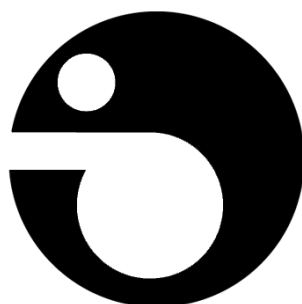




**shelter bay community, inc.™**

**DECLARATION OF PROTECTIVE  
COVENANTS  
PERTAINING  
TO DIVISIONS 1, 2, 3, & 4**



**INCLUDES AMENDMENTS TO DATE  
May 2025**



**SHELTER BAY DIVISION #1 THROUGH #5  
CONSOLIDATION OF THE PROTECTIVE COVENANTS**

**DECLARATION OF PROTECTIVE COVENANTS**

*The Booklet of Protective Covenants applies to all Divisions 1 through 5,  
with the following clarification for each Division.*

**SHELTER BAY DIVISION #1**

The Declaration of Protective Covenants applies to the **Plat of Shelter Bay, Division #1**. All language applies except as hereinafter modified:

- 1) The preamble contained on the first page and top of the second page is stricken and the following substituted:

**SHELTER BAY DIVISION #1**

***DECLARATION OF PROTECTIVE COVENANTS***

This Indenture and declaration of covenants running with the land, made this 4<sup>th</sup> day of August, 1969 by Shelter Bay Company, (a Washington corporation), Robert B. Clifton and Lola M. Clifton, his wife, and Frederic L. Lombard and Ellen M. Lombard, his wife,

WITNESSETH;

WHEREAS, said parties are the owners in fee of Shelter Bay Division #1, an addition to Skagit County, Washington, as recorded in Volume 9 of Plats, Pages 80 and 81, official records of Skagit County, which property is located in Skagit County, Washington, and

WHEREAS, it is the desire of said parties that said covenants be recorded and that said protective covenants be thereby impressed upon said land, now therefore

It Is Hereby Made Known That said parties do by these presents make, establish, confirm and hereby impress upon Shelter Bay Division #1, an addition to Skagit County, Washington according to the plat thereof recorded in Volume 9 of Plats, Pages 80 and 81, records of Skagit County, Washington, which property is all located in Skagit County, Washington, the following declarations, restrictions and covenants to run with said land, and do hereby bind said parties and all of their future grantees, assignees, and successors to said declarations, restrictions and covenants for the term hereinafter stated.

- 2) Article IV, Paragraph 30, Subparagraph “g” is stricken in its entirety.
- 3) Article VI, Paragraph 1, is stricken and the following substituted therefore:
  1. Term. These covenants and restrictions shall be binding on all parties and persons claiming under Shelter Bay Community, Inc. for a period of twenty-five (25) years from the date this declaration is recorded, after which time said covenants and restrictions shall be automatically extended for successive periods of ten (10) years, unless an instrument signed by a majority of the then owners of all lots within the Plat of Shelter Bay, Division #1 has been recorded, agreeing to extinguish or change said covenants and restrictions in whole or in part

**SHELTER BAY DIVISION #1 THROUGH #5  
CONSOLIDATION OF THE PROTECTIVE COVENANTS**

- 4) Article VI, Paragraphs 8 and 9, are stricken in their entirety.
- 5) Last page, Declaration DATED this 4<sup>th</sup> day of August, 1969.
- 6) Recorded by Shelter Bay Company on the 28th day of August, 1969, under Auditor's file # 730374,

**SHELTER BAY DIVISION #2**

The Declaration of Protective Covenants applies to the **Survey of Shelter Bay, Division #2**. All language applies except as hereinafter modified or clarified:

- 1) The preamble contained on the first page and top of the second page includes the following data in the blanks:
  1. Paragraph 4, recorded under Auditor's File # 728258.
  2. Paragraph 6, recorded by Shelter Bay Company on the 27<sup>th</sup> day of June, 1969, under Auditor's file # 728258, (no Volume or Page numbers).
- 2) Article VI, Paragraph 8, "Declaration of Protective Covenants" dated June 18, 1969, and recorded in the official records of Skagit County, Washington, Auditor's File #728259, (No Volume or Page numbers).
- 3) Last page, Declaration DATED this 18<sup>th</sup> day of June, 1969.

**SHELTER BAY DIVISION #3**

The Declaration of Protective Covenants applies to the **Survey of Shelter Bay, Division #3**. All language applies except as hereinafter modified or clarified:

- 1) The preamble contained on the first page and top of the second page includes the following data in the blanks:
  1. Paragraph 4, recorded under Auditor's File # 737014.
  2. Paragraph 6, amend first sentence: "All lots, tracts and parcels within the Survey of Shelter Bay Division #3, being portions of Section 35, Township 34 North, Range 2 East, and Section 2, Township 33 North, . . ."
  3. Paragraph 6, recorded by Shelter Bay Company on the 17<sup>th</sup> day of March, 1970, under Auditor's file # 737014, (no Volume or Page numbers).
- 4) Article VI, Paragraph 8, "Declaration of Protective Covenants" dated March 5, 1970, and recorded in the official records of Skagit County, Washington, Auditor's File #737015, (No Volume or Page numbers).

Last page, Declaration DATED this 5<sup>th</sup> day of March, 1970.

**SHELTER BAY DIVISION #1, 2, 3, &4  
DECLARATION OF PROTECTIVE COVENANTS**

**SHELTER BAY DIVISION #4**

The Declaration of Protective Covenants applies to the **Survey of Shelter Bay, Division #4**. All language applies except as hereinafter modified or clarified:

- 1) The preamble contained on the first page and top of the second page includes the following data in the blanks:
  1. Paragraphs 2 and 3 to read as follows:

“WHEREFORE, the Declarant is the Lessee of certain real property located in Skagit County, State of Washington, of which the property hereinafter described is a portion, in accordance with that certain Business Lease #5086, Contract No. 14-20-0510-303, approved by the Department of Interior, Bureau of Indian Affairs, Portland Area Office, Portland, Oregon, on the 31<sup>st</sup> day of July, 1969, which is on file therewith; wherein the Swinomish Indian Tribal Community, et al appear as Lessor; and

WHEREAS said lease was recorded on the 11<sup>th</sup> day of August, 1969, Auditor’s File #729786, Volume 34, Pages 821 through 879, official records of Skagit County, Washington, and by reference are incorporated herein as though set forth in full; and”
  2. Paragraph 4, recorded under Auditor’s File #740962.
  3. Paragraph 6, amend first sentence: “All lots, tracts and parcels within the Survey of Shelter Bay Division #4, being portions of Section 2, Township 33 North, Range 2 East, Willamette Meridian, Swinomish Indian Reservation...”
  4. Paragraph 6, recorded by Shelter Bay Company on the 8<sup>th</sup> day of July, 1970, under Auditor’s file #740962, (no Volume or Page numbers).
- 2) Article IV, Paragraph 30, Subparagraph “g” to read as follows:

“Other Facilities. The Declarant, by way of having a Master Lease and being Lessor in accordance with Business Lease No. 5086, Contract No. 14-20-0510-303, approved by the Department of Interior, United States Government, Bureau of Indian Affairs, Portland Area Office, Portland, Oregon, filed therewith on July 31, 1969, 122-270 Branch of Realty, Title & Records Section, which lease was recorded on the 11<sup>th</sup> day of August, 1969, in the official records of Skagit County, Washington, under Auditor’s File No. 729786, Volume 34, Pages 821 to 879 inclusive, and/or as Lessee or owner of lands known as Shelter Bay, is subdividing or has subdivided said lands into divisions and is developing or has developed roads, parks, trails, community beaches, community tracts, permanent access and use to waters and community facilities, for the exclusive common use and enjoyment of the lessees or owners of lots designated on the Survey of Shelter Bay, Division #4 and/or the lessees or owners of further lots in further subdivisions of the lands to be known as Shelter Bay, covenants to develop and make said improvements on said lands in accordance with the Survey of Shelter Bay Division #4 and subsequent subdivisions in accordance with surveys or unrecorded plats thereupon.”
- 3) Article VI, Paragraph 8, “Declaration of Protective Covenants” dated June 19, 1970, recorded in the official records of Skagit County, Washington, Auditor’s File #740963, (No Volume or Page numbers).

**SHELTER BAY DIVISION #1, 2, 3, &4**  
**DECLARATION OF PROTECTIVE COVENANTS**

- 4) Article VI, Paragraph 9, “This Declaration has been approved by the Department of Interior, Bureau of Indian Affairs, Portland Area Office, Portland, Oregon, on the 23<sup>rd</sup> day of June, 1970. In the event that the interest of Shelter Bay Company, a Washington corporation, shall be terminated in the Business Lease #5086, Contract No. 14-20-0510-303, approved by the Department of Interior, Bureau of Indian Affairs, Portland Area Office, Portland, Oregon on the 31<sup>st</sup> day of July, 1969, and on file therewith, wherein the Swinomish Indian Tribal Community, et al is the Lessor, which lease was recorded on the 11<sup>th</sup> day of August, 1969, Auditor’s File #729786, Volume 34, Pages 821 thru 879, official records of Skagit County, Washington, above stated, and by reference incorporated herein, this Declaration and all provisions therein shall continue and remain effective as provided for in Article VI, Paragraph 1 hereof, ....”
- 5) Last page, Declaration DATED this 19<sup>th</sup> day of June, 1970.

**SHELTER BAY DIVISIONS #1 THROUGH #5**

**Consolidation of Article VI, Section 7**

According to Board of Directors, Resolution No. 07-17, adopted December 12, 2007, the consolidation is as follows:

“Article VI, Section 7 of the Declarations of Protective Covenants for Divisions I through V of Shelter Bay Community, Inc., shall be consolidated into a single Covenant governing all divisions.”

**SHELTER BAY DIVISION #1, 2, 3, &4**  
**DECLARATION OF PROTECTIVE COVENANTS**

KNOW ALL MEN BY THESE PRESENTS: That Shelter Bay Company, A Washington corporation, which is hereinafter referred to as "Declarant" does hereby declare as follows:

WHEREFORE, the Declarant is the lessee of certain real property located in Skagit County, State of Washington, of which the property hereinafter described is a portion, in accordance with that certain Business Lease #5020, Contract No. 14-20-0500-2949, approved by the Department of Interior, Bureau of Indian Affairs, Portland Area Office, Portland, Oregon, on the 16th day of August, 1968 and the amendment thereto approved by the Department of Interior, Bureau of Indian Affairs, Portland Area Office, Portland, Oregon on the 22nd day of April, 1969, which are on file therewith; wherein the Swinomish Indian Tribal Community, et al appear as lessor; and

WHEREAS said lease was recorded on the 8th day of April 1969, Auditor's File #725143, Volume 29, Pages 319 through 399, and said amendment was recorded on the 14th day of May, 1969, Auditor's File #726476, Volume 31, Pages 1 through 19, official records of Skagit County, Washington, and by reference are incorporated herein as though set forth in full; and

WHEREAS Shelter Bay Company, the Declarant, with the approval of the Department of Interior, Bureau of Indian Affairs, Portland Area Office, Portland, Oregon has caused a portion of said property to be subdivided and developed into homesites, roads, trails, parks, greenbelts, community areas, community beaches, and waterways or reserved for future subdivision and development as any or all of the aforesaid or for multi-family dwelling or commercial purposes, to be known as: Shelter Bay Division #\_\_\_\_\_, hereinafter sometimes referred to as "Survey" in accordance with the "Survey of Shelter Bay Division #\_\_\_\_\_" on file therewith and recorded under Auditor's File #\_\_\_\_\_, Vol.\_\_\_\_\_, Pages\_\_\_\_\_, in the official records of Skagit County, Washington, and by reference incorporated herein as though set forth in full.

NOW THEREFORE, in order to preserve the natural beauty of Shelter Bay Division #\_\_\_\_\_, an area in accordance with the Survey above referred to, and to provide for the control of structures to be erected thereon, improvements to be made thereon, and use thereof in general, the following restrictions are hereby declared to be covenants running with the land and binding upon future owners and lessees, their heirs, successors and assigns, and subject to which covenants the following described property shall be leased, held, used, occupied and developed:

All lots, tracts and parcels within the Survey of Shelter Bay Division #\_\_\_\_\_, being portions of Sections 35 and 36, Township 34 North, Range 2 East, and Sections 1 and 2, Township 33 North, Range 2 East, Willamette Meridian, Swinomish Indian Reservation, Skagit County, Washington, and approved by the Department of Interior, Bureau of Indian Affairs, Portland Area Office, Portland, Oregon and on file therewith, and recorded by Shelter Bay Company on the \_\_\_\_ day of \_\_\_\_\_, 1969, under Auditor's File #\_\_\_\_\_, Volume\_\_\_\_\_, Pages\_\_\_\_\_, official records of Skagit County, Washington, and by reference thereto incorporated herein as it appears in said records, as though set forth in full, and property described as the Northwest 1/4 of the Northwest 1/4 of the Southwest 1/4 of Section 36, Township 34, North, Range 2 East W.M., EXCEPT the West 320 feet thereof, and the West 320 feet of the Northwest 1/4 of the Northwest 1/4 of the Southwest 1/4 of Section 36, Township 34 North, Range 2 East W.M. (commonly known as the vehicle storage lot), and any property subsequently purchased or otherwise acquired by Shelter Bay Community, Inc. (5/87)

The following declarations, restrictions, and covenants upon the above-described property and said property shall be held, conveyed, leased, assigned, and/or transferred upon and subject to the restrictions, covenants, conditions, reservations, easements, liens and charges hereinafter set forth in the instruments incorporated herein:

**SHELTER BAY DIVISION #1, 2, 3, &4**  
**DECLARATION OF PROTECTIVE COVENANTS**

**ARTICLE I**  
**ENFORCEMENT**

The power to enforce the restrictions, covenants, conditions, reservations, easements, liens and charges hereinafter set forth is to reside in Shelter Bay Community, Inc., its successors, and assigns, a non-profit corporation organized under the laws of the State of Washington.

No property other than that described above shall be deemed subject to this Declaration unless and until specifically made subject thereto. Declarant, or its successors or assigns may from time to time subject additional real property presently held or contiguous real property to be acquired to the restrictions, covenants, conditions, reservations, easements, liens, and charges herein set forth by appropriate reference thereto. This Declaration is intended to replace any and all covenants and conditions to which said property has heretofore been subjected, and any and all covenants and conditions heretofore made affecting the said property are hereby declared null and void.

**ARTICLE II**  
**GENERAL PURPOSE OF CONDITIONS**

The said property is being subjected by this Declaration to the restrictions, covenants, conditions and reservations, easements, liens and charges hereby declared to insure the best use and most appropriate development of each building site thereof, to protect the owners of building sites against such improper use of the surrounding building sites, as will depreciate the value of their property; to preserve, so far as practicable, the natural beauty of said property; to **guard against the erection thereon of poorly designed or proportioned materials; to obtain harmonious color schemes;** to insure the highest and best development of said property: to encourage and secure the erection of **attractive homes** thereon with appropriate locations thereof on building sites; to secure and **maintain proper setbacks from streets and adequate free spaces between structures;** and in general to provide for a high quality of improvements of said property, and thereby enhance the value of investments made by owners of lots or leaseholds therein.

**ARTICLE III**  
**DEFINITIONS**

Whenever used in this Declaration, the following terms shall have meaning given them in this Article III.

1. "Said Property" shall mean all the land and tidelands abutting thereto encompassed within the (Plat or Survey) of Shelter Bay, Division No.\_\_\_\_, Skagit County, Washington.
2. "Declarant" shall mean Shelter Bay Company (a Washington corporation) which is signatory to this Declaration and its assigns and successors in interest, so that it shall be clearly understood that such rights, privileges, and options as are herein reserved to or established for the Declarant are subject to assignment and transfer by it to the extent of its interest therein, and are in no way to be deemed personal to it alone or terminable by such transfer or assignment.
3. "Owner", "Owner of a Leasehold", "Holder of a Lease" shall mean the party or parties in interest to the ownership of the lot or lots or lease or leases of the lot or lots in the (Plat or Survey) of Shelter Bay Division No.\_\_\_\_ to which the Declarant has received last written notice of the name or names and addresses thereof.
4. "The Committee Responsible" shall mean a committee or committees or the Community Manager/designee as appointed by the Board of Directors of Shelter Bay Community, Inc. to be responsible for the particular function or functions to be performed. (5/21)



**SHELTER BAY DIVISION #1, 2, 3, &4  
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**ARTICLE IV  
COVENANTS AND RESTRICTIONS**

1. **Land Use.** All lots, tracts, and parcels of the said property shall be used only as set forth and such designated usage can be changed only by approval of Shelter Bay Community, Inc., as provided in the Articles of Incorporation and By-Laws of said corporation. Lots, tracts, or parcels of the (Plat or Survey) of Shelter Bay Division #\_\_\_\_ shall be used for single-family residence only except for those lots, tracts, or parcels specifically denoted as "Reserved" and except for such lots, tracts, or parcels as are specifically designated upon the said survey for roads, parks, trails, utilities, greenbelts, community beaches, waterways, recreation areas. (7/71, 5/01)
2. **Architectural Control.** No permanent building, structure or fence shall be placed or erected upon any lot, tract, or parcel of said property which in its construction does not conform to Skagit County and the State of Washington building, electrical and health regulations and the requirements of Shelter Bay Community, Inc. or the committee responsible. No building or structure shall be erected, placed, expanded, remodeled, or altered upon any lot, tract or parcel of said property until the construction plans and specifications including a site plan and exterior color schemes have been submitted to and approved in writing by the committee responsible prior to the commencement of any such construction work. The work of construction of all buildings and structures shall be prosecuted diligently and continuously so that not more than one year elapses from commencement (the date of excavation for the foundation) to completion of exteriors including painting or other suitable finish. All buildings or structures shall be new construction and the material used for exterior finish shall be wood, stone, brick, glass, concrete or other material acceptable to the committee responsible. (5/89), (5/02)
3. **Building Size Limitation.** No dwelling shall be permitted on any lot wherein the ground floor area of the main structure exclusive of garage, carport, and porches, covered or uncovered, shall be less than 900 square feet, except that lots or leaseholds for which sales or contracts of sale were executed prior to September 1, 1972, 600 square feet will be permitted, and between September 1, 1972, and June 1, 1987, 720 feet will be permitted. No dwelling shall exceed a maximum height of fifteen (15) feet from the original grade without written approval from the committee responsible. Height variances when allowed will take into consideration view infringement which may be caused to adjacent lots, tracts, or parcels. (5/87)
4. **Garages and Carports.** Space for a garage or carport shall be included in the construction drawings and plot plan of every new residence. A totally enclosed garage need not be attached to the main dwelling structure. Carports must be a part of the main dwelling structure and connected to the dwelling by a roof. At least two sides of a carport must be enclosed. The house wall contiguous to the carport may constitute one of the enclosed sides. Architectural design and all materials, both roof and siding of garages and carports shall be compatible in appearance with the main dwelling. (5/95)
5. **Trees, Shrubbery, Planting, and Views.**
  - a. No tree, shrub or hedge, with the potential to grow in excess of 15 feet in height shall be placed or planted on any of said property without the written permission of the committee responsible. No tree, shrub or hedge shall be allowed to grow in such a manner that it becomes a nuisance, endangers or unreasonably depreciates the value or enjoyment of neighboring properties. No trees with a trunk in excess of 6 inches in diameter, at 5 feet above ground level, will be removed or pruned, without the written permission of the committee responsible. Removal or pruning of any tree located within a regulated Shoreline or Sensitive Area requires a permit from the committee responsible.
  - b. **View Restoration.** Defined as reestablishing the view the requesting member had at the time of purchase or any time subsequent thereto. Members are responsible for monitoring their

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views. Should a member determine that their view has been unreasonably encroached upon or has the potential as such due to the growth of trees or other vegetation on lots or in greenbelt areas, it is the member's responsibility to request a view restore. As determined by the committee responsible, views may be reasonably restored to the date of purchase, with the community or the offending lot holder(s) responsible. However, it is the member's responsibility to ensure the view is maintained at reasonable intervals, defined as no longer than seven (7) years from date of purchase or date of the last review restore request. At any time after seven (7) years of inaction the requestor maintains their right to a view restore, however, they are now responsible to pay the full expense of the restore of their view.

- c. **View Creation.** Defined as enhancing or expanding a view beyond that which existed when the member purchased the property. Members requesting a view creation shall be responsible to pay the full expense of the enhancement as well as ongoing maintenance costs. The committee responsible and/or affected lot owners must approve any actions proposed for the view creation. (5/96, 5/11, 5/21, 5/25)
6. **Setbacks.** No building shall be located on any lot nearer than twenty-five (25) feet from roadside lot lines nor nearer than ten (10) feet from any other lot line. For lots fronting on Swinomish Channel or waterways connected thereto, no building or structure shall be located farther than 100 feet from the roadside lot line. Variances from these setbacks will be allowed only upon written permission from the committee responsible. (5/90)
7. **Minimum Lot Size.** No lot, tract or parcel contemplated for a single-family dwelling may contain more than one such single-family dwelling. In the case of three contiguous lots, where the two outside lots are each increased in size by dividing the middle lot, then only two single-family dwellings may be erected on the three lots. No dwelling shall be erected, placed, nor permitted to remain on any lot having an area of less than 7,200 square feet.
8. **Unkempt lots.** The committee responsible shall have the right at all times, but shall be under no obligation, to enter all lots, tracts, or parcels of said property. All lots, tracts and parcels shall be properly cared for with the grass cut and any weeds, rubbish, and dead or dying trees removed or destroyed. No property shall be allowed to become a hazard by creating an atmosphere that would allow the harboring of invasive weeds, pests, or rodents. If the owner of the lot or leasehold thereof shall not correct any such condition after receipt of reasonable notice, the committee responsible shall use the Shelter Bay Community's enforcement powers to alleviate any such unsightly condition, including fines. If deemed necessary by the committee responsible to maintain an overall attractive appearance of said property, the owner of the lot or leasehold thereof shall be charged the cost of services rendered to alleviate any such unsightly condition at the actual cost plus 50%. Any such fines or charges shall constitute a lien against the property enforceable by the Community as in the case of all dues, assessments, and maintenance as provided in the lease and/or conveyance of said lot, tract, or parcel. (5/21)
9. **Utility and Drainage Easements.** For purposes of construction and maintenance of utilities and storm drainage facilities, all lots, tracts, or parcels of said property shall be subject to a temporary easement for construction ten feet in width, and a permanent easement for maintenance five feet in width, parallel and adjacent to all lot lines in both instances.  
Any member improvements (including, but not limited to driveways, walkways, culverts, or landscaping) placed within such easements shall be subject to order of removal by Shelter Bay Community, Inc., at the lot owner's expense, as and when needed for the purposes of construction and maintenance of utilities and storm drainage facilities. The member shall indemnify and hold Shelter Bay Community, Inc. harmless for any liability arising from the member's improvements. Shelter Bay Community, Inc. shall return such area to its preconstruction shape less the member improvements, but shall not be responsible for the replacement of any such improvements placed within the permanent easement. (5/16)

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10. **Nuisances.** No noxious or offensive activity shall be carried on upon any of the said property, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood. The committee responsible shall determine what activity is noxious or offensive and such determination shall be conclusive.
11. **Use of Firearms and Explosives.** The use of firearms or explosives is prohibited, except as required for construction purposes on said property.
12. **Drainage.** No change in the natural drainage shall be made by any lot owner without prior approval from the committee responsible.
13. **Signs.** No sign of any kind shall be displayed to public view on any tract, parcel or community property without written approval of the committee responsible. Lot owners may erect a sign not to exceed two (2) square feet in area to identify their place of residence. All other signs shall comply with the General Rules & Regulations, Part I. (5/02)
14. **Livestock.** No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any of said property, except that dogs, cats and other household pets may be kept, provided they are not kept, bred or maintained for a commercial purpose, and provided they do not become a nuisance.
15. **Laundry.** No outside clothes lines or drying racks are permitted.
16. **Refuse.** No lot, tract, or parcel within the survey of Shelter Bay shall be used as a dumping ground for rubbish, refuse, garbage, grass cuttings or other debris. (5/97)
17. **Fences.** A permit from the committee responsible is required prior to installation of a fence. For the purpose of this section the term fence shall include all types of fences, walls, and hedges. No fence shall be erected, located or maintained upon any lot in a manner which would unreasonably obstruct the view from other lots; exceed a height of six feet (6'); or be located nearer than fifteen feet (15') to any roadway lot line, or in the case of lots fronting on Swinomish Channel or waterways connected thereto, no nearer than twenty-five feet (25') from the top of the bank. Hedges planted along the lot line between properties may be permitted to grow beyond six feet (6') in height, and not more than ten feet (10') in height, if approved by the owners of the adjoining properties and the committee responsible. Such hedges must still maintain all setback requirements. Fences shall be of wood, stone, brick, living plants, or other acceptable material and be of a color harmonious with the surroundings. Variances from these requirements will be allowed only upon written permission from the committee responsible. (5/92, 5/09, 5/15)
18. **Off-Street Parking.** At least two off-street parking spaces for each single-family residence shall be provided. Such spaces shall be used only for vehicles which are operational and in regular use. Such spaces shall not become a storage area for unused vehicles and other items which may detract from the natural beauty of surrounding areas. Driveways serving a single-family residence must be no less than twenty-five (25) feet in length from street edge to structure. (5/96)
19. **Recreation Vehicles and Trailers.** No trailer, travel trailer, fifth wheeler, boat trailer, mobile home, motor home, boat, camper or similar property shall be stored on any lot, tract, or parcel in the Survey of Shelter Bay, for longer than one seven (7) day period, or portion thereof, within any thirty (30) day period, without prior written approval of the committee responsible, unless stored in a garage or carport. Travel trailers, motor homes, mobile homes or campers may be used for limited vacations or holidays or during construction of a dwelling upon specific written approval of the committee responsible. During temporary use of the above, all covenants and restrictions herein shall be strictly observed, including but not limited to the sewerage system. (5/97, 5/09)
20. **Habitation of Temporary Structures.** No structure of a temporary character, tent, shack, garage, or any other outbuilding shall be used on any lot at any time as a dwelling except under a temporary written permit, which may be granted, upon specific time limitations of such use, at the discretion of the committee responsible. (5/09)
21. **Community Lands.** Community park areas, roads, trails, greenbelts, bridges, walkways and community beaches as shown on the (Plat or Survey) of Shelter Bay Division No. 1/4, and

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improvements thereon, will be leased and conveyed to Shelter Bay Community, Inc., at appropriate times by Declarant for the community benefit of all owners of lots and/or leaseholds and their guests in accordance with the rules and regulations of Shelter Bay Community, Inc. Shelter Bay Community, Inc. shall accept said area when subleased or conveyed, and shall regulate, administer and maintain all said areas, and no cutting of timber or removal of brush of any kind, or construction, maintenance and/or repair of any buildings and/or improvements shall be allowed upon said areas except with the prior written permission of the committee responsible or the community manager. (5/15)

Any member improvements (including, but not limited to, driveways, walkways, culverts, or landscaping) placed on Community lands or in road rights-of-way shall be subject to order of removal by Shelter Bay Community, Inc., at the lot owner's expense, as and when needed for the purposes of construction and maintenance of Community facilities. The member shall indemnify and hold Shelter Bay Community, Inc. harmless for any liability arising from the member's improvements. Shelter Bay Community, Inc. shall return such area to its preconstruction shape less the member improvements, but shall not be responsible for the replacement of any such improvements. (5/16)

22. **Ingress and Egress.** No ingress or egress road or pathways shall be constructed, maintained and/or repaired to or from any lot, except as designated on said Survey, without prior written permission of the committee responsible. Pipe culverts shall be approved by the committee responsible and installed under all driveways or lot entrance roads and shall be of an approved material not smaller than twelve (12) inches in diameter and shall remain the responsibility of the member. (5/09, 5/16)
23. **Fuel Tanks.** No fuel tank shall be installed upon any lot without a permit from the committee responsible, nor shall any tank be maintained above ground unless properly screened in a manner acceptable to the committee responsible. (5/94)
24. **Quarrying and Mining.** No lot, parcel or tract of said property shall be used for the purpose of mining, quarrying or drilling, exploring for, taking or producing water, oil, gas or other hydrocarbon substances, except that Declarant or Shelter Bay Community, Inc. may drill for water for distribution to said property, or quarry rock for construction and/or maintenance purposes on said property.
25. **Piers and Floats.** No piers, floats, docks, or diving boards shall be constructed or maintained on or abutting Swinomish Channel or waterways connected thereto except that such improvements may be installed at community beach areas by Declarant or Shelter Bay Community, Inc. for the benefit of all owners of lots and/or leaseholds and their guests and, except that within the area designated Tract "L" on the Survey of Shelter Bay No. 2, floats with ramps connecting to shore may be constructed to serve one lot or two adjoining lots jointly at locations and in accordance with a standard plan approved by the committee responsible. A clear 100' wide channel will be maintained at the entrance to the first cove in tract "L", bounded by Lot Numbers 166 through 184. (5/99)
26. **Boat Traffic.** Regulations covering operation of boats within the waterways connected to Swinomish Channel shall be as set forth by Shelter Bay Community, Inc.
27. **Outside Fires.** Outdoor burning of any kind is prohibited within the survey of Shelter Bay. Barbecuing on a member's property or a community barbecue facility is not considered outdoor burning. (5/00)
28. **Exterior Lighting.** Exterior lighting of any sort which is visible from any street, community park or community beach or from any other lot in said property shall be installed only upon receipt of written permission from the committee responsible.
29. **Multi-Family Structures.** Buildings (except for existing condominiums) designed to house more than one family are not permitted. (5/01)

**SHELTER BAY DIVISION #1, 2, 3, &4**  
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- a. **Service Area:** All service and storage areas shall be permanently enclosed by a view obscuring fence.
  - b. **Outdoor Living Space:** Developed outdoor living space for the sole use of the tenants shall be provided in the amount of four hundred (400) square feet for each dwelling unit. All or a portion of such space may be provided by a deck or porch directly accessible to the dwelling unit.
30. **Sewerage.** All dwellings are required to connect to the existing sewerage system in accordance with the requirements of the Skagit County Public Health Authorities and of the Shelter Bay Community committee responsible. No downspouts or water runoff drains may be connected to the sewerage system. (5/89)
31. **Declarant's Improvements.** The Declarant covenants to complete the following improvements to said property:
- a. **Roads.** All-weather roads shall be completed to serve each lot, parcel, or tract, and after completion of utilities required to be buried therein, said roads shall receive a bituminous surface treatment.
  - b. **Drainage.** All roads shall be ditched for proper drainage and culverts shall be placed where necessary.
  - c. **Water Service.** A water distribution system shall be installed to serve each lot, tract, or parcel. Members are responsible for compliance with all Shelter Bay Community utility policies and the maintenance and repair of their water service line to their side of the meter. (5/16)
  - d. **Electric Power and Telephone.** Declarant shall arrange with appropriate utilities to provide service to each lot, tract, or parcel of said property. Connections shall be made underground, for leaseholders account, on the terms of the respective company's tariffs in effect at that time. (5/03)
  - e. **Community Facilities.** Declarant has erected a clubhouse, swimming pools and tennis courts in Shelter Bay for the use and benefit of all owners or lessees of lots and their guests to be used under conditions set forth by Shelter Bay Community, Inc. (5/16)
  - f. **Sewerage System.** Declarant covenants as follows:
    - (1) The Shelter Bay development is on a sanitary sewerage system designed and constructed in accordance with State of Washington Department of Health and Water Pollution Control Commission standards. Said sewerage collection system shall be installed to a point of connection for each lot, tract, or parcel of said property and the cost of same shall be borne by Shelter Bay Community, Inc. Members are responsible for compliance with all Shelter Bay Community utility policies and for the installation, maintenance, and repair of their sewerage service line to the point of connection to the main. (5/16)
    - (2) A sewage treatment facility has been constructed in accordance with State of Washington, Department of Health and Water Pollution Control Commission standards. (5/16)
    - (3) Maintenance and operation of said sewerage system and treatment facility shall be the responsibility of Shelter Bay Community, Inc.
    - (4) It is anticipated the present treatment facility will be of sufficient capacity to handle the requirements of the Shelter Bay development until such time that an area-wide facility is required. However, any modifications or additions which may become necessary shall be the responsibility of Shelter Bay Community, Inc. Further all costs attendant to connecting the Shelter Bay development to an area-wide facility as well as charges for treating sewage at said area-wide facility shall be the responsibility of Shelter Bay Community, Inc. (5/16)

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- g. **Other Facilities.** The Declarant, by way of having a Master Lease and being Lessor in accordance with Business Lease No. 5020, Contract No. 14-20-0500-2949, approved by the Department of Interior, United States Government, Bureau of Indian Affairs, Portland Area Office, Portland, Oregon, filed therewith on August 16, 1968, 122-264 Branch of Realty, Title & Records Section, which lease was recorded on the 8th day of April 1969, in the official records of Skagit County, Washington, under Auditor's File No. 725143, Volume 29, Pages 319 to 399 inclusive, and Supplement and Amendment of Business Lease dated the 11th day of February, 1969, Lease No. 5020, Contract No. 14-20-0500-2949, Swinomish Reservation, approved by the Department of Interior, United States Government, Bureau of Indian Affairs, Portland Area Office, Portland, Oregon, and filed therewith on the 22nd day of April, 1969, 122-267 Branch of Realty, Titles and Records Section, which Supplement and Amendment of Business Lease was recorded on the 16th day of May, 1969, in the official records of Skagit County, Washington, under Auditor's File No. 726476, Volume 31, Pages 1 to 30 inclusive, and/or as lessee or owner of lands known as Shelter Bay, is subdividing or has subdivided said lands into divisions, and is developing or has developed roads, parks, trails, community beaches, community tracts, permanent access and use to waters and community facilities, for the exclusive common use and enjoyment of the lessees or owners of lots designated on the Survey of Shelter Bay, Division No. 1/4 and/or the lessees or owners of further lots in further subdivisions of the lands to be known as Shelter Bay, covenants to develop and make said improvements on said lands in accordance with the Survey of Shelter Bay Division No. 1/4 and subsequent subdivisions in accordance with surveys or unrecorded plats thereupon.

Upon completion of each of the improvements listed above or usable portions thereof except for electrical distribution facilities, said improvements shall be conveyed or assigned to Shelter Bay Community, Inc. and shall be accepted by Shelter Bay Community, Inc. when so conveyed or assigned by Declarant. Thereafter all costs for maintenance, operations, repairs and additions, and costs of any other nature whatsoever shall be the responsibility of Shelter Bay Community, Inc.

32. **Pollution.** It being in the best interests of all concerned that pollution of the waters in and adjacent to Shelter Bay be eliminated, Shelter Bay Community, Inc., in consultation with the proper authorities of the State of Washington and Skagit County, shall develop measures to control the discharge of raw sewerage from boats traveling or moored within Shelter Bay.
33. **Satellite Dish Antenna.** Satellite dish antennas are subject to regulation. An installation permit is required from the committee responsible. (5/90)
34. **Speed Limits.** Unless otherwise posted, maximum vehicular speed limits within the boundaries of Shelter Bay Community shall be 25 miles per hour, except those emergency vehicles as defined and authorized under RCW Chapter 46.37 and Chapter 46.61 shall be exempt from this provision. (5/98)

**ARTICLE V**  
**SHELTER BAY COMMUNITY, INC.**

1. **Membership.** The owner of each lot and/or leasehold of the said property shall be a member of Shelter Bay Community, Inc. The voting rights of owners of such lots and/or leaseholds shall be in accordance with the Articles of Incorporation and By-Laws of Shelter Bay Community, Inc. as such Articles and By-Laws may from time to time provide.
2. **Administrative Appeal Process.** A request for appeal of a committee decision must be made in writing to the Rules Committee no later than thirty (30) days after receipt of a notice of such decision. Any such appeal received after the thirty (30) day limit has expired will not be considered. A request for appeal of a Rules Committee decision shall be heard by the Board of Directors. An appeal of a decision of the Rules Committee must be made in writing to the Board of Directors within thirty (30) days after receipt of a notice of such decision. Any such appeal of a Rules Committee decision to the Board of Directors received after the thirty (30) day limit has

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expired will not be considered. Appeal hearings will be scheduled within seven (7) days of receipt of an appeal request by any member or by any committee of the board. (5/96, 5/02, 5/09)

3. **Renting/Leasing of Real Property.** Owners and/or leaseholders have the right to rent or lease their real property in compliance with the Federal Fair Housing Act, 42 U.S.C. § 3604 subject to the following restrictions:
  - a. Prior to occupancy, tenants shall provide the member (landlord) and Shelter Bay Community, Inc. with a signed "Tenant Information and Statement of Understanding".
  - b. Members are the party responsible for the proper conduct of tenants. Tenants shall be subject to all Protective Covenants and General Rules and Regulations of Shelter Bay Community, Inc.
  - c. Membership and voting rights in Shelter Bay Community, Inc. continues to reside with the member.
  - d. Renting/leasing for terms of less than 30 days is not permitted.  
(5/99, 5/11)
4. **Lien for Unpaid Assessments, Fines, Dues or Charges.** Shelter Bay Community, Inc. may have a lien placed against a lot for any unpaid assessments, fines, dues or charges. This lien shall have the priority date of the date these Covenants were recorded and shall be prior to all other liens except any first or second mortgage on the property. The Board may enforce the lien through judicial foreclosure under RCW Ch. 61.12. Shelter Bay shall be entitled to all costs and reasonable attorneys' fees associated with collection of the unpaid amount or enforcement of the lien. (5/05)

**ARTICLE VI**  
**GENERAL PROVISIONS**

1. **Terms.** These covenants and restrictions in no event shall continue beyond the expiration of the Business Lease, as amended, to-wit: June 30, 2044 or the expiration date of any extension term or terms thereof, if any, whichever is later, described herein, wherein Swinomish Indian Tribal Community, et al appears as lessor and Shelter Bay Company (formerly Indian Bay Company) appears as lessee and until said expiration date, are to run with the land described in the Survey of Shelter Bay Division No.\_\_\_\_\_, and shall be binding on all parties and persons claiming under Shelter Bay Community, Inc. or its assigns or successors in interest of said lease, for a period of 25 years from the date this Declaration is recorded, after which time said covenants and restrictions shall be automatically extended for successive periods of 10 years, unless an instrument signed by a majority of the then owners, of all leasehold interests of all lots within the Survey of Shelter Bay Division No.\_\_\_\_\_ has been recorded, agreeing to extinguish or change said covenants and restrictions in whole or in part, or until the lease above described expires, whichever is sooner, subject to the approval of the Secretary of Interior or his authorized representative. The lease dated August 16, 1968, approved by the Department of Interior, Bureau of Indian Affairs, Portland Area Office, Portland, Oregon, on August 16, 1968, and on file therewith, was recorded on the 8th day of April, 1969, Auditor's File #725143, Volume 29, Pages 319 through 399, official records of Skagit County, Washington. The amendment to the lease dated February 11, 1969, approved by the Department of Interior, Bureau of Indian Affairs, Portland Area Office, Portland, Oregon, on April 22, 1969, and on file therewith, was recorded on the 14th day of May, 1969, Auditor's File #726476, Volume 31, Pages 1 through 19, official records of Skagit County, Washington.
2. **Inspection.** Authorized representatives of Shelter Bay Community, Inc. are hereby authorized to inspect any or all of said property at reasonable times for the purpose of aiding in the enforcement of these covenants and restrictions. Any inspection requiring entry into a structure shall be made only during daylight hours and upon at least 24 hours notice to the owner or occupant of the lot or leasehold.

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3. **Enforcement.** Shelter Bay Community, Inc. is hereby charged with the authority and obligation for the enforcement of the term of this Declaration. Enforcement may be by proceedings in equity or at law against any person or persons violating or attempting or threatening to violate any of the covenants or restrictions hereof, either to restrain such violation or to recover damages. Any damages recovered in such enforcement proceedings shall inure to the benefit of the person or persons damaged by the violations involved. The party prevailing in such enforcement proceedings whether in law or in equity shall have from his opponents such attorneys' fees as the court may deem reasonable.
4. **Non-Waiver of Breach of Right.** The failure of Shelter Bay Community, Inc., or the Declarant to enforce any of these covenants and restrictions or any particular term or conditions hereof shall in no event be deemed a waiver of the right to do so thereafter as to the same breach or as to one occurring prior or subsequent thereto, nor shall such failure give rise to any claim or cause of action against the Declarant, or Shelter Bay Community, Inc.
5. **Severability.** Invalidation of anyone of these covenants and restrictions or any part thereof or any application thereof to any person or circumstance by judgment or court order shall in no way effect any of the other covenants or restrictions or remaining parts thereof nor their application to other persons or circumstances, all of which shall remain in full force and effect.
6. **Transfer of Rights.** The Declarant herein shall have the right to transfer at any time or from time to time, all or any part of the rights, privileges and options of Declarant to Shelter Bay Community, Inc. Such transfer or transfers must be in writing and may be made conditional or revocable by their terms.
7. **Amendment of Declaration.** This Declaration may be amended at any time by the affirmative vote of a two-thirds majority of the votes entitled to be cast by the members present, voting by mail, or voting by electronic transmission at any annual meeting or at any special meeting specifically called for that purpose, at which a quorum is present, provided that notice of the amendment shall be given as one of the stated objects of the meeting and provided further that a copy of the proposed amendment is posted upon the bulletin board of the Clubhouse at least fifty (50) days prior to such meeting and a copy mailed to each voting member not less than twenty-five (25) days before such meeting. Amendments to the Covenants may be proposed by the Board of Directors or by a petition signed by fifty (50) or more voting members. All proposed amendments must be approved by legal counsel. *(Revised 2/11/08, 5/4/13, 5/19/18)*
8. **Insertion in Instruments.** The Declarant, its assigns and successors in interest hereby agree to inform any prospective purchaser or owner of a leasehold of any of the said property of the existence of this Declaration and the covenants and restrictions contained therein: and further agree that in every lease or assignment of said property or portion thereof a clause reasonably identical to the following shall be inserted: "This real property is subject to the terms and conditions of a "Declaration of Protective Covenants" dated \_\_\_\_\_, 1969, and recorded in the official records of Skagit County, Washington, Auditor's File # \_\_\_\_\_, Volume \_\_\_\_\_, Pages \_\_\_\_\_, and filed with the Department of Interior, Bureau of Indian Affairs, Portland Area Office, Portland, Oregon."
9. **Approval by Department of Interior.** This Declaration has been approved by the Department of Interior, Bureau of Indian Affairs, Portland Area Office, Portland, Oregon, on the 15th day of June, 1976. In the event that the interest of Shelter Bay Company, a Washington corporation, shall be terminated in the Business Lease #5020, Contract No. 14-20-0500-2949, approved by the Department of Interior, Bureau of Indian Affairs, Portland Area Office, Portland, Oregon on the 16th day of August, 1968, and on file therewith, wherein the Swinomish Indian Tribal Community, et al is the Lessor, which lease was recorded on the 8th day of April, 1969, Auditor's File #725143, Volume 29, Pages 319 through 399, official records of Skagit County, Washington, above stated, and by reference incorporated herein, this Declaration and all provisions therein shall continue and



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remain effective as provided for in article VI, Paragraph 1 hereof, and the Lessor of said lease, Swinomish Indian Tribal Community et al, shall be substituted to all the rights, interests, and reservation, and subject to all the terms, conditions, and covenants of Shelter Bay Community set forth herein.

DATED this \_\_\_\_ day of \_\_\_\_\_.  
(refer to clarifications pages i thru iv)

DECLARANT  
SHELTER BAY COMPANY  
A Washington Corporation

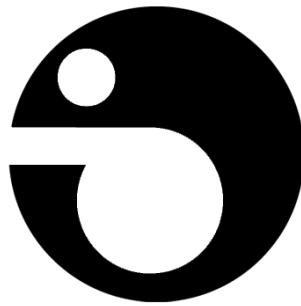
By /s/ Allan F. Osberg\_\_\_\_\_  
President

By /s/ John Osberg\_\_\_\_\_  
Assistant Secretary

**SHELTER BAY DIVISION # 5  
DECLARATION OF PROTECTIVE COVENANTS**

**shelter bay community, inc.**

**DECLARATION OF PROTECTIVE  
COVENANTS  
FOR  
AMENDED SURVEY OF DIVISION 5**



**INCLUDES AMENDMENTS TO DATE  
May 2025**

**SHELTER BAY DIVISION # 5**  
**DECLARATION OF PROTECTIVE COVENANTS**

KNOW ALL MEN BY THESE PRESENTS: That Shelter Bay Company, a Washington corporation, which is hereinafter referred to as "Declarant" does hereby declare as follows

WHEREFORE, The Declarant is the Lessee of certain real property located in Skagit County, State of Washington, of which the property hereinafter described is a portion, in accordance with that certain Business Lease #5020, Contract No.14-20-0500-2949, approved by the Department of Interior, Bureau of Indian Affairs, Portland Area Office, Portland, Oregon on the 16th day of August, 1968 and the amendment thereto approved by the Department of Interior, Bureau of Indian Affairs, Portland Area Office, Portland, Oregon on the 22nd day of April 1969, which are on file therewith; wherein the Swinomish Indian Tribal Community, et al appear as Lessor; and

WHEREAS said lease was recorded on the 8th day of April, 1969, Auditor's File #725143, Volume 29, Pages 319 through 399, and said amendment was recorded on the 14th day of May, 1969, Auditor's File #726476, Volume 31, Pages 1 through 19, official records of Skagit County, Washington, and by reference are incorporated herein as though set forth in full; and

WHEREAS Shelter Bay Company, the Declarant, with the approval of the Department of Interior, Bureau of Indian Affairs, Portland Area Office, Portland, Oregon has caused a portion of said property to be subdivided and developed into homesites, roads, trails, parks, greenbelts, community areas, community beaches, and waterways or reserved for future subdivision and development as any or all the aforesaid or for multi-family dwelling or commercial purposes, to be known as: Shelter Bay Division #5, hereinafter sometimes referred to as "Survey" in accordance with the "Amended Survey of Shelter Bay Division #5" on file therewith and recorded under Auditor's File #836134, Volume 1, Pages 184, 185, 186, in the official records of Skagit County, Washington, and by reference incorporated herein as though set forth in full.

NOW THEREFORE, in order to preserve the natural beauty of Shelter Bay Division #5, an area in accordance with the survey above referred to, and to provide for the control of structures to be erected thereon, improvements to be made thereon, and use thereof in general, the following restrictions are hereby declared to be covenants running with the land and binding upon future owners and lessees, their heirs, successors and assigns, and subject to which covenants the following described property shall be leased, held, used, occupied and developed.

All lots, tracts and parcels within the Survey of Shelter Bay Division #5, being portions of Sections 35 and 36, Township 34 North, Range 2 East, and Sections 1 and 2, Township 33 North, Range 2 East, Willamette Meridian, Swinomish Indian Reservation, Skagit County, Washington, and approved by the Department of Interior, Bureau of Indian Affairs, Portland Area Office, Portland, Oregon and on file therewith, and recorded by Shelter Bay Company on the 2nd day of June, 1976, under Auditor's File #836134, Volume 1, Pages 184, 185, 186, official records of Skagit County, Washington, and by reference thereto incorporated herein as it appears in said records, as though set forth in full, and property described as the Northwest 1/4 of the Northwest 1/4 of the Southwest 1/4 of Section 36, Township 34 North, Range 2 East WM, EXCEPT the West 320 feet thereof, and the West 320 feet of the Northwest 1/4 of the Northwest 1/4 of the Southwest 1/4 of Section 36, Township 34 North, Range 2 East W.M. (commonly known as the vehicle storage lot), and any property subsequently purchased or otherwise acquired by Shelter Bay Community, Inc. (5/87)

The following declarations, restrictions, and covenants upon the above-described property and said property shall be held, conveyed, leased, assigned, and/or transferred upon and subject to the restrictions, covenants, conditions, reservations, easements, liens and charges hereinafter set forth in the instruments incorporated herein.

**SHELTER BAY DIVISION # 5**  
**DECLARATION OF PROTECTIVE COVENANTS**

**ARTICLE I**  
**ENFORCEMENT**

The power to enforce the restrictions, covenants, conditions, reservations, easements, liens and charges hereinafter set forth is to reside in Shelter Bay Community, Inc., its successors, and assigns, a non-profit corporation organized under the laws of the State of Washington; and in addition the power and right to enforce the provisions of Article IV, Paragraph 24 shall be in every holder of a leasehold possessory estate and in the Declarant, to the extent so provided in Paragraph 24 of Article IV.

No property other than that described above shall be deemed subject to this Declaration unless and until specifically made subject thereto. Declarant, or its successors or assigns may from time to time subject additional real property presently held or contiguous real property to be acquired to the restrictions, covenants, conditions, reservations, easements, liens, and charges herein set forth by appropriate reference thereto. This Declaration is intended to replace any and all covenants and conditions to which said property has heretofore been subjected, and any and all covenants and conditions heretofore made affecting the said property are hereby declared null and void.

**ARTICLE II**  
**GENERAL PURPOSE OF CONDITIONS**

The said property is being subjected by this Declaration to the restrictions, covenants, conditions and reservations, easements, liens and charges hereby declared to insure the best use and most appropriate development of each building site thereof, to protect the owners of building sites against such improper use of the surrounding building sites as will depreciate the value of their property; to preserve, so far as practicable, the natural beauty of said property; to guard against the erection thereon of poorly designed or proportioned materials; to obtain harmonious color schemes; to insure the highest and best development of said property; to encourage and secure the erection of attractive homes thereon with appropriate locations thereof on building sites; to secure and maintain proper setbacks from streets and adequate free spaces between structures; and in general to provide for a high quality of improvements of said property, and thereby enhance the value of investments made by owners of lots or leaseholds therein.

**ARTICLE III**  
**DEFINITIONS**

Whenever used in this Declaration, the following terms shall have meaning given them in this Article III.

1. "Said Property" shall mean all the land and tidelands abutting thereto encompassed within the Amended Survey of Shelter Bay, Division No.5, Skagit County, Washington
2. "Declarant" shall mean Shelter Bay Company (a Washington corporation) which is signatory to this Declaration and its assigns and successors in interest, so that it shall be clearly understood that such rights, privileges, and options as are herein reserved to or established for the Declarant are subject to assignment and transfer by it to the extent of its interest therein and are in no way to be deemed personal to it alone or terminable by such transfer or assignment.
3. "Owner", "Owner of a Leasehold", "Holder of a Lease" shall mean the party or parties in interest to the ownership of the lot or lots or lease or leases of the lot or lots in the Amended Survey of Shelter Bay Division No. 5 to which the Declarant has received last written notice of the name or names and addresses thereof.
4. "The Committee Responsible" shall mean a committee or committees or the Community Manager/designee as appointed by the Board of Directors of Shelter Bay Community, Inc. to be responsible for the particular function or functions to be performed. (5/21)

**SHELTER BAY DIVISION # 5  
DECLARATION OF PROTECTIVE COVENANTS**

**ARTICLE IV  
COVENANTS and RESTRICTIONS**

1. **Land Use.** All lots, tracts, and parcels of the said property shall be used only as set forth and such designated usage can be changed only by the approval of Shelter Bay Community, Inc. as provided in the Articles of Incorporation and By-Laws of said corporation. Lots, tracts, or parcels of the Amended Survey of Shelter Bay Division #5 shall be used for single-family residence only except for those lots, tracts, or parcels specifically denoted as "Reserved" and except for such lots, tracts, or parcels as are specifically designated upon the said survey for roads, parks, trails, utilities, greenbelts, community beaches, waterways, recreation areas. (5/01)
2. **Architectural Control.** No permanent building, structure or fence shall be placed or erected upon any lot, tract, or parcel of said property which in its construction does not conform to Skagit County and the State of Washington building, electrical and health regulations and the requirements of Shelter Bay Community, Inc., or committee responsible. No building or structures shall be erected, placed, expanded, remodeled, or altered upon any lot, tract or parcel of said property until the construction plans and specifications including a site plan and exterior color schemes have been submitted to and approved in writing by committee responsible prior to the commencement of any such construction work. The work of construction of all buildings and structures shall be prosecuted diligently and continuously so that not more than one-year elapses from commencement (the date of excavating for the foundation) to completion of exteriors including painting or other suitable finish. All buildings or structures shall be new construction and the material used for exterior finish shall be wood, stone, brick, glass, concrete or other material acceptable to the committee responsible. (5/89), (5/02)
3. **Building Size Limitation.** No dwelling shall be permitted on any lot wherein the ground floor area of the main structure exclusive of garage, carport, and porches, covered or uncovered, shall be less than 900 square feet. No dwelling shall exceed a maximum height of fifteen (15) feet from the original grade except that on lots 833, 837, 838, 839, 840, 841, 885, 886, 887, 896, 897, 899 and 900 the maximum height shall be thirty (30) feet. Variances may be allowed by the committee responsible but shall be granted only after full consideration of any view infringement which may be caused to adjacent lots, tracts or parcels. (5/87)
4. **Garages and Carports.** Space for a garage or carport shall be included in the construction drawings and plot plan of every new residence. A totally enclosed garage need not be attached to the main dwelling structure. Carports must be a part of the main dwelling structure and connected to the dwelling by a roof. At least two sides of a carport must be enclosed. The house wall contiguous to the carport may constitute one of the enclosed sides. Architectural design and all materials, both roof and siding of garages and carports shall be compatible in appearance with the main dwelling. (5/95)
5. **Trees, Shrubbery, Planting and Views.**
  - a. No tree, shrub or hedge, with the potential to grow in excess of 15 feet in height shall be placed or planted on any of said property without the written permission of the committee responsible. No tree, shrub or hedge shall be allowed to grow in such a manner that it becomes a nuisance, endangers or unreasonably depreciates the value or enjoyment of neighboring properties. No trees with a trunk in excess of 6 inches in diameter, at 5 feet above ground level, will be removed or pruned, without the written permission of the committee responsible. Removal or pruning of any tree located within a regulated Shoreline or Sensitive Area requires a permit from the committee responsible.

**SHELTER BAY DIVISION # 5**  
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- b. **View Restoration.** Defined as reestablishing the view the requesting member had at the time of purchase or any time subsequent thereto. Members are responsible for monitoring their views. Should a member determine that their view has been unreasonably encroached upon or has the potential as such due to the growth of trees or other vegetation on lots or in greenbelt areas, it is the member's responsibility to request a view restore. As determined by the committee responsible, views may be reasonably restored to the date of purchase, with the community or the offending lot holder(s) responsible. However, it is the member's responsibility to ensure the view is maintained at reasonable intervals, defined as no longer than seven (7) years from date of purchase or date of the last review restore request. At any time after seven (7) years of inaction the requestor maintains the right to a view restore, however, they are now responsible to pay the full expense of the restore of their view.
  - c. **View Creation.** Defined as enhancing or expanding a view beyond that which existed when the member purchased the property. Members requesting a view creation shall be responsible to pay the full expense of the enhancement as well as ongoing maintenance costs. The committee responsible and/or affected lot owners must approve any actions proposed for the view creation. (5/96, 5/11, 5/21, 5/25)
6. **Setbacks.** No building shall be located on any lot nearer than twenty-five (25) feet from roadside lot lines nor nearer than ten (10) feet from any other lot line. For lots fronting on Swinomish Channel or waterways connected thereto, no building or structure shall be located closer than twenty (20) feet to the Staking Line fronting Swinomish Channel or the waterway connected thereto except for structures constructed pursuant to Paragraph 24 hereinafter. The Staking Line referred to is that indicated on the Survey. It is recognized that certain lots are situated in such fashion that these restrictions will be all but impossible to observe to the letter. Reference is particularly made to those lots abutting Palouse Place. In all cases however, variations from stated setbacks will be allowed only upon written permission from the committee responsible. (5/90)
7. **Minimum Lot Size.** No lot, tract or parcel contemplated for a single-family dwelling may contain more than one such single-family dwelling. In the case of three contiguous lots, where the two outside lots are each increased in size by dividing the middle lot, then only two single-family dwellings may be erected on the three lots. No dwelling shall be erected, placed, nor permitted to remain on any lot having an area of less than 7,200 square feet.
8. **Unkempt lots.** The committee responsible shall have the right at all times, but shall be under no obligation, to enter all lots, tracts, or parcels of said property. All lots, tracts and parcels shall be properly cared for with the grass cut and any weeds, rubbish, and dead or dying trees removed or destroyed. No property shall be allowed to become a hazard by creating an atmosphere that would allow the harboring of invasive weeds, pests, or rodents. If the owner of the lot or leasehold thereof shall not correct any such condition after receipt of reasonable notice, the committee responsible shall use the Shelter Bay Community's enforcement powers to alleviate any such unsightly condition, including fines. If deemed necessary by the committee responsible to maintain an overall attractive appearance of said property, the owner of the lot or leasehold thereof shall be charged the cost of services rendered to alleviate any such unsightly condition at the actual cost plus 50%. Any such fines or charges shall constitute a lien against the property enforceable by the Community as in the case of all dues, assessments, and maintenance as provided in the lease and/or conveyance of said lot, tract, or parcel. (5/21)
9. **Utility and Drainage Easements.** For purposes of construction and maintenance of utilities and storm drainage facilities, all lots, tracts, or parcels of said property shall be subject to a temporary easement for construction ten feet in width, and a permanent easement for maintenance five feet in width, parallel and adjacent to all lot lines in both instances.

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Any member improvements (including, but not limited to driveways, walkways, culverts, or landscaping) placed within such easements shall be subject to order of removal by Shelter Bay Community, Inc., at the lot owner's expense, as and when needed for the purposes of construction and maintenance of utilities and storm drainage facilities. The member shall indemnify and hold Shelter Bay Community, Inc. harmless for any liability arising from the member's improvements. Shelter Bay Community, Inc. shall return such area to its preconstruction shape less the member improvements but shall not be responsible for the replacement of any such improvements placed within the permanent easement. (5/16)

10. **Nuisances.** No noxious or offensive activity shall be carried on upon any of the said property, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood. The committee responsible shall determine what activity is noxious or offensive and such determination shall be conclusive.
11. **Use of Firearms and Explosives.** The use of firearms or explosives is prohibited, except as required for construction purposes on said property.
12. **Drainage.** No change in the natural drainage shall be made by any lot owner without prior approval from the committee responsible.
13. **Signs.** No sign of any kind shall be displayed to public view on any tract, parcel or community property without written approval of the committee responsible. Lot owners may erect a sign not to exceed two (2) square feet in area to identify their place of residence. All other signs shall comply with the General Rules & Regulations, Part I. (5/02)
14. **Livestock.** No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any of said property, except that dogs, cats and other household pets may be kept, provided they are not kept, bred or maintained for a commercial purpose, and provided they do not become a nuisance.
15. **Laundry.** No outside clothes lines or drying racks are permitted.
16. **Refuse.** No lot, tract, or parcel within the survey of Shelter Bay shall be used as a dumping ground for rubbish, refuse, garbage, grass cuttings or other debris. (5/97)
17. **Fences.** A permit from the committee responsible is required prior to installation of a fence. For the purpose of this section the term fence shall include all types of fences, walls, and hedges. No fence shall be erected, located or maintained upon any lot in a manner which would unreasonably obstruct the view from other lots; exceed a height of six feet (6'); or be located nearer than fifteen feet (15') to any roadway lot line, or in the case of lots fronting on Swinomish Channel or waterways connected thereto, no nearer than twenty-five feet (25') from the top of the bank. Hedges planted along the lot line between properties may be permitted to grow beyond six feet (6') in height, and not more than ten feet (10') in height, if approved by the owners of the adjoining properties and the committee responsible. Such hedges must still maintain all setback requirements. Fences shall be of wood, stone, brick, living plants, or other acceptable material and be of a color harmonious with the surroundings. Variances from these requirements will be allowed only upon written permission from the committee responsible. (5/92, 5/09, 5/15)
18. **Off-Street Parking.** At least two off-street parking spaces for each single-family residence shall be provided. Such spaces shall be used only for vehicles which are operational and in regular use. Such spaces shall not become a storage area for unused vehicles and other items which may detract from the natural beauty of surrounding areas. (5/96)
19. **Recreation Vehicles and Trailers.** No trailer, travel trailer, fifth wheeler, boat trailer, mobile home, motor home, boat, camper or similar property shall be stored on any lot, tract, or parcel in the Survey of Shelter Bay, for longer than one seven (7) day period, or portion thereof, within any thirty (30) day period, without prior written approval of the committee responsible, unless stored in a garage or carport. Travel trailers, motor homes, mobile homes or campers may be used for limited vacations or holidays or during construction of a dwelling upon specific written approval

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of the committee responsible. During temporary use of the above, all covenants and restrictions herein shall be strictly observed, including but not limited to the sewerage system. (5/97, 5/09)

20. **Habitation of Temporary Structures.** No structure of a temporary character, tent, shack, garage, or any other outbuilding shall be used on any lot at any time as a dwelling except under a temporary written permit, which may be granted, upon specific time limitations of such use, at the discretion of the committee responsible. (5/09)
21. **Community Lands.** Community park areas, roads, trails, greenbelts, bridges, walkways and community beaches as shown on the Amended Survey of Shelter Bay Division No.5, and improvements thereon, will be leased and conveyed to Shelter Bay Community, Inc. at appropriate times by Declarant for the community benefit of all owners of lots and/or leaseholds and their guests in accordance with the rules and regulations of Shelter Bay Community, Inc. Shelter Bay Community, Inc. shall accept said area when subleased or conveyed and shall regulate, administer and maintain all said areas, and no cutting of timber or removal of brush of any kind, or construction, maintenance and/or repair of any buildings and/or improvements shall be allowed upon said areas except with the prior written permission of the committee responsible or the community manager. (5/15)
- Any member improvements (including, but not limited to, driveways, walkways, culverts, or landscaping) placed on Community lands or in road rights-of-way shall be subject to order of removal by Shelter Bay Community, Inc., at the lot owner's expense, as and when needed for the purposes of construction and maintenance of Community facilities. The member shall indemnify and hold Shelter Bay Community, Inc. harmless for any liability arising from the member's improvements. Shelter Bay Community, Inc. shall return such area to its preconstruction shape less the member improvements but shall not be responsible for the replacement of any such improvements. (5/16)
22. **Ingress and Egress.** No ingress or egress road or pathways shall be constructed, maintained and/or repaired to or from any lot, except as designated on said Survey, without prior written permission of the committee responsible. Pipe culverts shall be approved by the committee responsible and installed under all driveways or lot entrance roads and shall be of an approved material not smaller than twelve (12) inches in diameter and shall remain the responsibility of the member. (5/09, 5/16))
23. **Fuel Tanks.** No fuel tank shall be installed upon any lot without a permit from the committee responsible, nor shall any tank be maintained above ground unless properly screened in a manner acceptable to the committee responsible. (5/94)
24. **Quarrying and Mining.** No lot, parcel or tract of said property shall be used for the purpose of mining, quarrying or drilling, exploring for, taking or producing water, oil, gas or other hydrocarbon substances, except that Declarant or Shelter Bay Community, Inc. may drill for water for distribution to said property or quarry rock for construction and/or maintenance purposes on said property.
25. **Piers and Floats.** No piers, floats, docks or diving boards shall be constructed or maintained on or abutting Swinomish Channel or waterways connected thereto except that such improvements may be installed at Community beach areas by Declarant or Shelter Bay Community, Inc. for the benefit of all owners of lots and/or leaseholds and their guests; and except that:
- 1) Within the area designated Tract D of said property, floats with ramps connecting to shore will be constructed within easements having limits as shown on the Survey to serve owners of leaseholds for Lots 842 through 876, and 878 through 883; and except that;
  - 2) Clusters of floats with ramps to shore will be constructed to serve such other lots in Shelter Bay and on such terms as may be designated by Declarant. Provisions applicable to the floats and ramps constructed within Tract D to serve Lots 842 through 876, and 878 through 883 are as follows:



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- a. Single or double floats with ramp to shore shall be constructed to serve a lot or group of lots as follows:

<b>Float No.</b>	<b>Serve Lot No.</b>
1	842 & 843
2	844 & 845
3	846 & 847
4	848 & 849
5	850 & 851
6	852 & 853
7	854 & 855
8	856 & 857
9	858 & 859
10	860 & 861
11	862
12	863 & 864
13	865 & 866
14	867 & 868
15	869 & 870
16	871 & 872
17	873 & 874
18	875, 876, 878, & 879
19	880 & 881
20	882 & 883

- b. For each float Declarant hereby creates a mutual easement for the reciprocal benefit, ownership, use and enjoyment by the owners of the leasehold possessory estates to which said float is appurtenant as listed in a. above, and to all subsequent assignees, sublessees and/or transferees in interest of the leasehold possessory estate in such lots. Said estates and Tract D are hereby burdened with said easements and shall be subject thereto and run with said ownerships until June 30, 2044 or to the expiration date of any extension term or terms, if any, of the Business Lease as amended.
- c. The extent of such mutual easements shall be as shown on the Amended Survey of Shelter Bay Division No.5.
- d. All improvements for the approach, landing, ramp, pilings and float shall be deemed to be annexed to that portion of the land on which the particular easement is located and the beneficial ownership of the easement and all of said improvements shall run with the land and belong to the owners of the leasehold possessory interests in the lot or lots to which said easement and improvement are appurtenant, as tenants in common.
- e. In the case of Float No.18, the Owner of each appurtenant lot shall have a one-fourth undivided interest and in the case of Float No.11, the Owner of Lot 862 shall enjoy sole ownership. In all other cases, the appurtenant lots shall have a one-half undivided interest. If the interest in one lot is owned by more than one individual or entity, the collective ownership thereof shall only be entitled to that portion of the entire beneficial estate in said easement and improvements as a single owner would have as set forth above. Ownership shall not be physically apportioned or divided during the term of the easement and shall not be sold, transferred, assigned, or conveyed separate and apart from the ownership of the leasehold possessory estate in the lot to which it is appurtenant and beneficial.
- f. In all instances where one float is appurtenant to two (2) lots, the Owner of each lot shall have the exclusive use and enjoyment of the full length of the side of the float nearest his lot.

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In the case of Float No.18, the Owner of Lot 879 shall have the exclusive use and enjoyment of the full length of the West side of the westward finger float; the Owner of Lot 878 shall have the exclusive use and enjoyment of the full length of the East side of the westward finger float; the Owner of Lot 876 shall have the exclusive use and enjoyment of the full length of the West side of the eastward finger float; and the Owner of Lot 875 shall have the exclusive use and enjoyment of the full length of the East side of the eastward finger float.

- g. Each of the Owners of the lots shall have the right to construct and maintain on the easement land and improvements, electric power and/or water installations at their individual or joint expense for their individual or joint use and enjoyment, provided that said construction if made individually is only upon that portion of the improvement nearest the lot which it benefits in the instance of the double occupancy floats or routed in such manner that it will not interfere with similar installations by others in the case of Float No.18. In any event, written consent shall first be requested of and received from Declarant approving the plans for construction. All work performed, and materials installed, shall comply with reasonable standards for protection of health and safety to persons and property.
- h. With respect to each float, each Owner does jointly and severally covenant one to the other or others not to remove any of the improvements placed upon the easement land without the written permission of all parties owning a leasehold possessory interest in the lots appurtenant thereto. Each of the Owners of the leasehold possessory interest in the lots, which are appurtenant to a given float, jointly and severally, covenant and agree with one another and with the Declarant to at all times maintain, repair, and replace all improvements to the easement facilities including the approach, landing, pilings, ramp and float at their own expense. The standard of maintenance, repair and replacement shall at all times require that the improvements are kept in a safe condition for the use of persons and property hereinafter stated and in an appearance maintained and repaired in accordance with a standard of ordinary and reasonable care as determined by the Declarant or the committee responsible of Shelter Bay Community, Inc. (Note - All of the following is worded in consideration of the case where two lots are served by one float. Equivalent procedures shall prevail in the case of Float No.18 except that each Owner shall bear one-fourth (1/4) of the cost and in the case of Float No.11 where all costs shall be borne by the Owner of Lot 862.)
  - (1) At any time after the improvements are installed, if replacement, and/or maintenance and repair is required for any cause due to deterioration or destruction of any part or all of the improvements, if agreement is not otherwise reached by mutual consent, either of the Owners of the leasehold possessory interest in a lot may notify the Owner of the leasehold possessory interest in the adjoining lot of the improvements to be replaced due to deterioration or destruction and/or of the maintenance and repair required, together with a written bid from an independent party itemizing the materials and labor to be performed. Said notice and bid shall be sent certified mail, return receipt requested and shall be deposited in an envelope in the U.S. Mail with return address and postmarked to the last known address of the adjoining lot owner as maintained in the records of Shelter Bay, Inc. The adjoining lot Owner who is mailed such notice and bid shall have fifteen (15) days from the date of said receipt or thirty (30) days from date of postmark if delivery cannot be accomplished at the last known address listed on the records of Shelter Bay Community, Inc. to notify said lot owner of his disapproval, stating the disapproval of either the amount of said bid or the need for replacement, maintenance or repair, or both. In the event that a notice of disapproval is not received, then the lot owner having mailed said notice of required replacement and/or maintenance and repair with bid may proceed at any time after the expiration of fifteen

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- (15) days from receipt of notice or thirty (30) days from postmark, if delivery cannot be accomplished, to accept the bid or order the material installed and labor performed by the independent party making said bid and shall be entitled to payment and reimbursement from the party having been mailed said notice of required replacement an/or maintenance and repair with bid in one-half the amount thereof of the bid or the final billing for said work, whichever is lesser; and said party shall be obligated to pay any and all costs including reasonable attorney's fees for the collection or enforcement of said obligation.
- (2) In the event that the lot owner receiving notice of the need for maintenance and repair gives timely notice of disapproval of either the amount of said bid, or the need for replacement and/or maintenance and repair of an improvement, then the lot owner who sent the notice of need for replacement and/or maintenance and repair with the bid, may apply for a decision by the committee responsible of Shelter Bay Community, Inc. as to the need for said replacement and/or maintenance and repair, and/or a determination of reasonableness of the amount of the bid for the work to be done and materials to be replaced. The application shall state clearly, and briefly, with particularity as to float number and the names of the co-tenants, the dates of notices sent and received back, and a copy of each notice, together with a brief explanation of the replacement and/or maintenance and repairs needed, and a copy of the bid. A copy of this application shall be sent to the disapproving co-tenant lot owner. The disapproving lot owner shall have seven (7) days to submit to the committee responsible a brief explanation in support of the disapproval. Upon receipt of the copy of the application the committee responsible shall, as soon as possible, after seven (7) days has expired, determine whether or not replacement and/or maintenance of the particular improvement is needed; and if so, whether the bid from the independent person is a reasonable charge for the work to be performed and/or materials to be installed. The decision of the committee responsible shall be in writing and a copy of the decision shall be mailed to all co-tenants of that particular improvement. The parties agree that the decisions of the committee responsible shall be a final and binding decision of the need for replacement and/or maintenance and repair, of the particular improvement and the reasonableness or lack of reasonableness of the bid by the independent party for the performance of the work and/or installation of materials.
- (3) The Declarant may at any time notify in writing both of the owners of the leasehold possessory interest in the lots of the need to maintain, repair or replace any of the improvements to either the piling, ramp and/or float extension into tidal waters, covering Tract D due to any cause other than construction of said improvements or any fault of the Declarant and which constitute a possible hazard to any persons or property of others using Tract D. Said notice shall be sent by certified mail, return receipt requested, postmarked and mailed to each owner addressed to his last known address as set forth in the records of Shelter Bay Community, Inc. In the event that more than fifteen (15) days have expired after the notices have been received or thirty (30) days after the notices have been mailed, if delivery cannot be accomplished at the last known address listed in the records of Shelter Bay Community, Inc., and neither of said parties have notified Declarant of their intention to maintain, repair or replace said items, and the date to be undertaken as soon as reasonable time will allow in consideration of the hazards involved, the Declarant is and shall be entitled to make said repairs and replacements at a reasonable cost and expense without further notice and each of the owners of the leasehold possessory interest in the lots is and shall be obligated to pay

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one-half each for the costs therein incurred together with any costs and reasonable attorney's fees for the collection and enforcement thereof.

- (4) Each of the Owners of the possessory interest of the leasehold estate in the lots and as beneficial Owner of the easement and improvements, jointly and severally obligate themselves to hold harmless the Declarant from any and all claims and/or liability arising out of the use and/or ownership of easement and improvements for bodily injury or property damage to the Owners and any and all third parties, and to pay the costs of expense and reasonable attorney's fees in the defense thereof, except any injury or damage which is proximately caused by the sole negligence of Declarant.
- i. The Owners of the leasehold possessory interest of each of the lots described herein and their invited guests have the rights to use the facilities constructed or to be constructed on the land in the following manner and subject to the following covenants, terms and conditions, which shall run with the land and shall be binding upon the Owners thereof and it shall be the obligations of the Owners to enforce against any of their invited guests.
  - (1) The Owners and invited guests shall have the right in common to ingress and egress for free and open pedestrian passage to the entire approach, platform, landing and ramp at all times and each lot Owner covenants one to the other neither to obstruct the use thereof by the placement of any goods, articles or barriers of any kind, nor to use or permit invited guests to use said approach, landing and ramp in any way to interfere with the pedestrian passage of traffic to and from the landing approach, over and across the landing and ramp and to and from the float and ramp.
  - (2) The Owners and invited guests shall have the right at all times in common to use the entire horizontal surface of the float for the embarkation and landing of boats and vessels and for the transportation of passengers, goods and articles to and from said floats that are reasonable and necessary for the use and enjoyment of the float. Each covenant, one to another, to neither obstruct the use of the float by the placement of any goods, articles or barriers of any kind on the float, nor to use or permit invited guests to use any of the horizontal surface of the float in any way to interfere with the use and enjoyment of the float above stated.
  - (3) Each Owner of a possessory interest in a lot and their invited guests shall be entitled at all times to the exclusive use and enjoyment for recreational activity, embarkation, landing and/or moorage of boats and vessels on the side of the float nearest to the possessory interest in the lot owned. Each Owner covenants one with the other not to use or permit invited guests to use the further side of the float from the lot in which the Owner has a leasehold estate for either the embarkation or landing or any boat or vessel without the permission of the adjacent Owner entitled to the exclusive use thereof. Neither of the Owners shall use or permit their invited guests to use either end of the float for the embarkation, landing and/or moorage of any boat or vessel. Neither of the Owners shall use or permit their invited guests to use the float for either the take-off and/or landing of water skiing.

The Owners shall not use or permit invited guests to use the float to embark, land and/or moor a vessel in width and/or length that shall block the ingress or egress by either the other Owner or Owners of adjacent floats and their invited guests in landing, embarkation and/or moorage of boats and vessels to and from their respective side of floats to which they are entitled.
- j. Without admitting or declaring that any taxes may be assessed by any local, county or federal authority, each lot owner covenants with the Declarant to pay any taxes that are legally assessable against either the land and improvements or the possessory interest therein of the

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easement property. Each lot owner shall be obligated to pay his respective share of said taxes assessed.

- k. Each party to this agreement and subsequent sublessees, assignees and transferees in interest there from shall be entitled to enforce the covenants of this agreement in accordance with the interest subleased, assigned and transferred by the parties herein as though said party was named in this instrument, subject to having assumed the obligations and duty to perform the covenants as previously stated. Any enforcement by legal process of the terms of this agreement, shall entitle the party enforcing the party to reasonable attorney's fees, interest and costs.
- 26. **Boat Traffic.** Regulations covering operation of boats within the waterways connected to Swinomish Channel shall be as set forth by Shelter Bay Community, Inc. (5/00)
- 27. **Outside Fires.** Outdoor burning of any kind is prohibited within the survey of Shelter Bay. Barbecuing on a member's property or a community barbecue facility is not considered outdoor burning. (5/00)
- 28. **Exterior Lighting.** Exterior lighting of any sort which is visible from any street, community park or community beach or from any other lot in said property shall be installed only upon receipt of written permission from the committee responsible.
- 29. **Multi-Family Structures.** Buildings designed to house more than one family are not permitted.
- 30. **Sewerage.** All dwellings are required to connect to the existing sewerage system in accordance with the requirements of the Skagit County Public Health Authorities and of the Shelter Bay Community committee responsible. No downspouts or water run-off drains may be connected to the sewerage system. (5/89)
- 31. **Declarant's Improvements.** The Declarant covenants to complete the following improvements to said property:
  - a. **Roads.** All-weather roads shall be completed to serve each lot, parcel, or tract, and after completion of utilities required to be buried therein, said roads shall receive a bituminous surface treatment.
  - b. **Drainage.** All roads shall be ditched for property drainage and culverts shall be placed where necessary.
  - c. **Water Service.** A water distribution system shall be installed to serve each lot, tract, or parcel. Members are responsible for compliance with all Shelter Bay Community utility policies and the maintenance and repair of their water service line to their side of the meter. (5/16)
  - d. **Electric Power and Telephone.** Declarant shall arrange with appropriate utilities to provide service to each lot, tract, or parcel of said property. Connections shall be made underground, for leaseholders account, on the terms of the respective company's tariffs in effect at that time. (5/03)
  - e. **Community Facilities.** Declarant has erected a clubhouse, swimming pools and tennis courts in Shelter Bay for the use and benefit of all owners or lessees of lots and their guests to be used under conditions set forth by Shelter Bay Community, Inc. (5/16)
  - f. **Sewerage Systems.** Declarant covenants as follows:
    - (1) The Shelter Bay development is on a sanitary sewerage system designed and constructed in accordance with State of Washington Department of Health and Water Pollution Control Commission standards. Said sewerage collection system shall be installed to a point of connection for each lot, tract, or parcel of said property and the cost of same shall be borne by Shelter Bay Community, Inc. Members are responsible for compliance with all Shelter Bay Community utility policies and for the installation,

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maintenance, and repair of their sewerage service line to the point of connection to the main. (5/16)

- (2) A sewage treatment facility has been constructed in accordance with State of Washington, Department of Health and Water Pollution Control Commission standards.
- (3) Maintenance and operation of said sewerage system and treatment facility shall be the responsibility of Shelter Bay Community, Inc.
- (4) It is anticipated the present treatment facility will be of sufficient capacity to handle the requirements of the Shelter Bay development until such time that an area-wide facility is required. However, any modifications or additions which may become necessary shall be the responsibility of Shelter Bay Community, Inc. Further all costs attendant to connecting the Shelter Bay development to an area-wide facility as well as charges for treating sewage at said area-wide facility shall be the responsibility of Shelter Bay Community, Inc.

- g. **Other Facilities.** The Declarant, by way of having a Master lease and being lessor in accordance with Business lease No.5020, Contract No. 14-20-0500-2949, approved by the Department of the Interior, United States Government, Bureau of Indian Affairs, Portland Area Office, Portland, Oregon, filed therewith on August 16, 1968, 122-264 Branch of Realty, Titles & Records Section, which lease was recorded on the 8th day of April, 1969, in the official records of Skagit County, Washington, under Auditor's File No.725143, Volume 29, Pages 319 to 399 inclusive, and Supplement and Amendment of Business lease dated the 11th day of February, 1969, lease No.5020, Contract No.14-20-0500-2949, Swinomish Reservation approved by the Department of Interior, United States Government, Bureau of Indian Affairs, Portland Area Office, Portland, Oregon and filed therewith on the 22nd day of April, 1969, 122-267 Branch of Realty, Titles and Records Section, which Supplement and Amendment of Business lease was recorded on the 16th day of May, 1969, in the official records of Skagit County, Washington, under Auditor's File No.726476, Volume 31, Pages 1 to 30 inclusive, and/or as Lessee or Owner of lands known as Shelter Bay, is subdividing or has subdivided said lands into divisions, and is developing or has developed roads, parks, trails, community beaches, community tracts, permanent access and use to waters and community facilities, for the exclusive common use and enjoyment of the lessees or owners of lots designated on the Amended Survey of Shelter Bay, Division No.5 and/or the lessees or owners of other lots in other subdivisions of the lands known as Shelter Bay, covenants to develop and make said improvements on said lands in accordance with the Amended Survey of Shelter Bay, Division No.5 and other subdivisions in accordance with surveys or unrecorded plats thereupon.

Upon completion of each of the improvements listed above or usable portions thereof except for electrical distribution facilities, said improvements shall be conveyed or assigned to Shelter Bay Community, Inc. and shall be accepted by Shelter Bay Community, Inc. when so conveyed or assigned by Declarant. Thereafter all costs for maintenance, operations, repairs and additions, and costs of any other nature whatsoever shall be the responsibility of Shelter Bay Community, Inc.

- 32. **Pollution.** It being in the best interests of all concerned that pollution of the waters in and adjacent to Shelter Bay be eliminated, Shelter Bay Community, Inc. in consultation with the proper authorities of the State of Washington and Skagit county, shall develop measures to control the discharge of raw sewage from boats traveling or moored within Shelter Bay.
- 33. **Satellite Dish Antenna.** Satellite dish antennas are subject to regulation. An installation permit is required from the committee responsible. (5/90)

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34. **Speed Limits.** Unless otherwise posted, maximum vehicular speed limits within the boundaries of Shelter Bay Community shall be 25 miles per hour, except those emergency vehicles as defined and authorized under RCW Chapter 46.37 and Chapter 46.61 shall be exempt from this provision.

**ARTICLE V  
SHELTER BAY COMMUNITY, INC.**

1. **Membership.** The owner of each lot and/or leasehold of the said property shall be a member of Shelter Bay Community, Inc. The voting rights of owners of such lots and/or leaseholds shall be in accordance with the Articles of Incorporation and By-Laws of Shelter Bay Community, Inc., as such Articles and By-Laws may from time to time provide.
2. **Administrative Appeal Process.** A request for appeal of a committee decision must be made in writing to the Rules Committee no later than thirty (30) days after receipt of a notice of such decision. Any such appeal received after the thirty (30) day limit has expired will not be considered. A request for appeal of a Rules Committee decision shall be heard by the Board of Directors. An appeal of a decision of the Rules Committee must be made in writing to the Board of Directors within thirty (30) days after receipt of a notice of such decision. Any such appeal of a Rules Committee decision to the Board of Directors received after the thirty (30) day limit has expired will not be considered. Appeal hearings will be scheduled within seven (7) days of receipt of an appeal request by any member or by any committee of the board. *(5/96, 5/02, 5/09)*
3. **Renting/Leasing of Real Property.** Owners and/or leaseholders have the right to rent or lease their real property in compliance with the Federal Fair Housing Act, 42 U.S.C. § 3604 subject to the following restrictions:
  - a. Prior to occupancy, tenants shall provide the member (landlord) and Shelter Bay Community, Inc. with a signed "Tenant Information and Statement of Understanding".
  - b. Members are the party responsible for the proper conduct of tenants. Tenants shall be subject to all Protective Covenants and General Rules and Regulations of Shelter Bay Community, Inc.
  - c. Membership and voting rights in Shelter Bay Community, Inc. continues to reside with the member.
  - d. Renting/leasing for terms of less than 30 days is not permitted.  
*(5/99, 5/11)*
4. **Lien for Unpaid Assessments, Fines, Dues or Charges.** Shelter Bay Community, Inc. may have a lien placed against a lot for any unpaid assessments, fines, dues or charges. This lien shall have the priority date of the date these Covenants were recorded and shall be prior to all other liens except any first or second mortgage on the property. The Board may enforce the lien through judicial foreclosure under RCW Ch. 61.12. Shelter Bay shall be entitled to all costs and reasonable attorneys' fees associated with collection of the unpaid amount or enforcement of the lien. *(5/05)*

**ARTICLE VI  
GENERAL PROVISIONS**

1. **Terms.** These covenants and restrictions in no event shall continue beyond the expiration of the Business Lease, as amended, to-wit: June 30, 2044 or the expiration date of any extension terms or terms thereof, if any, whichever is later, described herein, wherein Swinomish Indian Tribal Community, et al appears as Lessor and Shelter Bay Company (formerly Indian Bay Company) appears as Lessee, and until said expiration date, are to run with the land described in the Amended Survey of Shelter Bay Division No. 5, and shall be binding on all parties and persons claiming

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under Shelter Bay Community, Inc. or its assigns or successors in interest of said lease, for a period of 25 years from the date this Declaration is recorded, after which time said covenants and restrictions shall be automatically extended for successive periods of ten (10) years, unless an instrument signed by a majority of the then Owner of all leasehold interests of all lots within the Amended Survey of Shelter Bay Division No.5 has been recorded, agreeing to extinguish or change said covenants and restrictions in whole or in part, or until the lease above described expires, whichever is sooner, subject to the approval of the Secretary of Interior or his authorized representative. The lease dated August 16, 1968, approved by the Department of Interior, Bureau of Indian Affairs, Portland Area Office, Portland, Oregon, on August 16, 1968, and on file therewith, was recorded on the 8th day of April, 1969, Auditor's File #725143, Volume 29, Pages 319 through 399 official records of Skagit County, Washington. The amendment to the lease dated February 11, 1969, approved by the Department of Interior, Bureau of Indian Affairs, Portland Area Office, Portland, Oregon on April 22, 1969, and on file therewith, was recorded on the 14th day of May, 1969, Auditor's File #726476, Volume 31, Pages 1 through 19, official records of Skagit County, Washington.

2. **Inspection.** Authorized representatives of Shelter Bay Community, Inc. are hereby authorized to inspect any or all of said property at reasonable times for the purpose of aiding in the enforcement of these covenants and restrictions. Any inspection requiring entry into a structure shall be made only during daylight hours and upon at least 24 hours notice to the owner or occupant of the lot or leasehold.
3. **Enforcement.** Shelter Bay Community, Inc. is hereby charged with the power and authority to enforce the terms of this Declaration. Enforcement may be by proceeding in equity or at law against any person or persons violating or attempting or threatening to violate any of the covenants or restrictions in this Declaration, either to restrain such violation or to recover damages. Any damages recovered in such enforcement proceedings shall inure to the benefit of the person or persons damaged by the violations involved. The party prevailing in such enforcement proceedings, whether in law or equity, shall recover from his opponents such attorneys' fees as the court may deem reasonable. This paragraph shall be construed as an additional enforcement authorization in addition to the provisions of Paragraph 24 and its subparagraphs in Article IV of this Declaration, and shall not subtract from nor be a condition precedent to any enforcements procedures provided in said Paragraph 24 and its subparagraphs.
4. **Non-Waiver of Breach of Rights. No Claim for Failure to Enforce.** The failure of Shelter Bay Community, Inc., or the Declarant to enforce any of these covenants and restrictions or any particular term or conditions hereof shall in no event be deemed a waiver of the right to do so thereafter as to the same breach or as to one occurring prior or subsequent thereto, nor shall such failure give rise to any claim or cause of action against the Declarant, or Shelter Bay Community, Inc.
5. **Severability.** Invalidation of any one of these covenants and restrictions or any part thereof or any application thereof to any person or circumstance by judgment or court order shall in no wise affect any of the other covenants or restrictions or remaining parts thereof nor their application to other persons or circumstances, all of which shall remain in full force and effect.
6. **Transfer of Rights.** The Declarant herein shall the right to transfer at any time or from time to time, all or any part of the rights, privileges and options of Declarant to Shelter Bay Community, Inc. Such transfer or transfers must be in writing and may be made conditional or revocable by their terms.
7. **Amendment of Declaration.** This Declaration may be amended at any time by the affirmative vote of a two-thirds majority of the votes entitled to be cast by the members present, voting by mail, or voting by electronic transmission at any annual meeting or at any special meeting



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specifically called for that purpose, at which a quorum is present, provided that notice of the amendment shall be given as one of the stated objects of the meeting and provided further that a copy of the proposed amendment is posted upon the bulletin board of the clubhouse at least fifty (50) days prior to such meeting and a copy mailed to each voting member not less than twenty-five (25) days before such meeting. Amendments to the covenants may be proposed by the Board of Directors or by a petition signed by fifty (50) or more voting members. All proposed amendments must be approved by legal counsel. *(Revised 2/11/08, 5/4/13, 5/19/18)*

8. **Insertion in Instruments.** The Declarant, its assigns and successors in interest hereby agree to inform any prospective purchaser or owner of a leasehold of any of the said property of the existence of this Declaration and the covenants and restrictions contained therein; and further agree that in every lease or assignment of said property or portion thereof a clause reasonably identical to the following shall be inserted: "This real property is subject to the terms and conditions of a "Declaration of Protective Covenants" dated March 2, 1976, and recorded in the official records of Skagit County, Washington, Auditor's File #836136, Volume 220, Pages 515 through 529, and filed with the Department of Interior, Bureau of Indian Affairs, Portland Area Office, Portland, Oregon."
9. **Approval by Department of Interior.** This Declaration has been approved by the Department of Interior, Bureau of Indian Affairs, Portland Area Office, Portland, Oregon, on the 15th day of June, 1976. In the event that the interest of Shelter Bay Company, a Washington corporation, shall be terminated in the Business Lease #5020, Contract No. 14-20-0500-2949, approved by the Department of Interior, Bureau of Indian Affairs, Portland Area Office, Portland, Oregon on the 16th day of August, 1968, and on file therewith, wherein the Swinomish Indian Tribal Community, et al is the Lessor, which lease was recorded on the 8th day of April, 1969, Auditor's File #725143, Volume 29, Pages 319 through 399, official records of Skagit County, Washington, above stated, and by reference incorporated herein, this Declaration and all provisions therein shall continue and remain effective as provided for in Article VI, Paragraph 1 hereof, and the Lessor of said lease, Swinomish Indian Tribal Community, et al, shall be substituted to all the rights, interests, and reservations, and subject to all the terms, conditions, and covenants of Shelter Bay Company set forth herein.

DATED this 2<sup>nd</sup> day of March, 1976.

DECLARANT  
SHELTER BAY COMPANY  
A Washington Corporation

By /s/ Allan F. Osberg  
President

By /s/ John Osberg  
Assistant Secretary

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