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PAGE 853
SEP 23 2 05 PM '82
Raymond Ammons

BYLAWS
FOR
WILDWOOD ACRES WATER ASSOCIATION DEPUTY

H.H. FERDIER, AUDITOR
ISLE COUNTY, WASH.

ARTICLE I

Registered Office

The registered office of the corporation in the State of Washington shall be located at such address as may be established by the Board of Directors from time to time, as it may deem necessary for the proper transaction of corporate business.

ARTICLE II

Purposes

Section 1. The corporation shall be conducted as a nonprofit, social and maintenance organization for the benefit of the members of this corporation.

Section 2. The purposes for which this corporation has been created may be altered, modified, enlarged or diminished by the vote of a majority of the members, at an annual meeting or at any special meeting duly called for that purpose.

ARTICLE III

Membership

Section 1. The membership of this corporation shall consist of and be limited to the incorporator and the owners and purchasers of property located within Wildwood View Acres

401040

P. O. Box 1001

Division No. 1. The privileges and facilities of the association may be extended to the spouse and the children of a member and may be extended to guests, under such rules and regulations as the Board of Directors may prescribe.

Section 2. Membership Rights. Each member/tract owner is entitled to use a reasonable amount of water associated with normal single family residential use. The usage of water shall be for domestic purposes only. Should a majority of the Board of Directors decide that a members use is excessive they can require that he purchase another membership and pay an additional annual dues. It is recognized at the time of the adoption of these ByLaws that owners of tracts located within said subdivision may in the future desire to subdivide those tracts into a number of residential lots. Should there be a division of any tract located within the above described subdivision, the water membership right then serving said tract shall remain with the parcel it is then serving and each additional newly formed parcel shall either provide its own water or acquire a membership in this corporate water system. In the event a tract is subdivided which has not previously been hooked up to the corporate water system, the owner/member-subdividor shall assign his existing water right to either or any tract he so desires and provide the newly created parcels with either their own water system or memberships in this corporate water system. Should a majority of the Board of Directors decide that additional hookups on these subdivided tracts would unduly burden the corporate water system they

may deny the new hookup.

Each member/tract owner is entitled to one domestic hookup and in the event an owner places an additional dwelling on his tract he would have to either provide the additional residence with its own water system or acquire an additional membership in this corporate water system.

Section 3. Membership rights shall be inseparably appurtenant to the tracts owned or being purchased by the members, and upon the transfer of ownership or the making of a contract for the sale of any such tract, the membership appurtenant thereto shall be deemed to be transferred to the contract purchasee or grantee, and said ownership is not subject to the approval of the Board of Directors, or of the other members of said association. No membership may be conveyed or transferred in any other way.

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

Section 4. No membership shall be forfeited nor any member be expelled, except members may be temporarily suspended and their voting rights temporarily suspended during the period within which they may be billed by the corporation for regular dues which have been for more than SIXTY (60) days due and unpaid.

Rev. B: ~~No member may withdraw except upon the transfer of title to, or upon contracting for the sale of, the tract to which~~

Rev. B

No member whose membership is transferred or withdrawn shall be entitled to share or participate in ownership of the corporation property or assets of the corporation. Any property owner may withdraw from membership in the water association by submitting written request to the Directors for withdrawal from the water association. At this time water service to the owners property will be permanently disconnected and costs incurred for the disconnection shall be borne by the property owner. Any future reinstatement of membership and re-connection to the water system will require payment to the water association by the property owner of any assessments issued by the water association since withdrawal plus a \$500.00 tap-on fee. All liens recorded against the property by the water association must be paid prior to re-connection to the system. Withdrawal of membership in the water association relieves the property owner of any debts, obligations, dues and/or assessments incurred by the water association after severance from the system occurs. Re-instatement of membership requires acceptance by the property owner of a proportionate share of the existing debts, obligations, dues and/or assessments of the water association.

Rev. B ~~his membership is appurtenant. No compensation shall be paid by the corporation upon any transfer of membership and no member whose membership is transferred shall be entitled to share or participate in any of the property or assets of the corporation.~~

ARTICLE IV

Meetings

Rev. A Section 1. Annual Meeting. The annual meeting of the members shall be held the last Saturday in March of each year (or on a different date within two months after if so provided in the notice of the annual meeting) in each year at the registered office of the corporation or at such other location as the Board may select for the purpose of electing directors and transacting such other business as may come before the meeting. If the day fixed for the annual meeting is a legal holiday at the place of the meeting, the meeting shall be held on the next succeeding business day. If the election of directors is not held on the day designated for the annual meeting of the members, or at any adjournment thereof, the election shall be held at a special meeting of the members called as soon thereafter as practicable.

Section 2. Special Meetings. The president or the board may call special meetings of the members for any purpose. At the request of the members having at least one third (1/3) of the votes entitled to be cast at a meeting of the membership, the president shall call a special meeting of the members.

Section 3. Place of Meeting. All meetings shall be held at the registered office of the corporation or at such other place within or without the State of Washington designated by the board or by a waiver of notice signed by all of the members entitled to vote at the meeting.

Section 4. Notice of Meeting. The president or board, when calling annual or special meetings of the members, shall cause to be delivered to each member entitled to vote at the meeting, either personally or by mail, not less than ten (10) nor more than fifty (50) days, before the meeting a written notice stating the place, day and hour of the meeting, and in the case of a special meeting, the purpose or purposes for which the meeting is called.

Section 5. Action by Members Without a Meeting. Any action required or permitted to be taken at a members' meeting may be taken without a meeting if a written consent setting forth the action so taken is signed by all members entitled to vote with respect to the subject matter thereof. Any such consent shall be inserted in the minute book as if it were the minutes of a membership meeting.

Section 6. Quorum. At any meeting of the membership of the corporation, those members present in person shall constitute a quorum. Each member so present shall be entitled to one vote.

Section 7. Proxies. At all membership meetings a member may vote by proxy executed in writing by the member or by his

attorney in fact. Such proxy shall be filed with the Secretary of the corporation before or at the time of the meeting. Unless otherwise provided in the proxy, a proxy shall be invalid after 11 months from the date of its execution.

Section 8. Voting. Each member shall be entitled to cast one vote for each tract owned. The vote for any membership owned by a marital community may be cast by either spouse without presentation of authority from the other. The ownership of two or more tracts shall entitle the owner to two or more votes.

Section 9. Cumulative Voting. Each member entitled to vote at an election of directors may vote in person or by proxy his vote; as many votes as tracts owned by him for as many persons as there are directors to be elected and for whose election he has a right to vote. No cumulative voting shall be allowed however.

ARTICLE V

Board of Directors

Section 1. General Powers. The business and affairs of the corporation shall be managed by the Board.

Section 2. Number, Tenure and Qualifications. The Board shall be composed of three directors, provided, however, that the number of directors may be changed from time to time to any number not less than three by an amendment to these ByLaws, but no decrease shall have the effect of shortening Rev. A the term of any incumbent director. Directors shall be

elected for a three year term, with one director being elected at each annual meeting, and serving until his successor shall have been elected and qualified unless he resigns or is removed. Directors must be members of the corporation. In the event a director, other than the incorporator, can no longer qualify as a member, he shall thereupon also automatically cease to be a director and his office shall become vacant without the necessity of any act by the Board.

Section 3. Regular Meetings. A regular Board meeting shall be held without notice immediately after and at the same place as the annual meeting of the membership. By resolution, the Board may provide the time and place either within or without the State of Washington for holding additional regular meetings without other notice than such resolution.

Section 4. Special Meetings. Special Board meetings may be called by or at the request of the President or any two directors. The person or persons authorized to call special meetings may fix any place either within or without the State of Washington as the place for holding any special Board meeting called by them.

Section 5. Notice. Written notice of each special Board meeting shall be delivered personally, telegraphed or mailed to each director at his business address at least two days before the meeting. If such notice is mailed, it shall be deemed to be delivered when deposited in the United States mail properly addressed, with postage prepaid. If the notice is telegraphed, it shall be deemed to be delivered when

the content of the telegram is delivered to the telegraph company. The attendance of a director at a meeting shall constitute a waiver of notice of such meeting, except where a director attends a meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened. Neither the business to be transacted at, nor the purpose of, any regular or special meeting of the Board need be specified in the notice or waiver of notice of such meeting.

Section 6. Quorum. A majority of the directors shall constitute a quorum for the transaction of business at any Board meeting, but, if less than such majority be present at a meeting, a majority of the directors present may adjourn the meeting from time to time without further notice.

Section 7. Manner of Acting. The act of the majority of the directors present at a meeting at which a quorum is present shall be the act of the Board.

Section 8. Vacancies. Any vacancy occurring on the Board may be filled by the affirmative vote of a majority of the remaining directors though less than a quorum of the Board. A director elected to fill a vacancy shall be elected for the unexpired term of his predecessor in office. Any directorship to be filled by election by reason of an increase in the number of directors shall be filled by election at an annual meeting or at a special membership meeting called for that purpose.

Section 9. Removal. At a meeting of the membership called expressly for that purpose, one or more members of the

Board (including the entire Board) may be removed, with or without cause, by a vote of the members then entitled to vote on election of directors. If cumulative voting is allowed and less than the entire Board is to be removed, no one of the directors may be removed if the votes cast against his removal would be sufficient to elect him if then cumulatively voted at an election of the entire Board.

Rev. A Section 10. Compensation. Directors shall not be paid either salary or expenses for attendance at Board meetings or for performing required functions of their office.

Section 11. Presumption of Assent. A director of the corporation present at a Board meeting at which action on any corporate matter is taken shall be presumed to have assented to the action taken unless his dissent is entered in the minutes of the meeting or unless he files his written dissent to such action with the person acting as the secretary of the meeting before the adjournment thereof or unless he forwards such dissent by registered mail to the Secretary of the corporation immediately after the adjournment of the meeting. A director who voted in favor of such action may not dissent.

Section 12. Action by Directors Without a Meeting. Any action required or permitted to be taken at a meeting of the Board may be taken without a meeting if a written consent

setting for the action to be taken is signed by each of the directors. Any such written consent shall be inserted in the minute book as if it were the minutes of a Board meeting.

Section 13. Election of Officers. At the meeting of the Board immediately following the annual membership meeting, the Board shall elect the officers of the corporation. All such officers must be members of the corporation. The President of the corporation shall be the Chairman of the Board of Directors.

ARTICLE VI

Officers

Section 1. Number. The Officers of the corporation shall be a President, one or more Vice Presidents, a Secretary/Treasurer, each of whom shall be elected by the Board. Such other officers and assistant officers as may be deemed necessary may be elected or appointed by the Board. Any two or more offices may be held by the same person, except the offices of President and Secretary.

Section 2. Election and Term of Office. The Officers of the corporation shall be elected annually by the Board at the Board meeting held after the annual meeting of the membership. If the election of officers is not held at such meeting, such election shall be held as soon thereafter as a Board meeting conveniently may be held. Each officer shall hold office until the next annual meeting and until his successor shall have been elected and qualified unless he resigns or is removed.

Section 3. Removal. Any officer or agent elected or

or appointed by the Board may be removed by the Board whenever in its judgment the best interests of the corporation would be served thereby, but such removal shall be without prejudice to the contract rights, if any, of the person so removed.

Section 4. Vacancies. A vacancy in any office because of death, resignation, removal, disqualification or otherwise, may be filled by the Board for the unexpired portion of the term.

Section 5. President. The President shall be the principal executive officer of the corporation and, subject to the Board's control, shall supervise and control all of the business and affairs of the corporation. When present, he shall preside over all membership meetings and over all Board meetings. With the Secretary or other officer of the corporation authorized by the Board, he may sign certificates for membership in the corporation, deeds, mortgages, bonds, contracts, or other instruments that the Board has authorized to be executed, except when the signing and execution thereof has been expressly delegated by the Board or by these Bylaws to some other officer or agent of the corporation or is required by law to be otherwise signed or executed by some other officer or in some other manner. In general, he shall perform all duties incident to the office of President and such other duties as may be prescribed by the Board from time to time.

Section 6. Vice President. In the absence of the President or in the event of his death, inability or refusal to act, the Vice President shall perform the duties of the President, and when so acting, shall have all the powers of and be subject to

all the restrictions upon the President. Vice Presidents shall perform such other duties as from time to time may be assigned to them by the President or by the Board.

Section 7. Secretary. The Secretary shall: (a) keep the minutes of membership and Board meetings in one or more books provided for that purpose; (b) see that all notices are duly given in accordance with the provisions of these Bylaws or as required by law; (c) be custodian of the corporate records and of the seal of the corporation and see that the seal of the corporation is affixed to all documents, the execution of which on behalf of the corporation under its seal is duly authorized; (d) keep a register of the post office address of each member as furnished to the Secretary by each member; (e) sign with the President, or a Vice President, certificates for membership in the corporation, the issuance of which has been authorized by the resolution of the Board; and (f) in general perform all duties incident to the office of Secretary and such other duties as from time to time may be assigned to him by the President or by the Board.

Section 8. Treasurer. If required by the Board, the Treasurer shall give a bond for the faithful discharge of his duties in such sum and with such surety or sureties as the Board shall determine. He shall have charge and custody of and be responsible for all funds and securities of the corporation; receive and give receipts for moneys due and payable to the corporation from any source whatsoever, and deposit all such moneys in the name of the corporation in such banks, trust

companies or other depositaries as shall be selected in accordance with the provisions of these Bylaws and in general perform all of the duties incident to the office of Treasurer and such other duties as from time to time may be assigned to him by the President or by the Board.

Rev. A Section 9. Salaries. Officers of the corporation will draw no salaries or compensation for performance of the duties required by their office.

Section 10. Other Officers. In addition to the foregoing officers, the Board of Directors, may from time to time, elect such other officers as they may see fit, with such duties as the Board may deem proper.

ARTICLE VII

Contracts, Loans, Checks and Deposits

Section 1. Contracts. The Board may authorize any officer or officers, agent or agents, to enter into any contract or execute and deliver any instrument in the name of and on behalf of the corporation and such authority may be general or confined to specific instances.

Section 2. Loans. No loans shall be contracted on behalf of the corporation and no evidences of indebtedness shall be issued in its name unless authorized by a resolution of the Board. Such authority may be general or confined to specific instances.

Section 3. Loans to Officers and Directors. No loans shall be made by the corporation to its officers or directors unless first approved by two-thirds of the members.

Section 4. Checks, Drafts, etc. All checks, drafts or

other orders for the payment of money, notes or other evidences of indebtedness issued in the name of the corporation, shall be signed by such officer or officers, agent or agents, of the corporation and in such manner as is from time to time determined by resolutions of the Board.

Section 5. Deposits. All funds of the corporation not otherwise employed shall be deposited from time to time to the credit of the corporation in such banks, trust companies or other depositories as the Board may select.

ARTICLE VIII

Fiscal Year

The fiscal year of the corporation shall begin on the first day of January and terminate on the last day of December of each year.

ARTICLE IX

Seal

The seal of this corporation shall consist of the name of the corporation, the state of its incorporation and the year of its incorporation.

ARTICLE X

Waiver of Notice

Whenever any notice is required to be given to any member or director of the corporation under the provisions of these Bylaws or under the provision of the Articles of Incorporation or under the provisions of the Washington Non-Profit Corporation Act, a waiver thereof in writing signed by the person or persons entitled to such notice, whether

before or after the time stated therein, shall be deemed equivalent to the giving of such notice.

ARTICLE XI

Indemnification

To the full extent permitted by the Washington Non-Profit Corporation Act the corporation shall indemnify any person who was or is a party or is threatened to be made a party to any civil, criminal, administrative or investigative action, suit or proceeding whether brought by or in the right of the corporation or otherwise by reason of the fact that he is or was a director or officer of the corporation, or is or was serving at the request of the corporation as a director or officer of another corporation, against expenses including attorney's fees, judgments, fines and amounts paid in settlement actually and reasonably incurred by him in connection with such action, suit or proceeding; and the Board of Directors may, at any time, approve indemnity under the Washington Non-profit Corporation Act. The indemnification provided by this section shall not be deemed exclusive of any other rights to which a person may be entitled as a matter of law or by contract.

ARTICLE XII

Hook Up Fee

Section 1. All tract owners at the time of incorporation who can produce a real estate contract or deed setting forth their right to hook up to the community well for a set fee shall pay that amount to the Water Association prior to hook up. All tract owners at the time of incorporation who have hooked up and cannot present evidence of having paid a hook

up fee, the amount of which is set forth in their real estate contract or deed, shall pay said amount to the Water Association. All tract owners who at the time of incorporation have not hooked up and whose deeds or real estate contracts do not set forth a hook up fee; or all tract owners who have hooked up and cannot present evidence of having paid a hook up fee and whose contracts or deeds do not set forth a hook up fee shall pay a \$500.00 hook up fee. In the event that a tract owner at the time of incorporation fails to pay a hook up fee and hook up his water prior to selling his property, or subdivides his property, the purchasers of the lot or subdivided lots shall pay a hook up fee in the amount of \$500.00.

Section 2. Water Connection. No member or their parties shall tap into the corporation's water system without the prior written approval of the Board of Directors, or their designated agent, and said installation must be made in accordance with the terms and conditions as established by the Board of Directors or their designated agent to insure a satisfactory water connection.

Section 3. Additional Water Rights. Members of the corporation shall have the opportunity to purchase additional water rights from the corporation and the hook up fee for such additional water right shall be \$500.00. Each such member desiring to purchase additional water rights shall submit his request therefor to the Board of Directors which shall approve the same, unless good cause is shown for disapproval of the additional water right.

ARTICLE XIII

Dues, Assessments

Section 1. Payment of Dues. For the purposes of financing the activities of the corporation, it is hereby declared that all members of the water association shall be charged an amount of dues as follows:

(a) Each member shall pay an annual dues of \$30.00 per year regardless of whether the member uses water. Payment shall be made on the first of each and every year in advance.

(b) In addition to the above mentioned dues, there shall be additional dues of \$7.50 per month for each member using water from the water distribution system of the corporation, which \$7.50 per month charge will be charged for each water connection in use. These amounts will be paid semi-annually in advance on January 1 and July 1 of each and every year.

(c) Within one month from the due date of the annual dues, and the semi-annual users dues, the treasurer shall cause a statement to be mailed to each member at his address of record with the secretary. Any dues not paid within 30 days after the due date, shall thereafter be delinquent with interest at the rate of 12% per annum. Upon becoming delinquent such dues shall constitute a lien upon the tract or tracts against which they have been levied, and the corporation may file within 140 days after said delinquency a statement of said charges and a lien in the proper offices of Island County, Washington. A release of said lien shall be filed by the corporation upon payment in full of said dues with

shall be born by the association members on a per lot basis. In addition to the annual dues per lot and the monthly users dues authorized above, the Board of Directors, subject to the approval of a quorum of the association members at the annual meeting, may issue a special assessment per lot to defray the cost of capital improvements to the water system. The due date of which shall be established by the Board of Directors. Any special assessment for capital improvements not paid to the association within sixty (60) days from the due date shall be delinquent and shall bear interest from the due date at the rate of 12% per annum. Delinquent assessments shall be subject to lien and lien release as required in Article XIII, Section 1 (c) above and discontinuation of services to the property after sixty (60) days have elapsed from the due date.

Rev. B

ARTICLE XIV

Amendments

Section 1. General Amendments. These Bylaws may be amended by the Board of Directors at any regular meeting or at any special meeting properly called for that purpose, by the affirmative vote of a majority of the members present at the annual meeting.

Rev. A

shall be born by the association members on a per lot basis. In addition to the annual dues per lot and the monthly users dues authorized above, the Board of Directors, subject to the approval of a quorum of the association members at the annual meeting, may issue a special assessment per lot to defray the cost of capital improvements to the water system. The due date of which shall be established by the Board of Directors. Any special assessment for capital improvements not paid to the association within sixty (60) days from the due date shall be delinquent and shall bear interest from the due date at the rate of 12% per annum. Delinquent assessments shall be subject to lien and lien release as required in Article XIII, Section 1 (c) above and discontinuation of services to the property after sixty (60) days have elapsed from the due date.

Rev. B

ARTICLE XIV

Amendments

Section 1. General Amendments. These Bylaws may be amended by the Board of Directors at any regular meeting or at any special meeting properly called for that purpose, by the affirmative vote of a majority of the members present at the annual meeting.

Rev. A

Section 2. Qualifications or Pay. The Board of Directors shall not make or repeal such Bylaws fixing their qualifications or pay without the consent of the majority of the members present at any annual or special meeting properly called for that purpose.

Section 3. Annual Dues. The Board of Directors shall not increase the annual dues without the consent of the majority of the members at any annual meeting or special meeting properly called for that purpose.

The within and foregoing Bylaws of WILDWOOD ACRES WATER SYSTEM were duly adopted by the Directors of the corporation on the 15 day of March, 19~~79~~⁸¹.

Albert E. Leonard
CHAIRMAN

Attested To:

Raymond J. Ammons
SECRETARY

STATE of WASHINGTON



SECRETARY of STATE

I, **RALPH MUNRO**, Secretary of State of the State of Washington and custodian of its seal, hereby issue this

CERTIFICATE OF INCORPORATION

to

WILDWOOD ACRES WATER ASSOCIATION

a Washington Non Profit corporation. Articles of Incorporation were filed for record in this office on the date indicated below.

UBI Number: 601 906 231

Date: October 05, 1998



Given under my hand and the Seal of the State of Washington at Olympia, the State Capital

A handwritten signature in black ink, appearing to read "Ralph Munro".

Ralph Munro, Secretary of State
2-589348-8

UBI 601 906 231

Corport Accord

22891170

dissoled



STATE OF WASHINGTON SECRETARY OF STATE

Ralph Munro, Secretary of State

APPLICATION TO FORM A NONPROFIT CORPORATION

(Per Chapter 24.03 RCW)

FEE: \$30

- Please PRINT or TYPE in black ink
- Sign, date and return original and one copy to:

EXPEDITED (24-HOUR) SERVICE AVAILABLE - \$20 PER ENTITY
INCLUDE FEE AND WRITE "EXPEDITE" IN BOLD LETTERS
FILED ON OUTSIDE OF ENVELOPE

CORPORATIONS DIVISION
505 E. UNION • PO BOX 40234
OLYMPIA, WA 98504-0234

FOR OFFICE USE ONLY
STATE OF WASHINGTON

FILED: OCT 05 1998	UBI: 601 906 231
CORPORATION NUMBER: RALPH MUNRO	
SECRETARY OF STATE	

- Be sure to include filing fee. Checks should be made payable to "Secretary of State"

IMPORTANT! Person to contact about this filing <u>Judy Wiles</u>	Daytime Phone Number (with area code) <u>360 678-9104</u>
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ARTICLES OF INCORPORATION

NAME OF CORPORATION <u>Wildwood Acres Water Association</u>	(May contain designations such as "Association" "Services" or "Committee." May not contain a corporate designation such as "Corporation" "Incorporated" or "Limited" or the abbreviation "Corp." "Inc." "Co." or "Ltd.")
EFFECTIVE DATE OF INCORPORATION <input type="checkbox"/> Specific Date: _____ <input checked="" type="checkbox"/> Upon filing by the Secretary of State	(Specified effective date may be up to 30 days after receipt of the document by the Secretary of State)
TERM OF EXISTENCE <input checked="" type="checkbox"/> Perpetual <input type="checkbox"/> _____ Years (Please indicate number of years)	(Check one box only)
PURPOSE FOR WHICH THE NONPROFIT CORPORATION IS ORGANIZED: (If necessary, attach additional information) <u>social & maintenance organization for the benefit of members of this corporation</u>	
IN THE EVENT OF A VOLUNTARY DISSOLUTION, THE NET ASSETS WILL BE DISTRIBUTED AS FOLLOWS: (If necessary, attach additional information)	

NAME AND ADDRESS OF WASHINGTON STATE REGISTERED AGENT	
Name <u>Judy Wiles</u>	
Street Address (Required) <u>610 Ellwood Drive</u> City <u>Coupeville</u> State <u>WA</u> ZIP <u>98239</u>	
PO Box (Optional - Must be in same city as street address) <u>P.O. Box 297</u> ZIP (If different than street ZIP) _____	
I consent to serve as Registered Agent in the State of Washington for the above named corporation. I understand it will be my responsibility to accept Service of Process on behalf of the corporation; to forward mail to the corporation; and to immediately notify the Office of the Secretary of State if I resign or change the Registered Office Address.	
<u>Judy Wiles</u> Signature of Agent	<u>Judy Wiles</u> July 1998 Printed Name Date

NAMES AND ADDRESSES OF EACH INITIAL BOARD DIRECTOR (If necessary, attach additional names and addresses)	
Name <u>John C. Comer, President</u>	
Address <u>570 Ellwood Drive</u> City <u>Coupeville</u> State <u>WA</u> ZIP <u>98239</u>	

NAMES AND ADDRESSES OF EACH INCORPORATOR (If necessary, attach names, addresses and signatures for each additional incorporator)	
Name <u>Same as director</u>	
Address _____ City _____ State _____ ZIP _____	

SIGNATURE OF INCORPORATOR	
This document is hereby executed under penalties of perjury, and is, to the best of my knowledge, true and correct.	
<u>John C. Comer</u> Signature of Incorporator	<u>John C. Comer President</u> July 1998 Printed Name Title Date

FOR OFFICE USE ONLY

FOR OFFICE USE ONLY

FOR OFFICE USE ONLY

Val: 10/05/1998 - 160589
\$30.00 on 10/05/1998
Check - 09/01/1998 - 502

- 1. LIST OF PROPERTY OWNERS**
- 2. ORIGINAL ARTICLES OF INCORPORATION**
May 16, 1979
- 3. REFILED ARTICLES OF INCORPORATION**
October 5, 1998
- 4. BY-LAWS**
- 5. DECLARATION OF COVENENTS**
- 6. WATER SYSTEM AGREEMENT**
- 7. PLAT MAP**

9

BEEN RECEIVED, RETURN TO:
Clarita E. Ellison
P. O. Box 104
Freeland, Wa. 98249

385094

6.00

FILED - RECORDED
VOL. _____
INDEXED _____
Richard H. Smith
JUN 19 3 29 PM '81

WATER SYSTEM AGREEMENT

H.H. THOMAS, AUDITOR
ISLAND COUNTY, WASH.
DEPUTY

THIS AGREEMENT made by and between CLARITA E. ELLISON,
a widow, hereinafter referred to as "Ellison," and the Wildwood
View Acres Water Association, a non-profit Washington corporation,
hereinafter referred to as the "Association."

WITNESSETH:

As a full and complete resolution and settlement of
all claims against Clarita E. Ellison, the estate of Kermit
Ellison, and anyone claiming by or through said estate, con-
cerning the development of the Wildwood View Acres water system,
both Ellison and the Association agree as follows:

Ellison agrees to pay to the Association the sum of
Three Thousand Dollars (\$3,000.00) within twenty (20) days of the
signing of this document by both parties. This payment is con-
tingent upon the receipt of a payment to Ellison from Mr. Al
Leonard of a similar amount of Three Thousand Dollars (\$3,000.00)
lump sum. Said payment is to be applied by Ellison to the out-
standing contract balance owed by Mr. Leonard on a real estate
purchase contract for Lots 13 and 14 in the plat of Wildwood View
Acres. Upon receipt of said payment from Mr. Leonard, Ellison
agrees to execute and provide a Partial Warranty Fulfillment Deed
conveying full legal title to Lot 14 of the plat of Wildwood View
Acres, Division No. 1 to Albert K. and Edith A. Leonard.

7-10-81

380686

[Handwritten mark]

FILED
MAR 13 1981

DECLARATION OF COVENANTS OF THE OWNERS OF LOTS
LOCATED WITHIN THE RESIDENTIAL SUBDIVISION KNOWN AS
WILDWOOD VIEW ACRES DIVISION NO. 1
GREENBANK, ISLAND COUNTY, WASHINGTON

380686

The undersigned, being all of the owners of lots located within WILDWOOD VIEW ACRES, DIVISION NO. 1, Island County, Washington, agree on behalf of ourselves, our heirs, successors and assigns to the following covenants which will be applicable to all the tracts in said residential subdivision.

1. The covenants herein contained shall apply to all the tracts in the above described long plat for the purpose of creating an improved rural area.

2. All tracts shall be subject to the Articles of Incorporation and Bylaws of WILDWOOD VIEW ACRES WATER ASSOCIATION, a non-profit corporation of the State of Washington.

3. General Provisions.

a. The servitudes herein contained shall in all cases constitute covenants running with the land as provided by law and shall be binding upon the owners of record as well as all persons, firms or corporation obtaining title or interest of any kind in and to the property contained in the above described short plat.

b. These covenants 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 for successive periods of ten (10) years unless an instrument signed by the majority of the then owners of the plated tracts has been recorded within 90 days of the expiration date of the first ten (10) years agreeing to change such covenants in a whole or in part.

OWNERS
[Signature]
[Signature]

OWNERS
[Signature]
[Signature]

PO 207
3-18-81

3-18-81

The Association agrees to hold harmless Ellison, the estate of Kermit Ellison, and anyone taking by or under that estate from all other claims concerning the development of Wildwood View Acres Water Association as related to the water supply system, well, and associated buildings and real estate. This extends to present owners and subsequent purchasers of Wildwood View Acres property whether or not those owners or purchasers are, in fact, members of the Association.

The Association agrees that the dues, assessments, and hook-up fees assessed against lots owned by Ellison or James Ellison shall be the same as those charged all other lot owners in the plat of Wildwood View Acres, Division No. 1

The parties hereto agree that this is a full and final settlement of all claims arising out of the installation and maintenance of the water system in the plat of Wildwood View Acres, and that this Agreement is intended to settle forever any such said claims of whatever nature.

DATED this 23rd day of June, 1981.

Clarita B. Ellison
CLARITA B. ELLISON, a widow

STATE OF WASHINGTON)
County of Island) ss

On this day personally appeared before me, a Notary Public, CLARITA B. ELLISON, to me known to be the individual described herein and who stated that she executed this instrument as her free and voluntary act for the purposes therein.

WITNESS my hand and official seal this 23rd day of June, 1981.

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

Tract Owned

9A

OWNERS

Carl F. Whit

Edith M. Whit

Tract Owned

2

OWNERS

Donald & Christy Peterson

Tract Owned 10B

Tract Owned

15, 13, 14

OWNERS

Walter & Lorraine

Edith & Lorraine

Tract Owned

OWNERS

Henry W. Sherry

Susan Sherry

Tract Owned

#17

Tract Owned

LOT 22 & LOT 23

OWNERS

Joy M. Cisneros

Tract Owned

Lot 21-1(A)

OWNERS

James D. Muir

Tract 16 (Ag, no B Muir)

Tract Owned

Tract 16

OWNERS

Pat E. Long

Steve E. Long

Tract Owned

6A

OWNERS

William F. Bickel

Paul B. Bickel

Tract Owned

#18

DATED this 23 day of June, 1981.

Albert K. Leonard
President - Chairman of the Board
Wildwood View Acres Water Association

STATE OF WASHINGTON)
County of Island)cs

On this day before me, a duly commissioned and sworn Notary Public, personally appeared Albert K. Leonard to me known to be the President of Wildwood View Acres Water Association, the corporation that executed the foregoing instrument, and acknowledged that he had been specifically empowered and had the authority to execute the said instrument, and that the said instrument is the free and voluntary act and deed of said corporation for the uses and purposes therein mentioned.

June, 1981. WITNES my hand and official seal this 23 day of

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

In addition, Ellison agrees to deed to the Association a parcel of land containing the existing well site in the Wildwood View Acres plat, said parcel to measure 60 feet by 60 feet. The exact boundaries of which will be decided upon by the parties hereto subsequent to the signing of this Agreement, taking into consideration the proper operation of the existing water and well system and the integrity of Ellison's Lot 21 in said plat. Said deed to be executed and recorded within twenty (20) days of the signing of this Agreement.

Ellison agrees to convey to the Association by deed any interest she may have in the current well site, well and water distribution system installed in the plat of Wildwood View Acres, Division No. 1.

Ellison agrees that the two lots currently owned by her in said plat as well as the one lot owned by her son, James Ellison, will from the date of this Agreement forward be governed by the rules, regulations, bylaws, and articles of the Wildwood View Acres Water Association. This Agreement to run with the land and be binding upon subsequent owners. The Association agrees that any assessments, maintenance costs, dues, or other expenses which are assessed against the lots owned by Ellison and her son, James Ellison, need not be paid at the time of assessment but need only be paid at such time as the lots are conveyed at sale to a subsequent purchaser, or at such time as Ellison or her son desire to have said lots hooked up to the community water system. At that time those costs which have accrued regarding each of those lots will be paid either out of escrow or by other means acceptable to both parties.

7-10-81