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DECLARATION OF RESTRICTIONS, COVENANTS AND CONDITIONS
AND CHARGES, ASSESSMENTS AND LIENS OF
EAGLE LAKE ON ORCAS ISLAND

INDEXED

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VOLUME 352 PAGE 46-77

AT REQUEST OF SAN JUAN TITLE

SI STEPHENS, AUDITOR, SAN JUAN CO., WASH BY Theresa Whymyon

This Declaration is made the 26th day of December, 1991 by Eagle Lake Development Limited Partnership, a Washington limited partnership ("Grantor"), as owner of the property which is known as Eagle Lake On Orcas Island (hereinafter, as the "Property"), legally described in the attached Exhibit A encompassing approximately 292 +/- acres, made up of a Primary Parcel of 160 +/- acres which is the subject of the first phase of development and a Residual Parcel of 132 +/- acres, which may be developed as described in Article VI hereof, along with exclusive rights of easement and access to approximately 4,500 feet of saltwaterfront previously donated by the Grantor to the San Juan Preservation Trust. Capitalized terms not separately defined herein are defined in Article I.

The Property is uncommonly beautiful with dramatic sweeping views, an approximately 17 acre freshwater lake, access to a saltwater beach in its natural state, plentiful marine life, abundant and varied wildlife, and lush native vegetation. The Property is bordered, in part, on the east by Moran State Park, on the north by Georgia Strait and on the west by protected State and Federal lands. Preservation of the pristine natural environment is an important objective of this development. For this reason, the Property is being developed at a relatively low density. A substantial portion will be held for the common benefit of the Owners and restrictions on the use of the Property are intended to minimize the impact on the environment.

All who become Owners subject to this Declaration must recognize the character of the natural environment in which the property is located and accept the principle that the development and use of the property must preserve that character for present and future enjoyment of all the Owners. This development is designed for rustic cabin-style vacation homes. Those who are entrusted with the administration of the Property must discharge their trust in full recognition of that principle, as stewards of the land.

It is the intent of the Grantor that this declaration and all other supplemental declarations will be understood and construed in recognition of the foregoing.

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In addition, no clear cutting of trees shall be permitted outside the Parcels except as necessary for the installation of roads, driveways, utilities and view corridors involving deciduous trees only. No commercial timber shall be removed within 100 feet of the lake.

The Forest Management Plan hereby provides that filling or drainage of wetlands is prohibited.

Section 3.08: Eagle Lake Management. The fresh water lake of approximately 17 acres located in the Common Area shall be maintained by the Association for the benefit of the Grantor and each of the Parcels. All use and access to the lake shall be limited to those described in this Declaration.

Permitted uses shall be limited to swimming, fishing and non-power boating, such as canoes or row boats. Jet skis shall not be permitted.

Swimming may be further restricted by the Rules and Regulations in the interest of safety and/or for the environmental preservation.

Boating may be further restricted by the Rules and Regulations, including limitations involving safety, maintenance and storage and protection of the lake's ecosystem.

Fishing may also be restricted or prohibited by the Association for the purpose of protecting and maintaining the lake's ecosystem.

Access and entry to the lake is and shall be strictly limited to those entry/access areas defined by the Association.

Section 3.09: Licensed Use of Common Area. The Association may, but is not obliged to, provide a license to an Owner (or Owners) for the Owner's (or Owners') personal use of a portion of the Common Area for agricultural or recreational uses. The use may include the fencing of an area, improving the Property, and building structures and facilities for the licensed use. However, it is not intended that any significant amount of the Common Area be licensed for the exclusive use of an Owner or Owners.

If such a license is granted, the licensee shall be responsible for:

- (a) All costs incurred by the Owner(s) and Association relative to the licensed area, the processing of the application, the issuing of the license, and any and all costs incidental to the revocation of the license and the removal of fences and other improvements and the restoration of the area to its original natural state;

- (b) Any fire control required by the Association on the licensed area;
- (c) All costs of maintenance of the licensed area attributable to any licensed use including, but without limitation, security services.

Section 3.10: Restrictions on Use of Vehicles. The use of motorized vehicles on the Property shall be limited to the following types and uses:

- (a) Those machines and vehicles necessary and incidental to construction, subject to restrictions in the Design Guidelines regarding noise, emissions, weight and dust control; and
- (b) Licensed vehicles to be used solely for transportation, subject to restrictions in the Design Guidelines regarding the numbers and size of vehicles allowed and restrictions on parking, access and turnarounds; and
- (c) Electric or propane powered vehicles, not necessarily licensed, but used strictly for transportation, not for recreation.

The Association may, in its sole discretion, place additional limits on the use of motorized vehicles on the Property. All-terrain vehicles, unlicensed or off-road motorized bikes, go-carts and other unlicensed motorized recreational vehicles will not be permitted on the Property.

Section 3.11: Excavation Restriction. All excavation on the Property may be monitored by a representative of the Grantor. If a significant archaeological site is exposed, further excavation or disturbance shall be halted immediately and for a period of fourteen (14) days after notification thereof is received by the state Office of Archaeological and Historic Preservation or its successor agency, so that it may make a determination as to whether or not any steps are to be taken to remove the artifacts.

Section 3.12: Restrictions on Domestic Animals. Pets shall be allowed on the Property subject to the provision that they must, at all times, be under the control of the Owner, who shall be responsible for the actions of the animal. The Association's Rules and Regulations may place further restrictions on pets including issues of noise or safety, and may limit the types of domestic animals allowed on the property.

Section 3.13: Domestic Water Supply. The domestic water supply from any and all sources including the lake, catch basins and wells shall be under the exclusive control of the Association which will manage same for the benefit of all Parcels and Owners. The Association may enter into a contract for the

development, maintenance and operation of the water system with any Owner or third party, which contract may provide ownership of the water system by the contracting party and/or grants of easements to said party.

Any existing well is hereby dedicated for the benefit of all Parcels and Common Area, subject to the rights of the Association to control and/or contract regarding water supply and rights. All wells will be operated in a manner which minimizes the effects on groundwater recharge.

Section 3.14: Protection of Community Drainfields. The Community drainfields and reserve areas as shown on the water and sewage plans approved by San Juan County shall not be graded, compacted, covered with any structure or otherwise rendered unsuitable for drainfield use unless the Association adopts an alternative disposal system.

**ARTICLE IV: ANNUAL MAINTENANCE AND OPERATION,
CAPITAL, AND SPECIAL ASSESSMENTS**

Section 4.01: Authorization of Assessments or Charges and Personal Obligations of Payment. The Parcels shall be subject to such assessments or charges as shall be levied by the Association from time to time as provided for in this Declaration. Each such assessment or charge imposed upon any Parcel together with any interest, costs, and reasonable attorney's fees which may be added thereto pursuant to this Declaration, shall also be the personal obligation of the person who is the Owner of such parcel at the time each such assessment or charge is due.

Section 4.02: Assessments of Parcels. When assessments or charges are levied against the Owners Pursuant to the terms of this Declaration, such assessments shall be assessed equally against each of the parcels constituting the Property; provided, however, such assessments or charges imposed against:

- (a) unsold or repossessed Parcels held by the Grantor in the Primary Parcel; and
- (b) unsold or repossessed Parcels held by the Grantor in the Residual Parcel, except to the extent required by Section 6.07 which supercedes this section;

shall be assessed not at an amount equal to the assessments charged against the other Parcels, but instead at an amount equal to only that portion of the assessments levied upon other Parcels which applies directly and solely to road maintenance and provided, further, that such per Parcel assessment shall not exceed 10% of the per Parcel assessment made against the parcels owned by other Owners. Any assessments or liens outstanding against a Parcel which is repossessed by the Grantor are extinguished upon repossession.

There shall be added automatically to any assessment or charge not paid when due, interest thereafter at the average Prime Rate of major Northwest banks plus two points and costs of collection including attorney fees incurred.

Section 4.03: Maintenance, Operation and Service Assessment or Charges. The Association shall make an assessment against the Owners to cover any and all expenses of the Association, including, but not limited to, all expenses of the Association in the maintenance, operation, repair, replacement of the Association's Common Property and the provision of services to the Owners.

- (a) **Estimated Expenses.** Thirty (30) days prior to the commencement of each fiscal year, the Association shall estimate the costs and expenses to be incurred by the Association during the succeeding fiscal year in performing its maintenance, operation and service responsibilities, including, but not limited to, the development and maintenance of a reasonable reserve for emergencies and major repair and replacement of capital equipment and facilities. The Association shall subtract from the estimate the anticipated remainder at the commencement of the fiscal year, if any, in the maintenance, operation and service fund, excluding reserves, and the estimated receipts for all user fees to be collected during the next fiscal year. The balance shall be the regular maintenance, operation and service assessment or charge for such fiscal year to be assessed against each Parcel, in accordance with Section 4.01, and collected through equal monthly installments payable the tenth (10th) day of each month. Written notice of the new assessment level is to be sent to all Owners.
- (b) **Approval of Assessment Amounts.** For the calendar year 1992, the maintenance, operation and service assessments shall not exceed \$150.00 per month for each single-family residence Parcel subject to such assessments. This assessment level per Parcel may be raised by the Board of the Association not more than 10 percent (10%) per year without the approval of the Association given in a duly held meeting of the members.

- (c) Financial Obligations of Grantor. As an initial one-time assessment against each of the Parcels, Grantor shall pay One Thousand Seven Hundred & 00/100s Dollars (\$1,700.00) to the Association at the time of the initial sale of each Parcel.
- (d) Capital Reserves. A portion, not less than 10% of each payment made pursuant to the preceding paragraph (c) and each maintenance, operation and service assessment per Parcel, made pursuant to paragraph (a), shall be set aside into a capital repair and replacement reserve. Expenditures may be made from this account only for major life-extending repairs and the replacement of capital equipment or facilities.

Section 4.04: Supplemental Assessments. If at any time during any fiscal year, the maintenance, operation and service assessment or charges prove inadequate for any reason, including nonpayment of any Owner's share or extraordinary costs incurred by the Association, the Association may levy additional assessments to equal the amount of the inadequacy. Collection of such supplemental assessments shall be on such schedule as the Association shall determine. Supplemental assessments shall require approval of the Association given in a duly held meeting of the members. The restrictions on assessments against the Grantor shall also apply to supplemental assessments.

Section 4.05: User Fees and Charges. The Association may establish and collect user fees for Owners' and guests' use of land vehicles, buoys, recreational facilities, and any other community facilities; provided that, in any of these cases, the charges may not be any more than a reasonable estimate by the Association of the user's share of the maintenance, insurance and energy cost to operate the service for the user's benefit. All other costs of these services are to be included in the maintenance, operation and service assessment described in Section 4.03.

Section 4.06: Capital Improvement Assessments. The Association may levy capital improvement assessments for the purpose of defraying the costs of constructing or purchasing any capital improvement or equipment to be used for the common benefit of the members of the Association. The assessments are to be levied in the same manner as the maintenance, operation and service assessments, except the payment thereof shall be on such schedule as the Association shall determine. Capital assessments require the approval of the Association given in a duly held meeting of the members. Notwithstanding anything in this Declaration to the contrary, no such capital improvement assessments shall be assessed against the Grantor, unless the Grantor acquires one of the Parcels for the development of a personal residence and, in that case, the assessment shall apply only as to the Parcel so acquired.

Section 4.07: Special Assessments. The Association may levy special assessments against any Owner whose acts cause money to be expended for unanticipated purposes by the Association in performing its functions. The assessments shall be in the amount expended and shall be due and payable to the Association immediately when levied. No special assessments shall apply to the Grantor.

Section 4.08: Residual Parcel Assessments. The Residual Parcel shall not be subject to any assessments or charges unless and until it is developed as described in Section 6.04.

Section 4.09: Liens, Collection of Assessments.

- (a) Any assessment or charge levied by the Association against any Parcel, including interest on such charge or assessment and collection costs, if any, shall constitute a lien upon such Parcel as soon as such charge, assessment, interest or costs shall become due and payable. Such lien shall be superior to any and all other liens at any time levied or imposed upon such Parcel, except as provided in Section 4.10.
- (b) Any Assessment or charge imposed by the Association upon any member who is the Owner of a Parcel or Parcels, including interest on such charge or assessment and collection costs, if any, shall be and become a lien upon the Parcel or Parcels owned by such member as soon as such charge, assessment, interest, or costs shall become due and payable. Such lien shall be superior to any and all other liens at any time levied or imposed upon such Parcel or Parcels, except as provided in Section 4.10.
- (c) All liens herein provided for shall be enforceable by foreclosure proceedings in the manner provided by law for the foreclosure of mortgages; provided, however, that by the acceptance of a deed for any Parcel or Parcels, or by the signing of a contract or agreement to purchase the same, from the present or subsequent Owner thereof, such Owner shall thereby waive all rights of redemption and of homestead in such Parcel or Parcels with respect to foreclosure of such liens. As an alternative remedy to the foreclosure of such liens, the Association shall have the exclusive right and option, at any time after the expiration of a period of sixty (60) days during which any of such charges or assessments shall remain unpaid, to purchase any Parcel upon which such lien or liens are imposed upon payment to the Owner of such Parcel an amount equal to fifty percent (50%) of the price at which said Parcel was sold by Grantor, less the sum of:

- (i) The amount owed on the note, secured by deed of trust, or other similar security interest, for sale of such parcel or Parcels by Grantor, as vendor; plus
- (ii) The amount of unpaid assessments or charges or any other lien or encumbrance against such Parcel

but in any event, not less than Four Hundred Fifty & 00/100s Dollars (\$450.00). Upon the exercise of said option by the Association, the Owner of such parcel shall convey to the Association all right, title and interest which such Owner may have in such Parcel. In any court proceeding to enforce such option, the Association shall be entitled to have a decree of a specific performance entered in its behalf.

Furthermore, the Association shall have the right, at any time after the expiration of sixty (60) days during which any of such assessments and charges shall remain unpaid and after ten (10) days' notice of intent to exercise this right, to prohibit and prevent the Owner of any Parcel subject to such a lien, and such Owner's guests, invitees, agents, representatives, and those using, by or with such Owner's permission, consent, or sufferance, the Common Property or the Owner's Parcel from using the Common Property until all assessments and charges are paid. Any Owner affected by such suspension shall be afforded a reasonable opportunity of a hearing by the Board of Directors of the Association regarding such suspension within thirty (30) days of delivery to the Secretary or President of the Association of a written request for a hearing.

Section 4.10: Subordination of the Lien to Mortgages. The lien of the assessments and charges provided herein shall be subordinate to the lien of any duly constituted and recorded first mortgage.

ARTICLE V: RESOLUTIONS, ORDINANCES AND PLAT MAP

This Declaration hereby adopts and incorporates herein by this reference all of the terms and conditions of San Juan County Resolution 76-1987 which describes mitigation of SEPA matters and the Preliminary Approval of the Eagle Lake Long Plat as adopted the 2nd day of August, 1988.

In addition, the plat map, which is being recorded herewith, is incorporated herein by this reference. All restrictions contained on the plat map are adopted by this Declaration and apply.

ARTICLE VI: RESIDUAL PARCEL

Section 6.01: The Residual Parcel. The Residual Parcel is more fully described in the attached Exhibit C. It is referenced herein to ensure a comprehensive and coordinated development of the entire property, while maintaining reasonable options for future development of the Residual Parcel.

Section 6.02: Status. The Residual Parcel is independent of the other Parcels and Common Area. At the time of this Declaration, the Residual Parcel is and remains owned by the Grantor. Its status does not change by approval of the Plat referenced in this Declaration. The Residual Plat is not subject to the restrictions, covenants and conditions in the Declaration, unless and until the Residual Plat becomes integrated into the Property pursuant to Section 6.04.

Section 6.03: Easements and Licenses. The Residual Parcel is hereby subject to an easement for access to the saltwaterfront as described in the attached Exhibit C, along with a use easement for limited recreational purposes as is also described therein. The aforementioned easements are for the benefit of the Association and all Owners and all costs of maintaining same shall be paid by the Association. These easements cannot be revoked and can only be modified by agreement of the Grantor or its successors and the Association.

The Grantor does further hereby grant to the Association and all owners a license for recreational use of the entire Residual Parcel, which license is revocable by Grantor at will.

The Property is further subject to a broad easement on all roads shown on the plat map for ingress and egress in favor and for the benefit of the Residual Parcel and the Primary Parcel.

Section 6.04: Development or Sub-Division. In any and all cases, the Residual Parcel shall be developed in a manner consistent with the Primary Parcel emphasizing preservation of the environment. There are two development scenarios for the Residual Parcel anticipated by this Declaration, either of which may be implemented at the sole discretion of the Grantor. They are described as follows:

- (a) **Long-plat.** The Grantor or successors may subdivide the Residual Parcel into a maximum of 27 residential parcels. Any proposed long-plat shall be similar in scope and character to the Plat which is the subject of this Declaration. At the time of final plat approval and recordation of same, the Residual Parcel becomes integrated into the Property, and then becomes subject to all of the terms and conditions of the Declaration. All common areas on the Residual Parcel, as defined in the long-plat, are added to the "Common

Area." All rights and duties burdening or favoring the original Parcels are conferred upon the new Parcels including design limitations, easements, assessments and membership in the Association, subject to its rules and regulations.

- (b) Short-plat or Single Parcel Development. Prior to or in place of the development of the Residual Parcel by long-plat, as described above, the Grantor may maintain the Residual Parcel as a single parcel or short-plat same. Until such time as a building permit is issued to build a residence or a short-plat subdivision of the Residual Parcel is approved and recorded, the Residual Parcel shall be the beneficiary of an easement for access burdening the property and shall not be subject to dues or assessments. Upon occurrence of either of the events just described, the Parcel or Parcels now created from the Residual Parcel are subject to and the beneficiary of all rights and duties as one of the initial Parcels, except the Parcel or Parcels created are exempted from the Design Guidelines which limit size of the proposed structure.

Any development of the Residual Parcel shall include an eagle management plan if the Department of Wildlife determines one is warranted.

Section 6.05: Control of Association If, at the time any of the events described in Section 6.04 occurs, control of the Association has not yet passed from the Grantor as described in Article VI of the Association By-laws, then the new Parcel or Parcels within the Residual Parcel shall be added to the total number of Parcels for purposes of the 70% calculation which determines transfer of control of the Association.

Section 6.06: Voting Rights At the time any of the events described in Section 6.04 occurs, the Parcel or Parcels created thereby are immediately granted voting rights as full Association members.

Section 6.07: Assessments If the Residual Parcel is developed as described in Section 6.04(a) or as a short-plat under 6.04(b), the Parcels created thereby shall be immediately subject to assessments equal to 10% of those assessments applying to other Parcels. As each Parcel is sold by Grantor, it becomes a fully assessed Parcel, subject to the limitation described in Section 4.02.

If the Residual Parcel is developed as a single Parcel as described in 6.04(b) it shall, at that time, be subject to assessment as one additional Parcel, equal to all others.

THE GRANTOR HEREBY DECLARES that all the Property shall, from this date forward and forever, be held, sold, and conveyed subject to the following easements, restrictions, covenants and conditions and charges, assessments and liens, which are imposed for the purpose of protection of the value and desirability of the Property and which shall run with the Property and be binding upon and inure to the benefit of all parties having any right, title, or interest in the Property or any portion of the Property, their heirs, successors and assignees.

ARTICLE I: DEFINITIONS

Section 1.01: ARTICLES means the Articles of Incorporation of the Association filed with the Secretary of State, establishing the Association as a nonprofit corporation.

Section 1.02: ASSOCIATION means the Association, its successors and assigns.

Section 1.03: BYLAWS means the Bylaws adopted by Eagle Lake Community Association.

Section 1.04: COMMON AREA means all the real property, including easements, owned by the Association for the common use and enjoyment of the owners. The Common Area includes all real property contained within the boundaries of the Plat exclusive of the Parcels and exclusive of the Residual Parcel; provided, however, the Common Area shall also include those portions of the Residual Parcel which constitute Common Area exclusive of the Parcels within the Residual Parcel, if and when the Residual Parcel becomes subject to all of the terms and conditions of the Declaration as provided for in Section 6.04.

Section 1.05: COMMON PROPERTY is an inclusive term referring to all the real and personal property owned by the Association.

Section 1.06: COMMUNITY SEWAGE SYSTEM means the community drainfields which serve three or more Parcels and the sewer lines connecting the sewage facilities for the Parcels to the community drainfields.

Section 1.07: DECLARATION means the contents of this entire document and amendments.

Section 1.08: DESIGN COMMITTEE means the committee established by the Association in the manner described in its Bylaws, which shall develop, maintain and publish Design Guidelines.

Section 1.09: DESIGN GUIDELINES means rules governing all aspects of the Property and improvements thereto as promulgated by the Design Committee and which guidelines shall be conservatively construed and strictly applied.

Section 1.10: EAGLE LAKE means the real property, consisting of approximately 292 acres, described in the Eagle Lake Plat, recorded in Volume ____, page ____, of Plats, San Juan County, State of Washington, also described by the legal description in Exhibit A attached to this Declaration and sometimes referred to herein as the "Property."

Section 1.11: EAGLE LAKE SALTWATERFRONT means that property described in the Quit Claim Deed, a copy of which is attached as Exhibit B, which exhibit includes a use and access easement in favor of the Property.

Section 1.12: FIRE CONTROL SYSTEM means two pumper stations located at the lake and the series of logging roads and trails acting as firebreaks, all of which will be maintained by the Association.

Section 1.13: GRANTOR means Eagle Lake Development Limited Partnership, a Washington limited partnership, its successors and assignees.

Section 1.14: OWNER means the recorded owner, whether one or more persons or entities, of fee simple title to any Parcel, including Grantor and contract purchasers, but excluding any party holding an interest in the property as security for the performance of an obligation. If a Parcel has been sold pursuant to a real estate contract, the contract purchaser, and not the party retaining fee simple title, shall be regarded as the Owner of such parcel.

Section 1.15: PARCEL means each numbered 100 foot diameter lot shown on the face of the Plat with respect to the Primary Parcel, and each similar lot that may in the future be designated in the Residual Parcel, if and when the Residual Parcel becomes fully subject to the terms and conditions of the Declaration as provided in Section 6.04.

Section 1.16: PLAT is the recorded document setting forth the location of all Parcels, easements and common property of constituting the Property, including the development restrictions on the Property imposed by San Juan County.

Section 1.17: PRIMARY PARCEL means the real property of approximately 160 +/- acres in size owned by the Grantor, located south/southeast of the Residual Parcel and more fully described by the legal description in Exhibit C attached to this Declaration.

Section 1.18: PROPERTY means the real property, consisting of approximately 292 +/- acres, described in the Eagle Lake Plat, recorded in Volume ____, Page ____, of Plats, San Juan County, State of Washington, also described by the legal description in Exhibit A attached to this Declaration and sometimes referred to herein as "Eagle Lake."

Section 1.19: RESIDUAL PARCEL means the real property of approximately 132 +/- acres in size owned by the Grantor, located north/northwest of the Primary Parcel and more fully described by the legal description in Exhibit C attached to this Declaration.

Section 1.20: ROADS means the private roads shown on the Plat which provide access to the driveways of the Parcels, Common Area, community facilities, and the rest of Orcas Island.

Section 1.21: RULES AND REGULATIONS means the Eagle Lake Community Association Rules adopted in accordance with this Declaration and the Bylaws of the Association.

Section 1.22: WATER SYSTEM means the wells, well pumps and piping that supply the water for the Property, the water storage tanks, and the distribution lines that bring the water to the connection point for each Parcel.

ARTICLE II: PROPERTY RIGHTS

Section 2.00: Uses of Parcels. Each Parcel may be used for residential purposes only, and only one single-family dwelling and such outbuildings as may reasonably be necessary to such single-family residential purposes may be constructed on such Parcel, subject to the following provisions:

- (a) The Association shall have the right, without any liability to the Owner, to enter any Parcel for the purposes of maintaining or protecting the Common Area or facilities thereon and enforcing the provisions contained in the Declaration or the Rules and Regulations.
- (b) The Association shall have the right to enter any Parcel that is connected to the Community Sewage System to inspect all sewage facilities, to assure their proper operation, and to carry out any repair, maintenance, or improvement to the sewage facilities that the Association may determine is necessary.

- (c) Each Parcel and any and all improvements thereon shall be maintained by the Owner in good condition and repair and in a manner which will not create a fire hazard, become a nuisance, or cause unreasonable disturbance or annoyance to other Owners.
- (d) Only the following temporary shelters or facilities shall be permitted:
 - (i) those necessary for the construction of any permitted work or improvement, such as a contractor's tool shed; and/or
 - (ii) a tent or tent platform in strict compliance with the Design Guidelines which will govern the establishment, use and maintenance of same and which shall, in no case, be allowed to be constructed or remain beyond five years after closing of the original purchase of the parcel.
- (e) No house trailer, travel trailer, camper, or similar facility may be maintained on a Parcel.
- (f) No fencing of any entire Parcels shall be allowed. Minimal fencing within a Parcel may be allowed with the specific approval of the Design Committee only.

Section 2.01: Establishment of Sales Office. A Parcel of the Grantor's choice may be used for a sales office to market and sell the unsold or repossessed Parcels at Eagle Lake and, while so used, shall not be subject to assessments or other restrictions on use or design.

Section 2.02: Construction and Alteration of Improvements, Excavations, and Grading. The right of an Owner to make any improvements on any Parcel, or to make any change in the existing topography, shall be subject to the terms of this Declaration and specifically to the following:

- (a) Compliance with all County requirements for building permits, sewage permits and any other applicable County or local regulations.
- (b) Any construction, reconstruction, refinishing, or alteration of any part of the exterior of any improvement, or any change in the existing topography, or the removal or major pruning of trees with a diameter of 8 inches or more at a height of four feet from the ground outside the Parcels, is prohibited unless and until approved by the Design Committee.

- (c) Vegetation removal on the Parcels shall be minimized. To the extent necessary to protect the stability of slopes, stumps and roots of any removed trees shall be undisturbed. To ensure maintenance of adequate screening of structures from the shoreline and between Parcels, thinning and limbing for views shall be undertaken only upon the approval of or pursuant to the Rules and Regulations and within the view easement restrictions shown on the face of the Plat for each Parcel.
- (d) Foundation and grading plans for individual residential units located within 200 feet of any shoreline shall be reviewed by a licensed soils engineer to evaluate possible effects on slope stability and drainage prior to building permit approval. Written indication of acceptance by the engineer shall be provided to the San Juan County Planning Department or its successor agency with the building plans. All grading plans shall include measures to reduce erosion during construction.
- (e) Each residence shall be required to have an exterior waste facility for the separation of garbage for recycling, composting and waste removal. The facility shall be constructed to standards described in the Design Guidelines.
- (f) The Owner shall submit to the Design Committee plans and specifications for any proposed work, including: a plot plan, grading plans, floor plans, drawings showing all elevations, description of exterior materials and colors, all in compliance with the standards for the Eagle Lake Community Association as described in the Design Guidelines and specific construction schedule and timeline. Also required are proposed locations for sewage facilities, transformer, waste management facility, any plans for tree removal, or major pruning of trees, and a proposed construction schedule.
- (g) The Design Committee may require that the submission of plans and specifications be accompanied by a reasonable review and inspection fee.

- (h) The Design Committee shall approve the plans submitted if the Owner has complied substantially with the provisions of paragraph (f) above, and if the plans and specifications conform to this Declaration and to the Design Guidelines. All approvals shall be in writing and may be conditioned upon the submittal by the Owner of final plans and specifications in accordance with the approved plans. Plans, drawings, and specifications which are not approved or rejected within 60 days from the date of submittal to the Design Committee shall be deemed approved.
- (i) If the Design Committee determines that the proposed work does not satisfy the requirements of this Declaration and the Design Guidelines, the Design Committee shall notify the Owner in writing, specifying the reasons for the failure to approve the plans.
- (j) Upon receipt of approval from the Design Committee, the Owner shall commence work in accordance with approved plans within one year from the date of approval, except that upon written request to the Design Committee and upon a finding by the Design Committee that there has been no change in the Owner's approved plans, applicable Design Guidelines, or the physical environment around the Parcel, the time for commencement may be extended in writing by the Design Committee. The Design Committee may require strict compliance with construction schedules and time-lines.
- (k) The Owner shall complete the exterior of any improvement, install and hook up to all necessary water and sewage facilities and provide an approved waste management facility within one year after commencing construction, unless completion is rendered impossible due to causes beyond the reasonable control of the Owner.
- (l) Upon the completion of work for which approved plans are required under this section, the Owner shall give notice to the Design Committee. Within 60 days the Design Committee may inspect the work to determine whether the work is in substantial compliance with the approved plans. The Design Committee shall notify the Owner of any noncompliance within 60 days and shall require the Owner to remedy such noncompliance. If the Design Committee fails to notify the Owner within the 60 day period, the improvements shall be deemed to be in accordance with the approved plans.

- (m) Any Owner may at any time, without first obtaining the approval of the Design Committee, remodel or otherwise alter the interior of any existing structure.
- (n) Owner is responsible for the maintenance of survey reference points and monuments, as existing or needed, on Owner's Parcel.

These restrictions shall not apply to the Grantor and to any development activities undertaken by the Grantor on the Primary Parcel or the Residual Parcel except, however, that these restrictions shall apply to the Grantor to the extent the Grantor proceeds to construct a residence on one or more of the Parcels..

Section 2.03: Fire Protection and Emergency Access. At the time of this Declaration, no fire hydrant facilities will be installed, although future development of such a system by the Association is allowed. Two pumper supply points on the lake will be maintained by the Association.

In line with the recommendation of the Director of Public Works, roads shall be of sufficient size to accommodate emergency vehicles, allow lot access to Owners and, at the same time, minimize environmental disturbance.

ARTICLE III: COMMON PROPERTY

Section 3.00: Common Area Uses and Restrictions. The use of the Common Area is reserved equally to all Owners and guests. The Common Area shall be maintained in its existing natural state, subject to the other provisions of this Declaration and subject to such guidelines as may be established by the Association.

Section 3.01: Roads and Utilities. The Common Area may be used for such roads and utility systems as the Grantor or Association may deem appropriate to serve the Owners' needs. The Common Area is also subject to the public and private utility easements granted, conveyed or reserved by the Grantor or the Association.

Section 3.02: Owner's Driveways and Utilities. Owners may use the Common Area for driveways and walkways from the roads to their Parcels and for the location of transformers, pedestals for cable TV and telephone, fire standpipes and cabinets, septic tanks and pumps for waste water, drainfields, and connections to the water and waste water systems of the Association. The plans for these facilities shall be submitted to the Design Committee prior to their installation and shall be reviewed and approved or disapproved by the Design Committee through the same process as other proposed work. Driveway access to each Parcel through the Common Area is guaranteed to each Owner.

Section 3.03: Community Facilities. The Common Area may be used for the location of community facilities approved and authorized by the Association, including the following, not by way of limitation:

- (a) House(s), office(s) and related outbuildings furnished for the caretaker or other employees and agents of the Association or any common enterprise or cooperative operated by the Association; and
- (b) Shops, equipment storage buildings, fuel storage areas, wood storage facilities, parking areas, and boat storage areas; and
- (c) Recreational facilities, including but not limited to picnic facilities, swimming facilities, and sport courts.

Section 3.04: Common Sewage Facility. The Association may develop, directly or through sub-contractors, a portion of the Common Area for a County-approved sewage disposal system.

Section 3.05: Construction Activity of Owners. During the construction of an Owner's residence, materials and equipment necessary for the construction of the residence and appurtenant facilities may be stored in the Common Area, subject to the approval of the Design Committee as to the location and conditions of storage of the materials and equipment and cleanup and restoration of the area used.

All construction activity shall be performed in accordance with the Rules and Regulations, which shall govern noise, dust, safety, equipment, site preparation, materials storage and other construction-related activities.

Section 3.06: Construction Activity by the Grantor and Its Successors and Assignees. The Grantor may use any portion of the Common Property of the Grantor's choice, as construction staging areas and for the storage of building materials. At the conclusion of the Grantor's use of the building construction staging area, the Grantor shall use reasonable efforts to restore the area to its previous condition.

Section 3.07: Forest Management Plan. Portions of the Property are being maintained as Designated Forest Land, "DFL." This property is subject to the Forest Management Plan attached as Exhibit D as otherwise adopted or amended by the Association.

Section 6.08: Design Restrictions. The Grantor's approval, in writing, shall be required for any additional design restriction which may affect any Parcel or Parcels resulting from the development of the Residual Parcel.

ARTICLE VII: GENERAL PROVISIONS

Section 7.01: Enforcement. The Association, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, covenants and conditions now or hereafter imposed by the provisions of this Declaration. Failure of the Association or any Owner to enforce any restriction, covenant or condition contained in this Declaration shall not be deemed a waiver of any later rights.

Section 7.02: Severability. Invalidation of any portion of this Declaration by judgment or court order shall not affect any other provision, and the remainder of this Declaration shall remain in full force and effect.

Section 7.03: Amendments. This Declaration may be amended at any time by a duly recorded amendment executed by the Owners of sixty seven percent (67%) of the Parcels; provided, however, that each and every change, which affects or may affect the Residual Parcel(s), will require approval of the Owner(s) thereof, unless the long-plat referenced in Section 6.04(a) has been finally approved and recorded in which case the Parcels created by said long-plat shall be included for purposes of the 67% computation described above.

Section 7.04: Binding Effect. All of the provisions of this Declaration shall be deemed to be covenants and obligations running with the land. Also Grantor and all parties claiming by, through or under it shall be taken to hold, agree, and covenant with Grantor, its successors and assigns, and with each of them, to conform to and observe all terms and conditions herein contained.

In WITNESS WHEREOF, this instrument is executed on the day and year first above written.

GRANTOR: EAGLE LAKE DEVELOPMENT LIMITED PARTNERSHIP

By *A. T. D. Barber*
General Partner

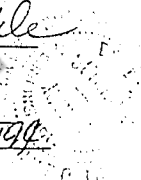
By _____

State of Washington)
County of Thurston) ss.

I certify that I know or have satisfactory evidence that Scott D. Baker is the person who appeared before me and acknowledged that (he/she) signed this instrument, on oath that (he/she) was authorized to execute the instrument and acknowledged it as the Managing Partner of Eagle Lake Development Ltd Partnership the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: December 19, 1991

Laini Stanne Dackle
Notary Public in and for the
State of Washington residing
at Olympia
My commission expires 19 Nov 1992



Unofficial Copy

EXHIBIT A

Unofficial
Copy

DESCRIPTION FOR CCR

PLAT OF EAGLE LAKE

All that portion of Eagle Lake Plat recorded at Volume 5
of Plats, Page 52, 18, + 10 under Auditor's File No. 91176942,
records of San Juan County, Washington.

KS&M, Inc. P.S.
Revised
December 10, 1991

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SAN JUAN COUNTY
OFFICIAL RECORD VOL. 352 PAGE 066

91177229

EXHIBIT B

A copy of the Quit Claim Deed, Recorded in San Juan County, (Reference Recording Number 86143758), consisting of four (4) pages, follows:

Unofficial
Copy

91177229

SAN JUAN COUNTY WASH.
REAL ESTATE EXCISE TAX
AMOUNT PAID \$ 2.00

Office of the Recorder
LIMBE, BOYER & MASUDA, P.S.

FILED FOR RECORD AT REQUEST OF

DEC 31 1986

DEC 31 1986

WHEN RECORDED RETURN TO

Name Mr. Robert Myhr

Address Route 1, Box 2114

86143758

City, State, Zip Lopez, Washington 98261

DEC 31 1986
156
173
347-351
A. Williams, D. A. ...

Quit Claim Deed

THE GRANTOR A partnership of Robert P. - Elizabeth V. Myhr, John T. and Karen P. Myhr, Neil J. and Lorna K. Elger and Mark C. and Barbara Jensen for and in consideration of the grantee's willingness to accept this transfer as an absolute, unconditional, unqualified and completed gift, subject only to the restrictions herein, conveys and quit claims to THE SAN JUAN PRESERVATION TRUST, a Washington nonprofit corporation, the GRANTEE, the following described real estate, situated in the County of San Juan State of Washington, together with all after acquired title of the grantor(s) therein:

The waterfront property described in EXHIBIT A, which is attached and incorporated by reference; SUBJECT TO an easement for ingress and egress over and across the above-described property for the benefit of Grantor and his successors and assigns, which easement is described in EXHIBIT B which is attached and incorporated by reference; TOGETHER WITH an easement for ingress and egress to the above-described property, for the benefit of grantee, his successors and assigns, but not for the general public, for management, educational and scientific purposes, which easement is described in EXHIBIT C which is attached and incorporated by reference.

Dated Dec 31, 19 86
Robert P. Myhr Elizabeth V. Myhr
Karen P. Myhr Neil J. Elger Lorna K. Elger
Mark C. Jensen Barbara Jensen
By _____ (President)
By _____ (Secretary)

STATE OF Washington
COUNTY OF San Juan

On November 29, 1986 before me, the undersigned, a Notary Public in and for said State, personally appeared Robert P. Myhr, Elizabeth V. Myhr, Karen P. Myhr, Neil J. Elger, Lorna K. Elger, Mark C. Jensen, Barbara Jensen, personally known to me or proved to me on the basis of satisfactory evidence to be the person _____ who executed the within instrument as General Partner of the partnership that executed the within instrument, and acknowledged to me that such partnership executed the same.

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SAN JUAN COUNTY
OFFICIAL RECORD VOL. 352 PAGE 068

EXHIBIT "A"

Portions of Government Lot 1 in Section 25, and Government Lots 2 and 3 in Section 26, ALL in Township 37 North, Range 1 West, W.M., in San Juan County, Washington, described as follows:

Commencing at the southwest corner of said Section 25, thence along the south line of the Southwest Quarter of the Southwest Quarter of said Section 25, South 88°29'19" East 1318.34 feet to the southeast corner of said Southwest Quarter of the Southwest Quarter; thence along the east lines of said Southwest Quarter of the Southwest Quarter, the Northwest Quarter of the Southwest Quarter, and Government Lot 1 in said Section 25, North 2°01'42" East 2873.71 feet to the True Point of Beginning; thence North 64°05'13" West 651.0 feet; thence North 55°41'18" West 215.41 feet; thence North 66°51'19" West 1178.13 feet; thence North 64°48'48" West 943.09 feet; thence North 62°17'18" West 812.49 feet; thence North 59°06'29" West 140 feet, more or less, to the southeast boundary of that certain parcel described in Auditor's File No. 85534, records of said county; thence along said boundary North 27°00' East 200.46 feet, more or less, to the Line of Ordinary High Tide; thence southeasterly along said Line of Ordinary High Tide to the east line of said Government Lot 1; thence leaving said Line of Ordinary High Tide, South 2°01'42" West 218.73 feet, more or less, along said east line, to said true point of beginning.

KRABBE & STARR, INC.

December 24, 1986



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PAGE 069

SAN JUAN COUNTY
OFFICIAL RECORD VOL. 352

EXHIBIT "B"

An exclusive easement for beach access purposes over, across and under a 30-foot wide strip of land in Government Lot 1, Section 25, and Government Lot 3, Section 26, ALL in Township 37 North, Range 1 West, W.M., in San Juan County, Washington, the centerline of which is described as follows:

Commencing at the point of termination of that certain easement described in Auditor's File No. 110560, records of said county; thence South 38°11'13" East 207.92 feet; thence North 83°32'07" East 86.73 feet; thence North 18°44'27" East 156.58 feet; thence South 74°28'43" East 138.41 feet; thence North 85°41'27" East 157.51 feet; thence South 84°44'03" East 135.95 feet; thence North 12°17'57" East 53.74 feet to the True Point of Beginning; thence North 12°17'57" East 37.75 feet; thence North 62°36'43" West 601.65 feet; thence North 55°04'39" West 587.45 feet, more or less, to the Line of Ordinary High Tide.

KRABBE & STARR, INC.

December 24, 1986



FILE NO. 1733 PAGE 350

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SAN JUAN COUNTY
OFFICIAL RECORD VOL.

86143758

40' Easement
to County Road

EXHIBIT "C"

Together with and subject to a non-exclusive easement for roadway and utility purposes over, under and across a 40-foot wide strip of land in the Southeast Quarter of the Southeast Quarter, the Northeast Quarter of the Southeast Quarter, Government Lot 3 of Section 26, the Southwest Quarter of the Southwest Quarter, the Northwest Quarter of the Southwest Quarter and Government Lot 1 of Section 25, ALL in Township 37 North, Range 1 West, W.M., San Juan County, Washington, the centerline of which is described in Auditor's File No. 110560, records of said county; AND

A non-exclusive easement for said purposes over, under and across a 40-foot wide strip of land, the centerline of which is described as follows:

Beginning at the point of termination of that certain easement described in said Auditor's File No. 110560; thence South 38°11'13" East 207.92 feet; thence North 83°32'07" East 86.73 feet; thence North 18°44'27" East 156.58 feet; thence South 74°28'43" East 138.41 feet; thence North 85°41'27" East 157.51 feet; thence South 84°44'03" East 135.95 feet; thence North 12°17'57" East 53.74 feet to the terminus.

KRABBE & STARR, INC.

December 24, 1986



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SAN JUAN COUNTY
OFFICIAL RECORD VOL 352 PAGE 071

EXHIBIT C

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Copy

SAN JUAN COUNTY
OFFICIAL RECORD VOL. 352 PAGE 072

DESCRIPTION FOR CCR

PLAT OF EAGLE LAKE

The Primary portion of the Plat of Eagle Lake is all that portion shown as Phase I on the face of said Plat of Eagle Lake recorded at Volume 5 of Plats, Pages 52-52D, records of San Juan County, Washington; AND ALSO

The Residual portion of the Plat of Eagle Lake is all that portion shown as Phase II on the face of said Plat of Eagle Lake recorded at Volume 5 of Plats, Pages 52-52D, records of San Juan County, Washington;

TOGETHER WITH a limited recreational use as described in Section 6 of this document.

KS&M, Inc. P.S.
Revised
December 10, 1991

SAN JUAN COUNTY
OFFICIAL RECORD VOL. 352 PAGE 073

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SAN JUAN COUNTY
OFFICIAL RECORD VOL. 352
PAGE 074

San Juan County Planning Dept.
P.O. Box 947
Friday Harbor, WA 98250

Attention: Pat Powell

Dear Ms. Powell:

Following are the requested forest management and marketing plans called for by the Department.

FOREST MANAGEMENT PLAN

The purpose of this plan is to provide for establishment of a community association for the management of the open space common area as a productive forest unit for the benefit of the lot owners and wild life in perpetuity.

Logging will be restricted to removal of 30 percent of basal area per acre of trees 8 inches and larger every 10 years, leaving a spacing of dominate or co-dominate trees no greater than 25 feet. All merchantable trees that are evidently diseased or damaged will be removed. Defective non-merchantable trees and snags that do not endanger workers will be left standing. The logging shall be done to maintain a stand diversity ranging from the dominate trees to subordinate vegetation.

An approved eagle management plan as required by the Forest Practice Act will be provided for all roost and perch trees identified by the Game Department.

The non-merchantable deciduous trees (alder, willow, etc.) will be left in the area of planned homesite construction to provide firewood for future use. Cutting for view corridors will be allowed, but firewood cutting for personal use is restricted to 5,000 board feet per year without a forest practice application.

There shall be no clearing or construction within 50 feet of wetlands except to provide passive human activities such as a picnic area, nature viewing, walking trails, etc. unless a portion of the area is specifically dedicated for a particular use. Any disturbance of ground cover within 50 feet of any wetlands will be grass seeded to limit erosion and degradation of water quality. Removal of saplings and minor limbing and brushing will be allowed.

Any logging for commercial purposes shall be done only in consultation with a professional forester who shall visit the site and recommend those trees to be removed.

DESKOBA INC.

112 E. FOURTH AVENUE, SUITE 204
OLYMPIA, WA. 98501
(206) 352-4861 FAX (206) 491-7922

October 8, 1991

Jeff Otis, Planner
Planning Dept, San Juan County
P.O.Box 947
Friday Harbor, WA 98250

RE: Eagle Lake / Long Plat Application

Dear Jeff,

Here is the addendum to the Forest Management Plan of February 29, 1988 as we agreed.

Addendum to Forest Management Plan:

This plan pertains to the property described in the legal description recorded on the plat documents for the "Eagle Lake Plat"(LP-03-84) sheet 5 of 5. All the requirements, restrictions, and dedications included in the plat are binding on all future property owners and on the Property Owners Association.

Additionally no draining or filling of wetlands shall be permitted on the property. Also all the criteria listed in measure 5 of San Juan County Resolution #76-1987 is included in the Forest Management Plan. The portions of this measure not already addressed are as follows:

•The property shall be managed by the property owners association as a productive forest unit for the benefit of the lot owners and wildlife in perpetuity.

•Logging shall be done to maintain a stand diversity ranging from the dominant trees to subordinate vegetation and such selective cutting shall not involve the removal of more than 50% of the basal area in any ten year period.

•Also prohibited is any development other than hiking trails, within the forested portions of the open space common area, unless a portion of the area is specifically dedicated for a particular use, and removal of underbrush within 50' of any wetland is restricted except where necessary for removal of "saplings" and "limbing" within any dedicated view easement.

The Forest management plan has been affected by the severe storms of the winter of 1990-91 which caused severe damage and destruction to large areas of the property. Areas devastated by this storm will be repaired and reforested at the discretion of the community association under the direction of their forester.

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