1063183

DECLARATION OF RESTRICTIONS, EASEMENTS AND RESERVATIONS

SUNDAY HARBOR

THE UNDERSIGNED are owners of the real property situated in Whatcom County, Washington, included in the plat of Sunday Harbor as recorded in such county. They desire to provide for a plan of development of such real property as a part of an entire subdivision and for that purpose do hereby declare and establish the following restrictions, easements, and reservations appurtenant:

I. Building Restrictions:

1) Except for portions of the real property as may be used for recreational purposes or common service facilities, no lot in the plat of Sunday Harbor 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, except mobile home for residential purposes may be maintained on Lots 26 through 82 and Lots 96 through 100.

(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 Sunday Harbor Community Council

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 Sunday Harbor Community Council, as hereafter provided, and such structure shall conform to such plans and specifications. Septic tank drainfield on Lots 1 through 40 shall be located in the front 75 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 Lots 26 through 82 and Lots 96 through 100 may maintain a mobile home for residential purposes.

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

VOL 101 PAGE 648

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.

III. Sunday Harbor Community Council

1) An elected group of lot owners to be known as "SUNDAY HARBOR COMMUNITY COUNCIL", herein called "Council", shall have the responsibility of developing community areas and facilities and shall establish the amount to be paid by each lot owner as set forth in Paragraph III(3), shall meet at least once each year in the month of January and shall have full and complete power and authority as pertains to the development, maintenance, collections, policies, rules and regulations of community areas and facilities. The Council shall be composed of seven lot owners, elected by means of two votes for each lot, for a two-year term. The initial Council shall be appointed by Sunday Harbor Limited, a Washington corporation, and shall establish rules for their own governing and set the date for the annual election.

VOL 101 PAGE 649

2) All plans and specifications required to be submitted to Council shall be in writing, shall contain the names and addresses of the persons 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 Council 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 Council. Within thirty (30) days after receipt thereof, the Council shall approve or disapprove such plans and specifications and may disapprove 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 Council 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 members of Council may designate such person or persons as it deems advisable to act on its behalf to give such approval or disapproval.

VOL 101 PAGE 650

3) In order to provide for maintenance and improvement of the various properties and facilities of Council, each grantee and vendee of a lot in the plat, their heirs, successors and assigns, shall and do by the act of accepting a deed or entering into a contract of sale as vendee, jointly and severally agree that they and each of them shall pay to Council the charges assessed by vote of two-thirds of the members of Council against each individual lot. In the event that such charges remain unpaid to Council for sixty (60) days after the due date, then Council may record a written notice with the auditor of Whatcom County, Washington, that it claims a lien against the lot of the owner who is so delinquent for the amount of such charges, interest at the rate of ten percent (10%) per annum from the due date until paid and attorneys fees incurred incident thereto. From and after recording such notice, such lot shall be subject to a lien to the Council 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 Council shall recover a reasonable sum as attorneys fees therein and the reasonable and necessary costs of searching and abstracting the public records. Until changed by vote of two-thirds of the members of Council, the charge therein referred to shall be Ten Dollars ($10) per annum payable on or before January 1 of each year in advance commencing January 1, 1970.

4) A community recreation area will be provided by owners, shall constitute facilities of Sunday Harbor Community Council and may be maintained and improved by Council for benefit of various properties in the plat.

VOL 101 PAGE 651

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.

VOL 101 PAGE 652

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 Council 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 Council, the prevailing party in any action to enforce the provisions hereof shall recover a reasonable sum as attorneys fees therein together with the reasonable cost of searching and abstracting the public record.

4) The provisions hereof may be amended, altered or terminated in whole or part by written instrument signed by owners of sixty per cent (60%) of 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 8th day of July, 1969.

S. B. Hrutfiord
S.B. Hrutfiord

Astbjorg Hrutfiord
Astbjorg Hrutfiord

SUNDAY HARBOR LIMITED

By _____

By _____

STATE OF WASHINGTON)
) ss.
COUNTY OF WHATCOM)

On this 8th day of July, 1969, before me appeared S. B. Hrutfiord and Astbjorg Hrutfiord, his wife, to me known to be the individuals described in and who executed the foregoing instrument and severally acknowledged that they executed the same as their free act and deed.

Notary Public in and for the State of Washington residing at Bellingham

STATE OF WASHINGTON)
) ss.
COUNTY OF WHATCOM)

On this 8th day of July, 1969, before me appeared Robert R. Walker and H. E. Isenhart, both to me personally known, who, being by me duly sworn, did say that they are respectively President and Secretary of SUNDAY HARBOR LIMITED, the corporation named in the foregoing instrument, and that the seal affixed to said instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and said Robert R. Walker and H. E. Isenhart severally acknowledge said instrument to be the free act and deed of said corporation.

Notary Public in and for the State of Washington residing at Bellingham

RECEIVED FOR RECORD AT 11:50A M.
AT REQUEST OF David J. Isenhart
WELLA HANSEN, CO. AUDITOR WHATCOM CO. WASH

BOOK 101 PAGE 554

1189935

1189935

AMENDMENT TO DECLARATIONS OF
RESTRICTIONS, EASEMENTS AND RESERVATIONS
OF THE PLAT OF SUNDAY HARBOR

Written instruments approving the following amendment having been duly executed by the required number of lot owners in accordance with the Declaration of Restrictions, Easements and Reservations of the Plat of Sunday Harbor, that same Declaration is amended by the addition of Sub-Paragraph 5), Paragraph I, Building Restrictions, as follows:

06941

5) Mobile homes may be maintained on Lots 1 through 25, 83 through 95 and 101 through 113 providing:

A. The minumum width is 24 feet.

B. There is not less than 600 square feet of enclosed area devoted to living purposes.

C. The exterior finish is constructed of new material as in 2B.

D. The below floor-level exterior walls are finished to compliment with the upper exterior walls.

E. Installation is according to county regulations.

DATED this 29th day of May, 1975

ATTEST:

E. E. Woods, President

A. EWART, Secretary

Skagit, Rec'd JUN 5 2 25 PM '75 Vol 255 Page 638

VOL 255 PAGE 638