



Scatchet Head Community Club
3742 Driftwood Dr.
Clinton, WA 98236

SCATCHET HEAD COMMUNITY CLUB

Articles of Incorporation
Bylaws
Protective Restrictions
Interpretations of Protective Restrictions
Revised Edition
January 2002

Scatchet Head is a planned community with protective covenants or restrictions. These restrictions are recorded with the Island County Auditor and are enforced by a Board of Trustees elected by the members of the Scatchet Head Community Club, a non-profit, tax-exempt corporation.

Records of Island County,
State of Washington

Division No. 1
Aud. File No. 162758
Volume 8, Pages 3, 4, 5, 6

AND

Division No. 3
Aud. File No. 176445
Volume 8, Pages 50, 51, 52

Division No. 2 is superceded by Division No. 3



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ISLAND COUNTY AUDITOR R

187689
FILE NUMBER

DOMESTIC



STATE OF WASHINGTON | DEPARTMENT OF STATE

I, A. LUDLOW KRAMER, Secretary of State of the State of Washington and custodian of its seal, hereby certify that

ARTICLES OF INCORPORATION

of SCATCHET HEAD COMMUNITY CLUB
a domestic corporation of Seattle, Washington,

was filed for record in this office on this date, and I further certify that such Articles remain on file in this office.



In witness whereof I have signed and have affixed the seal of the State of Washington to this certificate at Olympia, the State Capitol, October 30, 1967

A. Ludlow Kramer

A. LUDLOW KRAMER
SECRETARY OF STATE



ARTICLES OF INCORPORATION
OF
SCATCHET HEAD COMMUNITY CLUB

KNOW ALL MEN BY THESE PRESENTS: That Fred J. Hagen, Andrew D. Hawley, James E. Weber, A.C. Eliassen and Allen A. Bowden, being citizens of the United States, being over the age of twenty-one years and being desirous of forming a corporation under Title 24, Revised Code of Washington, relating to a non-profit corporation, do hereby for the purpose of forming a non-profit corporation, make , subscribe, execute and adopt, in triplicate, the following Articles of Incorporation, and certify as follows:

ARTICLE I

The name of the corporation shall be "SCATCHET HEAD COMMUNITY CLUB".

ARTICLE II

The purposes for which this corporation is formed are:

1. To purchase or otherwise acquire, construct, improve, develop, repair, maintain, operate, care for/or dispose of easements, parkways, playgrounds, open spaces, and recreational areas, tennis courts, beaches, boat landings, mooring basins, floats, piers, clubhouses, swimming pools, and/or swimming areas, bathhouses, community buildings, community clubhouses, and in general community facilities appropriate for the use and benefit of its members, and/or for the improvement and development of the property hereinafter referred to.
2. To enforce assessments, liens, charges, restrictions, conditions and covenants existing upon and/or created for the benefit of the corporation.
3. To exercise such powers of control, interpretations, construction, consent, decision, determination, modification, amendment, cancellation, annulment and/or enforcement of covenants, reservations, restrictions, liens, and charges imposed upon said property, and as



- may be vested in, delegated to, or assigned to said corporation and such duties with respect thereto as may be assigned to and assumed by said corporation.
4. To fix, establish, levy and collect such membership fees, dues, charges and/or assessments as may be necessary in the judgment of the Board of Trustees to carry out any or all of the
 5. purposes for which this corporation is formed, but not in excess of the maximum from time to time fixed by the By-Laws.
 6. To expend the monies collected by said corporation from assessments and charges and other sums received for the payment and discharge of costs, expenses and obligations incurred by said corporation in carrying out any or all of the purposes for which said corporation is formed.
 7. Generally, to do any and all lawful things as provided in Title 24, R.C.W. which may be advisable, proper, authorized and/or permitted to be done by said corporation under or by virtue of any restrictions, conditions, and/or covenants or laws affecting said property, or any portions thereof; and to and perform any and all acts which may be either necessary for, of incidental to, the exercise of any of the foregoing powers or for the peace, health, comfort, safety, and/or general welfare of owners of said property, or portions thereof, or residence thereon. Any property now owned or hereafter acquired by said corporation from whatever source shall be for the sale and exclusive use and benefit of the members of said corporation.
 8. Nothing contained in these Articles of Incorporation shall be construed as authorizing or permitting said corporation to own, manage, or operate any real or personal property for profit either to itself or for the benefit of its members, and wherever it is authorized to collect charges or assessments, it shall have no power or authority to use said charges or assessments except as necessary to the actual costs or expense of the act, duty, power or transaction performed.
 9. All the foregoing purposes and powers are to be exercised and carried into effect for the purpose of doing, serving and applying the things above set forth for the benefit of the corporation.



ARTICLE III

The corporation shall at all times hereafter be a joint and mutual association of the above-named incorporators, and such other persons as may hereafter be admitted to membership in accordance with the By-Laws of the corporation. Membership and certificate evidencing the same shall be inseparably appurtenant to tracts or division of tracts owned by the members, except insofar as original incorporators and trustees shall not be so required, and upon transfer of ownership or contract for sale of any such tract, membership and certificate of membership shall ipso facto be deemed canceled and the purchaser become eligible for membership herein in accordance with the By-Laws. No membership or certificate of membership may be transferred, assigned, or conveyed in any manner other than in the manner herein set forth. In the event of the death of a member, the membership or certificate of membership of such deceased member shall be and become the property of the personal representative of such deceased member upon the appointment and qualification of such in a judicial proceeding and such personal representative shall have all of the rights, privileges and liabilities of such member until title shall be transferred or contracted to be transferred. The property in possession of this corporation shall be managed by the board of trustees hereinafter mentioned and only alienated and disposed of in accordance with the By-Laws of the corporation.

ARTICLE IV

The Management of this corporation shall be vested in a board of trustees. The number of trustees for the corporation shall be fixed from time to time in the manner provided for in the By-Laws and the same may be altered from time to time in the same manner, but shall never be less than five (5). The qualifications, terms of office, manner of election, time and place of meetings, and power and duties of the trustees shall be such as are prescribed by said By-Laws. The authority to make, amend, alter, change or repeal the corporation's By-Laws shall be vested in the board of trustees, subject to the right of the corporation's members to amend, alter, change or repeal any such action on the part of the said board..



Scatchet Head Community Club
page iv

The names of the initial trustees who shall manage the affairs of the corporation for not more than six (6) months or until trustees are elected by the members are:

- | | |
|------------------|--|
| Andrew D. Hawley | 311 Fairview Avenue N.
Seattle, Washington |
| Fred J. Hagen | 311 Fairview Avenue N.
Seattle, Washington |
| Allen A. Bowden | 1103 Norton Building
Seattle, Washington |
| James E. Weber | Seattle-First National Bank
Second and Cherry Street
Seattle, Washington, Box 3586 |
| A. C. Eliassen | Seattle-First National Bank
Second and Cherry Street
Seattle, Washington, Box 3586 |

ARTICLE V

The time of the existence of this corporation shall be perpetual.

ARTICLE VI

The registered office and post office address of this corporation shall be 311 Fairview Avenue North, Seattle, Washington. The registered agent shall be Fred J. Hagen of the same address.



ARTICLE VII

The qualifications of the members of said corporation, the property, voting and other rights and privileges, and the liabilities to charges and assessments of the members shall be set forth in the By-Laws of the corporation.

IN WITNESS WHEREOF, the undersigned, incorporators of this corporation, have this 5th day of October, 1967, hereunto set their hands and seals in triplicate.

/s/ Fred J. Hagen

Fred J. Hagen

/s/ Andrew D. Hawley

Andrew D. Hawley

/s/James E. Weber

James E. Weber

/s/ Allen A. Bowden

Allen A. Bowden

[This text incorporates amendments dated November 14, 1971 and February 13, 1977.]



STATE OF WASHINGTON)

) ss

COUNTY OF KING)

THIS IS TO CERTIFY that on the 5th day of October, 1967, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally came FRED J. HAGEN, ANDREW D. HYAWLEY, JAMES E. WEBER, A.C. ELIASSEN and ALLEN A. BOWDEN, to me known to be the individual described in and who executed the within instrument, and acknowledged to me that they signed the same as their free and voluntary act and deed for the uses and purposes therein mentioned.

WITNESS MY HAND AND OFFICIAL SEAL this 5th day of October, 1967.

/s/ Lorraine B. Anderson

Notary Public in and for the State of Washington, residing in Seattle.

(seal)



BYLAWS OF SCATCHET HEAD COMMUNITY CLUB

ARTICLE I

Purposes

Section 1. This corporation shall be conducted as a non-profit corporation for the purposes set forth in the Articles of Incorporation for the property platted as Scatchet Head Division No. 1 and 3, other parcels now owned by Scatchet Head, situated in Township 28 North, Range 3 East W.M., Island County, Washington, and any other property added by the membership as provided by these Bylaws.

Section 2. This corporation shall have the power to levy and collect dues and assessments against its members and against the lots owned or purchased by them for the purposes in its Articles of Incorporation and Bylaws set forth, and to forfeit their interest in the corporation for default with respect to any lawful provisions of said Articles of Incorporation and Bylaws.

Section 3. The purpose for which this corporation was created as set forth in this Article, may be altered, modified, enlarged, or diminished by the vote of sixty percent of the members in good standing. A meeting shall be called for such purpose, notice of which shall be given in the manner provided for by these Bylaws of giving notice for the election of trustees.

ARTICLE II

Membership

Section 1. The membership of the corporation shall consist of and be limited to the incorporators and the owners or purchasers of lots in the area described in Article I of these Bylaws. In accordance with the plat plans for the property under the jurisdiction of the Scatchet Head Community Club, and described in Article I of these Bylaws, all owners and purchasers of tracts in these properties are members of the Scatchet Head Community Club and are subject to the Articles of Incorporation and Bylaws of the Scatchet Head Community Club. Unless restricted by Section 5 of this Article, each member shall have one vote for each lot so owned or purchased, not to exceed 10 votes. If any lot or lots are held by two or more persons, the several owners of such interest shall be entitled collectively to cast one vote per lot, not to exceed 10 votes.

Section 2. Except as hereinbefore otherwise provided and as declaratory of the foregoing, no membership shall be voted unless represented by the owner or purchaser as afore described of an individual lot or lots to which it is and shall be inseparably appurtenant.



Section 3. Membership and certificate membership evidencing the same shall be inseparably appurtenant to lot(s) owned by the members, and upon transfer of ownership, or contract of sale, of any such lots, membership or certificates of membership shall be transferred to the new owner. No membership or certificates of membership may be transferred, assigned or in any manner conveyed, other than in the manner hereinbefore set forth. In the event of the death of a member, the membership and certificate of membership of such member shall be and become the property of the personal representative of such deceased member upon the appointment and qualification of such in a judicial proceeding and such personal representative shall have all of the rights, privileges and liabilities of the deceased member until title shall be transferred.

Section 4. No membership shall be forfeited nor member be expelled except upon foreclosure for non-payment of assessments or failure to comply with applicable protective restrictions, as recorded under miscellaneous records of Island County, Washington.

Section 5. A member can vote his membership only if an initial fee of \$5.00 and all other dues and assessments on his lot(s) have been paid in full, or to the satisfaction of the Board. Such member shall be defined as a member in good standing.

Section 6. With permission of an owner member in good standing of a property being rented, a current renter may apply for and be granted by the Board of Directors a special "Renter's Membership" to the Scatchet Head Community Club. This membership shall entitle the renter and all members living in his/her household full use of the facilities of the Community Club. The fee for a renter's membership shall be recommended by the General Manager and then approved by the Board. This fee shall be in addition to the normal dues paid by the owner-member. Additionally, the owner-member shall sign a statement granting said permission to the renter and assuming responsibility for any damage caused to Community Club facilities by his/her renter.

ARTICLE III

In the event of the dissolution of the corporation, the proceeds shall be distributed to bona fide charitable purposes as decided by the Board of Trustees.



ARTICLE IV

Trustees and Officers

Section 1. Corporate powers of the corporations shall be vested in a Board of Trustees. The number of trustees who shall manage the affairs of the corporation shall be 15 until August, 1999, at which time the number of trustees shall be reduced to 11 by not filling four expiring Board positions. Nine shall constitute a quorum of the Board of Trustees to conduct business until August, 1999, at which time seven shall be a quorum. A majority vote of the trustees present is necessary for any valid Board action, except for the following actions of the Board:

1.1 Amendment of the Articles of Incorporation, which shall be accomplished in accordance with Washington law.

1.2 A Bylaw amendment which does not alter the purpose for which this corporation was created, and which does not amend Article IX, Section 2 of these Bylaws, shall require nine affirmative votes, until August, 1999 at which time seven affirmative votes would be required.

1.3 Board action which requires an expenditure of this Club's funds not previously budgeted, which shall require nine affirmative votes, until August, 1999 at which time seven affirmative votes would be required.

1.4 Sale of any real estate owned by this Club, which shall require a unanimous affirmative vote of the members of the Board present.

1.5 Any other action by the Board, where a greater than majority vote is required by law.

1.6 Action which ¹RRONR* requires more than a majority vote. All such actions which RRONR* prescribes a (2/3's) vote shall require nine affirmative votes of this Board, until August, 1999 at which time seven affirmative votes would be required.

1.7 Unless such appointment would increase the size of the Board of Trustees to a number greater than 11, any vacancy on the Board of Trustees shall be filled by appointment, which requires a majority of the remaining trustees.

1.8 An officer of this corporation may be suspended or removed from that office by a majority vote of all of the then sitting trustees.

¹ Robert Rules of Order Newly Revised



Section 2. Board Eligibility. All members in good standing are eligible to be elected to a position on the Board of this corporation.

Section 3. Term of Trustee Positions. The concept of "trustee positions" is not to be confused with an individual trustee's term of the Board. The term of each of the trustee positions shall be four years, except that all trustees elected after August, 1999 shall be elected to a term of two years.

The term positions shall be staggered so that an equal number of positions come up for election each year to the extent mathematically possible. The number assigned to each trustee position and the year that each position shall start and end shall be established by the "standing rules."

Section 4. Consecutive Terms. After August, 1999 trustees elected to one of the trustee positions (as defined in Section 3 above) or any portion of a trustee term shall be eligible for re-election to two additional two year terms on the Board. Eligibility for election beyond this shall be restored by spending one year off the Board. Trustees having served a term are eligible to serve in the year following their term if they are appointed by the Board or fill a trustee position that has been vacated due to the resignation or inability to serve of a previous Board member.

Section 5. Trustee Eligibility. In the event a trustee ceases to be the owner of the land to which his membership is appurtenant, or for a contract for the purchase thereof, he shall thereby cease to be a trustee and his position on the Board shall become vacant without Board action other than to spread such fact upon the minutes of the Board of Trustees.

Section 6. Missed Meetings. In the event of a trustee's absence from three consecutive Board Meetings without excuse, that person shall cease to be a trustee, and that position shall become vacant without Board action other than to spread such fact upon the minutes of the Board of Trustees.

Section 7. Filling Vacant Board Positions. The Board may appoint a member in good standing to fill any vacant position on the Board. The member so appointed shall hold the office of trustee until the next Annual Meeting of the members of the corporation. In selecting the most qualified member in good standing, the Board shall consider the suggestions of the nominating committee, and shall consider the unsuccessful candidates from the last preceding Board election. A detailed procedure consistent with the above may be established in the standing rules.



Section 8. Election of Trustees. At the Annual Meeting of the members of the corporation the members shall fill all vacancies in Board positions by election.

Section 9. Removal of Officers. Any officer may be removed or suspended by the Board.

Section 10. Election of Officers. At the first meeting of the Board of Trustees after each annual meeting, the Board of Trustees shall elect from their membership, a President, Vice-President, Secretary, and Treasurer. The Board may, at any time, appoint an executive secretary and/or assistant secretary and/or assistant treasurer. Officers of the corporation so elected shall hold office for the term of one year and until their successors are qualified.

Section 11. Trustees and Officers shall have their immunity from liability as granted in RCW 4.24.264 and RCW 24.06.036 as presently exists or hereinafter amended. Further, such Officers and Trustees shall be entitled to mandatory indemnification by the Scatchet Head Community Club to the fullest extent authorized by RCW 24.03.043, 23B.17.030, 23B.08.320 and 23B.08.500 through .600 as presently exists or as hereinafter amended for all costs incurred by them by reason of acting in their official capacity as Officers and Trustees. This right of indemnification includes the advancement of expenses and applies to employees or agents to the same extent as applicable to Officers and Directors.

ARTICLE V

Meetings

Section 1. Annual Meetings of the members of the corporation shall be held at the principal place of business of the corporation or at such other place as the Board of Trustees may select. The Annual Meetings shall be held during the first week in August each year. Notice thereof shall be given by the secretary by mailing to each member not less than ten days prior to the date of the meeting.

Section 2. Special meetings of the members may be called at any time by the President or a majority of the Board of Trustees or by members representing ten percent of the members of the corporation. Notice of a special meeting, stating the object thereof, shall be given by the secretary by mailing such notice to each member not less than five days prior to the date on which such meeting is to be held.

Section 3. At all Annual or special meetings of the members, constitution of a quorum for the transaction of business shall be: the members in good standing present at the meeting in person or by mail in ballot. In addition, members in good standing may vote their membership(s) by a mail ballot. The ballot shall be assembled by the Board of Trustees and sent to each member not less than ten days prior to the meeting.



Section 4. A member may exercise his right to vote by mail in ballot.

Section 5. Except as may otherwise be provided by law, all meetings of the members and trustees shall be governed by Robert's Rules of Order.

ARTICLE VI

Power and Duties of Trustees

Section 1. Subject to limitation in the Articles of Incorporation and the Bylaws and the laws of the State of Washington, all power of the corporation shall be exercised by or under the authority of, and the business and affairs of the corporation shall be controlled by the Board of Trustees. Without prejudice to such general powers, and subject to the same limitations, it is hereby expressly declared that the trustees shall have powers as described in this Article.

Section 2. To select and remove officers, agents and employees of the corporation, prescribe such powers and duties for them as may not be inconsistent with the law, with the Articles of Incorporation or these Bylaws, fix their compensation and require from them security for their faithful service.

Section 3. To conduct, manage and control the affairs and business of the corporation, and to make such rules and regulations therefor not inconsistent with law, with the Articles of Incorporation or these Bylaws, as they may deem best.

Section 4. Determine the amount of dues, charges and/or assessments for which each member shall be liable annually.

Section 5. To change and/or assess the several parcels of land and the owners as provided in these Bylaws or any amendments hereto.

Section 6. To cause to be kept a complete record of all minutes and acts of the Board of Trustees and to present a full statement to the regular Annual meeting of members showing in detail the condition of the affairs of the corporation.

Section 7. To cause the books and financial records of the club to be reviewed annually at the close of each fiscal year.



ARTICLE VII

Duties of Officers

Section 1. President - The President shall preside at all meetings of the Trustees and members; he shall sign as President all certificates of membership and all contracts or other instruments in writing authorized by the Board of Trustees', he shall call special meetings of the Trustees or of the members whenever he deems it necessary. He shall have and exercise under the direction of the Board of Trustees the general supervision of the affairs of the corporation. The President shall be an ex-officio member of all committees, except the nominating committee.

Section 2. Vice - President - The Vice - President shall preside at all meetings in the absence of the President and in case of the absence or the disability of the President, he shall perform all duties of the President which are incidental to his office.

Section 3. Secretary - The Secretary shall issue all notices and attend and keep the minutes of all meetings; he shall have charge of all corporate books, records and papers; he shall be the custodian of the corporation seal, shall attest his signature and impress with the corporate seal all written contract of the corporation, and shall perform all such other duties as are incidental to his office.

Section 4. Treasurer - The Treasurer shall keep safely all monies and the securities of the corporation and disburse the same under the direction of the Board of Trustees. He shall cause to be deposited all funds of the corporation in a bank selected by the Trustees. At each Annual Meeting of the members and at any time as directed by the Trustees, he shall issue a full statement showing in detail the condition of the affairs of the corporation.

Section 5. The executive secretary and/or assistant secretary and/or assistant treasurer, if appointed by the Board of Trustees, shall perform such duties as may be designated by it.

ARTICLES VIII

Membership and Transfers

Section 1. All memberships-and certificates evidencing membership shall be inseparably appurtenant to the lots or fractional lots owned by the holders thereof. Upon sale or contract to sell such lot or lots, these certificates shall become null and void and-said purchaser shall be a member.

Section 2. Unless it is determined by the Board of Trustees to issue certificates of membership, it shall not be necessary that certificates of membership be actually issued, but any owner or purchaser of a



lot or lots within the said district may exercise all of the rights and privileges and shall be subject to all of the liabilities of membership with or without the actual issuance and possession of such certificates of membership.

ARTICLE IX

Assessments

Section 1. The members of the corporation and the lots or tracts of land in which they have an interest shall be liable for the payment of such charges or assessments as may from time to time be fixed and levied by the Board of Trustees pursuant to the Articles of Incorporation and these Bylaws and subject to the provisions of said Articles and Bylaws. The amount of such charges, dues and assessments levied upon a member shall be as set from time to time by the Board of Trustees. Charges and assessments against the members or the land owned or being purchased by them shall be levied by the Board of Trustees on an equitable basis without distinction or preference of any kind.

Section 2. From time to time, as and when any such assessments in this Article IX are levied, each member, with respect to the land or interests therein to which his membership appurtenant, shall pay the amount of such assessment against the same to the corporation, at its offices, by January 1 or within thirty days after the mailing of the notice of such assessment to the members, whichever is later. The amount of such assessment, together with all expenses, attorney's fees, and cost reasonably incurred in enforcement of same, shall be paid by the members and shall be a lien upon said land the membership appurtenant thereof superior to any and all other liens created or permitted by the owner of such land, except that of a first mortgage or deed of trust, and enforceable by foreclosure proceedings in the manner provided by law for foreclosure of mortgages upon land; provided that no proceedings for the foreclosure of any said liens in this Articles IX provided, shall be commenced except upon the expiration of four months from and after the date of mailing said notice of assessment in this section described.

Section 3. The owners or purchasers of a lot or lots on which assessments as to all lots have not been paid in full, or are not paid under an agreement with the Board of Trustees, will not be allowed to utilize: the private roads to and along the beach; the Clubhouse; the swimming pool, or parks. If such a lot is sold, the same restrictions will apply to the new owners unless, or until, an amount of money equal to the amount of the assessment has been paid to the Scatchet Head Community Club.



ARTICLE X
Amendments

Section 1. These Bylaws may be amended, altered, changed or repealed and new Bylaws may be adopted by the Board of Trustees at any regular or special meeting of said Board, except that provision found in Article IX, Section 2 hereof providing for the lien priority of a first mortgage or deed of trust. Each lot owner or purchaser of a lot shall be notified in writing of any Bylaw amendments. If five (5) percent of lot owners or lot purchasers do not request in writing to the Secretary, within thirty days after notice thereof, a vote of the membership ratifying the action of the Board, then upon the expiration of thirty days after notice the proposed Bylaw Amendments become valid and effective. Upon request for ratification by the membership of any Bylaw Amendment, mail in ballot voting shall be permitted, and sixty-seven (67) percent of the members who vote must approve either in person or by mail in ballot to validate said Bylaw Amendment.

ARTICLE XI
Corporate Seal

The seal of the corporation shall be in circular form and shall contain the words "SCATCHET HEAD COMMUNITY CLUB" and the words "Corporate Seal, Washington, 1967" in the form and style as affixed in these Bylaws by the impression of said corporate seal.

ARTICLE XII
Date of Adoption of Amended Bylaws

These Bylaws are duly adopted by the corporation and corporation's seal affixed on April 15, 1972.

ARTICLE XIII

Section 1. A Permanent Committee. The Board of Trustees hereby creates a permanent committee of the Board called the "Plat Restriction and Architectural Committee," hereinafter called "Committee." The original members of the Committee for the year 1980 are Floyd F. Fulle, Chairperson, Robert E. Gowdy, Frank Graham, and Paul Watkins. The Committee shall carry out, under the supervision of the Board of Trustees, the authority of this Club to interpret (including the issuance of written interpretations) and enforce the Declaration of Protective Restrictions of the Plat of Scatchet Head, recorded under Island County Auditor's File No. 187635, hereinafter called "Restrictions." Should the Committee recommend, and the Board of Trustees approves, the initiation and commencement of litigation in order to enforce said



“Restrictions”, and a court of law determine the Scatchet Head Community Club to be the successful litigant in such action, then, in that event, the property owners named as defendants in such action and deemed by the court to be in violation of said “Restrictions” shall be liable for the reasonable attorneys’ fees and all costs incurred by the Scatchet Head Community Club in its efforts to enforce such “Restrictions”.

Section 2. Requests For Plan Approval. All requests from property owners for approval of building plans shall be in writing and shall be submitted to the Club Manager at least thirty days prior to the commencement of construction. The Club Manager shall promptly convey the written request to a member of the Committee.

Section 3. Approval Letters. The Committee has the authority to issue approval letters of plans submitted to it; in the event the Committee finds the proposed plans to be in accordance with the Restrictions. The Committee has the authority to send a non-compliance letter to owners of land within the Plat of Scatchet Head who (1) have not requested approval of their plans prior to building, (2) have received a letter indicating non-compliance with Plat Restrictions, or (3) proceed to build in spite of receiving such notice. The Committee is authorized to issue compliance letters indicating compliance of proposed plans without seeking Board approval of its action.

Section 4. Authority of the Committee. The Plat Restriction and Architectural Committee is authorized to interpret and to enforce the Restrictions by delegation of authority from the Board of Trustees of the Scatchet Head Community Club. The authority of the Board of Trustees to act in this regard is found in Article II, Section 6, of the Articles of Incorporation of Scatchet Head Community Club.

A. Violations of the covenants of the Scatchet Head Community Club will be enforced by the Board of Trustees and acted upon on a complaint basis only.

- (1) All complaints must be in writing and are to be submitted to the President of the Board, Scatchet Head Community Club, 3742 Driftwood Dr., Clinton, Washington 98236.
- (2) Verbal complaints will not be acted upon.
- (3) The President will forward the complaint to the chairman of the Plat Restriction and Architectural Committee for disposition.
- (4) Every attempt will be made to keep the name of the complainant confidential.

B. If the committee feels a violation has occurred, the following action will be taken.

- (1) A registered letter will be sent outlining the violation and allowing thirty days for the violation to be corrected.



- (2) If the violation is not corrected within the thirty day period and the violator has not requested a hearing before the Plat Restriction and Architectural Committee within thirty days of receipt of the certified letter, another registered letter will be sent giving additional thirty days and stating a charge will be imposed of \$5.00 per day starting on the 31st day for a period of 90 days and thereafter the charge will increase to \$10.00 per day until corrected.
- (3) On the 31st day (61st day from the receipt of the first letter), if the violation is still not corrected, a registered letter will be sent notifying the violator that the above mentioned charges are now accruing.
- (4) An alleged violator has a right to request a "hearing" before the Committee at any time during the first thirty day period either to contest the fact that a violation has occurred or to explain extenuating circumstances, if any.
- (5) All actions of the Committee shall be reported to the Board of Trustees. If the Board feels there are extenuating circumstances, they can extend the compliance period or defer imposing the charges.
- (6) If the "violation" has not been corrected within six months (180 days) from receipt of the first registered letter and the Board has not acted to extend the compliance period, then appropriate legal action will be undertaken to enforce the Protective Covenants.

C. Collection of charges.

- (1) The property owner will be billed on a monthly basis for a period of one year.
- (2) If after a year the charges are not paid, the appropriate legal action will be taken to record a lien against the property and to institute foreclosure proceedings.

Section 5. Interpretations. Issuance of written interpretations of general application shall be prepared by the Committee and become effective only upon receiving the approval of the Board of Trustees.

Section 6. Contracts. The Committee may, with the approval of the Board, enter into contracts in accordance with the form which is available at the club office, with owners of land on which there are violations of any Restrictions, in cases where the violation is temporary and where the owners admits the violation, and in which the owner agrees to remedy the violation within a certain time or upon the happening of a certain event. This contract shall be binding upon both parties, and signing this contract shall not constitute a waiver of the applicable Restrictions.



Section 7. Campers and Trailers. The use of a camper or trailer as a residence, except in designated camping areas, is prohibited by Island County Zoning Code No. 17.02.150.

These Bylaws include the following amendments, subsequent to April 15, 1972:

- Amendment 1, dated April 15, 1972
- Amendment 2, dated September 14, 1972
- Amendment 3, dated October 21, 1972
- Amendment 4, dated October 21, 1972
- Amendment 5, dated May 21, 1973
- Amendment 6, dated April 13, 1980
- Amendment 7, dated March 1, 1981
- Amendment 8, dated November 1, 1981
- Amendment 9, dated November 1, 1981
- Amendment 10, dated June 5, 1983
- Amendment 11, dated November 1, 1983
- Amendment 12, dated July 11, 1984
- Amendment 13, dated May 5, 1985
- Amendment 14, dated June 4, 1989
- Amendment 15, dated April 1, 1990
- Amendment 16, dated August 5, 1990
- Amendment 17, dated July 7, 1991
- Amendment 18, dated September 1, 1991
- Amendment 19, dated April 15, 1992
- Amendment 20, dated May 3, 1992
- Amendment 13, dated June 7, 1992

Signed this second day of August, 1992.

Arlene Strate, President

Moonyeen Barczewski, Secretary



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ISLAND COUNTY AUDITOR

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Scatchet Head Community Club
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DECLARATION OF PROTECTIVE RESTRICTIONS OF
THE PLAT OF SCATCHET HEAD
(Auditor's File No. 187635)

1. The following protective covenants supersede and abolish all previous covenants and shall apply to all of the lots of the Plats of Scatchet Head, Division No. 1, recorded under Auditor's File No. 162758, Volume 8, of Plat, Pages 3, 4, 5 and 6, and Division No. 3 recorded under Auditor's File No. 176445, Volume 8, Pages 50, 51 and 52, Records of Island County, State of Washington, hereinafter referred to as Scatchet Head.
2. No lot, tract, or portion of a lot or tract of this plat shall be divided and sold, or resold, or ownership changed or transferred whereby the ownership of any portion of this plat shall be less than 7200 square feet, (except Tracts A, B, C, D and E).
3. The following setback provisions shall be applicable:
 - No building or structure shall be built closer than 20 feet to the front property line.
 - On corner lots no building or structure shall be closer than 10 feet to the side property line abutting the street right-of-way line.
 - No residential building shall be built within the rear 20 feet of any lot.
 - No building or structure shall be built closer than 5 feet to any side property line.
 - In the event that an area in excess of a lot, as platted, is held in common ownership, the lot lines for the purposes of this paragraph shall be the boundary lines of the property so held.
4. Construction of a residence on any lot shall require a building permit and sewage disposal permit prior to commencement of work. In the event of a location of a mobile home on any lot a sewage disposal permit is required prior to said location.
5. Building restrictions and limitations:
 - All lots or tracts in Scatchet Head, Divisions No. 1 and No. 3 shall be used for single family residential purposes only (excludes mobile and house trailers) and shall be designated as "Residential Lots" except:
 - Lots 1, 2, 3, 4, 5, 20, 21, Block 1; Lots 1, 2, 9, Block 2; Lots 34, 34, and 52, Block 14;
 - may be used for commercial, multiple or single family residences, hereinafter designated as "Commercial Lot."



Lots 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, and 19, Block 1; Lots 3, 4, 5, 6, 7, 8, 10, 11, 12, Block 2; Lots 30 and 31, Block 9; Lots 36, 37, 38, 39, 53, 54, 55, 56, and 57, Block 14, may be used multiple or single family residences, hereinafter designated "Multiple Residence Lot."

All of Block 3, 4, and 5, except Lot 13, Block 5, shall be reserved for mobile or house trailers or may be used for single family residences, hereinafter designated "Mobile Home Lot."

Tracts A, B, C, D, and E, Lot 13 Block 5; and that portion of Lot 18, Block 12, beginning at the northwest corner of said Lot 18: thence south 31° 40' 00" east a distance of 100.00 feet to the True Point of Beginning of said line; thence north 58° 20' 00" east a distance of 112.49 feet to the westerly margin of George Drive, shall be reserved and utilized for community purposes.

6. All buildings shall be of new construction and shall have their exteriors finished within one year, including outside painting, after commencement of construction and shall be completed in conformance with the Island County Building Code and Health Department regulations.
7. No fence or hedge shall be erected or permitted to remain or be allowed to grow to a height exceeding six feet.
8. No noxious, illegal, or offensive use of land shall be carried on upon any lot nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.
9. No hogs, cattle, horses, sheep, goats, similar livestock or poultry shall be permitted or maintained on said property at any time. Cats and dogs as household pets, not exceeding a total of two in number, except for litters for a period of ninety (90) days, shall be permitted but must be kept on the premises of the owner. Not more than one accessory building on any one building site shall be permitted for use in the housing of cats and dogs. Any such building shall be located not less than thirty (30) feet from any place of human habitation other than the owners.
10. After January 1, 1970, no signs of any kind shall be displayed to the public view on any lot, except each lot may have one professional sign of not more than one square foot and/or one sign of not more than five square feet advertising the property for sale or rent.
11. No oil drilling, oil development operations, oil refining, quarrying, or mining operations of any kind shall be permitted upon or in any lot, nor shall oil wells, tanks, tunnels, mineral



excavations or shafts be permitted upon or in any lot, no derrick or other structures designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any lot.

12. No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.
13. No goods, equipment, trucks, vehicles, or paraphernalia used or designated for use in connection with any business, service or trade shall be kept or stored in the open on any lot or street.
14. These restrictions shall be binding on all persons and parties claiming title to any lot contained in this plat until January 1, 1970. Thereafter, such restrictions shall continue to be effective until repealed in whole or part from time to time upon the written and acknowledged concurrence of the owners or sixty-five (65) percent of all lots in this Plat.
15. If the parties hereto or any of them, their heirs or assigns, shall violate or attempt to violate any of the Covenants herein contained, it shall be lawful for any other person or persons owning any real property situated in said Scatchet Head or having a vendee's interest under a real estate contract to purchase any property situated in said Scatchet Head, to prosecute any proceedings at law or inequity against the person or persons violating or attempting to violate any such covenants and to prevent him or them from so doing and to recover damages arising from such violations.
16. Invalidation of any of these Covenants by a judgment of any court or competent jurisdiction shall in no way affect any of the other provisions which shall remain in full force and effect.
17. All lots are subject to the Articles of Incorporation and Bylaws of Scatchet Head Community Club.



INTERPRETATIONS OF PROTECTIVE RESTRICTIONS
OF GENERAL APPLICATION

REVISED BY AN AMENDMENT RECORDED WITH THE ISLAND COUNTY AUDITOR,

File No. 91019147 , book 0619, Page 0198, December 13, 1991

Pursuant to Article XIII of the Bylaws of Scatchet Head Community Club, the Plat Restriction and Architectural Committee, hereinafter called "Committee," hereby issues the following written new interpretations of the Declaration of Protective Restrictions of Scatchet Head, hereinafter "Restrictions," which "Restrictions" have been recorded with the Island County Auditor under Auditor's File No. 187635, and amending those "Interpretations" pertaining to "mobile or house trailers" as recorded March 24, 1981 (Island County Auditor File No. 380848). The "Committee" finds the inclusion of a "manufactured home" and excluding a "modular home" meets the clear intent of the restrictive covenant as determined by the purposes sought to be accomplished by the covenant. Further, this "Committee" finds that this new interpretation protects the homeowners' collective interest and, therefore, the following amendments are recommended to the Board of Trustees of Scatchet Head Community Club for ratification and for recording with the Island County Auditor:

1. **New Construction** New Construction, for the purposes of paragraph 6 of the Restrictions, means new plumbing, new foundation, and new electrical wiring.
2. **Mobile or House Trailers** Paragraph 5 of the Restrictions uses the term "mobile or house trailers." "Mobile or house trailers" means "mobile home," "camper," "house trailer," "motor home," and "manufactured home," as defined in paragraph 3, and such are restricted to Blocks 3, 4, and 5 of the Plat of Scatchet Head by paragraph 5 of the restrictions. A "modular home" as hereinafter defined, does not come within this restriction.
3. **Definitions**
 - 3.1 "Mobile home" means a structure, transportable one or more sections, which is eight body feet wide or more in width, and which is built on a permanent chassis, and designed to be used as a dwelling with or without a permanent foundation when connected to the required utilities and includes the plumbing, heating, air-conditioning, and electrical systems contained therein, and excluding modular homes.
 - 3.2 "Camper" means a structure designed to be mounted upon a motor vehicle which provides facilities for human habitation or for temporary outdoor or recreational lodging and which is



five feet or more in height from its floor to its ceiling when fully extended, but shall not include motor homes as described herein.

3.3 "House trailer" means every vehicle without motive power designed for being drawn by or used in conjunction with a motor vehicle constructed so that no appreciable part of its weight rests upon or is carried by such motor vehicle, which provides facilities for human habitation or for temporary outdoor or recreational lodging, but does not include a municipal transit vehicle, or any portion thereof.

3.4 "Motor home" means motor vehicle originally designed, reconstructed, or permanently altered to provide facilities for human habitation.

3.5 "Modular home" means any factory-built housing designed primarily for residential occupancy by human beings which does not contain a permanent frame and must be mounted on a permanent foundation.

3.6 "Manufactured home" means a structure meeting all of the following requirements:

3.6.1 Any structure, transportable in one or more sections upon the public streets and highways on its own running gear, which, when erected on site, is designed to be connected to required utilities and utilized as a dwelling, and which exceeds thirty-two feet in length and eight feet in width.

3.6.2 A structure, as described in 3.6.1, which has the running gear and tow hitch removed, and is equipped with permanent base and foundation fascia, and has permanently installed utility connections conforming to applicable codes.

3.6.3 Foundation base means a base of concrete, crushed rock or other properly engineered design, which meets the standards of the Department of Housing and Urban Development for proper support of a manufactured home.

3.6.4 A structure which has a system of straps, cables, turnbuckles or chains, which is used to secure a manufactured home to ground anchors, and which complies with the standards of the Department of Housing and Urban Development for manufactured homes.

3.6.5 An acceptable foundation fascia is fire and weather resistant material surrounding the entire perimeter of the manufactured home which completely encloses the space between the exterior wall of the manufactured home and the ground.

3.6.6 A manufactured home which meets the standards of the National Mobile Home Construction and Safety Standards Act of 1974, and rule and regulations adopted thereunder,



including (1) regulations and interpretations of the State of Washington, Department of Labor and Industries, adopted pursuant to HUD rules and (2) information supplied by the manufacturer of a home, which has been stamped approved by the Department of Housing and Urban Development pursuant to HUD rules, (3) shall bear a tag or seal of approval of the State of Washington or the Department of Housing and Urban Development, (4) shall meet all HUD thorough standards and meet all applicable codes.

- 4. **Definition of Owner** "Owner" of a mobile home, camper, house trailer, motor home, or manufactured home means a person who has lawful right of possession of a mobile home, camper, house trailer, motor home, or manufactured home by reason of obtaining it by purchase, exchange, gift, lease, inheritance or legal action whether or not the mobile home, camper, house trailer, motor home, or manufactured home is the subject to a security interest and means registered owner where the reference to owner may be construed as either registered or legal owner.
- 5. **Noxious, Illegal, And Offensive Use** Paragraph 8 of the Restrictions prohibits noxious, illegal, and offensive use of land, as well as a use which may be or become an annoyance or nuisance to the neighborhood. Offensive shall mean objectionable, repulsive, distasteful, or displaying to the general community.

For the purposes of Paragraph 8, noxious, illegal, and offensive use of land, and a use which is an annoyance or nuisance to the neighborhood, includes but is not limited to the following:

- 5.1 Any structure or vehicle actually used as a dwelling, which constitutes a violation of the Island County Building Code, the Island County Electrical Code, the Island County Plumbing Code, the Island County Fire Code, and the Rules and Regulations of the Island County Health Department.
- 5.2 Any clearcutting of every tree or virtually every tree on one or more lots within the plat of Scatchet Head. The reason for this clearcutting prohibition is that clearcutting tends to change or increase surface water drainage and erosion within the plat of Scatchet Head, to the detriment of other owners
- 5.3.1. Storage of "junk vehicle" means a vehicle meeting at least three of the following requirements:
 - Is three years old or older



- Is extensively damaged, such damage including but not limited to any of the following: A broken window or windshield, missing tires, motor, transmission or body parts.
- Is apparently inoperable.
- Has an approximate fair market value equal only to the approximate value of scrap in it.

5.3.2 The storage or warehousing of inoperable appliances external to a residential dwelling.

5.3.3 Unused building materials or building debris stored in public view.

6. **Contracts** The Committee may enter into a contract with the owner of a lot who is using the lot in a manner prohibited by the Restrictions, allowing the violation to continue if (1) the violation is temporary, (2) the owners signs a contract in the form which is available at the club office, and (3) the temporary need for the use is reasonable, in the opinion or the Committee, and meets the criteria of Article XIII of the Bylaws of this Club.