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Camano Sunrise Comm. Assoc.

THIRD AMENDED AND RESTATED DECLARATION  
OF COVENANTS AND RESTRICTIONS FOR  
CAMANO SUNRISE COMMUNITY ASSOCIATION

Camano Sunrise Community Association by and through the affirmative vote of two-thirds (2/3) majority of the voting power of the Association pursuant to the Declaration of Covenants and Restrictions for Camano Sunrise Community Association, Auditor's File No. 299320, does hereby declare said Declaration of Covenants and Restrictions for Camano Sunrise Community Association, Auditor's File No. 299320, amended and restated as follows:

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KNOW ALL MEN BY THESE PRESENTS, that we, the collective owners of properties within the platted boundaries of Camano Sunrise Community Association, who are hereinafter referred to as "declarant", do hereby declare as follows:

WHEREAS, declarant is the owner of the real property situated in Island County, Washington, which is specifically described on Exhibit A, which is attached hereto and made a part hereof by reference; and

WHEREAS, declarant desires to subject said property to the restrictions, covenants, conditions, reservations, easements, liens and charges hereinafter set forth, each and all of which is and are for the benefit of said property and for each owner thereof, and shall inure to the benefit of and pass with said property as covenants running with the land, and each and every lot, parcel or tract thereof, and shall apply to and bind the successors in interest, any future owners thereof, this Declaration of Covenants and Restrictions being for the purpose of maintaining the desirability of said property; and

WHEREAS, the power to enforce said restrictions, covenants, conditions, reservations, easements, liens and charges is to reside in Camano Sunrise Community Association, its successors and assigns, a non-profit corporation organized under the laws of the State of Washington; now, therefore

DECLARANT hereby declares that the above-described property is and shall be held and conveyed upon and be subject to the restrictions, covenants, conditions, reservations, easements, liens and charges hereinafter set forth.

ARTICLE 1

1. Membership. The owner of each lot, parcel or tract of the said property shall be a member of Camano Sunrise Community Association. The membership shall be identified with the real property owned by the member, and each owner of a lot, parcel or tract shall be entitled to one membership entitlement, which entitlement shall be transferred automatically to any new owner of a lot, parcel or tract. Owner for purposes of this provision shall mean the party(ies) holding equitable title to the property and their legally married spouse, or attorney in fact. In the case of lots jointly held by two or more persons, the joint owners shall be considered the "member" and shall be entitled to only one vote per lot, parcel or tract.

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2. Minimum Lot Size. For the purpose of assuring the rural, residential character of the property, the minimum lot size shall be restricted to more than two (2 plus acres) on which may be constructed one (1) single-family dwelling for single-family occupancy only, together with such other buildings as the owner shall deem appropriate for use by the single-family occupants in pursuit of residential comfort and activities as approved by Island County Code and other structures in compliance with County Code.

3. Dues and Assessments for Water System. For the purpose of maintaining the water system, it is hereby declared that all of the lots, parcels and tracts within the said property may be annually charged a rate not to exceed \$24.00 per lot, parcel or tract, which ordinary annual charge may be referred to as annual water dues. The annual water dues shall be imposed as provided in the Camano Sunrise Community Association By-Laws, Article XIII, Dues and Assessments, as amended from time to time. Such annual dues, and the rate thereof, shall be fixed by the Board of Directors at its annual meeting held in conjunction with the annual meeting of the members of the Association, which dues shall be payable in such manner as shall be prescribed by the Camano Sunrise Community Association By-Laws. In the event that the said annual water dues do not produce sufficient revenue in order to maintain the said water system, then and in that event, the Board of Directors may at a special meeting held for that purpose, assess each owner of a lot, parcel or tract, on a prorata basis, for such sum as may be necessary in order to provide for the necessary maintenance and/or capital improvements to the water system.

4. Dues and Assessments for Road Maintenance. For the purpose of maintaining the private roadways (not including personal driveways) in the above-described property, it is hereby declared that all of the lots, parcels and tracts within the said property may be annually charged a rate not to exceed \$24.00 per lot, parcel, tract, which ordinary annual charge may be referred to as annual road maintenance dues. The annual road maintenance dues shall be imposed as provided in the Camano Sunrise Community Association By-Laws, Article XIII, Dues and Assessments, as amended from time to time. Such annual road maintenance dues, and the rate thereof, shall be fixed by the Board of Directors at its annual meeting held in conjunction with the annual meeting of the members of the Association, which dues shall be payable in such manner as shall be prescribed by the Camano Sunrise Community Association By-Laws. In the event that the annual road maintenance dues do not produce sufficient revenue in order to maintain the said private easement roadways, then and in that event, the Board of Directors may, at a special meeting held for that purpose, assess each owner of a lot, parcel or tract, on a prorata basis, for such sum as may be necessary in order to provide for the necessary maintenance and/or capital improvements to the private easement roadways. For this purpose, the assessment shall be on a per lot, parcel or tract basis and the relative size of the lot, parcel or tract shall not be considered.

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5. Delinquencies. Any sums not paid at the time and in the manner specified by the By-Laws of the Camano Sunrise Community Association shall be deemed to be delinquent and shall bear interest at the legal rate. Upon becoming delinquent, such dues shall constitute a lien upon the property against which the same was levied, and Camano Sunrise Community Association may record within one hundred twenty (120) days after said delinquency a statement of charges due in the Office of the County Auditor of Island County. A release of said lien shall be filed by Camano Sunrise Community Association upon payment in full of said dues with interest and costs, disbursements and attorney fees incurred by the Association. Said lien may be enforced by the Association as may any lien on real property under the law; and if said lien is foreclosed, the lot, parcel or tract owner shall be liable for the costs and disbursements, including reasonable attorney fees, of the Association herein, all of which costs, disbursements and fees shall be secured by such lien. The purchasers of lots, parcels or tracts within the property, by the acceptance of deeds therefor, whether from declarant or subsequent owners of said property, or by the signing of contracts to purchase the same, shall become personally obligated to pay such dues and assessments, including interest, upon the lot, parcel or tract purchased or agreed to be purchased by them, and shall be obligated subject to the enforcement provisions outlined above.

6. Reservation. Declarant expressly reserves the right, at any time during the term hereof, to dedicate the private roadway easements and/or any real property contained in the above-described real property over which an easement for ingress, egress and utility purposes has been reserved, or over which an easement for said purposes has been granted, to dedicate said easement roadway areas to Island County, or any other governmental unit or political subdivision, for public roadway purposes and/or public access purposes. This right of declarant contained in this paragraph shall not be restricted or deleted by amendment of these covenants and restrictions.

ARTICLE II

GENERAL PROVISIONS

1. Term. These covenants and restrictions are to run with the land and shall be binding upon all parties and persons claiming under them for a period of twenty-five (25) years from the date this declaration is recorded after which time said covenants and restrictions shall be automatically extended for successive periods of ten (10) years unless an instrument signed by a two-thirds (2/3) majority of the then owners of all lots, parcels or tracts within the said property has been recorded, agreeing to extinguish or change said covenants and restrictions in whole or in part.

2. Enforcement. Camano Sunrise Community Association is hereby charged with the authority and obligation of the enforcement of the terms of this Declaration. Enforcement may be by proceedings in equity or at law against any person or persons violating or attempting or threatening to violate any of the covenants or restrictions hereof, either to restrain such violation or to recover damages. In the event the Association fails to take appropriate action

for the enforcement of the covenants and restrictions within a reasonable time after a violation is brought to its attention in writing, any person or persons then owning or purchasing lots, parcels or tracts within the said property may take such steps in law or in equity as may be necessary for such enforcement. The prevailing party in such enforcement proceedings shall have from his opponents such attorney's fees as the court may deem reasonable.

3. Amendment of Declarations. This Declaration may be amended at any time by the affirmative vote of a two-thirds (2/3) majority of the total voting membership of Cumano Sunrise Community Association.

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EXHIBIT A

Those portions of Section 12, 13 and 24, Township 31 North, Range 2 East, W.M., described as follows:

Parcel A. The South 1/2 of the Southeast 1/4 of Section 12, Township 31 North, Range 2 East, W.M.

Parcel B. The East 1/2 of Section 13, Township 31 North, Range 2 East, W.M., EXCEPT those portions thereof lying in the Plat of Thunder Ridge, Divisions No. 1 and 2, as recorded in Volume 11 of Plats, pages 7, 36 and 37, respectively, records of Island County, Washington.

Parcel C. The East 1/2 of the Northwest 1/4 of Section 13, Township 31 North, Range 2 East, W.M.

Parcel D. The Northeast 1/4 of the Northwest 1/4 of the Southwest 1/4 of Section 13, Township 31 North, Range 2 East, W.M.

Parcel E. The Northeast 1/4 of the Northwest 1/4 of Section 24, Township 31 North, Range 2 East, W.M., EXCEPT the East 20.00 feet thereof for road purposes;

Situate in the County of Island, State of Washington.