

STAVROS
HOMES

WELCOME TO

2591 EL MAR STREET COUPEVILLE


Windermere
REAL ESTATE

HOME GUIDE

everything you *need to*
know about this home

KRISTEN STAVROS P: 360-720-4271 E: kristen@stavroshomes.com

WELCOME HOME

2591 EL MAR STREET
COUPEVILLE



PROPERTY DETAILS

Perched in a quiet neighborhood right in the heart of Whidbey Island. This home enjoys commanding views down the Strait of Juan de Fuca, the Olympic Range towering in the backdrop, and Vancouver Island off in the distance. Enjoy sunsets, ship traffic, soaring eagles, and even whale sightings from the expansive deck and main living areas. The 3-bed, 2-bath main home is accompanied by a comfortable, almost 700 sq ft apartment below. Inside, find a generous open concept kitchen with gorgeous quartz counters, heat pump with A/C, a whole house generator, Cat 5 wiring in every room, RV parking potential, and in addition to the generous two-car garage, a workshop below for equipment or hobbies. The 50% ownership of the vacant lot in front helps protect the view and adds practical value by providing space for a reserve drainfield. Sierra amenities include a clubhouse, pool, playground, and a full social calendar. All of this is conveniently close to Coupeville and Oak Harbor, as well as beaches, parks, coffee, hospitals, dining, and so much more. Owning this property really makes everyday life feel like a vacation!

PRICE

\$997,000

BED/BATH

3 / 2.75

FINISHED SQFT

2,666

GARAGE

2 car



KRISTEN STAVROS

360.720.4271

KRISTEN@STAVROSHOMES.COM
@KRISTENONWHIDBEY





Kristen Stavros

360.720.4271

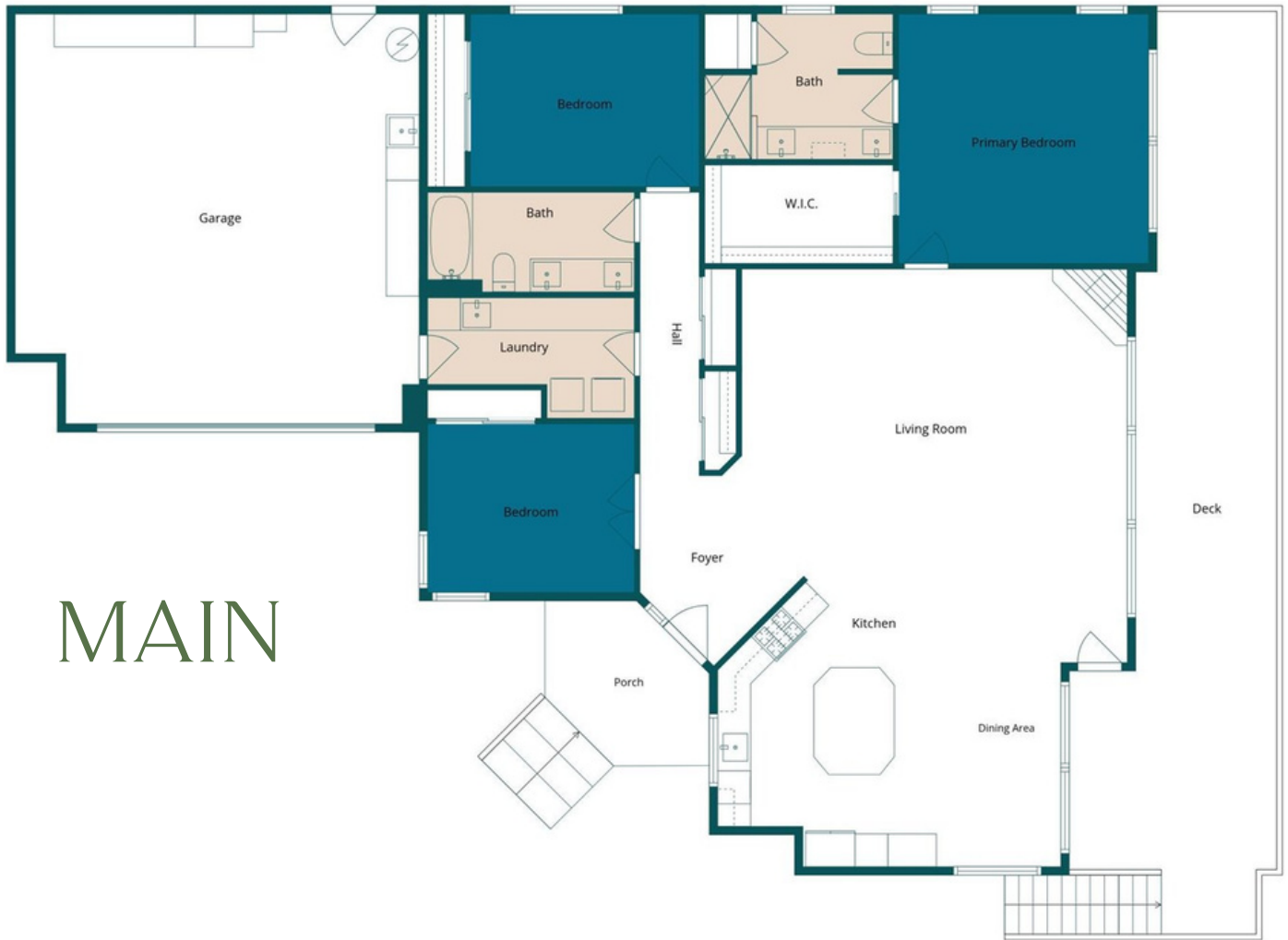
kristen@stavroshomes.com

@kristenonwhidbey

STAVROS
HOMES
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FLOORPLAN & MAPS

2591 EL MAR STREET
COUPEVILLE



MAIN



Measurements Are Deemed Reliable, But Not Guaranteed. Buyer To Verify



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FLOORPLAN & MAPS

2591 EL MAR STREET
COUPEVILLE



LOWER

Measurements Are Deemed Reliable, But Not Guaranteed. Buyer To Verify



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360.720.4271



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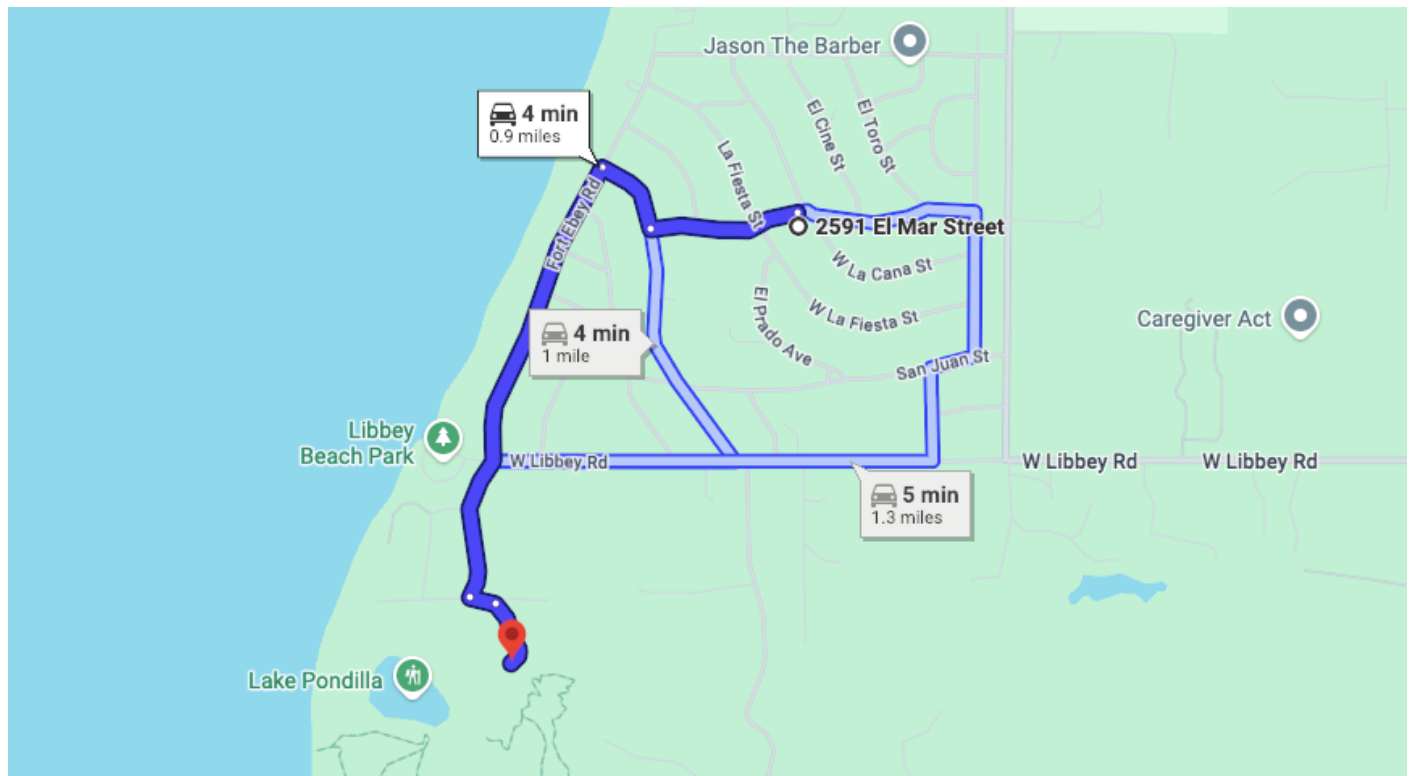


@kristenonwhidbey

STAVROS
HOMES
Windermere
REAL ESTATE



This map/plot is being furnished as an aid in locating the herein described land in relation to adjoining streets, natural boundaries and other land, and is not a survey of the land depicted. Except to the extent a policy of title insurance is expressly modified by endorsement, if any, the company does not insure dimensions, distances, location of easements, acreage or other matters shown thereon.



Just a few miles from tons of trails
at multiple State & County Parks



PRELIMINARY TITLE

2591 EL MAR STREET
COUPEVILLE



Kristen Stavros

 360.720.4271

 kristen@stavroshomes.com

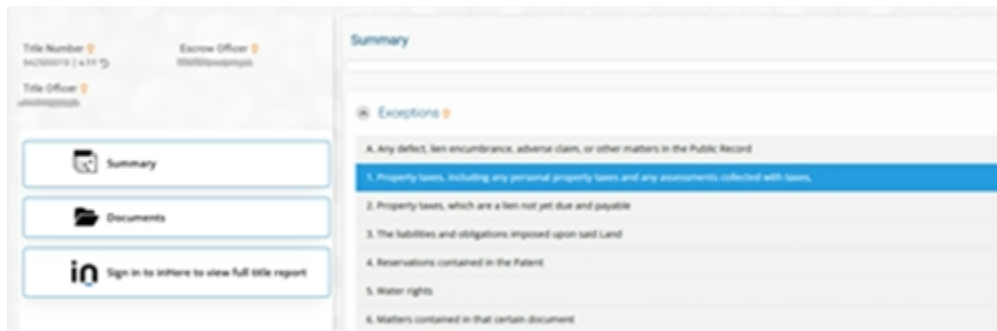
 @kristenonwhidbey



Commitment

File No.: 245479979**Property Address:** 2591 El Mar St, Coupeville, WA 98239**Title Officer:** Tina McLaughlin

Welcome to the new titleLOOK®!



titleLOOK upgrades the traditional title report experience from a static report with large zip files of supporting documents to a real-time interactive title report. With titleLOOK, you'll enjoy:

- an easy-to-use summary page of your report findings
- color-coded requirements and exceptions so you can focus on what is important
- hyperlinks directly into the documents referenced on your report
- a transparent and convenient title report experience

[Click to view custom titleLOOK®](#)The logo for inHere, featuring the word 'inHere' in a bold, sans-serif font. The 'in' is in a smaller size and is positioned to the left of 'Here'. A small blue square is located below the 'i' in 'in'.

When you click on the above button/link to access your titleLOOK report, you will be taken to inHere, our platform designed to transform the experience of buying or selling real estate from the moment a transaction is started all the way through closing. inHere provides a safe and convenient method of delivering documents and information about your real estate transaction.

ALTA COMMITMENT FOR TITLE INSURANCE

issued by agent:



CHICAGO TITLE
COMPANY OF WASHINGTON

Commitment Number:

245479979

NOTICE

IMPORTANT - READ CAREFULLY: THIS COMMITMENT IS AN OFFER TO ISSUE ONE OR MORE TITLE INSURANCE POLICIES. ALL CLAIMS OR REMEDIES SOUGHT AGAINST THE COMPANY INVOLVING THE CONTENT OF THIS COMMITMENT OR THE POLICY MUST BE BASED SOLELY IN CONTRACT.

THIS COMMITMENT IS NOT AN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILITY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO THE COMPANY, WERE PERFORMED SOLELY FOR THE BENEFIT OF THE COMPANY, AND CREATE NO EXTRACONTRACTUAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED.

THE COMPANY'S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON.

COMMITMENT TO ISSUE POLICY

Subject to the Notice; Schedule B, Part I-Requirements; Schedule B, Part II-Exceptions; and the Commitment Conditions, Chicago Title Insurance Company, a Florida corporation (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Amount of Insurance and the name of the Proposed Insured.

If all of the Schedule B, Part I-Requirements have not been met within one hundred eighty (180) days after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

Chicago Title Insurance Company

By:

Michael J. Nolan, President

Attest:

Marjorie Nemzura, Secretary

Countersigned By:

Susie Gale
Authorized Officer or Agent

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Transaction Identification Data, for which the Company assumes no liability as set forth in Commitment Condition 5.e.:

ISSUING OFFICE:	FOR SETTLEMENT INQUIRIES, CONTACT:
Title Officer: Tina McLaughlin Chicago Title Company of Washington 32650 State Route 20, Ste. E 202 Oak Harbor, WA 98277 Phone: 360-639-4245 Fax: 866-451-5409 Main Phone: (360)675-0733 Email: Tina.McLaughlin@titlegroup.fntg.com	

Order Number: 245479979

Property Address: 2591 El Mar St, Coupeville, WA 98239

SCHEDULE A

- Commitment Date: June 1, 2026 at 08:00 AM
- Policy to be issued:
 - ALTA Owner's Policy 2021 w-WA Mod

Proposed Insured:	Purchaser with contractual rights under a purchase agreement with the vested owner identified at Item 4 below		
Proposed Amount of Insurance:	\$10,000.00		
The estate or interest to be insured:	Fee Simple		
Premium:	\$	190.00	
Tax:	\$	17.48	
Rate:	STANDARD		
- The estate or interest in the Land at the Commitment Date is:

Fee Simple
- The Title is, at the Commitment Date, vested in:

Glen A. Kitzmann and Lori A. Kitzmann, Trustees of the Kitzmann Trust dated June 11, 2004, as to Parcel A and an undivided 50% interest in Parcel B
- The Land is described as follows:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

END OF SCHEDULE A

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EXHIBIT "A"

Legal Description

Parcel A: (S8160-03-10023-0)

Lot 23, Block 10, Plat of Sierra Div. No. 3, according to the plat thereof recorded in Volume 10 of Plats, pages 66 and 67, records of Island County, Washington.

Situate in Island County, Washington.

Parcel B: (S8160-00-10021-0)

The following described property is as to an undivided 50% interest only:

Lot 21, Block 10, Plat of Sierra Division No. 1, according to the plat thereof recorded in [Volume 10 of Plats, pages 5 through 11](#), records of Island County, Washington.

Situate in Island County, Washington.

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SCHEDULE B, PART I - Requirements

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.
5. Additional requirements and/or exceptions may be added as details of the transaction are disclosed to, or become known by the Company.
6. If the Seller or Borrower intends to sign documents required to insure the transaction utilizing a remote online notary, please notify the Company immediately as additional underwriting requirements will need to be satisfied.
7. The application for title insurance was placed by reference to only a street address or tax identification number. The proposed Insured must confirm that the legal description in this report covers the parcel(s) of Land requested to be insured. If the legal description is incorrect, the proposed Insured must notify the Company and/or the settlement company in order to prevent errors and to be certain that the legal description for the intended parcel(s) of Land will appear on any documents to be recorded in connection with this transaction and on the policy of title insurance.
8. For each policy to be issued as identified in Schedule A, Item 2; the Company shall not be liable under this commitment until it receives a designation for a Proposed Insured, acceptable to the Company. As provided in Commitment Condition 4, the Company may amend this commitment to add, among other things, additional exceptions or requirements after the designation of the Proposed Insured.
9. The Proposed Policy Amount(s) must be increased to the full value of the estate or interest being insured, and any additional premium must be paid at that time. An Owner's policy should reflect the purchase price or full value of the Land. A Loan Policy should reflect the loan amount or value of the property as collateral. Proposed Policy Amount(s) will be revised and premiums charged consistent therewith when the final amounts are approved.
10. Terms, powers, conditions, and limitations of the trust under which title is held.

The Company has reviewed and accepted the Trust Certificate.

Authorized Signers: Glen A. Kitzmann and Lori A. Kitzmann, as Trustee

END OF REQUIREMENTS**NOTES**

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SCHEDULE B, PART I - Requirements
(continued)

The following matters will not be listed as Special Exceptions in Schedule B of the policy. There will be no coverage for loss arising by reason of the matters listed below because these matters are either excepted or excluded from coverage or are not matters covered under the insuring provisions of the policy.

Note A: Notice: Please be aware that due to the conflict between federal and state laws concerning the cultivation, distribution, manufacture or sale of marijuana, the Company is not able to close or insure any transaction involving Land that is associated with these activities.

Note B: Effective February 1, 2024 there is an additional \$15.00 fee for electronic recording service(s).

Note C: Note: Recording procedures in Island County have changed. We now E-Record all documents with the exception of files with Mobile Home Transfers. Island County Courthouse opens at 9:00 AM and will no longer accept Sale documents past 3:00 PM. All documents must be released by 2:30 PM to record same day. Recording Checks and Excise Checks need to be made payable to Chicago Title Company.

Please send recordings to:
Recording Dept.
1835 Barkley Blvd. Ste. 105
Bellingham, WA 98226

Note D: Note: The Public Records indicate that the address of the improvement located on said Land is as follows:

2591 El Mar St
Coupeville, WA 98239

Note E: Note: FOR INFORMATIONAL PURPOSES ONLY:

The following may be used as an abbreviated legal description on the documents to be recorded, per Amended RCW 65.04.045. Said abbreviated legal description is not a substitute for a complete legal description within the body of the document:

Parcel A: Lot 23, Blk. 10, Sierra Div. 3
[Tax Account No.: S8160-03-10023-0](#)

Parcel B: Lot 21, Blk. 10, Sierra Div. 1
[Tax Account No.: S8160-00-10021-0](#)

Note F: Note: There are NO conveyances affecting said Land recorded within 36 months of the date of this report.

Note G: Note: Examination of the Public Records discloses no judgments or other matters pending against the name of the vested owner.

END OF NOTES

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SCHEDULE B, PART I - Requirements
(continued)**END OF SCHEDULE B, PART I**

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SCHEDULE B, PART II - Exceptions

Some historical land records contain Discriminatory Covenants that are illegal and unenforceable by law. This Commitment and the Policy treat any Discriminatory Covenant in a document referenced in Schedule B as if each Discriminatory Covenant is redacted, repudiated, removed, and not republished or recirculated. Only the remaining provisions of the document will be excepted from coverage.

The Policy will not insure against loss or damage resulting from the terms and conditions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

GENERAL EXCEPTIONS

- A. Rights or claims of parties in possession, or claiming possession, not shown by the Public Records.
- B. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land.
- C. Easements, prescriptive rights, rights-of-way, liens or encumbrances, or claims thereof, not shown by the Public Records.
- D. Any lien, or right to a lien, for contributions to employee benefit funds, or for state workers' compensation, or for services, labor, or material heretofore or hereafter furnished, all as imposed by law, and not shown by the Public Records.
- E. Taxes or special assessments which are not yet payable or which are not shown as existing liens by the Public Records.
- F. Any lien for service, installation, connection, maintenance, tap, capacity, or construction or similar charges for sewer, water, electricity, natural gas or other utilities, or for garbage collection and disposal not shown by the Public Records.
- G. Unpatented mining claims, and all rights relating thereto.
- H. Reservations and exceptions in United States Patents or in Acts authorizing the issuance thereof.
- I. Indian tribal codes or regulations, Indian treaty or aboriginal rights, including easements or equitable servitudes.
- J. Water rights, claims or title to water.
- K. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I—Requirements are met.

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SCHEDULE B, PART II - Exceptions
(continued)**SPECIAL EXCEPTIONS**

1. Easement(s) for the purpose(s) shown below and rights incidental thereto as delineated or as offered for dedication, on the [map of said tract/plat](#);

Purpose: All necessary slopes for cuts and fills and continued drainage of roads
Affects: Any portions of said Land which abut upon streets, avenues, alleys, and roads and where water might take a natural course
2. Covenants, conditions, restrictions, recitals, reservations, easements, easement provisions, dedications, building setback lines, notes, statements, and other matters, if any, but omitting any covenants or restrictions, if any, including but not limited to those based upon race, color, religion, sex, sexual orientation, familial status, marital status, disability, handicap, national origin, ancestry, or source of income, as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by applicable law, as set forth on the face of said Plat:

[Recording No: 220776](#)
Affects: Parcel A
3. Covenants, conditions, restrictions, recitals, reservations, easements, easement provisions, dedications, building setback lines, notes, statements, and other matters, if any, but omitting any covenants or restrictions, if any, including but not limited to those based upon race, color, religion, sex, sexual orientation, familial status, marital status, disability, handicap, national origin, ancestry, or source of income, as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by applicable law, as set forth on Plat of Sierra, Div. No. 1:

[Recording No: 209489](#)
Affects: Parcel B
4. Statements disclosing water quality by Sierra Country Club, Inc.

Recorded under various instruments of record:
[Recording No.: 418827](#)
[Recording No.: 85008042](#)
[Recording No.: 85010138](#)
[Recording No.: 87013394](#)
[Recording No.: 88000188](#)
Affects: Said premises and other property
5. Statement regarding the availability of water by Sierra Country Club, Inc.;

Recorded: January 19, 1988
[Recording No.: 88000560](#)

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SCHEDULE B, PART II - Exceptions
(continued)

6. Covenants, conditions, restrictions and easements but omitting any covenants or restrictions, if any, including but not limited to those based upon race, color, religion, sex, sexual orientation, familial status, marital status, disability, handicap, national origin, ancestry, source of income, gender, gender identity, gender expression, medical condition or genetic information, as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by applicable law, as set forth in the document

Recording Date: June 4, 1969
[Recording No.:](#) [221315](#) (Re-record of 220800)
Affects: Parcel A

AMENDED by instruments;

[Recording No.:](#) [278365](#)
[Recording No.:](#) [388436](#)
[Recording No.:](#) [420078](#)
[Recording No.:](#) [88000188](#)
[Recording No.:](#) [93025705](#)
[Recording No.:](#) [4419385](#)

7. Covenants, conditions and restrictions but omitting any covenants or restrictions, if any, including but not limited to those based upon race, color, religion, sex, sexual orientation, familial status, marital status, disability, handicap, national origin, ancestry, or source of income, as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by applicable law, as set forth in the document

Recording Date: May 24, 1968
[Recording No.:](#) [209490](#)
Affects: Parcel B

Modification(s) of said covenants, conditions and restrictions

Recording Date: October 29, 1974; September 29, 1981; January 19, 1984; May 19, 1993;
December 16, 1993; March 24, 2017
[Recording No.:](#) [278365](#)
[Recording No.:](#) [388436](#)
[Recording No.:](#) [420078](#)
[Recording No.:](#) [88000188](#)
[Recording No.:](#) [93009348](#)
[Recording No.:](#) [93025705](#)
[Recording No.:](#) [4419385](#)

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SCHEDULE B, PART II - Exceptions
(continued)

8. Any unpaid assessments or charges and liability to further assessments or charges, for which a lien may have arisen (or may arise), all as provided for in instrument set forth below:

Imposed By: Sierra Country Club
[Recording No.:](#) [209490](#)
[Recording No.:](#) [221315](#)
[Recording No.:](#) [388436](#)
[Recording No.:](#) [420078](#)
[Recording No.:](#) [93009348](#)
[Recording No.:](#) [93025705](#)
[Recording No.:](#) [94023933](#)
[Recording No.:](#) [4419384](#)
[Recording No.:](#) [4540222](#)

9. Island County Agricultural and Forestry Protection Disclosure as contained in Deed, including the terms, covenants and provisions thereof;

Recording Date: May 8, 2017
[Recording No.:](#) [4422076](#)
Affects: Parcel A

10. Terms and provisions of an affidavit which pertains to sale or use of the residence located on the Land:

Executed by: Glen and Lori Kitzmann
Recording Date: July 19, 2017
[Recording No.:](#) [4426532](#)
Affects: Parcel A

Any purchaser or mortgagee should make an inquiry with the Island Building Department as to its present effect.

11. Ownership Agreement and Easements for Septic Tank Drain Fields, including the terms, covenants and provisions thereof;

Recording Date: December 4, 2017
[Recording No.:](#) [4435148](#)
Affects: Said premises and other property

12. Terms and provisions of an affidavit which pertains to sale or use of the residence located on the Land:

Executed by: Glen and Lori Kitzmann
Recording Date: May 3, 2018
[Recording No.:](#) [4443626](#)
Affects: Parcel A

Any purchaser or mortgagee should make an inquiry with the Island Building Department as to its present effect.

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SCHEDULE B, PART II - Exceptions
(continued)

13. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

Granted to: Puget Sound Power and Light Company
Purpose: Electric transmission and/or distribution line, together with necessary appurtenances
Recording Date: August 2, 1966
[Recording No.:](#) [186243](#)
Affects: Parcel B

14. Easement, including the terms and conditions thereof, disclosed by instrument(s);

Recorded: May 24, 1968
[Recording No.:](#) [209490](#)
For: Utilities and sewage and drainage system
Affects: Parcel B
Affects: Front 5 feet of said lot

15. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

Granted to: Puget Sound Power and Light Company
Purpose: Electric transmission and/or distribution line, together with necessary appurtenances
Recording Date: May 31, 1968
[Recording No.:](#) [209670](#)
Affects: Parcel B

16. A deed of trust to secure an indebtedness in the amount shown below,

Amount: \$260,000.00
Dated: September 2, 2020
Trustor/Grantor: Glen A. Kitzmann and Lori A. Kitzmann, husband and wife
Trustee: First American Title
Beneficiary: Mortgage Electronic Registration Systems Inc. as nominee for Quicken Loans, LLC
Recording Date: August 9, 2021
[Recording No.:](#) [4526465](#)
Affects: Parcel A

17. City, county or local improvement district assessments, if any.

18. Assessments, if any, levied by Sierra Country Club.

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SCHEDULE B, PART II - Exceptions
(continued)

19. Payment of the real estate excise tax, if required.

CAUTION: Washington has a graduated excise tax rate for sales occurring on or after 1/1/2023 for most properties, although a flat rate applies to properties formally classified and specially valued as timberland or agricultural land on the day of closing.

The rate of real estate excise tax to a sale on or after 1/1/2023 for properties which are not formally classified and specially valued as timberland or agricultural land is:

State portion: 1.10% on any portion of the sales price of \$525,000 or less;
1.28% on any portion of the sales price above \$525,000, up to \$1,525,000;
2.75% on any portion of the sales price above \$1,525,000, up to \$3,025,000;
3.00% on any portion of the sales price above \$3,025,000;

Local portion: 0.50% on the entire sales price.

An additional \$5.00 State Technology Fee must be included in all excise tax payments.

If the transaction is exempt, an additional \$5.00 Affidavit Processing Fee is required.

Any conveyance document must be accompanied by the official Washington State Excise Tax Affidavit. The applicable excise tax must be paid and the affidavit approved at the time of the recording of the conveyance documents. (NOTE: Real Estate Excise Tax Affidavits must be printed as legal size forms).

20. General and special taxes and charges, payable February 15; delinquent if first half unpaid on May 1 or if second half unpaid on November 1 of the tax year (amounts do not include interest and penalties):

Year:	2026
<u>Tax Account No.:</u>	<u>S8160-00-10021-0</u>
Key No./Property No:	390455
Tax Code/Located In:	339
Assessed Value:	\$24,000.00
Affects:	As to a 50% interest

General and Special Taxes:	Billed:	\$206.26, Full Year
	Paid:	\$206.26
	Unpaid:	\$0.00

Prior to close of escrow, please contact the Tax Collector's Office to confirm all amounts owing, including current fiscal year taxes, supplemental taxes, escaped assessments and any delinquencies.

This page is only a part of a 2021 ALTA® Commitment for Title Insurance issued by Chicago Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; Schedule B, Part II-Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

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SCHEDULE B, PART II - Exceptions
(continued)

21. General and special taxes and charges, payable February 15; delinquent if first half unpaid on May 1 or if second half unpaid on November 1 of the tax year (amounts do not include interest and penalties):

Year: 2026
Tax Account No.: [S8160-03-10023-0](#)
Key No./Property No: 392774
Tax Code/Located In: 330
Assessed Value: \$922,648.00

General and Special Taxes: Billed: \$5,866.46, Full Year
Paid: \$2,933.27
Unpaid: \$2,933.19

Prior to close of escrow, please contact the Tax Collector's Office to confirm all amounts owing, including current fiscal year taxes, supplemental taxes, escaped assessments and any delinquencies.

END OF SCHEDULE B, PART II

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COMMITMENT CONDITIONS**1. DEFINITIONS**

- a. "Discriminatory Covenant": Any covenant, condition, restriction, or limitation that is unenforceable under applicable law because it illegally discriminates against a class of individuals based on personal characteristics such as race, color, religion, sex, sexual orientation, gender identity, familial status, disability, national origin, or other legally protected class.
- b. "Knowledge" or "Known": Actual knowledge or actual notice, but not constructive notice imparted by the Public Records.
- c. "Land": The land described in Item 5 of Schedule A and improvements located on that land that by State law constitute real property. The term "Land" does not include any property beyond that described in Schedule A, nor any right, title, interest, estate, or easement in any abutting street, road, avenue, alley, lane, right-of-way, body of water, or waterway, but does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
- d. "Mortgage": A mortgage, deed of trust, trust deed, security deed, or other real property security instrument, including one evidenced by electronic means authorized by law.
- e. "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.
- f. "Proposed Amount of Insurance": Each dollar amount specified in Schedule A as the Proposed Amount of Insurance of each Policy to be issued pursuant to this Commitment.
- g. "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
- h. "Public Records": The recording or filing system established under State statutes in effect at the Commitment Date under which a document must be recorded or filed to impart constructive notice of matters relating to the Title to a purchaser for value without Knowledge. The term "Public Records" does not include any other recording or filing system, including any pertaining to environmental remediation or protection, planning, permitting, zoning, licensing, building, health, public safety, or national security matters.
- i. "State": The state or commonwealth of the United States within whose exterior boundaries the Land is located. The term "State" also includes the District of Columbia, the Commonwealth of Puerto Rico, the U.S. Virgin Islands, and Guam.
- j. "Title": The estate or interest in the Land identified in Item 3 of Schedule A.

2. If all of the Schedule B, Part I-Requirements have not been met within the time period specified in the Commitment to Issue Policy, this Commitment terminates and the Company's liability and obligation end.

3. The Company's liability and obligation is limited by and this Commitment is not valid without:

- a. the Notice;
- b. the Commitment to Issue Policy;
- c. the Commitment Conditions;
- d. Schedule A;
- e. Schedule B, Part I-Requirements; and
- f. Schedule B, Part II-Exceptions; and
- g. a counter-signature by the Company or its issuing agent that may be in electronic form.

4. COMPANY'S RIGHT TO AMEND

The Company may amend this Commitment at any time. If the Company amends this Commitment to add a defect, lien, encumbrance, adverse claim, or other matter recorded in the Public Records prior to the Commitment Date, any liability of the Company is limited by Commitment Condition 5. The Company is not liable for any other amendment to this Commitment.

5. LIMITATIONS OF LIABILITY

- a. The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
 - i. comply with the Schedule B, Part I-Requirements;
 - ii. eliminate, with the Company's written consent, any Schedule B, Part II-Exceptions; or
 - iii. acquire the Title or create the Mortgage covered by this Commitment.
- b. The Company is not liable under Commitment Condition 5.a. if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.
- c. The Company is only liable under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.
- d. The Company's liability does not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Condition 5.a. or the Proposed Amount of Insurance.
- e. The Company is not liable for the content of the Transaction Identification Data, if any.

This page is only a part of a 2021 ALTA® Commitment for Title Insurance issued by Chicago Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; Schedule B, Part II-Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

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(continued)

- f. The Company is not obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I-Requirements have been met to the satisfaction of the Company.
- g. The Company's liability is further limited by the terms and provisions of the Policy to be issued to the Proposed Insured.

6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT; CHOICE OF LAW AND CHOICE OF FORUM

- a. Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.
- b. Any claim must be based in contract under the State law of the State where the Land is located and is restricted to the terms and provisions of this Commitment. Any litigation or other proceeding brought by the Proposed Insured against the Company must be filed only in a State or federal court having jurisdiction.
- c. This Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.
- d. The deletion or modification of any Schedule B, Part II-Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.
- e. Any amendment or endorsement to this Commitment must be in writing and authenticated by a person authorized by the Company.
- f. When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.

7. IF THIS COMMITMENT IS ISSUED BY AN ISSUING AGENT

The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for closing, settlement, escrow, or any other purpose.

8. PRO-FORMA POLICY

The Company may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that the Company may provide. A pro-forma policy neither reflects the status of Title at the time that the pro-forma policy is delivered to a Proposed Insured, nor is it a commitment to insure.

9. CLAIMS PROCEDURES

This Commitment incorporates by reference all Conditions for making a claim in the Policy to be issued to the Proposed Insured. Commitment Condition 9 does not modify the limitations of liability in Commitment Conditions 5 and 6.

10. CLASS ACTION

ALL CLAIMS AND DISPUTES ARISING OUT OF OR RELATING TO THIS COMMITMENT, INCLUDING ANY SERVICE OR OTHER MATTER IN CONNECTION WITH ISSUING THIS COMMITMENT, ANY BREACH OF A COMMITMENT PROVISION, OR ANY OTHER CLAIM OR DISPUTE ARISING OUT OF OR RELATING TO THE TRANSACTION GIVING RISE TO THIS COMMITMENT, MUST BE BROUGHT IN AN INDIVIDUAL CAPACITY. NO PARTY MAY SERVE AS PLAINTIFF, CLASS MEMBER, OR PARTICIPANT IN ANY CLASS OR REPRESENTATIVE PROCEEDING. ANY POLICY ISSUED PURSUANT TO THIS COMMITMENT WILL CONTAIN A CLASS ACTION CONDITION.

11. ARBITRATION - INTENTIONALLY DELETED**END OF CONDITIONS**

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RECORDING REQUIREMENTS

Effective January 1, 1997, document format and content requirements have been imposed by Washington Law. Failure to comply with the following requirements may result in rejection of the document by the county recorder or imposition of a \$50.00 surcharge.

First page or cover sheet:

3" top margin containing nothing except the return address.

1" side and bottom margins containing no markings or seals.

Title(s) of documents.

Recording no. of any assigned, released or referenced document(s).

Grantors names (and page no. where additional names can be found).

Grantees names (and page no. where additional names can be found).

Abbreviated legal description (Lot, Block, Plat Name or Section, Township, Range and Quarter, Quarter Section for unplatted). Said abbreviated legal description is not a substitute for a complete legal description which must also appear in the body of the document.

Assessor's tax parcel number(s).

Return address (in top 3" margin).

**A cover sheet can be attached containing the above format and data if the first page does not contain all required data.

Additional Pages:

1" top, side and bottom margins containing no markings or seals.

All Pages:

No stapled or taped attachments. Each attachment must be a separate page. All notary and other pressure seals must be smudged for visibility. Font size of 8 points or larger.



Inquire before you wire!

WIRE FRAUD ALERT

This Notice is not intended to provide legal or professional advice.
If you have any questions, please consult with a lawyer.

All parties to a real estate transaction are targets for wire fraud and many have lost hundreds of thousands of dollars because they simply relied on the wire instructions received via email, without further verification. **If funds are to be wired in conjunction with this real estate transaction, we strongly recommend verbal verification of wire instructions through a known, trusted phone number prior to sending funds.**

In addition, the following non-exclusive self-protection strategies are recommended to minimize exposure to possible wire fraud.

- **NEVER RELY** on emails purporting to change wire instructions. Parties to a transaction rarely change wire instructions in the course of a transaction.
- **ALWAYS VERIFY** wire instructions, specifically the ABA routing number and account number, by calling the party who sent the instructions to you. DO NOT use the phone number provided in the email containing the instructions, use phone numbers you have called before or can otherwise verify. **Obtain the number of relevant parties to the transaction as soon as an escrow account is opened.** DO NOT send an email to verify as the email address may be incorrect or the email may be intercepted by the fraudster.
- **USE COMPLEX EMAIL PASSWORDS** that employ a combination of mixed case, numbers, and symbols. Make your passwords greater than eight (8) characters. Also, change your password often and do NOT reuse the same password for other online accounts.
- **USE MULTI-FACTOR AUTHENTICATION** for email accounts. Your email provider or IT staff may have specific instructions on how to implement this feature.

For more information on wire-fraud scams or to report an incident, please refer to the following links:

Federal Bureau of Investigation:

<http://www.fbi.gov>

Internet Crime Complaint Center:

<http://www.ic3.gov>

FIDELITY NATIONAL FINANCIAL PRIVACY NOTICE

Effective January 1, 2026

Fidelity National Financial, Inc. and its majority-owned subsidiary companies (collectively, "FNF," "our," or "we") respect and are committed to protecting your privacy. This Privacy Notice explains how we collect, use, and protect personal information, when and to whom we disclose such information, and the choices you have about the use and disclosure of that information.

A limited number of FNF subsidiaries have their own privacy notices. If a subsidiary has its own privacy notice, the privacy notice will be available on the subsidiary's website and this Privacy Notice does not apply.

Collection of Personal Information

FNF may collect the following categories of Personal Information:

- contact information (e.g., name, address, phone number, email address);
- demographic information (e.g., date of birth, gender, marital status);
- identity information (e.g., Social Security Number, driver's license, passport, or other government ID number);
- financial account information (e.g., loan or bank account information);
- biometric data (e.g., fingerprints, retina or iris scans, voiceprints, or other unique biological characteristics; and
- other personal information necessary to provide products or services to you.

We may collect Personal Information about you from:

- information we receive from you or your agent;
- information about your transactions with FNF, our affiliates, or others; and
- information we receive from consumer reporting agencies and/or governmental entities, either directly from these entities or through others.

Collection of Device and Browsing Information

FNF automatically collects the following categories of Browsing Information when you access an FNF website, online service, or application (each an "FNF Website") from your Internet browser, computer, and/or device:

- Internet Protocol (IP) address and operating system;
- browser information, such as version, language, and type;
- device type and operating system;
- domain name system requests; and
- browsing history on the FNF Website, such as date and time of your visit to the FNF Website and visits to the pages within the FNF Website.

Like most websites, our servers automatically log each visitor to the FNF Website and may collect the Browsing Information described above. We use Browsing Information for system administration, troubleshooting, fraud investigation, and to improve our websites. Browsing Information generally does not reveal anything personal about you, though if you have created a user account for an FNF Website and are logged into that account, the FNF Website may be able to link certain browsing activity to your user account.

Other Online Specifics

Website Analytics. We use Google Analytics to understand how visitors interact with FNF Websites. Google Analytics may collect information such as your IP address, device type, and pages visited to help us analyze site traffic and to personalize your browsing experience on our site. If you don't want Google Analytics to be used in your browser, you can install the Google Analytics browser add-on, which Google makes available online.

Cookies. When you visit an FNF Website, a "cookie" may be sent to your computer. A cookie is a small piece of data that is sent to your Internet browser from a web server and stored on your computer's hard drive. Information gathered using cookies helps us improve your user experience. For example, a cookie can help the website load properly or can customize the display page based on your browser type and user preferences. You can choose whether or not to accept cookies by changing your Internet browser settings. Be aware that doing so may impair or limit some functionality of the FNF Website.

Web Beacons. We use web beacons to determine when and how many times a page has been viewed. This information is used to improve our websites.

Do Not Track. Currently our FNF Websites do not respond to "Do Not Track" features enabled through your browser.

Links to Other Sites. FNF Websites may contain links to unaffiliated third-party websites. FNF is not responsible for the privacy practices or content of those websites. We recommend that you read the privacy policy of every website you visit.

Use of Personal Information

FNF uses Personal Information for these main purposes:

- To provide products and services to you or in connection with a transaction involving you.
- To improve our products and services.
- To prevent and detect fraud;
- To maintain the security of our systems, tools, accounts, and applications;
- To verify and authenticate identities and credentials;
- To communicate with you about our, and our affiliates' services, jointly or independently;
- To provide reviews and testimonials about our services, with your consent.

When Information Is Disclosed

We may disclose the categories of Personal Information and Browsing Information listed above for the following purposes:

- to enable us to detect or prevent criminal activity, fraud, material misrepresentation, or nondisclosure;
- to affiliated or nonaffiliated service providers who provide or perform services or functions on our behalf and who agree to use the information only to provide such services or functions;
- to affiliated or nonaffiliated third parties with whom we perform joint marketing, pursuant to an agreement with them to jointly market financial products or services to you;
- to law enforcement or authorities in connection with an investigation, or in response to a subpoena or court order; or
- in the good-faith belief that such disclosure is necessary to comply with legal process or applicable laws, or to protect the rights, property, or safety of FNF, its customers, or the public.

The law does not require your prior authorization and does not allow you to restrict the disclosures described above. Additionally, we may disclose your information to third parties for whom you have given us authorization or consent to make such disclosure. We do not otherwise share your Personal Information or Browsing Information with nonaffiliated third parties, except as required or permitted by law.

We reserve the right to transfer your Personal Information, Browsing Information, and any other information, in connection with the sale or other disposition of all or part of the FNF business and/or assets, or in the event of bankruptcy, reorganization, insolvency, receivership, or an assignment for the benefit of creditors. By submitting Personal Information and/or Browsing Information to FNF, you expressly agree and consent to the use and/or transfer of the foregoing information in connection with any of the above described proceedings.

Security of Your Information

We maintain physical, electronic, and procedural safeguards to protect your Personal Information.

Choices With Your Information

Whether you submit Personal Information or Browsing Information to FNF is entirely up to you. If you decide not to submit Personal Information or Browsing Information, FNF may not be able to provide certain services or products to you.

State-Specific Consumer Privacy Information:

For additional information about your state-specific consumer privacy rights, to make a consumer privacy request, or to appeal a previous privacy request, please follow the link [Privacy Request](#), or email privacy@fnf.com, or call (888) 714-2710.

Certain state privacy laws require that FNF disclose the categories of third parties to which FNF may disclose the Personal Information and Browsing Information listed above. Those categories are:

- FNF affiliates and subsidiaries;
- Non-affiliated third parties, with your consent;
- Businesses in connection with the sale or other disposition of all or part of the FNF business and/or assets;
- Service providers;
- Law enforcement or authorities in connection with an investigation, or in response to a subpoena or court order.

For California Residents: We will not share your Personal Information or Browsing Information with nonaffiliated third parties, except as permitted by California law. For additional information about your California privacy rights, please visit the "California Privacy" link on our website (fnf.com/california-privacy) or call (888) 413-1748.

For Nevada Residents: We are providing this notice pursuant to state law. You may be placed on our internal Do Not Call List by calling FNF Privacy at (888) 714-2710 or by contacting us via the information set forth at the end of this Privacy Notice. For further information concerning Nevada's telephone solicitation law, you may contact: Bureau of Consumer Protection, Office of the Nevada Attorney General, 555 E. Washington St., Suite 3900, Las Vegas, NV 89101; Phone number: (702) 486-3132; email: aginquiries@ag.state.nv.us.

For Oregon Residents: We will not share your Personal Information or Browsing Information with nonaffiliated third parties for marketing purposes, except after you have been informed by us of such sharing and had an opportunity to indicate that you do not want a disclosure made for marketing purposes. For additional information about your Oregon consumer privacy rights, or to make a consumer privacy request, or appeal a previous privacy request, please email privacy@fnf.com or call (888) 714-2710

FNF is the controller of the following businesses registered with the Secretary of State in Oregon:

Chicago Title Company of Oregon, Fidelity National Title Company of Oregon, Lawyers Title of Oregon, LoanCare, Tigor, Title Company of Oregon, Western Title & Escrow Company, Chicago Title Company, Chicago Title Insurance Company, Commonwealth Land Title Insurance Company, Fidelity National Title Insurance Company, Liberty Title & Escrow, Novare National Settlement Service, Tigor Title Company of California, Exos Valuations, Fidelity & Guaranty Life, Insurance Agency, Fidelity National Home Warranty Company, Fidelity National Management Services, Fidelity Residential Solutions, FNF Insurance Services, FNTG National Record Centers, IPEX, Mission Servicing Residential, National Residential Nominee Services, National Safe Harbor Exchanges, National Title Insurance of New York, NationalLink Valuations, NexAce Corp., ServiceLink Auction, ServiceLink Management Company, ServiceLink Services, ServiceLink Title Company of Oregon, ServiceLink Valuation Solutions, Western Title & Escrow Company

For Vermont Residents: We will not disclose information about your creditworthiness to our affiliates and will not disclose your personal information, financial information, credit report, or health information to nonaffiliated third parties to market to you, other than as permitted by Vermont law, unless you authorize us to make those disclosures.

Information From Children

The FNF Websites are not intended or designed to attract persons under the age of eighteen (18). We do not collect Personal Information from any person that we know to be under the age of thirteen (13) without permission from a parent or guardian.

International Users

FNF's headquarters is located within the United States. If you reside outside the United States and choose to provide Personal Information or Browsing Information to us, please note that we may transfer that information outside of your country of residence. By providing FNF with your Personal Information and/or Browsing Information, you consent to our collection, transfer, and use of such information in accordance with this Privacy Notice.

FNF Website Services for Mortgage Loans

Certain FNF companies provide services to mortgage loan servicers, including hosting websites that collect customer information on behalf of mortgage loan servicers (the "Service Websites"). The Service Websites may contain links to both this Privacy Notice and the mortgage loan servicer or lender's privacy notice. The sections of this Privacy Notice titled When Information is Disclosed, Choices with Your Information, and Accessing and

Correcting Information do not apply to the Service Websites. The mortgage loan servicer or lender's privacy notice governs use, disclosure, and access to your Personal Information. FNF does not share Personal Information collected through the Service Websites, except as required or authorized by contract with the mortgage loan servicer or lender, or as required by law or in the good-faith belief that such disclosure is necessary: to comply with a legal process or applicable law, to enforce this Privacy Notice, or to protect the rights, property, or safety of FNF or the public.

Your Consent to this Privacy Notice; Notice Changes

By submitting Personal Information and/or Browsing Information to FNF, you consent to the collection and use of the information in accordance with this Privacy Notice. We may change this Privacy Notice at any time. The Privacy Notice's effective date will show the last date changes were made. If you provide information to us following any change of the Privacy Notice, that signifies your assent to and acceptance of the changes to the Privacy Notice.

Accessing and Correcting Information; Contact Us

If you have questions or would like to correct your Personal Information, visit FNF's [Privacy Request](#) website or contact us by phone at (888) 714-2710, by email at privacy@fnf.com, or by mail to:

Fidelity National Financial, Inc.
601 Riverside Avenue,
Jacksonville, Florida 32204
Attn: Chief Privacy Officer

SELLERS DISCLOSURE STATEMENT

2591 EL MAR STREET
COUPEVILLE



Kristen Stavros

 360.720.4271

 kristen@stavroshomes.com

 @kristenonwhidbey



Form 17
Seller Disclosure Statement
Rev. 6/26
Page 1 of 6

SELLER DISCLOSURE STATEMENT IMPROVED PROPERTY

©Copyright 2026
Northwest Multiple Listing Service
ALL RIGHTS RESERVED

SELLER: Kitzmann Trust

Seller

Seller

To be used in transfers of improved residential real property, including residential dwellings up to four units, new construction, dwellings in a residential common interest community not subject to a public offering statement, condominiums not subject to a public offering statement, certain timeshares, and manufactured and mobile homes. See RCW Chapter 64.06 for further information.

INSTRUCTIONS TO THE SELLER

Please complete the following form. Do not leave any spaces blank. If the question clearly does not apply to the property check "NA." If the answer is "yes" to any asterisked (*) item(s), please explain on attached sheets. Please refer to the line number(s) of the question(s) when you provide your explanation(s). For your protection you must date and initial each page of this disclosure statement and each attachment. Delivery of the disclosure statement must occur not later than five (5) business days, unless otherwise agreed, after mutual acceptance of a written purchase and sale agreement between Buyer and Seller.

NOTICE TO THE BUYER

THE FOLLOWING DISCLOSURES ARE MADE BY THE SELLER ABOUT THE CONDITION OF THE PROPERTY LOCATED AT 2591 El Mar Street, CITY Coupeville,

STATE WA, ZIP 98239, COUNTY Island ("THE PROPERTY") OR AS LEGALLY DESCRIBED ON THE ATTACHED EXHIBIT A.

SELLER MAKES THE FOLLOWING DISCLOSURES OF EXISTING MATERIAL FACTS OR MATERIAL DEFECTS TO BUYER BASED ON SELLER'S ACTUAL KNOWLEDGE OF THE PROPERTY AT THE TIME SELLER COMPLETES THIS DISCLOSURE STATEMENT. UNLESS YOU AND SELLER OTHERWISE AGREE IN WRITING, YOU HAVE THREE (3) BUSINESS DAYS FROM THE DAY SELLER OR SELLER'S AGENT DELIVERS THIS DISCLOSURE STATEMENT TO YOU TO RESCIND THE AGREEMENT BY DELIVERING A SEPARATELY SIGNED WRITTEN STATEMENT OF RESCISSION TO SELLER OR SELLER'S AGENT. IF THE SELLER DOES NOT GIVE YOU A COMPLETED DISCLOSURE STATEMENT, THEN YOU MAY WAIVE THE RIGHT TO RESCIND PRIOR TO OR AFTER THE TIME YOU ENTER INTO A PURCHASE AND SALE AGREEMENT.

THE FOLLOWING ARE DISCLOSURES MADE BY SELLER AND ARE NOT THE REPRESENTATIONS OF ANY REAL ESTATE LICENSEE OR OTHER PARTY. THIS INFORMATION IS FOR DISCLOSURE ONLY AND IS NOT INTENDED TO BE A PART OF ANY WRITTEN AGREEMENT BETWEEN BUYER AND SELLER.

FOR A MORE COMPREHENSIVE EXAMINATION OF THE SPECIFIC CONDITION OF THIS PROPERTY YOU ARE ADVISED TO OBTAIN AND PAY FOR THE SERVICES OF QUALIFIED EXPERTS TO INSPECT THE PROPERTY, WHICH MAY INCLUDE, WITHOUT LIMITATION, ARCHITECTS, ENGINEERS, LAND SURVEYORS, PLUMBERS, ELECTRICIANS, ROOFERS, BUILDING INSPECTORS, ON-SITE WASTEWATER TREATMENT INSPECTORS, OR STRUCTURAL PEST INSPECTORS. THE PROSPECTIVE BUYER AND SELLER MAY WISH TO OBTAIN PROFESSIONAL ADVICE OR INSPECTIONS OF THE PROPERTY OR TO PROVIDE APPROPRIATE PROVISIONS IN A CONTRACT BETWEEN THEM WITH RESPECT TO ANY ADVICE, INSPECTION, DEFECTS OR WARRANTIES.

Seller ☒ is / ☐ is not occupying the Property.

I. SELLER'S DISCLOSURES:

If you answer "Yes" to a question with an asterisk (), please explain your answer and attach documents, if available and not otherwise publicly recorded. If necessary, use an attached sheet.

1. TITLE

- | | YES | NO | DON'T KNOW | N/A |
|---|-------------------------------------|-------------------------------------|--------------------------|--------------------------|
| A. Do you have legal authority to sell the property? If no, please explain. | ☒ | ☐ | ☐ | ☐ |
| *B. Is title to the property subject to any of the following? | | | | |
| (1) First right of refusal | ☐ | ☒ | ☐ | ☐ |
| (2) Option | ☐ | ☒ | ☐ | ☐ |
| (3) Lease or rental agreement | ☐ | ☒ | ☐ | ☐ |
| (4) Life estate? | ☐ | ☒ | ☐ | ☐ |
| *C. Are there any encroachments, boundary agreements, or boundary disputes? | ☐ | ☒ | ☐ | ☐ |
| *D. Is there a private road or easement agreement for access to the property? | ☐ | ☒ | ☐ | ☐ |
| *E. Are there any rights-of-way, easements, or access limitations that may affect the Buyer's use of the property? | ☐ | ☒ | ☐ | ☐ |
| *F. Are there any written agreements for joint maintenance of an easement or right-of-way? | ☐ | ☒ | ☐ | ☐ |
| *G. Is there any study, survey project, or notice that would adversely affect the property? | ☐ | ☒ | ☐ | ☐ |
| *H. Are there any pending or existing assessments against the property? | ☐ | ☒ | ☐ | ☐ |
| *I. Are there any zoning violations, nonconforming uses, or any unusual restrictions on the property that would affect future construction or remodeling? | ☐ | ☒ | ☐ | ☐ |

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SELLER DISCLOSURE STATEMENT IMPROVED PROPERTY

YES NO DON'T KNOW N/A 54

- *J. Is there a boundary survey for the property?☒ 55
*K. Are there any covenants, conditions, or restrictions recorded against the property?☒ 56

NOTICE TO BUYER: Covenants or deed restrictions based on race, creed, sexual orientation, or other protected class were voided by RCW 49.60.224 and are unenforceable. Washington law allows for the illegal language to be struck by bringing an action in superior court or by the free recording of a restrictive covenant modification document. Many county auditor websites provide a short form with instructions on this process.

2. WATER

A. Household Water

- (1) The source of water for the property is: ☒ Private or publicly owned water system 65
☐ Private well serving only the subject property *☐ Other water system 66
*If shared, are there any written agreements?☐ ☐ ☐ ☒ 67
*(2) Is there an easement (recorded or unrecorded) for access to and/or maintenance of the water source?☐ ☒ ☐ ☐ 68
*(3) Are there any problems or repairs needed?☐ ☒ ☐ ☐ 69
(4) During your ownership, has the source provided an adequate year-round supply of potable water? ..☒ ☐ ☐ ☐ 70
If no, please explain: _____ 71
*(5) Are there any water treatment systems for the property?☒ ☐ ☐ ☐ 72
If yes, are they: ☐ Leased ☒ Owned 73
*(6) Are there any water rights for the property associated with its domestic water supply, such as a water right permit, certificate, or claim?☐ ☒ ☐ ☐ 74
(a) If yes, has the water right permit, certificate, or claim been assigned, transferred, or changed? ☐ ☐ ☐ ☒ 75
*(b) If yes, has all or any portion of the water right not been used for five or more successive years? ☐ ☐ ☐ ☒ 76
*(7) Are there any defects in the operation of the water system (e.g. pipes, tank, pump, etc.)?☐ ☒ ☐ ☐ 77

B. Irrigation Water

- (1) Are there any irrigation water rights for the property, such as a water right permit, certificate, or claim?☐ ☒ ☐ ☐ 80
*(a) If yes, has all or any portion of the water right not been used for five or more successive years?☐ ☐ ☐ ☒ 81
*(b) If so, is the certificate available? (If yes, please attach a copy.)☐ ☐ ☐ ☒ 82
*(c) If so, has the water right permit, certificate, or claim been assigned, transferred, or changed? ...☐ ☐ ☐ ☒ 83
*(2) Does the property receive irrigation water from a ditch company, irrigation district, or other entity?☐ ☒ ☐ ☐ 84
If so, please identify the entity that supplies water to the property: _____ 85

C. Outdoor Sprinkler System

- (1) Is there an outdoor sprinkler system for the property?☐ ☒ ☐ ☐ 90
*(2) If yes, are there any defects in the system?☐ ☐ ☐ ☒ 91
*(3) If yes, is the sprinkler system connected to irrigation water?☐ ☐ ☐ ☒ 92

3. SEWER/ON-SITE SEWAGE SYSTEM

A. The property is served by:

- ☐ Public sewer system ☒ On-site sewage system (including pipes, tanks, drainfields, and all other component parts) 94
☐ Other disposal system 95
Please describe: _____ 96

B. If public sewer system service is available to the property, is the house connected to the sewer main?☐ ☐ ☐ ☒ 97

If no, please explain: _____ 98

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SELLER DISCLOSURE STATEMENT IMPROVED PROPERTY

	YES	NO	DON'T KNOW	N/A	
*C. Is the property subject to any sewage system fees or charges in addition to those covered in your regularly billed sewer or on-site sewage system maintenance service?	☐	☒	☐	☐	102
					103
D. If the property is connected to an on-site sewage system:					104
					105
* (1) Was a permit issued for its construction, and was it approved by the local health department or district following its construction?	☒	☐	☐	☐	106
					107
(2) When was it last pumped? <u>March 29, 2022</u>					108
* (3) Are there any defects in the operation of the on-site sewage system?	☐	☒	☐	☐	109
(4) When was it last inspected? <u>June 1, 2026</u>			☐	☐	110
By whom: <u>Whidbey Septic</u>					111
(5) For how many bedrooms was the on-site sewage system approved? <u>3</u> bedrooms			☐	☐	112
E. Are all plumbing fixtures, including laundry drain, connected to the sewer/on-site sewage system?	☒	☐	☐	☐	113
					114
If no, please explain:					115
*F. Have there been any changes or repairs to the on-site sewage system?	☐	☒	☐	☐	116
G. Is the on-site sewage system, including the drainfield, located entirely within the boundaries of the property?	☐	☒	☐	☐	117
					118
If no, please explain: <u>The reserve drainfield is on the adjacent property, Sierra 1 Block 10 Lot 21</u>					119
*H. Does the on-site sewage system require monitoring and maintenance services more frequently than once a year?	☐	☒	☐	☐	120
					121

NOTICE: IF THIS RESIDENTIAL REAL PROPERTY DISCLOSURE IS BEING COMPLETED FOR NEW CONSTRUCTION WHICH HAS NEVER BEEN OCCUPIED, SELLER IS NOT REQUIRED TO COMPLETE THE QUESTIONS LISTED IN ITEM 4 (STRUCTURAL) OR ITEM 5 (SYSTEMS AND FIXTURES).

4. STRUCTURAL

*A. Has the roof leaked within the last 5 years?	☐	☒	☐	☐	122
					123
*B. Has the basement flooded or leaked?	☐	☒	☐	☐	124
					125
*C. Have there been any conversions, additions or remodeling?	☒	☐	☐	☐	126
* (1) If yes, were all building permits obtained?	☒	☐	☐	☐	127
* (2) If yes, were all final inspections obtained?	☒	☐	☐	☐	128
D. Do you know the age of the house?	☒	☐	☐	☐	129
If yes, year of original construction: <u>2018</u>					130
					131
*E. Has there been any settling, slippage, or sliding of the property or its improvements?	☐	☒	☐	☐	132
*F. Are there any defects with the following: (If yes, please check applicable items and explain)	☐	☒	☐	☐	133
☐ Foundations	☐ Decks	☐ Exterior Walls			134
☐ Chimneys	☐ Interior Walls	☐ Fire Alarms			135
☐ Doors	☐ Windows	☐ Patio			136
☐ Ceilings	☐ Slab Floors	☐ Driveways			137
☐ Pools	☐ Hot Tub	☐ Sauna			138
☐ Sidewalks	☐ Outbuildings	☐ Fireplaces			139
☐ Garage Floors	☐ Walkways	☐ Siding			140
☐ Wood Stoves	☐ Elevators	☐ Incline Elevators			141
☐ Stairway Chair Lifts	☐ Wheelchair Lifts	☐ Other			142
					143
*G. Was a structural pest or "whole house" inspection done?	☐	☒	☐	☐	144
If yes, when and by whom was the inspection completed?					145
					146
H. During your ownership, has the property had any wood destroying organism or pest infestation?	☐	☒	☐	☐	147
I. Is the attic insulated?	☒	☐	☐	☐	148
J. Is the basement insulated?	☒	☐	☐	☐	149

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5. SYSTEMS AND FIXTURES

YES NO DON'T N/A 150
KNOW 151

*A. If any of the following systems or fixtures are included with the transfer, are there any defects? 152

If yes, please explain: 153

Electrical system, including wiring, switches, outlets, and service ☐ ☒ ☐ ☐ 154
Plumbing system, including pipes, faucets, fixtures, and toilets ☐ ☒ ☐ ☐ 155
Hot water tank ☐ ☒ ☐ ☐ 156
Garbage disposal ☐ ☐ ☐ ☒ 157
Appliances ☐ ☒ ☐ ☐ 158
Sump pump ☐ ☐ ☐ ☒ 159
Heating and cooling systems ☐ ☒ ☐ ☐ 160
Security system: ☐ Owned ☐ Leased ☐ ☐ ☐ ☒ 161
Other ☐ ☐ ☐ ☒ 162

*B. If any of the following fixtures or property is included with the transfer, are they leased? 163

(If yes, please attach copy of lease.) 164

Security System: ☐ ☐ ☐ ☒ 165
Tanks (type): Propane Tanks leased from Vanderyacht Propane ☒ ☐ ☐ ☐ 166
Satellite dish: ☐ ☐ ☐ ☒ 167
Other: ☐ ☐ ☐ ☒ 168

*C. Are any of the following kinds of wood burning appliances present at the property? 169

(1) Woodstove? ☐ ☒ ☐ ☐ 170
(2) Fireplace insert? ☐ ☒ ☐ ☐ 171
(3) Pellet stove? ☐ ☒ ☐ ☐ 172
(4) Fireplace? ☐ ☒ ☐ ☐ 173

If yes, are all of the (1) woodstoves or (2) fireplace inserts certified by the U.S. Environmental Protection Agency as clean burning appliances to improve air quality and public health? ☐ ☐ ☐ ☒ 174

D. Is the property located within a city, county, or district or within a department of natural resources fire protection zone that provides fire protection services? ☒ ☐ ☐ ☐ 176

E. Is the property equipped with carbon monoxide alarms? (Note: Pursuant to RCW 19.27.530, Seller must equip the residence with carbon monoxide alarms as required by the state building code.) ☒ ☐ ☐ ☐ 178

F. Is the property equipped with smoke detection devices? ☒ ☐ ☐ ☐ 180
(Note: Pursuant to RCW 43.44.110, if the property is not equipped with at least one smoke detection device, at least one must be provided by the seller.) 181

G. Does the property currently have internet service? ☒ ☐ ☐ ☐ 183
Provider: Starlink. Astound internet is available 184

6. HOMEOWNERS' ASSOCIATION/COMMON INTERESTS

A. Is there a Homeowners' Association? ☒ ☐ ☐ ☐ 185
Name of Association and contact information for an officer, director, employee, or other authorized agent, if any, who may provide the association's financial statements, minutes, bylaws, fining policy, and other information that is not publicly available: Sierra Country Club 186

B. Are there regular periodic assessments? ☒ ☐ ☐ ☐ 187
\$ 490.00 per ☐ month ☒ year 188
☐ Other: 189

*C. Are there any pending special assessments? ☒ ☐ ☐ ☐ 190

*D. Are there any shared "common areas" or any joint maintenance agreements (facilities such as walls, fences, landscaping, pools, tennis courts, walkways, or other areas co-owned in undivided interest with others)? ☒ ☐ ☐ ☐ 191

*E. Have there been any modifications or remodeling? ☒ ☐ ☐ ☐ 192
If yes, were all necessary homeowners' association approvals obtained? ☒ ☐ ☐ ☐ 193

7. ENVIRONMENTAL

*A. Have there been any flooding, standing water, or drainage problems on the property that affect the property or access to the property? ☐ ☒ ☐ ☐ 194

*B. Does any part of the property contain fill dirt, waste, or other fill material? ☐ ☒ ☐ ☐ 195

*C. Is there any material damage to the property from fire, wind, floods, beach movements, earthquake, expansive soils, or landslides? ☐ ☒ ☐ ☐ 196

D. Are there any shorelines, wetlands, floodplains, or critical areas on the property? ☐ ☒ ☐ ☐ 197

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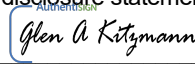
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SELLER DISCLOSURE STATEMENT IMPROVED PROPERTY

	YES	NO	DON'T KNOW	N/A	
*E. Are there any substances, materials, or products in or on the property that may be environmental concerns, such as asbestos, formaldehyde, radon gas, lead-based paint, fuel or chemical storage tanks, or contaminated soil or water?	☐	☒	☐	☐	206 207 208 209 210
*F. Has the property been used for commercial or industrial purposes?	☐	☒	☐	☐	211
*G. Is there any soil or groundwater contamination?	☐	☒	☐	☐	212
*H. Are there transmission poles or other electrical utility equipment installed, maintained, or buried on the property that do not provide utility service to the structures on the property?	☐	☒	☐	☐	213 214
*I. Has the property been used as a legal or illegal dumping site?	☐	☒	☐	☐	215
*J. Has the property been used as an illegal drug manufacturing site?	☐	☒	☐	☐	216
*K. Are there any radio towers in the area that cause interference with cellular telephone reception?	☐	☒	☐	☐	217
L. Does the property include a family burial ground, mausoleum, or columbarium?	☐	☒	☐	☐	218
8. LEAD BASED PAINT (Applicable if the house was built before 1978).				☒	219
A. Presence of lead-based paint and/or lead-based paint hazards (check one below):					220
☐ Known lead-based paint and/or lead-based paint hazards are present in the housing (explain).					221 222
☐ Seller has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.					223
B. Records and reports available to the Seller (check one below):					224
☐ Seller has provided the purchaser with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below).					225 226 227
☐ Seller has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.					228
9. MANUFACTURED AND MOBILE HOMES					229
If the property includes a manufactured or mobile home,					230
*A. Did you make any alterations to the home?	☐	☐	☐	☒	231
If yes, please describe the alterations:					232
*B. Did any previous owner make any alterations to the home?	☐	☐	☐	☒	233
*C. If alterations were made, were permits or variances for these alterations obtained?	☐	☐	☐	☒	234
10. FULL DISCLOSURE BY SELLERS					235
A. Other conditions or defects:					236
*Are there any other existing material defects affecting the property that a prospective buyer should know about?	☒	☐	☐	☐	237 238
B. Verification					239
The foregoing answers and attached explanations (if any) are complete and correct to the best of Seller's knowledge and Seller has received a copy hereof. Seller agrees to defend, indemnify and hold real estate licensees harmless from and against any and all claims that the above information is inaccurate. Seller authorizes real estate licensees, if any, to deliver a copy of this disclosure statement to other real estate licensees and all prospective buyers of the property.					240 241 242 243
 06/10/2026					244
Seller Date					
 06/10/2026					
Seller Date					
If the answer is "Yes" to any asterisked (*) items, please explain below (use additional sheets if necessary). Please refer to the line number(s) of the question(s).					245 246
1J - Line 56: A survey was done when the house was built. We do not have a copy of it					247
1K - Line 57: The property is under the Sierra Country Club HOA CCR's.					248
2A5 - Line 73: There is owned whole home water filter, water softener and carbon filter installed.					249
4C - Line 128-130: In August 2023 a downstairs remodel was completed adding living space and converting crawl space into storage/workshop. In January 2025 a whole home generator was installed. Permits and inspections on file with Island County.					250 251
5B - Line 166: Propane tanks leased from Vanderyacht propane					252
6C - Line 193: Special Assessment of \$250 for 2026. Increases by \$50 per year thru 2037 - See attached. Buyer to assume all charges levied before but due after closing.					253
6D Line 196 - Sierra Country Club shared community property including clubhouse, pool, playground, etc as noted in recorded documents. Clubhouse shower rooms remodeled in 2025. Clubhouse painted in 2025. Clubhouse septic system replaced in 2025					254
6E Line 197: Remodel/additions as noted above.					255
10A Line 238: Discoloration noted in attic rafters above garage. Evaluated 6/9/26 by Cascade Mold Inspection and determined to be Cladosporium mold. Remediation in process.					256
 06/10/2026					
SELLER'S INITIALS Date					
 06/10/2026					
SELLER'S INITIALS Date					

SELLER DISCLOSURE STATEMENT IMPROVED PROPERTY

II. NOTICES TO THE BUYER

1. SEX OFFENDER REGISTRATION

INFORMATION REGARDING REGISTERED SEX OFFENDERS MAY BE OBTAINED FROM LOCAL LAW ENFORCEMENT AGENCIES. THIS NOTICE IS INTENDED ONLY TO INFORM YOU OF WHERE TO OBTAIN THIS INFORMATION AND IS NOT AN INDICATION OF THE PRESENCE OF REGISTERED SEX OFFENDERS.

2. PROXIMITY TO FARMING/WORKING FOREST

THIS NOTICE IS TO INFORM YOU THAT THE REAL PROPERTY YOU ARE CONSIDERING FOR PURCHASE MAY LIE IN CLOSE PROXIMITY TO A FARM OR WORKING FOREST. THE OPERATION OF A FARM OR WORKING FOREST INVOLVES USUAL AND CUSTOMARY AGRICULTURAL PRACTICES OR FOREST PRACTICES, WHICH ARE PROTECTED UNDER RCW 7.48.305, THE WASHINGTON RIGHT TO FARM ACT.

3. OIL TANK INSURANCE

THIS NOTICE IS TO INFORM YOU THAT IF THE REAL PROPERTY YOU ARE CONSIDERING FOR PURCHASE UTILIZES AN OIL TANK FOR HEATING PURPOSES, NO COST INSURANCE MAY BE AVAILABLE FROM THE POLLUTION LIABILITY INSURANCE AGENCY.

III. BUYER'S ACKNOWLEDGEMENT

1. BUYER HEREBY ACKNOWLEDGES THAT:

- Buyer has a duty to pay diligent attention to any material defects that are known to Buyer or can be known to Buyer by utilizing diligent attention and observation.
- The disclosures set forth in this statement and in any amendments to this statement are made only by the Seller and not by any real estate licensee or other party.
- Buyer acknowledges that, pursuant to RCW 64.06.050(2), real estate licensees are not liable for inaccurate information provided by Seller, except to the extent that real estate licensees know of such inaccurate information.
- This information is for disclosure only and is not intended to be a part of the written agreement between the Buyer and Seller.
- Buyer (which term includes all persons signing the "Buyer's acceptance" portion of this disclosure statement below) has received a copy of this Disclosure Statement (including attachments, if any) bearing Seller's signature(s).
- If the house was built prior to 1978, Buyer acknowledges receipt of the pamphlet *Protect Your Family From Lead in Your Home*.

DISCLOSURES CONTAINED IN THIS DISCLOSURE STATEMENT ARE PROVIDED BY SELLER BASED ON SELLER'S ACTUAL KNOWLEDGE OF THE PROPERTY AT THE TIME SELLER COMPLETES THIS DISCLOSURE. UNLESS BUYER AND SELLER OTHERWISE AGREE IN WRITING, BUYER SHALL HAVE THREE (3) BUSINESS DAYS FROM THE DAY SELLER OR SELLER'S AGENT DELIVERS THIS DISCLOSURE STATEMENT TO RESCIND THE AGREEMENT BY DELIVERING A SEPARATELY SIGNED WRITTEN STATEMENT OF RESCISSION TO SELLER OR SELLER'S AGENT. YOU MAY WAIVE THE RIGHT TO RESCIND PRIOR TO OR AFTER THE TIME YOU ENTER INTO A SALE AGREEMENT.

BUYER HEREBY ACKNOWLEDGES RECEIPT OF A COPY OF THIS DISCLOSURE STATEMENT AND ACKNOWLEDGES THAT THE DISCLOSURES MADE HEREIN ARE THOSE OF THE SELLER ONLY, AND NOT OF ANY REAL ESTATE LICENSEE OR OTHER PARTY.

Buyer Date Buyer Date

2. BUYER'S WAIVER OF RIGHT TO REVOKE OFFER

Buyer has read and reviewed the Seller's responses to this Seller Disclosure Statement. Buyer approves this statement and waives Buyer's right to revoke Buyer's offer based on this disclosure.

Buyer Date Buyer Date

3. BUYER'S WAIVER OF RIGHT TO RECEIVE COMPLETED SELLER DISCLOSURE STATEMENT

Buyer has been advised of Buyer's right to receive a completed Seller Disclosure Statement. Buyer waives that right. However, if the answer to any of the questions in the section entitled "Environmental" would be "yes," Buyer may not waive the receipt of the "Environmental" section of the Seller Disclosure Statement.

Buyer Date Buyer Date

 06/10/2026
SELLER'S INITIALS Date

 06/10/2026
SELLER'S INITIALS Date



AGREEMENT

SERIAL # 2689965

THIS AGREEMENT made and entered into this 12-02-2025 ,
Between VanderYacht Propane Inc. hereinafter called "Company" and
Glen & Lori Kitzmann

at 2591 El Mar St, Coupeville, WA 98239 ,
hereinafter called "Consumer".

WITNESSETH:

1. **PRODUCT.** Company agrees to sell and deliver to Consumer, without further call or order, and Consumer agrees to purchase for the posted price plus applicable taxes, net cash at time of delivery, and receive from Company all of Consumer's requirements for liquefied petroleum gas, hereinafter called "LP-Gas," to be used in accordance with the terms of this Agreement at the above described location.
2. **EQUIPMENT.** For the rental fee of \$ 69.00 yearly, + tax, the Company agrees to furnish and rent to Consumer the following equipment:
120V **GAL. PROPANE TANK WITH SLAB.** To be installed and used exclusively by Consumer for the storage of Company's LP-Gas products at the location herein above described.
3. **TERM:** This agreement shall continue until terminated in writing with five- (5) days written notice to either party.
4. **VALUE OF EQUIPMENT.** It is mutually agreed that the value of the equipment, described in paragraph 2 hereof, is \$ 1,038.00 and Consumer agrees to pay Company said amount in the event said equipment is lost, stolen or destroyed while in Consumer's custody.
5. This Agreement shall inure to the benefit of and be binding upon the successors and assigns of the parties hereto: provided, however, this Agreement shall not be assigned by consumer without the written consent of Company.

The terms printed on the reverse side hereof are hereby made a part of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written which includes your safety packet.

BY: *GLEN & LORI KITZMANN* : Consumer
AND: *VanderYacht Propane* : Company Representative

☒ Information Pamphlet Received



TERMS

1. Title to said equipment shall at all time remain in Company and Company shall have the right at the termination of this Agreement for any cause to remove said equipment from Consumer's premises, and retain all rentals previously paid as liquidated damages. Any LP-Gas remaining in removed equipment shall become the property of the Company.
2. Consumer gives Company the right of access at all reasonable times to his premises for the purpose of servicing, inspecting, or removing said equipment or any part thereof as herein provided.
3. In the event Consumer moves from the location set forth in paragraph 1 hereof, Consumer agrees to give written notice to Company immediately, in order that no additional LP-Gas deliveries will be made in Consumer's name at said location.
4. Consumer shall use said equipment only with appliances approved for LP-Gas, installed and maintained in a safe manner and in accordance with the rules and regulations of governmental authorities. Subsequent to the installation of said equipment Consumer agrees not to connect or use any gas consuming appliances other than those originally connected with said equipment at the time of the installation of the same by Company without a previous inspection by and the written approval of Company.
5. Consumer agrees to use and maintain said equipment with reasonable care and observe and comply with all laws, ordinances and regulations regarding its maintenance and use. Consumer shall not remove said equipment without written consent of Company. Consumer agrees to pay all removal costs associated with the removal of a buried tank
6. Consumer agrees to pay all personal property taxes and fees which may be levied or assessed or which may become a lien against said equipment during the life of this agreement, before the same shall become delinquent and promptly after demand by Company or any legally constituted tax collector. If taxes and fees are not so paid by Consumer, Company may pay it and charge the amount so paid to consumer's account.
7. Consumer agrees to indemnify and hold Company harmless from and against any and all claims, demands, suits or liabilities for damages to or less of property or for injury to or death of any persons arising out of or in any way connected with the use of said LP-Gas products or out of the installation, maintenance or use of equipment, appliances or of any piping used in connection therewith, except where due to negligence on the part of Company.
8. Either party hereto shall be excused from performance hereunder during such time or times as the same is prevented or hindered by act of God, fire, labor disputes, shortage of transportation facilities or supplies, or by any other causes beyond the control of Company or Consumer whether similar to the foregoing causes or not, but such performances shall be resumed upon removal of such cause.



9. In the event of a default in the performance of any of the provisions of this Agreement by either party, this Agreement may be forthwith terminated at the option of the other party if such default shall not be remedied within five (5) days after written notice thereof. Written notice shall be deemed given when deposited in the United States mail, postage prepaid, addresses to the party at the address herein set forth. Waiver of any such default shall not be deemed a waiver of any other or subsequent default.

10. Minimum use: the is a minimum use the consumer needs to meet. If consumer does not meet minimum use said agreement is subject to change.

11. **Consumers with Underground Tanks** - Customer will mark or otherwise accurately identify the location of all underground systems that are not marked by the State's "Call Before You Dig" program, including, but not limited to, sprinkler lines, septic systems, leach pits, underground ponds and similar underground features. Customer is responsible for all costs of the excavation and removal of the Leased Equipment and the Company is not responsible for furnishing fill, resurfacing, landscaping or restoring Customer's property to its previous condition when the Leased Equipment is removed. Customer will be billed on an hourly basis for this work with local labor rates prevailing. The Company will invoice Customer for any third party excavation work performed in conjunction with the removal of the underground tank. The Company may at its option charge Customer for the value of the underground tank in lieu of physically removing the tank from the Premises.

12. Notwithstanding the forgoing, Company shall have the right, at its option; to forthwith terminate this Agreement without notice if Consumer uses LP-Gas products other than Company's at said location. **FOR SAFETY AND OTHER REASONS, CONSUMER AGREES THAT ONLY PROPANE SOLD BY THE COMPANY SHALL BE USED WITH THE EQUIPMENT.**

13. If Company sues to enforce any of its rights hereunder, Consumer shall pay Company reasonable attorney's fees.

14. In the event of account being locked off for non-payment consumer agrees to pay Company a \$150.00 reconnect charge.

15. In the event of NSF Check – Consumer agrees to pay Company a \$35.00 NSF charge.

16. In the event of payment outside of Company credit terms for rent, propane or other goods and services – Consumer agrees to pay Company a monthly Late Charge equal to 1½% of the balance that is outstanding and outside of terms.

17. This Agreement constitutes the entire agreement between Company and consumer. The execution hereof has not been induced by any representation, warranty or condition other than those herein expresses; and no modification or variation of any of the terms, covenants and conditions hereunder shall be valid or binding except by a subsequent written instrument signed by Consumer and by a duly authorized representative of Company.

G.K. V.P.

CERTIFICATE *of* SIGNATURE

REF. NUMBER
3SRCX-UJMUZ-SSXQL-GS4G7

DOCUMENT COMPLETED BY ALL PARTIES ON
03 DEC 2025 00:50:42
UTC

SIGNER

TIMESTAMP

SIGNATURE

VANDERYACHT PROPANE

EMAIL
VYP@VANDERYACHTPROPANE.COM

SENT
02 DEC 2025 18:00:18
SIGNED
02 DEC 2025 18:00:19

Vanderyacht Propane

IP ADDRESS
50.47.1.234

LOCATION
LYNDEN, UNITED STATES

GLEN & LORI KITZMANN

EMAIL
DAGAK@AOL.COM

SENT
02 DEC 2025 18:00:18
VIEWED
03 DEC 2025 00:45:34
SIGNED
03 DEC 2025 00:50:42

GLEN & LORI KITZMANN

IP ADDRESS
98.97.35.111

LOCATION
SEATTLE, UNITED STATES

RECIPIENT VERIFICATION

EMAIL VERIFIED
03 DEC 2025 00:45:34





AGREEMENT

SERIAL # 2689899

THIS AGREEMENT made and entered into this 12-02-2025 ,
Between VanderYacht Propane Inc. hereinafter called "Company" and
Glen & Lori Kitzmann

at 2591 El Mar St (Additional Tank), Coupeville, WA 98239 ,
hereinafter called "Consumer".

WITNESSETH:

1. **PRODUCT.** Company agrees to sell and deliver to Consumer, without further call or order, and Consumer agrees to purchase for the posted price plus applicable taxes, net cash at time of delivery, and receive from Company all of Consumer's requirements for liquefied petroleum gas, hereinafter called "LP-Gas," to be used in accordance with the terms of this Agreement at the above described location. **(LOW USE RENT)**
2. **EQUIPMENT.** For the rental fee of \$ 165.00 yearly, + tax, the Company agrees to furnish and rent to Consumer the following equipment:
120V **GAL. PROPANE TANK WITH SLAB.** To be installed and used exclusively by Consumer for the storage of Company's LP-Gas products at the location herein above described.
3. **TERM:** This agreement shall continue until terminated in writing with five- (5) days written notice to either party.
4. **VALUE OF EQUIPMENT.** It is mutually agreed that the value of the equipment, described in paragraph 2 hereof, is \$ 1,038.00 and Consumer agrees to pay Company said amount in the event said equipment is lost, stolen or destroyed while in Consumer's custody.
5. This Agreement shall inure to the benefit of and be binding upon the successors and assigns of the parties hereto: provided, however, this Agreement shall not be assigned by consumer without the written consent of Company.

The terms printed on the reverse side hereof are hereby made a part of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written which includes your safety packet.

BY: *GLEN & LORI KITZMANN* : Consumer
AND: *VanderYacht Propane* : Company Representative

☒ Information Pamphlet Received



TERMS

1. Title to said equipment shall at all time remain in Company and Company shall have the right at the termination of this Agreement for any cause to remove said equipment from Consumer's premises, and retain all rentals previously paid as liquidated damages. Any LP-Gas remaining in removed equipment shall become the property of the Company.
2. Consumer gives Company the right of access at all reasonable times to his premises for the purpose of servicing, inspecting, or removing said equipment or any part thereof as herein provided.
3. In the event Consumer moves from the location set forth in paragraph 1 hereof, Consumer agrees to give written notice to Company immediately, in order that no additional LP-Gas deliveries will be made in Consumer's name at said location.
4. Consumer shall use said equipment only with appliances approved for LP-Gas, installed and maintained in a safe manner and in accordance with the rules and regulations of governmental authorities. Subsequent to the installation of said equipment Consumer agrees not to connect or use any gas consuming appliances other than those originally connected with said equipment at the time of the installation of the same by Company without a previous inspection by and the written approval of Company.
5. Consumer agrees to use and maintain said equipment with reasonable care and observe and comply with all laws, ordinances and regulations regarding its maintenance and use. Consumer shall not remove said equipment without written consent of Company. Consumer agrees to pay all removal costs associated with the removal of a buried tank
6. Consumer agrees to pay all personal property taxes and fees which may be levied or assessed or which may become a lien against said equipment during the life of this agreement, before the same shall become delinquent and promptly after demand by Company or any legally constituted tax collector. If taxes and fees are not so paid by Consumer, Company may pay it and charge the amount so paid to consumer's account.
7. Consumer agrees to indemnify and hold Company harmless from and against any and all claims, demands, suits or liabilities for damages to or less of property or for injury to or death of any persons arising out of or in any way connected with the use of said LP-Gas products or out of the installation, maintenance or use of equipment, appliances or of any piping used in connection therewith, except where due to negligence on the part of Company.
8. Either party hereto shall be excused from performance hereunder during such time or times as the same is prevented or hindered by act of God, fire, labor disputes, shortage of transportation facilities or supplies, or by any other causes beyond the control of Company or Consumer whether similar to the foregoing causes or not, but such performances shall be resumed upon removal of such cause.



9. In the event of a default in the performance of any of the provisions of this Agreement by either party, this Agreement may be forthwith terminated at the option of the other party if such default shall not be remedied within five (5) days after written notice thereof. Written notice shall be deemed given when deposited in the United States mail, postage prepaid, addresses to the party at the address herein set forth. Waiver of any such default shall not be deemed a waiver of any other or subsequent default.

10. Minimum use: there is a minimum use the consumer needs to meet. If consumer does not meet minimum use said agreement is subject to change.

11. **Consumers with Underground Tanks** - Customer will mark or otherwise accurately identify the location of all underground systems that are not marked by the State's "Call Before You Dig" program, including, but not limited to, sprinkler lines, septic systems, leach pits, underground ponds and similar underground features. Customer is responsible for all costs of the excavation and removal of the Leased Equipment and the Company is not responsible for furnishing fill, resurfacing, landscaping or restoring Customer's property to its previous condition when the Leased Equipment is removed. Customer will be billed on an hourly basis for this work with local labor rates prevailing. The Company will invoice Customer for any third party excavation work performed in conjunction with the removal of the underground tank. The Company may at its option charge Customer for the value of the underground tank in lieu of physically removing the tank from the Premises.

12. Notwithstanding the forgoing, Company shall have the right, at its option; to forthwith terminate this Agreement without notice if Consumer uses LP-Gas products other than Company's at said location. **FOR SAFETY AND OTHER REASONS, CONSUMER AGREES THAT ONLY PROPANE SOLD BY THE COMPANY SHALL BE USED WITH THE EQUIPMENT.**

13. If Company sues to enforce any of its rights hereunder, Consumer shall pay Company reasonable attorney's fees.

14. In the event of account being locked off for non-payment consumer agrees to pay Company a \$150.00 reconnect charge.

15. In the event of NSF Check – Consumer agrees to pay Company a \$35.00 NSF charge.

16. In the event of payment outside of Company credit terms for rent, propane or other goods and services – Consumer agrees to pay Company a monthly Late Charge equal to 1½% of the balance that is outstanding and outside of terms.

17. This Agreement constitutes the entire agreement between Company and consumer. The execution hereof has not been induced by any representation, warranty or condition other than those herein expresses; and no modification or variation of any of the terms, covenants and conditions hereunder shall be valid or binding except by a subsequent written instrument signed by Consumer and by a duly authorized representative of Company.

G.K. V.P.

CERTIFICATE *of* SIGNATURE

REF. NUMBER
3SRCX-UJMUZ-SSXQL-GS4G7

DOCUMENT COMPLETED BY ALL PARTIES ON
03 DEC 2025 00:50:42
UTC

SIGNER

VANDERYACHT PROPANE

EMAIL
VYP@VANDERYACHTPROPANE.COM

TIMESTAMP

SENT
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SIGNED
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Sierra Country Club
2685 San Juan Street
Coupeville, WA 98239

Pursuant to Article III Section 3 Special Assessments of the Declaration of Covenants, Conditions, and Restrictions of Sierra and pursuant RCW 64.38.065 the 15-yr Special Assessment of \$6,750.00 per platted lot was formally approved by a quorum supported vote of the membership at the annual meeting held on January 28, 2023 and is now a binding obligation of the Sierra HOA.

This 15-year Special Assessment is to increase the funds in the infrastructure (piping) reserve account to help cover the costs of future replacements or repair of the infrastructure piping.

The 15-year Special Assessment is billed annually in increments, per platted lot, along with the HOA Dues. Starting in 2023 with \$100 and each year increases by \$50 for the duration of the assessment. See payment schedule below.

This 15-year Special Assessment is not required to be paid in full upon the transfer of property ownership. Any remaining balance will automatically transfer to the new owner, who assumes the annual billing obligation per platted lot. Full payoff of this special assessment is not a condition at time of property ownership transfers. If there is a balance at the time of closing, buyers and sellers may choose to negotiate a payoff of the remaining balance as part of the real estate transaction. The new owners will assume the assessment obligation billed annually, per platted lot, along with the HOA Dues if balances are still owing from prior owner.

Total obligation of the 15-year Special Assessment per platted lot is \$6,750.00 and the following is the schedule of payments:

2023	\$100.00	2031	\$500.00
2024	\$150.00	2032	\$550.00
2025	\$200.00	2033	\$600.00
2026	\$250.00	2034	\$650.00
2027	\$300.00	2035	\$700.00
2028	\$350.00	2036	\$750.00
2029	\$400.00	2037	\$800.00
2030	\$450.00		

SELLER DISCLOSURE STATEMENT UNIMPROVED PROPERTY

SELLER: Kitzmann Trust

Seller

Seller

To be used in transfers of unimproved residential real property, including property zoned for residential use that is not improved by one or more residential dwelling units, a residential condominium, a residential timeshare or a mobile or manufactured home. Unimproved residential real property does not include commercial real estate as defined in RCW 60.42.005 or property defined as "timber land" under RCW 84.34.020. See RCW Chapter 64.06 for further information.

INSTRUCTIONS TO THE SELLER

Please complete the following form. Do not leave any spaces blank. If the question clearly does not apply to the property check "NA." If the answer is "yes" to any asterisked (*) item(s), please explain on attached sheets. Please refer to the line number(s) of the question(s) when you provide your explanation(s). For your protection you must date and initial each page of this disclosure statement and each attachment. Delivery of the disclosure statement must occur not later than five (5) business days, unless otherwise agreed, after mutual acceptance of a written purchase and sale agreement between a Buyer and Seller.

NOTICE TO THE BUYER

THE FOLLOWING DISCLOSURES ARE MADE BY THE SELLER ABOUT THE CONDITION OF THE PROPERTY LOCATED AT Sierra 1 Block 10 Lot 21, CITY Coupeville,

STATE WA, ZIP 98239, COUNTY Island ("THE PROPERTY") OR AS LEGALLY DESCRIBED ON THE ATTACHED EXHIBIT A.

SELLER MAKES THE FOLLOWING DISCLOSURES OF EXISTING MATERIAL FACTS OR MATERIAL DEFECTS TO BUYER BASED ON SELLER'S ACTUAL KNOWLEDGE OF THE PROPERTY AT THE TIME SELLER COMPLETES THIS DISCLOSURE STATEMENT. UNLESS YOU AND SELLER OTHERWISE AGREE IN WRITING, YOU HAVE THREE (3) BUSINESS DAYS FROM THE DAY SELLER OR SELLER'S AGENT DELIVERS THIS DISCLOSURE STATEMENT TO YOU TO RESCIND THE AGREEMENT BY DELIVERING A SEPARATELY SIGNED WRITTEN STATEMENT OF RESCISSION TO SELLER OR SELLER'S AGENT. IF THE SELLER DOES NOT GIVE YOU A COMPLETED DISCLOSURE STATEMENT, THEN YOU MAY WAIVE THE RIGHT TO RESCIND PRIOR TO OR AFTER THE TIME YOU ENTER INTO A PURCHASE AND SALE AGREEMENT.

THE FOLLOWING ARE DISCLOSURES MADE BY SELLER AND ARE NOT THE REPRESENTATIONS OF ANY REAL ESTATE LICENSEE OR OTHER PARTY. THIS INFORMATION IS FOR DISCLOSURE ONLY AND IS NOT INTENDED TO BE A PART OF ANY WRITTEN AGREEMENT BETWEEN BUYER AND SELLER.

FOR A MORE COMPREHENSIVE EXAMINATION OF THE SPECIFIC CONDITION OF THIS PROPERTY YOU ARE ADVISED TO OBTAIN AND PAY FOR THE SERVICES OF QUALIFIED EXPERTS TO INSPECT THE PROPERTY, WHICH MAY INCLUDE, WITHOUT LIMITATION, ARCHITECTS, ENGINEERS, LAND SURVEYORS, PLUMBERS, ELECTRICIANS, ROOFERS, BUILDING INSPECTORS, ON-SITE WASTEWATER TREATMENT INSPECTORS, OR STRUCTURAL PEST INSPECTORS. THE PROSPECTIVE BUYER AND SELLER MAY WISH TO OBTAIN PROFESSIONAL ADVICE OR INSPECTIONS OF THE PROPERTY OR TO PROVIDE APPROPRIATE PROVISIONS IN A CONTRACT BETWEEN THEM WITH RESPECT TO ANY ADVICE, INSPECTION, DEFECTS OR WARRANTIES.

Seller ☒ is / ☐ is not occupying the Property.

I. SELLER'S DISCLOSURES:

* If you answer "Yes" to a question with an asterisk (*), please explain your answer and attach documents, if available and not otherwise publicly recorded. If necessary, use an attached sheet.

	YES	NO	DON'T KNOW	NA
1. TITLE				
A. Do you have legal authority to sell the property? If no, please explain.....	☒	☐	☐	☐
*B. Is title to the property subject to any of the following?				
(1) First right of refusal	☐	☒	☐	☐
(2) Option	☐	☒	☐	☐
(3) Lease or rental agreement	☐	☒	☐	☐
(4) Life estate?	☐	☒	☐	☐
*C. Are there any encroachments, boundary agreements, or boundary disputes?	☐	☒	☐	☐
*D. Is there a private road or easement agreement for access to the property?	☐	☒	☐	☐
*E. Are there any rights-of-way, easements, or access limitations that affect the Buyer's use of the property?	☒	☐	☐	☐

 06/10/2026
SELLER'S INITIALS Date

 06/10/2026
SELLER'S INITIALS Date

SELLER DISCLOSURE STATEMENT UNIMPROVED PROPERTY

(Continued)

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YES NO DON'T KNOW N/A 50 51

*F. Are there any written agreements for joint maintenance of an easement or right of way?☒ ☐ ☐ ☐ 52

*G. Is there any study, survey project, or notice that would adversely affect the property?☐ ☒ ☐ ☐ 53

*H. Are there any pending or existing assessments against the property?☒ ☐ ☐ ☐ 54

*I. Are there any zoning violations, nonconforming uses, or any unusual restrictions on the property that affect future construction or remodeling?☐ ☒ ☐ ☐ 55 56

*J. Is there a boundary survey for the property?☐ ☐ ☒ ☐ 57

*K. Are there any covenants, conditions, or restrictions recorded against title to the property?.....☒ ☐ ☐ ☐ 58

NOTICE TO BUYER: Covenants or deed restrictions based on race, creed, sexual orientation, or other protected class were voided by RCW 49.60.224 and are unenforceable. Washington law allows for the illegal language to be struck by bringing an action in superior court or by the free recording of a restrictive covenant modification document. Many county auditor websites provide a short form with instructions on this process. 59 60 61 62 63 64

2. WATER 65

A. Household Water 66

(1) Does the property have potable water supply?☐ ☒ ☐ ☐ 67

(2) If yes, the source of water for the property is: ☐ Private or publicly owned water system 68
☐ Private well serving only the property ☒ Other water system 69

*If shared, are there any written agreements?☐ ☐ ☐ ☒ 70

*(3) Is there an easement (recorded or unrecorded) for access to and/or maintenance of the water source?.....☐ ☐ ☐ ☒ 71 72

*(4) Are there any problems or repairs needed?.....☐ ☐ ☐ ☒ 73

(5) Is there a connection or hook-up charge payable before the property can be connected to the water main?.....☒ ☐ ☐ ☐ 74 75

(6) Have you obtained a certificate of water availability from the water purveyor serving the property? (If yes, please attach a copy.)☐ ☒ ☐ ☐ 76 77

(7) Is there a water right permit, certificate, or claim associated with household water supply for the property? (If yes, please attach a copy.).....☐ ☒ ☐ ☐ 78 79

(a) If yes, has the water right permit, certificate, or claim been assigned, transferred, or changed?☐ ☐ ☐ ☒ 80 81

*(b) If yes, has all or any portion of the water right not been used for five or more successive years?.....☐ ☐ ☐ ☒ 82 83

(c) If no or don't know, is the water withdrawn from the water source less than 5,000 gallons a day?.....☐ ☐ ☐ ☐ 84 85

*(8) Are there any defects in the operation of the water system (e.g. pipes, tank, pump, etc.)?☐ ☒ ☐ ☐ 86

B. Irrigation Water 87

(1) Are there any irrigation water rights for the property, such as a water right permit, certificate, or claim? (If yes, please attach a copy.)☐ ☒ ☐ ☐ 88 89

(a) If yes, has all or any portion of the water right not been used for five or more successive years?.....☐ ☐ ☐ ☒ 90 91

(b) If yes, has the water right permit, certificate, or claim been assigned, transferred, or changed?☐ ☐ ☐ ☒ 92 93

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SELLER'S INITIALS

Date

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Date

06/10/2026

06/10/2026

SELLER DISCLOSURE STATEMENT UNIMPROVED PROPERTY

(Continued)

	YES	NO	DON'T KNOW	N/A	
					94
					95
* (2) Does the property receive irrigation water from a ditch company, irrigation district, or other entity?	☐	☒	☐	☐	96
If so, please identify the entity that supplies irrigation water to the property:					97
_____					98
C. Outdoor Sprinkler System					99
(1) Is there an outdoor sprinkler system for the property?	☐	☒	☐	☐	100
* (2) If yes, are there any defects in the system?	☐	☐	☐	☒	101
* (3) If yes, is the sprinkler system connected to irrigation water?	☐	☐	☐	☒	102
3. SEWER/SEPTIC SYSTEM					103
A. The property is served by:					104
☐ Public sewer system					105
☐ On-site sewage system (including pipes, tanks, drainfields, and all other component parts)					106
☒ Other disposal system					107
Please describe: <u>This lot holds septic reserve fields for 2 parcels. See add'tl information</u>					108
B. Is the property subject to any sewage system fees or charges in addition to those covered in your regularly billed sewer or on-site sewage system maintenance service?	☐	☒	☐	☐	109
					110
C. If the property is connected to an on-site sewage system:					111
* (1) Was a permit issued for its construction?	☒	☐	☐	☐	112
* (2) Was it approved by the local health department or district following its construction?	☒	☐	☐	☐	113
(3) Is the septic system a pressurized system?	☐	☐	☒	☐	114
(4) Is the septic system a gravity system?	☐	☒	☐	☐	115
* (5) Have there been any changes or repairs to the on-site sewage system?	☐	☒	☐	☐	116
(6) Is the on-site sewage system, including the drainfield, located entirely within the boundaries of the property?	☐	☒	☐	☐	117
If no, please explain: <u>Reserve field only</u>					118
					119
* (7) Does the on-site sewage system require monitoring and maintenance services more frequently than once a year?	☐	☒	☐	☐	120
					121
4. ELECTRICAL/GAS					122
A. Is the property served by natural gas?	☐	☒	☐	☐	123
B. Is there a connection charge for gas?	☐	☐	☐	☒	124
C. Is the property served by electricity?	☐	☒	☐	☐	125
D. Is there a connection charge for electricity?	☒	☐	☐	☐	126
* E. Are there any electrical problems on the property?	☐	☐	☒	☐	127
5. FLOODING					128
A. Is the property located in a government designated flood zone or floodplain?	☐	☒	☐	☐	129

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06/10/2026
SELLER'S INITIALS Date

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06/10/2026
SELLER'S INITIALS Date

Form 17C
Seller Disclosure Statement - Unimproved
Rev. 8/21
Page 4 of 6

SELLER DISCLOSURE STATEMENT UNIMPROVED PROPERTY

(Continued)

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	YES	NO	DON'T KNOW	N/A	130
6. SOIL STABILITY					131
*A. Are there any settlement, earth movement, slides, or similar soil problems on the property?	☐	☒	☐	☐	132
7. ENVIRONMENTAL					133
*A. Have there been any flooding, standing water, or drainage problems on the property that affect the property or access to the property?	☐	☒	☐	☐	134 135
*B. Does any part of the property contain fill dirt, waste, or other fill material?	☐	☒	☐	☐	136
*C. Is there any material damage to the property from fire, wind, floods, beach movements, earthquake, expansive soils, or landslides?	☐	☒	☐	☐	137 138
D. Are there any shorelines, wetlands, floodplains, or critical areas on the property?	☐	☒	☐	☐	139
*E. Are there any substances, materials, or products in or on the property that may be environmental concerns, such as asbestos, formaldehyde, radon gas, lead-based paint, fuel or chemical storage tanks, or contaminated soil or water?	☐	☐	☒	☐	140 141 142
*F. Has the property been used for commercial or industrial purposes?	☐	☒	☐	☐	143
*G. Is there any soil or groundwater contamination?	☐	☒	☐	☐	144
*H. Are there transmission poles or other electrical utility equipment installed, maintained, or buried on the property that do not provide utility service to the structures on the property?	☐	☐	☒	☐	145 146
*I. Has the property been used as a legal or illegal dumping site?	☐	☒	☐	☐	147
*J. Has the property been used as an illegal drug manufacturing site?	☐	☒	☐	☐	148
*K. Are there any radio towers that cause interference with cellular telephone reception?	☐	☒	☐	☐	149
8. HOMEOWNERS' ASSOCIATION/COMMON INTERESTS					150
A. Is there a homeowners' association?	☒	☐	☐	☐	151
Name of Association and contact information for an officer, director, employee, or other authorized agent, if any, who may provide the association's financial statements, minutes, bylaws, fining policy, and other information that is not publicly available: <u>Sierra Country Club</u>					152 153 154
B. Are there regular periodic assessments?	☒	☐	☐	☐	155
\$ <u>490.00</u> per ☐ month ☒ year					156
☐ Other: <u>all HOA & Assessments fees split equally 50/50 with co-owner</u>					157
*C. Are there any pending special assessments?	☒	☐	☐	☐	158
*D. Are there any shared "common areas" or any joint maintenance agreements (facilities such as walls, fences, landscaping, pools, tennis courts, walkways, or other areas co-owned in undivided interest with others)?	☒	☐	☐	☐	159 160 161
9. OTHER FACTS					162
*A. Are there any disagreements, disputes, encroachments, or legal actions concerning the property?	☐	☒	☐	☐	163
*B. Does the property have any plants or wildlife that are designated as species of concern, or listed as threatened or endangered by the government?	☐	☐	☒	☐	164 165

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06/10/2026

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SELLER DISCLOSURE STATEMENT UNIMPROVED PROPERTY

(Continued)

	YES	NO	DON'T KNOW	N/A	
*C. Is the property classified or designated as forest land or open space?	☐	☒	☐	☐	166 167
D. Do you have a forest management plan? If yes, attach.	☐	☒	☐	☐	169
*E. Have any development-related permit applications been submitted to any government agencies?.....	☒	☐	☐	☐	170
If the answer to E is "yes," what is the status or outcome of those applications?					171
Reserve Septic Drainfield - Approved					172
F. Is the property located within a city, county, or district or within a department of natural resources fire protection zone that provides fire protection services?	☒	☐	☐	☐	173 174
10. FULL DISCLOSURE BY SELLERS					175
A. Other conditions or defects:					176
*Are there any other existing material defects affecting the property that a prospective buyer should know about?.....	☐	☒	☐	☐	177 178
B. Verification					179
The foregoing answers and attached explanations (if any) are complete and correct to the best of Seller's knowledge and Seller has received a copy hereof. Seller agrees to defend, indemnify and hold real estate licensees harmless from and against any and all claims that the above information is inaccurate. Seller authorizes real estate licensees, if any, to deliver a copy of this disclosure statement to other real estate licensees and all prospective buyers of the property.					180 181 182 183
 <u>Glen A Kitzmann</u> 06/10/2026					184
Seller Date					185
 <u>Lori A Kitzmann</u> 06/10/2026					184
Seller Date					185
If the answer is "Yes" to any asterisked (*) items, please explain below (use additional sheets if necessary). Please refer to the line number(s) of the question(s).					186 187
1 - E - The property is jointly owned 50% with neighbor. Both have a designated reserve septic drain field area on the property.					188 189
1-F - The joint owners share maintenance costs, HOA dues and special assessment for the property at 50% each. (See recorded deed/agreement)					190 191
1-K - Sierra Country Club HOA CCR's and Bylaws apply to this property.					192
8 - C - Special Assessment of \$250 for 2026. Increases by \$50 per year thru 2037. Buyer to Assume all charges levied before but due after closing.					193 194 195 196 197 198 199 200 201 202 203 204 205 206 207 208 209 210 211 212

SELLER DISCLOSURE STATEMENT UNIMPROVED PROPERTY

(Continued)

II. NOTICES TO THE BUYER

1. SEX OFFENDER REGISTRATION

INFORMATION REGARDING REGISTERED SEX OFFENDERS MAY BE OBTAINED FROM LOCAL LAW ENFORCEMENT AGENCIES. THIS NOTICE IS INTENDED ONLY TO INFORM YOU OF WHERE TO OBTAIN THIS INFORMATION AND IS NOT AN INDICATION OF THE PRESENCE OF REGISTERED SEX OFFENDERS.

2. PROXIMITY TO FARMING/WORKING FOREST

THIS NOTICE IS TO INFORM YOU THAT THE REAL PROPERTY YOU ARE CONSIDERING FOR PURCHASE MAY LIE IN CLOSE PROXIMITY TO A FARM OR WORKING FOREST. THE OPERATION OF A FARM OR WORKING FOREST INVOLVES USUAL AND CUSTOMARY AGRICULTURAL PRACTICES OR FOREST PRACTICES, WHICH ARE PROTECTED UNDER RCW 7.48.305, THE WASHINGTON RIGHT TO FARM ACT.

3. OIL TANK INSURANCE

THIS NOTICE IS TO INFORM YOU THAT IF THE REAL PROPERTY YOU ARE CONSIDERING FOR PURCHASE UTILIZES AN OIL TANK FOR HEATING PURPOSES, NO COST INSURANCE MAY BE AVAILABLE FROM THE POLLUTION LIABILITY INSURANCE AGENCY.

III. BUYER'S ACKNOWLEDGEMENT

1. BUYER HEREBY ACKNOWLEDGES THAT:

- Buyer has a duty to pay diligent attention to any material defects that are known to Buyer or can be known to Buyer by utilizing diligent attention and observation.
- The disclosures set forth in this statement and in any amendments to this statement are made only by the Seller and not by any real estate licensee or other party.
- Buyer acknowledges that, pursuant to RCW 64.06.050 (2), real estate licensees are not liable for inaccurate information provided by Seller, except to the extent that real estate licensees know of such inaccurate information.
- This information is for disclosure only and is not intended to be a part of the written agreement between the Buyer and Seller.
- Buyer (which term includes all persons signing the "Buyer's acceptance" portion of this disclosure statement below) has received a copy of this Disclosure Statement (including attachments, if any) bearing Seller's signature(s).

DISCLOSURES CONTAINED IN THIS DISCLOSURE STATEMENT ARE PROVIDED BY SELLER BASED ON SELLER'S ACTUAL KNOWLEDGE OF THE PROPERTY AT THE TIME SELLER COMPLETES THIS DISCLOSURE. UNLESS BUYER AND SELLER OTHERWISE AGREE IN WRITING, BUYER SHALL HAVE THREE (3) BUSINESS DAYS FROM THE DAY SELLER OR SELLER'S AGENT DELIVERS THIS DISCLOSURE STATEMENT TO RESCIND THE AGREEMENT BY DELIVERING A SEPARATELY SIGNED WRITTEN STATEMENT OF RESCISSION TO SELLER OR SELLER'S AGENT. YOU MAY WAIVE THE RIGHT TO RESCIND PRIOR TO OR AFTER THE TIME YOU ENTER INTO A SALE AGREEMENT.

BUYER HEREBY ACKNOWLEDGES RECEIPT OF A COPY OF THIS DISCLOSURE STATEMENT AND ACKNOWLEDGES THAT THE DISCLOSURES MADE HEREIN ARE THOSE OF THE SELLER ONLY, AND NOT OF ANY REAL ESTATE LICENSEE OR OTHER PARTY.

Buyer Date

2. BUYER'S WAIVER OF RIGHT TO REVOKE OFFER

Buyer has read and reviewed the Seller's responses to this Seller Disclosure Statement. Buyer approves this statement and waives Buyer's right to revoke Buyer's offer based on this disclosure.

Buyer Date

3. BUYER'S WAIVER OF RIGHT TO RECEIVE COMPLETED SELLER DISCLOSURE STATEMENT

Buyer has been advised of Buyer's right to receive a completed Seller Disclosure Statement. Buyer waives that right. However, if the answer to any of the questions in the section entitled "Environmental" would be "yes," Buyer may not waive the receipt of the "Environmental" section of the Seller Disclosure Statement.

Buyer Date

 06/10/2026
SELLER'S INITIALS Date

 06/10/2026
SELLER'S INITIALS Date

12/04/2017 01:36:34 PM 4435148
Recording Fee \$75.00 Page 1 of 2
Quit Claim Deed
Island County Washington



FILED FOR RECORD AT REQUEST OF;
AND AFTER RECORDING RETURN TO:

Jacob Cohen, Esq.
P. O. Box 889
Oak Harbor, WA 98277

QUIT CLAIM DEED

Grantor(s): McINTYRE, Gary G. and McINTYRE, Brynn S., husband and wife
Grantee(s): McINTYRE, Gary G. and McINTYRE, Brynn S., husband and wife; and
KITZMANN, Glen A. and KITZMANN, Lori A., Trustees of the Kitzmann Trust
dated June 11, 2004
Legal Description (abbreviated): Lot 21, Block 10, Sierra #1; Full legal on page: 1
Assessor's Tax Parcel ID#: S8160-00-10021-0

The Grantors, Gary G. McIntyre and Brynn S. McIntyre, husband and wife, for and in consideration of Ten Thousand Dollars (\$10,000.00) for a one-half interest in the real property described below, in hand paid, convey and quit claim to Gary G. McIntyre and Brynn S. McIntyre, husband and wife, as to a one-half undivided interest, and Glen A. Kitzmann and Lori A. Kitzmann, Trustees of the Kitzmann Trust dated June 11, 2004, as to a one-half undivided interest in the following described real estate, situated in the County of Island, State of Washington, including any interest therein which grantor may hereafter acquire:

Lot 21, Block 10, Plat of Sierra Div. No. 1, according to the plat thereof,
recorded in Volume 10 of Plats, pages 5, 6, 7, 8, 9, 10 and 11, records of
Island County, Washington.

Tax Parcel Account No. S8160-00-10021-0.

12/04/2017 01:36:34 PM 4435147
Recording Fee \$79.00 Page 1 of 6
Agreement
Island County Washington



AFTER RECORDING MAIL TO:

JACOB COHEN
Post Office Box 889
Oak Harbor, WA 98277

Document Title: **Ownership Agreement and Easements for Septic Tank Drain Fields**

Recording Number(s) of Related Document(s): N/A

Grantors: (Last name first, then first and initial)

McINTYRE, Gary G. & Brynn S., husband and wife
KITZMANN, Glen. A. & Lori A., Trustees of the Kitzmann Trust dated June 11, 2004

Grantee: **The Public**

Abbreviated Legal Descriptions: **Sierra 3, Lot 23, Blk 10**
Sierra 3, Lot 24, Blk 10
Sierra 1, Lot 21, Blk 10

Full legals on page 1.

Tax Parcel Account Nos. **S8160-03-10023-0; S8160-03-10024-0; S8160-00-10021-0.**

Handwritten signature

**OWNERSHIP AGREEMENT AND EASEMENTS FOR SEPTIC TANK DRAIN
FIELDS**

This Ownership Agreement and Easement for Septic Tank Drain Fields is made and entered into between Gary G. McIntyre and Brynn S. McIntyre, husband and wife, hereinafter referred to as "McIntyre" and Glen A. Kitzmann and Lori A. Kitzmann, Trustees of the Kitzmann Trust dated June 11, 2004, hereinafter referred to as "Kitzmann".

Whereas, McIntyre owns the following real property situated in the County of Island, State of Washington:

Lot 24, Block 10, Plat of Sierra Div. No. 3, according to the plat thereof, recorded in Volume 10 of Plats, pages 66 and 67 records of Island County, Washington.

Tax Parcel Account No. S8160-03-10024-0.

The above-described real property is hereinafter referred to as "Lot 24", and

Whereas, Kitzmann is the owner of the following real property situated in the County of Island, State of Washington:

Lot 23, Block 10, Plat of Sierra Div. No. 3, according to the plat thereof, recorded in Volume 10 of Plats, pages 66 and 67, records of Island County, Washington.

Tax Parcel Account No. S8160-03-10023-0.

The above-described real property is hereinafter referred to as "Lot 23", and

Whereas, McIntyre owns an undivided 50 percent interest and Kitzmann owns an undivided 50 percent interest in the following real property situated in the County of Island, State of Washington:

Lot 21, Block 10, Plat of Sierra Div. No. 1, according to the plat thereof, recorded in Volume 10 of Plats, pages 5, 6, 7, 8, 9, 10 and 11, records of Island County, Washington.

Tax Parcel Account No. S8160-00-10021-0.

The above-described real property is hereinafter referred to as "Lot 21", and

Whereas, the parties desire to enter into an agreement concerning Lot 21 which, among other things, would place two easements for septic tank drain fields on Lot 21 and would also set up covenants and conditions regulating between the two parties to this agreement the usage of Lot 21, now therefore,

For and in consideration of the promises contained herein, the parties agree as follows:

1. McIntyre and Kitzmann hereby dedicate the following easement and convey and quit claim the following-described easements as described herein:

A. An exclusive easement for the use of a septic tank drain field and for the maintenance thereof and for all ancillary uses associated with a septic tank drain field on the following-described real property within Lot 21 which shall be known as "Drain Field A" as follows:

That portion of Lot 21, Block 10, Plat of Sierra Division No. 1, according to the plat hereof, recorded in Volume 10 of Plats, pages 5, 6, 7, 8, 9, 10 and 11, records of Island County, Washington, described as follows:

Beginning at the Northeasterly corner of said Lot 21, Block 10, being the true point of beginning of this description; thence South 58° 53'38" West a distance of 20.00 feet; thence South 31°06'22" East a distance of 58.00 feet; thence North 58°53'38" East a distance of 20.00 feet; thence North 31°06'22" West a distance of 58.00 feet to the true point of beginning.

Situate in the County of Island, State of Washington.

The above legal description is called "Drain Field A".

B. An exclusive easement for the use of a septic tank drain field and for the maintenance thereof and for all ancillary uses associated with a septic tank drain field on the following-described real property within Lot 21 which shall be known as "Drain Field B" as follows:

That portion of Lot 21, Block 10, Plat of Sierra Division No. 1, according to the plat hereof, recorded in Volume 10 of Plats, pages 5, 6, 7, 8, 9, 10 and 11, records of Island County, Washington, described as follows:

Beginning at the Northeasterly corner of said Lot 21, Block 10, thence South 58°53'38" West a distance of 20.00 feet to the true point of beginning of this description; thence continue South 58°53'38" West a distance of 20.00 feet; thence South 31°06'22" East a distance of 58.00 feet; thence North 58° 53'38" East a distance of 20.00 feet; thence North 31°06'22" West a distance of 58.00 feet to the true point of beginning.

Situate in the County of Island, State of Washington.

The above legal description is called "Drain Field B".

C. The above-described easement for Drain Field A is a covenant running with the land and shall be appurtenant to and for the sole benefit of Lot 23.

D. The above-described easement for Drain Field B is a covenant running with the land and shall be appurtenant to and for the sole benefit of Lot 24.

E. Neither party hereto shall in any way interfere with the other party's right to use Drain Field A as appurtenant to Lot 23 or Drain Field B as appurtenant to Lot 24.

2. McIntyre and Kitzmann hereby dedicate the following easement and convey and quit claim the following-described easement to each other for ingress, egress and utilities over and under Lot 21, with the exception of the areas within Drain Field A and Drain Field B, in order to allow both McIntyre and Kitzmann to enter said Lot 21 for purposes of maintaining their respective drain fields as well as maintaining the remainder of Lot 21 as described herein.

3. Without the joint written consent of both McIntyre and Kitzmann, neither McIntyre nor Kitzmann shall build any new structure on Lot 21 (the existing shed on Lot 21 is exempt from this requirement so long as it does not impede the installation of the two future drain fields, and in the event it does impede the said installation, the shed shall be moved or torn down), and neither McIntyre nor Kitzmann shall plant any trees or vegetation on Lot 21 which could grow to exceed six feet in height. The primary purpose of the joint ownership of Lot 21 by both McIntyre and Kitzmann is to maintain the marine views for both McIntyre's Lot 24 and Kitzmann's Lot 23. No trees and/or vegetation on Lot 21 shall be in excess of six feet, and part of the maintenance requirements imposed upon both parties is to cut down or remove any vegetation that reaches six feet in height. Neither party to this agreement shall clear cut Lot 21 without the written consent of the other party. The term "clear cut" means to remove all vegetation from Lot 21.

4. The owner of Lot 23 and the owner of Lot 24 shall each pay one-half of any and all costs associated with owning Lot 21 and the upkeep and maintenance that goes along with Lot 21, including but not limited to real property taxes, liability insurance, any jointly owned structures under six feet in height, including fences, and any landscaping or maintenance costs, and homeowners association dues owing to Sierra Country Club HOA. The parties shall agree between themselves as to the maintenance of Lot 21, however, either party is free on their own to mow the grass on Lot 21 and to remove any undesirable vegetation from Lot 21. In the event any costs are incurred with regard to Lot 21, it is the mutual responsibility of both parties to pay the said cost, and if one party does not pay their one-half of said cost within 10 days of written demand by the other party, one party can pay the entire amount due that is associated with the real property, and thereafter file a lien against the other property owner for 50 percent of the cost of said unpaid expense. Both parties agree that the lien may be foreclosed in the same manner as a mortgage in the State of Washington. Any party filing a lien against the other pursuant to the aforesaid provisions shall be entitled to collect reasonable attorney's fees and court costs from the other regarding the foreclosure of the lien.



5. Both parties agree that Lot 21 may not be divided, and Lot 21 shall not be subject to a partition action as it is the intent of the parties hereto that Lot 21 shall be owned in perpetuity 50 percent by the owner of Lot 23 and 50 percent by the owner of Lot 24.

6. The covenants and restrictions contained herein, and all easements described herein, are covenants running with the land and shall be binding upon the heirs, successors and assigns of the owners of Lots 23 and 24. McIntyre and Kitzmann agree that when either Lot 23 or 24 are sold that the owner of the lot that is selling shall also convey along with the entirety of their lot the one-half undivided interest in Lot 21.

EXECUTED on the dates set forth below.

Gary G. McIntyre
GARY G. MCINTYRE
Date: 11/22/2017

Brynn S. McIntyre
BRYNN S. MCINTYRE
Date: 11/22/17

Glen A. Kitzmann
GLEN A. KITZMANN, Trustee
Date: 11-22-17

Lori A. Kitzmann
LORI A. KITZMANN, Trustee
Date: 11/22/17

STATE OF WASHINGTON)
) ss
COUNTY OF ISLAND)

On this day personally appeared before me Gary G. McIntyre and Brynn S. McIntyre, to me known to be the individual 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 22nd day of November, 2017.



Jacob Cohen
NOTARY PUBLIC in and for the state of
Washington, residing at CHIC HARBOUR
My commission expires: 10/15/2021

[Handwritten mark]



Sierra Country Club
2685 San Juan Street
Coupeville, WA 98239

Pursuant to Article III Section 3 Special Assessments of the Declaration of Covenants, Conditions, and Restrictions of Sierra and pursuant RCW 64.38.065 the 15-yr Special Assessment of \$6,750.00 per platted lot was formally approved by a quorum supported vote of the membership at the annual meeting held on January 28, 2023 and is now a binding obligation of the Sierra HOA.

This 15-year Special Assessment is to increase the funds in the infrastructure (piping) reserve account to help cover the costs of future replacements or repair of the infrastructure piping.

The 15-year Special Assessment is billed annually in increments, per platted lot, along with the HOA Dues. Starting in 2023 with \$100 and each year increases by \$50 for the duration of the assessment. See payment schedule below.

This 15-year Special Assessment is not required to be paid in full upon the transfer of property ownership. Any remaining balance will automatically transfer to the new owner, who assumes the annual billing obligation per platted lot. Full payoff of this special assessment is not a condition at time of property ownership transfers. If there is a balance at the time of closing, buyers and sellers may choose to negotiate a payoff of the remaining balance as part of the real estate transaction. The new owners will assume the assessment obligation billed annually, per platted lot, along with the HOA Dues if balances are still owing from prior owner.

Total obligation of the 15-year Special Assessment per platted lot is \$6,750.00 and the following is the schedule of payments:

2023	\$100.00	2031	\$500.00
2024	\$150.00	2032	\$550.00
2025	\$200.00	2033	\$600.00
2026	\$250.00	2034	\$650.00
2027	\$300.00	2035	\$700.00
2028	\$350.00	2036	\$750.00
2029	\$400.00	2037	\$800.00
2030	\$450.00		

ON-SITE SEWAGE SYSTEM (SEPTIC)

2591 EL MAR STREET
COUPEVILLE



Kristen Stavros

 360.720.4271

 kristen@stavroshomes.com

 @kristenonwhidbey



ASBUILT



Island County Health Department
PO Box 5000 Coupeville WA 98239
Whidbey: 360-679-7350
Camano: 360-387-3443

PERMIT TO CONSTRUCT AN ONSITE SEWAGE DISPOSAL SYSTEM

Parcel Number: S8160-03-10023-0 Permit/As-Built #: PT2017-773
Property Owner: GLEN & LORI KITZMANN TRUSTEES Receipt #: EH-17-02952

Permit Type (Check all that apply)

☒ New Construction ☐ Repair ☐ Table IX Repair (non-conforming)
☐ Alteration ☒ Redesign ☐ Tank Only ☐ Owner Installer
☐ Commercial ☐ Community ☐ Single Family Residence

If Repair, Describe Cause of Failure

RECEIVED

DEC 29 2017

IS. CO. PUBLIC HEALTH

Applicant Name: Wallan Construction Phone #: 360-679-1827
Mailing Address: 380 SE Pioneer Way Ste 201 Oak Harbor WA 98277

Off-site Drainfield Parcel Number (if applicable): S8160-00-10021-0 AF# 4435147
Address of Construction Site: 2591 El Mar St, Coupeville
Property Length: irregular Property Width: irregular Area: .21 acres

Name of Water System: Sierra Country Club Private Well ☐

Onsite Sewage System Type (Check all that apply)

☐ Bottomless Sandfilter ☐ Packed Bed Filter ☐ Glendon ☐ Conventional Gravity
☐ Intermittent Sandfilter ☐ Aerobic Treatment Unit ☐ Mound ☐ Conventional Pressure
☒ Sandlined Sandfilter ☐ Drip Distribution ☐ Trench ☐ Conv. Pump to D-Box
☐ Recirculating Filter ☒ Pressure Distribution ☒ Bed ☐ Other _____

Inspection Frequency: ☐ Every Three Years (Conventional Gravity Only) ☒ Annual (All others)

Number of Bedrooms: 3 Design Flow: 360 Operating Flow: 270 (75%)
Soil Classification: 3 Loading Rate: .8 Site Registration # SR84-579 &
Drainfield Required: Size 450 ft², Length 45', Width 10' 2017-408
Drainfield Reduction: Size _____ ft², Length _____, Width _____, Percent Reduction: _____ %
Trench Depth: _____ in Septic Tank Size: _____ gal Pump Chamber Size: _____ gal

Health Department Comments: ① Protect primary & reserve drainfield areas from wheel traffic and/or materials storage during construction. DO NOT place foundation dig out spoils over either site. ② This system requires annual inspection. ③ One deep monitoring port to be located near center of bed.

I, the undersigned, understand that this permit if Table IX (non-conforming), may limit my ability to add bedrooms, living space, or alter my structure. We understand that changes to this site such as grading, filling or clearing, or any deviation from the original plan such as, but not limited to: (a) dwelling location, (b) placement of wells, drainfields, curtain drains, tanks, etc. without first receiving approval from the Island County Public Health, may void this permit.

Owner Signature: [Signature] Date: 12-27-17

Designer's / Agent Signature: [Signature] Date: 12-22-17

Permits are transferable with property ownership. The permitted sewage system must be installed by the expiration date below. In the event that this permit expires and the sewage system isn't installed, the applicant may submit a new permit application. All new permit applications are subject to current standards and requirements.

Septic Installer is required to call in a Start Card 24 hours in advance

Water Approved? No [] Yes [X] By: PT2017 Restrictive Covenant: No [] Yes [] AF# _____
Plan Approved: [Signature] Plan Disapproved: _____ Date: 02/07/2018 Waiver Attached [X]
Permit Number: PT2017-773 Expiration Date: 05/08/2020
System Installed by: Karl's Site Development Instruction inspection date(s): 04/10/2018
Final Inspection: Approved: [Signature] Rejected: _____ Date: 04/10/2018
As-Built Approval: Approved: [Signature] Rejected: _____ Date: 04/11/2018

Page 1 of 2

ASBUILT

ASBUILT



SEPTIC SYSTEM ASBUILT

Parcel Number: S8160-03-10023-0 Asbuilt #: PT 2017-773

Property Owner: Glen & Lori Kitzmann Trustees

Island County Public Health

PO Box 5000 Coupeville WA 98239

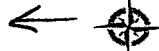
Pg 2 of 2

Provide accurate plot plan to scale including but not limited to:

Drainfields, wells, tanks, banks, buildings, roads, utilities, easements, property lines, critical areas, etc.

Scale 1 inch = 20 ft

(Indicate North)

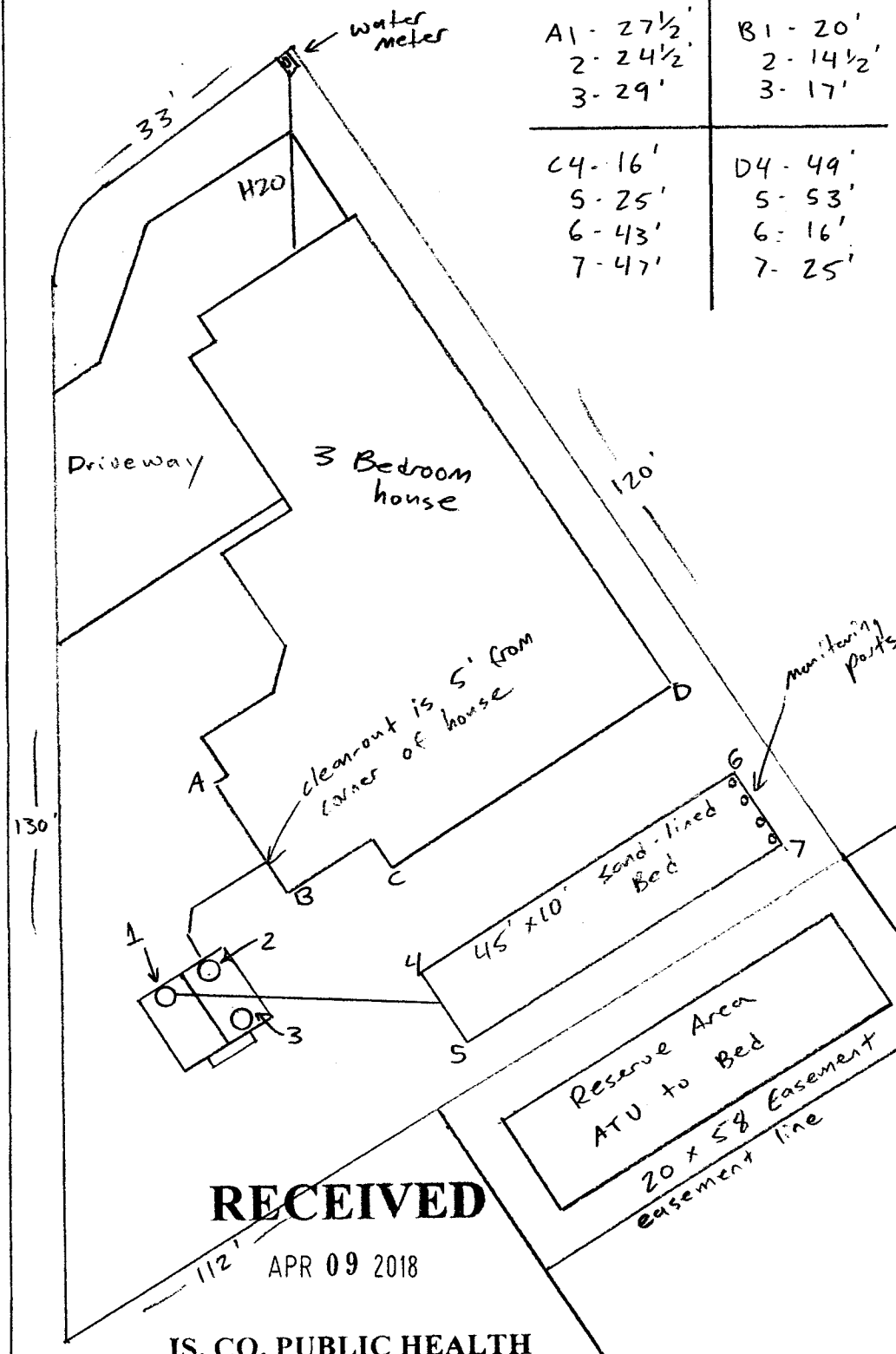


A1 - 27 1/2'
2 - 24 1/2'
3 - 29'

B1 - 20'
2 - 14 1/2'
3 - 17'

C4 - 16'
5 - 25'
6 - 43'
7 - 47'

D4 - 49'
5 - 53'
6 - 16'
7 - 25'



RECEIVED

APR 09 2018

IS. CO. PUBLIC HEALTH

Lead Pump

Time Dosed: ☒ yes ☐ no

Pump Model: Myers SP40

HP: 4/10

Run Time: 33 sec.

Off Time: 3 hrs.

Volume: 33.75 gal

Secondary Pump

Time Dosed: ☐ yes ☐ no

Pump Model: _____

HP: _____

Run Time: _____

Off Time: _____

Volume: _____ gal

Pressure, Drip and Mound Info

Lateral length(s):

#1 _____ #2 _____ #3 _____

#4 _____ #5 _____ #6 _____

Orifice Size: _____ in

Head/Pressure: _____ in / lbs.

of Orifices/Emitters: _____

Sand Filter Information

Square Feet: 450

Residual Head: 56 in

Orifice Size: 3/16 in

Number of Orifices: 90

Aerobic Treatment Info

Brand: _____

Model: _____

Disinfection: ☐ UV ☐ Other

Glendon Info

Basel Area: _____ sq ft

Final Dimension: _____

Tank Information

Manufacturer: Berg Vault

Septic Tank Size: 1000 gal

Pump Tank Size: 1000 gal

Drainfield Info

Square Feet: 450

Length: 45 ft

Width: 10 ft

Depth: 6-10 in

Comments:

I, the undersigned, personally inspected this On-site Sewage Disposal system and certify that it was installed in accordance with the approved design, including all requirements deemed necessary by all proprietary devices and this system fully complies with all conditions of I.C.C 8.07.

Installers Signature: [Signature]

Date Installed: 2-18

Page 2 of 2

Whidbey Septic LLC

1378 Northview Rd.
Oak Harbor, WA 98277

3609693493

PROPERTY INFORMATION

Location:

Tax ID: S8160-03-10023

Use:

ON ID: S8160-03-10023-0
County Area: WHIDBEY ISLAND

Fold
Here

ON-SITE WASTEWATER TREATMENT SYSTEM INSPECTION REPORT

Inspected: 06/01/2026 - Inspection Type: PROPERTY SALE - Correction Status: No corrections needed

Company:

Whidbey Septic LLC

Work Performed By:

Benjamin Miller

Submitted 06/01/2026 by:

Benjamin Miller

Fold
Here

COMMENTS & GENERAL INSPECTION NOTES

No Deficiencies Noted

Tanks do not require pumping. Filter was cleaned. Drainfield was dosed and is dry. System is functioning as intended at this time.

GENERAL SITE & SYSTEM CONDITIONS

The General Site and System Conditions were:	Fully Inspected
Asbuilt #	2017-775
Surfacing effluent from any component (including mound seepage):	NO
Components appear to be watertight - no visual leaks:	YES
Improper encroachment (structures/impervious surfaces); cover; or settling problems observed:	NO
Previous Inspection and Pump Reports have been reviewed.	YES
Structures connected to onsite sewage system occupied. If NO explain in comments:	YES
All Components accessible for service? If NO, provide details in comments.	YES
Reserve area intact? If NO state observations in comments. (N/A if no reserve area on asbuilt.)	YES
As Built on file	YES
Other deficiencies as noted	NO

ONSITE SEWAGE SYSTEM INSPECTION DETAIL

TANK: Septic Tank - 2 Compartment, Manufacturer= Local Manufacturer - Concrete

Manufacturer: Local Manufacturer Model: Concrete

This component was:	Fully Inspected	
Effluent level within operational limits (if NO explain in comments):	YES	
All required baffles in place (N/A = No baffles required):	YES	
Compartment 1 Scum accumulation (Inches, if other specify):	2	
Compartment 1 Sludge accumulation (Inches, if other specify):	4	
Compartment 2 Scum accumulation (Inches, if other specify):	0	
Compartment 2 Sludge accumulation (Inches, if other specify):	1	
Pumping required per Island County Code 8.07D.280(A.5)	NO	
If an effluent screen is in place was it cleaned (NA if no effluent screen)	YES	
If pumped, how many gallons?		

TANK: Pump Tank, Manufacturer= Local Manufacturer - Concrete

Manufacturer: Local Manufacturer Model: Concrete

This component was:	Fully Inspected	
Compartment 1 Scum accumulation (Inches, if other specify):	0	
Compartment 1 Sludge accumulation (Inches, if other specify):	0	
Pumping required per Island County Code 8.07D.280(A.5)	NO	
If pumped, how many gallons?		
All required baffles in good condition (N/A = No baffles required):	YES	

Panel: Control - 1 Pump

Manufacturer: SJE Rhombus

This component was:	Fully Inspected	
Panel functioning (including alarm):	YES	
Pump 1: Arrival on minutes (override in parentheses - if present):	33s	
Pump 1: Arrival off hours (override in parentheses - if present):	3h	
Pump 1: Arrival gallons per dose (override in parentheses - if present):	30	
Pump 1: ETM hours (override in parentheses - if present):		
Pump 1: Cycle Count (override in parentheses - if present):		
Pump 1: Timer setting adjustments were required (if yes indicate new timer settings below - state reason in comments):	NO	
Pump 1: New off hours (override in parentheses - if present):		
Pump 1: New on minutes (override in parentheses - if present):		
Pump 1: New gallons per dose (override in parentheses - if present):		
A modification/repair was completed on the component (If yes, provide detail in comments):	NO	

Pump: Effluent Pump

This component was:	Fully Inspected	
Controls functioning:	YES	
Tested gallons per minute flow:	70	

Drainfield (disposal): Pressure Bed, Manufacturer= Site Constructed - Gravel

Manufacturer: Site Constructed Model: Gravel

This component was:	Fully Inspected	
Lateral lines flushed:	YES	
Average squirt height (if performed) (feet, if other specify):		
Ponding present? If YES explain in comments:	NO	

Disclaimer: An on-site sewage system evaluation is a report by a maintenance service provider based only on the system components inspected on the day noted in the report. The evaluation is offered by the maintenance service provider who is an independent contractor. No claim is made by Island County Public Health or the undersigned maintenance service provider, either expressed or implied, concerning future success or failure of the on-site sewage system evaluated above.

ISLAND COUNTY ASSESSOR'S TAX & PROPERTY INFO

2591 EL MAR STREET
COUPEVILLE



Kristen Stavros



360.720.4271



kristen@stavroshomes.com



@kristenonwhidbey



Island County Assessor & Treasurer

Property Search Results > 392774 KITZMANN TRUSTEE, GLEN A for Year 2025 - 2026

Property

Account

Property ID:	392774	Abbreviated Legal Description:	SIERRA 3 LC BLK 10
Geographic ID:	S8160-03-10023-0	Agent Code:	
Type:	Real		
Tax Area:	330 - APPRAISER-Cpvl Schl Dist, Special Dist, improved & less than 1 acre	Land Use Code	11
Open Space:	N	DFL	N
Historic Property:	N	Remodel Property:	N
Multi-Family Redevelopment:	N		
Township:		Section:	
Range:			

Location

Address:		Mapsco:	
Neighborhood:	Cycle 2	Map ID:	10
Neighborhood CD:	2		

Owner

Name:	KITZMANN TRUSTEE, GLEN A	Owner ID:	279784
Mailing Address:	LORI A KITZMANN TRUSTEE 2591 EL MAR ST COUPEVILLE, WA 98239	% Ownership:	100.0000000
		Exemptions:	

Taxes and Assessment Details

Property Tax Information as of 06/01/2026

Amount Due if Paid on:  **NOTE:** If you plan to submit payment on a future date, make sure you enter the date and click RECALCULATE to obtain the correct total amount due.

Click on "Statement Details" to expand or collapse a tax statement.

Year	Statement ID	First Half Base Amt.	Second Half Base Amt.	Penalty	Interest	Base Paid	Amount Due
▸ Statement Details							
2026	28987	\$2933.27	\$2933.19	\$0.00	\$0.00	\$2933.27	\$2933.19
▸ Statement Details							
2025	28996	\$2882.47	\$2882.41	\$0.00	\$0.00	\$5764.88	\$0.00
▸ Statement Details							
2024	28791	\$3284.74	\$3284.64	\$0.00	\$0.00	\$6569.38	\$0.00
▸ Statement Details							
2023	28799	\$3203.45	\$3203.32	\$0.00	\$0.00	\$6406.77	\$0.00
▸ Statement Details							
2022	28844	\$3000.22	\$3000.13	\$0.00	\$0.00	\$6000.35	\$0.00
▸ Statement Details							
2021	28883	\$2701.09	\$2701.00	\$0.00	\$0.00	\$5402.09	\$0.00
▸ Statement Details							
2020	28879	\$2319.79	\$2319.65	\$0.00	\$0.00	\$4639.44	\$0.00
▸ Statement Details							
2019	28840	\$2299.99	\$2299.88	\$0.00	\$0.00	\$4599.87	\$0.00
▸ Statement Details							
2018	28921	\$269.45	\$269.39	\$0.00	\$0.00	\$538.84	\$0.00
▸ Statement Details							
2017	29022	\$59.22	\$59.14	\$0.00	\$0.00	\$118.36	\$0.00

Values

(+) Improvement Homesite Value:	+	\$0	
(+) Improvement Non-Homesite Value:	+	\$647,648	
(+) Land Homesite Value:	+	\$0	
(+) Land Non-Homesite Value:	+	\$275,000	
(+) Curr Use (HS):	+	\$0	\$0
(+) Curr Use (NHS):	+	\$0	\$0

(=) Market Value:	=	\$922,648
(-) Productivity Loss:	-	\$0
(=) Subtotal:	=	\$922,648
(+) Senior Appraised Value:	+	\$0
(+) Non-Senior Appraised Value:	+	\$922,648
(=) Total Appraised Value:	=	\$922,648
(-) Senior Exemption Loss:	-	\$0
(-) Exemption Loss:	-	\$0
(=) Taxable Value:	=	\$922,648

Taxing Jurisdiction

Owner: KITZMANN TRUSTEE, GLEN A
 % Ownership: 100.000000000000%
 Total Value: \$922,648
 Tax Area: 330 - APPRAISER-Cpvl Schl Dist, Special Dist, improved & less than 1 acre

Levy Code	Description	Levy Rate	Appraised Value	Taxable Value	Estimated Tax
CF	Conservation Futures	0.0313996660	\$922,648	\$922,648	\$28.97
CEM2	Cemetery #2	0.0092609791	\$922,648	\$922,648	\$8.54
FIRE2	Fire & Rescue Dist #2 N Whidbey GEN	0.5381486274	\$922,648	\$922,648	\$496.52
HOBOND	Hospital BOND	0.1893405597	\$922,648	\$922,648	\$174.69
HOGEN	Hospital GEN	0.3848777722	\$922,648	\$922,648	\$355.11
CE	County Current Expense	0.3674210519	\$922,648	\$922,648	\$339.00
CR	County Roads	0.4614296361	\$922,648	\$922,648	\$425.74
ISLANDEMS	Hospital GEN (EMS)	0.4952018576	\$922,648	\$922,648	\$456.90
LIB	Library Sno-Isle GEN	0.3039084203	\$922,648	\$922,648	\$280.40
LIBCAP	Library Sno-Isle BOND (Cap Fac Imp Area)	0.0528562629	\$922,648	\$922,648	\$48.77
POCOUP	Port of Coupeville GEN	0.1065226063	\$922,648	\$922,648	\$98.28
POCOUPIDD	Port of Coupeville IDD	0.3353038577	\$922,648	\$922,648	\$309.37
COUPSDTECH	School 204 CP (TECH)	0.1215123397	\$922,648	\$922,648	\$112.11
SCH204MO	School 204 Enrichment	0.6416662518	\$922,648	\$922,648	\$592.03
ST	State School	1.4761226122	\$922,648	\$922,648	\$1,361.94
ST2	State School Part 2	0.7953803475	\$922,648	\$922,648	\$733.86
Total Tax Rate:		6.3103528484			
				Taxes w/Current Exemptions:	\$5,822.23
				Taxes w/o Exemptions:	\$5,822.23

Improvement / Building

Improvement #1:	RESIDENTIAL	State Code:	Y	2666.0 sqft	Value:	\$647,648
Bathrooms:	3	Bedrooms:		3		
Ceiling:	DRYWALL PAINTED	Cooling:		HEAT PUMP/CONV/V		
Exterior Wall/Cover:	CEMENT FIBER	Floor Covering:		VINYL/HARDWOOD 80-20		
Floor Structure:	WOOD W/SUBFLOOR	Foundation:		CONCRETE		
Interior Finish:	DRYWALL PAINT	Plumbing Fixture Cnt:		17		
Roof Slope:	4" IN 12"	Roof Structure/Cover:		CJ ASPHALT		

Type	Description	Class CD	Sub Class CD	Year Built	Area
BAS	BASE/MAIN FLOOR	4	0	2018	1967.8
AGR	ATTACHED GARAGE	4	0	2018	638.0
DWN	DOWNSTAIRS LIVING AREA	4	0	2018	698.2
OWP	OPEN WOOD PORCH W/STEPS	4	0	2018	563.1
OP4	OPEN PORCH W/CEILING-ROOF	4	0	2018	74.9

Sketch

This property contains TIFF images. Click on the button(s) to download the full image (which may contain multiple pages).

[illegible]

#	Type	Description	Acres	Sqft	Eff Front	Eff Depth	# Lots	Market Value	Prod. Value
1	14	SQ (08001-12000)	0.2133	9291.35	0.00	0.00	1.00	\$275,000	\$0

Roll Value History

Year	Improvements	Land Market	Current Use	Total Appraised	Taxable Value
2026	N/A	N/A	N/A	N/A	N/A
2025	\$647,648	\$275,000	\$0	\$922,648	\$922,648
2024	\$642,467	\$275,000	\$0	\$917,467	\$917,467
2023	\$647,648	\$275,000	\$0	\$922,648	\$922,648
2022	\$591,140	\$260,000	\$0	\$851,140	\$851,140
2021	\$518,128	\$175,000	\$0	\$693,128	\$693,128
2020	\$503,669	\$160,000	\$0	\$663,669	\$663,669
2019	\$387,297	\$185,000	\$0	\$572,297	\$572,297
2018	\$390,225	\$165,000	\$0	\$555,225	\$555,225
2017	\$0	\$55,000	\$0	\$55,000	\$55,000
2016	\$0	\$7,000	\$0	\$7,000	\$7,000
2015	\$0	\$7,000	\$0	\$7,000	\$7,000
2014	\$0	\$7,000	\$0	\$7,000	\$7,000
2013	\$0	\$5,000	\$0	\$5,000	\$5,000
2012	\$0	\$6,000	\$0	\$6,000	\$6,000
2011	\$0	\$6,000	\$0	\$6,000	\$6,000
2010	\$0	\$6,000	\$0	\$6,000	\$6,000
2009	\$0	\$6,900	\$0	\$6,900	\$6,900
2008	\$0	\$6,200	\$0	\$6,200	\$6,200
2007	\$0	\$9,000	\$0	\$9,000	\$9,000

Deed and Sales History

#	Deed Date	Type	Description	Grantor	Grantee	Volume	Page	Sale Price
1	09/02/2020	QCD	Quit Claim Deed	KITZMANN, GLEN A	KITZMANN TRUSTEE, GLEN A			
2	09/02/2020	QCD	Quit Claim Deed	KITZMANN TRUSTEE, GLEN A	KITZMANN, GLEN A			
3	05/05/2017	WD	Warranty Deed	KENNEDY TRUST, JAMES L	KITZMANN TRUSTEE, GLEN A			\$49,000
4	11/06/2000	QCD	Quit Claim Deed	KENNEDY, JAMES L	KENNEDY TRUST, JAMES L			
5	02/01/1986	WD	Warranty Deed	GIFFORD, YALE W	KENNEDY, JAMES L			\$11,000
6	09/01/1979	TRUSTEED	Trustee's Deed	ALEXANDER, GERALD E	GIFFORD, YALE W			\$7,000
7	01/01/1900	OTHER	Other - Misc. Documents	Unknown	ALEXANDER, GERALD E			

Payout Agreement

No payout information available..

Island County Assessor & Treasurer

Property Search Results > 390455 MCINTYRE, GARY G for Year 2025 - 2026

Property

Account

Property ID:	390455	Abbreviated Legal Description:	SIERRA 1 LOT : BLK 10
Geographic ID:	S8160-00-10021-0	Agent Code:	
Type:	Real		
Tax Area:	339 - APPRAISER-Cpvl Schl Dist, Special Dist, vacant & 50 acres or less	Land Use Code	99
Open Space:	N	DFL	N
Historic Property:	N	Remodel Property:	N
Multi-Family Redevelopment:	N		
Township:		Section:	
Range:			

Location

Address:		Mapsco:	
Neighborhood:	Cycle 2	Map ID:	9
Neighborhood CD:	2		

Owner

Name:	MCINTYRE, GARY G	Owner ID:	283137
Mailing Address:	BRYNN S MCINTYRE GLEN A KITZMANN TTEE LORI A KITZMANN TTEE 705 LA CANA ST COUPEVILLE, WA 98239	% Ownership:	100.0000000000
		Exemptions:	

Taxes and Assessment Details

Property Tax Information as of 06/10/2026

Amount Due if Paid on:  NOTE: If you plan to submit payment on a future date, make sure you enter the date and click RECALCULATE to obtain the correct total amount due.

Click on "Statement Details" to expand or collapse a tax statement.

Year	Statement ID	First Half Base Amt.	Second Half Base Amt.	Penalty	Interest	Base Paid	Amount Due
▶ Statement Details							
2026	28792	\$103.17	\$103.09	\$0.00	\$0.00	\$206.26	\$0.00
▶ Statement Details							
2025	28801	\$90.80	\$90.70	\$0.00	\$0.00	\$181.50	\$0.00
▶ Statement Details							
2024	28596	\$79.55	\$79.46	\$0.00	\$0.00	\$159.01	\$0.00
▶ Statement Details							
2023	28604	\$82.04	\$81.95	\$0.00	\$0.00	\$163.99	\$0.00
▶ Statement Details							
2022	28648	\$77.21	\$77.15	\$0.00	\$0.00	\$154.36	\$0.00
▶ Statement Details							
2021	28686	\$54.83	\$54.76	\$0.00	\$0.00	\$109.59	\$0.00
▶ Statement Details							
2020	28682	\$56.98	\$56.90	\$0.00	\$0.00	\$113.88	\$0.00
▶ Statement Details							
2019	28643	\$57.41	\$57.37	\$0.00	\$0.00	\$114.78	\$0.00
▶ Statement Details							
2018	28724	\$61.39	\$61.33	\$0.00	\$0.00	\$122.72	\$0.00
▶ Statement Details							
2017	28824	\$59.22	\$59.14	\$0.00	\$0.00	\$118.36	\$0.00

Values

(+) Improvement Homesite Value:	+	\$0
(+) Improvement Non-Homesite Value:	+	\$0
(+) Land Homesite Value:	+	\$0
(+) Land Non-Homesite Value:	+	\$24,000
(+) Curr Use (HS):	+	\$0 \$0
(+) Curr Use (NHS):	+	\$0 \$0

(=) Market Value:	=	\$24,000
(-) Productivity Loss:	-	\$0
(=) Subtotal:	=	\$24,000
(+) Senior Appraised Value:	+	\$0
(+) Non-Senior Appraised Value:	+	\$24,000
(=) Total Appraised Value:	=	\$24,000
(-) Senior Exemption Loss:	-	\$0
(-) Exemption Loss:	-	\$0
(=) Taxable Value:	=	\$24,000

Taxing Jurisdiction

Owner: MCINTYRE, GARY G
 % Ownership: 100.000000000000%
 Total Value: \$24,000
 Tax Area: 339 - APPRAISER-Cpvl Schl Dist, Special Dist, vacant & 50 acres or less

Levy Code	Description	Levy Rate	Appraised Value	Taxable Value	Estimated Tax
CF	Conservation Futures	0.0313996660	\$24,000	\$24,000	\$0.75
CEM2	Cemetery #2	0.0092609791	\$24,000	\$24,000	\$0.22
HOBOND	Hospital BOND	0.1893405597	\$24,000	\$24,000	\$4.54
HOGEN	Hospital GEN	0.3848777722	\$24,000	\$24,000	\$9.24
CE	County Current Expense	0.3674210519	\$24,000	\$24,000	\$8.82
CR	County Roads	0.4614296361	\$24,000	\$24,000	\$11.07
ISLANDEMS	Hospital GEN (EMS)	0.4952018576	\$24,000	\$24,000	\$11.88
LIB	Library Sno-Isle GEN	0.3039084203	\$24,000	\$24,000	\$7.29
LIBCAP	Library Sno-Isle BOND (Cap Fac Imp Area)	0.0528562629	\$24,000	\$24,000	\$1.27
POCOUP	Port of Coupeville GEN	0.1065226063	\$24,000	\$24,000	\$2.56
POCOUPIDD	Port of Coupeville IDD	0.3353038577	\$24,000	\$24,000	\$8.05
COUPSDTECH	School 204 CP (TECH)	0.1215123397	\$24,000	\$24,000	\$2.92
SCH204MO	School 204 Enrichment	0.6416662518	\$24,000	\$24,000	\$15.40
ST	State School	1.4761226122	\$24,000	\$24,000	\$35.43
ST2	State School Part 2	0.7953803475	\$24,000	\$24,000	\$19.09
Total Tax Rate:		5.7722042210			
				Taxes w/Current Exemptions:	\$138.53
				Taxes w/o Exemptions:	\$138.53

Improvement / Building

Sketch

No sketches available for this property.

Property Image

This property contains TIFF images. Click on the button(s) to download the full image (which may contain multiple pages).

2009	\$0	\$6,900	\$0	\$6,900	\$6,900
2008	\$0	\$6,200	\$0	\$6,200	\$6,200
2007	\$0	\$9,000	\$0	\$9,000	\$9,000

Deed and Sales History

#	Deed Date	Type	Description	Grantor	Grantee	Volume	Page	Sale Price	Excise Number
1	11/22/2017	QCD	Quit Claim Deed	MCINTYRE, GARY G	MCINTYRE, GARY G			\$10,000.00	32144
2	08/23/2007	WD	Warranty Deed	WYCKOFF, GEORGE T	MCINTYRE, GARY G			\$15,125.00	72913
3	03/01/1979	OTHER	Other - Misc. Documents	Unknown	WYCKOFF, GEORGE T			\$8,300.00	91212

Payout Agreement

No payout information available..

SIERRA COMMUNITY

2592 EL MAR STREET
COUPEVILLE





SIERRA COUNTRY CLUB BYLAWS

Amended January 25, 2025

ARTICLE I

Purpose

Section 1. The corporation shall be conducted as a non-profit social, recreational and maintenance organization for the purposes set forth in the Articles of Incorporation.

ARTICLE II

Membership

Section 1. The membership of the corporation shall consist of all owners of lots within the plat of Sierra, Divisions 1, 2, and 3. The privileges and facilities of the club may be extended to other family members and guests under such rules as the Board of Directors may prescribe.

Section 2. Membership in the corporation shall also be available to the present and future owners of the properties described below, at the option of each owner individually. The privileges and facilities of the club may be extended to other family members and guests of these members, subject to the same rules established for the members described in Section 1 of this article.

Description No. 1

Lots 1, 2, 3, 4, and 5 of the plat of Oceanside Estates, Division No. 1, as recorded in Volume 8 of Plats, page 78, records of Island County, Washington, all in Section 25, Township 32 North, Range 1 West of the Willamette Meridian.

Description No. 2

The five-acre tract as recorded in Volume 8 of Plats, page 78, records of Island County, Washington, all in Section 25, Township 32 North, Range 1 West of the Willamette Meridian and contained within the plat of Sierra, Division 1, Block 11, referred to in these bylaws as the "farm tract."

Section 3. No member described in Section 1 of these bylaws shall lose the right to membership, nor may any such member withdraw from membership, except upon the transfer of title to all lots owned by such member.

ARTICLE III

Meetings

Section 1. Meetings of the members of the Corporation shall be held at least once each year (Annual Meeting). The physical location and/or video conference information for the meeting will be provided in the notice of Annual Meeting.

Section 2. The purposes of the Annual Meetings are to apprise the membership of the affairs and financial condition of the corporation during the preceding year, to act on the agenda items set forth in the meeting notice, and to elect directors as provided herein.

Section 3. Notice of the date scheduled for the Annual Meeting will be sent electronically and/or mailed to all members not less than ninety (90) days before that meeting. Requests from members for the inclusion of subjects for discussion or specific proposals to appear on the agenda of the meeting must be received by the secretary not less than fifty (50) days before such meeting. In order to be included on the agenda, any proposal to amend the Articles of Incorporation, the Declaration of Covenants and Restrictions and/or the bylaws must be signed by members owning at least forty (40) lots subject to the jurisdiction of the corporation. The final notice of the agenda and the request for proxies will be mailed not later than twenty-five (25) days before the meeting.

Section 4. Special Meetings of the members of the corporation may be called at any time by the President, a majority of the Board of Directors or upon receipt of a written request therefor signed by members owning at least forty (40) lots subject to the jurisdiction of the corporation. Notice of the Special Meeting, stating the reason therefor shall be mailed to all members not less than forty-five (45) days prior to the date on which such meeting is to be held.

Section 5. Members voting at Annual and Special Meetings of the membership shall be entitled to one vote for each lot owned, but no more than one vote per lot shall be cast regardless of the number of owners thereof.

Section 6. At all Annual and Special Meetings, the assemblage of the voting power as described in Section 5 preceding, present either in person or by written proxy, owning in aggregate thirty (30) lots subject to these bylaws, shall constitute a quorum for the transaction of any business appropriate to the meeting. In the absence of a quorum, any meeting of the members may be adjourned from time to time by a majority of the voting power present, but no other business may be transacted. Members present at any duly called Annual or Special Meeting at which a quorum is originally present may continue to do business notwithstanding the withdrawal of members to the extent that less than a quorum may thereafter be present. A majority of the voting power constituting a quorum shall be sufficient to transact business unless a greater number of votes is required by law, the Articles of Incorporation or the bylaws, with respect to some specified action.

Section 7. The Board of Directors shall meet at least once a month. Four directors shall constitute a quorum for the transaction of business. A meeting of the board shall also be convened following the Annual Meeting for the principal purposes of inducting the newly elected directors, and appointing the officers of the corporation for terms of one year. All such meetings shall be open for observation by all members and/or their authorized representative.

Section 8. Unscheduled business meetings of the Board of Directors may be convened by the President or a majority of the directors at any time it is deemed necessary or desirable. If the Secretary is not present, a recording secretary shall be appointed from among the directors present. The matters deliberated on and the decisions arrived at, if any, shall be noted in the minutes of the next regularly scheduled meeting.

ARTICLE IV

Directors

Section 1. The corporate powers of this corporation shall be vested in and exercised by or under the authority of a Board of Directors having seven members. At any Annual or Special Meeting duly called as specified in Article III hereof, the members may, by amendment of these bylaws increase or decrease the number of directors.

Section 2. Directors shall be elected at the Annual Meeting for terms of three years. Terms of the directors shall overlap so that either two or three are elected at each Annual Meeting for full-term membership. Other directors shall be elected to fill unscheduled vacancies, as specified in the following section. Directors must be members of the Sierra Country Club in good standing. No more than one (1) member described in Article II, Section 2, may serve as a director at any one time.

Section 3. Any vacancy occurring on the Board of Directors shall be filled by appointment by a majority of the remaining directors. A director appointed to fill a vacancy shall hold office until the next Annual Meeting of the members, at which time the members shall elect a director to fill the unexpired balance of the term.

Section 4. In addition to provisions of the Revised Code of Washington (RCW) 64.38.025, now and as amended, a board member may be removed from office by a majority vote of the remaining board members for actions or inactions that are deemed by the board, in their sole discretion, to be detrimental to the purposes of Sierra Country Club HOA according to the current Articles of Incorporation thereof.

ARTICLE V

Powers and Duties of Directors

Section 1. Subject to any limitation in the Articles of Incorporation and these bylaws, and the laws of the State of Washington, all the business and the affairs of the corporation shall be controlled by the Board of Directors. Without prejudice to such general powers, and subject to the same limitation, it is hereby expressly declared that the directors shall have the following powers and duties.

- A. To conduct, manage, and control the business of the corporation, and to make such rules and regulations as may be considered necessary to ensure compliance with the Declaration of Covenants and Restrictions, the Articles of Incorporation, and these bylaws.
- B. Following the Annual meeting, to appoint a President and Vice President from among the directors who are owners of a lot or lots in Sierra Divisions, 1, 2, and 3, for terms of one year and until their successors are appointed and qualified.
- C. Following the Annual Meeting, to appoint a Secretary, a Treasurer, and such other officers as the directors determine to be necessary or desirable from among the owners of a lot or lots in Sierra Divisions 1, 2, and 3, for terms of one year and until their successors are appointed and qualified.
- D. To fix compensation, if any, for officers and employees.
- E. To cause to be kept complete records of the minutes of all meetings and of actions taken by the Board of Directors and Officers.
- F. To cause to be presented at the Annual Meeting a full report on the corporation's financial status since the previous Annual Meeting.
- G. To fix annual dues and levy special assessments on all members pursuant to the provisions of Article (I), Sections 2 and 3, of the Declarations of Covenants and Restrictions for Sierra Divisions 1, 2, and 3.
- H. To do whatever may be necessary and proper for the enforcement of the provisions of the Articles of Incorporation and the Declarations of Covenants and Restrictions applicable to Sierra Divisions 1, 2, and 3, pursuant to Article V of the aforesaid declaration and of these bylaws.

Section 2. Members of the Board of Directors shall receive no compensation for their services to the corporation but shall be entitled to reimbursement by it for such reasonable expenses as they may incur in pursuit of the business of the corporation.

ARTICLE VI

Officers

Section 1. The President of the corporation shall: preside at all meetings of the Board of Directors and of the members; be responsible to the Board for the routine management of the affairs of the corporation; provide an avenue of communication through which the members and the public may interact with the board; monitor members' compliance with the Declarations of Covenants and Restrictions for Sierra, Divisions 1, 2, and 3; and sign for the corporation as President all contracts and other legal instruments.

Section 2. The Vice President of the corporation shall assist the President in the performance of his or her duties and, in the event of absence or disability of the President, perform all duties of the President during such periods of absence or disability.

Section 3. The Secretary shall issue all notices and shall attend and keep the minutes of all scheduled meetings of the members and of the Board of Directors. It is the Secretary's responsibility to have charge of corporate books, records and papers and the corporate seal. This officer shall attest with signature and impress with the corporate seal all instruments executed for the corporation. The Secretary shall perform all such other duties as are incidental to the office as may be required by the Board of Directors.

Section 4. The Treasurer shall be responsible to the Board of Directors for the management of the financial affairs of the corporation. To that end the Treasurer shall:

- A. Receive, keep safe and deposit all funds securities and liquid assets of the corporation only in such banks or other financial institutions designated by the Board of Directors.

- B. All funds shall be disbursed only by check or other appropriate document signed by the Treasurer and one (1) director, or two (2) directors designated for that purpose.
- C. Maintain a complete file of all financial transactions and related correspondence as required by the IRS, other government agencies or the Board of Directors.
- D. Perform such other duties incidental to the functions of the Treasurer as the Board of Directors may require.

Section 5. No officer may occupy more than one office concurrently.

Section 6. All officers or other persons authorized to handle or disburse the funds of the corporation may, at the discretion of the Board of Directors, be bonded at the expense of the corporation in such amounts as the directors may determine to be adequate for the protection of the corporation.

Section 7. Officers may be reimbursed by the corporation for such reasonable expenses as they may necessarily incur in pursuance of the business of the corporation. The Board of Directors may authorize compensation for any officer.

ARTICLE VII

Dues and Assessments

Section 1. In accordance with the provisions of Article III of the Declaration of Covenants and Restrictions, dues and annual assessments and special assessments for the purpose of financing the activities of the corporation are charged against all lots in the plat of Sierra not owned by the corporation or by the original developers named the Sierra Partnership.

Section 2. Dues and annual assessments and special assessments shall be charged against all owners of the properties described in Article II, Section 2, of these bylaws, who have requested and been granted membership in the corporation, at the same rate charged against lots in the plat of Sierra.

Section 3. Non-payment of dues may, in addition to any other penalties prescribed in the Declaration of Covenants and Restrictions, subject the member to both loss of voting privileges and use of recreational facilities for as long as such indebtedness continues.

ARTICLE VIII

Water System Rates

Article III of the Articles of Incorporation, "Purpose and Powers," identifies the purposes for which the corporation was founded. Section 2 stipulates that the corporation will "own, operate, and maintain a water system for its members." The following provisions for establishing rates and collecting fees apply.

Section 1. The Board has the authority to establish reasonable rates, charges, and assessments as necessary to cover the cost of the development and maintenance of water sources and infrastructure, administrative costs, and the costs related to the distribution of water to the resident members of Sierra Country Club Homeowner's Association as described above in Article II Section 2 Description 1 and 2. The Board may set the water rates for those properties described in Article II Section 2 Description 2 at alternate rate(s) than those members described in Article II Section 2 Description 1. The alternate rates will be determined by the Board in their sole discretion, but in no event shall such rates be set greater than double the rate paid by Article II Section 2 Description 1 members. The amounts charged to the residential members shall be collected by the corporation or its agents.

Section 2. All charges made, demanded, or received for residential water, or for any service rendered or to be rendered in connection therewith, must be sufficient in sustaining the distribution of water and a reserve fund for repair, replacement, upgrade, or actions necessary to maintain the distribution of water to the members

Section 3. All associated facilities related to the water system shall be safe, adequate, efficient, and comply with all local and state laws, ordinances, and regulations.

Section 4. All state and county laws, codes, and regulations and requirements shall apply to the development, administration, storage, and distribution of the water system.

Section 5. A member may request that the Board set forth a payment plan for rates, charges, and/or assessments in lieu of a single payment. The Board in its sole discretion, after review of the information provided by the member, may set forth a payment plan for the member. The payment plan must be approved by a majority of the Board members.

Section 6. The Board is not granted the authority to forgive or waive water rates, charges, or assessments, with the exception of adjustments that may be granted for validated water leaks at the sole discretion of the Board of Directors.

Section 7. The board may use any method(s) necessary to collect delinquent water accounts, including but not limited to the following:

- a. Lien. The Board may file a lien against the real property associated with the delinquent account. The lien may include such amounts to bring the delinquent account current including attorney's fees, costs, fines, and interest. The lien may be foreclosed pursuant to Washington Law. In the event of foreclosure, the actual amount of attorney's fees and costs shall be included in the foreclosure amount.
- b. If an attorney is engaged for collection and/or enforcement, the lot owner shall be responsible for all attorney's fees and costs.
- c. Small Claims. The Board may authorize an individual to act on behalf of the Corporation to bring a small claims action against the delinquent member to pursue collection of the delinquent account. Any judgment received in the small claims court may be certified and filed in the Superior Court in order to constitute a lien against the property.
- d. The purchasers of lot(s) within the said property, by the acceptance of deeds shall become personally obligated to pay such dues or assessments including interest, upon the lot or lots purchased by them and shall be subject to these enforcement provisions.
- e. A statement for release of the corporation's liens shall be provided upon payment in full of said lien plus accrued interest.
- f. Lesser Methods. The Board may contract with an attorney and/or collections agency to attempt to collect any delinquent payment. Any costs of such collection action shall be assessed and be due from the owner of the real property whose accounts are being sought to be collected.

ARTICLE IX

General Provisions

Section 1. Corporate Seal. The seal of the corporation shall be circular in form and shall contain the words "Sierra Country Club" and "Corporate Seal" and "Washington" and "1968" in the form and style as hereinafter impressed upon these bylaws.

Section 2. Fiscal Year. The fiscal year of this corporation shall end on December 31 in each year. This date may be changed at any time by a majority vote of the Board of Directors.

Section 3. Amendments. These bylaws may be amended or revised at any Annual Meeting or Special Meeting by the affirmative vote of a two-thirds majority of those voting in accordance with Article III, Section 5 of these bylaws, either in person or by proxy provided that the proposed changes have been included in the meeting notice required under Article III, sections 1 and 2 of these bylaws.

Section 4. Limitation of liability of directors and officers. As set forth more fully in RCW 4.24.264 "...a member of the Board of Directors or any officer of any nonprofit corporation is not individually liable for any discretionary decision or failure to make a discretionary decision within his or her official capacity as director or officer unless the decision or failure to decide constitutes gross negligence."

Section 5. Rules. The Board of Directors is authorized to make such rules and policies as the Board, in their sole discretion, deem necessary for the proper function of the Corporation. The Board of Directors shall review the current rules and policies of Sierra and amend or change as necessary. This includes but is not limited to rules regarding use of the clubhouse and pool.

Section 6. Architectural Control.

- A. No building, fence, wall, or other structure shall be placed, erected, or altered on any lot until the construction plans and specifications and a plan showing the location of the structure on the lot have been submitted and approved in writing by the Board of Directors.
- B. Approval of the plans and specifications will be based upon the quality of materials, harmony of the exterior design with existing structures, and the location of the proposed building or structure.
 - a. In the event the Board of Directors fails to approve or disapprove these plans within forty-five (45) days following submission of plans, approval will not be required and the bylaw will be deemed to be complied with.
- C. The Board of Directors may extend building completion time, as per Article II, Section 2 of the Declaration of Covenants and Restrictions, including final grading, in increments of three (3) months for good cause shown.
 - a. Additional extensions of the construction completion deadline may be approved and will be considered on a case-by-case basis.
- D. All exterior repairs or renovations of any dwelling or outbuilding must be completed so as to present a finished appearance within three (3) months of approval of the Board of Directors.
 - a. Section C extensions as described above are also applicable to repairs and renovations when a request for extension completion is received by the Board of Directors.

Section 7. Dwelling Quality and Size.

- A. All buildings shall be of high-quality workmanship and materials. The ground floor area of the main structure of any dwelling exclusive of porches and garages, shall not be less than 850 square feet and the total area of floor space shall not be less than 1200 square feet.
- B. No dwelling or addition to a dwelling shall exceed a maximum height of seventeen (17) feet measured from the point where the main building foundation boundary, exclusive of foundation extensions for porches and decks, meets the highest point on the surface of the original grade to the highest level of the roof.
 - a. If the original grade of the lot cannot reasonably be determined due to previous grading or other alteration of the natural topography, an approximate grade may be established for this purpose by running a line between the highest point on the lot to the lowest point and passing across the foundation boundary.
- C. No unattached garage or other outbuilding shall exceed a maximum height of fifteen (15) feet measured in the same manner as that for dwellings.
- D. If size requirements set forth herein for dwellings and outbuildings pose undue restraint at a particular site, a variance may be granted by the Board of Directors if good cause is shown. Good cause shall be determined at the sole discretion and majority vote of the Board of Directors.

Section 8. Mobile, Manufactured, and Modular Homes.

- A. The Declaration of Covenants and Restrictions shall apply to all mobile or manufactured homes as defined by standards set forth by the Housing and Urban Development (HUD) Department, and the Manufactured Home Construction and Safety Act.
- B. Manufactured and mobile homes shall be permitted only in Division 2. All newly installed manufactured or mobile homes in Division 2 shall be of the type designated as “double wide” or larger.
 - a. If the size requirement set forth herein for manufactured and mobile homes pose undue restraint at a particular site, a variance may be granted by the Board of Directors if good cause is shown.
- C. Modular homes, also known as pre-fabricated, factory built, systems-built, and multi-sectional homes, will be reviewed for approval by the Board of Directors on a case-by-case basis in all Divisions, predicated on their conformity to Island County’s site-built or “stick-built” home construction standards.

Section 9. Marine View Obstruction by Trees, Shrubbery and Plantings.

- A. No trees, shrubbery, or plantings of any kind in excess of six feet in height which obstruct the marine view from another member’s residence shall be placed, planted, or maintained on any property, nor grow in excess of such height, without written permission of the Board of Directors, except for any of the mature Douglas Firs in their original location on the property determined to be in existence since 1968.
- B. Enforcement of this section shall be based on a complaint by a member or members impacted by a marine view obstruction.

Section 10. Nuisances and General Maintenance.

- A. No noxious, illegal, or offensive use of a property shall be carried on at any lot, nor shall anything be done thereon that may become an annoyance or nuisance to the neighborhood.
- B. No trash, garbage, or other refuse, junk, inoperable vehicles or those vehicles in disrepair, underbrush, or unsightly growth or other objects shall be maintained or allowed on any lot. This restriction does not apply to the controlled composting of vegetation in appropriate containers or to a modest unobtrusive compost pile on a property owner's lot or lots.
- C. All fences and buildings shall be kept in a state of good repair.
- D. All residences, garages, outbuildings or accessory structures shall be painted or stained to maintain a reasonable state of repair.
 - a. If a violation of this covenant is not corrected within thirty (30) days of written notice thereof from the Board of Directors, the association may provide necessary maintenance or cleanup.
 - b. The cost of such maintenance or cleanup shall be assessed against the lot upon which such maintenance or cleanup is performed and shall be a lien on the lot and a personal obligation of the owner and become due and payable in all respects, together with interest, attorney's fees and costs of collection as provided for other assessments.

- c. For the purpose of performing the maintenance or cleanup authorized herein, the association, through its duly authorized agent, shall have the right, after reasonable notice to the owner, to enter upon the lot at reasonable hours.

Section 11. Habitation of Temporary Structures. No structure of any temporary character; tent, shack, garage, trailer, recreational vehicle or any outbuilding or building under construction shall be used on any lot at any time as a permanent or seasonal or temporary residence or dwelling unless a permit has been issued by Island County and approval granted by the Board of Directors.

Section 12. Signage. All signage shall be submitted to the Board of Directors for approval with the exception of real estate signs or political yard signage as specified in the Revised Code of Washington (RCW) 64.38, now or amended. If the Board fails to approve signage within 15 days of submission, the sign so submitted shall be deemed to be approved.

Section 13. Dues and Assessments.

- B. For the purpose of financing the activities of the Sierra Country Club, all lots may be annually assessed or charged an equal amount fixed by the Board of Directors.
 - a. Such annual assessments are considered annual dues imposed on each lot as originally platted except those lots owned or acquired by Sierra Country Club.
 - b. The annual assessment may be increased by the Board of Directors for each year at a rate not to exceed 10 percent of the previous year's assessment.
 - c. Annual assessments are due and payable on January 1 for the year beginning January 1. Unpaid amounts not received by April 1 succeeding shall thereafter be delinquent and bear interest at the rate of ten percent per year compounded annually and reckoned from the January 1 due date.
 - d. In the event of delinquency, such assessment or dues shall constitute a lien upon the property whereby the Board of Directors may 120 days thereafter file a statement of charges or assessments due with the Auditor of Island County.
 - e. A lien may be enforced by the corporation as may any lien on real property under the law.
 - f. If an attorney is engaged for collection, enforcement, or foreclosure, the lot owner shall be responsible for attorney's fees and costs.
 - g. If said lien is foreclosed, the lot owner shall be liable for the costs and disbursement, including reasonable attorney's fees, of the corporation therein, all of which costs, disbursement and fees shall be secured by such liens.
 - h. The purchasers of lots within the said property, by the acceptance of deeds shall become personally obligated to pay such dues or assessments including interest, upon the lot or lots purchased by them and shall be subject to the enforcement provisions outlined above.
 - i. A statement for release of the corporation's liens shall be provided upon payment in full of said dues or assessment plus accrued interest.
- C. The Board of Directors is authorized to assess all lots for additional funds that exceed the corporation's reserve for contingencies.
 - a. Such assessed funds could only be used to meet any legal obligation or for the repair of damages to Sierra Country Club property from any cause not covered by insurance.
 - b. Assessments for discretionary projects may only be imposed by affirmative vote of a majority of the voting power as power as provided in Article IV, Section 3, voting in person or by proxy at any Annual or Special Meeting of the corporation.

CERTIFICATION:

I, the undersigned, do hereby certify under penalty of perjury under the laws of the State of Washington, that I am the elected and acting secretary of the Sierra Country Club a Washington Non-profit Corporation, and that the foregoing Bylaws constitute the Bylaws adopted at a meeting of the members on the 25th day of January, 2025. A vote was held and the following is the official vote tally: 129.5 voted for the changes and 29 voted against.

Signed this 25th day of January, 2025.

A handwritten signature in black ink that reads "Ty Wernet". The signature is written in a cursive, flowing style.

Ty Wernet, secretary.



**DECLARATION OF COVENANTS AND RESTRICTIONS
FOR SIERRA DIVISIONS NUMBER ONE, TWO, AND THREE
Amended January 28, 2017 (Extended through 2024)**

WHEREAS, all lots and tracts within the Plat of Sierra, Division Number 1, according to the plat thereof recorded in the office of the Island County Auditor of Island County, Washington are subject to an original declarations of covenants and restrictions recorded May 24, 1968 and

WHEREAS, all lots and tracts within the Plat of Sierra, Division Number 2, according to the plat thereof recorded in the office of the Island County Auditor of Island County, Washington are subject to an original declaration of covenants and restrictions recorded October 14, 1968 and

WHEREAS, all lots and tracts within the Plat of Sierra, Division Number 3, according to the plat thereof recorded in the office of the Island County Auditor of Island County, Washington are subject to an original declarations of covenants and restrictions recorded June 4, 1969 and

WHEREAS, Article V, Section 1 of the respective covenants and restrictions for Divisions 1,2, and 3, provide that said covenants and restrictions shall be automatically extended after 25 years unless the majority of owners of all lots within the respective divisions 1, 2, and 3 sign an instrument agreeing to change the covenants and restrictions; and

WHEREAS, a purpose of changing the declaration of covenants and restrictions affecting each division is to consolidate the covenants and restrictions; and

WHEREAS, a majority of owners of each division within the Plat of Sierra have consented by written instrument to change the covenants and restrictions of Sierra Division Numbers 1, 2, and 3 as set forth below:

NOW, therefore, the Board of Directors of Sierra Country Club, by and through its undersigned President and Secretary having been duly authorized by a majority of the owners of the lots within each of the three divisions of Sierra, does hereby execute these amended covenants and restrictions covering all property located within the Plat of Sierra, Division Numbers 1, 2, and 3, Island County, Washington.

**ARTICLE I
GENERAL PURPOSE OF CONDITIONS**

The property is being subjected to this Declaration to the restrictions, covenants, conditions, reservations, easements, liens, and charges hereby declared to insure the best use and the most appropriate development of each building site thereof; to protect the owners of building sites against such improper use of surrounding building sites as will depreciate the value of their property; to preserve, so far as practicable, the natural beauty of said property; to guard against the erection thereon of poorly designed or proportioned structures and structures built of improper or unsuitable materials; to obtain harmonious color schemes; to insure the highest and best development of said property; to encourage and secure the erection of attractive homes thereon with appropriate locations thereon on building sites; to prevent haphazard and inharmonious improvement of building sites; to secure and maintain proper setbacks from streets, and adequate free spaces between structures; and in general to provide for a high type and quality of improvement of said property, and thereby to enhance the value of investments made by purchasers of lots thereon.

ARTICLE II COVENANTS AND RESTRICTIONS

1. Land Use. All lots within the plat of Sierra shall be used only as permitted by the covenants and restrictions contained in this Declaration and Island County regulations. The uses of the property allowed by this document may be changed only by approval of a majority of the voting power, as provided in Article IV, Section 3, of this Declaration, at a regular or special meeting of Sierra Country Club. All lots within the plat of Sierra shall be used only for single-family residences, except for any lots which are specifically designated on the plat or by the board of directors as park, recreational or green space.

2. Architectural Control. No building, fence, wall, or any other structure shall be placed, erected, or altered on any lot until the construction plans and specifications and a plan showing the location of the structure on the lot have been submitted and approved in writing by the board of directors. Approval of the plans and specifications will be based upon the quality of materials, harmony of exterior design with existing structures, and the location of the proposed building or structure with respect to the topography and finish grade elevation. In the event the board of directors fails to approve or disapprove within 45 days after the plans and specifications have been submitted, approval will not be required and this section will be deemed to be complied with. The work of construction of all buildings and structures shall be prosecuted diligently and continuously from the ground breaking until the exteriors of such buildings and structures are completed and painted or otherwise suitably finished including final grading within six (6) months of the date of commencement. However, the board of directors may extend completion time up to three (3) months for good cause shown. All exterior repairs or renovations of any dwelling or outbuilding must be completed so as to present a finished appearance within three (3) months of notification by the board of directors.

3. Dwelling Quality and Size. It is the intention and purpose of these covenants to insure that all dwellings shall be of high quality workmanship and materials. The ground floor area of the main structure of these dwellings, exclusive of open porches and garages, shall not be less than 850 square feet and the total area of floor space shall not be less than 1200 square feet.

No dwelling shall exceed a maximum height of seventeen (17) feet measured from the point where the main building foundation boundary, exclusive of foundation extensions for porches and decks, meets the highest point on the surface of the original grade to the highest level of the roof. If the original grade of the lot cannot reasonably be determined due to previous grading or other alteration of the natural topography, an approximate grade may be established for this purpose by running a line between the highest point on the lot to the lowest point and passing across the foundation boundary.

No unattached garage or other outbuilding shall exceed a maximum height of fifteen (15) feet measured in the same manner as for dwellings.

If the height requirements set forth herein for dwellings and outbuildings pose undue restraint at a particular site, a waiver may be granted by the board of directors.

Additions to, and renovations of, existing structures must meet height requirements for dwellings and outbuildings.

4. Building Location: No dwelling, unattached garage or other outbuilding shall be located on any lot nearer than twenty (20) feet from any street side property line nor nearer than five (5) feet from any interior property line. On waterfront lots, no building or structure shall be nearer the bluff than permitted by Island County authorities. In the event that adjacent lots are held under a common ownership, they will be considered to be one lot for the purpose of this article only.

5. Mobile and Modular Homes. This entire Declaration of Covenants and Restrictions shall apply to all mobile homes, also called manufactured homes, and to modular homes, also called multi sectional homes. Mobile and modular homes shall be permitted only in Division 2 and all newly installed mobile homes shall be of the type designated "double wide" or larger.

6. Easements. The board of directors reserves perpetual easements over, under and across the five feet on the street side borders of each lot for the purposes of construction, maintenance and operation of utilities.

7. Trees, Shrubbery, and Plantings. No trees, shrubbery, or plantings of any kind in excess of six feet in height which obstruct the marine view from another owners residence shall be placed, planted or maintained on any of the property, nor shall any such tree, hedge, shrub, or planting be allowed to grow in excess of such height, without written permission of the board of directors; provided that nothing in this covenant shall be deemed to apply to the mature Douglas Firs in their original location on the property.

8. Nuisances, and General Maintenance. No noxious, illegal, or offensive use of property shall be carried on any lot, nor shall anything be done thereon that may become an annoyance or nuisance to the neighborhood. No trash, garbage, or other refuse, junk, vehicles in repair, underbrush, or unsightly growth or objects shall be maintained or allowed on any lot. This restriction does not apply to the controlled composting of vegetation in appropriate containers or to a modest unobtrusive compost pile on owner's own property. All fences and buildings shall be kept in a state of good repair. All residences, garages, out buildings shall be painted or stained from time to times so as to maintain a reasonable state of repair. If a violation of this covenant is not corrected within thirty (30) days of written notice thereof from the board of directors, the association may provide necessary maintenance or cleanup. The cost of such maintenance or cleanup shall be assessed against the lot upon which such maintenance or cleanup is performed. The cost of any such maintenance or cleanup shall be a lien on the lot and a personal obligation of the owner and become due and payable in all respects, together with interest, attorney's fees and costs of collection as provided for other assessments. For the purpose of performing the maintenance or cleanup authorized herein the association, through its duly authorized agent shall have the right, after reasonable notice to the owner, to enter upon the lot at reasonable hours.

9. Habitation of Temporary Structures. No structure of any temporary character, tent, shack, garage, house trailer, recreational vehicle or any outbuilding or building under construction shall be used on any lot at any time as a permanent or seasonal or temporary residence or dwelling unless approved by the board of directors and a permit has been issued by Island County.

10. Signs. No sign of any kind shall be displayed to the public view on any lot, with the exception of "For Sale" and "For Rent" signs, without approval of the board of directors.

11. Livestock. No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any of the property, except that dogs, cats, and other domesticated household pets may be kept provided they are not kept, bred or maintained for any commercial purpose.

12. Sewerage Systems. No individual sewerage disposal system shall be permitted on any lot unless that system is designed, located and constructed in accordance with the requirements and recommendations of the state and local health authorities.

13. Exemptions. Existing buildings and structures and those which have been approved for construction or installation prior to the effective date of these revisions are exempted from compliance with any differing requirements set forth in this article.

ARTICLE III SIERRA COUNTRY CLUB

1. Membership. The owner of each lot of the said property shall be a member of the Sierra Country Club.

2. Dues and Annual Assessments. For the purpose of financing the activities of the Sierra Country Club, all lots may be annually assessed or charged an equal amount fixed by the board of directors. Such annual assessments are considered annual dues imposed on each lot as originally platted except those lots owned or acquired by Sierra Country Club.

The annual assessment for the year beginning January 1, 1994, is at the rate of \$70.00 per lot.

The annual assessment may be increased by the board of directors for each year after 1994 at a rate not to exceed 10 percent of the previous year's assessment.

Annual assessments are due and payable on January 1 for the year beginning January 1. Unpaid amounts not received by April 1 succeeding shall thereafter be delinquent and bear interest at the rate of ten percent per year compounded annually and reckoned from the January 1 due date.

Upon becoming delinquent such assessment or dues shall constitute a lien upon the property. The Sierra Country Club may thereafter file a statement of charges or assessments due with the Auditor of Island County. A statement for release of Sierra Country Club's liens shall be provided upon payment in full of said dues or assessment plus accrued interest. A lien may be enforced by the Sierra Country Club as may any lien on real property under the law. If an attorney is engaged for collection, enforcement, or foreclosure the lot owner shall be responsible for attorney's fees and costs. If said lien is foreclosed, the lot owner shall be liable for the costs and disbursement, including reasonable attorney's fees, of the Sierra Country Club therein, all of which costs, disbursement and fees shall be secured by such liens. The purchasers of lots within the said property, by the acceptance of deeds shall become personally obligated to pay such dues or assessments including interest, upon the lot or lots purchased by them shall be subject to the enforcement provisions outlined above.

3. Special Assessments. The board of directors is authorized to assess all lots for additional funds that exceed the Sierra Country Club's reserve for contingencies. Such assessed funds could only be used to meet any legal obligation or for the repair of damages to Sierra Country Club property from any cause not covered by insurance.

Assessments for discretionary projects may only be imposed by affirmative vote of a majority of the voting power as provided in Article IV, Section 3, voting in person or by proxy at any annual or special meeting of Sierra Country Club.

ARTICLE IV DEFINITIONS

Whenever used in this Declaration, the following terms shall have the meaning given them in the definitions set out below:

1. The **property** shall mean all three (3) of the divisions of the land encompassed within the plat of Sierra, Island County, Washington
2. **Greenspace** shall mean those lots owned by Sierra Country Club and:
 - a. Not encumbered by any substantial structure or dwelling,
 - b. Not designated for used as a roadway or parking area,
 - c. Left in their natural or undisturbed state if wooded, or properly vegetated and landscaped.

3. **Voting power**, where used in this Declaration, shall mean that each owner shall be entitled to one vote for each lot owned, but no more than one vote per lot shall be cast regardless of the number of owners thereof. The Sierra Country Club is not eligible to vote the lots owned by it.

4. **Association** shall refer to the Sierra Country Club.

ARTICLE V GENERAL PROVISIONS

1. Term. These covenants and restrictions are to run with the land and shall be binding on all parties and persons claiming under them for a period of ten (10) years from the date these Declarations are recorded. After the period of ten (10) years the covenants and restrictions shall be automatically extended for successive periods of ten (10) years unless a majority of the voting power, as provided in Article IV, Section 3, of the Declaration has agreed in writing to extinguish or change the covenants and restrictions in whole or in part and such agreement has been duly recorded with the Auditor of Island County. The signed agreements of the owners to extinguish or change the covenants and restrictions must be received by the board of directors within the period beginning sixty (60) days prior to and ten (10) days prior to the end of the ten year effective period of this Declaration.

2. Amendment of Declaration. This Declaration may be amended at any time by two thirds majority of the voting power as provided in Article IV, Section 3, at any annual meeting or any special meeting specifically called for that purpose.

3. Inspection. The association, through its duly authorized agent, and after reasonable notice to the owner, is hereby authorized to visit any or all of the lots at reasonable times for the purpose of aiding in the enforcement of these covenants and restrictions.

4. Enforcement. The Sierra Country Club is hereby charged with the authority to and obligation of enforcing the terms of this Declaration. Enforcement may be by proceedings in equity or at law against any person or persons violating or attempting or threatening to violate any of the covenants or restrictions hereof, either to restrain the violation or to recover damages. In the event that the Club fails to take appropriate action for the enforcement of the covenants and restrictions hereof within a reasonable time after violation or threatened or attempted violation is brought to its attention in writing, any person or persons then owning a lot or lots within the property may take such steps in law or in equity that may be necessary for enforcement. Any damages recovered in an enforcement proceeding shall inure to the benefit of the person or persons damaged by the violation involved.

The party prevailing in any enforcement proceeding, whether in law or in equity, shall have from his opponent any attorney's fees that the court may deem reasonable.

5. Severability. Invalidating of any one of these covenants and restrictions or any part of them by judgment or court order shall in no way affect any of the other provisions hereof. The remaining covenants and restrictions shall remain in full force and effect.

December 16, 1993 Amendment:

In witness whereof PATRICIA L. COZINE, President, and KAY HUNTER, Secretary. Duly notarized and recorded with the Auditor of Island County, Washington, December 16, 1993, File Number 93025705.

January 28, 2017 Amendment:

In witness whereof GARY MCINTYRE, President, and WIONA WALTON, Secretary. Duly notarized and recorded with the Auditor of Island County, Washington, March 24, 2017, File Number 4419385.

Original signed documents on file with the Sierra Secretary.



ARCHITECTURAL CONTROL POLICY

Approved by the Board of Directors: Jul 15, 2015; Jan 20, 2016; Jul 20, 2016; Apr 19, 2017; Aug 15, 2018; Sep 16, 2020; Oct 21, 2020; Apr 21, 2021, Aug 17, 2022

Purpose: This policy provides supporting detail and clarification related to the governing documents of the Sierra Country Club Homeowners Association, to include the Articles of Incorporation, Bylaws, and Declaration of Covenants and Restrictions.

Background: One of Sierra Country Club's primary responsibilities is to enforce the provisions of its governing documents. This commitment results in an HOA that prioritizes quality of life by working within the scope of its authority to preserve and protect the property values of its members. While this policy provides support and clarity to the governing documents, nothing within it should be interpreted as restrictive of routine maintenance and repair that would restore a structure to its original state.

Architectural Control Policy Contents: (Access links to skip ahead: in Word, press ctrl and click; in PDF, just click):

1. [New home construction](#)
2. [Architectural projects defined](#)
3. [Architectural project details and requirements](#)
4. [Fences and decks](#)
5. [Unattached accessory buildings](#)
6. [Septic systems](#)
7. [Cross-connection control](#)
8. [Demolition, rebuilding, removal, and replacement of structures, mobile, and manufactured homes](#)
9. [Board approval process](#)
10. [Variance requests](#)
11. [Projects typically not requiring board approval](#)
12. Resources found in the [Media Library](#) on [sierrahoa.com](#)

1. New home construction:

- a. New home construction within Sierra is dependent upon receipt of a residential water connection. Application details and construction timelines are addressed in the Water Connection Approval (WCA) Policy and Procedure.
- b. Architectural project requirements as described below apply also to new construction unless otherwise noted.

2. Architectural projects defined:

- a. Architectural projects include, but are not limited to, the following:
 - i. Exterior structural remodel project or addition
 - ii. Structural additions that alter the footprint and/or appearance of the original structure
 - iii. New fences, decks, trellises, gazebos, and shade structures
 - iv. The construction or placement of unattached accessory structures (outbuildings) including prefabricated sheds.
 - v. Demolition/rebuilding of a structure or removal/replacement of a mobile or manufactured home.

3. Architectural project details and requirements:

- a. Except where noted otherwise, board approval through the [Project Completion Agreement \(PCA\) Service Request](#) on [sierrahoa.com](#) process is required for architectural projects as defined above.
 - i. Interior remodel projects that do not alter the exterior of the structure do not require board approval except when construction trailers, dumpsters, portable restrooms, etc., are used during the interior remodel. See paragraph "d" below.
- b. Construction may commence only after the property owner receives written board approval.
- c. In the event a property owner determines it is necessary to utilize an agent to interact with the association or its board of directors during an architectural or new construction project, a specific

authorization from the property owner(s) is required to facilitate this surrogate relationship. (See the [Agent Authorization Procedure and Form](#)).

- d. Notification of the use of non-permanent or portable structures to include construction dumpsters, storage containers, portable restrooms, or any other portable or non-permanent structure used during architectural or construction projects should be included on the PCA form when submitted for approval. Requirements for placement include:
 - i. The structures must not encroach upon or block public rights of way, roadways, utility easements, or ingress/egress to neighboring properties.
 - ii. Dumpsters and portable restrooms must be routinely emptied and maintained.
 - iii. All non-permanent or portable structures used for construction purposes must be removed at the conclusion of the construction project, and/or by the project's completion deadline.
- e. Exterior construction may commence after 7:00 am, and must conclude by 7:00 pm, or by sundown; whichever is earlier. (This time constraint does not apply to emergency repairs).
- f. For new structures, the maximum structure height of 17 feet for residences, and 15 feet for unattached outbuildings, will be measured from the highest original grade within 5 feet of the proposed foundation. A marking stake is to be placed at that location and remain through construction and an email copy of the plans / elevations should be forwarded to the architecture director for verification. Remodels and additions will be measured from the existing foundation/footing to the roof ridge line of the original structure to ensure the new structure does not exceed 17 feet in height.
- g. The original dwelling, additions/remodels, and unattached outbuildings must be a minimum of twenty (20) feet from the street-side property line, and a minimum of five (5) feet from interior property lines.
- h. Architectural projects NOT requiring Island County building permits must be completed within six (6) months of board approval.
- i. Projects requiring building and/or other permits must be completed within six (6) months of the issue date of applicable permits.
- j. A deadline extension for architectural projects may be provided for good cause following the property owner's written request to the board. (For new home construction projects, see conditions and applicable requirements in the [WCA policy](#)).
- k. The board reserves the right to inspect architectural projects to ensure compliance with covenants and policies.

4. Fences and decks:

- a. General provisions
 - i. Following board approval, the property owner must obtain any applicable county permits and must adhere to all county building ordinances.
 - ii. It is recommended that property owners have their property boundaries surveyed when constructing a fence to ensure there is no encroachment onto a neighboring property.
 - iii. Plans for new fencing, new decks, or for replacement of a fence or deck using different materials and/or constructed outside the footprint of the original fence or deck must be submitted and approved by the board through the PCA process.
 - iv. Fences may be no taller than six (6) feet with the fence posts or post caps extending no more than three (3) inches above the six-foot height restriction.
 - v. Fences must be constructed of quality materials and must be deemed by the board to be "in harmony" with the exterior design of existing structures.
 - vi. Fences and decks must be completed within six (6) months from the date of board approval or the date of building permit issuance (if applicable); whichever is later.
- b. Materials that are generally approved include:
 - i. Wood fences (board or split-rail) that are either stained, painted, or allowed to weather naturally.
 - ii. Wood post and heavy gauge wire fencing.
 - iii. Synthetic/composite deck or fence boards in natural colors.
 - iv. Coated chain link of a neutral color with wood posts and frames.
- c. Materials that are generally NOT approved include:
 - i. Agricultural/farm-style fencing materials using metal or "T" fence posts
 - ii. Barbed wire, chicken wire, or other thin gauge wire fencing.

- iii. Standard metal chain link fencing using metal posts.
- iv. Concrete retention blocks. (Concrete blocks may be used for soil stabilization and landscaping but are not approved for fencing).

5. Unattached accessory structures (outbuildings):

- a. Unattached accessory structures, both prefabricated and those constructed on site, may only be placed or constructed on the property owner's lot containing the property owner's single-family dwelling, or on the property owner's adjoining lot.
- b. Unattached outbuildings are subject to the provisions of the covenants and policies described in Section 3 above.

6. Septic systems:

- a. Septic systems within Sierra must be designed, constructed, installed, and maintained in accordance with all requirements, standards, and regulations of the Washington State and Island County Public Health Departments.
- b. If it is determined during septic system design that the property owner will utilize an additional lot for a drain field or reserve area, the lot in question must be located immediately adjacent to or directly across the street from where the residence will be built or remodeled. If the septic line crosses a street within the Plat of Sierra, the line must be double-piped and at least eighteen (18) inches below any water lines located in the vicinity of the proposed transport line.
- c. Septic system transport lines that cross another owner's property or cross the street must contain metal tracer lines and must be marked with standard green sewage marker posts on each side of the road or property where the transport lines cross. These posts must be maintained in good condition by the septic system owner.
 - i. The septic system owner must notify the board of the existence and location of transport lines that cross another owner's property or a Sierra street. This information is retained on a Sewage Transport Line Location log.

7. Cross-connection control (water distribution protection):

- a. The Cross Connection Control Program (CCCP) is required to protect the Sierra water distribution system from contamination from cross connections at residences and other structures connected to the system.
- b. It's the homeowner's responsibility to take all measures necessary to prevent contamination of the plumbing system within the residence from back flowing under any condition through a cross connection to the Sierra water distribution system.
- c. Any changes or additions within the residence that presents a risk of cross-contamination (e.g., addition of hot tubs, water filtration/softening systems, sprinkler systems, etc.) should be immediately reported to the board. See the [CCCP policy](#) on sierrahoa.com for further information.

8. Demolition, rebuilding, removal, and replacement of structures, mobile, and manufactured homes:

- a. Architectural project requirements described above apply to demolition, removal, and replacement projects unless otherwise noted.
- b. The property owner must obtain appropriate local, county, and/or state permits and follow all regulations related to demolition and rebuilding a structure or removal and replacement of a mobile or manufactured home.
- c. The property owner must submit a "Notice of Intent" form and provide associated documentation to the board prior to demolition and the rebuilding of structures or to remove and/or replace mobile or manufactured homes.
- d. Demolition and rebuilding of a structure and removal/replacement of a mobile or manufactured home must be completed within six (6) months of the issuance of applicable permits.
- e. To retain the existing water connection, the property owner must maintain active water service during and following the project.
- f. If a property owner decides not to immediately replace a demolished or removed structure,

manufactured, or mobile home, the property owner may retain the water connection for a future rebuild or replacement as long as active water service is continuously maintained.

- g. If the property owner decides NOT to replace a structure, mobile, or manufactured home, following demolition or removal, and wishes to disconnect the property from the water system, the property owner must make a request to the board to uninstall the meter and cap the water connection. The property owner is responsible for all associated fees. When water service is disconnected, the property owner forfeits the rights to the water connection. If/when the property owner wishes to reconnect to the water system, he/she/they must apply for a new water connection through the WCA process, and the property owner is subject to all WCA eligibility requirements.
- h. See the Notice of Intent form for additional details and information.

9. Board approval process:

- a. New home construction approval is defined in the Water Connection Approval (WCA) Policy and Procedure.
- b. Demolition of a structure or removal/replacement of a mobile or manufactured home is defined in the Notice of Intent form.
- c. Approval for all other architectural projects:
 - i. Submission of a completed [Architectural Project Completion Agreement Service Request](#) on [sierrahoa.com](#) to the Architecture Director.
 - ii. Exterior design plans with a description of the project and a diagram showing the placement of the structure on the lot with applicable set-backs from property lines and roadways. (Photos of similar architectural structures or styles are helpful).
 - iii. Structural dimensions and elevations of the structure from the highest original grade for new construction, and/or foundation/footing for remodels/additions.
 - iv. Materials that will be used.
 - v. Placement of construction dumpsters, containers, and portable restrooms
 - vi. Date of building permit issuance (if applicable).
 - vii. The Architecture Director will review the PCA submission with the board at the next monthly board meeting following submission, and provide the property owner notification of status within 72 hours of board review.

10. Variance requests:

- a. In rare circumstances, the board may grant a variance from the bylaws, covenants, or policies if it deems a policy places undue restraint at a particular site. See the Variance Application for additional details and requirements.

11. *Projects that typically DO NOT require board approval:

- a. Repair or maintenance to an existing structure that would return it to its original state.
- b. An existing deck, fence, trellis, shade structure, or gazebo that is replaced with the same or similar materials and that remains within the footprint of the original structure.
- c. Garden fencing used for temporary protection of single trees and plants.
- d. Garden fencing for small areas that total 100 square feet or less per lot.
- e. Garden or other fencing that is not visible from the street or by any Sierra neighbor.
- f. Soil stabilization (retention) projects, landscaping, or hardscaping projects (concrete, asphalt, pavers, decorative boulders, etc.).
- g. Hedges, trees, or privacy vegetation. Such plantings are subject to 6 (six) foot height restrictions.

**Note: While board approval for the projects described above may not be required, this does not preclude property owner responsibility to identify and obtain any applicable local or county permits. Contact the Architecture Director if there are questions regarding the need for board approval.*

Resources found on [sierrahoa.com](#)

- [Agent Authorization Procedure and Form](#)
- [Architectural Project Completion Agreement](#)
- [Notice of Intent to Demolish, Rebuild, Remove, or Replace a Dwelling or Outbuilding](#)
- [Variance Application](#)
- [Water Connection Approval Policy and Procedure \(WCA\)](#)

SIERRA COUNTRY CLUB WATER RATES AND PAYMENTS

Meters are read quarterly. Billings cover the prior three-month period. Water quality information is available upon request.

NOTE: DUE DATE ON FRONT OF BILL

DELAYED PAYMENT PENALTY:

All water bills are due and payable upon receipt.

- Any bill not paid in full thirty (30) days from the date of the bill will incur a late fee assessment of \$25.00 which will be added to the total amount due.
- Any bill not paid in full (60) sixty days from the date of the bill is delinquent and will be assessed another \$25.00 late fee which will be added to the full amount due until paid in full.
- An additional late fee of \$25.00 will be assessed each month until the bill is paid in full.
- Additionally, If the bill is not paid in full after 60 days a certified "Water Shut Off" letter (mailing costs assessed to the account) will be sent to the account holder advising that the water will be shut off in (30) thirty days if the account is not paid in full.
- Twenty-eight (28) days after the certified letter is sent, a notice will be posted to the door of the home where water is received. The posting will state that the account holder has 48 hours to pay the bill, or the water will be shut off.
- If the water bill is unpaid at the end of the 48 hours-notice, the water will be shut off and the additional fees for shut off, and restoration of service will apply as defined below.
 - A \$170.00 shut off AND restoration of water service fee will be assessed if water service is turned off and restored.
- The full bill and all fees must also be paid in full to restore service unless the board agrees to a payment plan.

Water customers are responsible to keep the area around the meter clear, so the meter is easily accessible for reading. If the area is not clear the customer will be notified that the area needs to be cleared. If the area is not clear by the next meter reading, then Sierra will clear the area, and the customer will be billed \$50 for that service. This amount will be added to the water bill. Water customers are responsible for, and will be charged, for any returned check fees.

EFFECTIVE DATE: January 1, 2026

RATE SCHEDULE:

Base rate of \$300.00 for 0-8,200 gallons used

Plus \$0.088 per gallon for 8,201-15,000 gallons used

Plus \$0.213 per gallon for 15,001 or more gallons used

EXAMPLE: A dwelling water meter shows that 11,200 gallons were used during on quarter billing period:

Base rate for first 8,200 gallons: \$ 300.00

11,200-8,200=3,000 X \$.088 \$ 264.00

Total water bill for quarter: \$ 564.00



Sierra Country Club
2685 San Juan Street
Coupeville, WA 98239

Pursuant to Article III Section 3 Special Assessments of the Declaration of Covenants, Conditions, and Restrictions of Sierra and pursuant RCW 64.38.065 the 15-yr Special Assessment of \$6,750.00 per platted lot was formally approved by a quorum supported vote of the membership at the annual meeting held on January 28, 2023 and is now a binding obligation of the Sierra HOA.

This 15-year Special Assessment is to increase the funds in the infrastructure (piping) reserve account to help cover the costs of future replacements or repair of the infrastructure piping.

The 15-year Special Assessment is billed annually in increments, per platted lot, along with the HOA Dues. Starting in 2023 with \$100 and each year increases by \$50 for the duration of the assessment. See payment schedule below.

This 15-year Special Assessment is not required to be paid in full upon the transfer of property ownership. Any remaining balance will automatically transfer to the new owner, who assumes the annual billing obligation per platted lot. Full payoff of this special assessment is not a condition at time of property ownership transfers. If there is a balance at the time of closing, buyers and sellers may choose to negotiate a payoff of the remaining balance as part of the real estate transaction. The new owners will assume the assessment obligation billed annually, per platted lot, along with the HOA Dues if balances are still owing from prior owner.

Total obligation of the 15-year Special Assessment per platted lot is \$6,750.00 and the following is the schedule of payments:

2023	\$100.00	2031	\$500.00
2024	\$150.00	2032	\$550.00
2025	\$200.00	2033	\$600.00
2026	\$250.00	2034	\$650.00
2027	\$300.00	2035	\$700.00
2028	\$350.00	2036	\$750.00
2029	\$400.00	2037	\$800.00
2030	\$450.00		

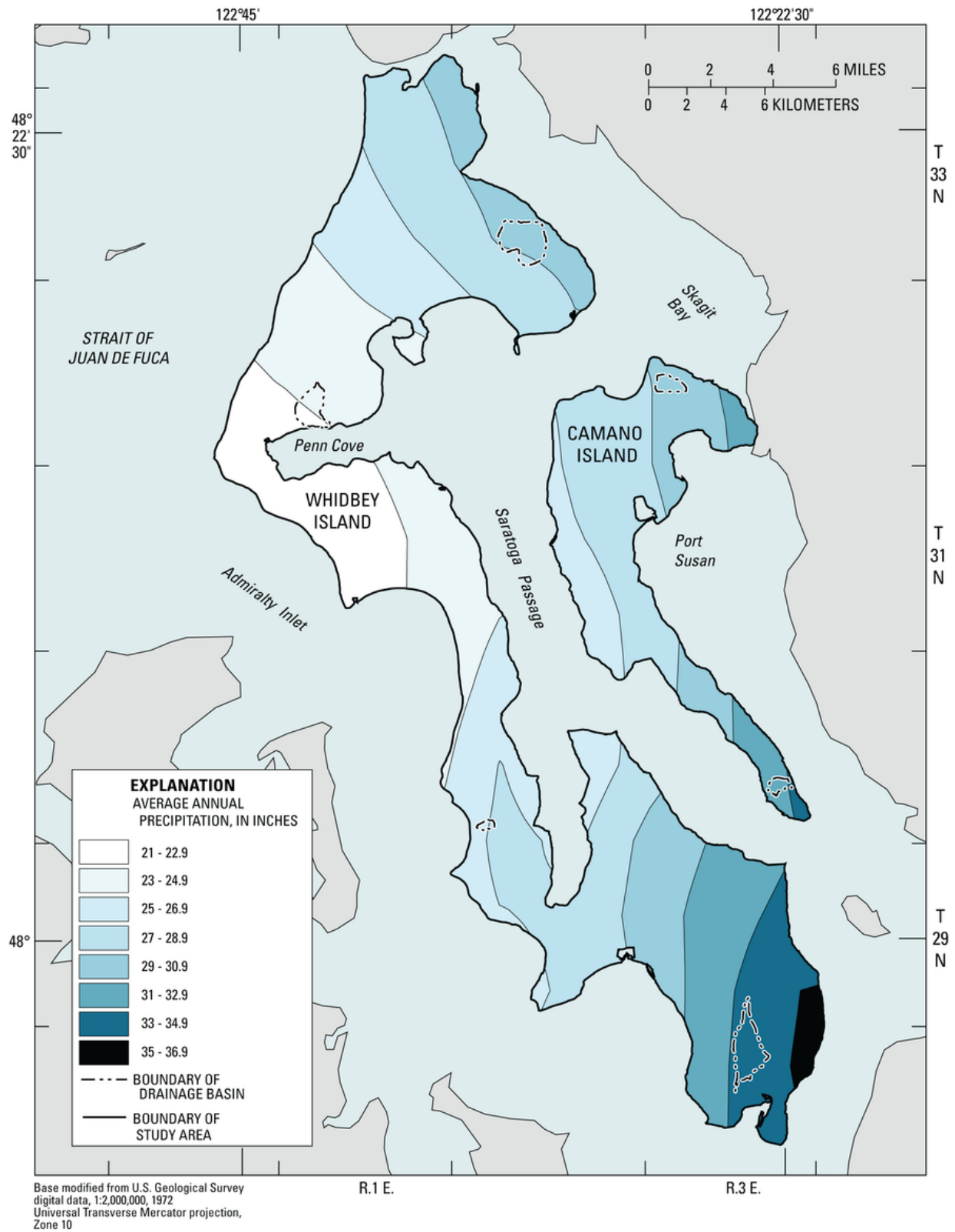


Figure 3. Average annual precipitation on Whidbey and Camano Islands, Island County, Washington. Precipitation values are from gridded values from PRISM (Oregon Climate Services, 1999) for 1961-90.

North Whidbey Trail Map

Legend

Points of Interest

- ⊗ Public Beach Access
- ⊙ Boat Ramp
- ⚓ Public Dock/Marina
- ⊕ Public Park/Open Space
- Ⓜ Trailhead
- ⚓ Ferry Terminal
- Ⓜ Kayak Campsite
- Ⓜ Sports Activity Center
- ★ General Point of Interest

Off-Street Routes

- Off-Street Trails
- ⋯ Low Tide Trails

Other Map Features

- State Routes
- Public Open Space

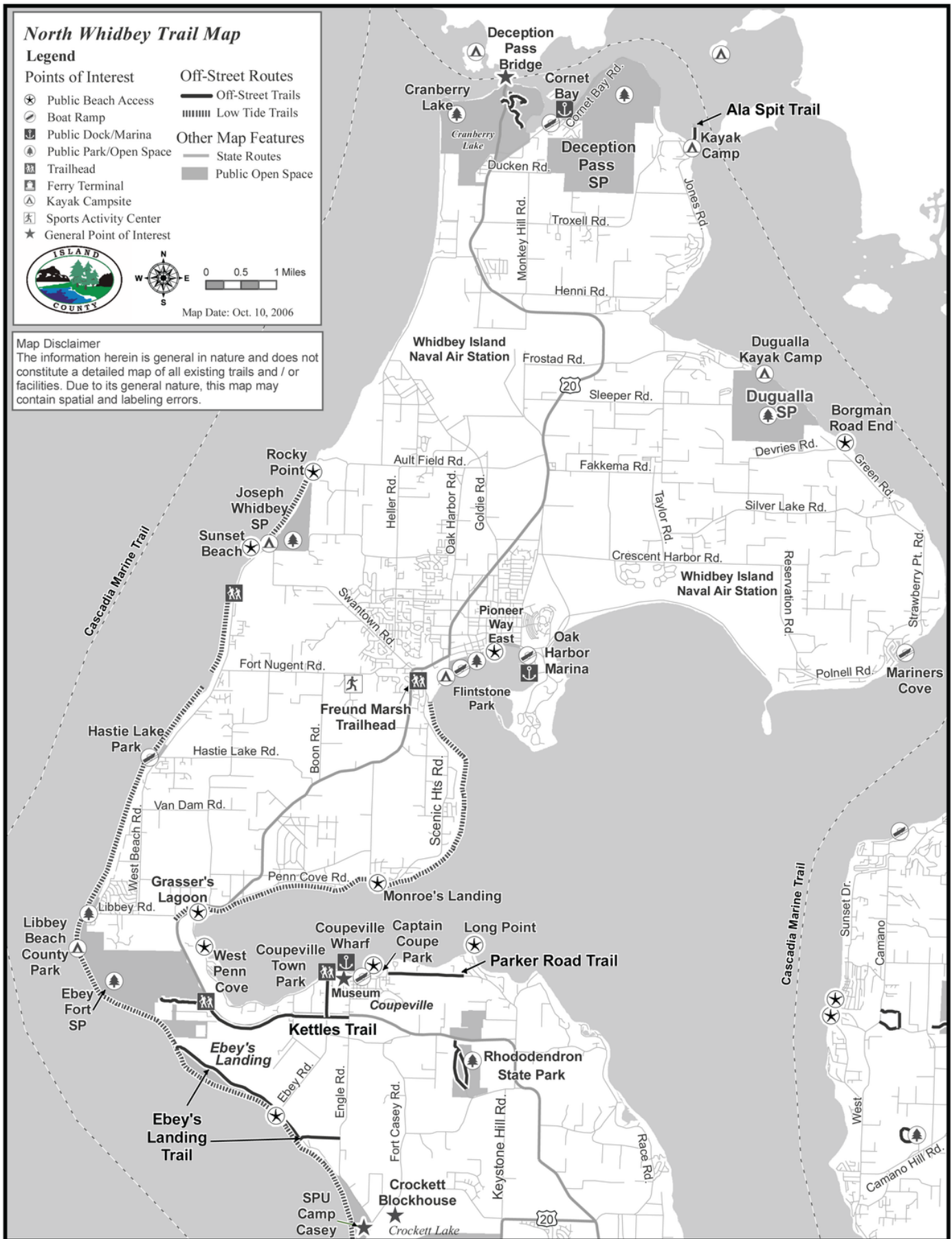


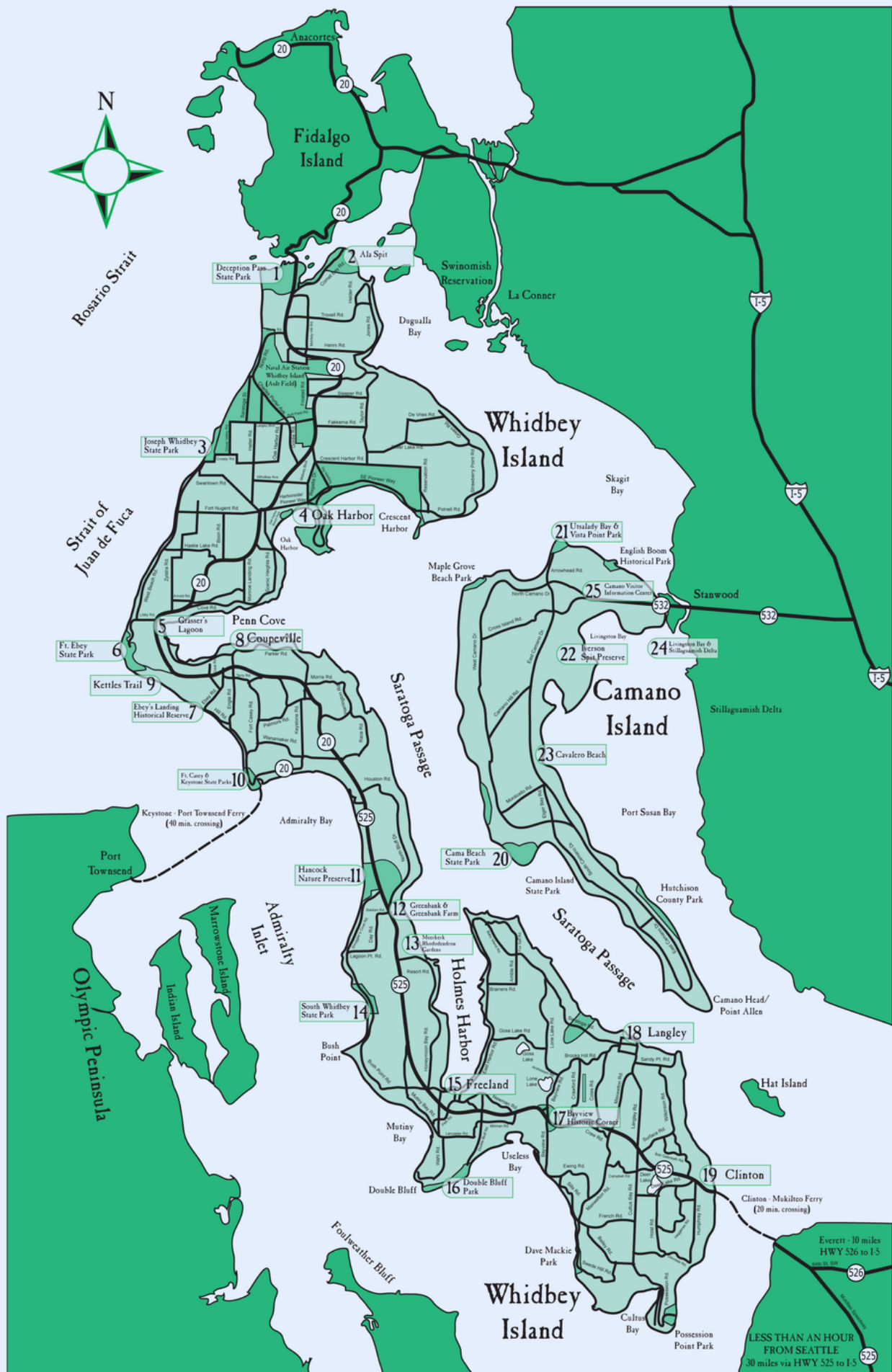
0 0.5 1 Miles

Map Date: Oct. 10, 2006

Map Disclaimer

The information herein is general in nature and does not constitute a detailed map of all existing trails and / or facilities. Due to its general nature, this map may contain spatial and labeling errors.







KRISTEN STAVROS
WINDERMERE WHIDBEY ISLAND

2591 EL MAR STREET
COUPEVILLE



THANK YOU FOR VIEWING THE PROPERTY!

Thank you to all the agents and potential buyers who viewed this beautiful home. If you're working with an agent, please direct all questions through them and refrain from contacting the listing agent directly. Your agent is here to help you navigate the home buying process and make informed decisions.

We appreciate your interest in our listing and wish you the best in your search for your dream home.



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STAVROS
H O M E S

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