

AMENDMENT and RESTATEMENT
of
COVENANTS, RESTRICTIONS and EASEMENTS
pertaining to
SANDY POINT ARM and SANDY POINT ARM SHORT PLAT

This agreement was made and entered into at Bellingham,
Washington on August 14, 1990 by and between:

Sandy Point Heights Co., a Washington Limited
Partnership with its principle place of business at 300
Harbor Building, 100 Second Avenue South, Edmonds,
Washington 98020

and

Ronald S. Peterson and Karen L. Peterson, husband and
wife, residing at 3639 Galiano, Ferndale, Washington
98248 (hereinafter referred to as "PETERSONS")

and

Sandy Point Improvement Company, a Washington
corporation with its principle office on
Decatur Drive (Post Office Box 1418)
Ferndale, Washington 98248

WHATCOM COUNTY
BELLINGHAM, WA
08/16/90 12:48 PM
REQUEST OF: SANDY POI
Shirley Forslof, AUDITOR
BY: MRT, DEPUTY
\$23.00 D/RC

Vol: 162 Page: 1650
File No: 900816069

W I T N E S S E T H

RECITALS.

A. The undersigned parties to this agreement,
collectively, are the owners of:

Lots 2 to 15 (both inclusive) of Sandy Point Arm,
according to the Plat thereof recorded in Book 11
of Plats, page 62, as amended by adjustment to lots 13,
14, and 15 according to the Plat thereof recorded in
Book 21 of Plats, page 89, Records of Whatcom
County, Washington

and

Lots 1 to 4 (both inclusive), of Sandy Point Arm Short Plat (SS22-90) according to short plat thereof recorded in Book 21 of Plats, page 90, Records of Whatcom County, Washington.

The PETERSONS being the owners of Lot 9 and Sandy Point Improvement Company being the owner of Lot 12 of Sandy Point Arm, and Sandy Point Heights Co. being the owner of Lots 2 to 8 (both inclusive), Lots 10 and 11, and Lots 13 to 15 (both inclusive) of Sandy Point Arm and Lots 1 to 4 (both inclusive) of Sandy Point Arm Short Plat.

B. Restrictions, Easements and Reservations pertaining to Sandy Point Arm were recorded on the 3rd day of May, 1971, under Auditor's Receiving Number 1098770 in Volume 144 at pages 868 to 874 (both inclusive) Records of Whatcom County, Washington.

C. The parties desire to amend and restate said 1971 Restrictions, Easements and Reservations and to extend the coverage of said restrictions, easements and reservations to Sandy Point Short Plat.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, said Restrictions, Easements and Reservations referred to in recital B above are amended, restated and superseded as set out below and said AMENDED and RESTATED COVENANTS, RESTRICTIONS and EASEMENTS set out below, will attach and pertain to all lots in both the Sandy Point Arm plat and the

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Sandy Point Arm Short Plat plat referred to in recital A above (which two plats are hereinafter sometimes referred to as the "PLATS").

1. BUILDING RESTRICTIONS

1.1 RESIDENTIAL USE Except for such portions of the real property as may be used for recreational purposes or common service facilities by Sandy Point Improvement Company, a Washington Non-profit Corporation, no lot shall be used for any purpose other than for single family 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.

1.2 DESIGN STANDARDS No structure shall be erected, altered, placed or maintained on any lot unless it shall comply with both (a) the specific restrictions of the local county and municipal land use regulations, and (b) the following:

1.2.1 Each dwelling structure shall be of permanent construction and shall have not less than twelve hundred (1200) square feet of enclosed area devoted to living purposes.

1.2.2 The exteriors of all structures on a lot shall be constructed of new material.

1.2.3 Specific restrictions on height of structures, height of main floor, setbacks and sideyards as required by county, state and municipal land use regulations shall be

observed at all times, including but not limited to those of the Shoreline Management Program and Whatcom County Division of Building and Codes.

1.2.4 No trailer, mobile home, modular home, prefabricated home, basement, temporary structure, or outbuilding other than a garage shall be maintained on any lot for any purpose at any time.

1.2.5 No fence, wall or hedge shall exceed forty-eight (48) inches in height. Provided however that privacy screens not exceeding 72 inches may be erected within that area of a lot upon which it would be permissible to build a house or deck.

1.2.6 Exterior lighting shall be directed downward, shall be shielded and shall not produce offensive glare in any direction.

1.2.7 No radio, television or other antennas of any kind or nature, or device for the receipt or transmission of radio, microwave or other similar signals shall be placed or maintained upon any lot, except VHF and CB antennas.

1.2.8 No portion of any lot shall be used as a drying or hanging area for laundry of any kind. All such facilities shall be provided within the buildings to be constructed on each lot.

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1.3 PLAN APPROVAL Prior to the erection or placement of any structure, fence or privacy screen 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.

1.4 CONSTRUCTION AND COMPLETION REQUIREMENTS 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. The building site shall, by that time, be brought to an orderly and neat appearing condition with all debris removed and all ditches, etc., backfilled and graded.

2. LAND USE RESTRICTIONS

2.1 GARBAGE AND REFUSE 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.

2.2 ANIMALS No animals shall be kept or permitted on the real property in the plat except three (3) or fewer commonly accepted household pets. No pet will be allowed to run free away from its owner's lot, or unreasonably interfere with the use and

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enjoyment of any lot. No animals shall be kept, bred or raised on any lot for commercial purposes.

2.3 TRADE OR BUSINESS 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.

2.4 NUISANCE 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 PLATS.

2.5 SIGNS No sign of any kind shall be permitted except:

2.5.1 Street numbers and name of the residents.

2.5.2 Signs used by the developer in connection with the development and sale of lots for a period of 18 months following the recording of these Amended and Restated Covenants, Restrictions and Easements.

2.5.3 Signs required by legal proceedings.

2.5.4 Traffic control signs.

2.5.5 One "For Sale" or "For Rent" sign which complies with the sign regulations of Sandy Point Improvement Company.

2.6 GOVERNMENT REGULATIONS All Whatcom County governmental regulations which are applicable to and regulate the use of real property outside of Indian Reservation boundaries shall be applicable to all the real property contained in the PLATS, including that which may be within the boundaries of the Lummi

Indian Reservation and the owners or users of such real property shall comply therewith.

2.7 NO OBSTRUCTIONS TO DRAINAGE No fence, improvement or other obstruction that would interrupt normal drainage of the land within any area in the PLATS, including the drainage ditches along Decatur Drive, shall be erected, constructed or maintained within the PLATS.

2.8 RENTAL OF LOTS An owner who leases or otherwise grants occupancy rights to a lot to any person shall be responsible for compliance by the occupant with the provisions of this RESTATED declaration of COVENANTS, RESTRICTIONS, and EASEMENTS and shall be jointly and severally responsible for any violations by the occupant.

3. SANDY POINT IMPROVEMENT COMPANY

3.1 CLASS A STOCK Sandy Point Improvement Company, a Washington Corporation, was formed for the purposes of providing services and recreational facilities to the owners of property in the PLATS and other property in proximity thereto.

With each lot purchased from Sandy Point Heights Co., the purchaser, including contract vendees, shall receive one share of Class A stock of such corporation. That stock shall be subject to the restrictions and provisions of the corporation's Articles of Incorporation, By Laws, rules and regulations as they may be amended from time to time.

Such share of stock shall be appurtenant to the title of the

lot, shall be transferable only as a part of the transfer of the title to the lot, and, in the event of any judicial sale of the lot, shall pass with the lot title.

Each shareholder shall be entitled to the benefits and privileges incident to stock ownership subject to the payment of such dues and user fees as may now or hereafter be established by the Sandy Point Improvement Company. The rules, regulations and charges shall apply equally to all shareholders who are owners of property in the PLATS.

3.2 PLAN SUBMITTAL All plans and specifications submitted to Sandy Point Improvement Company as required by section 1.3 above shall be submitted in writing and shall contain the name and address of the person submitting same and the description of the property to which they relate. Said plans and specifications 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 exterior finish materials, and such other information as may be required to determine whether such structure conforms to these restrictions.

Plans and specifications shall be submitted by mail to the secretary of Sandy Point Improvement Company. If such plans and specifications, in its opinion, do not conform to these restrictions or the esthetic standards, the corporation shall notify the person submitting them, by mail, within thirty (30) days after

receipt of the proposal. In the event notice of disapproval is not mailed 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 Sandy Point Improvement Company may designate such person or persons as it deems advisable to act on its behalf to evaluate plans and specifications for approval or disapproval.

3.3 NOTICE OF WATER SYSTEM CONNECTION AND CONTINUATION CHARGES Notice is hereby given that all properties within the subdivisions described in Recital A above receive water service from the Sandy Point Improvement Company, and service may be denied any lot if a statement for prior water or connection charge is unpaid.

Prior to transfer of ownership, inquiries should be made of the Sandy Point Improvement Company concerning charges which must be paid or conditions which must be met before water service will be started or continued.

Failure to inquire of Sandy Point Improvement Company concerning such charges or conditions and failure to satisfy same prior to transfer of ownership may result in the transferee being responsible for any such charges prior to receiving water service.

3.3. ANNUAL CHARGES 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 PLATS, their heirs, successors and assigns, shall, and by the act of accepting a deed or entering into a contract of sale as vendee, do jointly and severally agree that they and each of them shall pay to the Sandy Point Improvement Company the charges assessed pursuant to its Articles, By-Laws and rules and regulations 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 per cent (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.

4. EASEMENTS

4.1 EASEMENTS

4.1.1 The undersigned hereby reserve and create for the benefit of the utilities supplying services to the

owners and contract vendees of the lots in the PLATS described in RECITAL A above, an easement upon, across, over and under a strip of land five (5) feet in width adjacent to the roads abutting each lot for the purpose of constructing, replacing, repairing, maintaining and operating all utilities (whether public or private), including but not limited to water, sewer, gas, telephone, electricity, cable (including without limitation television cable), and communication lines and systems.

4.1.2 To establish a walking path along the beach, the undersigned hereby reserve and create for the benefit of the owners of record and contract vendees of the lots in the PLATS described in RECITAL A above, an easement upon, across and over a strip of land six (6) feet in width adjacent to the waterside lot lines of lots 13, 14, 15, and the waterside lot lines of short plat lots 1, 2, 3 and 4 for the exclusive use of the owners of the lots in both Sandy Point Arm Short Plat and Sandy Point Arm except Sandy Point Improvement Company, the owner of lot 12. Said easement shall be used only for walking purposes.

5. MISCELLANEOUS

5.1 The covenants, restrictions, easements, and rights created herein shall be covenants running with the land and shall be binding upon the real property described in the PLATS referred to in RECITAL A above, and the parties in interest thereto, and

their heirs, assigns, personal representatives and successors in interest. The acceptance of 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.

5.2 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.

5.3 The parties in interest in and to any part of the real property included in the PLATS 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. 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.

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5.4 The provisions hereof may be amended, altered or terminated in whole or part by written instrument signed by the owners of record of 12 of the 18 lots in the two PLATS described in RECITAL A above. For the purposes of this paragraph the word "owner" shall mean any person, firm, or corporation of record as holding the 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.

5.5 Section and subsection titles or captions contained herein are inserted only as a matter of convenience and for reference and in no way define, limit, extend or describe the scope of this instrument or the intent of any of the provisions hereof.

5.6 Unless some other meaning and intent is apparent from the context, the plural shall include the singular and vice versa, the masculine, feminine and neuter words shall be used interchangeably.

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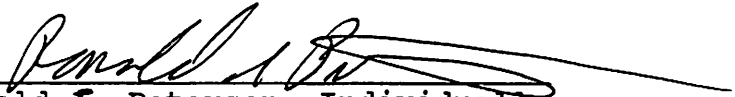
DATED this 14th day of August, 1990.

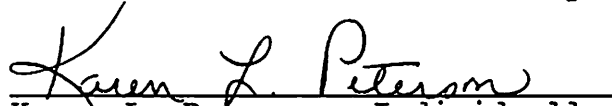
SANDY POINT HEIGHTS CO.

By: 

John D. Cadigan, as President
of Rio Petrol Inc., the
General Partner in Sandy Point
Heights Co., a Limited
Partnership

THE PETERSONS


Ronald S. Peterson, Individually
and in behalf of his Community


Karen L. Peterson, Individually
and in behalf of her Community

SANDY POINT IMPROVEMENT COMPANY

By: 

STATE OF WASHINGTON)
COUNTY OF Snohomish) ss:

On this 14th day of August 1990 before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared JOHN CADIGAN, to me known to be the President of Rio Petrol, Inc., General Partner in Sandy Point Heights Co., the Limited Partnership 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 was authorized to execute the said instrument and that the seal affixed is the corporate seal of said corporation.

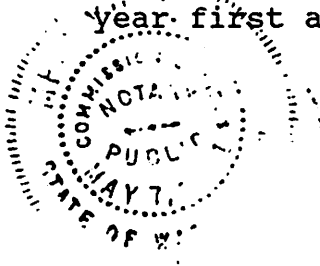
WITNESS my hand and official seal hereto affixed the day and year first above written.

Susan J. Hoover
NOTARY PUBLIC in and for the
State of Washington, residing
at Lynnwood
commission expires 2/28/92

STATE OF WASHINGTON)
COUNTY OF Whatcom) ss:

On this 14th day of August 1990, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared ~~Ronald J. Peterson~~ and Karen L. Peterson, husband and wife, to me known to be the individuals described in and who executed the foregoing instrument, and acknowledged to me that they signed and sealed the said instrument as their 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 first above written.



Marjorie B. Mark
NOTARY PUBLIC in and for the
State of Washington, residing
at Bellingham. My
commission expires May 7, 1991

STATE OF WASHINGTON)
) ss:
COUNTY OF _____)

On this _____ day of _____ before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared JOHN CADIGAN, to me known to be the President of Rio Petrol, Inc., General Partner in Sandy Point Heights Co., the Limited Partnership 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 was authorized to execute the said instrument and that the seal affixed is the corporate seal of said corporation.

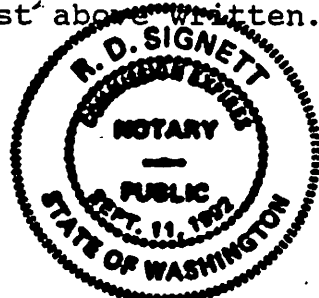
WITNESS my hand and official seal hereto affixed the day and year first above written.

NOTARY PUBLIC in and for the
State of Washington, residing
at _____ My
commission expires _____.

STATE OF WASHINGTON)
) ss:
COUNTY OF _____)

On this 14 day of August 1990, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Ronald S. Peterson and Karen L. Peterson, husband and wife, to me known to be the individuals described in and who executed the foregoing instrument, and acknowledged to me that ^{he} they signed and sealed the said instrument as ^{his} their 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 first above written.



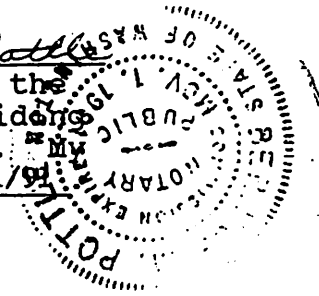
R. D. Signett
NOTARY PUBLIC in and for the
State of Washington, residing
at Ferndale My
commission expires 9-11-92.

STATE OF WASHINGTON)
) ss:
COUNTY OF Whatcom)

On this 14th day of August, 1990 before me, 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 was 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.

Bernice M. Pottle
NOTARY PUBLIC in and for the
State of Washington, residing
at Ferndale
commission expires 11/1/91



S H O R T
P L A T

WHATCOM COUNTY
BELLINGHAM, WA
08/16/98 12:56 PM
REQUEST OF: SANDY POI
Shirley Forslof, AUDITOR
BY: MRT, DEPUTY
\$38.00 SPLAT
Vol: 21 Page: 89
File No: 988816870

NAME OF SHORT PLAT

Sandy Point Arm Adj L 13-15-

DECLARANTS:

Sandy Point Heights

Ris Petrol Inc

SECTION

10

TOWNSHIP

38

RANGE

1E

S H O R T
P L A T

WHATCOM COUNTY
BELLINGHAM, WA
08/16/90 12:58 PM
REQUEST OF: SANDY POI
Shirley Forslof, AUDITOR
BY: MRT, DEPUTY
\$38.00 SPLAT

Vol: 21 Page: 90
File No: 900816071

NAME OF SHORT PLAT Sandy Point Arm S/Plat

DECLARANTS:

Sandy Point Heights Co
Big Petrol Inc

SECTION 10 TOWNSHIP 38 RANGE 1E