

STAVROS
HOMES

WELCOME TO

817 SHORECREST DR OAK HARBOR


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

817 SHORECREST DR
OAK HARBOR



PROPERTY DETAILS

Custom-built waterfront retreat on Dugalla Bay with 60 feet of no-bank beach and sweeping views of Mount Baker, passing boats, and soaring eagles. Built in 2003, this nearly 3,000 sq. ft. home offers 2 bedrooms plus 2 additional finished rooms, with flexible living on both levels. Walls of windows, plantation shutters, and a custom fireplace with built-ins create warmth and character throughout, while main-level living adds ease. Upstairs, generous bonus spaces—including a large room above the garage—offer endless potential for work, play, or retreat. Outside, a Nantucket-inspired cottage garden—featured on the Oak Harbor Garden Tour—includes a greenhouse, fountain, magnolia tree, and lush perennials. Across the street, a fenced estuary garden with fruit trees and berries expands the possibilities. Crab, fish, or simply take in sunrise over the bay and alpenglow on Mount Baker—this is Whidbey waterfront living at its finest.

PRICE

\$1,349,990

BED/BATH

2 / 2.75

FINISHED SQFT

2,986

GARAGE

2 car



KRISTEN STAVROS

360.720.4271

KRISTEN@STAVROSHOMES.COM
@KRISTENONWHIDBEY





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@kristenonwhidbey

STAVROS
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FLOORPLAN & MAPS

817 SHORECREST DR
OAK HARBOR



MAIN

Total: 2784 sq. ft

1st Floor: 1365 sq. Ft, 2nd Floor: 1419 sq. ft

Excluded Areas: Garage: 492 sq. Ft, Deck: 434 sq. Ft, Open To Below: 81 sq. Ft,
Low Ceiling: 250 sq. Ft, Walls: 220 sq. ft

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



Kristen Stavros

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✉ kristen@stavroshomes.com

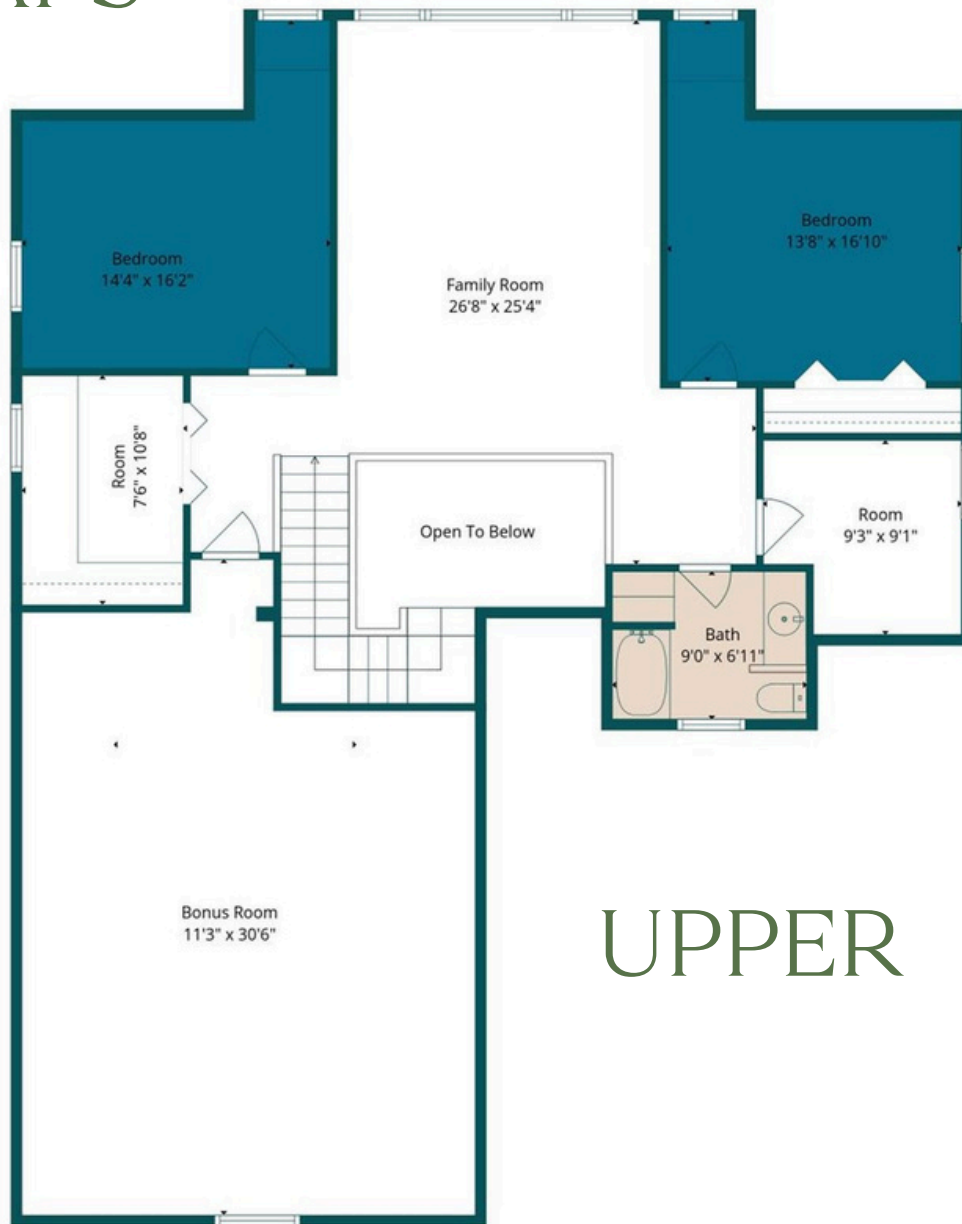
📷 @kristenonwhidbey

STAVROS
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REAL ESTATE

FLOORPLAN & MAPS

817 SHORECREST DR
OAK HARBOR



UPPER

Total: 2784 sq. ft

1st Floor: 1365 sq. Ft, 2nd Floor: 1419 sq. ft

Excluded Areas: Garage: 492 sq. Ft, Deck: 434 sq. Ft, Open To Below: 81 sq. Ft,
Low Ceiling: 250 sq. Ft, Walls: 220 sq. ft

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



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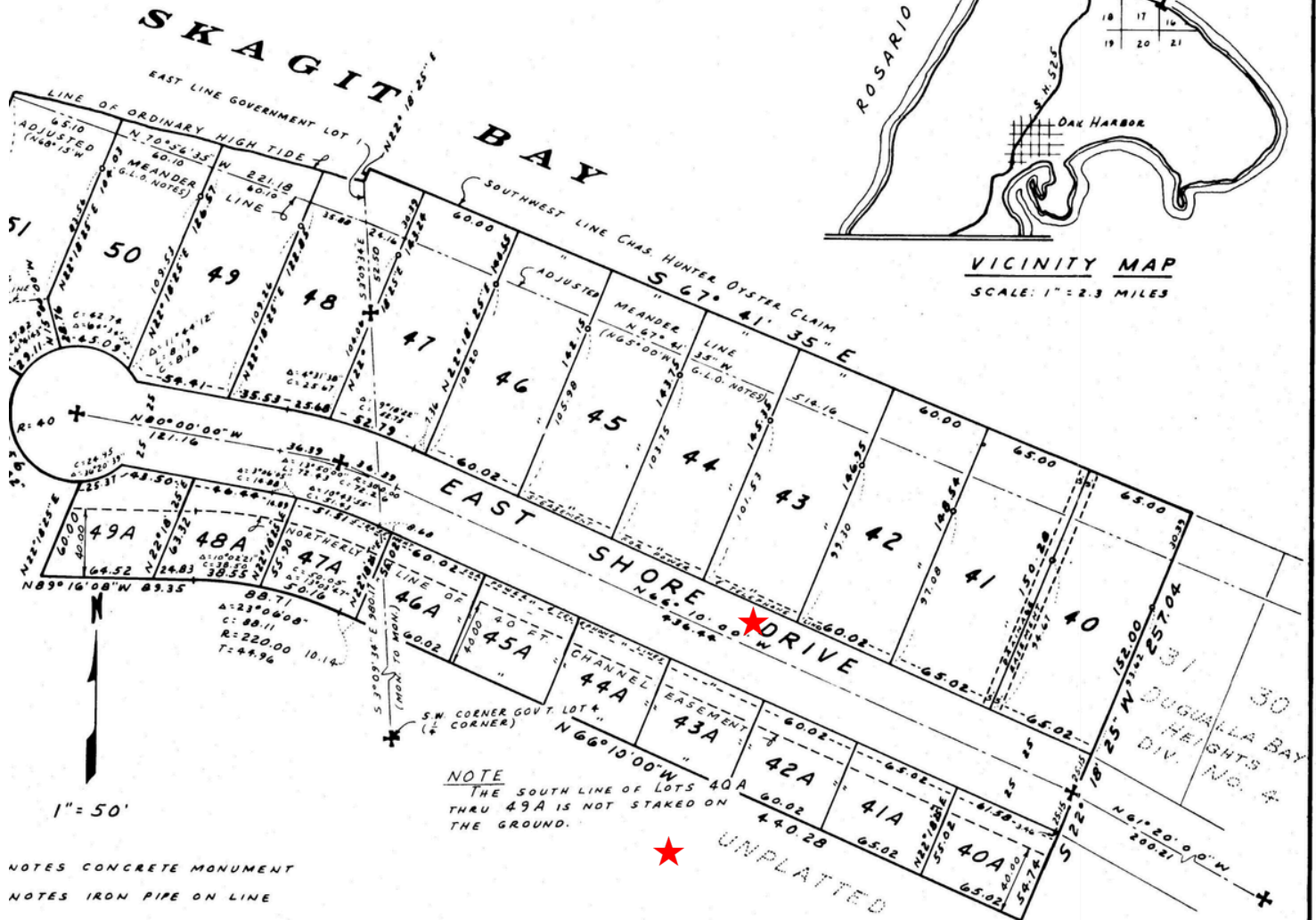
✉️ kristen@stavroshomes.com

📷 @kristenonwhidbey

STAVROS
HOMES
Windermere
REAL ESTATE



This map/plat 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.



NOTES CONCRETE MONUMENT

NOTES IRON PIPE ON LINE

ASURER'S CERTIFICATE

Lang, Treasurer of Island County, hereby certifies that all taxes on the land in this plat are fully paid for the year 1968.

A. Lang
County Treasurer

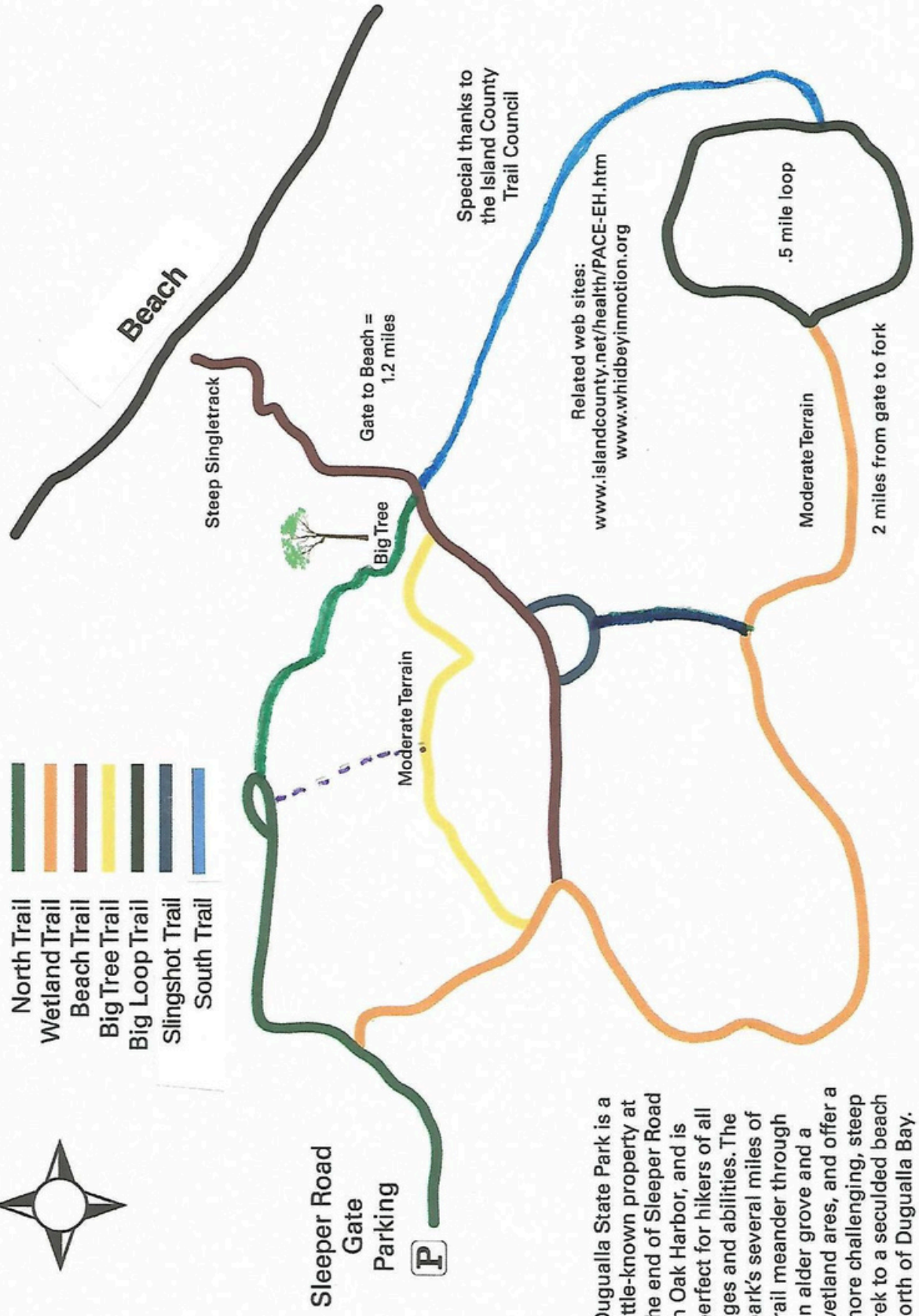
DUGWALLA BAY HTS
Div. No. 7

Welcome to Dugualla State Park

Guide to Trails



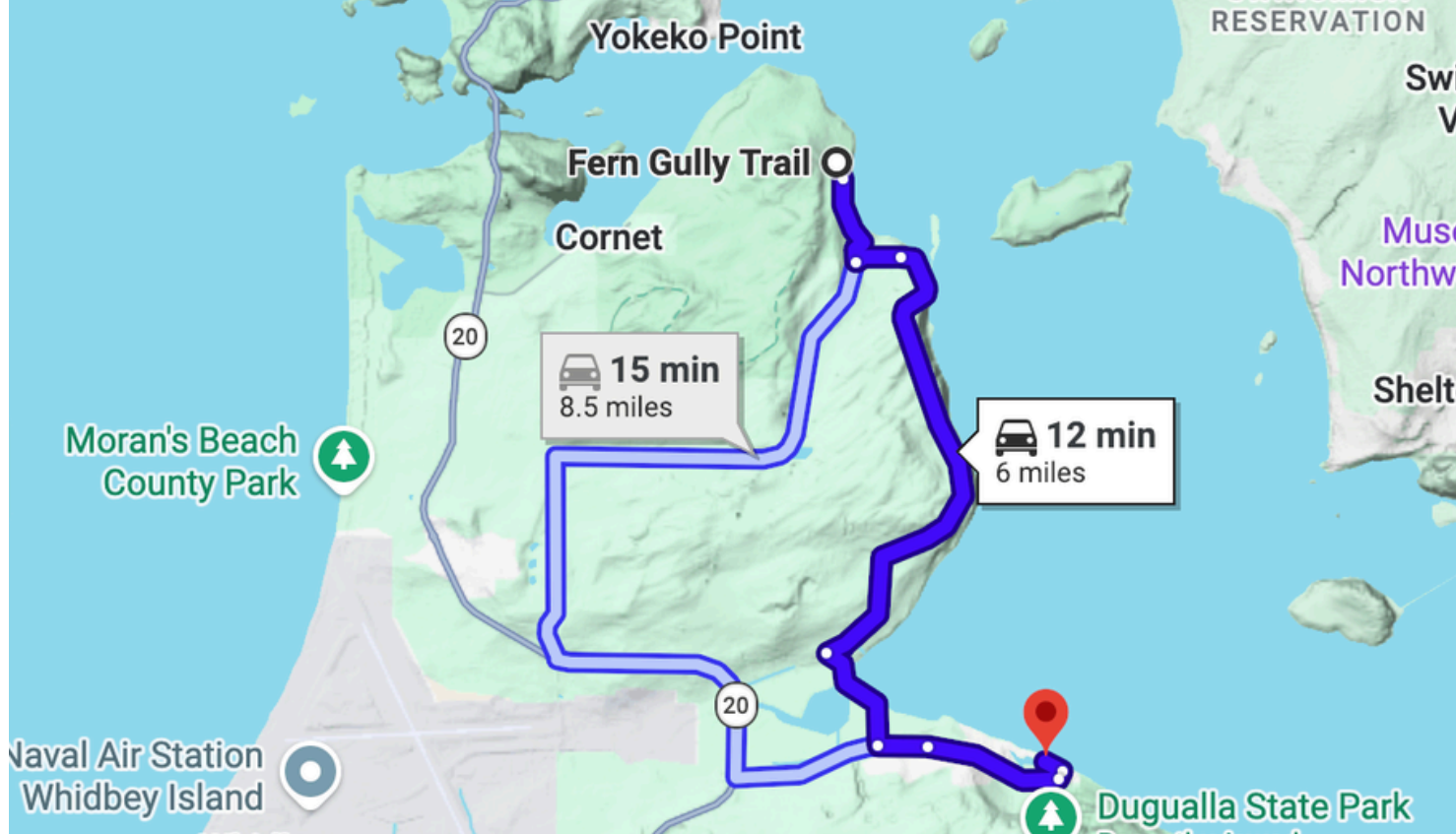
- █ North Trail
- █ Wetland Trail
- █ Beach Trail
- █ Big Tree Trail
- █ Big Loop Trail
- █ Slingshot Trail
- █ South Trail



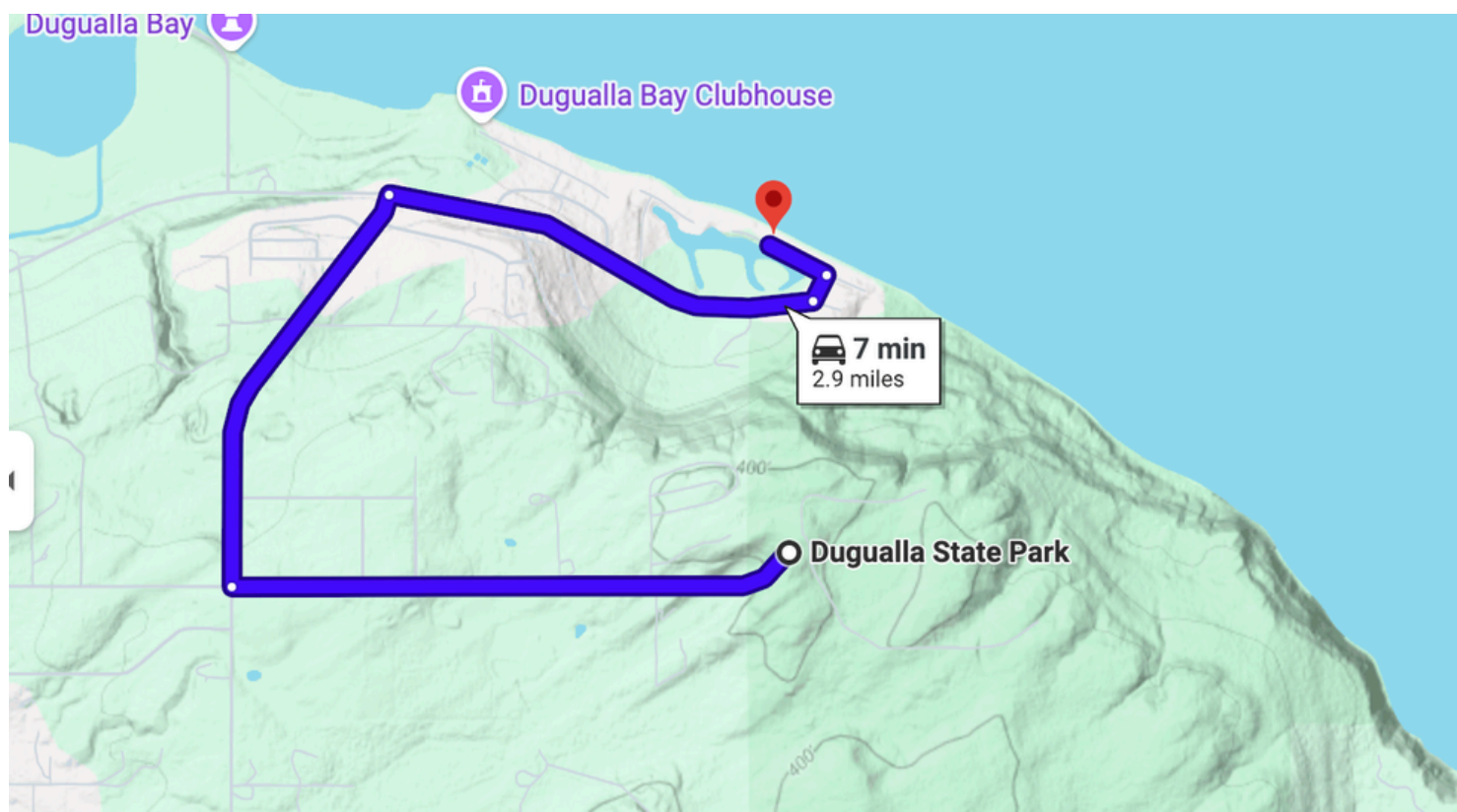
Dugualla State Park is a little-known property at the end of Sleeper Road in Oak Harbor, and is perfect for hikers of all ages and abilities. The park's several miles of trail meander through an alder grove and a wetland area, and offer a more challenging, steep trek to a secluded beach north of Dugualla Bay.

Special thanks to the Island County Trail Council

Related web sites:
www.islandcounty.net/health/PACE-EH.htm
www.whidbeyinmotion.org



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



PRELIMINARY TITLE

817 SHORECREST DR
OAK HARBOR



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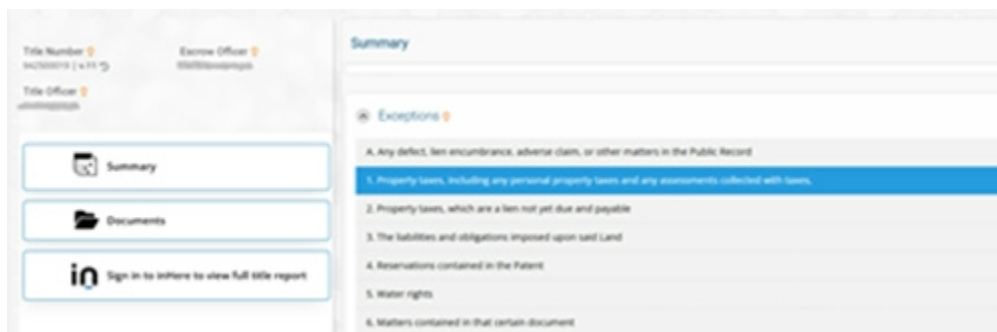
Commitment

File No.: 245477939

Property Address: 817 Shorecrest Dr, Oak Harbor, WA
98277

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
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[Click to view custom titleLOOK®](#)The inHere logo features 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 registered trademark symbol (®) is located to the upper right of the 'e' in 'Here'.

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:

Commitment Number:



CHICAGO TITLE

COMPANY OF WASHINGTON

245477939

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 EXTRACTIONAL 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

Countersigned By:

Susie Gale
Authorized Officer or Agent

Attest:

Marjorie Nemzura, Secretary

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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: 245477939

Property Address: 817 Shorecrest Dr, Oak Harbor, WA 98277

SCHEDULE A

- Commitment Date: March 5, 2026 at 08:00 AM
- Policy to be issued:
 - ALTA Owner's Policy 2021 w-WA Mod

~~Proposed Insured 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:](#)

Claudean Davis-Talbert, as her separate estate
- 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

For APN/Parcel ID(s): [S6515-07-00043-0](#) and [S6515-07-00043-1](#)

Lots 43 and 43A, Plat of Dugualla Bay Heights, Division No. 7, according to the plat thereof recorded in Volume 9 of plats, page 69, 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.
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. 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.
6. 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.
7. The search did not disclose any open mortgages or deeds of trust of record, therefore the Company reserves the right to require further evidence to confirm that the property is unencumbered, and further reserves the right to make additional requirements or add additional items or exceptions upon receipt of the requested evidence.
8. In the event that the Land is occupied or intended to be occupied by the owner and a spouse or registered domestic partner as a homestead, the conveyance or encumbrance of the Land must be executed and acknowledged by both spouses or both registered domestic partners, pursuant to RCW 6.13 which now provides for an automatic homestead on such Land.
9. 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.
- 10.
- 11.

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:

817 Shorecrest Dr
Oak Harbor, WA 98277

Note: FOR INFORMATIONAL PURPOSES ONLY:

Note E: 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:

Lots 43 and 43A, Dugualla Bay Heights, Div 7
Tax Account No.: [S6515-07-00043-0](#) and [S6515-07-00043-1](#)

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

Note F:

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

END OF NOTES**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, encroachments, 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: 202726](#)
3. 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: Power and telephone lines
 Affects: Southerly 5 feet of said premises
4. As to any portion of said land now, formerly or in the future covered by water: Questions or adverse claims related to (1) lateral boundaries of any tidelands or shorelands; (2) shifting in course, boundary or location of the body of water; (3) rights of the State of Washington if the body of water is or was navigable; and (4) public regulatory and recreational rights (including powers of the USA) or private riparian rights which limit or prohibit use of the land or water.
5. Exceptions and reservations contained in Deed whereby the Grantor excepts and reserves all oils, gases, coal, ores, minerals, fossils, etc., and the right of entry for opening, developing and working mines, etc., provided that no rights shall be exercised until provision has been made for full payment of all damages sustained by reason of such entry; Together with the right, upon paying reasonable compensation, to acquire rights of way for transporting and moving products for other lands, contained in Deed

~~Recording Date:~~~~Recording No.:~~ _____

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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: December 16, 2005

Recording No.: [4157227](#)

Executed by: Dugualla Community, Inc.

Said instrument purports to supercede and replace in its entirety instruments recorded under

Recording No.: [202727](#)

Recording No.: [89012501](#)

Recording No.: [95020784](#)

7. 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: Dugualla Community, Inc., a Washington corporation

Recording Date: August 5, 1968; November 3, 2000

Recording No.: [212017](#)

Recording No.: [212060](#)

Recording No.: [20019321](#)

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

Executed by: Claudean H. Davis

Recording Date: October 15, 2002

Recording No.: [4034069](#)

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

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

10. Assessments, if any, levied by Dugualla Community, Inc.

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SCHEDULE B, PART II - Exceptions
(continued)

11. 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).

12. 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.: S6515-07-00043-0

Key No./Property No: 249056

Tax Code/Located In: 110

Assessed Value: \$1,074,177.00

General and Special Taxes: Billed: \$8,241.69, Full Year

Paid: \$0.00

Unpaid: \$8,241.69

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.

13. The County Assessor's records indicate that general taxes are exempt.

Year: 2026

Tax Account No.: S6515-07-00043-1

Key No./Property No: 249065

Tax Code/Located In: 119

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SCHEDULE B, PART II - Exceptions

(continued)

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. Any claim must be based in
- b. 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. This Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the
- c. 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. The deletion or modification of any Schedule B, Part II-Exception does not
- d. 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**

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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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. **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.

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: aginqueries@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 By providing FNF with your Personal Information and/or Browsing ~~information, by your use of residence~~ outside of your country of residence, 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 policy governs use of Personal Information, and access to your Personal Information.

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

817 SHORECREST DR
OAK HARBOR



Kristen Stavros

 360.720.4271

 kristen@stavroshomes.com

 @kristenonwhidbey



**SELLER DISCLOSURE STATEMENT
IMPROVED PROPERTY**

SELLER: Claudean Davis-Talbert

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 817 Shorecrest Dr, CITY Oak Harbor

STATE WA, ZIP 98277, 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? | ☐ | ☒ | ☐ | ☐ |

SELLER'S INITIALS

Date

SELLER'S INITIALS

Date

**SELLER DISCLOSURE STATEMENT
IMPROVED PROPERTY**

(Continued)

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YES NO DON'T KNOW N/A

- *J. Is there a boundary survey for the property? ☐ ☐ ☒ ☐ 54
55
*K. Are there any covenants, conditions, or restrictions recorded against the property? ☐ ☐ ☒ ☐ 56
57

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 63
☐ Private well serving only the subject property ☐ Other water system 64
*If shared, are there any written agreements? Ougalla Bay Water ☒ ☐ ☐ ☐ 65
66
*(2) Is there an easement (recorded or unrecorded) for access to and/or maintenance of the 67
water source? ☐ ☐ ☒ ☐ 68
69
*(3) Are there any problems or repairs needed? ☒ ☐ ☐ ☐ 70
71
(4) During your ownership, has the source provided an adequate year-round supply of potable water? ☒ ☐ ☐ ☐ 72
If no, please explain: _____
*(5) Are there any water treatment systems for the property? ☐ ☒ ☐ ☐ 73
If yes, are they: ☐ Leased ☐ Owned 74
*(6) Are there any water rights for the property associated with its domestic water supply, such 75
as a water right permit, certificate, or claim? ☐ ☒ ☐ ☐ 76
(a) If yes, has the water right permit, certificate, or claim been assigned, transferred, or changed? ☐ ☐ ☐ ☒ 77
*(b) If yes, has all or any portion of the water right not been used for five or more successive years? ☐ ☐ ☐ ☒ 78
*(7) Are there any defects in the operation of the water system (e.g. pipes, tank, pump, etc.)? ☐ ☐ ☒ ☐ 79

B. Irrigation Water

- (1) Are there any irrigation water rights for the property, such as a water right permit, 80
certificate, or claim? ☐ ☒ ☐ ☐ 81
82
*(a) If yes, has all or any portion of the water right not been used for five or more 83
successive years? ☐ ☐ ☐ ☒ 84
*(b) If so, is the certificate available? (If yes, please attach a copy.) ☐ ☐ ☐ ☒ 85
*(c) If so, has the water right permit, certificate, or claim been assigned, transferred, or changed? ... ☐ ☐ ☐ ☒ 86
*(2) Does the property receive irrigation water from a ditch company, irrigation district, or other entity? ☐ ☒ ☐ ☐ 87
If so, please identify the entity that supplies water to the property: _____ 88
_____ 89

C. Outdoor Sprinkler System

- (1) Is there an outdoor sprinkler system for the property? front section operates, back? ☒ ☐ ☐ ☐ 90
91
*(2) If yes, are there any defects in the system? back section disconnected ☐ ☐ ☒ ☐ 92
93
*(3) If yes, is the sprinkler system connected to irrigation water? ☐ ☒ ☐ ☐ 94

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) 95
☐ Other disposal system 96

Please describe: 2 bed septic

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

- ☐ ☒ ☐ ☐ 99
100
If no, please explain: not available 101

cdt 29-26
SELLER'S INITIALS Date SELLER'S INITIALS Date

**SELLER DISCLOSURE STATEMENT
IMPROVED PROPERTY**

(Continued)

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- | | 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
104 |
| D. If the property is connected to an on-site sewage system: | | | | | 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>2/9/26</u> | | | | | 108 |
| *(3) Are there any defects in the operation of the on-site sewage system? | ☐ | ☒ | ☐ | ☐ | 109 |
| (4) When was it last inspected? <u>2/4/26</u> | | | ☐ | ☐ | 110 |
| By whom: <u>Safe Harbor Septic</u> | | | | | 111 |
| (5) For how many bedrooms was the on-site sewage system approved? <u>2</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? <u>new covers</u> | ☒ | ☐ | ☐ | ☐ | 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: | | | | | 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? | ☐ | ☒ | ☐ | ☐ | 125
126 |
| *B. Has the basement flooded or leaked? | ☐ | ☒ | ☐ | ☐ | 127 |
| *C. Have there been any conversions, additions or remodeling? | ☐ | ☒ | ☐ | ☐ | 128 |
| *(1) If yes, were all building permits obtained? | ☐ | ☐ | ☐ | ☒ | 129 |
| *(2) If yes, were all final inspections obtained? | ☐ | ☐ | ☐ | ☒ | 130 |
| D. Do you know the age of the house? <u>2003</u> | ☒ | ☐ | ☐ | ☐ | 131 |
| If yes, year of original construction: <u>2003</u> | | | | | 132 |
| *E. Has there been any settling, slippage, or sliding of the property or its improvements? | ☐ | ☒ | ☐ | ☐ | 133 |
| *F. Are there any defects with the following: (If yes, please check applicable items and explain) | ☐ | ☐ | ☐ | ☐ | 134 |
| ☐ Foundations | ☐ Decks | ☐ Exterior Walls | | | 135 |
| ☐ Chimneys | ☐ Interior Walls | ☐ Fire Alarms | | | 136 |
| ☐ Doors | ☐ Windows | ☐ Patio | | | 137 |
| ☐ Ceilings | ☐ Slab Floors | ☐ Driveways | | | 138 |
| ☐ Pools | ☐ Hot Tub | ☐ Sauna | | | 139 |
| ☐ Sidewalks | ☐ Outbuildings | ☐ Fireplaces | | | 140 |
| ☐ Garage Floors | ☐ Walkways | ☐ Siding | | | 141 |
| ☐ Wood Stoves | ☐ Elevators | ☐ Incline Elevators | | | 142 |
| ☐ Stairway Chair Lifts | ☐ Wheelchair Lifts | ☐ Other | | | 143 |
| *G. Was a structural pest or "whole house" inspection done? <u>2 years ago</u> | ☒ | ☐ | ☐ | ☐ | 144 |
| If yes, when and by whom was the inspection completed?
<u>Absolute Pest Control</u> | | | | | 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 |

CH
SELLER'S INITIALS

2-9-26
Date

SELLER'S INITIALS

Date

SELLER DISCLOSURE STATEMENT
IMPROVED PROPERTY

(Continued)

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5. SYSTEMS AND FIXTURES

- *A. If any of the following systems or fixtures are included with the transfer, are there any defects?
If yes, please explain: _____

	YES	NO	DON'T KNOW	N/A	150
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?
(If yes, please attach copy of lease.)

Security System:	☐	☒	☐	☐	163
Tanks (type):	☒	☐	☐	☐	164
Satellite dish:	☐	☐	☐	☒	165
Other:	☐	☐	☐	☒	166

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

(1) Woodstove?	☐	☒	☐	☐	167
(2) Fireplace insert?	☐	☒	☐	☐	170
(3) Pellet stove?	☐	☒	☐	☐	171
(4) Fireplace?	☐	☒	☐	☐	172

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?

- | | | | | | |
|---|-------------------------------------|--------------------------|--------------------------|--------------------------|-----|
| 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? | ☒ | ☐ | ☐ | ☐ | 173 |
| 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.) | ☒ | ☐ | ☐ | ☐ | 174 |
| F. Is the property equipped with smoke detection devices? | ☒ | ☐ | ☐ | ☐ | 175 |
| (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.) | | | | | 176 |
| G. Does the property currently have internet service? | ☒ | ☐ | ☐ | ☐ | 177 |
| Provider: <u>comcast</u> | | | | | 178 |

6. HOMEOWNERS' ASSOCIATION/COMMON INTERESTS

- | | | | | | |
|--|-------------------------------------|-------------------------------------|--------------------------|--------------------------|-----|
| A. Is there a Homeowners' Association? | ☒ | ☐ | ☐ | ☐ | 179 |
| 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: | | | | | 180 |
| B. Are there regular periodic assessments? | ☒ | ☐ | ☐ | ☐ | 181 |
| \$ <u>50</u> per ☒ month ☐ year | | | | | 182 |
| ☐ Other: <u>Billed quarterly</u> | | | | | 183 |
| *C. Are there any pending special assessments? | ☐ | ☒ | ☐ | ☐ | 184 |
| *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)? <u>Boat launch & club house</u> | ☒ | ☐ | ☐ | ☐ | 185 |

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? | ☐ | ☒ | ☐ | ☐ | 186 |
| *B. Does any part of the property contain fill dirt, waste, or other fill material? | ☐ | ☐ | ☒ | ☐ | 187 |
| *C. Is there any material damage to the property from fire, wind, floods, beach movements, earthquake, expansive soils, or landslides? | ☐ | ☒ | ☐ | ☐ | 188 |
| D. Are there any shorelines, wetlands, floodplains, or critical areas on the property? | ☒ | ☐ | ☐ | ☐ | 189 |
| *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? | ☐ | ☒ | ☐ | ☐ | 190 |
| *F. Has the property been used for commercial or industrial purposes? | ☐ | ☒ | ☐ | ☐ | 191 |

cdt 2-9-26
SELLER'S INITIALS Date

SELLER'S INITIALS Date

**SELLER DISCLOSURE STATEMENT
IMPROVED PROPERTY**

(Continued)

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YES	NO	DON'T KNOW	N/A	208
	☒	☐	☐	209
	☒	☐	☐	210

- *G. Is there any soil or groundwater contamination? ☐ 211
- *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? ☐ 212
- *I. Has the property been used as a legal or illegal dumping site? ☐ 213
- *J. Has the property been used as an illegal drug manufacturing site? ☐ 214
- *K. Are there any radio towers in the area that cause interference with cellular telephone reception? ☐ 215

8. LEAD BASED PAINT (Applicable if the house was built before 1978). ☒ 216

A. Presence of lead-based paint and/or lead-based paint hazards (check one below): 217

☐ Known lead-based paint and/or lead-based paint hazards are present in the housing (explain). 218

☒ Seller has no knowledge of lead-based paint and/or lead-based paint hazards in the housing. 219

B. Records and reports available to the Seller (check one below): 220

☐ 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). 221

☒ Seller has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing. 222

9. MANUFACTURED AND MOBILE HOMES 223

If the property includes a manufactured or mobile home, 224

*A. Did you make any alterations to the home? ☐ ☐ ☐ ☒ 225

If yes, please describe the alterations: 226

*B. Did any previous owner make any alterations to the home? ☐ ☐ ☐ ☒ 227

*C. If alterations were made, were permits or variances for these alterations obtained? ☐ ☐ ☐ ☒ 228

10. FULL DISCLOSURE BY SELLERS 229

A. Other conditions or defects: 230

*Are there any other existing material defects affecting the property that a prospective buyer should know about? ☐ ☒ ☐ ☐ 231

B. Verification 232

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. 233

Claudian Davis 2-9-26 234

Seller Date Seller Date 235

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). 240

70. Talk about future water line repairs in Dugwalla through Association 241

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**SELLER DISCLOSURE STATEMENT
IMPROVED PROPERTY**

(Continued)

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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:

- A. 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.
- B. 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.
- C. 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.
- D. This information is for disclosure only and is not intended to be a part of the written agreement between the Buyer and Seller.
- E. 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).
- F. 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

SELLER'S INITIALS

Date

SELLER'S INITIALS

Date

ON-SITE SEWAGE SYSTEM (SEPTIC)

817 SHORECREST DR
OAK HARBOR



Kristen Stavros

 360.720.4271

 kristen@stavroshomes.com

 @kristenonwhidbey



RECEIVED

ISLAND COUNTY HEALTH DEPARTMENT
P.O. Box 5000 Coupeville, WA 98239 (360) 679-7350/321-5111
121 N. East Camano Dr. Camano Island, WA 98292 (360) 387-3443

385-02 SF

AUG 14 2002

ISLAND COUNTY HEALTH DEPARTMENT
PERMIT TO CONSTRUCT A SEWAGE DISPOSAL SYSTEM

APPLICANT'S NAME: CLAUDEAN DAVIS PHONE: 675-2467

MAILING ADDRESS: 817 EAST SHORECREST DRIVE OAK HARBOR, WA 98217

OWNER'S NAME (if different from applicant): _____ PHONE: _____

NAME OF WATER SYSTEM (2 or more services): DUGUCLA BAY HEIGHTS
SINGLE FAMILY SERVICE CONNECTION WELL: _____ (locate on reverse side)

Legal Description: PARCEL #: S6515-07-00043-0 SITE REG. #: 02-274*

NAME OF PLAT: DUGUCLA BAY HEIGHTS DIV. 7 BLOCK _____ LOT 43

ADDRESS OF CONSTRUCTION SITE: 817 EAST SHORECREST DRIVE # 599

TYPE OF PERMIT: New ☒ Expansion ☐ Alteration ☐ or Operational ☐ # of BEDROOMS: 2
TYPE OF USE: Residential ☒ Restaurant ☐ or Other Commercial ☐ Designed Peak Flow Rate: 300
LOT WIDTH: 60 ft. LOT DEPTH: 119 ft. AREA: ~.16 Acres MIN. LAND AREA MET: Yes ☒ No ☐
DRAINFIELD: 376 sq.ft. TOTAL LENGTH: 376 ft. WIDTH: 10 ft. TRENCH DEPTH: 84"
SEPTIC TANK SIZE: 1000 gals. PUMP CHAMBER SIZE: 700 gals. TRASH TANK SIZE: N/A gals.
ATU TYPE: N/A ATU SIZE: N/A gals. DISINFECTION UNIT TYPE: N/A
INTERCEPTOR DRAIN: Yes ☐ No ☒ (Island Co. Assumes No Responsibility For Re-Direction of Drainage Water)

DESIGNER'S COMMENTS: DEEP TRENCH SYSTEM. THIS SYSTEM WILL REQUIRE ROUTINE MAINTENANCE AND REGULAR MAINTENANCE. CONTACT THE DESIGNER PRIOR TO OCCUPANCY FOR A SYSTEM REVIEW AND INSPECTION SCHEDULE.

SANITARIAN'S COMMENTS: _____

SEE Baid eagle maint. Plan dated 9/30/02 #2
* Planning No objection 9-13-02 TL

We understand that changes to this site such as grading, filling, clearing, burning in the primary or reserve area, or any deviation from the original plan (as diagrammed on the reverse side) such as, but not limited to: (A) Location of home on lot; (B) Size of home; (C) Placement of septic tank and other vessels if required or sewage disposal drainfield, without first obtaining written approval from the Island County Health Department, automatically **VOIDS** this permit.

OWNER'S SIGNATURE: Clauan Davis agent DATE: 8/14/02
NOTE: SEWAGE INSTALLER PERMITS ARE NOT TRANSFERABLE AND ARE ALLOWED FOR CONVENTIONAL GRAVITY SEWAGE SYSTEMS ONLY.

DESIGNER'S SIGNATURE: Reed a Tacia (Reed's) DATE: 8-14-02

This permit is issued with the understanding that the property owner will allow, in perpetuity, a Health Department representative to enter onto this property during reasonable hours, for the sole purpose of monitoring the performance of the on-site sewage disposal facility.

A permit to construct or alter a sewage disposal system shall be valid for three (3) years from the date of issuance. Permits are transferable with property ownership, provided new owners accept the permitted plan by written notification to the Health Officer or by the proposal of a new plan that conforms to these regulations. If the system is not installed within the three-year period, a new permit may be applied for based upon current standards by submitting completed current forms with the current fee.

FOR HEALTH DEPARTMENT USE ONLY:
Conventional Gravity _____ Conventional Pressure _____ Alternative ☒ Community _____ Commercial < > 500 _____

Requires annual operating permit: YES ☐ NO ☐. If YES, see attached Operation & Maintenance Agreement conditions.

PLAN APPROVED ☒ PERMIT # 385-02 SF RECEIPT # 123741 DATE ISSUED: 10-1-02

PLAN DISAPPROVED ☐ DATE: _____ DATE PERMIT EXPIRES: 10/1/2005
(Any person may appeal this decision, in writing, within ten (10) days of the date of this decision.)

CONSTRUCTION INSPECTIONS: DATE: _____ BY: _____

FINAL INSPECTION: APPROVED ☒ REJECTED ☐ BY: [Signature] DATE: 1-8-04

Per Sanitary Code of Island County, each individual sewage disposal system must be available for Health Department inspection. (24 HOURS NOTICE REQUIRED - PRIOR TO CONSTRUCTION)
(Revised 6/1/02) R2E, Twp 33N, S41, W12E

AS BUILT

Eagles - YES
To Ding. 8/3 EMP
Arch - YES #2



Property Owner: CLAUDEAN DAVIS As-Built #: 385-02SF

Island County Health Department
PO Box 5000 Coupeville WA 98239

Parcel # SL6515-07-00043-0

Septic System As-Built version 5/03

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

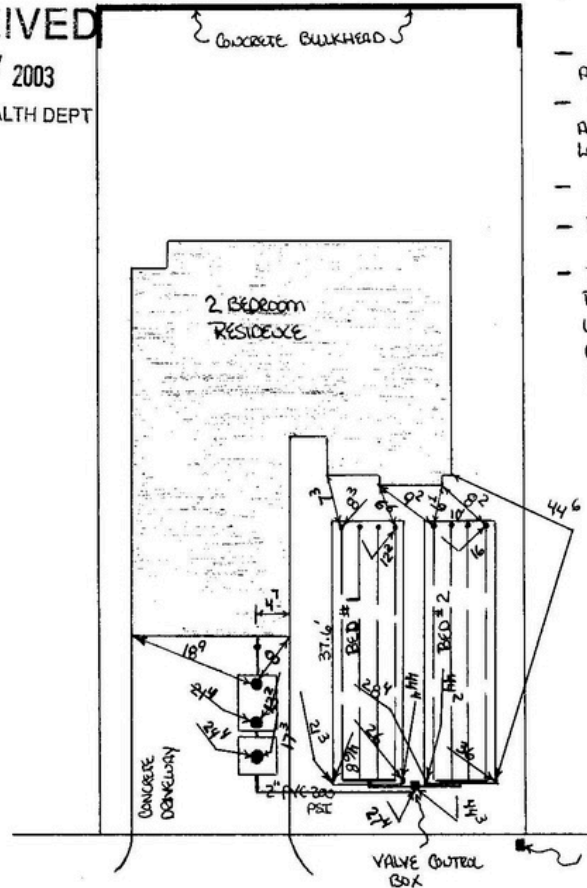
North Arrow

MARINE WATER

RECEIVED

DEC 17 2003

ISL. CTY. HEALTH DEPT



- 2" PVC 200 PSI TRANSPORT LINE AND MANIFOLDS.
- 1" LATERALS WITH FLUSH CAPS, RISERS AND INSPECTION PORTS ON EACH LATERAL DISTAL ENDS, BOTH BEDS.
- AQUAWORK CONTROL PANEL.
- BIOTUBE OUTLET BARGE.
- THE WATER SERVICE WAS INSTALLED BY THE BUILDER/CONTRACTOR ALONG WITH THE POWER. HE CLAIMS HE LOCATED THE WATERLINE FROM THE METER TO THE RESIDENCE.



NOTE:

- THE SEPTIC TANK + PUMP TANK ARE INSTALLED IN THE DRIVEWAY WITH MANHOLE LIDS TO GROUND SURFACE.
- DUAL PRESSURE BEDS INSTALLED. BOTH BEDS WERE TESTED DURING THE FINAL INSPECTION. BED #1 IS ON AND BED #2 IS OFF, INITIAL SET UP.
- IF THE BEDS ARE ROTATED NOTE THE DATE OF ROTATION AND RECORD WHICH BED IS ON & WHICH BED IS OFF. LEAVE THE RECORD OF ROTATION IN THE AQUAWORK CONTROL PANEL BOX. CHANGE RUN TIME IF BEDS ARE ROTATED.
- SAND FILLED PRESSURE BEDS 84" DEEP. ASTM C-33 SAND BACKFILL

BED #1
1/8" ori. SPACED 29" O.C. = 15/LAT = 60 TOTAL
PRES. TEST HT. 103" = 32.33 GPM
RUN TIME 1:32 min OFF TIME 4:00 HR.
DRAW DOWN 3:25" 50 GAL. DOSE
6 DOSES/DAY MAX.

BED #2
1/8" ori. SPACED 29" O.C. = 15/LAT = 60 TOTAL ori.
PRES TEST HT. 130" = 36.32 GPM
RUN TIME 1:22 min OFF TIME 4:00 HR
DRAW DOWN 3:25" 50 GAL. DOSE
6 DOSES/DAY MAX.

- MEYERS ME40 1/2 HP pump runs both DRAINFIELDS

COMMENTS: THIS SYSTEM WILL REQUIRE ROUTINE MONITORING AND REGULAR MAINTENANCE. THIS SYSTEM SHOULD BE INSPECTED ON AN ANNUAL BASIS. IT IS THE OWNERS RESPONSIBILITY TO OPERATE THE SYSTEM WITHIN DESIGN PARAMETERS AND CONTRACT FOR THE MONITORING AND MAINTENANCE.

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. 8.07C.

INSTALLERS SIGNATURE: Reed A. Tacia (REEDS) DATE INSTALLED: 8-03

ASBUILT

TANK PUMPING REPORT

Site Name:

Location: 817 SHORECREST DR

OAK HARBOR

Tax ID: S6515-07-00043-0

Use: Residential, Single Family

Service Company:

South Island Pumping

PO Box 1541

Langley, WA 98260-8634

360 321-1820

Serviced: 02/09/2026 by: Keagen Daniels

Submitted 02/09/2026 by: William R. (Bob) Aley

Dump Location: La Conner Waste Water Treatment Plant

Jurisdiction ID: S6515-07-00043-0

COMMENTS

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

Effluent level within operational limits (if NO explain in comments):	YES	
Total Gallons pumped from tank (Number only, no text):	1000	
Effluent returning back into tank after pumping:	NO	
Access Risers installed to grade (N/A if not present):	YES	
Tank Condition Good:	YES	
Baffles in good condition (N/A if not present):	YES	
Effluent screen cleaned (N/A if not present):	YES	
Effluent surfacing around site components (N/A if not checked):	NO	
Were repairs made to the Tank or Tank Components? (if YES explain in comments):	NO	

TANK: Pump Tank, Manufacturer= Local Manufacturer - Concrete

Effluent level within operational limits (if NO explain in comments):	YES	
Total Gallons pumped from tank (Number only, no text):	400	
Access Risers installed to grade (N/A if not present):	YES	
Tank Condition Good:	YES	
Effluent screen cleaned (N/A if not present):	N/A	
Effluent surfacing around site components (N/A if not checked):	NO	
Were repairs made to the Tank or Tank Components? (if YES explain in comments):	NO	

This report indicates certain characteristics of the onsite sewage system at the time of visit. In no way is this report a guarantee of operation or future performance.

ISLAND COUNTY ASSESSOR'S TAX & PROPERTY INFO

817 SHORECREST DR
OAK HARBOR



Kristen Stavros

 360.720.4271

 kristen@stavroshomes.com

 @kristenonwhidbey



Island County Assessor & Treasurer

Property Search Results > 249056 DAVIS-TALBERT, CLAUDEAN for Year 2025 - 2026

Property

Account			
Property ID:	249056	Abbreviated Legal Description:	DUG BAY HTS 7 LOT 43
Geographic ID:	S6515-07-00043-0	Agent Code:	
Type:	Real		
Tax Area:	110 - APPRAISER-OH Schl Dist, outside OH, improved & 1 acre or less	Land Use Code	11
Open Space:	N	DFL	N
Historic Property:	N	Remodel Property:	N
Multi-Family Redevelopment:	N		
Township:		Section:	
Range:			
Location			
Address:	817 SHORECREST DR OAK HARBOR, WA 98277	Mapsc0:	
Neighborhood:	Cycle 6	Map ID:	599
Neighborhood CD:	6		
Owner			
Name:	DAVIS-TALBERT, CLAUDEAN	Owner ID:	193829
Mailing Address:	817 SHORECREST DR OAK HARBOR, WA 98277-7727	% Ownership:	100.0000000000%
		Exemptions:	

Taxes and Assessment Details

Property Tax Information as of 03/19/2026

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	16789	\$4120.89	\$4120.80	\$0.00	\$0.00	\$0.00	\$8241.69
▶ Statement Details							
2025	16794	\$3444.43	\$3444.36	\$0.00	\$0.00	\$6888.79	\$0.00
▶ Statement Details							
2024	16651	\$3443.93	\$3443.85	\$0.00	\$0.00	\$6887.78	\$0.00
▶ Statement Details							
2023	16661	\$3390.91	\$3390.82	\$0.00	\$0.00	\$6781.73	\$0.00
▶ Statement Details							
2022	16687	\$4063.30	\$4063.21	\$0.00	\$0.00	\$8126.51	\$0.00
▶ Statement Details							
2021	16714	\$4025.51	\$4025.42	\$0.00	\$0.00	\$8050.93	\$0.00
▶ Statement Details							
2020	16702	\$3664.93	\$3664.85	\$0.00	\$0.00	\$7329.78	\$0.00
▶ Statement Details							
2019	16661	\$2939.50	\$2939.42	\$0.00	\$0.00	\$5878.92	\$0.00
▶ Statement Details							
2018	16726	\$3175.82	\$3175.76	\$0.00	\$0.00	\$6351.58	\$0.00
▶ Statement Details							
2017	16781	\$2703.39	\$2703.31	\$0.00	\$0.00	\$5406.70	\$0.00

Values

(+) Improvement Homesite Value:	+	\$0
(+) Improvement Non-Homesite Value:	+	\$474,177
(+) Land Homesite Value:	+	\$0
(+) Land Non-Homesite Value:	+	\$600,000
(+) Curr Use (HS):	+	\$0 \$0

(+) Curr Use (NHS):	+	\$0 \$0
(=) Market Value:	=	\$1,074,177
(-) Productivity Loss:	-	\$0
(=) Subtotal:	=	\$1,074,177
(+) Senior Appraised Value:	+	\$0
(+) Non-Senior Appraised Value:	+	\$1,074,177
(=) Total Appraised Value:	=	\$1,074,177
(-) Senior Exemption Loss:	-	\$0
(-) Exemption Loss:	-	\$0
(=) Taxable Value:	=	\$1,074,177

Taxing Jurisdiction

Owner: DAVIS-TALBERT, CLAUDEAN
% Ownership: 100.000000000000%
Total Value: \$1,074,177
Tax Area: 110 - APPRAISER-OH Schl Dist, outside OH, improved & 1 acre or less

Levy Code	Description	Levy Rate	Appraised Value	Taxable Value	Estimated Tax
CF	Conservation Futures	0.0313996660	\$1,074,177	\$1,074,177	\$33.73
CEM1	Cemetery #1	0.0040018856	\$1,074,177	\$1,074,177	\$4.30
FIRE2	Fire & Rescue Dist #2 N Whidbey GEN	0.5381486274	\$1,074,177	\$1,074,177	\$578.07
HOBOND	Hospital BOND	0.1893405597	\$1,074,177	\$1,074,177	\$203.39
HOGEN	Hospital GEN	0.3848777722	\$1,074,177	\$1,074,177	\$413.43
CE	County Current Expense	0.3674210519	\$1,074,177	\$1,074,177	\$394.68
CR	County Roads	0.4614296361	\$1,074,177	\$1,074,177	\$495.66
ISLANDEMS	Hospital GEN (EMS)	0.4952018576	\$1,074,177	\$1,074,177	\$531.93
LIB	Library Sno-Isle GEN	0.3039084203	\$1,074,177	\$1,074,177	\$326.45
NWHIDPRMT	P & R N Whidbey GEN	0.1990272349	\$1,074,177	\$1,074,177	\$213.79
SCH201MO	School 201 Enrichment	2.3851112745	\$1,074,177	\$1,074,177	\$2,562.03
ST	State School	1.4761226122	\$1,074,177	\$1,074,177	\$1,585.62
ST2	State School Part 2	0.7953803475	\$1,074,177	\$1,074,177	\$854.38
Total Tax Rate:		7.6313709459			
Taxes w/Current Exemptions:					\$8,197.46
Taxes w/o Exemptions:					\$8,197.46

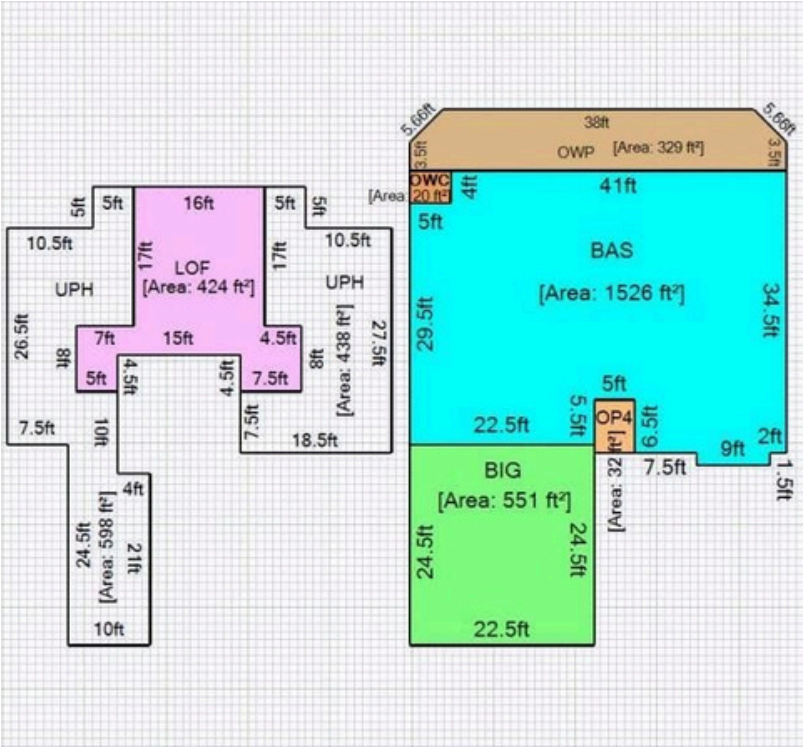
Improvement / Building

Improvement #1:	RESIDENTIAL	State Code:	Y	2985.5 sqft	Value:	\$474,177
Bathrooms:	3	Bedrooms:	2			
Ceiling:	DRYWALL PAINTED	Exterior Wall/Cover:	CEMENT FIBER			
Floor Covering:	CARPET/VINYL 60-40	Floor Structure:	WOOD W/SUBFLOOR			
Foundation:	CONCRETE	Heating:	FHA GAS			
Interior Finish:	DRYWALL PAINT	Plumbing Fixture Cnt:	12			
Roof Slope:	12" IN 12"	Roof Structure/Cover:	CJ ASPHALT			

Type	Description	Class CD	Sub Class CD	Year Built	Area
BAS	BASE/MAIN FLOOR	4	0	2003	1525.5
OP4	OPEN PORCH W/CEILING-ROOF	4	0	2003	32.5
BIG	BUILT IN GARAGE	4	0	2003	551.3
LOF	LOFT	4	0	2003	424.5
UPH	HALF STORY	4	0	2003	1035.5
OWP	OPEN WOOD PORCH W/STEPS	4	0	2003	329.0

OWC OPEN WOOD PORCH W/STEPS/ROOF/C 4 0 2003 20.0

Sketch



Property Image



Land

#	Type	Description	Acres	Sqft	Eff Front	Eff Depth	# Lots	Market Value	Prod. Value
1	LB	LOW BANK	0.0000	0.00	60.00	0.00	1.00	\$600,000	\$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	\$474,177	\$600,000	\$0	\$1,074,177	\$1,074,177
2024	\$479,737	\$500,000	\$0	\$979,737	\$979,737

2023	\$485,301	\$500,000	\$0	\$985,301	\$985,301
2022	\$439,451	\$480,000	\$0	\$919,451	\$919,451
2021	\$386,501	\$405,000	\$0	\$791,501	\$791,501
2020	\$377,172	\$405,000	\$0	\$782,172	\$782,172
2019	\$297,567	\$420,000	\$0	\$717,567	\$717,567
2018	\$298,390	\$330,000	\$0	\$628,390	\$628,390
2017	\$300,039	\$300,000	\$0	\$600,039	\$600,039
2016	\$296,118	\$250,000	\$0	\$546,118	\$546,118
2015	\$300,560	\$250,000	\$0	\$550,560	\$550,560
2014	\$305,068	\$250,000	\$0	\$555,068	\$555,068
2013	\$309,644	\$258,077	\$0	\$567,721	\$567,721
2012	\$340,303	\$258,077	\$0	\$598,380	\$598,380
2011	\$344,084	\$258,077	\$0	\$602,161	\$602,161
2010	\$450,162	\$258,077	\$0	\$708,239	\$708,239
2009	\$468,977	\$308,821	\$0	\$777,798	\$777,798
2008	\$478,930	\$308,821	\$0	\$787,751	\$787,751
2007	\$479,126	\$308,821	\$0	\$787,947	\$787,947

Deed and Sales History

#	Deed Date	Type	Description	Grantor	Grantee	Volume	Page	Sale Price	Excise Number	De Nu
1	06/02/2015	MARRCERT	DNU - Marriage Certificate	DAVIS, CLAUDEAN	DAVIS-TALBERT, CLAUDEAN				86170	
2	11/14/2001	5	DNU - Marriage License/Name Change	Unknown	DAVIE, CLAUDEAN			\$0.00	69270	400

Payout Agreement

No payout information available..

Island County Assessor & Treasurer

Property Search Results > 249065 DAVIS-TALBERT, CLAUDEAN for Year 2025 - 2026

Property

Account			
Property ID:	249065	Abbreviated Legal Description:	DUG BAY HTS 7 LOT 43A
Geographic ID:	S6515-07-00043-1	Agent Code:	
Type:	Real		
Tax Area:	119 - APPRAISER-OH Schl Dist, outside OH, 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 6	Map ID:	599
Neighborhood CD:	6		
Owner			
Name:	DAVIS-TALBERT, CLAUDEAN	Owner ID:	193829
Mailing Address:	817 SHORECREST DR OAK HARBOR, WA 98277-7727	% Ownership:	100.0000000000%
		Exemptions:	U500

Taxes and Assessment Details

Property Tax Information as of 03/19/2026

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	16790	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
▶ Statement Details							
2025	16795	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
▶ Statement Details							
2024	16652	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
▶ Statement Details							
2023	16662	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
▶ Statement Details							
2022	16688	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
▶ Statement Details							
2021	16715	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
▶ Statement Details							
2020	16703	\$17.90	\$0.00	\$0.00	\$0.00	\$17.90	\$0.00
▶ Statement Details							
2019	16662	\$17.90	\$0.00	\$0.00	\$0.00	\$17.90	\$0.00
▶ Statement Details							
2018	16727	\$17.90	\$0.00	\$0.00	\$0.00	\$17.90	\$0.00
▶ Statement Details							
2017	16782	\$17.90	\$0.00	\$0.00	\$0.00	\$17.90	\$0.00

Values

(+) Improvement Homesite Value:	+	\$0
(+) Improvement Non-Homesite Value:	+	\$0
(+) Land Homesite Value:	+	\$0
(+) Land Non-Homesite Value:	+	\$450
(+) Curr Use (HS):	+	\$0 \$0
(+) Curr Use (NHS):	+	\$0 \$0

(=) Market Value:	=	\$450
(-) Productivity Loss:	-	\$0
(=) Subtotal:	=	\$450
(+) Senior Appraised Value:	+	\$0
(+) Non-Senior Appraised Value:	+	\$450
(=) Total Appraised Value:	=	\$450
(-) Senior Exemption Loss:	-	\$0
(-) Exemption Loss:	-	\$450
(=) Taxable Value:	=	\$0

Taxing Jurisdiction

Owner: DAVIS-TALBERT, CLAUDEAN
% Ownership: 100.000000000000%
Total Value: \$450
Tax Area: 119 - APPRAISER-OH Schl Dist, outside OH, vacant & 50 acres or less

Levy Code	Description	Levy Rate	Appraised Value	Taxable Value	Estimated Tax	
CF	Conservation Futures	0.0313996660	\$450	\$0	\$0.00	
CEM1	Cemetery #1	0.0040018856	\$450	\$0	\$0.00	
HOBOND	Hospital BOND	0.1893405597	\$450	\$0	\$0.00	
HOGEN	Hospital GEN	0.3848777722	\$450	\$0	\$0.00	
CE	County Current Expense	0.3674210519	\$450	\$0	\$0.00	
CR	County Roads	0.4614296361	\$450	\$0	\$0.00	
ISLANDEMS	Hospital GEN (EMS)	0.4952018576	\$450	\$0	\$0.00	
LIB	Library Sno-Isle GEN	0.3039084203	\$450	\$0	\$0.00	
NWHIDPRMT	P & R N Whidbey GEN	0.1990272349	\$450	\$0	\$0.00	
SCH201MO	School 201 Enrichment	2.3851112745	\$450	\$0	\$0.00	
ST	State School	1.4761226122	\$450	\$0	\$0.00	
ST2	State School Part 2	0.7953803475	\$450	\$0	\$0.00	
Total Tax Rate:		7.0932223185				
					Taxes w/Current Exemptions:	\$0.00
					Taxes w/o Exemptions:	\$3.19

Improvement / Building

Sketch

No sketches available for this property.

Property Image



Land

#	Type	Description	Acres	Sqft	Eff Front	Eff Depth	# Lots	Market Value	Prod. Value
1	12	SQ (00000-06000)	0.0000	0.00	0.00	0.00	1.00	\$450	\$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	\$0	\$450	\$0	\$450	\$0
2024	\$0	\$450	\$0	\$450	\$0
2023	\$0	\$450	\$0	\$450	\$0
2022	\$0	\$450	\$0	\$450	\$0
2021	\$0	\$450	\$0	\$450	\$0
2020	\$0	\$450	\$0	\$450	\$0
2019	\$0	\$450	\$0	\$450	\$0
2018	\$0	\$450	\$0	\$450	\$0
2017	\$0	\$450	\$0	\$450	\$0
2016	\$0	\$450	\$0	\$450	\$0
2015	\$0	\$450	\$0	\$450	\$0
2014	\$0	\$499	\$0	\$499	\$0
2013	\$0	\$451	\$0	\$451	\$0
2012	\$0	\$451	\$0	\$451	\$0
2011	\$0	\$475	\$0	\$475	\$0
2010	\$0	\$475	\$0	\$475	\$0
2009	\$0	\$475	\$0	\$475	\$0
2008	\$0	\$475	\$0	\$475	\$475
2007	\$0	\$475	\$0	\$475	\$0

Deed and Sales History

#	Deed Date	Type	Description	Grantor	Grantee	Volume	Page	Sale Price	Excise Number	Deed Number
1	10/14/2004	WD	Warranty Deed	DUCKEN FAMILY LLC,	DAVIS-TALBERT, CLAUDEAN			\$500.00	45538	4119179
2	04/27/1999	QCD	Quit Claim Deed	DUCKEN, FRANCES L	DUCKEN FAMILY LLC,			\$0.00	91561	99010103
3	11/01/1995	OTHER	Other - Misc. Documents	DUCKEN, FRANCES L	DUCKEN, FRANCES L			\$0.00	66722	94009989
4	03/01/1994	PRD	Personal Representatives Deed	DUCKEN, K J	DUCKEN, FRANCES L			\$0.00	40811	94005118
5	01/01/1900	OTHER	Other - Misc. Documents	Unknown	DUCKEN, K J			\$0.00	0	0

Payout Agreement

No payout information available..

DUGUALLA BAY COMMUNITY ASSOCIATION

817 SHORECREST DR
OAK HARBOR



Kristen Stavros

 360.720.4271

 kristen@stavroshomes.com

 @kristenonwhidbey



BY-LAWS OF DUGUALLA COMMUNITY, INC.**AMENDED and APPROVED as of September 21, 2024****ARTICLE I****MEMBERSHIP**

Section 1. Every person(s) who owns one or more lots in Divisions 1 through 9 of DUGUALLA BAY HEIGHTS according to the plats thereof, is a Member in Dugualla Community, Inc., a Washington State Homeowner's Association. (hereinafter "Dugualla Bay Heights" or "Association")

Section 2. Dugualla Bay Heights, provides water for its members as well as for non-members. The non-members are considered "users" of the Dugualla Bay Heights water system and facilities but are not members of Dugualla Bay Heights.

Section 3. Every Member of Dugualla Bay Heights shall pay any and all amounts billed to the member from the Association within 90 days in order to retain their rights and privileges in the Association. In the event a member fails to pay an invoice within 90 days of the due date then said member shall have their membership suspended. The Treasurer of the Corporation shall so mark the records of the Corporation; upon the records being so marked the right to vote and other privileges of the Member are suspended.

Section 4. Members shall not be financially benefitted either directly or indirectly. Nor shall any member directly advocate for or take such actions that would be detrimental to the Association and for the benefit of another business entity or individual.

ARTICLE II**MEETINGS OF THE MEMBERS**

Section 1. An Annual Meeting of the Members shall be held each calendar year on the third Saturday in September, or such other day as determined by the Board of Directors, in Island County Washington. The Board of Directors shall determine the time and place of the meeting. If the time and/or place of the Annual Meeting are changed within thirty days of the meeting, a new notice must be mailed to the members per Article II, Section 3.

Section 2. Special Meetings of the Members may be called by the Board of Directors or upon written request of ten or more Members addressed to the President. The request shall include an explanation of the purpose of the meeting. Special Meetings shall be held not less than fifteen days or more than thirty days after the President receives a request for the Special Meeting. If the President fails to call the meeting, any Member may give notice of the meeting per Section 3.

Section 3. Notice of meetings of the Members stating the time, place and general purpose of the meeting shall be mailed to each Member at their last known address at least thirty days prior to the Annual Meeting, and fifteen days prior to Special Meetings. For the Annual Meeting, the notice will include a proposed agenda and a list of Director positions that are due for election. The date the notice is mailed is considered to be the date notification was given. An entry shall be made in the minutes of the meeting confirming that appropriate notice was given to the Members.

Section 4. A quorum shall consist of 34% of the votes allocated to Members in person or as represented by duly authorized proxy (RCW 64.38.040).

Section 5. Any Member may appear at any of the meetings of the Members either in person or by duly constituted proxy. The numbers of lots a member owns is determined by the number of Island County Parcel numbers assigned. Each Member is entitled to one vote per each lot owned by that Member. If multiple Members own a single Lot or Lots then only one vote is cast for each lot and the Owners must determine amongst themselves how to cast the vote. For example, if the Member(s) own(s) 2 lots then the Member(s) is

entitled to 2 votes. If the Member(s) own one lot then they are entitled to one vote. A proxy, to be effective, must be in writing and filed with the Secretary of the Corporation at the time of the meeting or at any time prior to the meeting. Appearance at a meeting may be by video conferencing or other method that allows for participation. Any Member, before being qualified to cast a ballot at a meeting of the Association must pay in full any amounts due to the Corporation up to the date of the meeting.

The Association is the owner of several lots within Dugualla Bay Heights. The Association shall refrain from voting except in the event of a tie vote. Then the Board of Directors shall confer and cast all the votes the Association is entitled to in accordance with the vote of the Board.

Section 6. A member or the member's agent or attorney-in-fact may appoint a proxy to vote or otherwise act for the member by executing an appointment form in the form provided by the Association. An appointment form must contain or be accompanied by information from which it can be determined that the Member or the member's agent or attorney-in-fact authorized the appointment of the proxy. An appointment of a proxy is effective when an executed appointment in the form provided by the Association is received by the secretary. An appointment is valid for eleven months unless a shorter or longer period is expressly provided in the appointment form. The death or incapacity of the Member appointing a proxy does not affect the right of the Association to accept the proxy's authority unless notice of the death or incapacity is received by the secretary before the proxy exercises his or her authority under the appointment. The Association may accept the proxy's vote or other action as that of the member making the appointment and to any express limitation on the proxy's authority stated in the appointment form. A proxy may be revoked by a Member by delivering notice in the form provided by the Association to the secretary of the Association before the Association has relied upon the proxy.

Section 7. Meetings shall not be held without a quorum. Regular or Special Meetings of the Members shall be adjourned if there are not sufficient Members present, in person or by proxy. The reason for the adjournment shall be recorded.

Section 8. The President, or if absent, Vice President, Secretary, or Treasurer, in turn, shall call the meeting of the Members to order and act as presiding officer. If the Secretary is required to act, a Board member shall be designated from among the remaining Directors to record the proceedings of the meeting.

Section 9. A financial statement for the preceding fiscal year (1 June to 31 May of each year) shall be distributed to all Members prior to or at the Annual Meeting. A budget for the upcoming fiscal year (1 June to 31 May) shall be presented to the Members to approve. The budget shall contain the following:

- (a) The current amount of regular assessments budgeted for contribution to the reserve account, the recommended contribution rate from the reserve study (if available), and the funding plan upon which the recommended contribution rate is based;
- (b) If additional regular or special assessments are scheduled to be imposed, the date the assessments are due, the amount of the assessments per each owner per month or year, and the purpose of the assessments;
- (c) Based upon the most recent reserve study and other information, whether currently projected reserve account balances will be sufficient at the end of each year to meet the association's obligation for major maintenance, repair, or replacement of reserve components during the next thirty years;
- (d) If reserve account balances are not projected to be sufficient, what additional assessments may be necessary to ensure that sufficient reserve account funds will be available each year during the next thirty years, the approximate dates assessments may be due, and the amount of the assessments per owner per month or year;
- (e) The estimated amount recommended in the reserve account at the end of the current fiscal year based on the most recent reserve study, the projected reserve account cash balance at the end of the current fiscal year, and the percent funded at the date of the latest reserve study;

(f) The estimated amount recommended in the reserve account based upon the most recent reserve study at the end of each of the next five budget years, the projected reserve account cash balance in each of those years, and the projected percent funded for each of those years; and

(g) If the funding plan approved by the association is implemented, the projected reserve account cash balance in each of the next five budget years and the percent funded for each of those years.

Section 10. The agenda for the annual meeting may also provide for discussion and motion of the following: whether or not to engage a company to perform a reserve study (RCW 64.38.065); whether or not to pay for an audit (RCW 64.38.045) of the Association books; Election of Directors to fill any vacancies; approval of the budget for the upcoming year; additional motions and discussions as provided by the Members and the Board.

ARTICLE III

DIRECTORS

Section 1. The corporate powers, business and property of the Corporation shall be exercised, conducted and controlled by a Board of Directors.

Section 2. Any person of lawful age who is a Member in good standing at the time of their election may be elected or appointed as a Director of this Corporation.

Section 3. At the Annual Meeting, the Members shall, by majority vote, elect Directors. The Board of Directors shall be no less than 3 or more than 9 in numbers. Even-numbered Positions shall be elected in even-numbered years and serve a term of two years. Odd numbered Positions shall be elected in odd-numbered years and serve a term of two years. Elected Directors take office at the conclusion of the Annual Meeting. If a Director position is still unfilled at the end of the Annual Meeting, the Board may appoint a successor to fill the vacancy.

Section 4. The Members shall fill Board of Director vacancies during the Annual Meeting. Directors shall serve until their terms of office expire, they are removed by vote of the Members, disqualified for any reason, or resign. There is no restriction on the number of terms that a Director may serve.

Section 5. The Directors of this Corporation shall act without compensation.

ARTICLE IV

CORPORATE OFFICERS

Section 1. The Board of Directors shall elect the President, Vice President, Treasurer and Secretary for the Association from among Members of the Board following the Annual Meeting and may appoint committees from amongst the members. If there are only 3 Board Members than there will be no vice president.

Section 2. **PRESIDENT.** The President of the Corporation is the presiding officer at all meetings of the Members and the Board of Directors. The President has the enumerated powers herein and any additional powers as delegated by the Board of Directors.

Section 3. **VICE PRESIDENT.** The Vice President of the Corporation acts as

the President in the absence of the President.

Section 4. TREASURER. The Treasurer of the Association keeps accurate and complete financial records of the Association; including the current budget, detailed receipts and expenditures, and other accounting records. All financial statements and tax returns of the Association. The records shall be maintained for a period of seven years.

Section 5. The Treasurer keeps a record of the names and addresses of the Members of the Association. The record of Members shall indicate which Members are delinquent on the payment of dues and assessments.

Section 6. If the Treasurer is unable or unwilling to perform the duties herein, the President or Vice President assumes those duties or the Board may elect a Board member to fill the remainder of the Treasurer's term of office.

Section 7. SECRETARY. The Secretary of the Association gives notice of all meetings of the Members and the Board of Directors. The Secretary of the Association shall retain the following records (RCW 64.38.045 (4)):

- (a) Minutes of all meetings of its owners and board other than executive sessions, a record of all actions taken by the owners or board without a meeting, and a record of all actions taken by a committee in place of the board on behalf of the association;
- (b) The names of current owners, addresses used by the association to communicate with them, and the number of votes allocated to each Member;
- (c) Its original or restated declaration, organizational documents, all amendments to the declaration and organizational documents, and all rules currently in effect;
- (d) A list of the names and addresses of its current board members and officers;
- (e) Its most recent annual report delivered to the secretary of state, if any;
- (f) Copies of contracts to which the Association is or was a party within the last seven years;
- (g) Materials relied upon by the board or any committee to approve or deny any requests for design or architectural approval for a period of seven years after the decision is made;
- (h) Materials relied upon by the board or any committee concerning a decision to enforce the governing documents for a period of seven years after the decision is made;
- (i) Copies of insurance policies under which the association is a named insured;
- (j) Any current warranties provided to the association;
- (k) Copies of all notices provided to owners or the Association; and

(l) Ballots, proxies, absentee ballots, and other records related to voting by owners for one year after the election, action, or vote to which they relate.

The records required to be retained by the Association must be made available for examination and copying by all owners, holders of mortgages on the lots (excepting Membership rosters), and their respective authorized agents at a mutually convenient time and location.

Records retained by an association must have the following information redacted or otherwise removed prior to disclosure:

- (a) Personnel and medical records relating to specific individuals;
- (b) Contracts, leases, and other commercial transactions to purchase or provide goods or services currently being negotiated;
- (c) Existing or potential litigation or mediation, arbitration, or administrative proceedings;
- (d) Existing or potential matters involving federal, state, or local administrative or other formal proceedings before a governmental tribunal for enforcement of the governing documents;
- (e) Legal advice or communications that are otherwise protected by the attorney-client privilege or the attorney work product doctrine, including communications with the managing agent or other agent of the association;
- (f) Information the disclosure of which would violate a court order or law;
- (g) Records of an executive session of the board;
- (h) Individual lot files other than those of the requesting owner;
- (i) Unlisted telephone number or electronic address of any owner or resident;
- (j) Security access information provided to the association for emergency purposes; or
- (k) Agreements that for good cause prohibit disclosure to the members.

The Association will charge a fee of \$25 per hour for all records requested. In the event a Member wants a copy of the records then an additional 50 cents per page fee is required to be paid prior to the release of the records. Every Member is entitled to an annual request to receive a list of the lots and the owner's name.

There shall be a \$5,000 fine for any Information provided pursuant to this section that is used for commercial purposes.

This section applies to records in the possession of the association on July 23, 2023, and to records created or maintained after July 23, 2023.

Section 8. The Secretary shall perform additional administrative duties as needed, such as official correspondence, as assigned by the Corporation President or Board.

Section 9. If the Secretary is unable or unwilling to perform the duties herein, the President or Vice President assumes those duties or the Board may elect a Board member to fill the remainder of the Secretary's term of office.

ARTICLE V

BOARD OF DIRECTOR DUTIES

Section 1. The Board of Directors has the following power:

- To incur indebtedness on behalf of the Association, and authorize the execution of promissory notes or other evidence of indebtedness of the Association, and agree to pay interest thereon.
- To sell, convey, transfer, assign, exchange, lease and otherwise dispose of, mortgage, pledge or otherwise encumber the property, real and personal, and the franchises of the Association.
- To purchase, lease and otherwise acquire property, real and personal on behalf of the Association and generally to do and perform or cause to be done and performed any and every act, which the Association may lawfully do or perform. Extraordinary expenditures, such as major capital improvements, shall be presented to the Members for approval at the Annual Meeting or at a Special Meeting. This provision is not meant to restrict the Board of Directors from taking action in an emergency or in situations in which delay could result in the Association incurring liability.
- To employ or engage individuals and corporations to effectuate the reasonable and necessary upkeep, maintenance, and repair of Association properties and water system components. Employment contracts requiring a time period of greater than one year shall not exceed 3 years.
- To terminate the employment or services upon a majority vote of the Board of Directors. The Board of Directors may also affix a bond for any and all employees, agents, or officers in the Board's sole discretion.
- To determine the fees, rates, charges, and collect fees and assessments as determined by the annual budget as well as impose special assessments for unforeseen costs and expenses not included in the budget.

Section 2. Directors stand in a fiduciary relation to the Corporation and must discharge the duties of their positions in good faith and with that diligence, care and skill which ordinarily prudent persons would exercise in similar circumstances.

ARTICLE VI

VACANCIES

Section 1. Any Director may be removed, with or without cause, by a majority vote of the Members confirmed as eligible to vote at a Special Meeting called for that purpose. Members may choose to fill the vacancy, or vacancies, at the same Special Meeting or task the Board to fill the vacancy.

Section 2. Members of the Board of Directors shall attend all meetings. Any Member who does not attend three or more consecutive Regular or Special Meetings of the Members shall be removed from the Board unless the remainder of the Board of Directors votes to the contrary. If any Director is removed for non-attendance, the Board of Directors shall appoint a successor to fill the vacancy for the remainder of that Director's term of office.

Section 3. When a vacancy occurs among the Directors, except by recall and election of a successor, the Board of Directors shall appoint a successor by a majority vote of the Board of Directors. An appointed Director holds office until the next Annual Meeting, at which time a successor is elected to fill the remaining term of office, unless the term is expired, in which case, a Director will be elected to fill the position.

ARTICLE VII

BOARD OF DIRECTOR MEETINGS

Section 1. Board of Director Meetings are held at such time and place in the State of Washington as the Board decides. Special Meetings of the Board of Directors may be called any time by the President or on the order of two Directors.

Section 2. Directors shall register their addresses with the Secretary. Notice of meetings mailed to that address or e-mailed to the Directors e-mail address shall constitute valid notice of the meetings. Notice of Board of Director meetings, stating the time and general purpose of the meeting shall be mailed, e-mailed, or otherwise personally delivered to each Director not later than three days before the meeting.

Section 3. Every act or decision of a majority of the Directors present at a meeting with a quorum is valid as the act of the Board of Directors. A quorum of the Board consists of a majority of the directors in office at the time the meeting begins. Board Members may cast ballots by e-mail, teleconference, regular mail or via video conferencing on any matter before the Board, but a quorum must still be physically present at the meeting.

ARTICLE VIII

PROPERTY

Section 1. All property, real or personal (in process of being obtained, interest in or to property of any nature, and wherever situated), shall be the property of the Members of the Association upon dissolution of the Association.

ARTICLE IX

FEES AND ASSESSMENTS

Section 1. If deemed necessary, an annual membership fee may be set by the Board of Directors. The membership fee may be paid in advance in quarterly or semi-annual installments, or annually, as the board determines. Upon non-payment of fees for three months from the due date, all rights and privileges of the non-paying Member will be suspended. The suspension shall continue until all delinquencies and defaults are corrected and all payments brought up to date per the provisions of Article IX, Section 3 below.

Section 2. The Board of Directors shall levy regular or special assessments on Members for the purpose of operating and maintaining the water system. The Board of Directors may establish a water usage rate chargeable to those Members who are connected to the water system. A billing notice will be mailed to each Member every three months. Payment in full is due within thirty days of the mailing date of the notice. The Board of Directors shall establish a water usage rate and charge users connected to the Water System who are not Members of the Association. The Board of Directors may set separate rates and fees to the non-Member users. A billing notice will be mailed to each user every three months. Payment in full is due within thirty days of the mailing date of the notice.

Section 3. In the event of overdue payments, Members and users shall pay to the Corporation the full amount owed including but not restricted to late fees, attorneys' and collection agency fees and costs reasonably incurred in enforcing payment. The amount owed to the Corporation shall be a lien on the member's real property (as described in Article I, Section 1), superior to any and all other liens created or permitted by the owner and enforceable by foreclosure proceedings in the manner provided by law for foreclosure of mortgages upon land. Proceedings for the foreclosure of this lien shall not be commenced sooner than six months after the date the first billing notice was mailed to the Member.

Section 4. In addition to the provisions of Section 3, the Board reserves the right to terminate water service to any Member or user who has not paid water system-related assessments and fees by three months after the due date. The board will provide written notification to the Member or user at least thirty days prior to terminating service. The Member or user will be responsible for all costs associated with terminating and reconnecting water service.

ARTICLE X

BUILDING AND USE RESTRICTION ENFORCEMENT

Section 1. As stated in the Building and Use Restrictions for Dugualla Bay Heights Divisions 1 through 9, the Building and Use Restrictions may be enforced by any lot or building site owner or by the Association. The procedures stated below should be followed in addressing violations of the Building and Use Restrictions.

A. Any Member who observes a violation of the Building and Use Restrictions may elect to bring the violation to the attention of the owner of the property on which the violation is occurring. The Member making the complaint must specify the nature of the violation, the specific provision of the governing documents being violated, and what corrective action is being sought. If a mutually agreed resolution to the complaint by the parties is achieved, no other action is required.

B. If mutual agreement is not achieved, and the complainant wishes to pursue the matter further, the complainant shall restate the complaint, provision of the Association governing documents being violated, and the corrective action being sought in a letter to the owner of the property on which the violation is occurring (if this is not already done).

C. If the recipient of this letter fails to respond within thirty (30) days or a mutual agreement is not reached, the complainant may elect to submit a letter to the Board of Directors requesting the Board of Directors intercede. The letter must include a description of the violation, the name and address of the property owner against whom the complaint is being made, the provision of the governing documents being violated, and a list of all of the steps taken up to this point to attempt to resolve the complaint. A copy of this letter shall be sent to the individual who is the subject of the complaint. D. If the individual who is the subject of the complaint feels that the

complaint does not have merit, that person may submit a rebuttal in writing to the Board of Directors with a copy to the complainant within 30 days of receiving the complaint.

E. The Board of Directors shall review the complaint and any rebuttal received and attempt to determine if a violation of the Building and Use Restrictions has occurred.

F. If the Board determines that no violation has occurred, they will notify the complainant and subject of this in writing. The notification shall include a detailed explanation of the Board's decision. G. If the Board determines a violation has occurred, the Board shall attempt to contact the owner on whose property the violation has occurred and request the owner correct the violation.

H. If the Board is unable to contact the property owner or the property owner is unresponsive, the Board shall send a registered letter to the property owner citing the violation and specifying the remedy required. The property owner shall be given 30 (thirty) days to respond to this letter. I. If the property owner responds by the deadline and takes appropriate action to come into compliance to the

satisfaction of the Board of Directors, no further action is required except that the Board shall maintain a full and complete record of the complaint and associated actions taken in the community archival files, for a period of seven years. J. If the property owner is unresponsive to the registered letter or fails to come into compliance within a reasonable period of time, the Board of Directors may refer the issue to an attorney requesting action be initiated to enforce the Building and Use Restrictions by proceedings at law. K. Both parties to the complaint shall be kept informed in writing of the actions taken by the Board of Directors.

Section 2. Nothing in this article shall infringe on the rights of any lot or building site owner, or by the Association, either individually or collectively, to seek enforcement by proceedings at law or in equity against any person, firm or corporations violating or attempting to violate the Building and Use Restrictions, or any portion thereof, either to recover damages or to restrain violation or to

enjoin the use of a structure or structures, or to require performance of any act or removal of a structure or structures, in such form and under such penalties as judgment, order or decree of a court shall provide. In any litigation to enforce the Building and Use Restrictions, the prevailing party shall be entitled to recover from the losing party reasonable attorney's fees and court costs as determined by the court to be just, fair and proper.

ARTICLE XI

Section 1. These by-laws shall be reviewed at least once every five years by the Board of Directors or by a committee established by the Board for that purpose. Members may submit proposed amendments at any time. All proposed amendments shall be distributed to the Members at least thirty days prior to the Annual Meeting and shall be voted on at the Meeting. Amendments may be adopted by a simple majority vote of the Members present in person or by proxy at meeting.

Amended Building and Use Restrictions Affecting Division No.7 of the Plat of Dugualla Bay Heights A majority of the owners of building

sites having completed dwellings upon the premises as located in Division No. 7, Plat of Dugualla Bay Heights, as per Plat recorded in the records of Island County, Washington, do hereby adopt these Amended Building and Use Restrictions in order to maintain a good and restricted residential character for the premises, and to ensure a homogeneous development of the premises and all of the property within the said Plat, and for the rights and benefit of each owner of a building site in the aforesaid division and of the Plat of Dugualla Bay Heights, do hereby provide and declare that all of the lots and blocks in the Plat of Dugualla Bay Heights, Division No. 7, hereinafter called 'the premises', shall be owned, held, used, occupied and developed subject to these Amended Building and Use Restrictions and do hereby provide and impose as follows: 1. This Amended Building and Use Restriction

supersedes and replaces in its entirety the previous Building and Use Restrictions and Amendments thereto, previously filed under the following Island County Auditor's File Numbers: 202727, 89012501, and 95020784. This new Building and Use Restriction has been adopted in accordance with the amending process set forth in the previous Building and Use Restriction recorded under Island County Auditor's File Number 202727

2. No building site shall be used except for single occupancy residential purposes. No building site shall be used for business or commercial purposes. No building shall be erected, altered, placed or permitted to remain on any building site other than one detached single occupancy dwelling, except that one private garage, a guest house and a garden house, herein termed "accessory buildings", may be erected, altered, placed and permitted to remain on such building site, if used as an accessory to such dwelling. Rental for residential purposes of a dwelling coming within the terms hereof shall not constitute a business or commercial purpose. 3. No used house shall be

moved upon, erected, altered, placed or permitted to remain upon any building site without written permission of the Board of Directors of Dugualla Community, Inc., having been first obtained.

4. Any building to be erected on the premises shall be in accordance with the following procedures: No dwelling shall be erected, altered, placed or permitted to remain on any building site having a main floor area less than 750 square feet, excluding any attached carport or garage, but including any porch, patio and passageway covered by a permanent roof integral with the roof of principal structure. -1- No dwelling or accessory building shall be placed nearer than 5 feet to the side boundary of any building

site, nor nearer than 20 feet to

the county road, and not closer than 20 feet to the line of mean high water on Lots 40 to 51 inclusive, of this division.

No structure in excess of 2 stories in height, and no structure of A-frame type in excess of 30 feet in height shall be constructed, erected, altered, or placed or permitted to remain on Lots 40 through 51, inclusive, of this division.

A. Approval of Plans For the purpose of further insuring the development of the land so platted as an area of high standards, the owner occupant of each and

every lot by acceptance of title thereto, or by taking possession thereof, and the present owner of each lot by retaining title thereto covenants and agrees that he or she shall not erect any building, dwelling, or other structure unless and until the plans and specifications therefore and plot plan have been approved in writing by the Architectural Control Committee hereinafter provided.

Each such building, dwelling, or structure shall be placed on the premises only in accordance with the plans and specifications and plot plans so approved. Refusal of approval of plans and specifications by such committee must be based upon reasonable grounds to insure homogenous development of the premises and of the rights of other real property owners in Dugualla Bay Heights and consistent with the restrictions heretofore filed and the amendments filed hereof. If the committee shall fail to approve or disapprove the plans and specifications within thirty days after written request therefore then such approval shall not be required, provided that no building or other structure shall be erected which violates any of the covenants herein contained.

B. ArchitecturalControlCommittee The Board of Directors shall appoint one or more persons to the committee herein referred to and a successor committee or committees

shall also be appointed by the Board of Directors of Dugualla Bay Heights. The committee shall be composed of such members as the directors of Dugualla Bay Heights, Inc. shall so provide.

C. 11/2StoryHeightLimitation

Whenever and wherever the term "1 1/2 stories in height" is used in any of the restrictive and protective covenants for all nine of the subdivisions of Dugualla Bay Heights as a limitation of the height of a limitation of the height of

-2-

a structure on any lot so restricted, the following shall define the maximum height of said structure:

A structure whose highest point, excluding chimneys, does not exceed 18 feet, measured at the mid-point of the building site (lot) setback line (as described in these covenants) drawn parallel to the street which is named as the official post office address of the building site (lot) or a structure whose highest point does not exceed 14 feet above the highest point on the building site (lot) shall be in conformance with the height limitation, "1 1/2 stories in height." All structures in excess of this height are hereby defined to be conclusively in excess of "1 1/2 stories in height."

The measurements set forth above will be established before any filling, excavation or site preparation is accomplished on the building site and will be shown clearly on all plot plans, exterior elevations, building sections and specifications for the buildings or structures discussed above.

The Dugualla Community, Inc. Board of Directors is authorized, in their discretion, to approve structures which exceed the above heights on recommendation of the architectural control committee so long as the quality and expanse of views of other property owners are preserved, the structures are homogenous to the development of the plat, and there is no objection from property owners whose views may be affected by the non-conforming structure.

5. Construction on any lot shall require a building permit and sewage disposal permit prior to commencement of work. No building shall be erected, altered, placed or permitted to remain upon a building site unless construction be good and substantial, unless all chimneys installed shall be equal to or better than fire insurance underwriter's approved specifications and unless the exterior, shall be completed and finished in a usual manner, having regard for the type of construction. Work shall be prosecuted with reasonable expedition, upon any building or structure from the beginning of construction to completion of the exterior. The exterior of any newly constructed structure shall be completed within two years after the date of commencement of construction.

6. No dwelling shall be occupied until the exterior thereof shall be substantially completed. No structure, other than a dwelling conforming to these Building and Use Restrictions, shall be occupied as a temporary or permanent residence, and no tent, trailer or mobile home shall be moved onto or erected or maintained upon the premises or occupied as a temporary or permanent residence thereon, except that a finished garage or a finished garden house, or a trailer, may be occupied as a temporary residence for a period of not to exceed 24 consecutive

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months during the period of construction of a dwelling, and provided the same shall be connected to a septic tank.

7. No dwelling shall be occupied or continue to be occupied unless, within 90 days after water shall be available in a pipe line designed to serve the building site, it shall be connected with a sewer or a septic tank designed for sewage disposal, installed, used and maintained in conformity with the requirements of the Department of the State of Washington or of Island County having jurisdiction.

8. In conjunction with each dwelling there shall be maintained and used a closed sanitary container for the deposit of garbage and refuse.

9. No tank for the storage of fuel oil or propane gas shall be erected or used unless it is installed in some type of enclosure and is not obtrusive to the neighbors. This enclosure can be man-made or horticultural in nature, must conform to Island county regulations and be approved by the Architecture Control Committee.

10. No animals, livestock, or poultry of any kind shall be raised, bred or kept on any building site, except that cats, dogs or household pets may be kept, provided they are not kept, bred, or maintained for any commercial purpose.

11. Each owner of a building site, upon which a dwelling has been constructed, shall keep the building site in a neat, clean and orderly condition. Recreational vehicle parking should be parked on the owner's property to protect, preserve and enhance neighbors' view and to maintain a neat and orderly appearance in the division. Visiting recreational vehicles shall not remain on any site within the community for a period greater than 14 consecutive days, nor exceed 28 calendar days per year.

12. No lot shall be used or maintained as a dumping ground for rubbish or junk of any kind. Trash, garbage or other waste shall not be kept except in sanitary containers. All equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition. All outdoor burning shall be done in accordance with applicable Island County regulations. No noxious weeds shall be permitted to grow thereon and further that no weeds or wild growth shall be allowed to grow thereon uncontrolled such that the height thereof shall in any manner detract from the appearance thereof. No unlicensed or inoperable vehicles shall be allowed to remain in open storage on any building site without written authorization from the Dugualla Community, Incorporated Board of Directors.

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13. No commercial goods, equipment, trucks, vehicles or paraphernalia used or designed for use in connection with any business, service, or trade, shall be kept or stored in the open on any residential lot.

14. No sign of any kind shall be displayed to the public view on any lot except one professional sign of not more than one square foot, one sign of not more than five square feet advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction and sales period.

15. No horticultural growth shall be placed or permitted to grow to a height in excess of 25 feet above the present grade level on Lots 40 through 51 inclusive.

16. No dike, bulkheads or obstructions shall be placed or constructed to extend more than 10 feet below the line of mean high water on Lots 40 through 51 inclusive, of this division.

17. The following restrictions and limitations are applicable to Lots 40A through 49A inclusive, as follows:

a. building shall be limited to the construction of piers, floats, boat moorage and/or similar type related structures.

b. Storage sheds or buildings may be constructed but no building shall be used for a toilet facility or a residence temporarily or permanently.

c. Boathouses will not be permitted; however small skiffs or rowboats may be stored in the storage shed.

d. No building shall be allowed more than 150 square feet of floor space and not more than 12 feet high, at its highest point, above the water level of the lagoon. The building shall be painted and kept in a neat condition.

e. No, building of any kind shall be allowed farther than 20 feet from nor closer than 5 feet to the county road right of way.

f. An easement for the free passage of boats is allowed on that portion of the lots extending into the lagoon beyond 20 feet from the road right-of-way.

g. No powerboats of any type will be allowed on this lagoon.

18. Upon purchase of a lot in the Plat of Dugualla Bay Heights, each fee owner or contract purchaser of a residential lot or lots situated in the premises is hereby automatically made a member of Dugualla Community Inc., a Washington non- profit corporation, (hereinafter, called the "corporation") on the following terms and conditions:

(a) Each membership in the corporation runs automatically with the ownership of the land, and each membership shall be governed by the Articles of

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Incorporation, Bylaws and Rules and Regulations of the Corporation, including any amendments or revisions thereof, which may hereafter be effected from time to time.

(b) Each fee owner or contract purchaser shall maintain his membership in the corporation in good standing, subject to the restrictions for aforesaid Articles, By- Laws and Rules and Regulations, as long as he shall continue to have a fee owner's or contract purchaser's interest in said residential lot or lots. The membership shall cease and terminate upon the bona fide transfer of ownership of said residential lot or lots by the member (it being understood that the sale of the realty under a real estate contract or assignment of a vendee's interest in a real estate contract shall constitute a transfer of ownership for the purposes of termination of membership).

(c) Each member shall pay when due all fees, dues, charges or assessments which may from time to time become payable to the corporation; and any default or defaults on such obligations or otherwise with regard to the member's duties and obligations as a member of the corporation, shall subject said defaulting member and/or the residential lot or lots owner or being purchased by said defaulting member, to such claims, damages, liens, mortgages, penalties and/or other liabilities as may now or hereafter be provided for by law and/or in the aforesaid Articles, Bylaws and Rules and Regulations of the Corporation.

19. These Building and Use Restrictions may be supplemented, relaxed, revoked or amended, in whole or in part, at any time by a majority of the fee owners or contract purchasers of a residential lot or lots situated upon the premises, evidenced by an instrument in writing, filed for record in the office of the Auditor of Island County.

20. These Building and Use Restrictions shall run with the land and shall be binding upon vendees and/or grantees of the subdividers herein, and all persons, firms and corporations obtaining title to or in any manner occupying the premises or any portion thereof from the date hereof.

21. These Building and Use Restrictions may be enforced by any lot or building site owner, or by Dugualla Community, Inc., by proceedings at law or in equity against any person, firm or corporation violating or attempting to violate these Building and Use Restrictions, or any portion thereof, either to recover damages or to restrain violation or to enjoin the use of a structure or structures, or to require performance of any act or removal of a structure or structures, in such form and under such penalties as judgment, order or decree of a court shall provide. In any litigation to enforce these Restrictive Covenants, the prevailing party shall be entitled to recover from the losing party reasonable attorney's fees and court costs as determined by the court to be just, fair and proper.

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22. The invalidation of any portion of the Building and Use Restrictions by judgment, decree or order of a court having jurisdiction, shall in no wise affect any of the other provisions, which shall remain in full force and effect.

Now, therefore, the undersigned parties, being the majority of the owners of the building site having a completed dwelling upon the premises, adopt these Amended Building and Use Restrictions. At the time of the execution of this document, in Division 7, there were _____ completed buildings, and _____ of the owners of lots having completed dwellings have signed this Amended Building and Use Restriction.

Architectural Control Committee

Do you plan to build a new home, add on to an existing one, or build a gazebo, garden house or shed? Remember that the covenants you signed when you purchased your property require you to submit the plans to the Dugualla Community Architectural Control Committee before you start construction. Visit the Architectural Control Committee page for forms and information.

The Architectural Control Committee was established by the Dugualla Bay Heights Restrictive Covenants. The purpose of the committee is to help ensure that all structures erected within the community comply with the building and use restrictions contained in the covenants.

The committee is appointed by the Board of Directors and has the responsibility to review and approve/disapprove all building plans prior to construction. Specifically, no one may erect any building, dwelling or structure in Dugualla Bay Heights unless the plans, specifications and plot plan have been approved in writing by the Architectural Control Committee. The committee is charged with issuing written approval/disapproval of plans within 30 days of submission. If the committee fails to approve or disapprove the plans within 30 days after the written request is submitted, then no approval is required; provided that no building or other structure shall be erected which violates any of the covenants.

The form to be used for submitting plans to the committee is attached. You may obtain the form by printing it directly from the web site (Building Request Form), or by contacting one of the following committee members. For more information about the Architectural Control Committee, please contact one of the following committee members below:

Shawn Albert

E-mail: albertconstruction@hotmail.com

Architectural Control Committee

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Shawn Albert

E-mail: albertconstruction@hotmail.com

Your Water

Our water is serviced by Cascade Water Solutions. 360-499-3100

Mail your payment to: 1261 NW Crosby Ave., #A, Oak Harbor, WA 98277

water@cascade-pros.com

Community Contacts: Graig Habermann and JD Ray (for administrative questions only).
Please contact Cascade Water Services for all operational queries and requests.

Conservation Easement

Dugualla Heights Conservation Easement

VACANT

The Dugualla Heights conservation easement was finalized in December of 2009. In an agreement between the Whidbey-Camano Land Trust and the Dugualla Community. 29 acres including the 4 acre open water lagoon are protected from development. This is an ongoing project that has included removal of invasive weeds and added native plants to improve wildlife habitat.

Duties include ensuring the inlet/outlet culvert is clear and to be the DCI contact with Whidbey-Camano Land Trust.

Dugualla Heights Conservation Easement – Fact Sheet

Grantor(s): *Dugualla Community, Inc.*

Current Owner(s): *Dugualla Community, Inc.*

Acres: *29 acres*

Year Protected: *2009*

Parcel Numbers: *S6515-07-00047, S6515-07-00049, S6515-07-00046, S66515-08-00079, S66515-08-00080, S66515-08-00081, S66515-08-00082, R23317-326-4720, R23316-298-0570, S6515-08-0000D*

Location: *701-799 E Dugualla Rd, Oak Harbor, WA 98277*

Website Link: *<http://www.wclt.org/projects/dugualla-bay-2/>*

Description of Property:

The Conservation Easement divides the property into three zones.

Zone A: *Beach and Nearshore*

Zone B: *Community Areas*

Zone C: *Fish and Wildlife Refuge*

Each zone has different permitted uses and defining characteristics as described below. Refer to the Conservation Easement for more details.

Zone A: Beach and Nearshore

Zone A consists of approximately 0.5 acres with 128 feet of frontage on Skagit Bay and is undeveloped except for a tide gate outlet and culverts and an unimproved pedestrian trail from the picnic area to the beach. Zone A is undisturbed and retains its natural, native beach condition characterized by a large accumulation of driftwood and by native beach vegetation, including dunegrass, beach pea, sea plantain, Suksdorf sagewort, and other native species. Zone A is used primarily for pedestrian access to and from the beach.

As of November 13, 2009, a narrow strip of grass just inside the east and west boundaries of Zone A was being mowed along with lawns on the adjacent private properties. The Conservation Easement prohibits continuation of this practice and the grass will be allowed to grow. A narrow strip of grass was also being mowed along the south boundary of Zone A; this practice will also be discontinued.

Zone B: Community Areas

Zone B consists of four separate areas (Zones B1, B2, B3 and B4). Zone B1 consists of land that lies between the road ends of Bay Front Lane and Shorecrest Drive and has a mix of low-lying vegetation, including lawn. Zone B1 is undeveloped except for trails and a picnic table and is used primarily for picnicking, non-motorized access between the two road ends, access to the beach, and other low-impact recreational uses.

Zones B2 and B3 are small areas adjacent to Elkhorn Street and Dugualla Road, respectively. They are undeveloped and consist of grasses (mowed and unmowed) and native trees and shrubs. There is a short trail at the north end of Zone B2 that dead-ends in the brush. This trail leads to a large dumping area (5 ft x 25 ft) for yard debris. The Grantee has been notified and the yard debris will be removed. There are no trails currently in Zone B3.

Zone B4 consists of approximately 1.5 acres, is undeveloped, and consists primarily of tall grasses on the northerly half and mixed native trees and shrubs on the southerly half. There is a dirt access road into the area and occasional pedestrian and dog walking use of Zone B4.

Zone C: Fish and Wildlife Refuge

Zone C consists of two separate areas (Zones C1 and C2). Zone C1 is located on the north side of Dugualla Road and consists of approximately 23 acres. It was once part of a former pocket estuary and now contains a lagoon with approximately six acres of open water, scattered trees, mixed shrub areas, and fields currently used for pasture. Because of significant alteration, the lagoon is now mostly fresh water, with some saltwater input from Skagit Bay through the open tidegate pipe during higher tides. Zone C is undeveloped except for drainage facilities (tidegate, drainage ditches, and culverts), wire and wood post fencing, and gates. Vegetation in Zone C1 includes grass and other herbaceous plants, emergent wetland vegetation, shrubs and trees. Plant species include bulrush, a variety of grasses and sedges, willow, big-leaf maple, snowberry, Nootka rose, Himalayan blackberry, salmonberry, scattered Douglas fir, and occasional western red cedar. A portion of Zone C1 has been and is currently used as pasture for grazing cattle. There is a small yard debris dumping area (5 ft x 2 ft) on the north side of Zone C1, just south of Bayfront Lane. The Grantee has been notified and the yard debris will be removed.

Zone C2 is located on the south side of Dugualla Road and consists of approximately three acres of a healthy, mixed native forest. Vegetation in the forest includes mature Douglas fir, western hemlock, western red cedar, red alder, big-leaf maple, swordfern, salmonberry, salal, and other native understory species. There is a small, perennial stream that flows through the forest and drains into Zone C1. The riparian vegetation adjacent to the stream includes western red cedar, alder, western skunk cabbage, salmonberry, and other typical moist forest species.

Purpose of easement:

The purpose of this Conservation Easement is to:

- Protect, conserve, maintain, restore, and enhance the natural values of the property for salmon recovery, fish and wildlife habitat, water quality, scenic views, and healthy wetland, riparian and forest systems. The purpose includes the protection of habitat as defined in Section 1 of the Conservation Easement.***
- Preserve the natural and open space value of the property.***
- Permanently protect the educational and scientific values and features of the property.***

Human-Made features:

Most of the following features are marked on the map in Appendix E: Site Map and/or documented by photos in Appendix J: Feature Photo Documentation.

Structures

- A picnic table is located in Zone B1.***
- The pipe of an old tidegate connects the lagoon to Skagit Bay. The tidegate itself was removed leaving an open pipe and wood frame structure, which now connects the lagoon to Skagit Bay.***
- Wire and wood post fencing and access gates in Zone C1 are currently used to keep cattle in the pasture areas.***

- *There is a culvert under Dugualla Rd that comes into the property from the stream and roadside ditch to the south. There is a painted mark on the road for another culvert associated with the roadside ditch on the northeast side of the property.*
- *The fire hydrants, storm drain grates and other utility boxes pictured in the photo-documentation are mostly in the road right-of-way but included here for future reference.*

Summary of Permitted Uses:

Under the terms of the Conservation Easement, the Grantor has a number of permitted uses. The property has been divided into three zones (A, B and C) and the Conservation Easement describes what level of activity is allowed in each zone. Recreational activities such as walking, wildlife viewing, and dogs are discussed as well as mowing, trimming, and removal of vegetation. To see what activities are permitted in each of the three zones refer to the Conservation Easement. The zone maps with brief descriptions of permitted uses can be seen in Appendices F, G and H.

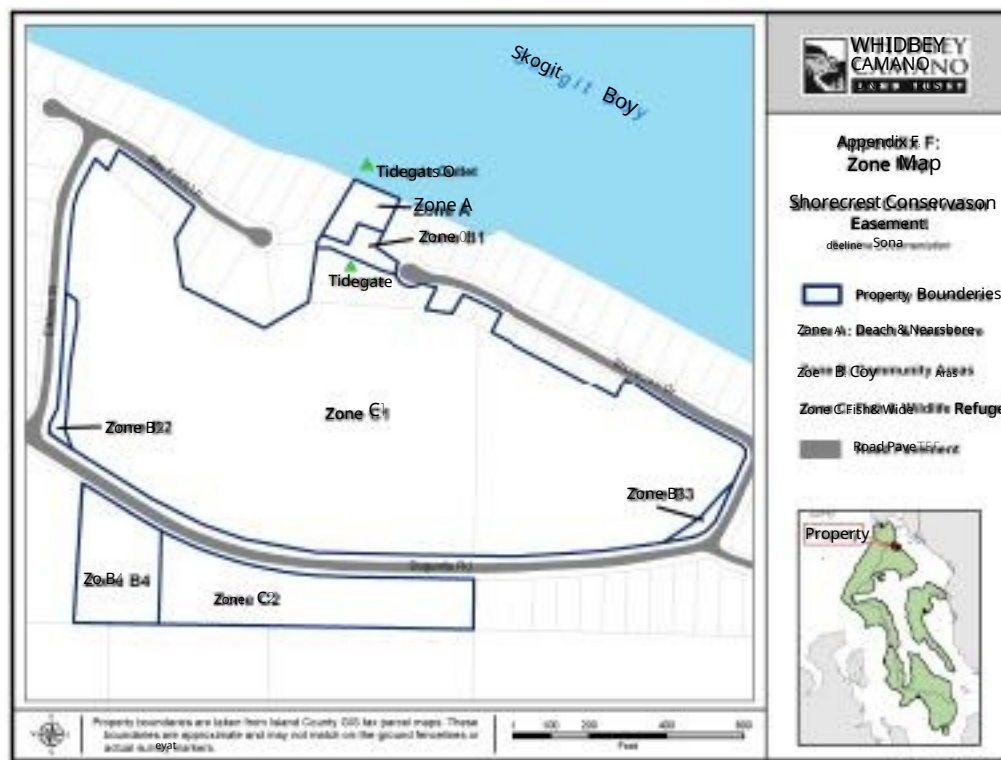
This is a brief summary of the actual legal rights. For a complete description of these rights, refer to the Grant Deed of Conservation Easement.

Summary of Prohibited Uses:

Prohibited uses include subdivision, agricultural activities, construction, alteration of land, alteration of water courses, waste disposal, storage, hunting, mining, fish and wildlife disruption, domestic animals, motorized and mechanized vehicles, commercial use, transfer of development or water rights and commercial or industrial activities. Introduction of non-native vegetation and harvesting of native plants are prohibited except as expressly provided in the Easement.

This is a brief summary of Prohibited Uses. For a complete description of these rights, refer to the Grant Deed of Conservation Easement.

Monitoring History: *First monitored in 2010. Restoration completed in 2017.*



LOCAL DETAILS

817 SHORECREST DR
OAK HARBOR



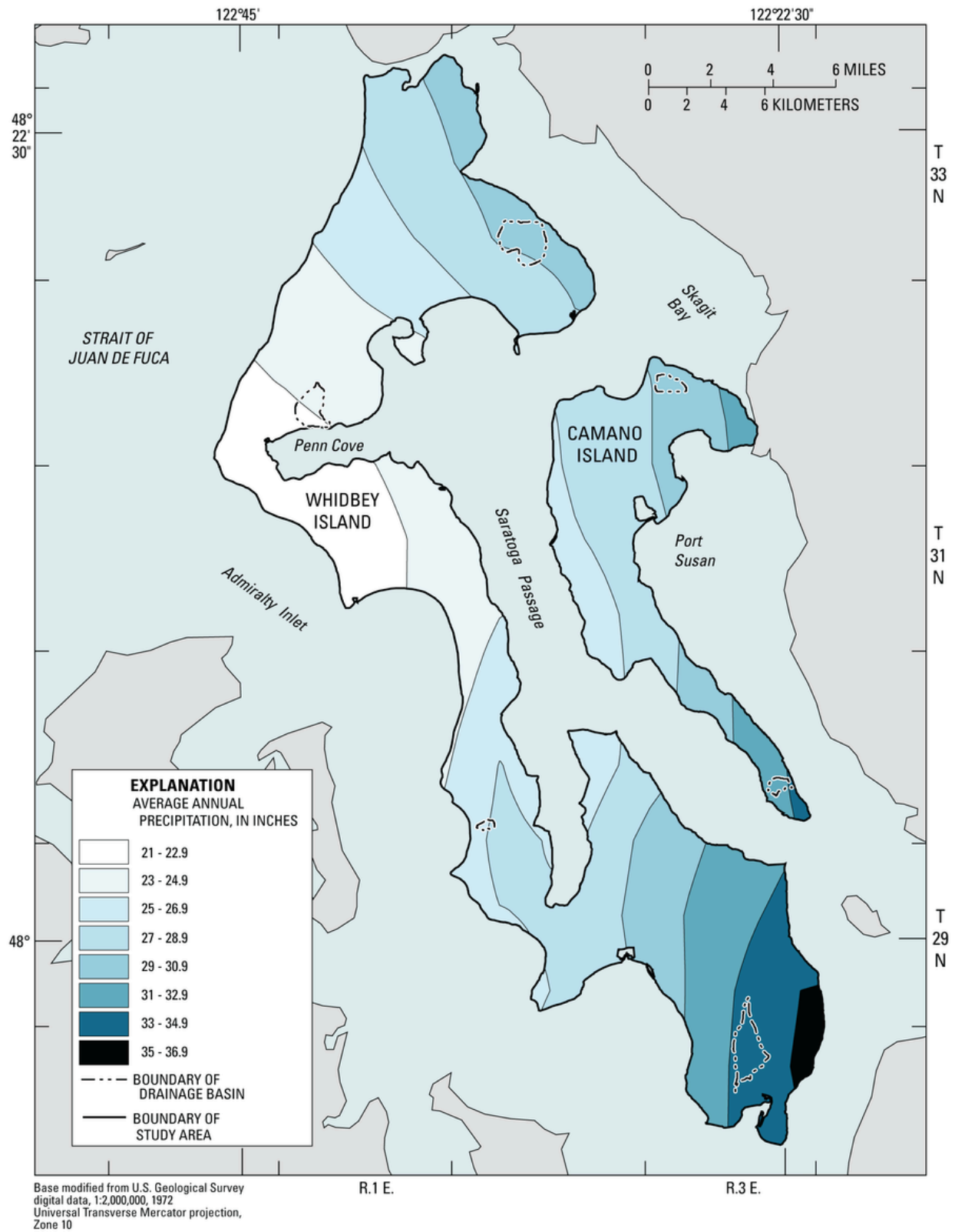


Figure 3. Average annual precipitation on Whidbey and Camano Islands, Island County, Washington. Precipitation values are from gridded values from PRISM (Oregon Climate Services, 1999) for 1961-90.

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

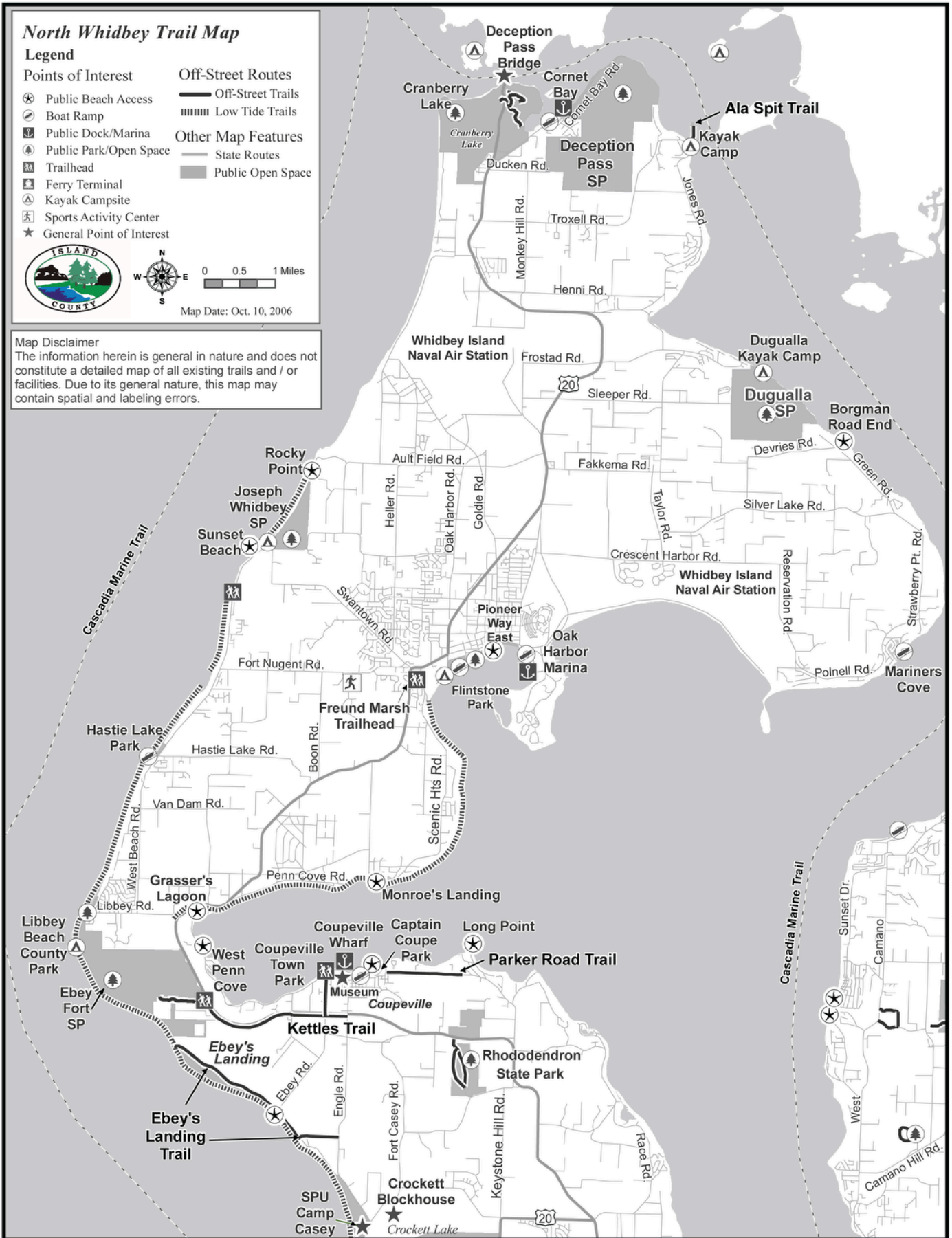


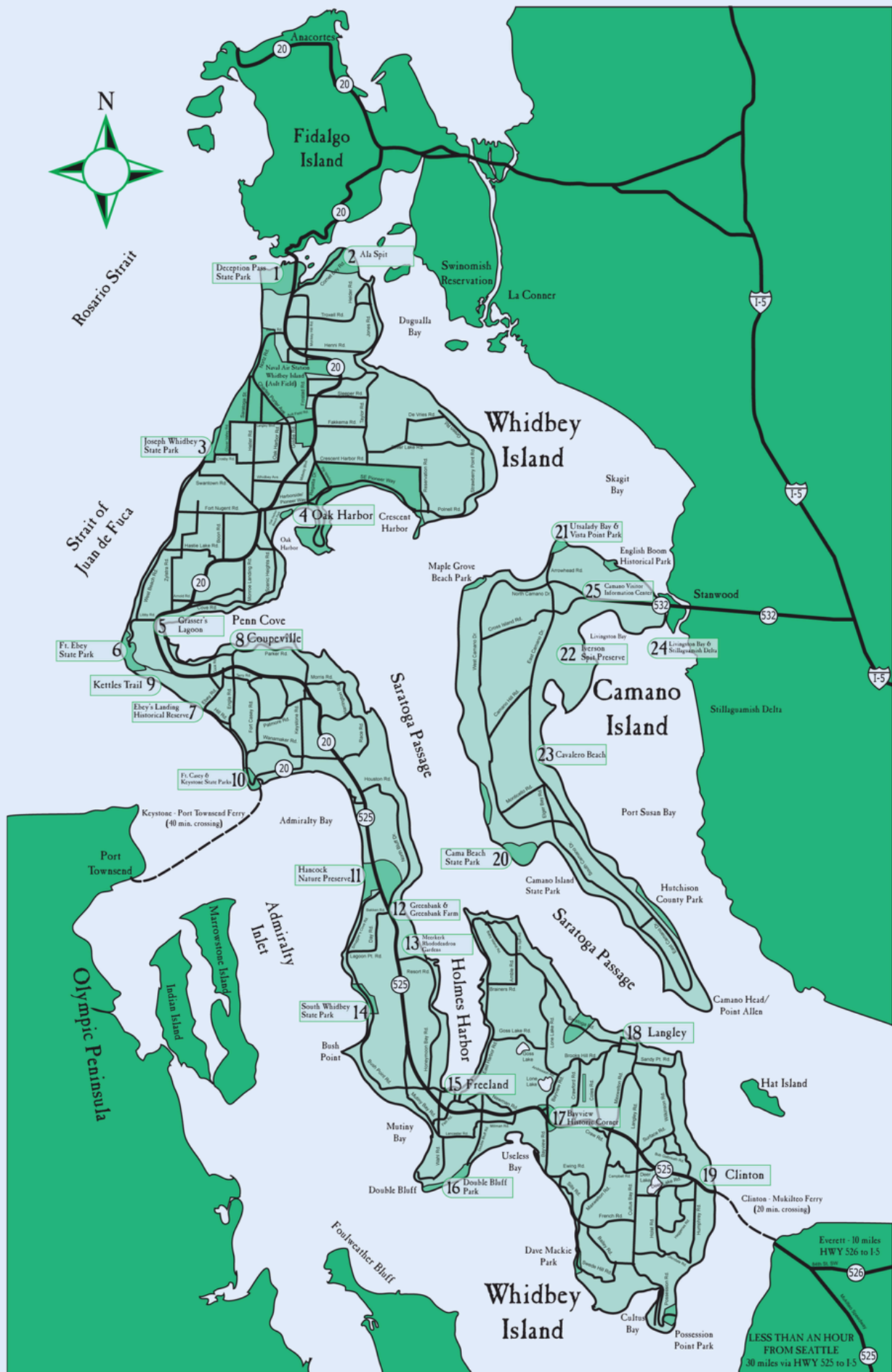
0 0.5 1 Miles

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

817 SHORECREST DR
OAK HARBOR



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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