



MAINTENANCE ASSOCIATION

CODES, COVENANTS, AND RESTRICTIONS

JUNE 7, 2015

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ONAMAC MAINTENANCE ASSOCIATION INC CODES, COVENANTS AND RESTRICTIONS

INTRODUCTION

These are the official Codes, Covenants, and Restrictions (CC&Rs) of the Onamac Maintenance Association. This document supersedes all previous versions of the CC&Rs and all amendments thereto. It is the intention of these Codes, Covenants, and Restrictions to preserve the beauty and safety of our community and beach, and to help ensure the rights of individual property owners are respected. Questions regarding improvement of property or approval of requests should be forwarded to the Community Association Management Company or Board of Directors.

These CC&Rs are controlled by the applicable governing Federal, State and County laws and regulations pertaining to Surface Water / Storm Water, Septic Systems, Well Systems, HOA Guidelines, and Shoreline Management. For reference, the controlling documents are cataloged and maintained by the Onamac Community Association Management Company for use by the Board of Directors and interested Onamac Property owners. In the event of conflicts between these CC&Rs and the governing documents, the latter shall pertain.

1.0 SINGLE FAMILY LOTS

All lots shall be used for single-family residence and occupancy purposes only. The use and occupancy of Lots 1–132 shall also be subject to the provisions of the Articles of Incorporation, the Bylaws, these Codes, Covenants, and Restrictions (CC&Rs), and other approved governing documents of the Onamac Maintenance Association, a Washington Non-Profit, Non-Stock Corporation.

2.0 CONSTRUCTION

All construction that affects the exterior appearance must be new construction that complies with all applicable government regulations. No mobile home, “manufactured housing”, trailers, or used buildings may be moved onto any lot. With prior approval from Island County, Construction trailers may be used for a period not to exceed 8 months during the construction period. All living units must be stick-frame built, constructed on the lot. Prefabricated structural elements built offsite and transported to the lot may not be used for construction of living units without the written approval of the Architectural Control Committee.

3.0 ARCHITECTURAL CONTROL COMMITTEE

No building shall be erected, placed, or altered on any lot until the construction plans and specifications, and a site plan showing the location of the structure, have been approved in writing by the Architectural Control Committee. The Architectural Control Committee must also approve the design and construction of fences, walls, decks, sheds, outbuildings and storm drainage systems before work is commenced. The “Construction Packet” contains specific requirements and design information governing all construction.

The Architectural Control Committee shall make decisions on each matter submitted to it within fifteen (15) business days of receipt of all data reasonably required by the committee as being necessary to make its decision.

3.1 Construction Packet

The Architectural Control Committee is responsible for maintaining and updating the Construction Packet (Appendix A). The Committee Chairman will provide a current hard copy of the Construction Packet to each owner that is planning to build or remodel within Onamac. These packets contain all

information necessary related to building in Onamac, including approved construction methods, architectural style, fences, walls and outbuildings, height restrictions, setbacks, driveways and storm sewers, groundwater drainage, landscaping, etc. Lot owners must obtain the current applicable Construction Packet before submitting any plans to the Architectural Chairman or commencing construction.

4.0 PROPERTY USE AND APPEARANCE

The intent of this Property Use and Appearance section is to preserve the beauty and safety of our development and to maintain the condition of both privately-owned as well as Association-owned properties in such a way as to support the quality of life, the sense of community, and the property values for all Members. In keeping with this intent, the following paragraphs provide more specific information on what is expected of the Members in achieving the objectives of this section.

4.1 General

Lot owners within Onamac shall keep their property in a neat, clean, and well-maintained condition. Developed lots with homes are to be maintained so as to meet an acceptable appearance standard, as described in the following paragraphs. The Board of Directors will make a determination of when a specific property needs attention, and the property owner will be notified of the corrective action needed. An "Appearance Committee" of non-Board Members may be appointed, if needed, to provide an independent recommendation to the Board.

Landscaping is to be maintained in a healthy state. Undeveloped lots, including cleared lots, shall be maintained such that vegetation growth does not adversely affect neighboring lots, community areas, or easements. See Section 4.2 for specific vegetation requirements.

The owner or occupant of developed properties shall maintain a neat appearance and condition of houses, garages, approved outbuildings, fences, and vegetation. The exterior of houses and other structures shall be repaired, painted, or treated as needed to eliminate weathered or decayed materials and paint. Walls, roofs, driveways and walkways shall be cleaned to remove excessive accumulations of moss, mildew, and mold. Rain gutters and downspouts shall be kept clear of accumulations of leaves, needles, grass, and other debris that can prevent them from properly draining to the storm drains. No rubbish, trash, garbage, or other waste material shall be kept or permitted on a lot, except in covered sanitary containers in appropriate areas and concealed from public view. Yard equipment, construction materials, tools, and other items kept outdoors shall also be concealed from public view.

Damaged, derelict or inoperable vehicles, boats, or trailers must be removed or kept out of public view. Owners of undeveloped lots may not park or store vehicles, boats, trailers, equipment, or other items on their lot.

No lengthy activities, such as vehicle repairs/overhauls, boat building/repairs, or other major maintenance activities are permitted except within the owner's garage or outbuildings.

Water meters, septic pump stations, electrical equipment, cable TV and telephone panels/pedestals must all be accessible at any time.

Each lot owner shall take appropriate and timely action to control or eradicate any potentially destructive or invasive animals or insects such as rats, mice, raccoons, skunks, termites, carpenter ants, tent caterpillars, and wasp nests that are found on the property.

"For Sale" signs shall be mounted on a standard 4" x 4" post within the lot boundaries.

4.2 Trees, Vegetation, Landscaping

Owners of developed properties shall maintain the appearance of lawns, shrubbery, flowerbeds, and other vegetation, including, but not limited to:

1. Regular mowing and trimming of lawn areas.
2. Control of invasive weeds and noxious plants.
3. Keeping plants in a healthy, growing state.
4. Pruning trees and bushes when necessary to maintain a neat appearance.
5. Periodic weeding and cleaning of planting beds.
6. Pruning and/or removal of vegetation that excessively obscures terrestrial views of streets and houses within the neighborhood.
7. Property owners are encouraged to preserve evergreen trees on their property as much as possible.

Owners of undeveloped lots that have not been cleared shall keep debris and vegetation from adversely affecting neighboring lots, including, but not limited to:

1. Fallen or overhanging trees and branches, and dead plant material.
2. Excessive blocking of natural (solar) light.
3. Trash and other debris.

Owners of undeveloped lots that have been cleared shall be maintained such that they do not become unsightly or a fire hazard to neighboring lots, including, but not limited to:

1. Periodic mowing during the growing season to encourage grass growth and suppress invasive and noxious plants.
2. Use of selective herbicides to control noxious plants is permitted; herbicides that kill grasses (e.g., Roundup®) may not be used except on easements and gravel areas.
3. Removal of trash, debris, and dead plant material.
4. Safe access shall be provided for commercial mowing equipment.

In keeping with the intent of Island County Code ICCII. 03.260 and to ensure the safe and adequate functioning of the OMA storm drainage system, lot owners will be required to maintain that portion of the storm drainage system associated with and adjacent to their lot from the street pavement edge to the lot owner's property line, including but not limited to:

1. Periodic mowing during the growing season.
2. Removal of accumulated sediment, trash, debris, and dead plant material.
3. Pruning and removal of overhanging vegetation to permit access by mowing and maintenance equipment.
4. Maintaining enclosed storm ditches to keep them clear of vegetation and sediment that could damage the drainage system or hamper maintenance access.

The lot owner may bear financial responsibility for damages incurred if a storm ditch or drainage system associated with their lot overflows as a result of not being adequately maintained.

Easements and storm drains, as well as undeveloped lots that have been cleared, will be subject to maintenance assessments if not maintained adequately by the owner.

Pruning or removal of vegetation on OMA community property must be reviewed and approved by the Architectural Control Committee.

4.2.1 View Lots

Lots 73-120 are designated as "View Lots" and are subject to additional requirements beyond those in Sec 4.1 and Sec 4.2. Views from these lots, combined with the convenient beach and water access, are important attributes of these properties. The intent of these additional requirements is to maintain the "View", which is defined for lots 73-120 to be: The scenic views of Puget Sound beyond the Onamac boundaries, including portions of Saratoga Passage, Whidbey Island, and the Olympic Peninsula *that can reasonably be established and maintained for each specific View Lot.*

The potential view from a specific View Lot is determined by the location and orientation of the home within the development in relation to other View Lot properties. Other homes and structures in the View Lot area, combined with trees and bushes on the bluffs, are the primary limiting factors

that determine the view that can be achieved from a specific lot. Secondary limiting factors are such things as vehicles and boats that are located on the properties and the streets. Finally, landscape vegetation could further limit the view from a view lot. For that reason, landscape vegetation located on Lots 73-120, plus OMA community property, is subject to the following additional requirements:

1. Trees or bushes located in front of, or behind a house or other structure shall not block the view beyond that already blocked by that home or structure, as seen from reasonable viewing locations on other View Lots. Such vegetation that does block the view shall be cut to a height that eliminates the blockage, but is not required to be cut shorter than 6 feet. If the vegetation blocking the view is part of a wide hedge or hedge-like growth, it may be required to be cut as short as 4 feet, or partially removed as needed to provide view openings. Exceptions shall be granted if the Board, or the lot owner(s) whose views are obstructed, deems the blockage to be insignificant in relation to the overall view. If requested, any such exceptions shall be reviewed on an annual basis.
2. The height of trees or bushes located between houses shall be no greater than the underside of the eaves of the house.
3. View rights for a particular property do not include the view across or through attached structures, patios, decks, or covered porches.
4. Trees or bushes that are close to the bluff may be pruned or removed only in accordance with Washington State and Island County rules, because of bluff preservation issues (See 4.3 Bluff Management).

4.3 Bluff Management

4.3.1 Private Property.

All lots and community property within the plat of Onamac that are adjacent to, or abut to, or are part of any bluff, are subject to the State of Washington and Island County Codes and Ordinances pertaining to the management of vegetation and surface water. These Codes and Ordinances are made a part of the requirements set forth in these Association Codes, Covenants and Restrictions insofar as they are not inconsistent with the expressed terms of this document. Onamac Maintenance Association shall comply with the provisions of these Codes and Ordinances as provisions of the Codes, Covenants and Restrictions of this Association, including reporting of violations, if necessary, to the responsible government agency.

Practical guidance for these Codes and Ordinances can be found in the following Washington State Publications.

Vegetation Management: A guide for Puget Sound Property Owners. Publication 93-31

Surface Water and Ground Water on Coastal Bluffs: A Guide for Puget Sound Property Owners. Publication 95-107

1. No drains of any type may be directed over the bluffs.
2. All drains must flow into the storm ditches beside the road.
3. No debris of any kind, including pruning and grass clippings, may be deposited over the bluff.
4. The ground cover vegetation growing on or near the bluff shall not be disturbed.
5. No homeowner may cut or prune vegetation on the bluff without Onamac Board approval and compliance with the applicable publications, above. This includes pruning trees for improving views.
6. No trees on bluff property may be removed without Board and County approval.
7. Any requests to maintain trees and vegetation on the bluff must be made in writing to the Board of Directors or the Community Association Manager.

4.3.2 Community Property.

The management of the community-owned bluff and beach property is the responsibility of the Onamac Board of Directors using official publications referenced in Paragraph 4.3.1, above.

- 1.No drains will be directed over the bluff property.
- 2.No trees on the bluff will be cut down without Board and County approval.
- 3.Only persons authorized by the Board will perform pruning of vegetation.
- 4.The pruning of trees for view purposes must follow the official publications.
- 5.Some vegetation, such as wild roses, can be trimmed and formed into hedges.
- 6.Trees, such as Alder and Cottonwood, can be topped or pruned.
- 7.Madrona (Madrone) trees will not be pruned unless guidelines indicate pruning or removal is permissible.
- 8.Fir trees will not be topped. Fir trees can be selectively pruned to create windows for opening views.
- 9.Trees and vegetation along the beach road will be pruned in order to keep the road open for travel.
10. The bluff areas are strictly “no trespassing”, and no foot traffic is allowed. This includes the sandy foot of the bluffs.

5.0 RENTING AND LEASING OF HOMES

Owners of homes within the Plat of Onamac may rent or lease their properties in accordance with the provisions of this section. With approval of the Board of Directors, homeowners may also rent or lease a portion of their home (e.g., bedroom, basement) to immediate family Members (parents, spouse, children, or direct siblings) or a caregiver for the Member, and still reside in the home. Vacant lots may not be leased. Daily or weekend rentals of homes are not permitted. The Board of Directors must approve rental or lease periods that are shorter than 6 months.

5.1 Objective

The following rules are intended to ensure owners who rent or lease their homes provide their tenants with the Association’s governing documents informing them of their rights and responsibilities as Onamac community residents. It is also intended to provide the Association with the information necessary to communicate with owners and their tenants about Association matters that may affect them. A Landlord “damage deposit” is also herein adopted to protect the Association from tenant-related financial loss.

5.2 Documentation Requirements

At or before the time a lease agreement is signed between owner and tenant, the owner or owner’s agent will provide to the tenants’ copies of the Association’s governing documents, including all amendments. All owners of homes that are leased at the time this rule is adopted will provide copies of governing documents to their tenant(s) as soon as possible. Copies of the current governing documents can be obtained from the Community Association Manager.

The owner or owner’s agent shall provide specific tenant information to the Association. A Lease/Rental Agreement Disclosure Form (Appendix B) shall be filled out and signed by both the Landlord and the tenant(s) and copies kept by both parties. A copy of the completed form shall be forwarded to the Association Secretary at: OMA, P.O. Box 1096, Stanwood, WA., 98292, within 10 days of its signing. Owners of homes that are leased at the time this rule is adopted, or that have a tenant residing in their house under a verbal agreement, shall similarly comply with these documentation requirements.

It is understood that this information is private and confidential and will not be made available to outside sources. The names, addresses, phone numbers, and email information for the owners and

the tenants will be published in the Association phone book unless a written request not to do so is sent to the Association Secretary at the above address.

5.3 Owner Responsibilities

Owners remain primarily responsible for their property and are accountable for their tenant's compliance with the provisions, obligations, and requirements of the Association's governing documents. Owners will be held financially responsible for the actions of their tenants against Association Property, Codes and Covenants, & Restrictions and its Membership.

Tenants are encouraged to enjoy the benefits of the Onamac community and to participate in social gatherings. Homeowners may also transfer their Beach Use privileges to their tenant with the understanding and agreement that all "Beach Rules" apply to their tenant, and the homeowner relinquishes their Beach Use privileges.

5.4 Rental And Lease Deposit With Association

Owners who rent or lease their homes within the Plat of Onamac will be required to deposit \$1,000 (one thousand dollars) as a "damage deposit" with the Treasurer of Association. This deposit will be held in escrow with the Association until such time the lease period ends and the home is no longer available to be rented. At that point, the deposit will be returned "in full" within 14 days in accordance with RCW 59.18.280, provided the tenants have complied with the terms of the Association's governing documents and have not damaged Association Property, causing financial loss to the Association.

If a homeowner and renter/tenant negotiate a "Purchase and Sell Agreement", and if the "Purchase and Sell Agreement" has been properly recorded with the County as a "Purchase and Sell" and copies of the recorded documents are provided to the Association, the Association will return a "damage deposit" that has been paid, less any charges due for repair. The "Purchase and Sell Agreement" must identify the former renter/tenant as the new primary homeowner, and the former homeowner relinquishes all rights and privileges associated with OMA Membership.

Homeowners who rent or lease their homes to immediate family, defined as parents, spouse, children, or direct siblings of the Member, will be exempt from this rule. Homeowners who rent or lease a portion of their home and still reside in the home, in accordance with Paragraph 5.0, above, will be exempt from this rule.

6.0 VEHICLE AND BOAT STORAGE

Vehicles (automobiles, trucks, recreational vehicles, trailers) and boats that are not in active use for a continuous period exceeding two weeks will be deemed to be "in storage". Vehicles may be stored within the confines of the property lot boundary, but not on Onamac roads or property, or on vacant lots. Vehicles and boats that do not belong to a resident of Onamac may not be stored within Onamac.

Oversize vehicles and boats whose length and/or height excessively blocks the terrestrial views from neighboring properties may not be stored on that property. Commercial vehicles may not be stored within Onamac.

7.0 ANIMAL RESTRICTIONS

Dogs are not permitted to run loose within Onamac and shall be "on leash" when outside the owner's property. Dogs that exhibit aggressive behavior toward other pets or people must be securely fenced or restrained when outdoors. If dogs are left outside, they must not create an annoyance for neighbors by barking excessively. Dog owners must clean up after their dogs when walking them outside the owner's property.

No livestock, poultry or other farm animals are permitted within Onamac.

8.0 OFF-ROAD-VEHICLES

All roads within Onamac are private and are not intended for use by off-road-vehicles such as unlicensed motorcycles, ATVs, and snowmobiles. Off-road-vehicles may not be driven within Onamac. The use of golf carts is permitted.

9.0 NOXIOUS MATERIALS

No noxious or offensive activity shall occur on any lot, nor shall anything be done thereon which may become an annoyance or nuisance to other lot owners.

1. The Department of Natural Resources (DNR) and the Northwest Air Pollution Authority (NWAPA) strictly regulate burning of trash, brush and other materials as restricted by the applicable codes (WAC 173-425, RCW 70.94, and NWCAA Sec 502). Residents are allowed to burn small amounts of leaf, limb, vegetable material and unprinted paper using an acceptable burning container or fire ring. Burning of household garbage, plastics, plastic bags, disposable diapers, treated wood, paints, rubber products, oil or petroleum products or any materials that emit a dense smoke or create offensive odors are not allowed. All DNR rules and regulations must be followed.
2. When clearing undeveloped property, trees and brush are to be hauled away rather than burned. Small amounts of brush may be burned. DNR rules and regulations must be followed.
3. There will be no disposal of hazardous substances of any kind within the boundaries of the Plat of Onamac.

10.0 HUNTING, FIREARMS AND ARCHERY EQUIPMENT

Hunting of any kind, the discharge of any firearms, air guns or BB guns, or the shooting of arrows with archery equipment within the Plat of Onamac, Division 1, Island County, Washington, is STRICTLY PROHIBITED. This ban includes ALL areas of the Onamac beach as defined in Section 13.4.

11.0 FIREWORKS

The discharge of any fireworks within the Plat of Onamac, Division 1, Island County, Washington, is STRICTLY PROHIBITED. This ban includes ALL areas of the Onamac beach as defined in Section 13.4.

12.0 GUEST POLICY

Each property owner assumes responsibility for their guests when visiting the Onamac community or using the beach. Each lot owner must advise their guests as to the policies of the Onamac community and the beach rules. If a guest violates an Association rule, the lot owner will be held accountable for the violation.

13.0 BEACH POLICIES

13.1 General

The Onamac beach is our most significant and valuable community resource and is to be maintained in as close to natural condition as possible. The beach is privately-owned by the entire Membership, and it is intended for the use of the Members, their families, and their guests of all ages. Tenants may also use the beach facilities as set forth in Paragraph 5.3. *No one else is permitted to use our beach.* It is the responsibility of the OMA Board and the Members to monitor and control the use, condition, and access to the beach.

Our beach is considered by many to be one of the best in the area. Because of that, there may be attempts by unauthorized people to gain access to the beach. There have also been occasions

when Members have enabled access by non-Members in ways that are not allowed. For these reasons, access control must be maintained at all times.

In keeping with our community's standards, the beach is to be a *gathering place for families* and is intended to be enjoyed by Members and guests of all ages. As such, all beach-goers have the right to enjoy the beach without being subjected to behavior by others that is offensive, including excessive noise, abusive or threatening behavior, and obscene language, gestures, or other actions. To meet the objectives of these Beach Policies, all Members and their guests are expected to know and to comply with the following rules:

13.2 Gate Cards

Association Members in good standing, and who have no current beach rule violations, are permitted to use the beach. Access to the beach requires a "gate card" that is an electronic card key that will release the magnetic gate lock. These cards are provided to all Members. The maximum number of cards per assessed lot is two. The cards are the property of OMA and will be returned to OMA after the sale of a lot owner's property. OMA will transfer the gate card to the new owners of the property. Lost or stolen cards will be replaced at a cost of \$50 to the lot owner. Cards that do not work properly, or that need to be replaced because of wear and tear, will be replaced at no cost.

Gate cards are not to be assigned or loaned to anyone. Guests are allowed to use the gate card with the owner's permission if the lot owner is present with the guest or within the Onamac community at all times.

Member volunteers may occasionally monitor the gate on busy weekends for the purpose of protecting access to our beach. They will be authorized to check gate cards, Members' and guests' names, and vehicle access stickers and cards. Please be polite and cooperative with those who are performing this service for all of us.

13.3 Beach Vehicle Identification

Vehicle access to the beach requires a beach access window sticker or temporary access card that is placed on the vehicle. The stickers will have individual codes printed on them that are associated with the Member they are assigned to. All vehicles at the beach must have a vehicle access sticker or a temporary access card that is visible from outside the vehicle.

1. Two window stickers will be provided to each lot owner who needs them. They are to be used on the Member's vehicles only. Two temporary vehicle access cards will also be provided for use by the Member for their extra vehicles, or for their guests' vehicles. The window stickers on the Member's vehicles are to serve as the primary identifier, rather than the temporary cards.
2. The temporary access cards will be placed on the dash or hung from the rear-view mirror. The Member may make additional temporary vehicle access cards that are needed for extra vehicles. They will also be available at the gate card reader. The lot number, or lot owner's name that is associated with the extra vehicle, will be written on the temporary card and placed in the vehicle.
3. Vehicle access stickers are not to be used by guests at any time. Access cards are not to be assigned, loaned, or given to guests without the lot owner present with the guest or within the Onamac community at all times.
4. Vehicles at the beach, that cannot be identified or that belong to people that are not allowed access to the beach, can be removed at the vehicle owner's expense.

13.4 Beach Rules

1. The Onamac Beach Property Area is defined as the area starting at the beach gate and extending to the extreme low tides line, bordered to the north by the Henning property and to the south bordering the bluff lot of Sundown Lane.

2. Beach Rules will be posted at the beach entrance Information Board for review and explanation. It is the responsibility of the lot owner (sponsor) to ensure their guests know and abide by our beach rules.
3. A beach problem phone number will be posted on the information board to report beach violations or other issues.
4. It will be considered Trespassing on Private Property when an unauthorized person is occupying what is defined as the Onamac Beach Property Area.
5. A guest may occupy the beach only with an OMA sponsoring Member-in-good-standing present or within the Onamac community at all times.
6. Immediate family Members of the OMA sponsor may occupy the beach without the sponsor being present at the beach or in the Onamac community. Immediate family Members are limited to parents, spouse, children, or direct siblings of the Member. When a lot owner is unavailable due to vacation or other unexpected circumstances, the lot owner will notify the Beach Chairperson of the name and relationship of the family Member who will have temporary use of their gate key and vehicle access cards. The designated family Member will comply with all beach rules and regulations.
7. No vehicle parking is allowed at the beach entrance gate. Unattended vehicles will be removed at the owner's expense. Overflow vehicles are to be parked at the owner's home. Vehicles with boat trailers shall be parked only in the designated area.
8. Members and guests must respect the rights of other people using the beach and not engage in behavior that is offensive, including excessive noise, abusive or threatening behavior, and obscene language, gestures, or actions.
9. Picnic tables and fire rings are not to be moved from one campsite to another.
10. All motor homes and camp trailers will comply with Washington State law; Discharge of gray water and black water is prohibited.
11. Members and guests harvesting shellfish must comply with all Washington State Department of Fish and Wildlife rules and regulations, including legal limits and sizes. When harvesting clams, the harvesting party must backfill their holes.
12. Lot owners noticing portable toilets that are in need of service shall notify the Beach Chairperson or a Board Member.
13. In the event a Member leaves a campsite or beach area without adequately cleaning it, a charge will be assessed to the Member if it is determined by the Board that additional cleanup is required.
14. It is a violation of Island County Health Codes to deposit feces, bury dead animals, or bury refuse or trash in the OMA beach area.
15. Use of cannabis (marijuana) in any form and possession of illegal drugs are not allowed. Consumption of alcohol by those of legal age is permitted, but public intoxication is not allowed. Use of tobacco products is permitted; cigarette butts and other related trash must be removed from the beach area.
16. Do not leave garbage or trash in the OMA beach area. The policy is "pack it in - pack it out". If you bring plastic chairs to the beach area, take them with you when you leave. Chairs that are not identified will be disposed of.
17. Campfires are limited to the fire rings that are provided in the beach area. Lot owners must bring their own firewood. It is prohibited to burn driftwood. All fires are to be kept small and manageable. Water buckets are provided for fire protection and should be kept on hand and filled with water at your campsite. No cans, bottles, trash, or garbage are to be left in the fire rings.
18. Fireworks of any kind may not be discharged within Onamac, including the beach area. This ban includes all tidelands to include extreme low tide.
19. All animals will be kept on a leash at all times when in the OMA beach area.
20. It is prohibited to launch, retrieve or beach personal watercraft (jet skis) on or from the OMA beach area.

21. The fresh water station is for camping use and boat rinsing only. Do not clean fish, crab, or clams at this station. Additionally, this is a NO PARKING area.
22. All-terrain vehicles are prohibited in the OMA beach area. Members, and their immediate family Members that are older than the age of 18, are the only persons allowed to bring and to operate motorcycles and/or golf carts at the beach area. Motorcycles may be operated only on the road surfaces in the beach area.

13.5 Camping, Registration And Reservations

1. There are four overnight camping sites for tents, trailers, or motor homes. Camping is limited to these four campsites only. Absolutely NO camping is allowed on the actual beach area or around the picnic tables. Campsites are clearly marked and designated by a number and a name.
2. No more than 15 people per campsite may camp overnight.
3. No more than five vehicles, including cars, trucks, campers, RVs, and boats, will be allowed to park within a campsite.
4. Overnight camping is limited to a maximum of 3 nights in a consecutive 10-day period. The first overnight will be the beginning of the 10-day period. A Member may not circumvent the 10-day rule.
5. A Member may not make a reservation for another Member or in another Member's name.
6. A lot may register for only one campsite at any given time. Check out time is 12:00 noon for each campsite.
7. All noise and vehicle movement must be curtailed by 10:00 pm.
8. Registration cards must always be completed on arrival in duplicate, even if a reservation has been made. One copy is to be left in the appropriate box at the Beach Information and Registration Board and the second copy at the campsite identification post.
9. Non-major holiday campsite reservations:
 - a. Two of the four campsites may be reserved in advance for any period other than the major holiday weekends of Memorial Day, 4th of July, and Labor Day. Each assessed lot may make one such reservation each year.
 - b. Reservations for the non-major holidays are to be made using the reservation system a minimum of 7 days in advance of the stay and as early as January 1 of the year of the reservation. All reservations are "first-come-first-served".
 - c. An updated reservation schedule for the two advance reservation campsites will be posted at the Beach Information and Registration Board and on the Onamac website at www.Onamac.org to allow Members to see which campsites are available for reservation.
 - d. If the two reservation-only campsites are not reserved, they may be registered and occupied by Members and guests under the "first-come-first-served" policy. This occupancy may not encroach into the 10-day period of a previous reservation for that lot.
 - e. A reserved campsite must be occupied on the first day of the reservation or the reservation will be cancelled. The Member cannot reschedule a canceled reservation during that same period.
10. Major holiday campsite reservations:
 - a. Each assessed lot may reserve any one of the 4 campsites for one of the major holiday periods for Memorial Day, 4th of July, and Labor Day.
 - b. Reservations are to be made a minimum of 7 days, but not more than 30 days, in advance of the first day of the holiday period.
 - c. A Member who has already received a reservation for one of the major holiday periods may place their lot number on a waiting list for another major holiday reservation not more than 30 days before that holiday period. Any campsites that have not been reserved 6 days before the first day of the holiday period will be reserved for the lots on the waiting list in the order they were placed on the list.

- d. An updated major holiday reservation schedule will be posted at the Beach Information and Registration Board and on the Onamac website at www.Onamac.org to allow Members to see which campsites are available for reservation.
- e. Any campsites that have not been reserved on a major holiday period may be registered and occupied by Members and guests under the “first-come-first-served” policy. This occupancy may not encroach into the 10-day period of a previous reservation for that lot.
- f. A reserved campsite must be occupied on the first day of the reservation or the reservation will be cancelled. The Member cannot reschedule a cancelled major holiday reservation for the remainder of the calendar year.

13.6 Large Private Parties

1. Large private parties are any group gathering of more than 20 people.
2. Large private parties will be limited to one-day access to the beach, and no more than one large private party event will be approved per day.
3. Large private parties will normally be limited to 40 people; however, gatherings as large as 60 people may be permitted on a case-by-case basis (e.g., wedding receptions, memorial services, or Association functions). Expected beach usage will be considered in approving a large private party gathering of more than 40 people, and an assessment for an additional portable toilet may be required if the application is approved.
4. The sponsor of a large private party will be required to submit a “Large Private Party Application Form” (Appendix C) to the Board of Directors of the OMA no fewer than 14 days prior to the scheduled event. The application will have a checklist for the sponsor and the Board Member so there is no confusion about the rules of the large private party. Large private party applications will be processed on a “first-come-first-serve” basis.
5. Large private party requests will not be allowed or granted during the three major holiday periods for Memorial Day, 4th of July, or Labor Day.
6. No more than 10 vehicles and 2 boats on trailers may accompany the large private party guests to the beach. All vehicles must have beach access stickers or temporary access cards visible on the vehicle. No guest vehicles shall be parked at the gate entrance. Overflow vehicles will be parked at the lot owner’s home.
7. Large private parties can be held in conjunction with a campsite reservation.
8. Large private parties must have the beach area cleaned and extra guests vacated by 10 PM on the day of the party.
9. All large private party guests must comply with ALL beach rules. Party sponsors will take full responsibility for their guests and advise their guests of the rules, including pets, personal watercraft, and fishing and shellfish harvesting.
10. Sponsors are responsible for any damage or cleanup to the beach. A charge will be assessed to the sponsor if it is determined that additional cleanup is required.
11. All large parties will pay a portable toilet pumping assessment.

13.7 Boat Ramp Usage

The Onamac Maintenance Association Boat Ramp is for the use of its Members only. No more than 2 guests per lot owner are permitted to use the boat ramp with the permission of the Member, and only when the Member is present. The Member must fully inform the guest of the Boat Ramp usage rules.

Members and their guests must be aware of when the low tides will occur and ensure they do not get stuck at the end of the boat ramp by trying to launch or recover their boats when the water is too low for their equipment.

Use of the boat ramp is at the operator's own risk. Extreme caution is to be used to assure no one is injured at the boat ramp during launching and recovery operations.

14.0 WATER SYSTEM

Onamac has a community-owned, operated and maintained fresh water supply system. The system has a well, a pumping and treatment system, two above ground storage tanks, and a distribution system.

14.1 Water Shares

All property owners in Onamac have one share in the water system. The water shares are a right of ownership and are not purchased separately. Water shares are not transferable except with the sale of the property. Each property owner has the right to hookup to the water system. All Association Members participate in the cost of Water System routine operations, maintenance and repairs, as well as major capital expenses associated with the water system.

14.2 Hook-Up Assessments

Each property owner must pay the current water/septic hook-up assessment in full to obtain water/septic service. The hook-up assessment is based on the cost of providing water meters, meter boxes, and maintenance of the water system. It is a one-time assessment paid at the time of construction plan approval. The assessment includes both water hook-up and septic hook-up for lots belonging to the community system. All lots, regardless of the type of septic system, must pay the entire hook-up assessment. The amount of the assessment will be established by the Board and will be reviewed annually to determine if adjustments are needed.

14.3 Watering Restrictions

Onamac uses the practice of odd/even watering days during the summer months (May 15 - September 30) to control water usage. Even-numbered houses will be allowed to water lawns and gardens on the even-numbered days and odd-numbered houses will be allowed to water on odd-numbered days. Those homes with automatic sprinklers will be allowed to water every other day. It is recommended that watering be done during the mornings or evenings for not more than 30 minutes.

15.0 SEPTIC SYSTEM

15.1 General Description

Onamac has a community-owned, operated and maintained septic system. Most lots are connected to this community septic system. The system was designed and approved for a limited maximum capacity, and only those lots that purchased community septic service can connect to the community system. No expansion of the system will be permitted. The current approved Operating and Maintenance (O&M) manual shall describe the usage, operation, and maintenance of the community system.

Each participating lot must install its own septic tanks to collect solid material. The installation of the tank must meet Island County requirements and a permit is required from the County. The drain field for the community system (Onamac Combined Drain Field) is located off-site about one quarter mile east of Onamac.

Some of the lots on the community septic system share a septage-pumping station with a neighboring lot. These shared pumping stations pump the septage from each pair of lots to a community drain field collection tank. The maintenance of these pumping stations is the responsibility of the owners of the paired lots, and all costs associated with their station are shared on a mutually agreed basis. OMA bears no responsibility for the malfunctions of these pumps as

they reside on the lot owners' properties and are specifically related to the lots on which they are located.

The lots that are not connected to the community septic system use private On-site Septic Systems (OSS). Their septic tanks and drain fields are located on their lot. OMA bears no financial or legal responsibility for these private systems, and the owners of these lots are responsible for all costs associated with their operation, maintenance, and repair.

15.2 Community Septic System Operating And Maintenance Cost

Members connected to the community-owned septic system are responsible for all costs associated with routine operations and maintenance of the system. If the community septic system or the Onamac Combined Drain Field requires major repair or replacement, lots on the community system, whether developed or undeveloped, would share equally in the liability of those costs. The Bylaws provide for a "special assessment" to cover these types of costs. The preparation of the annual OMA budget shall be done with the intent to exempt the lots that have their own private septic systems from any costs related to the community septic systems.

15.3 Inspection And Maintenance – Owner Responsibilities

All lot owners are responsible for the costs of operating, inspecting and maintaining the septic system components that are on their property. The owners must periodically perform a complete evaluation of the system components and property to determine functionality, maintenance needs and compliance with regulations and any permits.

Currently, all septic systems in Onamac, whether community or private, are required by Island County and Washington State Code to be inspected annually, because they are connected to a pump and are thus considered to be "pressure" systems. If at some future time, an owner installs a "conventional" private septic system (septic tank and drain field only – no pump) that system would need to be inspected every 3 years, rather than annually.

Septic components on lots connected to the community septic system must be inspected annually by a Licensed Maintenance Service Provider that is selected by the OMA Board. Any maintenance, repair, or pumping required by the inspector must be completed and filed with the OMA Septic & Sewer Chairman for filing with WA DOH to renew our state license. If it becomes apparent that the lot owner is unlikely to complete the repairs and re-inspection in time for OMA to meet the filing deadline, OMA will complete the work and assess the lot owner for the costs.

Private septic system owners have the option of having their system inspected by a Licensed Maintenance Service Provider or performing the inspection themselves. If the owner chooses to inspect and maintain the system themselves, they are required by Island County Code 8.07D.280 and Washington State DOH per WAC 246-272A to successfully complete Island County's HOST program (Homeowner Septic Training). Proof of such training shall be provided to the Onamac Septic & Sewer Chairperson before the owner can perform the inspection.

The seller of any home within Onamac is required to have a septic system inspection completed by a Licensed Maintenance Service Provider before transfer of ownership, regardless of whether the home has a private septic system or a community system.

15.4 Tank Inspection And Pumping Coordination

1. Onamac will contract annually with an inspection company to obtain the best price. This contracted company will perform all inspections, except for those performed by private septic system owners who choose to perform their own inspection, as described in Section 15.3, above.
2. All septic tanks must at all times have a filter installed on the exit from the tank. The filters shall be cleaned or replaced when the tank is inspected.

3. The Septic & Sewer Chairperson will notify the homeowners each year of the mandatory inspection dates and cost of inspection and pump out. Homeowners are required to expose the inspection hatches of the tanks when notified.
4. The inspection company will provide OMA with a copy of the report of each tank after being inspected and/or pumped.
5. All septic tanks shall be pumped by an approved pumper to remove septage from the tank when the level of solids and scum indicates that removal is necessary. The septic tank shall be pumped when the total amount of solids equals or exceeds one-third (1/3) the volume of the tank. The pump and/or siphon chamber(s) shall be pumped when any solids are present. Homeowners will pay the service provider directly for pump out. Payment may not be made to, or by, Onamac Maintenance Association.

16.0 ROAD SYSTEM

16.1 General Description

All roads within the Plat of Onamac are private roads, subject to the control of OMA. Island County does not maintain the roads. The roads are maintained via the Onamac general fund and/or special assessments. Contractors are hired as necessary to maintain the roads.

16.2 Maintenance

All roads will be inspected for repairs and the necessary work performed. Funding will be provided by the OMA general fund.

16.3 Speed Limits

The speed limit on all roads within Onamac is 20 mph.

16.4 Commercial Vehicles

Commercial vehicles used for transport of rock, gravel, dirt, and other heavy loads are only allowed to use Onamac roads during construction and/or repair of properties within Onamac. Parking of dump trucks and trailers are not permitted in Onamac.

17.0 ANTENNAS

No lot owner may install a satellite dish (or equivalent device) having a diameter greater than 1 meter that is visible from any other lot or common area. Placement cannot exceed the 17' height restriction on any view lot. Conventional TV antennas are exempt from the 17' restriction.

Ham radio antennas are not allowed within Onamac due to interference with TV's and other electronic equipment.

18.0 CABLE/ SATELLITE TV HOOKUP

Onamac is partially wired for cable TV service. The owner should contact the cable service provider to determine if service is available to the lot. If the service provider determines that your lot does not have service you must contact the Architectural Control Committee before proceeding with any work to add service to your lot. Any costs incurred are at the owner's expense. Satellite TV is also an available option.

19.0 NOISE RESTRICTIONS

Due to the close proximity of houses within Onamac, noise levels associated with stereos, radios, parties, and other potentially loud activities are to be minimized from 9:00 pm to 8:00 am on weekdays and 10:00 pm to 8:00 am on weekends.

20.0 CC&Rs COMPLIANCE ENFORCEMENT POLICIES AND PROCEDURES

Residents of the community are often the first to notice a noncompliance with the CC&Rs and Bylaws. Frequently, the issues can be resolved “neighbor-to-neighbor” and do not need to be brought to the attention of the Community Association Manager or the Board. Neighbors are encouraged to try to address the matter among themselves, but if that approach does not resolve the issue, please send a written request to the Community Association Manager or the Board of Directors to address problem.

In the event of any controversy, dispute or claim between or among owners or between one or more owners and the Association, pertaining only to the Bylaws; the Codes, Covenants and Restrictions; and/or other approved governing documents of the Association, the parties involved shall resolve such dispute by following the dispute resolution procedure set forth in Article 9 of the Bylaws.

All OMA Members, guests and tenants are bound by the requirements contained in the governing documents. To ensure compliance with these documents, the OMA Board of Directors and the Community Association Management Company shall use the following procedures to notify the Member about a noncompliance issue and the processes for resolving the noncompliance. Assessments, if any, imposed on a Member shall be resolved in accordance with the rules stated in the Bylaws.

1. The OMA Board shall determine when an Association Member is not in compliance with requirements of the CC&Rs. In making this determination, the Board will consider the circumstances of the reported violation to ascertain if the Member or their guest(s) willfully violated the rules and will decide what, if any, action is needed. An “Appearance Committee” of non-Board Members may be appointed, if needed, to provide an independent recommendation to the Board. The Board will direct the Community Association Manager to institute any necessary actions on its behalf. If so directed, the Community Association Manager shall provide official notification to the Member of the noncompliance. The notification shall cite the applicable regulation(s), the nature of the noncompliance, and what is needed to resolve the noncompliance.
2. The Community Association Manager shall notify the Member of the noncompliance by email or letter, informing the Member of the noncompliance. The date of notification shall be the date of the email, or the postmark date of the letter.
3. The Member shall be allowed 30 calendar days from the notification date to fully resolve any noncompliance issue(s) that requires time and/or work to resolve, e.g. Architectural, Property Appearance, Fence issues etc. The Member, in turn, must notify the Property Manager within this 30-day resolution period that the noncompliance has been resolved or that reasonable measures have been taken to resolve it. The Property Manager and the Board will determine if the noncompliance has been resolved, or that adequate measures are being taken to resolve it, and will notify the Member of their decision. If a noncompliance is not fully resolved and approved by the Board within the 30-day resolution period, or within an extension period approved by the Board, an assessment not to exceed \$150 shall be assessed against the Member’s account. An additional assessment of \$50 shall be assessed for each subsequent 30-day period that the noncompliance remains unresolved.
4. An assessment not to exceed \$150 shall be assessed against the Member’s account for any noncompliance that does not require time to resolve, such as Fireworks or Firearms violations, Guest Policy violations, Animal Restrictions violations, etc.
5. An assessment not to exceed \$150 shall be assessed against the Member’s account for violation of Beach Policies, including violations by family Members and/or guests. Upon notification, the Member will also immediately forfeit beach use privileges for a 30-day period. If a second violation of Beach Policies occurs within one calendar year following the first violation, a one-year suspension of beach use privileges will be immediately applied in addition to a \$150 assessment. Any subsequent Beach Policy violations by the

Member, occurring at any future time, will incur an immediate one-year suspension of beach use privileges in addition to a \$150 assessment. An assessment of \$250 will be imposed if a Member or their family or guests have accessed the beach while under suspension.

6. In addition to the penalties stipulated above, the Member's account shall be assessed any costs incurred by OMA that arise from the violation.
7. The Member may request a meeting with the Property Manager or the Board to contest a notification of noncompliance and the assessment or penalty that has been imposed. This meeting must be scheduled not later than 30 days following the date of the notification of the noncompliance.

21.0 AMENDMENTS TO CODES, COVENANTS AND RESTRICTIONS (CC&RS)

These Codes, Covenants and Restrictions (CC&Rs) may be adopted, altered, amended or repealed by the Members or by the Board of Directors, in accordance with Article 11 of the Bylaws.

22.0 CONCLUSIONS

These CODES, COVENANTS AND RESTRICTIONS TO THE PLAT OF ONAMAC, DIVISION 1, ISLAND COUNTY, WASHINGTON, shall supersede all prior building and use restrictions, as well as any amendments thereto, of the plat of Onamac, a portion of Government Lot 1 and SE ¼ SE ¼ Sec.10 twp. 31N., Rg 2e, W.M. Island County, Washington.

In witness whereof, the undersigned, as Officers of Onamac Maintenance Association have caused this document to be executed on the 7th day June, of 2015.

ONAMAC MAINTENANCE ASSOCIATION

BY: _____
Mike Hinthorne, President

BY: _____
Sandra Lindell, Secretary

APPENDICES

APPENDIX A
CONSTRUCTION PACKET

Onamac Maintenance Association

Construction Checklist

Approval Request

Owner Name _____
 Mailing Address _____
 City _____ State _____ Zip _____
 Phone (____) _____
 Lot No. _____ Lot Street Address _____
 Email Address _____

The purpose of the Onamac Architectural Control Committee (ACC) is to ensure that all building and/or improvements to lots within Onamac is done in accordance with OMA requirements and other applicable Regulations so that our community will be developed and maintained in an orderly and tasteful manner. All building and/or improvements must be approved by the ACC in advance.

Instructions

This document will be:

1. Reviewed by the builder
2. Submitted to the ACC by the owner
3. Approved by the ACC
4. Retained by the ACC as a permanent record and made available upon request
5. Approved by Island County Building Department
6. In compliance with International Residential Building Codes

Approvals

Requested	Approved	Description
()	()	Water Hook-up
()	()	Septic Hook-up
()	()	On-Site Drainage Systems
()	()	Driveway Installation
()	()	Fence Wall Hedge
()	()	Construction (House)
()	()	Construction (Shed Outbuilding Deck) – Limit 2

ACC Approvals: (1) _____ / ____ / ____
 (2) _____ / ____ / ____

Remarks _____

Water Hook-up fee: Amount \$ 2,000.00 Date Paid ___ / ___ / ___
(Hook-up Fee includes water meter to be installed by OMA)

Sewer Hook-up fee if on LOSS System Amount \$ 1,500.00 Date Paid ___ / ___ / ___

Construction Damage Deposit Fee: Amount \$ 1,500.00 Date Paid ___ / ___ / ___
(Damage Deposit is refundable in part or full)

Requested Approved Description

Driveway

() 12" Diameter Storm Pipe () Gravel () Pavement Driveway

Vegetation

- () Front Yard Landscaped: 1 year after construction started
- () Fence/Wall Hedge: Front Yard Beyond Home Footprint Height Restriction 4 Feet
- () Fence/Wall Hedge: Back and Side Yard Beyond Home Footprint Height Restriction 6 Feet

Building

- () All lots, 1-131 shall have a minimum 1200 square foot home constructed on the property".
- () Lots 73-120: Height Maximum 17 feet from existing average grade
- () Low-Flush Toilet
- () Low-Flow Shower Head
- () Faucet Flow Restrictors

Square Footage: _____ (Excluding Garage)

Maximum Height: _____

Number of Bedrooms: _____ (Maximum of 3)

Number of Stories: _____ (Excluding Basement)

Roof Pitch: _____ (3/12 Minimum)

Roof Material: _____

Siding Material: _____

Building Setbacks: Front _____ Back _____ Side _____

() Exterior Finish: Required in 8 months

Construction Start Date: ___ / ___ / ___

Estimated Completion Date: ___ / ___ / ___

Building Company Name: _____

City _____ Phone (____) _____

Accessory Building ()

Describe: _____

Variance Request ()

Describe: _____

Comments: _____

Owner Signature _____

Builder Signature _____

View Lot Construction

It is the policy of the OMA to standardize the methods used by lot owners to meet the height restrictions regarding construction on view Lots 73-120. It is the responsibility of the OMA to inform all lot owners concerning these established procedures for construction approval. THE LOT OWNER ASSUMES ALL RESPONSIBILITY REGARDING THE MAXIMUM HEIGHT RESTRICTIONS. It is NOT the responsibility of the OMA to guarantee that all construction meets the maximum height restrictions.

Prior to any grading, excavation, digging or bringing in any type of fill or topsoil, the owner of the lot will have the Lot surveyed by a bonded and certified (licensed) independent Land Surveyor or Engineer. This survey WILL NOT be done by the Builder or Owner of the subject Lot. The four corners of the lot will be marked by "white stakes" and rebar with "yellow plastic survey tags". In addition, the Surveyor/Engineer shall place a minimum of two (2) visible "height stakes" on the subject lot as per the height formula in this section. The stakes must be placed where they will provide easy access for monitoring and cannot be disturbed during construction.

1. The owner must submit the following documents to the OMA prior to the start of construction. The forms and plans must be completed and returned to the chairman of the Architectural Control Committee.
 - a) The standard "OMA Home Construction Packet"
 - b) The standard "Onamac Construction Requirements for Lots 73-120"
 - c) The Architectural plans
 - d) A plot plan indicating the elevations and average existing grade
2. The ACC will review the plans for approval and sign the application forms.
3. The owner must determine the average existing grade of the lot. The average existing grade must be computed using the elevation points at all corners, one point for each corner. Refer to the attached example included on next page.
4. A stake must be placed on the lot outside the excavation area that indicates the elevation point for the average elevation.
5. No portion of the building can exceed 17 feet in height from the average existing elevation grade.
6. The owner must submit a plot plan to the ACC that indicates all elevation points and the placement of the average elevation stake.
7. The owner agrees to accept all responsibility regarding any legal action related to the height restriction. The owner also agrees to hold the OMA harmless regarding any legal action. This agreement is stated on the form.
8. Onamac Construction Requirements for Lots 73-120. The agreement must be signed by the lot owner and returned to the ACC prior to any lot clearing.
9. The ACC will return all approved plans within 15 business days. The ACC will keep all approved forms on file. The owner will be provided a copy of the approved forms upon request.

The sample diagram shows how the existing average elevation is computed. The elevation drops from the highest point are computed for each corner. The sum is divided by the number of corners. It

is suggested that each owner make a copy of the example and insert the measurements for their lot. Submit your form along with the building plans. Keep a copy of your computations in your records for future reference.

Please refer any questions to the Chairman:

Name _____

Address _____

City, State, Zip _____

Phone (____) _____

Onamac Maintenance Association

Hold Harmless Agreement

We agree to indemnify and hold harmless the Onamac Maintenance Association (OMA) Directors, Officers, and Committee Members for any legal action arising from the construction of our home and its height restriction; further agree to defend and pay any and all legal costs in defense of any legal action brought against such Directors, Officers, and Committee Members on the construction, setbacks, height restrictions, or any other requirements in the covenants and restrictions of the OMA.

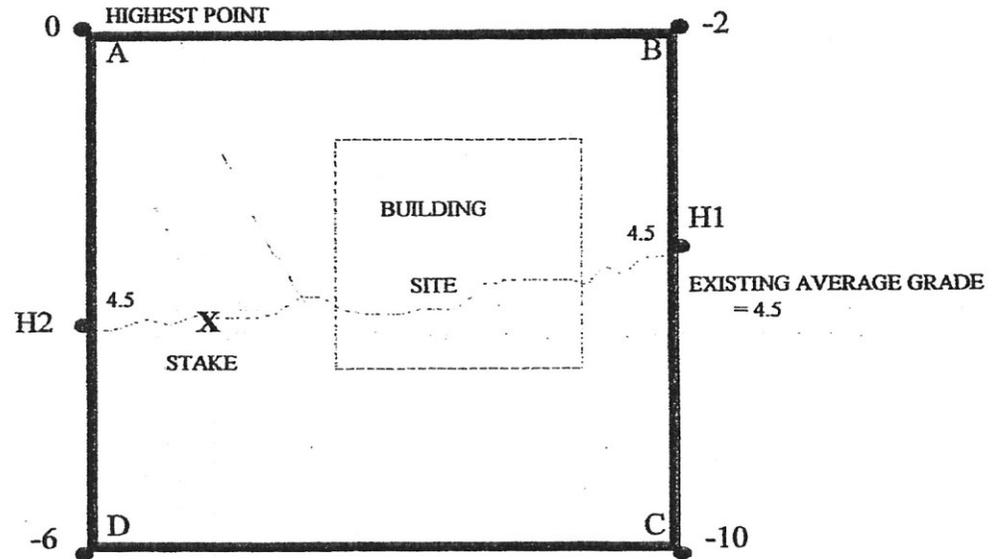
Signed: _____ Date: ___ / ___ / _____

APPROVAL

It's hereby acknowledged that: Owner: _____ Lot No: _____ has met the above requirements and the building in question has been approved by the Onamac Architectural Control Committee.

Signed: _____ Date: ___ / ___ / _____
(Chairman)

PLOT PLAN AND ELEVATION POINTS

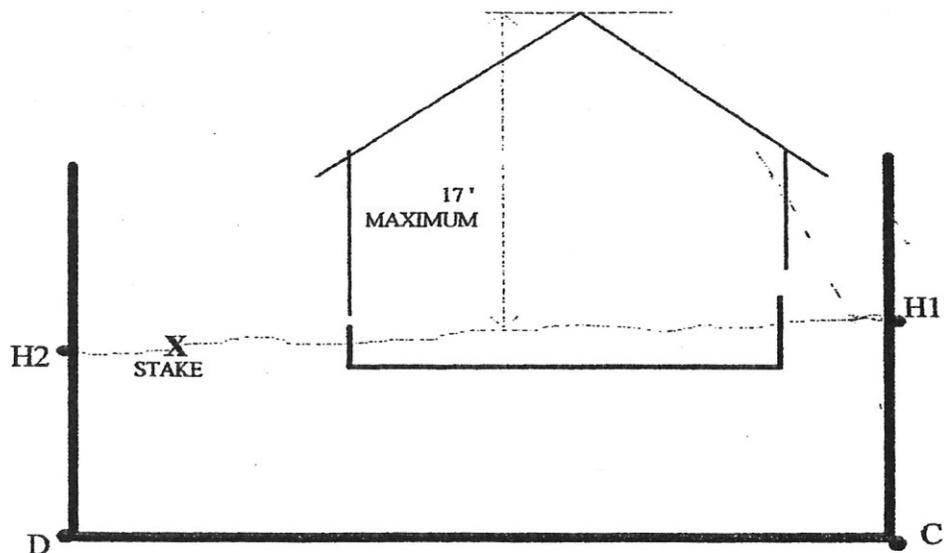


ELEV A - ELEV B = E	$0 - (-2) = -2$
ELEV A - ELEV C = F	$0 - (-10) = -10$
ELEV A - ELEV D = G	$0 - (-6) = -6$

AVERAGE ELEVATION COMPUTATION (H)

$$(E + F + G) / 4 = H \quad (-2) + (-10) + (-6) / 4 = -4.5$$

ELEVATION DROPS DIVIDED BY THE NUMBER OF CORNERS



Onamac Maintenance Association

Non-View Lot Construction

It is the policy of the OMA to standardize the methods used by lot owners to meet the restrictions regarding construction on non-view. It is the responsibility of the OMA to inform all lot owners concerning these established procedures for construction approval. It is NOT the responsibility of the OMA Architectural Control Committee to guarantee that all construction meets OMA requirements and restrictions.

Prior to any grading, excavation, digging or bring in any type of fill or topsoil, the owner of the lot will have the Lot surveyed by a bonded and certified (licensed) independent Land Surveyor or Engineer. This survey WILL NOT be done by the Builder or Owner of the subject Lot. The four corners of the lot will be marked by "white stakes" and rebar with "yellow plastic survey tags".

1. The owner must submit the following documents to the OMA prior to the start of construction. The forms and plans must be completed and returned to the chairman of the Architectural Control Committee.

- a) The Standard "OMA Construction Packet"
- b) The Architectural plans

2. The ACC will review the plans for approval and sign the application.

3. The Onamac Construction Requirements for Non-View Lots agreement must be signed by the lot owner and returned to the ACC prior to any lot clearing.

4. The ACC will return all approved plans within 15 business days. The ACC will keep all approved forms on file. The owner will be provided a copy of the approved forms upon request.

Onamac Maintenance Association

Hold Harmless Agreement

We agree to indemnify and hold harmless the Onamac Maintenance Association (OMA) Directors, Officers, and Committee Members for any legal action arising from the construction of our home and its height restriction; further agree to defend and pay any and all legal costs in defense of any legal action brought against such Directors, Officers, and Committee Members on the construction, setbacks, height restrictions, or any other requirements in the covenants and restrictions of the OMA.

Signed: _____ Date: ___ / ___ / _____

APPROVAL

It's hereby acknowledged that: Owner: _____ Lot No: _____ has met the above requirements and the building in question has been approved by the Onamac Architectural Control Committee.

Signed: _____ Date: ___ / ___ / _____
(Chairman)

Onamac Maintenance Association

Property Building Setbacks

Building variances and setbacks are under control of Island County. In some cases, the OMA will interpret and regulate specific building setbacks as they relate to existing homes and applications for new construction where variances have changed since the original construction.

Original Setbacks - Road Setback: The original Onamac Plat provided for 30' setbacks from the edge of the road to the foundation of the building. In some cases, the setback was 15' (corner lots). Several homes were constructed with those setbacks in force.

Revised Setbacks - Road Setback: In 1989 Island County revised all setbacks for the entire county regarding the road setback. The new setback is 20'. Some homes in Onamac have been constructed using the 20' setback.

Onamac Regulation - Road Setback: Island County specifies that a homeowners Association can regulate setbacks within its development where setbacks have been revised over time by the county, i.e., the 20' setback and the original 30' setback and the 5' between the original 15' (and the current 20').

OMA will regulate the setback using the grandfather method. The first building constructed or the first variance approved on a street will set the precedent for that side of the street. All other construction on the same side of the street will be required to follow the precedent and abide with that setback. This will preserve views for the original lots with homes constructed under the original setbacks.

Side and Rear Setbacks: Island County provides for a 5' setback on the rear and side property lines.

Automatic 10% Ruling: Island County provides for an automatic 10% override to the setbacks when necessary in order to place the building within the property lines. No application or notification to property owners is necessary.

Storm Sewers and Driveways

It is the policy of the OMA to require that driveways and storm sewers be installed to meet current Island County requirements. It's the responsibility of the property owner to install driveways and storm sewers.

Storm Sewers: It is the policy of the OMA to allow an open-ditch storm system. Closed ditch systems are recommended as long as guidelines are followed:

1. Storm pipe must be a minimum of 12 inches in diameter with the exception of those on Admiralty Way. The Architectural Control Committee must approve any storm pipe placed on Admiralty Way prior to placement.
2. Pipe material must meet Island County requirements. Currently concrete, metal, and corrugated plastic with smooth inside walls are approved.
3. Pipe must be installed to permit water to flow in the proper direction. The depth of the pipe must be consistent with adjoining properties.
4. The owner may install a closed ditch system if desired. Provision must be made for access to the pipe between property lines. Four feet of open ditch is required at each property line to provide cleaning access.
5. The four feet requirement can be waived if the property owner installs a regulation clean out basin. This is recommended by OMA.
6. It is the responsibility of the property owner to keep the pipe clean and free of fill material. Keep loose materials away from the pipe opening. Any damage is the homeowner's responsibility.

Driveways: It is the policy of the OMA to require that driveways be installed to meet current Island County requirements.

1. One driveway per lot is permitted.
2. The owner may enclose the entire storm ditch if OMA & ICC guidelines are followed.
3. The driveway must be constructed of cement, asphalt paving, or crushed rock. Dirt driveways are not permitted. No circular driveways are permitted.
4. Care must be taken to keep the driveway material from clogging the storm sewer pipe. Any damage is the homeowner's responsibility.

Ground-Water Drainage: The lot owner is responsible to manage all water in drains from the lot. This includes downspouts, footing drains, and ground runoff. The owner may not direct the water flow onto another owner's lot. The water must be directed into the storm ditch adjacent to the road. If the lot lies below the level of the road, a sump pump may be required to move the water uphill into the storm ditch. This policy applies to all lots and is especially important to lots adjacent to the bluff.

Number of Bedrooms: The number of bedrooms is limited to a maximum of three for all homes built in Onamac due to water and sewer systems designs.

APPENDIX B
LEASE/RENTAL AGREEMENT DISCLOSURE

Onamac Maintenance Association

Lease/Rental Agreement Disclosure

Onamac Maintenance Association Lot # _____

Physical Address of Lot _____

Present Owner Name(s) _____

Present Owner address _____

Primary Phone Number _____ Alt Number _____

Email Address _____

Lessee or Tenant Name(s) _____

Lessee Mailing Address if different than lot address _____

Lessee/ Tenant Phone# _____ Alt. Number _____

Email address _____

Starting Date of Rental Contract _____ Expiration of Contract _____

Number of Vehicles _____

Make _____ Model _____ License _____

Make _____ Model _____ License _____

Make _____ Model _____ License _____

Owner to initial the following:

_____ The Homeowner has provided and explained a set of the Bylaws and CC&Rs of the Onamac Maintenance Association to the Lessee/Tenant.

_____ The Homeowner understands that he/she is fully accountable and financially responsible for actions of the Lessee/Tenant against the Association Codes, Covenants, & Restrictions and its Members.

_____ A copy of this signed Lease/Rental Agreement/Disclosure will be forwarded to the Secretary of the Board of Directors of the Association (10) ten days prior to the move in date of the Lessee/Tenant.

_____ The Homeowner agrees to notify the Onamac Maintenance Association of changes to his/her address or contact information.

Continued - Page Two

Lessee/Tenant to initial the following:

____ The Tenant has received, read, and understands the Bylaws, and Codes, Covenants, & Restrictions of the Onamac Maintenance Association and agrees to abide by them, including and understanding that the Lease Agreement between the Landlord and Tenant does grant me permission to the Association Beach Property.

____ The Tenant understands that he places his Landlord fully accountable and financially responsible for any actions against the Onamac Maintenance Association Property.

Owner/Landlord

Date

Leaser/Tenant

Date

This Lease/Rental Agreement Disclosure must be completed in full and submitted to the Onamac Maintenance Association ten (10) days prior to the move-in date of the Tenant.

Please mail completed form to:

Secretary of the Board
Onamac Maintenance Association
P.O. Box 1096
Stanwood, WA 98292

The information contained in this disclosure is for the sole purpose of providing the Onamac Maintenance Association with contact information of the lot # and to assure the Landlord has provided copies and discussed the Bylaws and Codes, Covenants, & Restrictions with the Tenants as well as understanding any financial responsibility by the Tenants against the Association. This information will be kept private and confidential by the Board of Directors of the Onamac Maintenance Association.

APPENDIX C
LARGE PRIVATE PARTY APPLICATION

Onamac Maintenance Association

Large Private Party Application

Lot # _____ Application Date ___/___/_____

Lot Owner Name _____

Address _____

City _____ State _____ Zip _____

Phone # () _____

Date of Scheduled Party ___/___/_____

How many guests expected _____ (max. 40)

Number of Boats on Trailers _____ (max. 2 for guests)

Portable Toilet Deposit Amount paid \$ _____ Check # _____

Lot Owner Signature _____ Date ___/___/_____

OMA Board Member Signature _____ Date ___/___/_____

Please remember to ensure guests are knowledgeable of the OMA Beach Rules (Including all pets on leashes and required cleanup). Please clean up after your party event. Large parties must be vacated by 10:00 p.m.

HAVE A GREAT EVENT!

AMENDMENTS TO CODES, COVENANTS, AND RESTRICTIONS

2016 APPROVED AMENDMENT - 4.2 Trees, Vegetation, Landscaping

Replace the following statement in the fourth paragraph of this section, "Lot owners shall be required to maintain the storm drainage systems associated with their lot from the street pavement edge to lot owner's 'property line, including, but not limited to:" with "In keeping with the intent of Island County Code ICCII. 03.260 and to ensure the safe and adequate functioning of the OMA storm drainage system, lot owners will be required to maintain that portion of the storm drainage system associated with and adjacent to their lot from the street pavement edge to the lot owner's property line, including but not limited to:"

Construction Packet, Appendix A of Section 3.1, Construction Checklist: Building — Replace "() Lots 1-72 & 121-131: Square Footage Minimum 800 square feet and () Lots 73-120: Square Footage Minimum 1200 square feet" with "() All lots, 1-131 shall have a minimum 1200 square foot home constructed on the property".

2017 APPROVED AMENDMENT - Construction Checklist, Appendix A

(1) ..added for the Construction of Decks, Sheds and Outbuildings — Limit 2.

From

() () Construction (Shed Outbuilding Deck)

To

() () Construction (Shed Outbuilding Deck) – Limit 2

(2) Change of requested approved Descriptions for Vegetation to read

Vegetation

From

() Fence/Wall Hedge: Height Restriction 4-6 feet

() Landscaping: Height Restriction 6 feet

To

() Fence/Wall Hedge: Front Yard Beyond Home Footprint Height Restriction 4 Feet

() Fence/Wall Hedge: Back and Side Yard Beyond Home Footprint Height Restriction 6 Feet

2018 APPROVED AMENDMENT - Construction Checklist, Appendix A

From

Water/ Sewer Hook-up fee: Amount \$ 1500.00 Date Paid ___ / ___ / ___

(Hook-up Fee includes water meter to be installed by OMA)

Construction Deposit Fee: Amount \$ 1500.00 Date Paid ___ / ___ / ___

(Damage Deposit is refundable in part or full)

To

Water Hook-up fee: Amount \$ 2000.00 Date Paid ___ / ___ / ___

(Hook-up Fee includes water meter to be installed by OMA)

Sewer Hook-up fee if on LOSS System Amount \$ 1500.00 Date Paid ___ / ___ / ___

Construction Damage Deposit Fee: Amount \$ 1500.00 Date Paid ___ / ___ / ___

(Damage Deposit is refundable in part or full)