

SAN JUAN AVIATION ESTATES
HOMEOWNERS MANUAL
BLAKELY ISLAND MAINTENANCE COMMISSION
2011

Blakely Island Maintenance Commission

2011 OWNERS MANUAL

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BLAKELY ISLAND MAINTENANCE COMMISSION CONTACT NUMBERS

EMERGENCY 911

Sheriff ◦ Fire ◦ Medical ◦ Coast Guard ◦ Med flight ◦ Air Ambulance

STATE AND LOCAL AUTHORITIES

Coast Guard 360-734-1692
Red Tide Hotline 800-562-5632
San Juan County Sheriff (Emergency) 360-378-4141
(Non-Emergency) 360-378-4151
Poison Control Center 800- 222-1222
Waste, Chemical & Oil Spills Hotline 800-258-5990
US Environmental Protection Agency 800-424-8802
WA Dept of Natural Resources
Forest Fires 800-562- 6010
San Juan County Fire Marshall
Burn Permits 360-378-FIRE
Residential Open Burning : Oct 1 – June 30
Federal Bureau of Investigation (FBI) 206-662-0460

BLAKELY ISLAND

BIMC Caretaker

360 – 375 – 6662
360 – 622 – 6112 (Emergency Only)
bimc@rockisland.com

BIMC Caretaker Assistant

360 – 375 – 6299
360 – 202 – 3115 (cell)
terrypence@rockisland.com

Blakely Island General Store and Marina

VHF Channel 68
360 – 375 – 6121
360 – 375 – 6141 (Fax)

Seattle Pacific University

Le Roy and Cindy Hubbert
360 – 375 – 6721
blakely@spu.edu

South Blakely Maintenance Association

Rick and Norma Reed
360 – 375 – 6711
sbma@centurytel.net

The Whale Hotline 800-562-8832
Tourist Information Hotline (CTED) 800-544-1800
Pass Reports/Travel Information (DOT) 800-695-7623

HOSPITALS AND MEDICAL FACILITIES

Island Hospital Anacortes WA 360 299-1300
Skagit Valley Hospital Mt Vernon WA 360-424-4111
St Joseph Hospital Bellingham WA 360-734-5400
Orcas Medical Ctr Eastsound WA 360-376-2561
Inter-Island Med Ctr Friday Harbor WA 360-378-2141

BLAKELY ISLAND MEDICAL ASSISTANCE

Emergencies Only - Volunteer Basis

Dr. Fritz Loura 360-375-6394
Dr. Mark Owings 360-375-6155
Dr. Jeff Robertson 360-375-6110
Dr. Michael Lewis 360-375-0522
Nurse Deborah Davey 360-375-6130
Nurse Beth Droppert 360-375-6191
Nurse Cheryl Pflug 360-375-6394

TRANSPORTATION SERVICES

Island Express Charters Skyline Marina 877-473-9777
Anacortes WA 360-299-2875
Cell 360-661-7286
Paraclete Charters Skyline Marina 800-808-2999
Anacortes WA 360- 293-5920
Islander Commuter Bellingham WA 888-734-8180
WA State Ferry Schedule (DOT) 800-843-3779
San Juan Marine Freight 360-293-7575
Cell 360-202-8611
sanjuanenterprise@fidalgo.net
Island Transporter (Barge) Office 360-293-6060
Cell 360-941-6060
San Juan Ferry and Barge **360-378-4404**
Cell 360-317-8486
San Juan Airlines 800-874-4434
West Isle Air 360-671-8463
Island Air 360-378-2376
Kenmore Air 866-435-9424
Methow Air 360-293-4765
NW Sky Ferry 360-676-9999
(Islands) 360-376-7139

INTRODUCTION TO BLAKELY ISLAND RULES AND GUIDELINES

The rules on pages three through eight have been assembled from bylaws, covenants, deeds, and individual easements. They also reflect additions that have been voted upon and approved by the general membership at BIMC annual meetings. They deal principally with matters of privacy, safety, property protection, and issues that interfere with the rights of all to enjoy our island and its amenities.

It is each member's responsibility to acquaint all family members, guests, employees, and other non-members with the following rules and guidelines, and to insure the compliance of all.

This compilation is intended as a single reference source. However, in the event of a conflict between what is stated here and the wording of any referenced documents, the actual document will take precedence.

Following is a brief summary of the most critical rules. *It is every member's responsibility to acquaint themselves with the full sets of rules and Blakely Island legal documents for a complete list.*

1. Guests of BIMC members are not permitted or authorized to use the upper island easement area without being accompanied by a member.
2. It is the responsibility of the BIMC member who retains contractors or service personnel to inform them of the requirement to confine their activities and personnel to the job site and to use the roads only for delivery of material, equipment, and personnel necessary to the work undertaken.
3. Walking on the runway is not permitted.
4. NO SMOKING OR FIRES OF ANY KIND ON THE UPPER ISLAND; Be aware of yearly burn bans and observe them island-wide.
5. All boats and recreational equipment at the Horseshoe Lake dock are for community use and maintenance. No privately-owned boats are permitted. Boats and rafts on Spencer Lake are privately owned and not for community use.
6. Dogs and other pets are not permitted in the community swimming area.

I. RULES GOVERNING GUESTS, CONTRACTORS, SERVICE PERSONNEL, REAL ESTATE AGENTS, ETC.

The purpose of the following rules is to protect the privacy of the BIMC members while not interfering with their guests' enjoyment of Blakely or with the work of contractors, service personnel, and real estate agents in the service of individual members or the BIMC.

1. Whenever used in the Owners Manual, the term "guest" means someone who is well known to a member's immediate family as a personal friend and who has been invited by the member to visit Blakely. Members are responsible for their guests' adherence to all BIMC rules applicable to their visit as set forth in this Manual. If a guest is a flyer who is visiting the island for the first time, it is crucial that he or she be acquainted with our Airport Traffic Guidelines and Procedures prior to the visit.
2. It is the responsibility of the BIMC member who retains contractors or service personnel to inform them of the requirement to confine their activities and personnel to the job site and to use the roads only for delivery of material, equipment, and personnel necessary to the work undertaken.
3. All contractors and service personnel are to be informed that the Upper Island, the Buffer Strip, and the Marina dumpster facilities are not to be used for the disposal of building materials, appliances, or construction debris of any kind.
4. Real estate agents and/or potential buyers are allowed on the plat only at the request of a member wishing to sell his property and only when accompanied at all times by that member or another member acting as the seller's agent.

II. BUFFER STRIP RULES

In 1970, the Blakely Island Maintenance Commission, Inc. purchased the buffer strip from Floyd and Ola Johnson for the sum of \$68,750. The statutory warranty deed requires that "the entire area sold is to continue to remain as its principal function, a Buffer Strip or Green Belt between the plat of San Juan Aviation Estates and (at that time) the property of Georgia Pacific Company."

Title to the buffer strip is vested in the BIMC and not the owners of the individual lots in San Juan Aviation Estates. As such, no individual has the right to utilize or waste the buffer strip without express approval of the BIMC.

Below are the Prohibited Uses. For the complete text of the *Buffer Strip Rules*, see documents section.

- A. Removal of sand and gravel.
- B. Dumping of any material, including trash, tree debris, household goods, septic sludge, garbage, or building material debris.
- C. Starting any fires, except as provided in complete text.
- D. Cutting, pruning, covering by fill, removing or damaging any vegetation, including, but not limited, to live trees; except as required to maintain Existing Conditions or approved Conditional Uses
- E. Constructing any structure or improvement for any purpose.
- F. Storage, including but not limited to vehicles, materials, boats and/or boat trailers.
- G. Motor vehicle traffic except on existing roads to transition the Buffer Strip, or as allowed in Section 6.C: Cutting of down and dead trees for firewood by BIMC members at the location of the fallen tree (requires specific approval from the Board of Governors' designee only.)

**Statutory Warranty Deed Index No. 95084
San Juan County Record # 91175974, Official Record Volume 343, pgs.324-327**

III. FIRE PREVENTION RULES

Blakely Island and the BIMC plat have no outside (off-island) fire protection that would afford us adequate response time. For this reason the following rules have been adopted for property inside the plat:

1. **No smoking or fires are allowed at any time on the Upper Island.** ((Upper Island Rules - Non-Exclusive Easement and Corrective Deed Sections 5.5 and 5.6)
2. No burning will be allowed at any time in the Buffer Strip without prior permission of the BIMC Board of Governors' designee and supervision by the BIMC Caretaker. (Buffer Strip Rules 5.3.2 Sec 7C)
3. Open fire burning, for yard clean-up purposes only, will be allowed between October 1 and June 15, weather permitting. Further, no fire may be located in an area that cannot be reached by a local fire hydrant with the hose provided or by the fire truck. (7/98)
4. All open fires shall conform to San Juan County fire policies and County burn-bans. Trash and small burnables may only be burned in a 55-gallon barrel type container with a fire screen securely fastened over the top. There will be no burning of any kind when a countywide burn ban is in effect. (7/98)
5. No fire may be within 25 feet of any structure. (7/98)
6. No burning of rubber, plastics, asphalt, garbage, dead animals, petroleum products, paint, or any other materials that are hazardous, emit dense smoke, or create offensive odors or health concerns. (7/98)

Remember, we all share the responsibility for fire prevention. It is critical that we contain and control all fires. The estimated response time for any off-island fire-fighting source is approximately four hours – in other words, too late. In the event of a fire, please extinguish the blaze with the closest hydrant if possible. If not, notify the Facility Managers immediately at 375-6662. If they are not available, call the Marina at 375-6121.

Several times each year our community offers training in how to use the fire truck, hydrants, and hoses. Please familiarize yourselves with the equipment, and take advantage of opportunities to refresh your skills. If you have any questions, the Caretaker can offer extensive information.

(7/87)

IV. UPPER ISLAND RULES

Individual property owners have a non-exclusive easement for the use of portions of the upper island. The text of this easement is included in the reference section of this Manual, under the titles "Non-Exclusive Easement" and "Corrective Deed" (Sections 5.5 and 5.6). Each member should be familiar with the contents of the easement, especially its limitations and rules. BIMC members should also realize that the easement mentioned above does not encompass the entire upper island.

The Ownership Map (see Section 5.8) shows the areas that are NOT included in this easement, specifically, the areas enclosed by lines. Please be sure to respect the privacy of private property. The property label "DNR Property" is owned by the State of Washington and may be used by the general public. Access to that land by non-BIMC members is only by water.

When flying, boating, or during recreation activities, be observant for fire or trespassers. Note and report anything suspicious or unusual to the BIMC Facility Manager (375-6662).

The following specific rules are drawn from the Non-exclusive Easement and Corrective Deed. They apply to member use of the portions of the upper island covered by the easement.

1. Guests of BIMC members are not permitted or authorized to use the upper island easement area without being accompanied by a member.
2. No smoking. No fires of any kind, including beach fires.
3. No littering is permitted.
4. No rifles or pistols may be used except legitimately in hunting.
5. No water skiing on either lake, and no motors over 5-1/2 HP.
6. No bait or string trolls may be used in the lakes.

Non-Exclusive Easement and Corrective Deed Sections 5.5 and 5.6

V. TENNIS COURT RULES

The BIMC tennis court, constructed in 1979, is available to all members and their guests. The Blakely Island Recreation Project was allowed to construct the court in the buffer strip through a special authorization received at the 1979 annual meeting. In 1986, ownership of the court was transferred to the BIMC.

The following guidelines apply to the tennis court:

1. Tennis shoes must be worn. No black sole or hard sole shoes.
2. There are no reservations.
3. You may play as long as no one else is waiting. If someone is waiting, please relinquish the court at the conclusion of 1 hour for singles play, and 1 1/2 hours for doubles.
4. No unsporting conduct, racket throwing, swearing, etc.
5. No bikes, roller skates, big wheels, or other vehicles on the tennis court.
6. Basketball is allowed when the tennis court is not in use. Please follow the rules above.

VI. LAKE RECREATION RULES

The following specific *rules* are drawn from the Non-exclusive Easement and Corrective Deed. They apply to member use of the portions of the upper island covered by the easement, including the lakes.

1. Guests of BIMC members are not permitted or authorized to use the upper island easement area, including the lakes, without being accompanied by a member.
2. No smoking. No fires of any kind, including beach fires.
3. No littering is permitted.
4. No rifles or pistols may be used except legitimately in hunting.
5. No water skiing on either lake; no motors over 5-1/2 HP.
6. No bait or string trolls may be used in the lakes.

**Upper Island Easement 5.5.3
Recorded November 11, 1973 San Juan County. Doc. 83996**

The following additional rules protect our assets, address safety concerns, and will enhance enjoyment of the lake for all of our members. These rules are not part of your individual easements; the community asks you to adhere to them.

1. Community-owned boats should be hauled out, cleaned, and stored after each use.
2. The boat launch and swimming areas should be kept clear of equipment and debris. Please keep boats away from all swimming areas.
3. There is no lifeguard on duty. Children and non-swimmers should be supervised, and approved flotation devices worn in accordance with Washington state law.
4. Dogs and other pets should be kept on a leash at all times and **should not be present in the swimming area.**
5. Electric motors are encouraged.
6. Do not swim, boat, or fish within thirty feet of the water intake dock on Horseshoe Lake. Our drinking supply is drawn from this area.

Approved by General Membership July 6, 2002

VII. MOTOR VEHICLE RULES

1. Safe and responsible operation of any motorized vehicle by a child within the plat or on roads to which BIMC has easements shall remain the responsibility of the BIMC member parent or guardian of that child. **(7/95)**
2. Cruising by motor vehicles shall be confined to areas where the noise will not disturb residents. **(7/70)**
3. Motor vehicles shall not be used within the plat by persons under the age of 18 (eighteen) years before 9:00 AM or after 9:00 PM, provided, however, that where special conditions are shown to exist, consideration will be given by the Board of Governors regarding exceptions to this rule. **(7/70)**
4. The speed limit within the plat is 20 mph. Vehicles shall have operable headlights, taillights, effective mufflers, and spark arresters. The wearing of crash helmets by riders of motorbikes and ATVs is encouraged. **(7/70)**
5. Motor vehicles shall not be driven on the beaches abutting the plat. **(7/84)**

VIII. TREATED WATER IRRIGATION RULES

Members who are not connected to the raw water line may use domestic water for irrigating with the following restrictions:

1. Use one hose only.
2. Avoid watering on weekends; domestic water demand is higher and fire danger greater.
3. In the event that our water reservoir falls too low, the Caretaker has been directed to take necessary steps to guarantee full fire fighting performance, and maintain an adequate domestic water supply for household use.
4. The Board of Governors may fix higher rates for use of water for any member requiring greater service than an ordinary dwelling unit, and may collect reimbursement for expenses due to egregious overuse and unremedied water leaks.

IX. WA 38 AIRPORT PROCEDURES

TAKE-OFF

1. Monitor CTAF - **128.25**
2. **Announce** taxiing movements.
3. If at all possible, do not taxi on runway - use the taxiway.
4. Do run-up at mid-field pad in center of taxiway.
5. **Make traffic check at run-up pad.**
6. Taxi to the north or south end for take-off. No mid-field departures.
7. Clear runway and approaches for traffic.
8. Landing aircraft have the right of way.
9. **Announce** departure on **128.25**
10. On climb-out, watch for base-leg and straight-in arrivals on runway **19**. Traffic may not announce.

LANDING

1. Monitor CTAF - **128.25**
2. Clear runway visually - watch for pedestrians, vehicles, and **deer**.
3. Traffic pattern is to the west; windsocks are at both ends of the runway.
4. **Announce** intentions on traffic pattern legs.
5. Tie down points are provided in the grass to the east of the runway.

NIGHT OPERATIONS

1. The pilot controlled lighting will activate with **three mic clicks on 122.9**
2. The system will remain on for 15 minutes.
3. If you arrive at the airport and the lights are on, re-activate the system so the lights don't go off prematurely.
4. Pay close attention to the runway at night – **DEER ARE A SERIOUS HAZARD.**

GENERAL INFORMATION

1. Passenger (un)loading is limited to either end of the taxiway or the mid-field terminal.
2. **Do not walk on the runway.**
3. Park in designated areas only.
4. **Advise all passengers and other pilot guests of these guidelines.**
5. Keep aircraft noise to a minimum – be a good neighbor.
6. Use of the airport and parking areas are at each pilot's sole risk.

X. BIMC PROPERTY NOTICE

This notice is provided as a reminder to you that all of the BIMC's facilities, as well as the enjoyment of upper island easement rights, are made available for use by you, your family members, guests, agents, and invitees at your and their own risk. This includes the roads (both in the San Juan Aviation and Yachting Estates Development and on the upper island easement), airport facilities, recycling center, tennis court, lakes and related facilities, garbage compactor, and all other properties or facilities either owned by the BIMC or which are available to you because of your BIMC membership. While the BIMC does maintain some property and liability insurance coverage, it should not be assumed that all risks are covered, or that the insurance maintained is adequate to cover all losses any of you may incur.

Please ensure that all of your family members, guests, agents and invitees are aware of the contents of this notice, including the fact that their use of the referenced facilities is at their own risk. Please understand that it is your responsibility, not the BIMC's, to make sure that they understand and are aware of this limitation. You are responsible for instructing all non-members in safety precautions and for insuring that their behavior is in keeping with BIMC rules and guidelines.

As members of the BIMC community, it is important that we all observe appropriate safety precautions, including, without limitation, observing the recommended 20 mph maximum speed limit and safe use of BIMC and easement facilities, and that we all take responsibility for identifying any potentially unsafe situation or circumstances. Should you become aware of any situation you believe causes a safety concern, please let the BIMC Caretaker or one of the BIMC Board members know promptly. Should you have any questions about this notice or otherwise about the use of BIMC or easement facilities, please contact the BIMC Board of Governors

XI. BIMC ROAD RIGHT-OF-WAY

It has become commonplace for residents to utilize, and in some cases make improvements, in the road right of way adjoining their property. Fences, landscaping, or even the repeated parking of a boat trailer can provide legal basis for a claim of adverse possession over the course of time unless the BIMC property rights are asserted. There is no desire or need to prevent or preclude the current practice other than to assure that those property rights are not compromised. The local telephone and electric companies have easements in the BIMC roadways which allow them reasonable access to provide underground or overhead utilities to buildings within our development. Likewise, the BIMC uses these roadways to provide water and other utilities to buildings within our plat.

Notice: The BIMC-owned roadway is forty (40) feet wide in all areas except the connecting roads on the north and south sides of the airplane parking corridor, which are twenty (20) feet wide. This right of way is the **exclusive property of the BIMC**. Any and all improvements or structures, permanent or temporary, including but not limited to landscaping, fences, rockeries, walkways, cement, or any other obstructions or uses, exist at the pleasure and with the express permission of the BIMC, at their own risk, and at their own removal expense should the BIMC require access for any reason. Said permission may be revoked at any time without notice.

XII. BLAKELY ISLAND MAINTENANCE COMMISSION, BOARD OF GOVERNORS, EMPLOYEES, AND DESIGNATES

The Caretaker takes direction from, and reports directly to, the BIMC Board of Governors, specifically the Property Manager. Individual BIMC members may not assign duties to the Caretaker; their requests must be directed to the Board.

The Blakely Island Maintenance Commission is a maintenance organization only, and the Caretaker is employed in that capacity. Unless imminent danger to persons or property exists, issues of a non-maintenance nature are to be addressed by the individual residents; neither the BIMC, its governing Board, nor its employees can mediate in owner disputes, or enforce laws or rules. Disputes which cannot be reconciled by the aggrieved parties are properly solved by legal means. The BIMC is not affiliated with Any law enforcement agency, and neither the BIMC nor its designates represent them, report to them, or enforce local, state, or federal regulations.

XIII. PROPERTY SALE AND TRANSFER

The Blakely Island Maintenance Commission's (BIMC) covenants and bylaws require that a prospective buyer be accepted as a member of the BIMC **prior** to acquiring an ownership interest in property within the Plat of San Juan Aviation Estates. This membership allows the use of BIMC property such as the airport, roads, water system, etc., in accordance with BIMC Bylaw **(Article 4 Section 2)** and the aforementioned restrictions.

The requirement of prior membership approval applies regardless of whether a property is to be acquired by purchase, contract to purchase, inheritance, gift, foreclosure, etc. Please make all prospective buyers aware of this requirement. See Application for Membership, Section 4.2. Completed applications should be sent to the BIMC Secretary, Blakely Island, WA 98222.

XIV. BUILDING PERMITS

A BIMC building permit is required **prior** to starting any new construction or remodel on the plat. A permit is required for any modifications that require permitting by the county, and/or exceed \$3,000 in cost, and/or appreciably modify the external appearance of an existing building. Interior modifications or exterior maintenance is excluded. A permit is also required for any work or improvements on BIMC property. See Section 4.5 for instructions and permit application.

BLAKELY ISLAND MAINTENANCE COMMISSION

BYLAWS

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BY-LAWS

of the

BLAKELY ISLAND MAINTENANCE COMMISSION, INC.

ARTICLE I **NAME**

The name of the Association shall be the Blakely Island Maintenance Commission (the "Association" or the "BIMC"). Its principal place of business shall be Blakely Island, Washington.

ARTICLE II **PURPOSE**

The Association is organized to act as a homeowners association pursuant to the Washington Homeowners' Associations Act, Chapter 64.38 RCW, as amended (the "HOA Act"), for the operation of the San Juan Aviation Estates in San Juan County, Washington. The Association may perform all functions of a homeowners association set forth in the recorded Articles of Incorporation, the Blakely Island Covenants (as may be amended from time to time, the "BICs"), these By-Laws (as amended from time to time), and the HOA Act. The Association may engage in all such activities as are incidental or conducive to the attainment of the objectives of the Association and all other lawful business or activity permitted under the Washington Nonprofit Corporation Act, Chapter 24.03 RCW, as may be amended from time to time (the "Nonprofit Act"). The BIMC shall be operated for the mutual benefit of its members in accordance with the BICs.

ARTICLE III **POWERS**

This corporation shall have the power to buy, sell, mortgage or encumber real and personal property, to receive and disburse money, to enter into contracts, to accomplish its purpose and to act in all things to this end, as any individual might act, all in accordance with the laws of the State of Washington.

ARTICLE IV **MEMBERSHIP**

Section 1 Members of the Association shall consist only of incorporators and charter members, and such other individuals, marital communities, corporations, partnerships or associations (collectively "parties") as may be admitted to membership. All parties owning any lot, part or portion thereof, or parties who are contract vendees of such property shall be members of this Association; and no lot may be purchased or contracted to a purchaser, nor sold by any owner of any lot or lots unless and until said purchaser shall be accepted for membership in the Association. All applicants for membership shall be approved or disapproved by the Association, acting reasonably and in accordance with these by-laws.

Section 2 Any prospective acquirer of an ownership interest in property within the plat of San Juan Aviation Estates ("the Plat") including but not limited to intent to acquire by purchase, contract to purchase, inheritance, gift, or foreclosure, shall file application with the Secretary of the Board of Governors of the Association in form prescribed by the Board, which application shall be approved or denied by the Board within 30 days of filing.

Failure of the Board to act by notice mailed to applicant's stated address within that 30-day period shall constitute approval. On approval, the new owner will become a member of the Association and the new member's predecessor in interest shall no longer be a member. Absent such approval, no stock transfer shall be of any force or effect, or serve to grant or vest any right, title or interest or right of use of any of the Association's property, facilities, or utilities. Membership in the Association shall be in the name of one single family or one entity (as defined in the BIC). For voting purposes, each entity or member family shall designate one person as the "voting member" who shall cast all votes. Membership in the Association shall specifically be subject to the provisions of paragraph 15 of the BIC.

Section 3

(a) There shall be no initiation fee or dues payable by any member, but each member shall pay an annual assessment to the Association for maintenance and necessary capital improvements for the ensuing year in such amount as may be determined by the membership at each annual meeting in accordance with the voting procedures set forth in Article VII hereof. Such determination shall be based upon an estimate of the amount required to accomplish the purposes set forth in the Articles of Incorporation, these By-Laws, and the BICs (and no more), and any surplus shall be disposed of as provided in Section 8 of Article VIII hereof.

(b) "Maintenance Assessments" are charges to members for improvements to property, normal maintenance, repair and operation of existing property. Items which in the past have been considered Maintenance Assessments will continue to be considered Maintenance Assessments and may include but shall not be limited to repairs to the water distribution system, fire truck, mechanical equipment and runway lights. Voting will be by each member who shall be entitled to one vote.

(c) "Capital Assessments" are charges to members for improvements to property which are not maintenance assessments and refer primarily to acquisition of new property or assets of a capital nature with a useful life exceeding one year. If a question arises whether a charge is for a Maintenance Assessment or a Capital Assessment, the Board may refer to past practices and, if it wishes, refer the determination of the nature of the assessment to an independent certified public accountant whose decision shall be conclusive, if a determination can be made in accordance with generally accepted accounting principles. Capital Assessments may include but shall not be limited to Property Manager's residence, tennis court, water filtration plant, and fire fighting equipment.

Section 4

Each member shall file with the Secretary of the Association his or her post office address, and all notices of every kind required by the Association business shall have been properly delivered when mailed to such address. If any member shall fail to file such an address or to file change of address, such member will be deemed to have waived any notice required to be sent in the business of the Association.

Section 5

No member shall lease, rent, or permit subletting of any tract owned by such member in said San Juan Aviation Estates, or any portion thereof, to any party other than a member of the Association without the prior written approval and consent of the Board of Governors.

Section 6

If any member shall fail to make any payment required of him hereunder or shall violate any of the terms of these by-laws, the BIC, or any rules and regulations adopted by the Board of Governors, the Board of Governors may pursue any remedies available at law or in equity, including without limitation the exercise of any rights, powers or remedies set forth in the BIC, and in addition may, after 30 days notice by mail to the address of said member appearing on the records, assess a fine in an amount determined by the Board, which if unpaid shall bear interest at the rate of twelve percent (12%) per annum, from the date assessed, and the Association, through its Board of Governors, may bring an action at law against the member personally obligated to pay the same and/or may institute an action to foreclose the lien against the lot or tract subject to the assessment, and there shall be added to the amount of such assessment all costs and expenses in connection with such suit, and also a reasonable sum as attorneys' fees, which sums shall be included in any judgment or decree entered in such suit.

ARTICLE V

BOARD OF GOVERNORS

Section 1

The Board of Governors shall have supervision, control and direction of the affairs of the Association; shall determine its policies or changes therein, within the limits of the by-laws; shall have discretion in disbursement of its funds; shall adopt rules and regulations for the conduct of its business; and shall have all powers delegated to the Board of Governors pursuant to the BIC and all powers of the board of directors of a homeowners' association pursuant to RCW Chapter 64.38. The Board of Governors may, in the execution of any or all of the powers granted, appoint a Property Manager and other agents as it may consider necessary.

- Section 2 There shall be seven (7) governors who shall be members of the Association. The governors shall be elected by the members for a three (3) year term, expiration of terms of office to be staggered so that the terms of no more than three Governors expire in any year. Governors may not serve for more than three (3) consecutive years at any one time.
- Section 3 The Board shall fill any vacancies that occur on the Board for any reason until the following annual meeting of the membership. At that time an election will be held to fill the unexpired term, if any.
- Section 4 The Board shall hold a meeting immediately following the annual membership meeting on the same day, and scheduled meetings throughout the year. Notice of regular Board of Governors' meetings must be made by providing each member with the adopted schedule of regular meetings for the ensuing year at any time after the annual meeting and at any time when requested by a member.
- Section 5 The President of the Association or any two members of the Board may call Special Board Meetings, such call to be deposited with the Secretary.
- Section 6 All actions of the Board of Governors shall be final unless revoked or modified by the members as follows: a copy of the minutes of the meeting of the Board of Governors shall be promptly sent to each member and if 15% of the members shall thereafter, and within 30 days from the issuance of said minutes, file written objections to any such action of the Board of Governors, then the Secretary shall call a special meeting of the membership to consider such action. Such action of the Board of Governors is thereupon suspended pending action by the members to be taken at such meeting.
- Section 7 The Governors shall receive no compensation for their services, but may be repaid their actual expenses in transacting Association business.
- Section 8 The Board of Governors shall be the general business manager of the Association and shall have and exercise all powers and authority of every kind and nature not specifically denied or restricted, provided that it may not borrow money nor pledge or assign any of the Association property or assets without the approval and consent of the members.
- Section 9 The Board may remove a Governor from office only for good cause stated in written charges filed with the Secretary and after not less than 30 day's notice to the Governor being considered for removal.
- Section 10 The Board of Governors is hereby authorized, subject to Article IV, Section 3 of these by-laws, to enter into contracts for improvements and maintenance of the Association properties as may be deemed proper by the Board and to do all things necessary to accomplish the purposes of this Association, and all members agree that in no event shall any member of the Board become liable to them or any of them for anything arising out of the transactions of the Board or any of its members or the performance or non-performance of any of their duties, save and except for embezzlement.

ARTICLE VI OFFICERS

- Section 1 The officers of the Association shall be members of the Board of Governors and consist of a President, Vice-President, Secretary and Treasurer.
- Section 2 The President shall preside at all meetings of the Governors and members, and shall have general charge of, and control of, the affairs of the Association, subject to the authority of the Board of Governors.
- Section 3 The Vice-President shall perform such duties as may be assigned to him or her by the Board of Governors, and in case of the death, disability or absence of the President, he or she shall perform and be vested with the duties and powers of the President.
- Section 4 The Secretary shall countersign all certificates of membership in the Association, shall keep a record of the minutes and proceedings of the meetings of the members and of the Board of Governors, and shall give notice as required by these by-laws of all meetings. The Secretary shall have custody of all books, records and papers of the Association.

Section 5 The Treasurer shall keep all accounts of all moneys and valuables in the name of and to the credit of the Association in such banks as the Board of Governors may designate. All checks for the payment of money shall be signed by the Treasurer or a Board member authorized by the Board.

Section 6 Any two offices may be held by one person, except the offices of President and Secretary.

Section 7 All officers shall be elected by and hold office at the pleasure of the Board of Governors, until the next annual meeting of the Board of Governors and until his or her successor shall be elected and qualified, and may be removed at any time, with or without cause. Any vacancy in office shall be filled by the Board of Governors.

ARTICLE VII VOTING AND ELECTION PROCEDURES

Section 1 Each individual member, and each voting member designated by an entity or member family, shall have one vote for each lot or tract owned by that member and for which that member is currently paying a whole or one-half (1/2) assessment pursuant to these by-laws or the BIC; provided, however, that if any such assessment is in arrears as of the date of the vote, the right to vote for that parcel shall be suspended and void for that election and any future election until the assessment is paid in full.

Section 2 Authorized written or faxed proxies submitted by members unable to attend an annual or special meeting shall be recognized. Such proxies shall be presented to the Secretary prior to the meeting by another member or an adult member of the immediate family.

Section 3 The Board shall appoint a Nominating Committee of three to select members to be elected to the Board. Only one committee member may be a Board member and the Committee shall elect a non-Board member Chairman. The names of people selected by the Committee and agreeing to serve shall be submitted to the Board for approval. After approval by the Board, the names shall be submitted to the membership in writing at least forty-five (45) days prior to the annual meeting.

Section 4 The annual meeting of the membership shall be held on the Saturday nearest July 4 each year at a designated location on Blakely Island.

Section 5 At least thirty (30) days and not more than sixty (60) days prior to the annual meeting, the President or Secretary shall cause notice of the meeting to be hand delivered or sent prepaid by first-class United States mail to the mailing address of each member or to any other mailing address designated in writing by the member. The notice of any meeting shall state the time and place of the meeting, the business to be placed on the agenda by the Board of Governors and shall include the following information/documents:

- (a) Meeting agenda and notice of the time and place of the meeting;
- (b) Preliminary financial statement for the fiscal year ended May 31st;
- (c) Proposed operating and capital budget for the fiscal year beginning June 1st;
- (d) President's and other Board members' reports on significant matters dealt with during the past year and plans for the year just beginning;
- (e) Report of the Nominating Committee; and
- (f) Proposals from members involving amendments to the BIC, these by-laws or any rule or regulation adopted by the Board, or any other significant matters requiring consideration by the full membership. Such proposals must be submitted in writing to the Board not later than April 1st.

Section 6 At least fourteen (14) days and not more than sixty (60) days prior to any special meeting, including a Board of Governors' meeting which has not been regularly scheduled, the President or Secretary shall cause notice of the meeting to be delivered in a manner consistent with the requirements of the HOA Act and these By-Laws.

Section 7 A majority of the Board, or of the members, shall constitute a quorum for the transaction of all business. A majority vote of those present or represented by proxy and eligible to vote shall be required to pass any issue submitted to the members, including but not limited to election or

removal of the Board of Governors, approval of Capital Assessments and Maintenance Assessments, and all other general business matters of the Association; provided, however, that a quorum must exist of those present or represented by proxy in order to pass any issue.

Section 8 Any issue that can be voted on in person by any member of the Association or member of the Board of Governors can also be voted on by mail. If the vote is to be conducted by mail, the President or Secretary shall mail all written material concerning the issue, including an appropriate ballot and a stamped return envelope, to each voting member at least thirty (30) days prior to the deadline for counting the votes. The Secretary shall keep all written ballots for at least two years after the date the voting is effective.

Section 9 **Telephonic Presence.** Members and Governors can participate in meetings by conference telephone or similar communications equipment so that all persons participating in the meeting can hear each other at the same time. Participation by that method constitutes presence in person at a meeting.

Section 10 **Notice by Electronic Transmission-When Effective.** Notice to members and Governors in an electronic transmission that otherwise complies with the requirements of the Nonprofit Act is effective only with respect to members and Governors who have consented, in the form of written notice, to receive electronically transmitted notices. A member or Governor who provides consent, in the form of written notice to the Secretary of the BIMC, to receipt of electronically transmitted notices must designate in the consent the message format accessible to the recipient, and the address, location, or system to which these notices may be electronically transmitted. It is the ongoing obligation of the member to provide the Secretary of the BIMC with a valid email address. A member or Governor who has consented to receipt of electronically transmitted notices may revoke the consent by delivering a revocation to the Association in the form of written notice. Notice to members or Governors who have consented to receipt of electronically transmitted notices may be provided notice by posting the notice on an electronic network and delivering to the member or Governor a separate record of the posting, together with comprehensible instructions regarding how to obtain access to this posting on the electronic network. Notice provided in an electronic transmission is effective when it (i) is electronically transmitted to an address, location, or system designated by the recipient for that purpose, and is made pursuant to the consent provided by the recipient; or (ii) has been posted on an electronic network and a separate record of the posting has been delivered to the recipient together with comprehensible instructions regarding how to obtain access to the posting on the electronic network.

ARTICLE VIII FEES AND CHARGES

Section 1 Before becoming a member each applicant shall pay his or her pro rata share of the annual amount determined as necessary for maintenance and capital improvements in accordance with Article IV, Section 3.

Section 2 Payment of the foregoing charges shall entitle each member to full membership privileges, including the use of water, airport, and other facilities of the Association, for a period of one year, and in consideration of membership herein each member waives any right of action or claim of right of action individually or collectively which might result from denial of such member by the Association of the benefits of membership.

Section 3 The Board of Governors may fix higher rates for use of water for any member requiring greater service than an ordinary dwelling unit.

Section 4 The right is reserved by the Board of Governors to make additional assessments as may be necessary for payment of the obligations of the Association; provided, however, all Capital Assessments shall be subject to the approval of the members in accordance with the voting procedures set forth in Article VII hereof.

Section 5 All matters connected with the service rendered by this Association or the rates charged, and the status of properties and members, shall be first referred to the Board of Governors.

Section 6 The fiscal year of the Association shall be from Oct 1 of one year to Sept 31 of the following year.

- Section 7 Any funds arising from the operation of the Association shall be considered surplus only after the payment of all obligations, expenses or construction, maintenance, repair, provision for depreciation and other costs or expenses, according to sound accounting practices. Books of the Association shall be kept under the supervision of a certified public accountant who shall prepare a financial report each year, to be presented at each annual meeting of the members.
- Section 8 Any surplus shall be held as a reserve, to apply towards future expenses, in such sum as the Board of Governors may fix.
- Section 9 All assessments shall be paid to the Association at its office within 60 days after the mailing of notice of such assessment to the member and the amount of each assessment and the amount of any other delinquent assessments, together with all expenses, attorney's fees and costs reasonably incurred in enforcing same shall be paid by the member, and shall be a lien upon the lot or tract subject to said assessment and the corresponding membership, superior to any and all other liens created or permitted by the owner of such lot or tract and enforceable by foreclosure proceedings in the manner approved by law for the foreclosure of mortgages, deeds of trust or liens upon land.
- Section 10 Assessment policy for Maintenance Assessments and Capital Assessments effective the fiscal year beginning June 1, 1984 and each year thereafter;
- (a) An improved lot will be subject to a full assessment. An improved lot is one that has a water service connection.
- (b) An unimproved lot will be subject to one-half of a full assessment. An unimproved lot is one that does not have a water service connection.
- Section 11 Members shall observe all state and local building regulations pertaining to new Construction and to modifications of existing structures. Any construction requiring a San Juan County Building Permit must be approved by the Board of Governors in accordance with the BIC.
- Section 12 Each member desiring water service shall, in addition to all other charges, fees and rates required herein, pay individually all costs of installing connections to his or her property and the same may be installed only in accordance with the requirements and orders of the Board of Governors.

ARTICLE IX PROPERTY AND EQUIPMENT

- Section 1 The property and equipment owned and maintained by the Association includes but is not limited to the Property Manager's residence, airport landing strip, taxi-way, tie-down area, buffer strip, tennis court, all roads (except private) as designated on the Plat; the Fire House and underlying land; all water lines and easements in connection therewith from Horseshoe Lake to the Plat; including all pumps, tanks, water treatment system, buildings housing the equipment, easements for water lines both inside and outside the Plat, water rights to draw water from Horseshoe Lake, Parks at Driftwood Beach & South Runway, recycle center, and the 40' Beach access lot. Section 2 The membership shall be governed by, and the Board of Governors shall enforce, the procedures and regulations found in the BUFFER STRIP RULES approved July 6, 1991, and as amended from time to time. Said Buffer Strip Rules and Amendments shall be recorded in San Juan County, and become a part of these by-laws.

ARTICLE X RULES

The membership shall be governed by, and the Board of Governors shall enforce, the covenants and restrictions found in the Blakely Island Covenants dated June 1, 1995 and as amended from time to time. Such covenants and restrictions are to run with the land and become a part of these by-laws.

ARTICLE XI

MISCELLANEOUS

- Section 1 These by-laws may be amended, repealed or added to by the Board of Governors or the membership, subject to the right of the members by an affirmative vote of a majority at a regular meeting to approve or disapprove any amendment recommended by the Board of Governors. The President or Secretary of the Association may prepare, execute, certify and record any approved amendment to these by-laws, the Articles of Incorporation or any other governing documents of the Association.
- Section 2 The Association may have a seal bearing the inscription "Blakely Island Maintenance Commission."
- Section 3 Reference made in these by-laws to "members" or "owners" shall refer to those who, in accordance with Article IV, Section 1, meet the requirements of being a member of this Association.
- Section 4 A copy of these by-laws shall be made available to all members and the books and financial records of the Association shall be open to members at all reasonable times.
- Section 5 **Parliamentary rules.** In the event of any dispute regarding the parliamentary procedure for any meeting, the Secretary of the Association may refer to the most current available edition of Robert's Rules of Order when not in conflict with the BIC's or the Association's governing documents. The failure by the BIMC to adhere to Robert's Rules of Order does not invalidate any meeting or other action.
- Section 6 The Association shall indemnify every officer of the Association, every member of the Board of Governors, and every member of an Association committee, and his or her heirs, executors and administrators against all expenses and liabilities, including attorneys' fees, reasonably incurred by or imposed in connection with any proceeding to which he or she may be a party or in which he or she may become involved by reason of holding or having held the position of Board member, officer, or member of an Association committee, or any settlement thereof, whether or not he or she holds such position at the time such expenses or liabilities are incurred, except to the extent such expenses and liabilities are covered by insurance and except in cases wherein such person is adjudged guilty of willful misfeasance in the performance of his or her duties; provided that, in the event of a settlement, the indemnification shall apply only when the Board approves such settlement and reimbursement as being for the best interests of the Association. Nothing contained herein shall be deemed to obligate the Association with respect to any duties or obligations assumed or liabilities incurred by him or her as a member of the Association.
- Section 7 To the extent there are any differences between the terms of these by-laws and the BIC, or in the event there exists any ambiguity between the provisions of these by-laws and the BIC, the provisions of the BIC shall control and be determinative of any inconsistency.

BLAKELY ISLAND MAINTENANCE COMMISSION

COVENANTS

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BLAKELY ISLAND COVENANTS

June 1, 1995

Filing # 95063011

WHEREAS, the parties to this instrument are the owners of all property in the San Juan Aviation Estates, a subdivision of a portion of Blakely Island in San Juan County, Washington; and

WHEREAS, the said San Juan Aviation Estates was designed, platted, and is maintained as a quality single-family residential community; and

WHEREAS, it is to the advantage of all present and future owners of lots and tracts in the San Juan Aviation Estates that the use, construction, occupancy and disposition of all lots and tracts, be subject to the restrictions and covenants set forth in the following paragraphs;

NOW, THEREFORE, in consideration of the benefits provided to each owner from the imposition of restrictive covenants set forth in the following paragraphs, each of the owners does join in and adopt these covenants and does specifically consent and agree that each and every lot and tract within the San Juan Aviation Estates in which he or she shall have any interest at law or in equity, shall be bound by these covenants and restrictions, which shall run with the land and be binding on all successor's in interest and title.

THE OWNERS AGREE AS FOLLOWS:

1. Effective Date and Revocation of Prior Restrictions

The effective date of the Blakely Island Covenants (hereinafter referred to as BIC) is July 1, 1995. The BIC supersedes any and all prior Imposition of Restrictions and amendments thereto, and all prior Imposition of Restrictions and amendments thereto are hereby revoked in their entirety as of the effective date of the BIC.

5.4.1

2. Enforcement. Term and Amendments

A. Enforcement. The restrictions and conditions contained in the BIC are established as a part of a general improvement plan for the benefit of all present and future owners of tracts or lots in the San Juan Aviation Estates; and as such, the same may be enforced by any owner of any tract or lot within such subdivision against any other tract or lot owner.

B. Term. The covenants, conditions, restrictions, and reservations of this BIC shall run with and bind the land subject to the BIC from the date the BIC is recorded for a period of twenty (20) years and six (6) months, or until December 31, 2015, whichever date is longer in duration; provided, however, that in the event the BIC has not been renewed, extended, or amended by December 31, 2015, then this BIC shall automatically be extended until such time as the BIC is renewed, extended, or amended; and further, provided, however, that this BIC may be amended from time to time as provided below.

C. Amendments. The restrictions and conditions herein imposed may be amended, renewed, or extended in whole or in part, at any time or at once, by written instrument duly executed and acknowledged by the owners of not less than two-thirds (2/3) of all of the lots or tracts included within the recorded plat of the San Juan Aviation Estates at the time of the vote on the amendment. Any such amendment shall be placed on record with the County Clerk of San Juan County and shall be, from the date of such record, binding upon all of the tracts or lots in said San Juan Aviation Estates, and also on all of the owners of all of such tracts and lots. Any change in use of a lot or plat and any future addition to the San Juan Aviation Estates must comply with this paragraph, except those parcels referenced in paragraph 12(D).

5.4.2

3. Definitions

When referred to in the BIC, the following definitions shall apply:

- A. "BIMC Assessed Lot" shall mean and refer to all lots or parcels in the San Juan Aviation Estates that pay either a whole or one-half assessment imposed and levied by the Blakely Island Maintenance Commission.
- B. "BIMC" shall mean and refer to the Blakely Island Maintenance Commission, Inc., which is the corporation charged with the responsibility of providing maintenance and operation for the San Juan Aviation Estates.
- C. "Board" shall mean and refer to the Board of Governors of the Blakely Island Maintenance Commission, Inc.
- D. "Capital expenditures" are expenses for equipment or for improvements to property which are not maintenance costs and refer primarily to acquisition of new property or assets of a capital nature with a useful life exceeding one year.
- E. "Entity" shall refer to any trust, partnership, corporation, association, or joint venture which shall be subject to the provisions of paragraphs 5B and 5C, as well as the other provisions of the BIC, and shall include only one family. This definition shall not include reference to the BIMC.
- F. "Family" shall mean and refer to immediate family.
- G. "Guest" is any person who is not a member of the BIMC.
- H. "Immediate family" shall refer to and include parents and lineal descendants of owners.
- I. "Lot" or "Tract" shall mean and refer to each separate plot of land recorded with the San Juan County Auditor.
- J. "Member" or "BIMC member" shall mean and refer to the individual or family who is a member of the BIMC.
- K. "Owner" shall mean and refer to the record title holder of one or more lot(s) or tract(s) in the San Juan Aviation Estates.
- L. "Single-family residence" shall mean and refer to a residence constructed, maintained, and occupied as a residence for one family and temporary guests.
- M. "Upper Island" shall mean and refer to all Blakely Island property containing easement rights conveyed by the Non-Exclusive Easement recorded under San Juan County Auditor File Number 83996.
- N. "Voting member" shall mean and refer to the designated member from the family or entity that has the voting rights for that family in the BIMC.

5.4.3

4. Commercial Tracts and Lots

The following lots, tracts, and/or improvements of the San Juan Aviation Estates may be used for business or commercial purposes, and are expressly excepted from the limited residential restrictions contained in Paragraph 5(A); provided, however, that nothing in this exception shall be deemed to permit multifamily residential use on any such commercial parcels. Except as specifically related to the restricted residential use of lots contained in Paragraph 5(A), commercial lots or tracts must otherwise adhere to the remaining provisions of Paragraph 5 and all other provisions of the BIC.

- A. Runway and owner airplane parking strip. (These parcels are subject to the provisions of paragraph 12[D].)
- B. The tract made up of the marina, store, dock, and its parking area.

- C. The tract consisting of lots 57, 58, 59, 77, 78, and 79 shall be used exclusively for construction and use as hangars for private airplanes or parking of vehicles or airplanes.
- D. Lots 143 through 155, inclusive, may be used for commercial or business purposes; provided, however, that Lot 143 will have a 15-foot buffer strip between it and Lot 142 in which no trees and vegetation shall be removed without consent of the owners of Lot 142. If any of these lot(s) is used for residential purposes, the use shall then conform to all other residential lots.
- E. Recycling Center subject to Buffer Strip Rules and Amendments.
- F. Water treatment plant and reservoirs.
- G. Tennis court and adjacent parking subject to Buffer Strip Rules and Amendments.
- H. Firehouse, post office, and BIMC shop.

5.4.4

5. Residential Lots

- A. Existing Residential Lots. Except as provided for in paragraph 4 above, or unless specifically referenced in this paragraph, all lots shall be exclusively developed and used for one private single-family residence. The following are residential lots:

A, B, C, D, 1 through 6; 8 through 15; 17 through 49; 49A, 49B, 49C; 50, 51, 52, 52A, 53, 53A, 54, 54A, 55, 55A, 56, 60, 61, 61A, 62, 62A, 63, 63A, 64, 64A, 65, 66, 67, 68, 69, 69A, 70, 70A, 71, 71A, 72, 72A, 73, 74, 74A, 75, 75A, 76, 80 through 142; 156, 158, 160, 161, 162, 163, SP-1, SP-2, Meadow J Tidelands, F9/F10; North Point 1 through 5.

- B. No residence may be constructed, remodeled, altered, or used for any form or version of a multifamily residence. Nothing in this paragraph shall prevent the construction of a guest house or other detached building, such as a garage or storage shed. No residence or guest house may be rented or leased without Board approval, except to a current BIMC member. No lot may be owned by more than one family or entity. If an entity other than a single family is the owner of any lot, the entity shall include only one family. Nothing in this paragraph shall prevent any owner from including, or transferring title to, other members of his or her immediate family as owners. No building or any part thereof erected on any of said residential lots or tracts, shall be used or occupied as a flat, apartment house, hotel, boarding or lodging house, hospital, sanitarium, store, market, service station, or any other business, commercial, or manufacturing purpose that adversely compromises the residential character of the plat or that is offensive to adjacent neighbors. No residence shall be owned, used, or maintained as a corporate retreat, time-share, or any similar use which is inconsistent with the specific intent that the use of each residence shall be exclusively for the purpose of housing one single family who are the owners of the lot. No trailer house, camper trailers, or temporary structures shall be erected, kept, or occupied upon any lot or tract. Recreational tents may be erected on an occasional overnight basis, but shall not remain erected for more than a seven (7) day period without prior written approval by the Board of Governors.
- C. Lots owned by more than one family at the time of adoption of the BIC may continue to be owned and jointly used as a single-family residence by the existing owners. The remaining provisions of paragraph 5 shall apply.

5.4.5

6. Additions to San Juan Aviation Estates

There shall be no additions of lots or amendment to the plat of the San Juan Aviation Estates, except as may be provided for in an amendment to the BIC pursuant to the provisions of paragraph 2(C).

5.4.6

7. Membership - Blakely Island Maintenance Commission

All persons owning any lot, tract, or portion of the San Juan Aviation Estates, or any person who is a contract vendee or successor owner of such property, shall be members of the Blakely Island Maintenance Commission, Inc. No lot may be purchased or contracted to a purchaser, nor sold by any owner of any lot or lots, unless and until said purchaser shall be accepted for membership in the BIMC. All applicants for membership shall be approved or disapproved by said corporation, acting reasonably and in accordance with the BIMC Bylaws. Membership in the BIMC shall be in the name of one single family or one entity. For voting purposes, each entity or member family shall designate one person as the "voting member" who shall cast all votes. Membership in the BIMC shall specifically be subject to the provisions of paragraph 15.

5.4.7

8. Construction and Improvements to Property

- A. No building upon any tract or lot, including those properties excepted from the residential area and as designated in paragraph 4 hereof, shall be constructed or remodeled until and unless the provisions of BIMC building restrictions and regulations have been met to the satisfaction of the Board and until the owner has received a letter from the Board determining compliance with such restrictions and regulations, and until the general plan thereof shall have been approved by the Board of Governors. All dwelling houses and all other buildings shall conform in all respects to the applicable building, sanitary, plumbing, and electrical codes of San Juan County and the State of Washington.
- B. The Board of Governors shall require each owner who requests approval to build or construct any residence or other structure, including but not limited to a garage, guest house, workshop, or storage facility, to submit to the Board detailed plans of the intended construction, including documentation demonstrating the maximum height and maximum width (including all overhangs, gutters, etc.); proposed setbacks; exact location of adjoining or neighboring residences; a description of the likely impact of the construction on the adjoining or neighboring property and views; and the percentage of coverage of structures on the subject lot. Prior to approval of the requested construction, the Board of Governors shall consider each of the above aspects of the requested construction and shall make or establish whatever adjustments or conditions to the construction request as they shall deem to be reasonable and appropriate to preserve and protect the use, views, and property values of properties adjacent to the subject property. Any approval of the requested construction shall be conditioned upon compliance with the adjustments or conditions imposed by the Board of Governors. Any requirement for conditions or adjustments imposed by the Board of Governors which is different from or at variance with BIMC building codes/restrictions shall be subject to an immediate appeal to owners pursuant to the voting procedures in paragraph 12.
- C. As of January 1996, all new roofs or re-roofs constructed on any dwelling or other structure in the San Juan Aviation Estates shall be fire-rated in accordance with the San Juan County Building Code and the class of fire rating shall be the highest fire-resistant rating that is reasonable for the subject residence without requiring significant structural changes.

5.4.8

9. Completion of Construction

No construction on any tract or lot shall be left incomplete in the course of construction and, once construction has been commenced, it shall be expeditiously carried to exterior completion in accordance with the approved plans and specifications. The exterior construction shall proceed without interruption and be completed within eighteen (18) months from the date the schedule will be adjusted to include additional days for those which have been documented to be stalled for reasons beyond the control of the owner. In the event of strikes, unavailability of materials, fire, acts of God, or other similar causes which are entirely beyond the control of the owner, the Board shall have the right to extend the completion date for a single six (6) month period upon a showing of good cause by the property owner. Shortage of funds with which to complete any construction shall not be recognized as good cause or a cause beyond the control of the owner.

5.4.9

10. Rubbish and Debris - Unsafe Conditions

No rubbish, trash, debris, unsightly or offensive materials or items shall be allowed or permitted to accumulate on any lot or tract, nor shall such items be allowed to remain exposed to public view. No condition which creates a hazard or is unsafe to the public or adjoining property owners shall be permitted to exist or accumulate on any tract or lot. The Board shall have the power to determine and identify any such items that they, in their discretion, shall determine to be precluded by this paragraph.

5.4.10

11. Board of Governors

A. Election - Term.

- (1) The Board of Governors shall consist of seven (7) members and shall be the same Board of Governors elected by the Blakely Island Maintenance Commission, a corporation authorized and existing under the laws of the State of Washington, and shall be elected from the owners of the lots or tracts of said San Juan Aviation Estates by an election to be held on said subdivision on a Saturday nearest in time to the Fourth of July of each year at a time and place designated to the BIMC members in writing by the Board of Governors at least thirty (30) days in advance of said Saturday. The election of the Board of Governors shall be as provided for in paragraph 12.
- (2) The term of office of each Board member shall be for three (3) years.

5.4.11

B. Powers and Duties - General. The Board of Governors shall have power to determine and pass upon the matters delegated to them in the BIC. In addition, they shall have the following powers with reference to the said San Juan Aviation Estates:

- (1) To levy assessments for operating and maintenance expenses, and to collect such assessments upon owners of the properties contained in such plat in accordance with the BIC and the BIMC Bylaws and Articles of Incorporation. The San Juan Aviation Estates plat, or any assessed lot or tract thereof, shall be subject to any liens assessed by the BIMC.
- (2) To have the power, through the BIMC, after approval of its members, to incur indebtedness on behalf of the BIMC, to finance said improvements and to maintain the same. The plat of San Juan Aviation Estates and the property contained therein shall be subject to the control and management of the BIMC in the manner described in this BIG, and in accordance with the BIMC Articles of Incorporation and Bylaws and the mandate and approval of its members .
- (3) Through the BIMC, after approval of its members, to acquire and own real or personal property, within, contiguous or adjacent to the plat of San Juan Aviation Estates, and to levy assessments against the owners of assessed lots or tracts for the payment of the acquisition price, taxes and costs of maintenance of the real or personal property; provided, however, that such property must be reasonably necessary for BIMC use and benefit.
- (4) On behalf of the BIMC, after approval of its members, to execute easements, licenses, conveyances and other legal documents to carry out the business interests of the BIMC.

5.4.11

C. General Enforcement Provisions and Penalties. The owners recognize that the provisions of the BIC must be followed by all owners in a timely and reasonable manner in order for there to be benefit to all owners for imposing these covenants. Therefore, the owners grant to the Board the following powers, in addition to those powers set forth in Paragraph 11B above. In the event that the Board of Governors determines that there is an existing violation of the terms of the BIG, the Board shall have the following powers and shall proceed accordingly:

To notify the owner of the violation and request the owner to remedy the violations within a stated and reasonable period of time; the owner shall within a reasonable time either remedy the condition or contact the Board with any explanation or extenuating circumstance which is believed to affect the subject matter of the Board's notice.

In the event the owner fails to comply with the request identified in paragraph 11(C)(1), above, and if the Board has not granted an extension of time for such compliance, the Board shall provide written notice to the owner, by Certified Mail with Return Receipt Requested, of a formal demand to remedy the violation by a stated reasonable deadline and describing in detail the action to be taken by the Board if the violation is not remedied by the stated deadline. The options which shall be available to the Board to remedy the violation in the event of the failure of the owner to remedy the violation shall include the following:

- (1) Imposing a reasonable monetary daily penalty for failure to comply with the notice. The amount of the reasonable daily penalty shall be determined by the Board, taking into consideration the seriousness of the violation and the urgency for compliance; and shall not be punitive in nature; and/or
 - (2) Commencing litigation designed to secure compliance of the remedy. In the event litigation is commenced, the owner who is in violation shall be obligated to pay all costs of such litigation, including the payment of reasonable attorneys' fees.
 - (3) If approved and provided for by court order, to complete the work necessary to obtain compliance of the remedy, either by using the service of employed personnel or outside contractors. In any event, the owner shall be charged the reasonable value of the cost of remedying the violation and the owner shall be charged with interest on the unpaid balance at the rate of 12 percent (12%).
 - (4) In the event the owner fails to pay the costs, penalties or charges as referenced in sections 11(C)(2)(a), (b), (c) above, the Board shall have the right to file a lien on the owner's property to secure payment of the obligation;
 - (5) In the event the lien referenced in the immediately preceding paragraph section 11(C)(2)(d) is not paid and satisfied within six (6) months, the Board shall consider foreclosure on the lien to satisfy the obligation.
 - (6) In order to ensure that the Board has funds available to enforce the compliance of remedies or violations, the Board shall have the right to use any emergency or contingency funds available to the BIMC to fund enforcement proceedings.
 - (7) The Board shall at all times have the ability to determine that an extreme and emergency circumstance exists which requires the immediate correction of a violation in order to maintain reasonable safety for persons on the plat. In such circumstances, the Board may identify such emergency, attempt to notify the owner by telephone, and may correct the violation or condition without further notice at the owner's expense.
- D. Hold Harmless and Indemnity. In consideration of the Board of Governors' service on behalf of the owners, the owners hereby hold the Board of Governors harmless for any and all liabilities they might incur while serving in their capacity as a Board member. Further, the owners agree to indemnify any Board member who shall become liable for any damages as a result of his or her service as a member of the Board of Governors. This agreement to hold harmless and indemnify the Board of Governors shall include the cost of reasonable attorneys' fees incurred by the Board member, but shall not include any agreement or obligation to hold harmless, indemnify, or pay attorneys' fees for any Board member for any illegal act, intentional wrongdoing, malicious act, or for Libel and slander, if in fact such determination is made by a trier of fact.

12. Voting and Election Procedures

- A. Except as provided for in paragraph 2©, each voting member shall have one vote in the corporation for each lot or tract owned by the BIMC member that is currently paying a whole or one-half (1/2) assessment in the San Juan Aviation Estates, PROVIDED, HOWEVER, that if any assessment to the San Juan Aviation Estates is in arrears as of the date of the vote, the right to vote for that parcel shall be suspended and void for that election and any future election until the assessment is paid in full.
- B. If any lot(s) or tract(s) is held jointly by two or more persons or entities, and if BIMC assessments are being paid on said lot(s) or tract(s), the owners of the lot(s) or tract(s) shall be entitled to a single vote and in the event of such joint ownership, the joint owners shall designate one person as the "voting member."
- C. A majority vote of those present or by proxy and eligible to vote pursuant to paragraph 12(A) above shall be required to pass any issue and these procedures shall apply to, but shall not be limited to, election or removal of the Board of Governors, capital assessments, maintenance assessments, and all other general business matters requiring voting by mail or at any meeting of the BIMC; provided, however, that a quorum must exist of those present in order to pass any issue.
- D. The parcels and property designated and used for runway and owner airplane parking strips, described in paragraph 4(A), shall not be changed from its existing airplane use, except by a written instrument duly executed and acknowledged by the owners of not less than eighty percent (80%) of all BIMC lots or tracts within the San Juan Aviation Estates which are recorded with the County Auditor at the time of the vote. Any other change in use of a lot or plat and any future addition to the San Juan Aviation Estates must comply with paragraph 2(C).
- E. Any issue that can be voted on in-person can also be voted on by mail. If the vote is to be conducted by mail, the Board or BIMC member shall mail all written material concerning the issue, including an appropriate ballot and a stamped return envelope, to each voting member at least thirty (30) days prior to the deadline for counting the votes. The Secretary of the Board shall keep all written ballots for at least two years.

5.4.12

13. Assessments

The assessments provided for in subsection II(B)(7) hereof, together with such interest thereon and costs of collection as are hereafter provided, shall be a charge upon the land and shall be a continuing lien, running with the land, upon the lot or lots against which such assessment is made.

If any assessment or installment thereof authorized to be levied pursuant to this section is not paid within thirty (30) days after the last day of the calendar month in which notice of collection thereof is mailed to the owner by the corporation, it shall bear interest at the rate of twelve percent (12%) per annum, from the date thereof, and the corporation, through its Board of Governors, may bring an action at law against the owner personally obligated to pay the same and/or may institute an action to foreclose the lien against the property subject to assessment, and there shall be added to the amount of such assessment all costs and expenses in connection with such suit, and also a reasonable sum as attorneys' fees, which sums shall be included in any judgment or decree entered in such suit.

5.4.13

14. Right of First Refusal

- A. If any owner of any tract within the San Juan Aviation Estates shall propose to sell such tract, whether improved or unimproved, the owner shall, before selling or agreeing to sell the same to any third person, offer the same in writing over his or her signature to the Blakely Island Maintenance Commission, at the price and terms for which he or she is willing to sell; and such offer shall remain open for acceptance and consummation of sale and purchase for a period of thirty (30) days following the date of offer, during which period, if the offer be accepted, such proposed seller shall be obligated to complete the sale upon

the acceptance of his or her offer. If the offer be not accepted within such thirty (30) day period, such proposed seller shall be at liberty to sell to a third person. The exercise of the right of first refusal by the BIMC shall, at all times, be subject to the provisions of paragraph 15 and shall only be exercised if the parcel is reasonably necessary for the business of the BIMC.

- B. Any property owner may apply to the Board of Governors for a waiver of paragraph 14(A) at any time. Such a waiver shall not exceed a period of three years for each application. The Board shall respond in a timely manner but must approve or disapprove such a waiver within ninety (90) days of receiving the application. Any disapproval of a waiver application must be accompanied by an explanation of a reasonable basis for the applicant's parcel to have a potential specific benefit to the BIMC. Should the applicant receive an acceptable offer from a purchaser within the 90 day response period and prior to the Board approving such a waiver, paragraph 14(A) will take precedence and the waiver will be denied.

5.4.14

15. Discrimination

Discrimination shall not be allowed in the San Juan Aviation Estates. Any business established upon any lot or tract herein, or hereafter authorized to be used for business purposes, shall be required to furnish its services, upon receipt of appropriate fees or charges, to all persons regardless of race, color, creed, gender, disability, sexual preference, or place of residence or ownership on Blakely Island. Membership in the BIMC and all BIMC business shall be subject to the intent and requirements of this paragraph.

5.4.15

16. Upper Island Easement

The BIMC, the members thereof, and every record title holder of any lot or lots in the San Juan Aviation Estates has an easement for use of certain portions of the upper island pursuant to the Non-Exclusive Easement dated November 10, 1973, and Exhibit 1 thereto (The Corrective Deed), recorded under San Juan County Auditor's File Number 83996. Guests of BIMC members are not permitted or authorized to use the upper island easement area without being accompanied by a member.

The owners and BIMC members recognize that the provisions of this easement grant to the BIMC the power to cancel the easement to any of its individual BIMC members should a material violation of the restrictions contained therein occur as a result of the act or acts of any individual BIMC member or members. Therefore, the owners and BIMC members grant to the Board of Governors the following powers, in addition to those set forth in paragraph 11 above.

In the event the Board of Governors determines that there is an existing violation of the terms of the Non-Exclusive Easement or the BIMC Upper Island Rules, the Board shall have the following powers:

- A. Notify the owner or BIMC member of the violation and request the owner or BIMC member to remedy the violation within a stated and reasonable period of time.
- B. Restrict the owner or BIMC member from a portion or all of the upper island for a specified period of time not to exceed twelve (12) months.
- C. To indefinitely suspend the easement privileges granted to any of its individual owners or BIMC members should a material, repeated, and flagrant violation of the restrictions occur. Any such indefinite suspension shall automatically be subject to an appeal to the BIMC members at the next annual BIMC meeting. A majority vote of those attending the meeting and eligible to vote pursuant to the provisions of paragraph 12 shall be required to reverse, alter, or change the terms of the indefinite suspension ordered by the Board of Governors.

5.4.16

17. Consolidation of Lots

Adjacent lots may be joined or consolidated together to establish fewer residential lots after obtaining approval of the Board. No consolidation shall be allowed of two or more lots where there already exists a residence on each lot after the effective date of the BIC, unless one of the residences is designated as a guest house. Once the appropriate deeds and legal descriptions of the revised property lines of the consolidated lots are secured and recorded, the property owner shall then be subject to assessments and voting rights consistent with the revised number of lots which exist after the consolidation. Any attempt to thereafter separate or divide the lots must comply with the provisions provided for any other additions to the plat.

5.4.17

18. Pets and Animals

Except for household pets, no animals, including horses, rabbits, or other farm animals, shall be kept or maintained upon any of said tracts or lots in said San Juan Aviation Estates.

5.4.18

19. Variance

Variance from the exact provisions hereof may be granted by a majority of the Board of Governors in instances where, in their opinion, a particular hardship or good cause may exist, provided that no such variance shall be granted unless approved in writing over the signatures of adjacent lot owner/owners impacted by the variance and owners of at least one-half (1/2) of the tracts or lots lying, or any part or parts of which lie within three hundred (300) feet from and parallel to each of the boundary lines of the tract or lot for which a variance is desired. If variance is granted, the same shall be reduced in writing in exact detail, shall carry the signatures of approval of the required minimum of lot owners within the prescribed distance and the approval over their signatures of the majority of the Board of Governors, and shall be filed and recorded with the County Clerk of San Juan County, Washington. If a variance is granted, it is the owner's responsibility to ensure that it is recorded with the County Clerk.

5.4.19

20. Inconsistent Provisions

To the extent that there are any differences between the terms of the BIC and the BIMC Articles and/or Bylaws of BIMC, or in the event there exists any ambiguity between the provisions of the BIMC Articles and/or Bylaws and the BIC, the provisions of the BIC shall control and be determinative of any inconsistency.

5.4.20

21. No Waiver

In the event one or more of the provisions or requirements imposed by the BIC are not followed, whether through an act of omission or commission, this shall not be a waiver of any other provision of the BIG, and further shall not be a waiver of the future application of such provision to all property contained within the San Juan Aviation Estates.

5.4.21

22. Severability

In the event one or more terms or provisions of the BIC is determined to be void or unenforceable, such determination shall have no effect whatsoever on the remaining terms and provisions of the BIG, which shall remain in full force and effect.

5.4.22

DATED this first day of June, 1995.
MICHAEL E. BRUSTKERN
President - BIMC Board of Governors

BLAKELY ISLAND MAINTENANCE COMMISSION

ARTICLES OF INCORPORATION

Amendments to the BIMC Articles of Incorporation

Considered by the Board of Governors

March 10, 2011

First Amendment. Article I is amended in its entirety as follows:

“This corporation (the “Corporation”) was initially formed as a nonprofit corporation under Chapter 24.04 RCW, the statutory provisions governing nonprofit corporations in effect in 1961. The Corporation is now therefore a nonprofit corporation governed by the current Washington Nonprofit Corporation Act, Chapter 24.03 RCW.”

Second Amendment. Article II is amended in its entirety as follows:

“The name of the Corporation is Blakely Island Maintenance Commission, and its principal place of business shall be Blakely Island, Washington. Its duration shall be perpetual.”

Third Amendment. Article III is amended in its entirety as follows:

“The Corporation is organized to act as a homeowners association pursuant to the Washington Homeowners’ Associations Act, Chapter 64.38 RCW, as amended (the “HOA Act”), for the operation of that certain residential subdivision known as San Juan Aviation Estates in San Juan County, Washington. The Corporation may perform all functions of a homeowners association set forth in the recorded Blakely Island Covenants (as may be amended from time to time, the “BICs”), the Corporation’s By-Laws (as amended from time to time, the “By-Laws”), and the HOA Act. The Corporation may engage in all such activities as are incidental or conducive to the attainment of the objectives of the Corporation and all other lawful business or activity permitted under the Washington Nonprofit Corporation Act, as may be amended from time to time. The Corporation is intended to be a Homeowners Association as that term is used in Section 528 of the Internal Revenue Code of 1986 (as amended from time to time). No part of the Corporation’s net earnings may inure to the benefit of any private member or individual. No part of the Corporation’s assets may be used in any manner, and the Corporation may not participate in any activity, that would cause the Corporation to cease to qualify as an exempt organization under Section 528 of the Internal Revenue Code.”

Fourth Amendment. Article IV is amended in its entirety as follows:

“The Corporation shall have and its business affairs shall be conducted by a board of seven (7) directors, which may be referred to in the By-Laws and/or the BICs as the “Board of Governors.” The names, titles, and addresses of the current board of directors are as follows:

“The Corporation shall have and its business affairs shall be conducted by a board of seven (7) directors, which may be referred to in the By-Laws and/or the BICs as the “Board of Governors.” The names, titles, and addresses of the current board of directors are as follows:

Sally Elliman, President
758 Marine Drive
PO Box 5342
Blakely Island, WA 98222

Jim Fergus, Treasurer
135 Marine Drive
PO Box 5298
Blakely Island, WA 98222

Roger Brown, BCF Liaison
876 Marine Drive
Blakely Island, WA 98222

Barb Sullivan, Property Mgr
384 Eagle Bay Road
Blakely Island, WA 98222

Doug Davidson, Water Comm.
159 Marine Drive
Blakely Island, WA 98222

Jim Dovey, Roads Comm.
59 Blakely Drive
Blakely Island, WA 98222

Bob Breidenthal, Fire & Waste Comm.
22 Spencer Road
Blakely Island, WA 98222

Fifth Amendment. Article V is hereby amended in its entirety as follows:

“The Corporation shall have all of the powers prescribed in RCW 24.03.035 and the HOA Act, and generally do all things necessary and proper to carry out the purpose of its creation, as any individual might do, all in accordance with the laws of the State of Washington.”

Sixth Amendment. A new Article VI is added to read as follows:

“The Corporation may be dissolved in accordance with the provisions of the Washington Nonprofit Corporation Act; provided, however, that the Corporation shall not be voluntarily dissolved until the BICs have been terminated of record in accordance with the terms of the BICs. Upon voluntary dissolution, the Corporation will distribute its assets to its members in good standing at the time of such dissolution or to one or more organizations engaged in activities substantially similar to those of the Corporation. If the Corporation is involuntarily dissolved, or if the Corporation is voluntarily dissolved but the BICs remain in effect, the Corporation shall automatically be succeeded by an unincorporated association of the same name and having the same purposes. All assets, property, powers, and obligations of the Corporation existing prior to such dissolution shall thereupon automatically vest in the successor unincorporated association.”

Seventh Amendment. A new Article VIII is added to read as follows:

“The street address of the Corporation’s registered office and the name of its initial registered agent at that address is:

Cheryl Burkhart
6325 319th St NW
Stanwood, WA 98292”

March 10, 2011

In accordance with the Washington Nonprofit Corporation Act, the following actions are taken by the Board of Governors of Blakely Island Maintenance Commission, Inc., a Washington nonprofit corporation (the Association”), at a meeting on March 10, 2011 at 7:00 p.m.

Amendment to the Articles of Incorporation

RESOLVED, that, in accordance with RCW 24.03.165, the Board of Governors directs that the amendments to the Articles of Incorporation of the Association set forth on the attached Exhibit A be submitted to a vote of the members having voting rights for approval.

RESOLVED, that following approval of the amendments to the Articles of Incorporation by two-thirds of the voting members, the President of the Board of Governors shall file the amended Articles of Incorporation with the Washington Secretary of State.

Amendment to the By-Laws

RESOLVED, that, in accordance with Article XI, Section 1 of the Association’s Bylaws, the Board of Governors recommends that the amendments to its By-laws set forth on the attached Exhibit B (“Amendment to By-Laws”) be approved and submitted to a vote of the members having voting rights for adoption.

Restatement of the By-Laws

RESOLVED, that in accordance with Article XI, Section 1 of the Association's Bylaws, the Board of Governors recommends that the Restated Bylaws attached as Exhibit C, which incorporate all of the amendments set forth on Exhibit B, be approved and submitted to a vote of the members having voting rights for adoption. A redline version of the By-Laws is also attached as Exhibit D to assist the Board in understanding the affect of these amendments.

General Authority

RESOLVED, that the appropriate officers of the Association are authorized to sign and deliver all documents and to take or cause to be taken all other acts on behalf of the Association that they deem necessary or appropriate to effect and carry out the intent of the above resolutions.

RESOLVED, that all acts previously taken by any officer of the Association on behalf of the Association to effect and carry out the intent of the above resolutions are approved, ratified, and confirmed, provided the acts were not inconsistent with the Association's Articles of Incorporation or By-laws, the Washington Nonprofit Corporation Act, or any other applicable law.

BUFFER STRIP RULES

1. **PURPOSE.** One of the unique features of the Island is the Buffer Strip. The special qualities of this area make it vital that any additional use of the Buffer Strip be planned so that the prime concern is the preservation of the present natural environment. They must be preserved for now and future generations because they cannot be reproduced. Accordingly, the residents of Blakely have voted these restrictions for the purpose of conserving the natural systems and coordinating any future encroachments into the Buffer Strip.
2. **OWNERSHIP.** The Buffer Strip is owned by the Blakely Island Maintenance Commission, Inc. (BIMC). Accordingly, the Buffer Strip is part of the assets of BIMC which are owned by its members through their corporate stock.
3. **DEED RESTRICTION.** The Buffer Strip was acquired by the BIMC from Floyd Johnson on April 1, 1970, and recorded in San Juan County on January 31, 1977 under Index No. 95084. The Statutory Warranty Deed states in part, "The entire area sold is to continue to remain as its principal function, a Buffer Strip or Green Belt between the plat of San Juan Aviation Estates and the property of Georgia Pacific Company."
4. **LOCATION.** That portion of sections 28, 32 & 33 in township 36 North range 1 West W.M., in San Juan County, Washington, described as follows: See Exhibit A attached hereto and by this reference incorporated herein.
5. **EXISTING CONDITIONS.** Due to conditions existing prior to the purchase of the Buffer Strip, and actions previously authorized by the BIMC, the following facilities are exempt from these restrictions:
 - A. Water Treatment Plant. This facility includes two reservoirs and a water treatment plant. It is recognized that at some time in the future it may be expanded and/or updated.
 - B. Tennis Court. The existing single tennis court and its adjacent parking is permitted as it now exists. It is recognized that it may need to be refurbished due to normal wear and tear.
 - C. Roads.
6. **PERMITTED USES.**

In the Buffer Strip the following uses only are permitted upon majority approval of the Board of Governors of the BIMC:

 - A. Underground water line, TV cables, and power lines.
 - B. Hiking trails that respect the natural vegetation and trees.
 - C. Cutting of down and dead trees for firewood by BIMC members at the location of the fallen tree (Requires specific approval from Board of Governors designee only).
 - D. Emergency activities to prevent the loss of life, damage to property, or the destruction of the natural ecosystem of the Buffer Strip. Said emergency activities shall be temporary in nature, and, if continuing, shall require at the next annual meeting approval of the membership as set forth in 8 below.
 - E. A temporary burn pile for storm debris at a location that does not require any further cutting or clearing of vegetation.
7. **PROHIBITED USES.** Unless authorized under Permitted Uses or approved Other Uses, all other uses are strictly prohibited. These Prohibited Uses include, but are not limited to, the following:
 - A. Removal of sand and gravel.
 - B. Dumping of any material, including trash, tree debris, household goods, septic sludge, garbage, or building material debris.
 - C. Starting any fires, except as provided in section 6 above.
 - D. Cutting, pruning, covering by fill, removing or damaging any vegetation, including but not limited to, live trees; except as required to maintain Existing Conditions or approved Conditional Uses.
 - E. Constructing any structure or improvement for any purpose.
 - F. Storage of vehicles, materials, or boats and/or boat trailers.
 - G. Motor vehicle traffic except on existing roads to transition the Buffer Strip, or as allowed in Section 6C, above.

8. OTHER USES. Other uses may be allowed in the Buffer Strip if the following conditions are met:

Notice of the proposed use is delivered to all members prior to the Annual Meeting as set forth in Article VII of the Articles of Association and the Bylaws:

Each member of the BIMC shall be entitled to one vote pursuant to the Articles of Association and Bylaws of the BIMC, Approval of the Use shall require a 2/3 approval of BIMC members. The vote shall be by written ballot and noted in the minutes of the Annual Meeting. 9, AMENDMENTS. Notwithstanding any provision to the contrary in the Bylaws, these Buffer Strip Rules may only be amended or repealed with an affirmative vote of 2/3 of the BIMC members.

Approved at the BIMC Annual Meeting, July 6, 1991,

San Juan County Record # 91175974, Official Record Volume 343, pgs.324-327

AMENDMENT ONE

To place the recycling center in the Buffer Strip at the previously cleared transfer site area of 120 feet by 130 feet, with no future intrusions southerly from that site in the buffer strip nor five hundred feet to the north of that site.(Approved at the Annual Meeting July 6, 1991 by a written vote of 80 in favor, one against,. see also Order Granting Motion for Summary Judgment, Auditor's File No. 90 2 05104 9, San Juan County dated April 27, 1992.)

EXHIBIT "A"

A parcel of land 600 feet in width commonly known as a buffer strip adjoining on the southerly and easterly sides of the plat of San Juan Aviation Estates. According to the plat recorded in Volume 1 of Plats, pages 105, 105-A and 105-B, with continuations of the southeasterly border of such area extended northeasterly to Puget Sound.

EXCEPT any portion thereof lying southerly of the northerly line of the Ledfors parcel, as described in the instrument recorded in Volume 22 of Deeds, page 466 and its extension easterly; and

EXCEPT those portions hereof described as follows:

Beginning at the Southerly termination of the line between lots 107 and 108 of Plat of said San Juan Aviation Estates, thence running generally Southeasterly in a straight line being a continuation of the line between lots 107, 108, 180 feet; thence Northerly and Easterly parallel to the Southerly line of lots 108, 109, 110, 111 and 112 of said San Juan Aviation Estates, 470 feet; thence Northwesterly to the Southeasterly corner of Lot 112 by the most direct line, thence Southerly and Westerly along the Southerly lines of said Lots 112, 111, 110, 109 and 108 to the point of beginning. Also excepted from this tract is a piece previously deeded to the Blakely Island Maintenance Commission on which is located the fire hall and more particularly described as follows: Beginning at a point on the Northeasterly corner of lot A112 and extending approximately 85 feet east, thence 100 feet Southwest, thence 60 feet to the Southeasterly corner of lot t112, thence 90 feet to the point of beginning.

**AMENDMENT TO
ARTICLES OF ASSOCIATION AND BYLAWS
OF THE BLAKELY ISLAND MAINTENANCE COMMISSION, INC.**

Article IX, Property and Equipment.

Section 2. The membership shall be governed by, and the Board of Governors shall enforce, the procedures and regulations found in the BUFFER STRIP RULES dated July 6, 1991, and as amended from time to time. Said Buffer Strip Rules and Amendments shall be recorded in San Juan County, and become a part of these bylaws.

San Juan County Record # 92180481, Official Record Volume 372, pg. 345.

NON-EXCLUSIVE EASEMENT

FLOYD O. JOHNSON and OLA L. JOHNSON, husband and wife, hereby convey and grant to BLAKELY ISLAND MAINTENANCE COMMISSION, a non-profit Washington corporation, and to the members thereof, and do grant and convey to each and every record title holder of any lot or lots in the recorded plat of the San Juan Aviation and Yachting Estates, including those presently owned by grantors, all as covenants running with the land, easements on certain property located on Blakely Island, San Juan County, Washington, all as described herein by Exhibit 1, denominated "Correction Deed" attached hereto and made a part hereof as though fully set out herein. The assessments hereinafter specified shall not enlarge the easements created in the "Correction Deed."

- (1) The easements shall be applicable to those portions of Blakely Island, San Juan County, Washington, which were conveyed to Puget Sound Pulp & Timber Co., a Delaware corporation, by corrective deed (Ex.1) from the grantors herein to said corporation, which corrective deed was dated May 20, 1958r and is recorded in Volume 29 of the Deed Records or the Auditor of San Juan County, Washington, and which portions of Blakely Island are now owned by Georgia Pacific Corporation as successor to Puget Sound Pulp & Timber Co. land particularly described in Ex. 1.
- (2) The easements herein shall, be perpetual provided that the Blakely Island Maintenance Commission shall have power to cancel the easement granted to any of its individual members should a material violation of the restrictions hereinafter set forth occur by reason of the act or acts of any individual member or members and should the Commission fail to act either to cancel or refuse to cancel for a specific period of time the easement of any individual member or members after a substantial violation of the restrictions within sixty (60) days after actual notice thereof, a majority or five members or more of the Commission may do so. And if both bodies fail to act within an additional 60-day period after actual notice of such substantial violation to either cancel or refuse to cancel for any specified period of time or permanently, then after written notice sent registered mail and addressed to the Commission at Blakely Island, the grantor, Floyd O. Johnson, may cancel or restrict such easement to such member or members, provided that this provision shall not be construed to give Floyd Johnson, his agents, heirs or assigns, power to cancel or restrict any easement herein given to the Blakely Island Maintenance, and further provided that such power of cancellation by Floyd O. Johnson shall be non-assignable and shall terminate at the time or his death or at the time any duly authorized administrative body or court shall declare him incompetent.
- (3) The easements herein granted are not exclusive and must be shared with Georgia Pacific Corporation and its successors, if any, in interest, and by such other persons, partnership or corporation to whom the grantors herein or their successors in interest may grant the sane to similar easements, or to whom they may convey the land, which is subject to the easements herein set forth, in whole or in part, but with the same restrictions as herein contained.
- (4) The easements now granted are those contained in Ex. 1, described as but not limited to:
 - (a) the right to construct, reconstruct, maintain, repair and use present and future facilities for the taking of water from the principal lakes generally known as "Spencer Lake" and "Horseshoe Lake" on Blakely Island for household and domestic irrigation uses, and the present marina and possible restaurant to be constructed on the plat;
 - (b) to take and use water from the said lakes for the purposes described in subparagraph (a) above;
 - (c) building, construct or reconstruct, maintain, repair and use water lines across the necessary portions of Blakely Island owned by Georgia Pacific Corporation or its successors in Interest for the purpose of conveying water to the points -of use with the right to go upon such property when necessary in the construction, maintenance repair and use of such waterline, including reconstruction.

- (d) to construct, reconstruct, repair, maintain and use power and communication lines upon and across the portions of Blakely Island now owned by Georgia Pacific Corporation or its successors in interest hereafter, with the right to go upon such property for the purposes of construction, reconstruction, repair and maintenance of such power and communication lines;
 - (e) to use the roads upon the portions Blakely Island now owned by Georgia Pacific Corporation or hereafter by Its successors in interest, both roads now in being and those which may hereafter be construction;
 - (f) to fish, swim and boat upon the lakes mentioned above;
 - (g) to build, construct, reconstruct, maintain and use upon the shores of said Lakes, dressing room facilities appurtenant to swimming and dockage facilities appurtenant to boating and picnicking;
 - (h) to hunt upon the portions of Blakely Island now owned by Georgia Pacific Corporation or hereafter by its successors in interest;
 - (i) to post the areas where hunting or fishing is permitted above against public use in the manner provided by law for hunting and fishing and against trespass. Both the grantors and grantees herein and their successors in interest shall have the right to enforce or procure the enforcement of prohibitions against public hunting, fishing and trespass in any lawful manner;
 - (j) to go upon the premises herein easements have been granted for the policing and enforcement of restrictions upon the easements herein granted.
- (5) All persons entitled to the use of the easements hereby granted shall and do hereby agree in the exercise and enjoyment of the same, to have due regard for the rights of others entitled to use such easements and all conduct must be lawful.
- (6) There shall be no smoking and no fires of any kind in the area in which these easements herein granted may be exercised.
- (7) All places shall be kept clean, no rubbish may be cast thereon and there must be no water skiing on either lake and no motors over 5-1/2 horsepower will be permitted.
- (8) Guests must be accompanied by Commission members at all times and places.
- (9) Fish caught must be kept counted and reported on forms provided. No bait or string trolls may be used in the lakes
- (10) No rifles or pistols may be used except legitimately in hunting.
- (11) All of the above restrictions set forth in preceding paragraphs (5) to (10) are accepted and agreed to by grantees in consideration of the granting of ,this easement and shall be considered as covenants running with both the land covered by this easement and all land within the recorded plat of San Juan Aviation Estates.
- (12) This grant of easement is given for and in consideration of the purchase by grantee owners of their properties in San Juan Aviation Estates and services and improvements upon said properties made by the grantee corporation and individual owners of properties within the San Juan Aviation Estates.

EXECUTED this day of . 19
 /s/ Floyd O. Johnson
 /s/ Ola L. Johnson

Recorded November 11, 1973 San Juan County. Doc. 83996

THIS DEED is given for the purpose of correcting that certain instrument executed by Floyd O. Johnson and Ola L. Johnson, his wife, on the 27th day of August, 1957 in favor of Puget Sound Pulp and Timber Co., a Delaware corporation, recorded in San Juan County, Washington, under Auditor's file No. 48285 in Volume 28, Page 553 of Deeds.

The Grantors, FLOYD O. JOHNSON and OLA L. JOHNSON, husband and wife, for and in consideration of Ten and No/100 Dollars (\$10.00) and other good and valuable considerations in hand paid, receipt whereof is acknowledged, convey and warrant to PUGET SOUND PULP AND TIMBER CO., a Delaware corporation qualified to do business in the State of Washington, its successors and assigns, the following described real property situate in San Juan County, Washington, to-wit:

FIRST:

The following uplands in Township 36 North, Range 1 West of the Willamette Meridian:

- In Section 21: Lot 11.
- In Section 26: Lot 1.
- In Section 27: All of said Section.
- In Section 28: All of said Section.
- In Section 29: Lots 1 and 2.
- In Section 32: Lots 1, 2, 3 and 4, except a tract of 5 acres more or less on the south end of Lot 1 conveyed to Anthony Ohlert by deed recorded in Volume 5 of Deeds, page 212, San Juan County Records.
- In Section 33: All of said Section.
- In Section 34: All of said Section, except the SE $\frac{1}{4}$ of the NE $\frac{1}{4}$.
- In Section 35: Lots 1 and 2; W $\frac{1}{2}$ of the SW $\frac{1}{4}$.

SECOND:

The following uplands in Township 35 North, Range 1 West of the Willamette Meridian:

- In Section 2: Lots 5, 6 and 6; SW $\frac{1}{4}$ of the NW $\frac{1}{4}$.
- In Section 3: All of said Section.
- In Section 4: Lots 1, 2, 3, 6 and 7; S $\frac{1}{2}$ of the NE $\frac{1}{4}$; N $\frac{1}{2}$ of the SE $\frac{1}{4}$; S $\frac{1}{2}$ of the SW $\frac{1}{4}$.

SAN JUAN COUNTY
 REAL ESTATE DEPARTMENT
 JUN 6 1958
 AMOUNT PAID
 COUNTY CLERK

INDEXED

Filed for record at the request of
 Puget Sound Pulp and Timber Co.
 MAY 28 1958
 A.D. 1958
 and recorded in vol. 28, page 553
 of the Deeds of San Juan County, Washington

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In Section 9: Lots 2 and 3;
E $\frac{1}{2}$ of the NE $\frac{1}{4}$.
In Section 10: Lots 1, 2, 3 and 4; **83996**
N $\frac{1}{2}$ of the NW $\frac{1}{4}$;
SW $\frac{1}{4}$ of the NW $\frac{1}{4}$.

Excepting from the above described and granted premises Parcels A and B and those portions of Parcels C, D and E, all as hereinafter described which are reserved in the Grantors as their property, unaffected by the conveyance of this Deed and which are hereinafter referred to as the "excepted premises".

EXCEPTED PREMISES

PARCEL A:

San Juan Aviation Estates, a platted subdivision of San Juan County, Washington, lying within portions of Government Lot 1, Section 32; Government Lots 1 and 2, Section 29; Government Lots 1, 2, 3 and 4, Section 28; Government Lot 11, Section 21; SW $\frac{1}{2}$ of the SW $\frac{1}{2}$ and the NW $\frac{1}{4}$ of the SW $\frac{1}{2}$, SW $\frac{1}{4}$ of the NE $\frac{1}{4}$, of Section 28; All in Township 36 North, Range 1 West of the Willamette Meridian according to the plat thereof filed of record with the Auditor of San Juan County on June 18th, 1955, and recorded in Volume 1 of Plats on page 105, 105 (a) and 105 (b).

PARCEL B:

A parcel of land 600 feet in width next adjoining on the southerly and easterly sides of the San Juan Aviation Estates with continuations of the southerly and easterly borders of such extended area to Puget Sound both to the South and to the East, less any portion thereof which lies in Government Lot 2 of Section 32, Township 36 North, Range 1 West of the Willamette Meridian.

PARCEL C:

A parcel of land extending inland 600 feet from the established high water mark of Puget Sound adjacent to Thatcher Bay in Section 4, Township 35 North, Range 1 West of the Willamette Meridian, except that portion thereof in Government Lots 3 and 6 which lies Northerly and Westerly of a line running across said parcel conveyed hereunder to the Grantee described as follows:

Beginning in Government Lot 6 at a concrete post set on the high water mark of Puget Sound lying Southeasterly of the existing log dump; said post bears North 75° East 51 feet from 7 foot rock and North 11° West from 12 foot rock; thence North 30° East 1,125 feet; thence North 416 feet to the North one-quarter corner of Section 4.

All that portion of Government Lots 2 and 3 and the SE $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Section 9, Township 35 North, Range 1 West of the Willamette Meridian lying within 600 feet of the high water mark of Puget Sound except that portion of Government Lot 2 conveyed hereunder to Grantee lying Northerly and westerly of a line described as follows:

Beginning at a concrete post set on the high water mark of Puget Sound in Government Lot 2; said post bears South 33° West 55 feet from 30 inch Fir tree and South 62° East 15 feet from 11 inch Alder tree; thence North 75° East 2,031 feet to a point on the East line of Section 9 lying 2,534 feet North of fractional corner of Sections 9 and 10.

PARCEL E:

All that portion of Section 10, Township 35 North, Range 1 West of the Willamette Meridian lying within 600 feet of the high water mark of Puget Sound except a parcel of land in Government Lot 3 and the NE $\frac{1}{4}$ of the NE $\frac{1}{4}$ conveyed hereunder to Grantee being 500 feet in width running across said 600 foot strip, the east boundary of which is located approximately 265 feet West of and running parallel to the North and South Center line of Section 10 and the West boundary of which is located approximately 765 feet West of and running parallel to said center line. The Southeast corner of the above described parcel is marked with a concrete monument located on the high water mark of Puget Sound. Said monument bears South 45° West 70 feet from 14 inch leaning Fir tree and South 71° East 48 feet from white paint mark on rock point.

THIRD:

The following easements:

(1) An exclusive easement (to the extent of the title held by the Grantors as to Parcel C) for the purpose of dumping, rafting, booming, loading, sorting and storing of logs, including the exclusive right to occupy, enjoy and improve the premises granted for said purpose, over and upon the tidelands described as follows:

(a) That part of Government Lot 6 in Section 4, Township 35 North, Range 1 West of the Willamette Meridian, fronting upon a portion of the Government meander line described as: Beginning at the intersection of said Government meander line with the boundary line between Government Lots 5 and 6 in said Section 4; thence following the Government meander line by courses and distances, North 54° East 5.06 chains; thence South 55 3/4° East 8.10

chains; thence South $5 \frac{3}{4}^{\circ}$ West 3.70 chains; thence South 81° East 2.89 chains to the point of beginning of this description; thence from said point of beginning following the Government meander line, South 81° East 2.11 chains; thence South 34° East 8.10 chains; thence South $28 \frac{3}{4}^{\circ}$ West 1.95 chains to terminus of this description.

(b) And an undivided one-half interest in tidelands of the second class adjoining a part of Government Lot 6 in Section 4, Township 35 North, Range 1 West of the Willamette Meridian, fronting upon that portion of Government meander line described as: Beginning at the intersection of said Government meander line with the boundary line between Government Lots 5 and 6 in said Section 4; thence following the Government meander line by courses and distances, North 54° East 5.06 chains; South $55 \frac{3}{4}^{\circ}$ East 8.10 chains; South $5 \frac{3}{4}^{\circ}$ West 3.70 chains; South 81° East 2.89 chains to the terminus of this description.

(c) Also that portion of Government Lot 3 in Section 10, Township 35 North, Range 1 West of the Willamette Meridian, as conveyed by the State of Washington under tideland deeds recorded on April 18, 1912 and November 13, 1915 in Volume 13 of Deeds, page 19, and Volume 15 of Deeds, page 117 respectively, and described as follows: Beginning at a point where the West boundary line of Government Lot 2, Section 10, Township 35 North, Range 1 West of the Willamette Meridian, if produced in a southerly direction would intersect said meander line; thence South 76° West 1.76 chains more or less to angle point in said meander line; thence North 52° West 2.50 chains; thence North 17° West 3 chains; thence North 38° East 1 chain; thence North 41° West 2 chains; thence North 88° West 4.50 chains; thence South 57° West 7 chains; thence South 20° West 3.24 chains to terminus point of this description, with frontage of 25 lineal chains measured along the meander line.

(2) An easement over and upon the existing logging road running across excepted premises "C" together with the right to maintain, improve and rebuild the same, said road is described as follows:

A 40-foot right-of-way over and across the existing road, being 20 feet on either side of the center line, described as follows:

Beginning at a concrete post set on the high water mark of Puget Sound in Government Lot 6, said post being located South 416 feet and South 30° West 1,125 feet from the North one-quarter corner of Section 4; thence North 30° East 24 feet to the true point of beginning of road easement; thence South 87° East 200 feet; thence North 81° East 360 feet; thence South 72° East 255 feet; thence South 65° East through the 600 feet of excepted premises described as being Parcel "C".

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Together with, all and singular, the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining.

ALL SUBJECT, however, to exceptions from warranty as follows:

(1) Exceptions and reservations as expressed in the deed from the State of Washington through which title to said tidelands is claimed; wherein the grantor saves, excepts and reserves all oil, gases, coals, ores, minerals and fossils, etc., together with the right to enter upon said lands for the purpose of opening, developing and working mines, etc. provided that no rights shall be exercised under this reservation until provision has been made by the State, its successors or assigns, for full payment of all damages sustained by the owner by reason of such entering.

(2) Right of the State of Washington, or any grantee or lessee thereof, to acquire the right of way over said tidelands for private railroads, skid roads, flumes, canals, water courses or other easements for the purpose of and to be used in the transportation and moving of timber, stone, minerals or other products from other lands, upon paying reasonable compensation therefor.

The grant and conveyance effected by this instrument shall be and is subject to perpetual easements upon the premises and rights of use conveyed and granted, which easements are for the benefit and enjoyment, in common, by the Grantors and Grantee and their respective assigns and successors in interest, in detail, as follows:

1. To construct, reconstruct, maintain, repair and use facilities for the taking of water from the lakes upon the granted premises, for household and irrigation use and the development of water power for the benefit of and use upon the "excepted premises" and each and every part thereof into which the same may now or may hereafter be divided.

2. To take and use water from the lakes upon the granted premises for the purposes described in 1 foregoing.

3. To control and regulate the level of the water in the lakes upon the granted premises at substantially the level obtaining at April 1, 1957, with the appurtenant right, but without obligation, to build and repair and maintain a dam at the outlet of Spencer Lake.

4. To build, construct, reconstruct, maintain, repair and use, water lines across the granted premises for the purpose of conveying such water to the points of use, with the accompanying right to go upon the granted premises as necessary to the construction, maintenance, repair and use of such water lines, to include reconstruction thereof.

5. To construct, reconstruct, maintain, repair and use power and communication lines upon and across the granted premises, with the accompanying right to go upon the granted premises for purposes of construction, reconstruction, repair and maintenance of such power and communication lines.

6. To use the roads upon the granted premises, both those now in being and those which may hereafter be constructed, with the appurtenant

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right, but without obligation, to grade, drain, surface or otherwise improve such roads and to maintain the same. To construct a road across the granted premises lying between "excepted premises" described as "D" and "E", located on forty (40) foot right-of-way, being twenty (20) feet on either side of the center line thereof described as follows:

Beginning at a concrete post set on the high water mark of Puget Sound in Government Lot 2, Section 9, Township 35 North, Range 1 West, W.M., said post being located North 2,534 feet and South 75° West 2,031 feet from fractional corner of Sections 9 and 10; thence North 75° East 600 feet; thence South 52° East 143 feet; thence South 65° East 194 feet; thence South 74° East 228 feet; thence South 50° East 130 feet; thence South 77° East 132 feet; thence North 77° East 245 feet; thence North 83° East 266 feet; thence North 52° East 213 feet; thence South 74° East 329 feet; thence North 63° East 409 feet; thence North 57° East to "excepted premises" described as being Parcel "E".

Changed by K

7. To fish, swim and boat upon the lakes upon the granted premises.

8. To build, construct, reconstruct, maintain and use, upon the shores of the lakes upon the granted premises, dressing room facilities appurtenant to swimming and dockage facilities appurtenant to boating and picnicing facilities, including picnicing grounds, appurtenant to picnicing.

9. To hunt upon the granted premises.

10. To post the granted premises in the manner provided by law against public use for hunting or fishing and against trespass, without obligation on the part of the Grantee or its successors to take affirmative action in enforcing compliance in connection with such notices, but with the right to the Grantors to enforce or procure the enforcement of such prohibition against public hunting, fishing and trespass in any lawful manner. In this connection, it is specifically understood that the Grantee and its successors shall be at full liberty, but without obligation, to participate in enforcement of the prohibition against public hunting, fishing and trespass. *Deleted by K*

11. To go upon the granted premises and every part thereof, both personally and by agent, employee and licensee, and also by their assignees and the agents, employees and licensees of such assignees, for the purpose of construction, reconstruction, maintenance, repair, use and policing of the facilities and rights which are the subject matters of such easements.

The easement rights hereinbefore reserved to the Grantors shall be susceptible of assignment by the Grantors and their successors in interest, both in whole and in part, and both in sole benefit and in common benefit.

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PLAT MAP

ISLAND OWNERSHIP MAP

BLAKELY ISLAND MAINTENANCE COMMISSION - APPLICATION FOR MEMBERSHIP

To: BIMC Board of Governors
 Blakely Island Maintenance Commission
 Blakely Island, WA 98222

Appurtenant to residential lot number(s) _____
 Now owned by _____
 (Transferor)

I/We herewith make application for membership in the BLAKELY ISLAND MAINTENANCE COMMISSION and request that you consent in writing to this request. In support of my/our application and request, I/we submit the following:

1. Full Name	Date	email
2. Full Name	Date	email
Address		Phone
City / State / Zip	Years at this residence	Fax / other
1. Business Name		email
1. Address		Phone
1. City / State / Zip	Years employed	Fax / other
2. Business Name		email
2. Address		Phone
2. City / State / Zip	Years employed	Fax / other
Business References (2):		
Name	Address	Phone / email
Name	Address	Phone / email
Personal References (2):		
Name	Address	Phone / email
Name	Address	Phone / email
Bank References (2):		
Bank Name	Branch	Contact / Phone
Bank Name	Branch	Contact / Phone
Personal References (2):		
Name	Address	Phone
Name	Address	Phone

I/we have read the Blakely Island Covenants (BIC), By Laws and Owners Manual of the Blakely Island Maintenance Commission and am/are willing to accept membership in the Blakely Island Maintenance Commission subject to and in accordance with all the terms and provisions thereof; and, if accepted for membership, I/we agree to be bound by and to conform to said Covenants and any amendments thereof and to observe and abide by all rules and regulations of the Blakely Island Maintenance Commission properly adopted pursuant thereto.

Applicant	Date	Applicant	Date
-----------	------	-----------	------

APPROVAL OF THE BIMC BOARD OF GOVERNORS - SUBJECT TO CLOSE OF SALE

1. Board Signature of Approval _____	Date	_____
2. Board Signature of Approval _____	Date	_____
3. Board Signature of Approval _____	Date	_____
4. Board Signature of Approval _____	Date	_____

BIMC Bylaws 5.2 Article IV

INSTRUCTIONS FOR BIMC BUILDING PERMIT

A BIMC Building Permit is required prior to starting any new construction or remodeling project in the plat. A permit is also required for each modification project that either exceeds \$ 3,000 in cost and/or appreciably modifies the external appearance of an existing building. Interior modifications or exterior maintenance are excluded. A permit is also required for any work on BIMC property or easements. These BIMC permits do not replace the permits required by applicable Government agencies, such as the San Juan County Building Permit. All dwellings and all other buildings shall conform in all respects to the applicable building, sanitary, plumbing, and electrical codes of San Juan County and the State of Washington.

The BIMC Building Permit process provides for review and approval of building plans to insure adherence to the BLAKELY ISLAND COVENANTS, original recording 06/30/95, Auditor's File No.5063011.

A. Procedure to obtain a BIMC Building Permit:

1. Prior to submitting plans to San Juan County Building Department, please submit a plot plan, with elevations and floor plans of your project to the Board for preliminary comment and review. Include one set of 24" x 36" plans, plus one set of 8^{1/2}" x 11" reductions. Include a description of likely impact on neighboring properties and views as well as the calculated percentage of lot coverage for all structures. You must also mail copies of your plans to your immediate neighbors and anyone whose view is likely to be impacted. A statement confirming the mailing and names must be submitted with the plans. If you wish, the Property Commissioner will walk the lot with you. Sufficient building corner points should be staked out on the lot and keyed to the plot plan for on-site orientation. Three or more members will visit the property to verify compliance with the building's location requirements. You will then be notified within 45 days of their preliminary review comments.
2. Obtain the required Government permits, including a San Juan County Building Permit.
3. Submit all County other governmental permits, along with a completed BIMC Building Permit Application form to the BIMC Secretary. The Secretary will present the application at the next meeting of the Board of Governors for their approval. All originals will be maintained in the BIMC files. Please allow 45 days for approval process.
4. A separate BIMC property permit is required for any work on BIMC property.
5. The BIMC Building Permits must be approved prior to start of construction.

See BICs 5.4.8 for complete text.

Building Guidelines for Approval of a BIMC Building Permit.

B. The following guidelines are designed to assist the Board in approving building plans:

1. The external appearance of all buildings must be harmonious and attractive.
2. The minimum permissible enclosed living area shall be 700 square feet. Requests for approval of smaller buildings may be considered if plans show adequate other advantages, such as a covered area, carport, covered outdoor boat port, or plane port development attached to the building harmoniously and attractively, or outstanding architectural design.
3. Minimum front setback requirement is 50 feet or if there are one or more existing houses on adjoining lots or within 300', whichever is closer, and they are closer than the minimum setback, a lesser setback may be authorized by the Board which is equal to the average setback of existing houses. Minimum side setback is 15 feet; except where size or shape of lot indicates otherwise. Setback measurements shall be from the building foundation; decks will not be included in determining if a building meets setback requirements. A BIMC variance is required if the setbacks are not met. **(BICs 5.4.14)**
4. Any new construction should try to preserve and protect as much view as practical. As a general rule Board will require all buildings/decks) being built in areas where view obstruction is possible to be no further forward than the setback created by a line drawn between the two nearest existing buildings/decks. There shall be no interference with developed drainage. Objectionable or hazardous TV or radio antenna structures will not be permitted.
5. Provisions of the BICs must be met, notably the following: Not more than one private detached single family residence per lot, with guest house and usual appurtenant outbuildings; no commercial use except in the designated areas; no trailer houses; no uncompleted construction; no accumulation of debris or rubbish; owner/contractor is responsible for disposal of construction trash; this material must not be disposed of on the upper island, the buffer strip or in the Marina dumpster; compliance with Washington State and County building, sanitary, plumbing, and electrical codes is required.
6. Water connections to the BIMC distribution system will only be permitted with the written approval of BIMC, and will be limited to one 3/4 inch connection (or as required by building code) per lot.
7. A water hook-up fee will be charged based on the actual cost of installing the shut-off valve at the property line.

BIMC BUILDING PERMIT APPLICATION

Owner's Name _____ Lot Number _____

Mailing Address _____

City, State, Zip _____

Builder/Contractor _____

Construction will commence approximately _____

Water hook-up to be required on or about _____

Type of building to be constructed _____

Who should be notified of BIMC action on this application? _____

Date of Application _____

Builder/Contractor or Owner signature _____

Please enclose: Two sets of building plans (1 ea. 24"x 36" & 8 1/2" x 11")
Two approved plot plans (1 ea. 24"x 36" & 8 1/2" x 11")

Include proposed setbacks; exact location of adjoining or neighboring residences; a description of the likely impact of the construction on the adjoining or neighboring property and views and neighbor notifications; and the percentage of structures on the subject lot. (BIC 5.4.6)

Mail to: BIMC Secretary, Blakely Island, WA 98222

Building plans and plot plan as attached to this application have been approved on behalf of Blakely Island Maintenance Commission, Inc., by the undersigned BIMC Governors:

_____	Date _____

BIMC PROPERTY WORK PERMIT

Any work that extends onto BIMC property (including structures, driveway extensions, landscaping, ditch work, and so on which extends onto BIMC property requires a permit. BIMC property includes the roads (typically 40' wide), easements, lots, and rights of way. Work should not be started before approval in order to avoid removal should the permit be denied for any reason. Applicant also agrees to remove any improvement completely, or create access to any utilities these improvements may cover, or to perform maintenance on any improvements should they be directed to do so by the BIMC at the owner's expense. If the owner does not comply, the BIMC will do the necessary work and charge the owner for all expenses. This permit will aid us in ensuring that any work on BIMC property will not affect our existing utilities, and will provide oversight on improvements to prevent future expenses to the BIMC.

Date of Application _____ Lot Number _____

Owner's Name _____ Phone # _____

Mailing Address _____

City, State, Zip _____

Type of work to be done _____

Value of Improvements \$ _____ Estimated Start Date: _____

Builder/Contractor _____

Contact person _____ Phone _____

Builder/Contractor or Owner signature _____

Please enclose:

Two sets of approved building plans (1 each 24"x 36" & 8 1/2" x 11")
Two approved Plot plans (1 each 24"x 36" & 8 1/2"x 11")
Copy of approved building permit

Mail to:

BIMC Secretary, Blakely Island, WA 98222

Building plans and plot plan as attached to this application have been approved on behalf of Blakely Island Maintenance Commission, Inc., by the undersigned BIMC Governors:

_____	Date _____

BLAKELY ISLAND MAINTENANCE COMMISSION

ASSIGNMENT OF PROXY

All BIMC members are encouraged to attend the annual meeting. If you cannot attend, it is important that you assign your proxy to another BIMC member in order to insure that the annual meeting achieves a quorum of members, and to allow your designated representative member to vote in your behalf.

Your Name _____

Number of Votes _____ Lot #(s) _____

I am unable to attend the BIMC annual meeting.

I hereby assign my proxy to _____
BIMC MEMBER

Signature _____

Please give, mail, or fax this proxy to the BIMC member whom you have selected to represent you at the annual meeting.

Proxyholder: A completed proxy form is required at the sign-in desk in order to check in for the member you represent in order and to contribute toward quorum.