

AMENDMENT AND EXTENSION OF DECLARATION

We, the undersigned owners of the listed lots or tracts within the recorded plat of San Juan Aviation Estates, hereby extend the term of the Declaration and Imposition of Restrictions for San Juan Aviation Estates, originally recorded December 10, 1957, under Auditor's File No. 48675, and as amended from time to time thereafter. The term shall be extended from December 31, 1993, to December 31, 1994, at which time the Declaration will expire unless renewed and carried forward in time extended, or modified in accordance with its terms.

Harold & Betty Bartram
Betty Bartram

Dated: 11/19, 1993. Owner: HAROLD & BETTY BARTRAM

Lot Number(s) 137

STATE OF Arizona)
COUNTY OF Yuma) SS

On this day personally appeared before me _____ to me known to be the individual described in and who executed the within instrument and acknowledged that he signed and sealed the same as his free and voluntary act and deed for the uses and purposes herein mentioned.

GIVEN UNDER MY HAND AND OFFICIAL SEAL this 19th day of November, 1993.

Adrienne M. Rose
NOTARY PUBLIC in and for the
State of Arizona
residing at Yuma
My appointment expires:
3-1-96



APPROVAL - RATIFICATION

JUN 12 1995

I/We are the owners of the following lot(s) or tract(s) in the San Juan Aviation Estates. I/We hereby approve and ratify the Blakely Island Covenants dated June 1, 1995, and agree that these covenants shall be binding on all lots(s) or tract(s) identified below.

Lot(s) or tract(s) owned: #A; #1

[Signature]
Owner

[Signature]
Owner

Owner

STATE OF Utah)
COUNTY OF Blaine) ss

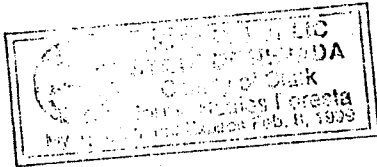
On this day personally appeared before me [Signature], [Signature], and _____, to me known to be the individual, or individuals, described in and who executed the within and foregoing Blakely Island Covenants dated June 1, 1995, and acknowledged that he/she/they signed the same as his/her/their free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN UNDER MY HAND and official seal this 7 day of June, 1995.

Signature of Notary Public: [Signature]

Notary Public in and for the State of Utah Residing at [Address]

My commission expires: 2/18/99



APPROVAL - RATIFICATION

I/We are the owners of the following lot(s) or tract(s) in the San Juan Aviation Estates. I/We hereby approve and ratify the Blakely Island Covenants dated June 1, 1995, and agree that these covenants shall be binding on all lots(s) or tract(s) identified below.

Lot(s) or tract(s) owned: 2, 3, 161

James B. Tompkins
Owner

Judith B. Tompkins
Owner

Owner

STATE OF WASH)
COUNTY OF KING) ss

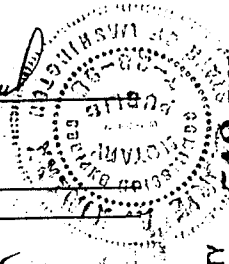
On this day personally appeared before me JAMES B. TOMPKINS, and JUDITH B. TOMPKINS to me known to be the individual, or individuals, described in and who executed the within and foregoing Blakely Island Covenants dated June 1, 1995, and acknowledged that he/she/they signed the same as his/her/their free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN UNDER MY HAND and official seal this 5th day of JUNE, 1995.

Signature of Notary Public: Ronnie A. Kneib

Notary Public in and for the State of Washington Residing at Seattle

My commission expires: 7-28-95



95063011

APPROVAL - RATIFICATION

I/We are the owners of the following lot(s) or tract(s) in the San Juan Aviation Estates. I/We hereby approve and ratify the Blakely Island Covenants dated June 1, 1995, and agree that these covenants shall be binding on all lots(s) or tract(s) identified below.

Lot(s) or tract(s) owned: Lot 4

[Signature]
Owner

R. W. Miller
Owner

Owner

STATE OF washington }
COUNTY OF king } ss

On this day personally appeared before me urban miller,
_____, and rosemarie miller, to me known to
be the individual, or individuals, described in and who executed the within and foregoing
Blakely Island Covenants dated June 1, 1995, and acknowledged that he/she/they signed
the same as his/her/their free and voluntary act and deed, for the uses and purposes
therein mentioned.

GIVEN UNDER MY HAND and official seal this 20th day of
June, 1995.

Signature of
Notary Public: [Signature]

Notary Public in and for the
State of washington
Residing at kent
My commission expires: 6/10/98

95063011

APPROVAL - RATIFICATION

JUN 26 1995

I/We are the owners of the following lot(s) or tract(s) in the San Juan Aviation Estates. I/We hereby approve and ratify the Blakely Island Covenants dated June 1, 1995, and agree that these covenants shall be binding on all lots(s) or tract(s) identified below.

Lot(s) or tract(s) owned: 5

David Strausz
Owner

Owner

Owner

STATE OF Washington
COUNTY OF Benton } ss

On this day personally appeared before me David P. Strausz,
_____, ~~and~~ _____, to me known to
be the individual, ~~or individuals~~, described in and who executed the within and foregoing
Blakely Island Covenants dated June 1, 1995, and acknowledged that he/~~she~~ they signed
the same as his/~~her~~ their free and voluntary act and deed, for the uses and purposes
therein mentioned.

GIVEN UNDER MY HAND and official seal this 21st day of
June, 1995.

Signature of Melissa J. Carter
Notary Public: _____

Notary Public in and for the
State of Washington
Residing at Benton County

My commission expires: 11-29-98



APPROVAL - RATIFICATION

JUN -7 1995

I/We are the owners of the following lot(s) or tract(s) in the San Juan Aviation Estates. I/We hereby approve and ratify the Blakely Island Covenants dated June 1, 1995, and agree that these covenants shall be binding on all lots(s) or tract(s) identified below.

Lot(s) or tract(s) owned: Lt 10

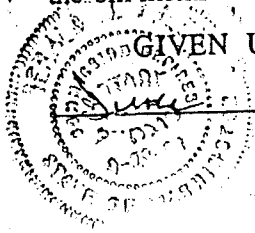
Patricia J. Bridge
Owner

[Signature]
Owner

Owner

STATE OF Wash)
COUNTY OF Peace) ss

On this day personally appeared before me Patricia J. Bridge, J. Christopher Bridge and _____, to me known to be the individual, or individuals, described in and who executed the within and foregoing Blakely Island Covenants dated June 1, 1995, and acknowledged that he/she/they signed the same as his/her/their free and voluntary act and deed, for the uses and purposes therein mentioned.



GIVEN UNDER MY HAND and official seal this 2 day of _____, 1995.

Signature of Notary Public: [Signature]

Notary Public in and for the State of Wash Residing at TACOMA

My commission expires: MAY 29 1991

APPROVAL - RATIFICATION

I/We are the owners of the following lot(s) or tract(s) in the San Juan Aviation Estates. I/We hereby approve and ratify the Blakely Island Covenants dated June 1, 1995, and agree that these covenants shall be binding on all lots(s) or tract(s) identified below.

Lot(s) or tract(s) owned: Lot 11

Chris C. Leady
Owner

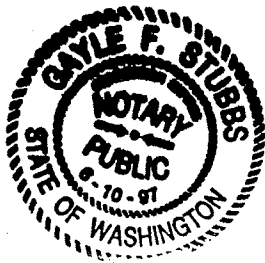
Penelope M. Leady
Owner

Owner

STATE OF Washington)
COUNTY OF King) ss

On this day personally appeared before me Chris C. Leady,
Penelope M. Leady, and Penelope M. Leady, to me known to be the individual, or individuals, described in and who executed the within and foregoing Blakely Island Covenants dated June 1, 1995, and acknowledged that he/she/they signed the same as his/her/their free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN UNDER MY HAND and official seal this 8th day of June, 1995.



Signature of Notary Public: Gayle F. Stubbs

Notary Public in and for the State of WASHINGTON
Residing at Renton

My commission expires: 6/10/97

I/We are the owners of the following lot(s) or tract(s) in the San Juan Aviation Estates. I/We hereby approve and ratify the Blakely Island Covenants dated June 1, 1995, and agree that these covenants shall be binding on all lots(s) or tract(s) identified below.

Lot(s) or tract(s) owned: #12

Howard F. Coffey
Owner

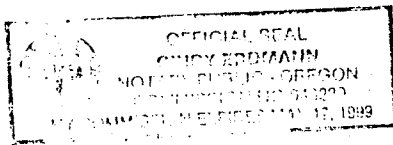
Nancy W. Coffey
Owner

Owner

STATE OF Oregon
COUNTY OF Clackamas ss

On this day personally appeared before me Howard Coffey,
Nancy Coffey, and Nancy Coffey, to me known to
be the individual, or individuals, described in and who executed the within and foregoing
Blakely Island Covenants dated June 1, 1995, and acknowledged that he/she/they signed
the same as his/her/their free and voluntary act and deed, for the uses and purposes
therein mentioned.

GIVEN UNDER MY HAND and official seal this 21ST day of
June, 1995.



Signature of
Notary Public:

Cindy Erdmann

Notary Public in and for the
State of Oregon

Residing at Willamette, Or

My commission expires: 5-12-99

95063011

APPROVAL - RATIFICATION

JUN 26 1995

I/We are the owners of the following lot(s) or tract(s) in the San Juan Aviation Estates. I/We hereby approve and ratify the Blakely Island Covenants dated June 1, 1995, and agree that these covenants shall be binding on all lots(s) or tract(s) identified below.

Lot(s) or tract(s) owned: 21

Stephen Owen
Owner

Owner

Owner

STATE OF Montana)
COUNTY OF Yellowstone) ss

On this day personally appeared before me Stephen Owen,
_____, and _____, to me known to
be the individual, or individuals, described in and who executed the within and foregoing
Blakely Island Covenants dated June 1, 1995, and acknowledged that he/she/they signed
the same as his/her/their free and voluntary act and deed, for the uses and purposes
therein mentioned.

GIVEN UNDER MY HAND and official seal this 23rd day of
June, 1995.

Signature of Notary Public: Barbara L. Shauer
Notary Public in and for the
State of Montana
Residing at Billings
My commission expires: 2-27-99

95063011

APPROVAL - RATIFICATION

I/We are the owners of the following lot(s) or tract(s) in the San Juan Aviation Estates. I/We hereby approve and ratify the Blakely Island Covenants dated June 1, 1995, and agree that these covenants shall be binding on all lots(s) or tract(s) identified below.

Lot(s) or tract(s) owned: 24 + 25

Ida J. Beebe
Owner

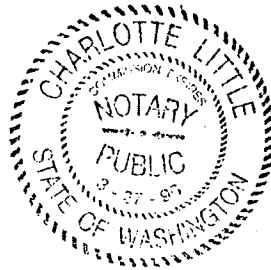
Owner

Owner

STATE OF Washington
COUNTY OF King } ss

On this day personally appeared before me Ida J. Beebe, and _____, to me known to be the individual, or individuals, described in and who executed the within and foregoing Blakely Island Covenants dated June 1, 1995, and acknowledged that he/she/they signed the same as his/her/their free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN UNDER MY HAND and official seal this 5th day of June, 1995.



Signature of Notary Public: Charlotte Little

Notary Public in and for the State of WA Residing at Renton

My commission expires: 3-31-96

JUN 14 1995

APPROVAL - RATIFICATION

I/We are the owners of the following lot(s) or tract(s) in the San Juan Aviation Estates. I/We hereby approve and ratify the Blakely Island Covenants dated June 1, 1995, and agree that these covenants shall be binding on all lots(s) or tract(s) identified below.

Lot(s) or tract(s) owned: Lot 26

William T. Frantz
Owner William T. FRANTZ

Geri H. Frantz
Owner Geri H. Frantz

Owner _____

STATE OF WASHINGTON)
COUNTY OF KING) SS



On this day personally appeared before me William Theodore Frantz,
_____, and Gert Habor Frantz, to me known to
be the individual, or individuals, described in and who executed the within and foregoing
Blakely Island Covenants dated June 1, 1995, and acknowledged that he/she/they signed
the same as his/her/their free and voluntary act and deed, for the uses and purposes
therein mentioned.

GIVEN UNDER MY HAND and official seal this 13th day of
June, 1995.

Signature of Notary Public: E. M. Kristoferson

Notary Public in and for the
State of Washington
Residing at Mercer Island

My commission expires: 6/1/97

APPROVAL - RATIFICATION

I/We are the owners of the following lot(s) or tract(s) in the San Juan Aviation Estates. I/We hereby approve and ratify the Blakely Island Covenants dated June 1, 1995, and agree that these covenants shall be binding on all lots(s) or tract(s) identified below.

Lot(s) or tract(s) owned: 33

Morris L. Kirk
Owner

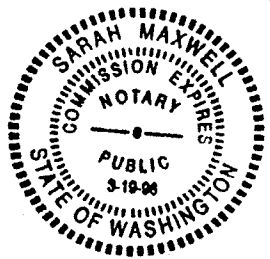
Bette L. Kirk
Owner

Owner

STATE OF Washington }
COUNTY OF King } ss

On this day personally appeared before me Morris L. Kirk,
_____, and Bette Kirk, to me known to
be the individual, or individuals, described in and who executed the within and foregoing
Blakely Island Covenants dated June 1, 1995, and acknowledged that he/she/they signed
the same as his/her/their free and voluntary act and deed, for the uses and purposes
therein mentioned.

GIVEN UNDER MY HAND and official seal this 6th day of
June, 1995.



Signature of Notary Public: Sarah Maxwell

Notary Public in and for the State of Washington
Residing at Seattle

My commission expires: 3/19/96

APPROVAL - RATIFICATION

I/We are the owners of the following lot(s) or tract(s) in the San Juan Aviation Estates. I/We hereby approve and ratify the Blakely Island Covenants dated June 1, 1995, and agree that these covenants shall be binding on all lots(s) or tract(s) identified below.

Lot(s) or tract(s) owned: 34035

[Signature]
Owner

[Signature]
Owner

Owner

STATE OF Oregon)
COUNTY OF Multnomah) ss

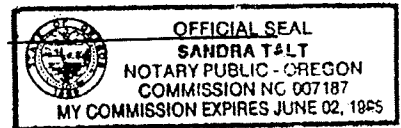
On this day personally appeared before me Karl V Hooverton,
Laurie B. Hooverton, to me known to
be the individual, or individuals, described in and who executed the within and foregoing
Blakely Island Covenants dated June 1, 1995, and acknowledged that he/she/they signed
the same as his/her/their free and voluntary act and deed, for the uses and purposes
therein mentioned.

GIVEN UNDER MY HAND and official seal this 1st day of
June, 1995.

Signature of [Signature]
Notary Public

Notary Public in and for the
State of _____
Residing at _____

My commission expires:



SAN JUAN COUNTY
OFFICIAL RECORD # 512
PAGE - 404

APPROVAL - RATIFICATION

I/We are the owners of the following lot(s) or tract(s) in the San Juan Aviation Estates. I/We hereby approve and ratify the Blakely Island Covenants dated June 1, 1995, and agree that these covenants shall be binding on all lots(s) or tract(s) identified below.

Lot(s) or tract(s) owned: 36

Steven C. Springmeyer
Owner

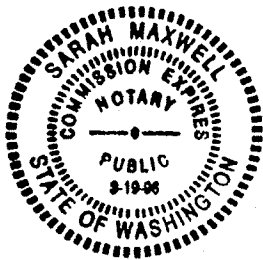
Lindy Springmeyer
Owner

Owner

STATE OF Washington)
COUNTY OF King) ss

On this day personally appeared before me Steven C. Springmeyer, and Lindy Springmeyer, to me known to be the individual, or individuals, described in and who executed the within and foregoing Blakely Island Covenants dated June 1, 1995, and acknowledged that he/she/they signed the same as his/her/their free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN UNDER MY HAND and official seal this 6th day of June, 1995.



Signature of Notary Public: Sarah Maxwell

Notary Public in and for the State of Washington Residing at Seattle

My commission expires: 3/19/96

95063011

APPROVAL - RATIFICATION

I/We are the owners of the following lot(s) or tract(s) in the San Juan Aviation Estates. I/We hereby approve and ratify the Blakely Island Covenants dated June 1, 1995, and agree that these covenants shall be binding on all lots(s) or tract(s) identified below.

Lot(s) or tract(s) owned: 42 & 43

Dwayne A. Richards
Owner _____ Owner _____

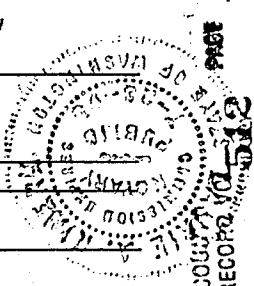
Mary Margaret Richards
Owner _____

STATE OF WASH)
COUNTY OF KING) ss

On this day personally appeared before me DWAYNE A. RICHARDS, and MARY MARGARET RICHARDS to me known to be the individual, or individuals, described in and who executed the within and foregoing Blakely Island Covenants dated June 1, 1995, and acknowledged that he/she/they signed the same as his/her/their free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN UNDER MY HAND and official seal this 5th day of JUNE, 1995.

Signature of Notary Public: Lynne A. Kuhl
Notary Public in and for the State of Washington
Residing at Seattle
My commission expires: 7-28-95



SAN JUAN COUNTY OFFICIAL RECORDS 406

JUN 19 1995

95063011

APPROVAL - RATIFICATION

I/We are the owners of the following lot(s) or tract(s) in the San Juan Aviation Estates. I/We hereby approve and ratify the Blakely Island Covenants dated June 1, 1995, and agree that these covenants shall be binding on all lots(s) or tract(s) identified below.

Lot(s) or tract(s) owned: 44

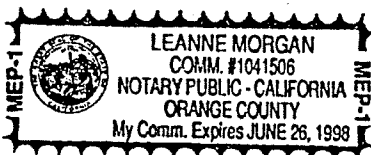
Kay Campbell June 16, 1995
Owner Owner

Owner

STATE OF CALIFORNIA)
COUNTY OF ORANGE) ss

On this day personally appeared before me KAY D. CAMPBELL,
_____, and _____, to me known to
be the individual, or individuals, described in and who executed the within and foregoing
Blakely Island Covenants dated June 1, 1995, and acknowledged that he/~~she~~/they signed
the same as his/~~her~~/their free and voluntary act and deed, for the uses and purposes
therein mentioned.

GIVEN UNDER MY HAND and official seal this 16TH day of
JUNE, 1995.



Signature of
Notary Public: Leanne Morgan

Notary Public in and for the
State of CALIFORNIA
Residing at LAGUNA BEACH

My commission expires: JUNE 26, 1998

95063011

APPROVAL - RATIFICATION

JUN 26 1995

I/We are the owners of the following lot(s) or tract(s) in the San Juan Aviation Estates. I/We hereby approve and ratify the Blakely Island Covenants dated June 1, 1995, and agree that these covenants shall be binding on all lots(s) or tract(s) identified below.

Lot(s) or tract(s) owned: 44, 45, 144

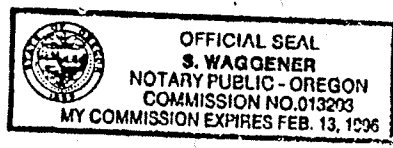
Marjorie T. Cecil
Owner MARJORIE T. CECIL Owner

Owner _____

STATE OF Oregon)
COUNTY OF June) ss

On this day personally appeared before me Marjorie T. Cecil, and _____, to me known to be the individual, or individuals, described in and who executed the within and foregoing Blakely Island Covenants dated June 1, 1995, and acknowledged that he/she/they signed the same as his/her/their free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN UNDER MY HAND and official seal this 21st day of June, 1995.



Signature of Notary Public: [Signature]

Notary Public in and for the State of Oregon Residing at Eugene, Oregon

My commission expires: 2-13-96

95063011

JUN - 9 1995

APPROVAL - RATIFICATION

I/We are the owners of the following lot(s) or tract(s) in the San Juan Aviation Estates. I/We hereby approve and ratify the Blakely Island Covenants dated June 1, 1995, and agree that these covenants shall be binding on all lots(s) or tract(s) identified below.

Lot(s) or tract(s) owned: LOT 46

Adrienne A. Harisberger
Owner

Owner

Owner

STATE OF S.C.)
COUNTY OF Charleston) ss

On this day personally appeared before me Adrienne A. Harisberger, and _____, to me known to be the individual, or individuals, described in and who executed the within and foregoing Blakely Island Covenants dated June 1, 1995, and acknowledged that he/she/they signed the same as his/her/their free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN UNDER MY HAND and official seal this 5th day of June, 1995.

Signature of Notary Public: Sara M. Loring

Notary Public in and for the State of South Carolina Residing at Charleston

My commission expires: 11/26/96

SAN JUAN COUNTY
DEED RECORD VOL. 512 PAGE 409

95063011

APPROVAL - RATIFICATION

JUN -5 1995

I/We are the owners of the following lot(s) or tract(s) in the San Juan Aviation Estates. I/We hereby approve and ratify the Blakely Island Covenants dated June 1, 1995, and agree that these covenants shall be binding on all lots(s) or tract(s) identified below.

Lot(s) or tract(s) owned: 47

[Signature]
Owner

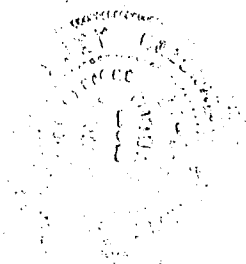
Owner

Owner

STATE OF Washington)
COUNTY OF King) ss

On this day personally appeared before me Anne G. Malmed, and _____, to me known to be the individual, or individuals, described in and who executed the within and foregoing Blakely Island Covenants dated June 1, 1995, and acknowledged that he/she/they signed the same as his/her/their free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN UNDER MY HAND and official seal this 2nd day of June, 1995.



Signature of Notary Public: [Signature]

Notary Public in and for the State of Washington Residing at Woodhouse

My commission expires: 3/9/97

SAN JUAN COUNTY OFFICIAL RECORD VOL. 512 PAGE 410

95063011
APPROVAL - RATIFICATION

I/We are the owners of the following lot(s) or tract(s) in the San Juan Aviation Estates. I/We hereby approve and ratify the Blakely Island Covenants dated June 1, 1995, and agree that these covenants shall be binding on all lots(s) or tract(s) identified below.

Lot(s) or tract(s) owned: #49

John F. Hogan, Jr.
Owner

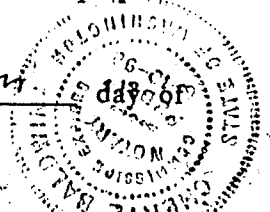
[Signature]
Owner

Owner

STATE OF washington)
COUNTY OF king) ss

On this day personally appeared before me John f. Hogan, and _____, to me known to be the individual, or individuals, described in and who executed the within and foregoing Blakely Island Covenants dated June 1, 1995, and acknowledged that he/she/they signed the same as his/her/their free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN UNDER MY HAND and official seal this 26th June, 1995.



Signature of Notary Public: [Signature]

Notary Public in and for the State of washington
Residing at kent

My commission expires: 6/10/98

JUN 20 1995

95063011

APPROVAL - RATIFICATION

I/We are the owners of the following lot(s) or tract(s) in the San Juan Aviation Estates. I/We hereby approve and ratify the Blakely Island Covenants dated June 1, 1995, and agree that these covenants shall be binding on all lots(s) or tract(s) identified below.

Lot(s) or tract(s) owned: 49C

Owner Allen H. Trimmer
Owner

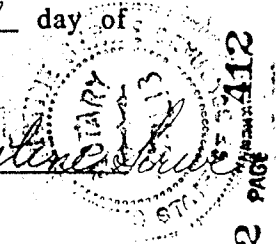
Owner

STATE OF Colorado,
COUNTY OF La Plata) ss

On this day personally appeared before me Allen H. Trimmer, and _____, to me known to be the individual, or individuals, described in and who executed the within and foregoing Blakely Island Covenants dated June 1, 1995, and acknowledged that he/she/they signed the same as his/her/their free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN UNDER MY HAND and official seal this 15th day of June, 1995.

Signature of Notary Public: Carla Christensen
Notary Public in and for the State of Colorado
Residing at P.O. Box 8220 Durango, CO 81302
My commission expires: 11/14/98



SAN JUAN COUNTY
OFFICIAL RECORD VOL 512 PAGE 412

95063011

JUN - 7 1995

APPROVAL - RATIFICATION

I/We are the owners of the following lot(s) or tract(s) in the San Juan Aviation Estates. I/We hereby approve and ratify the Blakely Island Covenants dated June 1, 1995, and agree that these covenants shall be binding on all lots(s) or tract(s) identified below.

Lot(s) or tract(s) owned: S P 1

Owner _____

Frank M. Burger
Owner

Owner _____

STATE OF Oregon)
COUNTY OF Multnomah) ss

On this day personally appeared before me Frank M. Burger, _____, and _____, to me known to be the individual, or individuals, described in and who executed the within and foregoing Blakely Island Covenants dated June 1, 1995, and acknowledged that he/she/they signed the same as his/her/their free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN UNDER MY HAND and official seal this 5th day of June, 1995.



Signature of Notary Public: Cecile M. Rife

Notary Public in and for the State of Oregon Residing at Multnomah County

My commission expires: Apr 20, 1998

62292

Received for record at 2:30 PM OCT 19 1966

EASEMENT

at request of William & Dorothy
Marjorie C. Bergman, Auditor, San Juan Co, Wash.
by Vera Jensen, Deputy

THIS INDENTURE made this 3rd day of September

1964, between BLAKELY ISLAND MAINTENANCE COMM.

hereinafter called "Grantor, parties of the first part, and
INTER-ISLAND TELEPHONE COMPANY, hereinafter called "Grantee,
party of the second part,

WITNESSETH:

That the Grantor, for and in consideration of the
sum of \$ 1.00, and other valuable consider-
ation, receipt of which is hereby acknowledged, conveys and grants
to Grantee, its successors and assigns, the right, privilege and
authority to construct, erect, alter, improve, repair, operate
and maintain a telephone line or lines, together with necessary
appurtenances thereto, over, across, or upon the following described
lands and premises situated in the County of San Juan, State of
Washington, to-wit:

X All dedicated streets, roadways, or easements
dedicated for public use owned by Grantors in-
cluded in the recorded plat of San Juan Aviation
States, Inc., situate in the County of San Juan,
state of Washington. X

All of said construction shall be done in a suitable
and proper manner in accordance with the accepted standards in the
industry, and provided that no lines or poles will be erected so
that the same will in any manner interfere with the use of the
airstrip located on said property without the specific approval
of Grantor, or the appropriate governmental agency if such consent
shall be required by law.

Grantee shall have right of ingress to and egress from
said lands across adjacent lands of the Grantor for the purpose
of constructing, reconstructing, repairing renewing, altering,
changing patrolling and operating said line, and the right at any
time to remove said telephone lines and appurtenances from said lands.

Also the right at all times to cut all brush and timber,
and trim all trees standing or growing upon said lands which in the
opinion of the Grantee constitute a menace or danger to said line.

62292

The Grantor, its heirs, successors or assigns, covenant and agree not to do any blasting or discharge any explosives within a distance of 300 feet of said line without giving reasonable notice in writing to the Grantee, its successors or assigns, of intention so to do.

The rights, title, privileges and authority hereby granted shall continue and be in force until such time as the Grantee, its successors or assigns shall permanently remove said poles, wires and appurtenances from said lands, or shall otherwise permanently abandon said line, at which time all such rights, title, privileges and authority hereby granted shall terminate.

IN WITNESS WHEREOF, this instrument has been executed the day and year first above written.

Blahely Island Maintenance Co.

Floyd Johnson

Pres.

By *M. E. Trengle*



STATE OF WASHINGTON)
COUNTY OF SAN JUAN)

ss:

On this 3rd day of September, ^{1964,} before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared FLOYD JOHNSON and M. E. TRENGLE, to me known to be the President and Secretary-Treasurer, respectively, of 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 each stated that they authorized to execute the said instrument and that the seal affixed is the corporate seal of said corporation.

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

M. E. Trengle

NOTARY PUBLIC in and for the State of Washington, residing at Everett.

73091
AMENDMENT TO RESTRICTIONS AND PLAT OF THE SAN JUAN AVIATION ESTATES

PURSUANT to the provisions of Paragraph 11 of the Declaration and Imposition of Restrictions heretofore filed and relating to the plat of San Juan Aviation Estates, a subdivision of Blakely Island in San Juan County, Washington, the undersigned owners of not less than two-thirds of all the lots of said plat hereby amend Paragraph 9 of the Declaration and Imposition of the Restrictions thereof in its entirety as follows:

9. A. Board of Governors - Election - Term: The Board of Governors hereinabove provided shall consist of seven (7) members and ~~shall~~ be the same Board of Governors elected by the Blakely Island Maintenance Commission, a corporation authorized and existing under the laws of the State of Washington, and shall be elected from the owners of tracts of said San Juan Aviation Estates by an election to be held in the club house in said subdivision at 5:00 p.m. on a Saturday nearest in time to the Fourth of July of each year. The election of the Board of Governors shall be accomplished by one vote for each owner of a tract or tracts of said San Juan Aviation Estates, rather than one vote for each tract or lot included in said plat. Each owner shall have one vote in the corporation regardless of the number of lots owned or being purchased by said person. For the purpose of these restrictions, the term "Owner" shall mean the record owner, whether one or more persons or entities, of the fee simple title to any lot within the plat; provided, a contract purchaser, if his contract be in good standing, shall have the right to vote in lieu of the record owner, but if his contract shall not be in good standing, his right so to vote shall be abated and the record owner shall be entitled to vote as "owner" of said lot. If any lot or lots are held jointly by two or more persons, the several owners of such interest shall be entitled to one vote and in the event of such joint ownership, the said joint owners shall designate one number as "Member". The term of office of each Governor shall be for three (3) years; provided, that the initial Board shall be elected at a special election to be held on the 15th day of November, 1957, and the terms of office of the initial Board shall be, as to two (2) of such members until the next following regular election only; as to an additional two (2) of such members only until the second regular election following such special election; and as to the remaining three (3) of such members until the third regular election following such special election. The initial Board shall determine between themselves by lot the durations of their respective terms under the foregoing formula; and vacancies occurring under such formula shall be filled in rotation at the following regular elections.

B. Board of Governors - Powers and Duties: The Board of Governors shall have power to determine and pass upon those matters hereinbefore specified for delegation to them. In addition, they shall have the following powers with reference to the said San Juan Aviation Estates:

1. To prescribe and secure the enforcement of reasonable police regulations to secure the safety, comfort and convenience of the various tract owners and occupants.
2. To pass, administer and enforce building restrictions in accordance with Paragraph 4 of the Declaration and Imposition of Restrictions filed herein.
3. To acquire, maintain, repair and improve, on behalf of the corporation, roads, airport and airport facilities, water supply and all equipment, pipe lines, pumps, reservoirs and easements in connection therewith.
4. To supply and insure fire protection, and to buy, sell, use and own, through said corporation, necessary and proper equipment in connection therewith.
5. To maintain and administer garbage disposal facilities.

Received for record at 11:44 AM MAR 9 1970

at request of Blakely Island Maintenance Commission
Page One of 16
M. J. Cahill, Clerk

6. To levy and collect assessments upon any and all owners of the properties contained in such plat for the benefit of said owners, all in accordance with the By-Laws and Articles of Incorporation of said corporation.

7. To have the power, through said corporation, under prior approval of its members, to incur indebtedness on behalf of the corporation, to finance said improvements and maintain the same, and said plat of San Juan Aviation Estates and the property contained therein shall be subject to the control and management of said corporation in the manner aforesaid, which corporation shall act in accordance with its Articles of Incorporation and By-Laws and the mandate and approval of its members, all as provided therein. The aforesaid plat or any portion thereof shall be subject to any lien asserted by said corporation for the rendition of its services and for the payment of its assessments.

8. Through said corporation, upon prior approval of its members, to acquire and own real or personal property, within, contiguous or adjacent to the plat of San Juan Aviation Estates, and to levy assessments against the owners thereof for the payment of the acquisition price, taxes and costs of maintenance of the real or personal property.

Nothing herein provided shall be construed so as to lessen any of the restrictions already imposed relating to the subject property contained in the plat of the San Juan Aviation and Yachting Estates or any adjacent or abutting property which shall hereafter become subject to the said plat restrictions.

C. Assessments - Enforcement: The assessments provided for in subsection A hereof, together with such interest thereon and costs of collection as are hereafter provided, shall be a charge upon the land and shall be a continuing lien, running with the land, upon the lot or lots against which such assessment is made.

If any assessment or installment thereof authorized to be levied pursuant to this section is not paid within 30 days after the first day of the calendar month in which notice of collection thereof is mailed to the owner by the corporation, it shall bear interest at the rate of 12% per annum, from the due date thereof, and the corporation, through its Board of Governors may bring an action at law against the owner personally obligated to pay the same and/or may institute an action to foreclose the lien against the property subject to assessment, and there shall be added to the amount of such assessment all costs and expenses in connection with such suit, and also a reasonable sum as attorney fees, which sums shall be included in any judgment or decree entered in such suit.

D. Membership - Blakely Island Maintenance Commission: All persons owning any lot, part or a portion of said San Juan Aviation Estates, or persons who are contract vendees of such property, shall be members of the Blakely Island Maintenance Commission, Inc., and no lot may be purchased or contracted to a purchaser, nor sold by any owner of any lot or lots unless and until he shall be accepted for membership by said corporation, and applicants for membership may be approved or disapproved by said corporation, acting in accordance with its By-Laws.

IN WITNESS WHEREOF, we have signed this Amendment to the Restrictions and Plat of the San Juan Aviation Estates this 15th day of August, 1969.

73092

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file

RESOLUTION OF THE BOARD OF GOVERNORS OF
THE BLAKELY ISLAND MAINTENANCE COMMISSION
IMPOSING AND ASSESSING LIENS AGAINST
REAL PROPERTY SITUATE IN THE PLAT OF
SAN JUAN AVIATION ESTATES.

WHEREAS, the By-Laws of the Blakely Island Maintenance Commission and the Declaration and Imposition of Restrictions to the Plat of the San Juan Aviation Estates authorize the acquisition and ownership of real and personal property by the Blakely Island Maintenance Commission, within, contiguous or adjacent to the Plat of the San Juan Aviation Estates, and the levying of assessments by said Maintenance Commission against the owners of lots within the plat of said San Juan Aviation Estates for the payment of the acquisition price, taxes and costs of maintenance of said real or personal properties; and,

WHEREAS, the membership of the Blakely Island Maintenance Commission, at the annual meeting of the corporation, held on July 5, 1969, authorized and directed the Board of Governors thereof to acquire a parcel of land 600 feet in width and commonly known as the "buffer strip" next adjoining the south and east sides of the Plat of San Juan Aviation Estates, which property is more particularly described hereinafter, and to impose assessments against the owners of lots in said Plat for the payment of the purchase price thereof in the manner hereinafter set forth;

NOW, THEREFORE,

BE IT RESOLVED By the Board of Governors of Blakely Island Maintenance Commission as follows:

Section 1. That there is hereby levied an assessment against all of the lots situate in the Plat of San Juan Aviation Estates, according to Plat recorded in Volume 2 of Plats, Pages 105, 105-A and 105-B, Records of San Juan County, Washington, for the purpose of acquiring a parcel of land 600 feet in width commonly known as a buffer strip next adjoining on the southerly and easterly sides of San Juan Aviation Estates, with continuations of the Southerly and Easterly borders of such extended area to Puget Sound, both to the South and to the East, less any portions thereof which lie in Government Lot 2 of Section 32, Township 36 North, Range 1 West of the Willamette Meridian, by the Blakely Island Maintenance Commission for the sum of Sixty-Eight Thousand Seven Hundred Fifty and No/100 (\$68,750.00) Dollars, which assessments shall be levied and charged against the lots

73092

contained in the plat of the San Juan Aviation Estates in the sum of \$360.00 for each lot, improved or unimproved.

Section 2. Assessments or any portion thereof may be paid at any time within thirty (30) days from the date of mailing of the notice of collection of assessments by the Secretary of the Blakely Island Maintenance Commission to the owners of all property subject to assessment without penalty, interest or costs, and thereafter the sum remaining unpaid, if any, may be paid in ten (10) equal annual installments or twelve (12) equal monthly installments, at the option of the lot owner, with interest on the whole unpaid sum at the rate of 6% per annum. At the expiration of the said 30 day period, and on the same day of each month or year thereafter as appropriate to the installment payment method selected by the lot owner, one of said installments, together with the interest due, shall be collected as provided by law, the By-Laws of the Blakely Island Maintenance Commission and the Amendment to Restrictions and Plat of the San Juan Aviation Estates; installments of assessments not paid when due shall be delinquent and there shall be added to the same a penalty of 12% of the amount of the overdue installment and interest, and such penalty shall become a part of the lien upon the property assessed.

Section 3. There is hereby created in the office of the Treasurer of the Blakely Island Maintenance Commission a new account, said account to be known as the "Buffer Strip Assessment Account" and all disbursements and receipts relating to the assessments on buffer strip property provided herein shall be debited to or credited to said account by the Treasurer of the Blakely Island Maintenance Commission.

DATED and SIGNED this 21st day of February, 1970.

BLAKELY ISLAND MAINTENANCE COMMISSION, INC.

By [Signature]
President

ATTEST:

[Signature]
Secretary

Received for record at 11:50 AM MAR 9 1970
at request of Blakely Island
C. R. [Signature], Auditor, San Juan Co, Wash.
M. J. [Signature], Dep.

- 2 -

16 467
VOL PAGE

48675

DECLARATION AND IMPOSITION OF RESTRICTIONS

WHEREAS, the parties to this instrument are the owners and are the sole and only persons having any right, title and interest, either at law or in equity, in or to the whole of San Juan Aviation Estates, a subdivision of a portion of Blakely Island in San Juan County, Washington; and

WHEREAS, the said San Juan Aviation Estates was designed and platted for use and is used as an high-grade home and residence area (subject only to those commercial uses in restricted areas hereinafter mentioned) and it is to the advantage of all present and future owners of tracts in said San Juan Aviation Estates that the use, occupancy and disposition of said tracts, and each of them, be subjected to the restrictions hereinafter declared and imposed; and

WHEREAS, Floyd O. Johnson and Ole L. Johnson, husband and wife, have been and are presently interested in the development of said San Juan Aviation Estates and have the major interest in providing for a continuation of the present plan of development of said subdivision,

NOW, THEREFORE, each in consideration of the benefits to flow to each from the program of restrictions hereinafter provided, each of the parties hereto does join in and prescribe the conditions and restrictions hereinafter imposed and does specifically consent and agree that each and every tract within said San Juan Aviation Estates in which he or she shall have any interest at law or in equity, shall be bound by conditions and restrictions, to run with the land, as follows:

1. Those certain tracts designated on the plat of said San Juan Aviation Estates as now of record in the Records of San Juan County, Washington, which are on such recorded plat designated as:

- (a) Run-way and parking strip,
- (b) Reserved tract marked "clubhouse" at the Northwest end of said run-way and parking strip,
- (c) Tracts marked as "reserved" at the Southeasterly end of said run-way and parking strip,
- (d) Lots 49A, 50, 51 and 87 as shown on the plat,

48675

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(e) The future yacht basin;

and also that portion of the spit at the westerly side of the yacht basin which is not divided into lots or tracts and causeways on the northerly and easterly sides of said basin now existing and hereafter to be constructed,

may be used for business purposes, and are expressly excepted from the otherwise all inclusive effect of these restrictions.

2. With the exceptions noted in Paragraph 1 foregoing, no tract or lot shown on the plat of said subdivision shall be used or occupied otherwise than for the site and use of one private detached single family residence or dwelling house, with guest house if desired, and with usual out buildings appurtenant to the use of a single family dwelling house. No building, or any part thereof erected on any of said tracts, shall be used or occupied as a flat, apartment house, hotel, boarding or lodging house, hospital, sanitarium, store, market, service station or any other business, commercial or manufacturing purpose of any kind or nature. No trailer house shall be kept or occupied upon any lot or tract.

3. No building on any tract or lot shall be left incomplete in course of construction and, if commenced in construction, shall be carried to completion in the ordinary course of building and without interruption excepting by reason of strikes, unavailability of materials, fire, act of God or other similar causes entirely beyond the control of the builder. Shortage of funds with which to complete any building shall not be recognized as a cause beyond the control of the owner.

4. No building upon any tract or lot, other than those excepted portions of the platted area designated in Paragraph 1 hereof shall be constructed or maintained until and unless the general plan thereof shall have been approved by the Board of Governors, hereinafter provided for and created. All dwelling houses and other buildings shall conform in all respects to the applicable building, sanitary, plumbing and electrical codes of the State of Washington, except for temporary permits which may be granted by a majority of said Board of Governors.

5. All sewage from any building constructed upon any tract or lot within said San Juan Aviation Estates shall be disposed of conformably to said sanitation code of the State of Washington.

6. No pets or animals shall be kept or maintained upon any of said tracts or lots in said San Juan Aviation Estates excepting only the usual household pets and riding horses for the accommodation and use of the occupants of any tract upon which the same may be kept. As to riding horses, if kept, they shall be so kept as to afford no nuisance by noise or odors to the occupants of adjoining tracts, and suitable sanitation facilities shall be provided for such horses to prevent contamination of the soil of the adjoining tracts.

7. No rubbish or debris, unsightly or noisome, shall be permitted to accumulate on any tract or be or remain exposed to public view thereon.

8. If any owner of any tract within San Juan Aviation Estates shall propose to sell such tract, whether improved or unimproved, he shall, before selling or agreeing to sell the same to any third person, offer the same in writing over his or her signature to Floyd O. Johnson and Ola L. Johnson, or the survivor of them while either shall live, at the price and terms for which he or she is willing to sell; and such offer shall remain open for acceptance and consummation of sale and purchase for a period of thirty (30) days following the date of offer during which period, if the offer be accepted, such proposed seller shall be obligated to consummate sale upon the acceptance of his or her offer. If the offer be not accepted within such thirty(30) day period, such proposed seller shall be at liberty to sell to a third person, but in no event shall sale to a third person be made at a lesser price or upon more favorable terms than those contained in the last prior offer to Floyd O. Johnson and Ola L. Johnson, or the survivor of them.

9. The Board of Governors, hereinbefore provided for, shall be elected from among the owners of tracts of said San Juan Aviation Estates by an election to be held and conducted in the Clubhouse in said subdivision at 5 P.M. on that Saturday nearest in time to the 4th of July in each year. The Board shall consist of seven (7) members. Voting rights shall be by tract ownership, one (1) vote for each tract or lot. Term of office of each Governor shall be for three (3) years; provided, that the initial Board shall be elected at a special election to be held on the ___ day of November, 1957, and the terms of office of the initial Board shall be, as to two (2) of such members until the next following regular election only; as to an additional two (2) of such members only, until the second regular election following such special election, and as to the remaining three (3) of such members until the third regular election following such special election. The initial Board shall determine between themselves by lot the durations of their respective terms under the foregoing formula; and vacancies occurring under such formula shall be filled in rotation at following regular elections. The Board of Governors shall have power to determine and pass upon those matters hereinbefore specified for delegation to them. They shall also have power to prescribe and secure the enforcement of reasonable police regulations to secure the safety, comfort and convenience of the various tract owners and occupants. Pending election of the first Board of Governors, Floyd O. Johnson shall perform the duties otherwise delegated to such Board.

10. The foregoing restrictions and conditions are established as a part of a general improvement plan for the benefit of all present and future owners of tracts or lots in San Juan Aviation Estates; and as such, the same may be enforced by any owner of any tract or lot within such subdivision against any other tract or lot owner; and these restrictions and conditions shall be and continue in force and

effect for a period of twenty (20) years following January 1, 1958 - that is until January 1, 1978.

11. The restrictions and conditions herein imposed may be renewed and carried forward in time, extended, canceled or modified, in whole or in part, at any time or at once by written instrument duly executed and acknowledged by the owners of not less than two-thirds (2/3) of all of the lots or tracts presently encompassed within the recorded plat of San Juan Aviation Estates; and in such case the instrument effecting such renewal, extension, cancellation or modification shall be placed of record with the County Clerk of San Juan County ~~Washington~~ and shall be, from the date of such record, binding upon all of the tracts or lots in said San Juan Aviation Estates and also on all of the owners of all of such tracts and lots.

12. Variance from the exact provisions hereof may be granted by a majority of the Board of Governors in instances where, in their opinion, a particular hardship or good cause may exist, provided that no such variance shall be granted unless approved in writing over the signatures of the owners of at least one-half (1/2) of the tracts or lots lying, or any part or parts of which lie within three hundred (300) feet from and parallel to each of the boundary lines of the tract or lot for which a variance is desired. If variance is granted, the same shall be reduced in writing in exact detail, shall carry the signatures in approval of the required minimum of lot owners within the prescribed distance/ ^{and} the approval over their signatures of the majority of the Board of Directors, and shall be filed of record with the County Clerk of San Juan County, Washington.

IN TESTIMONY WHEREOF, the undersigned have set our several hands on this ^{24th} ~~24th~~ day of ~~Sept~~ ^{Sept}, 1957, each certifying by lot or tract number the lot or tract in which he or she holds interest.

LOT OR TRACT OWNED

LOT OR TRACT OWNER

139
139
117

Leo M. Ram
Blauche R. Kase
Charles J. Thomas Bonnie H. Thomas

AMENDMENT OF RESTRICTIONS OF SAN JUAN AVIATION ESTATES

We, the undersigned owners of not less than two-thirds of all the tracts presently encompassed within the recorded plat of San Juan Aviation Estates, do, in accordance with paragraph 12 of the Declaration and Imposition of Restrictions, filed in connection with the plat of said estates, hereby grant a variance and modification to lots 57, 58, 59, 57A, 58A, 59A, 77A, 78A, 79A, 77, 78, 79, and in this regard do hereby state that such variance and modification shall consist of a waiver of the restrictions contained in said plat wherein and whereby lots 57, 58, 59, 57A, 58A, 59A, 77A, 78A, 79A, 77, 78, and 79 are zoned residential, and we do hereby permit a rezoning and hereby create a rezoning of said lots to commercial for the sole purpose of permitting construction thereon of hangars for private airplanes for the use of tract owners or their guests, and for no other purpose. Setbacks to be in accordance with adjoining lots.

- Stephen E. Tisco 80A ✓
- Naivese Clark 65 ✓
- C. Province 64 ✓
- John Foster ✓
- Miss Johnson 14 ✓
- Charles E. Beatty 123 ✓
- W. D. Dallas 131-113 ✓
- R. S. White, Jr. 133 ✓
- R. S. Adams, Jr. 118 ✓
- Chas. J. Jensen 28 ✓
- Neil E. Myers 45 ✓
- George Wilson 19 ✓
- John E. Sartin 135 ✓
- Olsen J. Bell 11 ✓
- Steve F. ... 38 ✓
- Harold J. ... 120 ✓
- L. S. White 132 ✓
- J. A. Parsons 106 ✓
- Wurt W. ... 141 ✓
- Roy H. Anderson 75-121 ✓

- Roger A. Baird 9 ✓
- John Taylor 100 ✓
- W. B. ... 48 ✓
- D. L. ... 15 ✓
- J. L. ... 19 ✓
- W. Caruthers 52 ✓
- Judy Hoffmann 36-37 ✓
- Albert Smith 30 ✓
- Frank ... 26 ✓
- J. Leslie ... 13 ✓
- Chas. ... 24-25 ✓
- Frank Allen 116 ✓
- R. K. ... 99-100 ✓
- Charles W. Mills 30 ✓
- A. ... 46-47 ✓
- Mom ... 10 ✓
- Phie ... 22-23 ✓
- E. P. ... 114 ✓
- W. B. ... 101 ✓
- Hayden Johnson

Received for record at 12:40 PM AUG 5 1963
 at request of Hayden Johnson
 Marjorie C. Bergman, Auditor, San Juan Co., Wash.
Ray V. Pearson, Esq.

57527

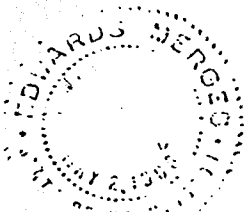
STATE OF WASHINGTON)
County of San Juan) ss.

On this day personally appeared before me

- | | |
|-------------------|----------------------|
| Stephan R. Fusco | Roger A. Baird |
| Harold Clark | G. A. Taylor |
| E. H. Provine | D. B. Taylor |
| Alice Johnson | D. L. Fitzpatrick |
| Charles E. Beatty | L. R. Edminster |
| W. K. Dallas | Mrs. S. W. Caruthers |
| L. S. White, Jr. | Judy Hoffman |
| R. S. Adams, Jr. | Delbert L. Smith |
| Chet Henson | Earl O. Lind |
| David E. Myers | J. Leslie Gormley |
| George Wilson | B. B. Beebe |
| Robert E. Foster | Dick Alley |
| Allen Odell | R. K. Podhola |
| Stu Knopp | Charles W. Mills |
| Harold L. Bartram | A. Galbraith |
| L. S. White | Myron Foster |
| H. A. Parsons | John C. Hill |
| Burt W. Marshall | E. C. Burkhart |
| Roy H. Anderson | D. B. Montague |
| | F. O. Johnson |

to me known to be the individuals described in and who executed the within and foregoing instrument and acknowledged to me that they signed the same as their free and voluntary act and deed for the purposes therein mentioned.

Given under my hand and official seal this 8 day of July, 1963



Edwardus Bergquist
Notary Public in and for the State of
Washington, residing at _____

Received for record at 1:00 P.M. JUN 16 1964
 59262 at request of Floyd O. Johnson

Marjorie C. Bergman, Auditor, San Juan Co., Wash.

AMENDMENT OF RESTRICTIONS ON SAN JUAN AVIATION ESTATES PLAT, SAN JUAN COUNTY, WASHINGTON

By G. F. King Deputy

PURSUANT to Paragraph 11 of the Declaration and Imposition of Restrictions entered into under date of October 24, 1957, by the then owners of Lots in San Juan Aviation Estates Plat, San Juan County, Washington, granting the right to modify the restrictions and conditions imposed by said instrument, which instrument bears County Auditor's File No. 48675, San Juan County, Washington, consent and agreement is hereby given by the owners of two-thirds of all of the Lots or Tracts presently encompassed within the recorded plat of the said San Juan Aviation Estates to the following modification of said Declaration and Restrictions:

EACH AND ALL of Lots 52 through 65, and 69 through 86, both inclusive, may each and all be divided in two (2) lots (half lots), of approximately equal area and each half lot may be sold separately and a single family residence or dwelling house with guest house, if desired, and usual outbuildings appurtenant to the use of a single family dwelling house may be erected upon each half lot or each portion of said lots as so divided; PROVIDED this modification shall not apply to those lots included in the above numbers which have previously been freed from said Declaration and Imposition of Restrictions and re-zoned to permit construction of hangars for private airplanes for the use of Tract owners or their guests, such amendment of restrictions being contained in document bearing County Auditor's File No. 47527 of the records of San Juan County, Washington.

DATED THIS 3 DAY of MAY, 1964

- | | | | |
|--------------------|-------|---------------------|-----------|
| David A. Stearns | 22-23 | W. K. Huff | 140 |
| Earl G. Hines | 26 | J. F. O. Carson | 106 |
| Robert J. Jager | 105 | E. G. King | 157 |
| G. W. Willie | 42 | Frank M. Miller | 158 |
| C. A. Grandt | 55A | Paul S. Sauer | 29 |
| Clarence C. White | 111 | A. C. Campbell | 144 |
| Louis A. Hines | 119 | David W. Myers | #45 |
| Robert O. White | 133 | Delbert L. Smith | #50 |
| J. S. White | 132 | Robert L. Rardin | #8472 |
| J. D. King (Hines) | 27 | Stuart D. Zupp | #38 |
| H. B. Traxinger | 44 | Donald B. Montague | #101 |
| D. W. Wiley | 91 | Lajesse Clark | 65. 7 1/2 |
| H. E. Stanley | 112 | William W. Williams | 8 1/2 5 |

STATE OF Washington 59262
County of King

On this 12th day of June A. D. 1964 before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn personally appeared Harold C. Clark

to me known to be the individual described in and who executed the foregoing instrument, and acknowledged to me that he signed and sealed the said instrument as his free and voluntary act and deed for the uses and purposes therein mentioned.



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

Harold C. Clark
Notary Public in and for the State of Washington
residing at Bellevue, Washington

(Acknowledgment by Individual. Washington Title Insurance Company. Form L 28)

STATE OF OREGON)
County of Multnomah) ss.

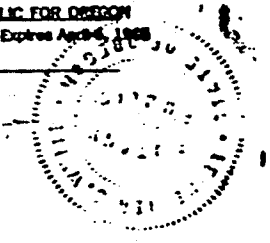
On this day personally appeared before me

Lester R. Edminster, Robert C. White, ~~Sam. W. Whitney~~, R. D. Hofer,
W. R. Warrington, D. H. Wiley, D. G. Kauffman, H. A. Parsons,
E. W. Brooking, Sam. W. Whitney

to me known to be the individuals described in and who executed the within and foregoing instrument and acknowledged to me that they signed the same as their free and voluntary act and deed for the purposes therein mentioned.

Given under my hand and official seal this 28th day of May, 1964

Lester R. White
Notary Public in and for the State of
Oregon NOTARY PUBLIC FOR OREGON
My Commission Expires April 1, 1968
Residing at Portland



STATE OF WASHINGTON

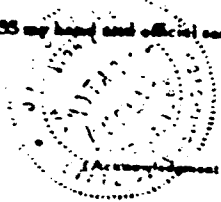
59262

County of San Juan

On this 1st day of June A. D. 1964 before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn personally appeared David A. Strausz

to me known to be the individual described in and who executed the foregoing instrument, and acknowledged to me that he signed and sealed the said instrument as his 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 in this certificate above written.



[Signature]
Notary Public in and for the State of Washington
residing at Bellevue

(Acknowledgment by Individual Washington Title Insurance Company. Form L 28)

STATE OF WASHINGTON)

County of San Juan)

)SS.
)

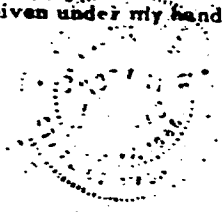
On this day personally appeared before me

T. Paul Sampson, C. F. Campbell, David E. Myers, Delbert L. Smith,

Robert L. Rank, Stuart D. Knapp, Donald B. Montague

to me known to be the individuals described in and who executed the within and foregoing instrument and acknowledged to me that they signed the same as their free and voluntary act and deed for the purposes therein mentioned.

Given under my hand and official seal this 31 day of May, 1964



[Signature]
Notary Public in and for the State of Washington

Residing at Bellevue

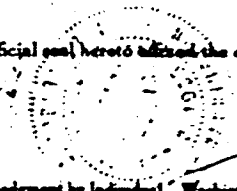
STATE OF WASHINGTON

County of King

On this 12th day of June A. D. 1964 before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn personally appeared EDWARDS E. MERGES

to me known to be the individual described in and who executed the foregoing instrument, and acknowledged to me that he signed and sealed the said instrument as his 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 in this certificate above written.



[Signature]
Notary Public in and for the State of Washington
residing at Seattle

(Acknowledgment by Individual Washington Title Insurance Company. Form L 28)

STATE OF WASHINGTON

50262

County of KING

On this 22nd day of May A. D. 1964, before me, the undersigned, a Notary Public in and for the State of Washington duly commissioned and sworn personally appeared

John C. Hill

to me known to be the individual described in and who executed the foregoing instrument, and acknowledged to me that he signed and sealed the said instrument as his 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 in this certificate above written.

Margaret Colburn
Notary Public in and for the State of Washington
residing at Bellevue

(Acknowledgment by Individual. Washington Title Insurance Company. Form L 28)

STATE OF Washington

County of King

On this 22nd day of May A. D. 1964, before me, the undersigned, a Notary Public in and for the State of Washington duly commissioned and sworn personally appeared

Carl G. Hunt

to me known to be the individual described in and who executed the foregoing instrument, and acknowledged to me that he signed and sealed the said instrument as his 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 in this certificate above written.

Judith C. Fletcher
Notary Public in and for the State of Washington
residing at Seattle

(Acknowledgment by Individual. Washington Title Insurance Company. Form L 28)

STATE OF Washington

County of King

On this 22nd day of May A. D. 1964, before me, the undersigned, a Notary Public in and for the State of Washington duly commissioned and sworn personally appeared

Robert Fryer

to me known to be the individual described in and who executed the foregoing instrument, and acknowledged to me that he signed and sealed the said instrument as his 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 in this certificate above written.

Paul Bennett
Notary Public in and for the State of Washington
residing at Bellevue, Wash.

(Acknowledgment by Individual. Washington Title Insurance Company. Form L 28)

59263

AMENDMENT OF RESTRICTIONS ON SAN JUAN AVIATION ESTATES PLAT, SAN JUAN COUNTY, WASHINGTON

PURSUANT to Paragraph 11 of the Declaration and Imposition of Restrictions entered into under date of October 24, 1957, by the then owners of Lots in San Juan Aviation Estates Plat, San Juan County, Washington, granting the right to modify the restrictions and conditions imposed by said instrument, which instrument bears County Auditor's File No. 48675, San Juan County, Washington, consent and agreement is hereby given by the owners of two-thirds of all of the Lots or Tracts presently encompassed within the recorded plat of the said San Juan Aviation Estates to the following modification of said Declaration and Restrictions:

Filed at request of Frank L. Jensen JUN 16 1964

Marjorie C. Bergman, Auditor, San Juan Co., Wash.

EACH AND ALL of Lots 52 through 65, and 69 through 86, both inclusive, may each and all be divided in two (2) lots (half lots), of approximately equal area and each half lot may be sold separately and a single family residence or dwelling house with guest house, if desired, and usual outbuildings appurtenant to the use of a single family dwelling house may be erected upon each half lot or each portion of said lots as so divided; PROVIDED this modification shall not apply to those lots included in the above numbers which have previously been freed from said Declaration and Imposition of Restrictions and re-zoned to permit construction of hangars for private airplanes for the use of Tract owners or their guests, such amendment of restrictions being contained in document bearing County Auditor's File No. 47527 of the records of San Juan County, Washington.

- DATED THIS 16th DAY OF MAY, 1964
- | | |
|------------------------------|--|
| <u>Robert R. Fry</u> 132 | <u>Andrew Barnett</u> 140-47 |
| <u>Conrad C. Wright</u> 39 | <u>W. K. Wadsworth</u> 131-113 |
| <u>Herbert O. Reese</u> 54 | <u>Frank L. Jensen</u> (87 total lots) |
| <u>D. A. Sawyer</u> 121 | <u>Lawrence Sherka</u> 161 |
| <u>George K. Johnson</u> 14 | <u>Roger Adair</u> 9 |
| <u>W. J. Johnson</u> 136 | <u>John Caruthers</u> 142 |
| <u>W. H. Allen</u> 116 | <u>Fred N. Owen</u> 92 |
| <u>Harold L. Bestman</u> 120 | <u>W. J. Van Horn</u> 130 |
| <u>Richard Campbell</u> 127 | <u>Kermit A. Allen</u> 41 |
| <u>Walter E. Sudee</u> 129 | <u>Butch Marshall</u> 140 |
| <u>Allen D. Adell</u> 101 | <u>Edgar</u> 6 |
| <u>Samuel H. Conner</u> 52 | <u>John H. Johnson</u> 148 |
| <u>George Memphis</u> 115 | <u>A. Nordhoff</u> 31463 |
| <u>S. M. Perkins</u> 43 | <u>Robert K. Appole</u> 99410 39 |

59263

STATE OF WASHINGTON)
County of San Juan) SS.

On this day personally appeared before me

J. Leslie Gormley, Donald Douglas, Herbert D. Reece, G. A. Taylor,
George E. Johnson, M. E. Pringle, R. H. Alley, Harold L. Bartram,
Richard E. Campbell, Martin E. Guchee, Allen G. Odell, Samuel W. Caruthers,
George K. Hemphill, Myron S. Foster, W. K. Dallas, Floyd O. Johnson

to me known to be the individuals described in and who executed the within and foregoing instrument and acknowledged to me that they signed the same as their free and voluntary act and deed for the purposes therein mentioned.

Given under my hand and official seal this 17th day of May, 1964



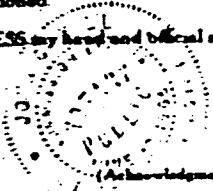
W. H. H. H.
Notary Public in and for the State of
Washington, residing at
Belleme

STATE OF WASHINGTON }
County of San Juan } ss.

On this 14 day of June, A. D. 1964, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn personally appeared W. Andrew Galbraith, Robert Lynch

to me known to be the individual 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 in this certificate above written.



W. H. H. H.
Notary Public in and for the State of Washington
residing at Belleme

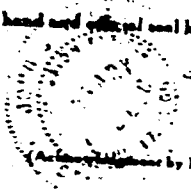
STATE OF WASHINGTON

59263

County of King

On this 21st day of May A. D. 1964 before me, the undersigned, a Notary Public in and for the State of Washington duly commissioned and sworn personally appeared A. E. Nordhoff and Robert K. Podhols 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 in this certificate above written.



[Signature]
Notary Public in and for the State of Washington
residing at Bellevue

(Authorized Signature by Individual, Washington Title Insurance Company, Form I.28)

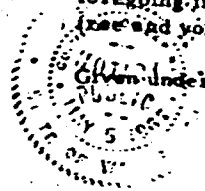
STATE OF WASHINGTON

County of King

On this day personally appeared before me

[Signature]

to me known to be the individuals described in and who executed the within and foregoing instrument and acknowledged to me that they signed the same as their free and voluntary act and deed for the purposes therein mentioned.



Given under my hand and official seal this 21st day of May, 1964.

[Signature]
Notary Public in and for the State of Washington, residing at Seattle

STATE OF WASHINGTON

County of KING

On this day personally appeared before me

ROGER A. BAIRD, PETER CAROTHERS, AND WALT VAN WAGENEN, AND FRED W. EHRLES

to me known to be the individuals described in and who executed the within and foregoing instrument and acknowledged to me that they signed the same as their free and voluntary act and deed for the purposes therein mentioned.

Given under my hand and official seal this 21 day of May, 1964.

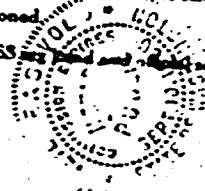


[Signature]
Notary Public in and for the State of WASHINGTON, residing at SEATTLE

STATE OF Washington }
County of King } m. 59263

On this 12th day of June A. D. 1964, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn personally appeared E. H. [unclear] to me known to be the individual described in and who executed the foregoing instrument, and acknowledged to me that he signed and sealed the said instrument as his 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 in this certificate above written.



[Signature]
Notary Public in and for the State of Washington
residing at [unclear]

(Acknowledgment by Individual, Washington Title Insurance Company, Form L 28)

STATE OF WASHINGTON)
County of SNOHOMISH) ss.

On this day personally appeared before me

Levi P. Sherk

to me known to be the individuals described in and who executed the within and foregoing instrument and acknowledged to me that they signed the same as their free and voluntary act and deed for the purposes therein mentioned.

Given under my hand and official seal this 19th day of May, 1964



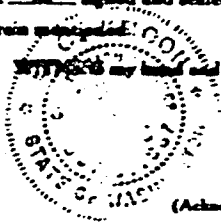
[Signature]
Notary Public in and for the State of Washington, residing at Stamwood

STATE OF WASHINGTON }
County of KING } m.

On this 12th day of June A. D. 1964, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn personally appeared S. H. Perkins

to me known to be the individual described in and who executed the foregoing instrument, and acknowledged to me that he signed and sealed the said instrument as his 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 in this certificate above written.



[Signature]
Notary Public in and for the State of Washington
residing at Seattle

(Acknowledgment by Individual, Washington Title Insurance Company, Form L 28)

STATE OF WASHINGTON)

County of

)ss.

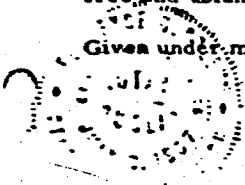
59263

On this day personally appeared before me

Kernit R. Allen

to me known to be the individuals described in and who executed the within and foregoing instrument and acknowledged to me that they signed the same as their free and voluntary act and deed for the purposes therein mentioned.

Given under my hand and official seal this 21st day of May, 1964.



Florence O'Brien

Notary Public in and for the State of Washington, residing at Seattle

STATE OF WASHINGTON)

County of King

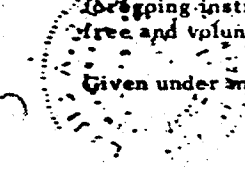
)ss.

On this day personally appeared before me

Earl K. Haggard

to me known to be the individuals described in and who executed the within and foregoing instrument and acknowledged to me that they signed the same as their free and voluntary act and deed for the purposes therein mentioned.

Given under my hand and official seal this 31 day of May, 1964.



James A. Ball

Notary Public in and for the State of Washington, residing at Edmonds

AMENDMENT OF RESTRICTIONS ON SAN JUAN AVIATION ESTATES PLAT, SAN JUAN COUNTY, WASHINGTON

PURSUANT to Paragraph 11 of the Declaration and Imposition of Restrictions entered into under date of October 24, 1957, by the then owners of Lots in San Juan Aviation Estates Plat, San Juan County, Washington, granting the right to modify the restrictions and conditions imposed by said instrument, which instrument bears County Auditor's File No. 48675, San Juan County, Washington, consent and agreement is hereby given by the owners of two-thirds of all of the Lots or Tracts presently encompassed within the recorded plat of the said San Juan Aviation Estates to the following modification of said Declaration and

Restrictions:

EACH AND ALL of Lots 52 through 63, and 69 through 86, both inclu-

sive, may each and all be divided in two (2) lots (half lots), of approximately equal area, and each half lot may be sold separately and a single family residence or dwelling house with guest house, if desired, and usual outbuildings appurtenant to the use of a single family dwelling house may be erected upon each half lot or each portion of said lots as so divided; PROVIDED this modification shall not apply to those lots included in the above numbers which have previously been freed from said Declaration and Imposition of Restrictions and re-zoned to permit construction of hangars for private airplanes for the use of Tract owners or their guests, such amendment of restrictions being contained in document bearing County Auditor's File No. 47527 of the records of San Juan County, Washington.

DATED THIS DAY OF MAY, 1964

Robert E. Luber 135
E. C. Buehler 114
Lee Luber 117
Leo Luber 139
Hamm on lot 69

Ray W. Anderson 21 and 70
Robert F. Lohan #1
C. Hoffman 36-37
W. Wood Wilson 19
M. O. 69
George Wilson - 19

Received for record at 1:10 PM JUN 16 1964

at request of Floyd J. Johnson
Marjorie C. Bergman, Auditor, San Juan Co., Wash.
Deputy

STATE OF Wash.)
County of Whatcom)ss.

59264

On this day personally appeared before me _____

Robert E. Foster, E. C. Burkhart, Bill Jones

to me known to be the individuals described in and who executed the within and foregoing instrument and acknowledged to me that they signed the same as their free and voluntary act and deed for the purposes therein mentioned.

Given under my hand and official seal this 7 day of May, 1964

[Signature]
Notary Public in and for the State of _____
residing at _____



STATE OF Washington)
County of San Juan)ss.

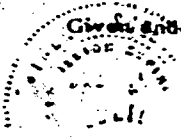
On this day personally appeared before me _____

Harriet M. Paul, Marian Paul, Wynona Nelson and
George Nelson

to me known to be the individuals described in and who executed the within and foregoing instrument and acknowledged to me that they signed the same as their free and voluntary act and deed for the purposes therein mentioned.

Given under my hand and official seal this 21 day of May, 1964.

[Signature]
Notary Public in and for the State of _____
residing at _____



STATE OF WASHINGTON)
County of Snohomish)ss.

On this day personally appeared before me _____

Leo Kane

to me known to be the individuals described in and who executed the within and foregoing instrument and acknowledged to me that they signed the same as their free and voluntary act and deed for the purposes therein mentioned.

Given under my hand and official seal this 19 day of May, 1964

[Signature]
Notary Public in and for the State of _____
Washington, residing at Rt. 2 Stanwood



STATE OF WASHINGTON)
County of SKAGIT) ss.

59264

On this day personally appeared before me ROY H. ANDERSON

to me known to be the individual^s described in and who executed the within and foregoing instrument and acknowledged to me that they signed the same as their free and voluntary act and deed for the purposes therein mentioned.

Given under my hand and official seal this 19th day of May, 1964

E. J. Swanson
Notary Public in and for the State of
WASHINGTON residing at HARVOT VERDOL

STATE OF Washington
County of Skagit ss.

On this day personally appeared before me

Robert L. Schenck and Lee Hoffman

to me known to be the individuals described in and who executed the within and foregoing instrument and acknowledged to me that they signed the same as their free and voluntary act and deed for the purposes therein mentioned.

Given under my hand and official seal this 19th day of May, 1964.

Esther R. Schenck
Notary Public in and for the State of
Washington residing at Oreas

99605

AGREEMENT FOR EXTENSION OF
DECLARATION AND IMPOSITION OF RESTRICTIONS

The undersigned is/are owner(s) of lot or tract no. 123
in San Juan Aviation Estates, a subdivision of a portion of
Blakely Island in San Juan County, Washington.

The San Juan Aviation Estates is subject to a Declaration
and Imposition of Restrictions, executed and recorded in 1957
and amended from time to time thereafter. Such Declaration ex-
pires on January 1, 1978 unless sooner extended according to
the terms of the instrument.

The undersigned hereby agree(s) that such Declaration and
Imposition of Restrictions, as amended to date, may be extended
from December 31, 1977 for a period of one year, and shall ex-
pire on January 1, 1979. During the period of such extension,
the Declaration shall remain in full force and effect, as amended
to date.

The undersigned hereby rescind(s) any prior Agreement for
Extension of Declaration and Imposition of Restrictions which may
have been executed by the undersigned during 1977.

DATED this 16 day of Nov., 1977.

Earl R. Fugate

STATE OF Wash,
County of Blaine) ss.

Personally appeared the above named Earl R. Fugate
and acknowledged the foregoing to be his voluntary act and deed.

BEFORE me this 16 day of Nov, 1977.

David P. [Signature]

OFFICIAL RECORD

VOL. 34 PAGE 317

Enclosure (2)

99605

AGREEMENT FOR EXTENSION OF
DECLARATION AND IMPOSITION OF RESTRICTIONS

The undersigned is/are owner(s) of lot or tract no. 137 in San Juan Aviation Estates, a subdivision of a portion of Blakely Island in San Juan County, Washington.

The San Juan Aviation Estates is subject to a Declaration and Imposition of Restrictions, executed and recorded in 1957 and amended from time to time thereafter. Such Declaration expires on January 1, 1978 unless sooner extended according to the terms of the instrument.

The undersigned hereby agree(s) that such Declaration and Imposition of Restrictions, as amended to date, may be extended from December 31, 1977 for a period of one year, and shall expire on January 1, 1979. During the period of such extension, the Declaration shall remain in full force and effect, as amended to date.

The undersigned hereby rescind(s) any prior Agreement for Extension of Declaration and Imposition of Restrictions which may have been executed by the undersigned during 1977.

DATED this 20 day of December, 1977.

Matthew C King

STATE OF Washington
ss.
County of Whatcom)

Personally appeared the above named _____
and acknowledged the foregoing to be _____ voluntary act and deed.

BEFORE me this 20 day of December, 1977.

Christine T Hunter
NOTARY PUBLIC FOR
My Commission Expires: July 22, 1980
Residing at: Shrout, Washington

AMENDMENT AND EXTENSION OF DECLARATION

We, the undersigned owners of the listed lots or tracts within the recorded plat of San Juan Aviation Estates, hereby extend the term of the Declaration and Imposition of Restrictions for San Juan Aviation Estates, originally recorded December 10, 1957, under Auditor's File No. 48675, and as amended from time to time thereafter. The term shall be extended from December 31, 1993, to December 31, 1994, at which time the Declaration will expire unless renewed and carried forward in time ~~extended~~, or modified in accordance with its terms.

Harold & Betty Bartram
Betty J. Bartram

Dated: 11/19, 1993.

Owner: HAROLD & BETTY BARTRAM

Lot Number(s) 137

STATE OF Arizona)
COUNTY OF Yuma) SS

On this day personally appeared before me _____ to me known to be the individual described in and who executed the within instrument and acknowledged that he signed and sealed the same as his free and voluntary act and deed for the uses and purposes herein mentioned.

GIVEN UNDER MY HAND AND OFFICIAL SEAL this 19th day of November, 1993.

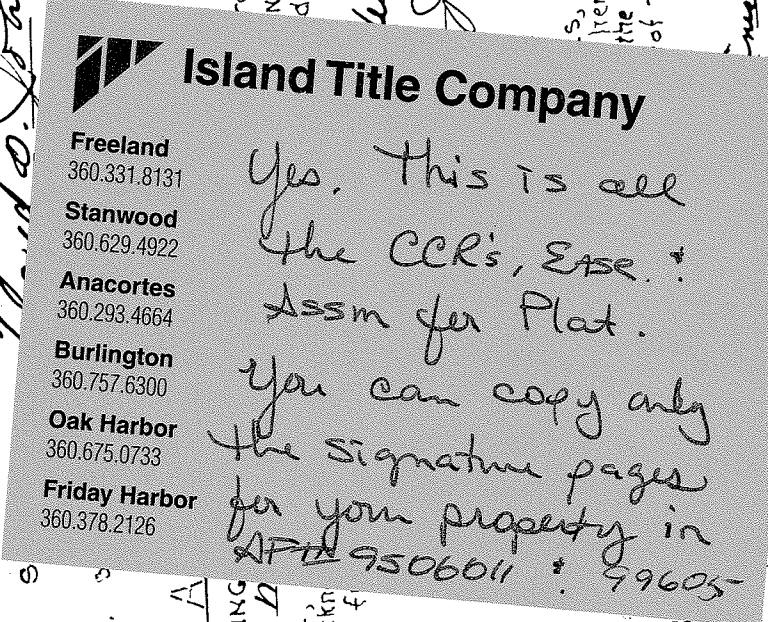
Adrienne M. Rome
NOTARY PUBLIC in and for the
State of Arizona
residing at Yuma:
My appointment expires:
3-1-96



DEDICATION

The undersigned, FLOYD O. JOHNSON, OLGA L. JOHNSON, husband and wife, do hereby certify that they are the co-owners of the property hereon shown plotted, and declare the PLAT, as per title shown below, and dedicate to the use of the public forever, all the roads, alleys and parks shown hereon, and the use thereof for all public purposes. In witness whereof we have hereunto set our hands and seals

Floyd O. Johnson
Olga L. Johnson



Island Title Company
 Freeland 360.331.8131
 Stanwood 360.629.4922
 Anacortes 360.293.4664
 Burlington 360.757.6300
 Oak Harbor 360.675.0733
 Friday Harbor 360.378.2126

Yes, this is all the CCR's, EASE, Assm for Plat.
You can copy only the signature pages for your property in APN 95066011 & 99605-

STATE OF WASHINGTON
 the 14th day of Jan
 NOTARY PUBLIC,
 to me, who did acknowledge
 and of their own free will.

The undersigned do hereby certify that I, E. M. G. HAM, professional surveyor, declare the PLAT shown hereon to be correct and true, and that the use thereof for all public purposes is for the benefit of the public.

W. Epton NOTARY PUBLIC
Jan. 6 1958

W. Epton husband and wife,
 hereon shown plotted
 the use of the public
 of for all public purposes.

CERTIFICATE
 I, E. M. G. HAM, PROFESSIONAL SURVEYOR, declare that the PLAT shown hereon is correct and true, and that the use thereof for all public purposes is for the benefit of the public.

Edward V. Davis
 signed

ACKNOWLEDGEMENT
Third Division

TERRITORY OF ALASKA
 on the 25th day of May 1955, there did appear before me, the undersigned NOTARY PUBLIC, one LLOYD O. HINES & MARGARET HINES, his wife, both known to me, who did acknowledge making the above certification and dedication voluntarily and of their own free will.

Signed Edward V. Davis

MY COMMISSION EXPIRES 11 7 1958

59-1968
 3-1969
 6-1969

This Gov. call in and

of a 50 at f All the " OF 28 00: T.C.

62292

Received for record on 10/13/64 OCT 13 1964

EASEMENT

at request of Walter J. Bergman, Auditor, San Juan Co, Wash
by Vera Jensen, Deputy

THIS INDENTURE made this 3rd day of September,
1964, between BLAKELY ISLAND MAINTENANCE COMM.

hereinafter called "Grantor, parties of the first part, and
INTER-ISLAND TELEPHONE COMPANY, hereinafter called "Grantee,
party of the second part,

WITNESSETH:

That the Grantor, for and in consideration of the
sum of \$ 1.00, and other valuable consider-
ation, receipt of which is hereby acknowledged, conveys and grants
to Grantee, its successors and assigns, the right, privilege and
authority to construct, erect, alter, improve, repair, operate
and maintain a telephone line or lines, together with necessary
appurtenances thereto, over, across, or upon the following described
lands and premises situated in the County of San Juan, State of
Washington, to-wit:

X All dedicated streets, roadways, or easements
dedicated for public use owned by Grantors in-
cluded in the recorded plat of San Juan Aviation
Estates, Inc., situate in the County of San Juan,
State of Washington. X

All of said construction shall be done in a suitable
and proper manner in accordance with the accepted standards in the
industry, and provided that no lines or poles will be erected so
that the same will in any manner interfere with the use of the
airstrip located on said property without the specific approval
of Grantor, or the appropriate governmental agency if such consent
shall be required by law.

Grantee shall have right of ingress to and egress from
said lands across adjacent lands of the Grantor for the purpose
of constructing, reconstructing, repairing renewing, altering,
changing patrolling and operating said line, and the right at any
time to remove said telephone lines and appurtenances from said lands.

Also the right at all times to cut all brush and timber,
and trim all trees standing or growing upon said lands which in the
opinion of the Grantee constitute a menace or danger to said line.

73091
AMENDMENT TO RESTRICTIONS AND PLAT OF THE SAN JUAN AVIATION ESTATES

PURSUANT to the provisions of Paragraph 11 of the Declaration and Imposition of Restrictions heretofore filed and relating to the plat of San Juan Aviation Estates, a subdivision of Blakely Island in San Juan County, Washington, the undersigned owners of not less than two-thirds of all the lots of said plat hereby amend Paragraph 9 of the Declaration and Imposition of the Restrictions thereof in its entirety as follows:

9. A. Board of Governors - Election - Term: The Board of Governors hereinabove provided shall consist of seven (7) members and ~~shall~~ be the same Board of Governors elected by the Blakely Island Maintenance Commission, a corporation authorized and existing under the laws of the State of Washington, and shall be elected from the owners of tracts of said San Juan Aviation Estates by an election to be held in the club house in said subdivision at 5:00 p.m. on a Saturday nearest in time to the Fourth of July of each year. The election of the Board of Governors shall be accomplished by one vote for each owner of a tract or tracts of said San Juan Aviation Estates, rather than one vote for each tract or lot included in said plat. Each owner shall have one vote in the corporation regardless of the number of lots owned or being purchased by said person. For the purpose of these restrictions, the term "Owner" shall mean the record owner, whether one or more persons or entities, of the fee simple title to any lot within the plat; provided, a contract purchaser, if his contract be in good standing, shall have the right to vote in lieu of the record owner, but if his contract shall not be in good standing, his right so to vote shall be abated and the record owner shall be entitled to vote as "owner" of said lot. If any lot or lots are held jointly by two or more persons, the several owners of such interest shall be entitled to one vote and in the event of such joint ownership, the said joint owners shall designate one number as "Member". The term of office of each Governor shall be for three (3) years; provided, that the initial Board shall be elected at a special election to be held on the 15th day of November, 1957, and the terms of office of the initial Board shall be, as to two (2) of such members until the next following regular election only; as to an additional two (2) of such members only until the second regular election following such special election; and as to the remaining three (3) of such members until the third regular election following such special election. The initial Board shall determine between themselves by lot the durations of their respective terms under the foregoing formula; and vacancies occurring under such formula shall be filled in rotation at the following regular elections.

B. Board of Governors - Powers and Duties: The Board of Governors shall have power to determine and pass upon those matters hereinbefore specified for delegation to them. In addition, they shall have the following powers with reference to the said San Juan Aviation Estates:

1. To prescribe and secure the enforcement of reasonable police regulations to secure the safety, confort and convenience of the various tract owners and occupants.
2. To pass, administer and enforce building restrictions in accordance with Paragraph 4 of the Declaration and Impsotion of Restrictions filed herein.
3. To acquire, maintain, repair and improve, on behalf of the corporation, roads, airport and airport facilities, water supply and all equipment, pipe lines, pumps, reservoirs and easements in connection therewith.
4. To supply and insure fire protection, and to buy, sell, use and own, through said corporation, necessary and proper equipment in connection therewith.
5. To maintain and administer garbage disposal facilities.

Received for record at 11:44 AM MAR 9 1970

at request of Blakely Island Maintenance Commission

Page One of 1
Margaret C. Bergman, Auditor, San Juan Co., Wash.

M. J. Leibel, Dep.

Vol. 16 PAGE 450

6. To levy and collect assessments upon any and all owners of the properties contained in such plat for the benefit of said owners, all in accordance with the By-Laws and Articles of Incorporation of said corporation.

7. To have the power, through said corporation, under prior approval of its members, to incur indebtedness on behalf of the corporation, to finance said improvements and maintain the same, and said plat of San Juan Aviation Estates and the property contained therein shall be subject to the control and management of said corporation in the manner aforesaid, which corporation shall act in accordance with its Articles of Incorporation and By-Laws and the mandate and approval of its members, all as provided therein. The aforesaid plat or any portion thereof shall be subject to any lien asserted by said corporation for the rendition of its services and for the payment of its assessments.

8. Through said corporation, upon prior approval of its members, to acquire and own real or personal property, within, contiguous or adjacent to the plat of San Juan Aviation Estates, and to levy assessments against the owners thereof for the payment of the acquisition price, taxes and costs of maintenance of the real or personal property.

Nothing herein provided shall be construed so as to lessen any of the restrictions already imposed relating to the subject property contained in the plat of the San Juan Aviation and Yachting Estates or any adjacent or abutting property which shall hereafter become subject to the said plat restrictions.

C. Assessments - Enforcement: The assessments provided for in subsection A hereof, together with such interest thereon and costs of collection as are hereafter provided, shall be a charge upon the land and shall be a continuing lien, running with the land, upon the lot or lots against which such assessment is made.

If any assessment or installment thereof authorized to be levied pursuant to this section is not paid within 30 days after the first day of the calendar month in which notice of collection thereof is mailed to the owner by the corporation, it shall bear interest at the rate of 12% per annum, from the due date thereof, and the corporation, through its Board of Governors may bring an action at law against the owner personally obligated to pay the same and/or may institute an action to foreclose the lien against the property subject to assessment, and there shall be added to the amount of such assessment all costs and expenses in connection with such suit, and also a reasonable sum as attorney fees, which sums shall be included in any judgment or decree entered in such suit.

D. Membership - Blakely Island Maintenance Commission: All persons owning any lot, part or a portion of said San Juan Aviation Estates, or persons who are contract vendees of such property, shall be members of the Blakely Island Maintenance Commission, Inc., and no lot may be purchased or contracted to a purchaser, nor sold by any owner of any lot or lots unless and until he shall be accepted for membership by said corporation, and applicants for membership may be approved or disapproved by said corporation, acting in accordance with its By-Laws.

IN WITNESS WHEREOF, we have signed this Amendment to the Restrictions and Plat of the San Juan Aviation Estates this 15th day of August, 1969.

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RESOLUTION OF THE BOARD OF GOVERNORS OF
THE BLAKELY ISLAND MAINTENANCE COMMISSION
IMPOSING AND ASSESSING LIENS AGAINST
REAL PROPERTY SITUATE IN THE PLAT OF
SAN JUAN AVIATION ESTATES.

WHEREAS, the By-Laws of the Blakely Island Maintenance Commission and the Declaration and Imposition of Restrictions to the Plat of the San Juan Aviation Estates authorize the acquisition and ownership of real and personal property by the Blakely Island Maintenance Commission, within, contiguous or adjacent to the Plat of the San Juan Aviation Estates, and the levying of assessments by said Maintenance Commission against the owners of lots within the plat of said San Juan Aviation Estates for the payment of the acquisition price, taxes and costs of maintenance of said real or personal properties; and,

WHEREAS, the membership of the Blakely Island Maintenance Commission, at the annual meeting of the corporation, held on July 5, 1969, authorized and directed the Board of Governors thereof to acquire a parcel of land 600 feet in width and commonly known as the "buffer strip" next adjoining the south and east sides of the Plat of San Juan Aviation Estates, which property is more particularly described hereinafter, and to impose assessments against the owners of lots in said Plat for the payment of the purchase price thereof in the manner hereinafter set forth;

NOW, THEREFORE,

BE IT RESOLVED By the Board of Governors of Blakely Island Maintenance Commission as follows:

Section 1. That there is hereby levied an assessment against all of the lots situate in the Plat of San Juan Aviation Estates, according to Plat recorded in Volume 2 of Plats, Pages 105, 105-A and 105-B, Records of San Juan County, Washington, for the purpose of acquiring a parcel of land 600 feet in width commonly known as a buffer strip next adjoining on the southerly and easterly sides of San Juan Aviation Estates, with continuations of the Southerly and Easterly borders of such extended area to Puget Sound, both to the South and to the East, less any portions thereof which lie in Government Lot 2 of Section 32, Township 36 North, Range 1 West of the Willamette Meridian, by the Blakely Island Maintenance Commission for the sum of Sixty-Eight Thousand Seven Hundred Fifty and No/100 (\$68,750.00) Dollars, which assessments shall be levied and charged against the lots

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contained in the plat of the San Juan Aviation Estates in the sum of \$360.00 for each lot, improved or unimproved.

Section 2. Assessments or any portion thereof may be paid at any time within thirty (30) days from the date of mailing of the notice of collection of assessments by the Secretary of the Blakely Island Maintenance Commission to the owners of all property subject to assessment without penalty, interest or costs, and thereafter the sum remaining unpaid, if any, may be paid in ten (10) equal annual installments or twelve (12) equal monthly installments, at the option of the lot owner, with interest on the whole unpaid sum at the rate of 6% per annum. At the expiration of the said 30 day period, and on the same day of each month or year thereafter as appropriate to the installment payment method selected by the lot owner, one of said installments, together with the interest due, shall be collected as provided by law, the By-Laws of the Blakely Island Maintenance Commission and the Amendment to Restrictions and Plat of the San Juan Aviation Estates; installments of assessments not paid when due shall be delinquent and there shall be added to the same a penalty of 12% of the amount of the overdue installment and interest, and such penalty shall become a part of the lien upon the property assessed.

Section 3. There is hereby created in the office of the Treasurer of the Blakely Island Maintenance Commission a new account, said account to be known as the "Buffer Strip Assessment Account" and all disbursements and receipts relating to the assessments or buffer strip property provided herein shall be debited to or credited to said account by the Treasurer of the Blakely Island Maintenance Commission.

DATED and SIGNED this 21st day of February, 1970.

BLAKELY ISLAND MAINTENANCE COMMISSION, INC.

By *[Signature]*
President

ATTEST:

[Signature]
Secretary

Received for record at 11:50AM MAR 9 1970
at request of Blakely Island
by C. R. ... Auditor, San Juan Co., Wash.
[Signature]

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BLAKELY ISLAND COVENANTS

(June 1, 1995)

WHEREAS, the parties to this instrument are the owners of all property in the San Juan Aviation Estates, a subdivision of a portion of Blakely Island in San Juan County, Washington; and

WHEREAS, the said San Juan Aviation Estates was designed, platted, and is maintained as a quality single-family residential community; and

WHEREAS, it is to the advantage of all present and future owners of lots and tracts in the San Juan Aviation Estates that the use, construction, occupancy and disposition of all lots and tracts, be subject to the restrictions and covenants set forth in the following paragraphs;

NOW, THEREFORE, in consideration of the benefits provided to each owner from the imposition of restrictive covenants set forth in the following paragraphs, each of the owners does join in and adopt these covenants and does specifically consent and agree that each and every lot and tract within the San Juan Aviation Estates in which he or she shall have any interest at law or in equity, shall be bound by these covenants and restrictions, which shall run with the land and be binding on all successors in interest and title. THE OWNERS AGREE AS FOLLOWS:

1. Effective Date and Revocation of Prior Restrictions

The effective date of the Blakely Island Covenants (hereinafter referred to as BIC) is July 1, 1995. The BIC supersedes any and all prior Imposition of Restrictions and amendments thereto, and all prior Imposition of Restrictions and amendments thereto are hereby revoked in their entirety as of the effective date of the BIC.

2. Enforcement, Term and Amendments

A. Enforcement. The restrictions and conditions contained in the BIC are established as a part of a general improvement plan for the benefit of all present and future owners of tracts or lots in the San Juan Aviation Estates; and as such, the same may be enforced by any owner of any tract or lot within such subdivision against any other tract or lot owner.

B. Term. The covenants, conditions, restrictions, and reservations of this BIC shall run with and bind the land subject to the BIC from the date the BIC is recorded for a period of twenty (20) years and six (6) months, or until December 31, 2015, whichever date is longer in duration; provided, however, that in the event the BIC has not been renewed, extended, or amended by December 31, 2015, then this BIC shall automatically be

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BLAKELY ISLAND COVENANTS - 1

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OFFICIAL RECORD VOL-512 PAGE 375

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extended until such time as the BIC is renewed, extended, or amended; and further, provided, however, that this BIC may be amended from time to time as provided below.

- C. Amendments. The restrictions and conditions herein imposed may be amended, renewed, or extended in whole or in part, at any time or at once, by written instrument duly executed and acknowledged by the owners of not less than two-thirds (2/3) of all of the lots or tracts included within the recorded plat of the San Juan Aviation Estates at the time of the vote on the amendment. Any such approved amendment and the instrument effecting such amendment shall be placed on record with the County Clerk of San Juan County and shall be, from the date of such record, binding upon all of the tracts or lots in said San Juan Aviation Estates, and also on all of the owners of all of such tracts and lots. Any change in use of a lot or plat and any future addition to the San Juan Aviation Estates must comply with this paragraph, except those parcels referenced in paragraph 12(D).

3. Definitions

When referred to in the BIC, the following definitions shall apply:

- A. "BIMC Assessed Lot" shall mean and refer to all lots or parcels in the San Juan Aviation Estates that pay either a whole or one-half assessment imposed and levied by the Blakely Island Maintenance Commission.
- B. "BIMC" shall mean and refer to the Blakely Island Maintenance Commission, Inc., which is the corporation charged with the responsibility of providing maintenance and operation for the San Juan Aviation Estates.
- C. "Board" shall mean and refer to the Board of Governors of the Blakely Island Maintenance Commission, Inc.
- D. "Capital expenditures" are expenses for equipment or for improvements to property which are not maintenance costs and refer primarily to acquisition of new property or assets of a capital nature with a useful life exceeding one year.
- E. "Entity" shall refer to any trust, partnership, corporation, association, or joint venture which shall be subject to the provisions of paragraphs 5B and 5C, as well as the other provisions of the BIC, and shall include only one family. This definition shall not include reference to the BIMC.
- F. "Family" shall mean and refer to immediate family.

BLAKELY ISLAND COVENANTS - 2

- G. "Guest" is any person who is not a member of the BIMC.
- H. "Immediate family" shall refer to and include parents and lineal descendents of owners.
- I. "Lot" or "Tract" shall mean and refer to each separate plot of land recorded with the San Juan County Auditor.
- J. "Member" or "BIMC member" shall mean and refer to the individual or family who is a member of the BIMC.
- K. "Owner" shall mean and refer to the record title holder of one or more lot(s) or tract(s) in the San Juan Aviation Estates.
- L. "Single-family residence" shall mean and refer to a residence constructed, maintained, and occupied as a residence for one family and temporary guests.
- M. "Upper Island" shall mean and refer to all Blakely Island property containing easement rights conveyed by the Non-Exclusive Easement recorded under San Juan County Auditor File Number 83996.
- N. "Voting member" shall mean and refer to the designated member from the family or entity that has the voting rights for that family in the BIMC.

4. Commercial Tracts and Lots

The following lots, tracts, and/or improvements of the San Juan Aviation Estates may be used for business or commercial purposes, and are expressly excepted from the limited residential restrictions contained in Paragraph 5(A); provided, however, that nothing in this exception shall be deemed to permit multifamily residential use on any such commercial parcels. Except as specifically related to the restricted residential use of lots contained in Paragraph 5(A), commercial lots or tracts must otherwise adhere to the remaining provisions of Paragraph 5 and all other provisions of the BIC.

- A. Runway and owner airplane parking strip. (These parcels are subject to the provisions of paragraph 12[D].)
- B. The tract made up of the marina, store, dock, and its parking area.
- C. The tract consisting of lots 57, 58, 59, 77, 78, and 79 shall be used exclusively for construction and use as hangars for private airplanes or

parking of vehicles or airplanes.

- D. Lots 143 through 155, inclusive, may be used for commercial or business purposes; provided, however, that Lot 143 will have a 15-foot buffer strip between it and Lot 142 in which no trees and vegetation shall be removed without consent of the owners of Lot 142. If any of these lot(s) is used for residential purposes, the use shall then conform to all other residential lots.
- E. Recycling Center subject to Buffer Strip Rules and Amendments.
- F. Water treatment plant and reservoirs.
- G. Tennis court and adjacent parking subject to Buffer Strip Rules and Amendments.
- H. Firehouse, post office, and BIMC shop.

5. Residential Lots

- A. Existing Residential Lots. Except as provided for in paragraph 4 above, or unless specifically referenced in this paragraph, all lots shall be exclusively developed and used for one private single-family residence. The following are residential lots:

A, B, C, D, 1 through 6; 8 through 15; 17 through 49; 49A, 49B, 49C; 50, 51, 52, 52A, 53, 53A, 54, 54A, 55, 55A, 56, 60, 61, 61A, 62, 62A, 63, 63A, 64, 64A, 65, 66, 67, 68, 69, 69A, 70, 70A, 71, 71A, 72, 72A, 73, 74, 74A, 75, 75A, 76, 80 through 142; 156, 158, 160, 161, 162, 163, SP-1, SP-2, Meadow/Tidelands, F9/F10; North Point 1 through 5.

- B. No residence may be constructed, remodeled, altered, or used for any form or version of a multifamily residence. Nothing in this paragraph shall prevent the construction of a guest house or other detached building, such as a garage or a storage shed. No residence or guest house may be rented or leased without Board approval, except to a current BIMC member. No lot may be owned by more than one family or entity. If an entity other than a single family is the owner of any lot, the entity shall include only one family. Nothing in this paragraph shall prevent any owner from including, or transferring title to, other members of his or her immediate family as owners. No building or any part thereof erected on any of said residential lots or tracts, shall be used or occupied as a flat, apartment house, hotel, boarding or lodging house, hospital, sanitarium, store, market, service station, or any other business, commercial, or manufacturing purpose that

adversely compromises the residential character of the plat or that is offensive to adjacent neighbors. No residence shall be owned, used, or maintained as a corporate retreat, time-share, or any similar use which is inconsistent with the specific intent that the use of each residence shall be exclusively for the purpose of housing one single family who are the owners of the lot. No trailer house, camper trailers, or temporary structures shall be erected, kept, or occupied upon any lot or tract. Recreational tents may be erected on an occasional overnight basis, but shall not remain erected for more than a seven (7) day period without prior written approval by the Board of Governors.

- C. Lots owned by more than one family at the time of adoption of the BIC may continue to be owned and jointly used as a single-family residence by the existing owners. The remaining provisions of paragraph 5 shall apply.

6. Additions to San Juan Aviation Estates

There shall be no additions of lots or amendment to the plat of the San Juan Aviation Estates, except as may be provided for in an amendment to the BIC pursuant to the provisions of paragraph 2(C).

7. Membership – Blakely Island Maintenance Commission

All persons owning any lot, tract, or portion of the San Juan Aviation Estates, or any person who is a contract vendee or successor owner of such property, shall be members of the Blakely Island Maintenance Commission, Inc. No lot may be purchased or contracted to a purchaser, nor sold by any owner of any lot or lots, unless and until said purchaser shall be accepted for membership in the BIMC. All applicants for membership shall be approved or disapproved by said corporation, acting reasonably and in accordance with the BIMC Bylaws. Membership in the BIMC shall be in the name of one single family or one entity. For voting purposes, each entity or member family shall designate one person as the "voting member" who shall cast all votes. Membership in the BIMC shall specifically be subject to the provisions of paragraph 15.

8. Construction and Improvements to Property

- A. No building upon any tract or lot, including those properties excepted from the residential area and as designated in paragraph 4 hereof, shall be constructed or remodeled until and unless the provisions of BIMC building restrictions and regulations have been met to the satisfaction of the Board and until the owner has received a letter from the Board determining compliance with such restrictions and regulations, and until the general plan

thereof shall have been approved by the Board of Governors. All dwelling houses and all other buildings shall conform in all respects to the applicable building, sanitary, plumbing, and electrical codes of San Juan County and the State of Washington.

- B. The Board of Governors shall require each owner who requests approval to build or construct any residence or other structure, including but not limited to a garage, guest house, workshop, or storage facility, to submit to the Board detailed plans of the intended construction, including documentation demonstrating the maximum height and maximum width (including all overhangs, gutters, etc.); proposed setbacks; exact location of adjoining or neighboring residences; a description of the likely impact of the construction on the adjoining or neighboring property and views; and the percentage of coverage of structures on the subject lot. Prior to approval of the requested construction, the Board of Governors shall consider each of the above aspects of the requested construction and shall make or establish whatever adjustments or conditions to the construction request as they shall deem to be reasonable and appropriate to preserve and protect the use, views, and property values of properties adjacent to the subject property. Any approval of the requested construction shall be conditioned upon compliance with the adjustments or conditions imposed by the Board of Governors. Any requirement for conditions or adjustments imposed by the Board of Governors which is different from or at variance with BIMC building codes/restrictions shall be subject to an immediate appeal to owners pursuant to the voting procedures in paragraph 12.
- C. As of January 1996, all new roofs or reroofs constructed on any dwelling or other structure in the San Juan Aviation Estates shall be fire-rated in accordance with the San Juan County Building Code and the class of fire rating shall be the highest fire-resistant rating that is reasonable for the subject residence without requiring significant structural changes.

9. Completion of Construction

No construction on any tract or lot shall be left incomplete in the course of construction and, once construction has been commenced, it shall be expeditiously carried to exterior completion in accordance with the approved plans and specifications. The exterior construction shall proceed without interruption and be completed within eighteen (18) months from the date the original permit for construction is issued by San Juan County. The construction schedule will be adjusted to include additional days for those which have been documented to be stalled for reasons beyond the control of the owner. In the event of strikes, unavailability of materials, fire, acts of God, or other similar causes which are

entirely beyond the control of the owner, the Board shall have the right to extend the completion date for a single six (6) month period upon a showing of good cause by the property owner. Shortage of funds with which to complete any construction shall not be recognized as good cause or a cause beyond the control of the owner.

10. Rubbish and Debris – Unsafe Conditions

No rubbish, trash, debris, unsightly or offensive materials or items shall be allowed or permitted to accumulate on any lot or tract, nor shall such items be allowed to remain exposed to public view. No condition which creates a hazard or is unsafe to the public or adjoining property owners shall be permitted to exist or accumulate on any tract or lot. The Board shall have the power to determine and identify any such items that they, in their discretion, shall determine to be precluded by this paragraph.

11. Board of Governors

A. Election – Term.

(1) The Board of Governors shall consist of seven (7) members and shall be the same Board of Governors elected by the Blakely Island Maintenance Commission, a corporation authorized and existing under the laws of the State of Washington, and shall be elected from the owners of the lots or tracts of said San Juan Aviation Estates by an election to be held on said subdivision on a Saturday nearest in time to the Fourth of July of each year at a time and place designated to the BIMC members in writing by the Board of Governors at least thirty (30) days in advance of said Saturday. The election of the Board of Governors shall be as provided for in paragraph 12.

(2) The term of office of each Board member shall be for three (3) years.

B. Powers and Duties – General. The Board of Governors shall have power to determine and pass upon the matters delegated to them in the BIC. In addition, they shall have the following powers with reference to the said San Juan Aviation Estates:

(1) To prescribe for BIMC member approval and then secure the enforcement of reasonable police regulations to secure the safety, comfort, and convenience of the various lot or tract owners and occupants.

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- (2) To administer and enforce building restrictions in accordance with paragraph 8 and 9 of the BIC.
- (3) As approved by the BIMC members at the annual meeting, maintain, repair and improve, on behalf of the corporation, roads, airports and airport facilities, water supply and all equipment, pipe lines, pumps, reservoirs, and easements in connection therewith.
- (4) To maintain and administer fire protection, and to buy, sell, use and own, through said corporation, necessary and proper equipment in connection therewith.
- (5) To maintain and administer garbage disposal facilities.
- (6) To maintain and administer the water treatment plant.
- (7) To levy assessments for operating and maintenance expenses, and to collect such assessments upon owners of the properties contained in such plat in accordance with the BIC and the BIMC Bylaws and Articles of Incorporation. The San Juan Aviation Estates plat, or any assessed lot or tract thereof, shall be subject to any liens assessed by the BIMC.
- (8) To have the power, through the BIMC, after approval of its members, to incur indebtedness on behalf of the BIMC, to finance said improvements and to maintain the same. The plat of San Juan Aviation Estates and the property contained therein shall be subject to the control and management of the BIMC in the manner described in this BIC, and in accordance with the BIMC Articles of Incorporation and Bylaws and the mandate and approval of its members.
- (9) Through the BIMC, after approval of its members, to acquire and own real or personal property, within, contiguous or adjacent to the plat of San Juan Aviation Estates, and to levy assessments against the owners of assessed lots or tracts for the payment of the acquisition price, taxes and costs of maintenance of the real or personal property; provided, however, that such property must be reasonably necessary for BIMC use and benefit.
- (10) On behalf of the BIMC, after approval of its members, to execute easements, licenses, conveyances and other legal documents to carry out the business interests of the BIMC.

C. General Enforcement Provisions and Penalties. The owners recognize that the provisions of the BIC must be followed by all owners in a timely and reasonable manner in order for there to be benefit to all owners for imposing these covenants. Therefore, the owners grant to the Board the following powers, in addition to those powers set forth in Paragraph 11B above. In the event that the Board of Governors determines that there is an existing violation of the terms of the BIC, the Board shall have the following powers and shall proceed accordingly:

- (1) To notify the owner of the violation and request the owner to remedy the violation within a stated and reasonable period of time; the owner shall within a reasonable time either remedy the condition or contact the Board with any explanation or extenuating circumstance which is believed to affect the subject matter of the Board's notice.
- (2) In the event the owner fails to comply with the request identified in paragraph 11(C)(1), above, and if the Board has not granted an extension of time for such compliance, the Board shall provide written notice to the owner, by Certified Mail with Return Receipt Requested, of a formal demand to remedy the violation by a stated reasonable deadline and describing in detail the action to be taken by the Board if the violation is not remedied by the stated deadline. The options which shall be available to the Board to remedy the violation in the event of the failure of the owner to remedy the violation shall include the following:
 - a. Imposing a reasonable monetary daily penalty for failure to comply with the notice. The amount of the reasonable daily penalty shall be determined by the Board, taking into consideration the seriousness of the violation and the urgency for compliance; and shall not be punitive in nature; and/or
 - b. Commencing litigation designed to secure compliance of the remedy. In the event litigation is commenced, the owner who is in violation shall be obligated to pay all costs of such litigation, including the payment of reasonable attorneys' fees.
 - c. If approved and provided for by court order, to complete the work necessary to obtain compliance of the remedy, either by using the service of employed personnel or outside contractors. In any event, the owner shall be charged the reasonable value of the cost of remedying the violation and

the owner shall be charged with interest on the unpaid balance at the rate of 12 percent (12%).

- d. In the event the owner fails to pay the costs, penalties or charges as referenced in sections 11(C)(2)(a), (b), (c) above, the Board shall have the right to file a lien on the owner's property to secure payment of the obligation;
- e. In the event the lien referenced in the immediately preceding paragraph section 11(C)(2)(d) is not paid and satisfied within six (6) months, the Board shall consider foreclosure on the lien to satisfy the obligation.
- f. In order to ensure that the Board has funds available to enforce the compliance of remedies or violations, the Board shall have the right to use any emergency or contingency funds available to the BIMC to fund enforcement proceedings.
- g. The Board shall at all times have the ability to determine that an extreme and emergency circumstance exists which requires the immediate correction of a violation in order to maintain reasonable safety for persons on the plat. In such circumstances, the Board may identify such emergency, attempt to notify the owner by telephone, and may correct the violation or condition without further notice at the owner's expense.

D. Hold Harmless and Indemnity. In consideration of the Board of Governors' service on behalf of the owners, the owners hereby hold the Board of Governors harmless for any and all liabilities they might incur while serving in their capacity as a Board member. Further, the owners agree to indemnify any Board member who shall become liable for any damages as a result of his or her service as a member of the Board of Governors. This agreement to hold harmless and indemnify the Board of Governors shall include the cost of reasonable attorneys' fees incurred by the Board member, but shall not include any agreement or obligation to hold harmless, indemnify, or pay attorneys' fees for any Board member for any illegal act, intentional wrongdoing, malicious act, or for libel and slander, if in fact such determination is made by a trier of fact.

12. Voting and Election Procedures

- A. Except as provided for in paragraph 2(C), each voting member shall have one vote in the corporation for each lot or tract owned by the BIMC member that is currently paying a whole or one-half (1/2) assessment in the San Juan Aviation Estates, PROVIDED, HOWEVER, that if any assessment to the San Juan Aviation Estates is in arrears as of the date of the vote, the right to vote for that parcel shall be suspended and void for that election and any future election until the assessment is paid in full.
- B. If any lot(s) or tract(s) is held jointly by two or more persons or entities, and if BIMC assessments are being paid on said lot(s) or tract(s), the owners of the lot(s) or tract(s) shall be entitled to a single vote and in the event of such joint ownership, the joint owners shall designate one person as the "voting member."
- C. A majority vote of those present or by proxy and eligible to vote pursuant to paragraph 12(A) above shall be required to pass any issue and these procedures shall apply to, but shall not be limited to, election or removal of the Board of Governors, capital assessments, maintenance assessments, and all other general business matters requiring voting by mail or at any meeting of the BIMC; provided, however, that a quorum must exist of those present in order to pass any issue.
- D. The parcels and property designated and used for runway and owner airplane parking strips, described in paragraph 4(A), shall not be changed from its existing airplane use, except by a written instrument duly executed and acknowledged by the owners of not less than eighty percent (80%) of all BIMC lots or tracts within the San Juan Aviation Estates which are recorded with the County Auditor at the time of the vote. Any other change in use of a lot or plat and any future addition to the San Juan Aviation Estates must comply with paragraph 2(C).
- E. Any issue that can be voted on in-person can also be voted on by mail. If the vote is to be conducted by mail, the Board or BIMC member shall mail all written material concerning the issue, including an appropriate ballot and a stamped return envelope, to each voting member at least thirty (30) days prior to the deadline for counting the votes. The Secretary of the Board shall keep all written ballots for at least two years.

13. Assessments

The assessments provided for in subsection 11(B)(7) hereof, together with such

interest thereon and costs of collection as are hereafter provided, shall be a charge upon the land and shall be a continuing lien, running with the land, upon the lot or lots against which such assessment is made.

If any assessment or installment thereof authorized to be levied pursuant to this section is not paid within thirty (30) days after the last day of the calendar month in which notice of collection thereof is mailed to the owner by the corporation, it shall bear interest at the rate of twelve percent (12%) per annum, from the date thereof, and the corporation, through its Board of Governors, may bring an action at law against the owner personally obligated to pay the same and/or may institute an action to foreclose the lien against the property subject to assessment, and there shall be added to the amount of such assessment all costs and expenses in connection with such suit, and also a reasonable sum as attorneys' fees, which sums shall be included in any judgment or decree entered in such suit.

14. Right of First Refusal

- A. If any owner of any tract within the San Juan Aviation Estates shall propose to sell such tract, whether improved or unimproved, the owner shall, before selling or agreeing to sell the same to any third person, offer the same in writing over his or her signature to the Blakely Island Maintenance Commission, at the price and terms for which he or she is willing to sell; and such offer shall remain open for acceptance and consummation of sale and purchase for a period of thirty (30) days following the date of offer, during which period, if the offer be accepted, such proposed seller shall be obligated to complete the sale upon the acceptance of his or her offer. If the offer be not accepted within such thirty (30) day period, such proposed seller shall be at liberty to sell to a third person. The exercise of the right of first refusal by the BIMC shall, at all times, be subject to the provisions of paragraph 15 and shall only be exercised if the parcel is reasonably necessary for the business of the BIMC.
- B. Any property owner may apply to the Board of Governors for a waiver of paragraph 14(A) at any time. Such a waiver shall not exceed a period of three years for each application. The Board shall respond in a timely manner but must approve or disapprove such a waiver within ninety (90) days of receiving the application. Any disapproval of a waiver application must be accompanied by an explanation of a reasonable basis for the applicant's parcel to have a potential specific benefit to the BIMC. Should the applicant receive an acceptable offer from a purchaser within the 90-day response period and prior to the Board approving such a waiver, paragraph 14(A) will take precedence and the waiver will be denied.

15. Discrimination

Discrimination shall not be allowed in the San Juan Aviation Estates. Any business established upon any lot or tract herein, or hereafter authorized to be used for business purposes, shall be required to furnish its services, upon receipt of appropriate fees or charges, to all persons regardless of race, color, creed, gender, disability, sexual preference, or place of residence or ownership on Blakely Island. Membership in the BIMC and all BIMC business shall be subject to the intent and requirements of this paragraph.

16. Upper Island Easement

The BIMC, the members thereof, and every record title holder of any lot or lots in the San Juan Aviation Estates has an easement for use of certain portions of the upper island pursuant to the Non-Exclusive Easement dated November 10, 1973, and Exhibit 1 thereto (The Corrective Deed), recorded under San Juan County Auditor's File Number 83996. Guests of BIMC members are not permitted or authorized to use the upper island easement area without being accompanied by a member.

The owners and BIMC members recognize that the provisions of this easement grant to the BIMC the power to cancel the easement to any of its individual BIMC members should a material violation of the restrictions contained therein occur as a result of the act or acts of any individual BIMC member or members. Therefore, the owners and BIMC members grant to the Board of Governors the following powers, in addition to those set forth in paragraph 11 above.

In the event the Board of Governors determines that there is an existing violation of the terms of the Non-Exclusive Easement or the BIMC Upper Island Rules, the Board shall have the following powers:

- A. Notify the owner or BIMC member of the violation and request the owner or BIMC member to remedy the violation within a stated and reasonable period of time.
- B. Restrict the owner or BIMC member from a portion or all of the upper island for a specified period of time not to exceed twelve (12) months.
- C. To indefinitely suspend the easement privileges granted to any of its individual owners or BIMC members should a material, repeated, and flagrant violation of the restrictions occur. Any such indefinite suspension shall automatically be subject to an appeal to the BIMC members at the next annual BIMC meeting. A majority vote of those attending the meeting and eligible to vote pursuant to the provisions of paragraph 12 shall be

required to reverse, alter, or change the terms of the indefinite suspension ordered by the Board of Governors.

17. Consolidation of Lots

Adjacent lots may be joined or consolidated together to establish fewer residential lots after obtaining approval of the Board. No consolidation shall be allowed of two or more lots where there already exists a residence on each lot after the effective date of the BIC, unless one of the residences is designated as a guest house. Once the appropriate deeds and legal descriptions of the revised property lines of the consolidated lots are secured and recorded, the property owner shall then be subject to assessments and voting rights consistent with the revised number of lots which exist after the consolidation. Any attempt to thereafter separate or divide the lots must comply with the provisions provided for any other additions to the plat.

18. Pets and Animals

Except for household pets, no animals, including horses, rabbits, or other farm animals, shall be kept or maintained upon any of said tracts or lots in said San Juan Aviation Estates.

19. Variance

Variance from the exact provisions hereof may be granted by a majority of the Board of Governors in instances where, in their opinion, a particular hardship or good cause may exist, provided that no such variance shall be granted unless approved in writing over the signatures of adjacent lot owner/owners impacted by the variance and owners of at least one-half (1/2) of the tracts or lots lying, or any part or parts of which lie within three hundred (300) feet from and parallel to each of the boundary lines of the tract or lot for which a variance is desired. If variance is granted, the same shall be reduced in writing in exact detail, shall carry the signatures of approval of the required minimum of lot owners within the prescribed distance and the approval over their signatures of the majority of the Board of Governors, and shall be filed and recorded with the County Clerk of San Juan County, Washington. If a variance is granted, it is the owner's responsibility to ensure that it is recorded with the County Clerk.

20. Inconsistent Provisions

To the extent that there are any differences between the terms of the BIC and the BIMC Articles and/or Bylaws of BIMC, or in the event there exists any ambiguity between the provisions of the BIMC Articles and/or Bylaws and the BIC, the

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provisions of the BIC shall control and be determinative of any inconsistency.

21. No Waiver

In the event one or more of the provisions or requirements imposed by the BIC are not followed, whether through an act of omission or commission, this shall not be a waiver of any other provision of the BIC, and further shall not be a waiver of the future application of such provision to all property contained within the San Juan Aviation Estates.

22. Severability

In the event one or more terms or provisions of the BIC is determined to be void or unenforceable, such determination shall have no effect whatsoever on the remaining terms and provisions of the BIC, which shall remain in full force and effect.

DATED this first day of June, 1995.



MICHAEL F. BRUSTKERN
President - BIMC Board of Governors