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DECLARATION -  
DECATUR SHORES PROPERTY RESTRICTIONS

KNOW ALL MEN BY THESE PRESENTS: That DECATUR SHORES INVESTORS, a limited partnership, the owner and developer of the below described real property situated on Decatur Island, San Juan County, State of Washington, does hereby certify and declare that the restrictions, limitations, and conditions hereinafter set forth are established as to said property and will be applicable with respect to any and all plats of said property or any portion thereof during the term provided for as to these restrictions, the said real property being described as follows:

The following portions of Section 21, Township 35 North, Range 1 West, W.M., in San Juan County, Washington:

The north one-half of the northwest quarter; the northeast quarter, the north one-half of the southeast quarter; the southwest quarter of the southeast quarter; and Government Lot 2.

The following portions of Section 28, Township 35 North, Range 1 West, W.M., in San Juan County, Washington:

The northeast quarter of the northeast quarter; EXCEPT the east 10 acres thereof; Government Lot 1 and Government Lot 2; EXCEPT for the following described tract in Sections 21 and 28:

Beginning at a point on the boundary between said Sections 21 and 28, which point is north 89°53'20" west 3135.5 feet of the Section corner common to said Sections; thence north 32° east 490.0 feet; thence south 89°53'20" east 180.0 feet; thence south 32° west 515.1 feet to a point in Section 28 marked by a 1 inch iron pipe on the bank above the beach; thence continuing south 32° west 35 feet, more or less, to the line of ordinary high tide; thence westerly along said line of ordinary high tide to a point which is south 32° east of said point of beginning; thence north 32° east 40 feet, more or less, to a point marked by a 1 inch iron pipe on the bank above the beach; thence continuing north 32° east 38.1 feet to said point of beginning; and

EXCEPT that portion of Government Lot 2 in Section 21 described as follows:

Beginning at a point on the north margin of the county road, which point is marked by a concrete monument and is south 1456.7 feet and east 1035.6 feet of the west one-quarter

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at request of *Cartano, Botzer & Chapman*

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

*M. J. Cahill Sec.*

CARTANO, BOTZER AND CHAPMAN

1000 10th BUILDING

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corner of said Section 21; thence north 56° 34' east 309.5 feet to a point on the north boundary of said Government Lot 2; thence along said north boundary, south 88°34' west 440.1 feet to a point marked by a concrete monument on the bank above the beach; thence continuing south 88°34' west 30 feet, more or less, to the line of ordinary high tide; thence southerly along said line of ordinary high tide to a point which is south 56°34' west of the said point of beginning; thence north 56°34' east 75 feet, more or less, to the said point of beginning; and

EXCEPT portions thereof within county roads as conveyed to the County of San Juan.

The restrictions, limitations and conditions applicable are as follows:

1. Definitions:

- (a) Developer is Decatur Shores Investors, a limited partnership.
- (b) Decatur Shores Community Association is a non-profit corporation to be formed by the developer to hold title to and manage community areas and facilities within the above described tract.
- (c) Owner is a person, group or entity entitled to the beneficial use and rights of ownership of a parcel of land within the tract, and may be either a purchaser or the fee owner, dependent only on the right to the beneficial use.
- (d) Assessments are charges against the properties within the tracts for the pro rata shares of the cost of maintenance and operation of the community areas and facilities.

2. Term of Restrictions:

The restrictions, limitations and conditions established hereby shall be binding on all owners and their successors in interest, heirs or assigns for a period of twenty-five (25) years from the date these covenants are recorded, after which time they shall be automatically extended for successive periods of ten (10) years, unless an instrument signed by a majority of the then owners has been recorded changing said covenants in whole or in part.

- 3. The covenants established hereby shall be covenants running with the land. If any owner of land in said tract or his successor, heir or assign shall violate or attempt to violate any

of the covenants herein, it shall be lawful for any other person or entity owning any interest in real property situated in said tract to prosecute any proceedings in law or in equity against such person or persons to either prevent such person from doing so or to recover damages for such violation.

4. The Decatur Shores Community Association shall:

- (a) Hold title to all property and facilities of a community nature established through platting or dedication by deed of properties within the above described tract, and preserve, maintain, and pay taxes on same.
- (b) Prescribe terms and conditions for use of all such community property and facilities.
- (c) Establish assessments as necessary to finance the association's responsibilities and activities, and the terms for payment of such assessments.
- (d) Act as the principal entity in the enforcement of these covenants.
- (e) Manage such other community developments as the membership of the Association shall authorize, such as a community water system.
- (f) Have the power to dedicate any of said lands to the public for street or park purposes, and to at any time grant rights of way through, over, upon, across and beneath the surface thereof to private persons and corporations for the purpose of installing, erecting, and maintaining all pipes, conduits, lines and appurtenances necessary for conducting gas, water, electricity and other utility services.

5. Assessments and Liens:

- (a) The properties within the tract other than community properties and facilities in the name of Decatur Shores Community Association shall be assessed on a pro rata basis in proportion to the ratio between the assessed valuation of the tract assessed to the total assessed valuations of all such properties subject to assessment for the purpose of supply funds for community association purposes, including, but not limited to, the payment of taxes, insurance and maintenance costs of community services such as roads. The assessed valuations for purposes of pro rating association assessments shall be those established by the County Assessor.
- (b) In the event that community assessments are

not paid by the due date thereof, said assessments shall become a lien on the property subject thereto in favor of Decatur Shores Community Association. Said Association may proceed by appropriate action to foreclose its said lien against said property subject thereto and shall have the right to recover in addition to the amount of said assessment interest thereon at the rate of 12% per annum from the due date of said assessment and such sum as may be adjudged reasonable for attorneys fees together with its costs in such action.

- (c) The total of community assessments for any calendar year shall be in such amount that the maximum assessment as to any lot or parcel within the tract shall not exceed \$10.00 per acre or portion thereof.

6. Membership in Community Association:

Each lot or tract shall entitle its owner to voting membership in the Decatur Shores Community Association; provided that no individual shall be entitled to more than one vote. If a husband and wife own two lots or parcels within the tract as community property, the husband can claim the right to vote resulting from one ownership and the wife for the other. Where property is held by tenants in common, the tenants in common shall designate in writing a designee as holding the right of voting membership.

7. Invalidation:

Invalidation of any one of these covenants shall in no way affect any of the other provisions which shall remain in full force and effect.

DECATUR SHORES INVESTORS, a  
limited partnership by its  
general partner, UNION PROPERTIES,  
INC.

By Leonard Mannon President

By Raige Baxter Secretary

STATE OF WASHINGTON )  
 ) ss  
COUNTY OF KING )

On this 11<sup>th</sup> day of May, 1969, before me, the undersigned, a notary public in and for the State of Washington, duly commissioned and sworn, personally appeared LEONARD MANNON and RALEIGH BAXTER, to me known to be the president and secretary-treasurer, respectively, of the corporation that executed the foregoing instrument, and acknowledged the said instrument to be the free

GARTANO, BOTZER AND CHAPMAN  
1000 1<sup>st</sup> M BLDG  
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1 and voluntary act and deed of said corporation, for the uses and  
2 purposes therein mentioned, and on oath stated that they were  
3 authorized to execute the said instrument.

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

*Robert A. O'Neill*  
Notary Public in and for the State  
of Washington residing at Seattle

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