



**Driftwood Heights Association, Inc.
370 North East Camano Drive, Suite 5, PMB 219
Camano Island, WA 98282-7279**

**Bylaws of the
Driftwood Heights Association, Inc.
Incorporated 1970**

Revised and Approved July 8, 2023

Island County Auditor's Original Record Number 229807

**Rev 5 Record Number 4350324
Recorded June 4, 2014**

AMENDED BY LAW OF

DRIFTWOOD HEIGHTS ASSOCIATION, INC.

ARTICLE I

Purposes

1.1 The purposes for which this Association is formed are as stated in Article III of Driftwood Heights Association's Amended Articles of Incorporation, hereinafter referred to as "Association", and particularly to provide water for the benefit of owners of property located within the area of said Association, Island County, Washington, which area is the land described in Exhibit "A", attached hereto, and by this reference incorporated herein as though fully set forth in full, and such additional property as may hereinafter be included.

1.2 The Association is further organized to provide a recreation area for the benefit of owners of property within certain specified geographical areas of Island County, Washington, as set forth herein in Exhibit "B", attached hereto, and by this reference incorporated herein as though fully set forth in full, and such additional property owners as may hereinafter be included.

ARTICLE II

Registered Office

2.1 The address of the registered office of the Association shall be: 370 N. East Camano Dr., Suite 5, PMB 219, Camano Island, WA 98282-7279.

ARTICLE III

Membership

There shall be one class of membership, designated as follows:

3.1 **Membership:** Notwithstanding any other provisions of these Bylaws, there shall be one class of members to be known as the "membership", which shall be restricted to owners of land in the geographical area set forth in Exhibit "A" of this agreement, and as listed on the county deed which makes up the Master Membership List (herein referred to as MML).

3.2 A transfer fee (in the amount equal to three times the then current annual assessment) shall be paid by the new owner, upon conveyance of any interest in a lot within Driftwood heights, including transfers by gift or other non-monetary consideration. Sales by real estate contract shall have the transfer fee imposed when the contract is recorded.

No transfer fee shall be imposed on the following conveyances:

- a. Conveyances made solely for security, liability, or estate planning purposes where the beneficial or controlling interest does not change, including but not limited to conveyances associated with deeds or trust, living trusts, and /or limited liability companies.
- b. Transfers made in connection with bankruptcy, receivership, condemnation, or other judicial process.
- c. Transfers to a spouse or domestic partner, including transfers resulting from a divorce, legal separation, or legal dissolution of the partnership relationship.

If a conveyance is made to an heir or devisee, including transfers by operation of law, such heir or devisee will have a one-year grace period from the date of transfer during which the transfer fee shall not be due. There shall be no transfer fee owed by such heir or devisee if the property is conveyed to a third party within such one-year period (however, the transferee in that event shall be obliged to pay the transfer fee). If the property is not conveyed within the expiration of the said grace period, the transfer fee shall thereupon immediately paid by such heir or devisee.

3.3 Definitions: "Successors", as used herein, shall include any successor in title by gift or inheritance, grant, or conveyance, contract purchase.

3.4 Multiples: If there is more than one person in interest in the ownership of fee simple title, all such interested persons shall be considered as a single member. The right to cast the vote attributable to such membership shall be determined by those interested in the membership. Proof of the right to vote shall be evidenced by an affidavit signed by a majority of those interested in the ownership if there is a dispute with respect to the right to cast such vote. Any dispute with respect to the right of any member to vote shall be determined by the Board of Directors (herein may be referred to as BOD).

3.5 Termination: Membership shall terminate on a transfer, whether voluntarily or by action of law, or reversion of a member's fee simple title, contract of purchases or leaseholder interest of not less than a portion of a tract of sufficient size to justify the furnishing of water thereto. Termination is effective as of the date actual notice is given to the Association of the fact of transfer and/or reversion. Termination shall be effective without further action or requirements on the member's part. Upon termination and cancellation of the membership, the water service may be discontinued, and the members so resigned, or terminated shall not be entitled to any remuneration or reimbursement for such termination, or resignation and his interest in the Association shall terminate. The member's right to use the recreational facilities in Tracts "A" and "B" of the Plat of Driftwood Heights shall also terminate.

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3.6 Conveyance: A membership shall be deemed terminated upon transfer or conveyance of a member's title or equitable interest in the land which entitles him to membership in the first place to a successor or third party. Membership may also be terminated by the voluntary act of a member giving notice to the Association of withdrawal from membership. Conveyance or transfer of a member's interest in the land which entitles him to membership shall automatically operate to terminate that person or entities membership in the Association and entitle the successor in interest to membership based upon that ownership which application as determined by the area of land in which the tract of is situated. Upon termination and cancellation of membership water service may be discontinued and the interest of such member in the Association shall be terminated.

3.7 Voting Rights: Only property owners holding memberships in the Association and that are current in the payment of all charges, dues, and assessments of the association shall be entitled to vote on matters affecting the Association, including the election of directors. For properties that are owned by an entity which is a non-natural person (i.e. a trust, corporation, limited liability company, ect.), the entity shall appoint a natural person to act on behalf of the property, who shall have the authority to vote or otherwise act on behalf of the entity. The person so appointed shall submit a Designation of Property Representative form (see exhibit D) to the association, as the Association may direct, in order to effectuate the appointment.

There shall be one vote for each platted lot owner by a member. For example, if an owner of a platted lot has a duplex built on a single lot, that member shall be entitled to cast one vote. If, however, a member has a duplex on two platted lots, that member would be entitled to cast two votes. PROVIDED, HOWEVER, that a member may be billed for water service according to the number of "living units" comprising each platted lot. A member shall not be entitled to more than one vote per platted lot even though a member may be billed for more than one service fee per platted lot.

3.8 Rights of Membership: Members shall be entitled to receive all the services supplied by the Association, if, but only if, such membership is current in the payment of all charges, dues, or assessments of the Association.

3.9 Construction: Where the masculine gender is used throughout the Bylaws, it shall be construed as including both the masculine and feminine. Where appropriate, singular pronouns shall be construed as including plural.

ARTICLE IV

Master Membership List (M M L)

4.1 Membership shall be represented by name (names) and property information appearing on the "Master Membership List" that is held and maintained by the association "BOD".

4.2 The association Secretary will update the “MML” for all property transaction to maintain an accurate list of members. The “BOD” will conduct a review and verify accuracy of the “MML” against the Island County property records prior to the annual membership meeting.

4.3 Relief from Charges: If a member transfers, contracts to sell or leases, for a period of not less than three (3) years, his entire ownership, or if his membership is terminated as provided in Article III, paragraph 3.5, members shall be relieved of the personal obligation of thereafter paying future service charges and assessments, only which future charges and assessments shall be the personal obligation to the member succeeding him ownership.

ARTICLE V

Members’ Meetings

Annual Meetings

5.1 The annual meeting of members for the election of Directors to succeed those whose terms expire, and for the transaction of such other business as may properly come before the meeting, shall be held each year at such place as fixed by the BOD. The day and time for said annual meeting shall be the second Saturday in May of each calendar year at 10:00am. The BOD may set an alternate date and time in the month of May as long as they meet the “Notice of Meetings Art 5.2 requirements.

5.2 Special Meetings: Special meetings of the members for any purpose or purposes may be called at any time by the President, or majority of the BOD, or members of not less than 10 percent (10%) of the membership of the Association. Location of such meeting shall be at a place as designated, provided however, any special call originated by members must specify the purpose of the meeting.

5.3 Notice of Meetings: Written notice stating the place, day and hour of the meeting and the purpose or purposes for which the meeting is called, shall be mailed, emailed, or delivered not less than five (5) days not more than thirty (30) days before the date of the meeting, either personally or by mail, by or at the direction of the President, the Secretary, or the members calling the meeting, to each member of record; notice shall be deemed to be delivered when deposited in the United States mail addressed to the owner at his address as it appears on the MML of the Association, with postage thereon prepaid.

5.4 Adjourned Meetings: An adjournment or adjournments of any members’ meetings may be taken to such time and place as those present may determine without new notices being given.

5.5 Quorum and Proxies: A quorum shall consist of a majority of the officers of the Association present at any meeting plus ten (10) additional members of the Association in attendance of any meeting of the members, except for voting upon any amendment to the Bylaws. For purposes of voting upon any amendment to the Bylaws, a quorum shall consist of a majority of the BOD present plus an additional twenty-five (25) members of the Association present and for purposes of voting upon any amendment to the Bylaws, a two-thirds' majority vote, unless otherwise required by law, is required. The presence of a majority of the BOD shall constitute a quorum at any meeting of the BOD.

5.5.1 Voting by proxy will be allowed. Proxy statements, Exhibit C, shall be mailed to each member pursuant to art. 5.3. Those entitled to vote pursuant to art. 3 of these Bylaws may appoint another member in good standing to cast a vote(s) in their place. The issuing member must fill out either the General or Specific Proxy as desired. The appointee must have this proxy verified by the Secretary at the Annual Meeting as prescribed by the Chair of the meeting.

5.6 Closing of MML and Fixing Record Date: To determine members entitled to notice of any meeting of members, the BOD of the Association may provide that the MML shall be closed as of the date of giving notice of such meeting. The MML shall be closed for the purposes of determining members entitled to vote at a meeting for at least two (2) days immediately preceding such meeting. In lieu of closing the MML for voting, the BOD may fix, in advance, a date as the record date for any such determination of members, such a date, in any case, to be not more than ten (10) days and, in case of a meeting of members, not less than two (2) days prior to the date on which the particular action, requiring such determination of members entitled to vote at a meeting of members. When a determination of members entitled to vote at any meeting has been made as provided in this section, such determination shall apply to any adjournment thereof.

5.7 Voting List: The secretary shall maintain a complete list (MML) of members entitled to vote at a members' meeting or any adjournment thereof, arranged in alphabetical order, with the address and the number of votes held by each, the list shall be kept by the BOD of the Association. Such list shall be produced and kept at the time and place of the meeting and shall be subject to the inspection of any member during the whole time of the meeting for the purposes thereof. The original MML shall be prima facie evidence as to who are the members entitled to examine such list or transfer books or to vote at any meeting of members.

5.8 Voting: No fractional voting will be allowed. Cumulative voting for Directors shall not be allowed.

ARTICLE VI

Board of Directors

6.1 Numbers and Qualifications: The business affairs and property of the Association shall be managed by a Board of five (5) to seven (7) Directors who shall serve without compensation and who shall also serve as the Officers of the Association. To qualify to hold a position as an officer of the board, the member must be listed on the current verified MML, live inside the geographical boundaries of the association (exhibit "A"), be current in the payment of all charges, dues, and assessments of the association with no arrears in the last year, he must have no past convictions of fraud or moral turpitude.

6.2 Election – Term of Office: The Directors shall be elected by the members at each annual members' meeting and shall hold office for a period of three (3) years. All Directors elected shall be members of the Association. The Director's terms of office shall be staggered so that not more than two (2) Directors' terms of office terminate in the same year. Two of the Directors shall be elected for one (1) year; two (2) shall be elected for two (2) years; and two (2) shall be elected for three (3) years; and one shall be elected for four (4) years in the event seven (7) Directors are elected; provided, however, that such term shall be only for the initial term.

6.3 Vacancies: Any vacancy occurring in the Board of Directors may be filled by the affirmative vote of a majority of the remaining Directors, though less than a quorum of the Board of Directors. 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 reason of an increase in the number of Directors may be filled by the BOD, subject to the conditions and limitations of 6.2 above. All filled vacancies must be ratified by the membership at the next special or annual Association meeting, whichever comes first.

6.4 Annual Meetings: The first meeting of each newly elected BOD shall be known as the annual meeting thereof and shall be held immediately after the annual members' meeting or any special members' meeting at which a BOD is elected. Said meeting shall be held at the same place as such members' meeting unless some other place shall be selected by the Directors.

6.5 Special Meetings: Special meetings of the BOD may be held at any place and any time whenever called by the President, Vice President, Secretary, or Treasurer, or any two (2) or more Directors.

6.6 Notice of Meetings: No notice of the annual meeting of the BOD shall be required. Notice to Directors of the time and place of all meetings of the BOD other than the annual meetings shall be given by the Secretary or by communication over the telephone, or otherwise, at least three (3) days prior to the date upon which the meeting is to be held; provided that no notice of any regular meeting need be given, if the time and place thereof shall have been fixed by resolution of the BOD and a copy of such resolution has been provided to every Director at least three (3) days before the first meeting held in pursuance thereof.

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Notice of any meeting of the Board of Directors need not be given to any Director if it be waived by him in writing, whether before or after such meeting is held, or if he is present at such meeting; and any meeting of the Board shall be a legal meeting without any notice thereof having been given, if all the Directors are either present thereat or waive notice thereof.

6.7 Quorum: A majority of the number of the Directors, as fixed by the Articles of Bylaws, shall be necessary to constitute a quorum for the transaction of business, and the action of the majority of the Directors present at any meeting at which there is a quorum when duly assembled is valid as an act; provided that a minority of the Directors in the absence of the quorum may adjourn from time to time, but may not transact any business.

6.8 Removal of Directors: At any members' meeting, any Director may be removed, with or without cause, by a vote of a majority of the members attending such meeting; provided, that notice of such purpose is stated in the notice of such meeting.

ARTICLE VII

Officers

7.1 The officers of the Association shall be a President, Vice President, Operations, Building & Grounds, Water Quality, Secretary, and a Treasurer. Their authorities are limited by these Bylaws, or, where not stated, by the direction and consent of the Board of Directors.

7.2 The President shall be and shall act as the executive officer of the Corporation, and shall preside at all meetings, and shall perform such duties as may be required of him in the day-to-day operation of the corporation, and such other duties as may be required of him.

7.3 The Vice President shall, in the absence of the President, or in case of his inability to act from illness or conflict of interest, perform such duties as are devolved upon the President. The official execution of any instrument by the Vice President in the absence of the President shall have the same force and effect as if it were the act of the President. He shall prepare and maintain the Emergency Plan, and such other duties as may be required of him.

7.4 Operations shall be responsible for overseeing the operation and maintenance of the water system. He shall prepare and maintain the current Operations Plan, Water Facilities and Inventory Report, and such other duties as may be required of him.

7.5 Buildings and Grounds shall be responsible for overseeing the maintenance and security of pump houses, storage tanks, fences, to include any clearing and/or upkeep of the well-

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site property, recreation area, and access thereto, and such other duties as may be required of him.

7.6 Water Quality Control shall be responsible for ensuring that all required water quality tests are conducted for preparation of all required water quality reports, for control, detection and correction of water pollution, for preparation of required reports and public notification of any pollution, for maintenance of the mandatory pollution-free-control-zone surrounding the well in accordance with the Declaration of Restrictions relating to the Association's well, and for such other duties as may be required by him.

7.7 The Secretary shall keep full, itemized and correct books of account of all business of the Corporation; shall have the custody of the books, papers. He shall attend all meetings of the members and BOD, give notice thereof, and keep an accurate record of the proceedings of said bodies, and perform such other duties as the Board of Directors may prescribe. He will also hold and maintain the MML and will provide it at the annual meeting and all special meetings that are called by the BOD or membership. He will also make available, within a reasonable amount of time, upon request by a member to examine it.

7.8 The Treasurer shall collect, keep and disburse all monies of the Corporation, and he is authorized to receive and give receipts for all monies due and payable to the Corporation from any source whatever; and to endorse checks, drafts, notes and other evidence of indebtedness in its name on its behalf and full discharge for the same to give; and is authorized, together with the President or the Vice President, to execute, in the name of the Corporation, checks, drafts, notes and other evidences of indebtedness in its name and on its behalf and full discharge for the same to give; and is authorized, together with the President or the Vice President, to execute, in the name of this Corporation, checks, drafts, notes, bills of acceptance or other commercial paper. At each annual meeting of the members, he shall submit a complete statement of his accounts for the past year and shall submit such a statement to the BOD at any time when called upon to do so by resolution of said Board. He shall prepare and submit at the annual meeting a budget for the next year and will monitor the current budget and report to the President/Vice President at once when any portion of an approved budget is in danger of being, or is being, overspent. He shall perform such other duties as are devolved upon him by law, or by Resolution of the BOD.

7.9 All contracts, upon the part of the Corporation, affecting its property rights, except as provided in section 7.8 of this Article, shall be valid only when signed by the President, or Vice President in his absence, and consented by the BOD.

7.10 Combining Terms: The office of the Secretary and the Treasurer may be combined at the election or option of the BOD.

ARTICLE VIII

Finances and Records

8.1 Fiscal Year: The fiscal year of the Association shall run from January 1st of each year to the last day of the following December.

8.2 Obligations: Actual obligations of the Association except such as are incurred in the routine performance of its affairs, shall be incurred only by the BOD

8.3 Records of Association Meetings and MML: The Association shall keep with B O D : (a) complete records of all the proceedings of the BOD and members; and (b) MML register giving the names of the members in alphabetical order, their addresses and the tracts owned by them. These records shall be kept with the secretary unless otherwise directed by the Directors.

8.4 Books of Account: The Association shall keep appropriate and complete books of Account.

8.5 Contracts: All contracts, on behalf of this Association, shall be valid only when signed by the President, or Vice President, in his absence. All contracts must be approved by the BOD.

ARTICLE IX

**Memberships Restricted.
Charges, Assessments and Collections**

9.1 Availability of Memberships and Water Use: No water shall, except in short term emergency situations, be supplied to anyone except its members within the described Driftwood Heights area, and the Association shall never become a public utility or Public Service Corporation but shall be and remain strictly a purveyor of water. Any connections to other water systems for emergency receipt or provision of water and use thereof shall be described fully in a written agreement with the other system. All such agreements shall require a two-thirds' majority vote of the water members. All water members shall be informed of any such proposed agreements at a special meeting called by the Board of Directors for this purpose not less than fifteen (15) days prior to the proposed signing of the agreement.

9.2 Individual Water Connection Assessments: There shall be an individual water connection assessment for each single-family residential dwelling, whether the same be a frame construction, a mobile home, a trailer, an apartment, a condominium unit, or other type dwelling unit, even though all units are connected to one main service hookup. The amount of the connection charge shall be determined by the Directors from time to time.

9.3 Water Use Restricted: All water furnished by the Association to memberships shall be used for household purposes only.

9.4 Costs: The costs of operation, and the costs of maintenance, replacement, operation and extension of the water system, recreation area and access roads shall be paid for from charges made as provided in this Article IX, and if such charges shall be not sufficient, such costs shall be paid from annual assessments imposed by the BOD, in the amount, at the time, and in the manner, provided for in Article IX. Other costs of the Association may be paid by the levying of other charges or assessments as provided herein. Such charges and assessments shall be levied against each membership property and shall be the personal liability of the members owning and/or possessing such property.

9.5 Annual Assessment: With approval of majority vote of the members present at the Annual meeting, the BOD may increase the maximum assessment up to 10% per year.

Funds received for the annual water assessment shall be kept separate and used only for expenses related to upgrading, maintenance, and repair of the water system.

9.6 Special Assessments for Capital Improvements: Upon the vote of the members, in the manner herein provided, the Association may levy, in addition to the above assessments, a special assessment for the purpose of defraying in whole or in part the cost of construction or reconstruction or expected repair or replacement of a described capital improvement.

9.7 Voting and Notice of Special Assessment and Change of Maximum Assessment: Any special assessment or change in maximum assessment must have the assent of two-thirds of the votes of each of the members at a meeting duly called for that purpose and said assessment must be subsequently approved by the BOD. Written notice of such meeting called for such purpose shall be sent to all members at least thirty (30) days in advance of the date of such meeting, setting forth the purpose thereof.

9.8 Date of Commencement of Assessment: The initial assessments shall commence on the first day of such month as determined by the BOD of the Association and shall be made for the balance of the calendar year and shall be due and payable on the date fixed by the Board.

The amount of the initial assessment for the first year in which assessments are made or for any property which becomes subject to assessment for the first time shall be pro-rated on a calendar year basis according to the date of the first assessment or the date on which property first became subject to assessment.

The due date of any special assessment shall be fixed in the Resolution authorizing such assessment.

9.9 The Effect of Non-Payment of Assessments; Lien of Association: If assessment is not paid on the due date set forth, such assessment shall become delinquent, and may bear interest at the current rate of interest, (interest to be the same as the Association's financial banking institution) and may be affixed per annum from such due date. The Secretary of the Association shall file in the office of the County Auditor in which the property is located, within ninety (90) days after such delinquency, a statement of the amount of the delinquent assessments, together with interest, and upon payment in full thereof, shall execute and file a proper Release of such lien. Such assessment with interest set forth above shall constitute a lien on such building site or living unit or platted lot from the date of filing notice of delinquency until the lien is released as herein provided.

If the assessment is not timely paid, the Association may bring an action at law against the owner(s) personally obligated to pay the same or to foreclose the lien against the property, in the manner provided by law for the foreclosure of a mortgage upon real property, and in that event the lien shall include interest on the assessment as herein provided and a reasonable attorney's fee to be fixed by the court, together with the costs of the action and the costs of searching title.

9.10 Subordination of the Lien to Mortgages: The lien of the assessments provide for herein shall be subordinate to the lien of any mortgage or Deed of Trust. Sale or transfer of any building site or living unit shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall release such building site or living unit from liability from any assessments thereafter becoming due or from the lien thereof.

9.11 Exempt Property: The following property subject to this Declaration shall be exempt from the assessments, charges, and liens created herein:

(1) All properties to the extent of any easement or other interest herein dedicated and accepted by a municipal corporation or other local public authority and devoted to public use.

(2) All Association properties.

9.12 Each member shall at his own expense pay for the connection, or any repair, from the water service meter to their dwelling. The Association is responsible for the expense, installation, and repair of service meters.

9.13 Property owners in division one and two of the plat of Driftwood Heights shall further comply with the covenants applicable to those divisions without expense to the Association unless approved by the Board of Directors.

9.14 Water Shut-Off: In the event a member becomes in arrears in payment of any assessment or charge to the Association for water service, the member shall be notified of such delinquency or violation by the Secretary or agent of the association by certified mail, or agent, and if the member fails to cure or make good such notice, then such member, among all other

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rights and remedies of the Association, shall be subject to having the water service terminated according to 3.7 of this Agreement. Upon receipt of full payment of arrears of any assessment or charge to the Association for water service, water service will be restored promptly. All costs and fees associated with shutting off and turning on the water service shall be paid by the owner.

9.15 Reserve Fund: The BOD shall have the power in their discretion to create a reserve fund for the benefit of the Association to be used for anticipated repairs, modernizations, modifications, extensions, or renewals of the system, and may, in their sole discretion, in the event a surplus is created, not necessary for such purposes, distribute the same to members on an equal pro-rata basis.

9.16 Special Restrictions: Overnight watering is prohibited as is the storage and/or distribution of water by one or more property owners to properties or persons not on the same service connection. Each property owner, at their expense, is responsible for the timely repair of any leak in the water piping from the service connection throughout that member's property and buildings. The BOD may restrict water usage in case of drought or water shortages.

9.17 Annual Assessment: All water furnished by the Association shall be used for household purposes only and shall be paid for annually in advance at the rate established by the BOD and approved by a majority vote of the members present at the Annual Meeting. The current annual assessment shall be posted on the Association website, with pursuant reference. The annual fee shall be charged for each single-family dwelling, each unit in multiple dwelling units, including but not limited to, cottages, mobile homes, trailers, houses, apartments, or other dwelling units even though all units are connected to one main service hookup.

9.18 Late Charges: If the assessment is not paid in full when due, a late charge equal to 20% of the amount due and the unpaid shall be added to such assessment.

ARTICLE X

Rules and Regulations

The Board of Directors may make and enforce such rules and regulations governing the use of Association property, the water system, and any other facilities or property of the Association, including the determination of the charges and assessments which they shall consider to be proper.

ARTICLE XI

Amendments to Bylaws

11.1 By the Members: These Bylaws may be amended, altered, or repealed at any regular or special meetings of members if notice of the proposed alteration or amendment is contained in the notice of the meeting.

**THIS IS TO CERTIFY that the above and foregoing Bylaws were duly adopted by the
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members at a duly called membership meeting held on the 8th day of July, 2023.

DRIFTWOOD HEIGHTS ASSOCIATION, INC.

By *Randy R. Barry*
President

Attest:

By *Genelly Carranza*
Secretary

STATE OF WASHINGTON)
) ss.
COUNTY OF ISLAND)

THIS IS TO CERTIFY that before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared *Randy Barry* and *Genelly Carranza*, to me known as the President and the Secretary, respectively, of DRIFTWOOD HEIGHTS ASSOCIATION, INC. The Association that executed the within and foregoing instrument and acknowledged to me the said instrument was the free and voluntary act and deed of said Association for the uses and purposes therein mentioned.

GIVEN UNDER my hand and official seal this *13th* day of *July*, 2023.



Craig Sjostrom
Notary Public in and for the State of Washington
Residing in *Mt. Vernon*, Washington

BOUNDARIES OF DRIFTWOOD HEIGHTS ASSOC.

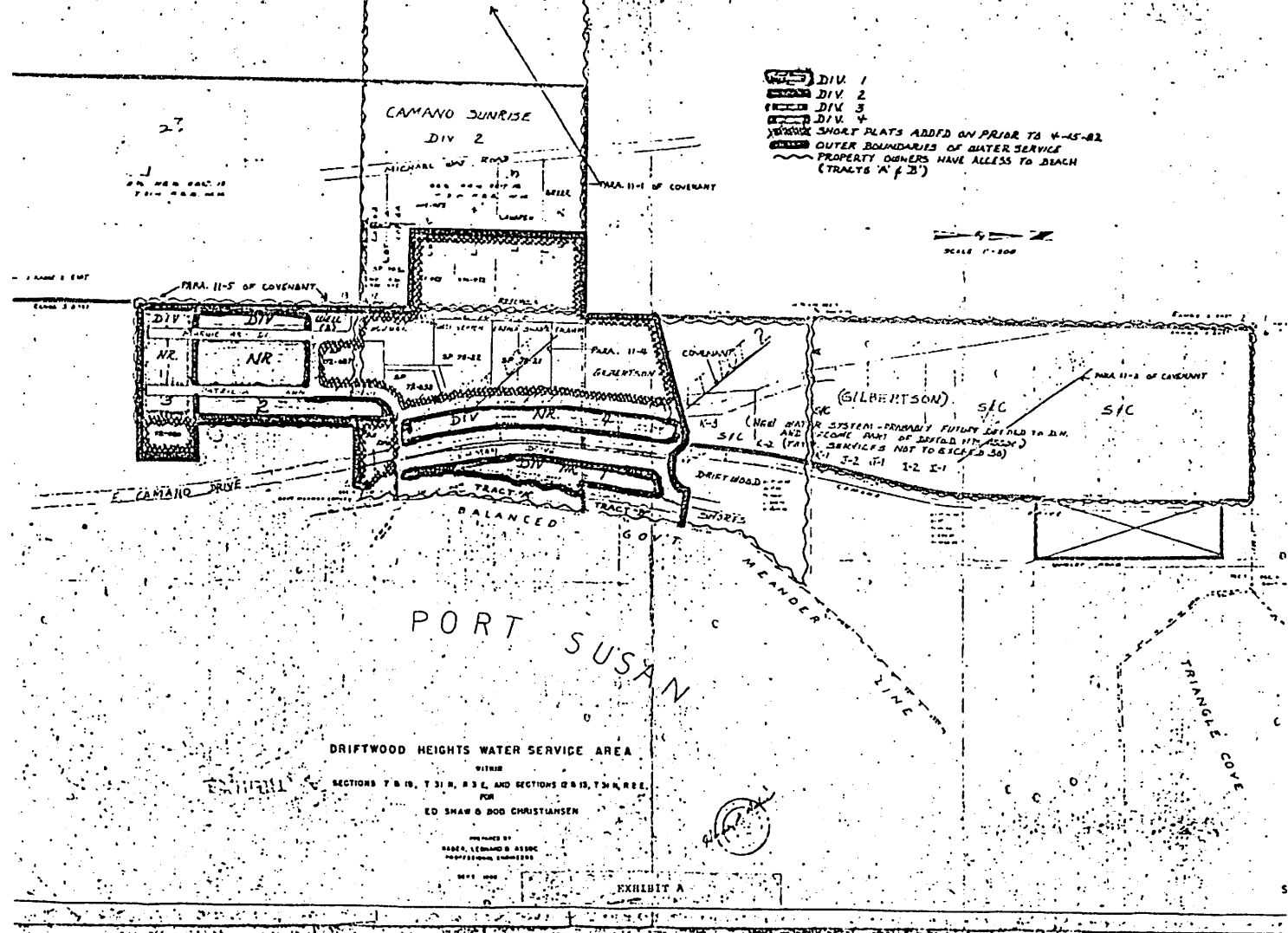


EXHIBIT "B"

Tracts "A" and "B" of said plat are restricted to the common use for recreational purposes and a right-of-way to and from the beach by the owners of property in:

1. S ½ of the SE ¼ of Sec. 12, Twp. 31 N.R. 2 east, W.M.;
2. E ½; E ½ of the NW ¼; and the NE ¼ of the NW ¼ of the SW ¼ of Sec. 13, Twp. 31 N.R. 2 east, W.M.;
3. W ½ of the NW ¼ of Sec. 7, Twp. 31 N.R. 3 east, W.M., lying west of East Camano Drive
4. Government lots 1 and 2, Sec. 7, Twp. 31 N.R. 3 east, W.M.;
5. West 660 feet of Gov. Lot 4, Sec. 18, Twp. 31 N.R. 3 east, W.M.;
6. NE ¼ of the NW ¼ of Sec. 24, Twp. 31 N.R. 2 east, W.M.; and
7. That portion of Gov. lot 2, Sec. 18, Twp. 31 N.R. 3 east, W.M., described as follows: Beginning at a point 393 feet north of the SW corner of said Gov. lot 2; thence north 900 feet to a point 1293 feet north of said SW corner; thence east 584 feet, more or less, to the center line of Hillside Avenue, as shown on the Plat of First Addition to Cavalero Beach; thence north on said center line 12.5 feet; thence east 325 feet, more or less, to the west margin of the county road, as shown on said plat; thence south along said west margin to a point 405.5 feet north of the south line of Gov. lot 2, sec. 18, township 31 N.R. 3 east, W.M.; thence west to the centerline of Hillside Avenue, as shown on said plat; thence south on said centerline 12.5 feet; thence west 584 feet, more or less, to the point of beginning; EXCEPT that certain strip of land situated along the east boundary of the above-described premises conveyed to Island County for road purposes by deed recorded February 2, 1965, under auditor's file No. 169288, records of Island County, Washington.

ALL SITUATE IN ISLAND COUNTY, WASHINGTON;

which restriction shall constitute a grant and covenant running with the land for the benefit of and the burden upon the respective dominant and servient tenements.

The amenities hereby created contemplate the right-of-way and road to the beach over and across the 60 feet of Tract "A", and the use of both tracts for a boat ramp, parking area, outdoor cooking with shelters, picnic area, swimming pool, play area, tennis and badminton courts, horseshoe pits, all restricted to recreational use, including the above items together with boating, water skiing, swimming, smelt raking, clamming, fishing and crabbing, and other related recreational activities, including extension of a water system, all to be constructed at no cost to Magna B. Lehman, and managed and maintained by a non-profit corporation to be organized by the undersigned Shaw and Christiansen and known as DRIFTWOOD HEIGHTS ASSOCIATION. No permanent inhabitable structure shall ever be placed upon or constructed on Tracts "A" and/or "B".

BY LAW REVISED, 2023

EXHIBIT "C"

General Proxy

I, _____ (full name), of *Driftwood Heights Association, Inc.*, of *Camano Island*, hereby appoint _____ (full name) to be my proxy, to vote in my place and on my behalf as though I were voting, at *Driftwood Heights Association Inc. Annual Meeting* on _____ (date) or at any adjournment thereof, hereby revoking all previous proxies.

Member Signature

Date

Specific Proxy

This is to certify that I, _____ (full name), a member in good standing in *Driftwood Heights Association Inc.*, of *Camano Island*, do hereby designate _____ (Full name), to cast my vote at *Driftwood Heights Association, Inc. Annual Meeting* on _____ (date) for

(State specific voting desires). The _____ (name) is to act as my proxy in voting on stated issue(s) only.

Member Signature

Date

EXHIBIT "D"

Designation of property Representative

The following Designation relates to the real property located at _____, Camano Island, WA 98292, and which is legally described as Lot _____, Driftwood heights Division _____, Island County Tax Parcel No. _____.

_____ is the entity which holds legal title in and to the said real property. The undersigned, _____, is a governor, trustee, or otherwise holds an ownership or beneficial interest in the said entity.

The undersigned has been appointed by the said entity to act as its representative for all purposes as are necessary and appropriate with respect to the Driftwood heights Association or its successor.

This designation shall be effective when delivered to the Secretary of the Driftwood Heights Association, and shall continue in full force and effect until revoked in writing, or until the said entity no longer holds legal title of the subject real property.

Dated _____

(Signature)

(Printed Name)

Special Power of Attorney