

Saratoga Terrace Community Club
c/o Paul Irwin, Secretary
370 Moana Drive
Camano Island, WA 98282

06/12/2019 11:24:09 AM 4465279
Recording Fee \$112.00 Page 1 of 14
Amendment
Island County Washington



**REVISED RESTRICTIVE COVENANTS
OF THE
SARATOGA TERRACE COMMUNITY CLUB**

REVISION 2

Amended on June 8, 2019

**PLAT
OF
SARATOGA TERRACE
DIVISION NO. 1**

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**DECLARATION OF REVISED RESTRICTIVE COVENANTS
REVISION 2
Amended on June 8, 2019**

KNOW YE ALL PEOPLE BY THESE COVENANTS THAT:

ARTICLE 1. DECLARATION.

WHEREAS, all owners of lots and tracts within the Plat of Saratoga Terrace, Division Number 1, according to the plat thereof recorded in the office of the Island County Auditor of Island County, Washington, are subject to an original declaration of Restrictive Covenants recorded May 17, 1982, Auditor File 396274, and

WHEREAS, owners of three off-plat properties adjacent to the Plat of Saratoga Terrace, Division Number 1, are also members of the Saratoga Terrace Community Club and subject to the same original declarations described above, and

WHEREAS the Saratoga Terrace Community Club is commonly known as the Saratoga Terrace Homeowners Association, and

WHEREAS, a two-thirds majority of the lot owners then owning completed dwellings located within the bounds of the Saratoga Terrace Community Club have consented by written instrument to amend the Restrictive Covenants of Saratoga Terrace Community Club as set forth below:

NOW, therefore, having been duly authorized on June 8, 2019 by a two-thirds (2/3rds) affirmative vote by written ballot by the lot owners then owning completed dwellings located within the bounds of the Saratoga Terrace Community Club, the Board of Directors of Saratoga Terrace Community Club, by and through its undersigned President and Secretary, do hereby execute these Revised Restrictive Covenants Revision 2 covering all property located within the bounds of the Saratoga Terrace Community Club, and

FURTHERMORE, the Board of Directors declare that these Declaration of Revised Restrictive Covenants, Revision 2, amended on June 8, 2019, do revise and amend the Restrictive Covenants Plat of Saratoga Terrace, Division No. 1, dated 3/17/1982 and recorded with the Auditor, Island County, Washington, on May 17, 1982, Auditor File 396274, and the Revised Restrictive Covenants Plat of Saratoga Terrace, Division No. 1, Revision 1, amended on June 8, 2019, and recorded with the Auditor, Island County, Washington, on 6/12/19, Auditor File 4465278

FURTHERMORE, the Board of Directors declare that all of the following real estate described below and situated in Island County, Washington, most of which is located within the proposed plat of Saratoga Terrace Division No. 1, Island County, Washington, and recorded in the Island County Auditor's Office is owned, held, used, occupied, bought and sold subject to these Revised Restrictive Covenants hereby declared and imposed, which shall constitute covenants running with the land for the general benefit and burden of all property owners and for the benefit of Saratoga Terrace Community Club, a Washington non-profit corporation also commonly known as the Saratoga Terrace Home Owners Association:

Lots 1 through 24 inclusive of Saratoga Terrace, Division No. 1 as per plat recorded in Volume 13 of Plats, page 24, records of Island County, Washington. [Commonly known to the STHOA as Lot Nos. 1 through 24. Tax parcel Nos, S8097-00-00001-0 through S8097-00-00024-0.]

Lot 1 of Island County Short Plat No. 83/53 as approved April 6, 1984 and recorded April 9, 1984 under Auditor's File No. 422943 and in Volume 1 of Short Plats, page 256, records of Island County, Washington, being a portion of the Southeast $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ of the Section 31, Township 31, Range 3 E.W.M., situated in the county of Island, State of Washington. [Commonly known to the STHOA as Lot No. 25. Tax parcel No, R33131-310-5010.] Note: Lot 25 contains an easement which was granted to the Saratoga Terrace Community Club by the then owners in 1981 for a well, water tank, water works and pipelines.

Lot 2 of Island County Short Plat No. 83/53-7.33131.296.5300 as approved April 6, 1984 and recorded April 9, 1984 in Volume 1 of Short Plats, page 256, under Auditor's File No. 422943, records of Island County, Washington; and re-recorded on May 04, 2001 in book 841, page 2192; being a portion of the Southeast Quarter of the Northeast Quarter of the Section 31, Township 31, North Range 3 East of the Willamette Meridian. [Commonly known to the STHOA as Lot No. 26. Tax parcel No. R333131-292-5350.]

Lots nineteen (19) and twenty (20), Woodland Beach. According to the recorded plat thereof in the office of the Auditor of Island County, Washington, in Volume 3 of plats, page 46. [Commonly known to the STHOA as Lot No. 27. R33131-297-4250.]

That portion of Government Lots 4 and 5, in Section 31, Township 31 North, Range 3, East W.M., described as follows: beginning at the Northwest corner of said Government Lot 5, thence South $24^{\circ} 22' 50''$ East 149.75 feet; thence South $33^{\circ} 26' 20''$ East 62.90 feet; then South $56^{\circ} 33' 40''$ West 20.00 feet to THE TRUE POINT OF BEGINNING; thence continuing South $56^{\circ} 33' 40''$ West 93 feet, more or less, to the meander line; thence Northwesterly along said meander line 70 feet, more or less; thence North $51^{\circ} 22'$ East along margin of county road a distance of 117 feet, more or less; thence south $33^{\circ} 26' 20''$ East 78.70 feet TO THE TRUE POINT OF BEGINNING; TOGETHER WITH tidelands of the second class as conveyed by the State of Washington, in front of and abutting thereon, EXCEPT that portion lying below the line of mean low tide. [Commonly known to the STHOA as the "Beach Property". Tax parcel No. R33131-246-4240.]

ARTICLE 2. PURPOSE. It is the purpose of these Revised Restrictive Covenants to:

- 2.1 Limit the use of the property to attractive and pleasant homesites;
- 2.2 Prevent nuisances;
- 2.3 Prevent any impairment of the attractiveness and pleasant enjoyment of the respective lots by the owners thereof;
- 2.4 Maintain a pleasant and desirable home atmosphere in the community;
- 2.5 Secure to each lot owner the full benefit and enjoyment of his home;

- 2.6 Preserve to the respective owners of each lot, in so far as it is reasonably possible, an unobstructed panoramic view from each lot of Saratoga Passage, Whidbey Island, and the Olympic Mountain Range;
- 2.7 Provide adequate security measures for collection and enforcement of dues, assessments and charges for the operation, maintenance and replacement of the water system and recreational property;
- 2.8 Preserve and protect access to the common area beach property owned by Saratoga Terrace Community Club for the general benefit of its members; and

with no greater restrictions on the free and undisturbed use of each building site than is necessary so as to insure these same advantages to all other owners.

ARTICLE 3. A BUILDING SITE DEFINED. A building site is defined as:

- 3.1 A platted lot; or
- 3.2 Any area within the scope of these covenants having a sufficient area to qualify for a building permit under the applicable laws concerning the same.

ARTICLE 4. USE LIMITED TO RESIDENCES.

- 4.1. Residential Use. The use of a building site shall be limited to a single-family dwelling unit for residential use plus one accessory living quarters or guest cottage. See also Island County Title XVII, Zoning, Chapter 17.03 for definitions and additional information.
- 4.2. Commercial Use. There shall be no business or commercial activity carried out upon the premises excepting that a family dwelling may be used as a home office or for a home-based business such as may be conducted by but not limited to a writer, artist, architect, accountant or similar activity wherein the public does not routinely come to the premises. The Board may, at its sole discretion, approve other commercial activities upon petition by the owner. Any business conducted from the property must not negatively impact the quality of life of the other property owners nor the character of the neighborhood. No advertising signs are permitted.

ARTICLE 5. LAWS, RULES, REGULATIONS AND JURISDICTION.

- 5.1. The laws, rules and regulations of county or state bodies having jurisdiction are imposed upon the properties listed in Article I with the same effect as though set forth in this Declaration.
- 5.2. The Saratoga Terrace Community Club shall have the right to review and thereby either approve or reject all plans and specifications for any building or structure to be constructed or modified within the properties which do not conform to the architectural guidelines. Enforcement of these covenants shall be carried out by the Saratoga Terrace Community Club.

- 5.3. The Saratoga Terrace Community Club shall have the authority to adopt Bylaws to carry out the administration and enforcement of these Revised Restrictive Covenants.
- 5.4. The association, through its duly authorized agent, and after reasonable notice to the owner, is hereby authorized to enter any or all of the lots at reasonable times for the purpose of aiding in the enforcement of these covenants and restrictions. This does not include the homes.

ARTICLE 6. SIZE. No residential dwelling having a living floor area of less than 1500 square feet, exclusive of any accessory building, carport or garage, may be erected or permitted to remain on any building site.

- 6.1. Those lot owners who closed the purchase of their property on or before the date of the adoption of these Revised Restrictive Covenants shall be grandfathered under the Restrictive Covenants dated 3/17/82, to wit, the minimum square feet shall be 750 square feet.
- 6.2. Those lot owners who closed the purchase of their property after the date of the adoption of these Revised Restrictive Covenants shall be governed by the minimum square feet of 1500 square feet.

ARTICLE 7. HEIGHT RESTRICTIONS. Except for any additional or alternative restrictions specifically hereinafter mentioned, the maximum finished height of the roof of any structure, including any fence, shall not exceed the elevations hereinafter specified in the following table above the original graded ground level upon which it is located, which elevation shall be measured from the original grade at the highest part of the foundation. See Figure 1.

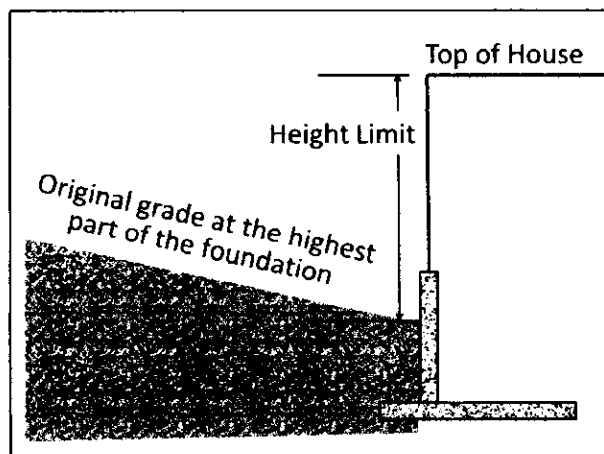


Figure 1.

Lot 1	No Restrictions	Lot 15	15 feet
Lot 2	No Restrictions	Lot 16	14 feet
Lot 3	No Restrictions	Lot 17	14 feet
Lot 4	No Restrictions	Lot 18	14 feet
Lot 5	14 feet	Lot 19	14 feet
Lot 6	No Restrictions	Lot 20	15 feet
Lot 7	No Restrictions	Lot 21	15 feet
Lot 8	No Restrictions	Lot 22	14 feet
Lot 9	14 feet	Lot 23	14 feet
Lot 10	14 feet	Lot 24	No Restrictions
Lot 11	14 feet	Lot 25	No Restrictions
Lot 12	14 feet	Lot 26	No Restrictions
Lot 13	17 feet	Lot 27	No Restrictions
Lot 14	16 feet	Lot 28	No Restrictions

Table of Maximum Finished Height.

ARTICLE 8. STANDARDS OF CONSTRUCTION. The construction of all buildings erected or authorized upon any building site must comply with the requirements of the Island County Building Ordinances and the restrictions stated in these Revised Restrictive Covenants of the Saratoga Terrace Community Club. Where county requirements and Saratoga Terrace requirements may differ, the most restrictive standard shall apply.

ARTICLE 9. SETBACK REQUIREMENTS. Except as may be noted on the face of the plat or as may be required by the Island County Building Code, no building or accessory building shall be placed closer than 30 feet to the front of the property line, nor closer than 20 to the rear property line, nor closer than 5 feet to the side boundaries of any building site. The overhang of any building roof shall not extend closer than 3 feet from a vertical plane extended above the property line.

ARTICLE 10. RIGHT TO VIEW. The right of an unobstructed view, as described in Clause 2.6 of Purposes, is a major amenity appurtenant to all lots in the Plat of Saratoga Terrace Division No. 1 which right exists in and extends to all present and future owners and occupiers of property in this plat.

ARTICLE 11. APPROVAL OF NEW CONSTRUCTION. In order to carry out the general purposes of these Revised Restrictive Covenants and to maintain an unimpaired view from all building sites, no owner shall suffer or permit the construction of any structure, including a fence, on any building site within the properties described in Article I unless an application for approval of a site plan has been prepared and submitted by such lot owner or his duly authorized representative to the Board of Directors of Saratoga Terrace Community Club, herein call the "Board."

- 11.1 The site plan shall be approved in writing by the Board before commencement of construction as meeting the requirements of these Revised Restrictive Covenants and which preserves the right of an unobstructed view appurtenant to all lots in the Plat of Saratoga Terrace Division No. 1 so far as it is reasonably practical.

- 11.2 Members must be in good standing in order to construct any type of structure on their lot. Good standing is defined as all fees, dues, assessments, and penalties and interest (if any) are paid and current and the owner is not in violation of the Restrictive Covenants or Bylaws. Members who are not in good standing shall not be allowed to build.

ARTICLE 12. SITE PLAN REQUIREMENTS. An owner who plans to build on his or her property shall contact the Architecture Committee early in the planning process to determine if the proposed plan complies with these Revised Restrictive Covenants. Failure to do so could result in delays or added costs to the owner needed to bring the plan into compliance. Final plans shall be submitted to the Architecture Committee not later than the date when the application is submitted to Island County. Each site plan submitted to the Board for the approval must contain the following elements:

- 12.1 Name, address and telephone number of the lot owner proposing construction and his or her duly authorized representative, if any, such as a builder, contractor or architect;
- 12.2 Legal description of the building site;
- 12.3 The following scaled drawings of the building site and plans shall be submitted to the Architecture Committee. The plans shall be of sufficient scale and detail to make the plans easily readable.
- (a) Plot plan;
 - (b) Floor plans and foundation;
 - (c) Building elevations and cross-section;
 - (d) Grading plans showing the general configuration and elevations of the work proposed to be constructed, with reference to the topographical elevations of the existing graded ground level of the building site; and
 - (e) Expected date of commencement of construction.

ARTICLE 13. SITE PLAN ENFORCEMENT. The Board is granted jurisdiction to approve or disapprove site plans, and to fix reasonable conditions and make recommendations as to height and width of trees, shrubs, or other landscaping features in cases where the right of view of any other building site owner may become impaired.

ARTICLE 14. PROCEDURE. A lot owner who desires to build upon or landscape his lot or desires a Board recommendation for the removal, topping or trimming of any tree or shrub, or contends that his right to view is unreasonably obstructed may submit an application for Board action in the form of a written statement with supporting information such as sketches, pictures, plans, etc., to the Secretary of the Board for Board action. The Board shall similarly respond in writing. If the Board fails to take action approving or disapproving the application within 30 days after receipt thereof, the Board shall be deemed to have waived its jurisdiction over the matter, without prejudice to the individual or collective rights of any other person or persons owning property within the properties described in Article I to pursue any right or remedy under these

Revised Restrictive Covenants or as may be permitted by law. If the Architecture Committee and/or the Board determines that they need more information from the applicant or more time to review an application, they shall so inform the applicant and provide an anticipated date for a response. The Board may disapprove the application until they receive the additional information.

ARTICLE 15. VARIANCES. The Board shall have the jurisdiction, upon request of any building site owner, to permit a variance from the provisions:

- 15.1 Requiring minimum floor area;
- 15.2 Providing for placement of buildings upon showing there will be no injury or harm to the owner of other properties described in Article I and that such variance does not adversely affect the harmonious development of the entire community;
- 15.3 Providing for standards of construction;
- 15.4 Providing for occupancy;
- 15.5 Providing for construction time.

The Board, in exercising its discretion under this section, shall be guided by a practical concern for the applicant, the adjoining property owners and the general spirit and tenor of these covenants in deciding whether to grant, deny or otherwise dispose of the application.

In acting upon the application, the Board shall set forth in writing its reasoning, findings of facts, and conclusion. No application for a variance shall be granted unless the Board finds:

- (a) The variance will not constitute a grant of special privilege inconsistent with the limitation upon uses of other properties in the vicinity in which the property on behalf of which the application was filed is located, and;
- (b) That such variance is reasonably necessary, because of special circumstances relating to the size, shape, topography, location or surroundings of the subject property to provide it with use rights and privileges permitted to other properties in the vicinity and in the same zone in which the subject property is located; and
- (c) That the granting of such variance will not be materially detrimental or injurious to the property or improvements in the vicinity in which the subject property is situated.

The Board, if it grants such a variance, shall cause to be executed an instrument by the President and Secretary, duly acknowledged, setting forth the nature of the variance or departure from these Revised Restrictive Covenants. It shall be in recordable form acceptable to the Auditor of Island County. If any person feels aggrieved by the decision of the Board, the matter shall be submitted to arbitration as provided by Chapter 7.04A, Revised Code of Washington. The decision of the arbitrator shall be final and expressed in a document in form recordable with the Island County Auditor. The Board's decision is binding as long as it is made in good faith.

ARTICLE 16. OCCUPANCY. No building shall be occupied as a residence until the exterior thereof shall have been substantially completed.

- 16.1 No structure other than a dwelling conforming to the restrictions of Island County shall be occupied as a temporary or permanent residence. No tent, trailer, recreational vehicle or mobile home shall be moved onto or erected or maintained upon the properties described in Article I or occupied as a temporary or permanent residence thereon, unless and until the owner has submitted a Temporary Use Application to Island County and received a Certificate of Temporary Use from Island County. The owner shall present proof of the Certificate to the STHOA Board of Directors.
- 16.2 An exterior finished garage, garden house, trailer, recreational vehicle or mobile home may be temporarily occupied after the owner receives the Certificate of Temporary Use for a period not to exceed six (6) continuous months from the date of issuance during the period of construction of any such dwelling. In the event of circumstances beyond the control of the owner, one extension of the Certificate of Temporary Use for up to six (6) months may be approved by Island County.
- 16.3 Any such temporary structure, if occupied for a period of more than 3 months, shall be connected to a septic tank approved by Island County Health Department. No dwelling shall be occupied unless such dwelling shall have been connected onto a sewer or septic drain field approved by the Island County Health Department
- 16.4 Occupancy of the Temporary Residence shall not continue beyond the date of (1) final expiration of the Certificate of Temporary Use, or (2) the issuance of the Final Inspection of the new or rehabilitated permanent residence, whichever is earlier. By this date, the temporary residence shall be removed from the parcel.

ARTICLE 17. GARBAGE. Outdoor temporary storage of garbage shall be in an enclosed flyproof container. Burning of garbage is prohibited.

ARTICLE 18. FUEL TANKS. All tanks for fuel oil must be buried below the surface of the ground or installed within an enclosure integral with a building. Liquid gas tanks shall be so placed so as not to impair landscaping and general appearance of the neighborhood. All tanks for storage of oil or gasoline shall be buried underground. Liquid propane tanks which are within three (3) feet of the dwelling house do not require screening. All other propane tanks shall be screened with plantings or suitable lattice material so that the tank is not visible from the street.

ARTICLE 19. MAINTENANCE. The owner of each building site upon which a building has been constructed shall keep the same in a neat, clean and orderly condition. Owners of vacant lots shall take steps to ensure the noxious weeds, blackberries, trees and shrubs do not block the view of other owners or become a nuisance.

ARTICLE 20. CONSTRUCTION TIME. All persons commencing construction of any dwelling must complete the same as to the exterior completion within 12 months. Placement of any building material on the lot shall determine the date of commencement of such construction. The Board may consider and grant extension of the construction period for reasonable cause.

ARTICLE 21. RESTRICTIONS AND PROHIBITIONS. Restrictions and prohibited activities include but are not limited to:

- 21.1. Animals. No animal, livestock or poultry of any kind shall be tolerated outdoors on any building site except for household pets (e.g., cats and dogs), not to exceed 3 animals. Pet owners must adhere to Island County ordinances pertaining to ownership responsibilities.
- 21.2. Temporary Parking of Boats, Recreational Vehicles, Trailers and Mobile Homes. Visitors and guests may park a boat, recreational vehicle, trailer or mobile home on the street or in the driveway for not more than seven (7) days provided it in no way obstructs traffic or view and the owners have made proper arrangements for sanitization. Any boat, recreational vehicle, trailer or mobile home that is parked on the street or in a driveway shall be properly anchored and restrained to prevent accidental or unintended movement.
- 21.3. Non-Operable Vehicles and Boats. Unregistered, non-operable or derelict vehicles, boats, recreational vehicles, trailers or mobile homes shall not be parked on any public or private street or easement nor on any lot for more than thirty (30) days in any calendar year.
- 21.4. Gunfire. Any discharge of firearms, except for self defense in accordance with the laws of the State of Washington, from private or common properties within the property limits of the STHOA is strictly prohibited. This specifically prohibits shooting from the beach over the water. Violations of this prohibition shall be subject to a fine of up to one thousand dollars (\$1000) for each offense. Fines for additional violations may be multiples thereof.

ARTICLE 22. AMENDMENTS. These Revised Restrictive Covenants may be supplemented, varied, relaxed, revised or amended by a two-thirds (2/3rds) affirmative vote cast in person or by proxy by the property owners then owning completed dwellings located within the properties of the Saratoga Terrace Community Club on that date. Such vote shall be evidenced by written ballot. The term owner for purposes of this section includes a purchaser then under a signed real estate contract. Any revision of these Revised Restrictive Covenants shall be recorded in the office of the Island County Auditor and shall become effective upon recording thereof.

ARTICLE 23. ENFORCEMENT.

- 23.1 These Revised Restrictive Covenants are enforceable by any individual lot owner, or, in proper cases, the Saratoga Terrace Community Club, in the manner provided by law or equity against any person, firm or corporation violating or attempting to violate these building and use restrictions. Such persons may recover damages for such violations or may be entitled to an order of the Superior Court of Island County restraining such violations or the violations may be enjoined concerning the use of any structure or structures not meeting the requirements of these Revised Restrictive Covenants. Attorney's fees and costs and interest may be recovered by the prevailing party in any such action in the discretions of the Superior Court of Washington.

23.2 Additional enforcement measures are stated in the Bylaws of the Saratoga Terrace Community Club.

ARTICLE 24. INVALIDITY OR UNENFORCEABILITY OF RESTRICTIONS. If any limitation, restriction, servitude or provision of these Revised Restrictive Covenants be declared invalid or unenforceable by any court or governmental body having jurisdiction, such invalidity or unenforceability shall in no manner affect any other section or provision herein all of which shall continue to remain in full force and effect.

ARTICLE 25. DURATION OF RESTRICTIONS. These Revised Restrictive Covenants shall remain in effect until subsequently amended or supplemented by a two-thirds 2/3rds affirmative vote of the property owners then owning completed dwellings located within the properties described in Article I on that date in accordance with the procedures set forth in Article 22.

ARTICLE 26. JURISDICTION. Saratoga Terrace Community Club, a non-profit corporation, hereby accepts jurisdiction and authority to administer the Revised Restrictive Covenants hereinbefore set forth, PROVIDED that the Saratoga Terrace Community Club reserves the right to decline jurisdiction in cases involving matters of law which in its discretion the Board feels should be appropriately refused and recommended to the parties involved for settlement by Washington Superior Court.

ARTICLE 27. MANDATORY MEMBERSHIP. Every owner of a lot within the properties described in Article I shall *ipso facto* be a member of the Saratoga Terrace Community Club. Membership shall be appurtenant to and non-segregable from the ownership of any lot.

ARTICLE 28. DUES, ASSESSMENTS AND CHARGES OF SARATOGA TERRACE COMMUNITY CLUB. The Declarant, for each lot or building site within the land described in Article 1 and each owner by acceptance of a deed to a lot therein shall be deemed to covenant and agree to pay to the Saratoga Terrace Community Club:

28.1 Annual dues, assessments or charges and

28.2 Special assessments for capital improvements,

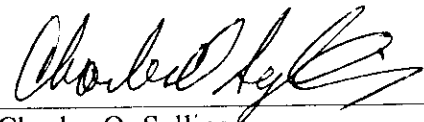
as the same may be lawfully established by the Saratoga Terrace Community Club under the covenants and bylaws. All members as defined in Article I are subject to dues, assessments and fees for the purpose of financing the activities of the Saratoga Terrace Community Club, also known as the STHOA. It is hereby declared that all lots within the jurisdiction of the Saratoga Terrace Community Club shall be charged and/or assessed dues and assessments at the rate approved only by the Board and subject to ratification by the members. The Saratoga Terrace Community Club may at its discretion assess lesser rates for unbuilt lots. See also the Bylaws, Article X, Budgets, Dues and Assessments. Such charges, together with late fees, interest, costs, and reasonable attorney's fees shall commence upon purchase of each lot and be a continuing lien and charge upon the land against which each such charge is lawfully made. Each such charge shall also be the personal obligation of the person who was the owner of the property at the time the assessment became due.

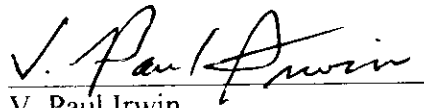
ARTICLE 29. COVENANT COMMON TO LOTS 13 TO 21 INCLUSIVE. A semi-private access easement over portions of Lots 13 to 21 inclusive has been established on the face of the plat. This easement is 30 feet wide and a black top road, Bay Vista Lane, has been installed serving said lots. It is reasonable to expect that at some time in the future it may be necessary establish a fund for the maintenance of said roadway. It shall be the responsibility of the owners of Lots 13 to 21 to contribute towards such maintenance charges which should not be borne by the other lot owners. Saratoga Terrace Community Club, therefore, shall have the right to levy a maintenance charge in the amount of \$1.00 or more per year for Lots 13 to 21 which shall be in addition to other charges and assessments levied by the Saratoga Terrace Community Club. Any additional improvements or extraordinary expense arising by reason of the said private roadway may be levied only after a two-thirds 2/3rds vote of the owners of constructed dwellings upon Lots 13 – 21.

ARTICLE 30. ANTI-DISCRIMINATION. Saratoga Terrace Community Club does not and shall not discriminate on the basis of race, color, religion (creed), gender, gender expression, age, national origin (ancestry), disability, marital status, sexual orientation, or military status, in any of its activities or operations.

CERTIFICATIONS.

Having been approved on June 8, 2019, by a two-thirds (2/3rds) affirmative vote of the property owners then owning completed dwellings located within the properties of the Saratoga Terrace Community Club, these Revised Restrictive Covenants are hereby adopted and executed on June 8, 2019.


Charles O. Sylling
President


V. Paul Irwin
Secretary

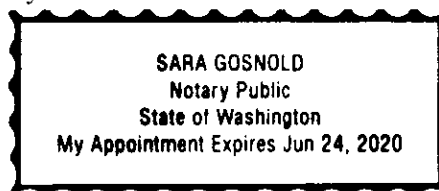
NOTARY ACKNOWLEDGEMENT:

State of Washington
County of Island

I certify that I know or have satisfactory evidence that Charles Sylling & V. Paul Irwin are the person(s) who appeared before me; and said person(s) acknowledged that he/she/they signed this instrument and acknowledged it to be his/her/their free and voluntary act for the uses and purposes mentioned in the instrument.


Signature
Notary Public, State of Washington
Residing at Camano Island

SARA GOSNOLD
Printed Name
My Appointment Expires on June 24, 2020



History of Changes:

The original declaration of Restrictive Covenants was recorded at the Island County Auditor's Office on May 17, 1982, in Volume 510 page 2478, Auditor File 396274.

The Revised Restrictive Covenants, Revision 1, revised Article 22. They were adopted and executed on June 8, 2019, and recorded at the Island County Auditor's Office on 6/12/19, 2019, Auditor File 4465278.