The Sewer Utility Manager shall be responsible to contact the proper individuals to effect a repair in event of a problem with the community portion of the system. The Community portion of the system includes all pumplines located on ease. ments and shared with other members connected to the community drainfield, the community drainfield, siphoning mechanism and related appurtenances; and the siphoning house. A 24and related appurtenances, and the siphoning house. A 24-hour emergency telephone number will be posted on the siphoning house in a conspicuous place in vent of a system problem; this number shall be the number to reach the Sewer Utility Manager. All repairs and/or alterations to the community portion of the system must be approved through a licensed designer and effected by a licensed installer through the Tacoma-Pierce County Health Department. IESS CLEAR THA THE DOCUMENT. the Tacoma-Pierce County Health Department. That portion of the community system located on individually owned property will be the responsibility of the owner; this 18 includes individual wet wells, pumps and related appurtenan THIS PRAME THE QUALITY ces, septic tanks and force mains located on individual lots All individual constructed residences shall comply with the current plumbing code requirements governing and limiting witer usage through all plumbing fixtures. Water reducing shims are required on all faucets, interior water pressure shall be limited to 55 psi static pressure. Residences may be supplied through a water meter for monitoring water usage DOE The Sewer Utility Manager will be appointed by the rules of the Articles of Incorporation or Association Bylaws; prior to or during interim appointment the Board of Directors shall have the authority and responsibility of the Sewer Utility Manager. Tradition of the Park The Sewer Utility Managers NOTICE: 1 THIS NOTI mts for individual Will be required to enforce requirem Will be required to keep a log book to record all info mation regarding the use and maintenance of the entire 21 system. make periodical checks on the comill be required to munity portion of the entire system at the specified elsewhere in this Declaration. system at the intervals **AUDITOR'S HOTE** LITY FOR BECOME

WHITEHAN S COVE DITLITY & MAINTENANCE ARROCIATION

DECLARATION OF COVENANTS AND CONDITIONS FOR SEWER UTILITY

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eptic tank puming verification and main tain a file at the Association office.

of Dener is responsible for:

The Lot Comer is responsible for:

- Pumping cut septic tank once every three years and forward a copy of the pumping reciept to the Sewer Utility Manager. A copy to be on file at Association office.
- All portions of the septic system located on their in-dividual parcel, including; septic tanks and wet well, pumps, and related appurtenances, force main and check-
- Not tampering with any portion of the shove described bystom.
- int allowing any surface drainage, downspout water or any other flows except sewage disposal to enter the system.
- Contacting a Licensed Designer in event of a system mal tunction.
- All electrical connections and power usage for their in cividual pump station.
- Allowing the Sewer Utility Manager to inspect said in-dividual system at various times to insure proper operetion.

Sower (Hillity Manager maintenance checklists

- their valve river at mach connection point for leaks and proper operation.
- thech easement area along where force main is buried for leaks.
- Check inquid levels in the met well to certify proper cheretion of the siphon. Levels observed at the bell of the siphon might mean that the system is trickling.
- Check siphon screen to guard against clogging.
- That and log disc counter for review of system flows tor that time period.

- present upon final inspection of the constructed bys tem to pretust peration.
- Insure that an accurate set of as-builts (plans) for tuture returence are on file at the Association office
- Contact Designer in event of system maifunction

Check list item #3 to be cone bimonthly; all other checks he done veardor.

Sever Utility Pembership:

A SEPTIC DRAIL-TELD EASEMENT has been filed with Lounty Audito - office for the exclusive right Love Utility and Maintenance Association. For t Country Heditor of the tor the exclusive random was also have the property of the manufacture of the four (4) "sewer Hook-ups" for parcel \$ 100-20-15-2-025, at no monetary cost. The cost of the "bhase I" community sewer project will be borne by cymone of lots: Additors her #27-345 vol. dop.788 Lct # s 1, , and 4; Additors Fee #77-245 vol. 16 p.39 Lot # s 2 and 3. 1, , and 4; Additors Fee #//~276 Vol. 16 p. 987 Lot #18 2 and 3; Additors Fee # 7-344 Vol. 16 p. 987 Lot #18 2 and 3; Additors Fee #77-744 Vol. 20 p.87 Lot #1; Whiteman's Covered to the Lot #4 of Additors Fee #77-296 Vol. 16 p. 39 will be paid for by the aforementioned lot concers and this hook-up will become the property of the Whileman's Cove Sower Utility.

Haintenwice Cost

His maintenance, repair, replacement cost to the community portion of the sewer utility system to be borne equally by all tel owners hooked into or otherwise assigned a hook up to the system known as Whiteman's Cove Community Sewer Utility.

this maintenance agreement is in accordance with the Rules and Regulations of the Pierce Count, Health Department, 87-

Busy P. Walla PRESIDENT Whitemen's Come 4 tility & Mointenance Assoc

Auditor's Note: Complete notary omitted.

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DECLARATION OF COVENANTS AND CONDITIONS FOR:

The Sewer Utility Manager shall be responsible to contact the proper individuals to effect a repair in event of a problem with the community portion of the system. The Community portion of the system includes: all pumplines located on easements and shared with other members connected to the community drainfield, the community drainfield, siphoning mechanism and related appurtenances, and the siphoning house. A 24-hour emergency telephone number will be posted on the siphoning house in a conspicuous place in event of a system problem: this number shall be the number to reach the Sewer Utility Manager. All repairs and/or alterations to the community portion of the system must be approved through a licensed designer and effected by a licensed installer through the Tacoma-Pierce County Health Department.

That portion of the community system located on individually owned property will be the responsibility of the owner; this includes individual wet wells, pumps and related appurtenances, septic tanks and force mains located on individual lots.

All individual constructed residences shall comply with the current plumbing code requirements governing and limiting water usage through all plumbing fixtures. Water reducing shims are required on all faucets, interior water pressure shall be limited to 55 psi static pressure. Residences may be supplied through a water meter for monitoring water usage.

The Sewer Utility Manager will be appointed by the rules of the Articles of Incorporation or Association Bylaws; prior to or during interim appointment the Board of Directors shall have the authority and responsibility of the Sewer Utility Manager.

The Sewer Utility Manager:

- Will be required to enforce requirements for individual connections.
- 2) Will be required to keep a log book to record all information regarding the use and maintenance of the entire system.
- 3) Will be required to make periodical checks on the community portion of the entire system at the intervals specified elsewhere in this Declaration.

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4) Will recieve septic tank puming verification and maintain a file at the Association office.

The Lot Owner is responsible for:

- Pumping out septic tank once every three years and forward a copy of the pumping reciept to the Sewer Utility Manager. A copy to be on file at Association office.
- All portions of the septic system located on their individual parcel, including; septic tanks and wet well, pumps, and related appurtenances, force main and checkvalves.
- Not tampering with any portion of the above described system.
- Not allowing any surface drainage; downspout water or any other flows except sewage disposal to enter the system.
- 5). Contacting a Licensed Designer in event of a system mal-
- All electrical connections and power usage for their individual pump station.
- 7) Allowing the Sewer Utility Manager to inspect said individual system at various times to insure proper oper ation.

Sewer Utility Manager maintenance checklist:

- Check valve riser at each connection point for leaks and proper operation.
- Check easement area along where force main is buried for leaks.
- 3) Check liquid levels in the wet well to certify proper operation of the siphon. Levels observed at the bell of the siphon might mean that the system is trickling.
- 4) Check siphon screen to guard against clogging.
- 5) Check and log dose counter for review of system flows for that time period.

- 6) Be present upon final inspection of the constructed system to pretest operation.
- 7) Insure that an accurate set of as-builts (plans) for future reference are on file at the Association office:
- B) Contact Designer in event of system malfunction.

Check list item #3 to be done bimonthly; all other checks to be done yearly.

Sewer Utility Membership

A SEPTIC DRAINFIELD EASEMENT has been filed with the Pierce County Auditors Office for exclusive right of Whiteman's Cove Utility & Maintenance Association. This easement will be utilized by PHASE I and PHASE II Community Septic Systems.

All connections on both PHASE I and PHASE II systems will be based on effluent flows of 240 gallons per day maximum, equivalent to a two (2) bedroom residence, with the exception of Lot 6 of Whiteman's Cove Plat One, for which the maximum daily flow is 360 gallons per day, equivalent to a three (3) bedroom house.

For this easement, Charles Rembert will be entitled to four (4) "sewer connections" on PHASE I and four (4) connections on PHASE II at no monetary cost. These connections are dedicated as follows:

```
conn 1) PHASE I- Short-plat 77-344 Lot 1
conn 2) PHASE I- Short-plat 77-296 Lot 4
conn 3 & 4) PHASE I- Dedicated from futue Short-plat of
Parcel # 00-20-15-2-025

conn 5) PHASE II- Short-plat 77-744 Lot 4
conn 6) PHASE II- Short-plat 77-744 Lot 3
conn 7) PHASE II- Short-plat 77-744 Lot 2
conn 8) PHASE II- Dedicated to Parcel #R00-20-15-3-013
```

The cost of the Community Septic System, both PHASE I and II will be borne equally by, and dedicated to the following Lot Owners:

```
77-345
                      Lots 1-3-4
                                   (PHASE I)
Short-plat
                                    (PHASE I)
                     Lots 2-3
Short-plat
               77-296
               77-344 Lots 2-3
                                    (PHASE I)
Short-plat
                                    (PHASE I)
               77-744
                       Lot
Short-plat
Whiteman's Cove Plat One Lot 14
                                    (PHASE I)
```

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Whiteman's Cove Plat One Lots 5-6-10-13-16-19-20% (PHASE II)

The remaining availability, one (1) connection from PHASE I and three (3) connections from PHASE II shall become the property of WHITEMAN'S COVE UTILITY & MAINTENANCE ASSOCIATION.

THIS DECLARATION SUPERCEDES ALL OTHERS... April 15, 1992

Rudy P. Wallace- President
WHITEMAN'S COVE UTILITY & MAINTENANCE ASSOCIATION

Auditor's Note: Complete notary omitted.

BYLAWS

RECORDED CATHY PEARSALL-STIPEK AUDITOR PIERCE CO. WASH .

ARTICLE I NAME AND LOCATION

WHITEMAN'S COVE UTILITY The name of the corporation is: AND MAINTENANCE ASSOCIATION, hereafter referred to as the "Association". The principal office of the corporation shall "Association". The principal office of the corporation shall be located at 5811 So. Sheridan Ave., Tacoma, Washington, 98408, but meetings of members and directors may be held at such places within the State of Washington as may be designated by the Board of Directors.

ARTICLE II

"Association" shall mean and refer to White-Section 1. man's Cove Utility and Maintenance Association, its successors and assigns.

"Board" shall mean Board of Directors as Section 2. described in Art. IV.

Section 3. "Common Area" shall mean all real property owned by the Association for the common use and enjoyment of the Owners.

"Cove Maintenance Utility" shall mean the Section 4. care and maintenance of common areas on and near the "Cove" to include the maintenance of the water system and any fisheries that may be instituted.

Section 5. "Declaration" shall mean and refer to the Supplemental Declaration of: Management and Operations of Whiteman's Cove Utility & Maintenance Association, Covenants and Conditions For Sewer Utility, (and if included) Water (potable) District Utility, Cove and Street Maintenance Utility; to the Properties recorded in the Office of the Pierce County Auditor.

Section 6. "Emergency" shall mean any incident or problem occurring because of or due to any utility or obligation assigned to the Association that requires immediate action to control or stop any harmful action toward the utilities are obligations assigned to the Association.

"Lot" shall mean and refer to any of the Section 7. "Lot" shall mean and re Lots described as part of the properties.

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Section 9. "Member" shall mean and refer to those persons entitled to membership as provided in the Declaration, to include all lots on and around Whiteman's Cove utilizing at least one of the utilities.

Section 10. "Eligible Voting Member" shall mean any lot owner from Art. II Sec. 8 that has paid current dues, assessments, and fees on any lot to be voted at the Annual Meeting prior to voting.

"Owner" shall mean and refer to the record Section 11. owner, whether one or more persons or entities, of the fee simple title to any Lots which is a part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 12. "Properties" shall mean and refer to that certain real property described in the Supplemental Declaration: of Covenants and Conditions For Sewer Utility, and s ch additions thereto as may hereafter be brought within the jurisdiction of the Association.

"Street Maintenance" shall mean the main-Section 13. tenance and upkeep of any common streets that have not been designated as county streets, roads, or highways incumbering the county for maintenance and upkeep, if and when this has been decreed by the Association.

Section 14. "Water Utility" shall mean a potable water district that is certified by the Pierce County Health Department.

ARTICLE III MEETING OF MEMBERS

The first annual meeting Annual Meetings. Section 1. of the members shall be held within one year from the date of incorporation of the Association, April 3, 1991, and each subsequent regular annual meeting of the members, shall be held in the same month of each year thereafter.

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Section 2. Special Meetings. Special meetings of the members may be called at any time by the president or by the Board, or upon written request of (1/4) one-fourth of all the members who are entitled to vote.

Section 3. Notice of Meetings. Written notice of each meeting of the members shall be given by, or at the direction of, the secretary or person authorized to call the meeting, by mailing a copy of such notice, postage prepaid, at least fifteen (15) days before such meeting to each member entitled to vote thereat, addressed to the member's address last appearing on the books of the Association for the purpose of notice. Said notice shall specify the place, day and hour of the meeting, and, in the case of a special meeting, the purpose of the meeting.

Section 4. Quorum. The presence at the meeting of members entitled to cast, or of proxies entitled to cast, 20 per cent (20%) of the votes of each class of membership shall constitute a quorum for any action except as otherwise provided in the Articles of Incorporation, the Declaration of Management and Operation for Whiteman's Cove Utility & Maintenance Association, or these Bylaws. If, however, such quorum shall not be present or represented at any meeting, the members entitled to vote thereat shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum as foresaid shall be present or be represented.

Section 5. Proxies. At all meetings of members, each member may vote in person or by proxy. All proxies shall be in writing and filed with the secretary. Every proxy shall be revocable and shall automatically cease upon conveyance by the member of his/her lit.

BOARD OF DIRECTORS: SELECTION and TERM OF OFFICE

Section 1. Number. The affairs of this Association shall be managed by a Board of three (3) directors, all of which shall be members of the Association.

Section 2. Term of Office. At the first annual meeting the members shall elect one (1) director for a term of one (1) year, one (1) director for a term of two (2) years, and one (1) director for a term of three (3) years; and at each annual meeting thereafter the members shall elect one (1) director for a term of three (3) years.

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Section 4. Compensation. No director shall receive compensation for any service he may render to the Association. However, any director may be reimbursed for his/her actual expenses incurred in the performance of his/her duties.

Section 5. Action Taken Without A Meeting. The directors shall have the right to take any emergency action in the absence of a meeting which they could take at a meeting by obtaining the written approval of all the directors. Any action so approved shall have the same effect as though taken at a meeting of the directors.

ARTICLE V NOMINATION AND ELECTION OF DIRECTORS

Section 1. Nomination. Nomination for election to the Board of Directors shall be made by a Nominating Committee. Nominations may also be made from the floor at the annual meeting. The Nominating Committee shall consist of a Chairperson, who shall be a member of the Board of Directors, and two (2) or more members of the Association. The Nominating Committee shall be appointed by the Board prior to each annual meeting of the members, to serve from the close of such annual meeting until the close of the next annual meeting and such appointment shall be announced at each annual meeting. The Nominating Committee shall make as many nominations for election to the Board as it shall in its discretion determine, but not less than the number of vacancies that are to be filled. Such nominations may be made from among members.

Section 2. Selection of Nominees. All three (3) directors shall be members of the Association. These three directors shall have membership in a minimum of two (2) of the utilities i.e. Sewer, Water District, Cove Maintenance, and/or Street Maintenance.

Section 3. Elertion. Election to the Board shall be by secret written ballot. At such election the members of their proxies may cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the Declaration. The persons receiving the largest number of votes shall be elected. Cumulative voting is not permitted.

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ARTICLE VI MEETINGS OF THE BOARD OF DIRECTORS

Section 1. Regular and Special Meetings. Regular and/or Special Meetings of the Board shall be held when called by the president of the Association, or by any two (2) directors, after not less than three (3) days notice to each director. Directors shall meet a minimum of one (1) time prior to the annual membership meeting.

Section 2. Quorum. A majority of the number of directors shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the Directors present at a duly held meeting at which a quorum is present shall be regarded as the act of the Board.

ARTICLE VII POWERS AND DUTIES OF THE BOARD OF DIRECTORS

Section 1. Powers. The Board shall have the power to:

- (a) exercise for the Association all powers, duties and authority vested in or delegated to this Association and not reserved to the membership by other provisions of these bylaws, the Articles of Incorporation, or the Declaration of Management and Operations of Whiteman's Cove Utility & Main-tenance Association.
- (b) declare the office of member of the Board of Directors to be vacant in the event such member shall be absent from three (3) consecutive meetings of the Board of Directors with a nonvalid excuse; and
- (c) employ an independent contractor, or such other employees as they deem necessary, and to prescribe their duties under emergency conditions.

Section 2: Duties. It shall be the duty of the Directors to:

- (a) cause to be kepted a complete record of all its acts and corporate affairs and to present a statement thereof to the members at the annual meeting of the members, or at any special meeting when such statement is requested in writing by one-fourth (1/4) of the members entitled to vote:
- (b) supervise all officers, agents and employees of this Association, and to see that their duties are properly performed;

- (c) issue, or to cause an appropriate officer to issue, upon demand by any person, a certificate setting forth whether or not any assessment has been paid, such certificate shall be conclusive evidence of such payment;
- (d) procure and maintain adequate liability and hazard insurance on property owned by the Association;
- (e) enforce or cause to be enforced any and all required codes, regulations, and other requirements of state, local ordinances, and the requirements of any easements, Declarations pertaining to the Whiteman's Cove Utility and Maintenance Association.
- (f) cause all officers or employees having fiscal responsibilities to be bonded, as it may deem appropriate; and
- (g) cause the common area to be maintained.

ARTICLE VIII DEFICERS AND THEIR DUTIES

Section 1. Enumeration of Officers. The officers of this Association shall be a president, vice-president, and secretary-treasurer, who shall at all times be members of the Board; a recording secretary and such other officers as the Board may from time to time create by resolution.

Section 2. Election of Officers. The election of officers shall take place at each annual meeting of the members.

Section 3. Term. The officers of this Association shall be elected annually by the membership and each shall hold office for three (3) years unless he/she shall sooner resign, or shall be removed, or otherwise disqualified to serve.

Section 4. Special appointments. The Board may elect such other officers as the affairs of the Association may require (recording secretary), each of whom shall hold office for such a period, have such authority, and perform such duties as the Board may, from time to time, determine.

Section 5. Resignation and Removal. Any special appointed officer may be removed from office with cause by the Board. any officer may resign at any time giving written notice to the Board, the president, vice-president, or

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Section 6. Vacancies. A vacancy in any special appointed office may be filled by appointment by the Board. The officer appointed to such vacancy shall serve the remainder of the term of the officer replaced.

Section 7. Multiple Offices. No person shall simultaneously hold more than one of any of the other offices except in the case of special offices created pursuant to Section 4 of this Article.

Section 8. Duties. The duties of the officers are as follows:

President

(a) The president shall preside at all meetings of the Board; shall see that orders and resolutions of the Board are carried out; shall sign all leases, mortgages, deeds and other written instruments and shall co-sign all checks and promissory notes.

Vice-President

(b) The vice-president shall act in the place and stead of the president in the event of his/her absence, inability or refusal to act, and shall exercise and discharge such other duties as may be required of him/her by the Board.

Secretary/Treasurer

(c) The secretary/treasurer shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the members; keep the corporate seal of the Association and affix it on all papers requiring said seal; serve notice of meetings of the Board and of the members; keep appropriate current records showing the members of the Association together with their addresses, and shall perform such other duties as required by the Board.

The secretary/treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board; shall sign all checks and promissory notes of the Association; keep proper books of account; cause an annual audit of the Association books to be made by t public accountant at the completion of each fiscal year; and shall prepare an annual budget and statement of income and expenditures to be presented to the membership at its regular annual meeting, and deliver a copy of each to the members.

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Recording Secretary

(d) The recording secretary shall take minutes of Board meetings and meeting with members; minutes shall be prepared for distribution to members in cooperation with the secretary/treasurer or president.

ARTICLE IX

The Association shall appoint a Nominating Committee, as provided in these bylaws. In addition, the Board shall appoint other committees as deemed appropriate in carrying out its purpose.

ARTICLE X BOOKS AND RECORDS

The books, records and papers of the Association shall at all times, during reasonable business hours, be subject to inspection by any member. The Declarations, the Articles of Incorporation and the bylaws of the Association shall be available for inspection by any member at the principal office of the Association, where copies may be purchased at reasonable cost.

ARTICLE XI ASSESSMENTS

As more fully provided in the Declarations, each member is obligated to pay to the Association annual and special assessments which are secured by the continuing lien upon the property against which the assessment is made. Any assessments which are not paid when due shall be delinquent. If the assessment is not paid within thirty (30) days after the due date, or arrangements made with the Board, the assessment shall bear interest from the date of delinquency at the rate of twelve percent (12%) per annum, and the Association may bring an action at law against the owner personally obligated to pay the same or foreclose the lien against the property, and interest, cost, and reasonable attorney's fees of any such action shall be added to the amount of such assessment. No owner may waiver or otherwise escape liability for the assessments provided for herein by nonuse of the Common Area or abandonment of his/her lot.

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ARTICLE XII

Section 1. These bylaws may be amended, at a regular or special meeting of the members, by a vote of a majority of a quorum of members present in person or by proxy.

Section 2. In case of any conflict between the Articles of Incorporation and these bylaws, the Articles shall control; and in the case of any conflict between the Declarations and these bylaws, the Declarations shall control.

ARTICLE XIII NONPROFIT ASSOCIATION

This Association is not organized for profits. No member, member of the Board, or person from whom the Association may receive any property or funds shall receive or shall be lawfully entitled to receive any pecuniary profit from the operations thereof, and in no event shall any part of the funds or assets of the Association be paid as salary or compensation to, or distributed to, or inure to the benefit of any member of the Board, from time to time, being reimbursed for his/her actual and reasonable expenses incurred in connection with carrying out the duties and responsibilities of this Association.

ARTICLE XIV

The fiscal year of the Association shall begin on the first day of January and end on the thirty-first day of December of every year, except that the first fiscal year shall begin on the date of incorporation.

IN WITNESS WHEREOF, we, being all of the directors of the Whiteman's Cove Utility & Maintenance Association, have Hereunto set our hands this _____ day of _______, 1991

Rody P. Wallow President

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CONDITIONS + COVENANTS AGREEMENT

WHITEMAN COVE UTILITY & MAINTENANCE ASSOCIATION

The Whiteman Cove Utility & Maintenance Association conditions and commants run with the land (9307290353) The following properties are affected by this agreement:

Whiteman Cove Plat One Lots 1-20

Short Plat 77-345 Lots 1-4

Short Plat 77-296 Lots 1-4

Short Plat 77-344 Lots 1-4

Short Plat 77-744 Lots 1-4

Also affected, any lot that may be servewd by any "Association" Declaration, Utility, or District.

Lat 13 Plat 1 LOT NUMBER 19519 Whitemans W.

Rd. K.P.S LONG BRANCH WA 98351 Barbara J. Pitto Heard

6-8-1993 DATE



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addendur to By-Laws!

WHITEMAN COVE UTILITY & MAINTENANCE ASSOCIATION

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The Whiteman Cove Utility & Maintenance Association

conditions and covenants run with the land.

The following properties are affected by this agreement:

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Jane L. William

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NHITEMAN COYE PLAT ONE LOT 14 LOT NUMBER

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