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DECLARATION OF TRACT RESTRICTIONS  
AMENDATORY TO AND ADDITIONAL TO RESTRICTIONS  
CONTAINED IN ORIGINAL DEDICATION  
OF  
RIVERWOOD ADDITION  
FERRY COUNTY, WASHINGTON

ME, William E. Freeland, Florence E. Freeland  
William J. Bisson and Della J. Bisson

hereinafter referred to as the owners of a certain subdivision situated in the County of Ferry, State of Washington, known generally and described as "Riverwood Addition", according to the official plan and map thereof filed and recorded July 30, 1962, in Book 1 of Plats, Page 99, in the office of Auditor of said Ferry County, do hereby certify and declare that we have established and do hereby establish the following restrictions, covenants and conditions amendatory to and additional to the restrictions, covenants and conditions contained in the dedication of the said Riverwood Addition, subject to which all lots, parcels and portions of said Riverwood Addition shall be held, used, leased, sold, and conveyed, each of which is for the benefit of said property and of each and every lot and parcel thereof, and shall apply to and bind the respective heirs, executors, administrators, successors in interest, and assigns of the owners.

RECITALS

(1) It is the purpose and intent of the owners that each and every lot sold should be deemed to be and construed as part of the whole tract of land above described, and that said conditions, covenants, restrictions, and charges to be placed on any lot or portions thereof shall be for the benefit of said lot and all other lots and portions of said lots above described, and that all parcels and portions of said lots shall be subject to conditions, covenants, restrictions, and charges for the common benefit of all of said lots and the owners thereof, present, and subsequent, as hereinafter specified.

(2) Said conditions covenants, restrictions, and charges are part of a common general plan or schedule of restrictions and covenants with regard to said above described property and all of the lots therein contained, and are designed for the mutual benefit of each parcel and lot therein, and in favor of each parcel as against the other parcels in said tract and also the owner of said parcels shall be subject to the conditions, covenants, restrictions, and charges hereinafter set forth for the benefit of any lot or lots of said tract of land sold.

(3) Said conditions, covenants and charges shall operate as covenants running with the lands for the benefit of the lots in said tract of land or their owners.

AMENDATORY AND ADDITIONAL RESTRICTIONS

(1) All lots in the tract shall be known and described as residential lots and no structure shall be erected, altered, placed or permitted on any residential building lot save one single family dwelling house and the out buildings of such house, including a private garage; provided that no uncompleted house, trailer, basement, tent, shack, barn, or other out building erected in the tract shall at any time be used as a residence temporarily or permanently, except that for a period of not more than eighteen months the owner of a lot may have the right to place on said property a trailer house and occupy the same pending the construction of a dwelling house, The exterior of said dwelling house must be completed

within eighteen months from the commencement thereof; and immediately thereafter the owner of said lot shall remove therefrom any trailer house and shall not have the right thereafter to place thereon or occupy thereon a trailer house.

(2) No poultry, rabbits, hogs, cows, goats, sheep or livestock of any kind shall be harbored, kept, bred, or raised upon said property or any part thereof, save and except dogs and cats.

(3) If the owner of any lot in said subdivision, or the heirs or assigns of such owner, shall violate or attempt to violate any of the covenants herein, or in the original dedication, it shall be lawful for any other person or persons owning any real property situated in said subdivision to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenants, and either to prevent him or them from so doing or to recover damages or other dues for such violations. In the event of such action, if judgment is in favor of the owner, (plaintiff in such action), then the defendant in said action shall be liable for the payment of attorney fees and costs in said action.

(4) Invalidation of any one of these covenants by judgment or court order shall in no wise affect any of the other provisions.

SAVING PROVISIONS

Except as herein specifically amended the restrictions covenants and conditions contained in the dedication of the plat of Riverwood Addition shall remain in full force and effect.

DATED:

9-7-67 *William E. Freeland*  
*Florence E. Freeland*  
*William J. Bisson*  
*Della J. Bisson*

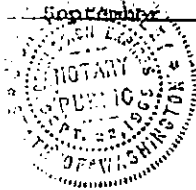
STATE OF WASHINGTON)

: ss

County of Stevens )

I, the undersigned, a Notary Public in and for the State of Washington, hereby certify that on this day personally appeared before me, William E. Freeland and Florence Freeland, William J. Bisson and Della J. Bisson, to me known to be the individuals described in and who executed the within and foregoing instrument and acknowledged that they signed the same as their free and voluntary act and deed for the uses and purposes therein mentioned.

Given under my hand and official seal this 19th day of September, 1967.



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Recorded   
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*Adeline M. Schreiber*  
Notary Public in and for the State of Washington, residing at Kettle Falls

STATE OF WASH. COUNTY OF PERRY, WA.  
FILED OR RECORDED 350  
VOL 14 of Misc. PAGE  
REQUEST OF Sidney R. Buckley  
ON Sept. 21 (8:13 A.M.) 1967  
Adeline M. Schreiber  
COUNTY AUDITOR Helen A. Walker  
MAIL TO Above, Colville, Wash. 99114

DECLARATION OF TRACT RESTRICTIONS  
AMENDATORY TO AND ADDITIONAL TO RESTRICTIONS  
CONTAINED IN ORIGINAL DEDICATION  
OF  
RIVERWOOD ADDITION  
FERRY COUNTY, WASHINGTON

WE, SIDNEY R. BUCKLEY and R. RAE BUCKLEY

hereinafter referred to as the owners of a certain subdivision situated in the County of Ferry, State of Washington, known generally and described as "Riverwood Addition", according to the official plan and map thereof filed and recorded July 30, 1962, in Book 1 of Plats, Page 99, in the office of Auditor of said Ferry County, do hereby certify and declare that we have established and do hereby establish the following restrictions, covenants and conditions amendatory to and additional to the restrictions, covenants and conditions contained in the dedication of the said Riverwood Addition, subject to which all lots, parcels and portions of said Riverwood Addition shall be held, used, leased, sold, and conveyed, each of which is for the benefit of said property and of each and every lot and parcel thereof, and shall apply to and bind the respective heirs, executors, administrators, successors in interest, and assigns of the owners.

RECITALS

(1) It is the purpose and intent of the owners that each and every lot sold should be deemed to be and construed as part of the whole tract of land above described, and that said conditions, covenants, restrictions, and charges to be placed on any lot or portions thereof shall be for the benefit of said lot and all other lots and portions of said lots above described, and that all parcels and portions of said lots shall be subject to conditions, covenants, restrictions, and charges for the common benefit of all of said lots and the owners thereof, present, and subsequent, as hereinafter specified.

(2) Said conditions, covenants, restrictions, and charges are part of a common general plan or schedule of restrictions and covenants with regard to said above described property and all of the lots therein contained, and are designed for the mutual benefit of each parcel and lot therein, and in favor of each parcel as against the other parcels in said tract and also the owner of said parcels shall be subject to the conditions, covenants, restrictions, and charges hereinafter set forth for the benefit of any lot or lots of said tract of land sold.

(3) Said conditions, covenants and charges shall operate as covenants running with the lands for the benefit of the lots in said tract of land or their owners.

AMENDATORY AND ADDITIONAL RESTRICTIONS

(1) All lots in the tract shall be known and described as residential lots and no structure shall be erected, altered, placed or permitted on any residential building lot save one single family dwelling house and the out buildings of such house, including a private garage; provided that no uncompleted house, trailer, basement, tent, shack, barn, or other out building erected in the tract shall at any time be used as a resident temporarily or permanently, except that for a period of not more than eighteen months the owner of a lot may have the right to place on said property a trailer house and occupy the same pending the

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construction of a dwelling house. The exterior of said dwelling house must be completed within eighteen months from the commencement thereof; and immediately thereafter the owner of said lot shall remove therefrom any trailer house and shall not have thereafter the right to place thereon or occupy thereon a trailer house.

(2) No poultry, rabbits, hogs, cows, goats, sheep or live-stock of any kind shall be harbored, kept, bred, or raised upon said property or any part thereof, save and except dogs and cats.

(3) If the owner of any lot in said subdivision, or the heirs or assigns of such owner shall violate or attempt to violate any of the covenants herein, or in the original dedication, it shall be lawful for any other person or persons owning any real property situated in said subdivision to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenants, and either to prevent him or them from so doing or to recover damages or other dues for such violations. In the event of such action, if judgment is in favor of the owner, (plaintiff in such action), then the defendant in said action shall be liable for the payment of attorney fees and costs in said action.

(4) Invalidation of any one of these covenants by judgment or court order shall in no wise affect any of the other provisions.

SAVING PROVISIONS

Except as herein specifically amended the restrictions, covenants and conditions contained in the dedication of the plat of Riverwood Addition shall remain in full force and effect

DATED:

*Sidney R. Buckley*

STATE OF WASHINGTON )  
County of Stevens ) ss

*R. Rae Buckley*

I, the undersigned, a Notary Public in and for the State of Washington, hereby certify that on this day personally appeared before me, Sidney R. Buckley and R. Rae Buckley, to me known to be the individuals described in and who executed the within and foregoing instrument and acknowledged that they signed the same as their free and voluntary act and deed for the uses and purposes therein mentioned.

Given under my hand and official seal this 13<sup>th</sup> day of August, 1968.



*Rose L. Behar*  
Notary Public in and for the State of Washington, residing at Colville

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Paid Out \_\_\_\_\_

STATE OF WASH. COUNTY OF STEVENS, WA.  
FILED OR RECORDED  
Vol. 15 of Misc. PAGE 27

RECEIVED BY Sidney R. Buckley  
(Sept 3 (8:15AM) 1968)

*Robert M. Schickel*  
COUNTY AUDITOR

BY \_\_\_\_\_ DEPUTY  
Said by Sidney R. Buckley  
Colville, Wn.

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BYLAWS  
OF  
RIVERWOOD WATER ASSOCIATION

ARTICLE 1. NAME

The name of this corporation shall be RIVERWOOD WATER ASSOCIATION.

ARTICLE 2. OFFICERS

2.1 NUMBER. The officers of this corporation shall consist of a president, vice president, secretary, treasurer, and a board of five (5) directors. Such other officers and assistant officers as may be deemed necessary shall be elected or appointed by the board. The same person, except the offices of president and secretary, may hold any two or more offices.

2.2 ELECTIONS AND TERM OF OFFICE. The officers of the corporation shall be elected annually by the general membership at the annual meeting of the shareholders. If the election of officers is not held at such meeting, such election shall be held as soon thereafter as a shareholders meeting conveniently may be held. Each officer shall hold office until the next annual meeting and until his successor shall have been elected and qualified unless he resigns or is removed. Nominations for the election of officers may come not only from the board of directors but also from any shareholder attending the annual meeting.

2.3 REMOVAL. Any officer or agent elected or appointed by the Board may be removed by the Board whenever in its judgment the best interests of the corporation would be served thereby, but such removal shall be without prejudice to the contract rights, if any, of the person so removed.

2.4 VACANCIES. A vacancy in any office because of death, resignation, removal, disqualification or otherwise may be filled by the Board for the unexpired portion of the term.

2.5 PRESIDENT. The president shall be the principal executive officer of the corporation and subject to the Board's control, shall supervise and control all of the business and affairs of the corporation. When present, he/she shall preside over all membership meetings and over all Board meetings. With the Secretary or other officer of the corporation authorized by the Board, he/she may sign certificates for membership of the corporation, deeds, mortgages, bonds, contracts, or other instruments that the Board has authorized to be executed, except when the signing and execution thereof has been expressly delegated by the Board or by these Bylaws to some other officer or agent of the corporation or is required by law to be otherwise signed or executed by some other officer in some other manner. In general, he/she shall perform all duties incident to the office of President and such other duties as may be prescribed by the Board.

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from time to time.

2.6 VICE PRESIDENT. In the absence of the President or in the event of his or her death, inability or refusal to act, the Vice President (or in the event of more than one Vice-President, the Vice President who was first elected to such office) shall perform the duties of the President, and when so acting, shall have all the powers of and be subject to all the restrictions upon the President. Vice Presidents shall perform such other duties as from time to time may be assigned to them by the President or by the Board.

2.7 THE SECRETARY. The Secretary shall: (a) keep the minutes of membership and Board meetings in one or more books provided for that purpose; (b) see that all notices are duly given in accordance with the provisions of these Bylaws or as required by law; (c) be custodian of the corporate records and of the seal of the corporation and see that the seal of the corporation is affixed to all documents, the execution of which on behalf of the corporation under its seal is duly authorized; (d) keep a register of the post office address of each member as furnished to the Secretary by each member; (e) sign with the President, or a Vice President certificates for membership of the corporation, the issuance of which has been authorized by resolution of the Board; (f) have general charge of the membership transfer books of the corporation; and (g) in general perform all duties incident to the office of Secretary and such other duties as from time to time may be assigned by the President or by the Board.

2.8 THE TREASURER. If required by the Board, the Treasurer shall give a bond for the faithful discharge of his duties in such sum and with such surety or sureties, as the Board shall determine. He shall have charge and custody of and be responsible for all funds and securities of the corporation; receive and give receipts for moneys due and payable to the corporation from any source whatsoever, and deposit all such moneys in the name of the corporation in such banks, trust companies or other depositories as shall be selected in accordance with the provisions of these Bylaws and in general perform all of the duties incident to the office of Treasurer and such other duties as from time to time may be assigned by the President or by the Board. The treasurer shall prepare an annual report of all funds received and disbursed and submit the same to the regular annual meeting of the board of directors and membership and at such other time as may be required by a majority vote of the board of directors.

2.9 SALARIES. Neither the officers nor the directors of this corporation shall receive a monetary compensation. However, expenditures made on behalf of the corporation by members, officers, or directors which have had prior majority approval of the Board of Directors, may be reimbursed.

### ARTICLE 3. BOARD OF DIRECTORS

3.1 GENERAL POWERS. The business and affairs of the corporation shall be managed by the Board.

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**3.2 NUMBER, TENURE AND QUALIFICATIONS.** The Board shall be composed of five (5) directors, provided, however, that the number of directors may change from time to time to any number not less than three by an amendment to these Bylaws, but no decrease shall have the effect of shortening the term of any incumbent director. Each director shall hold office for a period of three (3) years except those directors initially chosen who shall have staggered terms as set forth in the Articles of Incorporation. Each director shall hold office until his/her successor shall have been selected and qualified unless he/she resigns or is removed.

**3.3 REGULAR MEETINGS.** A regular Board meeting shall be held without notice immediately after and at the same place as the annual meeting of shareholders, which annual meeting shall be in the month of August each year. By resolution, the Board may provide the time and place either within or without the State of Washington for holding additional regular meetings without other notice than such resolution.

**3.4 SPECIAL MEETINGS.** Special Board meetings may be called by or at the request of the President or any two directors. The person or persons authorized to call special meetings may fix any place either within or without the State of Washington as the place for holding any special Board meeting called by them.

**3.5 NOTICE.** Written notice of each Board meeting shall be delivered personally, mailed to each director at his or her home or business address at least ten days before the meeting. If such notice is mailed, it shall be deemed to be delivered when deposited in the United States mail properly addressed, with postage prepaid. The attendance of a director at a meeting shall constitute a waiver of notice of such meeting, except where a director attends a meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened. Neither the business to be transacted at, nor the purpose of, any regular or special meeting of the Board need be specified in the notice or waiver of notice of such meeting. Further, when a majority of the Board members are present and all are in agreement as to the time and place of the next meeting, written notice and time constraints for the next meeting may be waived and the directors not in attendance will be notified.

**3.6 QUORUM.** A majority of the directors shall constitute a quorum for the transaction of business at any Board meeting but, if less than such majority be present at a meeting, a majority of the directors present may adjourn the meeting from time to time without further notice.

**3.7 MANNER OF ACTING.** The act of the majority of the directors present at a meeting at which a quorum is present shall be the act of the Board.

**3.8 VACANCIES.** Any vacancy occurring on the Board may be filled by the affirmative vote of a majority of the remaining directors though less than a quorum of the Board. A director elected to fill a vacancy shall be elected for the un-expired term of his/her predecessor in office. Any directorship to be filled by reason of an increase in the number of directors shall be filled by election at



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an annual meeting or at a special shareholders' meeting called for that purpose.

**3.9 REMOVAL.** At a meeting of membership called expressly for that purpose, one or more members of the Board (including the entire Board) may be removed, with or without cause, by a vote of the shareholders of two-thirds majority, or more of the members then entitled to vote on election of directors.

**3.10 COMPENSATION.** By Board resolution, directors may be paid their expenses, if any, for attendance at each Board meeting or a fixed sum for attendance at each Board meeting or a stated salary as director or any combination of the foregoing. No such payment shall preclude any director from serving the corporation in any other capacity and receiving compensation thereof.

**3.11 PRESUMPTION OF ASSENT.** A director of the corporation present at a Board meeting at which action on any corporate matter is taken shall be presumed to have assented to the action taken unless his/her dissent is entered in the minutes of the meeting or unless he/she files written dissent to such action with the person acting as the secretary of the meeting before the adjournment thereof or unless he/she forwards such dissent by registered mail to the Secretary of the corporation immediately after the adjournment of the meeting. A director who voted in favor of such action may not dissent.

**3.12 ACTION BY DIRECTORS WITHOUT A MEETING.** Any action required or permitted to be taken at a meeting of the Board may be taken without a meeting if a written consent setting forth the action to be taken is signed by each of the directors. Any such written consent shall be inserted in the minute book as if it were the minutes of a Board meeting.

**3.13 ELIGIBILITY TO OFFICE.** No person shall be eligible to be elected as a board of director unless they are a member of the corporation at the time of the election.

#### ARTICLE 4. CONTRACTS, LOANS, CHECKS AND DEPOSITS

**4.1 CONTRACTS.** The Board may authorize any officer or officers, agent or agents, to enter into any contract or execute and deliver any instrument in the name of and on behalf of the corporation, and such authority may be general or confined to specific instances.

**4.2 LOANS.** No loans shall be contracted on behalf of the corporation and no evidences of indebtedness shall be issued in its name unless authorized by a resolution of the Board. Such authority may be general or confined to specific instances.

**4.3 LOANS TO OFFICERS AND DIRECTORS.** Loans shall not be made by the corporation to its officers or directors, unless first approved by the holders of two-thirds of the membership, and no loan shall be made by the corporation secured by its shares.



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4.4 CHECKS, DRAFTS, ETC. All checks, drafts or other orders for the payment of money, notes or other evidences of indebtedness issued in the name of the corporation, shall be signed by such officer or officers, agent or agents, of the corporation and in such manner as is from time to time determined by resolution of the Board.

4.5 DEPOSITS. All funds of the corporation not otherwise employed shall be deposited from time to time to the credit of the corporation in such banks, trust companies or other depositories as the Board may select.

#### ARTICLE 5. CERTIFICATES FOR MEMBERSHIP AND THEIR TRANSFER

5.1 CERTIFICATES FOR MEMBERSHIP. Certificates representing membership in the association shall be secured by any means deemed appropriate by the Board of Directors. Currently that means takes the form of an imposed fee of \$6500 per certificate. The Board reserves the right to adjust said fee from time to time. The President shall sign certificates representing membership of the corporation or the Vice President and by the Secretary and shall include on their face written notice of any restrictions which the Board may impose on the transferability of such membership. All certificates shall be consecutively numbered or otherwise identified. The name and address of the person to whom the membership represented thereby are issued, with the number of members and date of issue, shall be entered on the membership transfer books of the corporation. All certificates surrendered to the corporation for transfer shall be cancelled and no new certificate shall be issued until the former certificates for a like number of membership shall have been surrendered and cancelled except that in case of a lost, destroyed or mutilated certificate, a new one may be issued therefore upon such terms and indemnity to the corporation as the Board may prescribe.

5.2 TRANSFER OF MEMBERSHIP. Transfer of membership of the corporation shall be made only on the membership transfer books of the corporation by the holder of record thereof or by his legal representative, who shall furnish proper evidence of authority to transfer, or by his attorney in fact authorized by power of attorney duly executed and filed with the Secretary of the corporation, and on surrender for cancellation of the certificates for such membership. The person in whose name membership stands on the books of the corporation shall be deemed by the corporation to be the owner thereof for all purposes.

5.3 LIENS. The corporation shall have a lien upon the membership certificate and membership interest of any member for any and all unpaid water rental owing to the corporation and for any and all other unpaid charges or assessments levied for the construction, extension, equipment, maintenance and obligation of its plant and works. Said membership certificate shall be liable to said lien and enforcement of the same, whether in the hands of the delinquent member or in the hands of the member purchasing, renting or

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leasing the property to which such membership certificate pertains. The officers or Board of Directors of this corporation may refuse to cancel any certificate of membership and issue a new certificate therefor, or otherwise assist in conveyance or transfer of said certificate until all unpaid water rentals and maintenance charges and assessments have been paid.

#### ARTICLE 6. FISCAL YEAR

The fiscal year of the corporation shall be the calendar year.

#### ARTICLE 7. SEAL

The seal of this corporation shall consist of the name of the corporation, the state of its incorporation and the year of its incorporation.

#### ARTICLE 8. WAIVER OF NOTICE

Whenever any notice is required to be given to any member or director of the corporation under the provisions of these Bylaws or under the provisions of the Articles of Incorporation or under the provisions of the Washington Business Corporation Act, a waiver thereof in writing, signed by the person or persons entitled to such notice, whether before or after the time stated therein, shall be deemed equivalent to the giving of such notice.

#### ARTICLE 9. INDEMNIFICATION

To the full extent permitted by the Washington Business Corporation Act the corporation shall indemnify any person who was or is a party or is threatened to be made a party to any civil, criminal, administrative or investigative action, suit or proceeding (whether brought by or in the right of the corporation or otherwise) by reason of the fact that he/she is or was a director or officer of the corporation, or is or was serving at the request of the corporation as a director or officer of another corporation, against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by him/her in connection with such action, suit or proceeding; and the Board of Directors may, at any time, approve indemnification of any other person which the corporation has the power to indemnify under the Washington Business Corporation Act. The indemnification provided by this section shall not be deemed exclusive of any other rights to which a person may be entitled as a matter of law or by contract.

#### ARTICLE 10. METHOD OF PROCURING SERVICE

An individual desiring to procure the delivery of water through the pipeline systems, water mains or water works must first be an owner of property or

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contract purchaser, in what is commonly referred to as the Riverwood Addition. Thereafter, the owner shall make application in writing to the secretary of the corporation and shall sign a statement and agreement in a form to be prescribed by the board of directors defining the rights, duties and obligations as a water user and further, agreeing to be bound by all of the provisions of the Articles of Incorporation and Bylaws of the corporation and such other and further rules and regulations adopted by the corporation. Upon an affirmative vote of the majority of the board of directors the applicant may thereafter secure the delivery of water through and by means of the pipes and the mains and systems of this corporation. Membership of this corporation shall be evidenced by a membership certificate and the right to receive water shall continue to said member, their heirs or assigns, so long as all water rentals, charges and assessments are paid. In the event of any conveyance, assignment or other transfer of membership, the assignee, or transferee shall be required to sign a statement and agreement agreeing to be obligated to the Articles of Incorporation and Bylaws of the corporation and rules and regulations adopted by the corporation prior to the issuance of a new membership certificate.

#### ARTICLE 11. FINANCIAL PROVISIONS

Section 1. The Board of Directors of the corporation shall annually prepare and file with the Secretary of the corporation on or before the first annual meeting of each year, a statement showing the indebtedness of the company, together with an estimate of the cost of maintaining, repairing and extending the works and plant of the company and of delivering to the members the water to which they are entitled, together with an estimate of the amount of money required to meet other incidental expenses of the corporation for the ensuing year, and together with an estimated sum which they deem proper to provide so as to meet possible extraordinary contingencies.

Section 2. At an annual meeting to be held in August of each year and at such place as shall be designated by the Secretary by notice to each of the Directors in writing ten (10) days or more prior thereto; the Board of Directors shall levy a charge or assessment against the shares of the corporation held by its members and registered with the Secretary so as to entitle the holder thereof to the delivery of water from the water works system of the corporation, equally and ratably, which assessments in the aggregate, shall equal the total amount of the estimate provided for in Section 1 of this Article.

Section 3. The Secretary shall on or before the first Monday of March of each year mail to each member a notice stating the charges and assessments levied upon the registered shares of such members for the current assessment year, said notice to be mailed to the member at his/her last known post office address as shown by the books of the corporation. The current assessment year herein specified shall mean the calendar year in which an assessment is levied.

Section 4. Said charges and assessments levied as hereinbefore provided shall be payable on or before the first day of April succeeding their levy, and

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any charge or assessment not paid on or before said first day of April shall be delinquent and shall bear interest from said first day of April until paid at the rate of 12% per annum.

Section 5. In addition to the charges and assessments hereinbefore provided for the maintenance, operation and extension of the system and plant of the corporation, including incidental charges and to meet extraordinary contingencies, the Board of Directors shall have full power and authority, and it shall be the duty, on said annual meeting of each year, if said corporation shall own or control the water supply, or water rights representing the water, to be used by its members, to fix the regular water rental to be charged and paid by the member of the corporation for water actually delivered to and used by them through the plant of said corporation, which said water rental may be at a flat rate of so much per month, payable on or before the 10th day of each calendar month for the water used during the preceding months; or may be upon a meter basis, in the event said water shall be furnished by any other person, firm or corporation through and in virtue of an arrangement and contract with this corporation, said Board of Directors shall have full power and authority to agree with the parties so furnishing said water upon a water rental to be charged and paid by said member, either upon a flat monthly rate or upon meter basis, as said Board may deem proper.

Section 6. The Board of Directors shall have full power and authority to enter into contracts with any person, firm or corporation to furnish and deliver to the members of this corporation water for domestic use and for irrigation through the works, system and plant of this corporation and to arrange and agree upon the rate, rental and price at which and of the terms and conditions upon which, such water shall be furnished to said members and to provide the manner in which the water rentals payable therefore shall be paid and enforced.

Section 7. The Board of Directors shall have full power authority to prescribe rules and regulations under which connections shall be made with the pipes and mains of the company for service pipes for the use of its members, and all connections of service pipes with the pipes and mains of the company shall be made under the direction of and to the satisfaction of the Board of Directors; and each and every member making connection with the pipes and mains of the company shall pay all charges and expenses of every kind in furnishing supplies and putting in said service pipes and all connections and cutoffs and connections necessary thereto. There shall be provided with every connection a proper and convenient cut-off outside of the property line of the property served, which cut-off shall be installed at the expense of the members making such connection, but shall belong to and be the property of the corporation and under the exclusive control of said corporation and any person, firm or corporation furnishing and delivering water through said pipes, mains and system of the corporation, and no members shall have any right or authority to interfere with the said cut-off in any manner either to turn the water on or off.

Section 8. The Board of Directors of the corporation shall have full power and authority to adopt rules and regulations for the use of water through the pipes,

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mains and system of the company and through the service pipes and appliances of these members and water users, and to limit hours within which water shall be used through said system for certain and definite purposes.

ARTICLE 12. CUTTING OFF WATER SERVICES

In the event of the neglect, failure or refusal of any member or contract holder to pay the water rental charged for the water actually delivered to him by this corporation or by any person, firm or corporation with whom it may contract to furnish such water and also in the event of neglect, failure or refusal of any member to pay and discharge the maintenance charges assessments levied as hereinbefore provided, or in either of such events, the officers of this corporation shall have the right to shut off the water supply of such delinquent member and shall not be required to turn the same on again until all water rentals charges and assessments have been paid, together with the costs of cutting off and turning on such water supply; and, in the event the corporation shall enter into a contract with any person, firm or corporation permitting him, them or it to furnish water to the members of this corporation, it shall have power to grant and give to such person, firm or corporation so furnishing said water the right to shut off the water supply of any member who is delinquent in the payment of any water rentals or meter rentals owing for such water so furnished or in connection with the furnishing of the same.

ARTICLE 13. USAGE

An individual(s) who has procured delivery of water must limit his/her usage to A single dwelling on not more than two (2) lots. In the event the user utilizes water delivery for irrigation, lawn and garden watering, etc., for more than two lots then additional fees shall be assessed, which fee shall be determined by the Board of Directors.

ARTICLE 14. AMENDMENTS

These Bylaws may be altered, amended or repealed and new Bylaws may be adopted by the Board at any regular or special meeting of the Board provided however, that alterations, amendments or repeal and adoption of new Bylaws must be by affirmative vote of not less than two-thirds of those present at the regular or special meeting of the Board.

Adopted by the Board of Directors

*[Handwritten signatures and dates]*  
5/21/01  
5-21-01  
5-21-01  
5-21-01  
5-21-01

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AMENDMENTS  
TO  
Riverwood Water Association  
BYLAWS

In accordance with Article 14 of the Bylaws of Riverwood Water Association; a non-profit organization; the following amendments have been adopted by the board.

1. The offices of secretary and treasurer have been combined for efficiency and the convenience of the members.
2. The Board of Directors membership has been increased from five (5) members to six (6) members.

These amendments were adopted at the regular meeting on 8-1-2002.

Signatures: Ronald E. Tucker Richard A. Jennings  
Mark Tucker Jack B. Hatley  
Paul G. McCann Wayne D. Henson  
Ray ... \_\_\_\_\_  
Jerry Polo \_\_\_\_\_

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A copy of the Death Certificate of RAYMOND L. STROBBE, is attached hereto and incorporated herein by this reference as if though fully set forth. No probate has been filed. No Inheritance Tax Return is necessary pursuant to the provisions of RCW 83.100.050 and 83.100.080 as amended by laws of 1986, Chapter 44, Section 1.

RAYMOND L. STROBBE left surviving him the following heir:

Dixie Jo Strobbe                      Wife  
3988 Riverwood Circle  
Kettle Falls, Washington 99141

DIXIE JO STROBBE is the only Heir at law of the Decedent, Raymond L. Strobbe, pursuant to that certain Community Property Agreement dated July 18, 2007 and recorded July 20, 2007 under Ferry County Auditor's File No. 269248; and the Last Will and Testament of Raymond L. Strobbe dated July 18, 2007 and filed with the Ferry County Superior Court Clerk under Cause No. 08-4-00014-2 on August 5, 2008.

The full value of the above-described real and personal property does not exceed the exempt inheritance tax limits allowed by the State of Washington or under Federal law, and no Inheritance Tax is due.

All the creditors of the Decedent, RAYMOND L. STROBBE, including those who have claims for expenses of last illness and funeral, have or will be paid in full.

This Affidavit is made as an inducement to any title insurer or to any person, firm, or corporation interested in the property described herein, to treat said property as having passed to DIXIE JO STROBBE, as the surviving spouse named herein, for himself, her heirs, executors, administrators and assigns, and DIXIE JO STROBBE, covenants to indemnify any such person for any loss arising from reliance on a misstatement of fact herein.

DATED this 11 day of June, 2008.

  
DIXIE JO STROBBE

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STATE OF WASHINGTON }  
COUNTY OF STEVENS } ss.

On this day before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared DIXIE JO STROBBE, a Widow, to me known to be the individual that executed the foregoing instrument, and acknowledged the said instrument to be her free and voluntary act and deed, for the uses and purposes therein mentioned.

WITNESSED my hand and official seal hereto affixed the 10<sup>th</sup> day of June, 2008.



Chris A. Montgomery  
NOTARY PUBLIC in and for the State of  
Washington, residing at Estevita, wa  
My Appointment Expires: 8-14-10