

BOOK 85 PAGE 369

The undersigned, being the owner of premises described below, which premises are served by the Shelton Water Supply System, declares and states that (he) (she) (they) has/have determined to bring such premises within the scheme of a certain Declaration of Protective Covenants, Conditions and Restrictions and to obtain all the benefits provided for in such Declaration and to submit the premises to said Declaration.

ALL THAT TRACT OF PARCEL OF LAND DESCRIBED AS:

SEE EXHIBIT "A"

I HEREBY CERTIFY THAT THE WITHIN

INSTRUMENT OF WRITING FILED BY \_\_\_\_\_

JAN C. MELPINSKI

OF SILVERSON, WA.

AT 3:30 P. M. DEC 9 1985

WAS FILED 85

—OLD 369

**RECOMMENDATIONS** 

\_\_\_\_\_ Johnson

11/11/58 11:58 AM

IN WITNESS WHEREOF, PATRICK J. KELLEN and JOAN F. KELLEN,  
husband and wife,  
 has/have caused these presents to be signed this 6 day of  
May, 1985.

Patrick J. Kellen

Jean T. Keller

SUBSCRIBED AND SWORN to before me this 6 day of May, 1985.

Notary Public in and for the  
State of Washington, residing  
at \_\_\_\_\_  
MY COMMISSION EXPIRES \_\_\_\_\_

NAVY COMMISSION  
MAY 28, 1984 1138

Electricity	\$
Gas	\$
Water	\$
Land	
Building	

EXHIBIT "A"

PARCEL I

That portion of the Southwest Quarter of the Southeast Quarter (SW $\frac{1}{4}$  SE $\frac{1}{4}$ ) of Section 23, Township 4 North, Range 7 E. W. M., described as follows:

Beginning at the northeast corner of Blaisdell Tracts according to the official plat thereof on file and of record in the office of the Auditor of Skamania County, Washington; thence easterly parallel to the south line of the said Section 23 to intersection with the westerly line of the county road known and designated as the Wind River Highway; thence north 08° 15' east along the westerly line of said highway to a point 250 feet south 08° 15' west as measured along the westerly line of said highway, from the north line of the SW $\frac{1}{4}$  of the SE $\frac{1}{4}$  of the said Section 23; thence west 380 feet; thence north to intersection with the north line of the SW $\frac{1}{4}$  of the SE $\frac{1}{4}$  of the said Section 23; thence west along the north line of the SW $\frac{1}{4}$  of the SE $\frac{1}{4}$  of the said Section 23 to the easterly line of that certain county road formerly designated as the Wind River Road; thence southerly along the easterly line of the said county road to the point of beginning.

PARCEL II

A tract of land located in Section 23, Township 4 North, Range 7 E. W. M., described as follows:

Beginning at the northwest corner of Lot 10 of Blaisdell Tracts according to the official plat thereof on file and of record at page 83 of Book A of Plats, Records of Skamania County, Washington; thence west to the center of the channel of Wind River; thence following the center of the channel of Wind River northwesterly a distance of 55 feet; thence north 57° 24' east to the west line of an existing road shown on the plat aforesaid; thence south 57° 24' east along the west line of said road to the northeast corner of Lot 10 aforesaid; thence west 140 feet along said north line to the point of beginning.

PARCEL III

Lot 10 of BLAISDELL TRACTS according to the official plat thereof on file and of record at page 83 of Book A of Plats, Records of Skamania County, Washington;

TOGETHER WITH all water rights appurtenant to the above described real property.

CONSENT TO DECLARATION OF PROTECTIVE  
COVENANTS, CONDITIONS AND RESTRICTIONS

The undersigned, being the owner of premises described below, which premises are served by the Shelton Water Supply System, declares and states that (he) (she) (they) has/have determined to bring such premises within the scheme of a certain Declaration of Protective Covenants, Conditions and Restrictions and to obtain all the benefits provided for in such Declaration and to submit the premises to said Declaration.

ALL THAT TRACT OF PARCEL OF LAND DESCRIBED AS:

SEE EXHIBIT "B"

IN WITNESS WHEREOF, RICHARD V. DURDLE and ANNA LORAYNE DURDLE,  
husband and wife,  
has/have caused these presents to be signed this 10<sup>th</sup> day of  
April, 1985.

Richard V. Durdle

Lorayne Durdle

SUBSCRIBED AND SWORN to before me this 10<sup>th</sup> day of  
April, 1985.

Juan L. Blaisdell  
Notary Public in and for the  
State of Washington, residing  
at Carson.

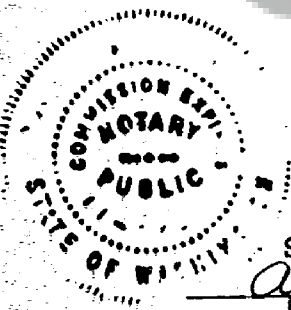


EXHIBIT "B"

PARCEL I

Beginning at the northeast corner of Lot 10 of Blaisdell Tracts according to the official plat thereof on file and of record in the office of the Auditor of Skamania County, Washington; thence east along the north line of the said Lot 10 extended a distance of 362 feet; thence south 208 feet; thence west to intersection with the east line of Lot 7 of the said Blaisdell Tracts; thence northwesterly along the east line of the said Blaisdell Tracts to the point of beginning; EXCEPT a 40 foot road over and across the said tract.

**CONSENT TO DECLARATION OF PROTECTIVE  
COVENANTS, CONDITIONS AND RESTRICTIONS**

The undersigned, being the owner of premises described below, which premises are served by the Shelton Water Supply System, declares and states that (he) (she) (they) has/have determined to bring such premises within the scheme of a certain Declaration of Protective Covenants, Conditions and Restrictions and to obtain all the benefits provided for in such Declaration and to submit the premises to said Declaration.

ALL THAT TRACT OF PARCEL OF LAND DESCRIBED AS:

SEE EXHIBIT "C"

IN WITNESS WHEREOF, JOHN HEBERT

has/have caused these presents to be signed this 9th day of April, 1985.

John H. Hebert

Margaret M. Hebert



SUBSCRIBED AND SWORN to before me this 9th day of April, 1985.

Jan L. Riefkind  
Notary Public in and for the  
State of Washington, residing  
at Stevenson.

EXHIBIT "C"

PARCEL I

Beginning at a point 362 feet east from the NE corner of Lot 10 of the Blaisdell Tracts as same appear on the official plat thereof in the office of the Auditor for Skamania County, Washington; thence from said starting point running east 208 feet, thence south 208 feet, thence west 208 feet, thence north 208 feet to point of beginning, and being in section 23, T. 4 N. R. 7 E. W. M.



**CONSENT TO DECLARATION OF PROTECTIVE  
COVENANTS, CONDITIONS AND RESTRICTIONS**

The undersigned, being the owner of premises described below, which premises are served by the Shelton Water Supply System, declares and states that (he) (she) (they) has/have determined to bring such premises within the scheme of a certain Declaration of Protective Covenants, Conditions and Restrictions and to obtain all the benefits provided for in such Declaration and to submit the premises to said Declaration.

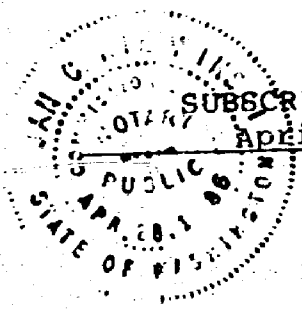
ALL THAT TRACT OF PARCEL OF LAND DESCRIBED AS:

SEE EXHIBIT "D"

IN WITNESS WHEREOF, GEORGE S. NORMAN and MARY M. NORMAN,  
husband and wife  
has/have caused these presents to be signed this 9th day of  
April, 1985.

George S. Norman

Mary M. Norman



SUBSCRIBED AND SWORN to before me this 9th day of  
April, 1985.

Jan P. Kiefner  
Notary Public in and for the  
State of Washington, residing  
at Stevenson.

EXHIBIT "D"

PARCEL I

Lot 6 of BLAISDELL TRACTS according to the official plat thereof on file and of record in the office of the Auditor of Skamania County, Washington.

PARCEL II

Lot number 4 of Blaisdell Tracts as the same appears of record in the official plat book of Skamania County, Washington, in the office of the Auditor in and for said County.

PARCEL III

Lot number 5 of Blaisdell Tracts as the same appears of record in the official plat book in the office of the Auditor for Skamania County, Washington.



CONSENT TO DECLARATION OF PROTECTIVE  
COVENANTS, CONDITIONS AND RESTRICTIONS

The undersigned, being the owner of premises described below, which premises are served by the Shelton Water Supply System, declares and states that (he) (she) (they) has/have determined to bring such premises within the scheme of a certain Declaration of Protective Covenants, Conditions and Restrictions and to obtain all the benefits provided for in such Declaration and to submit the premises to said Declaration.

ALL THAT TRACT OF PARCEL OF LAND DESCRIBED AS:

SEE EXHIBIT "E"

IN WITNESS WHEREOF, WILLIAM E. POE and LILLIAN E. POE,  
husband and wife,  
has/have caused these presents to be signed this 21<sup>st</sup> day of  
August, 1985.

W. E. Poe

Lillian E. Poe

SUBSCRIBED AND SWORN to before me this 21 day of  
August, 1985.

W. E. Poe  
Notary Public in and for the  
State of Washington, residing  
at Corvallis, WA.

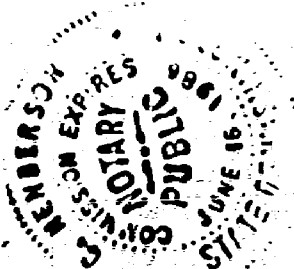


EXHIBIT "E"

PARCEL I

Lot 7 of BLAISDELL TRACTS according to the official plat thereof on file and of record in the office of the Auditor of Skamania County, Washington.

Unofficial  
Copy

**CONSENT TO DECLARATION OF PROTECTIVE  
COVENANTS, CONDITIONS AND RESTRICTIONS**

The undersigned, being the owner of premises described below, which premises are served by the Shelton Water Supply System, declares and states that (he) (she) (they) has/have determined to bring such premises within the scheme of a certain Declaration of Protective Covenants, Conditions and Restrictions and to obtain all the benefits provided for in such Declaration and to submit the premises to said Declaration.

ALL THAT TRACT OF PARCEL OF LAND DESCRIBED AS:

SEE EXHIBIT "F"

IN WITNESS WHEREOF, RAYMOND D. BLAISDELL and JOAN L.  
BLAISDELL, husband and wife,  
has/have caused these presents to be signed this 12th day of  
April, 1985.

*Raymond D. Blaisdell*

*Joan L. Blaisdell*

SUBSCRIBED AND SWORN to before me this 12th day of  
April, 1985.

*Joan Taylor*  
Notary Public in and for the  
State of Washington, residing  
at Stevenson

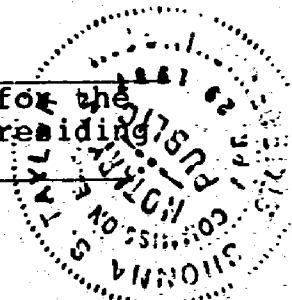


EXHIBIT "F"

PARCEL I

Beginning at the northeast corner of Lot 10 of BLAISDELL TRACTS according to the official plat thereof on file and of record in the office of the Auditor of Skamania County, Washington; thence east along the north line of said Lot 10 extended a distance of 362 feet; thence south 208 feet to the initial point of the tract herein described; thence south to intersection with the easterly line of the Blaisdell Road; thence southerly along the easterly line of the said Blaisdell Road to intersection with the south line of the Southwest Quarter of the Southeast Quarter (SW $\frac{1}{4}$  SE $\frac{1}{4}$ ) of Section 23, Township 4 North; Range 7 E. W. M.; thence easterly along the said south line to the westerly line of the Wind-River Highway; thence northerly along the westerly line of the said highway to a point directly east of the initial point; thence west to the initial point.

PARCEL II

A tract of land in the Southwest Quarter of the Southeast Quarter (SW $\frac{1}{4}$  SE $\frac{1}{4}$ ) of Section 23, Township 4 North, Range 7 E. W. M., described as follows:

Beginning at the northeast corner of Lot 10 of Blaisdell Tracts according to the official plat thereof on file and of record in the office of the Auditor of Skamania County, Washington, thence east 362 feet, thence south 208 feet to the initial point of the tract hereby described; thence south to intersection with the easterly line of the county road known and designated as Blaisdell Road; thence in a northwesterly direction along the easterly line of said Blaisdell Road to a point due west of the initial point; thence east to the initial point.

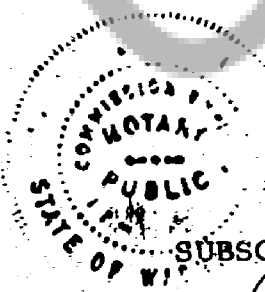
**CONSENT TO DECLARATION OF PROTECTIVE  
COVENANTS, CONDITIONS AND RESTRICTIONS**

The undersigned, being the owner of premises described below, which premises are served by the Shelton Water Supply System, declares and states that (he) (she) (they) has/have determined to bring such premises within the scheme of a certain Declaration of Protective Covenants, Conditions and Restrictions and to obtain all the benefits provided for in such Declaration and to submit the premises to said Declaration.

ALL THAT TRACT OF PARCEL OF LAND DESCRIBED AS:

SEE EXHIBIT "G"

IN WITNESS WHEREOF, PETER JOHN PALODICHUK and WANDA  
LEE PALODICHUK, husband and wife,  
has/have caused these presents to be signed this 10<sup>th</sup> day of  
April, 1985.



Peter J. Palodichuk

Wanda L. Palodichuk

SUBSCRIBED AND SWORN to before me this 10<sup>th</sup> day of  
April, 1985.

James L. Blaisdell  
Notary Public in and for the  
State of Washington, residing  
at Carson.

EXHIBIT "G"

PARCEL I

Beginning at the Southwest Corner of the Property of School District No. 30 in the Northwest Quarter of the Southeast Quarter of the Southeast Quarter of Section 23, Township 4 North, Range 7 East of the W.M., thence West 200 feet to the County Road; thence following the East boundary of said road Southerly 200 feet; thence East 200 feet; thence North 200 feet to the place of beginning; being in the Southwest Quarter of the Southeast Quarter of Section 23, Township 4 North, Range 7 East of the W.M., situated in the County of Skamania, State of Washington.



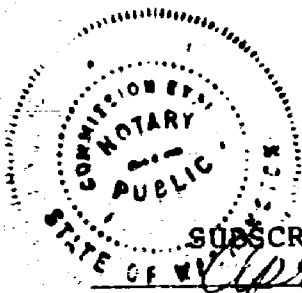
**CONSENT TO DECLARATION OF PROTECTIVE  
COVENANTS, CONDITIONS AND RESTRICTIONS**

The undersigned, being the owner of premises described below, which premises are served by the Shelton Water Supply System, declares and states that (he) (she) (they) has/have determined to bring such premises within the scheme of a certain Declaration of Protective Covenants, Conditions and Restrictions and to obtain all the benefits provided for in such Declaration and to submit the premises to said Declaration.

ALL THAT TRACT OF PARCEL OF LAND DESCRIBED AS:

SEE EXHIBIT "H"

IN WITNESS WHEREOF, JACK L. SHELTON and MILDRED L. SHELTON,  
husband and wife,  
has/have caused these presents to be signed this 10<sup>th</sup> day of  
April, 1985.



Jack L. Shelton  
Mildred L. Shelton

SUBSCRIBED AND SWORN to before me this 10<sup>th</sup> day of  
April, 1985.

James S. Blawie  
Notary Public in and for the  
State of Washington, residing  
at Carson.

EXHIBIT "H"

PARCEL I

The west half of the southeast quarter of the southeast quarter of section twenty-three (23) township four (4) north, range seven (7) east, W.M.

EXCEPT THEREFROM:

- (1) The South 33 feet; and
- (2) The South 233 feet of said west half of southeast quarter of southeast quarter of section 23, township 4 north, range 7 east, W.M., EXCEPT therefrom the south 33 feet thereof.

PARCEL II

Commencing at the southwest corner of the southeast quarter of the southeast quarter of section 23, township 4 north, range 7 east, W.M., thence north 625.2 feet, thence west 942 feet to the river commonly known as Wind River, thence in a southeasterly direction along the east bank of Wind River to a point which is 586 feet west of the point of beginning herein thence east to the point of beginning herein described, containing 10 acres, more or less.

EXCEPT THEREFROM all lands conveyed by the said grantor therefrom, from and after December 8, 1928, said date being the date of acquisition of said property herein described by grantor.

PARCEL III

Tax Lot Six (6) of section eleven (11), township two (2) north, range seven (7) east, W.M., containing 2.3 acres, more or less.

PARCEL IV

That portion of the Southwest Quarter of the Southeast Quarter (SW $\frac{1}{4}$  SE $\frac{1}{4}$ ) of Section 23, Township 4 North, Range 7 E. W. M., described as follows:

Beginning at the southeast corner of the SW $\frac{1}{4}$  of the SE $\frac{1}{4}$  of the said Section 23; thence north following the east line of the SW $\frac{1}{4}$  of the SE $\frac{1}{4}$  of the said Section 23 a distance of 79.3 feet; thence west parallel to the south line of the said Section 23 to intersection with the easterly right of way line of the Wind River Highway; thence in a southwesterly direction following the easterly line of the said highway to intersection with the south line of the said Section 23; thence east following the south line of the said Section 23 to the point of beginning;

EXCEPTING AND RESERVING to the grantors the right to use and occupy the dwelling house on said premises for the duration of each of their natural lives.

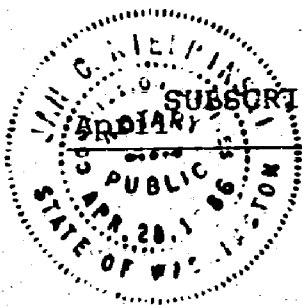
**CONSENT TO DECLARATION OF PROTECTIVE  
COVENANTS, CONDITIONS AND RESTRICTIONS**

The undersigned, being the owner of premises described below, which premises are served by the Shelton Water Supply System, declares and states that (he) (she) (they) has/have determined to bring such premises within the scheme of a certain Declaration of Protective Covenants, Conditions and Restrictions and to obtain all the benefits provided for in such Declaration and to submit the premises to said Declaration.

ALL THAT TRACT OF PARCEL OF LAND DESCRIBED AS:

SEE EXHIBIT "I"

IN WITNESS WHEREOF, JACK WILLIAM NORMAN AND MARY MARGARET NORMAN  
has/have caused these presents to be signed this 9th day of  
April, 1985.



SUBSCRIBED AND SWORN to before me this 9th day of  
April, 1985.

Mary Margaret Norman

Jan C. Kieperschlag  
Notary Public in and for the  
State of Washington, residing  
at Stevenson.

BOOK 85 PAGE 386

EXHIBIT "I"

PARCEL I

Lots 8 and 9 of Blaisdell Tracts according to the official plat thereof on file and of record at page 83 of Book A of Plats, Records of Skamania County, Washington.

**CONSENT TO DECLARATION OF PROTECTIVE  
COVENANTS, CONDITIONS AND RESTRICTIONS**

The undersigned, being the owner of premises described below, which premises are served by the Shelton Water Supply System, declares and states that (he) (she) (they) has/have determined to bring such premises within the scheme of a certain Declaration of Protective Covenants, Conditions and Restrictions and to obtain all the benefits provided for in such Declaration and to submit the premises to said Declaration.

ALL THAT TRACT OF PARCEL OF LAND DESCRIBED AS:

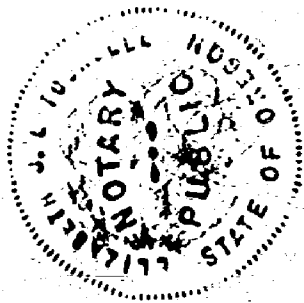
SEE EXHIBIT "I"

IN WITNESS WHEREOF, JACK WILLIAM NORMAN

has/have caused these presents to be signed this 4 day of October, 1985.

Jack W. Norman

SUBSCRIBED AND SWORN to before me this 4 day of October, 1985.



Elizabeth J. Latourrelle  
Notary Public in and for the  
State of ~~Washington~~ Idaho residing  
at 8343 N. Newman.

EXHIBIT "I"

PARCEL I

Lots 8 and 9 of Blaisdell Tracts according to the official plat thereof on file and of record at page 83 of Book A of Plats, Records of Skamania County, Washington.

Unofficial Copy



CONSENT TO DECLARATION OF PROTECTIVE  
COVENANTS, CONDITIONS AND RESTRICTIONS

The undersigned, being the owner of premises described below, which premises are served by the Shelton Water Supply System, declares and states that (he) (she) (they) has/have determined to bring such premises within the scheme of a certain Declaration of Protective Covenants, Conditions and Restrictions and to obtain all the benefits provided for in such Declaration and to submit the premises to said Declaration.

ALL THAT TRACT OF PARCEL OF LAND DESCRIBED AS:

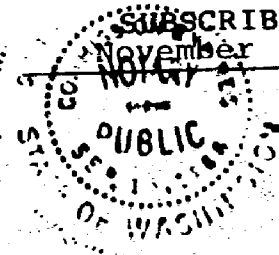
SEE EXHIBIT "J"

IN WITNESS WHEREOF, Lewis A. Johnson

has/have caused these presents to be signed this \_\_\_\_\_ day of  
November \_\_\_\_\_, 1985.

Lewis A. Johnson

SUBSCRIBED AND SWORN to before me this 24th day of  
November \_\_\_\_\_, 1985.



Paul H. Ferguson  
Notary Public in and for the  
State of Washington, residing  
at Stevenson.

EXHIBIT "J"

That portion of the Southwest Quarter of the Southeast Quarter (SW $\frac{1}{4}$  SE $\frac{1}{4}$ ) of Section 23, Township 4 North, Range 7 E. W. M., described as follows:

Beginning at the northeast corner of Blaisdell Tracts according to the official plat thereof on file and of record in the office of the Auditor of Skamania County, Washington; thence easterly parallel to the south line of the said Section 23 to intersection with the westerly line of the county road known and designated as the Wind River Highway; thence north 08° 15' east along the westerly line of said highway to a point 250 feet south 08° 15' west as measured along the westerly line of said highway, from the north line of the SW $\frac{1}{4}$  of the SE $\frac{1}{4}$  of the said Section 23; thence west 380 feet; thence north to intersection with the north line of the SW $\frac{1}{4}$  of the SE $\frac{1}{4}$  of the said Section 23; thence west along the north line of the SW $\frac{1}{4}$  of the SE $\frac{1}{4}$  of the said Section 23 to the easterly line of that certain county road formerly designated as the Wind River Road; thence southerly along the easterly line of the said county road to the point of beginning.

DECLARATION OF COVENANTS, RESTRICTIONS  
EASEMENTS, CHARGES AND LIENS

This Declaration is made December 9, 1985, 1985, between Jack Leonard Shelton and Mildred Lorraine Shelton, husband and wife, of Carson, County of Skamania, State of Washington, herein referred to as "Shelton", and the owners of the real property described in Article II herein.

WITNESSETH

WHEREAS, Shelton is the owner of a water system (hereinafter referred to as the "Shelton Water Supply Sytem") serving the real property described in Article II of this Declaration; and

WHEREAS, Shelton and the owners of the real property described in Article II desire to provide for the operation and maintenance of the Shelton Water Supply System and to this end desire to subject the real property described in Article II to the covenants, restrictions, easements, charges and liens hereinafter set forth, each and all of which is and are for the benefit of said property and each owner thereof; and

WHEREAS, Shelton and the owners of the real property described in Article II have deemed it desirable for the efficient operation and maintenance of the Shelton Water Supply System to create an Association to which should be delegated and assigned the powers of maintaining and operating the Shelton Water Supply System facilities and administering and enforcing the covenants and restrictions and collecting and disbursing the assessments and charges hereinafter created; and

WHEREAS, Shelton has incorporated the Shelton Water Supply System Association, Inc. under the Not-for-Profit Corporation Laws of the State of Washington, for the purposes of exercising the aforesaid functions;

NOW THEREFORE, Shelton and the owners of the real property described in Article II for themselves, their successors and assigns, declare that the real property described in Article II is subject to the covenants, restrictions, easements, charges and liens, (sometimes referred to as "covenants and restrictions"), hereinafter set forth.

ARTICLE I. DEFINITIONS

The following words when used in this Declaration or any Supplemental Declaration shall, unless the context otherwise prohibits, have the meanings set forth below:

- a) "Association" shall mean and refer to Shelton Water Supply System Association, Inc., a Washington Not-for-Profit Corporation.
- b) "Declaration" shall mean and refer to the Declaration of Covenants, Restrictions, Easements, Charges and Liens applicable to the Properties recorded with the Skamania County Auditor.
- c) "Home" shall mean and refer to a unit of residential housing situated upon The Properties.
- d) "Member" shall mean and refer to each holder of membership interests in the Association, as such interests are set forth in Article III hereof.
- e) "Owner" shall mean and refer to the record owner of (fee simple title to) any Home. Every Home Owner shall be treated for all purposes as a single owner for each Home held, irrespective of whether such ownership is community, joint, or common. Where such ownership is community, joint, or common, a majority vote of such owners shall be necessary to cast any vote to which owners are entitled.
- f) "The Properties" shall mean and refer to all such existing properties as are subject to this Declaration.
- g) "Shelton" shall mean and refer to Jack Leonard Shelton and Mildred Lorraine Shelton, husband and wife, and their successors and assigns, which are used for the purpose of supplying water to The Properties.
- h) "Shelton Water Supply System" shall mean and refer to the system of water works and pipelines owned by Jack Leonard Shelton and Mildred Lorraine Shelton, husband and wife, their successors or assigns, which are used for the purpose of supplying water to The Properties.

ARTICLE II. PROPERTY SUBJECT TO THIS DECLARATION

Section 1. Properties. The real property which is and shall be held, transferred, sold, conveyed and occupied subject to this Declaration is all those certain plots, pieces or parcels of land situate, lying and being in the County of Skamania, State of Washington, being more particularly described on Schedule A annexed hereto and made a part hereof.



ARTICLE III. MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

Section 1. Membership. The Association shall have one class of membership interest as follows:

The Owner of each Home on The Properties shall be a Member, whether such ownership is community, joint or in common. Each member is entitled to one vote for each Home in which the Member holds a membership interest. When more than one person or entity holds such interest in any Home, the one vote attributable to such Home shall be exercised as such persons mutually determine but, with the exception of cumulative voting employed in the election of Directors, no more than one vote may be cast with respect to any such Home. No Member shall split or divide its votes on any motion, resolution or ballot other than in the cumulative voting procedure employed in the election of Directors.

Section 2. Suspension of Membership. The rights of membership are subject to the payment of periodic assessments levied by the Board of Directors, the obligation of which assessments is imposed against each Member and becomes a lien upon the property of any Owner against which such assessments are made as provided for by Article VI of the Declaration. During any period in which a Member shall be in default in the payment of any assessment levied by the Association, the voting rights, if any, of such Member and the Member's right to the use of the Shelton Water Supply System may be suspended by the Board of Directors until such assessment has been paid. Such rights of a member may also be suspended, after notice and a hearing, for a period not to exceed thirty (30) days, for the violation of any rules and regulations established by the Board of Directors governing the use of the Shelton Water Supply System.

ARTICLE IV. PROPERTY RIGHTS IN THE SHELTON WATER SUPPLY SYSTEM

Section 1. Members' Easements of Enjoyment. Subject to the provisions of Section 3 of the Articles, every Member shall have a right and easement of enjoyment in and to the use of water from the Shelton Water Supply System and such easement shall be appurtenant to and shall pass with the title to every Home.

Section 2. Title to the Shelton Water Supply System. Shelton shall retain title to the Shelton Water Supply System and the surface water rights granted under Permit S-24605-P.

Section 3. Easement. Shelton and the Association Members do hereby establish and create for the benefit of the Association, and do hereby give, grant and convey to the Association the following easements, licenses, rights and privileges:

a) right-of-way for ingress and egress across all those Properties described in Article II hereof for all purposes necessary to operate and maintain the Shelton Water Supply System; and

b) the right to connect with and make use of pipes, conduits and drainage lines which may from time to time be on or along the Properties described in Article II and the rights to maintain and repair the same.

ARTICLE V. COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of a Lien and Personal Obligation. Owners hereby covenant, and each Owner of any Home by acceptance of a deed therefor, whether or not it shall be expressed in any such deed or other conveyance, shall be deemed to covenant and agree, to pay to the Association such assessments as are fixed by the Association's Board of Directors and assessed by the Association but unpaid, together with such interest thereon as is hereinafter provided, shall be a charge on the land and shall be a continuing lien upon the property owned by such Member against which each such assessment is made. Each such assessment, together with interest thereon and cost of collection thereof, as hereinafter provided, shall also be a personal obligation of the person who was the Owner of such property at the time when the assessment fell due.

Section 2. Purpose of the Assessment. The assessments levied by the Association shall be used exclusively for the purposes of operation and maintenance of the Shelton Water Supply System, including without limiting the foregoing, the payment of taxes and insurance thereon and repair, replacement, and additions thereto, and the cost of labor, equipment, materials, services, management and supervision thereof.

Section 3. Assessments. The Association's Board of Directors shall, from time to time, but at least annually, fix and determine the budget representing the sum or sums necessary and adequate for the continued operation of the Association and shall send a copy of the budget and any supplement to the budget to each Member prior to assessing the Members thereon. The Board shall determine the total amount required, including the operational items such as insurance, repairs, reserves, maintenance and other operating expenses, as well as charges to cover any deficits from prior years and capital improvements approved by the Board. The total annual requirements and any supplemental requirements shall be allocated between, assessed to and paid by the Members as follows:

Each Member shall pay a portion of said requirements, the numerator of which shall be one (1) and the denominator of which



shall be equal to the number of Homes on the Properties subject to this Declaration. The sum due the Association from each individual Home Owner shall constitute an assessment of the Board of Directors, and unpaid assessments shall constitute liens on the individual Homes, subject to foreclosure as hereinafter provided.

Section 4. Due Dates; Duties of the Board of Directors.  
All assessments shall be payable at such time as ordered by the Board of Directors. The Board of Directors of the Association shall fix the date of commencement and the amount of the assessment against each Home and shall prepare a roster of the Homes and assessments applicable thereto which shall be kept in the office of the Association and shall be open to inspection by any Member. Upon the written request of a Member or his mortgagee, the Board shall promptly furnish such Member or his mortgagee with a written statement of the unpaid charges due from such Member.

Section 5. Effect of Non-Payment of Assessment; The Personal Obligation of the Member; The Lien, Remedies of the Association. If an assessment is not paid on the date when due, as fixed by the Board of Directors, then such assessment shall become delinquent and shall, together with such interest thereon and cost of collection thereof as hereinafter provided, thereupon become a continuing lien on the Member's Home which shall bind such property in the hands of the Member, his heirs, devisees, personal representatives and assigns. Such lien shall be prior to all other liens except:

a) Tax or assessment liens on the Home by any governmental authority, including but not limited to State, County, Town and School District taxing agencies; and

b) All sums unpaid on any first mortgage of record encumbering the Home. The personal obligation of the Member who was the Owner of the Home when the assessment fell due to pay such assessment, however, shall remain his personal obligation for the statutory period and shall not pass to his successors in title unless expressly assumed by them.

If the assessment is not paid within thirty (30) days after the due date, the assessment shall bear interest from the due date at the maximum rate permitted in Washington and the Association may bring an action at law against the Member or former Member personally obligated to pay the same or to foreclose the lien against the property, and there shall be added to the amount of such assessment the costs of preparing and filing the complaint in such action; and in the event a judgment is obtained, such judgment shall include interest on the assessment as above provided and reasonable attorneys' fees to be fixed by the court together with the cost of the action.

ARTICLE VI. USE OF WATER

The use of the water supplied by the Shelton Water Supply System shall be limited to domestic usage and may not be used off the lands described in Article II.

ARTICLE VII. GENERAL PROVISIONS

Section 1. Beneficiaries of Easements, Rights and Privileges. The easements, licenses, rights and privileges established, created and granted by this Declaration shall be for the benefit of, and restricted solely to, the Association and the Owners and are not intended to nor shall they be construed as creating any rights in or for the benefit of the general public.

Section 2. Duration and Amendment. The covenants and restrictions of this Declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by the Association, any Member, or the Owner of any land subject to this Declaration, their respective legal representatives, heirs, successors and assigns, until 99 years from date of Declaration unless otherwise expressly limited herein, after which time said covenants and restrictions shall be automatically extended for successive periods of ten (10) years unless an instrument signed by eighty percent (80%) of the Home Owners has been recorded, agreeing to change said covenants and restrictions in whole or in part. Provided, however, that no such agreement to change shall be effective unless made and recorded three (3) years in advance of the effective date of such change, and unless written notice of the proposed agreement is sent to every Owner at least ninety (90) days in advance of any action taken. Notwithstanding the foregoing, the easements, licenses, rights and privileges established and created with respect to The Properties by Section 2 of Article V shall be perpetual, run with the land and shall survive any destruction, reconstruction and relocation of the physical structures, unless said provision is abrogated by the unanimous written consent of all the Home Owners. Unless specifically prohibited herein this Declaration may be amended by an instrument signed by Members holding not less than eighty per cent (80%) of the votes of the membership. Any amendment must be properly recorded to be effective.

Section 3. Disposition of Assets Upon Dissolution of Association. Upon dissolution of the Association, its real and personal property shall be dedicated to an appropriate public agency or utility to be devoted to purposes as nearly as practicable the same as those to which they were required to be devoted if refused acceptance, such assets shall be granted, conveyed and assigned to any non-profit corporation,

association, trust or other organization to be devoted to purposes as nearly as practicable the same as those to which they were required to be devoted by the Association. No such disposition of the Association properties shall be effective as to it under the licenses, covenants and easements of this Declaration, or under any subsequently recorded covenants and deeds applicable to the Properties, unless made in accordance with the provisions of this Declaration or said covenants and deeds.

Section 4. Notices. Any notice required to be sent to any Member or Owner under the provisions of this Declaration shall be deemed to have been properly sent when mailed, postpaid, to the last known address of the person who appears as Member or Owner on records of the Association at the time of such mailing.

Section 5. Administration. The administration of the Association shall be in accordance with the provisions of the Association By-Laws which are made a part of this Declaration and attached hereto as Exhibit "B".

Section 6. Severability. If any provision of these By-Laws is declared invalid by any tribunal, the remaining provisions shall not be affected thereby.

**SCHEDULE "A"**

**PARCEL I**

That portion of the Southwest Quarter of the Southeast Quarter (SW $\frac{1}{4}$  SE $\frac{1}{4}$ ) of Section 23, Township 4 North, Range 7 E. W. M., described as follows:

Beginning at the northeast corner of Blaisdell Tracts according to the official plat thereof on file and of record in the office of the Auditor of Skamania County, Washington; thence easterly parallel to the south line of the said Section 23 to intersection with the westerly line of the county road known and designated as the Wind River Highway; thence north 08° 15' east along the westerly line of said highway to a point 250 feet south 08° 15' west as measured along the westerly line of said highway, from the north line of the SW $\frac{1}{4}$  of the SE $\frac{1}{4}$  of the said Section 23; thence west 380 feet; thence north to intersection with the north line of the SW $\frac{1}{4}$  of the SE $\frac{1}{4}$  of the said Section 23; thence west along the north line of the SW $\frac{1}{4}$  of the SE $\frac{1}{4}$  of the said Section 23 to the easterly line of that certain county road formerly designated as the Wind River Road; thence southerly along the easterly line of the said county road to the point of beginning.

**PARCEL II**

A tract of land located in Section 23, Township 4 North, Range 7 E. W. M., described as follows:

Beginning at the northwest corner of Lot 10 of Blaisdell Tracts according to the official plat thereof on file and of record at page 83 of Book A of Plats, Records of Skamania County, Washington; thence west to the center of the channel of Wind River; thence following the center of the channel of Wind River northwesterly a distance of 55 feet; thence north 57° 24' east to the west line of an existing road shown on the plat aforesaid; thence south 57° 24' east along the west line of said road to the northeast corner of Lot 10 aforesaid; thence west 140 feet along said north line to the point of beginning.

**PARCEL III**

Lot 10 of BLAISDELL TRACTS according to the official plat thereof on file and of record at page 83 of Book A of Plats, Records of Skamania County, Washington;

TOGETHER WITH all water rights appurtenant to the above described real property.



**PARCEL IV**

Beginning at the northeast corner of Lot 10 of Blaisdell Tracts according to the official plat thereof on file and of record in the office of the Auditor of Skamania County, Washington; thence east along the north line of the said Lot 10 extended a distance of 362 feet; thence south 208 feet; thence west to intersection with the east line of Lot 7 of the said Blaisdell Tracts; thence northwesterly along the east line of the said Blaisdell Tracts to the point of beginning; EXCEPT a 40 foot road over and across the said tract.

**PARCEL V**

Beginning at a point 362 feet east from the NE corner of Lot 10 of the Blaisdell Tracts as same appear on the official plat thereof in the office of the Auditor for Skamania County, Washington; thence from said starting point running east 208 feet, thence south 208 feet, thence west 208 feet, thence north 208 feet to point of beginning, and being in section 23, T. 4 N. R. 7 E. W. M.

**PARCEL VI**

Lots 8 and 9 of Blaisdell Tracts according to the official plat thereof on file and of record at page 83 of Book A of Plats, Records of Skamania County, Washington.

**PARCEL VII**

Lot 6 of BLAISDELL TRACTS according to the official plat thereof on file and of record in the office of the Auditor of Skamania County, Washington.

**PARCEL VIII**

Lot number 4 of Blaisdell Tracts as the same appears of record in the official plat book of Skamania County, Washington, in the office of the Auditor in and for said County.

**PARCEL IX**

Lot number 5 of Blaisdell Tracts as the same appears of record in the official plat book in the office of the Auditor for Skamania County, Washington.

**PARCEL X**

Lot 7 of BLAISDELL TRACTS according to the official plat thereof on file and of record in the office of the Auditor of Skamania County, Washington.

A tract of land in the Southwest Quarter of the Southeast Quarter (SW $\frac{1}{4}$  SE $\frac{1}{4}$ ) of Section 23, Township 4 North, Range 7 E. W. M., described as follows:

Beginning at the northwest corner of Blaisdell tracts aforesaid; thence northerly along the center of Wind River to a point 310 feet north of the north line of Blaisdell Tracts, said point being the initial point of the tract hereby described; thence northerly along the center of Wind River to a point 360 feet north of the north line of Blaisdell Tracts; thence in an easterly direction to the westerly line of that certain county road formerly designated as the Wind River Road, said point being 400 feet north of the north line of Blaisdell Tracts; thence following the westerly line of said road southerly to a point 340 feet north of the north line of Blaisdell Tracts; thence in a southwesterly direction to the initial point;

EXCEPTING AND RESERVING, however, to HUGH H. BOLTON and BETH BOLTON, husband and wife, life estates and the right to use and occupy the above described real property for the duration of their natural lives.

#### PARCEL XI

Beginning at the northeast corner of Lot 10 of BLAISDELL TRACTS according to the official plat thereof on file and of record in the office of the Auditor of Skamania County, Washington; thence east along the north line of said Lot 10 extended a distance of 362 feet; thence south 208 feet to the initial point of the tract herein described; thence south to intersection with the easterly line of the Blaisdell Road; thence southerly along the easterly line of the said Blaisdell Road to intersection with the south line of the Southwest Quarter of the Southeast Quarter (SW $\frac{1}{4}$  SE $\frac{1}{4}$ ) of Section 23, Township 4 North; Range 7 E. W. M.; thence easterly along the said south line to the westerly line of the Wind River Highway; thence northerly along the westerly line of the said highway to a point directly east of the initial point; thence west to the initial point.

#### PARCEL XII

A tract of land in the Southwest Quarter of the Southeast Quarter (SW $\frac{1}{4}$  SE $\frac{1}{4}$ ) of Section 23, Township 4 North, Range 7 E. W. M., described as follows:

Beginning at the northeast corner of Lot 10 of Blaisdell Tracts according to the official plat thereof on file and of record in the office of the Auditor of Skamania County, Washington, thence east 362 feet, thence south 208 feet to the initial point of the tract hereby described; thence south to intersection with the easterly line of the county road known and designated as Blaisdell Road; thence in a northwesterly direction along the easterly line of said Blaisdell Road to a point due west of the initial point; thence east to the initial point.



**PARCEL XIII**

Beginning at the Southwest Corner of the Property of School District No. 30 in the Northwest Quarter of the Southeast Quarter of the Southeast Quarter of Section 23, Township 4 North, Range 7 East of the W.M., thence West 200 feet to the County Road; thence following the East boundary of said road Southerly 200 feet; thence East 200 feet; thence North 200 feet to the place of beginning; being in the Southwest Quarter of the Southeast Quarter of Section 23, Township 4 North, Range 7 East of the W.M., situated in the County of Skamania, State of Washington.

**PARCEL XIV**

The west half of the southeast quarter of the southeast quarter of section twenty-three (23) township four (4) north, range seven (7) east, W.M.

**EXCEPT THEREFROM:**

- (1) The South 33 feet; and
- (2) The South 233 feet of said west half of southeast quarter of southeast quarter of section 23, township 4 north, range 7 east, W.M., EXCEPT therefrom the south 33 feet thereof.

**PARCEL XV**

Commencing at the southwest corner of the southeast quarter of the southeast quarter of section 23, township 4 north, range 7 east, W.M., thence north 625.2 feet, thence west 942 feet to the river commonly known as Wind River, thence in a southeasterly direction along the east bank of Wind River to a point which is 586 feet west of the point of beginning herein thence east to the point of beginning herein described, containing 10 acres, more or less.

EXCEPT THEREFROM all lands conveyed by the said grantor therefrom, from and after December 8, 1928, said date being the date of acquisition of said property herein described by grantor.

**PARCEL XVI**

Tax Lot Six (6) of section eleven (11), township two (2) north, range seven (7) east, W.M., containing 2.3 acres, more or less.

**PARCEL XVII**

That portion of the Southwest Quarter of the Southeast Quarter (SW $\frac{1}{4}$  SE $\frac{1}{4}$ ) of Section 23, Township 4 North, Range 7 E. W. M., described as follows:

Beginning at the southeast corner of the SW $\frac{1}{4}$  of the SE $\frac{1}{4}$  of the said Section 23; thence north following the east line of the SW $\frac{1}{4}$  of the SE $\frac{1}{4}$  of the said Section 23 a distance of 79.3 feet; thence

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west parallel to the south line of the said Section 23 to intersection with the easterly right of way line of the Wind River Highway; thence in a southwesterly direction following the easterly line of the said highway to intersection with the south line of the said Section 23; thence east following the south line of the said Section 23 to the point of beginning;

EXCEPTING AND RESERVING to the grantors the right to use and occupy the dwelling house on said premises for the duration of each of their natural lives.

BY-LAWS  
OF  
SHELTON WATER SUPPLY SYSTEM, INC.

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g) "The Properties" shall mean and refer to all those areas of land described in and subject to the Declaration.

h) "Shelton" shall mean and refer to Jack Leonard Shelton and Mildred Lorraine Shelton, husband and wife, and their successors and assigns of the surface water rights granted under Permit S-24605-P.

i) "Shelton Water Supply System" shall mean and refer to the system of water works and pipelines owned by Jack Leonard Shelton and Mildred Lorraine Shelton, husband and wife, their successors or assigns, which are used for the purpose of supplying water to The Properties.

j) "Special Assessment" shall mean an amount levied in any fiscal year for the purpose of defraying, in whole or in part, the costs of any capital improvements, or repairs of a capital nature, to the Shelton Water Supply System.

#### ARTICLE III. PURPOSE

This Association is formed to operate, manage and control the Shelton Water Supply System and to perform certain maintenance of and repairs to the Shelton Water Supply System on The Properties for the benefit of its Members as herein defined.

#### ARTICLE IV. APPLICABILITY

All present and future Members, lessees, tenants, their families and any other person or persons who shall be permitted to use the Shelton Water Supply System shall be subject to these By-Laws and to the rules and regulations issued by the Association to govern the conduct of its Members.

#### ARTICLE V. USE OF FACILITIES

The Shelton Water Supply System shall be limited to the use of the Members and their guests. In the event a Member shall lease or permit another to occupy his Home, the lessee or occupant shall, at the option of the Member, be permitted to enjoy the use of the Shelton Water Supply System subject to the same restrictions and limitations as apply to said Member.

#### ARTICLE VI. MEMBERSHIP AND VOTING RIGHTS

Section 1. Membership. The Association shall have one class of membership interest as follows:

The Owner of each Home on The Properties shall be a Member whether such ownership is community, joint, or in common. Each



BY-LAWS  
OF  
SHELTON WATER SUPPLY SYSTEM, INC.  
A Washington Not-for-Profit Corporation

ARTICLE I. NAME, LOCATION AND OFFICE

These are the By-Laws of The Shelton Water Supply System Association, Inc., hereinafter referred to as the "Association". The office of the Association shall be located at MP 8.70 R. Wind River Road, Carson, County of Skamania, State of Washington.

ARTICLE II. DEFINITIONS

The following words when used in these By-Laws shall, unless the context otherwise prohibits, have the meanings set forth below:

- a) "Association" shall mean and refer to Shelton Water Supply System Association, Inc., a Washington Not-for-Profit Corporation.
- b) "Declaration" shall mean and refer to the Declaration of Covenants, Restrictions, Easements, Charges and Liens applicable to the Properties recorded with the Skamania County Auditor.
- c) "Due Date" or "Due Dates" shall mean the date or dates set for payment of any special assessment or installments thereof.
- d) "Home" shall mean and refer to a unit of residential housing situated upon The Properties.
- e) "Member" shall mean and refer to each holder of membership interests in the Association, as such interests are set forth in Article VI of these By-Laws.
- f) "Owner" shall mean and refer to the record owner of (fee simple title to) any Home. Every Home Owner shall be treated for all purposes as a single owner for each Home held, irrespective of whether such ownership is community, joint, or common. Where such ownership is community, joint, or common, a majority vote of such owners shall be necessary to cast any vote to which such owners are entitled.



member is entitled to one vote for each Home in which the Member holds a membership interest. When more than one person or entity holds such interest in any Home, the one vote attributable to such Home shall be exercised as such persons mutually determine but, with the exception of cumulative voting employed in the election of Directors, no more than one vote may be cast with respect to any such Home. No Member shall split or divide its votes on any motion, resolution or ballot other than in the cumulative voting procedure employed in the election of Directors.

Section 2. Suspension of Membership. The rights of membership are subject to the payment of periodic assessments levied by the Board of Directors, the obligation of which assessments is imposed against each Member and becomes a lien upon the property of any Owner against which such assessments are made as provided for by Article VI of the Declaration. During any period in which a Member shall be in default in the payment of any assessment levied by the Association, the voting rights, if any, of such Member and the Member's right to the use of the Shelton Water Supply System may be suspended by the Board of Directors until such assessment has been paid. Such rights of a Member may also be suspended, after notice and a hearing, for a period not to exceed thirty (30) days, for violation of any rules and regulations established by the Board of Directors governing the use of the Shelton Water Supply System.

#### ARTICLE VII. QUORUM, PROXIES AND WAIVERS

Section 1. Quorum. So many Members as shall represent at least 51% of the total authorized votes of all Members present in person or represented by written proxy shall be requisite to and shall constitute a quorum at all meetings of the Association for the transaction of business, except as otherwise provided by Statute, by the Declaration, the Certificate of Incorporation of the Association or by these By-Laws. Provided, however, that if such quorum shall not be present or represented at any meeting of the Association, the Members entitled to vote thereat, present in person or represented by written proxy, shall have the power to adjourn the meeting upon 10 days written notice to all members, until a quorum shall be present or represented at which time any business may be transacted which might have been transacted at the meeting originally called. At such adjourned meeting, so many members as shall represent at least 33 1/3 of the total authorized votes of all members shall constitute a quorum.

Section 2. Vote Required to Transact Business. When a quorum is present at any meeting, the vote of two-thirds of the Members present in person or represented by written proxy shall

decide any question brought before such meeting, and such vote shall be binding upon all Members, unless the question is one upon which, by express provisions of the Revised Code of Washington, the Declaration, Certificate of Incorporation or of these By-Laws, a different vote is required, in which case such express provisions shall govern and control the decision of such question.

Section 3. Right to Vote. Members shall be entitled to vote either in person or by proxy at any meeting of the Association. Any such proxy shall only be valid for such meeting or subsequent adjourned meetings thereof.

Section 4. Proxies. All proxies shall be in writing and shall be filed with the Secretary prior to the meeting at which the same are to be used. A notation of such proxies shall be made in the minutes of the meeting.

Section 5. Tenants and Occupants. Notwithstanding any other provisions of these By-Laws, in the event a Member shall lease or permit another to occupy his Home and elects to permit the lessee or occupant to enjoy the use of the Shelton Water Supply System in lieu of the Member himself doing so, the Member may, by a writing directed and in form satisfactory to the Board of Directors of the Association, also permit the lessee or occupant to exercise his right to vote for the duration of the lease or permitted occupancy, or for a period of ten years, whichever is shorter. Upon the expiration of said period, and each successive period, the Member shall have the right to extend the lessee's occupant's right to exercise the Member's right to vote if the aforesaid conditions are again satisfied.

Section 6. Waiver and Consent. Whenever the vote of the membership at a meeting is required or permitted by Statute or by any provisions of the Declaration, Certificate of Incorporation or of these By-Laws to be taken in connection with any action of the Association, the meeting and vote of the membership may be dispensed with if all Members who would have been entitled to vote upon the action if such meeting were held, shall consent in writing to such action being taken.

Section 7. Place of Meeting. Meetings shall be held at a suitable place convenient to the Members such as may be designated by the Board of Directors and designated in the notices of such meeting.

Section 8. Annual Meetings. The annual meeting of the membership of the Association shall be held on such date as is fixed by the Board of Directors. At such meetings there shall be elected by ballot of the membership a Board of Directors in

accordance with the requirements of Article VIII of these By-Laws. The Members may also transact such other business as may properly come before the meeting.

Section 9. Special Meetings. It shall be the duty of the President to call a special meeting of the Association, if so directed by the Board of Directors, or upon the presentation to the Secretary of a petition signed by a majority of the Members.

Section 10. Notice of Meetings. It shall be the duty of the Secretary to mail a notice of each annual or special meeting, stating the purpose thereof and the time and place where it is to be held, to each Member and to each tenant or occupant entitled to vote pursuant to Section 5 of this Article, at least ten but not more than thirty days prior to such meeting. The mailing of a notice by depositing the same in a stamped, properly addressed envelope in the United States Mails in the manner provided in these By-Laws shall be considered notice served.

Section 11. Order of Business. The order of business at all meetings shall be as follows:

- a) Roll call
- b) Proof of notice of meeting or waiver of notice
- c) Reading of minutes of preceding meeting
- d) Report of officers
- e) Report of committees
- f) Appointment of inspectors of election  
(in the event there is an election)
- g) Election of Directors  
(in the event there is an election)
- h) Unfinished business
- i) New business

#### ARTICLE VIII. BOARD OF DIRECTORS

Section 1. Number and Term. The number of Directors which shall constitute the whole Board shall not be less than three nor more than seven. An initial Board consisting of the three Incorporators shall serve until the first annual meeting of the Association. At the first annual meeting and at all subsequent annual meetings the Members shall vote for and elect three Directors to serve for one-year terms and until their successors have been duly elected and qualified. All Directors must be either Members of the Association or lessees or occupants entitled to the use of the Shelton Water Supply System in lieu of the Member renting or permitting them to occupy the Home in which they reside in accordance with Article VII, Section 5.



Section 2. Election of Directors. The Directors of the Association shall be elected by a majority vote of the membership of the Association at the annual meeting of the membership, which shall be the beginning of the corporation year, and they shall serve until the election of new Directors.

Section 3. Removal. Any Director may be removed from office by a two-thirds vote of the membership at any regular meeting of the Association or at a special meeting of the membership of the Association called for that purpose. Notice of the proposed removal of a Director must be given to such Director prior to the date of the meeting at which such removal is to be voted upon. Such notice to the Director shall state the cause for the proposed removal.

Section 4. Absences. Unexcused absence from three consecutive meetings of the Board of Directors shall be due cause for removal of a Director.

Section 5. Vacancies. Any vacancy occurring on the Board of Directors by reason of the death, resignation or removal of a Director shall be filled by appointment by a majority of the remaining members of the Board of Directors. Such appointee shall serve during the unexpired term of the Director whose position has become vacant.

Section 6. Power. The Board of Directors shall manage and operate the business and property of the Shelton Water Supply System Association, Inc.

Section 7. Meetings. The Board of Directors of the Association shall hold regular meetings on the \_\_\_\_ day of \_\_\_\_\_, and such special meetings as the Board shall deem necessary for the competent management of the affairs of the Association.

Section 8. Voting. Each member of the Board of Directors shall possess one vote in matters coming before the Board. All voting at meetings of the Board of Directors shall be by each member in person and voting by proxy shall not be allowed. Two members of the Board of Directors shall constitute a quorum.

Section 9. Compensation. The Board of Directors shall serve without compensation.

Section 10. Officers. Within a reasonable time after their election, the members of the Board of Directors shall elect from their number the following officers: President, Vice President and Secretary/Treasurer. All such officers shall be officers of the Association.

ARTICLE IX. OFFICERS

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

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

Section 3. Secretary. It shall be the duty of the Secretary of the Board of Directors to keep all records of the Board of Directors and of the Association, and to perform such other acts as the President may direct.

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

Section 5. Terms of Office. Officers shall serve for terms of one year.

ARTICLE X. AMENDMENTS

These By-Laws may be amended, altered or repealed and new By-Laws may be adopted by a majority vote of the membership of the corporation at any regular meeting or at any special meeting called for that purpose if at least fifteen days written notice to the members is given.

ARTICLE XI. WAIVER OF NOTICE

Whenever any notice is required to be given under the provisions the Revised Code of Washington or under the provisions of the Articles of Incorporation or the By-Laws of the Association, 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 XII. ASSESSMENTS

Section 1. Imposition of Lien and Personal Obligation. Each present Member or new Member becoming the Owner of a Home within The Properties by the acceptance of a deed otherwise, whether or not such deed or other instrument pursuant so provided, shall be deemed to covenant and agree to pay to the Shelton Water Supply System Association:

- a) annual assessments or charges (Maintenance Assessments);
- b) special assessments for capital improvements, (Special Assessments).

together hereinafter being referred to as "Assessments".

The Assessments shall be fixed, established and collected from their Due Date(s) as described in Section 2 below. Each Assessment (or installment payment thereof), together with interest thereon and costs of collection as hereinafter provided, shall also be the personal obligation of the Owner of such property.

Section 2. Maintenance Assessment. For each fiscal year, prior to commencement thereof, based on the Association's budget for such year, the Board of Directors of the Shelton Water Supply System Association shall

- a) fix the Annual Rate or Rates for such fiscal year;
- b) determine the Assessment to be applied to each Home;
- c) fix the Maintenance Assessment for each property;
- d) establish the Due Date or Dates ("Due Dates") for payment of the Maintenance Assessment or installments thereof; and;
- e) so notify the Membership in writing (the "Assessment Notice").

Section 3. Change in Assessments. The Association may change the Rate of the Maintenance Assessment in the following manner:

Upon the affirmative vote of the Board of Directors proposing a change in the Rate, the Board of Directors shall hold a Hearing on said Proposal. Not less than 10 nor more than 45 days after such Hearing the Board of Directors shall vote on the proposed increase or a lesser increase, and the affirmative vote of not less than three-fourths of the entire Board of Directors shall be required for approval.

Section 4. Special Assessments. In addition to the Maintenance Assessments, and in accordance with the provisions of this Section 4, the Board of Directors may levy in any fiscal



year a Special Assessment, payable in that year or in the following year only, for the purpose of defraying, in whole or in part, the cost of any capital improvements, including, without limitation, the construction, reconstruction or replacement of, or repairs of a capital nature to, the Shelton Water Supply System, including the necessary fixtures and personal property related thereto. Before levying such Special Assessment, the Board of Directors shall hold a Hearing on said proposed Special Assessment. Not less than 10 nor more than 45 days after such Hearing, the Board of Directors shall vote on the proposed Special Assessment or a Special Assessment of a lesser amount, and the affirmative vote of not less than three-fourths of the entire Board of Directors shall be required for approval. The Board shall establish a Due Date or Due Dates ("Due Dates") for payment of each Special Assessment or installments thereof and shall notify each Member thereof in writing at least 30 days prior to the Due Dates or the first Due Date if payable in installments. Each notice shall set forth the total amount of such Special Assessment, the amount to be paid by the Member and the manner in which said member's share was determined.

Section 5. Effect of Non-Payment of Assessment; Remedies of the Association. If a Maintenance Assessment or Special Assessment or installment payment of either is not paid by the Due Date established pursuant to Section 4 of the Article for the payment of such Maintenance or Special Assessment or installment payment, then such payment shall be deemed delinquent and shall (together with interest, penalties or cost of collection including attorney's fees as may be fixed from time to time by the Board of Directors) be a lien on the real estate on which the Home of the non-paying Member is situated. In addition to such lien, the Member may be held personally liable for the payment thereof (including interest, penalties and costs of collection). Such personal liability with respect to a delinquent payment shall remain the personal liability of the Member until paid. The Association may bring legal action for payment against the Member personally liable therefore or it may foreclose on the lien as it deems advisable.

Section 6. Water Use for Residential Purposes Only. The water supplied pursuant to this agreement shall be used only for residential purposes and purposes incidental and accessory thereto. No water supplied by this System may be used for business or agricultural purposes without the written consent of all Members of the Association.

#### ARTICLE XIV. GENERAL PROVISIONS

Section 1. Fiscal Year. The fiscal year of the Association shall begin on the 1st day of January in each year and end at midnight on the 31st day of December of the following year.

Section 2. Seal. The Board of Directors shall obtain a corporate seal, which shall be held by the Secretary.

Section 3. Books and Records. The Association shall keep correct and complete books and records of account and shall also keep minutes of the meetings of its Members, Board of Directors and committees having and exercising any of the authority of the Board of Directors, and shall keep at the office of the Association a record giving the names and addresses of the Members entitled to vote. All books and records of the Association may be inspected by any Member or his agent or attorney for any proper purpose at any reasonable time.

Section 4. Severability. If any provision of these By-Laws is declared invalid by any tribunal, the remaining provisions shall not be affected thereby.