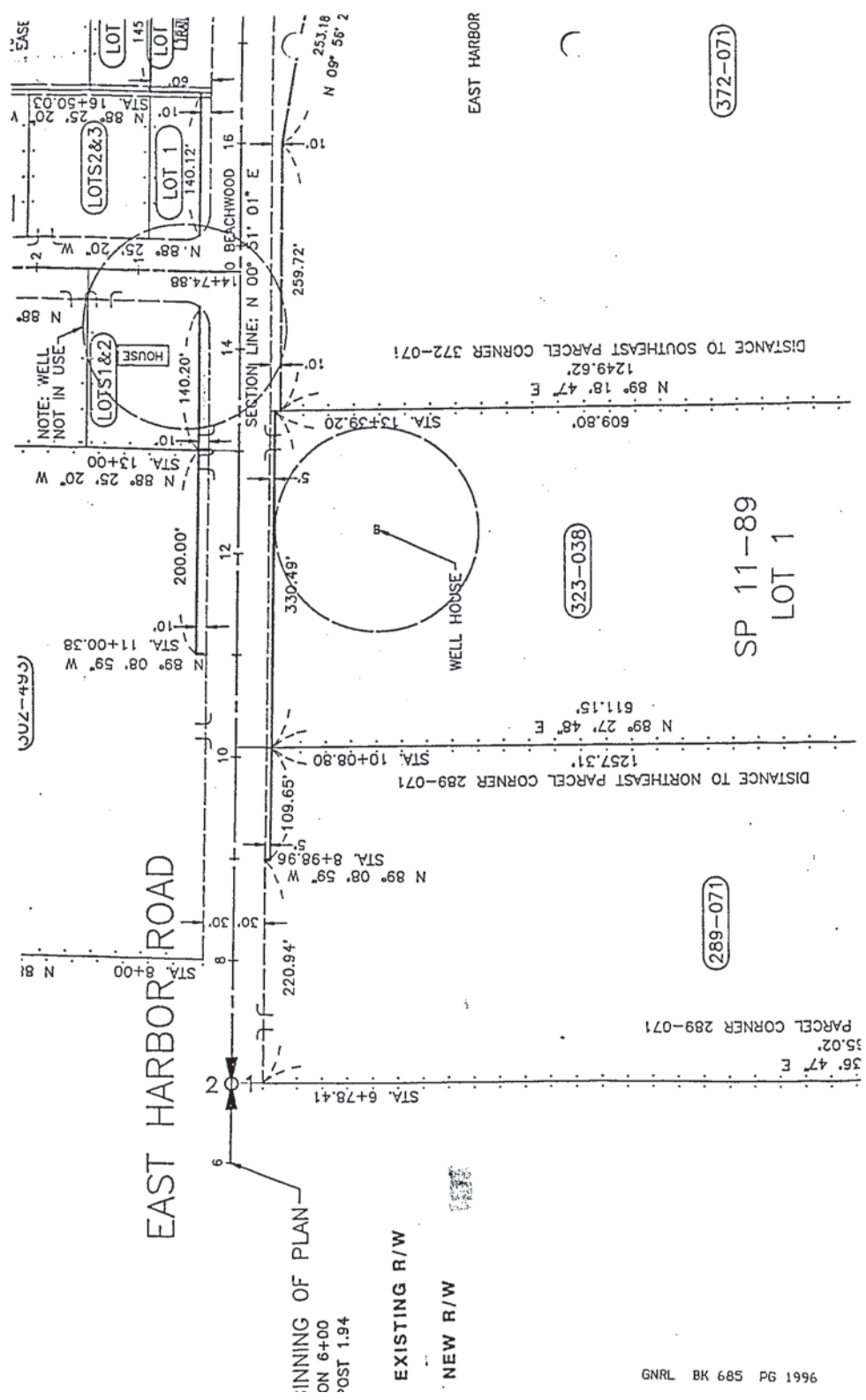
GIVEN under my hand and official seal the day and year last above  
written.



Steve Botts  
Notary Public in and for the State  
of Washington,  
Residing at Seattle  
My Appointment expires 7/29/98

3-6-15





NOTE: WELL NOT IN USE

372-071

323-038

289-071

SP 11-89  
LOT 1

3-1-89

GNRL BK 685 PG 1996

FINNING OF PLAN  
 ON 6+00  
 POST 1.94  
 EXISTING R/W  
 NEW R/W

ARTICLES OF INCORPORATION  
OF  
HARBOR SANDS BEACH ASSOCIATION

FILED  
FEB 9 - 1981  
SECRETARY OF STATE  
STATE OF WASHINGTON

In compliance with the requirements of Revised Code of Washington Chapter 24.03, as now or hereafter amended, the undersigned, all of whom are residents of Island County, Washington, and all of whom are of full age, have this day voluntarily associated themselves together for the purpose of forming a corporation not for profit and do hereby certify:

ARTICLE I

The name of the corporation is HARBOR SANDS BEACH ASSOCIATION, hereinafter called the "Association".

ARTICLE II

The period of duration of the corporation shall be perpetual.

ARTICLE III

The purpose and powers of the Association are as set out below:

The Association does not contemplate pecuniary gain or profit to the members thereof, but is organized for non-profit purposes, and no part of the net earnings thereof shall inure to the benefit of any member or other individual.

The specific purpose for which the Association is formed is to provide for the maintenance, preservation and architectural control of the real property designated "Common Area", which real property is more particularly described on Appendix A, hereto attached and by this reference incorporated herein, and of any additions thereto as hereafter may be brought within the jurisdiction of this Association.

The powers of the Association, to the extent that they are not inconsistent with law, are as follows:

- A) To exercise all of the powers and privileges and to perform all of the duties and obligations of the Association as set forth in that certain

Declaration of Covenants, conditions and restrictions, hereinafter called the "Declaration", applicable to the Association property and recorded or to be recorded in the Office of the Island County Auditor, Coupeville, Washington, and as the same may be amended from time to time as therein provided, said Declaration being incorporated herein as though set forth at length;

- B) To fix, levy, collect and enforce payment by any lawful means, all charges or assessments pursuant to the terms of the Declaration; to pay all expenses in connection therewith and all office and other expenses incidental to the conduct of the business of the Association, including all licenses, taxes or governmental charges levied or imposed against the property of the Association;
- C) To acquire by gift, purchase or otherwise, own, hold, improve, build upon, operate, maintain, convey, sell, lease, transfer, dedicate for public use or otherwise dispose of real or personal property in connection with the affairs of the Association;
- D) To borrow money, and with the assent of two-thirds (2/3) of all members, mortgage, pledge, deed in trust or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred;
- E) To dedicate, sell or transfer all or any part of the Common Area to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument has been signed by two-thirds (2/3) of the members, agreeing to such dedication, sale or transfer;

- F) To participate in mergers and consolidations with other non-profit corporations organized for the same purposes or to annex additional Common Area, provided that any such merger, consolidation or annexation shall have the assent of two-thirds (2/3) of the members;
- G) To have and to exercise any and all powers, rights and privileges which a corporation organized under the non-profit corporation law of the State of Washington by law may now or hereafter have or exercise.

#### ARTICLE IV

Every person or entity that is a record owner or contract purchaser of the fee, or of an undivided fee interest, in a lot within the plat of Harbor Sands, the ownership of which lot unconditionally obligates the owner to obey and be subject to the rules, regulations and taxing authority of the Harbor Sands Beach Association, shall be a member of said Association. Persons who hold any such interest merely as security for the performance of an obligation shall not be deemed members unless approved by the Board of Directors.

#### ARTICLE V

Each member shall have one vote for each lot owned, in fee simple, whether improved or not. When more than one person holds an interest in any lot, the vote for such lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any lot.

#### ARTICLE VI.

The affairs of this Association shall be managed by a Board of seven (7) Directors, each of whom must be a member of the Association. The number of Directors may be changed only by amendment of these Articles of Incorporation. The names and addresses of the persons who are to act in the capacity of Directors until the selection of their successors

are:

ROBERT J. WILLS  
1890 E. Beachwood Drive  
Freeland, Wash. 98249

MILDRED WILLS  
1890 E. Beachwood Drive  
Freeland, Wash. 98249

HERBERT W. HUNT  
1973 E. Beachwood Drive  
Freeland, Wash. 98249

ETHEL J. REMINGTON  
1955 E. Beachwood Drive  
Freeland, Wash. 98249

JOHN T. McCARTHY  
831 - 20th Ave. W.  
Kirkland, Wash. 98033

ROLFE H. STENSLAND  
1975 E. Harborview Drive  
Freeland, Wash. 98249

CAROL H. BERG  
4926 So. Shore Drive  
Freeland, Wash. 98249

At the first annual meeting, the members shall elect three (3) Directors for a term of three (3) years, two (2) Directors for a term of two (2) years, and two (2) Directors for a term of one (1) year; and at each annual meeting thereafter, the members shall elect a Director or Directors to fill all vacancies occurring through expired terms for a term of three (3) years.

#### ARTICLE VII.

The Association may be dissolved with the assent given in writing and signed by not less than four-fifths (4/5) of all members. Upon a dissolution of the Association, other than incidental to a merger or consolidation, the assets of the Association shall be dedicated to an appropriate public agency to be used for purposes similar to those for which this Association was created. In the event that such dedication is refused acceptance, such assets shall be granted, conveyed and assigned to any non-profit corporation, association, trust or other organization to be devoted to such similar purposes.

ARTICLE VIII

Amendment of these Articles shall require the assent in writing of seventy-five percent (75%) of the membership.

ARTICLE IX

The address of the initial registered office of the Association shall be: 1890 E. Beachwood Drive, Freeland, Island County, Washington. The name of the initial registered agent of the Association at such address shall be ROBERT J. WILLS.

ARTICLE X

The names and addresses of the incorporators of the corporation are as follows:

ROBERT J. WILLS  
1890 E. Beachwood Drive  
Freeland, Wash. 98249

MILDRED WILLS  
1890 E. Beachwood Drive  
Freeland, Wash. 98249

CAROL H. BERG  
4926 So. Shore Drive  
Freeland, Wash. 98249

IN WITNESS WHEREOF, for the purpose of forming this corporation under the laws of the State of Washington, we, the undersigned, constituting the incorporators of this Association, have executed these Articles of Incorporation and listed our addresses this 31<sup>st</sup> day of January, 1981.

Robert J. Wills  
ROBERT J. WILLS

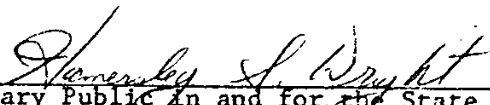
Mildred E. Wills  
MILDRED WILLS

Carol H. Berg  
CAROL H. BERG

STATE OF WASHINGTON )  
COUNTY OF ISLAND ) ss

On this day personally appeared before me ROBERT J. WILLS, MILDRED WILLS, and CAROL H. BERG, to me known to be the individuals described in and who executed the within and foregoing instrument, and acknowledged that they signed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 31<sup>st</sup> day  
of January, 1981.

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

Robert E. Brewster  
PO Box 756  
Freeland, WA 98249

08/05/2013 03:26:19 PM  
Recording Fee \$81.00 Page 1 of 10  
Bylaws  
Island County Washington

4345555



Document Title: BY-LAWS OF HARBOR SANDS BEACH ASSOCIATION  
Grantor: Harbor Sands Beach Association  
Grantee: The Public



BY-LAWS  
OF  
HARBOR SANDS BEACH ASSOCIATION

ARTICLE 1

NAME AND LOCATION

The name of the corporation is HARBOR SANDS BEACH ASSOCIATION. The principal office of the corporation shall be located at 1948 Beachwood Drive, Freeland, Washington, but meetings of members and directors may be held at such places within the State of Washington as may be designated by the Board of Directors. The corporation's mailing address shall be PO Box 763, Freeland, Washington, 98249.

ARTICLE 2

DEFINITIONS

2.1 "Beach Association" shall mean and refer to Harbor Sands Beach Association, its successors and assigns.

2.2 "Properties" shall mean and refer to the Common Area hereinafter defined and those portions of that certain real property described as the Plat of Harbor Sands, Division No. 1, recorded in Volume 9 of Plats at Page 51, records of Island County, which are subject to the Declaration hereinafter defined, and such additions to the Common Area as may hereafter be brought within the jurisdiction of the Beach Association.

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

2.4 "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the Properties and which is a part of the Properties, with the exception of the Common Area.

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

2.6 "Declaration" shall mean and refer to the Declaration of Covenants, Conditions and Restrictions applicable to the Properties recorded in the office of the County Auditor, Island County, Washington, on March 9, 1981, in Volume 502 on Pages 2049 to 2063, inclusive, under recording No. 380255, and subsequently in Volume 505 on Page 41 under recording No. 384698, on Page 42 under recording No. 384699, on Page 43 under recording No. 384700, and on Page 2405 under Recording No. 386373.

2.7 "Member" shall mean and refer to those Owners entitled to membership as provided in Articles of Incorporation of the Beach Association.

### ARTICLE 3

#### MEETING OF MEMBERS

3.1 Annual Meeting. The annual meeting of the Members of the Beach Association shall be held on a date determined each year by the Board of Directors of the Beach Association.

3.2 Special Meetings. Special meetings of the Members may be called at any time by the President or by the Board of Directors, or upon written request of the Members who are entitled to vote one-fourth (1/4) of all the votes of the Members.

3.3 Notice of Meetings. Written notice of each meeting of the Members shall be given by, or at the direction of, the Secretary or person authorized to call the meeting by mailing a copy of such notice, postage prepaid, not less than ten or nor more than fifty days before such meeting to each Member entitled to vote thereat, addressed to the Member's address last appearing on the books of the Beach Association, or supplied by such member to the Beach Association for the purpose of notice. Such notice shall specify the place, day and hour of the meeting and, in case of a special, the purpose of the meeting.

3.4 Quorum. The presence at the annual meeting of the Members of the Beach Association, together with proxies, entitled to cast two-tenths of the votes of Members, shall constitute a quorum for any action except as otherwise provided in the Articles of Incorporation, the Declaration or these By-Laws; provided, that proxies shall not be accepted at any annual meeting of the Members unless delivered to the Secretary of the Beach Association at least

two weeks prior to any such meeting and verified as being authentic, to the satisfaction of said Secretary. If, however, such quorum shall not be present or represented at any meeting, the Members entitled to vote thereat shall have the power to adjourn the meeting, from time to time, without notice other than announcement at the meeting, until a quorum as aforesaid shall be present or represented.

3.5 Proxies. At all meetings of Members, each Member may vote in person or by proxy. All proxies shall be in writing and filed with the Secretary. Every proxy shall be revocable and shall automatically cease upon conveyance by the Member of his Lot.

#### ARTICLE 4

##### BOARD OF DIRECTORS; SELECTIONS; TERM OF OFFICE

4.1 Number. The affairs of the Beach Association shall be managed by a Board of seven (7) Directors, who shall be Members of the Beach Association.

4.2 Term of Office. At the first annual meeting, the Members shall elect three (3) Directors for a term of three (3) years, two (2) Directors for a term of two (2) years, and two (2) Directors for a term of one (1) year; and at each annual meeting thereafter, the Members shall elect a Director of Directors to fill all vacancies occurring through expired terms for a term of three (3) years.

4.3 Removal. Any Director may be removed from the Board with or without cause by a majority vote of the Members of the Beach Association. In the event of death, resignation or removal of a Director, his successor shall be selected by the remaining members of the Board and shall serve for the unexpired term of his predecessor.

4.4 Compensation. No Director shall receive compensation for any service he may render to the Beach Association. However, any Director may be reimbursed for his actual expenses incurred in the performance of his duties.

4.5 Action Taken Without a Meeting. If one or more Directors deem it necessary to take immediate action, allowed in the By-Laws, they may do so upon receiving written consent of at least four (4) Directors. Directors need not meet to act, but a full report must be made at the next meeting. Such action shall have the same effect as though taken at a called meeting.

#### ARTICLE 5

##### NOMINATION AND ELECTION OF DIRECTORS

5.1 Nomination. Nomination for election to the Board of Directors shall be made from the floor at the annual meeting.

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

## ARTICLE 6

### MEETINGS OF DIRECTORS

6.1 Regular Meetings. Regular meetings of the board of Directors shall be held annually without notice at such place and hour as may be fixed from time to time by resolution of the Board. Should said meeting date fall upon a legal holiday, then that meeting shall be held at the same time on the next day which is not legal.

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

## ARTICLE 7

### POWERS AND DUTIES OF THE BOARD OF DIRECTORS

7.1 Powers. The Board of Directors shall have the power to:

(a) Spend reasonable sums of money in performance of their duties prescribed by these By-Laws. If expenses for commodities and/or services for any one project will exceed \$500.00, a written vote must be called for. A majority of allowable votes shall be required for approval.

(b) Adopt and publish rules and regulations governing the use of the Common Area and facilities, and the personal conduct of the Members and their guest thereon, and to establish penalties for the infraction thereof.

(c) Suspend the voting rights and right to use of the recreational facilities of a Member during any period in which such member shall be in default in the payment of any assessment levied by the Beach Association. Such rights may also be suspended, after notice and hearing, for a period not to exceed 60 days for infraction of published rules and regulations.

(d) Exercise for the Beach Association all powers, duties and authority vested in or delegated to the Beach Association and not reserved to the membership by other provisions of the By-Laws and the Articles of Incorporation.

(e) Declare of the office of a member of the Board of Directors to be vacate in the event such member shall be absent from three (3) consecutive regular meetings of the Board of Directors.

7.2 Duties. It shall be the duty of the Board of Directors to:

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

(b) Supervise all officers, agents and employees of the Beach Association, and see that their duties are properly performed.

(c) Fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period.

(d) Send written notice of each assessment to every Owner subject thereto at least thirty (30) days in advance of each annual assessment period.

(e) Issue or cause an appropriate officer to issue, upon demand by any person, a certificate setting forth whether or not any assessment has been paid. A reasonable charge may be made by the Board of Directors for the issuance of these certificates. If a certificate states an assessment has been paid, such certificate shall be conclusive evidence of such payment.

(f) Procure and maintain adequate liability and hazard insurance on property owned by the Beach Association.

(g) Cause the Common Area to be maintained.

(h) Fix the fees to be charged and the conditions to be observed under which keys to the lock on the gate of the Common Area will be issued to Members; provided, one such condition shall be that all keys issued to a Member are required to be returned to an Officer or Director of the Beach Association upon the sale or other transfer of ownership by such Member of said member's Lot (s).

## ARTICLE 8

### OFFICERS AND THEIR DUTIES

8.1 Enumeration of Officers. The officers of the Beach Association shall be President, Vice President, Secretary and Treasurer, who shall at all times be members of the Board of Directors.

8.2 Election of Officers. The election of officers shall take place at the first annual meeting.

8.3 Term. The officers of the Beach Association shall be elected annually by the Members, and shall hold office for one year unless he shall sooner resign or shall be removed or otherwise disqualified to serve.

8.4 Resignation and Removal. Any officer may be removed from office with or without cause by the Board of Directors. Any officer may resign at any time given notice to the Board, the President or the Secretary. Such resignation shall take effect on the date of receipt of such notice or any later time specified therein, and, unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

8.5 Vacancies. A vacancy in any office may be filled by appointment of the Board of Directors. The officer appointed to such vacancy shall serve for the remainder of the term of the officer he replaces.

8.6 Multiple Offices. The offices of Secretary and Treasurer shall not be held by the same person. No person shall simultaneously hold more than one of any of the other offices.

8.7 Duties. The duties of the officers are as follows:

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

(b) Vice President. The Vice President shall act in the place and stead of the President in the vent of the President's absence, inability to act, or refusal to act, and shall exercise and discharge such other duties as may be required of him by the Board of Directors.

(c) Secretary. The Secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board of Directors and of the Members; shall serve notice of meetings of the Board and of the Members; shall keep appropriate current records showing the Members of the Beach Association together with their addresses, and shall perform such other duties as required by the Board.

(d) Treasurer. The Treasurer shall receive and deposit in the appropriate bank accounts all monies of the Beach Association and shall disburse such funds as directed by resolution of the Board of Directors; shall sign all checks and promissory notes of the Beach Association; shall keep proper books of accounts, and shall cause an annual audit of the Beach Association's books to be made by the Board of Directors at the completion of each Fiscal Year.

## ARTICLE 9

### ASSESSMENTS

Each Member is obligated to pay the Beach Association annual and special assessments, which are secured by a continuing lien upon the property against which the assessment is made. Any assessments which are not paid when due shall be delinquent. If an assessment is not paid within thirty (30) days after the due date, the assessment shall bear interest from the date of delinquency at the rate of 12 percent per annum. Upon three (3) years delinquency in the payment of any assessment by a member, the Board of Directors may file a lien against the Lot(s) of such Member, and if after one (1) additional year all delinquent assessments, together with interest thereon, are not paid in full by the Member, the Board is authorized to undertake foreclosure proceedings or other appropriate actions to collect such delinquent assessments, interest thereon, and legal and other costs associated with such actions, whether consummated or not.

## ARTICLE 10

### AMENDMENTS

10.1 These By-Laws may be amended, at a regular or special meeting of the Members, by a vote of a majority of a quorum of Members present in person or by proxy.

10.2 In the case of any conflict between the Articles of Incorporation and these By-Laws, the Articles of Incorporation shall control.

## ARTICLE 11

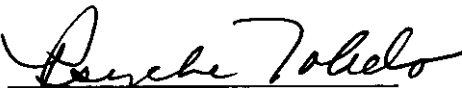
### FISCAL YEAR

The fiscal year of the Beach Association shall begin on the first day of July and end on the 30<sup>th</sup> day of June every year.

The By-Laws of the Harbor Sands Beach Association were duly adopted, originally, by the directors of the corporation in 1985; were ratified by

the directors of the corporation, on July 28, 2012, in the form of the original adoption; were amended by the members on August 18, 2012; and, were last amended by the members on June 29, 2013.

  
Margaret A. Schultz, President

Attest:   
Psyche Toledo, Secretary



STATE OF WASHINGTON)
) ss.
COUNTY OF ISLAND )

I certify that I know or have satisfactory evidence that Margaret A. Schultz 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 Harbor Sands Beach Association, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated this 21st day of July, 2013.



Gloria L. Brewster
Notary Public in and for the
State of Washington
My appointment expires: 6-22-14

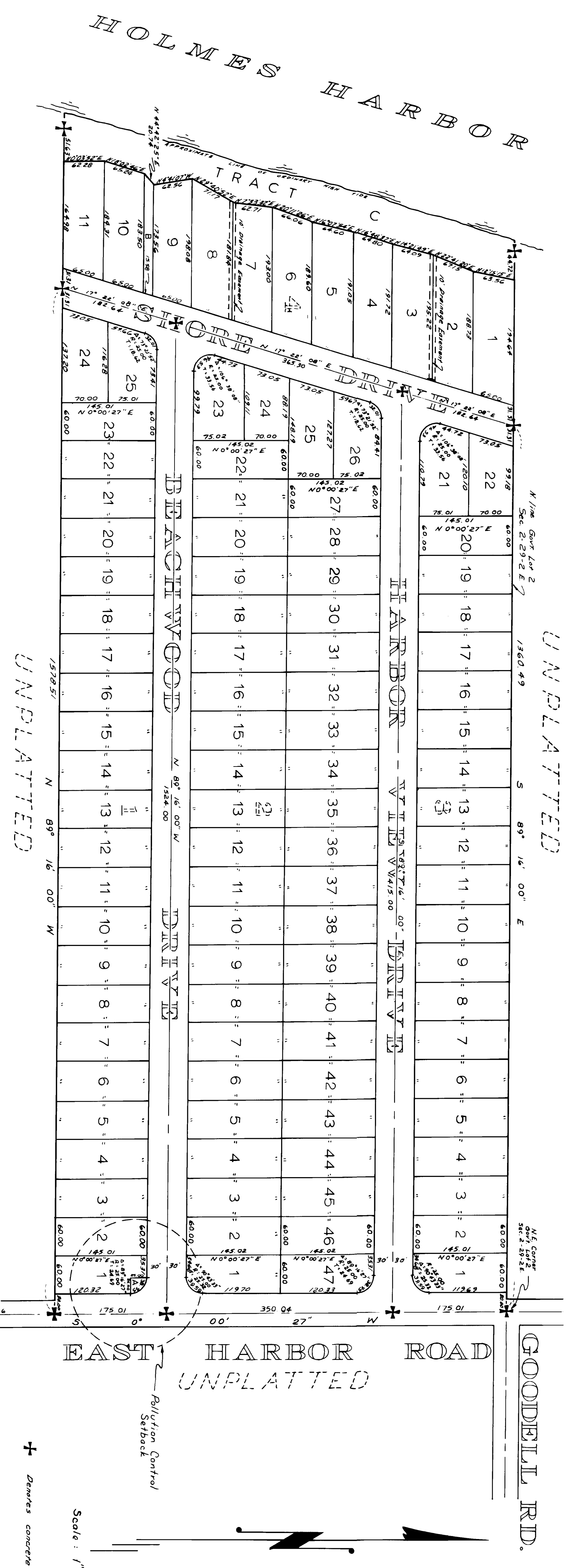
STATE OF WASHINGTON)
) ss.
COUNTY OF ISLAND )

I certify that I know or have satisfactory evidence that Psyche Toledo 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 Harbor Sands Beach Association, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated this 21st day of July, 2013.

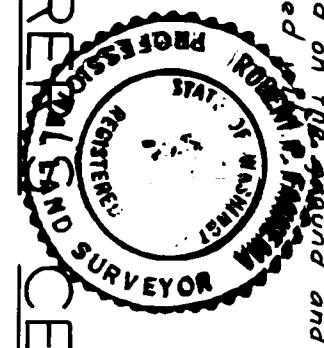


Gloria L. Brewster
Notary Public in and for the
State of Washington
My appointment expires: 6-22-14

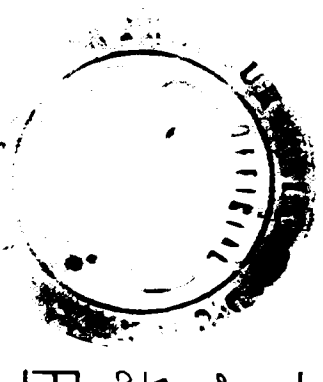


**SURVEYOR'S CERTIFICATE**

I, Robert P. Fakkema, hereby certify that the adjoining plat of HARBOR SANDS, Div. No. 1, is based upon an actual survey, that the courses and distances are shown thereon correctly, that the monuments have been set and all lot and block corners have been staked on the ground and that the provisions of statute and ordinance have been complied with.



ROBERT P. FAKKEMA  
REGISTERED LAND SURVEYOR  
CERTIFICATE NO. 8947



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 1962.

HARRY A. LANG  
TREASURER

W. W. LIBBEY  
DEPUTY COUNTY AUDITOR

Approved by me this 21<sup>st</sup> day of August, 1962.  
QUINCY ENGINEER

Approved by the Island County Planning Commission this 22<sup>nd</sup> day of August, A.D. 1962.PLANNING COMMISSION APPROVAL

**HARBOR SANDS  
DIVISION NO. 1**

IN SEC. 2, TWP. 29 N., R. 2 E.W.M.  
ISLAND COUNTY, WASH.

**COMMISSIONER'S APPROVAL**

Approved by the Board of County Commissioners this 22<sup>nd</sup> day of August, A.D. 1962.

**DESCRIPTION**

The adjoining plat of HARBOR SANDS, DIV. NO. 1, embraces the north 700 feet of Government Lot 2, in Section 2, Township 29 North, Range 2 East of the Wilamette Meridian; LESS County Roads.

**ACKNOWLEDGMENTS**

This is to certify that on the 22<sup>nd</sup> day of August, A.D. 1962, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared David C. Henry and Margaret E. Waldman, his wife, doing business as Stonebridge Construction Company, to me known to be the individuals described in and who executed the foregoing instrument, and acknowledged to me that they signed and sealed said instrument as their free and voluntary act and deed. I have read the contents hereof and they have declared to me that they have read the same and they have hereto set my hand and seal the day and year first above written.

Notary Public in and for the State of Washington,  
residing at Edmonds,  
County of Skagitwa } S.S.

**DEDICATION**

KNOW ALL MEN BY THESE PRESENTS: That we, the undersigned, owners in fee simple of the land herein platted, hereby declare this plat and dedicate to the use of the public forever, all streets, sidewalks, drainage easements, or whatever public property is shown hereon, with the use thereof for all public purposes not inconsistent with the use thereof for public high public purposes, right to make all necessary slopes for cuts and fills upon the blocks, alleys, etc., shown hereon. Also, the right to drain all streets over 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 restrictions: this plat shall be divided and sold or resold in ownership changes of tracts of less than 7200 sq. ft. ownership of any portion of this plat shall be less than 7200 sq. ft. 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. Construction on any lot shall require a building permit and sewage disposal permit prior to commencement of construction of any building. Additional restrictive and protective covenants applying to all lots in this plat are filed under Auditor's File No. \_\_\_\_\_ of \_\_\_\_\_, this 22<sup>nd</sup> day of August, 1962.

**Bernard J. Waldman**, WATSEMAN LOGGING COMPANY, INC.  
PRESIDENT - BEAUCHAMPT WISSEMAN  
**David C. Henry**, NORTH BAYNE DEVELOPMENT  
PRESIDENT - BEAUCHAMPT WISSEMAN  
**Charles R. Waldman**, VICE PRESIDENT - DAVID C. HENRY  
PRESIDENT - BEAUCHAMPT WISSEMAN  
**Charles R. Waldman**, STONEBRIDGE CONSTRUCTION COMPANY  
PRESIDENT - DAVID C. HENRY  
**David C. Henry**, PHOENIX K. STONEBRIDGE  
PRESIDENT - DAVID C. HENRY  
**David C. Henry**, MARION F. HEAVY

RESTRICTIVE COVENANTS RUNNING WITH LAND

THIS INDENTURE and Declaration of Covenants running with the land, made this 20 day of March, 1968, by NORTH RANGE CORPORATION.

WITNESSETH:

WHEREAS, said parties are the owners of HARBOR SANDS, DIVISION NO. 1, as per plat recorded in volume 9 of plats, page 51, records of Island County, situate in the county of Island, State of Washington.

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 HEREBY MADE KNOWN THAT said parties to by these presents make, establish, confirm and hereby impress upon HARBOR SANDS, DIVISION NO. 1, an addition to Island county, Washington, according to plat thereof recorded in volume 9 of plats, page 51, records of Island County, Washington, which property is 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 mobile home less than twelve feet in width shall be placed on any lot, unless specifically approved by the Architectural Control Committee.
3. All mobile homes are required to have a skirting around their base compatible in appearance so as to enhance the exterior appearance of said mobile home. Such skirting must be installed within a period of sixty days from such date as mobile home is placed upon the lot.
4. Any additional structures pertaining to mobile homes such as porches, steps, outbuildings, carports, etc., must be painted or stained and maintained in such condition as to not detract or degrade the exterior appearance of said mobile home.
5. Any residence erected or placed upon any lot shall be completed as to external appearance, including any painting or other finishing within one year of the date of commencement of construction.
6. No structure of any kind in excess of twenty feet in height will be allowed on any lot unless specifically approved by the Architectural Control Committee. Any fencing of any type must be limited to six feet in height.
7. No lot shall be used except for residential purposes and no lot shall be subdivided into smaller lots.
8. No structure of a temporary character such as tent, shack, garage, barn or other outbuilding shall be used at any time as a residence either permanently or temporarily.
9. No noxious or offensive activities shall be permitted on any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.
10. No signs of any kind shall be displayed to the public view on any lot except one professional sign of not more than two square feet, 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.
11. 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 they are not kept, bred or maintained for any commercial purposes.

LAND TITLE

12. No lots shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall be kept in sanitary containers. All incinerators or other equipment for the storage or disposal of any such materials shall be kept in a clean and sanitary condition.

13. 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 ten (10) years from the date these covenants are recorded, after which time said covenants shall be automatically extended from successive period of ten (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.

14. 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.

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

IN WITNESS WHEREOF we have hereunto set our hands and seals this 20 day of March, 1968.

NORTH RANGE CORPORATION

Emery H. Berwind  
Emery H. Berwind, President

Ralph C. Klein  
Ralph C. Klein, Vice-President

STATE OF WASHINGTON )  
                          ) ss.  
COUNTY OF KING       )

On this 20<sup>th</sup> day of March, A.D. 1968, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn personally appeared Emery H. Berwind and Ralph c. Klein to me known to be the President and Vice-President, respectively, of NORTH RANGE CORPORATION the corporation that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that they are authorized to execute the said instrument and that the seal affixed is the corporate seal of said corporation.

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



Jean T. Little  
Notary Public in and for the State of Washington  
residing at Bellevue

380254

FILED RECORDED 00  
VOL. \_\_\_\_\_  
PAGE \_\_\_\_\_  
Robert Wells  
MAR 9 11 31 AM '81

MASTER FORM DECLARATION OF COVENANTS,  
CONDITIONS AND RESTRICTIONS

DECLARANTS hereby covenant, agree and declare as follows:

H.H. FERRIER, AUDITOR  
ISLAND COUNTY, WASH.  
Deputy

ARTICLE I

DEFINITIONS

Section 1. "Lot" shall mean and refer to each separate and distinct lot or parcel of real property within that certain plat known and described as the "Plat of Harbor Sands, Division No. 1, per plat recorded in Volume 9 of Plats at page 51, records of Island County, Washington".

Section 2. "Owner" shall mean and refer to the record owner or contract purchaser, whether one or more persons or entities, of the title in fee simple to a Lot. "Owner" does not include any person or entity who holds title to a Lot merely as security for the performance of an obligation.

Section 3. "Association" shall mean and refer to Harbor Sands Beach Association, a not-for-profit Washington corporation, with its offices in Island County, Washington.

Section 4. "Common Area" shall mean and refer to all real property, and improvements thereto, owned by the Association for the common use and enjoyment of its members. The Common Area owned by the Association at the time of this Declaration is described in Appendix A, attached hereto and by this reference incorporated herein.

Section 5. "Declarants" shall mean and refer to those Owners who have subjected their ownership of specified Lots to the rules, regulations and taxing authority of the Association and have acquired in return certain rights, privileges and licenses in the Common Area, all in accordance with the covenants, conditions and restrictions herein set forth.

ARTICLE II

MEMBERSHIP AND VOTING RIGHTS

Section 1. Declarant agrees and covenants, as to each and every Lot to which this Declaration applies, that Declarant, and any heir, devisee, legatee, administrator, executor, successor or assign in interest to said Lot, to join and be a member of the Association, according to the terms of this Declaration and the Articles of Incorporation and Bylaws of the Association, as now or hereafter constituted. Hereafter, membership in the Association shall be appurtenant to, and may not be separated from, ownership of any such Lot to which this Declaration applies.

Section 2. Declarant shall have one vote for each Lot owned to which this Declaration applies. When more than one person holds an interest in any such Lot, all such persons shall be members. The vote for such a Lot, however, shall be exercised as they determine, but in no event, shall more than one vote be cast with respect to any Lot.

ARTICLE III

OWNERS' EASEMENTS OF ENJOYMENT

Declarant shall have a right and easement of enjoyment with all other members of the Association in and to the Common Area which shall be appurtenant to and shall pass with the title to any Lot to which this Declaration applies,

subject to the following provisions:

- A) The right of the Association to charge reasonable admission and other fees for the use of any recreational facility situated upon the Common Area;
- B) The right of the Association to suspend the voting rights and right to use of the recreation facilities by Declarant for any period during which any assessment against a Lot to which this Declaration applies remains unpaid; and for a period not to exceed sixty (60) days for any infraction of the Association's published rules and regulations;
- C) The right of the Association to dedicate or transfer any or all part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be authorized by the Association's Articles of Incorporation and as may be agreed to by the members. No such dedication or transfer shall be effective unless consent signed by two-thirds (2/3) of the members has been recorded;
- D) The Declarant may delegate, in accordance with the Bylaws, his right of enjoyment to the Common Area and facilities to the members of his family, his tenants, or contract purchasers who reside on Declarant's lot.

#### ARTICLE IV

##### COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the lien and personal obligation of assessment. The Declarant, for each Lot owned subject to this Declaration, hereby covenants, and each successor of Declarant to any said Lot, covenants and agrees to pay to the Association: (1) annual assessments or charges, and (2) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs and reasonable attorney's fees necessarily incurred by the Association in collecting assessments due, shall be a charge on the land and shall be a continuing lien upon the Lot against which each such assessment is made. Each such assessment, together with interest, costs and reasonable attorney's fees, shall also be the personal obligation of the person who is or was the owner of said Lot at the time when the assessments fell due. The personal obligation for delinquent assessments shall not pass to the successors in title unless expressly assumed by them.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety and welfare of the Association's members in connection with the improvement and maintenance of the Common Area.

Section 3. Annual and Special Assessments. The Association is entitled to, and hereunder may, levy annual assessments or charges, and special assessments for capital improvements, such assessments to be levied and collected as in the Bylaws of the Association provided. Both annual and special assessments shall be fixed at a uniform rate for all Lots to which this Declaration applies. Annual assessments shall be established by a simple majority vote of all the members. Special assessments shall be established upon a fifty-five (55%) percent majority vote of all the members.

Section 4. Effect of Non-Payment of Assessments. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of Twelve (12%) Per Centum Per Annum. The Association may bring an action at law against the member personally obligated to pay the same, or foreclose the lien against the property. No owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his Lot.

#### ARTICLE V

#### GENERAL PROVISIONS

Section 1. Enforcement. The Association, or any member, shall have the right to enforce, by any proceeding at law or an equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed under the provisions of this Declaration. Failure by the Association or by any member to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so hereafter.

Section 2. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no wise effect any other provisions which shall remain in full force and effect.

Section 3. Amendment. The covenants and restrictions of this Declaration shall run with and bind the land, provided that for a term of twenty (20) years from January 1, 1981, this Declaration may be amended by an instrument signed by not less than ninety (90%) percent of the members, and thereafter, this Declaration may be amended by an instrument signed by not less than seventy-five (75%) percent of the members. Any such amendment or amendments must be recorded.

Section 4. Annexation. Additional Common Area may be annexed by the Association with the consent of two-thirds (2/3) of the members.

DATED this first day of February, 1981.

DEED RECORD 53  
ISLAND COUNTY, WASHINGTON

485

1939  
The Brown Farm  
to  
Puget Sound Power & Light Company

Everett District Northern Division  
Reg. No. 3999

C O N T E N T

THIS INSTRUMENT, made this 30th day of March, A.D. 1940 between The Brown Farm, a Washington Corporation hereinafter called the Grantor, party of the first part, PUGET SOUND POWER & LIGHT COMPANY, a Massachusetts corporation, hereinafter called the Grantee party of the second part, WITNESSETH:

That the Grantor for and in consideration of the sum of One and No/100 Dollars (\$1.00) and other valuable considerations, receipt of which is hereby acknowledged, hereby conveys and grants to the Grantee, its successors and assigns, the right, privilege and authority to construct, erect, alter, improve, repair, operate and maintain an electric transmission and distribution line, consisting of a single line of poles, with necessary braces, guys and anchors, and to place upon or suspend from such poles transmission distribution and signal wires, insulators, cross-arms, transformers and other necessary or convenient appurtenances, across, over and upon the following described lands and premises situated in the County of Island, State of Washington, to-wit:

Lot 3, Section 2, Township 29 North, Range 2 E.W.M., containing 67.70 acres, and the north 17.16 acres of Lot 4 and the S.W. 1/4 of the S.W. 1/4 of Section 2, Township 29 North, Range 2 E.W.M., together with all the islands in front of, adjacent to or abutting upon all of the above described property.

The center line of said transmission and distribution line to be located as follows:

As now located or as hereinafter may be relocated by mutual consent of the parties hereto.

Together with the right at all times to the Grantee, its successors and assigns, of ingress to and egress from said lands across adjacent lands of the Grantor for the purpose of constructing, reconstructing, repairing, renewing, altering, changing, patrolling and operating said line, and the right at any time to remove said poles, wires and appurtenances from said lands.

Also the right to the Grantee, its successors and assigns, at all times to cut all brush and timber, and trim all trees standing or growing upon said lands which, in the opinion of the Grantee, constitute a menace or danger to said line.

The Grantor, its successors or assigns, covenants and agrees that it will not do any blasting or discharge any explosives within a distance of three hundred (300) feet of said line without giving reasonable notice in writing to the Grantee, its successors or assigns, of intention so to do.

The rights, title, privileges and authority hereby granted shall continue and be in full force until such time as the Grantee, its successors or assigns, shall permanently remove said poles, wires and appurtenances from said lands, or shall otherwise permanently abandon said line, at which time all such rights, title, privileges and authority hereby granted shall terminate.

Any mortgage on the said premises held by the Mortgagee above named is hereby released to the extent, but only to the extent, necessary to subordinate the said mortgage to the interest herein granted to said Grantee.

IN WITNESS WHEREOF, this instrument has been executed the day and year first above

written:

Corporate Seal  
The Brown Farm  
State of Washington

THE BROWN FARM, A WASHINGTON CORPORATION

By C. E. Clinton President

And R. F. Oldham Secretary



DEED RECORD 53  
ISLAND COUNTY, WASHINGTON

STATE OF WASHINGTON,  
COUNTY OF KING

(FOR CORPORATE ACKNOWLEDGMENT)

On this 30th day of March, A.D., 1910, before me personally appeared G. D. CLYDE to me known to be the President, and R. P. CLEMAN, to me known to be the Secretary of the corporation that executed the within and foregoing instrument, and each acknowledged that said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and each on oath stated that they were authorized to execute said instrument, and that the seal affixed to the corporate seal of said corporation.

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

N. P. Seal: T. W. Zimmerman  
State of Washington  
Commission expires Feb. 1, 1911.

H. C. Blumfeldt  
Notary Public in and for the State of Washington, residing at Seattle

Filed for record at the request of Puget Sound Power & Light Company April 17, 1910 at 6:57 A.M.

E. W. Hibbey, County Auditor

Harry H. Jones, et ux  
to  
Puget Sound Power & Light Company

W A S H I N G T O N

THIS INSTRUMENT, made this 20 day of March, A.D. 1910 between Harry H. Jones and Evelyn P. Jones, husband and wife hereinafter called the Grantors, parties of the first part, PUGET SOUND POWER & LIGHT COMPANY, a Massachusetts corporation, hereinafter called the Grantee, party of the second part, WITNESSETH:

That the Grantors for and in consideration of the sum of One and No/100 Dollars (\$1.00) and other valuable considerations, receipt of which is hereby acknowledged, hereby convey and grant to the Grantee, its successors and assigns, the right, privilege and authority to construct, erect, alter, improve, repair and operate and maintain an electric transmission and distribution line, consisting of a single line of poles, with necessary braces, guys and anchors, and to place upon or suspend from such poles transmission, distribution and signal wires, insulators, cross arms, transformers and other necessary or convenient appurtenances, across, over and upon the following described lands and premises situated in the County of Island, State of Washington, to-wit:

Government Lot 2, Section 2, Township 29 North, Range 2 E.W.M.

The center line of said transmission and distribution line to be located as follows:

As now located or as hereinafter may be relocated by mutual consent of the parties hereto.

Together with the right at all times to the Grantee, its successors and assigns, of ingress to and egress from said lands across adjacent lands of the Grantors for the purpose of constructing, reconstructing, repairing, renewing, altering, changing, patrolling and operating said line, and the right at any time to remove said poles, wires and appurtenances from said lands.

Also the right to the Grantee, its successors and assigns, at all times to cut all brush and timber, and trim all trees standing or growing upon said lands which, in the opinion of the Grantee, constitute a menace or danger to said line.

The Grantors, their heirs, successors or assigns, covenant and agree that they will not do any blasting or discharge any explosives within a distance of three hundred (300) feet of said line without giving reasonable notice in writing to the Grantee, its successors

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DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

THIS DECLARATION made on the date hereinafter set forth by the undersigned owner or owners of the real property specified hereinbelow and situated within the plat known and described as the "Plat of Harbor Sands, Division No. 1, per plat recorded in Volume 9 of Plats at page 51, records of Island County, Washington", hereinafter referred to as Declarant,

WITNESSETH, that Declarant does hereby promise, covenant and declare as follows:

1) Title to said real property shall be held, sold and conveyed subject to the terms and conditions of the Master Form Declaration of Covenants, Conditions and Restrictions, recorded in the Office of the Island County Auditor on the \_\_\_ day of \_\_\_\_\_, 1981, in Volume \_\_\_ of Deeds at page \_\_\_\_\_.

2) Declarant agrees to join the Harbor Sands Beach Association and to be bound and subject to its rules, regulations and taxing authority, all as is more particularly set forth in the aforesaid Master Form Declaration.

3) This Declaration is for the purpose of protecting the value and desirability of the Declarant's real property. Consequently, this Declaration shall run with the real property hereinbelow described and shall be binding on Declarant, his heirs, devisees, legatees, administrators, executors, successors, assigns or any other party having or claiming any right, title or interest in or to the said real property or any part thereof, and shall also inure to the benefit of each owner thereof.

4) The names of Declarants and their real property to which this Declaration applies are as set forth below.

DATED this 21 day of Feb., 1981.

SIGNED:

PROPERTY DESCRIPTION

Robert Wells

Lot 23425, Block 6  
of Harbor Sands,  
Division No. 1.

Mildred E. Wells

as recorded in Volume  
9 of plats, Page 51

STATE OF WASHINGTON )  
COUNTY OF ISLAND ) ss

On this day personally appeared before me MRS. & MRS. ROBERT J. WELLS, to me known to be the individual(s) described in and who executed the within and foregoing instrument, and acknowledged that they signed the same as THEIR free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 21st day of FEBRUARY, 1981.

Walter Campbell  
Notary Public in and for the State of

PROPERTY DESCRIPTION:

Lot 12, - Blk. 2,  
of Harbor Sands,  
Division No. 1.  
As recorded in  
Volume 9 of Plats,  
Page 51 -

STATE OF WASHINGTON )  
COUNTY OF ISLAND ) ss

Robert A. Pierson  
On this day personally appeared before me ROBERT A. PIERSON, to me known to be the individual(s) described in and who executed the within and foregoing instrument, and acknowledged that HE signed the same as HIS free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 1st day of FEBRUARY, 1981.

Walter Campbell  
Notary Public in and for the State of  
Washington, residing at LANGLEY.

SIGNED:

Melvin C. Marschel

PROPERTY DESCRIPTION:

Lot 20, Block 3,  
of Harbor Sands  
Division No. 1.  
As recorded in  
Volume 9 of  
Plats, Page 51 -

STATE OF WASHINGTON )  
COUNTY OF ISLAND ) ss

On this day personally appeared before me MELVIN C. MARSHEL, to me known to be the individual(s) described in and who executed the within and foregoing instrument, and acknowledged that HE signed the same as HIS free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 1st day of FEBRUARY, 1981.

Walter Campbell  
Notary Public in and for the State of  
Washington, residing at LANGLEY.

SIGNED:

Margaret Sargent

PROPERTY DESCRIPTION:

Lot 2, Block 3,  
of Harbor Sands,  
Division No. 1.  
As recorded in  
Volume 9 of  
Plats, Page 51 -

STATE OF WASHINGTON )  
COUNTY OF ISLAND ) ss

Francis J. Sargent  
On this day personally appeared before me Mrs. & Mrs. FRANCIS, to me known to be the individual(s) described in and who executed the within and foregoing instrument, and acknowledged that THEY signed the same as THEIR free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 1st day of FEBRUARY, 1981.

W. Stensfield  
Rigel M. Stensfield

PROPERTY DESCRIPTION:  
LOT-W. 1/2 4 + LOT 5. BLK. 3  
of HARBOR SANDS, DIVISION No. 1  
As recorded in Volume 9  
of plats, Page 51.

STATE OF WASHINGTON )  
COUNTY OF ISLAND ) ss

On this day personally appeared before me MR. & MRS. ROLFE  
STENSFIELD, to me known to be the individual(s) described in  
and who executed the within and foregoing instrument, and acknowledged  
that they signed the same as THEIR free and voluntary act and deed,  
for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 21st day of  
FEBRUARY, 1981.

Walter Campbell  
Notary Public in and for the State of  
Washington, residing at LONGLEY.

SIGNED:  
Blaine Taylor fish  
Elizabeth Ann Fish

PROPERTY DESCRIPTION:  
Lot 11 - BLK. 4  
of Harbor Sands  
Division No. 1  
As recorded in  
Volume 9 of  
Plats, Page 51

STATE OF WASHINGTON )  
COUNTY OF ISLAND ) ss

On this day personally appeared before me MR. & MRS. BLAINE  
FISH, to me known to be the individual(s) described in  
and who executed the within and foregoing instrument, and acknowledged  
that they signed the same as THEIR free and voluntary act and deed,  
for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 21st day of  
FEBRUARY, 1981.

Walter Campbell  
Notary Public in and for the State of  
Washington, residing at LONGLEY.

SIGNED:  
Rigel Stensfield  
Walter Stensfield

PROPERTY DESCRIPTION:  
Lot 45, Block 2,  
of Harbor Sands,  
Division No. 1.  
As recorded in  
Volume 9 of Plats,  
Page 51.

STATE OF WASHINGTON )  
COUNTY OF ISLAND ) ss

On this day personally appeared before me MR. & MRS. ALFRED  
STENSFIELD, to me known to be the individual(s) described  
in and who executed the within and foregoing instrument, and acknowledged  
that they signed the same as THEIR free and voluntary act and deed,  
for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 21st day of  
FEBRUARY, 1981.

STATE OF WASHINGTON )  
COUNTY OF ISLAND ) ss

PROPERTY DESCRIPTION:  
Lot 24, Block 2,  
of Harbor Sands,  
Division No. 1.  
as recorded in  
Volume 9 of Plats,  
Page 51.

Walter Bacon  
Walter Bacon  
On this day personally appeared before me MICHAEL JACK S.  
McCarthy, to me known to be the individual(s) described in  
and who executed the within and foregoing instrument, and acknowledged  
that they signed the same as THEIR free and voluntary act and deed,  
for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 21st day of  
FEBRUARY, 1981.

Walter Bacon  
Notary Public in and for the State of  
Washington, residing at LANGLEY.

SIGNED:

John T. McCarthy

Jacqueline McCarthy

STATE OF WASHINGTON )  
COUNTY OF ISLAND ) ss

PROPERTY DESCRIPTION:  
Lot 17, Block 2  
of Harbor Sands,  
Division No. 1.  
as recorded in  
Volume 9 of Plats,  
Page 51.

On this day personally appeared before me JOHN T. AND JACQUELINE  
McCarthy, to me known to be the individual(s) described in  
and who executed the within and foregoing instrument, and acknowledged  
that they signed the same as THEIR free and voluntary act and deed,  
for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 21st day of  
FEBRUARY, 1981.

Walter Bacon  
Notary Public in and for the State of  
Washington, residing at LANGLEY.

SIGNED:

Phyllis G. Quacken

Donald G. Quacken

STATE OF WASHINGTON )  
COUNTY OF ISLAND ) ss

PROPERTY DESCRIPTION:  
Lot 29, Block 2  
of Harbor Sands  
Division No. 1.  
as recorded in  
Volume 9 of Plats  
Page 51.

On this day personally appeared before me DEVIDA & PHYLLIS G.  
Quacken, to me known to be the individual(s) described  
in and who executed the within and foregoing instrument, and acknowledged  
that they signed the same as THEIR free and voluntary act and deed,  
for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 21st day of  
FEBRUARY, 1981.

PROPERTY DESCRIPTION:

Lot 17, Block 3  
of Harbor Lands,  
Division No. 1.

As recorded in  
Volume 9 of  
Plats, Page 51.

STATE OF WASHINGTON )  
COUNTY OF ISLAND ) ss

On this day personally appeared before me WARREN L. STEPHENS  
to me known to be the individual(s) described in  
and who executed the within and foregoing instrument, and acknowledged  
that HE signed the same as HIS free and voluntary act and deed,  
for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 21st day of  
FEBRUARY, 1981.

Walter Campbell  
Notary Public in and for the State of  
Washington, residing at LAUREL.

SIGNED:

Margaret L. Mattila

PROPERTY DESCRIPTION:

Lot 23, Block 2  
of Harbor Lands  
Division No. 1.

As recorded in  
Volume 9 of Plats,  
Page 51.

STATE OF WASHINGTON )  
COUNTY OF ISLAND ) ss

On this day personally appeared before me MARGARET L. MATTILA  
to me known to be the individual(s) described in  
and who executed the within and foregoing instrument, and acknowledged  
that SHE signed the same as HE free and voluntary act and deed,  
for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 21st day of  
FEBRUARY, 1981.

Walter Campbell  
Notary Public in and for the State of  
Washington, residing at LAUREL.

SIGNED:

Emel Remington

PROPERTY DESCRIPTION:

Lot W 1/2 Tract 8 and 9,  
Block 2, of  
Harbor Lands  
Division No. 1.

As recorded in  
Volume 9 of Plats,  
Page 51.

STATE OF WASHINGTON )  
COUNTY OF ISLAND ) ss

On this day personally appeared before me EMEL REMINGTON  
to me known to be the individual(s) described  
in and who executed the within and foregoing instrument, and acknowledged  
that SHE signed the same as HER free and voluntary act and deed,  
for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 21st day of  
FEBRUARY, 1981.

STATE OF WASHINGTON )  
COUNTY OF ISLAND ) ss

PROPERTY DESCRIPTION:  
Lot 5, Block 4  
of Harbor Sands  
Division No. 1.  
As recorded in  
Volume 9 of Plats,  
Page 51 -

On this day personally appeared before me GERALDINE H. ALZWOOD, to me known to be the individual(s) described in and who executed the within and foregoing instrument, and acknowledged that SHE signed the same as HER free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 21st day of FEBRUARY, 1981.

Walter Campbell  
Notary Public in and for the State of Washington, residing at LANGLEY.

SIGNED:

Harold A. Olson  
Eloise J. Olson

STATE OF WASHINGTON )  
COUNTY OF ISLAND ) ss

PROPERTY DESCRIPTION:  
Lot 18, Block 3  
of Harbor Sands  
Division No. 1.  
As recorded  
in Volume 9  
of Plats, Page 51 -

On this day personally appeared before me MR. & MRS. ENGWALL, to me known to be the individual(s) described in and who executed the within and foregoing instrument, and acknowledged that they signed the same as THEIR free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 21st day of FEBRUARY, 1981.

Walter Campbell  
Notary Public in and for the State of Washington, residing at LANGLEY.

SIGNED:

Samuel A. Clark  
Christine A. Clark

STATE OF WASHINGTON )  
COUNTY OF ISLAND ) ss

PROPERTY DESCRIPTION:  
Lot 9, Block 4,  
of Harbor Sands  
Division No. 1.  
As recorded in  
Volume 9 of Plats,  
Page 51 -

On this day personally appeared before me MR. & MRS. JAMES D., to me known to be the individual(s) described in and who executed the within and foregoing instrument, and acknowledged that they signed the same as THEIR free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 1st day of FEBRUARY, 1981.

PROPERTY DESCRIPTION:  
Lot 1, Block 4,  
of Harbor Sands,  
Divisions No. 1.  
As recorded in  
Volume 9 of Plats,  
Page 51 -

Leonard E. Berg  
STATE OF WASHINGTON } ss  
COUNTY OF ISLAND }

On this day personally appeared before me LEONARD E. AND CAROL  
U. BECK, to me known to be the individual(s) described in  
and who executed the within and foregoing instrument, and acknowledged  
that they signed the same as THEIR free and voluntary act and deed,  
for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 21st day of  
FEBRUARY, 1981.

William H. Thompson  
Notary Public in and for the State of  
Washington, residing at LAUREL.

SIGNED: PROPERTY DESCRIPTION:  
Lot 2, Block 4,  
of Harbor Sands  
Divisions No. 1.  
As recorded in  
Volume 9 of Plats,  
Page 51 -

Anita E. Friedenberg  
 Mark N. Friedenberg  
STATE OF WASHINGTON } ss  
COUNTY OF ISLAND }

On this day personally appeared before me MIRSK H. & ANITA E.  
FRIEDENBERG, to me known to be the individual(s) described in  
and who executed the within and foregoing instrument, and acknowledged  
that they signed the same as THEIR free and voluntary act and deed,  
for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 21st day of  
FEBRUARY, 1981.

William H. Thompson  
Notary Public in and for the State of  
Washington, residing at LAUREL.

SIGNED: PROPERTY DESCRIPTION:  
Lot 31 and 32, Blk. 2,  
of Harbor Sands,  
Division No. 1.  
As recorded in  
Volume 9 of  
Plats, Page 51 -

Virgil B. Herman  
STATE OF WASHINGTON } ss  
COUNTY OF ISLAND }

On this day personally appeared before me VIRGIL B. HERMAN  
Virgil B. Herman, to me known to be the individual(s) described  
in and who executed the within and foregoing instrument, and acknowledged  
that he signed the same as HIS free and voluntary act and deed,  
for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 21st day of  
FEBRUARY, 1981.



PROPERTY DESCRIPTION:

Quedrech  
Quedrech

Lot #1, Block 4,  
of Harbor Sands  
Division No. 1.  
As recorded in  
Volume 9 of  
Plats, Page 51.

STATE OF WASHINGTON )  
COUNTY OF ISLAND ) ss

On this day personally appeared before me MR. & MRS. Wayne  
Quedrech to me known to be the individual(s) described in  
and who executed the within and foregoing instrument, and acknowledged  
that they signed the same as THEIR free and voluntary act and deed,  
for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 21ST day of  
FEBRUARY, 1981.

Walter Blankfeld  
Notary Public in and for the State of  
Washington, residing at LANGLEY.

SIGNED:

Ronnie K. Bartel  
Martin R. Bartel

PROPERTY DESCRIPTION:

Lot 6 of E 1/2 7,  
Block 2, of Harbor  
Sands, Division  
No. 1. As recorded  
in Volume 9 of  
Plats, Page 51.

STATE OF WASHINGTON )  
COUNTY OF ISLAND ) ss

On this day personally appeared before me MR. & MRS. MERLIN  
Quedrech to me known to be the individual(s) described in  
and who executed the within and foregoing instrument, and acknowledged  
that they signed the same as THEIR free and voluntary act and deed,  
for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 21ST day of  
DECEMBER, 1981.

Walter Blankfeld  
Notary Public in and for the State of  
Washington, residing at LANGLEY.

SIGNED:

Margaret T. Gray

PROPERTY DESCRIPTION:

Lot 33, Block 2  
of Harbor Sands  
Division No. 1.  
As recorded  
in Volume 9 of  
Plats, Page 51.

STATE OF WASHINGTON )  
COUNTY OF ISLAND ) ss

On this day personally appeared before me MARGARET T. GRAY  
Gray to me known to be the individual(s) described  
in and who executed the within and foregoing instrument, and acknowledged  
that she signed the same as HER free and voluntary act and deed,  
for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 21ST day of  
DECEMBER, 1981.

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

THIS DECLARATION made on the date hereinafter set forth by the undersigned owner or owners of the real property specified hereinbelow and situated within the plat known and described as the "Plat of Harbor Sands, Division No. 1, per plat recorded in Volume 9 of Plats at page 51, records of Island County, Washington", hereinafter referred to as Declarant,

WITNESSETH, that Declarant does hereby promise, covenant and declare as follows:

- 1) Title to said real property shall be held, sold and conveyed subject to the terms and conditions of the Master Form Declaration of Covenants, Conditions and Restrictions, recorded in the Office of the Island County Auditor on the \_\_\_ day of \_\_\_\_\_, 1981, in Volume \_\_\_ of Deeds at page \_\_\_\_\_.
- 2) Declarant agrees to join the Harbor Sands Beach Association and to be bound and subject to its rules, regulations and taxing authority, all as is more particularly set forth in the aforesaid Master Form Declaration.
- 3) This Declaration is for the purpose of protecting the value and desirability of the Declarant's real property. Consequently, this Declaration shall run with the real property hereinbelow described and shall be binding on Declarant, his heirs, devisees, legatees, administrators, executors, successors, assigns or any other party having or claiming any right, title or interest in or to the said real property or any part thereof, and shall also inure to the benefit of each owner thereof.
- 4) The names of Declarants and their real property to which this Declaration applies are as set forth below.

DATED this 20<sup>th</sup> day of February, 1981.

SIGNED:

PROPERTY DESCRIPTION

John Riggs  
\_\_\_\_\_

Lot 37, Blk 2, of Harbor Sands, Division No. 1. As recorded in Volume 9 of Plats page 51

STATE OF WASHINGTON )  
COUNTY OF \_\_\_\_\_ ) ss

On this day personally appeared before me John Riggs, to me known to be the individual(s) described in and who executed the within and foregoing instrument, and acknowledged that he signed the same as owner free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 30<sup>th</sup> day of February, 1981.

John M. Harris  
Notary Public in and for the State of Washington, residing at Seattle, WA.

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

THIS DECLARATION made on the date hereinafter set forth by the undersigned owner or owners of the real property specified hereinbelow and situated within the plat known and described as the "Plat of Harbor Sands, Division No. 1, per plat recorded in Volume 9 of Plats at page 51, records of Island County, Washington", hereinafter referred to as Declarant,

WITNESSETH, that Declarant does hereby promise, covenant and declare as follows:

1) Title to said real property shall be held, sold and conveyed subject to the terms and conditions of the Master Form Declaration of Covenants, Conditions and Restrictions, recorded in the Office of the Island County Auditor on the \_\_\_ day of \_\_\_\_\_, 1981, in Volume \_\_\_ of Deeds at page \_\_\_\_\_.

2) Declarant agrees to join the Harbor Sands Beach Association and to be bound and subject to its rules, regulations and taxing authority, all as is more particularly set forth in the aforesaid Master Form Declaration.

3) This Declaration is for the purpose of protecting the value and desirability of the Declarant's real property. Consequently, this Declaration shall run with the real property hereinbelow described and shall be binding on Declarant, his heirs, devisees, legatees, administrators, executors, successors, assigns or any other party having or claiming any right, title or interest in or to the said real property or any part thereof, and shall also inure to the benefit of each owner thereof.

4) The names of Declarants and their real property to which this Declaration applies are as set forth below.

DATED this 21<sup>st</sup> day of February, 1981.

SIGNED:

PROPERTY DESCRIPTION

Yvonne M. Cardell  
Roberta Livingston

Lot 42, Blk 2, of Harbor Sands, Division No. 1. As recorded in Volume 9 of Plats, Page 51

STATE OF WASHINGTON )  
COUNTY OF King ) ss

On this day personally appeared before me H. Roberta Livingston, to me known to be the individual(s) described in and who executed the within and foregoing instrument, and acknowledged that they signed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 21<sup>st</sup> day of February, 1981.

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

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

THIS DECLARATION made on the date hereinafter set forth by the undersigned owner or owners of the real property specified hereinbelow and situated within the plat known and described as the "Plat of Harbor Sands, Division No. 1, per plat recorded in Volume 9 of Plats at page 51, records of Island County, Washington", hereinafter referred to as Declarant,

WITNESSETH, that Declarant does hereby promise, covenant and declare as follows:

1) Title to said real property shall be held, sold and conveyed subject to the terms and conditions of the Master Form Declaration of Covenants, Conditions and Restrictions, recorded in the Office of the Island County Auditor on the \_\_\_ day of \_\_\_\_\_, 1981, in Volume \_\_\_ of Deeds at page \_\_\_\_\_.

2) Declarant agrees to join the Harbor Sands Beach Association and to be bound and subject to its rules, regulations and taxing authority, all as is more particularly set forth in the aforesaid Master Form Declaration.

3) This Declaration is for the purpose of protecting the value and desirability of the Declarant's real property. Consequently, this Declaration shall run with the real property hereinbelow described and shall be binding on Declarant, his heirs, devisees, legatees, administrators, executors, successors, assigns or any other party having or claiming any right, title or interest in or to the said real property or any part thereof, and shall also inure to the benefit of each owner thereof.

4) The names of Declarants and their real property to which this Declaration applies are as set forth below.

DATED this 2nd day of March, 1981.

SIGNED:

PROPERTY DESCRIPTION

Miles L. Hargrett  
Mary E. Hargrett

Lot 39, Block 2, of Harbor Sands, Division No. 1. as recorded in Volume 9 of Plats; Page - 51

STATE OF WASHINGTON )  
COUNTY OF Island ) ss

On this day personally appeared before me Miles L. & Mary E. Hargrett, to me known to be the individual(s) described in and who executed the within and foregoing instrument, and acknowledged that they signed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 2nd day of March, 1981.

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

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

THIS DECLARATION made on the date hereinafter set forth by the undersigned owner or owners of the real property specified hereinbelow and situated within the plat known and described as the "Plat of Harbor Sands, Division No. 1, per plat recorded in Volume 9 of Plats at page 51, records of Island County, Washington", hereinafter referred to as Declarant,

WITNESSETH, that Declarant does hereby promise, covenant and declare as follows:

1) Title to said real property shall be held, sold and conveyed subject to the terms and conditions of the Master Form Declaration of Covenants, Conditions and Restrictions, recorded in the Office of the Island County Auditor on the 2 day of January, 1981, in Volume 499 of Deeds at page 173.

2) Declarant agrees to join the Harbor Sands Beach Association and to be bound and subject to its rules, regulations and taxing authority, all as is more particularly set forth in the aforesaid Master Form Declaration.

3) This Declaration is for the purpose of protecting the value and desirability of the Declarant's real property. Consequently, this Declaration shall run with the real property hereinbelow described and shall be binding on Declarant, his heirs, devisees, legatees, administrators, executors, successors, assigns or any other party having or claiming any right, title or interest in or to the said real property or any part thereof, and shall also inure to the benefit of each owner thereof.

4) The names of Declarants and their real property to which this Declaration applies are as set forth below.

DATED this 3 day of MARCH, 1981.

SIGNED:

PROPERTY DESCRIPTION

Raymond Joseph O'Donnell  
Theresa Ann O'Donnell

Lot 13-14-15  
Block 1  
HARBOR SANDS Div #1  
RECORDED Vol 9 of Plat Pg 51

STATE OF WASHINGTON )  
COUNTY OF ) ss

On this day personally appeared before me RAYMOND Joseph O'Donnell Theresa Ann O'Donnell to me known to be the individual(s) described in and who executed the within and foregoing instrument, and acknowledged that they signed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 3rd day of March, 1981.

Debbie Z. Andrew  
Notary Public in and for the State of  
Washington, residing at Downs/A. Andrews St.  
CALIFORNIA NOTARY PUBLIC - CALIFORNIA

PROPERTY DESCRIPTION:

Frank  
STATE OF WASHINGTON )  
COUNTY OF ISLAND ) ss

Lot 21, Block 2,  
of Harbor Sands  
Division No. 1,  
as recorded in  
Volume 9 of  
Plats, Page 51-

On this day personally appeared before me SUSAN A. FRANK, to me known to be the individual(s) described in and who executed the within and foregoing instrument, and acknowledged that SHE signed the same as HER free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 23rd day of FEBRUARY, 1981.

Walter Campbell  
Notary Public in and for the State of Washington, residing at LAUGHEY.

SIGNED:

Marion R. Sheffer

PROPERTY DESCRIPTION:

Lot 38, Block 2,  
of Harbor Sands,  
Division No. 1,  
as recorded in  
Volume 9 of  
Plats, Page 51-

STATE OF WASHINGTON )  
COUNTY OF ISLAND ) ss

On this day personally appeared before me MARION R. SHEFFER, to me known to be the individual(s) described in and who executed the within and foregoing instrument, and acknowledged that SHE signed the same as HER free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 23rd day of FEBRUARY, 1981.

Walter Campbell  
Notary Public in and for the State of Washington, residing at LAUGHEY.

SIGNED:

[Signature]

PROPERTY DESCRIPTION:

[Large circled X]

STATE OF WASHINGTON )  
COUNTY OF ISLAND ) ss

On this day personally appeared before me Herbert W. Hunt Jr, to me known to be the individual(s) described in and who executed the within and foregoing instrument, and acknowledged that HE signed the same as HIS free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 24th day of February, 1981.

PROPERTY DESCRIPTION:

Lot 40, Block 2, of Harbor Sands, Division No. 1. as recorded in Volume 9 of Plats - Page 51 -

STATE OF WASHINGTON )  
COUNTY OF Island ) ss

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

GIVEN under my hand and official seal this 25<sup>th</sup> day of February, 1981.

M. A. Adise  
Notary Public in and for the State of Washington, residing at Compeville

SIGNED:

Richard L. Halvorsen

PROPERTY DESCRIPTION:

Lot 3, Block 4, of Harbor Sands, Division No. 1. as recorded in Volume 9 of Plats, Page 51 -

STATE OF WASHINGTON )  
COUNTY OF ) ss

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

GIVEN under my hand and official seal this 27 day of February, 1981.

M. A. Adise  
Notary Public in and for the State of Washington, residing at Compeville

SIGNED:

PROPERTY DESCRIPTION:

\_\_\_\_\_  
\_\_\_\_\_

STATE OF WASHINGTON )  
COUNTY OF ) ss

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

GIVEN under my hand and official seal this \_\_\_\_\_ day of \_\_\_\_\_, 1981.

PROPERTY DESCRIPTION:

Lot 44, Block 2, of Harbor  
lands, Division No. 1.  
As recorded in Volume  
9 of Plats; Page 51-

STATE OF WASHINGTON )  
COUNTY OF ) ss

On this day personally appeared before me Mark Jay Beason and  
Rebecca J. Beason, to me known to be the individual(s) described in  
and who executed the within and foregoing instrument, and acknowledged  
that they signed the same as their free and voluntary act and deed,  
for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 26th day of  
February, 1981.

John Barrett  
Notary Public in and for the State of  
Washington, residing at Freeland.

SIGNED:

PROPERTY DESCRIPTION:

STATE OF WASHINGTON )  
COUNTY OF ) ss

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

GIVEN under my hand and official seal this \_\_\_\_\_ day of  
\_\_\_\_\_, 1981.

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

SIGNED:

PROPERTY DESCRIPTION:

STATE OF WASHINGTON )  
COUNTY OF ) ss

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

GIVEN under my hand and official seal this \_\_\_\_\_ day of  
\_\_\_\_\_, 1981.



#20 011714 TYPE: EAS \$9.00  
BK 817 PG 2846 7/3/2000 11:10:08 AM  
ISLAND COUNTY AUDITOR  
DEPUTY: CS REQUESTED BY:  
WHIDBEY TELEPHONE COMPANY

Submitted for recording by:  
Whidbey Telephone Company  
14888 SR525  
Langley, Washington 98260

WTC #R22902-7080-00-01024

EXCISE TAX EXEMPT

JUN 30 2000

MAXINE R. SAUTER  
ISLAND COUNTY TREASURER

EASEMENT

THIS INDENTURE Made this 9TH day of APRIL, 1999, MICHAEL J. FEIT and LINDA M. FEIT, husband and wife, hereinafter, whether one or more, called "Grantor," and WHIDBEY TELEPHONE COMPANY, a corporation organized and existing under the laws of the State of Washington, hereinafter called "Grantee,"

WITNESSETH:

For good and valuable consideration, Grantor does hereby warrant unto Grantee, its successors and assigns, that Grantor is the owner of the following described real property and does hereby grant unto Grantee, its successors and assigns, the right to construct, reconstruct, maintain and operate communications cables, conduits and associated communications facilities and equipment under, across, above and/or upon the following described real property:

Lot 24, Block 1, Harbor Sands, according to the plat thereof recorded in volume 9 of Plats, page 51, records of Island County, Washington.

Assessor's Property Tax Parcel Account Number(s): S7080-00-01024 0

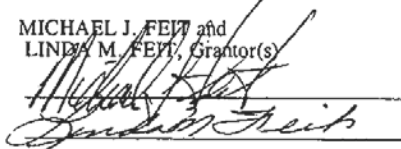
All situate in Island County, State of Washington; with full rights of access thereto over said lands and other lands of Grantor adjacent thereto for said purposes only.

Said communications cables and conduits shall be located as staked and agreed upon by both parties upon said real property, and/or as outlined above. All such communications cables, conduits and associated communications facilities and equipment placed under, across and/or upon the above described property shall remain the property of the Grantee, and at Grantee's option may be removed by it at any time.

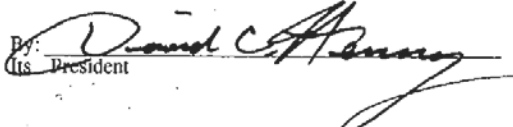
The rights herein granted to Grantee shall remain in force until such time as the Grantee, its successors and assigns, shall completely remove its communications cables, conduits and associated communications facilities and equipment from said land or shall otherwise permanently abandon same. Upon such removal or abandonment all rights hereby granted to Grantee shall terminate.

IN WITNESS WHEREOF, This instrument has been executed the day and year first above written.

MICHAEL J. FEIT and  
LINDA M. FEIT, Grantor(s)



WHIDBEY TELEPHONE COMPANY, Grantee

By:   
Its President

7-3-00

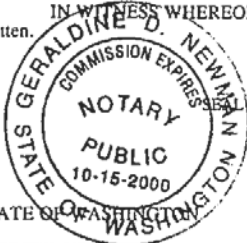
STATE OF WASHINGTON

COUNTY OF ISLAND )

) ss.

On this 9th day of April, 1999, before me personally appeared MICHAEL D. LINDA M. FAIT to me known to be the individual(s) described in and who executed the within and foregoing instrument, and acknowledged the said instrument to be LEGAL free and voluntary act and deed, for the uses and purposes therein mentioned.

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



Geraldine D. Newman  
Notary Public in and for the State of Washington,

residing at Langley

My appointment expires 10-15-2000

STATE OF WASHINGTON )

COUNTY OF \_\_\_\_\_ )

) ss.

On this \_\_\_\_\_ day of \_\_\_\_\_, 1999, before me personally appeared \_\_\_\_\_ to me known to be the individual(s) described in and who executed the within and foregoing instrument, and acknowledged the said instrument to be \_\_\_\_\_ free and voluntary act and deed, for the uses and purposes therein mentioned.

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

SEAL

Notary Public in and for the State of Washington,

residing at \_\_\_\_\_

My appointment expires \_\_\_\_\_

STATE OF WASHINGTON )

COUNTY OF \_\_\_\_\_ )

) ss.

On this \_\_\_\_\_ day of \_\_\_\_\_, 1999, before me personally appeared \_\_\_\_\_ to me known to be the individual(s) described in and who executed the within and foregoing instrument, and acknowledged the said instrument to be \_\_\_\_\_ free and voluntary act and deed, for the uses and purposes therein mentioned.

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

SEAL

Notary Public in and for the State of Washington,

residing at \_\_\_\_\_

My appointment expires \_\_\_\_\_

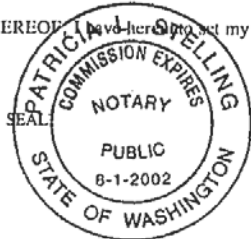
STATE OF WASHINGTON )

COUNTY OF ISLAND )

) ss.

On this 26th day of July, 1999, before me personally appeared David C. Henny, to me known to be the President of WHIDBEY TELEPHONE COMPANY, the corporation that executed the within and foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute said instrument and that the seal affixed is the corporate seal of said corporation.

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



Patricia L. Stelling  
Notary Public in and for the State of Washington,

residing at Langley

My appointment expires 8/1/2002

7-3-00