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 medified in accordance with its terms.

Dated: 1//9, 1993. Owner: HAROLD & BOTTO BARTERS.

Lot Number(s)

COUNTY OF / Suns

GIVEN UNDER MY HAND AND OFFICIAL SEAL this 19th day of

NOTARY PUBLIC in and for the State of residing at My appointment expires:



.

SAN JUAN COUNTY OFFICIAL RECORD VOL 512 PAGE

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.

mic abree man		
Lot(s) or tract(s) owned:	AS	7
Sidoanh		Mary Rogich
Owner /		Owner /
Owner		
STATE OF	SS	
COUNTY OF (lank)		
On this day personally a	appeared	before me Sig Proges,
(X)	, and	, to the known to
be the individual, or individuals,	describe	d in and who executed the within and lorogoning
Blakely Island Covenants dated	June 1, 1	995, and acknowledged that he/she/they signed
the same as his/her/their free a	and volu	ntary act and deed, for the uses and purposes
therein mentioned.		
GIVEN UNDER MY	HAND	and official seal this day of
J, 1995.		
		Signature of Notary Public:
TO AUGUST AND A		Notary Public in and for the State of
The Control of Controls	11	Residing at

My commission expires:

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, 16,	/
James A. James Line	Judith B. Dompkin
Øwner	Owner
Owner	
STATE OF WASH) ss	
COUNTY OF KING	
On this day personally appear	red before me TAMES TOMPKINS,
, and	AUDITU B. TOMPKINS to me known to
be the individual, or individuals, descri	ibed in and who executed the within and foregoing
	1, 1995, and acknowledged that he/she/they signed
the same as his/her/their free and vo	pluntary act and deed, for the uses and purposes
therein mentioned.	-
GIVEN UNDER MY HAN	D and official seal this day of
JUWP_, 1995.	The state of the s
	Signature of Notary Public: Aug. A.
	Notary Public in and for the
	State of Within the Residing at Court of the
	My commission expires: 7.28.95

RD VOLUTA

SAN JUAN COUNTY

APPROVAL - RATIFICATION

in the Sar	Tuan Aviation
-I/We are the owners of the following lot(s) or tract(s) in the Sar	1 Jumi 11,12
Estates. I/We hereby approve and ratify the Blakely Island Covenants date	ed June 1, 1995,
Estates. If we neverly approve and rules are the second of tract(s) ide	entified below.
and agree that these covenants shall be binding on all lots(s) or tract(s) ide	
Lot(s) or tract(s) owned: Lot 1+	
Lot(s) of fract(s) owned.	
293 illaker Que W. Mille	
Owner	
Owner	
of machineator	
STATE OF <u>washington</u>) ss COUNTY OF <u>king</u>)	
COUNTY OF KING)	
	ut <i>er</i>
On this day personally appeared before me uvban M	,
and rosemarie miller	_, to me known to
be the individual, or individuals, described in and who executed the with	thin and foregoing
be the individual, or individuals, described in the second and that	he/she/they signed
Blakely Island Covenants dated June 1, 1995, and acknowledged that	1
the same as his/her/their free and voluntary act and deed, for the u	ises and purposes
therein mentioned.	ntM
GIVEN UNDER MY HAND and official seal this	Of day of
June, 1995.	
Signature of Notary Public:	enolden

mission expires: 6/10/98

I/We are the owners of the following lot(s) or tract(s) in the San Juan Aviation

APPROVAL - RATIFICATION

JUN 26 1995

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: Owner Owner Owner STATE OF Washurator COUNTY OF BENTIN On this day personally appeared before me <u>David</u> 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 Andrews 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 __ 1995. Signature of Notary Public: Notary Public in and for the Residing at

My commission expires:

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,

	ding on all lots(s) or tract(s) identifie	ed below.
and agree that these covenants shall be bin	ding on an loca(s) or trace(c) recover	
Lot(s) or tract(s) owned:		1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1
2000,00		
	103	
Vatricia & Bridge		
Owner	Owner	and the first of t
Owner		
STATE OF Was ()		
COUNTY OF Pierce) ss		
O die les messanelly appeared	before me Vatricia J. Br	de,
On this day personally appeared	to a	ma known to
J. Christophe Bridge and		ine known to
be the individual, or individuals, describe	ed in and who executed the within a	nd foregoing
Blakely Island Covenants dated June 1,	1005 and acknowledged that he/she	e/they signed
Blakely Island Covenants dated June 1,	1995, and deknowledge	and murmosas
the same as his/her/their free and volu	intary act and deed, for the uses a	ing purposes
therein mentioned.	4	
merchi mendoned.	and afficial seal this	— day of
GIVEN UNDER MY HAND	and official seal this	
, 1995.		:
100 CO.	Signature of	
A STATE OF THE STA	Notary Public:	27/
Same and the same	n 111 to and for the	•

Notary Public in and for the State of _______

Residing at JACOMA

My commission expires: MAY

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.

and agree that these covenants shall be bin	ding on all lots(s) or tract(s) identified below.
Lot(s) or tract(s) owned:	
Owner US C. Cerl	Owner Owner OM. Gudy
Owner	
STATE OF <u>backing</u>) ss	
, and	Revelop N. Leady, to me known to
be the individual, or individuals, describ	ed 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 volu	untary act and deed, for the uses and purposes
therein mentioned	and official seal this day of
Jue , 1995.	
e de la companya de l	Signature of Notary Public: Sayle & Stutite
ATILE F. Wh.	ar



Signature of Notary Public:	Layle & Stutite
•	
Notary Public in an State of	ASHIN CTON
Residing at	Renton
My commission ex	pires: 6/10/97

512 46

SAN JUAN COUNTY

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, be binding on all lots(s) or tract(s) identified below.

and agree that these covenants shall be only	Hig on an locato, or and the
Lot(s) or tract(s) owned: #12	
Owner Company	Wang W. Cother Owner ()
Owner	
STATE OF Oregon SS COUNTY OF COUNTY OF	
On this day personally appeared, and	lancy Coffey, to me known to
be the individual, or individuals, describe	d in and who executed the within and foregoing 1995, and acknowledged that he/she/they signed
the same as his/her/their free and volu	ntary act and deed, for the uses and purposes
therein mentioned. GIVEN UNDER MY HAND	
, 1995.	Signature of Notary Public:
CONTINUES SEAL CONTIN	Notary Public in and for the State of Residing at
	My commission expires:

95063011 APPROVAL - RATIFICATION

I/We are the owners of the following lot(s) or t	
Estates. I/We hereby approve and ratify the Blakely Islan	
and agree that these covenants shall be binding on all lot	s(s) or tract(s) identified below.
Lot(s) or tract(s) owned:	
Left of the state	
Owner Owner Owner	
2	
STATE OF <u>WASH</u>)) ss COUNTY OF <u>KING</u>)	
On this day personally appeared before me_	
, and \sqrt{uw}	Swam s growne known to
be the individual, or individuals, described in and who	executed the within and foregoing
Blakely Island Covenants dated June 1, 1995, and ack	nowledged that he/she/they signed
the same as his/her/their free and voluntary act and	
therein mentioned.	
GIVEN UNDER MY HAND and official	seal this 4^{1} day of
<u>TUNP</u> , 1995.	
Signature of Notary Public	:: menghaedum
Notary Public Notary Public Selfung at	in and for the
	ion expires: $U 10 98$

SAN JUAN COUNTY OFFICIAL RECORD VOL. 512 PAGE ... 398

95063011 APPROVAL - RATIFICATION

I/We are the owners of the follow	ing lot(s) or tract(s) in the San Juan Aviation
	e Blakely Island Covenants dated June 1, 1995,
and agree that these covenants shall be bin	ding on all lots(s) or tract(s) identified below.
Lot(s) or tract(s) owned:	
	CLORIA B. WARDEN
GEORGE W. WARDEN	Owner
Glacia B. Warden	보고 있는 사람들이 되었다. 그는 사람들이 되었다.
Owner	
STATE OF Washing Tay	
STATE OF Washing Town) ss COUNTY OF SAN JUAN)	
COUNTY OF SAN JUAN.	n de la companya de La companya de la co
On this day personally appeared	before me George and George,
Tualden, and	to me known to
Carrier, and	ed in and who executed the within and foregoing
be the individual, or individuals; describe	toos I all and and that he/she/they signed
Blakely Island Covenants dated June 1,	1995, and acknowledged that he/she/they signed
the same as his/her/their free and volu	ntary act and deed, for the uses and purposes
therein mentioned.	10
GIVEN UNDER MY HAND	and official seal this Lth day of
(June), 1995.	
	Signature of Notary Public: Clacke Auckenby
	Notary Public in and for the
$\sum_{i=1}^{n} \frac{1}{i} \sum_{j=1}^{n} \frac{1}{i} $	State of Washington
Company of the second	Residing at 619 1840 are 71) Kirkland Wa 48033
Secretary of the second	My commission expires:

APPROVAL - RATIFICATION

I/We are the owners of the follow	ving lot(s) or tract(s) in the San Juan Aviation
Estates. I/We hereby approve and ratify the	ne Blakely Island Covenants dated June 1, 1995,
	nding on all lots(s) or tract(s) identified below.
Lot(s) or tract(s) owned: Sot 1	9
. 1	
nid R. Swith	KathyBetranson
Owner	Owner \mathcal{J}
Owner	
•	
STATE OF <u>washington</u>) ss	
COUNTY OF king) "	
On this day personally appeared	i before me <u>fred</u> R. LOWINEY,
	athy B. Hanson, to me known to
	ed in and who executed the within and foregoing
•	1995, and acknowledged that he/she/they signed
	intary act and deed, for the uses and purposes
therein mentioned.	intary act and does, for the second
	and official seal this 23rd 2 day of
	and official scal this
Aune, 1995.	AVE BY
	Signature of Notary Public: Mongle Procedure
	Notary Public in and for the
	State of washing ton Residing at kent
	My commission expires: 6/10/48

SAN JUAN COUNTY OFFICIAL RECORD VOL512

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) ide	ntified below.
Lot(s) or tract(s) owned: 2			
At le Di			
Owner /	Owner		
Owner			
STATE OF Montaine } COUNTY OF Yellowsfore }	22		
COUNTY OF Yellowsforio)	33	:	
On this day personally ap	opeared before me _	Stephin D	wew .
	, and		
be the individual, or individuals, or Blakely Island Covenants dated J the same as his/her/their free an	une 1, 1995, and ackn	lowledged that h	e/sne/uley signed
· · · · · · · · · · · · · · · · · · ·			
GIVEN UNDER MY I	HAND and official	seal this $\frac{2}{\sqrt{2}}$	3rd day o
<u> </u>		0	
	Signature of Notary Public	: Darhara	L. Shames
• • • • • • • • • • • • • • • • • • •	Notary Public	in and for the	
	Residing at _	Billings	-27-99
	My commiss	ion expues	

SAN JUAN COUNTY PAGE PAGE

SAN JUAN COUNTY OFFICIAL RECORD VOL. 512 PAGE 401.

95063011 APPROVAL - RATIFICATION

I/We are the owners of the following	ing lot(s) or tract	(s) in the S	san Juan Aviau	011
Estates. I/We hereby approve and ratify the	e Blakely Island C	covenants d	ated June 1, 199) 5,
and agree that these covenants shall be bine	ding on all lots(s)	or tract(s)	identified below	•
Lot(s) or tract(s) owned: 24+25				
00 1 Pul.				
Owner J. Beelre	Owner	-		
0				
	·			
Owner				
STATE OF Washing of ss			The state of the s	
COUNTY OF King) ss				
On this day personally appeared	before me	Eda_	J. Beel	20,
and			, to me know	n to
be the individual, or individuals, describe	ed in and who exe	cuted the v	within and foreg	oing
Blakely Island Covenants dated June 1,	1995, and acknow	vledged tha	it he/she/they si	gned
Blakely Island Covenants dated June 1,	ment and de	ed for the	uses and purp	oses
the same as his her/their free and volu	imary act and de			
therein mentioned.			5-1h do	y of
GIVEN UNDER MY HAND	and official se	eal this _	da	y 01
<u>June</u> , 1995.				•
- SLOTTE	Signature of Notary Public:	Tha	plotte Ju	the
NOTARI	Notary Public in State of	1 /		
	Desiding at	Zonton	J	

My commission expires: _

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 26 Lot(s) or tract(s) owned: ____ Owner Owner STATE OF _WASHINGTON COUNTY OF __KING On this day personally appeared before me William Theodore Frantz , to me known to and __Gert Habor Frantz 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 _____ day of , 1995. Signature of Notary Public: Notary Public in and for the Washington State of Mercer Island Residing at

My commission expires:

I/We are the owners o	f 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 al	Il lots(s) or tract(s) identified below.
Lot(s) or tract(s) owned:	33	

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: Marah Maywell

Notary Public in and for the State of Washington
Residing at

My commission expires: 3 19 96

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:
Owner Owner Owner
Owner
STATE OF ON TOWN) ss
COUNTY OF MUITMOMEN)
On this day personally appeared before me hand hours on, to me known to
, and the state of
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 day of
JUNE, 1995.
Signature of Notary Public
Notary Public in and for the State of
Residing at
My commission expires: OFFICIAL SEAL SANDRA TALT HOTARY PUBLIC - CREG

NOTARY PUBLIC - CREGON COMMISSION NG 007187 MY COMMISSION EXPIRES JUNE 02, 1855

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:
Steven C. Sprengneyer Lindy Sprengneyer Owner
Owner
STATE OF Washington) country of King) ss
On this day personally appeared before me Steven C. Springmeyer,
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 day of
June , 1995.
Signature of Notary Public: March Maywell

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

My commission expires: 3

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: STATE OF WASH COUNTY OF KING On this day personally appeared before me DWAGNA A. RICHARDS and WHRY MARGARET RICHHROS 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 _ JUNC_, 1995. Signature of Notary Public: / agic Notary Public in and for the Residing at _ My commission expires: $\frac{7.289}{2}$

SAN JUAN COUNTY OFFICIAL RECORD VOIS12 PNA

My commission expires: June 26, 1998

95063011 APPROVAL - RATIFICATION

I/We are the owners of the follo	owing 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,
	inding on all lots(s) or tract(s) identified below.
Lot(s) or tract(s) owned:	
Kay Darnhell So	ne 16,1995
Owner /	Owner
Owner	
STATE OF CALFORNIA) ss) ss	
COUNTY OF OPAGE) ss	
On this day personally appeare	d before me <u>KAY D. Camprell</u> , to me known to
•	ed in and who executed the within and foregoing
	1995, and acknowledged that he she/she/they signed
	intary 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 CAUFORNIA
COMM #1041506 NOTARY PUBLIC - CALIFORNIA	State of CALIFORNIA Residing at LAGUNA BOOCH
ORANGE COUNTY My Comm. Expires JUNE 26, 1998	My commission agricus 1445 No. 1999

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: 45, 45, 144Majorie T. Co al Owner MARTOR, ET. CFC// Owner Owner STATE OF _ Oregon COUNTY OF ` On this day personally appeared before me Mariorie 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 _, 1995. Signature of OFFICIAL SEAL Notary Public: Notary Public in and for the State of Orecon Residing at

My commission expires:

SAN JUAN COUNTY

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: Owner Owner STATE OF COUNTY OF Charleston On this day personally appeared before me <u>Adrienne</u> A. Harisber to me known to , and 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 54 ___, 1995. Signature of Notary Public: Sara M Notary Public in and for the Residing at

My commission expires: _

SAM BLAN COUNTY PAGE 2 209

APPROVAL - RATIFICATION

JUN -5 1995

I/We are the owners of the follow	wing lot(s) or tract(s) in the San Juan Aviation
Estates. I/We hereby approve and ratify t	he Blakely Island Covenants dated June 1, 1995,
and agree that these covenants shall be bi	inding on all lots(s) or tract(s) identified below.
Lot(s) or tract(s) owned:	47
and B. Insemo	
Owner	Owner
Owner	
STATE OF Weshington) ss COUNTY OF King) ss	
On this day personally appeared, and, and	before me Anne G. Mass., to me known to
be the individual, or individuals, describe	ed 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 volu	ntary act and deed, for the uses and purposes
therein mentioned.	
and the second of the second o	and official seal this <u>Ind</u> day of
, 1995.	
more com-	Signature of Notary Public: Simela Louis
	Notary Public in and for the State of Residing at Manual Notary Public in and for the Residing at Manual Notary Public in and for the State of Manual Notary Public in and for the State of Manual Notary Public in and for the State of Manual Notary Public in and for the State of Manual Notary Public in and for the State of Manual Notary Public in and for the State of Manual Notary Public in and for the State of Manual Notary Public in and for the Notary Public in and for the State of Manual Notary Public in and for the Notary Public in and for the
	My commission expires: $3/9/97$

OFFICIAL RECORD YOU 512 MONEY 410

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 Owner STATE OF wagning for COUNTY OF WIND On this day personally appeared before me John f. Hogan , 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 20 ___, 1995. Signature of Notary Public: ______ Notary Public in and for the

State of washington
Residing at Kent

My commission expires: 6/10/98

95063011 • <u>APPROVAL – RATIFICATION</u>

I/We are the owners of the follow	wing lot(s) or	tract(s) in th	ne San Juan	Aviation
Estates. I/We hereby approve and ratify the	he Blakely Isla	and Covenan	ts dated June	1, 1995,
and agree that these covenants shall be bi	nding on all lo	ts(s) or tract	(s) identified	below.
Lot(s) or tract(s) owned: 496	2			i.
		M. 2/1	j. Simmer	/
Owner	Öwner	<u> </u>	<u>MINULUU</u>	
Owner				
STATE OF <u>Colorado</u> ; COUNTY OF <u>Sa Plata</u> ; ss				•
COUNTY OF TA Plala)				
On this day personally appeared	l before me_	allen	W.U	rummer
be the individual, or individuals, describe	ed in and who	executed the	within and	foregoing
Blakely Island Covenants dated June 1, 1	1995, and ack	owledged th	nat he/she/the	ey signed
the same as his/her/their free and volu-	ntary act and	deed, for th	ne uses and	purposes
therein mentioned.				
GIVEN UNDER MY HAND	and official	seal this	15th	day of

Signature of Notary Public: Carla Chri

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 b	binding on all lots(s) or tract(s) identified below.
Lot(s) or tract(s) owned: SPI	
	Kran / B. Base
Owner	Owner
Owner	
STATE OF <u>Origon</u>) ss COUNTY OF <u>Multnomal</u>)	
COUNTY OF <u>Multnomal</u>)	
On this day personally appeare	ed before me Frank m Burger,
, and _	, to me known to
be the individual, or individuals, describ	bed 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 vol	luntary act and deed, for the uses and purposes
therein mentioned.	
GIVEN UNDER MY HAND	and official seal this <u>5th</u> day of
<u>Juri</u> , 1995.	
	Signature of Notary Public: Lule No 12fe
OFFICIAL SEAL CECILE M. RIFE	Notary Public in and for the State of
NOTARY PUBLIC - OREGON COMMISSION NO.033996	Residing at Multinomak wunty

My commission expires: <u>Apr 20, 1994</u>)

EASENENT C Bergman, Audien, Son June Co, Wash

THIS INDENTURE made this 3rd day of September

1964, between BLAKELY ISLAND MAINTENANCE COM.

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

MITNESSETH:

That the Grantor, for and in consideration of the sum of \$1 cc., and other valuable consideration, 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, ever, across, or upon the following described lands and premises situated in the County of San Juan, State of Washington, to-sit:

X All legicated streets, readways, or easements dedicated for public use owned by Grantors included in the recorded Plat of San Juan Aviation distates, I.c., situate in the County of San Juan, wints of Tashington. X

All of said construction shall be done in a suitable and proper singer 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 namer interfere with the use of the airstrip located on said property vithout the specific approval of Grantor, or the appropriate governmental agency if such consent shall be required by law.

Granter 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.

The Grantor, its heirs, successors or assigns, coverage 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 Grantes, its successors or assigns, of intention so to do.

The rights, title rivileges and authority hereby granted shall continue and te in force until such time as the Grantes, its successors or assigns shall permanently remove said poles, wires and appurtenances from said lands, or shall otherwise permanently abandon said line, ut maich tipe all such rights, title, privileges and authority hereby granted small terminate.

IN MITHES & IMPREOF, this instrument has been executed the day and year first above written.

Blabely Island Muntenove Course.

STATE OF WASHINGTON)

COUNTY OF SAN JUAN

On this 3rd day of September, before me, the undersigned, a Notary Public in and for the State of Mashington, duly commissioned and sworn, personally appeared FLOYD JOHNSON and M. E. TRENGLE, to me known to be the President and SecretaryTreasurer, respectively, of the corporation that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed in selection, for the uses and purposes therein mentioned, and persit stated that they authorized to execute the said instrument in that the seal affixed is the corporate seal of said corporation. WITNESS my hand and official seri hereto attitue to and year first above written.

PUBLIC in and

of Washington, residing at Everesy.

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 may be the sa be the same Board of Governors elected by the Blakely Island Maintenance Commission, corporation authorized and existing under the laws of the State of Wash Washington, and shall be elected from the owners of trancts 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 entitles, 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 be interested 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 shell 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 in of their respective terms under the foregoing formula; and vacancies occur ring under such formula shall be filed 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 follow-ing powers with reference to the said San Juan Aviation Estates:
- Jo 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 Impaction 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.
 - To maintain and administer garbage disposal facilities. Received for second at 11 4UM .__ MAR 9 or region of Blakely Island Meinten ancelo Page Ortharporis C. Bregnin Andrew San Juan Ca. Work

- 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.
- 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 let 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 WITHESS 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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record 50°

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,

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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 I West of the Willamette Meridian, by the Blakely Island Maintenance Commission for the aum of Sixty-Eight Thousand Seven Hundred Fifty and No/100 (\$68,750.00)

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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 Balkely Island Maintenance Commission.

DATED and SIGNED this 2/st day of February, 1970.

BLAKELY ISLAND MAINTENANCE COMMISSION, INC.

ATTEST:

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Received for second at [1] 50AM MAR 9 1970

as request of Rightsly Jaland

revir C. Rightsly Jaland

Th. P. Cahail, Map.

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VOL PAGE

DECL PATION AND IMPOSITION OF RESTRICTIONS

WHETERS, 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 Satates, a subdivision of a portion of Blakely Island in San Juan County, Washington; and

Whire AS, the said San Juan Aviation Estates was designed and pisture for use and is used as an high-grade hope and residence area (subject only to those cornercial uses in restricted areas hereinafter mentioned) and it is to the advantage of all present and future owners of tracts is said San Juan Eviation Estates that the use, occupancy and disjosition of said tracts, and each of them, be subjected to the restrictions percinalter declared an imposed; and

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

NOW, PHREFORE, each in consideration of the benefits to flow to each from the program of restrictions hereiniter provided, each of the parties hereto does join in and prescribe the conditions and restrictions bereinafter imposed and does specifically consent and agree that each and every tract within said San Juan eviation 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) Eun-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 491, to, 51 and 67 as shown on the plat,

48675

(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 interuption excepting by reason of strikes, unavailability of materia 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.
- 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 Ean Juan Aviation Estates excepting only the usual household pets and riding horses for the accomodation 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, unsigntly 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 Ployd 0. Johnson and Ola L. Johnson, or the survivor of them while either snall 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 0. Johnson and Cla L. Johnson, or the survivor of them.

The Board of Covernors, herainbefore 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.K. on that Saturday nearest in time to the 4th of July in each year. The Board shall consist of seven (7) members. Voting rights shell be by tract curership, 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 Rovember, 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 te the remaining three (3) of suchmembers 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 herei nbefore 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 varbus tract owners and occupants. Pending election of the first Board of Governors, Floyd 0. Johnson shall perform t'm duties otherwise delegated to such Board.

10. The foregoi ng 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.

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 sncompassed 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 and San Juan aviation to 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.

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 and the prescribed distance/ the approval overtimin 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 day of day of fight, 1957, each certifying by lot or tract number the lot or tract in which he or she holds interest.

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STATE OF <u>Mishipary</u> } : S COUNTY OF SLY JULE }

BE IT RENEABERED, That on this 9th day of <u>Tenember 1859</u> 1957, before me, the undersigned, a Notary Fublic in and for said County and State, personally appeared the within named FLOYT O.

JOFNSON and OLA L. JOHNSON, numbered and wife, who are known to me to be the identical insivicuals described in and who executed the within instrument and acknowledged to me that they executed the same freely and voluntarily.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal the day and year last above written.

Notary Public for to adulta Notary Public for to adulta residence of fand Haufe My Commission expires: 6-12-1958

UNITED STATES OF AMERICA)

TERRITORY OF ALASKA

BE IT RECEMBERED, That on this of day of totaled, 1957, before me, the undersigner, a Notary Public in and for said Territory of Alaska, personally appeared the within named LLCYD W. HINES and MARGARET HINES, husband and wife, who are known to me to be the identical individuals described in and who executed the within instrument and acknowledged to me that they executed the same freely and voluntarily.

IN TESTIMONY WHEREOF, I have bereunto set my hand and official what the lay and year last acove written.

NOTABLE OF

Notary Fublic in and for Alaska

My Commission expires: 37-6/

Filed for Record at the Request
of Along a. Definition

DEC 1 0 1987

A.D. 19

at 50 min. past 2. F. M.

and recorded in sol. G. of

MARIGRIE C. DERGMAN, WARM
SAN NAM COMMIT, RADIC.

By J. Pearson

Subject of the

252001VE 2000.

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.

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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.

other purpose. Setbacks to be in accordance with ad	joining lots.
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STATE OF OREGON)) SS.	
County of Multnomah)	•
On this day personally appeared before me	Edwards Merges, Robert C. White,
R. D. Hofer, D. G. Kauffman and C. E. Mil	ler
•	
instrument and acknowl ged to me that they signed the act and deed for the pur, ses therein mentioned. _iven under my hand and ficial seal this	o executed the within and foregoing he same as their free and voluntary of July Public in and for the State of horizon of Notary Public for the State of My Commission Expires April Call 2031
	and commission of their confidence of a confidence.

STATE OF WASHINGTON)

County of Washington)

On this day personally appeared before me

Stephan R. Fusco Harold Clark E. H. Provine Alice Johnson Charles E. Beatty W. K. Dallas L. S. White, Jr. R. S. Adams, Jr. Chet Henson David E. Myers George Wilson Robert E. Foster Allen Odell Stu Knopp Harold L. Bartram L. S. White H. A. Parsons Burt W. Marshall Roy H. Anderson

Roger A. Baird G. A. Taylor D. B. Taylor D. L. Fitzpatrick L. R. Edminster Mrs. S. W. Caruthers Judy Hoffman Delbert L. Smith Earl O. Lind J. Leslie Gormley B. B. Beebe Dick Alley R. K. Podhola Charles W. Mills A. Galbraith Myron Foster John C. Hill E. C. Burkhart 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

day of

Notary Public in and for the State of

Washington, residing at

59262 at request of Florish O. Johnson

Marjoric C. Bergman, Auditor, San Juan Ca.

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 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.

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-	STATE OF Westington 55	9262
	2/ -	
	County of Clarater	
	On this 22 and day of 1	A. D. 19 6 to before me, the undersigned, a Natury
	Public in and for the State of A-1Ch	duly commissioned and sween personally appeared
	to me known to be the individual described in and wh	ay executed the foregoing instrument, and acknowledged to me
•	that A was signed and scaled the said instrument as	fuel free and voluntary act and deed for the men and purposes
1	therein displaced	The same votationly act and doct for the man and purposes
i	WITH and official seal hereto affixed th	so day and year in this santifactor about a minute.
1	JOTARY	Cliff 17 (may)
:		Notary Public in and for the State of Walnut
		residing at Olympia Washington
· t		
	STATE OF hiash	
ĺ	County of Lewis	
!	On this 2764 day of 3764.	A. D. 19 69, before me, the undersigned, a Notary
	Public in and for the State of A' Achery	, duly commissioned and swora personally appeared
• •	Color Christ	
	to me known to be the individual described in and wh	o executed the foregoing instrument, and acknowledged to me
:		free and voluntary act and deed for the was and purposes
,	their mentioned	· · · · · · · · · · · · · · · · · · ·
	TITMESS my hand and official seal hereto affixed th	e day and year in this certificate above written.
		Just J. Drawell
		Netary Public in and for the Styne of Wach
•		residing at the had
•		
	STATE OF (lugar)	***
•	na mana	
	County of Mullarmet	
	On this 27th day of my	A. D. 19 6 9 before me, the undersigned, a Notary
	Public in and for the State of	duly commissioned and sworn personally appeared
	- Co while	
	to me known to be the individual described in and w	ho executed the foregoing instrument, and acknowledged to me
		free and voluntary act and deed for the was and purposed
•	therein mentioned.	A Company of Assay
	WITNESS my hand and official seal bereto affixed t	K OVIDA KUXISTVO SA
		OK SON
•	11/1	Notary Public in and for the State of Orthone
	STATE OF Marington	5 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1
11	2 and was	chington Title Insurance Comment. Form L 281
	Corputy of Man 19	
•	On this day of fine	A. D. 19 69 before me, the undersigned, a Notary
	Public in and for the State of 11 Agency	duly commissioned and sworn personally appeared
	to me known to be the individual described in and w	
	that _he_ signed and scaled the said instrument as	rho executed the foregoing instrument, and acknowledged to me
	therein mentioned. 23 113 6	perpendicular voluntary act and good for one was and perpendicular
	WITNESS may be and referred upol bereto affixed	the day and year in this and formal and and
	THE RESERVE OF THE PROPERTY OF	Me usy and year in this certificate above white.
		- Jan Messell
		Market Buttle to and found the state of the did from The
•		Notice Public in and for the State of Franchise at

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SIATE OF WASHINGTON	59262
County of San Juan	
On this / day of Jun	ne - 44
Public in and for the State of Washingt	A. D. 19 before me, the undersigned, a
David A Strange	duly commissioned and sworn personally app
	· · · · · · · · · · · · · · · · · · ·
the the same and the midwall describe	ed in and who executed the foregoing instrument, and acknowledged
therein mentioned.	ment as free and voluntary act and deed for the uses and pur
WITNESS my heard and official and here	to affixed the day and year in this certificate above written.
	- Durkel
	Notary Public in and for the State of Washington rending st.
(Acrondomic to to to	
The state of the s	ividual Weshington Title Insurance Company. Form L 28)
STATE OF WASHINGTON	y
)ss.
County of San Juan	
Om Abia da	
On this day personall	ly appeared before me
2. Faut Sampson, C. F. Campl	bell, David E. Myers, Delbert L. Smith,
Robert L. Rank .: Straft D. Kn	described in and who executed the within and
and deed to	redged to me that they signed the same as their or the purposes therein mentioned.
and deed to	seal this 31 day of May, 1964
and deed to	seal this 31 day of May, 1964
and deed to	redged to me that they signed the same as their or the purposes therein mentioned.
and deed to	seal this 3 day of May, 1964
and deed to	seal this 3 day of May . 1964 Notary Public in and for the State of Washington
and deed to	seal this 3 day of May . 1964 Notary Public in and for the State of
and deed to	seal this 3 day of May . 1964 Notary Public in and for the State of Washington
vereiter) acc and deed to	seal this 3 day of May . 1964 Notary Public in and for the State of Washington
Given under my hand and official	seal this 3 day of May . 1964 Notary Public in and for the State of Washington
Given under my hand and official	seal this 3 day of May . 1964 Notary Public in and for the State of Washington
Given under my hand and official ATE OF WASHINGTON	seal this 3 day of May . 1964 Notary Public in and for the State of Washington
Given under my hand and official ATE OF WASHINGTON	redged to me that they signed the same as their for the purposes therein mentioned. seal this 3 day of May, 1964 Notary Public in and for the State of Washington Residing at Bellevue
Given under my hand and official ATE OF WASHINGTON	seal this 3 day of May, 1964 Notary Public in and for the State of Washington Residing at Bellevue
Given under my hand and official ATE OF WASHINGTON They of King On this 12th day of June	needed to me that they signed the same as their for the purposes therein mentioned. Seal this 3 day of May, 1964 Notary Public in and for the State of Washington Residing at Bellevue A.D. 19.64, before me, the undersigned, a Notate of State o
Given under my hand and official TATE OF WASHINGTON State of King On this 12th day of June	nee A. D. 19.64 before me, the undersigned, a Note of the purposes therein mentioned. Seal this 3 day of
Given under my hand and official TATE OF WASHINGTON Southly of King On this 12th day of June shic in and for the State of Washington EDWARDS E MERGES	needed to me that they signed the same as their for the purposes therein mentioned. Seal this 3 day of May . 1964 Notary Public in and for the State of Washington Residing at Bellevue A. D. 19.64 before me, the undersigned, a Notan duly commissioned and sworn personally appearance.
Given under my hand and official FATE OF WASHINGTON Senty of King On this 12th day of Jungablic in and for the State of Washington EDWARDS E MERGES me known to be the individual described in	ne A. D. 19.64 before me, the undersigned, a Note in and who executed the foregoing instrument, and acknowledged to the purposes therein mentioned. May of May
Given under rily hand and official MASHINGTON Section of King On this 12th day of Jungablic in and for the State of Washington EDWARDS E MERGES me known to be the individual described in and he signed and scaled the said instrument	needed to me that they signed the same as their for the purposes therein mentioned. Seal this 3 day of May . 1964 Notary Public in and for the State of Washington Residing at Bellevue A. D. 19.64 before me, the undersigned, a Notan duly commissioned and sworn personally appearance.
Given under rrly hand and official TATE OF WASHINGTON Seator of King On this 12th day of June ablic in and for the State of Washington EDWARDS E MERGES me known to be the individual described in	ne A. D. 19.64 before me, the undersigned, a Note in and who executed the foregoing instrument, and acknowledged to the purposes therein mentioned. May of May
Given under my hand and official outly of King On this 12th day of Junublic in and for the State of Washington EDWARDS E MERGES me known to be the individual described in and he signed and scaled the said instrument	ne A. D. 19.64 before me, the undersigned, a Note and who executed the foregoing instrument, and acknowledged to me that they signed the same as their or the purposes therein mentioned. Notary Public in and for the State of Washington Residing at Bellevue A. D. 19.64 before me, the undersigned, a Notary and who executed the foregoing instrument, and acknowledged to me the his free and voluntary act and deed for the was and purposed.
Given under my hand and official output outp	ne A. D. 19.64 before me, the undersigned, a Note and who executed the foregoing instrument, and acknowledged to me that they signed the same as their or the purposes therein mentioned. Notary Public in and for the State of Washington Residing at Bellevue A. D. 19.64 before me, the undersigned, a Notary and who executed the foregoing instrument, and acknowledged to me the his free and voluntary act and deed for the was and purposed.
Given under my hand and official output outp	ne A. D. 19.64 before me, the undersigned, a Not duly commissioned and sworn personally appear in and who executed the foregoing instrument, and acknowledged to mit as his free and voluntary act and deed for the uses and proper advanced the day and year in the certificate above written.
Given under my hand and official output outp	ne A. D. 19.64 before me, the undersigned, a Note and who executed the foregoing instrument, and acknowledged to me that they signed the same as their or the purposes therein mentioned. Notary Public in and for the State of Washington Residing at Bellevue A. D. 19.64 before me, the undersigned, a Notary and who executed the foregoing instrument, and acknowledged to me the his free and voluntary act and deed for the was and purposed.
Given under my hand and official Section of King On this 12th day of Juntablic in and for the State of Washington EDWARDS E MERGES me known to be the individual described in at he signed and sealed the said instrument of the section of the said instrument of the section of the section of the said instrument of the section of the said instrument of the section	ne A.D. 19.64 before me, the undersigned, a Notary Public in and for the State of Washington Residing at Bellevue A.D. 19.64 before me, the undersigned, a Notary duly commissioned and sworn personally appearing and who executed the foregoing instrument, and acknowledged to the task his free and voluntary act and deed for the task and pages the page of the task and pages and the day and year in the State of Washington Seattle
Given under my hand and official output outp	ne A. D. 19.64 before me, the undersigned, a Not duly commissioned and sworn personally appear in and who executed the foregoing instrument, and acknowledged to the said the day and year in the State of Washington.
Given under my hand and official Section of King On this 12th day of Juntablic in and for the State of Washington EDWARDS E MERGES me known to be the individual described in at he signed and sealed the said instrument of the section of the said instrument of the section of the section of the said instrument of the section of the said instrument of the section	ne A.D. 19.64 before me, the undersigned, a Notary Public in and for the State of Washington Residing at Bellevue A.D. 19.64 before me, the undersigned, a Notary duly commissioned and sworn personally appearing and who executed the foregoing instrument, and acknowledged to the task his free and voluntary act and deed for the task and pages the page of the task and pages and the day and year in the State of Washington Seattle

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STATE OF WASHINGTON	_] 5	50262 .
County of KING		
On this 22nd day of	May	
ablic in and for the State of	Washington	duly commissioned and sworn personally appeared
John C. H	uu	day commissioned and sworm personally appeared
me knows to be the individual d	lescribed in and wh	to executed the foregoing instrument, and acknowledged to me
nat _he_ signed and scaled the said	instrument as his	5free and voluntary act and deed for the uses and purposes
erein mentioned.		parposes
WITNESS my band and official's	al house of the	e day and year in this certificate above written.
es es		Muraul Clarke
<u> </u>		
•		Notary Public in and for the State of Washington
(Acknowledgmen	st by Individual. Wash	hington Title Incurance Company. Form L 28)
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	•	
STATE OF Washingto	!. /አር ነ	
STATE OF		
County of Ling		///
-nudl.) :	A. D. 1964 before me, the undersigned, a Notary
On this of day of	wickness	duly commissioned and sworn personally appeared
Public m and for the Sate	ity It.	who executed the foregoing instrument, and acknowledged to me
WITNESS my hand and offici	al seal hereto affixed	d the day and year in this certificate above written Audith O. Fletcher Notary Public in and for the State of Washington
		rending at
(Acknowled	gment by Individual.	Washington Title Inserance Company. Form L 28)
•		
STATE OF Washington	 }	
\mathcal{L}	-	
County of	- Jane	A. D. 1964, before me, the undersigned, a Not
On this day day	link ton	duly commissioned and sworn personally appear
Public is and for the State of		
- Kebert Fryek		nd why executed the foregoing instrument, and acknowledged to
to me known to be the individual		
that he signed and scaled th	e said instrument as	
therein mentioned.		A Company of the second
WITNESS my hand and of	cost mal hereto affix	xed the day and year in this certificate above written.
250 200		. Auch prince
		Notary Public in and for the State of
		Notary Public in and for the State of Wach -
2012 2013 2013	The same by Individual	Notary Public in and for the State of What - residing at - Washington Title Insurance Company. Form L 28)

AMENDMENT OF RESSERS ONS 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 factor of the said San Juan Aviation Estates to the factor of Local Declaration and Restrictions:

Marjoric C. Bergman, Auditor, Sin 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,

Rowald Off The box of MAY. 1964 inches Hourand 41-41

Linguis Tomica 13.

History of 13.

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George E. Johnson, M. E. Pring Richard S. Campbell, Martin E. George K. Hemphill, Myron S. F	lescribed in and who executed the within and dged to me that they signed the same as their the purposes therein mentioned.
On this day personally J. Leslie Gormley, Donald Dougl George E. Johnson, M. E. Pring Richard S. Campbell, Martin E. George K. Hemphill, Myron S. F to me known to be the individuals d foregoing instrument and acknowled free and voluntary act and deed for	lescribed in and who executed the within and dged to me that they signed the same as their the purposes therein mentioned.
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Richard S. Campbell, Martin E. George K. Hemphill, Myron S. F to me known to be the individuals d foregoing instrument and acknowled free and voluntary act and deed for	Guchee, Allen G. Odell, Samuel W. Caruthers, Foster, W. K. Dallas, Floyd O. Johnson described in and who executed the within and dged to me that they signed the same as their the purposes therein mentioned.
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foregoing instrument and acknowled free and voluntary act and deed for	dged to me that they signed the same as their the purposes therein mentioned.
foregoing instrument and acknowled free and voluntary act and deed for	dged to me that they signed the same as their the purposes therein mentioned.
free and voluntary act and deed for	the purposes therein mentioned.
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Given under my hand and official se	eal this 17th day of May . 1964
Contracting the same official at	ear mis 17th day or May , 1904
4	
13 11 12 E.	Thistel
7/2005	
	Notary Public in and for the State of
	Washington , residing at
	Dellevill
ATE OF WASHINGTON]	
112 01	
of San Juan	
On this /4 day of June	A. D. 1964, before me, the undersigned, a No
On this day of Washington	
Andrew Galbraith, Robert Lynch	
. Andrew Galdraids, Robert Bynes.	a to the state of a land and a land a
re known to be the individual described in a	and who executed the foregoing instrument, and acknowledged b
t here signed and scaled the said instrument	as he i free and voluntary act and deed for the uses and pur
rein mentioned	
	r 1.1 1. 1
WITNESS my hand and believed seal hereto all	fixed the day and year in this certificate above written.
	Jeliebel
	Notary Palic in and for the State of Washington
	Tellerse
(Achaowledgment by Individua	al. Weshington Title Insurance Company. Form L 28)

STATE OFFICE TOTAL		
County of King	9263	
	•	•
On this 21st day of Ney	AD 1964	L.C.
Public in and for the State of Washington	duly com-	before me, the undersig
A. E. Nordhoff and Robert K. Podhola		ssioned and sworn person
to me known to be the individual 6 described in and with that 5 he Y signed and sealed the said instrument as the	o executed the forestin	
that 5 he y signed and scaled the said instrument as the therein mentioned.	eir free and voluntar	and acknow
Province of the state of the st		, act and deed for the mos
WITNESS my hand and official seal hereto affixed th	e day and was :	
a distribution of the second	A C	uncate above written.
		wheel .
	Notary Public in and f	or the Same of Banking
(Action of Lightness by Individual W)	teneral streets	TEAR
W 840	agtes Title Insurance Comp	ery. Form L 28)
STATE OF WASHINGTON)		
County of King		
- Aring		
On this day personally appear	endth of a	
, appear	Delore me	
- Durwmarsha	10	
to me known to be the individuals descri foregoing instrument and acknowledged		
Given under my hand and official seal th	(11)	. 1964.
Notary	Pyblic in and for	the State of
Washir	igion, residing at	Y/onthe
	_	
	• • • • • • • • • • • • • • • • • • • •	
STATE OF WASHINGTON		
STATE OF WASHINGTON)		
County of KIEG)		
On this day personally appeared	d before me	
	ATAP WAN WAGSPERM A	ID PRED W. BREES
ROGER A. BAIED, PSTER CAREUTHERS, AND	ALT VAN VAGENEN, A	ID FRED I. BRIES
	alt van Vagenen, A	ID FRED N. BERES
ROGER A. BAIRD, PETER CARRUTHERS, AND		
ROGER A. BAIED, PETER CAREUTHERS, AND to me known to be the individuals describ	ed in and who exec	uted the within and
ROGER A. BAIED, PETER CAREUTHERS, AND to me known to be the individuals describ-foregoing instrument and acknowledged to	ed in and who exec	uted the within and
ROGER A. BAIED, PETER CAREUTHERS, AND to me known to be the individuals describ	ed in and who exec	uted the within and
ROGER A. BAIED, PETER CAREUTHERS, AND to me known to be the individuals describ-foregoing instrument and acknowledged to	ed in and who exec me that they sign rposes therein me	uted the within and ed the same as their ntioned.
to me known to be the individuals describ- foregoing instrument and acknowledged to free and voluntary act and deed for the pu	ed in and who exec me that they sign rposes therein me	uted the within and ed the same as their ntioned.
to me known to be the individuals describe foregoing instrument and acknowledged to free and voluntary act and deed for the put. Given under my hand and official seal this	ed in and who exect me that they sign rposes therein me a 21 day of May.	uted the within and ed the same as their ntioned.
to me known to be the individuals describe foregoing instrument and acknowledged to free and voluntary act and deed for the put. Given under my hand and official seal this	ed in and who exect me that they sign rposes therein me s 21 day of May, Public in and for the second seco	uted the within and ed the same as their ntioned. 1964.

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	<u>. </u>
STATE OF Machington	59263 •
On this 12/2 day of	anne 14
Public in and for the State of	AD INT. before me thet.
- E.H //.	
to me known to be the individual	described in and who executed the feregoing instrument, and acknowledged to a
that _he_ signed and sealed the a	aid instrument, and acknowledged and
	aid instrument as free and voluntary act and deed for the uses and purpos
WITNESS	
	seal bereto affixed the day and year in this critifical allers written.
	- first his the
1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	Notary Poblic in and by the State of landersta
(Actnowledge	residing of Milkery
	nt by Individual. Washington Title Insurance Company. Form I. 28)
STATE OF WASHINGTO	ON)
County of SNOHOKISH)ss.
County of Liverscand	
On this day p	ersonally appeared before me
Levi P. Sherk	
to me known to be the in	ndividuals described in and who executed the within and
foregoing instrument an free and voluntary act a	and deed for the purposes therein mentioned.
foregoing instrument an free and voluntary act a	id acknowledged to me that they signed the same as their
foregoing instrument an free and voluntary act a	and deed for the purposes therein mentioned.
foregoing instrument an free and voluntary act a	and acknowledged to me that they signed the same as melf- and deed for the purposes therein mentioned. In this 19thday of May, 1964 Notary Public in and for the State of
foregoing instrument an free and voluntary act a	and deed for the purposes therein mentioned.
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foregoing instrument an free and voluntary act a Given under my hand an Given where my hand an an arrangement of WASHINGTON KING On this 12th day of	Notary Public in and for the State of Washington, residing at Stampood June A. D. 19 A. D. 19 A before me, the undersigned, a Netary
foregoing instrument an free and voluntary act a Given under my hand an Given was him of was him of the State of was him	Notary Public in and for the State of Washington, residing at Stamood
foregoing instrument and free and voluntary act a Given under my hand and Given the State of Wash and for the State of Wash S. H. Perkins	Notary Public in and for the State of Washington, residing at Stampod A D. 19 A D. 19 A D. 19 A D. 19 A before me, the undersigned, a Netary Ington duly commissioned and sworn personally appeared.
foregoing instrument an free and voluntary act a Given their my hand an Given their my hand an ETATE OF WASHINGTON KING On this 12th day of wash S. H. Perkins o me known to be the individual of	A D. 19 44 before me, the undersigned, a Notary Ington duly commissioned and sworn personally appeared to me that they signed the same as ingired and deed for the purposes therein mentioned. Notary Public in and for the State of Washington, residing at Stampood. A D. 19 44 before me, the undersigned, a Notary Ington duly commissioned and sworn personally appeared the same who executed the foregoing instrument, and acknowledged to me
foregoing instrument an free and voluntary act a Given under my hand an Given the First Mashington Washington Wash S. H. Perkins o me known to be the individual of that he signed and scaled the said	and deed for the purposes therein mentioned. Independent of the purposes the purpose the
foregoing instrument an free and voluntary act a Given under my hand an Given the First Mashington Washington S. H. Perkins o me known to be the individual of the said and sealed the said bersin managed and sealed the said bersin managed and sealed the said bersin managed.	A D. 19 4 before me, the undersigned, a Notary Public in and for the State of Washington, residing at Stampood. A D. 19 4 before me, the undersigned, a Notary Ington duly commissioned and sworn personally appeared the contract of the state of the stat
foregoing instrument an free and voluntary act a Given under my hand an Given the First Mashington Washington S. H. Perkins o me known to be the individual of the said and sealed the said bersin managed and sealed the said bersin managed and sealed the said bersin managed.	A D. 19 44 before me, the undersigned, a Notary Ington duly commissioned and sworn personally appeared to me that they signed the same as ingired and deed for the purposes therein mentioned. Notary Public in and for the State of Washington, residing at Stampood. A D. 19 44 before me, the undersigned, a Notary Ington duly commissioned and sworn personally appeared the same who executed the foregoing instrument, and acknowledged to me
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County of)**. }	59263		
On this	day personall	y appeared before	me	
_ for	mit (P. Allen	<u>, </u>	
to me known to be	the individual	ls described in and	who executed	the within a
		wledged to me that		
iree and woluntary	act and deed	for the purposes th	ierem menuo	nea.
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		Notary Public in	and for the	tate of
		Washington, res	iding at	attle
				•
STATE OF WASH	NGTON)			•
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County of Aing				
On this	day personall	y appeared before	me	
Sul K	Hagyar			
	• •	ls described in and	who executed	the within a
		wledged to me that		
iree and voluntary	act and deed	for the purposes th	erein mentio	ned.
Given under my ha	nd and officia	il seal this ⊅/ da	y of May, 19	54.
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	and the second second	- Notary Public in	and for the 2	als of

STATE W. W. an

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

Received for record at 100. The Said San

Restrictions:

EACH AND ALL of Lots 52 through 65, and 69 through 86. sive, may each and all be divided in two (2) lots (half lots), of approximately equal STATE OF MICE Stary (March area, and each half lot may be sold separately and a single family residence or County of larmer your wor dwelling house with guest house, if desired, and usual outbuildings appurtenant Om this day personally acressed balace man to the use of a single family dwelling house may be erected upon each half lot or Harrist Frank Para - 3 Back, each portion of said lots as so divided; PROVIDED this modification shall not and the last of the second of the second of the apply to those lots included in the above numbers which have previously been BONNERS TO BE THE LONG CONTROL OF SECTION OF freed from said Declaration and Imposition of Restrictions and re-zoned to permit are and references and and deed for the property to the 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.

interest to the state of the st

DATED THIS DAY OF MAY. 1964

Poly H. Anlerson 21 and 70

E. Burkhart 114

De Holman 36-37

Les Jane 139

Manno-large Wilson 19

The last of May

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regoing instrument and acknowledged to me that they signed the same as their ee and voluntary act and deed for the purposes therein mentioned. ven under my hand and official seal this day of the State of the State of the Public in and for the State of the residing at the State of the residing at the State of the St	On this day personally appeared before me obert E. Foster, E. C. Burkhart, Bill Jones ne known to be the individuals described in and who executed the within and regoing instrument and acknowledged to me that they signed the same as their and voluntary act and deed for the purposes therein mentioned. In and voluntary act and deed for the purposes therein mentioned. In and for the State of Morary Public in and for the State of the residing at the same as their residing at the same as their and voluntary act and deed for the purposes therein mentioned. In a same as their and voluntary act and deed for the purposes therein mentioned. In a same as their and voluntary act and deed for the purposes therein mentioned. In a same as their and voluntary act and deed for the purposes therein mentioned. In a same as their and voluntary act and deed for the purposes therein mentioned. In a same as their and voluntary act and deed for the purposes therein mentioned. In a same as their and voluntary act and deed for the purposes therein mentioned. In a same as their and voluntary act and deed for the purposes therein mentioned. In a same as their and voluntary act and deed for the purposes therein mentioned. In a same as their act and voluntary act and deed for the purposes therein mentioned. In a same act and voluntary act and deed for the purposes therein mentioned. In a same act and voluntary act and deed for the purposes therein mentioned. In a same act and voluntary act and deed for the purposes therein mentioned. In a same act act and who executed the within and acknowledged to me that they signed the same as their act	TATE OF Wash.				
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ounty of Snohonish))ss. aty of Snohonish) On this day personally appeared before me	TATE OF WASHINGTON)				
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on one day personally appeared before me		,				
	Leo Kane		ly appeared before	me		

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

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

STATE OF MASHINATON County of SKACIT

59264

On this day personally appeared before me Roy H. ANDERSON

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 voldatary act and deed for the purposes therein mentioned.

Given under my hand and official seal this 197hday of May, 1964

Notary Public in and for the State of

WASHING TON residing at He CANT VEROOD

STATE OF Westy County of In States.

On this day personally appeared before me

to me thoun to be the individuals described in and who executed the within and foregoing lastrument 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 /9 day of May, 1964.

Notary Public in and for the State of Classington residing at Oreas

AGREEMENT FOR EXTENSION OF DECLARATION AND IMPOSITION OF RESTRICTIONS

The undersigned is/are owner(s) of lot or tract no. $\frac{f^2}{f^2}$ 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 2011 day of	. 1977.
	Horst W. Ald
STATE OF Janie) SS. County of O	Handle W. Alas
County of Dayland	
Personally appeared the a and acknowledged the foregoing	bove named City (1/2.1.1 + Ale -11 Milians) to be voluntary act and deed.
BEFORE me this 2001 day	of

NOTARY PUBLIC FOR My Commission Expires: 4/2/13
Residing at: December 1/2/13

OFFICIAL RECORD

or 34 PAGE 298

AGREEMENT FOR EXTENSION OF DECLARATION AND IMPOSITION OF RESTRICTIONS

The undersigned is/are owner(s) of lot or tract no. //>
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 16 day of Nov. 1977.

Ear (fact.)

STATE OF COUNTY of Along, SS.

Personally appeared the above named For C - and acknowledged the foregoing to be how voluntary act and deed.

BEFORE me this 14 day of 100 , 1977.

TRADE DITTO TO THE STATE OF THE

OFFICIAL RECORD

OL 34 PAGE 317

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	<u>Ber</u> , 1977.
	mortwee (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 Vennu.	
No.	Paringo T Hunter

My Commission Expires:

OFFICIAL RECORD

34 845

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 medified in accordance with its terms.

Dated: 11/19, 1993. Owner: 14Aold + Botty Baktkan, Lot Number(s) 137

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 h free and voluntary act and deed for the uses and purposes herein mentioned.

GIVEN UNDER MY HAND AND OFFICIAL SEAL this 1916 day of

NOTARY PUBLIC in and for the State of residing at My appointment expires:



047 000 I, EMIGNETHAM, Prof. C action survey, that the DESCRIPTION, and that -7 700 GOV. Ci [] 13 78 0 o:F white pointed cedar star 71313 Cit r ۳. : . עמים א A 1011 7(16 $^{\mathcal{S}}_{\mathcal{Q}}$ 12/ ánd dedication DITECT TOTALO that on the 25th day of sman 1955, there did appear Defore Te, the unders gried THIS WILL COMITY NOTARY PUBLIC, ONE LLOYD (N. HINES & MARGARET HINES, MISTRIFE, 1517) KNOWN TO THE, WHO DIE OCKNOWNEDER MOKING THE CHOVE CETTICATION ONE SE The undersigned, Flord O. Johnson, & OLA L. JOHnson, husband cind wife, do hereby certify that they are the co-owners of the property hereon shown platted, and declare the perfect that they are the co-owners of the property hereon shown below, and dedicate to the use of the public forever, all the roads, alleys and scals plats, as per title shown below, and dedicate to the use of we have here unto set our liances and scals shown there on, and the use there of we have here unto set our liances and scals. Signed Elward I. A re me, the undersigned uson, his wife, both known ld dedication volunishily My commission Cx 3 283 the use of the public of forall pulposes. will certify that on s, husband and wife pere on shown platted inin TNIN TOUT WONDOW moon roluntarily and of their own free crill. Island 和大 Freeland 360.331.8131 Stanwood 360.629.4922 Anacortes 360.293.4664 DEDICATION **Burlington** 360.757.6300 Oak Harbor 360.675.0733 Friday Harbor 360.378.2126 Siduca ഗ STATIE OF WASHING 10 me, who did ackin and oftheir awn fi NOTARY PUBLIC, and declare the PLAT forest all the roads, all do here by certify the an witness whereof & The undersigned

3-1969

EASENEYT St. request of Western San June Co. Wash

THIS EXDENTURE 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.

MITNESSETH:

That the Grantor, for and in consideration of the sum of \$\frac{1}{2}cc\qquad , and other valuable consideration, 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, ever, across, or upon the following described lands and premises situated in the County of San Juan, State of Washington, to-sit:

All legicated streets, readways, or easements dedicated for public use owned by Grantors included in the recorded blat of San Juan Aviation Estates, I.c., situate in the County of San Juan, state of Tashington. X

All of said construction shall be done in a suitable and proper paneer 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.

Granter 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.

The Grantor, its heirs, successors or assigns, coverage and agree not to do any blasting or discharge any explosives within a distance of 500 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 rivileges and authority hereby granted shall continue and to in force until such time as the Grantee, its successors or assigns shall permanently remove said poles, wires and appartenances from said lands, or shall otherwise permanently abandon said line, at make time all such rights, title, rivileges and authority hereby granted shall terminate.

IN MITTERS; IMERACY, this instrument has been executed the day and year first above written.

Blasely Island Meintenene Count.

STATE OF WASHINGTON)
COUNTY OF SAN JUAN)

On this 3rd day of September, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared FLOYD JOHNSON and W. E. TRENGLE, to me known to be the President and SecretaryTreasurer, respectively, of the corporation that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed all said corporation, for the uses and purposes therein mentioned, and are eather 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 sext hereto affixed the said year first above written.

Stille I Ulliani

NOTARY PUBLIC in and for the Miles of Mashington, residing at Everety

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 may be the se Board of Governors elected by the Blakely Island Maintenance Commission, be the same corporation authorized and existing under the laws of the State of Washington, and shall be elected from the owners of trancts 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 entitles, of the fee simple title to any lot within the plat; provided, a entitles, 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 he for three (3) years: provided that the initial Board 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 filed 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:
- l. 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 Impostion 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.

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- 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.
- 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 let 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,

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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 I 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.

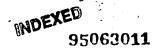
Section 3. There is hereby created in the office of the Treasurer of the Blakely Island Maintenance Commission a new account, said account to be known as the "Buffer Strip Assessment Account" and all disbursements and receipts relating to the assessments or buffer strip property provided herein shall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

DATED and SIGNED this 2/st day of February, 1970.

By Isolant President

BLAKELY ISLAND MAINTENANCE COMMISSION, INC.

ATTEST:	
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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. <u>Enforcement</u>. 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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AT REQUEST OF PICHARDS & PINFRIC SISTEPHENS, AUDITOR, SAN JUAN CO. WASH BY

BLAKELY ISLAND COVENANTS - 1

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.

- 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. <u>Existing Residential Lots</u>. 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/Fidelands, 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 famly 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.

- The Board of Governors shall require each owner who requests approval to В. 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. <u>Powers and Duties General</u>. 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.

- (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

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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

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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

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