

1354346

AMENDMENT TO
DECLARATION OF RESTRICTIONS, EASEMENTS & RESERVATIONS
SANDY POINT SHORES NO. 3

9/120 ✓

Robert Laurent

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The previously recorded Declaration of Restrictions, Easements & Reservations of Sandy Point Shores No. 3, Whatcom County Auditor's File No. 1032126, is hereby amended by deleting in its entirety Section 1, Paragraph (4) of said Declaration and replacing it with the following:

1. Building Restrictions:

- (4) No temporary structure, trailer, mobile home, modular home, tent, garage, basement or out-building shall be maintained on any lot for residential purposes.

All other sections of the previous Declaration of Restrictions, Easements & Reservations, Sandy Point Shores No. 3, are affirmed.

STATE OF WASHINGTON)
) ss.
COUNTY OF WHATCOM)

CLAYTON McDONALD and MARLENE DAWSON, after being first duly sworn upon oath, depose and say:

That they are the President and Secretary respectively of SANDY POINT IMPROVEMENT COMPANY, a Washington corporation; that on or about the 1st of October, 1979, they caused to be mailed a proposed written amendment to the Declaration of Restrictions, Easements & Reservations to Sandy Point Shores No. 3 to all record owners of Division No. 3 lots; that by March 10, 1980, more than sixty (60%) percent of the owners responded affirmatively approving the amendments; that the ballots are in the possession of the Secretary of Sandy Point Improvement Company and that the lot owners who approved the changes in writing are as follows:

<u>NAME</u>	<u>LOT #</u>
Marjorie M. Irwin	1
Adam & Delores White	3
Clifford & Maxine Bromling	4
Robert & June Petrie	7
Martin & Cynthia Schoneker	9
Stephen & Judy Horner	10
Leonard & Pamela Fidgett	11 & 12
Edward & Kathryn Jackson	13
James McPherson	14
Howard & Bertha Sweeney	15
F. J. Whitcroft	16
Mr. & Mrs. R. J. Dykes	17
Richard & Phyllis Shideler	18
William & Mary Shimaski	19
Birrell Dinnetz and Annabell King	21
James & June Sweet	22
Phyllis Alexander	23
Gloria Turk	24
Robert R. Walker	25
Ian & Beryl Dobbin	27
Jerome & Sara Froland	28
Windsock Company	31
Harold & Jane Olson	32
Windsock Company	34

Arvard Belden	35
Robert & Sharon Roberts	37
Thomas & Karen Jones	39
Hideo & Kimiko Mori	40
Jerry & Carol Mulian	41
John & Alma Rubin	42
Richard & Mary Foege	43
Joseph & Katie Davis	44
Edwin & Mary Ewing	45
Robert R. Walker	47
Alfred & Luella Hahnel	48
Hugh & Kay McQueen	51
Windsock Company	52
Robert R. Walker	53
Robert R. Walker	54
Robert R. Walker	55
Richard & Joy Gutherie and Richard Sobjack	57
R.D. & Shirley Metcalf	58
John & Verone Woodward	59
Everett & Mary Jane Hoffman and Nicholas Supernenko	60
Vernon & Ellen Grandy	61
Ronald & Molly Weden	62
Chi-Tai & Hui-Chu Chu	64
J. H. Wiebe	66
Jon & Terry Allsop	67
Joseph & Katie L. Davis	68
Vere & Elsie Richards	70
Wilfred & Helen Olson	71
Richard & Marlene Dawson	72
Elmer & Ardis Wallin	73
John R. Haffner	75
Douglas & Joyce Anderson	76
Walter & Barbara James	77
Eugene Miller	78
James B. Chapman	79
Kenneth Rodal	80
George & Maxine Cook	81
David & Gisele Dunn	84
Lyle & Agneta Hauger	85
Peter & Patricia Ambrose	87
Patrick Boyd	88
Patrick Boyd	89

SANDY POINT IMPROVEMENT COMPANY,
a Washington corporation:


CLAYTON MCDONALD
Its: President


MARLENE DAWSON
Its: Secretary

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STATE OF WASHINGTON)
)ss.
COUNTY OF WHATCOM)

On this 9 day of April, 1980, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared CLAYTON McDONALD and MARLENE DAWSON, to me known to be the President and Secretary, respectively, of SANDY POINT IMPROVEMENT COMPANY, the corporation that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that they are authorized to execute the said instrument and that the statements herein are true and correct.

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

Lawrence B. Quest
Notary Public in and for the State of Washington, residing at Bellingham.

(SEAL)

Quest
APR 10 1980
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NOTARY PUBLIC
WASHINGTON
BELLINGHAM

DECLARATION OF RESTRICTIONS, EASEMENTS AND RESERVATIONS

SANDY POINT SHORES NO. 3

THE UNDERSIGNED are owners of the real property situated in Whatcom County, Washington, included in the plat of Sandy Point Shores No. 3 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. These restrictions, easements, and reservations shall not apply to Tract C of Sandy Point Shores #3. Tract C of Sandy Point Shores #3 shall not be built on until it has been replatted with adjoining property.

1. 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. 3 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 one thousand (1000) square feet of enclosed area devoted to living purposes.

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

(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 thirty-five (35) 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.

(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 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 or the placing of any piling, boat houses, docks, 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. Septic tank drainfield shall be located in the front 70 feet of each lot.

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 tarpaper 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) With reference to each lot which shall include any part of a dike constructed for the purpose of containing tidal waters, nothing shall be done or permitted on such lot which shall result in the weakening, damage or destruction, in whole or part, of such dike or the lowering of the elevation of the top of such dike below its originally constructed height, but in no event lower than elevation 14. mean lower low water datum.

III. Sandy Point Improvement Co.:

1) Sandy Point Improvement Co., a Washington corporation, has been formed by the undersigned for the purposes 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 names 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 consideration 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 the 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 (30) 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 sales 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 attorney's 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 attorney's 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, 1968.

4) The various dikes and appurtenances thereto within the plat for the purpose of containing tidal waters shall constitute facilities of Sandy Point Improvement Co. and may be maintained and improved by the Corporation for the benefit of the various properties in the plat. The Corporation is hereby granted an easement and right of access to all such dikes within the plat for the purpose of inspecting, maintaining and improving such dikes or any part thereof, providing that the premises entered upon and damaged shall be restored to its condition existing prior to the entry as may be reasonably possibly under the circumstances.

5) Tract A and Tract B shall constitute facilities of Sandy Point Improvement Company and may be maintained and improved by the corporation for the benefit of the various properties in the plat.

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 (5) feet of each other lot line shown on the plat for the purpose of constructing, repairing, reconstructing, improving and maintaining waterpipes, 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, 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 dam-

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ages 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 attorney's 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 the area of the real property in the above plat, exclusive of roads, and recorded with the auditor of Whatcom County, Washington. For the purposes of this paragraph the word "owner" shall mean any person, firm, 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 an lesser interest. Until so terminated these provisions shall remain in full force and effect.

Dated this 17th day of August, 1967

R. E. Rogers

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

Robert R. Walker
Robert R. Walker

Victoria R. Walker, Stuart Rogers and Madge Ann Rogers, Harold E. Isenhart and Gwen-lee Isenhart, Arnold Olson and Selma E. Olson, Donald S. Olson and Barbara L. Olson.

By Robert R. Walker
Robert R. Walker, their attorney in fact.

STATE OF WASHINGTON)

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COUNTY OF WHATCOM)

ss.

On this 17th day of AUGUST, 1967, before me, the undersigned, a notary public in and for the state of Washington, duly commissioned and sworn personally appeared 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 to me that he signed and sealed the said instrument as his free and voluntary act and deed for the uses and purposes therein mentioned.

WITNESS my hand and official seal hereto affixed the day and year in this certificate above written.

Barry E. Darling
Notary public in and for the state of Washington, residing at Mountlake Terrace

STATE OF WASHINGTON)

COUNTY OF WHATCOM)

ss.

On this 17th day of AUGUST, 1967, the undersigned, a notary public in and for the state of Washington, duly commissioned and sworn, personally appeared ROBERT R. WALKER, to me known to be the individual described in and who executed the foregoing instrument for himself and as attorney in fact of Victoria R. Walker, Stuart Rogers and Madge Ann Rogers, Harold E. Isenhart and Gwen-Lee Isenhart, Arnold Olson and Selma E. Olson, Donald S. Olson and Barbara L. Olson, also therein described, and acknowledged to me that he signed and sealed the same as his voluntary act and deed and as the free and voluntary act and deed of the said Victoria R. Walker, Stuart Rogers and Madge Ann Rogers, Harold E. Isenhart and Gwen-Lee Isenhart, Arnold Olson and Selma E. Olson, Donald S. Olson and Barbara L. Olson 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 Victoria R. Walker, Stuart Rogers and Madge Ann Rogers, Harold E. Isenhart and Gwen-Lee Isenhart, Arnold Olson and Selma E. Olson, Donald S. Olson and Barbara L. Olson are now living, and are not insane.

WITNESS my hand and official seal hereto affixed the day and year in this certificate above written.

Barry E. Darling
Notary public in and for the state of Washington, residing at Mountlake Terrace

RECEIVED FOR RECORD AT 10 30 A.M. AUG 17 1967
BY H. E. Isenhart
WELLA HANSEN, CO. AUDITOR WHATCOM CO. WASH.