

DECLARATION OF RESTRICTIONS, EASEMENTS AND RESERVATIONS
SANDY POINT SHORES NO. 1

THE UNDERSIGNED are owners of the real property situate in Whatcom County, Washington, included in the plat of Sandy Point Shores No. 1 as recorded in such county. They desire to provide for a plan of development of such real property as a part of an entire subdivision and for that purpose do hereby declare and establish the following restrictions, easements and reservations appurtenant:

I. Building Restrictions:

1) Except for portions of the real property as may be used for recreational purposes or common service facilities by Sandy Point Improvement Co., a Washington corporation, no lot in the plat of Sandy Point Shores No. 1 shall be used for any purpose other than for residential purposes, provided however, that a temporary real estate office may be maintained with the consent of the undersigned on any one of such lots.

2) No structure shall be erected, altered, placed or maintained on any lot unless it shall comply with these restrictions and the following:

(a) Each dwelling structure shall be of permanent construction, shall have not less than six hundred (600) square feet of enclosed ~~area~~ devoted to living purposes. No structure shall exceed ^{20' VVW} ~~16~~ feet above the grade of the adjacent road on Lots 56 to 85 inclusive and shall not exceed two (2) stories in height on any other lot in the plat.

(b) The exteriors of all structures on a lot shall be constructed of new materials.

(c) No structure shall be erected or placed within five (5) feet of the side boundary of a lot, twenty-five (25) feet of a street abutting a lot, or twenty-five (25) feet of the rear lot line from the street abutting the lot. These setback requirements may be waived or modified by Sandy Point Improvement Co. in case of hardship involving lots of unusual configuration or lots abutted on more than one side by a street. In any event no dwelling shall be located easterly of the building setback line on lots 22 to 32 inclusive as shown on the plat.

(d) No facilities for sewage disposal shall be placed on a lot unless they are of modern design, enclosed within a dwelling structure on the lot and fully connected to a septic tank system of sewage disposal, or comparable modern facility, designed, located and constructed in accordance with the rules and regulations of the Whatcom County Health Department and any other governmental agencies having jurisdiction or are fully connected to a public sewer system.

(e) Prior to erecting or placing of any structure on a lot, the plans and specifications therefor shall be submitted to and approved by Sandy Point Improvement Co. as hereafter provided, and such structure shall conform to such plans and specifications. Any septic tank drainfield on lots 1 to 41 inclusive and lots 56 to 85 inclusive shall be located in the drain field area as shown on the plat.

3) The work of constructing, altering or repairing any structure on a lot shall be diligently prosecuted from its commencement until completion thereof, but in any event the exterior finished appearance shall be completed within six (6) months of commencement so that no tar paper or underlayment shall thereafter be exposed to view.

4) No temporary structure, trailer, tent, garage, basement

or out-building shall be maintained on any lot for residential purposes.

5) No fence, wall or hedge along a lot line shall exceed forty-eight (48) inches in height, except that decorative screening as approved in writing by Sandy Point Improvement Co. prior to erection may be maintained on a lot.

II. Land Use Restrictions:

1) No garbage, refuse, rubbish, junk or cut growth shall be permitted to be deposited, left or accumulated on a lot unless in suitable containers which shall be kept in sanitary condition, regularly emptied and fully screened from view of the street and adjacent lots.

2) No animals shall be kept or permitted on the real property in the plat except for household pets which shall not unreasonably interfere with the use and enjoyment of any lot.

3) No goods, equipment, trucks, vehicles or paraphernalia used in or connected with any trade or business shall be kept or stored in the open on any lot. No commercial signs, including "For Sale" signs, shall be permitted on any lot or structure.

4) No noxious, or offensive activity shall be permitted on any lot nor shall anything be permitted that may be or become a nuisance or unreasonably interfere with the use and enjoyment of any part of the real property included in the plat.

5) All governmental regulations which are applicable to and regulate the use of real property outside of Indian Reservation boundaries within the jurisdiction of Whatcom County, Washington, shall be applicable to any part of the real property contained in the plat which may be within the boundaries of the Lummi Indian Reservation and the owners or users of such real property shall comply therewith.

6) No boat powered by any internal combustion engine shall be permitted to be used or operated upon any lake now or hereafter created on Tract B. The use of such lake shall be subject to such reasonable rules and regulations as may hereafter be adopted by the directors of Sandy Point Improvement Co., a Washington corporation, for the use and enjoyment of its shareholders. Each lot owner abutting Tract B shall have the right to use such lake subject to such rules and regulations and may construct a dock facility not to extend more than ten feet in to Track B from the lot line.

III. Sandy Point Improvement Co.:

1) Sandy Point Improvement Co., a Washington corporation, has been formed by the undersigned for the purpose of providing certain services and recreational facilities for the owners of property in the plat, for other properties in proximity thereto and for others. Any action to be taken pursuant hereto by Sandy Point Improvement Co. may be taken upon authorization of the board of directors. Each lot owner, including contract vendees, shall be entitled to one share of Class A stock of such corporation subject to the restrictions and provisions of the articles of incorporation established from time to time. Such share of stock shall be appurtenant to the title to and shall be transferable only as a part of the transfer of the title to the lot. Each shareholder shall be entitled to the use and enjoyment of the corporate facilities and services subject to the rules, regulations and charges as may now or hereafter be established by the corporation, which rules, regulations and charges shall apply equally to all shareholders who are owners of property in the plat. Nothing herein shall preclude the corporation from making its

services and facilities available to others on such terms as it deems best. Each shareholder who is an owner of property in the plat shall abide with the rules and regulations of the corporation as may be adopted from time to time incident to the use of its facilities.

2) All plans and specifications required to be submitted to Sandy Point Improvement Co. shall be in writing, shall contain the name and address of the person submitting the same, the description of the property to which they relate, and shall set forth the following with respect to the proposed structure: the location of the structure on the property, the elevation of the structure with reference to the existing and finished lot grade, the general design, the interior layout, the exterior finish materials and color, and such other information as may be required to determine whether such structure conforms to these restrictions. The corporation may establish standards involving esthetic considerations of harmony of construction and color which it determines to be in the best interest of providing for an attractive development, which standards may include those pertaining to the height, configuration, design and appearance of fences, walls, screens out-buildings, pools and other structures appurtenant to the use of a dwelling. Plans and specifications shall be submitted by mail to the secretary of the corporation. Within thirty (30) days after receipt of such plans and specifications which in its opinion do not conform to these restrictions or its esthetic standards. In the event notice of disapproval is not mailed by the corporation to the address of the person submitting such plans and specifications within such thirty-day period, approval shall be deemed to have been given. The

board of directors of the corporation may designate such person or persons as it deems advisable to act on its behalf to give such approval or disapproval.

3) In order to provide for maintenance and improvement of the various properties and facilities of Sandy Point Improvement Co., each grantee and vendee of a lot in the plat, their heirs, successors and assigns, shall and do by the act of accepting a deed or entering into a contract of sale as vendee, jointly and severally agree that they and each of them shall pay to the corporation the charges assessed by vote of two thirds of the directors of the corporation against the shareholders of the corporation. In the event that such charges remain unpaid to the corporation for sixty (60) days after the due date, then the corporation may record a written notice with the auditor of Whatcom County, Washington, that it claims a lien against the lot of the shareholder who is so delinquent for the amount of such charges, interest at the rate of ten per cent (10%) per annum from the due date until paid and attorneys' fees incurred incident thereto. From and after recording such notice, such lot shall be subject to a lien to the corporation as security for such assessments and such lien may be foreclosed in the manner of a mortgage on real property and in such foreclosure action the corporation shall recover a reasonable sum as attorneys' fees therein and the reasonable and necessary costs of searching and abstracting the public records. Until changed by vote of two thirds of the directors of the corporation the charge herein referred to shall be Ten Dollars (\$10.00) per annum payable on or before June 30 of each year in advance commencing June 30, 1966.

IV. Easements and Reservations:

1) All oil, gas and mineral rights and the right to remove oil, gas and such minerals in the real property described in the above mentioned plat shall be reserved and excepted from the conveyance of any portion of the real property as though written therein, provided that the owners of such real property shall be compensated for any damage or injury to the surface and structures thereon that may be occasioned by any removal of such minerals.

2) The undersigned hereby reserve an easement over and across a strip of land ten (10) feet in width across each lot parallel with and adjacent to the roads abutting and along five feet of each other lot line shown on the plat for the purpose of constructing, repairing, reconstructing, improving and maintaining water pipes, light and power lines, telephone lines and other facilities for utilities including the right to enter upon such easement for such purposes.

V. Miscellaneous:

1) The covenants, restrictions, easements, rights, liens and encumbrances herein provided for shall be covenants running with the land and shall be binding upon the real property described in the above plat and any and all parts thereof, the parties in interest thereto and their heirs, assigns, personal representatives and successors in interest. Accepting an interest in and to any portion of such real property shall constitute an agreement by any such person, firm or corporation accepting such interest, that they and each of them shall be bound by and subject to the provisions hereof.

2) In the event that any provision hereof shall be declared invalid by any court of competent jurisdiction, no other provision hereof shall be affected thereby and the remaining provisions shall remain in full force and effect. No waiver of a breach of any provision hereof shall constitute a waiver of a subsequent breach of the same provision or of any other provision.

3) The parties in interest in and to any part of the real property included in the above plat and Sandy Point Improvement Co. for the benefit of such owners and each of them shall have the right and authority to enforce the provisions hereof and in addition to any other remedy for damages or otherwise shall have the right to injunctive relief. Except for the enforcement of the lien to Sandy Point Improvement Co., the prevailing party in any action to enforce the provisions hereof shall recover a reasonable sum as attorneys' fees therein together with the reasonable cost of searching and abstracting the public record.

4) The provisions hereof may be amended, altered or terminated in whole or part by written instrument signed by sixty per cent (60%) of the owners in area of the real property in the above plat, exclusive of roads, and recorded with the auditor of Whatcom County, Washington. For the purpose of this paragraph the word "owner" shall mean any person, firm or corporation holding either fee title or a vendee's interest under a real estate contract as shown by the records of Whatcom County,

Washington, to the exclusion of any lesser interest. Until so terminated these provisions shall remain in full force and effect.

DATED this 1st day of August, 1966.



SANDY POINT CO.

By [Signature]
President

By [Signature]
Secretary

[Signature]
Robert R. Walker

[Signature]
Victoria R. Walker

[Signature]
R. E. Rogers individually and as executor of the estate of Priscilla M. Rogers, deceased.

[Signature]
Stuart E. Rogers

[Signature]
Madge A. Rogers

STATE OF WASHINGTON)
COUNTY OF) ss.

On this 1st day of August, 1966, before me personally appeared [Signature] and [Signature] to me known to be the President and Secretary respectively of SANDY POINT CO. the corporation that executed the within and foregoing instrument, and acknowledged the same to be the free and voluntary act of said corporation, for the uses and purposes therein mentioned, and on oath stated that they were authorized to execute said instrument and that the seal affixed thereto is the corporate seal of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year last above written.

[Signature]
Notary Public in and for the state of Washington, residing at

STATE OF WASHINGTON }
County of WHATCOM } ss.

On this 1st day of August, 1966, before me personally appeared Robert R. Walker to me known to be the individual described in and who executed the foregoing instrument for him self and also as Attorney in fact for Victoria R. Walker and acknowledged that he signed and sealed the same as his free and voluntary act and deed for him self and also as the free and voluntary act and deed as Attorney in Fact for said principal for the uses and purposes therein mentioned, and on oath stated that the Power of Attorney authorizing the execution of this instrument has not been revoked and that the said principal is now living and is not insane.

Given under my hand and official seal the day and year last above written.

Barry E. Darling
Notary Public in and for the State of Washington,
residing at Bellingham, B.C.
Washington

FORM 107, ACKNOWLEDGMENT,
INDIVIDUAL AND AS ATTORNEY IN FACT.

STATE OF WASHINGTON }
COUNTY OF WHATCOM } ss.

I, the undersigned, a notary public in and for the state of Washington, hereby certify that on this 1 day of August, 1966, personally appeared before me R. E. ROGERS, individually and as executor of the estate of Priscilla M. Rogers, deceased, to me known to be the individual described in and who executed the foregoing instrument, and acknowledged that he signed and sealed the same as his free and voluntary act and deed, for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year last above written.

Barry E. Darling
Notary Public in and for the state
of Washington, residing at

STATE OF WASHINGTON }
COUNTY OF WHATCOM } ss.

STATE OF WASHINGTON }
County of WHATCOM } ss.

On this 1st day of August, 1966, before me personally appeared Robert R. Walker to me known to be the individual who executed the foregoing instrument as Attorney in Fact for Stuart E. Rogers and Madge A. Rogers and acknowledged that he signed the same as his free and voluntary act and deed as Attorney in Fact for said principal for the uses and purposes therein mentioned, and on oath stated that the Power of Attorney authorizing the execution of this instrument has not been revoked and that said principal is now living and is not insane.

GIVEN under my hand and official seal the day and year last above written.

Barry E. Darling
Notary Public in and for the State of Washington,
residing at Bellingham, B.C.
Washington

FORM 106, ACKNOWLEDGMENT,
ATTORNEY IN FACT.

RECEIVED FOR RECORD AT 4:24 PM AUG 15 1966
AT THE OFFICE OF BELLINGHAM TITLE CO.
BELLINGHAM, CO. ADDRESS: WHATCOM CO. WASH