



Camano Country Club

1243 S. Beach Dr. Camano Isl. WA 98282

Covenants

93005063

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AMENDMENT OF RESTRICTIVE AND PROTECTIVE COVENANTS CONTAINED IN INSTRUMENTS RECORDED IN THE RECORDS OF THE AUDITOR OF ISLAND COUNTY, WASHINGTON, AFFECTING SPECIFIED PLATS OF CAMANO COUNTRY CLUB ADDITIONS.

The owners of a majority of the building sites having completed dwellings (as of December 31, 1985) upon said building sites located within any and all Camano Country Club Additions herein documented and certified by the Board of Trustees of the Camano Country Club desire to supplement and amend the Building and Use Restrictions pursuant to the authority granted to them under the original documents, do hereby provide and declare that all Lots and Blocks within said Additions, in perpetuity, be owned, held, used, occupied and developed subject to the following set of Protective Covenants, which they do hereby provide and impose as hereinafter set forth.

PURPOSE

The purpose of the limitations, restrictions and uses herein established and set forth shall be to protect and enhance the health, welfare, enjoyment, environmental and property values of and for all property owners within the Camano Country Club premises and to instill a "Pride of Ownership" among the property owners and residents of said community.

These reprinted pages of the "RESTRICTIVE AND PROTECTIVE COVENANTS FOR SPECIFIED CAMANO COUNTRY CLUB ADDITIONS" herein, in perpetuity, are reprinted from the original document in its entirety, and of which these original pages were duly recorded in the Auditor's office of Island County, state of Washington on December 27, 1985, as Auditor's File No. 85014216 and filed in Volume 540, Pages 2639 through 2644. This reprint has been made for clarity of print size which allows for easier readability by any and all persons referring to or using this document affecting the specified plats of the Camano Country Club Additions.

CERTIFICATION

The Board of Trustees of the Camano Country Club verifies and hereby certifies that this reprint of the aforementioned original document, in its entirety, is reprinted for clarity of type only and is not changed from the original document, and is a true, reprinted copy consisting of eight (8) pages, which copy is attached hereto and is a part of this certification, and as of this date herein recorded, covers:

Additions: 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 24 and 25.

Charles Holloway
President, Board of Trustees

Date: 3-22-93

FILED RECORDED

VOL 643

Camano Country Club
MAR 23 1 43 PM '93

STATE OF WASHINGTON }
COUNTY OF ISLAND } SS.

On this day personally appeared before me, CHARLES HOLLOWAY, to me known to be the President of the corporation that executed the within and foregoing instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned.

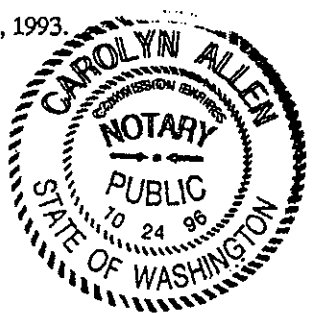
GIVEN under my hand and official seal this 22nd day of MARCH, 1993.

Notary Public in and for the State of Washington.

Residing at CAMANO ISLAND, WA.

My commission expires 10-24-96

Camano Country Club, 1243 S. Beach Dr., Camano Island, Wa. 98292



1243 S. Beach Dr.
24. 98292

**RESTRICTIVE & PROTECTIVE COVENANTS
FOR SPECIFIED CAMANO COUNTRY CLUB ADDITIONS**

SECTION I

RESTRICTIONS ON THE USE OF PROPERTY BY OCCUPANTS AND OWNERS

- 1.1 No building site shall be used except for single family residential purposes, no building site shall be used for business or commercial purposes and no building shall be erected, altered, placed or permitted to remain on any building site other than one detached single family dwelling, except that two "accessory buildings" may be erected, altered, placed and permitted to remain on such building site, if used as an accessory to such dwelling. Rental for residential purposes of a dwelling coming within the terms hereof shall not constitute a business or commercial purpose.
- 1.2 A building site is defined as a platted lot; or any area within the scope of these covenants having a sufficient area to qualify for a building permit as defined for the Residential Zone in the Island County Zoning Ordinance. No dwelling or accessory building may be erected, altered, placed or permitted to remain on an area that does not comprise a building site as above defined.
- 1.3 Pernicious, illegal or offensive use of land or buildings shall not be permitted or carried on upon any building site which is or becomes an annoyance or a nuisance to the neighborhood. No goods, equipment, trucks, vehicles or other paraphernalia shall be kept or stored in the open on any building site in such quantity or in such a manner so that the same is unsightly or objectionable to the owners of other building sites.
- 1.4 No mobile housing unit shall be allowed to be placed on a building site for use as a temporary or permanent residence except that permanently installed mobile housing units are permitted in Addition No. 23.
- 1.5 No house trailer or any other type of unit may be placed or permitted to remain on any building site on which a permanent dwelling does not exist, except that if a current Island County Building Permit has been obtained for the construction of a permanent dwelling on said building site, a house trailer may be placed on the building site and occupied for a period not to exceed twelve (12) calendar months as a residence during the period of construction of the permanent dwelling. Said trailer must be connected to an approved septic, water and electric utility system before occupancy commences. Occupancy of said house trailer shall cease after twelve (12) months from the date that the trailer was initially placed on said site.
- 1.6 No type of accessory building or unit shall be allowed to be placed, erected or permitted to remain on any building site on which a permanent dwelling does not exist, except that an accessory building may be erected on a vacant lot if said lot is owned by the owner of an adjacent lot on which a permanent dwelling exists. The structure must be of good design and construction, so as not to distract from the neighboring properties. Such an accessory building shall be removed from the lot if the lot ownership is transferred to another party unless the new owner shows evidence of intention to begin construction of a permanent dwelling within six (6) months of purchase of said lot.

SECTION II

BUILDING RESTRICTION

Construction on any building site shall be subject to all current local, state and federal building codes, ordinances and regulations and, by this reference, said codes, ordinance and regulations are made a part of these restrictions insofar as they are not less restrictive than the terms hereof.

- 2.1 CONSTRUCTION APPROVAL: No dwelling or accessory building shall be erected, placed or altered on any building site until an "Intent to Build" notification form has been submitted to the Board (as defined in 6.2) and said construction has been approved in writing by the Board. Failure of the Board to respond within thirty (30) days of receipt of said notification shall be considered an approval for construction. Standard notification forms are available from the Camano Country Club. The Board shall maintain a file of written records of its actions.
- 2.2 SIZE: A single family dwelling must have a minimum of 700 square feet on the main living floor excluding the attached garage or carport, porches, decks, patios and passageways, except that a minimum of 550 square feet for a mobile home is permitted in Addition No. 23.
- 2.3 HEIGHT:
- a. ADDITIONS 1 THROUGH 14: No dwelling shall exceed 1-1/2 stories in height on any lot or building site located in these additions (Refer to 6.14).
 - b. ADDITIONS 15 THROUGH 25: No dwelling shall exceed fourteen (14) feet in height above the highest natural point on any lot or building site in these additions.
 - c. No accessory building shall exceed fourteen (14) feet in height above the finished grade on any lot or building site.
 - d. Dwellings and/or accessory buildings that were constructed prior to January 1, 1986, which exceed the above height restrictions are exempt from these restrictions except that any structural revision, addition or replacement shall be subject to these height restrictions.
- 2.4 SETBACK: All setbacks shall conform to the requirements as defined for the Residential Zone in the Island County Zoning Ordinance; except that the minimum setback to a rear property line shall be fifteen (15) feet and that no building roof shall extend closer than three (3) feet to any side property line; and that the minimum setback from any public street or roadway shall be twenty (20) feet.
- 2.5 CONSTRUCTION TIME: The exterior finish and appearance of any dwelling must be completed within twelve (12) calendar months from the time that the initial building permit is issued.
- 2.6 OCCUPANCY: No dwelling shall be occupied until it has been connected to an approved water, utility and septic or sewer system or before the dwelling interior is substantially complete.
- 2.7 PERMANENT ACCESSORY BUILDINGS: This category of structure shall be limited to two on any one building site. They may not be utilized as a living facility. The structure shall meet all the above building restrictions except that it shall not exceed the square foot size of the residence. The exterior finish and appearance of the building must be completed within six (6) calendar months from the time that the construction of the accessory building is approved. If the accessory building is to be built before the dwelling is constructed, then the construction of an approved dwelling must commence within six (6) months after the accessory building construction is approved.
- 2.8 VARIANCE: Requests for variance from any building restriction shall be submitted to the Board with an "Intent to Build" notification. No building construction shall vary from these building restrictions without receipt of written approval of the Board.
- 2.9 MOBILE HOMES (Addition No. 23 only): A "mobile home" shall come within the meaning of "dwelling" where used herein, subject to the following restrictions:
- a. Said "mobile home" shall not be more than 3 years old when placed on the premises.
 - b. Said "mobile home" shall contain not less than 550 square feet.

- c. Said "mobile home" shall be placed on a permanent cement or cement block foundation.
- d. Said "mobile home" shall have continuous skirting between bottom of "mobile home" and the ground.
- e. Said "mobile home" shall conform to all ordinances and regulations of Island County.

SECTION III

BUILDING SITE MAINTENANCE, SANITATION, SAFETY, ETC.

- 3.1 IMPROVED LOT MAINTENANCE: Each owner of a building site, upon which a dwelling has been constructed, shall keep the building site in a neat, clean and orderly condition.
- 3.2 VACANT LOT MAINTENANCE: All vacant lots shall be maintained in a manner that prohibits tree and/or brush growth from adversely affecting neighboring building sites, including but not limited to right-to-view and solar light, fire safety and insect control. A minimum of a ten (10) foot wide buffer strip shall be maintained in a cleared condition along property lines of adjoining building sites on which a dwelling exists.
- 3.3 INSECT CONTROL: Each and every building site owner shall take appropriate and timely action to control and/or eradicate any potentially destructive insect infestation, such as, but not limited to tent caterpillars, that may occur on said building sites.
- 3.4 TREE MAINTENANCE: The care and maintenance of trees on any building site is the responsibility of the legal owner. The preservation of water and/or territorial views is paramount. Single trees that objectionably restrict views and/or solar light from neighboring properties shall be maintained to a maximum of twenty feet (above the highest natural elevation of the lot on which the trees are located). Offending trees growing in a closed canopy or group condition shall not exceed fourteen feet above the highest natural elevation of the lot on which the trees are located. Exemption from this restriction may be obtained if satisfactory views and solar light can be maintained by trimming and/or limbing rather than by topping or removal; except that all offending hardwood trees on vacant lots shall be felled and the material disposed of by removal and/or burning. This requirement applies to any and all trees that have originated naturally or by planting since the original recording date of the plat for the applicable Addition. (Refer to Paragraph 6.13, Section VI). Trees should not be planted or maintained on locations where their root systems may penetrate and adversely affect septic tank drainfields or other underground utilities. Trees and shrubs should not block vehicular visibility at street intersections.
- 3.5 NOXIOUS VEGETATION CONTROL: The control and/or eradication of noxious vegetation, such as, but not limited to thistle, fireweed, scotch broom, nettles and blackberry vines, shall be required on all building sites or lots where they pose an encroachment problem to neighboring properties.
- 3.6 GARBAGE & REFUSE: Approved closed containers shall be used for the temporary storage of garbage, refuse and waste materials. Containers shall be stored in areas away from general visibility. All garbage and refuse shall be disposed of at County approved dump sites. Dumping of any material, vegetative or otherwise into or along streams, beaches and the lagoon is not allowed.
- 3.7 OUTSIDE BURNING: All burning will be done in accordance with County and/or State codes and restrictions. One burning barrel or incinerator, in good repair and located at least 10 feet from any structure or combustible material, shall be allowed per residence.
- 3.8 ANIMALS: The owner of any building site shall comply with all local laws and ordinances governing pets and animals. Commercial breeding or kennels shall not be permitted. It shall be the responsibility of all owners to control their pets so that they are not a nuisance to the neighborhood. No other animals or poultry shall be kept, raised, bred or permitted on any building site.

- 3.9 FUEL STORAGE: All flammable and explosive fuels or materials shall be stored in the manner, location and quantity approved by the County and/or State Fire & Safety Codes. Any storage containers larger than six (6) gallon capacity shall be installed below ground. Firewood shall be neatly piled with minimal exposure to general view.
- 3.10 FENCES, SIGNS: All fences, walls or hedges erected or planted on the premises shall be maintained in good order. No signs shall be posted on any lot, except one standard "Real Estate For Sale" sign.
- 3.11 EASEMENTS AND RIGHT-OF-WAYS: Building site maintenance requirements include the unpaved portions of public road right-of-ways adjacent to said building sites and all unimproved easements and/or right-of-ways over, under or through said building sites. The strip of ground located between any property line and the paved surface of a public street shall be kept free of all tree and brush growth. Trees located inside any property line and growing into overhead power or telephone lines shall be trimmed or removed.

SECTION IV

SPECIAL REQUIREMENTS AND EASEMENTS AND/OR RIGHT-OF-WAY RESTRICTIONS

- 4.1 CAMANO COUNTRY CLUB: Property ownership within the Club area requires the membership of its legal owner in the Camano Country Club (Beach). The legal owner of each and every building site or lot is therefore obligated to pay the annual dues as set forth by the Camano Country Club Board and to pay any assessments approved by the general membership of the association. Clubhouse membership is optional.
- 4.2 CAMANO WATER ASSOCIATION: Property ownership within the Club area requires the membership of its legal owner in the Camano Water Association. The legal owner of each and every building site or lot is therefore obligated to pay the water rights, hook-up and supply charges as set forth by the Camano Water Association Board.
- 4.3 TIDELANDS & LAGOON: An easement and right-of-way is hereby reserved for members of Camano Country Club having Club beach privileges, and for their guests, under such rules and regulations as Camano Country Club is authorized to provide and amend, to pass and repass over and across the tidelands, in front of or included within the following Blocks and/or Additions. Said Club members and guests are authorized to use the lagoon.

Addition 1	Block 3	Lagoon
Addition 1	Block 4	Beach & Lagoon
Addition 2	Block 2	Lagoon
Addition 2	Block 3	Lagoon
Addition 2	Block 4	Beach
Addition 3	Block 2	Lagoon
Addition 4	*Block 4	* Beach
Addition 7	*Block 8	Beach
Addition 10	Block 14	Beach
Addition 11	Block 15	Beach
Addition 12	Block 16	Beach
Addition 14	Block 19	Lagoon

These tidelands are defined to be the area over which the tide ebbs and flows. The Camano Country Club is hereby authorized and empowered and is hereby given the exclusive right and authority to provide, add to, amend and alter rules and regulations which shall define, limit and fix the right and manner of use of the lagoon including the right to dredge or otherwise improve said lagoon below the line of ordinary high tide or the bulkhead line, if different.

(* *Italics is a correction to reflect the original agreement of May 1994.*)

- 4.4 GUY WIRES & POLES: An easement is hereby reserved upon any building site, lot or lots affected by this Declaration for guy wires and guy poles where deemed necessary by any affected utility, including an easement for the installation, repair, operation and replacement thereof by such utility.
- 4.5 DRAINAGE FACILITIES, ETC.: An easement is hereby reserved for the installation of drainage facilities and other utilities and the operation, repair and replacement of all thereof, under, over and across a right-of-way five (5) feet on each side of the common boundary of the below listed lots.

Addition 4	Block 3	Lots 29 & 30
Addition 5	Block 5	Lots 22 & 23
Addition 6	Block 6	Lots 11 & 12
Addition 13	Block 17	Lots 15 & 16
Addition 13	Block 18	Lots 13 & 14
Addition 15	Block 21	Lots 8 & 9
Addition 15	Block 22	Lots 1 & 2

- 4.6 WATER PIPELINES: An easement and right-of-way is hereby reserved for the installation, operation, repair and replacement of water pipelines over, under and across the following properties:

Addition 5:	Westerly 5 feet of the premises.
Addition 6:	Westerly 5 feet of Lots 1, 2, 3, and 4 of Block 6.
Addition 8:	Southwesterly 10 feet of Lot 1 of Block 10; Southwesterly 5 feet of Block 11.
Addition 16:	Westerly 5 feet of Block 25; Easterly 5 feet of Block 24.
Addition 18:	Westerly 5 feet of Blocks 29 & 30; Westerly 5 feet of Lots 1-17 of Block 27; Westerly 5 feet of Lots 1-6 of Block 28; Easterly 5 feet of Lots 7-12 of Block 28; Easterly 5 feet of Lots 18-34 of Block 27.

- 4.7 EASEMENTS AND RIGHT-OF-WAYS NOT EXCLUSIVE: The easements and right-of-ways described in this document are those contained in the original Camano Country Club Building and Use Restrictions. Other easements and right-of-ways may exist in Individual Lot Titles.

SECTION V

ADMINISTRATION, CONTROL & ENFORCEMENT

- 5.1 DURATION: These Covenants and Restrictions shall run with the land and shall be binding upon all persons, firms and corporations obtaining title to or in any manner occupying the premises or any portion thereof from the date hereof until December 1, 2005, at which time said covenants shall be automatically extended for successive periods of ten (10) years, unless a majority of the owners of building sites located within the Club area having completed dwellings upon the premises, have recorded an instrument in the Records of Island County reflecting any changes to these covenants, in whole or in part, as provided for in Paragraph 5.2 below.

- 5.2 MODIFICATIONS: The provisions herein contained in Sections I, II, III, and V may be amended and/or supplemented but not relaxed or revoked at any time by a majority of the owners of building sites located within the Club area affected by this Declaration, having completed dwellings upon the premises as evidenced by an instrument in writing filed for record in the office of the Auditor of Island County.

The provisions herein contained in Section IV, may not be amended, supplemented or revoked.

- 5.3 ENFORCEMENT: These covenants and restrictions may be enforced by any lot or building site owner, or, in proper cases, by the Camano Country Club, by proceedings at law or in equity against any person, firm or corporation violating or attempting to violate these covenants and restrictions, or any person thereof, either to recover damages or to restrain violation or to enjoin the use of a structure or structures, in such form and under penalties as judgment, order or decree of a court shall provide.

Failure of any owner or the Club to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so hereunder.

- 5.4 SEVERABILITY: Invalidation of any one of these covenants or restrictions by Judgment or Court Decree shall in no way affect any other provisions which shall remain in full force and effect.

- 5.5 INTERPRETATION OF COVENANTS: The Board shall have the right to determine all questions arising in connection with these Covenants and to construe and interpret the provisions of the Covenants, and its good faith determination, construction or interpretation shall be final and binding.

- 5.6 COVENANTS CONTROL COMMITTEE: The Board shall appoint a Covenants Control Committee of three to five persons, one of which need not be a property owner within the Club area. Said committee members shall serve one (1) year terms and may be reappointed by the Board.

The Committee shall monitor, investigate and review any apparent violation of the provisions in these Covenants. The Committee shall be responsible for the notification procedure and maintenance of applicable files. The Committee shall make recommendations to the Board when the Board's right to enforcement is required to be implemented.

The Committee shall review all "Intent to Build" notifications, and recommend approval or disapproval to the Board. In the event that professional services are required, the building site owner may be assessed a service fee. The Committee shall maintain a file of all notifications and applicable actions.

The Board shall approve an annual budget allowance for use by the Committee and authorize their authority to expend said budgeted allowance for applicable expenses and fees not to exceed a maximum single expenditure of ten percent (10%) of the total budget allowance without Board approval.

- 5.7 NOTIFICATION OF VIOLATION: Upon the receipt of a concise complaint by any property owner within the Club area the Committee shall send a "Notification of Violation", via certified mail, to the owner of the non-compliant property, stating that compliance be achieved within a period of time that is reasonable, considering all factors involved.

If there is no response to the first notification, or there is a lack of adequate action within the specified time, the Committee shall send a second notification, via certified mail, including a request of return notification.

If there is no response to the second notification, or there is a lack of adequate action to comply within the specified time, the Committee shall recommend to the Board that a non-compliance assessment be imposed on the non-complying property.

- 5.8 **NON-COMPLIANCE:** The Board may impose an annual assessment on any property not complying to the provisions of these Covenants. Said assessment shall be determined by the Board in relation to the severity of the violation plus incurred costs. An assessment may be imposed at any time after ninety (90) days following adequate notification of a violation and if adequate corrective action is not taken by the owner of the property on which the violation occurred. Any portion of said assessment not paid after ninety (90) days from the date on which the assessment was imposed shall become delinquent and shall bear interest at the rate determined by the Board from the due date. The Treasurer of the Club shall file in the office of the Auditor of Island County, within ninety (90) days after such delinquency, a statement of the amount of the delinquent assessments, together with interest, and such statement shall constitute a lien upon the property. Upon payment in full thereof, the Board shall execute and file a proper Release of such lien. This provision also applies to non-payment of annual Club dues.

SECTION VI

DEFINITIONS OF TERMINOLOGY

The following words and phrases when used in this Declaration or any supplemental declaration, unless the context shall prohibit, shall have the following meanings:

- 6.1 "CLUB" shall mean the Camano Country Club, a Washington corporation.
- 6.2 "BOARD" shall mean the Board of Trustees of the Camano Country Club.
- 6.3 "COMMITTEE" shall mean the Covenants Control Committee.
- 6.4 "DECLARANT" shall mean the owners of a majority of the building sites having completed dwellings upon the premises at the time of recording of the original or amendment of this Declaration.
- 6.5 "DECLARATION" shall mean these Restrictive Covenants for the Camano Country Club.
- 6.6 "OWNER" shall mean the owner of record, whether one or more persons or entities, of fee simple title to any building site or dwelling situated within an applicable Addition of the Camano Country Club, but does not mean a mortgagee.
- 6.7 "ADDITION" shall mean the same as Divisions, and shall mean all property included in any plat which is subject to this Declaration or which is made subject to this Declaration by specific reference.
- 6.8 "EXEMPT PROPERTY" shall mean land and/or facilities which the Club owns and/or maintains.
- 6.9 "MOBILE HOME UNIT" shall mean any housing unit that may be moved onto a building site in one or more pre-fabricated portions and which does not meet the Island County building codes for conventional built-on-site homes.
- 6.10 "HOUSE TRAILER" shall mean any transportable unit designed to be used for either a temporary or permanent living unit or shelter.
- 6.11 "LOT" shall mean any platted lot within any applicable Camano Country Club Addition.
- 6.12 "BUILDING SITE" shall mean one or more contiguous lots combined to form a permanent single residential dwelling site.

- 6 . 13 "TREE AGE" shall mean the age of any tree determined by borings taken at 4-1/2 feet above the root collar.
- 6 . 14 "1-1/2 STORIES" shall mean that the cubic foot volume of space between the roof (maximum pitch of 1:1) and the ceiling of the main living level of any dwelling, limited to 1-1/2 stories in height, shall not exceed 50 percent of the cubic foot volume of said main living level based on an 8-foot ceiling height. Said main living level is defined as that level on which the living room, eating area and kitchen are located. Said main level shall not be more than 4 feet above grade for more than 50 percent of the total perimeter or more than 8 feet above grade at any point.
- 6 . 15 "HARDWOOD TREES" shall mean any naturally propagated broadleaf tree species, including, but not limited to alder, cottonwood, maple, birch, willow, madrona and wild cherry.

* * * * *

The original Agreement between the Camano Country Club and the Garrison Company was made and entered into on the 20th day of May, 1954.

On October 29, 1968, the Restrictions were continued, as "Covenants", regarding the platted areas and Additions of Camano Country Club, duly imposed, signed and recorded with the Island County Auditor, state of Washington.

An Amendment of these Building & Use Restrictions, in perpetuity, affecting the specified plats of the Camano Country Club Additions was signed by a majority of owners of building sites having completed dwellings and duly recorded in Island County as Auditor's File No. 85014216 in its Book of Records on December 27, 1985, in Vol. 54, Pages 2639 through 2644, For Additions: 1, 2, 3, 4, 5, 6, 7, 8, 10, 12, 13, 14, 16, 18, 19, 20, 21 & 22.

Additions: 24 and 17, respectively, were verified and certified to have been signed by the majority of owners of building sites having completed dwellings in these two Additions, to also have come under the Restrictive & Protective Covenants for Specified Camano Country Club Additions, and filed on October 13, 1988, as Auditor's File Nos. 88012963 and 88012964 respectively, recorded in Book 572, Pages 1919 and 1920 respectively, with the Auditor of Island County, Washington.

Addition: 9 was signed by a majority of owners of building sites having completed dwellings, certified and recorded on March 5, 1990, as Auditor's File No. 90003003, in Vol. 591, Page 926, Auditor of Island County, State of Washington.

Addition: 25 was signed by Laura J. Garrison, as sole owner of all platted but vacant lots in that addition and duly recorded on June 17, 1991 in Vol. 611, Page 678, as Auditor's File No. 91008978, Island County, State of Washington.

THEREFORE, Additions: 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 24, & 25, of the Camano Country Club Additions, have each, in perpetuity, been approved, and these Protective Covenants of the Camano Country Club Additions, have all been duly recorded in the Book of Records of Island County, State of Washington.

(Copies of these Certification pages may be obtained upon request at the office in the Clubhouse of the Camano Country Club, or from the Island County Courthouse.)

These eight (8) reprinted pages of the Restrictive and Protective Covenants are of the original document in its entirety, and of which original pages were duly recorded in the Auditor's Office of Island County, State of Washington, on December 27, 1985, in Volume 540, Pages 2639 through 2644, under Auditor's File No. 85014216. This reprint has been made for clarity of print size and for easier readability to all persons referring to or using this document. (Reprint Certification page is available upon request.)

CAMANO COUNTRY CLUB
Covenant Clarification Document

Dated: 04-08-2013

Revision #1 Dated: 07/10/2013

INTERPRETATION OF COVENANTS

Paragraph 5.5 The Board shall have the right to determine all questions arising in connection with these Covenants and to construe and interpret the provisions of the Covenants, and its good faith determination, construction or interpretation shall be final and binding.

In matters regarding enforcing the Camano Country Club Covenants (hereafter Covenants) it has become increasingly obvious that it is often difficult for property owners to easily comprehend the language of the various paragraphs of the Covenants and their interacting relationships. The purpose of this document is to make understanding and compliance with the Covenants easier for Camano Country Club Property Owners.

The most common issues are listed below:

ALL LOTS EQUALLY COVERED BY COVENANTS

Paragraph 1.3 Pernicious, illegal or offensive use of land or buildings shall not be permitted or carried on upon any building site which is or becomes an annoyance or a nuisance to the neighborhood.

***Clarification:** This paragraph clearly includes a "Building Site" as land or land with buildings. This distinction is critical with many "lot" owners who feel they are not responsible for maintaining their "lot" under the Covenants. All owners of "Building Sites" either with or without dwellings are equally responsible for maintaining their property to Covenant standards.*

VACANT LOT MAINTENANCE

Paragraph 3.2 All vacant lots shall be maintained in a manner that prohibits tree and/or brush growth from adversely affecting neighboring building sites, including but not limited to right-to-view and solar light, fire safety and insect control. A minimum of a ten (10) foot wide buffer strip shall be maintained in a cleared condition along property lines of adjoining building sites on which a dwelling exists.

Clarification: Some vacant lot owners feel they are only responsible for accommodating Paragraph 3.2 above. This is not true. Section III Paragraphs 3.3 through 3.11 also apply to . . . 3.2 "Vacant Lot Maintenance". The paragraph headings are; 3.3 Insect Control, 3.4 Tree Maintenance, 3.5 Noxious Vegetation Control, 3.6 Garbage and Refuse, 3.7 Outside Burning, 3.8 Animals, 3.9 Fuel Storage, 3.10 Fences & Signs, 3.11 Easements and Right-of Ways.

UNSIGHTLY CONDITIONS

Paragraph 3.4 The preservation of water and/or territorial views is paramount.

Paragraph 1.3 No goods, equipment, trucks, vehicles, or other paraphernalia shall be kept or stored in the open on any building site in such quantity or in such a manner that same is unsightly or objectionable to the owners of other building sites.

Paragraph 1.5 No house trailer or any type of unit may be placed or permitted to remain on any building site on which a permanent dwelling does not exist, except that if a current Island County Building Permit has been obtained for the construction of a permanent dwelling.

Clarification: Clearly, large house trailers, boats or other recreational vehicles are capable of impeding views. Such vehicles must be parked in a manner that does not impede the water or territorial views of adjacent lots during the construction. After the dwelling is complete no occupied or unoccupied trailers or recreational vehicles shall be parked or stored on any building site if it is parked in a manner that impedes the water or territorial view of any neighboring or adjacent lots/homes Section I.

SINGLE FAMILY RESIDENCES

Paragraph 1.1 No building site shall be used except for single family residential purposes, no building site shall be used for business or commercial purposes and no building shall be erected, altered, placed or permitted to remain on any building site other than one detached single family dwelling, except that two "accessory buildings" may be erected, altered, placed and permitted to remain on such building site, if used as an accessory to such dwelling. Rental for residential purposes of a dwelling coming within the terms hereof shall not constitute a business or commercial purpose.

Clarification: This paragraph defines that ALL buildings must be single family dwellings. A single family building may be rented in its entirety to a single family. It may not be rented partially. Example: An owner & their family may NOT live in the top part of a dwelling and rent the bottom part of the building to another party . . . that would make it a multiple family dwelling. A residence may only be rented in its entirety for a period of not less than 60 days. No Trailers or

Motorhomes may be rented out as living quarters while parked on a building site. However the owner is still responsible for Covenants compliance. It is also recognized that in current times many residents utilize the computer, online meetings, the telephone, etc. to work from home to some extent. Such actions are not considered a violation. In the event such business related activities or actions are found objectionable by neighbors due to increased foot or vehicular traffic, increased parking problems, debris, increased noise levels or other activities offensive to neighbors it will be considered a violation. Such violations will require corrective action on the parts of the offending party. Day cares, ~~adult-family homes~~, and for-profit foster care are legally considered to be commercial uses. Adult Family Homes are specifically excluded as they are protected by law and are residential in nature ...not commercial.

EASEMENTS AND RIGHT-OF WAYS

Paragraph 3.11 Building site maintenance requirements include the unpaved portions of public right-of-ways adjacent to said building sites and all unimproved easements and/or right-of-ways over, under or through said building sites. The strip of ground located between any property line and the paved surface of a public street shall be kept free of all tree and brush growth. Trees located inside any property line and growing into overhead power or telephone lines shall be trimmed or removed.

***Clarification:** There is a common misconception that property owners are not responsible for maintaining the easements and Right-of-Ways on their property. That is not true. . . . Many buildings sites have ditches and spaces between the property line and the paved surface of a public street. It is the property owners' responsibility to maintain those areas in the manner described in the Covenants including trimming any trees or shrubs and maintaining the general appearance of such areas.*

NON-COMPLIANCE

Paragraph 5.8 The Board of Trustees may impose an annual assessment on any property not complying to the provisions of these Covenants. Said assessment shall be determined by the Board in relation to the severity of the violation plus incurred costs. An assessment may be imposed at any time after ninety (90) days following adequate notification of a violation and if adequate corrective action is not taken by the owner of the property on which the violation occurred. Any portion of said assessment not paid after ninety (90) days from the date on which the assessment was imposed shall become delinquent and shall bear interest at the rate determined by the Board from the due date. The Treasurer of the Club shall file in the office of the Auditor of Island County, within ninety (90) days after such delinquency, a statement of the amount of the delinquent assessments, together with interest, and such statement shall constitute a lien upon the property. Upon payment in full thereof, the Board shall execute and file a proper Release of such lien. This provision also applies to non-payment of annual Club dues.

Clarification: *The Board clearly has the authority to impose annual assessments for non-compliance. In addition, the Homeowners' Association Statute allows Associations to levy reasonable fines in accordance with a previously established schedule adopted by the Board and furnished to the owners for violation of bylaws, rules and regulations. The Board sincerely hopes that it will be unnecessary to levy these penalties. In the event the Board of Trustees elects not to proceed to take legal action against an alleged offender that does not affect the complainant's right to seek action from the courts. In that event the Board of Trustees will supply the complainant with the documentation they have that is pertinent to this issue. However the Board places a high priority on protecting the beauty of this place and protecting the property values and the substantial investments of the Camano Country Club property owners.*

TREE MAINTENANCE

Paragraph 3.4 Tree Maintenance: The care and maintenance of trees on any building site is the responsibility of the legal owner. The preservation of water and/or territorial views is paramount. Single trees that objectionably restrict views and/or solar light from neighboring properties shall be maintained to a maximum of twenty feet (above the highest natural elevation of the lot on which the trees are located). Offending trees growing in a closed canopy or group condition shall not exceed fourteen feet above the highest natural elevation of the lot on which the trees are located. Exemption from this restriction may be obtained if satisfactory views and solar light can be maintained by trimming and/or limbing rather than by topping or removal; except that all offending hardwood trees on vacant lots shall be felled and the material disposed of by removal and/or burning. This requirement applies to any and all trees that have originated naturally or by planting since the original recording date of the plat for the applicable Addition. (Refer to Paragraph 6.13, Section VI). Trees should not be planted or maintained in locations where their root systems may penetrate and adversely affect septic tank drain fields or other underground utilities. Trees and shrubs should not block vehicular visibility at street intersections.

Paragraph 6.14 "Tree Age" shall mean the age of any tree determined by borings taken at 4-1/2 feet above the root collar.

Clarification: *As the "tree age" definition in 6.14 may tell the age of a tree, further calculations are needed to determine the height of a tree in a given year. The Board will utilize the 50 year and 100 year "Height -Over- Age Curves" commonly used by USDA, Weyerhaeuser, WSU Extension Service, etc., in order to determine the age of a given conifer specie at a particular point in the tree's growth. The index curve that matches the trees current height will clearly identify those trees that are "grandfathered in" (20 feet or greater in height prior to January 1, 1986, which is the date the covenants were amended) and those that are not. The steps are as follows: 1) Determine current Breast Height Age (DBH) using the Boring technique described in 6.14; 2) Subtract 1985 from the current*

year (e.g. 2013 minus 1985 = 28); 3) Determine the appropriate site index curve that matches the current height. If the indicated tree height in 1985 is greater than 20 feet, the tree is grandfathered. If the indicated tree height in 1985 is less than 20 feet, the tree is not grandfathered.

“HAZARDOUS AREA VARIANCES”
TO THE CAMANO COUNTRY CLUB COVENANTS

There are several “Bluff” areas within the Camano Country Club area that have been designated as “Hazardous Areas” by Island County. In order to protect the safety of residents and stabilize the building sites Island County has enacted protective requirement that supersede the Covenants.

Example: Certain building sites located on Country Club Drive above the Lagoon Bluff have been declared Hazardous Areas by Island County. According to Bill Poss (an Island County official) Island County considers the Lagoon Bluff to be a slope greater than 50 feet in height. Therefore according to the excerpt from Island County Codes below, the rules pertaining to those properties are the 100 foot setback rules highlighted in yellow.

Geotechnical engineering report for geologically hazardous areas. In the case of land disturbing activities proposed to be within setbacks established for a geological hazardous area, a geotechnical engineering report prepared and sealed by a geotechnical engineer shall be submitted. If appropriate, a geologist may contribute to the geologic aspects of the project.

The minimum setbacks that will generally not require a geotechnical report are as follows:

- Fifty (50) foot setback or greater from a slope that is more than ten (10) feet but no more than thirty (30) feet in height; or
- Seventy-five (75) foot setback or greater from a slope that is more than thirty (30) feet but no more than fifty (50) in height; or
- One hundred (100) foot setback or greater from a slope that is more than fifty (50) feet in height.

The above 100 foot setback applies to the Lagoon Bluff. The protected setback is measured from the edge of the bluff. Island County also stated that a similar protected area would apply from the bottom of the bluff. Using that as a yardstick most of the houses located on the Lagoon Bluff side of Country Club Drive have a major portion of their property considered as a “protected hazardous area” by Island County in order to protect the integrity of the Lagoon Bluff. Said protection requires the owner to NOT trim, remove or disturb grasses, brush or trees in that protected Hazardous Area zone without specific permission from Island County.

Clarification: Portions of some building sites (with or without homes) can be outside of that 100 foot "Hazardous Area". In such instances the portions that are outside of the protected area ARE subject to the Camano Country Club Covenants. If you feel that your home may be located in a "Hazardous Area" contact Island County and they will be able to verify whether your property is located in such an area. It is also true the "Bluff" you are concerned about may be less than fifty feet and one of the other options listed above (or other options provided by Island County) may apply to your property. You may also feel free to inquire if the Covenants Committee has any information that might be helpful to you. It is also important to realize that Island County is the entity that will enforce "Hazardous Area" violations. It is also clear that Island County has the authority to change their regulation from time to time. In the event that such changes are enacted it will not be the responsibility of Camano Country Club to notify you of such changes as these are Island County regulations. Check with Island County.

IMPORTANT INFORMATION

- A. Acquire a copy of the Covenants at www.camanocountryclub.com (Home Page).**
1. Click on the second option in the menu on the left side of the page "Beach/Corporation"
 2. Scroll down to select the information you want
 3. Click on the blue hypertext [click here](#) to download Camano Country Club Corporation Covenants to download your copy of the Covenants.
- B. Learn how to request assistance from the Covenants Committee to resolve Covenants Violations in your neighborhood.**
1. While you are on the "Beach/Corporation" page of the Camano Country Club Site simply click on **click here** to download Covenant Complaints Guide. It is an easy, convenient process, and your actions will help us all to maintain our property values.

If you do not have internet access come down to the clubhouse and whoever is at the desk will be happy to supply you with copies of the above documents.

The Covenants committee is here to serve you by amicably settling Covenants disputes fairly and equally. It is our goal to treat both parties as neighbors. We all signed the Covenants when we bought property in the Camano Country Club area. The purpose of the Covenants is to keep this unique area beautiful, friendly and maintain standards that

*protect our property values. It is everyone's obligation to maintain the ambiance that is unique to the Camano Country Club area. Sometimes it is necessary to enforce the Covenants. Whenever possible we do so without imposing any noncompliance assessments or liens. It is also true that **the Covenants Committee cannot act without a written complaint from the person who is complaining.** There are also provisions in the Covenants for complainants to remain anonymous if necessary. If you need assistance contact us.*

-Please Help Us to Help You-

< Crestview Estates > 19-31-3 SE-NW
Street Only *

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SEP 13 3 15 PM '95
H. J. ... AUDITOR
ISLAND COUNTY, WASH.
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BUILDING AND USE RESTRICTIONS

GARRISON COMPANY, a corporation, to maintain a good and restricted residential character for the premises and to insure a homogenous development of the premises, and for the rights and benefit of each owner of a building site thereon, does hereby, on this 12th day of September, 1983, provide and declare that all of the property described in Exhibit "A" attached hereto, herein called "the premises" shall for a period ending December 31, 1995, be owned, held, used, occupied and developed subject to Building and Use Restrictions, which it does hereby provide and impose, as follows:

1. The requirements of Island County, or other public authority, pertaining to sanitation and to residential development and occupancy and Zoning Ordinance hereafter adopted by Island County, and all amendments to any thereof hereafter adopted, are imposed as a part hereof to the same effect as if set out herein in full provided that no such amendments to such requirements or no such Zoning Ordinance, or amendments thereto, shall be deemed to have any retroactive effect with respect to lots theretofore sold by Garrison Company, or a successor in interest, by virtue of these presents.
2. No building site shall be used except for single occupancy residential purposes which for the purpose of this paragraph shall include residences for one-to-four family use.
3. No dwelling shall be erected, altered, placed or permitted to remain on any building site having a floor area less than 900 square feet, excluding any attached carport or garage, but including any porch, patio and passageway covered by a permanent roof integral with the roof of the principal structure.
4. Mobile homes are not permitted on the following described lots: Lots 5 & 6, Country Club Estates No. 2, as delineated on survey filed in Book 4 of Surveys, page 50, records of Island County, Washington, under Auditor's File No. 304965.
5. No building shall be erected, altered, placed or permitted to remain upon a building site unless construction be good and substantial, unless all chimneys installed shall be equal to or better than fire insurance underwriters approved specifications and unless the exterior shall be completed and finished in a usual manner, having regard for the type of construction.
6. No outside lighting shall be installed or maintained on "the premises" unless it is shielded in such a manner that no rays of the light radiate above the horizontal plane of said light.
7. No dwelling shall be occupied until the exterior shall be substantially completed. No structure, other than a dwelling conforming to these Building and Use Restrictions, shall be occupied as a temporary or permanent residence, and no tent or trailer shall be moved onto or erected or maintained upon the premises or occupied as a temporary or permanent residence thereon, except that a finished garage or a finished garden house or a trailer may be occupied for a period of not to exceed 24 consecutive months as a residence during the period of construction of a dwelling, provided that if said finished garden house, finished garage or trailer shall be occupied for a period of more than 3 months, the same shall be connected to a septic tank and use of a detached toilet shall cease.
8. No dwelling shall be occupied or continue to be occupied unless within 90 days after water shall be available in a pipe line designed to serve the building site, it shall be connected with a sewer or septic tank designed for sewage disposal, installed, used and maintained in conformity with the requirements of the department of the State of Washington or of Island County having jurisdiction.

9. In conjunction with each dwelling there shall be maintained and used a closed sanitary container for the deposit of garbage and refuse, which container shall be enclosed in a fly-proof ventilated box or a similar container.

10. No tank for the storage of fuel oil or gas shall be erected or used unless it shall be buried below the surface of the ground or installed in an enclosure integral with the building.

11. No dwelling shall be constructed or occupied unless adequate provisions have been made for down spout sumps to handle roof drainage on site.

12. These Building and Use Restrictions, may be supplemented, relaxed, revoked or amended in whole or in part, at any time by a majority of the owners of the total square footage of the premises, evidenced by an instrument in writing, filed for record in the office of the Auditor of Island County.

13. These Building and Use Restrictions shall run with the land and shall be binding upon Garrison Company and all persons, firm and corporations obtaining title to or in any manner occupying the premises or any portion thereof from the date hereof, and these Building and Use Restrictions may be extended from three successive periods of 10 years each by a majority of the owners of the total square footage of the premises, evidenced by an instrument in writing filed for record in the office of the Auditor of Island County, prior to the expiration of the period to be extended.

14. These Building and Use Restrictions may be enforced by any lot or building site owner by proceedings at law or in equity against any person, firm or corporation violating or attempting to violate these Building and Use Restrictions, or any portion thereof, either to recover damages or to restrain violation or to enjoin the use of a structure or structures, or to require performance of any act or removal of a structure or structures in such form and under such penalties as judgement, order or decree of a court shall provide.

15. The invalidation of any portion of these Building and Use Restrictions by judgement, decree or order of a court having jurisdiction, shall in no wise affect any of the other provisions, which shall remain in full force and effect.

16. This instrument and the obligations, rights and privileges of the Garrison Company hereunder shall be kept and performed and may be exercised by and shall run to its successors and assigns.

IN WITNESS WHEREOF, GARRISON COMPANY has caused this instrument to be executed on the day and year first above written.

GARRISON COMPANY

BY Daniel B. Garrison
President

ATTEST

Bonnie Mae Brayton
Secretary

STATE OF WASHINGTON)
) ss
COUNTY OF ISLAND)

On this 12th day of September, 1985, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned, and sworn, personally appeared Daniel B. Garrison and Bonnie Mae Brayton, to me known to be the President and Secretary, respectively, of Garrison 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 hereunto affixed, the day and year in the certificate above written.

Linda Heston
Notary Public in and for the State
of Washington, Residing at Starwood

