

**RESTATED BUILDING AND USE RESTRICTIONS FOR
THE PLAT OF CAMALOGH, DIVISIONS NO. 1, 2, 3, AND 4
ISLAND COUNTY, WASHINGTON
(2017)**

This document constitutes an updated statement of the Building and Use Restrictions of the Plat of Camaloch:

Division 1, recorded in Volume 9 of Plats, page 30
Division 2, recorded in Volume 9 of Plats, page 76
Division 3, recorded in Volume 10 of Plats, page 12
and Division 4, recorded in Volume 10 of Plats, page 30

records of Island County, Washington, including all amendments through May 17, 1992. It is a consolidation of documents recorded under Island County Auditor's File Nos. 195457, 196882, 204919, 204975, 209627, 209628, 213507, 213508, 226351, 272711, 272712, 272713, 272714, 360129, 396359, 396360, 396361, 850005412, 87006744, and _____.

These Building and Use Restrictions constitute covenants, which run with the land and are binding on all parties and all persons claiming under them, and are for the benefit of and limit all future owners of said land. They are imposed for the purpose of keeping the PLAT OF CAMALOGH uniform, suitable and desirable as to architectural design and use as hereinafter specified.

BUILDING AND USE RESTRICTIONS

1. No lot shall be used except for single-family residence purposes. Use and occupancy shall be subject to the provisions of the Articles of Incorporation and By-Laws of CAMALOGH ASSOCIATION, INC., a nonprofit, non-stock Washington corporation.

PROVIDED, that Lots 10, 11, 12 and 13, Division 1, may be used for a community beach and park area with appropriate buildings.

Lot 154, Division 1, constitutes that portion of Smith Lake included within Division 1, PLAT OF CAMALOGH. Only rowboats, canoes and/or small sailboats may be used upon said Lot 154, and specifically no motors may be used upon such boats, canoes or sailboats.

With the exception of Lots 10, 11, 12 and 13, Division 1, no docks, lands, piers or other structures are to be constructed which project out into Lot 154 of said Plat.

CAMALOGH ASSOCIATION, INC., a Washington non-stock, nonprofit corporation, shall have the right to make additional regulations pertaining to the use of said Lots 10, 11, 12 and 13 and Lot 154, Division 1, as a community park area, and such regulations to be effective must be recorded with the Island County Auditor.

2. No building shall be erected, placed or altered on any lot until the construction plans; specifications and a site plan showing the location of the structure have been approved by the Architectural Committee as to workmanship and material, as to harmony of external design with existing structures, and as to location with respect to topography and finish grade elevation.

3. From the time that the construction of any dwelling is commenced, the exterior finish and appearance of same must be completed within 15 calendar months.

4. (a) All construction must be new construction and no used buildings may be moved onto any lot. No metal, canvas or plastic structures used for motor vehicle covers (i.e. Boat/RV/Car ports) shall be built or placed on any lot. Existing structures not in compliance as of the effective date of this covenant shall be considered grand fathered.

- (b) Mobile homes shall be prohibited on all lots. The term “mobile home” means a structure, transportable in one or more sections, which is 32 body feet or more in length and is 8 body feet or more in width, and which is built on a permanent chassis and designed to be used as a dwelling with or without a permanent foundation when connected to the required utilities, and includes the plumbing, heating, air conditioning, and electrical systems contained therein.
- (c) Modular homes are permitted on all lots. The term “modular home” means any factory-built housing designed primarily for residential occupancy by human beings, which does not contain a permanent frame and must be mounted on a permanent foundation.
- (d) Motor vehicles, motor homes, campers, travel trailers, tent campers, boat trailers, and non-commercial utility trailers may only be placed, stored or used on lots under the following conditions:
1. Each such unit must have a current state license.
 2. Any unit occupied for human habitation must be connected to a sewage disposal system, including a drain field and said system must be approved by the Island County Health Department. No on-site sewage holding tanks shall be allowed. Mobile units may use self-contained holding tanks but, in such cases, they may not be occupied for more than seven consecutive days. The contents of holding tanks shall not be disposed of within CAMALOCHE.
 3. No unit shall be occupied for human habitation for longer than 120 days per calendar year.
 4. With the exception of currently licensed motor vehicles, none of the above mentioned shall be stored or occupied on road rights-of-way.
 5. Unlicensed motor vehicles, for the purpose of repair or restoration, shall be kept in an enclosure and not visible to the public.
5. Construction on any lot shall require a building permit and sewage disposal permit prior to the commencement of work, and the Building Code for Island County, Washington is made a part of these restrictions insofar as they are not inconsistent with the express terms hereof. No lot of the area may be subdivided.
6. Each residence shall have a minimum of 1,000 square feet of main floor area, exclusive of any portion used for a garage or for an outside deck. PROVIDED, that a variance may be granted to reduce said minimum square footage to not less than 800 square feet of main floor area in hardship cases where additional open yard area is required for septic system purposes. An application for such a variance shall be filed with the Architectural Control Committee, which shall forward its recommendation to the Board of Trustees. The decision of the Board of Trustees shall be final.
7. No fence, wall or hedge higher than six (6) feet shall be erected or maintained on any lot. No structure or vegetation shall be allowed to endanger or encroach upon any adjoining property, or create hazards for motorists or pedestrians on common rights-of-way.
8. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may become an annoyance or nuisance to other lot owners.
9. No livestock or poultry shall be permitted on any lot.

10. These restrictions shall run for a period of 20 years from the date these covenants are recorded, after which time said covenants shall automatically extend for successive periods of 10 years, unless by a vote of a majority of the then owners or purchasers entitled to possession it is agreed to change or cancel said covenants, in whole or in part. Each lot carries one vote, and as to lots covered by contract for sale or purchase, the purchaser shall have the right to exercise such vote.
11. At any time during the life of these restrictions the same may be amended or changed by a majority vote of the members of the Association attending two consecutive annual meetings of the Association; PROVIDED, that special notice of the proposed amendment or change was mailed by the Secretary to all members, at the addresses appearing on the books of the corporation, not less than 20 days prior to the date of each such annual meeting.
12. A speed limit of 20 m.p.h. is hereby imposed upon all roads within Divisions 1, 2, 3 and 4 of the PLAT OF CAMALOCH.
13. In the event of a breach of any of the covenants contained herein, CAMALOCH ASSOCIATION, or any member of the Association, may commence legal proceedings, at law or in equity, against the violators, with the costs of such proceedings, and reasonable attorney's fees, to be paid by the nonconforming lot owner. Such proceedings may be to restrain, to enjoin, to recover damages, or to cause the removal of nonconforming structures. In addition, the By-Laws of the Association may provide for administrative remedies and penalties against a nonconforming lot owner.
14. Lot purchasers of CAMALOCH, Divisions No. 1, 2, 3 and 4, Island County, Washington, upon signing a land contract for the purchase of any such lot or by their acceptance of a deed to any such lot, shall become members of "CAMALOCH ASSOCIATION, INC." pursuant to its By-Laws. The road system, water system and community beach tracts of said Divisions shall be conveyed to such nonprofit corporation, when it is deemed reasonable by CAMALOCH, a Limited Partnership. The Articles of Incorporation of CAMALOCH ASSOCIATION, INC. include, among the purposes of the corporation, the duty of the enforcement of the restrictions, the maintenance, preservation and improvement of the roadways, the maintenance of the water system, the maintenance of the community beach, the control of Smith Lake located in the NE 1/4 of Section 31, Township 32 North, Range 3 East, W.M., Island County, Washington, and the transaction of such other business as may be permitted by law. The purchaser of any lot in said Divisions, whether it be by contract or for cash, agrees to pay the nonprofit corporation dues or assessments which may be fixed by its By-Laws or by lawful action of its Board of Directors. It is understood and agreed that the Articles of Incorporation and By-Laws shall provide that each purchaser of a lot in said Divisions shall be entitled to one vote at all elections or on all matters that may come before a meeting. CAMALOCH, a Limited Partnership, shall be entitled to and be obligated to accept membership in the corporation, and shall have the benefit and bear the burdens of such membership with respect to unsold lots in said Divisions which are opened for sale.
15. Invalidation of any one of these covenants by judgment or court order shall in no way effect any of the other provisions, which shall remain in full force and effect.
16. The general partners of CAMALOCH, a Limited Partnership, acting jointly or through a designated representative, shall be the Architectural Control Committee until all lots are sold, or until it is deemed appropriate for CAMALOCH ASSOCIATION, INC. to take over this duty.
17. No person who owns or who is responsible for a pet shall allow said pet to run at large on property owned or occupied by any other person, or on the roads, golf course, or other property owned by the Association.

18. All lots within the plat of Camaloch including improved upon vacant lots shall be required to maintain grasses & weeds at a height of no more than 6 inches. Vacant lots still in their natural state may remain so as long as they do not impose any burden on neighboring lots such as encroachment of wild black berry vines and/or brush in general. Lots still in their natural state are required to maintain black berry vines at least 5 feet away from neighboring lots and association property. When the average height of the grasses & weeds on a lot is taller than 10 inches, or the black berry vines on any lot allowed to reach the property line, the corporation shall have the right without notice to have the lot mowed or black berry vines cut back and its owner billed for the cost plus 15%.

CAMALOCH ASSOCIATION, INC.

By *Lee Clemetson*
LEE CLEMETSON, PRESIDENT

By *Marilyn J. Grosjean*
MARILYN GROSJEAN, SECRETARY

STATE OF WASHINGTON)
COUNTY OF ISLAND) as

I certify that I know or have satisfactory evidence that LEE CLEMETSON and MARILYN GROSJEAN signed this instrument, on oath stated that they were authorized to do so, and acknowledged them as the president and secretary, respectively, of CAMALOCH ASSOCIATION, INC., to be the free and voluntary act of such party for the uses and purposes therein mentioned.

DATED this 9 day of May, 2017

NOTARY PUBLIC in and for the State of Washington, residing at Camaloch - 326 NE Camano Drive
My commission expires December 15, 2020

