

BILL POINT

SEC.35 & 36, TOWNSHIP 25 N., RANGE 2 E., W.M.
KITSAP COUNTY, WASHINGTON

UNPLATTED



East 1/4
Corner,
Section 35

SCALE: 1" = 100'
Washington State Grid
North Zone

UNPLATTED

SHOREWOOD

BILL POINT

SEC.35 & 36, TOWNSHIP 25 N., RANGE 2 E., W.M. KITSAP COUNTY, WASHINGTON

That portion of Government Lot 1, Section 36, Township 25 North, Range 2 East, W.M., lying Westerly of the Westerly right-of-way of the Eagledale-Creosote Port Blakely County Road; ALSO: The Northeast quarter of the Southeast quarter, Section 35, Township 25 North, Range 2 East, W.M., EXCEPT the West 30 feet and the North 30 feet for road, and EXCEPT portion conveyed to Kitsap County for Eagledale-Creosote Road, by deed recorded under Auditor's File No. 694826; Situate in Kitsap County, Washington.

DEDICATION

Know all men by these presents that Charles S. Cole and Carole J. Cole, His wife, and George O. Gregg and Johanna J. Gregg, his wife, the undersigned owners in fee simple of the land hereby platted and First Federal Savings & Loan Association, mortgagees thereof, hereby declare this plat and dedicate to the use of the public forever all streets, avenues, places and sewer easements or whatever public property there is shown on the plat and the use thereof for any and all public purposes not inconsistent with the use thereof for public highway purposes, also the right to make all necessary slopes for cuts and fills upon the lots, blocks, tracts, etc., shown on this plat in the reasonable original grading of all streets, avenues, places, etc., shown hereon, also the right to drain all streets over and across any lot or lots where water might take a natural course after the street or streets are graded.

Title to tracts A, B, C, D, E, F, G, H, J, K and M will be retained by owners.

Dimensions and uses of all lots, tracts, or parcels of land embraced in this plat are subject to and shall be in conformity with Kitsap County Zoning Regulations.

In witness whereof we have hereunto set our hands and seals this

7th day of March, 1968.

Mortgagees:
First Federal Savings and
Loan Assn. of Bremerton.

Charles S. Cole
Carole J. Cole
George O. Gregg
Johanna J. Gregg
E. G. Sprague
Act. Secretary

ACKNOWLEDGEMENT

STATE OF WASHINGTON)
COUNTY OF KITSAP) ss

This is to certify that on the 7th day of March, 1968 A. D. before me, the undersigned, a Notary Public in and for the State of Washington duly commissioned and sworn, personally appeared Charles S. Cole and Carole J. Cole, his wife, and George O. Gregg and Johanna J. Gregg, his wife, to me known to be the individuals described in and who executed the foregoing instrument and acknowledged to me that they signed and sealed, the same as their free and voluntary act and deed for the uses and purposes mentioned therein.

In witness whereof, I have hereunto set my hand and seal the day and year first above written.

Robert S. Slough
Notary Public in and for the State of
Washington
Residing at Winslow

LAND SURVEYOR'S CERTIFICATE

I hereby certify that the plat of Bill Point Community is based upon an actual survey and subdivision of Sections 35 and 36, Township 25 North, Range 2 East, W.M., that the distances and courses of angles are shown thereon correctly, the monuments have been set and all lot and block corners have been staked on the grounds.



Arthur L. Hitchings
Arthur L. Hitchings,
Land Surveyor

CORPORATE ACKNOWLEDGEMENT

State of Washington)
County of Kitsap)

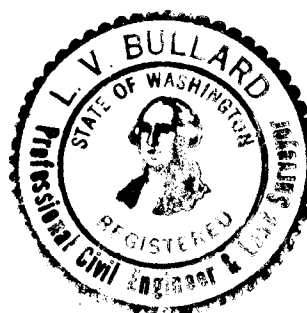
This is to certify that on this 7th day of March, 1968 before me personally appeared P. E. Rosenberg and E. G. Sprague respectively of First Federal Savings & Loan Association of Bremerton, the corporation that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of said corporation for the uses and purposes therein mentioned; and on oath stated that they were authorized to execute said instrument and that the seal affixed is the corporate seal of said corporation.

In witness whereof, I have hereunto set my hand and seal the day and year first above written.

Robert Chapman
Notary Public in and for the
State of Washington
Residing at Bremerton

Approved by me this 7th day of March, A. D. 1968
John E. Spaulding
Chairman, Kitsap County Planning
Commission, DIRECTOR

Approved by me this 7th day of March, A. D. 1968
Shirley Thompson
Director of Health, Kitsap County
Health Department



Approved by me this 4th day of April, A. D. 68
L. V. Bullard
County Engineer

I, Mayme Johnson, Treasurer of Kitsap County, Washington, hereby certify that all taxes on the above property are fully paid up to and including the year 1968 A. D.

Mayme Johnson
County Treasurer

Approved by the Board of County Commissioners this 22nd day of April, A. D. 1968

ATTEST:
Margaret McPherson Frank S. Randall
Auditor and Clerk of the Board Acting Chairman of the Board of County
of County Commissioners Commissioners

Filed for record at the request of Charles S. Cole on
April 22 1968 at 30 minutes past 1:00 P.M. and recorded
in Volume 13 of Plats, Pages 30+31 Records of Kitsap County,
Washington.

Margaret McPherson, Kitsap County Auditor
By Virginia Mangan
Deputy

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EASEMENT

4745

The undersigned, CHARLES S. COLE and CAROLE J. COLE, his wife, GEORGE O. GREGG and JOHANNA J. GREGG, his wife, and FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION, a Washington corporation, hereby grant to PUGET SOUND POWER & LIGHT COMPANY and their successors and assigns, an easement in which to install, lay, construct, renew, operate and maintain underground conduits, cables and wires with necessary facilities and other equipment under and upon the exterior five (5) feet parallel and adjacent to the street frontage of all lots within the plat of "BILL POINT" recorded in Volume 13 of Plats, Pages 30 and 31, Records of Kitsap County Washington, for the purpose of serving the proposed subdivision and other property with electric service, together with right to enter upon the lots at all times for the purposes stated.

All permanent utility services shall be provided by underground service exclusively.

The Grantee shall have free access to said underground electric distribution system at all times for the purpose of exercising the rights herein granted and shall be responsible for any damage caused by the negligence of said Grantee. These terms shall be binding upon the successors and assigns of the respective parties.

IN WITNESS WHEREOF the Grantors have executed this Instrument this _____ day of _____, 1968.

Charles S. Cole
Charles S. Cole

George O. Gregg
George O. Gregg

Carole J. Cole
Carole J. Cole

Johanna J. Gregg
Johanna J. Gregg

11c Monetary Consideration

FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION
OF BREMERTON

By Russell Sauls
E. A. Sprague

STATE OF WASHINGTON)

COUNTY OF _____

On this day personally appeared before me CHARLES S. COLE and CAROLE J. COLE 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 5th day of _____, 1968.

Frank McCreedy
Notary Public in and for the State of Washington,
residing at Bremerton, Wash.

RETURN TO:
PUGET SOUND POWER & LIGHT CO.
P. O. BOX 379
BREMERTON, WASHINGTON

931921

RETURN TO:
PUGET SOUND POWER & LIGHT CO.
P. O. BOX 379
BREMERTON, WASHINGTON

4745

STATE OF WASHINGTON)

COUNTY OF) ss
)

On this day personally appeared before me GEORGE O. GREGG and JOHANNA J. GREGG, 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 5th day of June, 1968.

Frank H. Henrich
Notary Public in and for the State of Washington,
residing at Bremerton, Wn.

STATE OF WASHINGTON)

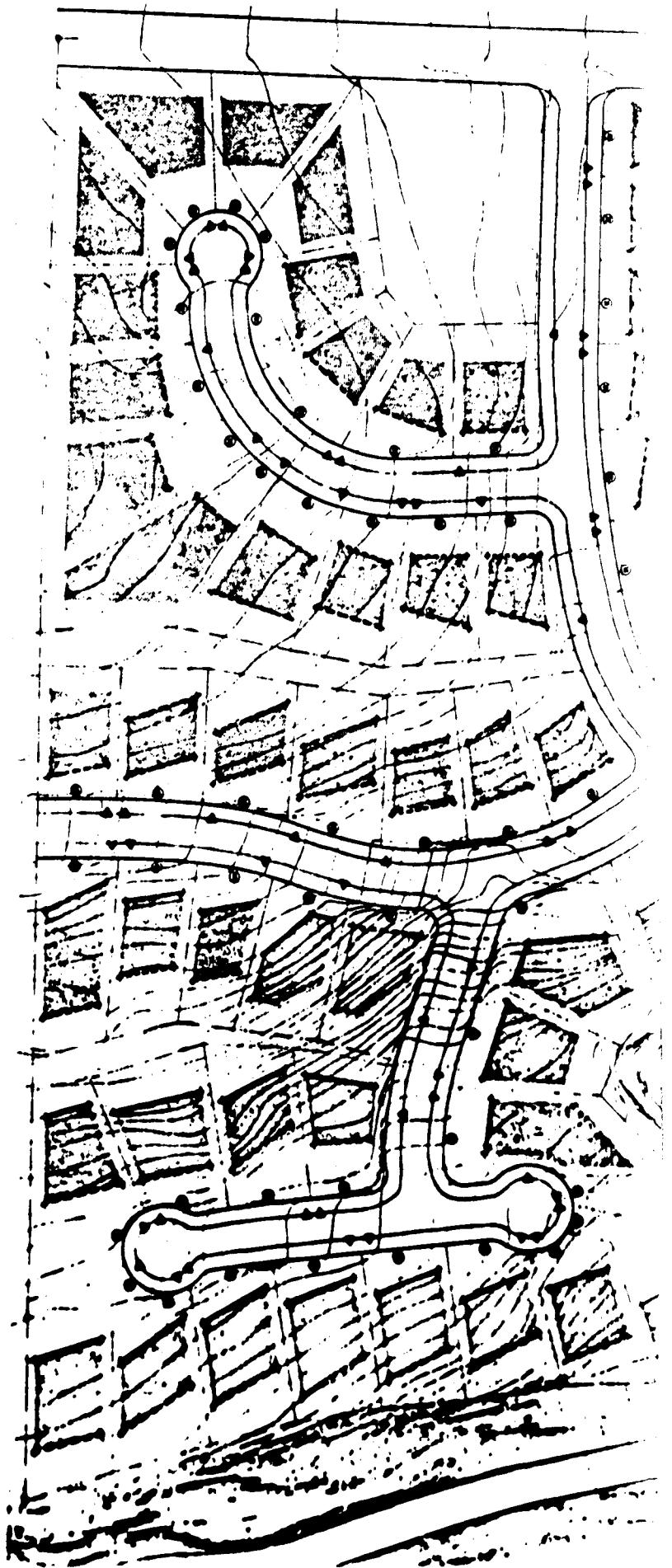
COUNTY OF) ss
)

On this 10th day of June, 1968, before me, the undersigned, personally appeared RAYMOND L. SOULE and L. A. SPRAGUE to me known to be the Vice President and Assistant Secretary, respectively, of Pioneer Way L. Title Inc. the corporation that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that they were authorized to execute the said instrument and that the seal affixed is the corporate seal of said corporation.

Witness my hand and official seal hereto affixed the day and year first above written.

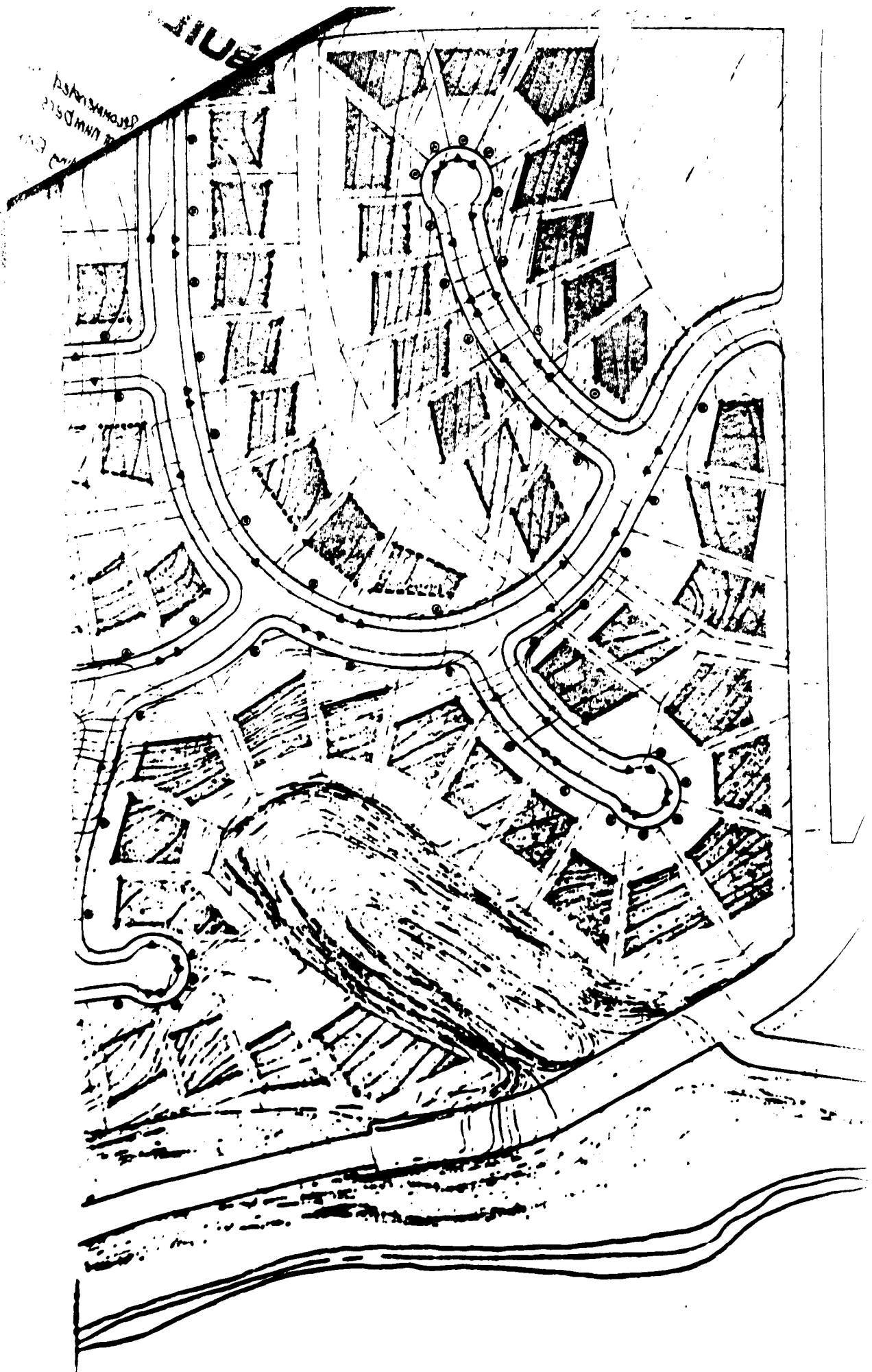
Robert L. Hines
Notary Public in and for the State of Washington,
residing at Bremerton.

Filed for Record June 12 1968
Request of PIONEER WAY L. TITLE INC.
MARGARET McPHERSON Vice Pres. Agent



BUILDING ENVELOPE & ACCESS

Recommended site access
numbers
ing Envelope
Reservation line



PROTECTIVE COVENANTS FOR PLAT OF BILL POINT

1. DECLARATION.

The undersigned, being the owner(s) of all the land situated within the boundaries of that certain subdivision known as "Bill Point", as per plat thereof recorded in the Office of the Auditor of Kitsap County, Washington, ^{IN Vol. 12 OF PLATS, Pages 30 & 31} do hereby impose these protective covenants upon all of the real property incorporated within said plat.

2. GENERAL PROVISIONS

(a) These covenants are imposed and designed for the mutual benefit of the building sites in this plat, and they shall pertain to and pass to and with each building site in the plat and shall bind all persons and their respective successors in interest who may own property within the plat.

(b) Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant. Such enforcement proceedings may be to restrain a violation or to recover damages.

(c) Invalidation of any one of these covenants by judgment or court order shall in no wise effect any other provisions of these covenants and the remaining ones shall still be of full force and effect.

(d) This plat is divided into "lots" and "tracts". The lots are identified by the numbers "1" through "82". Each lot shall be used only for a residential site with other appurtenances as are authorized elsewhere herein. The tracts are identified by the letters "A" through "M", except "I", and are not to be used as residential building sites but are to be used for the mutual benefit of all owners of lots in this plat. No buildings or structures shall be erected upon any tract except: (i) a community recreational

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5-27-68

facility shall be built upon tract G; (ii) wells have been placed and will be placed, as needed, upon the tracts to supply water for the residents within the plat; (iii) pumping stations and appropriate shelters to protect and hide the apparatus from view will be built and installed in conjunction with the wells; (iv) a suitable water reservoir may be constructed upon one tract.

(e) These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of thirty (30) years from the date of recording. The effectiveness of these covenants shall thereafter be extended for successive periods of ten (10) years each unless, prior to the expiration of any period, there shall have been recorded an instrument signed by two-thirds of the owners of the lots in which they have agreed to change these covenants in whole or in part.

3. LOT AND TRACT USE AND BUILDING TYPE

(a) All buildings shall be placed upon lots in conformity with Kitsap County Zoning Regulations applicable to residential zone R-12.5 as it exists on date of recording of this document. Said regulations provide:

Minimum lot size	12,500 sq. ft.
Minimum lot width at the front building line	80 ft.
Minimum width at street line	30 ft.
Minimum mean depth	80 ft.
Minimum setback from center line of street for any structure	55 ft.
Side yard	15 ft. (minimum 5 ft. on one side)
Rear yard	25 ft.

(b) No lot shall be used except for residential purposes. No building shall be erected, altered, placed or permitted to remain on any lot other than one detached, single-family dwelling, a private garage, and outbuildings approved by the Building Committee.

(c) No utility lines or wires will be permitted outside the buildings or upon any lot unless placed underground or in a conduit attached to a building. Outdoor television and radio aerials or rotary beams are prohibited, unless approved by the Building Committee.

(d) Residences shall be build within the "Building Envelope". It is recommended that driveways be located in the area designated for each lot. All of which is shown on the Site Analysis and House Form Study prepared by Joyce, Copeland & Vaughn, Architects and Urban Designers, marked Exhibit A and made a part hereof.

(e) On lots 1, 2, 3, 4, 9, 10, 11, 12, 13, 14, 47, 48, 49, 50, and 52 through 82, there shall be a maximum building height as determined by the Building Committee. In no event shall the maximum permissible building height, as determined by the Building Committee, be restricted to less than sixteen (16) feet above the highest point of the natural ground level within the recommended building envelope for any lot as shown on the Site Analysis and House Form Study.

4. BUILDING COMMITTEE

The Building Committee is composed of three members. Initially the three members shall be: a representative of Greco Development, Inc.; a registered professional architect selected by Greco Development, Inc.; and a representative of the Bill Point Homeowners Association. When sixty-two (62) of the residential building plans have been approved, the committee shall consist of two (2) representatives from the Homeowners Association and a registered professional architect selected by the Association.

5. APPROVAL OF PLANS BY BUILDING COMMITTEE

(a) All plans and specifications must be prepared by a registered architect or approved counterpart. Proposed plans must be approved before construction is started, and plans cannot be executed before written approval by the Committee is obtained.

(b) Plans and specifications for approval by the Building Committee must be submitted in duplicate at least ten (10) days before plans are submitted for bid.

(c) One set of approved plans must be on the job site at all times during construction activity. All buildings must be erected by an approved builder.

(d) The Building Committee has the right to refuse approval of any design, plan, material or color for any proposed construction or alteration; taken into consideration will be the suitability of the proposed building, exterior color scheme, materials used, site and harmony with relation to surroundings, the effect of the building or any other structure or alterations planned on the outlook of the adjacent or neighboring property, and the effect or impairment that the structure will have on the view surrounding building sites, and any other factors which, in the opinion of the Building Committee, may affect the desirability or suitability of the proposed structure, improvement or alteration. The house form study and site analysis documents will provide guidelines for the property owners, architects and Building Committee in the development, evaluation and approval of projects.

(e) It is the intent of the architectural recommendations to guide the design of dwellings and their subsequent evaluation by the Building Committee so that the structures will enhance the natural surroundings, an important means for the achievement of the quality of the environment. The structures may enhance the community in two general ways: (1) through melding into the site by the use of natural materials, shingle roofs, etc; or (2) by contrasting with the natural landscape and thus "setting" them off through the use of masonry products and siding or straight, rectangular lines.

6. PROSECUTION OF CONSTRUCTION WORK

Construction of a dwelling must be commenced within twelve (12) months after fee simple title is acquired by a lot owner. Exterior finishing must be completed within four (4) months after construction has begun, and overall building construction must be

completed within twelve (12) months.

7. EASEMENTS

Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat (a) over the rear five feet of each lot, and (b) over a five-foot strip along each side of interior lot lines. Any and all drainage collected or sufficiently concentrated to create erosion problems, in the opinion of the Building Committee, shall be piped at the purchaser's expense to the nearest street gutter. Plans and specifications for such underground piping must be approved by the Building Committee.

8. NOXIOUS USE OF PROPERTY

(a) No noxious, illegal or offensive use of property shall be carried on upon any lot, nor shall anything be done which may be or become an annoyance or nuisance to the neighborhood. No owner or owners, under any conveyance, shall at any time conduct or permit to be conducted on any residential lot, any trade or business of any description, either commercial or religious, including day schools, nurseries or church schools, nor shall said premises be used for any other purpose whatsoever except for the purpose of a private dwelling or residence.

(b) Accumulation of trash, refuse, junk vehicles, or other unsightly objects is prohibited on any lot in Bill Point. Building materials stored during construction periods must be kept orderly.

(c) No trailer, basement, tent, shack, garage, barn or other outbuilding will be allowed to be used as a residence, temporarily or permanently, nor shall any permanent building or structure be used as a residence until the exterior has been completed, including finished staining and painting, and connected to an acceptable sewage disposal facility.

(d) The parkways in front of lots shall not be used for the overnight parking of any vehicle. No boat, boat trailer, house

trailer, automobile, truck or other vehicle, or any part thereof, shall be stored or permitted to remain on any residential lot unless the same is stored or placed in a garage or other enclosed space.

9. FENCES AND HEDGES

Fences, hedges and boundary walls must be approved by the Building Committee as to height and design prior to construction.

10. PRESERVATION OF TREES AND VEGETATION

(a) No cutting of trees outside the area designated as the recommended building area on the Site Analysis and House Form Study is permitted unless it is approved by the Building Committee for the specific purpose of enhancing views or removal of a tree which is considered a blight.

(b) It is recommended that trees be retained within the building area wherever feasible.

(c) Tree and vegetation growth shall be controlled by individual property owners so as not to restrict the view of other property owners. The Building Committee and Board of Trustees of the Bill Point Homeowners Association shall each be vested with the authority to implement this restriction.

(d) Property owners shall preserve and maintain trees and ground cover in a natural, well-kept state on that portion of their individual lots in the area ten (10) feet on each side of Tracts E, F and J. Fences shall not be constructed in the above mentioned ten foot area.

11. ANIMALS

Only household pets will be allowed, as long as they do not become a public nuisance. They may not be kept, bred or maintained for commercial purposes.

12. MAIL BOXES

Mail boxes must be approved and located in areas acceptable by the U. S. Post Office Department. Structures containing such mail boxes must be approved by the Building Committee.

13. GARBAGE CANS AND REFUSE DISPOSAL

Trash, garbage and other waste must be kept in sanitary containers buried or screened so that they are not seen from the street or adjacent properties or residences. Incinerators and other equipment should be screened from view and kept in sanitary condition.

14. SIGNS

No sign of any kind shall be displayed unless approval is received from the Building Committee.

15. GRECO DEVELOPMENT CORPORATION OPTION

In the event any lot owner desires to sell his or her lot prior to construction of a dwelling thereon, Greco Development Company, Inc. shall have the first option to repurchase said lot upon the same terms and conditions as are available to the owner. The owner shall notify Greco Development Company, Inc., of said terms and conditions and Greco Development Company, Inc., shall then have thirty (30) days in which to exercise its option to purchase.

16. MEMBERSHIP IN BILL POINT HOMEOWNERS ASSOCIATION AND ASSESSMENTS

The Plat of Bill Point as hereinabove described contains the following tracts: A, B, C, D, E, F, G, H, J, K, L and M. Title to said tracts shall be conveyed from declarant to the Bill Point Homeowners Association. Said conveyances shall be made to the said Association, reserving to declarant such easements and portions thereof for utilities as they deem

necessary and reasonable at the time of conveyance. Said property to be used and maintained for recreational and open space areas. Each lot owner or purchaser becomes a member of said Association at the time purchase is made of a lot. Initially, ownership of said Association shall be held by declarant until 75% of the properties are sold to bona fide owners. Thereafter, control shall pass to said association subject to the terms and conditions set forth herein. Such Association shall have as its specific purpose the care, maintenance and utilization of the common recreational and open space areas for the use, benefit and enjoyment of the members thereof, who shall be the owners of the residential lots of said plat, their successors or assigns.

(b) Declarants shall bear the entire cost of maintaining said areas until such time as control shall pass to the Association as above provided. Prior to conveyance, in order to cover the cost of said maintenance, including taxes and insurance, dues at the rate of a sum equal to 1/82nd of the total cost for said repair, maintenance and replacement, or the sum of \$24.00 per year, whichever sum is greater, shall be levied by said Association upon each member of said Association, and such dues shall be payable on a monthly basis. Declarants agree to pay the dues on unsold lots until such time as each lot is sold, at which time the owner shall assume the obligation of his dues. In no event, however, shall declarants be liable for any dues or cost of maintenance, repair or otherwise after 75% of the lots have been sold. The entire cost of said maintenance shall be borne by said Association. The amount of the annual dues may be decreased by majority action of the Board of Trustees of the Association. The maximum dues above provided may be increased by a vote of the majority of the owners attending a meeting called for that purpose.

Charles S. Cole
Charles S. Cole

Carole S. Cole
Carole S. Cole

George C. Gregg
George Gregg

Johanna Gregg
Johanna Gregg

STATE OF WASHINGTON)
COUNTY OF KITSAP) ss.

On this day personally appeared before me, Charles S. Cole, Carole S. Cole, George Gregg and Johanna Gregg, to me known to be the individuals described in and who executed the within and foregoing instrument, and acknowledged the same to be their free and voluntary act for the uses and purposes therein mentioned.

GIVEN under my hand and seal this 22 day of May, 1968.

Robert H. Haggan
Notary Public in and for the State
of Washington, residing at Winlock.

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B-415

VB

MODIFICATION OF PROTECTIVE COVENANTS
FOR PLAT OF BILL POINT

208 ng.

962709

WHEREAS, the undersigned heretofore record 1 certain protective covenants for Plat of Bill Point on the 7th day of May, 1968, under Auditor's File No. 730772 and

WHEREAS, the undersigned are the owners of in excess of two-thirds of all of the lots of the Plat of Bill Point, and

WHEREAS, the undersigned desire to change the covenants as recorded aforesaid, now, therefore,

KNOW ALL MEN BY THESE PRESENTS:

That Paragraph 6 entitled Prosecution of Construction Work of said covenants is hereby deleted and that inserted in its place and stead the following:

6. Prosecution of Construction Work

Exterior finishing of a dwelling must be completed within four (4) months after construction has begun, and over-all building construction must be completed within twelve (12) months.

All other protective covenants shall remain in full force and effect.

DATED this 13th day of October, 1969.


Charles D. Cole
Charles D. Cole
Carol D. Cole
Carol D. Cole
George D. Cole
George D. Cole
Johanna J. Grege
Johanna J. Grege

10-N-69

STATE OF WASHINGTON)
COUNTY OF KITSAP) ss.

On this day personally appeared before me Charles S. Cole, Carole J. Cole, George O. Gregg and Johanna J. Gregg, 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 day of October, 1969.


Notary Public in and for the State of
Washington, residing at Bainbridge Island.

Filed for Recording Book 14 Page 112
Recorded at Bainbridge Island
B. THE CLERK, COUNTY, JUDGE CLERK

Protective Covenants modified by instrument dated February 2, 1970 under Auditor's File No. 968565.

PROTECTIVE COVENANTS FOR PLAT OF BILL POINT

1. DECLARATION

The undersigned, being the owner(s) of all the land situated within the boundaries of that certain subdivision known as "Bill Point", as per plat thereof recorded in the Office of the Auditor of Kitsap County, Washington, in volume 13 of Plats, pages 30 and 31, do hereby impose these protective covenants upon all of the real property incorporated within said plat.

2. GENERAL PROVISIONS

(a) These covenants are imposed and designed for the mutual benefit of the building sites in this plat, and they shall pertain to and pass to and with each building site in the plat and shall bind all persons and their respective successors in interest who may own property within the plat.

(b) Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant. Such enforcement proceedings may be to restrain a violation or to recover damages.

(c) Invalidity of any one of these covenants by judgment or court order shall in no wise affect any other provisions of these covenants and the remaining ones shall still be of full force and effect.

(d) This plat is divided into "lots" and "tracts". The lots are identified by the numbers "1" through "82". Each lot shall be used only for a residential site with other appurtenances as are authorized elsewhere herein. The tracts are identified by the letters "A" through "M", except "I", and are not to be used as residential building sites but are to be used for the mutual benefit of all owners of lots in this plat. No buildings or structures shall be erected upon any tract except: (i) a community recreational facility shall be built upon tract G; (ii) wells have been placed and will be placed, as needed, upon the tracts to supply water for the residents within the plat; (iii) pumping stations and appropriate shelters to protect and hide the apparatus from view will be built and installed in conjunction with the wells; (iv) a suitable water reservoir may be constructed upon one tract.

(e) These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of thirty (30) years from the date of recording. The effectiveness of these covenants shall thereafter be extended for successive periods of ten (10) years each unless, prior to the expiration of any period, there shall have been recorded an instrument signed by two-thirds of the owners of the lots in which they have agreed to change these covenants in whole or in part.

3. LOT AND TRACT USE AND BUILDING TYPE

(a) All buildings shall be placed upon lots in conformity with Kitsap County Zoning Regulations applicable to residential zone R-12.5 as it exists on date of recording of this document. Said regulations provide:

-Continued-

Minimum lot size	12,500 sq. ft.
Minimum lot width at the front building line	80 ft.
Minimum width at street line	30 ft.
Minimum mean dept	80 ft.
Minimum setback from center line of street for any structure	55 ft.
Side yard	15 ft. (minimum 5 ft. on one side)
Rear yard	25 ft.

(b) No lot shall be used except for residential purposes.

No building shall be erected, altered, placed or permitted to remain on any lot other than one detached, single-family dwelling, a private garage, and outbuildings approved by the Building Committee.

(c) No utility lines or wires will be permitted outside the buildings or upon any lot unless placed underground or in a conduit attached to a building. Outdoor television and radio aeriels or rotary beams are prohibited, unless approved by the Building Committee.

(d) Residences shall be built within the "Building Envelope". It is recommended that driveways be located in the area designated for each lot. All of which is shown on the Site Analysis and House Form Study prepared by Joyce, Copeland & Vaughn, Architects and Urban Designers, marked Exhibit "A" and made a part hereof.

(e) On lots 1, 2, 3, 4, 9, 10, 11, 12, 13, 14, 47, 48, 49, 50 and 52 through 82, there shall be a maximum building height as determined by the Building Committee. In no event shall the maximum permissible building height, as determined by the Building Committee, be restricted to less than sixteen (16) feet above the highest point of the natural ground level within the recommended building envelope for any lot as shown on the Site Analysis and House Form Study.

4. BUILDING COMMITTEE

The Building Committee is composed of three members. Initially the three members shall be: a representative of Greco Development, Inc., a registered professional architect selected by Greco Development, Inc., and a representative of the Bill Point Homeowners Association. When sixty-two (62) of the residential building plans have been approved, the committee shall consist of two (2) representatives from the Homeowners Association and a registered professional architect selected by the Association.

5. APPROVAL OF PLANS BY BUILDING COMMITTEE

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(c) One set of approved plans must be on the job site at all times during construction activity. All buildings must be erected by an approved builder.

(d) The Building Committee has the right to refuse approval of any design, plan, material or color for any proposed construction or alteration; taken into consideration will be the suitability of the proposed building, exterior color scheme, materials used, site and harmony with relation to surroundings, the effect of the building or any other structure or alterations planned on the outlook of the adjacent or neighboring property, and the effect or impairment that the structure will have on the view surrounding building sites, and any other factors which, in the opinion of the Building Committee may affect the desirability or suitability of the proposed structure, improvement or alteration. The house form study and site analysis documents will provide guidelines for the property owners, architects and Building Committee in the development evaluation and approval of projects.

(e) It is the intent of the architectural recommendations to guide the design of dwellings and their subsequent evaluation by the Building Committee so that the structures will enhance the natural surroundings, and important means for the achievement of the quality of the environment. The structures may enhance the community in two general ways: (1) through melding into the site by the use of natural materials, shingle roofs, etc.; or (2) by contrasting with the natural landscape and thus "setting" them off through the use of masonry products and siding or straight, rectangular lines.

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7. EASEMENTS

Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat (a) over the rear five feet of each lot, and (b) over a five-foot strip along each side of interior lot lines. Any and all drainage collected or sufficiently concentrated to create erosion problems, in the opinion of the Building Committee, shall be piped at the purchaser's expense to the nearest street gutter. Plan and specifications for such underground piping must be approved by the Building Committee

8. NOXIOUS USE OF PROPERTY

(a) No noxious, illegal or offensive use of property shall be carried on upon any lot, nor shall anything be done which may be or become an annoyance or nuisance to the neighborhood. No owner or owners, under any conveyance, shall at any time conduct or permit to be conducted on any residential lot, any trade or business of any description, either commercial or religious, including day schools, nurseries or church schools, nor shall said premises be used for any other purpose whatsoever except for the purpose of a private dwelling or residence.

(b) Accumulation of trash, refuse, junk vehicles, or other unsightly object is prohibited on any lot in Bill Point. Building materials stored during construction periods must be kept orderly.

(c) No trailer, basement, tent, shack, garage, barn or other outbuilding will be allowed to be used as a residence, temporarily or permanently, nor shall any permanent building or structure be used as a residence until the exterior has been completed, including finished staining and painting, and connected to an acceptable sewage disposal facility.

(d) The parkways in front of lots shall not be used for the overnight parking of any vehicle. No boat, boat trailer, house trailer, automobile, truck or other vehicle, or any part thereof, shall be stored or permitted to remain on any residential lot unless the same is stored or placed in a garage or other enclosed space.

9. FENCES AND HEDGES

Fences, hedges and boundary walls must be approved by the Building Committee as to heights and design prior to construction.

10. PRESERVATION OF TREES AND VEGETATION

(a) No cutting of trees outside the area designated as the recommended building area on the Site Analysis and House Form is permitted unless it is approved by the Building Committee for the specific purpose of enhancing views or removal of a tree which is considered a blight.

(b) It is recommended that trees be retained within the building area wherever feasible.

(c) Tree and vegetation growth shall be controlled by individual property owners so as not to restrict the view of other property owners. The Building Committee and Board of Trustees of the Bill Point Homeowners Association shall each be vested with the authority to implement this restriction.

(d) Property owners shall preserve and maintain trees and ground cover in a natural, well-kept state on that portion of their individual lots in the area ten (10) feet on each side of Tracts E, F and J. Fences shall not be constructed in the above mentioned ten foot area.

11. ANIMALS

Only household pets will be allowed, as long as they do not become a public nuisance. They may not be kept, bred or maintained for commercial purposes.

12. MAIL BOXES

Mail boxes must be approved and located in areas acceptable to the U. S. Post Office Department. Structures containing mail boxes must be approved by the Building Committee.

13. GARBAGE CANS AND REFUSE DISPOSAL

Trash, garbage and other waste must be kept in sanitary condition, buried or screened so that they are not seen from the street or adjacent properties or residences. Incinerators and other equipment must be screened from view and kept in sanitary condition.

-Continued-

14. SIGNS

No sign of any kind shall be displayed unless approval is received from the Building Committee.

15. GRECO DEVELOPMENT CORPORATION OPTION

In the event any lot owner desires to sell his or her lot prior to construction of a dwelling thereon, Greco Development Company, Inc., shall have the first option to repurchase said lot upon the same terms and conditions as are available to the owner. The owner shall notify Greco Development Company, Inc., of said terms and conditions and Greco Development Company, Inc., shall then have thirty (30) days in which to exercise its option to purchase.

16. MEMBERSHIP IN BILL POINT HOMEOWNERS ASSOCIATION AND ASSESSMENTS

The Plat of Bill Point has hereinabove described contains the following tracts: A, B, C, D, E, F, G, H, J, K, L and M. Title to said tracts shall be conveyed from declarant to the Bill Point Homeowners Association. Said conveyances shall be made to the said Association, reserving to declarant such easements and portions thereof for utilities as they deem necessary and reasonable at the time of conveyance. Said property to be used and maintained for recreational and open space areas. Each lot owner or purchaser becomes a member of said Association at the time purchase is made of a lot. Initially, ownership of said Association shall be held by declarant until 75% of the properties are sold to bona fide owners. Thereafter, control shall pass to said Association subject to the terms and conditions set forth herein. Such Association shall have as its specific purpose the care, maintenance and utilization of the common recreational and open space areas for the use, benefit and enjoyment of the members thereof, who shall be the owners of the residential lots of said plat, their successors or assigns.

(b) Declarants shall bear the entire cost of maintaining said areas until such time as control shall pass to the Association as above provided. Prior to conveyance, in order to cover the cost of said maintenance, including taxes and insurance, dues at the rate of a sum equal to 1/82nd of the total cost for said repair, maintenance and replacement, or the sum of \$24.00 per year, whichever sum is greater, shall be levied by said Association upon each member of said Association, and such dues shall be payable on a monthly basis. Declarants agree to pay the dues on unsold lots until such time as each lot is sold, at which time the owner shall assume the obligation of his dues. In no event, however, shall declarants be liable for any dues or cost of maintenance, repair or otherwise after 75% of the lots have been sold. The entire cost of said maintenance shall be born by said Association. The amount of the annual dues may be decreased by majority action of the Board of Trustees of the Association. The maximum dues above provided may be increased by a vote of the majority of the owners attending a meeting called for that purpose.

**MODIFICATION OF PROTECTIVE COVENANTS
FOR PLAT OF BILL POINT**

Auditor's No. 968565

That Paragraph 3 (d) of said covenants is hereby deleted and that inserted in its place instead the following:

3. (d) It is recommended that residences be built within the "building envelope", and that driveways be located in the area designated for each lot, all of which is shown on the site analysis and home form study prepared by Joyce, Copeland and Vaughn, Architects and Urban Designers, marked Exhibit "A" and made part hereof.

All other protective covenants shall remain in full force and effects.

450
WAIVER OF CONDITION PRECEDENT TO CLOSING 9303
AND MODIFICATION OF COVENANTS

8208250043

CHARLES S. COLE, CAROLE J. COLE, GEORGE O. GREGG and JOANNA GREGG, as Sellers, and HOWARD M. ANGELL, JR. and BETTE Y. ANGELL, as Buyers, have this day entered into an agreement for sale and purchase of the Bill Point water system. Among other things, said agreement contains Sellers' covenants, paragraphs 5.3 and 5.4, and Buyers' conditions precedent to closing, paragraphs 9.1 and 9.3, which relate in part to compliance with requirements of the Washington State Utilities and Transportation Commission and licenses and permits from said agency.

Sellers have heretofore advised Buyers that Sellers have not filed any tariffs with the WUTC, although some interpretations of State law may require such filing, and acknowledge that no application has been made to the WUTC for transfer of the water system to Buyers. Sellers represent that the responsible staff of WUTC has verbally indicated that the WUTC does not intend to assert jurisdiction over said water supply system. Buyers acknowledge that they have been advised of these facts.

In view of these facts, the parties further agree as follows:

A. Buyers hereby agree that paragraphs 5.3 and 5.4 of the aforesaid agreement shall not be construed as representing any state of facts contrary to the foregoing facts.

B. Sellers hereby agree to defend, save and hold Buyers harmless from any cost or expense arising from or caused by any noncompliance with regulations of the WUTC prior to June 1, 1982 or failure to obtain or hold any license or permit required from said agency prior to that date, and agree to cooperate fully with Buyers in responding to any action by said agency with respect to any such noncompliance or failure.

FILED FOR RECORD

REQ. OF TRANSAMERICA TITLE INS. CO.

8208250043

AUG 25 1982 AM 8:00 -

REEL 258P1168

SHERRIL HUFF
KITSAP COUNTY AUDITOR
DEPUTY e

WITNESS THE SIGNATURES OF THE PARTIES, this 10th day of June,
1982.

Charles S. Cole

Carole J. Cole

George O. Gregg

Joanna J. Gregg
SELLERS

Howard M. Angell, Jr.

Bette Y. Angell
BUYERS

STATE OF WASHINGTON)
COUNTY OF KITSAP) SS.

On this day personally appeared before me CHARLES S. COLE, CAROLE J. COLE, GEORGE O. GREGG, JOANNA GREGG, HOWARD M. ANGELL, JR. and BETTE Y. ANGELL, to me known to be the individuals described herein and each of whom, being duly sworn, did say that he or she executed the within and foregoing instrument as his or her free and voluntary act and deed for the uses and purposes therein mentioned.

Given under my hand and official seal this 10th day of June,
1982.

Charles S. Cole
NOTARY PUBLIC in and for the
State of Washington, residing at
Bainbridge Island.

8208250043

- 2 -

REEL 258 FR 1169

AMENDMENT NO. 3 TO THE
PROTECTIVE COVENANTS FOR
PLAT OF BILL POINT

1129958

KNOW ALL MEN BY THESE PRESENTS that the under-
signed, being the record owners of more than sixty-six and
two-thirds per cent (66-2/3%) of the lots located in that
certain subdivision situated in Kitsap County, Washington,
and known as "Bill Point," as per plat thereof recorded in
the Office of the Auditor of Kitsap County, Washington, in
Volume 13 of Plats, pages 30 and 31, under recording number
930792; as amended on October 13, 1969, by a Modification of
Protective Covenants for Plat of Bill Point recorded in the
Office of the Auditor of Kitsap County, Washington, under
recording number 962709, and as further amended on January
28, 1970, by a Modification of Protective Covenants for Plat
of Bill Point recorded in the Office of the Auditor of Kitsap
County, Washington, under recording number 968565, do hereby
execute this Amendment No. 3 to the Protective Covenants for
Plat of Bill Point, and do hereby amend said Protective
Covenants as follows:

1. Section 16 of the Protective Covenants for
Plat of Bill Point shall be, and the same hereby is, deleted
in its entirety and the following shall be, and the same
hereby is substituted in lieu thereof:

"16. MEMBERSHIP AND ASSESSMENTS.

(a) The Plat of Bill Point as hereinabove des-
cribed contains the following tracts: A,B,C,D,
E,F,G,H,J,K,L and M. Title to said Tracts has
been, or shall be, conveyed from declarant to the
Bill Point Homeowners Association concurrently
herewith, reserving to the declarant such ease-
ments and portions of said Tracts for utilities as

the declarant may deem reasonable and necessary at the time of conveyance. The property conveyed to the Bill Point Homeowners Association shall be improved, used and maintained for recreational and open space purposes.

(b) Each lot owner shall automatically become a member of the Bill Point Homeowners Association at the time title to his lot shall be conveyed to said owner; and membership in the Association shall automatically terminate upon the termination of such ownership; provided, that control of the Association shall be retained by the declarant until 75% of the lots are conveyed to bona fide first purchasers thereof. After said 75% of the lots are so conveyed, control of the Association shall automatically pass to the owners of lots subject to the terms and conditions of these Protective Covenants, as amended, and the Articles of Incorporation of the Bill Point Homeowners Association, as amended.

(c) The Bill Point Homeowners Association shall have as its specific purpose the improvement, care, maintenance, repair, replacement control and management of the above recreational and open space areas, together with the management and control of the affairs of the Association, all for the benefit and enjoyment of the members of said Association and their successors in interest.

(d) The members of the Bill Point Homeowners Association shall have no right or authority to assign, transfer, lease, rent or otherwise convey, in whole or in part, their rights, title or interest in, or enjoyment of, the recreational or open space areas described above to any non-member except as may be incident to the sale, lease or other conveyance of their entire lot to a bona fide purchaser or lessee.

(e) A member of the Bill Point Homeowners Association shall not have the right to avoid or otherwise exempt himself or his lot from liability for the payment of dues, assessments or other charges by waiver of the use or enjoyment of any recreational or open space area or by the lease or abandonment of his lot.

(f) Dues, assessments and other charges by the Association to be paid by the lot owners shall be as set forth in the Articles of Incorporation of the Bill Point Homeowners Association, as amended from time to time, and said dues, assessments and other charges may be decreased from time to time by majority action of the Board of Trustees of

the Association. Said dues, assessments and other charges may be increased from time to time by the majority vote of the owners attending a regular meeting of the Association or a special meeting of the Association called for that purpose. Said dues, assessments and other charges shall be payable by the respective lot owners of the various lots and shall constitute a lien against each respective lot from the date that said dues, assessments or charges shall become due and payable.

(g) In the event the dues, assessments or other charges against any lot or lots are not paid within thirty (30) days that the same becomes due and payable, then and in that event, the lien of said dues, assessments and other charges (together with interest thereon at the rate of twelve per cent (12%) per annum and the costs and expenses of foreclosure, including attorneys' fees) may be foreclosed by the Board of Trustees on behalf of the Bill Point Homeowners Association in the same manner as liens against real property are foreclosed in the State of Washington.

(h) Declarant agrees to pay the dues, assessments, and other charges assessed against lots owned by the declarant until such time as each respective lot is sold to the initial bona fide purchaser thereof, at which time the purchaser of said lot shall assume the obligation for the payment of such dues, assessments and other charges.

(i) All dues, assessments and other charges shall be due and payable on a monthly basis unless otherwise determined in the Articles of Incorporation or by the Board of Trustees."

IN WITNESS WHEREOF, the undersigned owners have executed the foregoing Amendment No. 3 to the Protective Covenants for Plat of Bill Point effective the 31st day of March, 1976, on behalf of themselves and their respective heirs, administrators, executors, successors, assigns and marital communities, if any.

REEL- 89FR * 37

Husband and Wife,
Owners of Lot(s) 7

John H. McCallum
Husband and Wife,
Owners of Lot(s) 9

W. Howard Johnson
Husband and Wife,
Owners of Lot(s) 2 1

Blanche R. Johnson
Husband and Wife,
Owners of Lot(s)

W. Howard Johnson
Husband and Wife,
Owners of Lot(s) 2

George R. Taylor
Husband and Wife,
Owners of Lot(s) 19

By Vi
Husband and Wife,
Owners of Lot(s) 12

X Emma B. White
Husband and Wife,
Owners of Lot(s) 18

X Carol L. Driver
Husband and Wife,
Owners of Lot(s) 4

X Ruth Miller
Husband and Wife,
Owners of Lot(s) 24

John J. (Carmen)
Husband and Wife,
Owners of Lot(s) 15

Husband and Wife,
Owners of Lot(s)

John J. (Carmen)
Husband and Wife,
Owners of Lot(s) 7

Husband and Wife,
Owners of Lot(s)

John J. (Carmen)
Husband and Wife,
Owners of Lot(s) 8

Husband and Wife,
Owners of Lot(s)

13/30

38

FILED FOR RECORD
REP. OF *Bill Point*
Homeowners Assn
90 SEP -7 AM 10: 57

AMENDMENT NO. 4 (FOUR) TO
PROTECTIVE COVENANTS FOR PLAT OF BILL POINT

KAREN EYNN
KITSAP COUNTY AUDITOR
DEPUTY *8*

9009070118

WHEREAS, the undersigned are the record owners of fifty-five (55) or more (hence, more than two-thirds of the owners) of the eighty-two (82) lots which comprise that certain subdivision in Kitsap County, Washington, known as Bill Point as established in the plat recorded in Volume 13 of Plats, pages 30 and 31, in the Office of the Auditor of Kitsap County, Washington, and

WHEREAS, the original owners of all the land situated within the boundaries of the subdivision imposed the Protective Covenants for Plat of Bill Point dated May 22, 1968, and recorded on May 27, 1968, in Volume 923, pages 507-515, under recording number 930792, in the Office of the Auditor of Kitsap County, Washington, and

WHEREAS, the record owners of more than two-thirds of the lots located in the subdivision subsequently amended those covenants on three occasions, to wit:

October 13, 1969, recorded October 14, 1969, under recording number 962709 (Volume 974, pp. 93-94)

January 29, 1970, recorded February 2, 1970, under recording number 968565 (Volume 983, pp. 676-677)

March 31, 1976, recorded April 29, 1976, under recording number 1129958 (Reel 89, frames 35-59), and

WHEREAS, the undersigned desire to change these protective covenants as presently amended,

NOW, THEREFORE, KNOW ALL PERSONS BY THESE PRESENTS:

1. That section 2(b) of said covenants is hereby deleted and that inserted in its place and stead is the following:

2(b) Enforcement may be either by the Board of Trustees of the Bill Point Homeowners Association, at its sole discretion, or by aggrieved individuals or parties under these covenants.

9009070118

NR557M2108

In the event of a dispute concerning covenant compliance, any parties entitled to enforce these covenants, or the Board of Trustees at its sole discretion, should first discuss the alleged covenant violation with the individuals or parties thought to be responsible. In the event the dispute is not so resolved among the property owners concerned, and upon request of an aggrieved party, the Board or its designee (with the advice of the Building Committee and/or any other appropriate committee the Board may establish) shall review the claim of covenant violation, issue a determination as to whether such violation exists, and prescribe an appropriate remedy. If this determination does not resolve the matter to the satisfaction of all parties, any aggrieved party's sole remedy will be to request appointment of an arbitrator for arbitration pursuant to RCW Chapter 7.04, as it presently exists or may be amended. The initial costs and expenses of the arbitrator and the arbitration shall be paid by the party or parties requesting the arbitration. A party substantially prevailing in such arbitration proceeding shall be entitled to recover reasonable attorney's fees, costs and expenses for the arbitration. In any arbitration proceeding, the arbitrator shall be furnished a copy of the Board's (or its designee's) determination and proposed remedy.

The Board, when it deems that such action is in the best interest of the overall community, may elect to enforce covenant provisions directly either by requesting appointment of an arbitrator for arbitration pursuant to RCW Chapter 7.04 as outlined in the preceding paragraph or by instituting proceedings at law or in equity against any person or persons deemed to have violated or to be attempting to violate any covenant. Such enforcement proceedings may be to restrain a violation and/or to recover damages. The party substantially prevailing in such an enforcement proceeding shall be entitled to recover reasonable attorney's fees, costs and expenses incurred.

Nothing in this section, however, shall require the Board to commence litigation or enforcement of an award or decision pursuant to this section, nor may the Board or its members, or its designees, be held liable as an entity or individually for any decision it may make pursuant to this section, except as may be otherwise provided in these covenants or in the Articles of Incorporation and Bylaws of the Homeowners Association.

9009070118

REL557FR2109

2. That sentence 2 of section 10(c) of said covenants which states, "The Building Committee and Board of Trustees of the Bill Point Homeowners Association shall each be vested with the authority to implement this restriction," is hereby deleted and that the following paragraph is added to that section:

In the event a dispute among property owners and/or the Board concerning view restriction cannot be resolved by the property owners concerned and/or the Board, any party may seek to resolve the dispute by initiating the procedure as set forth in section 2(b).

3. That all other protective covenants as previously amended shall remain in full force and effect.

IN WITNESS WHEREOF, the undersigned owners have executed the foregoing Amendment No. 4 (Four) to the Protective Covenants for Plat of Bill Point, effective the 20th day of July, 1990, or on such date thereafter when owners of at least fifty-five (55) lots have signed the amendment, on behalf of themselves and their respective heirs, administrators, executors, successors, assigns and marital communities, if any.

Ralph R. Dorchester
Margaret Mary Dorchester

Legal owner(s) of Lot 68

x M. L. ...
x Margaret Mary Dorchester

John W. Cooper
as his separate property

Legal owner(s) of Lot 54

x John W. Cooper
x _____

PATRICIA MAE WEBSTER
Wayne Todd Webster

Legal owner(s) of Lot 77

x P. Webster
x Wayne T. Webster

Marilyn K. Phillips
WILLIAM A. PHILLIPS

Legal owner(s) of Lots 70-71

x Marilyn K. Phillips
x William A. Phillips

9009070118

NE1557FR2110

STANISH VAN VOORHIS, JR. KENNETH C. HOLLAND
AUDREY C. VAN VOORHIS FAVE I. HOLLAND

Legal owner(s) of Lot 32
x Stanish Van Voorhis
x Audrey C. Van Voorhis
Legal owner(s) of Lot 34
x Kenneth C. Holland
x Faye I. Holland

JAMES GEORGE MADONE Magdalena S. Confor
PEGGY ANN MADONE

Legal owner(s) of Lot 57
x James George Madone
x Peggy Ann Madone
Legal owner(s) of Lot 78 ma
x Magdalena S. Confor
x

RUSSELL N. TRACKWELL Gary R. Purdom
RUTH M. TRACKWELL Linda K. Purdom

Legal owner(s) of Lot 16
x Russell N. Trackwell
x Ruth M. Trackwell
Legal owner(s) of Lot 25
x Gary R. Purdom
x Linda K. Purdom

STATE OF WASHINGTON)
COUNTY OF KITSAP) ss.

On this day personally appeared before me Ralph Ray Dorchester,
Margaret Mary Dorchester, Jean W. Cooper, Patricia Marie Webster,
Wayne Todd Webster, Marilyn K. Phillips, Daniel A. Phillips,
Stanish Van Voorhis, Jr., Audrey C. Van Voorhis, James George Madone,
Peggy Ann Madone, Russell N. Trackwell, Ruth M. Trackwell,
Kenneth C. Holland, Faye I. Holland, Magdalena S. Confor,
Gary R. Purdom, Linda K. Purdom,
to me known to be the individuals described
in and who executed the within and foregoing instrument and
acknowledged the same to be their free and voluntary act for the
uses and purposes therein mentioned.

Given under my hand and seal this 14 day of July, 1990.



Mervyn L. Hirschfeld
Notary Public in and for the State of
Washington, residing at Bainbridge
Island

REU557B2111

9009070118

John R. Kutina
Janet V. Kutina

Legal owner(s) of Lot 61

x John R. Kutina
x Janet V. Kutina

LEE A. CROWTHERS
RAIMA B. CROWTHERS

Legal owner(s) of Lot 71

x Lee A. Crowthers
x Raima B. Crowthers

Blanche V. Johnson

Legal owner(s) of Lot 1

x Blanchell Johnson
x

Bernice C. Davis

Legal owner(s) of Lot 65

x Bernice C. Davis
x

Stephen A. Ebbert

Legal owner(s) of Lot 6

x Stephen A. Ebbert
x

David Tarnoff

Legal owner(s) of Lot 79

x David Tarnoff
x

STATE OF WASHINGTON)
) ss.
COUNTY OF KITSAP)

On this day personally appeared before me John R. Kutina,
Janet V. Kutina, Lee A. Crowthers, Raima B. Crowthers,
Blanche V. Johnson, Bernice C. Davis, Stephen A. Ebbert,
David Tarnoff,

to me known to be the individuals described in and who executed the
within and foregoing instrument and acknowledged the same to be
their free and voluntary act for the uses and purposes therein
mentioned.

Given under my hand and seal this 14 day of July, 1990.



Marilyn L. Hinesfeldt
Notary Public in and for the State of
Washington, residing at Bainbridge
Island

REEL 557M2112

9009070118

Lee F. Turnbull
Carolyn A. Turnbull
Legal owner(s) of Lot 81

x Lee F. Turnbull
x Carolyn A. Turnbull

Judith A. Hartstone
Legal owner(s) of Lot 29

x Judith A. Hartstone
x

Sterling A. Mackinnon, Jr.
Deborah L. Mackinnon
Legal owner(s) of Lot 41

x Sterling A. Mackinnon, Jr.
x Deborah L. Mackinnon

JAMES R. LANGLEY
JUDITH K. LANGLEY
Legal owner(s) of Lot 19

x JAMES R. Langley
x Judith K. Langley

LOUIS C. SAEGER
KARLA P. SAEGER
husband and wife
Legal owner(s) of Lot 66

x Louis C. Saeger
x Karla P. Saeger

Jerome B. Hayes
Susan C. Hayes
Legal owner(s) of Lot 52

x Jerome B. Hayes
x Susan C. Hayes

STATE OF WASHINGTON)
COUNTY OF KITSAP) ss.

On this day personally appeared before me Lee F. Turnbull,
Carolyn A. Turnbull, Judith A. Hartstone, Sterling A. Mackinnon, Jr.,
Deborah L. Mackinnon, James R. Langley, Judith K. Langley,
Louis C. Saeger, Karla P. Saeger, Jerome B. Hayes,
Susan C. Hayes,
to me known to be the individuals described in and who executed the
within and foregoing instrument and acknowledged the same to be
their free and voluntary act for the uses and purposes therein
mentioned.

Given under my hand and seal this 14 day of July, 1990.



Marilyn L. Hines
Notary Public in and for the State of
Washington, residing at Bainbridge
Island

REF1557FR2113

9009070118

KAREN SCHMIDT
Legal owner(s) of Lot 46
X Karen Schmidt
X

JOHN Q. ADAMS
VIVIAN K. ADAMS
Legal owner(s) of Lot 25
X John Q. Adams
X Vivian K. Adams
Christopher Breakes
James S. Brobyn

Legal owner(s) of Lot 23
X Christopher Breakes
X James S. Brobyn

CHEVEL L. PENTILA
STEPHEN W. PENTILA
Legal owner(s) of Lot 17
X Chevel L. Pentila
X Stephen W. Pentila

Richard D. Brobyn
Anne S. Brobyn
Legal owner(s) of Lot 63
X Richard D. Brobyn
X Anne S. Brobyn
Richard D. Brobyn
Anne S. Brobyn

Legal owner(s) of Lot 64
X Richard D. Brobyn
X Anne S. Brobyn

STATE OF WASHINGTON)
COUNTY OF KITSAP) ss.

On this day personally appeared before me Karen Schmidt,
John Q. Adams, Vivian K. Adams, Christopher Breakes,
James S. Brobyn, Chevel L. Pentila, Stephen W. Pentila,
Richard D. Brobyn, Anne S. Brobyn,
to me known to be the individuals described in and who executed the
within and foregoing instrument and acknowledged the same to be
their free and voluntary act for the uses and purposes therein
mentioned.

Given under my hand and seal this 14 day of July, 1990.



9009070118

Marcel L. Harscheid
Notary Public in and for the State of
Washington, residing at Bainbridge
Island

REF1557FR2114

THOMAS Y. WONG,
JEANNIE L. WONG,

Legal owner(s) of Lot 31

X [Signature]
X [Signature]

Bruce McCormick
Deborah E. McCormick

Legal owner(s) of Lot 15

X [Signature]
X Deborah E. McCormick

Legal owner(s) of Lot _____

X _____
X _____

Legal owner(s) of Lot _____

X _____
X _____

Legal owner(s) of Lot _____

X _____
X _____

Legal owner(s) of Lot _____

X _____
X _____

STATE OF WASHINGTON)
COUNTY OF KITSAP) ss.

On this day personally appeared before me Thomas Y. Wong,
Jeannie L. Wong, Bruce McCormick, Deborah E. McCormick,
_____, _____, _____,

to me known to be the individuals described in and who executed the
within and foregoing instrument and acknowledged the same to be
their free and voluntary act for the uses and purposes therein
mentioned.

Given under my hand and seal this 14 day of July, 1990.



Deborah E. McCormick
Notary Public in and for the State of
Washington, residing at Bainbridge
Island

NE15577A2115

9009070118

John H. Wright
Elise M. Thorn Wright

Legal owner(s) of Lot 43

x John H. Wright
x Elise M. Thorn Wright

Philip F. Scherrer
Dolores S. Scherrer

Legal owner(s) of Lot 74

x Philip F. Scherrer
x Dolores S. Scherrer

Paul S. Torno
Sharon J. Torno

Legal owner(s) of Lot 38

x Paul S. Torno
x Sharon J. Torno

Paul S. Torno
Sharon J. Torno

Legal owner(s) of Lot 39

x Paul S. Torno
x Sharon J. Torno

Carol Freedman
Toby Freedman

Legal owner(s) of Lot 12

x Carol Freedman
x Toby Freedman

Carol Freedman
Toby Freedman

Legal owner(s) of Lot 13

x Carol Freedman
x Toby Freedman

STATE OF WASHINGTON)
) ss.
COUNTY OF KITSAP)

On this day personally appeared before me John H. Wright,
Elise M. Thorn Wright, Philip F. Scherrer, Dolores S. Scherrer,
Paul S. Torno, Sharon J. Torno, Carol Freedman,
Toby Freedman

to me known to be the individuals described in and who executed the
within and foregoing instrument and acknowledged the same to be
their free and voluntary act for the uses and purposes therein
mentioned.

Given under my hand and seal this 17 day of July, 1990.

9009070118



Marilyn L. Hixson
Notary Public in and for the State of
Washington, residing at Bainbridge
Island

NE1557R2116

LESLIE CALHOUN
YVETTE CALHOUN

Legal owner(s) of Lot B

X Leslie Calhoun
X Yvette Calhoun

David A. Ballaine
Shielah Ballaine

Legal owner(s) of Lot 50

X David A. Ballaine
X Shielah Ballaine

Michael R. Scott
Donna J. Scott

Legal owner(s) of Lot 3

X Michael R. Scott
X Donna J. Scott

CAROL A. THORP
Rodney K. Thorp

Legal owner(s) of Lot 82

X Carol A. Thorp
X Rodney K. Thorp

JUDY KEEHN
GARY KEEHN

Legal owner(s) of Lot 47

X Judy Keehn
X Gary Keehn

Legal owner(s) of Lot _____

X _____
X _____

STATE OF WASHINGTON)
COUNTY OF KITSAP) ss.

On this day personally appeared before me Leslie Calhoun,
Yvette Calhoun, David A. Ballaine, Shielah Ballaine,
Michael R. Scott, Donna J. Scott, Carol A. Thorp,
Rodney K. Thorp, Judy Keehn, Gary Keehn,

to me known to be the individuals described in and who executed the
within and foregoing instrument and acknowledged the same to be
their free and voluntary act for the uses and purposes therein
mentioned.

Given under my hand and seal this 17 day of July, 1990.

9009070118



Marilyn L. Hunsfield
Notary Public in and for the State of
Washington, residing at Bainbridge
Island

REC-55712117

DOUGLAS J. HOLIN
BARBARA HOLIN

Legal owner(s) of Lot 5

X Douglas J. Holin
X Barbara Holin

Legal owner(s) of Lot _____

X _____
X _____

Legal owner(s) of Lot _____

X _____
X _____

Legal owner(s) of Lot _____

X _____
X _____

Legal owner(s) of Lot _____

X _____
X _____

Legal owner(s) of Lot _____

X _____
X _____

STATE OF WASHINGTON)
) ss.
COUNTY OF KITSAP)

On this day personally appeared before me Douglas J. Holin
Barbara Holin, _____, _____, _____,
_____, _____, _____,

to me known to be the individuals described in and who executed the
within and foregoing instrument and acknowledged the same to be
their free and voluntary act for the uses and purposes therein
mentioned.

Given under my hand and seal this 19 day of July, 1990.



Marilyn L. Hines
Notary Public in and for the State of
Washington, residing at Bainbridge
Island

REL557FR2118

9009070118

MICHAEL H. MORGENSTERN
JANIS A. MORGENSTERN

Legal owner(s) of Lot 33

X Michael H. Morgenstern
X Janis A. Morgenstern

PATRICIA G. WELCH
JACK S. WELCH

Legal owner(s) of Lot 10

X Patricia G. Welch
X Jack S. Welch

Legal owner(s) of Lot _____

X _____
X _____

Legal owner(s) of Lot _____

X _____
X _____

Legal owner(s) of Lot _____

X _____
X _____

Legal owner(s) of Lot _____

X _____
X _____

STATE OF WASHINGTON)
COUNTY OF KITSAP) ss.

On this day personally appeared before me Michael H. Morgenstern,
Janis A. Morgenstern, Patricia G. Welch, Jack S. Welch,

to me known to be the individuals described in and who executed the
within and foregoing instrument and acknowledged the same to be
their free and voluntary act for the uses and purposes therein
mentioned.

Given under my hand and seal this 23 day of July, 1990.
9009070118



Marilyn L. Hinkel
Notary Public in and for the State of
Washington, residing at Bainbridge
Island

REF557FR2119

Sandra J. Young

Legal owner(s) of Lot 26

X Sandra J. Young
X _____

Legal owner(s) of Lot _____

X _____
X _____

Legal owner(s) of Lot _____

X _____
X _____

Legal owner(s) of Lot _____

X _____
X _____

Legal owner(s) of Lot _____

X _____
X _____

Legal owner(s) of Lot _____

X _____
X _____

STATE OF WASHINGTON)
COUNTY OF KITSAP) ss.

On this day personally appeared before me Sandra J. Young,

_____, _____, _____,
_____, _____, _____,

to me known to be the individuals described in and who executed the
within and foregoing instrument and acknowledged the same to be
their free and voluntary act for the uses and purposes therein
mentioned.

Given under my hand and seal this 25 day of July, 1990.

9009070118



Melissa L. Hurd
Notary Public in and for the State of
Washington, residing at Bainbridge
Island

REEL 557FR2120

LAWRENCE P. AHERN
KAREN M. LINDNER AHERN

VICTORIA INEZ WHITE
CHARLES F. WHITE

Legal owner(s) of Lot 24

Legal owner(s) of Lot 18

X Lawrence P. Ahern
X Karen M. Lindner Ahern

X Victoria Inez White
X Charles F. White

Legal owner(s) of Lot ____

Legal owner(s) of Lot ____

X ____
X ____

X ____
X ____

Legal owner(s) of Lot ____

Legal owner(s) of Lot ____

X ____
X ____

X ____
X ____

STATE OF WASHINGTON)
COUNTY OF KITSAP) ss.

On this day personally appeared before me Lawrence P. Ahern,
Karen M. Lindner Ahern, Victoria Inez White, Charles F. White,
_____, _____, _____,
to me known to be the individuals described in and who executed the
within and foregoing instrument and acknowledged the same to be
their free and voluntary act for the uses and purposes therein
mentioned.

Given under my hand and seal this 27 day of July, 1990.

9009070118



Marilyn L. Hines
Notary Public in and for the State of
Washington, residing at Bainbridge
Island

REF1557FR2121

Pamela MacCartney
Mike Baker

Legal owner(s) of Lot 14

X Pamela MacCartney
X Michael A. Baker

Legal owner(s) of Lot _____

X _____
X _____

Legal owner(s) of Lot _____

X _____
X _____

Legal owner(s) of Lot _____

X _____
X _____

Legal owner(s) of Lot _____

X _____
X _____

Legal owner(s) of Lot _____

X _____
X _____

STATE OF WASHINGTON)
COUNTY OF KITSAP) ss.

On this day personally appeared before me Pamela MacCartney,
Michael A. Baker

_____, _____, _____,
_____, _____, _____,

to me known to be the individuals described in and who executed the
within and foregoing instrument and acknowledged the same to be
their free and voluntary act for the uses and purposes therein
mentioned.

Given under my hand and seal this 29 day of July, 1990.

9009070118



Marilyn L. Hirschfeld
Notary Public in and for the State of
Washington, residing at Bainbridge
Island

REEL 557112122

WARREN A. NADEAU

Legal owner(s) of Lot 41

X Warren A. Nadeau
X _____

Eugene H. Lee

Legal owner(s) of Lot 51

X Eugene H. Lee
X _____

Legal owner(s) of Lot _____

X _____
X _____

Legal owner(s) of Lot _____

X _____
X _____

Legal owner(s) of Lot _____

X _____
X _____

Legal owner(s) of Lot _____

X _____
X _____

STATE OF WASHINGTON)
COUNTY OF KITSAP) ss.

On this day personally appeared before me Warren A. Nadeau,
Eugene H. Lee, _____,

to me known to be the individuals described in and who executed the
within and foregoing instrument and acknowledged the same to be
their free and voluntary act for the uses and purposes therein
mentioned.

Given under my hand and seal this 9 day of August, 1990.

9009070118



Meredith L. Huxford
Notary Public in and for the State of
Washington, residing at Bainbridge
Island

NE1557A2123

Thomas A. Waldeck

Joan Waldeck, husband & wife
Legal owner(s) of Lot 30

X Thomas A. Waldeck
X Joan Waldeck

Legal owner(s) of Lot _____

X _____
X _____

Legal owner(s) of Lot _____

X _____
X _____

Legal owner(s) of Lot _____

X _____
X _____

Legal owner(s) of Lot _____

X _____
X _____

Legal owner(s) of Lot _____

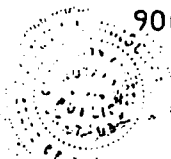
X _____
X _____

STATE OF WASHINGTON)
COUNTY OF KITSAP) ss.

On this day personally appeared before me Thomas A. Waldeck,
and Joan Waldeck,
_____,
_____,
_____.

to me known to be the individuals described in and who executed the
within and foregoing instrument and acknowledged the same to be
their free and voluntary act for the uses and purposes therein
mentioned.

Given under my hand and seal this 16th day of August, 1990.



9009070118

Marilyn L. Hiseagued
Notary Public in and for the State of
Washington, residing at Bainbridge
Island

NEEL557FR2124

Robert G. Lambert
Sandee M.L. Lambert

Legal owner(s) of Lot 7

X Robert G. Lambert
X Sandee M.L. Lambert

Legal owner(s) of Lot _____

X _____
X _____

Sylvia Wells-Henderson

Legal owner(s) of Lot 72

X Sylvia Wells-Henderson
X _____

Legal owner(s) of Lot _____

X _____
X _____

Legal owner(s) of Lot _____

X _____
X _____

Legal owner(s) of Lot _____

X _____
X _____

STATE OF WASHINGTON)
) ss.
COUNTY OF KITSAP)

On this day personally appeared before me Robert G. Lambert,
Sandee M.L. Lambert, Sylvia Wells-Henderson,
_____, _____,
_____, _____,

to me known to be the individuals described in and who executed the
within and foregoing instrument and acknowledged the same to be
their free and voluntary act for the uses and purposes therein
mentioned.

Given under my hand and seal this 27 day of August, 1990.

9009070118



Meredyn L. Hirschfeld
Notary Public in and for the State of
Washington, residing at Bainbridge
Island

NEEL557A2125

Karen Keller
ROBERT W. KELLER

Legal owner(s) of Lot 20

X Karen Keller
X Robert W. Keller

Legal owner(s) of Lot ____

X _____
X _____

Legal owner(s) of Lot ____

X _____
X _____

Legal owner(s) of Lot ____

X _____
X _____

Legal owner(s) of Lot ____

X _____
X _____

Legal owner(s) of Lot ____

X _____
X _____

STATE OF WASHINGTON)
COUNTY OF KITSAP) ss.

On this day personally appeared before me Karen Keller and
Robert W. Keller, _____,
_____, _____,

to me known to be the individuals described in and who executed the
within and foregoing instrument and acknowledged the same to be
their free and voluntary act for the uses and purposes therein
mentioned.

Given under my hand and seal this 29 day of August, 1990.



9009070118

Mervyn L. Hines
Notary Public in and for the State of
Washington, residing at Bainbridge
Island

REC-5577R2126

Kathleen A. Dyer
JAMES M. DYER

Legal owner(s) of Lot 7b

X Kathleen A. Dyer
X JAMES M. DYER

Glenice R. Dubois

Legal owner(s) of Lot 45

X Glenice R. Dubois
X _____

Legal owner(s) of Lot _____

X _____
X _____

Legal owner(s) of Lot _____

X _____
X _____

Legal owner(s) of Lot _____

X _____
X _____

Legal owner(s) of Lot _____

X _____
X _____

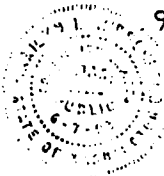
STATE OF WASHINGTON)
COUNTY OF KITSAP) ss.

On this day personally appeared before me Kathleen A. Dyer,
James M. Dyer, Glenice R. Dubois,
_____, _____, _____,

to me known to be the individuals described in and who executed the
within and foregoing instrument and acknowledged the same to be
their free and voluntary act for the uses and purposes therein
mentioned.

Given under my hand and seal this 5 day of September, 1990.

9009070118



Doreen L. Hirschfeld
Notary Public in and for the State of
Washington, residing at Bainbridge
Island

REEL 557 FN 2127

<u>Linda A. Howard</u>	
Legal owner(s) of Lot <u>16</u>	Legal owner(s) of Lot ____
X <u>Linda A. Howard</u>	X _____
X _____	X _____
Legal owner(s) of Lot ____	Legal owner(s) of Lot ____
X _____	X _____
X _____	X _____
Legal owner(s) of Lot ____	Legal owner(s) of Lot ____
X _____	X _____
X _____	X _____

STATE OF WASHINGTON)
COUNTY OF KITSAP) ss.

On this day personally appeared before me Linda A. Howard,

to me known to be the individuals described in and who executed the within and foregoing instrument and acknowledged the same to be their free and voluntary act for the uses and purposes therein mentioned.

Given under my hand and seal this 6 day of September, 1990.



9009070118

Marilyn L. Hinzfeld
Notary Public in and for the State of
Washington, residing at Bainbridge
Island

NE155782128

In filling out the form below, strike out the words which are not applicable. Enter your names and any other phrases such as "husband and wife" as they appear on your deed, and enter the date you sign. You must sign before a notary or other official who can verify your signature.

IN WITNESS WHEREOF, I/we, SEATTLE FIRST NATIONAL BANK, CO-EXECUTOR, the legal owner/owners of Lot 42, have executed the foregoing Amendment No. 4 (Four) to the Protective Covenants for Plat of Bill Point on this 21st day of JUNE, 1990, on behalf of myself/ourselves and my/our respective heirs, administrators, executors, successors, assigns, and marital community, if any.

x B.H. Cleveland
Signature AVD & STO

* L/W MARGARET J. VORH, DEC'D

STATE OF WASHINGTON }
County of King } ss.

On the 21st day of June, 1990, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared _____ and _____
to me known to be the President and _____ B.H. Cleveland _____ respectively of Seattle First National Bank, the national banking association which executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said bank.
Seattle First National Bank _____ for the use and purposes therein mentioned, and on oath stated that they were authorized to execute the said instrument and that the seal affixed is the seal of said bank.
Witness my hand and official seal hereto affixed the day and year in this certificate above written.

My appointment expires: 5-5-94

Douglas Marshall
Notary Public in and for the State of Washington, residing at Seattle

FORM 7220 01/88

Received through the mail by the Secretary, Bill Point Home Owners Association, on June 25, 1990, and added to the original copy of Amendment 4 (Four) as page 22.

Russell N. Trackwell
Russell N. Trackwell, Secretary

9009070118

REC155782129

In filling out the form below, strike out the words which are not applicable. Enter your names and any other phrases such as "husband and wife" as they appear on your deed, and enter the date you sign. You must sign before a notary or other official who can verify your signature.

IN WITNESS WHEREOF, I, Alice M. Kawanishi,
the legal owner/
owners of Lot 49, have executed the foregoing Amendment No. 4
(Four) to the Protective Covenants for Plat of Bill Point on this
26 day of June, 1990, on behalf of myself, ~~ourselves~~
and my ~~our~~ respective heirs, administrators, executors, successors,
assigns, and marital community, if any.

X Alice M. Kawanishi
Signature

X _____
Signature

STATE OF WASHINGTON)
COUNTY OF KING) ss.

On this day personally appeared before me Alice M. Kawanishi and
in and who executed the within and foregoing instrument and
acknowledged the same to be their free and voluntary act for the
uses and purposes therein mentioned.

GIVEN under my hand and seal this 26 day of June,
1990 at 600 Olive Way.

Michelle P. [Signature]
Notary Public in and for
residing at 600 Olive Way

9009070118

Received through the mail by the Secretary, Bill Point Home Owners
Association, on June 30, 1990, and added to the
original copy of Amendment 4 (Four) as page 25.

Russell N. Trackwell
Russell N. Trackwell, Secretary

ME1557R2130

In filling out the form below, strike out the words which are not applicable. Enter your names and any other phrases such as "husband and wife" as they appear on your deed, and enter the date you sign. You must sign before a notary or other official who can verify your signature.

IN WITNESS WHEREOF, Irene Y. Sakaguchi, Sumio Sakaguchi, the legal owner/owners of Lot 48, have executed the foregoing Amendment No. 4 (Four) to the Protective Covenants for Plat of Bill Point on this 28 day of JUNE, 1990, on behalf of ~~myself~~/ourselves and my/our respective heirs, administrators, executors, successors, assigns, and marital community, if any.

X Sumio Sakaguchi
Signature

X Irene Y. Sakaguchi
Signature

STATE OF WASHINGTON)

COUNTY OF KING)

ss.

On this day personally appeared before me Sumio Sakaguchi and Irene Sakaguchi, to me known to be the individuals described in and who executed the within and foregoing instrument and acknowledged the same to be their free and voluntary act for the uses and purposes therein mentioned.

GIVEN under my hand and seal this 28 day of June, 1990 at Seattle, WA.

Notary Public in and for W.A.
residing at Seattle
expir 8-28-92

Received through the mail by the Secretary, Bill Point Home Owners Association, on June 30, 1990, and added to the original copy of Amendment 4 (Four) as page 24.

9009070118

Russell N. Trackwell
Russell N. Trackwell, Secretary

REC15577R2131

In filling out the form below, strike out the words which are not applicable. Enter your names and any other phrases such as "husband and wife" as they appear on your deed, and enter the date you sign. You must sign before a notary or other official who can verify your signature.

IN WITNESS WHEREOF, I/we, Bradley T. Jones,
and Phyllis H. Jones, the legal owner/
owners of Lot 59, have executed the foregoing Amendment No. 4
(Four) to the Protective Covenants for Plat of Bill Point on this
24 day of July, 1990, on behalf of myself/ourselves
and my/our respective heirs, administrators, executors, successors,
assigns, and marital community, if any.

x Bradley T. Jones
Signature

x Phyllis H. Jones
Signature

STATE OF WASHINGTON)
County of King) ss.

On this day personally appeared before me Bradley T. Jones and
Phyllis H. Jones, to me known to be the individuals described
in and who executed the within and foregoing instrument and
acknowledged the same to be their free and voluntary act for the
uses and purposes therein mentioned.

GIVEN under my hand and seal this 24 day of July
1990 at Seattle.

Herb A. Cook
Notary Public in and for
residing at Seattle
My commission expires 7/25/91

Received through the mail by the Secretary, Bill Point Home Owners
Association, on July 5, 1990, and added to the
original copy of Amendment 4 (Four) as page 25.

Russell N. Trackwell
Russell N. Trackwell, Secretary

9009070118

REEL 5577A2132

In filling out the form below, strike out the words which are not applicable. Enter your names and any other phrases such as "husband and wife" as they appear on your deed, and enter the date you sign. You must sign before a notary or other official who can verify your signature.

IN WITNESS WHEREOF, I/we, RUDOLPH E. ZIGMUND, the legal owner/
owners of Lot 53, have executed the foregoing Amendment No. 4
(Four) to the Protective Covenants for Plat of Bill Point on this
9th day of JULY, 1990, on behalf of myself/ourselves
and my/our respective heirs, administrators, executors, successors,
assigns, and marital community, if any.

X [Signature]
Signature

X [Signature]
Signature

STATE OF WASHINGTON)
COUNTY OF KITSAP) ss.

On this day personally appeared before me RUDOLPH E. ZIGMUND and
N/A, to me known to be the individuals described
in and who executed the within and foregoing instrument and
acknowledged the same to be their free and voluntary act for the
uses and purposes therein mentioned.

GIVEN under my hand and seal this 9 day of July,
1990 at Bainbridge Island, WA.



Mervyn L. Hirschfeld
Notary Public in and for
residing at Bainbridge Island

Received through the mail by the Secretary, Bill Point Home Owners
Association, on July 12, 1990, and added to the
original copy of Amendment 4 (Four) as page 26.

Russell N. Trackwell
Russell N. Trackwell, Secretary

9009070118

REC557FR2133

In filling out the form below, strike out the words which are not applicable. Enter your names and any other phrases such as "husband and wife" as they appear on your deed, and enter the date you sign. You must sign before a notary or other official who can verify your signature.

IN WITNESS WHEREOF, ~~xx/we~~, William G. Hirschfeld Jr.,
and Marilyn L. Hirschfeld, ~~husband and wife~~, the legal ~~owners~~
owners of Lot 67, have executed the foregoing Amendment No. 4
(Four) to the Protective Covenants for Plat of Bill Point on this
18th day of July, 1990, on behalf of ~~myself/ourselves~~
and ~~my/our~~ respective heirs, administrators, executors, successors,
assigns, and marital community, if any.

x William G. Hirschfeld Jr.
Signature

x Marilyn L. Hirschfeld
Signature

STATE OF WASHINGTON)
COUNTY OF KING) ss.

On this day personally appeared before me William G. Hirschfeld Jr. and Marilyn L. Hirschfeld, to me known to be the individuals described in and who executed the within and foregoing instrument and acknowledged the same to be their free and voluntary act for the uses and purposes therein mentioned.

GIVEN under my hand and seal this 18th day of July, 1990 at Seattle.



Johanne L. Hirschfeld
Notary Public in and for Washington
residing at Seattle

Received through the mail by the Secretary, Bill Point Home Owners Association, on July 19, 1990, and added to the original copy of Amendment 4 (Four) as page 27.

9009070118

Russell N. Trackwell
Russell N. Trackwell, Secretary

RE1557702134

In filling out the form below, strike out the words which are not applicable. Enter your names and any other phrases such as "husband and wife" as they appear on your deed, and enter the date you sign. You must sign before a notary or other official who can verify your signature.

IN WITNESS WHEREOF, I/we, Edward M. Howell,
the legal owner/
owners of Lot 55, have executed the foregoing Amendment No. 4
(Four) to the Protective Covenants for Plat of Bill Point on this
14th day of July, 1990, on behalf of myself/ourselves
and my/our respective heirs, administrators, executors, successors,
assigns, and marital community, if any.

X Edward M. Howell 7/19/90
Signature

X _____
Signature

)
) ss.
)

On this day personally appeared before me Edward M. Howell and
_____, to me known to be the individuals described
in and who executed the within and foregoing instrument and
acknowledged the same to be their free and voluntary act for the
uses and purposes therein mentioned.

GIVEN under my hand and seal this 19th day of July
1990 at RENTON WASHINGTON.

LOPP A. L.
Notary Public in and for
residing at _____

Received through the mail by the Secretary, Bill Point Home Owners
Association, on July 21, 1990, 1990, and added to the
original copy of Amendment 14 (Four) as page 28.

9009070118

William A. Trackwell Member of the Board
for Russell N. Trackwell, Secretary

NEEL5571R2135

In filling out the form below, strike out the words which are not applicable. Enter your names and any other phrases such as "husband and wife" as they appear on your deed, and enter the date you sign. You must sign before a notary or other official who can verify your signature.

IN WITNESS WHEREOF, I/we, LAWRENCE A SEYMOUR
CAROLYN H. SEYMOUR the legal owner/
owners of Lot 62, have executed the foregoing Amendment No. 4
(Four) to the Protective Covenants for Plat of Bill Point on this
3 day of AUGUST, 1990, on behalf of myself/ourselves
and my/our respective heirs, administrators, executors, successors,
assigns, and marital community, if any.

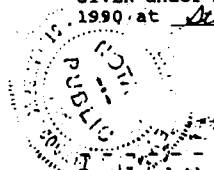
X Lawrence A. Seymour
Signature

X Carolyn H. Seymour
Signature

) ss.
)

On this day personally appeared before me Lawrence A. Seymour and
Carolyn H. Seymour, to me known to be the individuals described
in and who executed the within and foregoing instrument and
acknowledged the same to be their free and voluntary act for the
uses and purposes therein mentioned.

GIVEN under my hand and seal this 3rd day of August,
1990, at San Jose, New York 13899



David Henry
Notary Public in and for St. Lawrence Co.
residing at Oswego, N.Y. 13670

Received through the mail by the Secretary, Bill Point Home Owners
Association, on August 10, 1990, and added to the
original copy of Amendment 4 (Four) as page 29.

Russell W. Trackwell
Russell W. Trackwell, Secretary

9009070118

REEL557FR2136

In filling out the form below, strike out the words which are not applicable. Enter your names and any other phrases such as "husband and wife" as they appear on your deed, and enter the date you sign. You must sign before a notary or other official who can verify your signature.

IN WITNESS WHEREOF, I/we, RALPH R. BAUER
KATHLEEN BAUER, the legal owner/
owners of Lot 11, have executed the foregoing Amendment No. 4
(Four) to the Protective Covenants for Plat of Bill Point on this
7th day of AUGUST, 1990, on behalf of ~~myself/ourselves~~
and ~~my/our~~ respective heirs, administrators, executors, successors,
assigns, and ~~joint~~ community, if any.

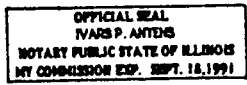
X [Signature]
Signature

X Kathleen Bauer
Signature

State of Illinois)
County of Cook) ss.

On this day personally appeared before me RALPH R. BAUER
KATHLEEN BAUER known to me to be the individuals described
in and who executed the within and foregoing instrument and
acknowledged the same to be their free and voluntary act for the
uses and purposes therein mentioned.

GIVEN under my hand and seal this 7th day of August,
1990 at Chicago, Illinois.



Marie P. Anton
Notary Public in and for Cook County,
residing at 809 S. State, La Grange, IL

Received through the mail by the Secretary, Bill Point Home Owners
Association, on Aug. 17, 1990, and added to the
original copy of Amendment 4 (Four) as page 30.

Russell N. Trackwell
Russell N. Trackwell, Secretary

9009070118

NE1557FR2137

Attachment 2

Amendment No. 4 to Protective
Covenants for Plat of Bill Point

Page 31 of
32 pages

In filling out the form below, strike out the words which are not applicable. Enter your names and any other phrases such as "husband and wife" as they appear on your deed, and enter the date you sign. You must sign before a notary or other official who can verify your signature.

IN WITNESS WHEREOF, I/we, MASAO FUJII,
LUCY H. FUJII, ~~HUSBAND & WIFE~~, the legal owner/
owners of Lot 32, have executed the foregoing Amendment No. 4
(Four) to the Protective Covenants for Plat of Bill Point on this
14TH day of AUGUST, 1990, on behalf of myself/ourselves
and my/our respective heirs, administrators, executors, successors,
assigns, and marital community, if any.

X Lucy H. Fujii
Signature

X Masao Fujii
Signature

State of Washington)
County of King) ss.

On this day personally appeared before me Masao Fujii and
Lucy H. Fujii, to me known to be the individuals described
in and who executed the within and foregoing instrument and
acknowledged the same to be their free and voluntary act for the
uses and purposes therein mentioned.

GIVEN under my hand and seal this 14th day of August,
1990 at Seattle, Washington.



Brenda C. Trackwell
Notary Public in and for the State of Washington
residing at Ballwin Bridge Island King County
My Commission expires: 4-09-93

Received through the mail by the Secretary, Bill Point Home Owners
Association, on Aug 17, 1990, and added to the
original copy of Amendment 4 (Four) as page 31.

9009070118

Russell N. Trackwell
Russell N. Trackwell, Secretary

REF557FR2138

Attachment 2

Amendment No. 4 to Protective
Covenants for Plat of Bill Point

Page 32 of
32 pages

In filling out the form below, strike out the words which are not applicable. Enter your names and any other phrases such as "husband and wife" as they appear on your deed, and enter the date you sign. You must sign before a notary or other official who can verify your signature.

IN WITNESS WHEREOF, Edward R. Aalvik,
Carol A. Aalvik, the legal ~~owner~~
owners of Lot 40, have executed the foregoing Amendment No. 4
(Four) to the Protective Covenants for Plat of Bill Point on this
24th day of August, 1990, on behalf of ~~myself~~/ourselves
and ~~my~~/our respective heirs, administrators, executors, successors,
assigns, and marital community, if any.

x Edward R. Aalvik
Signature

x Carol A. Aalvik
Signature

)
) ss.
)

On this day personally appeared before me Edward R. Aalvik and
Carol A. Aalvik, to me known to be the individuals described
in and who executed the within and foregoing instrument and
acknowledged the same to be their free and voluntary act for the
uses and purposes therein mentioned.

GIVEN under my hand and seal this 24th day of August
1990 at Bainbridge Island, WA.

Loren Thiel
Notary Public in and for
residing at Bainbridge Island

Received through the mail by the Secretary, Bill Point Home Owners
Association, on August 27, 1990, and added to the
original copy of Amendment 4 (Four) as page 32.

9009070118

Russell N. Trackwell
Russell N. Trackwell, Secretary

REC1557FR2139

28 pages

AMENDMENT NO. 5 (FIVE) TO
PROTECTIVE COVENANTS FOR PLAT OF BILL POINT

KITSAP COUNTY CHCK
\$34.00
FILED-BY: RUS TRACKWELL
JUL 8, 1993, 8:34 AM

WHEREAS, the undersigned are the record owners of fifty-five (55) or more (hence, more than two-thirds of the owners) of the eighty-two (82) lots which comprise that certain subdivision in Kitsap County, Washington, known as Bill Point as established in the plat recorded in Volume 13 of Plats, pages 30 and 31, in the Office of the Auditor of Kitsap County, Washington, and

WHEREAS, the original owners of all the land situated within the boundaries of the subdivision imposed the Protective Covenants for Plat of Bill Point dated May 22, 1968, and recorded on May 27, 1968, in Volume 923, pages 507-515, under recording number 930792, in the Office of the Auditor of Kitsap County, Washington, and

WHEREAS, the record owners of more than two-thirds of the lots located in the subdivision subsequently amended those covenants on four occasions, to wit:

KAREN FLYNN, AUDITOR
CLERK: LAWRENCE

October 13, 1969, recorded October 14, 1969, under recording number 962709 (Volume 974, pp. 93-94)

January 29, 1970, recorded February 2, 1970, under recording number 968565 (Volume 983, pp. 676-677)

March 31, 1976, recorded April 29, 1976, under recording number 1129958 (Reel 89, frames 35-59)

July 14, 1990, recorded September 7, 1990, under recording number 900907118 (Reel 557, frames 2108-2139), and

WHEREAS, the undersigned desire to change these protective covenants as presently amended,

NOW, THEREFORE, KNOW ALL PERSONS BY THESE PRESENTS:

1. That the single unnumbered paragraph under section 4 of said covenants is hereby numbered 4(a) with no change to the text.

A. F. #: 9307080053
REEL 0731 FR 0762

2. That a new, second paragraph is inserted under section 4 as follows:

4(b) A Tree Committee comprised of at least three members will be selected by the Board of Trustees. One of the members will be a professional in the use and management of trees and other vegetation in residential settings (such as a registered professional arborist, horticulturist, or landscape architect) who is neither a resident of Bill Point nor a lot owner therein. She or he will be retained by the Association. The other members will be selected from resident lot owners. The Tree Committee will implement the provisions of section 10 of these covenants and such By-Laws as the Association may enact relating to the management of trees and vegetation and the preservation of views within Bill Point as well as the management of the several tracts.

3. That Section 10, Preservation of Trees and Vegetation, is amended to change those portions of paragraph 10(a) as reads "Building Committee" to read "Tree Committee".

4. That all other protective covenants as previously amended shall remain in full force and effect.

IN WITNESS WHEREOF, the undersigned owners have executed the foregoing Amendment No. 5 (Five) to the Protective Covenants for Plat of Bill Point, effective the 22nd day of May, 1993, or on such date thereafter when owners of at least fifty-five (55) lots have signed the amendment, on behalf of themselves and their respective heirs, administrators, executors, successors, assigns and marital communities, if any.

ALICE M. KAWANISHI

Legal owner(s) of lot 49

x Alice M. Kawanishi

x _____

REEL # 8307080953
0731 FR 0783

JOHN SAKAGUCHI
IRENE Y. SAKAGUCHI

Legal owner(s) of lot 48

x John Sakaguchi

x Irene Y. Sakaguchi

AMENDMENT NO. 6 (SIX) TO
PROTECTIVE COVENANTS FOR PLAT OF BILL POINT

KITSAP COUNTY CHCK
\$13.00
FILED BY: RUS TRACHWELL
JUL 8, 1993, 8:41 AM

WHEREAS, the undersigned are the record owners of fifty-five (55) or more (hence, more than two-thirds of the owners) of the eighty-two (82) lots which comprise that certain subdivision in Kitsap County, Washington, known as Bill Point as established in the plat recorded in Volume 13 of Plats, pages 30 and 31, in the Office of the Auditor of Kitsap County, Washington, and

WHEREAS, the original owners of all the land situated within the boundaries of the subdivision imposed the Protective Covenants for Plat of Bill Point dated May 22, 1968, and recorded on May 27, 1968, in Volume 923, pages 507-515, under recording number 930792, in the Office of the Auditor of Kitsap County, Washington, and

WHEREAS, the record owners of more than two-thirds of the lots located in the subdivision subsequently amended those covenants on five occasions, to wit:

KAREN FLYNN, AUDITOR
CLERK: LAWRENCE

October 13, 1969, recorded October 14, 1969, under recording number 962709 (Volume 974, pp. 93-94)

January 29, 1970, recorded February 2, 1970, under recording number 968565 (Volume 983, pp. 676-677)

March 31, 1976, recorded April 29, 1976, under recording number 1129958 (Reel 89, frames 35-59)

July 14, 1990, recorded September 7, 1990, under recording number 900907118 (Reel 557, frames 2108-2139), and

May 22, 1993, recorded JULY 8, 1993, under recording number 9307080053 (Reel 0731, frames 0762-0789), and

WHEREAS, the undersigned desire to change these protective covenants as presently amended,

NOW, THEREFORE, KNOW ALL PERSONS BY THESE PRESENTS:

A.F. #: 9307080060
REEL 0731 FR 0796

1. that paragraph (d) of section 8, Noxious Use of Property, of said covenants is hereby deleted and that inserted in its place and stead is the following:

(d) Adequate parking space, consistent with the requirements of the City of Bainbridge Island Zoning Ordinance #92-08, must be provided within the boundary of each residential lot, such that the Public Right-of-Way in front of that lot shall not be used for regular overnight parking of any vehicle.

Automobiles, vans and pickups, used as a primary means of transportation may park regularly overnight on an owner's property in the driveway, or elsewhere on the property if the vehicle is less visible. Moreover, in Bill Point, no boat, trailer, camper, vehicle with camper, house trailer, motor home, recreational vehicle, or other similar vehicle, commercial vehicle, vehicle with sign or advertisement, truck, stored vehicle, or any part thereof, shall be stored or permitted to remain on any residential lot unless the same is stored or placed in a garage or other enclosed space.

2. That all other protective covenants as previously amended shall remain in full force and effect.

IN WITNESS WHEREOF, the undersigned owners have executed the foregoing Amendment No. 6 (Six) to the Protective Covenants for Plat of Bill Point, effective the 22nd day of May, 1993, or on such date thereafter when owners of at least fifty-five (55) lots have signed the amendment, on behalf of themselves and their respective heirs, administrators, executors, successors, assigns and marital communities, if any.

ALICE M. KAWANISHI

Legal owner(s) of lot 44

x Alice M. Kawanishi

x _____

JOHN SAKAGUCHI
IRENE Y. SAKAGUCHI

Legal owner(s) of lot 48

x John Sakaguchi

x Irene Y. Sakaguchi

A.F. #: 9307080060
REEL 0731 FR 0797

RETURN TO:
Bill Point Homeowners' Assn.
P.O. Box 10194
Bainbridge Island, WA 98110



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Kitsap Co, WA

AMENDMENT NO. 7 (SEVEN) TO PROTECTIVE COVENANTS FOR PLAT OF BILL POINT

FIRST GRANTOR: Bill Point Homeowners' Association

SECOND GRANTORS: Hartstone, Judith A.; Galt Associates by Mark A. Perrigo; Perrigo, Mark A. and Barbara J.; Ahern, Lawrence P. and Karen L.; Bergman, Ronald J. and Nancy J.; Jones, Bradley T.; Woody, Charles K. and Katherine M.; Scherrer, Philip F. and Dolores S.; McKinney, George H. and Donna J.; Walter, Edward L. and Jamie K.; Kawanishi, Alice M.; Sakaguchi, Sumio; Lindenstone, Ruth E. and Bernard A.; Hayes, Jerome B. and Susan G.; Herzog, Richard A. and Dolores P.; Penttila, Stephen W. and Cheryl L.; LeClair, Betty J. and Donald J.; Pollock, Elinor; Roohr, Albert J. and Judith A.; Purdom, Gary R. and Linda K.; Kutina, John R. and Janet V.; Jowise, Peter P. and Lisa; O'Brien, Mary E. and Kevin J.; Glover, Brian H. and Lorraine A.; Magelssen, William C. and Charlotte T.; Schedin, David R. and Robinn M.; White, Charles F. and Victoria I.; Faust, John E. and Katherine K.; Payne, James J. and Elizabeth B.; Harrington, Jane E. and Donald T.; Brookes, Christopher and Janet S.; Johnson, David M. and Susan M. R.; Freedman, Toby and Carol; Wells-Henderson, Sylvia; Trackwell, Russell N. and Ruth M.; Phillips, Dan and Marilyn; Calhoun, Leslie and Yvette C.; Bell, Christopher M. and Heidi T.; Seymour, Lawrence A. and Carolyn H.; Wainio, Robert S. and Amy M.; Peyton, James W. and Louanne T.; Gates, Charles W. II and Helen E. U.; Webster, Wayne T. and Patricia M.; MacKinnon, Sterling A. Jr. and Deborah L.J.; Cooper, Joan W.; Dacquisto, John S. and Gina M.; Sherman, Mary A. and Robert L.; Ashton, Jerome C. and Lou Ann; Madane, James G. and Peggy Ann; Turnbull, Carolyn A. and Lee; Ward, Sandra G.; Piraino, Carin J. and Michael S.; McCormick, Bruce M. and Deborah F.; Ebbert, Stephen A.; Crowthers, Lee and Raima B.; Schafer, G.W. and Rosemary; Gaffney, Sharon L.; Hirschfeld, William G. Jr. and Marilyn L.; Longstreet, Harry and Renee; Zigmund, Rudolph E.; Adams, John Q. and Vivian K.; Grubaugh, Jerome R. and Margaret; and Roller, W. Jim and Loretta W.

REFERENCE NUMBERS: Auditor's Recording Numbers 930792, 962709, 968565, 1129958, 900907118, 9307080053, and 9307080060.

LEGAL DESCRIPTION: Plat of Bill Point, Section 35, Township 25 N., Range 2 E., W.M., Kitsap County, Washington (recorded in volume 13 of plats, pp 30 and 31, in Kitsap County, Washington), block 0, lots 1 through 82.

ASSESSOR'S ACCOUNT NUMBERS: 4137-000-001-0007; ADDITIONAL NUMBERS ON NEXT PAGE:

ASSESSOR'S ACCOUNT NUMBERS: 4137-000-001-0007; 4137-000-002-0006; 4137-000-003-0005; 4137-000-004-0004; 4137-000-005-0003; 4137-000-006-0002; 4137-000-007-0001; 4137-000-008-0000; 4137-000-009-0009; 4137-000-010-0006; 4137-000-011-0005; 4137-000-012-0004; 4137-000-013-0003; 4137-000-014-0002; 4137-000-015-0001; 4137-000-016-0000; 4137-000-017-0009; 4137-000-18-0008; 4137-000-019-0007; 4137-000-020-0004; 4137-000-021-0003; 4137-000-022-0002; 4137-000-023-0001; 4137-000-024-0000; 4137-000-025-0009; 4137-000-026-0008; 4137-000-027-0007; 4137-000-028-0006; 4137-000-029-0005; 4137-000-030-0002; 4137-000-031-0001; 4137-000-032-0000; 4137-000-033-0009; 4137-000-034-0008; 4137-000-035-0007; 4137-000-036-0006; 4137-000-037-0005; 4137-000-038-0004; 4137-000-039-0003; 4137-000-040-0000; 4137-000-041-0009; 4137-000-042-0008; 4137-000-043-0007; 4137-000-044-0006; 4137-000-045-0005; 4137-000-046-0004; 4137-000-047-0003; 4137-000-048-0002; 4137-000-049-0001; 4137-000-050-0007; 4137-000-051-0006; 4137-000-052-0005; 4137-000-053-0004; 4137-000-054-0003; 4137-000-055-0002; 4137-000-056-0001; 4137-000-057-0000; 4137-000-058-0009; 4137-000-059-0008; 4137-000-060-0005; 4137-000-061-0004; 4137-000-062-0003; 4137-000-063-0101; 4137-000-064-0001; 4137-000-065-0000; 4137-000-066-0009; 4137-000-067-0008; 4137-000-068-0007; 4137-000-069-0006; 4137-000-070-0003; 4137-000-071-0002; 4137-000-072-0001; 4137-000-073-0000; 4137-000-074-0009; 4137-000-075-0008; 4137-000-076-0007; 4137-000-077-0006; 4137-000-078-0005; 4137-000-079-0004; 4137-000-080-0001; 4137-000-081-0000; and 4137-000-082-0009.

The amendment and the signatures of the owners of 65 of the 82 lots in the association who approved the amendment are on the following 37 pages. (Owners of at least 55 lots, two-thirds of the 82 lots, must approve any amendment to the protective covenants.)



BILL POINT HOMEOWNERS AMCOU

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Kitsap Co, WA

**AMENDMENT NO. 7 (SEVEN) TO
PROTECTIVE COVENANTS FOR PLAT OF BILL POINT**

WHEREAS, the original owners of all the land situated within the boundaries of the subdivision imposed the Protective Covenants for the Plat of Bill Point dated May 22, 1968, and recorded on May 27, 1968, in Volume 923, pages 507-515, under recording number 930792, in the Office of the Auditor of Kitsap County, Washington; and

WHEREAS, the record owners of more than two-thirds of the lots located in the subdivision subsequently amended those covenants on six occasions, to wit:

October 13, 1969, recorded October 14, 1969, under recording number 962709 (Volume 974, pp. 93-94)
January 19, 1970, recorded February 2, 1970, under recording number 968565 (Volume 983, pp. 676-677)
March 31, 1976, recorded April 29, 1976, under recording number 1129958 (Reel 89, frames 35-59)
July 14, 1990, recorded September 7, 1990, under recording number 900907118 (Reel 557, frames 2108-2139),
July 8, 1993, recorded July 8, 1993, under recording number 9307080053 (Reel 0731, frame 0762), and
July 8, 1993, recorded July 8, 1993, under recording number 9307080060 (Reel 0731, frame 0796); and

WHEREAS, the Board of Trustees of the Bill Point Homeowners Association and the UNDERSIGNED owner(s) of Lots 7 through 10, Plat of Shorewood, in a Settlement Agreement dated June 16, 1997, have agreed that two single-family building sites on Shorewood Lots 7 through 10 should be bound by these Protective Covenants and should have access to the cul-de-sac of Bill Point Bluff by an easement over Lot 55 in the Plat of Bill Point (referred to herein as "Easement"); and

WHEREAS, the UNDERSIGNED, who are record owners of fifty-five (55) or more (hence, more than two-thirds of the owners) of the eighty-two (82) lots which comprise that certain subdivision in Kitsap County, Washington, known as Bill Point (as established in the plat recorded in Volume 13 of Plats, pages 30 and 31, in the Office of the Auditor of Kitsap County, Washington), desire to give effect to that Settlement Agreement by changing these protective covenants as presently amended;

NOW, THEREFORE, KNOW ALL PERSONS BY THESE PRESENTS:

1. Section 1, Declaration, is amended to add the underlined:

The undersigned, . . . within said plat. Furthermore, by signing amendment seven to these covenants in accordance with the June 16, 1997, Settlement Agreement between the Board of Trustees of the Bill Point Homeowners' Association and the owner(s) of the two building sites located on lots 7 through 10 of the Plat of Shorewood as per plat thereof recorded in the Office of the Auditor of Kitsap County Washington, in Volume 3 of Plats on page 12



BILL POINT HOMEOWNERS AMCOU

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(hereafter referred to as Shorewood Lot A and Shorewood Lot B), the present owners of more than two-thirds of the lots in the Plat of Bill Point extend all provisions of these Protective Covenants to Shorewood Lot A and Shorewood Lot B and the owner(s) of those lots has/have bound the lots as now or hereafter constituted to these Protective Covenants.

2. Paragraph "a" of Section 2, General Provisions, is amended to read (changes are underlined):

a. These covenants are imposed and designed for the mutual benefit of all the building sites in the Plat of Bill Point and Shorewood Lots A and B, and they shall pertain to and pass to and with each of these building sites and shall bind all persons and their respective successors in interest who may own those sites.

3. Paragraph "d" of Section 2, General Provisions, is amended to read (changes are underlined):

d. The Plat of Bill Point is divided into "lots" and "tracts". In the Plat of Bill Point, the lots are identified by the numbers "1" through "82." In Lots 7 through 10 of the Plat of Shorewood, the two single-family residence sites to be placed on those lots are identified as "Shorewood Lot A" and "Shorewood Lot B." Each of these 84 lots shall be used only for a single residence with other appurtenances as are authorized elsewhere herein. Nothing in these Protective Covenants should be construed to bar the owner of Shorewood Lots 7 through 10 from reconfiguring lot lines as necessary to situate two proposed residences on those lots (identified above as Shorewood Lot A and Shorewood Lot B) in accordance with applicable building, use, health department, zoning, and other applicable regulations and ordinances. The owner(s) of the Shorewood Lots need not obtain the prior approval of the Board of Trustees nor the property owners to undertake such lot line adjustment, provided it complies with the terms of the Settlement Agreement. The tracts are identified . . . [the remainder is unchanged].

4. Paragraph "e" of Section 2, General Provisions, is amended to read (changes are underlined):

e. These covenants are . . . in whole or in part. However, Shorewood Lot A and Shorewood Lot B may be severed from these covenants if access is provided through adjacent property not part of the Plat of Bill Point and the owner(s) of Shorewood Lot A and Shorewood Lot B terminates the easement and accomplishes physical separation of it from Bill Point in accordance with Section 6.6 of the Easement.



BILL POINT HOMEOWNERS AMCOV

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5. Paragraph "b" of Section 3, Lot and Tract Use and Building Type, is amended to read (changes are underlined):

b. No lot in the Plat of Bill Point and neither Shorewood Lot A nor Shorewood Lot B shall be used except for residential purposes. No building shall be erected, altered, placed or permitted to remain on any lot other than one detached, single-family dwelling, a private garage and outbuildings approved by the Building Committee. The easements over the east end of Lot 55 from the southern end of the Bill Point Bluff cul-de-sac to the Plat of Shorewood Lot 11 (not a part of Bill Point) and to Shorewood Lots A and B are an agreed limited exception to this exclusive use of lots for residential purposes and to the designed cul-de-sac of Bill Point Bluff in the plan for the Plat of Bill Point which is part of Exhibit A.

6. Paragraph "e" of Section 3, Lot and Tract Use and Building Type, is amended to read (changes are underlined):

e. On lots 1 . . . 82 in the Plat of Bill Point, there shall be a maximum building height

7. Paragraph "d" of Section 5, Approval of Plans by Building Committee, is amended to read (changes are underlined):

d. The Building Committee has the right to refuse approval of . . . or alteration. Taken into consideration will be . . . of the proposed . . . or alteration. Within the Plat of Bill Point, the House Form Study and Site Analysis documents will provide guidelines for the property owners, architects and Building Committee in the development, evaluation and approval of projects.

8. Section 7, Easements, is amended to read (changes are underlined):

7. EASEMENTS In the Plat of Bill Point, easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat . . . along each side of interior lot lines. In the Plat of Bill Point and Shorewood Lot A and Shorewood Lot B, any and all drainage collected or sufficiently concentrated to create erosion problems, . . . be piped at the purchaser's expense to the nearest street gutter."

9. Paragraph "a", Section 8, Noxious Use of Property, is amended to read (changes are underlined):

a. No noxious, illegal or offensive use of property shall be carried on upon any lot in the Plat of Bill Point or Shorewood Lot A or Shorewood Lot B, nor shall anything be done which may be or become an annoyance or nuisance to the neighborhood. No owner



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. . . shall at any time conduct or permit to be conducted on any residential lot, . . . , nor shall said premises be used for any other purpose whatsoever except for the purpose of a private dwelling or residence.

10. Paragraph "b", Section 8, Noxious Use of Property, is amended to read (changes underlined):

b. Accumulation of trash, refuse, junk vehicles, or other unsightly objects is prohibited on any lot in the Plat of Bill Point or Shorewood Lots A and B. Building materials . . . must be kept orderly.

11. The second sentence of paragraph "d", Section 8, Noxious Use of Property, is amended to read (changes underlined):

d. Adequate parking space . . . if the vehicle is less visible. Moreover, in the Plat of Bill Point and Shorewood Lots A and B, no boat, trailer, . . . , stored vehicle, or any part thereof, shall be stored or permitted to remain on any residential lot unless the same is stored or placed in a garage or other enclosed space.

12. Section 10, Preservation of Trees and Vegetation, is amended to add the following opening sentence to precede subsections "a" through "d":

10. PRESERVATION OF TREES AND VEGETATION

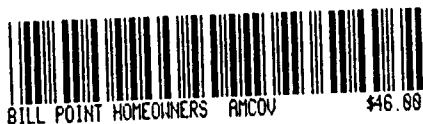
The following provisions apply within the Plat of Bill Point only.

(a) No cutting of trees outside

13. Section 15, GRECO Development, Inc. Option, is deleted as that corporation, the original developer of Bill Point, no longer holds title to any part of the Plat of Bill Point.

14. Section 16, Membership and Assessment, is renumbered as Section 15; paragraph "b" of that section is amended to read (changes underlined):

b. Each lot owner in the Plat of Bill Point and the owner of Shorewood Lot A and the owner of Shorewood Lot B shall automatically become a member of the Bill Point Homeowners Association at the time title to his lot shall be conveyed to said owner; and membership in the Association shall automatically terminate upon the termination of such ownership; provided . . . as amended.



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15. All other protective covenants as previously amended which are not changed by parts 1 through 14 of this amendment shall remain in full force and effect.

IN WITNESS WHEREOF, the undersigned owners have executed the foregoing Amendment No. 7 (Seven) to the Protective Covenants for the Plat of Bill Point, effective the 4th day of September, 1997, or on such date thereafter when owners of at least fifty-five (55) lots have signed the amendment, on behalf of themselves and their respective heirs, administrators, executors, successors, assigns and marital communities, if any.

* Judith A. Hartstone

Legal owner(s) of Lot 29

X Judith A. Hartstone
X _____

* GALT ASSOCIATES,

MARK A. PERRIGO, GENERAL MANAGER

Legal owner(s) of Lot 63

X Mark A. Perrigo
X _____

STATE OF WASHINGTON)
) ss.
COUNTY OF KITSAP)

* MARK A. PERRIGO

BARBARA J. PERRIGO

Legal owner(s) of Lot 64

X Mark A. Perrigo
X Barbara J. Perrigo

* LAWRENCE P. AHERN

KAREN LINDNER AHERN

Legal owner(s) of Lot 24

X Lawrence P. Ahern
X Karen Ahern

On this day personally appeared before me JUDITH A. HARTSTONE,
MARK A. PERRIGO, BARBARA J. PERRIGO, LAWRENCE P. AHERN, AND
KAREN LINDNER AHERN
to me known to be the individuals described in and who executed the within and
foregoing instrument and acknowledged the same to be their free and voluntary act
for the uses and purposes therein mentioned.

Given under my hand and seal this 4th day of September, 1997.

William G. Hirschfeld Jr.
William G. Hirschfeld Jr., Notary Public in and for
the State of Washington, residing at Bainbridge Island
My commission expires June 10, 2001



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Kitsap Co, WA

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650

1725 Pennsylvania Ave. N.
Brem. 98310FILED FOR RECORD
SEP 12 1979
Lents, Inc.ASSIGNMENT OF EASEMENT RIGHTSKITSAP COUNTY AUDITOR
RECEIVED

GEORGE O. GREGG, JOHANNA J. GREGG, CHARLES S. COLE and CAROLE J. COLE are the owners of certain easements for the installation and maintenance of utilities in the Bill Point area of Bainbridge Island, Kitsap County, Washington. The Greggs and Coles desire to transfer a portion of these easement rights to LENTS, INC., a Washington corporation, in conjunction with the transfer of the fuel oil delivery system for the Bill Point area, being purchased by Lents, Inc.

Therefore, the Greggs and Coles hereby assign to Lents, Inc. the following two easement rights:

- (1) The right to utilize that certain easement for the installation and maintenance of an oil utilities system, as set out in paragraph 7 of the Protective Covenants for the Plat of Bill Point, recorded under Kitsap County Auditor's File Number 930792, Volume 923, commencing at page 507. A copy of paragraph 7 is set out on the attached Exhibit "A". Nothing in this assignment shall be taken to extinguish or transfer other easement rights owned by the Coles and Greggs not related to fuel oil utilities.
- (2) The right to utilize the northwest 60 foot by 60 foot portion of tract G, plat of Bill Point, as recorded in Volume 13 of Plats, pages 30 and 31, records of Kitsap County, for the use in connection with a fuel oil system to the full extent allowed under that certain Reservation Number 1, set out in the Statutory Warranty Deed recorded under Kitsap County Auditor's File Number 1102626, a copy of which is attached as Exhibit "B".

DATED this 31 day of August, 1979.

George O. Gregg
GEORGE O. GREGG

Charles S. Cole
CHARLES S. COLE

Johanna J. Gregg
JOHANNA J. GREGG

Carole J. Cole
CAROLE J. COLE

EXCISE TAX EXEMPT

7909120140

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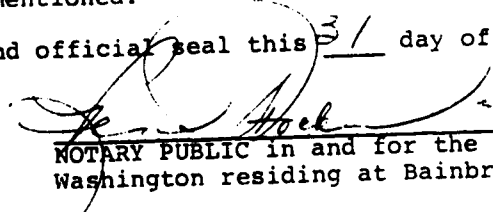
BILLIE EDER
KITSAP COUNTY TREASURER

REC 18381987

STATE OF WASHINGTON)
) ss.
COUNTY OF KITSAP)

On this day personally appeared before me GEORGE O. GREGG and JOHANNA J. GREGG, husband and wife, to me known to be the individuals described in and who executed the foregoing Assignment of Easement Rights, and acknowledged to me that they signed the same as their free and voluntary act and deed for the uses and purposes therein mentioned.

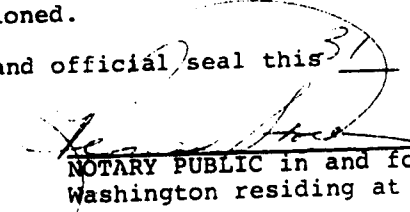
GIVEN under my hand and official seal this 31 day of August, 1979.


NOTARY PUBLIC in and for the State of
Washington residing at Bainbridge Is.

STATE OF WASHINGTON)
) ss.
COUNTY OF KITSAP)

On this day personally appeared before me CHARLES S. COLE and CAROLE J. COLE, husband and wife, to me known to be the individuals described in and who executed the foregoing Assignment of Easement Rights, and acknowledged to me 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 31 day of August, 1979.


NOTARY PUBLIC in and for the State of
Washington residing at Bainbridge Is.

7909120140

REC 183 PR 1988

EXHIBIT "A" to ASSIGNMENT OF EASEMENT RIGHTS

completed within twelve (12) months.

7. EASEMENTS

Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat

(a) over the rear five feet of each lot, and (b) over a five-foot strip along each side of interior lot lines. Any and all drainage collected or sufficiently concentrated to create erosion problems, in the opinion of the Building Committee, shall be piped at the purchaser's expense to the nearest street gutter. Plans and specifications for such underground piping must be approved by the Building Committee.

8. NOXIOUS USE OF PROPERTY

(a) No noxious, illegal or offensive use of property shall be carried on upon any lot, nor shall anything be done which may be or become an annoyance or nuisance to the neighborhood. No owner or owners, under any conveyance, shall at any time cause or permit to be conducted on any residential lot, any trade or business of any description, either commercial or religious, including day schools, nurseries or church schools, nor shall said premises be used for any other purpose whatsoever except for the purpose of a private dwelling or residence.

(b) Accumulation of trash, refuse, junk vehicles, or other unsightly objects is prohibited on any lot in Bill Point. Building materials stored during construction periods must be kept orderly.

(c) No trailer, basement, tent, shack, garage, barn or other outbuilding will be allowed to be used as a residence, temporarily or permanently, nor shall any permanent building or structure be used as a residence until the exterior has been completed, including finished staining and painting, and connected to an acceptable toilet disposal facility.

(d) The parkways in front of lots shall not be used for the overnight parking of any vehicle. No boat, boat trailer, house

EXCISE TAX EXEMPT

7909120140

SEP 12 1979

BILLIE EDER
KITSAP COUNTY TREASURER

5.

VOL 92

REEL 183 FEB 1980

EXHIBIT "B" to ASSIGNMENT OF EASEMENT RIGHTS

NO. 4532
KITSEAP COUNTY
TRANSACTION LICENSE TAX

PAID JUN 13 1975

STATUTORY WARRANTY DEED

ASSIGNED TO
KITSEAP COUNTY
BY *[Signature]*

1102626

1102626

THE GRANTORS, CHARLES S. COLE, CAROLE J. COLE, GEORGE
O. GREGG and JOHANNA J. GREGG, for and in consideration of the
fulfillment of the provisions of the protective covenants of
the Plat of Bill Point, in hand paid, conveys and warrants
to BILL POINT HOMEOWNERS ASSOCIATION the following described
real estate, situated in the County of Kitsap, State of
Washington:

TRACTS A, B, C, D, E, F, G, H, J, K, L & M, Plat of Bill Point
as per plat recorded in Volume 11 of Plats, Page 30 and 31,
records of Kitsap County, Washington.

RESERVING TO THE GRANTORS, THEIR HEIRS, ASSIGNS AND SUCCESSORS
the following:

1. As to Tract G: An easement over the Northwest 60' x 60'
thereof for ingress and egress and for the repair, maintenance
and improvement for the operation of an oil system which
includes but is not limited to all oil storage pumping,
servicing and distribution systems.
2. As to Tract F: An easement for ingress and egress and
for repair, maintenance and improvement of the reservoir
or future reservoirs located on such tract.
3. As to Tract K: An easement for ingress and egress and
for the repair, maintenance and improvement of the water
system and equipment utilized in said system or future
systems.

WITNESSED this 12 day of May, 1975.

[Signatures of Charles S. Cole, Carole J. Cole, George O. Gregg, and Johanna J. Gregg]

STATE OF WASHINGTON)

COUNTY OF Kitsap)

On this day personally appeared before me CHARLES
S. COLE, CAROLE J. COLE, GEORGE O. GREGG and JOHANNA J. GREGG,
to me known to be the individuals described in and who executed
the within and foregoing 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.

GIVEN UNDER MY HAND AND OFFICIAL SEAL this 12 day
of May, 1975.

Notary Public in and for the State
of Washington, residing at Cambridge, Wa.

AUDITOR'S NOTE
Legibility for recording and copying
Un satisfactory if a portion of this
instrument when received

7909120140

REEL 183FR1990

ASSIGNMENT OF EASEMENT RIGHTS

9203

8208250040

GEORGE O. GREGG, JOHANNA J. GREGG, CHARLES S. COLE and CAROLE J. COLE, hereinafter collectively called Sellers, are the record owners of certain easements for the installation and maintenance of utilities in the Bill Point area of Bainbridge Island, Kitsap County, Washington.. Pursuant to an agreement dated June 1, 1982, said parties desire to assign and transfer to HOWARD M. ANGELL, JR. and his wife BETTE Y. ANGELL, hereinafter called Buyers, all of their interest in said easements insofar as they relate to the supply and delivery of water to customers in the Bill Point area. .

For good and valuable consideration, receipt of which is acknowledged, Sellers hereby convey, assign and deliver to Buyers all of their right, title and interest in and to the following easements:

(A) All easements for installation and maintenance of utilities as described in paragraph 7 of the Protective Covenants for the Plat of Bill Point, recorded under Kitsap County Auditor's File Number 930792, Volume 923, commencing at page 507, insofar as such right, title and interest pertains to or is in aid of the right to supply and deliver water to customers in and about the properties described in said Plat, including without limitation the right to keep and maintain on said easements all existing wells, lines, reservoirs, pumps and other facilities and equipment now in place for the supplying of water to such customers.

(B) As to Tract F of said Plat of Bill Point, an easement for ingress and egress and for repair, maintenance and improvement of the reservoir or future reservoirs located on such tract.

(C) As to Tract K of said Plat of Bill Point, an easement for ingress and egress and for the repair, maintenance and improvement of the water system and equipment utilized in said system or future systems.

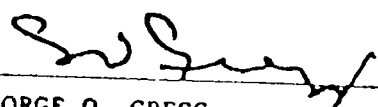
Nothing herein shall be taken to extinguish or transfer any other right which Sellers may have in said easements with respect


8208250040

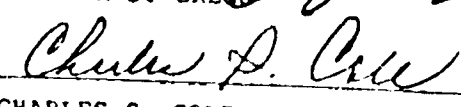
to any service other than the supply of water.

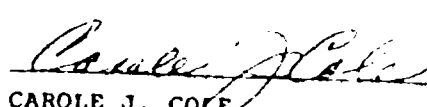
Sellers warrant to Buyers that Sellers own the easement rights herein conveyed, free and clear of all liens, encumbrances and third-party claims.

DATED this 1st day of June, 1982.


GEORGE O. GREGG

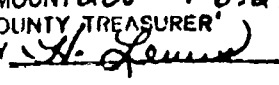

JOHANNA J. GREGG


CHARLES S. COLE


CAROLE J. COLE

NO. 3479
KITSAP COUNTY
TRANSACTION EXCISE TAX

PAID AUG 24 1982

AMOUNT $208^{00} + 6.24$ per.
COUNTY TREASURER
BY 

FILED FOR RECORD

ACKNOWLEDGEMENT

REQ OF _____
TRANSMITTAL TITLE INS. CO.
AUG 25 1982 AM 6:00

STATE OF WASHINGTON)

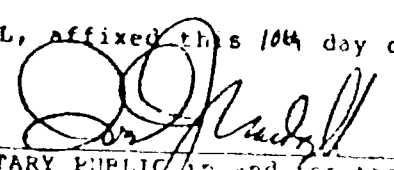
COUNTY OF KITSAP)

ss.

SHERRIL HUFF
KITSAP COUNTY AUDITOR
DEPUTY _____

On this day personally appeared before me GEORGE O. GREGG, JOHANNA J. GREGG, CHARLES S. COLE and CAROLE J. COLE, to be known to be the individuals described herein and who, being duly sworn, said that they executed the within and foregoing instrument as their free and voluntary act and deed for the uses and purposes therein mentioned.

WITNESS MY HAND AND OFFICIAL SEAL, affixed this 10th day of June, 1982.


NOTARY PUBLIC in and for the
State of Washington, residing at
Bainbridge Island,

8208250040