

AFTER RECORDING RETURN TO:

Leahy Fjelstad Peryea

901 Fifth Avenue, Suite 820
Seattle, WA 98164



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Recorded at the request of:
LEAHY FJELSTAD PERYE

**AMENDMENT TO DECLARATION OF PROTECTIVE RESTRICTIONS OF THE
PLATS OF ROSARIO HIGHLANDS, ROSARIO HIGHLANDS NO. 2
AND ROSARIO HIGHLANDS NO. 3**

Grantor: ORCAS HIGHLANDS ASSOCIATION, a Washington non-profit corporation

Grantee: THE PLAT OF ROSARIO HIGHLANDS, THE PLAT OF ROSARIO HIGHLANDS NO. 2,
THE PLAT OF ROSARIO HIGHLANDS NO. 3

Abbreviated

Legal Description: PLAT OF ROSARIO HIGHLANDS, recorded in Volume 3 of Plats, Pages 7 and 7A,
Records of San Juan County Auditor, San Juan County, Washington

PLAT OF ROSARIO HIGHLANDS NO. 2, recorded in Volume 3 of Plats, Pages 25
and 25A, Records of San Juan County Auditor, San Juan County, Washington

PLAT OF ROSARIO HIGHLANDS NO. 3, a private subdivision, recorded in Volume 4
of Plats, pages 7, 7A and 7B, Records of San Juan County Auditor, San Juan
County, Washington

Unplatted adjacent properties described on attached Exhibit A and incorporated
herein as if fully set forth.

Tax Parcel ID #s: 173023001-173023008 inclusive; 173023010-173023014 inclusive; 173032001;
173050001-173050011 inclusive; 173051001-173051042 inclusive; 173051044-
173051070 inclusive; 173051075-173051076; 272550022-272550044 inclusive;
272550049

Reference # (if applicable): 1966-0063790, 1971-0075633, 1972-0079236, 1982-00121243

**AMENDMENT TO DECLARATION OF PROTECTIVE RESTRICTIONS OF THE
PLATS OF ROSARIO HIGHLANDS, ROSARIO HIGHLANDS NO.2 AND
ROSARIO HIGHLANDS NO. 3**

The Plats of Rosario Highlands, Rosario Highlands No. 2, and Rosario Highlands No. 3, were created through recording of Plat maps in the Records of San Juan County, in (respectively) Volume 3, Pages 7 and 7A; Volume 3, Pages 25 and 25A; and Volume 4, Pages 7, 7A and 7B, Records of San Juan County Auditor, San Juan County, Washington, (hereafter, collectively, "Rosario Highlands").

Near identical Declarations of Protective Restrictions were imposed on the three Plats through recording of Declarations in the Records of San Juan County, under recording numbers (respectively) 1966-0063790, 1971-0075633, and 1972-0079236, (hereafter, collectively, the "Covenants"), all of which were amended by Master Covenants and Restrictions, Conditions and Declaration of Assessments and Charges and Authority to Impose Liens, recorded in the Records of San Juan County, under recording number 1982-00121243.

Pursuant to Section 6 of the Covenants, after proper notice, not less than sixty-five percent (65%) of the Owners consented in writing to amend the Covenants as set forth below.

NOW, THEREFORE, the undersigned officer of the Association certifies the Declaration to have been amended in the following particulars:

A. *The first sentence of Section 1 of the Covenants is amended to add the following words to the end of the sentence:*

(amended to Orcas Highlands Association in Article V, Section 9 of the 1982 Master Covenants and Restrictions, Document #121243).

B. *The second sentence of Section 2 of the Covenants is amended to state:*

No Building shall be erected, placed, altered or maintained in Rosario Highlands until the building plans, specifications, and plot plan, showing the location of such buildings have been approved by Orcas Highlands Association or its nominee, as more fully provided in Section 9 to these covenants.

C. *The seventh sentence of Section 2 of the Covenants is amended to state:*

Except as (i) otherwise set forth on the face of the plat or (ii) otherwise provided in Section 9 to these Covenants, the following setback provisions shall be applicable:

D. *The fourteenth sentence of Section 2 of the Covenants is amended to state:*

No structure shall be erected, altered, placed or permitted to remain on any lot other than one detached, single family dwelling for single family occupancy only, the habitable main floor of which, exclusive of garage, open entries, porches and patios, shall be not less than 1000 square feet (increased to 1200 square feet in Article V, Section 9 of the 1982 Master Covenants and Restrictions, Document #121243), except a private garage for no more than two cars and a guest house to be built after the main dwelling only and only on approval of Orcas Highlands Association architecturally in harmony therewith and of permanent construction and incidental and necessary to residential use of the premises.

E. *The fifteenth sentence of Section 2 of the Covenants is amended to state:*

Except as otherwise provided in Section 9 Design Standards of these Covenants, all structures shall be of new construction and no dwelling shall be more than two (2) stories in height.

F. *The eighteenth sentence of Section 2 of the Covenants is amended to state:*

Except as otherwise provided in Section 9 of these Covenants, the construction or erection of all buildings and structures shall be prosecuted diligently and continuously from commencement of such construction or erection until such buildings and structures are completed within twelve (12) months after construction begins, applicable to exterior construction only.

G. *The Covenants are amended to add Section 9 "Design Standards" as follow:*

9. Design Standards.

9.1 Design Review Required. All Exterior Improvement Projects require prior written approval from the Architectural Control Committee (ACC) before any work associated with the project begins. "Exterior Improvement Projects" include improvements, construction and alterations of and to buildings, structures or other improvements. All Exterior Improvement Projects must comply with these Covenants, the design guidelines, if any, and the Committee's submission and approval process.

9.2 Purpose. The Association desires to (a) enhance and preserve the value of the Properties and the Lots, and (b) establish and preserve the aesthetic elements of Orcas Highlands, including the architectural harmony of its residences. To advance these purposes set out above, the Committee shall, in reviewing applications for proposed Exterior Improvement Projects, follow the procedures identified in Section 9.5 below and apply any Guidelines adopted under Section 9.3 below.

9.3 Guidelines.

9.3.1 The Board is authorized to adopt rules and regulations on behalf of the Association and may develop policy guidelines ("the Guidelines") which Guidelines shall be applied by the ACC in reviewing proposals for Exterior Improvement Projects. The Guidelines are meant to advance the purposes stated in Section 9.2 above. The Guidelines shall not be inconsistent with these Covenants or the Bylaws. The Guidelines may include standards and criteria by which a proposed Exterior Improvement Project's conformance with the purposes stated in Section 9.2 above might be measured or quantified. The

Guidelines shall establish the submittal and approval process and may provide for a reasonable design review fee.

9.3.2 In addition to the Guidelines, in evaluating development proposals, the ACC shall determine whether the external design, building materials, appearance, and height of the proposed Exterior Improvement harmonize with (a) the various features of the natural and built environment, and (b) the aesthetic character of the other residences in Orcas Highlands. The ACC may, in evaluating development proposals, also consider any other factors that affect the desirability or suitability of a proposed Exterior Improvement. Where the design of a proposed Exterior Improvement fails to meet the standards recited above, the Committee shall (a) decline to approve the design, or, in its sole discretion, (b) approve the design with conditions required to bring the design into compliance with the above recited standards.

9.4 **Composition.** The Architectural Control Committee ("ACC") shall consist of a minimum of three (3) Owners, at least two of whom shall be members of the Board. The Board may also appoint additional members to the ACC which member (a) may be a non-Owner qualified to serve based on training or experience in the types of tasks entrusted to the ACC to perform and (b) may advise the ACC on, but may not vote upon, matters which come before the ACC for action.

9.5 Procedure.

9.5.1 Submission. An application for approval of an Exterior Improvement shall be submitted in duplicate to the ACC at least sixty (60) days prior to the proposed date for commencement of the Exterior Improvement.

9.5.2 Content of Application. The application shall be submitted in duplicate and shall include the name and address of the Owner submitting the application, the San Juan County tax parcel number and property address when available and a complete set of schematic plans, exterior specifications, and site and grading plans for the proposed work. The application shall also identify:

9.5.2.1 The location of the proposed Exterior Improvement(s) and septic system on the Lot;

9.5.2.2 Elevation drawings of the Exterior Improvement with all significant dimensions, noting distances to surveyed Right of Way and property lines.

9.5.2.3 The general design and layout of the Exterior Improvement;

9.5.2.4 A description of the type of siding and roof materials;

9.5.2.5 Any other information that the ACC may need in order to fully understand how the finished building(s) will appear on the lot.

9.5.3 Timing. Within 30 days after the receipt of a complete application, the ACC shall approve, conditionally approve, or disapprove the proposed Exterior Improvement.

9.5.4 Disapproval or Conditional Approval. The ACC may disapprove a proposed Exterior Improvement which, in its opinion, does not conform to the requirements of these Covenants or to the Guidelines. The ACC may, in approving a proposal, impose upon it conditions which will, in its opinion, adequately mitigate those potential impacts which, if not mitigated, would result in an ACC decision to

disapprove the proposed Exterior Improvement. The ACC shall indicate its approval, conditional approval, or disapproval on both copies of the plans and specifications provided by the applicant and shall return one such copy to the Owner at the address shown on the plans and specifications and shall retain the other copy for the Association's records.

9.5.5 Owner Conferences. An Owner may request an opportunity to meet with the ACC to explain and discuss the Owner's proposed Exterior Improvement. Such a meeting may take place at the time the application is submitted, or at such other time as the ACC may set.

9.5.5.1 In the event that the ACC conditionally approves, or disapproves, a proposed Exterior Improvement, the Owner may, within fourteen (14) days of the date of that decision, request an opportunity to meet with the ACC to discuss that decision, to explore possible modifications to the proposal and/or to ask that the ACC reconsider its decision.

9.5.5.2 The ACC may request to meet with the Owner, to meet with other Owners, to receive written submissions from interested Owners and/or to enter onto a Lot(s) for the purpose of gathering information relating to a pending application, which information may be helpful to the ACC in performing the tasks entrusted to it.

9.5.6 Failure To Act. In the event the ACC fails to approve, conditionally approve or disapprove in writing an application within thirty (30) days after the complete set of plans and specifications have been submitted, the approval will be deemed to have been granted. Notwithstanding the operation of this Section 9.5.7 any such ACC failure to act shall not relieve an Owner from the duty to comply with restrictions or requirements imposed by these Covenants and/or the Rules and Regulations and/or the Guidelines.

9.5.7 Review Required for Changes to Approved Plans. Notwithstanding the prior written approval or acquiescence of the ACC in any proposal submitted by an Owner, any proposed change in the location, design, materials, or construction of any Exterior Alteration shall also be submitted to the ACC for approval pursuant to these Covenants and the Guidelines.

9.5.8 Code Compliance. In all cases, ultimate responsibility for satisfying all local building codes and requirements rests with the Owner and contractor employed by the Owner. The ACC has no responsibility for ensuring that the plans and specifications that it reviews comply with building and zoning codes and requirements and shall have no liability if Exterior Improvements or alterations that it authorizes fail to comply with relevant building and zoning codes and requirements. No person on the ACC acting on behalf of the ACC shall be held responsible for any defect in any plans or specifications that are approved by the ACC, nor shall any member of the ACC or any person acting on behalf of the ACC be held responsible for any defect in any Exterior Improvement or alteration that was built pursuant to plans and specifications approved by the ACC.

This amendment shall take effect upon recording. The terms of this amendment shall control over and implicitly amend any inconsistent provision of the Covenants or the Bylaws of the Association. Except as amended by this instrument, the Covenants shall remain in full force and effect.

Dated this 31 day of August, 2017

ORCAS HIGHLANDS ASSOCIATION

By: Marcia J. West

Print Name: Marcia J. West

Its: President

By: David Turney

Print Name: David Turney

Its: Secretary

[Acknowledgements on Following Page]

STATE OF WASHINGTON)

COUNTY OF San Juan)

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)ss.

I certify that I know or have satisfactory evidence that Marcia T West is the person who appeared before me, and said person acknowledged that said person signed this instrument, on oath stated that he/she was authorized to execute the instrument and acknowledged it as an officer of Orcas Highlands Association and as the free and voluntary act of such party for the uses and purposes mentioned in the instrument.



Dated this 31 day of August, 20 17
Lori L. Arnold

Notary Public in and for the State of Washington.

My Appointment expires 6/13/19

Print/type name Lori L. Arnold

STATE OF WASHINGTON)

COUNTY OF San Juan)

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)ss.

I certify that I know or have satisfactory evidence that David Turnoy is the person who appeared before me, and said person acknowledged that said person signed this instrument, on oath stated that he/she was authorized to execute the instrument and acknowledged it as an officer of Orcas Highlands Association and as the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated this 31 day of August, 20 17
Lori L. Arnold

Notary Public in and for the State of Washington.

My Appointment expires 6/13/19

Print/type name Lori L. Arnold



Exhibit A

UNPLATTED PROPERTIES ADJACENT TO PLAT OF ROSARIO HIGHLANDS, PLAT OF ROSARIO HIGHLANDS NO. 2 AND PLAT OF ROSARIO HIGHLANDS NO. 3, ALL IN SAN JUAN COUNTY, WASHINGTON, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

Portions of Government Lots 2 and 3, Section 30, Township 37 North, Range 1 West, W.M., in San Juan County, Washington;

Portions of the Northeast quarter of the Northwest quarter of Section 31, Township 37 North, Range 1 West, W.M., in San Juan County, Washington.