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ATTORNEYS AT LAW

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T. B. ASMUNDSON
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R. MARK ASMUNDSON

DAVID E. RHEA (1912-1978)

December 10, 1982

Sandy Point Heights Lot Owners

RE: Restrictions, Easements, and Reservations

Dear Lot Owner:

As you are undoubtedly aware, there has been quite a bit of activity taking place in the last couple of years dealing with the restrictive covenants governing Sandy Point Heights. In particular, the activity and discussion has dealt with the question of the use of travel trailers and other recreational type vehicles on the lots that are governed by these covenants.

Not only has there been activity and discussion, there has been a great deal of confusion concerning the current status of the restrictive covenants and consequently the appropriateness of using travel trailers or other recreational vehicles on the lots within Sandy Point Heights. The purpose of this letter is to clarify the current status of those covenants and restrictions as well as to set forth the proper uses of the Sandy Point Heights lots.

At the time that several of the lot owners circulated the Petition to amend the restrictive covenants, the then existing Board of Directors reviewed the petitions and came to the conclusion that the owners of 248 out of 389 lots had affirmatively voted to amend the restrictive covenants. The restrictive covenants may be amended by a vote of the owners representing 60% of the lots. Thus, the Board at that time concluded that the requisite vote had been obtained, thereby amending the restrictive covenants.

An Amendment to the Declaration of Restrictions, Easements and Reservations of the Plat of Sandy Point Heights was filed in the Auditor's office of Whatcom County on October 12, 1981. This amendment deleted the prohibition on use of trailers and recreational vehicles on the lots within Sandy Point Heights.

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In February of 1982, the Board of Directors of Sandy Point Improvement Company recorded an instrument which purported to rescind the amendment which had been filed in October of 1981. This attempted rescission was declared invalid by an instrument recorded on September 9, 1982. The position of the present Board of Directors of Sandy Point Improvement Company, Inc. is that the Board had no power to rescind the amendment which had been filed and the purpose of recording the instrument in October, 1982, was only to set forth that the original amendment filed on October 12, 1981, was in full force and effect.

It is the opinion of the Board of Directors of Sandy Point Improvement Company, which opinion is concurred in by legal counsel for Sandy Point Improvement Company, that the covenants governing Sandy Point Heights no longer prohibit the use of travel trailers and recreational vehicles on Sandy Point Heights lots.

However, under the current County Zoning Ordinance governing Sandy Point Heights, travel trailers and recreational vehicles may not be used on that property. Therefore, the current situation is this: The covenants do not prohibit the use of travel trailers and recreational vehicles in Sandy Point Heights, but County Zoning Ordinance does. Until the Zoning Ordinance is changed as it applies to Sandy Point Heights, lot owners may not utilize their property in Sandy Point Heights for recreational vehicles or travel trailers. However, it is the Board's feeling that no individual lot owner will be able to legitimately bring an action against any other lot owner for such use of the property on the basis that the use is a violation of the restrictive covenants.

It is this Board's desire to deal fairly with all of the owners of property at Sandy Point Heights. Consequently, the Board will not choose sides with regard to this issue. It is a fact that the last word will be spoken concerning these covenants by a Court of law. Your Board of Directors desires to insure the continued enjoyment of the Sandy Point area by all

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of the owners and the Board hopes that the conflict that has surrounded this issue may soon come to an end.

Hopefully this explanation will clarify any questions which may exist regarding the current status of the covenants and restrictions governing Sandy Point Heights.

Very truly yours,

ASMUNDSON, ATWOOD & EMMONS


R. MARK ASMUNDSON
Attorney for Board
Sandy Point Improvement Company,
Inc.

RMA/er

DECISION:

Based on the findings and conclusions above, it is the decision of the Hearing Examiner to approve the zoning conditional use application to place recreational vehicles on the following lots:

BLOCK	2:	Lots 7, 8, 9, 15, 16 and 17
BLOCK	3:	Lots 15, 16, 19, 20, 21, 23 and 24
BLOCK	4:	Lots 17, 18 and 19
BLOCK	5:	Lots 7, 8, and 9
BLOCK	6:	Lots 1, 2, 3, 4, 5, 6, 7, 9, 11, 12, 13, 14, 15, 16, 17, 23, 27, 28, 29, 30, 32 and 33
BLOCK	7:	Lots 4, 5, 6, 7, 11, 12, 13, 26, 27, 28, 29 and 30
BLOCK	8:	Lots 1, 4, 5, 6, 7, 16, 21 and 22
BLOCK	9:	Lots 11, 12 and 13
BLOCK	10:	Lots 5, 6, 7, 12, 13, 14 and 15
BLOCK	13:	Lots 13, 14, and 21
BLOCK	14:	Lots 1, 2, 3, and 4
BLOCK	15:	Lots 8, 9, 10, 11, 12, 17, 31, 32, 33, 46, 47, 48, 49 and 50

This approval shall be subject to the following conditions:

1. Lots approved for recreational vehicle occupancy shall comply with all applicable local, state and federal regulations in effect during the period of occupancy.
2. Recreational vehicles shall not be occupied as a permanent residence nor shall they be installed on a permanent foundation on any lot. Seasonal occupancy is limited to one RV per lot and no more than 180 days during any twelve month period.
3. All RV's, whether stored or occupied, shall meet the minimum setbacks applicable to residential structures. Two parking spaces shall be provided onsite for each lot.
4. Water supply and sewage disposal facilities shall be in accordance with Health Department requirements.
5. All recreational vehicles shall be screened so they are not visible from off the site from either neighboring properties not approved for RV use or the roads in the subdivision. Existing trees and natural vegetation shall be maintained in all side and rear setback areas. This condition shall apply notwithstanding restrictive covenants that apply to the subdivision. If, in the case of any lot, it is not possible to screen the RV from off the site because of restrictive covenants, then an RV shall not be placed on that lot unless the restrictive covenants are waived or the owner of that lot is able to demonstrate to the satisfaction of the Hearing Examiner that such screening is not necessary.
6. Approved lots shall not be leased or rented out on a daily or overnight basis for recreational use.
7. Accessory structures shall be limited to storage, shop, garage, carport and/or similar personal use only and shall not exceed a total of 400 square feet in floor area per lot.
8. If there is an existing residence (including mobile home) on the property, this approval shall allow the owner of the property on which the residence is located to place an RV on the property as either a conditional use subject to the above stated conditions or an accessory use subject to Section 2.24.295.103 of the Whatcom County Interim Zoning Ordinance. This decision shall not allow any lot to be occupied by more than one RV or by any RV for more than 180 days.

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DECLARATION REGARDING AMENDMENT OF DECLARATION
OF
RESTRICTIONS, EASEMENTS AND RESERVATIONS
SANDY POINT HEIGHTS

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WHEREAS, an amendment to the Declaration of Restrictions, Easements and Reservations of the Plat of Sandy Point Heights as filed under Whatcom County Auditor's File No. 1050011, on the 9th day of October, 1981, was filed in the Auditor's office of Whatcom County on October 12, 1981, said Amendment bearing Auditor's File No. 1402474, and

WHEREAS, the Board of Directors of Sandy Point Improvement Company, by recorded instrument, attempted to rescind the said Amendment to the Declaration of Restrictions, Easements and Reservations of Sandy Point Heights by an instrument recorded February 26, 1982, bearing Auditor's File No. 1412661, and

WHEREAS, it appears that the Board of Directors of Sandy Point Improvement Company is without power and authority to amend or rescind amendments to the Declaration of Restrictions, Easements and Reservations originally filed concerning Sandy Point Heights, now therefore,

Pursuant to the authorization of the Board of Directors of Sandy Point Improvement Company, Inc., the President and Secretary hereby file this Declaration nullifying the attempted rescision of amendment filed on February 26, 1982, and bearing Auditor's File No. 1412661.

The purpose of this Declaration is to clarify that by the terms of the original Declaration of Restrictions, Easements and Reservations governing Sandy Point Heights, the Board of Directors of Sandy Point Improvement Company, Inc. may not unilaterally determine the restrictions, easements and reservations concerning Sandy Point Heights, and therefore,

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RESCISSION OF AMENDMENT TO DECLARATION OF RESTRICTIONS,
EASEMENTS AND RESERVATIONS

SANDY POINT HEIGHTS

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THAT CERTAIN Amendment to Declaration of Restrictions, Easements and Reservations, Sandy Point Heights, filed under Whatcom County Auditors File No. 1402474, in Volume 623, Page 301 under date of October 12, 1981 in the Auditors Office, Whatcom County, State of Washington, is HEREBY RESCINDED AND IS TO BE CONSIDERED NULL AND VOID.

The President and Secretary of the Sandy Point Improvement Company have been authorized, pursuant to a motion approved by the majority of the Board of Directors of the Sandy Point Improvement Company, attending a meeting held Friday, February 12th, 1981, to sign this Rescission of Amendment alluded to above and file same with the Auditor of Whatcom County, State of Washington.

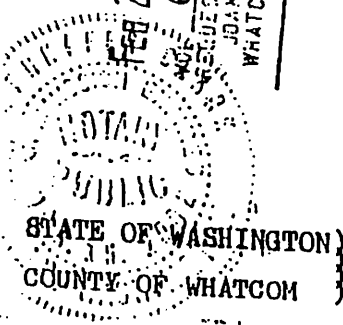
Dated this 20th day of February, 1982.

SANDY POINT IMPROVEMENT COMPANY

BY Norman James Burrell
President

BY John Steve Slaney
Secretary

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SUBJECT OF
JOAN USSEN, AUDITOR
WHATCOM COUNTY, WASH. DEPUTY



S.S.

On this 20th day of February, 1982, before me personally appeared Norman James Burrell and John Steve Slaney

to me known to be the President and Secretary of Sandy Point Improvement Company that executed the within and foregoing instrument and acknowledged the said instrument to be the free and voluntary act and deed of Sandy Point Improvement Company, and on oath stated that they were authorized to execute said instrument.

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

Jennifer Clark
NOTARY PUBLIC in and for the State of Washington,
residing at Deming VOL. 642 PAGE 554

1412661

AMENDMENT TO DECLARATION OF RESTRICTIONS, EASEMENTS AND RESERVATIONS
SANDY POINT HEIGHTS

The Declaration of Restrictions, Easements and Reservations Sandy Point Heights, was filed under Whatcom County Auditor's File No. 1050011 1-^{par 4} on the 9th day of October, 1981. Those declarations, restrictions, easements and reservations are hereby amended as follows:

1. Notwithstanding any of the other provisions of this Declaration, recreational vehicles may be occupied as a temporary or permanent residence with the following exceptions:

- a) Recreational vehicles, if properly connected to sanitary facilities in compliance with the Whatcom County Health Regulations, may be temporarily occupied for recreational purposes not to exceed 120 days per year.
- b) During the period of constructing a permanent residence occupancy shall not exceed a one year period.

2. Recreational vehicles may be stored on owners property.

3. All of the sections of the previous Declaration of Restrictions, Easements and Reservations Sandy Point Heights are hereby affirmed.

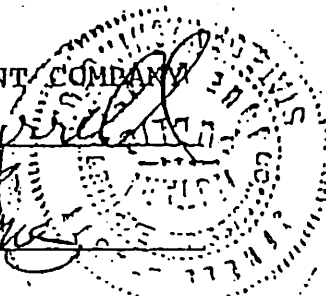
The President and Secretary of the Sandy Point Improvement Company have been authorized, pursuant to Resolution by the Board of Directors of the Sandy Point Improvement Company, to sign this Amendment and file it with the Auditor of Whatcom County, Washington.

1402474

SANDY POINT IMPROVEMENT COMPANY

By Norman J. Burrell
President

By John Steve Slasny
Secretary

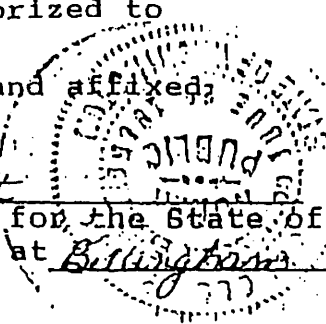


STATE OF WASHINGTON) ss.
COUNTY OF WHATCOM)

On this 9th day of October, 1981, before me personally appeared John Steve Slasny, to me known to be the President of the corporation that executed the within and 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 states that he was authorized to execute said instrument.

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

Janell McNutt
NOTARY PUBLIC in and for the State of Washington, residing at Bellingham



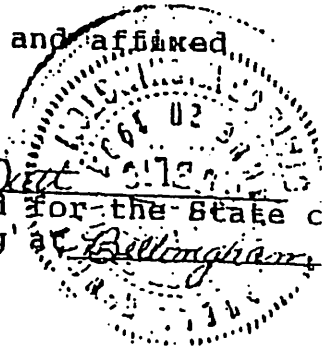
STATE OF WASHINGTON) ss.
COUNTY OF WHATCOM)

*President
J.M.*

On this 9th day of October, 1981, before me personally appeared Norman J. Burrell, to me known to be the Secretary of the corporation that executed the within and 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 states that he was authorized to execute said instrument.

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

Janell McVitt
NOTARY PUBLIC in and for the State of
Washington, residing at *Bellingham*



RECORDED
Barbara Cheatham
OCT 12 2 26 PM '81
VOL 22 PAGE 301
REQUEST OF CLERK
JEAN GOODEN, AUDITOR
WHATCOM COUNTY, WASH.
DEPUTY

*Return
Barbara Cheatham
3699 North Red River Road
Ferndale, WA.*

DECLARATION OF RESTRICTIONS, EASEMENTS AND RESERVATIONS

SANDY POINT HEIGHTS

THE UNDERSIGNED are owners of the real property situated in Whatcom County, Washington, included in the plat of Sandy Point 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 Sandy Point 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 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 Blocks 1, 2, 5, 6, 7, and 9. 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 Blocks 3, 4, 8, 10, 11, and 12. No structure shall exceed 12 feet above the grade of the adjacent road on any lot in Block 4.

(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 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. Septic tank drainfield on any lot in Block 4 shall be located in the front 120 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 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 Blocks 13, 14, and 15 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 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 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.

111. Sandy Point Improvement Co:

1) Sandy Point Improvement Co., 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 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 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 precluded 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 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, 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

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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, 1969.

4) A community recreation area will be provided by owners and shall constitute facilities of Sandy Point Improvement Co. and may be maintained and improved by the corporation for benefit of various properties in the plat. This community recreation area will contain more than five (5) acres and will be improved by owners by July 1, 1970, with a club house, swimming pool, and small golf course.

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.

3) The undersigned hereby reserve an easement over and across a strip of land ten (10) feet in width across each rear lot line of the following lots: Lots 7-28, Blk. 2; Lots 1-9, Blk. 1, and Lots 24-41, Blk. 15. The undersigned hereby reserve an easement over and across a strip of land ten (10) feet in width on the West 10 feet of Lot 1, Blk. 2; the North 10 feet of Lot 1, Blk 15; the East 10 feet of Lot 52, Blk. 15; and the East 10 feet of Lots 21 and 22, Blk 12. The purpose of this easement is for constructing, improving and maintaining a hiking and bridal trail.

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 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 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 any lesser interest. Until so terminated these provisions shall remain in full force and effect.

Dated this 21st day of August, 1968

John B. Bertoglio

David E. Rhea
David E. Rhea

individually and as attorneys in fact of Fayette Bertoglio, T. R. Carter, Wilma C. Carter, Marie E. Rhea, Galen Bentley, Ada M. Bentley, Clayton E. Rogers & Lila O. Rogers

Robert R. Walker
Robert R. Walker, individually and as attorney in fact of Victoria R. Walker, Barry Darling, Mary Lou Darling, K. E. Rogers, Gladys Deputy Rogers, Harold E. Isenhardt & Gwen-lee Isenhardt

STATE OF WASHINGTON)
COUNTY OF WHATCOM) ss.

On this 26th day of August, 1968, before me, the undersigned, a notary public in and for the State of Washington, personally appeared John B. Bertoglio and David Rhea, to me known to be the individuals described in and who executed the forgoing instrument for themselves and as attorney in fact for Fayette Bertoglio, T. R. Carter and Wilma C. Carter, Marie E. Rhea, Galen Bentley and Ada M. Bentley, Clayton E. Rogers and Lilo O. Rogers, also described and acknowledged to me that they signed the same as their voluntary act and deed and as the free and voluntary act and deed of said Fayette Bertoglio, T. R. Carter and Wilma C. Carter, Marie E. Rhea, Galen Bentley and Ada M. Bentley, Clayton E. Rogers and Lila O. Rogers and on oath stated that the power of attorney authorizing the execution of this instrument has not been revoked and that said Fayette Bertoglio, T. R. Carter and Wilma C. Carter, Marie E. Rhea, Galen Bentley and Ada M. Bentley, Clayton E. Rogers and Lila O. Rogers are now living and are not insane.
WITNESS my hand and official seal hereto affixed the day and year in this certificate first above written.

Ann Gaccos
Notary public in and for the State
of Washington, residing at
Leavenworth

STATE OF WASHINGTON)
COUNTY OF WHATCOM) ss.

On this 26 day of August, 1968, before me, the undersigned, a notary public in and for the State of Washington, personally appeared Robert R. Walker, to me known to be the individual described in and who executed the forgoing instrument for himself and as attorney in fact for Victoria R. Walker, Barry Darling and Mary Lou Darling, R. E. Rogers and Gladys Deputy Rogers, Harold E. Isenhart and Gwen-Lee Isenhart, also described and acknowledged to me that he signed the same as his voluntary act and deed and as the free and voluntary act and deed of the said Victoria R. Walker, Barry Darling and Mary Lou Darling, R. E. Rogers and Gladys Deputy Rogers, Harold E. Isenhart and Gwen-Lee Isenhart and on oath stated that the power of attorney authorizing the execution of this instrument has not been revoked and that said Victoria R. Walker, Barry Darling and Mary Lou Darling, R. E. Rogers and Gladys Deputy Rogers, Harold E. Isenhart and Gwen-Lee Isenhart are now living and are not insane.

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

Barry Darling
Notary public in and for the State
of Washington, residing at
Leavenworth