

Neptune Heights Covenants

Explanatory Notes

Included are covenants that refer to the entire subdivision, as enacted by the combined owners within this plat, and apply to all lots.

Not included are individual restrictive covenants enacted by individual lot owners that apply only to specific properties, such as parcels containing, or adjacent to, community wells and water storage, lot consolidations, or water transfers.

The original covenants have been amended with the net effect of removing "Section I. Building Restrictions" from the original covenants. The first document, "Declaration of Amendment ..." (2/8/1991), rescinds a previous one and removes "Section I. Building Restrictions" from the original covenants entirely. The second document, "Declaration of Amendment ..." (7/13/1990), had modified "Section I. 4" but was later replaced with the first document.

The third document, "Declaration of Restrictions, Easements and Reservations/Neptune Heights", is the original set of covenants and is currently in effect – excluding all of "Section I. Building Restrictions."

5/5/2014

DECLARATION OF AMENDMENT TO DECLARATION OF RESTRICTIONS,
EASEMENTS AND RESERVATIONS OF THE PLAT OF NEPTUNE HEIGHTS,
AS RECORDED UNDER WHATCOM COUNTY AUDITOR'S
FILE NUMBER 1081327, AND AMENDED UNDER WHATCOM COUNTY
AUDITOR'S FILE NUMBERS 1081557 AND 1082325

THE UNDERSIGNED duly elected officers of the Sandy Point Improvement Company hereby file this Amendment to the Declaration of Restrictions, Easements and Reservations of the Plat of Neptune Heights and in support of said Amendment do declare as follows:

1. The undersigned are the duly elected officers of the Sandy Point Improvement Company.

2. The Sandy Point Improvement Company acts as the home owners' association for the Plat of Neptune Heights.

3. According to the restrictions, easements and reservations of record of the Plat of Neptune Heights, as amended, the said restrictions, easements and reservations may be amended by a petition signed by property owners representing Sixty percent (60%) in area or more of the Plat of Neptune Heights.

4. The Sandy Point Improvement Company Board of Directors has received petitions from property owners representing Sixty percent (60%) or more of the Plat of Neptune Heights wherein the petition calls for the amendment of the Declaration of Restrictions, Easements and Reservations of the Plat of Neptune Heights to the effect of termination of Paragraph I.1, I.2. I.3, I.4 and I.5 of the

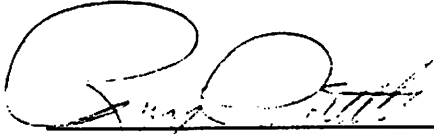
NOTARIAL PUBLIC
STATE OF MISSISSIPPI

said Declaration of Restrictions, Easements and Reservations recorded under Whatcom County Auditor's File number 1081327.

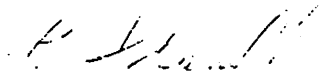
5. The originals of the said petitions are on file with the Secretary of the Sandy Point Improvement Company, and shall be retained by her in the permanent records of Sandy Point Improvement Company.

6. According to the restrictive covenants of the Plat of Neptune Heights, the amendments herein shall be effective upon the recording of this Declaration of Amendment.

DATED this 8th day of February, 1991.



SANDY POINT IMPROVEMENT COMPANY
By ROY POTTLE, President



SANDY POINT IMPROVEMENT COMPANY
By T. Slaneff, Secretary

STATE OF WASHINGTON)
) ss.
COUNTY OF WHATCOM)

On this 8th day of February, 1991, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared ROY POTTLE and T. Slaneff, 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 seal affixed is the corporate seal of said corporation.

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

Jonathan Cook
Notary Public in and for the
State of Washington
Residing at Bellingham ^{Deming}
My Commission Expires: 3/15/94



NOTARY PUBLIC
JONATHAN COOK

DECLARATION OF AMENDMENT OF RESTRICTIONS, EASEMENTS AND
RESERVATIONS OF THE PLAT OF NEPTUNE HEIGHTS

THE SANDY POINT IMPROVEMENT COMPANY by and through its authorized officer hereby declares that the Declaration of restrictions, easements and reservations of Neptune Heights shall be amended as set forth herein.

WHEREAS the Plat of Neptune Heights, a subdivision located in Section 4, Township 38 North, Range 1 East of W.M., Whatcom County, Washington, is affected by a "Declaration of Restrictions, Easements and Reservations" recorded under Whatcom County Auditor's file number 1081327 and;

WHEREAS Article V(4) thereof provides that the said restrictions, easements and reservations may be amended, altered or terminated in whole or part by a written instrument signed by sixty percent (60%) of the owners in the area of real property of the above Plat, exclusive of roads; and

WHEREAS the Sandy Point Improvement Company operates as a community association which has certain authority in the Plat of Neptune Heights, and whereas the Board of Directors of Sandy Point Improvement Company has received signed petitions from property owners representing at least sixty percent (60%) of the owners in the area of the real property of the Plat of Neptune Heights, which petitions are on file with the Sandy Point Improvement Company and which petitions

seek to amend Section I(4) of the Declaration of Restrictions, Easements and Reservations filed under Auditor's file number 1081327; and

WHEREAS the said Board of Directors has reviewed said petitions and concluded that the amendment of the restrictions, easements and reservations has been properly accomplished,

NOW THEREFORE, IT IS HEREBY DECLARED that the following amendment to the Declaration of restrictions, easements and reservations has been adopted, to wit:

Article I(4) is amended as follows:

"I. Building Restrictions:

...

4) No temporary structure, trailer, tent, garage, basement or outbuilding shall be maintained on any lot for residential purposes, with the exception that mobile homes which comply with the below referenced conditions may be placed on any lot within the Plat. The following conditions shall apply to mobile homes, for which approval for placement on lots within the Plat is sought:

- a) The mobile home must be newly constructed.
- b) The mobile home must contain a gross living area of One Thousand (1,000) square feet or more.
- c) The mobile home must be constructed with wood or vinyl siding and must be constructed with a composition roof.
- d) The mobile home must meet and comply with all current building codes and regulations".

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The remaining provisions of the Declaration of restrictions, easements and reservations of the Plat of Neptune Heights shall remain unaffected except as the same may be directly impacted by the amendment contained herein.

DATED this 13th day of July, 1990.

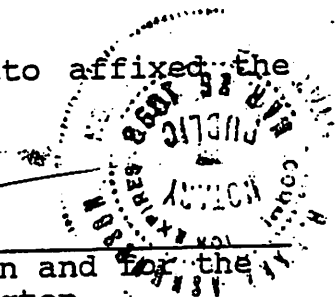
Roy Pottle
SANDY POINT IMPROVEMENT COMPANY
by ROY POTTLE, President

STATE OF WASHINGTON)
) ss.
COUNTY OF WHATCOM)

On this 13th day of July, 1990, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared ROY POTTLE, to me known to be the President 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 he is authorized to execute the said instrument and that the seal affixed is the corporate seal of said corporation.

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

RMA
Notary Public in and for the
State of Washington
Residing at Bellingham



WHATCOM COUNTY
BELLINGHAM, WA
07/25/90 08:56 AM
REQUEST OF: /FCP
Shirley Forslof, AUDITOR
BY: BS, DEPUTY
\$9.00 AM/RC

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DECLARATION OF RESTRICTIONS, EASEMENTS AND RESERVATIONS
NEPTUNE HEIGHTS

THE UNDERSIGNED are owners of the real property situated in Whatcom County, Washington, included in the plat of Neptune Heights 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:

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 Company, a Washington Corporation, no lot in the plat of Neptune Heights 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 more 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 in Lots 30 thru 47 and Lots 71 thru 84. Each dwelling structure shall be of permanent construction, shall have not less than eight hundred (800) square feet of enclosed area devoted to living purposes in Lots 48 thru 70 and Lots 1 thru 29. No structure shall exceed 12 feet above the grade of the original ground level on Lots 1 thru 25.

(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 Company in case of hardship involving lots of unusual configuration

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amendment
2/8/91**

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, the plans and specifications therefor shall be submitted to and approved by Sandy Point Improvement Company, as hereafter provided, and such structure shall conform to such plans and specifications.

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 outbuilding shall be maintained on any lot for residential purposes, except that Lots 30 thru 47 and Lots 71 thru 84 may maintain a mobile home 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 Company 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.

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amendment
2/8/91**

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.

III. Sandy Point Improvement Company:

1) Sandy Point Improvement Company, a Washington Corporation, has been formed by certain individuals in the past 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 Company 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 corporation 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 share-

holder 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 Company 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, outbuildings, 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 Company, 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 twelve percent (12%) 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, 1971.

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

parties hereto, 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 Company 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 Company, 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 percent (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 any lesser interest. Until so terminated these provisions shall remain in full force and effect.

DATED this 31st day of August, 1970.

BELLINGHAM NATIONAL BANK

s/ K. E. Lindstrom V.P.

s/ E. J. Johnson Cashier

s/ H. E. ISENHART

s/ ROBERT R. WALKER

s/ GWEN-LEE ISENHART

s/ VICTORIA R. WALKER

STATE OF WASHINGTON)
) ss.
COUNTY OF WHATCOM)

On this 31st day of August, A.D., 1970, before me the undersigned, a notary public in and for the state of Washington, personally appeared H. E. ISENHART and GWEN-LEE ISENHART, ROBERT R. WALKER, and VICTORIA R. WALKER to me known to be the individuals described in and who executed the foregoing instrument and that they signed the same as their free and voluntary act and deed for the uses and purposes therein mentioned.

s/ CHARLOTTE N. BOVAN
Notary public in and for the State
of Washington residing at
Bellingham, Washington

STATE OF WASHINGTON)
) ss.
COUNTY OF WHATCOM)

On the 31st day of August, A.D., 1970, before me the undersigned, a notary public in and for the state of Washington, personally appeared K. E. Lindstrom, and E. J. Johnson, of the Bellingham National Bank, a Washington Corporation, to me known to be the individuals described in and who executed the foregoing instrument and that they are duly authorized to sign the same as their free and voluntary act and deed for the uses and purposes therein mentioned.

s/ GRACE E. PALMER
Notary Public in and for the State
of Washington residing at
Bellingham, Washington